

**MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING**  
**Thursday, August 18, 2022, 6:45 p.m.**  
**Huntsville Town Maintenance Office, 165 South 7500 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	Present
Artie Powell	Council Member	Present
Beckki Endicott	Clerk	Present
William Morris	Legal Counsel	Excused

**Zoom:** John Janson – Planner, Todd Meyers – CW Lands Project Manager

Citizens: Sgt. Greenhaugh

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

2-Pledge of Allegiance led by TCM Sandy Hunter.

3-Opening Ceremony given by TCM Bruce Ahlstrom.

4-Public Comments: There were none.

5-Sheriff's Report: Will be held at the next meeting.

6- Discussion and/or action on Resolution 2022-8-4 adopting the Sewer agreement with Sage Development. (See Attachment #1) TCM Bruce Ahlstrom asked about paragraph seven where it states that Huntsville Town is not financially responsible except for routine inspections. In paragraphs that follow it states that these inspections are reimbursable up to \$500 to Huntsville Town. The information seems to conflict in the contract. Todd Meyers stated the intent is that the Town should not be responsible for the costs but that as the years go by and the fees for inspections change, the contract will allow for the change in the fees. TCM Ahlstrom suggested taking out the specific amount of \$500. The documents and receipts would provide reasonable information for reimbursement. Additional minor edits were made in the agreement. Mayor Sorensen read in Resolution 2022-8-4. **TCM Bruce Ahlstrom motioned to approve Resolution 2022-8-4 adopting the Sewer agreement with Sage Development, adding the changes and edits made in the meeting today.** TCM Hunter seconded the motion. Roll Call Vote. All votes Aye. Motion passed.

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

7-Discussion and/or action on business license for William Hofmeister. (See Attachment #2)

**TCM Hunter motioned to approve the business license for William Hofmeister.** TCM Bruce Ahlstrom seconded the motion. TCM Anderson asked if there is Town liability if the applicant is not a licensed contractor. Mayor Sorensen stated he is already working as a finish contractor currently and it does not require licensing. There was discussion and debate about the address of the applicant. All votes Aye. Motion Passed.

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

8-Discussion and/or action for Seal Pro, LLC. (Attachment #3) TCM Sandy Hunter wanted to the business owner, who was not in attendance at the meeting, be aware that it is not legal for the to park his construction equipment on the road or a Town easement in a residential zone. **TCM Anderson motioned to approve the business license for Seal Pro, LLC subject to the condition that the applicant no longer parks his construction vehicles on Town property per Huntsville Town ordinance. TCM amended the motion to approve the business license for Seal Pro, LLC subject to the condition that construction equipment is not stored in an R-1 zone.** TCM Hunter seconded the motion. Mayor Sorensen asked to have a copy of the ordinance sent to the applicant with a copy of the ordinance. All votes Aye. Motion passed.

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

9- Discussion and/or action on Ordinance 2022-5-26 amending the A-3 zone. (See Attachment #4) TCM Hunter wanted to discuss adding a new paragraph to the special provision's section. The paragraph would require lots where there was a suspicion of wetlands to not be deemed a buildable lot without a written report from the Army Corps of Engineers. There were questions regarding who the person would be to determine wetlands. John Janson suggested that the Army Corps of Engineers already had maps showing the wetlands. The Town Council wanted to designate the town engineer as the arbiter of the wetlands. John Janson said that the sensitive land title could be more specific for all zones. He suggested using the sensitive lands title to become more restrictive on Huntsville building lots. John Janson also suggested requiring a geotechnical report. TCM Anderson was concerned about depending on old maps to determine whether the land was wet.

TCM Hunter explained her reasons for wanting to add this paragraph to the A-3 zone. She stated that there are not any lots in Huntsville's A-3 that have homes on the lots. Potentially, there may be additional land annexed into Huntsville Town. Most likely the annexed land will be zoned A-3. If those lands are potentially wet and the property owners are wanting to build on the lot, then this legislation would strengthen and clarify the provisions in the sensitive land title.

The wording suggested by TCM Hunter is "Lots identified by the Town Engineer as containing wetlands will not be approved as a building lot by Huntsville Town without a written report from the Army Corps of Engineer approving the boundaries of the wetlands within the lot." TCM Powell would like to see the word "demonstration" replace the phrase "a written report" so if the property owner could show the Army Corps of Engineers map boundary it could be approved.

**TCM Anderson motioned to approve Ordinance 2022-5-26 amending the A-3 zone and adopt the proposed addition in the special provision's sections, "Lots identified by the Town Engineer as containing wetlands will not be approved as a building lot by Huntsville Town without a demonstration from the Army Corps of Engineers approving the boundaries of the wetlands within the lot." It is also proposed that this section of the A-3 zone be revisited following the review of the subdivision and sensitive lands title. TCM Powell seconded the motion.**

TCM Ahlstrom wanted to make additional edits to the A-3 zone in 15.10.4. TCM Ahlstrom proposed removing "such as a backhoe, front end loader or" from letter E. The section would read "The storage and use of light construction equipment up to a ten-wheel truck for off-premises contract work...." In addition, he would like to see the frontage in 15.10.5.C be the same for every lot. The current wording is "three hundred feet (300) on a five (5) acre or larger lot." TCM Ahlstrom suggested taking the additional frontage requirement out of the ordinance and the Town Council agreed. The changes would also apply to 15.10.5.C.2. The updated code would read "The frontage requirement minimum is one hundred twenty (120) feet on a three (3) acre lot when an alley is the only reason for not being able to provide one hundred thirty (130) feet.

