

**MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING**  
**Thursday, March 7, 2024, 6:00 p.m.**  
**Huntsville Town Maintenance Building, 165 South 7500 East, Huntsville**

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

**Citizens:** Madison Aviles, LAA, Mike Wixom, Mike Tovar, Chris Sauer, Commander American Legion.

**Zoom:** Mayor Sorensen

1-TCM Sandy Hunter (Acting as Pro Temp Mayor) called the meeting to order.  
There is a full quorum present.

2-Pledge of Allegiance led by Chris Sauer

3-Opening Ceremony given by TCM Artie Powell

4-Public Comments: None

5-Sheriff's Report Lt. Cowley was not present.

6- LAA Presentation (Attachment #1)

Madison Aviles, an LAA (Local Administrative Advisor) for WFRC made a presentation to explain what her position is and how she can help Huntsville Town. The ULCT lobbied the legislature to create a position to help small cities and towns that don't have a large administrative staff. She exists to help these communities write policies, facilitate discussions, and many other administrative tasks. She worked for a small town for several years and has a lot of experience in all aspects of city government administration. Her services as an LAA are free.

7. Discussion and/or action on American Legion's Summer Event with ABATE of Utah

Chris Sauer, Commander of the American Legion Post 129 in Huntsville explained that their event with ABATE of Utah this summer will be much like last year with music and camping. They are making it more family oriented and will be more careful about how it is advertised. TCM Hunter attended the event last year and gave a favorable review. No special event permit will be necessary.

8. Discussion and/or action on approval of the activities for Huntsville’s July 4<sup>th</sup> Celebration (Attachment #2)

TCM Powell explained that Lindsey Ketcham, who is heading up the Huntsville Marathon has been working with Corey Shuman from the Gold Rush Gallery and is interested in coordinating Huntsville Fourth of July activities this year. TCM Powell showed the plan and proposal from Ms. Ketcham that included what activities would take place, where and what food would be available and a cost breakdown. Mayor Sorensen stated that he applied for a RAMP grant to help pay for Huntsville’s 100-year celebration. Some of that money will be used to pay for chairs for the new community center and some will be used for the celebration. The net profit of the 4<sup>th</sup> of July events will be shared with Ms. Ketcham for her services.

**TCM Powell motioned to accept the proposal of Lindsey Ketcham which includes her cost as Event Coordinator. TCM Ahlstrom seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 5-0.**

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

9. Discussion and/or action on approval of Resolution 2024-02-01 Solid Waste Flow Control(See Attachment #3)

TCM Hunter explained to the town council what she learned about the purpose of the agreement and resolution. She spoke on the phone with the owner of Huntsville Town’s garbage provider, Econowaste and learned that there is a new private garbage disposal site opening in Weber County and the Weber County Government wants to ensure that the cities and towns in Weber County will still use the Weber County Transfer Station. **TCM Ahlstrom motioned to table the action. TCM Powell seconded the motion.** The TC had a short discussion about the issue. Mayor Sorensen thought maybe the agreement was drawn up by several mayors in the county. The TC was hesitant to commit to one location to have their garbage hauled. **All votes Aye. Motion passed.**

10. Discussion and/or action on approval of Resolution 2024-02-12 Collection of Recreational Fees (Attachment #4)

The TC discussed and had questions about the agreement. The agreement states that a report should be written within 90 days of receiving the money stating what the Town does with the funds. The money is used for roads. The TC discussed the \$4.00 fee per car and how much the Town receives from that. They wondered about the county's role in collecting the fee. Mayor Sorensen felt good about the agreement especially since they are collecting one more dollar per car this year. Commissioner Froerer helped get that increase. **TCM Powell motioned to approve Resolution 2024-02-01 Collection of Recreational Fees. Mayor Sorensen seconded the motion. Roll Call Vote. Motion passed 5-0.**

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

11. Discussion and/or action on approval of Ordinance 2023-12-14 Amending Title 15 A-3 Zone (Attachment #5)

TCM Hunter explained that the document is missing one page and will need to be discussed later when the document is shared in its entirety.

The TC discussed a few of the items in the ordinance including how many families occupy a home in a year. They wondered the purpose of that statement. TCM Hunter explained that when it was written it was an effort to avoid fractional ownership or short-term rentals. TCM Powell expressed concern about 15.10.6. He wondered why the Town allows kitchens and bedrooms in accessory dwelling units if they don't allow people to stay there? He said there are many such ADUs in Huntsville Town. Some are two homes attached by a breezeway and others are detached garages or outbuildings. TCM Powell feels like there's an inconsistency in the rules. TCM Hunter read the wording she made that says, "No accessory or structure or building or portion thereof shall be rented as a dwelling unit including in-kind consideration. No accessory or structure or building or portion thereof shall be used as a dwelling unit except on a short-term basis, under 15 days, and only by friends or family of the owner while the owner is present on the property." That wording is no longer in the ordinance, and she doesn't remember what happened in the planning commission meeting to eliminate it. TCM Powell stated that the wording is good but doesn't go far enough for him and feels like the inconsistency needs to be worked out. The TC discussed why the ADUs should not be allowed, which included a strain on septic systems, too many homes on properties, and turning into a place like Ketchum, Idaho. **TCM Hunter motioned to table Ordinance 2023-12-14 Amending Title 15 A-3 zone. TCM Ahlstrom seconded the motion. All Votes Ayes. Motion passed.**

12. Discussion and/or action on approval of minutes for Town Council Meeting February 7, 2024 (Attachment #6)

An error was found in listing Kevin Anderson, former TCM, as present and voting. Nikki, Town Clerk, noted the mistake and made a correction. **TCM Ahlstrom motioned to approve minutes for Town Council Meeting February 7, 2024 with the corrections. TCM Hunter seconded the motion. All Votes Ayes. Motion passed.**

13. Discussion and/or action on approval of minutes for Town Council Work Session February 7, 2024 (Attachment #7)

TCM Hunter had a minor punctuation correction. **TCM Ahlstrom motioned to approve the minutes for Town Council Work Session February 7, 2024. TCM Powell seconded the motion. All Votes Ayes. Motion passed.**

14. Discussion and/or action on approval of minutes for Town Council Meeting February 13, 2024 (Attachment #8)

TCM Powell stated that there was an error in his vote on the fireworks. He wasn't at the meeting yet and couldn't vote. The changes were noted by the clerk.

**TCM Ahlstrom motioned to approve the minutes for Town Council Meeting February 13, 2024 with the change in TCM Powell's vote from aye" to "excused." TCM Powell seconded the motion.**

15. Discussion and/or action on the Huntsville Town Spring Cleanup Date.

TCM Powell thought the date should be in May because of the weather but didn't want to go too late in the season. He suggested the 11<sup>th</sup> or the 18<sup>th</sup>. Since the Ogden Marathon is on the 18<sup>th</sup>, the TC thought the 11<sup>th</sup> would be best.

**TCM Powell motioned to have Huntsville's spring cleanup on May 11<sup>th</sup>. TCM Hunter seconded the motion. All votes Aye. Motion passed.** TCM Powell stated that the boweries and picnic tables at the park needed to be cleaned.

Department Updates

**Mayor Sorensen** secured the Bread tribute band, Toast, to do a concert at Huntsville Park this August. It's a fundraising event. Mayor Sorensen, Kevin Anderson, and Representative Jason Kyle met with the legislature before the end of the session to seek funds for the new Town Hall, and they were awarded \$250,000.

**TCM Ahlstrom** discussed the earthquake preparedness class coming up next week at the library on March 14<sup>th</sup>.



**TCM Hunter** talked about fees that are paid for filing a complaint. She wondered if the fees could be paid once and not again if there were multiple complaints about one issue. The TC will need to decide that in an upcoming meeting.

When attending a Pineview Stakeholders meeting TCM Hunter learned that the round-about on first street and HWY 39 will be constructed at the end of the summer. They will be making more wakeless areas in the reservoir. The Forest Service will be constructing a temporary bridge by the Jefferson Hunts campground this spring and then a more permanent bridge later.

Beckki Endicott is back in the office and will be helping Nikki with special projects like updating the code and the policies and procedures manual.

There is a software program for coding that Beckki has discovered. It's affordable and they may use it in the near future.

**TCM Powell motioned to approve the February bills.**

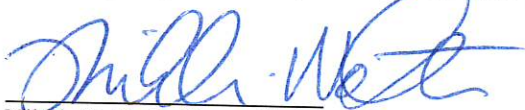
There was a question on a \$60,000 payment to Zions bank. TCM Hunter texted the Treasurer Kay Larrison to find out what it was. **TCM Powell withdrew his motion.**

**TCM Powell motioned to adjourn the meeting. No objections. Adjourned by consent.**

TCM Hunter received a text from Kay Larrison stating that the \$60,000 to Zion's Bank was a payment made on the water plant loan.

