

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING
Thursday, September 15, 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	Excused
Artie Powell	Council Member	Present
Beckki Endicott	Clerk	Present
William Morris	Legal Counsel	Zoom

Zoom: Attorney Bill Morris, Larry Taylor, Tony Hill

Citizens: Bill Wangsgard, Michaeline Wangsgard, Lt. Ryan, Ron Gault, Jared Anderson-Engineer, Todd Meyers-Project Manager for CW Lands, Chase Freebairn – CW Lands, Tia Monson, Marcus Keller, Bill White, Sheree Evans

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

2-Pledge of Allegiance led by Bill Wangsgard.

3-Opening Ceremony given by TCM Bruce Ahlstrom.

4-Public Comments: There were none.

5-Sheriff's Report: Lt. Ryan reported they are wrapping up the summer season. Most of the calls listed on the reports are listed as traffic stops. The boats are out of the water. The construction on Cemetery Point begins next week.

6-Discussion and/or action on Land Use Permit for Larry Taylor, remodel of Opal Probasco Garage, parcel #240170039. (See Attachment #1) Mr. Taylor stated he came before the Planning Commission for a Land Use Permit to remodel the historic garage located on Opal and Shorty Probasco's old property. The Taylor's had previously renovated the home. The garage sits in the set back on 100 South. The Taylor's are proposing extending the garage three feet to the east which would continue in the set back. The building is not quite square. The Taylor's would like to correct that in their renovation. Therefore, a variance is needed. The Planning Commission did not feel that they could approve the extension of the garage until the Taylor's came to the variance board. Chairperson Truett, Chair of the Appeals Authority, requested the Taylor's come to the Town Council for a recommendation for the Appeals Authority. Mayor Sorensen commented what a wonderful job the Taylor's did on the renovation of the old home.

TCM Anderson asked what the use of the garage is at this time and what the use would be after construction. Mr. Taylor stated the structure is not heated and is being used as storage. After construction it would be used for a garage. The center portion would be used for recreation since

the main home does not have any basement. They would like to add some multiuse space on the back of the garage.

Mayor Sorensen commented that the Taylor's need to go to Appeals Authority because of the setback issue. However, he believes that the variance is deserving under historic preservation. TCM Bruce Ahlstrom stated that variance requirements are listed in the Huntsville Town Code, 15.5.6 section B. He gave these references to help the Taylor's prepare their presentation. Beckki stated she is working on convening the variance board.

TCM Anderson asked about the setback requirement for an outbuilding. Several members confirmed that the setback requirement for side yard was 10 feet. Mr. Taylor stated the home was facing first street. The setback requirement would be 30 feet. Currently the garage is 6 feet off the property line.

TCM Anderson motioned to adopt the recommendation of the Planning Commission approving the Land Use Permit for construction and improvements on the south side of the building but denying the Land Use Permit on the north side, sending this item to the variance board for a hearing. TCM Bruce Ahlstrom seconded the motion. All vote Aye. 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

7-Discussion and/or action on approval of Ordinance 2022-8-25 adopting the Development Agreement and Final Plat for Sage Development. (See Attachment #2) Jared Anderson, engineer for Huntsville Town started the presentation. There have been two engineering reviews on this development. He stated the plan set was sent to him a week ago, and the engineering firm has addressed each item. There have been two comments from Mr. Anderson that have not been addressed. The first is approval on the sewer design from the Weber-Morgan Health Department. The second item is approval of the wetland's delineation from the Army Corps of Engineers. Mr. Anderson stated CW Lands has received approval from the State of Utah on the sewer system design. He anticipates the approval from Weber Morgan Health will come in short order. He also commented, in his experience, the wetlands have been well researched and worked. He does not anticipate that the wetland's map would change, therefore changing the plat map in any way.

Todd Meyers made a presentation regarding the project. (See Attachment #3) There were remarks about the paths that will surround the project, the entrance to the property, the design of the street, the landscaping, fencing and redesign of the secondary drainage. Mr. Meyers explained the homeowners will be held to design standards and the wetlands that surround their properties. The homeowners will meet with a design board that will inform them and require them to stake out the wetlands and their boundary lines. Todd stated with Town Council approval today, they will approve the improvements for the property. There will not be work on the improvements until they receive the approval of the wetlands and Weber-Morgan Health

Department. The division of the property will not happen until CW Lands can file the final plat. CW Lands will not be able to sell lots until that time. The bond will have to be posted prior to the work being done. TCM Anderson asked how big the bond is for the project. Todd Meyers stated that they have a requirement for a 10 percent bond for the project, but 100 percent after the improvements are completed. Todd Meyers stated CW Lands will hold the property for an entire year to make sure that everything is right. The Town will have the opportunity to accept the development after the first year. Anything not completed at that time will take bonding for 100 percent of the work that needs to be finished. Jared Anderson responded that the bond amount for the project is 1.9 million dollars. The amount of the project is 1.78 million and the contingency of 10 percent brings the amount to 1.9 million.

Todd Meyers also gave an update on the Weber Morgan Health Approval. The State is requiring two tanks prior to the drain field that will be located directly north and east of the Chevron on State Route 39. This will be a good location of the drain field. In addition, Weber Morgan Health is also going to require a septic tank at each home. CW Lands will adjust for the requirement at the homes and the plans will not have to be resubmitted to Weber Morgan Health. This should speed up the approval by the County.

Mayor Sorensen asked Todd Meyers about the UDOT roundabout planned on SR 39 at 100 South in Huntsville. The roundabout will take a lot of land from property owners on that intersection. Todd Meyers reported UDOT is in the environmental study phase of the project. CW Lands has been told that the funding phase is possibly out ten years. UDOT would like to move the project onto more of CW Lands property. This would affect lot #19. This lot is bigger to meet the expectations of the project. The project also affects lot #20.

Artie Powell entered the meeting at 7:45 p.m.

Mayor Sorensen asked Tony Hill, Attorney for CW Lands to speak to the bonding of the project. Attorney Morris has reviewed the bond. This is an A-rated bond company. Mr. Morris is comfortable with the bonding.

Mr. Morris also explained State Code 10-9A-604.5 allows developers to start construction improvements prior to recording the final plat. TCM Anderson asked if the improvements could be slowed in the Development Agreement. Mr. Morris responded additional requirements slowing the improvements were not put into this development agreement. The development agreement follows the state code. Since the development agreement has not been approved, the conditions would need to be added to the development agreement.

TCM Artie Powell asked if CW Lands had addressed the conditions in the notice of action sent by the Planning Commission. Todd Meyers talked about the wetlands and the Weber Morgan Health Department. Jared Anderson stated most of the comments have been addressed by Reeves and Associates. Mayor Sorensen reviewed the requirements and conditions in the notice of action. Beckki clarified that the Town Council is approving the final plat, but all improvements need to be approved by the Town Engineer. Mayor Sorensen pointed out that the development agreement and the final plat would be approved at the same time.

TCM Ahlstrom asked about approving the development agreement and final plat without the Army Corp approval. He wanted to know if the plat would be affected by changes the Army Corp could make. Todd Meyers responded that the development agreement indemnifies the Town from any changes that might be made by the Army Corp.

The Town Council members wanted to add the notice of action conditions from the Planning Commission to the development condition. Mr. Morris advised the TC to make this part of their motion and add the notice of action as Appendix D.

Additional questions were addressed to the attorneys regarding the development agreement.

- 1) Paragraph four (4), page 2, subsection B “Density” – TMC Anderson pointed out some concerns with the following:

If UDOT takes additional property from a lot making it non-conforming and the Developer owns said lot, then UDOT is presumed to have taken the value of the lot and the subdivision is reduced by that lot. In the event the owner of the lot has filed an application for a building permit it is vested under state law and any taking by UDOT that reduced the lot size below the standard shall render the lot a legal non-confirming lot.

TCM Anderson stated that this seems like double dipping to him. He believes the Developer should not be compensated for property that the homeowner where the homeowner is allowed to build. TCM Anderson concurs with the idea of the last sentence for the property owner, but the first sentence is problematic for him.

- 2) Paragraph five (5), page 4, “Authorized Development Activities.”

Authorized Development Activities. *Upon execution of this Agreement, the following activities related to the Project and development of the Property shall be authorized:*

- a. **Improvement Plans.** *The Town Engineer shall review and return comment on each improvement drawing within thirty (30) days of receipt.*
- b. **Final Plat.** *The Developer submitted the Final Plat to the Town on or about June 15, 2022, and the Final Plat has been reviewed by the Town Engineer who has issued a Memorandum consisting of items to be addressed, and such items shall be resolved before signing and recording of the Final Plat.*

TCM Anderson asked for an explanation regarding this paragraph. Attorney Tony Hill responded that this is according to state code. CW Lands is subject to the review by the Town Engineer and when the issues are resolved, they can go to final plat. Attorney Morris suggested that this would be a good place to add the requirement of being subject to the notice of action by the Planning Commission.

3) Paragraph six (6), subparagraph B, "Legislative Powers."

Notwithstanding this Section 6(b), the Project shall be limited to one (1) single-family home and any and all other structures or improvements allowed in accordance with the Governing Standards and Guidelines.

TCM Anderson asked the attorneys to explain what the intent of that sentence is in the context. Attorney Morris replied that the property owners would be allowed to build something else allowed in the zone, like a barn or an accessory building. Attorney Hill stated that sentence came as a request from someone in a work session. TCM Artie Powell stated he believes the sentence reads that the Development Agreement states that only one home be allowed in the entire Sage Development.

4) TCM Anderson asked Jared Anderson how the bonding requirements will work on this project. Jared Anderson stated that the firm that does the drawings, which in this case is Reeves and Associates, gives the Town Engineer a cost estimate for the project. He believes they have a good cost estimate that is included in the bond. The total amount of the project is bonded for. This is 1.9 million dollars. This has included the amounts of the sewer design. TCM Anderson asked the Town Engineer if he was comfortable that the Town is protected with the bonding amounts that are set forth. Jared Anderson replied that he is comfortable with the bonding agreement and the amount of the bond.

TCM Ahlstrom motioned to approve Ordinance 2022-8-25 adopting the Development Agreement and Final Plat for Sage Development with the amendments of adding exhibit D, the notice of action from the Planning Commission recommending five conditions be inserted into paragraph five, subsection b. In addition, in paragraph 6, subsection b shall read, "the Project shall be limited to one (1) single-family home per lot and any and all other structures or improvements allowed in accordance with the Governing Standards and Guidelines." Mayor Sorensen 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			

7-Discussion and/or action on approval of bid for the backup generator at the water treatment plant. (Attachment #4) Ron Gault stated he was here looking for backing of the only bid he had for a backup generator at the water treatment plant. He had come to the Town Council before, and the Town Council wanted him to seek an additional bid. Ron Gault talked with Brad Layton in length about his bid. The product that is being provided is unique and specialized. In addition, Brad Layton would be constructing the unit himself. Ron Gault has considered other options, but

in his opinion, there are no other options. He believes the cost of the project is considerable but in line with what the Town is asking Brad Layton to provide. The cost and effort to get the generator to Huntsville would exceed the bid that Brad Layton has provided. It would also take a lot of time to find another vendor. Huntsville Town would pay for the evaluations of the system to construct the same system. This project is qualified for the ARPA funds which have been distributed to Huntsville Town. **TCM Anderson motioned to approve the bid of \$30,000 by Brad Layton and hire him to complete the backup power generator project.** TCM Bruce Ahlstrom 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-Presentation by Zion's Bank regarding potential financing for the Community Center Project. (See Attachment #5) Marcus Keller introduced himself to the Town Council. He works in Zion's Public Finance. Mayor Sorensen called him regarding the possible financing of up to a million dollars on the new Huntsville Town Community Center.

He explained a general obligation bond which would go on the ballot of the election and raise property taxes for residents of Huntsville Town. To use legally available funds there are two different options.

1) A locally building authority would dedicate funds towards the bond. These are lease revenue bonds that can go out 20 years on the debt. The Fed is meeting soon to evaluate interest rates. It is a race to lock in rates prior to their meeting. Rates will continue to go up. Huntsville Town would have to hire bond council and create a local building authority. This would require public hearings and public notice. The process is lengthy and could typically take 90-100 days to secure funding. There will be lower interest rates on this option but higher upfront costs. School Districts, cities and towns use this option when constructing buildings because they have property to offer as capital. The interest rates on the examples should be looked like examples. The interest rates are moving targets.

2) Real Property lease is unique to Zion's Bank. Huntsville Town would be able to do this through the Town's own financing. It cuts out the local building authority. It is for smaller projects like a school district gym and or stadium seating. The costs up front are lower. It must be on property that Huntsville already owns. The interest rate is higher. It is a 15-year lease on fixed terms. The bank fees are lower. There is no prepayment penalty on this loan.

9-Discussion and/or action on payment to Ewing insecticide for tree treatment in the amount of \$3,700. (See Attachment #6) There is much to update on the status of the trees

in the park. The trees are being treated and the state forester has given Huntsville Town some ideas about how to move forward. This will be shared at another time when the TC is able to have additional time. TCM Bruce Ahlstrom motioned to approve the payment of \$3,700 to Ewing insecticide for the treatment of the trees in the park. 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			

10-Discussion and/or action on Resolution 2022-9-15 adopting a six-month moratorium on issuing any building permit on non-conforming or non-complying lots. (See Attachment #7) Beckki explained that the Appeals Authority felt it was imperative to make adjustment to the Huntsville Town Code regarding non-conforming lots. Beckki has noticed a public hearing for the Planning Commission in November. Attorney Morris is working on the amendments and the Planning Commission will start considering the changes. This resolution will formalize the moratorium. **TCM Anderson motioned to adopt Resolution 2022-9-15 adopting a six-month moratorium on issuing any building permit on non-conforming or non-complying lots.** TCM Bruce Ahlstrom seconded the motion. There was discussion on the purpose of a moratorium. TCM Anderson responded that the moratorium would provide some time to study some of the Huntsville legislation that may be problematic. Roll Call Vote. Three votes Aye. TCM Artie Powell voted to abstain. 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	

11-Approval of the Bills, August, 2022. **TCM Bruce Ahlstrom motioned to approve the bills for August, 2022.** TCM Anderson seconded the motion. All votes Aye. Motion passed.

TCM Anderson motioned to close the meeting. TCM Bruce Ahlstrom seconded the motion. All Votes Aye. **Meeting is adjourned at 9:15 p.m.**


Beckki Endicott, Town Clerk

To: Huntsville Town Appeal Authority

From: Lawrence W.D. Taylor
6813 East 100 South, Huntsville, UTAH 84317

Prepared August 31, 2022

Re: Preservation of Existing Brick Garage and Related Additions

This letter and related attachments have been prepared as a follow up to a recent presentation to the Huntsville Town Planning Commission on August 25, 2022. The proposal was to seek permission to modestly increase a pre-existing non-complying condition as part of the preservation and renovation of an historic building, prior to undertaking full engineering and architectural planning in preparation for a full formal presentation to the Town.

We believe that the Commission was comfortable with most aspects of the proposal, including the proposed approximately 8 foot expansion to the south which is well within current setbacks. However, the Commission indicated that the expansion of 3 feet to the east of the structure, which would modestly increase a pre-existing non-complying condition, will need approval from the Huntsville Town Appeal Authority.

Background: Approximately 6 years ago my wife and I purchased the home at 6813 East 100 South in Huntsville, which was the former residence of Harold and Opal Probasco. Built primarily of brick in approximately 1904, the home had been owned by the Probascos for approximately 60 years. Since our purchase, we have restored and renovated the home with a desire to maintain the home's historic design and context, as well as to strengthen and preserve the existing structure.

Proposal: We would now like to focus on the preservation and renovation of the existing brick garage/workshop and related additions.

Built in approximately 1900, we believe that the central brick core of the existing building is among some of the older, historic buildings in town. The building is flanked by two more modern additions which, combined, serve as a garage, workshop space and bathroom on the north and east sides of the building. These additions were permitted and built in 1979. There is also an unheated covered storage area on the south side of the building. In speaking with a resident who grew up in the home, we believe that the core brick building served as the residence for the (then) owner while the larger current home was being built. The septic system for the building was upgraded and permitted in conjunction with our recent home renovations and the relocation of the overall septic system for the property. Although fully permitted in 1979, portions of the existing additions on garage/workshop do not comply with current setbacks according to our most recent survey, as the north wall is closer to the property line than currently allowed.

In the following pages, we have attached:

- Recent photos of both the garage/shop building and the home,
- A copy of a recent survey showing the brick garage/shop and modern addition,
- An enlargement of the building from the survey which shows the brick building and the modern addition. This exhibit has dotted lines showing the proposed expansions of 3 feet to the east, and approximately 8 feet to the south,
- Conceptual drawings showing the proposed design and placement on the lot.

