

## MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING

Thursday, August 21, 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 |
| Beckki Endicott     | Clerk          | Present |

**Citizens: Ron Gault, Rex and Jenny Harris, Tommy Christie, Mark Goodson, Carol Stoker, Jim Truett, Jeff Keeney, Judy Gault, Kathleen Engstrom, Lt. Butler.**

**Zoom:** TCM Sandy Hunter, Will Vander Toolen, Jed

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

2-Pledge of Allegiance led by Jeff Keeney

3-Opening Ceremony given by Lewis Johnson

4-Public Comments: None

### 5. Sheriff's Report

Lt. Butler gave his Huntsville Town Police report for the month of July. He stated that there were 87 incidents including 23 traffic stops and a DUI. There were some traffic issues related to the roundabout. A few citizens asked that the speed trailers be used in Town, but they were needed out on the highway. Port Ramp would be closing for a year beginning in September.

### 6. Discussion and/or action on approval of Minutes for TC Meeting August 7, 2025 (See Attachment #1)

TCM Sandy Hunter had some minor punctuation edits.

**TCM Ahlstrom motioned to approve the Minutes for TC Meeting August 7, 2025.**

**TCM Powell seconded the motion. All votes Ayes. Motion passed.**

### 7. Discussion and/or action on approval of Minutes for Work Session August 11, 2025 (See Attachment #2)

TCM Sandy Hunter had a suggestion to change the paragraph starting with "Sandy", on the second line. She wanted a period after "property" and then a new sentence saying, "Highlighting the Ogden Boat Club's long-standing presence in the community, she emphasized that the Boat

Club aligns with the current Recreation Zone objectives and have been good neighbors. She contrasted this with the recent complaints and issues brought against Powder Mountain.”

**TCM Ahlstrom motioned to approve the minutes with the changes for Work Session August 11, 2025. TCM Powell seconded the motion. All votes ayes. Motion passed.**

**8. Discussion and/or action on approval of Resolution 2025-8-21 Contract Mark Anderson (See Attachment #3)**

Mayor Sorensen explained that because of the “Great Leak” last year the Town’s \$250,000 to \$300,000 water reserve fund was significantly depleted. There would need to be a rate increase and bonds to restore the fund and repair and replace water infrastructure. Mark Anderson from Zion’s Bank would help the Town with the bonding process as a bond agent. Beckki explained that there would be no charges for his service until they issued a bond. The contract had been reviewed and approved by Bill Morris.

**TCM Powell motioned to approve Resolution 2025-8-21 Contract Mark Anderson. 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 acceptance of Zion’s Bank Water Rates Study. (See Attachment #4)**

Beckki stated that she was grateful that the Town Council elected to do the study. The process was eye opening and very helpful.

Ron gave a presentation on the culinary water system. **(See Attachment #5)** He reviewed several different points including data about the life span of the water system components, the HDPE study and its results, unexplained spikes in the flow rate, and different options and challenges for replacing the lines.

The TC spoke about the need for a public hearing to raise the water rates at the next meeting because the deadline for the bond application was September 30th.

**TCM Johnson motioned to accept the Zion’s Bank Water Rate Study. TCM Powell seconded the motion. All votes ayes. Motion passed.**

**10. Discussion and/or action on approval of Water Bill Adjustment Policy (See Attachment #6)**

TCM Powell explained that over the past few years there had been several requests by property owners to have water bills forgiven due to water leaks. Since there was not a clear policy to address the issue, some bills had been forgiven and others had not. He had recently written a policy and sent it out to the Town Council.

He asked Beckki to speak about her research. Beckki had spoken with other municipalities and not one had a leak forgiveness policy. The only thing they offered was a payment plan. She and Shannon, clerk over water billing, suggested a need-based policy. She found that the qualification for utility help at the Department of Workforce Services is 60% of the state's median income. Huntsville Town could use these same qualifications. Beckki stated that if there was a clear policy the issue could be handled administratively. Appeals could still be made to the Town Council. TCM Powell would revise his policy to include a need-based provision.

**TCM Powell motioned to table the Water Bill Adjustment Policy. TCM Johnson seconded the motion. All Votes Ayes. Motion Passed.**

**11. Discussion and/or action on approval of up to \$4,500 for Flag Pole at Town Hall (See Attachment #7)**

Mayor Sorensen explained that the landscaping plans called for a flagpole in the front of the Town Hall building. He stopped by Colonial Flag to get a bid. The 25-foot pole was the least expensive but seemed too short. The 30-foot pole would be almost double the price, but it would be more appropriate for the size of the building and trees. TCM Powell was concerned that a 30 foot pole would not be tall enough. After checking the landscaping plans they determined that the 30 foot pole was the size that was intended for the building. They discussed different options for lighting and decided the solar lighting was the most cost-effective solution.

**Mayor Sorensen motioned to approve up to \$4,500 for a 30 ft. flagpole for the Town Hall. 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   |     |         |         |

**12. Discussion and/or action on Mark Goodson Art Stroll, September 5th (See Attachment #8)**

Mark Goodson, local artist, came to update the Town Council on an art stroll and grand opening for his local business on September 19<sup>th</sup>. He had invited all businesses in Town to participate in the art stroll, and they would plan on it. Mark asked if the Town could open the Town Hall as part of the event. It would be from 5:30-8:30 with his ribbon cutting at 6:30 p.m.

**13. Discussion and/or action on Huntsville's Fall Festival October 25th.**

Beckki explained that this event was on the agenda to inform the Town Council. Chandlyr Shupe had been working on it with her committee. There would be all sorts of fun games including trunk-or-treating.

#### Department Updates

**Mayor Richard Sorensen**-There were lots of things going on in Town with the roundabout, road closures, and water issues.

**Councilmember Sandy Hunter**- None

**Councilmember Artie Powell**- Playground work needed to be done and he'd get that started soon. There was an issue with the Park Board funds and he would need to sit down with Melissa, Town treasurer to work through it.

**Councilmember Bruce Ahlstrom**- There was s a Weber County Pre Disaster mitigation report 1,000 pages long that they needed to approve for FEMA in the next TC meeting.

He stated that the road repairs took longer than expected. The mastic didn't go as far as he had hoped. He was grateful to Carol for helping inform the neighbors of the additional road closures. There will be more roadwork to come.

**Councilmember Lewis Johnson** – None

**Mayor Sorensen explained that they would need to go into a closed session to address the next item on the agenda (#14) as well as another issue. He motioned to adjourn for a Closed Session. 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   |     |         |         |

**The regular meeting was adjourned at 7:26 pm**

**The Closed Session began at 7:30 p.m. and ended at 8:15 p.m.**

**The TC Meeting reconvened at 8:17 p.m.**

#### 14. Discussion and/or action on approval of Resolution 2025-8-7 Contract Jared Anderson (See Attachment #9)

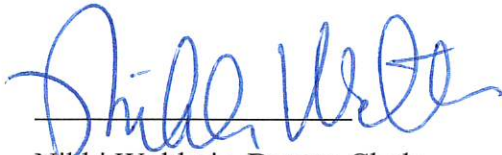
Mayor Sorensen explained that Jared Anderson had been working as the Huntsville Town Engineer for many years as an employee of Sunrise Engineering. He was now working on his own and needed a new contract with the Town. This contract was tabled at the previous TC

meeting for clarification and was now ready for approval. The TC discussed the fact that Jared Anderson's fee as an independent contractor was less than it was when he was with Sunrise.

**TCM Powell motioned to approve Resolution 2025-8-7 Contract with Jared Anderson. The contract should not exceed five years. The Town will put it out for RFP or bid at the end of that period. Mayor Sorensen 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   |     |         |         |

**Meeting adjourned by acclamation by Mayor Sorensen at 8:22 pm .**

  
Nikki Wolthuis, Deputy Clerk

# MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING

Thursday, August 7, 2025, 6:00 p.m.

Huntsville Town Hall, 7474 E. 200 South, Huntsville

| Name                | Title          | Status  |
|---------------------|----------------|---------|
| Richard L. Sorensen | Mayor          | Excused |
| 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 |
| Beckki Endicott     | Clerk          | Present |
| Melissa Knowles     | Treasurer      | Present |

**Citizens:** Sarge Tovar, Jonathan Gardner, Will VanderToolen, Jonathan Gardner, Jim Truett, Jeff Keeney, Rex Harris

**Zoom:** TCM Sandy Hunter

1 TCM Artie Powell called the meeting to order.

There is a full quorum present.

2-Pledge of Allegiance led by Jeff Keeney

3-Opening Ceremony given by Bruce Ahlstrom

4-Public Comments:

**Sarge Tovar** - Commander of Post 129 American Legion. Sarge announced some upcoming events. They will be shooting a movie at the Legion on the 15th-25<sup>th</sup> of August. In September they will host the Vet Fest and Adaptive Sport bike ride.

5. Sheriff's Report

No Report

6. Discussion and/or action on approval of Minutes for TC Meeting July 17, 2025 (See Attachment #1)

**TCM Ahlstrom motioned to approve the Minutes for TC Meeting July 17, 2025.**

**TCM Lewis Johnson seconded the motion. All votes Ayes. Motion passed.**

7. Discussion and/or action on approval of Minutes for Work Session July 31, 2025 (See Attachment #2)

**TCM Ahlstrom motioned to approve the minutes for Work Session July 31, 2025. TCM Johnson seconded the motion. All votes ayes. Motion passed.**

8. Discussion and/or action on culinary water system status (See Attachment #3)



Ron Gault, water board chair, gave an update of the culinary water system. Using a slide presentation he spoke about leak problems and solutions along 1800 S., a possible theft of water by construction companies at water hydrants, and results from an analysis of a section of a failed distribution pipe.

9. Discussion and/or action on approval of Zion's Bank Study on Water Rates. (See Attachment #4)

Beckki presented the results of the study explaining that Huntsville Town will have to raise its water rates a certain percentage each year for a few years to qualify for bonding to pay for water infrastructure improvements. The Town Council discussed whether making a big adjustment all at once could be better than making smaller ones. It would allow the Town to qualify for bonding sooner.

TCM Powell suggested that the Town hold a work session with Zions Bank and invite citizens so all can understand the results of the study and the reason for the rate increase.

10. Discussion and/or action on approval of water forgiveness at 6675 E. 200 N. (See Attachment #5)

Jonathan Gardner explained that a leak was discovered at his property soon after he purchased it. He made sure to get it taken care of right away. The meter was turned off and he will never use that connection again. He was familiar with the code stating that a homeowner was responsible for leaks that occur on their side of the meter, but was hoping for some consideration. He was asking for forgiveness of \$922.81 on his water bill for charges for the leak in June.

It was discovered by contractors that there was a black plastic sprinkler pipe connecting the meter. The past owner could have repaired the leak himself at one point. TCM Johnson stated that since it is a rural community these types of things happened in the past and it was one of the risks of buying property in Huntsville Town.