**TCM Anderson amended his motion to include the outlined edits in 15.10.4.E, 15.10.5.C.1&2. TCM Artie Powell seconded the 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			

10-Discussion on the C-1 Zone. (See Attachment #5) Beckki gave some background to this item. During a recent work session, the Town Council has been looking at the C-1 zone and

discussing whether the setbacks in the C-1 zone are appropriate for single-family homes in the C-1 zone.

Beckki stated she thought there should be consensus among the Town Council about whether the setbacks or 30 feet for the front and 10 feet for the sides and back are appropriate for a single-family home. If the Town Council would like to see a change, she suggested sending the item to the Planning Commission for further consideration.

TCM Hunter stated there is an area requirement of .75 acres in the R-1 zone for a single-family home. There is not an area requirement for the C-1 zone. She asked the Town Council if they would like to impose an area requirement. TCM Hunter proposed that she does not want to change the ordinance as written. The Town Council members discussed several scenarios which might be affected by the lack of area requirement. The Town Council decided not to make additional changes.

11-Discussion on the 4<sup>th</sup> of July, 2022, (See Attachment #6) TCM Artie Powell prepared a PowerPoint review of the 4<sup>th</sup> of July celebrations.

The biggest concern about the 4<sup>th</sup> of July is the financial component. TCM Powell would like to see the 4<sup>th</sup> of July celebrations be financially viable. The Town Council discussed the many ways to raise funds for the celebrations.

#### 12-Department Updates.

**Mayor Sorensen:** The buyers for the corner lots backed out of the contract. The lots were not placed back on the market.

The trees in the park are dying due to an infestation of the beetle. The Town is removing them as fast as they are identified. Jake Songer has been treating the trees and Mayor Sorensen is hopeful to save some of the Spruce trees. The Town ordered additional chemicals for treatment. He will update the residents with more of the information so that residents can watch the spruce trees on their lots. Mayor Sorensen is going to reach out to the State to see if there are funds available for help. TCM Artie Powell will start putting together a proposal for the Parks Association budget hearings.

**TCM Anderson:** The presentation from the Water Committee and tour of the water treatment plant is coming up soon.

**TCM Hunter:** An article was sent to the Valley News regarding the meeting with the Forest Service.

13-Approval of the Bills, July, 2022. TCM Sandy Hunter motioned to approve the bills for July, 2022. TCM Anderson seconded the motion. All votes Aye. Motion passed.

**TCM Hunter** motioned to close the meeting. TCM Bruce Ahlstrom seconded the motion. All Votes Aye.

**Meeting is adjourned at 9:58 p.m.**

  
Beckki Endicott, Town Clerk

**HUNTSVILLE TOWN  
ORDINANCE 2022-5-26**

**AN ORDINANCE OF HUNTSVILLE TOWN, UTAH AMENDING TITLE 15.10  
AGRICULTURAL ZONE A3**

**RECITALS**

**WHEREAS**, Huntsville Town (hereafter referred to as “Town”) is a municipal corporation, duly organized and existing under the laws of the State of Utah;

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

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

**WHEREAS**, the Huntsville Town Planning Commission desires to update the use standards for the A-3 zone;

**WHEREAS**, after publication of the required notice, the Planning Commission held its public hearing on May 19, 2022, to take public comment on this Ordinance, and subsequently gave its recommendation to adopt this Ordinance on May 19, 2022;

**WHEREAS**, the Town Council received the recommendation from the Planning Commission and held its public meeting on August 18, 2022, and desires to act on this Ordinance;

**NOW, THEREFORE**, be it ordained by the Huntsville Town Council 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:

**Title 15.10 AGRICULTURAL ZONE A-3**

- 15.10.1 Purpose
- 15.10.2 Agriculture Preferred Use
- 15.10.3 Permitted Uses
- 15.10.4 Conditional Use Standards

- 15.10.5 Single Family Dwellings
- 15.10.6 Permitted Signs

#### **15.10.1 Purpose**

The purpose of the A-3 Zone is to designate farm areas which are likely to undergo a more intensive urban development, to set up guidelines to continue small-scale, limited agricultural pursuits including the keeping of animals, and to direct orderly low density residential development in a continuing rural environment. This zone requires a three-acre minimum lot size.

#### **15.10.2 Agriculture Preferred Use**

Small scale agriculture and single-family dwellings are the preferred uses in this agricultural zone. All small-scale, limited agricultural operations are encouraged including the operation of farm machinery

#### **15.10.3 Permitted Uses**

Refer to Table 15.1 (Allowable Use Table) for all permitted uses in the A-3 zone.

#### **15.10.4 Conditional Use Standards**

The following conditional uses are subject to additional standards in the A-3 zone. Any of these conditional uses must receive approval on a case-by-case basis from the Planning Commission and Town Council after the submittal of a conditional use application.

- A. Animal hospitals, veterinary clinics and associated buildings or enclosures shall be located not less than thirty (30 feet) from a public street and not less than fifty (50) feet from any side or rear property line.
- B. Dog breeding, dog kennels, or dog training schools are conditional provided there is a maximum of ten (10) dogs of more than ten (10) weeks old per acre at any time; and provided any building or enclosure for animals shall be located not less than fifty (50) feet from a public street and not less than fifty (50) feet from any side or rear property line.
- C. Greenhouse or Nursery limited to growing and selling plants or sod; and selling landscaping materials, fertilizer, pesticide or insecticide products, tools for garden and lawn care, and related goods.
- D. Construction equipment storage: the overnight parking of not more than one construction vehicle, of not more than twenty-four thousand (24,000) pounds net

weight, on property of not less than three (3) acres in area and upon which the operator has his permanent residence provided that the vehicle is parked at least fifty feet from a public street.

