



Mayor – Tiffany Atkinson  
City Council - David Fowles  
City Council - Stephanie Allred  
City Council - Gerald Osborne  
City Council - Kirk Brower

**Hyde Park City Council  
113 East Center Street  
Hyde Park, Utah  
August 25, 2026  
7:00PM**

The Hyde Park City Council meeting began at 7:00 and was conducted by Mayor Atkinson.

**City Officials Present:** Mayor; Tifany Atkinson, Council Members; Stephanie Allred, David Fowles, Gerald Osborne, and Kirk Brower, City Administrator; Marcus Allton, City Recorder; Donja Wright, City Planner; Machael Layton.

**Others Present:** Nate Shillington, Kim Jadin, Michael Hutchings, Jay Johnson, Jason Buttars, Caby Carling, Blake Parker, Shawn Parker, Melinda Lee, Kevin Flint, Joy Flint, Darrin Seamons, Scott Robinson, Kelly Harmon, Jay Jenks, Heather Seamons, Shawn Milne, Alex Moore, Becky Nielsen, Zell Allred, Brett Allred, David James, Kathy McConkie, Matt Redd, Christine Hall

**Thought / Prayer and Pledge of Allegiance:** Council member Osborne

**Minutes:** *Council member Osborne made a motion to approve the minutes from August 12, 2026, City Council meeting as amended. Council member Brower seconded the motion. The motion carried 4/0.*

**Adoption of Agenda:**

*Council member Fowles made a motion to approve the agenda as presented. Council member Allred seconded the motion. The motion carried 4/0.*

**Citizen Input**

No members of the public came forward. The citizen input period was closed.

**Council Business**

**NPPD Report** — City Administrator Marcus Allton reported on behalf of the Police Chief, who was not present. He noted that August 25th was the first day of school for most students in Hyde Park, and that there had been some difficulties with the safe route to the middle school, particularly near roundabouts. Mayor Atkinson, the Police Chief, City Administrator Allton, and

Council Member Fowles were present that morning and discussed potential rerouting options. Staff indicated they would reach out to the school to coordinate a safer walking route.

Council Member Allred raised a concern regarding the city's deer trapping program, noting that only one deer had been captured despite traps being in place and the trapping season nearing its end in approximately one month. She relayed feedback from landowner Mark Ashcroft, on whose property two traps are located, suggesting that one trap be relocated to a different site. Ashcroft also questioned whether the grain block currently used as bait was appropriate given the abundance of fresh produce in the area, and recommended reaching out to Nolan Krebs, who had previously been successful in managing the local deer population. City Administrator Allton agreed to follow up with the Police Chief on these concerns.

**Mayor/Staff/Council Reports** City Administrator Allton indicated staff had no formal reports to present.

Council Member Allred reported that a citizen had contacted her with concerns about the recently changed speed limit on 250 East (which transitions to 800 East). The resident expressed frustration that the public had received no notice or opportunity to provide input before the limit was lowered to 25 mph, noting that the road connects to North Logan at 30 mph and to 600 South at 30 mph. The resident also questioned whether enforcement activity in the area was operating as a speed trap for revenue generation. Council took note of the feedback.

### **Action Items**

#### **Public Hearing to get citizen input on a Development Agreement between Schreiber Foods and Hyde Park City (Parcels 04-029-0005 and contiguous James Family Parcels) 8:44**

Prior to opening the public hearing, Mayor Atkinson invited representatives from Schreiber Foods and City Administrator Allton to present background information on the proposed development agreement.

#### **Schreiber Foods Presentation**

Jay Johnson, representing Schreiber Foods, provided an overview of the company. Founded in 1945, Schreiber Foods is one of the largest employee-owned companies (ESOPs) in the United States, with over 10,000 employee-partners and more than 40 locations worldwide. The company produces processed cheese, natural cheese, cream cheese, yogurt, and aseptic beverages, and reports annual revenues of approximately \$7.7 billion. Schreiber has a significant presence in Cache Valley, with major facilities in Logan and Smithfield, and is currently undertaking a nearly \$300 million expansion of its Logan plant to increase yogurt production capacity. Johnson noted Schreiber's extensive community involvement in Cache

Valley, including partnerships with the Family Place, Meals on Wheels, Cash Community Food Pantry, United Way, Habitat for Humanity, CAPSA, and others.

