

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

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

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

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

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

2-Pledge of Allegiance led by TCM Kevin Anderson

3-Opening Ceremony given by TCM Artie Powell

4-Public Comments: No public comments.

5-Sheriff's Report: No report.

6-Presentation of Ragnar Race

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CM Sandy Hunter		X		
CM Artie Powell		X		

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5Q.

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

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

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

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

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


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

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

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

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

Meeting adjourned at 8:28 p.m.


Nikki Wolthuis, Town Clerk



Special Event Information-Ragnar Road Wasatch Back 2024

Event Information

The Ragnar Relay is a 200-mile-long distance running relay race proposed to start in Logan on June 7th, 2024 and end at Brighton Ski Resort June 8, 2024. Teams will conquer one of the most rewarding races in the Ragnar Series as they make their way through stunningly green mountains and postcard worthy countryside during their 200-mile adventure!

We anticipate 300 teams of 6-12 individuals in 2 vehicles per team ("Ultra" teams have six participants and one vehicle), therefore we expect less than 3,500 participants with 300 or less runners spread over 30-50 miles of course at any given time. Teams take turns running relay style to complete the course, picking up a runner and dropping off the next runner at each of the 36 exchange points along the course.

Parking/Traffic Flow:

- Ragnar teams start in waves staggered from 5:00 am – 1:00 pm to spread participants along the course, allowing about an 8–10-hour time frame to pass through communities.
- Throughout most of the race, you can expect only 50-70 vehicles onsite. We anticipate less than
- Each team is responsible for providing two support vehicles, with six runners in each vehicle. The first vehicle will drop off the first runner at the start, and then proceed to the first exchange point. At the first exchange, the vehicle will drop off the second runner and pick up the first runner when that runner's leg is complete. Teams will repeat this pattern for six legs until they hand off to their second vehicle. This leapfrogging pattern will continue all the way to the finish line.

Race Personnel Onsite:

- Ragnar will have an exchange manager present during the entire race and 3-5 volunteers. Additionally, Ragnar staff will be present throughout the event to ensure everything is running smoothly.

Sanitation and Garbage Disposal:

- Ragnar will provide portable toilets and manage all trash cleanup at exchanges.

Safety, Emergencies, and First Aid

Runner safety is of foremost concern. Before a team can begin the race, they must go through a safety gear check and training. All runners sign waivers acknowledging that the course includes areas where there may be traffic congestion and that they must obey race rules, which require observance of all applicable traffic rules and regulations.

Runners and community residents can notify Ragnar through the Ragnar Race Command number, 661-RAGNAR-1 (661-724-6271) with any concerns of problems along the course. Medical personnel are provided at each Major Exchange point, or approximately every 25-35 miles of the course. If a runner encounters a first aid issue at a minor exchange, they are directed to proceed to the closest major exchange to be treated. In the event of an emergency, runners are directed to contact 911 and then notify Ragnar staff.

Volunteers

Exchanges are staffed by a combination of team required volunteers and community groups and charities. Groups and charities are given a donation for providing volunteers to manage exchange logistics such as parking, exchange chute details, team tracking and general runner directions. Volunteers are trained on site by a Ragnar staff member and released by a staff member once the last runner has come through.

Community Impact

Communities directly benefit economically from money spent by participants for food, lodging and other services. Additionally, Ragnar partners with regionally based charities and groups for each event to encompass an even more positive impact on the local communities.

These overnight relays benefit both participants and the communities where they are presented. Participants have been unfailingly enthusiastic about their experiences and there are always a wide variety of human-interest stories associated with these events. These range from the experienced runner finding special meaning through participation in a running event as a member of a team, to the first-time runner who participates at the urging of a friend and discovers previously unknown abilities and a love for running; to families, businesses, old friends and other groups who enhance their relationships as they individually and collectively test their limits; to teams who simply run for a cause, whether in honor of a deceased friend or relative, or to raise money for local charities or another charity of special importance to the team.

Insurance

We are sanctioned under USA Track and Field. If you would like a Certificate of Liability Insurance for \$1 Million in coverage, we are happy to provide that upon request. Please inform us what entity to have listed on that certificate.

Organization Information

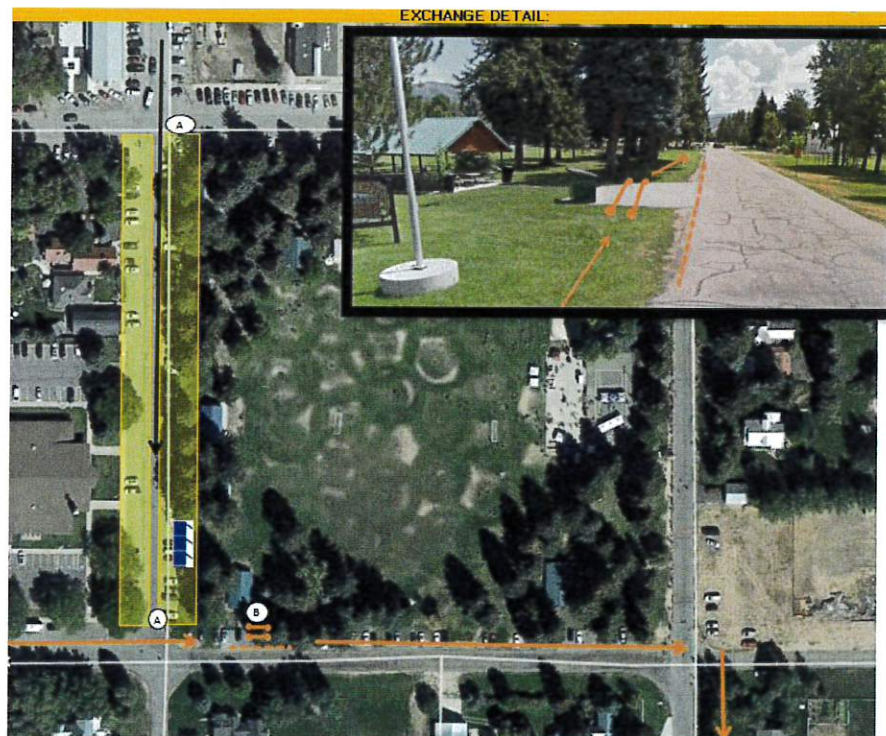
The event is sponsored and managed by Ragnar Events LLC. Ragnar Events presented its first event, the Ragnar Relay Wasatch Back, in Utah in 2004. To date, Ragnar has over 50 events worldwide and is the largest series of overnight relays in the world. For more information, see www.runragnar.com

Event organizer:
Amber Sadlier | Senior Race Director
[Ragnar Relay Series](#) | [Ragnar Events, LLC](#)
5570 W. 1730 S. Suite 1000 | Salt Lake City, UT 84101
C. 435-630-1533
asadlier@runragnar.com | www.runragnar.com

Ragnar Wasatch Back in the town of Huntsville

- Runners are anticipated between the hours of 2:00 PM and 9:00 PM on June 7th, 2024.
- 300 active runners are anticipated to trickle through on sidewalks and road shoulders.
- (2) Officers stationed at the intersection of 7800 E/UT39 and 500 S to assist runners in crossing.
- No road closures are requested.
- Race director will work with UHP for route east of Huntsville.

Route Overview



Leg 9 Runner Directions

1.2 Turn right onto 100 S from 7800 E

0.6 Left on 6800 E which turns into 200 S

0.4 Right onto 7200 E which turns into 300 S. Arrive at Exchange 9 – Huntsville Town Park

Leg 9 Support Vehicle Directions

0.4 Turn right onto 100 S from 7800 E

0.2 Left on 7400 E

4.3 Arrive at Exchange 9 – Huntsville Town Park

Leg 10 Runner Directions

0.1 Depart Huntsville Town Park east on 300 S

0.2 Right onto 7500 E

0.3 Left onto 500 S. Cross the intersection of 500 S and 7800 E/UT39 with the help of officers.

Leg 10 Support Vehicle Directions

0.1 Depart Huntsville Town Park east on 300 S

0.2 Right onto 7500 E

0.3 Left onto 500 S

Straight at the intersection of 500 S and 7800 E/UT39 toward Ex 11

Signage Plan

- Along the course there will be course signs that communicate to the runners which direction to go, on what side of the road to run, which exchange they are at, etc.
- Directional signs are only placed at change of direction intersections.
- Signs are 42" High, 18" Wide, .25" Thick and are made of corrugated plastic. Each sign will be secured to a delineator post barricade.



July 18, 2023

Huntsville Town
7381 East 200 South
PO Box 267
Huntsville, Utah 84317

Mayor Sorensen and Town Council Members,

With the pending potential of an Eden City incorporation, I am formally asking for my property, held in McKay Meadows LLC, into Huntsville Town. A portion of my property is already in Huntsville, and I am seeking for the remainder of land, roughly 35 acres in total, to also be annexed.

I grew up on 400 S. just east of the Chevron and have loved Ogden Valley since. I acquired this property in 2022 and am honored to be a steward of it. Given the history of the McKay family in Huntsville, and that this land was under their collective ownership for over 100-years, I believe its inclusion into the town is natural and consistent with the history of the town.

Currently, the Southeast corner of my property is zoned RE-20 enabling two homes per 1-acre. In exchange for having all of McKay Meadows annexed into Huntsville, I would agree to downzone the portion of my property, currently zoned RE-20, to A-3 zoning. This would be consistent with my vision for the land to remain largely agricultural with 1-2 home sites to be built on the elevated north end of the property and potentially 1-2 home sites and a barn on the south end of the property.

