

**MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING**  
**Thursday, September 5, 2024, 6:00 p.m.**  
**Huntsville Town Maintenance Building, 165 South 7500 East, Huntsville**

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

**Citizens:** Lt. Cowley, Mike Tovar “Sarge” and Dave Fountain-American Legion, Ron Gault-Water Board Chair, Jeff and Dakota Hyde- Compass Rose Lodge

1-Mayor Sorensen called the meeting to order.

There is a full quorum present. TCM Sandy Hunter is out of town and will join later via zoom.

2-Pledge of Allegiance led by Dave Fountain

3-Opening Ceremony given by Lewis Johnson

4-Public Comments:

No public Comments

5-Sheriff’s Report - Lt. Cowley is once again the officer representing the Weber County Sheriff’s office at the Town Council Meetings. He reported that the number of calls in the past month was typical for the average monthly total over the past five years. No significant incidents occurred.

6. Sarge Tovar presentation on American Legion’s community outreach. (See Attachment #1)  
 Dave Fountain of the American Legion explained that on the first Town Council meeting of the month the American Legion would like to come and give a 30–60-day outlook. Information about upcoming events, capital improvements and quarterly donations can be read in the attachment. The legion would like to replace the well-worn flag in front of the Huntsville Town Maintenance Building.

**Sandy Hunter joined on zoom at 6:08pm**

7. Discussion and/or action on approval of Resolution 2024-09-05A Sewer Maintenance Agreement (See Attachment #2)

Dakota Hyde of Ski Town Venture, developer of the North Arrow condominiums explained that he and Jeff Hyde, partners, have spoken to the Town Council several times over the past several

years to get approval for various elements of the North Arrow project. This Sewer Agreement came about because of the way they built their septic system. It was originally built big enough to be shared by their hotel, Compass Rose Lodge and the North Arrow Condominiums. The state code dictates that since the septic system crosses property lines they need to have a body politic sponsor for the septic system. They are asking Huntsville Town to be the body politic sponsor. This agreement written by Attorney Bill Morris and adjusted by the attorney for Ski Town Venture outlines the rules and responsibilities of both parties.

TCM Powell went through several suggested edits that were mostly grammatical in nature. He had questions about the easement that allows the Town to conduct inspections and so forth. He wanted to make sure the Town was not financially liable for any inspections, repairs or replacement. The suggested changes are noted in the attached agreement.

**TCM Ahlstrom motioned to approve Resolution 2024-09-05A with the adjustments.**

**TCM Powell seconded the motion. Roll call vote. Votes reflected below. Motion passed 5-0.**

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

8. Discussion and/or action on approval of Resolution 2024-09-05 Agreement for Water System Contractor (See Attachment #3)

Shannon Smith, clerk, explained that the first contract was put together in a bit of a hurry last year and a new contract that was more correct was needed. The Town's attorney, Bill Morris, made some adjustments. It's very similar to the one that was signed previously but the scope of work has changed. After meeting with Thom Summers recently, Mayor Sorensen and Ron Gault felt good about the amount of money the Town is paying Thom. Ron says he is very knowledgeable and skilled and knows the water system well.

**TCM Powell motioned to approve Resolution 2024-09-05 Agreement for Water System Contractor. 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 Water Late Fee Proposed change. (See Attachment #4)

Ron Gault pointed out that soon the Town will lose its maintenance workers because they are moving. Winter is coming and a snowplow driver is needed. They discussed different people in the Town who might be able to take over. The mayor explained that they cannot hire someone full time because of the expense. Ron said that Gary Probasco will be around through the winter if there's an emergency.

Ron explained that there are some water expenditures that need to be approved. Motion lights, a back flow meter, and mapping are just some of the things that will cost the Town.

Ron talked about the galvanized pipe survey. Thirty percent of residents have responded so far. The report is due to the state at the end of October.

He explained that the fee schedule was updated a few months ago and it needs adjusting.

Shannon Smith explained that the maximum amount of \$50 for a late payment is proving to be too high. The fee punishes those who are consistently behind and makes it harder for them to keep up. That was not the intent of the original increase.

Ron also said that the Town needs to raise their fee for construction companies wanting to use the water. The increase is needed to cover the clerical costs and installation costs. The Town Council discussed the fee for the actual water that the companies use. TCM Johnson proposed a \$50 administration fee and \$50 for each 1,000 gallons of water. He thought that was simpler than what's on the fee schedule.

#### 10. Discussion and/or action on the water leak protection program (See Attachment #5)

Shannon reminded the Town Council of the meeting several months ago where she presented this leak protection program. Since then, she has done some more research and is there to give the Town Council some more information. In addition, she had another idea about the Town building up their own fund by charging a little extra on the water bill. The Town could use that money to help forgive high water bills.

TCM Powell didn't think that the insurance program was cost effective. He didn't want it to be a hidden tax and an extra burden. TCM Ahlstrom favored the insurance protection program if there was the ability to opt-out.

The Town Council went back to the idea of their own leak protection program. They talked over the ins and outs and how the program would be administered.

#### 11. Discussion and/or action on approval of purchase and installation of Jake Brake Ordinance signs. (See Attachment #6)

Mayor Sorensen explained to the Town Council that to enforce the new Jake Brake Ordinance they would need to purchase signs and have them installed by UDOT for \$4,000 for two signs. TCM Hunter who lives close to the intersection of 500 S. and HWY 39, does not hear Jake Brakes as much as she hears motorcycles. Lt. Cowley spoke up and said the signs would be a deterrent, but if it's not really a problem then they might not be needed. No motion was made.

#### 12. Discussion and/or Action on approval of Resolution 2024-08-29 Interlocal Agreement for snow removal. (See Attachment #7)

TCM Hunter suggested they change the agreement wording to reflect what the Town is buying. It's a wear plate and not a whole snowplow blade. Mayor Sorensen said that after talking to Gary

Probasco, he learned that it would cost the Town more money to plow that section than to buy one wear plate for the county each year.  
**TCM Ahlstrom motioned to approve Resolution 2024-08-29 Interlocal Agreement for snow removal with the changes. 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			

13. Discussion and/or Action on approval of Resolution 2024-08-15 Sex Based Privacy Compliance Plan (See Attachment #8)

TCM Powell pointed out a clerical error in Section 3 paragraph A. He thought it should say “a public facility” and not “the public facility.” Shannon pointed out that there are already gender-neutral bathrooms in the park and in the newly constructed Town Hall. The Town Council questioned the need to pass the resolution if the Town is already in compliance and it’s a mandated state law.

**TCM Powell made a motion to table Resolution 2024-08-15 until they can get clarification from attorney Bill Morris about the need to pass it. TCM Ahlstrom seconded it. All votes Ayes. Motion passed.**

14. Discussion and/or action on approval of Minutes for Town Council Meeting on August 1, 2024 (See Attachment #9)

**TCM Johnson motioned to approve minutes for Town Council Meeting August 1, 2024. TCM Powell seconded the motion. All Votes Ayes. Motion passed.**

Department Updates

**Mayor Sorensen**-this year’s 4<sup>th</sup> of July celebration was a success, and the Town is going to break even rather than be in the hole financially as in times past.  
 The Huntsville Marathon is coming up on May 21<sup>st</sup> and they’re in need of volunteers so come and help before, during, or after if possible.  
 Town Councilmembers discussed their employee pay and whether they could opt out of it. A cell phone stipend was discussed as a substitute. The mayor explained that the accountant and auditor both agreed that The Town Council should be getting a paycheck like an employee and have to fill out a 1099. Mayor Sorensen asked the Town Council to think over another solution for this requirement and discuss it next time.  
 Mayor Sorensen recently received word about a company that is interested in building a grocery store in Huntsville. The Town Council talked about where it might be located and what it would mean for the Town and the whole Ogden Valley community.

**TCM Lewis Johnson**- No update.

**TCM Bruce Ahlstrom**- discussed threats to the border that he learned about at a briefing with Sheriff Arbon. He will discuss that in the next TC meeting.

**TCM Sandy Hunter**- No update

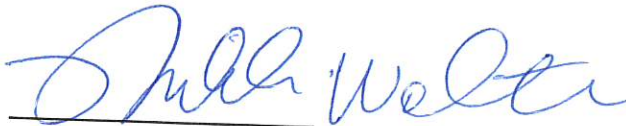
**TCM Artie Powell**- No update

**TCM Ahlstrom** motioned to approve the July Bills. **TCM Powell** seconded the motion. All votes Ayes. Motion passed.

**TCM Ahlstrom** motioned to approve the August Bills. **TCM Powell** seconded the motion. All votes Ayes. Motion passed.

**TCM Powell** motioned to adjourn the meeting. All Votes Ayes. Motion passed.

Meeting adjourned at 8:27 p.m.



