

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING
Thursday, March 2, 2023, 7:00 p.m.
Huntsville Town Maintenance Office Building, 165 South 7500 East Huntsville

| Name | Title | Status |
|---------------------|----------------|---------|
| Richard L. Sorensen | Mayor | Present |
| Bruce Ahlstrom | Council Member | Present |
| Kevin Anderson | Council Member | Zoom |
| Sandy Hunter | Council Member | Present |
| Artie Powell | Council Member | Present |
| Beckki Endicott | Clerk | Present |
| William Morris | Legal Counsel | Excused |

Zoom: Brett Smith, Sheryll Vanderhooft, Tommy Christie

Citizens: Sheree Evans – Treasurer, Tom Freeman, Lonny Bailey and wife, Rex Mumford, Ron Parry, Lt. Ryan

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

2-Pledge of Allegiance led by Sheree Evans.

3-Opening Ceremony given by TCM Artie Powell.

4-Public Comments: There were none.

5-Sheriff's Report: (See Attachment #1) Lt. Ryan reviewed his report for the month.

6. Quarterly Budget Review: (See Attachment #2) Sheree Evans presented the budget with the Town Council. She pointed to the interest that has been made this year.

There are leftover Christmas Funds and the contributions for Huntsville Park have been over budget this year. Margo Smeltzer is a regular donor. There is consideration in using these funds for the 4th of July Celebration this year.

7- Discussion and/or action on approval of minutes for Town Council Meeting December 1, 2022. (See Attachment #3) **TCM Sandy Hunter motioned to approve the Town Council Meeting Minutes for December 1, 2022, with the amended changes.** TCM Bruce Ahlstrom seconded the motion. All votes Aye. Motion passed.

8. Discussion and/or action on Town Council Work Session Minutes December 20, 2022. (See Attachment #4) **TCM Sandy Hunter motioned to approve the Town Council Work Session Minutes for December 1, 2022, as amended.** TCM Ahlstrom seconded the motion. All votes Aye. Motion passed.

9. Discussion and/or action on the minutes for Town Council Meeting December 22, 2022. (See Attachment #5) **TCM Sandy Hunter motioned to approve the Town Council Minutes for**

There is a question regarding the year that should be considered for the ordinance in determining status for a nonconforming lot. The Town Council would like the year to be tied to an event that would make sense. The TC could pick 1924 as it is the date of the incorporation of the Town of Huntsville. The date of 1992 was probably considered previously based on the mandatory state requirements at that time for zoning. Ron Gault was asked previously about when Huntsville implemented zoning regulations. That year was 1987.

The Town Council discussed the comments from Attorney Keller. With changes he would like to see paragraph D state:

A parcel annexed into Huntsville Town that is nonconforming as to the current area and frontage requirements of the Huntsville Town zone into which it is annexed; but met the area and frontage requirements of the Weber County zone in which it was created at the time it was legally created and recorded, shall be determined to be a buildable lot, and have the same rights as a conforming parcel.

Although the Town Council members do not prefer this suggestion, they would like to follow the advice of legal counsel. TCM Anderson would suggest adding to paragraph D a clause that would require vested rights under the laws of the State of Utah to legally created and recorded requirement.

The Town Council discussed the second half of the proposed ordinance with regards to septic systems. This section of the ordinance was a reaction to Sage including a community sewer system in their plans. The Planning Commission recommended passage of the ordinance but wanted the Town Council to better define the word "user." If the word user refers to two different structures using the same septic or sewer, the new addition to the code would keep several homes with accessory buildings out of compliance. It might keep the Town from building a new town hall with a shared septic on its proposed site. It was proposed to add "single owner" in place of the word "user." TCM Hunter suggested using the word "user" and then have the Planning Commission work on a definition of "user." TCM Powell suggested that the septic section of the ordinance be stricken from Ordinance 2022-11-16. The septic section will be sent back to the Planning Commission for additional review and work.

TCM Sandy Hunter motioned to approve Ordinance 2022-11-16 changing the dates in 15.17.14 paragraphs A, B, C and D to 1987. Paragraph D should be amended to reflect the suggested verbiage of Attorney Keller adding a clause that would require vested rights under the laws of the State of Utah. In addition, chapter 15.33 should be stricken from the ordinance and sent back to the Planning Commission for further review. TCM Bruce Ahlstrom seconded the motion. Roll Call Vote. All Votes Aye. Motion Passed. The votes are reflected below.

| VOTES | AYE | NAY | ABSTAIN | EXCUSED |
|---------------------------|-----|-----|---------|---------|
| Mayor Richard L. Sorensen | X | | | |
| CM Bruce Ahlstrom | X | | | |
| CM Kevin Anderson | X | | | |
| CM Sandy Hunter | X | | | |
| CM Artie Powell | X | | | |

14. Discussion and/or action on Resolution 2023-3-2-A: Interlocal Agreement with Weber County Surveyor's for plat review. (See Attachment #9) Sage submitted to Weber County Surveying for a plat review. Weber County called the Town office because Huntsville does not have a contract with Weber County for plat review. The last time the Town had a contract for plat review and monument placement was in 2014. Beckki spoke to Jared Anderson, Town engineer, and he encouraged the plat review at Weber County. The review from the County would be able to prevent long-term line disputes. It would also take a lot of the pressure off of the Planning Commission who are not professional engineers.

Huntsville could require the plat review of the homeowners. Weber County would charge a fee to certify the boundary lines. The homeowners would be required to pay the fee for plat review. This review should be required for subdivisions but could also be required for boundary line adjustments and consolidations.

Town Council Members would like to see Huntsville Town referred to in the contract instead of Huntsville City. In addition, TCM Ahlstrom requested that the "Agreement" referred to in the recitals of the resolution have the added detail by adding "for Weber County Recorder/Surveying Services." Beckki will make the changes.

TCM Bruce Ahlstrom motioned to approve Resolution 2023-3-2-A adopting the Interlocal Agreement for Weber County Recorder/Surveying services as amended. TCM Sandy Hunter seconded the motion. All votes Aye. Motion Passed.

| VOTES | AYE | NAY | ABSTAIN | EXCUSED |
|---------------------------|-----|-----|---------|---------|
| Mayor Richard L. Sorensen | X | | | |
| CM Bruce Ahlstrom | X | | | |
| CM Kevin Anderson | X | | | |
| CM Sandy Hunter | X | | | |
| CM Artie Powell | X | | | |

TCM Artie Powell requested that we look at the code to see if this added requirement could be reflected in the code.

15-Discussion and/or action on Resolution 2023-3-2-B adopting an interlocal agreement for County Election Service. (See Attachment #10) Weber County has provided election services to support the municipal election in Huntsville Town for the last few years. Contracting with Weber County saves time and money. Beckki also wanted to know if the Town Council wanted to continue to participate in the convention system. This convention would have to take place by May 30th. The conventions take the place of a primary for Huntsville Town.

TCM Ahlstrom researched the State Law regarding elections. There are many requirements, especially now that Utah is a vote by mail state, that would be difficult to perform without county involvement. He suggested amending the resolution to specify "Agreement for County Election Service."

TCM Bruce Ahlstrom motioned to approve Resolution 2023-3-2-B: Interlocal Agreement for County Election Service adopting the Weber County Elections Agreement as amended. TCM Hunter seconded the motion. All votes Aye. Motion Passed.

| VOTES | AYE | NAY | ABSTAIN | EXCUSED |
|---------------------------|-----|-----|---------|---------|
| Mayor Richard L. Sorensen | X | | | |
| CM Bruce Ahlstrom | X | | | |
| CM Kevin Anderson | X | | | |
| CM Sandy Hunter | X | | | |
| CM Artie Powell | X | | | |

Mayor Sorensen believes the current convention system works well. The Town Council discussed a couple of ways that could help make the process fair. Some of the ideas included continuing to hold the party meetings on the same day and time.

Beckki stated that she could work on some rules for the conventions. She stated the Town Council members needed to decide whether they have a good enough turn out to be able to provide good candidates. She wants to make sure that everyone who wants to run is able to run. The Town Council members responded that the problem is usually the opposite, trying to find enough good candidates to run. The conventions help this process.

The Town Council members discussed the possible dates for the May convention. Huntsville will have two open seats for the Town Council. The suggested date was May 23rd. Beckki will check with the library to see if there is an opening.

16-RAMP Grant. Mayor Sorensen announced the Town was awarded \$640,000 for the Town Hall project. It is an amazing opportunity. Wendy McKay worked very hard with our RAMP mentor. The efforts really paid off.

17-Sandbags at the Fire Station. Former Mayor Truett was able to get Weber Fire to put a sandbag station at the Fire Station in Huntsville. TCM Ahlstrom announced Weber County is doing sandbag training on March 16th.

18-CERT Training. Weber County is holding CERT training on April 20, 27th, May 4th and May 18th. The cost is \$35, and attendance is required for certifying. TCM Ahlstrom stated these meetings are Thursday nights, which are the same night as the Town meetings.

19-Patriotic Program. TCM Bruce Ahlstrom volunteered to plan the patriotic program for the 4th of July.

20-Fundraising Plan. (See Attachment #11) TCM Kevin Anderson put together a small donor fundraising plan. He welcomes comments from the TC. Mayor Sorensen thought the plan was excellent. TCM Artie Powell suggested that this could focus on the centennial celebration of Huntsville.

21-Fireworks. TCM Artie Powell is starting to work on the 4th of July Celebration. Fireworks have been paid for since last year. Since the distributor was unable to deliver the fireworks for the celebration, Huntsville has a credit this year.

22-Parks Board. The Parks Board did not get the grant money requested from RAMP for park development. TCM Powell congratulated the Town on receiving such a large donation. In addition, the parks board is appreciative of Huntsville reorganizing the fees for Huntsville Park and including the whole valley in their fee schedule.

23-Mosquito Abatement. Mosquito Abatement has been using drones more frequently. It has saved them a lot of money.

Beckki announced that she is working on reformatting the Huntsville Town Code to be more user friendly. It is a big project that both Sheree and Shannon are helping with.

TCM Artie Powell motioned to adjourn the meeting. TCM Bruce Ahlstrom seconded the motion. All Votes Aye.

Meeting is adjourned at 9:35 p.m.



Beckki Endicott, Town Clerk



SHERIFF'S MONTHLY REPORT

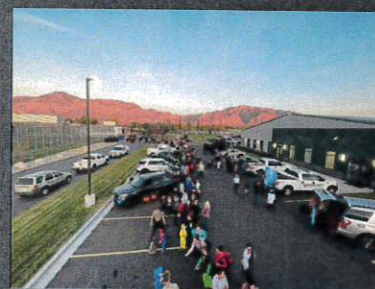
Integrity, Initiative, Intelligence

February 2023



COMMUNITY EVENTS

- **Sheriff's Office Trunk or Treat** | On October 19th, we hosted the first annual truck or treat held at the Sheriff's Office. This was a huge event with a huge turnout. We had several stations with Motors, Emergency Management, Patrol and CSI.
- **Shop with a Hero** | On December 3rd, we hosted the Shop with a Hero Event with breakfast at Washington Heights Church and shopping at Riverdale Walmart. Over 90 kids participated in the event.
- **Christmas Event** | On December 7th, we hosted our first annual Christmas Event at the Fairgrounds. We had pictures with Santa, Santa's Sleigh (snowcat) and reindeer. Families from all over the county came out and enjoyed hot chocolate and candy.
- **Christmas Luncheon** | On December 16th, the Sheriff's Office hosted a luncheon to show our appreciation to our employees and all our partners who support the Sheriff's Office.





SHERIFF'S MONTHLY REPORT

Integrity, Initiative, Intelligence

February 2023



DEPARTMENT HIGHLIGHTS

DRONE PROGRAM

Drones were deployed 13 times throughout Weber County. Some of the flights were to assist the roads department in inspecting drainage ditches and retention pond throughout Weber County in preparing for a heavy runoff this spring. Drone Teams assisted the Department of Human Services in locating homeless camps in Weber County during cold temperatures to provide resources and help. The Weber Metro Crash Team assisted with several crashes where drones were deployed to assist in the investigation.



FLOCK CAMERAS

From April 21st to December 31st sixteen stolen vehicles have been recovered with an estimated value of \$294,750. We have recovered over \$2,500 worth of stolen property and made 19 felony arrests. Several grams of illegal narcotics have been seized. Flock has been used to solve a arson case in Plain City and a Sexual Offense in Western Weber County. In the month of January West Haven's cameras came online. Weber County Sheriff's Office has partnered with several local agencies to share cameras to assist in investigating crimes.

LIVE 911

In January of 2023 we partnered with LIVE 911. This enable deputies to listen to 911 calls as dispatch is receiving the call. This program assists deputies respond to calls and decreases response times. In January deputies responded to a Traffic Accident with injuries in West Haven. Deputies were on scene and providing CPR before the call was dispatched. A week later a 911 call was received about a 11 year old male in cardiac arrest at a rec center in Farr West. Deputies arrived quickly and provided CPR until medical personnel arrived and took over care. The child was airlifted to a hospital where he underwent surgery. The child is currently home recovering from this incident.