In exchange for agreeing to downzone my property, I request access to utilities and two water shares/connections (both at my cost) from 100 S. As an aside, for the primary residence(s) on the northern bench of the property, I would rely on well water and my current shares in Crooked Creek Water Company rather than Huntsville Town's water.

I am grateful for your service and consideration of this request. I welcome the opportunity to discuss further and answer any questions you may have.

Regards,



Steve Starks
Owner, McKay Meadows LLC
[REDACTED]

Huntsville Town Annexation Petition

Applicant Name: MCKAY MEADOWS LLC, Attn: Steve Starks

Applicant Mailing Address: [REDACTED] HUNTSVILLE, AL 35893

Email: [REDACTED] Phone: _____

Brief Description of Proposed Annexation: _____

This is a request to annex approximately 7.3 acres into Huntsville Town. McKay Meadows LLC owns property that is currently inside the town limits. This annexation is intended to bring this portion of the property under one jurisdiction.

Parcel Owner's Permission for Annexation Petition

The undersigned authorize this petition for Annexation into Huntsville Town:

Parcel Number(s): 240130015 & 240200005

Parcel(s) Owner Name: MCKAY MEADOWS LLC

Parcel(s) Owner Mailing Address: [REDACTED] HUNTSVILLE, AL 35893

Email: [REDACTED] Phone: _____

Parcel Owner Signature: [Signature] Date: 8/22/2023

Title (Authorized Agent): _____

The undersigned authorize this petition for Annexation into Huntsville Town:

Parcel Number(s): _____

Parcel(s) Owner Name: _____

Parcel(s) Owner Mailing Address: _____

Email: _____ Phone: _____

Parcel Owner Signature: _____ Date: _____

Title (Authorized Agent): _____

(For Additional Parcel Owners Use Attached Sheet)

Annexation Petition Criteria (10-2-403 UCA)

Please attach property ownership plat showing all private properties and percentages of land ownership in proposed area.

1. All Petitioners are the owners of private real property located within the area proposed for annexation? (yes) (no)

2. The area being petitioned covers a "Majority of the private land area" within the area proposed for annexation? (yes) (no)

3. The area covers 100% of the private land area within the proposed area? (yes) (no)

4. The petition is accompanied by an accurate and recordable map prepared by a licensed surveyor? (yes) (no)

5. The petition designates up to five (5) of the signers as Sponsors and one (1) Contact Sponsor with the mailing address of each? (yes) (no)

6. Is any of the land in this petition located within a previously filed annexation petition that has not been acted upon by the Town Council? (no) Please specify:

For Town Use:

Date of Petition: _____ Fees Paid: _____

Beckki Endicott, Town Clerk

Huntsville Town Council – Vote to take action on annexation petition

Action is taken at the following Town Council meeting after a minimum of 14 days following the filing of a petition

Approved

Rejected

Mayor Signature: _____ Date: _____

Notes/Conditions: _____

ATTEST:

Beckki Endicott, Town Recorder Date: _____

Huntsville Town Clerk certifies petition: (within 30 days of action) _____

Written notice of certification sent to Town Council, contact sponsor and Weber County Commission

_____ Date: _____
Beckki Endicott, Town Recorder

Huntsville Town Council – Publication of Notice of intent to Annex once a week for three consecutive weeks beginning no later than ten days after receipt of Recorder Notice of Certification. (Attach copies of publications)

Date: _____

Date: _____

Date: _____

Huntsville Town Council – Mail written notice to affected entities within twenty (20) days of the Recorder Notice of Certification. (Attach copies of publication)

Date: _____

Huntsville Town Council – Public Hearing held unless protest is filed within thirty (30) days of notice to affected entities. (Attach minutes and Resolution of Annexation or Annexation Ordinance and Agreement)

Date: _____

Huntsville Town Council – Vote on Annexation Agreement & Ordinance

Approved

Conditional Approval

Rejected

Deferred

Mayor Signature: _____ Date: _____

Notes/Conditions: _____

ATTEST:

_____ Date: _____
Beckki Endicott, Town Recorder

ADDITIONAL PARCEL OWNERS

Parcel Owner's Permission for Petition to Annex into Huntsville Town

The undersigned authorize this petition for annexation into Huntsville Town:

Parcel Number(s): _____

Parcel(s) Owner Name: _____

Parcel(s) Owner Mailing Address: _____

Email: _____ Phone: _____

Parcel Owner Signature: _____ Date: _____

Title (Authorized Agent): _____

The undersigned authorize this petition for annexation into Huntsville Town:

Parcel Number(s): _____

Parcel(s) Owner Name: _____

Parcel(s) Owner Mailing Address: _____

Email: _____ Phone: _____

Parcel Owner Signature: _____ Date: _____

Title (Authorized Agent): _____

The undersigned authorize this petition for annexation into Huntsville Town:

Parcel Number(s): _____

Parcel(s) Owner Name: _____

Parcel(s) Owner Mailing Address: _____

Email: _____ Phone: _____

Parcel Owner Signature: _____ Date: _____

Title (Authorized Agent): _____

The undersigned authorize this petition for annexation into Huntsville Town:

Parcel Number(s): _____

Parcel(s) Owner Name: _____

Parcel(s) Owner Mailing Address: _____

Email: _____ Phone: _____

Parcel Owner Signature: _____ Date: _____

Title (Authorized Agent): _____

Plat of Addition to the Corporate Limits of Huntsville City

Ordinance No. _____
A part of the Northeast Quarter of Section 18, T6N, R2E, SLB&M, U.S. Survey
Weber County, Utah
August 2023



SUBJECT'S CERTIFICATE
I, Andy Hubbard, do hereby certify that I am a Professional Land Surveyor in the State of Utah, and that I hold Certificate No. 624990 in accordance with Title 86, Chapter 22, of the Utah Code, which title and chapter have been amended from time to time. I have completed a survey of the property described herein in accordance with Sections 17-23-17 and 17-23-18 of the Utah Code, which title and chapters have been amended from time to time. The scale and is a true and correct representation of the following description of lands included in this plat as shown on the attached map. The plat has been prepared in accordance with the Utah Code. All local monuments have been found or placed as represented on this plat.

Signed this _____ day of _____, 2023.

Andy Hubbard
License No. 624990

HUNTSVILLE CITY APPROVALS

This is to certify that we, the City Council of Huntsville City, Weber County, Utah have received a petition signed by a majority of the owners and the owners of at least one third in value of the property described herein and that a copy of the ordinance or resolution has been prepared for filing herewith. It has been examined and do hereby approve and accept the annexation of the same as shown on this plat as a part of said city.

Witness my hand and official seal this _____ day of _____, 2023.

Mayor
City Recorder

BOUNDARY DESCRIPTION

Commencing at the South Quarter corner of Section 2, Township 6 North, Range 2 East, Salt Lake Meridian U.S. Survey; thence 88.28 feet North 89°05'15" East along the section line to South 01°55'17" East 211.43 feet; thence South 88°16'17" East 629.38 feet to the West side of the line to East Weber Avenue; thence South 88°16'17" East 410.06 feet along said course along said corporate limits as follows: (1) North 89°05'29" West 410.00 feet; (2) North 89°05'29" West 410.00 feet; (3) North 89°05'29" West 410.00 feet; and (4) North 07°18'31" East 274.88 feet to the POINT OF BEGINNING.

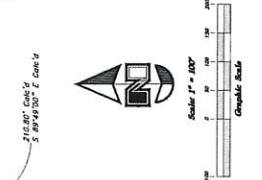
Containing 271.274 acres, more or less.
or 7.8602 acres, more or less.

NARRATIVE

This annexation Plat was requested by Mr. Steve Shores for the purpose of annexing the _____ a line with the bearing of South 88°16'17" West between the Brass Cop Monuments was used as the basis of bearings for this plat.

WEBER COUNTY RECORDER	
FILED	_____
RECORDED	_____
INDEXED	_____
FILED	_____
WEBER COUNTY RECORDER	
BY:	_____

North Quarter Corner of Section 7, T6N, R2E, SLB&M, U.S. Survey (Brass Cop Monument not Found)
N 89°43'37" E 540.82' W C.C.S.
383.87' Calc'd (488.60' W.C.S.)
From Brass Corner for the Northeast Quarter of Section 7, T6N, R2E, SLB&M, U.S. Survey (Found Monuments 2023)



LEGEND

- (Calc.) Calculated
- (Meas.) Measured
- Section Corner
- Proposed Huntsville City Boundary
- Proposed Huntsville City Boundary
- Current Weber County Boundary
- Existing Parcel/Lot Line
- Section Line
- Section Boundary
- Section Boundary



Weber County
PLAT NO. 2023-002

WEBER COUNTY SURVEYOR

I hereby certify that the Weber County Surveyor's Office has reviewed this plat and all conditions for approval of this plat have been met. The Surveyor does not relieve the Licensed Land Surveyor who executed this plat of his/her responsibilities and/or liabilities associated therewith.

Signed this _____ day of _____, 2023.

Weber County Surveyor
Record of Survey # _____

Intersection of 7800 East and 200 South Street (Found Monument in Good Condition)
S 89°43'37" E 540.82' W C.C.S.
383.87' Calc'd (488.60' W.C.S.)
From Brass Corner for the Northeast Quarter of Section 7, T6N, R2E, SLB&M, U.S. Survey (Found Monuments 2023)





Attention: Your property may be affected by a proposed annexation.

