

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING
Thursday, April 17, 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
Sandy Hunter	Council Member	Present
Lewis Johnson	Council Member	Present
Artie Powell	Council Member	Present
William Morris	Legal Counsel	Excused
Nikki Wolthuis	Clerk	Present

Citizens: Liz Poulter, Corey Shuman, Melissa Knowles-Town Treasurer

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 TCM Sandy Hunter

3-Opening Ceremony given by TCM Bruce Ahlstrom

4-Public Comments: None

5-Sheriff's Report - No report. Lt. Cowley was not present.

6. Discussion and/or Action on the Iron Lung Ride 2024 (See Attachment #1)

The Town Council discussed the ride and how much impact it would have on the park and the Town. It was determined that since the riders are spread throughout the day the impact would be small. Extra porta potties wouldn't need to be provided by race organizers. **Mayor Sorensen motioned to approve the Iron Lung Ride for 2024. TCM Powell seconded the motion.**

TCM Powell opened up a discussion on park fees. He wondered if the Special Event fee should be required for having 100 people rather than 150 people as it is now. He wondered what Eden and Liberty did for big events. He recalled how Liberty increased their fee to have RAGNAR use their park for their race this year. Mayor Sorensen agreed that it would be a good idea to check with the other parks to see how they are handling big events. TCM Hunter wanted to make sure that the Town was charging at least a \$250 refundable cleaning fee for events that aren't charged the full fee. She agreed with the others to revamp the special events fee for the future. Mayor Sorensen amended the motion to approve the Iron Lung Ride for 2024 and charge a \$250 refundable cleaning fee. **TCM Hunter seconded the motion. All votes Ayes. Motion passed.**

committee member and arborist will show how to prune a regular tree and a flowering tree. The class will be held at a residence in town.

TCM Powell motioned to adopt Resolution 2024, a resolution of the Huntsville Town Council proclaiming May 7, 2024 as Arbor Day in Huntsville, Utah. TCM Ahlstrom seconded the motion. All Ayes. Motion passed.

10. Discussion and/or action of Resolution 2024-03-28 Code Enforcement Officer. (Attachment #4)

TCM Hunter wondered whether they needed to reorganize how the Code Complaint Form is found online so it will be easier to find.

The Town Council discussed whether to keep charging a \$50 fee for filing a complaint. TCM Powell thought it was important to keep it to guard against frivolous complaints and also to not waste the code enforcement officer's time and resources. Mayor Sorensen and TCM Hunter wanted to remove the \$50 complaint fee.

Mayor Sorensen explained the history of the code complaint form and associated fee. It was drafted at a time when there were many complaints being made about a specific property.

TCM Johnson wondered what was the harm in charging the \$50 fee if it is refundable? It is refunded if there is probable cause or if the Code Enforcement Officer is already working on the same case. TCM Hunter discussed the importance of the fee being refunded.

Town Clerk, Nikki Wolthuis asked how the Code Enforcement Officer updated the Town on each case. TCM Hunter had thought about this issue and had drafted some more language for the resolution about it. She suggested adding a new paragraph to the document under "Land Use Violations- C" saying, "Any actions taken by the code enforcement officer with the offender shall be reported to the town clerk to be filed with the specific complaint file. Telephone calls may be reported in summary form to the town clerk and copies of any letters sent to the offender will be sent to the town clerk to be filed with the complaint."

TCM Powell suggested they make it clear on the complaint form that the fee is refundable for the reasons already stated. The TC also discussed how the ability to make an anonymous complaint might conflict with GRAMA laws. TCM Powell suggested they seek legal counsel on that. He wondered if they were giving people a false expectation that they could remain anonymous when they actually couldn't promise that.

The TC thought about tabling the resolution so that Nikki could talk to Attorney Morris about anonymity and TCM Hunter could work on the revision of the resolution. **TCM Sorensen motioned to table Resolution 2024-03-28 Code Enforcement Officer. TCM Ahlstrom seconded the motion. All votes Ayes. Motion passed.**

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

TCM Powell had some suggestions to improve the document including minor clerical changes. TCM Hunter went through the suggestions one by one and stopped to talk about big changes. A lengthy discussion was had about breezeways connecting two homes or a home with an accessory dwelling unit. They discussed STRs and the trouble with enforcement. The debate centered on the fact that bedrooms were allowed to be built in accessory units but they are not allowed to rent out these units. There is at least one home in Town that is renting out their home on a nightly basis. TCM Hunter explained that there was recent legislation stating that if a person had their property listed on a VRBO-like site it is free speech and someone cannot use that evidence to make a complaint.

A discussion was had about dwelling units that can't be occupied by more than four different families within a 12 month period. The purpose of that regulation was explained by TCM Hunter. It was created to prevent homes being turned into time share-like dwellings with multiple groups or families occupying the home a month at a time all year round. TCM Powell stated that he understood the intent of the regulation but felt like there are inconsistencies in the code regarding accessory dwelling units. He felt like if bedrooms and kitchens could be built above garages or barns and people aren't allowed to rent them out, it's an inconsistency. They shouldn't be issued a building permit to build such things and then not be allowed to use them as dwelling units.

Above-ground structures and setbacks were discussed. TCM Johnson explained that the history of the regulation for setbacks was to allow an emergency vehicle to be able to access the back of the properties in case of a fire or other event.

The definition of a structure was discussed, and the TC decided that to be a structure it had to require footings. An example was presented of a situation in Town where a patio was built off the back of a house that contained a swimming pool. It is taller than a typical patio and is very close to the neighboring property. Because the property sits higher the patio ended up looking like a cement wall right close to the back fence line. To avoid this situation in the future a clear definition of an above-ground structure was needed. Changes were proposed to add "requiring footings" after "above-ground structures" in the document.

To clarify that the Town does not allow accessory dwelling units to be rented out TCM Powell suggested that 15.10.5.A.8 should be shortened to read, "No accessory structure or building, or portion thereof, shall be rented, including in-kind considerations, as a dwelling unit."

TCM Ahlstrom suggested a second paragraph to address the use of the dwelling unit. It would say, "No accessory structure or building, or portion thereof, shall be used as a dwelling unit, except on a short-term basis, for no more than 15 days and only by friends and family of the owner while the owner is on the property." That paragraph was added as 15.10.5.A.9 and 15.6.2.G was also turned into two paragraphs to reflect that change. **TCM Ahlstrom motion to accept Ordinance 2023-12-14, Title 15 and A-3 with the changes. 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		

12. Discussion and or action on approval of minutes for Town Council Meeting March 21, 2024 (Attachment #6)

TCM Powell wanted to leave out “in frustration” after the sentence about how Mark Ferrin left the meeting. He didn’t think we should attribute emotion to his actions. Nikki agreed to change it. **TCM Powell made a motion to approve the minutes as edited. TCM Ahlstrom seconded the motion. All votes Ayes. Motion passed.**

Department Updates

Mayor Sorensen- Town cleanup on Saturday

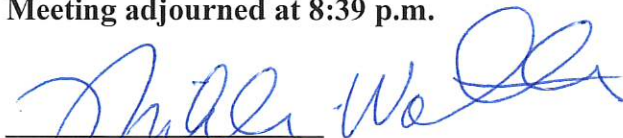
TCM Powell- Town cleanup is Saturday. The cabin needs work. The playground needs mulch, but it will have to be done at a later date.

