

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING
Wednesday February 7, 2024, 6:00 p.m.
Ogden Valley Library, 131 South 7400 East, Huntsville

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

Citizens: Liz Poulter, Suzanne Feree, Lindsey Ketcham, Chris Saur

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

2-Pledge of Allegiance led by Chris Sauer, Commander American Legion Post 129

3-Opening Ceremony given by Suzanne Feree

4-Public Comments:

5-Sheriff's Report: No report.

PUBLIC HEARING for the rezone of parcel# 240180004, American Legion Post 129 from A-3 to C-2

TCM Sandy Hunter motioned to adjourn the regular meeting and begin the public hearing. TCM Ahlstrom seconded the motion. All votes Aye. Motion Passed.

TCM Sandy Hunter explained that the American Legion property was annexed into the Town in 2015 and for some reason was not rezoned right away to a commercial property. The current A-3 zone of the property does not fit with their business practices. It is a bar and restaurant and sometimes holds outside events with a band. It is in the best interest of both the Town and the American Legion to rezone to the C-2 Commercial Highway Zone.

Mrs. Suzanne Feree stated that she was in favor of the rezone and appreciated the American Legion for being good neighbors.

TCM Ahlstrom motioned to adjourn the public hearing and open the regular meeting. TCM Hunter seconded the motion. All votes Aye. Motion passed.

6-Discussion and/or Action on the rezone of parcel# 240180004, American Legion Post 129 from A-3 to C-2 (See Attachment #1)

TCM Hunter explained that because of the rezone some of the uses of the property will not be grandfathered in. This will create a situation where they might need a conditional use permit for some of their activities. A conversation will need to take place with Planning Commission Chair Allen Endicott to decide. The Planning Commission did waive the \$500 rezone fee because it should have been rezoned by Huntsville Town as soon as it was annexed.

TCM Ahlstrom asked if the conditional use permits were necessary. TCM Hunter explained that they could do certain activities under the A-3 zone and should continue, but she would need to have that conversation with PC Chair, Allen Endicott. TCM Powell and Mayor Sorensen both agreed that the activities should be grandfathered especially since Huntsville Town never rezoned the property when they should have.

TCM Ahlstrom motioned to approve the rezone of parcel# 240180004, American Legion Post 129 from A-3 to C-2 and waive the \$500 fee. TCM Powell seconded the Motion. Roll Call Vote. Votes reflected below. Motion passed 5-0.

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			

Lt. Chris Saur said he will go ahead and donate \$500 to the Town for their new town hall.

7- Discussion and/or action on continuing the Huntsville Marathon in 2024 and beyond.

Mayor Sorensen explained that Town Attorney Bill Morris gave suggestions on the contract which Ms. Lindsey Ketcham would alter and bring back for the TC meeting on February 13th. TCM Powell had a concern about the open-ended contract and would like it to have a termination date. After some debate it was decided that a 10-year contract would be ideal with a reevaluation every couple of years. Mayor Sorensen asked that Ms. Ketcham incorporate Huntsville's 100-year celebration into Huntsville Marathon's promotional materials, and she said they could use it on their t-shirt, medals, etc.

TCM Sandy Hunter motioned to approve continuing the Huntsville Marathon in 2024 and beyond with a goal of having a contract prepared for the TC Meeting on February 13, 2024. TCM Powell seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 5-0.

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 Ogden Valley Park Board tax money dispersion. (See Attachment #2)

TCM Powell explained how the OVPSA monies are collected and dispersed. The Town has been getting a check every year for the difference between the tax money it collects in Town for the park and the money budgeted for each park in the OV Park Service Area. It has amounted to around \$35,000 each year. Huntsville Town did not receive that check last year. Now the OVPSA has a new treasurer, a CPA, and in his discussions with the county treasurer has determined that this system of dispersion is incorrect. TCM Powell directed the Town Council to the Agreement with the Ogden Valley Park Board, dated 2018. According to the Agreement Huntsville is supposed to give their park tax money to the board. Then the board will distribute an equal amount of money to each park in the park service area. The Agreement also mentions that the OVPSA is responsible for maintaining the park. The TC discussed all the money that the Town has spent on the trees and other things that should have been paid with the OVPSA money. TCM Powell brought up the park rezone that he has discussed in the past to get money for the area around the Town Hall and possibly the community center itself. Mayor Sorensen hesitated about putting the community center into the park zone. TCM Hunter suggested they discuss and solve that issue later but take care of the Park Service tax money dispersion now.