August 9, 2023

MCKAY MEADOWS LLC
10652 IRON MOUNTAIN DR
SOUTH JORDAN UT 84095

Parcel Numbers
21-007-0012, 24-013-0013
24-013-0015, 24-020-0001
24-020-0005

Records show that you own property within an area that is intended to be included in a proposed annexation to Huntsville Town or that is within 300 feet of that area. If your property is within the area proposed for annexation, you may be asked to sign a petition supporting the annexation. You may choose whether to sign the petition. By signing the petition, you indicate your support of the proposed annexation. If you sign the petition but later change your mind about supporting the annexation, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Huntsville Town within 30 days after Huntsville Town receives notice that the petition has been certified.

There will be no public election on the proposed annexation because Utah law does not provide for an annexation to be approved by voters at a public election. Signing or not signing the annexation petition is the method under Utah law for the owners of property within the area proposed for annexation to demonstrate their support of or opposition to the proposed annexation.

You may obtain more information on the proposed annexation by contacting:

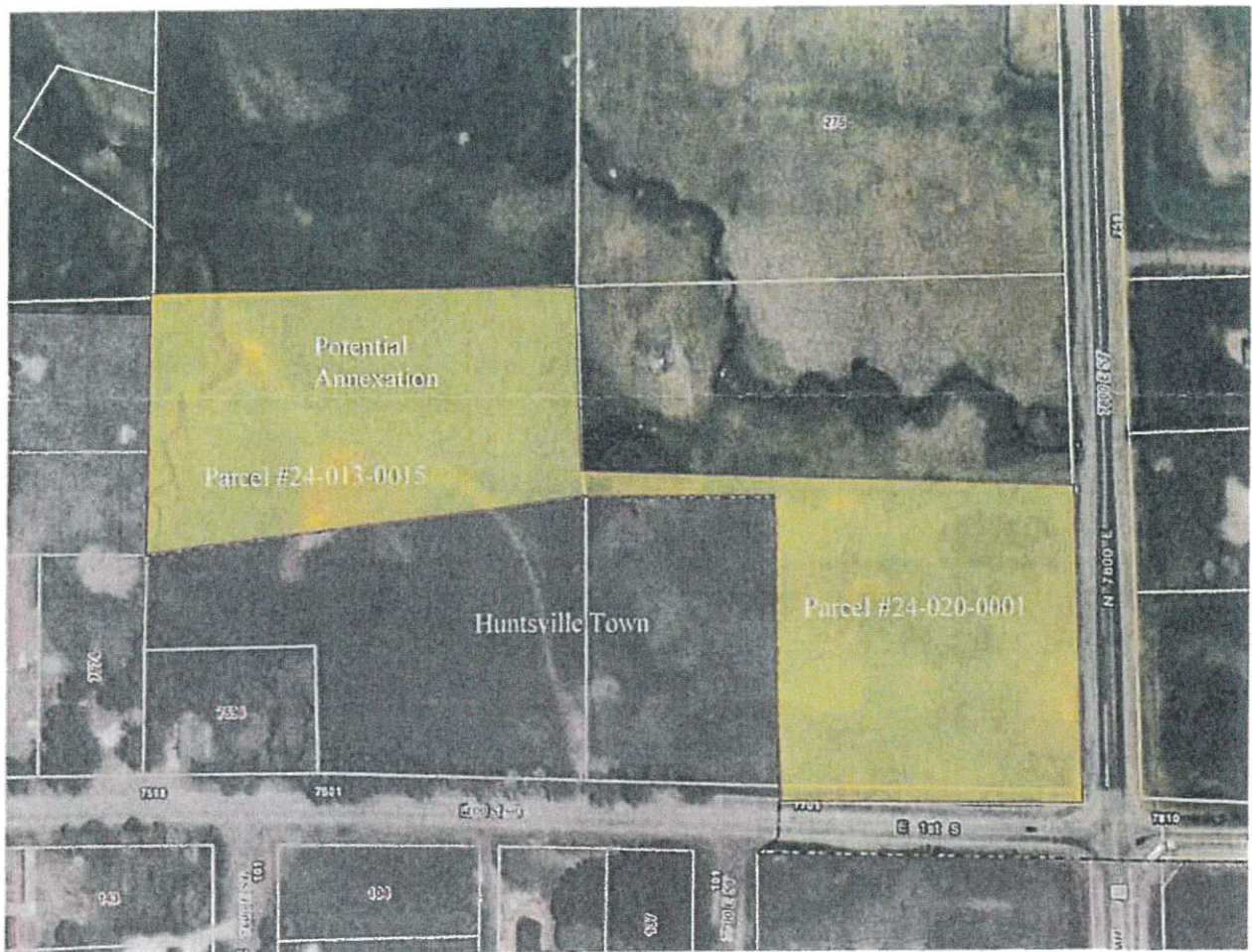
Huntsville Town
Attn: Nikki Wolthuis
PO Box 267
Huntsville, Utah 84317
clerk@huntsvilletown.com
Phone (801) 745-3420

Once filed, the annexation petition will be available for inspection and copying at the office of:

Huntsville Town
7381 E 200 S
Huntsville, Utah 84317

This notice, along with the attached map, is being mailed by the Weber County Clerk/Auditor's Office in compliance with Utah Code Ann. 10-2-403.

EXHIBIT A
DEPICTION OF SUBJECT PROPERTY



McKay Meadows Annexation

MCKAY MEADOWS LLC
10652 IRON MOUNTAIN DR
SOUTH JORDAN UT 84095

July 27, 2023

VIA U.S. MAIL AND EMAIL

Huntsville Town - Clerk's Office
Attn: Beckki Endicott Town Clerk
PO Box 267
Huntsville, UT 84317
bendicott@huntsvilletown.com

Weber County Recorder's Office
Attn: Bahy Rahimzadegan,
Chief Deputy
Recorder/Surveyor
2380 Washington Blvd
Ogden, Utah 84401
recorder@webercountyutah.gov

Weber School District
5320 Adams Ave. Pkwy
Ogden, UT 84405
rpetersen@wsd.net

Ogden Valley Park Service Area
PO Box 34
Eden, UT 84310
info@ogdenvalleyparks.com

Weber Fire District
2023 West 1300 North
Farr West, Utah 84404
jwhipple@weberfd.com

Weber Area Dispatch 911 and Emergency
Services District
2186 Lincoln Avenue
Ogden, Utah 84401
feedback@weber911.org

Weber Basin Water Conservancy District
2837 E Hwy 193
Layton, UT 84040
ksearle@weberbasin.com

Weber County Mosquito Abatement District
505 W 12th St
Ogden, UT 84404
keith@webermad.org

Notice of Intent to File Petition to Annex the Parcels Identified Below:

Ladies and Gentlemen:

Pursuant to Utah Code Ann. § 10-2-403, the undersigned real property owners respectfully notifies Huntsville Town Recorder's Office, the Weber County Recorder's Office, and each "affected entity" that it intends to file a petition to annex that certain real property located at approximately 7750 E 100 S Huntsville, in Weber County, Utah, more particularly described and depicted on **Exhibit A** attached hereto, into Huntsville Town, Utah.

July 27, 2023

Page 2

The undersigned requests both the Huntsville Town and Weber County to comply with and follow the procedures, notice requirements, and other provisions of Utah Code Ann. § 10-2-403 to accomplish the annexation of the subject property into the Town of Hideout.

The undersigned requests the Huntsville Town to deliver an annexation petition to the undersigned upon receipt of the certificate from Weber County indicating that the proper landowners have been notified. We appreciate your attention to this important matter. If you have any questions or concerns, please contact the Jason Boal at 801.257.1917

