

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING

Thursday, April 21, 2022, 6:45 p.m.

Ogden Valley Library, 131 South 7400 East, Huntsville, UT

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

Citizens: Bill Wangsgard and Michaelene Wangsgard, Lt. Ryan, PCM Allen Endicott, Sheree Evans/treasurer.

Zoom:

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

2-Pledge of Allegiance led by Bill Wangsgard.

3-Opening Ceremony given by TCM Artie Powell.

4-Public Comments: There were none.

5-Discussion and/or action on subdivision application for Bill & Michaelene Wangsgard. (See Attachment #1) Michaelene gave some background to their application. The Bill Wangsgards currently own two parcels of land. Originally, the two parcels were actually three parcels of land. Michelene rehearsed the history of their lots. Bill's father gave them two parcels of land. They built on one of the lots. The other adjacent lot is an open field. At the time that they acquired the property, they were given a variance to build on the lot. Bill & Michaelene decided to combine the lots to reduce the financial burden of taxes. There is a third parcel that was given to them in an access or driveway. The dirt access is private.

The Wangsgards came before the Planning Commission in 2015 because there was a desire to split their lot back into the two original lots and give one to their children for building. Planning Commission Chairman, Ron Gault, wrote a memorandum in 2015 regarding the status of the lot. The memo was presented to the Town Council. Also in 2015, Rex Harris, town engineer at the time, came to evaluate the access driveway because the Wangsgard's were thinking about dedicating the access to Huntsville Town for a road. The snowplow would come and deposit snow in the driveway. The Wangsgard's talked to the town about plowing all the way to the end of the driveway. They wanted to allow the plow to deposit the snow passed the end of their driveway. It also gave the plow a safe turn around.

The Wangsgards put all their property in a trust. Recently, after consulting with their attorney, the Wangsgards were informed they cannot give the access or dedicate it to Huntsville Town

without going through a legal process. The Wangsgards have come to the Town Council to discuss the memo of 2015 and buildable lot status prior to them subdividing the lot for their family.

Mayor Sorensen gave some recent history regarding the status of private and public roads in Huntsville. The Town Council recognizes that the Wangsgard access is a private road. The Town Code states that for a lot to be buildable, it must be on a dedicated public street.

TCM Anderson invited Ron Gault to speak to the letter of memorandum that was issued in 2015. Ron Gault stated his memorandum was written carefully in 2015. It reflects everything the Planning Commission discussed at the time. The Wangsgards did not come to the PC in 2015 seeking a building permit, just buildable status. Ron Gault wanted to make sure the Wangsgards knew that this buildable status was not guaranteed for the future. TCM Anderson asked Ron Gault if the decision the Planning Commission made in 2015 gave the lot grandfathered status. Ron Gault did not want to extrapolate on the letter of memorandum. The memo of 2015 recognized this as a grandfathered lot, but the Wangsgards would have had to provide a dedicated road.

The access driveway width is 45 feet with a 25 foot right of way on the driveway. The driveway is not wide enough to make it a legal width. TCM Powell asked about the history on 6900 East. He inquired about making a full road going through to the Wangsgard property and conditioning the land south of the Wangsgards with dedication of the road on the development of that property.

Huntsville Town Council members have concerns about granting buildable status to a lot that is on a private road and without frontage on a dedicated Huntsville Town Road. Michaelene asked if it would make a difference with her road was dedicated to the Town. TCM Artie Powell responded that the road was only 45 feet wide. The definition of a Town road is 66 feet. TC Anderson recommended to table this matter for now. This will provide time to research if this situation could be set apart and distinguished from the other situations where there are private roads in the town of Huntsville.

TC Anderson motioned to table this item for now to allow some time for some research of the code to see if something could be done in compliance with the State and Town code.

Bill and Michaelene Wangsgard will investigate how the driveway can be dedicated to the town.

TCM Ahlstrom seconded the motion to table.

TCM Powell asked the Town Council if there is a desire to create a zone where a 45-foot road would be allowed instead of a 66-foot road. TCM Anderson would like to also explore if a half-width could be created to service the Wangsgard's part of the road with a covenant to dedicate the other half at the time of development on the other parcels in the area.

Roll Call Vote. All votes Aye. Motion is tabled. The roll call votes are reflected below.

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

6-Sheriff's Report: Lt. Ryan didn't have any major cases to report on in the valley. The Sheriff's department has received a couple of complaints about the speed racers. So far, they haven't caught the cars violating the laws. He admits that the loud mufflers are annoying up here in the valley, but from a law enforcement perspective, the noise is not a problem.

There are three active cases the Sheriff's department is working on with the flock cameras.

The Sheriff's department is working on getting ready for the summer, getting boats on the lake and training.

7-Discussion and/or action on adoption of Resolution 2022-4-21: Resolution to approve contract with John Janson. (See Attachment #2) Mayor Sorensen explained the Town Council has brought in a professional land planner to help with the commercial development standards. They have liked the suggestions John Janson has made and would like to expand his services to update the Huntsville Town Code, which hasn't been done for about 20 years. Mayor Sorensen read Resolution 2022-4-21. Mayor Sorensen explained the fees would be divided between two fiscal years on the advice from our treasurer. **TCM Ahlstrom motioned to approve Resolution 2022-4-21: Resolution to approve contract with John Janson. TCM Ahlstrom amended the motion to reflect the change in the wording for the last "WHEREAS" to state "The Mayor with the advice and consent of the Town Council." In addition, the motion should be amended to reflect the expenditure of "3,000 for this fiscal year 2022 with the balance in the fiscal year 2023."** TCM Anderson seconded the motion. Roll Call vote. All votes Aye. Motion passed. Votes are reflected below.

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

8-Discussion and/or action on commercial development standards and changes to the Huntsville Town Code. (See Attachment #3) Beckki suggested the Town Council members start thinking about sending the commercial development standards to ordinance form and send to the PC for additional work and public hearing. **TCM Anderson motioned to forward the comments on**

commercial development standards and changes to the Huntsville Town Code to the Planning Commission for further review. TCM Artie Powell seconded the motion.

TCM Ahlstrom stated he did not like imposing additional standards on business owners. He wants them to have the freedom to do what works for their businesses. He likes the concept of changes but does not like to force anyone to comply. TCM Ahlstrom also likes the concept of giving the businesses options in the code. It would be good to keep in mind that these standards apply to all businesses in the C-1 zone and not just the businesses located on the town lots. TCM Anderson recommended sending it to the Planning Commission. This is the type of work that they need to be engaged in.

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

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

9-Discussion and/or action on sending proposed changes to the Planning Commission Ordinance to the Planning Commission. (See Attachment #4) **TCM Anderson motioned to send the proposed changes from the work session on the Planning Commission ordinance to the Planning Commission for further review.** TCM Ahlstrom seconded the motion. Roll Call Vote. All Votes Aye. Motion passed. Votes are reflected below.

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

10-Discussion and/or action on the use of ARPA funds for water plant expenses and culinary water repairs and upgrades. (See Attachment #5) Included in the packet is an email exchange that outlines the water needs at this time. Ron Gault listed some needs of the water committee to maintain the water system. He stated the fire hydrants were tested recently and show insufficient flow. Steve Benjamin is working with the water committee and other employees to identify the source of the problem. It appears there is a PRV valve that is not functioning properly. The hydrants outside of Town have good pressure but the hydrants inside of Town do not have sufficient pressure. Ron has authorized the hiring of an expert to identify and work on the PRV valve identification and repair/replacement. In addition, Huntsville Town has an aging distribution system, a need for multi-media filters and a back up generator. These are costs that could be covered by the ARPA money received by the Town last year and this year.

Mayor Sorensen has been coordinating with David Reed and the Weber Fire Department regarding the pressure for the hydrants.

Sheree Evans, treasurer, stated the Town had received \$38,000 in ARPA funds last year. We are sending \$7500 to the Children's Justice Center. She is anticipating another \$38,000 this year. We will have until 2024 to use these funds.