- E. The storage and use of light construction equipment up to a ten-wheel truck for off-premises contract work by the owner resident of property of not less than five acres in area, provided that the equipment is parked at least fifty feet from a public street.
- F. Bed and Breakfast Inns subject to the following standards:
  - 1. Two parking spaces shall be provided for the full-time occupant plus one space for each guest room. No parking may be located on the public thoroughfare;
  - 2. The proprietor or owner must occupy the dwelling;
  - 3. Meals may only be served to overnight guests;
  - 4. Not more than three (3) guest sleeping rooms per dwelling;
  - 5. Allowed only in existing dwellings with no exterior additions nor shall the use change the residential character; and
  - 6. Business license is required.

#### **15.10.5 Single Family Dwellings**

##### **A. Use Regulations for Single Family Dwellings**

- 1. Only one single-family dwelling is allowed on an approved A-3 building lot.
- 2. No single-family dwelling or a 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 except as stated in 15.18.5.
- 4. No single-family dwelling shall be occupied by more than four families, or a combination of unrelated groups, within a 12-month period.
- 5. Temporary building used incidental to construction work, must be removed upon the completion or abandonment of the construction work. If an existing residence is used as a temporary residence during construction of a new residence, upon issuance of the occupation permit for the new residence, the old residence must be removed within thirty (30) days.
- 6. Home occupations are allowed as regulated under Title 15.18.
- 7. No accessory structure or building, or portion thereof, shall be rented as a dwelling unit—including in-kind considerations.
- 8. No mobile homes or recreational vehicles may be placed on a lot for use as a permanent or temporary (greater than 30 days) residence, except as outlined in number five (5) above.

##### **B. Area Regulations**



1. Public health requirements concerning domestic water supply and sewage disposal shall comply with State and Weber/Morgan County Health Department requirements. A septic tank certificate of design approval from the Weber/Morgan County Health Department shall be required in all applications for a building permit.
2. Lots identified by the Town Engineer as containing wetlands will not be approved as a building lot by Huntsville Town without a demonstration from the Army Corp of Engineers approving the delineation of the boundaries of the wetlands within the lot.
3. No building or structure shall be constructed within the boundaries of any public reservoir as determined by the public agency having jurisdiction or within the boundaries of any natural waterway or watercourse as determined by the Huntsville Town Engineer wherein no buildings or structures shall be constructed, or land subdivided. Where buildings are to be constructed within fifty (50) feet of the exterior boundaries of a flood channel existing at the effective date of this ordinance, adequate measures must be taken as determined by the Floodplain Administrator or Town Engineer to protect the building or structure from damage due to floods and so as not to increase the hazard to surrounding lands and buildings.
4. The required yard space shall be kept free of debris, refuse, or other flammable material which may constitute a fire hazard, as further defined in the Huntsville Town Nuisance Title.
5. The requirements of this Title as to minimum building site area shall not be construed to prevent the use for a single-family dwelling of any lot or parcel of land in the event that such lot or parcel of land is held in separate ownership at the time this ordinance becomes effective.
6. No space needed to meet the width, yard, area, coverage, parking, or other requirements of this ordinance for a lot or building may be sold or leased away from such lot or building.
7. No parcel of land which has less than the minimum width and area requirements for the zone in which it is located may be cut off from a larger parcel of land for the purpose, whether immediate or future, of building or development as a lot.

#### H. Swimming Pools

A family swimming pool shall be permitted in the side or rear yard of a dwelling as an accessory use, only under the following conditions.

1. The location of the family swimming pool or accessory machinery shall not be less than ten feet from the dwelling's property boundaries. On corner lots, the distance from said pool to the property line facing on a street shall not be less than the required side yard setback for an accessory building.
2. An outdoor family swimming pool shall be completely enclosed by a substantial fence of not less than six feet in height or a power safety cover that meets the requirements of the International Building Codes. Lights used to illuminate said pool or its accessories shall be so arranged as to reflect the light away from adjoining premises. A "substantial fence" means any fence that will not allow normal passage by any person except through an otherwise locked gate.
3. Lighting shall conform to the requirements of 15.22.7. Additionally, lights used to illuminate the swimming pool, or its accessories buildings or equipment shall be so arranged as to reflect the light away from adjoining premises.

#### **15.16.6 Permitted Signs**

The height, size, and location of permitted Commercial signs shall be in accordance with the regulations set forth in the Huntsville Town Signs Title 15.21

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

**Section 4: Effective date.** This Ordinance shall be effective immediately upon posting or publication after final passage.

ADOPTED AND APPROVED on this 18<sup>th</sup> of August, 2022.

  
RICHARD L. SORENSEN, Mayor

ATTEST:

  
BECKKI ENDICOTT, Town Clerk



RECORDED this 18<sup>th</sup> of August, 2022.

POSTED this 18<sup>th</sup> of August, 2022.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provision of U.C.A. §10-3-713, 1953 as amended, I, the Town Clerk of Huntsville Town, Utah, hereby certify that foregoing Ordinance was duly passed and posted at 1) Huntsville Town Hall and 2) [www.pmn.org](http://www.pmn.org) on the above referenced dates.

