

**MINUTES OF THE HUNTSVILLE TOWN  
PLANNING COMMISSION MEETING**

**MEETING DATE:** September 23rd, 2021

**PLACE:** Electronic Zoom Meeting with anchor location at Town Hall  
7309 East 200 South, Huntsville Utah

**TIME:** 7:00 p.m.

NAME	TITLE	STATUS
Doug Allen	Planning Commission Chair	Present
Sandy Hunter	Planning Commissioner	Excused
Liz Poulter	Planning Commissioner	Present
Jeff Larsen	Planning Commissioner	Zoom
Allen Endicott	Planning Commissioner	Excused
Steve Songer	Planning Commissioner	Present
Shannon Smith	Recorder	Present
Bill Morris	Town Attorney	Excused

**Citizens:** Todd Meyers, Jared Andersen, Lonny Bailey, Sheryll Vanderhooft, Bart Braegger, Bill White, Zoom- John Henderson

1–Roll call: Chairman Allen welcomed all who are attending the meeting.

2–Approval of Minutes for Planning Commission Meeting on 8-26-21. (See Attachment #1)  
**PCM Liz Poulter motioned to table the minutes from August 26th, 2021.** PCM Steve Songer seconded the motion. All votes Aye. Motion Tabled. Votes are reflected below.

VOTES:	
AYES:	Chairman Doug Allen Commissioner Liz Poulter Commissioner Steve Songer Commissioner Jeff Larsen
NAYS:	

3–Approval of Minutes for Planning Commission Meeting and Public Hearing on 9-9-2021. (See Attachment #2) **PCC Doug Allen motioned to approve the minutes from September 9th, 2021.** PCM Steve Songer seconded the motion. All votes Aye. Motion passes. Votes are reflected below.

VOTES:	
AYES:	Chairman Doug Allen Commissioner Liz Poulter Commissioner Steve Songer <sup>3</sup> Commissioner Jeff Larsen
NAYS:	

4-Discussion and/or action on Land Use Permit for John Henderson home 134 S. 7500 E. Parcel # 24-013-0009. (See Attachment #3) PCC Doug Allen questioned if the plans submitted this time were the same plans as previously submitted. Mr. Henderson confirmed that yes there were. PCM Liz Poulter commended that it looks like it meets the setbacks and had a question about the driveway. Mr. Henderson explained that the driveway will be where the existing driveway is, he will demo the existing garage as it is non-conforming. Then he will extend the driveway.

**PCM Liz Poulter motioned to Approve the Land Use Permit for John Henderson #134 S. 7500 E. Parcel # 24-013-0009.** PCM Steve Songer seconded the motion. All votes Aye. Motion passes. Votes are reflected below.

VOTES:	
AYES:	Chairman Doug Allen Commissioner Liz Poulter Commissioner Steve Songer Commissioner Jeff Larsen
NAYS:	

5-Discussion on General Plan update and subdivision update. (See attachment #4) PCC Doug Allen asked that Shannon give an overview of this topic. Shannon stated it was her understanding that the General Plan is the vision of the Town. Due to the recent annexation the General Plan will need to be updated/ amended. The General Plan is currently on the Town's website and there is also Utah State Code 10-9a-401 that describes what the General Plan. It is the planning commissions responsibility as part of the annexation to update the General Plan. PCM Liz Poulter questioned what specific parts of the GP needed to be updated. Shannon stated that there were small adjustments that will need to be made. The PC can work on this over the next few months and then it will need to be approved by the Town Council. There was a question from a resident about this issue and it was clarified by Shannon that CW Lands requests for the Update, as per State Code, and the Town is the one that writes the update.

Todd Meyers spoke in regarding to this issue, stating that more specifically the maps in the GP will need to be updated to include the newly annexed land. There was discussion on the map and the boundary of the town and the potential annexation area. All to be addressed in the GP update.

6-Discussion and/or action on the Preliminary Subdivision Plat approval for CW Lands. (See Attachment #6&7)

Todd Meyers was present to represent CW Lands. Chairman Allen commented that the application for subdivision is possibly premature. Chairman Allen started by referencing Jared Anderson's engineering report. Chairman Allen read the report. Chairman Allen described that the area in discussion is a wetland area. Chairman Allen stated from the beginning of this project the wetland issue was a concern. The developer stated they were working with the Army Corps from the beginning, but there were some issues at the beginning. Chairman Allen referenced a letter from the State that CW Lands had submitted. Chairman Allen was concerned that the

Army Corps report/approval was not yet completed. Jared clarified the process of which the Army Corps operates, which can vary. The developer's responsibility is to hire a consultant to delineate the wetland. The Army Corps does not actively complete this part, but a qualified environmental 3<sup>rd</sup> party company does. Once the wetlands are delineated, that information is included into the developer's plan and submitted to the Army Corps for approval. Up to a 1/10<sup>th</sup> of an acre is allowed to be impeded upon in a wetland area. Todd comments that is correct and that the Army Corps had been on site. Steve Songer asked for clarification on the term impede, Todd answered that is any disturbance to the delineated area. Jared spoke to the bridge that CW Lands is planning and that will be in the wetland area, as they have no choice, and will be counted to the 1/10<sup>th</sup> acre. Todd commented that CW Lands has kept their wetland impact to .7 of a 1/10<sup>th</sup> of an acre.

Chairman Allen expressed concerns about several lots in the plan that have a smaller "buildable area" as to avoid the wetlands. The Commission agrees that some of the lots are questionable with the consideration of septic. Todd stated that perk tests have been done for each lot. Steve Songer questions which type of septic will be allowed for these lots. Todd responded that there are 3 different septic systems and each lot has an allowable type(s).

Jared commented that the wetland delineation he is familiar with does not include an offset for septic. A typical offset would include a stream, perennial or yearly. Then a governmental agency can come in and specify an offset for such a stream. Todd referred to the annexation agreement where it is stated how to handle the buildable area. It will also show up on the plat. Todd also pointed out the size of the lots needs to be taken into consideration. They are larger lots and although some are a majority are wetlands they still have a sizable area to build.

Steve Songer questioned how the wetland areas will be respected by future lot owners and appropriate building areas enforced. Todd commented that Bill Morris suggested the regulations for building be laid out in the annexation agreement and also the development agreement. There was some discussion on easements and the use of the certain areas. CW Lands had questioned the Army Corps about building a pond and they were told no, interference with the wetlands is prohibited. Chairman Allen questioned the easement wording in the annexation agreement. And it was clarified that Huntsville Town has control over the rules of use, but the land will be privately owned.

Todd comments to the idea of a special improvement district, which CW Lands thought would be a great way to handle the street. But to create a special improvement district there needs to be a 3 member board. This board could theoretically include community members and a member of a Huntsville Town commission/council. Chairman Allen questions about when the community will be turned over to the homeowners. Todd responds that will be specified in the CC&R's that will be turned in with the final Plat. Bill White commented that conservation easements can be held by municipalities, or by certified 501-c3's that are certified to hold conservation easements. The issue with this is it puts upon that entity to uphold the conservation easements.

Steve Songer questioned what exactly is allowable in the wetland area. Todd responded that this area had cows, that was allowable. You can cut the foliage, fences are restricted.

Jeff Larsen brought up Huntsville Town code 15.15.2, which governs stream corridors and wetlands. This code states that Army Corps recommendations for this area are to be followed and there are also regulations as far as setbacks for septic 100ft, 50 ft for streams.

Liz Poulter questioned if there was a map of the perks that were done. Todd did not have that information at the meeting. Todd clarifies that the Final Plat for the subdivision will be in 2

division/phase, the 1<sup>st</sup> division/phase will have traditional septic and the 2<sup>nd</sup> will have other forms of septic.

Chairman Allen addressed the issue of water shares. Chairman Allen is concerned about the irrigation shares. Bill White comments to that issue, that the annexations agreement covers that issue. PCM Liz Poulter commented to the developer needing to install the infrastructure for that water and Bill White agreed that that was also addressed on the annexation agreement. Todd interjects that CW Lands does have water shares for Huntsville Town. CW Lands has provided documentation to the Town regarding water shares. A resident questioned the issue if this property has water rights, not shares. Culinary water is to be paid for by CW Lands. The issue of repair cost to water pipes etc. was brought up, and to who would be responsible, The HOA or Huntsville Town. Todd responded that the HOA would be responsible.

PCM Liz Poulter questions access on Hwy 39 and 5<sup>th</sup> South. The access permission is going through the approval process. A resident questioned a 25 ft easement to UDOT they had to provide in that area for future road expansion. Todd commented to this, that government agencies do have rights to plan for the future and that will be worked out as needed. Todd commented that CW Lands is present today because UDOT wants to know if the Town wants to approve this subdivision before they look into it.

PCM Liz Poulter questioned the flood plain issue. Chairman Allen reads from a document that the State Flood Plain manager requests a flood plain development permit from the local flood plain administrator. It is needed to assure compliance with the national flood insurance program, and local flood plain regulations.

Chairman Allen expressed concerns with a few issues brought up during this meeting.

The Delineation report was brought up, in reference to the Army Corps. Chairman Allen was interested in getting this report before approving the subdivision. The Geo Technical report and improvement reports were submitted to Jared, upon request, the day before this meeting. But were not included in his report.

Chairman Allen requests reports of this capacity to be submitted with more time to review in the future, preferably 30 days.

PCM Jeff Larsen, commented that he also did not have sufficient time, due to travel to review the documents. His concerns regarded the wetlands ordinance and how it would apply. His other question was regarding flag lots and frontage requirements. PCM Jeff Larsen concurred with the other members of the PC as well as consultants that have commented. PCM Steve Songer also questions the flag lots. The compliance of frontage for the flag lots was a concern for the PC. Todd commented that currently there was no Ordinance for flag lot requirements in Town Code that is what the annexation agreement specified the allowance for 4 flag lots. Per Todd, the purpose for the flag lots in the Sage subdivision is to provide access. The frontage requirements will still be in place on the front/street facing side of the lot. Bill White commented that the Town Council does not have the authority to override town Ordinance through an annexation agreement. It was the opinion of Bill White that the Town would have to amend the Ordinance of Flag Lots in Town to meet the terms in the annexation agreement.

PCM Steve Songer commented that the engineering report by Jared had a lot of good suggestions to move forward, he suggested adding the Army Corps involvement be added. And have that information submitted by CW Lands with more time for the PC to review.

Jared spoke to his report, and that although there were certain things he did not see in the Preliminary Plat submission, those things can be requested by the PC and still move this request forward. Jared commented that the comments on his report do not determine whether or not the

Preliminary Plat should be approved or denied. There is a code that speaks to those requirements and that is what should be the deciding factor.

Chairman Allen commented that the PC would be willing to have a work session, also to include CW Lands as well as Jared to work through the issues addressed in the meeting. Chairman Allen also expressed concerns with the lack of a Town Council liaison. PCM Liz Poulter agreed the PC should hold a work session to compose a list of their recommendations to CW Lands. She also agreed that she did not have enough time to thoroughly review all the information.

