

**MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING  
AND CLOSED SESSION**

**Thursday July 17, 2025, 6:00 p.m.**

**Huntsville Town Hall, 7474 E. 200 South, Huntsville**

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

**Citizens:** Carol Stoker, Jim Truett, Blaine Vernon-Town Maintenance, Lt. Brent Butler, Rex Harris-Bldg. Manager, Jeff Keeney, Lonny Bailey, Beckki Endicott- Clerk, Chris Tremea, Stuart Schultz, Jarrod and Mandy Morris.

**Zoom:** Mayor Sorensen

1 TCM Sandy Hunter called the meeting to order.

There is a full quorum present.

2-Pledge of Allegiance led by Carol Stoker

3-Opening Ceremony given by Lewis Johnson

4-Public Comments: No comments.

5. Sheriff's Report: No report

6. Discussion and/or action on approval of Business License for Hooked Fish and Chips (See Attachment #1)

Jarrod and Mandy Morris stood and spoke to the council about their new restaurant opening in a few weeks. They explained that they will be serving fish and chips, but also hamburgers, ice cream and dirty sodas. They were working on getting a permit from the health department. The TC explained that their business license would be contingent upon getting that permit.

**TCM Ahlstrom motioned to approve the business license for Hooked Fish and Chips. TCM Powell seconded the motion. All votes Ayes. Motion passed.**

7. Discussion and/or action on approval of Resolution 2025-7-17 Lowe Sewer Maintenance Agreement (See Attachment #2)

Beckki, Town Clerk explained that after the TC approved adding the Lowe's 4 lots to the Sage sewer system, she worked with Bill Morris on amending the Sage Agreement. The TC discussed whether Sage representatives had seen the agreement and what to do if they didn't sign it. TCM Powell suggested they pass it "as written." and if there are adjustments by Sage, they could

reapprove them in a future meeting. TCM Sandy Hunter wondered if there was something in the agreement about their offer of donation to the Town. There was not, but it was recorded in the minutes of the meeting when it was approved (6-24-25).

**TCM Powell motioned to approve Resolution 2025-7-17 Lowe Sewer Maintenance Agreement as written. TCM Ahlstrom seconded the motion. Roll call vote. Votes reflected below. Motion passed 3-1.**

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

8. Discussion and/or action on approval of Minutes for Town Council Meeting June 20, 2025 (See Attachment #3)

**TCM Sandy Hunter motioned to approve Minutes for Town Council Meeting June 20, 2025. TCM Ahlstrom seconded the motion. All votes Ayes. Motion passed.**

9. Discussion and/or action on Minutes for Town Council Meeting June 24, 2025 (See Attachment #4)

TCM Powell and TCM Ahlstrom made some corrections. **TCM Ahlstrom motioned to approve Minutes for Work Session June 24, 2025 as amended. TCM Sandy Hunter seconded the motion. All votes ayes. Motion passed.**

10. Discussion and/or action on Minutes for Work Session June 24, 2025 (See Attachment #5)

TCM Ahlstrom had a change that Nikki made ahead of the meeting.

**TCM Powell motioned to approve Minutes for Work Session June 24, 2025 as amended. TCM Ahlstrom seconded the motion. All votes ayes. Motion passed.**

11. Discussion and/or action on Minutes for Economic Work Session July,9, 2025 (See Attachment #6)

**TCM Ahlstrom motioned to approve Minutes for Economic Work Session July 9, 2025. TCM Lewis Johnson seconded the motion. All votes ayes. Motion passed.**

12. Discussion and/or action on Minutes for Work Session July,9, 2025 (See Attachment #7)

**TCM Powell motioned to approve Minutes for Work Session July 9, 2025. TCM Ahlstrom seconded the motion. All votes ayes. Motion passed.**

13. Discussion and/or action on approval of dumpster maintenance.

Huntsville Town Maintenance Supervisor Blaine Vernon spoke about the problem of household trash, yard waste, and boxes, etc. being dumped at the park dumpsters by Huntsville residents and others. He suggested they use regular cans to dissuade people from doing this and to save money on dumping fees. TCM Sandy Hunter wondered whether there would still be room for the trash from the Ogden Boat Club. She recognized that they don't have much, but they have an agreement with Huntsville Town and there needed to be enough room in the cans for their trash. Blaine said that they could use the dumpster at the Maintenance Shed. Another concern was that there wouldn't be enough room for trash from bigger events. Blaine said he could keep an eye on it and set out more cans if needed.

**TCM Lewis Johnson motioned to replace the dumpsters in the park with regular trash cans. TCM Powell seconded the motion. All votes ayes. Motion passed.**

**Mayor Richard Sorensen joined via Zoom during the dumpster discussion**

**14. Discussion and/or action on approval of Ordinance 2025-7-17 Nuisance Ordinance Revision and Recodification. (See Attachment #8)**

Beckki worked with attorney, Bill Morris on revising the Nuisance Ordinance. She used examples from other cities and the state code to create the ordinance. She explained that the mayor wanted an enforcement officer to work with the residents to help them come into compliance. She introduced Chris Tremea, the enforcement officer that the TC would vote on in the next action item. Chris gave his background in being a code enforcement officer, most recently working for Ogden City. He explained that communication with homeowners was a key component to successfully getting a homeowner to comply.

TCM Sandy Hunter wondered how they would address noise if section 2 was being taken out. Beckki explained that noise would be addressed in the zoning sections of the land use code. TCM Hunter stated that the biggest complaint in Town was usually for noise and if there was no way to enforce it then it would be difficult. She wondered if they should take care of the land use code and the Nuisance Ordinance at the same time so they would have it covered. Beckki stated that nowhere in the state code is noise defined as a nuisance and it must go back to zoning.

TCM Ahlstrom stated that he appreciated all of the work that Beckki had done to create the ordinance. He had read through it several times and still wanted more time to read the state code references in detail. He felt that health and safety were important reasons to enforce the code but because of Huntsville's rural nature, he didn't feel like aesthetics were as important.

TCM Powell spoke about some parts of the code being too stringent like not allowing grass over 6 inches, no piles of leaves, excessive vegetation or wood piles. Chris Tremea explained that enforcement of those things depends on interpretation. It is up to the municipality, the enforcement officer, the appeal authority, etc.

The TC discussed whether there was redundancy in adopting the state nuisance code. Beckki explained that having a code enforcement officer and adopting the state code gives the Town "teeth" when it's time to enforce it. The Town Council also discussed the pros and cons of having a nuisance code.

Beckki told the Town Council that it would take some trust in a new way of enforcement. TCM Sandy Hunter expressed her desire to write something in each zone about noise and would have that to share at the next meeting.

**TCM Ahlstrom motioned to table Ordinance 2025-7-17 Nuisance Ordinance so they could take a closer look. TCM Powell seconded the motion. All votes ayes. Motion passed.**

15. Discussion and/or action on nomination and appointment of Chris Tremea as Code Enforcement Officer (See Attachment #9)

**TCM Ahlstrom motioned to approve the nomination and appointment of Chris Tremea as Code Enforcement Officer. TCM Johnson seconded the motion. All votes ayes. Motion passed.**

16. Discussion and/or action on approval of \$3,252 for floor repairs to the old Town Hall building (See Attachment #10)

Mayor Sorensen explained that when the subcontractor went in to replace the wood flooring he discovered that the subfloor was in poor shape and needed to be rebuilt.

**TCM Johnson motioned to approve \$3,252 for flooring repairs to the old Town Hall. TCM Sandy Hunter seconded the motion. Roll call Vote. Votes reflected below. Motion passed 5-0.**

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

17. Discussion and/or action on approval of \$5,000 for 4<sup>th</sup> of July Events Coordinator (See Attachment #11)

**TCM Powell motioned to approve the payment of \$5,000 to Lindsey Ketcham for being the 4<sup>th</sup> of July Events Coordinator. TCM Johnson seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 5-0.**

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



18. Discussion and/or action on approval of \$3,315.95 for Bandit Striping's work on 7400 E.  
(See Attachment #12)

Rex Harris spoke about the great work done by Bandit Striping. They had originally asked for 30 stalls in front of the Town Hall, but the price was so good they had him do the rest of the street plus the section in front of the church and the park on 7400 E. as well as in front of the businesses on 200 S.

**Mayor Sorensen motioned to approve \$3,315.95 for Bandit Striping's work on 7400 E..  
TCM Ahlstrom seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 5-0.**

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

Department Updates

**Mayor Richard Sorensen-None**

**Councilmember Lewis Johnson -None**

**Councilmember Sandy Hunter-** Powder Mountain wants to rezone their Powder Landing property near Cemetery Point to a recreational property. Powder Mountain was open to helping with road funds or water funds and even events in the park in the fall. She said that Huntsville could enter a "Community Benefit Agreement" with Powder Mountain.

TCM Sandy Hunter explained that the trees on 1<sup>st</sup> street were taken out, but there was a miscommunication about what kind of trees were growing there. The trees that were ripped out were not volunteer "junk trees" but were River Birch trees that were planted by the Town in the 1970s. She was going to get with property owners to show their landscape plans to the tree committee for approval. This is to get the right trees planted in order to replace the ones that were torn down.

**Councilmember Artie Powell- None**

**Councilmember Bruce Ahlstrom-** He met with Grant Stanley about the details of his sauna business. They were asking the Town to help with infrastructure. They were also speaking with the Health department to see what needed to be done to get a permit.

**TCM Powell motioned to approve the bills. TCM Ahlstrom seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 5-0.**

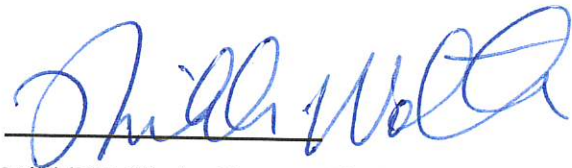
VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard L. Sorensen	X			

CM Bruce Ahlstrom	X			
CM Lewis Johnson	X			
CM Sandy Hunter	X			
CM Artie Powell	X			

The Town Council decided that they did not have all of the information that they needed in order to go into a Closed Session.

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

**Meeting adjourned at 8:18 PM**



Nikki Wolthuis, Deputy Clerk



July 17, 2025

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**Mayor**

Richard L. Sorensen

**Town Council**

Artie Powell  
Sandy Hunter  
Lewis Johnson  
Bruce Ahlstrom

**Town Clerk/Recorder**

Nikki Wolthuis  
Beckki Endicott  
Shannon Smith

**Treasurer**

Melissa Knowles

**Attorney**

Bill Morris

**To:** Huntsville Town Council

**Submitted By:** Nikki Wolthuis, Clerk

**Subject:** Business License for Hooked Fish and Chips

**Background:** The business is a restaurant serving fish and chips, smoothies, ice cream, shaved ice, and dirty sodas.

**Recommendation:** To approve a business license.

**Motion:** To approve not approve a commercial business license for Hooked Fish and Chips

**Action:**

**Motion:** TCM Ahlstrom

**Second:** TCM Powell

**Mayor Sorensen:**

**Bruce Ahlstrom:** ✓

**Lewis Johnson:** ✓

**Sandy Hunter:** ✓

**Artie Powell:** ✓

**TOWN OF HUNTSVILLE  
RESOLUTION 2025-7-17**

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ADOPTING THE SEWER  
MAINTENANCE AGREEMENT FOR THE LOWES**

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

**WHEREAS**, Utah Administrative Rule R317-1-2 under 2.2.A requires a "Body Politic" which, in relation to this Sage Development Project, is the Town to "sponsor" the Sanitary Sewer System ("Sewer") for the Association as such applies under Utah law;

**WHEREAS**, the Lowes and Town seek to enter this Sewer Maintenance Agreement ("Agreement") to outline the duties and obligations related to the Lowes participating in the sewer at the Sage Development Project;

**WHEREAS**, the Town seeks to mitigate liability and exposure for operating the Sewer serving the Lowes under this Agreement;

**WHEREAS**, the Town desires to enter the attached Agreement with the Lowes so that it is binding upon the Lowes;

**WHEREAS**, the Town and Lowes hereby finds mutual benefit under this Agreement benefitting public health and safety by outlining the responsibility for the operation and maintenance of the Sewer proposed by the Lowes;

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

PASSED AND ADOPTED by the Town Council this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor

ATTEST:

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

## SEWER MAINTENANCE AGREEMENT

THIS SEWER MAINTENANCE AGREEMENT ("Agreement") is made by and between Huntsville Town, a municipal corporation of the State of Utah ("*Town*"), and \_\_\_\_\_, a \_\_\_\_\_ ("*Lowes*"), and The Sage Owners Association, Inc., a Utah non-profit corporation ("*Association*"). The foregoing are referenced herein either individually as a Party or collectively as the Parties.

### RECITALS:

WHEREAS, the Lowes currently own \_\_\_\_\_ acres of land outside of the municipal boundaries of the Town;

WHEREAS, the Town previously approved a Sewer Maintenance Agreement as part of the Sage Development Project ("Project") as operated by the Association;

WHEREAS, the Lowes seek to connect to the existing sewer system operated by the Association and previously developed as part of the Project;

WHEREAS, the Association has been established as a Utah non-profit corporation with the Utah Department of Commerce and will conduct the affairs of the homeowners in the development as it relates to common areas and expenses and as applied to the Lowes under this Agreement and any other separate agreement between the Lowes and Association;

WHEREAS, Utah Administrative Rule R317-1-2 under 2.2.A requires a "Body Politic" which in this Project is the Town to "sponsor" the sewer system for the Association as such applies under Utah law and relates to expansion of such sewer system to the Lowes;

WHEREAS, Lowes and Town seek this Agreement to outline the duties and obligations related to the management and operation of sanitary sewer to be performed by the Association;

NOW, THEREFORE, the Parties hereto intending to be legally bound and in

consideration of the respective undertakings made and described herein, do agree as follows:

1. **Installation of Sewer Systems.** The Lowes shall be solely responsible for the entire cost, expense and supervision of the design, engineering, upgrade, construction and installation of the sewer collection, treatment and disposal system, and connection to the existing sewer system in the Project as directed by the Association and the Lowe do hereby agree to release, defend, and hold the Town harmless for the same in perpetuity.
2. **Agricultural Preservation Easement.** The Lowes shall not interfere with any area designed on the Project plat as Open Space Non-Residential Lot (For Sewer Infiltration System) (the "*Non-Residential Lot*") on the proposed plat.
3. **Department of Water Quality.** Upon completion of the sewer system upgrade and extension construction and installation, the Lowes shall be responsible to obtain an inspection and approval of the system from the Utah State Department of Environmental Quality and/or the Weber-Morgan Health Department, as the case may be. Once the Lowes obtain approval of the system from the State Department of Water Quality and/or the Weber-Morgan Health Department, the Lowes shall provide such approve along with a notice thereof to the Town who may also inspect the same.
4. **Town Responsibilities.** Following approval of the Lowes extended system, the Town shall at that time begin to provide oversight and supervision of the extended sewer systems through a third-party professionals selected and paid for by the Association, as determined in its sole and reasonable discretion and collected from the Lowes. The rights and duties of the Town relating to the sewer system

and to the Association's operation and maintenance therefore shall be governed by the State's description of the rights and responsibilities of a Body Politic as such are currently defined by Utah Law under Rule 317-1-1, and as such may be hereafter amended from time-to-time.

