

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING
Thursday, January 22, 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	Present
Artie Powell	Council Member	Present
William Morris	Legal Counsel	Excused
Nikki Wolthuis	Clerk	Present
Beckki Endicott	Clerk	Present

Citizens: Carol Stoker, Melissa Knowles-treasurer, Auzzie Gentry-auditor, Madison Aviles-WFRC, Jeff Keeney, Ron Gault, Mariah Reyes-auditor, Allen Endicott-planning commission chair, Liz Poulter-PC, Rex Harris, Jennifer Sorensen, Dakota and Jeff Hyde, Olga M.-SMHG, Hillary Evans, Mark Evans, Trevor Fuchs- GOAL Foundation

Zoom: Tommy Christie, TCM Sandy Hunter, TCM Jim Truett

1 Mayor Richard Sorensen called the meeting to order.

There is a full quorum present.

2-Pledge of Allegiance led by: Jeff Keeney

3-Opening Ceremony given by: Bruce Ahlstrom

4-Public Comments:

Mayor Sorensen spoke about a car that had been stolen in Town recently and reminded residents to keep their car doors locked.

5. Sheriff's Report: No report.

6. Presentation by Madison Aviles, LAA for WFRC

Ms. Aviles, an LAA for WFRC explained that she works with 15 small cities and towns in Utah under 10,000 residents. She has been helping Huntsville Town with various projects over the past few years including data privacy and a zoning map among other things. She offered to come to Huntsville Town to do training at any time.

7. Discussion and/or action on approval of Minutes for Town Council Meeting January 7, 2026
(See Attachment #1)

There was a correction on the amount of money that was forgivable under the bond. It was \$510,000 rather than \$10,000.

TCM Truett motioned to approve Minutes for Town Council Meeting January 7, 2026. TCM Ahlstrom seconded the motion. All votes Ayes. Motion passed.

8. Discussion and/or action on approval of Winter Running Series Half Marathon 2026
(See Attachment #2)

Trevor Fuchs, GOAL representative, explained that the race course was mostly on the pathway between Eden Park and Huntsville with a small portion in Huntsville Town along 100 S. and 200 S. They would have help from Weber County Sheriff to manage traffic when needed.

Mayor Sorensen motioned to approve Winter Running Series Half Marathon 2026 and waive the Special Event fee. TCM Ahlstrom seconded the motion. All votes Ayes. Motion passed.

9. Presentation of Huntsville Town Audit FY25
(See Attachment #3)

Mariah Reyes from Child Richards presented the audit to the Town Council. She began by summarizing the revenue and expenses, assets and liabilities for FY25. Some highlights included an increase in revenue and sales tax. Expenses were \$49,000 less than were budgeted. She then reported two findings. The first was that the Town had been charging an infrastructure fee without the appropriate impact study. The second was that the auditor could not easily find the proper procedures in place for reporting fraud or abuse.

10. Discussion and/or action on approval of Huntsville Town Audit FY25
TCM Ahlstrom motioned to approve the Huntsville Town Audit for FY25. TCM Johnson seconded the motion. Roll call Vote. Votes reflected below. Motion passed 5-0.

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

11. Discussion and/or action on the Huntsville Town Hall and Community Center Revenue and Expenses

Rex Harris, Town Hall building manager, presented the expenses and revenue for the Town Hall and Community Center for 2025. He stated that the goal for the Town was to not go into debt to maintain the Town Hall. They did not want it to burden town residents. A year ago when they began renting out The Hall it was hard to calculate what the expenses would be. Rex explained that they had seven furnaces and he sets the thermostat differently throughout the building to conserve energy.

In the beginning he estimated that they could generate \$35,000 for pickleball rentals and other events. They did very well with pickleball but fell short on revenue from other events

partly because of the restrictions placed to avoid competing with other businesses in town. Total expenses were \$34,000 and total revenue was \$23,000 for 2025. The Town was technically in the red, but when he factored in and compared the utility costs to those from the previous building it evened out.

He expected the revenue to continue to climb in the coming year. Rex recommended the TC create a capital fund for the building to pay for expenses like a furnace going out or other big things.

12. Discussion and/or action on approval of the Consolidation of Hyde parcels 24-011-0045, 24-011-0043, and 24-011-0041 (See Attachment #4).

Dakota Hyde explained that they acquired the parcels from the Town a few years ago. It makes sense for them to be together. They measure .08 acres or less than 35,000 feet. **Mayor Richard Sorensen motioned to approve the consolidation of the Hyde parcels 24-011-0045, 24-011-0043, and 24-011-0041. TCM Lewis Johnson seconded the motion. All votes ayes. Motion passed.**

13. Discussion and/or action on approval of North Arrow Development Agreement Addendum 2 Timeline Extension (See Attachment #5)

Dakota Hyde read some of the 2016 development agreement for the property. They have a hotel, rentals, coffee shop, and observatory which is phase 1. The second phase is the North Arrow condos. They came to the TC in 2023 to ask for an extension of their agreement. They had made progress since then on the parking lot and water and gas. The building was approved. They needed more time to complete the project and asked to extend the agreement to 2031.

Mayor Sorensen asked about the \$10,000 fire hydrant fee that they hadn't yet paid for. Dakota and Jeff understood that their payment was \$5,000. They stated that they were quoted this price in a conversation with Town employees and a contractor a little over a year prior, when they applied for their building permit. They had not paid the fee yet because they were not yet ready to use it and there was no benefit to them at this point. Mayor Sorensen stated that the fee for fire hydrants was \$20,000 and the Hyde's were responsible for half of that which was \$10,000.

TCM Ahlstrom motioned to approve the North Arrow Development Agreement Extension. TCM Truett seconded the motion. All votes Ayes. Motion passed. Roll call vote. Votes reflected below. Motion passed 5-0.

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

14. Discussion and/or action on approval of up to \$14,000 for Culinary Water System expenses (See Attachment #6)

Ron Gault went through his presentation and gave updates on the culinary water system. They were ready to update some aging equipment and asked for approval of funds.

TCM Ahlstrom motioned to approve \$16,000 for Culinary Water System expenses. TCM Johnson 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 Lewis Johnson	X			
CM Sandy Hunter	X			
CM Jim Truett	X			

15. Discussion and/or action on approval of Ordinance 2025-7-23 RC Zone (See Attachment #7)

Sandy explained that the PC broke up the RC zone into two different zones- one for campgrounds and one for a recreation facility. The PC looked at it as a property and not as one business. Mayor Sorensen suggested they wait and table it until a future day. He wondered if they would want the same conditions if there was a different owner in the future. TCM Sandy Hunter felt that the changes to the RC zone were good for campground rules. And that the PC should draft a letter to the Ogden Boat Club stating changes to the RC Zone ensuring them that they would be grandfathered in. TCM Bruce Ahlstrom had listened to the planning commission discussion. He felt like it was a good meeting and a good compromise. Allen Endicott, Planning Commission Chair, stated that they wanted to look at the land and not the people who own it. Beckki Endicott, clerk stated that just because you have a rezone petition doesn't mean you have to grant it. There are examples of that in the past four years. TCM Jim Truett thanked PC Chairperson Allen Endicott for all the hard work on the RC Zone. He felt like tabling it was a good way to take another look at it and not be hurried. **TCM Richard motioned to table Ordinance 2025-7-23 RC Zone. TCM Truett 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 Lewis Johnson	X			
CM Sandy Hunter	X			
CM Jim Truett	X			

Department Updates

Mayor Richard Sorensen- TCM Bruce Ahlstrom and Huntsville Town Clerk Beckki Endicott had been working on RAMP grants to pay for cabin repairs and for items for the Town Hall. Ogden Valley City was having a party on January 24th from 6-8 pm at the Hearthside. They would be presenting the Town with a gift.

Councilmember Bruce Ahlstrom- Dave Bastian was excited to do the work on the Aldous cabin. He gave a \$14,000 bid. The total cost of it would be \$18,000 plus many hours of volunteer labor.

Councilmember Sandy Hunter- She spoke about the Forest Service work at the old Jefferson Hunt campground. They were hoping to keep the pedestrian bridge open unless the contractor was there working.

Councilmember Lewis Johnson – attended the first mosquito board meeting.

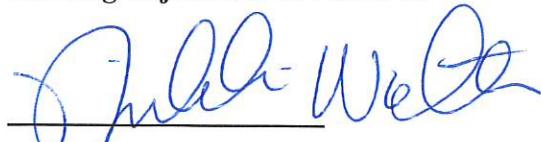
Councilmember Jim Truett– He had been working with Tommy Christie of the VISION committee and Commissioner Gage Froerer and the Forest Service to discuss management of cemetery point. A letter to Senator Curtis was also sent to inquire if Huntsville Town could take over control of the concessions at Cemetery Point. This would create a lot of revenue for Huntsville Town.

He attended the parks board meeting which was interesting. A lot of work needed to be done. He would send over the contract for the repair of the playground equipment and bids for equipment replacement.

Mayor Sorensen motioned to adjourn the regular meeting and have a closed meeting to discuss the character, professional competence, or physical or mental health of an individual. TCM Ahlstrom seconded the motion. Roll call vote. Votes reflected below. Motion passed 5-0.

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

Meeting adjourned at 7:58 PM



Nikki Wolthuis, Deputy Clerk

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING**Wednesday, January 7, 2026, 4:00 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	Present
Beckki Endicott	Clerk	Present

Citizens: Melissa Knowles-treasurer, Cathy Stoker, Carol Stoker, Ron Gault, Jeff Keeney, Jodi Richardson, Rex Harris, Blaine Vernon-Maintenance

Zoom: Mark Anderson, TCM Lewis Johnson, TCM Bruce Ahlstrom

1 Mayor Richard Sorensen called the meeting to order.
There was a full quorum present.

2-Pledge of Allegiance led by: Artie Powell

3-Opening Ceremony given by: Nikki Wolthuis

SWEARING IN CEREMONY

Huntsville Town Clerk, Beckki Endicott led the swearing in ceremony for Councilmembers Sandy Hunter, Jim Truett, and Mayor Richard Sorensen. (See Attachment #1)

4-Public Comments:

Carol Stoker was concerned about the lack of lighting in Huntsville Town. The project manager for Rocky Mtn. Power had told her that they couldn't put the street lights back in until the cable companies finished putting their cables on the poles. Mayor Sorensen stated that he would speak with RMP about it.

5.-Sheriff's Report.

There were twenty calls in the past month, which is normal for the time of the year.

6. Discussion and/or action on approval of Minutes for Town Council Meeting December 4, 2025 (See Attachment #2)

TCM Ahlstrom wanted to edit a sentence on #12 to read, "An alternative US Forest Service map was shared in the meeting that showed some areas within Huntsville Town that were within the WUI area." Nikki noted the changes.

TCM Sandy Hunter motioned to approve the Minutes for Town Council Meeting December 4, 2025 with the edits. Mayor Sorensen seconded the motion. All votes Ayes. Motion passed.