Mayor Sorensen made a motion that they would work with the Town Treasurer to get a list of park bills for 2023, cut a check for the Town’s calculated park taxes to the OVPSA Board, and have TCM Powell arrange a meeting between himself (Mayor) and the OVPSA treasurer to discuss tax money dispersion. TCM Ahlstrom seconded the motion. Roll call vote. Votes reflected below. Motion passed 5-0.

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 asked TCM Powell to get with Kay right away and talk about the park bills and tax money. He also suggested that they get bids for new playground equipment when the snow is melted.

TCM Hunter read some of the OVPSA Bylaws out loud and stated that according to that document, some park committee members can be appointed by the OVPSA.

The TC wondered if the Bylaws were outdated and had been superseded by the Park Service Agreement.

9. Discussion and/or action on approval of Minutes for Town Council Meeting January 18, 2024 (See Attachment #3)TCM Hunter suggested a few minor changes to the minutes. Mayor Sorensen also suggested a minor change to the paragraph about the runaway truck lane.

TCM Sandy Hunter motioned to approve the Minutes for Town Council Meeting January 18, 2024, as amended. TCM Ahlstrom seconded the Motion. All votes Aye. Motion passed.

10. Discussion and/or action on Water Committee Update and 11. Approval of Harrison Water Connection

The mayor tabled both issues by consent. There were no objections.

Department Updates

Mayor Sorensen spoke with a representative from the Utah Symphony to see if they could come back to Huntsville for a concert this coming summer. The state Legislature paid for their tour last year, but this year Huntsville would have to pay for it. The cost would be around \$30,000.

There's another possibility of having a concert in the park with a cover band. The concert would be a paid event with Huntsville getting some of the proceeds. Mayor Sorensen will keep in touch with the organizer and give updates in the coming days and months.

Mayor Sorensen informed the TC that the county wants Huntsville to take over the road in front of the proposed annexation on 500 S. Mayor Sorensen and TCM Ahlstrom went to some meetings with County Commissioner Froerer to discuss the matter. One option would be to split the road down the center, but that could create problems. Would the county pave one side and the Town the other? Who would plow the road? There would need to be an interlocal agreement with the county to work that out. A protest to the annexation was threatened by the county over the road issue and TCM Johnson suggested they decide what was best for the Town and see what happens.

TCM Lewis Johnson- had a chance to visit the county animal shelter and had a nice experience.

TCM Bruce Ahlstrom There's one more emergency preparedness meeting.

TCM Artie Powell The Town Council needs to come up with a Town spring cleaning date. He suggested a date late in May but said to put it on an upcoming agenda for approval.

Mayor Sorensen moved to adjourn the meeting by consent. There were no objections.

Meeting adjourned at 8:48pm



Nikki Wolthuis, Town Clerk



NOTICE OF ACTION

TO: Huntsville Town Council
FROM: Huntsville Town Planning Commission
DATE: January 29th, 2024
RE: Rezone Petition for Parcle #24-018-0004,
American Legion

The Huntsville Town Planning Commission held a public meeting on January 25th, 2024, to review and discuss Rezone Petition for Parcle # 24-018-0004, the American Legion. The Planning Commission made its recommendation for approval to the Town Council with the addition recommendation that the \$500 fee be waived.

A handwritten signature in black ink, appearing to read "Shannon", is written over a horizontal dashed line.