5. **Maintenance.** It is anticipated at this time that the extension, control, and maintenance of the portion of the sewer system including the collection, treatment, and disposal systems shall be vested in the Association in perpetuity. All sewer lines to the treatment site in the Project is the responsibility of the Lowes at their sole expense for any and all expenses, operation, replacement, and maintenance whatsoever.
6. **Easement.** The Town shall enjoy an easement on the Lowes property in order to conduct its inspections for purposes of ingress, egress, repair and any other related correction, relocation or access needs whatsoever at the expense of the Lowes to reimburse the Town for any actual expenses incurred by the Town.
7. **Town Recommendations.** The Association agrees to be bound by the reasonable requirements and recommendations which the Town shall make to the Association in connection with the Lowes extension so that the Town may act as the Body Politic for this sewer system extension. Any cost of maintenance, upgrade, repair, or operation which is reasonably required by the Town in its capacity as Body Politic over this extended sewer system shall be borne solely by the Association on an annual basis. The Town shall have no financial responsibility relating to the sewer system, except for routine inspections (collectively, the "***Town Inspections***"). Town Inspections shall not occur more

frequently than semi-annually (i.e., two (2) times per year). The Association shall be responsible for no more than Five Hundred and No/100 Dollars (\$500.00) per Town Inspection, which amount is adjusted by the Town based upon the actual cost of the inspection incurred by the Town. If the Town imposes reasonable conditions upon the Association which the Association fails to reasonably implement for this sewer system extension relating to the Lowes, the Town has the right, but not the duty, to incur the reasonable expense of implementation thereof and to recover the costs of said implementation from the Association and to take any other action permitted by law to recover said costs; provided, however, prior to the Association being responsible to reimburse the Town the Town shall provide document support evidence the actual and reasonable costs of such implementation.

8. **Future Sewer District.** Upon request from Town officials, the Lowes hereby consents to the sewer system annexing into or to otherwise become a part of any future sewer district, existing sewer district, or other body politic which may eventually be organized by the Town or otherwise. If and when at any time in the future the leechfield, drainfield, or such other similar and appropriate term is bypassed or no longer used, this Agreement shall be automatically terminated without the need of any additional instrument evidencing such termination.

9. **Exclusivity.** The Parties expressly acknowledge that the system contemplated herein has been designed and approved by the Department of Water Quality and the Weber Morgan Health Department exclusively for the use of the Association. Upon execution of this Agreement, the Association is deemed to be at capacity for



its sewer services and shall prohibit and otherwise deny any future request to connect whatsoever and shall not further bother the Town in this regard.

10. **Connections and Ownership.** The sewer system extension is designed to accommodate a maximum of four (4) connections for the Lowes in the sewer system in developed as part of the Project and owned, operated and maintained by the Association. This ownership excludes the collection lines which the Lowes shall own, operate, maintain, and replace at their sole expense.
11. **Waivers** No waiver of any requirements, breach or default shall constitute a waiver of any other requirement, breach or default, whether of the same or any other covenant or conditions. No waiver, benefit, privilege or service voluntarily given or performed by either Party shall give the other any contractual right by custom, estoppel, or otherwise.
12. **Entire Agreement.** This Agreement contains the entire agreement between the Parties. No promise, representation, warranty or covenant not included in this Agreement shall be binding upon the Parties unless reduced to writing and signed by each Party.
13. **Amendment.** No subsequent amendment or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by each Party.
14. **Notices.** Any notice, demand, request, consent, approval, or other communication to be given by one Party to the other shall be given by; hand delivery, confirmed overnight mail or by mailing in the United States mail, certified or registered, addressed to the applicable Party at their respective addresses. Any such notice shall be deemed to have been given (i) upon delivery, if personally delivered or

delivered by any form of Federal Express\overnight delivery service, or (ii) if mailed, upon receipt. Either Party may change the address at which it desires to receive notice upon giving written notice of such request to the other Party.

15. **Successors and Assigns; Survival.** This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors, assigns and nominees. All covenants, representations and warranties contained herein shall survive Closing.
16. **Governing Law.** This Agreement shall be governed by, interpreted under, and enforced in accordance with, the laws of the State of Utah applicable to agreements made and to be performed wholly within the State of Utah.
17. **Execution of Other Documents; Compliance with Regulations.** The Parties hereto will do all other things and will execute all documents which are necessary for the transaction contemplated hereby to close. Furthermore, the Parties will comply at their own expense with all applicable laws and governmental regulation required for this transaction to close, including without limitation any required filings with governmental authorities.
18. **No Joint Venture.** The Parties understand, acknowledge, and agree that this Agreement shall not constitute nor be regarded as joint venture agreement and that the Parties shall not be regarded in any manner whatsoever as partners or joint venturers in connection with the Property or the transactions contemplated hereunder. The Parties are merely entering into this agreement to allow for this process to be completed in an expeditious fashion. However, the Parties are responsible for their respective tax, liability and business consequences resulting

from said cooperation.

19. **Captions.** The captions of the various paragraphs of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content, or intent of this Agreement or of any part of this Agreement.
20. **Partial Invalidity.** If any term of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
21. **Warranty of Authority.** The individuals signing this Agreement for the Parties each Grants, by his signature, that he has full authority to enter into this Agreement on behalf of the Party for whom signs.

[Remainder of page left intentionally blank. Additional pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective, duly authorized representatives as of the \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date").

TOWN:

HUNTSVILLE TOWN

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF UTAH                    )  
  §  
COUNTY OF WEBER            )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me \_\_\_\_\_, the Mayor and authorized signer of Huntsville Town, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed this Development Agreement on behalf of Huntsville Town, and who duly acknowledged to me that she / he executed the same for the purposes therein stated.

\_\_\_\_\_  
*Notary Public*

[Developer and Association signature and acknowledgement pages follow.]

LOWES:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Representative

STATE OF UTAH )

§

COUNTY OF WEBER )

On the \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me  
\_\_\_\_\_, who being by me duly sworn, did say that she / he is the  
Authorized Representative of \_\_\_\_\_ and that the within and foregoing  
instrument was signed on behalf of \_\_\_\_\_ with proper authority and duly  
acknowledged to me that he executed the same.

\_\_\_\_\_  
*Notary Signature*

[Association signature and acknowledgement pages follow.]

**ASSOCIATION:**

The Sage Owners Association, Inc.,  
a Utah non-profit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Representative

STATE OF UTAH )  
COUNTY OF WEBER )

On the \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that she / he is the Authorized Representative of The Sage Owners Association, Inc., a Utah non-profit corporation, and that the within and foregoing instrument was signed on behalf of said non-profit corporation with proper authority and duly acknowledged to me that he executed the same.

*Notary Signature*

**Town Council Meeting – Friday June 20, 2025**

**Minutes of the Huntsville Town Council Meeting held at the Huntsville Town Hall 7474 E. 200 S., 10:00 a.m.**

**The Town Council Meeting was scheduled to adopt the Utah State Tax Rate.**

**Attending: TCM Sandy Hunter, TCM Bruce Ahlstrom, Melissa Knowles- Treasurer, Nikki Wolthuis- Clerk**

**Zoom: Mayor Richard Sorensen**

Melissa Knowles gave the TC a copy of the tax rate and a record of how the rate had changed in Huntsville Town over the years. **(See Attachment #1)** She explained that the tax rate usually goes down every year. The town can accept the rate or raise the rate, but they would have to notify the County by June 1<sup>st</sup> if they were going to raise it. In July, they would do a Truth in Taxation public hearing. The TC spoke about doing that next year.

**TCM Ahlstrom motioned to approve the Utah State Tax Rate. TCM Sandy Hunter seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 3-0.**

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

**Meeting ended at 10:27 AM**

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Nikki Wolthuis, Deputy Clerk

**MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING****Tuesday June 24, 2025, 6:00 p.m.****Huntsville Town Hall, 7474 E. 200 South, Huntsville**

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

**Citizens:** Sarge Tovar, Jeab Ammar, Liz Poulter, Jeff Keeney, Marshall McGonegal, Lt. Butler, Sheriff Arbona, Tommy Christie, Kaitlin Poulter, Grant Stanley, Clark Wangsgard, Lisa Woolsey, Matt Lowe, Melissa Knowles- Town Treasurer, Beckki Endicott- Town Clerk

1 Mayor Richard Sorensen called the meeting to order.

There is a full quorum present.

2-Pledge of Allegiance led by Marshall McGonegal

3-Opening Ceremony given by Artie Powell

4-Public Comments:

Matthew McKay - wanted to make sure it was ok to remove volunteer trees on Steve Starks' property on 100 S. TCM Sandy Hunter, who is also a member of the Huntsville Tree Board gave him the ok. She suggested Matthew talk to Steve or Jake Songer to get ideas for what trees to plant and he already had planned to walk the property with Jake Songer.

Sarge Tovar - He reported that the Memorial Day ceremony at the cemetery went great. For the 4<sup>th</sup> of July they ordered harnesses so American Legion members could carry their flags as part of the honor guard in the parade.

5. Sheriff's Presentation

Sheriff Arbona gave a presentation regarding the state of the Sheriff's Office. He gave data on the amount of deputies the county has and where and when they serve. He covered important topics including the expectations of the public and expectations of victims, crime numbers across the county and state, and acceptable numbers of officers per 1,000 people. He discussed the challenges of covering the whole valley because of the time it takes to drive from one end to the other. He discussed the difficulty in getting more officers to work for the county. At the end he answered a few questions from the council and citizens.

6. Discussion and/or action on approval of Minutes for Town Council Meeting June 5, 2025 (See Attachment #1)



TCM Sandy Hunter made some corrections.

**TCM Sandy Hunter motioned to approve Minutes for Town Council Meeting June 5, 2025 as amended. TCM Ahlstrom seconded the motion. All votes Ayes. Motion passed.**

7. Discussion and/or action on Minutes for Work Session June 5, 2025 (See Attachment #2)

TCM Powell made some corrections. **TCM Sandy Hunter motioned to approve Minutes for Work Session June 5, 2025 as amended. TCM Ahlstrom seconded the motion. All votes ayes. Motion passed.**

8. Discussion and/or action on approval of Business License for Aluminum Art (See Attachment #3)

**TCM Powell motioned to approve the business license for Aluminum Art. TCM Sandy Hunter seconded the motion. All votes Ayes. Motion passed.**

9. Discussion and/or action on Lease of Town Property 100 S. 7400 E. (See Attachment #4).

Kaitlin Poulter and her partner Grant Stanley gave a presentation on their business idea to bring a sauna to Huntsville Town on the vacant lots north of Town Hall. The Town Council discussed whether they get sales tax from this kind of business, what the best location would be and if saunas were allowed in the C-1 zone. The TC was not interested in a long-term lease. They hadn't yet made plans for the property and didn't want anything permanent there. The TC was interested in scheduling a Work Session to discuss the sauna business during the week of July 7<sup>th</sup>. **TCM Sandy Hunter motioned to move forward on talks to lease Town property to Ogden Valley Sauna LLC. TCM Ahlstrom seconded the motion. All votes ayes. Motion passed.**

10. Discussion and/or action on approval of amending the agreement with Sage for expansion of the community septic and amending responsibilities as the body politic. (See Attachment #5)

Matt Lowe explained that their subdivision, Lowe Legacy, wasn't perking and they had been in talks with the developer of Sage to ask if they could hook into their septic system. Sage had agreed to let them do this. Since Huntsville Town is the body politic on that system they were asking the Town to agree to this arrangement.

Mayor Sorensen stated that Huntsville Town was reluctant to be the body politic for the Sage Septic system when they were asked to do it years before, Since the Lowe property was not in Huntsville Town he wondered what advantage the town would have in adding their subdivision to the system.

Lisa Woolsey, representing Lowe properties stated that in other cities service is sometimes given beyond the boundaries. She gave the example from Bill Morris, Huntsville's attorney, who stated in the earlier Work Session meeting that Ogden City and its neighboring towns of Harrisville and Marriott Slaterville also have services that cross borders. TCM Powell explained that if the Sage HOA failed then a special service district could be formed to govern the system.

Mayor Sorensen addressed the costs versus benefits and stated that there would be no benefit to the town. He was still worried about what would happen if something went wrong.

Matt Lowe spoke up and stated that their family would make a donation to Huntsville Town's general fund for \$5,000 - \$10,000. He also agreed to pay attorney fees and other associated costs incurred by Huntsville to adjust the agreement and do the work to add them to the system.

TCM Ahlstrom stated that he was initially against it, but he could see benefits to Sage residents who are residents of Huntsville Town.

**TCM Powell motioned to approve amending the agreement with Sage for expansion of the community septic and amending responsibilities as the body politic with the condition of the Lowes improving the system to accommodate more hookups. TCM Sandy Hunter seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 3-1.**

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

**11. Discussion and/or action on approval of forgiveness for water leak bill at 285 S. 7200 E. (See Attachment #6)**

Mayor Sorensen explained that the leak was from old galvanized pipes. The homeowner took care of the issue right away. They were not able to find the source of the leak for some time. He also explained that those working on Huntsville Town's water system are discovering that the strong water pressure may be too high for the old galvanized pipes in town and it could be to blame for the many leaks throughout the system. **TCM Ahlstrom motioned to forgive the water leak bill of \$1,900.23 at 285 S. 7200 E. TCM Sandy Hunter seconded the motion. Roll Call vote. Votes reflected below. Motion passed 3-1.**

TCM Powell voted against the motion because of a lack of a water leak forgiveness policy. TCM Sandy Hunter stated that she voted in favor though she also had a concern about the lack of a policy.

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



12. Discussion and/or action on approval of purchase of snow pusher (See Attachment #7)

Beckki, Town Clerk stated that it was helpful to get a department recommendation on purchases before decisions were made.

