

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING
Tuesday, May 2, 2023, 6:30 p.m.
Huntsville Town Maintenance Office Building, 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	Excused

Zoom:

Citizens: Michelle Lyman, Lt. Garth Cowley, Sheree Evans – Treasurer, Ron Gault

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

2-Pledge of Allegiance led by Michelle Lyman.

3-Opening Ceremony given by TCM Bruce Ahlstrom.

4-Public Comments: There were none.

5-Sheriff's Report: Mayor Sorensen introduced Lt. Mark Cowley as the new senior officer in charge of the Valley. Lt. Cowley was raised in Huntsville and is happy to be serving Huntsville.

6-Iron Lung Event: (See Attachment #1) Michelle Lyman presented her application for the Iron Lung Event. Iron Lung is a bike race that starts in Huntsville Park and travels over Trappers Loop and then on to Big Mountain and back. Michelle started the race to support the high school cycling programs. She tried to raise enough money for the schools but keep it small enough to not impact residents too. The attendance is about 150 cyclists. They start at 6 a.m. in the morning and most riders are back by lunch. She contacts the neighbors to let them know of the early start which does have a bit of noise. The race uses the LDS church parking lot and sets up the night before. The road at 7400 East does not close the entire day, just for the start of the race. The race safety plan is attached. This year the race is scheduled for July 15th. Huntsville will collect a flat fee of \$500 from Iron Lung.

TCM Sandy Hunter motioned to approve the Iron Lung Event for Huntsville Park on July 15th, 2023. TCM Artie Powell seconded the motion. All votes Aye. Motion passed.

7-Discussion and/or action on Town Council Work Session January 31, 2023, Town Council Meeting February 2, 2023, Town Council Work Session March 2, 2023, and Town Council Meeting March 2, 2023. (See Attachment #2, 3, 4, 5) **TCM Kevin Anderson motioned to approve the Town Council Work Session Minutes for January 31, 2023, as amended.** TCM Bruce Ahlstrom seconded the motion. All votes Aye. Motion passed.

8-Discussion and/or action on adoption of Resolution 2023-5-2-A: Restricting Use of Funds for the New Town Hall to a PTIF account. (See Attachment #6) Attorney Morris drafted this

resolution to reassure donors who wanted to donate money to the Town Hall that their money would be exclusively used for the Town Hall. This account would be used for any donation made to the Town Hall funds.

TCM Powell wanted to know about what would happen to funds that were collected above and beyond what was needed for the Town Hall construction. The resolution states the funds can be used for operation expenses at the new Town Hall. The Town Council members were quick to point out that there will be many expenses associated with the Town Hall construction, including landscaping, furniture, etc.

TCM Anderson motioned to adopt Resolution 2023-5-2-A: Restricting Use of Funds for the New Town Hall to a PTIF account. TCM Sandy Hunter seconded the motion. All Votes Aye. Motion passed. Votes are reflected below.

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 adoption of Resolution 2023-5-2-B: Amendments to Interlocal Agreement with Utah Local Government Trust. (See Attachment #7) Huntsville contracts with Utah Local Government Trust to carry liability insurance. The trust has historically covered small municipalities but is now experiencing growth with special service districts. The trust was created in 2006 with small cities and Towns in mind. The Trust would now like to change their board structure to reflect most customers or membership coming from the special service districts. Beckki stated Attorney Morris has reviewed the changes to the bylaws and has approved the changes.

The council members discussed the reasons for the change in growth with the Trust. TCM Ahlstrom said most of the board for ULGT is from special servicing districts. They discussed the seven members of the board that could be expanded to up to 15 members. TCM Ahlstrom also called the contact for the trust and asked why they would want board seats to be filled by individuals not coming from municipalities or special service districts. The contact stated they would like to have some expertise from the insurance industry on board to make sure all aspects of the insurance and claims process are handled properly. The board can only hold less than a third of its members from outside the special service districts and municipalities. TCM Ahlstrom suggested he might want to attend the board meeting for the Utah Local Government Trust.

TCM Anderson motioned to adopt Resolution 2023-5-2-B: Amendments to Interlocal Agreement with Utah Local Government Trust. TCM Sandy Hunter seconded the motion. All votes Aye. 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			

10-Discussion and/or action on adoption of Resolution 2023-5-2-C: Independent Contract with Thom Summers for Water Services. (See Attachment #8) Gary Probasco, Mayor Sorensen, Ron Gault and Steve Benjamin met with Thom Summers to see if his company could provide some of the services that Gary has been doing. Gary would like to retire. Steve Benjamin does not want to take over looking at residential leaks. Thom Summers wrote a list of services that he could provide. His company provides services for many water systems in the Valley. The fees in the contract were quoted by Thom Summers. Mayor Sorensen commented that Mack DeVries will be doing most of the blue staking. When Mack DeVries is unavailable, Thom Summer can take responsibility. Also, David Richardson, who also works for Davis County Water will be working on the GPS tracking. Thom Summers can help with this task if David is not able to do this task.

The retainer fee for Thom Summers is \$1500. Steve Benjamin stated to Ron Gault he believed this was a very fair price. This is the price that Steve Benjamin is being paid for another system in the Valley.

TCM Bruce Ahlstrom motioned to adopt Resolution 2023-5-2-C: Independent Contract with Thom Summers for Water Services subject to changes made by Ron Gault and the approval of our attorney, Bill Morris. TCM Sandy Hunter seconded the motion. Roll Call Vote. All votes Aye. Motion passed. Votes are reflected below.

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

11-Discussion and/or action on approval of Ordinance 2023-2-23: Breezeways. (See Attachment #9) The public hearing was held on this ordinance on March 23rd. TCM Hunter summarized the Planning Commission had recommended approval of this ordinance. There was only one mention of "Breezeways" in the Huntsville Town Ordinances. It was in the non-complying parcels and dwellings. The Planning Commission wanted to ensure separate dwellings in other sections of the code. Additions to the main home could not be breezeways which could create separate dwellings. The PC wanted this posted in other sections of the code, not just non-conforming parcels, and dwellings. The Planning Commission recommends this change being added to the R-1 and A-3 zones.

TCM Anderson asked if the current wording on this ordinance conflicted with the internal ADU ordinance the State of Utah required all cities and towns to provide for in their municipalities.

The Town Council discussed the internal ADU ordinance and other scenarios where additions would be considered. The discussion regarding detached garages was detailed. TCM Powell stated he was under the impression that if someone had an unattached garage, the property owner was restricted on the amenities they could add to the home. TCM Hunter stated the PC and TC talked about restricting amenities for may a year or more. Beckki added there was a public hearing on the matter. Residents overwhelmingly did not want such an ordinance and the amenity restrictions on accessory dwellings never passed.

TCM Hunter went on to explain Huntsville's code does allow for accessory buildings but by definition the accessory buildings must be accessory to the main house and must not be rented out. The code does not restrict the amenities that can be added to those accessory buildings, but the accessory building's main purpose must not be a dwelling. The accessory building could be a barn or a garage, but not the main living quarters or rented out.

TCM Powell asked why the Town Council should be concerned about a breezeway attached to the house if there are already guidelines for accessory buildings. TCM Sandy Hunter responded that residents are taking their existing home and adding another home to the property and attaching them together with a breezeway. The main intent of this ordinance is to prevent property owners from adding another home to the property with a breezeway and calling it an "addition" when it is a separate dwelling unit.

The Town Council worked together to clarify the language:

A non-complying dwelling unit located in the residential zone shall not be added to or enlarged if the addition or enlargement is a separate dwelling attached to the single-family dwelling with a breezeway or extension of the roof. Such additions or enlargements shall be considered to be separate dwellings and are prohibited. Nothing in this ordinance shall be construed to allow two dwelling units to be built on a single residential lot regardless of whether the structures are attached by a breezeway, roof extension or other attachment.

TCM Anderson pointed to the language and suggested this could be interpreted broadly to make the Internal ADU ordinance out of step with Utah State code requirements. TCM Sandy Hunter suggested adding a reference at the end to the internal ADU ordinance and add "except as allowed in 15.18.5." These adjustments will have to be added to all the appropriate sections of the Huntsville Town code.

TCM Anderson wanted to make a comment. In the past he has been a strong opponent of condominiums and recognizes the following comments will not be consistent with his views in the past. He expressed concern about the future of Huntsville, that is too expensive for young families. TCM Ahlstrom stated that older residents cannot afford to stay in their homes because of taxes. They would be able to afford to stay in their homes if they could rent their accessory buildings and extra rooms. These are issues to think about for the future.

TCM Sandy Hunter motioned to approve Ordinance 2023-2-23: Breezeways with the amendments made by the Town Council. TCM Artie Powell seconded the motion. Roll Call Vote. Four votes Aye. One vote Nay. Motion Passed. Votes are reflected below.

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

12-Discussion and/or action on approval of Ordinance 2023-5-2-A: Franchise Agreement with All West for Television. (See Attachment #10) Beckki was contacted by All West to provide television services. They presented a franchise agreement which was reviewed by Attorney Morris. Bill Morris advised the town to adopt the contract. After some time, the Town would be able to collect a franchise tax for the agreement.

TCM Bruce Ahlstrom motioned to approve Ordinance 2023-5-2-A: Franchise Agreement with All West for Television services. TCM Sandy Hunter seconded the motion. Roll Call Vote. All votes Aye. Motion passed. Votes are reflected below.

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			

13-Discussion and/or action on Ordinance 2023-5-2-B: Amending Title 8.3, the number of members required for the tree committee. (See Attachment #11) TCM Sandy has been the chair of the tree committee since 2011. She is reorganizing the committee with some new volunteers. After reviewing the ordinance, she does not see a need to have five voting members on the committee. She believes three volunteers on the board will be adequate. This requires an ordinance change.

TCM Anderson motioned to approve Ordinance 2023-5-2-B: Amending Title 8.3, the number of members required for the tree committee. TCM Bruce Ahlstrom seconded the motion. Roll Call Vote. All votes Aye. Motion passed. Votes are reflected below.

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			

Huntsville Town has 100 trees to plant at the park and around the Town. The tree committee is already working on the planting. There is a desire to plant trees in memory of Doug Allen and former Mayor Jim McKay. The Town Council discussed plaques that could be placed on a tree for a ceremony.

14-Discussion and/or action on appointments to the tree committee. (See Attachment #12)

Mayor Sorensen would like to appoint Jodi Richardson, Clint Hartmann and Deanne Smith to the tree committee. Liz Poulter will continue to serve on the committee. TCM Hunter has communicated with all the suggested members. **TCM Sandy Hunter motioned to approve Jodi Richardson, Clint Hartmann and Deanne Smith as three new members to the tree committee.** TCM Bruce Ahlstrom seconded the motion. All votes Aye. Motion passed. Votes are reflected below.

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			

15-Discussion and/or action on pre mitigation plan with Weber County. TCM Bruce Ahlstrom is currently working on a new plan. He explained the process and gave some details about what the new plan would entail.

TCM Sandy Hunter motioned to table this item. TCM Anderson seconded the motion. All votes Aye. Motion passed.

16-Discussion and/or action on Town cleanup day for May 13. TCM Artie Powell has three projects planned for the Town cleanup. Bark will be added to the playground. Dave Jenkins and Clint Hartman are coordinating the bark. John Bowen and Dale Maxwell will be looking at the stage and repairing the skirting to the stage. It is not in good shape. Branches will be picked up at the homes on the side of the road. Mayor Sorensen suggested that it would be good to clean up and pressure wash the bowery's. The turkeys have enjoyed the bowery's during the winter months.

17-Discussion and/or approval of purchase and installation of Mini split HVAC units for town hall office, history library, and maintenance shed office. Mayor Sorensen would like to install air conditioning in the town hall office, history library and maintenance shed office to make them more tolerable for summer. The lowest bid for each unit is \$3,000. He is looking for additional bids. **Mayor Sorensen motioned to approve up to \$12,000 for air conditioning units for the town hall office, history library and maintenance shed office.** TCM Sandy Hunter seconded the motion. Mayor Sorensen stated that Sheree Evans suggested they use the money from capital improvements. She added the expense to the amended budget.

Roll Call Vote. All votes Aye. Motion passed. Votes are reflected below.

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

18-Discussion and/ or action on purchase of toilet paper holders for park restrooms. Mayor Sorensen proposed replacing the toilet paper holders for the park restrooms. They are industrial grade. There are 10 units to replace. It will cost approximately \$750. **Mayor Sorensen motioned to approve up to \$1000 for new toilet paper holders.** TCM Bruce Ahlstrom seconded the motion. Roll Call Vote. All votes Aye. Motion passed. Votes are reflected below.

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			

TCM Artie Powell would like to bring together a crew to paint the restrooms. They will coordinate with the installation of the toilet paper rolls.

19-Department Updates:

1. Aldous Cabin: The roof and the chinking on the Aldous Cabin need immediate repair. TCM Bruce Ahlstrom was concerned about repairing the historic structure. The TC members provided some ideas for repair and resources that can help him repair the cabin.
2. Roads: Mayor Sorensen suggested that the Town schedules a time to sweep the roads. The snow piles are still high. He suggested checking with Weber County to see if they could contract with us. TCM Ahlstrom will continue to work on potholes. There are many potholes that were caused by the fiber optic installation. Beckki suggested that they loop Jared Anderson into the conversation so they can make contact with All West.
3. Election Conventions: TCM Hunter would like to see additional advertisement for the conventions. Mayor Sorensen suggested an additional mailer. Beckki will see about sending out a postcard.
4. Water Meeting: TCM Anderson reported that the secondary water meeting voted for a rate hike. Since employee salary increases are happening in this department, it is becoming necessary to raise water rates.
5. Secondary Water: Gary is going to repair the value in the secondary water line. This will delay the spring secondary water turn on until the middle of May.
6. Standing Water: TCM Artie Powell reported that standing water attracts mosquitos and residents need to be aware to clear these areas on private property.

7. 4th of July Parade: Savannah Swift has contacted Mayor Sorensen. She is being contacted by those interested in the parade. Savannah is not over the parade, and she is wondering who the contact should be. TCM Sandy Hunter will work on getting a chairperson for the 4th of July parade.
8. Ice Shack: Mayor Sorensen stated that Luann Carver volunteered to run the ice shack on the 4th. He reminded us that Pepsi has a contract for celebration.
9. Huntsville Swag: The Town Council discussed the 100th year anniversary of the incorporation. There is a desire to commission hats and t-shirts. TCM Powell would like to see a kickoff of the 100th anniversary on the 24th of March. Other events were suggested to go along with the 100th anniversary. TCM Anderson would like to see a kickoff for the Town Hall and the fundraising effort on the 4th of July.

TCM Artie Powell discussed some important issues facing the Town Council regarding the 4th of July. He stated it has been hard to get volunteers to run the games at the parks. The TC agreed that games in the park are a difficult assignment. TCM Artie Powell suggested opening games to whomever wanted to run a game, just like they open the booths. The 4th of July does not break even for the event. The TC has eliminated the "money makers" from the day. The money makers of the past were breakfast and auctions. If the TC decides to expand the 4th to break even or make money, it will draw the crowds. If the 4th was kept simple, it will continue to be an expense. The TC members discussed various aspects of the celebration regarding making the budget work.

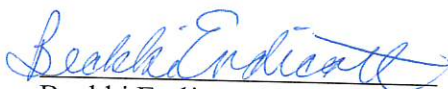
TCM Anderson volunteered to handle the cleanup for the day. Beckki reminded the TC that they need to reserve the DJ. There was a suggestion for line dancing for the fireworks event. TCM Artie Powell has secured a couple of bands for the event.

20-Approval of the Bills, Mar and April 2023. **TCM Sandy Hunter motioned to approve the bills for March and April 2023. TCM Bruce Ahlstrom seconded the motion.** Roll Call Vote. All votes Aye. Motion passed. Votes are reflected below.

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			

TCM Sandy Hunter motioned to adjourn. TCM Ahlstrom Bruce Ahlstrom seconded the motion. All votes Aye.

Meeting is adjourned at 9:40 p.m.


Beckki Endicott, Town Clerk

IRON LUNG RIDE

July 15th, 2023

This document contains the following information:

Safety Plan

Bicycle Route Plan

Vehicle Plan (Traffic Control)

Volunteer Plan

Signal and Course Markings Plan

Course Maps

Safety Plan

Along with planning an exceptional event, having a safe event is of utmost priority and focus. Non-compliance with safety standards will result in immediate disqualification of the offending team/rider and race numbers will be pulled. The safety plan focuses on 3 areas:

One: Safety of Cyclists

- 1) Cyclists must wear a helmet at all times when riding their bicycle.
- 2) Cyclists must obey all traffic laws (route is along an open course with motorists). This includes stopping completely at all stop signs and yielding to motorists and pedestrians when appropriate.
- 3) Cyclists must ride single file and close to shoulder of road. Drafting with other teams is permitted.
- 4) Cyclists may not ride at night. At 4 pm the course is closed and the event is over.

Two: Safety of Support Vehicles

- 1) Support vehicles must also obey all traffic laws including speeding.
- 2) Support vehicles may not impede traffic as part of this event. This includes following cyclists at slow speeds. When stopping to cheer for or support your cyclist, pull completely off the road and be aware of oncoming traffic.
- 3) Support vehicles must park in designated areas at all exchanges and at the start and finish.
- 4) Support vehicles are to clearly display the CAUTION BIKE RACE poster in the rear window. This poster is issued during packet pickup.