SHERIFF'S MONTHLY REPORT

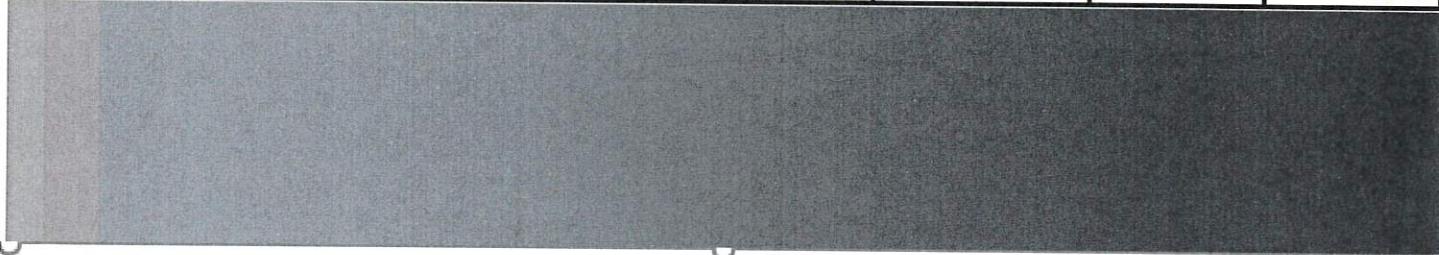
Integrity, Initiative, Intelligence

February 2023

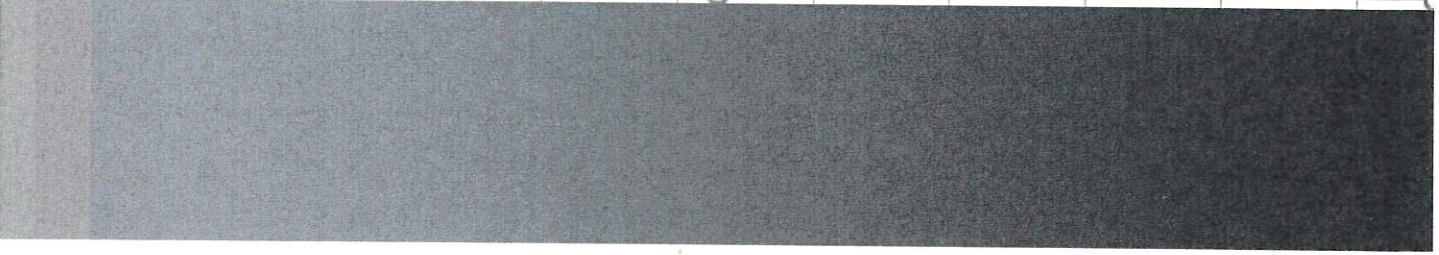
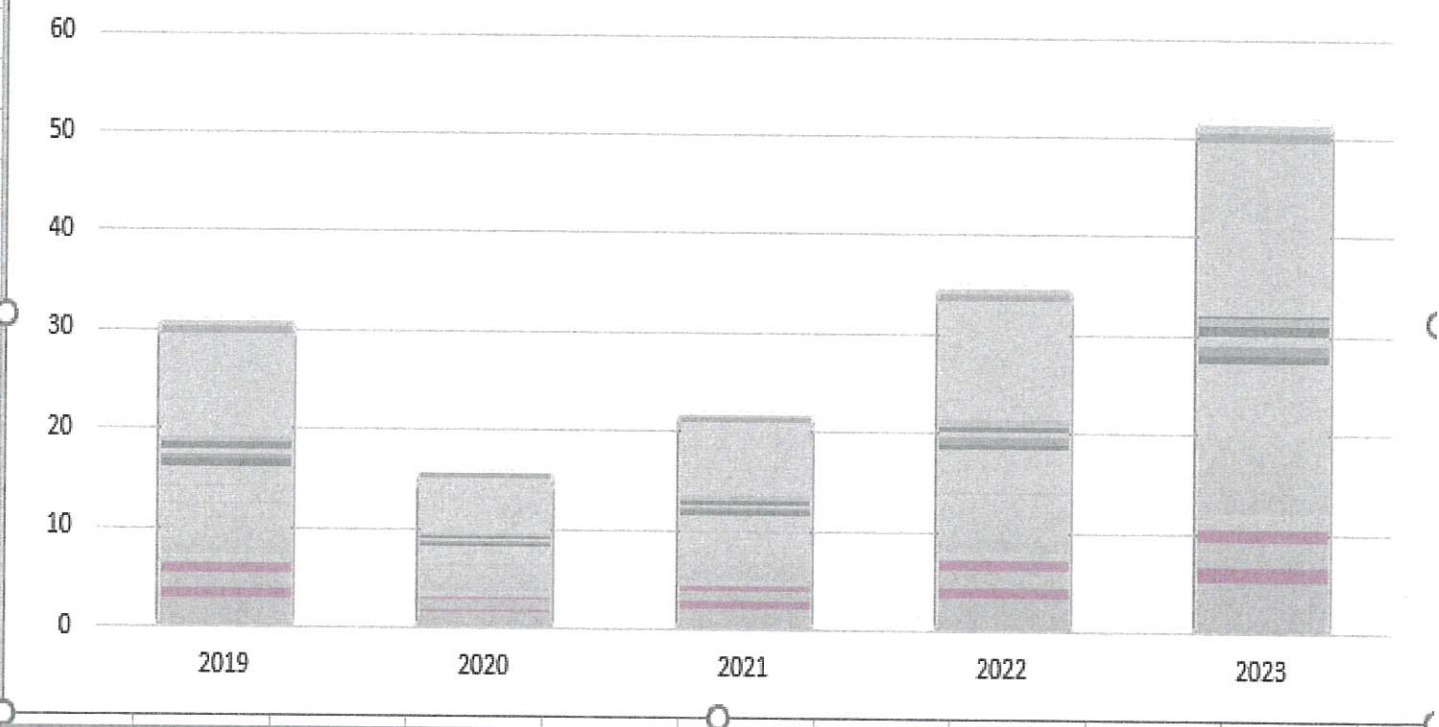


HUNTSVILLE CITY CALLS FOR SERVICE INCLUDES TRAFFIC STOPS

| | | | | | |
|--|------|------|------|------|------|
| | 31 | 16 | 22 | 35 | 52 |
| | 2019 | 2020 | 2021 | 2022 | 2023 |



Huntsville Calls For Service





SHERIFF'S MONTHLY REPORT

Integrity, Initiative, Intelligence

February 2023

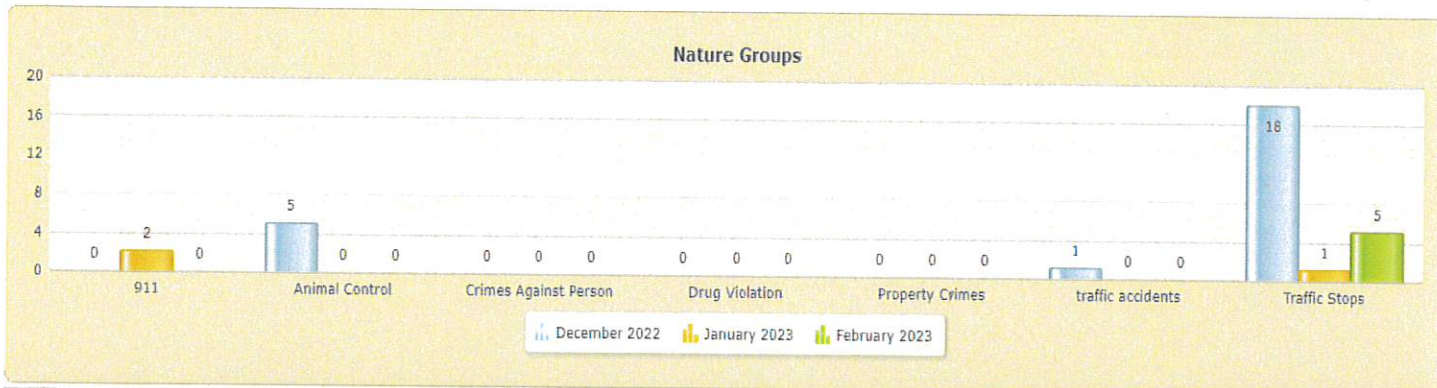


Chart: Period Differences ▼

| Category | December 2022 | January 2023 | February 2023 | Total |
|-----------------------|---------------|--------------|---------------|-----------|
| 911 | 0 | 2 | 0 | 2 |
| Animal Control | 5 | 0 | 0 | 5 |
| Crimes Against Person | 0 | 0 | 0 | 0 |
| Drug Violation | 0 | 0 | 0 | 0 |
| Property Crimes | 0 | 0 | 0 | 0 |
| traffic accidents | 1 | 0 | 0 | 1 |
| Traffic Stops | 18 | 1 | 5 | 24 |
| Totals: | 24 | 3 | 5 | 32 |

Nature Setting Index

Property Crimes:

| | |
|------------------------|--------------------------------|
| Breach of Trust | Retail Theft |
| Burglary | Retail Theft in Progress |
| Burglary attempt | Retail Theft Just Occurred |
| Burglary in Progress | Vehicle Burglary in Progress |
| Burglary Just Occurred | Vehicle Burglary Just Occurred |
| Theft | Vehicle Theft |
| Theft in Progress | Vehicle theft in progress |
| Theft Just Occurred | Vehicle Theft Just Occurred |

Crimes Against Person:

| | |
|---------------------------|--------------------------|
| Assault | Kidnapping |
| Assault in Progress | kidnapping attempt |
| Assault Just Occurred | Kidnapping in Progress |
| Assault Domestic Violence | Kidnapping Just Occurred |
| Robbery | Stabbing |
| Robbery Attempt | |
| Robbery in Progress | |
| Robbery Just Occured | |

911:

| | |
|-------------|-------------|
| 911 cell | 911 Text |
| 911 Hang up | 911 Unknown |
| 911 Misdial | |

Animal Control:

Animal Bite Medical

Animal Bite/Attacks

Animal Complaints

Animal Control

Drug Violation:

Drug Violation

Drug Violation in Progress

Drug Violation Just Occurred

| Account Number | Account Title | 12/31/2022 | Budget FY2023 | Remaining | Percent Used | Notes |
|-----------------------------------|---------------------------------|----------------------|-------------------|-------------------|-----------------|--------------------------------------|
| | | YTD Actual FY2023 | | | | |
| GENERAL FUND - REVENUE | | | | | | |
| 10-30-100 | General Property Tax | 94,978.57 | 104,000.00 | 9,021.43 | 91.3% | check certified tax rate - worksheet |
| 10-30-101 | Personal Property Tax | - | - | - | - | TC needs to approve |
| 10-30-102 | Prior Year Delinquent Tax | 2,638.78 | 3,300.00 | 661.22 | 80.0% | |
| 10-30-103 | Fee in Lieu of Property Tax | 1,273.42 | 3,400.00 | 2,126.58 | 37.5% | |
| 10-31-100 | General Sales & Use Tax | 83,737.51 | 125,000.00 | 41,262.49 | 67.0% | |
| 10-31-103 | Highway Transit Tax | 8,002.87 | 12,000.00 | 3,997.13 | 66.7% | |
| 10-31-104 | Telecommunication Tax | 1,416.44 | 2,200.00 | 783.56 | 64.4% | |
| 10-31-105 | Transient Room Tax | 6,393.39 | - | (6,393.39) | - | |
| 10-32-200 | Business licenses and permits | 1,802.40 | 6,000.00 | 4,197.60 | 30.0% | |
| 10-32-201 | Other Licenses/Permits | - | 300.00 | 300.00 | 0.0% | |
| 10-32-202 | Excavation Permit Fee | - | 600.00 | 600.00 | 0.0% | |
| 10-32-203 | Building - Permits | 17,091.85 | 75,000.00 | 57,908.15 | 22.8% | ** |
| 10-33-301 | Federal Grants | - | - | - | - | |
| 10-33-302 | State Grants (ARPA) | - | - | - | - | |
| 10-33-303 | Local Grants (Ramp) | - | 2,000.00 | 2,000.00 | 0.0% | |
| 10-33-304 | B & C Road Funds | 29,230.33 | 45,000.00 | 15,769.67 | 65.0% | |
| 10-34-400 | Building Inspection Fees | 2,013.00 | 6,000.00 | 3,987.00 | 33.5% | |
| 10-34-401 | Building Impact Fees | - | 500.00 | 500.00 | 0.0% | |
| 10-34-402 | Zoning & Subdivision Fees | 72,272.59 | 7,000.00 | (65,272.59) | 1032.5% | Bond from Sage |
| 10-34-403 | Miscellaneous Fees | - | 100.00 | 100.00 | 0.0% | |
| 10-34-404 | Landfill Fees | 230.00 | 750.00 | 520.00 | 30.7% | |
| 10-34-405 | History Dept Fees | - | 50.00 | 50.00 | 0.0% | |
| 10-34-406 | First Street Toll Fee | - | 70,000.00 | 70,000.00 | 0.0% | |
| 10-35-501 | Court Fines | 9,586.00 | 12,000.00 | 2,414.00 | 79.9% | |
| 10-36-601 | Interest earnings | 19,117.33 | 3,000.00 | (16,117.33) | 637.2% | ** |
| 10-36-606 | Rentals - leased property | - | - | - | - | |
| 10-36-607 | Contributions | 112.10 | - | (112.10) | - | (Gary - Recycling) |
| 10-37-703 | Gain on Sale of Fixed Assets | - | - | - | - | |
| 10-38-402 | Cemetery Burial Permits | 5,800.00 | 8,000.00 | 2,200.00 | 72.5% | ** |
| 10-38-404 | Cemetery Plot Sales | 18,775.00 | 15,000.00 | (3,775.00) | 125.2% | ** |
| 10-38-405 | Cemetery Perpetual Care | 24,250.00 | - | (24,250.00) | - | |
| 10-38-601 | Interest Earnings-Cem Perp Care | 4,617.06 | - | (4,617.06) | - | |
| 10-39-402 | Park Fees | 900.00 | 5,000.00 | 4,100.00 | 18.0% | |
| 10-39-603 | Park Donations | 11,043.02 | 2,000.00 | (9,043.02) | 552.2% | **see sheet for details |
| TOTAL GENERAL FUND REVENUE | | 415,281.66 | 508,200.00 | 165,191.34 | 67% | |

(72,273.00)