7. Discussion and/or action on approval of Resolution 2026-1-7 Adoption of Facilities MOU with OVC (See Attachment #3)

TCM Sandy Hunter and TCM Truett had some clerical edits.

TCM Sandy Hunter motioned to approve Resolution 2026-1-7 Adoption of Facilities MOU with OVC. TCM Truett seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 5-0.

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

8. Discussion and/or action on approval of Resolution 2026-1-7-B Parameters Resolution (See Attachment #4)

Mark Anderson, bond officer, explained what the Parameters resolution was. He stated that the bond was a little higher just in case bids came in a little higher. Mayor Sorensen was pleased with the terms of the loan and thanked Mr. Anderson for all his work. He explained that they were getting a 1.5% interest rate for 30 years and \$10,000 will be forgiven. TCM Truett stated that Zions Bank had been a great partner of Huntsville Town for many years.

TCM Truett motioned to approve Resolution 2026-1-7-B Parameters Resolution.

Consideration for adoption of a resolution authorizing the issuance and sale of not more than \$ 1,900,000 aggregate principal amount of Water Revenue Bonds, Series 2026; and related matters. TCM Sandy Hunter seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 5-0.

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard L. 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 2025-12-04 Wildland Urban Interface Code (See attachment #5)

TCM Ahlstrom didn't like that the building codes were pretty strict in WUI areas and he wasn't comfortable forcing residents to abide by them. He spoke with Dave Reed, WC Fire Marshal, and he recommended the Town adopt the ordinance. TCM Ahlstrom felt that voting yes would violate his oath of office, but he didn't like that Huntsville Town would be financially responsible if a fire came through.

TCM Sandy Hunter motioned to approve Ordinance 2025-12-04 Wildland Urban Interface Code. TCM Truett seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 4-1.

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

10. Discussion and/or action on approval of Town Councilmember Assignments (See attachment #6)

Mayor Sorensen explained the changes that were made to the department assignments. It was decided that TCM Johnson would now be over the cemetery. TCM Truett took over most of TCM Powell's assignments and was also made Mayor Pro Tem. TCM Sandy Hunter was put on the audit committee, and TCM Ahlstrom and TCM Johnson were made co-organizers of the town cleanup. **Mayor Sorensen motioned to approve the new Town Councilmember assignments. TCM Sandy Hunter seconded the motion. All votes Ayes. Motion passed.**

Department Updates

Mayor Richard Sorensen- He turned the time over to Blaine Vernon to give Maintenance updates.

Blaine Vernon- They did some cleaning up of mostly concrete at the green waste dump. Two big trees came down near the park's east bowery and thanks to people in the town it was cleaned up very quickly. Rakes were purchased for future cleanup projects. They will be able to fill potholes with borrowed equipment. The maps for culinary and secondary water were coming soon. A shutoff valve would be installed in the northeast section of the town. Mayor Sorensen presented Blaine with his Employee of the Year award.

Councilmember Bruce Ahlstrom- nothing

Councilmember Sandy Hunter- The Forest Service completed their survey and the markers in some places were much different than before. They need to have meetings with residents to discuss the changes.

Councilmember Lewis Johnson- nothing

Councilmember Jim Truett- He was happy to be there and represent Huntsville Town.

Former TCM Artie Powell talked about raising funds for a new playground and how to proceed.

TCM Sandy Hunter motioned to approve the December 2025 bills. TCM Truett seconded the motion. All votes ayes. Motion passed.

Mayor Sorensen explained that they would not have a closed meeting after all and he could take care of the issue by speaking individually with councilmembers.

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

Meeting adjourned at 5:20 PM

Nikki Wolthuis, Deputy Clerk

Event Name: Winter Running Series 2026 Half Marathon

Event Date: Saturday, April 4th, 2026

Start/Finish Line: Eden Park

Start Time: 8am

Finish Time: 11:30am at Eden Park

Timeline of runners in Huntsville on 100S/200S: Between 8:25AM and 10:00AM

of runners running through Huntsville: Approximately 250 Runners

High Level Event Details:

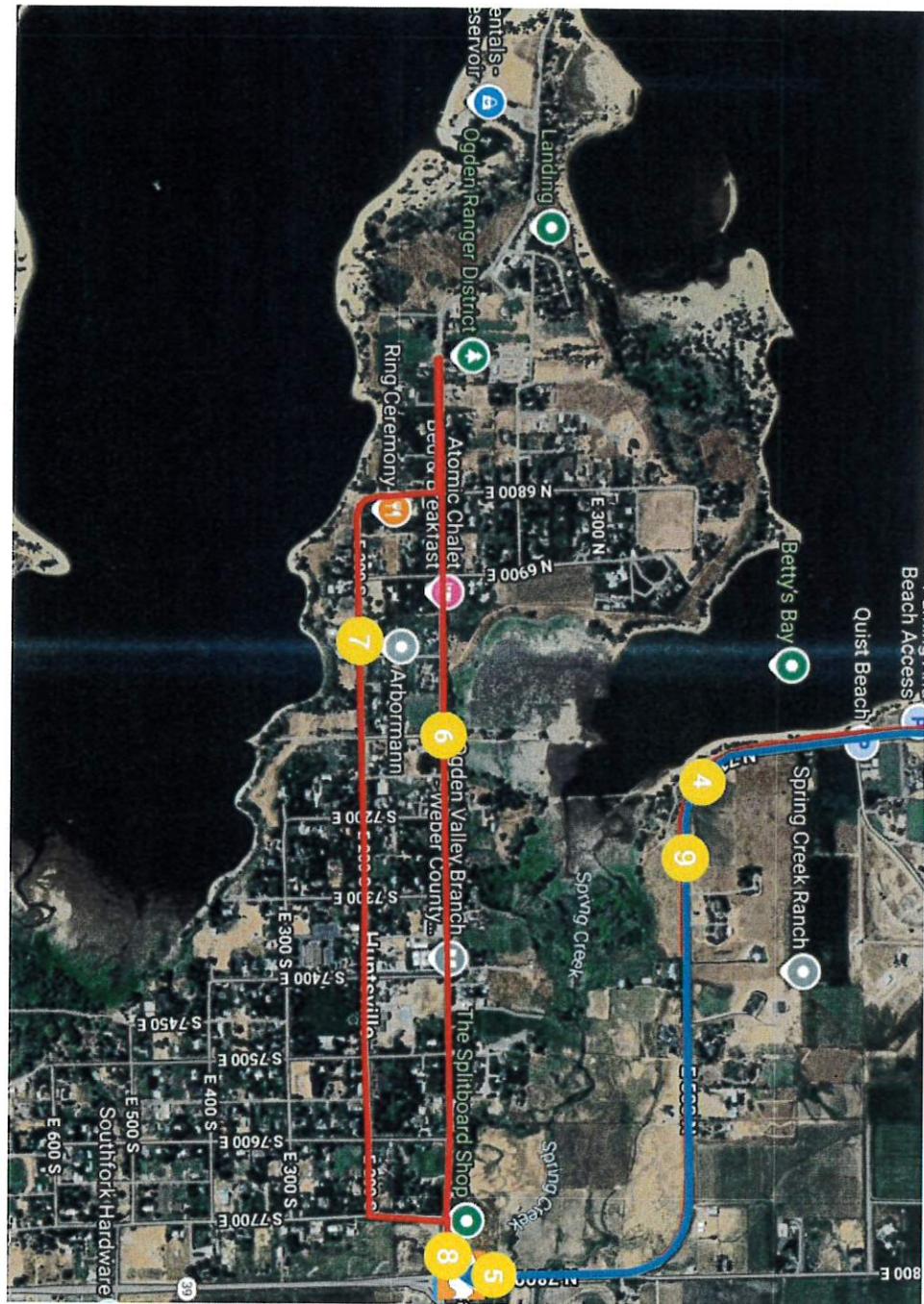
- **Description:** 13.1 Mile Run that starts and ends at Eden Park, utilizing the Pineview Pathway for the first 5 miles of the event. From Miles 5-8, for just under 3 miles, runners will head Westbound on 100 South. After a short out and back towards the cemetery, they'll head Southbound on 6800 E, heading Eastbound on 200s to 7700 E, and Northbound back to the trail.

Law Enforcement Partnership: We work with Weber County Sheriffs to ensure a safe experience for our runners and the public. Coordination meeting take place each year to ensure we have officers at important junctures

Volunteer/Staff Flagger Presence: In addition to this, we also have flaggers at the juncture where the trail meets 100 South and at the Turnaround point on the west side of 100 South. For the 200 South section, we also have two flaggers at the intersection of 200 S and 7400 E.

Permits: We permit this event through Weber County, Weber-Morgan Health District, and Huntsville

Insurance: We hold event insurance for this event and have listed the Town of Huntsville as additionally insured.



HUNTSVILLE TOWN

P.O. BOX 267
HUNTSVILLE, UT 84317
(801) 745-3420

Special Event Application

Activities held on Town streets or Town property are defined as "special events" when they are an athletic, entertainment, or political activity held for profit, nonprofit, or charitable purposes with the anticipated number of participants plus spectators exceeding 150, or any event/gathering requiring alteration of Town traffic/closing of a Town street.

This application will be reviewed by the Town Council. The Council will make a determination on granting the request based on the impact of the event on traffic, security, welfare, convenience, health and safety of the public, and the plans of the applicant to mitigate these concerns. No permit will be granted without evidence of insurance listing the Town as an insured party. If a permit is granted, the Town makes no guarantees and assumes no liability for the safety of participants or spectators of special events. The event may also require coordination with any of the applicable agencies: Weber-Morgan Health Department, Weber County Sheriff Department, local Fire District, other Weber County recreational services that may be impacted.

Fees for Special Events are based on the number of people attending and participating in the event.

