

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING
Thursday, June 6, 2024, 6:00 p.m.
Huntsville Town Maintenance Shed, 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	Excused
Artie Powell	Council Member	Present
William Morris	Legal Counsel	Excused
Nikki Wolthuis	Clerk	Present

Citizens: Ron Gault- Water Board Chair, Liz Poulter, resident, Melissa Knowles, Huntsville Town Treasurer, Michael Tovar, Commander American Legion Post 129
Zoom: Mayor Sorensen and TCM Lewis Johnson.

1-TCM Bruce Ahlstrom called the meeting to order. There is a full quorum present.

2-Pledge of Allegiance led by TCM Powell

3-Opening Ceremony given by TCM Ahlstrom.

4-Public Comments: Liz Poulter who lives on 7700 E, spoke about the need for a noise ordinance on HWY 39 to prohibit Jake brakes. Big trucks use the noisy brakes as they slow down near the 500 S. intersection. She explained that some studies have concluded that traffic noise is unhealthy for children and can cause many issues. She also talked about being able to smell diesel fuel from these trucks from her house which is a block away from the hwy. The other idea she had was to erect an earthen berm at the back of the properties that border hwy 39. They could plant trees on top of the berm, and it would help quiet the noise from the hwy.

Commander Michael Tovar “Sarge” of American Legion Post 129 – introduced himself as the new commander of the Legion. He wanted to build on the good things that were done by the previous commander and keep a good relationship with the Town. He pointed out that it was the 80th anniversary of D-Day. He left his contact information and Mayor Sorensen promised him a t-shirt. **(Attachment #1)**

5- Sheriff’s Report: Lt. Butler talked briefly about Jake brakes being a braking system that they use on big trucks including the Sheriff’s armored vehicle. It helps heavy trucks stop quickly if necessary. There’s a switch that can turn off the brakes. He suggested talking to our attorney, Bill Morris, who has drafted a noise ordinance in his city, to make one for Huntsville Town. He also discussed the traffic control plan for the upcoming RAGNAR race.

Mayor Sorensen moved to close the regular meeting and begin the public hearing. TCM Powell seconded the motion. All votes aye.

PUBLIC HEARING

Melissa Knowles, Huntsville Town Treasurer, reviewed the amended budget for 2023-24 and the proposed budget for 2024-25 (See attachment #2) The discussion centered on revenue versus expenses. The building budget and other expenses for the coming year were discussed. TCM Powell discussed the expansion of the pickleball courts with funds generated by RAMP grants.

Ron Gault, Water Board Chair, went through the water fee resolution and explained each fee. The infrastructure fees were not included in the resolution and that mistake would need to be fixed.

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

6- Discussion and/or action on approval of proposed amended budget for the 2023-24 fiscal year
Mayor Sorensen motioned to approve the proposed amended budget for the 2023-24 fiscal year. TCM Powell seconded the motion. Roll call Vote. Votes Reflected below. Motion passed 4-0.

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

7. Discussion and/or action on approval of proposed budget for the 2024-25 fiscal year

Mayor Sorensen motioned to approve the proposed budget for the 2024-25 fiscal year. TCM Powell seconded the motion. Roll call vote. Votes reflected below. Motion passed 4-0.

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

8. Discussion and/or action on approval of the Utah State Tax Rate.

TCM Powell motioned to table the approval of the Utah State Tax Rate until they get further information. TCM Ahlstrom seconded the motion. All votes Ayes. Motion passed.

9. Discussion and/or action on approval of Ordinance 2024-04-17 (See Attachment #3)

TCM Powell motioned to approve Ordinance 2024-04-17 Water Connections. Mayor Sorensen seconded the motion. All votes Ayes. Motion passed

10. Discussion and/or action on approval of Resolution 2024-03-21 Water Fee schedule (See Attachment #4)

TCM Powell motioned to approve Resolution 2024-03-21 Amending the Huntsville Town fee schedule with the added infrastructure fees. Mayor Sorensen seconded the motion. Roll call vote. Votes reflected below. Motion passed 4-0.

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

11. Discussion and/or action on approval of Resolution 2024-05-15 Huntsville Town Recodification. (Attachment #5)

Mayor Sorensen motioned to approve Resolution 2024-05-15 Huntsville Town Recodification. TCM Powell seconded the motion. Roll call vote. Votes reflected below. Motion passed. 4-0.

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

12. Discussion and/or action on approval of Minutes for Town Council Meeting May 15, 2024, 2024 (Attachment #6)

TCM Ahlstrom had a minor clerical change and TCM Powell pointed out his vote should have said “no” on the water forgiveness case. Nikki noted the changes.

TCM Powell motioned to approve the Minutes with the changes for Town Council Meeting May 15, 2024. Mayor Sorensen seconded the motion. All votes Aye. Motion passed.

13. Discussion and/or action on approval of Minutes for Work Session May 15, 2024 (Attachment #7)

TCM Powell motioned to approve the minutes for Work Session May 15, 2024. Mayor Sorensen seconded the motion. All votes Ayes. Motion passed.

14. Discussion and/or action on approval of Resolution 2024-06-06 Ogden Valley MOU. (Attachment #8)

TCM Powell had some concerns about the MOU with Ogden Valley City. Knowing that the new city will be a bit larger than Huntsville Town and will include many employees, he worried that they would need quite a bit of office space and wasn't sure Huntsville would have room for them

in their new building. Mayor Sorensen explained that they probably wouldn't be using their offices. He said they could probably use some space in the basement for an office, but he foresees the building would be used just for the meetings.

TCM Powell motioned to approve Resolution 2024-06-06 Ogden Valley MOU. Mayor Sorensen seconded the motion. All votes Ayes. Motion passed.

15. Discussion and/or action on appointment of alternate Planning Commission member. (Attachment #9)

Mayor Sorensen discussed the need to appoint a new alternate for the Planning Commission. There were three good candidates, but after talking to the other Town Councilmembers **Mayor Sorensen motioned to appoint John Henderson as the new alternate Planning Commission member. TCM Alstrom seconded the motion. All votes Ayes. Motion passed.**

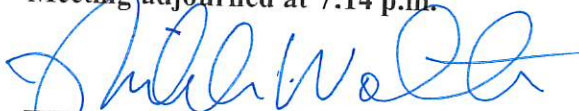
Department Updates

TCM Artie Powell said the 4th of July celebration planning was well underway. There would be an upcoming meeting on June 14th. He went through the list of events including the patriotic program, games, the Melodrama, vendors, breakfast and the fireworks. Mayor Sorensen and TCM Ahlstrom discussed microphones for the patriotic program and melodrama.

Ron Gault took a minute to explain that there was a lead and copper survey they must complete by October. The survey will be in the next water bill. They are hoping to get as many people as possible to volunteer to participate.

TCM Powell motioned to adjourn the meeting. TCM Ahlstrom seconded the motion. All votes Ayes. Motion passed.

Meeting adjourned at 7:14 p.m.



Nikki Wolthuis, Town Clerk



June 2, 2024

American Legion Post #129
604 S. 7800 E.
Huntsville, UT 84317

To whom it may concern,

Please be informed that as of the date of May 27, 2024 the new Post officers for the American Legion Post #129 in Huntsville, Utah are as follows.

Commander: Michael Tovar

First Vice: Larry Knudson

Adjutant: Anna Reo

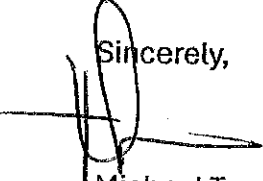
Financial Officer: Howard Ratcliff

Sgt. Of Arms: Chad Wixom

Chaplin: Robert Barnes

Please feel free to contact me if you have questions.

Sincerely,



Michael Tovar

Commander

American Legion Post #129

Huntsville, UT 84317 [REDACTED]

**SUMMARY FOR FISCAL YEAR ENDING JUNE 30, 2024
AS AMENDED JUNE 6, 2024**

General Fund

Revenue Items:

For the most part, revenues have been on par with what was budgeted.

- We received more income in taxes than previously expected
- We had less building permits income than expected
- We had more building inspection fees and zoning/subdivision fees to collect than expected
- The 1st Street Toll fee income was down a substantial amount (\$17,000 lower than budget)
- Interest earnings are \$25,000 higher than budgeted, however that will be lower next year as we tap into our PTIF funds

Expense Items:

- Admin wages were over budget as Beckki came back, and the town was paying both Kay and Melissa to be treasurer for a short time
- Office supplies include \$1100 for coding software for Beckki to use
- Operating supplies include added T-shirt expense and centennial street flags
- Planning and Zoning expenses have been up in conjunction with the raise in inspection and zoning/subdivision fee revenue
- The truck repair exceeded our budget by \$4000
- Wages for the parks are up more than expected as we added Mack
- Operating supplies for parks are getting raised \$1500 for playground upgrades/wood chips if needed this year still
- We had a lot of added cost in tree removal this year (10-64-601)

Capital Projects Fund

Revenue Items:

We had a few changes to the revenue received in the capital projects fund.

- \$220,000 federal grant was reversed
- Only \$400,000 of the \$640,000 RAMP grant is going to be received this year. The remainder will be billed and received in FY25.
- We received a generous donation of \$200,000

Expense Items:

Our main expense in the capital projects fund is the building of Town Hall. We have paid \$1,200,000 this year to far. We have exceeded the original budget, and since we are not sure exactly how much of the remainder will be paid before June 30, we are including ample funds to cover Maddox bills that may come in to be paid in FY24.

July 4th Fund

In the past, the July 4th has always been an expense to the town, however, with the hiring of event coordinator, Lindsey Ketcham, we are hoping it will cost the town less than it has historically.

Water Fund

Revenue Items:

Most water revenue accounts for the year are on budget, except for waste service, water service, and interest earnings, which are much higher than expected.

Expense Items:

Operating supplies, Repair of Grounds, and Repair of Equipment account for most of the differences.

- Operating Supplies - ARPA funds and the hiring of Thom Summers
- Repair of Grounds – used to fix miscellaneous water leaks
- Repair of Equipment – ARPA funds and hardware upgrade at water plant

**SUMMARY FOR FISCAL YEAR ENDING JUNE 30, 2025
PROPOSED ON JUNE 6, 2024**

General Fund

Revenue Items:

I expect revenues to be very similar to FY24, with the exception of interest earnings going down as we use our PTIF funds to help pay for Town Hall. (They may be lower than the budget spreadsheet shows, depending on how quickly those funds are used.)

