

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING

Thursday, July 30, 2026, 7:00 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	Present
Lewis Johnson	Council Member	Present
Jim Truett	Council Member	Present
William Morris	Legal Counsel	Excused
Nikki Wolthuis	Clerk	Excused
Beckki Endicott	Clerk	Present

Citizens: Jim Scheinberg, Sherry Crandall, Adam Stuart, Jeff Hyde, Rex Harris, Lt. Jeffries, Liz Poulter, Jeff Keeney, Angela Dose, Matthew McKay

Zoom: Mayor Sorensen

1 Mayor Pro Tem Jim Truett called the meeting to order.

There was a full quorum present.

2-Pledge of Allegiance led by: Lt. Jeffries

3-Opening Ceremony given by: TCM Bruce Ahlstrom

4-Public Comments: No Comments

5. Sheriff's Report: There were 107 total incidents including 59 related to traffic. Boat launching should be ending soon as the water drains out.

6. Discussion and/or action on approval of Minutes for Town Council Meeting July 16, 2026 (See Attachment #1)

TCM Sandy Hunter motioned to approve Minutes for Town Council Meeting July 16, 2026. TCM Ahlstrom seconded the motion. All votes ayes. Motion passed.

7. Discussion and/or action on approval of a Conditional Use Permit for 7355 E. 200 S. Huntsville (See Attachment #2)

Jeff Hyde of Compass Rose Lodge introduced Jim Scheinberg who was interested in buying his building at 7355 E. 200 S., Huntsville. The building had been a restaurant for many years but was now being used as office space. Mr. Scheinberg would like to store barrels of alcohol in the basement. He had been a member of the community for over 15 years living east of Huntsville

Town. The business would be buying and storing barrels of alcohol until they age and then selling them again. Hand bottling on a small scale could be part of the business. All business would be done in accordance with state and federal liquor laws with the proper licensure. TCM Hunter asked Mr. Scheinberg about their security measures and distancing requirements for proximity to the church and park. He had checked all the state and federal rules and they were qualified to operate their business pending the proper licenses.

TCM Sandy Hunter motioned to approve the Conditional Use Permit for 7355 E. 200 S. Huntsville with the condition that they get a federal and state license within a year or reapply for the permit, and that any bottling be done by hand. Mayor Sorensen seconded the motion. All votes Ayes. Motion passed.

8. Discussion and/or action on approval of up to \$8,200 for a mower deck.(See Attachment #3)

Mayor Sorensen explained that at one time the town had a functioning mower deck but it had aged and fallen into disrepair. They had an opportunity a few months ago to contract with Ogden Valley City to mow along the Pineview Loop Trail but were not able to because their mower deck was out of service. They were hoping to be able to do that next year and use it in Huntsville Town to take care of its roadsides.

TCM Ahlstrom motioned to approve up to \$8,200 for a mower deck. TCM Sandy 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			

9. Discussion and/or action on approval of Ordinance 2026-4-23-1B Development Agreement McKay Meadows (See Attachment #4)

Beckki explained why they were voting again on the McKay Meadows Development Agreement. She explained that in the previous meeting it was unclear if the TC had accepted the suggestions that the PC had made. It was important to get the document right before it was filed. The TC sought clarification on the number of dwelling units and Matthew McKay, builder for the property owner, discussed this issue with them. They corrected the number in the document to four dwelling units.

TCM Johnson motioned to approve Ordinance 2026-4-23-1B Development Agreement McKay Meadows with the PC changes. TCM Ahlstrom seconded the motion. All votes ayes. Motion passed.

10. Discussion and/or action on update of John Janson Land Use Planning Contract (See Attachment #5)

Beckki explained that the Vision Committee had been working on a mixed-use ordinance for the C-1 and C-2 zones. Town attorney, Bill Morris, had some concerns with the ordinance and it was decided by the town clerks to get help from John Janson, who had previously helped the town with writing their agricultural and commercial zones. His contract had expired and they needed to renew it. TCM Sandy Hunter and TCM Jim Truett had worked many hours with the vision committee on the ordinance. TCM Hunter liked the idea of getting help from Mr. Janson. TCM Truett also liked the idea but was hoping to get it done as quickly as possible.

TCM Sandy Hunter motioned to approve the update of the John Janson Land Use Planning Contract. TCM Ahlstrom seconded the motion. All votes ayes. Motion passed.

11. Discussion and/or action on approval of up to \$4,000 for Mixed Use Ordinance Contract Work.(See Attachment #6)

This was the actual amount for contractual work by John Janson for the mixed-use ordinance in the C-2 zone.

Mayor Richard Sorensen motioned to approve up to \$4,000 for Mixed Use Ordinance Contract Work. TCM Sandy 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- No updates

Councilmember Lewis Johnson – No updates

Councilmember Bruce Ahlstrom-Work continues on the Aldous Cabin. Steve Songer was working on the cabin sign.

TCM Ahlstrom spoke with the town engineer and they wanted to do overlay on four blocks of town roads this year and four next year. It was recommended that they do chip sealing on the roads done last year and contract with the county for a better price.

Councilmember Sandy Hunter- She was working on the August newsletter. She proposed a September cleanup of the town verge before the sides of the roads were mowed.

The Alfa Romeo car show would be held on September 26th. She would put it in the newsletter. Jim had asked Shannon to promote it on the website.

Councilmember Jim Truett- He was working on the roundabout project. He's working to find donations for the project. He clarified that statues were not allowed in the roundabout.

He and Mayor Sorensen had been talking to Jason Kyle about Pineview becoming a state park and he had asked Huntsville Town to write a resolution. TCM Truett listed reasons why the Town wanted this change. Beckki suggested including positive reasons why Pineview should be a state park. TC members discussed some of the positive reasons including funding going to the state instead of the federal government and better management by the state.

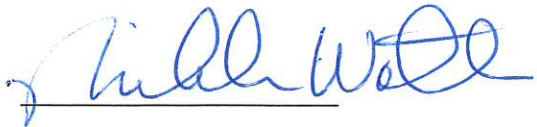
He suggested a 4-way stop sign at 7300 East and 200 South to signal the beginning of the business district.

He wanted a future discussion on updating the business portion of Huntsville's website.

TCM Sandy Hunter motioned to approve the July Bills. TCM Ahlstrom seconded the motion. All votes ayes. Motion passed.

TCM Sandy Hunter motioned to adjourn the meeting. TCM Ahlstrom seconded the motion. All votes ayes. Motion passed.

Meeting adjourned at 8:08 PM



Nikki Wolthuis, Deputy Clerk

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING**Thursday, July 16, 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	Present
Lewis Johnson	Council Member	Excused
Jim Truett	Council Member	Excused
William Morris	Legal Counsel	Excused
Nikki Wolthuis	Clerk	Present

Citizens: Grant Stanley, Kaitlyn Poulter, Liz Poulter, Lt. Jeffries, Jeff Keeney, Angie Doce, Ron Gault.

1 Mayor Richard Sorensen called the meeting to order.

There was a full quorum present.

2-Pledge of Allegiance led by: Lt. Jeffries

3-Opening Ceremony given by: TCM Bruce Ahlstrom

4-Sheriff's Report-

There were 89 incidents in June which included 40 traffic stops. The July 4th celebration went well. The traffic was crazy, but it otherwise went smoothly.

5.Public Comments:

Liz Poulter wondered if the Town would like her copy of the Standard Examiner with the fire hydrant article.

6- Presentation of Ogden Valley Sauna- Grant Stanley:

Mr. Stanley announced that they had booked 615 sessions since they had opened 6 months prior. The Weber County tourism board was coming Saturday after Blues and Brews at Snowbasin to check out the sauna. Most of the sessions booked this year were booked by people who live in the valley. Most people book on short notice. There is a lower fee for locals. One hiccup was that the heater went out in March right when it was really taking off. They missed two weeks of good business.

7. Discussion and/or action on approval of Minutes for Work Session June 16, 2026 (See Attachment #1)

TCM Ahlstrom motioned to approve Minutes for Work Session July 16, 2026. TCM Sandy Hunter seconded the motion. All votes ayes. Motion passed.