Three: Safety of Others

- 1) Race course passes through cities and towns. Be respectful and courteous to everyone along course. Race participants are not allowed to urinate or defecate along the road and must use designated bathrooms and porta-potties or other restroom facilities.
- 2) Cyclists and support vehicles should always remain aware and alert and watch for surrounding traffic, pedestrians, equipment, etc.

In addition to focusing on safety for the cyclists, support vehicles, and others, event staff is taking the following safety measures:

- 1) All course marking signs dedicate the top third of the printable area to making everyone aware that a cycling event is taking place and to use caution. Signs read "CAUTION BIKE RACE" in large block letters and with yellow and red colors for visibility.
- 2) Two or more EMTs will travel along the course with the bulk of the cyclist group. They will be ready to respond alongside local emergency personnel in the case of an injury.
- 3) Vinyl posters are supplied to each rider to adhere to the back of their support vehicle that also read "CAUTION BIKE RACE." These posters are also on all staff and crew vehicles for greater awareness among local motorists.
- 4) Additional "Hazard Ahead" signs are created and placed in appropriate locations to warn cyclists of any potential danger ahead.

Bicycle Route Plan

Cyclists are to follow the approved and permitted route. Directional signs will clearly mark route. If last minute course changes are required, signs will reflect alternate route and riders will also be notified.

Directional sign markings will be mounted on orange construction vertical panels.

Sign locations are detailed in the following maps. In addition, more signs may be used if determined.

Cyclists are to stay on roads unless otherwise told and should ride on the right side (with traffic).

Vehicle Plan (Traffic Control)

All vehicles supporting cyclists or otherwise participating in the event are to obey all traffic laws and specifically should not speed or drive in any other dangerous manner in order to catch up to or support cyclists. Roads are not closed and vehicles do not have any special privileges they would otherwise have while participating in the event. Be safe and use common sense.

All vehicles are required to park in designated locations at the start, finish, and exchanges. These locations are identified in the maps.

Vehicle appearance and driving patterns must not distract other drivers or cause any nuisance to others.

Support vehicles are able to pull completely off the side of the road to cheer on cyclists or offer aid. However, in doing so, they are not permitted to disturb the normal flow of traffic.

Support vehicles are to clearly display the CAUTION BIKE RACE poster in the rear window so it is visible to other motorists.

Support vehicles are to follow the same route as the cyclists with the exception of old snow Basin road. Support vehicles will use Trappers loop.

Volunteer/Staff Plan

Volunteers and staff will be needed to ensure a safe and organized event. Volunteer and staff will be located as course marshals in areas where the course is not clear and where safety concerns exist.

There will also be staff and volunteers at each of the water stations/exchanges to allow for appropriate and safe exchange between cyclists and ensure that rules are followed and the event is not causing a nuisance to local residents. Exchange volunteers will have a copy of all relevant permits associated with the event.

Two EMT's will travel along the course with the bulk of the cyclist group. They will be ready to respond alongside local emergency personal in the case of an injury.

Signal and Course Markings Plan

The full course will be fully marked with large signs. The purpose of the signs is to:

- 1) Indicate course directions to cyclists and support vehicles.
- 2) Make motorists and local residents aware of the race and encourage them to take extra caution.
- 3) Make cyclists aware of any upcoming hazards on the road.

No pavement marking or painting will occur to mark the course unless requested from permitting officials.

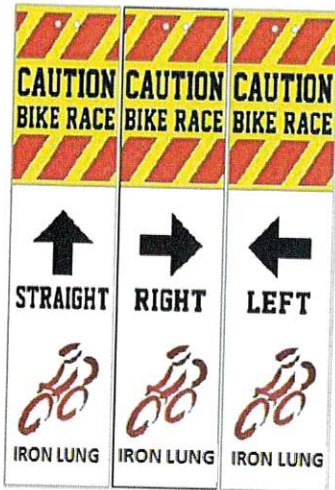
Course markings will be placed 24 hours or less before the event and will be taken down within hours of the last cyclists passing by.

Course markings will be placed in locations that do not interrupt normal traffic flow and are not intended to close roads or serve any other purpose than directing cyclists and warning others about the event.

Course markings will not use existing structures alongside the road or any private property. All markings will be fixed to orange vertical panel construction barriers supplied by the event staff.

The location of all signs is listed in the maps below. Additional signs may be used if needed to enhance clarity or safety of the course, or as requested by permitting officials, or to call attention to hazards or dangers.

Course signs are 8 inches wide and 36 inches tall and have the following images:



PP-Porta Potties

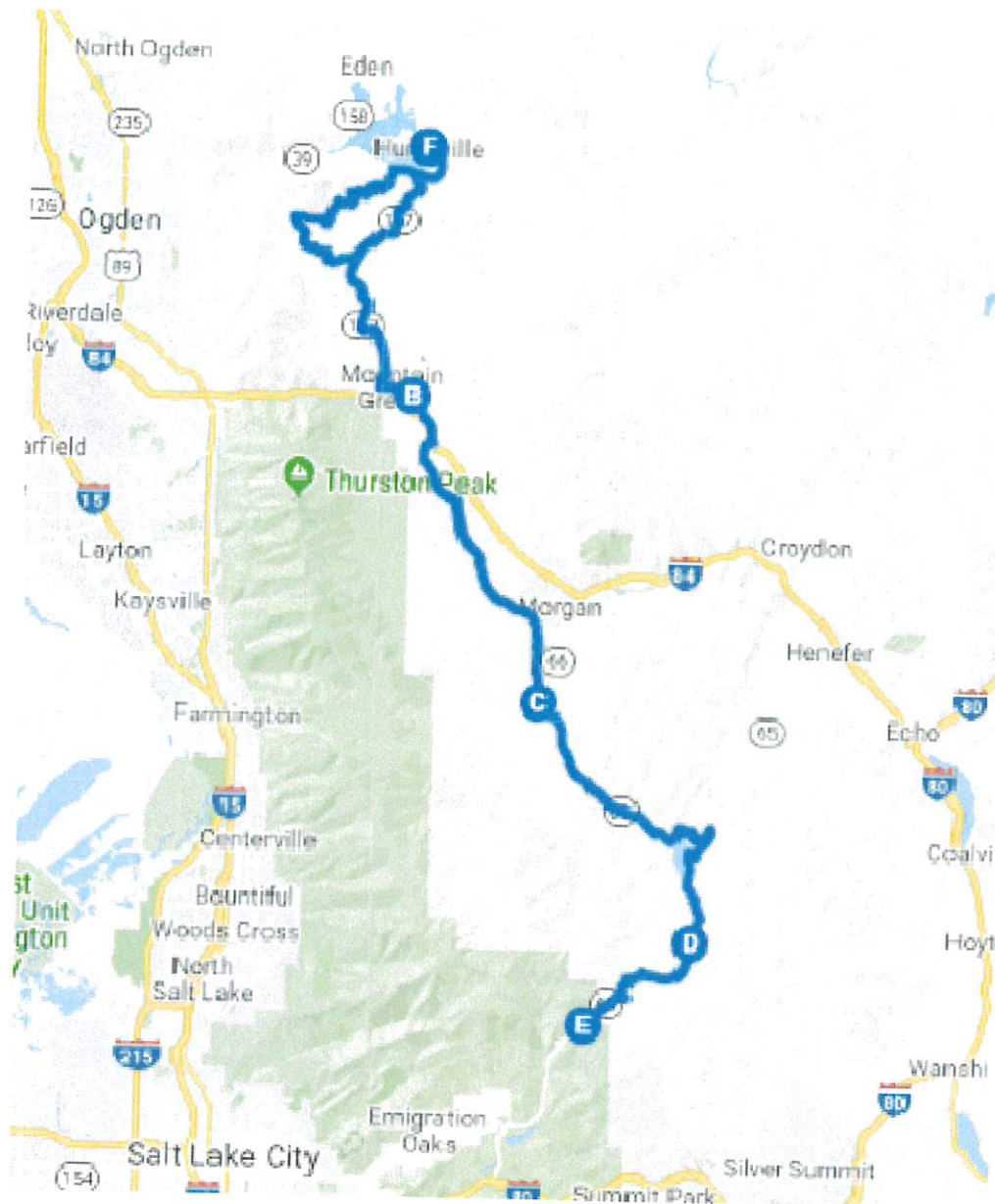
H2O-Water Stations

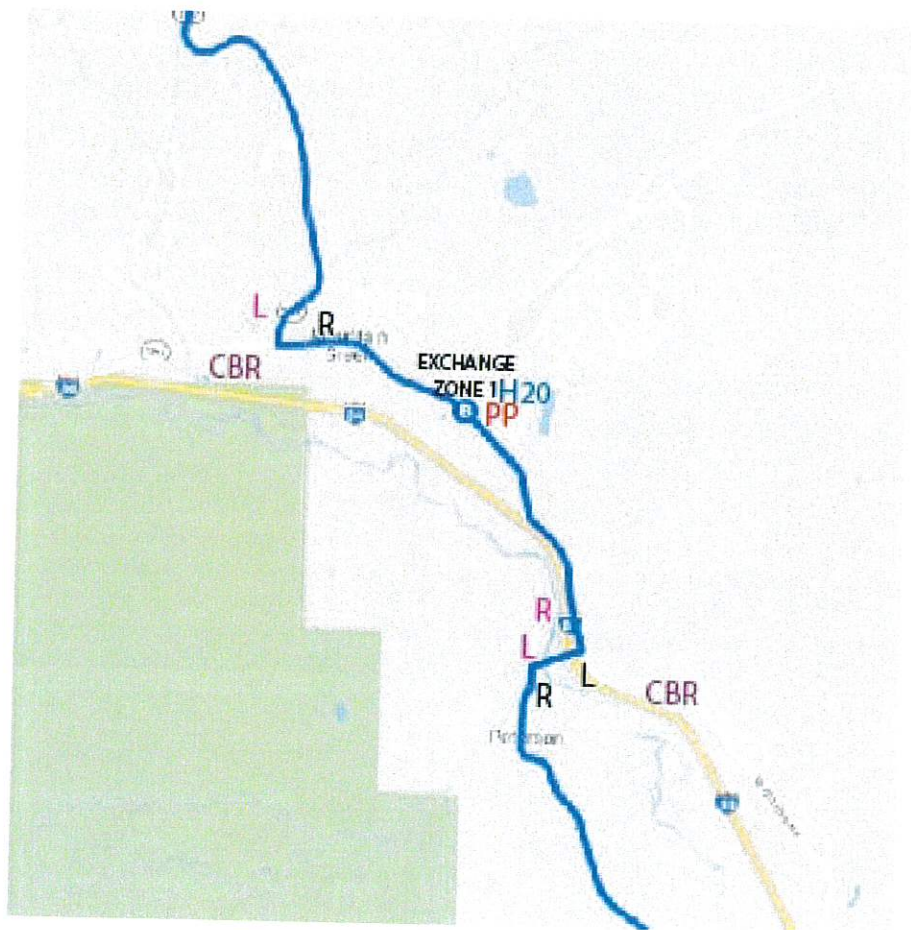
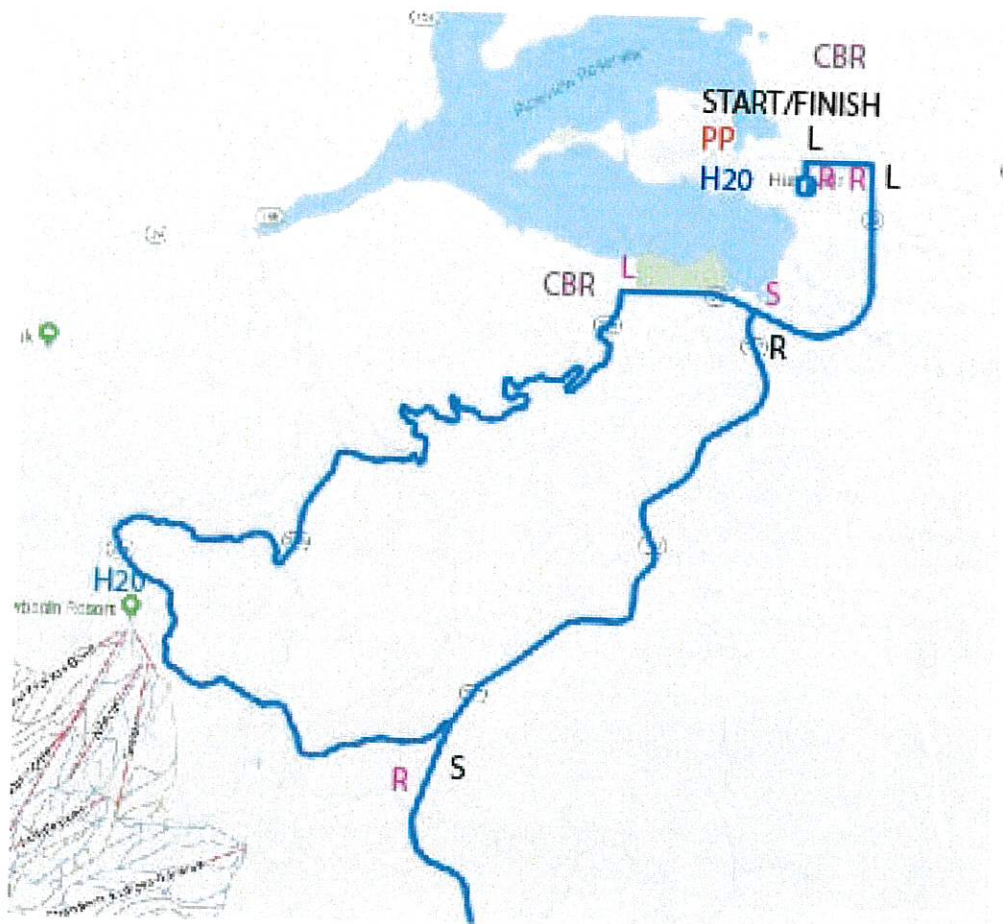
L-Left turns sign (pink-going out, black-coming in)

R-Right turns sign (pink-going out, black-coming in)

CBR-Caution Bike Race

2019 IRON LUNG RIDE





HUNTSVILLE TOWN

P.O. BOX 287
HUNTSVILLE, UT 84317
(801) 745-3420

Special Event Application

Activities held on Town streets or Town property are defined as "special events" when they are an athletic, entertainment, or political activity held for profit, nonprofit, or charitable purposes with the anticipated number of participants plus spectators exceeding 150, or any event/gathering requiring alteration of Town traffic/closing of a Town street.

This application will be reviewed by the Town Council. The Council will make a determination on granting the request based on the impact of the event on traffic, security, welfare, convenience, health and safety of the public, and the plans of the applicant to mitigate these concerns. No permit will be granted with evidence of insurance listing the Town as an additional insured. If a permit is granted, the Town makes no guarantees and assumes no liability for the safety of participants or spectators of special events. The event may also require coordination with any of the applicable agencies: Weber-Morgan Health Department, Weber County Sheriff Department, local Fire District, other Weber County recreational services that may be impacted.

Fees for Special Events are based on the number of people attending and participating in the event.
150-300 people: \$1000 for park rental with a \$250 refundable cleaning fee
301-500 people: \$2000 for park rental with a \$500 refundable cleaning fee
501 and above: \$3500 for park rental with a \$750 refundable cleaning fee

YOUR INFORMATION:

Name of Applicant: Michelle Lyman Group/Function: Iron Lung Ride

Address [REDACTED] City [REDACTED] Zip Code [REDACTED]

Home/Cell Phone [REDACTED] Email Address: [REDACTED]

EVENT INFORMATION:

Name of Event: Iron Lung Ride

Event Description: cycling ride

Is your event public or private? public

Event Date: July 15th 2023 Event Times: 6am-4pm

Time of operation: July 14th 6pm - July 15th 4pm
(Include start of set-up through the end of take down)

Estimated number of people participating: 100-150/200 will have exact #
(500+ requires mass gathering permit through Weber County) by July. Last year we had around 130.

Facilities Required by Huntsville Town: West pavillion

Please answer the following questions. If your answer is "yes" to some of the questions, you will need to provide additional information as indicated:

1. Have you applied previously to hold this event in Huntsville Town? yes
If "yes," please complete Special Event Application Section A only. If "no", please complete the rest of this page.
2. Is your event a multiple day event? no
If yes, please complete Special Event Application Section B
3. Will there be a cost for admission and/or vendor sales? no registrations are sold online prior to event
If yes, please complete Special Event Application Section C
4. Are you filming on public property? no
If yes, please complete Special Event Application Section D
5. Will this event require Huntsville Town Services? Police, use of park bathrooms
If yes, please attach list of those services (ie, Police, Sanitation, power, water, etc.)
6. Will this event use, cross or close any public roads, sidewalks or trails?
If yes, please attach a map with a proposed barricade plan. If State or County roads are involved, please attach proof of proper permitting, or provide details. attached
7. Does the event include a run, walk, race, or parade route?
If yes, please attach a map with the proposed route attached.
8. Will food be served at this event? yes
If yes, please contact Weber-Morgan Health Department
9. Will you be bringing in, setting up or staking any special equipment?
If yes, please attach a description of the special equipment an archway for start/finish.
10. Do you anticipate any parking problems?
If yes, please attach a parking plan no

If you answered "yes" to question 2 (multi-day event), question 3 (charging admission and/or vendor sales) and/or question 4 (filming on public property), you must provide a certificate of insurance with your application.