GENERAL FUND EXPENDITURES

| | | | | | |
|-----------|--------------------------------------|-----------|------------|-----------|---|
| 10-40-101 | Wages - Administration | 32,207.50 | 76,000.00 | 43,792.50 | 42.4% |
| 10-40-102 | Payroll Tax Expense - All | 2,463.84 | 8,000.00 | 5,536.16 | 30.8% |
| 10-40-200 | Administration - general | 5,051.64 | 8,000.00 | 2,948.36 | 63.1% |
| 10-40-201 | Professional Services | 35,842.25 | 122,000.00 | 86,157.75 | 29.4% Legal, Sheriff, Animal |
| 10-40-202 | Public Safety | - | - | - | - |
| 10-40-203 | Insurance | 12,258.36 | 25,000.00 | 12,741.64 | 49.0% |
| 10-40-204 | Advertising / Public Notices | - | - | - | - |
| 10-40-205 | Awards and Promotions | 1,448.37 | 2,500.00 | 1,051.63 | 57.9% |
| 10-40-209 | Travel, Education, Training | 673.31 | 2,200.00 | 1,526.69 | 30.6% |
| 10-40-210 | Bank Charges | 20.00 | 100.00 | 80.00 | 20.0% Safety Deposit Box |
| 10-40-301 | Utilities-Town Hall Water | 332.50 | 800.00 | 467.50 | 41.6% |
| 10-40-302 | Utilities-Town Hall Natural Ga | 198.93 | 450.00 | 251.07 | 44.2% |
| 10-40-303 | Utilities-Town Hall Electricit | 113.19 | 600.00 | 486.81 | 18.9% |
| 10-40-304 | Utilities-Town Hall Telecom | 664.74 | 1,500.00 | 835.26 | 44.3% Switched phone service |
| 10-40-500 | Supplies/Materials | 334.29 | 100.00 | (234.29) | 334.3% Graphics for Town Office, History Center |
| 10-40-501 | Office Supplies | 6,126.21 | 17,000.00 | 10,873.79 | 36.0% Caselle, Dynaquest, iWork, Elections |
| 10-40-502 | Operating Supplies | 919.36 | 3,000.00 | 2,080.64 | 30.6% Storage Unit |
| 10-40-504 | Books, Pub, Subscriptions | 565.95 | 250.00 | (315.95) | 226.4% Website |
| 10-40-601 | Repair/Maintenance - Property | 2,016.29 | 2,200.00 | 183.71 | 91.6% **Pack Attack \$2091 |
| 10-40-602 | Repair/Maintenance - Building | - | 1,000.00 | 1,000.00 | 0.0% |
| 10-40-604 | Repair/Maintenance - Machine & | - | - | - | - |
| 10-40-801 | Cares - Weber County | - | - | - | - |
| 10-46-402 | State Surcharge-Building Permi | 134.99 | 250.00 | 115.01 | 54.0% |
| 10-46-403 | Building Inspection expense | 12,396.80 | 20,000.00 | 7,603.20 | 62.0% Sunrise |
| 10-46-404 | Planning & Zoning expense | 373.50 | 25,000.00 | 24,626.50 | 1.5% Sunrise |
| 10-48-302 | Utilities - Leased Property Nat Gas | - | - | - | - |
| 10-48-303 | Utilities - Leased Property Electric | - | - | - | - |
| 10-50-301 | Utilities-History Water | 250.00 | 650.00 | 400.00 | 38.5% |
| 10-50-302 | Utilities-History Natural Gas | 151.27 | 400.00 | 248.73 | 37.8% |
| 10-50-303 | Utilities-History Electricity | 80.03 | 200.00 | 119.97 | 40.0% |
| 10-50-304 | Utilities-History Telecom | 160.65 | 420.00 | 259.35 | 38.3% |
| 10-50-500 | Materials History Museum | 247.08 | 500.00 | 252.92 | 49.4% |
| 10-54-101 | Wages - Roads | 5,937.02 | 19,000.00 | 13,062.98 | 31.2% |
| 10-54-102 | Payroll Tax Expense - Roads | 454.17 | 1,450.00 | 995.83 | 31.3% |
| 10-54-301 | Utilities - Roads Water | 250.00 | 600.00 | 350.00 | 41.7% |
| 10-54-302 | Utilities - Roads Natural Gas | 735.16 | 1,800.00 | 1,064.84 | 40.8% |
| 10-54-303 | Utilities - Roads Electricity | 1,340.49 | 2,500.00 | 1,159.51 | 53.6% |
| 10-54-501 | Office Supplies - Roads | - | - | - | - |
| 10-54-502 | Operating Supplies - Roads | 3,632.21 | 7,000.00 | 3,367.79 | 51.9% |
| 10-54-505 | Road Repair Material | 41,370.00 | 70,000.00 | 28,630.00 | 59.1% |
| 10-54-602 | Repair/Mtnce Bldgs - Road | - | 1,000.00 | 1,000.00 | 0.0% |
| 10-54-604 | Repair/Mtnce Mach/Equip - Road | - | 4,000.00 | 4,000.00 | 0.0% |
| 10-54-805 | Capital-Machinery/Equip Roads | - | - | - | - |
| 10-59-102 | Payroll Tax Expense - Water | - | - | - | - |
| 10-59-209 | Water - Travel, Education | - | - | - | - |
| 10-64-101 | Wages - Parks | 6,773.41 | 13,000.00 | 6,226.59 | 52.1% |
| 10-64-102 | Payroll Tax Expense - Parks | 518.20 | 975.00 | 456.80 | 53.1% |
| 10-64-301 | Utilities - Parks Water | 1,819.65 | 6,000.00 | 4,180.35 | 30.3% |
| 10-64-302 | Utilities - Parks Natural Gas | 166.68 | 550.00 | 383.32 | 30.3% |
| 10-64-303 | Utilities - Parks Electricity | 813.87 | 1,950.00 | 1,136.13 | 41.7% |
| 10-64-502 | Operating Supplies - Parks | 5,360.87 | 5,000.00 | (360.87) | 107.2% **Pesticides |
| 10-64-601 | Repair/Maintenance - Parks Pro | 20,950.69 | 33,000.00 | 12,049.31 | 63.5% **Pack Attack 23k, Tree Maint 10k |
| 10-64-805 | Capital Outlay-Parks Equip | 700.00 | 8,000.00 | 7,300.00 | 8.8% Sign - Pickleball Court |
| 10-66-101 | Wages - Cemetery | 7,523.88 | 14,000.00 | 6,476.12 | 53.7% |

| | | | | | |
|-----------|--------------------------------|----------|-----------|----------|----------------------------|
| 10-66-102 | Payroll Tax Expense - Cemetery | 575.58 | 1,100.00 | 524.42 | 52.3% |
| 10-66-301 | Utilities - Cemetery Water | 250.00 | 1,400.00 | 1,150.00 | 17.9% |
| 10-66-303 | Utilities - Cemetery Electric | 471.54 | 1,300.00 | 828.46 | 36.3% |
| 10-66-501 | Office Supplies - Cemetery | - | - | - | |
| 10-66-502 | Operating Supplies-Cemetery | 353.44 | 1,500.00 | 1,146.56 | 23.6% |
| 10-66-601 | Repair/Maintenance - Cemetery | 6,422.43 | 10,000.00 | 3,577.57 | 64.2% **Pack Attack \$9140 |

| | | | | | |
|-----------|--------------------------------|--------|----------|----------|------------------|
| 10-67-101 | Wages - Landfill | 898.00 | 2,800.00 | 1,902.00 | 32.1% |
| 10-67-102 | Payroll Tax Expense - Landfill | 68.70 | 250.00 | 181.30 | 27.5% |
| 10-67-502 | Operating Supplies-Landfill | 47.41 | 300.00 | 252.59 | 15.8% |
| 10-67-601 | Repair/Mtnce-Landfill Prop | - | 600.00 | 600.00 | 0.0% Weed Killer |
| 10-67-604 | Rep/Mtnce-Landfill Mach/Equip | - | 100.00 | 100.00 | 0.0% |

| | | | | | |
|-----------|--------------------------------------|------------|---|---|--|
| 10-80-101 | Wages - Secondary Water | (2,307.55) | - | - | |
| 10-80-102 | Payroll Tax Expense - Secondar | (176.55) | - | - | |
| 10-80-501 | Office Supplies-Secondary Wate | (427.50) | - | - | |
| 10-80-502 | Operating Supplies - Secondary Water | 209.11 | - | - | |
| 10-80-606 | Repair/Mtnce-Secondary Propert | 2,227.88 | - | - | |
| | | | | | Secondary Water Co will pay Secondary Water Expense |

| | | | | | |
|---------------------------------|--|-------------------|--------------------|--|-----|
| TOTAL GENERAL FUND EXPENDITURES | | <u>221,989.84</u> | <u>527,295.00</u> | | 42% |
| NET TOTAL GENERAL FUND | | <u>193,291.82</u> | <u>(19,095.00)</u> | | |

| CAPITAL PROJECTS FUND | | | | |
|--|--------------------------------|-------------------|---------------------|-------------------------------------|
| 30-33-301 | Federal Capital Grants | - | 220,000.00 | CDBG - apply for extension |
| 30-33-302 | State Capital Grants | - | - | |
| 30-33-303 | Local Capital Grants | - | 40,000.00 | OVP, Ramp (\$640,000) |
| | Donation (marathon) | - | - | |
| 30-36-601 | Interest Earnings | - | 400.00 | |
| 30-36-603 | Misc Donations | 350,000.00 | - | ** Town Hall - Donation |
| 30-37-703 | Sale of Fixed Assets | - | 1,000,000.00 | |
| L CAPITAL FUND REVENUE | | 350,000.00 | 1,260,400.00 | |
| 30-42-802 | Capital Outlays-Buildings | - | 1,000,000.00 | Town Hall Building |
| 30-42-803 | Capital Outlays-Infrastructure | 17,734.50 | 10,000.00 | Intersection, Concrete |
| 30-42-805 | Capital Outlays-Machinery/Equi | - | - | |
| 30-42-806 | Capital Outlay-Software | 1,608.74 | 2,500.00 | Computer (Shannon) |
| 30-42-807 | Capital Outlays-Other | 27,148.40 | - | **Park Tree Removal |
| 30-99-999 | Reconciliation Discrepancies | - | - | |
| TOTAL CAPITAL FUND EXPENDITURES | | 46,491.64 | 1,012,500.00 | |
| NET TOTAL CAPITAL FUND | | | | 303,508.36 247,900.00 |

| JULY 4TH FUND | | | | |
|--------------------------|------------------------|------------------|------------------|---|
| 40-34-402 | Fees | 646.05 | - | |
| 40-34-404 | Concessions | 2,052.28 | 1,000.00 | (1,052.28) 205.2% |
| 40-36-601 | Interest Earnings | - | 100.00 | 100.00 0.0% |
| 40-36-603 | Donations | 5,000.00 | 7,000.00 | 2,000.00 71.4% Zions Bank, Ramp |
| JULY 4TH REVENUE | | 7,698.33 | 8,100.00 | |
| 40-44-101 | Wages - July 4th | 197.75 | 500.00 | 302.25 39.6% |
| 40-44-102 | PR tax - July 4th | 15.13 | 40.00 | 24.87 37.8% |
| 40-44-205 | Awards & Promotions | 49.99 | 150.00 | 100.01 33.3% |
| 40-44-305 | Waste & Disposal | 1,766.00 | 1,800.00 | 34.00 98.1% |
| 40-44-402 | Sales Tax Expense | 138.64 | 100.00 | (38.64) 138.6% |
| 40-44-403 | License and Permits | - | - | |
| 40-44-502 | Operating Supplies | 3,197.45 | 2,400.00 | (797.45) 133.2% |
| 40-44-503 | Food and Entertainment | 12,225.27 | 9,000.00 | (3,225.27) 135.8% **will provide additional 1k for 2023 |
| JULY 4TH EXPENSE | | 17,590.23 | 13,990.00 | |
| NET JULY 4TH FUND | | | | (9,891.90) (5,890.00) |

WATER FUND

| | | | | | | |
|-----------------------|--|-------------------|---------------------|------------|--------------|------------------------------|
| 50-33-302 | State Grants | 37,990.50 | 37,990.00 | (0.50) | 100.0% | ARPA - expense to repairs |
| 50-34-201 | Water Connection Fees | (20,000.00) | 80,000.00 | 100,000.00 | -25.0% | Refund Sage 1 lot |
| 50-34-204 | Water Meter Fees | - | 1,000.00 | 1,000.00 | 0.0% | |
| 50-34-404 | Waste Service, Est 4.5k per mth | 20,115.82 | 55,000.00 | 34,884.18 | 36.6% | |
| 50-34-405 | Water Service, Est 20k per mth | 92,887.65 | 240,000.00 | 147,112.35 | 38.7% | |
| 50-35-506 | Penalties and Interest, Est \$90 per mth | 242.24 | 800.00 | 557.76 | 30.3% | |
| 50-36-600 | Miscellaneous Revenue | 88.50 | 250.00 | 161.50 | 35.4% | move ARPA to here |
| 50-36-601 | Interest Earnings | 8,933.00 | 1,200.00 | (7,733.00) | 744.4% | |
| 50-36-999 | Developers Contribution | - | - | - | | |
| Water Revenue | | 140,257.71 | 416,240.00 | | 33.7% | |
| 50-41-101 | Wages Water | 17,314.27 | 35,000.00 | 17,685.73 | 49.5% | |
| 50-41-102 | PR Taxes Water | 1,324.61 | 2,700.00 | 1,375.39 | 49.1% | |
| 50-41-201 | Professional Services | 7,395.89 | 12,000.00 | 4,604.11 | 61.6% | |
| 50-41-202 | Technical Services | 864.00 | 1,000.00 | 136.00 | 86.4% | |
| 50-41-204 | Advertising/Public Notices | - | 50.00 | 50.00 | 0.0% | |
| 50-41-209 | Travel, Education, Training | 781.50 | 900.00 | 118.50 | 86.8% | Rural Water Assoc |
| 50-41-210 | Bank Charges | - | - | - | | |
| 50-41-300 | Utility Service - hook up | - | - | - | | |
| 50-41-302 | Utilities-Natural Gas | 386.83 | 1,250.00 | 863.17 | 30.9% | |
| 50-41-303 | Utilities-Electricity | 1,103.38 | 2,800.00 | 1,696.62 | 39.4% | |
| 50-41-304 | Utilities-Telecommunication | 821.46 | 1,750.00 | 928.54 | 46.9% | |
| 50-41-305 | Waste and Disposal, Est 4k per mth | 24,196.85 | 48,000.00 | 23,803.15 | 50.4% | |
| 50-41-306 | Water Rights/Shares | 10,358.05 | 20,000.00 | 9,641.95 | 51.8% | Weber Basin Water |
| 50-41-501 | Office Supplies | 1,296.68 | 5,000.00 | 3,703.32 | 25.9% | Caselle, Esri \$2,150 |
| 50-41-502 | Operating Supplies | 4,037.44 | 10,000.00 | 5,962.56 | 40.4% | |
| 50-41-504 | Books, Pub, Subscriptions | 3,100.00 | 1,800.00 | (1,300.00) | 172.2% | Meterworks, GPS - Annual Sub |
| 50-41-601 | Repair/Mtnce Grounds | 42,358.65 | 75,000.00 | 32,641.35 | 56.5% | Misc water leaks |
| 50-41-604 | Repair/Mtnce Machinery/Equip | - | 100.00 | 100.00 | 0.0% | |
| 50-41-702 | Debt Service Interest Expense | 8,496.30 | 17,000.00 | 8,503.70 | 50.0% | Interest Pymt \$8496.30 *2 |
| 50-41-703 | Debt Service Fees | - | 56,000.00 | 56,000.00 | 0.0% | posted to 50-21-104 - ok |
| 50-41-800 | Depreciation | - | 240,000.00 | 240,000.00 | 0.0% | |
| 50-41-803 | Infrastructure Capital Expense | 11,256.31 | 5,000.00 | (6,256.31) | 225.1% | Aqua, Moke |
| Water Expense | | 135,092.22 | 535,350.00 | | 25.2% | |
| NET WATER FUND | | 5,165.49 | (119,110.00) | | -4% | |

CEMETERY PERPETUAL CARE FUND

| | | | | | | |
|---|---------------------|--|------------------|--|--|--|
| 70-36-601 | Interest Earnings | | 1,232.00 | | | |
| 70-38-202 | Burial Permits | | 7,000.00 | | | |
| 70-38-404 | Cemetery Plot Sales | | 27,862.00 | | | |
| NET CEMETERY PERPETUAL CARE FUND | | | 36,094.00 | | | |