Expense Items:

- Hopefully our budget for admin wages will be a more accurate estimate this year.
- I am guessing for the cost of Town Hall utilities. (I used old Town Hall utilities and doubled it, but it can be changed as the year goes on.)
- I increased admin office supplies to give a small budget for additional things needed at the new Town Hall
- Parks include additional funds for playground updates and added expense for the park concerts

Capital Projects Fund

Revenue Items:

- \$250,000 from the state legislature to be received sometime following July 2024
- \$248,000 will be able to be billed and received from RAMP for community center
- Hoping on another \$300,000 donation

Expense Items:

- \$30,000 for the start of the pickleball court expansion
- \$10,000 for a new mower for the cemetery
- \$14,000 for chairs for Town Hall (which is paid for by a grant)
- \$4500 includes new computers that may be needed and new financial software

July 4th Fund

Without knowing the difference Lindsey Ketcham will be able to make on the July 4th celebration this year, I am guessing July 4th next year will be similar, but we would like it to be less of a cost on the town

Water Fund

Revenue Items:

I'm anticipating revenues for next year to be very similar to this year

Expense Items:

I am budgeting similar expenses for the year, but as the year goes on, changes may need to be made to them

Budget Worksheet

Account Number	Account Title	FY2024 YTD Actual	Approved Budget FY2024	Amended Budget FY2024	Proposed Budget FY2025
GENERAL FUND - REVENUE					
10-30-100	General Property Tax	114,318.18	105,000.00	115,100.00	120,000.00
10-30-101	Personal Property Tax	218.49		1,500.00	1,500.00
10-30-102	Prior Year Delinquent Tax	7,348.06	6,800.00	8,350.00	8,500.00
10-30-103	Fee in Lieu of Property Tax	2,456.11	2,500.00	5,000.00	5,000.00
10-31-100	General Sales & Use Tax	142,462.43	170,000.00	175,000.00	175,000.00
10-31-103	Highway Transit Tax	13,704.44	16,000.00	17,000.00	17,000.00
10-31-104	Telecommunication Tax	2,245.99	2,600.00	2,750.00	2,800.00
10-31-105	Transient Room Tax	14,432.26	18,000.00	18,000.00	18,000.00
10-32-200	Business licenses and permits	3,241.00	3,800.00	3,800.00	3,800.00
10-32-201	Other Licenses/Permits	450.00	0.00	1,000.00	1,000.00
10-32-202	Excavation Permit Fee	3,450.00	200.00	3,500.00	3,000.00
10-32-203	Building - Permits	33,631.19	50,000.00	40,000.00	40,000.00
10-33-302	State Grants				
10-33-303	Local Grants (Ramp)	0.00	5,000.00	0.00	25,000.00
10-33-304	B & C Road Funds	41,401.31	58,000.00	63,000.00	65,000.00
10-34-400	Building Inspection Fees	10,637.50	1,000.00	12,000.00	12,000.00
10-34-401	Building Impact Fees	0.00	0.00	0.00	
10-34-402	Zoning & Subdivision Fees	6,882.00	500.00	8,000.00	8,000.00
10-34-403	Miscellaneous Fees	2,154.90	0.00	2,200.00	2,500.00
10-34-404	Landfill Fees	789.00	450.00	850.00	1,000.00
10-34-405	History Dept Fees	0.00	0.00	0.00	
10-34-406	First Street Toll Fee	52,710.68	70,000.00	53,000.00	53,000.00
10-35-501	Court Fines	2,592.00	12,000.00	4,000.00	4,000.00
10-36-601	Interest earnings	56,242.62	40,000.00	65,000.00	50,000.00
10-36-606	Rentals	0.00			1,000.00
10-36-607	Contributions	0.00	0.00	0.00	
10-37-703	Gain on Sale of Fixed Assets	0.00	0.00	0.00	0.00
10-38-402	Cemetery Burial Permits	10,150.00	12,000.00	12,000.00	12,000.00
10-38-404	Cemetery Plot Sales	11,775.00	20,000.00	15,000.00	12,000.00
10-38-405	Cemetery Perpetual Care	0.00	0.00	0.00	0.00
10-38-601	Interest Earnings-Cem Perp Care	0.00	0.00	0.00	0.00
10-39-402	Park Fees	7,427.80	5,000.00	7,500.00	6,500.00
10-39-404	Park Concession Sales	536.47	0.00	540.00	550.00
10-39-603	Park Donations	6,707.53	5,000.00	6,750.00	6,750.00
TOTAL GENERAL FUND REVENUE		547,964.96	603,850.00	640,840.00	654,900.00

Budget Worksheet

Account Number	Account Title	FY2024 YTD Actual	Approved Budget FY2024	Amended Budget FY2024	Proposed Budget FY2025
GENERAL FUND EXPENDITURES					
10-40-101	Wages - Administration	77,600.15	64,000.00	92,000.00	80,000.00
10-40-102	Payroll Tax Expense - All	6,372.46	5,000.00	8,000.00	6,200.00
10-40-200	Administration - general	9,603.33	9,000.00	13,000.00	20,000.00
10-40-201	Professional Services	27,879.50	130,000.00	37,500.00	37,500.00
10-40-202	Public Safety	70,044.00		95,000.00	95,000.00
10-40-203	Insurance	20,608.79	26,000.00	26,000.00	28,000.00
10-40-204	Advertising / Public Notices	0.00	0.00		
10-40-205	Awards and Promotions	4,408.92	6,500.00	5,000.00	5,000.00
10-40-209	Travel, Education, Training	1,324.36	2,500.00	2,000.00	2,000.00
10-40-210	Bank Charges	50.32	250.00	150.00	150.00
10-40-301	Utilities-Town Hall Water	693.00	850.00	1,000.00	1,800.00
10-40-302	Utilities-Town Hall Natural Ga	556.92	750.00	750.00	1,000.00
10-40-303	Utilities-Town Hall Electricit	225.41	300.00	300.00	1,000.00
10-40-304	Utilities-Town Hall Telecom	1,203.18	1,600.00	1,600.00	2,500.00
10-40-500	Supplies/Materials	294.40	650.00	650.00	650.00
10-40-501	Office Supplies	14,996.01	15,000.00	23,000.00	25,000.00
10-40-502	Operating Supplies	3,123.41	3,500.00	7,500.00	4,000.00
10-40-504	Books, Pub, Subscriptions	882.50	600.00	1,000.00	1,000.00
10-40-601	Repair/Maintenance - Property	2,041.31	3,000.00	3,000.00	4,500.00
10-40-602	Repair/Maintenance - Building	0.00	0.00	0.00	0.00
10-40-604	Repair/Maintenance - Machine & Equip	0.00	0.00	0.00	0.00
10-46-402	State Surcharge-Building Permi	270.63	250.00	400.00	400.00
10-46-403	Building Inspection expense	18,051.00	24,000.00	24,000.00	24,000.00
10-46-404	Planning & Zoning expense	19,369.36	500.00	24,000.00	24,000.00
10-48-302	Utilities - Leased Property Nat Gas	0.00	0.00	0.00	0.00
10-48-303	Utilities - Leased Property Electric	0.00	0.00	0.00	0.00
10-50-301	Utilities-History Water	495.00	650.00	675.00	180.00
10-50-302	Utilities-History Natural Gas	512.04	700.00	650.00	150.00
10-50-303	Utilities-History Electricity	181.76	250.00	250.00	60.00
10-50-304	Utilities-History Telecom	321.30	250.00	450.00	150.00
10-50-500	Materials History Museum	488.97	500.00	500.00	500.00
10-50-602	Repair/Maintenance - Building History Ctr	0.00	500.00	500.00	500.00
10-50-603	Repair/Maintenance - Town Cabin	0.00	8,000.00	0.00	0.00
10-54-101	Wages - Roads	14,658.30	23,000.00	20,000.00	23,000.00
10-54-102	Payroll Tax Expense - Roads	1,121.41	1,700.00	1,800.00	1,800.00
10-54-209	Education	500.00	0.00	500.00	100.00
10-54-301	Utilities - Roads Water	495.00	650.00	700.00	700.00
10-54-302	Utilities - Roads Natural Gas	3,036.44	4,000.00	3,900.00	3,600.00
10-54-303	Utilities - Roads Electricity	3,016.82	3,300.00	3,800.00	3,300.00
10-54-502	Operating Supplies - Roads	8,710.21	20,000.00	15,000.00	20,000.00
10-54-505	Road Repair Material	44,558.75	85,000.00	85,000.00	60,000.00

Edited 6/3/24

Budget Worksheet

Account Number	Account Title	FY2024 YTD Actual	Approved Budget FY2024	Amended Budget FY2024	Proposed Budget FY2025
10-54-602	Repair/Mtnce Bldgs - Road	497.98	500.00	650.00	650.00
10-54-604	Repair/Mtnce Mach/Equip - Road	4,741.94	4,000.00	8,000.00	2,500.00
10-54-805	Capital-Machinery/Equip Roads	0.00	0.00	0.00	0.00
10-64-101	Wages - Parks	13,838.00	13,000.00	17,000.00	17,000.00
10-64-102	Payroll Tax Expense - Parks	1,058.65	975.00	1,350.00	1,350.00
10-64-301	Utilities - Parks Water	4,391.24	6,000.00	5,800.00	6,000.00
10-64-302	Utilities - Parks Natural Gas	597.80	750.00	800.00	1,000.00
10-64-303	Utilities - Parks Electricity	1,605.02	2,000.00	2,100.00	2,300.00
10-64-502	Operating Supplies - Parks	4,687.23	5,000.00	6,500.00	7,500.00
10-64-503	Food & Entertainment	268.00		400.00	7,500.00
10-64-601	Repair/Maintenance - Parks Pro	37,832.25	10,000.00	48,000.00	48,000.00
10-64-805	Capital Outlay-Parks Equip	0.00	1,000.00	0.00	0.00
10-66-101	Wages - Cemetery	11,707.86	14,000.00	14,500.00	14,500.00
10-66-102	Payroll Tax Expense - Cemetery	490.19	1,050.00	650.00	1,100.00
10-66-301	Utilities - Cemetery Water	495.00	1,600.00	1,500.00	1,600.00
10-66-303	Utilities - Cemetery Electric	1,269.65	1,200.00	1,600.00	1,600.00
10-66-501	Office Supplies - Cemetery				
10-66-502	Operating Supplies-Cemetery	1,036.07	4,000.00	3,000.00	4,000.00
10-66-601	Repair/Maintenance - Cemetery	8,441.51	10,000.00	10,000.00	12,000.00
10-67-101	Wages - Landfill	2,898.52	2,400.00	2,400.00	2,400.00
10-67-102	Payroll Tax Expense - Landfill	221.73	175.00	200.00	200.00
10-67-502	Operating Supplies-Landfill	899.99	100.00	1,000.00	100.00
10-67-601	Repair/Mtnce-Landfill Prop	846.60	600.00	1,000.00	600.00
10-67-604	Rep/Mtnce-Landfill Mach/Equip	0.00	100.00	100.00	100.00
10-80-101	Wages - Secondary Water	2,107.11			
10-80-102	Payroll Tax Expense - Secondar	161.25			
10-80-501	Office Supplies-Secondary Wate	862.00			
10-80-502	Operating Supplies - Secondary Water	366.21			
10-80-606	Repair/Mtnce-Secondary Propert	0.00			
TOTAL GENERAL FUND EXPENDITURES		459,016.76	521,200.00	626,125.00	609,740.00
NET TOTAL GENERAL FUND		88,948.20	82,650.00	14,715.00	45,160.00