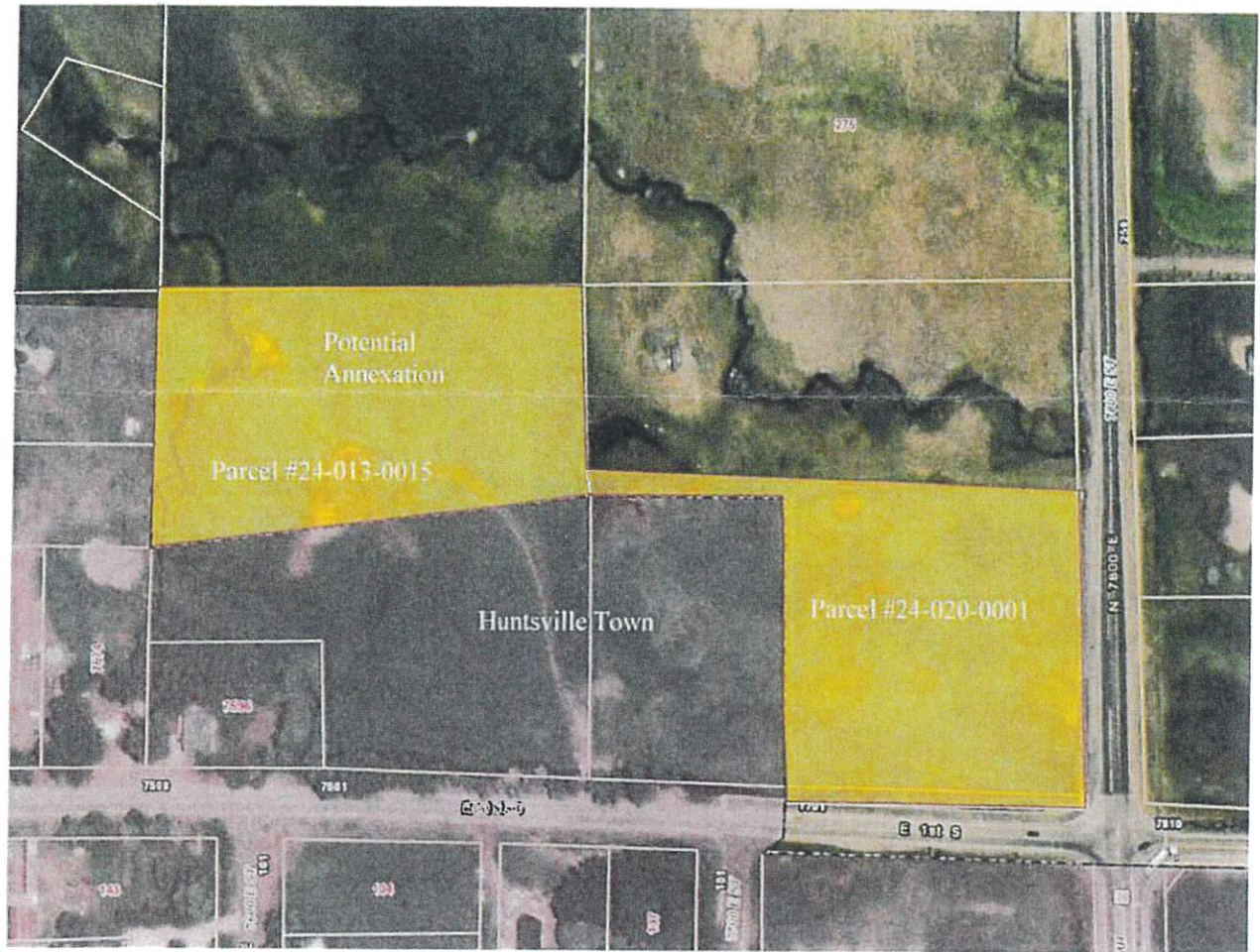
Sincerely,

A handwritten signature in black ink, appearing to read "Steve Starks", written over a horizontal line.

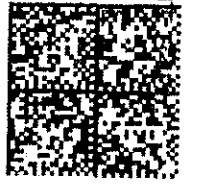
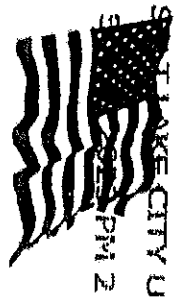
Steve Starks, on behalf of:
MCKAY MEADOWS LLC

Enclosures

EXHIBIT A
DEPICTION OF SUBJECT PROPERTY



MCKAY MEADOWS LLC
10652 IRON MOUNTAIN DR
SOUTH JORDAN, UT 84095

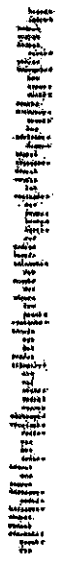


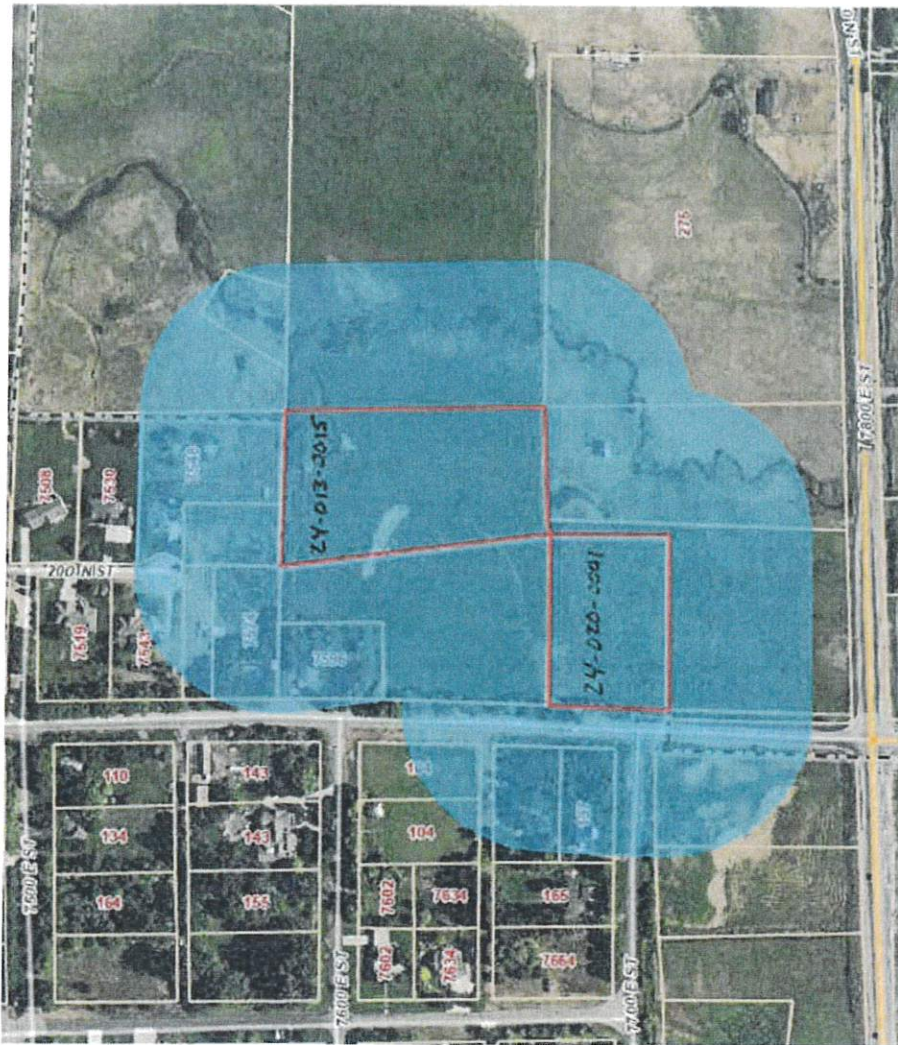
quodient
FIRST-CLASS MAIL
IMI
\$000.63
08/04/2023 ZIP 84101
043M31223874

US POSTAGE

WEBER COUNTY RECORDER'S OFFICE
Attn: Betsy Rahimzadegan, Chief Deputy Recorder/Surveyor
2380 Washington Blvd
Ogden, Utah 84401

84401-148595





Enhanced Search

By Shape By Value By Statistics Results

Optionally apply a search distance:

300 Feet



[Clear Buffer](#)

Search features of:

Parcels

Using one of these spatial relationships:



Huntsville Town Annexation Petition

Applicant Name: ~~Matt Lowe~~ John Lowe

Applicant Mailing Address: 6028 S. Ridgeline Dr., Ogden, UT 84405

Email: [REDACTED] Phone: [REDACTED]

Brief Description of Proposed Annexation: We are requesting the annexation of our property into the boundaries of Huntsville Town. The west boundary of the parcel is adjacent to the current town boundary. We are proosing a 4-Lot subdivision, with a minimum of 3 acres.

Parcel Owner's Permission for Annexation Petition

The undersigned authorize this petition for Annexation into Huntsville Town:

Parcel Number(s): 21-026-0042

Parcel(s) Owner Name: Lowe Properties LC

Parcel(s) Owner Mailing Address: [REDACTED]

Email: [REDACTED] Phone: [REDACTED]

Parcel Owner Signature: [Signature] Date: June 6, 2025

Title (Authorized Agent): Manager

The undersigned authorize this petition for Annexation into Huntsville Town:

Parcel Number(s): _____

Parcel(s) Owner Name: _____

Parcel(s) Owner Mailing Address: _____

Email: _____ Phone: _____

Parcel Owner Signature: _____ Date: _____

Title (Authorized Agent): _____

(For Additional Parcel Owners Use Attached Sheet)

Annexation Petition Criteria (10-2-403 UCA)

Please attach property ownership plat showing all private properties and percentages of land ownership in proposed area.

- 1. All Petitioners are the owners of private real property located within the area proposed for annexation? (yes) (no)**

- 2. The area being petitioned covers a "Majority of the private land area" within the area proposed for annexation? (yes) (no)**

- 3. The area covers 100% of the private land area within the proposed area? (yes) (no)**

- 4. The petition is accompanied by an accurate and recordable map prepared by a licensed surveyor? (yes) (no)**

- 5. The petition designates up to five (5) of the signers as Sponsors and one (1) Contact Sponsor with the mailing address of each? (yes) (no)**

- 6. Is any of the land in this petition located within a previously filed annexation petition that has not been acted upon by the Town Council? (yes) (no) Please specify:**

For Town Use:

Date of Petition: _____ Fees Paid: _____

Beckki Endicott, Town Clerk

Huntsville Town Council – Vote to take action on annexation petition

Action is taken at the following Town Council meeting after a minimum of 14 days following the filing of a petition

Approved

Rejected

Mayor Signature: _____ Date: _____

Notes/Conditions: _____

ATTEST:

Beckki Endicott, Town Recorder

Date: _____

Huntsville Town Clerk certifies petition: (within 30 days of action) _____

Written notice of certification sent to Town Council, contact sponsor and Weber County Commission

Beckki Endicott, Town Recorder Date: _____

Huntsville Town Council – Publication of Notice of intent to Annex once a week for three consecutive weeks beginning no later than ten days after receipt of Recorder Notice of Certification. (Attach copies of publications)

Date: _____

Date: _____

Date: _____

Huntsville Town Council – Mail written notice to affected entities within twenty (20) days of the Recorder Notice of Certification. (Attach copies of publication)

Date: _____

Huntsville Town Council – Public Hearing held unless protest is filed within thirty (30) days of notice to affected entities. (Attach minutes and Resolution of Annexation or Annexation Ordinance and Agreement)

Date: _____

Huntsville Town Council – Vote on Annexation Agreement & Ordinance

- | | |
|-----------------------------------|---|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Conditional Approval |
| <input type="checkbox"/> Rejected | <input type="checkbox"/> Deferred |