TCM Powell stated that he would vote against it because Huntsville Town had no forgiveness policy in place. He had written one and asked that it be discussed at the next TC meeting.

**TCM Ahlstrom motioned to approve paying \$922.81 for the water leak at 6675 E. 200 N. TCM Johnson seconded the motion. Roll Call Vote. Votes reflected below. Motion failed to pass.**

| 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   |         |         |

Jonathan Gardner expressed his thoughts on the Powder Mountain rezone. He thought it was a dangerous path allowing the rezone and that the use was not appropriate for the area. He said it would be a burden and a hindrance to the community.

11. Discussion and/or action on approval of Resolution 2025-8-7 Contract for Jared Anderson (See Attachment #6) Beckki spoke about some of the work that Jared Anderson had been doing for the Town over the past few years with Sunrise Engineering. Jared was now working for himself, and a new contract was needed. Town Attorney Bill Morris looked over the contract and approved it. Rex Harris spoke up and said that TCM Sandy Hunter had approached him about doing engineering work for the Town last September. The Town Council decided to table the contract to be able to talk to Mayor Sorensen and find out how to proceed.

**TCM Ahlstrom motioned to table Resolution 2025-8-7 Contract for Jared Anderson. TCM Johnson seconded the motion. All Votes Ayes. Motion passed.**

12. Discussion and/or action on approval of \$3,500 for a water pump at the cemetery (See Attachment #7)

TCM Ahlstrom explained that the pump went out at the cemetery and the grass was dead in many places. The local company Johnson Electric Motor carries the pump and after getting some comparable bids online the pump at Johnson Electric was purchased. They decided to pay Aaron Wolthuis, cemetery caretaker \$500.00 to install the pump to save the Town money on installation costs.

**TCM Ahlstrom motioned to approve \$2,926.95 for the installation of a pump at the cemetery. TCM Johnson 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 \$40,000 for road work. (See Attachment #8)

Bruce explained that Zack Jenkins had done various road projects for the Town during the summer. Zack's company, Bandit Striping, are going to do crack seal, mastic, and seal coat for three blocks of 7500 E. Mastic is a new product for Huntsville roads but it had been successful in other areas of the valley and state. This would be cheaper than doing an overlay. TCM Ahlstrom explained that the budget would have to be amended to accommodate the increase in road work in Huntsville this past year but Melissa Knowles, treasurer, explained that the Town would be receiving more sales tax money this year that would help pay for the cost.



**TCM Ahlstrom motioned to approve \$39,477. for Mastic, seal coat and crack seal on 3 blocks of Huntsville's roads. TCM Johnson 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

**Councilmember Sandy Hunter-** She talked to Ashley, the new Forest Service Ranger. They are applying for a grant to improve the Spring Creek area of Pineview Reservoir. She wondered if Huntsville Town would give them a letter of support to put in their application. Ashley also gave her updates on other projects the Forest Service is working on. They are putting in a temporary bridge over the South Fork river at the former Jefferson Hunt campground. The bridge will be used to retrieve all of the structures and other materials that still remain there. This will be done in September. In 2027 they will put in a permanent passenger bridge. They will also close and lock the gates at Winter grove trail to prevent 4-wheel drive vehicles from entering.

**Councilmember Artie Powell-** He turned in invoices to the OVPSA to get a check for park expenses.

**Councilmember Bruce Ahlstrom-None**

**Councilmember Lewis Johnson - None**

**TCM Johnson motioned to approve the July 2025 Bills. TCM Ahlstrom 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   |     |         |  |         |

Jim Truett wanted to commend the Town Council for dealing with so many recent challenging issues.

**TCM Powell motioned to adjourn the meeting without objections.**

**Meeting adjourned at 7:58 PM**

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Nikki Wolthuis, Deputy Clerk

DRAFT

**MINUTES OF THE HUNTSVILLE TOWN**  
**Work Session with the Town Council and Planning Commission**

**MEETING DATE:** August 11<sup>th</sup>, 2025  
**PLACE:** Huntsville Town Hall  
 7474 E 200 S, Huntsville Utah  
**TIME:** 5:00 p.m.

| NAME             | TITLE                     | STATUS  |
|------------------|---------------------------|---------|
| Richard Sorensen | Mayor                     | Present |
| Allen Endicott   | PC Chairman               | Present |
| Artie Powel      | Town Council Member       | Zoom    |
| Bruce Ahlstrom   | Town Council Member       | Zoom    |
| Jeff Larsen      | Planning Commissioner     | Zoom    |
| Suzanne Ferre    | Planning Commissioner     | Present |
| John Henderson   | Alt Planning Commissioner | Present |
| Sandy Hunter     | TC Liaison                | Zoom    |
| Shannon Smith    | Town Clerk                | Present |
| Bill Morris      | Town Attorney             | Zoom    |

**Citizens:**

Mayor Sorensen welcomed all who are attending the meeting encouraging an open mind during the meeting. Mayor Sorensen commented on several communities that he was aware of benefiting from agreements with local businesses.

Ordinance 2025-7-23, amendments to Title 15, An ordinance of Huntsville Town, Utah, amending the Huntsville Town Title 15.14 (RC Zone) and 15.6, the Acceptable Use Table 15-1 as well as adding to definitions.

Mayor Sorensen requested Powder Mountain present. Brandi Hammond and Brooke were present to speak on behalf of the Powder Mountain project. Brook presented slides that represented the project they are working on for the property in town. The lots owned by Powder were purchased and are currently in the R-1 (Residential Zone). After a year of operations Powder Mountain felt that although they felt they were operating within the R-1 code, it seemed that the property would be better fit in the RC Zone. Currently the only property that resides in the RC Zone is the boat club next door. The RC Zone as is closely aligns with how Powder Mountain sees its operations. Representatives of Powder Mountain felt that there could be some additional restrictions for how they operate, now and in the future, to maintain a level of transparency with the Town. Brooke commented on the tax revenue generated from Powder Landing that can financially benefit the Town.

Brooke then went on to explain the plan they have for the property. She explained both the buildings proposed and how they plan to utilize the property. Brooke addressed the community feedback on the parking issues that have been voiced. Powder is committed to ensure all future

parking is limited to onsite and transportation via shuttles. Special events were also addressed and options given to make the community feel more comfortable about the events on site.

Brandi Hammond, a lifelong resident of the Ogden Valley, discussed the impact of development on the community, emphasizing the need to balance growth with preservation. She highlighted the financial contributions of Powder Mountain, and potential future tax revenues, while expressing hope for a collaborative approach to development that would benefit both the town and the ski resort in the long term.

Sandy expressed concerns about rezoning and the development of the Powder Mountain property, highlighting its long-standing presence in the community. She emphasized that the club aligns with the current recreation zone's objectives and has been good neighbors, contrasting this with issues faced at Powder Mountain. Sandy expressed hesitation about changing the zone to accommodate the club's desires to sell alcohol and food, as it could disrupt the town's character and residents' quality of life. Sandy concluded that while the town is open to creative revenue solutions, such as sales tax, the current residential zoning may be more suitable, and she could not guarantee support for a rezoning request.

Jeff Larson raised concerns about the potential impacts of rezoning and the need for more detailed information on traffic increases, revenue projections, and community effects.

Planning Chair Allen Endicott, questioned the change in plans from a simple operation to a larger operation, he raised issues about parking and event management. Allen asked for clarity on more concrete numbers for potential tax revenue. He also discussed the challenges of managing large events and parking, with Huntsville expressing concerns about the impact on the local community and the perception of beach access. Allen asked for a 5 year time table on plans for this project, to achieve a better understanding.

Artie is seeking clarification on how many events Powder is planning on hosting. He has concerns about the impact of the larger events on the Town and residents.

Suzanne Ferre, would like to focus on what's best for Huntsville. And she was appreciative of all the comments.

Bruce commented that the most recent event at Powder Mountain seems to have been disturbing to local residents.

Resident Will Vandertoolen voiced that he believed that Powder Mountain would not be able to continue to operate as they have been in a Residential Zone, citing several points in the Use Table 15-1.

Huntsville Resident Mr. Erickson raised concerns about public events, mass gathering permits, and decibel levels, emphasizing the need for clarity on event definitions and permit requirements. They questioned the benefits of the proposed project, particularly regarding sales tax revenue and parking, and highlighted the lack of a comprehensive survey on community

impact. Mr. Erickson also expressed concerns about the use of public resources and the potential burden on the town, urging further analysis and consideration of these issues.

Jeff Keeney referenced the town's general plan, and it was in his opinion that the operation of Powder mountain as well as the plans they have in the future do not align with the current code or the vision of the town.

Ammie McConkie, voiced some concerns about the larger gatherings and the noise associated.

Jim Hayesanyer, mirrored the concerns about larger gatherings

Brooke explained the rationale behind seeking a rezone for the Powder property, emphasizing their commitment to transparency and addressing community concerns. She discussed plans to limit traffic by capping occupancy based on parking availability and implementing a shuttle system originating on-site. Brooke also addressed issues related to special events, sales tax, and the importance of balancing long-term residents' perspectives. Brandi commented that Powder intends to submit a development agreement.

Motion to adjourn.

**Mayor Sorensen made a motion to adjourn.**

**Meeting is adjourned at 5:32 p.m.**

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Shannon Smith, Clerk





ZIONS PUBLIC FINANCE, INC.

## Agreement for Municipal Advisory Services

THIS AGREEMENT, is being entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025 by and between HUNTSVILLETOWN, hereinafter "CLIENT" and ZIONS PUBLIC FINANCE, Inc., a wholly-owned subsidiary of Zions Bancorporation, N.A., hereinafter "Zions".

### WITNESSETH

WHEREAS, CLIENT desires to receive professional municipal advisory services from an independent Municipal Advisor; and

WHEREAS, Zions, as a registered "municipal advisor" with both the Securities Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB"), is qualified and capable to provide such services to CLIENT; and

WHEREAS, CLIENT desires to enter into this Agreement with Zions to obtain its financial advisory services relating to CLIENT's financings, with the exception of those financings specifically excluded under Section 2 below, or otherwise specified as excluded in **Exhibit A** hereof.

NOW, THEREFORE, CLIENT and Zions agree as follows:

1. Zions acknowledges that, under this Agreement and in accordance with the rules and regulations adopted by the SEC and MSRB, it owes certain duties to CLIENT and agrees to act in accordance with these rules and regulations, as applicable. Zions agrees to provide the following services to CLIENT, as requested:

(a) Render financial advice and assistance on fiscal matters pertaining to debt policies and procedures, the level and trend of fund balances, debt ratios, funding options, and the issuance and sale of CLIENT's securities, including notes, bonds, leases, loans and other forms of securities or financings.

(b) Provide written advice and recommendations concerning financing structures including length of amortization, ratings and insurance, maturity schedules, interest rates, call provisions, premiums and discounts, security provisions, coverage covenants, and other terms of existing or proposed debt.