Budget Worksheet

Account Number	Account Title	FY2024 YTD Actual	Approved Budget FY2024	Amended Budget FY2024	Proposed Budget FY2025
CAPITAL PROJECTS FUND					
30-33-301	Federal Capital Grants	0.00	220,000.00	0.00	0.00
30-33-302	State Capital Grants	0.00			250,000.00
30-33-303	Local Capital Grants - Ramp	397,807.00	640,000.00	400,000.00	250,000.00
30-36-601	Interest Earnings	16,412.76	10,000.00	22,000.00	10,000.00
30-36-602	Donations - Town Hall Construction	255,533.12	50,000.00	255,000.00	550,000.00
30-36-603	Misc Donations	0.00	0.00	0.00	0.00
30-37-703	Sale of Fixed Assets	0.00	0.00	0.00	0.00
TOTAL CAPITAL FUND REVENUE		669,752.88	920,000.00	677,000.00	1,060,000.00
30-42-801	Capital Outlays-Town Hall	1,133,742.29	1,000,000.00	2,500,000.00	500,000.00
30-42-802	Capital Outlays-Buildings	7,802.00	0.00	8,000.00	0.00
30-42-803	Capital Outlays-Infrastructure	0.00	20,000.00	0.00	31,500.00
30-42-805	Capital Outlays-Machinery/Equi	0.00	0.00	0.00	24,000.00
30-42-806	Capital Outlay-Software	0.00	2,500.00	2,500.00	4,500.00
30-42-807	Capital Outlays-Other	0.00	10,000.00	0.00	0.00
30-99-800	Closing Costs	0.00	0.00	0.00	0.00
TOTAL CAPITAL FUND EXPENDITURES		1,141,544.29	1,032,500.00	2,510,500.00	560,000.00
NET TOTAL CAPITAL FUND		-471,791.41	-112,500.00	-1,833,500.00	500,000.00
JULY 4TH FUND					
40-33-303	Local Capital Grants	0.00	0.00	0.00	0.00
40-34-402	Fees	1,467.12	650.00	1,500.00	1,500.00
40-34-404	Concessions	2,523.10	2,000.00	2,600.00	2,600.00
40-34-405	Fun Run - Holding	941.87	0.00	1,000.00	1,000.00
40-36-601	Interest Earnings	0.00	0.00		
40-36-603	Donations	1,000.00	1,000.00	1,000.00	1,000.00
TOTAL JULY 4TH REVENUE		5,932.09	3,650.00	6,100.00	6,100.00
40-44-101	Wages - July 4th	0.00	250.00	250.00	250.00
40-44-102	PR tax - July 4th	0.00	20.00	20.00	20.00
40-44-205	Awards & Promotions	0.00	100.00	100.00	100.00
40-44-305	Waste & Disposal	986.00	2,300.00	2,000.00	2,000.00
40-44-402	Sales Tax Expense	253.94	150.00	255.00	200.00
40-44-403	License and Permits	40.00	0.00	40.00	40.00
40-44-502	Operating Supplies	3,109.15	3,500.00	9,000.00	9,000.00
40-44-503	Food and Entertainment	2,483.73	7,000.00	7,983.73	12,000.00
TOTAL JULY 4TH EXPENSE		6,872.82	13,320.00	19,648.73	23,610.00
NET JULY 4TH FUND		-940.73	-9,670.00	-13,548.73	-17,510.00

Budget Worksheet

Account Number	Account Title	FY2024 YTD Actual	Approved Budget FY2024	Amended Budget FY2024	Proposed Budget FY2025
WATER FUND					
50-33-302	State Grants	0.00	0.00	0.00	0.00
50-33-303	ARPA Funds	0.00	0.00	0.00	0.00
50-34-201	Water Connection Fees	0.00	10,000.00	10,000.00	10,000.00
50-34-204	Water Meter Fees	700.00	1,000.00	1,000.00	1,000.00
50-34-404	Waste Service, Est 6k per mth	65,330.89	65,000.00	75,000.00	75,000.00
50-34-405	Water Service, Est 25k per mth	259,982.35	255,000.00	315,000.00	315,000.00
50-35-506	Penalties and Interest, Est \$150 per mth	1,503.03	950.00	1,800.00	1,100.00
50-36-600	Miscellaneous Revenue	668.20	650.00	700.00	700.00
50-36-601	Interest Earnings	13,050.21	5,000.00	17,500.00	18,000.00
TOTAL WATER FUND REVENUE		341,234.68	337,600.00	421,000.00	420,800.00
50-41-101	Wages Water	24,234.20	33,000.00	33,000.00	33,000.00
50-41-102	PR Taxes Water	1,853.87	2,500.00	2,500.00	2,500.00
50-41-201	Professional Services	26,226.22	25,000.00	30,000.00	20,000.00
50-41-202	Technical Services	1,940.00	1,800.00	2,600.00	2,600.00
50-41-204	Advertising/Public Notices	0.00	0.00	0.00	0.00
50-41-209	Travel, Education, Training	855.08	900.00	900.00	900.00
50-41-300	Utility Service - Hookup	0.00	0.00	0.00	0.00
50-41-302	Utilities-Natural Gas	1,643.57	2,400.00	2,400.00	2,400.00
50-41-303	Utilities-Electricity	2,022.84	3,000.00	3,000.00	3,000.00
50-41-304	Utilities-Telecommunication	1,323.10	1,850.00	1,800.00	1,800.00
50-41-305	Waste and Disposal, Est 4k per mth	57,919.85	58,000.00	80,000.00	80,000.00
50-41-306	Water Rights/Shares	10,782.97	12,000.00	12,000.00	12,000.00
50-41-501	Office Supplies	3,824.24	2,500.00	4,300.00	4,000.00
50-41-502	Operating Supplies	26,838.74	10,000.00	40,000.00	30,000.00
50-41-504	Books, Pub, Subscriptions	2,500.00	3,500.00	3,500.00	3,500.00
50-41-601	Repair/Mtnce Grounds	72,121.83	80,000.00	100,000.00	70,000.00
50-41-604	Repair/Mtnce Machinery/Equip	11,955.30	100.00	16,000.00	500.00
50-41-702	Debt Service Interest Expense	15,519.40	17,000.00	16,000.00	14,000.00
50-41-703	Debt Service Fees	0.00	0.00	0.00	0.00
50-41-800	Depreciation	0.00	0.00	0.00	0.00
50-41-803	Infrastructure Capital Expense -	26,606.69	25,000.00	28,000.00	11,000.00
TOTAL WATER FUND EXPENSE		288,167.90	278,550.00	376,000.00	291,200.00
NET WATER FUND		53,066.78	59,050.00	45,000.00	129,600.00
CEMETERY PERPETUAL CARE FUND					
70-36-601	Interest Earnings	15,367.79		18,000.00	18,500.00
70-38-202	Burial Permits	10,150.00		12,000.00	12,000.00
70-38-404	Cemetery Plot Sales	11,925.00		15,000.00	12,000.00
NET CEMETERY PERPETUAL CARE FUND		37,442.79	0.00	45,000.00	42,500.00

HUNTSVILLE TOWN
ORDINANCE 2024-4-17

AN ORDINANCE OF HUNTSVILLE TOWN, UTAH, WITH VARIOUS
AMENDMENTS TO TITLE 10.3 REGARDING WATER CONNECTIONS TO
THE CULINARY WATER SYSTEM

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

WHEREAS, the Town has need to establish a standard of quality for installation of all water meter, water meter boxes, lids and water line connection regardless of the work done on private home or businesses;

NOW, THEREFORE, be it ordained 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 *Huntsville Municipal Code* is hereby amended to read as follows:

10.3

B. Huntsville Town will install water meters, water meter boxes and lids. Huntsville Town will either make the connection and install the necessary line from the water meter to the water system main line for a fee or inspect the connection prior to backfilling. Any installation will also include inspection, backfilling, and repair to streets disturbed during construction.

D. It shall be unlawful for any person to make any connection with the Huntsville Town Culinary Water System, unless said person is an authorized contractor or a Huntsville Town employee.

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.

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

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

RICHARD SORENSEN, Mayor

ATTEST:

NIKKI WOLTHUIS, Clerk-Recorder

RECORDED this 17th day of April, 2024.
PUBLISHED OR POSTED this 17th day of April, 2024.

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 the foregoing ordinance was duly passed and published, or posted at 1) Huntsville Town Office Building, 7381 East 200 South, Huntsville, 2) www.huntsvilletown.com and 3) Utah Public Notice Website on the above referenced dates.

Potential Amendment To Title 10.3

- 10.3.B - “Huntsville Town will ~~then~~ install ~~the~~ water meters, ~~and~~ water meter boxes and lids. Huntsville Town will ~~also~~ either make the connection and install the necessary line from the water meter to the water system main line for a fee or inspect the connection prior to backfilling. ~~Such~~ Any installation will also include inspection, backfilling, and repair to streets disturbed during construction.”
- 10.4.D. – “It shall be unlawful for any person to make any connection with the Huntsville Town Culinary Water System, unless said person is an authorized contractor or a ~~working for~~ Huntsville Town employee.”



Resolution NO: 2024.3.21

A RESOLUTION AMMENING THE HUNTSVILLE TOWN FEE SCHEDULE

RECITALS

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

WHEREAS, it has become necessary to adjust certain fees as well as wording in the Huntsville fee schedule.

Whereas, the Town found it necessary to adjust fees to align with current market prices.

THEREFORE, BE IT RESOLVED BY THE HUNTSVILLE TOWN COUNCIL, WEBER COUNTY, UTAH, THAT THE FOLLING CHANGES, AS UNDERLINED OR STRIKKEN, SHALL BE MADE TO THE FEE SCHEDULE:

Section 1: **Repealer.** This resolution supersedes any and all previously adopted culinary water fees and shall not make invalid any other fees associated with culinary water.