TCM Hunter- There's a company called Civiclinc that has software for coding. The cost is \$1,100 a month. She and Town Clerks Beckki Endicott and Shannon Smith all had a zoom meeting with the company and had a favorable impression of it. Beckki could come in and present it in the next meeting for approval.

TCM Powell motioned to approve the March bills. TCM Ahlstrom seconded the motion. All votes Ayes. Motion passed.

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

Meeting adjourned at 8:39 p.m.



 Nikki Wolthuis, Town Clerk

Hello Huntsville Town Council,

It is that time of year again! I would like to ask for approval for the special event permit that I have turned in for the 2024 Iron Lung Ride, scheduled to be held on July 20th 2024.

I apologize for not making it to the meeting in person. I had previous commitments on both of the days you meet in April and May.

The course and schedule will be the same as the 2023 event. If there are any community concerns from last year please let me know. We are anticipating 100-125 riders.

Thank you for your consideration!

Michelle Lyman

IRON LUNG RIDE

July 20th, 2024

This document contains the following information:

Safety Plan

Bicycle Route Plan

Vehicle Plan (Traffic Control)

Volunteer Plan

Signal and Course Markings Plan

Course Maps (2024 course same as 2019 that is attached)

Safety Plan

Along with planning an exceptional event, having a safe event is of utmost priority and focus. Non-compliance with safety standards will result in immediate disqualification of the offending team/rider and race numbers will be pulled. The safety plan focuses on 3 areas:

One: Safety of Cyclists

- 1) Cyclists must wear a helmet at all times when riding their bicycle.
- 2) Cyclists must obey all traffic laws (route is along an open course with motorists). This includes stopping completely at all stop signs and yielding to motorists and pedestrians when appropriate.
- 3) Cyclists must ride single file and close to shoulder of road. Drafting with other teams is permitted.
- 4) Cyclists may not ride at night. At 4 pm the course is closed and the event is over.

Two: Safety of Support Vehicles

- 1) Support vehicles must also obey all traffic laws including speeding.
- 2) Support vehicles may not impede traffic as part of this event. This includes following cyclists at slow speeds. When stopping to cheer for or support your cyclist, pull completely off the road and be aware of oncoming traffic.
- 3) Support vehicles must park in designated areas at all exchanges and at the start and finish.
- 4) Support vehicles are to clearly display the CAUTION BIKE RACE poster in the rear window. This poster is issued during packet pickup.

Three: Safety of Others

- 1) Race course passes through cities and towns. Be respectful and courteous to everyone along course. Race participants are not allowed to urinate or defecate along the road and must use designated bathrooms and porta-potties or other restroom facilities.
- 2) Cyclists and support vehicles should always remain aware and alert and watch for surrounding traffic, pedestrians, equipment, etc.

In addition to focusing on safety for the cyclists, support vehicles, and others, event staff is taking the following safety measures:

- 1) All course marking signs dedicate the top third of the printable area to making everyone aware that a cycling event is taking place and to use caution. Signs read "CAUTION BIKE RACE" in large block letters and with yellow and red colors for visibility.
- 2) Two or more EMTs will travel along the course with the bulk of the cyclist group. They will be ready to respond alongside local emergency personal in the case of an injury.
- 3) Vinyl posters are supplied to each rider to adhere to the back of their support vehicle that also read "CAUTION BIKE RACE." These posters are also on all staff and crew vehicles for greater awareness among local motorists.
- 4) Additional "Hazard Ahead" signs are created and placed in appropriate locations to warn cyclists of any potential danger ahead.

Bicycle Route Plan

Cyclists are to follow the approved and permitted route. Directional signs will clearly mark route. If last minute course changes are required, signs will reflect alternate route and riders will also be notified.

Directional sign markings will be mounted on orange construction vertical panels.

Sign locations are detailed in the following maps. In addition, more signs may be used if determined.

Cyclists are to stay on roads unless otherwise told and should ride on the right side (with traffic).

Vehicle Plan (Traffic Control)

All vehicles supporting cyclists or otherwise participating in the event are to obey all traffic laws and specifically should not speed or drive in any other dangerous manner in order to catch up to or support cyclists. Roads are not closed and vehicles do not have any special privileges they would otherwise have while participating in the event. Be safe and use common sense.

All vehicles are required to park in designated locations at the start, finish, and exchanges. These locations are identified in the maps.

Vehicle appearance and driving patterns must not distract other drivers or cause any nuisance to others.

Support vehicles are able to pull completely off the side of the road to cheer on cyclists or offer aid. However, in doing so, they are not permitted to disturb the normal flow of traffic.

Support vehicles are to clearly display the CAUTION BIKE RACE poster in the rear window so it is visible to other motorists.

Support vehicles are to follow the same route as the cyclists with the exception of old snow Basin road. Support vehicles will use Trappers loop.

Volunteer/Staff Plan

Volunteers and staff will be needed to ensure a safe and organized event. Volunteer and staff will be located as course marshals in areas where the course is not clear and where safety concerns exist.

There will also be staff and volunteers at each of the water stations/exchanges to allow for appropriate and safe exchange between cyclists and ensure that rules are followed and the event is not causing a nuisance to local residents. Exchange volunteers will have a copy of all relevant permits associated with the event.

Two EMT's will travel along the course with the bulk of the cyclist group. They will be ready to respond alongside local emergency personal in the case of an injury.

Signal and Course Markings Plan

The full course will be fully marked with large signs. The purpose of the signs is to:

- 1) Indicate course directions to cyclists and support vehicles.
- 2) Make motorists and local residents aware of the race and encourage them to take extra caution.
- 3) Make cyclists aware of any upcoming hazards on the road.

No pavement marking or painting will occur to mark the course unless requested from permitting officials.

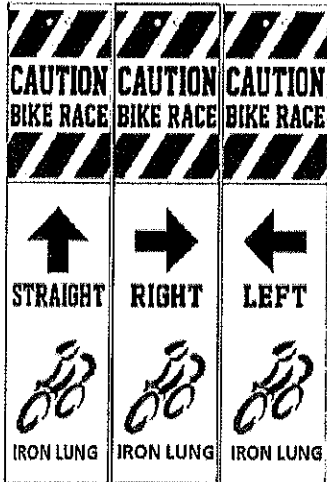
Course markings will be placed 24 hours or less before the event and will be taken down within hours of the last cyclists passing by.

Course markings will be placed in locations that do not interrupt normal traffic flow and are not intended to close roads or serve any other purpose than directing cyclists and warning others about the event.

Course markings will not use existing structures alongside the road or any private property. All markings will be fixed to orange vertical panel construction barriers supplied by the event staff.

The location of all signs is listed in the maps below. Additional signs may be used if needed to enhance clarity or safety of the course, or as requested by permitting officials, or to call attention to hazards or dangers.

