

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING

Thursday, February 6, 2025, 6:00 p.m.

Huntsville Town Hall, 7474 E. 200 South, Huntsville

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

Citizens: Melissa Knowles-Treasurer, LT. Cowley, Jeff Keeney, Dakota Hyde, Jeff Hyde, Rex Harris, Star Primm, Lee Primm, Chandlyr Shupe Marriott, Beckki Endicott- Clerk, Blaine Vernon, Regen Sorensen, Daxton Sorensen, Kara Templin, Liz Poulter, Ramona Clapperton, Jodi Richardson, Shannon Smith-Clerk, Kirk Nigro- Rocky Mtn. Power

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

2-Pledge of Allegiance led by Lt. Garth Cowley

3-Opening Ceremony given by Bruce Ahlstrom

4-Public Comments:

Star Primm- She was disappointed that the Town Community Center had turned into a "Pickleball Business." She attended early meetings about the building of the community center(before it was constructed), and they talked about many uses for the building including futsal, basketball and volleyball. These uses were also written in the Ramp Grant Application. According to the RAMP organization, if the applicant makes changes like adding a pickleball surface, they need to submit an amendment to RAMP. The pickleball surface limits the uses of the building. She thinks many people are unaware of this change and a lot more people would be at the meeting if they did know. Star stated that it would cost her family too much to rent the court every week. They could go on Monday nights when it's free, but she was told by a friend that had gone on a Monday that there were many advanced players there and it wasn't an ideal time for families. She would like to see more concessions made to make it more affordable for families. She also felt that with some creativity the Town could figure out how to pay for the expense of operating the building without needing to charge for things like pickleball.

Mayor Sorensen explained the cost for running the building. He asked Star what a better way would be to operate the community center. She said it would be great if there were times when kids could learn pickleball. She also felt like the pickleball court fees might bring in more than the town needed to cover operating costs, and they should seek to make it more affordable for families.

Rex Harris- He believes that Huntsville Town should leave the Ogden Valley Parks Service District because there is no benefit to the Town. He also pointed out that Huntsville does not have good representation on the board. Huntsville gets one representative on the 9-member board.

Regen Sorensen- She was hoping that if they held weddings at the community center that they wouldn't undercut her wedding business or others in town. She spends an enormous amount on advertising every month and the community center does not. She also warned the Town that if they held weddings their floor would be a sticky mess because of the soda and cake.

Jeff Hyde- He counted how many wedding businesses were in town including his and came up with nine. He estimated that there were probably more wedding businesses in Huntsville Town than any other city. He stated that his business has donated to the community center and to other nonprofit organizations in the Town. His expenses every month are massive.

5-Sheriff's Report –There were minor calls and traffic violations average for this time of year. Sandy Hunter asked if the Volunteers in police service could help with code enforcement. Lt. Cowley said VIPs help with traffic and with patrolling, being a "witness" but can't take any action.

6. Presentation by Chandlyr Shupe on the Patriotic Program for the July 4th Celebration-

Chandlyr explained that she would like to do a theatrical production for this year's patriotic program with the theme of "Remember." She and the Chordettes will be performing several songs and several actors from the local area including the Salt Lake Valley will be part of the production. Her plans include having it on both the 3rd and 4th of July. The 3rd would be free to valley residents. They could raise money for future productions by asking for donations at the door. There could be a raffle supported by local businesses. She had talked to Jr. Johansen, a Huntsville resident and artist, about illustrating the flyers for the event. She would also like to see a Christmas program being held in December with Kay Kilgore, a valley resident who leads the Valley Chordettes helping with the program. It would be something to bring the community together.

She was concerned about the sound system and the piano. The TC brainstormed how they could get a piano for the building. She would like to involve current members of the military from Hill Air Force Base in the program. Another idea she proposed was to give those who bought a certain number of tickets for the games at the 4th celebration, tickets for the raffle as well. She wanted to make sure there was a way to make sure the money being raised for future productions on the 4th stays in that fund and doesn't get put in the general 4th of July fund.

Kirk Nigro, representing Rocky Mountain Power, announced that his company has community grants if the Town wanted to look into applying to help with this production or other community needs.

7. Presentation by Blaine Vernon on maintenance updates in Huntsville Town.

There hasn't been a lot of plowing since there hasn't been much snow this year. He has been working to fix some leaks in the bathrooms at the park. TCM Powell asked him if they bought slides if Blaine could install them. They decided to take a look at the park again in March. Blaine asked TCM Powell about the problem with the leach field near the playground and he said he was still waiting to hear back from someone he tried to contact about it.

8. Presentation by Jeff Keeney on ideas for Historic Buildings in Huntsville Town.

Jeff Keeney had an idea to have a bakery in the little brick building. He wanted to rent it out himself, but it's not feasible at this time. He wondered if it could be a place where baked goods could be brought in and sold. They could have tables and chairs put in front like a street café and Huntsville could even have a signature dish. He gave the example of going to Bear Lake for raspberry treats. He would be interested in helping with the concept.

9. Presentation by Dakota Hyde and Jeff Hyde about creating a pathway behind the Aldous Cabin (Attachment #1)

Table 25 on 25th Street is looking to lease the restaurant building that the Hyde's own (The old BBQ restaurant bldg) The restaurant owners need some help in getting an alcohol license and they need to have a pathway from 200 S. to the restaurant to be compliant. Dakota Hyde said the pathway would also increase the walkability of the area. They already donated a boardwalk going around their Huntsville Square years ago with this in mind. The TC talked about going over the next day to look at where they wanted to put in the path. Dakota explained that the pathway would be concrete, wood, or pavers, would be ADA compliant, and the Hyde's would cover the cost. Jeff Hyde reminded the Town that the sprinkling system on that lot by the old building is not working and the Town is starting to lose their Maple tree there. He watered it himself with the water on his property last summer. The TC decided they would go to the property the next day and discuss the idea.

10. Discussion and/or action on approval of \$5,000 for the purchase of Fireworks for the July 4th Celebration (See Attachment #2)

Ramona Clapperton represented her son who does the firework show every year for Huntsville Town. Originally, she had given the Town Council a choice between the \$4,500 and \$5,000 shows, but since then had realized that last year they did the \$5,500 show. Since the Clappertons have been doing the show for years and are wanting to move on, TCM Powell has started looking at other options. One contact he had in Plain City quoted him \$30,000.

TCM Powell said there may be people who can donate this year for fireworks. He was going to contact them.

TCM Powell motioned to approve spending \$5,500 for the fireworks for July 4th this year. TCM Ahlstrom seconded the motion. Roll Call vote. Votes reflected below. Motion passed 4-0.

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

11. Discussion and/or action on approval of Ordinance 2025-02-06 Rocky Mtn Power Franchise Agreement (See Attachment #3)

Kirk Nigro from RM Power remarked that he had enjoyed being at the meeting and seeing how communities work. The franchise agreement between Rocky Mountain and Huntsville Town is a land use agreement. They work together as a partnership in the community. Last time the RM Power Franchise Ordinance was renewed was 50 years ago. This agreement will be renewed again in 20 years.

The Franchise Ordinance spells out the rights of the community. It describes what happens to the assets when a community grows and changes. RM Power will pay for the costs of moving things around if and when it is needed.

He took a moment to explain the work that Rocky Mountain Power has been doing in the valley to mitigate the fire risk. This work includes burying some of their lines.

TCM Sandy Hunter motioned to approve Ordinance 2025-02-06 Rocky Mtn. Power Franchise Agreement. TCM Ahlstrom seconded the motion. Roll call vote. Votes reflected below. Motion passed 4-0.

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

12. Discussion and/or action on approval of Resolution 2025-02-06A Community Center Fees (See Attachment #4)

Mayor Sorensen recused himself from the conversation because he is a part owner with his wife in her wedding reception business. The TC discussed the Community Center fees. Rex Harris, who is the Town Hall and Community Center Building Manager, made a presentation on the building and how the uses and fees were decided. He explained that they don't know for sure yet, but it looks like the operating costs will be around \$3,000 per month. Pickleball could bring them \$2,000 a month. Rex explained that the Town Hall Committee had met a few different times to discuss the uses and fees of the building. They had looked at appropriate and non-appropriate

uses. When thinking about each use they looked at three criteria: whether it's legal, ethical, and doesn't damage the building. He discussed the issue of undercutting the wedding businesses in Town. He stated that whatever you used the Community center for-whether it was birthdays, anniversaries, or other events- they could also be done at the other venues so it would be hard to escape the competition. He also explained that if you don't allow an activity in the building you have to have a good explanation.

TCM Sandy Hunter stated that the TC had discussed the uses of the new building in three separate TC Meetings last fall. They had concluded that weddings should not be one of the uses. After attending the two separate Town economic work session meetings recently, TC Sandy Hunter explained that the Town is trying to support local businesses and that's a reason that they did not want to allow weddings. They did not want to compete with their local businesses.

Rex Harris followed this by a presentation on the fees with examples of different scenarios and different uses for each space. This presentation was met with much debate between the Town Council, local business owners and Town staff. Out of this debate came three major issues: the Town needs money to operate the building, the business owners don't want to lose business because of the Town's new building, and some residents believe the Community Center uses should be more varied and lower priced because it is for the community. After much debate the Town Council decided to discuss it further in a work session to be held in the coming week. **TCM Powell motioned to table the issue. TCM Ahlstrom seconded the motion. The TC discussed it more. TCM Sandy Hunter made a second motion to approve the fees but table the event classification. She withdrew her amendment. TCM Hunter motioned to approve the pickle ball fees only in Resolution 2025-02-06A and have a work session to discuss the rest of the uses and fees for the Community Center. TCM Ahlstrom seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 2-1.**

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

13 Discussion and/or action on approval of Resolution 2025-02-06B Community Center Rules (See Attachment #5)

The TC discussed the fact that the rules in the resolution were only for pickleball and the rules for the other uses and spaces in the building needed to be established.

TCM Ahlstrom motioned to approve Resolution 2025-02-06B Community Center Rules. TCM Hunter seconded the motion. All Votes Ayes. Motion passed.

14. Discussion and/or Action on approval of dispersement of tax monies to the OVPSA Board (See Attachment #6)

TCM Powell explained that the OVPSA used to have a process for dispersing money to Huntsville Town for their park. A couple of years ago after a change in treasurers, they said they would not be able to follow the same process. Now they're asking Huntsville Town to give their tax dollars earmarked for the Huntsville Park to the OVPSA board first before they disperse their extra money to Huntsville Town. Recently TCM Powell has tried to get the board to reimburse the Town for their park expenses and they would not. They agreed but wouldn't put it in writing. The OVPSA budget did not end up on their last agenda, but hopefully it will be on the next agenda. Huntsville cannot get any money until that is done. Mayor Sorensen stated that the OVPSA treasurer assured him that if Huntsville Town would give the board the tax money that they would reimburse the Town. TCM Powell suggested submitting a budget for the park in the coming year so they could get money moving forward. He is fairly confident in the new leadership of the board. Further, TCM Powell feels like getting the outdoor pickleball courts into the park zone will give them a chance to renegotiate the parks agreement which is vague. TCM Sandy Hunter spoke about the need to decide whether they still want to be in the park district. **TCM Sandy Hunter motioned to table the issue. TCM Ahlstrom seconded the motion. All votes ayes. Motion passed.**

15. Discussion and/or action on approval of Minutes for Town Council Meeting January 9, 2025 (See Attachment #7)

TCM Sandy Hunter motioned to approve the minutes for Town Council Meeting January 9, 2025. TCM Powell seconded the motion. All votes Ayes. Motion passed.

16. Discussion and/or action on approval of Minutes for Work Session January 22, 2025 (See Attachment #8)

TCM Sandy Hunter motioned to approve the minutes for Work Session January 22, 2025. TCM Powell seconded the motion. All votes ayes. Motion passed.

17. Discussion and/or action on approval of Minutes for Work Session January 30, 2025 (See Attachment #9)

TCM Sandy Hunter motioned to approve the minutes for Work Session January 30, 2025. TCM Powell seconded the motion. All votes ayes. Motion passed.

Department Updates:

TCM Artie Powell: Three slides in the park need to be replaced. He got a \$1,500 bid to replace them. Melissa Knowles, Huntsville Town Treasurer, explained that for expenses over \$1,000 there needed to be two bids. He was going to do more research.

TCM Sandy Hunter motioned to approve the January bills. TCM Powell seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 4-0.

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard L. Sorensen	X			
CM Bruce Ahlstrom	X			
CM Lewis Johnson				X
CM Sandy Hunter	X			

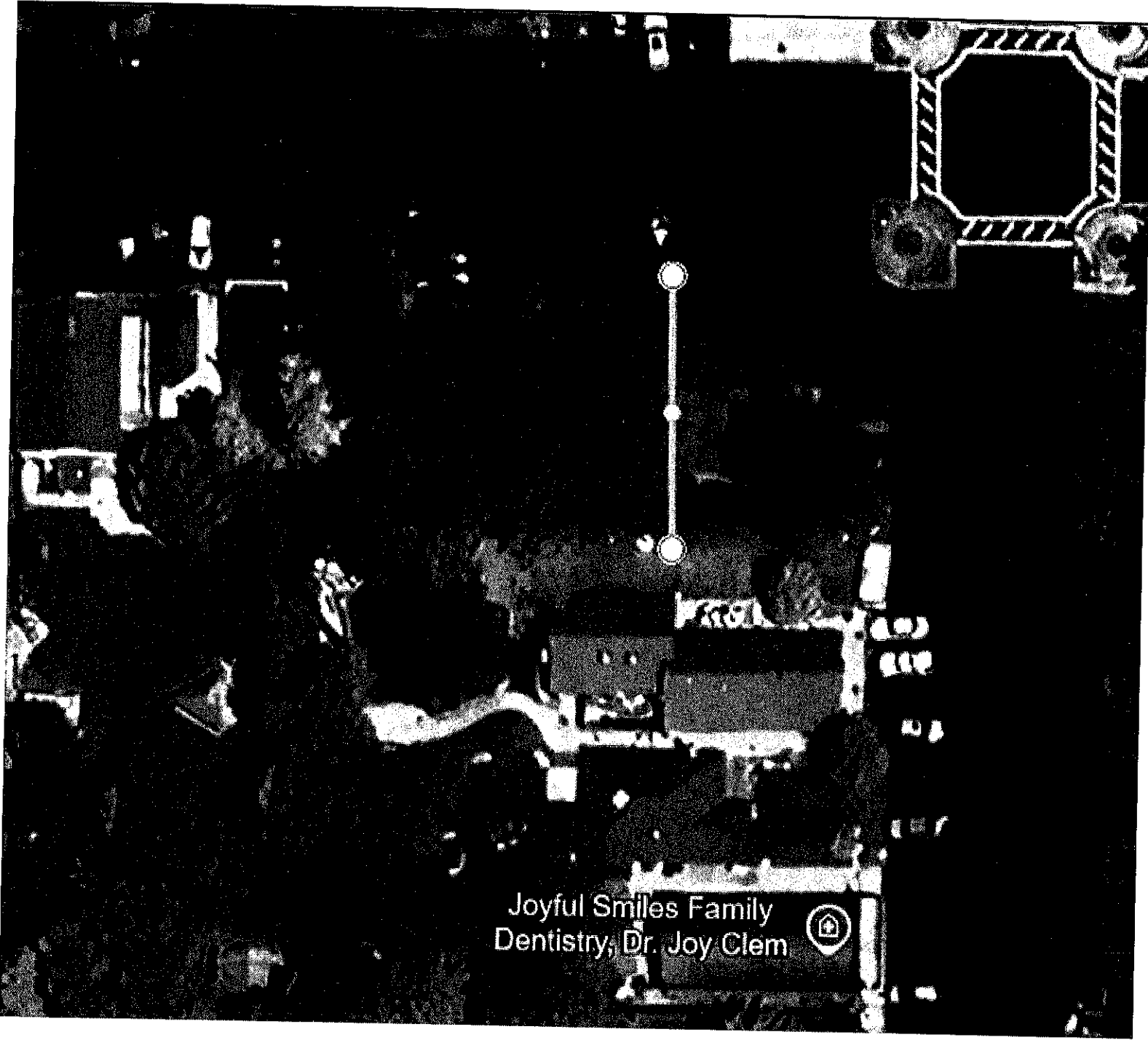
Mayor Sorensen explained that the TC was going to have a closed session afterwards to discuss the old building they own on 2nd street. Three different parties are interested in renting it. Because of the length of the meeting that night they would have that discussion at the next meeting.