Our objectives are to preserve, repair and maintain the garage/workshop structure, featuring the brick building as the central core to an historical monitor-style barn/outbuilding. This would include preserving the existing brick structure by reinforcing the foundation and the walls as necessary, repairing the brick where it has weathered and worn away in various spots and replacing the existing roof. In addition, while maintaining the existing historical character, it is our intent to strengthen and modernize the existing additions by replacing them with new construction as well as to modestly increase the building's footprint on 2 sides.

The first change in the building footprint is to extend, enclose and heat the covered storage area on the south side of the building towards the south in order to match the size and shape of the addition on the north side, increasing its width from approximately 7.1 feet to 15.2 feet. (Note that the conceptual drawings show a few extra inches in the width of the side additions which will be corrected in the final drawings.). This addition falls well within the current required setbacks and other requirements. We believe that this change is permitted under the code under 15.17.3 - B, indicating enlargements must comply with all the regulations in the zone. We anticipate that the existing log cabin structure (which is not shown in the survey but appears in the photos) will be relocated. We believe that the Commission was comfortable with this portion of the proposal.

The second change in the building footprint would be to extend the eastern wall of the building further east by approximately 3 feet. The extension would not be any closer to the northern property line than the existing structure. The extension would increase the symmetry of the building's footprint while providing slightly more usable interior space, importantly including an ability to park two vehicles end to end. Given current front setbacks of 30 feet, a portion of this extension would not conform to current setbacks. As an integral part of this project to repair, maintain and preserve this historical structure we believe this modest extension should be allowed under several sections of the code. Given that the historic preservation use is available under the code in the use table, we believe this intentionally allows the Town discretion with respect to preservation projects including appropriate additions. We also believe that any perceived impacts are mitigated by the presence of the existing more modern additions and the modest nature of the extension as well as other limits the Town may impose.

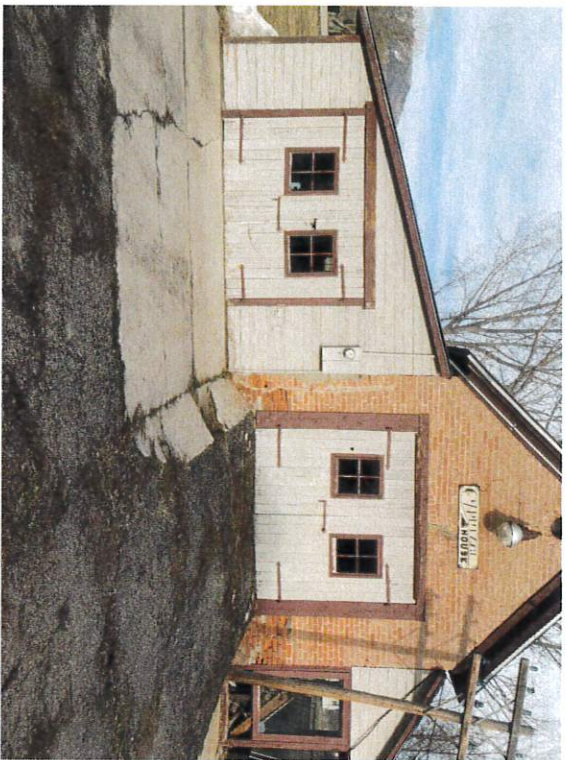
15.15.4 It is the policy of Huntsville Town to promote any sites and structures determined to have historical or archeological significance....

Table 15-1 Acceptable Uses By Zone

Historic structures, preservation of, including related accessory uses allowed as a conditional use

We appreciate your consideration and look forward to discussing details and answering any questions at the upcoming meeting. We will subsequently be submitting a full, detailed application.

Thank you for your consideration.



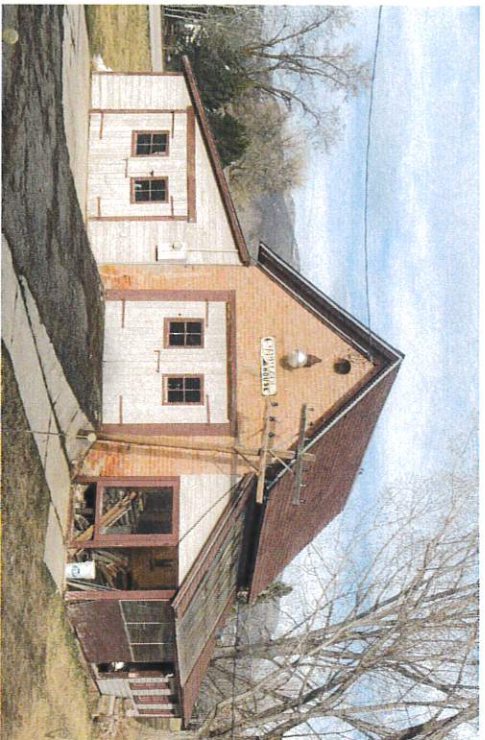
Garage west side



House east side



House north side



Garage west side as seen from house.



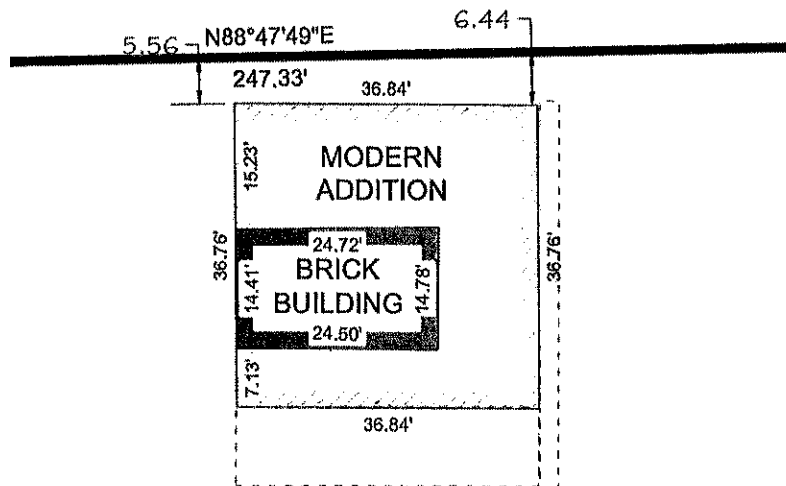
Garage south and east side.



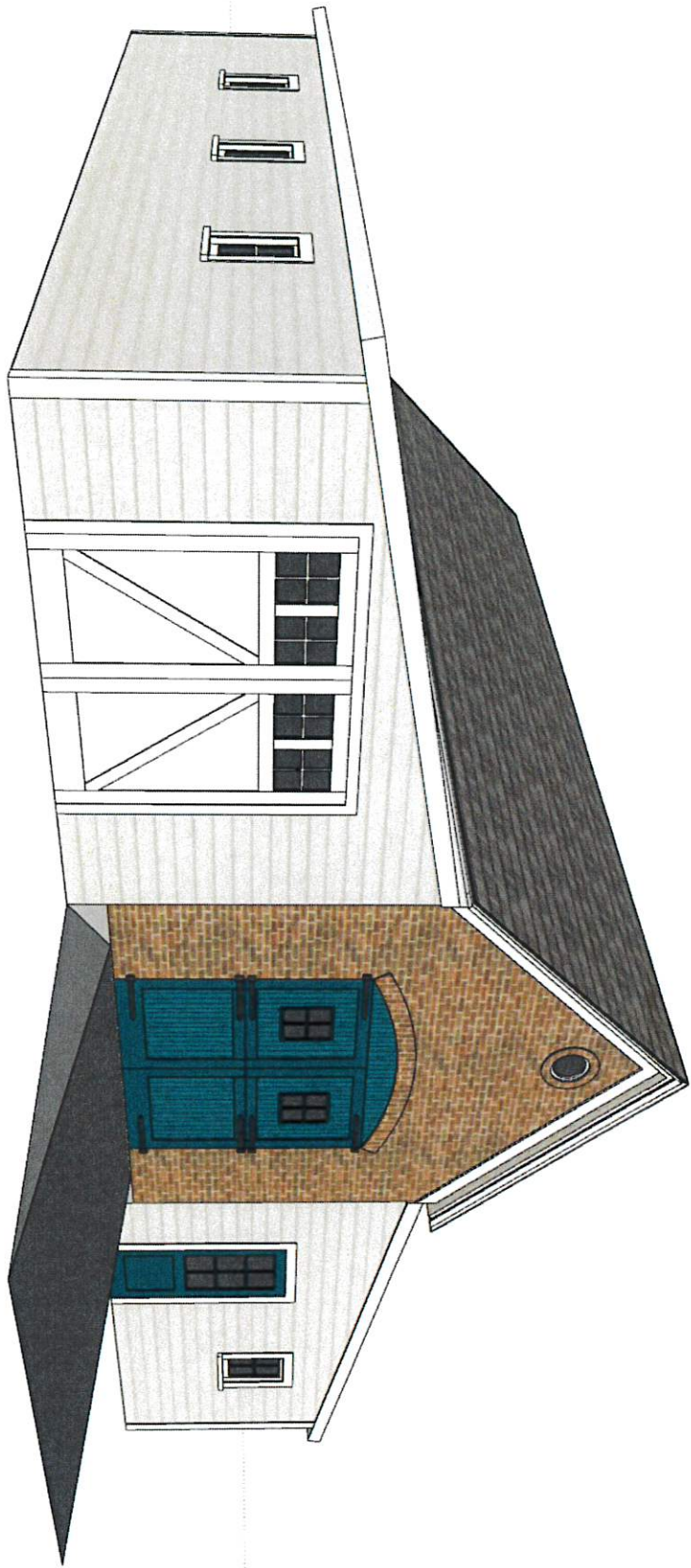
Garage east side.

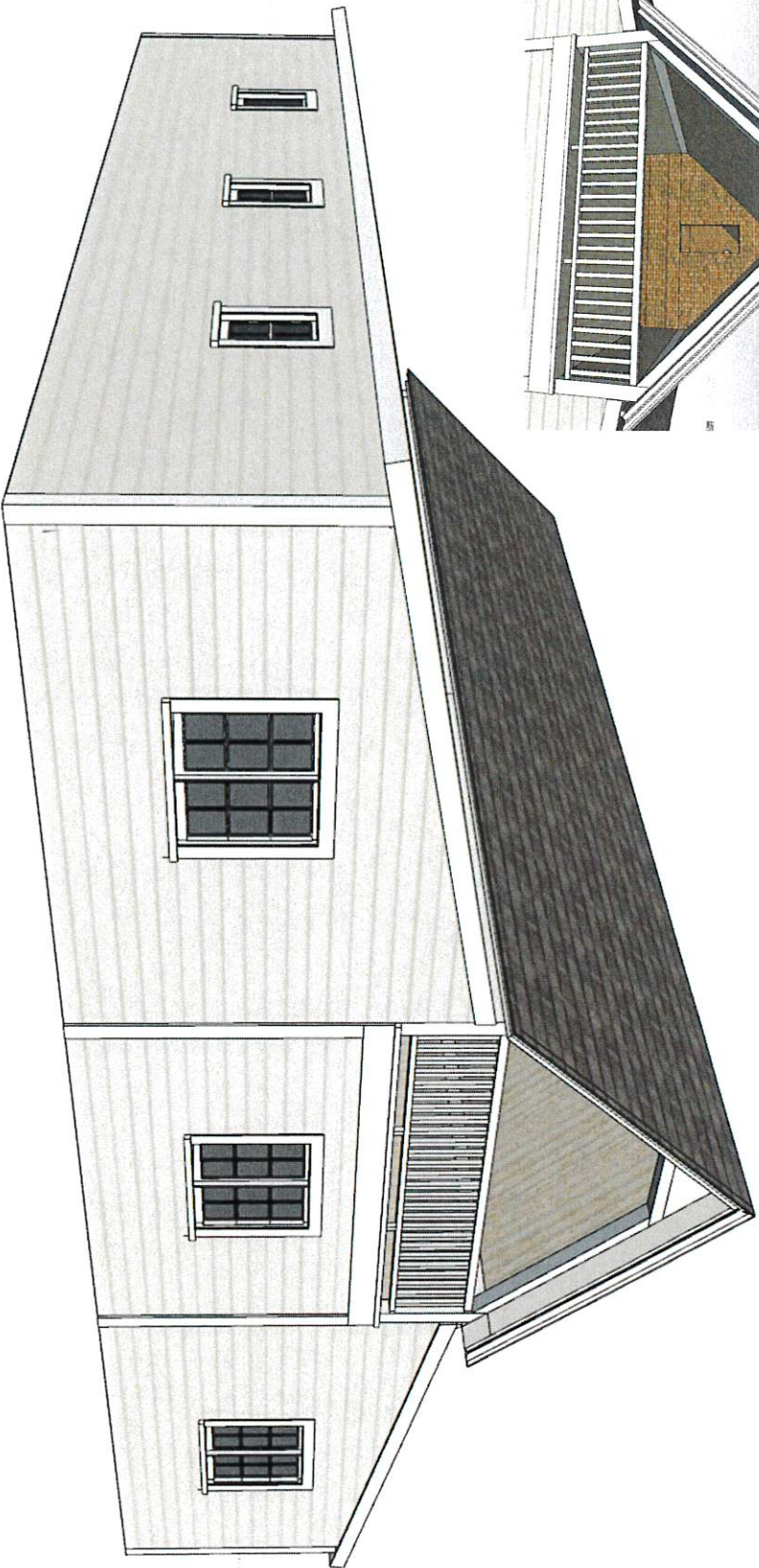
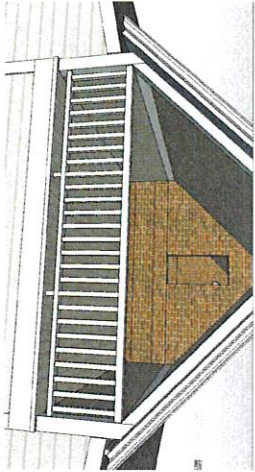


Garage east and north side.



LOT 5
LAWRENCE TAYLOR
PARCEL NO.240170039
CONTAINING: 0.75 ACRES

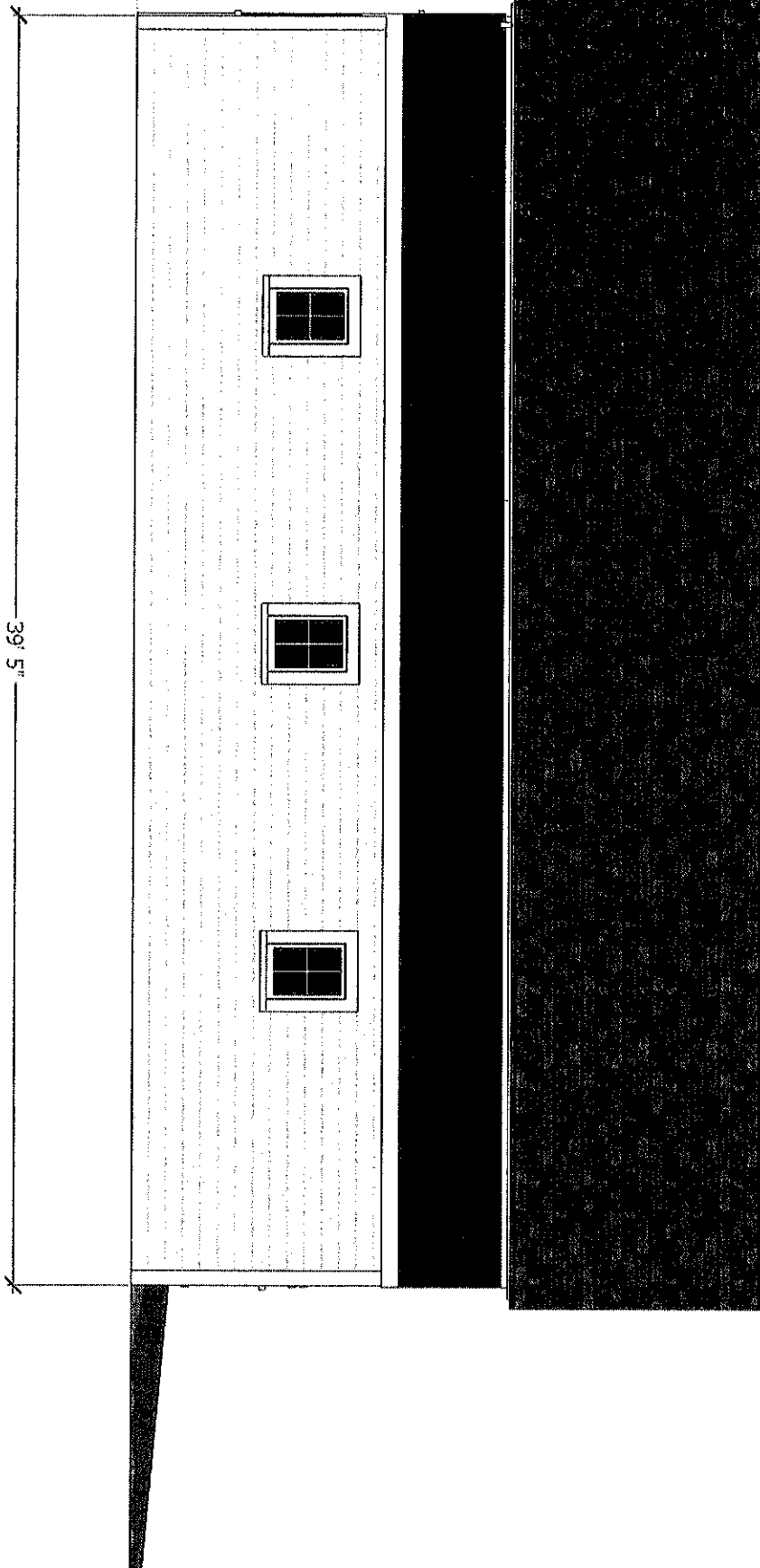




Roof extension on the center brick structure gives a continuous roofline from front to back to create that monitor barn shape. Utilizing a covered play area so that the original brick structure isn't completely enveloped by the extension. Brick remains exposed to the air and light.