(c) Assist in the selection of other financing team members including, but not limited to, bond counsel, disclosure counsel, underwriter(s), trustees, paying agents, bond registrars, escrow agents, escrow verification agents, rating agencies, bond insurers, arbitrage rebate consultants and any other parties engaged in providing services for the financing in question.

(d) Work cooperatively with CLIENT's other financing professionals to the end that securities may be legally and successfully sold and issued. All other financing professionals will be paid by CLIENT.

(e) Advise and assist in selecting the most advantageous method of sale.

(f) If a negotiated sale is deemed most advantageous to CLIENT, Zions will assist in soliciting and analyzing underwriter proposals, and selecting the underwriter(s). Zions will also provide advice regarding the underwriter's compensation and the appropriateness of the yields, coupons, and other terms proposed by the underwriter(s).

(g) If a competitive sale is selected, Zions will coordinate with the provider of the electronic platform and provide all information necessary to offer the securities using this method. Zions will verify the calculation of the winning bidder and restructure the maturities to provide CLIENT with its desired payment structure.

(h) Attend meetings as requested by CLIENT to discuss and formulate plans about proposed financings. This may include public hearings and meetings of CLIENT's governing body.

(i) Assist CLIENT in its preparation of financing documents, data, and other information as may be required by any state or federal agency, rating agencies, bond insurers and underwriters.

(j) Assist with the review of an Official Statement, private offering memorandum, or other offering documents (each an "Offering Document") for each financing transaction, setting forth financial and other information about CLIENT and the bonds or other debt instrument being offered for sale.

(k) Participate in a "Due Diligence" meeting of CLIENT prior to the finalization and distribution of any Offering Document in an effort to assist the CLIENT with disclosing full and complete disclosure of all information which could be considered "material" to any purchaser of bonds. CLIENT understands that as a condition of marketing the bonds, it will be necessary to authorize and direct its appropriate officers to execute a certificate and/or other closing documents, confirming the truth and accuracy of all information contained in the preliminary and final Offering Document. Except as otherwise provided herein, Zions is not responsible for certifying as to the accuracy or completeness of any preliminary or final Offering Document, other than with respect to any information about Zions provided by Zions for inclusion in such documents.

(l) Deliver the Offering Document, together with the Notice of Sale, to underwriters or potential purchasers of CLIENT's bonds.

(m) Submit information concerning the proposed financing(s) to selected rating agencies in an effort to obtain favorable ratings on CLIENT's financings. If requested, Zions will organize, assist in the preparation of, and participate in CLIENT's presentations made to rating agencies, bond insurers, or investors in New York City, San Francisco, or other locations. The actual fees and related expenses of any such presentation are to be paid by CLIENT.

- (n) Coordinate the closing of the debt issue, including the transfer of funds and the delivery of the securities to the underwriter(s) or purchaser(s).
- (o) Assist with post-closing compliance issues such as private use and tax-exemption issues, audits by regulators or federal agencies, arbitrage compliance, etc.
- (p) Monitor market conditions to identify refunding opportunities for interest savings. Analyze purported savings in refunding proposals made by other market participants.
- (q) Any additional services listed on **Exhibit A** hereof.

The CLIENT acknowledges and agrees that most tasks requested by the CLIENT will not require all services described above and, as such, the specific scope of services for such tasks shall be limited to just those services requested by the Client to be completed.

2. Zions hereby confirms that it is registered as a "municipal advisor" with the SEC and MSRB. Zions will not provide municipal advisory services to CLIENT under this Agreement with respect to any commercial banking transaction between CLIENT and Zions.
3. CLIENT agrees that in consideration for the foregoing services to be performed by Zions, CLIENT shall:
  - (a) cooperate with Zions and provide all information which is reasonably required to enable Zions to fulfill its duties to CLIENT hereunder.
  - (b) pass such ordinances and resolutions and perform such reasonable acts as may be necessary to assure compliance with all applicable laws, ordinances and constitutional provisions pertaining to the issuance of its securities and other related services.
  - (c) furnish Zions with certified copies of all minutes from meetings and proceedings taken, affidavits of publications, etc., in connection with any of the securities issued by CLIENT.
  - (d) pay Zions for services herein outlined and other services incidental hereto in accordance with **Schedule 1** hereof.

MSRB Rule G-42 requires that Zions make a reasonable inquiry as to the facts that are relevant to CLIENT's determination whether to proceed with a course of action or that form the basis for any advice provided by Zions to CLIENT. The rule also requires that Zions undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Zions is also required under the rule to use reasonable diligence to know the essential facts about CLIENT and the authority of each person acting on CLIENT's behalf.

CLIENT agrees to cooperate, and to cause its agents to cooperate, with Zions in carrying out these regulatory duties, including providing to Zions accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, CLIENT agrees that, to the extent CLIENT seeks to have Zions provide advice with regard to any recommendation made by a third party, CLIENT will provide to Zions written direction to

do so as well as any information it has received from such third party relating to its recommendation.

CLIENT hereby acknowledges and agrees with the Disclosure Statement attached hereto as **Exhibit B**.

4. It is understood that the execution of this Agreement secures the services of Zions as CLIENT's Municipal Advisor for a period of five (5) years. Either party may cancel and terminate this Agreement on any anniversary date of this Agreement, for any reason, upon 30 days' prior written notice to the other party of such termination.
5. The information used in developing forecast assumptions will be derived from published information and other sources that Zions considers appropriate. However, Zions does not assume responsibility for the accuracy of such material. Forecasts are subject to many uncertainties; therefore, Zions does not represent that any projections of growth will be representative of the results that actually will occur.
6. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Zions or any of its associated persons, Zions and its associated persons shall have no liability to CLIENT for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from CLIENT's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Zions to CLIENT. No recourse shall be had against Zions for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of CLIENT arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any issue or product or otherwise relating to the tax treatment of any issue or product or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by CLIENT of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Zions's duties to CLIENT under SEC and MSRB rules.
7. Zions' services consist solely in providing financial advisory services to municipalities as a municipal advisor and consultant. Zions does not render any legal, accounting or actuarial advice.
8. This Agreement constitutes the entire Agreement between the parties.
9. This Agreement shall be interpreted under the laws of and enforced in the courts of the State of Utah.
10. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Agreement or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt

of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Agreement. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

11. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

12. This Agreement and the attached Exhibits and Schedules constitute the entire agreement between Zions and the CLIENT and supersedes any prior agreement between Zions and the CLIENT with respect to municipal advisory services provided hereunder, except as is set forth in an Addendum, if any, which is made a part of this Agreement and which is signed by both Zions and the CLIENT.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

HUNTSVILLE TOWN

By \_\_\_\_\_  
[Officer]

ZIONS PUBLIC FINANCE, Inc.  
A wholly-owned subsidiary of  
ZIONS BANCORPORATION, N.A.

By \_\_\_\_\_  
Vice President

Principal Approval

By \_\_\_\_\_  
Senior Vice President

**Exhibit A**  
**Additional Services**

1. Provide advice concerning bond elections, including tax impact calculations, voter information pamphlets, election strategy, and information for media packets, and any other services mutually agreed upon by Zions and CLIENT.
2. Prepare studies regarding general plans, capital facility plans, impact fees, utility rates, tax increment studies, economic development studies, feasibility studies, public infrastructure districts, business license fees, grants, and other studies as requested by the CLIENT.
3. Prepare, draft and review an Offering Document.
4. Perform the administrative functions of billing, collecting for special assessment areas. This includes keeping the accounting records and preparing periodic reports on the status of the assessments, reserve funds and payment histories of each property owner. Zions will also coordinate with CLIENT's foreclosure trustee if needed.
5. Assist in gathering, preparing and submitting information to the MSRB's EMMA repository all information necessary to comply with the CLIENT's continuing disclosure obligations. Zions will also monitor and help provide compliance with all material event notices that must be filed to comply with SEC regulation 15c2-12.

**Exhibit B**  
**Zions Public Finance, Inc.**  
Disclosure Statement of  
Municipal Advisor

**REGULATORY DISCLOSURES: MSRB RULE G-42**

The Municipal Securities Rulemaking Board (MSRB) Rule G-42 requires all Municipal Advisors to disclose to their clients, in writing, any actual or potential material conflicts of interest, including with respect to certain specifically identified categories in Rule G-42, if applicable. Zions Public Finance, Inc. (hereinafter "Zions") makes the disclosures set forth below with respect to material actual or potential conflicts of interest in connection with our Agreement for Municipal Advisory Services (the "Agreement") dated \_\_\_\_\_ with CLIENT, together with an explanation of how Zions addresses, or intends to manage or mitigate each conflict.

**Mitigation of Conflicts of Interest**

With respect to each actual or potential conflict disclosed below, (i) for its municipal entity CLIENT, Zions mitigates such conflicts through adherence to SEC and MSRB rules, including compliance with our fiduciary duty and duty of fair dealing to the CLIENT, which includes a duty of loyalty in performing all municipal advisory activities for CLIENT and (ii) for its obligated person CLIENT, Zions mitigates such conflicts through adherence to SEC and MSRB rules, including compliance with our duty of care and duty of fair dealing, in performing all municipal advisory activities for CLIENT. Because Zions is part of a much larger banking organization, our profitability is not dependent on maximizing short-term revenues generated from our municipal advisory activities, but instead is dependent on long-term profitability built on a foundation of integrity, quality service, and compliance with SEC and MSRB rules.

**Compensation Based Conflicts**

Zions may receive compensation from CLIENT for services rendered which may be contingent upon the successful closing of a transaction, and/or where our compensation may be based in whole or in part on the size of the transaction. In other situations, our compensation may be based upon an hourly rate or rates. In still other situations, our compensation may be based upon an annual retainer or a fixed fee for a given project. While these forms of compensation are typical in the municipal securities market, each of these methods of compensation may present a potential conflict of interest regarding our ability to provide unbiased advice to enter into such transaction.

For example, fees that are (i) dependent upon the size of and successful closing of a transaction could create an incentive for Zions to recommend unnecessary, oversized, or disadvantageous financings in order to increase our compensation; (ii) based upon an hourly rate could create an incentive for Zions to recommend alternatives that result in greater hours worked; and (iii) based upon an annual retainer or fixed fee could incentivize Zions to recommend less time-consuming alternatives or fail to do a more thorough analysis of alternatives. In each case, Zions represents that the potential conflict of interest relating to compensation will not impair our ability to render unbiased and competent advice, to fulfill our duties as described above to the CLIENT, and to comply with SEC and MSRB rules.

### **Relationship Based Conflicts**

Zions has numerous municipal advisory relationships with various governmental entities that may from time to time have interests that could have a direct or indirect impact on CLIENT's interests. For example, Zions' other municipal advisory clients may from time to time, and depending on specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Zions could potentially face a conflict of interest arising from these competing client interests. In addition to the general mitigations described above, Zions will mitigate any such potential conflict through full written disclosure to CLIENT in a timely manner.