Mayor Sorensen serves with Ron Gault on the water committee. He supports the use of these funds to maintain the culinary water system for the Town. **Mayor Sorensen motioned apply the ARPA funds to the Huntsville Town culinary water needs and let the water committee direct those funds as needed.** TCM Ahlstrom seconded the motion.

PCM Allen Endicott asked the TC to assign some specific numbers to the motion.

Mayor Sorensen amended his motion to approve up to \$35,000 to replace the multi-media filters for the water treatment plant.

TCM Ahlstrom asked about the cost to fix the PRV valve. Ron Gault stated the PRV valve repair is the first priority, and they are currently working on first identifying the problem, then will work on the repair. TCM Ahlstrom seconded the amended motion.

TCM Powell was reluctant to approve such a high expenditure without a record or estimate. He recommended amending that amended motion to condition the expenditure on receiving documentation of the expenditure and record of what needs to be done.

Mayor Sorensen amended his motion to reflect the concerns of TCM Powell. TCM Ahlstrom seconded that amended motion.

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

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

11-Mayor Sorensen Report – trees: Mayor Sorensen reported the Town has lost a lot of trees at the park due to a beetle. Kenton Peterson has taken the trees down. It has been a large expense and town officials are hoping not to lose all the trees in the park. They are working on a plan to replace the trees.

12-Mayor Sorensen Report – Jenkins house fire: Mayor Sorensen was able to present Dave Jenkins with a check for \$14,000. The money was raised through a Town Go-Fund Me account and other donation accounts.

13-Mayor Sorensen Report – Forest Service Meeting: Mayor Sorensen and Beckki met with Utah Recreation and Sean Harwood from the Forest Service for planning in the coming year.

14-Mayor Sorensen Report – All West Construction Meeting: Mayor Sorensen met with All West's team along with TCM Anderson, Beckki, Jared Anderson/Town Engineer, and Gary Probasco about the restart of the fiber optic installation process in Town. He reported All West is going to be better about communicating with all parties. All West is planning to be done with construction by July 4th.

15-TCM Ahlstrom Report – History Library: The Town historians would like to be included in the design discussions for the new Town Hall. Mayor Sorensen reported that the Town Engineer is currently working on the RFP for the project.

16-TCM Artie Powell- the Town clean up: The Town clean-up is coming up in the next couple of weeks. The local bishops are announcing the events to their congregations. TCM Powell would like to see the efforts concentrating on Huntsville Park.

17-TCM Artie Powell – 4th of July: TCM Artie Powell has developed a spreadsheet of activities for the 4th. He is starting to make some assignments for the event. He proposed a work session to further discuss the event in detail.

18-Public Comment: Ron Gault was asked to relay some information given to him by Sandy Hunter from the Gem Committee. The Gem Committee in the Valley discussed the approval of 60 additional homes going into the community above Radford Hills. This community is on the west side of the lake. There was also approval of an expansion of Wolf Creek. This will add hundreds of units to that facility.

TCM Powell was informed the land south of Town, formerly referred to as the Randy Day property, has been sold. He has been told that the new owner does not want the land to be developed. It would be good to get some confirmation of this. TCM Powell suggested that as the new Annexation Plan is developed, that revenue sharing with the areas along the highway be considered as an option in lieu of annexation. TCM Anderson agrees with these thoughts but wants to move forward in amending the annexation plan.


Ron Gault wrote the previous Annexation Plan in 2013 and since he is working a revision of the General Plan, he will consider the area of the Annexation Plan.

Sheree Evans, treasurer, reminded the TC that there is money to purchase water shares. Beckki is trying to put a meeting/workshop together to educate the TC and the public about culinary water prior to approving a purchase for a large amount of water shares.

19-Approval of the Bills, March 2022. **TCM Ahlstrom motioned to approve the bills for March 2021.** TCM Powell seconded the motion. All votes Aye. Motion passed.

19-Adjournment of Meeting: **TCM Anderson** motioned to adjourn the meeting. TCM Bruce Ahlstrom seconded the motion. All votes Aye. Motion passes.

Meeting is adjourned at 8:45 p.m.


Beckki Endicott, Town Clerk

0325

Huntsville Town

Subdivision Application

Applicant Name: William & Michaeline Wangsgard
Applicant Mailing Address: [REDACTED], Huntsville, UT 84317
Email: [REDACTED] Phone: [REDACTED]
Brief Description of Proposed Subdivision: Our Parcel #20-010-0041 was originally Parcel #20-010-0031 (41,382 SQ.FT.) and Parcel #20-010-0040 (38,333 SQ.FT.). A few years ago, due to the cost of property tax, we turned those two parcels into one with the intention of separating them again so one of our children could build a home on Parcel #20-010-0040.
Applicant Signature: Michaeline Wangsgard Date: _____

Parcel Owner's Permission for Subdivision Application

The undersigned authorize this application for subdivision:

Parcel Number(s): #20-010-0041
Parcel(s) Owner Name: William & Michaeline Wangsgard
Parcel(s) Owner Mailing Address: [REDACTED], [REDACTED], UT 84317
Email: [REDACTED] Phone: [REDACTED]
Parcel Owner Signature: Michaeline Wangsgard Date: _____
Title (Authorized Agent): _____

The undersigned authorize this application for subdivision:

Parcel Number(s): _____
Parcel(s) Owner Name: _____
Parcel(s) Owner Mailing Address: _____
Email: _____ Phone: _____
Parcel Owner Signature: _____ Date: _____
Title (Authorized Agent): _____

(For Additional Parcel Owners Use Attached Sheet)

For Town Use:

Application Date: 3/24/2022 Fees Paid: _____

Beckki Endicott, Town Clerk

Huntsville Town Planning Commission – Subdivision Preliminary Plan

- | | |
|--|---|
| <input checked="" type="checkbox"/> Recommended for Approval | <input type="checkbox"/> Recommended for Conditional Approval |
| <input type="checkbox"/> Recommended for Rejection | <input type="checkbox"/> Deferred |

Chair Signature: [Signature] Date: 3/24/22

Notes/Conditions: None

Huntsville Town Council – Subdivision Preliminary Plan

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

Mayor Signature: _____ Date: _____

Notes/Conditions: _____

ATTEST:

Beckki Endicott, Town Recorder

Date: _____

Huntsville Town Planning Commission – Final Plat

- | | |
|--|---|
| <input type="checkbox"/> Recommended for Approval | <input type="checkbox"/> Recommended for Conditional Approval |
| <input type="checkbox"/> Recommended for Rejection | <input type="checkbox"/> Deferred |

Chair Signature: _____ Date: _____

Notes/Conditions: _____

Huntsville Town Council – Final Plat

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

Mayor Signature: _____ Date: _____

Notes/Conditions: _____

ATTEST:

Beckki Endicott, Town Recorder

Date: _____

Huntsville Town Engineer – Final Plat & Final Improvement Plan

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

Town Engineer Signature: _____ Date: _____

Notes/Conditions: _____

Submission Requirements & Process:

- ☐ Completed & Signed Application Form
- ☐ Payment of Application Fee to Huntsville Town
- ☐ **Subdivision Preliminary Plan** requirements (see Titles 15.25.1 for all requirements):
 - Submit eight (8) copies of the Subdivision Preliminary Plan that includes the following:
 - Drawn to a scale no smaller than 100 feet to an inch.
 - The proposed named of the subdivision.
 - Sufficient information to accurately locate the proposed subdivision, including section corner ties.
 - The name(s) and address(es) of the subdivider, the licensed engineer (if required), and licensed land surveyor.
 - Land ownership of adjacent parcels to the proposed subdivision.
 - The boundary lines of the existing parcel(s) with bearings and distances.
 - The location of existing streets, water courses, irrigation ditches and structures, exceptional topography, easements and buildings within or immediately adjacent to the parcels being subdivided.
 - Existing and proposed septic systems, storm drains, water supply mains, water wells, land drains, and culverts within the parcel and immediately adjacent thereto.
 - North-pointing arrow, scale, and date of drawing creation.
 - A written Statement of Feasibility from the Weber County Health Department or Utah Division of Water Quality which states recommendations regarding sanitary sewage disposal.
 - The Subdivision Application and Subdivision Preliminary Plan must be reviewed by the Huntsville Planning Commission and approved by the Huntsville Town Council.
 - Approval the Subdivision Preliminary Plan by the Huntsville Town Council is valid for eighteen (18) months from the date of approval.
- ☐ **Final Plat** requirements (see Titles 15.25.1.8 for all requirements):
 - Submit four (4) copies of the Final Plat that includes all requirements outlined in Title 15.25.1.8.
 - A Letter of Certification by the subdivider's registered Land Surveyor, indicating that all lots meet the requirements of the Huntsville Town Land Use regulations.
 - The Final Plat must be recorded within eighteen (18) months from the date of approval of the Subdivision Preliminary Plan by the Town Council otherwise the subdivision application is considered void. A Subdivision Application that is considered void will require a new application with the accompanying appropriate fees.
- ☐ **Final Improvement Plan** requirements (see Titles 15.25.1.9 for all requirements):
 - Submit a complete set of Final Improvement Plans to the Huntsville Town Engineer stamped by a Utah Licensed Professional Engineer that includes all requirements outlined in Title 15.25.1.9.
 - Provide copies of utility contracts with applicable companies such as electric, gas, and telephone services.

ADDITIONAL PARCEL OWNERS

Parcel Owner's Permission for Subdivision Application

The undersigned authorize this application for subdivision:

Parcel Number(s): _____

Parcel(s) Owner Name: _____

Parcel(s) Owner Mailing Address: _____

Email: _____ Phone: _____

Parcel Owner Signature: _____ Date: _____

Title (Authorized Agent): _____

The undersigned authorize this application for subdivision:

Parcel Number(s): _____

Parcel(s) Owner Name: _____

Parcel(s) Owner Mailing Address: _____

Email: _____ Phone: _____

Parcel Owner Signature: _____ Date: _____

Title (Authorized Agent): _____

The undersigned authorize this application for subdivision:

Parcel Number(s): _____

Parcel(s) Owner Name: _____

Parcel(s) Owner Mailing Address: _____

Email: _____ Phone: _____

Parcel Owner Signature: _____ Date: _____

Title (Authorized Agent): _____

The undersigned authorize this application for subdivision:

Parcel Number(s): _____

Parcel(s) Owner Name: _____

Parcel(s) Owner Mailing Address: _____

Email: _____ Phone: _____

Parcel Owner Signature: _____ Date: _____

Title (Authorized Agent): _____

5

OK

**MINUTES OF THE HUNTSVILLE TOWN
PLANNING COMMISSION MEETING -**

MEETING DATE: July 30th, 2015
PLACE: Huntsville Town Hall, 7309 E. 200 S.
TIME: 7:00 P.M.

Commissioners:	Ron Gault Karen Klein	Sandy Hunter Brent Ahlstrom	
Admin. Staff:	Gail Ahlstrom	Mike Engstrom	
Excused:	Bill White	Rex Harris	
Citizens:	Bill Wangsgard Jeff Holt	Michaeline Wangsgard	Larel Parkinson

Ron Gault called the meeting to order there is a quorum present.

Discussion on Jeff Holt's request for a Land Use Permit and Lot Line Adjustment:

(See Attachments #1) Jeff Holt passed out a packet to the Commissioners. Jeff stated that he made this presentation at the last PC meeting, but didn't get the Land Use Permit that he needs. The plat is at the County Surveyor for the redline review. This plat shows all the up to date changes. The shed will be built along the west property line about $\frac{3}{4}$ of the way back along the length of the lot. This will be a temporary shed; it will be a steel building. It is basically a 30' X 40' garage to store their stuff in while they build their new home. Brent asked where the new home will be, Jeff replied that they haven't finalized that yet. The lot is 135' wide by 322' long. Ron asked about the dotted blue lines. Jeff stated that this is the dedicated turn around circle. Jeff is going to dedicate the rest of the road, to the end of the Wangsgard's property. The turn circle will need to be moved into the Lot 3, so he can access his lot. The turn circle has road base on it already. It's bigger than other turn arounds in Town. The Fire Code is a 50' radius or a 100' circle. Sandy clarified that the shed will be set off the property line 10 feet. Jeff replied yes. Sandy asked about the red lines. Jeff remarked that the original survey lines were all messed up and when the entire neighborhood was resurvey, they ended up changing the lot lines on some of the properties. By then, the Mau's barn had already been built across the line. Marilyn Keyes had to deed them a small wedge of property. When Jeff purchased the property he combined it all into one piece. The other property owner didn't combine theirs and when the property went into receivership Jeff was able to purchase the excess property. Later, Jeff had a discussion with Wells Fargo and exchanged property on the north for property on the east, moving the property lines from the red line to the blue line, creating a larger width for Jeff. Brent asked about Lot 3. It is .95 acres. Jeff is here tonight to ask for a Land Use Permit for the shed.

Ron made a motion to approve the Land Use Permit, with the stipulation that it is based upon W.C.'s approval of Ticklehook's Subdivision 2nd amendment. Brent seconded. All votes aye. Motion passed.

Vote:	Ron Gault	<u>Yea</u>	Karen Klein	<u>Yea</u>	Sandy Hunter	<u>Yea</u>
	Bill White	<u>Excused</u>	Rex Harris	<u>Excused</u>	Brent Ahlstrom	<u>Yea</u>

Discussion on storage container on Zeleznik property: (Approx. 200 N. 6750 E.) (See Attachment #2) Ron informed the Commissioner's that Nathan Zeleznick called him and want to put a storage container on his lot. This would be considered an accessory building and there are some conditions in the ordinances. Ron told him the structure would need to meet setback requirements. He is not at the meeting tonight. Gail stated that there is a barn built in the alley on that block. The Zeleznik's will need to be careful where they place the container. Ron's concern is that he doesn't want to see a permanent structure built there without them going through the proper procedures. Ron stressed that he did not tell them they could build a permanent structure, or that anything the Zeleznik's wanted to do was approved, only that there were setback requirements.

from PC minutes 7/30/15
Review of Bill Wangsgard's request to re-plat his property: (Approx. 400 N. 6800 E.)

(See Attachment #3) Ron reported that Bill Wangsgard came over to his home this past week. His son would like to build a home in the future. Bill said this property was his father's and he sold two acres to Bill and the other two acres to his sister Barbara Cox. Back then, at that end of Town, that property was the only parcel that had been annexed into Town. When they raised the lake in 1958 they took 100 feet of the Wangsgard property behind their home. So, there wasn't really room to have four building lots and a road. Bill spoke with the TC and PC back then, and was told that as long as there was a permanent access with a deeded 25' right of way, for a driveway, and utilities they could build their home. Bill said that was no problem, the width of the current right of way is 45'. So that's what Bill did at that time. They have been hoping that at least one of their kids would want to build on the other lot. In 2008, Bill consolidated the two lots into one lot to ease the cost of property taxes. Now, one of their sons is interested in building a home here. The west lot is .88 and the east lot is .95 acres. Bill just wanting to discuss this with the PC so any issues can be addressed. Ron had suggested that Bill extend the right of way to the east end of the Wangsgard's property so it could connect with 6900 E. Bill stated he didn't think that would be an issue. Ron said the issue is that the current R-1 zoning says you need 130 feet of street frontage. This right of way is not a street, it is a private road, but it is use by three residences. The Wangsgard's will need to subdivide the property again. Gail asked if their garage was on the west property line. Bill replied no, their lot is 191 feet wide and is 1.83 acres.

The utilities are in the right of way. Bill said the secondary water line comes down the opposite side of the driveway. Ron asked when the agreements were made with the Town. Bill replied that in 1991 a variance was given for the Wangsgard's to build their home. Ron asked Bill to summarize again what the gist of the agreement was. Bill explained that the Forest Service took so much of their property that the Town allowed them to have a 45' wide driveway, the utilities run down the right of way. They made sure their lot complied with the ordinances. Michaeline stated that between their house and the garage, there is an asphalted driveway for fire, snow, and ambulance trucks to turn around on. Gail asked if the Town plows this road. Michaeline replied that they do sometimes; they use their driveway to turn around.