Mayor Signature: _____ Date: _____

Notes/Conditions: _____

ATTEST:

Beckki Endicott, Town Recorder Date: _____

ADDITIONAL PARCEL OWNERS

Parcel Owner's Permission for Petition to Annex into Huntsville Town

The undersigned authorize this petition for annexation into Huntsville Town:

Parcel Number(s): _____

Parcel(s) Owner Name: _____

Parcel(s) Owner Mailing Address: _____

Email: _____ Phone: _____

Parcel Owner Signature: _____ Date: _____

Title (Authorized Agent): _____

The undersigned authorize this petition for annexation into Huntsville Town:

Parcel Number(s): _____

Parcel(s) Owner Name: _____

Parcel(s) Owner Mailing Address: _____

Email: _____ Phone: _____

Parcel Owner Signature: _____ Date: _____

Title (Authorized Agent): _____

The undersigned authorize this petition for annexation into Huntsville Town:

Parcel Number(s): _____

Parcel(s) Owner Name: _____

Parcel(s) Owner Mailing Address: _____

Email: _____ Phone: _____

Parcel Owner Signature: _____ Date: _____

Title (Authorized Agent): _____

The undersigned authorize this petition for annexation into Huntsville Town:

Parcel Number(s): _____

Parcel(s) Owner Name: _____

Parcel(s) Owner Mailing Address: _____

Email: _____ Phone: _____

Parcel Owner Signature: _____ Date: _____

Title (Authorized Agent): _____

Property Owners Affidavit

I (we) Lowe Properties, LLC (John E. Lowe), being first duly sworn, depose and say that I (we) am (are) the current owner of the property involved in this application: that I (we) have read the application and attached plans and other exhibits and are familiar with its contents; and that said contents are in all respects true and correct based upon my personal knowledge.

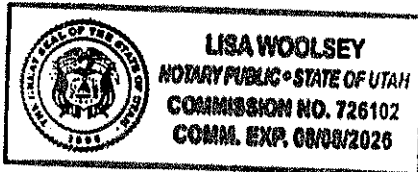
[Signature]

Owner's Signature

Owner's Signature (co-owner if any)

Subscribed and sworn to before me this 7th day of August, 20 23.

[Signature]
Notary Public



Residing in 223 W. 1550 S. Morgan, UT
My commission expires: 8/8/2026 84050

Agent Authorization

I (we), Lowe Properties, LLC (John E. Lowe), the owner(s) of the real property located at Parcel 210260042, in Weber County City, State of Utah, do hereby appoint Reeve & Associates, Inc., as my (our) agent to represent me (us) with regard to this application affecting the above described real property, and authorize Reeve & Associates, Inc. to appear on my (our) behalf before any City board, commission, or council regarding this application.

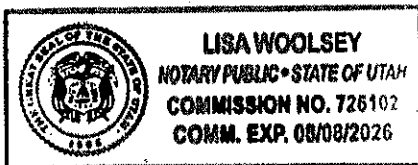
[Signature]

Owner's Signature

Owner's Signature (co-owner if any)

On the 7th day of August, 20 23, personally appeared before me

[Signature]
Notary Public



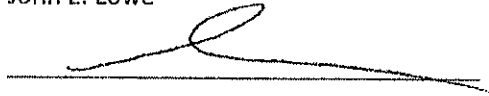
Residing in 223 W. 1550 S. Morgan, UT
My commission expires: 8/8/2026 84050

Lowe Properties, LC
John E. Lowe

NOTICE OF INTENT TO ANNEX

In accordance with Utah Code §10-2-403, I, John Lowe and Mandy Madrid, petitioners and authorized agents of Lowe Properties, LC, 6028 S. Ridgeline Drive., Ogden, Utah 84405, do hereby inform you of the intent to submit to the Huntsville Town a formal Petition for annexation all of Weber County Parcel 210260042 which is located immediately east of the Town border and south of State Road 39 as shown on the enclosed Map, and consisting of approximately 12.845 acres. This notice is being sent to you because you are considered an "affected entity" as defined in State Law.

John E. Lowe

A handwritten signature in black ink, appearing to read 'John E. Lowe', is written over a horizontal line. The signature is fluid and cursive, with a large loop at the end.

8/1/2023

Weber County Commissioners
2380 Washington BLVD
Ogden, UT 84403

UDOT Region 1
166 Southwell St
Ogden, UT 84404

Weber County Fire District
David Austin
2023 W. 1300 N
Farr West, UT 94404

Weber School District
5320 Adams Ave
South Ogden, UT 84403

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

Century Link
431 26th Street
Ogden, UT 84401

Huntsville Waterworks
PO Box 283
Huntsville, UT 84317

Wasatch Front Regional Council
41 N. Rio Grande St.
Salt Lake City, UT 84116

Mayor Richard Sorensen
PO Box 401
Huntsville, UT 84317

United States Post Office
3680 Pacific Avenue
Ogden, UT 84401

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

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

Forest Service
Attn: Sean Harwood
507 25th Street, Ste #103
Ogden, UT 84401

Questar
2947 Washington Boulevard
Ogden, UT 84401

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

Huntsville Town
Attn: Allen Endicott
7667 East 300 South
Huntsville, UT 84317

Liberty Broadband
PO Box 856
Eden, UT 84310

Weber County Recorder/Surveyor
Suite #370 2380 Washington Blvd.
Ogden, Utah 84401

Weber County Clerk/Auditor

September 8, 2023



WEBER COUNTY

Ricky D. Hatch, CPA
Clerk/Auditor

To: All Property Owners within 300 feet of Weber County Parcel #210260042

Subject: Notice of Annexation of Weber County Parcel #210260042 (Utah State code 10-2-403
(2)(b)(i)(A))

Dear Property Owner,

Your property may be affected by a proposed annexation. Records show that you own property within an area that is intended to be included in a proposed annexation to Huntsville Town or that is within 300 feet of that area. If your property is within the area proposed for annexation, you may be asked to sign a petition supporting the annexation. You may choose whether to sign the petition. By signing the petition, you indicate your support of the proposed annexation. If you sign the petition but later change your mind about supporting the annexation, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Huntsville Town within 30 days after Huntsville Town receives notice that the petition has been certified.

There will be no public election on the proposed annexation because Utah law does not provide for an annexation to be approved by voters at a public election. Signing or not signing the annexation petition is the method under Utah law for the owners of property within the area proposed for annexation to demonstrate their support of or opposition to the proposed annexation.

You may obtain more information on the proposed annexation by contacting Nikki Wolthuis, clerk@huntsvilletown.com. Once filed, the annexation petition will be available for inspection and copying at the office of Huntsville Town located at 7381 E. 200 S. Huntsville.

Sincerely,

A handwritten signature in black ink that reads "Ricky Hatch".

Ricky Hatch, CPA
Weber County Clerk/Auditor

September 15, 2023



WEBER COUNTY

Ricky D. Hatch, CPA
Clerk/Auditor

To: Nikki Wolthuis, Huntsville Clerk/Recorder
7381 East 200 South
Huntsville, UT
84317

Subject: Certification of Annexation Notice for Weber County Parcel #210260042

Dear Nikki,

Per Utah State code 10-2-403(2)(b)(i)(B), this letter confirms all property owners within 300 feet of the subject parcel have been notified of the proposed annexation and a copy of the notice is provided in the attachments listed below.

The cost of the mailings was below \$100 therefore Huntsville will not be invoiced to cover those expenses. Please feel free to reach out with any questions.

Sincerely,

A handwritten signature in black ink that reads "Ricky Hatch".

Ricky Hatch, CPA
Weber County Clerk/Auditor

ATTACHMENTS:

1. Huntsville Annexation Notice for Weber County Parcel #210260042, including:
 - a. Huntsville Annexation Letter - Weber County Parcel 210260042 (9-08-2023)
 - b. Proposed Annexation Plat

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING
Thursday, September 7, 2023, 5:00 p.m.
Huntsville Town Maintenance Bldg., 165 South 7500 East, Huntsville

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

Citizens: Lt. Cowley, Carol Stoker- Water Meter Reader, Cathy Stoker- Cemetery Sexton, Ron Gault- Water Board Chair
Zoom: TCM Sandy Hunter

1-Mayor Sorensen called the meeting to order.

There is a full quorum present.

2-Pledge of Allegiance led by Cathy Stoker

3-Opening Ceremony given by TCM Bruce Ahlstrom.

4-Public Comments:

Carol Stoker had a concern about a parked boat creating a blind spot on the corner of 7400 E. and 400 S. Lt. Cowley said he would check it out.

TCM Kevin Anderson asked when the bridge that was washed out on the pathway leading to Winter's Grove would be fixed. TCM Powell gave input regarding the state of the bridge. They questioned whether a temporary fix would do but decided it would be too dangerous. Mayor Sorensen suggested they discuss the issue with Sean Harwood in their upcoming meeting.

5-Sheriff's Report: Lt. Cowley did not have a report for this meeting.

6-Discussion and/or Action on approval of Resolution 23-09-07 Weekend Interment Fees

(See Attachment #1) Cathy Stoker, Cemetery Sexton spoke about the difficulty of having a burial on a Saturday. Because of the crowds at Cemetery Point Beach, it takes extra long for Lonny Bailey to get in and out to do his work when there is a burial on a weekend. Many other cemeteries charge extra fees for weekend burials, and it would be nice to compensate Lonny for his extra time and effort on those days. The extra fee might also be a deterrent to help keep weekend burials from happening.

TCM Ahlstrom also explained how many more burials there have been this year than in years past. TCM Powell wondered if the \$200 extra was enough. It would not necessarily deter people

from requesting burials on weekends. TCM Ahlstrom suggested the fee was more to compensate Lonny than to deter others from having weekend burials.