Park Donations 10-39-603

| | | |
|----------|------------|---------------------|
| 1,000.00 | 8/2/2022 | Margo Smeltzer |
| 3,000.00 | 8/17/2022 | Cycle Cart Donation |
| 900.00 | 10/31/2022 | Margo Smeltzer |
| 2,500.00 | 10/31/2022 | Ragnar |
| 900.00 | 12/19/2022 | Margo Smeltzer |
| 900.00 | 1/23/2023 | Margo Smeltzer |
| 800.00 | 2/20/2023 | Margo Smeltzer |

General Total **10,000.00**

| | | |
|----------|-----------|--------------------------------|
| 48.02 | Dec-22 | Square - Ice Rink |
| 1,000.00 | 1/31/2023 | RMP - Donation Winter Carnival |
| 186.20 | Jan-23 | Square - Ice Rink |
| 466.00 | Feb-23 | Cash Box - Ice Rink |
| 25.00 | 2/8/2023 | Brough - Ice Rink |
| 1,807.53 | Feb-23 | Square - Ice Rink |

Ice Rink Total **3,532.75**

| | | |
|------------|------------|---|
| 100.00 | 10/24/2022 | Christmas - Leslie Nixon |
| 100.00 | 10/26/2022 | Christmas - Margo Smelzer |
| 1,000.00 | 11/2/2022 | Christmas - Mary Jane Markle |
| 200.00 | 11/7/2022 | Christmas - Brian Watts |
| 100.00 | 11/14/2022 | Christmas - Gary Crandall |
| 100.00 | 11/14/2022 | Christmas - D Jay Curtis |
| 25.00 | 11/14/2022 | Christmas - Kay Kilgore |
| 40.00 | 11/16/2022 | Christmas - Velma & Willie |
| 25.00 | 11/21/2022 | Christmas - Cesanne Greathouse |
| 50.00 | 11/21/2022 | Christmas - Sandy Hunter |
| 25.00 | 11/21/2022 | Christmas - Nancy Wilson |
| 40.00 | 11/25/2022 | Christmas - Johansen's |
| 100.00 | 11/25/2022 | Christmas - Rosmary Waite |
| 75.00 | 11/25/2022 | Christmas - Karoline Peterson |
| 100.00 | 11/25/2022 | Christmas - Margo Smelzer |
| 100.00 | 11/25/2022 | Christmas - Richard Sorensen |
| 50.00 | 11/25/2022 | Christmas - Steve Songer |
| 250.00 | 11/28/2022 | Christmas - Scott Anderson |
| 15.00 | 11/29/2022 | Christmas - cash |
| 200.00 | 11/29/2022 | Christmas - Christie |
| (1,588.01) | 1/15/2023 | Christmas purchases - Carol |
| | | Christmas Total 1,106.99 |

Grand Total **14,639.74**

11,043.02 thru Dec 31st
 11,541.21 thru Jan 31st
 14,639.74 thru Feb 28th

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING
Thursday, December 1, 2022, 6:45 p.m.
Huntsville Town Maintenance Office, 165 South 7500 East, Huntsville, Utah

| Name | Title | Status |
|---------------------|----------------|---------|
| Richard L. Sorensen | Mayor | Excused |
| Bruce Ahlstrom | Council Member | Present |
| Kevin Anderson | Council Member | Excused |
| Sandy Hunter | Council Member | Present |
| Artie Powell | Council Member | Zoom |
| Beckki Endicott | Clerk | Present |
| William Morris | Legal Counsel | Excused |

Zoom:

Citizens: Amanda Hessenauer, Cami Moss, Lt. Ryan, Sheree Evans - Treasurer

1-TCM Sandy Hunter called the meeting to order. There is a full quorum present.

2-Pledge of Allegiance led by TCM Sandy Hunter.

3-Opening Ceremony given by TCM Bruce Ahlstrom.

4-Public Comments: There were none.

5-Presentation of the Audit: Cami Moss from Child Richards presented the information from the 2021-2022 audit. **(See Attachment #1)** The public can review the information given in the audit report on file at the Huntsville Town Hall Office.

6-Sheriff's Report: Lt. Ryan reported Huntsville is in the transition from Fall to Spring. The Sheriff's Department is working the traffic control aspects of the Valley. There was a change in the format to the monthly reports which are sent to the municipalities that are generated by the Sheriff's department.

7- Discussion and/or action on the acceptance of the audit for 2022, TCM Bruce Ahlstrom motioned to accept the audit as presented. TCM Artie Powell seconded the motion. Roll Call Vote. All votes Aye. Motion passed. Votes are reflected below.

| VOTES | AYE | NAY | ABSTAIN | EXCUSED |
|---------------------------|-----|-----|---------|---------|
| Mayor Richard L. Sorensen | | | | X |
| CM Bruce Ahlstrom | X | | | |
| CM Kevin Anderson | | | | X |
| CM Sandy Hunter | X | | | |
| CM Artie Powell | X | | | |

8-Discussion and/or action on approval of Shannon Smith as an official signer for the Town of Huntsville. To strengthen internal controls, it was suggested Sheree Evans be removed as a

signer for Huntsville Town and Shannon Smith be added as a signer. **TCM Bruce Ahlstrom motioned to approve Shannon Smith as a signer for the Town of Huntsville.** TCM Artie Powell seconded the motion. All votes Aye. Motion Passed. Votes are reflected below.

| VOTES | AYE | NAY | ABSTAIN | EXCUSED |
|---------------------------|-----|-----|---------|---------|
| Mayor Richard L. Sorensen | | | | X |
| CM Bruce Ahlstrom | X | | | |
| CM Kevin Anderson | | | | X |
| CM Sandy Hunter | X | | | |
| CM Artie Powell | X | | | |

9-Discussion and/or action on approval of minutes for Town Council Work Session for November 17, 2022. (See Attachment #2) **TCM Bruce Ahlstrom motioned to approve the amended minutes for the Town Council Work Session for November 17, 2022.** TCM Artie Powell seconded the motion. All votes Aye. Motion Passed.

10-Discussion and/or action on approval of minutes for Town Council Meeting November 17, 2022. (See Attachment #3) **TCM Bruce Ahlstrom motioned to approve the amended minutes for the Town Council Work Session for November 17, 2022.** TCM Artie Powell seconded the motion. All votes Aye. Motion Passed.

11-Discussion and/or action on approval of Resolution 2022-10-20 adopting development agreement with the Wangsgard 41 Trust. Beckki explained that the details of the agreement are not complete and final. There was input from our Town Engineer that needed to be worked on with TCM Kevin Anderson. Beckki explained that the input from the Town Engineer would simplify the agreement. She let the Wangsgard know about the delay. The Town Council will look towards January. **TCM Bruce Ahlstrom motioned to table Resolution 2022-10-20.** TCM Artie Powell seconded the motion. All votes Aye. Motion passed.

12-Discussion and/or action on approval of contract amendment for Steve Benjamin. (See Attachment #4) Sheree Evans explained that Steve Benjamin is our water master and had not received a pay increase for some time. The mayor is recommending a 5% increase in his hourly rate. **TCM Bruce Ahlstrom motioned to approve the contract amendment #3 raising the hourly rate for Steve Benjamin.** TCM Artie Powell seconded the motion. Roll Call Vote. All Votes Aye. Motioned passed. Votes are reflected below.

| VOTES | AYE | NAY | ABSTAIN | EXCUSED |
|---------------------------|-----|-----|---------|---------|
| Mayor Richard L. Sorensen | | | | X |
| CM Bruce Ahlstrom | X | | | |
| CM Kevin Anderson | | | | X |
| CM Sandy Hunter | X | | | |
| CM Artie Powell | X | | | |

14-Approval of the Bills, October 2022. There was not a motion or approval on the Bills for October 2022 on the last agenda. Beckki explained the TC was in a rush to leave the library that night. **TCM Bruce Ahlstrom motioned to approve the Bills for October 2022.** TCM Artie Powell seconded the motion. Roll Call Vote. All votes Aye. Motioned passed. Votes are reflected below.

| VOTES | AYE | NAY | ABSTAIN | EXCUSED |
|---------------------------|-----|-----|---------|---------|
| Mayor Richard L. Sorensen | | | | X |
| CM Bruce Ahlstrom | X | | | |
| CM Kevin Anderson | | | | X |
| CM Sandy Hunter | X | | | |
| CM Artie Powell | X | | | |

15- Planning Commission Update: TCM Hunter explained the Planning Commission had met that night to approve the Boundary Line Adjustment for Steve Johnson. The previous month the TC had identified some issues with the drawing that was presented for approval. The boundary line adjustment was conditionally approved by the TC in last month's meeting if Steve Johnson would update the boundary line on the east to be adjusted around the art studio and that an updated drawing be presented to the Planning Commission by November 30th. The Planning Commission has reviewed the changes to the boundary line adjustment tonight, December 1st and made a favorable recommendation.

16-Update on Emergency Preparedness and CERT: TCM Bruce Ahlstrom reported on the meeting regarding the mitigation plan that FEMA recommends. The last plan was written in 2015. A new mitigation plan is now required. TCM Ahlstrom reviewed some of the goals for the 2015 plan. Huntsville Town has done a great job of meeting the goals of 2015. He would like some input from the Town Council regarding the new goals for the mitigation plan. He would like to see some emphasis on CERT training for all residents. He has reserved January 12th for an emergency preparedness meeting at the library for all residents. He would like to have these meetings every other month. Huntsville Town is looking for two additional block captains due to openings.

TCM Artie Powell was wondering about meeting with our attorney on a closed session regarding questions of road vacation. Beckki suggested that the Appeals Committee is meeting on December 12th. She will try to coordinate a meeting for the Appeals.

TCM Powell stated that January 7th at 8:30 a.m. the Ogden Valley Parks Association is having a public meeting at the Eden Bowery. On January 5th, during the work session, he would like to discuss the park and what Huntsville wants to see for Huntsville Park going forward in the next couple of years. The Ogden Valley Parks Association is talking about RAMP grants for January 2023. Beckki reported that Huntsville Town is going to apply for a major grant from RAMP for the Town Hall. TCM Artie Powell wanted to know if the Town Council needed to make some official recognition that the area surrounding the new town hall site is part of the Huntsville Park.

TCM Bruce Ahlstrom motioned to adjourn the meeting. TCM Artie Powell seconded the motion. All Votes Aye. Meeting is adjourned at 8:13 p.m.

Beckki Endicott, Town Clerk

WORK SESSION – Tuesday, December 20, 2022

Minutes of the Huntsville Town Council work session held at the Huntsville Town Maintenance Office, 165 South 7500 East at 6:00 p.m.

The work session was scheduled to have the New Town Hall Committee meet with the Town Council members regarding the proposed building by Wadman/Sanders. The cost of the building has been a concern and there are new ideas regarding the space. The New Town Hall Committee wanted to present some of these ideas to the Town Council.

Attending: Steve Songer, Wendy McKay, Bill White, Suzanne Ferre, Sandy Hunter, Ron Gault, Bruce Ahlstrom, Kevin Anderson, Artie Powell, Mayor Richard Sorensen, Beckki Endicott, Bill White

Mayor Sorensen called the meeting to order. He explained that the Town Hall Committee has been meeting with the Wadman/Sanders team. Although the preliminary designs are desirable, the price tag for the design is over the amount that was advertised in the RFQ. The project is moving toward and passed the 3-million-dollar range. The Town Hall Committee started being creative about the planning of the building. One suggestion was to use a pole barn design. Steve Songer and Wendy McKay have been researching the process and designs of "pole barns." This would be a solution for the New Town Hall that would come with a smaller price tag. Some think that this is more reflective of the style of Huntsville Town. After listening to their presentation along with other members of the NTH committee and members of the community, Mayor Sorensen felt the TC members needed to have input on this direction. His opinion has changed throughout this process. He was not supportive of a pole barn design. However, now he is really considering the design.

Ron Gault, who attended the last meeting noted that Jeff Holt came to the last meeting with the NTH committee. Jeff Holt's background with financing large projects, including government projects are extensive. He summarized some of his financial findings for financing of the NTH. Jeff Holt advised us to not put all the money we have into the building in order to buy down the cost or loan. He believes there is money available for even a 2% interest rate. The wisest thing to do would be to keep some of the money, and keep some of the nest egg so that the Town can handle any unforeseen circumstances as they come along. He felt that 2 million was a good limit for the Town and with the proposed new ideas. A 20-year loan would put the Town in a good position. Wendy McKay expressed that she believed the Town needed to use all the money available. She considers the center town lots to be the nest egg for the Town.

Beckki showed the two designs to the Town Council from Wadman/Sanders. **(See Attachment #1)** Wendy McKay oriented the TC members to the designs. Council Members asked many questions regarding the designs and weighed the differences between the two designs. Wendy McKay answered the questions and added insights into what the NTH committee was thinking about. The bottom line was both designs averaged \$547 a square foot. The committee just could not come to terms with the price.

Mayor Sorensen turned the time over to Steve Songer to present some new ideas from the NTH committee. He wanted to let the TC members know that these ideas were rough. He showed a power point with different building techniques. Post frame is the type of construction that the NTHC is looking at. They would like to see a cement foundation poured with the stirrups for the framing on top of the foundation. This would help the building to last for many years. Insulation can be added to this type of building. Allowances will need to be made for a Geotech study. This type of study has been estimated to be many thousands of dollars. Rex Harris has volunteered to help the Town do this at a lower cost.

Steve Songer showed some examples of floor plans that could be used. There is much less wasted space than previous designs. The floor plans have all the needed space that has been previously requested. Steve Songer and Wendy McKay are still working on the designs. Working together, they have been talking to contractors who are interested in building this design. Regarding estimates for the current rough design, they believe the basic design will be around \$500,000.

Steve Songer wanted to address the community center. He has previously expressed that he was not supportive of pickleball courts inside the community center. He has changed his mind. He believes that building a community center with pickleball courts would give the building continuous use. There are software systems that will allow reservations to be made. This could be a source of income that could support the community center into the future years. There was a discussion about whether this building would be part of the Special Service District for the valley. In addition, the closing of the street between the park and the community center site was proposed. TCM Artie Powell is proposing that this be done in stages. There was a lot of discussion about monetizing the use of the community center.

Maintenance and heating costs going forward for a building this size was discussed. In addition, the possibility of adding solar was also discussed.

After presenting the various plans, the NTH asked the TC members for direction. Should they keep working with the Sanders/Wadman team? Should they work a new design with post frame construction? What is the legal obligation for the Town?

Mayor Sorensen stated that there is a cancellation clause in the contract with Wadman/Sanders. Beckki Endicott reminded the group that they would have to RFP in order to use the CDBG grant money. Wendy McKay is working on RAMP grant for a major ask in 2023.