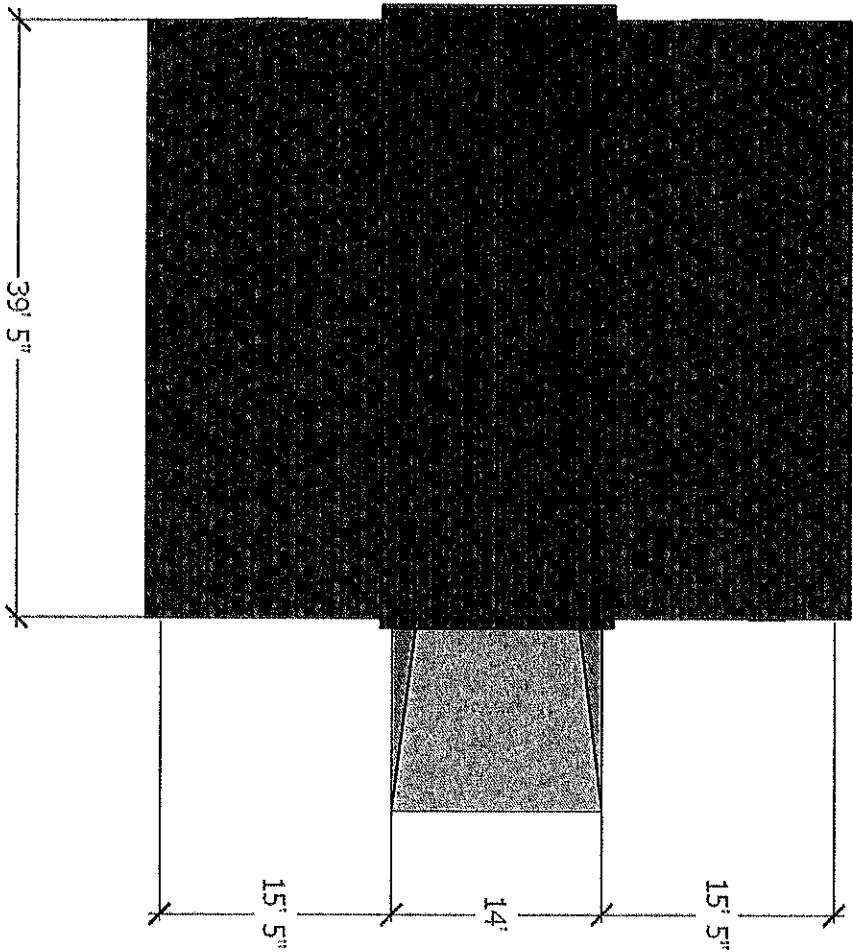
The south wing (right side) is a copy of the North (left side) existing wing. This gives us a symmetrical Monitor barn profile of a center structure with forbays.

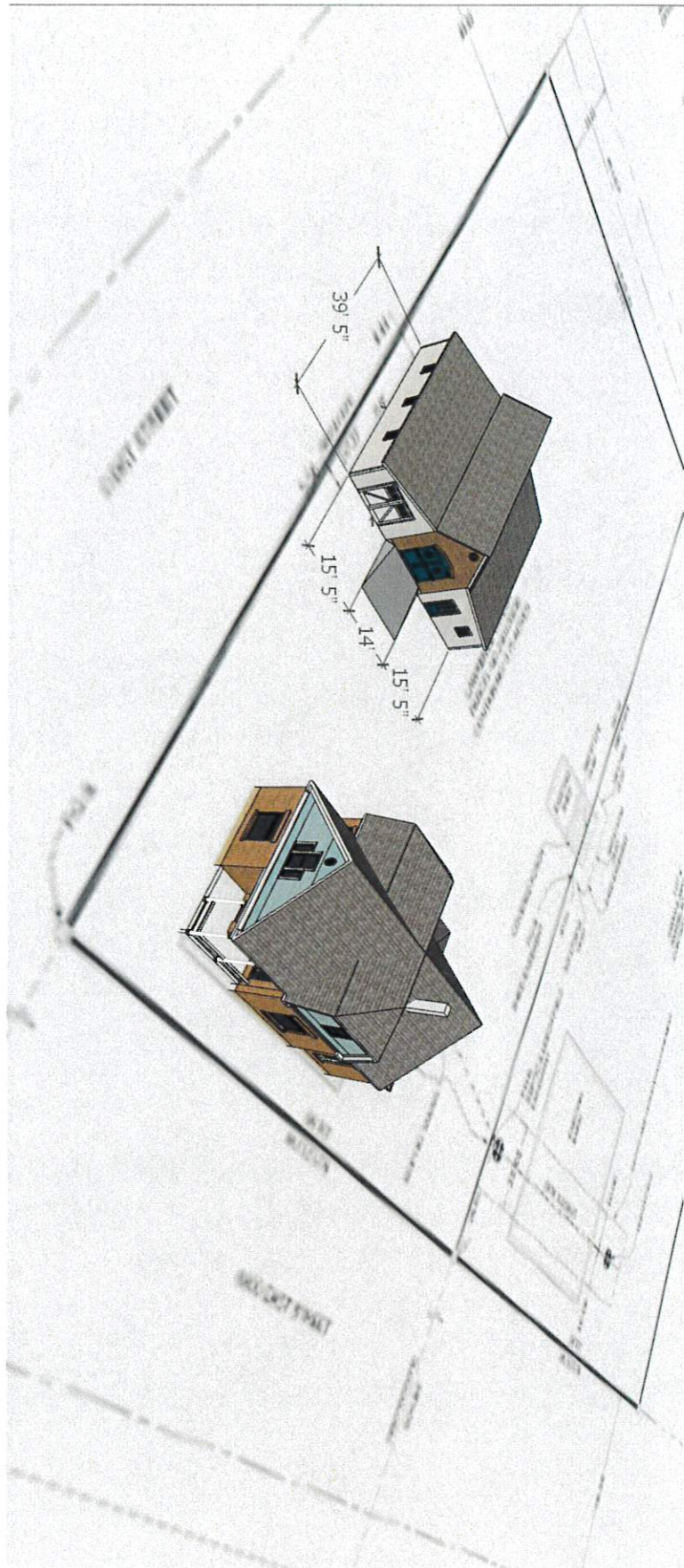




Covered play area accessed
through the original attic
doorway from inside center
structure,







BUILDING PERMIT APPLICATION

RECEIVE PERMIT WHEN STAMPED

6-13-79		Receipt No.	Date Issued	Permit Number
Proposed Use of Structure GARAGE		BUILDING FEE SCHEDULE		
Bldg. Address 10813 E 1st ST HUNTSVILLE UT		Square Ft. of Building 740	Valuation	
Address Certificate No.		<input type="checkbox"/> Rough Basement	Building Fees	
Assessor's Parcel No.		<input type="checkbox"/> Finish Basement	Plan Check Fees	
Lot #		Carport sq. ft.	Electrical Fees	
Block		Garage sq. ft.	Plumbing Fees	
Subd. Name & Number		Other	Mechanical Fees	
Property Location		Type of Bldg.	Water	
<input type="checkbox"/> If notes and bounds see instructions		No. of Dwellings	Sewer	
Total Property Area - In Acres or Sq. Ft. (2) TWO ACRES		No. of Bldgs.	Storm Sewer	
Total Bldg. Site Area Used		No. of Stories	Moving or Demol.	
Owner of Property Harold E. Probasco		Type of Construction	Temporary Conn.	
Phone 7453346		<input type="checkbox"/> Frame <input type="checkbox"/> Brick Var.	Reinspection	
City HUNTSVILLE UT		<input type="checkbox"/> Brick <input type="checkbox"/> Block <input type="checkbox"/> Concrete <input type="checkbox"/> Steel	Other	
Business Name Address 10813 E 1st St. HUNTSVILLE UT		Max. Occ. Load	Other	
Business Lic. No.		Fire Zone	Total	
Architect or Engineer 36 X 12 ft		Fire Sprinklers Req. <input type="checkbox"/> Yes <input type="checkbox"/> No	Comments: <i>Handwritten signature</i>	
General Contractor SELF		Building Inspector Signature	Plan Chk OK by <i>Handwritten signature</i>	
Business Address		Special Approvals	Required	Received
State Lic. No.		Board of Adjustment		
City/Co. Lic. No.		Health Dept.		
Electrical Contractor		Fire Dept.		
Business Address		Soil Report		
City/Co. Lic. No.		Water or Well Permit		
Plumbing Contractor		Traffic Engineer		
Business Address		Flood Control		
City/Co. Lic. No.		Sewer or Septic Tank		
Mechanical Contractor		City Engineer (off site)		
Business Address		Gas		
City/Co. Lic. No.		Comments:		
Previous Use of Land or Structure		Land Use Cert.		
Dwell. Units Now on Lot (ONE)		Electrical Dept.		
Assessory Bldgs. Now on Lot (THREE)		HiBack C.G. & S.		
Type of Improvement/Kind of Const.		Other		
<input type="checkbox"/> Sign <input type="checkbox"/> Build <input type="checkbox"/> Remodel <input checked="" type="checkbox"/> Addition		Bond Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Amount		
<input type="checkbox"/> Repair <input type="checkbox"/> Move <input type="checkbox"/> Convert Use <input type="checkbox"/> Demolish		Signature of Approval		
No. of off-street parking spaces:		This permit becomes null and void if work or construction authorized is not commenced within 120 days or if construction or work is suspended or abandoned for a period of 120 days at any time after work is commenced. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury.		
Covered				
Uncovered				
SUB-CHECK		Signature of Contractor or Authorized Agent <i>Handwritten signature</i>		
Zone		Date 6-13-79		
Zone Approved By		Signature of Owner (if owner)		
Disapproved		Census Tract	Traffic Zone	Coordinate Ident. No.
Approved		New B.L.U. Code No.		
Date		Old B.L.U. Code No.		
Sub-Ck. By		Certificates of Documentation		
Bathrooms in Feet				
Front	Side	Side	Rear	
Indicate Street if Corner Lot		PLOT PLAN		
		House or House & Garage if Attached		
		STREET		
Indicate North				

NOTE: 24 hours notice is required for all inspections.

NO. 24-017-0005 NAME

COUNTY WEBER CODE NO. 15-A

Address 6813 E 100 St CM

1 Jan 1952 10:11 AM

BY 1003 DIAGRAMED BY 1002 COMPUTED BY 1002 REVIEWED BY _____
AUDIT BY _____

AUDIT EX

[illegible]



NOTICE OF ACTION

TO: Huntsville Town Council
FROM: Huntsville Town Planning Commission
DATE: August 25, 2022
RE: Land Use Permit for Lawrence Taylor

In accordance with *Utah Code* 10-9a-202, or any similar notice that may be required under State Law or the Municipal Code, notice is hereby given that the Planning Commission, at its meeting on August 25, 2022 reviewed the Application for a Land Use Permit for 6813 E 100 S, Parcel #240170039 and in that meeting took the following action:

 X RECOMMEND APPROVAL of the Land Use Permit with the following exceptions:

1. Remodeling/restoration approved for the South Side of the building only, is approved. The north side of the building is in the setback and can not be approved by the Planning Commission at this time.

The Land Use Permit for Lawrence Taylor will now be reviewed for approval by the Huntsville Town Council at the next Huntsville Town Council Meeting. The date of the Town Council Meeting is Thursday, September 15, 2022, 6:45 p.m. at the Ogden Valley Library, 131 South 7400 East, Huntsville, Utah, 84317.

The decision of the Town Council may be appealed to the Town's Appeal Authority by filing a written such appeal within ten (10) calendar days from the date of the decision on the Application. The Appeal Authority must follow the code requirements. The Appeal Authority may uphold, modify, or reverse the decision of the Town Council or impose any additional requirements consistent with the Municipal Code. The decision of the Appeal Authority is final.



Shannon Smith, Clerk

EXHIBIT "A"

WHEN RECORDED, RETURN TO:

CW The Sage, LLC

Attn: Legal Department

1222 W. Legacy Crossing Blvd., Ste. 6

Centerville, UT 84014

Affecting Parcel No(s): 24-019-001; 24-019-0023; 21-026-0040 through 0041; and
24-019-0011 through 0013

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into as of the Effective Date (defined on the top of the first signature page below), by and between Huntsville Town, a municipal corporation of the State of Utah ("**Town**") and CW The Sage, LLC, a Utah limited liability company, or its permitted assigns ("**Developer**"). Town and Developer may be referred to herein individually as a "**Party**" or collectively, as the "**Parties**".

RECITALS

A. Developer is the owner of approximately seventy-three (73) acres of real property located in the Town, as is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (the "**Property**").

B. The Property was annexed into the Town pursuant to that certain *Annexation Agreement for Property Located at Huntsville Town, Weber County, Utah*, dated effective August 5, 2021, and recorded in the office of the Weber County Recorder on October 22, 2021 as Entry Number 3192269 (the "**Annexation Agreement**") and is currently zoned Agricultural Zone A-3 (the "**A-3 Zone**") under the Town's existing zoning ordinances. Developer desires to develop upon the Property a maximum of twenty (20) three-acre minimum single-family lots ("**Project**") consistent with the Agricultural Zone A-3 zoning ordinance and the Annexation Agreement.

C. Developer or its assignee shall design, develop, and construct common improvements within the Project in accordance with (i) applicable laws, rules, ordinance, and regulations, including the Town's zoning ordinance in effect on the date on which this Agreement is approved by the Huntsville Town Council, and (ii) the terms and provisions of the Annexation Agreement.

D. The Town has the authority to enter into this Agreement pursuant to Utah Code Ann. ("**Utah Code**") Section 10-9a-102(2) and relevant provisions of the zoning ordinance, and the Town desires to enter into this Agreement with the Developer for the purpose of establishing specific rights and obligations, in addition to those already vested in the Property through the Agricultural Zone A-3 zoning ordinance, Annexation Agreement, or otherwise, of the Town and the Developer with respect to the Project in accordance with the terms and conditions of this Agreement.

E. The Parties intend to be bound by the terms of this Agreement as set forth in Utah Code §10-9a-102

AGREEMENT

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

1. **Incorporation of Recitals.** The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. **Purpose.** The purpose of this Agreement is for the subdivision and development of land as legally described in Exhibit "A" and referred to as the "**Subdivision**" to be developed according to the terms of this Agreement.

3. **Zoning.** The Property shall be developed in accordance with the requirements of (i) the Annexation Agreement; (ii) the A-3 Zone and the Town Code and all other applicable land use regulations, standards, and specifications of the Town in effect as of the Effective Date of this Agreement ("**Town Land Use Regulations**"); and (iii) this Agreement. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to the terms of, Utah Code §10-9a-102(2). Notwithstanding this Agreement, the Parties remain subject to the approval and permit process, specifically related to subdivisions and building permits as provided in the Town Land Use Regulation, and any other applicable ordinances of the Town, and applicable state and federal law.