Course signs are 8 inches wide and 36 inches tall and have the following images:



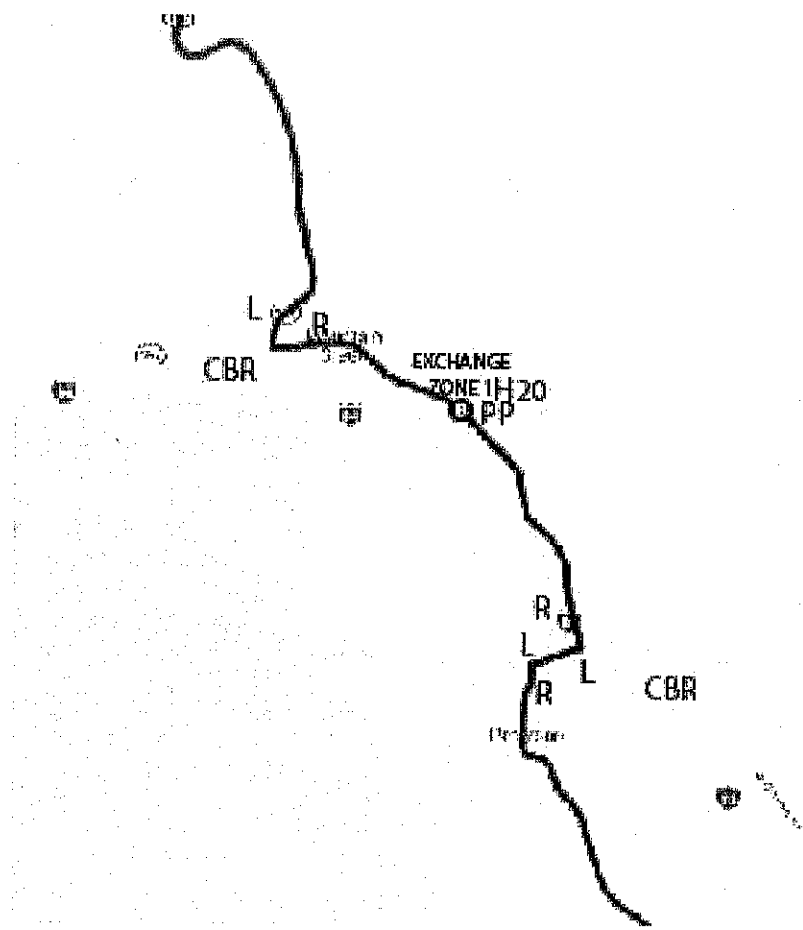
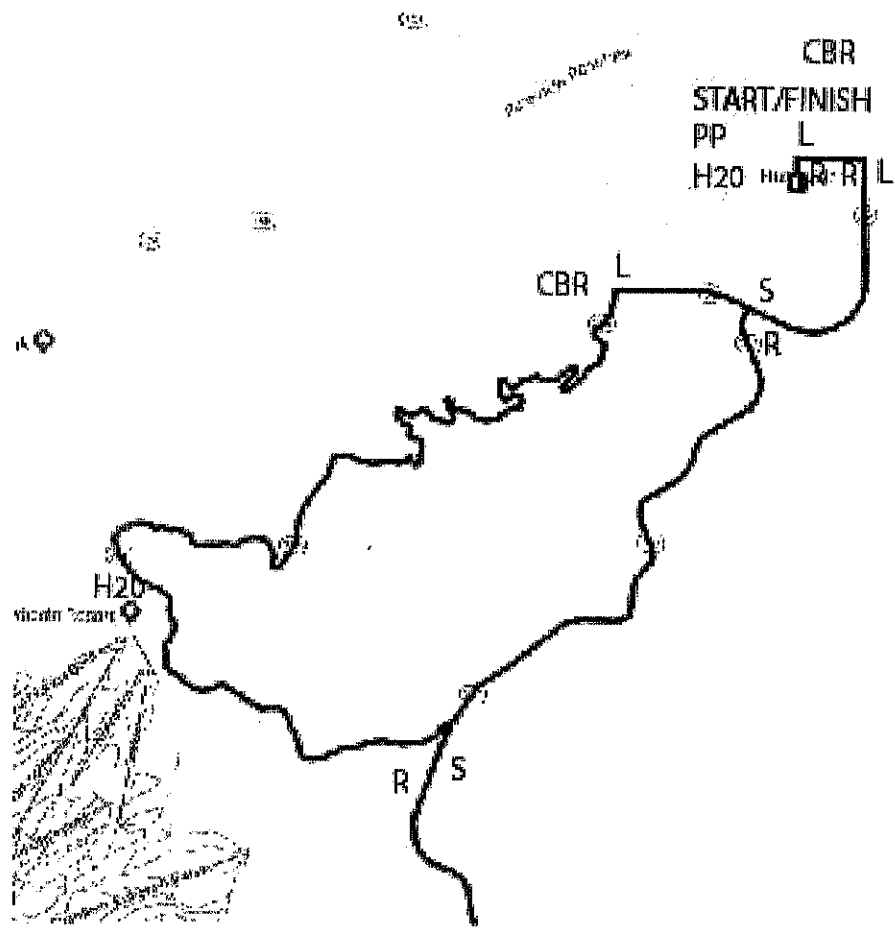
PP-Porta Potties