150-300 people: \$1000 for park rental with a \$250 refundable cleaning fee

301-500 people: \$2000 for park rental with a \$500 refundable cleaning fee

501-700 people: \$3500 for park rental with a \$750 refundable cleaning fee

700 and above will be determined by the Town Council

YOUR INFORMATION:

Name of Applicant: Trevor Fuchs Group/Function: GOAL Foundation

Address: [REDACTED] City: Ogden Zip Code: 84401

Home/Cell Phone: [REDACTED] Email Address: [REDACTED]

EVENT INFORMATION:

Name of Event: Winter Running Series Half Marathon

Event Description: A half marathon road run that starts and ends at Eden Park

Is your event public or private? Public

Event Date: 4/4/2026 Event Times: 8am-12:30pm

Time of operation: Course signage set at 6am, last runner finishes around 12:30pm (Runners will be entering Huntsville around 8:30am and the last runner will be out of Huntsville by around 11:00am)
(Include start of set-up through the end of take down)

Estimated number of people participating: 350-400
(500+ requires mass gathering permit through Weber County)

Special Event Application: page 2

Facilities Required by Huntsville Town: None

Please answer the following questions. If your answer is "yes" to some of the questions, you will need to provide additional information as indicated:

1. Have you applied previously to hold this event in Huntsville Town? Yes
If "yes," please complete Special Event Application Section A only. If "no," please complete the rest of this page.
2. Is your event a multiple day event? No
If yes, please complete Special Event Application Section B
3. Will there be a cost for admission and/or vendor sales? Yes, runners pay an entry fee for the run series
If yes, please complete Special Event Application Section C to our non-profit. No Vendor sales in Huntsville.
4. Are you filming on public property?
If yes, please complete Special Event Application Section D No film, but we will be taking photos throughout the course
5. Will this event require Huntsville Town Services?
If yes, please attach list of those services (ie, Police, Sanitation, power, water, etc.) No, we have one Weber County Sheriff officer at the trail juncture area near 100 South and Hwy 39
6. Will this event use, cross or close any public roads, sidewalks or trails?
If yes, please attach a map with a proposed barricade plan. If State or County roads are involved, please attach proof of proper permitting, or provide details.
No road closures, but runners will be running on the side of the road along 100 S. We will have flaggers to help with runner safety where the path joins 100 S, and at the turnaround point on 100 S.
7. Does the event include a run, walk, race, or parade route?
If yes, please attach a map with the proposed route Yes
8. Will food be served at this event? No
If yes, please contact Weber-Morgan Health Department
9. Will you be bringing in, setting up or staking any special equipment?
If yes, please attach a description of the special equipment No
10. Do you anticipate any parking problems?
If yes, please attach a parking plan No

If you answered "yes" to question 2 (multi-day event), question 3 (charging admission and/or vendor sales) and/or question 4 (filming on public property), you must provide a certificate of insurance with your application.

I agree that I and the organizers of this event will abide by all laws, rules and policies applicable to this event and will follow any instructions of the Huntsville Town Staff and Weber County Sheriff. I also acknowledge that completion and submission of this form or any other related forms does not guarantee final approval of my event. I have also read the attached policies and procedures that are applicable to my event.

SIGNATURE: Trevor Fuchs

DATE: 1/21/2026



December 30, 2025

To the Mayor and Town Council of
Huntsville Town

We have audited the financial statements of the governmental activities, the business-type activities, and each major fund of Huntsville Town for the year ended June 30, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated September 8, 2025. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Huntsville Town are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ending June 30, 2025. We noted no transactions entered into by Huntsville Town during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the Town's financial statements was:

Management's estimate of the useful life of capital assets is based on historical averages of replacements.

We evaluated the key factors and assumptions used to develop these estimates in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. Management has corrected all identified misstatements. Uncorrected misstatements or matters underlying those uncorrected

ROYCE J. RICHARDS, J.D., CPA | RYAN R. CHILD, CPA

misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. The attached schedule summarizes both material and immaterial misstatements that we identified as a result of our audit procedures were brought to the attention of, and corrected by, management.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 30, 2025.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to Huntsville Town's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as Huntsville Town's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Restriction on Use

This information is intended solely for the information and use of Mayor and Town Council and management of Huntsville Town and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Child Richards CPAs & Advisors

HUNTSVILLE TOWN

6/30/2025

1	30-42802	CAPITAL OUTLAYS-MACHINERY/EQUIPMENT	8,600.00
	10-46-403	BUILDING INSPECTION EXPENSE	8,295.00
	30 20101	ACCOUNTS PAYABLE	8,600.00
	10- 20101	ACCOUNTS PAYABLE	8,295.00
		<i>-Search for unrecorded Liabilities</i>	
2	10 21-120	HUNTSVILLE WATERWORKS REIMBURSMENT	11,812.31
	10-40500	SUPPLIES & MATERIALS	70.85
	10- 29000	FUND BALANCE	11,883.16
		<i>-Client did not make entry from PY (8)</i>	
3	50 21107	DUE TO COMPONENT UNITS- IRRIGATION	42,809.31
	50 14104	ACCOUNTS RECEIVABLE	42,809.31
		<i>-Reclass payment that was coded here</i>	
4	50 211107	DUE TO COMPONENT UNITS-IRRIGATION	17,461.84
	50 14104	ACCOUNTS RECEIVABLE	17,461.84
		<i>-Reclass irrigation AR by service</i>	
5	50 14104	ACCOUNTS RECEIVABLE	10,749.00
	50 34405	WATER SERVICE	10,749.00
		<i>-To tie B/S to A/R report</i>	
6	50 34404	WASTE SERVICE	6,186.73
	50 34405	WATER SERVICE	31,959.41
	50 35506	PENALTIES & INTEREST	90.66
	50 14104	ACCOUNTS RECEIVABLE	38,236.80
		<i>-To adjust revenue accounts to billing report</i>	
7	10 80101	WAGES- SECONDARY WATER	2,801.97
	10 80102	PAYROLL TAX EXPENSE- SECONDARY	214.34
	10 80501	OFFICE SUPPLIES- SECONDARY WATER	1,114.00
	10 80502	OPERATING SUPPLIES- SECONDARY	32.92
	10 21120	HUNTSVILLE WATERWORKS	4,163.23
		<i>-To adjust waterworks account</i>	
8	10 38-402	CEMETERY BURIAL PERMITS	5,975.00
	70 38-404	CEMETERY PLOT SALES	6,712.50
	70 36-601	INTEREST EARNINGS	8,183.65
	10 38-404	CEMETERY PLOT SALES	6,712.50
	10 38-601	INTEREST EARNINGS- CEM PERP CARE	8,183.65
	70 38-202	BURIAL PERMITS	5,975.00
		<i>-Adjust Cemetery revenue to 1/2 for perp care per ordinance</i>	

9	10 14104	ACCOUNTS RECEIVABLE	3,222.91
	10 33304	B&C ROAD FUNDS	3,222.91
		<i>-To accrue B&C road funds</i>	
10	10-31105	TRANSIENT ROOM TAX	185.84
	10 14104	ACCOUNTS RECEIVABLE	3,341.44
	10-31100	GENERAL SALES & USE TAX	3,261.47
	10-31103	HIGHWAY TRANSIT TAX	245.08
	10-31104	TELECOMMUNICATION TAX	20.73
		<i>-To accrue tax revenue appropriately</i>	
11	50 29100	RETAINED EARNINGS	133,210.30
	*NEW ACC	RESTRICTED FOR BOND SINKING FUND	133,210.30
		<i>-To account for sinking fund requirement</i>	
12	50 14104	ACCOUNTS RECEIVABLE	3,206.00
	50 41502	OPERATING SUPPLIES	3,206.00
		<i>-To accrue refund that was started at YE</i>	
	40-33303	LOCAL GRANTS	6,000.00
	40-36603	DONATIONS	2,300.00
	40-21114	UNEARNED REVENUE	8,300.00
		<i>-To adjust PY revenue recognition</i>	
13	50-41800	DEPRECIATION	237,470.58
	50-19308	ACCUMULATED DEPRECIATION	237,470.58
		<i>-To accrue accumulated depreciation</i>	
14	50-19301	WATER SYSTEM IMPROVEMENTS	798,621.97
	50-19305	CAPITAL ASSETS PROP/EQUIP	6,763.26
	50-19303	CAPITAL ASSETS INFRASTRUCTURE	44,745.85
	50-19304	CAPITAL ASSETS CONSTRUCT-PROCESS	760,639.38
		<i>-To reclassify fixed assets appropriately</i>	
15	50-19305	CAPITAL ASSETS PROP/EQUIP	33,600.00
	30 42805	CAPITAL OUTLAYS- MACHINERY/EQUIPMENT	33,600.00
		<i>-To reclassify fixed assets appropriately</i>	
16	50 19305	CAPITAL ASSETS PROP/EQUIP	4,210.04
	50 41502	OPERATING SUPPLIES	4,210.04
		<i>-To reclassify fixed assets appropriately</i>	
17	10-14104	ACCOUNTS RECEIVABLE	34,687.19
	10 31107	TOWN OPTION 1% SALES & USE TAX	34,687.19
		<i>-To record town option receivable and revenue</i>	



NOTICE OF ACTION

TO: Huntsville Town Council
FROM: Huntsville Town Planning Commission
DATE: January 22th, 2026
RE: Recommendation for Parcel Consolidation for Ski Town Venture

The Huntsville Town Planning Commission held a public meeting on January 15th, 2026, in regards to the Parcel consolidation application submitted by Ski Town Ventures. This application requests the consolidation of three parcels, #24-011-0045, 24-011-0043 and 24-011-0041. The application fee's have been paid and the Planning Commission voted in favor of recommendation for approval to the Town Council.

A handwritten signature in black ink, appearing to read "Shannon, Clerk".

Shannon, Clerk

Huntsville Town

Parcel Consolidation Application

b150 paid ✓

Applicant Name: Jeff P Hyde (Ski Town Venture LLC)

Applicant Mailing Address: 5778 E. Elkhorn Dr Eden Utah 84310

Email: jeff@bonnieandhyde.com Phone: 801-540-9553

Brief Description of Proposed Parcel Consolidation:

Consolidate three joining parcels: Firehouse North 24-011-0045, Firehouse South 24-011-0043, Cell Tower/Deck 24-011-0041

Parcel Owner's Permission for Parcel Consolidation Application

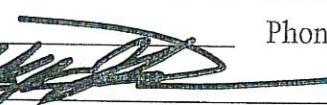
The undersigned authorize this application for parcel consolidation:

Parcel Number(s): 24-011-0045, 24-011-0043, 24-011-0041

Parcel(s) Owner Name: Ski Town Venture LLC

Parcel(s) Owner Mailing Address: 5778 E. Elkhorn Dr Eden Utah 84310

Email: jeff@bonnieandhyde.com Phone: 801-540-9553

Parcel Owner Signature:  Date: 12-16-2025

Title (Authorized Agent): Owner

The undersigned authorize this application for parcel consolidation:

Parcel Number(s): 24-011-0045, 24-011-0043, 24-011-0041

Parcel(s) Owner Name: Ski Town Venture LLC

Parcel(s) Owner Mailing Address: 5778 E. Elkhorn Dr Eden Utah 84310

Email: bonnie@bonnieandhyde.com Phone: 801-725-0955

Parcel Owner Signature:  Date: 12-16-2025

Title (Authorized Agent): Owner

(For Additional Parcel Owners Use Attached Sheet)

For Town Use:

Application Date: 12/17/2025 Fees Paid: \$654.32

Becky Endicott, Town Clerk

1300
Refund \$150

Shannon Smith

Huntsville Town Planning Commission

Recommended for Approval Recommended for Conditional Approval
 Recommended for Rejection Deferred

Chair Signature: J. A. Elkins Date: _____

Notes/Conditions: _____

Huntsville Town Council

Approved Conditional Approval
 Rejected Deferred

Mayor Signature: Cal M. Johnson Date: 1/23/26

Notes/Conditions: _____

ATTEST:

Beckki Endicott Date: 1-22-2026
Beckki Endicott, Town Recorder

Parcel Consolidation Application Requirements:

- The parcel consolidation does not involve a recorded subdivision plat.
- The proposed parcel consolidation does not result in the creation of a parcel of size or shape that does not conform to all Town zoning regulations, site development standards, and uses as approved in Appendix One, Table 15-1 (Acceptable Uses by Zone). If the proposed change is to a legally existing nonconforming lot, the change may not perpetuate nonconformity.
- The proposed parcel consolidation does not result in changing a complying structure into a non-complying structure as a result of setbacks, proximity to other structures, use, landscaping, or any other site land use requirement.
- The petition to consolidate parcels must include signatures from representatives of each parcel affected by the parcel consolidation.
- If the subject parcels are zoned differently, the Huntsville Town Council may require the applicant to proceed with a rezone petition under title 15.16 prior to approval of a parcel consolidation petition.

