

**MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING**  
**Thursday, October 5, 2023, 6:00 p.m.**  
**Weber County Library, 131 South 7400 East, Huntsville**

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

**Citizens:** Liz Poulter, Lt. Cowley, Pam Johnson, Lewis Johnson, Heidi Posnien, Becky Wood, Willow Buttars, Max Ferre, Suzanne Ferre, Joshua Peel, John Falls, Julie Powell, Artie Powell

**Zoom:** TCM Sandy Hunter

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

2-Pledge of Allegiance led by Lt. Cowley

3-Opening Ceremony given by TCM Kevin Anderson

4-Public Comments: None

5 -Sheriff's Report (See Attachment #1) Lt. Cowley reported that there were 40 traffic stops in August, 49 in July, and 24 in June.

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

PUBLIC HEARING

**Artie Powell** who recused himself and was acting as a citizen and not as a Town Council Member, began the hearing by explaining the details of the John Falls/Heidi Posnien Petition to Vacate. He stated that the alleyway has always been part of the Posnien property and has never been open to the public. A court case in 1960 regarding the Posnien property proves this fact. **(See Attachment #2)** He also stated that the alleyway dead ends into the Posnien property. It does not provide access to the lakefront and it doesn't connect to another street like many other alleyways do. He sees no difference between this case and the recently vacated road at 6700 E. and 100 S.

**John Falls-** stated that after the lawsuit in 1960 the land was one big piece and years later when the subdivision was platted the alleyway was put in there. They are not sure who added it to the subdivision plat, but they would like to research it.

They want it to be a win-win situation for the Town and are not asking the Town to give up the alleyway for free. He also wanted to add that they would let the Johnsons access their property any time if they needed to.

**Mayor Sorensen** asked John Falls what the benefit to the Town would be if the Town vacates the alleyway.

**Artie Powell**- replied that the property would revert to Heidi Posnien. The benefit is a separate arrangement. There's no harm to the Town because the Town has never used it and there are no utility lines running through there.

**Lewis Johnson**- He explained that there are utilities in that area. The alleyway has a secondary water valve at the gate. He is the president of the secondary water company and they have been wanting to put in more access points to some of the other properties along the alleyway. Right now, the properties belong to John Falls, but that could change in the future. He believes that the alleyway should stay in the Town's hands. He doesn't remember any alleyway in Town ever being vacated. Vacating this alleyway now would set a serious precedent.

**Joshua Peel**- He agreed with the idea that vacating the alleyway would set a precedence and that the Town should not be in the practice of vacating properties. However, he was not opposed to the Town selling the alleyway.

**Artie Powell**- the Town Attorney Bill Morris advised the Town not to sell alleyways or roads. This alleyway is unique. No other alleyways are like it. He referenced another case in Town when a road was vacated next to Bill White's house. He also referenced the alleyway that goes right through the church parking lot. That is a unique situation as well.

**Mayor Sorensen**- addressed the road vacation next to Bill White's property. The old white barn that now sits on Chris' property and was the Jackson Fork Inn years ago was once on this property. Dee Bell, the previous property owner approached the Town about vacating the road and they wouldn't do it. After Bill White purchased the property he petitioned for the vacation and got it. The legislation may have changed between owners. Both the Town's attorney and the county legislators feel the same about not selling Town roadways and ROWs.

**Liz Poulter**- She requests the Town keep Town properties whether they are used or not. Part of the charm of the Town is being able to travel through the alleyways. She wondered why the alleyway in question dead ends to private property.

**Heidi Posnien**- explained that the property was once 45 acres. There were 5 acres up above and 40 acres down below where the water is now.

**Steve Songer**- He explained a situation years ago when a piece of land was vacated in the town near 100 N. and 6900 E. Scott Anderson wanted some Town property to be part of his property.

He went through the proper process and in exchange for that Town property he gave the Town part of his land for a road that extended to Mayor Truett's house. He also paid to have it paved.

Steve said if the Town does vacate this alleyway, it should be advantageous for the Town. Steve pointed out a separate case in the Town where an alleyway became part of a property without anyone knowing it. He said that the alleyway ran from 6800 E. and 6900 E. between 100 N. and 200 N. In 1970 it was an alleyway and if you look at the map now it is part of the property at 168 N. and 6800 E. Years ago Steve and others went down to the county to find out what had happened. They found out that the person who had been living there was on the Town board, and he had gone to the county and had the alley added to his property. Steve feels like the Town needs to be careful with vacating its alleyways. If the Town decides to vacate this alleyway, they need to have a good reason.

**No other information supporting that statement was presented. The Town makes no finding or determination concerning the accuracy thereof and doesn't rely thereon.**

**Suzanne Ferre-** said living in a small town makes it hard to bring up issues. She is against the vacation of the alleyway including receiving money for it. She wants to keep the town as close to what was left to them. She wants them to maintain the charm and spirit of the town and not give up its alleyways.

**Cleo and Gary Crandall-** (statement read by Suzanne Ferre) They are against the vacating of the alleyway. The alleyways are for the Town to use and for future use.

**Artie Powell-** wanted to discuss the issue with the utilities that was brought up earlier. The lots owned by John Falls were going to be consolidated. The Town has already approved that, so they won't need separate valves placed on those lots for secondary water.

Artie also elaborated on the court case. The Town wanted to extend the road to the south of the Posnien property in 1960, but the judge ruled that the property belonged to the Posnien and the Town had no claim on it. The land and all contiguous land, including the portion of the alleyway, was included in that ruling.

**Becky Wood-** The alleyway looks like private property because of the gate. She would like to take a stroll down that alley.

**Heidi Posnien-** the whole property was a dairy farm at one time owned by Dr. McEntire. Mrs. Posnien's in-laws bought the property from the McEntires.

**Pam Johnson** asked John Falls why he needed that alleyway when he had all that other property surrounding it to use? Mr. Falls said that he was interested in the alleyway being returned to Heidi Posnien to protect her remaining property.

**Max Ferre-** asked why it was so important for Mr. Falls to petition the Town to vacate this alleyway? He wants to leave it the way it is.

**Artie Powell-** Stated that when/if the alleyway is vacated it will be given back to Heidi Posnien to protect her property. The reason John Falls is involved in the petition is because his property abuts the alleyway and it's appropriate for the two property owners on either side of the alleyway to join in the petition together.

**Lewis Johnson-** The property has already benefited from a vacation. In the 1960 lawsuit the Posniens were given the land that was supposed to be a road. He believes the contiguous land they referred to in the case was the land south of the house. Mr. Posnien built another house in the path of that road to make sure it would never be built there.

Mr. Johnson said that his great grandpa also bought the property that he now owns from the McEntires. He pointed out that when Mr. Falls bought his property, he saw the map and knew that there was an alleyway there.

He also stated that things could change in the future with subdivided land and new property owners. It would be nice to leave the alleyway the way it is for all the future property owners.

**John Falls** said that he wants to protect Huntsville and keep too many people from moving here. He restated that the alleyway property belongs to Heidi Posnien and they're trying to avoid a future dispute.

**Lewis Johnson** stated that in 2011 or 2012 while eating dinner together, John and Heidi Posnien gave Pam and him some of their property. They went outside and walked it off and put stakes in the ground. They had talked about the existence of the alleyway at that time.

The Johnson property extension was never officially recorded. When John Falls bought property from Heidi Falls, Mr. Falls convinced her to give Mr. Johnson only a part of the property that they had verbally agreed on years earlier.

**Heidi Posnien** explained that she wanted to sell those lots surrounding her house to Mr. Falls to prevent people from building houses all over it. She would rather have one person own it than several people.

**Suzanne Ferre** wanted John Falls to restate something he had said before that she couldn't hear. To her it sounded like a threat. After Mr. Falls asked for clarification Mrs. Ferre further explained that it had sounded like Mr. Falls would resort to legal means if the alleyway were not vacated.

**Artie Powell** said there's an honest dispute over who owns that property and Mrs. Posnien maintains that it is hers. They are asking the Town to vacate it and if that does not happen John Falls and Heidi Posnien may want to pursue legal means.

**Heidi Posnien** said she didn't want to pursue legal means.

**Mayor Sorensen** asked Mr. Falls what he was planning to do if the alleyway property were vacated. He mentioned that Mr. Falls has house plans.

**John Falls** explained that while Heidi is alive, they are not going to build anything. They want to keep it nice and open.

**Artie Powell-** stated that John Falls and his wife Heather had plans to build, but then they bought a neighboring property and are in the process of remodeling it.

**Bruce Ahlstrom** read some of the court case findings to gain clarification about the property mentioned in the case. He noticed that the alleyway was not mentioned in the judgement.

**Artie Powell** explained that the property mentioned in the case was the property the Town wanted to use for a road. He pointed it out on the map and further explained that the court case also mentioned "contiguous property" being included in the judgment and that property refers to the alleyway.

**Steve Songer** talked about an adverse possession law in Utah that says when a person takes care of abandoned land, after 7 years it can become their property. He stated that when it comes to government property, that does not apply.

**Artie Powell-** stated that the court case contradicts that. The Posniens and previous landowners always owned it, and the Town has no right or claim over it.

**Jake Songer-** (Statement read by Mayor Sorensen) Huntsville Town alleys can be a beautiful and useful element in our neighborhoods. We should not allow them to be privately purchased, fenced off, or clogged with the storage of personal property.

**Amanda Hessenauer-** (Email read by Mayor Sorensen)  
I feel that the town alleyways are a critical function and asset to our town. Many residents use them to access various parts of their property and/or enjoy these paths on walks through town. These alleyways are special, enhance Huntsville's uniqueness, help preserve space between private property, and are tremendously functional. We should not be allowing them to become private property.

**John Falls-** wondered why there was no opposition to the roadway (6700 E.) that was just vacated by the Town. He wondered why there was so much opposition now.

TCM Hunter stated that those points should be addressed in the regular meeting

**TCM Anderson motioned to adjourn the public hearing and resume the regular meeting. Ahlstrom seconded the motion. All votes Aye. Motion passed.**

6.-Discussion and/or action on approval of Ordinance 2023-10-05 at approximately 7350 E. and 400 S.

TCM Anderson began by stating that he believed that the alleys are an asset to the Town and that generally speaking, it is the Town's policy to preserve them. They are useful in many ways. It's

hard to know what will happen in the future with properties being divided and sold and public needs changing. There should be a public policy to preserve those assets. Unless there is a significant need to give away an alley the Town should keep them.

TCM explained that a person cannot adversely possess government property for any reason. He welcomed additional information from the petitioners to support their position.

Mayor Sorensen explained why the road at 6700 E. was vacated. He stated that it was a platted road that ended with a steep drop-off at the reservoir. The vacation only involved two lots.

John Falls – spoke out saying there was no difference between the two cases. His alley vacation involves two lots as well. His lots haven't been officially recorded with the county, but their consolidation has been approved by the Town.

TCM Anderson explained the distinction between the two cases. One being that the other was a road leading to nowhere and the alley is a right-of-way with many uses. There was no opposition from the community on the road vacation but there is a lot of opposition on this alleyway vacation.

TCM Hunter stated that the alleyway preservation is in the Town's General Plan. The residents like their alleyways and want to keep them. She recalled that no alleyways have ever been vacated. She also commented on the 1960 court case judgment saying that it can't be proven that "contiguous property" refers to the alleyway piece of the property.

TCM Hunter agreed with the point that had already been made about not knowing what the future holds. The property could be split up and sold again. If the alleyway were to be vacated, the new subdivided lots would have no access to the back of their properties through an alleyway.

TCM Hunter doesn't agree with the argument that because the alleyway has never been open to the public it should be vacated. She pointed out other alleyways in Town that are currently blocked. She stated it would set a precedence if the Town were to vacate those alleyways because they are not open to the public.

Mayor Sorensen gave more information on one of the blocked alleys that TCM Hunter referenced. It is blocked off by a fence on either side and has a tree growing in the middle of it. Artie Powell pointed out the difference between the alley referenced by both TCM Hunter and Mayor Sorensen and the alley in question is that the alleyway was once open for Town use and the property owner decided to block it off. The Posnien alley has never been open to the public.

TCM Hunter asked if it had been open to the public prior to 1954 when the gate was placed. Heidi Posnien said before the gate was put up there was a wooden fence that went all the way around the property.

TCM Anderson asked TCM Hunter when the Town alleys were platted and she stated that it was around the late 1800s. TCM Anderson asked Heidi Posnien when her in-laws bought the property. She said that they bought it from the McEntires in 1954. Mayor Sorensen asked when the McEntires bought the property and Mrs. Posnien stated that she had paperwork from the 1800s and offered it to the Town Council to look at. TCM Anderson welcomed the information so the TC had a better understanding of the scope of the court case.

TCM Anderson stated that the 1960 court case was about the road. The broad language describing additional property is not binding and it might not carry as much weight as they might think.

Mayor Sorensen read the Ordinance 2023-10-05 - Ordinance to Vacate the Alleyway at 7350 E. and 400 E. and asked for a motion.

**TCM Hunter motioned for the Town Council not to grant the petition to vacate part of the Alleyway as described in the petition because it would be detrimental to the public interest and would set a precedent for other alleyways to be vacated.** TCM Anderson suggested that the motion should include reference to the Ordinance. TCM Ahlstrom added two reasons for not adopting the ordinance. One would be that secondary water access would be limited by vacating the alleyway. Another would be the inability to access the back of the properties south of the Johnson house without the alleyway. **TCM Hunter amended the motion to say the Town Council would not grant the petition and not adopt Ordinance 2023-10-05 for all of the reasons the Town Council discussed including without limitation those that TCM Hunter and TCM Ahlstrom specifically identified.** TCM Ahlstrom seconded the motion. Roll Call vote. Votes reflected below. Motion passed 4-0

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

7-Discussion and/or action on approval of minutes for Town Council Meeting 9-21-23

**(See attachment #3) TCM Ahlstrom motioned to approve the minutes for the Town Council Meeting September 21, 2023. TCM Anderson seconded the motion. All votes Aye. Motion passed.**

8-Discussion and/or action on skate park ideas for Huntsville Park

Joshua Peel, Huntsville Town resident, presented ideas to the Town Council on different skate park designs and the costs involved. **(See attachment #4)** He answered questions from the Town Council about insurance costs and liability as well as what kinds of people the skate park would attract.

He explained that one cost effective way to build a skate park is to use the existing concrete pad in Huntsville Park currently in use as a basketball court. He displayed pictures of intermediate obstacles that could be built on top of the cement pad. This kind of park would work for beginning as well as advanced skaters.

TCM Powell referenced the Ogden Valley Park Board survey that was done last year and said that one of the top comments was the need for a skate park in the valley. Mayor Sorensen said that Marshall McGonegal who was heading up a petition to get a skate park in the valley had also

reached out to him. He said that perhaps a combined effort between the parks would help get a skate park somewhere up in the valley.

9-Discussion and/or action on Resolution to Consolidate Town lots.

Mayor Sorensen explained that the Town will not consolidate the Town lots at this time because the bank advised him not to do it. If the Town consolidates the lots then the Town would risk losing the other properties should they default on the loan for the new Town Hall. He recommends pausing on that idea for now. TCM Powell commented that they need to put the recreation center in the park district. They should also move the lot line out from the center of the pickleball court.

10-Discussion and/or action on Resolution 2023-10-04 Adopting the Town hall Construction Agreement with Maddox Construction LC. ( See attachment #5)

Mayor Sorensen explained that Maddox Construction added some wording to the contract according to Attorney Bill Morris' recommendations. He also explained that Maddox Construction included all the necessary documents related to the project in Title 17 of the contract.

**TCM Hunter motioned to approve Resolution 2023-10-04 Adopting the Town Hall Construction Agreement with Maddox Construction LC. TCM Ahlstrom seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 4-1.**

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

11-DEPARTMENT UPDATES:

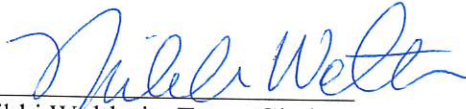
**Mayor Sorensen** gave the update on the groundbreaking ceremony for the New Town Hall. TCM Powell asked for an update on the problem with the power line going through the corner of the property. Mayor Sorensen stated that Jeff Hyde, owner of Compass Rose Lodge said the powerline does not go where the flags shows it goes. Rocky Mtn. Power had not yet solved the issue.

**TCM Ahlstrom** announced an emergency preparedness fair scheduled for October 14<sup>th</sup> at the Weber County Fairgrounds. CERT classes are starting up again and it's a great opportunity for the community to learn new skills or brush up on what they have already learned.



**TCM Powell** said he would request money for the trees and the repair of the cabin from the Ogden Valley Park board as soon as all the bids come in for the cabin. TCM Powell discussed the need to put the cabin and pickleball courts in the park zone.