TCM Ahlstrom- He asked those who volunteered their time on the “Great Water Leak” to submit their hours to him so he could turn them in.

TCM Ahlstrom motioned to adjourn the meeting. TCM Hunter seconded the motion. All votes ayes. Motion passed.

Meeting adjourned at 9:42 p.m.

Nikki Wolthuis, Town Clerk



Joyful Smiles Family
Dentistry, Dr. Joy Clem



Huntsville

July 4, 2024

Ramona Clapperton
 [Redacted] East Huntsville, UT 84317

Type of Display	Shipped Show	Fired by Customer
TOTAL FINALE SHELL COUNT		60
TOTAL PREMIUM AERIAL SHELL COUNT		336
TOTAL BARRAGE EFFECTS COUNT		500
GRAND TOTAL SHELL AND EFFECT COUNT		896
SHOW VALUE		\$7,690.43
DISCOUNT		\$2,190.43
FINAL COST		\$5,500.00

Due Feb 28, 2024 for discount

 Buyer Signature

 Date

 Fireworks West Internationale

 Date

Sponsor agrees to procure and furnish a suitable place to display the said fireworks, and to secure all police, fire, local and state permits, and to arrange for any security bonds as required by law in their community when necessary, and agrees to furnish necessary police, fire and sponsor's protection, for proper crowd control, auto parking and proper supervision in clearing of debris after the display. Buyer agrees to comply with NFPA safety standards. This order is subject to acceptance by Fireworks West Internationale. This merchandise is sold upon the condition that the buyer indemnify the seller from any civil action occasioned from the handling, storage, use or sale of the merchandise, including court costs and attorney fees. Late fees of 2% per month carrying charge, \$50 minimum, will be assessed on all past due accounts, buyer agrees to pay all collection costs.



PO Box 294 Logan, UT 84323

www.fireworkswestint.com

435-753-2070 Office

9-UT-005-50-4G-00143

Huntsville

July 4, 2025

Ramona Clapperton
[Redacted] at Huntsville, UT 84317

Type of Display	Shipped	Show	Fired by Customer
TOTAL FINALE SHELL COUNT			60
TOTAL PREMIUM AERIAL SHELL COUNT			264
TOTAL BARRAGE EFFECTS COUNT			500
GRAND TOTAL SHELL AND EFFECT COUNT			824
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SHOW VALUE			\$7,110.82
DISCOUNT			\$2,110.82
FINAL COST			\$5,000.00
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Due Feb 28, 2025 for discount			

Buyer Signature _____ Date _____
Fireworks West Internationale _____ Date _____

Sponsor agrees to procure and furnish a suitable place to display the said fireworks, and to secure all police, fire, local and state permits, and to answer for any damages or penalties levied in their communities, and agree to furnish



Huntsville

July 4, 2025

Ramona Clapperton [REDACTED]
[REDACTED] Huntsville, UT 84317

Finale and Opening Salvo Shells

3" Assorted Color Finale Shells (10) Shot Chain	5
3" Titanium Salute Finale Shells (10) Shot Chain	1

TOTAL FINALE SHELL COUNT 60

Premium Aerial Shells

3" Premium Display Shell	144
3" Titanium Salutes	12
4" Premium Display Shell	72
5" Premium Display Shell	36

TOTAL PREMIUM AERIAL SHELL COUNT 264

Multiple Shot Barrage

200 Multi-Shot Barrage Cake	1
300 Multi-Shot Barrage Cake	1

TOTAL BARRAGE EFFECTS COUNT 500

Additional Supplies

Shipping	1
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GRAND TOTAL SHELL AND EFFECT COUNT	806
SHOW VALUE	\$6,400.90
DISCOUNT	\$1,900.08
ADJUST TO BUDGET	-\$0.82
FINAL COST	\$4,500.00

Due Feb 28, 2025 for discount

_____ Buyer Signature	_____ Date
_____ Fireworks West Internationale	_____ Date

Sponsor agrees to procure and furnish a suitable place to display the said fireworks, and to secure all police, fire, local and state permits, and to arrange for any security bonds as required by law in their community when necessary, and agrees to furnish necessary police, fire and sponsor's protection, for proper crowd control, auto parking and proper supervision in clearing of debris after the display. Buyer agrees to comply with NFPA safety standards. This order is subject to acceptance by Fireworks West Internationale. This merchandise is sold upon the condition that the buyer indemnify the seller from any civil action occasioned from the handling, storage, use or sale of the merchandise, including court costs and attorney fees. Late fees of 2% per month carrying charge, \$50 minimum, will be assessed on all past due accounts, buyer agrees to pay all collection costs.



435-753-2070 Office

PO Box 294 Logan, UT 84323
www.fireworkswestint.com

9-UT-005-50-7D-00143



3" Premium Display Shell	144
3" Titanium Salutes	12
4" Premium Display Shell	72
5" Premium Display Shell	18

TOTAL PREMIUM AERIAL SHELL COUNT	246
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Multiple Shot Barrage	
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200 Multi-Shot Barrage Cake	1
300 Multi-Shot Barrage Cake	1

TOTAL BARRAGE EFFECTS COUNT	500
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Additional Supplies	
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Shipping	1
Flares	6

GRAND TOTAL SHELL AND EFFECTS COUNT	806
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Fireworks West Internationale

PO Box 294 Logan, UT 84323

435-753-2070 Office

www.fireworkswestint.com

9-UT-005-50-7D-00143

**HUNTSVILLE TOWN
ORDINANCE 2025-02-06**

FRANCHISE AGREEMENT – ROCKY MOUNTAIN POWER

**AN ORDINANCE OF HUNTSVILLE TOWN, UTAH, ADOPTING A
FRANCHISE AGREEMENT WITH ROCKY MOUNTAIN POWER FOR
CERTAIN USE OF THE PUBLIC RIGHT-OF-WAY; SEVERABILITY;
AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, Rocky Mountain Power (“Franchisee”) is a corporation that provides energy and electrical services as defined by State Law;

WHEREAS, *Utah Code Annotated* §10-8-84 and 10-8-60 allow municipalities in the State of Utah to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, *Utah Code Annotated* §10-8-11 authorizes the City to regulate the use of streets, alleys, avenues, sidewalks, crosswalks, parks and public grounds, prevent and remove obstructions and encroachments thereon;

WHEREAS, Franchisee desires to operate energy, electrical, and power facilities within the public right-of-way within the Town in accordance with the attached Franchise Agreement;

WHEREAS, the Town has regulations governing excavation and standards for construction in the public right-of-way.

WHEREAS, the public interest is served by the Franchise Agreement adopted and incorporated herein;

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

- Section 1: Adoption.** The mayor is authorized to finalize and execute the Franchise Agreement incorporated herein by this reference as set forth in Exhibit “A” attached hereto.
- Section 2: Severability.** If a Court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which remainder shall continue in full force and effect.

Section 3: Effective date. This Ordinance takes effect immediately upon mayoral approval and posting.

PASSED AND ADOPTED by the Town Council on this 6 day of February, 2025.

[Signature]
Mayor

ATTEST:
[Signature]
Town Clerk



RECORDED this 19 day of February, 2025.
PUBLISHED OR POSTED this 19 day of February, 2025.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with Utah Code Annotated '10-3-713, 1953 as amended, I, the Town Clerk of Huntsville Town, hereby certify that foregoing Ordinance was duly passed and adopted, published, and/or posted as provided by State Law.

[Signature] DATE: 2-19-2025
Town Clerk

EXHIBIT “A”

Franchise Agreement

**AN ORDINANCE GRANTING AN ELECTRIC UTILITY FRANCHISE
AND GENERAL UTILITY EASEMENT
TO
ROCKY MOUNTAIN POWER**

WHEREAS, Rocky Mountain Power, is a regulated public utility that provides electric power and energy to the citizens of Huntsville Town (the "Town") and other surrounding areas;

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the Town;

WHEREAS, the Town, pursuant to the provisions of Utah Code Ann. § 10-8-21 has the authority to regulate power line facilities within public ways and to grant to Rocky Mountain Power a general utility easement for the use thereof;

WHEREAS, the Town desires to set forth the terms and conditions by which Rocky Mountain Power shall use the public ways of the Town;

NOW, THEREFORE, be it ordained by the Town:

SECTION 1. Grant of Franchise and General Utility Easement. The Town hereby grants to Rocky Mountain Power the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as "Electric Facilities") in, under, along, over and across the present and future streets, alleys, and rights-of-way, not including Town parks, buildings or other spaces not associated with Town-owned rights-of way (collectively referred to herein as "Public Ways") within the Town, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the Town and persons and corporations beyond the limits thereof.

SECTION 2. Term. The term of this Franchise and General Utility Easement is for Twenty (20) years commencing on the date of acceptance by the Company as set forth in Section 3 below.

SECTION 3. Acceptance by Company. Within sixty (60) days after the passage of this ordinance by the Town, Rocky Mountain Power shall file an unqualified written acceptance thereof, with the Town Recorder otherwise the ordinance and the rights granted herein shall be null and void.

SECTION 4. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the Town shall be nonexclusive and the Town reserves the right to use the Public Ways for itself or

any other entity that provides service to Town residences; provided, however, that such use shall not unreasonably interfere with Rocky Mountain Power's Electric Facilities or Rocky Mountain Power's rights as granted herein.

SECTION 5. Town Regulatory Authority. In addition to the provision herein contained, the Town reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Utah, the laws of Utah or Town Ordinance.

SECTION 6. Indemnification. The Town shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by Rocky Mountain Power of its Electric Facilities. Rocky Mountain Power shall indemnify, defend and hold the Town harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of Rocky Mountain Power's use of the Public Ways within the Town, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The Town shall: (a) give prompt written notice to Rocky Mountain Power of any claim, demand or lien with respect to which the Town seeks indemnification hereunder; and (b) permit Rocky Mountain Power to assume the defense of such claim, demand, or lien. If such defense is not assumed by Rocky Mountain Power, Rocky Mountain Power shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, Rocky Mountain Power shall not be obligated to indemnify, defend or hold the Town harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the Town or any of its officers or employees.

SECTION 7. Annexation.

7.1 Extension of Town Limits. Upon the annexation of any territory to the Town, the rights granted herein shall extend to the annexed territory to the extent the Town has such authority. All Electrical Facilities owned, maintained, or operated by Rocky Mountain Power located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.

7.2 Notice of Annexation. When any territory is approved for annexation to the Town, the Town shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to Rocky Mountain Power: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the Town's ordinance approving the proposed annexation. The notice shall be mailed to:

Rocky Mountain Power Customer Contact Center
Attn: Annexations
P.O. Box 400
Portland, Oregon 97207-0400

With a copy to:

Rocky Mountain Power
Attn: Office of the General Counsel
1407 West North Temple, Room 320
Salt Lake Town, UT 84116

SECTION 8. Plan, Design, Construction and Installation of Company Facilities.

8.1 All Electrical Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and town laws, codes and regulations.

8.2 Except in the case of an emergency, Rocky Mountain Power shall, prior to commencing new construction or major reconstruction work in the Public Ways, apply for any permit from the Town as may be required by the Town's ordinances, which permit shall not be unreasonably withheld, conditioned, or delayed. Rocky Mountain Power will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the Town, and the Town may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Rocky Mountain Power shall not be obligated to obtain a permit to perform emergency repairs.

8.3 All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the Town and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the Town.

8.4 If, during the course of work on its Electrical Facilities, Rocky Mountain Power causes damage to or alters the Public Way or public property, Rocky Mountain Power shall (at its own cost and expense and in a manner reasonably approved by the Town) replace and restore it in as good a condition as existed before the work commenced.

8.5 In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, Rocky Mountain Power shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by Town ordinance.

8.6 The Town shall have the right without cost to use all poles and suitable overhead structures owned by Rocky Mountain Power within Public Ways for Town wires used in connection with its fire alarms, police signal systems, or other public safety communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the Town for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that Rocky Mountain Power shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the Town shall be in such a manner as to prevent safety hazards or interferences with Rocky Mountain Power's use of same. Nothing

herein shall be construed to require Rocky Mountain Power to increase pole size, or alter the manner in which Rocky Mountain Power attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. Town attachments shall be installed and maintained in accordance with the reasonable requirements of Rocky Mountain Power and the current edition of the National Electrical Safety Code pertaining to such construction. Further, Town attachments shall be attached or installed only after written approval by Rocky Mountain Power in conjunction with Rocky Mountain Power's standard pole attachment application process. Rocky Mountain Power shall have the right to inspect, at the Town's expense, such attachments to ensure compliance with this Section 8.6 and to require the Town to remedy any defective attachments.

8.7 Rocky Mountain Power shall have the right to excavate the Public Rights of Ways subject to reasonable conditions and requirements of the Town. Before installing new underground conduits or replacing existing underground conduits, Rocky Mountain Power shall first notify the Town of such work by written notice and shall allow the Town, at its own expense, (to include a pro rata share of the trenching costs), to share the trench of Rocky Mountain Power to lay its own conduit therein, provided that such action by the Town will not unreasonably interfere with Rocky Mountain Power's Electrical Facilities or delay project completion.