Submission Requirements & Process:

- Completed & Signed Application Form
- Payment of Application Fee to Huntsville Town
- Legal description of the whole piece of property to be consolidated
- Copies of deeds reflecting the proposed property boundaries (not yet recorded)
- One 11x17 (or larger) drawing to scale of the proposed consolidated parcel showing all structures, fence lines, easements, driveways, and streets. Drawing must include a measurement scale.
- Parcel Consolidation Applications (including all required documents) must be reviewed by the Huntsville Planning Commission and approved by the Huntsville Town Council.
- Once approved by the Huntsville Town Council, the parcel consolidation shall be accomplished by recording the appropriate deeds with the County Recorder's Office.

Development Agreement Addendum to Huntsville Town Park Subdivision Lot 3

This Addendum, made between Huntsville Town ("Town") and Bonnie & Hyde Inc. ("Developer") collectively known as the "Parties," on [date], extends the time of completion of the Project in the original Development Agreement by 24 months. The new expiration date is March 22nd, 2026. All capitalized terms in the DA shall have the same meaning herein.

WHEREAS, the Parties have previously entered into a Development Agreement ("DA") dated March 22, 2016; and

WHEREAS, Lot 3 Identified as parcel 24-120-0003 in the March 22, 2016 Development Agreement, has since been subdivided and is now parcels 24-120-0004 and 24-120-0005. Phase II of the development project will be located on parcel 24-120-0004.

WHEREAS, Phase II of the development project is subject to the same terms and conditions as the Development Agreement of March 22, 2016.

NOW, THEREFORE, the Parties agree as follows:

Extension of Time of Project Completion: The expiration time stated in Recital Section 9 of the Agreement shall be extended by 24 months from the original expiration date, resulting in the new expiration date of March 22nd, 2026. All other terms and conditions of the DA shall remain in full force and effect during this extended period.

Project Completion: The Parties acknowledge and agree that the extension of the expiration time provided in this Addendum is solely for the purpose of allowing additional time for the completion of the development project outlined in the DA. Both Parties shall make their best efforts to ensure that the project is completed within the extended timeframe.

Amendment to Agreement: Except as specifically modified by this Addendum, all terms and conditions of the DA shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Development Agreement Addendum as of the date first above-written.

Huntsville Town By: R. Y. Sonner Date: 8/23/23

Title: Mayor

Bonnie & Hyde Inc. By: _____ Date: 9/27/23

Title: Owner President

**AMENDED/REVISED DEVELOPMENT AGREEMENT
FOR THE
HUNTSVILLE TOWN PARK SUBDIVISION LOT 3**

This Development Agreement ("DA") is entered into this 22nd day of March 2016, between Huntsville Town (the "Town") and Bonnie & Hyde Inc., ("Developer") a Utah Corporation. Developer and the Town are sometimes referred to in this DA as a "Party" or collectively as the "Parties".

RECITALS

A. The Parties entered into the "Development Agreement for the Huntsville Town Park Subdivision Lot 3" on March 22, 2016 ("Original Development Agreement"). Subsequent to the Parties entering into that Development Agreement, the citizens of Huntsville Town submitted a petition to overturn the Town Council's vote to rezone the property to allow residential and commercial uses. Developer has elected to forego the option to rezone the property to allow a mixed-use development and is now willing to purchase the property with the understanding that the property will retain its current commercial zoning. This Amended Development Agreement (DA) supersedes and replaces the Original Development Agreement in its entirety.

B. Huntsville Town is the owner of Lot 3 of the Huntsville Town Park Subdivision, parcel identification No. 24-120-0003, totaling approximately 0.992 acres. A copy of the plat map showing Lot 3 is attached as Exhibit A (the "Lot"). Because of the central and strategic location of the Lot, the development of the Lot will have a permanent and significant impact upon the citizens of Huntsville Town.

C. Developer has previously developed commercial property in Huntsville and has established a track record of creating visually appealing commercial development that provides jobs for the citizens of Huntsville Town along with providing the citizens with desirable commercial amenities. Developer has proposed a plan ("Development Plan") consistent with a village-style development containing several small commercial structures that compliment Huntsville Town's downtown and continues and expands the design and theme of Developer's previous commercial village at the Huntsville Square. The Development Plan also enhances the economic base through diversity of retail shops (the "Project").

D. The terms of this DA, upon approval and execution of the Huntsville Town Council and Mayor of Huntsville Town will govern the development and future uses of the Lot.

NOW, THEREFORE, in consideration of the terms and conditions of this DA, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Huntsville Town and Developer agree to the following:

1. Recitals. The foregoing Recitals are hereby made a part hereof and are incorporated herein by reference.
2. Purpose. The purpose of this DA is to set forth the duties and obligations of both Parties.
3. Developer Representations.
 - a. Developer is a Utah limited liability company in good standing with the State of Utah and covenants to remain in good standing with the State of Utah as long as it is the owner of the Lot.
 - b. Developer has the financial resources to purchase Lot 3 and to complete their Development Plan in a timely manner. The financial resources of Developer are neither speculative nor contingent upon the happening of any event other than securing an agreement from Huntsville Town to purchase the Lot.
 - c. Unless otherwise designated in writing by Developer, the sole representative of Developer to represent, speak for and bind Developer in all matters pertaining to this DA shall be Jeff P. Hyde.
 - d. Developer, in developing the Lot pursuant to this DA, covenants to comply with the terms of this DA and all Huntsville Town zoning ordinances.
 - e. Developer agrees to diligently and continuously pursue development of the Lot and to do so in a commercially reasonable manner.
 - f. Developer represents that Developer has the experience and knowledge necessary to fulfill Developer's obligations herein.
 - g. Developer affirmatively covenants to comply with all laws, rules and regulations whether federal, state or local, applicable to each and every aspect of Developer's obligations contained in this DA.
 - h. Developer represents that no real estate broker or agent or other person is entitled to claim a commission or other compensation as a result of Developer's execution and delivery of this DA. Developer hereby agrees to indemnify, defend, and hold Huntsville Town harmless with respect to this representation and warranty.
 - i. Developer shall operate as a single purpose entity for the development of the Lot. Unless otherwise approved in writing in advance by Huntsville Town, Developer shall not acquire any real or personal property other than real property or personal property directly related to the development, operation and maintenance of the Lot. Further, developer shall not operate any business other than the development, management and operation of the Lot.
 - j. The responsibilities and commitments of the Developer and Huntsville Town, as detailed in this DA when executed, shall constitute a covenant and restriction that shall be recorded in the

Office of the Weber County Recorder and shall run with the land and be binding upon Huntsville Town and the Developer, his assigns and /or his successors in interest in the development of the Lot.

4. Right of First Refusal. Prior to the "Completion" of the project, Developer will not sell the Lot to any other party without first offering, in writing, to sell the Lot to the Town for the same price Developer paid to the Town, plus a five percent annual rate of return. If Developer has made improvements to the Lot, the amount Town will be required to pay to Developer will also include the actual costs of the improvements made to the Lot. Town will have 30 days to accept or reject Developer's offer and will then have 60 additional days to close the purchase of the Lot.

"Completion" of the project as used in this Paragraph shall mean any time prior to the date of the issuance of the final "Occupancy Permit" by the Town's Building Official under the applicable building code. Upon issuance of the final Occupancy Permit this right of first refusal shall terminate.

5. Lot Sold "As Is". Developer has completed its due diligence and agrees to accept the Lot "as-is" without any representation or warranty from the Town as to the condition of the Lot.

6. Development of Lot Subject to Approval of Septic Design and Wastewater Management by Weber County. The right of Developer to construct any portion of the Project described in this DA is contingent upon approval by Weber-Morgan Health Department of a septic system that is fully capable of safely disposing of all sewage and wastewater generated by the businesses proposed to be built upon the Lot. In the event the size of the drain field is inadequate for the size of the proposed uses on the Lot, Developer will reduce the number of commercial units to bring the development into compliance with State of Utah administrative Rule R317-4, Onsite Wastewater Systems and Weber County regulations regarding septic systems.

7. Maximum Size of Footprint of all Commercial Buildings. The maximum square footage of the footprint of all buildings constructed on the Lot shall not exceed thirty percent (30%) of the total square footage of the Lot. The remaining seventy percent (70%) of the Lot shall be landscaped and shall remain as open space.

8. Maximum Number of Commercial Units. The maximum number of commercial units that may be constructed on the Lot shall not exceed sixteen. The total square footage of the footprint of all commercial units combined may not exceed 12,960 square feet. The commercial buildings may be constructed to include two levels and that could increase the total amount of allowable commercial space to 25,920 square feet.

9. Time Limitation to Complete Project. Developer agrees to complete construction of entire Project within 8 years from the date of execution of this DA.

10. Time Limitation to Complete Landscaping of Project. Developer agrees to complete substantially all landscaping of the Project within 3 years from the date of execution of this DA.

11. Storm Drainage. Developer agrees to obtain all applicable storm water permits as required by the Utah Department of Environmental Quality as administered by the Utah Division of Water Quality. This applies to both construction permits and Municipal Separate Storm Sewer Systems (MS4) permits. If a permit is obtained for offsite discharge the maximum allowable discharge rate allowed by Huntsville Town is 0.2 cubic feet per second (cfs).

12. Relationship of Parties/No Third Party Rights. Nothing contained in this DA shall be construed as creating a joint venture, partnership or association between Huntsville Town and Developer. Both parties are separate and independent entities acting on their own behalf. This DA does not create any rights or obligations of any persons or parties other than the Developer and Town.

13. Non-Liability of Town Officials and Employees. No officer, representative, agent, or employee of the Town shall be personally liable to Developer, or any successor-in-interest or assignee of Developer, in the event of any default or breach of this DA. Huntsville Town is a governmental entity under the "Utah Governmental Immunity Act." Consistent with the terms of that Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials or employees. Huntsville Town specifically does not waive any defenses or limits of liability available under the Governmental Immunity Act.