Section 2: **Amendment.** The Huntsville Town culinary water rates are amended as follows:

1. Culinary Water System Infrastructure Fee (Huntsville Town) \$7,500
 Culinary Water System Infrastructure Fee (Out of Town) \$30,000

2. Culinary Water Meter ~~-(3/4" meter*)~~ - Actual cost of meter

3. Town Performed Culinary Connection (Main to Meter) - \$3000.00 (on the same side of the street as the main line, \$6,000.00 (opposite side of the street as the main line, when road work is required)

Non-Town Performed Culinary Water Connection (Main to Meter) Inspection - \$150

4. Water Turn Off - \$ 75 Water Turn On - \$ 75

5. Meter Removal - \$150 Meter Install - \$150

6. Late Fee - 10% per month of the of the total bill, up to a maximum accumulation of \$50

7. Returned ed Check - \$30

8. Water Fees for Construction or Water Companies - \$50 per 1,000 gallons and \$25 for each additional 1,000 gallons

Votes	Ayes	Nays	Excused	Recused
Mayor Sorensen				
CM Hunter				
CM Ahlstrom				
CM Powell				
CM Johnson				

PASSED AND ADOPTED by the Town Council on this June 6th, 2024.

Richard L. Sorensen, Mayor

ATTEST:

Nikki Wolthuis, Clerk

**HUNTSVILLE TOWN
RESOLUTION 2024-05-15
CODIFICATION SERVICES**

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, APPOINTING
TOWN STAFF AND CIVICLINQ COMPANY TO PROVIDE
CODIFICATION AND REVISION SERVICES TO HUNTSVILLE TOWN
FOR THE HUNTSVILLE MUNICIPAL CODE.**

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

WHEREAS, *Utah Code Annotated* §10-3-707 grants to the Town power to codify ordinances into a Municipal Code and states: "[a]ny municipality is hereby empowered to revise, codify and compile from time to time and to publish in book, pamphlet or looseleaf form all ordinances of the municipality of a general and permanent character and to make such changes, alterations, modifications, additions, and substitutions therein as it may deem best to the end that a complete simplified code of the ordinances then enforced shall be presented, but with errors, inconsistencies, repetitions, and ambiguities therein eliminated."

WHEREAS, *Utah Code Annotated* §10-3-706 states that "[t]he governing body by resolution may authorize and direct the mayor to appoint, with the advice and consent of the governing body, one or more persons to prepare and submit to the governing body a compilation, revision or codification of municipal ordinances. The compensation for the service shall be fixed by resolution of the governing body and paid out of the municipal treasury."

WHEREAS, *Utah Code Annotated* §10-3-708 authorizes the Town to arrange its ordinances stating: "[t]he ordinances in the revision, codification and compilation shall be arranged in such order as the governing body may decide and may exclude the titles, enacting clauses, signatures of a mayor or mayor pro tempore of the governing board, attestations, and other formal parts..."

WHEREAS, *Utah Code Annotated* §10-3-709 states that: "[s]uch revision shall be by one ordinance embracing all ordinances of a general and permanent character preserved as changed or added to and perfected by the revision, codification and compilation and shall be a repeal of all ordinances in conflict with the revision, codification and compilation, but all ordinances then enforced shall continue in force after the revision, codification and compilation for the purpose of all rights acquired, fines, penalties and forfeitures and liabilities incurred and actions therefor."

WHEREAS, the Town desires to establish permissions and authorizations for codification of the municipal code;

WHEREAS, the Mayor recommends the appointment of CIVICLINQ to revise and codify the Huntsville Municipal Code, in conjunction with the Town Staff;

NOW, THEREFORE, be it resolved by the Town Council of Huntsville Town, Utah:

Section 1: Appointment. Based upon the recommendation of the Mayor, the Town Council, acting as the governing body, hereby appoints and designates CIVICLINQ, in conjunction with the Town Staff, to provide revision and codification services to the Town for the Huntsville Municipal Code.

Section 2: Codification. CIVICLINQ, along with Town Staff, is hereby delegated authority with regards to the Huntsville Municipal Code and in accordance with *Utah Code Annotated* §10-3-707 "to make such changes, alterations, modifications, additions, and substitutions therein as it may deem best to the end that a complete simplified code of the ordinances then enforced shall be presented, but with errors, inconsistencies, repetitions, and ambiguities therein eliminated."

This includes, but is not limited to modifying, reorganizing, and/or renumbering the Huntsville Municipal Code as needed to eliminate errors, inconsistencies, repetitions, and ambiguities; and to make additional changes, alterations, modifications, additions, and substitutions therein as it may deem best to the end that a complete simplified code of the ordinances then enforced may be presented to the Town Council for approval.

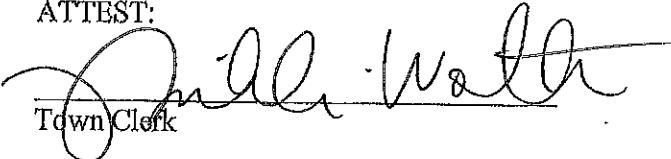
Section 3: Compensation. CIVICLINQ is hereby compensated as provided in the Agreement in Exhibit "A" hereby approved and attached hereto and incorporated herein by this reference for the services provided.

Section 4: Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Town Council on this 6 day of June, 2024.


Mayor

ATTEST:


Town Clerk

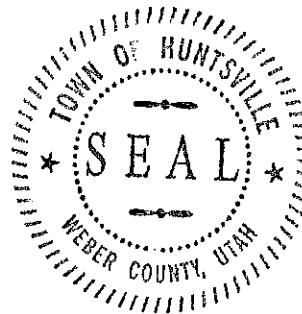


EXHIBIT A

civiclInQ SUBSCRIPTION SERVICE AGREEMENT

This Subscription Services Agreement (the "Agreement") is between Jones & DeMille Engineering, Inc. ("Company") and the subscriber identified in the accompanying Order ("Subscriber") or Subscriber's Authorized User (as defined below). "You" means either Subscriber or an Authorized User, as applicable.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCEPTING IT. THIS AGREEMENT GOVERNS THE USE OF THE SUBSCRIPTION SERVICE AND HOSTED SOFTWARE PROVIDED BY COMPANY TO SUBSCRIBER UNDER THE ORDER SIGNED OR AGREED TO BY SUBSCRIBER. BY AGREEING TO THE ORDER, YOU ARE INDICATING YOUR ACCEPTANCE OF THIS ENTIRE AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT AGREE TO THE ORDER.

If you are an employee or other individual staff of the Subscriber (In other words, an Authorized User), you are also required to accept this Agreement and abide by the Subscriber's obligations, except that any terms relating to Subscriber's payment obligations do not apply to you as an individual Authorized User. Company's warranties and other commitments under this Agreement apply only to the Subscriber, not to Authorized Users.

This Agreement is effective as of the date Subscriber signs the Order (the "Effective Date") (or in the case of an Authorized User, when such person accepts this Agreement electronically). The person accepting the Order and this Agreement on behalf of Subscriber represents that he or she has the authority to bind such entity to these terms and conditions.

Company has developed a subscription service to provide online access to a municipality or other jurisdiction's statutory code, together with the option to codify Subscriber's existing ordinances and upload ordinances online, and other content and materials provided by Company on its website or otherwise. Subscriber desires to obtain rights to use the subscription service to host Subscriber's statutory code, and Company desires to grant such rights to Subscriber, subject to the terms and conditions of this Agreement.

In consideration of the mutual covenants and agreements set forth herein, the sufficiency of which are hereby acknowledged, Company and you agree as follows:

AGREEMENTS:

1. General Definitions.

- (a) "Authorized Users" means individual employees and staff of Subscriber who are authorized by Subscriber to access and use the Subscription Service to upload, update and modify Subscriber's Code. Authorized Users may use the Subscription Service solely for Subscriber's own internal business purposes.
- (b) "Code" means Subscriber's own statutory code and/or ordinances, including any modifications thereto made by Subscriber during the Term.
- (c) "Confidential Information" means Company's pricing, Subscriber's payment card data, either party's non-public business and technology information, the Software, trade secrets, any written materials marked as confidential and any other information which reasonably should be understood to be confidential. Confidential Information excludes information that the receiving party can document:
 - (i) is or becomes generally available to the public without fault of the receiving party;
 - (ii) was rightfully in the receiving party's possession prior to its disclosure by the other party;
 - (iii) is

Independently developed without the use of any Confidential Information of the disclosing party; or (iv) is obtained without obligation of confidentiality from a third party who has the right to disclose it. The receiving party also may disclose Confidential Information to the extent required under a judicial or legislative order or proceeding or as necessary to comply with any open records act or other freedom of information law or regulation; provided that it gives the disclosing party, if legally permissible, reasonable prior notice and an opportunity to respond or object to the disclosure.

- (d) "Documentation" means Company's online user instructions and/or manual for the Subscription Service, as updated by Company from time to time.
 - (e) "Malicious Code" means any virus, worm, trap door, back door, snoopware, spyware, malicious logic, Trojan horse, time bomb or other malicious software functionality that would intentionally erase or render the Subscription Service unusable or intentionally interfere with the use of the Subscription Service or an Authorized User's computer system or software.
 - (f) "Modifications" means updates, upgrades, patches, improvements, enhancements, bug fixes, additional features, and other modifications to the Software or Subscription Service.
 - (g) "Order(s)" means the electronic or written documents for placing orders hereunder for Subscriber's rights and access to the Subscription Service, or for any other Services of Company, such as codification and ordinance online upload. Orders are subject to acceptance by Company. Orders are incorporated into this Agreement by reference, except as provided in Section 14(a).
 - (h) "Service(s)" means technical support, Software maintenance, and other services offered by Company as part of or in connection with the Subscription Service, as well as training, consulting or other professional services for which Company may offer and charge a fee.
 - (i) "Software" means the Company software that Company will make available to you as part of the Subscription Service, including Modifications. Software will be provided to you only through online access as part of the Subscription Service.
 - (j) "Subscription Service" means the civiclinQ subscription service providing online access to the hosted Software, and any related products and Services offered by Company that are made available online, including any associated offline components, as described in the Documentation. The Subscription Service will be hosted either on Company servers or the servers of a third party that in the business of hosting web- or cloud-based software applications.
 - (k) "Term" means the Initial Term of this Agreement together with any and all Renewal Terms, as those terms are defined in Section 7(a).
2. Grant of Rights. During the Term, Company grants Subscriber a non-exclusive, non-transferable right to access and use the Subscription Service and Software on Company's website, including an option to codify and upload Subscriber's Code to the Subscription Service and modifying the Code as needed, and solely for use by Authorized Users. Once the Code is uploaded and published on the Subscription Service by Subscriber or Company and published by Subscriber, the public will have the ability to view the Code online during the Term, through a link to Company's website that Subscriber may place on its website.
3. Limitations and Conditions. Subscriber's and its Authorized Users' use of the Subscription Service is subject to the following terms and limitations:
- (a) Use of Subscription Service. Use of the Subscription Service and Software is limited to Subscriber's own internal business purposes. Subscriber is granted the right to authorize Authorized Users to access and use the Subscription Service and related materials made available as part of the Subscription Service by Company. Authorized Users may use the Subscription Service only for the benefit of Subscriber. Each Authorized User must also accept this Agreement when first accessing the Subscription Service. Subscriber and Authorized Users are authorized to use the Software only as part of the Subscription Service, except as otherwise specifically set forth in this Agreement.