Johnson explained that as production volumes grow — with the two Cache Valley facilities projected to process more than one billion pounds of milk over the next two years — Schreiber requires a dedicated regional distribution center. The proposed facility would consist of approximately 500,000 square feet of refrigerated storage in Phase 1, serving as a hub for distribution to the western United States. Projected economic impacts include \$6.7–7 million in incremental property tax over 15 years, \$900,000–\$1.5 million in sales and use tax, \$164.5 million in economic output during construction, and 75–85 direct jobs at an average wage of \$70,000, with an additional 50–60 indirect jobs supported in the region.

Michael Hutchings, the project's development consultant, provided additional context on the proposed development agreement. He explained that the agreement is primarily focused on Phase 1 and is intended to create a binding contract establishing mutual obligations for both Schreiber and the city. A key deviation from the city's master plan involves the routing of 1000 West (10th West), which the master plan calls to bisect the property in a north-south alignment. Schreiber's plan calls for that road to curve around the eastern edge of its campus rather than run through it, in order to preserve a secure, interconnected campus for all future phases.

### **City Staff Presentation**

City Administrator Marcus Allton provided a staff summary of the development agreement, noting that discussions with Schreiber began in February 2025 under Mayor Cox. He explained that the agreement is being considered concurrently with an annexation application, as state law permits development agreements to be entered into when an active annexation petition is pending.

Allton reviewed the key provisions of the agreement using a color-coded framework: items clearly beneficial to the city, items requiring council judgment, and items outside staff's authority to approve unilaterally. He summarized the following notable points:

- **Vested Rights (Resolved):** The agreement would freeze current city development standards for 15 years. Following Planning Commission feedback, Schreiber agreed to attach an exhibit to the agreement listing the specific city code provisions being vested, providing clarity for future enforcement.
- **Public Infrastructure:** Schreiber committed to constructing all public infrastructure necessitated by their project, with the city responsible for any upgrades beyond what the project requires. A maintenance agreement provision for any shared infrastructure was agreed to following Planning Commission concerns.
- **Stormwater and Drainage:** Schreiber offered to work with the city on regional stormwater detention basins on irregular parcels created by the road realignment, with a maintenance agreement to clarify long-term responsibilities.

- **600 South Roadway (3100 North):** Because this road dead-ends at the airport, a reduced cross-section was approved by staff, with discussions with North Logan City underway regarding their half of the road.
- **1000 West Roadway:** This was identified as the most complex issue. Schreiber proposes to build their half of 1000 West only up to the Phase 1 access point. Beyond that, they would dedicate the right-of-way to the city at no cost but would not fund construction. Allton noted the city relies on regional grants (through CMPO/COG) for roads of this scale and confirmed CMPO staff had indicated they would support grant applications even with the rerouted alignment, as connectivity — not perfect straightness — is their primary concern. However, Allton flagged that Section 7.3, subsections A through C of the draft agreement, created a problematic requirement for the city to have design and construction plans completed within 30 days of certain triggering events, which was financially and practically infeasible.
- **Successors and Assigns (Resolved):** A rescission clause was confirmed in the agreement, giving the city the right to terminate the agreement if Schreiber were to sell the property to a non-affiliated entity.

### **Public Hearing**

Mayor Atkinson opened the public hearing. The following individuals addressed the Council:

**Kevin Flint** (175 South 700 East, Hyde Park) shared a personal anecdote about encountering a Schreiber plant in the Czech Republic, establishing that he had no opposition to Schreiber as a company. However, he expressed concern about whether the development agreement was necessary for Phase 1, suggesting that Phase 1 could likely be built under standard city ordinances without the need for special concessions. He encouraged the Council to carefully weigh what the city was giving up — including road connectivity and frozen development standards over a 15-year period — against the actual benefits flowing back to Hyde Park specifically, noting that tax revenue would be distributed among multiple taxing entities and that many of the projected jobs might not be filled by Hyde Park residents.

**Alex Moore** (Hyde Park resident and 20-year Schreiber Foods employee) spoke in support of the agreement, stating that in his experience across many Schreiber locations, the company consistently demonstrates genuine investment in the communities where it operates. He expressed confidence that Schreiber would be a positive and lasting presence in Hyde Park.

**Kelly Harman** (132 South 950 East, Hyde Park), a longtime builder in the area, raised two questions: first, whether North Logan City had been adequately consulted regarding traffic impacts, particularly since a significant portion of site access would connect through North Logan's street network; and second, whether there was precedent for the city funding road construction that directly benefits a private developer. He noted that in his own developments in the area, his firm had always built the roads and then dedicated them to the city, and he questioned why a different standard would apply here.