**TCM Powell motioned to adjourn the meeting. Ahlstrom seconded the motion. All votes Aye. Meeting adjourned at 8:45 p.m.**



Nikki Wolthuis, Town Clerk



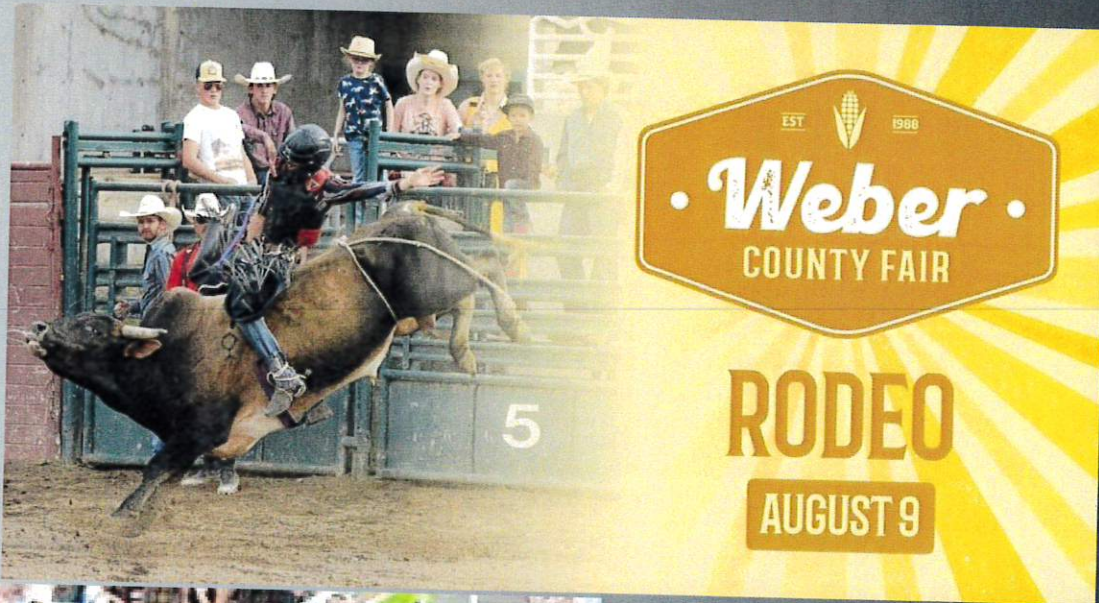
*Integrity, Initiative, Intelligence*

*August 2023*



## COMMUNITY EVENTS

- **August 9-12th** | Deputies coordinated events and had a recruiting booth/tent at the Weber County Fair. Deputies also provided security details throughout the events throughout the week. The Fair was a success and no major incidents were reported.
- \* **August 29th** | Sheriff's Office City Contract meeting held. Reports were given by each bureau from the Sheriff's Office.





Integrity, Initiative, Intelligence

August 2023



## HUNTSVILLE CITY CALLS FOR SERVICE INCLUDES TRAFFIC STOPS

2019	2020	2021	2022	2023
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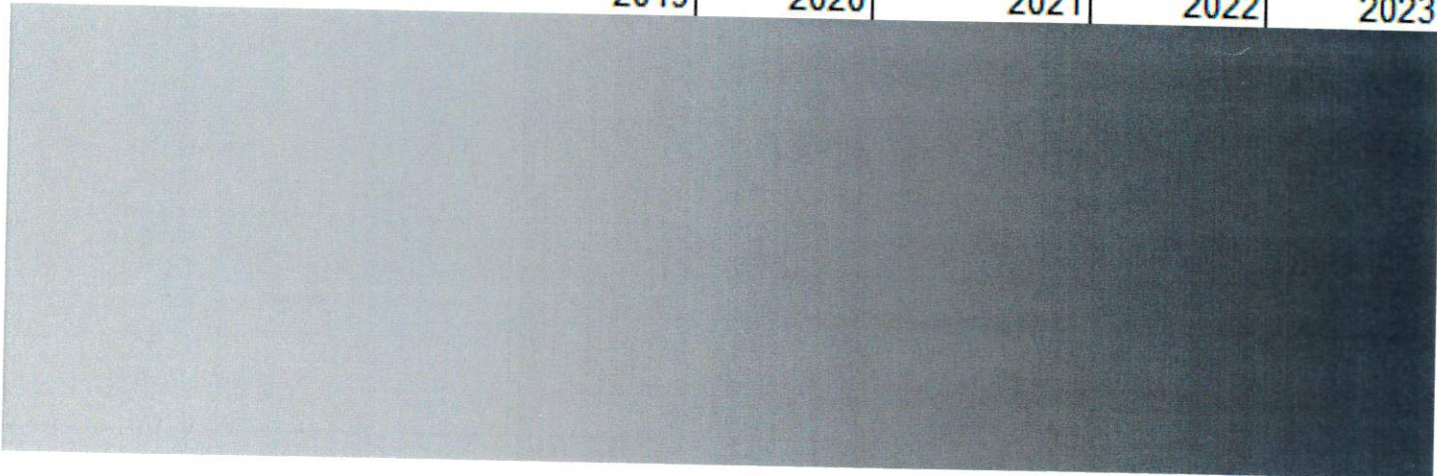


Chart Title





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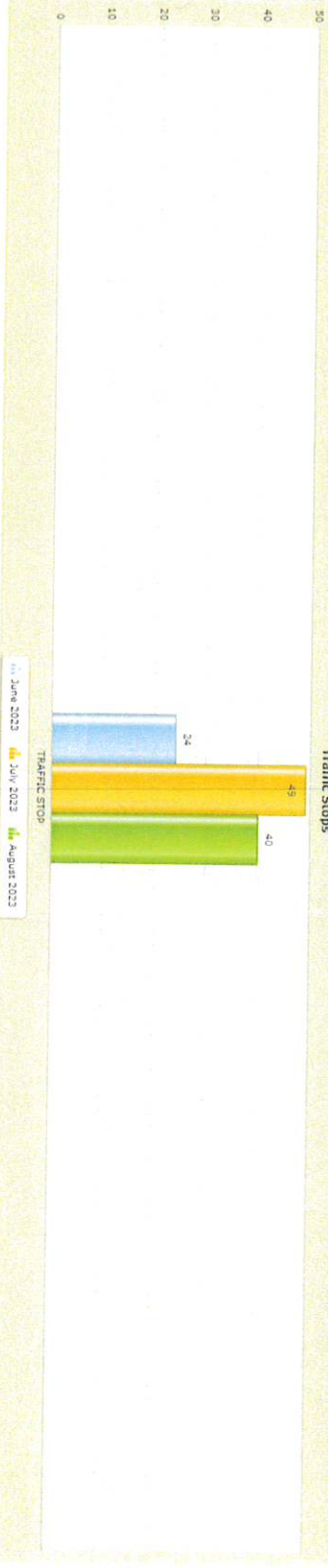
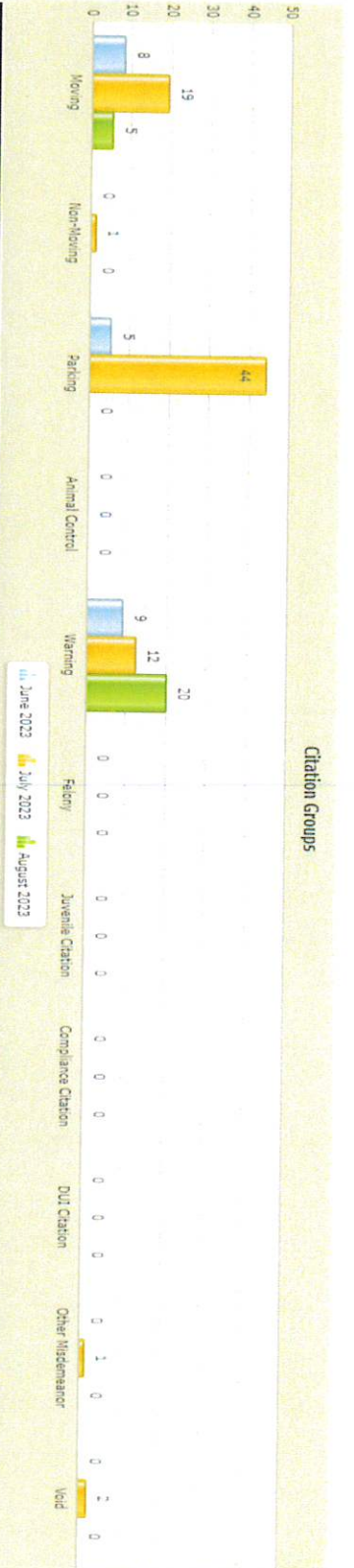
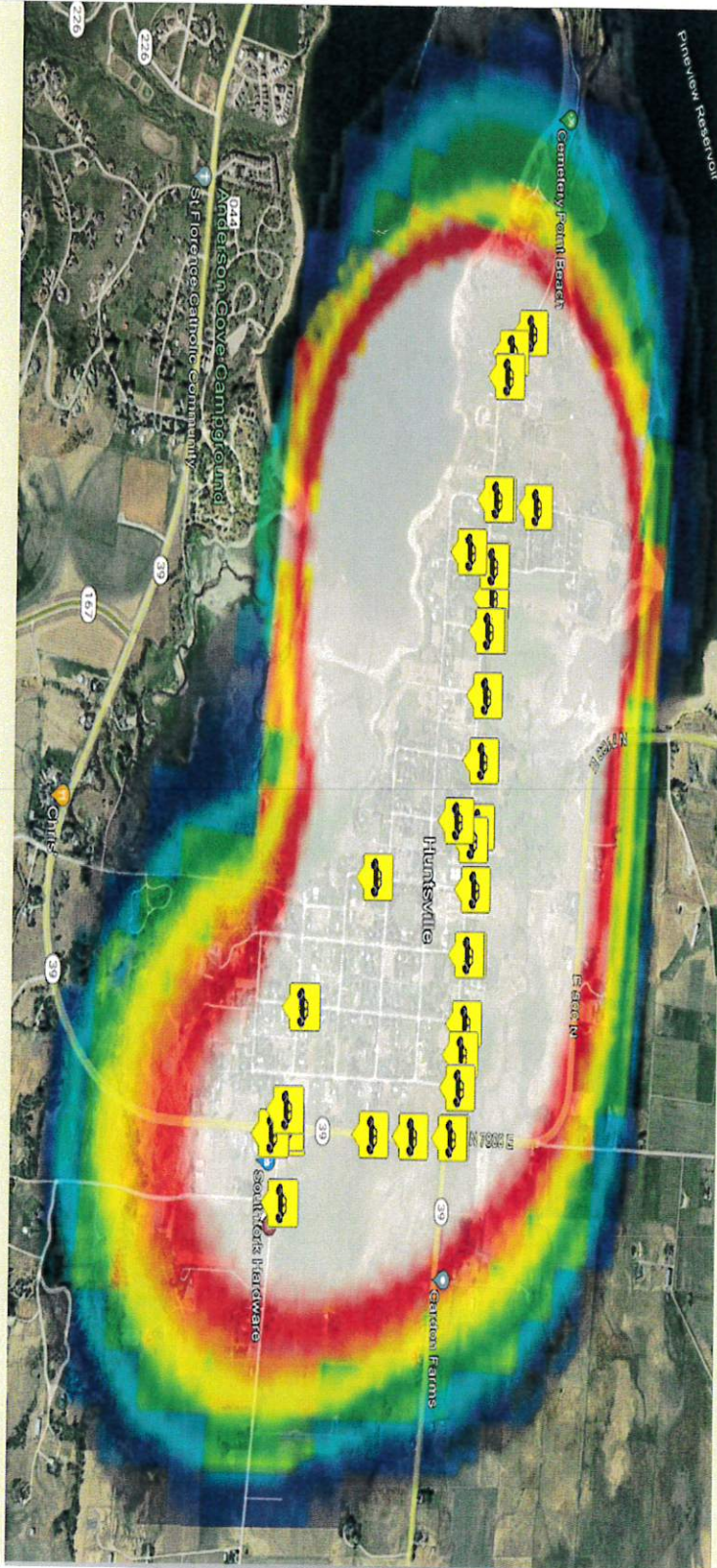
August 2023





Integrity, Initiative, Intelligence

August 2023



Share Copy link Download ... Fwd John falls.msg Info 11 / 15 X

From: Richard Sorensen <rsorensen@huntsvilletown.com>  
Sent on: Sunday, September 4, 2022 2:02:44 PM  
To: Town Council <tc@huntsvilletown.com>; Kevin Anderson <kanderson@andersoneall.com>  
Subject: Fwd: John falls

Council,

I just received this from John Falls. I will send him a reply later and will forward to our attorney for review.

Bill is out of the country until September 12th.

Happy Labor Day and thanks for all you do.

Richard

Sent from my iPhone

Begin forwarded message:

From: john falls <johnponifalls@gmail.com>  
Date: September 3, 2022 at 8:57:57 PM GMT-5  
To: Richard Sorensen <rsorensen@huntsvilletown.com>  
Subject: John falls

Dear Mayor

We have been going back and forth about the alleyway. When I purchased the property from Heidi, she was adamant that she owned that section per the lawsuit in the 60s which states that the town has never used those pieces of property. My hope is that we could buy from the Town, and I will work the details out with Heidi. I talked to an appraiser, and he valued it around 30k but I value it at how much a lawsuit would cost, around 50k if we were to try and litigate. We are very hopeful that you might consider our offer of 50k and provide any feedback on how a purchase could happen. It is a cash offer and ready whenever you are. Thank you.



October 26, 2022

**Mailing Address**  
P.O. Box 267  
Huntsville, UT 84317

**Phone**  
801.745.3420

**Fax**  
801.745.1792

**Web**  
[www.huntsvilletown.com](http://www.huntsvilletown.com)

**Mayor**  
Richard L. Sorensen

**Town Council**  
Kevin Anderson  
Bruce Ahlstrom  
Sandy Hunter  
Artie Powell

**Town Clerk/Recorder**  
Beckki Endicott

**Treasurer**  
Sheree Evans

**Attorney**  
Bill Morris

Re: Request to vacate alley south of 7350 East and 300 south

Dear Mr. Falls,

In response to your inquiry about vacating the public alley, (the "Alley") owned by the Town of Huntsville, which provides access to your property, and other properties, south of 300 South and 7400 East we have reviewed the steps and procedures required for such a vacation. Pursuant to statutory and other requirements, a petition to vacate must be submitted to the Town. The petition requirements include without limitation the following:

1. The petition shall include the name and address of each owner of record of land that is adjacent to the subject alley, or within 300 feet of the Alley.
2. A correct and accurate survey of the Alley depicting all properties (and identifying all property owners) within 300 feet of any portion of the Alley.
3. The signature of each owner identified above who consents to the vacation.
4. Proof of written notice to operators of utilities and culinary and secondary water providers located within the bounds of the Alley.
5. The Town legislative body (the Town Council) must then hold a public hearing to determine whether good cause exists for the vacation of the Alley; and to determine whether the public interest or any person or property may be materially injured by the proposed vacation.
6. Following the hearing, the Town Council, acting as the Town legislative body may adopt an ordinance granting a petition to vacate some or all of the subject Alley, only if it finds that:
  - a. Good cause exists for the vacation of the Alley, and
  - b. Neither the public interest nor any person will be materially injured by the vacation of the Alley

The Town may require a fair market value payment for the property vacated from the party requesting the vacation. The reason is to ensure that the Town does not violate the public interest by transferring a public asset without appropriate consideration.

The Town is willing to consider this issue if and when an appropriate petition satisfying the requirements set forth above is submitted to the Town.

Sincerely,

Richard L. Sorensen, Mayor  
Town of Huntsville

Recorded Book 72  
Page 5/3  
Indexed 24/172

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT  
IN AND FOR THE COUNTY OF WEBER, STATE OF UTAH

--ooOoo--

RHODA E. POSMIEN,  
Plaintiff,

-vs-

TOWN OF HUNTSVILLE, and  
all other persons unknown  
claiming any right, title,  
state, lien or interest  
in the real property  
described herein adverse  
to plaintiff's ownership,  
or clouding plaintiff's  
title thereto,

Defendants.

AP

21  
172

JUDGMENT.