**TCM Powell motioned to reopen the meeting and approve the February bills. TCM Ahlstrom seconded the motion. All votes ayes, Motion passed.**

**Meeting adjourned by consent at 8:15 p.m.**



Nikki Wolthuis, Town Clerk



# WASATCH FRONT REGIONAL COUNCIL LOCAL ADMINISTRATIVE ADVISOR PROGRAM

## What is the LAA Program?

In the 2023 General Legislative Session, the Utah League of Cities & Towns (ULCT) lobbied the State Legislature on behalf of the 145 cities and towns in Utah who did not have full-time administrative staff. The Legislature and Governor Cox supported the ULCT request, and funds were allocated to create the LAA position. The position is housed regionally in each of the state's seven Associations of Governments (AOGs), and each LAA assists small communities navigate legislative demands and build capacity to ensure the well-being of small municipalities in the state. Importantly, the LAA program offers administrative assistance without replacing local leadership.

## What can the LAA do?

The overall goal of the LAA is to "increase capacity", which can mean anything from training elected/appointed officials on meeting conduct and preparation, to helping you create a resident-friendly budget, or even evaluating and making recommendations on policy and procedure updates.

### Project Examples:

- Advise entity leaders on HR issues, budgets, agendas, resolutions, policies, and procedures.
  - Facilitate discussions with leaders in creating goals and objectives for the community.
- Create templates for meetings, staff reports, enacting ordinance/resolutions, personnel reviews.
  - Examine internal programs and procedures for the city, town, or metro-township.
- Establish and monitor budgets to accomplish goals and objectives, including status reviews to encourage the meeting of entity needs and public accountability.
- Connect municipalities with possible resources to accomplish land use goals and objectives.

## Who is the LAA at WFRRC?

Madison Aviles began her work at WFRRC after five years working as the City Manager for the City of Carlin, Nevada (population ~2,700). Her background includes a bachelor's degree in political science and an MPA from the University of Utah. She enthusiastically believes in the success of small municipalities, and is enjoying learning more about the rich history of Utah's small cities and towns.

Thank you for your time and discussion around 4th of July.

I have given some thought about the scope of work for the Huntsville 4th of July.

**REVENUE** anticipated at \$10,000-\$15,000

**DAYTIME REVENUE**

Booth rental at \$100 for non-food

10% profit share for food vendors and food trucks]

Breakfast in the park- profit share with caterer

Huntsville 100 year merchandise-possible pre-order for 4th of July. I can build a simple website for sales

Ice Shack-drinks and ice cream with increased signage leading people to shack

Kids Zone with games and inflatables

**EVENING REVENUE**

Food trucks for dinner-10% profit share

Glow merchandise at fireworks

Ice Shack- drinks and ice cream

**HARD COSTS**- anticipated around \$8,00-\$10,000

Fireworks

Porta-Potties

Clean Up crew

Event Management expense of \$5,000 with 10% net profit share

Net profit to be calculated amount above the hard costs and management fee.

**HUNTSVILLE TOWN  
RESOLUTION 2024-02-01**

**SOLID WASTE FLOW CONTROL**

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ENTERING AN  
INTERLOCAL AGREEMENT BETWEEN WEBER COUNTY AND  
HUNTSVILLE TOWN RELATING TO THE DELIVERY OF MUNICIPAL  
SOLID WASTE TO THE WEBER COUNTY TRANSFER STATION**

**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 benefitting public safety;

**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 Town Council this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

# EXHIBIT “A”

## Interlocal Agreement

**INTERLOCAL COOPERATION AGREEMENT**

by and among

HUNTSVILLE TOWN

and

WEBER COUNTY

Relating to the delivery of municipal solid waste to the Weber County Transfer Station

**INTERLOCAL COOPERATION AGREEMENT**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT between Huntsville Town, which is a municipality and political subdivision of the State of Utah (“Town”), and WEBER COUNTY, a political subdivision of the State of Utah (“County”).

**RECITALS**

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, found in Utah Code Title 11, Chapter 13, public agencies are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, the Solid Waste Management Act, found in Utah Code Title 19, Chapter 6, Part 5, specifically authorizes public entities to supervise and regulate the collection, transportation, and disposition of solid waste generated within their jurisdiction, and to require municipal residential waste generated within their jurisdiction to be disposed of at a solid waste management facility owned or operated by a public entity; and

WHEREAS, the County owns and operates a transfer station (“Transfer Station”) where solid waste is collected, processed, and then shipped to appropriate disposal sites; and

WHEREAS, the County has invested a significant amount of money in facilities and equipment to provide solid waste disposal services to county residents; and

WHEREAS, as a public benefit, the County accepts waste transported to the Transfer Station by individual county residents; and

WHEREAS, the County also provides or participates in various additional expanded services, including household hazardous waste collection, green waste recycling and

compost/wood product sales, electronics recycling, tire recycling, chlorofluorocarbon (Freon) recovery, and community education; and

WHEREAS, the services provided by the County constitute a direct benefit to the public good by providing an appropriate disposal facility for waste, thereby reducing the unlawful or inappropriate disposal of waste materials and allowing for some of them to be re-used; and

WHEREAS, the long-term committed delivery of municipal residential curb-side collected waste to the Transfer Station is critical to the funding and amortizing of the Transfer Station and its operational expenses, including expanded services; to the ability of the County to provide solid waste services to the general public in an efficient, cost-effective manner; and to the County's ability to obtain better long-term agreements for the transportation and disposal of the waste, thereby providing a lower long-term cost to the residents of the Town and other parts of Weber County;

NOW, THEREFORE, the Parties mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

**Section 1. Purpose.**

This Agreement has been established and entered into for the purpose of facilitating the efficient operation of solid waste services provided by the Parties.

**Section 2. Effective Date; Duration.**

- a. This Agreement shall become effective upon the completion of all of the following actions:
  - i. The Agreement is reviewed as to proper form and compliance with applicable law by the attorney for each Party;



- ii. The Agreement is approved and signed by each Party; and
- iii. The Agreement is filed with the keeper of records of each Party.
- b. The initial term of this Agreement shall be from the effective date through December 31, 2024.
- c. The Agreement shall automatically renew for additional terms of two years each, unless terminated earlier as provided in this Agreement, for a maximum of 12 years. Either Party shall have the option to terminate this Agreement at any time, by providing written notice of termination to the other Party at least six months before the date the termination will take effect.
- d. This Agreement may also be terminated at any time by mutual written agreement of the Parties.

**Section 3. Waste Disposal.**

In accordance with the purpose stated above, the Parties agree to the following:

- a. The Town agrees to deliver, or cause to be delivered, exclusively to the County's Transfer Station, all of the household waste placed in curb-side containers by the Town's residents and picked up by the Town or by the company that the Town contracts with to collect and dispose of curb-side residential waste. The County agrees to accept such waste, subject to the fee schedules, rules, regulations, and procedures adopted by the County. Other types of waste that are not household waste collected by the Town or under a contract with the Town, such as curb-side recycling and commercial waste, may be brought to the Transfer Station but are not governed by this agreement.

- b. The County agrees to own and operate the Transfer Station throughout the term of this Agreement.
- c. The Town shall elect one of the following billing and payment options:
  - i. The County will bill the Town for the tipping fees for curb-side waste generated by the City's residents, and the City agrees to pay each bill within 30 days of receipt.
  - ii. Or, the County will directly charge the haulers of curb-side waste generated by the Town's residents. The Town shall ensure that the haulers timely pay all appropriate fees.

**Section 4. Additional Provisions Required by the Interlocal Cooperation Act.**

- a. This Agreement and the actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each Party to this Agreement shall pay for its own obligations arising under this Agreement.
- b. Each Party shall maintain separate ownership and control over its own real and personal property. Therefore, there will be no need for joint disposal of property upon the termination of the Agreement.
- c. Since this Agreement does not establish an interlocal entity, the Parties agree that the County's Community Development Director, or the Community Development Director's successor or designee, shall act as the administrator responsible for the administration of this Agreement.

- d. Since this Agreement relates to the use of the County's Transfer Station, voting shall be weighted in favor of the County, with the County's vote outweighing the Town's vote on any vote required by this Agreement.
- e. A copy of this Agreement shall be placed on file in the office of the official keeper of records of each Party.

**Section 5. Indemnification.**

Each of the Parties is a political subdivision of the State of Utah and claims the privileges, protections, and immunities of the Governmental Immunity Act of Utah. Each of the Parties agrees to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of the indemnifying Party's negligent or intentional errors or omissions in connection with this Agreement.

**Section 6. Publication of Notice of Agreement.**

Immediately after execution of this Agreement by both Parties, each Party shall cause notice of this Agreement to be published pursuant to Utah Code Section 11-13-219.