I agree that I and the organizers of this event will abide by all laws, rules and policies applicable to this event and will follow any instructions of the Huntsville Town Staff and Weber County Sheriff. I also acknowledge that completion and submission of this form or any other related forms does not guarantee final approval of my event. I have also read the attached policies and procedures that are applicable to my event.

SIGNATURE: Michelle Yapan DATE: 2/18/20

Section A (Previously Held Event)

When was your event last held in Huntsville Town?

Yes

Describe any changes or additional needs for your event this year?

NO

HUNTSVILLE TOWN

P.O. BOX 267
HUNTSVILLE, UT 84317
(801) 745-3420

BOWERY/STAGE RESERVATION FORM

This application is for the purpose of requesting the reservation of a park bowery or bowerys and park stages. All approvals are subject to the Huntsville Park, Pavilion & Stage Policies and the Huntsville Noise and Lighting Ordinance and to other applicable law. All requested information is required.

Name of Applicant: Michelle Lyman Group/Function: Iron Lung Ride

Address [REDACTED] City [REDACTED] Zip Code [REDACTED]

Home/Cell Phone [REDACTED] Alternative Phone Number _____

Estimated people attending: 100-150

Time of reservations: 8 a.m.-3 p.m. OR 4 p.m. to 10 p.m. Date of Reservation: _____

Check Bowery: S. East Pavilion (Park) _____ S. West Pavilion (Church) Stage _____

Non-Resident Fee (not currently living in Ogden Valley): \$85.00 each for am or pm.

Resident Fee (currently living in Ogden Valley): \$50 each for am or pm.

I have read and agree to comply with the Huntsville Town Bowery & Stage Policies. I understand that any reservation or permit granted may be revoked, or conditions may hereafter be imposed, by the Town for violation of these policies or any conditions imposed in the permit. I understand that reservation of a pavilion does not include the park area, sports fields, courts or other pavilions or boweries. I understand that bowery and/or stage reservation fees are non-refundable if I cancel my reservation two weeks or less prior to my reservation. I have read and understand my obligations. I will be responsible to make certain the bowery and surrounding areas are left neat, clean and orderly with trash from cans put into dumpsters. I understand that Huntsville Town will not be held responsible for any injury or liabilities which may occur during the use of the park or on the premises.

Signature: Michelle Lyman Date: 3/14/2023

For Office Use Only:	
Approved by: _____	Date: _____
Amount Paid: _____	Receipt#: _____

WORK SESSION – Tuesday, January 31, 2023

Minutes of the Huntsville Town Council work session held at the Ogden Valley Library Auditorium, 131 South 7400 East at 6:00 p.m.

The work session was called for the purposed of providing training for the Town Boards from Bill Morris, Town Attorney. The committees also met to discuss an ordinance proposed in 2022 to make amendments to the Appeals board, appeals process and the Planning Commission structure.

Attending: Beckki Endicott – Clerk, Bill Morris – Attorney, Mayor Sorensen, TC Member Sandy Hunter, TC Member Artie Powell, TC Member Bruce Ahlstrom, PC Member Steve Songer, PC Member Jeff Larsen, PC Member Amanda Hessenhauer, PC Member Liz Poulter, Appeals Board Member Rod Layton, Appeals Board Member John Bowen, Appeals Board Member Brent Ahlstrom

Mayor Sorensen called the meeting to order. He turned the time over to Attorney Morris to conduct the Open and Public Meeting Training and Workplace Discrimination Training.

The training concluded at 7 p.m.

Attorney Bill Morris left the meeting at 7:00 p.m.

Mayor Sorensen asked the Appeals Board Members to stay and help with the discussion on the Planning Commission Ordinance proposed last year. The ordinance was amended near the end of Mayor Truett's term, but never passed in the Planning Commission. The ordinance recommends the adoption of a one-person appeal authority who was not a member of the Town but had legal experience with land use. Mayor Sorensen wanted to get the opinion of the Appeals Authority regarding this change in the ordinance. **(See Attached Ordinance Draft)**

Appeals Authority Member Rod Layton expressed his support of the one-member, non-partial appeals authority. He does not think that members can get totally away from the history and relationship bias because we are such a small town. It is difficult to make decisions between neighbors. Rod Layton believes that a one-member, non-partial person would be a good change for the Appeal Authority.

Appeals Authority Member John Bowen agrees with Rod Layton. He added that the members of the Appeals Authority do not like to disagree with one another because, again, they are neighbors and want to find unity with one another. Additionally, John Bowen expressed that many times there is a likelihood that a case will go to a lawsuit. When this happens, the law is complicated and difficult for the Appeals to make legal decisions. The frequency of appeals is also increasing.

Appeals Authority Member Brent Ahlstrom commented that with an independent person you can gain the proper perspective. Most of the Appeals Authority do not have a legal

background. He is unsure about the independent appeals authority not having the history of certain land use decisions in Town. Mayor Sorensen stated that the land in Huntsville Town has increased in value and people want a return on their investment.

TCM Ahlstrom understands the reasoning to go toward a one-person Appeals but believes there is more protection for property rights and owners with a five-member Appeals Authority. Appeals Member Bowen pointed out that if there were a one-person Appeals, they would receive a recommendation from a five member Town Council or Planning Commission. A representative from the Town in an Appeal would be very helpful and provide representation for the Town. TCM Powell recommended that representation from the Town be put in the ordinance.

PC Member Hessenhauer asked if there was a need for an Appeals Authority. The Appeals Authority is required by the Utah State Code 10-9a-701.

Mayor Sorensen agreed that a five-member board can come up with some creative solutions to resolve land use issues. He recommends not changing anything until the current appeal cases are decided. Mayor Sorensen excused the members of the Appeals Board as the discussion moved onto the Planning Commission.

Appeals Members John Bowen, Rod Layton and Brent Ahlstrom left the meeting at 7:30 p.m.

The terms of the PC members were discussed. Mayor Sorensen prefers 2-3 years of service on the PC. He would also prefer that the chair of the PC be appointed by the mayor with advice and consent from the Town Council. There may be vacancies mid-term that are hard to fill without the mayor's power to appoint.

PC Member Sandy Hunter pointed out the current term of a PC member is two years. She is in favor of adding the language for reappointment after the PC member term has expired. She believes the Chair could also be reappointed. PC Member agrees with the two-year term. She would like to keep the alternate.

TC Member Powell believes that an alternate is not needed with the electronic meetings. The alternate should never vote unless there is not a quorum. PC Member Jeff Larsen stated there are many times that not everyone is in attendance and cannot meet electronically. There were other points brought up regarding the alternate member. Overall, most thought it was a good idea to have an alternate. They provide valuable input into discussion. If the quorum was all that mattered, why not have a three member PC. It is a good training ground for a new member. The time served for a year helps get them up to speed on the code and the issues. Currently there are five members with one alternate. TC Member Artie Powell recommended just making the PC a 6-member board with a 4-member quorum. TC Member Powell also disagrees with the wording that an alternate be the first considered at an opening.

TCM Bruce Ahlstrom thinks the name of the Appeals Authority should be named the Appeals Authority and Variance Board.

TCM Bruce Ahlstrom left the meeting at 7:55 p.m.

PCM Hessenhauer asked about the terms of service. She stated it takes time to learn a job and she questions whether two years is enough time to gain enough experience to be effective. There was additional discussion on the terms of service. The PC will discuss it further in a PC meeting.

There was additional discussion on the Land Use Authority. This person would be someone to sign the Land Use Permits. The role is administrative. TCM Sandy Hunter sees this person as part of the Planning Commission. The Land Use Authority would see the site plan and application first. If there were issues that did not fall under routine, it would go to the Planning Commission. The Planning Commission would be the ultimate check on the Land Use Permits.

The ordinance will go to the PC for additional work.

TCM Hunter motioned to adjourn the meeting. TCM Powell seconded the motion. All votes Aye.

Meeting adjourned at 8:38 p.m.

Beckki Endicott, Huntsville Town Clerk

9MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING
Thursday, February 2, 2023, 6:50 p.m.
Huntsville Town Maintenance Building Office
165 South 7500 East, Huntsville, UT 84317

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

Zoom: Tommy Christie

Citizens: Corey Shuman, Ron Gault, Sheree Evans – Treasurer,

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

2-Pledge of Allegiance led by TCM Sandy Hunter.

3-Opening Ceremony given by TCM Artie Powell.

4-Public Comments: Corey Shuman introduced himself. He has been doing business in Salt Lake for 22 years. The nature of the business is mining claims. Corey Shuman and his wife are opening an office at the Lodge, next to the history museum. In addition, they are selling old mining pictures that have been collected and displayed in a gallery. The Shuman's moved into Monastery Cove a couple of years ago. They have a lot of ideas about doing business in Huntsville and want to be a part of the community. The Huntsville Town Council will see the business license application on the next agenda.

5-Sheriff's Report: None given.

6-Discussion and/or action on Resolution 2023-2-2-A: Appointment to the Weber Fire Board. Mayor Sorensen explained that he has really enjoyed being a part of the Weber Fire Board and he would like to be more involved with the Board. However, their meetings are on Tuesday and have not worked well with his work schedule. Mayor Truett volunteered and applied to take Huntsville's place on the board. The position was published and advertised. No additional applications were received. **(See Attachment #1) TCM Sandy Hunter motioned to approve Resolution 2023-2-2-A: Appointment of Jim Truett to the Weber Fire Board.** TCM Artie Powell seconded the motion. Roll Call Vote. All votes Aye. Votes are reflected below.

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 Resolution 2023-2-2-B: Fees for Huntsville Park 2023. (See Attachment #2) During a recent review of the documents governing the Ogden Valley Parks District, Beckki discovered the fees for Huntsville Park were out of compliance with the bylaws of the district. Currently, Huntsville Town is charging Town residents one rate and anyone else an out-of-Town rate. The bylaws state residents of the Ogden Valley must be charged at the same rate. TCM Hunter proposed \$85 for the out of valley residents. She proposed \$50 for the valley residents. A cleaning deposit was discussed. Logistically this would be hard on staffing and returning cleaning deposits. One of the hardships is cleaning the facilities in the middle of the day on the weekend. If we are receiving \$50 for the bowery, Huntsville could potentially pay someone for approximately half the fee. **TCM Artie Powell motioned to approve Resolution 2023-2-2-B setting the new fees as follows:**

- **Half Day for Ogden Valley Resident - \$50**
- **Half Day for Ogden Valley Non-Resident - \$85**
- **Full Day for Ogden Valley Resident - \$100**
- **Full Day for Ogden Valley Non-Resident - \$170**

TCM Hunter seconded the motion. Roll Call Vote. All votes Aye. Motion passed. Votes are reflected below.

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 2023-2-2-C: Appointment to the Ogden Valley TV Board. (See Attachment #3) Brett Allen has been serving on the Ogden Valley TV Board for many many years. The service district is reorganizing in the valley. Brett Allen would like to continue serving. **TCM Bruce Ahlstrom motioned to approve Resolution 2023-2-2-C: Appointment of Brett Allen to the Ogden Valley TV Board.** TCM Artie Powell seconded the motion. Roll Call Vote. All votes Aye. Motion passed. Votes are reflected below.

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 adoption of the General Plan Update. (See Attachment #4) Ron Gault has been working on an update of both the General Plan and the Annexation. TCM Bruce Ahlstrom had some additional comments he wanted to add to the document. There was a discussion about putting statements in the General Plan regarding property rights and individual rights. The Town Council members engaged in a discussion about whether political statements and declarations of patriotism have a place in a General Plan.

The Town Council went through all the current red lines made by Ron Gault and others. One of the additions Ron Gault made was to add that culinary water rights must be brought to the Town to have a culinary water connection. There was discussion regarding water rights and capacity. Ron suggested that he go back and work with Bill White on these statements. The Town Council discussed wording and changes throughout the rest of the documents. They touched on annexation, incorporation, and sewer systems.

TCM Sandy Hunter motioned to adopt the changes to the General Plan with the changes discussed with Ron Gault with the condition that any changes made to the Annexation Policy Plan map be included in the General Plan Update. TCM Bruce Ahlstrom seconded the motion. Roll Call Vote. All Votes Aye. Motion Passed. Votes are reflected below.

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				

The Town Council took a 5-minute break at 8 p.m.

The Town Council reconvened and Beckki read the Utah State Code regarding Annexation without a petition. Huntsville Town is looking at annexing property without a petition because of the incorporation movement and feasibility study which has been recently enacted.

10-Discussion and/or action on adoption of the update of the Annexation Policy Plan. (See Attachment #5) The Town Council discussed the redlines made by Ron Gault in the editing of the document. The Town Council discussed whether the alleys are maintained by Huntsville Town. Ron Gault also discussed the annexation map. Weber County does not like the randomness of the annexation boundary. They would like Huntsville Town to follow property lines. Mayor Richard Sorensen stated he felt the map was probably mute because the Town would not want to annex so far south on the map.

Weber County has reviewed the annexation plan and the annexation map. Mayor Sorensen attended a meeting with Weber County Commissioner Gage Froerer and staff regarding the annexation boundaries. Commissioner Froerer related that the valley incorporation has filed a request for a feasibility study with signatures from valley residents. The request is currently

being reviewed. At that time, Huntsville Town will be forced to solidify its boundaries because the incorporation movement, known as Ogden Valley City, has drawn it's border up to Huntsville's current boundary. The Town Council discussed that any property that they would not like included in the new Ogden Valley City must be annexed into Huntsville prior to the feasibility study being verified. TCM Artie Powell requested a closed session to discuss strategies that would pertain to the annexation and incorporation. These would also include strategies that would include real estate and potential income and negotiation.

TCM Powell motioned to leave the regular session and go into a closed session to discuss bargaining and negotiation for property. TCM Sandy Hunter seconded the motion. All votes Aye. Motion passed.

The meeting was adjourned at 9:21 p.m. to a closed session.

The closed meeting was adjourned at 9:30 p.m. and reconvened into an open and public meeting.

Mayor Sorensen welcomed back the Town Council and they continued to discuss the annexation policy plan map. The option of gaining commercial property along SR39 and Trappers Loop was discussed as part of the annexation. Mayor Sorensen stated that Snowbasin has their own development ideas for that intersection. He suggested keeping the map that went through the public hearing. The Huntsville Town Council will have options if the annexation area is larger.

TCM Bruce Ahlstrom motioned to adopt the annexation policy plan with the amended changes. TCM Sandy Hunter seconded the motion. Roll Call Vote. All votes Aye. Motion passed. Votes are reflected below.

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			

TCM motioned to adjourn the meeting. TCM seconded the motion. All Votes Aye. **Meeting is adjourned at 9:45 p.m.**

Beckki Endicott, Town Clerk

WORK SESSION – Thursday, March 2, 2023

Minutes of the Huntsville Town Council work session held at the Huntsville Town Maintenance Building at 6:00 p.m.

The work session was scheduled to discuss the topic of annexation requests throughout east Huntsville. Residents from east Huntsville were present. The requests for east Huntsville to be included in a town wide annexation are being considered at the request of the east Huntsville residents after receiving notices from the Lieutenant Governor's office of a valley wide incorporation.

Attending: TCM Sandy Hunter, TCM Bruce Ahlstrom, Mayor Sorensen, TCM Artie Powell, Ron Gault, Larry Taylor, Rex Mumford, Trent Wangsgard, Wade Tolman, Ron Hendrixson, Liza Roberts, Liz Poulter, Lonny Bailey, Bart Braegger, Sheryll Vanderhoft, Jeff Burton, Rusty Johnson, Lyle Allen

Zoom: Brett, jhartman, ipad, TCM Kevin Anderson

Mayor Sorensen called the meeting to order. He requested the TC take comments from those in attendance regarding their requests to be included in an annexation being considered in Huntsville Town.

Rex Mumford – He is unsure of what the benefits are going to be if he chooses to be annexed into Huntsville Town. Rex Mumford is here tonight to see what the possibilities are in the annexation.

Mayor Sorensen told those in attendance that the Town Council is looking to stay a class 5 Town. This means Huntsville would have to stay under 1,000 residents. The Town Council is also looking to see what water feasibility is available for those living outside of Huntsville Town.

Jeff Burton would like to stay in the County. There was discussion about which option would be more beneficial, Huntsville Incorporated, and Weber County Unincorporated. There was also discussion about whether residents of east Huntsville would have the option to stay in Weber County jurisdiction.

Jeff Burton stated that years ago, Jim Truett invited their family to come into Huntsville Town. The County Assessor told him they would pay \$700 additional taxes to Huntsville Town and not have any services. This is the reason that Jeff Burton would like to stay in Weber County jurisdiction. TCM Sandy Hunter commented she believed the incorporation would take all the land that was not Huntsville Unincorporated. There is confusion about whether east Huntsville would have a choice.

TCM Sandy Hunter stated the Town Council was interested in going south of Huntsville Town going toward Trapper's Loop because they are interested in gaining additional commercial property. The land that is owned by Snowbasin is being set aside to be

Beckki Endicott, Huntsville Town Clerk

DRAFT

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING
Thursday, March 2, 2023, 7:00 p.m.
Huntsville Town Maintenance Office Building, 165 South 7500 East Huntsville

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

Zoom: Brett Smith, Sheryll Vanderhooft, Tommy Christie

Citizens: Sheree Evans – Treasurer, Tom Freeman, Lonny Bailey and wife, Rex Mumford, Ron Parry, Lt. Ryan

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

2-Pledge of Allegiance led by Sheree Evans

3-Opening Ceremony given by TCM Artie Powell.