**TCM Ahlstrom motioned to approve \$5,739.00 for purchase of a snow pusher at Holland Equipment Co. TCM Sandy Hunter 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			

13. Discussion and/or action on approval of Consolidation Application for Brent and Jeff Wangsgard (See Attachment #8)

Clark Wangsgard, father of Brent and Jeff Wangsgard, came to explain that their building lots needed to be consolidated per Huntsville Town's recommendation. TCM Hunter explained further that because the subdivision was created years ago without permission from the town, the lots would need to be consolidated first before a new subdivision could be made. The lots had been consolidated with the county prior to the meeting. The Planning Commission was in favor of this action.

**TCM Sandy Hunter motioned to approve the Consolidation Application for Brent and Jeff Wangsgard. TCM Ahlstrom seconded the motion. All votes Ayes. Motion passed.**

TCM Artie Powell wanted to state that in approving the consolidation they were not condoning the actions of the past property owner.

14. Discussion and/or action on approval of Road Repairs/Overlay at 6900 E. and 7300 E. (See Attachment #9)

TCM Ahlstrom explained that 6900 E. and 7300 E. are in the worst condition of all the streets in Huntsville. The job is just for overlay though one company suggested they pulverize the whole road. TCM Ahlstrom stated that although the cheapest bid was from Seal Pro he suggested they accept the bid of LaRose pavement. They have much more experience and their work is high quality.

**TCM Ahlstrom motioned to approve \$40,990 for Road Repairs/Overlay done by LaRose Paving at 6900 E. and 7300 E. TCM Sandy Hunter 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			

#### 15. Discussion and/or action on approval of seal coat of Huntsville Roads

TCM Ahlstrom explained that Zach Jenkins of Bandit Paving had donated the road work and striping that was done in front of the Town Hall. He did not feel good about Zach donating this expensive work so he decided to hire Bandit Paving to do seal coat work on roads in town.

**TCM Ahlstrom motioned to approve \$10,000.00 for seal coat work on 3 blocks of Huntsville Roads. TCM Sandy Hunter 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			

#### 16. Discussion on a skate park in Huntsville Town

TCM Powell passed around a brochure from a company that builds skate parks and pump tracks. He stated that Huntsville Town didn't need anymore pickle ball courts and they needed to diversify their park offerings. He pointed to the landscaping plans that were drawn up months ago and stated that there were elements of the plan that weren't needed and wouldn't be utilized. Beckki, acting as a citizen had comments and questions. Her grandson lives near the South Ogden Skate Park and she had noticed that it was very well used and clean. She was not against skate parks. She explained that motorcycles and other electric toys were used frequently in town without regulation. She wondered if a skate park would attract similar troublesome behavior.

Marshall McGonegal from OVPSA stated that skate parks police themselves.

TCM Powell spoke about possible locations of the park including on the Town Hall property or over on the south side of the tennis courts amongst the trees.

The TC looked at the master landscaping plan and discussed what they wanted behind the Town Hall. Tommy Christie wondered if a survey to understand what town residents wanted would be helpful. Marshall McGonegal stated that OVPSA had money and could help fund it.



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

17. Public Hearing: Amended Budget for FY25

Tommy Christie, Town resident stated that the Town needs more money.

Beckki stated that Town Treasurer Melissa Knowles had worked so hard on the budget and it should be amended.

TCM Powell stated that the tax rate went down and they needed to do a Truth in Taxation meeting to alter the rate. Melissa explained that next year they will be prepared to do that before the rate comes out.

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

18. Discussion and/or action on approval of the amended budget for FY25.(See Attachment #10)

Melissa explained that she had highlighted things that needed to be changed in the budget, including an increase in funds for the cemetery.

**TCM Sandy Hunter motioned to approve the amended budget for FY25. 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			

Department Updates

**Mayor Richard Sorensen-** Chandlyr Shupe who planned the patriotic program this year was doing an amazing job. An upright grand piano had been donated to the community center by LaVerna Newey's family. They will use this in the program.

Chandlyr has plans for a fall festival, melodrama and a program in February as well. The town needs to rezone the new cemetery property. He spoke with Weber County Commissioners and they thought it was a good idea.

**Councilmember Sandy Hunter-** Powder Landing property needed to be rezoned so they could sell alcohol. They would not open it to sell alcohol to the public, just to their club members. They are R-1 and looking to rezone to RC. Ogden Boat Club is RC-1. This might work for Powder Landing too. The nearby Ogden Boat Club is ok with it. Perhaps a work session would be needed to work out the details.

**Councilmember Artie Powell-** There will be a 4<sup>th</sup> of July Meeting July 1<sup>st</sup> at 5:00 pm

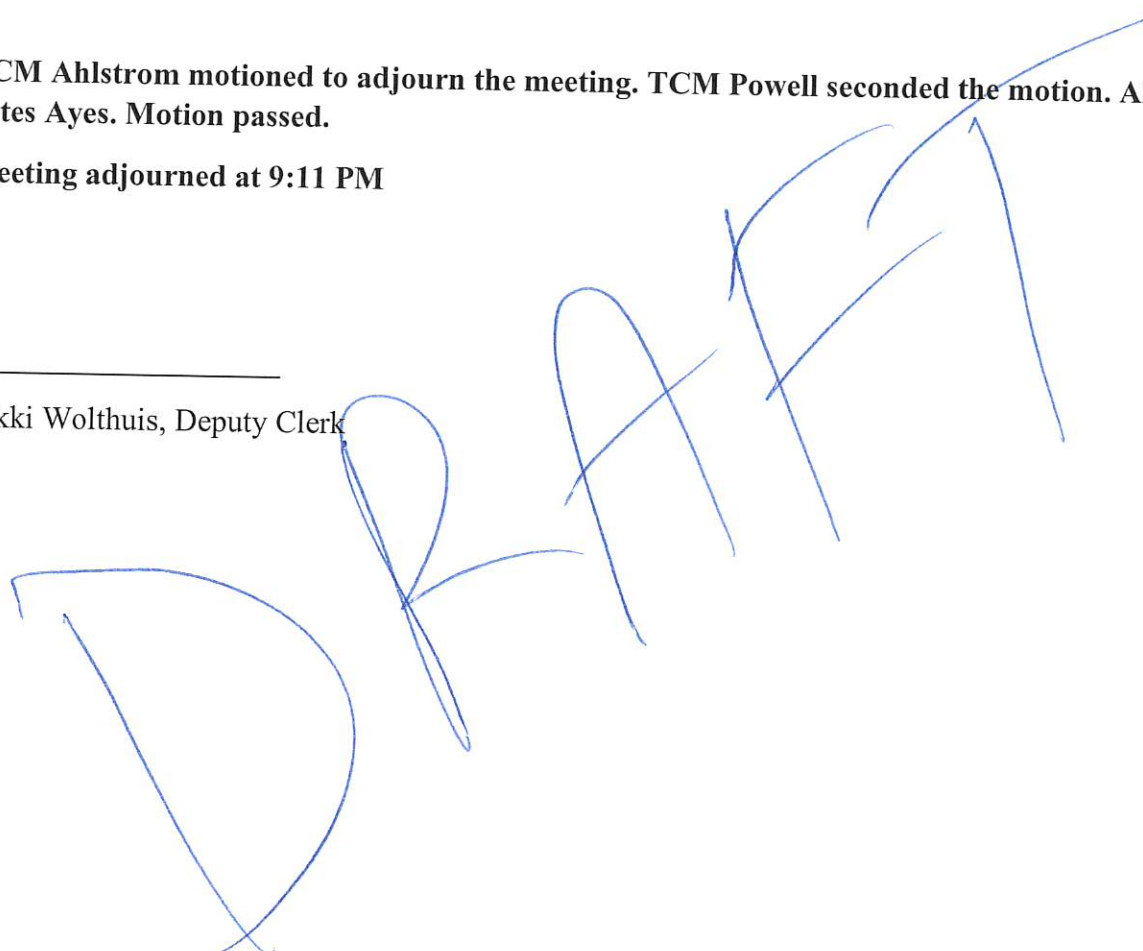
**Councilmember Bruce Ahlstrom-** He met with Jared Anderson at the new cemetery. They will need to contact the neighbor to get a right-of-way. There will be a \$1,000 fee for rezoning. The new Forest Ranger has had engineers working on solving the erosion issue at the cemetery.

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

**Meeting adjourned at 9:11 PM**

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Nikki Wolthuis, Deputy Clerk

A large, stylized blue ink signature, likely belonging to Nikki Wolthuis, is written across the middle of the page. The signature is composed of several sweeping, interconnected loops and lines, starting from the left and extending towards the right, partially overlapping the text of the meeting adjournment.

**WORK SESSION – Tuesday June 24, 2025**

**Minutes of the Huntsville Town Council Work Session held at the Huntsville Town Hall  
7474 E. 200 S., 4:00 p.m.**

The work session was scheduled to discuss the agreement with Sage for expansion of the community septic and amending responsibilities as the body politic.

**Attending:** Mayor Richard Sorensen, TCM Sandy Hunter, TCM Bruce Ahlstrom, TCM Artie Powell, Jared Anderson–Sunrise Engineering, Lisa Woolsey- Lowe Properties, Nikki Wolthuis–Clerk, Beckki Endicott- Clerk, Chad Meyerhoffer- Weber County, Matt Lowe, Gary, Ken Hunter-Reid and Associates

**Zoom- Summer Day- Weber Morgan Health Department, Robert Beers-County Engineer**

**Phone: Bill Morris-Attorney**

During the meeting each of the attendees had an opportunity to speak about the possibility, challenges, concerns, and opportunities of Huntsville Town allowing 4 additional hookups to the Sage septic System. The major points included:

1. The Lowe property did not pass the perk tests done by the Weber Morgan Health Department.
2. If the 4 lots in the Legacy subdivision were added to the system the drip field would need to be expanded.
3. If the Sage HOA were to go under, a special service district would be created to govern the system.
4. There would be no financial benefit to Huntsville Town in allowing the 4 lots to be added to the system.
5. There is difficulty in offering services to property owners outside the Town because it is hard to enforce the town's regulations and ordinances outside its boundaries.
6. In some cities utilities are offered across boundary lines to citizens of other entities.
7. Huntsville Town would have to amend the Sewer Agreement to allow for 4 more lots.
8. If the Lowes were not allowed to be added to the system, they would have to wait for a public sewer system to build on their lots.
9. One benefit would be that current Sage homeowners would have a decrease in fees for managing the system with the addition of four more users.

**Meeting ended at 5:08 PM**

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Nikki Wolthuis, Huntsville Town Clerk



**WORK SESSION – Tuesday July 9, 2025**

**Minutes of the Huntsville Town Council Work Session held at the Huntsville Town Hall  
7474 E. 200 S., 6:00 p.m.**

The work session was scheduled to discuss economic development strategies for Huntsville Town.

**Attending: Mayor Richard Sorensen, TCM Sandy Hunter, TCM Bruce Ahlstrom, TCM Artie Powell, Jim Truett, Jeff Keeney, Kaitlyn Poulter, Grant Stanley, Ron Gault, Mikelle Weil, John S. Henderson, Sherry Crandall, Kevin Anderson, and Representative Jason Kyle, Nikki Wolthuis- Deputy Clerk**

Tommy Christie, Huntsville Town's Economic Planning Committee Chair, began the meeting with a review of the financial performance of the town over the past two years. He spoke about the positive impact of the implemented taxation strategies, the rising costs across all Gov't departments, and the challenges of the water utility.

The committee discussed how a solid commercial core could enhance the community and generate commerce. They discussed the fact that many residents in Huntsville would like Huntsville to be a "bedroom community", but that it did not align with Huntsville's history, its current economic realities or its vision to be a resilient, independent town.

The committee reviewed the new name, purpose, vision, and objectives of the VISION Committee Charter. Mr. Christie stated that it was not a formal charter, but an internal guiding document to keep them aligned.

Finally, the committee had a brainstorming session on raising revenue and cutting costs. They discussed taxation, fees and fines, overhead, special events, commercial development opportunities, liquor laws, and their stake in Cemetery Point. Some ideas that came out of the session are listed below.

- A Powder Mountain Partnership
- Development of the 2 Lots North of Compass Rose
- A Commercial Opportunity: Form a group to create a mixed-use ordinance for review and consideration.
- Small Business Advocates: Small group to create a plan to partner with Local Businesses to support mutual success and economic vitality.
- Cemetery Point: Have Huntsville Town manage Cemetery Point.
- General Plan Update: Create a small group to engage in updating the General Plan (and, include the new Vision Statement)
- Liquor Laws: Work on amending proximity rules for small UT Towns
- Huntsville Town 501c3: Establish a non-profit to accept donations and endowments
- Financial Transparency and Education: Create a Financial Facts section of the Town Newsletter. Discussion on elevating the newsletter (and have print and digital versions)



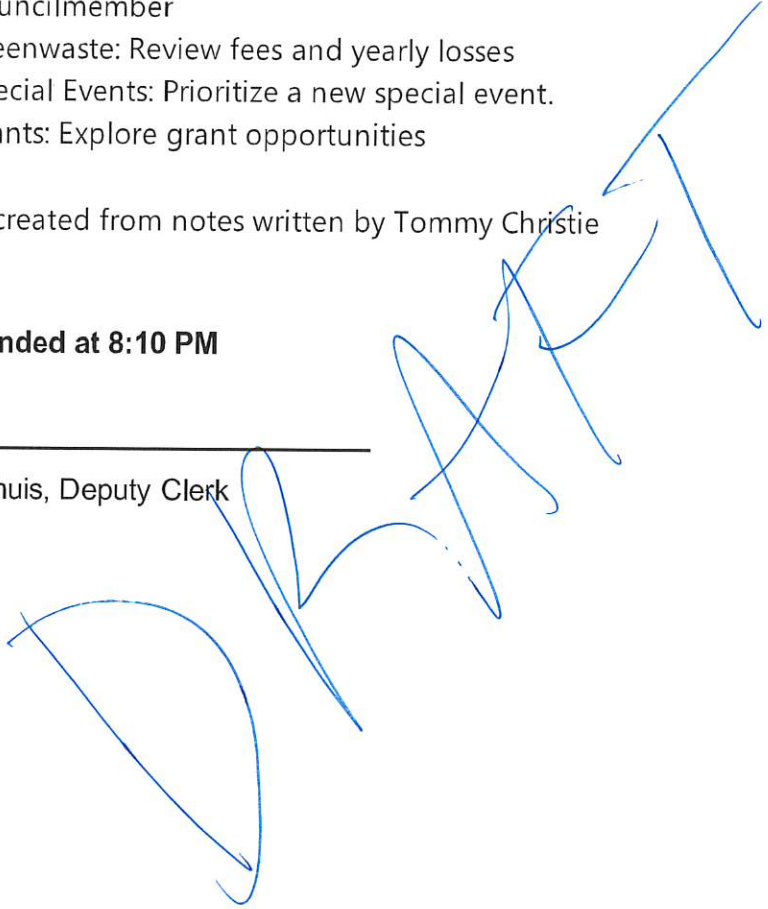
- Overflow Parking Lot: Decide on the highest and best use of the property that runs adjacent to Compass Rose and the 2 North Commercial Lots.
- Snowbasin Partnership: Establish a strong partnership with Snowbasin in lead up to Olympics
- Olympic Committee: Form a relationship/partnership with Olympic Committee
- New City Partnership: Strategic partnership with the new city, especially District 5 City Councilmember
- Greenwaste: Review fees and yearly losses
- Special Events: Prioritize a new special event.
- Grants: Explore grant opportunities