**Section 7. Notices and Contacts.**

Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or three days after such notice is deposited in the United States Mail, postage prepaid, and certified, and addressed to the Parties as set forth below:

For the County:

Community Development Director  
Weber County  
2380 Washington Blvd., Ste. 250  
Ogden, UT 84401

For the Town:

**Section 8. Miscellaneous Provisions.**

- a. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining to this subject.
- b. Waiver. No failure by any Party to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy based upon a breach thereof shall constitute a waiver of any such breach or of a breach of any other provision.
- c. Rights and Remedies. Any party in breach of this Agreement shall be liable for all damages arising out of such breach, to the fullest extent permitted by applicable law.
- d. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, then the remaining provisions of the Agreement shall remain in full force and effect, unless the invalidation of the provision materially alters the Agreement by interfering with the purpose of the Agreement or by resulting in non-compliance with applicable law. If the invalidation of the provision materially alters the Agreement, then the Parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the Parties. To the extent

Interlocal Agreement—Municipal Solid Waste Disposal  
Weber County and (Huntsville Town)

permitted by applicable law, the Parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

- e. Litigation. If any action, suit, or proceeding is brought by a Party with respect to this Agreement, each Party shall bear its own costs, including attorneys' fees.
- f. Recitals. The Recitals, as set forth above, are incorporated into this Agreement.
- g. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- h. Amendments. This Agreement may not be amended except by an instrument in writing, approved and executed in compliance with the requirements of the Interlocal Cooperation Act.
- i. No Third Party Beneficiaries. The Parties do not confer any rights or remedies upon any person other than the Parties to this Agreement.

IN WITNESS WHEREOF, the Parties have signed and executed this Agreement on the dates listed below:

**TOWN**

By:

\_\_\_\_\_  
(Name)  
(Title)

DATED: \_\_\_\_\_

Approved:

\_\_\_\_\_  
Attorney

**WEBER COUNTY**

By:

\_\_\_\_\_  
Gage Froerer  
County Commission Chair

DATED: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

DATED: \_\_\_\_\_

Approved:

\_\_\_\_\_  
Deputy County Attorney

**HUNTSVILLE TOWN  
RESOLUTION 2024-02-12**

**INTERLOCAL AGREEMENT FOR FEE COLLECTION**

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ENTERING AN  
INTERLOCAL AGREEMENT BETWEEN WEBER COUNTY AND  
HUNTSVILLE TOWN RELATING TO RECREATIONAL FEE COLLECTIONS**

**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;

**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 Town Council this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

# EXHIBIT “A”

## **Interlocal Agreement**



**INTERLOCAL COLLECTION AGREEMENT BETWEEN  
WEBER COUNTY AND THE TOWN OF HUNSTVILLE**

This Interlocal Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2024, between Weber County, a body corporate and politic of the State of Utah, ("County"), and Town of Huntsville ("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**, this Agreement is entered in accordance with the Utah Interlocal Cooperation Act set forth in Title 11, Chapter 13 of the Utah Code Annotated which 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; and

**WHEREAS**, Town desired to use the services of County for collection of certain fees; and

**WHEREAS**, County has a separate agreement with Urban Park Concessionaires, a California Corporation doing business as Utah Recreation Company ("URC"), to collect recreation fees at various locations in Town; and

**WHEREAS**, the Town and County desire this Agreement to handle the pass through of a portion of recreation fees collected; and

**WHEREAS**, the Parties hereto have negotiated the terms of this Agreement and determined that the terms are mutually beneficial to each Party; and

**NOW THEREFORE**, in consideration of the promises the Parties hereby agree as follows:

**SECTION ONE  
COLLECTION AGREEMENT**

- 1.01** URC collects on behalf of County a \$4.00 per vehicle fee, tax inclusive, for each vehicle as defined by the United States Forest Service, that passes through the entrance station at **Cemetery Point**.
- 1.02** County shall pay to Town the total amount of all fees collected at Cemetery Point as described in section 1.04 below.
- 1.03** The fees will be collected during the entire season that Pineview Reservoir is open.

- 1.04** The fee shall be collected all season and County will pay Town its portion of the fee less the administrative fee of 16% and State sales tax if applicable. If the tax is not required by the State of Utah, then no adjustment to the fee paid to Town will be made.
- 1.05** Vehicles exempted from this fee are: Forest Service vehicles, Basecamp Hospitality vehicles, County Sheriff vehicles, emergency vehicles, Town vehicles, service vehicles and all vehicles whose driver asserts they are solely going to the cemetery.

## **SECTION TWO ACCOUNTING**

- 2.01** County shall maintain a yearly total of fees collected and keep appropriate accounting of all fees and shall make these available for inspection at Town's request.
- 2.02** County shall issue a check to Town no later than December 31 of each calendar year this agreement is in effect or not later than 30 days after County receives a check from URC.
- 2.03** Within 90 days of receipt of the funds from County, Town shall provide to the County a written accounting of the expenses funded by the fees or a plan for the future expenses funded by the fees.

## **SECTION THREE AUTHORITY AND EMPLOYMENT STATUS**

- 3.01** No agent, employee or servant of Town or County 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.

## **SECTION FOUR GOVERNMENTAL IMMUNITY**

- 4.01** Both parties are governmental entities under the Governmental Immunity Act of Utah, §§ 630-7-101 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.

**SECTION FIVE  
TERM OF AGREEMENT**

- 5.01 The term of this agreement shall commence on January 1, 2024 and continue through December 31, 2026, unless terminated by either Party by written notice.

**SECTION SIX  
INTERLOCAL PROVISIONS**

- 6.01 Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act ("Act") set forth in State law, the Parties agree as follows:
- a. This Agreement shall be authorized and adopted by resolution of the legislative body of Huntsville and by resolution of the legislative body of the County pursuant to and in accordance with the provisions of Section 11-13-202.5 of the 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 and in accordance with the provision of Section 11-13-202.5(3) of the Act;
  - c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Act;
  - d. Immediately after execution of this Agreement by both Parties, the County may cause to be published notice regarding this Agreement pursuant to section 11-13-219 of the Act;
  - e. The Parties agree that they do not, by this Agreement, create an Interlocal entity or any separate entity; and
  - f. There is no joint budget.

**SECTION SIX  
MISCELLANEOUS**

- 7.01 Amendments. This agreement may be amended in whole or in part at any time by the Parties by a written amendment approved and signed by all Parties in the manner provided by law.
- 7.02 Authorization. The individuals signing this agreement on behalf of the Parties confirm that they are the duly authorized representatives of the Parties and are lawfully enabled to sign this agreement on behalf of the Parties.
- 7.03 Filing of Agreement. An executed counterpart of this agreement shall be filed with the keeper of the records of each of the Parties.
- 7.04 Governing Law. This agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.

- 7.05** No Third Party Beneficiaries. This agreement is not intended to benefit any party or person not named as a party specifically herein, or which does not later become a signatory hereto as provided herein.
- 7.06** Severability. If any provisions of this agreement are held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect.
- 7.07** Termination. This agreement may be terminated by either Party, with or without cause, upon a 30-day written notice.
- 7.08** Notices. Any notice or certification required or permitted to be delivered under this agreement shall be deemed to have been given when personally delivered, or if mailed, three business days after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the following respective addresses:

Board of Weber County Commissioners, 2380 Washington Blvd, Suite 320,  
Ogden, UT 84401

Town of Huntsville, P.O. Box 267, Huntsville, UT 84317

*[signatures on following page]*

IN WITNESS WHEREOF, the Parties have executed this agreement in duplicate, each of which shall be deemed an original.

Town of Huntsville

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

Approved as to form and compliance  
With applicable law:

\_\_\_\_\_  
Town Attorney  
Date \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
James H. "Jim" Harvey, Chair

Commissioner Bolos voted \_\_\_\_\_  
Commissioner Froerer voted \_\_\_\_\_  
Commissioner Harvey voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

Approved as to form and compliance  
With applicable law:

\_\_\_\_\_  
County Attorney  
Date \_\_\_\_\_

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MEMORANDUM

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**FROM:** JILL DINSDALE, CP&R LEAD ACCOUNTANT

**SUBJECT:** 2023 COLLECTIONS FOR INTERLOCAL COLLECTION AGREEMENT  
BETWEEN WEBER COUNTY AND THE TOWN OF HUNTSVILLE

**DATE:** FEBRUARY 28, 2024

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Please issue a check to the Town of Huntsville in the amount of \$52,710.67. This is the amount due to the Town of Huntsville to satisfy the 2023 collection of day use and launch fees at Cemetery Point collected by Urban Park Concessions, dba Utah Recreation Company (URC) for the 2023 season at Pineview Reservoir as per agreement. URC remits all fees to Weber County. Weber County then forwards the necessary revenue portion to the Town of Huntsville as per agreement.

Fees are calculated as follows:

Cemetery Point Due Use Count	20,937
Cemetery Point Launch Count	<u>1,474</u>
Total Count at Cemetery Point	22,411
Collected per each (\$3.00 net Sales Tax)	\$ <u>2.80</u>
Total Collected	\$ 62,750.80
Less 16% Admin Fee	(\$ 10,040.12)
Total Due Town of Huntsville	<u>\$ 52,710.68</u>

See enclosed copy of agreement and URC year-end settlement for details.

Deposit  
3/11/24





## NOTICE OF ACTION

**TO:** Huntsville Town Council  
**FROM:** Huntsville Town Planning Commission  
**DATE:** February 5, 2024  
**RE:** Ordinance 2023.12.14, Amending Title 15.10-3 Zone

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The Huntsville Town Planning Commission held a public hearing on December 14th, 2023, to review and discuss Ordinance 2023.12.14, Amending Title 15.10-3 Zone and changes to table 15-1 . The Planning Commission made its recommendation for approval to the Town Council on January 25<sup>th</sup>, 2024, with the changes as show in the document attached.