Chairman Allen questioned Todd on when the Army Corps information would be available. Todd commented that there could be a work session without that report but based on the plat. PCM Lis Poulter insisted that she thought the Army Corps report be crucial to moving forward.

**PCC Doug Allen motioned to Deny the Preliminary Subdivision Plat from CW Lands, based on incomplete information.** PCM Steve Songer seconded the motion. Roll Call Vote. All votes Aye. Motion passes. Votes are reflected below.

VOTES:	
AYES:	Chairman Doug Allen Commissioner Liz Poulter Commissioner Steve Songer Commissioner Jeff Larsen
NAYS:	

6-Discussion and/or action on Ordinance change on majority vote for the appeals committee.  
(See Attachment #8)

Title 15.5.3. There was a question among the PC about what was meant for this discussion. Shannon explained that this issue was brought up a while back. That amendment 8, as a foot note, was vague and needed clarification on what a majority meant. It was added by a resident, and the discrepancy was, if there was a quorum present at an appeals committee meeting, but not all members were present what constituted a majority? PCC Doug read the footnote in question. Bill White, a member of the appeals Committee, suggested the wording "Majority vote for of those members at the meeting". PC suggested to change "Majority vote of the Huntsville Town appeals authority of members in attendance at the meeting, either in person or electronically".

**PCC Doug Allen motioned to approve to amend Title 15.5.3 item E to state "Majority vote of the Huntsville Town appeals authority of members in attendance at the meeting, either in person or electronically".** PCM Steve Songer seconded the motion. Roll Call Vote. All votes Aye. Motion passes. Votes are reflected below.

VOTES:	
AYES:	Chairman Doug Allen Commissioner Liz Poulter Commissioner Steve Songer Commissioner Jeff Larsen
NAYS:	

8-Public Comment.

Bill White commented that the Town needs clarification on the annexation agreement approving flag lots when the Town does not allow them. Bill also questioned the title PMC Jeff Larsen discussed earlier about building structures and septic systems being 100 ft from the wetlands. Bill believed that should be part of the discussion for approval of the building envelopes. The issue of water rights was his last concern. The lots in the Sage development are larger than most lots in town and he had a question on whether there are adequate shares for the subdivision. Also Bill White stated that the HOA should remain in control of the water shares not the land owner. PCC Doug Allen stated that he made a note from Bill Morris that stated the water right will be held in perpetuity by Huntsville Town. Mr. White believes that is a problem, due to assessment fees. Mr. White also questioned on what a share of irrigation water was tied to. And he believed that information is important in figuring out if CW Lands has enough irrigation shares.

9-Chairman's Remarks. Chairman Allen thanked all for the discussion.

10-Motion to adjourn.

**PCM Steve Songer made a motion to adjourn the meeting.** PCM Liz Poulter seconded the motion. All votes Aye. Motion Passes.

**Meeting is adjourned at 8:51 p.m.**

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Shannon Smith, Clerk

**MINUTES OF THE HUNTSVILLE TOWN  
PLANNING COMMISSION MEETING**

**MEETING DATE:** August 26th, 2021

**PLACE:** Electronic Zoom Meeting with anchor location at Town Hall  
7309 East 200 South, Huntsville Utah

**TIME:** 7:30 p.m.

NAME	TITLE	STATUS
Doug Allen	Planning Commission Chair	Excused
Sandy Hunter	Planning Commissioner	Zoom
Liz Poulter	Planning Commissioner	Excused
Jeff Larsen	Planning Commissioner	Present
Allen Endicott	Planning Commissioner	Present
Steve Songer	Planning Commissioner	Present
Beckki Endicott Shannon Smith	Recorder/Clerk	Present
Bill Morris	Town Attorney	Excused

**Citizens: Larel Parkinson, Artie Powell, John Sill, Pam Lee, Ron Gault (Zoom)**

1-Roll call: PCM Jeff Larsen welcomed all who are attending the meeting.

2- Discussion and/or action on Subdivision Application for Larel Parkinson, 6688 E. 200 N., Parcel #201650001 (See Attachment #2) Amended Parcel # 201650002

Larel Parkinson explained that he wishes to subdivide a piece off his property. He stated that this plan has enough frontage and acreage to divide. And Utilities that go down the road. PMC Jeff confirmed he checked the frontage, and it was within allowable limits. PCM Sandy Hunter clarified that Larel's plan is to subdivide a piece of land to the northern most part of his lot.

**PCM Allen Endicott motioned to approve the Subdivision Application for Larel Parkinson, 6688 E. 200 N., Parcel #201650002, PCM Sandy Hunter seconded the motion. All votes Aye. Motion passes. Votes are reflected below.**

VOTES:	
AYES:	Commissioner Sandy Hunter Commissioner Allen Edicott Commissioner Steve Songer Commissioner Jeff Larsen
NAYS:	

3-Approval of Minutes for Planning Commission Meeting 7-22-21. (See Attachment #1)

**PCM Steve Songer motioned to approve the amended minutes from July 22nd, 2021.**

PCM Sandy Hunter seconded the motion. All votes Aye. Motion passes. Votes are reflected below.

VOTES:	
AYES:	Commissioner Allen Edicott Commissioner Sandy Hunter Commissioner Steve Songer Commissioner Jeff Larsen
NAYS:	

4-Discussion and/or action on Land Use Permit for Pam Lee, 523 S. 7700 E., Parcel# 240090032 (See Attachment #3) Item was deferred to later in the meeting

Pam explained her plans to extend her existing deck on two sides of her home, by 4 feet, and connect it to front porch. Also add a ramp to one side of the home for wheelchair access for her husband. PCM Steve Songer questioned the setbacks with the proposed additions. Pam's lot is currently on 3 acers with ample space from her neighbor's. PCM Jeff Larsen requestions a site map listing the measurements of the setbacks to ensure that there are no issues. This will be a stipulation of the approval. A building permit will be required for this project. Beckki commented that the engineer will require official drawings for the building permit process. PCM Sandy agrees with the Committee, there will need to be submission of some kind of site plan with setbacks from each side measured, for the Land Use permit.

**PCM Steve Songer motioned to approve the Land Use Permit for Pam Lee 523 S. 7700 E., Parcel #240090032, With conditions listed on the Land Use Permit. PCM Allen Endicott seconded the motion. All votes Aye. Motion passes. Votes are reflected below.**

VOTES:	
AYES:	Commissioner Allen Endicott Commissioner Sandy Hunter Commissioner Steve Songer Commissioner Jeff Larsen
NAYS:	

5-Discussion and/or action on Property of John and Shelly Sill, Possible Annexation Parcel # 240150024. (See Attachment #4)

John Sill spoke on behalf of his plans for the lots he owns. The Sill's own 4 lots total and 1 of the lots is currently in Weber County. PCM stated that the first step would to be to proceed with the annexation on the lot that is "out of Town". After that would be a re-zone to get the lot listed in



an R-1 Zone and then a consolidation could occur for the 3 lots Mr. Sill would like to combine. Beckki stated that the Sill's will need to file an annexation petition and do an annexation map with an official surveyor, as well as pay the required fees. Beckki estimate the timeline on the annexation will take approximately 4 months. It was discussed that that re-zone and consolidation could happen simultaneously. PCM Sandy Hunter agreed that the Annexation and re-zone will both require a public hearing and that most likely those too can be done at the same time.

PCM Jeff Larsen discussed the qualifications for annexation. Which the property in question meets. Bekki stated that since April 2021, Huntsville Town follows State annexation code. The process takes time and some financial responsibility for the applicant.

Ron Gault commented about the road to 7200 not being paved all the to the west boundary. John Sill comments that it is paved to the existing house that they will be adding onto. The work the Sill's plan on doing will be an add on, not a new build. PCM Jeff closed discussion and thanked Mr. Sils for his time and information.

#### 6-) Discussion and/ or action on ADU's (See Attachments #5&6)

PCM Jeff Larsen explained that the State will enact a new Ordinance on ADU's effective 10-1-2021. Attorney Bill Morris has written up an Ordinance for Marriott-Slaterville, that the PC has been reviewing for its own use. Beckii reported that Bill Morris has requested that the Town not cut and paste from the State Code. The PC will review the Ordinance and refer to the State code to where the liens are.

PCM Steve Songer questions the section referencing 6,000 sq feet lots. Citizen Artie Powell took issue with the State Code on the Parking requirement.

PCM Steve Songer requested to open this issue up to public discussion. Artie Powell stated the State Code restricts added onto an existing home to create an ADU. PCM Allen brought up the issue of a breezeway and adding a limitation on using a breezeway to establish an ADU. Beckki commented that the Town cannot limit any further than what is outlined in the State Code.

Mr. Powell also brought up the issue of the failing septic tanks. PCM Jeff Larsen brought up section 3 in the State law, that refers to the ADU meeting safety regulations. The Town can require a license for an ADU and possibly amend the Business license code to require one for the operation of an ADU. Also, Beckki stated that when she does a Business License, she notifies Weber Fire and requires a current septic permit. To put that into effect the Town Council will need to vote to amend the Business license code to include the requirement of a Business License for and ADU.

PCM Sandy Hunter, questioned 3 d.in the Marriott-Slaterville Ordinance, about an ADU in an agricultural zone. PC Agreed to strike this part of the Ordinance.

Artie Powell raised issue with the word Internal was not included in some of the wording in the Ordinance.

Jeff Larsen summarized the requests of the PC to recommend adoption of the Marriott-Slaterville Ordinance with the following changes: to leave page 1 as is, Page 2 to remove 3 part g, adding the and also to include part 5 and 6 of the State Ordinance. With reference to Utah State Code 10-9a-530.

PCM Sandy Hunter brought up the placement of the Ordinance. She proposed 15.6, under uses. PCM Allen suggested 15.18, home occupation. Beckki referred to 15.18 as well and commented that notes could be made for reference in other applicable sections of the code.

It was clarified that the State code is not to but cut and pasted but referred to in the Ordinance, so when state code changes Town Ordinances with change with it to keep things up to date.

**PCM Jeff Larsen motioned to recommend to the Town Council passage of an ADU Ordinance referencing the Marriott-Slaterville Ordinance with the specified changes.** PCM Steve Songer seconded the motion. (Note that vote was not needed at this time)

8-Public Comment. There were none

9-Chairman's Remarks. Acting Chair Jeff Larsen had none

10-Motion to adjourn.

**PCM Allen Endicott made a motion to adjourn the meeting.** PCM Steve Songer seconded the motion. All votes Aye. Motion Passes.

**Meeting is adjourned at 8:37 p.m.**

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Shannon Smith, Town Clerk

**MINUTES OF THE HUNTSVILLE TOWN  
PLANNING COMMISSION MEETING & PUBLIC HEARING**

**MEETING DATE:** September 9th, 2021  
**PLACE:** Electronic Zoom Meeting with anchor location at Town Hall  
7309 East 200 South, Huntsville Utah  
**TIME:** 7:00 p.m.

