

**MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING**  
**MINUTES OF PUBLIC HEARING**

**Thursday, March 18, 2021**

**7:00 p.m.**

**Huntsville Town Hall, 7309 East 200 South, Huntsville, UT**

Name	Title	Status
James A. Truett	Mayor	Present
Richard Sorensen	Council Member	Present
Blake Bingham	Council Member	Present
Max Ferre'	Council Member	Present
Wendy McKay	Council Member	Present
Beckki Endicott	Recorder	Present
William Morris	Legal Counsel	Present

**Citizens:** Phil Clawson, Merilee Clawson, Cathy Zindel, Michael Zindel, Jack Walkenhorst, Lt. Hutchinson is on the phone.

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

2-The Pledge of Allegiance was led by TCM Richard Sorensen.

3-Opening Ceremony was led by TCM Wendy McKay

4-Citizen Comments: There were none.

5-Presentation: All West Fiber Optic Plan Presentation- Jack Walkenhorst. He thanked the Town Council for the opportunity to make a presentation here. All West is a one owner-owned, small fiber optic company out of Kamas. They have about 85 employees and prefer to work in small and rural areas. They have 17,000 broadband users. They work in Utah and Wyoming.

The owner has family in the area and that is what drew them to Huntsville. They have a couple of current projects they are working on now, but would like to start bringing fiber optic line coming toward Huntsville in the next couple of months. He stated they needed to bring the line from Morgan. Once a franchise agreement is signed, they will put the contract out to bid for 30 days.

TCM Wendy McKay asked about pricing points. Mr. Walkenhorst went through the pricing levels. He explained they like to bury the lines when they can.

Mayor Truett stated he liked the idea of running the connections down power lines because of the old water lines and other infrastructure that is already buried. He is wondering what will happen if anything is broken or cut. Mr. Walkenhorst said that everything is marked before they dig and if it is cut and is their fault, they will fix it.

Mr. Walkenhorst said their company has had fiber in the ground for 35 years now. He stated he could count on one hand how many times a line has been cut. Mayor Truett asked if there was a

service contract with a time commitment. He replied they usually do not do long term contracts unless there is a special. Mayor Truett asked about a timeline for the services. He stated they would work on both sides of Trappers Loop and meet in the middle. He would anticipate their services be available in the third quarter of the year.

Mayor Truett asked if Huntsville would be the first location in the Valley. Mr. Walkenhorst stated it would be one of the first locations. Mayor Truett stated he hated road cuts. Mr. Walkenhorst said that he did not like road cuts either. He knows it takes a lot of experience to make good road cuts.

TCM Ferre' asked about marketing and how they would contact customers. There is not a current marketing plan. They usually use social media, Town email addresses and door hangers.

Mr. Walkenhorst told the Town Council they had just made an offer on a building located outside of Huntsville Town and east of Chris'. This building would hold all the equipment for services here in the Valley.

Mayor Truett asked if Huntsville would receive any fees or monies from the services that All West would provide. Attorney Morris suggested that the franchise agreement would reflect whatever percentage the State allows. He explained that it could be 3% of the fees collected. Prior to All West doing business in Huntsville, they would need to write legislation that Huntsville could send to the tax commission.

6-Sheriff's Report- Lt. Hutchinson said they had a fantastic month in February. They only had two calls for service. One was a reckless driver in the park and the other was a welfare check. There were 22 incidents including traffic stops. They had six citations last year in February 2020.

Mayor Truett stated there have been a lot of people off roading on the dirt roads next to the lake. Lt. Hutchinson is keeping an eye out.

7-Presentation by the Forest Service-Sean Harwood. Sean Harwood is not here tonight. He thought the date for the meeting was on the 25<sup>th</sup>. Mayor Truett stated the Forest Service has been awarded a lot of grant money from the Great American Outdoors Grant. Mayor Truett reported that the first thing they will look at is the borders of the Forest Service around Pineview. The Forest Service is also moving their headquarters to 100 South in Huntsville. There are many projects on the agenda. Sean Harwood will be making a presentation to Town in April.

8-Discussion and/or action on Conditional Use Permit for Merilee Clawson. (See Attachment #1) TCM Bingham explained the Clawson's has filed a Conditional Use Permit for a Bed and Breakfast. There are two rooms there are seeking to rent on a Conditional Use Permit. He stated the Planning Commission has made the recommendation for approval.

Mayor Truett asked the Clawson's why Huntsville and why a Bed and Breakfast. Phil Clawson stated they were in the right place at the right time and bought the property from the family. He stated they love to build homes. Merilee designs the homes, and Phil builds them. He stated that they wanted to use the barn on the property to host weddings etc. They realized the ordinances

did not support that activity, so it turned into a bed and breakfast that is attached to the new home. Phil stated that Merilee has done a good job of setting things up at the bed and breakfast and they are excited to host people how come to the Valley. Currently they would like to rent one room and when their children move out, they would like to rent the room above the garage. The room above the garage will be access through the garage. The room that would be currently rented is attached to the house with a kitchenette. Phil stated they will provide a continental breakfast with other options. They will offer to take renters biking, boating and paddle boarding.

**TCM Blake Bingham motioned to approve the Conditional Use Permit Application for Huckleberries Lake Cottage for Phil and Merilee Clawson.** TCM Wendy McKay seconded the motion. All votes Aye.

VOTES	AYE	NAY	RECUSED	EXCUSED
Mayor Truett	X			
CM Wendy McKay	X			
CM Blake Bingham	X			
CM Max Ferre'	X			
CM Richard Sorensen	X			

8-Discussion and/or action on business license for Merilee Clawson (See Attachment #2)  
Huckleberries Lake Cottage Bed & Breakfast. TCM Richard Sorensen motion to approve the business license application for Huckleberry's Lake Cottage conditioned on approval from the Fire District. Motioned seconded by TCM Wendy McKay. Beckki stated she has called Dave Reed at the Fire District and arrangements will be made for an inspection. The Clawson's have been in touch with the Fire District. All vote Aye. Motion passes.

VOTES	AYE	NAY	RECUSED	EXCUSED
Mayor Truett	X			
CM Wendy McKay	X			
CM Blake Bingham	X			
CM Max Ferre'	X			
CM Richard Sorensen	X			

9-Discussion and/or action on Ordinance 2021-2-25: Amendments to 15.6.2 Use Regulations Further Defining Authorized Land Use in Residential (R-1) Zone. (See Attachment #3) TCM Bingham explained that this change in the ordinance came from the desire of the Planning Commission to control fractional ownership. He stated as he started to research the issue, the Town could not legislate ownership of private property. However, they could legislate Land Use. The major changes would be in 15.6.2.A in the Single-Family Dwelling conditions. The Planning Commission added "No single-family dwelling shall be occupied by more than four families, or combination or unrelated groups, within a 12-month period."

The other issue the Planning Commission wanted to address empty lots being development with excessive recreational facilities in a residential zone. Wording was added to the draft of the ordinance in 15.6.2.I, stating, "Recreation facilities are only permitted on parcels with an existing single-family dwelling. The footprint of the recreation facility shall be included in the calculation of the total permitted coverage associated with the dwelling and other accessory structures as defined in Title 15.6.10.B." TCM Wendy McKay expressed her concern for this change. She understood the reasoning behind the change but felt that this was a overstep of the Town. TCM Blake Bingham suggested this ordinance and change could go back to the Planning Commission for discussion.

**TCM Blake Bingham motioned to table Ordinance 2021-2-25.** TCM Wendy seconded the motion. All votes Aye. Motion passes.

VOTES	AYE	NAY	RECUSED	EXCUSED
Mayor Truett	X			
CM Wendy McKay	X			
CM Blake Bingham	X			
CM Max Ferre'	X			
CM Richard Sorensen	X			

10-Discussion and/or action on Ordinance 2021-3-18-A: Franchise Agreement with Freedom Broadband for fiber optic services. (See Attachment #4) TCM Bingham asked Attorney Morris is there were differences between the two contracts for All West and Freedom Broadband. Attorney Morris confirmed they were the same. TCM McKay wanted to know if they had to accept all franchise agreements they received for Broadband/fiber optic services. Attorney Morris confirmed this was the case. Mayor McKay discussed the timeline for services with Freedom Broadband. **TCM McKay motioned to approve the franchise agreement with Freedom Broadband Ordinance 2021-3-18-A.** TCM Blake Bingham seconded the motion. Roll Call Vote. All votes Aye. Votes are reflected below. Motion passes.

VOTES	AYE	NAY	RECUSED	EXCUSED
Mayor Truett	X			
CM Wendy McKay	X			
CM Blake Bingham	X			
CM Max Ferre'	X			
CM Richard Sorensen	X			

11-Discussion and/or action on Ordinance 2021-3-18-B: Franchise Agreement with All West. (See Attachment #5) **TCM Blake Bingham adopt Ordinance 2021-3-18-B Franchise Agreement with All West.** TC Richard Sorensen seconded the motion. All votes Aye. Roll Call Vote. Votes are reflected below. Motion passes.

VOTES	AYE	NAY	RECUSED	EXCUSED
Mayor Truett	X			
CM Wendy McKay	X			
CM Blake Bingham	X			
CM Max Ferre'	X			
CM Richard Sorensen	X			

12-Discussion and/or action TC Meeting Minutes from February and March. (See Attachment #6, 7, 8, 9, 10, 11) TCM Bingham motioned to accept the TC Meeting Minutes for February 4, 2021, February 18, 2021, Work Session Minutes from February 25, 2021, Fiber Optic WS March 8, 2021, Sage Development WS March 8, 2021, and Hyde 2016 Development Agreement WS March 8, 2021. TCM Sorensen seconded the motion. TCM Wendy McKay had a one-word modification. **TCM Bingham amended his motion to adopt the change TCM McKay advised.** TCM Sorensen seconded the motion. All votes Aye. Motion passes.

VOTES	AYE	NAY	RECUSED	EXCUSED
Mayor Truett	X			
CM Wendy McKay	X			
CM Blake Bingham	X			
CM Max Ferre'	X			
CM Richard Sorensen	X			

13-Update on Annexation Petition for Sage Development. Update on Annexation Petition for Sage Development. Attorney Morris wanted to let the Town Council know that he has looked over the Huntsville Town Code for Annexation is it is outdated. He has rewritten the code, adopting the current Utah State Code. It was suggested that this be done with the Subdivision Code in the future. The Town has a difficult time keeping up with the changes the State makes. Adopting the State Code is a way for the Town to simplify the codification of new code.

HB 82 regarding Accessory Dwelling Units was discussed. The Town Council is currently studying the code to see how the State Legislative Change would affect the Town's rental codes. HB 82 would preclude Huntsville Town from disallowing the rental of portions of the home. There are criteria associated with the ACU's. Attorney Morris will study the legislation.

TCM Wendy McKay asked the Town Council about Weber County and their push to incorporate the unincorporated areas of the Valley. She would like to see Huntsville consider annexation with Sage as a trial run for Huntsville. She believes there is a possibility that more people would want to annex.

Mayor Truett stated he has been talking to many people and they feel that when you annex additional land, you bring on liability. He stated in the General Plan, it outlines the land that

Huntsville would be interested in annexing, but he is hearing there is a lot of liability in annexing.

TCM Richard Sorensen asked what the liabilities would be. TM McKay commented that there would be an HOA with the Sage Development. She does not want to see an HOA fail. Attorney Morris suggested setting up a special services district. TCM McKay asked Attorney Morris to explain the Special Service District.

Attorney Morris gave several examples of special service districts. Weber Fire is a special service district. Television translator stations are special service district. This would be a special service district for private roads. The taxpayers in those districts would pay extra for those services. Attorney Morris has had experience with setting up special service districts and dealing with HOA's. The duties to provide municipal services would be roads, plowing, law enforcement, and water/garbage.

Mayor Truett stated there would be financial benefits for Huntsville Town annexing across the highway. There would be additional property taxes every year. There would also be additional one-time fees.

TCM Blake Bingham summarized that it is not necessarily the liability of HOA, but the responsibility of it. There are some that worry that all the lots will not sell, and then the HOA would not be funded.

TCM Wendy McKay stated she believed the development would happen no matter what. It would be great if Huntsville Town could have more control over the development.

Mayor Truett stated the Council has been working on a highway zone that would hold the commercial development. Mayor Truett likes the idea of homes in that area instead of commercial development.

TCM Max Ferre' asked if water would be brought to the homes in the development or just to the edge of the property.

Mayor Truett talked about the General Plan. He stated he has been hearing that annexation is not a part of our General Plan. When he reads the General Plan, annexation is a part of the General Plan and the Sage Development area is identified as the first piece of property that Huntsville would want to annex.

Attorney Morris explained that annexation is part of the General Plan, but that the Annexation Policy is more binding than the General Plan. This is the document that governs the actions of annexation.

Mayor Truett added that Weber Fire Station 65 is asking to come into Huntsville as well. The fire station is contiguous with the Sage Development. Beckki stated she is meeting with Sage Development on the next day to receive the Petition for Annexation. She will study the current Annexation Code. She has the Planning Commission having a public hearing on an update of the

Annexation Code on April 22<sup>nd</sup>. Mayor Truett will get a letter from the Fire District Petitioning Huntsville for Annexation.

TCM Ferre' expressed his original opinion was against annexation, but discussing tonight the liabilities, the risk of HOA's and such, he feels much better about the possibility of annexation. He likes the ability of the Town to help control the development.

14-Update on Community Center. TCM McKay has redrawn the plans for the Community Center including a larger conference room. She has reached out to Ashlee Hall to see if we can use a designer for the project.

15-Update on the 4<sup>th</sup> of July. TCM Richard Sorensen stated the Fireworks are arranged for the 4<sup>th</sup> of July. He has also updated the thermostat at Town Hall and the door locks.

16-Update on Water Committee Meeting. TCM Blake Bingham will meet with the Water Committee in the next several weeks.

17-Approval of the Bills, January 2021. TCM Ferre' motioned to approve the Bills for January 2021. TCM Blake Bingham seconded the motion. Roll Call Vote. All Votes Aye. Votes are reflected below.

VOTES	AYE	NAY	RECUSED	EXCUSED
Mayor Truett	X			
CM Wendy McKay	X			
CM Blake Bingham	X			
CM Max Ferre'	X			
CM Richard Sorensen	X			

TCM McKay motioned to adjourn the meeting. TCM Sorensen seconded the motion. All votes Aye.