TCM Artie Powell suggested the committee send the designs to the Town Council to consider. They can schedule a meeting to make a decision on the direction they would like the NTH committee can take.

There was a lot of opinions regarding the floor plan and size. Steve Songer and Wendy McKay will finish a couple of floor plans and email them to the TC members. They will meet in a couple of days to give their preferences to the committee to proceed with design and decide if the Town needs new architect and engineer.

TCM Artie Powell motioned to adjourn the meeting. TCM Bruce Ahlstrom seconded the motion. All votes Aye. Motion passed.

Meeting adjourned at 8:00 p.m.

Beckki Endicott, Huntsville Town Clerk

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING
Thursday, December 22, 2022, 9 a.m.
Electronic Meeting with an anchor location at the
Huntsville Town Office, 7381 East 200 South, Huntsville, Utah

| Name | Title | Status |
|---------------------|----------------|---------|
| Richard L. Sorensen | Mayor | Zoom |
| Bruce Ahlstrom | Council Member | Present |
| Kevin Anderson | Council Member | Zoom |
| Sandy Hunter | Council Member | Zoom |
| Artie Powell | Council Member | Zoom |
| Beckki Endicott | Clerk | Present |
| William Morris | Legal Counsel | Excused |

Citizens: Ron Gault on Zoom

Mayor Sorensen called the meeting to order. There is a full quorum present. He detailed the history of the Town Hall Building and listed several points regarding funding that bolster his opinion that Huntsville should keep moving forward on the building of a New Town Hall. There are several people that have expressed that we should not build because Huntsville does not have the money. Mayor Sorensen stated the Town has followed a process and made the best decisions along the way. It is easy to look back and point out the mistakes, but the Town Council has the opportunity to move forward.

Town Council Member Artie Powell restated that the sale of the Town Hall was premature, but he would like to not make the same mistakes that have been made prior. All are committed to finding a workable situation.

Steve Songer and Wendy McKay have submitted a packet of information to each Town Council Member (see attached). There are two deadlines for receiving bids that are rapidly approaching. The first cut off is for the RAMP grant. Mayor Sorensen would like to see a budget of 2 million for the building. The effort will be to obtain additional grants obtained somewhere around \$400,000, which will include a request to RAMP.

Mayor Sorensen asked the Council Members what plan for the Town Hall they individually preferred. Wendy McKay and Steve Songer would like to approach an architect and engineer about design. TC Member Bruce Ahlstrom liked elevation A but is concerned about snow load and where the snow will fall. Mayor Sorensen commented that the elevations and floor plans could change between now and final design. There are adjustments that will need to be made that the Town Council Members can not foresee. These engineering elements and such.

TCM Sandy Hunter stated she is concerned with the size of the council chambers in the design. She stated that they outgrew the old Town Hall in 50 years. If they are concerned with designing a building that will last, the size needs to accommodate the potential growth. TCM Hunter likes the L-shape but prefers the breezeway because it gives a larger chambers area. She would like to

see adequate storage for chairs and other furniture. TCM Anderson also prefers the bigger size of the council chambers.

TCM Artie Powell stated that aesthetically he like the design without the breezeway. He does not believe that the chambers need to be bigger. He thinks that Huntsville is land-locked and will not grow much more in the future. He does not like the straight-line building. TCM Powell's concern is that he does not think that Huntsville needs a community center. He believes you could build the Town Hall, which is the urgent needs at this time. Then, if over time, after studying the need for a community center, you could add that to future plans. This would add to the current cost in the long run.

TCM Anderson commented that Elevation A is more aesthetically pleasing to him. He does not see the larger size as an issue as far as cost goes. The additional monies will be provided by grants and the Town will receive additional utility necessary for the community.

Mayor Sorensen also likes the look of two separate buildings. He is concerned about the position of the stairway. He would like to see access to the basement from the outside.

TCM Artie Powell motioned that the Town Council has reviewed the plans and designs submitted by Wadman/Sanders and have determined to go in a different direction. The Town Council recognizes the efforts of Wadman/Sanders and recommends the Town Hall Committee meet with Wadman/Sanders to discuss any future action. Any future contracts will need approval from the Town Council.

In addition, the current preference of the Town Council is for Wendy McKay's and Steve Songer's design of Elevation A. The Town Council recognizes that the exterior and interior plans may change as a result of design and engineering. The Town Council is not in favor of the linear design shown in Elevation C.

TCM Hunter asked if the Town Council needed to make a motion to sever the contract with Wadman/Sanders. Mayor Sorensen suggested that they meet with Wadman to discuss if they wanted to be part of any part of the process. There is a recognition that there will be a RFP at the end of the design process.

TCM Hunter asked what the process would look like to secure an architect if the contract with Wadman was cancelled. Mayor Sorensen said because of the way that we have put together our own designs based on the "pole barn" or post and frame type construction, the companies that build these types of buildings have their own design centers. They are more utilitarian in nature and Huntsville would like a nicer building based on the type of construction. This has made it difficult to find someone for design and engineering. Steve Songer and Wendy McKay are interviewing various builders/designers to assess the process and cost of several firms.

TCM Hunter seconded the motion.

Roll Call Vote. All Votes Aye. Motion passed. Votes are reflected below.

| VOTES | AYE | NAY | ABSTAIN | EXCUSED |
|---------------------------|-----|-----|---------|---------|
| Mayor Richard L. Sorensen | X | | | |
| CM Bruce Ahlstrom | X | | | |
| CM Kevin Anderson | X | | | |
| CM Sandy Hunter | X | | | |
| CM Artie Powell | X | | | |

Ron Gault has enjoyed the comments on the design on Elevation A. He is in favor of bigger rather than smaller. He is appreciating the process.

TCM Sandy Hunter motioned to adjourn the meeting. TCM Bruce Ahlstrom seconded the motion. All Votes Aye. **Meeting is adjourned at 10:13 p.m.**

Beckki Endicott, Town Clerk



March 2, 2023

Mailing Address

P.O. Box 267
Huntsville, UT 84317

Phone

801.745.3420

Fax

801.745.1792

Web

www.huntsvilletown.com

Mayor

Richard L. Sorensen

Town Council

Kevin Anderson
Bruce Ahlstrom
Sandy Hunter
Artie Powell

Town Clerk/Recorder

Beckki Endicott

Treasurer

Sheree Evans

Attorney

Bill Morris

To: Huntsville Town Council

Submitted By: Beckki Endicott, Clerk

Subject: Business License for Jessica Shuman and GRE Inc (Gold Rush Expeditions Inc.) 7355 East 200 South, Huntsville.

Background: The Shuman's do surveys and sales of mining claims across the Western United States. Their offices are upstairs at "The Lodge." The lower level is a gallery of photos for sale. The subject of the photos are old mine sites.

Recommendation: To approve a business license

Motion: To approve/not approve a commercial business license for Jessica Shuman and her business GRE Inc.

Action:

Motion: Bruce Ahlstrom

Second: Sandy Hunter

Mayor Sorensen: Aye

Bruce Ahlstrom: Aye

Kevin Anderson: Aye

Sandy Hunter: Aye

Artie Powell: Aye



March 2, 2023

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Beckki Endicott

Treasurer

Sheree Evans

Attorney

Bill Morris

To: Huntsville Town Council

Submitted By: Beckki Endicott, Clerk

Subject: Business License for Lewis Johnson for missbeehaven, 7400 East 361 S. Huntsville.

Background: The Johnson's own bees. They process and sell wholesale honey out of their home. They also process honey for other bee operators.

Recommendation: To approve a business license

Motion: To approve/not approve a home business license for Lewis Johnson and his business missbeehaven.

Action:

Motion: *Bruce Ahlstrom*
Second: *Sandy Hunter*
Mayor Sorensen: *Aye*
Bruce Ahlstrom: *Aye*
Kevin Anderson: *Aye*
Sandy Hunter: *Aye*
Artie Powell: *Aye*

NOTICE OF ACTION

TO: Huntsville Town Council
FROM: Huntsville Town Planning Commission
DATE: January 26, 2023
**RE: Recommendations for Approval of Ordinance 2022.11.16
Appeal Amendments. Nonconforming Lots and Wastewater**

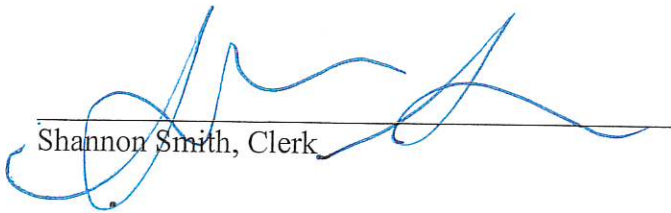
In accordance with *Utah Code* 10-9a-202, or any similar notice that may be required under State Law or the Municipal Code, notice is hereby given that the Planning Commission, at its meeting on January 26, 2023 reviewed the Ordinance 2022.11.16: Appeal Amendments. Nonconforming Lots and Wastewater, and in that meeting took the following action:

 X RECOMMEND APPROVAL to the Town Council:

1. With revisions made at the Planning meeting on January 26th 2023. Also to be reviewed by Attorney Mr. Keller for additional suggestions, comments and changes as he sees fit. PC also recommends adding definitions of the term used "User" in the wastewater section and "legally created" in the nonconforming lots section. In addition adding clarification to the section that refers to the zoning requirements for the lots previously created.

Ordinance 2022.11.16 will be reviewed for approval by the Huntsville Town Council at the next Huntsville Town Council Meeting. The date of the Town Council Meeting is Thursday, February 2nd, 2023, 6:45 p.m.

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


Shannon Smith, Clerk

HUNTSVILLE TOWN
ORDINANCE NO. 2022-11-16

APPEAL AMENDMENTS, NONCONFORMING LOTS, AND WASTEWATER

AN ORDINANCE OF HUNTSVILLE TOWN AMENDING THE
HUNTSVILLE MUNICIPAL CODE TO ELIMINATE DUPLICATIVE OR
SUCCESSIVE APPEALS; AMENDING NONCONFORMING LOTS OR
PARCELS OF RECORD; ADOPTING WASTEWATER REGULATIONS;
SEVERABILITY; AND EFFECTIVE DATE.

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

WHEREAS, Title 10, Chapter 9a, of the *Utah Code Annotated*, 1953, as amended, enables municipalities to regulate land use and development;

WHEREAS, the Town finds it necessary to update its land use ordinances in order to meet the challenges presented by development and to protect public health, safety, and welfare;

WHEREAS, the Utah Department of Environmental Quality adopted R317 to govern wastewater systems which the Town seeks to implement by this Ordinance;

WHEREAS, after publication of the required notice the Planning Commission held its public hearing on _____, to take public comment on the proposed Ordinance, after which the Planning Commission gave its recommendation to _____ this Ordinance; and

WHEREAS, the Town Council received the recommendation from the Planning Commission and held its public meeting on _____;

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

Section 1: Repealer. Any code, chapter, or section in conflict with this Ordinance is hereby repealed in its entirety and referenced thereto vacated.

Section 2: Appeals. In accordance with *Utah Code* §10-9a-701(4), and to comply with the state law mandating the to-elimination of "duplicate or successive appeals"; the Huntsville Municipal Code is amended to repeal all instances of the Town Council hearing or deciding any appeal. Appeals of any Planning Commission decision shall be forwarded directly to and decided by the Appeal Authority.

Section 3: Adoption. Section 15.17.14 of the *Huntsville Municipal Code* isare hereby amendedadoped to read as follows:

15.17.14 Nonconforming Lots or Parcels of Record.

A. A parcel which is nonconforming as to area and frontage requirements, and which contains ing a single-family residence that has not been abandoned, and which was legally created within Huntsville Town limits and recorded prior to 1992 the July 1992 amendments to the Municipal Land Use, Development, and Management Act, Utah Code Ann. §10-9a-101 et. seq., Subdivision Law; shall be considered to be a legally complying lot entitled to the same rights as lots conforming to current Huntsville Town area and frontage requirements.

1987

Commented [SH1]: legally created within Huntsville Town Limits

B. A parcel which is nonconforming as to current area and frontage requirements, and which was of record as a legally created lot within Huntsville Town limits and was recorded prior to 1992 the July 1992 amendments to the Municipal Land Use, Development, and Management Act, Utah Code Ann. §10-9a-101 et. seq., Subdivision Law; and which met area and frontage requirements for the zone in which it was created at the time it was created; may submit an application for subdivision approval provided that it meets all other applicable requirements of the Huntsville Town Subdivision and Zoning Titles. The Landowner will have the burden to prove that their lot met area and frontage requirements for the zone in which it was created at the time it was created.

1987

Commented [SH2]: all references to "created" should be changed to "legally created" We can use 1992 if we want. Our Ordinances were written in 1992 I believe

C. A non-conforming lot shall be considered a legal building lot entitled to the same rights as a conforming lot, if the lot was created prior to _____ July 1992. A parcel non-conforming as to current area and frontage requirements, which was legally created and recorded prior to 1992(?) in the Town of Huntsville; and which met area and frontage requirements per Huntsville Town Municipal Code for the zone in which it was created at the time it was legally created, will be determined to be a buildable lot and have the same rights as a conforming parcel.

1987

Commented [SH3]: See suggestions

A.D. _____ A parcel annexed into Huntsville Town which does not that is non-conforming as to with the current area and frontage requirements imposed by for the Huntsville Zoning Title for the zone in which it is annexed at the time it is annexed is determined non-conforming and not buildable until it meets the area and frontage requirements of its current zone, or it is approved for a rezone and meets the area and frontage requirements of the zone for which it is rezoned.

Recommended from Keller

Huntsville Town, Utah
Ordinance No. ____
Page 4

As presented by the current draft, section 15.17.14 D. reads as follows:

- D. A parcel annexed into Huntsville Town which does not non-conform with the area and frontage requirements imposed by for the Huntsville Zoning Title for the zone in which it is annexed at the time it is annexed is determined non-conforming and not buildable until it meets the area and frontage requirements of its current zone, or it is approved for a rezone and meets the area and frontage requirements of the zone for which it is rezoned.

This reflects the Town's apparent intent that no parcel annexed into the Town from Weber County can be eligible for non-conforming lot status, while non-conforming lots within the Town that have never been annexed are eligible for non-conforming benefits.

We believe this approach presents some risks. If the ordinance were challenged on an equal protection or uniform operation of laws basis, the Town would need to justify why it is treating non-conforming lots first created in Weber County differently than non-conforming lots first created in the Town. I'm not sure I understand that justification.