In addition to serving as municipal advisor to CLIENT, Zions may, from time to time, serve as a municipal advisor to a conduit borrower. In such event, CLIENT and the conduit borrower may have conflicting interests with regard to fees, terms of the issuance, and other matters. In addition to the general mitigations described above, Zions will mitigate any such potential conflict through full written disclosure to both the conduit borrower and CLIENT in a timely manner.

### **Affiliate Based Conflicts**

As a part of ZIONS BANCORPORATION, N.A., a nationally-chartered banking association, Zions has many affiliated businesses that have provided, or desire to provide, services to governmental entities, including CLIENT.

These affiliates include:

- Zions Bank Corporate Trust, a service department of ZIONS BANCORPORATION, N.A, and related to Zions ("Corporate Trust"), offers corporate trustee and custodial services to municipal issuers and obligated persons. If a client engages in these services, it is done directly with Corporate Trust under a separate agreement.
- Zions Capital Advisor Institutional Liquidity Management ("ZCA"), an affiliate and SEC registered investment advisor provides discretionary money management to institutional clients for a fee. If the client engages ZCA for these services, it will be dealing directly with ZCA under its own agreement and disclosures.
- Zions Bank Capital Markets, an affiliated bank dealer, provides underwriting and dealer services to institutional clients including municipal issuers. Additionally, the dealer may take positions or underwrite securities for other municipal issuers.
- Zions Bank, a division of ZIONS BANCORPORATION, N.A, provides traditional banking services to municipal clients through their branch locations and treasury departments. Any products or services offered are subject to the terms and conditions of the bank agreement for the engagement.

Corporate Trust is the only affiliate that may be expected to provide services that are directly related to the Municipal Advisory activities to be provided by Zions within the scope of services under the Agreement. Corporate Trust acts as a Paying Agent, Registrar, Trustee, and Escrow Agent to municipal clients on municipal financings. Corporate Trust's desire to do business with CLIENT could create an

incentive for Zions to recommend a course of action that increases the level of CLIENT's business activity with this affiliate. In addition to the general mitigations described above, in the event that Zions makes a recommendation to CLIENT that could influence the level of business with Corporate Trust, Zions will consider alternatives to such recommendations which will be disclosed to CLIENT along with the potential impact such recommendations and alternatives would have on CLIENT and the affiliate.

As further described below, Zions Bank, an affiliate of Zions, may from time to time make bank loans to or purchase leases or securities from CLIENT, which such loans and purchases are expressly excluded from the scope of the Agreement.

After reviewing our list of existing affiliate relationships and upcoming transactions, we cannot identify any existing material conflicts of interest that would prevent us from serving as municipal advisor to CLIENT or that are not mitigated by compliance with SEC and MSRB rules. If Zions becomes aware of any additional potential or actual material conflicts of interest after this initial disclosure, Zions will disclose the detailed information, in writing, to CLIENT in a timely manner.

### **Legal or Disciplinary Events**

As registered municipal advisors with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, our legal, disciplinary and judicial events are required to be disclosed on our Forms MA and MA-I filed with the SEC, in 'Item 9 Disclosure Information' of Form MA, 'Item 6 Disclosure Information' of Form MA-I, and if applicable, the corresponding disclosure reporting page(s) ("DRP"). Zions Public Finance, Inc. has updated the firm's Form MA for a recent SEC event related to the use of off-channel communication related municipal advisory activities. To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access the firm or individual advisors filed Forms MA and MA-I on the SEC's Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed, at:

Zions Public Finance, Inc:  
<https://www.sec.gov/edgar/browse/?CIK=1628261>

If any material legal or disciplinary event is required to be disclosed on Form MA or any Form MA-I, Zions will provide such disclosure to you, allowing you to evaluate such legal or disciplinary event.

### **Contract Exemption for Bank Transactions**

In our proposed Municipal Advisory Agreement, there is a provision that specifically excludes from the Agreement commercial banking transactions between Zions and the CLIENT ("Bank Transactions").

If a municipal entity CLIENT determines that it would like one of Zions' affiliates to directly engage in a Bank Transaction, and provided that Zions has not previously provided any advice to municipal entity CLIENT on the Bank Transaction, Zions will deliver to municipal entity CLIENT an additional disclosure document.

### **REGULATORY DISCLOSURES: MSRB RULE G-10**

Rule G-10 requires municipal advisors to provide certain notices to clients within specified timeframes.



Zions hereby provides, and no less than once each calendar year hereafter during the course of the municipal advisory relationship will provide, in writing (which may be electronic) to the client, the following items of information:

- (i) Zions Public Finance, Inc. is registered as a "municipal advisor" with the SEC and the MSRB, as required by section 15B of the Securities Exchange Act and the rules adopted by the MSRB;
- (ii) the website address for the MSRB is [www.msrb.org](http://www.msrb.org); and
- (iii) the MSRB has made available on its website a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

## **Schedule 1**

### **Fees**

For Services outlined in Section 1(a) through 1(p) of the Agreement

For General Obligation Bonds, the Town will pay Zions a fee equal to \$2.50 per \$1,000 of proceeds delivered.

For Revenue Bonds, the Town will pay Zions a fee equal to \$3.00 per \$1,000 of proceeds delivered.

For Lease Revenue Bonds, the Town will pay Zions a fee equal to \$3.50 per \$1,000 of proceeds delivered.

For Tax Increment Bonds, the Town will pay Zions a fee equal to \$4.00 per \$1,000 of proceeds delivered.

For Special Assessment Bonds, the Town will pay Zions a fee equal to \$5.00 per \$1,000 of proceeds delivered.

\*For each bond issue a "minimum" of \$10,000 would be charged.

**STAFF REPORT TO TOWN COUNCIL****August 7, 2025****Public hearing and consideration of an ordinance amendment to the Huntsville Town water rates.****RECOMMENDATION:**

Staff recommends approval of the water rate amendments.

**ISSUE BEFORE COUNCIL:**

Should the Town Council approve amendments to the Town's culinary water rates?

**BACKGROUND/SUMMARY:**

In May of 2025 the Town engaged Zion's Bank to perform a rate study for the Town's culinary water rates. This was the first time Huntsville Town has gone outside of the Town volunteers and staff members to calculate water rates.

Susie Becker from Zion's Bank collected usage reports and budget reports from Huntsville Town and met in several meetings to confirm budget and usage numbers for the water system. The result was a live system of spreadsheets called "the Model." This spreadsheet shows the usage in all water tiers both inside and outside Huntsville Town. In addition, it shows revenues, expenses and future capital project expenses. In summary, all numbers recommended a recommended base rate increase as follows:

Fiscal year 2026: 50%

Fiscal year 2027: 25%

Fiscal year 2028: 20%

**DISCUSSION:**

The intent of the Town's culinary water system is to be self-sustaining, which means expected expenses should be funded by revenues generated by the culinary water system. During the winter of 2024, it became apparent that emergency funds could no longer cover the consistent repairs the system needed. Expenses are now expected to exceed revenues. Some of the reasons for this are as follows:

- 1) Rehabilitation and replacement – The Town is now starting to see the need for significant repair and rehabilitation projects. These have been reviewed by our volunteers coordinator of the culinary water system, Ron Gault.
- 2) Prior to 2023, Huntsville Town relied on support staff to assess and coordinate repair of culinary leaks. This was an advantage to the Town for professional costs. We have a team of water operators as required by the State. This team has monitored and directed the needs of the system. Huntsville Town contracted with Thom Summers & Sons in 2023 for the professional services upon Gary Probasco's retirement. Although the professional services are required, the cost has increased our budget projections without raising any culinary water rates.

- 3) Inflation – Costs for services have increased over the last several years. Even with no changes to the Town’s rate structure, the Town’s water fund will remain insolvent. Immediate revenue increases are needed to fund planned capital projects for culinary water maintenance.

Zion’s Bank is recommending rate increases in combination with bonding. The availability of these bonds will be based on the “cash on hand” and “coverage ratios” or ability to make the payments needed to the bond. With current statistics bonding will become available in 2027 after the rate of culinary water increases.

Staff recommends adoption of the recommended rates to improve the solvency of the culinary water fund and maintain the culinary water system for the health and safety of residents. A public hearing is scheduled for August 21, 2025, to hear public comment regarding the change in water rates.

**CURRENT RATES:**

| Connections within the municipal boundaries of Huntsville Town |              | Connections outside the municipal boundaries of Huntsville Town |              |
|--|--------------|---|--------------|
| Meter Size   | Monthly Rate | Meter Size  | Monthly Rate |
| ¾ inch   | \$57.50      | ¾ inch  | \$75         |
| 1 inch   | \$89.50      | 1 inch  | \$116        |
| 1.5 inches   | \$127.50     | 1.5 inches  | \$166.50     |
| 2 inches   | \$166.50     | 2 inches  | \$212.50     |
| 3 inches   | \$235.50     | 3 inches  | \$258.50     |

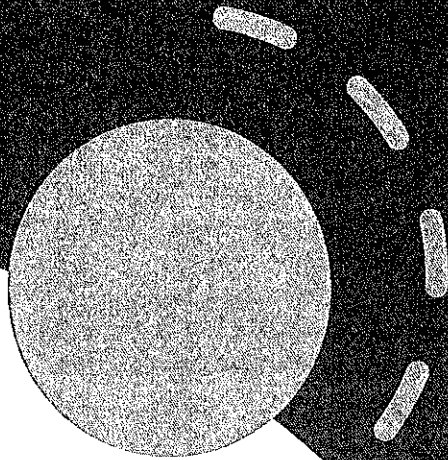
| Total Usage per connection (gallons per month) | Overage Fee Rates per 1,000 gallons |                              |
|--|-------------------------------------|------------------------------|
| 0 – 6,999                                      | \$0 (covered in monthly base rate)  |                              |
| Overage Categories                             | Within municipal boundaries         | Outside municipal boundaries |
| 7,000 – 19,999                                 | \$6.75                              | \$7.75                       |
| 20,000 – 29,999                                | \$8                                 | \$9                          |
| 30,000 – 39,999                                | \$9                                 | \$10                         |
| 40,000 – 49,999                                | \$10.25                             | \$11.25                      |
| 50,000 – 59,999                                | \$11.50                             | \$12.50                      |
| 60,000 – 69,999                                | \$12.75                             | \$13.75                      |
| 70,000 – 79,999                                | \$14                                | \$15                         |
| 80,000 – 89,999                                | \$15.25                             | \$16.25                      |
| 90,000 – 99,999                                | \$16.50                             | \$17.50                      |
| 100,000 +                                      | \$17.75                             | \$18.75                      |

