

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING
Thursday, June 1, 2023, 6:30 p.m.
Ogden Valley Library, 131 South 7400 East, Huntsville

Name	Title	Status
Richard L. Sorensen	Mayor	Present
Bruce Ahlstrom	Council Member	Present
Kevin Anderson	Council Member	Present
Sandy Hunter	Council Member	Present
Artie Powell	Council Member	Present
Shannon Smith	Clerk	Present
William Morris	Legal Counsel	Excused
Nikki Wolthuis	Clerk	Present

Citizens: Sheree Evans – Treasurer, Kelly Wood, Liz Poulter, Lonny Bailey, Rex Mumford, Ron Gault, Neil and Cari Moss, Dakota Hyde, Jeff Hyde, Lt. Cowley

1-Mayor Sorensen called the meeting to order. There is a full quorum present. Mayor Sorensen welcomed Nikki Wolthuis to the meeting and explained that she will be the new clerk.

2-Pledge of Allegiance led by Dakota Hyde.

3-Opening Ceremony given by TCM Artie Powell.

4-Public Comments: **Rex Mumford** wanted to make some comments. He lives in East Huntsville, 500 South. He has attended several meetings to make comments regarding the potential annexation of property owners in East Huntsville. Rex Mumford commented during those meetings and has spoken with the Town Council Members outside of the meetings. One of the concerns that the Town Council has regarding annexation of East Huntsville is the amount of water needed to supply culinary needs. He recited a lot of numbers regarding the water use in Huntsville and Ogden comparatively. Additionally, he supplied numbers regarding the water rights held by Huntsville Town. Rex Mumford believes that water is not as large an issue as the Town Council has discussed. There are seven property owners that would like to be annexed into the Town. None of the property owners are interested in culinary water. They would like to be affiliated with Huntsville Town for law enforcement services and long-time associations with the Town. Rex stated that the tax revenue would more than offset these services. He asked the Town Council to annex these neighbors in East Huntsville. **(See Attachment #1)**

5-Sheriff's Report: Lt. Cowley reported that the Ogden Marathon went well. Mayor Sorensen thanked Lt. Cowley for their service at the Memorial Day Ceremony at the Huntsville Cemetery.

6-Discussion on Cycle Kart Event. Kelly Wood presented Huntsville Town with \$4000 in entry fees for 2023. He expressed thanks to the Town. This was the largest Cycle Kart Event in the Country. There were 46 cars that competed in the race. Event organizers are hoping to expand the race next year by just a little. The participants really enjoy coming to Huntsville. Organizers do not want to expand the event much more. They like the quaintness of the event and want to

keep crowds down. Kelly Wood requested to hold the event around the first weekend in May next year, the 3rd and 4th. Shannon Smith will reserve the dates. Kelly Wood presented the check and pose for a photo with the Town Council Members.

7- Discussion and/or action on water bill settlement for 239 North 6800 East. (See Attachment #2) Neil and Cari Moss came to the Town Council to petition for water bill settlement. Cari Moss stated their current water bill is \$1,632.53. Mayor Sorensen has offered to write off 50 percent of the bill. She read to the Town Council Members the letter the Mosses sent to Mayor Sorensen and Shannon. There was a leak on the Town side of the meter. Following the repair of the leak, after several weeks, a leak on the property owners' side was identified. The Town Council Members discussed the timeline of events and asked questions regarding the timeline. In addition, TCM Sandy Hunter referred to the letter from Gary Probasco which was included in the attachments the Town Council received prior to the meeting. Gary Probasco's letter also outlined the timeline and states that the Town paid for the repair and water on the Town's side of the meter. Gary Probasco maintained that not only he, but Thom Summers stated the leak on the property owners' side was not caused by the Town. Gary Probasco advised the Mosses at the time of the Town side leak that the property owners' pipes were old and needed to be replaced. The Mosses stated they did not have control over the leak. There was not additional water to identify the leak and they do not feel responsible for the bill. Also, because they are second homeowners and do not live in Huntsville permanently, they underuse and overpay for their water regularly. Even with the recent leak, they would not use what the average Huntsville homeowner uses.

Shannon Smith researched several other municipalities, including Morgan, to find a procedure for water forgiveness that Huntsville could adopt as a policy. Morgan forgives 40,000 gallons off the top of the bill. Then the homeowners are responsible.

TCM Sandy Hunter motioned that the \$620 that Huntsville is billing the Mosses for the water leak in January and February is reasonable and accepted. It is 65% off the original billing. TCM Artie Powell seconded the motion.

Mayor Sorensen called for a vote. There was not a full quorum that voted. The Town Council Members discussed the amount owed with additional comments. **TCM Powell called for a point of order.** The vote had started and not ended prior to additional discussion. TCM Anderson proposed that a friendly amendment be made to the motion, considering that three members of the Council had not voted. TCM Hunter stated she would consider a friendly amendment and TCM Anderson suggested an additional discount for the Moss' bill.

TCM Sandy Hunter amended her motion to accept \$500 as payment in full for the Moss' water bill in January and February. TCM Anderson seconded the amended motion.

Roll Call Vote. All votes Aye. Motion passed. Votes are reflected below.

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard L. Sorensen	X			
CM Bruce Ahlstrom	X			
CM Kevin Anderson	X			
CM Sandy Hunter	X			
CM Artie Powell	X			

8. Discussion and/or action on a 12-month extension allowance for final plat; North Arrow Condominium project, phase 2 of Compass Rose Hotel. (See Attachment #3) Jeff Hyde asked for a 12-month extension for preliminary approval of phase 2 of the Compass Rose Hotel project. They have gained approval for drawings and septic systems, obtained the necessary permits and paid county impact fees. There were some delays in that process and are asking for an extension. Dakota Hyde spoke to the TC to answer any questions. Mayor Sorensen explained that the Hydies were three days late on asking for an extension, but Mayor Sorensen asked the TC to be lenient under the circumstances. **TCM Sandy Hunter made a motion to approve a 12-month extension on the North Arrow Condominium Project, phase 2 and schedule a work session with the owners of the Compass Rose Hotel to address the time limitation for completion of the project in the development agreement. TCM Ahlstrom seconded the motion.** There were some additional questions asked to clarify the need for a work session. Mayor Sorensen said it was to discuss a new date for the completion of the development since the date for completion in the agreement is March 2024 and that will be difficult to fulfill on the contract. **Roll Call Vote. All votes Aye. Motion Passed. Votes are reflected below.**

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard L. Sorensen	X			
CM Bruce Ahlstrom	X			
CM Kevin Anderson	X			
CM Sandy Hunter	X			
CM Artie Powell	X			

9. Discussion and/or action on Ordinance 2022-11-17; Vacating portion of 6700 E. (See Attachment #4) TCM Powell recused himself from the discussion and vote because of a potential conflict of interest. Mayor Sorensen reminded the TC that there was a public hearing in November of 2022 on this issue. TCM Sandy Hunter read the original petition which stated many reasons why the town could vacate the property. The TC discussed the physical characteristics of the lot, the Town's need for another road or parking, and about any objections from the neighbors. Mayor Sorensen asked if there was a motion. ~~TCM Ahlstrom~~ ^{Rep. Gault} cited a similar case from a few years ago in which a property owner requested a vacation but did not offer any monetary compensation to the Town. He wondered if the Town should give up the land without compensation. The mayor explained that the Town's attorney advised them not to sell roads and alleys. The petition must have merit to vacate a property. **TCM Sandy Hunter motioned to approve the request to vacate the property at 6700 E. TCM Ahlstrom seconded it. Roll Call vote. All votes Aye. Motion passed. All votes are reflected below.**

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard L. Sorensen	X			
CM Bruce Ahlstrom	X			
CM Kevin Anderson	X			
CM Sandy Hunter	X			
CM Artie Powell			X	

10. Discussion and/or action on 2023 Arbor Day Resolution and dedication of trees to Doug Allen and Jim Mckay. (See Attachment #5) TCM Sandy Hunter explained that to be a Tree City USA the Town needs to meet certain qualifications including naming an Arbor Day with a resolution from the Town. After reading the Resolution which declared June 8, 2023, as Huntsville’s Arbor Day, **TCM Sandy Hunter motioned to approve the Resolution. TCM Anderson seconded it. All votes Aye. Motion passed.**

11. Discussion and/or action on purchase of water shares from the Huntsville Monastery. (See Attachment #6) Mayor Sorensen stated that when the town annexed the Sage Property the plan from the beginning was to put the money from the purchase of water shares into the water system. The amount set aside is \$400,000. TCM Anderson said there have been extensive discussions where the town was advised to purchase water shares. TCM Sandy Hunter talked to many water experts, and they all advised the Town to use the complete \$400,000 for water shares. TCM Powell asked how many shares we could buy for \$400,000. At \$5,000 each, 80 shares could be purchased. It was unclear whether there were 80 shares available. Ron Gault said he believed there were less shares available. Ron Gault suggested they make the motion to say, “up to \$400,000.” Mayor Sorensen said he was told there is a risk in buying more shares than are available. There was a discussion on the capacity of the well. The TC expressed confidence in buying as many shares as possible right now. **TCM Sandy Hunter motioned to approve the purchase of water shares from the Monastery up to \$400,000 worth of shares.** There was a discussion about the wording of the motion. TCM Powell stated that Bill White was not present, and they should wait until he was there to negotiate the number of shares he would sell. TCM Sandy Hunter clarified that they were voting to approve the amount of money to spend on the shares. TCM Anderson commented that it was not Bill White that approved the number of shares to sell, but what was written in the contract. **TCM Sandy Hunter amended the motion to approve the purchase of water shares from the Huntsville Monastery up to the maximum number of shares legally allowed to purchase under the contract with Bill White up to \$400,000. TCM Ahlstrom seconded it. Roll call vote. All Ayes. Motion passed. All votes are reflected below.**

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard L. Sorensen	X			
CM Bruce Ahlstrom	X			
CM Kevin Anderson	X			
CM Sandy Hunter	X			
CM Artie Powell	X			

There was a discussion about the need to have a work session with Bill White and others to finish the water purchase before the upcoming deadline on the contract extension. It was decided that the work session would be before the regular TC Meeting on June 15th.

12. Discussion and/or action on Annexation Policy Plan Map (See Attachment #7) The TC discussed the town boundary map. Questions were brought up about Forest Service lands and what monetary value they would have for the Town. It was reported that the Forest Service does not pay taxes on the land and besides parking fees there would be no revenue. Parking issues, garbage, and maintenance would all be the Town's responsibility.

The question was asked if the Town's water plant could handle more connections should the Town expand its borders east. Ron Gault discussed the plant's capacity with current active connections and future connections. There are up to 96 potential future water connections in the current boundaries alone. The plant capacity could decrease below state requirements at buildout. The possibility for some future annexed neighbors to enter an agreement to never ask Huntsville for culinary water was discussed.

The TC talked about how adding more land to the east would increase the workload of the Town in both the planning stages for development as well as maintenance of roads after completion. It was also brought up that people live in the town because they like the small-town government where they can be heard. Adding more land and people would change the feel of the town.

The Ogden Valley Incorporation Feasibility study was discussed. There was a question whether there would be islands on the map that Huntsville would be forced to acquire after the feasibility study was complete. The TC discussed the need to settle on a map of the Huntsville Town boundaries before the feasibility study is complete in November and their map is permanent.


TCM Powell said we should dedicate an entire TC meeting to this topic. **TCM Ahlstrom motioned to table the issue. TCM Anderson seconded it. All votes Aye. Motion passed. Votes reflected below.**

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard L. Sorensen	X			
CM Bruce Ahlstrom	X			
CM Kevin Anderson	X			
CM Sandy Hunter	X			
CM Artie Powell	X			

TCM Artie Powell asked for help getting someone to sign for the fireworks and store them until the 4th of July.

TCM Artie Powell motioned to close the meeting. TCM Ahlstrom seconded it.

Meeting adjourned at 8:58 p.m.


 Nikki Wolthuis, Town Clerk

HUNTSVILLE TOWN WATER REPORT
June 1 2023

Water Treatment Plant

Maximum Capacity = 180.00 Gallons per minute
Hourly Capacity = 10,800.00 Gallons per Hour
Daily Capacity = 259,200.00 Gallons per Day
Yearly Capacity = 94,608,000.00 Gallons per Year

Ninety four million 600 hundred thousand gallons per year

According to Ogden City Public Works Director the city calculates use for single family homes with secondary water.

3000-4000 gallons per home per month
36,000 - 48,000 gallons per year.

Using Ogden City's use calculations Huntsville could supply water to 1971 homes.
Assuming Using Ogden City's maximum use calculations of 4000 gallons per month.

Huntsville probably has its own numbers for average home use.

To operate the treatment plant at maximum capacity the Town's water right would need to be 291 acre feet per year or .401 Cubic feet per second of continuous flow

On Thu, Mar 23, 2023 at 5:28 PM Shannon Smith <ssmith@huntsvilletown.com> wrote:

Hello Neil,

Attached you will find the data that you requested on your water meter, as far as usage. I have discussed your situation with Mayor Sorensen and he believes a good compromise is to split the water bill. Your current outstanding balance as the end of February is \$1,632.53. Half of that would mean you would own \$817 (rounded).

I hope you find this agreeable. Please let me know and we can proceed.

Thank You,
Shannon Smith



huntsvilletown.com

--
Neil Moss

MONTHLY CONSUMPTION ANALYSIS

March 1, 2022 - March 23, 2023

Moss, Neil

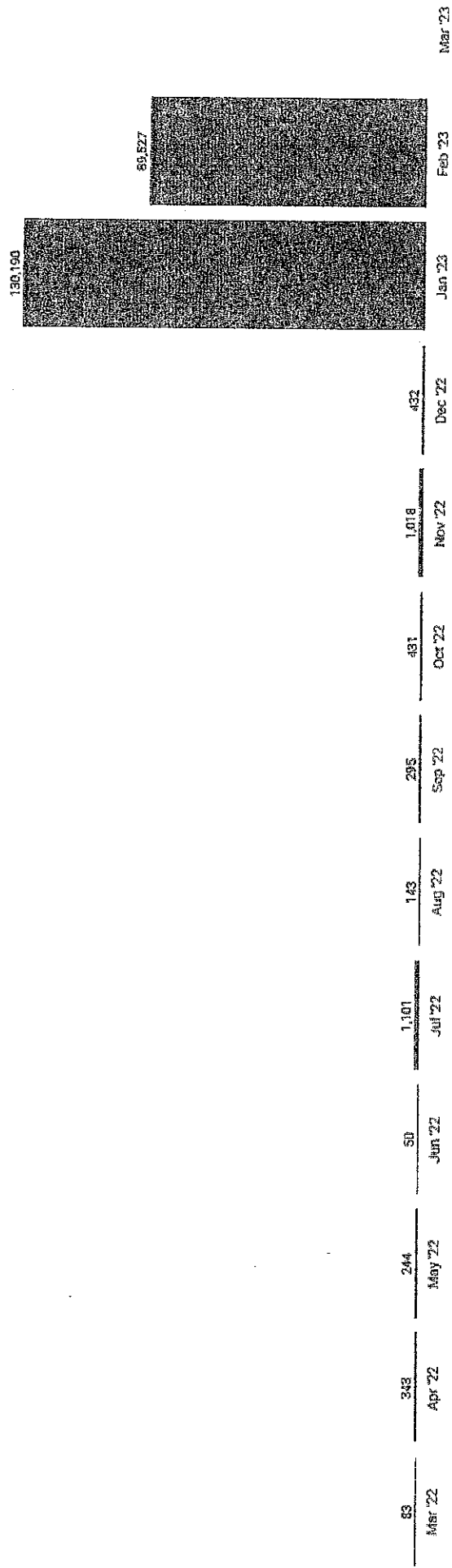
Account Number: 000000000000000014002

Address: 239 N 6800 E

MIU ID: 1850417558

Meter ID: 94080141

Unit of Measure: Gallons



Date	Consumption
Mar '23	89,526.900
Feb '23	130,189.700
Jan '23	431.700
Dec '22	1,018.000
Nov '22	430.600
Oct '22	294.500
Sep '22	143.000
Aug '22	1,100.600
Jul '22	50.400
Jun '22	244.300
May '22	342.700
Apr '22	83.000
Mar '22	

From: Neil Moss [REDACTED]
Sent: Thursday, April 13, 2023 8:09 AM
To: Shannon Smith <ssmith@huntsvilletown.com>
Subject: Re: Water usage report

Shannon and others,

We appreciate your consideration of splitting the water bill, however we still feel like that is a lot of money to pay when we feel we did not have any control over the usage.
I just want to explain the situation.