- (b) Free Trial Terms. If Subscriber registers for a free trial of the Subscription Service, Company will make the Subscription Service available to you on a trial basis free of charge until the end of the free trial period specified on the trial registration web page. Additional terms and conditions may appear on such registration page. DURING THE FREE TRIAL PERIOD, THE SUBSCRIPTION SERVICE IS PROVIDED "AS IS," WITHOUT ANY WARRANTIES OF ANY KIND, NOTWITHSTANDING SECTION 10. Any data you enter into the Subscription Service during the free trial period will be permanently lost unless you purchase a subscription to the same service or upgraded service, before the end of the trial period.
- (c) Modifications. Subscriber acknowledges and agrees that the Subscription Service, Company's website, the Software and other materials provided by Company may be updated and changed from time to time with Modifications, in Company's sole discretion.
- (d) Proprietary Rights Notices. Subscriber shall not remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded by Company on or in the Subscription Service or related Documentation.
- (e) Restrictions. Subscriber and Authorized Users will not:
- use the Subscription Service for any unauthorized Site or business, including for the benefit of any third party business;
 - modify or create derivative works of the Subscription Service or Software;
 - use the Subscription Service or Software to develop a competitive product or service, or copy any features, functions or graphics of the Subscription Service, Software or Company's website, or allow a direct competitor of Company to access the Subscription Service through Subscriber's or its Authorized Users' accounts;
 - reverse engineer, disassemble, decompile or otherwise attempt to derive source code, trade secrets, algorithms, programming methods or Confidential Information from the Software or Subscription Service, except to the extent expressly permitted by applicable law;
 - upload any content that contains any libelous or unlawful material or any materials or instructions that may cause harm or injury, or violates any person's right of privacy or any copyright, trademark, or other intellectual property rights;
 - use the Subscription Service in any manner which could damage, disable, overburden, or impair the Subscription Service or interfere with any other party's use and enjoyment of the Subscription Service;
 - obtain or attempt to obtain any materials or information on or through the Subscription Service through circumventing any access or use restrictions or by any other unauthorized methods, such as hacking or password mining.
 - use any bots, spiders, page-scraping or other automated or manual processes or methods to copy or monitor this Subscription Service or any of its contents.
 - upload to the Subscription Service any libelous or unlawful content or any materials or instructions that may cause harm or injury, or that violate any person's right of privacy or any copyright, trademark, or other intellectual property rights.

Subscriber is responsible for ensuring its Authorized Users' compliance with the terms of this Agreement and is liable for any breach of this Agreement by an Authorized User.

- (f) Subscriber's Obligations. Subscriber is solely responsible for all Code content and any other data supplied or used by Subscriber and its Authorized Users in connection with the Subscription Service. Subscriber is solely responsible for determining the suitability of the Subscription Service for its purposes and for complying with any applicable regulations, laws or conventions applicable to Subscriber's use of the Subscription Service.
- (g) Suspension of Access. Company may suspend Subscriber's and Authorized Users' access to the Subscription Service in the event of a material violation of this Agreement. Company will use reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless

Company reasonably believes that: (a) it is prohibited from doing so under applicable law or any judicial or governmental process; or (b) immediate action by Company is necessary to prevent harm to the Subscription Service, Subscriber or an Individual. In such cases, Company will provide notice as soon as is feasible and permissible.

- (h) Content Database. Company offers an optional online content database (currently called "Insights"), including best practice recommendations, white papers, articles, and other materials (the "Content Database"). Subscriber may elect to sign up for access to the Content Database as part of the Services. Company may in its sole discretion at any time add to, delete, or modify the materials it makes available in the Content Database. These materials are provided as a convenience to Subscribers and Authorized Users, and you are responsible for confirming the accuracy of the materials in the Content Database and determining if and how such materials apply to Subscriber in each case. Company disclaims any liability arising out of or related to your use or reliance on any of the materials in the Content Database.
- (i) Third Party Software and Links. The parties acknowledge that the Software may contain open source code and other third party software components. Open source components are subject to the applicable third party open source license terms. Any other third party software is provided by Company to Subscriber pursuant to the terms of this Agreement. Third party software (other than open source) is licensed only for use with the Subscription Service. If you decide to access or use any third party websites linked to the Subscription Service, you do this entirely at your own risk.

4. Other Services.

- (a) Technical Support and Maintenance. Company will provide Subscriber with email or other web-based technical support and maintenance Services to assist Subscriber in utilizing the Subscription Service. Support Services will be available during Company's regular business hours. Company technicians will use reasonable, good faith efforts to resolve Subscriber's problems. Company may update its support and maintenance policies from time to time, upon notice to Subscriber.
- (b) Professional Services. Upon Subscriber's request, Subscriber may purchase Implementation Services (e.g., codification and uploading the Code to the Subscription Service or making Code updates), training, consulting, or other professional Services from Company. Subscriber takes sole responsibility for approval and publishing of any code codified, and uploaded by Company. All such Services are subject to the terms and conditions set forth in this Agreement.

5. Ownership.

- (a) Company Ownership. Company (or, if applicable, its licensors or suppliers) owns and retains all right, title and interest in and to the Subscription Service and all content and materials on Company's website or made available through the Subscription Service, including the Software and Documentation, Company's trademarks and service marks, Modifications, text, graphics, logos and images, training and other written or electronic documents and materials produced by Company that relate to the Subscription Service, and all intellectual property rights in the foregoing (the "Company Materials"). The Company Materials are protected by copyright and/or other laws protecting intellectual property and proprietary rights, and may be used by Subscriber and Authorized Users only for the purposes described in this Agreement. Any rights not expressly granted herein are reserved by Company. Neither this Agreement nor any other agreement between the parties changes ownership of any pre-existing software or other materials.
- (b) Subscriber Ownership. As between the parties, Subscriber owns and shall retain all right, title and interest in and to the Code content and all other data or content supplied by Subscriber.
- (c) Metadata and Usage Data. The Subscription Service may track metadata and other usage data related to Subscriber's and Authorized Users' use of the Subscription Service ("Usage Data") and provide such data to Company. Company shall own such Usage Data, excluding any personal data of Individuals incorporated therein. Subscriber agrees that Company shall have the perpetual right to collect, aggregate, use, distribute and sell such Usage Data for any legal purpose, including

without limitation providing and improving the Subscription Service and Company's products and services generally. Company may retain and use Usage Data permanently. To the extent such Usage Data contains any personal data, Company shall not provide the Usage Data to any third party unless the data been anonymized and/or aggregated, so that it is not identifiable as to any particular person. Notwithstanding the foregoing, Company may share Usage Data in its original form as necessary or appropriate to provide the Services to Subscriber (for example, using a third party to process payments) or to comply with legal obligations or exercise its legal rights.

- (d) Feedback. Company shall have a royalty-free, worldwide, irrevocable, perpetual license to use any suggestions, enhancement requests, complaints or other feedback from Subscriber or Authorized Users relating to the Subscription Service, Software or Company's Services ("Feedback") and incorporate it into Company's software, products and services. Company shall exclusively own all right, title and interest in and to any software and intellectual property developed or delivered to Subscriber in the performance of this Agreement, regardless of whether it is based on or incorporates any Feedback, subject to the rights granted herein to Subscriber.
- (e) Trademarks. Company's name and its trademarks, service marks and logos, as well as any other Company product names or logos displayed on our website or Subscription Service, are registered or unregistered trademarks of Jones & DeMille Engineering, Inc. The names and marks of any third parties on our website are the property of their respective owners and may also be trademarks. Company's trademarks may be used publicly only with its prior written permission.

6. Fees.

- (a) Fees. Access to the Subscription Service and Other Services for Subscriber and its Authorized Users is subject to timely payment of the one time, monthly or annual subscription fees specified in the applicable Order(s), except during any free trial period as agreed. Subscriber's credit card will be charged in advance for both monthly and annual plans. Basic support and maintenance Services for the Subscription Service, as described in Section 4(a), are included as part of such fees at no additional charge. Company may offer premium support plans or other optional Services for an additional fee.
- (b) Past Due Amounts. If any amounts owed by Subscriber are thirty (30) or more days overdue, Company may, without limiting its other rights and remedies: (i) charge interest at the rate of 1.5% per month or the highest rate permitted by law, whichever is less, on the past due amounts; (ii) terminate this Agreement under Section 7(c), and/or (iii) subject to seven (7) days' prior written notice to Subscriber, suspend Subscriber's and its Authorized Users' access to the Subscription Service and the Code thereon until such amounts are paid in full.
- (c) Other. Company reserves the right to change its subscription fees and other Service fees from time to time, upon at least thirty (30) days' prior written notice to Subscriber. All amounts paid under this Agreement are payable in U.S. dollars. All Orders are final and all payments are non-refundable, other than as expressly set forth in this Agreement. Subscriber is responsible for any applicable sales, use or other taxes or duties associated with this Agreement, other than taxes on Company's net income.

7. Term and Termination.

- (a) Term. This Agreement will commence on the Effective Date and will continue for an initial monthly or annual term, as specified in the Order (the "Initial Term"). At the end of the Initial Term, this Agreement will automatically renew for additional terms (each a "Renewal Term") equal in length to the Initial Term, subject to termination as set forth below.
- (b) Termination by Subscriber. Subscriber may cancel the Subscription Service, with or without cause, at any time prior to its next billing cycle. Subscriber will be responsible for any charges already incurred. No refunds will be made for previously paid fees, except as otherwise set forth in this Agreement.