TCM Anderson motioned to adopt resolution 2023-09-07 for the reasons discussed. TCM Ahlstrom seconded it. Roll Call vote. Votes reflected below. Motion passed.

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

7. Discussion and/or action on approval of minutes for TC Meeting 8-23-23.

(See attachment #2)TCM Ahlstrom motioned to approve minutes for TC Meeting 8-23-23. TCM Powell seconded the motion. All votes Aye. Motion passed.

8- Discussion and/or action on special event permit for Intermountain Harley.

(See Attachment #3) Mayor Sorensen stated that Harley riders are generally respectable people. He used to own a Harley. Details of the event were given by Nikki Wolthuis, Town Clerk. The event planners are planning on hiring a band to play music. With the event being on a Sunday the TC was concerned about the music disrupting church services. Bill Morris, Town Attorney stated that because it's a public park the public is allowed to use it and you have to give a broad discretion. Mayor Sorensen read the description of the event from the application. TCM Anderson asked Attorney Morris what were the Town's options as far as regulation. They talked about time, place, and manner. The town can regulate the sound for the time, place and manner. TCM Anderson had an issue with having loud music in the park on Sundays. Bill Morris explained that the Town needs to put that in their park regulations to cover all such events. The TC discussed having the event planners wait until 2:00 when church gets out for the music to start. Mayor Sorensen remembered that in years past music that was being played in Huntsville Square on Sundays was disruptive.

The TC spent time discussing porta potties, garbage and fees. **TCM Ahlstrom motioned to approve the special event for Intermountain Harley with the request that they not start the music until 2:00 pm and request that they get some additional porta potties. TCM Powell seconded the motion. All votes Aye. Motion passed.**

9- Discussion and/or action on improvements to the Aldous Cabin.

Mayor Sorensen mentioned that last year he got a letter from one of the docents who give tours in the cabin on Saturdays pleading with the Town to fix the cabin. A few years ago, a tree fell on it and damaged the roof. Last winter Mayor Sorensen and TCM Ahlstrom covered the cabin with plastic to keep the cabin safe from the weather. The cover blew off in one of the storms.

Mayor Sorensen explained the cost of fixing the roof. They have had a few bids that have come in high, but lower than others. The cedar shakes are expensive. The TC thought the roof price

was high. Attorney Bill Morris talked about getting a RAMP grant for the project. Mayor Sorensen explained that they wanted to do that last year but did not dare ask when they were already asking so much for the Town Hall/Community Center. Cathy Stoker wondered if a historical society in the area might be able to help with costs. Bill Morris suggested the Weber Heritage Foundation.

TCM Anderson motioned to approve spending up to \$14,000 to repair the cabin, to take three bids and pick the lowest responsible bid. TCM Ahlstrom seconded the motion. Roll call vote. Votes reflected below. Motion passed.

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

10. Discussion and/or action on the Consolidation of Town Lots

(See Attachment #4) Mayor Sorensen read the email explaining the options of consolidation. The Town can consolidate two of the parcels and add them to the tax ID number of lot # 24-132-001 that the Town Shed is on or create an entirely new lot by surveying the property and altering the subdivided lot to include all three parcels. Attorney Bill Morris suggested they vacate the subdivision. He advised that the consolidation of all three lots was the best thing to do because you cannot build across lot lines. There are also setbacks for construction that would need to be followed.

TCM Anderson motioned to vacate lot #4 of the Town Park Subdivision (24-132-001) and combine that property with parcel #24-014-0040 and parcel #24-014-0039 to form one consolidated lot. TCM Powell seconded the motion. Attorney Morris clarified that a survey would be needed whether the subdivision is vacated or amended. A survey would cost around \$2,500. **Roll Call Vote. Votes reflected below. Motion passed.**

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

11. Discussion and/or action on the Annexation Policy Plan Map

Mayor Sorensen invited Town Attorney Bill Morris to the meeting to answer annexation questions. Attorney Morris began by explaining that there are a few annexations pending, that

the law has changed recently, and the process can be confusing. He presented the Annexation Policy Map that reflects the changes made in the last meeting and that includes the pending annexations.

Bill Morris asked the TC about including Forest Service lands. He explained that the town could be getting revenue from citations given on those lands.

There was a question from the TC whether the Town would be forced to annex land into the Town that was not part of the other new city's boundaries. Attorney Morris said that the Town would not be forced to annex any property outside of the Town's boundaries, however the state legislature is moving towards requiring that. They do not like having unincorporated pockets of land within a city. He added that the Town needs to plan for providing water to any property within the Annexation Expansion Area Map.

The issue of zoning was brought up. Attorney Morris clarified that a property that is annexed into the Town is annexed with the same zoning that it was in Unincorporated Weber County unless the Town designates a different zone upon annexation. A discussion followed about different property owners wanting to annex into the Town. They discussed the zoning, how many lots and water connections they had, about who still wanted to annex and who had changed their minds. A few property owners were planning to be annexed together.

Annexing the McKay Meadows property (Starks) was discussed. One of the parcels that is part of a proposed annexation is in the RE-20 zone which allows 1 home per 20,000 sq. ft. or in other words 2 homes per acre. Mayor Sorensen explained that the owner of the property has agreed to rezone to A-3 if annexed into the Town. TC members expressed concern about that property because of the wetlands and the headache that developing on that land would create. TCM Hunter stated that property taxes do not bring in a lot of revenue and allowing people to annex into the Town because they want to be part of it was not necessarily helping the Town. The Town will be providing services but will not get much in return. Mayor Sorensen explained that the advantage of annexing this property was changing the zoning from RE-20 to A-3.

Ron Gault recalled that there is another property in town with the RE-20 zoning down in the river bottoms. It is just outside of town, but the property owner once petitioned for annexation because of the need for water. He had proposed a high-density development there but ran out of money and it was never developed. TCM Anderson wondered if the Town would have to annex the property into the town in the future at the current zoning of RE-20 if it is on their expansion area map. Could there be an agreement in place to prevent that from happening? TCM Powell said that the owners of that property have expressed a desire to keep it undeveloped, but, until they create a conservation easement or enter an agreement to rezone it, he is nervous about what could happen.

The TC discussed water availability. Attorney Morris stated that upon annexation, if the Town does not have enough available connections for the current zoning, the Town can require a rezone. TCM Anderson wondered if they could start formal discussions on rezoning that property, but Attorney Morris and others said they would need to wait until annexation. TCM Anderson clarified that he wondered if they could only discuss zoning in that area so that when annexation was proposed the Town would have a plan in place.

The discussion turned once again to the Forest Service lands. It was agreed that the Town would be better off getting the revenue from the citations given on that property. TCM Ahlstrom asked

if Anderson Cove would be on the map. Cathy and Carol Stoker stated that Anderson Cove and several nearby properties were already on the Town's water system.

TCM Hunter said they need to include in the Annexation Policy Plan the zoning rules for annexation. Attorney Morris explained that to make changes to the Annexation Policy Plan they would need to have two public hearings; one for the Planning Commission and one for the Town Council. TCM Hunter said that she did not want them to have to start the process over, but it was important to be able to add the zoning requirements.

TCM Anderson made a motion to table the issue until the next meeting to make additional changes to the map to indicate the Starling property is annexed conditionally based upon the approved zoning, and to amend the Annexation Policy Plan accordingly. TCM Anderson made an amendment to the motion to include the Starks' properties if they are upzoned to A-3. Another amendment was made to add Forest Service lands to the Expansion Map. TCM Ahlstrom seconded the motion. Roll Call vote. Votes reflected below. Motion passed.

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

TCM Anderson motioned to adjourn the meeting. TCM Ahlstrom seconded the motion.

Meeting adjourned at 6:49 p.m.

Nikki Wolthuis, Town Clerk

HUNTSVILLE TOWN
ORDINANCE NO. 2023-09-21
CULINARY WATER RATES

AN ORDINANCE OF HUNTSVILLE TOWN, UTAH, AMENDING THE
CULINARY WATER RATES FOR THE TOWN; SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, *Utah Code Annotated* §10-8-22 allows the Town to impose culinary water rates;

WHEREAS, the Town finds that its water resources are limited, and that the Town is in need of additional funds to support its culinary water system and associated infrastructure;

WHEREAS, the Town has engaged Ron Gault, its Water Board Chair, who recommends that water rates be increased as proposed in this Ordinance;

WHEREAS, the Town provided the requisite notice of the public meeting where all culinary retail water customers were afforded the same opportunity to appear and participate in a public meeting addressing culinary water rates;

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

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

Section 2: Culinary Water Rate Schedule. The following culinary water rates are hereby imposed:

Culinary Water Rate Schedule	
Culinary Water Base Rate	\$ Increase
Overages	\$ Increase

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 take effect immediately upon approval and posting.

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

Mayor

ATTEST:

Town Clerk

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) Huntstilletown.com, 2) Huntsville Town Office Building, and 3) Utah Public Notice Website on the above referenced dates.

Town Clerk

DATE: _____

Notice of Culinary Water Rate Increase

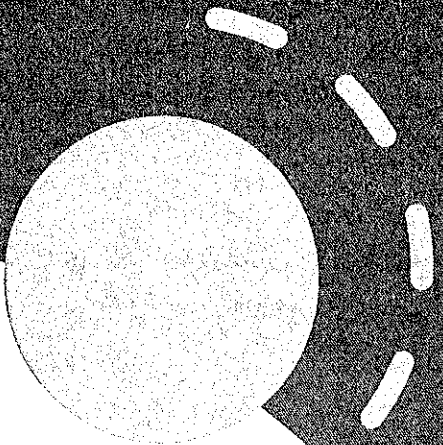
In accordance with Utah Code 10-8-22, the Huntsville Town Council hereby gives notice that the Town will hold a public meeting at the Huntsville Town Maintenance Building on September 21, 2023, at 5:00 PM, to increase culinary water rates. Any person interested in attending will be afforded the opportunity to appear and participate in a public meeting addressing culinary water rates.