On Jan 7th, our neighbors discovered a pond in our front yard. I talked to Gary Probasco and he determined that the leak was coming from the Town's side of the meter. Around the 10th the town repaired the leak. On Feb 15th I received a letter from the town that our meter was "Leaking". We shut off the water main in the house anytime we are not there and so I know that nothing in the house was leaking. I again called Gary, and asked him to look at the meter. He told me that the meter was running about 4 gallons a minute. I asked him to turn off the meter until I could get someone to replace the water line.

I am not blaming the town for damaging our water line while repairing theirs; however, it seems that if you figure the GPM and the timing of the sudden change in our homes water usage, it seems very likely that the line was disturbed and caused the break. We have paid \$2250.00 to get the line replaced, and feel that considering that, the town could be lenient in the water bill. I have a few points for you to consider.

If you look at our water consumption over the last previous year excluding this period in question, we averaged 450 Gallons, far less than the 6999 Gallons that the town allotted. I would guess if you went back further, you would see the same trend. We have not changed our status there.

I feel that any overage charges are meant to be a deterrent to over usage of water by a resident, not a direct cost for the water delivered. As we definitely do not overuse our allotment, there is not a deterrent needed.

We cannot understand where that amount of water would even go. When the town side leaked, we had a pond develop. There was no water in the yard or under our house.

When the town discovered that we had an exorbitant usage, they sent a letter to resolve the problem instead of shutting off the water or contacting us. How much more water was wasted by not being proactive?

No where on the town website can I see where overage charges are mentioned.

Obviously we don't have a shortage of water this year and the water that was used won't be a problem to the town.

I don't know what the town's actual costs are for treating the water. Could you tell us that?

We love Huntsville and are excited about finally being able to move up there full time when we retire soon. We want to have good feelings both ways and hope we can resolve this issue.

From: Gary Probasco [REDACTED]
Sent: Thursday, April 13, 2023 3:24 PM
To: Richard Sorensen <rsorensen@huntsvilletown.com>

Cc: Shannon Smith <ssmith@huntsvilletown.com>; [REDACTED]

Subject: Re: Water usage report

I was very much involved with this Neil Moss issue. The town did have a pretty good leak on our side and I thought we were going to find a galvanize line going from the main to the meter. However when it was dug up there was actually copper going under the road in about 12-13 feet on Neil's side of the road. Then we discovered a coupling from copper to galvanized 10 feet before the meter. That's where the leak was at that coupling. Randy was working on the job and he is one of the guys that works for Tom Summers. We made the call to put a new connection from Copper to poly to the Meter on the Town side. It was very obvious that there was galvanize going from the meter to the house. I called Neil and told him that at some point he needed to replace that galvanize line going to his house because it would eventually fail. After making the repair on the Town side there was no leak present on Neil's side of the meter. Again it was January and a lot of snow and Neil made the call to not replace that galvanize line on his side from the meter to the house. And as stated in Neil's comments it had started leaking on his side and the Town had sent him a Continuous leak letter. I called Thom to have him com on and check it out because I knew it would be something that the resident would be paying for. Thom called and said that it was about 4 gallons a minute but he couldn't see any obvious water on the surface. Thom called Neil and ask him if he wanted him to fix it. Apparently Neil held off on fixing it for a month. Gonna call them to fix it early March. When they dug it up to fix it they found the leak a good 30 feet from the meter obviously that line was not disturbed when they made the repair on the Town side. I think it's more than generous for the town to split the cost but I don't agree that it should be totally put on the town.

Gary

Sent from my iPhone

On Apr 13, 2023, at 2:30 PM, Richard Sorensen <rsorensen@huntsvilletown.com> wrote:

From: Shannon Smith <ssmith@huntsvilletown.com>
Sent: Tuesday, April 25, 2023 2:24 PM
To: Neil Moss [REDACTED]
Cc: Richard Sorensen <rsorensen@huntsvilletown.com>
Subject: Re: Water usage report

Hello Neil,

Upon closer examination of your water bill I have found an error. For the bill you received. In January your usage read at about 130,000 gallons (December usage). But you were actually only billed for 100,000, due to an error in the billing system. This means there was another \$450 dollars of water used that was not included on you water bill, this would have brought up your total to \$1,414.05 for water usage in the month of December.

The town is in the process of adopting a leak policy that will look something like what I am about to offer you here. The Town will forgive the first 40,000 of water usage and then split the difference of any usage above that 40,000. This is what it would look like for your two water bills:

Dec Total water bill \$965.05

first 40,000= -275.05= \$690.00

$\$690/2 = \345

Total water bill for Dec 2022= \$345.00 (not including trash and recycling or any balance owed)

Jan total water bill \$825.05

first 40,000 - \$275.05= \$550.00

$\$550.00/2 = \275

Total water bill for Jan 2023 \$275.00 (not including trash and recycling or any balance owed)

If you find this agreeable, I can enter this information into our billing system and get you a total amount due. Please be aware that the trash and recycling rates increased a few months ago and you will need to make that adjustment to your auto draft billing, as current utility bills are \$72.00 (for base water usage) and your monthly payments have been at \$67.50.

If you are not content with this fee structure, I will put you in touch with Beckki Endicott and you will need to appeal your case before the Town Council.

Thank You,
Shannon Smith



huntsvilletown.com

From: Dakota Hyde <dakota@bonnieandhyde.com>
Sent: Monday, May 22, 2023 3:11 PM
To: Beckki Endicott <bendicott@huntsvilletown.com>; Shannon Smith <:ssmith@huntsvilletown.com>
Cc: Jeff Hyde [REDACTED] Richard Sorensen <rsorensen@huntsvilletown.com>
Subject: Subdivision Preliminary Plan Approval Extension Request

Hello Beckki,

Hope you are well. Per our discussion today, we would like to seek a 12 month extension for our subdivision preliminary approval from November 2021 for the North Arrow Development. It has taken significant time to acquire the requisite approvals from Weber-Morgan Health Department and Weber Fire Department in order to move forward with submission of documents for final approval

Let us know if there is anything else we need to do.

We appreciate your consideration in advance.

Thank you,
Dakota and Jeff Hyde

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Dakota Hyde
[REDACTED]

Beckki Endicott

From: Beckki Endicott
Sent: Thursday, May 25, 2023 9:46 AM
To: ~~Beckki Endicott~~; Jeff Hyde; Shannon Smith
Cc: Jeff Hyde; Richard Sorensen
Subject: RE: Subdivision Preliminary Plan Approval Extension Request

Good Morning Dakota,

I received your request to be put on the June 1st agenda for a 12-month extension of your final subdivision plat submission. I have added you to that agenda. The meeting will be held at the Ogden Valley Library, 131 South 7400 East in the auditorium at 6:30 p.m.

Please be aware that the Town Council Members will have a copy of the minutes from November 18, 2021, where North Arrow Condominium Subdivision received conditional preliminary approval for the expansion. The conditions stated the approval was "subject to final acceptance of septic system design and updated flows by WMHD, final submitted drawings showing items stated in the preliminary review dated 11-10-21, staff agency and affected entity comments and compliance with code requirements." I will also make the Town Council Members aware that you requested this extension for final subdivision approval on Monday, May 22, 2023, after speaking to Shannon and I at the Town Hall Office. As you are aware, the time period for submitting for final plat is 18 months according to our Huntsville Town Code 15.25.1.7 which states:

- A. Time Limitation. Approval of the Subdivision Preliminary Plan by the Huntsville Town Council shall be valid for eighteen (18) months from the date of approval. Extensions of time may be granted by the Huntsville Town Council for a period of not longer than twelve (12) months upon submittal of a request for extension of time, and showing of good cause prior to the expiration of the initial approval.

The date of approval for the subdivision was November 18, 2021. The request for an extension was May 22, 2023 and is after the deadline according to Huntsville Town Code 15.25.1.7.A.

I have communicated with Jared Anderson regarding the submission of any documents for the North Arrow Final Plat. The last correspondence he received from you was in August of 2022. He has received the documents regarding the septic from Summer Day and the Weber Morgan Health Department with final approval pending a review of the final plans. That letter will also be included in the Town Council packets.

In addition, the Town Council packet for this meeting will include a copy of the original development agreement for the Compass Rose Lots. In section 9 of the Development agreement, it states "Time Limitation to Complete Project – Developer agrees to complete construction of entire Project within 8 years from the date of execution of this DA." To maintain your vested rights in your agreement you will need to complete the project prior to March 29, 2024. If this is not possible, the agreement will need to be amended or revised. As you are aware, according to our Acceptable Use Table, Huntsville Town no longer allows for additional hotels, motels, or condominiums.

These are items the Town Council will need to address during the Town Council Meeting.

I am adding Shannon to this email as I will not be in attendance at the meeting on June 1st. Please forward all communications regarding this matter to her at clerk@huntsvilletown.com.

Sincerely,

Beckki Endicott



HUNTSVILLE TOWN
REGULAR PUBLIC MEETING OF THE HUNTSVILLE TOWN COUNCIL
November 18, 2021 on Zoom with an anchor location at Town Hall.

The Huntsville Town Council will hold its Regular Council Meeting on Zoom and at Town Hall, 7309 East and 200 South at 7:00 p.m.

The meeting will be Live Streamed via our YouTube Channel. Both YouTube and Zoom links can be found at www.huntsvilletown.com.

P.O. Box 267
Huntsville, UT 84317

Phone 801.745.3420
Fax 801.745.1792
Web HuntsvilleTown.com

Mayor
James A. Truett

Town Council
Blake Bingham
Max Ferre'
Wendy McKay
Richard Sorensen

Town Clerk/Recorder
Beckki Endicott

Treasurer
Larrison

Attorney
Bill Morris

AGENDA:

1. Call to Order – Mayor Truett
2. Pledge of Allegiance – by invitation
3. Opening Ceremony – by invitation
4. Public Comments: Residents will be allotted three (3) minutes.
5. Sheriff's Report –

ACTION ITEMS:

6. Discussion and/or action on approval of the minutes for TC Meeting, November 4, 2021.
7. Discussion and/or action on approval of the minutes for the 2021 Municipal Canvass, November 16, 2021.
8. Discussion and/or action on Ordinance 2021-11-18: Municipal Transient Room Tax
9. Discussion and/or action on Preliminary Plat Approval, subdivision for CW Lands.
10. Discussion and/or action on Preliminary Plat Approval for North Arrow condominiums, Jeff Hyde.
11. Discussion on Re-Zone Petition from Phil & Merilee Clawson. Seeking to Re-Zone from R-1 to C-1.
12. Discussion and/or action on approval of parcel consolidation for parcel #240230029, #240230018, #240110008, #240110049, John Falls.

COUNCIL MEMBER UPDATES/PRESENTATIONS:

Mayor Truett:

1. Discussion on the gate closure at Cemetery Point.

CLOSING ITEMS:

1. Citizen Comments.
2. Approval of the Bills, October 2021.
3. Adjournment of Meeting.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provision of U.C.A. §10-3-713, 1953 as amended, I, the municipal clerk recorder of Huntsville Town, hereby certify that foregoing agenda was duly published, or posted at

1) Town Hall 2) Huntsville Post Office 3) www.huntsvilletown.com 4) www.pmn.utah.gov

Beckki Endicott
Town Clerk/Recorder

DATE: 11-17-2021

In compliance with the Americans with Disabilities Act, persons needing assistance with attendance to these meetings should call Beckki Endicott@ 745-3420, giving at least a 48-hour advance notice. This agenda is subject to change up to 24 hours prior to meeting date. For last minute changes to agenda check town website, www.huntsvilletown.com. Huntsville Town is an equal opportunity provider.

Dakota Hyde described the history of the Compass Rose and the Development Agreement with the Town. They are now planning for the second phase of the Development. The building is on the original site plan from 2017. They have preliminary building plans but not engineered building plans yet. Dakota reviewed the preliminary building plans. There is a 7th unit in the building that is an ADA compliant room. Dakota stated that once they break the 20-room threshold, they need an additional room that is ADA compliant. They will have two ADA rooms between both buildings. The rooms in the new building are part of the North Arrow Condominiums. The rooms will be individually plated and allow others to purchase the rooms. They will be able to obtain title and ownership.

Dakota Hyde explained that the conditional use that they have received is for transient rooms. The owners that purchase these rooms will not be able to live in the rooms. Per the Huntsville Town code the owners will need to occupy the room less than 30 days per calendar year according to Attorney Morris. The rentals will also abide by the same ordinance of less than 30 days. The rooms will have a small kitchenette. There are not washers or dryers. These units are comfortable for a week of two. The Compass Rose will provide the furnishings.

This business model is gaining popularity in mountain towns. The hotel manages the units. Most customers will not know that the rooms are privately owned. The purpose of the model is to help finance the business. Currently, the Hyde's have more interested in owning the new rooms than they have rooms to sell. This model will help to diversify their financial risk.

Mayor Truett motioned to approve the preliminary plat for North Arrow Condominium Subdivision subject to final acceptance of septic system design and updated flows by Weber Morgan Health Department, final submitted drawings showing items stated in the preliminary review dated 11-10-21, staff agency and affected entity comments and compliance with code requirements. TCM Max Ferre' seconded the motion. Roll Call Vote. All votes Aye. Motion Passes. Votes are reflected below.

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Truett	X			
CM Wendy McKay				X
CM Max Ferre'	X			
CM Richard Sorensen	X			
CM Kevin Anderson	X			

11-Discussion on Re-Zone Petition from Phil & Merilee Clawson. Seeking to Re-Zone from R-1 to C-1. (See Attachment #6) Mayor Truett invited the Clawson's to explain their project. Merilee explained they lived at 7432 East and 100 South. They have a bed and breakfast that rents up to two rooms. When they originally moved here, their original idea was to remodel the barn in the back yard and have weddings and receptions there. The bed and breakfast would turn into a bride's room. They would rent it out from time to time. The receptions they would keep to about 50 people. Many people have asked about having weddings at their home.

Mayor Truett asked if food is served at the bed and breakfast. Merilee stated that it is advertised as a bed and breakfast and their room is stocked with all that they need for breakfast. There is a

Huntsville Town Subdivision Application

Applicant Name: JEFF P. HYDE

Applicant Mailing Address: [REDACTED]

Email: [REDACTED] Phone: [REDACTED]

Brief Description of Proposed Subdivision: Subdivision of part of Lot 3 Huntsville Town Park Subdivision which includes Compass Rose Lodge (Building A) and phase II (Building B) which will include multiple subdivided parcel units.

Applicant Signature: [Signature] Date: 10-27-21

Parcel Owner's Permission for Subdivision Application

The undersigned authorize this application for subdivision: 24-120-0003, 24-014-0018 part

Parcel Number(s): All of Lot 3 Huntsville Town Park Subdivision Parcel No: part 24-014-0019

Parcel(s) Owner Name: SKI TOWN VENTURE LLC

Parcel(s) Owner Mailing Address: [REDACTED]

Email: [REDACTED] Phone: [REDACTED]

Parcel Owner Signature: [Signature] Date: 10-27-21

Title (Authorized Agent): [Signature] President owner Jeff P. Hyde

The undersigned authorize this application for subdivision:

Parcel Number(s): _____

Parcel(s) Owner Name: _____

Parcel(s) Owner Mailing Address: _____

Email: _____ Phone: _____

Parcel Owner Signature: _____ Date: _____

Title (Authorized Agent): _____

(For Additional Parcel Owners Use Attached Sheet)

For Town Use:

Application Date: 10/27/2021 Fees Paid: 925.00

Becki Endicott, Town Clerk

[Signature]

Huntsville Town Planning Commission - Subdivision Preliminary Plan

- Recommended for Approval
- Recommended for Conditional Approval
- Recommended for Rejection
- Deferred

Chair Signature: *Doug M. All* Date: 11-17-2021

Notes/Conditions: Subject to conditions listed in Sunrise engineering reports from Jacob Anderson Dated 11/10/2021 and 5 conditions. Also 11/16/21 and those 2 conditions.