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

Shannon, Clerk



**HUNTSVILLE TOWN  
ORDINANCE 2023-12-14  
AN ORDINANCE OF HUNTSVILLE TOWN, UTAH AMENDING TITLE 15.10  
AGRICULTURAL ZONE A3**

**RECITALS**

**WHEREAS**, Huntsville Town (hereafter referred to as “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 authorizes the Town to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace, and good order for the inhabitants of the Town;

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

**WHEREAS** the Huntsville Town Planning Commission desires to amend **Title 15.10**, Agricultural Zones to include **an A-5 and A-20** zone;

**WHEREAS** the Huntsville Town Planning Commission desires to update the Allowable Use Table;

**WHEREAS** the Huntsville Town Planning Commission desires to update portions of **Title 15.6** for clarity;

**WHEREAS** the Huntsville Town Planning Commission desires to update portions of **Title 15** for clarity as to obstructions and use of Town alleyways;

**WHEREAS**, after publication of the required notice, the Planning Commission held its public hearing on December 14, 2023, to take public comment on this Ordinance, and subsequently gave its recommendation to adopt this Ordinance on December 14, 2023;

**WHEREAS** the Town Council received the recommendation from the Planning Commission and held its public meeting on \_\_\_\_\_, and desires to act on this Ordinance;

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

**Section 1: Repealer.** Any ordinance or portion of the municipal code inconsistent with this ordinance is hereby repealed and any reference thereto is hereby vacated.

**Section 2: Amendment.** The *Huntsville Municipal Code* is hereby amended to read as follows:

**Title 15.10    AGRICULTURAL ZONES: A-3, A-5, and A-20**

- 15.10.1        Purpose
- 15.10.2        Agriculture Preferred Use
- 15.10.3        Permitted Uses
- 15.10.4        Conditional Use Standards
- 15.10.5        Single Family Dwellings
- 15.10.6        Permitted Signs

**15.10.1        Purpose**

The purpose of the Agricultural Zones is to designate farm areas which are likely to undergo a more intensive urban development; to set up guidelines to continue small-scale, limited agricultural pursuits including the keeping of animals; and to direct orderly low density residential development in a continuing rural environment. **The A-3 zone requires a three-acre minimum lot requirement, the A-5 zone requires a 5-acre minimum lot requirement, and the A-20 zone requires a 20-acre minimum lot requirement.**

**The intent of the A-20 zone is to protect and preserve the natural environment of those areas in Huntsville Town that are characterized by naturalistic lands and to permit development compatible to the preservation of those lands, including to prevent sanitation and pollution problems and protect the watershed.**

**15.10.2        Agriculture Preferred Use**

Small scale agriculture and single-family dwellings are the preferred uses in **these agricultural zones**. All small-scale, limited agricultural operations are encouraged including the operation of farm machinery.

**15.10.3        Permitted Uses**

Refer to Table 15.1 (Allowable Use Table) for all permitted uses in the **A-3, A-5 and A-20 zone**.

**15.10.4        Conditional Use Standards**

The following conditional uses are subject to additional standards in the **Agricultural Zones**. Any of these conditional uses must receive approval on a case-by-case basis from the Planning Commission and Town Council after the submittal of a conditional use application.

- A. Animal hospitals, veterinary clinics and associated buildings or enclosures shall be located not less than thirty (30) feet from a public street and not less than fifty (50) feet from any side or rear property line.

- B. Dog breeding, dog kennels, or dog training schools are conditional provided there is a maximum of ten (10) dogs of more than ten (10) weeks old per acre at any time; and provided any building or enclosure for animals shall be located not less than fifty (50) feet from a public street and not less than fifty (50) feet from a public street and not less than fifty (50) feet from any side or rear property line.
- C. Greenhouse or Nursery limited to growing and selling plants or sod; and selling landscaping materials, fertilizer, pesticide or insecticide products, tools for garden and lawn care, and related goods.
- D. Construction equipment storage: the overnight parking of not more than one construction vehicle, of not more than twenty-four thousand (24,000) pounds net weight, on property of not less than three (3) acres in area and upon which the operator has his permanent residence provided that the vehicle is parked at least fifty (50) feet from a public street.
- E. The storage and use of light construction equipment up to a ten-wheel truck for off-premises contract work by the owner resident of property of not less than five (5) acres in area, provided that the equipment is parked at least fifty (50) feet from a public street.
- F. Bed and Breakfast Inns subject to the following standards:
  - 1. Two parking spaces shall be provided for the full-time occupant plus one space for each guest room. No parking may be located on the public thoroughfare;
  - 2. The proprietor or owner must occupy the dwelling;
  - 3. Meals may only be served to overnight guests;
  - 4. Not more than three (3) guest sleeping rooms per dwelling;
  - 5. Allowed only in existing dwellings with no exterior additions nor shall the use change the residential character; and
  - 6. Business license is required.

**15.10.5 Single Family Dwellings**

- A. Use Regulations for Single Family Dwellings
  - 1. Only one single-family dwelling is allowed on an approved **A-3, A-5, or A-20** building lot.
  - 2. No single-family dwelling or a portion thereof, shall be rented for a term less than 30 days.
  - 3. No single-family dwelling, or portion thereof, shall be rented while occupied by the respective owner except as stated in 15.18.5.
  - 4. No single-family dwelling shall be occupied by more than four families, or a combination of unrelated groups, within a 12-month period.
  - 5. Temporary buildings used incidental to construction work, must be removed upon the completion or abandonment of the construction work. If an existing residence is used as a temporary residence during construction of a new residence, upon



issuance of the occupation permit for the new residence, the old residence must be removed within thirty (30) days.

6. Home occupations are allowed as regulated under Title 15.18.
7. No accessory structure or building, or portion thereof, shall be rented or used as a dwelling unit—including in-kind considerations.
8. No mobile homes or recreational vehicles may be placed on a lot for use as a permanent or temporary (greater than 30 days) residence, except as outlined in number five (5) above.

#### B. Area Regulations

1. The minimum lot area for a single-family dwelling in the A-3 zone shall be not less than three (3) acres.
2. The minimum lot area for a single-family dwelling in the A-5 zone shall be not less than five (5) acres.
3. The minimum lot area for a single-family dwelling in the A-20 zone shall be not less than twenty (20) acres.

#### C. Frontage Regulations

1. The minimum width of a lot, for a single-family dwelling, along the street frontage shall be one hundred thirty (130) feet. Where the lot frontage is on a cul-de-sac, the frontage width requirement shall be along the front property boundary line running from one radial property side boundary to the other and measured perpendicular to the circumference of the setback of thirty (30) feet of the cul-de-sac. Alleys shall not be considered street frontage unless the Town designates it as such and provided no other street frontage is available.
2. The frontage requirement minimum is one hundred twenty (120) feet on a three lot when an alley is the only reason for not being able to provide one hundred thirty (130) feet.
3. Primary vehicular access is defined as the access used to access the residence the majority of the time. Primary vehicular access to the lot must be identified on the submitted site plan.
4. Unless the lot is on the corner of two public streets (a “Corner Lot”), primary vehicular access to the lot shall be from the designated frontage. For a Corner Lot, vehicular access can be from either street provided, if the primary vehicular access is not from the designated frontage, the set-back should be no less than 20-feet from the property line.

#### D. Every Dwelling is to be on a “Lot”

Every dwelling shall be located and maintained on a “lot” as defined in this ordinance; such lot shall have the required frontage on a public street or on a right-of-way which has been approved by Huntsville Town. No building may be located upon any area on the lot covered by an easement.

#### E. Front, Side and Rear Yard and Height Regulations

The minimum depth of the front yard for the dwelling and for private garages shall be thirty (30) feet from the property line.

1. No obstruction to view in excess of two (2) feet in height shall be placed or permitted to remain on any corner lot within a triangular area formed by the street property lines and a line connecting them at points twenty (20) feet from the intersection of the street lines, except a reasonable number of trees pruned high enough to permit unobstructed vision to automobile drivers.
2. The minimum side yard for any dwelling, private garage, **accessory building**, shall be ten (10) feet. Measurement of the side yard shall be the distance between the wall of a structure (above or below ground) and the side property line. If the wall is built straight up from the foundation, the measurement can be made from the foundation wall. The only portion of the structure allowed to violate the ten (10) foot setback is a roof eave extending out 18 inches or less.
3. Where the rear of a lot abuts the side of an adjoining lot, the minimum setback for any building on the rear of the former lot shall be ten (10) feet from the property line.
4. Where the side of a residential lot abuts an alley, the minimum side yard for any residence shall be ten (10) feet from the alley boundary. The minimum side yard **or rear yard** for a garage, **accessory building**, that abuts an alley shall be one (1) foot measured from the alley boundary.
5. For setbacks where the boundary is a natural stream or river corridor see the Huntsville Town Sensitive Lands Title 15.15.
6. No building shall be erected to a height greater than two and one-half (2-1/2) stories or thirty-five (35) feet.
7. No dwelling shall be erected to a height of less than one (1) story above ground.
8. No building which is accessory to a single-family dwelling shall be erected to a height greater than thirty-five (35) feet.
9. Height is defined as the vertical distance from the average of the highest natural grade and the lowest natural grade to the highest point of the coping of a flat roof, or to the deck line of a mansard roof, or to the highest point of the ridge of a pitch or hip roof.