CERTIFICATE OF POSTING

I hereby certify that the foregoing Notice was posted on the Utah Public Notice Website and at the Town Office located at 7381 E. 200 S. Huntsville.

DATE: _____

Nikki Wolthuis, Town Clerk



HUNTSVILLE TOWN CULINARY WATER RATES INCREASE JUSTIFICATION

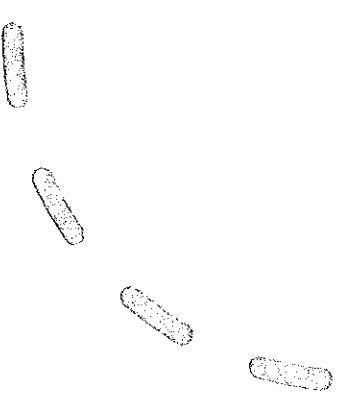
September 21, 2023
Revision 1

Agenda

- What's Our Fixed Costs to Deliver Water?
- What's Our Overall Cost to Deliver Water?
- A Simple Calculation for Our Water Cost
- Statistics on Current Water Usage
- How do Our Costs Compare to Our Rates?
- Historical Huntsville In-Town Culinary Water Rates
- So, Are We Charging Enough to Cover Our Costs?
- Considerations Regarding Future Water Rates
- Recommendations
- Sample Impact of Proposed Monthly Increases

What's Our Fixed Costs to Deliver Water?

- No simple answer!
 - Water rights
 - One time purchase of \$400,000
 - Ongoing cost of \$10,000/yr
 - Water Source Maintenance
 - Springs
 - Well
 - Treatment Plant Maintenance
 - Chemicals, filters, sensors, pumps, ponds, etc.
 - Utilities
 - Distribution System Maintenance
 - Most unpredictable, likely to continue increasing
 - Monitoring, testing, recording, and reporting to State
 - Labor
 - Plant operators
 - Meter readers
 - Infrastructure maintenance
 - Clerical



What's Our Fixed Costs to Deliver Water? (cont.)

	<u>FY 23 Actuals</u>	<u>FY 2024 Budget</u>
Plant Personnel	\$30,500	\$33,000
General & Administrative (added Thom Summers in FY24)	\$12,700	\$27,200
Utilities and Water Rights	\$17,000	\$17,250
Supplies and Materials	\$16,200	\$16,000
Repairs and Maintenance (a variable that we estimate)	\$57,000	\$80,100
Interest	\$17,000	\$17,000
Loan Payment	\$56,000	\$56,000
Fixed Income ~ \$272,000	\$206,400	\$246,550

What's Our Overall Cost to Deliver Water?

- Depreciation – what's a reasonable rate to use?
 - Our plant's currently estimated value is ~\$5,000,000 according to auditors
 - They use \$240,000/yr. depreciation in the Town budget
 - They can't legally recommend a \$ figure to be putting aside each year
 - One example: Pineview West sets aside \$35,000/yr for a water system they estimate worth \$1,000,000
- Inflation – we haven't raised rates since 2019
 - Breaking even today could mean being in the red next year

A Simple Calculation for Our Water Cost

- We produce 20,000-30,000 gals a day, with an average of 3,113,658 gals/mo, or ~37,000,000 gals in FY2023
- Using the total **fixed operating expenditures** for the water system in FY2023 and our FY2024 estimate comes to ~\$5.50/1,000 gal and \$6.60/1,000 gal
 - but -
- Adding an amount for **depreciation** of \$240,000/yr comes to ~\$12/\$1,000 gal in FY 2023 and \$13/1,000 gal in FY24
 - and-
- There's no factor for **inflation**

Statistics on Revenue and Current Water Usage

- Our revenue breakdown for FY23
 - Connection fees \$263,851
 - Interest: income +\$25,254 – cost -\$16,992
 - Grants \$37,990 (one-time ARPA grant)
- Bruce asked about how many connections don't use any/little water?
 - Shannon's out of town and I don't have access to that information, but what I do have indicates that not charging those connections anything would make a significant impact on our revenue
- ~ 20 users exceed the the 7,000 min
 - 10, 12, 13, 15, 18, 19, 24, 34 thousand gals are some of the highest current residential users
 - Highest current residential user (possible leak) is 38,000 gal for a cost of \$260

How Do Our Costs Compare to Our Rates?

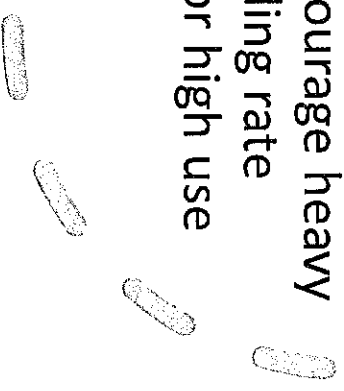
- If we take the current base of 7,000 gals/mo minimum charge for our users, we could say it's costing us between:

$$7000 \text{ gal} \times \$6.60/1,000 \text{ gal} = \mathbf{\$46.20}$$

...and ...

$$7,000 \text{ gal} \times \$13/1,000 \text{ gal} = \mathbf{\$91}$$

- To encourage conservation and discourage heavy users, most water systems use a sliding rate structure, increasing the unit cost for high use



Historical Huntsville In- Town Culinary Water Rates

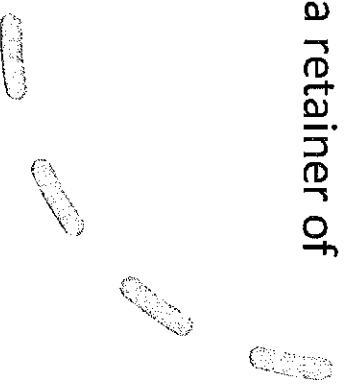
- 2008
 - \$33 min up to 15,000 gal \$2.20 per 1,000 gal
 - 15,000 – 30,000 gal \$3 per 1,000 gal
 - 30,000 – 45,000 gal \$4 per 1,000 gal
- 2014
 - \$45 min up to 10,000 gal. \$4.50 per 1,000 gal
 - 10,000 – 19,999 gal \$5 per 1,000 gal
 - 20,000 – 29,999 gal \$6 Per 1,000 gal
 - 30,000 – 39,999 gal \$7 per 1,000 gal
- 2019
 - \$50 min up to 6,999 gal. \$7.14 per 1,000 gal
 - 7,000 to 9,999 gal \$5 per 1,000 gal
 - 10,000 to 19,999 gal \$6 per 1,000 gal
 - 20,000 to 29,999 gal \$7 per 1,000 gal
 - 30,000 to 39,999 gal \$8 per 1,000 gal

So, Are We Charging Enough to Cover Our Costs?

- With our \$50 min up to 6,999 gal
 - Our cost is \$46.20 - \$91
- Using the current sliding rate - for 40,000 gal
 - 7,000 to 9,999 gal costs \$15 or \$5/1,000 gal
 - 10,000 to 19,999 gal costs \$60 or \$6/1,000 gal
 - 20,000 to 29,999 gal costs \$70 or \$7/1,000 gal
 - 30,000 to 39,999 gal costs \$80 or \$8/1,000 gal
- Total for 40,000 gal = \$50 + \$225 = \$275
 - \$6.80/1,000 gal average
 - While our cost is between \$264 (\$6.60/1,000 gal) - \$520 (\$13/1,000 gal)

Considerations Regarding Future Water Rates

- Our Emergency Reserve Fund is growing, but we should consider including defined budgeting for depreciation
 - The fund is currently at ~\$315,000 and it's our only set aside source of covering costs that exceed our budget
 - Example: replacing the water line from the ~6800 S to Cemetery Point would cost ~\$200,000
- Our current loan balance is \$611,000
- We hired Thom Summers LLC to be on a retainer of \$1500/mo
 - That alone works out to ~ \$5/mo/hookup



Recommendations

- Recommend
 - \$10/mo base rate increase for in and out of Town users
 - Spreads the cost out over more people than significant increases in the overage charges
 - Rex recommends a % increase vs. a fixed amt since out-of-Town users have a higher base rate. Based on \$10 being a 20% increase, out of town would then be \$13 higher for a \$78 rate.
 - Inflation since last increase has been 18.6%. Consider a 15% increase: \$57.50 in and \$75 out of Town
- Recommend
 - 1) Combining the 7,000 – 9,999 gal overage bracket with the 10,000 – 19,999 gal bracket and
 - 2) Increasing the rate \$1 (maybe \$0.75 in and \$1 out) for each overage bracket for both in and out of Town users
 - Start at \$7/1,000 gal in the 7,000 – 19,999 range so we are charging closer to what it costs us

Connections within the municipal boundaries of Huntsville Town		Connections outside the municipal boundaries of Huntsville Town	
Meter Size	Monthly Rate	Meter Size	Monthly Rate
1/4 inch	\$60 60	1/2 inch	\$65 75
1 inch	\$78 88	1 inch	\$101 111
1.5 inches	\$111 121	1.5 inches	\$145 155
2 inches	\$145 155	2 inches	\$185 195
3 inches	\$205 215	3 inches	\$225 235