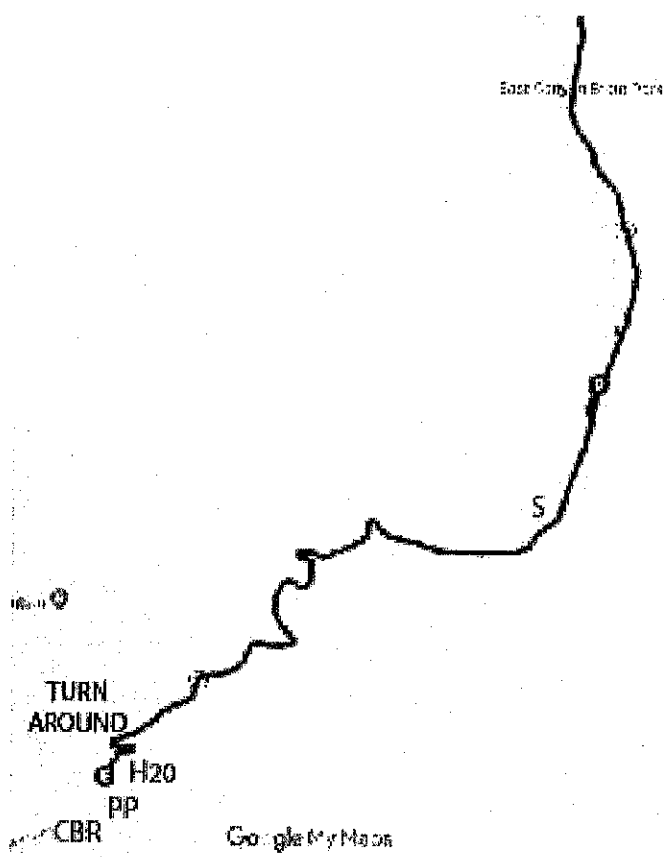
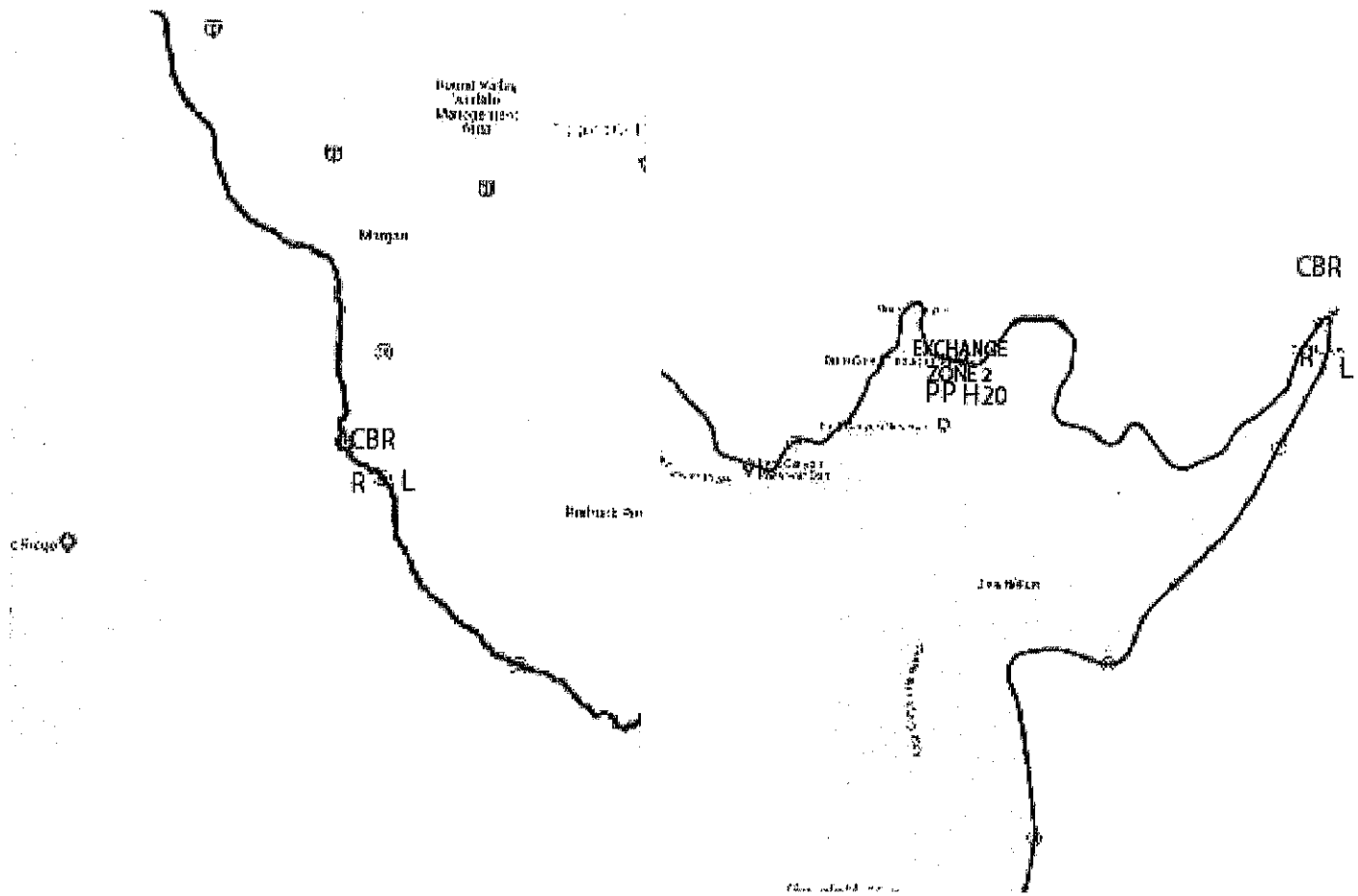
H2O-Water Stations

L-Left turns sign (pink-going out, black-coming in)

R-Right turns sign (pink-going out, black-coming in)

CBR-Caution Bike Race





HUNTSVILLE TOWN

P.O. BOX 287
HUNTSVILLE, UT 84317
(801) 745-3420

Special Event Application

Activities held on Town streets or Town property are defined as "special events" when they are an athletic, entertainment, or political activity held for profit, nonprofit, or charitable purposes with the anticipated number of participants plus spectators exceeding 150, or any event/gathering requiring alteration of Town traffic/closing of a Town street.

This application will be reviewed by the Town Council. The Council will make a determination on granting the request based on the impact of the event on traffic, security, welfare, convenience, health and safety of the public, and the plans of the applicant to mitigate these concerns. No permit will be granted with evidence of insurance listing the Town as an additional insured. If a permit is granted, the Town makes no guarantees and assumes no liability for the safety of participants or spectators of special events. The event may also require coordination with any of the applicable agencies: Weber-Morgan Health Department, Weber County Sheriff Department, local Fire District, other Weber County recreational services that may be impacted.

Fees for Special Events are based on the number of people attending and participating in the event.
150-300 people: \$1000 for park rental with a \$250 refundable cleaning fee
301-500 people: \$2000 for park rental with a \$500 refundable cleaning fee
501 and above: \$3500 for park rental with a \$750 refundable cleaning fee

YOUR INFORMATION:

Name of Applicant: Michelle Lyman Group/Function: Iron Lung Ride
Address: [REDACTED] City: [REDACTED] Zip Code: [REDACTED]
Home/Cell Phone: [REDACTED] Email Address: michelle@ironlungride.com

EVENT INFORMATION:

Name of Event: Iron Lung Ride
Event Description: Century ride through morgan county. start/end in Huntsville.
Is your event public or private? registration is open to the public
Event Date: July 20th 2024 Event Times: 6 AM - 4 pm
Time of operation: Signs set up Friday the 19th at 4pm. Sat. set up (Include start of set-up through the end of take down) 4 AM, start 6 AM take down 3:
Estimated number of people participating: hoping for 125.
(500+ requires mass gathering permit through Weber County)

Facilities Required by Huntsville Town: West pavillion, all bathrooms.

Please answer the following questions. If your answer is "yes" to some of the questions, you will need to provide additional information as indicated:

1. Have you applied previously to hold this event in Huntsville Town? YES
If "yes," please complete Special Event Application Section A only. If "no", please complete the rest of this page.
2. Is your event a multiple day event? NO
If yes, please complete Special Event Application Section B
3. Will there be a cost for admission and/or vendor sales? YES
If yes, please complete Special Event Application Section C
4. Are you filming on public property?
If yes, please complete Special Event Application Section D
5. Will this event require Huntsville Town Services? power & water in the west pavillion
If yes, please attach list of those services (ie, Police, Sanitation, power, water, etc.)
6. Will this event use, cross or close any public roads, sidewalks or trails? YES
If yes, please attach a map with a proposed barricade plan. If State or County roads are involved, please attach proof of proper permitting, or provide details.
7. Does the event include a run, walk, race, or parade route?
If yes, please attach a map with the proposed route
8. Will food be served at this event? YES
If yes, please contact Weber-Morgan Health Department
9. Will you be bringing in, setting up or staking any special equipment?
If yes, please attach a description of the special equipment YES one 10x10 tent, start arch flags.
10. Do you anticipate any parking problems?
If yes, please attach a parking plan NO. We will use the LDS church parking lot and will contact them for permission
If you answered "yes" to question 2 (multi-day event), question 3 (charging admission and/or vendor sales) and/or question 4 (filming on public property), you must provide a certificate of insurance with your application.