Civil No. 35743

Dept. No. 3

--ooOoo--

Plaintiff's Motion for Summary Judgment having come on regularly for hearing before the Honorable Parley E. Norseth, one of the Judges of the above-entitled court, on April 4, 1960; Glen E. Fuller appearing for plaintiff, and Darrell George Benstrom appearing for defendant Town of Huntsville; the court having heard the oral arguments of counsel and having examined the pleadings on file herein, and it appearing that there exists no issue as to the material facts pertaining to the property referred to in plaintiff's Petition and Complaint as portions of Third Street and "E" Street as such streets are shown on the plat of the Town of Huntsville, Utah, and it further appearing that said portions of Third Street and "E" Street have never been opened to public use, but have been, together with the lands contiguous thereto, in the continuous and exclusive possession of the plaintiff and her predecessors in interest since title passed from the United States of America to the Probate Judge of Weber County, Territory of Utah, on November 10, 1879, and that all taxes, if any, levied thereon have since November 10, 1879, been paid by plaintiff or her predecessors in interest, and good cause appearing therefor,

Dec 31 9 11 2000  
Dorinda Allam  
12879



Recorded Book 72  
Page 5/24  
Indexed

and it appearing that no conveyance has ever been made from said Probate Judge or his successors in interest; and publication of Summons having been made in the manner prescribed by law, and no other claimants having entered an appearance in the matter; and upon the evidence received and of record herein;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That pursuant to the provisions of Chapter 7, Title 57, Utah Code Annotated, 1953, title in fee simple is hereby conveyed to Rhoda E. Posnlen, plaintiff herein, to the following described real property located in Huntsville, Weber County, Utah, and more particularly described as follows:

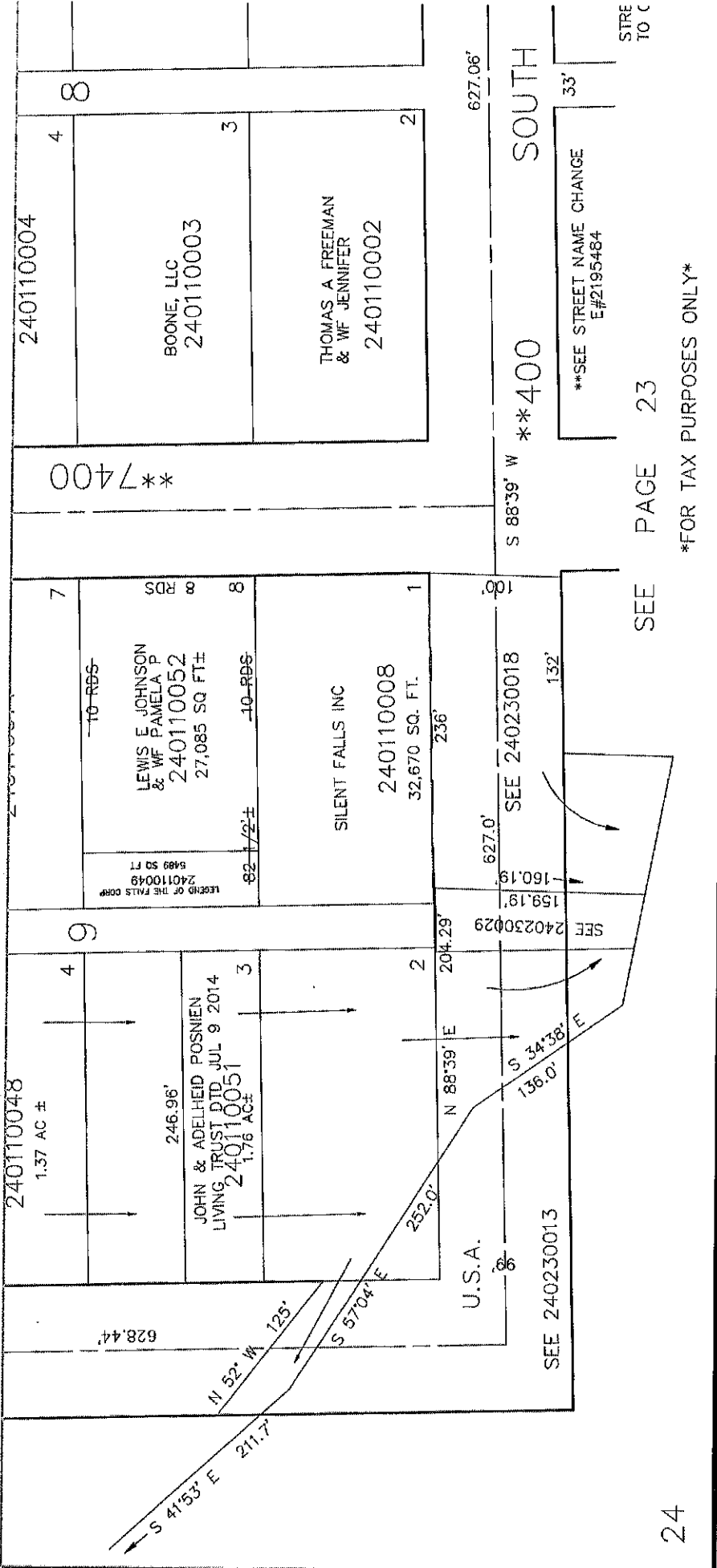
Beginning at the Southeast corner of Lot 1, Block 9, Plat "A", Huntsville Survey and running thence West along the South line of said Lot 1 and Lot 2 of Block 9 to the Southwest corner of said Lot 2, thence North along the West line of said Lot 2 88 feet, thence North 52° West approximately 125 feet to the West side of "E" Street, thence South along the West side of "E" Street to the point where the West side of "E" Street and the South side of Third Street intersect, thence East along the South side of Third Street 9.50 chains, more or less, to a point South of beginning, thence North to beginning.

2. That the plaintiff, Rhoda E. Posnlen, is the owner in fee simple of the above-described real property and that all adverse claims of the defendants, and each of them, in or to said premises, or any part thereof, are hereby adjudged and decreed to be invalid and groundless, and plaintiff's title in and to said real property is hereby adjudged to be quieted against all claims and demands of the defendants, or any of them, and said defendants, and each of them, are hereby perpetually enjoined from asserting or setting up any claim to or upon the real property above described, or any part thereof.

Dated this 30 day of August, 1960.

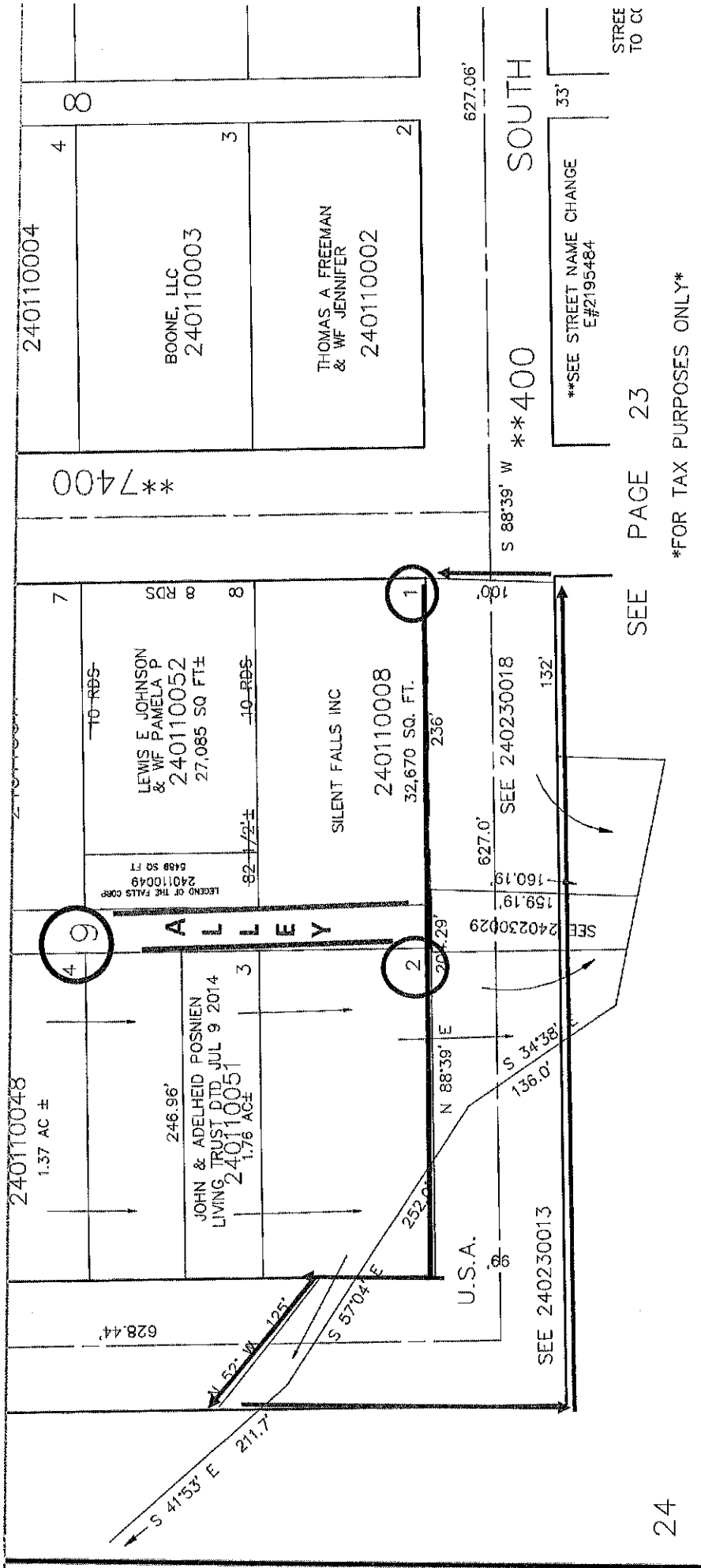
BY THE COURT

*[Handwritten Signature]*  
Judge



SEE PAGE 23  
 \*FOR TAX PURPOSES ONLY\*

Area in Red is described in court order to Posnien



# Huntsville Town – Petition to Vacate

Applicant Name: Heidi Posnien & John Falls

Applicant Mailing Address: see Attached Information

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Description or address of street/ROW and alley:

The portion of the alley south of existing gate between 7300 E. and 7400 E

Brief Description of Proposed Vacation: see attached survey for details. The portion of the alley is approximately 33 feet by 564.5 feet, @ 730 sq feet, or 0.20 Acres

## Parcel Owner's Permission for Vacation Petition

The undersigned authorize this petition for vacation of a street, ROW, or alleys in Huntsville Town:

Parcel Number(s): 240110051

Parcel(s) Owner Name: Heidi Posnien

Parcel(s) Owner Mailing Address: See Attached Information

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Parcel Owner Signature: Heidi Posnien

Date: 8-28-23

Title (Authorized Agent): \_\_\_\_\_

The undersigned authorize this petition for vacation of a street, ROW, or alleys in Huntsville Town:

Parcel Number(s): 240110012, 240110049, 240110008, 240230018, 240230029

Parcel(s) Owner Name: John Falls, Timber Falls LLC

Parcel(s) Owner Mailing Address: see Attached Information

Email: john.poni-falls@gmail.com Phone: 901.644.2887

Parcel Owner Signature: John Falls / Artie Powell Date: 20 Aug 2023

Title (Authorized Agent): \_\_\_\_\_

(For Additional Parcel Owners Use Attached Sheet)

For Town Use:

Date of Petition: \_\_\_\_\_

Survey Received: \_\_\_\_\_

Beckki Endicott, Town Clerk

ADDITIONAL PARCEL OWNERS

Parcel Owner's Permission for Petition to Vacate

The undersigned authorize this petition for vacation into Huntsville Town:

Parcel Number(s): 240110013

Parcel(s) Owner Name: Deirdre A. Gorman

Parcel(s) Owner Mailing Address: PO Box 74 Huntsville UT 84317

Email: [REDACTED] Phone: [REDACTED]

Parcel Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title (Authorized Agent): \_\_\_\_\_

The undersigned authorize this petition for vacation into Huntsville Town:

Parcel Number(s): 240110014

Parcel(s) Owner Name: Steven & Chelsey Woodley

Parcel(s) Owner Mailing Address: 375 [REDACTED] Huntsville UT 84317

Email: [REDACTED] Phone: [REDACTED]

Parcel Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title (Authorized Agent): \_\_\_\_\_

The undersigned authorize this petition for vacation into Huntsville Town:

Parcel Number(s): 240110053, 240110054

Parcel(s) Owner Name: Lewis & Pamela Johnson

Parcel(s) Owner Mailing Address: [REDACTED] Huntsville UT 84317

Email: \_\_\_\_\_ Phone: [REDACTED]

Parcel Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title (Authorized Agent): \_\_\_\_\_

The undersigned authorize this petition for vacation into Huntsville Town:

Parcel Number(s): 240230012

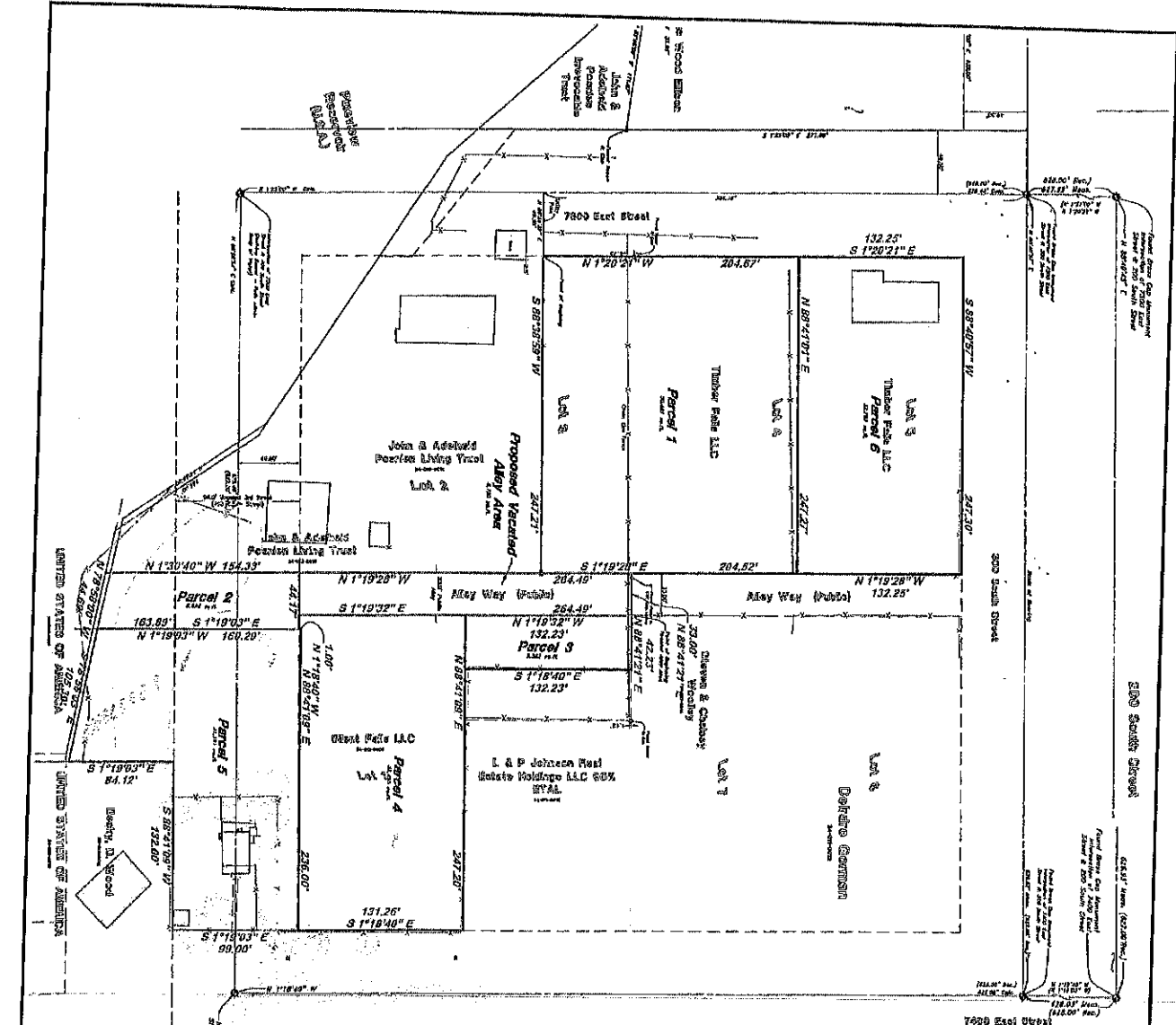
Parcel(s) Owner Name: Becky D. Wood

Parcel(s) Owner Mailing Address: [REDACTED] Huntsville UT 84317

Email: \_\_\_\_\_ Phone: [REDACTED]

Parcel Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title (Authorized Agent): \_\_\_\_\_



**PARCEL 1**  
 Parcel 1 is a portion of the land owned by Timber Falls LLC, bounded by 7800 East Street to the north, 500 South Street to the east, and the proposed alleyway to the south and west. The area is approximately 204.67' wide and 247.27' deep.

**PARCEL 2**  
 Parcel 2 is a portion of the land owned by John & Adeline Position Living Trust, bounded by 7800 East Street to the north, 500 South Street to the east, and the proposed alleyway to the south and west. The area is approximately 163.89' wide and 169.20' deep.

**PARCEL 3**  
 Parcel 3 is a portion of the land owned by I & P Johnson Real Estate Holdings LLC, bounded by 7800 East Street to the north, 500 South Street to the east, and the proposed alleyway to the south and west. The area is approximately 152.23' wide and 132.23' deep.

**PARCEL 4**  
 Parcel 4 is a portion of the land owned by John & Adeline Position Living Trust, bounded by 7800 East Street to the north, 500 South Street to the east, and the proposed alleyway to the south and west. The area is approximately 131.26' wide and 99.00' deep.

**PARCEL 5**  
 Parcel 5 is a portion of the land owned by John & Adeline Position Living Trust, bounded by 7800 East Street to the north, 500 South Street to the east, and the proposed alleyway to the south and west. The area is approximately 103.89' wide and 102.60' deep.

**BOUNDARY DESCRIPTIONS**

**Parcel 1:** A portion of the land owned by Timber Falls LLC, bounded by 7800 East Street to the north, 500 South Street to the east, and the proposed alleyway to the south and west. The area is approximately 204.67' wide and 247.27' deep.

**Parcel 2:** A portion of the land owned by John & Adeline Position Living Trust, bounded by 7800 East Street to the north, 500 South Street to the east, and the proposed alleyway to the south and west. The area is approximately 163.89' wide and 169.20' deep.

**Parcel 3:** A portion of the land owned by I & P Johnson Real Estate Holdings LLC, bounded by 7800 East Street to the north, 500 South Street to the east, and the proposed alleyway to the south and west. The area is approximately 152.23' wide and 132.23' deep.

**Parcel 4:** A portion of the land owned by John & Adeline Position Living Trust, bounded by 7800 East Street to the north, 500 South Street to the east, and the proposed alleyway to the south and west. The area is approximately 131.26' wide and 99.00' deep.

**Parcel 5:** A portion of the land owned by John & Adeline Position Living Trust, bounded by 7800 East Street to the north, 500 South Street to the east, and the proposed alleyway to the south and west. The area is approximately 103.89' wide and 102.60' deep.