Nikki Wolthuis, Town Clerk



## **American Legion Post 129**

Huntsville Town Monthly Update

Sept/Oct 2024

### **Current Membership: 160**

- Of note three are **WWII** veterans, Korean war, Vietnam, Gulf War, Operations Enduring Freedom, and Operation Iraqi Freedom, active and reserve component members

### **Weekly/Monthly Schedule of events:**

- Scouts Troop 129 every Monday night 1800
- American Legion Post 129 member meeting every third Sunday 1700

### **30 Day schedule of events:**

- VET FEST 6-8 Sept. 1100-2200
  - approximately 200 people per day
  - Camping (\$30)
  - Entertainment(music),
  - Vendors
  - \$20 cover, all are welcome
- Fireman's Retirement 14 Sept. 1100-1400, approximately 45 people

### **60 Day schedule of events:**

- 25-mile Disabled Veteran Bicycle Ride in conjunction with Ogden Valley Adaptive Sports. This will be on the bike trail around the Huntsville area. 5 Oct.
- Halloween Party 26 Oct. 1700
- Valley Elementary School Safety Project date **TBD**

### **Capital Improvements:**

- Spent \$45K+ in the last 12 months
- Installed a new Septic/leach field
- Installed updated central air
- Painted building and pored new exterior concrete sidewalks and outside patio
- Updates interior and exterior sound system, added new televisions

### **Quarterly Donations: \$1350**

- Homeless Veterans Fellowship Facility Ogden
- George Wahlen Nursing Home Ogden
- William Christoffersen Assisted Living Facility SLC

### **Additional comments:**

- Sponsor several active military junior enlisted families for Thanksgiving & Christmas
- Always willing and able to support military and veterans in need

**HUNTSVILLE CITY  
RESOLUTION 2024-09-0514**

**NORTH ARROW SEWER MAINTENANCE AGREEMENT**

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ENTERING AN AGREEMENT BETWEEN THE DEVELOPER OF THE NORTH ARROW PROJECT AND HUNTSVILLE TOWN RELATED TO THE BODY POLITIC AND OTHER MATTERS FOR THE MAINTENANCE AND OPERATION OF SANITARY SEWER**

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

**WHEREAS**, the Developers of the North Arrow Project in the Town are required by the Weber-Morgan Health Department to have the attached Sewer Maintenance Agreement (hereafter "Agreement") related to the body politic and other matters related to sanitary sewer;

**WHEREAS**, the Town and Developer in conjunction with the Weber-Morgan Health Department negotiated this Agreement

**WHEREAS**, the Town and Developer desire to enter this Agreement this Agreement;

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

PASSED AND ADOPTED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
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**"), DOTOHU, LLC, and SKI TOWN VENTURE, LLC, Utah limited liability companies ("**Developer**"). The foregoing are referenced herein either individually as a Party or collectively as the Parties.

RECITALS:

WHEREAS, Developer has acquired title to Weber County Parcels: 241200005 and 241670011, legally identified on the attached Exhibit "A" as the "Property" which is developed into a development project commonly referred to as the "North Arrow Project" ("Project") as approved by the Town.

~~W~~WHEREAS, the Developer operates a septic system and drain field ("Sewer System") as part of the Project as approved by the Weber-Morgan Health Department ("Department") under the applicable law.

WHEREAS, Utah Administrative Rule R317-1-2 under 2.2.A requires a "Body Politic" which is the Town to "sponsor" the Sewer System for this Project under the direction of the Department and as such applies under Utah law.

WHEREAS, Developer and Town seek this Agreement to outline the duties and obligations related to the management and operation of the Sewer System to be performed by the Developer.

NOW, THEREFORE, it is hereby agreed by the Parties as follows:

1. **Town Responsibilities.** Following the execution of this Agreement, the Town shall be responsible to provide for the oversight and supervision of the Sewer

System of the Project. The Town may employ third-party professionals and paid for by the Developer, as determined in the Town's sole and reasonable discretion.

The rights and duties of the Town relating to the Sewer System and to the Developer'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.

2. **Maintenance**. It is anticipated at this time that the ownership, control, and maintenance of the Sewer System in all aspects, including, but not limited to: the collection, treatment, and disposal systems shall be vested in the Developer in perpetuity. Lateral lines along with maintenance and operation of the same are also the sole responsibility of the Developer in perpetuity.
3. **Easement**. The Town shall enjoy an easement on the Property in order to: conduct inspections, ingress, egress, enforcement, construction, replacement, repair and any other related Sewer System needs and/or compliance with applicable law.
4. **Developer Requirements**. The Developer agrees to be bound by the reasonable requirements which the Town shall make to the Developer in connection with this Agreement for the Town to act as the Body Politic for this Sewer System. Any cost of inspection, enforcement, maintenance, upgrade, repair, replacement, and/or operation of the Sewer System which is reasonably required by the Town in its capacity as Body Politic over this system shall be borne solely by the Developer. The Town shall have no financial responsibility relating to the Sewer

System. However, the Town may conduct routine inspections and enforcement (collectively, the "*Town Inspections*"). Town Inspections shall generally occur annually, unless additional inspection are needed as reasonably determined by the Town. The Developer shall reimburse the Town for the actual cost of its annual inspection(s). If the Town imposes reasonable requirements upon the Developer, and the Developer fails to comply or implement such, 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 Developer and to take any other action permitted by law to recover said costs along with any attorneys' fees and/or court costs. The Developer is responsible to reimburse the Town based upon the actual costs incurred by the Town as evidenced by documentation supporting the actual costs.

5. **Future Sewer Service.** Upon request from Town officials, the Developer hereby consents to the Sewer System be annexed in or connected to a future municipal connection or to a special district providing sewer service, or other body politic. If and when at any time in the future the <sup>leach</sup>leechfield, drainfield, or such other similar and appropriate term is bypassed or no longer used, this Agreement shall automatically terminate without the need of any additional instrument evidencing such termination.

6. **Health Department and Exclusivity.** The Weber-Morgan Health Department has approved this Agreement in accordance with Exhibit "B" attached hereto and incorporated herein by this reference. The Parties expressly acknowledge that the Sewer System contemplated herein ~~as has been designed and approved by the~~

Weber--Morgan Health Department is exclusively for the use of the Developer on the Property along with its buyers, assignees, transferees, owners, guests, invitees, and other similar third-parties and shall remain as such in perpetuity. This Agreement does not apply to any other property not identified in this Agreement.

7. **Ownership.** The Sewer System was designed to accommodate the connections on the Property and shall not include any additional connection outside the Property.
8. **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.
9. **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.
10. **Amendment.** No subsequent amendment or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by each Party.
11. **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.

12. **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 any Closing.
13. **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.
14. **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. This Agreement may be recorded at any After Execution time by either party at the Weber County Recorder's Office.
15. **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.

16. **Heading**. The headings and 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.
17. **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.
18. **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 and does execute this Agreement in their authorized capacity.

[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 \_\_\_\_\_, 2024 (the "Effective Date").

**TOWN:**

HUNTSVILLE TOWN

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

**ATTEST:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Town Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Town Attorney

STATE OF UTAH            )  
                                      §  
COUNTY OF WEBER        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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 Maintenance 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)

(Seal)

[Developer signature and acknowledgement pages follow.]

**DEVELOPER:**

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

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

Title: Authorized Agent

STATE OF UTAH )

§

COUNTY OF WEBER )

On the \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that they are the Authorized Representative of Developer, and that the within and foregoing instrument was signed on behalf of said Developer with proper authority and duly acknowledged to me that they executed the same.

\_\_\_\_\_  
(Notary Signature)

(Seal)



**Exhibit A**  
**Legal Description for the Property**

Parcel #: **241200005**

PART OF LOT 3, HUNTSVILLE TOWN PARK SUBDIVISION, HUNTSVILLE CITY, WEBER COUNTY, UTAH, DESCRIBED AS FOLLOWS: A PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 3 HUNTSVILLE TOWN PARK SUBDIVISION, SAID POINT BEING NORTH 12°24' WEST 49.50 FEET AND SOUTH 88°49'18" WEST 369.50 FEET FROM THE CENTERLINE INTERSECTION MONUMENT AT 200 SOUTH AND 7500 EAST STREET AS SET BY THE WEBER COUNTY SURVEYORS IN 2001; AND RUNNING THENCE SOUTH 88°49'18" WEST 207.92 FEET; THENCE [NORTH 01°13'18" 126.14 FEET; THENCE NORTH 88°49'18" EAST 207.92 FEET; THENCE SOUTH 01°13'18" EAST 126.14 FEET TO THE POINT OF BEGINNING. CONTAINS .060 ACRES. [NOTE: THE DESCRIPTION USED IN E# 2864370 IS MISSING A CALL IN THE BRACKETED INFORMATION SHOWN ABOVE.] [NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAIN AN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WAS CALCULATED BY THE RECORDERS OFFICE FOR TAX PURPOSES.] RECORDER NOTE/ ACREAGE LISTED SHOULD BE .60

Parcel #: **241670011**

ALL OF THE COMMON AREA, NORTH ARROW LOFTS, A UTAH CONDOMINIUM PROJECT, WEBER COUNTY, UTAH.