4-Public Comments: There were none.

5-Sheriff's Report: ~~(See Attachment #1)~~ Lt. Ryan reviewed his report for the month.

6. Quarterly Budget Review: ~~(See Attachment #2)~~ Sheree Evans presented the budget with the Town Council. She pointed to the interest that has been made this year.

There are leftover Christmas Funds and the contributions for Huntsville Park have been over budget this year. Margo Smeltzer is a regular donor. There is consideration in using these funds for the 4th of July Celebration this year.

7- Discussion and/or action on approval of minutes for Town Council Meeting December 1, 2022. (See Attachment #3) TCM Sandy Hunter motioned to approve the Town Council Meeting Minutes for December 1, 2022, with the amended changes. TCM Bruce Ahlstrom seconded the motion. All votes Aye. Motion passed.

8. Discussion and/or action on Town Council Work Session Minutes December 20, 2022. (See Attachment #4) TCM Sandy Hunter motioned to approve the Town Council Work Session Minutes for December 1, 2022, as amended. TCM Ahlstrom seconded the motion. All votes Aye. Motion passed.

9. Discussion and/or action on the minutes for Town Council Meeting December 22, 2022. (See Attachment #5) TCM Sandy Hunter motioned to approve the Town Council Minutes for

December 22, 2022, as amended. TCM Ahlstrom seconded the motion. All votes Aye. Motion passed.

10. Discussion and/or action on approval of minutes for TC and PC Work Session January 31, 2023. **Mayor Sorensen motioned to table this item.** The minutes are not yet completed. TCM Hunter seconded the motion. All votes Aye. Motion passed.

11. Discussion and/or action on business license for GRE, Inc, Jessica Shuman, Owner. (See Attachment #5) **TCM Bruce Ahlstrom motioned to approve the business license for GRE, Inc.** TCM Sandy Hunter seconded the motion.

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 business license for missbehaven - Lewis Johnson, Owner. (See Attachment #6) The Town Council discussed the current location of the hives. The owner needs to be aware that the hives need to be on his own personal property. **TCM Bruce Ahlstrom motioned to approve the business license for Lewis Johnson and missbehaven.** TCM Sandy Hunter seconded the motion. All votes Aye. 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			

13. Discussion and/or action on Ordinance 2022-11-16: Appeal amendments, Non-Conforming Lots and Wastewater. (See Attachment #7) This ordinance was drafted by Attorney Morris after Tom Freeman came to the Appeal Authority for a lot determination on based on Huntsville Town Code 15.17.14. This code stated that nonconforming lots as to area and frontage could be considered a buildable lot if they were created prior to July 1992. Huntsville Town hired Robert Keller to represent the Town in the lot determination. The Planning Commission asked Attorney Keller to make some suggestions regarding this section of code. His comments were provided in the packet given to the Town Council. The comments were not available to the Planning Commission. There has been a moratorium on building permits for nonconforming lots since September. The moratorium is set to expire. The Planning Commission sent their notice of action and recommendations and TCM Hunter has provided a redline of the ordinance.

There is a question regarding the year that should be considered for the ordinance in determining status for a nonconforming lot. The Town Council would like the year to be tied to an event that would make sense. The TC could pick 1924 as it is the date of the incorporation of the Town of Huntsville. The date of 1992 was probably considered previously based on the mandatory state requirements at that time for zoning. Ron Gault was asked previously about when Huntsville implemented zoning regulations. That year was 1987.

The Town Council discussed the comments from Attorney Keller. With changes he would like to see paragraph D state:

A parcel annexed into Huntsville Town that is nonconforming as to the current area and frontage requirements of the Huntsville Town zone into which it is annexed; but met the area and frontage requirements of the Weber County zone in which it was created at the time it was legally created and recorded, shall be determined to be a buildable lot, and have the same rights as a conforming parcel.

Although the Town Council members do not prefer this suggestion, they would like to follow the advice of legal counsel. TCM Anderson would suggest adding to paragraph D a clause that would require vested rights under the laws of the State of Utah to legally created and recorded requirement.

The Town Council discussed the second half of the proposed ordinance with regards to septic systems. This section of the ordinance was a reaction to Sage including a community sewer system in their plans. The Planning Commission recommended passage of the ordinance but wanted the Town Council to better define the word "user." If the word user refers to two different structures using the same septic or sewer, the new addition to the code would keep several homes with accessory buildings out of compliance. It might keep the Town from building a new town hall with a shared septic on its proposed site. It was proposed to add "single owner" in place of the word "user." TCM Hunter suggested using the word "user" and then have the Planning Commission work on a definition of "user." TCM Powell suggested that the septic section of the ordinance be stricken from Ordinance 2022-11-16. The septic section will be sent back to the Planning Commission for additional review and work.

TCM Sandy Hunter motioned to approve Ordinance 2022-11-16 changing the dates in 15.17.14 paragraphs A, B, C and D to 1987. Paragraph D should be amended to reflect the suggested verbiage of Attorney Keller adding a clause that would require vested rights under the laws of the State of Utah. In addition, chapter 15.33 should be stricken from the ordinance and sent back to the Planning Commission for further review. TCM Bruce Ahlstrom seconded the motion. Roll Call Vote. All Votes Aye. Motion Passed. The votes are reflected below.

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			

14. Discussion and/or action on Resolution 2023-3-2-A: Interlocal Agreement with Weber County Surveyor's for plat review. (See Attachment #8) Sage submitted to Weber County Surveying for a plat review. Weber County called the Town office because Huntsville does not have a contract with Weber County for plat review. The last time the Town had a contract for plat review and monument placement was in 2014. Beckki spoke to Jared Anderson, Town engineer, and he encouraged the plat review at Weber County. The review from the County would be able to prevent long-term line disputes. It would also take a lot of the pressure off of the Planning Commission who are not professional engineers.

Huntsville could require the plat review of the homeowners. Weber County would charge a fee to certify the boundary lines. The homeowners would be required to pay the fee for plat review. This review should be required for subdivisions but could also be required for boundary line adjustments and consolidations.

Town Council Members would like to see Huntsville Town referred to in the contract instead of Huntsville City. In addition, TCM Ahlstrom requested that the "Agreement" referred to in the recitals of the resolution have the added detail by adding "for Weber County Recorder/Surveying Services." Beckki will make the changes.

TCM Bruce Ahlstrom motioned to approve Resolution 2023-3-2-A adopting the Interlocal Agreement for Weber County Recorder/Surveying services as amended. TCM Sandy Hunter seconded the motion. All votes Aye. 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			

TCM Artie Powell requested that we look at the code to see if this added requirement could be reflected in the code.

15-Discussion and/or action on Resolution 2023-3-2-B adopting an interlocal agreement for County Election Service. (See Attachment #9) Weber County has provided election services to support the municipal election in Huntsville Town for the last few years. Contracting with Weber County saves time and money. Beckki also wanted to know if the Town Council wanted to continue to participate in the convention system. This convention would have to take place by May 30th. The conventions take the place of a primary for Huntsville Town.

TCM Ahlstrom researched the State Law regarding elections. There are many requirements, especially now that Utah is a vote by mail state, that would be difficult to perform without county involvement. He suggested amending the resolution to specify "Agreement for County Election Service."

TCM Bruce Ahlstrom motioned to approve Resolution 2023-3-2-B: Interlocal Agreement for County Election Service adopting the Weber County Elections Agreement as amended. TCM Hunter seconded the motion. All votes Aye. 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			

Mayor Sorensen believes the current convention system works well. The Town Council discussed a couple of ways that could help make the process fair. Some of the ideas included continuing to hold the party meetings on the same day and time.

Beckki stated that she could work on some rules for the conventions. She stated the Town Council members needed to decide whether they have a good enough turn out to be able to provide good candidates. She wants to make sure that everyone who wants to run is able to run. The Town Council members responded that the problem is usually the opposite, trying to find enough good candidates to run. The conventions help this process.

The Town Council members discussed the possible dates for the May convention. Huntsville will have two open seats for the Town Council. The suggested date was May 23rd. Beckki will check with the library to see if there is an opening.

16-RAMP Grant. Mayor Sorensen announced the Town was awarded \$640,000 for the Town Hall project. It is an amazing opportunity. Wendy McKay worked very hard with our RAMP mentor. The efforts really paid off.

17-Sandbags at the Fire Station. Former Mayor Truett was able to get Weber Fire to put a sandbag station at the Fire Station in Huntsville. TCM Ahlstrom announced Weber County is doing sandbag training on March 16th.

18-CERT Training. Weber County is holding CERT training on April 20, 27th, May 4th and May 18th. The cost is \$35, and attendance is required for certifying. TCM Ahlstrom stated these meetings are Thursday nights, which are the same night as the Town meetings.

19-Patriotic Program. TCM Bruce Ahlstrom volunteered to plan the patriotic program for the 4th of July.

20-Fundraising Plan. (See Attachment #10) TCM Kevin Anderson put together a small donor fundraising plan. He welcomes comments from the TC. Mayor Sorensen thought the plan was excellent. TCM Artie Powell suggested that this could focus on the centennial celebration of Huntsville.

21-Fireworks. TCM Artie Powell is starting to work on the 4th of July Celebration. Fireworks have been paid for since last year. Since the distributor was unable to deliver the fireworks for the celebration, Huntsville has a credit this year.

22-Parks Board. The Parks Board did not get the grant money requested from RAMP for park development. TCM Powell congratulated the Town on receiving such a large donation. In addition, the parks board is appreciative of Huntsville reorganizing the fees for Huntsville Park and including the whole valley in their fee schedule.

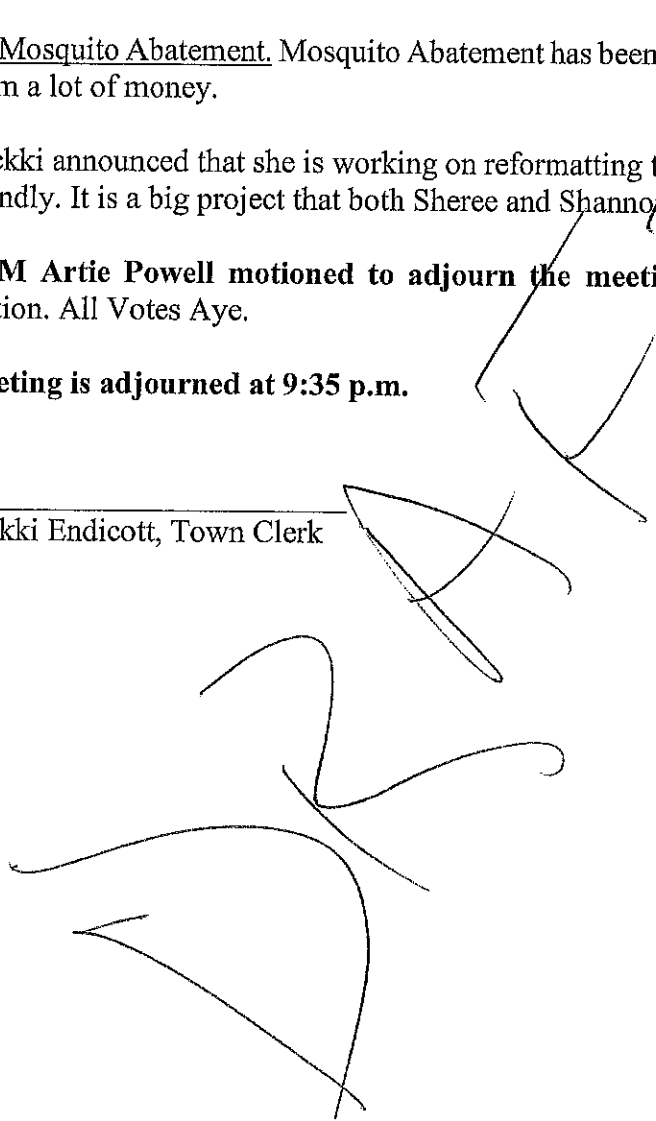
23-Mosquito Abatement. Mosquito Abatement has been using drones more frequently. It has saved them a lot of money.

Beckki announced that she is working on reformatting the Huntsville Town Code to be more user friendly. It is a big project that both Sheree and Shannon are helping with.

TCM Artie Powell motioned to adjourn the meeting. TCM Bruce Ahlstrom seconded the motion. All Votes Aye.

Meeting is adjourned at 9:35 p.m.

Beckki Endicott, Town Clerk



**HUNTSVILLE TOWN
RESOLUTION 2023-5-2-A**

TOWN HALL DONATIONS

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ADOPTING A
POLICY FOR DONATIONS TO THE TOWN HALL FUND AND
EFFECTIVE DATE.**

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

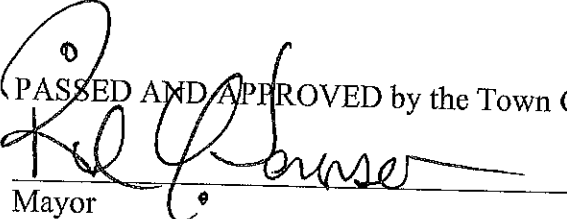
WHEREAS, the Town is seeking to construct a new Town Hall;

WHEREAS, residents and community supporters have expressed an interest in donating monies to a Town Hall Fund;

WHEREAS, the Mayor and Town Council desire to create a Town Hall Fund to collect donations for the construction of the new Town Hall;

WHEREAS, the Town has consulted with its Finance Officer and seeks to adopt this policy for the Town Hall Fund;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council that a Town Hall Fund is hereby created, and the funds and donations collected in the Town Hall Fund are hereby reserved for the construction and operation of the new Town Hall. The Town Hall Fund created herein is a restricted fund so that all funds donated to the Town for construction and operation of the new Town Hall shall only be used for that purpose. The Town's Finance Officer is authorized and directed to create a revenue account specifically for the purpose of donations and contributions to the Town Hall Fund, including the applicable expense account for the same. All donations and contributions held in the Town Hall Fund shall be kept in a Public Treasurer's Investment Fund ("PTIF") account only used for this purpose. This Resolution is effective immediately upon adoption and approval.

PASSED AND APPROVED by the Town Council this 2 day of May, 2023.

Mayor

ATTEST:


Town Clerk



Beckki Endicott

From: events@utahtrust.gov
Sent: Friday, April 21, 2023 12:56 PM
To: Beckki Endicott
Subject: Proposed Amendment to Interlocal Agreement
Attachments: Redline Proposed Amendment to 2006 Interlocal Agreement Text.pdf; 2023.04.06 Proposed Amendment to Article X and XIII of the Interlocal Agreement--ULGT 4859-8969-6604 2.pdf; 2006 Amended and Restated Interlocal Agreement Utah Local Governments Trust.pdf

Dear Member,

We hope this email finds you well. In connection with preparing for the 2023 Trust annual meeting on May 25, the Board of Directors carefully reviewed the Trust's interlocal agreement's provisions regarding composition of the Trust's Board. The Trust's current interlocal agreement was last adopted in 2006. When the Trust was originally created, cities and towns dominated its membership. The interlocal agreement reflected that dominance by requiring the Board to consist of 4 elected members from cities and towns, three from counties and three from special service districts. Now, approximately 60% of the Trust's membership is made up of special service districts. Additionally, the interests of our city, county and special service district Members are almost always in alignment on matters that involve the services provided by the Trust.

Given the likely continued changing nature of the Trust's membership, and the sometimes limited availability of qualified Board members willing or able to serve, the Board is recommending a change to the required Board composition of the Trust. The proposed amendment will require two Board members elected by the Members, from each of the three categories (cities and towns, counties and special service districts), and will allow for up to five appointed Board members who may represent any of those categories of Members or individuals outside of our membership. The amendment would set the minimum size of the Board to 7 and cap it at 11. We believe these changes will better reflect the interests of our Members and allow for a more nimble Board to better serve the needs of our Members.

Section 13.2 of the interlocal agreement requires the Board to give Members at least thirty days' written notice of the proposed amendment prior to adopting it. As a Member, you may object to the proposed amendment in writing, or may show up to the meeting to object. The amendment will not be effective if more than 50% of the members object to the amendment. The Board will vote on the proposed amendment at the Board meeting immediately preceding the annual meeting of the Trust on May 25, 2023, at 9:00 am.

Attached for your review are the following documents:

1. The 2006 interlocal agreement (with a 2011 amendment that deals with term limits of the Board)
2. The proposed amendment to the interlocal agreement
3. A redline comparing the proposed amendment to the existing language of the interlocal agreement.

If you have any questions about the proposed amendments, please feel free to call or email me ([801-808-2137](tel:801-808-2137)/steve@utahtrust.gov, or the Trust's general counsel, Craig Hale ([801-930-5609](tel:801-930-5609)/achale@halewoodlaw.com). Similarly, if you object to the proposed amendment, please do so by emailing me with a copy to Craig Hale, or you can attend the Board meeting on May 25, 2023 at 9:00 am.

Thank you for your continued support. We're really looking forward to seeing you at the annual meeting on May 25th. As always, we will have amazing speakers and food, and will be sharing important information about the state of the Trust. Be on the lookout for the details.