8.. Discussion and/or action on approval of Minutes for Town Council Meeting June 16, 2026 (See Attachment #2)

TCM Sandy Hunter motioned to approve Minutes for Town Council Meeting June 16, 2026. TCM Ahlstrom seconded the motion. All votes ayes. Motion passed.

9. Discussion and/or action on approval of Minutes for Work Session June 18, 2026 AM (See Attachment #3)

TCM Sandy Hunter motioned to approve Minutes for Work Session June 18, 2026 AM. TCM Ahlstrom seconded the motion. All votes Ayes. Motion passed.

10. Discussion and/or action on approval of Minutes for Work Session June 18, 2026 PM (See Attachment #4)

TCM Ahlstrom motioned to approve Minutes for Work Session June 18, 2026 PM. TCM Sandy Hunter seconded the motion. All votes Ayes. Motion passed.

11. Discussion on the Culinary Water System Status Updates (See Attachment #5)

Ron Gault began his presentation speaking on the water levels before and after the recent major water leaks, and the current levels. He also showed photos of recent water fixes and explained what happened and how it was fixed.

For the line replacement project there were 16 bids with a wide range in price. The award date will be on July 24th and they will start as early as August.

He spoke on the importance of backflow prevention and gave examples of other cities with recent incidents. Thom Summers was doing the backflow inspections in town, and only two businesses passed the test.

There are high water users outside of town who are probably using culinary water for secondary water. That is not allowed, and they could cause cross contamination in the system.

12. Discussion and/or action on approval of up to \$6,000 to repair the town maintenance truck.

The high pressure pump was out on the maintenance truck. It was getting fixed in Eden. Melissa Knowles, treasurer, had said that there was money in the budget for repairs.

Mayor Sorensen motioned to approve up to \$6,000 to repair the town maintenance truck. TCM Ahlstrom seconded the motion. Roll call vote. Votes reflected below. Motion passed 3-0.

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- Cemetery point signs were purchased. There were text messages in the Pineview Group and 1st Street focus group to help move signs. He explained their idea for an alternate place for the beach booth and separate boat booth. The 4th of July went well and there were more people than ever.

Councilmember Bruce Ahlstrom- Dave Bastian was putting a wood hardener on the back wall of the cabin. They will need volunteers soon to help with the project. Weber County Emergency Management is asking each city what is most critical in an emergency. He said that for Huntsville it was the culinary water system and road structures. He needed input for his upcoming meeting in August. Ashley Klase, Forest Service Ranger, was going to talk to the authorities about shoring up the north side of the cemetery during the low water this fall

Councilmember Sandy Hunter- requested a follow up meeting on the 4th of July.

She explained that there were fallen trees on the Century Link line. They were coming out within a couple of weeks to fix it. She had ideas for the roundabout and showed the council a photo of a metal sign from another community that was durable but not too obstructive.

TCM Sandy Hunter motioned to approve the June 2026 Bills. TCM Bruce Ahlstrom seconded the motion. Roll call vote. Votes reflected below. Motion passed 3-0.

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 Sandy Hunter motioned to adjourn the meeting. TCM Bruce Ahlstrom seconded the motion. All votes ayes. Motion passed.

Meeting adjourned at 7:08 PM

Nikki Wolthuis, Deputy Clerk



NOTICE OF ACTION

TO: Huntsville Town Council
FROM: Huntsville Town Planning Commission
DATE: July 23rd, 2026
RE: Conditional Use Permit (CUP)

The Huntsville Town Planning Commission held a public meeting on July 23rd 2026, to review and discuss the Conditional Use Permit Application Submitted by the Jeff Hyde and Jim Scheinberg for address 7355 E 200 S in Huntsville. The Planning Commission recommended to the Town Council approval for this application with the condition that there be limited bottling and it will be bottling by hand only.

A handwritten signature in black ink, appearing to read "Shannon Smith", is written over a horizontal dashed line.

Shannon Smith, Clerk

HUNTSVILLE TOWN Filing Fee: \$450.00
CONDITIONAL USE PERMIT (CUP) APPLICATION

Project Information:	
Project Name: Low-Impact Bonded Barrel Storage & Aging Facility	
Project Use: Low-impact bonded storage, aging, limited blending, incidental handling, and potential future bottling of previously distilled spirits. No distillation, retail sales, tasting room, or public alcohol service.	
Project Address: 7355 E 200 S, Huntsville, Weber County, UT 84317	
Parcel ID Number: 240110026	
Applicant Information:	
Applicant Name: North Pier Fiduciary / Sim Scheinberg	
Applicant's Mailing Address: [REDACTED] Huntsville UT 84317	
Email: [REDACTED]	
Property Owners Name: Sk. Town Ventures LLC / Jeff Hyde	
Owner's Mailing Address: [REDACTED] UT 84310	
Owner's Phone: [REDACTED]	
Architect/Engineer's Name: N/A	
Architect/Engineer's Phone:	Email: N/A

These questions need to be answered when considering the proposed use.

PC meeting 7/23rd
 TZ meeting 8/6

1. Days and Hours of Operation

Operations are expected to occur primarily during normal business hours, generally Monday through Saturday between approximately 8:00 a.m. and 5:00 p.m., with occasional activity outside those hours for deliveries, inspections, maintenance, or inventory management. The operation is not customer-facing and will not generate regular public traffic.

2. Describe the Proposed Use

The current property owner has entered into a Purchase and Sale Agreement with a prospective purchaser. As a condition of closing, the purchaser seeks confirmation that the Town is willing to consider a Conditional Use Permit for the proposed future use.

The proposed use is limited to approximately 900 square feet within the existing basement and consists of the secure bonded storage, aging, limited blending, incidental handling, and potential future bottling of previously distilled spirits under applicable federal, state, and local approvals. No distillation will occur on the premises.

The operation will not include a tasting room, retail alcohol sales, direct-to-consumer sales, public consumption, public events, public tours, or outdoor processing. The basement is expected to accommodate approximately 100 barrels at full capacity, with inventory

building gradually over time. The existing commercial tenant occupying the first and second floors will remain in place. The prospective purchaser may also seek approval for a small accessory storage building for equipment, business records, and other materials incidental to operation of the property. No alcohol will be stored or processed within that structure.

See attached Exhibit A – Supplemental Project Narrative for a more detailed description of the proposed use and operational characteristics.

3. Compatibility with Surrounding Properties

The proposed alcohol barrel storage and related operations are intended to be contained entirely within the existing basement and are expected to have minimal impact on neighboring properties. The use consists primarily of the secure storage and aging of sealed barrels together with limited incidental handling activities. Any accessory storage building, if approved and constructed, would be used solely for equipment, business records, and other materials incidental to operation of the property and would not contain alcohol or alcohol-related processing activities. The operation is expected to generate very little additional traffic and no material impacts related to noise, lighting, odor, or other operational characteristics. The proposed use is intended to complement the existing commercial character of the property while remaining compatible with the surrounding neighborhood and preserving the quiet character of the community.

4. Outside Noise, Smell or Waste Products

The proposed use is not expected to generate material outside noise, odors, smoke, vibration, or waste products. Operations consist primarily of the storage and aging of sealed barrels together with limited incidental handling activities. Normal sanitary wastewater associated with routine cleaning and building maintenance will be discharged through approved plumbing connections in accordance with applicable codes.

5. Building Changes

Minor interior improvements are anticipated, including secure bonded storage, barrel racking, stainless steel work surfaces, a commercial utility sink and floor drain, security and access-control systems, and any fire protection or fire suppression improvements required by applicable codes.

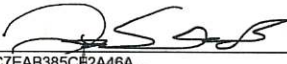
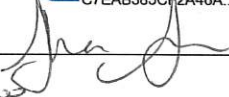
Minor exterior improvements may include security bars for basement windows, modifications to the existing railing to facilitate loading and unloading, and installation of a barrel lift, hoist, ramp, or similar material-handling equipment providing access to the basement.

6. Site Changes

No significant site changes are currently anticipated beyond those described in this application and illustrated in Exhibit B. Proposed improvements are expected to be limited to minor building modifications, a potential small accessory storage building, and limited site improvements necessary to safely accommodate the proposed use and comply with

applicable federal, state, and local requirements. A conceptual site plan is provided as Exhibit B.