Parcel #: ~~**241200004**~~

~~PART OF LOT 3, HUNTSVILLE TOWN PARK SUBDIVISION, RECORDED UNDER ENTRY NUMBER 2646448, BOOK 74, PAGE 36, ON JULY 19<sup>TH</sup>, 2013, IN THE WEBER COUNTY RECORDERS OFFICE. BEING A PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, HUNTSVILLE TOWN WEBER COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:~~

~~BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 3, LOCATED NORTH 0°12'24" WEST 175.64 FEET ALONG THE CALCULATED CENTERLINE OF 7500 EAST STREET AND SOUTH 88°49'18" WEST 369.59 FEET (369.59 FEET BY RECORD) FROM THE STREET MONUMENT FOUND AT THE INTERSECTION OF 200 SOUTH STREET AND 7500 EAST STREET, AS SET BY THE WEBER COUNTY SURVEYORS IN 2001; RUNNING THENCE SOUTH 88°49'18" WEST 207.92 FEET TO THE WEST LINE OF SAID LOT 3, ALSO BEGIN A POINT ON THE EAST RIGHT-OF-WAY LINE OF 7400 EAST STREET; THENCE NORTH 01°13'18" WEST 81.80 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE NORTH 88°49'22" EAST 207.92 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 01°13'18" EAST 81.80 FEET TO THE POINT OF BEGINNING CONTAINING 17,008 SQUARE FEET OR 0.390 ACRES MORE OR LESS AND 1 LOT.~~

*doesn't exist*

On Aug 9, 2024, at 11:18AM, Dakota Hyde <dakota@bonnieandhyde.com> wrote:

Hello Mayor Sorensen,

As we grow near to breaking ground on our North Arrow project for Compass Rose Lodge, Summer Day informed us of a challenge with our septic system. The issue is not the capacity of additional wastewater flow that will be generated by North Arrow Lofts as the system was originally designed to handle the additional capacity.

The issue is that the system is shared between Compass Rose lodge and North Arrow condominiums and crosses the property line between the two entities. It had not been brought to our attention earlier that this would be an issue. Summer informed us that one of the solutions is to seek sponsorship of a body politic such as Huntsville Town. After considering the options presented to our team, we have concluded working with Huntsville Town for sponsorship would be the easiest solution.

We brought this issue to Shannon's attention. She informed us that the Sage development suffered a similar issue and Huntsville Town worked with developers to establish body politic sponsorship for them. Shannon also said the next Huntsville Town Council meeting is on September 5th. We would like to humbly request Huntsville Town consider sponsorship as a body politic for the Compass Rose Lodge / North Arrow Lofts wastewater system and to be on the coming town council meeting agenda.

Please find Summer Day's letter regarding the issue attached. Let us know what information you may need from our end. This is the final item for which we need approval to break ground and build.

Kind Regards,  
Dakota and Jeff

--

**Dakota Hyde**

**c: 801.725.9391**

**Rossignol Apparel | Dale of Norway | Hot Chillys | Polarmax**

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August 7, 2024

Jeff Hyde  
5778 E Elkhorn Drive  
Eden, UT 84310

Project: Weber-Morgan Health Department Subdivision Review  
North Arrow Lofts  
Parcel #24-167-0001-0011 (1-11) & 24-120-0005  
Soil log 13826

**RE: North Arrow Loft Subdivision and North Arrow Loft Onsite Wastewater Treatment System Availability**

A formal review of the **North Arrow Loft Project** has been completed by this office. The following are items of concern which do not meet the verbiage or intent of the Utah Administrative Code (UAC) R317-4 and/or the Weber-Morgan Health Department Onsite Wastewater Treatment System Regulation.

The significant issue identified in the review is not the additional wastewater flow that will be generated by the North Arrow Lofts. This flow was reviewed and found to be within the design perimeter of the installed system. The letter dated May 18, 2022, detailing this can be found enclosed with this letter. The permitting issue is that after installation of the system the property was subdivided. This subdivision occurred without the oversight or approval of the Weber-Morgan Health Department. The pertinent sections of the Utah Administrative Code (UAC) are included below:

*UAC R317-4-2 Definition*

"Condominium" means the ownership of a single unit in a multi-unit project together with an undivided interest in common, in the common areas and facilities of the property.

"Onsite wastewater system" means an underground wastewater dispersal system that is designed for a capacity of 5,000 gallons per day or less and is not designed to serve multiple dwelling units that are owned by separate owners except condominiums. It usually consists of a building sewer, a septic tank and an absorption system.

*UAC R317-4-3.14. Multiple Dwelling Units.*

Multiple dwelling units under individual ownership, except condominiums, **may not be served by a single onsite wastewater system except** where that system is under the sponsorship of a body politic. Plans and specifications for such systems shall be submitted to and approved by the division. Issuance of a construction permit by the board (Utah Water Quality Board) shall constitute approval of plans and authorization for construction. Before the permit is issued, the division (Utah Division of Water Quality) shall review plans with the local health department (Weber-Morgan Health Department) having jurisdiction over the proposed onsite wastewater system.

There are two possible solutions, so that a building permit may be requested based on sanitary sewer availability.

- 1) The lots may be combined into a single parcel
- 2) Alternatively, you may work through the process find a body politic i.e. Huntsville Town, or a sewer district to sponsor the system and gain approval from the Utah Division of Water Quality and our office.

Please reach out to our office once you have considered your options and let us know the option you want to pursue. This review does not forego other items of concern that may come to the department's attention during additional reviews or during construction improvements.

Sincerely,

Summer Day, LEHS III  
Environmental Health Division

Cc: Huntsville Town

Enclosure: May 18,2022 North Arrow Wastewater Flow review

**HUNTSVILLE TOWN  
RESOLUTION 2024-09-05  
AGREEMENT FOR WATER SYTEM CONTRACTOR**

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ENTERING AN  
INTERLOCAL AGREEMENT BETWEEN THOM SUMMERS & SONS  
EXCAVATION AND HUNTSVILLE TOWN FOR WATER SYSTEM  
CONTRACTOR SERVICES**

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

*u*

**WHEREAS**, the Town operates a water system and has need for contractor and excavator services to support said water system;

**WHEREAS**, the Town has currently contracts with Thom Summers & Sons Excavating and desires to continue;

**WHEREAS**, the Town and Thom Summers & Sons Excavating have negotiated the attached updated Independent Contract Agreement (hereafter "Agreement") for excavation and contractor served for the water system;

**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 for the purposes contained therein. The Town Council hereby authorizes and directs the Mayor to execute the Agreement and any documents relating thereto for and on behalf of the Town.

PASSED AND ADOPTED by the Town Council this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

**INDEPENDENT CONTRACTOR AGREEMENT**

**THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_**

**BETWEEN:**

Huntsville Town, Inc of 7381 E 200 S, Huntsville, UT 84317, USA  
(the "Client")

- AND -

Thom Summers & Sons Excavating of 6212 E 2100 N, Eden, UT 84310, USA  
(the "Contractor").

**BACKGROUND:**

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:

- For the retainer rate of \$1500/month:

1) Perform as the distribution system (from the water plant to the individual residences/businesses) DRC , including routine repairs, prevent maintenance, and being on a 24-hour call basis for emergency repairs of the culinary water distribution system e.g., leaks, accidental breaks, etc. An emergency phone number will be placed on the Town website. This

## Attachment A

task covers responding to routine and emergency distribution system issues and assessing the needed remediation effort. Once the effort required is determined, work will be on a time and materials basis. In routine situations, coordinate the repair with the Water System Maintenance Supervisor prior to commencing work. For preventive maintenance, coordinate a schedule with the Town for distribution system checking, testing, maintaining tasks.

- 2) Perform connections from the main line to a meter set following approved Town standards. Cost of installation will be set by Town ordinance, and be charged to the user.
- 3) If requested by a user, install a connection from the meter set to the residence/building. Cost of installation will be charged to the user.
- 4) Conduct water infrastructure inspections of new construction that is permitted by Huntsville Town.
- 5) Participate in conducting the Cross Connection Program in compliance with State requirements.
- 6) If requested, Blue Staking will be conducted at a rate of \$60/hour and GPS reading (one person and machine) will be conducted at a rate of \$75/hour.
- 7) Participate in periodic water committee status meetings and report on tasks performed since the previous meeting.

The retainer, Blue Staking, GPS reading, and repairs will be billed at the end of every month.

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

### Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide at least 30 days' notice to the other Party.
5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

## Attachment A

6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

### Performance

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### Currency

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

### Compensation

10. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor as follows:
  - Monthly retainer for services at a rate of \$1500 per month
    - Blue Staking at a rate of \$60 per hour
    - GPS reading at a rate of \$75 per hour
    - Overtime will apply in non regular hours
    - Repairs and materials paid at a separate rate.
11. The Client is tax-exempt and will not be charged any taxes.

### Confidentiality

Confidential information (the "Confidential Information") refers to any data or information relating to the Contractor that is classified by the Client at "protected" and Client records under this Agreement are subject to the Utah Government Recorder Management Act (GRAMA).

### Ownership of Materials and Intellectual Property

12. All intellectual property and related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.



## Attachment A

13. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

### Return of Property

14. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

### Capacity/Independent Contractor

15. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership, employment, or joint venture between them, and is exclusively a contract for service.