Sincerely,
Steve

STEVEN A. HANSEN
CEO, Utah Local Governments Trust
Executive Director, ABLE Utah
m 801.808.2137

UTAH LOCAL GOVERNMENTS TRUST
www.utahtrust.gov

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RESOLUTION 2023-5-2-B

A RESOLUTION APPROVING AND ENTERING INTO AN AMENDED AND RESTATED AGREEMENT CREATING THE UTAH LOCAL GOVERNMENTS TRUST.

WHEREAS, Huntsville Town and other Utah cities, towns, counties, and other governmental entities created and established a political subdivisions and entity known as the Utah Local Governments Trust; and

WHEREAS, Huntsville Town desired to participate in creating and establishing an entity to provide assistance, advice, counsel, and casualty, property and liability insurance, and benefits related to the purposes of the Utah Local Governments Trust; and

WHEREAS, Huntsville Town has appointed Attorney Bill Morris as its attorney to review and approve the form of the amended and restated agreement.

NOW THEREFORE, the attached Interlocal Agreement Amending and Restating the Interlocal Agreement creating Utah Local Governments Trust is hereby entered into, approved, ratified, accepted, and made effective this 2nd day of May, 2023

PUBLIC AGENCY
Reel Y. Sauso

By Mayor Huntsville Town



ATTEST

Beekki Endicott

5-2-2023
Date

AMENDED AND RESTATED INTERLOCAL AGREEMENT CREATING THE
UTAH LOCAL GOVERNMENTS TRUST

ARTICLE I
NAME

1.1. The name of the governmental entity created pursuant to this Interlocal Agreement is the Utah Local Governments Trust (hereinafter "the Trust").

ARTICLE II
PURPOSES

2.1. The purposes of this Agreement and the entity created pursuant thereto are:

2.1.1. PERSONAL BENEFITS. To enable Utah cities, towns, counties, and other special districts of local governments to form a governmental entity to provide a comprehensive and complete program of hospital, medical, dental, disability, life, and other personal benefit plans and programs for units of local governments within the State of Utah.

2.1.2. CASUALTY-PROPERTY. To enable units of local governments to provide a comprehensive and complete program of casualty, property, marine, liability, and other insurance plans or programs required or desirable to protect local governments' property and assets and elected and appointed officials and employees from personal liability.

2.1.3. FUNDS. To create funds from revenues, premiums, and monies which funds shall at all times belong to the participating units of local governments to pay claims of the local units of government according to any plan, program, or contract between the Trust and the participating unit of local government or to purchase the insurance requested by the participating unit of local government.

2.1.4. GENERAL POWERS. To administer, insure, reinsure, fund or self fund, indemnify, or perform any other act necessary to provide or administer any plan or program necessary or desirable to give effect to this Agreement.

2.1.5. SINGLE ENTITY. To enable local governments to act as a single entity to provide personal, casualty, property, marine, liability, or other insurance to participating units of local government.

2.1.6. ADVISOR TO LOCAL GOVERNMENTS. To act as an advisor and counsel to units of local government regarding their insurance needs, obligations, risks, and benefit plans.

2.2. TRUST NOT REQUIRED TO PROVIDE COVERAGES. Nothing in this Agreement shall require the Trust to offer or provide any or all of the plans or programs authorized by this Agreement.

2.3. AUTHORITY. The Trust hereby is granted and authorized to perform and do all acts necessary or convenient and to render all services contemplated and engage in such governmental and proprietary functions, as are authorized or contemplated by Sections 11-13-101 et seq., 10-3-1103, and 63-30d-801 et seq., Utah Code Annotated 1953, to carry out the purposes and intent of this Agreement.

ARTICLE III DEFINITIONS

3.1. As used in this Interlocal Cooperation Agreement:

3.1.1. LOCAL GOVERNMENTS. "Local governments" means public agency as used in the Interlocal Cooperation Act and includes any county, city, town, special district, or combination thereof; it specifically includes any agency or entity created pursuant to the Utah Interlocal Cooperation Act, Section 11-13-101 et seq., Utah Code Annotated 1953, as amended.

3.1.2. PROPERTY INSURANCE. The definition of "property insurance" set forth in Section 31A-1-301, Utah Code Annotated 1953, is hereby incorporated by reference.

3.1.3. BOND. "Bond" means a faithful performance bond or indemnification bond or any other bond required by any Utah law.

3.1.4. INLAND MARINE. The definition of "inland marine" insurance set forth in Section 31A-1-301, Utah Code Annotated 1953, is hereby incorporated by reference.

3.1.5. WORKERS' COMPENSATION. "Workers' compensation" means any form of workers' compensation permitted or required by the laws of the State of Utah or the laws of the United States.

3.1.6. UNEMPLOYMENT COMPENSATION. "Unemployment compensation" means any form of unemployment compensation permitted or required by the laws of the State of Utah or the laws of the United States.

3.1.7. VEHICLE LIABILITY INSURANCE. The definition of "vehicle liability insurance" set forth in Section 31A-1-301, Utah Code Annotated 1953, is hereby incorporated by reference.

3.1.8. SURETY INSURANCE. The definition of "surety insurance" set forth in Section 31A-1-301, Utah Code Annotated 1953 is hereby incorporated by reference.

3.1.9. ADMINISTRATIVE BOARD. "Administrative board" means the administering body created by this Agreement to operate and administer the Trust and the insurance programs offered by the Trust.

3.1.10. MEMBER. "Member" means any city, county, town, or other unit of local government that participates in one or more plans or programs offered by the Trust. A unit of

local government need not have executed this Interlocal Agreement or Resolution to be a member. Any unit of local government that stops participating in the plans or programs offered by the Trust, shall not be a member.

3.1.11. CASUALTY INSURANCE. The definition of "casualty insurance" (liability insurance) set forth in Section 31A-1-301, Utah Code Annotated 1953, is hereby incorporated by reference.

3.1.12. UNIT OF LOCAL GOVERNMENT. "Unit of local government" means any city, county, town, special district, or any other entity which is a political subdivision of the State of Utah.

3.1.13. PERSONAL INSURANCE OR PERSONAL BENEFITS. "Personal insurance" or "personal benefits" means life, disability, hospital, medical and dental insurance or benefits, unemployment or workers' compensation.

3.1.14. PERSON. "Person" means any individual, company, partnership, corporation, municipal corporation, or any business entity.

3.1.15 INSURANCE. "Insurance" means casualty liability and personal insurance.

ARTICLE IV DURATION

4.1. EXTENSION. This Agreement shall be for a period of 50 years, but may be extended by the members.

4.2. WITHDRAWAL. Nothing in this Article shall prevent any local government from withdrawing from the Trust.

4.3. TERMINATION IF VOID. This Agreement shall terminate if it is found to exist entirely in violation of the law.

ARTICLE V TRUST FUNDS

5.1. FUNDS PROPERTY OF UNITS OF GOVERNMENTS. All premiums, payments, and funds received, held, or administered by the Trust as herein provided shall be and remain the property and assets of the units of local government which create or participate in the Trust program or programs according to the terms of this Agreement, except that the funds of the Trust shall become the property of the person to whom the funds are paid when paid according to this Agreement, benefit or insurance plans, and programs authorized by the administrative board.

5.2. INTERNAL REVENUE CODE COMPLIANCE. In accordance with Section 115 of the Internal Revenue Code of 1954, as amended, any income derived from the investments or operations of the Trust shall accrue to the units of local government participating

in the Trust. None of the assets, property, funds, or revenues held by the Trust shall ever be deemed to or become the property of the Trust.

5.3. **UNRESTRICTED RIGHT TO PROPORTIONATE SHARE OF INCOME.** Each unit of local government participating in the Trust shall have the unrestricted right to withdraw its proportionate share (as defined in Section 12.3.) of the income derived from the investments or operations of the Trust. However, to the extent the income so derived is needed to provide reserves for potential claims against programs that the Trust has elected to reinsure or self-insure (under authority of Article VI), participating units of local governments agree to defer the withdrawal of that portion of the income so needed until such time as the administrative board determines using actuarially sound insurance accounting principles that such withdrawal will not jeopardize the financial stability of Trust programs.

5.4. **FUNDS TO BE USED TO PURCHASE OR PROVIDE COVERAGE.** The local governments hereby authorize and direct the administrative board to do all things necessary and proper and to use the payments or contributions received by the Trust to purchase and maintain in force such policy or policies of insurance as they in their sole discretion shall determine to be in the best interest of the members and the employees of the members; or on an actuarially sound basis, to use such funds to establish a program or programs of self-insurance, reinsurance, or co-insurance.

**ARTICLE VI
MANAGEMENT AND ALLOCATION OF FUNDS,
PURCHASE OF INSURANCE, BONDS, REINSURANCE, SELF-FUNDING**

6.1. **LICENSED CARRIER REQUIRED.** If casualty insurance or personal insurance policies are purchased, it shall be from a licensed insurance carrier. Policies may be purchased for one or more of the casualty insurance or personal insurance programs offered by the Trust from one or several carriers; or the Trust may reinsure or self-insure one or more of the programs and purchase the casualty insurance or personal insurance from a carrier for the remaining programs. Where the Trust purchases insurance or personal insurance from a carrier, the Trust shall be the policyholder. The amount of casualty insurance, personal insurance, and benefits shall be such as the administrative board may determine subject to securing a policy or policies from one or more carriers or bond companies able to provide the benefits from the premium paid.

6.2. **TRUST TO ACT AS POLICYHOLDER.** The administrative board may apply for such insurance policies or group insurance or personal insurance or group personal insurance in its name as policyholder or in the names of the participating members and may use the fund to pay for and accept and hold as part of the fund the policy or policies insured to the Trust in its name as policyholder.

6.3. **TERMS OF POLICY.** The administrative board may agree with an insurer of any policy or policies issued for the purposes of this Agreement on waiting period, definitions of full-time employment and all other necessary or desirable provisions, including the eligibility of

employees; or, in the case of self-insurance, the local government and administrative board may provide specifically such terms and conditions.

6.4. SEPARATE ACCOUNT REQUIRED. The Trust Board shall create separate funds and accounts for each of the following:

- A. Hospital, medical, and dental;
- B. Disability;
- C. Life (except where part of the hospital and medical plan) whether or not dental is included;
- D. Fidelity and fiduciary;
- E. Casualty, marine, property, and liability.

The assets of each fund shall not be co-mingled with those of another fund, nor shall it be subject to attachment, claims, or payment of damages in any other fund. Where a participating unit of local government elects to participate in Groups A, B, and C, or any combination of these groups, the Trust may treat the account as participating in the fund for which a majority of the premium is paid. One fund may make loans to another.

6.5. FUND MANAGEMENT. With respect to each fund, the administrative board shall use and apply each fund:

6.5.1. GENERAL ADMINISTRATION. To pay or provide for the payment of all reasonable and necessary expenses of collecting the local governments' contributions and administering the affairs of each fund, including, but without limitation, all expenses which may be incurred in connection with each fund, the employment of such administrative, legal, expert, and clerical assistance, the leasing of such premises and the purchase or lease of such materials, supplies, and equipment as the administrative board, in its discretion, finds necessary or appropriate in the performance of its duties.

6.5.2. PAYMENT OF PREMIUMS. To pay or provide for the payment of premiums due from local governments on the policy or policies, when such premiums shall become due; but the administrative board shall not use the fund to maintain in force any insurance for the account of any local government that is in default of payment of contributions to the fund.

6.5.3. RESERVES. To establish and accumulate as part of the fund an adequate reserve which the administrative board shall deem advisable to carry out the purposes of this Agreement.

6.5.4. REFUNDS. To refund premiums, payments, or contributions from local governments for which insurance may not be purchased for any reason, but if a unit of local

government withdraws from the Trust for any reason, the Trust shall be under no obligation to refund any premium, payment, or contribution of the local government if insurance has been purchased for the local government.

6.6. GENERAL OPERATING ACCOUNT. The administrative board may establish a general operating account or fund and may transfer to that account or fund a specified percentage of revenues received in each separate fund for the purpose of establishing a general operating fund or account to administer the general provision of the Agreement.

6.7. DEPOSITORIES-INVESTMENTS. All premiums, contributions, and monies received by the Trust hereunder as part of the fund or funds shall be deposited by it in such bank or banks as the administrative board may designate for that purpose, and all withdrawals of monies from such bank or banks shall be made only by check signed by a person or persons authorized by the administrative board to sign and countersign but no bank shall be elected as a depository of the funds of the Trust that is not a member of the Federal Deposit Insurance Corporation or is not supervised and insured by an instrumentality of the United States Government.

6.8. BOND REQUIRED. All officers and employees of the Trust who are authorized to sign or countersign checks or who otherwise may handle monies or other property of the Trust shall be bonded.

6.9. DIVIDENDS, EXPERIENCE RATING. Anything contained in this Agreement to the contrary notwithstanding, the administrative board may agree with the insurer or insurers for the combination of financial experiences, for dividend purposes, of policies issued to the administrative board pursuant to this Agreement and of policies not so issued with insured employees of local governments that are insured under this Agreement. The administrative board may agree with the insurers and to provide for a centralized administration of all policies or may administer the programs themselves in any manner deemed advisable by the administrative board.

ARTICLE VII LOCAL GOVERNMENT CONTRIBUTIONS TO THE TRUST

7.1. PERSONAL INSURANCE OR BENEFITS. On application and acceptance by the administrative board or the Executive Director, each local government shall pay to the Trust a sum determined by the administrative board to participate in any personal insurance or self-funded benefit program offered by the Trust. Each local government shall pay to the Trust on such day of each month as determined by the administrative board for all the local governments, such member's contributions for personal insurance when and as the administrative board shall deem necessary to pay the premium due, together with that member's fair share of expenses on account of the personal insurance purchased for such local governments but all local government payments shall be credited against premiums and shares of expenses due from local governments.

7.2. CASUALTY AND LIABILITY INSURANCE. On application and acceptance by the administrative board or the Executive Director, each local government shall pay to the Trust a sum determined by the administrative board to participate in any casualty or liability insurance or self-funded casualty or liability program offered by the Trust. Each local government shall pay to the Trust on such day of each month as determined by the administrative board for the local governments, such member's contributions for insurance when and as the administrative board shall deem necessary to pay the premium due, together with that member's fair share of expenses on account of the insurance purchased for such local governments but all local government payments shall be credited against premiums and shares of expenses due from local governments.

ARTICLE VIII
PARTICIPATION OF LOCAL GOVERNMENTS
IN THE ASSOCIATION

8.1. PERSONAL INSURANCE. The employees of a unit of local government that make application to the administrative board shall, on approval of the application and payment of the premium established by the administrative board, become insured by the Trust under the policy or policies of the Trust and shall participate in the Trust for such personal insurance, provided the employee satisfies the requirements for participation in such personal insurance as may be established by the personal insurance carrier or carriers of the policy or policies under which such insurance is offered; or, under such requirements as the administrative board may establish for participation in any self-funded personal benefit plan or program. A local government's participation in the Trust personal insurance program shall commence on the date set by the Board. The personal insurance carrier of the policy or policies, if any, shall at all times be kept informed by the administrative board of the local governments that participate in the Trust personal insurance, as well as the names of their employees. A local government may participate in the personal insurance program on approval of the application and payment of the premium. The local government need not execute this Agreement to participate, but must subscribe to the personal insurance or benefits to be provided pursuant to this Agreement by resolution, ordinance, or contract.

8.2. CASUALTY AND LIABILITY INSURANCE. A unit of local government that makes application to the administrative board shall, on approval of the application and payment of the premium established by the administrative board, become insured by the Trust under the policy or policies of the Trust and shall participate in the Trust for such insurance, provided the unit of local government satisfies the requirements for participation in such casualty insurance as may be established by the insurance carrier or carriers of the policy or policies under which such insurance is offered; or, under such requirements as the administrative board may establish for participation in any self-funded casualty program. A local government's participation in the Trust insurance program shall commence on the date set by the administrative board. The insurance carrier of the policy or policies, if any, shall at all times be kept informed by the administrative board of the local governments that participate in the Trust insurance. A local government may participate in the casualty or liability insurance program on approval of the application and payment of the premium. The local government need not

execute this Agreement to participate, but must subscribe to the insurance or benefits to be provided pursuant to this Agreement by resolution, ordinance, or contract.

8.3. **TERMINATION OF QUALIFICATIONS.** A local government shall cease to qualify for participation in the Trust for any insurance or benefit plan when it fails to make its contribution as provided in Article VII for the insurance on the date when due or within the period of time allowed by the administrative board for the payment thereof; or if a local government shall cease to qualify under or by reason of any state or federal law; or when the local government fails to comply with the rules and regulations made by the administrative board from time to time with respect to the administration of the insurance Trust fund or funds; including, but without limiting the generality of the foregoing, the method and accuracy of local government's reports, the effective date of insurance of its employees, the discontinuance of insurance of its employees, premiums due, or any and all other facts which the administrative board deems advisable to assure a sound administration of the insurance programs offered by the Trust.

8.4. **TERMINATION OF PARTICIPATION.** When in accordance with the provisions of this Article VIII, a local government ceases to qualify for participation in the Trust for the insurance provided under the policy or policies, the administrative board shall, if insured by a carrier, forthwith give notice thereof to the insurance carrier of the policy or policies under which such insurance is provided, and such policy or policies and participation of the local government in the Trust shall terminate to such extent and at such time as the insurance terminates. In such event the Trust shall have no further liability to local government or its employees whose participation and insurance have terminated.