Applicant understands that only uses in the Allowable Use Table 15-1 of Title 15 will be allowed, and the use identified in the business license permit application. I have read the application and hereby certify that the information is correct and that I understand that the Conditional Use approval is valid for one year from the approval date. If the use does not begin within one year, the approval is void.

DocuSigned by:
Applicant's Signature:  Date: 7/6/2026
C7EAB385CF2A46A...
Plans accepted by:  Shannon Smith Date: 7/6/2024
Fee Paid: 45000 Date: 7/6/2024

PROPERTY OWNER: JEFF P. HYDE
Signature: 

EXHIBIT A

Supplemental Project Narrative

Conditional Use Permit Application - Proposed Future Use (Pending Transfer of Ownership)

Property	7355 E 200 S, Huntsville, Weber County, UT 84317
Current Property Owner / Applicant	Ski Town Venture LLC
Prospective Purchaser / Proposed Future Operator	North Pier Fiduciary Management LLC (or an affiliated operating entity to be formed prior to closing)
Proposed Use	Low-impact bonded storage, aging, limited blending, incidental handling, and potential future bottling of previously distilled spirits
Primary Area of Use	Approximately 900 square feet within the existing basement

Prepared in support of the Conditional Use Permit Application for 7355 E 200 S, Huntsville, Utah

Purpose of Narrative

This supplemental narrative is submitted in support of the Conditional Use Permit application for the proposed future use of the property located at 7355 E 200 S in Huntsville, Utah. The current property owner has entered into a Purchase and Sale Agreement with a prospective purchaser. One condition of closing is confirmation that the Town is willing to consider approval of a Conditional Use Permit for the proposed future use described in this application.

If the Town determines that the proposed use is generally appropriate for the property, the prospective purchaser intends to complete the acquisition and work collaboratively with the Town through the Conditional Use Permit process, providing any additional information reasonably requested and obtaining all applicable federal, state, and local approvals before commencing operations.

Proposed Future Use

The proposed use is limited to approximately 900 square feet within the existing basement of the building. The proposed operation consists of the secure bonded storage, aging, limited blending, incidental handling, and potential future bottling of previously distilled spirits under all applicable federal, state, and local approvals.

No distillation will occur on the premises.

The proposed operation is intentionally modest in scale. The basement is expected to accommodate approximately 100 barrels at full capacity. Inventory is anticipated to build gradually over time, with approximately 20 barrels entering inventory annually and, once stabilized, a similar number being removed annually for off-site bottling or other lawful disposition. The physical size of the basement naturally limits the scale of the operation.

Excluded Uses

The proposed operation will not include:

- A tasting room
- Retail alcohol sales
- Direct-to-consumer sales
- Public consumption
- Public events
- Public tours
- Outdoor processing
- Exterior alcohol storage
- Public access to the bonded storage area

Existing Building Occupancy

The existing commercial tenant occupying the first and second floors is expected to remain in place under its existing lease. The proposed use is limited entirely to the basement and is intended to coexist with the existing tenancy.

Certain interior facilities, including restrooms and the kitchenette, may become common areas under future lease arrangements. This administrative change will not materially affect building occupancy, traffic, or operations, and no alcohol-related activities are proposed within those common areas.

Proposed Improvements

The prospective purchaser anticipates making improvements necessary to safely and securely accommodate the proposed use. Interior improvements are expected to include:

- Secure, bonded barrel storage area with controlled access
- Barrel racking and storage systems
- Stainless steel work tables for incidental handling activities
- Commercial utility sink and floor drain for cleaning and spill management
- Security and access-control systems
- Fire protection and/or fire suppression improvements as required by the Fire Marshal, Building Official, or other applicable authority

Minor exterior improvements may also be necessary to safely handle barrel movement and enhance security. These improvements may include security bars for basement windows, modifications to the existing exterior railing to provide secure loading access, and installation of a barrel lift, hoist, ramp, or similar material-handling equipment providing access to the basement.

All improvements will be designed to be compatible with the existing character and appearance of the property and will comply with applicable Town requirements.

Accessory Storage Building

The prospective purchaser may also seek approval for a small accessory storage building of approximately 180 to 300 square feet for the storage of equipment, business records, and other materials incidental to the operation of the property.

No alcohol will be stored, processed, blended, bottled, served, or consumed within the accessory structure.

Should such a building not be approved or constructed, the prospective purchaser may instead utilize an accessory storage structure that qualifies under applicable Town exemptions.

Whether constructed as a permitted accessory building or as an accessory storage structure qualifying under applicable Town exemptions, any such structure constructed by the prospective purchaser will be designed to complement the existing building and be compatible in quality, materials, scale, and architectural character with the property and the immediately surrounding buildings.

Proposed Future Operator

The proposed future operator is North Pier Fiduciary Management LLC, or an affiliated operating entity established prior to closing. North Pier was founded in 2008 and provides investment management and institutional consulting services to retirement plans, endowments, foundations, family offices, businesses, and private clients.

As part of its long-term investment activities, the prospective purchaser intends to acquire, securely store, age, and ultimately dispose of previously distilled spirits as a specialty investment asset. The proposed operation is intended to be a quiet, professionally managed commercial use that complements the prospective purchaser's existing business activities while generating minimal impact on neighboring properties and the Huntsville community.

Operational Characteristics

The proposed operation is expected to be one of the lowest-impact commercial uses within the Town. Operational characteristics include:

- No retail customers
- No public access
- Minimal deliveries and pickups
- Minimal employee/owner traffic
- No outdoor operations
- No significant noise
- No smoke
- No vibration
- No material odors
- No material waste
- No outdoor alcohol-related activities
- No late-night business activity

Operations are expected to occur infrequently, primarily during normal business hours, generally Monday through Saturday between approximately 8:00 a.m. and 6:00 p.m., with occasional activity outside those hours for deliveries, inspections, maintenance, or inventory management. The operation is not customer-facing and will not generate regular public traffic.

The proposed use is operationally similar to a secure specialty warehouse or inventory storage facility and is expected to generate substantially less activity than many other commercial uses permitted within the district.

Noise, Odor, Waste, and Other External Impacts

The proposed use is not expected to generate material outside noise, odors, smoke, vibration, or waste products. Operations consist primarily of the storage and aging of sealed barrels together with limited incidental handling activities. Normal sanitary wastewater associated with routine cleaning and building maintenance will be directed to the existing approved septic system and leach field, or otherwise handled in accordance with applicable health, building, and environmental codes.

Compatibility with Surrounding Properties

The proposed alcohol storage-related operations are intended to be contained entirely within the existing basement and are expected to have minimal impact on neighboring properties.

The use consists primarily of the secure storage and aging of sealed barrels together with limited incidental handling activities. Any accessory storage building, if approved and/or constructed, would be used solely for equipment, business records, and other materials incidental to operation of the property and would not contain alcohol or alcohol-related processing activities.

The prospective purchaser anticipates very little additional traffic and no material impacts related to noise, lighting, odor, or other operational characteristics. The proposed use is intended to complement the existing commercial character of the property while remaining compatible with the surrounding neighborhood and preserving the quiet character of the community.

Community Commitment

The prospective purchaser is majority-owned by its founder, Jim Scheinberg, who has owned a home in the Green Hills Community of Huntsville since 2011.

Because the prospective purchaser's principal has been a Huntsville-area homeowner for many years, preserving the Town's unique character is both a personal and business priority. The intent is to establish a quiet, professionally operated business that reflects positively on the community while maintaining full compliance with all applicable federal, state, and local requirements.

If the proposed business is successful and future expansion beyond the modest scope described in this application is ever contemplated, the prospective purchaser intends to present any materially expanded or different use requests to the Town through its normal review and approval process.

The prospective purchaser looks forward to working cooperatively with the Town throughout the permitting process and, if approved, becoming a long-term, responsible member of the Huntsville business community.