Huntsville Town Council - Subdivision Preliminary Plan

- Approved
- Conditional Approval
- Rejected
- Deferred

Mayor Signature: *Becki Endicott* Date: 12-2-21

Notes/Conditions: Subject to final acceptance of septic system design and updated flows by WMTS, final submitted drawings showing items stated in the preliminary review dated 11-10-21, staff agency and affected entities comments and compliance with code requirements
 ATTEST: *Becki Endicott* Date: 12-2-21
 Becki Endicott, Town Recorder

Huntsville Town Planning Commission - Final Plat

- Recommended for Approval
- Recommended for Conditional Approval
- Recommended for Rejection
- Deferred

Chair Signature: _____ Date: _____

Notes/Conditions: _____

Huntsville Town Council - Final Plat

- Approved
- Conditional Approval
- Rejected
- Deferred

Mayor Signature: _____ Date: _____

Notes/Conditions: _____

ATTEST: _____ Date: _____
 Becki Endicott, Town Recorder

Huntsville Town Engineer – Final Plat & Final Improvement Plan

- | | |
|-----------------------------------|---|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Conditional Approval |
| <input type="checkbox"/> Rejected | <input type="checkbox"/> Deferred |

Town Engineer Signature: _____ Date: _____

Notes/Conditions: _____

Submission Requirements & Process:

- Completed & Signed Application Form
- Payment of Application Fee to Huntsville Town
- Subdivision Preliminary Plan** requirements (see Titles 15.25.1 for all requirements):
 - Submit eight (8) copies of the Subdivision Preliminary Plan that includes the following:
 - Drawn to a scale no smaller than 100 feet to an inch.
 - The proposed named of the subdivision.
 - Sufficient information to accurately locate the proposed subdivision, including section corner ties.
 - The name(s) and address(es) of the subdivider, the licensed engineer (if required), and licensed land surveyor.
 - Land ownership of adjacent parcels to the proposed subdivision.
 - The boundary lines of the existing parcel(s) with bearings and distances.
 - The location of existing streets, water courses, irrigation ditches and structures, exceptional topography, easements and buildings within or immediately adjacent to the parcels being subdivided.
 - Existing and proposed septic systems, storm drains, water supply mains, water wells, land drains, and culverts within the parcel and immediately adjacent thereto.
 - North-pointing arrow, scale, and date of drawing creation.
 - A written Statement of Feasibility from the Weber County Health Department or Utah Division of Water Quality which states recommendations regarding sanitary sewage disposal.
 - The Subdivision Application and Subdivision Preliminary Plan must be reviewed by the Huntsville Planning Commission and approved by the Huntsville Town Council.
 - Approval the Subdivision Preliminary Plan by the Huntsville Town Council is valid for eighteen (18) months from the date of approval.
- Final Plat** requirements (see Titles 15.25.1.8 for all requirements):
 - Submit four (4) copies of the Final Plat that includes all requirements outlined in Title 15.25.1.8.
 - A Letter of Certification by the subdivider's registered Land Surveyor, indicating that all lots meet the requirements of the Huntsville Town Land Use regulations.
 - The Final Plat must be recorded within eighteen (18) months from the date of approval of the Subdivision Preliminary Plan by the Town Council otherwise the subdivision application is considered void. A Subdivision Application that is considered void will require a new application with the accompanying appropriate fees.
- Final Improvement Plan** requirements (see Titles 15.25.1.9 for all requirements):
 - Submit a complete set of Final Improvement Plans to the Huntsville Town Engineer stamped by a Utah Licensed Professional Engineer that includes all requirements outlined in Title 15.25.1.9.
 - Provide copies of utility contracts with applicable companies such as electric, gas, and telephone services.

ADDITIONAL PARCEL OWNERS

Parcel Owner's Permission for Subdivision Application

The undersigned authorize this application for subdivision:

Parcel Number(s): _____

Parcel(s) Owner Name: _____

Parcel(s) Owner Mailing Address: _____

Email: _____ Phone: _____

Parcel Owner Signature: _____ Date: _____

Title (Authorized Agent): _____

The undersigned authorize this application for subdivision:

Parcel Number(s): _____

Parcel(s) Owner Name: _____

Parcel(s) Owner Mailing Address: _____

Email: _____ Phone: _____

Parcel Owner Signature: _____ Date: _____

Title (Authorized Agent): _____

The undersigned authorize this application for subdivision:

Parcel Number(s): _____

Parcel(s) Owner Name: _____

Parcel(s) Owner Mailing Address: _____

Email: _____ Phone: _____

Parcel Owner Signature: _____ Date: _____

Title (Authorized Agent): _____

The undersigned authorize this application for subdivision:

Parcel Number(s): _____

Parcel(s) Owner Name: _____

Parcel(s) Owner Mailing Address: _____

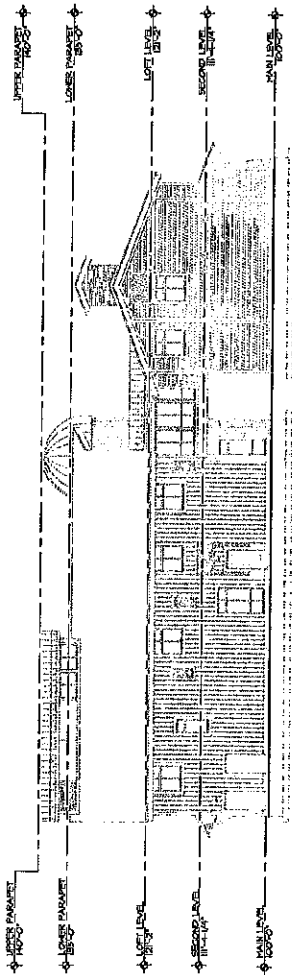
Email: _____ Phone: _____

Parcel Owner Signature: _____ Date: _____

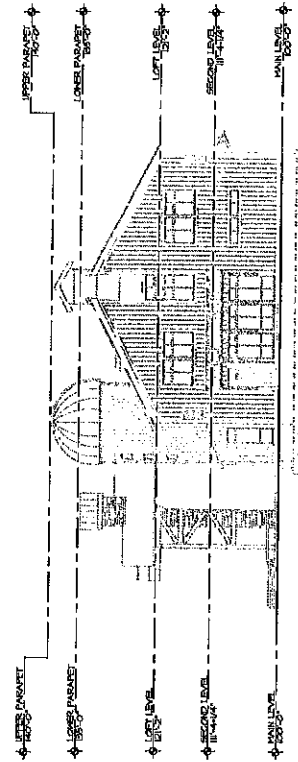
Title (Authorized Agent): _____

NORTH ARROW CONDOMINIUMS

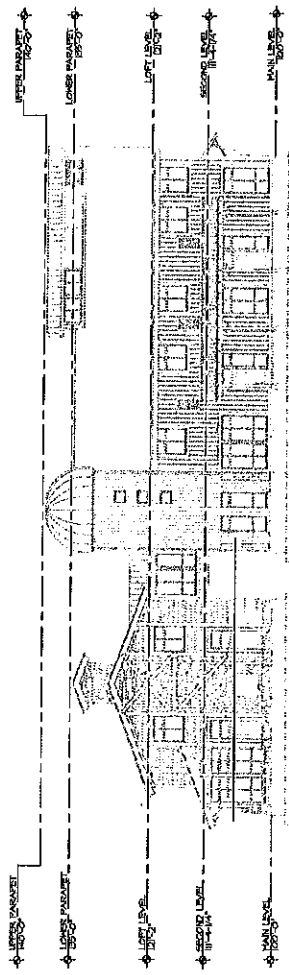
A PART OF LOT 3, HUNTSVILLE TOWN PARK SUBDIVISION,
 BEING A PART OF THENORTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 EAST,
 SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, HUNTSVILLE CITY, WEBER COUNTY, UTAH



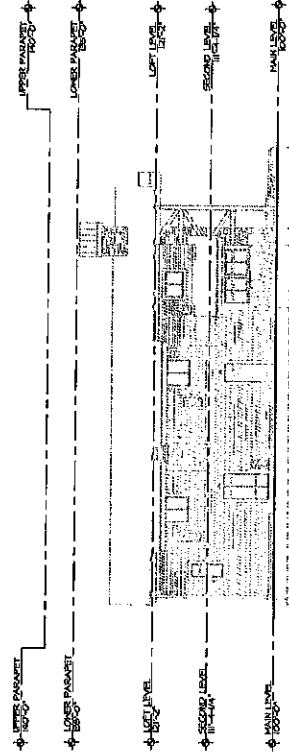
BUILDING "A" EAST ELEVATION
 SCALE 1" = 8'



BUILDING "A" WEST ELEVATION
 SCALE 1" = 8'



BUILDING "A" SOUTH ELEVATION
 SCALE 1" = 8'



BUILDING "A" NORTH ELEVATION
 SCALE 1" = 8'



177 E ANTELOPE DR. STE. B
 LAYTON, UT 84041
 PHONE: (801) 499-5054
 FAX: (801) 499-5065

SHEET 3 OF 5
 WEBER COUNTY RECORDER
 ENTRY NO. _____ FILE NO. RECORDED AND
 PAID _____ RECORDING FEE \$ _____
 RECORDING DATE _____
 OFFICIAL RECORDS PAGE _____
 RECORDED FOR _____
 BY _____ WEBER COUNTY RECORDER

NORTH ARROW CONDOMINIUMS

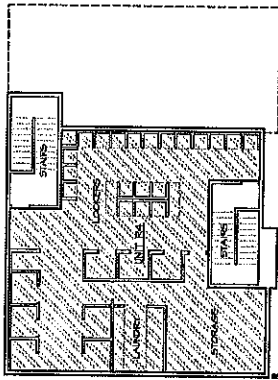
A PART OF LOT 3, HUNTSVILLE TOWN PARK SUBDIVISION,
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LEGEND

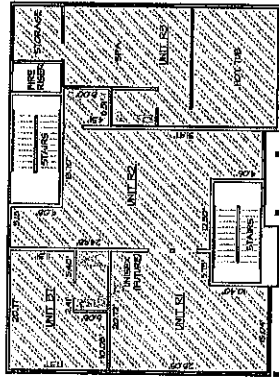
	CONDOMINIUM UNIT IN 2-A
	UNITED COMMON ELEMENTS
	COMMON ELEMENTS

UNIT AREA TABULATION

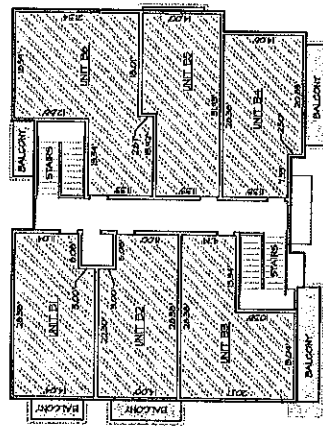
FLOOR	UNIT	AREA (SQFT.)
BASEMENT FLOOR	UNIT 1A	1553 SQFT.
	UNIT 1B	278 SQFT.
	UNIT 1C	252 SQFT.
MAIN FLOOR	UNIT 1D	831 SQFT.
	UNIT 1E	831 SQFT.
	UNIT 1F	831 SQFT.
SECOND FLOOR	UNIT 2A	1900 SQFT.
	UNIT 2B	871 SQFT.
	UNIT 2C	833 SQFT.
LOFT FLOOR	UNIT 3A	2400 SQFT.
	UNIT 3B	2400 SQFT.
	UNIT 3C	2400 SQFT.
LOFT FLOOR	UNIT 4A	1914 SQFT.
	UNIT 4B	175 SQFT.
	UNIT 4C	2200 SQFT.
TOTAL	UNIT 5A	2400 SQFT.
	UNIT 5B	2400 SQFT.
	UNIT 5C	2400 SQFT.



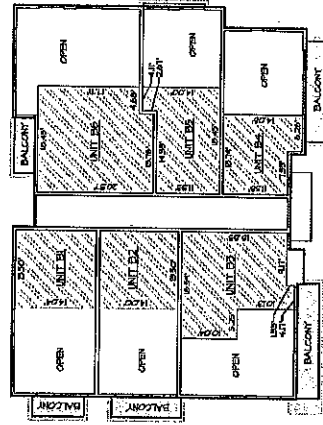
BUILDING "B" BASEMENT FLOOR PLAN
 SCALE 1" = 12'



BUILDING "B" MAIN FLOOR PLAN
 SCALE 1" = 12'



BUILDING "B" SECOND FLOOR PLAN
 SCALE 1" = 12'



BUILDING "B" LOFT FLOOR PLAN
 SCALE 1" = 12'

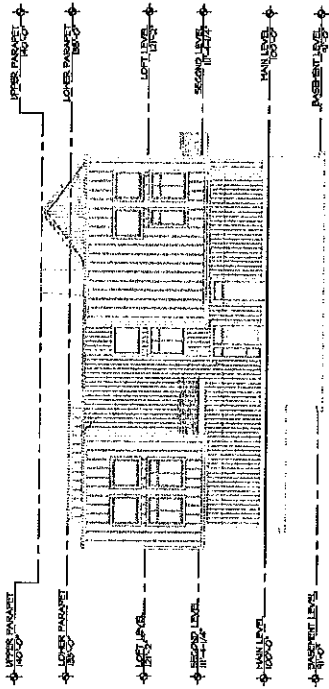


177 E. ANTELOPE DR. STE. 8
 LAYTON, UT 84041
 PHONE: (801) 499-5054
 FAX: (801) 499-5065

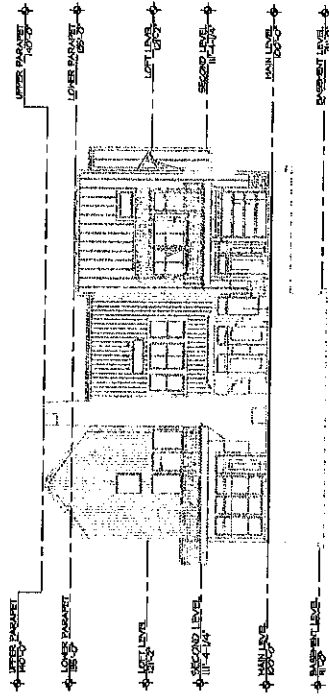
SHEET 4 OF 5
WEBER COUNTY RECORDER
 ENTRY NO. _____ FILED FOR RECORD AND
 INDEXED IN BOOK _____ DATE OF
 OFFICIAL RECORDING MADE _____
 RECORDED FOR _____
 BY _____ WEBER COUNTY RECORDER

NORTH ARROW CONDOMINIUMS

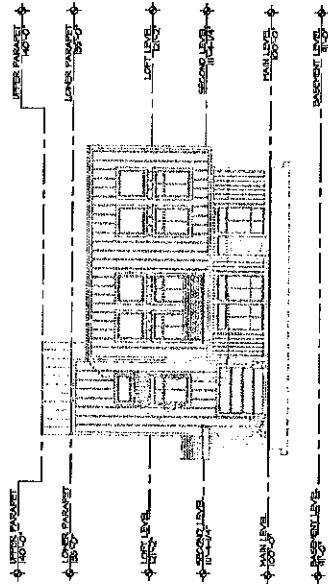
A PART OF LOT 3, HUNTSVILLE TOWN PARK SUBDIVISION,
BEING A PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 EAST,
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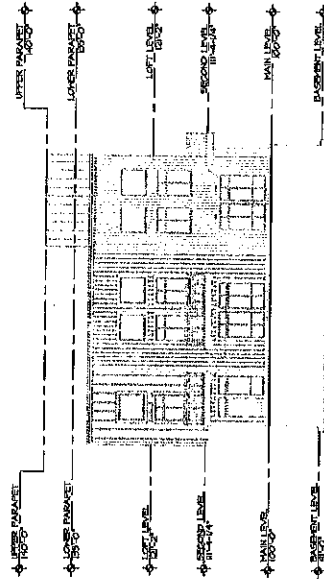
BUILDING "B" EAST ELEVATION
SCALE 1" = 10'



BUILDING "B" WEST ELEVATION
SCALE 1" = 10'



BUILDING "B" SOUTH ELEVATION
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SHEET 8 OF 8
WEBER COUNTY RECORDER
RECORD NO. _____ FILED FOR RECORDING AND
RECORDED _____ 2022 AT
IN BOOK _____ OF
ORIGINAL RECORDS PAGE _____
SUBMITTED FOR _____
CITY _____
FILED COUNTY RECORDER _____
BY _____

DATE: 10-05-11
 PROJECT: 10-051
 DRAWN BY: JH
 CHECKED BY: JH
 APPROVED BY: [Signature]

DESIGNATION: SITE PLAN
 127 E. ANTILOPES DR. STE. B
 LAYTON, UT 84041
 PHONE: (801) 499-5045
 FAX: (801) 499-5045

SILVERPEAK
 HUNTSVILLE SQUARE
 7400 E. 200 S.
 HUNTSVILLE, UTAH

SCALE: 1" = 10'-0"
 C2.0
 SHEET NO. 10-051-01



LEGEND

NOT ALL ITEMS IN THE LEGEND MAY BE APPLICABLE TO THIS PROJECT.