 DATE: 8/18/22  
BECKKI ENDICOTT, Town Clerk

**Mailing Address**

P.O. Box 267  
Huntsville, UT 84317

**Phone**

801.745.3420

**Fax**

801.745.1792

**Web**

www.huntsvilletown.com

**Mayor**

Richard L. Sorensen

**Town Council**

Kevin Anderson  
Bruce Ahlstrom  
Sandy Hunter  
Artie Powell

**Town Clerk/Recorder**

Beckki Endicott

**Treasurer**

Sheree Evans

**Attorney**

Bill Morris

August 18, 2022

**To:** Huntsville Town Council

**Submitted By:** Beckki Endicott, Clerk

**Subject:** Business License for Billy Hofmeister and Studio H, LLC.

**Background:** Billy Hofmeister is a resident of Huntsville Town. He is a carpenter trying to get his contractor license. He needs a business license as part of the qualifying documentation. The license is for installation of cabinetry and finish mill works. The address of the business is 714 South 7800 East. The license would be a commercial license, for the fee of \$75.00.

**Recommendation:** To approve a commercial business license

**Motion:** To approve/not approve a commercial business license for Billy Hofmeister and Studio H, LLC.

**Action:**

**Motion:** Sandy Hunter

**Second:** Bruce Ahlstrom

**Mayor Sorensen:**

**Bruce Ahlstrom:**

**Kevin Anderson**

**Sandy Hunter:**

**Artie Powell:**

} All votes Aye



August 18, 2022

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Beckki Endicott

**Treasurer**

Sheree Evans

**Attorney**

Bill Morris

**To:** Huntsville Town Council

**Submitted By:** Beckki Endicott, Clerk

**Subject:** Business License for David Stevenson

**Background:** David Stevenson is seeking a business license for his company Seal Pro, LLC. He is a resident of Huntsville Town. The business address will be 241 South 7600 East. Mr. Stevenson has a registered state sales tax I.D# with 4 employees.

The description of the business is to "remove and replace asphalt, lay new asphalt and seal cracks and lay seal coat over asphalt."

**Recommendation:** To approve a commercial business license

**Motion:** To approve/not approve a commercial business license for David Sorensen and Seal Pro, LLC

**Action:**

**Motion:** Anderson subject to the condition that he  
**Second:** Sandy Hunter longer parks his construction  
equipment  
**Mayor Sorensen:**  
**Bruce Ahlstrom:**  
**Kevin Anderson:**  
**Sandy Hunter:**  
**Artie Powell:**

All votes  
Aye

to his complying with  
Town Ordinances in an  
R-1 Zone  
- included in ordinance

TC Meeting 8-18-22  
Attachment # 4

**TOWN OF HUNTSVILLE  
RESOLUTION 2022-8-4**

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ADOPTING THE SEWER  
MAINTENANCE AGREEMENT FOR THE SAGE DEVELOPMENT PROJECT**

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

**WHEREAS**, Utah Administrative Rule R317-1-2 under 2.2.A requires a "Body Politic" which, in relation to this Sage Development Project, is the Town to "sponsor" the Sanitary Sewer System ("Sewer") for the Association as such applies under Utah law;

**WHEREAS**, Developer and Town seek to enter a Sewer Maintenance Agreement ("Agreement") to outline the duties and obligations related to the management and operation of the Sewer and such is to be performed by the Association;

**WHEREAS**, the Town seeks to mitigate liability and exposure for operating the Sewer serving the Sage Development Project as such is the responsibility of the Home Owners' Association of the Sage Development Project under the Agreement;

**WHEREAS**, the Town desires to enter the attached Agreement with the Developer so that it is binding upon the Home Owners' Association of the Sage Development Project;

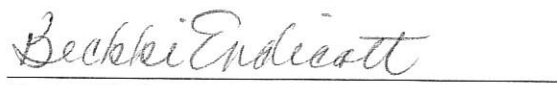
**WHEREAS**, the Town and Developer hereby finds mutual benefit under this Agreement benefitting public health and safety by outlining the responsibility for the operation and maintenance of the Sewer in the Sage Development Project;

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

PASSED AND ADOPTED by the Town Council this 18th day of August, 2022.

  
Mayor

ATTEST:

  
Town Clerk





**ATTACHMENT "A"**

**SEWER MAINTENANCE AGREEMENT**

THIS SEWER MAINTENANCE AGREEMENT ("Agreement") is made by and between Huntsville Town, a municipal corporation of the State of Utah ("**Town**"), CW The Sage, LLC, a Utah limited liability company ("**Developer**"), and The Sage Owners Association, Inc., a Utah non-profit corporation ("**Association**"). The Town, Developer, and Association may be referred to herein individually as a "**Party**" or collectively as the "**Parties**".

**R E C I T A L S:**

- A. The Developer has acquired title to a 72.021-acre tract of land to be developed into a community of no more than twenty (20) single-family residential home sites in Huntsville Town known as the Sage Development Project ("**Project**").
- B. The Town has granted preliminary approval and is working toward final approval of the development proposed by the Developer.
- C. The Association has been established as a Utah non-profit corporation with the Utah Department of Commerce and will conduct the affairs of the homeowners in the development as it relates to common areas and expenses.
- D. Utah Administrative Rule R317-1-2 under 2.2.A requires a "Body Politic" which in this Project is the Town to "sponsor" the sewer system for the Association as such applies under Utah law.
- E. Developer and Town seek this Agreement to outline the duties and obligations related to the management and operation of the Sewer System to be

performed by the Association.

F. The Sewer System, as approved by the Utah Department of Water Quality, will consist of a pressurized sewer collection system with a 3-inch diameter pipe flowing towards a central treatment plant. The treatment and disposal systems consist of large septic tanks, a treatment plant, and a pressurized effluent disposal system. Lines from individual homes to the 3-inch collection system are private.