Brent asked who owns the easement property. Bill said he does. When Preston Cox built his home, he had to provide a written statement from the Wangsgard stated that they could have perpetual access to the right of way to their property. This document will stay with the Cox's property. Ron commented that this could be considered a flag lot since the pavement ends and there is no road. The Town has disallowed flag lots in the past. But precedence was set some time ago, and permission was given for access to these properties. There is no street frontage for any of the four lots. Karen said they will need to deed part of the right of way to their son, like they did for the Cox's. Karen asked if there were two lots there when they built their home. Bill replied yes. Karen remarked that if you can combine two lots you should be able to subdivide them. Sandy said the difference she sees is if someone comes in with two lots and its private property and they want access to it. That's like brand new and they would have to deed the road over to the Town and put in a road. This situation is that the right of way was already there and it is on the County maps that way. Ron asked if the Commissioners thought it would be cleaner if the Town asked the Wangsgard's to deed the right of way over to the Town and make it a Town road. Sandy replied yes. Michaeline asked where the road will go. It is a dead end. The Town would have to claim part of Jack Cox's and Preston Cox's land to make the road wide enough. Sandy stated that they would also have to deed enough space for a turn around.

Ron thought the right of way could be considered an alley. Alleys could be 33 feet wide; the ordinance allows you to use an alley as frontage, however, the Town isn't encouraging this. There are some people in town using an alley for their driveway. Bill asked if they can just leave the right of way as it is. Brent stated that deeding over the 33' would meet the ordinance. Sandy said, without doing that the Wangsgard's will have to seek a variance. Sandy asked why they wouldn't want to deed it over to the Town as an alley. Michaeline commented that she is concerned about turning the 33' over to the Town; because once the Town owns the right of way they can turn it into a road. No one knows what will happen to it if the Town takes ownership. Karen asked if there is something in the ordinances that state only so many homes can be on a private road. Ron replied no. The ordinance says frontage has to be on a street or an alley. The key issue here is that this was allowed at some point, so it would make this situation grandfathered. If this was one piece of land and the owners came in today, the PC would have to tell them it doesn't meet the ordinances. Bill was able to get a building permit at one time, and the excess property was considered a separate lot, plus there is a deeded right of way. Precedence was set and it was approved. The PC could approve the residential lot based on the designated right of way to access the lot. Michaeline questioned what if their son doesn't build for another 10 years? Ron said it would be best to get this subdivision approved now because they know what they are dealing with. Ten years from now there will be a new Town Council and a new Planning Commission. The PC can record that they have reviewed this property and agree that it is a buildable lot. Gail stated that a new commission is not bound by a past commission's decision. She asked if a Memorandum of Understanding would be more binding. Ron remarked that it probably would be but the PC has never done one before. **Ron made a motion that the PC has reviewed the plat map for Bill Wangsgard's property and that the PC agrees that the proposed subdivision would allow for a new buildable lot on his property, based on the fact that it had been considered a buildable lot in the past.** Brent seconded. All votes aye. Motion passed.

<i>Vote:</i>	Ron Gault	<u>Yea</u>	Karen Klein	<u>Yea</u>	Sandy Hunter	<u>Yea</u>
	Bill White	<u>Excused</u>	Rex Harris	<u>Excused</u>	Brent Ahlstrom	<u>Yea</u>

Ron made a motion that he will prepare a letter outlining the conditions previously discussed for the Wangsgard's records. Sandy seconded. All votes aye. Motion passed.

Vote:	Ron Gault	<u>Yea</u>	Karen Klein	<u>Yea</u>	Sandy Hunter	<u>Yea</u>
	Bill White	<u>Excused</u>	Rex Harris	<u>Excused</u>	Brent Ahlstrom	<u>Yea</u>

Review of Larel Parkinson's request to re-plat his property: (Approx. 200 N. 6677 E.)

(See Attachment #4) Larel said when they originally subdivided his property years ago, the original subdivision of his property was two lots, there was a one acre lot on the East side, and then all the rest of the property was another lot. When Larel built his house he switched the subdivision so that his home was on a one acre lot on the West side of the property. Larel would like to flip the subdivision back to its original location with the one acre lot in the East corner and his home will be on the remaining property. Larel said he spoke with Jack Cox back in 2002 and Jack signed the Mylar Larel had prepared. Larel didn't follow through with this subdivision at that time. Larel would like to make that switch now and asked the PC for their approval. Ron stated that there is no ordinance that would prevent Larel from re-platting his property as long as the subdivision meets the Town setback requirements. The existing home needs to be on a conforming lot. Gail said the biggest question as far as paperwork goes is to check with the County surveyors to make sure the Mylar would still be valid, the date on it is 1997, and it has Jack Cox's signature. Larel will contact the County to make sure they will accept the Mylar. Gail recommended that Ron fill out a Lot Line Adjustment form for Larel to take to the County as well.

Review of draft Noise Ordinance: (See Attachment #5)

The Commissioners reviewed the proposed Noise Ordinance and suggested minor changes to the verbiage. Ron will make the changes and format the draft ordinance to match all the other ordinances. **Ron made a motion to submit the revised Noise Ordinance to the Town Council for their review.** Karen seconded. All votes aye. Motion passed.

Vote:	Ron Gault	<u>Yea</u>	Karen Klein	<u>Yea</u>	Sandy Hunter	<u>Yea</u>
	Bill White	<u>Excused</u>	Rex Harris	<u>Excused</u>	Brent Ahlstrom	<u>Yea</u>

Review of Kerry Wangsgard's annexation request: (Hwy 39 and 700 S.) (See Attachment #6)

Ron reported that he contracted Kerry Wangsgard's about annexation of his property along Hwy 39. Kerry said he is interested and wants to add another row of storage units on his property. Ron told Kerry that the process is that he needs to annex his property first. Then Kerry would need to apply for a building permit in order to do that. Currently the Town's zoning doesn't allow for storage sheds. If the Council decided to annex his property the storage sheds he already has would be grandfathered. If Kerry wants to add more he would have to ask for a variance. Karen said she agrees with Bill white in that there would be no advantage to annexing this property. Ron hasn't heard back from Kerry since he shared this information with him. Gail said if his reason for requesting is a financial one, his request will be turned down; you can't get a variance for financial reasons. The County is forcing Kerry to add a privacy wall if another row of storage units is added. Sandy said she would be ok with the annexation but not with the addition of new storage units. Ron asked if the Town would allow other uses on property outside of Town that we wouldn't allow inside of Town. If the Town annexes property, this will need to be addressed in the future.

Sandy suggested zoning what the Town has right now as historical and this would have its own restrictions, and the outer rings of potential annexed property would have different zones and requirements.

Review FEMA Flood Damage Prevention Ordinance:

This item was tabled.

Approval of minutes for PC meeting held June 25th, 2015:

Karen made a motion to approve the minutes for the PC meeting held June 25th, 2015, as prepared. Sandy seconded. All votes aye. Motion passed. Minutes were approved.

Karen made a motion to adjourn. Sandy seconded. All votes aye.

Meeting adjourned at 8:50 P.M.