**Meeting adjourned at 8:58 p.m.**

  
Beckki Endicott, Recorder

HUNTSVILLE TOWN Filing Fee: \$250.00  
CONDITIONAL USE PERMIT (CUP) APPLICATION

PROJECT INFORMATION:	
Project Name:	Huckleberries Lake Cottage
Project Use:	Bed + Breakfast
Project Address:	7432 e. 100 S. Huntsville, UT 84317
Parcel ID Number(S)	24-014-0013
Applicant Information	
Applicant Name:	Merilee Hillam-Clauson + Phil Clauson
Applicant's Mailing Address:	[REDACTED]
Email:	[REDACTED]
Property Owners Name:	Merilee Hillam-Clauson + Phil Clauson
Owner's Mailing Address	same as above
Owner's Phone:	[REDACTED]
Architect/Engineer's Name:	N/A
Architect/Engineer's Phone:	
Email:	
Date of Planning Commission Meeting:	2/25/21
Date of Town Council Meeting:	

These questions need to be answered when considering the proposed use:

1. What are your days and hours of operation(s)?

7 days a week

2. Describe the use you are proposing. If there is more than one business planned, please list each one and its' intended use. If unsure at time of permitting, list the range of uses you anticipate. If a non-listed use is proposed subsequent to the granting of a permit, it's acceptance is not guaranteed.

Bed + Breakfast, 2 Rooms

one of them is a possibility. One is permanent.

3. How is this use(s) compatible with the surrounding properties?

It's part of our home that we live in and won't affect surrounding properties.

HUNTSVILLE TOWN Filing Fee: \$250.00  
CONDITIONAL USE PERMIT (CUP) APPLICATION

4. Does the proposed use(s) produce any outside noise, smell or waste products? If so, how will they be treated? NO

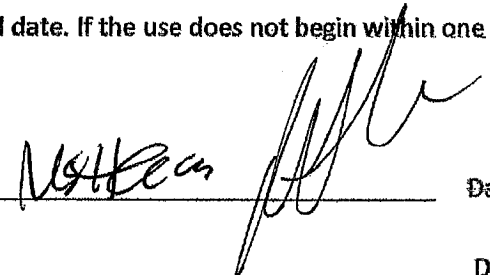
5. Are changes being made to the building to accommodate the use(s)? If so, please describe.

NO

6. IMPORTANT\*\*Are changes being made to the site to accommodate the use(s)? If so, please submit a Site Plan in addition to this application.

\* see attached site plan

Applicant understands that only uses in the Allowable Use Table 15-1 of Title 15 will be allowed, and the use identified in the business license permit application. I have read the application and hereby certify that the information is correct and that I understand that the Conditional Use approval is valid for one year from the approval date. If the use does not begin within one year, the approval is void.

Applicant's Signature: 

Date: 2/25/21

Plans accepted by: \_\_\_\_\_

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

Fee Paid: pd \$250.00

Date: 2/25/21

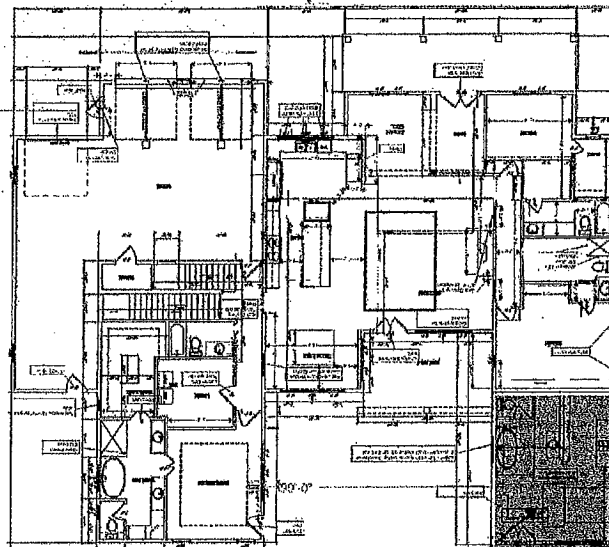
Driveway

Site Plan

Phillip and Merilee Clawson  
7432 E 100 S  
Huntsville Utah 84317  
Bed & Breakfast



Concrete Driveway



Bed and Breakfast

2 parking stalls at the back of the house

**15.23.3 Parking Space for Non-Dwelling Buildings and Uses**

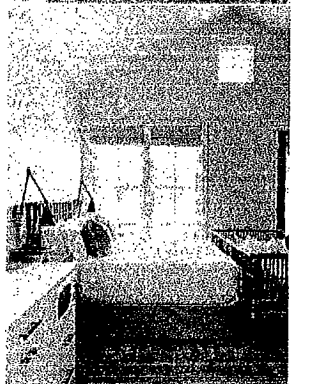
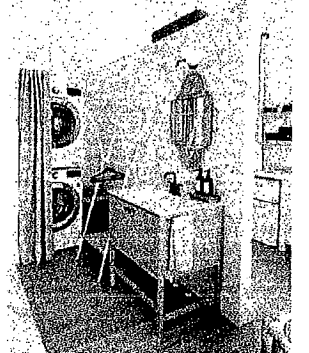
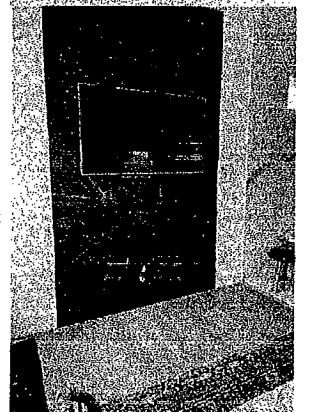
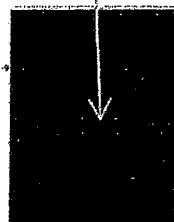
For new buildings and uses or for any enlargement or increase in seating capacity, floor area or guest rooms of any existing building there shall be provided:

Bed and Breakfast Inn	One space per each rental sleeping room in addition to the owner's space which requires two spaces
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**C. A Residential Zone Bed and Breakfast subject to the following standards:**

1. Two parking spaces shall be provided for the family plus one space for each guest room. No parking may be located on the public thoroughfare;
2. Proprietor or owner must occupy the dwelling;
3. Meals may only be served to overnight guests;
4. Not more than three (3) guests sleeping rooms per dwelling;
5. Allowed only in existing dwellings with no exterior additions nor change in residential character;
6. Business license must be obtained;

Existing Barn



2020 2021  
Business License Application  
Huntsville Town

Business Name: Huckleberry's Lake Cottage State Lic. #: \_\_\_\_\_  
Mailing Address: Same as applicant address until December 84317  
Business Address: 7432 E. 100 S. Huntsville Business Phone: 11  
Applicant Name: Merilee Hillman-Clawson Applicant Phone: \_\_\_\_\_  
Applicant Address: [REDACTED] UNTIL DECEMBER 2020  
City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

I/We hereby apply for a license to conduct business in the incorporated area of Huntsville town, Weber County, Utah, For the term of 12 months commencing on the 1<sup>st</sup> day of January, 2013, under the provisions of the ordinance of Huntsville Town relating to business licenses.

**HOME OCCUPATION BUSINESS LICENSE**

For the use of a portion of a dwelling as an office, studio or work room for small occupations which are customarily conducted in the home and which are clearly incidental and accessory to the primary use of the dwelling for living purposes and which also meet all the conditions and requirements of the Huntsville Town Zoning Ordinance.

Applicant must, in the following space, describe in full the home occupation he or she will be engaged in at the above home address: Bed and Breakfast

License applications to Huntsville Town require approval of the departments listed below. All licenses will be issued upon satisfactory completion of application requirements. The statements made on this application are true and correct to the best of my knowledge.

[Signature]  
Applicants Signature

**PENALTY OF LATE PAYMENT**

If any license fee is not paid within forty-five (45) days of the due date, a penalty of twenty-five (25%) of the amount thereof, and if not paid within three (3) months of the due date, an additional penalty of twenty-five (25%), shall be added to the original amount thereof. All penalties provided for in this section shall be collected and the payment thereof enforced. No license shall be issued until all penalties legally assessed have been paid in full.

Return completed application to:

Huntsville Town  
Attn. Beckki Endicott  
O. Box 267  
Huntsville, UT 84317

**HUNTSVILLE TOWN  
ORDINANCE 2021-2-25-XX-XX**

**AN ORDINANCE OF HUNTSVILLE TOWN, UTAH, AMENDING TITLE 15.6.2 USE REGULATIONS FURTHER DEFINING AUTHORIZED LAND USE IN RESIDENTIAL (R-1) ZONE.**

**RECITALS**

- A. WHEREAS**, Huntsville Town (hereafter "Town") is a municipal corporation, duly organized and existing under the laws of the State of Utah;
- B. WHEREAS**, Title 10, Chapter 9a, of the *Utah Code Annotated*, 1953, as amended, enables municipalities to regulate land use and development;
- C. WHEREAS**, Title 15.6.2 currently does not clearly define limitations associated with multiple-family occupations of single-family dwellings and stand-alone recreation facilities in Residential Zone R-1.
- D. WHEREAS**, the proposed change to the ordinance specifies the extent that multiple families or unrelated groups may occupy a single-family dwelling and places limitations on recreation facilities.
- E. WHEREAS**, after publication of the required notice, the Planning Commission held its public hearing on 28<sup>th</sup> day of January, 2021<DATE> to take public comment on the proposed ordinance, after which the Planning Commission gave its recommendation to ADOPT THIS Ordinance on 25<sup>th</sup> day of February, 2021<DATE>.
- F. WHEREAS**, the Town Council received the recommendation from the Planning Commission and held its public meeting on the 18<sup>th</sup> day of March<DATE> and desires to act on this Ordinance;

**ORDINANCE**

**NOW, THEREFORE**, be it ordained by the Town Council of Huntsville, Utah 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: Amendment.** The Huntsville Municipal Code is hereby amended to read as follows:

**15.6.2 Use Regulations**

Refer to Appendix One, Table 15.1 (Acceptable Uses by Zone) for all permitted uses in Residential Zone R-1.

In Residential Zone R-1, the following uses are subject to the respective conditions:

**A. Single-family dwellings.**

1.        Only one single-family dwelling is allowed on an approved R-1 building lot.

2. No single-family dwelling, or portion thereof, shall be rented for a term less than 30 days.
  3. No single-family dwelling, or portion thereof, shall be rented while occupied by the respective owner.
  4. No single-family dwelling shall be occupied by more than four families, or combination of unrelated groups, within a 12-month period.
- B. Agriculture; nurseries and greenhouse, provided sale of goods is limited to materials produced on the premises and there is no retail shop operated in connection therewith.
- C. A Residential Zone Bed and Breakfast subject to the following standards:
1. Two parking spaces shall be provided for the family plus one space for each guest room. No parking may be located on the public thoroughfare;
  2. Proprietor or owner must occupy the property;
  3. Meals may only be served to overnight guests;
  4. Not more than three (3) guests sleeping rooms per dwelling;
  5. Allowed only in existing dwellings with no exterior additions nor change in residential character;
  6. Business license must be obtained;
- D. Signage as regulated under Title 15.21.
- E. Temporary buildings for uses incidental to construction work, which buildings must be removed upon the completion or abandonment of the construction work. If an existing dwelling is used as a temporary dwelling during construction of a new dwelling, upon issuance of the occupation permit for the new dwelling, the old dwelling must be removed within thirty (30) days.
- F. Home occupations as regulated under Title 15.18.
- G. Accessory Structures or Buildings. No accessory structure or building, or portion thereof, shall be rented as a dwelling unit—including in-kind considerations.
- H. No mobile homes or recreational vehicles may be placed on a lot for use as a permanent or temporary (greater than 30 days) dwelling, except as outlined in E. above.
- I. Recreation facilities are only permitted on parcels with an existing single-family dwelling. The footprint of the recreation facility shall be included in the calculation of the total permitted coverage associated with the dwelling and other accessory structures as defined in Title 15.6.10.B.

VOTES:	AYES	NAYS	EXCUSED	RECUSED
Mayor Truett				
CM Max Ferre'				
CM Blake Bingham				
CM Wendy McKay				
CM Richard Sorenson				

PASSED AND ADOPTED by the Town Council on this 18<sup>th</sup> day of March, 2021~~this <DATE>~~.

\_\_\_\_\_  
JIM TRUETT, Mayor

ATTEST:

\_\_\_\_\_  
BECKKI ENDICOTT, Recorder

RECORDED this 18<sup>th</sup> day of March, 2021~~<Month/Day/Year>~~

**HUNTSVILLE TOWN  
ORDINANCE 2021-2-25**

**AN ORDINANCE OF HUNTSVILLE TOWN, UTAH, AMENDING TITLE 15.6.2 USE REGULATIONS FURTHER DEFINING AUTHORIZED LAND USE IN RESIDENTIAL (R-1) ZONE.**

**RECITALS**

- A. **WHEREAS**, Huntsville Town (hereafter “Town”) is a municipal corporation, duly organized and existing under the laws of the State of Utah;
- B. **WHEREAS**, Title 10, Chapter 9a, of the *Utah Code Annotated*, 1953, as amended, enables municipalities to regulate land use and development;
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- D. Signage as regulated under Title 15.21.
- E. Temporary buildings for uses incidental to construction work, which buildings must be removed upon the completion or abandonment of the construction work. If an existing dwelling is used as a temporary dwelling during construction of a new dwelling, upon issuance of the occupation permit for the new dwelling, the old dwelling must be removed within thirty (30) days.
- F. Home occupations as regulated under Title 15.18.
- G. Accessory Structures or Buildings. No accessory structure or building, or portion thereof, shall be rented as a dwelling unit—including in-kind considerations.
- H. No mobile homes or recreational vehicles may be placed on a lot for use as a permanent or temporary (greater than 30 days) dwelling, except as outlined in E. above.
- I. Recreation facilities are only permitted on parcels with an existing single-family dwelling. The footprint of the recreation facility shall be included in the calculation of the total permitted coverage associated with the dwelling and other accessory structures as defined in Title 15.6.10.B.

VOTES:	AYES	NAYS	EXCUSED	RECUSED
Mayor Truett				
CM Max Ferre'				
CM Blake Bingham				
CM Wendy McKay				
CM Richard Sorenson				

PASSED AND ADOPTED by the Town Council on this 18<sup>th</sup> day of March, 2021.