**ARTICLE IX
RETURN OF MONIES RECEIVED FROM PERSONS
NOT QUALIFYING AS A LOCAL GOVERNMENT AS
DEFINED IN THIS AGREEMENT**

9.1. Should any monies be received by the Trust for the purpose specified in Article II of this Agreement from any local government failing to satisfy the requirements for participation in the Trust, or from any local government whose employees do not become insured under the policy or policies, such monies shall be returned, and there shall be no further obligations whatsoever in connection therewith.

**ARTICLE X
ADMINISTRATION OF THE TRUST**

10.1. **ADMINISTRATIVE BOARD.** The Trust shall be governed and administered by an administrative board composed of at least seven officials representing participating Members. The administrative board may from time to time, on a two-thirds vote of the administrative board, increase the number of members on the administrative board without amending this Agreement, but the number shall not exceed 15.

10.1.1. CITIES AND TOWNS. Up to four members of the administrative board shall be elected officials from participating cities and towns unless the number of participating cities and towns is less than four, in which case the minimum number of elected officials from cities and towns on the administrative board shall be reduced to the number of participating cities and towns. The terms of the municipal administrative board members shall be four years, but the terms shall be staggered so that one position is filled each year. If a municipal member of the administrative board ceases to be an elected official, the remaining municipal members shall appoint a person to serve until the next election. At the next election a municipal elected official shall be elected to fill the remainder of the term.

10.1.2. COUNTIES. Up to three members of the administrative board shall be elected officials from participating counties unless the number of participating counties is less than three, in which case the minimum number of elected officials from counties on the administrative board shall be reduced to the number of participating counties. The terms of the county administrative board members shall be four years, but the terms shall be staggered so that one position is filled each year. If a county member of the administrative board ceases to be an elected official, the remaining county members shall appoint a person to serve until the next election. At the next election a county elected official shall be elected to fill the remainder of the term.

10.1.3. SPECIAL DISTRICTS. Up to three members of the administrative board shall be elected or appointed officials from participating special districts unless the number of participating special district is less than three, in which case the minimum number of officials from special districts on the administrative board shall be reduced to the number of participating special districts. The terms of the special district administrative board members shall be four years, but the terms shall be staggered so that one position is filled each year. If a special district member of the administrative board ceases to be an official of a district, the remaining special district members shall appoint a person to serve until the next election. At the next election a special district elected or appointed official shall be elected to fill the remainder of the term.

10.1.4 APPOINTED OFFICIALS. The elected officials of the administrative board may appoint additional members to serve on the board, but the number of appointed board members shall not exceed one third of the total board membership. Any vacancy in the appointed member positions shall be filled by the remaining board members. Terms may be staggered as the board deems appropriate.

10.2. RESIGNATION. A member of the administrative board may resign and become and remain fully discharged from all further duty or responsibility hereunder upon giving 30 days notice in writing to the remaining members, or such shorter notice as the remaining members may accept as sufficient, in which notice there shall be stated a date and such resignation shall take effect on the date specified in the notice, unless a successor member shall effect immediately upon the appointment of such successor member.

ARTICLE XI
POWERS OF ADMINISTRATIVE BOARD

11.1. AS POLICYHOLDER. The administrative board may exercise all rights or privileges granted to it as policyholder by provisions of each policy or allowed by the insurance carrier of such policy, and may agree with such insurance carrier to any alteration, modification, or amendment of such policy, and may take any action respecting such policy or the insurance provided thereunder which may be necessary or advisable, and such insurance carrier shall not be required to inquire into the authority of the administrative board with regard to any dealings in connection with such policy.

11.2. CONSTRUE THIS AGREEMENT. The administrative board shall have power to construe the provisions of this Agreement and the terms used herein, and any reasonable construction adopted by the administrative board in good faith shall be binding upon the local governments and employees.

11.3. LIABILITY OF MEMBER. Notwithstanding anything contained herein to the contrary, each local government shall be liable to The Utah Local Governments Trust for the premium for its insurance and the insurance of its employees under the policy or policies for any period during which such insurance is in force and the administrative board shall enforce such liability for such premiums to the extent necessary to pay premiums due under any such policy or policies. In the event any such policy or policies are terminated and premium due thereunder is not paid by the administrative board to the insurance carrier issuing the policy or to the Trust on the date the premium is due thereunder, such insurance carrier, if it shall so elect, shall immediately be subrogated to the right of the Trust to enforce the liability of any local government under this Agreement and may apply any sums collected first toward its expense of suit including costs and counsel fees and then toward the discharge of the premium obligation under the policy or policies. Any such election by the insurer may be exercised at any time and shall not constitute a waiver of its right to collect any deficiencies in premium from the Trust.

11.4. ADMINISTRATIVE BOARD - GENERAL MANAGEMENT MEETINGS. The administrative board shall have the general management, control, and direction of all the business activities and affairs of the Trust, with full power to transact all its business, including the making of deposits in and disbursements from the funds. The administrative board shall meet at least bi-annually.

11.5. COMPENSATION. The members of the administrative board shall receive compensation for their duties and shall be reimbursed for all reasonable and necessary expenses which they may incur in the performance of their duties. Provision may be made to compensate one or more members of the administrative board for special executive or administrative services performed in connection with the direction, administration, or operation of the Trust.

11.6. RULES AND REGULATIONS. The administrative board may promulgate such rules and regulations as may, in its discretion, be proper or necessary for the sound and efficient administration of the Trust; but such rules shall not take effect until a copy or copies

thereof have been mailed to the carrier of such policy or policies which may be affected by such rules and regulations.

11.7. GENERAL ADMINISTRATION. The administrative board may delegate its administrative and ministerial powers and duties to an Executive Director. The Trust may employ such persons as it deems necessary on such terms and conditions as the administrative board shall deem appropriate.

11.8. RECORDS - AUDITS - REPORTS. The Trust shall keep true and accurate books of account and records of all its transactions, which shall be audited annually or more often by a public accountant and furnish to participating local governments from time to time reports respecting the status of the Trust and the status of each fund and the status of the bond, policy or policies, and the benefits paid thereunder, but the administrative board shall not be required to furnish such reports more often than annually.

11.9. MEETINGS. Any action by the administrative board pursuant to this Agreement may be taken either at a meeting, a meeting at which all or several members participate by electronic means, or in writing without a meeting. A meeting may be called at any time by the chairman or any two members, giving at least five days written notice to the other members. Notice of any meeting may be dispensed with if all the members in writing waive the notice. Notice shall be deemed waived by any member that appears at a meeting, unless such appearance is solely for the purpose of objecting to the failure to give the notice required by this section.

11.10. MAJORITY REQUIRED. Any action taken by the administrative board pursuant to this Agreement, except as otherwise provided, shall be by at least a majority of a quorum of the members. A quorum is a majority of the total number of the members of the administrative board.

11.11. NO LIABILITY OF BOARD. The administrative board shall not have any liability with respect to the nonpayment of local government contributions. All suits and proceedings to enforce or protect any other right, demand, or claim on behalf of the administrative board or Trust, may be instituted and prosecuted on behalf of the Trust and the administrative board.

11.12. NO LIABILITY - EXCEPTIONS. The members of the administrative board personally and individually, whether severally or jointly, shall not be liable in any matter or transaction or for any omission relating to the conduct of the business of the Trust nor their respective activities and performance of their duties with respect thereto. No member shall be liable for errors in judgment of himself or of the other members nor for any act, judgment, or exercise of discretion of the administrative board's agents or employees, in the conduct of the Trust and each shall be liable only for his own willful misconduct or wrongdoing in respect thereto.

11.13. FULL FAITH AND CREDIT. The administrative board shall honor and be bound by all agreements made by their predecessors, successors, assigns, or assignors.

ARTICLE XII
TERMINATION-DISTRIBUTION OF ASSETS

12.1. PROCEDURE. This Agreement may be terminated:

12.1.1. BY MEMBERS. On a two-thirds majority vote of all members at a meeting called for that purpose after written notice of such meeting stating the time, purpose, and place of the meeting is given to all members at least 30 days prior to this meeting.

12.1.2. BY ADMINISTRATIVE BOARD. By a two-thirds majority vote of all of the members of the administrative board at a meeting called for that purpose after written notice of such meeting stating the time, purpose, and place of the meeting is given to all members of the board and of the Trust at least 30 days prior to the meeting. The Trust board may not terminate this Agreement if more than 25 percent of the members appear at the meeting to object to terminating this Agreement.

12.2. PAYMENT OF OBLIGATIONS. On termination of this Agreement, the entity and administrative board shall continue in existence for the purpose of winding down the affairs of the Trust. The Trust shall make provision, so far as reasonably possible, for the orderly transfer of all policies held in the name of the Trust and to protect members and their employees. The Trust shall, to the extent it has revenues, pay all obligations of the Trust from each fund for which the fund is obligated.

12.3. DISTRIBUTION OF ASSETS. After paying or making provision for paying all claims, whether reported or unreported, the Trust shall pay to the member participants, including those that may have ceased to be members, their proportionate share of the assets from each fund according to the member's ratio of contribution to the fund to the total contribution of all members divided by the unencumbered assets of the fund. Notwithstanding the foregoing, the decision of the Trust board as to the distribution of the assets of the Trust within each fund to participating members and former members shall be final and binding unless the distribution is arbitrary, unreasonable, and capricious under the construction given by the administrative board.

ARTICLE XIII
AMENDMENTS

13.1. BY MEMBER. The members of the Trust may amend the provisions of this Agreement except Sections 5.1., 5.3 12.3., and 13.5. on a two-thirds vote of those attending any meeting called for that purpose by at least ten members or by the administrative board, on giving at least 30 days written notice of the time, purpose, and place of the meeting. The written notice must include the specific language of the proposed amendment.

13.2. BY BOARD. The administrative board may amend the provisions of the Agreement, except Sections 5.1., 5.3 12.3., and 13.5. by a two-thirds vote, at any meeting called for that purpose if at least 30 days written notice of the time, purpose, and place of the meeting is provided to all members and members of the board. The written notice must include the specific language of the proposed amendment and advise the members about their right to object to the

proposed amendment and the method by which such right may be exercised. The amendment shall not be effective if more than 50 percent of the members appear personally or provide written objection to the proposed amendment prior to the time of the meeting.

13.3. RESTRICTIONS ON RIGHT TO AMEND. Sections 5.1, 5.3., 12.3., and 13.5. shall not be amended except with the unanimous concurrence of all members and local governments entitled to the funds of or refunds or payments from the Trust.

13.4. NOTICE OF AMENDMENT. After an amendment has been approved by the members or Trust board, notice shall be given to all members of the amendment together with a statement of the effective date of the amendment which shall be at least 30 days after the date of the meeting at which the amendment was approved.

13.5. MEMBERS SUBJECT TO CONTINGENT ASSESSMENT. (Reserved.)

13.6. CONSENT REQUIRED FOR OTHER ASSESSMENT. (Reserved.)

ARTICLE XIV MISCELLANEOUS PROVISIONS

14.1. RECORDS OF LOCAL GOVERNMENT TO BE FURNISHED. Local governments shall furnish to the administrative board such records and any other information as the administrative board or the insurance carrier of the policy or policies may require in connection with the administration of the Trust. The insurance carrier shall have the right to audit all records of the Trust or local governments pertaining to the insurance provided by the carrier.

14.2. THIRD PARTY CLAIMS AGAINST TRUST FUNDS. Unless otherwise specifically provided in a written agreement between a unit of local government and the Trust, no local government nor any other person claiming by or through such employee by reason of having been named a beneficiary in a certificate or otherwise, shall have any claim against the monies or properties of the Trust, and the interests of such employees, beneficiaries, and other persons claiming through them shall be limited to those specified in the policy or policies.

14.3. SPECIAL PROVISIONS RELATING TO WORKERS' COMPENSATION COVERAGE. For each member that chooses to participate in the Workers' Compensation insurance program through the Trust, the Trust shall pay any workers' compensation liabilities incurred during the period of participation and membership. The member's bankruptcy insolvency or withdrawal from the Trust shall not relieve the Trust of such workers' compensation liability, nor shall bankruptcy, insolvency or cessation of the Trust relieve the member of its ultimate liability to pay the worker's compensation claims of the member's employees.

14.4. SUPERSEDES PRIOR AGREEMENT. This Agreement supersedes and replaces all previous Interlocal Agreements creating or establishing the Utah Local Governments Trust.

DATED as of and made effective May 2, 2023.

UTAH LOCAL GOVERNMENTS TRUST

J Stephen Flitton
Executive Director of Utah Local Governments Trust

Huntsville Town
Name of Public Agency

[Signature]
Signature of Person Authorized to Bind This Agreement

May 2, 2023
Date

Approved as to form

Attorney

POLICY – Board Term Limitations

Date Adopted:

To provide the Utah Local Governments Trust the opportunity to maintain historical and institutional memory and to receive additional perspective and insight from new Board members, the following Section 10.3 regarding term limitations is hereby adopted as an amendment to the Amended and Restated Interlocal Agreement Creating the Utah Local Governments Trust (the "Interlocal Agreement"), pursuant to Section 13.2, which allows the Administrative Board to amend the Interlocal Agreement by a vote of two-thirds (2/3) of the Board.

10.3 REMOVAL AND TERM LIMITATIONS. The following term limitations and removal provisions shall apply to all members of the Administrative Board:

10.3.1 TERM LIMITS FOR ELECTED BOARD MEMBERS. Eligible members of the Administrative Board may be elected to serve on the Utah Local Governments Trust Board for up to three (3) terms of four (4) years each. A maximum of two (2) terms may be served consecutively, with a minimum of four (4) years between the second consecutive term and the third term.

10.3.2 INVITATION TO SERVE IF ELECTED BOARD MEMBER LOSES ELIGIBILITY. If a Board member loses eligibility to serve as an elected Board member, at the invitation of the Board, that Board member may be invited to serve a maximum of one (1) additional year as an Appointed Official, commencing at the date of ineligibility.

10.3.3 TERM LIMITS FOR APPOINTED OFFICIALS. Appointed Officials, other than those appointed pursuant to Section 10.3.2, shall serve a term of one (1) year, with a maximum of three (3) terms.

10.3.4 GRANDFATHERING OF EXISTING ELECTED MEMBERS. Elected Board members who are serving on the Administrative Board as of the adoption of this amendment, may serve up to two (2) additional consecutive or non-consecutive terms of four (4) years after the expiration of the term they are serving as of the adoption of this amendment, assuming they are otherwise qualified to so serve. All other Board members elected in 2012 and thereafter shall be subject to this policy.

10.3.5 REMOVAL OF BOARD MEMBERS. Any member of the Administrative Board may be removed by a vote of two-thirds of the members of the Administrative Board, with or without cause. Any vacancy caused by such removal shall be filled as provided in sections 10.1.1, 10.1.2, and 10.1.3 of the Interlocal Agreement.

RESOLUTION 2023-5-2-C

A RESOLUTION OF HUNTSVILLE TOWN, UTAH, TO ENTER INTO AN AGREEMENT WITH THOM SUMMERS & SONS, AN INDEPENDENT CONTRACTOR TO WORK WITH HUNTSVILLE TOWN ON WATER MAINTENANCE AND REPAIR.

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

WHEREAS, the Town Council is the municipal legislative body;

WHEREAS, the Town is in need of additional support in repair and maintenance for the Town's culinary water system, and for the benefit of the health, safety, and welfare of the public;

WHEREAS, the Town Council has entered into an agreement with Thom Summers & Sons and desires to ratify that Agreement;

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

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

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

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

PASSED AND ADOPTED by the Town Council on this 2nd day of May, 2023.

Richard Sorensen
RICHARD SORENSEN, Mayor



ATTEST:

Beckki Endicott
BECKKI ENDICOTT, Clerk

RECORDED this 2nd day of May, 2023.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

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

Beckki Endicott
Huntsville Town Clerk

DATE: 5-2-2023

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") dated this 2nd day of May, 2023

BETWEEN:

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

- AND -

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

BACKGROUND:

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

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

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:
 - For the retainer rate of \$1500/month:
 - 1) Perform as the distribution system (from the water plant to the individual residences/businesses) DRC , including being on a 24-hour call basis for emergency repairs of the culinary water distribution system e.g., leaks, accidental breaks, etc. An emergency phone number will be placed on the Town website.

This tasking covers responding to routine and emergency distribution system issues and assessing the needed remediation effort . Once the effort required is determined, work will be on a time and materials basis. If repairs need to be done on a weekend or holiday, overtime rates will be accessed.

2) Perform the connections from the main line to a meter following approved town standards. Cost of installation will be charged to the resident/business.

3) Conduct water infrastructure inspections of new construction that is permitted by Huntsville Town.

4) Participate in conducting the Cross Connection Program in compliance with State requirements.

5) If requested, Blue Staking will be conducted at a rate of \$60/hour and GPS reading (one person and machine) will be conducted at a rate of \$75/hour.

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

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

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.

4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide at least 30 days' notice to the other Party.

5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

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

Performance

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

Currency

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

Compensation

10. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor as follows:

Monthly retainer for services at a rate of \$1500 per month – detailed included in #1- Services Provided in this contract.

Blue Staking at a rate of \$60 per hour.