\*Minutes created from notes written by Tommy Christie

**Meeting ended at 8:10 PM**

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Nikki Wolthuis, Deputy Clerk



**WORK SESSION – Tuesday July 9, 2025**

**Minutes of the Huntsville Town Council Work Session held at the Huntsville Town Hall  
7474 E. 200 S., 5:00 p.m.**

**The work session was scheduled to discuss leasing town property for a sauna business.**

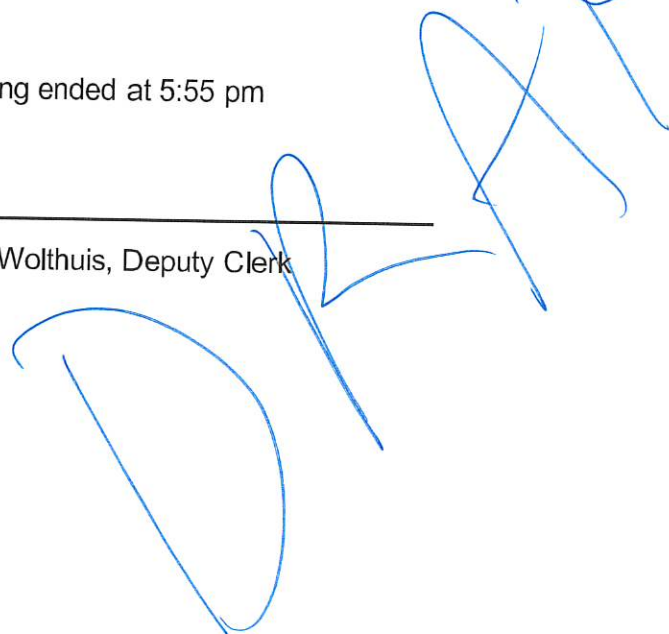
**Attending: Mayor Richard Sorensen, TCM Sandy Hunter, TCM Bruce Ahlstrom, TCM Artie Powell, Nikki Wolthuis—Clerk, Grant Stanley, Kaitlyn Poulter, and Jeff Hyde**

The Town Council and citizens walked outside behind Town Hall and looked at potential sites for the sauna business. They ended up in the southwest corner of town property close to the road and discussed the benefits of that location including proximity to parking, electricity, and water. The Town Council spoke about future plans for the area and felt that they may need to look at the landscape plans to see how the business location fits in with the future of the area. One issue was that a fire access road was in the plans to go through the immediate vicinity to serve both the town property and the Compass Rose Lodge. The sauna business would have to be located on either side of that.

Meeting ended at 5:55 pm

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Nikki Wolthuis, Deputy Clerk



## **STAFF REPORT TO TOWN COUNCIL**

**July 17, 2025**

### **Nuisance Code Update and Recodification**

#### **Findings:**

Chapter 2 of the Huntsville Town Municipal Code is dedicated to nuisance. The plan for recodification is to move the nuisance code to Chapter 8, under Health and Safety. Chapter 8 will include fire, water, garbage and nuisance.

The current code was codified or adopted in 2007. Noise standards were adopted in September 2015. Chapter 2 was updated in 2016 to align with State Standards. Noise standards are currently not adopted as part of the Utah State "inspection and cleaning" or nuisance code. Noise standards including curfews and restrictions on construction noise are requirements in zoning code.

In 2025, the Utah State Legislature updated the time requirements for appeal and enforcement. The time from notification to enforcement is currently 180 days per the UCA. A hearing officer must be provided as part of the state code. The Town can pay for abatement after inaction. In addition, the Town is provided the opportunity for reimbursement from the owner. That itemized billing can be attached to the property tax bill if necessary.

The Utah Codes cited are in the Town Council Packet.

#### **Staff Recommendations:**

Nuisance has always been a challenge in municipalities. It has been a challenge for Huntsville Town. We are a small town, know our neighbors, yet rarely approach them with negative impacts that we are experiencing. Sometimes approaching our neighbors is difficult when they are secondary homeowners. Many of the Town Council Members receive complaints about neighbor disputes. The mayor of our Town has become a mediator of sorts. Despite legitimate complaints, we receive very few formal written complaints from residents.

Huntsville Town does have a procedure that has not been well publicized because in the past, administrative efforts did not want to encourage complaining about the neighborhood. It involves filling out a written complaint with a payment of \$50. If the complaint is legitimate, the resident received the \$50 back and Huntsville proceeds to turn these complaints over to Weber County. Huntsville has a contract with Weber County for code enforcement. Working with Weber County has not resulted in any kind of code enforcement success. Many hours have been put forth by council members, while having a contract with Weber County, in negotiating peace amongst neighbors.

One success Huntsville has had is with our building inspector. With regards to Land Use, our building inspector has been very successful in helping our residents comply with our building and land use laws. Our relationship with our inspector is great and his goal is to help those with building projects comply with Huntsville Town Code.

One important complaint that has been readily made for the past two years is about noise after curfew hours. Huntsville Town Code has noise standards, yet those standards are unenforceable, even by Weber County Sheriff's Office because the noise standard must be specific and

measurable by decibel reader. Law Enforcement doesn't carry decibel readers and is rarely at the scene at the time a nuisance code is being violated. One piece of advice we received from Attorney Morris is to address curfews and restrictions around time periods in the zoning codes.

Huntsville Town currently has two outstanding resident requests for enforcement upon a neighbor. The complaint is legitimate but determining how to enforce the code and still show care and respect to a neighbor seems very difficult if only using the code and letters and attorneys. This is especially those that are older in years or have meager or difficult circumstances. Huntsville Town needs to change the approach.

- 1) Instead of making the code more restrictive, Huntsville should hire a non-resident of Huntsville that has the personality and experience to work with our residents on cleaning up their property.
- 2) Our municipal code needs to be solid, enforceable. We need to be able to use the code if needed.
- 3) Our approach needs to be complaint based, except for weed safety. Encourage those who call you who have legitimate needs to fill out a complaint form and have the code enforcement officer work with them on the property issues. The residents of Huntsville will need to get to know our code enforcement officer.

The Huntsville Town Staff recommend that this update of the nuisance code be passed and noise curfews be removed and updated in the zoning ordinances.

**Required Action:**

**Motion to Approve** (Example: I move to recommend Approval of Ordinance 2025-7-17 list reasons for approval Subject to Staff and other agency comments, and other conditions.

**Motion to Deny** (Example: I move to recommend Denial, list reasons for denial.

**Motion to Table** (Example: I move to Table, list reasons for tabling, Date tabled to and requirements for reappearance.)

**HUNTSVILLE TOWN  
ORDINANCE 2025-7-17**

**ADMINISTRATIVE PROCEEDINGS AND NUISANCES**

**AN ORDINANCE OF THE TOWN OF HUNTSVILLE, UTAH, ADOPTING CHAPTER 2.14 OF THE HUNTSVILLE TOWN MUNICIPAL CODE ENTITLED “ADMINISTRATIVE PROCEEDINGS” TO COMPLY WITH STATE LAW; REPEALING CHAPTER 2 OF THE HUNTSVILLE TOWN MUNICIPAL CODE TITLED “NUISANCE” TO COMPLY WITH THE HUNTSVILLE TOWN RECODIFICATION TEMPLATE; ADOPTING CHAPTER 8.04 OF THE HUNTSVILLE TOWN MUNICIPAL CODE ENTITLED “INSPECTION AND CLEANING” TO COMPLY WITH STATE LAW; PROVIDING SEVERABILITY; AND EFFECTIVE DATE.**

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

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

**WHEREAS**, Title 10, Chapter 11, of the *Utah Code Annotated*, as amended, governing “Inspection and Cleaning” enables municipalities to remove and abate certain nuisances and requires “Administrative Proceedings” in certain circumstances in order for effective enforcement;

**WHEREAS**, the Town finds it necessary to update the Municipal Code to comply with multiple changes in state law, and to protect public health, safety, and welfare;

**WHEREAS**, the Town finds it necessary to update the numbering of the nuisance code, moving the current nuisance code from Chapter ~~two-Two~~ (2) and establishing a “Health and Safety” chapter including garbage, fire, water, and nuisance as Chapter ~~eight-Eight~~ (8).

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

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

**Section 2: Amendment.** Chapter 2 of the *Huntsville Town Municipal Code* is hereby repealed, and Chapter 2.14 is enacted to read as follows;



**Section 3:** Chapter 8.06 of the *Huntsville Town Municipal Code* is hereby enacted to read as follows:

**Chapter 2.14**  
**Administrative Proceedings**

**Sections:**

- 02.14.010      Administrative Proceedings.**
- 02.14.020      Hearing Officer.**
- 02.14.030      Procedure.**
- 02.14.040      Non-judicial Penalty.**
- 02.14.050      Penalties from State Law.**

**02.14.010      Administrative Proceedings.**

In accordance with Utah Code §10-3-703.7, the Town hereby adopts this Chapter to establish an administrative proceeding to review and decide one or more civil violations of the Municipal Code.

**02.14.020      Hearing Officer.**

The mayor, with the advice and consent of the Town Council, may designate one (1) or more persons duly licensed and in good standing with the Utah State Bar as a Hearing Officer under this Chapter.

**02.14.030      Procedure.**

1. Authority. The Hearing Officer shall hear and decide cases arising from Chapter 8.04, and any other state law or municipal code where the Town is subject to the administrative proceeding specified in this Chapter.
2. Due Process. The Town shall provide due process for parties participating in the administrative proceedings by providing written notice of the date, time, place, and subject of the administrative hearing to the address of record for the property owner(s) and/or occupant(s) at the Office of the Weber County Recorder and an opportunity to be heard before the hearing officer.
3. Appeal. Only any-an adversely affected person who has standing may ~~make-an~~ appeal the Hearing Officer's decision. Any appeal from the Municipal Inspector enforcing Chapter 8.04, or other applicable code(s), is to be made in writing filed with the Town Clerk/Recorder and directed to the Hearing Officer under this Chapter. Subsequent appeals or any court action after the final decision of the Hearing Officer shall only be made in the Second District Court, State of Utah.
4. Review. The standard of review is based upon the preponderance of the evidence. Any appeal is limited to whether the Town made a significant error in its order, and the legal theories related to such errors or the impairment of due process, as such relate to specific code violation(s).

5. Hearing. An administrative hearing is conducted by the Hearing Officer informally. Rules of procedure and evidence are informally applied, and deference is afforded to the determinations of the Municipal Inspector.
6. Exhaustion. A party must exhaust all administrative remedies under this Chapter before appealing or bringing any action. An action shall only be brought in the Second District Court. The exhaustion requirement in this sub-section may be waived in writing by the Town Attorney. An argument that was not raised before the Hearing Officer shall not be raised on appeal before any Court, and the Court shall afford deference to the determinations of the Hearing Officer.

#### **02.14.040 Non-judicial Penalty.**

1. Limitations. In accordance with Utah Code §10-3-703.7(3)(a), the Town may not impose a nonjudicial penalty for a violation of a land use regulation or a nuisance code under Chapter 8.04, unless the Town provides to the individual who is subject to the penalty written notice that:
  - a. Identifies the relevant regulation or ordinance at issue;
  - b. Specifies the violation of the relevant regulation or ordinance; and
  - c. Allows a reasonable period to cure the violation, considering the cost involved in doing so.~~Provides for a reasonable time to cure the violation, taking into account the cost of curing the violation.~~
2. Pending. The Town may not collect on a nonjudicial penalty for a violation of a land use regulation or a nuisance code under Chapter 8.04 that is outstanding or pending on or after May 14, 2019, unless the Town imposed the outstanding or pending penalty in relation to a written notice that:
  - a. Identified the relevant regulation or ordinance at issue;
  - b. Specified the violation of the relevant regulation or ordinance; and
  - c. Allows a reasonable period to cure the violation, considering the cost involved in doing so.~~Provided for a reasonable time to cure the violation, taking into account the cost of curing the violation.~~
3. Violations. Based upon this Town adopting this Chapter establishing an administrative proceeding process for one (1) or more violation(s) of the Municipal Code in accordance with the requirements of Utah Code §10-3-703.7, the Town hereby adopts and imposes the following for each violation of an order issued under Utah Code §10-11-2(1)(c):
  - a. A civil penalty in accordance with Utah Code §10-3-703(2); or
  - b. In accordance with Utah Code §10-3-703(1), a criminal penalty, including ~~by~~ a fine not to exceed the maximum class B misdemeanor fine under Utah Code §76-3-301, ~~by~~ a term of imprisonment up to six (6) months, or ~~by~~ both the fine and term of imprisonment.
  - c. In accordance with Utah Code §10-11-2(1)(d), the Town shall provide one hundred eighty (180) days after the day on which the written notice from the Municipal Inspector for violations under Chapter 8.04 is delivered in person or the date the notice is ~~post-marked~~postmarked for the recipient of the notice to:
    - i. Abate the hazardous materials; or
    - ii. Appeal the notice and begin the administrative proceeding process.