\_\_\_\_\_  
JIM TRUETT, Mayor

ATTEST:

\_\_\_\_\_  
BECKKI ENDICOTT, Recorder

RECORDED this 18<sup>th</sup> day of March, 2021

**TOWN OF HUNTSVILLE  
ORDINANCE NO. 2021-3-18-A**

AN ORDINANCE OF THE TOWN OF HUNTSVILLE GRANTING TO LIBERTY BROADBAND LLC AND ITS AFFILIATES A NON-EXCLUSIVE FRANCHISE TO INSTALL, OPERATE AND MAINTAIN A COMMUNICATIONS SYSTEM IN, ON, OVER, UPON, ALONG, AND ACROSS THE PUBLIC RIGHTS OF WAY OF THE TOWN OF HUNTSVILLE, PRESCRIBING CERTAIN RIGHTS, DUTIES, TERMS, AND CONDITIONS WITH RESPECT THERETO AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Liberty Broadband LLC (hereinafter "FRANCHISEE") has requested that the Town grant it the right to install, operate, and maintain a communications system within the public ways of the Town; and

WHEREAS, the Town Council has found it desirable for the welfare of the Town and its residents that such a non-exclusive franchise be granted to the FRANCHISEE; and

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

WHEREAS, FRANCHISEE desires to provide telecommunications services, as more particularly defined in the "Municipal Telecommunications License Tax Act," (the "Act"), Utah Code Ann. §§10-1-401, et seq., as amended, and establish a telecommunications network, system and/or facilities in, under, along, over and across present and future rights-of-way of the TOWN; and

WHEREAS, the TOWN, in the exercise of its management of the public Rights-of-Way, believes that it is in the best interest of the public to provide FRANCHISEE a nonexclusive franchise to operate a telecommunications network in the TOWN.

NOW, THEREFORE, the Town Council of the Town of Huntsville, Utah does hereby ordain as follows:

**LIBERTY BROADBAND LLC FRANCHISE AGREEMENT**

**ARTICLE 1. FRANCHISE AGREEMENT.**

**1.1 Agreement.** Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between TOWN and FRANCHISEE.

**1.2 Franchise Description.** The Telecommunications Franchise provided hereby shall confer upon FRANCHISEE the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network In, under, above and across the

present and future public Rights-of-Way in the Town. The franchise does not grant to FRANCHISEE the right, privilege or authority to engage in community cable television business; although, nothing contained herein shall preclude FRANCHISEE from (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize FRANCHISEE's System with the TOWN for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained from the Town and all other legal requirements have been satisfied.

**1.3 Licenses.** FRANCHISEE acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement.

**1.4 Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

## **ARTICLE 2. FRANCHISE FEE.**

**2.1 Franchise Fee.** For the Franchise granted herein, FRANCHISEE shall pay to the TOWN a tax in accordance with the Municipal Telecommunications License Tax Act (Utah Code Ann. 10-1-401 to 10-1-410 as amended from time to time), less any business license fee or business license tax enacted by the TOWN. All payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission  
210 North 1950 West  
Salt Lake City, Utah 84134

**2.2 Equal Treatment.** TOWN agrees any fees or taxes charged to FRANCHISEE under this Agreement shall be of the same nature and calculation of fees or tax currently charged or charged in the future to other similarly situated entities.

## **ARTICLE 3. TERM AND RENEWAL**

**3.1 Term and Renewal.** The franchise granted to FRANCHISEE shall be for a period of ten (10) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein may be renewed by FRANCHISEE upon the same terms and conditions as contained in this Agreement for an additional ten (10) year term, by providing to the TOWN's representative designated herein written notice of FRANCHISEE's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

**3.2 Rights of FRANCHISEE Upon Expiration or Revocation.** Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between

FRANCHISEE and the TOWN, or by revocation or forfeiture, FRANCHISEE shall have the right to remove from the Rights-of-Way any and all of its System, but in such event, it shall be the duty of FRANCHISEE, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected.

#### **ARTICLE 4. CHANGING CONDITIONS AND SEVERABILITY**

**4.1 Meet to Confer.** FRANCHISEE and the TOWN recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way FRANCHISEE conducts its business and the way the TOWN regulates the business. In recognition of the present state of uncertainty respecting these matters, FRANCHISEE and the TOWN each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, In view of the developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

**4.2 Severability.** If any section, sentence, paragraph, term or provision of this Agreement is for any reason determined to be rendered illegal, invalid, or superseded by other lawful authority, Including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. If the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the TOWN is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement. For FRANCHISEE, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement.

#### **Article 5. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.**

**5.1 Grounds for Termination.** The TOWN may terminate or revoke this Agreement and all rights and privileges herein provided, upon ninety (90) days prior notice, for any of the following reasons:

- (a) FRANCHISEE fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the TOWN of such failure;
- (b) FRANCHISEE, by act or omission, materially violates a material duty herein set forth in any particular provision within FRANCHISEE's control, and with respect to which redress is not otherwise herein provided. In such event, the TOWN, acting by or through its TOWN Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving FRANCHISEE notice of such determination FRANCHISEE, within sixty calendar days of such notice, shall commence the efforts to remedy the conditions identified in the notice and shall have (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the TOWN may declare the franchise forfeited and this Agreement terminated, and thereupon, FRANCHISEE shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and terminated shall be subject to judicial review as provided by law,, and provide further, that in the event such a failure is of such nature that it cannot be reasonably corrected within the 90-day time period provide above, the TOWN shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of FRANCHISEE; or
- (c) FRANCHISEE becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by FRANCHISEE within sixty (60) days.

**5.2 Reserved Rights.** Nothing contained herein shall be deemed to preclude FRANCHISEE from pursuing any legal or equitable rights or remedies It may have to challenge the action of the TOWN.

**5.3 Remedies at Law.** In the event FRANCHISEE or the TOWN fails to fulfill any of Its respective obligations under this Agreement, the TOWN or FRANCHISEE, whichever the case may be, may assert a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement. In the event of any controversy, claim or action being filed or instituted between the TOWN and FRANCHISEE relation to or arising out of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs through all levels of action incurred by the prevailing party.

**5.4 Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the TOWN and FRANCHISEE. This Agreement shall not be deemed to create any right in any person who is not a party and

shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

**5.5 Assignment.** This Agreement may not be assigned by FRANCHISEE except to a wholly owned subsidiary of FRANCHISEE without the prior written consent of the TOWN, which consent shall not be unreasonably withheld.

## **ARTICLE 6. PARTIES' DESIGNEES.**

**6.1 TOWN Designee and Address.** The Mayor or his or her designee(s) shall serve as the TOWN's representative regarding administration of this Agreement. Unless otherwise specified herein, all notices from FRANCHISEE to the TOWN pursuant to or concerning this Agreement, shall be delivered to the TOWN's representative at:

Town Mayor  
7309 EAST 200 SOUTH  
Huntsville, UT 84317

Or such other officer and address as the TOWN may designate by written notice to FRANCHISEE.

**6.2 FRANCHISEE Designee and Address.** FRANCHISEE's Chief Executive Officer or his or her designee(s) shall serve as FRANCHISEE's representative regarding administration of this Agreement. The FRANCHISEE's principal offices is located at: 5460 E 2200 N Suite 1-3, Eden, UT 84310. Unless otherwise specified herein, all notices from the TOWN to FRANCHISEE pursuant to or concerning this Agreement, shall be delivered to FRANCHISEE's mailing address at:

Michael Zindel  
PO Box 856  
Eden, UT 84310

or such other officer and address as FRANCHISEE may designate by written notice to the TOWN.

**6.3 Failure of Designee.** The failure or omission of the TOWN's or FRANCHISEE's representative to act shall not constitute any waiver or estoppels by the TOWN or FRANCHISEE.

## **ARTICLE 7. INSURANCE AND INDEMNIFICATION**

**7.1 Insurance.** Prior to commencing operations in the TOWN pursuant to this Agreement, FRANCHISEE shall furnish to the TOWN evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement

that FRANCHISEE is effectively self-insured if FRANCHISEE has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all Insurance, whether purchased by FRANCHISEE from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the TOWN.

**7.2 Indemnification.** FRANCHISEE agrees to indemnify, defend and hold the TOWN harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from FRANCHISEE's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the TOWN in defense of such claims. The TOWN shall promptly give written notice to FRANCHISEE of any claim, demand, lien, liability, or damage, with respect to which the TOWN seeks indemnification and, unless in the TOWN's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the TOWN shall permit FRANCHISEE to assume the defense of such with counsel of FRANCHISEE's choosing, unless the TOWN reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, FRANCHISEE shall not be obligated to indemnify, defend or hold the TOWN harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the TOWN.

## **ARTICLE 8. INSTALLATION**

**8.1 Coordinated installation.** In order to prevent and/or minimize the number of cuts to and excavations within the TOWN Rights-of-Way, FRANCHISEE shall coordinate with the TOWN and other providers or users of the TOWN Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within the TOWN Rights-of-Way shall be made in the same trench and at the time other installations, repairs, or maintenance of facilities are conducted within the TOWN Rights-of-Way.

**8.2 Underground Installation.** Notwithstanding the provisions of Article 1.3 of this Agreement, FRANCHISEE expressly agrees to install and maintain all of its underground facilities in accordance with the TOWN Ordinances regarding the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement.

**8.3 Aerial Installation.** Notwithstanding the provisions of Article 1.3 of this Agreement, FRANCHISEE expressly agrees to install and maintain all of its aerial facilities in accordance with the National Electric Code regarding the install of aerial utility lines and pole attachment agreement terms, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require FRANCHISEE to convert existing overhead facilities to underground

facilities until and unless other similarly situated providers in the same location are required to do so.

**8.3 Prior Approval.** FRANCHISEE shall not perform any work within TOWN Rights-of-Way without having first obtained written permit form the TOWN authorizing such work.

## **ARITCLE 9. GENERAL PROVISIONS**

**9.1 Binding Agreement.** The parties represent that: (a) when executed by their respective representatives, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to its operation in entering into this Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

**9.2 Governing Law.** This Agreement shall be interpreted pursuant to Utah law and jurisdiction and venue for any legal action pertaining to this Agreement shall be in the District Court of Weber County, State of Utah.

**9.3 Time of Essence.** Time shall be of the essence of this Agreement.

**9.4 Interpretation of Agreement.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held in include the plural number and vice versa, and the use of any gender shall include the other gender. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

**9.5 No Presumption.** Both parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing this Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

**9.6 Entire Agreement and Amendments.** This Agreement and all attachments hereto constitute the entire agreement and understanding between the parties and replaces any previous agreement, understanding or negotiation between the parties with respect to its subject matter, and may be modified or amended, supplemented, or changed only by the written agreement of the parties, including the formal approval of the Town Council. No oral modifications or amendments shall be effective.

PASSED AND APPROVED this 18<sup>th</sup> day of March, 2021.

TOWN OF HUNTSVILLE

By \_\_\_\_\_  
James A. Truett, Huntsville Town Mayor

ATTEST:

\_\_\_\_\_  
Beckki Endicott, Recorder/Town Clerk

Other business pertinent to the above appears in the minutes of the meeting. Upon motion duly made and carried, the meeting was adjourned.

\_\_\_\_\_  
James A. Truett, Huntsville Town Mayor

ATTEST:

\_\_\_\_\_  
Beckki Endicott, Recorder/Town Clerk

STATE OF UTAH                    )  
  : ss.  
COUNTY OF WEBER            )

I, Beckki Endicott, hereby certify that I am the duly appointed, qualified and acting Town Clerk of the Town of Huntsville, Weber County, State of Utah;

I further certify that the above and foregoing constitutes a true and correct copy of the minutes of a meeting of the Town Council of said Town, including an Ordinance adopted at said meeting held on March 18th, 2021, as said minutes and Ordinance are officially of record in my possession;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town, this 18<sup>th</sup> day of March, 2021.

---

Beckki Endicott, Recorder/Town Clerk

(SEAL)

STATE OF UTAH                    )  
  : ss.  
COUNTY OF WEBER            )

CERTIFICATE OF COMPLIANCE WITH  
OPEN MEETING LAW

I, Beckki Endicott, the duly qualified and acting Town Clerk of the Town of Huntsville, Weber County, State of Utah, do hereby certify that on the 18<sup>th</sup> day of March, 2021, pursuant to Section 52-4-202, Utah Code Annotated, I personally posted (at least 24 hours prior to the meeting time) at the Town Hall, written Notice of the Meeting of the Town Council held on March 18, 2021 at said regular meeting place. I further certify that there was delivered to the Valley News (newspaper) posted in (4) places ([www.huntsvilletown.com](http://www.huntsvilletown.com), Town Hall, Huntsville Post Office, [www.pmn.utah.gov](http://www.pmn.utah.gov), at least 24 hours prior to said meeting, a copy of said Notice of Meeting. A correct copy of said Notice of Meeting. A correct copy of said Notice is attached hereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Town this 18<sup>th</sup> day of March, 2021.

\_\_\_\_\_  
Beckki Endicott, Recorder/Town Clerk

(SEAL)

**TOWN OF HUNTSVILLE  
ORDINANCE NO. 2021-3-18-B**

An ordinance of the Town of Huntsville granting to All West/Utah, Inc. ("All West") and its affiliates a non-exclusive franchise to install, operate and maintain a communications system in, on, over, upon, along, and across the public rights of way of the Town of Huntsville, prescribing certain rights, duties, terms, and conditions with respect thereto and establishing an effective date.

WHEREAS, All West, has requested that the Town grant it the right to install, operate, and maintain a communications system within the public ways of the Town; and

WHEREAS, the Town Council has found it desirable for the welfare of the Town and its residents that such a non-exclusive franchise be granted to the Franchisee; and

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

WHEREAS, the Town is willing to grant the rights requested subject to certain terms and conditions, NOW, THEREFORE,

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

**ALL WEST FRANCHISE AGREEMENT**

**Section 1. Definitions.** For the purposes of this franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

A. "Affiliate" means the entity which owns or controls, is owned or controlled by, or is under common ownership with the Franchisee.

B. "Communication(s) Service" shall mean any communications services, communications capacity, or dark fiber, provided by the Franchisee using its Communication System or facilities, either directly or as a carrier for its subsidiaries, affiliates, or any other

person engaged in Communication Service, including but not limited to, the transmission of voice, data, or other electronic information, facsimile reproduction, burglar alarm monitoring, meter reading, and home shopping, or other subsequently developed technology that carries an electronic signal over fiber optic cable or copper cable. Communication Service shall also include non-switched, dedicated, and private line, high capacity fiber optic transmission services to firms, businesses, or institutions within the Town.