1'-0" FINISH GRADE	1'-0" FINISH GRADE
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PER A FLOOD ZONE 'X' OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD ZONE PER FEMA MAP PANEL 44020-0418 DATED SEPTEMBER 28, 2004

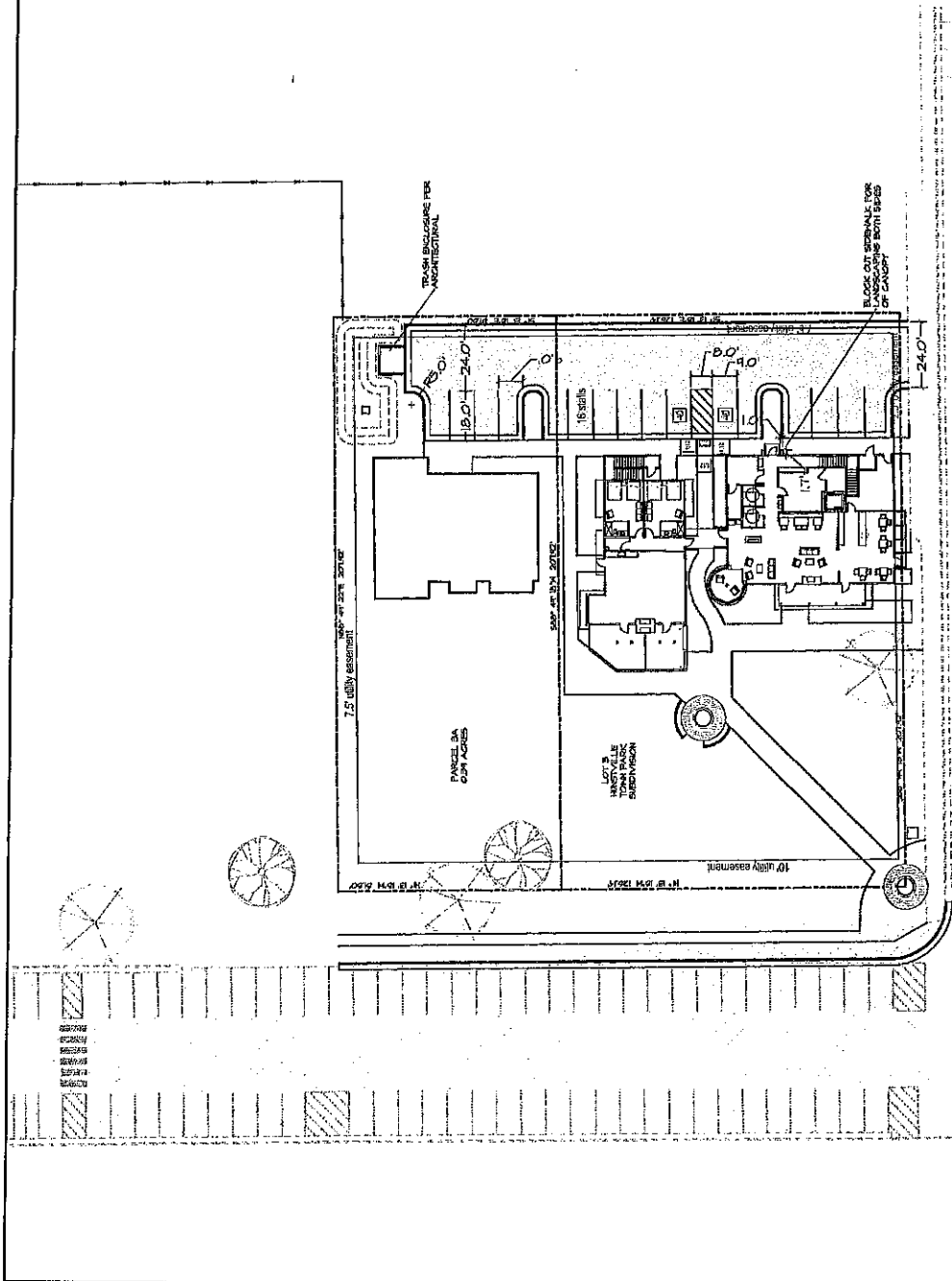
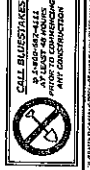
SITE AREA TABULATION

HARDSCAPE	14,498 SQ. FT.	175 AC.	40.02%
LANDSCAPE	30,018 SQ. FT.	124 AC.	42.28%
BUILDING	32,114 SQ. FT.	0.73 AC.	2.69%
TOTAL SITE	76,630 SQ. FT.	4.28 AC.	100.00%

PARKING PROVIDED:
 184 STALLS
 24 CLASSROOMS X 8 = 192 STALLS
 24 CLASSROOMS X 8 = 192 STALLS
 24 CLASSROOMS X 8 = 192 STALLS
 24 CLASSROOMS X 8 = 192 STALLS



HORIZONTAL SCALE: 1" = 10'-0"
SITE PLAN



THIS PLAN IS THE PROPERTY OF SILVERPEAK ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF SILVERPEAK ENGINEERING, INC. ALL RIGHTS ARE RESERVED.

Jim Truett

From: Day, Summer <sday@co.weber.ut.us>
Sent: Thursday, November 18, 2021 4:41 PM
To: jandersen@sunrise-eng.com; Jim Truett
Subject: RE: north arrow condos

EXTERNAL SENDER

Jared & Jim,

This is not a final review. Before our office can complete a formal/final review and give a letter stating such our office will need to review the complete structural plan for the North Arrow Condominiums. However at this time our office has review the information provided to us. This data include the culinary water usage data for the existing Compass Rose inn. The water usage information is translating into wastewater usage data. We have also review the preliminary building plans.

Upon completion of the review our office would agree that the water usage data provided for the Compass Rose Inn, shows a lower usage rate than that calculated it using the UAC R317-4 Table 3 Estimate Flow Rate of Wastewater. The UAC R317-4 allow for both methods to be considered during the design process. Based on the data provided it is reasonable that the 7 unit condominium would have a anticipated flow rate of 875 gallons a day.

The anticipated cumulative daily flow rate for the Compass Rose Inn and the North Arrow Condominium would be below the 3,290 gallon daily flow rate that the current onsite wastewater treatment system was designed for

Thank You
Summer Day, LEHS III, Program Manager
801-399-7174

From: Day, Summer
Sent: Thursday, November 18, 2021 3:04 PM
To: Jared Andersen <jandersen@sunrise-eng.com>
Subject: north arrow condos

Jared,

I'm trying to finish a review on this project so that you can have it for tonight's meeting. The structural plans I have don't have great detail. Do you know if the individual rooms have kitchenets or laundry facilities. You may not know this information. However if you do please email me.

Thanks
Summer



Date: November 10, 2021
To: Mayor Jim Truett, Beckki Endicott, Huntsville Town Planning Commission
From: Jared Andersen
Subject: Preliminary Plan Review #1

Preliminary Plan Subdivision Review – 9/22/21

In accordance with Subdivision Ordinance 15.25

Please provide the following:

15.25.1.5 A. 1. – states: The proposed name of the subdivision.

The names discussed and on the drawings are Compass Rose, Huntsville Square and North Arrow Condominiums. Unless otherwise suggested, I recommend using North Arrow Condominiums as labeled on the Plat dated 10/25/21

15.25.1.5 A. 5. – states: Contour map at intervals of no less than 2' minor and 5' major, or as recommended by the Huntsville Town Planning Commission.

A contour map was submitted. The date on the drawing is 5/31/2017.

15.25.1.5 A. 7. – states: The location, widths and other dimensions of all existing or platted streets and other important features such as water courses, irrigation ditches and structures, exceptional topography, easements and buildings within or immediately adjacent to the tract to be subdivided.

A plan was submitted, the date on the drawing is 5/31/2017.

15.25.1.5 A. 8. – states: Existing and proposed septic systems, storm drains, water supply mains, water wells, land drains, and culverts within the tract and immediately adjacent thereto.

A plan was submitted, the date on the drawing is 5/31/2017.

15.25.1.5 A. 9. – states: The location, widths and other dimensions of proposed public streets, private street, or private access rights-of-way, alleys, utility easements, parks, other open spaces and lots

with proposer labeling of spaces to be dedicated to the public or designated as private streets or private access rights-of-way.

A plan was submitted, the date on the drawing is 5/31/2017.

15.25.1.5 B. – states: Plans or written Engineering statements prepared by a Utah-licensed engineer regarding width and type of proposed pavement, location, size and type of proposed septic wastewater treatment system, proposed water mains and fire hydrants, storm water drainage facilities, and other proposed improvements such as sidewalks, planting, parks, and any grading of individual lots.

A plan was submitted, the date on the drawing is 5/31/2017.

15.25.1.5 C. – states: A written Statement of Feasibility from the Weber Morgan Health Department or the Utah State Division of Water Quality which states recommendations regarding sanitary sewage disposal shall be provided to the Huntsville Town Planning Commission prior to the recommendation of Preliminary Approval.


No statement has been received.

Comments:

1. The submitted site plan to review was a site plan from 5/31/2017. The proposed information from that site plan, I'm assuming, is now existing information. These plans would have to be update for final review.
2. Fire review for the proposed building will be required.
3. Decisions on installation of curb and sidewalk on the West side of the property running along 7400 East will need to be determined.
4. Storm Water calculations will be required for final design.
5. Number of parking spaces for proposed building will need to be agreed upon.

If preliminary plan is approved, I would recommend the conditions of completing the ordinance items above.

Comments and ordinance requirements are based on existing documents received. Future review to be added once full set of preliminary plans are received.



Jared Andersen, P.E.
Huntsville Town Engineer
Sunrise Engineering
jandersen@sunrise-eng.com



Ogden Office
1481 East 5600 South, Suite E101, Ogden, Utah 84403 | 801.523.0100

Date: November 16, 2021
To: Mayor Jim Truett, Shannon Smith, Beckki Endicott, Huntsville Town Planning Commission
From: Jared Andersen
Subject: Preliminary Plan Review #1 Amendment

Preliminary Plan Review Amendment – 11/16/21

Mayor Truett and I met with Weber Morgan Health Department (WMHD) on 11/15/21. We discussed the North Arrow Condominium (NAC) project and the WMHD approval process.

Huntsville Town ordinance states a feasibility letter from WMHD is required for preliminary approval. The ordinance states 'recommendations regarding sanitary sewage disposal'. An approval letter of the project was obtained through WMHD in 2017. Building B area on the plat has changed its use from 2017 and NAC is currently working with WMHD for approval of those changes.

I have also talked with Silverpeak Engineering to verify approval of submitting plans from 2017. Silverpeak verified they are confident in the drawings submitted from 2017.

I recommend Preliminary Approval of the North Arrow Condominium project subject to:

1. Final acceptance of existing septic system design and updated flows by WMHD
2. Final submitted drawings showing items stated in the preliminary review dated 11/10/21.

Jared Andersen, P.E.
Huntsville Town Engineer
Sunrise Engineering
jandersen@sunrise-eng.com

Weber-Morgan Health Department Compass Rose questions

Day, Summer <sday@co.weber.ut.us>

Tue 11/9/2021 10:16 AM

To: Clerk <clerk@huntsvilletown.com>

Cc: Env Health Science <envhealth@co.weber.ut.us>

Beckki Endicott,

My name is Summer Day, I am program manager of the wastewater division here at the Weber-Morgan Health Department. Our office has been contacted by Jeff Hyde requesting a final approval letter for the septic system servicing the current Compass Rose hotel/inn. We have also been contacted by a representative working for Jeff requesting a Letter of Feasibility for the lot. We have both of these documents on file at our office. A feasibility letter states that the lot is buildable so it precedes the septic permit and building permit. The final approval of the septic system, states that a code compliant system has been installed.

Here are my concerns currently it is apparent that they want to add a new building to the existing lot. Our office did approval the original plan with two additional buildings on the lot. However the wastewater flow rate for these two additional proposed buildings is extremely low at 180 gallon a day for both the building. At this time I worry that the property owner is representing the final approval of the current septic system as documentation that our office is approving the construction of the new building. We are not approving new construction at this time. We have not seen a building plan, structural or site plan, the developer has not provided us with sufficient documentation to determine in any way what the use of the building will be.

Can you please forward this email to the individuals in Huntsville Town Corporation that may be reviewing the project. Please feel free to contact me for additional information. I think email will be the best form of communication were the town business hours are limited. Jeff Hyde has submitted a GRAMA request for the all documents included in his file. We will be fulfilling that request so he will have all documentation including the letter of feasibility and final approval letter associated with the current Compass Rose Hotel/inn.

Thank You

Summer Day, LEHS III, Program Manager
801-399-7174



2023 West 1300 North
Farr West Utah, 84404

PLAN REVIEW

Date: November 23, 2022

Project Name: North Arrow Lofts

Project Address: 7400 E 200 S, Huntsville

Contractor/Contact: Dakota Hyde [REDACTED]

Fee(s):

Property Type	Schedule Rates	Rate/1000 Sq Ft	Square Feet or Number of Res. Units	Total
Type	Rate		Sq Ft or # of Units	Total
Plan Review	Commercial			\$100.00
Impact Fee	Commercial	\$600.00	2,936	\$1,761.60
Impact fee	rooms x 7	315		\$2,205.00
			Total Due	\$4,066.60

Fee Notice:

Weber Fire District has various fees associated with plan reviews, and inspections. Please be prepared to make payments at the time when you pick up your approved plans. Impact Fees are due prior to taking out a building permit. Contact our offices at 801-782-3580 to arrange payments.

Status: APPROVED WITH CONDITIONS

A Written Response Is Required. Please address each item.

Items **HIGHLIGHTED** in yellow are items that must be specifically addressed by the responsible design professional.

BOTH SPECIFIC AND GENERAL COMMENTS MUST BE READ AND ADHERED TO.

Specific Comments:

Water Supply:

S1. Water Supply Analysis Required: Prior to any construction being done, a water supply analysis shall be completed and submitted by an engineering firm or a fire protection engineer. This water supply analysis must include:

- a. Building Construction Type
- b. Available Water for fire-fighting purposes
 - i. Static Flow Rates
 - ii. Residual Flow Rates
 - iii. Flowing GPM
 - iv. Duration of flowing GPM available.
- c. Statement of conformance/non-conformance to 2018 International Fire Code section 507 and Appendix B as adopted by Weber Fire District (See

Chief, Paul Sullivan - Deputy Chief, Britt Clark - Fire Marshal, David Reed



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Resolution 04-2014 at <http://weberfiredistrict.com/services/fire-prevention>).

- d. If deficiency exists, proposed method to obtain conformance with adopted codes and Resolution 04-2014.
- S2. Fire Flow: The required fire flow for this building is based upon the construction type and the square footage. The fire flow shall be 2000 GPM for 2 Hours. Additional hydrants may be required to meet fire flow requirement. (See IFC Appendix B, B105.1(2)).
- S3. Fire Flow Reduction: A 75% reduction in fire flow has been granted for this project due to the building being equipped with a fire suppression system.
- S4. Fire Hydrant(s): One new hydrant to be installed near the approach off 200 S.
- S5. All required fire hydrants and water systems shall be installed, approved and fully functional and on, prior to any combustibile construction (IFC section 507.1 and 3312).

Fire Detection and Suppression Systems:

- S6. Fire Suppression Systems: a 13R system is required for this building.
- S7. SEPARATE SUBMITTAL NOTICE: Fire suppression systems and fire alarm systems require a separate submittal. A permit shall be applied for before any installation of either fire suppression system or fire alarm system. The permit shall be on the job site and be available for review by any inspector. The APPROVED STAMPED set of plans shall also be on the job site and available for review by any inspector. If there is no permit and/or approved stamped plans on the job site, there will be a Stop Work Order issued until both are on the job site. Submit plans at Weber Fire District, 2023 W. 1300 N. Farr West. (See IFC section 901.2 and 907.1.1).
- S8. Electronic Supervision and Alarms: Fire suppression system shall be electronically monitored. Monitoring shall include Valves; pumps; tanks; water levels and temperatures; critical air pressures; waterflow. Monitoring shall be electrically supervised by a *listed* fire alarm control unit (See IFC 903.4).
- S9. Exterior Notification Device: There shall be a weatherproof horn/strobe device located on the street side of the building or above the FDC as approved by the Fire Prevention Division (coordinate with fire inspector regarding location). Such sprinkler waterflow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. (See IFC 903.4.2)
- S10. Fire Department Connections:
 - a. Locking Knox Fire Department Connection (FDC) caps are required for the FDC. These may be ordered at www.knoxbox.com. Please select WEBER FIRE DISTRICT as your jurisdiction. (See IFC 912.4.1)
 - b. There shall be a cement pad measuring 3 ft. x 3 ft. under the FDC (coordinate with fire inspector regarding this). (See IFC 102.9)
 - c. Location: FDC connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. FDC locations shall be approved by the AHJ. (IFC 912.2)

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- d. Access: Immediate access to FDC shall be maintained always without obstruction from fences, trees, walls or other fixed or moveable object. (IFC 912.4)
 - e. Signs: A metal sign with raised letters not less than 1 inch in size shall be mounted on all fire department connections serving automatic sprinklers, standpipes, or fire pumps. Such signs shall read: "AUTOMATIC SPRINKLERS" or "STANDPIPES" or "TEST CONNECTION". (IFC 912.5)
- S11. Kitchen Hood Systems: Type I kitchen hood systems shall have the plans approved by the fire department prior installation and a test of the system shall be performed for the fire department for approval. A permit shall be applied for before any installation of either fire suppression system or fire alarm system. The permit shall be on the job site and be available for review by any inspector. The APPROVED STAMPED set of plans shall also be on the job site and available for review by any inspector. If there is no permit and/or approved stamped plans on the job site, there will be a Stop Work Order issued until both are on the job site. Submit plans at Weber Fire District, 2023 W. 1300 N. Farr West. (See IFC section 901.2 and 907.1.1).