**Marc James** (co-trustee of the James family property) noted that he grew up in Hyde Park and that his family has grazed cattle on the subject property for many years. He acknowledged that the sale of the property is necessary to settle the family estate. He expressed that Schreiber had been transparent and professional throughout nearly two years of negotiations, and he noted meaningful personal connections between Schreiber's leadership and the Hyde Park community. He urged the Council to approve the development agreement, noting that without Schreiber, the property would likely be developed piecemeal over a much longer period.

**Melinda Lee** (Hyde Park resident) offered a more cautionary perspective. She stated clearly that the decision before the Council was not whether Schreiber could operate in Hyde Park — they could do so under existing ordinances — but whether the city should grant specific concessions in exchange for a defined benefit. She questioned whether those benefits truly outweighed the costs, particularly with respect to the road: under the proposed agreement, Schreiber would not build the multimillion-dollar 1000 West Road, and the city would likely need to pursue regional grant funding to construct it, meaning the broader Cache Valley tax base — not just Schreiber — would ultimately pay for infrastructure that primarily unlocks Schreiber's campus.

**Thayne Braegger** (Hyde Park resident) expressed a broader concern about the pattern of developers negotiating deviations from city master plans, ordinances, and impact fees. While stating no personal objection to Schreiber Foods, he argued that the Council should not allow developers and landowners to dictate how the city is run and called for a firmer adherence to established plans and codes.

The public hearing was closed.

#### **Consider a Development Agreement between Schreiber Foods and Hyde Park City (Parcels 04-029-0005 and contiguous James Family Parcels) 57:26**

The Council opened discussion on the development agreement.

#### **Traffic and Site Access**

Council Member Osborne requested a traffic summary from the project's civil engineer. The engineer explained that all truck traffic would enter and exit the facility at a single access point on 1000 West, aligned with an existing intersection across the street to avoid offset driveways. The vast majority of truck traffic was projected to head south toward 3100 North (600 South) and out to the highway. A secondary access point on 600 South would serve employee parking. Emergency-only gated access was also planned at the rear of Phase 1.

#### **The 1000 West Road — Key Council Debate**

The routing and funding of the 1000 West roadway generated the most sustained discussion. Council Member Allred noted that under the standard master plan alignment, the road would bisect Schreiber's property and the developer would be responsible for building it. Under the proposed rerouted alignment — curving around the campus — Schreiber would build only the

Phase 1 half-section and dedicate the remaining right-of-way to the city, with construction of the remainder expected to come from grants or other developers.

Michael Hutchings clarified that Schreiber would not be constructing or funding the rerouted portion of 1000 West beyond Phase 1, arguing that under Utah proportionality law, a developer cannot be required to pay for infrastructure that their project does not necessitate. He emphasized that Schreiber was offering approximately \$1 million in land value through the road dedication, and that when the detention pond parcels were included, total land being offered to the city approached \$3 million.

Council Member Fowles challenged the framing, noting that the disputed half-width section amounted to roughly 0.0063% of the total 119-acre development, and questioned why Schreiber would not simply dedicate the full 66-foot right-of-way width for that section.

Hutchings responded that Phase 2 and 3 planning was not yet detailed enough to confirm whether the alignment would need to shift, potentially affecting future building placement. He also noted that the adjacent eastern parcels, once they develop, would be expected to provide their own half of the right-of-way and would benefit significantly from its availability.

City Planner Machael Layton offered additional context, noting that the half-width dedication along the eastern boundary could provide those undeveloped parcels with an access opportunity they might not otherwise have, given UDOT's restrictions on direct highway access. Council Member Fowles observed that the county's master transportation plan does not anticipate 1000 West being built until 2043–2050, which falls outside the 15-year vesting window, raising further questions about the practical timing of road construction.

### **Section 7.3 — Dedication Timing**

Council Member Fowles and City Administrator Allton identified Section 7.3, subsections A through C, as a significant concern. As written, those provisions would require the city to have design and construction plans for the road ready within 30 days of certain triggering events tied to Phase 2 and Phase 3 building permits. Allton explained that engineering alone for a road of this scale could cost several hundred thousand dollars, and that the city could not realistically fund or execute that on such a timeline. He noted that grant applications require years of planning and are tied to fiscal year cycles.

Hutchings responded that Schreiber was not attached to the current mechanics of the dedication timeline and was willing to revise subsections A through C to accommodate a process that allows the city to secure right-of-way first and then pursue grants for design and construction on a realistic timeline. The Council and Schreiber representatives agreed in principle to this revision.

### **Agreement Term**

Council Member Fowles raised a question about the agreement's duration, noting that Section 11.4 specifies a 20-year term, while earlier discussion had focused on a 15-year vesting period. Hutchings clarified that the 15-year provision applies specifically to the vesting of city codes —

after which current codes would take effect — while the overall agreement runs for 20 years and includes an automatic 5-year extension if Phase 1 is substantially underway, making the practical maximum term 25 years.