C. “Communication System” or “Facilities” shall mean the Franchisee’s fiber optic and/or copper cable system constructed and operated within the Town’s public ways and shall include all cables, wires, fibers, conduits, ducts, pedestals, and any associated converter, equipment, or other facilities within the Town’s public ways designed and constructed for the purpose of providing Communication Service.

D. “FCC” means the Federal Communications Commission, or any successor governmental entity hereto.

E. “Franchise” shall mean the initial authorization, or renewal thereof granted by the Town, through this ordinance or subsequently adopted ordinance, which authorizes construction and operation of the Franchisee’s Communication System and associated Facilities for the purpose of offering Communications Service.

F. “Franchisee” means All West/Utah, Inc., a Utah corporation, or the lawful successor, transferee, assignee, or affiliate thereof.

G. “Person” means an individual, partnership association, joint stock company, trust, corporation, or governmental entity.

H. “Public Way” shall mean the surface of and any space above or below any public street, highway, freeway, bridge, path, alley, court, boulevard, sidewalk, parkway, lane, drive, circle, or any other public right of way including, but not limited to, public utility easements, utility strips, or rights of way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon, now or hereafter held by the Town in the Service Area which shall entitle the Town and the Franchisee the use thereof for the purpose of installing, operating, repairing, and maintaining the Communications System. Public way shall also mean any easement now or hereafter held by the Town within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights of way which within their proper use and meaning, entitle the Town and the Franchisee the use thereof for the purposes of installing or transmitting the Franchisee’s Communications Service over wires, cables, conductors, amplifiers, appliances, attachments, and other property as may be ordinarily and necessarily pertinent to the Communications System.

I. “Service Area” means the present municipal boundaries of the Town and shall include any additions thereto by annexation or other legal means.

J. “Town” means the town of Huntsville, Utah.

**Section 2. Authority Granted.** The Town hereby grants to the Franchisee its heirs, successors, legal representatives, affiliates and assigns, subject to the terms and conditions hereinafter set forth, the right, privilege and authority to utilize the public ways of the Town for construction and operation of the Franchisee’s Communications System and to acquire, construct, operate, maintain, replace, use, install, remove, repair, reconstruct, inspect, sell, lease, transfer, or to otherwise utilize in any lawful manner, all necessary equipment and facilities thereto for the Franchisee’s Communications System, and to provide Communications Service.

**Section 3. Construction Permits Required.**

A. Prior to site specific location and installation of any portion of its Communications System within a public way, the Franchisee shall apply for and obtain a construction permit pursuant to the ordinances of the Town presently existing or as amended from time to time.

B. Unless otherwise provided in said permit, the Franchisee shall give the Town at least 48 hours’ notice of the Franchisee’s intent to commence work in the public ways. The Franchisee shall file plans or maps with the Town showing the proposed location of its Communication Facilities and pay all duly established permit and inspection fees associated with the processing of the permit. In no case shall any work commence within any public way without said permit except as otherwise provided in this franchise.

**Section 4. Grant Limited to Occupation.** Nothing contained herein shall be construed to grant or convey any right, title, or interest in the public ways of the Town to the Franchisee nor shall anything contained herein constitute a warranty of title.

**Section 5. Term of Franchise.** The first term of this franchise shall be for a period of thirty (30) years from the date of acceptance as set forth herein, and will continue thereafter on a year to year basis unless either party provides written notice to the other party one hundred twenty (120) days notice of its intent to renegotiate the terms and conditions of this Franchise. At the end of that term, additional terms and extensions will be negotiated upon terms and conditions deemed reasonable to both the Town and the Franchisee.

**Section 6. Non-Exclusive Grant.** This Franchise shall not in any manner prevent the Town from entering into other similar agreements or granting other or further franchises in,

under, on, across, over, through, along or below any of said public ways of the Town. However, the Town shall not permit any such future Franchisee to physically interfere with the Franchisee's Communication Facilities. In the event that such physical interference or disruption occurs, the Town Engineer may assist the Franchisee and such subsequent Franchisee in resolving the dispute. Further, this franchise shall in no way prevent or prohibit the Town from using any of its public ways or affect its jurisdiction over them or any part of them, and the Town shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of the same as the Town may deem fit, including the dedication, establishment, maintenance, and improvement of all new public ways all in compliance with this franchise.

**Section 7. Maps and Records.** After construction is complete, the Franchisee shall provide the Town with accurate copies of as-built plans and maps in a form and content prescribed by the Town Engineer. These plans and maps shall be provided at no cost to the Town and shall include hard copies and digital copies in a format specified by the Town Engineer.

**Section 8. Work in Public Ways.**

A. During any period of relocation, construction, or maintenance, all surface structures, if any, shall be erected and used in such places and positions within said public ways and other public properties so as to interfere as little as possible with the free passage of traffic and the free use of adjoining property. The Franchisee shall, at all times, post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the Town or the laws of the State of Utah.

B. The Franchisee shall cooperate with the Town and all other persons with authority from the Town to occupy and use the public ways of the Town in coordinating construction activities and joint trenching projects. Within sixty (60) days of the approval of this Franchise, and thereafter by March 1<sup>st</sup> of each calendar year, the Franchisee shall provide the Town with a schedule of its proposed construction activities in, around, or that may affect the public ways of the Town. The Franchisee shall also meet with the Town and other grantees, franchisees, permittees, and other users of the public ways of the Town annually or as determined by the Town to schedule and coordinate construction activities. The Town Engineer shall coordinate all construction locations, activities and schedules to minimize public inconvenience, disruption, or damage to the public ways of the Town.

C. If either the Town or the Franchisee shall at any time after the installation of the facilities plan to make excavations in an area covered by this franchise and as described in this section, the party planning such excavation shall afford the other upon receipt of written request to do so an opportunity to share such an excavation provided that: (1) such joint use shall

not unreasonably delay the work of the party causing the excavation to be made or unreasonably increase its costs; (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and (3) either party may deny such request for safety reasons or if their respective uses of the trench are incompatible.

**Section 9. Restoration after Construction.** The Franchisee shall restore and replace at its sole cost and expense any public or private property, real or personal, or portion of the public ways, that is in any way disturbed, damaged, or injured by the installation, construction, relocation, maintenance, removal or repair of its Communication Facilities within the public ways to at least the same condition as that which existed immediately prior to any such installation, construction, relocation, maintenance or repair. The Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the public ways or other affected area at its sole cost and expense according to the time and terms specified in the construction permit issued by the Town in accordance with the applicable ordinances of the Town.

**Section 10. Emergency Work Permit Waiver.** In the event of any emergency in which any of the Franchisees' Communication Facilities located in, above, or under any public way break, are damaged, or if the Franchisee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, the Franchisee shall immediately take proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining a permit as required by this franchise. However, this shall not relieve the Franchisee from the requirement of notifying the Town of the emergency work and obtaining any permits necessary for this purpose after the emergency work. The Franchisee shall notify the Town by telephone immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which the Town Hall is open for business.

**Section 11. Relocation.** In the event that at any time during the period of this franchise, the Town shall lawfully elect to alter or change any street, alley, public utility easement, bridge, culvert or other public way requiring the relocation of Franchisee's Facilities, then in such event, Franchisee, upon reasonable notice by the Town, shall remove, relay and relocate the same at its own expense; except that Franchisee shall, in all cases, have the right, in Franchisee's sole discretion, to abandon its Facilities in place, in lieu of relocation. If public funds are available for such relocation pursuant to law, Franchisee shall not be required to pay the costs of such relocation.

In the event the Town requests relocation efforts from the Franchisee for aesthetic purposes, the Town agrees to pay all costs associated with relocation. Franchisee shall not be required to pay for the relocation of Franchisee's Facilities, and may require advance payment

for costs and expense, to the extent such removal or relocation is request solely for aesthetic purposes, in cases where the original location of the Franchisee Facilities was approved by the Town through the permitting process.

Franchisee shall, upon the request of any person holding a building moving permit issued by the Town, temporarily raise or lower its lines to permit the moving of the building, provided: (a) the expense of such temporary removal shall be paid by the person(s) requesting the same, and Franchisee shall have the authority to require payment in advance; and (b) the Franchisee is given not less than five (5) business days' advance notice to arrange for such temporary line changes.

**Section 12. Trimming.** Franchisee shall have the authority to trim trees upon and overhanging all streets, alleys, public utility easements, sidewalks and public places of the Town so as to prevent the branches of such trees from coming into contact with Franchisee's Facilities. Franchisee shall, when practical, provide notice to the Town and to any property owner before commencing such work. Franchisee shall not be required to provide notice in advance of such work in emergency conditions.

**Section 13. Dangerous Conditions.** Whenever construction, installation or excavation of the Communication Facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public street, utilities or Town-owned property, the Town Engineer may reasonably request the Franchisee to take action to protect the public, adjacent public places, Town-owned property, streets, utilities and public ways. Such action may include compliance within a prescribed time. In the event that the Franchisee fails or refuses to promptly take the actions directed by the Town or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the Town may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, utilities, public ways to maintain the lateral support thereof or actions regarded as necessary safety precautions and the Franchisee shall be liable to the Town for the reasonable costs thereof.

**Section 14. Non-Liability of Town for Acts of Franchisee.** The Town shall not at any time become liable or responsible to any person, firm, corporation, or individual for any damage, injury, including loss of life or loss by reason of the activities of Franchisee under this franchise, and Franchisee hereby indemnifies the Town and holds it harmless against all such liabilities, loss, cost, damage, or expense which may be incurred by the Town by reason of the exercise or arising out of the implementations of this franchise.

**Section 15. Insurance.** The Franchisee shall procure and maintain insurance against claims for injuries to persons or damages to the property which may arise from, or in connection with the exercise of the rights, privileges, and authority granted hereunder to the Franchisee, its

agents, representatives, or employees. The Franchisee shall provide to the Town for its inspection an insurance certificate naming the Town as an additional insured as its respective interests may appear prior to the commencement of any work or installation of any facilities pursuant to this franchise. Such insurance certificate shall evidence:

A. Comprehensive general liability insurance written on an occurrence basis, including contractual liability coverage with limits inclusive of umbrella or excess liability coverage of not less than: (1) \$2,000,000 for bodily injury or death to each person; and (2) \$3,000,000 for property damages resulting from any one accident.

B. Automobile liability for owned, non-owned, and hired vehicles with a limit inclusive of umbrella or excess liability coverage of \$300,000 for each person and \$500,000 for each accident.

C. Workers' compensation within statutory limits.

The liability insurance policies required by this section shall be maintained by the Franchisee throughout the term of this franchise and such other period of time during which the Franchisee is operating without a franchise hereunder, or is engaged in the removal of its Communication System. Payment of deductibles and self-insured retentions shall be the sole responsibility of the Franchisee. The insurance certificate required by this section shall contain a clause stating that the coverage shall apply separately to each insured against whom a claim is made or suit is brought except with respect to the limits of the insurer's liability. The Franchisee's insurance shall be primary insurance with respect to the Town. Any insurance maintained by the Town, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of the Franchisee's insurance and shall not contribute with it.

**Section 16. Abandonment and Removal of the Franchisee's Communication Facilities.** Upon the expiration or termination of the rights granted under this franchise, the Franchisee shall either, at Franchisee's sole option, remove all of its Communication Facilities from the public ways of the Town within ninety (90) days or abandon the Facilities in place. Upon permanent abandonment and Franchisee's agreements to transfer ownership of the Communication Facilities to the Town, the Franchisee shall submit to the Town a proposal and instruments for transferring ownership to the Town. Any such facilities which are not permitted to be abandoned in place which are not removed within one (1) year of receipt of said notice shall automatically become the property of the Town.

**Section 17. Municipal Telecommunications License Tax.** For the Franchise granted herein, Franchisee shall pay to the Town, the Utah Municipal Telecommunications License Tax, adopted by the Town, on Franchisee's gross receipts from telecommunications services attributed to the Town as set forth in the Utah Municipal Telecommunications License Tax Act,

Title 10, Chapter 1, Part 4, Utah Code Annotated, less any business license fee or business license tax enacted by the Town. All payments shall be made to the Utah State Tax Commission:

Utah State Tax Commission  
210 North 1950 West  
Salt Lake City, Utah 84134

**Section 18. Modification.** The Town and the Franchisee hereby reserve the right to alter, amend, or modify the terms and conditions of this franchise upon the written agreement of both parties to such alteration, amendment or modification. Said modifications shall be approved by the Town by ordinance and accepted by the Franchisee consistent with this section herein.

**Section 19. Forfeiture and Revocation.**

A. This franchise may be terminated for failure by Franchisee to comply with the material provisions hereof and other provisions of the Town ordinances.

B. If the Town has reason to believe that the Franchisee is in violation of this franchise or other provisions of the Town ordinances, the following procedures shall be followed by the Town:

(1) The Town shall provide the Franchisee with a detailed, written notice by certified mail detailing the violation, the steps necessary to cure such violation, and the time period within which the violation must be cured. Within thirty (30) days thereafter, Franchisee shall respond demonstrating that no violation occurred, that any problem has been corrected, or with a proposal to correct the problem within a specified period of time.

(2) Franchisee may request an extension of time to cure an alleged violation if construction is suspended or delayed by the Town or where unusual weather, natural consequences, extraordinary acts of third parties, or other circumstances which are reasonably beyond the control of the Franchisee delay progress, provided that the Franchisee has not, through its own actions or inactions, contributed to the delay.

(3) If said response is not satisfactory to the Town, the Town may declare the Franchisee to be in default with written notice by certified mail to Franchisee. Within ten (10) business days after notice to Franchisee, Franchisee may deliver to the Town a request for a hearing before the Town Council. If no such request is received, the Town may declare the franchise terminated for cause.

(4) If Franchisee files a timely written request for hearing, such hearing shall be held within thirty (30) days after the Town's receipt of the request therefor.

Such hearing shall be open to the public and Franchisee and other interested parties may offer written and/or oral evidence explaining or mitigating such alleged noncompliance. Within ten (10) days after the hearing, the Town Council on the basis of the record will make the determination as to whether there is cause for termination and whether the franchise will be terminated. The Town Council may, in its sole discretion, fix an additional time period to cure violations. If the deficiency has not been cured at the expiration of any additional time period, or if the Town Council does not grant any additional period, the Town Council may, by resolution, declare the franchise to be terminated.

(5) If Franchisee appeals revocation and termination, such revocation may be held in abeyance pending judicial review by a court of competent jurisdiction provided the Franchisee is otherwise in compliance with this franchise.