#### **02.14.050 Penalties from State Law.**

1. Criminal. In accordance with Utah Code §10-3-703, the Town hereby imposes a criminal penalty for each violation of the Municipal Code involving enforcement actions initiated by the Town which shall be a fine not to exceed the maximum class B misdemeanor fine under Utah Code §76-3-301, ~~by~~ a term of imprisonment up to six (6) months, or ~~by~~ both the fine and term of imprisonment.
  - a. The Town may not impose a criminal penalty greater than an infraction for a violation pertaining to an individual's pet, as defined in Utah Code §4-12-102, or an individual's use of the individual's residence, ~~unless~~ the violation:
    - i. Is a nuisance as defined in Utah Code §78B-6-1101(1); and
    - ii. Threatens the health, safety, or welfare of the individual or an identifiable third party; or
    - iii. The Town has imposed a fine on the individual for a violation that involves the same residence or pet on three (3) previous occasions within the past twelve (12) months.
  - b. Utah Code §10-3-703(1)(b) does not apply to enforcement of a building code or fire code violation in accordance with Title 15A, State Construction and Fire Codes Act.
2. Civil. Except as provided in Utah Code §10-3-703(2)(b), the Town hereby prescribes a civil penalty for each violation of the Municipal Code involving enforcement actions initiated by the Town by a fine not to exceed the maximum class B misdemeanor fine under Utah Code §76-3-301. The Town may not impose a civil penalty or adjudication for the violation of a moving traffic violation.
3. Issuance. Except as provided in Utah Code §10-3-703(3)(b) or Utah Code §77-7-18, a municipal officer or official who is not a law enforcement officer described in Utah Code §53-13-103, or a special function officer described in Utah Code §53-13-105 may not issue a criminal citation for a violation that is punished as a misdemeanor. Notwithstanding Utah Code §10-3-703 (1) or (3)(a), the following may issue a criminal citation for a violation that is punished as a misdemeanor if the violation threatens the health and safety of an animal or the public:
  - a. A fire officer described in Utah Code §53-7-201; or
  - b. An animal control officer described in Utah Code §11-46-102.
4. Limitations. The Town may not issue more than one (1) infraction within a fourteen (14) calendar day ~~time~~ period for a violation described in Utah Code §10-3-703(1)(b) that is ongoing.

### **Chapter 8.04 Inspection and Cleaning**

#### **Sections:**

**08.04.010 Nuisance and Abatement.**

**08.04.020 Inspection and Notice.**



- 08.04.030      **Abatement Procedure.**
- 08.04.040      **Cost Recovery.**
- 08.04.050      **Non-exclusive Remedy.**
- 08.04.060      **Penalty.**

**08.04.010      Nuisance and Abatement.**

1. Applicability. In accordance with Utah Code §10-11-4(8), this Chapter does not apply to any public building, public structure, or public improvement.
2. Nuisance. In accordance with Utah Code §10-11-1, the Town Council, acting as the legislative body, hereby declares the following to be a nuisance subject to abatement by the Town:
  - a. Any nuisance as defined in Utah Code 78B-6-1101.
  - b. Hazardous materials as that term is defined in Utah Code §19-6-902.
  - c. The growth and spread of injurious and noxious weeds as Rule R68-9 entitled “Utah Noxious Weed Act” and any other weed determined to be an invasive species or noxious weed by the Utah State University Extension Service, Natural Resource Conservation Service, or by other governing agency.
  - d. Objects or materials which include, but ~~is~~are not limited to:
    - i. Garbage or refuse.
    - ii. Fuel, liquids, or oil not ~~properly~~ disposed of or stored properly.
    - iii. Debris, litter, junk, scrap, or trash that is spent, useless, or other discarded materials of any kind.
    - iv. Used tires, parts of any kind, unused vehicles or machinery, appliances left outdoors, and dilapidated furniture of any kind.
    - v. Unkept vegetation and/or weed plant materials; lawn grass over six (6) inches; leaves left on the ground; trimmings; any vegetation either growing excessively, unwatered, or dead.
    - vi. Building materials stored outside and not actively used as part of a duly issued and pending building permit.
    - vii. Waste products of any kind, food products, dead animals, or vicious animals.
    - viii. Unused or discarded bicycles, tricycles, or other types of equipment or parts; scrap metal.
    - ix. Wastepaper products, lumber, or any wood pile.
    - x. Accumulations of dirt, gravel, mud, ashes, or fire remains.
    - xi. Any salvage material or any other waste materials.
  - e. Any public nuisance that:
    - i. Is designated under any state statute.
    - ii. Creates a fire hazard.
    - iii. Contains any hazardous material or objects
    - iv. Is a source of pollution of any kind.

- v. ~~Creates or contributes to conditions that attract rodents, insects, or other life forms deleterious to human habitation.~~ Fosters rodents, insects, or other forms of life deleterious to human habitation.
  - vi. Unsightly or deleterious structures or surroundings.
  - vii. Lacks sanitation or conditions that foster disease.
  - viii. May involve illegal drug use.
  - ix. May injure public health or safety.
  - x. Involves other conditions that violate any law.
- f. An illegal object or structure that:
  - i. Was constructed without a land use and/or building permit.
  - ii. Blocks or obstructs a highway or traffic.
  - iii. Is used for illegal activities, drugs, or harboring criminal activity.
  - iv. Where a structure is left vacant and unsecured. Vacant structures shall be properly locked and secured to prevent entry, except by the owner or their agent. The Town may require windows and points of accesses to be boarded ~~where-if~~ a structure is left vacant.
- g. Any structure or any real property closed to occupancy or entry by:
  - i. The health department.
  - ii. The building official for building code violations.
  - iii. The district court under a court order.
  - iv. The presence of hazardous materials or substances.
- 3. Abatement. Any nuisance specified in this Section is subject to abatement at the direction of the Municipal Inspector as provided in this Chapter.
- 4. Municipal Inspector. In accordance with Utah Code §10-11-1, the mayor, with the advice and consent of the Town Council, shall appoint a Municipal Inspector for the purpose of carrying out and in accordance with the provisions of this Chapter.
- 5. Limitations. The state law provides for the following limitations, and the Town shall not:
  - a. Prohibit an owner or occupant of real property within the Town, including an owner or occupant who receives a notice in accordance with Utah Code §10-11-2, from selecting a person, as defined in Utah Code §10-1-104, to provide an abatement service for injurious and noxious weeds, garbage and refuse, a public nuisance, or an illegal object or structure.
  - b. Require that an owner or occupant ~~to~~ use the services of the Municipal Inspector or any assistance employed by the Municipal Inspector described in Utah Code §10-11-3 to provide an abatement service.
- 6. Requirements. The Town may require an owner or occupant to:
  - a. Use the abatement services, as described in Utah Code §10-11-3, of the Municipal Inspector, including the use of a certified decontamination specialist as described in Utah Code §19-6-906, or any assistance employed by the Municipal Inspector if:
    - i. The Municipal Inspector provides notice to abate within a reasonable period of time of at least ten (10) days to the owner(s) or occupant(s) of the subject property as described in Utah Code §10-11-2 (The Municipal Inspector provides the owner(s) or occupant(s) of the subject property with notice to



abate, allowing a reasonable period of not less than ten (10) days, in accordance with Utah Code §10-11-2.???); and

- ii. The owner(s) or occupant(s) fail to abate the nuisances on the subject property within the ten (10) ~~day reasonable period of time~~days and in accordance with the notice.
- b. The Town may require that an owner or occupant use the abatement services of a certified decontamination specialist to abate hazardous materials.
- c. Nothing in the state law or this Chapter may be construed:
  - i. As authorizing the Town to regulate items that are within the exclusive jurisdiction of the Department of Agriculture and Food as provided in Utah Code §4-2-305, including commercial feed, fertilizer, pesticides, and seeds; or
  - ii. As limiting or abrogating the authority of a local health department under Utah Code §19-6-905.
7. Liability. The owner(s) and/or occupant(s) are liable for any damage, injury, or death that may result from a nuisance on their property.

#### **08.04.020 Inspection and Notice.**

1. Duties. In accordance with Utah Code §10-11-2, the Municipal Inspector is authorized and directed to:
  - a. Examine and investigate real property for nuisances specified in this Chapter or as provided under applicable law.
  - b. Issue an order limiting or restricting access to a structure and ~~the its appurtenant~~ real property ~~appurtenant to the structure~~ while the Municipal Inspector or a certified decontamination specialist destroys, removes, or abates hazardous materials within the structure.
2. Limitations. The Municipal Inspector cannot abate conditions solely associated with the interior of a structure, unless required:
  - a. For the demolition and removal of the structure; or
  - b. To eliminate or remove hazardous materials within a structure that has been closed to occupancy or entry by a local health department or fire department.
3. Notice. Where the Municipal Inspector conducts an examination and investigation and determines that a violation or nuisance exists, the Municipal Inspector shall deliver written notice of the examination and investigation in accordance with Utah Code §10-11-2(2).
  - a. The Municipal Inspector shall serve written notice to a property owner of record according to the records of the county recorder in accordance with Utah Code §10-11-2(2)(b).
  - b. The Municipal Inspector may serve written notice in accordance with Utah Code §10-11-2(2)(b) to a non-owner occupant of the property or another person responsible for the property who is not the owner of record, including a manager or agent of the owner, if:
    - i. The property owner is not an occupant of the property; and
    - ii. ~~The Town adopts this ordinance which hereby imposes a duty to maintain the property on an occupant who is not the property owner of record or a person~~

other than the property owner of record who is responsible for the property. By adopting this ordinance, the Town imposes a duty to maintain the property on any occupant or other person responsible for the property who is not the recorded property owner.

- c. The Municipal Inspector may serve the written notice:
  - i. In person or by mail to the property owner of record as described in Utah Code §10-11-2(2)(a)(i), if mailed to the last-known address of the owner according to the records of the county recorder; or
  - ii. In person or by mail to a non-owner occupant or another person responsible for the property who is not the owner of record as described in Utah Code §10-11-2(2)(a)(ii), if mailed to the property address.
- 4. Notice Contents. In the written notice described in Utah Code §10-11-2(2)(a), the Municipal Inspector shall:
  - a. Identify the property owner of record according to the records of the county recorder;
  - b. Describe the property and the nature and results of the examination and investigation conducted in accordance with Utah Code §10-11-2(1)(a);
  - c. Identify the relevant code violation at issue and describe the violation citing the specific code;
  - d. Describe each order, fine, or penalty that may be imposed;
  - e. Special requirements for involving a structure or real property closed to occupancy:
    - i. For a structure or any real property closed to occupancy or entry by a local health department because of hazardous materials, explain the right of a property owner, occupant, or, if applicable, another person responsible for the property to abate the hazardous materials or appeal the notice within one-hundred eighty (180) days after the day on which notice is delivered in person or the date the notice is post-marked; and
    - ii. Require the property owner, occupant, or, if applicable, another person responsible for the property to:
      - 1. Eradicate or destroy and remove any identified item examined and investigated under Utah Code §10-11-2(1)(a); and
      - 2. Comply with Utah Code §10-11-2(2)(c)(vi)(A) in a time period designated by the Municipal Inspector but no less than ten (10) days after the day on which notice is delivered in person or post-marked, or for a notice related to hazardous materials, no less than one-hundred eighty (180) days after the day on which notice is delivered in person or post-marked.
    - iii. For a structure or any real property closed to occupancy or entry by a local health department because of hazardous materials, unless an order issued by a court of competent jurisdiction states otherwise, a municipality may not impose a fine or penalty on a property owner, occupant, or another person responsible for the structure or real property, and may not authorize a Municipal Inspector or a certified decontamination specialist to begin abatement of the hazardous materials, until:



1. The appeal and administrative proceeding process is completed; or
  2. The property owner, occupant, or another person responsible for the property has missed the deadline for filing the appeal.
- f. For a notice of injurious and noxious weeds described in Utah Code §10-11-2(2)(a), the Municipal Inspector is not required to make more than one (1) notice for each annual season of weed growth for weeds growing on a property.
- g. The Municipal Inspector shall serve the notice required under Utah Code §10-11-2(2)(a)(i) under penalty of perjury.

#### **08.04.030 Abatement Procedure.**

1. Administrative Proceedings. The procedure for administrative proceedings in Chapter ~~02-142.14~~ applies to this Chapter as specified in state law and implemented by the Municipal Code.
2. Failure to Comply. In accordance with Utah Code §10-11-2, if an owner of, occupant of, or other person responsible for real property described in the notice delivered in accordance with Section 10-11-2 fails to comply with Section 10-11-2, the Municipal Inspector may:
  - a. At the expense of the Town, employ necessary assistance to enter the property and destroy, remove, or abate one or more items or conditions identified in a written notice described in Utah Code §10-11-2; and
  - b. Prepare an itemized statement in accordance with Utah Code §10-11-3(1)(b); and
  - c. Mail to the owner of record according to the records of the Weber County Recorder, a copy of the statement demanding payment within 30 days after the day on which the statement is ~~post-marked~~ postmarked.
3. Itemized Statement. The itemized statement described in Utah Code §10-11-3(1)(a)(ii)(A) shall include:
  - a. The address of the property described in Utah Code §10-11-3(1)(a);
  - b. An itemized list of and demand for payment for all expenses, including administrative expenses, incurred by the Town under Utah Code §10-11-3(1)(a)(i); ~~and~~
  - c. The address of the Town Treasurer where payment may be made for the expenses; and
  - d. Notify the property owner:
    - i. That failure to pay the expenses described in Utah Code §10-11-3(1)(b)(i)(B) may result in a lien on the property in accordance with Utah Code §10-11-4;
    - ii. That the owner may file a written objection to all or part of the statement within twenty (20) days after the day of the statement ~~post-mark~~ postmark; and
    - iii. That the owner may file the objection with the Town Clerk/Recorder, including the address.

- e. A statement mailed in accordance with Utah Code §10-11-3(1)(a) is delivered when mailed by certified mail addressed to the property owners of record of the last-known address according to the records of the Weber County Recorder.
- 4. Lien. The Town may file a notice of a lien, including a copy of the statement described in Utah Code §10-11-3(1)(a)(ii)(A), or a summary of the statement in the records of the Weber County Recorder.
  - a. If the Town files a notice of a lien indicating that the Town intends to certify the unpaid costs and expenses in accordance with Utah Code §10-11-3(2)(a)(ii) and Utah Code §10-11-4, the Town shall file for record in the Weber County Recorder's office a release of the lien after all amounts owing are paid.
  - b. If an owner fails to file a timely written objection as described in Utah Code §10-11-3(1)(b)(ii)(B), or to pay the amount set forth in the statement under Utah Code §10-11-3(1)(b)(i)(B), the Town may:
    - i. File an action in a court with jurisdiction under Title 78A, Judiciary and Judicial Administration; or
    - ii. Certify the past due costs and expenses to the county treasurer in accordance with Utah Code §10-11-4.
- 5. Collection. If the Town pursues collection of the costs in accordance with Utah Code §10-11-3(2)(a)(i) or (4)(a), the Town may:
  - a. Sue for and receive judgment for all removal and destruction costs, including administrative costs, ~~and~~ reasonable attorney fees, interest, and court costs; and
  - b. Execute on the judgment in the manner provided by law.
- 6. Objection. If a property owner files an objection in accordance with Utah Code §10-11-3(1)(b)(ii), the Town shall:
  - a. Hold a hearing in accordance with Title 52, Chapter 4, Open and Public Meetings Act; and
  - b. Mail or deliver notice of the hearing date and time to the property owner.
- 7. Hearing. At the hearing described in Utah Code §10-11-3(3)(a)(i):
  - a. The Town shall review and determine the actual cost of abatement, if any, incurred under Utah Code §10-11-3(1)(a)(i).
  - b. The property owner shall pay any actual cost due after a decision by the Town at the hearing described in Utah Code §10-11-3(3)(a)(i) to the Town Treasurer within thirty (30) days after the day on which the hearing is held.
- 8. Failure to Pay. If the property owner fails to pay in accordance with Utah Code §10-11-3(3)(c), the Town may:
  - a. File an action in a court with jurisdiction under Title 78A, Judiciary and Judicial Administration, for the actual cost determined under Subsection (3)(b); or
  - b. Certify the past due costs and expenses to the county treasurer in accordance with Utah Code §10-11-4.
- 9. Reservations. The state law section does not affect or limit:
  - a. The Town Council's power to pass an ordinance as described in Utah Code §10-3-702; or

- b. A criminal or civil penalty imposed by a municipality in accordance with Utah Code §10-3-703.