NAME	TITLE	STATUS
Doug Allen	Planning Commission Chair	Present
Sandy Hunter	Planning Commissioner	Excused
Liz Poulter	Planning Commissioner	Excused
Jeff Larsen	Planning Commissioner	Present
Allen Enticott	Planning Commissioner	Zoom
Steve Songer	Planning Commissioner	Present
Beckki Endicott	Recorder	Zoom
Bill Morris	Town Attorney	Excused

**Citizens:** Rex Harris, Bill Wasgagd, Bill White, Alane White, Ron Gault, Gail Ahlstrom, Todd & Jolene Bass, Dave \_\_\_\_\_, Artie Powell, Linda Laws, Zoom-\_\_\_\_\_ Carver, Michell \_\_\_\_\_

1-Roll call: Chairman Allen welcomed all who are attending the meeting. Chairman Allen explained the need for Huntsville Town to adopt an Ordinance to address the State Code 10-9a-530, that will go into effect October 1<sup>st</sup>, 2021.

Beckki recapped the issue of the new state Code 10-9a-530 an its effect on Huntsville Town. It was clarified by Bill Morris that it is allowed to restrict an ADU in any zone that is not primarily residential, and the Town could add a commercial or a A-3 zones, any area that is not primarily residential can be restricted.

Beckki pointed out that the penalties have been added to the Proposed Ordinance to mimic the State code

**PCM Steve Songer motioned to Close Planning Commission Meeting and Open Public Hearing.** PCM Jeff Larsen Seconded the motion. All votes Aye. Motion passes. Votes are reflected below.

VOTES:	
AYES:	Chairman Doug Allen Commissioner Allen Endicott Commissioner Steve Songer Commissioner Jeff Larsen
NAYS:	

## 2-Public Hearing on Ordinance 2021-8-26

PCM Jeff Larsen read aloud proposed Ordinance # 2021-8-26.

Resident Ron Gault, spoke on 1a., and the term “primary dwelling”. Ron commented that currently there is no definition of primary dwelling in the Huntsville Code. “Single family” dwelling is the term currently used in the current code. Also 1c., uses the term “Vacation Rental” and the Town code does not have a definition for that term. 3d was a concern of Ron’s as well with the septic tank issue. The septic tank issue was discussed in the last Planning Commission meeting, to ensure septic is not failing, the town recommends making it a requirement to acquire a Business License for operate an ADU. In that process Weber County will need to sign off on the septic system.

Section 5 was questioned, and it was clarified that Sections 5 of Ordinance 2021-8-26 refers to Section 5 in the State code 10-9a-530 and all it entails. As State the state code might change so will the proposed Ordinance.

Resident Rex Harris commented on the zones referred to in the State code. Rex recommended the Town specify the Zones in with the Town will allow or restrict ADU’s. Rex also seconded Ron’s recommendation to define certain terms in the Ordinance. It was also the opinion of Rex that the Town look into other Town Ordinances that could conflict with the proposed Ordinance and/or State Code 10-9a-530.

Resident Bill White commented on section 5, in penalties. It was his concern that we needed to include all of the penalties from the State Code in the new Ordinance in order for them to be enforceable by the Town. Also under 2b a Bill rose a concern about the term “primary dwelling” and “single family dwelling” and what that is defined as.

Rex pointed out that the Ordinance should specifically state that a Business License and or Building Permit will be required for and ADU in Town. As well, the Ordinance’s for Business and Building permits should be reviewed to make sure they coincide.

Linda Laws asked for clarification on the ADU issue. And voiced her concerns on what this means for the Town.

Gail Ahlstrom also spoke on clarifying the issue of what an ADU entails.

Beckki commented on the term “primary dwelling”. It is defined in the state code. And she concurred that the definition of an ADU is vague. The PC considered changing the term ADU to IADU, including the I to specify Internal.

Wendy McKay raised a question that if was allowable for homeowner to expand their home then afterwards apply for an ADU. Per code that is allowable.

Discussions were had on specifics on the State Code 10-9a-530

PCM Jeff Larsen motioned to close the Public Hearing and reopen Planning Commission meeting. PCM Steve Songer seconded the motion. All votes Aye. Motion passes. Votes are reflected below.

VOTES:	
AYES:	Chairman Doug Allen Commissioner Allen Endicott Commissioner Steve Songer Commissioner Jeff Larsen
NAYS:	

### 3- Discussion and/or action on Ordinance 2021-8-26

Chairman Allen Voiced his concerns about the impact of the ADU's on the Town's septic system. PCM Allen clarified the difference in section 4 and section 5 of the Ordinance.

Beckki recommended that the PC make any adjustments they feel important, then pass the Ordinance to the Town Council. She also noted that changes can also be make after the Ordinance is put into effect, though not as easily.

PCM Allen suggested the PC add the restriction of an ADU in an agricultural zone. It was then suggested that an ADU be limited to only allowable in an R-1 zone. Discussion on changes to Ordinance 2021-8-26 requested by the PC as listed below:

To be added;

- 3h-No ADU shall be approved in a zone other than R-1
- 5-change to adopt, "Penalties contained in (reference state code) are hereby adopted
- Change all "ADUs" to "IADUs" (I for internal), standardize capitalization of accessory dwelling unit throughout document, except for 3f

Definitions/interpretation to be clarified;

- 1c-Vacation rental
- 1d-define who, how long, how many
- 2b-single family dwelling (our definitions) vs. primary dwelling (ADU)
- 2ci-on site parking, meaning of?
- 3e-primary dwelling vs. 1b-residence
- 2b-"change the appearance"

**PCM Jeff Larsen motioned to recommend Huntsville Town Ordinance 2021-8-26, as amended, be forwarded to the Town Council.** PCM Steve Songer seconded the motion. Roll Call Vote. All votes Aye. Motion passes. Votes are reflected below.

VOTES:	
AYES:	Chairman Doug Allen Commissioner Allen Endicott Commissioner Steve Songer Commissioner Jeff Larsen
NAYS:	

4-Public Comment. There were none.

5-Chairman's Remarks. Chairman Allen thanked all for the discussion. Chairman Allen commented on Kevin Anderson's recent appointment to the Town Council. For now, no Planning Commission liaison has been appointed. Steve Songer volunteered to be present at the next TC meeting to speak on behalf of the PC on this Ordinance.

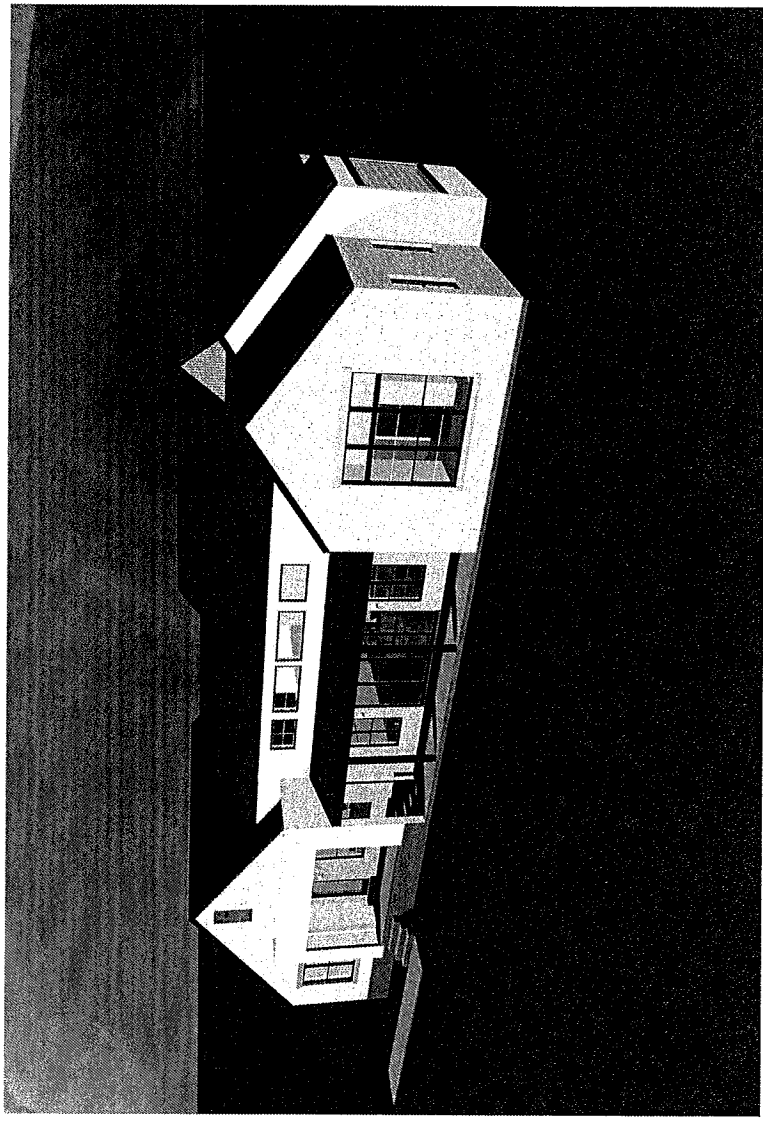
6-Motion to adjourn.

**PCM Steve Songer made a motion to adjourn the meeting.** PCM Allen Endiott seconded the motion. All votes Aye. Motion Passes.

**Meeting is adjourned at 8:53 p.m.**

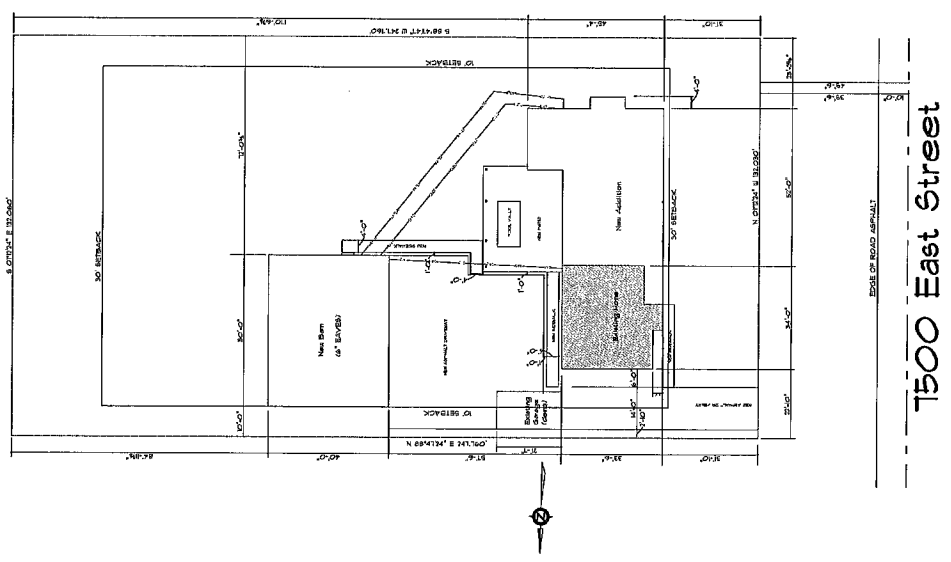
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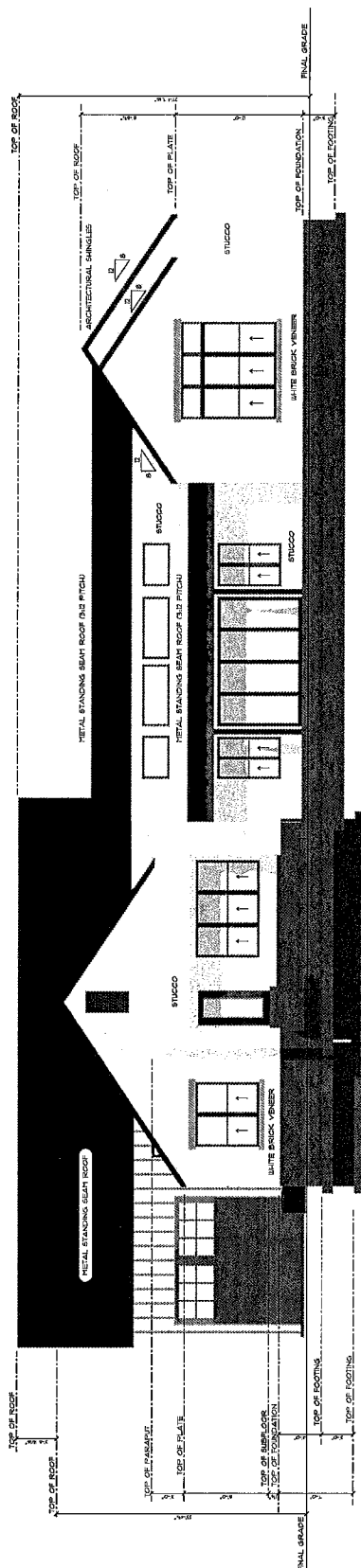
Shannon Smith, Town Clerk