C. Franchisee shall not be deemed to be in default failure, violation or noncompliance with any provision of this franchise where performance was rendered impossible due to an act of God, fire, flood, storm, or other element or casualty, theft, war, disaster, strike, lockout, boycott, prevailing war, or war preparation, or bona fide legal proceedings, beyond the control of the Franchisee.

**Section 20. Town Ordinances and Regulations.** Nothing herein shall be deemed to direct or restrict the Town's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The Town shall have the authority at all times to control by appropriate regulations the locations, elevation, manner or construction and maintenance of facilities by the Franchisee and the Franchisee shall promptly conform with all such regulations unless compliance would cause the Franchisee to violate other requirements of the law.

**Section 21. Survival.** All of the provisions, conditions and requirements of this franchise shall be in addition to any and all other obligations and liabilities the Franchisee may have to the Town at common law by statute or by contract. The provisions, conditions and requirements of Section 8 Work in Public Ways; 9 Restoration after Construction; 13 Dangerous Conditions; 14 Non-Liability of Town for Acts of Franchisee; 15 Insurance; 16 Abandonment and Removal of the Franchisee's Communication Facilities; shall survive the expiration or termination of this franchise and any renewals or extensions thereof and remain effective until such time as the Franchisee removes its Communication Facilities from the public ways, transfers ownership of said facilities to a third party, or abandons said system in place as provided herein. All of the provisions, conditions, regulations and requirements contained in this franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives, and assigns of the Franchisee and all privileges as well as all obligations and liabilities of the Franchisee shall inure to its heirs, successors and assigns equally as if they were

specifically mentioned wherever the Franchisee is named herein.

**Section 22. Severability.** If any section, sentence, clause or phrase of this franchise shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this franchise.

**Section 23. Assignment.** This Agreement may not be assigned or transferred without prior written notice to the Town except that the Franchisee may freely assign this franchise without notice in whole or in part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization, or refinancing. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such notice shall not be required unless and until the secured party elects to realize upon the collateral.

Franchisee may, without the prior written notice to the Town: (1) lease the facilities or any portion thereof to another; (2) grant an indefeasible right of user interest in the facilities or any portion thereof to another; or (3) offer to provide capacity or band width in its facilities to another, provided that Franchisee at all times retains exclusive control over such facilities and remains responsible for locating, servicing, repairing, relocating, or removing its facilities pursuant to the terms and conditions of this franchise.

**Section 24. Notice.** Any notice or information required or permitted to be given to the parties under this franchise may be sent to the following addresses unless otherwise specified:

Town:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Franchisee:

All West/Utah, Inc.  
50 West 100 North  
Kamas, Utah 84036  
Attn: President

Notice shall be deemed given upon receipt in the case of personal delivery three (3) days after deposit in the U.S. mail in the case of regular mail, or next day in the case of overnight delivery.

**Section 25. Entire Franchise.** This franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or

understandings, written or otherwise, shall be binding upon the parties upon approval and acceptance of this franchise. Provided further that the Town and the Franchisee reserve all rights they may have under the law to the maximum extent possible and neither the Town nor the Franchisee shall be deemed to have waived any rights they may have or may acquire in the future by entering into this franchise.

**Section 26. Attorney's Fees.** If any suit or other action is instituted in connection with any controversy arising under this franchise, the prevailing party shall be entitled to recover all of its costs and expenses including such sum as the court may judge reasonable for attorney's fees.

**Section 27. Governing Law/Venue.** This franchise shall be governed by and construed in accordance with the laws of the State of Utah. The venue and jurisdiction over any dispute related to this franchise shall be with the Utah State Court in the county in which the Town is located, or with respect to any federal question, with the United States District Court for the District of Utah in Salt Lake City, Utah.

**Section 28. Acceptance.** Within sixty (60) days after the passage and approval of this ordinance, this franchise shall be accepted by the Franchisee by its filing with the Town Clerk an unconditional written acceptance thereof. Failure of the Franchisee to so accept this franchise within said period of time shall be deemed a rejection thereof and the rights and privileges herein granted shall after the expiration of the sixty (60) day period, absolutely cease unless the time period is extended by ordinance duly passed for that purpose.

**Section 29. Effective Date.** This ordinance, being an exercise of power specifically delegated to the Town legislative body, is not subject to referendum and shall take effect five (5) days after the passage and publication of an approved summary thereof consisting of the title.

PASSED AND APPROVED this 18<sup>th</sup> day of March, 2021.

TOWN OF HUNTSVILLE

By \_\_\_\_\_  
James A. Truett, Huntsville Town Mayor

ATTEST:

\_\_\_\_\_  
Beckki Endicott, Recorder/Cler

Other business pertinent to the above appears in the minutes of the meeting. Upon motion duly made and carried, the meeting was adjourned.

James A. Truett, Huntsville Town Mayor

ATTEST:

Beckki Endicott, Recorder/Town Clerk

STATE OF UTAH                    )  
  : ss.  
COUNTY OF WEBER            )

I, Beckki Endicott, hereby certify that I am the duly appointed, qualified and acting Town Clerk of the Town of Huntsville, Weber County, State of Utah;

I further certify that the above and foregoing constitutes a true and correct copy of the minutes of a meeting of the Town Council of said Town, including an Ordinance adopted at said meeting held on 18<sup>th</sup> day of March, 2021 as said minutes and Ordinance are officially of record in my possession;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town, this 18<sup>th</sup> day of March, 2021.

---

Beckki Endicott, Recorder/Town Clerk

(SEAL)

STATE OF UTAH                    )  
  : ss.                CERTIFICATE OF COMPLIANCE WITH  
COUNTY OF WEBER            )                    OPEN MEETING LAW

I, Beckki Endicott, the duly qualified and acting Town Clerk of the Town of Huntsville, Weber County, State of Utah, do hereby certify that on the 18<sup>th</sup> day of March, 2021 pursuant to Section 52-4-202, Utah Code Annotated, I personally posted (at least 24 hours prior to the meeting time) at the Town Hall, written Notice of the Meeting of the Town Council held on 18<sup>th</sup> day of March, 2021 at said regular meeting place. I further certify that there was delivered to the Valley News/posted in (3) places, at least 24 hours prior to said meeting, a copy of said Notice of Meeting. A correct copy of said Notice of Meeting. A correct copy of said Notice is attached hereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Town this 18<sup>th</sup> day of March, 2021.

\_\_\_\_\_  
Beckki Endicott, Recorder/Town Clerk

(SEAL)

## MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING

Thursday, February 4<sup>th</sup>, 7:00 p.m.

Meeting held on Zoom with an anchor location at Town Hall, 7309 East 200 South,  
Huntsville.

Name	Title	Status
James A. Truett	Mayor	Present
Blake Bingham	Council Member	Present by Zoom
Richard Sorensen	Council Member	Present
Max Ferre'	Council Member	Present
Wendy McKay	Council Member	Present by Zoom
Beckki Endicott	Recorder	Present
William Morris	Legal Counsel	Excused

**Citizens on Zoom: Amber Moyer, Lt. Butler, Jordan Curtis, Bill White**

**Citizens at Town Hall: Bruce Ahlstrom, Chris McDowell and John from Cherry Creek, Ramona Clapperton, Brian Clapperton,**

1-Mayor Truett called the meeting to order. There is a full quorum present at Town Hall.

2-Pledge of Allegiance – TCM Richard Sorensen.

3-Opening Ceremony – TCM Max Ferre'.

4-Public Comments – There were none.

**TCM Wendy McKay entered the meeting on Zoom at 7:02 p.m.**

5-Discussion and/or action on Town Council Meeting Minutes from January 21, 2021. (See Attachment #1) TCM Blake Bingham motioned to approve the minutes from the Town Council Meeting on January 21, 2021. TCM Max Ferre' seconded the motion. All votes aye. Motion passes.

6-Sheriff's Report- There were 26 calls and 4 citations written in the month of January, 2021. The citations were speeding tickets. Lt. Butler stated there were parking tickets written at the point but does not have the stats at this time.

The Sheriff's office is reorganizing their assignments. Lt. Butler announced he is being moved. Lt. Horton will be taking care of all the Weber County Unincorporated areas and the marine assignments. Lt. Hutchinson is taking the assignment of Huntsville Town. Mayor Truett was concerned about working with two different Lieutenants. If there are issues with Pineview, Huntsville will have to work with Lt. Horton. If there are issues in Town, Huntsville will have to work with Lt. Hutchinson. Mayor Truett expressed this would be difficult for Huntsville Town. Lt. Butler stated he expressed the same concern when they were making the assignments, but assured Mayor Truett that he would be able to work this out.

7-Discussion and/or action on Cycle Karts Special Events Application. (See Attachment #2)  
Kelly Wood joined by Zoom and stated this year's events was going to be much the same as last year. They are going to park the Cycle Karts in the LDS Church Parking Lot. He will need hay bales from TCM Wendy McKay. The event will emphasize safety for the drivers and the participants. Kelly anticipates the group of drivers will be bigger by about 10. He will distribute flyers to the neighbors to let them know what is happening. The barbershop quartet will be performing during the opening. Huntsville will keep the driver's fees. The event will expand a bit by half a day. The Friday before the event, the drivers will dress up in period costumes and cruise the Town at 5 mph to start the weekend. The Town Council thought this would be a great addition to the fun.

**TCM Richard Sorensen motioned to approve the Special Events Application for the Huntsville Grand Prix II to be held on May 15, 2021. TCM Max Ferre' seconded the motion. All votes Aye. Motion passes.**

VOTES	AYE	NAY	RECUSED	EXCUSED
Mayor Truett	X			
CM Wendy McKay	X			
CM Blake Bingham	X			
CM Max Ferre'	X			
CM Richard Sorensen	X			

8-Presentation by Cherry Creek Events and discussion and/or action on fireworks purchase. John Chadwick introduced himself as the owner of Cherry Creek Ski resort in Cache County. He stated their resort also provides big events such as concerts and dances to cities across the State. He is a distributor for ACME fireworks. John has looked at what Huntsville uses for fireworks on the 4<sup>th</sup> of July, and he can provide them for less money than what Huntsville has been purchasing in the past. He would like an opportunity to provide the fireworks, DJ for a dance the night of the 4<sup>th</sup>, and then also the ability to put on a concert on a different night during the summer.

Mayor Truett asked John about the fireworks. Huntsville has been purchasing from Fireworks West for the last four years. John explained that he is a distributor for ACME. He provides to Fireworks West. John stated Huntsville would be able to purchase additional fireworks with the savings he could provide. Mayor Truett stated his preference is for them to work with Brian Clapperton because he has the experience of working with the fireworks companies for many years.

TCM Richard Sorensen wanted to address the idea of the concert. He is concerned about the size of the concert and how it would affect the surrounding areas of the park.

When looking at the dates of the 4<sup>th</sup> of July, the holiday falls on a Sunday. TCM Blake Bingham and TCM Wendy McKay suggested the celebration be on Saturday. TCM Max Ferre' suggested

the fireworks be on Saturday and then you could have other events, even a concert on Monday. TCM McKay also suggested a concert on the 24<sup>th</sup> of July.

John Chadwick stated that concerts have a wide range of costs. For example, the American Idol participant for last year will be about \$30,000 per event. He stated it would change Huntsville's budget to provide a concert. He would provide the talent, security, set up, clean up and equipment. It would be up to Huntsville Town if they wanted to charge for the concert. TCM Bingham suggested that if there were sponsors, the concert could be a wash for the budget. He would also be willing to approach people for sponsorships.

Mayor Truett stated he would like to think about the idea of a concert. John Chadwick stated they should start with making the fireworks show better and then go from there.

**TCM Richard Sorensen motioned to approve up to \$5,000 for fireworks for the 4<sup>th</sup> of July Celebration and consider a concert on a different date.** TCM Max Ferre' seconded the motion. All votes aye. Motion passes.

VOTES	AYE	NAY	RECUSED	EXCUSED
Mayor Truett	X			
CM Wendy McKay	X			
CM Blake Bingham	X			
CM Max Ferre'	X			
CM Richard Sorensen	X			

9-Discussion and/or action on Boundary Line Adjustment for Jordan Curtis, parcel number #240190015 and #240190007, 350 South 7700 East. (See Attachment #3) TCM Blake Bingham explained this is the Shirley Hadley property. Mr. Curtis brought the Boundary Line Adjustment to the Planning Commission for approval. He recently purchased the property, and it came with two lots and parcel numbers. One of the parcels is a sliver parcel that is adjacent to Highway 39. The adjustment to the lot will take the lot line west to east. The frontage on the lots would be on 7700 East. The existing house will be located on a parcel with .75 acres and the other parcel will 1.96 acres. Each lot will have the required 130 feet of frontage.

The sliver parcel is in Weber County jurisdiction. Rex Harris has consulted with Attorney Morris on whether it would be legal to divide the lot with both Huntsville and Weber County jurisdictions. Attorney Morris stated that it is legal. TCM Bingham stated the Planning Commission has approved the recommended adjustment.

**TCM Max Ferre' motioned to approve the Boundary Line Adjustment on parcel number #240190015 and #240190007 at 350 South 7700 East.** TCM Wendy McKay seconded the motion. All votes aye. Motion passes.

VOTES	AYE	NAY	RECUSED	EXCUSED
Mayor Truett	X			
CM Wendy McKay	X			
CM Blake Bingham	X			
CM Max Ferre'	X			
CM Richard Sorensen	X			

10-Discussion and/or action on Annexation Petition for Jordan Curtis, parcel #240190007, 350 South 7700 East. (See Attachment #4) TCM Blake Bingham stated the sliver parcel is outside the Town Boundaries. Now that the Boundary Line Adjustment has been approved, his parcel is both inside and outside of the Town Boundaries. Mr. Curtis would like to annex that sliver into his lot.

During the Planning Commission Meeting the Annexation Petition was discussed. There were concerns raised about the wetlands on the property. The decision to recommend the Annexation was not unanimous. There are mapped wetlands. Mr. Curtis assured the Planning Commission he would address these issues. Another issue is the portion being annexed is zoned AV-3. If Mr. Curtis does annex his property, the property would have to be re-zoned to R-1. TCM Blake Bingham stated there would need additional public input involved in the next steps.

TCM Bingham stated the next steps is to list the issues with annexation in a MOU with the Town. The wetlands and zoning issues would be listed in that MOU. Once the MOU is composed, there will be a public hearing regarding the annexation.