8.8 Before commencing any street improvements or other work within a Public Way that may affect Rocky Mountain Power's Electric Facilities, the Town shall give written notice to Rocky Mountain Power.

SECTION 9. Relocations of Electric Facilities.

9.1 The Town reserves the right to require Rocky Mountain Power to relocate its Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the Town. Within a reasonable period of time after written notice, Rocky Mountain Power shall promptly commence the relocation of its Electrical Facilities. Before requiring a relocation of Electric Facilities, the Town shall, with the assistance and consent of Rocky Mountain Power, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the Town. The Town shall assign or otherwise transfer to Company all right it may have to recover the cost for the relocation work and shall support the efforts of Rocky Mountain Power to obtain reimbursement.

9.2 Rocky Mountain Power shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, Rocky Mountain Power may charge the expense of removal or relocation to the developer or customer. For example, Rocky Mountain Power shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition of or caused by a private development.

SECTION 10. Subdivision Plat Notification. Before the Town approves any new subdivision and before recordation of the plat, the Town shall obtain Rocky Mountain Power's approval of Electrical Facilities, including underground facilities to be installed by the developer, and associated rights of way depicted on the plat. A copy of the plat shall be mailed for approval to Rocky Mountain Power:

Rocky Mountain Power
Attn: Estimating Department
1438 West 2550 South
Ogden, Utah 84401

Section 11. Vegetation Management. Rocky Mountain Power or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways, to prevent the branches, limbs or other part of such trees or vegetation from interfering with Rocky Mountain Power's Distribution or Transmission Electrical Facilities. Such work shall comply with the American National Standard for Tree Care Operation (ANSI A300) and be conducted under the direction of an arborist certified with the International Society of Arboriculture. Rocky Mountain Power may also cut down and remove any tree located in the Public Ways which poses a risk to public safety or service reliability. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing. Trees planted in the Public Ways under or near existing Rocky Mountain Power's Distribution or Transmission Electrical Facilities should not interfere with such Electrical Facilities at the tree's full maturity height. For guidance on tree species selection, see Rocky Mountain Power's planting guidelines www.Rockymountainpower.net/trees.

SECTION 12. Renewal. At least 120 days prior to the expiration of this Franchise, Rocky Mountain Power and the Town either shall agree to extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. Rocky Mountain Power shall have the continued right to use the Public Ways of the Town as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise.

SECTION 13. No Waiver. Neither the Town nor Rocky Mountain Power shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

SECTION 14. Transfer of Franchise. Rocky Mountain Power shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, or to affiliates, parents or subsidiaries of Rocky Mountain Power which assume all of Rocky Mountain Power's obligations hereunder, unless the Town shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, Rocky Mountain Power may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Franchise to any financing entity, or agent on behalf of any financing entity to whom Rocky Mountain Power (1) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar

instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

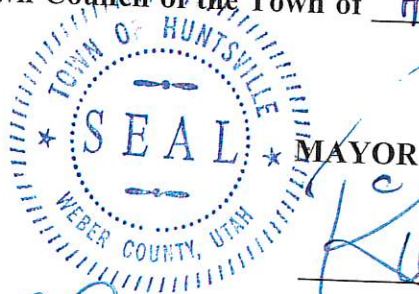
SECTION 15. Amendment. At any time during the term of this Franchise, the Town through its Town Council, or Rocky Mountain Power may propose amendments to this Franchise by giving thirty (30) days written notice to the other party of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the Town and Rocky Mountain Power and formally adopted as an ordinance amendment, which is accepted in writing by Rocky Mountain Power.

SECTION 16. Notices. Unless otherwise specified herein, all notices from Rocky Mountain Power to the City pursuant to or concerning this Franchise shall be delivered to the City Recorder's Office. Unless otherwise specified herein, all notices from the City to Rocky Mountain Power pursuant to or concerning this Franchise shall be delivered to the Regional Business Management Director, Rocky Mountain Power, 852 East 1400 North, Shelley, Idaho, 83274, and such other office as Rocky Mountain Power may advise the City of by written notice.

SECTION 17. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

SECTION 18. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

PASSED by the Town Council of the Town of Huntsville, Utah this 6 day of February, 2025.



[Signature]
MAYOR

ATTEST:

[Signature]
TOWN RECORDER

**HUNTSVILLE TOWN
RESOLUTION 2025-2-6-A**

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ADOPTING HUNTSVILLE TOWN
COMMUNITY CENTER RENTAL FEES.**

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

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

WHEREAS, the Town desires to adopt a Community Center Fee Schedule consistent with support and management of the expenses of the building;

WHEREAS, the Town desires to adopt this resolution to establish uniform fees for residents and non-residents;

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

Section 1: **Repealer.** This resolution supersedes any previously adopted Community Center Rental Schedule for the fees set forth herein purpose contained herein. Any other fees or fee not specifically specified in this Resolution shall continue.

Section 2: **Amendment.** The Huntsville Town Community Center rental rates are amended as follows.

For Standard Use:

Facility Fees

Pickleball Court Rental - \$16 per hour per court

Kitchen - \$16 per hour

Stage - \$16 per hour

Legislative Chambers - \$32 per hour, \$25 per hour for non-profit use

Consult Fee for Community Center Rental - \$30 per 6 hr rental, standard event*
\$60 per 12 hr rental, large event*
\$120 for 24 hr rental, mega event*

Refundable Deposit for Community Center - \$100 for 6 hr rental, standard event*
\$200 for 12 hr rental, large event*
\$300 for 24 hr rental, mega event*

Additional Community Center Amenities

Carpet Covering Court Floor - \$60 per quarter, \$240 for full carpet

Tables (round or rectangular) - \$15 per table

Chairs - \$2 per chair

Video Footage is available based on number of hours to retrieve visuals - \$25 per hour plus storage device cost provided by Huntsville.

***Event Classification for Community Center Rental**

Mega Event: 24 hr minimum rental, available 10 p.m. the night prior to the event, event done by 10 p.m. and vacated before 4 a.m. the next morning.

Large Events: 12 hr minimum rental, available 10 a.m. the day of event and completed by 10 p.m., facility vacated before 4 a.m. the next morning.

Standard Event: 6 hr minimum rental, available 4 p.m. the day of the event and done by 10 p.m., facility vacated before 4 a.m. the next morning.

There may be specific calendar space where Huntsville Town desires to incentivize use of the Community Center. Huntsville Town may offer league play, volume discounts, open play and non-pickleball court use in a desire to promote use of the building and show goodwill towards the community. A suggested schedule of such events can be found in attachment "A" and considered approved by the Town Council for intermittent use when the Community Center is has available reservations.

Section 3: Effective date. This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED by the Town Council on this 6th day of February, 2025.

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

RICHARD SORENSEN, Mayor

ATTEST:

NIKKI WOLTHUIS, Deputy Clerk

RECORDED this 6th day of February 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 3) pnn.gov

NIKKI WOLTHUIS, Deputy Clerk

DATE: _____

DRAFT

Community Hall Fee Schedule

With Examples

EVENT TYPE: Mega (Weddings and similar)

- 24 hr minimum rental
- Available 10 p.m. the night prior to the event
- Event done by 10 p.m.
- Facility vacated before 4 a.m. the next morning

EVENT TYPE: Large (Anniversaries and similar)

- 12 hr minimum rental
- Available 10 a.m. the day of event
- Event done by 10 p.m.
- Facility vacated before 4 a.m. the next morning

EVENT TYPE: Standard (stage events or similar)

- 6 hr minimum rental
- Available 4 p.m. the day of event
- Event done by 10 p.m.
- Facility vacated before 4 a.m. the next morning

PRICE RATES

MEGA

- Consultation Fee **\$120**
- Hall Base Rate with food **\$1,536**
 - Based on \$16/hr for each of the 4 areas (court 1, court 2, kitchen, stage) (\$64/hr x 24 hrs)
- Hall Base Rate without food **\$1,152**
 - Based on \$16/hr for each area minus the kitchen (\$48/hr x 24 hrs)
- Chambers Base Rate (used if entire building is rented) **\$768**
 - Based on \$32/hr x 24 hrs

- Outdoors (Back yard) **\$32/hour**
 - Based on the hours used

LARGE

- Consultation Fee **\$60**
- Base Rate with Food **\$768**
 - Same basis as Mega except based on 12 hrs
- Base Rate without food **\$576**
 - Same basis as Mega except based on 12 hrs
- Chambers Base Rate (used if entire building is rented) **\$384**
 - Based on \$32/hr x 12 hrs

STANDARD

- Consultation Fee **\$30**
- Base Rate with Food **\$384**
 - Same basis as Mega except based on 6 hrs
- Base Rate without food **\$288**
 - Same basis as Mega except based on 6 hrs
- Chambers Base Rate (used if entire building is rented) **\$192**
 - Based on \$32/hr x 6 hrs

CHAMBERS

- **\$75/hour** (Price includes up to 50 chairs and 6 tables)
- With Kitchen usage (only can be used if it does not impact Hall use) **\$91/hour**
 - Based on \$75 + \$16 (kitchen)

AMENITIES (may be common to all for Hall use)

- Full Carpet **\$240**

- ¾ Carpet **\$180**
- ½ Carpet **\$120**
- ¼ Carpet **\$60**
- Tables (round or rect.) **\$15/table**
- Chairs **\$2/chair**

Video Footage

- Cost to be determined

Audio Visual

- Cost to be determined

EXAMPLES

Example 1 MEGA EVENT

Wedding, 24 tables, 150 chairs

Base	\$1,536
Consult	\$120
Carpet	\$240
150 Chairs	\$300
<u>24 Tables</u>	<u>\$360</u>
TOTAL	\$2,556

Example 2 LARGE EVENT

Anniversary, Food, 50 chairs, 10 tables, full carpet

Base	\$768
Consult	\$60

Carpet	\$240
50 Chairs	\$100
<u>10 Tables</u>	<u>\$150</u>
TOTAL	\$1,318

Example 3 STANDARD EVENT

Music concert, no food, 200 chairs, no tables, ½ carpet

Base	\$288
Consult	\$30
200 Chairs	\$400
<u>½ Carpet</u>	<u>\$120</u>
TOTAL	\$838

Example 4 CHAMBERS WITH KITCHEN

Birthday, use council chambers with Kitchen for 6 hours

\$91 x 6	\$546
<u>Consult</u>	<u>\$30</u>
TOTAL	\$576

Example 5 Entire Building

Use of entire building, use chambers for Food, play pickleball, and have a band on stage for Standard 6-hour event, 60 chairs, 10 tables

Hall Base with food	\$384
Chambers Base	\$192
Consult	\$30

Chairs	\$120
Tables	<u>\$150</u>
TOTAL	\$876

Example 6

Need 2 extra hours before start time for each example

Example 1 (64 x 2 x 2)	add an additional	\$256
Example 2 (64 x 2 x 2)	add an additional	\$256
Example 3 (48 x 2 x 2)	add an additional	\$192

**HUNTSVILLE TOWN
RESOLUTION 2025-2-6-B**

A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ADOPTING RULES FOR PICKLEBALL PLAY AT THE HUNTSVILLE TOWN COMMUNITY CENTER

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

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

WHEREAS, the Town desires all who desire to play at the Huntsville Town Community Center to have a good time, take care of the facilities and exhibit courteous behavior;

WHEREAS, the Town desires to adopt a set of rules to maintain order and protect the pickleball facilities from any physical damage;

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

Section 1: **Repealer.** This resolution supersedes any previously adopted Community Center Pickleball rules set forth herein purpose contained herein.

Section 2: **Amendment.** The Huntsville Town Community Center Pickleball rules are amended as follows.

House Rules for Pickleball in **THE HALL** (Huntsville Town Community Center)

- Be courteous to all users (including not using foul language and behaviors), respecting others who have paid to have an enjoyable time
- Please end your activity 5 minutes before the end of your time to allow for a smooth transition for the next scheduled group
- Only use the space that you have paid for (If you haven't paid to use it, don't: just because it is not being used does not allow you to use it for free)
- No food or liquids other than water on the pickleball courts
- Dab any accidental spills, do not scrub the floor
- No animals in the building except as provided by law
- Those under 18 must be accompanied by an adult
- Take special effort to leave the building cleaner than what you found it.
- Use only non-marking soles that are clean and dry on the pickleball courts
- Do not block open any doors
- Do not adjust the thermostats

- Do not intentionally hit anything against the walls, windows, and doors, other than what occurs during normal play on the court
- Do have fun
- Do make new friends
- Do offer suggestions for improved use
- Let others know YOU HAD A GREAT TIME!

Section 3: Effective date. This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED by the Town Council on this 6th day of February, 2025.

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

RICHARD SORENSEN, Mayor

ATTEST:

NIKKI WOLTHUIS, Deputy Clerk

RECORDED this 6th day of February 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 3) pmn.gov

NIKKI WOLTHUIS, Deputy Clerk

DATE: _____

**MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING
MINUTES OF PUBLIC HEARING**

Thursday, April 19th, 2018

7:00 p.m.

Huntsville Town Hall, 7309 East 200 South, Huntsville, UT

Name	Title	Status
James A. Truett	Mayor	Present
Bill White	Council Member	Present
Bill Wangsgard	Council Member	Present
Max Ferre'	Council Member	Present
Wendy McKay	Council Member	Present
Beckki Endicott	Recorder	Present
William Morris	Legal Counsel	Excused

Citizens: Carol Stoker, Cathy Stoker, Linda Laws, Liz Poulter, Ron Gleason, Kristin Jonson, Jennifer Sorensen, Lewis Johnson, River Hyde, Bonnie Hyde, Dakota Hyde, Doug Allen, Luis Rodriguez, Abraham Fraijo, Steve Johnson, Ruston McKay

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

2-The Pledge of Allegiance was led by Ruston McKay.

3-Opening Ceremony was led by CM Bill Wangsgard.

4- Citizen Comments:

Ruston McKay—Ruston made comments regarding the price for culinary water. The comments were read. (See Attachment #1)

Ron Gleason – Ron came to share comments on the Interlocal Agreement between Ogden Valley Parks and Huntsville Town. Ron lives in Huntsville Meadows in Unincorporated Huntsville. Ron wanted the TC to know that he protested the establishment of the Ogden Valley Parks Area. He states it is the establishment of a tax by certain citizens for people outside the OV Parks areas and many of those citizens do not use the park. Ron asked the TC to not enter into the Interlocal Agreement. He recognizes it will be a tax decrease for the residents of Huntsville but he personally feels that Huntsville will be better to stand on its own and keep up the park as it has in the past.