Fire Department Access:

- S12. Provide a temporary address marker at the building site during construction. The address numbers, whether on the building or the sign, shall be legible font. (See IFC 505.1) (See IFC 505.1).
- S13. Fire access roads for this project shall be completed and approved prior to any combustible construction. Temporary roads shall meet the same requirements for height, width, and imposed loads as permanent roads (See IFC section 503.2.3; 3310; and D102.1).
- S14. Fire Access to buildings and facilities: Fire access roads are required for all facilities, buildings, or portions of buildings. Access roads shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route. (See IFC 503.1)
- S15. Gates:
- a. Knox key switches are required for any electronic/electric gate. These may be ordered at www.knoxbox.com. Please select WEBER FIRE DISTRICT as your jurisdiction. (See IFC 503.6)
 - b. Knox padlock is required for any manually operated mechanical gate. These may be ordered at www.knoxbox.com. Please select WEBER FIRE DISTRICT as your jurisdiction. (See IFC 503.6)

Building Comments:

- S16. There shall be an address on the building or on a sign visible from the street. If the address is on a sign-monument the sign-monument shall meet the requirements of the appropriate city/county planning department. The address numbers, whether on the building or the sign, shall be Arabic font with a minimum of 4" (four inches) in height with a .5" (half inch) stroke and be in contrasting colors from the background. All suites



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- shall have number/letter designation on the doors meeting the same size requirements and contrasting color. (See IFC 505.1)
- S17. Provide a working space of not less than 30 inches in width, 36 inches in depth and 78 inches in height in front of electrical service equipment. If the electrical equipment is wider than 30 inches, the working space shall not be less than the width of the equipment. There shall be no storage within the designated working space. (See IFC 605.3)
- S18. Doors into electrical control panel rooms shall be marked with plainly visible and legible sign stating, "ELECTRICAL ROOM". (See IFC 605.3.1)
- S19. Fire Protection and Utility Equipment Rooms:
- Rooms containing controls for air-conditioning systems, sprinkler risers and valves, fire detection or suppression shall be identified with a plainly visible and legible sign. (See IFC 509.1)
- S20. Gas meters shall be protected from vehicular damage. Above ground gas meters, regulators, and piping subject to damage shall be protected by bollards or barriers. (See IFC 603.9 and 312).
- S21. Fire doors shall have a permanent sign with 1-inch-high letters stating, "FIRE DOOR- DO NOT BLOCK". (See IFC 703.2.1)
- S22. Fire Extinguishers:
- Extinguishers shall be provided so that the travel distance to any extinguisher does not exceed 75 feet. Extinguishers shall have a minimum rating of 2A10BC. The fire inspector may require additional extinguishers or higher rated extinguishers. (See IFC 906).
 - Extinguishers weighing less than 40 pounds shall be mounted so that the top is not more than 5 feet above the floor. Extinguishers over 40 pounds shall be mounted so that the top is not more than 3.5 feet above the ground. (See IFC 906.9.1 and 906.9.2)
- S23. Storage:
- Ceiling clearance. Storage shall be maintained 2 feet or more below the ceiling in non-sprinklered areas or not less than 18 inches below sprinkler head deflectors in sprinklered areas. (See IFC 315.3.1)
 - Equipment Rooms. Combustible storage shall not be stored in boiler rooms, mechanical rooms, or electrical rooms. (See IFC 315.3.3)
- S24. Occupant Load. Every room or space that is an assembly occupancy shall have the occupant load of the room or space posted in a conspicuous place near the main exit. The sign shall be clearly legible.
- S25. A Knox Key Box is required for this building if it is alarmed. These may be ordered at www.knoxbox.com. Please select WEBER FIRE DISTRICT as your jurisdiction. Only 3200 Series boxes shall be used. (See IFC 506.1)
- S26. Underground fire lines shall be flushed using a minimum 4-inch line. The end of the line shall be secured as to prevent injury or damage to person or property. The fire department shall witness the flush.
- S27. Underground thrust blocks shall be inspected prior to burial. Thrust blocks must meet the load bearing requirements of NFPA 24. Bag mix is not acceptable. Documentation from the supplier shall be submitted indicating the load bearing PSI rating of the concrete.



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General Comments:

Access will be improved in the future with the city extending the dead-end.

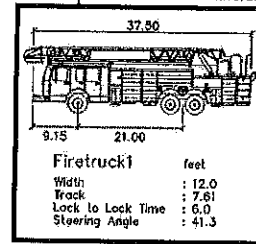
G1. Fire Access roads to any property shall have a minimum clear width of 20 feet (face of curb to face of curb) and a vertical clearance of 13 foot 6 inches and shall be capable of supporting a 75,000-pound load. Roads that are less than 26 feet in width shall be posted with "NO PARKING FIRE LANE" on both sides of the roadway. Roads more than 26 but less than 32 feet in width shall be posted on one side of the roadway. (Roadways and signage shall comply with appendix D of the 2018 International Fire Code as adopted by Weber Fire District).

G2. Roads shall have a maximum grade of 10% unless specifically approved. Approval requires both the Fire Marshal's approval and Weber County Engineering approval (See IFC section 503.2.7; D103.2; and Weber County ordinances).

G3. Radius on all corners shall be a minimum of 28'-0". Roads and driveways shall also comply with City/County standards as applicable. *In cases of differing requirements, contact the Fire Marshal for clarification.*

G4. Roundabouts: Roundabouts in roadways shall maintain the required minimum width of 20 feet. Wider roadways may be required to provide turning radius for fire apparatus. An auto-turn model shall be completed and submitted for review. The following vehicle information shall be used for this purpose:

- a. Width: 12.0 Ft
- b. Track: 7.61
- c. Lock to Lock Time: 6.0
- d. Steering Angle: 41.3



G5. Dead end fire apparatus access roads more than 150 feet in length shall be provide with an approved area for turning around fire apparatus constructed with the same requirements as the roads (See IFC section D103.4)

G6. For subdivisions with more than 30 single family residences, a second fire apparatus access road required. Access roads shall be placed a distance apart equal to not less than one-half the length of the maximum overall diagonal dimension of the development area/property to be served (See IFC section D106).

G7. Roads and bridges shall be designed, constructed, and maintained to support an imposed load of 75,000 lbs. (See IFC section D102.1)

G8. All roads shall be designed, constructed, surfaced, and maintained to provide an all-weather driving surface. All weather surfaces may include road-base material however, the roadway must be maintained open and accessible year-round (See IFC section 503.2.3 and D102.1).

G9. Cul-de-sacs shall be a minimum of 96 feet in diameter, from the face of curb to the face of curb, or there shall be another type of turn around provided. Any islands inside the cul-de-sac shall be such that they do not interfere with the turning capacity of a fire apparatus. (See IFC D103.4)



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G10. Fire Prevention During Construction: The owner shall designate a person to be the fire prevention program superintendent who shall be responsible for the fire prevention program and ensure that it is carried out through completion of the project. Where guard service is provided, the superintendent shall be responsible for the guard service. The fire prevention program superintendent shall develop and maintain an approved pre-fire plan. The fire chief and the fire code official shall be notified of changes affecting the utilization of information contained in such pre-fire plans. (see IFC 3308)

This review was completed using the currently adopted Utah State Fire Code (International Fire Code) and any applicable local resolutions or ordinances.

Every effort has been made to provide a complete and thorough review of these plans. This review DOES NOT relieve the owner, contractor and/or developer from compliance with all applicable codes, and standards.

Any change or revision of this plan will render this review void and will require submittal of the new, or revised, layout for fire department review. If you have any questions, please contact me at 801-782-3580.

Reviewed By:
David Reed, Fire Marshal
Weber Fire District
801-782-3580

Chief, Paul Sullivan - Deputy Chief, Britt Clark - Fire Marshal, David Reed

**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

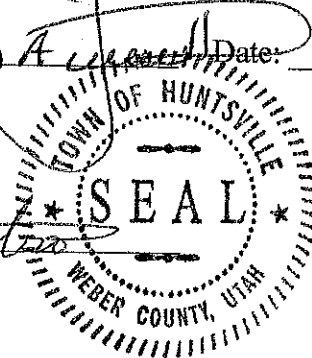
By _____
James Truett,
Its: Mayor

Date: _____

MARCH 29TH 2016

Attest:

Gail Aalstrom, Town Clerk



**HUNTSVILLE TOWN
ORDINANCE 2023-6-1**

VACATING PORTION OF 6700 EAST STREET

AN ORDINANCE OF HUNTSVILLE TOWN, UTAH VACATING A PORTION OF THE PUBLIC RIGHT-OF-WAY OF 6700 EAST STREET; RESERVING A RIGHT-OF-WAY FOR ALL UTILITIES THAT MAY NOW EXIST IN SAID PORTION VACATED; DIRECTING THE TOWN CLERK TO RECORD THIS ORDINANCE IN THE OFFICE OF THE COUNTY RECORDER; SEVERABILITY; AND PROVIDING THE 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 §10-9a-609.5 provides a process for vacating a street or right-of-way;

WHEREAS, Huntsville Town provided the requisite notice in accordance with Utah Code Annotated §10-9a-208;

WHEREAS, the Town Council conducted a public hearing on November 17, 2022;

WHEREAS, after the public hearing on this matter, the Mayor and Town Council determine there exists good cause to vacate the right-of-way as described herein, and that such action would be in the best interest of the Town and not detrimental to public interest;

NOW, THEREFORE, be it ordained by the Huntsville Town Council of that this Ordinance shall be uncodified and is adopted to read as follows:

Section 1: Findings.

The Legislative Body adopts this Ordinance vacating some or all of a public street and finds as follows:

1. Good cause exists for vacating a portion of 6700 East Street as shown on Exhibit “A” attached hereto and incorporated herein by this reference; and
2. Neither the public interest nor any person will be materially injured by vacating the portion of 6700 East Street as shown on Exhibit “A” attached hereto.

Section 2: Recording.

The Town Clerk is hereby authorized and directed to record this Ordinance vacating a portion of 6700 East Street in the Office of the Weber County Recorder including the following:

1. The Plat reflecting the vacating of a portion of 6700 East Street as set forth in Exhibit “A” attached hereto and incorporated herein by this reference.

2. The legal description of the portion of 6700 East Street vacated as set forth in Exhibit “B” attached hereto and incorporated herein by this reference.

Section 3: Effect.

This Ordinance of the Town Council, acting as the Legislative Body:

1. Operates to the extent to which it is vacated, upon the effective date of the recorded plat or ordinance, as a revocation of the acceptance of and the relinquishment of the Town’s fee interest in the vacated public street to the adjoining owner; and
2. This Ordinance reserves and shall not be construed to impair:
 - a. Any right-of-way or easement of any parcel or lot owner;
 - b. The rights of any public utility; or
 - c. The rights of a culinary water authority, secondary water authority, or sanitary sewer authority.

Section 4: 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 of this Ordinance, which remainder shall continue in full force and effect.

Section 5: Effective Date.

This Ordinance is effective immediately upon adoption and posting.

PASSED AND APPROVED by the Town Council on this 1st day of June 2023.

Huntsville Town Mayor – Richard L. Sorensen

ATTEST:

Town Clerk – Beckki Endicott

RECORDED this 1st day of June 2023.

PUBLISHED OR POSTED this 1st day of June 2023.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provision of U.C.A. §10-3-713, 1953 as amended, I, the Town Clerk of Huntsville Town, Utah, hereby certify the foregoing Ordinance was duly passed and published or posted at 1) Huntsville Town Office Building 2) www.huntsvilletown.com and 3) Utah Public Notice Website on the above referenced dates.

Town Clerk

DATE: _____

Huntsville Town – Petition to Vacate

Applicant Name: Josh Garner

Applicant Mailing Address: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Description or address of street/ROW and alley:

6700 E. South of 100 S. Between Jay Curtis & Gather House LLC (Josh & Katie Garner)

Brief Description of Proposed Vacation: Vacate the land

Parcel Owner's Permission for Vacation Petition

The undersigned authorize this petition for vacation of a street, ROW, or alleys in Huntsville Town:

Parcel Number(s): 24-158-0002

Parcel(s) Owner Name: Gather House LLC (Josh & Katie Garner)

Parcel(s) Owner Mailing Address: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Parcel Owner Signature: Josh Garner / Katie Garner Date: 11/8/2022

Title (Authorized Agent): owner

The undersigned authorize this petition for vacation of a street, ROW, or alleys in Huntsville Town:

Parcel Number(s): 24-017-0007

Parcel(s) Owner Name: J & K CURTIS TRUST

Parcel(s) Owner Mailing Address: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Parcel Owner Signature: DJ Lemley Katherine Lemley Date: 11-10-22

Title (Authorized Agent): Trustee

(For Additional Parcel Owners Use Attached Sheet)

For Town Use:

Date of Petition: 11-17-22

Survey Received: 11-17-22

Beekki Endicott
Beekki Endicott, Town Clerk

Huntsville Town Council
Vote to approve Ordinance to Vacate following Public Hearing

- | | |
|-----------------------------------|---|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Conditional Approval |
| <input type="checkbox"/> Rejected | <input type="checkbox"/> Deferred |

Mayor Signature: _____ Date: _____

Notes/Conditions: _____

Date of the public hearing: _____

ATTEST:

_____ Date: _____

Beckki Endicott, Town Recorder

Petition to vacate a public right of way requirements:

- Submit petition to vacate some or all of a public street or alley with the following requirements.
- Include name and address of each owner of record of land that is adjacent to the public street or alley or within 300 feet of the public street or alley.
- Have proof of written notice to operators of utilities and culinary water or other utilities located within the bounds of the street or alley sought to be vacated
- The signature of each owner of record of land that is adjacent to the public street or alley or within 300 feet of the public street or alley.
- The Town Council must then hold a public hearing to determine whether good cause exists for the vacation of the Alley; and to determine whether the public interest or any person or property may be materially injured by the proposed vacation.
- Following the hearing, the Town Council, acting as the Town legislative body may adopt an ordinance granting a petition to vacate some or all of the subject Alley, only if it finds that 1) Good cause exists for the vacation of the alley, and 2) Neither the public interest nor any person will be materially injured by the vacation of the Alley.
- The Town will require fair market value payment for the property vacated from the party requesting the vacation.

HUNTSVILLE TOWN ROADWAY VACATION PLAT

VACATING A PORTION OF 6700 EAST STREET LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH, OCTOBER 2022



ROAD VACATION BOUNDARY DESCRIPTION

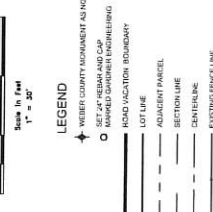
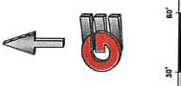
A PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THENCE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 100 SOUTH STREET BEING LOCATED SOUTH 89°00'00" WEST 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 35.00 SQUARE FEET.

PARCEL A BOUNDARY DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 100 SOUTH STREET BEING LOCATED SOUTH 89°00'00" WEST 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 35.00 SQUARE FEET.

PARCEL B BOUNDARY DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 100 SOUTH STREET BEING LOCATED SOUTH 89°00'00" WEST 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 35.00 SQUARE FEET.