14. Default and Remedies. In the event of default by either party to this DA in any of the terms, provisions, covenants, or agreements to be performed by said party under this DA and said defaulting party fails to cure such default within sixty (60) days after written demand by the other party, then the party providing said notice of default shall thereafter have no further obligations to the defaulting party. In the event of default, the Parties shall have the rights and remedies available at law and in equity including, but not limited to injunctive relief, specific performance and termination, but not including damages or attorney's fees.

15. Notices, Demands and Communications Between the Parties. Formal notices, demands and communications between Huntsville Town and Developer shall be deemed sufficiently given only if delivered via registered or certified mail, postage prepaid, return receipt requested, or if delivered by a recognized national courier service (i.e. UPS, Federal Express, etc.) to the following addresses:

IF TO HUNTSVILLE TOWN:
Huntsville Town,
PO Box 267, Huntsville, UT 84317
Attention: Gail Ahlstrom

IF TO DEVELOPER:

Bonnie & Hyde Inc.
A Utah Corporation
Attention: Jeff P. Hyde, Managing Member
5778 East, Elkhorn Drive
Eden, Utah, 84310

16. Counterparts. This DA may be executed in one or more duplicate originals, each of which shall be deemed to be an original.

17. Waiver and Amendments. Any waiver of any provision of this DA or any amendment hereto must be in writing and signed by the appropriate authorities of Huntsville Town and of Developer.

18. Entire Agreement and Severability. This DA, together with the exhibits hereto, integrates and constitutes all of the terms and conditions pertaining to the subject matter and supersedes all prior negotiations, representations, promises, inducements or previous agreements between the Parties with respect to the subject matter of this DA. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this agreement and shall in no way affect any other covenant, condition or provision herein contained.

19. No Presumption. This DA shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against either Huntsville Town or Developer. Each party represents and warrants to the other party that it has been represented by, and has had the opportunity to consult with, legal counsel in connection with the review, negotiation and execution of this agreement.

20. Recording. Either party may record this DA in the Office of the Weber County Recorder any time after execution.

21. Governing Law. This DA shall be governed, construed and enforced in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed and approved this Agreement on the date set forth opposite their respective signatures below.

HUNTSVILLE TOWN

By James A. Truett Date: March 29th 2016
James Truett,
Its: Mayor

Attest:

Gail Alstrom
Gail Alstrom, Town Clerk



HUNTSVILLE TOWN COUNCIL

The Huntsville Town Council approved this DA agreement and was adopted on March 22, 2016, after the requisite public hearing was held on the sale on or about Aug. 20, 2015.

MUNICIPAL ACKNOWLEDGEMENT

State of Utah)
:ss
County of Weber)

On this date 29 day of March, 2016, personally appeared before me Jim Truett, Mayor, and Gail Alstrom, Town Clerk, who did execute this DA in their authorized capacities.

Ramona S. Clapperton
Notary Public

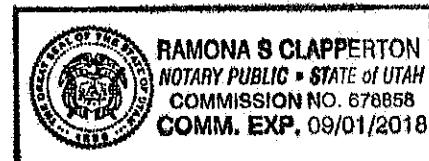
DEVELOPER

Bonnie & Hyde Inc.

A Utah Corporation

By

Jeff P. Hyde, Managing Member President

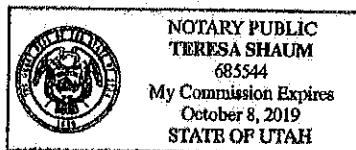


CORPORATE ACKNOWLEDGEMENT

State of Utah)
:ss
County of Utah)

On this date 30 day of March, 2016, personally appeared before me Jeff P. Hyde, Managing Member of Bonnie & Hyde, Inc., a Utah Corporation, who did execute this DA in his authorized capacity.

Teresa Shaum
Notary Public



Development Agreement Addendum 2 to Huntsville Town Park Subdivision Lot 3

This Addendum, made between Huntsville Town ("Town") and Bonnie & Hyde Inc ("Developer") collectively known as the "Parties," on [date], extends the time of completion of the Project in the original Development Agreement Addendum by 60 24-months. The new expiration date is March 22, 2031. All capitalized terms in the DA shall have the same meaning herein.

WHEREAS, the Parties have previously entered into a Development Agreement ("DA") dated March 22, 2016; and

NOW, THEREFORE, the Parties agree as follows:

Extension of Time of Project Completion: The expiration time stated in Recital Section 9 of the Agreement shall be extended by 60 months from the original addendum expiration date, resulting in the new expiration date of March 22, 2031. All other terms and conditions of the DA shall remain in full force and effect during this extended period.

Project Completion: The Parties acknowledge and agree that the extension of the expiration time provided in this Addendum is solely for the purpose of allowing additional time for the completion of the development project outlined in the DA. Both Parties shall make their best efforts to ensure that the project is completed within the extended timeframe.

Amendment to Agreement: Except as specifically modified by this Addendum, all terms and conditions of the DA shall remain unchanged and in full force and effect.

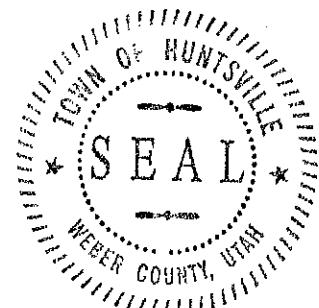
IN WITNESS WHEREOF, the Parties have executed this Development Agreement Addendum as of the date first above written.

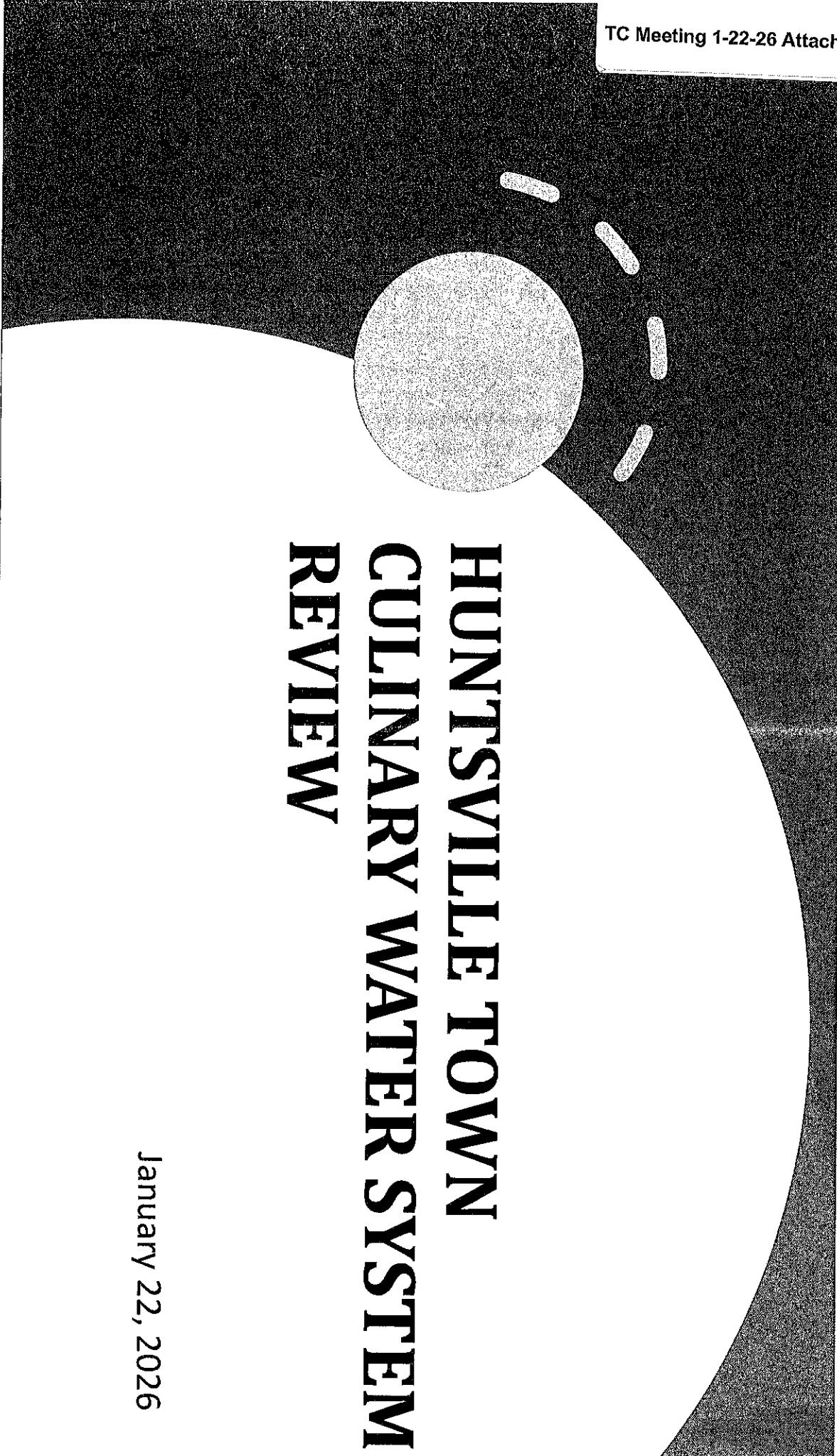
Huntsville Town By: Kel Johnson Date: 1/23/26

Title: Mayor

Bonnie & Hyde Inc. By: Stephanie Date: 2/4/26

Title: CRL-Owner





HUNTSVILLE TOWN CULINARY WATER SYSTEM REVIEW

January 22, 2026

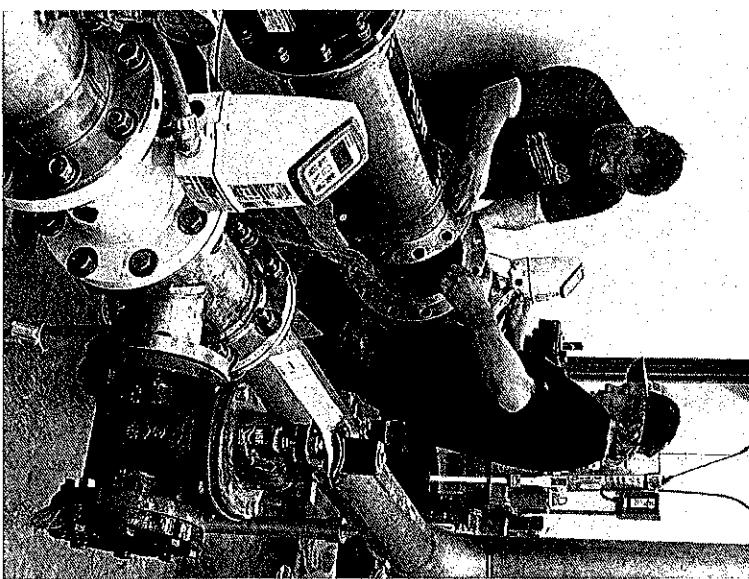
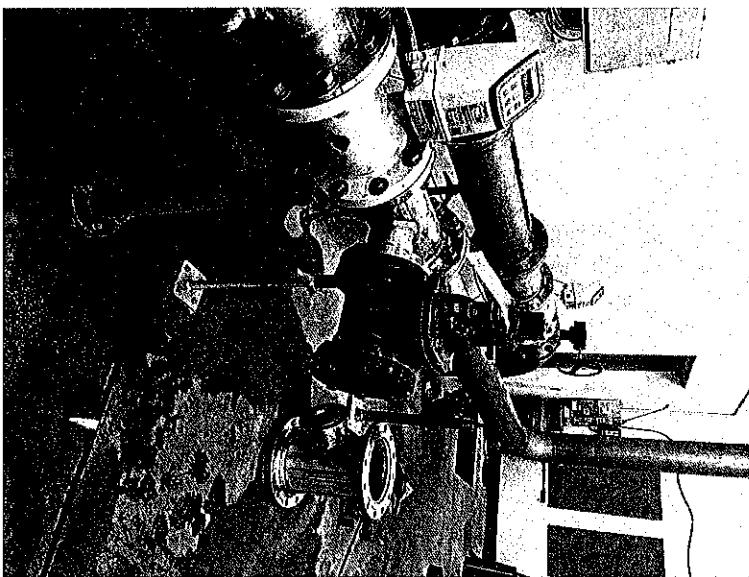
Recent Status