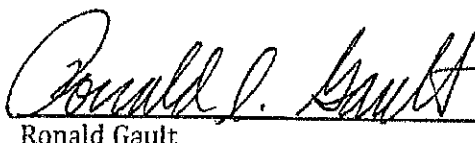
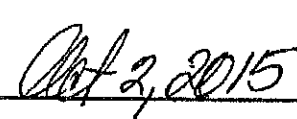
Gail Ahlstrom, Clerk/Recorder

Ron Gault, Chairman

Memorandum for the Record

1. On July 30, 2015 the Huntsville Planning Commission reviewed the plats of their property with William and Michaeline Wangsgard (parcels 200100022 and 200100041).
2. William Wangsgard explained that in the pre-1970's his father Harold W. Wangsgard annexed approximately 4 acres located at the end of 6800 East into Huntsville Town. At that time, the portion of 6800 East ending at the property was a county road, there being country properties between the Wangsgard property and the Town boundaries. So the annexed property was an island, with Weber County property between the property and the Town boundaries belonging to the Harold W. Wangsgard ETAL Trust.
3. In the 1970's Jack and Barbara Cox (William's sister) built a house on the western-most quarter of the property, obtaining permission from Harold Wangsgard and the Town to access their house via 6800 East and crossing Harold's property. Jack and Barbara's house is now recorded as parcel 20-010-0043.
4. In the 1991 time frame, the 4 acres of property was divided into four lots, roughly equal in size, with the third from the west lot containing a 45-foot wide by 389-foot long rectangular piece along the southern portion of the three western-most lots (recorded as parcel 20-010-0022). Also in the 1991 time frame Bill and Michaeline Wangsgard obtained a building permit from the Town and built their house on the eastern-most lot (parcel 20-010-0031).
5. Later the Wangsgards acquired the third from the west lot, and a new parcel number was assigned to the main portion of the lot (20-010-0040) with the rectangular piece continuing with the same parcel number (20-010-0022). This parcel has served as a driveway and contains a 25-foot right-of-way (ROW) granted and recorded by the Wangsgards.
6. Also in the intervening years, the property between these four parcels and the Town boundary was annexed into Town and 6800 East was paved up to the SW corner of the properties. The Town's obligation for snow removal only extends to the end of 6800 East, but the Wangsgard's have allowed the snowplow to use the ROW and their driveway to turn around.
7. Preston Cox purchased parcel 20-010-0042 and built a house on the property in approximately 2010.

8. In 2008 the Wangsgard's platted the two properties (20-010-0031 and 20-010-0040) into one parcel for tax purposes. It received a new parcel number (20-010-0041).
9. The Wangsgard's are now contemplating re-dividing parcel 20-010-0041 into two Town compliant-sized lots (minimum .75 acre and 130 foot frontage) and selling the western most parcel for the building of a home.
10. The Planning Commission reviewed the above information with the Wangsgard's at their regularly schedule September 24, 2015 meeting and while they are not applying for a building permit at this time on the vacant lot that would exist after the boundary change, it was the consensus of the Planning Commission that a building permit would be acceptable since the re-platted lot was originally platted and allocated as a buildable lot. The Commission did point out to the Wangsgard's that this is a grandfathering recommendation under the current ordinances, and if these properties were being annexed into Town today, they would have to provide a Town road with road frontage on each lot.

Ronald Gault

Chairman, Huntsville Town Planning Commission

N 2°10' W 366.0'

S 2°10' E 321'

JOHN A COX JR
& WF BARBARA

200100030

1.91 AC± TU 35

260'

VILLE

20.7'

N 2°10' W 321'

WILLIAM H WANGSGARD

& wf MICHALINE A

200100040

38,333 SQ FT

239.26' TU 35

130.74'

SOUTH 284.26'

TU WILLIAM H

35 WANGSGARD

& MICHAELINE

200100031

41,382 SQ. FT.

146.78'

*This plat shows Barbara's
2 parcels now as one
#20-010-0030*

200100041

*32,670 sq ft
in 3/4 acre*

*This plat shows Bile.
received parcel #20100022
from barrel that included
the driveway. He divided
the driveway from a building
lot which received a new
parcel #20 010-0040*

25' R.O.W.

WILLIAM H WANGSGARD & wf MICHALINE A

200100022

17,424 SQ FT

389.04'

TU 35

RESOLUTION 2022-4-21

A RESOLUTION OF HUNTSVILLE TOWN, UTAH, TO ENTER INTO AN AGREEMENT WITH JOHN M. JANSON FOR LAND USE AND PLANNING WORK IN HUNTSVILLE TOWN

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

WHEREAS, the Town Council is the municipal legislative body;

WHEREAS, the Town is in need of a Land Planner to advise the Town Council on commercial development standards;

WHEREAS, the Town is in need of a Land Planner to update sections of the Land Use Code;

With advice and consent of the Town Council
WHEREAS, the mayor has entered an Agreement with John M. Janson for Land Use Planning and the Town Council desires to ratify that Agreement;

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

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

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

PASSED and ADOPTED on this 21st day of April, 2022.

Richard L. Sorensen, Huntsville Town Mayor

ATTEST:

Beckki Endicott, Huntsville Town Clerk

Votes	Ayes	Nays	Excused	Recused
Mayor Richard L. Sorenson				
CM Bruce Ahlstrom				
CM Kevin Anderson				
CM Sandy Hunter				
CM Artie Powell				

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

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

Huntsville Town Clerk

DATE: _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is effective May 6, 2022, by and between **HUNTSVILLE TOWN**, and **JOHN M. JANSON**, who is for the purposes of this agreement considered the “Independent Contractor”.

RECITALS:

- A. Huntsville is in need of consultant planning services.
- B. Independent Contractor has experience in providing planning services as a consultant.
- C. Huntsville desires to enter into a service contract with the Independent Contractor for such services.
- D. The parties have determined that it is mutually advantageous to enter into this services contract (“**Agreement**”).

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, mutual covenants, and undertakings, the parties hereby agree as follows:

1. **Employment of Independent Contractor.** Huntsville agrees to engage the Independent Contractor, and the Independent Contractor agrees to furnish all services and materials necessary or desirable to provide Huntsville with the following planning services, including but not limited to, (1) Complete an update to the Town’s Zoning Ordinance, generally as provided in exhibit A (2) Provide educational presentation (s) concerning the State Law, processing options for the Planning Commission and the Town Council, if requested (3) attend Huntsville Planning Commission and Town Council meetings, virtually or in person, as needed and; (4) as requested by the Town from time-to-time provide other planning related services. (All such services are collectively referred to herein as the “**Services**”). In the event of conflicts and/or inconsistencies within or among, this Agreement, and applicable statute, rules, regulations, or standards, the Independent Contractor shall (1) provide the better quantity or greater quality or (2) comply with more stringent requirements or standards, either or both, in accordance with Huntsville’s reasonable interpretation.

2. **Fees for Services.** Huntsville shall pay the Independent Contractors according to the attached exhibit A. Billings shall occur monthly and provide an hourly accounting of the work performed. The hourly fee is \$100 and the total project cost shall not exceed \$12,000, unless additional work is agreed to in writing by all parties. Each month the Independent Contractor shall provide Huntsville with a detailed hourly invoice. Provided the invoice is in a form acceptable to Huntsville and the Services have been performed to the satisfaction of Huntsville then Huntsville shall pay such amount within a reasonable time of receipt of the invoice.

3. **Expenses and Costs.** The Fee includes all expenses, taxes, and costs related to

the performance of the Services, except if a mutually acceptable virtual meeting platform needs to be purchased such as Zoom, printing costs (if needed) and meeting minutes, which shall be a Town responsibility.

4. **Services Performed in a Professional, Reasonable Manner.** The Services shall be provided by the Independent Contractor in a professional manner in compliance with all applicable laws, ordinances, rules, regulations, and applicable standards of performance, including, but not limited to, the system requirements for contractors of Utah Code Ann. § 63G-12-101, *et seq.* Subject to the foregoing, the exact nature of how the Services are to be performed and other matters incidental to providing the Services shall remain with the Independent Contractor.

5. **Public Information.** The Independent Contractor understands and agrees that this Agreement and related invoices, etc., will be public documents, as provided in Utah Code Ann. § 63G-2-101, *et seq.*

6. **Confidentiality.** Independent Contractor agrees (1) to hold any confidential information in strict confidence; (2) not to disclose confidential information to any third-party, except upon Huntsville's prior written consent; and (3) to use reasonable precautions and processes to prevent unauthorized access, use, or disclosure of Huntsville confidential information; provided, however, that Independent Contractor may disclose confidential information if and only to the extent required to do so by applicable law (in which case, Independent Contractor shall advise Huntsville as soon as practicable and prior to disclosure, if practical, and cooperate and assist Huntsville at Huntsville's cost and expense, if Huntsville seeks a protective order or other relief from such disclosure requirements). As used in this Agreement, confidential information means all information material that constitutes a private, controlled, or protected record or document, or is exempt from disclosure as referenced in Utah Code Ann. § 63G-2-101, *et seq.* Independent Contractor also agrees to obligate their employees (if any) to the same obligations imposed on the Independent Contractor as provided in this section.