G. The agreement aims to set forth the rights, duties and responsibilities of the Parties relating to the sewer distribution and collection system for future maintenance and operation.

NOW, THEREFORE, the Parties hereto intending to be legally bound and in consideration of the respective undertakings made and described herein, do agree as follows:

1. **Installation of Sewer Systems.** The Developer shall be solely responsible for the entire cost, expense and supervision of the design, engineering, construction and installation of the sewer collection, treatment, and disposal system for the Project (collectively, the “*Sewer System*”). Further, the Sewer System shall be installed in substantial accordance with all applicable and approved construction drawings for the same and in accordance with Utah Rule 317-4.
2. **Agricultural Preservation Easement.** The pressurized drain fields and collection lines will be located on a parcel of property in the development of the Project which has been designated on the proposed plat as Private Common Open Space Non-Residential Lot (For Sewer Infiltration System) (the “*Non-Residential Lot*”). The Non-Residential Lot is a parcel is to be dedicated to and ultimately owned by the Association with a mutually agreed upon easement for the Town.



3. **Department of Water Quality.** Upon completion of the Sewer System construction and installation, the Developer shall be responsible to obtain an inspection and approval of the system from the Utah State Department of Environmental Quality. Once the Developer has obtained approval of the Sewer System from the State Department of Water Quality, the Developer shall provide notice thereof to the Town who shall also inspect the same for approval of any bond release by the Town to the Developer.
4. **Town Responsibilities.** Following approval of the Sewer System, the Town shall begin to provide oversight and supervision of the Sewer System through one (1) third-party professional, holding a level three wastewater certification, selected, and paid for by the Association, as determined in its sole and reasonable discretion (the “*Third-Party Inspector*”). The rights and duties of the Town relating to the Sewer System and to the Association’s operation and maintenance therefore shall be governed by the State’s description of the rights and responsibilities of a Body Politic as such are currently defined by Utah Law under Rule R317-1-1, and as such may be hereafter amended from time-to-time.
5. **Maintenance.** It is anticipated at this time that the ownership, control, and maintenance of the Sewer System including the collection, treatment, and disposal systems shall be vested in the Association in perpetuity. Lateral lines from the mainline to the home are the responsibility of each lot owner.
6. **Easement.** The Town shall enjoy an easement on the Association property for purposes of ingress, egress, construction, repair, piping and drainage for

secondary water and any other related access needs to conduct its inspections.

7. **Town Recommendations.** The Association agrees to be bound by the reasonable requirements and recommendations which the Town shall make to the Association in connection with the Town's agreement to act as the Body Politic for the Sewer System; provided, however, the Association will not be bound by any requirements and recommendations of the Town that violate any Utah Department of Environmental Quality and/or Weber-Morgan Health Department rules, regulations, ordinances, or other standards governing infrastructure similar to the Sewer System. Subject to the immediately preceding sentence, any cost of maintenance, upgrade, repair, or operation which is reasonably required by the Town, in its capacity as Body Politic over this system, shall be borne solely by the Association. The Town shall have no financial responsibility relating to the sewer system and shall be reimbursed for any costs associated with the sections or repairs. Town Inspections shall not occur more frequently than semi-annually (i.e., two (2) times per year) and shall be conducted by the Third-Party Inspector in accordance with all Utah Department of Environmental Quality and/or Weber-Morgan Health Department rules, regulations, ordinances, or other standards for such infrastructure. Further, the Town shall have the right to have a representative present for the Town Inspections. The Association shall be responsible for the actual cost of the Town Inspection. If the Town imposes reasonable conditions upon the Association which the Association fails to reasonably implement, the Town has the right, but not the duty, to incur the reasonable expense of implementation thereof and to recover the costs of said implementation from the

Association and to take any other action permitted by law to recover said costs; provided, however, prior to the Association being responsible to reimburse the Town. The Town shall provide the Association with documentation of the actual and reasonable costs of such implementation.

8. **Failure to Comply.** If, during a Town Inspection, the Third-Party Inspector discovers that the Association has failed to maintain the Sewer System in accordance with all Utah Department of Environmental Quality and/or Weber-Morgan Health Department rules, regulations, ordinances, or other standards for such infrastructure, then: (i) the Town shall provide written notice to the Association specifically identifying how the Association has failed to maintain the Sewer System and (ii) thereafter, the Association shall have sixty (60) days (or such other reasonable timeframe as may be required to correctly and completely remedy the identified maintenance failure). If, upon expiration of such 60-day period or extended period depending on the severity of the identified maintenance failure, the Association has failed to correctly and completely remedy the identified maintenance failure (as determined by the Third-Party Inspector in its reasonable discretion) the Town may levy a fine against the Association in the amount of Five Hundred and No/100 Dollars (\$500.00) per identified maintenance failure, which fine shall be payable to the Town within thirty (30) days of issuance.

9. **Future Sewer District.** Upon request from Town officials, the Association hereby consents to the sewer system annexing into or to otherwise become a part of any future sewer district, existing sewer district, or other body politic which

may eventually be organized by the Town or local municipality. If and when at any time in the future the leech field, drain field, or such other similar and appropriate term is bypassed or no longer used, this agreement shall be automatically terminated without the need of any additional instrument evidencing such termination.