**Record of Survey**  
**Timber Falls LLC Parcels**  
 Approx. 400 South 7800 East  
 Huntsville City, Weber County, Utah

**GREAT BASIN ENGINEERING**  
 8700 SOUTH 1475 EAST OGDEN, UTAH 84403  
 PH: 801-464-4412 FAX: 801-464-7544  
 WWW.GREATBASINENGINEERING.COM

**DATE:** June 2023

**1**

July 10, 2023

Name

Address

This is to inform you that Heidi Posnien and John Falls (the "Petitioners") are requesting that Huntsville Town vacate a portion of the Alley running South from 300 South between 7300 East and 7400 East. See the captured Weber GIS map below. The red rectangle indicates the portion of the Alley that is the subject of the Petitioners' request.

Huntsville Town requires that the Petitioners notify other property owners within 300 feet of the property to be vacated and obtain signatures of those agreeing to the request to vacate. The Town will schedule and hold a public hearing to adjudicate the matter that you may attend.

Please indicate your agreement to the Petitioners' request by adding your signature where indicate below. If you agree, please return your signature to Artie Powell. If you have any questions before the Public Hearing, please contact Artie Powell at [REDACTED]

---

I am in agreement with the Petitioner's request:

---

Name





**NOTICE OF PUBLIC HEARINGS OF THE TOWN COUNCIL  
OF HUNTSVILLE TOWN, THURSDAY, OCTOBER 5, 2023**

Huntsville Town hereby gives notice to all concerned parties that Huntsville Town has received a request to vacate a portion of the alley located at approximately 400 S. and 7350 East. The portion of the alley is approximately .20 acres or 8,370 square feet.

Please see enclosed map referenced by the legal description given below:

**PROPOSED ALLEY VACATION AREA**

A PART OF THE ALLEY IN BLOCK 9, PLAT "A", HUNTSVILLE TOWN SURVEY, BEING IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, HUNTSVILLE, WEBER COUNTY, UTAH.

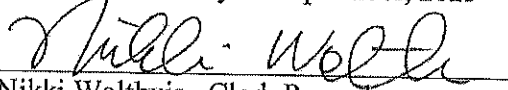
BEGINNING AT THE NORTHWEST CORNER OF LOT 8 BLOCK 9, OF SAID PLAT "A", WHICH IS; AND RUNNING THENCE SOUTH 01'19'32" EAST 264.49 FEET ALONG THE WEST LINE OF SAID LOT 8 AND LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 88'41'08" WEST 33.00 FEET ALONG THE SOUTH LINE OF SAID BLOCK 9 TO THE SOUTHEAST CORNER OF LOT 2, BLOCK 9, OF SAID PLAT "A"; THENCE NORTH 01'19'28" WEST 264.49 FEET ALONG THE EAST LINE OF SAID LOT 2 & LOT 3 TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE NORTH 88'41'21" EAST 33.00 FEET TO THE POINT OF BEGINNING. CONTAINING 8,730 SQ. FT.

Any protest to this request can be mailed to Huntsville Town, P.O. Box 267, Huntsville, UT 84317, no later than 4:00 p.m. on October 5, 2023. A Public Hearing to discuss this matter is scheduled to take place on October 5, 2023 at 6:00 p.m. at the Ogden Valley Library, 131 South 7500 East, Huntsville, Utah. All interested persons shall be given the opportunity to be heard.

All interested parties are invited to attend.

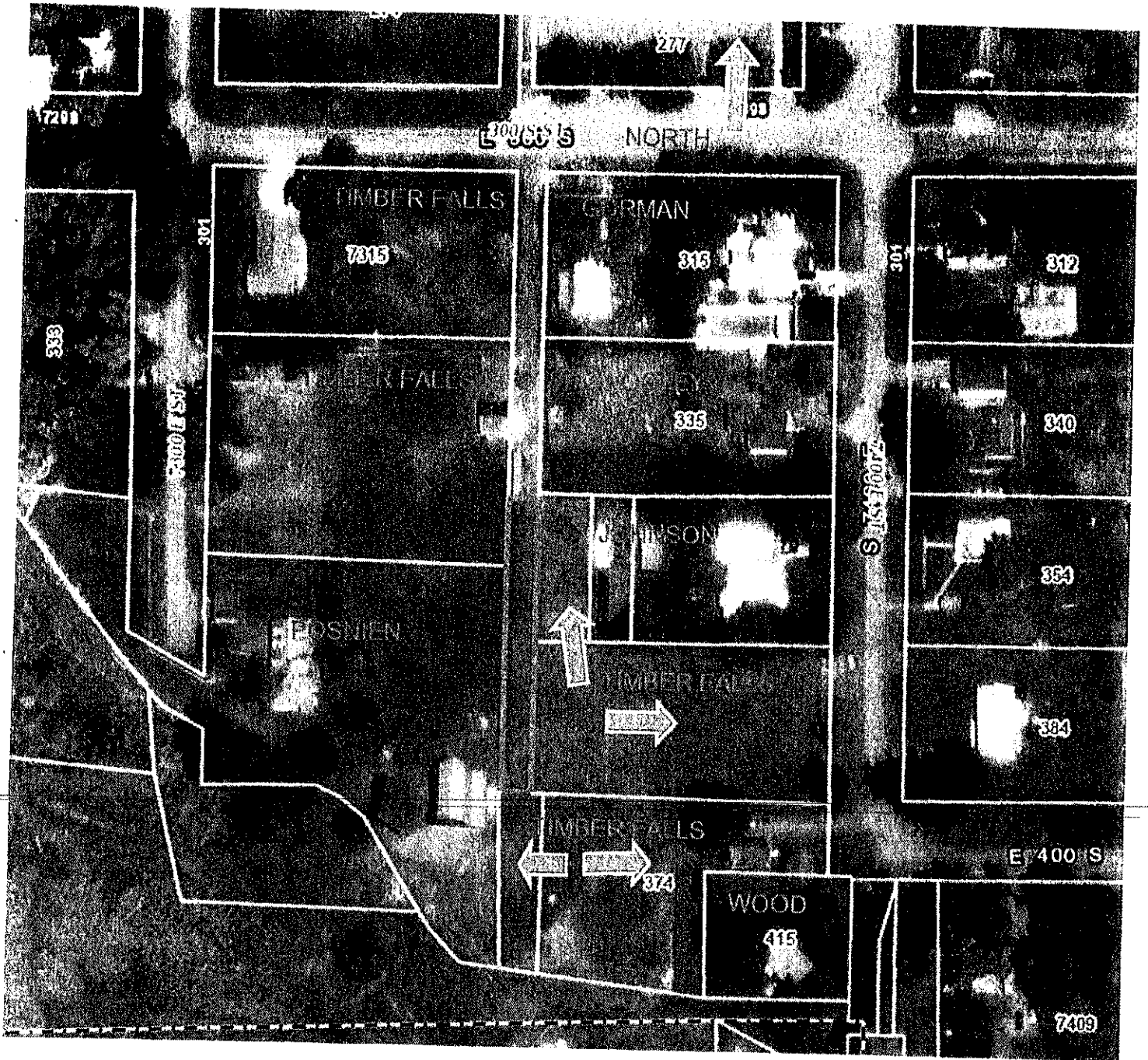
Posted: Huntsville Town Office  
Huntsville Post Office  
[www.huntsvilletown.com](http://www.huntsvilletown.com)  
[pnn.utah.gov](http://pnn.utah.gov)

Dated this 22<sup>nd</sup> day of September, 2023

  
Nikki Wolthuis, Clerk Recorder

**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 recorder of Huntsville Town, hereby certify that foregoing agenda was duly published, or posted at 1) Town Hall 2) Huntsville Post Office 3) [www.huntsvilletown.com](http://www.huntsvilletown.com) 4) [www.pnn.utah.gov](http://www.pnn.utah.gov)



July 26, 2023

Richard Sorensen, Mayor  
Huntsville Town, Utah

Dear Mayor Sorensen,

Heidi Posnien and John Falls (the "Petitioners") submit the following request to the Huntsville Town Council (the "Council") to vacate a portion of the Alley running south from 300 South between 7300 East and 7400 East. See the description, enclosed map, and survey for details of the subject property. If the Council determines to honor the Petitioners' request, the vacated property in its entirety will revert to Heidi Posnien.

Current Platt maps for Huntsville Town (the "Town") indicate an alley running southward from 300 South and terminating at the private property owned by Timber Falls, LLC, parcel 240230029. The Alley is approximately 33 feet wide, and the portion of the Alley that is the subject of this request is approximately 264.5 feet long, 8,730 square feet or 0.20 acres. This portion of the Alley borders private property owned or controlled by Heidi Posniein or Timber Falls, LLC (John Falls). No other private property abuts this portion of the Alley. However, this portion of the Alley shares a corner with property owned by the Woolleys, parcel 2400110014.

Older Platt maps indicate that the Alley was to run from 300 South to 400 South. However, the portion of 400 South running between 7300 East and 7400 East was the subject of a 1960 court case, Civil No. 35743, Weber County Second District Court, between the Town and a previous property owner, Rhoda E. Posnien. In that case, the judge ruled in favor of the plaintiff, Ms. Rhoda Posnien, stating that this portion of the road "has never been opened to public use, but [has] been, ***together with the lands contiguous thereto***, in the

*Posnien/Falls Request*

continuous and exclusive possession of the plaintiff and her predecessors in interest.” As a result, the judge ruled, “the plaintiff . . . is the owner in fee simple of the above-described real property and adverse claims of the defendants . . . are hereby adjudged and decreed to be invalid and groundless.” (See attached final court judgment, Posnien Judgement S6659 R671 Case 35743; emphasis added). The attached survey indicates that this portion of 400 South is vacated.

The portion of the Alley that the Petitioners request be vacated shares a common history with the portion of 400 South that the court determined belonged to the plaintiff. This portion of the Alley has never been open to the public and has been “in the continuous and exclusive possession” of the property owners adjacent to this portion of the Alley, historically the Posnien family, and currently Heidi Posnien and Timber Falls.

Furthermore, this Alley does not provide access to the shoreline of Pineview Reservoir and is unique among other alleys in Town. Where most, if not all alleys in Town run from one designated road to another, this Alley currently dead ends at the parcel 240230029. If the Town vacates the subject portion of the Alley, the Alley would dead-end farther north, at the corner of Parcels 240110049 (Timber Falls) and 240110014 (Woolley’s). The Alley north of where the gate is currently would remain open to the public.

The Petitioners note that the Town recently vacated similarly situated property. Namely, a portion of 6700 East running South between parcels 241580002 and 240170007. And vacated an unused portion of 300 South between 7100 East and 7200 East to the owner of parcel 241480002.

The Petitioners have contacted the property owners within 300 feet of this position of the Alley:

*Posnien/Falls Request*

Deidre Gorman

Steve Wooley

Lewis Johnson

Becky Wood

A copy of the notice to these property owners is attached.

There are no public utilities located in this portion of the Alley. A secondary water line is located in the Alley running South from 300 South but terminates at the northernmost point of this portion of the Alley. Notwithstanding this, the Petitioners have notified the secondary water utility. See the attached copy of the letter to Huntsville Water Works.

An official survey of this portion of the Alley is attached.

Since this portion of the Alley is bordered on the South, East, and West by property owned by the Petitioners and since this portion of the Alley has never been open to the public, and serves no public purpose, neither the public interest nor any other person or property is materially harmed by the Town vacating the said property.

Therefore, for the reasons stated herein and supported by the attached documents, the Petitioners request that the Town vacate the described portion of the Alley and transfer ownership by Warranty Deed (or other appropriate means) to Heidi Posnien.

*Posnien/Falls Request*

---

Heidi Posnien  
PO Box 44  
374 S 7300 E  
Huntsville, UT 84317

---

John Falls, Timber Falls, LLC  
2807 Sinks Canyon Road  
Lander, WY 82520

Enclosures: 5 Attachments

GIS MAP OF ALLEY AND AREA

NOTICE TO SECONDARY WATER COMPANY (Copy)

NOTICE TO PROPERTY OWNERS (Copy)

Posnien Judgement S6659 R671 Case 35743

SURVEY, GREAT BASIN ENGINEERING (14N801 - John Falls Huntsville  
Signed; Available Electronically)

JULY 26, 2013

Cathy Stoker  
Huntsville Water Works

Ms. Stoker:

This letter is to notify you that Heidi Posnien and John Falls (the "Petitioners") are filing a petition with Huntsville Town to vacate a portion of the Alley running South from 300 South between 7300 East and 7400 East.

Enclosed is a map captured from Weber GIS depicting the portion of the Alley that will be the subject of the request. (The red rectangle on the map). A secondary water line runs down the Alley from 300 South terminating at a point on the northernmost line of the portion of the Alley that the Petitioners request be vacated. No secondary water lines (or any other utility lines) extend south beyond this termination point.

Once the Petitioners file their request, the Town Council will hold a public hearing to adjudicate the matter.

In the meantime, if you have any concerns or questions, please let me know.

Artie Powell  
  


Enclosure: GIS MAP OF ALLEY AND AREA





**NOTICE OF PUBLIC HEARINGS OF THE TOWN COUNCIL  
OF HUNTSVILLE TOWN, THURSDAY, OCTOBER 5, 2023**

Huntsville Town hereby gives notice to all concerned parties that Huntsville Town has received a request to vacate a portion of the alley located at approximately 400 S. and 7350 East. The portion of the alley is approximately .20 acres or 8,370 square feet.

Please see enclosed map referenced by the legal description given below:

PROPOSED ALLEY VACATION AREA

A PART OF THE ALLEY IN BLOCK 9, PLAT "A", HUNTSVILLE TOWN SURVEY, BEING IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, HUNTSVILLE, WEBER COUNTY, UTAH.

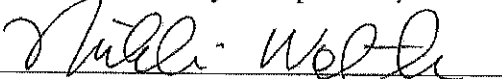
BEGINNING AT THE NORTHWEST CORNER OF LOT 8 BLOCK 9, OF SAID PLAT "A", WHICH IS; AND RUNNING THENCE SOUTH 01°19'32" EAST 264.49 FEET ALONG THE WEST LINE OF SAID LOT 8 AND LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 88°41'08" WEST 33.00 FEET ALONG THE SOUTH LINE OF SAID BLOCK 9 TO THE SOUTHEAST CORNER OF LOT 2, BLOCK 9, OF SAID PLAT "A"; THENCE NORTH 01°19'28" WEST 264.49 FEET ALONG THE EAST LINE OF SAID LOT 2 & LOT 3 TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE NORTH 88°41'21" EAST 33.00 FEET TO THE POINT OF BEGINNING. CONTAINING 8,730 SQ. FT.

Any protest to this request can be mailed to Huntsville Town, P.O. Box 267, Huntsville, UT 84317, no later than 4:00 p.m. on October 5, 2023. A Public Hearing to discuss this matter is scheduled to take place on October 5, 2023 at 6:00 p.m. at the Ogden Valley Library, 131 South 7500 East, Huntsville, Utah. All interested persons shall be given the opportunity to be heard.

All interested parties are invited to attend.

Posted: Huntsville Town Office  
Huntsville Post Office  
[www.huntsvilletown.com](http://www.huntsvilletown.com)  
[pnn.utah.gov](http://pnn.utah.gov)

Dated this 22<sup>nd</sup> day of September, 2023

  
Nikki Wolthuis, Clerk Recorder

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 recorder of Huntsville Town, hereby certify that foregoing agenda was duly published, or posted at 1) Town Hall 2) Huntsville Post Office 3) [www.huntsvilletown.com](http://www.huntsvilletown.com) 4) [www.pnn.utah.gov](http://www.pnn.utah.gov)





September 22, 2023

Mailing Address  
P.O. Box 267  
Huntsville, UT 84317

Phone  
801.745.3420

Web  
[www.huntsvilletown.com](http://www.huntsvilletown.com)

Mayor  
Richard Sorenson

Town Council  
Bruce Ahlstrom  
Kevin Anderson  
Sandy Hunter  
Arite Powell

Town Clerk/Recorder  
Nikki Wolthuis  
Shannon Smith

Treasurer  
Sheree Evans

Attorney  
Bill Morris

To Whom It May Concern:

Huntsville Town hereby gives notice to all concerned parties that Huntsville Town has received a request to vacate a portion of the alley located at approximately 400 S. and 7350 E. The portion of the alley is approximately .20 acres or 8,730 square feet.

Please see enclosed map referenced by the legal description given below:

Proposed Alley Vacation Area

A part of the alley in Block 9, Plat "A", Huntsville Town Survey, being in the Northwest Quarter of Section 18, Township 6 North, Range 2 East, Salt Lake Base and Meridian, Huntsville, Weber County, Utah.

Beginning at the Northwest corner of Lot 8 Block 9, of said Plat "A", which is; and running thence South 01°19'32" East 264.49 feet along the west line of said Lot 8 and Lot 1 to the Southwest corner of said lot 1; thence South 88°41'08" West 33.00 feet along the South line of said Block 9 to the Southeast corner of Lot 2, Block 9, of said Plat "A"; thence North 01°19'28" West 264.49 feet along the East line of said Lot 2 & Lot 3 to the Northwest corner of said lot 3; thence North 88°41'21" East 33.00 feet to the POINT OF BEGINNING.

Containing 8,730 sq. ft.