7. **Equipment and Facilities.** For purposes of performing the Services, the Independent Contractor shall furnish and supply at its sole cost all necessary labor, supervision, equipment, tools, and supplies necessary and incident to performing the Services, except for, projection systems, virtual meeting platforms, printing, and advertising costs.

8. **Indemnity.** The Independent Contractor shall defend, protect, indemnify, save, and hold harmless Huntsville, including its elected and appointed officials, employees, agents, and contractors from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or in equity, including reasonable attorneys' fees and costs of suits, relating to or arising from the Independent Contractor providing the Services to Huntsville. Nothing herein shall be construed to require the Independent Contractor to indemnify Huntsville against Huntsville's own negligence.

9. **Term.** This Agreement shall be effective as of the date hereof and unless terminated earlier shall terminate on June 30, 2023 provided, however, upon the consent of the parties hereto and subject to the right to terminate as provided herein, this Agreement may be

renewed for successive one (1) year term.

10. **Assignment and Delegation.** Independent Contractor will not assign or delegate the performance of its duties under this Agreement without the prior written approval of Huntsville.

11. **Employment Status.**

a. **Official Status.** Although not anticipated, the Independent Contractor shall have complete control and discretion over all personnel providing Services hereunder. All such personnel shall be and remain employees of the Independent Contractor and shall be considered to be independent contractors. Independent Contractors have no authority, expressed or implied, to bind Huntsville to any agreement, settlements, or liability whatsoever.

b. **Salary and Wages.** Huntsville shall not have any obligation or liability for the payment of any salary or other compensation to personnel providing sub-contracted Services hereunder.

c. **Employment Benefits.** All personnel providing Services shall have no right to any Huntsville pension, civil service, or any other Huntsville benefits pursuant to this Agreement or otherwise.

12. **Termination.** Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party.

13. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below:

Huntsville:	Mayor, Richard Sorensen
with a copy to:	Town Clerk, Beckki Endicott
Independent Contractor:	John M. Janson

14. **Claims and Disputes.** Claims, disputes, and other issues between the parties arising out of or related to this Agreement shall be decided by litigation in the Second Judicial District Court in and for Weber County, Utah. Unless terminated pursuant to provisions hereof or otherwise agreed in writing, the Independent Contractor shall continue to perform the Services during any such litigation and Huntsville shall continue to make payments to Independent Contractor in accordance with the terms of this Agreement.

15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

16. **Product of Services Patents, Copyrights, Etc.** The results of Services shall constitute "work made for hire" for Huntsville. Huntsville shall be considered the author of such work for all purposes and the exclusive owner of all rights comprised in the copyright of such work and shall have the right to exploit any or all of the foregoing in any and all media, now known or later devised. If the results of any Services are not determined to be "work made for hire," or if Huntsville is not considered the owner of all such rights, the Independent Contractor hereby assigns to Huntsville without reservation, all right, title, and interest (including, but not limited to, the copyright and any extension or renewal thereof) in and to all ordinance related work and other expressions created by the Independent Contractor pursuant to this Agreement. Huntsville, in return, hereby grants to the Independent Contractor a nonexclusive license to reproduce said ordinance work created by the Independent Contractor for marketing and future use. No other copyrights are included in this grant of nonexclusive license to the Independent Contractor. The Independent Contractor shall, upon request, execute, acknowledge, and deliver to Huntsville such additional documents as the Independent Contractor may deem necessary or advisable to evidence and effectuate the assignment and Huntsville's rights under this Agreement. The Independent Contractor will indemnify and hold Huntsville, its officers, agents, and employees harmless from liability of any kind or nature, including the Independent Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the Services.

17. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts hereof.

18. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plurals and vice versa.

19. **Applicable Law.** The provisions hereof shall be governed by and construed in accordance with the laws of the State of Utah.

20. **Entire Agreement and Modification of Agreement.** This Agreement and exhibit attached hereto constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by the parties.

21. **Force Majeure.** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control.

22. **Time.** Time is the essence hereof.

23. **Survival.** All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

24. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

25. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

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

27. **Exhibits and Recitals.** The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

28. **Injunctive Relief.** Notwithstanding anything to the contrary in this Agreement, the Independent Contractor acknowledges that the unauthorized use or disclosure of confidential information would cause irreparable harm to Huntsville. Accordingly, the Independent Contractor agrees that Huntsville will have the right to obtain an immediate injunction against any breach or threatened breach of section 6 of this Agreement, as well as the right to pursue any and all other rights or remedies available at law or in equity for such breach.

29. **Conflicts of Interest.** The Independent Contractor represents and certifies that it has not offered or given any gift or compensation prohibited by law to any officer or employee of Huntsville to secure favorable treatment with respect to being awarded this Agreement.

IN WITNESS WHEREOF, Huntsville caused this Agreement to be signed by its' Mayor and attested by its Town Clerk and delivered, and the Independent Contractor has caused the same to be signed and delivered.

HUNTSVILLE

By: _____
Richard Sorensen, Mayor

Date _____

ATTEST

Beckki Endicott, Town Clerk

APPROVED AS TO FORM

John M. Janson

Date _____

Exhibit A

1. Review your existing code and subdivision ordinance and provide comments on State Law conflicts, potential policy issues, and editing. This provides a critical review of your Code.
2. Provide the results of the review and go over those comments, especially anything that relates to policy in a joint meeting of the PC/TC.
3. Breakdown the Code into logical sections for the review and adoption process.
4. Consider the use of previous material that the consultant has completed for other towns. There may be many portions of your Code that need updating and could utilize portions of the Contractor's past work. This could represent potential cost savings.
5. Drafting of changes by section. Consultant will produce a summary of chapter changes.
6. Joint work sessions – three or more.
7. Revisions based on feedback
8. Staff report
9. PC public hearing (s) - including noticing assistance. We will have to make space for the draft on your website.
10. Possible revisions.
11. TC public hearing (s) for adoption and potential revisions
12. Application assistance, potential training assistance

Project cost estimate

Contractor charges \$100 per hour

Not to exceed project cost is \$12,000 – this means that if the above outline can be accomplished with lower costs, the Contractor will not charge the full \$12,000. Costs over this estimate would need to be agreed to in writing.

Beckki Endicott

From: JOHN JANSON <j.janson@comcast.net>
Sent: Thursday, April 14, 2022 9:49 AM
To: Richard Sorensen; Kevin E. Anderson; Beckki Endicott
Subject: Proposed ordinance changes and an invoice
Attachments: Commercial draft.docx; Huntsville Invoice.docx

Seems like we could get these C-1 design requirements moving along thru your adoption process, as well as the touch up to the Conditional Use chapter and use table.

I'd suggest the notice for the public hearing be a bit more descriptive than what communities usually do, because of a State Law change this past session. One hearing for the three chapter changes is ok. Here's my suggestion:

The Huntsville Town Planning Commission will hold a Public Hearing to consider amending the C-1 Commercial Zone, Chapter 15.8, to add design standards for new commercial buildings based on the consistent features found in the Town's commercial center. These amendments to the Chapter are intended to assure that new buildings constructed within the C-1 zone reflect the rural character of Huntsville Town, as best it can be defined through the incorporation of various architectural features for new buildings. Signs and parking are also addressed.

In addition, several changes to the Conditional Use chapter, 15.4, to conform to State Law are suggested as an amendment, as well as a minor change to the Land Use table, Table 15-1, Huntsville Town Acceptable Uses by Zone.

Feel free to modify as you see fit. The State Law noticing requirements need to be followed, and maybe you want to do additional outreach? I'd suggest getting the draft on your website for the community to review. Let me know if you want help with some sort of staff report and meeting attendance. Do you have virtual attendance capabilities for the meetings? In-person travel costs can be avoided these days, but I am happy to do whatever makes sense to you all.