Shannon, Clerk

Huntsville Town Rezoning Petition – Part I (Fee-\$500.00)

Applicant(s) Name: Chris Sauer, Commander American Legion Date: 1/25/2024

Applicant Mailing Address: [REDACTED]

Property Location: 583 S 7800 E, Huntsville UT 84317

Legal Description of Property: (Attach to Petition) Parcel 24-018-0004

Property Owner(s): American Legion Ogden Valley Post 129

Current Zone: A-3 Requested Zone: C-2

A Concept Development Plan (Huntsville Town Ordinances Title 15.16.4) will be required prior to approval of any rezoning. Give a brief description of the Concept for Development of this Property:

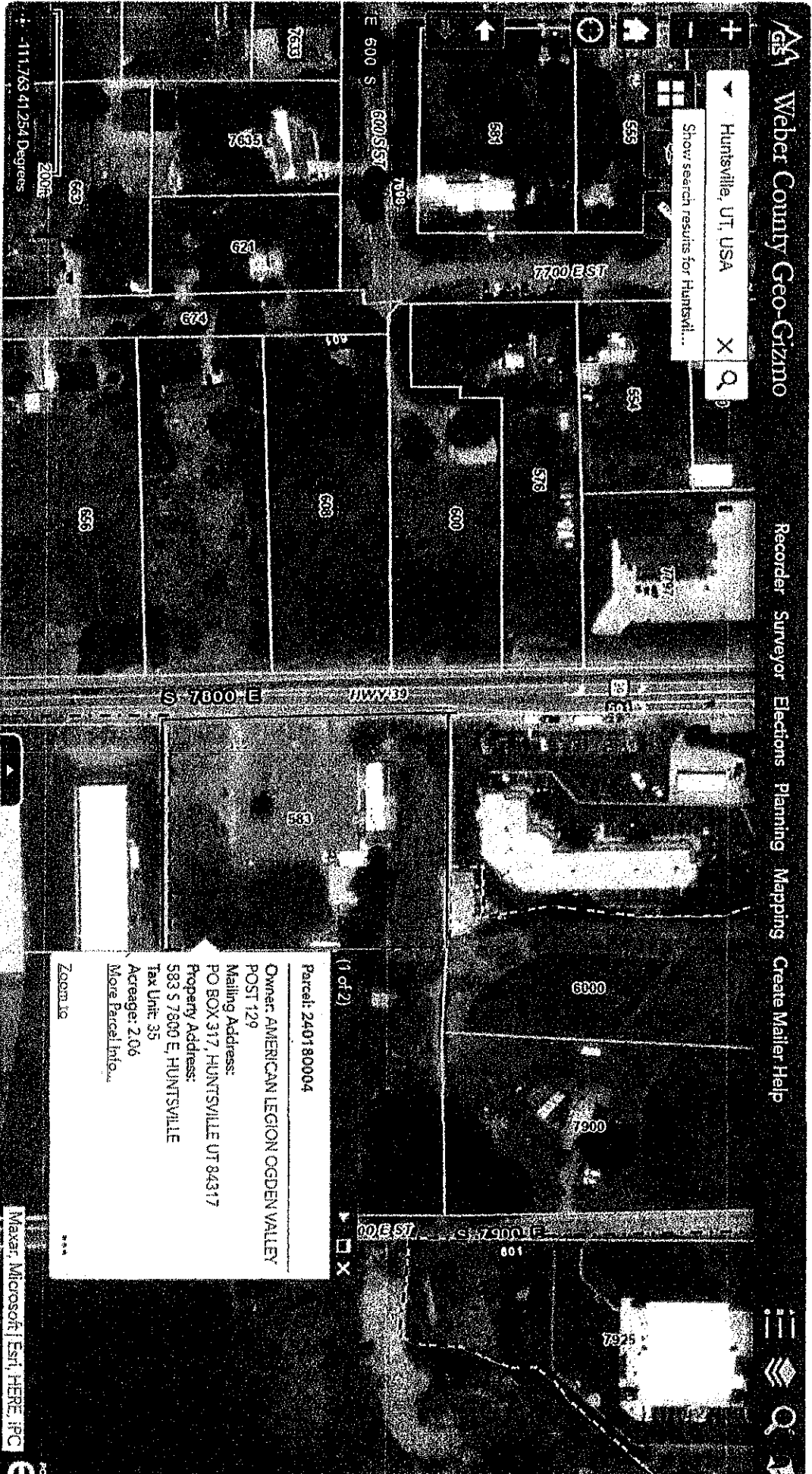
This property was erroneously annexed into Huntsville in 2015 with the current zone of A-3. A-3 is not cohesive with the American Legion's business policies. It should have been a commercial zone. The American Legion is, and always has been, a bar and a restaurant. It has an outside pavilion and sometimes holds special outside events, such as a band and fundraisers. The Legion also permits some members to camp overnight on the grounds on a very limited basis. At the request of deceased veterans' families, the Legion sometimes has special funeral or memorial services for the deceased. These activities have always been part of the Legion's business model.