### Notice

16. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- a. Huntsville Town, Inc  
7381 E 200 S, Huntsville, UT 84317, USA

- b. Thom Summers & Sons Excavating  
6212 E 2100 N, Eden, UT 84310, USA

or to such other address as any Party may from time to time notify the other.

### Indemnification

17. The Contractor shall indemnify, defend, and hold the Client and its officers, employees, agents, affiliates, assigns, and volunteers harmless for Contractor's performance under this Agreement. The Client shall indemnify, defend, and hold the Contractor harmless for Client's performance under this Agreement. This indemnification will survive the termination of this Agreement.

## Attachment A

### Insurance

18. The Contractor is required to maintain general liability insurance including coverage for bodily injury, property damage, and otherwise at a level that would be considered reasonable in the industry of the Contractor based on the risk associated with the characteristics of this Agreement and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of this Agreement. The Contractor shall name the Client as an additional insured on general liability insurance policies.

### Legal Expenses

19. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

### Modification of Agreement

20. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

### Extension

21. This Agreement may be extended by the Parties, and no provided of this Agreement may be deemed to operate as a waiver of any provision.

### Assignment

22. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

### Entire Agreement

23. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

### Enurement

Attachment A

24. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

25. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

26. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

27. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Utah, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

28. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

29. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Attachment A

Huntsville Town, Inc

\_\_\_\_\_  
ATTEST: \_\_\_\_\_

Mayor: \_\_\_\_\_

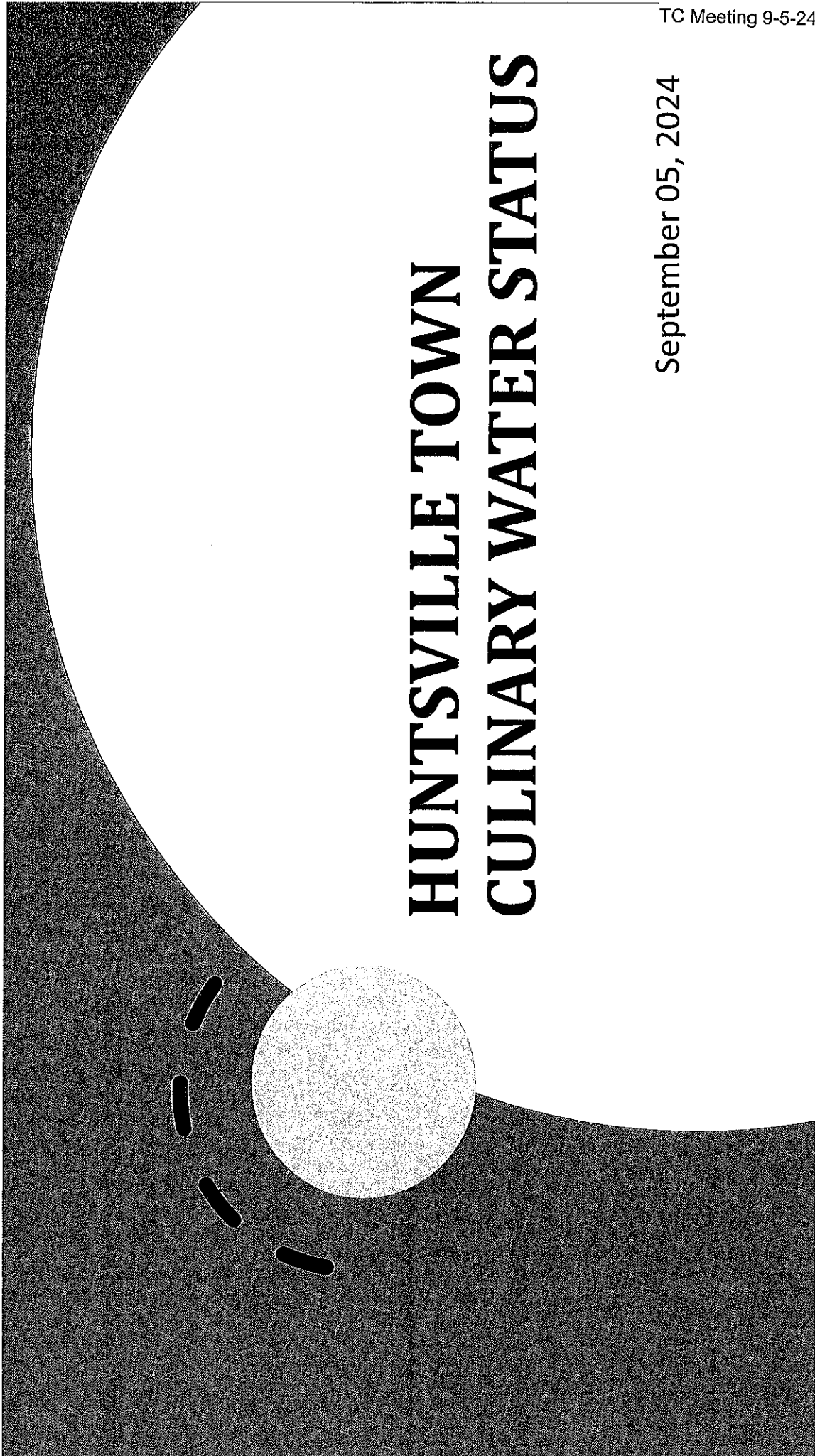
Thom Summers & Sons Excavating

\_\_\_\_\_  
WITNESS: \_\_\_\_\_

Per: \_\_\_\_\_ (Seal)

# HUNTSVILLE TOWN CULINARY WATER STATUS

September 05, 2024



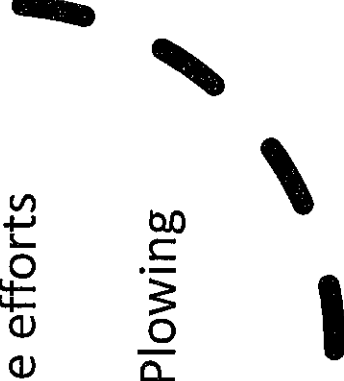
# Upcoming Concern!

- Loss of Gary Probasco, Dave Messerly, and Mack DeVries
- Immediate action: Conduct an undercover attempt to subvert the sale of Gary's house
  - Start rumors that it's haunted
  - Condemn it on grounds of uninhabitable except for current residents
  - Other Options?



**Current FY25 Tasks  
that Gary/Dave are  
Eminently Involved  
In**

- Maintaining the frequent leaks in the system
- Supporting the distribution system GIS mapping
- Supporting the lead/copper inventory
- Determining a routine maintenance schedule for Thom Summers and supporting the conduct of the maintenance efforts
- Different kind of water - Snow Plowing



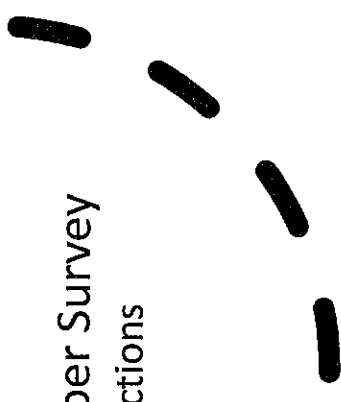
## Keeping the Water System Running

- Critical to capture as much of their system knowledge before they're gone
- Start a transition program to document:
  - Routine maintenance processes
  - System 'idiosyncrasies' and notating the map with comments (e.g., this valve has been troublesome in the past, etc.)
  - Finding and mentoring replacement(s)
- Biggest concern: complete system mapping
  - Propose hiring JUB to help
    - They did majority of current mapping so would be the most efficient and probably cheapest



## Upcoming Expenditures

- Motion lighting installation: approx. \$800
- Software upgrades to improve plant reliability/resiliency: approx. \$4,530
- Repairing the chlorine scales: approx. \$2,000
- Backflow meter replacement: \$783
- JUB system mapping: Unknown yet, in the \$1,000s
- Manpower support for the Lead/Copper Survey
  - Current responses equal ~ 30% of connections
  - Galvanized >33, <56
  - Lots of work ahead!