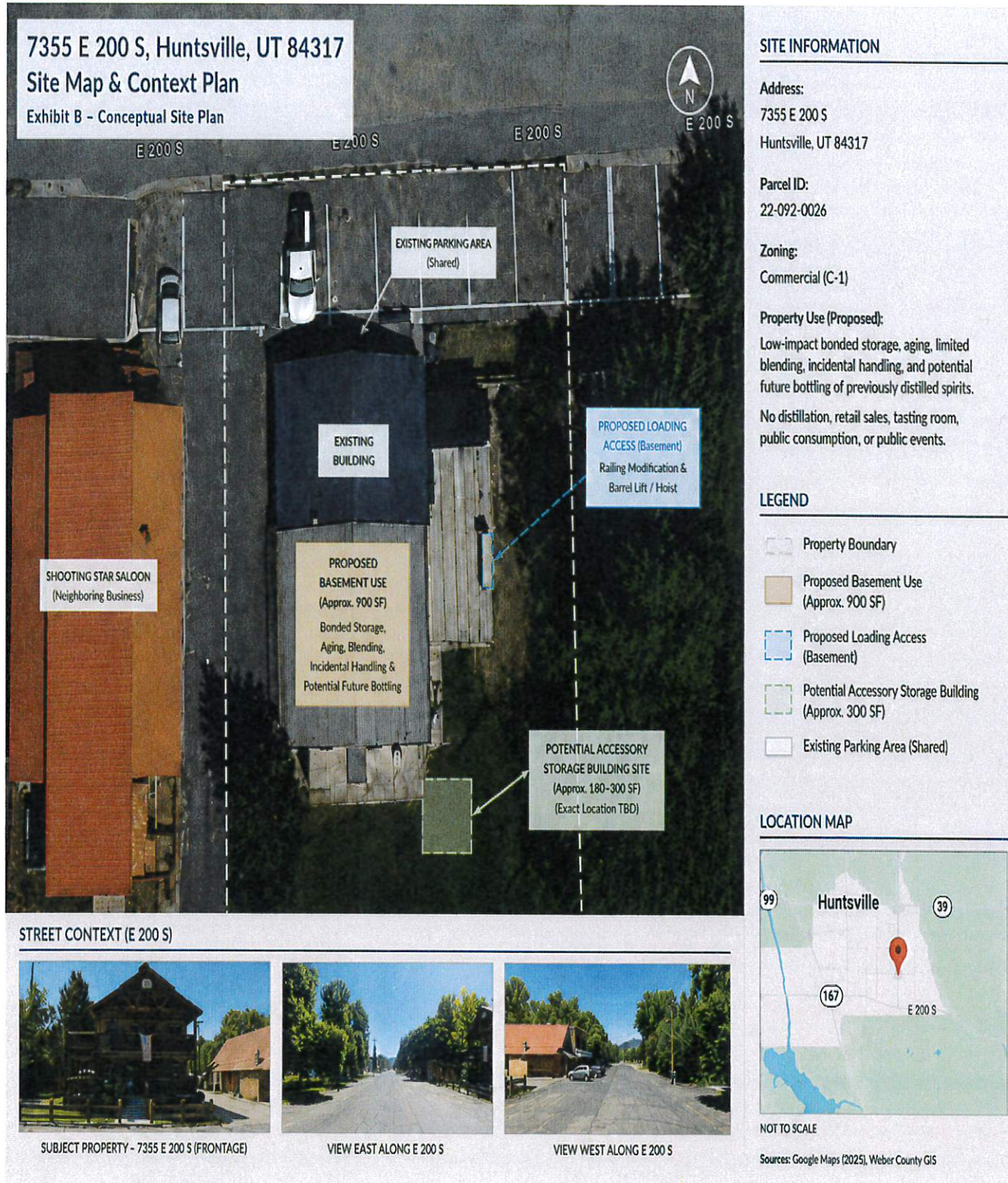
Request

Ski Town Venture LLC respectfully requests that the Town review this proposed future use and determine that a Conditional Use Permit is appropriate for the property, subject to such reasonable conditions as the Town may determine are appropriate during the final permitting process following transfer of ownership.

EXHIBIT B

Site Plan

Prepared in support of the Conditional Use Permit Application for 7355 E 200 S, Huntsville, Utah





Quote Number: 1077109
Effective Date: 07/22/2026
Valid Through: 07/31/2026

Ship To

Kubota Dealer

Bill To

BLAINE VERNON

C & N Tractors

Email:

BLAINE VERNON

407-672-8800
407-672-8800
407-672-8800
MAINT@HUNTSVILLEUTAH.GOV

496 Salinas Rd
Watsonville, CA 95076

407-672-8800
407-672-8800
407-672-8800
MAINT@HUNTSVILLEUTAH.GOV

LANESHARK - LS3 - LANESHARK LS3 - 32" MOWER

Description	Manufacturer	Model #	Qty	Price Each	Total
LANESHARK LS3 - 32" MOWER	LANE SHARK USA	LANESHARK - LS3	1	\$4,950.00	\$4,950.00
3RD FUNCTION KIT - LA765 LOADER	LANE SHARK USA	VKKULA525	1	\$2,105.00	\$2,105.00

Cash Details

Equipment Total **	\$7,055.00
FREIGHT - DIRECT	\$750.00
Cash Sub-total	\$7,805.00

Purchase Options

Purchase Type	Sub-Total **	Incentives	Total After Incentives	Est. Taxes	Equipment Total	Down Payment	Est. KTAC Insurance	Amount Financed at Rate	Amount Financed at 0%	Est. Monthly Payment *
Cash	\$7,805.00	\$0.00	\$7,805.00	\$659.52 / 8.45%	\$8,464.52	--	--	--	--	--

* Blending of APR may occur if the amount financed exceeds 125% of max invoice of New Kubota and selected New Allied Implements/Accessories using non-Kubota rates. KTAC, Orange Protection and K-Maintenance are blended using 0%.

Please visit www.ktacinsuranceagency.com for additional information regarding insurance coverages.

Kubota Disclaimer

Sales quote can only be provided by a participating Kubota dealer. Only Kubota and Kubota performance-matched Allied equipment are eligible. Inclusion of ineligible equipment may result in a higher blended APR. Stand Alone Kubota or Allied implements and attachments/accessories are subject to stand alone programs. Financing is available through Kubota Credit Corporation, U.S.A.; subject to credit approval. Program eligibility requirements are subject to change without notice and may be withdrawn without notice. Some exceptions apply. See dealer or go to KubotaUSA.com for more information.



LANE SHARK USA

www.lanesharkusa.com
850.610.2870
Made in the USA

TRACTOR ATTACHMENT -- BRUSH CUTTER

FORMAL QUOTE

Government / Municipal Equipment Purchase

QUOTE NUMBER LS-071426-BV
QUOTE DATE July 14, 2026
VALID THROUGH August 13, 2026

PREPARED FOR

Huntsville Town

Attn: Blaine Vernon, Maintenance Supervisor
Huntsville, Utah
maint@huntsvilleutah.gov

PREPARED BY

Lane Shark USA

Sales Department
lanesharkusa.com
850.610.2870
Pricing shown in U.S. dollars

QTY	DESCRIPTION	MODEL / CONFIG	UNIT PRICE
1	Lane Shark LS3	LS3 brush cutter	\$5,400.00
1	Hydraulic kit for KUBOTA L4701 with LA765 loader Full Kit - C-Flow 3rd Function / New Style Switch Handle	LS-4 or LS-2 selection	\$2,055.00

Configuration note

Final tractor and Lane Shark hydraulic-kit fitment must be confirmed before the order is released.

Subtotal **\$7,455.00**
Shipping **\$728.13**
Sales tax **\$0.00**

TOTAL \$8,183.13

QUOTE NOTES

- This quotation is based on the product configuration and pricing supplied on July 14, 2026.
- Shipping to Huntsville, Utah is included in the total shown above.
- Sales tax is shown as \$0.00 for a government/municipal purchase; applicable exemption documentation may be required.
- Product availability and estimated delivery timing will be confirmed upon acceptance. This quotation is not an invoice.