- Still unable to verify the cause for loss of water being sent to the reservoir
 - Estimated at 26,000 gallons/day
- Recent distribution loss trends have increased slightly
 - Hopefully the upcoming line replacement project will significantly mitigate the losses
- In-plant bypass modification installed
 - Specifically designed to address the vulnerabilities highlighted during the Great Leak

Recent Flow Totals

	Plant	Distribution	Difference	Town	Loss
March	6,668,750	6,529,465	139,285	1,107,005	5,422,460
April	4,776,586	5,932,840	-1,156,254	1,505,931	4,426,909
May	12,014,684	11,061,950	952,734	1,774,214	9,287,736
June	9,268,581	8,119,719	1,148,862	2,286,684	5,833,035
July	4,239,003	3,834,772	404,231	2,655,537	1,179,235
August	3,994,721	3,381,410	613,311	1,873,130	1,508,280
September	3,017,877	2,653,294	364,583	1,497,164	1,156,130
October	3,093,841	2,439,779	654,062	1,190,903	1,248,876
November	2,281,471	2,353,684	-72,213	1,049,539	1,304,145
December	3,390,668	2,677,772	712,896	1,177,339	1,500,433

Midnight Madness at the Huntsville Town Water Plant



Recent Status (cont.)

- Held a team workday on January 16 with Aqua Engineering Systems in attendance
 - Rebuilt the chlorine injection system
 - Conducted several maintenance activities
 - Reviewed the condition of major components
 - Discussed estimated lifecycle upgrades
- **Funding requested for Lifecycle Upgrades**
 - Replacing obsolete, required data instrumentation
 - Turbidity and chlorine monitoring
 - Preliminary quote ~\$16,000
 - Modifications could reduce the amount



NOTICE OF ACTION

TO: Huntsville Town Council
FROM: Huntsville Town Planning Commission
DATE: January 22th, 2026
RE: Recommendation for Ordinance 2025-7-23

The Huntsville Town Planning Commission held a public meeting and a public hearing on January 15th, 2026, in regards to the changes proposed to the RC Zone. Ordinance 2025-7-23 reflects the changes the Planning Commission has worked on over the last several months. On 1.15.2026 the Planning Commission voted unanimously to recommend this Ordinance to the Town Council.

A handwritten signature in black ink, appearing to read "Shannon, Clerk".

Shannon, Clerk

**HUNTSVILLE TOWN
ORDINANCE NO. 2025-7-23**

AMENDMENTS TO TITLE 15.14 – RC ZONE

**AN ORDINANCE OF HUNTSVILLE TOWN, UTAH, AMENDING
AND REPLACING THE HUNTSVILLE TOWN TITLE 15.14 –
THE RC ZONE; SEVERABILITY; AND PROVIDE 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 authorizes the Town 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 9a, of the Utah Code Annotated, 1953*, as amended, enables the Town to regulate land use and development;

WHEREAS, the Huntsville Town Council desires to update the Recreation Zone (RC) to accurately reflect the desired use of the General Plan;

WHEREAS, the Huntsville Town Council desires to add definitions, permitted and conditional uses, and special regulations in the Recreational Zone of the Huntsville Town Municipal Code which will help to preserve the natural landscape in the zone, and to mitigate negative impacts to the Residential (R-1) Zone;

WHEREAS, after publication of the required notice, the Planning Commission held its public hearing on the 15th of January 2026, to take public comment on this Ordinance, and subsequently gave its recommendation to adopt this Ordinance on the 15th of January, 2026;

WHEREAS, the Town Council received the recommendation from the Planning Commission and held a public meeting on the 22nd of January 2026, and desires to act on this ordinance;

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

Section 1: Repealer. Any code, chapter, or section in conflict with this Ordinance is hereby repealed in its entirety and referenced thereto vacated.

Section 2: Amendment. The Huntsville Town Municipal Code is hereby amended to read as follows:

15.14 RECREATION ZONE (RC)

- 15.14.010 Purpose
- 15.14.020 Definitions
- 15.14.030 Permitted Use
- 15.14.040 Conditional Use
- 15.14.050 Special Provisions

15.14.010 Purpose

The Recreation Zone (RC) is established as a zone in which the primary use is for recreation, including private member-based seasonal recreational clubs or camps operated by a private organization that is not available for use by the general public. The purpose of the RC Zone is to provide suitable areas that will accommodate the need for private recreation and its associated uses, some of which may have an environmental impact requiring a Conditional Use Permit after public review and/or special regulations.

The objectives of the RC Zone are:

- A. To promote the use of the land for recreational purposes.
- B. To facilitate the conservation of natural resources.
- C. To preserve open space, natural scenic attractions, natural vegetation, and other natural features within the zone.

In order to accomplish these objectives and purposes and to protect the essential characteristics of the zone, the following regulations shall apply in the RC Zone.

15.14.020 Definitions

- A. “Private Recreational Club” means a member-based organization whose primary purpose is to provide recreational, social/dining, or leisure amenities and uses exclusively to members and their guests. This definition shall not include private clubs as defined by the Utah State Alcoholic Beverage Control Act.
- B. “Accessory Structure or Building” means a subordinate structure detached from but located on the same lot as the main structure, the use of which is incidental and accessory to that of the main structure. A detached subordinate building and/or structure clearly incidental to and located upon the same lot occupied by the main building and/or

structure.

- C. “Campground” means a private open area with sanitary facilities for overnight or camping and may include the overnight parking of camping trailers, tents, tent trailers or other vehicle types intended for camping purposes.
- D. “Commercial Use” means an occupation, employment or enterprise that is carried on for profit by the owner, lessee or licensee.
- E. “Conditional Use” means a use or occupancy of a building, or use of land permitted by the Huntsville Planning Commission subject to certain conditions in accordance with the Conditional Uses Chapter of this Ordinance.

The purpose and intent of Conditional Uses is to allow in certain areas, compatible integration of such uses with conditions that mitigate negative impacts associated with the use in RC Zone, in order to allow the use to be suitable and desirable at a certain location due to conditions and circumstances particular to that use and/or location by regulating use design, lay out, and construction, operations, traffic, and any other factors on the proposed site, including time, place and manner conditions.

- F. “Dwelling” means a building or portion thereof, which is constructed in compliance with the Town’s adopted building codes and designed as a place for human habitation, except hotel, apartment hotel, boarding house, lodging house, tourist court or apartment court.
- G. “Permitted Use” means any use lawfully occupying land or buildings as authorized in the zoning regulations and for which no Conditional Use Permit is required.
- H. “Private” means for use by the club members, member friends, and guests.
- I. “Public” means general public who, are not members of the organization or club.
- J. “Special Event” means a pre-planned, temporary gathering or activity hosted by a private recreational club on a specific date or dates that exceeds daily occupancy limits. Please refer to Huntsville Title 15.14.040. Special events require a Special Event Permit issued by the Huntsville Town Council and are limited to no more than three (3) per calendar year. All Special Events shall comply with applicable limitations on parking, noise, lighting, occupancy, and hours of operation.
- K. “Outdoor Recreation” means leisure or physical activities conducted outdoors that promote health, enjoyment, or relaxation and occur incidental to the primary recreational use of the property. Outdoor Recreation shall not generate significant noise, traffic, or disturbance and does not include organized sporting events, vehicle based activities, overnight events, amplified sound, or any use requiring a Conditional Use Permit.

15.14.030 Permitted Use

- A. Bike Paths
- B. Private Parks
- C. Outdoor Recreation

15.14.040 Conditional Use

The following uses may be permitted in the RC zone only after issuance of a Conditional Use Permit as provided in Chapter 15.04.

- A. Private Recreation Facility:
 - 1. Special Events as defined by 15.14.020 must obtain a special events permit issued by the Huntsville Town Council. No more than 3 events per calendar year.
 - 2. Operating hours shall be 8 a.m. and closing at 10 p.m.
 - 3. Parking shall not exceed thirty (30) developed parking spots, including handicapped parking requirements. Vehicles will be restricted to the developed parking stalls. No on-street parking is allowed.
 - 4. Shuttles Service for events and daily activities must be restricted to 100 South.
 - 5. Noise and amplified sound on the parcel shall not exceed 65 decibels (dB) when measured at the edge of the property. No generators after 10 p.m. Quiet hours are 10 p.m. to 8 a.m.
 - 6. Daily Occupancy in a 24-hour period can be no more than 40 (forty) people per acre, including staff and members.
 - 7. Night Lighting must follow Weber County's Dark Sky Ordinance.
 - 8. Dwelling Units are not permitted in the RC Zone.
 - 9. A business license is required and obtained through Huntsville Town.
 - 10. Food and beverage shall only be provided to members.
 - 11. Camping is not permitted.

B. Private Camping:

- 1. Noise and amplified sound on the parcel shall not exceed 65 decibels (dB) when

measured at the edge of the property. No generators after 10 p.m. Quiet hours are 10 p.m. to 8 a.m.

2. A Sewer Facilities or trailer dump is required onsite and must be approved by the Weber Morgan Health Department.
3. Restroom facilities are required on the property.
4. A Site Plan for campsites must be provided to Huntsville Town.
5. Occupancy is limited to the number of approved campsites.
6. Parking is limited to two (2) vehicles per campsite.
7. Campers cannot reside on the property for more than 150 consecutive days, May 1st through September 30th.
8. A Business License from Huntsville Town shall be required.
9. Camping spots are limited to 4 per acre.

15.14.050 Special Regulations.

Special provisions apply to all permitted uses in the RC zone.