#### F. Coverage Regulations

1. No single building shall cover more than twenty-five (25) percent of the area of the lot or parcel upon which it resides.

2. No group of buildings (including dwellings and accessory structures), in aggregate, shall cover more than thirty-five (35) percent of the area of the lot or parcel upon which they reside.

#### G. Special Provisions

1. Public health requirements concerning domestic water supply and sewage disposal shall comply with State and Weber/Morgan County Health Department requirements. A septic tank certificate of design approval from the Weber/Morgan County Health Department shall be required in all applications for a building permit.
2. Lots identified by the Town Engineer containing wetlands will not be approved as a building lot by Huntsville Town without a demonstration from the Army Corps of Engineers approving the delineation of the boundaries of the wetlands within the lot.
3. No building or structure shall be constructed nor land subdivided within the boundaries of any public reservoir as determined by the public agency having jurisdiction nor within the boundaries of any natural waterway or watercourse as determined by the Huntsville Town Engineer. Where buildings are to be constructed within fifty (50) feet of the exterior boundaries of a flood channel existing at the effective date of this ordinance, adequate measures must be taken as determined by the Floodplain Administrator or Town Engineer to protect the building or structure from damage due to floods and so as not to increase the hazard to surrounding lands and buildings.
4. The required yard space shall be kept free of debris, refuse, or other flammable material which may constitute a fire hazard, as further defined in the Huntsville Town Nuisance Title.
5. The requirements of this Title as to minimum building site area shall not be construed to prevent the use for a single-family dwelling of any lot or parcel of land in the event that such lot or parcel of land is held in separate ownership at the time this ordinance becomes effective.
6. No space needed to meet the width, yard, area, coverage, parking, or other requirements of this ordinance for a lot or building may be sold or leased away from such lot or building.
7. No parcel of land which has less than the minimum width and area requirements for the zone in which it is located may be cut off from a larger parcel of land for the purpose, whether immediate or future, of building or development as a lot.

#### C. Swimming Pools

A family swimming pool shall be permitted in the side or rear yard of a dwelling as



an accessory use, only under the following conditions.

1. The location of the family swimming pool, **accessory machinery**, shall not be less than ten (10) feet from the dwelling's property boundaries. On corner lots, the distance from said pool to the property line facing on a street shall not be less than the required side yard setback for an accessory building.
2. An outdoor family swimming pool shall be completely enclosed by a substantial fence of not less than **six (6)** feet in height or a power safety cover that meets the requirements of the International Building Codes. ~~Lights used to illuminate said pool or its accessories shall be so arranged as to reflect the light away from adjoining premises.~~ A "substantial fence" means any fence that will not allow normal passage by any person except through an otherwise locked gate.
3. Lighting shall conform to the requirements of 15.22.7. Additionally, lights used to illuminate the swimming pool, or its accessories buildings or equipment shall be so arranged as to reflect the light away from adjoining premises.

#### **15.10.6 Permitted Signs**

The height, size, and location of permitted signs shall be in accordance with the regulations set forth in the Huntsville Town Signs Title 15.21

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(Amendment to Title 15.6 below)

**(15.6.2.G) G. Accessory Structures or Buildings.** No accessory structure or building, or portion thereof, shall be rented or used as a dwelling unit.

#### **15.6.7. Side Yard Regulations** (only amending A and B, C remains unchanged)

A. The minimum side yard for any dwelling, private garage, accessory building, shall be ten (10) feet. Measurement of the side yard shall be the distance between the wall of a structure (above or below ground) and the side property line. If the wall is built straight up from the foundation, the measurement can be made from the foundation wall. The only portion of the structure allowed to violate the ten (10) foot setback is a roof eave extending out eighteen (18) inches or less.

B. Where the rear of a residential lot abuts the side of an adjoining residential lot, the minimum side yard for any dwelling shall be ten (10) feet. The minimum side yard for a private garage, accessory building, shall not be less than ten (10) feet.

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(Amendment to Title 15.21 below)

#### **15.21.6 Allowable Signs by Zoning District** (see amendment below)

**C. Residential and Agricultural Zones** (only amending paragraph 2)

2. For lots with a residence that has a home business in the residence and a property that adjoins a state or county highway; one sign meeting the requirements in Title 15.21.6.B shall be allowed only for that home business and only along the property line adjoining the state or county highway.

(Amendment to Title 15.30 below)

**15.30 Fencing** (adding paragraph 3 to 15.30.A.)

3. Privately owned fences shall not be erected or installed beyond the owner's property line, nor on Town property unless officially authorized by the Town Council.

**Section 3: Severability.** If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which remainder shall continue in full force and effect.

**Section 4: Effective date.** This Ordinance shall be effective immediately upon posting or publication after final passage.

ADOPTED AND APPROVED on this

\_\_\_\_\_  
RICHARD L SORENSEN, Mayor

ATTEST:

\_\_\_\_\_  
NIKKI WOTHUIS, Town Clerk

RECORDED this  
POSTED this

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING  
According to the provision of U.C.A. §10-3-713, 1953 as amended, I, the Town Clerk of Huntsville Town, Utah, hereby certify that foregoing Ordinance was duly passed and posted at 1) Huntsville Town Hall and 2) [www.pmn.org](http://www.pmn.org) on the above referenced dates.



\_\_\_\_\_  
NIKKI WOTHUIS, Town Clerk

DATE:

**TABLE 15-1 HUNTSVILLE TOWN ACCEPTABLE USES BY ZONE**

<u>Use</u>	<u>R-1</u>	<u>C-1</u>	<u>C-2</u>	<u>A-3</u> <u>A-5</u> <u>A-20</u>	<u>CR1</u>	<u>S</u>	<u>O</u>	<u>RC</u>	<u>Additional Reference</u>
Accessory Building, Private	P	C	C	P	C	C	C	C	
Adult/sex-oriented facilities and businesses	N	N	N	N	N	N	N	N	
Agriculture	P	N	N	P	C	P	P	N	
Amusement Park or Business	N	N	N	N	N	N	N	N	
Animal or Fowl Slaughter	N	N	N	C	N	N	N	N	
Auto impoundment yard and towing services	N	N	N	N	N	N	N	N	
Auto rental	N	N	N	N	N	N	N	N	
Auto repair, service, and detailing	N	N	N	N	N	N	N	N	
Auto wrecking yard	N	N	N	N	N	N	N	N	
Banks and financial services	N	C	C	N	C	N	N	N	
Bars, taverns, clubs	N	C	C	N	N	N	N	N	Limit of 2 per zone
Bed and breakfast	C	C	C	C	C	C	N	N	See 15.6.2.C
Bike Path	P	C	C	P	C	P	P	P	
Botanical or zoological garden	N	N	C	C	C	C	P	N	
Campground	N	N	C	C	C	C	P	P	
Car wash, commercial	N	N	N	N	N	N	N	N	
Cell Tower	N	N	N	N	N	N	N	N	
Cemetery	C	N	N	P	C	P	P	N	
Childcare center with less than 9 children	C	C	C	C	C	C	N	N	
Childcare center with more than 9 children	N	N	C	C	C	N	N	N	
Childcare, in home	C	C	C	C	C	C	N	N	
Churches	C	C	C	C	C	N	N	N	
Commercial kennels	N	N	C	C	N	C	N	N	
Construction equipment rental and storage	N	N	C	N	N	N	N	N	
Construction equipment sales, wholesale	N	N	C	N	N	N	N	N	
Construction services office	N	N	C	N	N	N	N	N	
Dwelling unit, accessory	N	N	N	N	N	N	N	N	
Dwelling unit, multi-family (Apts)	N	N	N	N	N	N	N	N	
Dwelling unit, nightly rentals	N	N	N	N	N	N	N	N	

**Revised and Adopted 11-2-23**

Zones: R-1-Residential, C-1-Commercial, C-2-Commercial Highway, A-3, A-5, A-10-Agriculture, CR-1-Commercial Recreation, S-Shoreline, O-Open Space, RC-Recreation Zone