# Potential Change to Current Fee Schedule

Late Fee –10% (up to a maximum of \$20) per month  
of the total bill

Water Fees for Construction or Companies - ~~\$25~~<sup>\$20</sup>  
administration fee, \$50 per 1,000 gallons and ~~\$25~~  
for each additional ~~1,000~~ gallons—





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# PROPOSAL

---

## SERVLINE UTILITIES PROTECTION

*We pay for high water bills caused by customer leaks*

HOMESERVE USA  
7134 Lee Highway, Chattanooga, TN 37421  
1 (866) 974-4801, info@servline.com, www.servline.com

Prepared For

### TOWN OF HUNTSVILLE

7381 East 200 South  
Huntsville, UT 84317

Proposal Issued: October 27, 2023

Proposal Valid:  
30 Days from Issue Date

*This proposal shows the premiums for the general coverage described, but in no way changes or affects any terms, conditions or exclusions of policies as actually issued. Premiums shown are based on information furnished to the company. Insurance for the ServLine program is issued to utilities and placed through HomeServe Insurance Agency Corp., a licensed insurance agency. ServLine is a registered trademark.*

# PROGRAM COMPARISON SIDE BY SIDE – LAP & LPP

## COMPARISON TERMS

- LAP: Leak Adjustment Policy
- LPP: Leak Protection Program
- Frequency: Determined by the number of times an adjustment can be filed in a given time
- Qualifications: Determined by whether or not there is a limit that must be met prior to allowing for an adjustment
- Benefits are reflective of your current Leak Adjustment Policy & data
- Benefits are determined by how customer leaks are being adjusted. Unprovided benefits will not be covered

### TOWN OF HUNTSVILLE - CURRENT LAP

### SERVLIN LEAK PROTECTION PROGRAM (LPP)

#### BENEFIT FREQUENCY

No Written Leak Adjustment Policy  
No Billing Cycle Frequency Stated

#### BENEFIT FREQUENCY

1 Occurrence/ 12-month  
2 Consecutive billing cycles allowed per occurrence  
*Ex. 1 billing cycle (month bill), 2 billing cycles (months)*

#### BENEFIT QUALIFIER

No Written Leak Adjustment Policy

#### BENEFIT QUALIFIER

2X Average Bill

#### ADDITIONAL COVERED BENEFITS

No Benefit Exceptions

#### ADDITIONAL COVERED BENEFITS

Dripping/ Leaking Faucets  
Running Toilets/ Commodes  
Water Heaters



# PROPOSED SAMPLE LEAK PROTECTION PROGRAM POLICY (LPP)

## TOWN OF HUNTSVILLE

### PROPOSED SAMPLE LEAK PROTECTION PROGRAM POLICY

Town of Huntsville is changing our Leak Adjustment Policy effective DATE 1, 2023.  
The following are qualifications for leak adjustments for the Town of Huntsville:

1. It is the customer's responsibility to keep his plumbing system in good working order.
2. No customer shall receive more than one (1) leak adjustment that could incorporate a maximum of two (2) billing cycles during any twelve (12) month period.
3. To qualify for a leak adjustment, the eligible plumbing leak must generate a minimum additional charge of at least two (2) times the average of the past twelve (12) months' bills.
4. Adjustments on water bills will NOT be made on the following:
  - a. Residential Customers who do not have their own water meter.
  - b. Commercial or Industrial Customers.
  - c. Premises left or abandoned without reasonable care for the plumbing system.
  - d. Leaks on irrigation systems or irrigation lines, leaks in water features such as fountains, etc., leaks on any water lines coming off the primary water service line, plumbing leaks in any structure other than the primary residence.
  - e. Negligent acts such as leaving water running.
  - f. Excess water charges not directly resulting from a qualifying plumbing leak.
  - g. Filling of swimming pools or leaks in swimming pools.
  - h. Watering of lawns or gardens.
  - i. *Master-metered multi-habitational accounts. (OPTIONAL)*
5. In the event of a qualifying leak adjustment, the customer will be responsible for paying their average bill. The average bill will be calculated using the previous twelve (12) months' bills, excluding the high bills pertaining to the qualifying leak. The leak adjustment amount will be reimbursed up to Town of Huntsville's chosen protection limit less the customer's average bill.
6. The Town of Huntsville shall not be obligated to make adjustments of any bills not submitted for adjustment within ninety (90) days from the billing date.
7. Customers must present proof that a leak has been repaired before an adjustment will be made. (i.e. copy of invoice for materials or bill from plumber)
8. In any case where a customer might incur a leak before there is three (3) months of average usage, an adjustment will not be made until they have established three (3) months of average usage.
9. Any enrolled customer may decline to participate in our ServLine Leak Protection Program by calling Phone Number. Any customer declining to participate in the program will be responsible for the full amount of their water bill with no adjustments being made. Our new Town of Huntsville ServLine Program is the only way qualifying leak adjustments will be made for leaks occurring after DATE 1, 2023.





## Re: ServLine

BRENDA SPENCER <brenda\_spencer@att.net>

Wed 7/24/2024 9:28 AM

To: Shannon Smith <:ssmith@huntsvilleutah.gov>

1. Did you give your customers the opportunity to opt-out? BCRWD IS A SMALL SYSTEM HAS 103 MEMBERS. THE DISTRICT PAYS THE INSURANCE IN LIEU OF LEAK ADJUSTMENTS.
2. Do your customers find it easy to report claims and get paid? YES, WHEN A CUSTOMER HAS A LEAK, THEY CALL THE NUMBER ON THE BROCHURE, SERVLIN WILL CONTACT ME FOR USAGE HISTORY. AFTER SERVLIN VERIFIES THE LEAK THEY MAIL A CHECK TO OUR OFFICE TO APPLY TO THE BILL. A CHURCH CAMP ON OUR SYSTEM HAD A LEAK UNDER THE CEMENT SLAB. BILL WAS OVER \$5,000 SERVLIN MAX TO PAY WAS \$2,500 which was paid in a timely manner.
- 3.
4. How has your experience been working with them in general?
5. good, I send the report end of each month and they draft payment from our account. We have been with them since April, 2022 we have 100 residents and 3 commercial accounts, our account rep is Karen Brady

hope this helps  
Brenda Spencer.

On Tuesday, July 23, 2024 at 07:15:34 PM CDT, Shannon Smith <:ssmith@huntsvilleutah.gov> wrote:

Hello Brenda,

I have been speaking with a Dennis Lyon about a Water Leak program he offers through ServLine. We are also a smaller Town, with a smaller customer base. I am interested in your experience working with them. And if you have a minute to answer my questions I would really appreciate it!

1. Did you give your customers the opportunity to opt-out?
2. Do your customers find it easy to report claims and get paid?
3. How has your experience been working with them in general?

## Re: ServLine questions

Carl Newburg <cnjena@gmail.com>

Wed 7/24/2024 5:05 AM

To: Shannon Smith <ssmith@huntsvilleutah.gov>

Yes when we first started we gave our customers the option to opt out of the program. Only a few did. I do the bookkeeping for three water systems and all three use ServLine. One thing that really helped was it took the burden off the Board of Directors in having their friends and neighbors that had an unexpected high water bill from calling them asking for help with their high water bill. As for customers filing claims I have never had a customer complain about how they were treated when calling in a claim. You need to make it plain to your customers that the coverage is from their side of the meter thru their house which included leaks such as commodes leaking, supply lines breaking to sinks, etc but not lines going out to barns, gardens, swimming pools etc. Normally as soon as a customer files a claim ServLine emails me a notice of the claim and request a 12 month billing history so they can calculate the customer's average bill which I will create in Excel and email back to them. Within 24 hours I will get another email stating whether the claim was approved and the amount that was approved or if for reasons above their claim was denied. I then in turn make a payment to the customer's account for the amount approved. At the end of each month ServLine deposits the total amount approved into that water system's bank account. As you can probably tell I and the Boards have been very satisfied with ServLine. I don't know if in your area you would be working with the same people at ServLine but if I have a question I call a lady, Karen Brady, that is very easy to work with. As by now I'm sure you can tell we have been very pleased with ServLine. Hope this helps.

Carl Newburg  
C & N Computer Services

On Tue, Jul 23, 2024 at 7:18PM Shannon Smith <[ssmith@huntsvilleutah.gov](mailto:ssmith@huntsvilleutah.gov)> wrote:

Hello Carl,

I have been speaking with a Dennis Lyon about a Water Leak program he offers through ServLine. We are also a smaller Town, with a smaller customer base. I am interested in your experience working with them. And if you have a minute to answer my questions I would really appreciate it!

- 1) Did you give your customers the opportunity to opt-out?
- 2) Do your customers find it easy to report claims and get paid?
- 3) How has your experience been working with them in general?

I appreciate any advice you can offer. Thank you for your time.



## Re: ServLine Questions

Kristi Fliss <everlycityclerk@gmail.com>

Wed 7/24/2024 10:24 AM

To: Shannon Smith <ssmith@huntsvilleutah.gov>

Hi Shannon!

Hi Shannon! Yes, we allow customers to opt out of the water leak insurance. I have not heard any complaints about reporting claims and getting paid. I usually get an email from ServLine requesting information on the same day that a customer reports a claim. Their response time is impressive, and my experience working with them has been great! They responded quickly, and I haven't gotten any complaints from our citizens! When a new customer signs up for our services, I include the ServLine information in their welcome packets and briefly go over the process. Our customers have been very grateful that we offer ServLine!

If you have any other questions, please let me know!

**Kristi Fliss, IaCMC**

City Clerk

City of Everly

Phone: (712) 834-2691

Fax: (712) 403-0533

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On Tue, Jul 23, 2024 at 7:17 PM Shannon Smith <[ssmith@huntsvilleutah.gov](mailto:ssmith@huntsvilleutah.gov)> wrote:

Hello Kristie

I have been speaking with a Dennis Lyon about a Water Leak program he offers through ServLine. We are also a smaller Town, with a smaller customer base. I am interested in your experience working with them. And if you have a minute to answer my questions I would really appreciate it!