SURVEYOR'S CERTIFICATE

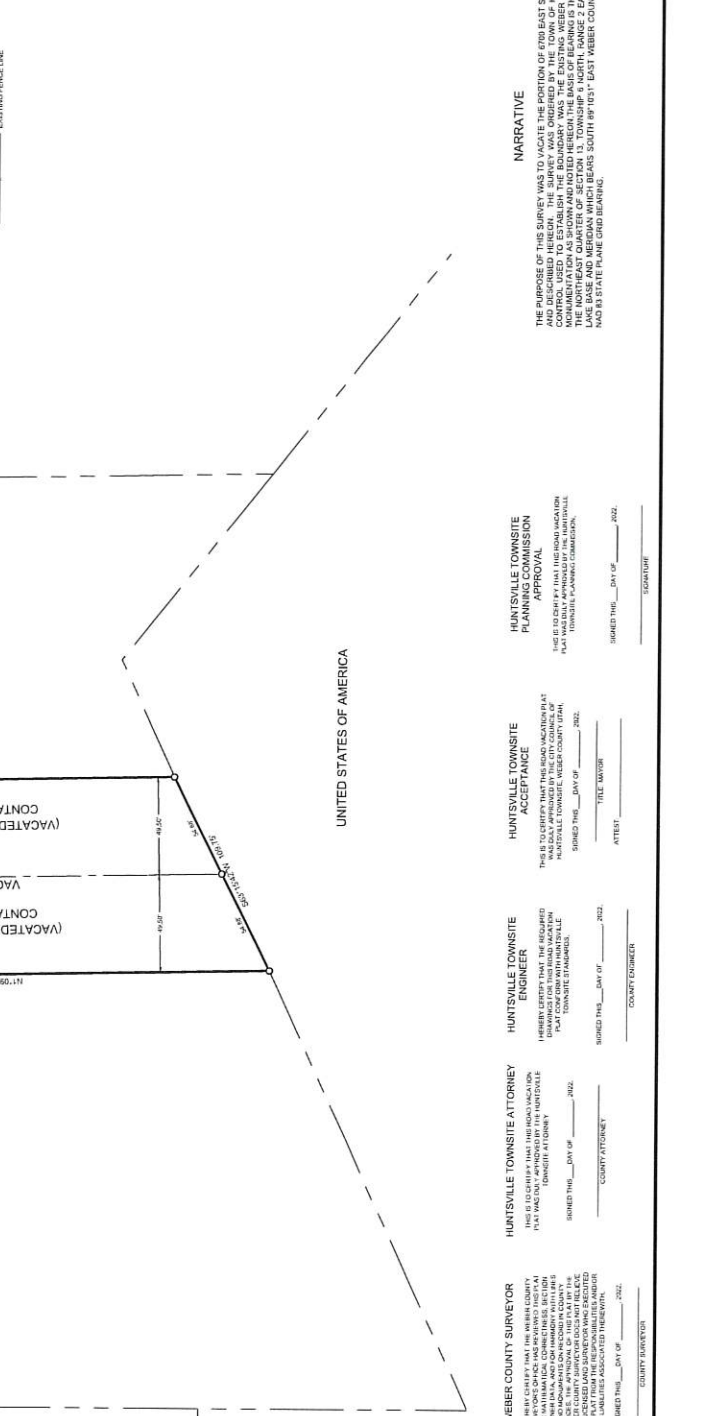
I, JOSH K. GARDNER, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH, LICENSE NO. 1227228, AND THAT I HAVE PERSONALLY CONDUCTED THIS SURVEY AND THAT THE INFORMATION SHOWN HEREON IS ACCURATE AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE INFORMATION SHOWN HEREON IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESIGNATED TRACT OF REAL PROPERTY.

SIGNED THIS 15TH DAY OF OCTOBER, 2022.

PARCEL A
(VACATED ROADWAY TO GARNER)
CONTAINING 13,849 SQ. FT.

PARCEL B
(VACATED ROADWAY TO CURTIS)
CONTAINING 12,676 SQ. FT.

ADJACENT PARCELS:
J & K CURTIS TRUST 240170007
HAWKINS IRREVOCABLE TRUST 240170036
JOSH & KATIE GARNER 241880002



WEBER COUNTY SURVEYOR
I HEREBY CERTIFY THAT THE INDEMNITY SURETY BOND HAS BEEN POSTED IN FULL TO THE COUNTY CLERK'S OFFICE IN THE COUNTY OF WEBER COUNTY, UTAH, IN ACCORDANCE WITH THE PROVISIONS OF THE PLAT ACT.

SIGNED THIS 15TH DAY OF OCTOBER, 2022.

COUNTY SURVEYOR

HUNTSVILLE TOWNSHIP ATTORNEY
I HEREBY CERTIFY THAT THE ROAD VACATION PLAT HAS BEEN APPROVED BY THE HUNTSVILLE TOWNSHIP BOARD.

SIGNED THIS 15TH DAY OF OCTOBER, 2022.

COUNTY ATTORNEY

HUNTSVILLE TOWNSHIP ENGINEER
I HEREBY CERTIFY THAT THE REQUIRED SURVEYING INSTRUMENTS AND EQUIPMENT ARE AVAILABLE TO ME AT ALL TIMES.

SIGNED THIS 15TH DAY OF OCTOBER, 2022.

COUNTY ENGINEER

HUNTSVILLE TOWNSHIP ACCEPTANCE
I HEREBY CERTIFY THAT THE ROAD VACATION PLAT HAS BEEN APPROVED BY THE CITY COUNCIL OF HUNTSVILLE, UTAH.

SIGNED THIS 15TH DAY OF OCTOBER, 2022.

TITLE MAJOR

HUNTSVILLE TOWNSHIP PLANNING COMMISSION APPROVAL
I HEREBY CERTIFY THAT THE ROAD VACATION PLAT HAS BEEN APPROVED BY THE HUNTSVILLE PLANNING COMMISSION.

SIGNED THIS 15TH DAY OF OCTOBER, 2022.

SIGNATURE

COUNTY RECORDER

FILE NO. _____ **FILE FEE** _____

FILED FOR AND RECORDED AT _____ ON _____

RECORDS PAGE _____ **RECORDED FOR** _____

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO VACATE THE PORTION OF 6700 EAST STREET AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY THE TOWN OF HUNTSVILLE. THE WORKMENTIONED AS SHOWN AND NOTED HEREON, THE BASES OF BEARING IS THE NORTH LINE OF THE NORTH LINE OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 2 EAST, OF THE SALT LAKE BASE AND MERIDIAN. THE SURVEY WAS CONDUCTED SOUTH OF THE SALT LAKE BASE AND MERIDIAN BEARING.

WEBER COUNTY RECORDER

FILE NO. _____ **FILE FEE** _____

FILED FOR AND RECORDED AT _____ ON _____

RECORDS PAGE _____ **RECORDED FOR** _____

GARDNER ENGINEERING, INC.
CIVIL AND PLANNING ENGINEERS
1100 SOUTH 300 WEST, SUITE 100
HUNTSVILLE, UTAH 84143-4600
PHONE: 801-476-0055 FAX: 801-476-0056

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING
Thursday, November 17, 2022, 6:45 p.m.
Ogden Valley Library, 131 South 7400 East, Huntsville, Utah

Name	Title	Status
Richard L. Sorensen	Mayor	Present
Bruce Ahlstrom	Council Member	Present
Kevin Anderson	Council Member	Present
Sandy Hunter	Council Member	Present
Artie Powell	Council Member	Zoom
Beckki Endicott	Clerk	Present
William Morris	Legal Counsel	Excused

Zoom:

Citizens: Brent Weil, Jay Curtis, Jessica Proctor, Chassandra Doret, David Green, Trish Painter, Sheree Evans – Treasurer, Amanda Hessenauer, Allen Endicott, Michaeline Wangsgard, Bill Wangsgard

1-Mayor Sorensen called the meeting to order. There is a full quorum present.

2-Pledge of Allegiance led by Allen Endicott.

3-Opening Ceremony given by TCM Bruce Ahlstrom.

4-Public Comments: There were none.

PUBLIC HEARING

1-Motion to close regular meeting and open a public hearing on Ordinance 2022-11-17 vacating a public street, part of 6700 East. TCM Sandy Hunter motioned to close the regular meeting and open a public hearing on Ordinance 2022-11-17 vacating a public street which is part of 6700 East. TCM Anderson seconded the motion. All votes Aye. Motion passed.

(See Attachment #1)

Mayor Sorensen asked for public comments.

2- Public Comments: There were none.

Mayor Sorensen described the ordinance for those present. TCM Hunter described the land and history of the parcel which Ordinance 2022-11-17 addresses. TCM Powell called for a point of order and reminded the TC any discussion needed to be had outside the public hearing.

3-Motion to close public hearing and open regular Town Council Meeting. TCM Sandy Hunter motioned to close the public hearing on Ordinance 2022-11-17 vacating a public street and

return to the regular meeting. TCM Anderson seconded the motion. All votes Aye. Motion passed.

ACTION ITEMS:

6-Discussion and/or action on Ordinance 2022-11-17 vacating a public street. (See Attachment #1) There was a discussion regarding the exhibits. Beckki will attach the survey from Gardner Engineering as Exhibit “A” and the legal description of the street in question as Exhibit “B.”

TCM Sandy Hunter motioned to table any action on Ordinance 2022-11-17 until the Town Council can meet with Attorney Morris. TCM Anderson seconded the motion.

TCM Powell was on Zoom and requested more information for tabling the discussion. TCM Anderson suggested that the information regarding the issues were privileged but felt that any action could be taken in the near future.

Four votes Aye. One vote Nay. Motion passed.

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard L. Sorensen	X			
CM Bruce Ahlstrom	X			
CM Kevin Anderson	X			
CM Sandy Hunter	X			
CM Artie Powell		X		

6-Discussion and/or action on approval of the minutes from Town Council Meeting October 20, 2022. (See Attachment #2) **TCM Sandy Hunter motioned to approve the Town Council Meeting Minutes for October 20, 2022.** TCM Kevin Anderson seconded the motion. Four votes Aye. TCM Ahlstrom abstained. TCM Ahlstrom did not attend the TC meeting on October 20, 2022. Motion passed.

7-Discussion and/or action on Ordinance 2022-10-27 on removing noticing requirements in newspapers regarding subdivision amendments. (See Attachment #3) Beckki explained that currently any subdivision amendments need to come to the Town Council. The Huntsville Town Code recognizes that the Planning Commission has already recommended the subdivision plat. However, if the subdivision plat is amended it requires that the notice be placed in a newspaper for 4 consecutive weeks. The last time this happened the newspaper charge from the Standard Examiner, which is not the most popular newspaper in the Valley, was around \$1000. Beckki is seeking this change in the code to follow the State Code in hopes of saving the Town some money.

Beckki read in the new ordinance. She made grammatical corrections. **TCM Sandy Hunter motioned to adopt Ordinance 2022-10-27 on removing noticing requirements in newspapers regarding subdivision amendments.** TCM Anderson seconded the motion. Roll Call Vote. All Votes Aye. Motion passed. Votes are reflected below.

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard L. Sorensen	X			
CM Bruce Ahlstrom	X			
CM Kevin Anderson	X			
CM Sandy Hunter	X			
CM Artie Powell	X			

8-Discussion and/or action on approval of Utah Symphony Event for 2023. Beckki introduced David Green, Senior Vice President and Chief Operating Officer for the Utah Symphony and Opera. Mr. Green introduced his group and stated they are here at the Town Council Meeting to seek permission to do a free concert in Huntsville Park in August. They have received funding from the State of Utah to do tours of concert in rural Utah. Their objective is to build community relationships. The organizations have been working with the Mountain Arts Organization and Trish Painter in trying to set up a concert in the area. They love the venue of Huntsville Park. The concert is scheduled for August 7, 2023, at 7:30 p.m. The concert will be free to the public. Mr. Green explained they have been doing these kinds of tours the last few years. They believe the park will be an excellent venue for the event. He showed a video to the Town Council about the last tour done through rural Utah.

He described the trailer and equipment that they will bring to the park. The truck is the stage and backdrop. They have learned how to maneuver the truck to not leave scars to the land and the park. They are very careful with environment. The organization would also like to provide some educational events in conjunction with the event.

Mayor Sorensen emphasized that Huntsville went through a major renovation of the lawn at Huntsville Park several years ago to make sure that the lawn was even and not bumpy. Mr. Green stated they will go through and identify the sprinklers and figure out the ways in which not to cause any damage to the lawn and surroundings. Other Town Council members asked questions about logistics.

An application for the event will be forthcoming. **TCM Anderson motioned to reserve the entire Huntsville Park for the Utah Symphony concert and approve the Utah Symphony Event for August 7, 2023.** TCM Sandy Hunter seconded the motion. All votes Aye. Motion passed.

9-Discussion and/or action on Resolution 2022-11-7 adopting development agreement with Bill & Michaeline Wangsgard. (See Attachment #4) **TCM Anderson is working on refining the development agreement. He would like time to draft a final copy.** TCM Anderson motioned to table the item until the next meeting on December 1st. TCM Sandy Hunter seconded the motion. All votes Aye. Motion passed.

Resolution 2023-6-1

A RESOLUTION OF THE HUNTSVILLE TOWN COUNCIL
PROCLAIMING JUNE 8, 2023 AS ARBOR DAY IN
HUNTSVILLE, UTAH

WHEREAS, the Huntsville Town Council of Weber County, Utah, in recognition of this Country's Arbor Day Celebrations observed across the State of Utah as well as the United States of America, and

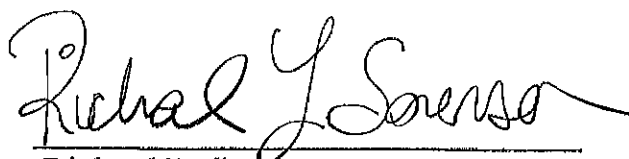
WHEREAS, Huntsville Town recognizes trees are a source of joy and spiritual renewal, and

WHEREAS, Huntsville Town will plant two trees to celebrate Arbor Day and as a dedication to Mayor Jim McKay and Planning Commission Chairman Doug Allen who have recently passed.

NOW THEREFORE, the Huntsville Town Council does hereby establish June 8, 2023, as

"Huntsville Town's Official Arbor Day Celebration"

and calls upon the residents of Huntsville to join together in this cause and if at all possible to plant a tree for the purpose of Town Beautification for the enjoyment of future generations.



Richard L. Sorensen, Mayor

June 2, 2023

RESOLUTION 2021-6-17

A RESOLUTION OF HUNTSVILLE TOWN, UTAH, to enter into a contract to exchange source capacity to Huntsville Town for water connections for Abbey Farm, LLC.

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

WHEREAS, the Town Council is the municipal legislative body;

WHEREAS, the Town entered into the Amended and Restated Water System Improvement Agreement, dated April 9, 2018, with Huntsville Abbey Farm, LLC (hereafter "Abbey"), which among other things allocates capacity rights in the Town's municipal well and is referred to as the Wishing Well Agreement.

WHEREAS, the Wishing Well Agreement grants to the Town the option to purchase any of Abbey's New Connection Capacity rights in the Wishing Well for a discounted price of five thousand Dollars per connection for a period of five years after execution of the Wishing Well Agreement.

WHEREAS, the Wishing Well Agreement grants to Abbey the right to purchase from Town new connections to the Huntsville municipal water service for a price not to exceed one and one-half times the price paid by Town residents for their water impact fee for a residential connection. Abbey is also required to dedicate to Town New Connection Capacity equivalent to the water required to serve the new connections. The current price charged by Town to residents for water impact fees is \$5,000 per connection. Therefore, Abbey may purchase water connections from Town for \$7,500 per connection.

WHEREAS, the Mayor has entered an Agreement with Huntsville Abbey Farm, LLC, for the exchange of source capacity and equivalent residential connections and the Town Council desires to ratify that Agreement;

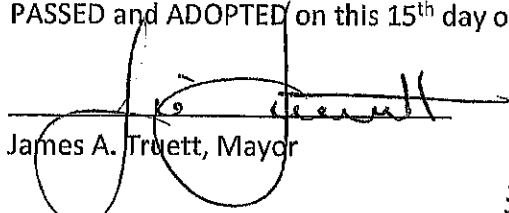
NOW, THEREFORE, BE IT RESOLVED by the Huntsville Town Council as follows;

Section 1. Ratification. That the Agreement between Huntsville Town and Huntsville Abbey Farm, LLC, attached hereto as Exhibit "A" and incorporated

herein by this reference is hereby ratified by the Town Council and shall continue in full force and effect according to the terms of the Agreement.

Section 2. Effective Date. This Resolution is effective immediately upon adoption by the Town Council.

PASSED and ADOPTED on this 15th day of July, 2021.


James A. Truett, Mayor

ATTEST:


Becki Endicott, Clerk



VOTES: APPROVED	
AYES:	Mayor Jim Truett Council Member Richard Sorensen Council Member Max Ferre' Council Member Wendy McKay Council Member Blake Bingham
NAYS:	
EXCUSED:	

HUNTSVILLE TOWN
WISHING WELL CAPACITY ACQUISITION
AND
GRANT OF HUNTSVILLE ABBEY FARM WATER CONNECTIONS

This agreement is entered among Huntsville Abbey Farm, LLC (Abbey) and Huntsville Town (Town).

RECITALS

- A. Abbey and Town entered into the Amended and Restated Water System Improvement Agreement, dated April 9, 2018, which among other things allocates capacity rights in the Town's municipal well and is referred to as the Wishing Well Agreement.
- B. The Wishing Well Agreement grants to the Town the option to purchase any of Abbey's New Connection Capacity rights in the Wishing Well for a discounted price of five thousand dollars per connection for a period of five years after execution of the Wishing Well Agreement.
- C. The Wishing Well Agreement grants to Abbey the right to purchase from Town new connections to the Huntsville municipal water service for a price not to exceed one and one-half times the price paid by Town residents for their water impact fee for a residential connection. Abbey is also required to dedicate to Town New Connection Capacity equivalent to the water required to serve the new connections. The current price charged by Town to residents for water impact fees is \$5,000 per connection. Therefore, Abbey may purchase water connections from Town for \$7,500 per connection.