Authorized Signature

Date / Purchase Order Number

Q U O T A T I O N

PAGE: 1

SUNSET EQUIPMENT
100 PORT AVENUE
ST. HELENS, OR 97051
Phone #: (503)397-1012
Fax #: (360)397-1044

PHONE #: (484)695-0076
CELL #:
ALT. #:
P.O.#:
TERMS: Net 10th EOM
SALES TYPE: Quote

DATE: 7/15/2026
ORDER #: 1067941
CUSTOMER #: 111917
CP: Shawn L
LOCATION: 1
STATUS: Active

BILL TO 111917

HUNTVILLE, CITY OF
167 S 7500E
HUNTSVILLE, UT 84317 US

SHIP TO

HUNTVILLE, CITY OF
167 S 7500E
HUNTSVILLE, UT 84317 US

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
	LSWGSL-3	LS-3 LANE SHARK MOWER	1	\$5,390.00	\$4,900.00	\$4,900.00
****	FREIGHT	FREIGHT	1	\$502.00	\$502.00	\$502.00
	LSWGFKKULA525-OPEN	LS VALVE KIT LA525 OPEN L2501	1	\$2,270.00	\$2,055.00	\$2,055.00
****	FREIGHT	FREIGHT	1	\$50.00	\$50.00	\$50.00

EFFECTIVE 11/01/2024 THE MANDATED OREGON CAT TAX WILL BE COLLECTED ON ALL SALES.

Prices reflected on this quote are valid only for items that are in stock as of the quote date. Otherwise, this quote must be considered an estimate. Final pricing will be determined at the time the items on the estimate/quote are received into stock and allocated to the corresponding sales order. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

SUBTOTAL: \$7,507.00
TAX: \$0.00
ORDER TOTAL: \$7,507.00

+ FREIGHT TO
84317
\$800.00

Authorized By: _____

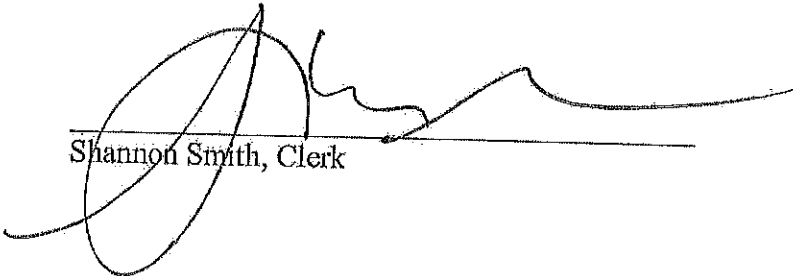


NOTICE OF ACTION

TO: Huntsville Town Council
FROM: Huntsville Town Planning Commission
DATE: May 20, 2026
RE: Ordinance 2026.4.23 1B- Development agreement for McKay Meadows

The Huntsville Town Planning Commission discussed and recommended approval for **Ordinance 2026.4.23 1B; Development agreement for McKay Meadows**

The Huntsville Planning Commission held a Public Hearing on May 20th 2026. They voted unanimously, in favor of recommending approval for this Ordinance. Attached to this notice of action is a list of recommendations the Planning Commission would like to present to the Town Council for consideration.



Shannon Smith, Clerk

Huntsville Town Planning Commission
Proposed Changes to McKay Meadows DA
May 20, 2026

Page 4

1. Paragraph 2: Delete all of 4.2 and replace with- **4.2 Future Laws.**
Except as expressly provided in this Agreement, the Project and the Property shall remain subject to all future ordinances, resolutions, regulations, standards, specifications, policies, and requirements of the Town, including future amendments to the Huntsville Municipal Code, as may be adopted from time to time pursuant to the Town's police powers and land use authority.

2. Replace 5.1, 5.2, 5.3 (on page 5) with:

5. **Obligations**

5.1 **Frontage** Frontage for Parcels 1 and 2 is designated off 500 North. Frontage for Parcel 4 and 5 is designated off 100 South. Parcels 1, 2, 4 and 5 have adequate frontage and are consistent with Town zoning requirements for the A-3 Zone.

5.2 **Flag Lot** As part of the project, and in exchange for downzoning, Parcel 3 will be configured as a flag lot with the driveway accessing 100 South (as depicted on **Exhibit B**). The driveway for parcel 3 shall be constructed as a shared driveway and shall be a minimum of twenty ~~feet~~ feet (20) wide.

- twenty -

5.3 **Access** In order to minimize potential degradation and adverse effects to Spring Creek, only one bridge will be constructed over Spring Creek, as part of the shared driveway to Parcel 3. This shared driveway from 100 South can be used as the access point for Parcels 3, 4 and 5. For safety purposes, circulation, and traffic flow on 500 North, only one access point shall be constructed with a shared driveway to Parcel 2 and will provide access to Parcel 1. The shared driveway from 500 North to Parcel 2 may continue south through Parcel 3 and may be connected to the shared driveway from 100 South, as depicted on **Exhibit B**, which configuration has been reviewed for compliance with Weber County Fire Marshal regulations and standards.

Page 5

1. Paragraph 2: **Tree Restoration** ~~Remediation~~. Owner agrees to plant and maintain (to the extent they're on Owner's property) ~~ing~~ new trees along ~~the south side of~~ Spring

Creek. Owner will counsel with Huntsville Town Tree Committee to determine what trees are most suitable for planting in that area.

2. Paragraph 3: **Wetlands Protection**. A U.S. Army Corps of Engineers permit or formal jurisdictional determination shall be required prior to approval of the Final Survey. Any development is subject to the Huntsville TOWN Sensitive Lands ordinance.

Other:

- It is recommended to add language requiring/acknowledging the formation of an HOA

**HUNTSVILLE TOWN
ORDINANCE NO. 2026-04-23-1B**

DEVELOPMENT AGREEMENT – MCKAY MEADOWS

**AN ORDINANCE OF HUNTSVILLE TOWN, UTAH, ADOPTING A
DEVELOPMENT AGREEMENT FOR MCKAY MEADOWS;
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 Steve Starks 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 its Public Hearing on or about May 20, 2026, to take public comment on the Development Agreement in this Ordinance, after which the Planning Commission gave its recommendation to APPROVE this Ordinance;

WHEREAS, the Town Council received the recommendation from the Planning Commission and held public meetings on June 4, 2026 and August 6, 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 Attachment “1” 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 6th day of August 2026.

Mayor

ATTEST:

Beckie Endicott
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: _____

EXHIBIT 1

After recording, please send to:

Steve Starks
9350 S 150 E, Suite 900
Sandy, Utah 84070

MCKAY MEADOWS DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of the Effective Date (defined below), by and between MCKAY MEADOWS LLC, a Utah limited liability company, (the “Owner”), and the TOWN OF HUNTSVILLE, a municipality and political subdivision of the State of Utah (the “Town”). Town and Owner are jointly referred to as the “Parties” and each individually as a “Party.”

RECITALS:

WHEREAS, Owner is the owner and developer of certain real property located within the Town, more particularly described on **Exhibit A** (the “Property”);

WHEREAS, Owner previously submitted two petitions to annex portions of the Property into the Town. The Town accepted the First Petition on September 21, 2023, and the Second Petition on January 4, 2024. The statutorily required hearings on both Petitions were held on February 13, 2024, before the Town Council (defined below);

WHEREAS, at the time the Town approved the annexations, that certain McKay Meadows Annexation and Development Agreement, dated February 13, 2024, was entered into by and between the Owner and the Town (the “Annexation Agreement”). The Annexation Agreement is identified as Entry #3315737 in the Office of the Weber County recorder and was recorded on February 26, 2024;

WHEREAS, the Property is currently in the Town’s Agricultural Zone (A-3) because the Owner agreed to downzone the portion of the property that was within the Town from R-1 to A-3 as part of the annexation of additional property into the Town, as outlined in the Annexation Agreement;

WHEREAS, the Town Council (defined below), acting pursuant to its authority under Utah Code § 10-20-101(2) *et seq.*, as amended, and the Town Code (defined below), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to enter into this Agreement. The Town Council authorizes the mayor of the Town to execute and deliver this Agreement on behalf of the Town;

WHEREAS, by this Agreement, Town and Owner confirm the Property’s entitlements for development of the Project (defined below). The Town has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the Town’s General Plan, and Title 15, Land Use of the Town’s Code. As a result of such determination, the Town has elected to move forward with the approvals necessary to approve the

development of the Project in accordance with the terms and provisions of this Agreement. This Agreement is an administrative “development agreement” within the meaning of and entered into pursuant to the terms of Utah Code §10-20-101(2). This development agreement does not create new law or new standards but rather implements the use of the Property in accordance with existing approvals and existing law;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Town hereby agree to the following:

1. **Recitals; Definitions.**

1.1. **Recitals.** The Recitals set forth above are incorporated herein by this reference.