I agree that I and the organizers of this event will abide by all laws, rules and policies applicable to this event and will follow any instructions of the Huntsville Town Staff and Weber County Sheriff. I also acknowledge that completion and submission of this form or any other related forms does not guarantee final approval of my event. I have also read the attached policies and procedures that are applicable to my event.

SIGNATURE: Michelle Lynne DATE: 4/12/24

Special Event Application: page 3

Date Application received: _____

Town Council Approval: _____

Date Approved: _____

Conditions:

Section A (Previously Held Event)

When was your event last held in Huntsville Town?

July 2023

Describe any changes or additional needs for your event this year?

none

Section B (Multi Day Event)

Will your event set-up and take-down include all, a portion, or none of the event related materials, tents, barricades, etc. each day?

If all or a portion, what are your set-up and take down times?

Friday July 19th.

4pm set up directional signs and flags.

Saturday July 20th 4:30AM

Set up 10x10 tent, event flags, start & finish line

If a portion, please describe what will remain set-up overnight:

Directional signs on vertical panels.

If a portion or none, please describe your overnight security plans? none needed.

Section D (Filming on Public Property) N A

Applicant agrees to comply with all applicable Federal, State and local laws, ordinances, regulations and rules. In the event an authorized representative of the Town finds that the activities being conducted by the applicant unnecessarily endangers the health and safety of any person or that said activities are or will cause damage to real or personal property, said representative, at his sole discretion, may suspend, cancel or amend this permit at any time without incurring any liability to the applicant. If any changes occur to the scope permitted by the permit, the Applicant must contact authorized Town Staff immediately.

Please note: You must provide a certificate of insurance with your application.

We hereby accept this permit and agree to abide by the terms and conditions hereof. The undersigned hereby personally covenants, guarantees and warrants that he/she has the power to obligate the filming company to the terms and conditions hereof.

Organization: _____

Country of Origin: _____ Network Affiliation: _____

Location Manager: _____ Cell Phone: _____

Asst. Location Manager: _____ Cell Phone: _____

Authorized Signature: _____ Date: _____

Film Start Date: _____ Film End Date: _____

Does the filming involve more than 4 people?

Does the filming involve restriction of public access including the stopping or disruption of vehicular or pedestrian traffic?

Does the filming require vehicle access adjacent to filming location? Explain.

What Huntsville services do you anticipate needing for the filming?

Farmers Market/Art Booths



Food Trucks

Stage

Bier Garten

Grass Seating Area

- 1/2 of 7400 E. Closed
- Sunday 11-5
- Compete with Blues/Brews Snow Basin
- Security team of 3
- Fenced Bier Garten
- Target larger bands
- Each weekend should cost about \$6000/ROI TBD.
- 20% of profit from Alcohol, Booth Sales, Food Trucks back to Huntsville Town



Resolution 2024

A RESOLUTION OF THE HUNTSVILLE TOWN COUNCIL
PROCLAIMING MAY 7, 2024 AS ARBOR DAY IN
HUNTSVILLE, UTAH

Mailing Address

P.O. Box 267

Huntsville, UT 84317

Phone

801.745.3420

Web

www.huntsvilletown.com

Mayor

Richard L. Sorensen

Town Council

Sandy Hunter

Artie Powel

Bruce Ahlstrom

Lewis Johnson

Town Clerks

Shannon Smith

Nikki Wolthuis

Treasurer

Sheree Evans

Attorney

Bill Morris

WHEREAS, the Huntsville Town Council of Weber County, Utah, in recognition of this Country's Arbor Day Celebrations observed across the State of Utah as well as the United States of America, and

WHEREAS, Huntsville Town recognizes trees are a source of joy and spiritual renewal, and

WHEREAS, Huntsville Town will conduct a tree trimming instruction class to celebrate Arbor Day, and

NOW THEREFORE, the Huntsville Town Council does hereby establish May 7, 2024, as

"Huntsville Town's Official Arbor Day Celebration"

and calls upon the residents of Huntsville to join together in this cause and if at all possible to plant a tree for the purpose of Town Beautification for the enjoyment of future generations.

Richard L. Sorensen, Mayor

**HUNTSVILLE TOWN
RESOLUTION 2024-03-28**

CODE ENFORCEMENT OFFICER

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ESTABLISHING THE
POLICY AND ROLE OF THE CODE ENFORCEMENT OFFICER, OUTLINING
THE ENFORCEMENT ACTION PROCEDURES, AND IMPLEMENTING A
CODE VIOLATION COMPLAINT FEE.**

- A. WHEREAS**, Huntsville Town (hereafter referred to as “Town”) is a municipal corporation, duly organized and existing under the laws of the State of Utah;
- B. WHEREAS**, Title 10, Chapter 8, of the *Utah Code Annotated*, 1953, as amended, enables the Town to exercise certain police powers and nuisance abatement powers, including but not limited to providing for the safety and preservation of health, promotion of prosperity, improvement of the good order for the inhabitants and businesses of the Town;
- C. WHEREAS**, Title 10, Chapter 11, of the *Utah Code Annotated*, 1953, as amended, authorizes the Town to conduct inspection and cleaning of certain property and nuisances;

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

Section 1: Repealer. Any word, sentence, paragraph, or phrase inconsistent with this Ordinance is hereby repealed and any reference thereto is hereby vacated.

Section 2: Amendment. The duties of the Code Enforcement Officer are hereby amended to read as follows:

1.

A. Code Compliance Officer Appointment. The mayor may appoint a Code Enforcement Officer subject to the advice and consent of the Huntsville Town Council. The Town Council may remove a Code Enforcement Officer by Majority vote.

2. Code Compliance Officer Authority. The Code Enforcement Officer is delegated authority to monitor and enforce provisions of the following titles of the Huntsville Municipal Code:

- A. Title 2 - Nuisance.
- B. Title 4 - Land Use Permits
- C. Title 15 – Land Use Regulations

Title 16 – Streets and Rights-of-Way
3. Enforcement Action Process.

A. Initiation. Enforcement Actions are initiated by the submission of a Code Violation Complaint to the Town Clerk subject to the following provisions:

- i. Complainants may choose not to identify themselves and may remain anonymous.
- ii. A Town officer, acting in their official capacity, may submit a Code Violation Complaint. A Code Violation Complaint submitted by a Town officer shall not be anonymous.

B. Procedure. Upon receipt of a Code Violation Complaint, the Code Enforcement Officer shall investigate the complaint and make a determination as to whether or not the alleged offense violates the Huntsville Municipal Code.

- i. If no violation is found, the Code Enforcement Officer shall conclude the investigation and terminate the Enforcement Action by filing a brief summary of the investigation with the Town.
- ii. If the Code Enforcement Officer concludes that the alleged offense violates the Huntsville Town Municipal Code they shall proceed with the Enforcement Action as directed under the respective titles:
 - a. Nuisance Violations. The Code Enforcement Officer shall enforce nuisance violations as directed under Title 2, Sections 2.3 and 2.4.
 - b. Land Use Violations. The Code Enforcement Officer shall enforce land use violations as directed under Title 15.31, Sections 15.31.4 and 15.31.5.