- (c) Termination by Company. Company may terminate this Agreement upon at least thirty (30) days' written notice prior to the end of a monthly or annual term, as applicable. Company may also terminate this Agreement for cause at any time, upon written notice, in the event of (i) any material breach of this Agreement by Subscriber, subject to thirty (30) days prior written notice and opportunity to cure such breach. Company may also terminate an Authorized User's access to the Subscription Service, without notice, if the Authorized User breaches this Agreement or their employment or engagement with the Subscriber ends.
- (d) Effect of Termination. Upon termination of this Agreement, Subscriber and its Authorized Users' access to the Subscription Service will immediately terminate and Company may delete the Code from its system. Subscriber will promptly pay all outstanding amounts owed to Company, including any amounts owed for Services. Each party will promptly return to the other party all Confidential Information of the other party and delete any copies of such information or materials from its systems and files. Prior to termination of this Agreement, Subscriber may copy the Code content from the Subscription Service (currently this is a manual process). Sections 3(e), 3(f), 3(l), 5, 6(c), 7(d), 8, 9, 10, 11 and 14 will survive termination of this Agreement.
8. Confidential Information. The receiving party of any Confidential Information (i) shall not disclose the Confidential Information or any information derived therefrom to any person, other than employees and independent contractors with a need to know such information and who are obligated to keep such information confidential; or (ii) use the Confidential Information for any purpose, except as expressly permitted by this Agreement. The receiving party shall give Confidential Information at least the same level of protection as it gives its own information of similar sensitivity, but not less than a reasonable level of protection. Confidentiality obligations shall survive any termination of this Agreement.
9. Payment Data. The parties acknowledge and agree that any personal data of individuals received by Company from Subscriber or its Authorized Users is incidental to this Agreement, except for payment card information. All payment card information and other payment information of Subscriber ("Payment Data") will be processed by an independent third party payment processor. Company and its employees will not have access to Payment Data or store such data on its servers, other than minimal information such as the last four digits of a credit card or bank account. Company engages to use a qualified third party payment processing vendor that offers a token method or similarly secure method for payment and that has committed to comply with PCI DSS standards.
10. Warranties and Disclaimers.
- (a) Company Warranties. Company warrants to Subscriber as follows:
- (i) Company warrants, during the Term, that the Subscription Service and Software, when used properly and in accordance with its Documentation and this Agreement, will be free from a reproducible defect that materially adversely affects the operation of the Subscription Service or Software, as described in the Documentation.
- (ii) Company will use industry-standard, commercially reasonable efforts to keep Malicious Code out of the Software.
- (b) Exclusions. Company's warranties exclude non-performance issues that result from (i) modification of the Subscription Service or Software by Subscriber or any person or entity other than Company; (ii) defects or problems that are outside the reasonable control of Company, including defects or damage resulting from use of the Subscription Service in other than its normal and authorized manner; or (iii) Subscriber's or its Authorized Users' failure to comply with due standards of care. Subscriber will reimburse Company for its reasonable time and expenses for any Services provided at Subscriber's request to remedy excluded non-performance issues.
- (c) Remedies. In the event of a breach of the above warranties, Subscriber shall contact Company's designated support personnel. As Subscriber's exclusive remedy and Company's sole obligation to Subscriber for any material defect in the Software or Subscription Service for which Company is

responsible under the above warranties, Company shall use reasonable efforts to correct or cure any such defect, provided that it can be reproduced by Company. If Company cannot correct the defect within a reasonable time then, at Company's option, Company will replace the defective Software or Subscription Service with a functional equivalent or terminate this Agreement and refund any prepaid and unused fees for the defective Software or Subscription Service.

- (d) Limitation of Warranties. Except as expressly set forth herein or agreed in writing by an authorized official of Company, the Subscription Service (including the Software, Documentation and website) and all Company Services are provided "AS IS". COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, whether arising by law, by reason of custom or usage of trade, or by course of dealing.
11. Limitations of Liability. IN NO EVENT SHALL COMPANY BE LIABLE FOR LOST PROFITS, LOST DATA, INTERRUPTIONS OF BUSINESS, OR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR USE OF THE SUBSCRIPTION SERVICE OR SOFTWARE, INCLUDING WHERE SUCH TYPES OF DAMAGES RELATE TO THE ACCIDENTAL OR UNLAWFUL DESTRUCTION, LOSS, ALTERATION, UNAUTHORIZED DISCLOSURE OF, OR ACCESS TO PERSONAL DATA TRANSMITTED, STORED OR OTHERWISE PROCESSED, REGARDLESS OF WHETHER COMPANY HAS NOTICE OF THE POTENTIAL FOR SUCH LOSS OR DAMAGE, AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY). COMPANY'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIM OR DAMAGE ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY SUBSCRIBER TO COMPANY DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. OPEN SOURCE COPYRIGHT HOLDERS HAVE NO LIABILITY TO SUBSCRIBER FOR ANY REASON. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy. The above limitations may be superseded by law in some jurisdictions.
12. Publicity. Any press releases or other public statement regarding this Agreement may be made only with the other party's consent, which shall not be unreasonably withheld, except that a party may make public disclosures to the extent required by law or regulation, and Company is permitted to include Subscriber's name on subscriber lists that may be posted on Company's website or provided to potential subscribers and other third parties.
13. Assignment and Acquisitions. Neither party may assign or transfer this Agreement or any of its rights or duties hereunder to any third party without prior written consent of the other party, which may not be unreasonably withheld. However, a party may, upon written notice to the other party, assign this Agreement to a third party in connection with a merger with such third party or acquisition of all or substantially all of the assigning party's stock or assets to which this Agreement relates.
14. General.
- (a) Entire Agreement; Amendment. This Agreement, including Subscriber's Order(s), which are incorporated herein by reference, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or oral agreements or understandings with respect thereto. Any preprinted terms in a purchase order submitted by Subscriber are expressly agreed to be of no force or effect. This Agreement may not be amended except by a writing signed by authorized representatives of both parties.
- (b) No Waiver. Any waiver by either party of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.

- (c) Choice of Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Utah. Should any dispute arise concerning this Agreement and/or Company's products or services, venue shall be laid in Salt Lake City, Utah. Utah state and federal courts shall have exclusive jurisdiction over any such dispute, and the parties hereby consent to the jurisdiction and venue of such courts.
- (d) Severability. If any provision of this Agreement is deemed invalid or unenforceable by a court or governmental authority, that provision shall be modified, if possible, to the minimum extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the remainder of this Agreement shall remain in full force and effect.
- (e) Export Compliance. Subscriber may not use, export or re-export any data, content or materials the Software in any form in connection with this Agreement in violation of U.S. export laws and regulations, or without first obtaining the appropriate U.S. and foreign government authorizations. Company controls the Subscription Service from our offices in the United States of America. Company makes no representation that the Company Materials are appropriate or available for use in other locations, and access to them from territories where their content is illegal is prohibited.
- (f) Notices. All notices or other communications required under to this Agreement will be in writing and will be delivered personally, or mailed by registered or certified mail, return receipt requested, or sent by commercial overnight delivery service with provisions for a receipt, or sent by confirmed facsimile or e-mail, to the address of the receiving party set forth in the applicable Order or such other address a party may specify by written notice. Notwithstanding the foregoing, Subscriber specifically agrees to receive and/or obtain notices and communications from Company related to the Subscription Service in the form of electronic communications posted to the portal of the Subscription Service. Subscriber acknowledges that it is able to retain such electronic communications by printing them or downloading and saving them. Subscriber agrees that such electronic communications are reasonable and proper notice for the purpose of any applicable laws and regulations, including that communications be provided in writing and/or in a form that Subscriber may keep.
- (g) Independent Contractors. The parties are independent contractors. Subscriber is not an agent of Company and will not represent to any third party that it is an employee or agent of Company. Subscriber shall have no authority to enter into any contract on behalf of Company.
- (h) Injunctive Relief. Subscriber acknowledges that Company's Intellectual property and Confidential Information is highly valuable to Company, that any breach with respect to confidentiality and/or use of such Intellectual property, including any breach of any restrictions on use of the Subscription Service or the scope of the rights granted by Company herein, may severely damage Company, the extent of which damage would be difficult to ascertain and, therefore, that Company is entitled to seek, among other remedies, temporary and permanent injunctive relief and other equitable relief for any such breach, without the necessity of posting bond or other security, to the extent permitted by law.
- (i) Force Majeure. A party shall be excused from delays or failure to perform its duties (other than payment obligations) to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, or any other causes beyond its reasonable control. The parties will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a substantial delay in the performance of this Agreement.
- (j) Compliance with Law. Company's provision of the Subscription Service and other Company Materials and services is subject to existing laws and legal process, and nothing contained in this Agreement limits Company's ability to comply with governmental, court and law enforcement requests or requirements, without liability.
- (k) Electronic Signatures. You agree that if you or your representative checks a box, draws, types or attaches your or their signature or any other text or image in a box or space associated with an Order or this Agreement, you are agreeing to be legally bound by such terms and conditions. You

and Company agree that such actions shall constitute an electronic signature that shall have the same force and effect as an original signature.

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING
Wednesday, May 15, 2024, 6:00 p.m.
Huntsville Town Maintenance Shed, 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	Excused
Artie Powell	Council Member	Present
Shannon Smith	Clerk	Present
William Morris	Legal Counsel	Excused
Nikki Wolthuis	Clerk	Present

Citizens: Ron Gault- Water Board Chair, Beckki Endicott- Clerk, Allen Endicott-Planning Commission Chair, Mary Ellen Campbell, Craig Campbell, Greg Covello, Rex Harris

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

2-Pledge of Allegiance led by Lt. Butler.

3-Opening Ceremony given by TCM Artie Powell.

4-Public Comments:

5-Sheriff's Report: Lt. Butler gave out the report for the month and pointed out minor incidents and traffic stops in Town. He also reviewed the traffic plan for the upcoming Ogden Marathon.

6-Discussion and/or action on Powder Mountain Summer Activities in Huntsville Park .

Greg Covello, Powder Mountain representative, explained that because of the construction going on at Powder Mountain this summer they initially wanted to create activities down in the valley where people could gather. (See Attachment #1) After an executive meeting, they decided they would rather support community activities already planned than create their own. Mr. Covello asked how they could help support Huntsville Town. Mayor Sorensen asked Mr. Covello if Powder Mountain could help fund the fireworks at Huntsville's 4th of July celebration. He was open to that idea and any others and said he would stay in touch through email.

7- Discussion and/or action on approval of Resolution 2024-05-15 Recodification of the Town Code (Attachment #2)

Beckki Endicott, clerk. explained that codification is the organization and numeration of the code. Currently the code is organized into sections with numbers and letters. With the new software, CiviclincQ, that TCM Hunter discussed at the previous TC Meeting, the code wording and meaning won't change, but the organization will. As the code is put into the software, she anticipates learning about parts of the code that need work. There will most likely be changes to fix mistakes and this will be done by ordinance. She is very impressed by the software, especially when considering the small fee, \$1,100 per year.

Nikki wondered if they needed to wait until there was an official agreement attached to the resolution before they voted on it. TCM Powell was interested in reading the agreement before he could make a decision. **TCM Powell motioned to table Resolution 2024-05-15. TCM Ahlstrom seconded the motion. All votes Aye. Motion passed.**

TCM Powell pointed out some clerical errors in the resolution that needed fixing including adding an extra "L" to Huntsville's name in the title and replacing "appoints" with "appointments" in the 6th whereas paragraph. He also suggested they rework the paragraph in section 2 because of redundancy. Beckki was going to get with Bill on making the edits.