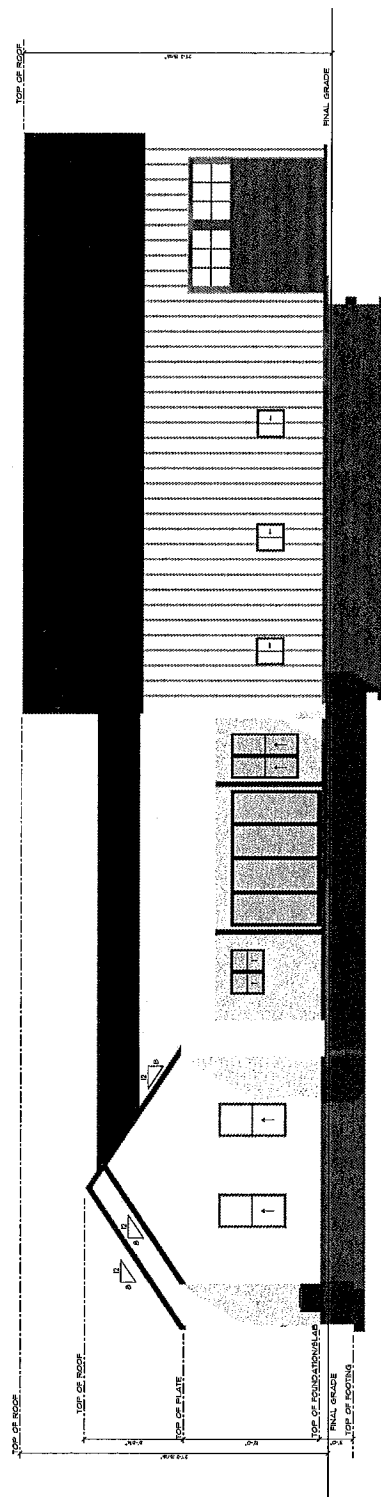
DRAWING SCHEDULE	
1	Site Plan
2	Foundation Plans
3	Foundation Plans - Remodel
4	Foundation Plans - Addition
5	Foundation Plans - Main Floor
6	Foundation Plans - Second Floor
7	Foundation Plans - Third Floor
8	Foundation Plans - Fourth Floor
9	Foundation Plans - Fifth Floor
10	Foundation Plans - Sixth Floor
11	Foundation Plans - Seventh Floor
12	Foundation Plans - Eighth Floor
13	Foundation Plans - Ninth Floor
14	Foundation Plans - Tenth Floor
15	Foundation Plans - Eleventh Floor

HENDERSON REMODEL  
134 SOUTH 7500 WEST  
HUNTSVILLE, UT 84311





Front Elevation  
SCALE: 3/16" = 1'-0"



**Rear Elevation**  
SCALE: 3/16" = 1'-0"







## LAND USE PERMIT

Huntsville Town Building Inspection  
7309 E. 200 S.  
P.O. Box 267, Huntsville, UT 84317  
(801) 745-3420

Tax ID # 24-013-0009

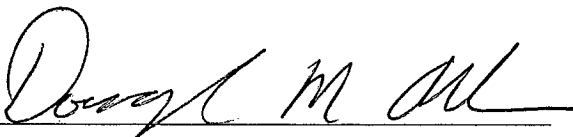
Address of Structure 134 S. 750 <sup>W. E.</sup> ~~W. E.~~ Huntsville, UT 84317

Name & Address of Owner/Owners John Henderson

The above described Site Plan has been reviewed for setback compliance by the Huntsville Town Planning Commission on: September 23, 2021

Set Backs Approved: Yes X No       

Any special stipulations and conditions of the Site Plan Review: NONE

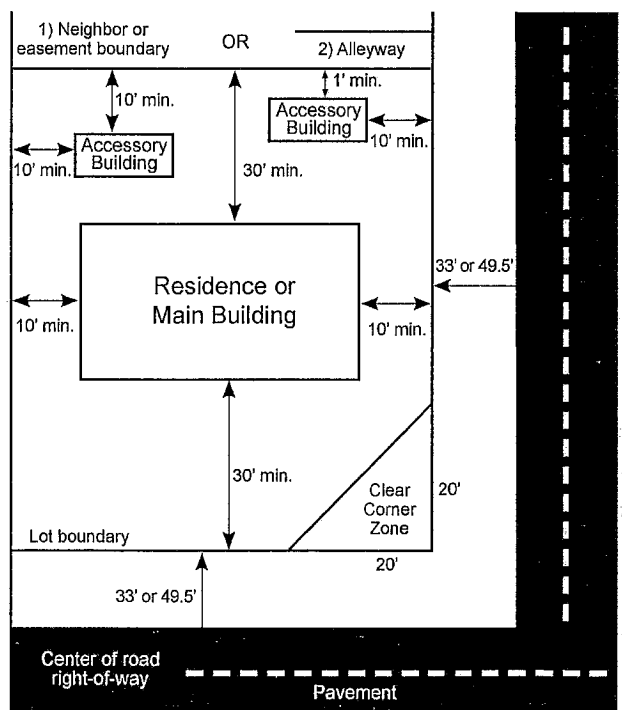
  
Huntsville Planning Commission Chairman

Property Owner Signature \_\_\_\_\_

"By signing this form, the applicant agrees that they understand that the Huntsville Town R-1 zone, which their lot is zoned, only allows for one single family dwelling on the lot. The applicant also agrees that they understand that if any changes to their site plan are made after the Land Use Permit is issued, that those changes must be approved by the Planning Commission."

- Minimum lot size = 0.75 acre (32,670 sq. ft.)
- Minimum width = 130 feet (120 feet if bounded by an alleyway)

### Huntsville Town Residential Zone Setbacks



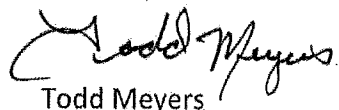
Doug Allen  
Planning Commission, Chair  
Huntsville Town  
7309 East 200 South  
Huntsville, Utah 84317

September 15, 2021

Dear Mr. Allen,

We are requesting that the Planning Commission consider amending the Town's General Plan Figure Two – Potential Uses for Land Surrounding Huntsville Town and Figure Three – Annexation Proclamation to reflect the annexation of The Sage development. CW Land Company able and willing to assist the Town as needed to process this request.

Sincerely,



Todd Meyers

**HUNTSVILLE TOWN  
ORDINANCE 2021-8-5**

**ANNEXATION: CW LANDS, WEBER FIRE DISTRICT STATION NO. 65, PARCEL  
#240190007, PARCEL #240190027, PARCEL #240190009**

**AN ORDINANCE OF HUNTSVILLE TOWN, UTAH, ACTING ON A  
PETITION FOR ANNEXATION OF CERTAIN UNINCORPORATED  
REAL PROPERTY IN ACCORDANCE WITH TITLE 10, CHAPTER 2,  
PART 4, *UTAH CODE ANNOTATED*, 1953 AS AMENDED.**

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

**WHEREAS**, Title 10, Chapter 2, Part 4 of the *Utah Code Annotated* provides the process of annexation of unincorporated area into a municipality by a petition for the same;

**WHEREAS**, the Town received a petition from CW Lands on May 6<sup>th</sup>, 2021, requesting annexation of certain real property located in an unincorporated area contiguous to the present boundaries of the Town be annexed into the Town;

**WHEREAS**, said petition contains the signature of owners of private real property that is: 1) located within the City's area proposed for annexation; 2) covers a majority of the private land areas within the area proposed for annexation; and 3) is equal in value to at least one-third (1/3) of the value of all the private real property within the area proposed for annexation;

**WHEREAS**, the petition was accompanied by an accurate map, prepared by a licensed surveyor, of the area proposed for annexation;

**WHEREAS**, said petition was certified by the Town Clerk in accordance with *Utah Code Annotated*, §10-2-406, 1953, as amended, and notice was duly provided of the same;

**WHEREAS**, the Town Council held its public hearing on the certified petition on August 5, 2021, after publication of the required notice;

**WHEREAS**, no timely protests have been filed and the Town Council now desires to act on said certified petition;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Huntsville Town, Weber County, State of Utah, as follows:

**Section 1. Findings.**

The Town Council hereby finds as follows:

1. That this Annexation Petition was duly filed with and accepted by the Town.
2. That this Annexation Petition conforms to the Annexation Policy Plan adopted by the Town.

3. That this Annexation Petition was duly certified by the Town Clerk as provided by state law.
4. That all notices have be properly posted or otherwise given.
5. That no protest has been filed in accordance with state law.
6. That the Town Council held the required Public Hearing in accordance with state law.
7. That the Town Council is the Legislative Body of the Town with authority to approve this Annexation in the form of this Ordinance and any associated documents, including the Annexation Plat.

**Section 2. Annexation Approved.**

In accordance with *Utah Code Annotated* §10-2-407(3)(b)(I), 1953 as amended, the area that is the subject of the annexation petition as provided in the Annexation Plat attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby annexed as part of Huntsville Town.

**Section 3. Annexation Agreement.**

The Annexation Agreement attached hereto as Exhibit "B" and incorporated herein by this reference is hereby adopted to govern this annexation.

**Section 4. Zoning Designation.**

The property subject to the annexation in Exhibit "A" is hereby designated as the A-3 Zone at set forth in the Town's municipal code, and subject to the terms set forth in the Annexation Agreement.

**Section 5. Annexation Finalization.**

Staff is hereby authorized and directed to comply with the requirements of *Utah Code Annotated* §10-2-425, 1953 as amended, to finalize this annexation. The Mayor is hereby authorized to execute any instruments associated with this annexation or to effectuate the same on behalf of the Town Council.