Uses: P-Permitted, C-Conditional, N-Not Permitted

**Any use not listed is not permitted**

<u>Use</u>	<u>R-1</u>	<u>C-1</u>	<u>C-2</u>	<u>A-3</u> <u>A-5</u> <u>A-20</u>	<u>CR1</u>	<u>S</u>	<u>O</u>	<u>RC</u>	<u>Additional Reference</u>
Dwelling unit, single-family attached (Condominiums, Townhomes)	N	N	N	N	N	N	N	N	
Dwelling unit, single family	P	P	P	P	P	P	N	N	
Dwelling unit, two-family or duplex	N	N	N	N	N	N	N	N	
Fishing Ponds (Private or Public)	C	N	C	C	C	C	P	N	
Funeral services	N	C	C	N	C	N	N	N	
Gas and fuel, storage and sales	N	N	N	N	N	N	N	N	
Gasoline service station with convenience store	N	N	C	N	C	N	N	N	
Golf courses	N	N	C	C	C	C	C	N	
Golf Course, (miniature)	N	N	C	N	N	N	N	N	
Golf Driving Range with Golf Course	N	N	C	C	C	C	C	N	
Group home for juveniles	N	N	C	N	N	N	N	N	
Healthcare facilities	N	C	C	N	N	N	N	N	
Historic structures, preservation of, including related accessory uses	C	C	C	C	C	C	N	N	
Home based businesses	C	C	C	C	C	C	N	N	
Horse boarding	C	N	C	C	C	N	C	N	
Horse stables and riding academy	N	N	C	C	C	N	C	N	
Hospitals	N	N	C	N	N	N	N	N	
Hotel, motel or inn with fewer than 16 rooms	N	N	N	N	N	N	N	N	
Hotel, motel or inn with 16 or more rooms	N	N	N	N	N	N	N	N	
Manufacturing, heavy	N	N	N	N	N	N	N	N	
Manufacturing, light	N	N	N	N	N	N	N	N	
Medical equipment supply	N	C	C	N	N	N	N	N	
Mining, resource extraction	N	N	N	N	N	N	N	N	
Movie Theater	N	N	N	N	C	N	N	N	
Museum	C	C	C	C	C	C	C	C	
Nursing home, Assisted Living	N	C	C	N	N	N	N	N	
Offices, general	N	C	C	N	N	N	N	N	
Offices, medical and dental	N	C	C	N	N	N	N	N	
Outdoor display of merchandise	N	C	C	N	C	C	N	N	
Park and ride	N	N	C	N	C	N	N	N	
Parking lot	N	C	C	N	C	C	N	N	
Parks, Public	N	C	C	P	C	P	P	N	
Parks, Private	P	C	C	P	C	P	P	P	

**Revised and Adopted 11-2-23**

Zones: R-1-Residential, C-1-Commercial, C-2-Commercial Highway, A-3, A-5, A-10-Agriculture, CR-1-Commercial Recreation, S-Shoreline, O-Open Space, RC-Recreation Zone

Uses: P-Permitted, C-Conditional, N-Not Permitted

**Any use not listed is not permitted**



<u>Use</u>	<u>R-1</u>	<u>C-1</u>	<u>C-2</u>	<u>A-3</u> <u>A-5</u> <u>A-20</u>	<u>CR1</u>	<u>S</u>	<u>O</u>	<u>RC</u>	<u>Additional Reference</u>
Performing Arts Center	N	C	C	N	C	C	N	N	
Personal improvement services	C	C	C	C	C	C	N	N	
Property Mgmt offices/check-in	N	N	N	N	N	N	N	N	
Reception/Events Center	N	C	C	N	C	N	N	N	
Recreation and athletic facilities	P	C	C	N	C	C	C	N	See 15.6.2.1
Recreation Equipment Rentals	N	C	C	N	C	C	C	N	
Recreation, public	N	C	C	N	C	P	C	N	
Recycling facilities	N	N	N	N	N	N	N	N	
Rehearsal or teaching studio for creative, performing and/or martial arts with no public performances	C	C	C	C	C	C	N	N	
Repair services, Motorized	N	N	C	C	C	C	N	N	
Repair, services, Non-motorized	C	C	C	C	C	N	N	N	
Residential treatment facility	N	N	N	N	N	N	N	N	
Retail Sales ( <b>See Chart Below</b> )									See Below
Schools	N	C	C	N	N	N	N	N	
Skating Rink, Indoor	N	C	C	N	C	N	N	N	
Stockyards	N	N	N	N	N	N	N	N	
Storage, Indoor, Commercial	C	C	N	N	N	N	N	N	<i>*See Applicable Conditional Uses Defined (Attached to this document)</i>
Storage, RV, boat or vehicle, Private	P	N	C	P	C	C	N	P	
Storage, RV, boat or vehicle, Commercial	N	N	N	N	C	N	N	N	
Temporary Structures	C	C	C	C	C	C	N	N	
Timeshares	N	N	N	N	N	N	N	N	
Trailhead Parking	C	C	C	C	C	C	C	N	
Trails	C	C	C	P	C	P	P	C	
Transportation/Shuttle Services	N	C	C	N	C	C	N	N	
Truck Stop	N	N	N	N	N	N	N	N	
Utility Facilities	N	C	C	N	C	N	N	N	
Vehicle Control Gate	C	C	C	C	C	C	C	C	
Veterinarian	C	C	C	C	C	N	N	N	
Warehousing and Distribution	N	N	N	N	N	N	N	N	
Wholesale Construction Supply	N	N	N	N	N	N	N	N	
Wildlife Sanctuary	N	N	C	C	C	P	P	N	

**Revised and Adopted 11-2-23**

Zones: R-1-Residential, C-1-Commercial, C-2-Commercial Highway, A-3, A-5, A-10-Agriculture, CR-1-Commercial Recreation, S-Shoreline, O-Open Space, RC-Recreation Zone

Uses: P-Permitted, C-Conditional, N-Not Permitted

**Any use not listed is not permitted**

<u>Use – Retail Sales</u>	<u>R-1</u>	<u>C-1</u>	<u>C-2</u>	<u>A-3</u> <u>A-5</u> <u>A-20</u>	<u>CR1</u>	<u>S</u>	<u>O</u>	<u>RC</u>	<u>Additional Reference</u>
Agricultural sales and service	N	N	C	C	C	N	N	N	
Antique Shop	N	C	C	C	C	N	N	N	
Art Supply Store	N	C	C	N	C	N	N	N	
Auto Parts Store	N	N	C	N	N	N	N	N	
Automotive Sales	N	N	N	N	N	N	N	N	
Bakery	N	C	C	N	C	N	N	N	
Barber or beauty shop	C	C	C	C	C	N	N	N	
Big box retail	N	N	N	N	N	N	N	N	
Bookstore	N	C	C	N	C	N	N	N	
Bowling Alley	N	N	C	N	N	N	N	N	
Camera Shop	N	C	C	N	C	N	N	N	
Clothing/Boutique Shop	N	C	C	C	N	N	N	N	
Convenience Store	N	C	C	N	C	N	N	N	*
Department or discount store	N	N	N	N	N	N	N	N	
Florist Shop	C	C	C	C	C	C	N	N	
Food Truck	C	C	C	C	C	C	N	N	
Furniture/appliance store	N	N	N	N	N	N	N	N	
Garden Shop, Plant Sales, Nursery	N	C	C	C	N	N	N	N	
Grocery Store	N	C	C	N	C	N	N	N	
Hardware Store	N	C	C	N	C	N	N	N	
Kiosk	N	C	C	C	C	N	N	N	
Laundromat, Laundry	N	C*	C	N	C	N	N	N	*3 or less washers and 3 or less dryers
Locksmith or Key Shop	C	C	C	C	C	N	N	N	
Medical/Dental/Optical Clinic	N	C	C	N	C	N	N	N	
Mobile Home Sales	N	N	N	N	N	N	N	N	
Mortuary	N	N	N	N	N	N	N	N	
Music Store	N	C	C	N	N	N	N	N	
Optical Shop	N	C	C	N	N	N	N	N	
Pawnshop	N	N	N	N	N	N	N	N	
Pet Shop	N	C	C	N	N	N	N	N	
Pet Services and Grooming	C	C	C	C	C	C	N	N	
Pharmacy	N	C	C	N	C	N	N	N	
Print Shop	N	C	C	N	N	N	N	N	
Recreation Vehicle and Boat Sales	N	N	N	N	N	N	N	N	
Recreation Vehicle and Boat Rentals	N	N	C	N	N	N	N	N	
Restaurant, Fast Food	N	N	N	N	N	N	N	N	
Restaurant, Drive-In or Drive-	N	N	N	N	N	N	N	N	

**Revised and Adopted 11-2-23**

Zones: R-1-Residential, C-1-Commercial, C-2-Commercial Highway, A-3, A-5, A-10-Agriculture, CR-1-Commercial Recreation, S-Shoreline, O-Open Space, RC-Recreation Zone

Uses: P-Permitted, C-Conditional, N-Not Permitted

**Any use not listed is not permitted**

<u>Use – Retail Sales</u>	<u>R-1</u>	<u>C-1</u>	<u>C-2</u>	<u>A-3</u> <u>A-5</u> <u>A-20</u>	<u>CR1</u>	<u>S</u>	<u>O</u>	<u>RC</u>	<u>Additional Reference</u>
Though									
Restaurant, Deli or Take-out	N	C	C	N	C	N	N	N	
Restaurant, Full Service	N	C	C	N	C	N	N	N	
Restaurant w/Alcohol Service	N	C	C	N	N	N	N	N	Limit 2 per zone
Seasonal Outdoor Vendor	N	C	C	C	C	C	N	N	
Shoe Store	N	C	C	N	N	N	N	N	
Smoke Shops	N	N	N	N	N	N	N	N	
Studio, Artist or Photography	C	C	C	C	C	C	N	N	
Studio, decorator and display	N	C	C	N	C	N	N	N	
Studio, Health or Exercise	N	C	C	N	C	N	N	N	
Tent Vendor	N	C	C	N	C	N	N	N	Selling from a tent
Variety Store	N	C	C	N	N	N	N	N	
Vehicle and equipment sales or rental	N	N	N	N	N	N	N	N	