8. Discussion and/or action on Water Forgiveness Case (See Attachment #3)

Mary Ellen Campbell, daughter to the homeowner, explained that their water bill last winter was way above the normal charge, over \$8,500. It was discovered that there was a leak, and it was on their side of the meter. They are second homeowners who have owned the home in Huntsville for decades and they have tried to be good neighbors. They were hoping for some forgiveness on their bill.

Shannon Smith, clerk, referred the Town Council to the code to explain the procedure for these cases. It shows the homeowner is responsible for maintaining the water system from the water meter to the home. She discussed the timeline for when the leak occurred, how much water was leaked, and what action was taken on both sides. After researching what other water companies do in these situations, she found that most opt to give a discount based on percentage. The numbers showing a 40% discount and a 50% discount were presented for the Town Council to consider and discuss.

The TC asked clarifying questions about what had been done and what the ^{homeowners} homeowners had already paid for. The Sheppards had already paid for the repairs. The bill was for the cost of the water.

TCM Ahlstrom motioned to give the Sheppard's a 50% discount on their water bill. Lewis Johnson seconded the motion. All votes Ayes. Motion passed. 3-1
3 1 Nay.

9. Discussion and/or action on approval of Water Insurance Program. (See Attachment #4)

Shannon Smith presented information about a water insurance program given to her by the Rural Water Association. They are a third-party company that would do their billing separate from Huntsville Town. There would be an automatic opt-in at initiation, but it would be possible to opt-out later. The TC discussed the numbers in the presentation and wondered how profitable it would be for the insurance company and how much it would help the homeowner. They also discussed how the residents would react to this program. Would they think the Town was overbearing or would they be suspicious of the intent of the insurance program? Should it be optional or mandatory? TCM Powell expressed hesitancy at requiring residents to spend more money. He has his own suspicions of insurance companies after learning about a local utility company being reprimanded for their dishonesty with customers. Mayor Sorensen asked Shannon if she would do more research about other insurance companies that exist. TCM Powell wondered if the Town charged a small fee and built up their own fund to pay for these cases. Ron Gault said that there is already a capital fund.

Mayor Sorensen motioned to table the water insurance program. TCM Powell seconded the motion. All votes Ayes. Motion passed.

10. Discussion and/or action on approval of Resolution 2024-03-28 Code Enforcement Officer. (See Attachment #5)

TCM Powell had a couple of minor clerical changes of which Nikki took note.

TCM Powell motioned to approve Resolution 2024-03-28 Code Enforcement Officer. TCM Ahlstrom seconded the motion.

TCM Ahlstrom wondered about the \$1,000 a day fee for a code enforcement violation referenced in the resolution. (Huntsville Town Code Title 2, sections 2.3 and 2.4) The TC briefly discussed if that fine was too big. They asked whether the Planning Commission should review it and Nikki said she would look into it. **All votes Ayes. Motion passed.**

11. Discussion and/or action on Public Utility Threats to our communities. (Attachment #6)

Ron Gault, water board chair, was invited to report on what he learned at the Summit, a conference focused on current cyber and physical threats to the community. With a presentation he explained what threats were out there and how serious they were. He then explained what Huntsville's water board was doing to protect the water plant. Extra locks and stronger passwords are in the plans and security cameras and extra lighting are being considered. After his security presentation, he gave an overview of the Huntsville Water system's state, including a discussion on rising costs, increasing fees, and replacing old pipes.

12. Discussion and/or action on approval of minutes for Town Council Meeting April 17, 2024 (Attachment #7)

TCM Powell motioned to approve the minutes for Town Council Meeting 4-17-24. TCM Ahlstrom seconded the motion. All votes Aye. Motion passed.

Department Updates

Mayor Sorensen- He praised Rex Harris for his work on the new Town Hall and Community Center. He turned the time over to Rex to explain the decision that needed to be made on the floor in the community center. Rex Harris reviewed two options; a stained concrete floor or a standard pickleball surface. The TC discussed the pros and cons of each surface, weighing the costs and intended uses for the building. The pickleball surface would be more expensive, but having a pickleball court in the building may bring in more revenue than other events. A stained concrete surface would be less expensive, but would it be acceptable for pickleball? The durability of each surface was part of the discussion. Council members planned to walk over to the building following the meeting.

Mayor Sorensen reported that Huntsville Town received \$250,000 from the Utah legislature and \$200,000 from Powder Mountain for its town hall and community center.

TCM Artie Powell said he was going to write up a proposal for money that Huntsville Town needs from the OVPSA and meet with them soon.

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

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

Meeting adjourned at 8:21 p.m.

Nikki Wolhuis, Town Clerk

WORK SESSION – Wednesday, May 15, 2024

Minutes of the Huntsville Town Council Work Session held at the Huntsville Town Maintenance Bldg., 165 South 7500 East, 5:30 p.m.

The work session was scheduled to discuss the Huntsville Town budget.

Attending: TC Members Bruce Ahlstrom, Artie Powell, Lewis Johnson, Mayor Sorensen, Nikki Wolthuis – Clerk, Melissa Knowles-Treasurer, Kay Larrison-former Treasurer, and Ron Gault-Huntsville Water Board Chair.

Mayor Sorensen welcomed all to the meeting and turned the time over to Melissa Knowles, treasurer, to review the budget. She had spoken with TC members separately in the weeks preceding the work session and wanted to begin by discussing the capital projects. The waterline expansion will be moved back to 2026-27. TCM Johnson announced that the secondary water company would like to buy the Water Line Locator from Huntsville Town. He was certain it would get approved and it will take the expense from the Town. Other expenses that were discussed included a pickleball court expansion, track hoe and mower for the cemetery, playground equipment, and furniture for the new Town Hall. A road project was moved to next year.

There was a conversation about the water line replacement to the cemetery, why it was important, what the cost would be, and who would be footing the bill. Ron Gault thought the \$400,000 budgeted for the project was high, but Kay Larrison explained that it was actually a bid from a few years ago and would cost more today.

Melissa went over the amended budget. Some expenses went up such as annexations and others went down. Wages went up. Because of the extra help needed in the office at this time, more was spent on employee wages. Revenue was also up.

Kay reminded the TC that if there were any changes they wanted to make to the budget they could be done and approved at the public hearing on June 6th.

Mayor Sorensen motioned to adjourn the Work Session by consent. There were no objections.

Meeting adjourned at 5:59 P.M.

Nikki Wolthuis, Huntsville Town Clerk

HUNTSVILLE TOWN
RESOLUTION NO. 2024-06-06

OGDEN VALLEY MEMORANDUM OF UNDERSTANDING (MOU)

A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ADOPTING A
MEMORANDUM OF UNDERSTANDING WITH THE INCORPORATION
SPONSORS OF THE PROPOSED OGDEN VALLEY CITY FOR USE OF
TOWN HALL.

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

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

WHEREAS, the Town and the Sponsors of the Ogden Valley City Incorporation have negotiated an MOU for use of the Town Hall;

WHEREAS, the Town and the Sponsors now desire to enter this MOU for the purposes contained therein;

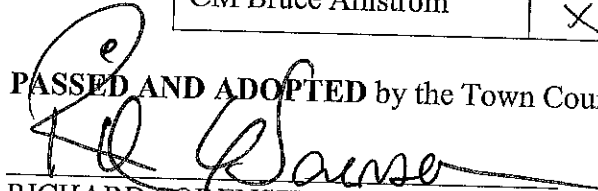
NOW, THEREFORE, be it resolved by the Town Council of Huntsville, Utah, as follows:

Section 1: MOU. The Mayor is hereby authorized to finalize and execute the MOU hereby adopted and incorporated herein by this reference as set forth in Exhibit "A" attached hereto.

Section 2: Effective Date. This Resolution shall be effective immediately upon adoption.

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

PASSED AND ADOPTED by the Town Council on this 6 day of June, 2024.


RICHARD SORENSEN, Mayor

ATTEST:


Town Clerk

**TOWN OF HUNTSVILLE – OGDEN VALLEY CITY INCORPORATION SPONSORS
MEMORANDUM OF UNDERSTANDING
REGARDING THE INTENT TO ALLOW THE USE OF NEW HUNTSVILLE TOWN HALL**

This Memorandum of Understanding and Agreement regarding the intent to allow for the use of the new Huntsville Town Hall (“**Town Hall**” and “**Agreement**” or “**MOU**”) is made and entered into on the date signed by all the Parties, by and between the Town of Huntsville, a municipal corporation of the State of Utah (“**Town**”, “**Huntsville**”, or “**Town of Huntsville**”) and the named Sponsors for the Ogden Valley Incorporation, pursuant to the laws of the State of Utah, acting on behalf of a possible future Ogden Valley City, if and when approved by the registered voters of the area (“**Ogden Valley**” and “**Incorporation**”), collectively called the “**Parties**.”

WHEREAS, Huntsville is in the process of causing to be constructed the Town Hall;

WHEREAS, Ogden Valley will have the need, upon and after Incorporation, for a building for Sponsor and City Council Meetings, as well as offices for Ogden Valley (“**Use of Town Hall**”); and

WHEREAS, the Parties desire to enter into this Agreement to memorialize their mutual understanding and agreement related to the Use of Town Hall.

NOW, THEREFORE, based on the mutual promises and conditions contained herein, it is agreed by and between the Parties as follows:

1. The “Whereas” clauses above (“**Recitals**”) are incorporated herein by reference.
2. The Parties agree to and acknowledge the following:
 - (a) That the exact times and space, and the exact cost for the times and space, needed by Ogden Valley in the Town Hall shall be negotiated with the Town after Incorporation and set forth in a subsequent written, signed agreement (“**Subsequent Agreement**”);
 - (b) Nothing in this Agreement shall obligate the Town to any certain amount of time or space for the Use of Town Hall or specific cost for said Use of Town Hall;
 - (c) That this Agreement shall be interpreted and construed in accordance with the laws of the State of Utah;
 - (d) Until Ogden Valley starts the Use of Town Hall, this Agreement shall not be subject to the requirements of Utah Code Ann. Section 10-8-2, since this Agreement does not initially address any appropriation or any acquisition or disposal of any property; but rather, only addresses the mutual understanding and agreement of certain terms, provisions, and obligations regarding the Use of Town Hall; and
 - (e) This Agreement may be distributed by Ogden Valley for use in the feasibility study and incorporation processes.
3. The provisions of this Agreement are severable, and should any provision hereof be void,

voidable, unenforceable, or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement, unless the unenforceable provision is reasonably deemed a material provision by either Party, in which case this Agreement may be terminated by written notice to the other Party. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the Agreement be consummated as originally contemplated to the greatest extent possible.