There are no current plans for future development on this property.

Is Subdivision Required? No If yes, brief description (must be compliant with Huntsville Town Ordinances title 15.25): _____

Huntsville, UT, USA

Show search results for Huntsvil...



(1 of 2)

Parcel: 240180004
 Owner: AMERICAN LEGION OGDEN VALLEY
 POST 129
 Mailing Address:
 PO BOX 317, HUNTSVILLE UT 84317
 Property Address:
 583 S 7800 E, HUNTSVILLE
 Tax Unit: 35
 Acreage: 2.06
 More Parcel Info...

Zoom In

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 ____ day of _____, 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 _____ 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

With a copy to Huntsville Town Attorney

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 Plurals. 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

HUNTSVILLE TOWN

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

Attorney representing OVPSA

Huntsville Town Attorney

EXHIBIT A
Property Description

4817-0144-0857, v. 1

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING
Thursday, January 18, 2024, 6:00 p.m.
Huntsville Town Maintenance Building, 165 South 7500 East, Huntsville

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

Citizens: Lt. Cowley, Nate Allen, Kevin Anderson, Corey Shuman
Zoom: TCM Artie Powell

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

2-Pledge of Allegiance led by Nate Allen

3-Opening Ceremony given by Lewis Johnson

4-Public Comments: Former Councilmember Kevin Anderson came to the meeting to express his love and thanks to Councilmembers for his time on the Town Council.

5-Sheriff's Report (See Attachment #1) Lt. Cowley explained the statistics from the written reports. There were some traffic incidents, a trailer fire and an assault on an adolescent that was forwarded to DCFS.

6-Discussion and/or Action on Letter of Support for Approval Voting (See Attachment #2)

Nate Allen, from Utah Approves spoke to the TC about what Approval Voting is and asked the Town Council if they would like to sign a letter asking the Utah Legislature for Approval Voting as an option for municipal elections in 2025. Council members discussed different voting methods and spoke for and against Approval Voting. Mayor Sorensen and Town Councilmembers Artie Powell and Bruce Ahlstrom, who spoke in favor of Approval Voting decided to sign the letter.

7. Discussion and/or action on approval of Minutes for Town Council Meeting January 4, 2024

(See Attachment #3) TCM Hunter motioned to approve the Minutes for Town Council Meeting January 4, 2024. TCM Ahlstrom seconded the motion. All votes Aye. Motion passed

8. Discussion and/or action on the July 4th Celebration

Local business owner Corey Shuman from the Gold Rush Gallery came to the meeting to give his ideas for the 4th of July celebration in Huntsville this coming year. Mr. Shuman wants to help support the Town by having businesses provide concessions and other activities for the celebration so that the Town doesn't have to provide so many volunteers. Also, expanding the celebration will help bring people in and let them see there are businesses here.

Some of his ideas include an expanded car show, a beer garden, food trucks, and breakfast in the park.

The TC talked about having a food court all on one side of the park instead of having food on both the north and south sides. That would require power being installed on the south side which would cost potentially a couple thousand dollars. The need for a mass gathering permit was discussed as well as only allowing Pepsi products because of a contract with Pepsi.

Traffic and parking were mentioned as something that needed to be solved before the event. The traffic would not only include those wishing to celebrate at the park but also those wanting to recreate at Cemetery Point and in the mtns. east of Huntsville. They explored the idea of using open lots for parking with a shuttle bringing people to the celebration.

Mayor Sorensen asked about how the beer garden will work with kids walking around. Mr. Shuman explained how the beer garden will be fenced off and wristbands will be issued.

TCM Johnson loves the idea of the businesses taking over the celebration. There are many people who own homes here but don't live here and the volunteers are hard to come by.