In addition, assume a lot owner purchased a parcel in unincorporated Weber County intending/preparing to build. At the time of purchase the parcel was legally created and recorded within Weber Count, and the parcel met Weber County zoning regulations when it was created. If the lot were subsequently annexed by the Town, under (D) the landowner has suddenly lost the right to build until a rezone is granted. It is likely the lot owner would protest, claiming interference with vested rights.

To mitigate those risks, we'd recommend the Town consider the following revised subsection D.:

- D. A parcel annexed into Huntsville Town that is nonconforming as to the current area and frontage requirements of the Huntsville Town zone into which it is annexed; but met the area and frontage requirements of the Weber County zone in which it was created at the time it was legally created and recorded, shall be determined to be a buildable lot and have the same rights as a conforming parcel.

*and has vested rights from
law of the State of Utah,
under the*

10-9-89

Ordinances from 1987

**HUNTSVILLE CITY
RESOLUTION 2023-3-2-A**

INTERLOCAL AGREEMENT FOR COUNTY RECORDER/SURVEYOR

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ENTERING AN
INTERLOCAL AGREEMENT BETWEEN WEBER COUNTY AND
HUNTSVILLE TOWN FOR SUBDIVISION REVIEW AND SURVEYOR
SERVICES**

WHEREAS, Huntsville Town (hereafter "Town") is a duly incorporated municipality under the laws of Utah;

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 3, Utah Code Annotated, 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources;

WHEREAS, Title 11, Chapter 13, Section 5 of the Utah Code Annotated, 1953 as amended, provides that governing bodies of governmental units adopt resolutions approving an interlocal agreement before such agreements may become effective;

WHEREAS, the Town desires to enter the attached Interlocal Agreement (hereafter "Agreement") with Weber County as forth in Exhibit "A" incorporated herein by this reference;

WHEREAS, the Town and Weber County hereby finds mutual benefit under this Agreement for subdivision review and survey services;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Huntsville Town, Utah, that the Agreement set forth in the attached "A" is incorporated herein by this reference and is approved and adopted. The Town Council hereby authorizes and directs the Mayor to execute the Agreement and any documents relating thereto for and on behalf of the Town.

for County Recorder/Surveyor Services
PASSED AND ADOPTED by the City Council this ____ day of _____, 2023.

Mayor

ATTEST:

Town Clerk

INTERLOCAL AGREEMENT

between

WEBER COUNTY

and

~~MARRIOTT SLATERVILLE~~ UINTAH CITY HUNTSVILLE TOWN

for survey related services

THIS AGREEMENT is between WEBER COUNTY ("County"), a body corporate and politic of the State of Utah and UINTAH MARRIOTT SLATERVILLE CITY HUNTSVILLE TOWN ("City"), a municipal corporation in Weber County. County and City may be referred to jointly as the "parties."

RECITALS

WHEREAS, County and City are public agencies as defined by Title 11, Chapter 13, Utah Code Ann. (the "Interlocal Act"). Section 11-13-202 of the Interlocal Act provides that any two or more public agencies may enter into an agreement with one another to provide services that they are each authorized by statute to provide; and

WHEREAS, City desires to use the Weber County Recorder/Surveyor's Office for Subdivision Reviews, and Additional Survey _____ services; and

WHEREAS, County has the resources is capable of providing the activities requested by City as described in this Agreement; and

THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the parties covenant and agree as follows:

1. SCOPE OF SERVICES

- The Weber County Surveyor's Office ("Surveyor") agrees to review all plats of proposed subdivisions within the city limits, for UintahMarriott-Slaterville CityHuntsville Town, to help ensure compliance with the survey related requirements of U.C.A. 1953, § 17-27a-6, U.C.A. 1953, § 10-9a-6, and Weber County Code Title 106 as applicable.
- Surveyor agrees to provide monument services for new land survey monuments in each subdivision, within the city limits, for UintahMarriott-Slaterville CityHuntsville Town, through the Monument Improvement Agreement Permit Process outlined in Weber County Code Title 45.

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- Surveyor City shall may request provide additional other surveys or survey related services in accordance with the direction from Marriott-Slaterville from Surveyor City. These projects Any additional services requested by City will be performed agreed upon after consultation between the City and the County to define each scope defining the scope of services to be performed and total sum for each request.
- All services provided pursuant to this section shall be at the request of Marriott-Slaterville City and in accordance with the availability of personnel in the subject to the discretion of the Surveyor's Office.

2. EFFECTIVE DATE

This Agreement shall be effective ~~September~~ May 01, 2022 upon execution and shall continue for a period of 5 years following the effective date ("Term"). The parties may extend the Term of this Agreement for an additional 5 years in the form of an amendment executed by the parties.

County and City reserve the right to review this Agreement during the Term or additional terms regarding performance and cost and may negotiate costs and additional or amended service elements. Any changes to this Agreement shall be in a written amendment executed by the parties.

3. TERMINATION

The parties reserve the right to terminate this Agreement, in whole or in part, at any time during the Term or any additional terms whenever the terminating party determines, in its sole discretion that it is in the terminating party's interest to do so. If a party elects to exercise this right, the terminating party shall provide written notice to the other party at least 30 (thirty) days prior to the date of termination for convenience. The parties agree that termination for convenience will not be deemed a termination for default nor will it entitle either party to any rights or remedies provided by law or this Agreement for breach of contract or any other claim or cause of action.

4. CONSIDERATION

- ~~Utah~~ Marriott-Slaterville City shall pay to Weber County the fee of \$350 for any subdivision review with 19 lots or less. Any subdivision review with 20 lots or more will be done with a fee of \$450, additional fees will be escrowed for the monuments to be built in each subdivision. Payment shall be made directly to the Weber County Surveyor's Office by the subdivider prior to the start of any review. The subdivider

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Commented [C1]: Are we at a point where it would be logical to increase the rates per inflation? It might be smart to bump up to 400 and 500 giving reviewers 8 and 10 hours total per review at cost to county plus 10% coming in at \$50-55 per hour.

shall pay to Weber County the fee of \$400 + \$25 per lot; or + \$50 per condo unit for any subdivision review consisting of 2 reviews, each additional review may be subject to a \$75 excessive review fee. Additional fees will be collected and escrowed for the monuments to be built in each subdivision. Payment shall be made directly to the Weber County Surveyor's Office by the subdivider prior to the start of any review.

— Specific survey services outside of subdivision reviews will be done on a lump sum basis in an amount agreed upon between the City and Surveyor.

Commented [C2]: Do we want to identify types of survey services or include language to give the survey office authority to accept or deny survey requests beyond limitations of availability of personnel.

Commented [C3]: For lump sum basis, can we approve the project sum amount or would that involve commission level decision making? What about if we were to carry out tasks on a T&M basis perhaps with a not to exceed amount?

Commented [K4R3]: Whether not to use a not to exceed amount or an undefined lump sum basis is fine as far as I am concerned. Either way, this contract once executed by the Commissioners will allow the Surveyor's Office to work out the details with the City.

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5. INDEPENDENT CONTRACTOR AND TAXES

The relationship of County and City under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; 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 County and City of employer and employee, partners or joint ventures'. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

6. AGENT

No agent, employee or servant of either party is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. County and City shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. County and City shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement that both are independent contractors.

7. SEVERABILITY

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition 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.

8. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by either party of applicable law, rule or regulation, shall constitute an event of default under this Agreement. County and City are responsible, at their sole expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

9. NON-ASSIGNMENT

Neither party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other.

10. NON-FUNDING

If either party's performance under this Agreement depends upon the appropriation of funds by either the Utah Legislature or the governing legislative body, and if the legislating body fails to appropriate the funds necessary for the performance, then this Agreement may be terminated by either party by providing written notice to the other party without further obligation. Said termination shall not be construed as breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to either party of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of either party, their successors or assigns, as to this Agreement, or any portion thereof, which may so terminate and become null and void.

11. GOVERNING LAW

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Weber County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of Utah.

12. INDEMNIFICATION

Both parties are governmental entities under the Governmental Immunity Act of Utah, §§ 630G-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the parties shall be

Commented [C5]: Does this provide adequate indemnity for us to share digital survey work?

Commented [K6R5]: Between govt. entities, this is all we are going to get. So yes, it will suffice.

liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither party shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

13. INSURANCE

Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

14. COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

15. INTERLOCAL COOPERATION ACT REQUIREMENTS

In satisfaction of the requirements of the Interlocal Cooperation Act, §§ 11-13-101 *et seq.*, and in connection with this Agreement, the parties agree as follows:

- a. This Agreement shall be approved by each party pursuant to § 11-13-202.5;
- b. This Agreement shall be reviewed as to the proper form and compliance with applicable law by an authorized attorney on behalf of each party pursuant to § 11-13-202.5;
- c. An executed original counterpart shall be filed with the keeper of records for each party pursuant to § 11-13-209;
- d. The term of this Agreement shall not exceed fifty (50) years pursuant to § 11-13-216 of the Interlocal Cooperation Act;
- e. No separate legal entity is created by the terms of this Agreement. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party; and
- f. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs.

16. ENTIRE AGREEMENT

The parties acknowledge and agree that this Agreement constitutes the entire integrated understanding between the parties, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

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IN WITNESS WHEREOF, the parties execute this Agreement.

By: _____
SCOTT JENKINS, CHAIR
WEBER COUNTY WEBER COUNTY
COMMISSION CHAIR

By: _____
MARRIOTT SLATERVILLE UTAH
CITY HUNTSVILLE TOWN

Date: _____

Date: _____

Commissioner Harvey voted _____
Commissioner Jenkins Bolos voted _____
Commissioner Froerer voted _____

Attest: _____
Weber County Clerk/Auditor

Approved as to form

Approved as to form

Date

Date

INTERLOCAL AGREEMENT

between

WEBER COUNTY

and

HUNTSVILLE TOWN

for survey related services

THIS AGREEMENT is between WEBER COUNTY ("County"), a body corporate and politic of the State of Utah and HUNTSVILLE TOWN ("City"), a municipal corporation in Weber County. County and City may be referred to jointly as the "parties."

RECITALS

WHEREAS, County and City are public agencies as defined by Title 11, Chapter 13, Utah Code Ann. (the "Interlocal Act"). Section 11-13-202 of the Interlocal Act provides that any two or more public agencies may enter into an agreement with one another to provide services that they are each authorized by statute to provide; and

WHEREAS, City desires to use the Weber County Recorder/Surveyor's Office for Subdivision Reviews, and Additional Survey services; and

WHEREAS, County has the resources is capable of providing the activities requested by City as described in this Agreement; and

THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the parties covenant and agree as follows:

1. SCOPE OF SERVICES

- The Weber County Surveyor's Office ("Surveyor") agrees to review all plats of proposed subdivisions within the city limits, for Huntsville Town, to help ensure compliance with the survey related requirements of U.C.A. 1953, § 17-27a-6, U.C.A. 1953, § 10-9a-6, and Weber County Code Title 106 as applicable.
 - Surveyor agrees to provide monument services for new land survey monuments in each subdivision, within the city limits, for Huntsville Town, through the Monument Improvement Agreement Permit Process outlined in Weber County Code Title 45.

- City may request additional surveys or survey related services from Surveyor. Any additional services requested by City will be agreed upon after consultation between the City and the County defining the scope of services to be performed and total sum for each request.
- All services provided pursuant to this section shall be at the request of City and subject to the discretion of the Surveyor.

2. EFFECTIVE DATE

This Agreement shall be effective upon execution and shall continue for a period of 5 years (“Term”). The parties may extend the Term of this Agreement for an additional 5 years in the form of an amendment executed by the parties.

County and City reserve the right to review this Agreement during the Term or additional terms regarding performance and cost and may negotiate costs and additional or amended service elements. Any changes to this Agreement shall be in a written amendment executed by the parties.

3. TERMINATION

The parties reserve the right to terminate this Agreement, in whole or in part, at any time during the Term or any additional terms whenever the terminating party determines, in its sole discretion that it is in the terminating party's interest to do so. If a party elects to exercise this right, the terminating party shall provide written notice to the other party at least 30 (thirty) days prior to the date of termination for convenience. The parties agree that termination for convenience will not be deemed a termination for default nor will it entitle either party to any rights or remedies provided by law or this Agreement for breach of contract or any other claim or cause of action.

4. CONSIDERATION

- The subdivider shall pay to Weber County the fee of \$400 + \$25 per lot; or + \$50 per condo unit for any subdivision review consisting of 2 reviews, each additional review may be subject to a \$75 excessive review fee. Additional fees will be collected and escrowed for the monuments to be built in each subdivision. Payment shall be made directly to the Weber County Surveyor’s Office by the subdivider prior to the start of any review.
- Specific survey services outside of subdivision reviews will be done on a lump sum basis in an amount agreed upon between the City and Surveyor.

5. INDEPENDENT CONTRACTOR AND TAXES

The relationship of County and City under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; 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 County and City of employer and employee, partners or joint ventures'. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

6. AGENT

No agent, employee or servant of either party is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. County and City shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. County and City shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement that both are independent contractors.

7. SEVERABILITY

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition 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.

8. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by either party of applicable law, rule or regulation, shall constitute an event of default under this Agreement. County and City are responsible, at their sole expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

9. NON-ASSIGNMENT

Neither party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other.

10. NON-FUNDING

If either party's performance under this Agreement depends upon the appropriation of funds by either the Utah Legislature or the governing legislative body, and if the legislating body fails to appropriate the funds necessary for the performance, then this Agreement may be terminated by either party by providing written notice to the other party without further obligation. Said termination shall not be construed as breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to either party of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of either party, their successors or assigns, as to this Agreement, or any portion thereof, which may so terminate and become null and void.

11. GOVERNING LAW

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Weber County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of Utah.

12. INDEMNIFICATION

Both parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither party shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

13. INSURANCE

Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

14. COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

15. INTERLOCAL COOPERATION ACT REQUIREMENTS

In satisfaction of the requirements of the Interlocal Cooperation Act, §§ 11-13-101 *et seq.*, and in connection with this Agreement, the parties agree as follows:

- a. This Agreement shall be approved by each party pursuant to § 11-13-202.5;
- b. This Agreement shall be reviewed as to the proper form and compliance with applicable law by an authorized attorney on behalf of each party pursuant to § 11-13-202.5;
- c. An executed original counterpart shall be filed with the keeper of records for each party pursuant to § 11-13-209;
- d. The term of this Agreement shall not exceed fifty (50) years pursuant to § 11-13-216 of the Interlocal Cooperation Act;
- e. No separate legal entity is created by the terms of this Agreement. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party; and
- f. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs.

16. ENTIRE AGREEMENT

The parties acknowledge and agree that this Agreement constitutes the entire integrated understanding between the parties, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

IN WITNESS WHEREOF, the parties execute this Agreement.