10. **Exclusivity.** The Parties expressly acknowledge that the system contemplated herein has been designed and approved by the Department of Water Quality and the Weber-Morgan Health Department exclusively for the use of the Association, its owners, guests, invitees, and other similar third parties and shall remain as such in perpetuity. For purposes of clarity, the Sewer System contemplated herein shall not be expanded beyond the twenty (20) single-family residential home sites.
11. **Ownership.** The sewer system was designed to accommodate the connections for each lot in the Association.
12. **Waivers** No waiver of any requirements, breach or default shall constitute a waiver of any other requirement, breach, or default, whether of the same or any other covenant or conditions. No waiver, benefit, privilege, or service voluntarily given or performed by either Party shall give the other any contractual right by custom, estoppel, or otherwise.
13. **Entire Agreement.** This Agreement contains the entire agreement between the Parties. No promise, representation, warranty, or covenant not included in this Agreement shall be binding upon the Parties unless reduced to writing and signed by each Party.

14. **Amendment.** No subsequent amendment or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by each Party.
15. **Notices.** Any notice, demand, request, consent, approval, or other communication to be given by one Party to the other shall be given by; hand delivery, confirmed overnight mail or by mailing in the United States mail, certified or registered, addressed to the applicable Party at their respective addresses. Any such notice shall be deemed to have been given (i) upon delivery, if personally delivered or delivered by any form of Federal Express\overnight delivery service, or (ii) if mailed, upon receipt. Either Party may change the address at which it desires to receive notice upon giving written notice of such request to the other Party.
16. **Successors and Assigns; Survival.** This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors, assigns and nominees. All covenants, representations and warranties contained herein shall survive Closing.
17. **Governing Law.** This Agreement shall be governed by, interpreted under, and enforced in accordance with, the laws of the State of Utah applicable to agreements made and to be performed wholly within the State of Utah.
18. **Execution of Other Documents; Compliance with Regulations.** The Parties hereto will do all other things and will execute all documents which are necessary for the transaction contemplated hereby to close. Furthermore, the Parties will comply at their own expense with all applicable laws and governmental regulation required for this transaction to close, including without limitation any required filings with governmental authorities.

19. **No Joint Venture.** The Parties understand, acknowledge, and agree that this Agreement shall not constitute nor be regarded as joint venture agreement and that the Parties shall not be regarded in any manner whatsoever as partners for a joint venture in connection with the Property or the transactions contemplated hereunder. The Parties are merely entering into this agreement to allow for this process to be completed in an expeditious fashion. However, the Parties are responsible for their respective tax, liability and business consequences resulting from said cooperation.
20. **Captions.** The captions of the various paragraphs of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content, or intent of this Agreement or of any part of this Agreement.
21. **Partial Invalidity.** If any term of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
22. **Warranty of Authority.** The individuals signing this Agreement for the Parties each Grants, by their signature, that they have full authority to enter into this Agreement on behalf of the Party for whom they sign.

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective, duly authorized representatives as of the 18<sup>th</sup> day of August, 2022 (the "Effective Date").

TOWN:

HUNTSVILLE TOWN

By: *Richard L. Sorensen*  
 Name: Richard L. Sorensen  
 Title: Mayor



ATTEST:

APPROVED AS TO FORM:

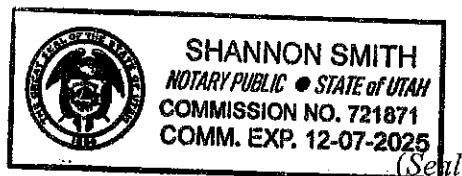
By: *Becki Endicott*  
 Name: Becki Endicott  
 Title: Clerk/Recorder

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

STATE OF UTAH                     )  
   §  
 COUNTY OF WEBER                )

On this 25<sup>th</sup> day of August, 2022, personally appeared before me Richard Sorensen, the Mayor and authorized signer of Huntsville Town, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed this Sewer Agreement on behalf of Huntsville Town, and who duly acknowledged to me that she / he executed the same for the purposes therein stated.

*[Signature]*  
 (Notary Public)



[Developer and Association signature and acknowledgement pages follow.]

**DEVELOPER:**

CW The Sage, LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Representative

STATE OF UTAH                                 )  
  §  
COUNTY OF DAVIS                         )

On the \_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me  
\_\_\_\_\_, who being by me duly sworn, did say that she / he is the  
Authorized Representative of CW The Sage, LLC, a Utah limited liability company, and that the  
within and foregoing instrument was signed on behalf of said CW The Sage, LLC with proper  
authority and duly acknowledged to me that he executed the same.

\_\_\_\_\_  
(Notary Signature)

(Seal)

[Association signature and acknowledgement pages follow.]



**ASSOCIATION:**

The Sage Owners Association, Inc.,  
a Utah non-profit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Representative

STATE OF UTAH )

§

COUNTY OF DAVIS )

On the \_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that she / he is the Authorized Representative of The Sage Owners Association, Inc., a Utah non-profit corporation, and that the within and foregoing instrument was signed on behalf of said non-profit corporation with proper authority and duly acknowledged to me that he executed the same.

\_\_\_\_\_  
(Notary Signature)

(Seal)

## **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**

Front yard regulations for single family homes regulations are the same as for Residential Zone R-1 for dwellings. For non-residential 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 four (4) feet.

### **15.8.4 Side Yard Regulations**

Side yard regulations are the 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 Regulations**

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

8. Second floor street facing windows to include window accents such as visible sills, window grids, window trim, headers (rectangular or curved), boxed windows
9. Doors recessed at least two (2) feet with entry walls angled or perpendicular to the street
10. Natural or stained timber supported galvanized or painted metal secondary add-on roof awnings, including a gutter where pedestrians can be expected
11. 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 ten (10') feet along the sides of the building may substitute for the gathering place.
12. Building façade variation – no more than fifty (50) feet 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
13. 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 cannot 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 historic fencing consistent to other fences in the commercial zone located 5' from the ROW and a xeriscape 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.