**RECOMMENDED RATES for Fiscal Year 2026:**

| Connections within the municipal boundaries of Huntsville Town |              | Connections outside the municipal boundaries of Huntsville Town |              |
|--|--------------|---|--------------|
| Meter Size   | Monthly Rate | Meter Size  | Monthly Rate |
| ¾ inch   | \$86.25      | ¾ inch  | \$112.50     |
| 1 inch   | \$134.25     | 1 inch  | \$174.00     |
| 1.5 inches   | \$191.25     | 1.5 inches  | \$249.75     |
| 2 inches   | \$249.75     | 2 inches  | \$318.75     |
| 3 inches   | \$353.25     | 3 inches  | \$387.45     |
|  |              | Standby   | \$50.00      |



| <b>Total Usage per connection<br/>(gallons per month)</b> | <b>Overage Fee Rates per 1,000<br/>gallons</b> |                                     |
|---|--|-------------------------------------|
| 0-6,999   | \$0 (covered in monthly base rate)             |                                     |
| <b>Overage Categories</b>                                 | <b>Within municipal boundaries</b>             | <b>Outside municipal boundaries</b> |
| 7,000 – 19,000  | \$10.13  | \$11.63                             |
| 20,000 – 29,999   | \$12.00  | \$13.50                             |
| 30,000 – 39,999   | \$13.50  | \$15.00                             |
| 40,000 – 49,999   | \$15.38  | \$16.88                             |
| 50,000 – 59,000   | \$17.25  | \$18.75                             |
| 60,000 – 69,999   | \$19.13  | \$20.63                             |
| 70,000 – 79,999   | \$21.00  | \$22.50                             |
| 80,000 – 89,999   | \$22.88  | \$24.38                             |
| 90,000 – 99,999   | \$24.75  | \$26.25                             |
| 100,000+  | \$26.63  | \$28.13                             |
|   |  |                                     |

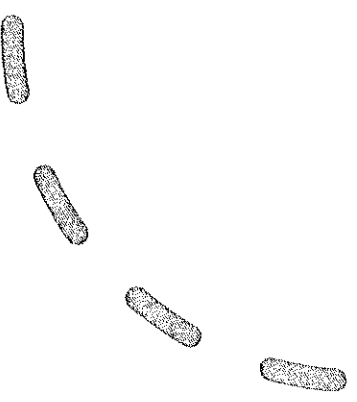


# **HUNTSVILLE TOWN CULINARY WATER REVIEW**

August 7, 2025

# Water Distribution Since Last Report

- Last two major leak repairs along 1800 S significantly reduced losses, but unaccounted for water usage/loss remains
- Always some undiscovered leaks
- May 30<sup>th</sup> repair saved us ~60 gpm
- June 16<sup>th</sup> repair saved us ~30 gpm



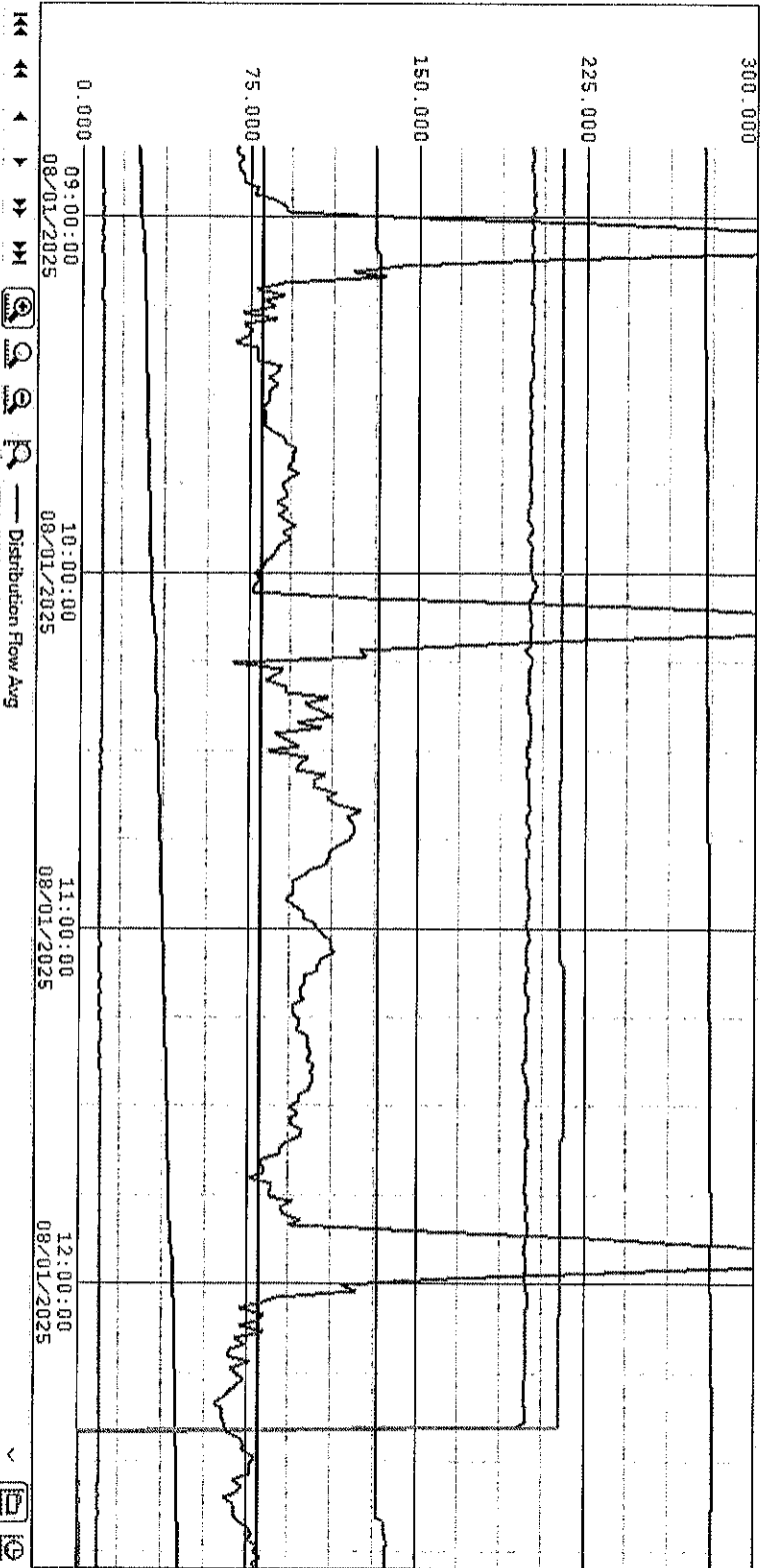
| A         | B          | C            | D          | E | F         | G         |
|-----------|------------|--------------|------------|---|-----------|-----------|
| 2025      | Plant      | Distribution | Difference |   | Town      | Loss      |
| January   | 7,344,740  | 3,820,932    | 3,523,808  |   | 1,169,997 | 2,650,935 |
| February  | 5,126,278  | 3,991,201    | 1,135,077  |   | 1,082,340 | 2,908,861 |
| March     | 6,668,750  | 6,529,465    | 139,285    |   | 1,107,005 | 5,422,460 |
| April     | 4,776,586  | 5,932,840    | -1,156,254 |   | 1,505,931 | 4,426,909 |
| May       | 12,014,684 | 11,061,950   | 952,734    |   | 1,774,214 | 9,287,736 |
| June      | 9,268,581  | 8,119,719    | 1,148,862  |   | 2,286,684 | 5,833,035 |
| July      | 4,239,003  | 3,834,772    | 404,231    |   | 2,655,537 | 1,179,235 |
| August    |            |              | 0          |   |           |           |
| September |            |              | 0          |   |           |           |
| October   |            |              | 0          |   |           |           |
| November  |            |              | 0          |   |           |           |
| December  |            |              | 0          |   |           |           |
| 2024      |            |              |            |   |           |           |
| January   | 2,923,604  | 2,670,816    | 252,788    |   | 1,682,000 | 988,816   |
| February  | 777,496    | 538,221      | 239,275    |   | 1,167,000 | -628,779  |
| March     | 1,798,366  | 1,830,219    | -31,853    |   | 1,247,000 | 583,219   |
| April     | 2,685,329  | 2,669,495    | 15,834     |   | 1,477,000 | 1,192,495 |
| May       | 3,082,807  | 2,969,131    | 113,676    |   | 1,564,000 | 1,405,131 |
| June      | 3,797,817  | 3,713,639    | 84,178     |   | 1,818,000 | 1,895,639 |
| July      | 4,874,543  | 4,755,986    | 118,557    |   | 3,034,000 | 1,721,986 |
| August    | 4,366,907  | 4,396,687    | -29,780    |   | 2,108,000 | 2,288,687 |
| September | 4,573,990  | 4,342,740    | 231,250    |   | 1,674,000 | 2,668,740 |
| October   | 5,717,704  | 5,791,965    | -74,261    |   | 1,740,000 | 4,051,965 |
| November  | 4,331,523  | 4,249,802    | 81,721     |   | 1,125,000 | 3,124,802 |
| December  | 6,361,419  | 3,949,738    | 2,411,681  |   | 1,305,000 | 2,644,738 |

# Summary Since Last Report (cont.)

- Town is selling water to contractors
  - Is water being stolen by construction companies?
  - Trend data shows consistent mid-week surges (300+ gal/min for 10-20 mins) early, mid, and late in the workday
  - 1,000 gals being sold, but millions going out of plant gallons taken



Data Trends



Legend

- Reservoir Level
- Effluent Flow
- Distribution Total
- Raw Water Turbidity
- Distribution Flow
- Effluent Turbidity
- Effluent C12 Level
- Distrib C12 Level

