

## RESOLUTION 2025-8-7

### **A RESOLUTION OF HUNTSVILLE TOWN, UTAH, TO ENTER INTO AN AGREEMENT WITH ANDERSEN ENGINEERING, AN INDEPENDENT CONTRACTOR TO WORK WITH HUNTSVILLE TOWN ON ENGINEERING SERVICES.**

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

**WHEREAS**, the Town Council is the municipal legislative body;

**WHEREAS**, the Town Council desires contract with quality engineering services to assist with engineering needs such as Capital Improvements and Subdivision for the benefit of health, safety, and welfare of the public;

**WHEREAS**, the Town Council desires to engage Andersen Engineering to serve as technical advisor and staff support;

**WHEREAS**, the Town Council has entered into an agreement with Andersen Engineering and desires to ratify that Agreement;

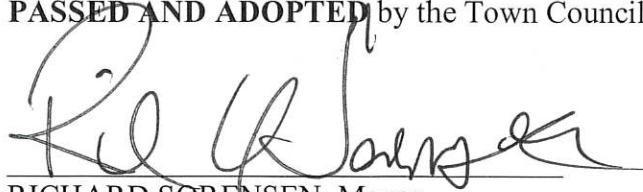
**NOW, THEREFORE, BE IT RESOLVED** by the Huntsville Town Council as follows;

**Section 1.** Ratification. That the Agreement between Huntsville Town and Andersen Engineering attached hereto as Exhibit “A” and incorporated herein by this reference is hereby ratified by the Town Council and shall continue in full force and effect according to the terms of the Agreement.

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

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

**PASSED AND ADOPTED** by the Town Council on this 21<sup>st</sup> day of August 2025.

  
RICHARD SORENSEN, Mayor

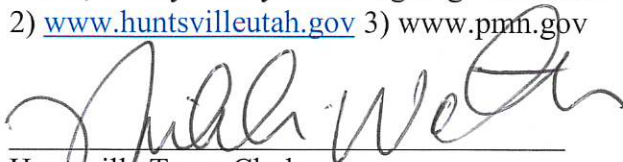
ATTEST:

  
BECKKI ENDICOTT, Clerk

**RECORDED** this 21<sup>st</sup> day of August 2025.

**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 foregoing resolution was duly passed and published, or posted at 1) Town Hall 2) [www.huntsvilleutah.gov](http://www.huntsvilleutah.gov) 3) [www.pmm.gov](http://www.pmm.gov)

  
Huntsville Town Clerk

DATE: 8-21-2025

## **TOWN ENGINEER PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 21 day of August, 2025, by and between:

**Client:** Huntsville Town  
Address: 7474 East 200 South

**Engineer:** Andersen Engineering  
Address: 2167 East 6225 South  
License #: 5047149-2202

---

### **1. Scope of Services**

#### **A. Capital Improvement Project (CIP) Support**

The Engineer shall assist in the development, planning, and execution of the Town's Capital Improvement Program. This includes preparing project scopes, preliminary budgets, schedules, and conceptual designs. For funded CIP projects, the Engineer shall provide detailed design, construction drawings, technical specifications, and cost estimates. The Engineer shall also assist with bidding, contract award, and construction administration, including submittal reviews, progress meetings, and change order evaluation.

#### **B. Development Review**

The Engineer shall review subdivision plats, site plans, grading plans, stormwater management plans, and utility designs submitted by private developers. The review shall verify conformance with Town codes, design standards, and master plans. The Engineer shall prepare written comments, coordinate with planning and zoning staff, attend development review meetings, and assist in ensuring compliance prior to approval and permitting.

#### **C. Permitting and Regulatory Compliance**

The Engineer shall support the Town's permitting processes, including the review and issuance of right-of-way (ROW) encroachment permits, grading permits, utility connection permits, and other applicable construction-related approvals. The Engineer shall ensure compliance with MS4 stormwater discharge permits, erosion and sediment control regulations, and other environmental or engineering-related requirements imposed by state or federal agencies.