# Huntsville Fourth of July

2022 REVIEW



# Huntsville 4th of July — Schedule

## INDEPENDENCE DAY CELEBRATION Schedule of Events

July 4, 2022

- We did a Simple Design
- Better Flyer

7:00 A.M.	Wake Up Call
8:00 A.M.	Huntsville Fun Run
9:00 A.M.	Flag Raising Ceremony
10:00 A.M.	Parade
11:00 A.M.	Entertainment — Eden's Yellow Rose
11:00 A.M.	Games, Food, and Other Vendors
12:00 Noon	Patriotic Program (Church Stage)
8:00 P.M.	DJ Music and Dancing
10:00 P.M.	Fireworks (Zion's Bank)

# Huntsville 4th of July — Schedule Flyer

- PDF, JPEG, ETC. — RECREATE EACH YEAR
- CREATE WORD DOCUMENT
  - STORE FOR FUTURE USE
  - RELATIVELY EASY TO EDIT



# Huntsville 4th of July — Schedule Flyer



The flyer features a dark blue background with a large white star on the left. The title 'HUNTSVILLE 4<sup>TH</sup> OF JULY' is in large white letters, with 'MONDAY, JULY 4, 2022' below it. A small American flag is to the right of the date. The 'Schedule of Events' is listed in white text, with a small American flag icon to the left of the title. The events are: 7:00 A.M. Wake Up Call, 8:00 A.M. Huntsville Fun Run, 9:00 A.M. Flag Raising Ceremony, 10:00 A.M. Parade, 11:00 A.M. Entertainment — Eden's Yellow Rose, 11:00 A.M. Games, Food, and Other Vendors, 12:00 Noon Patriotic Program (Church Stage), 8:00 P.M. DJ Music and Dancing, and 10:00 P.M. Fireworks (Zion's Bank). A small illustration of a person in a yellow shirt and blue pants is to the right of the 8:00 A.M. event. A small photograph of a blue car with an American flag is to the right of the 10:00 P.M. event. The background of the flyer is decorated with stars and stripes.

**HUNTSVILLE 4<sup>TH</sup> OF JULY**  
MONDAY, JULY 4, 2022

**Schedule of Events**

7:00 A.M.	Wake Up Call
8:00 A.M.	Huntsville Fun Run
9:00 A.M.	Flag Raising Ceremony
10:00 A.M.	Parade
11:00 A.M.	Entertainment — Eden's Yellow Rose
11:00 A.M.	Games, Food, and Other Vendors
12:00 Noon	Patriotic Program (Church Stage)
8:00 P.M.	DJ Music and Dancing
10:00 P.M.	Fireworks (Zion's Bank)



# Huntsville 4th of July — Wake Up Call

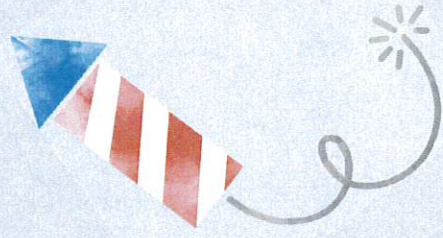
- Originally the Wake Up Call was at 6:00 AM
- The Last Few Years We Started Later — 7:00 AM
- I Have Not Heard any FeedBack





# Huntsville 4th of July — FLAG RAISING

- In the Past the Flag Ceremony has been as Early as 7:00 or 8:00 AM
- This Year it Started at 9:00
- Some Expressed a Preference for the Later Start Time





# **Huntsville 4th of July — Huntsville Fun Run**

- Praise for Brenley Burton for Putting the Fun Run Together.
- Brenley Said, She Would love to Keep it Going and Improving for Next Year.
- The Run Ended a Little Late and May Have Impacted Other Events Like the Flag Ceremony. I Think We Deal with it the Best We Can.



# **Huntsville 4th of July — Huntsville Fun Run**

- There Were Cars Driving Through Start/Finish Line as the Run was Proceeding.
- We Probably Need to Block Off 7500 East Along the Park and Possibly the One Intersection from 7:00 AM to 9:00 AM
- Get the Word Out to the Public. We Will Work on this for Next Year.



# Huntsville 4th of July — Parade

- ★ I Heard the Parade was a Great Success
- ★ People Expressed Appreciation for the Theme



- ★ We Should Continue the Theme Idea in the Future
- ★ Bottle-Neck at 2nd South and 7400 East
- ★ Return to the Traditional Parade Route





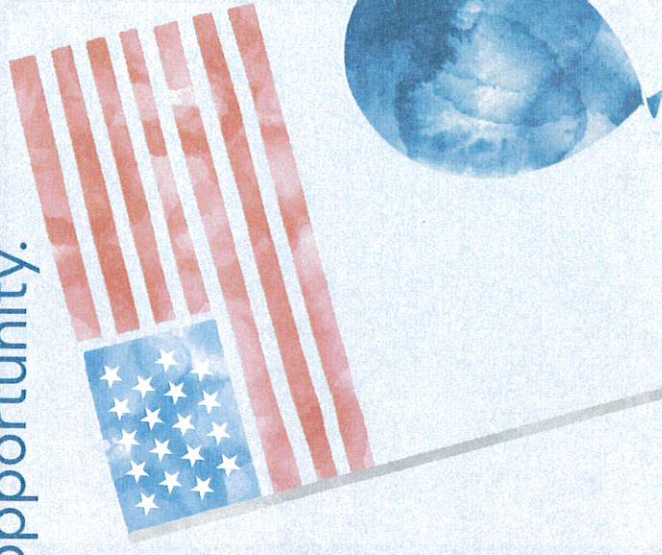
# Huntsville 4th of July — Entertainment

## Eden's Yellow Rose

★ What a great celebration.