4. **Governing Standards and Guidelines.**

a. **Generally.** Subject to any deviations or modifications herein, the: (i) terms and provisions of the Annexation Agreement; and (ii) the Town A-3 Zone, and (iii) all other Town ordinances and regulations, including without limitation its Land Use Regulations, (collectively, the "**Governing Standards and Guidelines**"). All Developer submittals must comply with the Governing Standards and Guidelines. Any standards not addressed in this Agreement shall follow Governing Standards and Guidelines.

b. **Density.** The overall density for the Project shall not exceed twenty (20) residential dwelling units (the "**Maximum Lots**"). However, Developer may be further limited from developing the Maximum Lots by wetlands, topography, changes to highways, eminent domain acquisitions, the sale of any interests in the Property, including without limitation, under threat of eminent domain acquisition, or other limiting factors unrelated to this Agreement. Based upon current plans of the Utah Department of Transportation ("**UDOT**") for the Project widening S.R. 39 at 100 South Street, all lot size standards are anticipated to conform to the UDOT widening Project under UDOT's current plans. If UDOT takes additional property from a lot making it non-conforming and the Developer owns said lot, then UDOT is presumed to have taken the value of the lot and the subdivision is reduced by that lot. In the event the owner of the lot has filed an application for a building permit it is vested under state law and any taking by UDOT that reduced the lot size below the standard shall render the lot a legal non-confirming lot.

Remove
1st Sentence
if including
2nd Sentence

c. **Right-of-Way.** The sixty-six foot (66') wide and approximately two thousand four hundred fifty foot (2,450') long public right-of-way located within the development, and graphically depicted on the Concept Plan, shall be constructed and comply strictly with all requirements imposed by the office of the Weber County Fire Marshall, including without limitation those attached hereto as Exhibit "B", Town Land Use Regulations, Governing Standards and Guidelines (the "**Right-of-Way**"). Notwithstanding the terms and provisions contained in the Annexation Agreement, the Parties agree that the Right-of-Way shall be open to the public and no gates across the Right-of-Way shall be permitted. Additionally, the Association (as defined below) shall be responsible for the ongoing maintenance, repair, and general upkeep of the Right-of-Way including, without limitation, snow removal. No vehicle parking where posted "No Parking" by the

proper sign. In the event the homeowners' association fails to maintain the Right-of-Way to Governing Standards and Guidelines, the Town may provide written notice of such failure and a reasonable cure period to remedy the identified deficiencies. If the Homeowners' Association ("Association") fails to timely remedy the identified deficiencies to Governing Standards and Guidelines, then, upon expiration of the applicable cure period, the Town may, pursuant to Section 7 below, create a special service district (as defined in Utah Code §17D-1-102(11), or successor statute, to fund maintenance of the Right-of-Way, at which point the Town shall be charged with all ongoing maintenance, repair, and general upkeeping of the Right-of-Way including, without limitation, snow removal.

d. **Violations.** In addition to fines allowed under state law or the municipal code, where the Association is in violation of this Agreement or other agreement with the Town, then the Association may be fined by the Town, after a thirty (30) day cure period commencing upon written notice from the Town: i) \$500 for the first uncured offense and, ii) \$1,000 for the second uncured offense. The Town may also record a Certificate of Non-compliance on the Association common property area until cured.

e. **Pedestrian Trail and Landscaping.** Developer shall install a pedestrian sidewalk/trail as well as landscaping improvements along 500 South on the North side of the Right-of-Way (collectively, the "**Pedestrian Trail**"). The Pedestrian Trail shall be constructed pursuant to Developer's construction drawings and design standards and specifications approved by the Town. Bicycle access is also permitted on the Pedestrian Trail.

f. **Culinary Water.** Culinary water shall be provided by the Town and the Developer has already paid the agreed connection fees in accordance with the applicable Annexation Agreement. Developer shall construct the culinary water facilities to the Governing Standards and Guidelines as reasonably determined by the Town Engineer. Meters and installations costs shall also be paid by the lot owner at the time each building permit is issued.

g. **Secondary Water.** The Project is located within the service boundary of the Huntsville Irrigation Water Company (the "**Water Company**"). As such, Developer and the Water Company will finalize plans for Developer to connect to the Water Company's system for secondary water service. The Developer acknowledges that it and the Association shall not be entitled to connect to the Town's secondary water system nor shall Developer and the Association be obligated to pay any costs, fees, expenses, or other liabilities associated with the Town's secondary water system as a condition of development of the Project. Developer and the Association shall have no right to use culinary water for secondary or irrigation purposes.

h. **Sanitary Sewer.** The Weber-Morgan Health Department has required a sewer system in accordance with Utah Rule 317-4. The Developer is required to construct the required sewer system in accordance with Utah Rule 317-4 as applied by the Weber-Morgan Health Department. The Association is responsible for all operation, maintenance, repair, and replacement for the sewer system. The Town and Developer shall enter a Sewer Maintenance Agreement making the Association fully responsible for the sewer system and outlining responsibilities of the Parties.

i. **Wetlands.** All applicable regulations of the Army Corps of Engineers shall be followed with regards to the Project and preserved with a mutually approved Conservation Easement to be submitted as part of subdivision approval holding the Town harmless for the same. The Developer does not anticipate any changes to the current boundaries shown on the Final Plat of the wetlands delineated as already inspected by the U.S. Army Corps of Engineers. The Developer agrees to indemnify the Town and any lot owner from any liability arising from approval of the Final Plat and/or approval of the Conservation Easement by the Army Corps of Engineers.

j. **Flag Lots.** As part of the development, Developer will construct the shared driveway portion of the flag lots in accordance with the approved Improvement plans. For the length of the flag, the shared driveway shall be a minimum of twenty-six feet (26') wide.

5. **Authorized Development Activities.** Upon execution of this Agreement, the following activities related to the Project and development of the Property shall be authorized:

a. **Improvement Plans.** The Town Engineer shall review and return comment on each improvement drawing within thirty (30) days of receipt.

b. **Final Plat.** The Developer submitted the Final Plat to the Town on or about June 15, 2022 and the Final Plat has been reviewed by the Town Engineer who has issued a Memorandum consisting of items to be addressed, and such items shall be resolved before signing and recording of the Final Plat.

c. *Subject to the Notice of Actions as Exhibit "D"*
6. **Vested Rights and Reserved Legislative Powers.**

a. **Vested Rights.** Developer may develop the Project in accordance with the provisions of the Governing Standards and Guidelines and approvals to the full extent permitted under the laws of the Town, the State of Utah and the United States, (collectively, the "**Vested Rights**"). The scope of any "vested rights" is subject to Utah Code §10-9a-509 and Utah's applicable common law.

b. **Reserved Legislative Powers.** Pursuant to Utah Code §10-9a-532(2)(a), this Agreement is not intended to, and does not (i) limit the Town's authority in the future to enact a land use regulation; or take any action allowed under Utah Code §10-8-84. Neither does this Agreement require the Town municipality to change the zoning designation of an area of land within the municipality in the future; or contain a term that conflicts with, or is different from a standard set forth in an existing land use regulation that governs the area subject to this Agreement with the same procedures for enacting a land use regulation under Utah Code §10-9a-502, including a review and recommendation from the planning commission and a public hearing. is different from, a standard set forth in an existing land use regulation that governs the area subject to this Agreement, unless the legislative body approves this Agreement in accordance with the same procedures for enacting a land use regulation under Utah Code §10-9a-502, including a review and re commendation from the planning commission and a public hearing. Notwithstanding this Section 6(b), the Project shall be limited to one (1) single-family home and any and all other structures or improvements allowed in accordance with the Governing Standards and Guidelines.

c. **Applications and Legislative Powers.** The Town shall process each application of the Developer consistent with the Governing Standards and Guidelines and applicable ordinances and statutes.

d. **Indemnification.** Developer shall, at all times, protect, indemnify, save harmless and defend the Town and its agents, employees, officers, and elected officials from and against any and all claims, demands, judgments, expense, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the Parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to the failure to completely adhere to the Governing Standards and Guidelines, by Developer, Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this Agreement. Nothing in this provision shall be deemed to limit or impair Developer's rights or claims for contribution, indemnification, or

relief against Developer's contractors, subcontractors, or suppliers. Unless otherwise provided by this Agreement, Developer shall not be required to indemnify, hold harmless, or defend the Town from any claims or liabilities caused by, or resulting from, any negligent actions or failures to act by the Town or its agents, employees, officers, or contractors.

e. **Referendum.** In the event of a referendum for the approval of this Agreement, and if the Town in its sole discretion, subsequent to the approval of this Agreement, elects to defend against a referendum (including a referendum or similar ballot measure), the Developer shall reimburse the Town for any applicable attorney's fees, court costs, and any related costs of defending against the referendum so long as such defense is undertaken with counsel acceptable to and approved in writing by Developer. The Developer's obligation to indemnify the Town during any defense of a referendum shall be reimbursed within ten (10) business days of the Town providing written notice to Developer of the Town's receipt of a periodic or final invoice, a judgment, a settlement, or other obligation by the Town, which written notice shall include support satisfactory to Developer that the Town has actually incurred and paid the identified reimbursement costs. Developer's obligation to indemnify against the actual incurred and paid costs of defense shall exist if, and only if, such defense is undertaken with counsel acceptable to and approved in writing by Developer, regardless of the outcome of the referendum or decisions to modify or withdraw the approval.

7. **Special Assessment Areas or Limited Purpose Government Entities.** Subject to Section 4(c) above, the Town, in its sole discretion, may create a special service district pursuant to Utah Code §17D-1-101, et seq., or successor statute, to fund maintenance of the public Improvements following the Town's final acceptance of the same.

8. **Town Obligations.**

a. **Approval.** The Town Council grants approval of this Agreement and Final Plat as a legislative function and in accordance with Paragraphs 5 and 6.

b. **Improvements.** The Developer shall submit a list of itemized improvements and cost estimate to the Town Engineer who may approve, modify, or deny each itemized improvement and cost as is reasonable under the circumstances. The Town Engineer has thirty (30) days from receipt to review the list of itemized improvements. Upon approval by the Town Engineer, the list of itemized improvements, along with the cost estimate shall become the official list of Subdivision Improvements ("**Improvements**") and the list of improvements and costs is referred to as the "**Engineer's Cost Estimate**". The Engineer's Cost Estimate shall be the basis for the estimated total cost of the Improvements plus a ten (10) percent contingency to account for the "**Improvements**" related to this Subdivision. The Town Engineer may include any fees owed to Town related to the Subdivision as part of the Engineer's Cost Estimate, including but not limited to planning, inspection, and engineering fees that the Town will incur during the construction of the Subdivision through final acceptance of the Improvements. The Engineer's Cost Estimate shall be attached as Exhibit "C" and incorporated herein. Developer is responsible for the actual costs, including any overages, on the Project. The Developer shall provide the Town a surety bond by a minimum "A" rated bond agency.

c. **Acceptance.** The Town may, in its reasonable discretion, accept Improvements intended for public use and constructed by Developer, or Developer's contractors, subcontractors, agents or employees, if the Improvements meet Governing Standards and Guidelines applicable to the Project at the time of acceptance through the subdivision dedication process; provided, however, Town's acceptance of all applicable Improvements shall not be unreasonably

withheld, conditioned, or delayed. Subject to any provision herein to the contrary, following such approval and acceptance by the Town, the Town shall be solely responsible for all accepted Improvements pursuant to the Governing Standards and Guidelines.

d. **Dedication.** Except for septic systems, secondary water systems, and any other Improvement not maintained by the Town, the Improvements constructed as part of this Project shall be dedicated to the Town at final acceptance.

9. **Developer Obligations.** In addition to all other duties and obligations of the Developer required by this Agreement and the Governing Standards and Guidelines, Developer shall have the following obligations.

a. **Dedication of Improvements.** Developer shall dedicate to the Town free of any interest all Improvements. Developer shall also dedicate all roadways, easements, and other interests as shown on the Final Plat to the Town.

b. **Town Fees.** The property owner of each lot shall pay all duly imposed applicable fees owned to the Town, or other agency, for issuance of the building permit.

c. **Construction Mitigation.** Developer shall submit to a pre-construction meeting with the Town and other affected entities as needed. The Developer will following reasonable mitigation measures to mitigate the impact of construction within the Project on adjoining parcels. Owner shall also adhere to the usual and customary construction impact mitigation measures required by the Town, including the SWPPP requirements as mandated by the State of Utah, as such may be amended from time to time. Additional reasonable site-specific mitigation measures may be required. The following measures shall be included with as part of the construction drawings

i. Limit of disturbance, vegetation protection, and the re-vegetation plan for all construction, including construction of public improvements;

ii. Protection of existing infrastructure improvements from abuse or damage while new infrastructure improvements are being constructed;

iii. Construction traffic routing plan to minimize traffic impacts as approved by Town.

iv. Developer shall comply with all restoration landscaping requirements required by the U.S. Army Corps of Engineers and as may be specified in the Governing Standards and Guidelines.

v. Developer shall design and engineer all subdivision Improvements in compliance with applicable standards.

10. **Default.** An "Event of Default" shall occur under this Agreement if any Party fails to perform its obligations hereunder when due and the defaulting Party has not performed the delinquent obligations within ninety (90) days following delivery to the delinquent Party of written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 90-day period, a Party shall not be in default so long as that Party commences to cure the default within that 90-day period and diligently continues such cure in good faith until complete. Prior to either Party exercising any default remedies set forth in Section 10(a), the non-defaulting Party hereby agrees to meet and confer with the defaulting Party to explore and determine, in good

faith, a mutually acceptable resolution to cure the default or an acceptable plan to cure the default in the future.

a. **Remedies.** Upon the occurrence of an Event of Default, the non-defaulting Party shall have the right to exercise all of the following rights and remedies against the defaulting Party:

1. All rights and remedies available at law and in equity, including injunctive relief, specific performance, and termination, including attorney's fees to the prevailing Party.

2. The right to withhold all further approvals, licenses, permits, or other rights associated with the Project or development activity pertaining to the defaulting Party as described in this Agreement until such default has been cured.

3. The right to draw upon any security posted or provided in connection with the Property or Project by the defaulting Party.

The rights and remedies set forth herein shall be cumulative.

11. **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, by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below:

To the Developer: CW Land Co., LLC
Attn: Colin Wright
1222 W. Legacy Crossing Blvd., STE 6
Centerville, Utah 84014
colin@cw.land

With a copy to: CW Development Group, LLC
Attn: Tony Hill
1222 W. Legacy Crossing Blvd., STE 6
Centerville, Utah 84014
tony@cw.land

To the Town: Beckki Endicott, Town Clerk
PO Box 267
Huntsville, Utah 84317
bendicott@huntsvilletown.com

12. **Payment of Fees.**

a. **General Requirement of Payment of Fees and Costs.** Developer and/or an assignee shall pay to the Town all fees in amounts and at times specified in the Governing Standards and Guidelines. In order to facilitate the Town's third-party engineer to timely review the Improvement plans, the Town shall send to Developer an invoice identifying a retainer payment equal to Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) (the "**Retainer**"), which amount Developer shall pay to the Town within ten (10) business days of receipt. Thereafter, the Town agrees to solely use the Retainer to pay its third-party engineer for costs arising from its review of the Improvement plans.

b. **Reimbursement for "Upsizing"**. The Town shall not require Developer to "upsized" any public improvements (i.e., to construct the improvements to a size larger than required to service the Project) unless the Town agrees to compensate Developer for the pro rata costs incurred as a result of such upsizing. Compensation to Developer for any "upsizing" of the public improvements shall be agreed to by Developer and the Town as a part of a customary reimbursement agreement which may be entered into by such Parties.

13. **Security.**

a. **Bonding.** With respect to development of the Project, the Parties agree that the only required bonding for the Project shall be governed by this Section 13(a). Additionally, the Parties agree and acknowledge that, following approval of the Improvement, Developer is expressly authorized to post a surety bond issued by a reputable company and approved by the Town Attorney (the "**Bond**") to satisfy all bonding requirements for the Project. Developer's Bond obligations shall be as follows:

i. **Ten Percent (10%) Bond.** Upon approval of the Improvement Plans and the Engineer's Cost Estimate, which review, and approval shall not be unreasonably withheld, conditioned, or delayed, and prior to the Developer commencing any Improvements (as identified in the Improvement plans) within the Project, Developer shall post a Bond equal to ten percent (10%) of the Engineer's Cost Estimate (the "**10% Bond**"), and

ii. **Plat Recordation.** At recordation of the final plat, Developer shall replace the 10% Bond with a new Bond equal to the amount of the incomplete Improvements (as identified in the Improvement plans) for the Project.

b. **Warranty.** The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of one (1) year from the date that the Town accepts the improvement when completed by the Developer and as requested by the Developer for conditional acceptance as provided by law.

