

**HUNTSVILLE TOWN
RESOLUTION NO. 2024-06-06**

OGDEN VALLEY MEMORANDUM OF UNDERSTANDING (MOU)

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ADOPTING A
MEMORANDUM OF UNDERSTANDING WITH THE INCORPORATION
SPONSORS OF THE PROPOSED OGDEN VALLEY CITY FOR USE OF
TOWN HALL.**

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

WHEREAS, Utah Code §10-3-717 allows the governing body of Huntsville Town to exercise all administrative powers by resolution including regulating the use and operation of municipal property;

WHEREAS, the Town and the Sponsors of the Ogden Valley City Incorporation have negotiated an MOU for use of the Town Hall;

WHEREAS, the Town and the Sponsors now desire to enter this MOU for the purposes contained therein;

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

Section 1: MOU. The Mayor is hereby authorized to finalize and execute the MOU hereby adopted and incorporated herein by this reference as set forth in Exhibit “A” attached hereto.

Section 2: Effective Date. This Resolution shall be effective immediately upon adoption.

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

PASSED AND ADOPTED by the Town Council on this 6 day of June, 2024.


RICHARD SORENSEN, Mayor

ATTEST:

Town Clerk



**TOWN OF HUNTSVILLE – OGDEN VALLEY CITY INCORPORATION SPONSORS
MEMORANDUM OF UNDERSTANDING
REGARDING THE INTENT TO ALLOW THE USE OF NEW HUNTSVILLE TOWN HALL**

This Memorandum of Understanding and Agreement regarding the intent to allow for the use of the new Huntsville Town Hall (“**Town Hall**” and “**Agreement**” or “**MOU**”) is made and entered into on the date signed by all the Parties, by and between the Town of Huntsville, a municipal corporation of the State of Utah (“**Town**”, “**Huntsville**”, or “**Town of Huntsville**”) and the named Sponsors for the Ogden Valley Incorporation, pursuant to the laws of the State of Utah, acting on behalf of a possible future Ogden Valley City, if and when approved by the registered voters of the area (“**Ogden Valley**” and “**Incorporation**”), collectively called the “**Parties**.”

WHEREAS, Huntsville is in the process of causing to be constructed the Town Hall;

WHEREAS, Ogden Valley will have the need, upon and after Incorporation, for a building for Sponsor and City Council Meetings, as well as offices for Ogden Valley (“**Use of Town Hall**”); and

WHEREAS, the Parties desire to enter into this Agreement to memorialize their mutual understanding and agreement related to the Use of Town Hall.

NOW, THEREFORE, based on the mutual promises and conditions contained herein, it is agreed by and between the Parties as follows:

1. The “Whereas” clauses above (“**Recitals**”) are incorporated herein by reference.
2. The Parties agree to and acknowledge the following:
 - (a) That the exact times and space, and the exact cost for the times and space, needed by Ogden Valley in the Town Hall shall be negotiated with the Town after Incorporation and set forth in a subsequent written, signed agreement (“**Subsequent Agreement**”);
 - (b) Nothing in this Agreement shall obligate the Town to any certain amount of time or space for the Use of Town Hall or specific cost for said Use of Town Hall;
 - (c) That this Agreement shall be interpreted and construed in accordance with the laws of the State of Utah;
 - (d) Until Ogden Valley starts the Use of Town Hall, this Agreement shall not be subject to the requirements of Utah Code Ann. Section 10-8-2, since this Agreement does not initially address any appropriation or any acquisition or disposal of any property; but rather, only addresses the mutual understanding and agreement of certain terms, provisions, and obligations regarding the Use of Town Hall; and
 - (e) This Agreement may be distributed by Ogden Valley for use in the feasibility study and incorporation processes.
3. The provisions of this Agreement are severable, and should any provision hereof be void,

voidable, unenforceable, or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement, unless the unenforceable provision is reasonably deemed a material provision by either Party, in which case this Agreement may be terminated by written notice to the other Party. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the Agreement be consummated as originally contemplated to the greatest extent possible.

4. This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, regarding the subject of this Agreement are hereby superseded and merged with this Agreement. This Agreement may not be modified except by an instrument in writing signed by the Parties.

5. The individuals executing this Agreement represent and warrant that they have the power and authority to do so and to bind the entities for which they are executing this Agreement. The Town's Mayor may initially sign this Agreement on behalf of the Town and the Town Council may approve a resolution in an open meeting ratifying the signing of this Agreement.

6. The Parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same Agreement. Furthermore, the Parties shall treat a copy of an original signature to this Agreement for all purposes as an original signature. The Parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no Party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU, effective on the date signed by all the Parties.

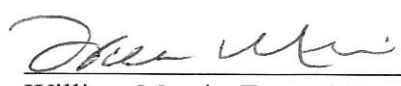
TOWN OF HUNTSVILLE, a municipality and political subdivision of the State of Utah:

By: 
Mayor Richard Sorensen

Date: 6-16/24

ATTEST:

Town Clerk

APPROVED AS TO LEGAL FORM:

William Morris, Town Attorney

ACKNOWLEDGEMENT

STATE OF UTAH)
)
)
COUNTY OF SALT LAKE)

On this 16th day of June, 2024, before the undersigned notary public in and for the State of Utah, personally appeared Richard Sorensen, known or identified to me to be the Mayor of the Town of Huntsville, and Nikki Wolthuis, the Town Clerk of the Town of Huntsville, and the persons who executed the foregoing instrument on behalf of said Town and acknowledged to me that said Town executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



[Signature]
Notary Public for Utah
Residing at: Utah
My Commission Expires: 12-7-2025

OGDEN VALLEY (Incorporation Sponsors)

[Signature]
By: Mark Ferrin, Contact Sponsor

Date: JUNE 25, 2024

ACKNOWLEDGEMENT

STATE OF UTAH)
) : ss.
County of WEBER)

On this 25 day of JUNE, 2024, before the undersigned notary public in and for the said state, personally appeared Mark Ferrin, the Contact Sponsor for Ogden Valley, pursuant to the laws of the State of Utah, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that he, in this capacity, executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



[Signature]
Notary Public for Utah
Residing at: WEBER COUNTY
My Commission Expires: 7/28/26