No elected or appointed Town official shall attempt to influence the efforts or duties of the Code Enforcement Officer in any manner that would result in an inequitable application of the Town's enforcement ordinances.

The Town's legal counsel may advise the Code Enforcement Officer with regard to questions of law and due process at any time during the Enforcement Action. Complaints may be referred to the Town Prosecutor for criminal charges where appropriate.

2. **Appeals.** Appeals to enforcement actions shall proceed as directed under the provisions of the following Huntsville Municipal Code titles:

- A. Nuisance Violations Appeals. Appeals to enforcement measures relating to nuisance violations shall proceed as directed under Title 2, Section 2.5 and Title 15.5.
- B. Land Use Violations Appeals. Appeals to enforcement measures relating to nuisance violations shall proceed as directed under Title 15.31, Section 15.31.6 and Title 15.5.

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

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

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

ADOPTED AND APPROVED on this 17th day of April, 2024.

Richard Sorensen, Mayor

ATTEST:

Nikki Wolthuis, Recorder

RECORDED this 17th day of April, 2024.

INTERLOCAL AGREEMENT
between
WEBER COUNTY
and
HUNTSVILLE TOWN
for code enforcement services

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

RECITALS

WHEREAS, the Town does not currently have code enforcement personnel and is desirous of making the most cost effective use of tax dollars for code enforcement services; and

WHEREAS, Town and County have determined that it is mutually advantageous to each party to enter into this Agreement; and

WHEREAS, Town agrees to compensate the County as hereinafter set forth and Town and County have determined and agreed that the said amount is reasonable, fair, and adequate compensation for providing such services;

NOW THEREFORE, in consideration of the promises, and in compliance with, and pursuant to the terms and provisions of the Interlocal Cooperation Act, the parties hereby agree as follows:

1. SCOPE OF AGREEMENT

County shall provide code enforcement services for Town. County’s Code Enforcement Officer will only respond to official complaints made to Town. Once an official complaint has been made, Town will contact County to initiate any review or inspection process with the County’s Code Enforcement Officer subject to the availability of the County Code Enforcement Officer.

If legal action is required to enforce the review or inspection, Town shall be responsible for the legal enforcement and/or prosecution of any violations.

2. CONSIDERATION

Town shall reimburse County for services rendered under this Agreement at a rate of \$45.00 per hour plus \$0.61 per mile. The parties agree that adjustments to the hourly and/or mileage rate may occur on an annual basis subject to changes in the Consumer

Price Index for that year. Adjustments to the hourly and/or mileage rate and shall be done through a written amendment to this Agreement and signed by the parties.

Town shall remit payment to the Weber County Clerk/Auditor within 20 days after receiving an invoice for services rendered by County. If such payment is not remitted to the County Clerk/Auditor when due, County is entitled to recover interest thereon. Said interest shall be at the rate of one percent (1%) per calendar month starting the month after the month in which the services were performed.

Any monies received from payment of fines resulting from a violation shall be paid to Town and County shall have no claim to said resulting payments.

3. EFFECTIVE DATE/TERMINATION

This Agreement shall be effective as of the ____ day of _____ 2023 and shall terminate five years thereafter on the ____ day of _____ 2028. The parties may indicate their desire to renew this Agreement through a properly executed amendment to this Agreement. The parties reserve the right to terminate this Agreement, in whole or in part, at any time during the Term or any additional terms whenever the terminating party determines, in its sole discretion that it is in the terminating party's interest to do so. The parties agree that termination for convenience will not be deemed a termination for default nor will it entitle either party to any rights or remedies provided by law or this Agreement for breach of contract or any other claim or cause of action.

4. AGENT

No agent, employee or servant of either party is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. The parties shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement.

5. SEVERABILITY

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

6. COMPLIANCE WITH LAWS

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

7. NON-ASSIGNMENT

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

8. NON-FUNDING

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

9. GOVERNING LAW

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

10. INDEMNIFICATION

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.

11. INSURANCE

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

12. COUNTERPARTS

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

13. INTERLOCAL COOPERATION ACT REQUIREMENTS

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

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

14. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties execute this Agreement.

By: _____
Weber County

By: _____
Huntsville Town

Date: _____

Date: _____

Attest: _____
Weber County Clerk/Auditor

Approved as to form

Approved as to form

Date

Date

Huntsville Town Code Violation Complaint Form

Complainant Name:

Complainant Mailing Address:

Email:

Phone:

Complainant Signature: _____

Date:

Property Address of Code Violation:

Parcel Number(s) of Code Violation:

Parcel(s) Owner Name (if known):

Parcel(s) Owner Mailing Address (if known):

Description of Code Violation:

For Town Use

Fees Paid: _____

Complainant wishes to remain anonymous: Yes: No:

Town Clerk

Date: _____

Complaint ID Number: _____



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

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 25th, 2024, with the changes as show in the document attached.

A handwritten signature in black ink, appearing to read "Shannon", is 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 April 17, 2024, 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 ^{that} 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 ^{with} to the preservation of those lands, including ^{preventing} to prevent sanitation and pollution problems and ^{protecting} 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 zones**.

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 ^{are} 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.
 - a. A single-family dwelling shall not be added to or enlarged if the addition or enlargement is a separate dwelling attached to the existing single-family dwelling with a breezeway or extension of the roof. Such additions or

enlargements shall be considered to be separate dwellings and are prohibited. Nothing in this ordinance shall be construed to allow two dwelling units to be built on a single residential lot regardless of whether the structures are attached by breezeway, roof extension, or other attachment except as allowed in 15.18.5.

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.~~ used as a dwelling unit except on a short-term basis (no more than 15 days) and only by friends or family of the owner while owner is on the property.
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.

8-New

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 ~~on a lot of less than five (5) acres and three hundred feet (300) on a lot of more than five (5) acres.~~ 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 (3) acre lot or two hundred ninety feet (290) on a five (5) acre or larger lot~~ ^{on a lot.} when

an alley is the only reason for not being able to provide one hundred thirty (130) feet ~~or three hundred (300) feet of frontage.~~

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

1. The minimum depth of the front yard for the dwelling and for private garages shall be thirty (30) feet from the property line.
2. 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.
3. The minimum side yard for any dwelling, private garage, ^{or} ~~accessory building, or any above-ground structure~~ 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.
4. Where the rear of a lot abuts the side of an adjoining lot, the minimum setback for any building ~~or above-ground structure~~ on the rear of the former lot shall be ten (10) feet from the property line.
5. 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, or above-ground structure** that abuts

an alley shall be one (1) foot measured from the alley boundary.