Table 2 - Overage Fees

Total usage per connection (gallons per month)	Overage Fee Rate
0 - 6,999	\$0 (monthly base rate)
<i>Overage Category</i>	<i>Overage Fee Rate per 1,000 gallons</i>
7,000 - 19,999	\$6 7
10,000 - 19,999	\$6 7
20,000 - 29,999	\$7 8
30,000 - 39,999	\$8 9
40,000 - 49,999	\$9 10
50,000 - 59,999	\$10 11
60,000 - 69,999	\$11 12
70,000 - 79,999	\$12 13
80,000 - 89,999	\$13 14
90,000 - 99,999	\$14 15
100,000 +	\$15 16

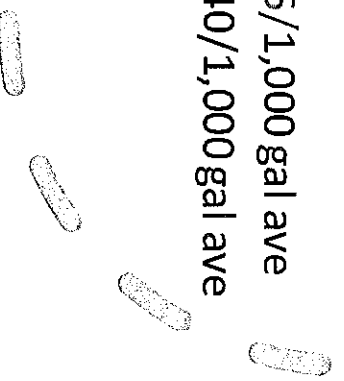
Connections within the municipal boundaries of Huntsville Town		Connections outside the municipal boundaries of Huntsville Town	
Meter Size	Monthly Rate	Meter Size	Monthly Rate
1/2 inch	75	1/2 inch	75
1 inch	85	1 inch	115
1.5 inches	105	1.5 inches	165
2 inches	145	2 inches	215
3 inches	215	3 inches	315

Table 2 - Average Fees

Total usage per connection (gallons per month)		Average Fee Rate
0 - 6,000		\$0 (monthly base rate)
Average Connection		Average Fee Rate per 1,000 Gallons
7,000	12,000	\$2
10,000	15,000	\$3
20,000	29,000	\$4
30,000	43,000	\$5
40,000	57,000	\$6
50,000	71,000	\$7
60,000	85,000	\$8
70,000	99,000	\$9
80,000	113,000	\$10
90,000	127,000	\$11
100,000	141,000	\$12

Sample Impact of Proposed Monthly Increases

- For the majority of user
 - From \$50 to \$57.50 In-Town - \$8.20/1,000 gal
 - From \$65 to \$75 Out of Town - \$10.71/1,000 gal
- For the higher (20,000 gal) user
 - From \$125 to \$148.50 In-Town - \$7.42/1,000 gal ave
 - From \$140 to \$166 Out of Town - \$8.30/1,000 gal ave
- For the heaviest (40,000 gal) users
 - From \$275 to \$318.50 In-Town - \$7.96/1,000 gal ave
 - From \$290 to \$336 Out of Town - \$8.40/1,000 gal ave



BACKUP

Connections within the municipal boundaries of Huntsville Town		Connections outside the municipal boundaries of Huntsville Town	
Meter Size	Monthly Rate	Meter Size	Monthly Rate
¾ inch	\$50	¾ inch	\$65
1 inch	\$78	1 inch	\$101
1.5 inches	\$111	1.5 inches	\$145
2 inches	\$145	2 inches	\$185
3 inches	\$205	3 inches	\$225

Table 2 – Overage Fees

Total usage per connection (gallons per month)	Overage Fee Rate
0 – 6,999	\$0 (monthly base rate)
<i>Overage Category</i>	<i>Overage Fee Rate per 1,000 gallons</i>
7,000 – 9,999	\$5
10,000 – 19,999	\$6
20,000 – 29,999	\$7
30,000 – 39,999	\$8
40,000 – 49,999	\$9
50,000 – 59,999	\$10
60,000 – 69,999	\$11
70,000 – 79,999	\$12
80,000 – 89,999	\$13
90,000 – 99,999	\$14
100,000 +	\$15

What Are Other Towns Around Us Charging?

Town	Cost for 7,000 Gallons (our base)
Huntsville	\$50 (in town boundary) \$65 (out of town boundary)
Pineview West	\$80 (for 8,000 gal base)
Eden Water	\$65 (20,000 gal base)
Liberty	\$35 (20,000 gal base)
Washington Terrance	\$39.30 (for 7,000 gal)
Pleasant View	\$30.75 (for 7,000 gal)
N. Ogden	\$33.29 (resident – 7,000 gal) \$49.50 (non-resident – 7,000 gal)
Ogden	\$42.49 (7,000 gal)

**HUNTSVILLE TOWN
RESOLUTION 2023-09-14__**

INTERLOCAL AGREEMENT FOR CODE ENFORCEMENT

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ENTERING AN
INTERLOCAL AGREEMENT BETWEEN WEBER COUNTY AND
HUNTSVILLE TOWN FOR CODE ENFORCEMENT SERVICES**

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

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

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

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

WHEREAS, the Town and Weber County hereby finds mutual benefit under this Agreement for the purposes contained therein;

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

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

Mayor

ATTEST:

Town Clerk

INTERLOCAL AGREEMENT
between
WEBER COUNTY
and
HUNTSVILLE TOWN
for code enforcement services

THIS AGREEMENT is between WEBER COUNTY ("County"), a body corporate and politic of the State of Utah and HUNTSVILLE TOWN ("Town") a municipal corporation of the State of Utah. County and Town may be referred to jointly as the "parties."

RECITALS

WHEREAS, the Town does not currently have code enforcement personnel and is desirous of making the most cost effective use of tax dollars for code enforcement services; and

WHEREAS, Town and County have determined that it is mutually advantageous to each party to enter into this Agreement; and

WHEREAS, Town agrees to compensate the County as hereinafter set forth and Town and County have determined and agreed that the said amount is reasonable, fair, and adequate compensation for providing such services;

NOW THEREFORE, in consideration of the promises, and in compliance with, and pursuant to the terms and provisions of the Interlocal Cooperation Act, the parties hereby agree as follows:

1. SCOPE OF AGREEMENT

County shall provide code enforcement services for Town. County's Code Enforcement Officer will only respond to official complaints made to Town. Once an official complaint has been made, Town will contact County to initiate any review or inspection process with the County's Code Enforcement Officer subject to the availability of the County Code Enforcement Officer.

If legal action is required to enforce the review or inspection, Town shall be responsible for the legal enforcement and/or prosecution of any violations.

2. CONSIDERATION

Town shall reimburse County for services rendered under this Agreement at a rate of \$45.00 per hour plus \$0.61 per mile. The parties agree that adjustments to the hourly and/or mileage rate may occur on an annual basis subject to changes in the Consumer

Price Index for that year. Adjustments to the hourly and/or mileage rate and shall be done through a written amendment to this Agreement and signed by the parties.

Town shall remit payment to the Weber County Clerk/Auditor within 20 days after receiving an invoice for services rendered by County. If such payment is not remitted to the County Clerk/Auditor when due, County is entitled to recover interest thereon. Said interest shall be at the rate of one percent (1%) per calendar month starting the month after the month in which the services were performed.

Any monies received from payment of fines resulting from a violation shall be paid to Town and County shall have no claim to said resulting payments.

3. EFFECTIVE DATE/TERMINATION

This Agreement shall be effective as of the ____ day of _____ 2023 and shall terminate five years thereafter on the ____ day of _____ 2028. The parties may indicate their desire to renew this Agreement through a properly executed amendment to this Agreement. The parties reserve the right to terminate this Agreement, in whole or in part, at any time during the Term or any additional terms whenever the terminating party determines, in its sole discretion that it is in the terminating party's interest to do so. The parties agree that termination for convenience will not be deemed a termination for default nor will it entitle either party to any rights or remedies provided by law or this Agreement for breach of contract or any other claim or cause of action.

4. AGENT

No agent, employee or servant of either party is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. The parties shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement.

5. SEVERABILITY

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

6. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by either party of applicable law, rule or regulation, shall constitute an event of default under this Agreement. The parties are responsible, at their sole expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

7. NON-ASSIGNMENT

Neither party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other.

8. NON-FUNDING

If either party's performance under this Agreement depends upon the appropriation of funds by either the Utah Legislature or the governing legislative body, and if the legislating body fails to appropriate the funds necessary for the performance, then this Agreement may be terminated by either party by providing written notice to the other party without further obligation. Said termination shall not be construed as breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to either party of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of either party, their successors or assigns, as to this Agreement, or any portion thereof, which may so terminate and become null and void.

9. GOVERNING LAW

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of Utah.

10. INDEMNIFICATION

Both parties are governmental entities under the Governmental Immunity Act of Utah, §§ 630-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this

Agreement, and neither party shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

11. INSURANCE

Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

12. COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

13. INTERLOCAL COOPERATION ACT REQUIREMENTS

In satisfaction of the requirements of the Interlocal Cooperation Act, §§ 11-13-101 *et seq.*, and in connection with this Agreement, the parties agree as follows:

- a. This Agreement shall be approved by each party pursuant to § 11-13-202.5;
- b. This Agreement shall be reviewed as to the proper form and compliance with applicable law by an authorized attorney on behalf of each party pursuant to § 11-13-202.5;
- c. An executed original counterpart shall be filed with the keeper of records for each party pursuant to § 11-13-209;
- d. The term of this Agreement shall not exceed fifty (50) years pursuant to § 11-13-216 of the Interlocal Cooperation Act;
- e. No separate legal entity is created by the terms of this Agreement. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party; and
- f. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs.

14. ENTIRE AGREEMENT

The parties acknowledge and agree that this Agreement constitutes the entire integrated understanding between the parties, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

IN WITNESS WHEREOF, the parties execute this Agreement.

By: _____
Weber County

By: _____
Huntsville Town

Date: _____

Date: _____

Attest: _____
Weber County Clerk/Auditor

Approved as to form

Approved as to form

Date

Date