- 1) Did you give your customers the opportunity to opt-out?
- 2) Do your customers find it easy to report claims and get paid?
- 3) How has your experience been working with them in general?

Fwd: Engine Break Restrictions

Richard Sorensen <rsorensen@huntsvilleutah.gov>

Tue 9/3/2024 5:10 PM

To: Nikki Wolthuis <nwolthuis@huntsvilleutah.gov>

Nikki,

Please add "Discussion and approval for the purchase and install of Engine Brake signs" to the agenda.

**Best Regards,**



**Richard L. Sorensen**  
Mayor  
The Town of Huntsville

- ✉ mayor@HuntsvilleTown.com
- ☎ 801-745-3420
- 📞 801-791-7004
- 📍 PO Box 267 Huntsville, Utah 84317  
7381 E 200 S Huntsville, Utah 84317
- 🌐 HuntsvilleTown.com



The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

Begin forwarded message:

**From:** Carrie Jacobson <cjacobson@utah.gov>  
**Date:** September 4, 2024 at 6:38:14 AM GMT+9  
**To:** Richard Sorensen <rsorensen@huntsvilleutah.gov>  
**Subject:** Fwd: Engine Break Restrictions

Mayor Sorensen,

Since the distance is less than two miles and does not have any major intersections, I think that only two signs will be needed. The last time we checked, the cost was about \$1500 per sign plus the labor costs. I'm not sure if the sign cost is more or what the labor cost is, but at least \$4000 total, is probably a good starting estimate. If you want the exact cost estimate, let me know, and I'll have someone put it together.

Carrie



**Carrie Jacobson, P.E.**  
*Traffic Operations Engineer*  
 Utah Department of Transportation  
 166 West Southwell • Ogden, UT 84404  
 office: (801) 620-1673 • cell: (801) 514-0018  
 email: [cjacobson@utah.gov](mailto:cjacobson@utah.gov)

**HUNTSVILLE TOWN  
RESOLUTION 2024-08-29**

**INTERLOCAL AGREEMENT FOR SNOW REMOVAL**

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ENTERING AN  
INTERLOCAL AGREEMENT BETWEEN WEBER COUNTY AND  
HUNTSVILLE TOWN FOR SNOW REMOVAL**

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

**WHEREAS**, the Utah Interlocal Cooperation Act, Title 11, Chapter 3, Utah Code Annotated, 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources;

**WHEREAS**, Title 11, Chapter 13, Section 5 of the Utah Code Annotated, 1953 as amended, provides that governing bodies of governmental units adopt resolutions approving an interlocal agreement before such agreements may become effective;

**WHEREAS**, the Town desires to enter the attached Interlocal Agreement (hereafter “Agreement”) with Weber County as forth in Exhibit “A” incorporated herein by this reference;

**WHEREAS**, the Town and Weber County hereby finds mutual benefit under this Agreement;

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

PASSED AND ADOPTED by the Town Council this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

Exhibit A

**AGREEMENT BETWEEN WEBER COUNTY AND HUNTSVILLE TOWN FOR SNOW  
PLOWING SERVICES ON 500 SOUTH**

This agreement is entered into between WEBER COUNTY (“County”), a political subdivision of the State of Utah, located at 2380 Washington Blvd., Ogden, Utah, 84401, and HUNTSVILLE TOWN (“Huntsville”), a political subdivision of the State of Utah, located at 7381 E. 200 S., P.O. Box 267, Huntsville, Utah, 84317. The agreement shall take effect as soon as both parties have signed it.

**RECITALS**

1. A portion of 500 South Street east of State Route 39 has been within Huntsville’s boundaries, and an additional portion of that road was recently annexed into Huntsville.
2. The County is responsible for snow removal on 500 South in unincorporated portions of the County east of State Route 39.
3. The County is willing to continue to plow snow from 500 South east of State Route 39, including the parts of that road within Huntsville, in exchange for Huntsville providing the County with one new snow plow blade each year.

*^ wear plate*

NOW THEREFORE, the Contractor and the County agree as follows:

**AGREEMENT**

**1. WORK TO BE PERFORMED BY THE COUNTY**

- a. The County will perform the following services (the “Work”):
  - i. The County will plow snow from 500 South east of State Route 39, in accordance with its snow plowing practices for nearby parts of the Ogden Valley.
- b. In performing the required Work, the County shall follow practices consistent with acceptable standards for work of this nature.
- c. The County may subcontract the Work at its sole option.

**2. TERM OF AGREEMENT**

- a. Unless terminated earlier as provided herein, this agreement shall remain in effect until the earlier of:
  - i. September 30, 2034; or
  - ii. The date when operation and maintenance of any additional portion of 500 South east of State Route 39 becomes the responsibility of a jurisdiction other than the County, due to annexation, incorporation, or any other reason.

### 3. TIME SCHEDULE

- a. The County is solely responsible for determining when the Work will be done. The Work will generally be done at the same time, and to the same extent, as snow plowing on the adjacent portions of 500 South.
- b. The County will not be liable to Huntsville for damages due to delay or failure to perform the Work at any particular time.

### 4. COMPENSATION

- a. In consideration for the County's performance of the Work, Huntsville shall provide one snow <sup>wear plate</sup> plow blade, meeting the County's standard specifications for blades used on the equipment that regularly plows 500 South, on or before September 30 of each calendar year, starting in 2024.

### 5. DEFAULT AND REMEDIES

- a. If either party defaults on its obligations under this agreement, the non-defaulting party may terminate the agreement for cause, by delivering to the other party a notice of termination explaining the reason for the termination and its effective date.
- b. In the event of disputes that cannot be resolved informally, the parties may agree on any desired dispute resolution procedure. If they are unable to agree on an alternative dispute resolution procedure, either party may initiate litigation. In any litigation or other dispute resolution proceeding, each party shall be responsible for its own attorneys' fees, expert witness fees, and other expenses incurred in such litigation or proceeding.
- c. This agreement shall be governed by the laws of the state of Utah. Venue for any legal action shall be in the state or federal courts covering Weber County, Utah.

### 6. TERMINATION

- a. In addition to each party's right to terminate the agreement for cause, each party shall have the right to terminate this agreement at any time, for any reason or no reason, by giving 90 days' written notice of termination.

### 7. MISCELLANEOUS

- a. Huntsville and the County are governmental entities covered by the Utah Governmental Immunity Act (Utah Code Ann. § 63G-7-101, et seq.) (the "Act"). Consistent with the terms of the Act, the parties agree that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Act, nor does any party waive any limits of liability currently provided by the Act.

- b. This agreement supersedes all previous agreements, both oral and written, between the County and the Contractor relating to the subject matter hereof.
- c. All changes to this agreement shall be set forth in writing, signed by all parties.
- d. Notice
  - i. Any notice required or desired to be given pursuant to this agreement shall be in writing and shall be either (1) delivered personally to the party's primary contact; (2) delivered electronically, with confirmed receipt, to the party's primary contact; or (3) mailed to the party's representative. The following contact information shall be used, unless a party notifies the other party of a change in representative or contact information:

Sean Wilkinson  
 Community Development Director  
 2380 Washington Blvd., Ste. 250  
 Ogden, UT 84401  
[swilkinson@webercountyutah.gov](mailto:swilkinson@webercountyutah.gov)

Nikki Wolthuis  
 Huntsville Town Clerk  
 PO Box 267  
 Huntsville, Utah 84317  
[clerk@huntsvilleutah.gov](mailto:clerk@huntsvilleutah.gov)

- ii. Notice shall be effective upon delivery, if receipt is confirmed. If notice is properly mailed and receipt is not confirmed, notice shall be effective three business days after the date of mailing.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized representatives:

HUNTSVILLE TOWN

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)ss.

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me,  
(notary name) \_\_\_\_\_, a notary public, personally appeared  
(signer name) \_\_\_\_\_, proved on the basis of satisfactory  
evidence to be the person whose name is subscribed to this instrument, and acknowledged that he  
or she executed the same.

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

Notary seal:

---

WEBER COUNTY

\_\_\_\_\_  
Chair, Board of County Commissioners

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Weber County Clerk/Auditor

Date: \_\_\_\_\_

On Feb 9, 2024, at 11:19 AM, Richard Sorensen <rsorensen@huntsvilletown.com> wrote:

Good news. The county has agreed to split the short section of 500 south associated with the Bailey annexation. They also have given us some initial numbers for an intermodal agreement to plow and maintain the road.

Bruce and I met with Sean Wilkinson and Rick Grover this morning, and their offer seems very fair. Have a good weekend.