1.2. **Defined Terms.** Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized has the meaning given to it by this Agreement. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including the exhibits. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Town Code.

1.2.1. “Agreement” means this Agreement including all of its exhibits.

1.2.2. “Applicable Law” has the meaning set forth in Subsection 13.1.

1.2.3. “Applicable Zoning” means the requirements of the Town’s Agricultural Zone (A-3) as set forth in the *Huntsville Municipal Code* that are in effect as of the Effective Date.

1.2.4. “Dwelling Units” means a permanent structure designed and capable of daily residential occupancy. A Dwelling Unit contains at least one kitchen and one bathroom.

1.2.5. “Effective Date” has the meaning set forth in the Section 2 below.

1.2.6. “Final Survey” is an instrument adjusting the boundaries of the parcels as depicted on a map or other graphic representation of land that a licensed professional land surveyor makes and prepares in accordance with §10-20-906 or §57-1-45.5(3)(b) of Utah Code.

1.2.7. “Future Laws” means the laws, ordinances, policies, standards, guidelines, directives, procedures and processing fee schedules of the Town which are in effect after the Effective Date and may or may not be applicable as provided in Section 4.2 below.

1.2.8. "Land Use Application" means an application that is required to subdivide and develop land and/or construct improvements thereon.

1.2.9. "Parcel" means the existing parcels reconfigured in accordance with a boundary line adjustment authorized by this Agreement, and each of which is depicted on Exhibit B as Parcel 1, Parcel 2, Parcel 3, Parcel 4, and Parcel 5.

1.2.10. "Project" means the development of five (5) Parcels as depicted in Exhibit B and described in Exhibit C.

1.2.11. "System Improvement" means an improvement that is designed to serve areas within the community at large and which may serve the Project as a part of the community at-large.

1.2.12. "Term" has the meaning set forth in Subsection 13.2 below.

1.2.13. "Town" means the Town of Huntsville, and includes, unless otherwise provided, any and all of the Town's agencies, departments, officials, employees or agents.

1.2.14. "Town Code" means the *Huntsville Municipal Code* in effect as of Effective Date.

1.2.15. "Town Council" means the Town Council of the Town.

2. **Effective Date.** This Agreement is effective as of April 16, 2026 (the "Effective Date"). The Effective Date and Section 4 shall not limit or impair the rights approved and granted in the Annexation Agreement.

3. **Adoption.** The Town agrees to adopt this Development Agreement by Ordinance concurrent with the execution of this Agreement. This Agreement may be recorded by either Party no sooner than thirty (30) days after adoption.

4. **Vested Rights and Legislative Powers.**

4.1. **Vested Rights.** As of the Effective Date, Owner has the vested right to proceed with the development of the Property and the Project in accordance with the Annexation Agreement and this Agreement and Applicable Law. Specifically, Owner is vested with the right to: (i) adjust the parcel boundaries to be configured as Parcels, in accordance with the depiction in **Exhibit B** and described in **Exhibit C**, (ii) develop and construct Dwelling Units with associated accessory buildings, including barns, on Parcel 1, Parcel 2, Parcel 3, and Parcel 4, all as allowed under Applicable Law; (iii) utilize Parcel 5 for agricultural uses and other uses other than a Dwelling Unit, including using Parcel 5 for a barn, other agricultural buildings, or seek other land use approvals or rezones through future requests or applications; (iv) connect to existing public roads; and (v) connect to existing public infrastructure, upon the payment of generally applicable fees, as depicted in Exhibit B. The Parties specifically

intend that this Agreement grants the Property “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code §10-20-902. To the maximum extent permissible under the laws of Utah and at equity, the Town and Owner intend that this Agreement be construed to grant Owner all vested rights to develop up to four (4) Dwelling Units, as described above, on the Property in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the Effective Date of this Agreement. The Parties intend that the rights granted to Owner under this Agreement are contractual and are in addition to those rights that exist under statute, common law and at equity.

4.2. **Future Laws.** The Town’s Future Laws with respect to the project or the Property shall apply except for those that would limit or restrict uses and rights granted or confirmed under this Agreement and the Annexation Agreement.

5. **Obligations.**

5.1. **Frontage.** Frontage for parcels 1 and 2 is designated off 500 North. Frontage for parcel 4 and 5 is designated off 100 South. Parcels 1, 2, 4 and 5 have adequate frontage and are consistent with Town zoning requirements for the A-3 zone.

5.2. **Flag Lot.** As part of the project, and in exchange for downzoning, Parcel 3 will be configured as a flag lot with the driveway accessing 100 South (as depicted on Exhibit B). The driveway for parcel 3 shall be constructed as a shared driveway and shall be a minimum of twenty feet (20’) wide.

5.3. **Access.** In order to minimize potential degradation and adverse effects to Spring Creek, only one bridge will be constructed over Spring Creek, as part of the shared driveway to Parcel 3. This shared driveway from 100 South will be used as the access point for Parcels 3, 4 and 5. For safety purposes, circulation, and traffic flow on 500 North, only one access point shall be constructed with a shared driveway to Parcel 2 and will provide access to Parcel 1. The shared driveway from 500 North to Parcel 2 may continue south through Parcel 3 and may be connected to the shared driveway from 100 South, as depicted on Exhibit B, which configuration has been reviewed for compliance with Weber County Fire Marshal regulations and standards.

5.4. **Tree Restoration.** Owner agrees to plant new trees along the south side of Spring Creek. Owner will maintain the trees along the south side of Spring Creek that are planted within Owner’s property. Owner will counsel with Huntsville Town Tree Committee to determine what trees are most suitable for planting in that area.

5.5. **Wetlands Protection.** A U.S. Army Corps of Engineers permit, or formal jurisdictional determination shall be required prior to approval of the Final Survey. Any development is subject to the Huntsville Town Sensitive Lands Ordinance.

5.6. **Boundary Adjustment.** The development shall adhere to the procedures and requirements set forth in Utah Code §10-20-906, for a simple boundary adjustment. This

Agreement constitutes the Town's consent for the reconfiguration of the parcels into Parcels as depicted on Exhibit B and the Parties shall work together on any consents or other submissions required to have the boundary adjustment reflected in the records of Weber County.

5.7. **Referendum Costs.** The Parties do not intend that the adoption or approval of this Agreement is an action that is referable under Utah law. In the event a referendum is initiated challenging this Agreement or its associated approvals, the Owner agrees to bear the Town's reasonable legal costs and attorney's fees related to the defense of this Agreement.

5.8. **Culinary Water Infrastructure.** The Town Engineer will submit engineering recommendations and design specifications to guide the installation of culinary water connections and infrastructure within the development for the five (5) connections identified in the Annexation Agreement. All work shall conform to Town and applicable state water standards.

6. **Integration.** This Agreement contains the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature between the Parties and may only be modified by a subsequent writing duly executed by the Parties hereto. This Agreement does not replace the Annexation Agreement, but rather this Agreement is intended to implement rights and approvals granted in the Annexation Agreement.

7. **Severability.** If any part or provision of the Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific part or provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement 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. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be (a) served personally upon the Party for whom intended, (b) sent by nationally recognized express delivery service, or (c) if mailed, by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below. Additionally, any such notices, requests and demands may be sent by electronic mail, so long as such notice is also delivered by one of the methods described above.

To Owner:

McKay Meadows LLC
Attn: Steve Starks
10652 Iron Mountain Dr.
South Jordan, Utah 84095
Email: stevestarks@gmail.com

With a copy to:

Snell & Wilmer LLP
Attn: Wade Budge
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101
Email: wbudge@swlaw.com

To the City:

Huntsville Town
7381 East 200 South
PO Box 267
Huntsville, Utah 84317
Email: _____

With a copy to:

Huntsville Town

7381 East 200 South
PO Box 267
Huntsville, Utah 84317

Any Party may change its address or notice by giving written notice to the other Party in accordance with the provisions of this section.