Also, attached is my invoice for the past month - just thought we should separate that from other work that might be coming up.

John M. Janson AICP
Planning Solutions
801-232-3778

15.8 COMMERCIAL ZONE C-1

15.8.1 Purpose

15.8.2 Use Regulations

15.8.3 Front Yard Regulations

15.8.4 Side Yard Regulations

15.8.5 Rear Yard Regulations

15.8.6 Height Regulations

15.8.7 Coverage Regulations

15.8.8 Architectural, Landscape and Screening Standards

15.8.9 Parking

15.8.1 Purpose The purpose of the C-1 zone is to designate regulations on areas to be used for commercial business purposes and to assure the retention of the character of the commercial district in the center of Huntsville.

15.8.2 Use Regulations All uses allowed in the Commercial Zone C-1 are designated either as permitted in Table 15.4-1, or as conditional and approved pursuant to a Conditional Use Permit by the Town Council. All uses shall be free from objections because of odor, dust, smoke, noise, vibration or other causes. Signage regulations are contained in the Huntsville Town Signs Title, with additional considerations in this Chapter.

15.8.3 Front Yard Regulations for single family homes same as for Residential Zone R-1 for dwellings. For non-residential buildings, ~~other buildings, none~~, except for outdoor dining and leisure/gathering spaces are encouraged within a flexible ten foot setback. On-street parking may encroach beyond the street-side property line by 4'.

15.8.4 Side Yard Regulations Same as for Residential Zone R-1 for dwellings. For other buildings none, except that wherever a building is located upon a lot adjacent to a residential zone boundary, there shall be provided a side yard of not less than ten (10) feet on the side of the building adjacent to the zone boundary line and on corner lots the side yard which faces on a street shall be not less than ten (10) feet. For setbacks where the boundary is a natural stream or river corridor, see Huntsville Town Sensitive Lands Title.

15.8.5 Rear Yard Regulations Lots which rear upon the side yard of another lot in a residential zone, the minimum rear yard shall be ten (10) feet. For setbacks where the boundary is a natural stream or river corridor, see Huntsville Town Sensitive Lands Title.

15.8.6 Height Regulations²⁷ No pitched roof building or structure shall be erected to a height greater than two and one-half (2-1/2) stories, or thirty-five (35) feet unless the height is for a unique architectural feature(s) in a Commercial (C-1) Zone, recommended by the Planning Commission and approved by the Town Council. The unique structure(s) height cannot exceed forty feet (40), be no greater in area than 150 sq. ft. each and no greater in length than 20 feet each (e.g. bell tower, etc.)

There shall not be more than two unique structures per acre. Flat roof buildings shall not exceed 2 stories or 24' whichever is greater.

15.8.7 Coverage Regulations No building or structures or group of buildings with their accessory buildings shall cover more than sixty (60) percent of the area of the lot.

15.8.8 Architectural, Landscape and Screening Standards As permitted in the Huntsville Town Architectural, Landscape, Screening, Storm Water, and Waste Disposal Standards Title 15.20.3 and as required below:

General requirements for all buildings:

No HVAC located on a roof to be visible from the street.

Pitched roofs to be angled in such a manner to prevent accumulated snow from sliding into pedestrian areas. Where pitched roofs or awnings are angled toward the street, they shall include a gutter to move roof water away from pedestrians.

Roof, driveways, and impervious parking lot surface runoff is encouraged to be returned to the landscaped areas on the lot and not engage the public stormwater system. Rain barrel water catchments are encouraged for roof runoff.

Metal roofs shall be painted or of a non-reflective nature.

Shingled roofs shall be composed of at least a 25 year guaranteed quality and simulate the look of wood shingles or as a minimum have greater depth than standard shingles.

Fencing shall be three to four rail type fencing when visible from the street.

For pitched roofed buildings exterior walls to be composed of board and batten siding, but may contain stone or brick features.

Pitched roof eaves shall overhang a minimum of 1.5 feet measured horizontally

No stucco, aluminum and/or vinyl siding is allowed on any exterior wall. Soffits and fascia are considered part of a wall.

All buildings shall have at least one entrance that faces the street.

Bike racks and/or hitching posts are required with one required per business or every 100', whichever is fewer.

Buildings Design Options – choose a minimum of five architectural features from the following list:

Exterior historical brick

Native Stone with board and batten siding – stone to cover at least 25% of the front facade

Exterior painted brick (earth tones including white)

Decorative Parapets including dentals, cornice differentiation, and the date of construction in letters discernable from across the street

A projecting sign at least 10' above grade, no exterior lighting, no more than 12 square feet, and extending from the building no more than 5 feet.

Windows covering at least 30% of the front first story face

Windows and/or doors with transom windows

Second floor street facing windows to include window accents such as visible sills, window grids, window trim, headers (rectangular or curved), boxed windows

Doors recessed at least 2' with entry walls angled or perpendicular to the street

Natural or stained timber supported galvanized or painted metal secondary add-on roof awnings, including a gutter where pedestrians can be expected

Front yard gathering place including seating, shade, WIFI, flowering potted plants, and a focal point of art/sculpture based on a pioneering/hunting and/or fishing theme, art with movement via the wind is encouraged, art that emits sounds from different wind speeds, historical information plaques detailing the history of Huntsville and the Ogden Valley, propane fire pit with seating, etc. A covered porch with seating that wraps the front façade and extends at least 10 along the sides of the building may substitute for the gathering place.

Building façade variation – no more than 50' of any front facing façade can be built before a material, color, accent through a change in material or brick pattern, awning, or offset or projection (1' minimum) is constructed

Timber structural accents to support eaves, second floor porches, or front entryways

15.8.9 Parking As permitted in the Huntsville Town Vehicle Parking and Loading Title, except that if parking on-street can not meet the standards required, such additional parking shall be located to the side or the rear of the building. Parking lots located to side shall be buffered with a three or four rail fence located 5' from the ROW and a xeriscaped landscaped area between the fence and the ROW that includes rock mulches, boulders, shrubs/plants and one medium sized tree planted for every 30' of parking lot frontage. Such areas shall employ water-wise drip irrigation systems. Shared driveways with adjacent properties are encouraged.

Sign Chapter amendments 15.21

A. Commercial Resort Zone CR-1 1.

Commercial Uses – same as 15.21.6.B, except:

a. Freestanding Signs.

Areas: No freestanding sign shall be larger than (50) square feet in total area nor taller than 12'.

2. Residential Uses – same as 15.21.6.C, plus

a. Rental units of less than eight (8) units. One (1) wall sign identifying the name of the owner and/or property, not to exceed six (6) square feet is permitted.

b. Rental units of eight (8) units or more. One (1) wall sign not to exceed ten (10) square feet in area is permitted.

c. Subdivision Sign. One (1) ground/monument not to exceed six (6) feet in height and ten (10) feet in width. The sign may be placed on a landscaped, mounted berm up to two (2) feet from grade.

B. Commercial Zone C-1

1. ~~Commercial Uses (C-1 and CR-1)~~

a. Freestanding Signs:

Areas: No freestanding sign shall be larger than (50) square feet in total area.

Conditional Use chapter 15.4

15.41 The purpose of Conditional Uses is to allow a land use that, because of its unique characteristics or potential ~~impact~~ detrimental effects ~~on the Town~~ within the zone, ~~surrounding neighbors, or on adjacent land uses, may not be compatible in some areas or may be compatible~~ allowed only if certain conditions are required that mitigate or eliminate the identified detrimental effects ~~impacts~~.

15.4.2 Conditional Use Permit A Conditional Use Permit shall be required for all ~~uses not specifically listed for a given zone~~

Use table

TABLE 15-1 HUNTSVILLE TOWN ACCEPTABLE USES BY ZONE

Add "Any use not listed is not allowed"

Beckki Endicott

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Sent: Monday, April 18, 2022 10:42 AM
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Clean Water State Revolving Fund (CWSRF) | US EPA

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Please reach out to me if you have any questions.