**08.04.040 Cost Recovery.**

1. Tax Notice. In accordance with Utah Code §10-11-4, the Town may recover the cost of removal and abatement as part of the tax notice.
2. Certify. The Town may certify to the county treasurer the unpaid costs and expenses that the Town has incurred under Utah Code §10-11-3 with regard to the property. If the Town certifies with the county treasurer for the property under Section 10-11-3, the county treasurer shall enter the amount of the costs and expenses on the assessment and tax rolls of the county in the column prepared for that purpose. If current tax notices have been mailed, the county treasurer may carry the costs and expenses described in Utah Code §10-11-4(2) on the assessment and tax rolls to the following year.
3. Entry. After entry by the county treasurer under Utah Code §10-11-4(2):
  - a. The amount entered is a nonrecurring tax notice charge that constitutes a political subdivision lien, as those terms are defined in Utah Code §11-60-102, upon the property in accordance with Title 11, Chapter 60, Political Subdivision Lien Authority; and
  - b. The county treasurer shall collect the amount entered at the time of the payment of general taxes.
4. Foreclosure. Notwithstanding Utah Code §10-11-4(7), the Town may pursue judicial foreclosure to enforce the lien rather than relying on a tax sale. If the Town pursues judicial foreclosure under Utah Code §10-11-4(4)(b):
  - a. The Town shall record the lien in the office of the county recorder; and
  - b. The priority date of the lien, for the purpose of the judicial foreclosure, is the date on which the Town records the lien.
  - c. If the Town pursues judicial foreclosure under Utah Code §10-11-4(4)(b), and completes the judicial foreclosure, before any tax sale proceedings on a property described in Utah Code §10-11-4(1), the county treasurer shall remove from the assessment roll any costs or expenses that the county treasurer added to the assessment roll under Utah Code §10-11-4(2).
5. Release. Upon payment of the costs and expenses that the county treasurer enters under Utah Code §10-11-4(2):
  - a. The lien described in Utah Code §10-11-4(4) is released from the property;
  - b. The Town shall record a release of the lien in the office of the county recorder; and
  - c. The county treasurer shall acknowledge receipt upon the general tax receipt that the county treasurer issues.
6. Unpaid Costs. If the Town certifies unpaid costs and expenses under this Section, the county treasurer shall provide a notice, in accordance with Utah Code §10-11-4(6), to the owner of the property for which the Town has incurred the unpaid costs and expenses. In providing the notice required in Utah Code §10-11-4(6)(a), the county treasurer shall:
  - a. Include the amount of unpaid costs and expenses that the Town has certified on or before July 15 of the current year;

- b. Provide contact information, including a phone number, for the property owner to contact the Town to obtain more information regarding the amount described in Utah Code §10-11-4(6)(b)(i); and
- c. Notify the property owner that:
  - i. Unless the Town completes a judicial foreclosure under Utah Code §10-11-4(4)(b), if the amount described in Utah Code §10-11-4(6)(b)(i) is not paid in full by September 15 of the current year, any unpaid amount will be included on the property tax notice required by Utah Code §59-2-1317; and
  - ii. The failure to pay the amount described in Utah Code §10-11-4(6)(b)(i) has resulted in a lien on the property in accordance with Utah Code §10-11-4(4).
  - iii. The county treasurer shall provide the notice required by Utah Code §10-11-4(6) to a property owner on or before August 1.
- d. If the amount described in Utah Code §10-11-4(6)(b)(i) is not paid in full in a given year, by September 15, the county treasurer shall include any unpaid amount on the property tax notice required by Section 59-2-1317 for that year.

**08.04.050 Non-exclusive Remedy.**

This Chapter shall not be construed to exclude any other remedy provided by law or equity.

**08.04.060 Penalty.**

In accordance with Utah Code §10-3-703, and subject to any Administrative Proceedings, the following penalties apply:

1. Criminal. Any person who violates this Chapter is guilty of a class B misdemeanor and a fine not to exceed \$1,000.
2. Civil. Any person who violates this Chapter is subject to a civil fine not to exceed \$1,000, per day that the violation continues.

**Section 3: Repealer.** Chapter 2 is hereby repealed in its entirety.

**Section 4: 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 shall continue in full force and effect.

**Section 5: Effective date.** This Ordinance takes effect immediately upon adoption and posting.

PASSED AND ADOPTED by the Town Council on this 17<sup>th</sup> day of July, 2025.

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Mayor



ATTEST:

\_\_\_\_\_  
Town Clerk/Recorder

RECORDED this 17th day of July, 2025.

PUBLISHED OR POSTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**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, hereby certify that foregoing ordinance was duly passed, published and/or posted as required by State Law.

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

DATE: \_\_\_\_\_

**Effective 5/14/2019**

**10-3-703.7 Administrative proceedings -- Penalty for code violation.**

- (1) A municipality may adopt an ordinance establishing an administrative proceeding to review and decide a violation of a civil municipal ordinance.
- (2) An ordinance adopted in accordance with Subsection (1) shall provide due process for parties participating in the administrative proceeding.
- (3)
  - (a) A municipality may not impose a nonjudicial penalty for a violation of a land use regulation or a nuisance ordinance unless the municipality provides to the individual who is subject to the penalty written notice that:
    - (i) identifies the relevant regulation or ordinance at issue;
    - (ii) specifies the violation of the relevant regulation or ordinance; and
    - (iii) provides for a reasonable time to cure the violation, taking into account the cost of curing the violation.
  - (b) A municipality may not collect on a nonjudicial penalty for a violation of a land use regulation or a nuisance ordinance that is outstanding or pending on or after May 14, 2019, unless the municipality imposed the outstanding or pending penalty in relation to a written notice that:
    - (i) identified the relevant regulation or ordinance at issue;
    - (ii) specified the violation of the relevant regulation or ordinance; and
    - (iii) provided for a reasonable time to cure the violation, taking into account the cost of curing the violation.

Amended by Chapter 278, 2019 General Session

**Effective 5/7/2025**

**78B-6-1101 Definitions -- Nuisance -- Agriculture operations.**

- (1) As used in this part:
  - (a) "Controlled substance" means the same as that term is defined in Section 58-37-2.
  - (b) "Critical infrastructure materials operations" means the same as the term "critical infrastructure materials use" is defined in Section 10-9a-901.
  - (c) "Manufacturing facility" means a factory, plant, or other facility including its appurtenances, where the form of raw materials, processed materials, commodities, or other physical objects is converted or otherwise changed into other materials, commodities, or physical objects or where such materials, commodities, or physical objects are combined to form a new material, commodity, or physical object.
  - (d) "Nuisance" means anything that is injurious to health, indecent, offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property.
  - (e)
    - (i) "Possession or use" means the joint or individual ownership, control, occupancy, holding, retaining, belonging, maintaining, or the application, inhalation, swallowing, injection, or consumption, as distinguished from distribution, of a controlled substance, and includes individual, joint, or group possession or use of a controlled substance.
    - (ii) For a person to be a possessor or user of a controlled substance, it is not required that the person be shown to have individually possessed, used, or controlled the substance, but it is sufficient if it is shown that the person jointly participated with one or more persons in the use, possession, or control of a controlled substance with knowledge that the activity was occurring, or the controlled substance is found in a place or under circumstances indicating that the person had the ability and the intent to exercise dominion and control over it.
- (2) A nuisance may be the subject of an action.
- (3) A nuisance may include the following:
  - (a) drug houses and drug dealing as provided in Section 78B-6-1107;
  - (b) gambling as provided in Title 76, Chapter 9, Part 14, Gambling;
  - (c) criminal activity committed in concert with two or more individuals as provided in Section 76-3-203.1;
  - (d) criminal activity committed for the benefit of, at the direction of, or in association with any criminal street gang as defined in Section 76-9-802;
  - (e) criminal activity committed to gain recognition, acceptance, membership, or increased status with a criminal street gang as defined in Section 76-9-802;
  - (f) party houses that frequently create conditions defined in Subsection (1)(d);
  - (g) prostitution as provided in Title 76, Chapter 5d, Prostitution; or
  - (h) the unlawful discharge of a firearm as provided in state or local law.
- (4) A nuisance under this part includes:
  - (a) tobacco smoke that drifts into a residential unit a person rents, leases, or owns, from another residential or commercial unit and the smoke:
    - (i) drifts in more than once in each of two or more consecutive seven-day periods; and
    - (ii) creates any of the conditions described in Subsection (1)(d); or
  - (b) fumes resulting from the unlawful manufacturing or the unlawful possession or use of a controlled substance that drift into a residential unit a person rents, leases, or owns, from another residential or commercial unit.
- (5) Subsection (4)(a) does not apply to:

- (a) a residential rental unit available for temporary rental, such as for a vacation, or available for only 30 or fewer days at a time; or
- (b) a hotel or motel room.
- (6) Subsection (4)(a) does not apply to a unit that is part of a timeshare development, as defined in Section 57-19-2, or subject to a timeshare interest as defined in Section 57-19-2.
- (7) An action for nuisance against an agricultural operation is governed by Title 4, Chapter 44, Agricultural Operations Nuisances Act.

Amended by Chapter 141, 2025 General Session

Amended by Chapter 173, 2025 General Session

Amended by Chapter 174, 2025 General Session

Amended by Chapter 178, 2025 General Session

Amended by Chapter 387, 2025 General Session

**Effective 5/7/2025**

**10-11-1 Abatement of weeds, garbage, public nuisances, and hazardous materials --  
Selection of service provider.**

- (1) As used in this chapter, "hazardous materials" means the same as that term is defined in Section 19-6-902.
- (2) A municipal legislative body may:
  - (a) designate and regulate the abatement of:
    - (i) the growth and spread of injurious and noxious weeds;
    - (ii) garbage and refuse;
    - (iii) a public nuisance;
    - (iv) an illegal object or structure; or
    - (v) for a structure or any real property closed to occupancy or entry by a local health department, hazardous materials; and
  - (b) appoint a municipal inspector for the purpose of carrying out and in accordance with the provisions of this chapter.
- (3) A municipal legislative body may not:
  - (a) prohibit an owner or occupant of real property within the municipality's jurisdiction, including an owner or occupant who receives a notice in accordance with Section 10-11-2, from selecting a person, as defined in Section 10-1-104, to provide an abatement service for injurious and noxious weeds, garbage and refuse, a public nuisance, or an illegal object or structure; or
  - (b) require that an owner or occupant described in Subsection (3)(a) use the services of the municipal inspector or any assistance employed by the municipal inspector described in Section 10-11-3 to provide an abatement service described in Subsection (3)(a).
- (4) A municipality may require that an owner or occupant described in Subsection (3)(a) use the abatement services, as described in Section 10-11-3, of the municipal inspector, including the use of a certified decontamination specialist as described in Section 19-6-906, or any assistance employed by the municipal inspector if:
  - (a) the municipality adopts an ordinance providing a reasonable period of time of at least 10 days for an owner or occupant to abate the owner's or occupant's property after receiving a notice described in Section 10-11-2; and
  - (b) the owner or occupant fails to abate the property within the reasonable period of time and in accordance with the notice.
- (5) A municipality may require that an owner or occupant use the abatement services of a certified decontamination specialist to abate hazardous materials.
- (6) Nothing in this chapter may be construed:
  - (a) as authorizing a municipality to regulate items that are within the exclusive jurisdiction of the Department of Agriculture and Food as provided in Section 4-2-305, including commercial feed, plant food, pesticides, and seeds; or
  - (b) as limiting or abrogating the authority of a local health department under Section 19-6-905.

Amended by Chapter 91, 2025 General Session



**Effective 5/4/2022****10-11-2 Inspection of property -- Notice -- Penalties.**

(1)

- (a) If a municipality adopts an ordinance describing the duties of a municipal inspector appointed under Section 10-11-1, the ordinance:
  - (i) may, subject to Subsection (1)(b), direct the inspector to examine and investigate real property for:
    - (A) the growth and spread of injurious and noxious weeds;
    - (B) garbage and refuse;
    - (C) a public nuisance;
    - (D) an illegal object or structure; or
    - (E) hazardous materials; and
  - (ii) if an inspector conducts an examination and investigation under Subsection (1)(a), shall direct the inspector to deliver written notice of the examination and investigation in accordance with Subsection (2).
- (b) An ordinance described in Subsection (1)(a) may not direct an inspector or authorize a municipality to abate conditions solely associated with the interior of a structure, unless required:
  - (i) for the demolition and removal of the structure; or
  - (ii) to eliminate or remove hazardous materials within a structure that has been closed to occupancy or entry by a local health department or fire department.
- (c) An ordinance described in Subsection (1)(a) may direct an inspector or authorize a municipality to issue an order limiting or restricting access to a structure and the real property appurtenant to the structure while the municipal inspector or a certified decontamination specialist destroys, removes, or abates hazardous materials within the structure.
- (d) If a municipality has adopted an ordinance establishing an administrative proceeding process for the violation of a municipal ordinance in accordance with the requirements of Section 10-3-703.7, the municipality may adopt an ordinance imposing the following for a violation of an order issued under Subsection (1)(c):
  - (i) a civil penalty in accordance with Subsection 10-3-703(2); or
  - (ii) in accordance with Subsection 10-3-703(1), a criminal penalty, including by a fine not to exceed the maximum class B misdemeanor fine under Section 76-3-301, by a term of imprisonment up to six months, or by both the fine and term of imprisonment.
- (e) An ordinance adopted in accordance with Subsection (1)(d) shall provide 180 days after the day on which the written notice from an inspector is delivered in person or the date the notice is post-marked for the recipient of the notice to:
  - (i) abate the hazardous materials; or
  - (ii) appeal the notice and begin the administrative proceeding process.