Mayor Truett stated Mr. Curtis is not here looking for a building permit. He wanted the Town Council to know that Mr. Curtis has many steps to go through before he can get to developing that property. Mayor Truett stated he like the idea of cleaning up the Town Boundaries on Highway 39. Mayor Truett asked Mr. Curtis if he intends to rezone the property if he is annexed. Mr. Curtis confirmed that rezoning to R-1 was his intent. TCM Wendy McKay asked if the annexation was to go through, if it would provide him with enough land to develop a third lot. Mr. Curtis stated with the wetlands issue he is not sure if a third lot would be feasible. He is going to start working on remodeling the house. TCM McKay desires to see the boundary line align with the road.

**TCM Blake Bingham motioned to continue the annexation process with this annexation petition and move toward an MOU outlining the concerns and issues with the annexation.** TCM Sorensen seconded the motion. Roll Call Vote. All votes Aye. Votes are reflected below.

VOTES	AYE	NAY	RECUSED	EXCUSED
Mayor Truett	X			
CM Wendy McKay	X			
CM Blake Bingham	X			
CM Max Ferre'	X			

CM Richard Sorensen	X			
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Beckki will coordinate the MOU with Bill Morris and TCM Bingham.

11-Discussion and/or action on Boundary Line Adjustment for Bill White, parcel #241480001 and #241480002, 285 S 7200 East. (See Attachment #5) Bill White explained that the Bell Cottage (the older home) has a septic system that is located over the north boundary line in the second lot where the new home will be located. When the Whites subdivided the lots, Weber County wanted them to create an easement for the septic system of the old existing home. The Whites did not know exactly where the septic system was, but they knew where the general area in which the septic system was located. When the easement was recorded it was recorded as an actual boundary line between the two lots. Rex recommended reestablishing the boundary line. When the White's start construction, they will find the septic system for the old home and then they can establish an easement to match that system. There is a good chance that the White's are going to hit the system when building, so the White's are designing two systems, one for each home. When the old system is located, they will put an easement to protect the system or move it back to the lot where the old home is located.

**TC Blake Bingham motioned to approve the Boundary Line Adjustment for Bill White, parcel #241480001 and #241480002, 285 South 7200 East.** TCM Wendy McKay seconded the motion. All votes Aye. Motion passes.

VOTES	AYE	NAY	RECUSED	EXCUSED
Mayor Truett	X			
CM Wendy McKay	X			
CM Blake Bingham	X			
CM Max Ferre'	X			
CM Richard Sorensen	X			

12-Discussion and/or action on Ordinance 2021-1-28: An Ordinance of Huntsville Town, Amending Title 15.4 Conditional Use Regulations. TCM Blake Bingham recounted the public hearing held by the Planning Commission regarding the acceptable use edits. Both Mayor Truett and TCM Wendy McKay both worked on a committee to revise the use table. **(See Attachment #6)** TCM Blake Bingham stated the goal of these edits was to bring up Huntsville Code to the current Utah standards. He also stated the Planning Commission looked at the idea of mitigating special effects for the conditional uses on the Use Table. TCM Blake Bingham used the State Code and Marriott-Slaterville's Code to edit the language of our code.

TCM Bingham talked about approving conditional use items when the Town is able to mitigate the detrimental effects. He reiterated that the Town is obligated to mitigate and not to eliminate Use. He pointed to the list of mitigating effects that the Town can use in the new code. This is the ordinance that goes hand in hand with the Use Table.

The Planning Commission did review and edit some of the Use Table. The Planning Commission added language regarding prohibiting fractional ownership. These arguments and edits were discussed during the public hearing for these ordinances. TCM Bingham spoke with Attorney Morris regarding discussion during the public hearing. Attorney Morris advised the Planning Commission that ownership is not controlled by the Town. TCM Bingham adjusted the new language in the code to address the number of families occupying the home during a certain period of time. TCM Blake Bingham recommends striking fractional ownership from the Use Table.

As a point of clarification, Beckki stated the Planning Commission decided to go back to rewrite the ordinance for 15.6.2 and discuss it more in depth. The ordinance and amendments in 15.6.2 have been heard in a public hearing but the Planning Commission is making additional adjustments to the ordinance. The Use Table 15-2 and Ordinance 2021-1-28: Amendments to 15.4 Conditional Use Regulations is before the Town Council to vote on tonight.

TCM Wendy McKay suggested striking the reference to fractional ownership. Mayor Truett asked if this would affect Tim Charlwood and his project at the point. TCM Blake Bingham stated that the Land Use Permit for Tim Charlwood expired over a year ago. He would have to come and apply for a new Land Use Permit. Tim Charlwood's project would be looked at through the amended conditional use table.

Mayor Truett asked if this would affect the Hyde's project for Phase II of the Compass Rose. Beckki answered that she heard that the Hyde's were submitting an application for an Overlay Zone. She had not received the application yet. TCM Blake Bingham responded the Conditional Use Table does not apply to the Overlay Zone.

Mayor Truett asked what the Planning Commission had changed since the Table came out of committee. Beckki responded the Planning Commission made consolidations to child-care centers and added a line for cell towers. The Planning Commission added food truck as a use and made clarifications to the language for motor vehicle and recreational sales. The TC discussed additional uses for food trucks. TCM McKay brought up that bars, taverns and clubs should be "N" across the table. She said we had 628 residents in Town and Utah Code states that there should be 10,200 residents for 1 bar. TCM McKay stated Huntsville has two bars with the Shooting Star and the American Legion.

**TCM Blake Bingham motioned to adopt Ordinance 2021-1-28 with the associated Use Table with the following revisions: changing the conditions of bars, taverns and clubs to "N" not permitted for all zones, striking the "dwelling units, fractional ownership" line from the use table and additional a "C" to the residential zone for food trucks. TCM Wendy McKay seconded the motion.**

TCM Richard Sorensen asked if they had food trucks for an event if the food truck would need a CUP to cater an event. Beckki stated that she believes the food trucks have business licenses that are regulated through the County/State. They could come to events in commercial or residential zones, but you would not be able to run the business of a food truck in a residential zone without a CUP. TCM Richard Sorensen suggested the Town Council not permit any food trucks because

it might allow other trucks to just park in Town. Beckki stated she would not like a requirement for a CUP on a food truck. Most of the time the requests to conduct business on Town locations come the day before. A CUP has to be approved by the Town Council and the Planning Commission. This would take time. TCM Blake Bingham suggested a condition be added to the code could make this an administrative item that would not require Planning Commission approval. The Planning Commission has considered other kinds of permits that make the process cumbersome, like solar permits.

The motion still stands. The Food Truck will be "C" conditional in the residential zone. Mayor Truett called for a roll call vote. All votes Aye. Motion passes. Roll Call votes are reflected below.

VOTES	AYE	NAY	RECUSED	EXCUSED
Mayor Truett	X			
CM Wendy McKay	X			
CM Blake Bingham	X			
CM Max Ferre'	X			
CM Richard Sorensen	X			

13-Discussion on Town Hall updates. TCM Richard Sorensen suggested to the Town Council they change the locks at the Town Hall to keyless entry. He stated this would be a big benefit to staff, Town Council Members, and other volunteers. The Town would be able to keep track of the keys. The TC could access their mailboxes. Mayor Truett and TCM McKay agreed with TCM Sorensen. Mayor Truett will connect with Kay to see if there is something the TC needs to be aware of from an audit perspective.

TCM Sorensen wanted permission from the TC to upgrade to a NEST thermostat. Beckki is supportive of that idea! TCM Sorensen will work on these upgrades.

14-Discussion on Smartboard purchase. Mayor Truett stated there is a Smartboard on its way to the Town Council. He believes this will be a big improvement for the electronic meetings. Other municipalities ordered Smartboard with their CARES Act money. Mayor Truett approached the County when Trump extended the deadline to March 31, 2021. The County agreed to supply Huntsville with a Smartboard with these additional funds.

#### **COUNCIL MEMBER PRESENTATIONS:**

- 1) **Mayor Truett:** Someone parked a large bus down at Cemetery Point. Sean Harwood called to see if it belonged to the Town. The bus does not belong to the Town. The Forest Service will have it towed.

Mayor Truett stated he sent the TC Members an email regarding the recreational grant. He suggested the other Council Members look at the grant and see if there are some additional opportunities.

- 2) **TCM Wendy McKay:** TCM Wendy McKay thanked TCM Bingham on all his work on the CDBG income survey. The result of the survey was a 71% moderate to low incomes in the Town of Huntsville. TCM McKay reported that she and TCM Sorensen spent the day finishing the application for CDBG. She is requesting a work session to discuss the Community Center Concept.

TCM Bingham asked about putting the Community Center east of the Compass Rose and north of the Park instead of east of the library. TCM Sorensen stated the septic system at the soccer field is very large. Mayor Truett like the idea of trying to mitigate the septic system in order to put the Community Center east of the Compass Rose. He also stated they have two lots that are north of the Compass Rose that could be used for sale. The sale could help to fund the Community Center. Beckki will set the work session on February 25<sup>th</sup> at 5 p.m.

Bruce Ahlstrom presented a plan to purchase equipment for the CERT team.

- 3) **TCM Richard Sorensen:** TCM Richard Sorensen wanted to have a discussion on what the 4<sup>th</sup> of July was going to look like. The last two years the 4<sup>th</sup> of July Celebrations have been scaled back. The TC discussed the fireworks from last year, the family games in the park, the parade, and the patriotic program. Mayor Truett suggested the TC needs to decide whether to add back in the commercial aspect. The TC discussed how the 4<sup>th</sup> of July Celebration would look without the commercial sales. TCM Sorensen thought the flag ceremony and the fireworks were the most important part of the night. The TC members are in favor of the flag ceremony, parade, family games, parade, and fireworks.
- 4) **TCM Max Ferre':** TCM Ferre' proposed a line of evergreen trees be planted east of the Compass Rose parking lot. TCM Sorensen is over the parks and will look at some possibilities for that area. Mayor Truett asked TCM Ferre' and TCM Sorensen to include this in the Capitol Improvements Plan. The TC will discuss this plan in the coming TC meetings.

#### **CLOSING ITEMS:**

1. Citizen Comments: There were none.
2. Adjournment of Meeting. **TCM Sorensen motioned to adjourn.** TCM Max Ferre' seconded the motion. All votes Aye. Motion passes.

**Meeting is adjourned at 9:39 p.m.**

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Beckki Endicott, Recorder

**MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING**  
**Thursday, February 18<sup>th</sup>, 7:00 p.m.**  
**Meeting held on Zoom with an anchor location at Town Hall, 7309 East 200 South,**  
**Huntsville.**

Name	Title	Status
James A. Truett	Mayor	Present
Blake Bingham	Council Member	Present
Richard Sorensen	Council Member	Present on Zoom
Max Ferre'	Council Member	Present
Wendy McKay	Council Member	Present on Zoom
Beckki Endicott	Recorder	Present
William Morris	Legal Counsel	Excused

**Citizens on Zoom: Liz Poulter, Lt. Butler, Lt. Hutchinson, Bonnie Hyde, Jack Walkenhorst, bmanuson**

1-Mayor Truett called the meeting to order. There is a full quorum present at Town Hall. The remaining Council Members are on Zoom.

2-Pledge of Allegiance – Mayor Truett.

3-Opening Ceremony – TCM Max Ferre'.

4-Public Comments – There were none.

5-Discussion and/or action on Town Council Meeting Minutes from February 4<sup>th</sup>, 2021. TCM Blake Bingham motioned to table the approval of the Minutes from February 4<sup>th</sup>, 2021. TCM Ferre' seconded the motion. All vote ayes. Motion is approved.

6-Sheriff's Report- Lt. Butler introduced Lt. Hutchinson who is taking over the east precinct. Lt. Hutchinson introduced himself. He has been serving over investigations at WC Sheriff. He is excited to be here in Huntsville. Lt. Butler stated he had already been over the numbers with Huntsville in the last meeting. Lt. Butler announced he would be over the parking ticket hearings for Huntsville Town.

**Action Items:**

1-Discussion and update on the Winter's Gove Restoration Project. (See Attachment #1) Beckki received an update from Linda Laws on the grant money her organization received to restore the Winter Grove Trail Signs. Beckki stated they could read through the progress in the packet but she wanted to make sure the Council knew that the project was ongoing and that the designer for the signs will be the Songer Family. The pictures are in the packet. The renovation group hope to have the design updated and approved in March and have the signs installed in April. They are planning to host a grand re-opening in the later spring months.

2-Discussion and/or action on donation to Weber County for restrooms at Cemetery Point. Mayor Truett distributed a spreadsheet with the history of the tolls collected on 1<sup>st</sup> street over the last 10 years. (See Attachment #2) Mayor Truett stated there has been a steady increase at the toll booth over the years. Huntsville's agreements with the Forest Service vendors have been negotiated well over the years. Last year was a COVID year and Huntsville's distribution was \$108,000. Weber County has also started negotiating a fee that has resulted in \$30,000 for them the last two years. Commissioner Froerer wants to construct another restroom at the point. Mayor Truett stated Huntsville has not given back to Pineview in a long time. He would like to see some of the Cemetery Point money donated to the Weber County Restroom update. In past years, the distribution of funds has been used for the roads in Huntsville. Mayor Truett would like to give \$24,000 for a restroom at Cemetery Point. Huntsville would keep \$81,000 for our roads. TCM Ferre' asked if the vendor agreement required Huntsville to use this for the roads. Mayor Truett stated the new contract does not have any requirements for use of funds.

TCM Wendy McKay asked where they were putting the restroom. Mayor Truett replied that the location would be in Huntsville. He is assuming at Cemetery Point. Weber County has been working very closely with Sean Harwood and the Forest Service. Mayor Truett trusts the County to be working with the Forest Service on the restroom location. TCM McKay asked about who would be in charge of the upkeep after the restroom was built. Mayor Truett responded the Forest Service would be in charge of the upkeep.

TCM Ferre' does not feel bad about accepting the money from the Forest Service but agrees Cemetery Point needs another restroom. TCM Bingham asked about the status of the budget. He does not want to donate money if Huntsville's budget is suffering. He would also like to propose that the money donated be earmarked specifically for the restroom. He is concerned WC might want to use the funds for other projects. TCM McKay is concerned about adding an additional restroom because the ones that are there are not kept and cleaned very well. She would also like to see the \$24,000 designated. TCM Sorensen commented he is trying to figure out where they would put an additional restroom. He stated there are three restrooms already at the Point. He believes if there is a need that we should support the County.

Liz Poulter commented she heard the restrooms at Cemetery Point were in terrible shape because the Chevron has been referring people to them.