Any protest to this request can be mailed to Huntsville Town, P.O. Box 267, Huntsville, UT 84317, no later than 4:30 p.m. on October 5, 2023. A Public Hearing to discuss this matter is scheduled to take place on October 5, 2023 at 6:00 p.m. at the Ogden Valley Library, 131 South 7500 East, Huntsville, Utah. All interested persons shall be given the opportunity to be heard.

Dated this 22nd day of September, 2023

Nikki Wolthuis  
Huntsville Town Clerk



Weber County Commissioners  
2380 Washington BLVD  
Ogden, UT 84403

Weber School District  
5320 Adams Ave  
South Ogden, UT 84403

Steve and Chelsey Wooley  
335 S. 7400 E.  
HUNTSVILLE UT 84317

Weber County Fire District  
David Austin  
2023 W. 1300 N  
Farr West, UT 84404

Century Link  
431 26<sup>th</sup> Street  
Ogden, UT 84401

LEWIS AND PAMELA JOHNSON  
361 S. 7400 E  
HUNTSVILLE UT 84317

Rocky Mountain Power  
Attn: Annexations  
PO Box 400  
Portland, OR 97207

Wasatch Front Regional Council  
295 N. Jimmy Doolittle Road  
Salt Lake City, UT 84116

BECKY D. WOOD  
PO BOX 117  
HUNTSVILLE, UT 84317

Huntsville Waterworks  
PO Box 283  
Huntsville, UT 84317

United States Post Office  
3680 Pacific Avenue  
Ogden, UT 84401

Mayor Richard Sorensen  
PO Box 401  
Huntsville, UT 84317

Rocky Mountain Power  
PO Box 25308  
Salt Lake City, UT 84125

Ogden Valley Planning Commission  
Attn: Laura Warburton  
2380 Washington Blvd. Ste #240  
Ogden, UT 84401

Questar  
2947 Washington Boulevard  
Ogden, UT 84401

Heidi Posnien  
PO BOX 44  
Huntsville, UT 84317

Dominion Energy Utah  
C/O CT Corporation  
1108 East South Union Avenue  
Midvale, UT 84047

John Falls, Timber Falls LLC  
2807 Sinks Canyon Road  
Lander, WY 82520

Freedom Broadband  
PO Box 856  
Eden, UT 84310

Deirdre A. Gorman  
PO BOX 74  
HUNTSVILLE UT 84317

**HUNTSVILLE TOWN  
ORDINANCE NO. 2023 10-05**

**ORDINANCE TO VACATE 7350 E. 400 S. RIGHT-OF-WAY**

**AN ORDINANCE OF HUNTSVILLE TOWN, UTAH, VACATING A PORTION OF THE RIGHT-OF-WAY AT APPROXIMATELY 7350 E. AND 400 S.; LEGISLATIVE FINDINGS; DECLARATION OF VACATION; QUIT CLAIMING THE PROPERTY WITHIN THE VACATED PORTION OF SAID RIGHT-OF-WAY; RESERVING A RIGHT-OF-WAY FOR UTILITIES THAT MAY NOW EXIST IN SAID PORTION VACATED; DIRECTING THE TOWN CLERK TO RECORD THIS ORDINANCE IN THE OFFICE OF THE COUNTY RECORDER; AND PROVIDING THE EFFECTIVE DATE OF THIS ORDINANCE.**

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

**WHEREAS**, the Town received a request to vacate a portion of the alleyway or ROW at approximately 7350 E. and 400 S. located in the Town;

**WHEREAS**, the right-of-way to be vacated is set forth in Exhibit "A attached hereto and incorporated herein by this reference;

**WHEREAS**, in accordance with Utah Code §10-9a-208, the Town gave notice, as provided in State Law, of the Public Hearing which was held on October 5, 2023, and notice was also provided to the owner of record, affected entities, and posted at least ten (10) days before the Public Hearing;

**WHEREAS**, the County Recorder is now requiring this written Ordinance to vacate the right-of-way and the Town Council enters its findings determining that good cause exists to vacate, that such action would be in the best interest of the Town, and there is no detriment to public interest;

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

**Section 1: Findings.**

In accordance with State Law, the Town Council makes and enters the following findings to support the vacating to the public right-of-way:

1. That the Town finds that the required notice for this Ordinance to vacate and held the Public Hearing required by State Law has been given and the Public Hearing has been duly held.
2. That the public health and safety is best served by vacating a portion of the alleyway or ROW at approximately 7350 E. and 400 S as identified in Exhibit "A" because **[insert**

here the Town Council findings why public health and safety served by vacating this ROW].

3. That vacating of a portion of the alleyway or ROW at approximately 7350 E. and 400 S is not detrimental to any legitimate public interest because [insert here the Town Council findings why the public interest served by vacating this ROW].

**Section 2: Declaration Vacating Right-of-way.**

That a portion of the public right-of-way of 7350 E. and 400 S as legally described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference is hereby vacated.

**Section 3: Quit Claim.**

The Town hereby relinquishes and does quit claim the right-of-way vacated by this Ordinance to the adjoining property owners.

**Section 4: Reservation.**

The Town hereby reserves an easement of adequate size to service, maintain, relocate, or replace any utilities that remain within the right-of-way vacated by this Ordinance.

**Section 5: Authorization.**

The Town Clerk is authorized and directed to cause a copy of this Ordinance to be recorded in the office of the Weber County Recorder.

**Section 6: Effective Date.**

This Ordinance shall become effective immediately upon publication or posting, after final passage.

PASSED AND ADOPTED by the Town Council on this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

RECORDED this \_\_\_\_ day of \_\_\_\_\_, 2023.

PUBLISHED OR POSTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

**CERTIFICATE OF POSTING**

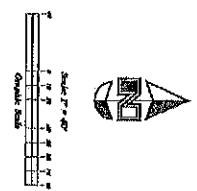
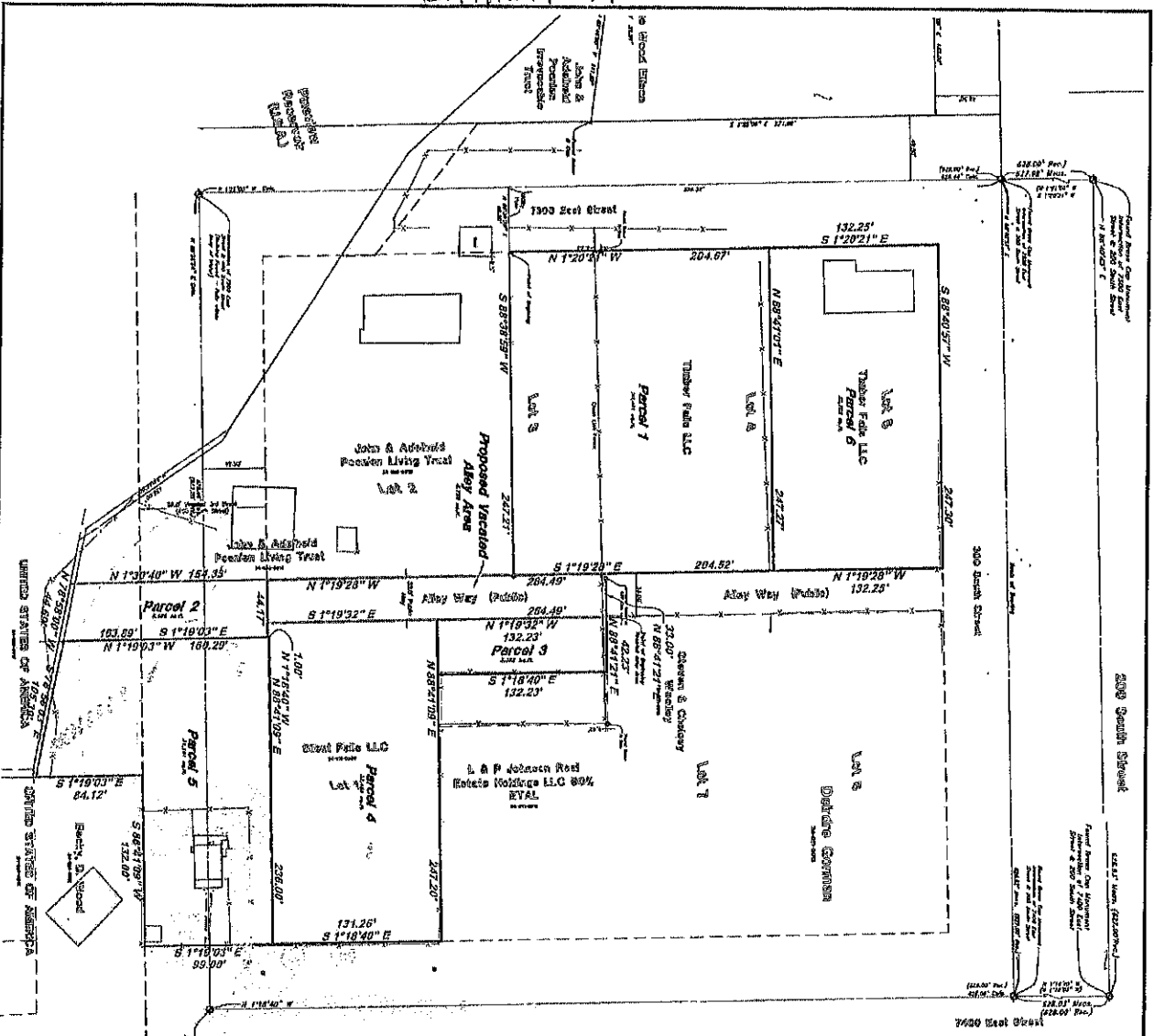
In accordance with Utah Code §10-3-713, 1953 as amended, I, the Town Clerk of Huntsville  
Town, Utah, hereby certify the foregoing Ordinance was duly adopted and posted at:  
1) \_\_\_\_\_, 2) \_\_\_\_\_, and 3) \_\_\_\_\_ on the above  
referenced dates.

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

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



# Exhibit A



### ABSTRACT

This abstract was prepared by John D. Wood for the purpose of providing the boundaries of the parcels of land shown on the attached plat. The abstract was prepared by measuring the corners of the parcels and by comparing the bearings and distances of the lines of the parcels with the bearings and distances of the lines of the original survey. The abstract was prepared by measuring the corners of the parcels and by comparing the bearings and distances of the lines of the parcels with the bearings and distances of the lines of the original survey. The abstract was prepared by measuring the corners of the parcels and by comparing the bearings and distances of the lines of the parcels with the bearings and distances of the lines of the original survey.

### BOUNDARY DESCRIPTIONS

**Parcel 1**  
 Parcel 1 is a part of Lot 4, Block 2, Map 21, Mountain View, Mountain View, Utah, being more particularly described as follows:  
 The boundaries of Parcel 1 are: on the east, the East line of 7900 East Street, and being 204.67 feet long; on the south, the South line of Parcel 1, and being 204.67 feet long; on the west, the West line of Parcel 1, and being 204.67 feet long; on the north, the North line of Parcel 1, and being 204.67 feet long.

**Parcel 2**  
 Parcel 2 is a part of Lot 1, Block 2, Map 21, Mountain View, Mountain View, Utah, being more particularly described as follows:  
 The boundaries of Parcel 2 are: on the east, the East line of 7900 East Street, and being 204.67 feet long; on the south, the South line of Parcel 2, and being 204.67 feet long; on the west, the West line of Parcel 2, and being 204.67 feet long; on the north, the North line of Parcel 2, and being 204.67 feet long.

**Parcel 3**  
 Parcel 3 is a part of Lot 2, Block 2, Map 21, Mountain View, Mountain View, Utah, being more particularly described as follows:  
 The boundaries of Parcel 3 are: on the east, the East line of 7900 East Street, and being 204.67 feet long; on the south, the South line of Parcel 3, and being 204.67 feet long; on the west, the West line of Parcel 3, and being 204.67 feet long; on the north, the North line of Parcel 3, and being 204.67 feet long.

**Parcel 4**  
 Parcel 4 is a part of Lot 3, Block 2, Map 21, Mountain View, Mountain View, Utah, being more particularly described as follows:  
 The boundaries of Parcel 4 are: on the east, the East line of 7900 East Street, and being 204.67 feet long; on the south, the South line of Parcel 4, and being 204.67 feet long; on the west, the West line of Parcel 4, and being 204.67 feet long; on the north, the North line of Parcel 4, and being 204.67 feet long.

**Parcel 5**  
 Parcel 5 is a part of Lot 5, Block 2, Map 21, Mountain View, Mountain View, Utah, being more particularly described as follows:  
 The boundaries of Parcel 5 are: on the east, the East line of 7900 East Street, and being 204.67 feet long; on the south, the South line of Parcel 5, and being 204.67 feet long; on the west, the West line of Parcel 5, and being 204.67 feet long; on the north, the North line of Parcel 5, and being 204.67 feet long.

### SURVEYORS CERTIFICATE

I, John D. Wood, a duly licensed and sworn Surveyor of the State of Utah, do hereby certify that the foregoing abstract and boundary descriptions were prepared by me or under my direct supervision and to the best of my knowledge and belief they are true and correct. I am a duly licensed and sworn Surveyor of the State of Utah, and I am a member of the Utah Surveyors Association.

**MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING**  
**Thursday, September 21, 2023, 5:00 p.m.**  
**Huntsville Town Maintenance Bldg., 165 South 7500 East, Huntsville**

Name	Title	Status
Richard L. Sorensen	Mayor	Present
Bruce Ahlstrom	Council Member	Present
Kevin Anderson	Council Member	Present
Sandy Hunter	Council Member	Present
Artie Powell	Council Member	Present
Beckki Endicott	Clerk	Present
William Morris	Legal Counsel	Present
Nikki Wolthuis	Clerk	Present

**Citizens:** Sheree Evans – Treasurer, Amber Sadlier, Will Strauss, Laurie Moss, Lisa Woolsey, Ron Gault-Water Board Chair, Rex Harris-Town Hall Construction Manager

**Zoom:** Mayor Sorensen, TCM Sandy Hunter, Attorney Bill Morris, Wade Budge, Steve Starks

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

2-Pledge of Allegiance led by TCM Kevin Anderson

3-Opening Ceremony given by TCM Artie Powell

4-Public Comments: No public comments.

5-Sheriff's Report: No report.

6-Presentation of Ragnar Race

Amber Sadlier and Will Strauss of Ragnar Race series came to explain how the 2024 Ragnar race would impact Huntsville Town. Ragnar is a 200-mile relay starting in Logan and ending at Brighton Resort. Exchange point #9 will be at Huntsville Park on June 7th. Runners and their support vehicles will be coming through town between 2pm and 9pm. There will be 55 vehicles at the most at one time with 4:30 pm. being peak time. (See Attachment #1) TCM Powell cautioned the race organizers to reserve the bowery so there aren't any conflicts with other events going on in the park that day. Mayor Sorensen hopes the Ragnar race will compensate the Town for its impact. Reps for Ragnar said they could donate to a veteran's memorial or other charitable cause. Mayor Sorensen suggested a donation to the Town Hall/Community Center or the Aldous Cabin restoration. Amber and Will explained that a fundraiser related to the race is another way to earn money for the Town. Mayor Sorensen asked them to fill out an event form and get the bowery rented.

7-Discussion and/or Action on Resolution 2023-9-21 to accept the Starks' Annexation Petition

Mayor Sorensen invited Town Attorney Bill Morris to talk about the two annexations. Attorney Morris presented the proposed annexation of the McKay Meadows property. Steve Starks, owner of McKay Meadows LLC was given an opportunity to speak. He started by explaining the reason for rezoning the property from RE-20 which allows 2 homes per acre to A-3 which allows 1 home per 3 acres. He said that changing the zoning will preserve open space. Both parcels are around 3.5 acres each. (See Attachment #2)

Starks' attorney Wade Budge explained that this property is the entrance to the Town, and it is advantageous to the Town to rezone. TCM Powell asked what options they have in accepting or rejecting the petition. Attorney Budge clarified that accepting the petition does not mean the TC approves the annexation, it just continues the discussion.

TCM Hunter had a question of how many water connections were asked for. Three connections were requested.

Starks explained the vision for the property. He could build 2-3 homes on the property in the future when his children grow up and will need a home of their own. That would be several years down the road. He explained that the property zoned RE-20 was more expensive because of the possibility of more dense housing. He desires open space and will rezone to A-3 as requested by the Town.

Mayor Sorensen asked about their property north of the current proposed annexation. Starks explained that they were not interested in annexing that property now. The parcel goes around another parcel and creates a peninsula, and they did not want to add that to the petition. He said that of the 35 acres that they own they are proposing 4 total homesites. Attorney Morris also explained that the 21-acre parcel to the north is not currently on the Town's Annexation Expansion Map and they wouldn't be able to annex it in at this time.

**TCM Ahlstrom motioned to accept Resolution 2023-09-21. TCM Hunter seconded it.** TCM Powell made a comment that although Starks has done all the requirements for annexation, he still feels strongly about the need to limit annexations so as not to overburden the water plant. **Roll call vote. Four votes Aye. One vote Nay. Votes reflected below. Motion passes.**

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

8- Discussion and/or action on Resolution 2023-07-20 to accept the Lowe Annexation Petition

Lisa Woolsey was there to represent Lowe Properties because Dr. Lowe had an emergency and could not be there. She said they had done all that was required to apply and reapply for

annexation, including complying with the new noticing requirements. Lisa answered questions about acreage and water shares. (See Attachment #3) Attorney Morris explained that the road doesn't count in the total acreage of the parcel. There was a discussion about how many lots could be made from the parcel plus a road.