Dakota Hyde – Dakota Hyde wanted to make some comments regarding the pickle ball courts. He has heard there are several different locations purposed for the courts. One location purposed was next to the soccer field and the Hyde's new development project. He is not against the location, but he is wanting to know if there was a plan for artificial lighting at the courts. CM McKay stated currently, there isn't a plan for lighting at the courts. CM McKay stated that lighting was originally in the bid but since that time they received 100% of the money they asked for and they opted to go with a third court instead of lighting. CM McKay explained if they were to do lighting that it would be sport lighting which is directional and shouldn't put off residual

light outside the court. Dakota was concerned primarily about the observatory they are planning to put in the new development. CM McKay didn't see this as a problem. Since there is light outside until 9:30 or 10 p.m. during the summer and the Huntsville curfew is 10 p.m. All lights would be off at 10 p.m. CM McKay commented this is the current practice on the tennis courts. Dakota stated that he is personally against lighting but he understands the desire to have lighting. He asked if lighting is pursued in the future that Huntsville research Class 4 lighting which is dark sky oriented.

Dakota also wanted to express a concern about restrooms if the pickle ball courts are going to be on the soccer field locations. He explained they get a lot of traffic in their stores from people wanting to use restrooms. CM McKay stated there were restrooms at the playground across the street as well as the building on the west side of the park.

Mayor Truett commented he didn't see the need for lights on the pickle ball courts. He wanted to let the Hyde's know that part of the grant money received is for landscaping and they hope to make it look nice. There will be a park bench, drinking fountain and shade. CM McKay stated they will post a sign directing those to a restroom so that people don't bother the library or the other businesses.

Bonnie Hyde – Bonnie wanted to make the council aware that young kids are riding bikes and scooters through The Village. They are riding on the decks, stage and walkways, leaving skid marks on the concrete. They have talked to some of the kids and they are combative. The kids state that they don't see signs. Bonnie states they have signs. Bonnie states this is a liability. She wanted to know if anyone else is having an issue. They are not sure about what to do next. The Hyde's don't want to see anyone get hurt or their property damaged. Mayor Truett states Huntsville can send reminders in the newsletter to the residents. If it continues to be a problem, Mayor Truett states the TC could look at writing an ordinance. Bonnie states they have moms drop their kids off at their location. The Hyde's have put in surveillance but it is not deterring them. Mayor Truett stated that as far as enforcement goes, the only way that they can enforce it is to write an ordinance and then let Weber County Sheriff take care of the enforcement. Lt. Pledger had a suggestion. He stated if the signs are up on private property and the kids refuse to leave, he asked the Hyde's to call the Sheriff. The Deputy's would be happy to come and help. Mayor Truett asked Bonnie to report back to the council to see how this works out.

Lewis Johnson – Lewis would like the council to table any action on the agenda tonight for the rezone of the Steve Johnson and Jack Davis properties. He explained they just received the paperwork a few hours prior to the meeting and they don't agree with some of the wording in the contract. Mayor Truett stated he would agree to table any action. CM White stated the Planning Commission wanted something in writing between the applicant and the Town that could be recorded. The PC asked CM White to draft the agreement. He did that and sent it to the PC for approval. The PC reviewed and approved the Rezone Agreement. CM White states the applicants need to go back to the PC if they didn't agree with the Rezone Agreement. Lewis stated they would go back to the PC. CM White asked if the Jack Davis property wanted to table any action or discussion tonight. Jennifer Sorenson responded that they were applying together with the Johnson's and would want to back to the PC to address their concerns with the

agreement. CM White asked if they wanted to be on the agenda for the PC meeting in May. Jennifer confirmed that they would like to be on the agenda in May.

Dawson Hedges – Dawson stated he was running this morning on First Street, west of 6800 East when he was accosted by some unfriendly dogs. It lasted a long time and he was able to get away. He is concerned about the safety of others, especially children since it is near a bus stop. Dawson states this has happened several times and he has talked to the owner twice to no avail. He hasn't had time to call Animal Control just yet. Mayor Truett asked Dawson to be more specific about the location. Dawson replied it was the old Greg Roylance home, right next to Todd Bass. This incident occurred prior to 6 a.m. and there were two dogs and maybe one other in the shadows. It took several blocks for him to be able to get around the dogs. CM White stated that Steve Songer reported the same location of some unfriendly dogs. Steve Songer recounted to CM White that these dogs do not back down.

Mayor Truett stated the TC has addressed this issue all through the fall and winter. He stated they even met with Animal Control and gave them several locations to look at. The TC is going to keep addressing this issue. Lt. Pledger has been working with the Town to help resolve this issue. Mayor Truett stated he believed the animal issues will escalate now that it is spring. Mayor Truett asked Dawson to give Lt. Pledger the address so that he could follow up.

CM McKay commented she attended a meeting at Animal Control this past week. At the meeting, the consensus was that the dogs start to come out in the spring. She stated that Huntsville needed to make sure there was a no bite ordinance. Ruston McKay commented that because this incident happened before 6 a.m. so Animal Control wouldn't be in town yet. CM McKay responded that they are working on finding a way to local patrol the animals in town.

Abraham – From Ogden Valley Smoke House. Abraham stated the OV Smoke House was just voted #2 restaurant for BBQ in the area. They wanted to celebrate in the community of Huntsville with a little "thank you" event. The OV Smoke House is having an all you can eat BBQ with some live music. The flyer went out in an email blast to residents. The event will be held on the 28th of April. It starts at 4 p.m. and go to 8 p.m. RSVP will be required and is \$11.99. The day of pricing is \$12.99. He will know by next week how many RSVP's they will have and will report back to the Town. Mayor Truett loved the idea. Mayor Truett had some questions. He wanted to make sure there wouldn't be a need for permits, parking and extra sanitation. He wanted to make sure curfew would be observed. Abraham stated that he didn't think they would have more than 150 people. The mass gathering permit is for a minimum of 250.

4 – Motion to adjourn the Regular Council Meeting to hold the public hearings. Mayor Truett made a motion to adjourn the Regular Town Council Meeting and to hold a public hearing. CM Ferre' seconded the motion. All votes aye. Motion passed. The meeting moved to the public hearing.

5- Public Hearing amendments to Ordinance 2016-08-04: An Ordinance establishing a fee to be levied when it is necessary to ticket or tow a car due to parking violations, to add: 'it shall be unlawful to park or cause to be parked any vehicle along the streets designated 'No Parking' or

'Parking by Permit Only' by a sign or device placed in said area, or everything West of 7300 E. as being a no roadside parking area during the months of May-September. (See Attachment #2)

Mayor Truett has been working with Weber Co Sheriff and Lt. Pledger on some new signs. He would like to remove the various signs that are located all over town. He would like to replace them with several larger signs. (See Attachment #3) Mayor Truett passed out the draft of the sign. The sign includes a map and prohibits parking anywhere west of 7300 East. Lt. Pledger met with Lt. Eskelson, the hearing officer, regarding the enforcement of the parking ordinances. Lt. Eskelson helped with ideas regarding the sign and placement of signs so that there wouldn't be a question regarding the enforcement of the "No Parking" ordinance. There will be 8-10 signs total. The signs will be 3 feet by 3 feet. Mayor Truett explained the neighborhood will look better with 8-10 uniform signs versus the 80 signs of various designs all over town. Lt. Pledger made one suggestion to change the wording to "From May 1st to September 30th". Mayor Truett also explained that there will be temporary parking cards available from Town Hall for residents having larger events. The temporary passes will be one-day passes. Each month will be assigned a different color for passes. Mayor Truett asked for comments. All the members of the TC thought this was a great idea.

6 - Public Hearing amendments to Title 12.5.C: Parking and Overnight Camping, Parking, Restrictions; to add 'Parking by Permit Only', or, everything West of 7300 E. as being a no roadside parking area during the months of May-September. (See Attachment #4)

The current ordinance should reflect the changes above.

7-Public Hearing on adoption of Agreement between Huntsville Town and Unified Park District. (See Attachment #5)

Eden and Liberty have entered a valley wide park district. Both Eden and Liberty feel many of people that use the park don't live in the area and the residents should have help in maintaining their parks. Mayor Truett expressed many of the people that use the Huntsville Park are not from Huntsville. The Parks District felt that the Valley could share a tax for the parks. CM White stated currently the tax on residents in Huntsville takes about \$100 per household to maintain the park. The rate with the Parks Agreement will go down to \$30 per resident. CM White stated there will be an increase in the tax rate to those that live outside of Huntsville Town.

The area the Parks Agreement covers is from Powder Mountain to Snowbasin to the bottom of Ogden Canyon and to Monte Cristo. This would bring \$30,000 per year for each park. The Mayor stated when he first heard about the Parks District, he was against it. He stated Huntsville had established annual fund raisers, like the Huntsville Marathon, where the proceeds take care of Huntsville Park. Mayor Truett states he likes that Huntsville retains ownership of Huntsville Park and has final say in what happens at the park. Mayor Truett stated the CFOV matches our funds for the park but the Park District Agreement will provide additional money for the park. In addition, all the monies raised for Huntsville Park will stay in our own accounts for the park.

CM Bill White stated that the ownership of the park will stay with Huntsville. There is a trial period attached to the contract. It is 10 years. If Huntsville is unhappy with the agreement, they can end the contract at the 10-year mark. Currently each park is spending between \$30,000 to

\$35,000 in maintenance and operation. Under the taxing entity, they will collect \$180,000 for the Parks District, essentially doubling the money for improvements and maintenance. Mayor Truett stated there is another area at the bottom of Trapper's Loop that is set aside for Park Development. That project will be included in the contract.

Ron Gleason – Unincorporated area of Huntsville. Ron wanted to clarify some of the specifics of the agreement. He stated per the agreement, only one person would be able to be appointed to the Parks Board from the Town of Huntsville. There are nine board members. Three will be from Eden and three from Liberty. One will be appointed by the Town of Huntsville and the other two will be appointed by the Weber County Commissioners. Ron wanted to make sure everyone was aware of that distribution. He also stated that the board would eventually be elected.

Ron stated although he protested the creation of the Parks District that he wanted to be involved because he believed it would be fiscally important in the future. He has attended the meetings regularly. The current amount collected in taxes for the Parks Agreement will be \$200,000 because of the addition of more homes. He stated the first five years there would be \$1,000,000 collected which will be distributed in the Valley. To him, it is important that the monies be dealt with correctly.

Ron also confirmed that Huntsville will have control over how they want to use their funds. However, when you look at the State Code for Parks, not all the monies will be used. The funds will have to be divided between capital funds and operational funds and it will probably be between .60 and .65 cents on the dollar every year that will be used.

Ron had a question about the funding regarding the financing for Huntsville Town. Prior financials for Huntsville reflect a debt of \$170,000 and he wanted to know if the debt would be carried forward to the Parks District. Mayor Truett responded that the debt was already paid. The debt incurred was for the new bathrooms. The grant money was received from RAMP to take care of the debt. CM McKay stated that RAMP reimburses after the costs have been incurred.

Mayor Truett stated he respected what Ron was stating. Mayor Truett explained the park maintenance is burdensome to the residents and the Town Council. They are constantly looking at ways to fund the maintenance of the Park. Ron commented the Mayor was stating the people that use the parks aren't from Huntsville. Ron states the people living here are burdened with the cost of the park that they aren't using. Ron asked the TC to think about this. Another comment he would like to make is about the 7-acre parcel set aside at the base of Trapper's Loop. He stated this was not part of the agreement and there is nothing in writing saying it will be part of the agreement. He would like the TC to think about the question of why some County Parks are not being included in this Agreement. North Fork Park is not included and neither is the Memorial Park. The County has decided to pick and choose what they want to include and who they want to give assistance to. Ron asks the question, why should those parks be treated differently? From Ron's standpoint, the County doesn't want to spend any money so they want to put it on the taxpayers. Ron thanked the TC for their time. Mayor Truett thanked Ron for his comments.

8-Motion to close the public hearings and re-convene to Regular Council Meeting:

TM Bill Wangsgard motioned to close the public hearing and re-convene to the regular Town Council Meeting. TM Bill White seconded the motion. All votes Aye. Motion passed.

9-Sheriff Department Report: Lt. Jeff Pledger.

Lt. Pledger made notes regarding the kids skating through the Hyde's property in Huntsville. He talked with Dawson Hedges regarding the dog incident and will have animal control contact him so that they can help with the situation.

There are some upcoming events that will impact the traffic in The Ogden Valley. The 30K race will be coming up on April 28th. The route won't go through Town but will impact the main roads in The Valley. Ragnar will be coming through Huntsville on June 1st. The Ogden Marathon will be here on May 19th.

The Sheriff's Office budget for last year did not spend as much as they thought. They are refunding the contract cities the monies they did not spend. \$2453 will be returned to the Town of Huntsville. Lt. Pledger gave the check to Linda Laws.

Mayor Truett:

10. Mayor Truett reviewed a complaint from neighbors regarding a moto cross track that has been built in a rental property's yard. There is a rental property where they have sent up a moto cross track at the house. The Mayor explained this happened last year. It is an eyesore and a safety hazard. Huntsville Town sent a cease and desist order (See Attachment #6). Ron Gault stated he talked with the renters and they stated they never received a letter. Mayor Truett stated he talked to our Town Attorney today. Huntsville Town is required to send a second letter to the home owner. Within 30 days of that second letter the Town can fine the home owner. Mayor Truett stated that Huntsville Town will draft a letter to go to the home owner in California and then have Lt. Pledger hand deliver the letter to the renters. Lt. Pledger agreed the Sheriff's department can help.

11. Discussion and/or action on Ordinance No: 2018-04-19: Ticket or Tow Parking Violations. Mayor Truett made a motion to amend Ordinance No: 2016-08-04 and adopt Ordinance No: 2018-04-19, An Ordinance Establish a fee to be levied when it is necessary to ticket or tow a car due to parking violations. Mayor Truett read Ordinance No: 2018-04-19 as written. CM McKay seconded the motion. All votes aye. Motion passed.

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

12. Discussion and/or action on amendments to Title 12.5.C – Parking Restrictions

Mayor Truett made a motion to amend Title 12.5.C. Mayor Truett read in the amended Title 12.5.C.as written. CM Ferre' seconded the motion. All votes Aye. Motion passed.

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

12. Discussion on Pathways Project, Huntsville Corner.

Mayor Truett reported he met with Weber County and with Century Link regarding the gabion baskets and the stone, Century Link boxes that will contain the fiber optics for the town as they construct an extension of the Weber Pathways Projects at Huntsville Corner. He believes the solution will look nice and work well. The Mayor states they are looking to get the bids back soon.

13. Discussion on Wishing Well Project.

Four different perspective well drillers were taken to the site to make a bid for the well. There was only one bid that came back. He will make a more detailed report later.

14. Update on Republican Party Delegate Convention.

The convention went all day and all night.