Thanks,
Sheree

**HUNTSVILLE TOWN
ORDINANCE NO. _____**

LAND USE ADMINISTRATIVE AMENDMENTS

AN ORDINANCE OF HUNTSVILLE TOWN, REPEALING, RE-ENACTING AND AMENDING THE LAND USE AUTHORITY AND PLANNING COMMISSION ADMINISTRATIVE STRUCTURE; LAND USE DUTIES AND POWERS; LAND USE APPEALS; SEVERABILITY; AND EFFECTIVE DATE.

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

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

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

WHEREAS, the Town finds it necessary to update its land use ordinances in order to meet the challenges presented by development and to protect public health, safety, and welfare;

WHEREAS, after publication of the required notice the Planning Commission held its public hearing on _____, to take public comment on the proposed Ordinance, after which the Planning Commission gave its recommendation to _____ this Ordinance;

WHEREAS, the Town Council received the recommendation from the Planning Commission and held its public meeting on _____;

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

Section 1: Repealer. Section 15.3.4 of the *Huntsville Municipal Code* entitled "Planning Commission" is repealed. Chapter 15.5 of the *Huntsville Municipal Code* entitled "Appeal Authority" is repealed and re-enacted as Land Use Authorities and Appeals. Any other ordinance or portion of the *Huntsville Municipal Code* inconsistent with this Ordinance is hereby repealed and any reference thereto is hereby vacated.

Section 2: Administrative Actions. The *Huntsville Municipal Code* is amended to repeal all instances requiring administrative action, or non-legislative action, on a land use application by the Town Council, excepting subdivisions over ten (10) lots.

Section 3: Adoption. The following portions of the *Huntsville Municipal Code* are hereby adopted to read as follows:

15.5.010 Planning Commission.

1. Establishment. In accordance with Utah Code Annotated §10-9a-301, Town hereby establishes the Planning Commission subject to this Section.
2. Membership. The Planning Commission is composed of five (5) members who shall be residents, and registered voters, of the Town duly appointed by the Mayor, subject to the advice and consent of the Town Council.
3. Term. Each member of the Planning Commission shall serve a term of two (2) years. Terms may be staggered.
4. Vacancy. Any vacancy in the Planning Commission is filled for a two (2) year term by appointment of the Mayor, subject to the advice and consent of the Town Council.
5. Removal. A member may be removed for missing sixty (60) percent of the meeting in a during a calendar year, or by majority vote of the Town Council.
6. Powers and Duties. The Planning Commission shall only exercise the powers and duties set forth in Utah Code §10-9a-302, and as follows:
 - a. Recommendation. Review and make a recommendation to the legislative body for:
 - i. A general plan and amendments to the general plan.
 - ii. Land use regulations, including:
 1. Ordinances regarding the subdivision of land.
 2. Amendments to existing land use regulations;
 - b. Decision. The Planning Commission shall hear and decide all land use applications, subject to review by the Town Council.
 - c. Review. The Mayor or any member of the Town Council may request to review a decision by the Planning Commission by filing a written request with the Town Clerk within ten (10) days of any decision. The Town Council by majority vote may amend, modify, approve, or deny a land use application under review by the Town Council.
7. Presiding Officer. The Planning Commission shall, at its first meeting each year, elect a Chair and Vice-chair from its membership. Each member shall rotate serving as chair for a period of one year commencing the first meeting of each year.
8. Quorum. A quorum of the Planning Commission consists of three (3) members present at a public meeting. A decision of the Planning Commission based upon the majority vote of the quorum present and voting at a public meeting. Each member present at a meeting shall vote on an issue, yea or nay, except when a member declares a conflict of interest. A tie vote fails, or is deemed to be a negative recommendation, as the case may be.
9. Rules. The Planning Commission shall follow the Rules of Procedure and Order adopted by the Town Council.

10. Compensation. The Mayor may fix per diem and compensation as established by the Town Council.

15.5.020 Land Use Authority.

1. Appointment. In accordance with Utah Code §10-9a-302(1)(c), the Mayor, subject to the advice and consent of the Town Council may appoint an Administrative Hearing Officer as the Land Use Authority to review and approve routine and uncontested land use applications, including:
 - a. Land Use Permits (including site plans).
 - b. Conditional Use Permits.
 - c. Subdivisions of three (3) lots or less in accordance with Utah Code §10-9a-605, notwithstanding a plat and compliance with Chapter 15.25 is required.
2. Qualification. The individual appointed should have qualified experience in land use as a professional surveyor, attorney, civil engineer, educator, or other land use related field.
3. Applicability. The Administrative Hearing Officer shall serve until removed by the Town Council or a successor is appointed. In the event that an Administrative Hearing Officer is not appointed, or in the event an application is contested, the Planning Commission is hereby designated as the Land Use Authority.
4. Standard. A land use decision is an administrative act and shall be made in accordance with Utah Code §10-9a-306.
5. Contested. A land use application is only deemed contested if an adversely affected party files a written contest with the Town Clerk on a complete land use application duly filed with the Town regarding a land use application under this Section prior to action by the Administrative Hearing Officer or within ten (10) days of decision by the Administrative Hearing Officer.
6. Compensation. The Mayor may fix per diem and compensation as established by the Town Council.

15.5.030 Appeal Authority.

1. Establishment. In accordance with Utah Code §10-9a-701, the Mayor, subject to the advice and consent of the Town Council may appoint an Appeal Authority to hear and decide the appeal of any land use applications decided by the Planning Commission or Town Council.
2. Appointment. The Mayor shall appoint an individual, including alternates, as the Appeal Authority subject to the advice and consent of the Town Council.
3. Qualification. The individual appointed should have qualified experience in land use as a professional surveyor, attorney, civil engineer, educator, or other land use related field.
4. Compensation. The Mayor may fix per diem and compensation as established by the Town Council.
5. Authority. The Appeal Authority is quasi-judicial and serves as the final arbiter of issues involving the interpretation or application of the municipal code in the course of hearing and deciding all appeals, including:
 - a. Appeals set forth in Utah Code 10-9a-701(1)(b).
 - b. Variances in accordance with Utah Code §10-9a-702.

- c. Appeals regarding geological hazards shall be administered in accordance with Utah Code §10-9a-703.
 - d. Any other appeal specified in the municipal code.
6. Time. In accordance with Utah Code §10-9a-704, a written appeal of any land use decision shall be filed with the Town Clerk within ten (10) calendar days of the decision issued by the land use authority. An applicant present at a meeting where a decision is made is presumed to have actual notice of the decision which shall be deemed as the commencement of the ten (10) calendar day appeal period.
7. Burden. In accordance with Utah Code §10-9a-705, the appellant has the burden of proving error.
8. Due Process. Due process is afforded in accordance with Utah Code §10-9a-706.
9. Scope. Subject to the scope set forth in Utah Code §10-9a-707, the standard of review for the appeal authority is as follows:
- a. For factual matters, the Appeal Authority may review the matter de novo.
 - b. The Appeal Authority shall determine the correctness of a decision of the Land Use Authority in its interpretation and application.
 - c. An appeal may be made where a Land Use Authority has applied a land use regulation to a particular application, person, or parcel.
 - d. All other standards for making a shall be based upon the preponderance of the evidence.
 - e. The appealing party is limited in raising claims only to those claims that were initially raised at the time the decision was made upon the land use application.
10. Final Decision. The Appeal Authority shall issue a final decision in accordance with Utah Code §10-9a-708.
11. District Court. No person may challenge in district court any land use decision of the Town until that person has complied with Utah Code §10-9a-801, and otherwise exhausted all administrative remedies and in accordance with Utah Code §10-9a-701(2). The following limitations apply:
- a. No adversely affected parties shall present a theory of relief in district court that was not first presented to the appeal authority.
 - b. Adversely affected parties are precluded from pursuing duplicate or successive appeals before the same or separate appeal authorities as a condition of the adversely affected party's duty to exhaust administrative remedies.
 - c. The Appeal Authority may provide that a matter be appealed directly to the district court.

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