**Revised and Adopted 11-2-23**

Zones: R-1-Residential, C-1-Commercial, C-2-Commercial Highway, A-3, A-5, A-10-Agriculture, CR-1-Commercial Recreation, S-Shoreline, O-Open Space, RC-Recreation Zone

Uses: P-Permitted, C-Conditional, N-Not Permitted

**Any use not listed is not permitted**



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

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

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

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

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

3-Opening Ceremony given by Suzanne Feree

4-Public Comments:

5-Sheriff's Report: No report.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



8- Discussion and/or action on Ogden Valley Park Board tax money dispersion. (See Attachment #2)

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

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

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard L. Sorensen	X			
CM Bruce Ahlstrom	X			
<del>CM Kevin Anderson</del> <i>Lewis Johnson</i>	X			
CM Sandy Hunter	X			
CM Artie Powell	X			

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

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

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

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

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

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

**The Mayor tabled both issues by consent. There were no objections.**

Department Updates

**Mayor Sorensen** spoke with a representative from the Utah Symphony to see if they could come back to Huntsville for a concert this coming summer. The state Legislature paid for their tour last year, but this year Huntsville would have to pay for it. The cost would be around \$30,000. There's another possibility of having a concert in the park with a cover band. The concert would be a paid event with Huntsville getting some of the proceeds. Mayor Sorensen will keep in touch with the organizer and give updates in the coming days and months. Mayor Sorensen informed the TC that the county wants Huntsville to take over the road in front of the proposed annexation on 500 S. Mayor Sorensen and TCM Ahlstrom went to some meetings with County Commissioner Froerer to discuss the matter. One option would be to split the road down the center, but that could create problems. Would the county pave one side and the Town the other? Who would plow the road? There would need to be an interlocal agreement with the county to work that out. A protest to the annexation was threatened by the county over the road issue and TCM Johnson suggested they decide what was best for the Town and see what happens.

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

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

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

**Mayor Sorensen moved to adjourn the meeting by consent. There were no objections. Meeting adjourned at 8:48pm**

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Nikki Wolthuis, Town Clerk





## WORK SESSION – Wednesday, February 7, 2023

Minutes of the Huntsville Town Council work session held at the Ogden Valley Library, 131 South 7400 East, 5:30 p.m.

The work session was scheduled to discuss continuing the Huntsville Marathon in 2024 and beyond.

**Attending:** TC Members Sandy Hunter, Bruce Ahlstrom, Lewis Johnson, Artie Powell, Mayor Sorensen, Nikki Wolthuis – Clerk, Jim Truett- by phone, Angel Truett, Lindsey Roberts Ketcham, Jim Facer, Candy Facer, and another unidentified visitor.

Mayor Sorensen called the meeting to order. He turned the time over to Candy Facer to introduce the topic.

**Candy Facer** explained why she and her husband Jim organized the Huntsville Marathon and what has become of it. They are marathon runners, both running over 100 marathons each. They wanted to create a marathon in Huntsville to give back to the community. So many races were run in the valley every year, and all they did was cause inconvenience for the community without any benefits. They wanted to create a race that would give back to Ogden Valley. Organizing the Huntsville marathon is what they did beginning in 2012 and they held it every year until 2021 except for the Covid year of 2020. Their nonprofit race organization has been able to give hundreds of thousands of dollars to the community over the years.

They cannot do it anymore and have looked for an organization to take it over. The marathon is beloved by the running community and many of them have expressed a desire to get the race back. The Facers have contacted people to get it going again, but each person they talked to wanted to make the race a for-profit event except for one person.

Candy Facer introduced Lindsey Roberts Ketcham, a native of Huntsville and someone who had worked at Visit Ogden promoting the area through events and activities for 17 years. She expressed her support for Lindsey and her desire to take over the marathon and keep it a non-profit event.

**Ms. Lindsey Ketcham** spoke to the council about her many years of experience planning events and her love of the valley and great memories of Huntsville. Because of her love of her hometown of Huntsville and her experience in event planning she feels like she can make the Huntsville Marathon a great success. She has created a 501 (c) for the marathon and is planning to hold it on September 21<sup>st</sup>, 2024. Right now she is creating a 5-member board of experienced people to carry out this event as a non-profit organization.

**Jim Facer** stepped up to explain what goes into organizing a marathon. He broke down the cost of each expense including police, barricades, porta-potties, and so forth. It all

adds up to around \$90,000 to put on the event. The entry fee from the runners barely covers the operating costs. It's the money from the sponsors they can give back to the community. It's not easy to get sponsors to join, but Ms. Ketcham feels confident in being able to do that.

They have been able to give money to the Ogden Valley non-profits each year and plan on doing that again this year. Mr. Facer explained that they will need to reduce the money given to Huntsville Town from 30% to 15%. This will alleviate some pressure on Ms. Ketcham.

The TC asked about the obligation the Town had to help with the race. The race organizers explained that although they will need many volunteers and the Town has helped greatly in the past, the Town has no obligation to the marathon committee to provide volunteers.

**TCM Artie Powell** had concerns about the contract being open-ended. After some discussion a contract renewal every 10 years was a favorable plan, but other ideas such as reevaluating the marathon every 2 years was also discussed. Ms. Ketcham will work on the contract and bring it to the next TC Meeting for approval.

**Mayor Sorensen** expressed a desire for the new race committee to incorporate Huntsville's 100-year celebration into their race by using their centennial logo and in other ways.

**Jim Truett** spoke for a minute on a cell phone speaker and said that the marathon gives back to the valley and is a gift to the Town.

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

**Meeting adjourned at 6:04 p.m.**

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Nikki Wolthuis, Huntsville Town Clerk

**MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING**  
**Wednesday February 13, 2024, 6:00 p.m.**  
**Huntsville Mercantile, 7390 East 200 S., Huntsville.**

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

**Citizens:** Wade Budge, Attorney, Steve Starks, Dakota Hyde, Jeff Hyde, Brian Clapperton, Joseph Silverzweig, Comcast Rep., Savanna Swift, Jeff Burton, Linda Burton, Regen Sorensen, Kylan Nelson, Chloe Nelson. Ron Gault, water committee chair, Lonny and Nancy Bailey, Laurie Porter and Sanford Moss.

Zoom: Lindsey Ketcham

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

2-Pledge of Allegiance led by Chloe Nelson assisted by her mother Kylan Nelson

3-Opening Ceremony given by TCM Ahlstrom

4-Public Comments:

5-Sheriff's Report: No report.

6. Discussion and/or action on approval of fireworks for the Huntsville's July 4<sup>th</sup> Celebration.  
 Brian Clapperton recalled that the Town Council was maybe going to shop around for different companies to buy fireworks from this year, but Mayor Sorensen thought they should stick with Fireworks West. Mr. Clapperton explained that although he does not have his own explosives license, he can still let off fireworks using the license of Fireworks West. He stated that with the new Town Hall building being constructed this year he would have to light fireworks from the vacant Town lots north of the New Town Hall on 100 S. It should be a good location. Mr. Clapperton will contact Fireworks West before March 1<sup>st</sup> to get the early discount.

**TCM Ahlstrom motioned to approve spending up to \$5,500 for fireworks for the 4<sup>th</sup> of July Celebration. TCM Hunter seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 5-0.**



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

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

**PUBLIC HEARING for Annexation of McKay Meadows Parcels and Annexation of Bailey Parcels.**

Wade Budge, the attorney for Steve Starks stated that the McKay Meadows annexation will benefit the Town because Mr. Starks has agreed to downzone his property.

**TCM Ahlstrom motioned to close the public hearing and begin the regular meeting. TCM Hunter seconded the motion. All votes Aye. Motion passed.**

**7. Discussion and/or action on approval of Ordinance 2024-02-13A and Ordinance 2024-02-13B Annexation of McKay Meadows. (See Attachments 1 and 2)**

TCM Hunter had questions about dwelling units on the property. The number of dwelling units on the property in the Agreement was five, but in McKay Meadows Master plan presented at an earlier TC meeting there were only four. Attorney Wade Budge stated that in the motion they could approve the ordinance adjusting the dwelling units to four. TCM Hunter questioned the need for 5 water connections when there were only 4 dwelling units. Mr. Starks replied that the 5<sup>th</sup> connection was for the barn. Mayor Sorensen pointed out that because there are two McKay Meadows parcels located within the Town boundaries, they already qualify for some water shares. The water shares listed in the agreement also include those shares. In addition, they are agreeing to downzone their property from RE-20 to A-3.