15. Discussion on CFOV project.

Linda Laws explained that Star Primm has volunteered to help with the CFOV project this year. CM Wangsgard is over the park and Mayor Truett wanted CM Wangsgard involved. Linda stated they have raised about \$5,000 to go toward a project for the park. The Huntsville Park needs a tractor. Linda stated she thought that a tractor for the park would be a good project. CM White stated they have had an offer of a \$1000 in donations for a new tractor.

CM Wangsgard stated Huntsville really needed a new lawn mower. CM White commented that the agreement with the Parks District covered mowing but the contract doesn't start until next year. CM Wangsgard will talk to the maintenance department and see if they can make it through the year with the old mower.

Mayor Truett confirmed to Linda Laws the project would be a new tractor for the park and CM Wangsgard would be the contact, Star will be the second contact and Linda will handle the finances and application.

Mayor Truett also advised the TC they are looking for future capital projects for the coming fiscal year and to get those to Linda.

Council Member Wangsgard:

16. Department Reports.

CM Wangsgard had some suggestions for possible Eagle Scout Projects. The first is to build crosses for Huntsville Cemetery. They need at least 30 and probably 50. The second project idea is that the fence around the Huntsville Park playground needs some cleaning, painting and repair. The third project idea is for the cert trailer. Huntsville needs additional backboards. Zaxon Butcher is working on 4, but we need an additional two.

The mosquito abatement team will provide us with a video regarding mitigating mosquitoes around resident's homes.

May 5th there is a pickle ball tournament with the proceeds going toward The Boys and Girls Club. It is called Midnight Madness. CM Wangsgard received a request to advertise and let people know about the tournament.

The Huntsville Park playground restrooms haven't progressed for a while. CM Wangsgard reported he was going to go over with the maintenance crew to finish up the job. There is a currently a big pile of dirt that will need to be cleaned up as well. Linda pointed out there are time limitations on the grant. CM Wangsgard would like to know how much grant money is left. There are some broken pipes. Linda will report back to CM Wangsgard about the funds.

CM Wangsgard also reported they are going to clean out the irrigation pond. They are anticipating a good secondary water flow. The anticipated date for turning on the water is May 1st.

17. Discussion and/or action on Unified Parks District Agreement.

CM Wangsgard made a motion to approve the Unified Park District Agreement. CM Ferre seconded the motion.

There was additional discussion on when the payment of tax money could be made to the Park District to fund the Park Maintenance for the year. CM White wanted to know from Linda when Huntsville Town receives its taxes and whether they could fill in February 28th as the date on the Unified Park Agreement for the payment to be made to the District. Linda confirmed this would be doable. Huntsville usually receives its funds in November or December.

Linda brought up the that we would need to look at the amount of tax money spent in the coming year, 2019 for the parks. If the taxes were lowered based on the agreement, Huntsville will need to do a truth in taxation and possibly lower taxes.

Mayor Truett called for a roll call vote.

Mayor Truett Aye X Nay , CM Ferre' Aye X Nay , CM McKay Aye X Nay , CM Wangsgard Aye X Nay , CM White Aye X Nay .

All votes aye. Motion passed. Unified Park District Agreement is approved.

Council Member Ferre’:

18. Discussion and/or action on amendments to Resolution No. 2018-04-19: A Resolution Establishing Huntsville Town Cemetery Plot Fees for Non-Residents. CM Ferre’ motioned to amend resolution No. 2014-10-16 and adopt resolution No. 2018-04-19 A resolution establishing Huntsville Town Cemetery Plot ‘fees for Non-Residents’ as amended. CM Ferre’ read the amendments to Resolution No. 2014-10-16 to Resolution No. 2018-04-19. Seconded by CM White.

Both Cathy Stoker and CM Ferre’ commented the cemetery is running out of physical space for additional plots. The idea behind the changes are to conserve plots for the residents. CM White stated there needed to be a sentence added on page 2, paragraph 1 for consistency and to ensure that it is understood that transfers will not be allowed from resident to non-resident. The wording in paragraph one, page two will read: “any purchase of a plot or transfer of a plot from a Huntsville Town Resident (Persons living within the Huntsville Town Boundary) to a Non-Resident (anyone living within the 84317 zip-code area), will incur a \$1,000 name change fee. No cemetery plots will be sold to anyone living outside the 84317 zip-code area, without approval from the Huntsville Town Council. Any purchase of a plot or transfer of a plot from a Town resident to another Town resident will incur a \$25.00 fee.

Mayor Truett thanked all who were involved in these changes. He felt this was really good work by those involve.

All votes Aye. Motion is approved.

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

CM McKay stated the County should be responsible for a new cemetery. Mayor Truett stated he would like to work on that project.

19. Department Reports.

Council Member Bill White:

CM White updated the Town Council regarding the Planning Commission Meeting regarding the Rezone. He stated the Weil’s, Kristie Bennion, Johnson’s and the Jack Davis Trust filed for a joint Rezone application to rezone from AV-3 to R-1. The Rezone ordinance requires the residents bring their own culinary water source. At the last Planning Commission Meeting, the PC made a motion to recommend the Rezone application and the approval of Concept Development Plans if the applicants brought their own culinary water. CM White stated he had a late assignment to draft the Rezone agreement stating the applicants needed to bring their own water source. He asked the PC to look over the agreement and make sure it reflected what was agreed upon. All members of the

PC agreed the draft reflected the motions made. The agreement was delivered to the applicants today at their homes. CM White stated the drafts were delivered late. It didn't give the families very much time to study the document. The applicants have now left the TC meeting after making comments they didn't agree with the document.

Mayor Truett stated several years ago the TC was working to recruit some people to annex their property into Town. The intent of that was to prevent big business from bordering the Town of Huntsville. Shortly thereafter, the Town received a letter from the State regarding culinary water. Huntsville Town was out of compliance because they did not have a backup water source. Mayor Truett stated as soon as they found that out, they put a moratorium on annexation. The current requests for Rezone were annexed into Town after the new ordinances.

CM White stated Huntsville Town is overallocated for water. CM McKay asked if the reason that we are not allowing water for annexed properties is because their property was zoned agricultural. CM White responded they annexed their property after Huntsville Town adopted ordinances that stated when annexing the residents needed to bring their own water. However, when the property was annexed, it was zoned AV-3, agricultural, and they didn't have need of culinary water. The owners already had water shares for the water uses they needed at the time. CM McKay wanted to know about the other lots in town that are not developed. She asked if they would need their own sources of culinary water. CM White explained if the lots were already established before the ordinance was made then Huntsville Town is required to provide culinary water.

Richard Sorenson asked if the Forest Service was on overflow. CM White stated he hasn't seen a contract but by the Utah State Constitution everybody who lives outside of Town is on a surplus water contract. Many don't realize it. The Town has been working hard to find an extra source of water. Huntsville has been applying for grants to drill wells and remedy this situation but the aquifer in this valley is difficult. The Nuggets Well project didn't turn out the flow needed. Huntsville is hoping for a good outcome with the Wishing Well Project.

20. Discussion and/or action on Rezone Application for the Jack L. Davis Trust Property. CM White made a motion to table the action on the Rezone Application's for the Jack L. Davis Trust Property and the Steve Johnson property. CM McKay seconded the motion. All votes Aye. Motion passed.

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

21. Department Reports:
Council Member Wendy McKay:

CM McKay attended the animal shelter meeting. CM McKay stated after attending the meeting she received feedback regarding the Animal Control contract. She stated last year Animal Control picked up only three dogs and this year only one dog. Those she surveyed at the meeting felt that Huntsville should not be paying for a contract. For the money that the Town pays every year, there have been very little result. She would like to see this discussed in the future. She thought it wise to have our own enforcement officer that could help in this. Animal Control would also still help us without a contract. Mayor Truett asked CM McKay what would happen if someone from Huntsville picked up a dog. CM McKay stated many communities take the dogs down to Animal Control and drop it off. She gave an example of the community sitting next to her at the meeting. They pick up the animals and take them to the shelter to spay and neuter them. Then the community will release them back into the community if it wasn't a violent situation.

There will be an article coming out in the Ogden Valley Newsletter regarding the changes being made to the 4th of July schedule and events. The mass gathering permit will be going in this week. CM McKay stated the planning is going well and she is already signing up volunteers. The water slide was ordered. All the plans will be on the website. CM McKay stated they are working on a plan for parking which might include charging for parking. The fireworks for this year will be on the 4th of July.

CM McKay is working on getting a new ceiling mounted projector for Town Hall. The cost would be about \$380 for the projector. The plan would be to bring the electronics down into the podium where there is already wiring. The hookups would be very easy and accessible. CM McKay thought this would be a \$2500-\$3000. This would be a capital project for next year. She is currently collecting bids. Mayor Truett thanked CM McKay for her work. He believes this will be a good asset for the Town.

24. Council Member Presentations:

Mayor Truett asked CM Ferre' to have the maintenance crew to clean out the gutters on Town Hall.

Mayor Truett had a suggestion for the secondary water committee. CM Wangsgard stated he was on that committee. He asked CM Wangsgard about one or two areas in town where they have several acres with 18-20 rain birds going at the same time for three days straight. He asked CM Wangsgard to ask the committee if this is something that they can address. When these rain birds are running no other residents in that area of town have any water pressure. CM Wangsgard stated he would address it with the Secondary Water Board.

25. Citizen Comments:

Ruston McKay wanted to comment again. He states based on the discussions at the Town Council Meeting, it seems like the TC is expanding the ice rink with the purchase of a tractor. With the Town being short on water and charging more to the residents for water, he wants to know how the TC members feels about the water for the ice rink. He doesn't want to pay for the water for the ice rink. He doesn't believe it is fair. Ruston thinks that there are very few residents use the ice rink. He wants to know what the intentions of the TC is, if they are going to address his concerns. CM White states this is one of the reasons that they wanted to join the Parks District, so that the cost of

the Park is not so burdensome to the residents. Ruston stated the ice rink is a luxury especially when there is not enough water. He believes that there isn't a way to justify the cost of 2,000,000 gallons of processed water a month for the ice rink. Ruston stated the ice rink shouldn't be unmetered if he, as a resident, is metered.

CM White stated that there are two separate issues. The first is, water supply. CM White stated in the summer Huntsville does have a shortage of water. In the winter, we have a surplus. The second thing is the cost associated with processing the water. CM White stated that the ice rink doesn't take near the amount of water that Ruston is referring to. Ruston stated the residents of the town should know how much it costs them to have the ice rink. He also wants to know how many people use the ice rink. He will personally volunteer to collect the hours. The TC members believe that we can meter the water and monitor the costs. Linda stated she believed there is a meter on the ice rink currently. CM White volunteered to take Ruston's request to the water committee and come up with a per gallon cost for the ice rink.

CM McKay stated there are donations that fund the ice rink every year. This year there was \$1,000 donated from a private donor. There was a donation of \$2,000 for the commercial filmed on the ice rink. The RAMP grant donated \$1200. CM White is just guessing but thinks it is only a couple thousand dollars to run the ice rink. He will talk to the water committee about coming up with a figure to calculate the per cost per gallon of water. Ruston asked if they could start metering the ice rink. Linda Laws stated that they could figure out if this metered and what the cost of water is for Town use. Ruston still feels that they need to find an unprocessed source of water if we are going to have an ice rink. Mayor Truett stated there is a chain link fence around the access to Hawkins Creek.

26. Approval of Work Session Minutes for meeting held March 15, 2018:

CM McKay motioned to approve the Work Session minutes for March 15, 2018, as prepared. CM Wangsgard seconded. All votes aye. Minutes were approved.

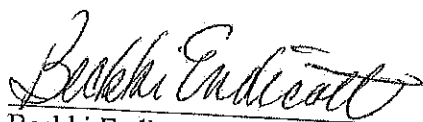
27. Approval of Town Council Minutes for meeting held March 15, 2018:

CM Ferre' motioned to approve the Town Council minutes for March 15, 2018, as prepared. CM McKay seconded. All votes aye. Minutes were approved.

24-Approval of Bills for February 2018:

CM Bill White motioned to approve the Bills for February, as prepared. CM Ferre' seconded. All votes aye. Bills were approved.

CM Bill White made a motion to adjourn the meeting. CM McKay seconded. All votes aye.
Meeting adjourned at 9:34 p.m.



Beckki Endicott, Recorder

INTERLOCAL AGREEMENT
BETWEEN
OGDEN VALLEY PARKS SERVICE AREA
AND
HUNTSVILLE TOWN
FOR
PARK SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into as of the 17 day of April, 2018, to be effective as of January 1, 2019, by and between the Ogden Valley Parks Service Area, a local district and political subdivision of the State of Utah ("OVPSA"), and Huntsville Town, a municipality and subdivision of the State of Utah ("Huntsville"). OVPSA and Huntsville may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. The area in Weber County known as Ogden Valley is comprised of three small communities: Eden and Liberty, which are unincorporated, and Huntsville, an incorporated town. Historically, each community provided its own parks and recreation services. Eden was served by Eden Park Service District, Liberty was served by Weber County Service Area #5 (Liberty Park), and Huntsville was served by Huntsville Town.
- B. Recently, the three communities concluded that it was in the best interest of residents of Ogden Valley for parks and recreation services, to at least some degree, to be provided to the Ogden Valley area by one service provider.
- C. Weber County Service Area #3 (Liberty Park) changed its name to the Ogden Valley Park Service Area (OVPSA), and recently adjusted its common boundary with Eden Park Service District ("Eden Park") in order that OVPSA would effectively take over the entire service area of Eden Park, resulting in a "merger" of the two districts.

D. OVPSA recently approved a second boundary adjustment whereby properties located in the unincorporated areas of the Ogden Valley, which were not previously within the boundary of any parks and recreation district, were annexed into OVPSA. A legal description and map of OVPSA is included as Exhibit "B" hereto, and incorporated herein by reference.

E. Huntsville owns, operates, and maintains two public parks—the Main Park and the Aldous Cabin Park, both located at 7400 East and 200 South in Huntsville (the parks are jointly referred to herein as "Huntsville Park"). A legal description and map of Huntsville Park is included as Exhibit "B" hereto, and incorporated herein by reference.

F. OVPSA and Huntsville have now concluded that it is in the best interest of the residents of OVPSA and Huntsville to jointly cooperate in the operation and maintenance of Huntsville Park, with Huntsville maintaining ownership of Huntsville Park.

G. Pursuant to the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.* (the "Interlocal Cooperation Act"), OVPSA and Huntsville are authorized to enter into this Agreement pursuant to which OVPSA may share funding and jointly cooperate in the operation and maintenance of Huntsville Park.

H. The Parties desire to enter into this Agreement to describe and delineate the scope of their mutual cooperation and to commit to funding and service levels for the benefit of both Parties.