**Best Regards,**



**Richard L. Sorensen**  
Mayor  
The Town of Huntsville

✉ [mayor@HuntsvilleTown.com](mailto:mayor@HuntsvilleTown.com)  
☎ 801-745-3420  
📞 801-791-7004  
📍 PO Box 267 Huntsville, Utah 84317  
7381 E 200 S Huntsville, Utah 84317  
🌐 [HuntsvilleTown.com](http://HuntsvilleTown.com)



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Begin forwarded message:

**From:** "Wilkinson, Sean" <swilkinson@webercountyutah.gov>  
**Date:** February 8, 2024 at 5:52:34 PM MST  
**To:** Richard Sorensen <rsorensen@huntsvilletown.com>, "Collier, Steve" <scollier@webercountyutah.gov>  
**Cc:** "Froerer, Gage" <gfroerer@webercountyutah.gov>, "Myers, Gary" <gmyers@webercountyutah.gov>, Bruce Ahlstrom <bahlstrom@huntsvilletown.com>, "Hadley, Joe" <jhadley@webercountyutah.gov>, "Rahimzadegan, Bahram" <brahimzadegan@webercountyutah.gov>, "Curtis, Bridger" <bcurtis@webercountyutah.gov>, "Grover, Rick" <rgrover@webercountyutah.gov>, "Erickson, Courtlan" <cerickson@webercountyutah.gov>  
**Subject:** RE: Huntsville Annexation along 500 South Street

Mayor Sorenson,

After speaking with Commissioner Froerer and Steve this morning, we concluded that requiring Huntsville to annex all of 500 South adjacent to the proposed annexation boundary may not be the best path forward, especially if this is not something the Town Council supports. Our proposal is for Huntsville to annex half of the road area in question and for Weber County to retain the other half. I



know this will require one more change to the annexation plat, and I apologize for that inconvenience. We are happy to discuss this further, and our hope is that this provides a resolution that everyone can support.

I also spoke with Joe Hadley about the cost of road maintenance for an interlocal agreement. Where the section of 500 South owned by Huntsville is relatively small, and the County crosses it to perform its own maintenance, the agreement reflects these circumstances. Following are the proposed rates for the County's services in 2024. Rates will change on an annual basis depending on the cost of labor, fuel, and materials.

- Snow plowing: One plow blade change per winter season (October-April) One blade change currently costs \$1,370.
- Pothole patching: \$45.78 per hour plus the cost of asphalt used.
- 2" asphalt overlay: 33,000 sq ft @ \$1.10 per square foot = \$36,300 (every 20 – 30 years)
- Chip seal: 3,666 sq yds @ \$2.50 per square yard = \$9,167 (every 10 years)

Please contact me with any questions about the topics discussed above.

Sincerely,

Sean Wilkinson  
Director, Community Development Department  
Weber County  
2380 Washington Blvd. Suite 250 | Ogden UT | 84401  
E: [swilkinson@webercountyutah.gov](mailto:swilkinson@webercountyutah.gov) | P: 801.399-8765  
#WinninginWeber

**From:** Richard Sorensen <[rsorensen@huntsvilletown.com](mailto:rsorensen@huntsvilletown.com)>  
**Sent:** Wednesday, February 7, 2024 10:19 PM  
**To:** Collier, Steve <[scollier@webercountyutah.gov](mailto:scollier@webercountyutah.gov)>  
**Cc:** Froerer, Gage <[gfroerer@webercountyutah.gov](mailto:gfroerer@webercountyutah.gov)>; Myers, Gary <[gmyers@webercountyutah.gov](mailto:gmyers@webercountyutah.gov)>; Bruce Ahlstrom <[bahlstrom@huntsvilletown.com](mailto:bahlstrom@huntsvilletown.com)>; Hadley, Joe <[jhadley@webercountyutah.gov](mailto:jhadley@webercountyutah.gov)>; Wilkinson, Sean <[swilkinson@webercountyutah.gov](mailto:swilkinson@webercountyutah.gov)>; Rahimzadegan, Bahram <[brahimzadegan@webercountyutah.gov](mailto:brahimzadegan@webercountyutah.gov)>; Curtis, Bridger <[bcurtis@webercountyutah.gov](mailto:bcurtis@webercountyutah.gov)>; Grover, Rick <[rgrover@webercountyutah.gov](mailto:rgrover@webercountyutah.gov)>  
**Subject:** [EXTERNAL] Re: Huntsville Annexation along 500 South Street

**CAUTION:** This email originated from outside Weber County. Do not click links or open attachments unless you know the sender and are expecting the link or attachment. **Think Before You Click!**

Thanks Steve. It was a pleasure meeting with all of you.

We are considering an inter local agreement for road maintenance and plowing.

Just to recap our conversation, I believe Gage was going to ask for Joe's help in running some numbers for a potential inter local agreement.

I appreciate all everyone's help as we try to navigate this.

Best regards,



**Richard L. Sorensen**  
Mayor  
The Town of Huntsville

✉ [mayor@HuntsvilleTown.com](mailto:mayor@HuntsvilleTown.com)

☎ 801-745-3420

📞 801-791-7004

📍 PO Box 267 Huntsville, Utah 84317  
7381 E 200 S Huntsville, Utah 84317



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On Feb 6, 2024, at 5:34 PM, Collier, Steve <[scollier@webercountyutah.gov](mailto:scollier@webercountyutah.gov)> wrote:

All,

Mayor Sorenson of Huntsville visited the survey office today to discuss interactions he has had with the county on the Huntsville Annexation that fronts along the north line of 500 South Street. We provided some estimated measurements of asphalt width, taken from aerial imagery, with the length of the road from SR-39 to the east edge of the annexation, the estimated figures are below:

Asphalt along 500 South Street:

From SR-39 to the west edge of annexation = 1025.38 +/- feet per the annexation plat for Sage Subdivision.

The annexation length = 760.53 feet per attached annexation plat submittal.

Estimated asphalt width by aerial is 22 – 24 feet, calculations have held 24-foot width, which is also the asphalt width recommended by the county engineer.

$1025.38 + 760.53 = 1785.91$  feet in total length of road

$1785.91 \times 24 = 42,862$ , so approximately 43,000 square feet of asphalt from SR-39 to the east edge of the annexation.

Right of way along 500 South Street:

Near SR-39, within Section 18, 500 South Should be 66 feet wide, further to the east the road appears to be dedicated by use with in our opinion a 48' minimum width, which matches with right of way fences about 48 feet apart on average (see attached survey no. 6955 for details). For purposes of calculation I have used 66 feet in width.

$1785.91 \times 66 = 117,870$  square feet of right of way area approximately from SR-39 to the east edge of the annexation.

I have attached the 3 documents referenced: survey no. 6955, the proposed annexation plat, & the annexation plat for sage subdivision.

Thanks,

**Steve Collier P.L.S.**

Surveyor's Office

Office: (801) 399-8108

<image001.png>

Weber County Surveyor's Office

2380 Washington BLVD., Suite 370

Ogden, Utah 84401

**HUNTSVILLE TOWN  
RESOLUTION 2024-08-15  
SEX-BASED PRIVACY COMPLIANCE PLAN**

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ADOPTING A SEX-BASED PRIVACY COMPLIANCE PLAN AS REQUIRED BY STATE LAW; SEVERABILITY; REPEALER; EFFECTIVE DATE.**

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

**WHEREAS**, Utah Code §63G-3-304 requires the Town to adopt a Sex-Based Privacy Compliance Plan as an unfunded mandate;

**WHEREAS**, the Town desires to comply with State Law;

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

**Section 1. Adoption.** The Utah Legislature Mandated Sex-Based Privacy Space Compliance Plan attached in Exhibit "A" and incorporated herein by this reference is hereby adopted.

**Section 2. Repealer.** This Resolution and Policy is automatically repealed when the governing State Law herein is repealed.

**Section 3. Effective Date.** This Resolution shall be effective immediately upon adoption.

**PASSED AND ADOPTED** by the Town Council on this \_\_\_ day of \_\_\_\_\_, 2024.

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

ATTEST:

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

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

## Attachment A

# UTAH LEGISLATURE MANDATED SEX-BASED PRIVACY SPACE COMPLIANCE PLAN

**Section 1. Preface:** The sole purpose of this Utah Legislature Mandated Sex-Based Privacy Space Compliance Plan (“Plan”) is to comply with the unfunded state mandate placed upon municipalities as dictated by the Utah State Legislature in 2024 H.B. 257 codified under Title 63G, Chapter 31 of the Utah Code Annotated.

**Section 2. Applicable Codes:**

- A. Utah Code §63G-31-301. Students in public schools are prohibited from accessing sex designated privacy spaces such as sex-designated restrooms, locker rooms, shower rooms, and changing rooms that do not correspond with the student’s sex as defined by state law.
- B. Utah Code §63G-31-302. Individuals, generally, may only access sex designated changing rooms located in a government entity’s facility that are open to the general public if:
  - a. The individual’s sex corresponds with the sex designation of the changing room, or
  - b. The individual has legally amended their birth certificate and undergone a primary sex characteristic surgical procedure to correspond with the sex designation of the changing room.
- C. Utah Code §63G-31-304. Huntsville Town (“Town”) must adopt this Plan to address compliance as a government entity.