Mayor Sorensen mentioned a meeting held between property owners next to the Lowes and himself and Attorney Morris. The property owners decided to combine parcels and petition together, but the Lowes ended up deciding to move forward alone. Lisa explained they were 3 months into the process and combined with the engineering costs they had already incurred they were going to move ahead without the others.

Mayor Sorensen explained that water is a big concern. Lonny is already on the water system and will not need another connection. The Lowes have been promised one water connection from an earlier agreement and they will need 2-3 more.

The TC discussed the Lowes having enough land for 4 lots and a road. Lisa explained that the Lowes believe there is enough acreage for 4 lots. Attorney Morris explained that they will need to dedicate enough property to the Town to build the road.

TCM Anderson asked if there was an advantage for the Town in annexing all three properties (Lowes, Baileys, and Mosses) at once. Attorney Morris explained that there was an advantage because of the noticing requirements. Adding all the properties at once would cut down on the workload. It would also save all the other property owners money for the cost of the petition and the survey.

TCM Hunter recalled Dr. Lowe saying in the July 20th TC Meeting that there was an agreement between he and Lonny Bailey regarding using their driveway to access the subdivision. If the three property owners don't go in together to annex, the driveway agreement doesn't make sense. Lisa Woolsey said they are getting ahead of themselves with that conversation. Those details would be worked out in a future subdivision ordinance. If they can't get four lots then they will go with the three, but that is to be determined in the future.

**TCM Ahlstrom motioned to approve Resolution 2023-7-20 to accept the Lowe Annexation Petition. Mayor Sorensen seconded it.** TCM Anderson asked if Bruce could amend the motion to include wording to ensure the subdivision will be created under the A-3 zoning and that the water shares offered would be subject to the number of lots allowed under that zoning. **TCM Ahlstrom approved the amended motion. Mayor Sorensen seconded it. Roll Call Vote. Votes reflected below. Motion passes 3-2.**

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

CM Sandy Hunter		X		
CM Artie Powell		X		

9- Discussion and/or action on approving the Annexation Policy Plan Map.

Attorney Morris explained that an additional layer was added to the river bottoms area of the Annexation Policy Plan Map and is explained in the Map Legend by an asterisk. **(See Attachment #4)** The layer indicates an A-20 zoning that was proposed to protect the Town water resources. TCM Hunter asked to clarify the A-20 zoning. TCM Anderson said it was 1 home per 20 acres. Mayor Sorensen explained that the zoning was proposed at the previous meeting to protect the Town in case they were forced to annex that property when the other city is incorporated. With their limited water resources, it was important to designate zoning that would limit the number of water connections needed in the future. Part of the property is currently zoned RE-20 allowing 2 homes per acre.

TCM Anderson was concerned about the wording in the Map Legend and questioned whether the water connections allowed were subject to how many were available or subject to the A-20 zoning? TCM Ahlstrom asked for clarification about the Town's obligations in providing water connections to anyone in the Town Boundaries. TCM Powell explained that according to the zoning designation in a subdivision the Town is required to offer as many connections as there are lots.

TCM Anderson wanted to change the wording on the map legend to communicate that the water is limited, so the water shares in this zone are limited to 1 per 20 acres. TCM Hunter questioned how they were going to guarantee that this land that is now zoned at RE-20 in unincorporated Weber County will be annexed into the Town under an A-20 zoning? Attorney Morris explained that they would have to put that in the annexation ordinance. Attorney Morris advised the TC to get the Planning Commission to work on creating the A-20 zone right away. Weber County already has one and the PC could look at it and adjust it to work for the Town.

TCM Anderson commented on vested rights. He and Attorney Morris discussed how the Town could protect itself. They recalled that under 10-9a-509 vested rights are limited if there is a pending change to an ordinance. Attorney Morris explained that the Town would be guaranteed protection if a public hearing was held, and it was noticed on the public noticing website.

TCM Hunter revisited the subject of annexing the McKay Meadows property. She recalled that in some earlier conversations about the Annexation Policy Plan that there was a desire for the Town to create a buffer on the Town's borders. Including all of the McKay Meadows property on the Annexation Expansion Map would ensure low-density housing around the Town's border. Mr. Starks has already said he only wanted to put 1-2 homes on the 21-acre property to the north and would only need one water connection from the Town.

**Attorney Bill Morris left the meeting at 6:07 pm.**

It was pointed out that including that 21-acre parcel in the annexation map would create a peninsula. Starks' attorney Wade Budge made that point earlier in the meeting. Not all TC Members agreed that it was a peninsula. The TC discussed adding Susan McKay's property to the map as well.

The TC was interested in adding the northern McKay Meadows property to the Annexation expansion map and wondered if Mayor Sorensen could discuss it with Mr. Starks. Adding the 21-acre parcel to the map would have conditions based on their plan of building only 1-2 homes. **TCM Anderson motioned to include the McKay Meadows 21-acre parcel, #210070012 north of the Town boundary line in the Annexation Expansion Map conditioned upon and subject to a prior agreement from Starks that the property would be limited in terms of development even beyond the A-3 zoning consistent with what they have agreed to do with the property in the city and that water connections would be limited to the number of lots they have agreed to. TCM Ahlstrom seconded the motion. Roll Call vote. Votes reflected below. Motion passes 4-1.**

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

10. Discussion and/or action on approval of minutes for Town Council Meeting 9-7-23

**(See Attachment #5) TCM Sandy Hunter motioned to approve the minutes for Town Council Meeting September 7, 2023. TCM Powell seconded the Motion. All votes Aye. Motion passed.**

11. Discussion and/or action on Water Rate Increase.

Ron Gault, Town Water Board Chair presented a slideshow explaining Huntsville's water budget. **(See Attachment #6)** Costs that were discussed included plant depreciation, inflation, costs of employees, paying for water rights, and payments on the plant loan. Revenue sources include water hookup fees, interest income, and a grant. The grants are not fixed revenue because you cannot always count on them. Future projects that need completion were also considered in the water system's overall cost. Based on the math done by balancing the costs versus revenue a 15% water increase was suggested. **TCM Anderson motioned to approve a 15% increase per month in water rates.** TCM Hunter asked if it was enough? Ron Gault said that they could revisit the issue again next year. TCM Hunter wondered if a 20% increase would be more likely to cover their costs. TCM Powell cautioned about doing too big of an increase. Mayor Sorensen suggested they make smaller increases rather than big ones. There may be some out there on a tighter budget. TCM Anderson restated his earlier motion. **TCM Ahlstrom seconded the motion. All votes Aye. Motion passed.**

Mayor Sorensen suggested the presentation be put on the website to explain the rate increase. Ron wanted more time to fix the wording. Shannon and Nikki were tasked with posting Ron's presentation.

After the discussion, it was noted that the ordinance tied to the water rate had not been approved. **TCM Anderson amended the motion to approve Ordinance 2023-09-21 and add a 15% rate increase to the water rate chart after suggestions by Ron Gault. TCM Ahlstrom seconded the motion. Roll Call Vote. Votes reflected below. Motion passed.**

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

12. Discussion and/or action on Resolution 2023-09-14 Interlocal Agreement for Code Enforcement (See attachment #7)

Mayor explained the Town needs an outside code enforcement officer to handle the increasing number of complaints in the Town. Mayor Sorensen asked Nikki Wolthuis, clerk, to read the resolution. **TCM Ahlstrom motioned to approve Resolution 2023-09-14. TCM Hunter seconded the motion.** TCM Powell asked how many hours per month would be spent on code enforcement and how that would be monitored. TCM Hunter and Mayor Sorensen recounted their conversation with the county and stated that it would not be more than 3-5 hours per month and it will be part of the regular billing. Mayor Sorensen explained how important it was to get an outside enforcement officer and gave a recent example to illustrate that. **Roll call vote. Votes reflected below. Motion passed.**

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

12. Discussion and/or action on the selling of the Town lots.

The gentlemen wanting to discuss purchasing the Town property did not contact the Town to further the discussion. **Mayor Sorensen motioned to table the issue. TCM Powell seconded the motion. All votes Aye. Motion passed.**

13. Discussion and/or action on the approval of the Town Hall Community Center bid.

Rex Harris, Town Hall Construction Manager, explained the bidding process from the pre-bid meeting attended by 16 builders to prequalification and opening of the bids earlier in the day. He presented a chart showing the 4 different bids that came in. **(See Attachment #8)**

He also discussed finance options and building specifics. TCM Powell asked if it had been decided what to do with the CDBG grant that would not get used. Mayor Sorensen stated that Wendy McKay was looking into that. He also explained that there were two different grants. One is a CDBG grant and the other a RAMP grant. TCM Anderson asked Rex his opinion of the quality of the builders who bid. The top bidder was Maddox Construction and they have done many commercial projects. He explained that the Town will accept the lowest qualified bid. Anderson is concerned about the high interest rate on loans right now. The Town will need a loan to guarantee they have the funds to cover the extra costs that are expected. He wondered what other resources the Town has for funding. TCM Hunter reminded him about the legislative committee that resident and state representative Jason Kyle was on that could help us. Rex also mentioned he had a few people come to him interested in donating to the project. The TC discussed the Town lots being available to sell if necessary. Mayor Sorensen explained all the funds that had been raised including private donations, grants, and the money from the sale of the old town hall.

With TCM Anderson's concerns they debated whether to have more public input. Should they have a public hearing? Rex explained that they are in a time crunch to get the building started before winter is here again. TCM Powell wondered if the time for public input was past. From what he has seen in his profession TCM Anderson knows how things can go wrong. He is concerned about proceeding without enough public input. TCM Hunter was optimistic that they could find the money. Rex explained some of the extra costs. One is the \$250,000 that will be needed for unfinished work. They are planning on a 20% contingency that might be high, but they need to be prepared to cover it just in case. Mayor Sorensen agreed with TCM Hunter and explained that there was a good representation of qualified people from the Town who provided input. Rex feels like it is a good business decision to move ahead rather than go back to the public for more input. After further debate TCM Anderson felt more optimistic about going forward. TCM Powell felt that the building plan was elaborate, and they are building something they want rather than something they need. Mayor Sorensen asked what amount TCM Powell would consider an appropriate amount for the building. He explained that it was not so much the cost that he was concerned about, but the need for that much space to run the Town. He doesn't think Huntsville Town needs 10,000 ft. of office space and there are other resources in Town for community gatherings.

The TC discussed the procedure for seeking financing and awarding a contract.

**Mayor Sorensen motioned to approve the lowest bid from Maddox Construction of \$2,099,509.00 and continue to seek financing from Zion's Bank for up to \$500,00 for construction and extra costs that come up and pursue more funding to cover the loan debt. TCM Hunter seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 4-1.**

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



**Mayor Sorensen** commented on bids that had come in on the Aldous Cabin roof. He is waiting for a few more before making a decision.

**TCM Bruce Ahlstrom** wanted to discuss code enforcement of alleyways. He suggested that before they do any enforcement that they send out plenty of notice. TCM Artie Powell agreed that residents should be given plenty of time, even months to comply before taking any action. Mayor Sorensen suggested a work session be scheduled in the near future to discuss the issue.

**TCM Artie Powell** is working on a proposal to give to the Valley Park Board asking for donations to fix the Aldous Cabin. As soon as all the bids come in, he will finish that up.

**TCM Sandy Hunter** asked for news for the monthly newsletter. TCM Powell asked if a notice about park board volunteers could be placed again. TCM Hunter asked the TC if they could pay for 2 plaques to be placed in the two trees dedicated to Doug Allen and Jim McKay in the park. The total amount would be around \$120. TCM Powell wondered if a more permanent solution would be better. TCM Hunter agreed with that idea, but for now while the trees are small the plaques are a satisfactory solution. The TC gave their approval.

**TCM Ahlstrom motioned to approve the bills for August. TCM Anderson seconded the motion. All votes Aye. Motion passed.**

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

**Meeting adjourned at 8:28 p.m.**

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Nikki Wolthuis, Town Clerk

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# Huntsville Town Skatepark Discussion

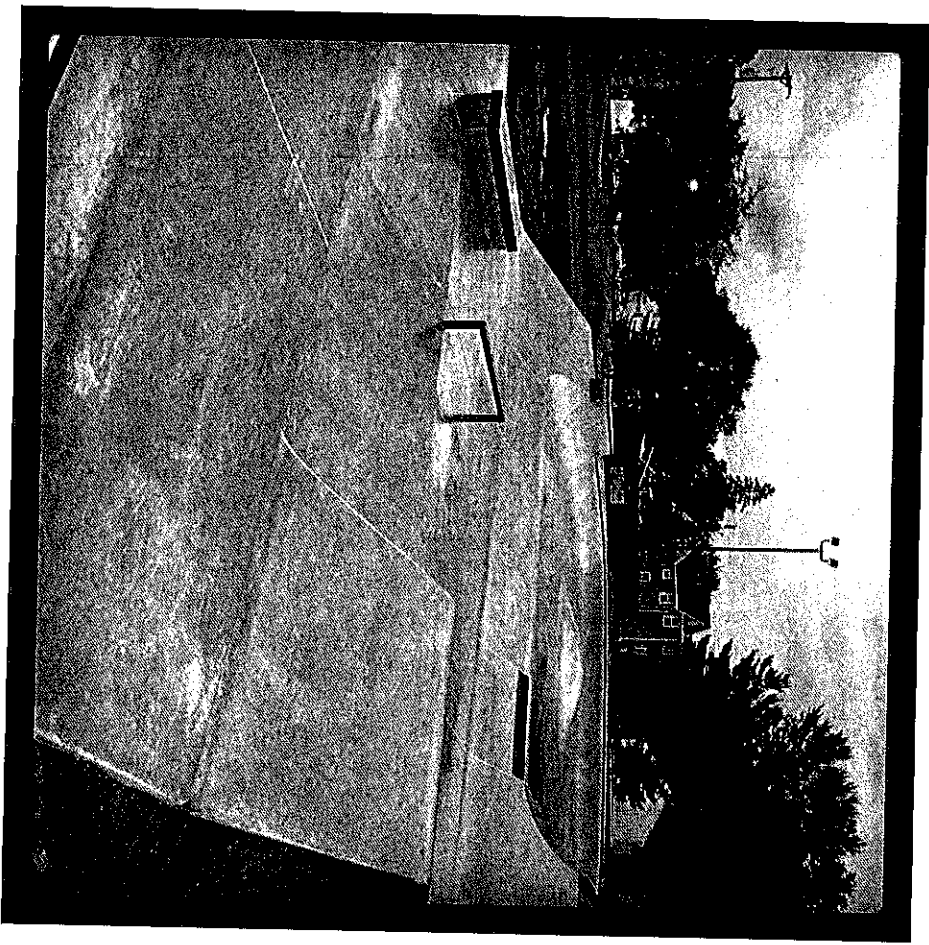
— (A Wheeled-Park Discussion) —

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# Vision

- "Skate spot" (6000 sq ft or less)
- Designed for beginner/intermediate wheeled-sports participants
- Concrete (designed and built by proven professionals)
- Free to the public
- Max capacity 20-30

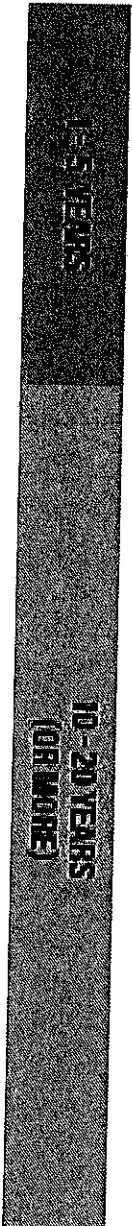


## **Why Huntsville Town?**

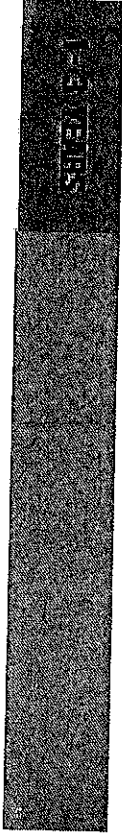
- To support local businesses.
  - To continue in the practice/character of Huntsville to bring people in from all over the valley and surrounding areas for recreational activities and celebrations.
  - Huntsville is the central leader of the valley, especially in the arts.
  - To add to the recreational quality of the sports park (soccer, baseball, tennis), in close proximity to the playground and library.
-

DEVELOPMENT  USAGE  MAINTENANCE  REMOVAL

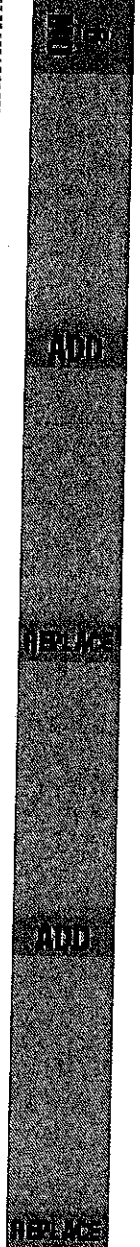
CONTEMPORARY PROFESSIONAL CONCRETE



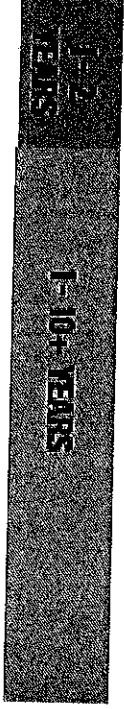
FORMAL DIY (CONCRETE)



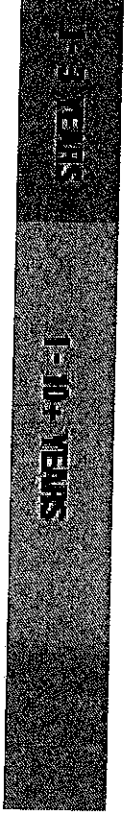
PERMISSION DIY/ COMMUNITY BUILD (CONCRETE/HYBRID)



INTERIM/SIMPLE SKATEPARKS (CONCRETE)



PREFABRICATED (METAL)



PREFABRICATED (WOOD)



\* This is a graphical representation illustrating the estimated life span of common skatepark types.