AGREEMENT

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

1. Purpose. The purpose of this Agreement is to set forth the nature and scope of the cooperative action undertaken by the Parties by describing and delineating each Party's obligations in regards to operation, maintenance, and funding of Huntsville Park.
2. Ownership of Huntsville Park. Huntsville Park will not be conveyed by Huntsville to OVPSA, and at all times relevant herein, Huntsville will maintain ownership of Huntsville Park.
3. Repair and Maintenance of Huntsville Park. OVPSA is responsible for repair and maintenance of Huntsville Park, and to keep Huntsville Park in good, operating condition. The services provided by OVPSA pursuant to this Agreement may be referred to herein as "the Services."
 - A. The Services OVPSA provides to Huntsville Park shall be the same services OVPSA provides to other parks located within the OVPSA Service Area boundaries.
 - B. OVPSA shall not be responsible for the following:
 - i. Surrounding recreation trails (Weber County Pathways)
 - ii. Town sidewalks or other services required to be provided by Huntsville Town by state or local statute.
4. Operation. The operation of Huntsville Park shall be substantially similar to other parks within the OVPSA Service Area boundaries and shall be governed by Article IV of the OVPSA bylaws and any rules promulgated pursuant to those bylaws, with the following exceptions:
 - A. Huntsville Town shall at all times have a member on the OVPSA Board of Trustees appointed by the Town.

5. Funding. Huntsville shall compensate OVPSA for performing its obligations under this Agreement. Huntsville shall contribute to OVPSA an amount of money equal to the value of taxes that would be collected within the boundaries of Huntsville if Huntsville were located wholly within the boundaries of OVPSA (the "Service Fee"). The parties shall coordinate as necessary with Weber County in calculating the Service Fee and the Service Fee shall be paid to OVPSA in one annual installment, to be paid no later than February 28th of each year.

6. OVPSA's Duties Generally. OVPSA shall provide the Services in a professional, reasonable, and responsive manner in compliance with all applicable laws, ordinances, rules, and regulations (including but not limited to all applicable environmental and safety regulations), requirements, and standards of performance. Subject to the foregoing, the exact nature of how the Services are to be provided, the discipline of OVPSA personnel, and any other matters incidental to providing the Services shall remain with OVPSA. OVPSA agrees that its provision of the Services pursuant to this Agreement includes use of OVPSA personnel, equipment, buildings, supplies, assets, and support services necessary to provide such Services, as set forth herein. The Parties agree to cooperate with each other to bring costs in line with estimated budgeted amounts and available funds. OVPSA, at OVPSA's discretion, may choose to reduce Service levels in any year where it determines that budgeted funds are insufficient to provide higher levels of Service. In these instances, OVPSA shall, at a minimum, perform those of its Services that are necessary and related to protecting the health and safety of the public utilizing Huntsville Park.

7. Use of OVPSA Personnel; Independent Contractors. In performing the Services, OVPSA shall furnish and supply all necessary labor, supervision, equipment, communication facilities, uniforms, badges, and other items necessary and incident to the provision of the subject

Service. As provided herein, the Services shall be provided and supervised by OVPSA employees. OVPSA employees shall remain OVPSA employees for all legal purposes, including salary, rights, and benefits, and shall retain their respective seniority, merit status, and all other conditions of OVPSA employment. Except as specifically provided herein, Huntsville shall not have any obligation or liability for the payment of any salaries, wages, or other compensation to the persons providing Services hereunder. The relationship of OVPSA, and of any OVPSA employee, with Huntsville under this Agreement shall be that of an independent contractor. OVPSA has the entire responsibility to discharge all of the obligations of an independent contractor under federal, state, and local laws, including, but not limited to, those obligations relating to employee supervision, benefits and wages, taxes, unemployment compensation and insurance, social security, workers' compensation, and disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments, and contributions, and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between OVPSA and Huntsville, or OVPSA's employees, of employer and employee, partners, or joint venturers. Should Huntsville have any criticism, concern, or recommendation regarding any OVPSA employee, specifically or generally, Huntsville may raise it directly with the Chair of the Board of Trustees of OVPSA. OVPSA shall diligently and appropriately address any issue raised by Huntsville.

8. Effective Date and Term. This Agreement shall be effective upon the last of the following events to occur (but with retroactive application to the date stated in paragraph 1 above, if that date is earlier): (i) approval of the Agreement as provided in the Utah Code Ann. § 11-13-202.5(1) and (2) by resolution of the governing body of each Party, (ii) delivery of the Agreement to an attorney representing each Party for review as to proper form and compliance

with applicable law, and (iii) the filing of the signed Agreement with the keeper of records of each of the Parties, and shall continue in full force and effect until December 31, 2028, provided, however, that this Agreement may be renewed by the District for additional ten (10) year terms if both Parties agree to renew the Agreement provided, unless the Parties agree to waive notice, that Huntsville gives OVPSA at least three (3) month's advance written notice of its desire to renew, and further provided that under no circumstance shall the term, including renewals, exceed 50 years. References to the "term" of this Agreement shall include the renewal periods, if any. Either Party may terminate the Agreement, effective on December 31 of any year during the term of this Agreement, upon ninety (90) days' written notice to the other Party. Otherwise, any other early termination must be made upon such terms as are mutually agreeable to the Parties.

9. Communications and Notices. For purposes of communicating and maintaining ongoing contract management, written notices may be provided to the Parties at the following addresses and contact persons, or to such other address or to such other contact person as shall be specified in any notice given:

OVPSA: Ogden Valley Parks Service Area
 PO Box 34
 Eden, UT 84310

With a copy to Fabian VanCott
 Attn: Rachel S. Anderson
 215 South State Street, Suite 1200
 Salt Lake City, UT 84111
 E-Mail: randerson@fabianvancott.com

HUNTSVILLE: Huntsville Town
 PO Box 267
 Huntsville, UT
 84317

With a copy to

Huntsville Town Attorney

PO Box 267

Huntsville, Utah

84317

A written notice shall be effective immediately upon delivery as noted above or on the third business day after deposit in the United States mail, first class postage pre-paid, addressed as stated above.

10. Liability/Insurance.

A. *Governmental Immunity Act.* OVPSA and Huntsville are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101, *et seq.* the ("Governmental Immunity Act"). Consistent with the terms of the Governmental Immunity Act, as provided therein, it is mutually agreed that each Party is responsible for its own wrongful or negligent acts which are committed by its agents, officials, or employees. Neither Party waives any defense otherwise available under the Governmental Immunity Act nor does either Party waive any limit of liability currently provided by the Governmental Immunity Act. Each Party agrees to notify the other of the receipt of any notice of claim under the Governmental Immunity Act for which one Party may have an obligation to defend, indemnify, and hold harmless the other Party within thirty (30) days of receiving the notice of claim. The Parties also agree to notify each other of any summons and/or complaint served upon the said

Party, if the other Party may have an obligation to defend, indemnify, and hold harmless the first Party, at least ten (10) days before an answer or other response to the summons and/or complaint may be due.

- B. *Mutual Indemnifications.* OVPSA shall defend, indemnify, save and hold harmless Huntsville including, without limitation, its elected and appointed officers, and its employees and consultants, from and against any and all demands, liabilities, claims, damages, actions, and/or proceedings in law or equity, including reasonable attorney's fees and costs of suit, relating to or arising from OVPSA providing Services to Huntsville except for such demands, liabilities, claims, damages, actions or proceedings as may result from the negligence or misconduct of Huntsville, its elected or appointed officers or employees. Similarly, Huntsville shall defend, indemnify, save and hold harmless OVPSA including, without limitation, its elected and appointed officers, and employees, from and against demands, liabilities, claims, damages, actions, and/or proceedings in law or equity, including reasonable attorney's fees and costs of suit, relating to or arising from actions of Huntsville's agents, officers or employees, except such demands, liabilities, claims, damages, actions or proceedings as may result from the negligence or misconduct of OVPSA, its elected or appointed officers or employees.
- C. *Insurance.* Each Party shall be responsible for insuring all of its employees, assets, and activities including, but not limited to,

comprehensive all risk insurance, commercial general liability insurance, workers' compensation insurance, motor vehicle liability coverage for owned and non-owned vehicles, umbrella liability insurance, and, in the case of Huntsville, real property insurance in such amounts as may be prudent or legally required to protect against any and every risk, loss, cost, damage, and/or liability respecting any matter related to this Agreement.

11. Interlocal Cooperation Act. The Parties enter into this Agreement pursuant to the Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Cooperation Act, the Parties agree as follows:

- A. The Parties do not, nor intend to, create an interlocal entity by this Agreement.
- B. Each Party has submitted this Agreement to an attorney authorized to represent the said Party for review as to proper form and compliance with applicable law.
- C. The duration of this Agreement is as set forth in Section 9 above.
- D. The cooperative action provided for in this Agreement shall be funded and budgeted for as provided in Section 5 above. Otherwise, no joint budget shall be established or maintained.
- E. Any or all of the Services which are the subjects of this Agreement may be terminated or removed from this Agreement as provided in Section 9 above.
- F. Each Party will acquire, hold, and dispose of its own real and personal property and no real or personal property will be acquired, held or

disposed of, or used in the joint or cooperative undertaking, except as otherwise expressly described herein.

- G. To the extent necessary to administer the cooperative undertaking set forth in this Agreement, the Chair of the Board of Trustees of OVPSA shall have the full authority and responsibility to administer the cooperative undertaking on behalf of OVPSA, and the Chair of the Town Council of Huntsville shall have the full authority and responsibility to administer the cooperative undertaking on behalf of the County. Although it is not anticipated that voting will be required, to the extent that voting is required, voting shall be on the basis of one vote per Party, and not weighted.
- H. Since this Agreement cannot take effect under the Interlocal Cooperation Act until it is approved, signed, and filed with the keeper of records of each of the Parties, each Party agrees, immediately upon approval and execution of this Agreement, to file the signed Agreement with the keeper of records of the said Party.
- I. Notwithstanding anything herein to the contrary, in the event that this Agreement does not satisfy any requirement of the Interlocal Cooperation Act, which failure would cause this Agreement to fail to be effective under the Interlocal Cooperation Act, this Agreement shall nevertheless be fully binding upon and enforceable by the Parties pursuant to law outside of the application of the Interlocal Cooperation Act.

12. Applicable Law. The provisions of this Agreement shall be governed by and be construed in accordance with the laws of the state of Utah.
13. Integration. Except as otherwise provided herein, this Agreement constitutes the entire agreement between the Parties regarding those subjects that are the subject matter of this Agreement, and this Agreement supersedes all prior agreements and understandings between the Parties pertaining thereto.
14. Waiver. No failure by either Party to insist upon strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of any other covenant, agreement, term, or condition of this Agreement. Either Party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any condition to its obligations hereunder, or any duty, obligation or covenant of the other Party. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.
15. Amendment. The Parties may amend this Agreement in a writing duly signed by both Parties.
16. No Agency. Agents, employees, or representatives of either Party shall not be deemed to be agents, employees, or representatives of the other Party.
17. Rights and Remedies. The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the rights or remedies provided in this Agreement shall not preclude the exercise of any other right or remedy.

18. Titles and Captions. All paragraph and subparagraph titles and captions herein are for convenience only. Such titles and captions shall not be deemed to be part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

19. Pronouns and Phrrals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine, or neuter form, and the singular form of nouns, pronouns, and verbs shall include the plurals, and vice versa.

20. Claims and Disputes. In the event of a dispute between the Parties regarding a Service, the Parties agree (without limiting any and all other legal and equitable remedies) that a representative of OVPSA will meet as soon as practical with a representative of Huntsville to discuss and attempt to resolve such dispute. If a resolution is not forthcoming, then the aggrieved party may file a discrepancy report with the OVPSA Board Chair or the Chair of the Huntsville Town Council, as the case may be. The discrepancy report shall be in writing and shall contain a detailed description of the dispute and the aggrieved Party's proposed resolution of the dispute. The other Party (i.e., the Party receiving the discrepancy report) shall then have ten (10) days to notify the aggrieved Party in writing of its agreement or disagreement with the proposed solution of the dispute described in the discrepancy report. Claims, disputes, and other issues between the Parties arising out of or related to this Agreement which cannot otherwise be resolved by the Parties shall be decided by litigation in the Second Judicial District Court of Weber County, Utah. Unless the provision of any or all of the Services which are the subject of this Agreement is otherwise terminated pursuant to the provisions hereof or as otherwise agreed to by the Parties in writing, during litigation of any such dispute OVPSA shall continue to provide Services and

Huntsville shall continue to provide funding to OVPSA for Services actually provided in accordance with the terms of this Agreement.

21. Severability. In the event that any condition, covenant, or other provision hereof is held to be invalid, void, or unenforceable, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant, condition, or other provision herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

22. Time. Time is the essence hereof.

23. Survival. All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

24. Litigation Expenses. If any action, suit, or proceeding is brought by either Party with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing Party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing Party.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have subscribed their names hereon and caused this Agreement to be duly executed effective as provided in Section 9 hereof.

[Signatures appear on next page.]

OGDEN VALLEY PARKS SERVICE
AREA

By: _____

Its: _____

Date: _____

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

Attorney representing OVPSA

HUNTSVILLE TOWN

By: *[Signature]*

Its: Mayor

Date: April 19~~th~~ 2018

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

[Signature]
Huntsville Town Attorney

4817-0144-0857, v. 1

EXHIBIT A
Property Description

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**BYLAWS
OVPSA SERVICE AREA**

**ARTICLE
NAME, ORGANIZATION, PURPOSES, PRINCIPAL OFFICE**

NAME; ORGANIZATION

Name. The name of this local district is the Ogden Valley Parks Service Area, hereafter "OVPSA."

Organization. OVPSA was originally organized as a service area in August, 1982, as Weber County Service Area 5-Liberty Park, pursuant to the provisions of Utah Code Ann. § 17-29-27. On June 22, 2017, pursuant to action by its board under Utah Code Ann. § 17-1-105, Weber County Service Area 5-Liberty Park changed its name to OVPSA Service Area. On June 22, 2017, the Eden Park Service Area (hereafter "Eden Park") and OVPSA Boards adopted a resolution to make a boundary adjustment, pursuant to Utah Code Ann. § 17B-1-417, whereby OVPSA would assume the area of Eden Park, except for one parcel. On July 13, 2017, Eden Park and OVPSA, pursuant to Utah Code Ann. §§ 17B-1-417(4), (5), and (6), following a public hearing, both Boards adopted a resolution approving the boundary adjustment, which boundary adjustment was approved by the Lieutenant Governor's office on _____, 2017.

Nature of District. OVPSA is a political subdivision of the State of Utah and a body corporate and politic with all the powers of a quasi-municipal public corporation. A map and legal description of OVPSA is incorporated herein and is attached as Exhibit A.