**Section 6. Effective Date.**

The effective date of this annexation is in accordance with the requirements established by *Utah Code Annotated* §10-2-425, 1953 as amended.

*(Remainder of this page left blank intentionally, and signature appear on the following page)*

**ADOPTED AND PASSED** by the Town Council this 5<sup>th</sup> day of August, 2021.

Municipal Roll Call Vote:

VOTES:	AYES	NAYS	EXCUSED	RECUSED
Mayor Truett	X			
CM Max Ferre'	X			
CM Wendy McKay	X			
CM Richard Sorenson		X		

  
JAMES TRUETT, Mayor

ATTEST:

  
BECKKI ENDICOTT, Town Clerk



RECORDED this 5<sup>th</sup> day of August, 2021.  
POSTED this 5<sup>th</sup> day of August, 2021.

**CERTIFICATE OF PASSAGE AND POSTING**

According to the provision of U.C.A. §10-3-713, 1953 as amended, I, the Town Clerk of Huntsville Town, hereby certify that foregoing Ordinance was duly passed and published, or posted on the above-referenced dates at the following locations: 1) Town Hall, 7309 East 200 South 2) Huntsville Town Post Office 3) [www.huntsvilletown.com](http://www.huntsvilletown.com) 4) [www.pmn.gov](http://www.pmn.gov)

  
Beckki Endicott, Town Clerk

DATE: 8-5-2021

## ANNEXATION AGREEMENT FOR PROPERTY LOCATED AT HUNTSVILLE TOWN, WEBER COUNTY, UTAH

This Annexation Agreement ("Agreement") is made and entered into as of the date set forth on the signature page, by and between CW Land Co., LLC, a Utah limited liability company ("Developer") and Huntsville Town, a municipality and political subdivision of the State of Utah ("Town"). Developer and Town may be referred to herein individually as a "Party" or collectively, as the "Parties".

### RECITALS

A. The Developer is the fee title owner of approximately 73 acres of land located East of Highway 39 from 100 South to 500 South, Parcel Nos. 24-019-0001, 24-019-0023, 24-019-0012, 24-019-0013, 21-026-0041, 24-019-0011, and 21-026-0040 (the "Property"). A Map identifying the Property is attached hereto as **Exhibit "A"** and incorporated by this reference;

B. The Developer duly filed an Annexation Petition ("Petition") to the Town for consideration by the Town Council, and the Town Council accepted said Petition which was subsequently certified by the Town Clerk;

C. The Petition is consistent with the Town's Annexation Policy Plan;

D. The Developer and Town desire to enter this Agreement to govern aspects of the annexation in order to benefit the health, safety, and welfare of the overall community and the area being annexed;

E. The area to be annexed and developed is set forth in the Concept Plan is attached hereto as **Exhibit "B"** and incorporated by this reference.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Developer and Town hereby agree as follows:

1. **Definitions.** In this Agreement, the following terms shall have the following meaning and except where context requires otherwise, the singular of a term includes the plural and vice versa. Other terms may be defined elsewhere in this Agreement.

1.1. "A-3 Zone" means Sections 15.10.1 through 15.10.7 of the Town Land Use Regulations.

1.2. "Concept Plan" means the concept plan for the Development attached hereto as **Exhibit "B."**

1.3. "Developer" means CW Land Co., LLC, a Utah limited liability company, with a principal mailing address of: 1222 West Legacy Crossing Boulevard, Suite 6, Centerville, Utah 84014.

1.4. "Development" means the Concept Plan and other plans for the Property to form a cohesive residential development in the overall community. The Development is commonly referred to as "The Sage" by Developer.

1.5. “Property” means those certain parcels of land consisting of approximately 73 cumulative acres identified as Parcel Nos. 24-019-0001, 24-019-0023, 24-019-0012, 24-019-0013, 21-026-0041, 24-019-0011, and 21-026-0040.

1.6. “Town” means Huntsville Town, a body corporate and politic of the State of Utah, with a principal office located at 7309 East 200 South, PO Box 267, Huntsville, Utah 84317.

1.7. “Town General Plan” means that certain *General Plan for Huntsville Town, Utah* dated December 17, 2020.

## 2. Conditions Precedent

2.1. Town Council Approval Required. This Agreement shall be approved in conjunction with the Town Council adopting an Ordinance approving the annexation of the Property, and any other properties that may be involved in the annexation.

2.2. Restrictions of Use. Developer and Town agree to restrict the uses of the Development as provided in this Agreement as applied by the land use and subdivision regulations adopted by the Town governing the Development, and to provide such additional amenities as are set forth in this Agreement, the municipal code, and submitted documents in connection with the complete land use applications.

## 3. Preliminary Provision

3.1. Property Affected by this Agreement. The legal description of the Property, to which this Agreement applies, is attached as **Exhibit “A.”** The annexation of other properties and parcels as part of any annexation Ordinance approving this Agreement does not limit or impact this Agreement whatsoever nor other parcels or properties annexation in conjunction with the Property.

3.2. Amendment of this Agreement. This Agreement may only be modified, amended, or terminated by the Parties by mutual written consent, which consent requires the approval of the Town Council.

3.3. Development Rights. Upon execution of this Agreement by the Parties, and unless otherwise provided for in this Agreement, the Developer shall be entitled to construct a maximum of twenty-one (21) residential dwelling units within the Development, of which, four (4) dwelling units may be situated on flag lots, as further set forth herein. The Development of those four (4) units shall comply with all other codes in effect at the time of the land use applications are duly filed and complete, unless otherwise approved herein or in a subsequent subdivision development agreement pertaining to the Development.

## 4. Town’s Undertakings

4.1. Initial Zoning and Platting. Subject to the satisfaction of the conditions set forth in Article 2, Town shall make diligent good faith efforts to process the approvals for the Development in accordance with Utah law:

4.2. Density. The overall density for the Development shall not exceed twenty-one 21 residential dwelling units. However, Developer may be further limited from developing the maximum lots set forth in this Paragraph by wetlands, topography, or other limiting factors unrelated to this Agreement.



4.3. Lot Frontage; Front, Side, and Rear Setback. The minimum requirements for lot frontage and front, side, and rear setbacks shall be shown on the approved final plat for the Development consistent with the land use regulations, which final plat may depict up to but not to exceed four (4) flag lots within the Development. Any flag lots require separate approval from Fire Marshall of the Weber Fire District.

4.4. Street Design. The following shall apply within the Development: (i) streets shall include twenty-six feet (26') of asphalt, without curb and gutter or sidewalk; and (ii) include drainage swales based upon approved low impact road standards with an overall right-of-way of sixty-six feet (66').

4.5. Special Considerations. The Development is to provide for the following special considerations:

4.5.1. A maximum of four (4) flag lots as preliminarily depicted on the Concept Plan attached hereto.;

4.5.2. All lots within the Development shall be a minimum three (3) acres;

4.5.3. Approximately twenty-five percent (25%) of the Development is comprised of Wetlands subject to a Conservation Easement to be dedicated to the Town or its designee;

4.5.4. The Developer agrees to preserve the maximum amount of wetland acreage possible as set for in a wetland delineation to be completed and provided to the Town and as may otherwise be directed by the U.S. Army Corps of Engineers approval of this Development;

4.5.5. The Development is planned to impact the least amount of wetland acreage possible;

4.5.6. The Developer has received an Aquatic Resource Delineation Report;

4.5.7. The Developer has worked closely with the Town to obtain its approval of the wetlands mitigation and Concept Plan based on the unique characteristics of the Development; and

4.5.8. The Developer agrees to implement a mutually agreed upon Conservation Easement to preserve the maximum amount of wetland acreage and other open space that may be included .

4.6. Land Use Applications. The Developer agrees that it shall submit timely, complete applications with sufficient time that the Town can properly notice the hearings and meetings that are necessary with each application.

4.7. Utility Services. The Town agrees that in areas where municipal services are not presently extended, such services will be extended on an as-needed basis by, and at the cost of the Developer. All such extensions shall comply with the municipal code. Additionally, upon annexation and payment of all applicable fees and costs, the Development shall receive the following services from the Town: (i) culinary water; (ii) police protection; (iii) planning and zoning, including enforcement; (iv) curb side garbage collection; and (v) other services provided by the Town. Upon annexation the Developer shall pay to the Town the amount of \$20,000, per lot, for the connection to the Town's culinary water service. The Town shall refund the Developer for any lot not included in the final subdivision plat.

5. **Developer's Undertakings.** Conditioned upon the Town's performance of its undertakings set forth in Article 4, and provided Developer has not terminated this Agreement pursuant to Section 7.1, Developer agrees to the following:

5.1. **General Plan and General Plan Map Amendment.** Apply for and support the change in designation on the Town General Plan Map for the Development to be designated as the A-3 Zone, along with general plan amendments supporting such zone.

5.2. **Initial Zoning** The Development is annexed and designated as A-3 Zone.

5.3. **Declaration of Covenants, Conditions, and Restrictions.** Developer shall, prior to recordation of the final approved plat, form a homeowners' association and incorporate one set of residential suitable codes, covenants and restrictions, and reservation of easements for the Development (the "Declaration"). The Declaration shall include, among other provisions, maintenance responsibilities for the right-of-way (discussed below) and common area amenities.

5.4. **Right-of-Way.** The sixty-six foot (66') right-of-way located with the development, and graphically depicted on the Concept Plan, shall be constructed and comply with all Town standards and specifications. Additionally, the Development's homeowners' association shall be responsible for the maintenance, repair, and general upkeep of the right-of-way including, without limitation, snow removal. In the event the homeowners' association fails to maintain the private right-of-way to Town standards, the Town may provide written notice of such failure and a reasonable cure period to remedy the identified deficiencies. If the homeowners' association has failed to remedy the identified deficiencies to Town standards, then, upon expiration of the applicable cure period, the Town may create a special service district (as defined in Utah Code Ann. §17D-1-102(11)) to fund maintenance of the right-of-way.

5.5. **Secondary Water.** As a condition to annexation, Developer will ensure that the Development is accompanied by sufficient water rights and water sources, which rights and sources may be addressed in the subdivision development agreement.

5.6. **Financial Guarantees.** As a condition to annexation, and when applicable, Developer agrees to furnish and file with the Town a escrow agreement for the Development in the amount equal to the Town Engineer's Cost Estimate.

5.7. **Proposed Concept Plan.** The Development shall be substantially similar to the proposed Concept Plan. It is recognized that minor adjustments to the Concept Plan may be necessary during subdivision approval, accommodating changes in infrastructure, engineering, or adjustments to enhance utility and connectivity. Approval of this Agreement shall not be interpreted to entitle Developer to a specific approval by the Town of a layout for purposes of the subdivision approval and other code requirements governing the Development.

5.8. **Compliance with Law.** The Parties agree to be bound by all Town and State rules, regulations, and codes.

5.9. **No Pre-Approval.** The enumerations in this Agreement are not to be construed as approvals thereof except as specifically provided herein, as any required land use approval process must be pursued independent hereof.

5.10. **Conflicts.** Any conflict between the provisions of this Agreement and the Town code shall be resolved in favor of this Agreement.