Diag Trends

LAN Trends

Close

Alarms

Trends

LAN Data

Setpoints

Wishing Well

Diagnostics

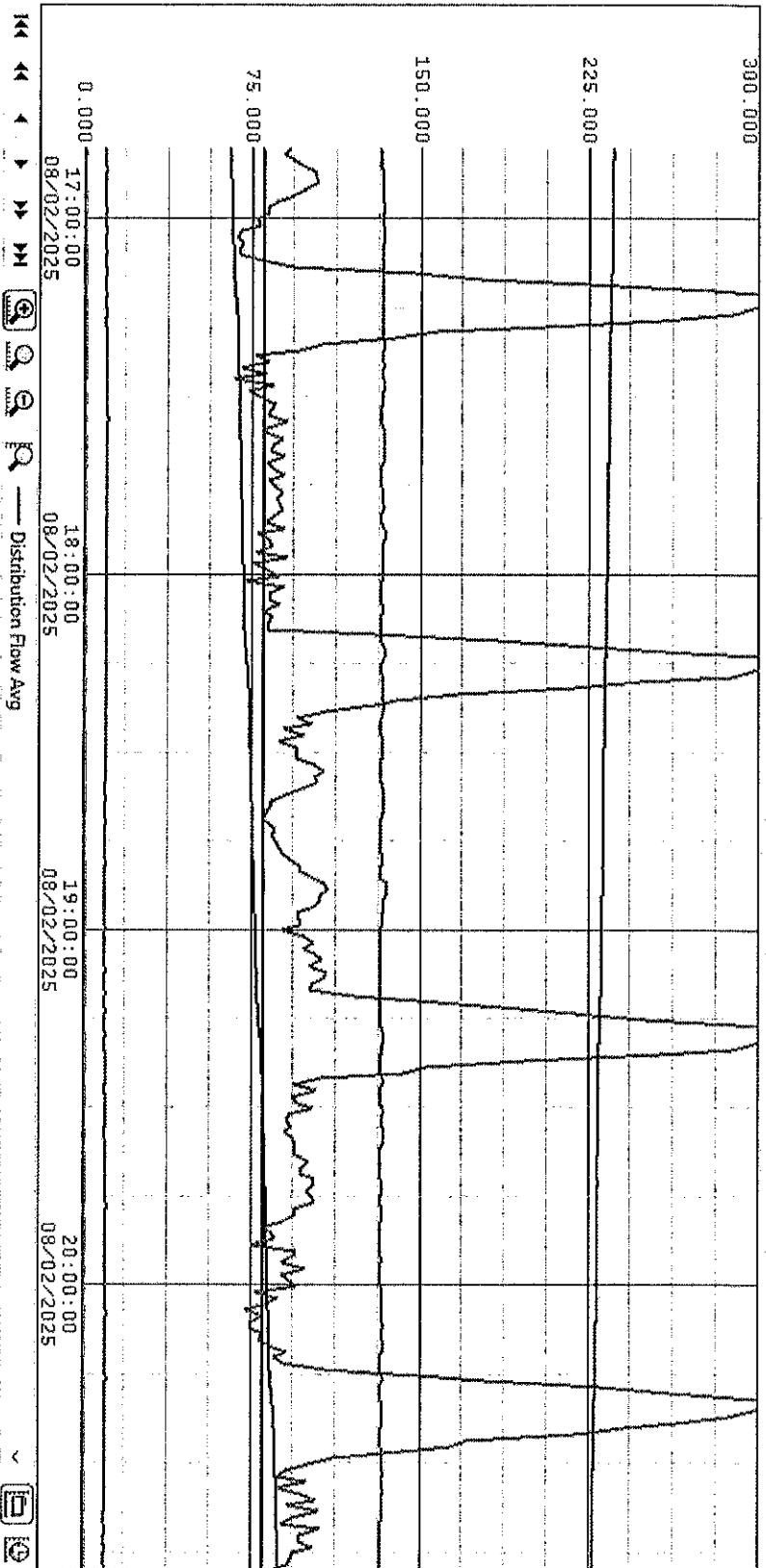
Maintenance

LogOn

LogOff

13:33:26

Data Trends



Legend

- Reservoir Level
- Distribution Total
- Distribution Flow
- Effluent C12 Level
- Effluent Flow
- Raw Water Turbidity
- Effluent Turbidity
- Distrib C12 Level

Diag Trends

LAN Trends

Close

Alarms

Trends

LAN Data

Setpoints

Wishing Well

Diagnostics

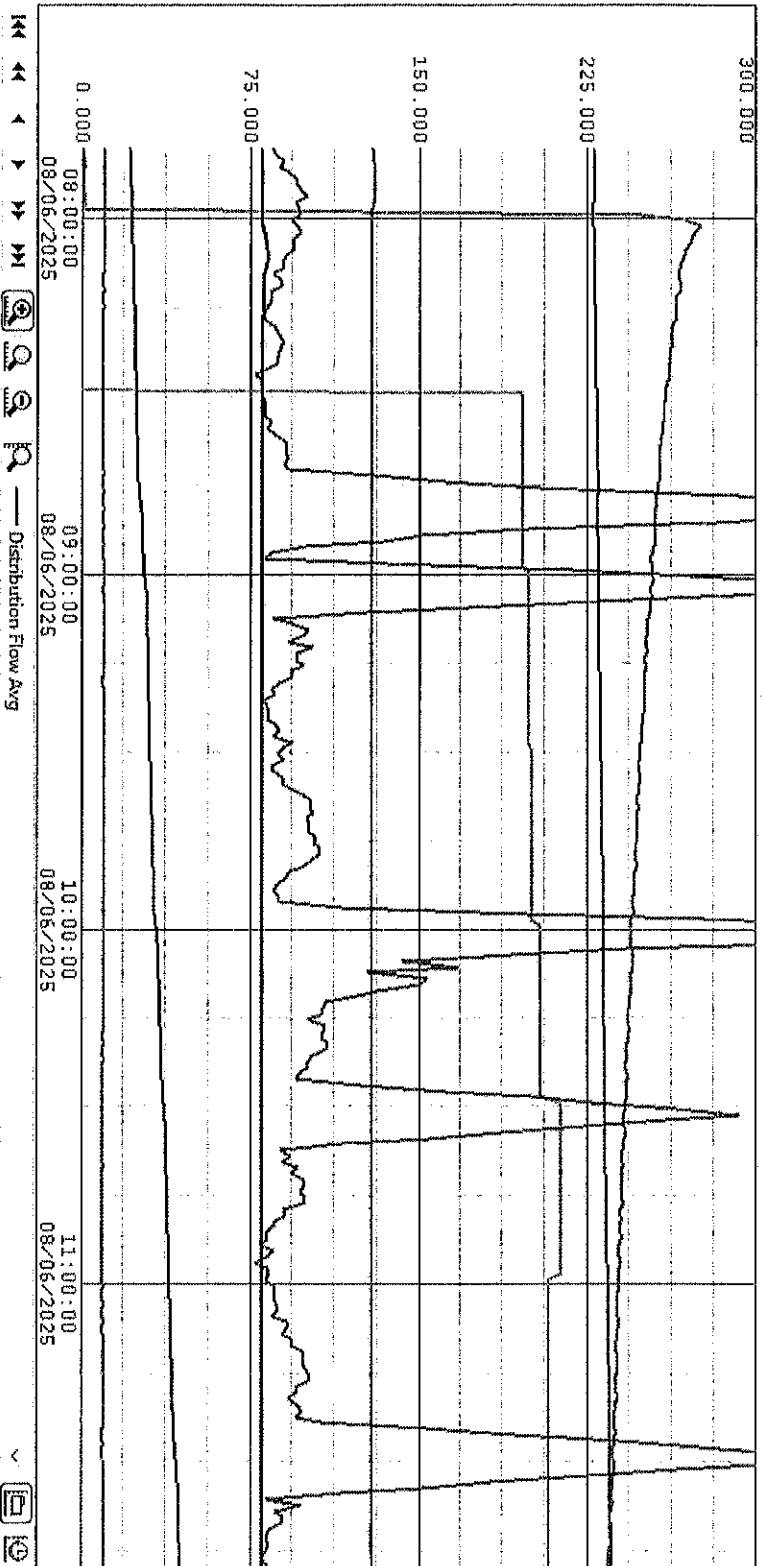
Maintenance

LogOn

LogOff

13:34:22

Data Trends



Legend

- Reservoir Level -- Effluent Flow
- Distribution Total -- Raw Water Turbidity
- Distribution Flow -- Effluent Turbidity
- Effluent C12 Level -- Distrib C12 Level

Diag Trends

LAN Trends

Close

Alarms

Trends

LAN Data

Setpoints

Wishing Well

Diagnostics

Maintenance

LogOn

LogOff

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# Results of Analysis on Section of Failed Distribution Pipe

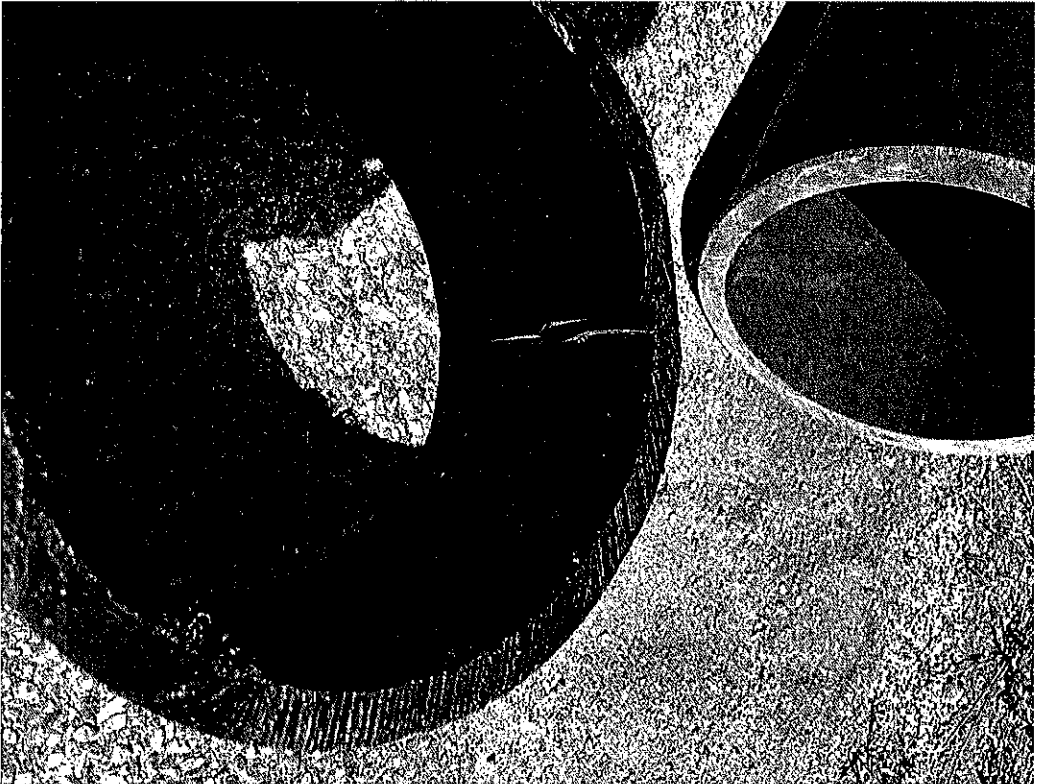
## Provided by **Underground Solutions, a pipe vendor**

- Pipe failed due to a Slow Crack Growth (SCG) mechanism caused by mechanical stress, not oxidative degradation
- No significant oxidative embrittlement was detected on the inner surface of the pipe
- The failure originated from the inside surface and propagated outward through the pipe wall
- External mechanical damage from abrasive contact with soil and rocks was observed at the failure location
- The pipe material properties remain within acceptable limits for PE 3608 material