(2)

(a)

- (i) The municipal inspector shall serve written notice to a property owner of record according to the records of the county recorder in accordance with Subsection (2)(b).
- (ii) The municipal inspector may serve written notice in accordance with Subsection (2)(b) to a non-owner occupant of the property or another person responsible for the property who is not the owner of record, including a manager or agent of the owner, if:
  - (A) the property owner is not an occupant of the property; and

- (B) the municipality in which the property is located has adopted an ordinance imposing a duty to maintain the property on an occupant who is not the property owner of record or a person other than the property owner of record who is responsible for the property.
- (b) The municipal inspector may serve the written notice:
  - (i) in person or by mail to the property owner of record as described in Subsection (2)(a)(i), if mailed to the last-known address of the owner according to the records of the county recorder; or
  - (ii) in person or by mail to a non-owner occupant or another person responsible for the property who is not the owner of record as described in Subsection (2)(a)(ii), if mailed to the property address.
- (c) In the written notice described in Subsection (2)(a), the municipal inspector shall:
  - (i) identify the property owner of record according to the records of the county recorder;
  - (ii) describe the property and the nature and results of the examination and investigation conducted in accordance with Subsection (1)(a);
  - (iii) identify the relevant regulation or ordinance at issue and describe the violation of the relevant regulation or ordinance;
  - (iv) describe each order, fine, or penalty that may be imposed;
  - (v) for a structure or any real property closed to occupancy or entry by a local health department because of hazardous materials, explain the right of a property owner, occupant, or, if applicable, another person responsible for the property to abate the hazardous materials or appeal the notice within 180 days after the day on which notice is delivered in person or the date the notice is post-marked; and
  - (vi) require the property owner, occupant, or, if applicable, another person responsible for the property to:
    - (A) eradicate or destroy and remove any identified item examined and investigated under Subsection (1)(a); and
    - (B) comply with Subsection (2)(c)(vi)(A) in a time period designated by the municipal inspector but no less than 10 days after the day on which notice is delivered in person or post-marked, or for a notice related to hazardous materials, no less than 180 days after the day on which notice is delivered in person or post-marked.
- (d) For a notice of injurious and noxious weeds described in Subsection (2)(a), the municipal inspector is not required to make more than one notice for each annual season of weed growth for weeds growing on a property.
- (e) The municipal inspector shall serve the notice required under Subsection (2)(a)(i) under penalty of perjury.
- (f) For a structure or any real property closed to occupancy or entry by a local health department because of hazardous materials, unless an order issued by a court of competent jurisdiction states otherwise, a municipality may not impose a fine or penalty on a property owner, occupant, or another person responsible for the structure or real property, and may not authorize a municipal inspector or a certified decontamination specialist to begin abatement of the hazardous materials, until:
  - (i) the appeal and administrative proceeding process is completed; or
  - (ii) the property owner, occupant, or another person responsible for the property has missed the deadline for filing the appeal.

Amended by Chapter 432, 2022 General Session

**Effective 5/3/2023**

**19-6-902 Definitions.**

As used in this part:

- (1) "Board" means the Waste Management and Radiation Control Board, as defined in Section 19-1-106, within the Department of Environmental Quality.
- (2) "Certified decontamination specialist" means an individual who has met the standards for certification as a decontamination specialist and has been certified by the board under Subsection 19-6-906(2).
- (3) "Contaminated" or "contamination" means:
  - (a) polluted by hazardous materials that cause property to be unfit for human habitation or use due to immediate or long-term health hazards; or
  - (b) that a property is polluted by hazardous materials as a result of the use, production, or presence of methamphetamine in excess of decontamination standards adopted by the Department of Health and Human Services under Section 26B-7-409.
- (4) "Contamination list" means a list maintained by the local health department of properties:
  - (a) reported to the local health department under Section 19-6-903; and
  - (b) determined by the local health department to be contaminated.
- (5)
  - (a) "Decontaminated" means property that at one time was contaminated, but the contaminants have been removed.
  - (b) "Decontaminated" for a property that was contaminated by the use, production, or presence of methamphetamine means that the property satisfies decontamination standards adopted by the Department of Health and Human Services under Section 26B-7-409.
- (6) "Hazardous materials":
  - (a) has the same meaning as "hazardous or dangerous material" as defined in Section 58-37d-3; and
  - (b) includes any illegally manufactured controlled substances.
- (7) "Health department" means a local health department under Title 26A, Local Health Authorities.
- (8) "Owner of record":
  - (a) means the owner of real property as shown on the records of the county recorder in the county where the property is located; and
  - (b) may include an individual, financial institution, company, corporation, or other entity.
- (9) "Property":
  - (a) means any real property, site, structure, part of a structure, or the grounds surrounding a structure; and
  - (b) includes single-family residences, outbuildings, garages, units of multiplexes, condominiums, apartment buildings, warehouses, hotels, motels, boats, motor vehicles, trailers, manufactured housing, shops, or booths.
- (10) "Reported property" means property that is the subject of a law enforcement report under Section 19-6-903.

Amended by Chapter 327, 2023 General Session

**R68. Agriculture and Food, Plant Industry.**

**R68-9. Utah Noxious Weed Act.**

**R68-9-1. Authority.**

Promulgated under authority of 4-2-2 and 4-17-3.

**R68-9-2. Designation and Publication of State Noxious Weeds.**

A. The following weeds are hereby officially designated and published as noxious for the State of Utah, as per the authority vested in the Commissioner of Agriculture and Food under Section 4-17-3:

There are hereby designated five classes of noxious weeds in the state: Class 1A (EDRR Watch List), Class 1 (EDRR), Class 2 (Control), Class 3 (Containment), and Class 4 (Prohibited for sale or propagation).

**TABLE**

Class 1A: Early Detection Rapid Response (EDRR) Watch List  
Declared noxious and invasive weeds not native to the state of Utah and not known to exist in the State that pose a serious threat to the state and should be considered as a very high priority.

Common crupina	Crupina vulgaris
African rue	Peganum harmala
Small bugloss	Anchusa arvensis
Mediterranean sage	Salvia aethiopis
Spring millet	Milium vernale
Syrian beancaper	Zygophyllum fabago
Ventenata (North Africa grass)	Ventenata dubia
Plumeless thistle	Carduus acanthoides
Malta starthistle	Centaurea melitensis

Class 1B: Early Detection Rapid Response (EDRR)  
Declared noxious and invasive weeds not native to the State of Utah that are known to exist in the state in very limited populations and pose a serious threat to the state and should be considered as a very high priority.

Camelthorn	Alhagi maurorum
Garlic mustard	Alliaria petiolata
Purple starthistle	Centaurea calcitrapa
Goatsrue	Galega officinalis
African mustard	Brassica tournefortii
Giant reed	Arundo donax
Japanese knotweed	Polygonum cuspidatum
Blueweed (Vipers bugloss)	Echium vulgare
Elongated mustard	Brassica elongata
Common St. Johnswort	Hypericum perforatum
Oxeye daisy	Leucanthemum vulgare
Cutleaf vipergrass	Scorzonera laciniata

Class 2: Control  
Declared noxious and invasive weeds not native to the state of Utah, that pose a threat to the state and should be considered

a high priority for control. Weeds listed in the control list are known to exist in varying populations throughout the state. The concentration of these weeds is at a level where control or eradication may be possible.

Leafy spurge	Euphorbia esula
Medusahead	Taeniatherum caput-medusae
Rush skeletonweed	Chondrilla juncea
Spotted knapweed	Centaurea stoebe
Purple loosestrife	Lythrum salicaria
Squarrose knapweed	Centaurea virgata
Dyers woad	Isatis tinctoria
Yellow starthistle	Centaurea solstitialis
Yellow toadflax	Linaria vulgaris
Diffuse knapweed	Centaurea diffusa
Black henbane	Hyoscyamus niger
Dalmatian toadflax	Linaria dalmatica

### Class 3: Containment

Declared noxious and invasive weeds not native to the State of Utah that are widely spread. Weeds listed in the containment noxious weeds list are known to exist in various populations throughout the state. Weed control efforts may be directed at reducing or eliminating new or expanding weed populations. Known and established weed populations, as determined by the weed control authority, may be managed by any approved weed control methodology, as determined by the weed control authority. These weeds pose a threat to the agricultural industry and agricultural products.

Russian knapweed	Acroptilon repens
Houndstounge	Cynoglossum officianale
Perennial pepperweed	Lepidium latifolium
(Tall whitetop)	
Phragmites (Common reed)	Phragmites australis ssp.
Tamarisk(Saltcedar)	Tamarix ramosissima
Hoary cress	Cardaria spp.
Canada thistle	Cirsium arvense
Poison hemlock	Conium maculatum
Musk thistle	Carduus nutans
Quackgrass	Elymus repens
Jointed goatgrass	Aegilops cylindrica
Bermudagrass*	Cynodon dactylon
Perennial Sorghum spp.	including but not limited to Johnson Grass (Sorghum halepense)and Sorghum alnum (Sorghum alnum).
Scotch thistle (Cotton thistle)	Onopordum acanthium
Field bindweed	Convolvulus spp.
(Wild Morning-glory)	
Puncturevine(Goathead)	Tribulus terrestris

\* Bermudagrass (Cynodon dactylon) shall not be a noxious weed in Washington County and shall not be subject to



provisions of the Utah Noxious Weed Law within the boundaries of that county. It shall be a noxious weed throughout all other areas of the State of Utah and shall be subject to the laws therein.

**Class 4: Prohibited**

Declared noxious and invasive weeds, not native to the state of Utah, that pose a threat to the state through the retail sale or propagation in the nursery and greenhouse industry. Prohibited noxious weeds are annual, biennial, or perennial plants that the commissioner designates as having the potential or are known to be detrimental to human or animal health, the environment, public roads, crops, or other property.

Cogongrass (Japanese blood grass)	Imperata cylindrica
Myrtle spurge	Euphorbia myrsinites
Dames Rocket	Hesperis matronalis
Scotch broom	Cytisus scoparius
Russian olive	Elaeagnus angustifolia

Each county in Utah may have different priorities regarding specific State designated Noxious Weeds and is therefore able to reprioritize these weeds for their own needs.

**R68-9-3. Designations and Publication of Articles Capable of Disseminating Noxious Weeds.**

A. As provided in Section 4-17-3, the following articles are designated and published by the Commissioner as capable of disseminating noxious weeds:

1. Machinery and equipment, particularly combines and hay balers.
2. Farm trucks and common carriers.
3. Seed.
4. Screenings sold for livestock feed.
5. Livestock feed material.
6. Hay, straw, or other material of similar nature.
7. Manure.
8. Soil, sod and nursery stock.
9. Noxious weeds distributed or sold for any purpose.
10. Livestock.

**R68-9-4. Prescribed Treatment for Articles.**

A. As provided in Section 4-17-3, the Commissioner has determined that the following treatments shall be considered minimum to prevent dissemination of noxious weed seeds or such parts of noxious weed plants that could cause new growth by contaminated articles:

1. Machinery and Equipment.
  - a. It shall be unlawful for any person, company or corporation to
    - (1) bring any harvesting or threshing machinery, portable feed grinders, portable seed cleaners or other farm vehicles or machinery into the state without first cleaning such equipment free from all

noxious weed seed and plant parts; or

(2) move any harvesting or threshing machinery, portable feed grinders or portable seed cleaners from any farm infested with any noxious weed without first cleaning such equipment free from all noxious weed seed and plant parts.

(a) Immediately after completing the threshing of grain or seed which is contaminated with noxious weeds, such machine is to be cleaned by:

(1) removing all loose material from the top and side of the machine by sweeping with a blower

(2) opening the lower end of elevator, return and measuring device and removing infested material from shakers, sieves, and other places of lodgement;

(3) running the machine empty for not less than five minutes, alternately increasing and retarding the speed; and

(4) following the manufacturer's detailed suggestions for cleaning the machine.

## 2. Farm Trucks and Common Carriers.

It shall be unlawful for any person, company or corporation to transport seed, screenings or feed of any kind containing noxious weed seed over or along any highway in this State or on any railroad operating in this State unless the same is carried or transported in such vehicles or containers which will prevent the leaking or scattering thereof. All common carriers shall thoroughly clean and destroy any noxious weed seeds or plant parts in cars, trucks, vehicles or other receptacles used by them after each load shall have been delivered to consignee before again placing such car, truck, vehicle or receptacle into service.

## 3. Seed.

a. It shall be unlawful for any person, firm or corporation to sell, offer or expose for sale or distribute in Utah any agricultural, vegetable, flower or tree and shrub seeds for seeding purposes which contain any seeds of those weeds declared noxious by the Commissioner of Agriculture and Food.

b. It shall be the duty of the State Agricultural Inspector to remove from sale any lots of seeds offered for sale which are found to contain noxious weed seeds. Such seed may be recleaned under the supervision of the inspector and, if found to be free from noxious weed seeds, the same may be released for sale or distribution; otherwise, such seed shall be returned to point of origin, shipped to another state where such weed shall be returned to point of origin, shipped to another state where such weed seed is not noxious, or destroyed or processed in such a manner as to destroy viability of the weed seeds.

## 4. Screenings Sold for Livestock Feed.

a. All screenings or by-products of cleaning grains or other seeds containing noxious weed seeds, when used in commercial feed or sold as such to the ultimate consumer, shall be ground fine enough or otherwise treated to destroy such weed seeds so that the finished product contains not more than six whole noxious weed seeds per pound.

b. All mills and plants cleaning or processing any grains or other seeds shall be required to grind or otherwise treat all screenings containing noxious weed seeds so as to destroy such weed seeds to the extent that the above stated tolerance is not exceeded

before allowing the same to be removed from the mill or plant. Such screenings may be moved to another plant for grinding and treatment; provided that: each container or shipment is labeled with the words "screenings for processing - not for seeding or feeding" and with the name and address of the consignor and the consignee.

5. Livestock Feed Material.

a. It shall be unlawful for any person, company or corporation to sell or offer for sale, barter or give away to the ultimate consumer any livestock feed material, including whole grains, which contain more than six whole noxious weed seeds per pound. Whole feed grain which exceeds this tolerance of noxious weed seeds may be sold to commercial processors or commercial feed mixers where the manner of processing will reduce the number of whole noxious weed seed to no more than six per pound.