AGREEMENT


1. The attached Exhibit A contains a description of the New Connection Capacity owned by the parties.
2. The parties hereby agree that the following is an equal value exchange:
 - a. Abbey hereby conveys to Town 25 gallons per minute (gpm) of New Connection Capacity. Twenty-five gpm is sufficient to provide water source capacity for 50 new residential connections under current Utah Division of Drinking Water standards. Twenty of the new residential connections will be reserved by Town for future new connections requested by Abbey as described in section 2.b. below. The remaining 30 connections will belong to Town as compensation paid by Abbey for the twenty connections received by Abbey.
 - b. Town hereby conveys and transfers to Abbey the right to 20 new residential connections for municipal water service from Town (Prepaid Connection Credits). The Prepaid Connection Credits satisfy any and all impact fees, connection fees, water rights and fee in lieu of water rights required for water service. The Prepaid Connection Credits granted to Abbey will

not be charged a standby-fee or other fee during the time prior to connecting to the Town system. The Prepaid Connection Credits may be used for new water service within or outside of Town boundary and may be freely assigned by Abbey to any third party. Abbey will pay the cost to extend a pipeline if the new connection is not adjacent to Town water pipeline. The extended pipeline will then be owned and operated by Town. Included with the twenty residential connections acquired by Abbey is the right for Abbey to install two fire hydrants on Town's water line at Abbey's expense. If Abbey desires any additional fire hydrants, Abbey will be charged the same impact fee Town charges to any other out of town customer for a new fire hydrant.

3. This Agreement shall inure to the benefit of the parties' successors and assigns.

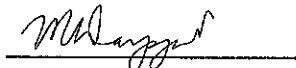
The parties have executed this Agreement to be effective the 15th day of July, 2021.

TOWN OF HUNTSVILLE


By: Jim Truett, Mayor

Date: 07-15-2021

HUNTSVILLE ABBEY FARM, LLC


By: Marc Wangsgard, Manager

Date: 08-24-2021



RESOLUTION 2018-05-17-1

P.O. Box 267
Huntsville, UT 84317

Phone 801.745.3420
Fax 801.745.1792
Web HuntsvilleTown.com

Mayor
James A. Truett

Town Council
Max Ferre'
Wendy McKay
Bill Wangsgard
Bill White

Town Clerk/Recorder
Gail Ahlstrom

Treasurer
Linda Laws

Attorney
' Morris

A RESOLUTION OF HUNTSVILLE TOWN, UTAH, TO ENTER INTO AN AGREEMENT WITH HUNTSVILLE ABBEY FARM, LLC., FOR THE DEVELOPMENT AND OPERATION OF THE WISHING WELL PROJECT.

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

WHEREAS, the Town Council is the municipal legislative body;

WHEREAS, the Town is in need of the Wishing Well Project for the development and sustainability of the Town's culinary water system and for the benefit of the health, safety, and welfare of the public;

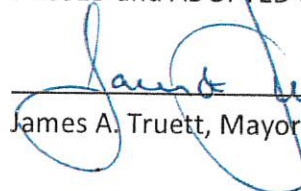
WHEREAS, the Mayor has entered an Agreement with Huntsville Abbey Farm, LLC, for the development and operation of the Wishing Well Project and the Town Council desires to ratify that Agreement;

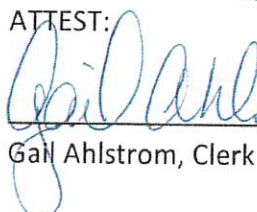
NOW, THEREFORE, BE IT RESOLVED by the Huntsville Town Council as follows;

Section 1. Ratification. That the Agreement between Huntsville Town and Huntsville Abbey Farm, LLC, attached hereto as Exhibit "A" and incorporated herein by this reference is hereby ratified by the Town Council and shall continue in full force and effect according to the terms of the Agreement.

Section 2. Effective Date. This Resolution is effective immediately upon adoption by the Town Council.

PASSED and ADOPTED on this 17th day of May, 2018.


James A. Truett, Mayor

ATTEST:

Gail Ahlstrom, Clerk



VOTES: APPROVED	
AYES:	Mayor Jim Truett Council Member Bill Wangsgard Council Member Max Ferre' Council Member Wendy McKay
NAYS:	
EXCUSED:	Council Member Bill White

**AMENDED AND RESTATED WATER SYSTEM IMPROVEMENT
AGREEMENT**

This agreement is made and entered into between **Huntsville Abbey Farm, LLC** and **Huntsville Rangeland Company, LLC** (“Abbey”) and **Huntsville Town**, a Utah municipality, at 7309 East 200 South, P.O. Box 267, Huntsville, UT 84317 (“Town”). This Agreement amends and restates in its entirety that certain agreement dated October 1, 2015 (“Original Agreement”) made and entered into between Abbey’s predecessor, the **Abbey of Our Lady of the Holy Trinity**, a corporation sole (“Monastery”) and Town.

RECITALS

A. Monastery was the owner of a farm and certain water rights located to the southeast of Town boundaries. Monastery sold that farm and water rights to Abbey in January of 2016. A series of springs, known as Upper Bennett Spring and Lower Bennett Springs (“Springs”), originate on the farm. These Springs are the primary source of drinking water for Town and Upper Bennett Spring was the exclusive source of drinking water for Monastery and is still a significant source of irrigation water for the monastery farm, and year around water for uses related to the monastery and farm.

B. Prior to the date Monastery purchased the farm in 1947, Town made two separate purchases of water rights from Monastery’s predecessors-in-interest in the farm. The first purchase of water, dated February 21, 1936, conveyed to Town one-fourth (1/4) of a second foot of water from Lower Bennett Springs. (That Agreement is attached for reference purposes only as Exhibit A). The second purchase of water rights, dated September 18, 1940, conveyed to Town four-tenths (4/10) of a second foot of water from Upper Bennett Spring so long as the spring yielded a minimum of one second foot of water. If the spring drops below one second foot of water, Town is limited to forty percent (40%) of the available flow of the spring. (That Agreement is attached for reference purposes only as Exhibit B).

C. Monastery and Town constructed a cement collection box (“Collection Box”) at Upper Bennett Spring to divide the water between themselves according to the terms of the September 18, 1940 Agreement and a subsequent Stipulation between the Parties that further clarified the division of water between the Parties dated December 5, 1947. (That Stipulation is attached for reference purposes only as Exhibit C).

D. Town carries its water from the Collection Box through a pipeline (“Town Springs Line”) to its culinary water treatment plant (“Treatment Plant”). The Collection Box and Treatment Plant are shown on Exhibit D.

E. Abbey currently separates its water from the Collection Box into an 18-inch irrigation line (“Irrigation Line”) and a 6-inch culinary line (“Old Culinary Line”).

F. In exchange for certain easements granted to Town and detailed below, Town expended \$150,000 to run a new culinary water line from the Treatment Plant to the old

monastery building to provide culinary quality water to the Monks living at the monastery. ("New Culinary Line"). At the time of the Original Agreement, the Monks intended to live at the monastery for the rest of their lives but later decided to move.

G. In the Original Agreement, Town agreed to construct another water line and a water meter to connect the monastery's Old Culinary Line to the Town Springs Line to carry the Monastery's water to the Treatment Plant and then deliver the treated water to the Monastery. Town and Monastery agreed to this so Town would be able to use, on a temporary basis, some of Monastery's spring water when not used at the monastery. The Town decided this plan proved to be too costly and abandoned it. Instead, Town plugged Monastery's Old Culinary Line at the point at which it entered the monastery building, which caused Monastery water to flow into the Town Springs Line at the Collection Box and then to the Treatment Plant. Abbey has informed Town that Abbey now needs all of its Spring water rights and will be utilizing all of its rights out of the Spring.

H. Abbey also receives irrigation water from the South Fork of the Ogden River as a shareholder in the Co-op Farm Irrigation Company ("Co-op"). The water is diverted from the river into the Co-op's 24-inch pipe ("River Pipeline").

I. Town has an approved water right change application with the Utah Division of Water Rights to divert water from the South Fork but has not yet constructed conveyance facilities to carry the water from the river to the Treatment Plant.

J. Town wishes to carry the water it diverts from the South Fork through a portion of the Co-op's 24-inch pipe. Abbey does not have authority to grant Town access to the Co-op pipeline. However, Abbey is willing to support Town's request to Co-op to allow it to convey its water in the pipe, provided Town pays the cost to upsize the pipe, if necessary, and pays its proportionate share of maintenance and operation costs of the Co-op pipeline.

K. In the Original Agreement, Monastery granted to Town a license to drill up to three exploratory wells on its property. Town used its best efforts to develop a well at one of the three well sites (Nugget Well). Upon completion of drilling and test pumping the well, Town determined it was not a viable source because the flows were less than 30 gallons per minute and the cost of developing the well was not justified. Town decided to abandon that well. Based on the geologic data collected during the well development, Town decided the remaining two other well locations would likely yield similar disappointing results and at great expense.

L. Town now seeks Abbey's permission to drill a well close to the Springs to establish a redundant water source to comply with a requirement imposed by Utah Division of Drinking Water. Town refers to this new location as the "Wishing Well." Abbey and Town acknowledge that drilling the Wishing Well could intercept the same underground water source as feeds the Springs and therefore interfere with the Parties' water rights in the Springs. Abbey is willing to grant Town the right to drill, equip, operate and maintain the new Wishing Well under the terms contained in this Agreement.

M. Bill White is currently a member of the Huntsville Town Council and is also one of two principal owners of Huntsville Abbey Farm, LLC and Huntsville Rangeland Company, LLC. All parties to this Agreement understand and acknowledge that Bill White has a conflict of interest and has recused himself from voting on behalf of the Town to entering into this Agreement. Town has hired outside legal counsel with expertise in matters relating to water and water rights to advise Town in drafting and negotiating the terms of this Agreement. Town has also assembled a "water committee" consisting of engineers and others citizens with experience in Town's water system to advise Town on all issues related to this Agreement.

AGREEMENT

In consideration of the payments and covenants set forth herein and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

INSTALLATION OF INFRASTRUCTURE TO PROVIDE CULINARY WATER TO ABBEY PROPERTY

1. Town contributed \$150,000 and Monastery contributed \$41,000 to construct the New Culinary Line to carry treated water from the Treatment Plant to Abbey's farm as depicted in Exhibit D. The treated water delivered to Abbey through the New Culinary Line is metered. Abbey will pay the same rate for the treated water it receives as all other Town water customers located outside of Town Boundaries. Town will own and maintain the New Culinary Line.

2. Abbey currently has two, one-inch culinary water connections from the New Culinary Line that are approved by Town. Abbey, or its successors, will only be allowed to connect additional residential units or new educational, commercial, irrigation or other uses on its property to the New Culinary Line if Abbey conveys to Town sufficient source capacity from the spring or Wishing Well for the new uses. Abbey will pay to Town the same impact and connection fees as other Huntsville customers located outside Town boundaries and who have provided source capacity to the Town, provided that those fees will not be greater than 1.5 times the combined connection fee and impact fee Town charges at the time of dedication to in-town connections. Town will not treat any other landowner desiring to annex into Town or to connect to its water system more favorably than Abbey. For example, currently Town Code section 10.9 requires that Town may only add new connections to its system from an area outside of Town's existing municipal boundary if the party seeking a connection dedicates to Town both a water source and water rights acceptable to Town and approved by the Utah State Division of Drinking Water to meet the anticipated culinary water demand of the new connection. If Town decides to allow any new connections to its water system under more favorable terms, Town must extend those same favorable terms to Abbey or its successors.

3. Abbey or its successor may elect to disconnect the New Culinary Line from the Treatment Plant and discontinue receiving treated culinary water from Town at any time. If Abbey elects this option, Abbey shall assume ownership of the New Culinary Line and Town will deed said New Culinary Line and related easements to Abbey. Abbey shall have five years to exercise this option. If Abbey elects to disconnect the New Culinary Line, its right to receive water from the Treatment Plant under this Agreement will terminate and Abbey must renegotiate new terms to recommence receiving water from the Treatment Plant.

EASEMENT FOR INSTALLATION OF TOWN PIPELINE FROM RIVER TO TREATMENT PLANT

4. Monastery granted Town a non-exclusive easement for the installation, maintenance, operation, repair and replacement of a pipeline that will connect the River Pipeline to the Treatment Plant as shown on Exhibit D ("Pipeline Easement"). The Pipeline Easement is attached as Exhibit E. Before construction occurs, Abbey will grant Town a temporary construction easement in substantially the form at Exhibit E. If requested by Abbey, Town will cooperate with Abbey to change the location of the pipeline easement at any time prior to completion of construction of the pipeline by Town as long as such relocation will not negatively affect the operation of the pipeline and Abbey pays any increase in construction costs resulting from such relocation.

5. In the Original Agreement, Monastery granted Town the right to divert its water rights, up to 500 gallons per minute (gpm), from the diversion facility on the South Fork of the Ogden River and deliver Town water through the River Pipeline and then into Town's newly installed pipeline, but only so long as Monastery had excess capacity in the River Pipeline beyond its own water rights and the rights of others claiming an interest in the River Pipeline. Unfortunately, Monastery was mistaken in its belief that it owned and had authority to grant this right to Town. The River Pipeline is owned by Co-op and not Monastery. Abbey agrees to support Town's request to Co-op to allow Town to use the diversion facility and convey its water in the River Pipeline, provided there is sufficient unused capacity or Town pays the cost to upsize the pipe, if necessary, and Town pays its proportionate share of maintenance and operation costs of the Co-op's pipeline. The use of the diversion facility and River Pipeline by Town shall not negatively affect the Abbey's water rights in any regard. Abbey's support required in this section shall include requesting a Co-op shareholder meeting to hold a shareholder vote on allowing Town to use the River Pipeline as described in this Paragraph 5 and voting its shares in favor of allowing Town to use the River Pipeline under the terms set forth herein.

6. Abbey agrees to grant an easement in the form attached as Exhibit E if Town decides to construct a pipeline to bypass the Co-op Pipeline and connect Town's pipeline from the diversion facility on the South Fork to its Treatment Plant.

**LICENSE TO DRILL EXPLORATORY WELLS AND EASEMENT FOR
WISHING WELL AND PIPELINE TO TREATMENT PLANT**

7. In the Original Agreement, Monastery granted Town a temporary license to drill a maximum of three exploratory wells in approximately the locations marked on Exhibit D. The license to drill the exploratory wells is shown in Exhibit F and was executed by Monastery. Town used its best efforts to develop a well at one of the three well sites. Upon completion of drilling and test pumping, Town determined the well was not a viable source because the flows were less than 30 gallons per minute and the cost of developing the well was not justified. Based on the geologic data collected during the well development, Town decided the remaining two other well locations it acquired in the Original Agreement would likely yield similar disappointing results and at great expense.

8. Abbey hereby grants Town access to Abbey property to drill the Wishing Well at the location shown on Exhibit G. Town will not drill any other wells or conduct any other exploratory activities on Abbey property other than the Wishing Well at the site shown on Exhibit G.

a. Safe Yield Determination.

- i. Within 60 days after drilling is completed, Town's consultant ("Consultant") will perform all necessary testing to determine the Wishing Well's maximum Safe Yield, which is the maximum amount of water that can be pumped on a continuous basis ("Safe Yield"). Town and Abbey will review the Consultant's determination and agree on the Safe Yield determination in writing. If the Parties do not agree, they will mutually select a second consultant who will determine the Safe Yield of the Wishing Well, and that determination shall then be binding on the Parties for purposes of defining the Parties' rights and duties under this Agreement.
- ii. The Safe Yield Determination will determine the allocation of the Wishing Well's capacity as set forth in section 8.b.i below.

b. Allocation of Wishing Well Production.

- i. Town shall be allocated the first 100 gallons per minute ("gpm") of Safe Yield capacity. The first 100 gpm from the Wishing Well is referred to herein as "Redundant Capacity," because the capacity is only to be used by Town as a backup source and not a primary source of water supply. Town may only deliver water under its Redundant Capacity when Town's water supply from all its water sources in Bennett Canyon, (Upper and Lower Bennett Springs) falls below 150 gpm. The Wishing Well may be used by Town to make up the difference between 150 gpm and flow available from Town's water rights in the Springs. As an example:

- 1) If Town's share of Upper and Lower Bennett Springs is producing 130 gpm, Town can pump up to 20 gpm from the Wishing Well.
- 2) If Town's share of Bennett Springs is producing less than 50 gpm, Town can use up to 100 gpm from the Wishing Well, but cannot exceed more than 100 gpm under any circumstances.

ii. Abbey shall be allocated the remaining Safe Yield capacity in excess of 100 gpm Redundant Capacity (New Connection Capacity).