6. **General Requirements and Rights of the Town**

6.1. **Issuance of Permits.** Developer, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Developer's undertakings and shall make application for such permits directly to the Town and agencies having authority to issue such permits in connection with the performance of Developer's undertakings. Town shall not unreasonably withhold or delay the issuance of its permits. Developer understands and acknowledges that other permits, including but not limited to septic tank permits, and other code requirements require approval of a governmental agency separate and apart from the Town.

6.2. **Completion.** The Developer shall, in good faith, reasonably pursue completion of the Development. Each portion of the Development must independently meet the requirements of this Agreement and the municipal code, such that it will stand alone if no further work takes place within the Development.

6.3. **Access to the Development.** For purposes of assuring compliance with this Agreement, so long as they comply with all safety rules of Developer and its contractor, representatives of the Town shall have the right of access to the Development without charges or fees during the period of performance of Developer's undertakings. Town shall indemnify, defend, and hold Developer harmless from and against all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss, or damage caused to any person, property, or improvements on the Development arising from the negligence or omissions of the Town, or its agents or employees, in connection with Town's exercises of its right granted in this Section 6.3.

7. **Remedies**

7.1. **Remedies for Breach.** Unless otherwise provided in this Agreement, in the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said timeframe, the Party receiving such notice shall, within such timeframe, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its option to:

7.1.1. Cure or remedy such default or breach, such as proceedings for injunctive relieve, to compel specific performance by the defaulting Party, or declare a material breach by the Party; provided, however, such relief shall exclude the aware or recovery of any damages by either Party.

7.2. **Attorneys' Fees.** Each Party agrees that should it default in any of the covenants or agreements contained herein, the defaulting Party shall pay all costs and expenses, including reasonable attorneys' fees which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing a lawsuit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

8. **General Provisions**

8.1. Reserved Legislative Powers. The Developer acknowledges that the Town is restricted in its authority to limit its police powers by contract and the limitations, reservations, and exceptions set forth herein are intended to reserve to the Town all of its police power that cannot be so limited. Notwithstanding the retained power of the Town to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Developer under the terms of this Agreement based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as set forth in Utah Code Ann. §10-9a-509. Any proposed change affecting the vested rights of the Development shall be of general application to all development activity within the Town; and unless in good faith the Town declares an emergency, the Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any such proposed change and its applicability to the Development under the compelling, countervailing public interest exception to the vested rights doctrine.

8.2. No Joint Venture, Partnership, Third-Party Rights, or Agency. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the Parties and does not create any rights or benefits to third-parties. No agent, employee or servant of the Developer or the Town is or shall be deemed to be an employee, agent, or servant of the other Party. None of the benefits provided by any Party or by the Developer to its employees, including but not limited to worker's compensation insurance, health insurance, and unemployment insurance are available to the employees, agents, contractors, or servants of the other Party. The Parties shall each be solely and entirely responsible for their respective acts and for the acts of their respective employees, agents, contractors, and servants throughout the term of this Agreement.

8.3. Agreement to Run with the Land. This Agreement shall be recorded against the Development and shall be deemed to run with the land and shall be binding on all successors and assigns of the Developer in the ownership and development of any portion of the Development.

Term. This agreement is terminated in the event that the Annexation is not completed.

8.4. Assignment. Neither this Agreement nor any of the provisions hereof can be assigned to any other party, individual, or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of the Town, which review is intended to assure the financial capability of any assignee. Such consent shall not be unreasonably withheld.

8.5. Integration. This Agreement contains the entire understanding with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature.

8.6. Severability. If any part or provision of this Agreement shall be adjudged unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific part or provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

8.7. Notices. Any notices, requests, and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below. Any Party may change its address or notice by giving written notice to the other Party in accordance with the provisions of this Section.

To Developer: CW Land Co., LLC  
Attn: The Sage Development Team  
1222 W. Legacy Crossing Blvd., STE 6  
Centerville, UT 84014

To Town: Huntsville Town  
Attn: Town Clerk  
7309 E. 200 S.  
Huntsville, UT 84317

8.8. Amendment. The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. The amendment of this Agreement shall require the prior approval of the Town Council.

8.9. General Terms and Conditions.

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

8.9.2. Referendum or Challenge. Both Parties understand that any legislative action by the Town Council is subject to referendum or challenge by individuals or groups of citizens, including approve of development agreements. The Developer agrees that the Town shall not be found to be in breach of this Agreement if a referendum or challenge is successful, so long as the referendum or challenge relates to the Town Council's approval of this Agreement. In the case of a successful referendum, this Agreement shall be void at inception.

8.9.3. Ethical Standards. The Developer represents that it has not: (i) provided an illegal gift or payoff to any officer or employee of the Town, or former officer or employee of the Town, or to any relative or business entity of an officer or employee of the Town; (ii) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (iii) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301 et seq. and 67-16-3 et seq.; or (iv) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the Town or former officer or employee of the Town to breach any of the ethical standards set forth in the State of Utah or Town code.

8.9.4. No Officer or Employee Interest. It is understood and agreed that no officer or employee of the Town has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer, or any member of any such persons' families shall serve on any Town board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. This Section 8.10.4 does not apply to elected officials.

8.9.5. Governing Law and Venue. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions

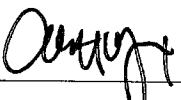
of this Agreement shall have exclusive venue in the Second District Court of the State of Utah, Farmington Division.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective duly authorized representatives as of the 5 day of August, 2021 (the "Effective Date").


**DEVELOPER**

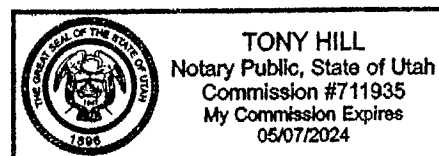
CW LAND CO., LLC,  
a Utah limited liability company

By:   
Name: Colin H. Wright  
Title: Manager

STATE OF UTAH                    )  
  §  
COUNTY OF DAVIS            )

On this 27 day of AUGUST, 2021, personally appeared before me Colin H. Wright, the Manager of CW LAND CO., LLC, a Utah limited liability company, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Annexation Agreement on behalf of said company and who duly acknowledged to me that he / she executed the same for the purposes therein stated.

  
(Notary Public)



(Seal)

TOWN

HUNTSVILLE TOWN

By: [Signature]  
Name: Jim Truett  
Title: Mayor



Attest:

Approved as to Form:

By: [Signature]  
Name: Beckki Endicott  
Title: Town Recorder

By: [Signature]  
Name: Bill Morris  
Title: Town Attorney

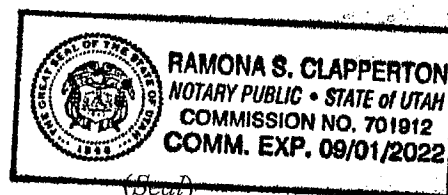
STATE OF UTAH )

§

COUNTY OF WEBER )

On this 18 day of August, 2021, personally appeared before me Jim Truett, the Mayor and authorized signer of Huntsville Town, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Annexation Agreement on behalf of Huntsville Town, and who duly acknowledged to me that he / she executed the same for the purposes therein stated.

[Signature]  
(Notary Public)





**Exhibit A**  
(The Property)

**PARCEL 1:**

Part of the Northeast quarter of Section 18, Township 6 North, Range 2 East, Salt Lake Meridian, U.S. Survey: Beginning at the Southeast corner of said quarter section and running thence North 44 rods; thence West 6 rods 6 feet; thence in a Southwesterly direction to a point 7 rods 3 feet West of the place of beginning; thence East 7 rods 3 feet to the place of beginning, being part of Lot 6, Block 2, Plat B, Huntsville Survey, Weber County, Utah.

**ALSO:**

Part of the Southeast quarter of Section 18, Township 6 North, Range 2 East Salt Lake Meridian, U.S. Survey: Beginning at the Northeast corner of said quarter section and running thence West 7 rods 3 feet; thence South 3 rods 15.5 feet; thence East 7 rods 3 feet; thence North 3 rods 15.5 feet to the place of beginning; being part of Lot 6, Block 2, Huntsville Survey, Weber County, Utah.

**PARCEL 2:**

All of Lot 1, Block 2, Plat B, Huntsville Survey, Weber County, Utah.

LESS AND EXCEPTING that portion to State of Utah for highway known as Project No. 0568 in Final Order of Condemnation recorded January 23, 1959 as Entry No. 307834 in Book 603 at Page 128 and described as follows:

Beginning at the Southwest corner of said Lot 1; thence Easterly 70 feet, more or less, along the South boundary line of said Lot 1 to a point 60.0 feet perpendicularly distant Easterly from the center line of survey of said project; thence North  $01^{\circ}18'28''$  West, 146 feet, more or less, to a point 60.0 feet North  $87^{\circ}53'32''$  East, from Engineer's Station 118+00; thence North  $02^{\circ}54'28''$  West, 1042 feet, more or less, to the North boundary line of said Lot 1; thence Westerly 6 feet, more or less, along said North boundary line to the Northwest corner of said Lot 1; thence Southerly 18.06 chains along the West boundary line of said Lot 1 to the point of beginning.

ALSO LESS AND EXCEPTING that portion deeded to the Utah Department of Transportation by Warranty Deed recorded February 12, 2003 as Entry No. 1912788 in Book 2317 at Page 2683 and described as follows: A parcel of land in fee for the spot improvements of an existing highway, State Route 39, known as Project No. 0039, being part of an entire tract of property, situate in Lot 1, Block 2, Plat B, Huntsville Survey, a subdivision in the East half of Section 18, Township 6 North, Range 2 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the existing Easterly right-of-way line of said SR-39 (7800 East Street) and the North line of said Lot 1, which line is also the existing Southerly right-of-way line of SR-39 (100 South Street), said point of intersection being 56.77 feet radially distant Easterly from the center line of said project at Engineer Station 14+85.94, said point also being approximately 6 feet South  $88^{\circ}59'29''$  East along said North line of Lot 1 from the Northwest corner of said Lot 1 and running thence South  $88^{\circ}59'29''$  East 31.04 feet along said North line to a point 87.75 feet radially distant Easterly from said center line at Engineer Station 14+84.10; thence South  $39^{\circ}48'05''$  West 45.70 feet to said existing Easterly right-of-way line of SR-39 at a point 57.04 feet radially distant Easterly from said center line at Engineer Station 14+50.14; thence North  $02^{\circ}51'21''$  West 35.70 feet, more or less, along said existing Easterly right-of-way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

**PARCEL 3:**

Part of Lot 6, Block 2, Plat B, Huntsville Survey, Weber County, Utah: Beginning 105 feet West of the Northeast corner of Lot 6; thence South 791 feet; thence West to East line of perpetual State Road right of way; thence Northerly along East boundary of perpetual State Road right of way to intersection of North line of Lot 6; thence East to point of beginning.

PARCEL 4:

Part of the West half of the Northwest quarter of Section 17, Township 6 North, Range 2 East, Salt Lake Meridian, U.S. Survey: Beginning 10.7 chains South from the Northwest corner of said Section 17 and running thence South 88°45' East 8.69 chains; thence South 01°54' East 10.31 chains; thence South 00°16' West 8.01 chains; thence North 89°55' West 8.54 chains; thence North 18.42 chains to the beginning.