**Section 3. Town Privacy Compliance Plan:**

- A. Town. The Town hereby informs its employees to report any complaint they receive alleging that an individual has engaged in one or more of the following criminal offenses in a “sex designated privacy space” in the public “facility” as defined by Utah Code §63G-31-101, to the Weber County Sheriff (“Sheriff”) through either the emergency or non-emergency dispatch services:
  - a. Lewdness in Utah Code §76-9-702 and §76-9-702.5
  - b. Voyeurism in Utah Code §76-9-702.7.
  - c. Loitering in a privacy space under Utah Code §76-9-702.8.
  - d. Criminal trespass in a changing room under Utah Code §63G-31-302(3).
- B. Sheriff. If the Sheriff receives a complaint or allegation that an individual has:
  - a. Engaged in one of the criminal offenses listed above while in a government entity facility located in the Town, or
  - b. Has otherwise violated applicable state law under Title 63G, Chapter 31 of the Utah Code in a government entity facility located in the Town, an appropriate call priority will be assigned and the complaint will be handled in accordance with applicable Sheriff policies and procedures.

**Section 4. Facilities:**

- A. New Facilities. In accordance with Utah Code §63G-31-304, new Town facilities constructed after May 1, 2024, will include at least one single-occupant facility, as defined by Utah Code §63G-31-101.

## Attachment A

- B. Existing Facilities. The Town shall consider the feasibility of retrofitting or remodeling the facilities it owns or controls that include privacy spaces as defined in Utah Code §63G-31-101 to include features to increase individual privacy, such as floor-to-ceiling walls and doors or similar privacy protections, curtains or other similar methods of improving individual privacy within the privacy spaces.
- C. Unisex Facilities. The Town shall ensure sufficient sex-designated privacy spaces through compliance with Utah Code §§15A-3-112 and 15A-3-304 regarding unisex facilities as defined by Utah Code §63G-31-101.

**Section 5. Repealer:** In the event that the state law is repealed requiring this Plan, this Plan is automatically repealed by the Town.

**MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING**  
**Thursday, August 1, 2024, 6:00 p.m.**  
**Huntsville Town Maintenance Building, 165 South 7500 East, Huntsville**

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

**Citizens:** Carol Stoker, Jodi Richardson, Mike Tovar “Sarge” and Dave Fountain-American Legion, Ryan Hillam-Sandbox Construction

1-Mayor Sorensen called the meeting to order.

There is a full quorum present.

2-Pledge of Allegiance led by Sarge

3-Opening Ceremony given by TCM Bruce Ahlstrom

4-Public Comments:

**Carol Stoker**, Huntsville Historian, came to give the itinerary for the Town history tour sponsored by the Weber Heritage Foundation. It will be on the morning of Saturday August 17<sup>th</sup>. Carol has been doing a lot of research for the tour and needs a little help directing people that day. Everyone is invited to attend.

**Mike Tovar “Sargent”**, commander of the American Legion announced the upcoming Vet Fest on September 6,7,8. He came to see if the American Legion needed a special permit for that event. TCM Hunter said that a permit wasn’t needed because it was not on Town property and If it’s like the ABATE June Jam with a band and camping on the neighboring property it shouldn’t be a problem. A cannon will be shot off but it will be within the hours of 8am and 10pm. He brought Dave Fountain, a local resident and legion member, to assist him in fulfilling his duties.

5-Sheriff’s Report (See Attachment #1) – Lt. Butler began by discussing upcoming events as well as past events. He stated that the July Fireworks went well and there were so many people that came that it took an hour to get all the cars out of Town.

He asked that the Iron Lung Ride going through Huntsville and the Spartan Race held at Snowbasin this year in July be on different weekends next year. It was very difficult to direct traffic for both races at the same time. When Huntsville reviews the permit for Iron Lung next year, they can encourage the race organizer to hold it on a different weekend.

Lt. Butler asked for more information on the Toast concert coming up on August 31st so he can have enough officers there to help patrol and direct traffic. He spent the next little while going over traffic stops, parking tickets, and dispatch calls from the past month. The officers will start enforcing the Town’s OHV policy. Carol Stoker had a concern about the stop sign near her house. Some people don’t stop and it’s getting dangerous. Lt. Butler said he could investigate it.



6. Discussion and/or action on approval of Business License Item- Sandbox Construction- (See Attachment #2) Ryan HILLAM, business owner, plans only to do paperwork for the business at his residence in Town and will park any equipment at a property on the other side of the mountain.

**TCM Powell motioned to approve the business license for Sandbox Construction. TCM Hunter seconded the motion. All Votes Ayes. Motion passed.**

7. Discussion and/or action on approval of Huntsville Recycling Proposal (See Attachment #3) Logan Cook and his business partner Anthony from Loop recycling presented a proposal to the Town Council about their business that recycles specialty materials that aren't usually found in a recycling can. Examples of those materials include Styrofoam, clamshell containers, and glass. They explained that they would put recycling bins in a central location in Town where residents can drop off their materials. If the residents also want the regular recycling bins they could have those as well. The Town would pay Loop recycling a fee per month for this service. The Town Council discussed possible locations to place the bins including the park and behind the Town shed. Mayor Sorensen discussed the fact that although Huntsville residents will be paying for the service there will be people coming from all around the valley to put their materials in the bins. The Town Council discussed whether there was a need for the recycling service. There's a recycling company with curbside pickup that people are already paying for. For glass, there are drop-off locations in Ogden. They wondered if people would be willing to pay extra for the service and they planned to get input from residents before they decide. The Loop business owners proposed a recycling event where they could invite everyone to come on one day to fill up their bins. At the event they could get input from the community as they come to drop off their materials. TCM Powell suggested that they put a survey in the newsletter for input.

**TCM Hunter motioned to table the Huntsville Recycling proposal from Loop Recycling. TCM Powell seconded the motion. All votes ayes. Motion passed.**

**TCM Johnson joined the meeting.**

8. Discussion and/or action on approval of Memorial Tree Proposal.

Jodi Richardson was given time to speak about her idea for a tree to be planted in Huntsville Town in memory of Tim Hansen who recently passed away. She read an official letter (**See Attachment #4**) written by her to explain who Tim was to the Town and what they would like to do. Tim was an employee of Huntsville Town for many years. Jodi Richardson and her husband Scott Richardson as well as David and Pam Lee would like to purchase and plant the tree. The Town Council discussed the idea and wondered if they should dedicate one of the trees that was just planted in the park to Tim. They could put a plaque on it with his name like they are making for the tree planted in former mayor Jim McKay's name. TCM Hunter wondered if they could have a little ceremony for next year's Arbor Day. The TC discussed the option of having the tree be part of the landscaping for the new Town Hall. Jodi was open to that idea, but they would prefer to have the tree in the park. She was also open to adopting one of the new trees at the park in Jim's name and the money they would have used for buying the tree could instead go towards the plaque.

**TCM Hunter motioned to approve the Tree Memorial Proposal. TCM Ahlstrom seconded the motion. TCM Powell made a friendly amendment that they approve the memorial with**

**a location for the tree TBD. TCM Hunter accepted the amendment to the motion and TCM Ahlstrom seconded the motion. All votes Ayes. Motion passed.**

9. Discussion and/or action on approval of Minutes for Town Council Meeting and Work Session on July 20, 2024 (See attachment #5)

TCM Ahlstrom and TCM Hunter both wanted to make changes to the last two sentences of the section about the Valley House. The new sentences proposed by TCM Hunter were accepted and Nikki made the changes. **TCM Hunter motioned to approve minutes for Town Council Meeting and Work Session July 20, 2024 with the edits. TCM Ahlstrom seconded the motion. All Votes Ayes. Motion passed.**

Department Updates

**Mayor Sorensen-** no Town Council Meeting on August 15<sup>th</sup> because of conflicts. If there is something big that comes up that needs to be discussed, they can hold a special meeting.

**TCM Lewis Johnson-** Nova Tierra decided to take their chipper and use it in the Salt Lake area. After the negative feedback from nearby East Huntsville residents, they decided to use the chipper in a different location. They are still interested in doing the operation in Huntsville, but it will not be this year.

**TCM Bruce Ahlstrom-** Road work will be completed in Huntsville Town in the next couple of weeks. Workers are repaving a section of road on 7600 E. between 200 and 300 South and a section of 6900 E. as well. They will also be doing road sealings on 6 blocks throughout the Town. Nikki asked about how to get the crosswalk repainted on 1<sup>st</sup> street connecting the pathway to the Town. TCM Ahlstrom wondered if TFNU or the organization over the pathway in the valley oversaw that. Nikki said that she would contact them.

**TCM Sandy Hunter-** She would like to have a meeting to discuss the 4<sup>th</sup> of July with Lindsey Ketchum sometime in September or October.

In the coming weeks TCM Hunter got together with John Henderson, the Town's new Planning Commission alternate to work on the Huntsville Database. He is adding on the new Sage parcels.

**TCM Artie Powell-** He discussed having the July 4<sup>th</sup> work session on October 17<sup>th</sup> before the regularly scheduled Town Council Meeting. He also talked about recent code violation complaints. The TC discussed which complaints need to be called into Weber County dispatch.

**Mayor Richard Sorensen motioned to adjourn the meeting. TCM Ahlstrom seconded the motion. All Votes Ayes. Motion passed.**

**Meeting adjourned at 7:41 p.m.**

Nikki Wolthuis, Town Clerk

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