#### **D. Public Infrastructure Oversight**

The Engineer shall oversee and inspect the construction of public infrastructure to ensure that improvements are constructed in accordance with approved plans and specifications. This includes streets, sidewalks, drainage systems, water and sewer utilities, traffic signage, and other municipal assets. The Engineer shall work with contractors to resolve field issues and recommend acceptance of public improvements upon satisfactory completion.

#### **E. Technical Advising and Staff Support**

The Engineer shall serve as a technical advisor to the Town Council, Planning Commission, and Town Administration. This includes providing engineering opinions, preparing staff reports, and attending public meetings or hearings when requested. The Engineer shall coordinate with other consultants, utility providers, and agencies on behalf of the Town and assist in preparing grant applications, technical studies, and reports as needed.

#### **F. GIS, Asset Management, and Recordkeeping**

The Engineer may assist the Town in updating or maintaining geographic information system (GIS) data, infrastructure inventories, as-built records, and maintenance logs. The Engineer shall help implement systems for asset management and capital planning to support long-term infrastructure sustainability.

---

### **2. Compensation**

The Client agrees to compensate the Engineer for services rendered under this Agreement in amount of **\$125** per hour. Compensation will be based on an hourly rate. The Engineer shall submit monthly invoices for services performed, and payment shall be due within thirty (30) calendar days of the invoice date. Invoices not paid within forty-five (45) days may be subject to interest at the rate of 1.5% per month, or the maximum rate allowed by law, whichever is less. The Client shall also reimburse the Engineer for pre-approved, reasonable out-of-pocket expenses incurred in connection with the performance of services.

---

### **3. Schedule**

Services shall begin on or about **August 1, 2025**.

---

#### **4. Standard of Care**

The Engineer shall perform all services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the civil engineering profession under similar circumstances and in the same geographic region. The Engineer shall use professional judgment and reasonable diligence in carrying out all duties, with the goal of delivering services that are technically sound, code-compliant, and aligned with generally accepted industry practices.

No warranty or guarantee, express or implied, is made or intended by this Agreement, except as may be expressly provided herein. The Client acknowledges that the practice of engineering is not an exact science and that the Engineer's services are subject to inherent uncertainties, including regulatory interpretation, third-party review processes, and site-specific conditions. The Engineer shall not be held responsible for delays, errors, or omissions resulting from factors beyond their control or for construction means, methods, or safety procedures, which remain the responsibility of the contractor.

---

#### **5. Limitation of Liability**

To the fullest extent permitted by law, the total liability of the Engineer, its officers, employees, and subconsultants to the Client for any and all claims, losses, costs, damages, or expenses arising out of or in connection with this Agreement or the services provided hereunder, whether based in contract, tort, negligence, strict liability, or otherwise, shall be limited to the amount of compensation actually paid to the Engineer under this Agreement. In no event shall the Engineer be liable for any special, indirect, incidental, punitive, or consequential damages, including but not limited to loss of use, delay, lost profits, or loss of business, regardless of the cause or legal theory asserted.

---

#### **6. Termination**

Either party may terminate this Agreement upon 7 days' written notice. Engineer shall be paid for services rendered to the date of termination.

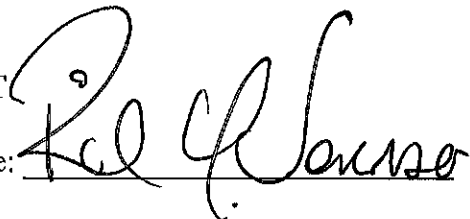
---

#### **7. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of law principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in a court of competent jurisdiction located within the State of Utah, and the parties hereby consent to the jurisdiction and venue of

such courts.

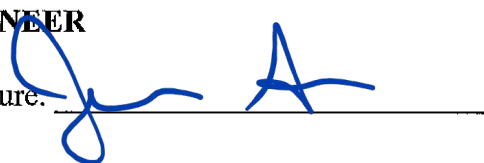
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CLIENT: 

Signature: Richard L. Sorensen

Name: RICHARD L. SORENSON

Date: 9/15/25

ENGINEER 

Signature: Jared Andersen

Name: Jared Andersen

Title: Huntsville Town Engineer

Date: 09/16/2025