# Ogden Valley Skatepark Total Surface Area

## Recommendations

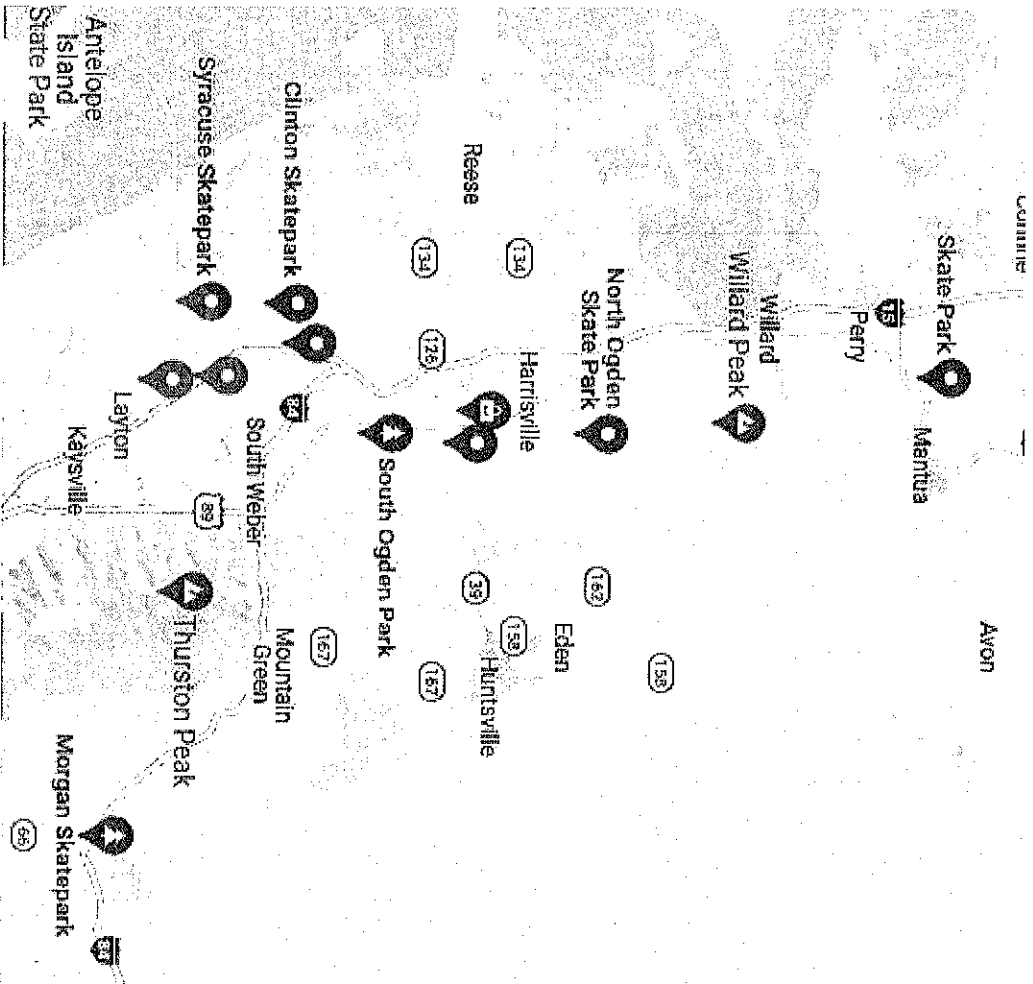
- 10,000 square feet per 25,000 residents is the recommended amount of space
- Ogden Metro Area population approx 700,000.
- Ogden Metro Area needs 280,000 square feet of skatepark space.



# Ogden-Clearfield Metro Area Skateparks

- North Ogden Skatepark (8360 ft<sup>2</sup>)
- Lorin Farr Skatepark (7300 ft<sup>2</sup>)
- South Ogden (20,000 ft<sup>2</sup>)
- Clearfield (15,000 ft<sup>2</sup>)
- Clinton (5000 ft<sup>2</sup>)
- Sunset (5130 ft<sup>2</sup>)
- Syracuse (12,635 ft<sup>2</sup>)
- Ellison Park (16,600 ft<sup>2</sup>)
- Morgan (8700 ft<sup>2</sup>)

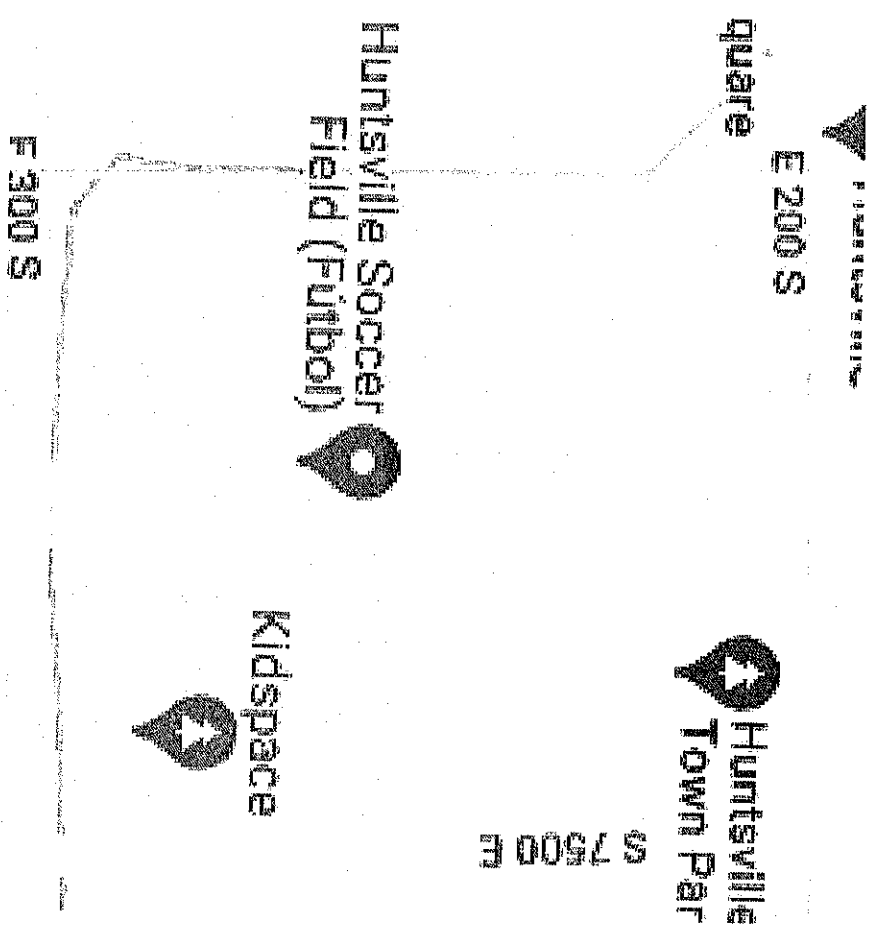
Total Square Feet: 98,725 ft<sup>2</sup>



# Location

Town basketball courts

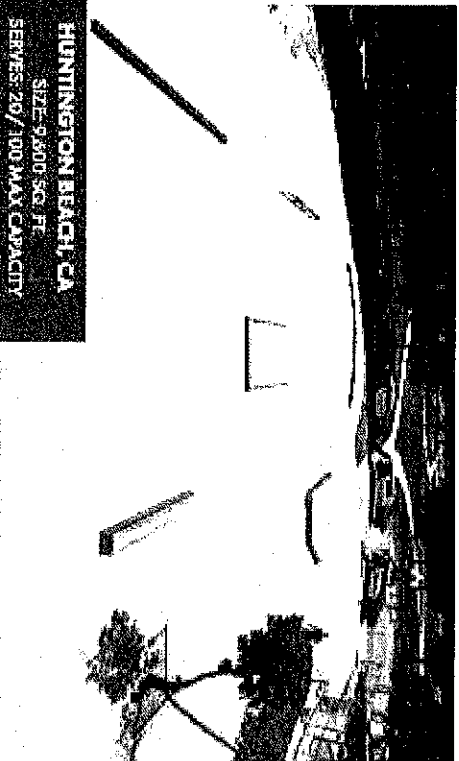
- Rarely used
- Cement slab already existing (cuts down on costs)
- Doesn't take away from existing natural space





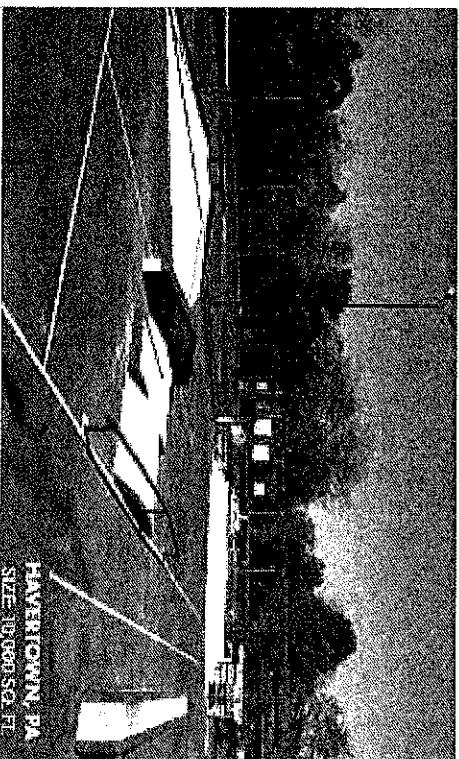
# Types of Skateparks Suitable for 6000 sq feet

**SIMPLE SKATEPARKS**



**HUNTINGTON BEACH, CA**  
SIZE: 9,800 SQ. FT.  
SERIES: 20 / 100 MAX CAPACITY  
COST: \$100,000  
\$1 / SQ. FT. (UPGRADED EXISTING SLAB)

**REUSED SPORT COURTS**



**HAVERTOWN, PA**  
SIZE: 10,000 SQ. FT.  
SERIES: 15 / 100 MAX CAPACITY  
COST: \$85,000  
\$9 / SQ. FT. (EXISTING COURT)

# Types of Skateparks Suitable for 6000 sq feet

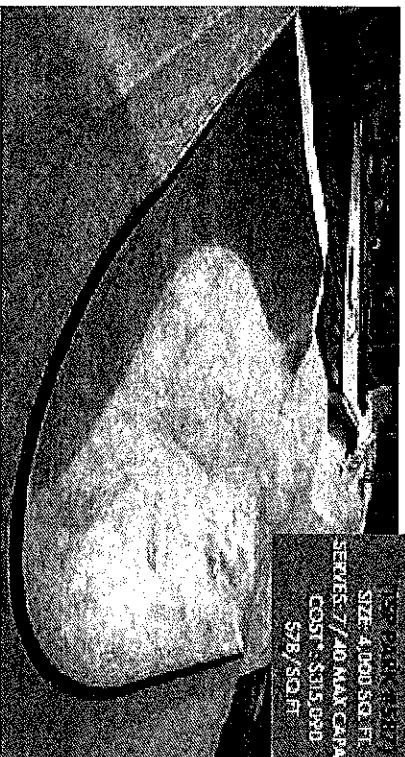
**SKATE DOT/SPOT**  
(1-5,000 SQ. FT.)



**LA GRANISE, IL**  
SIZE: 2,000 SQ. FT.  
SERVES: 5/20 MAX CAPACITY  
COST: \$12,648  
\$55/SQ. FT.



**SMALL SKATEPARK**  
(1-5,000 SQ. FT.)



**MEREDITH, NH**  
SIZE: 4,000 SQ. FT.  
SERVES: 7/40 MAX CAPACITY  
COST: \$319,990  
\$79/SQ. FT.

# Huntsville Town Skate Spot Vision

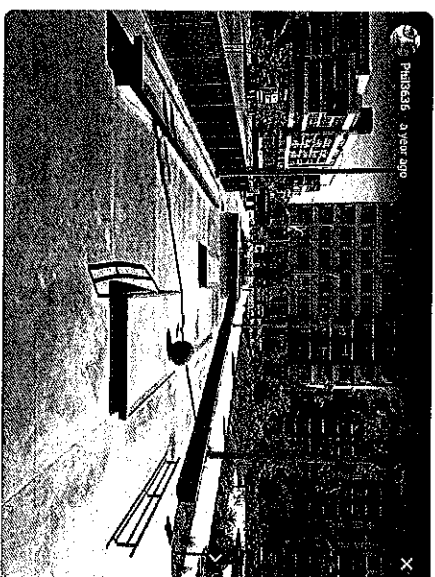
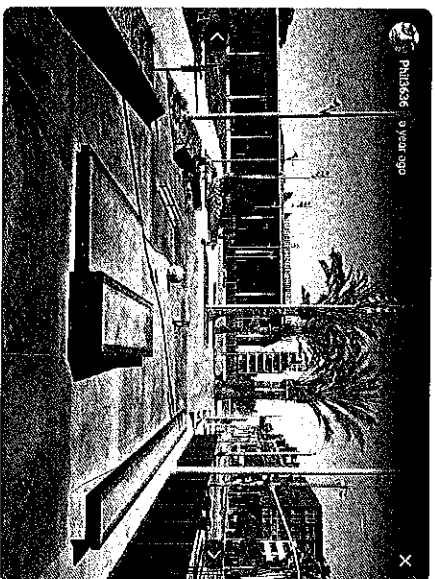
## Lincoln Park Skate Spot

Low barrier/no fences

Landscaping around

Concrete obstacles

This is a little over 3000 square feet



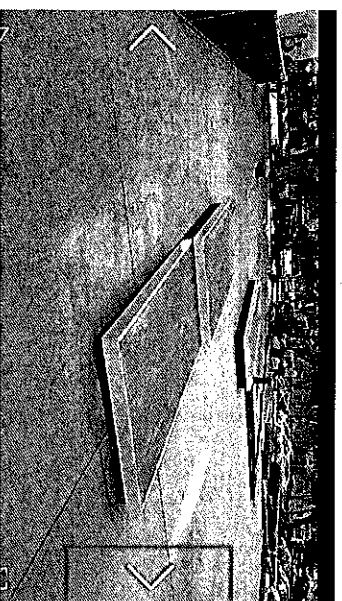
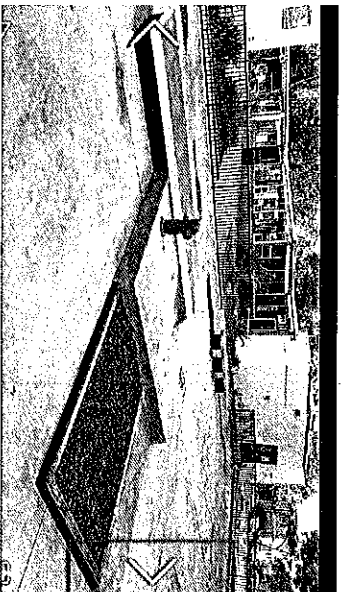
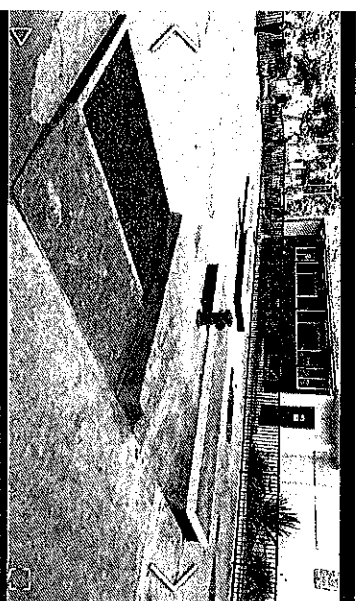
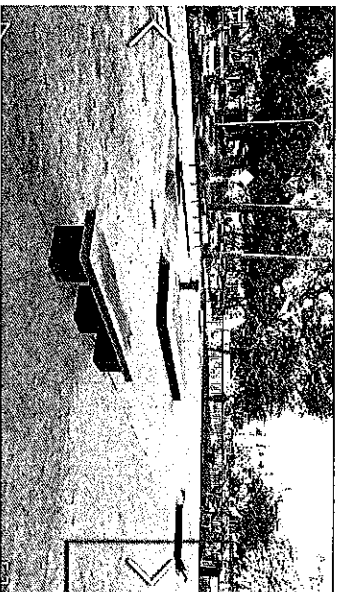
# Huntsville Town Skate Spot Vision

Cherry Park/Bixby  
Skatepark

Concrete obstacles

No transition

Park is very popular among professional and amateur wheeled-sports athletes.



# Professional Skatepark Design and Build



Holladay, Utah

- Spohn Ranch Skateparks
- California Skateparks
- New Line Skateparks
- Hunger Skateparks
- Team Pain
- etc

Google Search Results

# Funding Options

R.A.M.P.