We loved playing. Thank you for the opportunity.

★ We received a lot of good feedback.  
Dave Carver, Eden's Yellow Rose





# Huntsville 4th of July — Games, Food, Vendors

- ★ I have not received any feedback.
- ★ Vendors come up later in the presentation.
- ★ Any thoughts or comments at this point?



# Huntsville 4th of July — Fireworks

★ Despite the Hiccups

★ I Have Heard Nothing but Praise

★ Thank You Richard

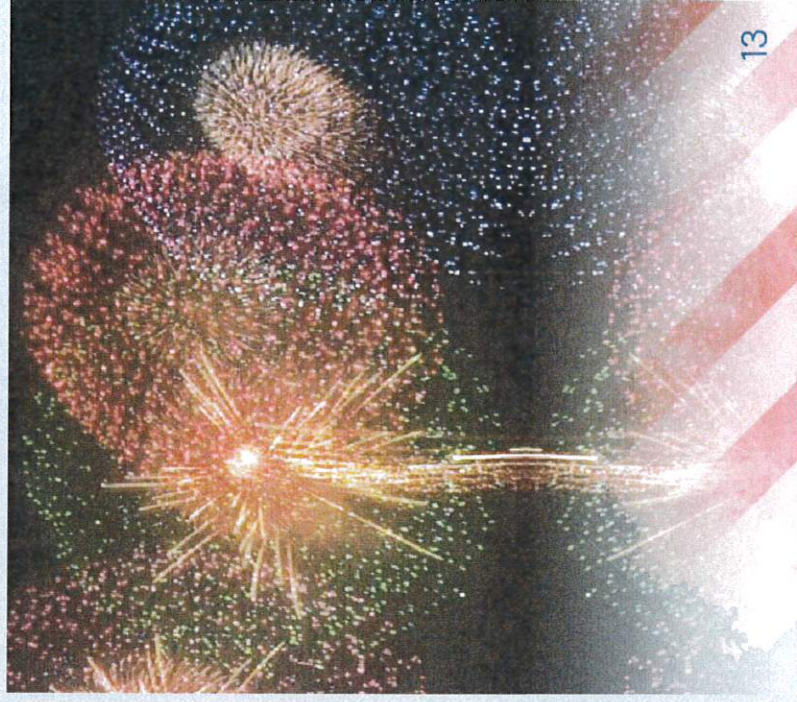
★ Next Year?





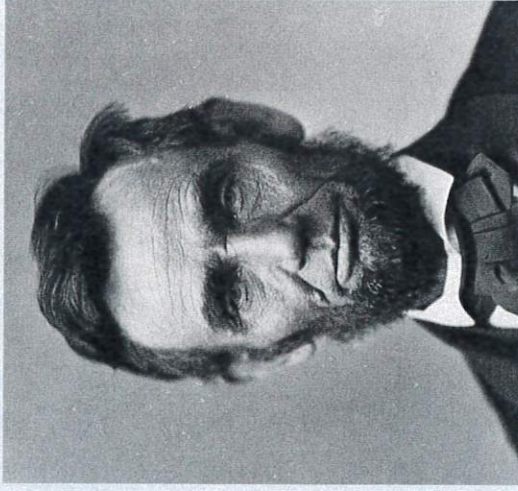
# Huntsville 4th of July — Break

★ Intermission — Pause



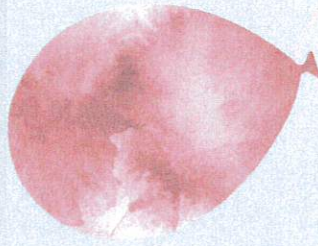
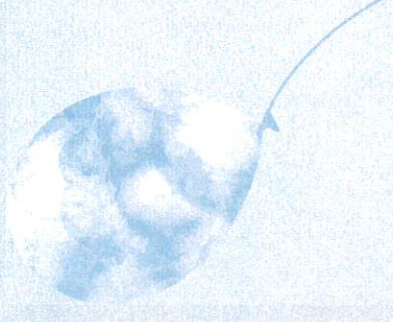


# Huntsville 4th of July — Break



**//** I like to see a man proud of the place in which he lives. I like to see a man live so that his place will be proud of him.

Abraham Lincoln



**//** The advancement and diffusion of knowledge is the only guardian of true liberty.

James Madison





# Huntsville 4th of July — Budget

TOTAL REVENUE	\$6,912*
TOTAL EXPENSES	\$16,675
NET EXPENSES	\$9,764
NET GAIN/(LOSS)	(\$4,763) (W FIREWORKS FUND)
Potential Loss	(\$9,764)**

\*This includes a \$5,000 Donation from Zions Bank

\*\*Without Zion's Generous Contribution



# Huntsville 4th of July — THOUGHTS

## SOME IDEAS FOR NEXT YEAR AND GOING FORWARD

★ We Need to Raise More Money

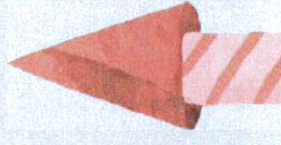
★ Start Earlier in Planning and Organizing

★ Solicit More Vendors, etc. Which May Expand the Celebration

★ Solicit More Donations; Fundraising Activities (Yard Sale)

★ T-Shirts, Baseball Hats

★ Something to Consider: Huntsville's 100th Birthday





# Huntsville 4th of July — FINALLY, THE END

## QUESTIONS/COMMENTS