By: _____
WEBER COUNTY COMMISSION CHAIR

By: _____
HUNTSVILLE TOWN

Date: _____

Date: _____

Commissioner Harvey voted _____

Commissioner Bolos voted _____

Commissioner Froerer voted _____

Attest: _____
Weber County Clerk/Auditor

Approved as to form

Approved as to form

Date

Date

**HUNTSVILLE CITY
RESOLUTION 2022-3-2-A**

INTERLOCAL AGREEMENT FOR COUNTY RECORDER/SURVEYOR

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ENTERING AN
INTERLOCAL AGREEMENT BETWEEN WEBER COUNTY AND
HUNTSVILLE TOWN FOR SUBDIVISION REVIEW AND SURVEORY
SERVICES**

WHEREAS, Huntsville Town (hereafter "Town") is a duly incorporated municipality under the laws of Utah;

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 3, Utah Code Annotated, 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources;

WHEREAS, Title 11, Chapter 13, Section 5 of the Utah Code Annotated, 1953 as amended, provides that governing bodies of governmental units adopt resolutions approving an interlocal agreement before such agreements may become effective;

WHEREAS, the Town desires to enter the attached Interlocal Agreement (hereafter "Agreement") with Weber County as forth in Exhibit "A" incorporated herein by this reference;

WHEREAS, the Town and Weber County hereby finds mutual benefit under this Agreement for subdivision review and survey services;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Huntsville Town, Utah, that the Agreement set forth in the attached "A" is incorporated herein by this reference and is approved and adopted. The Town Council hereby authorizes and directs the Mayor to execute the Agreement and any documents relating thereto for and on behalf of the Town.

PASSED AND ADOPTED by the City Council this ____ day of _____, 2023.

Mayor

ATTEST:

Town Clerk

**HUNTSVILLE CITY
RESOLUTION 2022-3-2-A**

INTERLOCAL AGREEMENT FOR COUNTY RECORDER/SURVEYOR

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ENTERING AN
INTERLOCAL AGREEMENT BETWEEN WEBER COUNTY AND
HUNTSVILLE TOWN FOR SUBDIVISION REVIEW AND SURVEORY
SERVICES**

WHEREAS, Huntsville Town (hereafter “Town”) is a duly incorporated municipality under the laws of Utah;

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 3, Utah Code Annotated, 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources;

WHEREAS, Title 11, Chapter 13, Section 5 of the Utah Code Annotated, 1953 as amended, provides that governing bodies of governmental units adopt resolutions approving an interlocal agreement before such agreements may become effective;

WHEREAS, the Town desires to enter the attached Interlocal Agreement (hereafter “Agreement”) with Weber County as forth in Exhibit “A” incorporated herein by this reference;

WHEREAS, the Town and Weber County hereby finds mutual benefit under this Agreement for subdivision review and survey services;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Huntsville Town, Utah, that the Agreement set forth in the attached “A” is incorporated herein by this reference and is approved and adopted. The Town Council hereby authorizes and directs the Mayor to execute the Agreement and any documents relating thereto for and on behalf of the Town.

PASSED AND ADOPTED by the City Council this ____ day of _____, 2023.

Mayor

ATTEST:

Town Clerk

**HUNTSVILLE CITY
RESOLUTION 2023-3-2-B**

INTERLOCAL AGREEMENT FOR COUNTY ELECTION SERVICE

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ENTERING AN
INTERLOCAL AGREEMENT BETWEEN WEBER COUNTY AND
HUNTSVILLE TOWN FOR ELECTION AND BALLOT SERVICES**

WHEREAS, Huntsville Town (hereafter "Town") is a duly incorporated municipality under the laws of Utah;

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 3, Utah Code Annotated, 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources;

WHEREAS, Title 11, Chapter 13, Section 5 of the Utah Code Annotated, 1953 as amended, provides that governing bodies of governmental units adopt resolutions approving an interlocal agreement before such agreements may become effective;

WHEREAS, the Town desires to enter the attached Interlocal Agreement (hereafter "Agreement") with Weber County as forth in Exhibit "A" incorporated herein by this reference;

WHEREAS, the Town and Weber County hereby finds mutual benefit under this Agreement for election services;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Huntsville Town, Utah, that the Agreement set forth in the attached "A" is incorporated herein by this reference and is approved and adopted. The Town Council hereby authorizes and directs the Mayor to execute the Agreement and any documents relating thereto for and on behalf of the Town.

for County Election Service
PASSED AND ADOPTED by the City Council this ____ day of _____, 2023.

Mayor

ATTEST:

Town Clerk

Town Contract No. _____
County Contract No. _____

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
WEBER COUNTY
on behalf of the
WEBER COUNTY CLERK’S OFFICE, ELECTIONS DIVISION
-AND-
HUNTSVILLE TOWN

THIS AGREEMENT is made and entered into the _____ day of _____, 2023, by and between WEBER COUNTY, a political subdivision of the State of Utah (“County”), on behalf of its Clerk’s Office, Elections Division, and Huntsville Town (“Town”). The County and the Town may be referred to collectively as the “Parties” and may be referred to individually as a “Party.”

WITNESSETH:

WHEREAS, the County desires to provide the services of its Clerk’s office, Elections Division, to the Town for the purpose of assisting the Town in conducting the Town’s 2023 and 2025 primary and general municipal elections; and

WHEREAS, the Town desires to engage the County for such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the Parties agree as follows:

1. **Term.** County shall provide election services to the Town commencing on the date this Agreement is executed, and terminating on January 1, 2026. The term of this Agreement may be extended by mutual agreement in writing signed by all Parties. Either Party may cancel this

Agreement upon ninety (90) days written notice to the other party. Upon such cancellation, each Party shall retain ownership of any property it owned prior to the date of this Agreement, and the Town shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the Weber County Clerk's Office, Elections Division, shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit A. Generally, the County Clerk shall perform all elections administration functions as set forth in Exhibit A and as needed to ensure implementation of the Town's 2023 and 2025 primary and general municipal elections.

3. **Legal Requirements.** The County and the Town understand and agree that the 2023 and 2025 primary and general municipal elections are the Town's elections. The Town shall be responsible for compliance with all legal requirements for these elections and shall direct the manner in which the elections are conducted. The County agrees to work with the Town in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the Town. The Town, not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the Town's statutory authority.

4. **Cost.** In consideration of the services performed under this Agreement, the Town shall pay the County an amount not to exceed the rate estimate given to the Town by the County in Exhibit B. The County shall provide a written invoice to the Town at the conclusion of the elections, and the Town shall pay the County from the invoice within thirty (30) days of receiving it. The invoice shall contain the number of active registered voters as of one week before Election Day, the rate used, and jurisdictions participating in the election(s). In the case of a vote recount, election system audit, election contest, or similar event arising out of the Town's election, the

Town shall pay the County's cost of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the Town to exceed the estimate given to the Town by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. **Governmental Immunity.** The Town and the County are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, et seq. ("Act"). Subject to the provisions of the Act, the Town and County agree to indemnify and hold harmless the other Party, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that Party, its officers, agents and employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the Town or the County under the Act.

6. **Election Records.** The County shall maintain and keep control over all records created pursuant to this Agreement and to the elections relevant to this Agreement. The County shall respond to all public record requests related to this Agreement and the underlying elections and shall retain all election records consistent with the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et seq. and all other relevant local, state and federal laws.

7. **Service Cancellation.** If the Agreement is canceled by the Town as provided herein, the Town shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement, the County shall submit to the

Town an itemized statement for services rendered under this Agreement up to the time of cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

8. **Legal Compliance.** The Parties, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

9. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (“Interlocal Act”), in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act ;

(c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act;

(d) Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Town Recorder of the Town and the County Clerk of the County, acting as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated

by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

10. **Counterparts.** This Agreement may be executed in counterparts by the Town and the County.

11. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

12. **Integration.** This Agreement, with attached exhibits, embodies the entire agreement between the Parties and shall not be altered except in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

HUNTSVILLE TOWN

By: _____
MAYOR

ATTEST:

Town Recorder

Approved as to form and compliance
with applicable law:

Town Attorney

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By: _____
Gage Froerer, Chair
Commissioner Arrington Bolos voted _____
Commissioner Harvey voted _____
Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Approved as to form and compliance
with applicable law:

County Attorney

Date: _____

Exhibit A
2023 and 2025 Municipal Elections
Scope of Work for Election Services

The County shall provide to the Town an Official Register as required by Utah Code Ann. § 20A-5-401, (as amended).

The Town shall perform all administrative functions related to candidate filing requirements and all other requirements of Utah Code Ann. § 20A-9-203 (as amended), including all administrative functions related to financial disclosure reporting.

The Town shall be responsible for all public notice(s) required by law. The County may additionally publish election notices at its own discretion, but this does not relieve the Town of its obligations to publish all public notices required by law.

The Town shall be responsible for collecting and delivering ballots that are placed in drop boxes within their Town to the County in a timely manner, in accordance with drop box procedures created by the County, and according to a schedule agreed upon by the Town and the County up through and including the end of Election Night. If the Town damages or loses any drop box items or collection supplies, then the Town shall pay the County the cost to replace such items. The County shall be responsible for collecting and delivering ballots that are placed in drop boxes within the County in a timely manner. The Town shall be given the collection schedule ahead of time, however any and all changes to the schedule or method of collection are at the discretion of the County. The Town shall be responsible for returning and delivering ballots on Election Night in accordance with drop box procedures created by the County and according to a schedule created by the County. The Town shall be responsible for locking their drop boxes at exactly 8pm on Election Night. If the Town damages or loses any drop box items or collection supplies, then the Town shall pay the County the cost to replace such items.

The Town agrees to consolidate all elections administration functions and decisions in the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections. In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the Town recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the Town.

Services the County will perform for the Town include, but are not limited to:

- ballot layout and design;
- ballot mailings;
- ballot printing;
- compensate vote center poll worker (Exhibit C);
- conduct audits (as required);
- conduct recounts (as needed);
- delivery of supplies and equipment;
- election day administrative support;
- operation of county wide vote centers (Exhibit C);
- poll worker recruitment and training;

- printing optical scan ballots;
- program electronic voter register;
- program and test voting equipment;
- provisional ballot verification;
- tabulate and report election results on County website; and
- update voter history database.

The Town will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner.

Exhibit B
2023 and 2025 Municipal Elections
Cost Estimate for Election Services

Below is the good faith estimate for the upcoming *2023 and 2025 Municipal Elections* for Huntsville Town. The Town will be billed for the actual costs after each election, according to the County's cost per active registered voter. The per voter rate will not exceed \$2.25 per active registered voter per election. The number of active registered voters and cost per each will be determined by the registration deadline, one week prior to each election. See the table below for an estimated cost breakdown at the rate of \$2.25 per voter.

Election costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. The Town will be invoiced for its share of the actual costs of the elections, which will not exceed the estimated rate of \$2.25 per voter.

If one or more jurisdictions, other than the Town, hold a special election within the same precinct as the municipal election, then the Town shall pay the County the actual cost of the election for that precinct, divided by the number of participating jurisdictions within that precinct. See the table below for an estimated cost of an election with multiple participating jurisdictions at the rate of \$2.25.

A nominal administrative fee will be charged to each jurisdiction sharing a ballot, not to exceed \$0.05 per active registered voter.

| Example of the Impact of Cost Sharing Across Multiple Jurisdictions | | | |
|--|---|---------------------------|--------------------------------|
| Number of Participating Jurisdictions | Active Registered Voters Per Precinct* | Estimated Rate | Total Cost Per Precinct |
| 1 | 418 | \$2.25 | \$940.50 |
| 2 | 418 | \$1.17 (half plus \$0.05) | \$489.06 |
| 3 | 418 | \$0.80 (1/3 plus \$0.05) | \$334.4 |

*Largest precinct within municipality used as an example

| Estimated Cost per Election | | |
|--|-----------------------|------------------------------------|
| Active Registered Voters Per Municipality | Estimated Rate | Total Cost Per Municipality |
| 1,816 | \$2.25 | \$4,086 |

*This table represents the total cost per municipality at the highest estimated rate, however cost is calculated per precinct (see table above)

Exhibit C
2023 Municipal Elections
Core Vote Centers

| 2023 Locations* |
|--------------------------|
| Weber Center |
| Ogden Valley Library |
| Weber County Fairgrounds |

*Vote Centers are subject to change in accordance with state law and the decision of the County.

Additional polling locations may be established by consent of both the Town and the County, the cost of which will be borne by the Town, and which would be in addition to the estimates provided in Exhibit B. The County does not guarantee that all vote centers will be used in a primary election.

Effective 5/14/2019

20A-9-404 Municipal primary elections.

- (1)
 - (a) Except as otherwise provided in this section or Chapter 4, Part 6, Municipal Alternate Voting Methods Pilot Project, candidates for municipal office in all municipalities shall be nominated at a municipal primary election.
 - (b) Municipal primary elections shall be held:
 - (i) consistent with Section 20A-1-201.5, on the second Tuesday following the first Monday in the August before the regular municipal election; and
 - (ii) whenever possible, at the same polling places as the regular municipal election.
- (2) Except as otherwise provided in Chapter 4, Part 6, Municipal Alternate Voting Methods Pilot Project, if the number of candidates for a particular municipal office does not exceed twice the number of individuals needed to fill that office, a primary election for that office may not be held and the candidates are considered nominated.
- (3)
 - (a) For purposes of this Subsection (3), "convention" means an organized assembly of voters or delegates.
 - (b)
 - (i) By ordinance adopted before the May 1 that falls before a regular municipal election, any third, fourth, or fifth class city or town may exempt itself from a primary election by providing that the nomination of candidates for municipal office to be voted upon at a municipal election be nominated by a municipal party convention or committee.
 - (ii) The municipal party convention or committee described in Subsection (3)(b)(i) shall be held on or before May 30 of an odd-numbered year.
 - (iii) Any primary election exemption ordinance adopted under this Subsection (3) remains in effect until repealed by ordinance.
 - (c)
 - (i) A convention or committee may not nominate more than one candidate for each of the municipal offices to be voted upon at the municipal election.
 - (ii) A convention or committee may not nominate an individual who has accepted the nomination of a different convention or committee.
 - (iii) A municipal party may not have more than one group of candidates placed upon the ballot and may not group the same candidates on different tickets by the same party under a different name or emblem.
 - (d)
 - (i) On or before May 31 of an odd-numbered year, a convention or committee shall prepare and submit to the filing officer a certificate of nomination for each individual nominated.
 - (ii) The certificate of nomination shall:
 - (A) contain the name of the office for which each individual is nominated, the name, post office address, and, if in a city, the street number of residence and place of business, if any, of each individual nominated;
 - (B) designate in not more than five words the party that the convention or committee represents;
 - (C) contain a copy of the resolution passed at the convention that authorized the committee to make the nomination;
 - (D) contain a statement certifying that the name of the candidate nominated by the political party will not appear on the ballot as a candidate for any other political party;
 - (E) be signed by the presiding officer and secretary of the convention or committee; and

(f) Immediately after the canvass, the election judges shall, without examination, destroy the tickets deposited in the blank ballot box.