6. For setbacks where the boundary is a natural stream or river corridor see the Huntsville Town Sensitive Lands Title 15.15.
7. No building shall be erected to a height greater than two and one-half (2-1/2) stories or thirty-five (35) feet.
8. No dwelling shall be erected to a height of less than one (1) story above ground.
9. No building which is accessory to a single-family dwelling shall be erected to a height greater than thirty-five (35) feet.
10. 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 within the boundaries of any public reservoir as determined by the public agency having jurisdiction or within the boundaries of any natural waterway or watercourse as determined by the Huntsville Town Engineer wherein no buildings or structures shall be constructed, or land subdivided. 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

above-ground structure "requiring ^{Put} footings" on every

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.

H. 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 or -accessory machinery, or above ~~ground structure~~, 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 accessory~~ ies 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

(Amendment to Title 15.6 below)

Sandy will create 2 different paragraphs

(15.6.2.G) G. Accessory Structures or Buildings. No accessory structure or building, or portion thereof, shall be rented as a dwelling unit—including in-kind considerations. No accessory structure or building, or portion thereof, shall be used as a dwelling unit, except on a short-term basis (no more than~~under~~ 15 days) and only by friends or family of the owner while the owner is present on the property.

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, **or any above-ground structure** 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, **or any above-ground structure** shall not be less than ten (10) feet.

(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 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 (See Chart Below)									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

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<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	C N	N	N	
Restaurant, Fast Food	N	N	N	N	N	N	N	N	

Revised and Adopted 11-2-23

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Restaurant, Drive-In or Drive-Though	N	N	N	N	N	N	N	N	
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

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

Any use not listed is not permitted

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING
Thursday, March 21, 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
Sandy Hunter	Council Member	Present
Lewis Johnson .	Council Member	Present
Artie Powell	Council Member	Present
William Morris	Legal Counsel	Present
Nikki Wolthuis	Clerk	Present

Citizens: Mark Ferrin, Ogden Valley Incorporation Sponsor, Conrad and Jamie Hilton, Seth Herway, Jonah Herway, Liz Poulter, Sean Harwood, USFS, Ron Gault, Water Chair, Lt. Cowley

Zoom: Attorney Bill Morris

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 TCM Lewis Johnson

3-Opening Ceremony given by TCM Artie Powell

4-Public Comments: None

5-Sheriff's Report (Attachment #1) Lt. Cowley was not present in the beginning, but gave a report towards the end of the meeting after he arrived. There were no significant incidents in January and February. He explained that the computer system keeps track of where incidents occur even if the officer giving a ticket doesn't know. He will make sure the system gets updated as the annexations change the boundaries of Huntsville Town.

TCM Powell motioned to close the regular meeting and open the public hearing. TCM Ahlstrom seconded the motion. All Ayes. Motion passed.

PUBLIC HEARING

TCM Sandy Hunter described what parts of the Forest Service lands Huntsville intended to annex. Sean Harwood, District Ranger for Ogden District explained that the management of the Forest Service Lands around Huntsville Town will not change after Huntsville Town annexes this property. Because of the Property Clause and Supremacy Clause of the federal government, the federal government will continue to manage it.

Mark Ferrin, principal sponsor of the Ogden Valley Incorporation effort, read a letter sent to him from the Lt. Governor's office regarding Huntsville's recent annexation of parcels on the east and north side of the Town boundaries. Because of the annexation of these parcels from inside of the Incorporation Feasibility study boundaries, the office of the Lt. Governor cannot hold the second public hearing and the Incorporation sponsors will have to submit a modified Feasibility Study. Mark Ferrin expressed frustration because the election to vote on the Incorporation is coming up very soon. If they don't submit the modified study by May 13th and if the study does not meet the 5% threshold, then the incorporation process may not proceed. He said that he has given \$15,000 of his own money to the cause and asked the town council why they decided to annex these parcels right now.

TCM Ahlstrom motioned to close the public hearing and open the regular meeting. TCM Powell seconded the motion. All Votes Ayes. Motion passed.

6. Discussion and/or Action on Ordinance 2024-3-21 Forest Service Annexation (Attachment #2)

TCM Hunter explained that the annexations in Huntsville Town were initiated before the completion of the Ogden Valley Feasibility study and wondered why the county had not notified the Lt. Governor's office of the changes back then. Mayor Sorensen asked Attorney Bill Morris to address the issue. Attorney Morris explained that annexing the Forest Service Lands does not affect the Ogden Valley Incorporation. He reiterated what Ranger Sean Harwood had said about the federal government continuing their management of the Forest Service lands surrounding Huntsville Town. Huntsville provides water to the Forest Service and law enforcement (from the county).

Mark Ferrin said he didn't get his questions answered and left the meeting in frustration.

Mayor Sorensen asked Attorney Morris to address the concerns that Mark Ferrin had. Attorney Morris explained that he had talked to attorney Duncan, of the Incorporation recently and had learned that a group of lobbyists from the Ogden Valley were influencing legislators to hinder the Ogden Valley's incorporation efforts. There may have been a law passed in the last session that changed the requirements for the feasibility study.

TCM Hunter went over Ordinance 2024-3-21 and suggested they make a change in the zoning from open lands to shoreline. She stated that the Shoreline zone was less restrictive and fits better with the activities done on Forest Service lands. Attorney Bill Morris said he put "open lands" in the ordinance, but they were free to change it. Nikki Wolthuis, Town Clerk, made the changes.

Attorney Bill Morris also explained that annexing the Forest Service Lands into Huntsville Town will make it easier for law enforcement to know where they are and what court will handle the infractions.

Attorney Morris left the zoom meeting at 6:30 pm.

Lt. Cowley said that the deputies should know the boundaries, but the computer system may be showing the wrong information. The TC discussed the law enforcement contract that they have with Weber County and the contract the Forest Service has with the County. TCM Hunter stated that it seems there is only an advantage in annexing the Forest Service Lands into Huntsville Town.

TCM Sandy Hunter motioned to approve Ordinance 2024-3-21 with the change to the zoning in section 3 from “open lands” to “shoreline.”

Mr. Harwood pointed out that because the annexation boundaries extend out into the reservoir there will still be some issues with law enforcement trying to decide whether they are in Huntsville Town or Weber County when they are writing tickets. He expressed a hope that they would be able to work that out when the time comes. **TCM Powell made an amendment to the motion that they only consider annexing Cemetery Point and not any other Forest Service lands included in the original motion. There were no seconds to the motion.**

TCM Ahlstrom seconded the original 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		

7. Discussion and/or action on approval of Children’s Business Fair at Huntsville Park (Attachment #3)

Jamie Hilton, head of the Children’s Business Fair explained that they have held the fair for the past few years and every year the participation grows. More than 90% of the children who participate in the fair live in Ogden Valley. They have held it in Eden up to this point with Ogden Valley Library in Huntsville as their alternative location in case of rain. They felt it would be more convenient if they held the fair at Huntsville Park which is quite close to the library so that if the weather was bad the participants wouldn’t have to go far to set up again. The parking is better at Huntsville Park as well. They plan to have the fair close to the stage area. As organizers they don’t earn money from the fair. The fair will be held May 15th.

The TC discussed the May 11th Town Cleanup date. Mayor Sorensen explained that Mountain Luxury emailed the Town asking if they would join their valley-wide cleanup effort on April 20th

which coincides with Earth Day. TCM Powell expressed concern about a date so early in the year but said that if it was pouring rain they could reschedule.