9. **Amendment.** The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. Any amendment must be recorded in the Weber County Recorder's Office to be effective. An amendment to this Agreement need only be executed by Owner and the Town to be effective. The consent of any Owner of the Property is not required to amend this Agreement.

10. **General Terms and Conditions.**

10.1. **Applicable Law.** This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the rules, regulations, official policies, standards and specifications applicable to the development of the Project in effect on the Effective Date, including the applicable Town Code, resolutions, state law, and federal law (the "**Applicable Law**").

10.2. **Termination of Agreement.** The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until the earlier of the following events: (i) certificates of occupancy have been issued for all Dwelling Units to be constructed in the Project, or (ii) forty (40) years from the date on which this Agreement is recorded with the Weber County Recorder's Office (the "Term"); provided, however, that if Owner is not in breach of any material provisions of this Agreement when said forty (40)-year period expires, and any portions of the Project have not been completely built-out, then this Agreement shall automatically be extended for an additional like period or periods, until such time as all four (4) Dwelling Units are constructed (as applicable, the "Extended Term").

10.3. **Run with the Land.** This Agreement shall be recorded against the Property. The agreements, benefits, burdens, rights and responsibilities contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Property, or portion thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership.

10.4. **Default & Remedies.** If either the Owner or the Town fails to perform their respective obligations under the terms of this Agreement (as applicable, the "Defaulting Party"), the non-defaulting Party shall provide written notice to the Defaulting Party specifically identifying the claimed event of default and the applicable provisions of this Agreement claimed to be in default. The Defaulting Party shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice. The Parties shall meet and confer in an attempt to resolve the default but if they are not able to do so the Parties shall have the rights and remedies available at law and in equity, including injunctive relief or specific performance. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights. If the Town elects to consider terminating this Agreement due to an uncured default by Owner, then the Town shall give to Owner written notice of Town's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by Town's legislative body at a duly noticed public meeting. Owner shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If Town's legislative body determines that a material uncured default has occurred and is continuing, Town may thereafter pursue the remedy of termination through an appropriate judicial proceeding.

10.5. **Non-liability of Town Officials or Employees.** No officer, representative, agent, or employee of the Town shall be personally liable to the Owner or any successor-in-interest or assignee of the Owner, in the event of any default or breach by the Town or for any amount which may become due, the Owner, or its successors or assignee, for any obligation arising out of the terms of this Agreement.

10.6. **Ethical Standards.** The Owner represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the Town, or former officer or employee of the Town, or to any relative or business entity of an officer or employee of the Town; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of

bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code §§ 10-3-1301 *et seq.* and 67-16-3 *et seq.*; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the Town or former officer or employee of the Town to breach any of the ethical standards set forth in state statute or Town ordinances.

10.7. **No Officer or Employee Interest.** It is agreed that no officer or employee of the Town has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Owner, or any member of any such persons' families shall serve on any Town board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Owner's operations, or authorizes funding or payments to the Owner. This section does not apply to elected offices.

10.8. **Performance.** Each Party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt, or inconvenience any other Party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy, or other approvals associated therewith. This section shall not be construed to require a Party or its representatives to provide an approval contrary to Applicable Law, regulations, or this Agreement.

10.9. **Governing Law & Venue.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the Second Judicial District Court of the State of Utah.

10.10. **Third Party Rights.** The Parties to this Agreement are the Owner and Town. There are no intended third-party beneficiaries of this Agreement. The Parties acknowledge that this Agreement refers to a private development and that the Town has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property.

10.11. **Further Documentation.** This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

10.12. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; pandemics; fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

10.13. **Relationship of Parties.** This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the Town and the Owner.

10.14. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first written above.

MCKAY MEADOWS LLC,
a Utah limited liability company

By: _____
Name: Steve Starks
Its: Manager

STATE OF UTAH)
)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2026, personally appeared before me Steve Starks, the Manager of McKay Meadows LLC, a Utah limited liability company, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Agreement on behalf of said company and who duly acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public

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

By: _____
Name: Richard Sorensen
Its: Mayor, Huntsville Town

Becki Endicott
Town Clerk



STATE OF UTAH)
)
) ss.
COUNTY OF)

On this _____ day of _____, 2026, personally appeared before me _____, the authorized signer of the Town of Huntsville, whose identity is personally known to me, to be the person who executed the Agreement on behalf of the Town of Huntsville, and who duly acknowledged to me that he executed the same for the purposes therein stated.

Notary Public

Approved as to Form:

Town Attorney

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is effective July 24, 2026, by and between **HUNTSVILLE TOWN**, and **JOHN M. JANSON**, who is for the purposes of this agreement considered the "Independent Contractor".

RECITALS:

- A. Huntsville Town is in need of consultant planning services.
- B. Independent Contractor has experience in providing planning services as a consultant.
- C. Huntsville Town desires to enter into a service contract with the Independent Contractor for such services.
- D. The parties have determined that it is mutually advantageous to enter into this services contract ("**Agreement**").

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, mutual covenants, and undertakings, the parties hereby agree as follows:

1. **Employment of Independent Contractor.** Huntsville Town agrees to engage the Independent Contractor, and the Independent Contractor agrees to furnish all services and materials necessary or desirable to provide Huntsville Town with the following planning services, including but not limited to, (1) Complete an update to the Town's Zoning Ordinance, emphasizing the CH zone, but possible including other associated zones (2) Prepare for and attend workshops, as needed but possibly virtual (3) attend Huntsville Town Planning Commission and Town Council public hearing and meetings, as needed but possibly virtual, and; (4) as requested by the Town from time-to-time provide other planning related services. (All such services are collectively referred to herein as the "**Services**"). In the event of conflicts and/or inconsistencies within or among, this Agreement, and applicable statute, rules, regulations, or standards, the Independent Contractor shall (1) provide the better quantity or greater quality or (2) comply with more stringent requirements or standards, either or both, in accordance with Huntsville Town's reasonable interpretation.

2. **Fees for Services.** Huntsville Town shall pay the Independent Contractor according to the attached exhibit A. Billings shall occur monthly but generally relate to the phase suggested in exhibit A ("**Fee**"). **Fees shall not exceed \$3800**, unless additional work is agreed to in writing by all parties. Each month the Independent Contractor shall provide Huntsville

Town with a detailed hourly invoice. Provided the invoice is in a form acceptable to Huntsville Town and the Services have been performed to the satisfaction of Huntsville Town then Huntsville Town shall pay such amount within a reasonable time of receipt of the invoice. Independent Contractor charges \$120 per hour.

3. **Expenses and Costs.** The Fee includes all expenses, taxes, and costs related to the performance of the Services, except a virtual meeting platform such as Zoom, printing costs (if needed) and meeting minutes, which shall be a Town responsibility.

4. **Services Performed in a Professional, Reasonable Manner.** The Services shall be provided by the Independent Contractor in a professional manner in compliance with all applicable laws, ordinances, rules, regulations, and applicable standards of performance, including, but not limited to, the status verify system requirements for contractors of Utah Code Ann. § 63G-12-101, *et seq.* Subject to the foregoing, the exact nature of how the Services are to be performed and other matters incidental to providing the Services shall remain with the Independent Contractor.

5. **Public Information.** The Independent Contractor understands and agrees that this Agreement and related invoices, etc., will be public documents, as provided in Utah Code Ann. § 63G-2-101, *et seq.*

6. **Confidentiality.** Independent Contractor agrees (1) to hold any confidential information in strict confidence; (2) not to disclose confidential information to any third-party, except upon Huntsville Town's prior written consent; and (3) to use reasonable precautions and processes to prevent unauthorized access, use, or disclosure of Huntsville Town confidential information; provided, however, that Independent Contractor may disclose confidential information if and only to the extent required to do so by applicable law (in which case, Independent Contractor shall advise Huntsville Town as soon as practicable and prior to disclosure, if practical, and cooperate and assist Huntsville Town at Huntsville Town's cost and expense, if Huntsville Town seeks a protective order or other relief from such disclosure requirements). As used in this Agreement, confidential information means all information material that constitutes a private, controlled, or protected record or document, or is exempt from disclosure as referenced in Utah Code Ann. § 63G-2-101, *et seq.* Independent Contractor also agrees to obligate their employees (if any) to the same obligations imposed on the Independent Contractor as provided in this section.