GPS reading at a rate of \$75 per hour.

Overtime will apply in non-regular hours.

Repairs and materials paid at a separate rate.

11. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

Confidentiality

12. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

13. The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client. This obligation will survive the expiration or termination of this Agreement and will continue indefinitely.
14. All written and oral information and materials disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Ownership of Materials and Intellectual Property

15. All intellectual property and related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
16. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

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

Capacity/Independent Contractor

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

Notice

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

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

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

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

Indemnification

20. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Insurance

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

Legal Expenses

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

Modification of Agreement

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

Time of the Essence

24. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

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

Entire Agreement

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

Enurement

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

Titles/Headings

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

Gender

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

Governing Law

30. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in

accordance with and governed, to the exclusion of the law of any other forum, by the laws of Utah, without regard to the jurisdiction in which any action or special proceeding may be instituted.

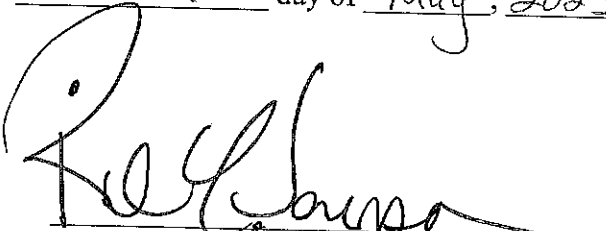
Severability

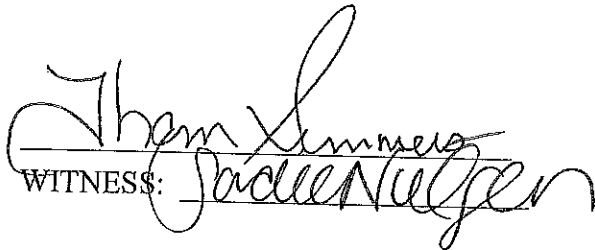
31. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

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

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 2nd day of May, 2023.


WITNESS: Beakki Endicott


WITNESS: Jacke Nulgen

Huntsville Town, Inc

Per: Huntsville Town (Seal)



Thom Summers & Sons Excavating

Per: _____ (Seal)



NOTICE OF ACTION

TO: Huntsville Town Planning Commission
FROM: Huntsville Town Council
DATE: March 29, 2023
RE: Ordinance 2023.2.23: Breezeways

The Huntsville Town Planning Commission discussed and recommended for approved Ordinance 2023.2.23: Breezeways

The Huntsville Town Planning Commission, with intent to clarify the way in which two structures could legally be connected, drafted this Ordinance. It was presented before a public hearing on March 23, 2023 at the Planning commission meeting. Where this was then discussed and recommended for approval by the Town Council.



Shannon, Clerk

**HUNTSVILLE TOWN
ORDINANCE NO. 2023-2-23**

AMENDMENTS TO TITLE 15.17.3 C, 15.6.2 A AND 15.10.5 A

AN ORDINANCE OF HUNTSVILLE TOWN, UTAH, AMENDING THE HUNTSVILLE MUNICIPAL CODE DEFINING THE ATTACHED STRUCTURES AND BREEZEWAYS.

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

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

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

WHEREAS, Huntsville Town Code 15.6.2.A only allows one single-family dwelling on one lot;

WHEREAS, the Town desires to further define how a dwelling shall be added to or enlarged and how two structures shall be joined together;

WHEREAS, the Town seeks to define the term "breezeway;"

WHEREAS, after publication of the required notice, the Planning Commission held its public hearing on March 23, 2023, to take public comment on this Ordinance, and subsequently gave its recommendation to adopt this Ordinance on March 23rd, 2023;

WHEREAS, the Town Council received the recommendation from the Planning Commission and held its public meeting on March 23, 2023, and desires to act on this Ordinance;

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

Section 1: Repealer. Any code, chapter, or section in conflict with this Ordinance is hereby repealed in its entirety and referenced thereto vacated.

Section 2: Adoption. Section 15.17.3.C, 15.6.2.A and 15.10.5.A, of the Huntsville Municipal Code are hereby reenacted to read as follows:

15.17.3.C:

A non-complying dwelling unit located in a residential zone shall not be added to or enlarged if the addition or enlargement is a separate dwelling attached to the existing single-family dwelling with a breezeway or extension of the roof. Such additions or enlargements shall be considered to be separate dwellings and are prohibited. Any addition or enlargement where the addition can function as a separate dwelling unit without the breezeway or roof extension is prohibited. Nothing in this ordinance shall be construed to allow two dwelling units to be built on a single

residential lot regardless of whether the structures are attached by a breezeway, roof extension or other attachment.

15.6.2.A:

A. Single family dwellings.

- 1. Only one single-family dwelling is allowed on an approved R-1 building lot.
 - a. A single-family dwelling shall not be added to or enlarged if the addition or enlargement is a separate dwelling attached to the existing single-family dwelling with a breezeway or extension of the roof. Such additions or enlargements shall be considered to be separate dwellings and are prohibited. Any addition or enlargement where the addition can function as a separate dwelling unit without the breezeway or roof extension is prohibited. Nothing in this ordinance shall be construed to allow two dwelling units to be built on a single residential lot regardless of whether the structures are attached by a breezeway, roof extension or other attachment.

15.10.5:

A. Use Regulations for Single Family Dwellings

- 1. Only one single-family dwelling is allowed on an approved A-3 building lot.
 - a. A single-family dwelling shall not be added to or enlarged if the addition or enlargement is a separate dwelling attached to the existing single-family dwelling with a breezeway or extension of the roof. Such additions or enlargements shall be considered to be separate dwellings and are prohibited. Any addition or enlargement where the addition can function as a separate dwelling unit without the breezeway or roof extension is prohibited. Nothing in this ordinance shall be construed to allow two dwelling units to be built on a single residential lot regardless of whether the structures are attached by a breezeway, roof extension or other attachment.

PASSED AND ADOPTED by the City Council on this ____ day of _____, 2022.

Mayor

ATTEST:

Town Clerk

RECORDED this ____ day of _____, 2022.

PUBLISHED OR POSTED this ____ day of _____, 2022.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with Utah Code Annotated §10-3-713, 1953 as amended, I, the Town Clerk of Huntsville Town, hereby certify that foregoing Ordinance was duly passed and published or posted at: 1) Town Hall, 2) _____, and 3) _____ on the above referenced dates.

_____ DATE: _____

Town Clerk

NOTICE OF PUBLIC HEARING OF THE HUNTSVILLE TOWN PLANNING COMMISSION,

Public notice is hereby given that the Huntsville Town Planning Commission, Weber County, Utah, will hold a Public Hearing Thursday, March 23rd at 6:30 p.m. at the Ogden Valley Library located at 131 S. 7400 E., Huntsville, UT.

A Public Hearing will be held on the following items:

Ordinance 2023.2.23; Amendment to: Title 15.17.3 C, 15.6.2 A, and 15.10.5 A.

Proposed changes to 15.17.3 C.

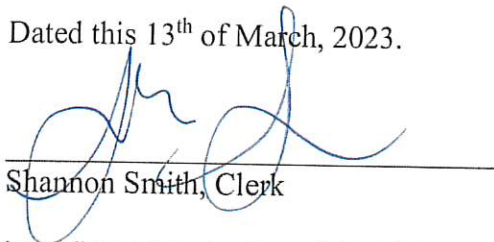
A non-complying dwelling unit located in a residential zone shall not be added to or enlarged if the addition or enlargement is a separate dwelling attached to the existing single-family dwelling with a breezeway or extension of the roof. Such additions or enlargements shall be considered to be separate dwellings and are prohibited. Any addition or enlargement where the addition can function as a separate dwelling unit without the breezeway or roof extension is prohibited. ~~if the elimination of the breezeway or roof extension would not destroy the functionality of the addition as a separate dwelling unit.~~ Nothing in this ordinance shall be construed to allow two dwelling units to be built on a single residential lot regardless of whether the structures are attached by a breezeway, roof extension or other attachment. *except as allowed in 15.18.5*

Proposed changes to sections 15.6.2 A (1) and 15.10.5 A (1)

a. A single-family dwelling shall not be added to or enlarged if the addition or enlargement is a separate dwelling attached to the existing single-family dwelling with a breezeway or extension of the roof. Such additions or enlargements shall be considered to be separate dwellings and are prohibited. ~~Any addition or enlargement where the addition can function as a separate dwelling unit without the breezeway or roof extension is prohibited.~~ Nothing in this ordinance shall be construed to allow two dwelling units to be built on a single residential lot regardless of whether the structures are attached by a breezeway, roof extension or other attachment. *except as allowed in 15.18.5.*

The ordinance will be available for viewing on <http://huntsvilletown.com> under Government/Planning Commission Minutes and Agendas tab. All interested parties are invited to attend.

Dated this 13th of March, 2023.


Shannon Smith, Clerk

Posted: Town Hall
Post Office
huntsvilletown.com
pmn.utah.gov

In compliance with the Americans with Disabilities Act, persons needing assistance with attendance to these meetings should call Shannon Smith @ 745-3420, giving at least a 48 hour advance notice.

**HUNTSVILLE TOWN
ORDINANCE NO. 2023-2-23**

AMENDMENTS TO TITLE 15.17.3 C, 15.6.2 A AND 15.10.5 A

AN ORDINANCE OF HUNTSVILLE TOWN, UTAH, AMENDING THE HUNTSVILLE MUNICIPAL CODE DEFINING THE ATTACHED STRUCTURES AND BREEZEWAYS.

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

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

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

WHEREAS, Huntsville Town Code 15.6.2.A only allows one single-family dwelling on one lot;

WHEREAS, after publication of the required notice, the Planning Commission held its public hearing on March 23, 2023, to take public comment on this Ordinance, and subsequently gave its recommendation to adopt this Ordinance on March 23rd, 2023;

WHEREAS, the Town Council received the recommendation from the Planning Commission and held its public meeting on March 23, 2023, and desires to act on this Ordinance;

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

Section 1: Repealer. Any code, chapter, or section in conflict with this Ordinance is hereby repealed in its entirety and referenced thereto vacated.

Section 2: Adoption. Section 15.17.3.C, 15.6.2.A and 15.10.5.A, of the Huntsville Municipal Code are hereby reenacted to read as follows:

15.17.3.C:

A non-complying dwelling unit located in a residential zone shall not be added to or enlarged if the addition or enlargement is a separate dwelling attached to the existing single-family dwelling with a breezeway or extension of the roof. Such additions or enlargements shall be considered to be separate dwellings and are prohibited. Any addition or enlargement where the addition can function as a separate dwelling unit without the breezeway or roof extension is prohibited. Nothing in this ordinance shall be construed to allow two dwelling units to be built on a single residential lot regardless of whether the structures are attached by a breezeway, roof extension or other attachment.

15.6.2.A:

A. Single family dwellings.

1. Only one single-family dwelling is allowed on an approved R-1 building lot.
 - a. A single-family dwelling shall not be added to or enlarged if the addition or enlargement is a separate dwelling attached to the existing single-family dwelling with a breezeway or extension of the roof. Such additions or enlargements shall be considered to be separate dwellings and are prohibited. Any addition or enlargement where the addition can function as a separate dwelling unit without the breezeway or roof extension is prohibited. Nothing in this ordinance shall be construed to allow two dwelling units to be built on a single residential lot regardless of whether the structures are attached by a breezeway, roof extension or other attachment.

15.10.5:

A. Use Regulations for Single Family Dwellings

1. Only one single-family dwelling is allowed on an approved A-3 building lot.
 - a. A single-family dwelling shall not be added to or enlarged if the addition or enlargement is a separate dwelling attached to the existing single-family dwelling with a breezeway or extension of the roof. Such additions or enlargements shall be considered to be separate dwellings and are prohibited. Any addition or enlargement where the addition can function as a separate dwelling unit without the breezeway or roof extension is prohibited. Nothing in this ordinance shall be construed to allow two dwelling units to be built on a single residential lot regardless of whether the structures are attached by a breezeway, roof extension or other attachment.

PASSED AND ADOPTED by the Town Council on this ____ day of _____, 2023.

Richard L. Sorensen, Mayor

ATTEST:

Town Clerk

RECORDED this __ day of _____, 2023.

PUBLISHED OR POSTED this __ day of _____, 2023.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with Utah Code Annotated §10-3-713, 1953 as amended, I, the Town Clerk of Huntsville Town, hereby certify that foregoing Ordinance was duly passed and published or posted at: 1) Town Hall, 2) www.huntsvilletown.com and 3) the Utah Public Noticing Website.

DATE: _____

Beckki Endicott

Huntsville Town Clerk

**TOWN OF HUNTSVILLE
ORDINANCE NO. 2023-5-2-A**

CABLE TELEVISION FRANCHISE

AN ORDINANCE OF HUNTSVILLE TOWN, UTAH, GRANTING TO ALL WEST/UTAH, INC., A NON-EXCLUSIVE FRANCHISE TO INSTALL, OPERATE AND MAINTAIN CABLE TELEVISION FRANCHISE WITHIN THE PUBLIC RIGHTS-OF-WAY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Huntsville Town ("Town") and All West/Utah, Inc. ("All West"), previously entered a Communication Franchise Agreement dated May 2, 2023 and now, All West seeks to add a Cable Television Franchise ("Franchise") within the Town; and

WHEREAS, the Town Council desires to enter said Franchise; and

WHEREAS, the Town Council has the authority under Article 1, Section 23 of the Constitution of the State of Utah and consistent with Article 11, Section 9 of the Constitution of the State of Utah, and the statutes of the United States and the State of Utah to grant franchises for the use of Town streets and other public properties; and

WHEREAS, the Town is willing to grant the rights requested subject to certain terms and conditions specified in the Franchise;

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

Section 1. Adoption.

The Franchise Agreement set forth in the attached "A" is incorporated herein by this reference and is approved and adopted. The Town Council hereby authorizes and directs the Mayor to execute the Agreement and any documents relating thereto for and on behalf of the Town.

Section 2. Effective Date.

This Ordinance is effective immediately upon adoption and approval.

PASSED AND APPROVED this 2 day of May, 2023



Mayor

ATTEST:



Town Clerk



FRANCHISE AGREEMENT BETWEEN THE HUNTSVILLE TOWN AND ALL WEST/UTAH, INC. REGARDING OPERATION OF A CABLE TELEVISION SYSTEM WITHIN HUNTSVILLE TOWN

This Franchise Agreement ("Franchise Agreement") made between Huntsville Town (the "Town") and All West/Utah, Inc. ("All West" or "Grantee") is entered this 2 day of May, 2023, by and between the Town, a municipal subdivision of the State of Utah and All West, a Utah corporation and for the purpose of granting to All West the non-exclusive right to operate and maintain a cable television system in, on, over, upon, along, and across the public rights of way of Huntsville Town, and for the purpose of identifying and prescribing certain rights, duties, terms, and conditions with respect thereto.

Section 1. Definitions. When used in this Franchise Agreement, unless the context otherwise requires, the following terms and their derivatives shall have the meaning herein given (and when not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular, and words in the singular number include the plural):

- (1) "Basic Cable Service" means any service tier of Cable Service which includes the retransmission of local television broadcast signals by the Grantee.
- (2) "Cable Act" means the Cable Communications Policy Act of 1984 as amended by the Cable Television Consumer protection and Competition Act of 1992, the Telecommunications Act of 1996 and any amendments thereto.
- (3) "Cable Service" means: (a) the one-way transmission to Subscribers of video programming or other programming service; and (b) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- (4) "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community as defined in the Cable Act. A Cable System may be composed of, without limitation, antenna, cables, wires, lines, fibers, towers, wave guides, or any other conductors, converters, equipment or facilities, designed, constructed or wired for the purpose of producing, receiving, amplifying and distributing cable radio, television or other electronic or electrical signals to and from persons, Subscribers and locations in the Franchise Area.
- (5) "Council" means the governing body of the Town.
- (6) "Franchise Area" means that area within the corporate limits of the Town as now or hereafter constituted.
- (7) "Grantee" means All West/Utah, Inc., its successors and assigns ("All West").

(8) "Grantee Property" means all property owned, installed or used by the Grantee in the provision of Cable Service in the Town as described in Section 2.

(9) "Gross Subscriber Revenues" means all remuneration received directly by the Grantee from Subscribers in payment for regularly furnished Cable Service, but shall not include any franchise fee or taxes on services furnished by the Grantee imposed on any Subscriber or user by any government, governmental unit, political subdivision, agency or instrumentality, and collected by the Grantee.

(10) "Person" means any natural person, company or entity of any kind.

(11) "Street" means the surface of and the space above and below any public street, way, place, right of way, road, highway, freeway, bridge, tunnel, lane, path, bike path, alley, court, sidewalk, parkway, drive, boulevard, communications or utility easement, by whatever name called, now or hereafter existing as such within the Franchise Area.

(12) "Subscriber" means any person or entity who lawfully receives any Cable Service.

(13) "Town" means Huntsville Town, Utah.

Section 2. Grant of Authority. There is hereby granted by the Town to the Grantee the right and privilege to engage in the business of operating and providing a Cable System in the Town, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain and retain in, on, over, under, upon, across and along any Street or Streets laid out or dedicated and all extensions thereof and additions thereto in the Franchise Area, such poles, wires, cable, conductors, ducts, conduit, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other property as may be necessary and appurtenant to the Cable System (collectively "Grantee Property"); and in addition, so to use, operate, and provide similar facilities or properties rented or leased from other persons, including but not limited to any public utility or other Grantee franchised or permitted to do business in the Town.