PARCEL 5:

Part of Lot 7, Block 2, Plat B, Huntsville Survey, Weber County, Utah: Beginning at a point 162 feet North of the Southeast corner of said Lot 7; thence North to the Northeast corner of said lot; thence West to the Northwest corner of said lot; thence South to the Southwest corner of said lot; thence East along the South line of said Lot 7 to a point 222 feet West and 162 feet South of the place of beginning; thence North 162 feet; thence East 222 feet to the place of beginning.

LESS AND EXCEPTING that portion to State of Utah for highway known as Project No. 0568 in Final Order of Condemnation recorded January 23, 1959 as Entry No. 307834 in Book 603 at Page 128 and described as follows:

Being part of an entire tract of property in Lot 7, Block 2, Plat B, Huntsville Survey, in Section 18, Township 6 North, Range 2 East, Salt Lake Meridian. Said part of an entire tract of property is a parcel of land bounded on the Westerly side by the West boundary line of said Lot 7 from the Southwest corner of said Lot 7 to a point 60.0 feet perpendicularly distant Westerly from the center line of survey of said project; thence by a line parallel to said center line, to the North boundary line of said Lot 7. Said parcel of land is bounded on the Easterly side by a line parallel to and 60.0 feet perpendicularly distant Easterly from said center line of survey. Said center line is described as follows:

Beginning at the intersection of the South boundary line of said Lot 7 and said center line of survey at Engineer's Station 103+24, which point is approximately 38 feet East along said South boundary line from the Southwest corner of said Lot 7; thence North 01°18'28" West, 533 feet, more or less, to the intersection of said center line of survey at Engineer's Station 108+57 and the North boundary line of said Lot 7, which point is approximately 70 feet Easterly along said North boundary line from the Northwest corner of said Lot 7.

ALSO LESS AND EXCEPTING that part of Lot 7, Block 2, Plat B, Huntsville Survey, Weber County, Utah, lying West of the existing Utah State Highway right of way.

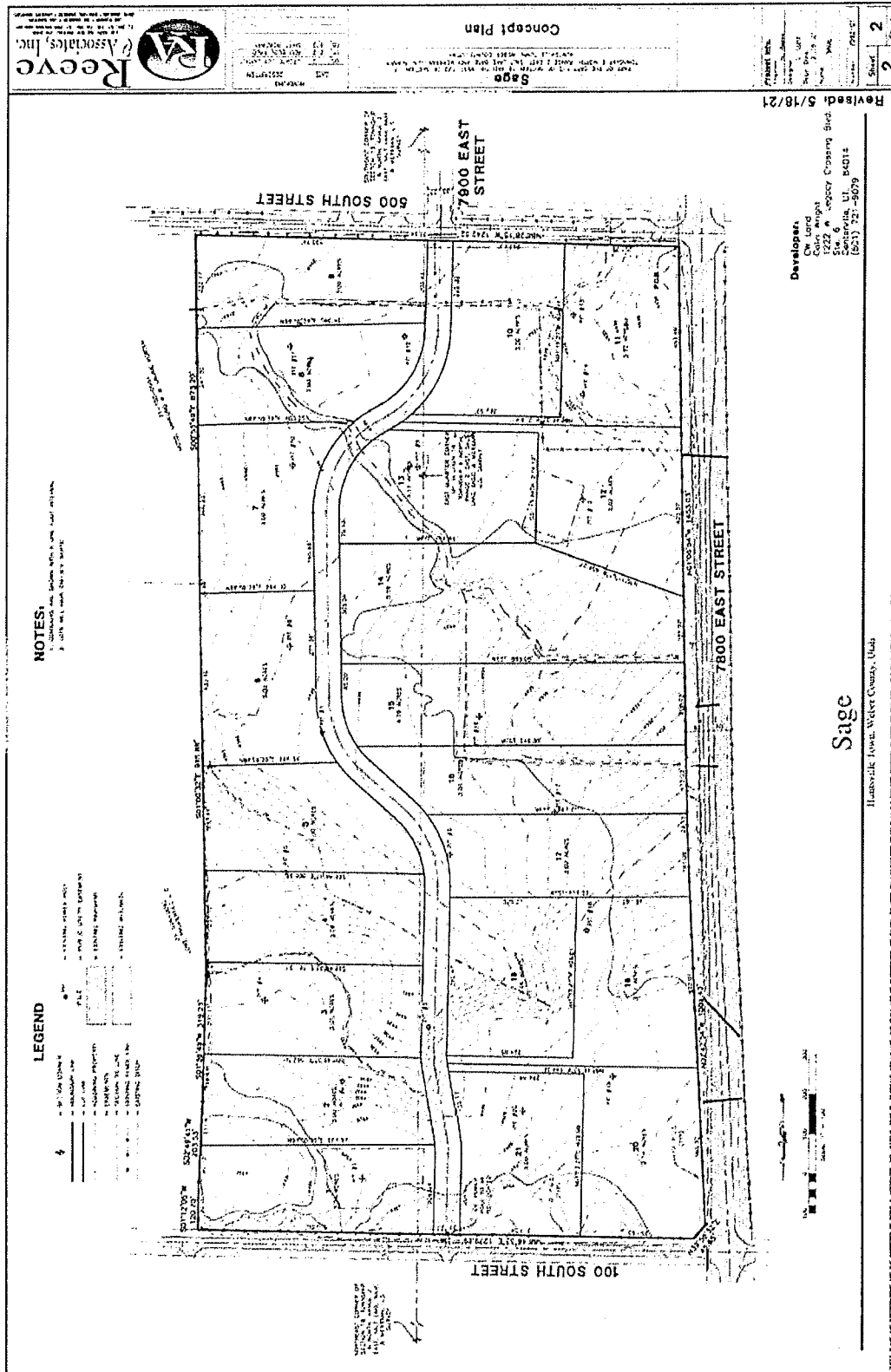
PARCEL 6:

Part of Lot 7, Block 2, Plat B, Huntsville Survey, Weber County, Utah; Beginning at the Southeast corner of said Lot 7 and running thence North 162 feet; thence North 88°15' West 222 feet; thence South 162 feet; thence South 88°15' East 222 feet to the place of beginning.

PARCEL 7:

Part of the Northwest quarter and part of the Southwest quarter of Section 17, Township 6 North, Range 2 East, Salt Lake Meridian, U.S. Survey: Beginning at the Southwest corner of said Northwest quarter of Section 17 and running thence North 00°05' East 11 chains on the West line of said Section 17; thence North 89°55' East 8.54 chains; thence South 01°15' East 20.54 chains to the center of the street; thence North 88°54' West 8.90 chains in the center of the street; thence North 9.41 chains to the place of beginning.

# Exhibit B (Concept Plan)





**Ogden Office**

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

**Date:** September 22, 2021  
**To:** Mayor Jim Truett, Beckki Endicott, Huntsville Town Planning Commission, Todd Meyer, Bill Morris  
**From:** Jared Andersen  
**Subject:** Preliminary Plan Review #1

**Preliminary Plan Subdivision Review – 9/22/21**

In accordance with Subdivision Ordinance 15.25.4 – 15.25.1.5.

Please provide the following:

15.25.1.5 A. 5. – Show Contour lines on preliminary plan.

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

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

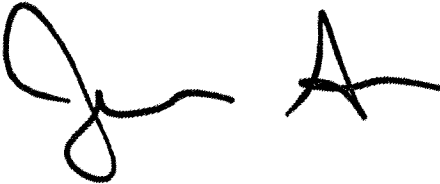
15.25.1.5 C. – A written Statement of Feasibility from the Weber County Health Department or the Utah State Division of Water Quality which states recommendations regarding sanitary sewage disposal shall be provided to the Huntsville Town Planning Commission prior to the recommendation of Preliminary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

**Comments:**

1. There is no ordinance addressing flag lots, the <sup>annexation</sup> development agreement allows up to four.
2. Recommend building areas be shown to avoid delineated wetlands.
3. Verify water rights and water sources for secondary water.
4. Recommend Geotechnical Study be completed for road section detail.
5. Address whether road is public or private and future plan for roadway.
6. Provide hydraulic report associated with stream change and bridge design.

7. Bridge to be stamped and designed by structural engineer
8. Provide approval of final design from Weber Fire District

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

A handwritten signature in black ink, appearing to read 'Jared Andersen', with a stylized 'A'.

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

## Huntsville Town Subdivision Application

Applicant Name: CW LAND

Applicant Mailing Address: 1222 LEGACY CROSSING, CENTERVILLE, UTAH 84014

Email: todd@cw.land Phone: 801-520-4072

Brief Description of Proposed Subdivision: 21 LOT SUBDIVISION FOR SINGLE FAM  
HOMES ON 3+ ACR LOTS.

Applicant Signature: [Signature] Date: 9/16/21

### Parcel Owner's Permission for Subdivision Application

*The undersigned authorize this application for subdivision:*

Parcel Number(s): 240190001, 210260040, 240190023, 240190011, 210260041, 240190012, 240190015

Parcel(s) Owner Name: CW THE SAGE LLC

Parcel(s) Owner Mailing Address: 1222 LEGACY CROSSING, CENTERVILLE, UT 84014

Email: COLIN@CW.LAND Phone: \_\_\_\_\_

Parcel Owner Signature: [Signature] Date: 9/16/21

Title (Authorized Agent): MANAGER

*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: 9/16/2021 Fees Paid: \_\_\_\_\_

Beckki Endicott, Town Clerk

**Huntsville Town Planning Commission – Subdivision Preliminary Plan**

☐ Recommended for Approval

☐ Recommended for Conditional Approval

☒ Recommended for Rejection

☐ Deferred

Chair Signature: [Signature] Date: 9-23-21

Notes/Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Huntsville Town Council – Subdivision Preliminary Plan**

☐ Approved

☐ Conditional Approval

☐ Rejected

☐ Deferred

Mayor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Notes/Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Beckki Endicott, Town Recorder Date: \_\_\_\_\_