7. **Equipment and Facilities.** For purposes of performing the Services, the Independent Contractor shall furnish and supply at its sole cost all necessary labor, supervision, equipment, tools, and supplies necessary and incident to performing the Services, except for, projection systems, virtual meeting platforms, printing, and advertising costs.

8. **Indemnity.** The Independent Contractor shall defend, protect, indemnify, save, and hold harmless Huntsville Town, including its elected and appointed officials, employees, agents, and contractors from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or in equity, including reasonable attorneys' fees and costs of suits, relating to or arising from the Independent Contractor providing the Services to Huntsville Town. Nothing herein shall be construed to require the Independent Contractor to indemnify

Huntsville Town against Huntsville Town's own negligence.

9. **Term.** This Agreement shall be effective as of the date hereof and unless terminated earlier shall terminate on June 30, 2027 provided, however, upon the consent of the parties hereto and subject to the right to terminate as provided herein, this Agreement may be renewed for successive one (1) year term.

10. **Assignment and Delegation.** Independent Contractor will not assign or delegate the performance of its duties under this Agreement without the prior written approval of Huntsville Town.

11. **Employment Status.**

a. **Official Status.** Although not anticipated, the Independent Contractor shall have complete control and discretion over all personnel providing Services hereunder. All such personnel shall be and remain employees of the Independent Contractor and shall be considered to be independent contractors. Independent Contractors have no authority, expressed or implied, to bind Huntsville Town to any agreement, settlements, or liability whatsoever.

b. **Salary and Wages.** Huntsville Town shall not have any obligation or liability for the payment of any salary or other compensation to personnel providing sub-contracted Services hereunder.

c. **Employment Benefits.** All personnel providing Services shall have no right to any Huntsville Town pension, civil service, or any other Huntsville Town benefits pursuant to this Agreement or otherwise.

12. **Termination.** Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party.

13. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below:

Huntsville Town: Mayor

with a copy to: Town Clerk

Independent Contractor: John M. Janson

14. **Claims and Disputes.** Claims, disputes, and other issues between the parties arising out of or related to this Agreement shall be decided by litigation in the Second Judicial District Court in and for Weber County, Utah. Unless terminated pursuant to provisions hereof or otherwise agreed in writing, the Independent Contractor shall continue to perform the Services

during any such litigation and Huntsville Town shall continue to make payments to Independent Contractor in accordance with the terms of this Agreement.

15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

16. **Product of Services Patents, Copyrights, Etc.** The results of Services shall constitute "work made for hire" for Huntsville Town. Huntsville Town shall be considered the author of such work for all purposes and the exclusive owner of all rights comprised in the copyright of such work and shall have the right to exploit any or all of the foregoing in any and all media, now known or later devised. If the results of any Services are not determined to be "work made for hire," or if Huntsville Town is not considered the owner of all such rights, the Independent Contractor hereby assigns to Huntsville Town without reservation, all right, title, and interest (including, but not limited to, the copyright and any extension or renewal thereof) in and to all ordinance related work and other expressions created by the Independent Contractor pursuant to this Agreement. Huntsville Town, in return, hereby grants to the Independent Contractor a nonexclusive license to reproduce said ordinance work created by the Independent Contractor for marketing and future use. No other copyrights are included in this grant of nonexclusive license to the Independent Contractor. The Independent Contractor shall, upon request, execute, acknowledge, and deliver to Huntsville Town such additional documents as the Independent Contractor may deem necessary or advisable to evidence and effectuate the assignment and Huntsville Town's rights under this Agreement. The Independent Contractors will indemnify and hold Huntsville Town, its officers, agents, and employees harmless from liability of any kind or nature, including the Independent Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the Services.

17. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts hereof.

18. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plurals and vice versa.

19. **Applicable Law.** The provisions hereof shall be governed by and construed in accordance with the laws of the State of Utah.

20. **Entire Agreement and Modification of Agreement.** This Agreement and exhibit attached hereto constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by the parties.

21. **Force Majeure.** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control.

22. **Time.** Time is the essence hereof.

23. **Survival.** All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

24. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

25. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

26. **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.

27. **Exhibits and Recitals.** The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

28. **Injunctive Relief.** Notwithstanding anything to the contrary in this Agreement, the Independent Contractor acknowledges that the unauthorized use or disclosure of confidential information would cause irreparable harm to Huntsville Town. Accordingly, the Independent Contractor agrees that Huntsville Town will have the right to obtain an immediate injunction against any breach or threatened breach of section 6 of this Agreement, as well as the right to pursue any and all other rights or remedies available at law or in equity for such breach.

29. **Conflicts of Interest.** The Independent Contractor represents and certifies that it has not offered or given any gift or compensation prohibited by law to any officer or employee of Huntsville Town to secure favorable treatment with respect to being awarded this Agreement.

IN WITNESS WHEREOF, Huntsville Town caused this Agreement to be signed by its Mayor and attested by its Town Clerk and delivered, and the Independent Contractor has caused the same to be signed and delivered.

HUNTSVILLE TOWN

By: _____
Richard Sorenson, Mayor

Date _____

ATTEST

Shannon Smith, Town Clerk

APPROVED AS TO FORM

John M. Janson

John Janson

Date 7/29/2026

EXHIBIT A – SUGGESTED PROCESS

1. Review and comment of draft - 2.5 hours
2. Draft revisions with Town input - this may include new text language to other related ordinances - 12 hours
3. Joint workshop to discuss the draft with the PC/TC (includes preparations and travel) - 6 hours
4. Revisions - 2 hours
5. Planning Commission public hearing (includes preparations and travel) - 5 hours
6. Town Council public meeting (includes preparations and travel) - 4 hours

Total hours – 31.5. Approximate total cost (not to exceed) \$3800

From: JOHN JANSON <j_janson@comcast.net>
Sent: Monday, 27 July 2026 12:06:02
To: Shannon Smith <ssmith@huntsvilleutah.gov>
Subject: Re: Help with mixed use!

I've gone through and made comments - took about 2 hours. It really is more of a major update to the CH that just adding a mixed use allowance. It appears that the AI doesn't really have our State Law in its' data base. There are a lot of flaws that are very inconsistent with the State Laws that changed about 15 years ago. These relate to providing objective standards. Phrases that contain the word "compatible" just don't work anymore. Compatibility is in the eye of the beholder and differs for everyone. In looking at the current CH online, it is very simple. It includes the references to other existing chapters instead of trying to create new language for such items as landscaping, parking, signs, lighting, access, etc. It is confusing to create new requirements when you have other chapters that cover the issue.

It might be that updates to the other topical chapters to cover the CH are needed instead of suggesting new regulations, just because you want to add mixed use. Figuring out what the Town wants the CH to look like should be our actual goal - adding mixed use is not that monumental - just have a section that covers that, including all the references to parking, landscaping, etc.

I don't get what the concern is about the Historic Town core (is there a map of that or is that simply all the gridded blocks?). The CH is about a half mile away from the center of Huntsville. In some cases the draft talks about linking and connections and in others there are statements about reducing impacts. I recall, when I did some work with you all previously, there was a discussion of commercial use on the west side of 39 - is that what everybody is worried about? A west side CH proposal would require a rezone, where you could impose additional requirements through a development agreement.

So, dropping sections where you have other ordinances that cover the topic (that may need a updates), dropping ambiguous "compatibility" language (and replacing that with standards), moving definitions to your definitions chapter, deciding how the CH is actually different than the C-1 in how you want that area to look, and reorganizing quite a bit - these are the general revisions that are needed.

Here is my suggested process and associated costs:

1. Review and comment of draft - 2.5 hours
2. Draft revisions with your input - this includes new text language to other related ordinances - 12 hours
3. Joint workshop to discuss the draft with the PC/TC - 6 hours
4. Revisions - 2 hours
5. PC public hearing - 5 hours
6. TC public meeting - 4 hours

This yields 31.5 hours with an approximate cost of \$3800. My rate is \$120 per hour.

I've attached my review/comments. I had a lot (sorry) but the draft is just too subjective under Utah Law.

John M. Janson
Planning Solutions
801-232-3778