TCM Hunter suggested that they charge a \$250 refundable cleanup fee for the fair so that if the park is not cleaned up after the event they can recoup the money they would need to clean or make repairs. Nikki asked if the Special Event Application needed to be changed but TCM Hunter said they would just deal with events on a case-by-case basis instead of changing the application.

TCM Hunter motioned to approve the Children’s Business Fair to be held at Huntsville Park on May 15, 2024 with a refundable \$250 cleaning 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			

8. Discussion and/or action on approval of Huntsville Park Summer Concert Series (See Attachment #4)

Seth Herway who is an Eden resident came to the Symphony concert last year in Huntsville Park and loved it. He and some other residents are wanting to have a regular concert series in Huntsville Park during the summer months. They are interested in forming a nonprofit to fund the concerts.

Mayor Sorensen explained that there were a group of residents in Town who don’t want any events at the park. There are others who would welcome such an event. TCM Hunter asked if they have thought of which entertainers they would pursue. Mr. Herway suggested local cover bands might be good. To fundraise for the concerts, they had an idea to hold a Christmas Market during the holiday season. Mayor Sorensen explained that because of money being spent on the construction of a new town hall Huntsville Town is not able to help fund this proposed concert series. TCM Hunter suggested that Mr. Herway contact Trish Painter from Mountain Arts and Music and Lindsey Ketcham, Huntsville Marathon and 4th of July organizer to coordinate the event. Mayor Sorensen suggested he look into a RAMP grant to help with funding.

TCM Ahlstrom motioned to approve the Huntsville Summer Concert Series conditional upon coordinating with the Town’s special events organizer with scheduled dates and paying a refundable event fee of \$250 per event. 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			

9. Discussion and/or action on Water Committee update (Attachment #5)

Ron Gault, water board chair, presented updates on Huntsville's water situation. There was a recent leak that cost the Town some good money. It's that time of year when the ground is thawing and freezing, and he expects there may be more in the coming days. The leak was on a connection hooked to the main line that was made by an outside source and was done cheaply. He proposed that a standard be set so that whether a resident uses the Town or another contractor to do the work in the future the work is done right.

Mr. Gault presented some changes to the fees associated with the water infrastructure and billing. The TC discussed at length how to treat cases of water users who were consistently late paying their bills.

TCM Powell had a question about water testing in Huntsville Town. He has a friend or neighbor in town who had an independent test on their water and found high levels of chlorine. Mr. Gault explained that they test various homes in the area regularly to make sure the water is safe for use. They have had people in the past who have complained about their chlorine levels being too high but when they visit the home to test it the levels are normal. Angie who works for Huntsville Water is happy to go to any home at no cost to check their water with her accurate water tester.

TCM Sandy Hunter motioned to accept Ron Gault's recommendations from the power point to write an ordinance to change Title 10, paragraphs 10.3B and 10.4D and create a resolution to change the water fees. TCM Ahlstrom seconded the motion. All votes Ayes. Motion passed 5-0.

10. Discussion and/or action on approval of Water Connection for Dennis McFarland (Attachment #6)

The TC discussed the history of the water line going through Mr. McFarland's property and why he wants another water connection. He wants to subdivide his property and would like another connection. TCM Hunter didn't think it was a good precedent to offer connections to out-of-town users.

TCM Powell motioned to deny the request for an out-of-town water connection for Dennis McFarland. TCM Sandy Hunter seconded the motion. All Votes Ayes. Motion passed.

The TC asked Nikki to write a letter to Dennis McFarland explaining that due to Huntsville's limited water supply and their commitment to provide water to undeveloped

land in Huntsville Town they are not able to offer an out-of-town water connection at this time.

11. Discussion and/or action on Appointment of Melissa Knowles as the new Town Treasurer(Attachment #7)

Mayor Sorensen explained that the treasurer position had been advertised for a couple of months and has finally been filled. Two qualified candidates applied and Melissa has been chosen.

TCM Ahlstrom motioned to approve Melissa Knowles as Huntsville Town treasurer. TCM Hunter seconded the motion. All Votes Ayes. Motion passed.

12. Discussion and/or action on approval of Resolution 2024-02-01 Solid Waste Flow Control (Attachment #8)

Earlier that day TCM Sandy Hunter called Val, the owner of Econowaste, and had a follow-up discussion on the issue. Val wasn't feeling good about the new facility. It's a few years away from completion anyway. He supports the Weber County transfer station and thinks Huntsville should go ahead and sign the Agreement. If at any time Huntsville wants to get out of the contract they can. They just have to give six months' notice. TCM Ahlstrom doesn't like it and sees the only reason to sign the contract is to make friends with the County Commissioners.

TCM Hunter motioned to approve Resolution 2024-02-01 Solid Waste Flow Control. TCM Powell seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 3-2

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

13. Discussion and/or action on approval of Ordinance 2023-12-14 Amending Title 15 A-3 Zone(Attachment #9)

TCM Hunter explained that the ordinance in the packet is outdated and the changes (in red) need to be made to the copy online. She went through and explained each change. A paragraph is being added about accessory dwelling units. They should only be used for less than 15 days by friends and family while the owner is present. TCM Powell laments the fact that people in the past were allowed to put bedrooms and bathrooms in accessory buildings and now there's an ordinance that says they can't use them as dwelling units. He sees an inconsistency. He counted dozens of these types of units in Town. TCM Johnson said even though there's an inconsistency if you don't have an ordinance then you can't enforce it. There would be more problems without it.

TCM Ahlstrom motioned to table Ordinance 2023-12-14 Amending Title 15 A-3 zone. TCM Hunter seconded the motion. All Votes Ayes. Motion passed.

15. Discussion and/or action on approval of minutes for Town Council Meeting March 7, 2024

TCM Ahlstrom motioned to approve the minutes for Town Council Meeting March 7, 2024. TCM Hunter seconded the motion. TCM Powell suggested some grammatical changes. Mayor Sorensen suggested a change to the spelling of a name. TCM Ahlstrom amended the motion to include the changes to the minutes. All Votes Ayes. Motion passed.

Department Updates

Mayor Sorensen said the best thing they ever did was hire Rex Harris to be the project manager of the new Town Hall and Community Center. He has been a “bulldog” and is working through the issues that come up from time to time.

TCM Ahlstrom wanted to comment on the federal government being “supreme.” He read a portion of the 6th article of the US Constitution that says that the federal government is not supreme to the states.

He reported on potholes that have been patched. There’s another section of road on 6900 East that needs to be repaired and he’s hoping he can get donations from nearby residents to help with the cost.

After attending an emergency preparedness meeting the night before he learned of some credible threats, and he would like to get an incident command post center organized in case there’s a need to warn residents. He would also like to get some cables put in the new Town Hall for an emergency radio service. The cables and antennae will be donated.

TCM Powell will have Lindsey Ketcham give an update on the 4th of July activities during the next meeting. He wanted to concentrate on cleaning up the park for the Town Cleanup Day on April 20th. He is still working to get the money from the Ogden Valley Park Board.

Mayor Sorensen motioned to close the meeting. There were no objections. Meeting adjourned by consent at 8:46 p.m.

Nikki Wolthuis, Town Clerk