**TCM Blake Bingham motioned to approve the donation of \$24,000 to Weber County for a restroom facility conditioned upon the location of the restroom being in the municipal boundary of Huntsville Town or Cemetery Point.** TCM Max Ferre seconded the motion. Roll Call Vote. All votes aye. Motion passes. Votes are reflected below.

VOTES	AYE	NAY	RECUSED	EXCUSED
Mayor Truett	X			
CM Wendy McKay	X			
CM Blake Bingham	X			
CM Max Ferre'	X			
CM Richard Sorensen	X			

3-Discussion and/or action on Veteran's Memorial Wall. Mayor Truett would like to create a Veteran's Wall in the Huntsville Cemetery to honor Veteran's in the entire Upper Valley. He has talked to a number of people that could serve on a committee to raise the money and construct the monument. Right now, he is picturing a wall that could surround the existing monument at the Cemetery. Mayor Truett is having an email created for the site. The monument wall would be funded by donations and constructed by the end of the year. Mayor Truett would like TCM Ferre' to be in charge of the project.

TCM Ferre' stated the existing monument is not very visible. He is supportive of adding a wall and thinks it would make the existing monument stand out.

TCM Bingham is supportive of the idea but asked about the funding. Mayor Truett stated the funds would come from donations that would be solicited by the committee that TCM Ferre' forms. TCM Bingham's that there be criteria formed in order to choose the veterans that will be selected to be on the wall. He explained there are many levels of service and those criteria would have to be decided in advance. Examples of criteria might be to be born in the Upper Valley or to have lived here for so many years.

TCM McKay is concerned with the height of the wall. She stated she would like to see a half circle instead of a full circle. She would also like the name to be changed to Ogden Valley Veteran's Memorial Wall.

TCM Bingham motioned to approve the Mayor's formation of a committee to pursue the Veteran's Memorial Wall. TCM Ferre' seconded the motion. All votes Aye. Motion passes.

VOTES	AYE	NAY	RECUSED	EXCUSED
Mayor Truett	X			
CM Wendy McKay	X			
CM Blake Bingham	X			
CM Max Ferre'	X			
CM Richard Sorensen	X			

4-Discussion and/or action on support for resolution opposing House Bill 98. (See Attachment #3) TCM Blake Bingham stated that HB 98 would allow people building in Huntsville to bypass the Town's plan review and inspection done in Huntsville Town. They would still be required to go through plan review and inspections by qualified inspectors, but they could opt out of the Town's process. They would also still have to give us the fees. TCM Blake Bingham stated the developers in the state of Utah are voicing frustration in delays of building permits. This bill could result in residents going around the city processes. The City of West Haven has drafted a letter to Governor Cox opposing the bill encouraging him to act against the bill if it passes. The City of West Haven has asked Huntsville to throw its support to their group. They would also put Huntsville Town's Council names on their letter to Governor Cox.

TCM McKay agreed that she doesn't like the power being taken away from the cities and towns. She would like to see Huntsville support this opposition.

**TCM Max Ferre' motioned that Huntsville join with West Haven in opposing HB98.** TCM McKay seconded the motion. All votes aye. Motion passes.

VOTES	AYE	NAY	RECUSED	EXCUSED
Mayor Truett	X			
CM Wendy McKay	X			
CM Blake Bingham	X			
CM Max Ferre'	X			
CM Richard Sorensen	X			

Beckki will reach out to West Haven to see how they would like us to respond.

5-Discussion on Fiber Optic Survey Results. Mayor Truett explained he had Ramona sent out a survey asking residents if they would support fiber optic in our Town. We have had 45 responses in the last two weeks. 38 responded they support fiber optic. Two surveys did not support fiber optic. Five responses stated they did not know.

Mayor Truett stated there have been several companies approach him about fiber optic; All West, Utopia, Freedom Broadband and Utah Broadband. Mayor Truett is going to find a way for us to meet with all the companies, whether by Town Council Meetings or Work Sessions.

TCM Wendy McKay asked if the residents would be assessed \$30 a month if there is competition between companies. Mayor Truett said that residents would have a choice. There are plans that take fiber optic under ground 100%. There are plans that take fiber optic and run them along the power lines. TCM McKay would like to see all the lines underground.

Mayor Truett explained that years ago some of the sections of Town were wired underground by Quest. Not all the Town has the cable. TCM Blake Bingham would like to see what all the options are. He is wanting to know what is being asked of the Town. Mayor Truett stated that the cost of running the wire would be the company's responsibility. There should not be a cost to the Town.

6-Discussion on update to Capital Project List. (See Attachment #4) Mayor Truett stated he would like to see this list updated again this year. Mayor Truett went through all the items on the list. Some of the projects have been completed. Beckki sent a PDF. She will send it out as a editable document. Mayor Truett would like each Town Council Member to update the list. CDBG and other grants like to have this document as part of their grant.

TCM Blake Bingham asked if the Council was looking for other ways to fund the rest of the proposed Community Center. TCM McKay stated the TC needs to start looking for ways to fund the rest of the building. The proposed budget for the building is 1.2 million. TCM Blake Bingham wondered if part of the water budget could be used for the municipal part of the

building since the utility billing and work is being performed there. TCM Wendy McKay expanded the idea of using RAMP to fund the museum part of the building. TCM Wendy McKay asked the rest of the Council Members what kind of project she should be looking at for the Outdoor Recreation Grant. Mayor Truett suggested a sound system or playground equipment would be a good idea. TCM Blake Bingham wondered if a workout circuit trail would be beneficial at the park. TCM Max Ferre' asked if trees and shrubs could be included on the soccer field east of the hotel. The TC agreed this would be a great idea. TCM McKay stated the trees could not be a part of the Outdoor Recreation Grant. The TC liked the idea of a workout circuit, and outdoor lighting. TCM Wendy McKay will continue to work on the grant.

7-Update on Fireworks. Beckki was asked by Ramona to ask the TC about what to do about the fireworks order. Brian Clapperton has not heard from Cherry Creek. The Clapperton's are worried that we will lose the discount that Huntsville has with Fireworks West if we do not order soon. TCM Richard Sorensen has not heard from Cherry Creek either and they promised they would get a bid to us right away. Beckki also relayed the concerned that Bryan is associated with Fireworks West with regards to licensing. This lessens the cost to the Town. TCM Richard Sorensen said he would talk to Ramona and try to get a hold of Cherry Creek.

#### **COUNCIL MEMBER PRESENTATIONS:**

- 1) **TCM Blake Bingham:** TCM Bingham reported on HB 82. This bill has been passed in the house and is going to the Senate. He is giving everyone the heads up that this bill tells municipalities that it cannot prevent homeowners from renting rooms inside their homes.
- 2) Beckki added that Huntsville Town collected \$2,000 in donations for the ice rink this year. The ice rink is now closed for the season.
- 3) Mayor Truett would like to have a training soon from Weber Fire for the AED that was ordered for Town Hall.

#### **CLOSING ITEMS:**

1. Citizen Comments: There were none.
2. Adjournment of Meeting. **TCM Ferre' motioned to adjourn.** TCM Bingham seconded the motion. All votes Aye. Motion passes.

**Meeting is adjourned at 8:21 p.m.**

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Beckki Endicott, Recorder

**WORK SESSION – February 25, 2021**  
**Town Council – CDBG & Outdoor Recreation Grants**

Minutes of the Huntsville Town Council Work Session held at Town Hall 7309 East 200 South, Huntsville, Utah at 5:30 PM. The meeting is regarding the CDBG Grant Project and Outdoor Recreation Grant.

Attending on Zoom: TCM Wendy McKay

Attending at Town Hall: Mayor Truett, TCM Max Ferre', TCM Richard Sorensen, TCM Blake Bingham, Beckki Endicott-Recorder

TCM Wendy McKay started by introducing the requirements for the Outdoor Recreation Grant. In a previous Town Council Meeting, Mayor Truett admonished the TC members to come up with project ideas to go along with the requirements for the Outdoor Recreation Grant. The grant has to be focused on a specific project. The idea of a fitness circuit that could be added to the park was presented as an idea. TCM Wendy McKay has been researching the types of workout circuits and presented her findings to the Town Council. Some fitness parks were various types of heavy, outdoor weight machines. Other examples were lighter body weight type of equipment. TCM McKay stated this grant would require us to spend 50% of the project money before it will match the project. Kay gave TCM Wendy McKay a budget of \$24,000-\$36,000 for the project.

Mayor Truett thought it would be a great idea to replace the playground equipment or maybe add ice rink side barriers. TCM Wendy McKay stated the barriers are hard to store. Huntsville would need a place for that. Also, the Outdoor Recreation Grant will not cover playground equipment. They will only fund fitness equipment. Mayor Truett suggested Huntsville not spend the money on the grant and push Huntsville's money toward the CDBG grant. TCM Blake Bingham agreed. TCM Max Ferre' and TCM Richard Sorensen also agreed.

TCM Wendy McKay moved the discussion to the CDBG project of a Community Center. She likes the idea of moving the Center to the soccer field just east of the Hotel. TCM McKay said she would like to see a smaller center than what was presented in the plans from Marriott-Slaterville. The current plans have a lack of storage. The conference room in the municipal center is too small.

TCM McKay expressed that the price tag of \$90,000 for plans was too costly. Beckki suggested making adjustments to the plans and working with a designer. It would save on the cost of working with an architect. TCM Richard Sorensen pointed out that the budget for the first year included a large portion of the monies for design and engineering. TCM Richard Sorensen confirmed that working with a designer would be a much cheaper option.

TCM McKay stated the concepts of the Marriott-Slaterville Community Center are so roomy and helpful. She stated Huntsville needs less municipal offices and more community in the Community Center. She likes the cube concept of having the municipal part separate from the community and yet, both parts have shared restrooms and gym/meeting room that still

could be locked off in the off hours. Mayor Truett would like to have a larger conference room.

**TCM Richard Sorensen left the meeting at 6:00 p.m.**

TCM McKay suggested the TC keep working on refining the plans. Regardless of the application outcome for 2021, the TC will be ready to apply next year. TCM Blake Bingham suggested that even paying for the plans up front this year will also just prepare us for next year.

Mayor Truett stated that property values are so high right now, he would like to see the Town sell its property now. TCM McKay agreed and stated it would be key to funding the rest of the project. She stated that we could sell the Town Hall for either commercial or residential. The TC would have to give the Town a variance if they sold for residential. She asked Mayor Truett what he would like to see on the two remaining lots across from the library. Mayor Truett stated the tax base from a commercial property would be ideal. TCM Bingham pointed out that the Town Hall lot is a commercial lot that you could use as a residence or a commercial property. TCM McKay would like the Town to get \$1.2 out of the sale of Town Hall and the property. She would like to see a realtor hired to start doing the work.

Mayor Truett stated if additional funds are needed there are several residents with Zion's Bank associations that have been willing to help us in the past. The only debt the Town currently has is the water treatment plant.

TCM Bingham stated we need to move forward in working on the designs. TCM McKay could contact Ashley Hull and see what the possibilities are on working with a designer. TCM Bingham also suggested we get a realtor to work with. The TC discussed selling and then moving the office staff to the maintenance building office or another Town Office. Mayor Truett suggested the Town Council Meetings could be held at the library. Mayor Truett suggested there may some guidelines that we need to follow with regards to RFP's and the sale of property.

Beckki will look up the procedures on selling Town property. TCM McKay will work on the plans and make visits to several smaller Town Halls and Community Centers. Mayor Truett suggested that if the Sheriff's Office was included in the municipal building, they might be able to contribute financially to the project.

**Meeting was adjourned at 6:36 p.m.**

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Beckki Endicott, Recorder

**WORK SESSION – March 8, 2021**  
**Town Council – Fiber Optic and Liberty Broadband**

Minutes of the Huntsville Town Council Work Session held at Town Hall 7309 East 200 South, Huntsville, Utah at 6:00 PM. The meeting is regarding the fiber optic proposal from Liberty Broadband.

Attending at Town Hall: Mayor Truett, TCM Max Ferre', TCM Richard Sorensen, TCM Blake Bingham, TCM Wendy McKay, Michael Zindel, Cathy Zindel, Attorney Bill Morris, Lt. Hutchinson, Rex Harris, Beckki Endicott-Recorder

Mayor Truett opened the meeting and introduced Michael and Cathy Zindel who are the owners of Liberty/Freedom Broadband.

Michael presented a four phased plan to run fiber optic cable to cover Huntsville Town in 12 months. Freedom Broadband plan on covering the Town using existing lines and burying other lines where needed. They would like to start in the center of Town. In exchange for hosting a storage cabinet at Town Hall, they would like to offer to the Town a free fiber optic connection in exchange. This cabinet would be about 6 feet tall and could be either inside or outside of Town Hall.

Liberty Broadband pointed to a map that shows the phases of the project in Huntsville. (**See Attachment #1**) It is their goal to impact private properties as little as possible. Liberty Broadband would like the opportunity to work with other developers to drop their fiber optic lines when connecting developments and subdivisions. They do not charge to do that when the lines can be buried with other connections. Liberty Broadband requested a notification when a new development is established in Huntsville Town.

Liberty Broadband would like to start connecting Huntsville residents within the next 3 months. Rates for residents will be competitive with other companies in the Ogden area.

Mayor Truett stated Huntsville has been talking to other companies as well. Attorney Morris read the federal law regarding telecommunications because it does apply to Huntsville. The federal law reference is Section 273, Title 47. Attorney Morris stated he would review the franchise agreement looking for the following points:

- 1) There is a competitive rate that will max out what the State of Utah allows
- 2) Equipment will be moved at the expense of the company if the Town needs to widen the road or do work where the fiber optic is located.
- 3) A term of 5 years.

Mayor Truett expressed concern over having multiple companies come in and dig up areas multiple times if there are multiple companies. Attorney Morris stated the Town cannot prohibit multiple companies from coming into the Town, but they can mitigate any damage or concerns through a franchise agreement. Mayor Truett really likes the idea of using the existing lines on the poles. TCM Blake Bingham said the process will be fast. Michael stated that they will be there when Rocky Mountain Power decides to bury their lines.

Freedom/Liberty Broadband will bury their lines as Rocky Mountain Power decides to bury their lines.

**Meeting was adjourned at 6:43 p.m.**

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Beckki Endicott, Recorder

DRAFT

**WORK SESSION – March 8, 2021**  
**Town Council – Compass Rose – Hyde 2016 Development Agreement**

Minutes of the Huntsville Town Council Work Session held at Town Hall 7309 East 200 South, Huntsville, Utah at 8:00 PM. The meeting is regarding the Hyde's 2016 Development Agreement and the proposed phase II of the Compass Rose Hotel.