14. **General Terms and Conditions.**

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

b. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors, and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a "**successor**" includes a Party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such Party's submission of land use applications to the Town relating to the Property or the Project.

c. **Non-Liability of Town Officials and Employees.** No officer, representative, consultant, attorney, agent, or employee of the Town shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the Town, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

d. **Third Party Rights.** Except for the Developer, the Town, and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express

intended beneficiaries of this Agreement, this Agreement shall not create any rights in and/or obligations to any other persons or parties. The Parties acknowledge that this Agreement refers to a private development and that the Town has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the Town has accepted the dedication of such improvements

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

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

g. **Agreement to Run With the Land.** This Agreement shall be recorded in the office of the Weber County Recorder against the Property and is intended to and shall be deemed to run with the land and individual parcels and shall be binding on and shall benefit all successors in the ownership of any portion of the Property. No later than ten (10) days after the Town enters into this Agreement, the Town shall cause the same to be recorded in the office of the Weber County Recorder.

h. **Performance.** Each Party, person, and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other Party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of the final plat, certificates of occupancy or other approvals associated therewith.

i. **Applicable Law.** This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

j. **Construction.** This Agreement has been reviewed and revised by legal counsel for both Town and Developer, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

k. **Consents and Approvals.** Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any Party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the Town shall be given or withheld by the Town in compliance with this Agreement and the Town Ordinances.

l. **Approval and Authority to Execute.** Each of the Parties represents and warrants as of the Effective Date this Agreement, that each has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

m. **Estoppel Certificate.** If no default has occurred in the provisions of this Agreement and upon ten (10) days prior written request by Developer or an assignee, the Town will execute an estoppel certificate to any third party, certifying that Developer (or an assignee) at that time is not in default of the terms of this Agreement.

n. **Termination.**

i. Notwithstanding anything in this Agreement to the contrary, the term of this Agreement shall be until ten (10) years after this Agreement is recorded (unless earlier terminated or modified by written amendment as set forth below). The Term may be extended by mutual agreement of the Parties for up to two (2) periods of five (5) years each, which extensions shall be granted if Developer has not been notified by Town of any default hereunder, or if any noticed default is in the process of being cured as provided for herein. However, the provisions that apply to the Association shall continue in perpetuity.

ii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the Town and the defaulting Party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

15. **Assignability.** The rights and responsibilities of Developer under this Agreement may not be assigned in whole or in part by Developer without the prior written consent of the Town, which consent shall not be unreasonably withheld, conditioned, or delayed. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

16. **Sale or Conveyance.** If Developer sells or conveys parcels of land, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, requirements, and density as applicable to such parcel and be subject to the same limitations and rights of the Town as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the Town except as otherwise provided herein.

17. **No Waiver.** Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the Party intended to be benefited by the provisions, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

18. **Severability.** If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

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

20. **Integration.** This Agreement constitutes the entire understanding and agreement between the Parties, and supersedes any previous agreement, representation, or understanding between the Parties relating to the subject matter hereof; provided, however, that the zoning ordinance and the Town Master Plan shall govern the procedures and standards for approval of each subdivision and public improvement.

21. **Remedies/Costs of Enforcement.** Either Party hereto may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement. In the event of an Event of Default by Developer or in the event of a default hereunder by the Town, that Party shall be liable for all reasonable costs and expenses incurred by the other Parties enforcing the provisions of this Agreement, whether or not legal action is instituted.

22. **Amendment.** This Agreement may be amended only in writing signed by the Parties hereto. All amendments to this Agreement shall be considered by the Town Council if and as applicable in accordance with the requirements and procedures set forth in the zoning ordinance. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in any specific lot, unit, or other portion of the Project.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective, duly authorized representatives as of the ____ day of _____, 2022 (the “Effective Date”).

TOWN:

HUNTSVILLE TOWN

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF UTAH)
 §
COUNTY OF WEBER)

On this ____ day of _____, 2022, personally appeared before me _____, 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 this Development Agreement on behalf of Huntsville Town, and who duly acknowledged to me that she / he executed the same for the purposes therein stated.

(Notary Public)

(Seal)

[Developer Signature and Acknowledgement Page Follows]

DEVELOPER:

CW The Sage, LLC,
a Utah limited liability company

By: _____
Name: _____
Title: Authorized Representative

STATE OF UTAH)
 §
COUNTY OF DAVIS)

On the ____ day of _____, 2022, personally appeared before me _____, who being by me duly sworn, did say that she / he is the Authorized Representative of CW The Sage, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said CW The Sage, LLC with proper authority and duly acknowledged to me that he executed the same.

(Notary Signature)

(Seal)

EXHIBIT "A"

Legal Description of the Property

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, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 500 SOUTH STREET AND THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 39, SAID POINT BEING NORTH 2148.19 FEET AND WEST 592.15 FEET FROM A FOUND WITNESS CORNER TO THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 39 THE FOLLOWING TWO (2) COURSES: (1) N01°06'54"W 1453.03 FEET; AND (2) N02°42'54"W 1009.43 FEET; THENCE N39°56'32"E 45.65 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE S88°46'33"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1279.69 FEET TO AN EXISTING FENCE; THENCE ALONG SAID EXISTING FENCE THE FOLLOWING FIVE (5) COURSES: (1) S01°12'05"W 120.70 FEET; (2) S02°49'41"W 203.53 FEET; (3) S01°36'49"W 319.23 FEET; (4) S01°00'32"E 985.88 FEET; AND (5) S00°53'49"E 873.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 500 SOUTH STREET; THENCE N88°28'15"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1242.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 72.021 ACRES MORE OR LESS.

EXHIBIT "B"

Weber County Fire Marshall Right-of-Way Requirements

See image below showing Weber County Fire Marshall's approval if the requirements established on that certain *Plan Review*, reviewed by David Reed, Fire Marshal, dated July 6, 2022, for the Sage Subdivision are followed. Although not attached to this Agreement, the Plan Review is expressly included and made a part of this Agreement by this reference.

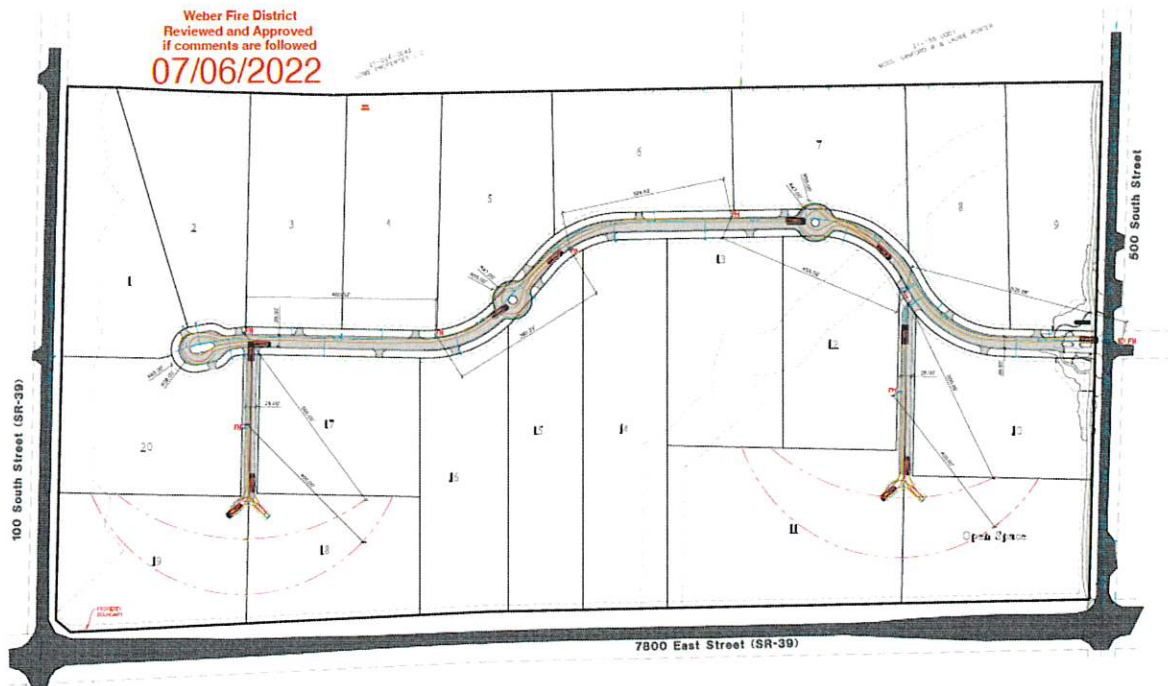
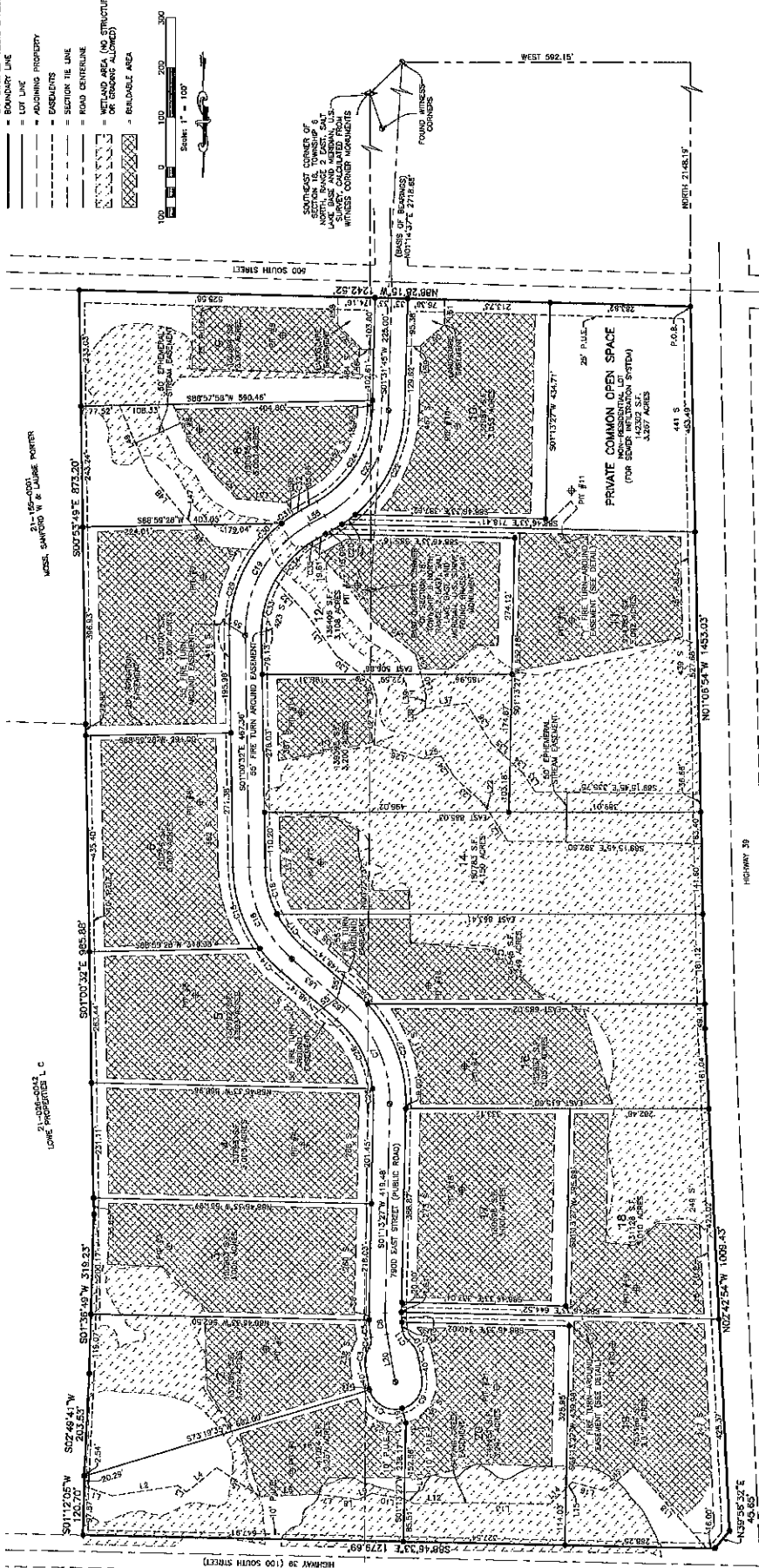


EXHIBIT “C”

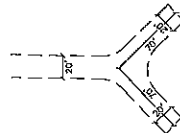
Engineer's Costs Estimate

[TO BE PROVIDED BY TOWN ENGINEER]

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
AUGUST, 2022



“Y” FIRE TURN-AROUND EASEMENT DETAIL



**Reeve
& Associates, Inc.**
5515 N. 130th N., Plymouth, MN 55443

Project Info.	
Surveyor:	T. MATCHETT
Designer:	N. ANDERSON
Begin Date:	8-5-2012
Name:	SAGE
Number:	7552
Revision:	1-10
Scale:	
Checked:	

Weber County Recorder
Entry No. _____ Filed For Record _____
At _____ and Recorded, in Book _____
Of The Official Records, Page _____
Recorded For: _____

Weber County Recorder
Deputy: _____

111°45'50"W

111°45'40"W

111°45'30"W

111°45'20"W

41°15'40"N

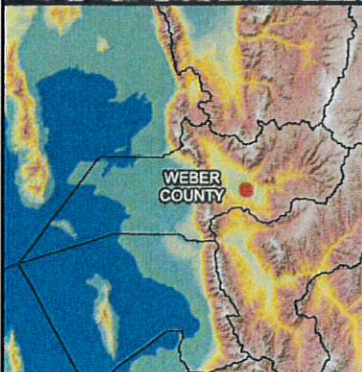
41°15'30"N

41°15'20"N

41°15'40"N

41°15'30"N

41°15'20"N



Survey Area (73.4 acres)

Data Point

Observation

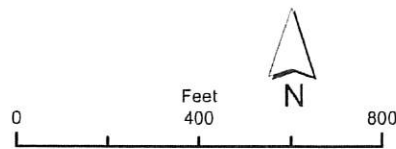
Upland

Wetland

PEM

R5

Delineation field work
completed 10/28/2020 &
10/01/2021



Sage Huntsville 73

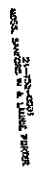
Figure 2

Revised Wetland
Delineation Map
October 18, 2021



MARTIN & NICHOLSON
ENVIRONMENTAL CONSULTANTS^{LLC}

21-0266-0100
CONE PROFILES - 2



7-10-1964

-

SOUTHEAST DIVISION OF
SECTION 16, TOWNSHIP 2
RANGE, RANGE 2, EAST, SECT
1000, 1000 AND 1000, 1000
SOUTH, 1000, 1000, 1000
WEST, 1000, 1000, 1000

101 Building Envelope

Date: June 15, 2022
To: Mayor Richard Sorensen, Beckki Endicott, Huntsville Town Planning Commission
From: Jared Andersen
Subject: Final Plan Review #1

Final Plan Subdivision Review – 6/15/22

In accordance with Subdivision Ordinance 15.25.1.7 – 15.25.1.11.

Please provide the following:

15.25.1.8 B. 13a. – Verify all boundary corners have been placed.

15.25.1.9 A. – Provide copy of utility contracts with electric company, gas company, data service provider to the subdivision.

Comments:

Final Plat

1. Label road as Public Road if road is to be public.
2. Recommend Building envelope be shown for each lot on the plat.
3. Surveyors Certificate needs to be signed and dated by Professional Surveyor.

Sheet 2

1. UDOT Detail not needed.

Sheet 3

1. Utility Easement for Storm Drain needed from ROW to approximately Sta. 1+50.
2. Utility Easement needed for water line from ROW of proposed road to ROW of SR-39.
3. Define PSS Linework.

4. If PSS is pressure sewer line, who will maintain line, pumps, septic tank, leach field and where is this defined. Please provide.
5. Provide Flag Lot Driveway detail
6. If this road is a public road, show culverts under each driveway.
7. There appears to be an extra lateral to lot 20.
8. Add details for thrust blocks with calculations.
9. Provide detail for air vac on secondary water line.
10. Add details for air vac on culinary water line.
11. Call out all 8" water line valves.
12. Show 45 on culinary water at station 0+10 to level out before valve.
13. Add details for culinary water valve.
14. Provide detail for water service connection.
15. Provide detail for Fire Hydrant.
16. Provide culinary water line trench detail.
17. Provide detail for PPS trench.
18. Provide detail for sewer lateral detail for each lot.
19. Call out how the PPS line will terminate.
20. Provide detail for low pressure pump for each lot (assuming this will be used)
21. Provide detail for Storm Drain Line trench.
22. Provide detail for Storm Drain catch basin.
23. It appears there are two secondary water meters for lot 21.
24. Show storm water calculations for Station 7+08 to end of cul-de-sac.
25. Driveway for Lot 19 and 20 quite steep. Show initial grading of lot at percent approved by fire.

Sheet 4

1. Show culinary water meter for lot 15.

Sheet 5

1. Add note: Contractor to verify elevation and location of existing water line in 500 South prior to construction. Contractor to verify with Huntsville Water if any changes need to be made for design prior to construction.
2. No water lateral needed for lot 11.
3. Verify coverage between bottom of swale and top of 36" pipe at station 21+40 +/-.
4. Where does storm water go at station 24+17.
5. Show detail of approach. Curb, raised island, etc..

Sheet 7

1. Lot labeled Open Space is labeled 11-R on plat. Please clarify
2. Define utility easement and how that will work for sewer (for example entire lot easement)
3. Recommend LID not be included in Storm Water calculations considering high water table.