6. Hay, Straw or Other Material of Similar Nature.

a. It shall be unlawful for any person, company or corporation to sell or offer for sale, barter or give away any hay, straw, or other material of similar nature, which is contaminated with mature noxious weed seeds or such parts of noxious weed plants which could cause new growth, or to alter, change or falsify in anyway information contained on a phytosanitary certificate.

7. Manure.

a. Manure produced from grain, hay, or other forage infested with noxious weeds shall not be applied or dumped elsewhere than upon the premises of the owner thereof.

8. Soil, Sod and Nursery Stock.

a. No soil, sod or nursery stock which contains or is contaminated with noxious weed seeds, or such parts of the plant that could cause new growth, shall be removed from the premises upon which it is located until cleaned of such weed seed or plant parts, except that such contaminated soil may be used for restrictive non-planting purposes upon permission and under direction of the county weed supervisor or a representative of the Utah Department of Agriculture and Food.

9. Noxious Weeds Distributed or Sold for Any Purpose.

a. It shall be unlawful for any person, company or corporation to sell, barter or give away any noxious weed plants or seeds for any purpose.

10. Livestock.

a. No livestock to which grain, hay, or other forage containing noxious weed seeds has been fed shall be permitted to range or graze upon fields other than those upon which they have been so fed for a period of 72 hours following such feeding. During such period, they shall be fed materials which are not contaminated with noxious weed seeds.

**R68-9-5. Reports From Counties.**

A. The Board of County Commissioners of each county, with the aid of their county Weed Board and their County Weed Supervisor, shall submit an "Annual Progress Report of County Noxious Weed Control Program" to the Commissioner of Agriculture and Food by January 15 of each year, covering the activities of the previous calendar year.

A prescribed form for this report shall be supplied by the Commissioner.

**R68-9-6. Notices.**

A. General and individual notices pertaining to the control and prevention of noxious and invasive weeds shall be substantially of the types prescribed herein; namely, General Notice to Control Noxious Weeds, Individual Notice to Control Noxious Weeds, and Notification of Noxious Weed Lien Assessment.

1. General Notice To Control Noxious Weeds.

A general public notice shall be posted by the County Weed Board in at least three public places within the county and be published in one or more newspapers of general circulation throughout the county, on or before May 1 of each year and at any other times the County Weed Board determines. Such public notice shall state that it is the duty of every property owner to control and prevent the spread of noxious weeds on any land in his possession, or under his control, and shall serve as a warning that if he fails to comply with this notice, enforced weed control measures may be imposed at the direction of county authorities. Such general notice shall also include a list of weeds declared noxious for the State of Utah and for said county, if any.

2. Individual Notice to Control Noxious Weeds.

Following publication of a general notice, if a County Weed Board determines that definite weed control measures are required to control noxious weeds on a particular property, the Board shall cause an individual notice to be served upon the owner or the person in possession of said property, giving specific instructions concerning when and how the noxious weeds are to be controlled within a specified period of time. The individual notice shall also inform the property owner or operator of legal action which may be taken against him if he fails to comply with said notice.

3. Notification of Noxious Weed Lien Assessment.

If it is deemed advisable, the Board of County Commissioners may cause noxious weeds to be controlled on a particular property and any expenses incurred by the county shall be paid by the owner of record or the person in possession of the property. A notice shall be provided such person, showing an itemized cost statement of the labor and materials necessarily used in the work of said control measures. This notice shall also state that the expense constitutes a lien against the property and shall be added to the general taxes unless payment is made to the County Treasurer within 90 days.

**KEY: noxious weeds, weed classifications, weed control**

**Date of Enactment or Last Substantive Amendment: February 2, 2016**

**Notice of Continuation: June 1, 2018**

**Authorizing, and Implemented or Interpreted Law: 4-2-2; 4-17-3**

**Mailing Address**

P.O. Box 267  
Huntsville, UT 84317

**Phone**

801.745.3420

**Fax**

801.745.1792

**Web**

www.huntsvilleutah.gov

**Mayor**

Richard L. Sorensen

**Town Council**

Artie Powell  
Sandy Hunter  
Lewis Johnson  
Bruce Ahlstrom

**Town Clerk/Recorder**

Nikki Wolthuis  
Beckki Endicott  
Shannon Smith

**Treasurer**

Melissa Knowles

**Attorney**

Bill Morris

## Nomination and offer of Appointment

In accordance with *Utah Code Annotated* §10-3-916, 1953 as amended, Mayor Sorensen and the Huntsville Town Council hereby nominates Chris Tremea for appointment for the position of Huntsville Town Code Enforcement Officer.

Dated this 17th day of July, 2025.

\_\_\_\_\_  
Richard L. Sorensen, Mayor, Huntsville Town

Attest:

\_\_\_\_\_  
Clerk, Huntsville Town

## Acceptance

I, Chris Tremea, accept this nomination and any appointment for the same as indicated above.

Dated this 17<sup>th</sup> day of July, 2025.

\_\_\_\_\_  
Appointee

## Advice and Consent for Appointment

The Huntsville Town Council, hereby certify that the appointment of Chris Tremea was duly approved with the advice and consent of the Town Council at its regular meeting on this 17<sup>th</sup> day of July, 2025.

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



the meters on their properties ahead of the GIS Mapping project. He and Blaine suggested getting a local Boy Scout group to distribute the flags.

**14. Discussion and/or action on approval of up to \$8,000 for Zion's Bank Water Rates Study (See Attachment #9)**

Beckki explained that the water rate study would take 3-4 weeks. It will help the Town determine the right rate for water usage. If people complain about higher rates the Town can reference the study.

The Town has been unable to get help with the great water leak because the income level among its citizens is too high, and the fees are too low.

Beckki spoke about Huntsville's water connection fees. She explained that the fees need to be tied to actual costs such as installation, supplies, maintenance, and clerical work. She explained that if you don't have an impact fee study you can't charge an impact fee. In order to have an impact fee you need growth and that is something Huntsville does not have.

Beckki learned about a new study they are doing called TUFs. It is a new study for utilities because the cost for water and roads is going up so much. One of these studies is currently being done in Weber County in the Ogden Valley area. After doing it, an additional fee can be put in the water bill to pay for roads. Huntsville could do this study in the future.

TCM Ahlstrom wondered if they had to pay for a study every time they wanted to raise the water rates. TCM Hunter wondered if the water rate study would find that Huntsville needed to raise their rates. Ron Gault felt that it would. He said that if the auditor were to look at all the expenses for maintenance on the water system in the past year they would say our rates are way too low.

**TCM Sandy Hunter motioned to approve the water study for \$8,000. TCM Ahlstrom seconded the motion. Roll Call vote. Votes reflected below. Motion passed 5-0.**

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

**15. Discussion and/or action on approval of funds to repair floors in Huntsville's Historic Building (See Attachment #10)**

TCM Johnson explained that he got bids for both historic buildings. He stated that the cost between the engineered finish and the hardwood was minimal, and the hardwood was better. The bids were lower than the other bids obtained by Mark Goodson. Blaine wondered if the hardwood would be good for all uses of the history building. The TC discussed the possibility of using LVP flooring in the history building instead of hardwood.

Mayor Sorensen motioned to approve the Kay Riley bid for the floor in both buildings; **\$5927.90** for the old office building and up to \$7,200 for the history library floor. The surface may change according to recommendations and usage. TCM Powell seconded the motion. Roll call Vote. Votes reflected below. Motion passed 5-0.

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

16. Discussion and/or action on approval of \$9,500 for road repairs (See Attachment #11)

TCM Ahlstrom explained that the cheapest bid for patchwork repairs on roads was \$9,500. In addition, he would get another bid for more work that needs to be done.

Blaine stated that the plow driver for Huntsville Town works for a pavement company and said he could maybe patch some areas when they have an extra supply.

**TCM Sandy Hunter motioned to approve \$9,500 for road repairs. TCM Ahlstrom seconded the motion. Votes reflected below. Motion passed 5-0.**

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

17. Discussion and/or action on approval of a new mower for the cemetery (See Attachment #12)

Nikki Wolthuis, Clerk and Cemetery worker, explained that Gary Probasco, former maintenance supervisor for the town, put a new mower in the budget for the year. The best bid for a new mower was from Wilkinson Supply because they would give a \$2,000 credit for the old mower. It would take the price down from \$9,489.27 to \$7,489.27. There was one model left and hopefully they still had it. If they didn't they could possibly buy the mower at another place and try and sell the old mower on their own.

# Invoice

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Page 1 of 2

Kay Riley Carpet & Flooring  
96 North 500 West  
Bountiful Utah 84010  
8012950434



Invoice #: 62275  
Sale Date: 5/5/2025  
Next Install: 6/6/2025  
Sales Rep: Elena M

## SOLD TO:

Lewis Johnson Old Hall bldg 1  
7381 E 200 S  
Huntsville, UT 84317  
801-821-8621

## SHIPPED TO

Lewis Johnson  
7381 E 200 S  
Huntsville UT 84317

COMMENTS	MATERIALS / LABOR	QUANTITY	PRICE	TOTAL
1 Main Room- Old Hall bldg	Natural Forest Solid 3 1/4" (22 sf/ctn) Pebble Gray	308 SqFt	\$0.00	\$2,664.00
	HW- Install Prefinished Wood	289 SqFt	\$3.75	\$1,083.75
2 Remove Existing Solid HW	HW- Dig Up	0	\$0.00	\$0.00
		272	\$1.75	\$476.00
3 Remove Any Rotted/Damaged 3/4" OSB (footage will vary at install)	Subfloor- Dig Up	0	\$0.00	\$0.00
		135	\$2.00	\$270.00
4 Replace OSB (footage will vary at install)	Subfloor 23/32"	0	\$0.00	\$0.00
		135	\$4.95	\$668.25
5 Floor Prep (may vary at install)	Floor Prep- Medium	0	\$0.00	\$0.00
		272	\$0.85	\$231.20
6 Replace Existing Baseboard (KR does not caulk/paint)	Baseboard- Replace Existing	0	\$0.00	\$0.00
		78	\$2.85	\$222.30
7 Pull Existing Baseboard	Baseboard- Remove Existing	0	\$0.00	\$0.00
		78	\$0.80	\$62.40

I authorize Kay Riley Flooring to perform the above stated work and agree to pay all costs associated therewith in full upon completion of the work performed. I am aware that a mechanics lien may be filed if any invoice is not paid within 45 days from the date of the invoice and a \$100 lien fee will be assessed.

I agree to pay a minimum of 75% down before any work can commence, including ordering of product and scheduling of work.

I agree to pay 18% per annum on any unpaid balance, compounded monthly beginning 30 day after the invoice date.

I understand that in the event that any unpaid balance is placed with a collection agency, I agree to pay a collection agency fee of 30% of the unpaid balance.

I understand that in the event legal action is commenced to collect any unpaid balance, I agree to pay reasonable attorney's fees and costs of court and agree to submit to the jurisdiction of the appropriate Utah State Court.

A 25% restocking fee will be assessed on all orders cancelled and product has been shipped.

CUSTOMER SIGNATURE

DATE



# Invoice

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8	Contingency Floor Work- Floor joists are covered but some sections may need replaced or reinforced.	Miscellaneous Labor	0 1	\$0.00 \$250.00	\$0.00 \$250.00
9	Additional removal of subfloor at install 6/6/25	Subfloor- Dig Up	0 137	\$0.00 \$2.00	\$0.00 \$274.00
10	Additional OSB to floor at install 6/6/25	Subfloor 23/32"	0 137	\$0.00 \$4.95	\$0.00 \$678.15
11	Additional work on joists under subfloor and into cement (and materials)	Miscellaneous Labor	0 1	\$0.00 \$2,300.00	\$0.00 \$2,300.00

Floor prep & repair of subfloor could be more - will assess after removal of old floor  
Measure 11-11:30 Thursday April 10

<b>SubTotal:</b>	<b>\$9,180.05</b>
<b>Misc Chg:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$9,180.05</b>
<b>Payments:</b>	<b>\$4,445.93</b>
<b>Balance:</b>	<b>\$4,734.12</b>

I authorize Kay Riley Flooring to perform the above stated work and agree to pay all costs associated therewith in full upon completion of the work performed. I am aware that a mechanics lien may be filed if any invoice is not paid within 45 days from the date of the invoice and a \$100 lien fee will be assessed.

I agree to pay a minimum of 75% down before any work can commence, including ordering of product and scheduling of work.

I agree to pay 18% per annum on any unpaid balance, compounded monthly beginning 30 day after the invoice date.

I understand that in the event that any unpaid balance is placed with a collection agency, I agree to pay a collection agency fee of 30% of the unpaid balance.

I understand that in the event legal action is commenced to collect any unpaid balance, I agree to pay reasonable attorney's fees and costs of court and agree to submit to the jurisdiction of the appropriate Utah State Court.

A 25% restocking fee will be assessed on all orders cancelled and product has been shipped.

CUSTOMER SIGNATURE

DATE

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

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

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

**DAYTIME REVENUE**

Booth rental at \$100 for non-food

10% profit share for food vendors and food trucks]

Breakfast in the park- profit share with caterer

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

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

Kids Zone with games and inflatables

**EVENING REVENUE**

Food trucks for dinner-10% profit share

Glow merchandise at fireworks

Ice Shack- drinks and ice cream

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

Fireworks

Porta-Potties

Clean Up crew

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

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



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

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

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

**Zoom:** Mayor Sorensen

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

2-Pledge of Allegiance led by Chris Sauer

3-Opening Ceremony given by TCM Artie Powell

4-Public Comments: None

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

6- LAA Presentation (Attachment #1)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department Updates

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

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

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

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

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

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

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

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

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

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

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

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



Nikki Wolhuis, Town Clerk



1333 32<sup>nd</sup> Street  
Ogden, UT 84403

4th of July Celebration  
PO Box 267  
Huntsville UT 84317

INVOICE NO : 10048  
INVOICE DATE: 7-8-25  
INVOICE DUE DATE: 7-15-25

**Email**  
Lindsey@32main.com

Lindsey Ketcham

**SIGNATURE**

Bandit Striping LLC

p.o. box 426  
Huntsville, UT 84317 US  
banditstriping@gmail.com

INVOICE

BILL TO  
Maintenance mana Huntsville town  
Huntsville town

INVOICE	1242
DATE	07/16/2025
TERMS	Due on receipt
DUE DATE	07/16/2025

DATE	ACTIVITY	DESCRIPTION	AMOUNT
07/04/2025	4" Lines - 4.5	4 inch wide linear lines	1,441.75
	Handi cap	48 inch blue square with Handicap stencil	240.00
	New Stripe Layout	Measuring and chalking for new lines	350.00

BALANCE DUE	\$2,031.75
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