**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:

\_\_\_\_\_  
Beckki Endicott, Town Recorder Date: \_\_\_\_\_

**Huntsville Town Engineer – Final Plat & Final Improvement Plan**

☐ Approved

☐ Conditional Approval

☐ Rejected

☐ 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: \_\_\_\_\_

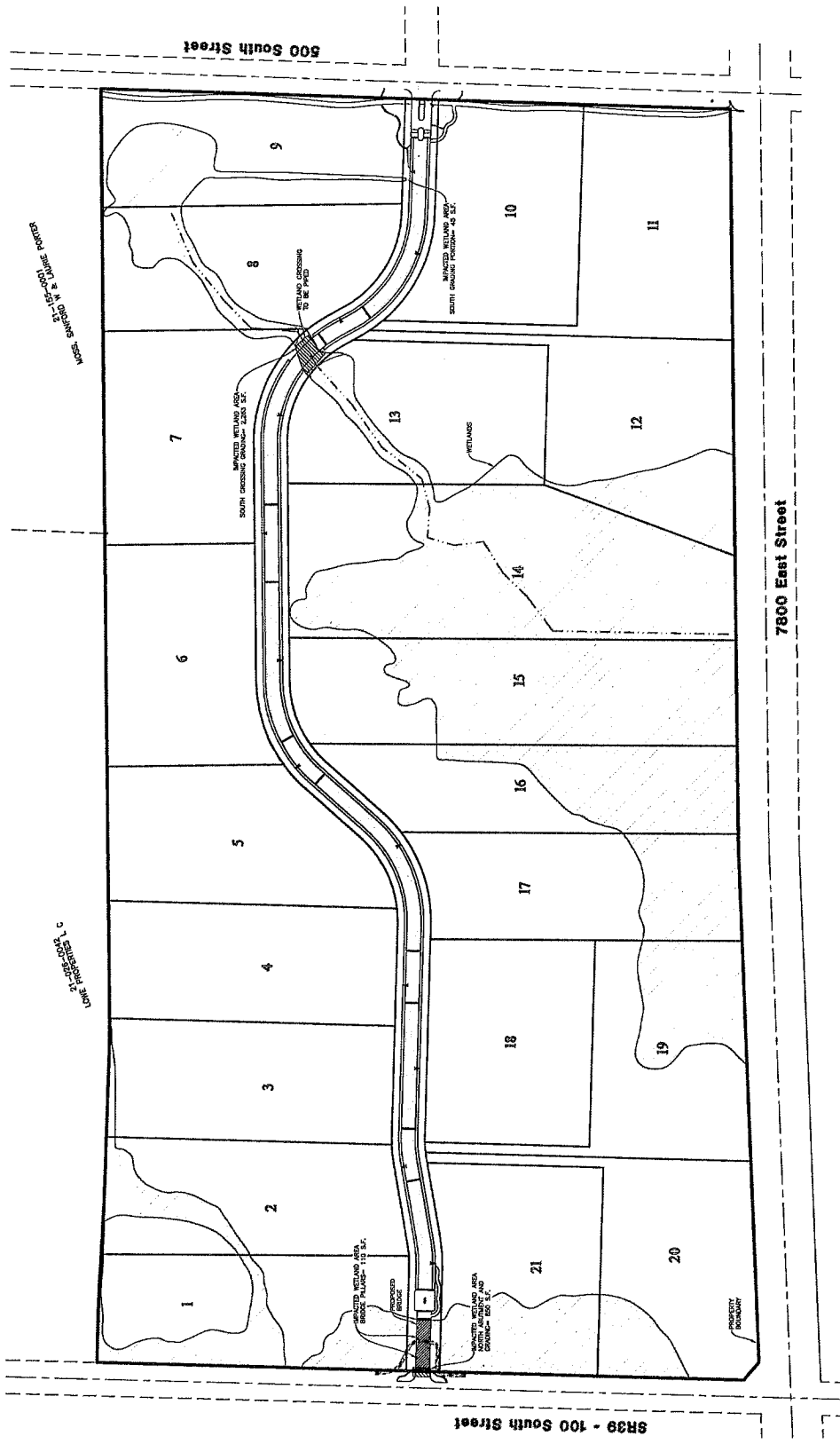
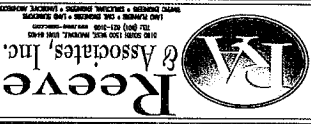
Parcel Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title (Authorized Agent): \_\_\_\_\_

Project info.
Engineer: JEREMY A. DRAPER, P.E.
Drafter: C. KINGSLEY
Begin Date: MAY 2021
Name: SAGE
Number: 7552-01



**Sage**  
**Bridge Exhibit**

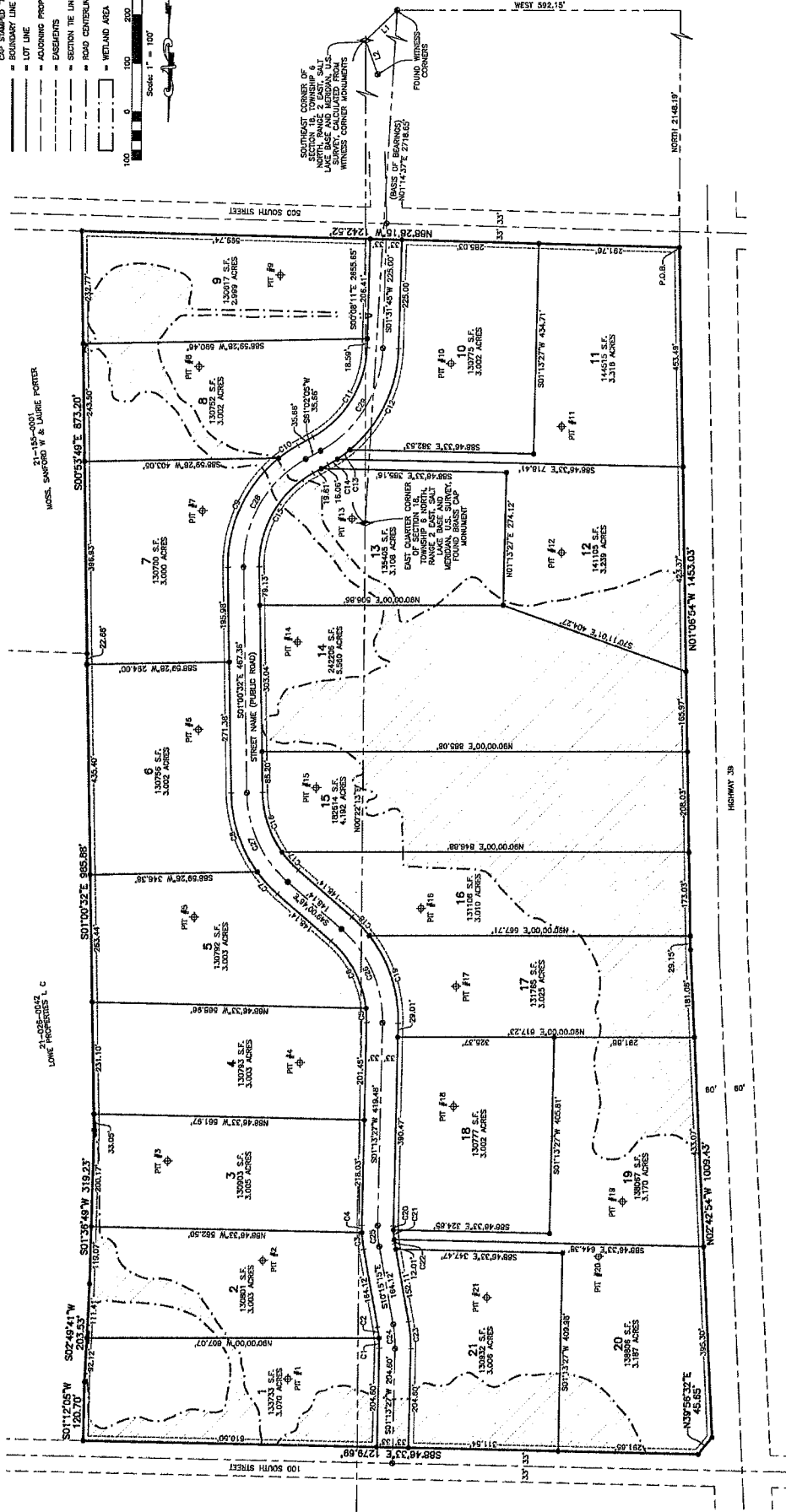
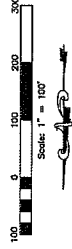
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# SAGE

PART OF THE EAST HALF OF SECTION 18 AND THE WEST HALF OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY  
HUNTSVILLE TOWN, WEBER COUNTY, UTAH  
JUNE, 2021

## LEGEND

- SECTION CORNER
- TEST PIT LOCATION
- STREET CENTERLINE MONUMENT
- SET 5/8" X 24" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
- LOT LINE
- ALLOTTING PROPERTY
- EXISTING
- SECTION TIE LINE
- ROAD CENTERLINE
- WETLAND AREA



**IRA & Associates, Inc.**  
101 WEST 42100 SOUTH, SUITE 200, SALT LAKE CITY, UT 84119

Project Info	
Surveyor	DAVID L. JORDAN
Client	REEVE & ASSOCIATES, INC.
Design	N. ANDERSON
Begin Date	6-1-2021
Name	SAGE
Number	2021-01
Revision	2021-01
Scale	1"=100'
Checker	

Weber County Recorder	
Entry	Filed For Record
And Recorded	In Book
Of This Official Records	Page
Recorded For	
Weber County Recorder	

Rel.



- E. No Member of the Huntsville Town Appeal Authority shall be a Member of either the Huntsville Town Council or the Huntsville Town Planning Commission. However, a Member of the Huntsville Town Council should be present at hearings to explain the decision under appeal.

#### 15.5.3 Organization - Procedures

- A. The Huntsville Town Appeal Authority shall:
1. Organize and elect a Chairperson;
  2. Adopt rules that comply with any Ordinance adopted by the Huntsville Town Council;
  3. Notify each of its Members of any meeting or hearing of the Appeal Authority;
  4. Provide each of its Members with the same information and access to municipal resources as any other Member;
  5. Convene only if a quorum of its Members is present; and
  6. Act only upon the vote of a majority of its convened Members.
- B. The Huntsville Town Appeal Authority shall meet at the call of the Chairperson and at any other times that the Huntsville Town Appeal Authority determines it necessary to meet.
- C. The Chairperson, or in the absence of the Chairperson, the acting Chairperson, may administer oaths and compel the attendance of witnesses.
- D. Meetings:
1. All meetings of the Huntsville Town Appeal Authority shall comply with the legal requirements of open and public meetings.
  2. The Huntsville Town Appeal Authority shall:
    - a. Keep minutes of its proceedings, showing the vote of each Member upon each question, or if absent or failing to vote, indicating that fact; and
    - b. Keep records of its examinations and other official actions.
  3. The Huntsville Town Appeal Authority may, but is not required to, have its proceedings contemporaneously transcribed by a court reporter or a tape recorder.
  4. The Huntsville Town Appeal Authority shall file its records in the office of the Huntsville Town Clerk.
  5. All records of the Huntsville Town Appeal Authority are public records.

~~E. A majority vote of the Huntsville Town Appeal Authority is necessary to reverse any order, requirement, decision, or termination of any administrative official or agency or to decide in favor of the appellant.~~

- F. Decisions of the Huntsville Town Appeal Authority become effective at the meeting in which the decision is made.
- G.<sup>9</sup> Following the meeting which the decision is made a written decision will be delivered by regular mail or hand delivered to the appellants address of record.

#### 15.5.4 Powers and Duties

- A. An Appeal Authority shall:
1. Act in a quasi-judicial manner; and
  2. Serve as the final arbiter of issues involving the interpretation or application of Land Use Titles.

<sup>8</sup> Amended 9-5-19: Changed from "The Concurring vote of three Members" to "A majority vote of the Huntsville Town Appeal Authority" *members present either in person or electronically*

<sup>9</sup> Amended 9-5-19: Added Letter G *attending*