PUBLIC PURPOSE

The purpose of OVPSA, as stated in Section 17B2a903(1)(b), Utah Code Ann., 1953, as amended, is to "provide park, recreation, or parkway services, or any combination of those services"; and to exercise all powers conferred upon districts by law.

PRINCIPAL OFFICE

OVPSA's office and principal place of business shall be located at 2415 North Highway 166, Eden, Utah, until changed pursuant to Board action.

**ARTICLE
TRUSTEES**

BOARD OF TRUSTEES

OVPSA is governed by a Board of Trustees, the "Board," consisting of 9 members, as authorized by Section 17B-2a-905 and Title 17B, Chapter 1, Part 3, Utah Code Ann., 1953, as amended. The Board may delegate to officers, employees and hired professionals (such as legal counsel, auditors, and architects) any or all executive, administrative, managerial and ministerial powers as permitted by law.

QUALIFICATIONS FOR TRUSTEES

Appointment. Trustees are appointed by the Weber County Commissioners pursuant to Utah state law. Should OVPSA enter into an interlocal agreement with Huntsville Town then, pursuant to that agreement, one member of the Board shall be provided by Huntsville Town. The Board may initiate procedures to change such that Trustees are elected as provided in Utah State Law.

Fidelity Bond. A corporate surety bond, issued by an admitted carrier in Utah as approved by the Board is to be furnished for each Trustee as required by Utah Code Ann. § 17B-1-303(7) at the expense of OVPSA, in such amount as specified by the Board, for the faithful performance of the Trustee's duties.

Oath of Office. Prior to assuming official duties, each Trustee is to take and subscribe, before an officer authorized to administer oaths, to an oath as required by Utah Code Ann. § 17B-1-303(3).

TERM OF OFFICE

The term of each member of the Board of Trustees is four years, as provided in Utah Code Ann. § 17B-1-303(2), and until the member's successor is appointed or elected and has qualified. A Trustee appointed to fill a vacancy pursuant to Utah Code Ann. §§ 17B-1-303(5) and 20A-1-512 will serve the unexpired portion of the term of the Trustee being replaced. The term of a person appointed or elected to serve on the Board, subject to the above, commences on January 1 following the election or appointment unless otherwise specified.

POWERS AND DUTIES

The Board of Trustees has all powers necessary for the administration of the affairs and operation of the properties of OVPSA.

MEETINGS

Regular, special and emergency meetings of the Board of Trustees may be held in accordance with the Open and Public Meetings Act, Utah Code Ann. §§ 52-4-1, *et seq.*, and policies and procedures established by the Board.

Location of Meetings. Regular meetings will be held at Eden Park Bowery, 2100 North 5600 E, Eden, UT or at any other location within the boundaries of OVPSA as designated by the Board. In the case of special meetings, the Board Chair may designate a place other than the regular meeting place provided that such place is within the boundaries of Weber County, Utah and, preferably, within the boundaries of OVPSA, and is open to the public as required by the Open and Public Meetings Act.

QUORUM

At all meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business and, unless a greater majority is otherwise required, the acts of a majority of the Trustees present at a meeting shall be the acts of the Board of Trustees. If, at any meeting of the Board of Trustees, there should be less than a quorum present, the meeting shall be adjourned until such time as a quorum is present. The Chair or other person conducting the meeting shall have the right to make motions, second motions made by another Trustee, and discuss and vote on any and all motions on the floor.

ARTICLE OFFICERS

PRINCIPAL OFFICERS

The principal officers of OVPSA shall consist of a Board Chair, a Vice Chair, a Secretary, a Treasurer and such other officers as the Board shall from time to time establish.

QUALIFICATIONS; ELECTION AND TERM OF OFFICE

Selection. At the first regularly scheduled meeting of the Board in each calendar year, or as soon thereafter as is practical, the Board shall choose one of its members as Board Chair and shall choose another of its members as Board Vice Chair. A Board member may also be elected as the Secretary of OVPSA, or someone who is not a member of the Board may be selected for that position. The Board shall also appoint a Treasurer of OVPSA and such other officers as approved by the Board. The Chairman may not serve either as Treasurer or Secretary and the Secretary may not also serve as Treasurer, and a person may not perform both statutory Secretary and statutory Treasurer duties. Subject to those limitations, and except as otherwise provided by law, one person may hold more than one office. The Secretary and the Treasurer may, but need not be, members of the Board.

Term. The officers shall serve until their replacements are elected or appointed.

DUTIES OF OFFICERS

Chair. The Chair shall, when present, preside at all meetings of the Board of Trustees. Except as otherwise authorized by motion or resolution, the Chair is authorized to sign all approved contracts, deeds, notes, debentures, warrants, resolutions and other instruments on behalf of OVPSA. Such documents may also be attested by one other member of the Board.

Vice Chair. The Vice Chair shall chair meetings of the Board of Trustees and otherwise act in the place of the Chair when the Chair is absent. In the case of a vacancy in the office of Chair, the Vice Chair shall serve as Chair until such time as the Board shall select a new Chair.

Secretary. The Secretary (or other appointed person) shall attend all Board meetings and keep a record of the proceedings. The Secretary or other designated person not performing Treasurer duties will maintain the financial records for each fund of OVPSA and all related subsidiary records, including maintenance of a list of outstanding bonds, their purpose, amount, terms, date, and place payable. The Secretary shall provide notice of and other duties respecting Trustee elections, be the custodian of the seal of OVPSA (if there is one) and perform such other duties as may be required by law or directed by the Board or the Executive Director, with such assistance as may be appropriate. The Secretary, or other designated person not performing Treasurer duties, shall prepare all checks issued by OVPSA after having determined that the claim was properly authorized, does not over expend the appropriate departmental budget established by the Board, and the expenditure was approved in advance by the Board or a designee authorized by the Board. OVPSA' Secretary or other designated person shall prepare and present to the Board, not less frequently than quarterly, detailed financial reports showing the financial position and operations of OVPSA including, at a minimum, a report for the most recent quarter and the year to date status.

Assistant Secretaries. One or more Assistant Secretaries or Deputy Secretaries may be appointed to assist the Secretary and to carry out administrative and other functions of the Secretary.

Treasurer. The Treasurer shall have charge and custody of, and be responsible for, all funds received and disposed of by Ogden Valley from any source whatsoever and, in particular, shall be responsible for the lawful investment and safekeeping of District funds following the procedures and requirements of Utah Code Ann. Title 51, Chapter 7, the State Money Management Act. The Treasurer is to collect all special taxes and assessments as provided by law and keep an accurate, detailed account of all money payable to OVPSA, including all taxes, licenses, fines, and intergovernmental revenue, which is to be received by the

Treasurer within three business days after collection by OVPSA. The Treasurer is required to give or cause to be given to every person paying money to OVPSA a receipt or other evidence of payment specifying, as appropriate, the date of payment and upon which account paid, and is to file the duplicate of the receipt as required by law. The Treasurer and/or any other person authorized by the Board shall sign all checks provided, however, that the person maintaining the financial records of OVPSA may not sign any single signature check. Before signing any check, the Treasurer or other designated person shall first determine that a sufficient amount is on deposit in the appropriate District bank account to honor the check. The Treasurer shall promptly deposit all District funds in the appropriate bank accounts of OVPSA.

Records Officer. A Records Officer shall be appointed in furtherance of OVPSA's Records Access and Management Policy and the requirements of Utah Code Ann. Title 63G, Chapter 2, the Government Records Access and Management Act, serve as the custodian of Ogden Valley's records, and exercise such rights and perform such duties in the classification, preservation and oversight of District records as may be assigned to the Records Officer by law, by the Executive Director or by the Board.

Other Officers/Duties. There shall be such other officers and the officers shall perform such duties as determined by the Board.

RESIGNATION

Any officer may resign at any time by giving verbal or written notice to the Board. Any resignation shall take effect upon receipt of such notice or at any later time specified therein. Unless otherwise specified in the notice, acceptance of the resignation shall not be necessary to make it effective.

REMOVAL OF OFFICERS

Any officer elected by the Board may be removed by a majority vote of the Board of Trustees whenever, in the Board's judgment, the best interests of OVPSA would be served by such removal.

ARTICLE POLICIES AND PROCEDURES

POLICIES OF OGDEN VALLEY

Formal Rules and Regulations. From time to time, the Board shall adopt rules and regulations for the governance and operation of OVPSA, which may, but

need not, be designated as policies and procedures. Rules and regulations may cover subjects included in these Bylaws and may be more detailed than these Bylaws provided, however, in the event of any conflict between these Bylaws and any rule or regulation of OVPSA that cannot otherwise be reconciled, these Bylaws shall control.

Informal Rules and Regulations. In addition to the formal rules and regulations of OVPSA, "informal," but nonetheless binding, rules and regulations and policies and procedures may be adopted by the Board or approved by the Executive Director where such authority has been specifically delegated by the Board. The informal rules and regulations shall be in writing in such form as the Board and/or the Executive Director, as appropriate, shall desire. In the event of a conflict between the informal rules and regulations and the formal rules and regulations adopted by the Board, the formal rules and regulations shall control unless declared otherwise by the Board of Trustees.

Amendments. All rules and regulations and other enactments of OVPSA may, from time to time, be amended by majority vote of the Board.

Prohibited Acts. Any District patron, customer or other person who violates any of OVPSA' rules and regulations (especially safety rules and regulations), or conducts himself or herself in such a manner as to endanger the person's own life or safety or that of anyone else, or who damages or conducts himself or herself in such a manner as to cause a risk of damage to OVPSA' property or private property belonging to any other person may, in the discretion of the Board, the Executive Director, or any authorized employee of OVPSA, be barred or prohibited from using any of OVPSA' facilities. This right to exclude any such person from use of OVPSA' facilities shall be in addition to any other rights or remedies OVPSA may have against the person.

Enforcement. The Executive Director of OVPSA is authorized to enforce all rules and regulations of OVPSA. The Executive Director may delegate to OVPSA staff, including but not limited to lifeguards, authority to enact and enforce rules concerning any immediate health or safety hazard as perceived by the staff member.

4.1.6 Distribution of Funds. Any fees, tax receipts, grants, or any other revenue derived from any source shall be disbursed as follows:

- a. Tax Receipts. Any receipts from property taxes for tax years 2018, 2019 and 2020, including contributions from Huntsville Town equal to the property tax of its residents for those tax years, shall be expended equally on all parks for the calendar years 2019, 2020 and 2021. Following that period, funds shall be

- expended as determined by the Board, but in no event shall any park not have sufficient funds for it operation and maintenance.
- b. Fees. Any fees charged by a park for an event held at that park shall be dedicated to the use or improvement of that park, unless that event is held at more than one park, in which case the fees shall be shared equally by all parks used for the event.
- c. Grants. Any grants obtained for the specific use or improvement of a particular park shall be used for the improvement of that park.
- d. Other Revenue. Unless specified as a donation to a specific park, all other funds derived, from any source, shall be disbursed equally to all parks, subject to the discretion of the Board.

4.2.7 Charging of Fees. Any fees charged by any park in the OVPSA, including Huntsville Town, shall be equal for any person who is a property owner or resident within the boundaries of OVPSA, including Huntsville Town.

4.2 MANAGEMENT OF OVPSA

4.2.1 Committees. OVPSA Board may appoint, by a majority vote, individuals to serve on a Committee or Committees, consisting of any reasonable number of members, to manage the affairs of any park within its boundaries. Huntsville town shall have the authority to appoint its Committee, one half of which may be residents of Huntsville Town, and these appointments shall be accepted and ratified by the Board, unless the Board, in its reasonable discretion and pursuant to its fiduciary and statutory obligations under local, state and federal laws and regulations, objects to the appointment of any member, in which case the Board shall have final authority of appointment of any such individual.

4.2.1.1 Responsibilities of Committees. The Committees shall have the authority, subject to the Board, to perform the management activities of each park, generally including but not limited to: scheduling events, contracting for maintenance, requesting funds for capital improvements, and other such administrative duties as the Board shall designate from time to time and as permissible under State and Federal law.

4.2.1.2 Committees and OVPSA Board. Each Committee shall have one member of the Committee serving on the OVPSA Board. However no officer of the OVPSA Board may serve in the same or a similar position on any Committee organized pursuant to these bylaws.

ARTICLE
SEAL

SEAL

If the Board of Trustees has adopted a corporate seal, the imprint may be embossed hereon.

**ARTICLE
CODE PROVISIONS**

EFFECT OF LAW

Higher Law to Supplement. OVPSA is subject to the requirements of federal law and of state law as reflected in applicable provisions of Title 17B and other applicable portions of the Utah Code regardless of whether the subject of those provisions is covered by these Bylaws or other enactments of OVPSA.

Higher Law to Control. In the event of a conflict between these Bylaws or any other enactment of OVPSA and an applicable provision of the United States Code or of the Utah Code, the Code provision shall control. Notwithstanding the foregoing, however, should the applicable federal or state statute provide that it is not to impact action previously taken then, to the extent permissible, these Bylaws or other District enactment shall continue to control.

**ARTICLE
AMENDMENTS TO BYLAWS**

7.1 AMENDMENTS BY BOARD

Amendments to these Bylaws may be made by a two-thirds (2/3) majority vote at any meeting of the Board provided notice of the intent to amend the Bylaws shall have been given in the notice of the meeting.

Approved the _____ day of _____, 2018.

ATTEST:

_____, Chair

_____, Secretary

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING
Thursday, January 9, 2025, 6:00 p.m.
Huntsville Town Hall, 7474 E. 200 South, Huntsville

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

Citizens: Melissa Knowles-Treasurer, LT. Ryan, Jeff Keeney, Ron Gault-Water Board Chair, Cami Moss-auditor, Alex Docta and Troy Callantine-GOAL Foundation, Liz Poulter- resident, Jodi Richardson-resident

1 Mayor Richard Sorensen called the meeting to order.

There is a full quorum present. Mayor Sorensen noted the fact that it was the very first Town Council meeting in the new Town Hall.

2-Pledge of Allegiance led by Lt. Ryan

3-Opening Ceremony given by Artie Powell

4-Public Comments:

Jodi Richardson asked what the plan for managing the turkeys was this year. Mayor Sorensen explained that Mack Devries trapped 80-100 turkeys in Town last year, but it didn't seem to make a difference. Mrs. Richardson and other citizens and TC members all talked about the presence of the turkeys being especially great this year and wondered what could be done to solve the problem. Jeff Keeney said that he would be willing to speak with Mack Devries to learn how to trap them this year. Others suggested getting a permit to hunt them. Mayor Sorensen explained that it was a problem for the DWR and they would need to be consulted.