TCM Powell will be meeting again in the next couple of weeks with Mr. Shuman to come up with some concrete proposals to bring to the Town Council meeting at the end of February for approval.

9. Discussion and/or action on Garbage and Recycling Rates (See Attachment #4)

Econowaste is not interested in renewing the Town's contract for waste removal. They were not making enough money hauling the waste and the recycling market is dwindling. When Mayor Sorensen asked Econowaste what it would take for them to continue servicing Huntsville they said not for less than \$18 a can. Another waste pickup company, Republic, was contacted and they gave a higher bid. Waste Management, another company servicing Ogden Valley, did not return calls made to them by Huntsville's clerk, Shannon Smith.

TCM Ahlstrom motioned to renew the garbage contract with Econowaste for \$18 a can.

TCM Johnson stressed that waste management is a service, not a right and 20 dollars a can is ~~x~~ not a bad price for what they provide. The TC discussed whether to continue recycling.

Residents have watched the garbage truck dump the recycling cans in with the garbage. The market for recycling is dwindling and right now Econowaste is taking it to the landfill. There is another company picking up recycling in Ogden Valley and perhaps Huntsville citizens could sign up for that service. Nikki Wolthuis, Town Clerk, was going to research it.

TCM Ahlstrom amended the motion to include the decision to discontinue recycling since there is no recycling going on. Hunter seconded the motion. Roll Call vote. Votes reflected below. Motion passed 5-0.

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			

TCM Powell wanted to discuss the problem of people using the dumpsters at the park as their garbage cans. TCM Johnson wondered if you put several cans out instead of a dumpster if it would deter people from putting big stuff in them. TCM Powell said when they are full, people put garbage on the ground. A solution was not found, but this issue will be discussed again in the future.

10. Discussion and/or action on appointment of a Town Cultural Council

Mayor Sorensen explained that Huntsville Town recently applied for a RAMP grant for Huntsville's 100-year celebration and their 4th of July celebration. At the last minute, they also asked for money to buy chairs for the Town Hall. Because of this application the Town is required to have a cultural council. Mayor Sorensen proposed that they rename the Town Hall Community Center Committee, the Town Cultural Council. All those serving on the Town Hall Committee will continue to serve under the new name. TCM Hunter asked whether this was a long-term committee and Mayor Sorensen said it was. TCM Powell wanted to ensure other people could be on this council if they wished. Mayor Sorensen said they could.

TCM Hunter motioned for the Town Hall Community Center Committee to be appointed as the Town Cultural Council. TCM Ahlstrom seconded the motion. All votes Aye. Motion passed.

TCM Powell left the meeting at 7:45

Department Updates

Mayor Sorensen will meet with David Green on the 30th to discuss having the symphony back this year. There's a very good chance they will come.

There is a company potentially wanting to do a photo shoot at the ice rink in Huntsville Park. A scout was going to come up the next day to check out the park. The TC looked up what permit and fee Huntsville has for that kind of thing. It was inconclusive and Nikki said she could ask other cities what they do.

TCM Ahlstrom discussed snow plowing in Town. There were some complaints that the roads were too narrow because of the snowbanks. The TC discussed ways to prevent or help the situation. An email was sent out that morning to ask residents to help by clearing fire hydrants and bringing in their garbage cans as soon as possible after they are emptied.

The Earthquake preparedness meeting was rescheduled for March 14th at the library. There will also be Emergency Preparedness classes for 4 Thursdays beginning January 25th at 7 pm at the library.

Mayor Sorensen talked about his meeting with UDOT about putting in a runaway truck ramp at the bottom of Trapper's Loop. UDOT has other projects they are working on right now and don't have the funds to build one yet. The price tag for the ramp at Trappers Loop is 2 million dollars. They said that data shows there haven't been enough accidents to warrant the ramp right now, but they are considering putting in extra signage and random brake checks at the top to prevent accidents.

TCM Hunter motioned to approve the December bills. **TCM Johnson** seconded the motion. All votes aye. Motion passed.

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

Meeting adjourned at 8:22 p.m.

Nikki Wolthuis, Town Clerk