Section 3. Non-Exclusive Grant. The right to use and occupy said Streets for the purposes herein set forth, shall not be exclusive to the Grantee. The Town agrees that any grant of additional franchises or other authorizations by the Town to any other entity to provide video or other services similar to those provided by Grantee pursuant to this Franchise Agreement and over which the Town has regulatory authority shall require that service be provided for the same territorial area of the Town as required by this Franchise Agreement and shall not be on terms and conditions more favorable or less burdensome to the grantee of any such additional franchise than those which are set forth herein.

Section 4. Term of Franchise. The franchise and rights herein granted shall commence on the date of the final passage hereof and shall continue in force and effect for fifteen (15) years after said effective date, subject to such modifications as to which the Town and the Grantee may hereafter agree. Thereafter, the franchise and rights granted herein shall automatically renew for

successive fifteen (15) year periods unless the Town revokes such franchise and rights by ordinance on or before the expiration of the initial term or any renewal period hereof.

Section 5. Conditions of Street Occupancy. (1) All transmission and distribution structures, poles, lines, and equipment installed or erected by the Grantee within the Franchise Area shall be so located as to cause minimum interference with the proper use of Streets and with the rights and reasonable convenience of property owners who adjoin any of said Streets. The Cable System shall be constructed and operated in compliance with applicable governmental construction and electrical codes.

(2) In case of disturbance of any Street or paved area, the Grantee shall, at its expense and in accordance with generally accepted construction practices, replace and restore such Street or paved area in as good condition as theretofore.

(3) The Grantee shall, at its expense, protect, support, temporarily disconnect, relocate in the same Street or other public place, or remove from the Street or other public place, any Grantee Property when lawfully required by the Town by reason of traffic conditions, public safety, Street vacation, freeway and street construction, change or establishment of street grade, installation of sewers, drains, or water pipes, or any other type of structures or improvements by the Town; but, the Grantee shall in all cases have the right of abandonment of Grantee Property, subject to Town ordinances, and if public funds are available to any utility company for the purpose of defraying the cost of any of the foregoing, such funds shall also be made available to the Grantee.

(4) The Grantee shall, on the request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of buildings, provided: (a) The expense of such temporary raising or lowering of wires is paid by said person, including, if required by the Grantee, making such payment in advance; and (b) The Grantee is given not less than three (3) business days advance notice to arrange for such temporary wire changes.

(5) The Grantee shall have the authority to trim trees overhanging any Streets in the Franchise Area so as to prevent branches from coming in contact with the Grantee's wires and cables, except that at the option of the Town, such trimming may be done by it or under its supervision and direction at the Grantee's expense.

(6) Subject to any applicable state or federal regulations or tariffs, the Town shall have the right to make additional use, for any public purpose, of any poles or conduits controlled or maintained exclusively by or for the Grantee in any Street, provided: (a) such use by the Town does not interfere with the use by the Grantee; (b) such use by the Town does not commercially compete with the Grantee; and (c) the Town holds the Grantee harmless against and from all claims, demands, causes of actions, suits, actions, proceedings, damages, costs or liabilities of every kind and nature whatsoever arising out of such use of said poles or conduits.

Section 6. Safety Requirements. (1) The Grantee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

(2) All structures and all lines, equipment and connections in, over, under and upon all Streets of the Franchise Area shall be kept and maintained in a safe and suitable condition and in good order and repair.

Section 7. System Construction and Extension. The Grantee is hereby authorized to extend the system within the Franchise Area to the extent that such extension is or may become technically and economically feasible. Nothing in this agreement requires Grantee to build to all areas of the Franchise Area. Grantee retains discretion to determine the scope, location, and timing of the design and construction of its network.

Section 8. Operational Standards; Force Majeure. (1) The Grantee shall operate and maintain its Cable System in full compliance with the standards set forth by the Federal Communications Commission.

(2) The Grantee shall have no obligation to construct or extend the system, nor to provide, repair, replace, maintain or operate Cable Service, for any cause beyond Grantee's control, including, without limitation, acts of God, fire, flood, earthquakes, hurricane, unavoidable casualty, extraordinary delays in transportation, strikes, lockouts, picketing, boycotts, embargoes, government orders or other requirements, acts of civil or military authorities, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, energy shortages, acts or omissions of carriers, or activities or other emergency conditions including weather conditions incompatible with good quality workmanship.

Section 9. Office; Complaints. The Grantee shall maintain a business office or agent which Subscribers may telephone during regular business hours without incurring added message or toll charges, so that complaints regarding cable television operations may be promptly reported to the Grantee.

Section 10. Franchise Payments. (1) The Grantee shall pay the Town a sum equal to three percent (3%) of the Gross Subscribers Revenues per annum derived by the Grantee from all Subscribers located within the Town.

(2) Within 60 days after the first day of July of each year, during the term of this Franchise Agreement, the Grantee shall file with the Town a report of such revenues as described within this section for the next preceding twelve (12) month period, which report shall include a computation of the franchise payment due. The Town shall determine the accuracy of the franchise payment computation, and if it finds any errors, shall report the same to Grantee for correction. The records of the Grantee reflecting the information relevant in determining revenues described in this section shall be available for inspection by the Town Council or its duly authorized representative at all reasonable hours and upon reasonable notice of not less than 15 days.

(3) The payments described in this section shall be in lieu of any and all other franchise, occupation, privilege, pole, wire, instrument, excise or other taxes except general ad valorem property taxes, sales taxes, Town license tax and other special improvement taxes lawfully levied by the Town or any other subdivision of the State of Utah pursuant to law.

(4) The business of cable television is hereby classified as a "retail business" for licensing purposes and the Grantee shall pay the annual license fee for such business at the rate in effect each year for such businesses, but it will not be singled out for tax treatment different from other members of that general class of business. The Grantee is authorized to charge and collect this franchise fee from the Subscribers in addition to the charges for Cable Services heretofore or hereafter approved by the Town in the same manner as such billing and collection is authorized under the utility franchises issued by the Town.

Section 11. Indemnification of Town. (1) The Grantee shall at all times protect and hold the Town harmless from all claims, actions, suits, liability, loss, expense or damages of every kind and description, including investigation costs, court costs, and reasonable attorney's fees, which may accrue to or be suffered or claimed by any person or persons arising out of the negligence of the Grantee in the ownership, construction, repair, replacement, maintenance and operation of said Cable System and by reason of any license, copyright, property right or patent of any article or system used in the construction or use of said system, provided the Town gives the Grantee prompt notice of any such claims, actions, and suits, without limitation, in writing. The Grantee shall maintain in full force and effect during the life of any franchise, comprehensive general liability insurance with limits inclusive of umbrella or excess liability coverage of not less than (a) \$2,000,000 for bodily injury or death to each person; and (b) \$3,000,000 for property damages resulting from any one accident.

(2) The Town may require that any and all investigation of claims made by any person against the Town arising out of any use or misuse of privileges granted to the Grantee hereunder shall be made by, or at the expense of the Grantee or its insurer. The Grantee may bring its obligations to carry any insurance required hereby within the coverage of any so-called blanket policy or policies of insurance now or hereafter carried, by appropriate amendment, endorsement or otherwise, provided, however, the interests of the Town shall be as fully protected thereby as if the Grantee had obtained individual policies of insurance.

Section 12. Procedures. (1) Any inquiry, proceeding, investigation or other action to be taken or proposed to be taken by the Town in regard to the operations of the Grantee's Cable System, shall be taken only after thirty (30) days written notice to the Grantee of such action or proposed action, and the Grantee has been given an opportunity to respond in writing and at any hearing which may be specified by the Town.

(2) The notice required by this section shall clearly state the action or proposed action to be taken, the time provided for response and the person or persons in authority to whom such responses should be addressed, and such other procedures as may be specified by the Town. If a hearing is to be held, the notice shall give the date and the time of such hearing, whether public

participation will be allowed and the procedures by which such participation may be obtained. The company shall be a necessary party to any hearing conducted in regard to its operations.

Section 13. Procedure Upon Termination. Upon expiration of the Franchise Agreement, if the Grantee shall not have acquired an extension renewal thereof and accepted the same, it may have and it is hereby granted, the right to enter upon the Streets or other property of the Town, for the purposes of removing therefrom any or all of its Grantee Property or otherwise. In so removing said Grantee Property, the Grantee shall refill, at its expense, any excavation that it shall make and shall leave said Streets in as good condition as that prevailing prior to the Grantee's removal of Grantee Property.

Section 14. Approval of Transfer. The Grantee shall not sell or transfer its plant or Cable System to another, other than a person controlling, controlled by or under common control with the Grantee, nor transfer any rights under this Franchise Agreement to another, without prior written notification to the Town. No sale or transfer of the Grantee's assets used in the performance of this Franchise Agreement shall be effective until the vendee, assignee or lessee has filed in the office of the Town clerk an instrument duly executed reciting the fact of such sale, assignment or lease, accepting the terms of the Franchise Agreement and agreeing to perform all the conditions thereof. Neither this section nor other sections of this Franchise Agreement shall preclude the mortgaging, hypothecating, or assigning of rights in the Cable System, or the pledge of stock by the Grantee for the purpose of financing.

Section 15. Miscellaneous Provisions. (1) When not otherwise prescribed herein, all matters herein required to be filed with the Town shall be filed with the Town Clerk.

(2) The Grantee shall assume the cost of publication of this Franchise Agreement when such publication is required by law. A bill for publication costs shall be presented to the Grantee by the Town Clerk.

(3) In the case of any emergency or disaster, the Grantee shall, upon request of the Town make available its facilities to the Town for emergency use during the emergency or disaster period.

Section 16. Compliance with Applicable Laws and Ordinances. The Grantee shall at all times during the life of this Franchise Agreement be subject to all lawful exercise of the police power by the Town. The Town reserves the right to adopt from time to time in addition to the provisions herein contained such ordinances as may be necessary to the exercise of police power. Such regulation shall be reasonable and not in derogation of the rights herein granted, nor in conflict with the laws of the state or other local or federal laws or regulations.

Section 17. Violations; Penalties. (1) From and after the effective date of this title, it shall be unlawful for any person to construct, install or maintain within any public Street in the Town, or within any other public property of the Town, or within any privately-owned area within the Town which has not yet become a public Street but is designated or delineated as a proposed public Street on any tentative subdivision map approved by the Town, any equipment or facilities for distributing any television signals or radio signals through a Cable System, unless a

franchise authorizing such use of such Street or property or area has first been obtained, and unless such franchise is in full force and effect.

(2) It shall be unlawful for any person to make any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of the franchised Cable System within this Town for the purpose of enabling anyone to receive any television signal, radio signal, picture, sound, or other transmission, without payment to the Grantee.

(3) It shall be unlawful for any person, without the consent of the owner, willfully to tamper with, remove or injure any cables, wires or equipment used for distribution of television signals, radio signals, pictures, sound or other transmission.

(4) Any person violating or failing to comply with any of the provisions of this section shall be guilty of a class C misdemeanor.

Section 18. Line Severing. If at any time the Grantee's cable and/or other equipment is disturbed, damaged, or severed the cost of repair shall be paid by the party responsible for said damage. The Grantee may charge the responsible party for the time and materials expended for repair of said damage. The Town will cooperate with the Grantee to assist in enforcing any charge or penalty arising from cable severing or other damage to Grantee Property.

Section 19. Separability. If any part of this Franchise Agreement is for any reason held invalid by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions. The invalidity of any portion of this Franchise Agreement shall not abate, reduce or otherwise affect any consideration or other obligation required of the Grantee.

Section 20. Approval by Town Council and Effective Date. This Franchise Agreement shall be effective upon execution by the Grantee and the Town's Mayor and the prior approval of this Franchise Agreement by resolution of the Town Council adopted at a public meeting duly noticed under Utah law.

[SIGNATURE PAGE TO FOLLOW]

AGREED TO this 2 day of May, 2023.



HUNTSVILLE TOWN

By: *Riley Evans*
Its: Mayor

ATTEST:

Becki Endicott
Town Clerk

ALL WEST/UTAH, INC.

By: _____
Its: _____

**HUNTSVILLE TOWN
ORDINANCE 2023-5-2-B
TREE COMMITTEE AMENDMENTS**

AN ORDINANCE OF HUNTSVILLE TOWN TO AMEND TITLE 8.3 – THE NUMBER OF MEMBERS REQUIRED FOR THE TREE COMMITTEE.

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

WHEREAS, Utah Code 10-3-701 and 10-3-702 authorizes the Town Council to exercise its legislative powers by ordinance, including organization of departments and administration;

WHEREAS, The Huntsville Town Tree Board does not want to limit the number of volunteers that would like to serve on the tree committee;

WHEREAS, The Huntsville Town Tree Board would like to lower the number of required volunteers on the committee in order to be more efficient and less burdensome;

WHEREAS, Town Council desires to change the required number of members on the tree board from five (5) members to three (3) members;

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

Section 1: Repealer. Any other word, sentence, paragraph, or phrase inconsistent with this Ordinance is hereby repealed and any reference thereto is hereby vacated.

Section 2: Adoption of Title 8.3 is hereby adopted to read as follows:

8.3 Huntsville Town Tree Board

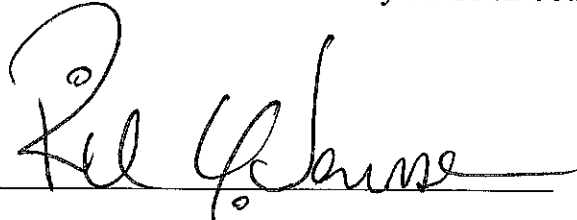
The Huntsville Town Tree Board shall consist of at least three (3) members who are residents of Huntsville Town, who shall be appointed by the Mayor with the approval of the Huntsville Town Council. Members of the Huntsville Town Tree Board shall serve without compensation.

Section 3: Severability. If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which shall continue in full force and effect.

Section 4: Effective date. This Ordinance takes effect immediately upon mayoral approval and posting.

VOTES	AYE	NAY	RECUSED	EXCUSED
Mayor Richard Sorensen	✗			
CM Kevin Anderson	✗			
CM Sandy Hunter	✗			
CM Artie Powell	✗			
CM Bruce Ahlstrom	✗			

PASSED AND ADOPTED by the Town Council on this 2nd day of May, 2023.



RICHARD SORENSEN, Mayor

ATTEST:



BECKKI ENDICOTT, Clerk



RECORDED this 3rd of May, 2023

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

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



Huntsville Town Clerk

DATE: 5-2-2023



Nomination and offer of Appointment

In accordance with Utah Code Annotated 10-3-827, 1953, as amended, the mayor of Huntsville Town, Richard L. Sorensen, with the advice of the Town Council hereby nominates Clint Hartmann for appointment for the position of Huntsville Town Tree Board Member.

Mailing Address

P.O. Box 267
Huntsville, UT 84317

Phone

801.745.3420

Fax

801.745.1792

Web

www.huntsvilletown.com

Dated this 2nd of May 2023

Richard Sorensen, Huntsville Town Mayor

Attest:

Beckki Endicott, Huntsville Town Clerk



Acceptance

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

I, Clint Hartmann, accept this nomination and any appointment for the same as indicated above.

Dated this 2nd day of May, 2023

Appointee

Advice and Consent for Appointment

The Huntsville Town Council, hereby certify that the appointment of Clint Hartmann was duly approved with the advice and consent of the Town Council at its regular meeting on this 2nd day of May, 2023.



Nomination and offer of Appointment

In accordance with Utah Code Annotated 10-3-827, 1953, as amended, the mayor of Huntsville Town, Richard L. Sorensen, with the advice of the Town Council hereby nominates Deanne Smith for appointment for the position of Huntsville Town Tree Board Member.

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

Phone
801.745.3420

Fax
801.745.1792

Web
www.huntsvilletown.com

Dated this 2nd of May 2023

Richard Sorensen, Huntsville Town Mayor

Attest:

Beckki Endicott, Huntsville Town Clerk



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

Acceptance

I, Deanne Smith, accept this nomination and any appointment for the same as indicated above.

Dated this 2nd day of May, 2023

Appointee

Advice and Consent for Appointment

The Huntsville Town Council, hereby certify that the appointment of Deanne Smith was duly approved with the advice and consent of the Town Council at its regular meeting on this 2nd day of May, 2023.



Nomination and offer of Appointment

In accordance with Utah Code Annotated 10-3-827, 1953, as amended, the mayor of Huntsville Town, Richard L. Sorensen, with the advice of the Town Council hereby nominates Jodi Richardson for appointment for the position of Huntsville Town Tree Board Member.

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

Phone
801.745.3420

Fax
801.745.1792

Web
www.huntsvilletown.com

Dated this 2nd of May 2023

Richard Sorensen, Huntsville Town Mayor

Attest:

Beckki Endicott, Huntsville Town Clerk



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

Acceptance

I, Jodi Richardson, accept this nomination and any appointment for the same as indicated above.

Dated this 2nd day of May, 2023

Appointee

Advice and Consent for Appointment

The Huntsville Town Council, hereby certify that the appointment of Jodi Richardson was duly approved with the advice and consent of the Town Council at its regular meeting on this 2nd day of May, 2023.