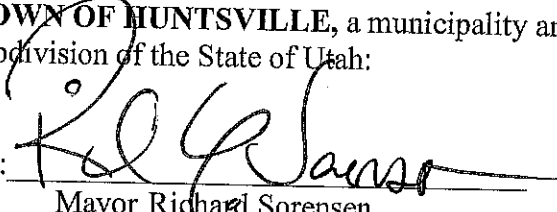
4. This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, regarding the subject of this Agreement are hereby superseded and merged with this Agreement. This Agreement may not be modified except by an instrument in writing signed by the Parties.

5. The individuals executing this Agreement represent and warrant that they have the power and authority to do so and to bind the entities for which they are executing this Agreement. The Town's Mayor may initially sign this Agreement on behalf of the Town and the Town Council may approve a resolution in an open meeting ratifying the signing of this Agreement.

6. The Parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same Agreement. Furthermore, the Parties shall treat a copy of an original signature to this Agreement for all purposes as an original signature. The Parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no Party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

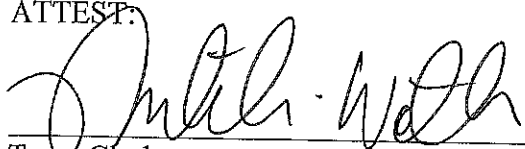
IN WITNESS WHEREOF, the Parties hereto have executed this MOU, effective on the date signed by all the Parties.

TOWN OF HUNTSVILLE, a municipality and political subdivision of the State of Utah:

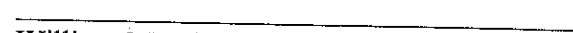
By: 
Mayor Richard Sorensen

Date: 6-16/24

ATTEST:


Town Clerk

APPROVED AS TO LEGAL FORM:


William Morris, Town Attorney

Sam Weil

[REDACTED]

[REDACTED]

[REDACTED]

EXPERIENCE

Eden Healthcare, LLC Remote (Utah)
Director of Finance - May 2022 - present

- Direct all Treasury and Banking activity for company of entire company
- Lead finance team in charge of corporate financial analysis for all corporate office and agencies across the western US
- Assist CEO with M&A sourcing an analysis
- Manage all tax filings, corporate development and finance research needed throughout the company

Brex, Inc., Remote (Utah)
Senior Partnerships Manager - May 2021 - May 2022

- Manage and direct all strategic U.S. financial partnerships including relationship banks, payment fintech's, and aggregator providers that power Brex
 - Serve as main point of contact for 11 external partners facilitating project management of everything from annual compliance audits, legal inquiries, new product development / approval and more
- Facilitate forecasting analysis for new lines-of-business alongside the Finance department
- Oversee the onboarding of new partnerships in the Financial Partnership & Business Development organizations from contract negotiation, signing and implementation
- Lead the negotiation of high net worth contracts for all business units with COO & Head of Partnerships
- Facilitate RFP and partner selection process for new product initiatives company wide
- Coordinate with the Product organization to brainstorm new business opportunities in both the financial partnerships & technical fields
- Promoted from Manager to Senior Manager in 2022 with full autonomy across all strategic U.S. partner relationships

Underwriting Associate February 2020 - May 2021

- Monitored existing credit portfolio which consists of venture capital backed, small business & mid-market companies
- Directed the vendor management process for one of the Company's largest third-party vendors: Oculous
- Led numerous process improvement initiatives saving the Underwriting team over 500 hours during 2020

Goldman Sachs Group, Inc., Salt Lake City, UT
Investment Banking Associate - January 2018 - February 2020

- Direct the evaluation process and activities necessary for obtaining the firm's credit commitment in senior debt financings
- Produce internal committee memos (20-40 pages) that highlight in depth financial & economic risk-based analysis on Fortune 500 Companies on a weekly basis
- Partner with and manage key stakeholders in the syndication process such as M&A bankers, Debt Capital Markets Group, Legal, Treasury, Environmental & Reputational Risk Groups, Credit Risk Management Group and agent banks
- Collaborate with senior bankers to aggregate business cases for relationship loans, calculate internal economics and provide scenario analysis such as CDS hedging and bespoke commitment holds
- Present transactions weekly to Goldman's internal loan approval board

RSM, LLP Accounting Firm Omaha, NE
Auditing - Assurance Associate - October 2016 - December 2017

- Collaborate with audit team, providing assurance to businesses across various sectors including consumer products, agriculture and manufacturing
- Lead numerous year/quarter end inventory reconciliation & counting sessions for various consumer, agriculture and manufacturing clients
- Manage compilation engagements; prepare and review all materials related to specific clients
- Perform thorough testing of all lines of business: accounts payable, accounts receivable, fixed assets, inventory, revenue, debt, etc.

Hancock & Dana, P.C., Omaha, NE
Accounting Intern - January 2015 - August 2015

- Communicated with private clients on regular basis for tax planning & return preparation

EDUCATION

Southern Utah University, Dixie L. Leavitt School of Business Cedar City, UT
Candidate for Masters in Business Administration
Expected Graduation: August 2023

Creighton University, Heider College of Business Omaha, NE
Bachelors degree in both Accounting & International Business



John S. Henderson

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EDUCATION AND CERTIFICATIONS

Education

- Ithaca College, Ithaca NY, BA Biochemistry
- US Coast Guard Officer Candidate School
 - US NAVY Diving and Salvage Training Center
 - USCG Leadership and Management School

Certifications

- Strength and Conditioning
- Emotional Intelligence Inventory
- Myers Briggs Type Indicator

DESIGN BUILD PORTFOLIO

- Off Grid Container Retreat** New Construction | Waialua, HI | 2015 – 2018
- Haleiwa Beach House** Renovation | Haleiwa, HI | 2016
- Waikiki Condominium** Remodel | Honolulu, HI | 2015
- Haleiwa Modern Beach House** Renovation/New Construction | Haleiwa, HI | 2013
- Modern Mountain House** New Construction | Eden, UT | 2011
- Waikiki Luxury Condo** New Construction | Honolulu, HI | 2010

DESIGN/BUILD EXPERIENCE

Ryson LLC

- Founding Partner, Real Estate Construction and Development Ogden, Utah and Honolulu, HI | 2012 – Present
- Research, purchase and develop land assets
 - Design, build and renovate custom homes, and SPEC homes
 - Residential and Commercial Property Management

MEDICAL SALES EXPERIENCE

Minvatech Hawaii

Founder, Independent Surgical Device Distributorship, Honolulu, HI | 2008 – Present

Minvatech Hawaii LLC is an independent manufacturer's distributor for surgical products in the state of Hawaii. It was created in 2008 with the goal of bringing minimally invasive surgical technologies to the Hawaiian islands. The company focuses on operating room sales in gynecology, urology, and general surgery.

Olympus Gyrus ACMI

Urology Gynecology Surgical & ENT Hawaii Territory Manager, Honolulu, HI | *May 2007 – May 2013*

- Hawaii Territory Manager, responsible for all Gyrus ACMI product lines pertaining to cystoscopy, hysteroscopy, laparoscopy, FESS, head and neck, and otology
- Product selling skills in capital, disposables, and repairs
- Managed multiple quotas, expectations and objectives for each division
- Three Star Award for top growth: Nov 07, Jan 08, Apr 08 and May 08
- Number 6 in sales in the nation for Surgical 2008; ranked top 5 in nation for growth ENT

TAP Pharmaceuticals/ABBOTT Labs

Gastroenterology, Gynecology & Urology Hawaii Specialty Sales Representative, Honolulu, HI | *June 2000 – May 2007*

- District Trainer (Prevacid and Lupron), Certified Field Expert (Lupron), District Marketing Specialist (Lupron)
- Awards recognition: Excalibur One 2001, Excalibur Guild 2004, Excalibur Guild 2005, NAA 2001 for percent increase over 2000
- NAA 2001 for average market share attainment 2001, and the Saiyushu award 2001, 2004
- Winner of the Orange Crush contest, Man with the Golden Run contest, It's All That and More contest, market share increase, and various spot awards for team contribution and leadership

OUTDOOR EVENT PRODUCTION EXPERIENCE

Adventure Race Hawaii

Founder and CEO, Adventure-Based Events | *2003 – Present*

Adventure Race Hawaii LLC (ARH) was designed from the ground up to offer custom adventure-based events that focus on health and well-being, and provide unforgettable team building experiences. The goal of its programs is to help each participant "Realize his or her potential". ARH events are customizable and can include combinations of the following activities: running, hiking, orienteering, water sports, mountain biking, navigating ropes courses, and adult problem-solving and team-building challenges. To date, ARH has presented multiple adventure races and eight NiteRun events. It has facilitated programs for more than a dozen companies in Hawaii. Starting in 2019 Adventure Race Hawaii will be operating exclusively out of Ryson Ranch in Waiialua.

MENTOR/GUEST LECTURER EXPERIENCE

School of Architecture, University of Hawaii at Manoa
Guest Speaker, Studio/Project Review | *2018 – Present*

Shidler College of Business, University of Hawaii at Manoa
Mentor, Strategic Planning Seminar | *2013 – Present*

East West Center, Asia Pacific Leadership Program, University of Hawaii at Manoa
Team Building, Resilience/Change Workshops
2005 – Present

Olympus Corp. Energy Division
Motivational Speaker | *2011*

Gyrus ACMI Corp. ENT Division
Motivational Speaker | *2010*

ACMI Corp. Urology Division
Motivational Speaker | *2010*

RESEARCHER EXPERIENCE

University of Hawaii Hyperbaric Treatment Research Center | Honolulu, HI | 2000

Massachusetts General Hospital, Harvard Medical School of Genetics and Aging | Boston, MA | 1997

Lamont-Doherty Earth Observatory Columbia University - Nitrogen in Sea Water | Palisades, NY | 1996

ATHLETIC COACHING EXPERIENCE

Honolulu Club Group Cycling Instructor | Honolulu, HI | 2003 – 2014

Kroc Center Group Cycling Instructor | Ewa, HI | 2011 – 2013

BOCA Hawaii Triathlon, Cycling and Running Coach | Honolulu, HI | 2003 – 2009

BOARD OF DIRECTORS EXPERIENCE

Allure Waikiki Director Architectural Committee | Honolulu, HI | 2013 – 2017

Established architectural review process and assisted in facilitating the transition from developer to board of directors

Utah Highlands Director Architectural Committee | Eden, UT | 2013 – 2015

Re-wrote the CC&R's and implemented new processes; conducted architectural reviews

Ogden Valley Adaptive Sports Program President – Board of Directors | Eden, UT | 2015

Re-organized the board and non-profit business to be an independently operating entity