Attending at Town Hall: Mayor Truett, TCM Max Ferre', TCM Richard Sorensen, TCM Blake Bingham, TCM Wendy McKay, Attorney Bill Morris, Lt. Hutchinson, Rex Harris, Beckki Endicott-Recorder, Doug Allen, Angel Truett, Jeff Hyde, Dakota Hyde, Steven Dougherty (Attorney for the Hyde's on the phone)

Mayor Truett opened the meeting by introducing those present to Steven Dougherty on the phone. There have been a lot of opinions expressed to the Town Council over the Hyde's phase II project. At the last Planning Commission Meeting the Hyde's request for an Overlay Zone was withdrawn. Mayor Truett explained the Hyde's withdrew their application due to a Development Agreement made in 2016 that the Hyde's felt was in force.

Mayor Truett had Attorney Morris review the agreement. He has an opinion on that agreement that he is going to share tonight. Mayor Truett also thought it would be a good idea to get an additional opinion from Robert Keller, an attorney for Snow, Christensen & Martineau. The attorneys have been provided with the minutes from the meetings, original CUP application and the 2016 Development Agreement.

Attorney Morris shared a summary of the 2016 Development Agreement with the Hyde's and then read the opinion presented in an email just hours ago to Mayor Truett. He received the email at 5:05 the current day, March 8<sup>th</sup>, from Robert Keller. **(See Attachment #1)** Attorney Morris stated in his opinion the Hyde's proposal for Phase II complies with the 2016 Development Agreement.

TCM Blake Bingham has not seen the 2016 Development Agreement. He would like to see a copy of the agreement so that he can see how the recent proposal can comply. TCM Blake Bingham asked for some additional history and understanding with regards to the agreement.

Rex Harris recounted the history. In 2016, Rex worked on the Planning Commission. The Hyde's had an original agreement that contained mixed use. They withdrew their petition for mixed use because there was a lot of controversy in the Town. The Town entered into the amended agreement. This is the agreement from 2016 that the attorneys have given their opinion on tonight. The agreement supersedes the previous agreement, and outlines the conditions of the allowed uses of the property.

Rex stated earlier this year, he advised the Hyde's to apply for an overlay zone. In his opinion, this was needed because the original Use the Hyde's applied for on the CUP was a hotel with 16 rooms or less. Prior to the CUP coming into existence, the Hyde's withdrew their application to rezone for mixed use in 2016 and desired to use the existing commercial zoning and Use table. The Hyde's submitted the CUP application and highlighted all things on the Conditional Use Table that they would be interested in developing on the property.

One of those things the Hyde's highlighted was a hotel with 16 rooms or less. One of the reasons Rex felt they needed an overlay zone in 2021 was that he felt the CUP only applied to the items highlighted by the Hyde's on the 2016 Conditional Use Table. He now understands that the Hyde's agreement allows them to amend the 2016 CUP to anything that was listed on the 2016 Conditional Use Table and not just the highlighted items. One of the items on the Conditional Use Table is a hotel with 16 or more rooms. This is consistent with the 2016 Development Agreement which is still in force.

A hotel with 16 rooms or more is on the 2016 Conditional Use Table. Attorney Morris agreed that the Hyde's are vested to the 2016 Conditional Use Table in a Village Style Commercial Development. TCM Bingham wanted to confirm that condominiums were not a part of the Allowable Use Table in 2016.

Rex wanted to ask one additional question on point #12 in the 2016 Development Agreement. It states,

*Nothing contained in the DA shall be construed as creating a joint venture, partnership or association between Huntsville Town and Developer. Both parties are separate and independent entities acting on their own behalf. This DA does not create any rights or obligations of any persons or parties other than the Developer and Town.*

Rex wants to know how that plays into the condominium concept. TCM Blake Bingham added on to the question stating that he understands that the Town cannot dictate ownership. The Town can only control "Use." Rex wanted to know if the additional owners the Hyde's partner with, had any part of the agreement with the Town. Attorney Morris replied that other parties could be set up as a Corporation and that would be considered an independent entity. He went on to explain that the third-party clause of the contract means that those that were not party to this agreement can not sue us over the agreement. The additional parties can benefit from the agreement with a lease or some other means, but they are not part of the agreement between the Town and Bonnie & Hyde, Inc.

TCM McKay asked how condos could be allowed currently if they were not allowed in 2016. TCM Bingham responded the Town could not control ownership. Dakota Hyde read a definition of condominiumization which stated that condominiumization is an ownership regime, not a conditional use. Dakota spoke of condominiumization as a way to conduct business and not as a building or structure.

TCM Blake Bingham explained that it is important to think of the Development Agreement, the Conditional Use Application, and the Conditional Use Tables as separate items. It is easy to think of them and refer to them all together. The 2016 Development Agreement binds the Hyde's to using the 2016 Conditional Use Table items. The item of hotel with less than 16 rooms was a conditional Use that they applied for with the CUP. Both Rex and Chairman Allen believe the Hyde's are amending their original use permit, and they should submit a new Conditional Use Permit.

The Town Council discussed requiring the Hyde's filing a new Conditional Use Permit. Attorney Dougherty, Attorney for the Hyde's agreed that filing for a new Conditional Use Permit is an appropriate course of action.

**TCM Richard Sorensen motioned to adjourn. TCM Wendy McKay seconded.**

**Meeting was adjourned at 8:58 p.m.**

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Beckki Endicott, Recorder

DRAFT

**WORK SESSION – March 8, 2021**  
**Town Council – Sage Development Annexation Proposal**

Minutes of the Huntsville Town Council Work Session held at Town Hall 7309 East 200 South, Huntsville, Utah at 7:00 PM. The meeting is regarding the possible annexation petition for Sage Development.

Attending at Town Hall: Mayor Truett, TCM Max Ferre', TCM Richard Sorensen, TCM Blake Bingham, TCM Wendy McKay, Attorney Bill Morris, Lt. Hutchinson, Rex Harris, Doug Allen, Angel Truett, Brandi Hammond, Beckki Endicott-Recorder, Colin Wright

Mayor Truett opened the meeting and introduced Colin Wright with Sage Development.

Colin stated he is from C.W. Land Co. out of Kaysville and Fruit Heights. They do a lot of development in St. George, Park City and Utah County. Colin said that last summer he came up here with his father-in-law and fell in love with the Valley. He grew up waterskiing here. His father-in-law would like to retire here. They found the piece of property across Highway 39 between 100 South and 500 South. They have purchased the property and went to Weber County to work on the development plan. The County suggested they come to Huntsville and present their plan. Colin presented the plan several months ago to the Town Council. Since that time, they have finalized the sale and put together additional details answering some of the questions the Town Council and Planning Commission had for them at the time. He is hoping tonight's presentation will answer some of those questions. **(See Attachment #1)**

The location for the development runs between one of the two busiest corners in the valley, 100 South/Highway 39 and 500 south/Highway 39. Colin showed the Town Council the concept plan with 21, 3.5 acre lots. The trails surrounding the development tie into the County and Town's walking/biking trails. They are proposing a private road that will run north and south through the development.

The development will be an HOA and the developer is proposing the HOA maintain the bridges, hiking trails, road built to city standards, and open space. He stated sometimes HOA's get a bad rap and do fail. He believes all large master communities have HOA's and that is the standard. They charge a reserve fee to the buyers every time a home closes. The fee is 1% of the price of the home. The fee goes straight to a fund for the reserves. Colin states he does this all the time to insure financial viability.

Attorney Morris stated he is concerned about HOA's because he has seen them fail. He would like to request that in the development agreement, there be a clause added that in case the HOA failed, a special services district be added. He asked Colin if he would be opposed to that. Colin replied that adding the special services district is part of the plan. Rex Harris also expressed concern about an HOA. Attorney Morris stated that a special services district would be a tax that the developer would pay on the remaining lots. The property tax the developer would pay would go to manage the services the HOA provided.

Colin Wright addressed the wetlands. He could not finalize any delineation until the Spring, and they started their purchase in the Fall. The developer put together a 300-page report with

Martin-Nicholson and are scheduled to walk the property with them in October. He showed an ariel view of the wetlands. Colin stated there is a spring that is running through the property that used to have a pipe that has been closed. They believe that the wetlands have grown because the water flow has not been corrected. Sage Development is working with the Army Corps of Engineers. The company will comply with any direction the Army Corps of Engineers gives them. Mayor Truett asked what percentage of the development is located in wetlands and Colin reported that 16% of the development is in wetlands status.

Attorney Morris asked about mapping the wetlands on the plats for private property. Colin stated they were planning on recording the wetlands on the plats. Attorney Morris would like this addressed in the development agreement. He stated that many times people are unaware of the wetlands status and what they can and cannot do to those areas. He has seen where private owners have filled their wetlands areas. Attorney Morris suggested using conservation easements over wetlands areas. TCM Wendy McKay volunteered to get information to the Ogden Valley Trust to Colin regarding conservation easements.

Colin pointed to the road drawings in the packet. The road has a 66-foot ROW which Colin stated was city standard. Rex stated that per Huntsville Town Code, the city standard is 66-foot for minor subdivisions, but this is a major subdivision and should be 99-foot ROW. Colin asked if this was on the General Plan Master Plan map. Several Town Council Members wanted to address the Huntsville Code for 99-foot ROW. Rex stated the definition of major and minor subdivisions are in the code. The General Plan would need to be changed to make the ROW's all the same. Colin Wright asked about whether the development agreement could be used to allow for the 66 ROW in their development. Attorney Morris stated Huntsville will have to amend the code to include a private road.

TCM Blake Bingham stated there are many things in the presentation that do not follow the Huntsville Code. Chairman Allen asked about the UDOT study for a round about at 100 South and Highway 39. Colin Wright stated they have an appointment with UDOT to talk about the development and the traffic flow.

Colin went on to discuss the gates on the development. The Planning Commission had previously discussed their concerns with the gates on the development. The Sage Development would still like to keep the gates. TCM Wendy McKay believes the gates are a safety issue, especially since the weekend traffic on 100 South back towards Causey is very heavy. She is worried that many people would want to come and cut through the development.

During the last presentation, questions came from the Town Council and Planning Commission regarding the property taxes. Colin states that the value of these homes will be 1.5 million. The assessed value would be 55%. If all the homes were primary homes the rate would be \$20,000 per year. If all the homes were secondary, the rate would be \$36,000. Rex asked how much the Town received from commercial sales tax. Mayor Truett answered \$98,000. Rex asked what the ratio between property tax per acre and sales tax per acre would be. Mayor Truett did not know. Rex stated that in the General Plan, that land was set aside to be annexed in as commercial property. The General Plan would need to be changed to make

this project consistent. TCM Wendy McKay stated the residents do not want big box commercial projects in Town.

TCM Bingham commented the public may not want the annexation. Chairman Allen stated the development is going to be there whether we annex or not.

Chairman Allen wanted to know why Colin Wright wanted to be in Huntsville Town versus the County. Colin stated when he approached Brandi Hammond with the idea of development, he stated the idea was Townhomes. She discouraged him from doing that because of the community aspect of the Valley. Brandi encouraged 3-acre lots. Colin said that Sage Development does not have a big preference between the Town or the County. He stated they are only trying to be good neighbors. Rex commented the development could be good neighbors whether they are in or out of the County. Rex asked again what the draw to being in Huntsville Town is. Colin stated again they do not have preference. He sees that there are three options.

- 1) They can go back to WC for full utilities
- 2) They could get water from Huntsville Town and the rest of the utilities from WC.
- 3) They could annex into the Town of Huntsville.

Rex asked the same question to Brandi. She said she is a local. She knows that Huntsville is in charge of its own processes and growth. She understands the Valley does not have good representation from the County. She believes the County could approve a big box commercial development for this parcel of land if Colin does not develop this land into residential lots. She would like to see this piece of property be residential lots.

Rex asked what the development would do if they did not get water from Huntsville Town. Colin answered they would provide wells. Rex asked what the likelihood of that was, and Brandi responded they do this all the time. There was another development in Eden that just got the well rights for their development.

Mayor Truett explained to Colin this does put a lot of pressure on the Planning Commission. Attorney Morris will be available to the Planning Commission to help them navigate this petition.

Colin wanted to make a few more points. The development has sufficient secondary water rights and will install a secondary irrigation system. Sage Development would be making a payment of \$10,000 at the time of the planning and then \$10,000 per home for culinary water to Huntsville Town. Mayor Truett pointed out that Huntsville would not be responsible for the road or upkeep with the HOA system in place.

TCM Bingham pointed out there are flag lot issues on the housing layout. TCM McKay stated the lots are bigger than other Huntsville Residential lots and asked what the requirements are for frontage. Attorney Morris suggested there might have to have an amendment to the code to allow for PRUED's which would allow a private road to determine their own frontage. Colin stated he felt that they could do this through a development

agreement. If they changed the ordinance it would allow other developers to do the same in the Town.

Colin stated to execute the Sage Development Plan it is going to take

- 1) Annexation Petition
- 2) General Plan Amendment
- 3) Two code amendments
- 4) Rezone
- 5) Development Agreement.

Attorney Morris explained there is a case that came out of Moab that states all these processes have to take place together. If it does not happen together, it cannot happen.

TCM Bingham asked Colin about the secondary water shares. Colin shared they have 56 shares and there are 80 acres in the development. Colin did not know if the wetlands delineation might play into those figures. He has a letter regarding the water shares that he would share with TCM Bingham.

Mayor Truett asked Rex if he has any more questions for Colin. Rex stated he has a million questions, but they are not necessarily for Colin. They are for the Town. Colin ended the presentation and told those in attendance that he hoped they had enough information to make a good decision. Chairman Allen wanted those in attendance to think about how beautiful the Cardon property is and how it has been transformed over the years. Colin stated the Cardon property gave him a vision of how great the development could be.

Mayor Truett invited Colin to submit an annexation application. TCM Blake Bingham suggested that a packet be developed, and some coordination be done. Colin suggested that everything be done on one night. He stated that Huntsville's code is probably antiquated, and they needed to sit down and figure out what needs to be adjusted.

Attorney Morris stated the development agreement will address the zone. He will need a public hearing for the development agreement, annexation, and rezone all at the same time. There was discussion about how to proceed. Attorney Morris will look for a drafted development agreement with Colin Wright's attorney. The plan is to have the public hearing scheduled for April 22<sup>nd</sup>, 2021, the night of the regular Planning Commission Meeting.

**Meeting was adjourned at 7:55 p.m.**

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Beckki Endicott, Recorder