- A. The required yard space shall be kept free of debris, refuse or other inflammable material which may create a fire hazard.
- B. This zone is not available for use by the general or paying public.
- C. Usage of the premises is limited to Members, Guests and Staff of the Private Club which owns a building or property or portion thereof.
- D. Subletting or leasing is not permitted.
- E. Public health requirements concerning domestic water supply and sewage disposal shall comply with the State and Weber- Morgan County Health Department requirements. A septic tank certificate of design approval from Weber-Morgan County Health Department shall be required in all applications for a building permit which requires a sewage disposal system.
- F. On-street parking is not permitted

15.14.060 Area Requirements.

- A. The minimum lot area shall be one recorded lot or parcel of land not less than three-quarters (0.75) of an acre and a minimum frontage width of one hundred thirty (130) feet.
- B. No single building shall cover more than twenty-five (25) percent of the area of the parcel nor be more than twenty-five (25) feet in height. No combination of buildings and facilities such as swimming pools, shall cover more than thirty-five (35) percent of the area of the parcel.
- C. Side and rear yard setbacks for structures will be ten (10) feet from property line.

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 takes effect immediately as provided by law.

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

PASSED AND ADOPTED by the Town Council on this 22nd day of January 2026.

RICHARD SORENSEN
Mayor Huntsville Town

ATTEST:

Town Clerk

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

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

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

HUNTSVILLE TOWN
ORDINANCE NO. 2025-7-23

AMENDMENTS TO TITLE 15.14 – RC ZONE

AN ORDINANCE OF HUNTSVILLE TOWN, UTAH, AMENDING
THE HUNTSVILLE TOWN TITLE 15.14, ~~15.16, TABLE 15-1
ACCEPTABLE USE AND DEFINITIONS;~~

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 authorizes the Town 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 9a, of the Utah Code Annotated, 1953, as amended, enables the Town to regulate land use and development;

WHEREAS, the Huntsville Town Council desires to update the Recreation Zone (RC-1) to accurately reflect the desired use of the ~~current parcels; General Plan~~

WHEREAS, the Huntsville Town Council ~~desires to amend the Residential Zone (R-1) to prioritize single family dwellings;~~

WHEREAS, the Huntsville Town Council ~~desires to amend Table 15-1, the Acceptable Use Table, limiting the Commercial Zone (C-1) to home occupation and emphasizing commercial use for the benefit of the Town;~~

WHEREAS, the Huntsville Town Council ~~desires to update the Chapter 15.4, Conditional Uses, to come in compliance with the Utah State Code;~~

Commented [BE1]: Show code reference

WHEREAS, the Huntsville Town Council desires to add ~~the definitions, permitted and conditional uses, and special regulations in the Recreational Zone of “Private Recreational Club” to the definitions of the Huntsville Town Municipal Code which will help to preserve the natural landscape in the zone, and to mitigate negative impacts to the R-1 Zone~~

WHEREAS, after publication of the required notice, the Planning Commission held its public hearing on the 23rd of July, 2025, to take public comment on this Ordinance, and subsequently gave its recommendation to adopt this Ordinance on the 26th of August, 2025;

WHEREAS, the Town Council received the recommendation from the Planning Commission and held its public meeting on the 4th of September, and desires to act on this Ordinance;

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

Section 1: Repealer. Any code, chapter, or section in conflict with this Ordinance is hereby repealed in its entirety and referenced thereto vacated.

Section 2: Amendment. The Huntsville Town Municipal Code is hereby amended to read as follows:

Repealer. Any code, chapter, or section in conflict with this Ordinance is hereby repealed in its entirety and referenced thereto vacated

15.14 RECREATION ZONE RC

15.14.1	Purpose,
15.14.2	Definitions,
15.14.32	Permitted Uses,
15.14.43	Conditional Uses Area Regulations,
15.14.54	Special Provisions..

15.14.1 Purpose,

The Recreation Zone (RC) is established as a Zone in which the primary use is for recreation, including private member-based seasonal recreational purposes clubs or camps and operated by a private member-based organization that is not available for use by the general public, or paying public, venture (i.e., private seasonal recreational camps). The purpose of the Recreation Zone (RC Zone) is to provide suitable areas that will accommodate the need for private recreation and its associated uses, some of which may have an environmental impact requiring a Conditional Use Permit after public review and/or special regulations.

The objectives of the Recreational Zone RC are:

- A. to promote the use of the land for private fishing and recreational purposes,
- B. to facilitate the conservation of water and other natural resources,
- C. to preserve open space, natural scenic attractions, natural vegetation, and other natural features within the zone.

In order to accomplish these objectives and purposes and to protect the essential characteristics of the zone, the following regulations shall apply in the Recreation Zone RC.

15.14.2 Definitions These definitions only apply to this Chapter, Title 15.4

- A. "Private Recreational Club" means a member-based organization whose primary purpose is to provide recreational, social/dining, or leisure amenities and uses exclusively to members and their guests. This definition shall not include private clubs as defined by the Utah State Alcoholic Beverage Control Act.
- B. "Accessory Structure or Building" means a subordinate structure detached from but located on the same lot as the main structure, the use of which is incidental and accessory to that of the main structure. A detached subordinate building and/or structure clearly incidental to and located upon the same lot occupied by the main building and/or structure, i.e. not a secondary structure

C. "Campground" means a private open area with sanitary facilities for overnight or camping and may include the overnight parking of camping trailers, tents, tent trailers or other vehicle types intended for camping purposes.

D. "Commercial Use" means an occupation, employment or enterprise that is carried on for profit by the owner, lessee or licensee.

E. "Conditional Use" means a use or occupancy of a building, or use of land permitted by the Huntsville Planning Commission Town Council subject to certain conditions in accordance with the as a "Special Exception" only when authorized upon issuance of a Conditional Uses Permit and subject to the limitations and conditions specified therein as provided in the Conditional Uses Chapter of this Ordinance, intended to allow compatible integration of uses which may be suitable only in certain locations within a particular zone, or only upon certain conditions and/or design criteria being achieved.

The purpose and intent of Conditional Uses is to allow in certain areas, compatible integration of such uses with conditions that mitigate negative impacts associated with the use as special exceptions but which are related to the permitted uses of in the RC Zone, in order to allow the use to but which may be suitable and desirable at a only in certain locations in that particular zone due to conditions and circumstances peculiar to that use and/or location by regulating and/or only if such uses as designed, laid out, and construction, operations, traffic, and any other factors on the proposed site, including time, place and manner conditions in a particular manner.

F. "Dwelling" means a building or portion thereof, which is constructed in compliance with the Town's adopted building codes and designed as a place for human habitation, except hotel, apartment hotel, boarding house, lodging house, tourist court or apartment court.

G. "Permitted Use" means any use lawfully occupying land or buildings as authorized in the zoning regulations and for which no Conditional Use Permit is required.

H. "Private" means for use by the occupant club members, their friends, and guests, and not for the purpose of renumeration, hire, or sale or any other commercial use nor use by an ad hoc informal association or group for the purpose of circumventing this limitation.

I. "Public" means general public, who, are not members of the organization or club, buildings or uses owned or operated by a branch of the Government or governmental entity and open to the public, such as Libraries, School, Parks, other than private facilities.

J. "Special Event". Special Event

A pre-planned, temporary gathering or activity hosted by a Private Recreational Club on a specific date or dates that exceeds the club's customary day to day recreational use or daily occupancy limits, refer to Huntsville Title 15.14.4 A.f. Special Events require a Special Event Permit issued by the Huntsville Town Council and are limited to no more than three (3) per

calendar year per **Parcel property**. All Special Events shall comply with applicable limitations on parking, noise, lighting, occupancy, and hours of operation

A.K. Outdoor Recreation

Leisure or physical activities conducted outdoors that promote health, enjoyment, or relaxation and occur incidental to the primary recreational use of the property. Outdoor Recreation shall not generate significant noise, traffic, or disturbance and does not include organized sporting events, vehicle based activities, overnight events, amplified sound, or any use requiring a Conditional Use Permit.

15.14.4 Permitted Uses

A. Parking of motor homes, travel trailers, and tents

A. Private Storage of RV, boat or vehicles (move to conditional B.)

B. Bike Paths

C. Private Parks

D. Outdoor Recreation

A. Boating, water skiing, and other water recreation activities

B. Fishing

Private recreation grounds; private picnic areas

C. Private club facilities for member only recreational and social use, including accessory structures such as bathhouses, pavilions, barns and pools, provided such facilities are not open to the general public and are not operated as commercial enterprises

15.14.4 Conditional Uses.

The following uses ~~shall~~may be permitted only in the RC zone only after issuance of a Conditional Use Permit as provided in Chapter 15.4.

A. Private Recreation Facility:

- a. Special Events as defined by 15.14.2 must obtain a special events permit issued by the Huntsville Town Council. No more than 3 events per calendar year.
- b. Operating hours – not to exceed opening at 8 a.m. and closing at 10 p.m.

Commented [BM2]: Is overnight camping allowed by members? How many days in a row? Overnight activities allowed? What other uses or regulations have you missed?

- c. Parking – Not to exceed thirty (30) developed parking spots, including handicapped parking requirements. Vehicles will be restricted to the developed parking stalls. No on-street parking allowed.
- d. Shuttle Service – Shuttles for events and daily activities must be restricted to 100 South.
- e. Noise – No amplified sound on the parcel. Shall not exceed 65 dBA when measures at the edge of the property with the exception for emergency circumstances. No generators after 10 p.m. Quiet hours are 10 p.m. to 8 a.m.
- f. Daily Occupancy – Daily occupancy in a 24 hour period can be no more than 40 (forty) people per acre, limited to 100 people including staff and members.
- g. Night Lighting – Must follow Weber County's Dark Sky Ordinance.
- h. Dwelling Units – Not permitted in this RC Zone.
- i. Business License from Huntsville Town shall be required.
- j. Food and beverages – Drink, including alcoholic beverages, shall may only be provided to members only. Commercial catering or restaurant business is not permitted.
- k. Camping not permitted

B. Private Camping:

- a. Noise – No amplified sound on the premises parcel, with the exception for emergency circumstances. No generators after 10 p.m. Quiet hours are 10 p.m. to 8 a.m.
- b. Sewer Facilities or trailer dump – is required onsite and must be approved by the Weber Morgan Health Department.
- c. Restroom Facilities are required on the property.
- d. A Site Plan of campsites must be provided.
- e. Occupancy is limited to the number of approved campsites.
- f. Parking – limit two (2) vehicles per campsite.
- g. Campers cannot reside on the property for more than 150 consecutive days, May 1st through September 30th.
- h. A Business License from Huntsville Town shall be required.
- i. Camping spots limited to 4 per acre

15.14.3 Area Regulations

- A. The minimum lot area shall be one recorded lot or parcel of land not less than three-quarters (0.75) of an acre and a minimum width of one hundred thirty (130) feet.

Commented [BM3]: What is this for?

Commented [BE3R2]: The RC zone is frequently used by the public to "turn around" and explore these parcels. There has been a desire expressed to have a vehicle control gate. Since two owners share this access, conditions might be needed to allow both parties to access the gate.