TCM Hunter also wondered about the part in the agreement that gave them the right to buy water connections at the current price of \$7,500 when there was no guarantee that they would buy the water connections right now. The price could increase later, and they shouldn't be able to lock in at this price now. Attorney Wade Budge agreed with that and stated that they had just plugged in the current price, but they could change the wording to say that whatever is the current in-town price of water connections is what they will buy them for.

Attorney Bill Morris pulled up the agreement on the computer and began to make the changes including changing the water connections sentence to read, "...shall not exceed the then current in-town water connection fee at the time of purchase." **The changes were made by consensus.**

**TCM Sandy Hunter motioned to approve Ordinance 2024-02-13A Annexation of McKay Meadows with attached exhibits. TCM Ahlstrom seconded the motion. TCM Hunter amended her motion to approve Ordinance 2024-02-13A Annexation of McKay Meadows parcel #240130015 and #240200005 subject to the Annexation Agreement as amended. TCM Ahlstrom seconded the motion. Roll Call Vote. Votes reflected below. Motion Passed 4-1.**

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

**TCM Hunter motioned to approve Ordinance 2024-02-13B McKay Meadows parcel #210070012 with the revised Annexation Agreement. TCM Ahlstrom seconded it. Roll Call Vote. Votes reflected below. Motion passed 4-1.**

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

**8- Discussion and/or action on Ordinance 2024-02-13 Annexation of Bailey parcels. (See Attachment #3)**

TCM Hunter brought everyone's attention to the sentence, "Owners are vested with the right to: (i) subdivide, but any subdivision must adhere to the Town code at the time of subdivision, specifically the required frontage on a recognized Town or public street in the A-3 Zone." This was discussed as being important in the TC meeting accepting the Bailey Annexation petition in December. Attorney Bill Morris asked the property owners if there were any concerns with that sentence in the Annexation Agreement. They had none.

Attorney Bill Morris wondered if the Agreement addressed water connections. TCM Hunter stated that she took that out of the agreement because there wasn't any specific agreement about water connections in past discussions. She thought that the number of possible future connections would follow the rules already in place. Attorney Bill Morris asked if they wanted to put "the amount of water connections shall follow the rules in place." into the agreement. She said yes and he added it to the agreement.

**TCM Hunter motioned to approve Ordinance 2024-02-13 Annexation of Bailey parcels #211530001, 210260127, 210260072 and 211550001 with the revised Annexation Agreement. TCM Ahlstrom seconded the motion. Roll Call vote. Votes reflected below. Motion passed 4-1.**



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

9- Discussion and/or action on approval of Resolution 2024-02-13 Intent to Annex Forest Service Lands (See Attachment #4)

Bill Morris explained that the Forest Service property containing Anderson Cove and Cemetery Point are already on Huntsville Town Water. The road to Cemetery Point was annexed into Huntsville town already. It made sense to annex the Forest Service lands. TCM Ahlstrom wanted to make sure the road to Jefferson Hunt Campground was not included in the annexation. The map looked like it was included in Parcel #21-030-0021. It should be a county road. Mayor Sorensen wondered if they should include something in the motion to exclude the road. Attorney Bill Morris said to just approve the Intent to Annex now, and the map can be fixed later. Mayor Sorensen explained how big of a project it was to survey because of the dozens of parcels. It took several weeks for Sunrise Engineering to do the survey.

**TCM Hunter motioned to approve Resolution 2024-02-13 Intent to Annex Forest Service lands. TCM Ahlstrom seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 4-1.**

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

10. Discussion and/or action on Ordinance 2024-02-13C Franchise Agreement with Comcast (See Attachment #5 )

Joseph Silverzweig came from Comcast to answer questions. He assured the town Council that Comcast is going to take care of Huntsville Town and do a good job installing the lines. They will go above ground as much as possible, but in some places may need to go below ground. They should be able to get started in March or April.

**TCM Ahlstrom motioned to approve Ordinance 2024-02-13C Franchise Agreement with Comcast. TCM Hunter Seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 5-0.**

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

**11. Discussion and/or Action on approval of Final Plat Subdivision of North Arrow Lofts (See Attachment #6)**

Dakota Hyde explained all that they had done over the past few years to move the project forward. Recently their plat was reviewed and approved by the county. Jared from Sunrise Engineering had a review process as well. He recommended a few conditions be met before approval. One condition was for Huntsville Water to approve the design for the connection of a new fire line. The other condition was that the plans need to be stamped by a professional engineer. Mr. Hyde said they were installing a new fire line running up the public utility easement on the east side of the property next to the New Town Hall. David Reed, Weber County Fire Marshall is requiring them to check with Gary Probasco, Town Maintenance worker, to make sure the water flow in the lines is enough to meet the requirements.

Mr. Hyde explained that the plans are already stamped by a professional engineer, so he needed more clarification from Jared on what he meant.

**TCM Hunter motioned to approve the Final Plat Subdivision of North Arrow lofts with the condition that Jared from Sunrise Engineering clarify whether the stamped plan set is approved. TCM Powell seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 5-0.**

Jared from Sunrise Engineering called Mr. Hyde just then and clarified that there's a separate civil plat that shows the culinary water and fire line that needs to be stamped by a civil engineer.

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



12. Discussion and/or action on approval of Resolution 2024-02-13A Solid Waste Collection and Disposal (See Attachment#7)

Mayor Sorensen explained that this is the contract with Econowaste for garbage pickup. The price reflects their cost plus an additional \$4.00 for Huntsville's billing costs. Attorney Bill Morris stated that garbage rates are going up all around the county. **TCM Ahlstrom motioned to approve Resolution 2024-02-13A Solid Waste Collection and Disposal. TCM Hunter seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 5-0.**

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

12. Discussion and/or action on approval of Resolution 2024-02-13B Huntsville Marathon Agreement (See Attachment #8)

Lindsey Ketcham joined on zoom and she and Attorney Bill Morris and the TC talked over the changes he suggested be made to the Agreement. Mr. Morris had four concerns with the agreement, and one was insurance. He adjusted the agreement to read, "In the event of any liability arising under the event or this Agreement that the Marathon Committee agrees to indemnify, defend, and hold harmless the Town, County, and UDOT." His next concern was over the non-compete clause. Ms. Ketcham replied that they had eliminated the non-compete clause. Another concern was over the trademarks. As the contract was written the race organizers would keep the trademarks of the race if the Town cancels the race with or without cause. To cancel the race the Town would have to give two years' notice. The final concern was about property. The wording in the draft agreement regarding this was confusing, but Ms. Ketcham had changed it. The Marathon would use Town property with the Town's permission. Attorney Bill Morris stated that that was an acceptable change.

**TCM Hunter motioned to approve Resolution 2024-02-13B Huntsville Marathon Agreement as amended. TCM Powell seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 5-0.**

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

14. Discussion and/or action on Water Committee Update (See Attachment #9)

Ron Gault, Water Committee Chair explained different kinds of water users, water connections and costs, hardship cases, and various water fees with a power point presentation. Regarding hardship cases, Mr. Gault concluded that they must be dealt with on a case-by-case basis.

**TCM Powell motioned to approve water committee update and the fees as outlined by Ron Gault. TCM Ahlstrom seconded the motion. TCM Powell made a friendly amendment to add a proposal that Ron speak with Shannon and come up with a proposed shut-off policy. TCM Hunter seconded the amended motion. Roll Call Vote. Votes reflected below. Motion passed 5-0.**

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

15. Approval of Harrison Water Connection (See Attachment #9)

Mr. Gault repeated the history of how the Harrison's neighbors ended up with water connections and they didn't. His solution was to give them a connection at no cost, but the Harrison's would have to pay all the hookup fees. He wrote them a letter with the proposal and presented it to the Town Council.

**TCM Hunter motioned to approve the offer to the Harrison's per Ron Gault's letter for one water connection, waiving the connection fee and before the water is connected, they make an easement agreement with Huntsville Town. TCM Ahlstrom seconded the motion. TCM Johnson said there should have been separate transactions and better records taken during that time to prevent future problems. TCM Powell recalled a time where several people were requesting out-of-town water connections and the Town Council put a 6-month moratorium on the requests. TCM Hunter remembered the reason for the moratorium was to give the Town Council time to research raising the rate. TCM Johnson recounted another time when it was decided that during a water shortage the out-of-town connections would be cut off first. Roll Call Vote. Votes reflected Below. Motion passed 5-0.**

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

Department Updates

**Mayor Sorensen** – The New Town Hall is taking shape.

**TCM Ahlstrom**- There is one more Emergency preparedness meeting this week.

**TCM Powell** - He will give an update on the 4<sup>th</sup> of July Activities at the next TC Meeting on March 7<sup>th</sup>.

**TCM Hunter** motioned to approve the January 2024 Bills. TCM Powell seconded the motion. All votes Aye. Motion passed.

**Mayor Sorensen** moved to adjourn the meeting by consent. There were no objections. Meeting adjourned at 8:38 pm.

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Nikki Wolthuis, Town Clerk

DRAFT