4. Provide detail for path running along 500 South the distance of the project.

Sheet 9

1. Provide easement for Large Underground Wastewater Disposal System and PPS leading to system.
2. Provide design for Large Underground Wastewater Disposal System.

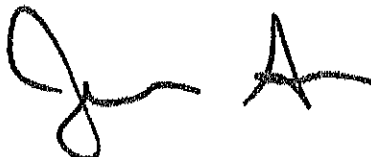
General Comment

1. Provide approval of final design and final approval letter from Weber Fire District.
2. Provide approval of final design and final approval letter from Weber Morgan Health Department.
3. Provide approval of final design and final approval letter from Army Corp.
4. Provide approval of final design and final approval letter from Secondary Water Company.
5. Development Agreement (DA) says public road, plat says private. Update Plat or DA.
6. Provide Cost Estimate for financial guarantee.
7. Per 15.25.1.9 B As-built Plans shall be required prior to Huntsville Town Council acceptance for maintenance of roads. Upon the developer's completion of the construction of roads and utility lines, the developer's Engineer shall prepare and submit As-built Plans for all improvements for the approval of the Huntsville Town Engineer and the acceptance of roads for maintenance by Huntsville Town at which time the financial guarantee can be released.
8. Please review and agree with 15.25.1.10 A – 15.25.1.10 B.
9. Provide letter from Secondary Water Company approving design of drawings.
10. Provide Geotechnical report for public road.
11. Numbered lots on sheets 6-10 do not match lots on sheets 3-5.
12. How is air being addressed in pressure lines at station 19+10.

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

Please provide response to each comment.

I do not recommend final approval until all comments have been addressed.



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

Date: August 12, 2022
To: Mayor Richard Sorensen, Beckki Endicott, Huntsville Town Planning Commission
From: Jared Andersen
Subject: Final Plan Review #2

Final Plan Subdivision Review – 8/12/22

In accordance with Subdivision Ordinance 15.25.1.7 – 15.25.1.11.

Please provide the following:

15.25.1.8 B. 13a. – Verify all boundary corners have been placed.

15.25.1.9 A. – Provide copy of utility contracts with electric company, gas company, data service provider to the subdivision.

Comments:

Final Plat – drawings received 8/3/2022 via email

1. Surveyors Certificate needs to be signed and dated by Professional Surveyor.

Improvement Plans – Revision #17 6/28/22

Sheet 2

1. Add contact information for the following entities:
 - a. Weber Morgan Health Department
 - b. Fire District
 - c. Huntsville Water Works
 - d. Huntsville Secondary Irrigation
 - e. Huntsville Water
 - f. Army CORP

2. Add the following note, 'Contractor shall not disturb any delineated wetlands as shown on the drawings with exception of the approved disruption by Army CORP.'
3. Add note to how drainage swale will be seeded.

Sheet 3

1. Add Water Meter detail.
2. Change note 1 to read, 'All construction is to conform to the standard drawings and specifications of APWA unless otherwise noted.'
3. Provide Detail for Catch Basin at 3+10, or remove if not needed.
4. Show how storm water will Catch Basin at 3+10, or remove if not needed.
5. Show secondary water lateral to Lot 1.

Sheet 4

1. Show high point of culinary and secondary lines at location of air vacs.
2. Provide/Define L.S. Plans.

Sheet 5

1. Consider grading Access detail where slope goes from high(middle of access) to low(edge of road).

Sheet 7

1. Check elevations of 36" SD Pipe.
2. 18" HPDE IRR line between box #2 and #3 needs to be within easement.

Sheet 14

Verify/show correct finish grade over field area 1 and field area 2. Per detail, max is 10", min 6".

General Comment

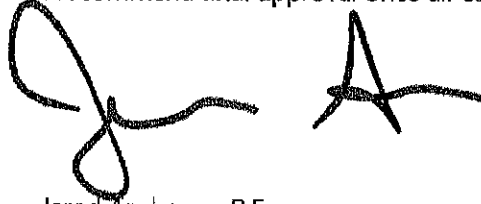
1. Cost Estimate
 - a. Verify and adjust unit prices to current values
 - i. Submit recent bid tab to verify unit prices
 - b. Culinary Water
 - i. Add cost for water meters
 - ii. Add another air vac assembly
 - iii. Subtract connect to existing
 - iv. Verify number of gate valves
 - v. Verify length of waterline to includes lines in driveways
 - c. Secondary Water

- I. Add air vac assembly
 - d. Storm Drain
 - i. Verify length of 12" HDPE
 - e. Street Improvements
 - i. Show following items as separate bid items, Asphalt, Roadbase, Subbase
 - ii. Add estimate for excavation/fill under road section
 - f. Miscellaneous
 - i. Add amount for landscape for swale and entry way
 - ii. Add cost for street sign
- 2. How will homeowners know to install sewer lateral detail on sheet 15?
- 3. Provide approval of final design and final approval letter from Weber Fire District.
- 4. Provide approval of final design and final approval letter from Weber Morgan Health Department.
- 5. Provide approval of final design and final approval letter from Army Corp.
- 6. Provide approval of final design and final approval letter from Huntsville Water Works Company.
- 7. Provide approval of final design and final approval letter from Huntsville Water(Culinary).
- 8. With submittal of final plat, escrow/bond required with approved cost estimate.
- 9. Per 15.25.1.9 B As-built Plans shall be required prior to Huntsville Town Council acceptance for maintenance of roads. Upon the developer's completion of the construction of roads and utility lines, the developer's Engineer shall prepare and submit As-built Plans for all improvements for the approval of the Huntsville Town Engineer and the acceptance of roads for maintenance by Huntsville Town at which time the financial guarantee can be released.
- 10. Please review and agree with 15.25.1.10 A -- 15.25.1.10 B.

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

Please provide response to each comment.

I recommend final approval once all comments have been addressed.



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



Weber County

Weber County Planning Division
webercountyutah.gov/planning/
2380 Washington Blvd., Suite 240
Ogden, Utah 84401-1473
Voice: (801) 399-8791
Fax: (801) 399-8862

Shannon Smith
Huntsville Town Clerk

RE: Notice of Public Hearing for final subdivision plat approval and Ordinance 2022-8-25

Dear Shannon,

Weber County has received your notice of public hearing regarding the Sage development owned by the CW Land group. The County Planning Division has met with the County Commissioners regarding this proposal and have the following comments that we wish to be implemented with this proposal:

1. At the North West corner of the development, sufficient area should be reserved to allow the UDOT roundabout that will be located there in the near future. Please work with UDOT to understand the limits of their roundabout on this development.
2. The cul-de-sac should not be allowed to be a private drive and it should be changed to connect 7900 E all the way through to Highway 39. This would provide public street connectivity and more accessibility for fire and emergency services to this area.
3. There should be a public street that connects to the property to the east to allow for connectivity.
4. The buildable area proposed on the plat appears to allow buildings up to 10 feet from the front and rear lot lines. Consideration should be made to the city's building setback requirements.
5. Please consider pedestrian and trail connectivity as part of this development.

We appreciate the opportunity to provide comment and hope that these comments are well received and implemented.

Sincerely,

Rick Grover
Weber County Planning Director



Date: July 6, 2022
Project Name: Sage Subdivision
Project Address: 500 S 7926 E, Huntsville
Contractor/Contact: Todd Meyers, 801.520.4072
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	Residential		20 Lots	\$50.00
Impact Fee	Residential	\$315.00		
			Total Due	\$50.00

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.

A Written Response Is Required. Please address each item.

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

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

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



2023 West 1300 North
Farr West Utah, 84404

Code section 507 and Appendix B as adopted by Weber Fire District (See 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: Fire flow for the residential subdivision shall be 1500 GPM.
S3. Fire Hydrant(s): Installed per plans spacing to not exceed 500' and each home to have a fire hydrant within 400' as the hose lays.
S4. All required fire hydrants and water systems shall be installed, approved and fully functional and on, prior to any combustible construction (IFC section 507.1 and 3312).

Fire Detection and Suppression Systems:

- S5. Fire Suppression Systems: As per the Utah Fire Code Act, "R" occupancies built in accordance with the International Residential Code may require fire suppression systems if any of the following apply:

R Occupancy Built Under IRC Requirements

Structure is in Urban-Wildland Interface Area	May Require Fire Suppression
Public Water Distribution System with Hydrants Does Not Exist	May Require Fire Suppression
Single Access Road with Grade Greater Than 10% For More Than 500 Linear Feet	May Require Fire Suppression
Structure Is Larger Than 10,000 Square Feet (Total Floor Area of All Floor Levels Within Exterior Walls of Dwelling Unit)	Will Require Fire Suppression
Structure Is Larger Than Double the Average Size of the non-sprinklered Homes in The Subdivision (Total Floor Area Of All Floor Levels Within Exterior Walls Of Dwelling Unit).	May Require Fire Suppression
Dwelling unit in area of single access with greater than 30 dwelling units.	Will Require Fire Suppression System

Weber Fire District strongly encourages the builder/owner to provide a fire suppression system to protect the lives and property of the occupants. These systems have been proven to provide effective lifesaving functions. For more information, please contact the Fire Prevention Division at 801-782-3580.

- S6. 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



2023 West 1300 North
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section 901.2 and 907.1.1).

- S7. 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).
- S8. 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)

Fire Department Access:

- S9. 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).
- S10. 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).
- S11. 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)
- S12. Flag Lot Access and hydrant(s): Flag lots pose difficulties for the fire department for both access and water supply. As such they shall comply with:
- a. Access: Flag lots must meet the access requirements for "Fire Access via Driveways".
 - b. Hydrant(s): Hydrants shall be provided within 600 feet of the home (measured as the fire vehicle would drive- IFC 507.5.1- Exception 1).
 - i. Where waterlines capable of supporting a hydrant are available to connect to, a hydrant shall be provided within 600 feet of the building (measured as the fire vehicle would drive).
 - ii. In cases where a hydrant cannot be provided due to a lack of supporting waterlines, the owner/developer may propose to provide the home with a residential fire suppression system. The owner/developer shall request this exception in writing. The request is subject to review and approval by the Fire Marshal. (See IFC 507.5.1- Exception 1 & 2).
- S13. Fire Access via Driveways: Driveways serving no more than 5 residences shall have a minimum clear width of 16 feet with a minimum of 12 feet of drive-able surface (measured from face of curb to face of curb) and a vertical clearance of 13 foot 6 inches and shall support a 75,000-pound load. Driveways more than 150 feet shall be provided with turnarounds. Driveways exceeding 200 feet in length and less than 20 feet in width shall be provided with turnouts in addition to turnarounds. (See driveways- 2006 Wildland Urban Interface Code used as a



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reference for residential driveway requirements exceeding 150 feet in length).
Roads and driveways shall also comply with City/County standards as applicable.
In cases of differing requirements, contact the Fire Marshal for clarification.

S14. 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)

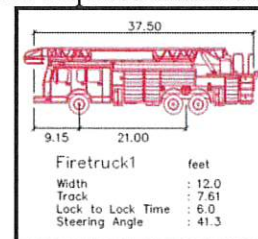
Building Comments:

- S15. 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 shall have number/letter designation on the doors meeting the same size requirements and contrasting color. (See IFC 505.1)

General Comments:

- 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





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Farr West Utah, 84404

- G5. Dead end fire apparatus access roads more than 150 feet in length shall be provided 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)
- 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

Exhibit "D"



NOTICE OF ACTION

TO: Huntsville Town Council
FROM: Huntsville Town Planning Commission
DATE: August 25, 2022
RE: Sage Subdivision – Final Plat

In accordance with *Utah Code* 10-9a-202, or any similar notice that may be required under State Law or the Municipal Code, notice is hereby given that the Planning Commission, at its meeting on August 25, 2022 reviewed your Final Plat Application and in that meeting took the following action:

 X RECOMMEND APPROVAL of the Final Plat Application subject to and based upon compliance with the following:

1. Compliance with the Town Engineer and any effected agency requirements.
2. Approval of the Development Agreement and Bond for public improvements.
3. Final delineation approval from the Army Corps of Engineers.
4. Approval from Weber-Morgan Health for sewer system design under Utah Rule 317.
5. Further review from Weber County addressing the culvert and drainage at 500 South that connects to the Chevron.

The Final Plat for Sage Development will now be reviewed for approval by the Huntsville Town Council at the next Huntsville Town Council Meeting. The date of the Town Council Meeting is Thursday, September 15, 2022, 6:45 p.m. at the Ogden Valley Library, 131 South 7400 East, Huntsville, Utah, 84317.

The decision of the Planning Commission and may be appealed to the Town's Appeal Authority by filing a written such appeal within ten (10) calendar days from the date of the decision on the Application. The Appeal Authority must follow the code requirements. The Appeal Authority may uphold, modify, or reverse the decision of the Planning Commission or impose any additional requirements consistent with the Municipal Code. The decision of the Appeal Authority is final.

Shannon Smith, Clerk

cc: Town Engineer

STAFF REPORT TO PLANNING COMMISSION

August 25, 2022
Subdivision - Sage

Findings of Fact:

1. Property is zoned A-3
2. The property is 73 acres and requires a sewer system and wetlands delineation.
3. Developer proposes a twenty (20) lot residential subdivision.
4. Preliminary approval from the Town Council was given November 18, 2021.

Standards for Review:

1. Title 15.6 provides for site development in the A-3 Zone.
2. Title 25 of the Municipal Code governs Subdivisions.
3. Title 15.15 governs Sensitive Lands.
4. The provisions of the Development Agreement will govern other aspects of the Subdivision.

Documentation Provided to Huntsville Town:

1. Subdivision Application, Annexation Agreement, and water connection fees paid.
2. Proposed Final Subdivision Plat.
4. Memorandum from the Town Engineer, Jared Andersen.
5. Approval from Weber Fire District for subdivision and street design.
6. Aquatic Resource Delineation Report from Martin & Nicholson.
7. Stream Alteration Permit from Utah Department of Natural Resources.
8. Geotechnical Engineering Study from CMT Engineering.
9. Application for permit to Army Corps of Engineers.
10. Commitment to serve letters from affected entities and utilities.
11. Sewer Agreement approved by the Town Council for in accordance with Utah Rule 317.

Documentation Town Needs for Final Plat Approval:

1. Final delineation approval from the Army Corps of Engineers.
2. Approval from Weber-Morgan Health for sewer system design under Utah Rule 317.

Chase

Requirements for Final Plat and Development Agreement Approval:

1. Compliance with the Town Engineer and any effected agency requirements.
2. Approval of the Development Agreement and Bond for public improvements.
3. Final delineation approval from the Army Corps of Engineers.
4. Approval from Weber-Morgan Health for sewer system design under Utah Rule 317.

Staff Recommendations:

Staff recommends approval subject to the requirements outlined above in this Staff Report.

Motion

Required Action:

Motion to Approve (Example: I move to recommend Approval of Final Plat and Ordinance 2022-8-25 adopting the development agreement between Huntsville Town and CW Lands for Sage Development subject to the requirements outlined in the Staff Report dated August 25, 2022 *(and other conditions as outlined by the planning commission).*)

Amendments: Add Notice of Action to Develop #6 B add "per lot" 3. Mayor and Motion

Motion to Deny (Example: I move to recommend Denial of Final Plat and Ordinance 2022-8-25 adopting the development agreement between Huntsville Town and CW Lands for Sage Development *(please provide findings and reasons to support denial as determined by the planning commission).*)

Motion to Table (Example: I move to Table the Final Plat and Ordinance 2022-8-25 adopting the development agreement between Huntsville Town CW Lands for Sage Development, *(list reasons for tabling, State date tabled to and requirements for reappearance).*)

2c
KA - Aye
BA - Aye
AP - Aye
Mayor - Aye

[Historical Code](#)

<< Previous Section (10-9a-604) | Download Options PDF | RTF | XML | Next Section (10-9a-605) >>

Index Utah Code

Title 10 Utah Municipal Code

Chapter Municipal Land Use, Development, and Management Act

9a

Part 6 Subdivisions

Section Subdivision plat recording or development activity before required 604.5 infrastructure is completed -- Improvement completion assurance -- Improvement warranty. (Effective 5/14/2019)

Effective 5/14/2019

10-9a-604.5. Subdivision plat recording or development activity before required infrastructure is completed -- Improvement completion assurance -- Improvement warranty.