9. Interference of Abbey's Water Rights in Upper Bennett Spring.

a. Town acknowledges that drilling and pumping water from the Wishing Well in such close proximity to the Abbey's primary water source in Upper Bennett Spring is likely to interfere with and diminish Abbey's water source from Upper Bennett Spring, even if the affect is not immediate.

b. Town also acknowledges that Abbey's water source from Upper Bennett Spring is the most valuable asset owned by Abbey and the continued existence of the farm is wholly dependent upon Abbey's use of water from the Upper Bennett Spring.

c. Town will notify Abbey 24 hours prior to pumping Redundant Capacity water from the Wishing Well. When Town pumps water from the Wishing Well, Abbey will determine the amount of water such pumping diminishes the flow of the Upper Bennett Spring. Abbey will then instruct Town in writing to deliver an equal amount of water to Abbey through the New Culinary Line at no Cost to Abbey. For example, if Town pumps 100 gpm from the Wishing Well and Abbey determines that the Spring's flow is diminished by 20 gpm for four hours, Abbey will be entitled to receive from Town the volume of water produced by a flow of 20 gpm for four hours to place to beneficial use through Town's pipeline at no cost to Abbey. Abbey shall use all of the water available to it under this provision 9c within 30 days of it accruing, after which time, Town shall have no obligation to provide this replacement water.

10. Abandonment of Town's Other Three Wells Sites And Easements on Abbey Property.

a. If the Wishing Well's Safe Yield is equal to or above 100 gpm, Town shall forever abandon its property interest in the three wells sites growing out of the Original Agreement. Further, Town shall: (1) convey to Abbey the Town's existing well drilled on Abbey property in 2017 (Nugget Well) shown on Exhibit D as Exploratory Well Site # 1; (2) if requested by Abbey within one year of the Safe Yield determination and agreement called for in paragraph 8.a., Town shall, at its expense, seal the Nugget Well and perform any other work to formally abandon the Nugget Well per standards of the Utah Division of Water Rights and/or Division of Drinking Water; and (3) convey back to Abbey all easements and property interests related to the three well sites granted to Town in the Original Agreement.

b. If the Safe Yield is less than 100 gpm, Town will determine whether it desires to abandon the Wishing Well and pursue drilling a well at one or more of the three sites granted to it under the Original Agreement, as set forth in Exhibit H (excluding exhibits), or keep the Wishing Well and abandon the original three well sites. Town will notify Abbey in writing of its determination within 60 days after the Safe Yield is agreed to as described in Section 8.a. above. If Town decides to proceed with the Wishing Well, it will convey back to Abbey the easements and property interests related to those well sites as described in this Section 10.a.

11. Well Equipping, Ownership, and Operation. Town shall own, operate, maintain and repair the Wishing Well and all related property interests. Town shall have the right to maintain the well, including operating it periodically to keep it in good repair; such periodic maintenance activities shall not be considered to cause interference with Abbey's water rights and not subject to Paragraph 9.c replacement water. Town will bear all costs associated with the Wishing Well, including but not limited to, developing and equipping the well to deliver water at a volume equal to its full Safe Yield, and all costs for operating and maintaining the well.

12. Use of Town's Redundant Capacity. The Redundant Capacity in the Wishing Well is not to be used to support or add new water connections to Town's water system outside of Town municipal boundary, as such municipal boundary exists as of the date of this Agreement. If Town's municipal boundary is expanded at a future date, for example by annexing property, the Redundant Capacity will not be used to support or add new connections located in any area annexed into Town.

13. New Connections to Town and Use of Abbey's New Connection Capacity.

a. Town Code section 10.9 requires that Town may add new connections to its system from an area outside of Town's existing municipal boundary if the party seeking a connection dedicates to Town both a water source and water rights acceptable to Town and approved by the Utah State Division of Drinking Water to meet the anticipated culinary water demand of the new connection. Town may amend section 10.9 to allow those seeking to annex into Town or to rezone their property from agricultural uses to residential or commercial uses to pay a fee in lieu of conveying water rights and water source capacity to Town.

b. For a period of five years, beginning with the execution of this Agreement, Town shall have the option to purchase any of Abbey's New Connection Capacity that Abbey has not dedicated to Town for development of its own property ("Option Period"). The purchase price for Abbey's New Connection Capacity shall be \$5,000 for each one-half gallon per minute of source capacity, which is roughly equivalent to the amount of culinary water source capacity necessary for each new residential connection. Town may purchase any amount of Abbey's New Connection Capacity at any time during the Option Period. Only at the end of the Option Period, Abbey may sell its New Connection Capacity directly to property owners outside of Town boundaries who receive permission

from Town to receive culinary water service from Town (surplus water contract) or who annex into Town boundaries and are required to convey culinary water source capacity to Town.

c. Town may decide whether Abbey's dedication of culinary water source capacity is adequate to cover the demands of the new connections and meets its water dedication requirements in Town Code and wishes to accept the dedication. Upon the dedication/assignment, Town will own that portion of Abbey's New Connection Capacity and may use such capacity to meet the water use requirements of the water connections for the newly annexed property or surplus sales contract ("Dedicated Water").

d. Town's use of Dedicated Water shall not be considered to cause interference with Abbey's water right and not subject to Paragraph 9.c. Town may use the Dedicated Water as a primary water source, not just a Redundant Supply as required by Paragraphs 8.b.i and 12. Any Dedicated Water Town uses shall not be calculated as part of Town's Redundant Supply.

e. Estimated annual water demand for all new connections to Town's water system will comply with standards of the Utah Division of Drinking Water.

14. Easements. In the event that Town determines to equip and put into production the Wishing Well and abandon its other three well sites or determines to equip and put into production one of the other three well sites, Town will request and Abbey will convey to Town: (1) an easement to access, maintain, repair and replace the production well and for a pipeline to carry water from the well to the Treatment Plant in substantially the form as Exhibit I; (2) a well protection zone easement needed to meet Utah Division of Drinking Water source protection requirements, provided that such easement minimizes impact to Abbey property to the greatest extent possible; the easement shall be substantially in the form as Exhibit J; and (3) a roadway easement for access and infrastructure to deliver power to the well site and pipe water from the well into the Town's water storage tank shown on Exhibit D. All of these easements shall be at no cost to Town and shall be permanent easements. Town may install a fence to enclose the well protection zone easement. If Town elects to fence the well protection zone, the fence posts will be constructed of new railroad ties and the horizontal rails will be constructed of treated, two by six lumber. The fence will be maintained in excellent condition and will be stained or repainted at least once every two years. Town will maintain the land within the fence enclosure, keeping it free of noxious weeds and mowed at least once a month May through September.

15. Source Protection. Once the Wishing Well is established or one of the other three well sites, Abbey agrees to comply with Weber County's source protection ordinance as amended, presently Title 108, Chapter 108, Section 108-18-6, and any other applicable Utah Division of Drinking Water source protection requirements.

16. Water Right Change Applications.

a. The Parties will each file change applications with the Division of Water Rights to include the Wishing Well as a point of diversion for their water rights and to include municipal use of the Abbey existing water rights.

b. The parties will cooperate with each other to gain approval of their respective change applications.

c. The parties acknowledge that domestic uses of water has declined at the monastery as the number of Monks at the monastery declined, and that other monastery uses for its water rights has also diminished. For example dairy cow, pigs, sheep and livestock operations, bread making, poultry and egg production, and honey production have diminished or ceased completely. During this decline, the parties both agreed that Town would use Monastery's water rights to supplement the Town's water supply from the Springs.

d. Each party shall pay their own expenses for filing and pursuing the approval of their change applications.

e. Each party may file more than one change application to include the Wishing Well as an approved point of diversion.

f. Abbey may, in its sole discretion, decide at any time to move all or a portion of its water rights out of the Wishing Well by withdrawing any filed change application or filing a new change application, and in that event, Abbey shall convey to Town that portion of its New Connection Capacity that is in excess of Abbey's water rights that remain available for use at the Wishing Well.

16. Wishing Well Construction and Operating Costs. Any and all costs related to the Wishing Well shall be borne by Town and at no cost to Abbey. The Parties' acknowledge that Abbey's contributions to Town by virtue of this Agreement are full and fair consideration to Town for Abbey's capacity rights in the Wishing Well.

17. Abbey will grant to Town any other easement(s) necessary to install and use said production well(s), such as power easements. All power easements will require that all power lines will be installed underground.

18. Town will re-convey to Abbey and/or Monastery the easements granted under the Original Agreement, recorded, by the Monastery related to the use of the diversions facility and River Pipeline. In the event Town does not construct, within 20 years from the date of this Agreement, a pipeline to deliver its river water to Town, Town will convey back or formally abandoned any easements granted under the Original Agreement or this Agreement related thereto.

19. If the production well(s) adversely impact Abbey's diversions from the Bennett Spring, Town will discontinue the use from said wells, unless the parties, or their successors, agree in writing that Town may continue to use said wells.

MISCELLANEOUS

20. Abbey shall have no ownership interest in or liability from the construction or operation of these wells, unless Town conveys the Nugget Well to Abbey.
21. Abbey makes no warranty, express or implied, as to its title to the property over which it agrees to grant Town any easement herein.
22. Subject to a ninety-day right to cure, either party may terminate this Agreement if the other party fails to perform its obligations by sending written notice identifying the provision of this Agreement the party has failed to comply with.
23. The notice required by this section shall be sent to Town and Abbey at:
- Huntsville Town
Attn: Mayor of Huntsville
7309 East 200 South
P.O. Box 267
Huntsville, UT 84317
- Huntsville Abbey Farm, LLC
Attn: Marc Wangsgard
2933 Estates Cir
Park City, UT 84060
24. Town shall exercise care to preserve the natural landscape and shall conduct its construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings. All trees, native shrubbery and vegetation shall be preserved and shall be protected from damage to the extent possible. Upon completion of the installation of any of the projects authorized herein, Town will return the construction sites to conform to the natural topography of the landscape. Town will access the easements granted to Town by the route least destructive to Abbey lands and crops, typically entering Abbey land via the Abbey's paved road. Abbey may direct Town to access Town easements by whatever route Abbey deems best, provided the designated route does not cause undo inconvenience to Town.
25. This Agreement shall inure to the benefit of the Parties' successors and assigns. The Parties will record this Agreement in the Weber County Recorder's office and it shall run with Abbey Property, Weber County Tax Parcel ID #21-036-0008 described as all of Section 27, Township 6 North, Range 2 East, Salt Lake Meridian,
26. This Agreement shall be enforced and governed under the laws of the State of Utah, and jurisdiction for any action based on this Agreement shall be with the District Court of Weber County, State of Utah.

27. The Exhibits attached and numbered D through K are a part of this Agreement as if fully set forth herein. Exhibits A through C are attached for reference only.

The parties have executed this Agreement to be effective the 9th day of April, 2018.

Huntsville Town

By 
Jim Truett, Mayor

Date: April 27, 2018

Huntsville Abbey Farm, LLC and Huntsville Rangeland Company, LLC

By 
Marc Wangsgard, Manager

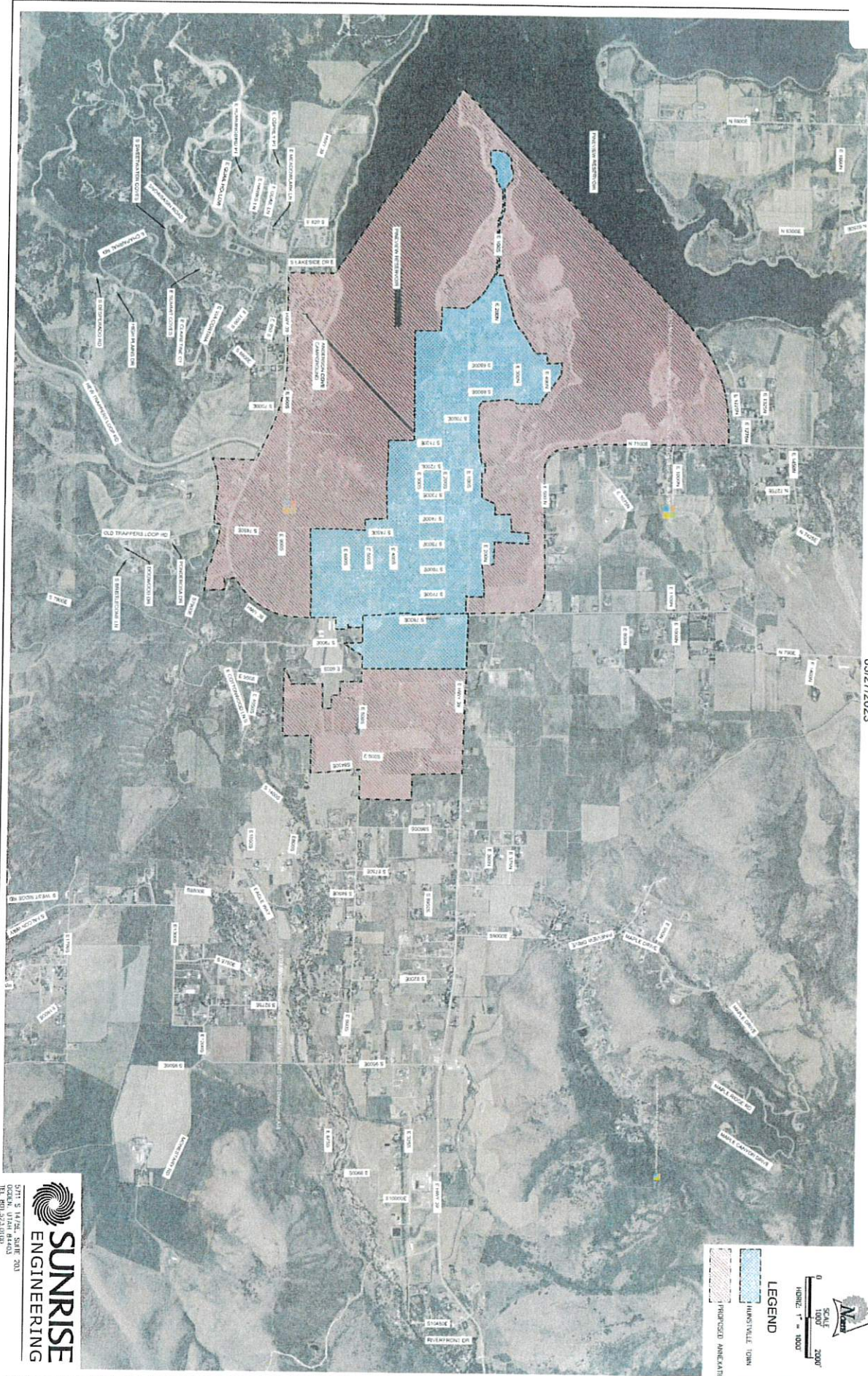
Date: 4/9/18

CAPACITY PURCHASE HISTORY FOR HUNTSVILLE TOWN

DATE OF PURCHASE	GPM PURCHASED	TOTAL GPM PURCHASE BY TOWN	GPM ABBEY CAPACITY REMAINING	COMMENTS
10/29/2018	0.5	0	300 GPM	Safe yield set at 150 gpm as per State Div. Drinking Water. Final safe yield determination is subject to change as per MOU.
1/10/2020	1.5	0.5	299.5	Watkins connection to Town's system
11/5/2020	7.5	2	298	Balance of Watkins impact fees collected
11/5/2020	1	9.5	290.5	Use Bank of Utah bond account closed to purchase 15 shares
11/5/2020	1	10.5	289.5	White and Davis impact fees collected
7/15/2021	25	35.5	264.5	Wishing Well Capacity and Water Service Agreement dated July 15, 2021. Thirty connections for Town and 20 connections for Huntsville Abbey Farm

FUTURE ANNEXATION MAP

03/27/2023



SUNRISE
ENGINEERING

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Mayor

Richard L. Sorensen

Town Council

Kevin Anderson
Bruce Ahlstrom
Sandy Hunter
Artie Powell

Town Clerk/Recorder

Beckki Endicott

Treasurer

Sheree Evans

Attorney

Bill Morris

April 28, 2023

To Whom It May Concern:

Huntsville Town is recommending a change to its Annexation Policy Plan Map. The Planning Commission held a public hearing on Wednesday, April 26, 2023. The current Huntsville Annexation Policy Plan map is enclosed with the proposed Annexation Policy Plan Map. The Huntsville Town Planning Commission recommended that no annexation area be considered beyond the current boundaries of Huntsville Town.

The Huntsville Town Council will hold a public hearing to consider both maps and the recommendation from the Huntsville Town Planning Commission on Wednesday, May 17, 2023, 6:45 p.m. at the Huntsville Town Maintenance Building Office, 131 South 7400 East, Huntsville.

The current Annexation Policy Plan is located on the Huntsville Town website, www.huntsvilletown.com, with a current and proposed map. The public is welcome, and comments are welcome.

If you have any questions or comments, please feel free to contact me at clerk@huntsvilletown.com or by phone at (801) 745-3420

A handwritten signature in blue ink that reads "Beckki Endicott".

Beckki Endicott
Huntsville Town Clerk