B. No single building shall cover more than twenty-five (25) percent of the area of the parcel nor be more than twenty-five (25) feet in height. No combination of buildings and facilities such as swimming pools, shall cover more than thirty-five (35) percent of the area of the parcel.

C. Side and rear yard setbacks for structures will be ten (10) feet from property line.

15.14.54 Special Regulations Provisions.

- A. Motor homes, travel trailers or tents shall be allowed and may be occupied on a permanent basis.
- A. Motor homes, travel trailers or tents may be kept, placed or stored on the premises between October 15th of each year and May 1st of each succeeding year.
- B. **There shall be no sewage dump facility permitted in this zone.**
- C. A. The required yard space shall be kept free of debris, refuse or other inflammable material which ~~may constitute~~may create a fire hazard.
- D. B. This zone is not available for use by the general or paying public, ~~or as a commercial venture or enterprise.~~
- C. Usage of the premises is limited to Members, Guests and Staff owners of the Private Club property, which owns ~~or leases~~ a building or property or portion thereof. ~~the use of such premises being restricted to members and their guests. Usage of the premises may occur year-around.~~
- D. Subletting or leasing is not permitted.
- E. Public health requirements concerning domestic water supply and sewage disposal shall comply with the State and Weber- Morgan County requirements. A septic tank certificate of design approval from Weber-Morgan County Health Department shall be required in all applications for a building permit which requires a sewage disposal system.
- F. On-street parking is not permitted

15.14.6 Area Requirements.

- A. The minimum lot area shall be one recorded lot or parcel of land not less than three-quarters (0.75) of an acre and a minimum frontage width of one hundred thirty (130) feet.
- B. No single building shall cover more than twenty-five (25) percent of the area of

the parcel nor be more than twenty-five (25) feet in height. No combination of buildings and facilities such as swimming pools, shall cover more than thirty-five (35) percent of the area of the parcel.

C. Side and rear yard setbacks for structures will be ten (10) feet from property line.

¶

15.14.7 CONDITIONAL USES

For the process and procedure for a conditional reference Huntsville Town Code 15.4
Conditional Uses

- 15.4.1 Purpose
- 15.4.2 Conditional Use Permit
- 15.4.3 Review Procedure
- 15.4.4 Determination
- 15.4.5 Basis for Issuance of Conditional Use Permit
- 15.4.6 Appeal Building Permit and Improvement Guarantee
- 15.4.7 Building Permit and Improvement Guarantee
- 15.4.87 Expiration
- 15.4.98 Discontinued Use

15.4.1 Purpose

The purpose of Conditional Use is to allow a land use that, because of its unique characteristics or potential detrimental effects within a zone, or on adjacent land uses, may be allowed only if certain conditions are required that mitigate or eliminate the detrimental impacts. The intent is to make provision for said uses under conditions and circumstances that pertain to that zone. Since said uses would not normally be permitted in that zone, careful examination and establishment of the conditions for permitting said uses is provided for under these procedures.

15.4.2 Conditional Use Permit

A Conditional Use Permit shall be required for all uses not specifically listed for a given zone. The Conditional Use Permit shall be approved by the Huntsville Town Council after review and recommendation by the Huntsville Town Planning Commission. A Conditional Use Permit shall be required for all uses listed a Conditional Uses in the zone regulations. A Conditional Use Permit may be revoked at a later time by the Huntsville Town Council, by the Planning Commission, based upon sufficient evidence of failure to comply with the conditions imposed on the permit, or based upon sufficient evidence of other violations of the law, after review and recommendation by the Huntsville Town Planning Commission, upon the permittee's

failure to comply with the conditions imposed with the original approval of the permit.

15.4.3 Application Procedure

A. Application for a Conditional Use Permit shall be made to the Huntsville Town Planning Commission. A site plan showing details and other requirements shall accompany the completed application forms provided by the Huntsville Town Clerk or Huntsville Town Building Official.

B. The application together with all pertinent information shall be considered by the Huntsville Town Planning Commission at its next regularly scheduled meeting. The applicant shall be notified of the date, time, and place of each public meeting.

C. The Huntsville Town Planning Commission may call a special public hearing on any application after adequate notice if it is deemed in the public interest. The applicant shall be notified of the date, time, and place of each public hearing.

15.4.4 Determination

After the completion of the review procedure in 15.4.3, the Huntsville Town Planning Commission will pass their decision to recommend or not recommend a Conditional Use on to the Huntsville Town Council. In recommending any Conditional Use, the Huntsville Town Planning Commission shall impose such requirements and conditions necessary to mitigate the reasonably anticipated detrimental effects of the proposed use. The applicant shall be notified of the decision.

The Huntsville Town Council may adopt, modify, or reject the recommendation of the Huntsville Town Planning Commission and impose any additional conditions that it may deem necessary if granting a Conditional Use Permit.

The Planning Commission may deny or permit a Conditional Use to be located within any zone in which the particular Conditional Use is permitted by the use regulations of that zone. In authorizing a Conditional Use, the Planning Commission shall impose such requirements and conditions necessary for the protection of adjacent properties and the public welfare.

15.4.5 Basis for Issuance of Conditional Use Permit

The Huntsville Town Planning Commission shall not authorize recommend a Conditional Use Permit unless evidence is presented to establish:

- A. A conditional use shall be approved if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with the applicable standards set forth in 15.4.6.
- B. If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the imposition of reasonable conditions to achieve compliance with applicable standards, the conditional use shall be denied.

15.4.6 Conditional Use Standards

The following conditions may be imposed to mitigate the reasonably anticipated detrimental effects of the proposed use:

1. On-site security, security system, or security plan.
2. Additional set-backs or landscaping.
3. Additional storm water facilities or retention.
4. Sign limitations.
5. Easements, covenants, deed restrictions, or similar limitations.
6. Limits on hours of operation, in whole or part.
7. Limits on hours of operation of equipment or machinery.
8. Limits on the types of equipment or machinery.
9. Height limits.
10. Size limits.
11. Density limits.
12. Structural limits.
13. Time limits for construction, temporary uses, limited uses, or limited operation.
14. Limits on the number of objects or animals.
15. Conditions to limit light, glare, or heat.
16. Conditions to limit vibration, movement, odor, or noise.
17. Architectural, fencing, landscaping, or design mitigation.

48. Limits on the number of employees, patrons, or automobiles.
49. Traffic regulations, congestion reduction measures, and limited access.
20. Limitations to improve public health.
21. Limitations to improve public safety.
- Any other condition to mitigate anticipated detrimental impacts.

15.4.7 — Appeal

1. The decision of the planning commission may be appealed to the mayor at the next regular council meeting by filing a written appeal within 15 days after the date of the planning commission meeting where the decision was rendered.
2. After review and opinion from the Town Council, the mayor may uphold or reverse the decision of the planning commission and impose any additional conditions that it may deem necessary in granting an appeal.
3. The decision of the mayor may be appealed to the board of adjustment within 15 days of the decision of the mayor, only after the filing a written appeal by an aggrieved party. The board of adjustment shall review the decision of the mayor and planning commission decisions for correctness.

22.

15.4.7 — 15.4.8 Building Permit and Improvement Guarantee

Following the issuance of a Conditional Use Permit, the Huntsville Town Building Permit Official shall approve an application for a building permit and shall insure ensure that development is undertaken and completed in compliance with said permits and conditions pertaining thereto.

Prior to the issuance of an Occupancy Permit, the developer shall guarantee to Huntsville Town the completion of any uncompleted improvements or conditions of approval, which shall be included in the Assurance Bond held by Huntsville Town.

15.4.8 — Expiration

Unless there is substantial action under a Conditional Use permit within a maximum period of one (1) year of its issuance, the Conditional Use Permit shall expire. The Huntsville Town Council Planning Commission may grant a maximum extension of six (6) months under

exceptional circumstances. Upon expiration of any extension of time granted by the Huntsville Town Council Planning Commission, or failure to complete all conditions and requirements of the Conditional Use Permit within an eighteen (18) month period of time, the approval for the Conditional Use Permit shall expire and become null and void.

15.4.9 Discontinued Use

When an approved Conditional Use has been discontinued and/or abandoned for a period of one (1) year, the Conditional Use Permit becomes null and void. In order to restore the Conditional Use, a new application shall be filed for review and consideration by the Huntsville Town Planning Commission and Huntsville Town Council. If two (2) years expire with discontinued use and/or abandonment, the owner will remove the structure or use it for an approved use. If the owner does not remove the structure, Huntsville Town will remove the structure and place a lien on the property for the cost of removal and disposition.

Commented [BE4]: This is not something that I have seen in other ordinances. I am not sure that this section needs to stay in the new ordinance.

Commented [BM5]: Do you want to include CUP Chapter amendments to update the CUP to state law as administrative approval?

15.6.2.C A Residential Zone Bed and Breakfast subject to the following standards:

1. Two parking spaces shall be provided for the family plus one space for each guest room.
2. No parking may be located on the public thoroughfare.
3. Proprietor or owner must occupy the dwelling.
4. Meals may only be served to overnight guests.
5. Not more than three (3) guests' sleeping rooms per dwelling.
6. Allowed only in existing dwellings with no exterior additions nor change in residential character.
7. Business license must be obtained.

15.6.2.G Accessory Structures or Buildings. No accessory structure or building, or portion thereof, shall be rented, including in-kind considerations, as a dwelling unit.

"Recreation and Athletic Facilities" add reference Remarks which states "Refer to 15.6.2.J"

"Accessory Building/Private" add reference which states "Refer to 15.6.2.G"

"Dwelling Unit, single family" in C-1 zone and C-2 zone to "N", not permitted

"Construction equipment rental and storage"

Fishing Pond—change in RC zone to "C", conditional

Transportation/Shuttle Services—change to "C", conditional in RC Zone

Restaurant with alcohol Services (in Retail Sales) — Change RC zone to "C", conditional

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 shall continue in full force and effect.

Section 4: Effective Date. This Ordinance takes effect immediately upon approval and posting.

VOTES	AYE	NAY	RECUSED	EXCUSED
Mayor Richard Sorensen				
CM Lewis Johnson				
CM Sandy Hunter				
CM Artie Powell				
CM Bruce Ahlstrom				

PASSED AND ADOPTED by the Town Council on this _____ day of __, 20265.

Richard Sorensen, Huntsville Town Mayor

ATTEST:

Town Clerk

RECORDED this _____ day of _____, 20265.
PUBLISHED / POSTED this _____ day of _____, 20265.

CERTIFICATE OF PASSAGE AND PUBLICATION / POSTING

In accordance with §10-3-713 of Utah State Code, as amended, I, _____ of _____, Utah, hereby certify that the foregoing ordinance was duly passed and published or posted on the above referenced dates at:

- 1) Huntsville, Town Hall
- 2) Utah Public Notice Website
- 3) www.huntsvilleutah.gov

Town Clerk