- (1) A land use authority shall establish objective inspection standards for acceptance of a landscaping or infrastructure improvement that the land use authority requires.
- (2) (a) Before an applicant conducts any development activity or records a plat, the applicant shall:
 - (i) complete any required landscaping or infrastructure improvements; or
 - (ii) post an improvement completion assurance for any required landscaping or infrastructure improvements.
- (b) If an applicant elects to post an improvement completion assurance, the applicant shall provide completion assurance for:
 - (i) completion of 100% of the required landscaping or infrastructure improvements; or
 - (ii) if the municipality has inspected and accepted a portion of the landscaping or infrastructure improvements, 100% of the incomplete or unaccepted landscaping or infrastructure improvements.
- (c) A municipality shall:
 - (i) establish a minimum of two acceptable forms of completion assurance;
 - (ii) if an applicant elects to post an improvement completion assurance, allow the applicant to post an assurance that meets the conditions of this title, and any local ordinances;

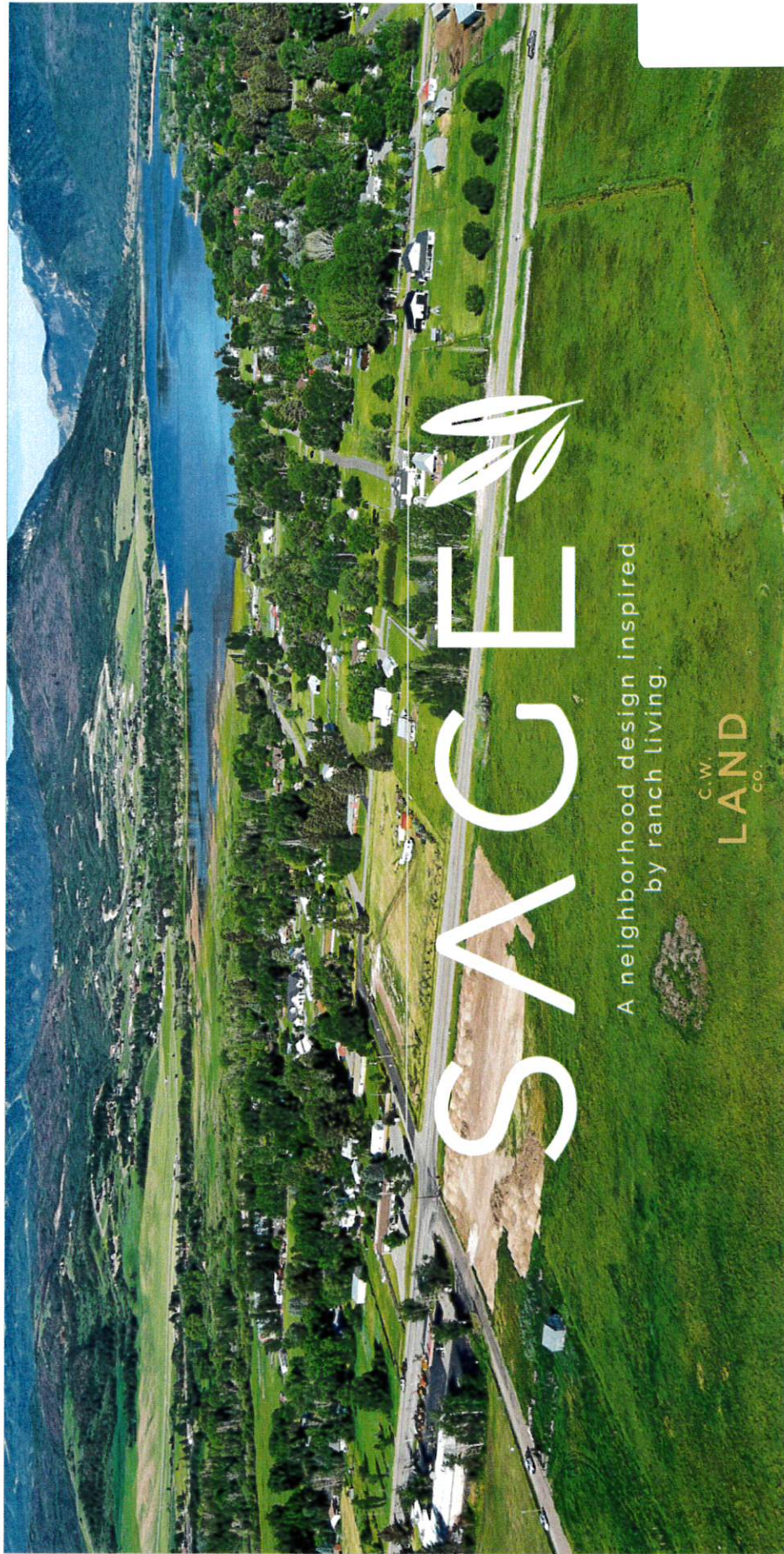
- (iii) establish a system for the partial release of an improvement completion assurance as portions of required landscaping or infrastructure improvements are completed and accepted in accordance with local ordinance; and
 - (iv) issue or deny a building permit in accordance with Section 10-9a-802 based on the installation of landscaping or infrastructure improvements.
- (d) A municipality may not require an applicant to post an improvement completion assurance for:
 - (i) landscaping or an infrastructure improvement that the municipality has previously inspected and accepted;
 - (ii) infrastructure improvements that are private and not essential or required to meet the building code, fire code, flood or storm water management provisions, street and access requirements, or other essential necessary public safety improvements adopted in a land use regulation; or
 - (iii) in a municipality where ordinances require all infrastructure improvements within the area to be private, infrastructure improvements within a development that the municipality requires to be private.
- (3) At any time before a municipality accepts a landscaping or infrastructure improvement, and for the duration of each improvement warranty period, the municipality may require the applicant to:
 - (a) execute an improvement warranty for the improvement warranty period; and
 - (b) post a cash deposit, surety bond, letter of credit, or other similar security, as required by the municipality, in the amount of up to 10% of the lesser of the:
 - (i) municipal engineer's original estimated cost of completion; or
 - (ii) applicant's reasonable proven cost of completion.
- (4) When a municipality accepts an improvement completion assurance for landscaping or infrastructure improvements for a development in accordance with Subsection (2)(c)(ii), the municipality may not deny an applicant a building permit if the development meets the requirements for the issuance of a building permit under the building code and fire code.
- (5) The provisions of this section do not supersede the terms of a valid development agreement, an adopted phasing plan, or the state construction code.

Amended by Chapter 384, 2019 General Session

<< Previous Section (10-9a-604)

Download Options PDF | RTF
| XML

Next Section (10-9a-605)
>>



LOTTING MASTER PLAN



NATIVE PASTURE /
 GRASS LAND

PERIMETER SAGE BRANDED FENCE

PROPERTY LINE FENCE BY HOME OWNER

66' PRIVATE ROAD ROW W/ 28' ASPHALT

EXISTING WETLAND ZONE

CUSTOM BACK LOT ADDRESS MARKER FOR EACH LOT

NATIVE TREE GROUPINGS ALONG ROW

SINGLE FAMILY HOME LOT (3 AC)

CUSTOM ENTRY MONUMENT, PAVING AND LANDSCAPE

10' PUBLIC MULTI-USE PATH/BIKE ROUTE

COUNTY BIKE MASTER PLAN ROUTE

SOUTH ENTRY



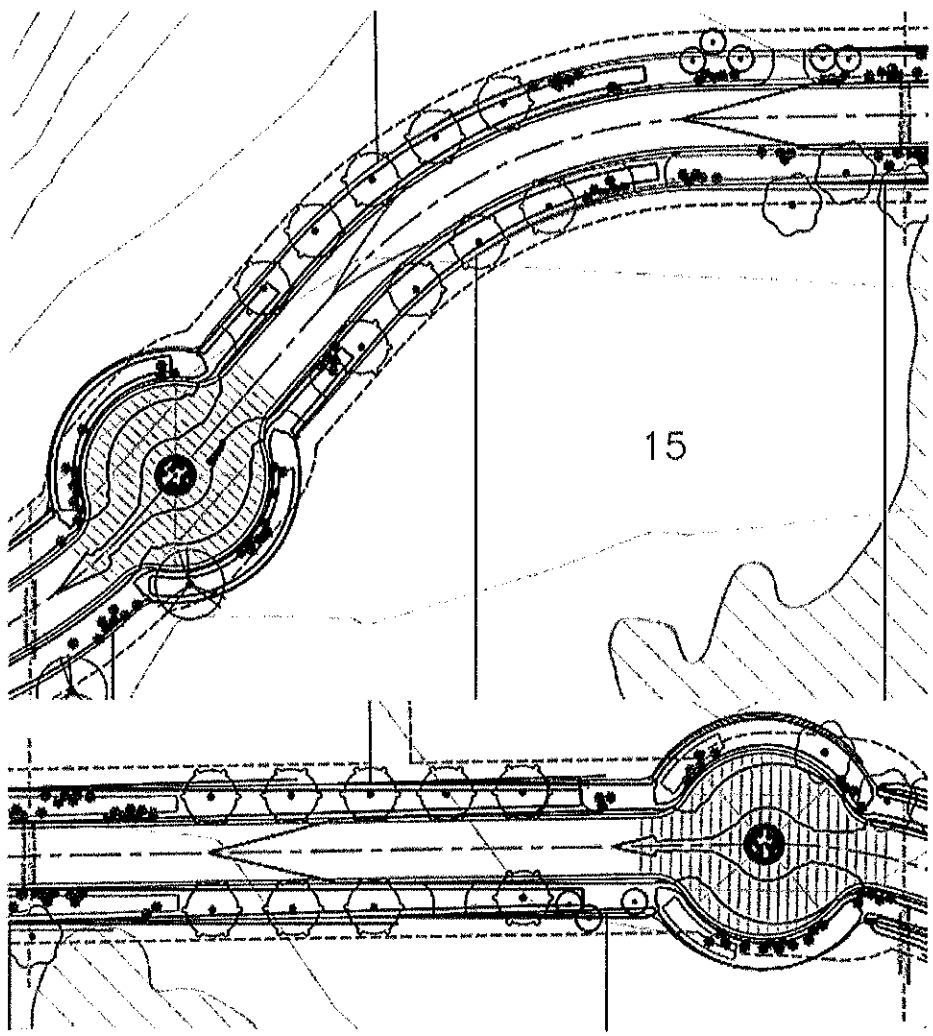
PUBLIC STREET MAINTAINED BY HOA

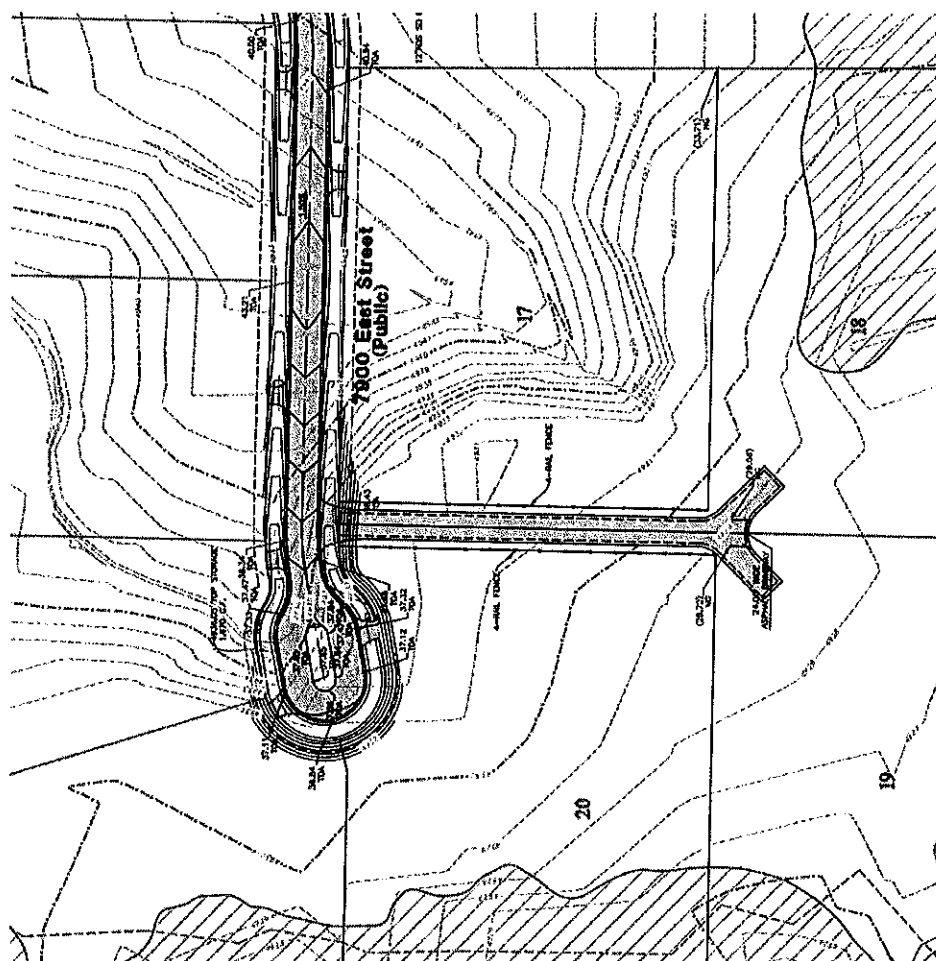


ROAD ROW AND SECTION MEETS CURRENT CITY WIDTH STANDARDS
HOA IS RESPONSIBLE FOR ROAD MAINTENANCE, REPAIR AND SNOW REMOVAL

PLANT SCHEDULE

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----





*architectural
guidelines*

*landscape
guidelines*

Preliminary Design Review Meeting

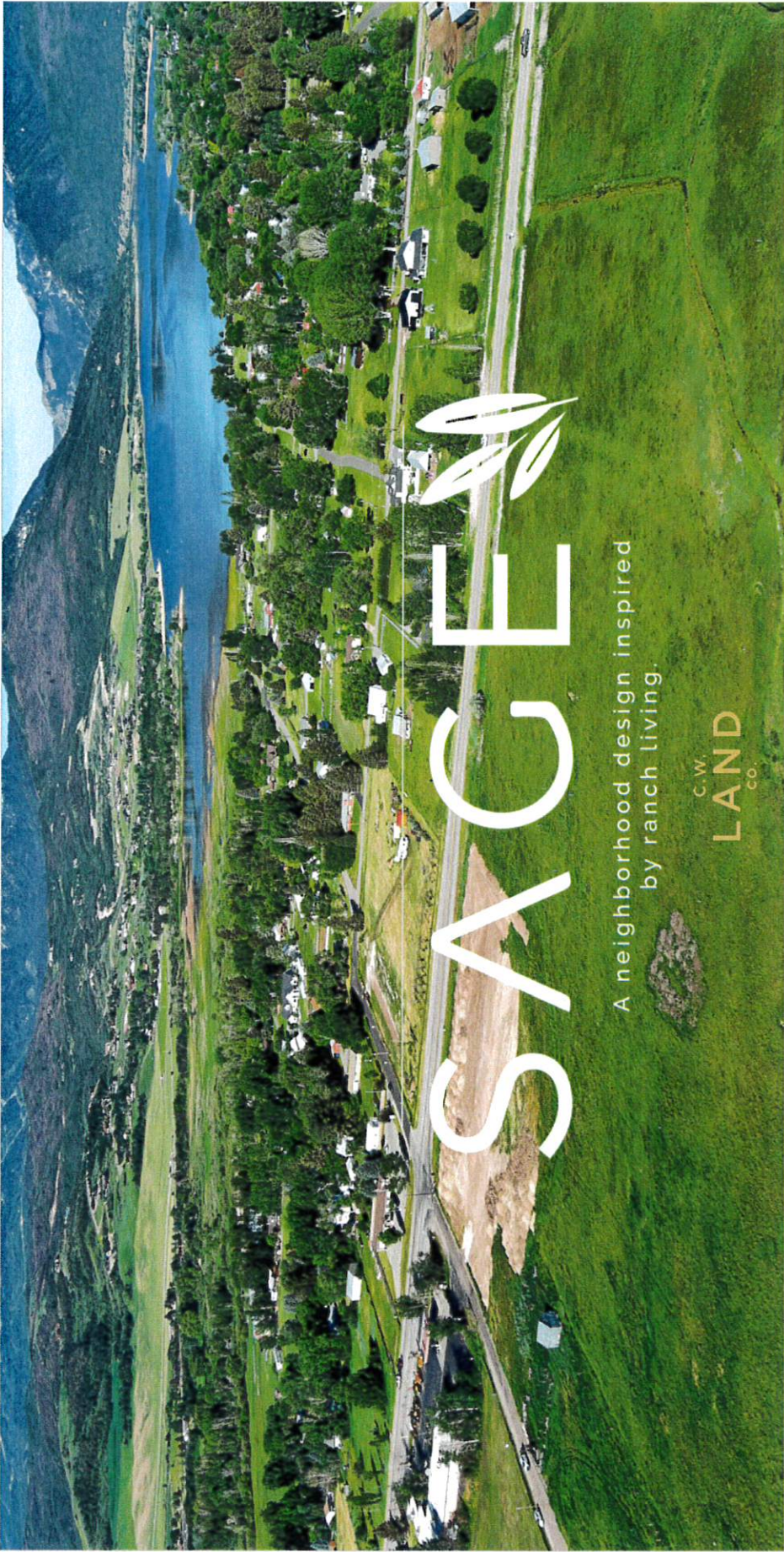
Prior to the date of the meeting, the owner is responsible for having the site staked to indicate the location of the dwelling, wetlands and major improvements. Staking to mark out each building corner and the Area of Disturbance.