Amended by Chapter 142, 2019 General Session

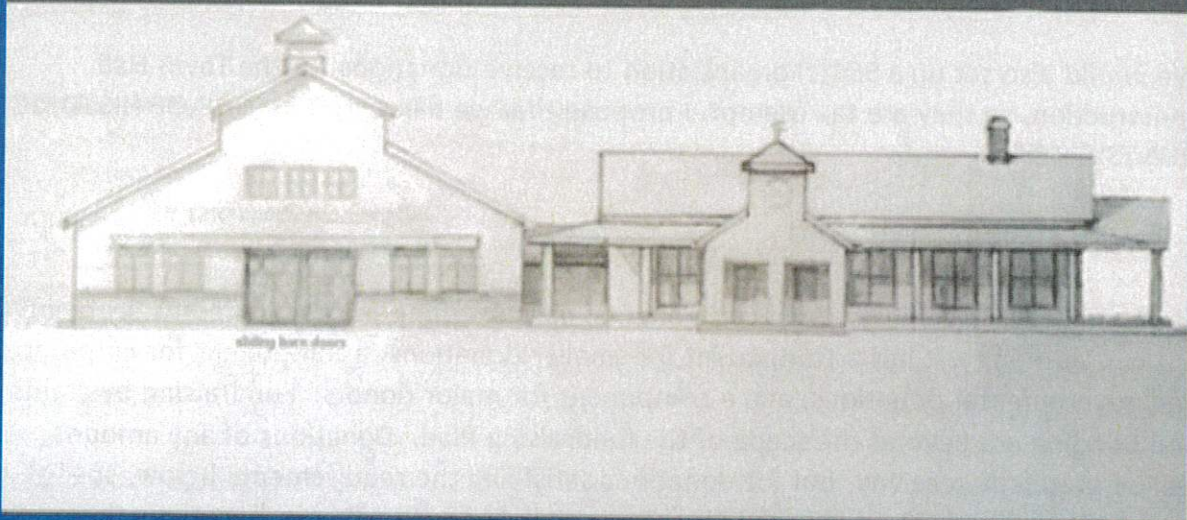
Amended by Chapter 142, 2019 General Session, (Coordination Clause)

Amended by Chapter 255, 2019 General Session

HISTORIC HUNTSVILLE CENTENNAIL 2024

FRIENDS OF HISTORIC HUNTSVILLE - TOWN HALL - FUNDRAISING PLAN

HUNTSVILLE TOWN HALL & COMMUNITY CENTER



HUNTSVILLE TOWN HALL FUNDRAISING PLAN
(Draft for Discussion Purposes only)

This is an initial draft of a fundraising plan to help finance construction of the new Huntsville Town Hall. The draft is for discussion purposes only. Input and comments will be received and then a final Fundraising Action Plan will be completed to guide the fundraising activities.

I. HISTORIC HUNTSVILLE CENTENNIAL

The fundraising for construction of the new Huntsville Town Hall will be tied closely with the Huntsville Town Centennial, which occurs in 2024. The funding, groundbreaking and construction of the Huntsville Town Hall will be the centerpiece of this historic centennial celebration. It would be wonderful if the Town Hall could be completed during the Huntsville Centennial. All Huntsville Town events over the next 18 months, beginning with the 2023 Fourth of July Celebration, should be focused on or connected with the Huntsville Town Centennial Celebration.

I propose that the theme of the eighteen month period beginning on the Fourth of July 2023 and continuing through the end of 2024 be referred to as the **HISTORIC HUNTSVILLE CENTENNIAL**. The Utah Symphony Concert in the Huntsville Town Park this summer could also be a celebration of the Huntsville Town Centennial (formally, or informally among town residents). I recommend that we create a special logo for that 18-month period, which shows a stylized depiction of the new Town Hall and beneath it the words: **HISTORIC HUNTSVILLE CENTENNIAL**.

We would also set up a 501(c) organization to receive donations for the Town Hall construction, so they are tax exempt. I propose that we name it, "**FRIENDS OF HISTORIC HUNTSVILLE.**"

II. FUNDRAISING PLAN

The fundraising plan has several components, each reaching out to a different segment of the community. It has a component for smaller donations; a component for corporate and governmental donations; and a component for major donors. Fundraising by grants and bonding are beyond the scope of the fundraising Plan. Donations of any amount will be gratefully received, but for donations satisfying the requirements below, special recognition will be provided in the New Town Hall. For each of these donations there will be a special framed area on several walls of the Town Hall and Recreation Center

honoring those who contributed, with stone tile plaques engraved with the names of the donor(s).

A. Smaller Donor Donations – Wall of Honor Plaques in the New Town Hall/Recreation Center

1. Entry Level Donation for Honor Wall Recognition
 - a. \$500 donation, Bronze Status
 - b. 6" by 12" stone plaque hung in the \$500 Honor Wall area.
 - c. Matching funds to double donation.
 - i. For a limited time, an anonymous donor is generously doubling these donations. So, if a resident made a \$250 cash donation, the funds would be doubled to \$500 by the matching donation.
 - ii. Consequently, a \$250 donation would be doubled to \$500, qualifying for recognition with an engraved stone plaque on the \$500 Honor Wall.



2. Middle Level Donations for Honor Wall Recognition
 - a. \$1,000 donation, Silver Status

- b. 12" x 12" inch stone plaque hung in the \$1,000 Honor Wall area.
- c. Matching funds to double donation.
 - i. For a limited time, an anonymous donor is generously doubling these donations. So, if a resident made a \$500 cash donation, the funds would be doubled to \$1000 by the matching donation.
 - ii. Consequently, a \$500 donation would be doubled to \$1000, qualifying for recognition in the \$1000 Honor Wall area.

3. Higher Level Donations for Honor Wall Recognition

- a. \$2,000 donation or higher, Gold Status
- b. 12" x 18" stone plaque hung in the \$2,000 Honor Wall area.
- c. Matching funds to double donation.
 - i. For a limited time, an anonymous donor is generously doubling these donations. So, if a resident made a \$1000 cash donation, the funds would be doubled to \$2000 by the matching donation.
 - ii. Consequently, a \$1,000 donation would be doubled to \$2000, qualifying for recognition in the \$2,000 Honor Wall area.

B. A donation recognition for donations of \$200 (matching funds not available)

- 1. These donations would be recognized by brick pavers in the Town Hall outdoor patio.
- 2. The pavers would be marked with the donor names.

C. Large Benefactor and Foundation Donations

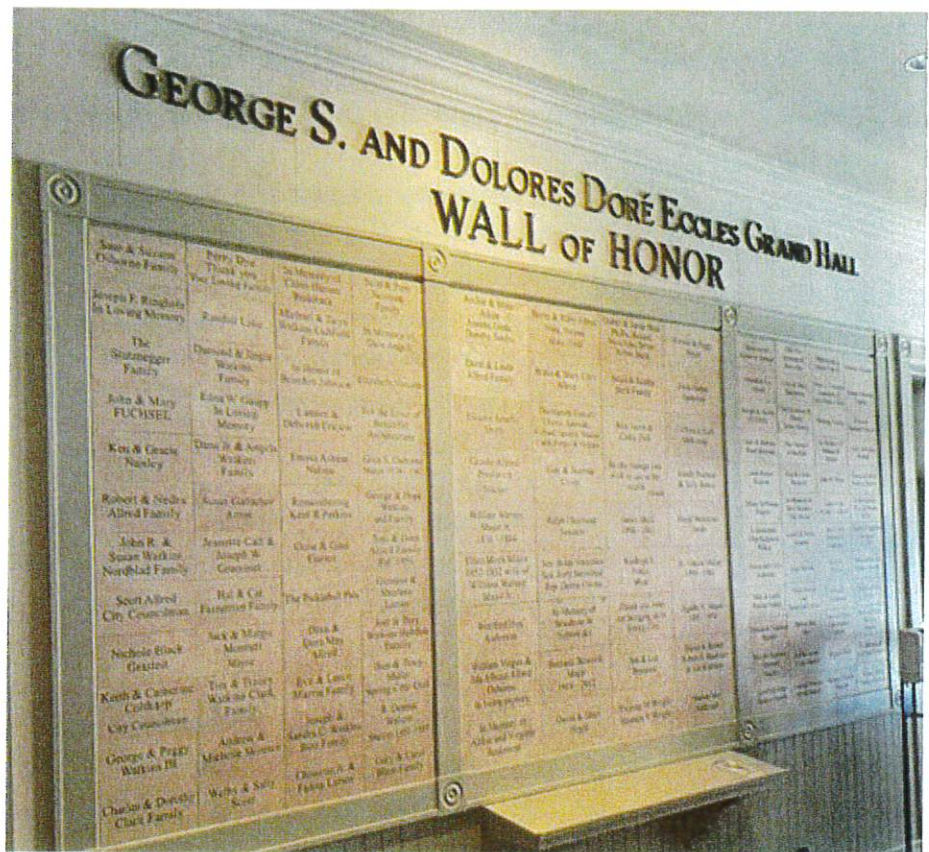
- 1. We should identify the wealthiest people who have ever lived in Huntsville, such as someone born in Huntsville who has gone out into the world and made a fortune.
- 2. Those type of donors, even though they may no longer live in or have direct ties to Huntsville, are often very generous to their hometowns.
- 3. Also check on town ties with the Browning's, Eccles' and other families, individuals and foundations for donations and grants.

D. Corporate Donations

1. A three-tiered donation system would also recognize corporate donations. These donation tiers would be for \$1,000, \$5,000, and \$10,000 and above.
2. Remaining matching funds could be used to augment donations, on donations of more than \$2500 but less than \$5000, but only after town residents have had an opportunity to leverage their donations with these matching funds.
3. Corporate donations should be solicited from every business that does business with Huntsville Town, or desires to do business.
4. Donations could also target major businesses in the valley, including:
 - a. Zions Bank,
 - b. Restaurants in town and throughout the valley,
 - c. Snow Basin, Powder Mountain, and Nordic Valley,
 - d. Maverik Service Station,
 - e. Chevron Station,
 - f. South Fork Hardware,
 - g. The Strip Center Owner,
 - h. Valley Market,
 - i. Storage Unit Sites,
 - j. Developers/developments,
 - k. Cable companies (these should be large donations),
 - l. Concessionaire at Pineview Reservoir,
 - m. Club Rec.,
 - n. Music company,
 - o. Dentists and Doctors with offices in the valley,
 - p. Mountain Luxury Real Estate,
 - q. City Attorney, and Engineer,
 - r. Consultants,
 - s. Real Estate Agents,
 - t. Any vendors or service providers contracting with the City, such as lawn care, trash removal, and other businesses, and
 - u. Many Other Businesses.

E. Naming Rights

1. Another fundraising tool includes selling naming rights to certain rooms in the Town Hall and Recreation Center building.
2. Spring City recently had a major fundraising effort for its new City Hall in Sanpete County. One of its fundraising efforts was to sell naming rights to some of its large activity rooms. See photo embedded below. Naming rights to one room went for \$100,000. That small city sold naming rights to several rooms and even the staircase.
3. See photo of room with a naming rights donation in another City Hall:



F. Government Donations

1. In addition to the grants being pursued, we could contact the following for special donations to the new Historic Huntsville Centennial Town Hall.
 - a. Weber County, special appropriation.

- b. State of Utah (Jason Kyle is on the legislative committee that has appropriated donations to other small cities and towns). We should be able to obtain a special appropriation to the Town Hall in 2024, our Centennial Year, by next year's legislature. This could be in the range of \$100,000 to \$200,000 depending on the State's revenues.
 - c. Congressional delegation members.
 - d. State Representatives (they would get credit for state appropriations). Perhaps we could invite key committed members to the Utah Symphony Concert this Summer.
 2. Perhaps some full or part time residents with strong political and economic ties could hold a special summer fundraising party headlined by State and Federal politicians, influential citizens, lobbyists, and philanthropists.

G. Historic Huntsville Centennial Calendar and Art Auction

1. Feature Original Artwork from Several Community Artists
 - a. Depict scenes of Huntsville area.
 - b. It would also include a stylized elevation of the Town Hall.
 - c. Credit the Artists for Donations to the Town Hall.
2. The Calendar would run from July 2023 to July 2024.
 - a. Copies of the Calendar would be sold at the 2023 Fourth of July Celebration, at the Town Hall, and at various locations throughout the valley.
 - b. Zions Bank, the Chevron, Valley Market, Emily Janes, Carlos and Harleys, etc., could be additional sale locations.
3. A second version of the Calendar would be prepared for January 2024 through December 2024.
4. The Original Artwork featured in the Calendars would be credited as donations to the Friends of Historic Huntsville for the Huntsville Town Hall. Once donated, the artwork:

- a. could be sold at a public auction at the Fourth of July Celebrations (or some other time) with proceeds going to the Town Hall Construction.
- b. In the alternative, the artwork could be kept for display in the new Town Hall, as part of its permanent collection.

5. The following is a sample of such a calendar produced by another small city that has several artists:



III. FUNDRAISING ROLLOUT

A. Finalize Fundraising Plan

B. Establish a 501(c) Charitable Organization

1. This enables contributions to the Historic Huntsville Town Hall to be tax deductible.
2. Check with tax accountant to determine if this is necessary or if a contribution to the Town may be tax deductible.

C. Hold A Special Town Meeting and Open House

1. This Special Meeting and Open House will show the final plans of the Town Hall and the Town Hall Elevations.
2. It should also present the Fundraising Plan for community members to participate in, and discuss the limited time matching donations

D. Send a Letter to Each Member of the Community

1. Discuss and depict the New Town Hall,
2. Explain the Fundraising opportunities for the community, and
3. Invite donations with available matching funds.

E. Have the Mayor and Town Council members meet with Business Partners and candidates for donation

F. Have Influential Residents and the Mayor and Town Council Members Meet With Generous Benefactors, Philanthropists and Foundations

G. Have the Mayor and Town Council Members meet with County and State Officials About Special Appropriations for the Town Hall

H. Have a Special Presentation concerning the New Town Hall and Invite Donations During the 2023 and 2024 Fourth of July Celebrations

1. In 2023 and/or 2024 the Patriotic Program could focus on the Historic Huntsville Centennial.
 - a. It could depict the establishment and history of Historic Huntsville.
2. The theme of the Parade should also focus on the Historic Huntsville Centennial and the New City Hall.

I. OTHER