5-Sheriff's Report –

Lt. Colby Ryan explained that he will be the new officer representing the Sherriff's office at the Huntsville TC Meetings. He spoke about the minimum staffing in the Sheriff's department right now. Nine new officers are in training, and they hope to have them out working soon. In Huntsville Town last month there were no significant calls for service. Mayor Sorensen asked about the calls at the cemetery. Lt. Ryan explained that they patrol out there, but there were no calls. TCM Sandy Hunter asked if the pay study was finished, and Lt. Ryan said they projected a date in the middle of January for its completion.

6. Discussion and/or Action on approval of RAGNAR race for June 13, 2025 (See Attachment #1)

After a discussion about how RAGNAR impacts the park and the Town and what was charged for the race last year, the TC approved the Race for 2025. **TCM Sandy Hunter motioned to approve the race and charge \$4,500 plus a \$750 refundable cleaning fee. TCM Johnson seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 4-0.**

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

7. Discussion and/or action on approval of WRS Half Marathon (See Attachment #2)

Alex Docta from the GOAL Foundation came to present the map and plan for the WRS race this year. This is one of the races leading up to the Ogden Marathon which they organize every year. The first few races in the series are held in Ogden and the last one, the half marathon is held in the valley in April. The race will begin at Eden Park and go towards Huntsville on the Pineview Loop trail. The runners will head west on 100 S. in Huntsville Town somewhere between 8:30 AM and 10:00 AM. They will then turn around at the Forest Service station and head back east towards Eden. Mr. Docta stated that as he drove around Huntsville Town that day, he contemplated changing the course of the race so that runners would return east on 200 S. rather than 100 S. This would minimize the impact on the Town. The TC discussed charging a fee for the race. They considered any park usage, time of year and time of day and decided it was a low impact race. **TCM Sandy Hunter motioned to approve the race application for the WRS Half Marathon for April 5, 2025, and not charge a fee. TCM Powell seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 4-0.**

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

8. Discussion and/or action on approval of Minutes for Town Council Meeting November 7, 2024

There were no changes made. **TCM Sandy Hunter motioned to approve the Minutes for Town Council Meeting November 7, 2024. TCM Powell seconded the motion. All votes ayes. Motion passed.**

9. Discussion and/or action on approval of Minutes for TC Meeting December 5, 2024. (See Attachment #4)

TCM Sandy Hunter corrected a sentence on #12 “Booth Lot Consolidation” clarifying that the lot wasn’t consolidated before, but rezoned. Nikki noted the corrections.

TCM Hunter Motioned to approve Minutes for TC Meeting December 11, 2024 with the corrections. TCM Powell seconded the motion. All votes Ayes. Motion passed.

10. Discussion and/or action on approval of Minutes for Work Session December 11, 2024 (See Attachment #5)

TCM Sandy Hunter motioned to approve the minutes for Work Session December 11, 2024. Mayor Sorensen seconded the motion. (TCM Powell abstained from voting since he was not at the meeting.) All votes Ayes. Motion passed.

11. Discussion and/or action on approval of the Huntsville Town Audit (See Attachment #6)

Cami Moss, an auditor with Child Richards presented the Huntsville Town audit. She was very impressed with Melissa Knowles and her abilities as Town Treasurer.

She read a letter that summarized the findings of the audit. The summary highlighted some difficulties and deficiencies in the budget. She spoke about a few of them including a form that wasn’t filled out to accept the tax rate, expenses increasing more than revenue, going over budget in the administrative category, and the utility billing using the incorrect rate. She explained that when these issues were discovered in the audit process, they were promptly taken care of by Huntsville staff members. Ms. Moss explained another issue with the budget that would need to be resolved. She stated that every fee charged by the Town had to have a cost associated with it. Those numbers would have to be calculated and put in a worksheet kept by Melissa. She also suggested an impact fee study would be beneficial to the Town so they could charge the correct fees and recoup the costs of their services. The complete audit can be reviewed at the Town Offices.

TCM Hunter motioned to approve the Huntsville Town Audit. TCM Powell seconded the motion. Roll call vote. Votes reflected below. Motion passed 4-0.

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

12. Discussion and/or action on approval of Fraud Risk Assessment for FY25(See Attachment #7)

TCM Powell had a question on the #1 Separation of Duties and #3 Mitigating Controls. Cami Moss explained that because Huntsville has a small staff and cannot always separate all duties, there are mitigating controls like Mayor Sorensen signing off on all utility adjustments.

TCM Powell motioned to approve the Fraud Risk Assessment. TCM Sandy Hunter seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 4-0.

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

13 Discussion and/or action on Weber Basin Water Shares. (See Attachment #8)

Ron Gault, Water Board Chair went over the bills for the “Great Leak” that shut down water to Huntsville Town last month. He explained that they are working to receive additional funding from the State and Rural Water Funds to help with the big cost. They are also working on solutions such as installing extra valves to keep a big leak from happening again or to at least minimize the impact. Other solutions suggested by the Town Council include having a water line from the well directly to the tank and filling the old tank that is not currently in use as a backup supply.

Ron also discussed the lead/copper survey results and next steps. Ron explained the state requires the Town to replace 20% of the old pipes yearly. The residents will have to pay the costs of the replacement from the meter to their home and he anticipated a difficult time in getting some to comply.

Lastly Ron discussed the Weber Basin water shares that were turned over to the Town after the River Run subdivision was put it years ago. He explained that the Town is paying for water it does not need. He described what the Town could do with the shares including giving them back or subleasing them. He suggested a work session soon with Bill White and Blake Bingham to discuss what could be done with the water shares. (Bill White is a resident and an attorney specializing in Water law. Blake Bingham is a resident and Deputy State Engineer at the Utah Division of Water Rights)

Department Updates:

TCM Powell- He suggested they come up with a date for the Town’s Spring cleanup. TCM Sandy Hunter stated that the first weekend in May is traditionally the weekend it is held. May 3rd was the date decided on.

TCM Powell wanted to discuss the landscaping and pickleball court expansion being proposed. He felt that the plans needed to be approved by the Town Council before grants were applied for. Mayor Sorensen explained that he had Greg Farley, a former resident and talented designer, draw up the plans for the landscaping and courts according to ideas that had been floating around by the TC and other committees. Because of unexpected projected costs and lack of adequate time to gather all the information, no grants would be applied for this year. The TC discussed the need

for more pickleball courts, who should fund them, who can use them, and who manages them. They discussed the relationship between the Ogden Valley Tennis and Pickleball Association and the Town. It was unclear if there was a contract or not. Nikki said she had looked into it previously and would do more research.

The TC discussed consolidating the Town lots in the Town Hall block before they could build the courts. Now that the Town Hall is finished and a loan is not needed, they can consolidate the lots. Nikki explained that when they tried to consolidate the lots last year, they were told that they would need to vacate the subdivision on that block first. She was going to research what Devron from Sunrise Engineering had said about it and report back.

TCM Sandy Hunter motioned to approve the December bills. TCM Powell seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 4-0.

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

Mayor Sorensen motioned to adjourn the meeting by consent. All Ayes. Motion passed.

Meeting adjourned at 8:23 p.m.

Nikki Wolthuis, Town Clerk

WORK SESSION 1-22-2025

ECONOMIC DEVELOPMENT TEAM

In Attendance: Tommie Christie - Chair, Stephanie Russell – Weber County Economic Development, Beckki Endicott – Town Clerk, TC Member Sandy Hunter, Ron Gault – Huntsville Water, PC Member John Henderson, Former Mayor Jim Truett, Bill White, TC Member Artie Powell, Steve Starks, Leta Bailey, Dakota Hyde, Jeff Hyde, TC Member Bruce Ahlstrom, Mayor Richard Sorensen

Tommy Christie started the meeting and asked everyone to introduce themselves. Stephanie Russell started by giving her background in economic development. She represents Weber County and will be leading the economic team in discussions.

Stephanie wants to discuss the needs of the Huntsville Community that can be addressed through economic development. She stated that it starts with a vision statement. The group worked on the vision statements that were the product of the last economic team meeting.

Attachment #1 – Stephanie presented the three vision statements that the small groups work on at the last meeting and then used AI to generate two additional consolidated statements. She wanted to work with the last product which follows:

“Huntsville, Utah, envisions a vibrant, close-knit community where heritage, natural beauty, and small-town spirit thrive alongside sustainable growth, resilient businesses, and a balanced future for generations to come.”

Discussion points:

- 1) Bill White – commented that he really appreciates Huntsville’s tranquility and quiet. That was not reflected in the previous statements. Ron Gault agreed with these comments and stated it was important to stimulate the economy but not give up the quiet of the community.
- 2) Steve Starks – believes that agriculture is missing from these statements. He stated that people come here because they can see agriculture. He used the example of Beaver City and the Creamery. Everyone looks to the Creamery as an icon of Beaver, and it has become a destination. Bill White spoke to the economics of agritourism. He used some examples from the monastery pumpkin patch, the farmer’s market. He stated there needed to be more amenities to make it a destination. It has taken a lot of resources. Dakota Hyde stated that he believed that agritourism was more of a fit for unincorporated Huntsville, but he loved the idea of bringing into Town the spirit of agritourism.

- 3) Sandy Hunter - stated didn't like the idea of the word "vibrant." She believed that tranquil could be substituted.
- 4) John Henderson brought up the concept of heritage and how that could be expressed in a vision statement.
- 5) Bill White - he would like to see in the statement that businesses operated in harmony with the Town's vision statement.
- 6) Bruce Ahlstrom - stated it was important to note that residents do not want growth, and that the term "sustainable growth" has a negative connotation in our economy.
- 7) Steve Starks - stated that barns are a symbol of this valley and Huntsville should incorporate the theme of barns into the development planning.

Stephanie suggested a summary:

Huntsville, Utah envisions a tranquil, close-knit community where residents celebrate our unique agricultural heritage and recreational opportunities, amidst the timeless beauty of the Wasatch Mountains. Rooted in small-town spirit, we welcome visitors and support businesses which operate in harmony with the character of town. We embrace community stewardship that is a resilient future for generations to come.

At 7:00 p.m. the group took a break and reconvened at 7:10 p.m.

Stephanie Russell gave some instructions about identifying developable spaces within the town boundaries. The suggestions were:

100 South and 7400 East - Huntsville Town Lots (approximately 1.2 acres and zoned commercial)

100 South and SR-39 - Steve Starks Property. He is working with land planners, and they would love some suggestions for agritourism development.

SR-39 and 500 South - Booth property (2.75 acres)

Chevron property - Sidwell's have one of the shops that is empty.

Club Rec - 7350 East 100 South

Landfill for the Town of Huntsville up Southfork - located in Weber County

The group decided to discuss the Town lots.

There were many suggestions for the town lots for use: mixed use, grocery store, restaurant, salon. Steve Starks stated the architecture is really important. He suggested a village type environment with walkability that might connect over to the Club Rec property.

Stephanie Russell suggested "form-based codes" or overlay zones could be useful. Stephanie suggested that thinking about mixed use also brings the challenge of retaining employees and housing for those employees.

Stephanie talked about working with the Wasatch Regional Council on master planning. She stated there is funding available for those master plan.

There was discussion regarding the round about being the gateway to the town.

Challenges to the town lot project are safety, septic, parking, history of proposed mixed-use, and education of residents about where town revenues are generated

There was discussion on liquor licenses for restaurants in Huntsville Town and the state restriction to public places. The distance from the public buildings and the library to a restaurant that serves alcohol on the lot is doable but will take some planning.

Several members mentioned that there are agreements in place with Weber County Libraries. Huntsville Town will research the agreement, and Stephanie Russell will also check on the Weber County side for the libraries understanding about the agreements in place on the Town Square.

Stephanie suggested that members of the group should research other small-town developments.

Examples are Camas - Washington, Leavenworth - Washington, Big Sky - Montana, McCall - Idaho.

Meeting dismissed at 8:14 p.m.

Beckki Endicott
Huntsville Town Clerk - Recorder

WORK SESSION – Thursday, January 30, 2025

Minutes of the Huntsville Town Council Work Session held at the Huntsville Town Hall 7474 E. 200 S., 7:00 p.m.

The work session was scheduled to discuss Huntsville Culinary Water Sources, Rights, and Sustainment

Attending: TC Members Bruce Ahlstrom, Artie Powell, Mayor Richard Sorensen, Sandy Hunter, Nikki Wolthuis–Clerk, Melissa Knowles-Treasurer, Shannon Smith-Clerk, Bill White, citizen and former attorney specializing in water law, Blake Bingham-citizen and Deputy State Engineer at the Utah Division of Water Rights, Jeff Keeney, citizen.

Mayor Sorensen turned the time over to Ron Gault, Water Board Chair, to make a presentation. Ron began his presentation (**See attachment #1**) by asking Bill White to define some important water terms to help in the discussion. Bill White spoke about the difference in water shares and water rights. He explained that water rights are owned by a company like a piece of property and water shares are leased from the company by someone else to use. The Huntsville secondary water company works in this way. Huntsville Town is paying \$11,000 a year to lease water shares from Weber Basin Water. (**See Attachment #2**) The shares were transferred to them when the developer of the Monastery Cove subdivision asked to connect to Huntsville Town's culinary water system over 20 years ago. The Town code required the developer to come up with water rights equal to the amount of water that the Town would provide to them. Instead of water rights, the developers transferred water shares to Huntsville Town. Huntsville has been paying for these shares ever since.

The question is what to do with the shares. The TC continued their discussion with Bill White and Blake Bingham about this and a few important points surfaced. These are included below.

- Huntsville Town has enough water rights to provide for their culinary water system and does not need the shares they are leasing from Weber Basin Water.
- In addition to the primary source from a spring, Huntsville Town has rights to a secondary water source of a well at the Monastery farm.
- Though the shares are not needed, and the Town is paying for them year after year, they are paying well below the current rate of water shares being leased by Weber Basin Water today.
- There's a possibility that Huntsville Town could sublease their shares to another entity so that they can profit off of them instead of paying for them.
- One possibility is to sublease the shares to the Monastery Farm that is starting a pilot program to lease some of their water back to the State of Utah to return water to the Great Salt Lake.
- If this pilot program fails and the Monastery Farm doesn't need the water shares, then Huntsville could sublease the shares to someone else.

- To sublease the water shares there would need to be public hearings and approval at top levels. In addition, the Town would have to declare a surplus and apply for an exchange application.
- The first thing to do is locate a contract through Weber Basin Water.

After the discussion about water shares Ron Gault spoke briefly about his water system task list. They are backfilling holes left from the "Great Water Leak." In addition, there is an upcoming water shut off lasting 8 hours that will be required to install the valves that will help the Town avoid another massive leak.

TCM Powell motioned to adjourn the Work Session. TCM Sandy Hunter seconded the motion. All votes Ayes. Motion passed.

Meeting adjourned at 8:15 P.M.

Nikki Wolthuis, Huntsville Town Clerk