### **General Council Sentiment**

Council Member Fowles acknowledged the weight of the decision, expressing that the Council had not had adequate time to thoroughly review the full agreement, noting that the Planning Commission received the document only the day before their meeting. He stated his primary obligation was to Hyde Park residents and that the decision would have lasting consequences for the city.

Council Member Osborne shared that he felt unsettled about the decision. Council Member Allred echoed that the road remained her primary sticking point, noting that the rerouted alignment placed the road further west than even the originally planned 900 West corridor. Mayor Atkinson acknowledged the road as the Council's central concern, describing the deviation from two planned roads as a significant concession by the city.

Following the discussion, the Council moved to approve the development agreement subject to the condition that Section 7.3, subsections A through C, be deleted and replaced with language requiring Schreiber and the city to work cooperatively to ensure right-of-way dedication occurs on a timeline that enables the city to pursue grant funding for design and construction of the 1000 West extension.

*Council member Fowles made a motion to approve the Development Agreement between Schreiber Foods and Hyde Park City for Parcels 04-029-0005 and contiguous James Family Parcels, with the condition that Section 7.3, subsections A, B, and C be deleted and replaced with language requiring the city and Schreiber to work together to ensure easements are provided to the city in a timely fashion so the city may apply for grant funding for construction of the 1000 West extension. The motion was seconded by Council Member Brower. Council members Fowles, Allred, and Brower voted in favor. Council member Osborne voted in opposition. The motion carried 3–1.*

### **Public Hearing to get citizen input on an annexation request for 183 Acres pursuant to Section 10-2-800, U.A.C as requested by Mark F. James and Rebekah Neilsen (Sponsor Mortensen Development) 1:48:09**

Mayor Atkinson opened the public hearing on the annexation of 183 acres. City Administrator Allton noted that the city had received three letters during the protest period: two in support (from the James family and the Allred family, who also own a portion of the subject land) and one letter in opposition. The opposing letter was determined by the city attorney to have been filed in the wrong location and outside the required time period, rendering it invalid and without effect on the annexation proceedings. No members of the public came forward to comment. The public hearing was closed.

**Consider Ordinance 2026-07 – An Ordinance annexing 183 Acres pursuant to Section 10-2-800, U.A.C as requested by Mark F. James and Rebekah Neilsen (Sponsor Mortensen Development) 1:50:27**

The Council noted that the annexation and the development agreement were interdependent actions

*Council member Fowles made a motion to approve Ordinance 2026-07, an ordinance annexing 183 acres pursuant to Section 10-2-800, U.A.C., as requested by Mark F. James and Rebekah Neilsen. The motion was seconded by Council Member Gerald Osborne. The motion carried 4–0.*

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**Discussion Items**

**Wolfpack Way — Dirt Stockpile:** Council Member Osborne raised concern about a large quantity of dirt deposited on city property adjacent to the Wolfpack Way construction project. City Administrator Allton acknowledged that the volume of dirt was substantially greater than originally anticipated (approximately four feet in height, affecting neighboring residents' privacy fence views). Staff indicated they are working with Sunrise Engineering and the contractor to determine where the material will be relocated by project completion and expressed confidence that the cost of relocation would be covered within the existing grant-funded project scope rather than by the city.

**Well House Project:** Council Member Allred inquired about the status of the well-house project. City Administrator Allton noted that a final inspection was scheduled for the following day and expressed cautious optimism that the project would be completed. He confirmed that the city had identified expenses incurred due to the project's extended timeline that would be billed back to the contractor or deducted from retainage, though he noted the city's legal grounds were limited to recovering actual incurred costs rather than seeking punitive damages.

**Tax Increase Hearing Reminder:** City Administrator Allton reminded the Council and public that a special meeting was scheduled for the following day, August 26, to conduct the required public hearing on the proposed tax increase and city budget. He clarified that, per state law, the meeting would not include a general citizen input period; it would be structured strictly in accordance with the statutory requirements for truth-in-taxation hearings.

*Council member Allred made a motion to adjourn. Council Member Fowles seconded the motion. Council members Fowles, Allred, Osborne and Fowles voted in favor. The motion carried 4-0.*

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Donja Wright

**Minutes:** *Council member Allred made a motion to approve the minutes from August 25, 2026, and August 26, 2026, City Council meetings as amended. Council member Osborne seconded the motion. The motion carried 4/0.*