Utah Outdoor Recreation Grant



**HUNTSVILLE TOWN RESOLUTION NO. 2023-10-04  
TOWN HALL CONSTRUCTION AGREEMENT**

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ADOPTING THE  
TOWN HALL CONSTRUCTION AGREEMENT WITH MADDOX  
CONSTRUCTION, LC.**

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

**WHEREAS**, the Town is in need for a new Town Hall;

**WHEREAS**, the Town seeks to enter the Construction Contract (“Agreement”) attached hereto as Exhibit “A” incorporated herein by this reference;

**WHEREAS**, the Town and Maddox Construction, LC, have negotiated a proposed Agreement for the construction of the new Town Hall;

**WHEREAS**, the Town desires to adopt the Agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of Huntsville Town, Utah, as follows:

**Section 1. Surplus.**

The Agreement set forth in Exhibit “A” and incorporated herein by this reference is hereby adopted. The Mayor is hereby authorized to execute said Agreement and any related documents to effectuate this Resolution.

**Section 2. Effective Date**

This Resolution is effective immediately upon passage and approval.

PASSED AND APPROVED by the Huntsville Town Council this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

## CONSTRUCTION CONTRACT

This Construction Contract ('Agreement') is entered into by and between the Town of Huntsville ("Client"), whose address is, 7381 E 200 S, PO Box 267, Huntsville, Utah 84317, and Maddox Construction, LC ("Contractor") whose address is 2785 West 9000 South, #104, West Jordan, Utah 84088, sometimes hereinafter referred to as the "Parties".

### ARTICLE 1: GENERAL PERFORMANCE / SCOPE OF WORK

Contractor agrees to perform the work described in this agreement ("Work") in accordance with generally accepted practices of the Contractor providing similar services under similar circumstances, and in accordance with any plans and specifications provided by Client. The Work to be performed by the Contractor under this Agreement is more fully described in Exhibit "A", which is attached hereto and incorporated into this Agreement.

LOCATION OF WORK: Huntsville Town Hall / Community Center

SCOPE OF WORK: Includes the "Construction Documents" identified in Article 17, paragraph and the Scope of Work attached hereto as Exhibit 'A'.

### ARTICLE 2: DATE OF COMMENCEMENT

There shall be a pre-construction meeting prior to the commencement of the Work to include the Contractor, Subcontractors, and Utilities, as needed. The commencement date and time for Contractor to begin Work on the Project to be determined by permit issuance.

### ARTICLE 3: CONTRACT SUM

Client agrees to pay Contractor, for completion of the Work, the lump sum amount of two million ninety-nine thousand five hundred and nine dollars only (\$2,099,509.00) ("Contract Sum"). The Contract Sum shall be payable in installment payments as the Work progresses. Client payments to Contractor shall in no event exceed the Contract Sum unless or by a written Change Order approved by the Client.

The Contract sum includes all costs and expenses necessary to fully perform and complete all Work including all soft costs and hard costs attributable to the Work, due diligence, travel, and subsistence.

### ARTICLE 4: CHANGE ORDERS

Client may, by written change order, modify the Work to be performed by the Contractor described herein and in Exhibit 'A' attached hereto. If such changes to the Work increase the cost of the Work to the Contractor, such costs shall be agreed to in writing prior to the Contractor commencing proposed modifications.

Contractor may, by written change order, modify the Work to be performed as described in Exhibit 'A' attached hereto. Unforeseen circumstances or any conditions may arise as Contractor performs the Work which are outside the scope of work contemplated by this Agreement and are necessary to be repaired/modified/fixed/completed in order for Contractor to achieve Final Completion.



## ARTICLE 5: PAYMENTS

- a. Deposit. To cover the purchase of materials required to complete the Work, a deposit in the amount of five percent (5%) of the Contract Sum shall be due and payable within five (5) business days after the execution of this Agreement. The amount of the deposit shall be one hundred four nine hundred seventy-five dollars and forty-five cents (\$104,975.45).
- b. Progress Payments. Based upon Applications for payment submitted to Client by Contractor, Client shall make progress payments to the Contractor. Unless specified otherwise:
  - i. Contractor shall submit monthly progress Applications for Payment to the Client.
  - ii. Contractor shall submit Applications for Payment to Client by the tenth (10<sup>th</sup>) of the month.
  - iii. Client shall issue payment on Contractor's Application for Payment within ten (10) business days.
- c. Final Payment. Shall be due fourteen (14) business days after the Final Completion has been achieved. Final Payment shall consist of the remaining Contract Sum, withheld retainage plus any and all outstanding balances remaining for any Change Orders (See 5c).
- d. Change Orders. Change orders will be invoiced by the Contractor at the time the work is commenced. The Client shall pay the invoice for any modifications within fourteen (14) business days. Any work that may be required which is outside the scope of the Work described in Exhibit 'A' must be approved in writing by the Client. Payment for Change Orders shall be as set forth in paragraph 5c of this Agreement.
- e. Disputes: Subject to Article 14, and for payments in dispute, Client shall notify the Contractor in writing of any dispute in the amount payable as invoiced by the Contractor. If in fact it is determined that the work has been completed properly and the billings are accurate, Client will be subject to any finance charge or any debt collection expense, including collection agency fees and reasonable attorney fees, on the amount of the invoice in dispute.
- f. Form of Payment: Payments shall be made in certified United States funds in the form of a cashier's check, money order, or personal check made payable to Maddox Construction, LC. Payments may be mailed or hand-delivered to 2785 West 9000 South, West Jordan, Utah 84088, Monday – Friday, 9:00 am – 3:00 pm. Alternate methods of payment may be arranged upon request, service fees may apply.
- g. Retainage: Client shall retain five per cent (5%) pending completion of the Work. Retainage shall be paid in accordance with Article 5, paragraph c.

**ARTICLE 6: FINAL COMPLETION**

Final Completion means that all Work has been completed in accordance with the Contract Documents and the Work associated with the project passed Final Inspection other than the Contractor's responsibility to correct Work as provided in Article 7, and to satisfy other requirements, if any, which extend beyond Final Payment. Final Completion date shall be determined by the parties at permit issuance.

**ARTICLE 7: CORRECTIONS TO WORK**

- a. Contractor shall promptly correct Work rejected by Client for failing to conform to the requirements of the Contract Documents, whether discovered before or after completion and, whether fabricated, installed, or completed. The cost of correcting such rejected work, including additional testing and inspections and compensation for Architect's services and expenses made necessary thereby, shall be at Contractor's expense.
- b. In addition to the Contractor's obligation under this Agreement, within one year of the date of Completion of the Work or designated portion thereof, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from Client to do so unless client has previously given the Contractor a written acceptance of such condition. Client shall give such notice promptly after discovery of the condition.
- c. The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.
- d. The one-year period for Correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this paragraph unless otherwise agreed upon in writing.

**ARTICLE 8: WARRANTIES**

The Contractor represents that it has the right to enter into this Agreement and further warrants:

- a. That the Contractor is qualified to do business and is properly licensed in the State of Utah to perform the Work provided for in this Agreement.
- b. That the Contractor shall intentionally and knowingly not violate any applicable laws, regulations, codes, and municipal ordinances and regulations effective where the Work is to be performed under this Agreement.
- c. That the Contractor shall warrant against any defects in workmanship and/or materials which were supplied by the Contractor for a period of one (1) year from the date of final completion of the Work.

**ARTICLE 9: INSURANCE AND BONDS**

The Client, Contractor, and all Subcontractors shall maintain all appropriate insurance during the construction phase of the project. Client, Contractor, and Subcontractors are required to carry full insurance with adequate policy limits for the Work, including, statutory worker's compensation, employer liability, comprehensive general liability, and automobile liability with minimum per occurrence of two million dollars (\$2,000,000.00) for personal injury, bodily harm, and property damage. The Contractor shall maintain the above insurance coverage in force until the completion of the entire Project of which the Work is a part. In accordance with Utah Code § 63G-6a-1103, Contractor shall deliver a payment bond in the amount of 100% of the Contract Sum.

- a. Certificate of Insurance. The Contractor shall furnish the Client with a Certificate of Insurance for all applicable policies and coverages.
- b. Bond: The Contractor shall provide Client with a Performance Bond in the amount to complete the scope of the Agreement
- c. Liability: The Contractor shall hold harmless, defend, and indemnify the Client for any liability claim, damages, or other cause in the performance of the Agreement and shall name the Client as an additional insured of any insurance related to this agreement.

**ARTICLE 10: PERMITS, FEES, AND NOTICES**

Contractor shall secure and Client shall pay for the building permit. The Client shall pay for all other permits, governmental fees, licenses, and inspections necessary for proper execution and completion of the work. Upon request, Contractor shall send Client a photocopy of all permits required in connection with the Work.

**ARTICLE 11: UTILITIES**

The Client shall provide access to and supply all utilities at the jobsite.

**ARTICLE 12: CLEAN-UP AND CARE OF MATERIALS**

The Contractor agrees to clean up and discard all debris, trash, and refuse generated by the Contractor's Work as more fully described in Exhibit 'A'. The contractor agrees to be diligent in the proper care of any materials supplied by the Client. Client may hold the Contractor liable for the value of materials damaged by the gross negligence of the Contractor.

**ARTICLE 13: TIMING**

Time is of the essence of this Agreement. The Contractor agrees to commence the Work and proceed with such Work to completion in accordance with the requirements described in Exhibit 'A' hereto, and to coordinate the Work and cooperate with others at the site of the Work. In the event completion of the Work contemplated herein is delayed by any cause beyond the reasonable control of the Contractor; including but not limited to, weather related conditions, the Contractor shall be granted an extension of time equal to said delay that directly impacts the progress of the Work. The Contractor agrees to meet dates agreed to between the Parties.

**ARTICLE 14: DISPUTE RESOLUTION**

General. Any and all disputes, claims or controversies between the Parties involving the interpretation of this Agreement, the acts, omissions, responsibilities, or obligations of either

Party arising out of or resulting from this Agreement shall be subject to mediation.

Good Faith Negotiations. It is the intent of the parties that any dispute be resolved informally and promptly through good faith negotiations between appropriate representatives of the parties whenever possible. In the event that a dispute arises which cannot be resolved, either party may initiate negotiation proceedings by delivering written notice to the other party of the dispute and a request to meet. Within three (3) business days of delivery of such written notice, a representative for each party having decision-making authority shall meet and confer in a good faith effort to resolve the dispute. In the event the parties cannot resolve their dispute, the parties agree to mediate the dispute in good faith before filing a claim in Court.

Legal Remedies. In the event the parties are unable to resolve their dispute through good faith negotiations or mediation and suit is initiated by either party, the prevailing party shall be fully compensated for the cost of its participation in such proceedings, including, but not limited to, the cost incurred for reasonable attorneys' fees and expert fees which may arise or accrue from enforcing this agreement or pursuing any remedy provided hereunder or by the statutes of the State of Utah whether such remedy is pursued by filing a suit, construction lien, or otherwise.

#### **ARTICLE 15: TERMINATION OR SUSPENSION**

Contract may be terminated by the Client or Contractor.

- a. Termination by Contractor: If Client fails to make Deposit for a period of five (5) calendar days following the date the payment is due, the Contractor may, upon five (5) additional calendar days and written notice to Client, terminate the Contract and recover from Client payment for work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit, and damages applicable to the Project.
- b. Termination by Client: Client may terminate the Contract if Contractor:
  - i. Disregards laws, ordinances, or rules, regulations, or orders from a public authority having jurisdiction; or
  - ii. Otherwise, is guilty of substantial breach or default of a provision of the Contract Documents.

#### **ARTICLE 16: HAZARDOUS MATERIALS**

The Contractor shall not cause or permit any hazardous material or substance to be brought upon, stored, or used in or about the Work site that is not related to the Work to be performed under this Agreement, without prior written consent of the Client. The Contractor shall immediately notify Client if it should discover any hazardous material or substance on or around the Work site.

#### **ARTICLE 17: GENERAL PROVISIONS**

- a. **Contract Documents.** The Contract documents consist of the Agreement, any pre-bid and post-bid documents, any pre-construction minutes or documents, scope of work, any plans, schematics, drawings, details, addenda, or other information to assist the Contractor with the Work. Any such documents above listed made shall be part of this entire Agreement by this reference.

- b. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah.
- c. **Severability and Survival.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- d. **Notices.** Any notices or other communication required under this Agreement shall be given in writing and delivered to the address which is indicated for each party beneath the executed signature lines hereto.
- e. **Force Majeure.** Neither party shall be liable for any failure to perform under this Agreement when such failure is due to causes beyond that party's reasonable control, including, but not limited to, acts of State or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquakes, accident, and prolonged shortage of energy. In the event of such a delay, any date stated herein shall be extended by a period of time necessary by both Contractor and Subcontractor. If the delay remains in effect for a period more than thirty (30) days, Contractor has the right to terminate this Agreement upon written notice to the Subcontractor.
- f. **Non-waiver.** The failure of either party to insist upon or enforce strict conformance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such party's right unless made in writing and shall not constitute any subsequent waiver or relinquishment.
- g. **Attorney Fees.** In the event that any action is filed in relation to this agreement, the non-prevailing party in the action shall pay to the prevailing party, in addition to all the sums that either party may be called onto pay, a reasonable sum for the prevailing party's attorney fees.

[This Space Intentionally Left Blank]

The Parties acknowledge that they have read this Agreement, including all Exhibits attached hereto, and accepts the Agreement in its entirety. The undersigned warrants that he or she has the authority to enter into this Agreement on behalf of the Contractor. This Agreement is valid as of the date of the signatures below.

Dated:

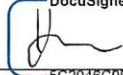
Dated: 10/2/2023

TOWN OF HUNTSVILLE

MADDOX CONSTRUCTION, LC

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Richard Sorensen  
Mayor  
7381 E 200 S  
PO Box 267  
Huntsville, UT 84317  
801-745-1792

DocuSigned by:  
  
5C2046C9D3BF4E7...  
John Maddox  
Managing Principal  
Maddox Construction, LC  
2785 W 9000 S, #102  
West Jordan, UT 84088  
[office@maddoxconstruction.net](mailto:office@maddoxconstruction.net)  
801-652-6915

Attest:

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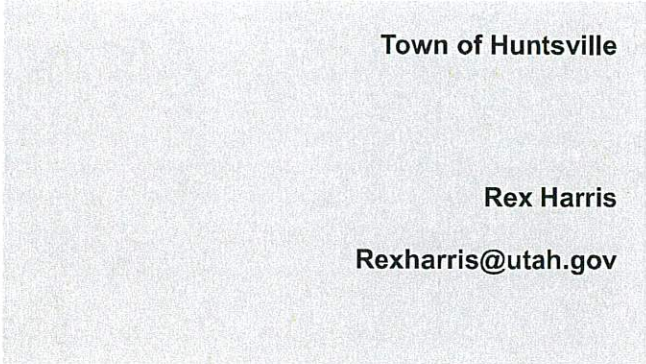
Town Clerk



Customer

Maddox Construction  
2785 W 9000 South Suite 104  
West Jordan, UT  
84088, US  
8016526915

Prepared By:  
Jen Strickland  
(801) 558-8969  
jen.strickland@maddoxconstruction.net



Project: Townhall/Community Center - Huntsville, UT

**Scope of Work**

Excavation

	Total Cost
31 23 16 - Excavation	\$ 74,132.28
SWPPP	\$ 6,480.00
02 32 16 - Material Testing	\$ 2,700.00
31 22 00 - Grading	\$ 19,980.00
33 10 00 - Water lateral	\$ 14,191.20
33 34 13 - Septic System	\$ 42,660.00
01 71 13 - Mobilization	\$ 7,560.00

Concrete

	Total Cost
Footing and Foundation	\$ 219,780.00
Concrete Slab - Patio -	\$ 14,256.00
ADA Ramp Side Wall	\$ 49,680.00

Wood Framing

	Total Cost
06 13 23 - Heavy Timber Framing	\$ 40,072.00
06 11 00 - Wood Framing	\$ 471,528.00

Roofing



Quote: 1018 / Date: 10/2/2023

	Total Cost
Roofing	\$ 81,787.00
Electrical	
	Total Cost
26 00 00 - Electrical	\$ 148,000.00
Building Insulation	
	Total Cost
07 21 00 - Thermal Insulation	\$ 25,164.00
Exterior Package	
	Total Cost
Exterior Finishes	\$ 229,900.00
Drywall	
	Total Cost
Drywall	\$ 56,106.00
Plumbing	
	Total Cost
Plumbing	\$ 57,752.00
Mechanical	
	Total Cost
HVAC	\$ 181,802.00
Fire Sprinkler	
	Total Cost
Fire Suppression	\$ 66,550.00
Painting	
	Total Cost
09 91 00 - Painting	\$ 39,420.00
Appliances	
	Total Cost





	Total Cost
11 30 13.13 - Residential Kitchen Appliances	\$ 4,536.00

Windows

	Total Cost
08 50 00 - Windows	\$ 35,640.00

Door package

	Total Cost
Doors	\$ 45,360.00

Flooring

	Total Cost
Carpet Squares	\$ 8,100.00
LVT	\$ 4,428.00

Cabinetry & Tops

	Total Cost
12 36 00 - Countertops	\$ 8,100.00
06 22 00 - Millwork	\$ 24,300.00

**Notes**

**Summary**

Subtotal	\$ 1,979,964.47
Bonding	\$ 49,499.11
Overhead	\$ 20,590.42
General Conditions	\$ 19,500.00
Supervision	\$ 29,955.00

**\$ 2,099,509**

Accepted By

Date

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