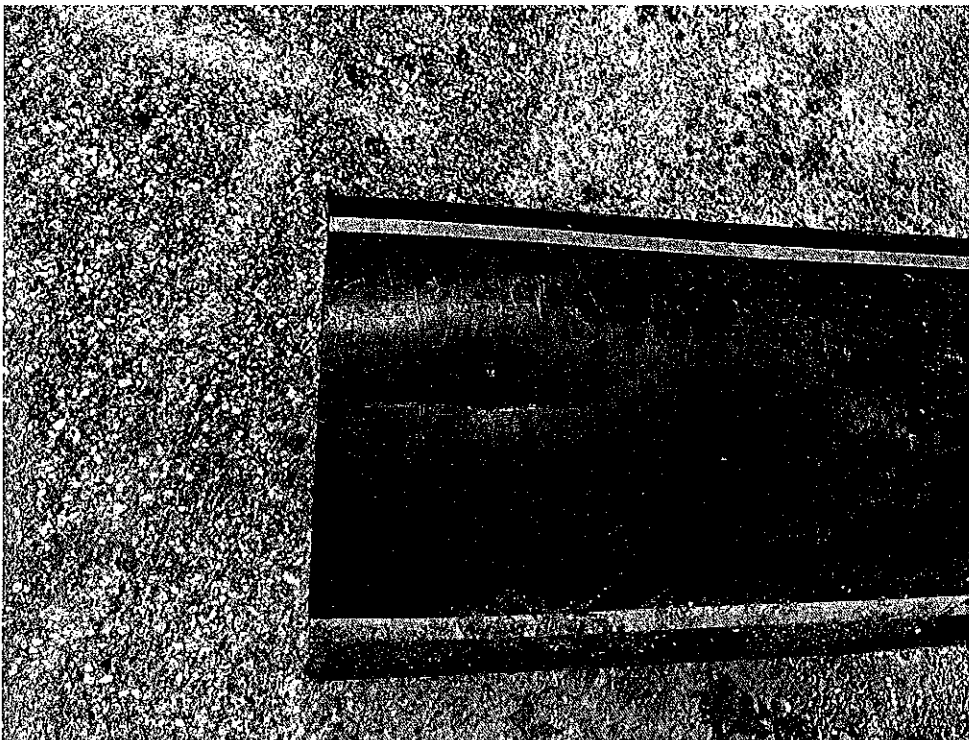
**Bottom Line:** The failure was caused by excessive mechanical stress concentration due to external loading conditions, not material degradation. The pipe material itself remains serviceable, but external support conditions should be evaluated to prevent similar failures.



May 30, 2025 – 1800 S near 8900 E



June 16, 2025. 1800 S. near the Water Plant



# Lifecycle Sustainment Options for Consideration

- Option 1: Do nothing beyond continuing to repair leaks as they occur
- Option 2: Begin planning for a partial life extension project
  - Selective plant refurbishment (range of \$125,000)
  - Distribution line replacement of portions (3,600 ft) that have been troublesome (range of \$1.5 million)
- Option 3: Begin planning on an entire system (20,040 ft + 8,000 ft + 7,000 ft) (>\$9 million)

# Considerations

- HDPE isn't being degraded by chlorine, except possibly in the seams
- Antidotal information is that the contractor was forced to retrain his crew on seaming mid-project
  - Seams should be better as the pipe gets closer to town
- The greatest problem area is along 1800 S. which is likely the worst soil composition on the entire route
  - Access to the entire 3,600 ft section is excellent
  - Some of the parts used in the many repairs in that section are reusable

**STAFF REPORT TO TOWN COUNCIL****August 21, 2025****Discussion on Water Forgiveness Program****Findings:**

1. Huntsville Town's current chapter on water states: "The property owner is responsible for hooking to and maintenance of the water system and all infra-structure from the water meter to, and including within, all buildings on the property."
2. Huntsville Town is experiencing an increase in water forgiveness applications.
3. These applications have become increasingly hard to address due to a lack of guidelines. The decision for water forgiveness could be perceived as arbitrary by other residents.
4. The applications received usually argue owner "responsibility," yet Huntsville Town's Water Forgiveness applications, call for need-based requirement with leak forgiveness.
5. TC Member Powell submitted a well-written policy addressing a process for water forgiveness.

**Staff Recommendations:**

TC Member Artie Powell submitted a well-written policy addressing a process for water forgiveness. The staff is supportive of passing a water forgiveness policy resolution or adding the verbiage to Huntsville Town Ordinances.

The staff wanted to point out that all the applications made recently, whether the decision was in their favor or not, were all well within the guidelines set by TC Member Artie Powell. The staff urges the Town Council to look at need-based qualifications.

Many cities and towns do not have leak forgiveness policies because the margin on funding their water systems is very small. For example, Uintah does not have a forgiveness policy. They provide funding by setting up payments.

The staff recommends setting up need-based qualifications based on 60% of the state's median income. This is the recommendation for utility help at the Department of Workforce Services. In 2025, Utah's median household income, when adjusted for cost of living, is \$98,336. Applicants would provide paystubs for their last two months on income. The cost of living would change annually, but many other reduced cost programs for utility companies seem to run on a model such as this. A type of policy like this would address the residents in our community with the most urgent need. With guidelines being well established, the decisions for leak forgiveness could be made administratively, with additional privacy. If the resident wanted to appeal a decision, the Town Council could hear the appeal at Town Council meeting.

**Required Action:**

Motion to direct the policy to be published as an ordinance or resolution at the next meeting.

## **Town of Huntsville, Utah**

### **Policy for Adjustment of Water Utility Charges Due to Service Line Leaks**

#### **Section 1. Purpose**

The purpose of this policy is to establish consistent criteria and procedures for adjusting water utility charges in cases where a verified leak in the water service line—defined as the portion of the line between the water meter and the residence—has caused a significant and unintentional increase in water usage.

#### **Section 2. Eligibility**

A customer may request an adjustment to their water bill if all the following conditions are met:

1. The leak occurred in the privately owned portion of the water service line between the water meter and the primary residence (or termination point of the line).
2. The leak must have led to a significant rise or spike in water usage compared to the customer's historical average, which shall be calculated based on the most recent eighteen (18) months of usage data.
3. The customer exercised due diligence in identifying and repairing the leak promptly upon discovery or notification.
4. The customer submits a complete adjustment request within the required time frame as outlined in Section 3.

#### **Section 3. Timeliness and Documentation Requirements**

##### ***A. Timeliness***

The customer must submit a written request for adjustment within sixty (60) days from the billing date of the affected billing period.

In cases where the water bill reflects unusually high usage, such usage shall constitute constructive notice of a potential leak. Under such circumstances, the request for adjustment must be submitted within thirty (30) days of the billing date or before the next regularly scheduled Town Council meeting, whichever occurs later.

##### ***B. Required Documentation***

The request must include:

1. A written description of the nature, location, and estimated duration of the leak.
2. Documentation of the repair, including:

- A dated invoice or receipt from a licensed plumber; or
  - A signed statement from the property owner if the repair was self-performed.
3. Photographic evidence of the leak or repair, if available.
  4. Incomplete or untimely requests may be denied or returned for additional information.

#### **Section 4. Adjustment Calculation**

If the request is approved, the Town shall adjust the customer's bill according to the following guidelines:

1. The adjustment shall apply only to the excess usage, defined as usage above the average monthly usage during the preceding eighteen (18) months for the same account.
2. The cost of the excess usage may be reduced to:
  - The Town's wholesale water rate per gallon for the excess amount; or
  - A discount of 50% on the excess usage charge, whichever results in a lower bill to the customer.
3. Only one (1) adjustment may be granted per customer account in any twenty-four (24) months.

#### **Section 5. Exclusions**

Adjustments shall not be granted under the following circumstances:

1. The leak occurred within the interior plumbing of the home or in an irrigation system.
2. The excess usage resulted from negligence, willful damage, or failure to maintain private infrastructure.
3. The leak was associated with construction, remodeling, or landscaping projects.
4. The request is submitted outside the allowed timeframe as stated in Section 3.
5. The required documentation is not provided.

#### **Section 6. Final Authority**

All requests for adjustment are subject to review by the Huntsville Town Clerk and final approval by the Town Council. The decision of the Town Council shall be final.





**COLONIAL FLAG**  
Flagpoles • Custom Flags • Vinyl Banners

## Quote

TC Minutes 8-21-25 Attachment #7

1  
SC

9390 South 300 West  
Sandy, UT 84070  
(801) 562-0123

Order Number: 0237765  
Order Date: 8/18/2025  
Salesperson: SW  
Customer Number: 00-BIDDING  
Phone Number:  
Cell Number:

Sold To: Ship To:

BIDDING QUOTATION

BIDDING QUOTATION

Confirm To:

| Customer P.O. | Ship VIA | F.O.B. | Terms |
|---------------|----------|--------|-------|
|---------------|----------|--------|-------|

OTHER

Special/Contract

| Item Number | Unit | Ordered | Price | Amount |
|-------------|------|---------|-------|--------|
|-------------|------|---------|-------|--------|

|   |      |      |          |          |
|---|------|------|----------|----------|
| IVC30C52-AD<br>30x5x156 Bronze 2pc V-Cleat Ki<br>////////// | EACH | 1.00 | 3,920.00 | 3,920.00 |
| IVC25B41-AD<br>25x4x125 D Bronze V-Cleat Kit                | EACH | 1.00 | 2,189.60 | 2,189.60 |
| SGIHR<br>StarGazer Revolving IH                             | EACH | 1.00 | 1,900.00 | 1,900.00 |
| SGPC<br>StarGazer Photo Cell                                | EACH | 1.00 | 30.00    | 30.00    |
| SGDB<br>Star Gazer Direct Burial                            | EACH | 1.00 | 500.00   | 500.00   |
| 380207B<br>Solar Flagpole Light BLACK                       | EACH | 1.00 | 99.00    | 99.00    |

**SALES AGREEMENT:** With my signature, I certify this quotation/sales order represents my desire to purchase these products/services from Colonial Flag. I am authorized to execute this binding agreement and have read and agreed to comply with the following Terms & Conditions: This quotation/sales order is subject to final price verification and payment arrangements. **50% deposit is required on all custom jobs.** Cancelled orders may incur a 25% restocking fee. Custom products are non-returnable and non-refundable. Install jobs may incur additional charges if ground conditions are extreme. Permits/Engineering is an additional cost (if required). **Delivered product must be inspected immediately upon receipt.** Failure to notify Colonial Flag of any quality or quantity dispute within 2 business days of receipt constitutes a complete waiver of any dispute. Shipping, handling and applicable sales tax added to final invoice. Expedited shipping is available for an additional charge. **QUOTES VALID FOR 30 DAYS.**

|                    |                 |
|--------------------|-----------------|
| Net Order:         | 8,638.60        |
| Less Discount:     | 0.00            |
| Freight:           | 0.00            |
| Sales Tax:         | 0.00            |
| <b>Order Total</b> | <b>8,638.60</b> |



**COLONIAL FLAG**  
Flagpoles • Custom Flags • Vinyl Banners

## Quote

Page: 1  
SC

9390 South 300 West  
Sandy, UT 84070  
(801) 562-0123

Order Number: 0237763  
Order Date: 8/18/2025  
Salesperson: SW  
Customer Number: 00-BIDDING  
Phone Number:  
Cell Number:

Sold To: Ship To:

BIDDING QUOTATION

BIDDING QUOTATION

Confirm To:

Customer P.O. Ship VIA F.O.B. Terms

OTHER

Special/Contract

| Item Number | Unit | Ordered | Price | Amount |
|-------------|------|---------|-------|--------|
|-------------|------|---------|-------|--------|

|                                      |      |      |          |          |
|--------------------------------------|------|------|----------|----------|
| IVC25B41-02                          | EACH | 1.00 | 1,780.00 | 1,780.00 |
| 25x4x125 Satin V-Cleat Kit           |      |      |          |          |
| //////////////////////////////////// |      |      |          |          |
| ESS25B41-02                          | EACH | 1.00 | 1,120.80 | 1,120.80 |
| 25x4x125 Satin External Kit          |      |      |          |          |
| 380207                               | EACH | 1.00 | 99.00    | 99.00    |
| Solar Flagpole Light WHITE           |      |      |          |          |

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|                    |                 |
|--------------------|-----------------|
| Net Order:         | 2,999.80        |
| Less Discount:     | 0.00            |
| Freight:           | 0.00            |
| Sales Tax:         | 0.00            |
| <b>Order Total</b> | <b>2,999.80</b> |



**COLONIAL FLAG**  
Flagpoles • Custom Flags • Vinyl Banners

## Quote

Page: 1  
SC

9390 South 300 West  
Sandy, UT 84070  
(801) 562-0123

Order Number: 0237765  
Order Date: 8/18/2025  
Salesperson: SW  
Customer Number: 00-BIDDING  
Phone Number:  
Cell Number:

Sold To: [REDACTED] Ship Via: [REDACTED] Ship Date: [REDACTED]

BIDDING QUOTATION

BIDDING QUOTATION

Confirm To:

Item Number: [REDACTED] Ship Via: [REDACTED] Ship Date: [REDACTED] Terms: [REDACTED]

OTHER

Special/Contract

Item Number: [REDACTED] Unit: [REDACTED] Quantity: [REDACTED] Price: [REDACTED] Amount: [REDACTED]

|                                 |      |      |          |          |
|---------------------------------|------|------|----------|----------|
| IVC30C52-AD                     | EACH | 1.00 | 3,920.00 | 3,920.00 |
| 30x5x156 Bronze 2pc V-Cleat Kit |      |      |          |          |
| //////////                      |      |      |          |          |
| IVC25B41-AD                     | EACH | 1.00 | 2,189.60 | 2,189.60 |
| 25x4x125 D Bronze V-Cleat Kit   |      |      |          |          |
| SGIHR                           | EACH | 1.00 | 1,900.00 | 1,900.00 |
| StarGazer Revolving IH          |      |      |          |          |
| SGPC                            | EACH | 1.00 | 30.00    | 30.00    |
| StarGazer Photo Cell            |      |      |          |          |
| SGDB                            | EACH | 1.00 | 500.00   | 500.00   |
| Star Gazer Direct Burial        |      |      |          |          |
| 380207B                         | EACH | 1.00 | 99.00    | 99.00    |
| Solar Flagpole Light BLACK      |      |      |          |          |

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Net Order: 8,638.60  
Less Discount: 0.00  
Freight: 0.00  
Sales Tax: 0.00  
**Order Total: 8,638.60**



COLONIAL FLAG  
Flagpoles • Custom Flags • Vinyl Banners

## Quote

Page: 1  
SC

9390 South 300 West  
Sandy, UT 84070  
(801) 562-0123

Order Number: 0237763  
Order Date: 8/18/2025  
Salesperson: SW  
Customer Number: 00-BIDDING  
Phone Number:  
Cell Number:

Sold To: \_\_\_\_\_ Ship To: \_\_\_\_\_

BIDDING QUOTATION

BIDDING QUOTATION

Confirm To:

Customer P.O. \_\_\_\_\_ Ship Via \_\_\_\_\_ PO Box \_\_\_\_\_ Terms \_\_\_\_\_

OTHER

Special/Contract

| Item Number | Units | Ordered | Price | Amount |
|-------------|-------|---------|-------|--------|
|-------------|-------|---------|-------|--------|

|  |      |      |          |          |
|--|------|------|----------|----------|
| IVC25B41-02<br>25x4x125 Satin V-Cleat Kit  | EACH | 1.00 | 1,780.00 | 1,780.00 |
| ////////////////////////////////////       |      |      |          |          |
| ESS25B41-02<br>25x4x125 Satin External Kit | EACH | 1.00 | 1,120.80 | 1,120.80 |
| 380207<br>Solar Flagpole Light WHITE       | EACH | 1.00 | 99.00    | 99.00    |

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| <b>Order Total</b> | <b>2,999.80</b> |



**Mark B. Goodson**  
ARTIST

*"You should have the Art you Love"*

**What:** A combined event in Huntsville...

- a. Mark B. Goodson Studio & Gallery "Grand Opening / Ribbon Cutting" at 6:30 pm
- b. Huntsville Town Stroll of all businesses who would like to participate.

**When:** The Stroll is Friday September 5th from 5:00 to 8:30pm (Goodson's Ribbon Cutting is at 6:30).

**Why:**

- a. Invite the whole Valley and all our contacts to have another fun look through Huntsville.
- b. To Celebrate both the "Grand Opening / Ribbon Cutting of Mark B. Goodson's Studio / Gallery, and also promote the new location of Emiejames, in the Green Haus.

**Where:**

- a. Mark will write-up a feature article and get it into the Valley News.
- b. Location: generally... Huntsville 2nd street between 7300 East and 7500 East, and also along 7400 East from 100 South to 270 South.
- c. Huntsville businesses outside of this area can also be promoted (with address) in the Valley News, and, or, set-up a booth near Mark B. Goodson's place, and promote their businesses from there. For example: the Atomic Chalet at 6917 East 100 South, and the businesses in the Chevron/Ace Hardware strip mall.

**Who:**

Atomic Chalet, Imagine Music, Mountain Arts and Music, The Green Haus, Emiejames, The Shooting Star, Gold Rush/Gallery, Botanical Eden Flowers & Gifts, Mark B. Goodson Studio & Gallery, DUP tours of the Robert F. Aldous Cabin, Valley House Inn, Huntsville Mercantile, Joyful Smiles Family Dentistry, Huntsville Town Hall, Compass Rose Lodge, First Lift Coffee, Detours, Ace Hardware, Hooked Fish N' Chips Restaurant (by ACE). (in alphabetical order in news paper).

Please let me know (ASAP) if you'll participate in this Huntsville Town Business Stroll.

If you have some ideas, please share them with me.

Especially let me know if I left anyone out, we **don't** want to do that.

Thanks,  
Mark

## **STAFF REPORT TO TOWN COUNCIL**

**August 21, 2025**

### **Resolution 2025-8-7: resolution to adopt contract for engineering services Jared Anderson**

#### **Findings:**

Resolution 2025-8-7 adopting the contract for Jared Andersen, engineering services, was tabled at the August 7, 2025, meeting. There were questions regarding the RFP (Request for Proposal) status of the contract and whether there was a conflict-of-interest clause in the contract.

- 1) Huntsville Town contracted Sunrise Engineering for a Town Engineer providing help with Capital Improvement Projects and Subdivisions around 2019. Jared Andersen was the engineer Huntsville Town started working with at that time.
- 2) Jared Andersen left Sunrise Engineering to form his own firm in 2025.
- 3) Jared Andersen has continued to work for Huntsville Town at a cost that is far less than that charged by Sunrise Engineering.
- 4) Huntsville Town continues in the contract for Sunrise Engineering for plan review and inspection services.
- 5) The resolution tabling the current contract for Jared Andersen was tabled with the following questions:
  - a. Is an RFP required for engineering services?
  - b. Is the contract provided have a non-compete clause? Is it an exclusive contract?

#### **Staff Recommendations:**

In Utah Code Annotated 10-7-86, the requirements for architects, engineers or surveyors are listed. It states that a city or town "may" adopt procurement procedures in Title 63G, Chapter 6a. If the procurement procedures are not adopted the code states that a city or town "may engage the services of a professional architect, engineer, or surveyor based on the criteria under Subsection 2a (qualifications, experience and background) rather than solely on lowest cost."

Beckki consulted with Bill Morris regarding the engineering contract presented and he highly recommended Jared Andersen for all the professional qualifications, experience and background. In addition, Mr. Morris advised that if we wanted to qualify for future CDBG projects with Federal Funds, adopting the Procurement procedures would be necessary. Currently Huntsville Town does not qualify for CDBG funds based on our MAGI (Median Adjusted Gross Income).

Mr. Morris also states that it is good practice to RFP these services every 5 years for these specific kinds of services.

There is not a non-compete clause in the contract for Jared Andersen. He has been great to work with in the past five years and has been integral in presenting the water funding information to the Utah State Division of Drinking Water. He has also been heavily involved with SAGE in monitoring their subdivision progress. Jared Andersen would serve as our representative of the Bodi Politic to the septic system at Sage. He has experience in monitoring these kinds of septic systems.

The contract is not exclusive to all engineering services. Jared Andersen did not serve as the project

manager on the Town Hall, for example. He recommended and advised. If there is a way to have lower cost services or services he could not provide, Mr. Andersen is the first to recommend other engineers for the project.

**Required Action:**

**Motion to Approve** (Example: I move to recommend Approval of Resolution 2025-8-7: Adopting the contract for Jared Andersen engineering services *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.*)

## RESOLUTION 2025-8-7

### **A RESOLUTION OF HUNTSVILLE TOWN, UTAH, TO ENTER INTO AN AGREEMENT WITH ANDERSEN ENGINEERING, AN INDEPENDENT CONTRACTOR TO WORK WITH HUNTSVILLE TOWN ON ENGINEERING SERVICES.**

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

**WHEREAS**, the Town Council is the municipal legislative body;

**WHEREAS**, the Town Council desires contract with quality engineering services to assist with engineering needs such as Capital Improvements and Subdivision for the benefit of the health, safety, and welfare of the public;

**WHEREAS**, the Town Council desires to engage Andersen Engineering to serve as technical advisor and staff support;

**WHEREAS**, the Town Council has entered into an agreement with Andersen Engineering and desires to ratify that Agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the Huntsville Town Council as follows;

**Section 1.** Ratification. That the Agreement between Huntsville Town and Andersen Engineering attached hereto as Exhibit "A" and incorporated herein by this reference is hereby ratified by the Town Council and shall continue in full force and effect according to the terms of the Agreement.

**Section 2.** Effective Date. This Resolution is effective immediately upon adoption by the Town Council.

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

**PASSED AND ADOPTED** by the Town Council on this 7th day of August 2025.



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

ATTEST:

\_\_\_\_\_  
BECKKI ENDICOTT, Clerk

**RECORDED** this 7<sup>th</sup> day of August 2025.

**CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING**

According to the provision of U.C.A. §10-3-713, 1953 as amended, I, the municipal clerk of Huntsville Town, hereby certify that foregoing resolution was duly passed and published, or posted at 1) Town Hall 2) [www.huntsvilleutah.gov](http://www.huntsvilleutah.gov) 3) [www.pmn.gov](http://www.pmn.gov)

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

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