Final Design Review Meeting

LUDMA

10-9a-604.5.

Subsection 2(a) states that before we conduct development activity or record a plat we shall (a) complete any required landscaping or infrastructure improvements, or (b) post an improvement completion assurance for any required landscaping or infrastructure improvements.



SAGE

A neighborhood design inspired
by ranch living.

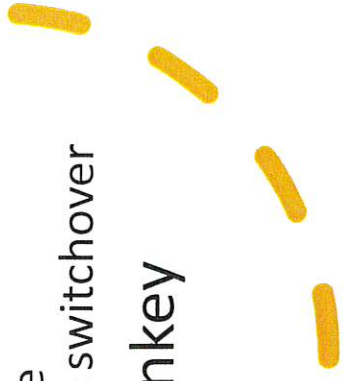
C.W.
LAND
CO.

HUNTSVILLE TOWN CULINARY WATER PLANT BACKUP POWER

September 15, 2

Backup Power Requirements

- Not mandatory, but backup power recommended by State
- Researched a backup power generator
 - Engineering study completed by Brad Layton at no cost
 - Recommended 30KW Diesel Powered unit
- Visited a used unit at the monastery
 - Shows neglect, would require lots of TLC
 - Smaller size power unit
 - Reliability an unknown
 - Lacks modern features: remote control/monitoring, automatic switchover
- Requested a Quote for a Turnkey Installation from Brad



Backup Power Estimate

Estimate

Meko Unlimited
110 S 7100 E
Huntsville Utah
84317

BILL TO
Huntsville town
c/o Ron Gault



100

ESTIMATE#

DESCRIPTION	AMOUNT
Complete installation of (1) 30 kW 480/277 V, Generac Protector extended run, Diesel Generator. Includes (1) 200 A 480/277 V Automatic Transfer Switch Includes (1) 10' x 4' concrete pad. Includes mobile Link Wi-Fi for status monitoring. (Requires internet connection.)	29,980.00
TOTAL	\$29,980.00

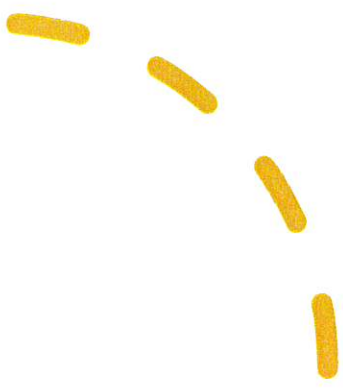
Terms & Conditions

Because of extreme pricing volatility, this estimate is good for 24 hours.
Generator to be installed within approximately 6' of building electrical service.

Thank you

Cost Breakdown

- Internet search for 30 Kw Generac Generators
 - ~\$18k plus shipping (2,000 lbs)
 - ~\$1000 automatic transfer switch
- Additional parts and installation
 - Wiring, connectors, junction box
 - Concrete pad
 - Installation of unit
 - Testing and calibrating
- Servicing costs



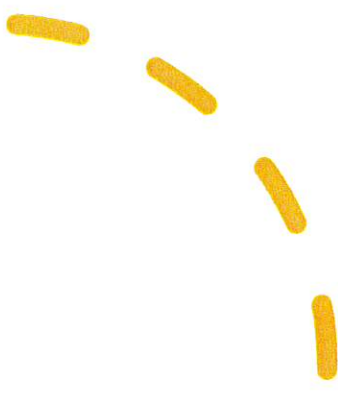
Justification for Sole Sourcing Backup Power

- Going with any other vendor
 - Will take time to find qualified bidders, get estimates
 - May require duplicate sizing estimate and costs
- Not likely to get a cost from an outside source any lower and of the same quality
- Important: Won't get the volunteer skilled lifecycle support



Recommendation

- Recommend approving the Brad Layton Proposal
 - Some potential inflationary costs due to parts shortages
 - Can get the unit installed and operating this fall
 - Qualifies for using ARPA funds



Huntsville, Utah

\$1,020,000 Real Property Lease

Dated December 1, 2022

(Direct Purchase)

Table of Contents

Report

Debt Service Schedule	1
Pricing Summary	2
Sources & Uses	3

Huntsville, Utah

\$1,020,000 Real Property Lease

Dated December 1, 2022

(Direct Purchase)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/01/2022	-	-	-	-	-
12/01/2023	49,149.54	4.480%	45,696.00	94,845.54	94,845.54
12/01/2024	51,351.44	4.480%	43,494.10	94,845.54	94,845.54
12/01/2025	53,651.98	4.480%	41,193.56	94,845.54	94,845.54
12/01/2026	56,055.59	4.480%	38,789.95	94,845.54	94,845.54
12/01/2027	58,566.88	4.480%	36,278.66	94,845.54	94,845.54
12/01/2028	61,190.68	4.480%	33,654.86	94,845.54	94,845.54
12/01/2029	63,932.02	4.480%	30,913.52	94,845.54	94,845.54
12/01/2030	66,796.18	4.480%	28,049.36	94,845.54	94,845.54
12/01/2031	69,788.64	4.480%	25,056.89	94,845.53	94,845.53
12/01/2032	72,915.18	4.480%	21,930.36	94,845.54	94,845.54
12/01/2033	76,181.78	4.480%	18,663.76	94,845.54	94,845.54
12/01/2034	79,594.72	4.480%	15,250.82	94,845.54	94,845.54
12/01/2035	83,160.56	4.480%	11,684.98	94,845.54	94,845.54
12/01/2036	86,886.16	4.480%	7,959.38	94,845.54	94,845.54
12/01/2037	90,778.65	4.480%	4,066.88	94,845.53	94,845.53
Total	\$1,020,000.00	-	\$402,683.08	\$1,422,683.08	-

Yield Statistics

Bond Year Dollars	\$8,988.46
Average Life	8.812 Years
Average Coupon	4.4799999%
Net Interest Cost (NIC)	4.4799999%
True Interest Cost (TIC)	4.4799999%
Bond Yield for Arbitrage Purposes	4.4799999%
All Inclusive Cost (AIC)	4.7692601%

IRS Form 8038

Net Interest Cost	4.4799999%
Weighted Average Maturity	8.812 Years

Huntsville, Utah

\$1,020,000 Real Property Lease

Dated December 1, 2022

(Direct Purchase)

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
12/01/2037	Term 1 Coupon	4.480%	4.480%	1,020,000.00	100.000%	1,020,000.00
Total	-	-	-	\$1,020,000.00	-	\$1,020,000.00

Bid Information

Par Amount of Bonds	\$1,020,000.00
Gross Production	\$1,020,000.00
Bid (100.000%)	1,020,000.00
Total Purchase Price	\$1,020,000.00
Bond Year Dollars	\$8,988.46
Average Life	8.812 Years
Average Coupon	4.4799999%
Net Interest Cost (NIC)	4.4799999%
True Interest Cost (TIC)	4.4799999%

Huntsville, Utah

\$1,020,000 Real Property Lease

Dated December 1, 2022

(Direct Purchase)

Sources & Uses

Dated 12/01/2022 | Delivered 12/01/2022

Sources Of Funds

Par Amount of Lease	\$1,020,000.00
---------------------	----------------

Total Sources	\$1,020,000.00
----------------------	-----------------------

Uses Of Funds

Deposit to Project Construction Fund	1,000,000.00
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Costs of Issuance	20,000.00
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Total Uses	\$1,020,000.00
-------------------	-----------------------

Local Building Authority of Huntsville, Utah

\$1,035,000 Lease Revenue Bonds

Series December 1, 2022

(Direct Purchase)

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Local Building Authority of Huntsville, Utah

\$1,035,000 Lease Revenue Bonds

Series December 1, 2022

(Direct Purchase)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/01/2022	-	-	-	-	-
06/01/2023	-	-	22,666.50	22,666.50	22,666.50
12/01/2023	33,000.00	4.380%	22,666.50	55,666.50	-
06/01/2024	-	-	21,943.80	21,943.80	77,610.30
12/01/2024	35,000.00	4.380%	21,943.80	56,943.80	-
06/01/2025	-	-	21,177.30	21,177.30	78,121.10
12/01/2025	36,000.00	4.380%	21,177.30	57,177.30	-
06/01/2026	-	-	20,388.90	20,388.90	77,566.20
12/01/2026	38,000.00	4.380%	20,388.90	58,388.90	-
06/01/2027	-	-	19,556.70	19,556.70	77,945.60
12/01/2027	39,000.00	4.380%	19,556.70	58,556.70	-
06/01/2028	-	-	18,702.60	18,702.60	77,259.30
12/01/2028	41,000.00	4.380%	18,702.60	59,702.60	-
06/01/2029	-	-	17,804.70	17,804.70	77,507.30
12/01/2029	43,000.00	4.380%	17,804.70	60,804.70	-
06/01/2030	-	-	16,863.00	16,863.00	77,667.70
12/01/2030	45,000.00	4.380%	16,863.00	61,863.00	-
06/01/2031	-	-	15,877.50	15,877.50	77,740.50
12/01/2031	47,000.00	4.380%	15,877.50	62,877.50	-
06/01/2032	-	-	14,848.20	14,848.20	77,725.70
12/01/2032	49,000.00	4.380%	14,848.20	63,848.20	-
06/01/2033	-	-	13,775.10	13,775.10	77,623.30
12/01/2033	51,000.00	4.380%	13,775.10	64,775.10	-
06/01/2034	-	-	12,658.20	12,658.20	77,433.30
12/01/2034	53,000.00	4.380%	12,658.20	65,658.20	-
06/01/2035	-	-	11,497.50	11,497.50	77,155.70
12/01/2035	56,000.00	4.380%	11,497.50	67,497.50	-
06/01/2036	-	-	10,271.10	10,271.10	77,768.60
12/01/2036	58,000.00	4.380%	10,271.10	68,271.10	-
06/01/2037	-	-	9,000.90	9,000.90	77,272.00
12/01/2037	61,000.00	4.380%	9,000.90	70,000.90	-
06/01/2038	-	-	7,665.00	7,665.00	77,665.90
12/01/2038	64,000.00	4.380%	7,665.00	71,665.00	-
06/01/2039	-	-	6,263.40	6,263.40	77,928.40
12/01/2039	67,000.00	4.380%	6,263.40	73,263.40	-
06/01/2040	-	-	4,796.10	4,796.10	78,059.50
12/01/2040	70,000.00	4.380%	4,796.10	74,796.10	-
06/01/2041	-	-	3,263.10	3,263.10	78,059.20
12/01/2041	73,000.00	4.380%	3,263.10	76,263.10	-
06/01/2042	-	-	1,664.40	1,664.40	77,927.50
12/01/2042	76,000.00	4.380%	1,664.40	77,664.40	-
06/01/2043	-	-	-	-	77,664.40
Total	\$1,035,000.00	-	\$541,368.00	\$1,576,368.00	-

Yield Statistics

Bond Year Dollars	\$12,360.00
Average Life	11.942 Years
Average Coupon	4.3800000%
Net Interest Cost (NIC)	4.3800000%
True Interest Cost (TIC)	4.3800000%
Bond Yield for Arbitrage Purposes	4.3800000%
All Inclusive Cost (AIC)	4.7741141%

IRS Form 8038

Net Interest Cost	4.3800000%
Weighted Average Maturity	11.942 Years

\$1M LBA DP 09/14/22 | SINGLE PURPOSE | 9/14/2022 | 4:54 PM

Local Building Authority of Huntsville, Utah

\$1,035,000 Lease Revenue Bonds

Series December 1, 2022

(Direct Purchase)

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
12/01/2042	Term 1 Coupon	4.380%	4.380%	1,035,000.00	100.000%	1,035,000.00
Total	-	-	-	\$1,035,000.00	-	\$1,035,000.00

Bid Information

Par Amount of Bonds	\$1,035,000.00
Gross Production	\$1,035,000.00
Bid (100.000%)	1,035,000.00
Total Purchase Price	\$1,035,000.00
Bond Year Dollars	\$12,360.00
Average Life	11.942 Years
Average Coupon	4.3800000%
Net Interest Cost (NIC)	4.3800000%
True Interest Cost (TIC)	4.3800000%

Local Building Authority of Huntsville, Utah

\$1,035,000 Lease Revenue Bonds

Series December 1, 2022

(Direct Purchase)

Sources & Uses

Dated 12/01/2022 | Delivered 12/01/2022

Sources Of Funds

Par Amount of Bonds	\$1,035,000.00
---------------------	----------------

Total Sources	\$1,035,000.00
----------------------	-----------------------

Uses Of Funds

Deposit to Project Construction Fund	1,000,000.00
--------------------------------------	--------------

Costs of Issuance	35,000.00
-------------------	-----------

Total Uses	\$1,035,000.00
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3441 E. HARBOUR DR. PHOENIX AZ 85034
PHONE (602) 437-9530 FAX (602) 437-2598
WWW. EWINGIRRIGATION.COM

PAGE
ORDERED
TERMS:

1 OF 1
08/16/2022
10th Prox Net 30
3214862

SOLD TO:
3214862

94 1 SP 0.530 E0094X I0211 D9535482602 S2 P9203728 0001:0001

REMIT TO: Ewing Irrigation Products Inc.
P.O. Box 208728
Dallas, TX 75320-8728



HUNTSVILLE TOWN CORPORATION
PO BOX 267
HUNTSVILLE UT 84317-0267

SHIP TO: HUNTSVILLE TOWN CORPORATION
PO BOX 267
HUNTSVILLE, UT 84317
US

DELIVERY INSTRUCTIONS: 265 S 7300 E Huntsville- Behind rock pillar on porch

PO#: Zylam BUYER: Jake Songer PH: 801.645.5078
P21 JOB: EIP#: BY: BRAYDON J QUOTE#:
EWING JOB: JOB REF: Zylam

QTY ORDER	QTY SHIP	QTY B/O	ITEM DESCRIPTION	NET	EXTENSION	LINE#
Invoice Note:						
70	8.00	0.00	99570000 INSECTICIDES (GEN USE)	458.82	3,670.56	1
1.00	1.00	0.00	52502501 LG QT PENTRA-BARK	52.56	52.56	2
EPA #: 71962-1-54705						

SUB-TOTAL: 3,723.12
TOTAL FREIGHT: 0.83
TAX: 0.00
AMOUNT PAID: 0.00
AMOUNT DUE: 3,723.95

CARTONS

U.S Dollars

FILLED BY: _____

DATE: _____

SIGNATURE _____

Acknowledgement of receipt of goods listed above.

DELIVERED BY: _____

DATE: _____

PRINT NAME _____

NO CASH REFUNDS. Sale subject to terms and conditions on reverse

No recommendation has been made by, or provided to, the seller concerning the use of the pesticide covered by this invoice.

PROPOSITION 65 WARNING: Some of the products on your order may expose you to chemicals that are known to the State of California to cause cancer, birth defects, and reproductive harm. learn more at <https://www.p65warnings.ca.gov>.

RESOLUTION NO: 2022-9-15

A Resolution placing a Moratorium on Non-Conforming/Non-Complying Lot determination and Non-Conforming/Non-Complying Land Use and Building Permits.

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

WHEREAS, Huntsville Town is undergoing an analysis and study regarding the status of non-conforming and non-complying lots and parcels;

WHEREAS, Huntsville Town is considering changes to the Huntsville Town Code regarding non-conforming and/or non-complying lots and parcels;

NOW THEREFORE, be it resolved by the Town Council of Huntsville Town that:

Section 1.

1-A moratorium on determination of non-conforming uses and lot status shall be immediately established.

2-A moratorium on issuance of land use permits and/or building permits for non-conforming and/or non-compliant lots or parcels shall be immediately established.

3-This moratorium will expire 6 months after this resolution is effective. The Huntsville Town Council may lift the moratorium at any time prior to this expiration date.

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

Votes	Ayes	Nays	Excused	Recused
Mayor Richard L. Sorenson				
CM Bruce Ahlstrom				
CM Kevin Anderson				
CM Sandy Hunter				
CM Artie Powell				

PASSED AND ADOPTED by the Town council on this 15th day of September, 2022

Richard L. Sorensen, Mayor

ATTEST:

Beckki Endicott, Clerk

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 of Huntsville Town, hereby certify that the foregoing resolution was duly passed and published, or posted at 1) Town Hall 2) www.huntsvilletown.com 3) pmn.gov

Huntsville Town Clerk

DATE: _____