

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING
Thursday, August 4, 2022, 6:58 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

Citizens: Sheree Evans – Treasurer, Lt. Ryan

Zoom: Tony Hill

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

2-Pledge of Allegiance led by Lt. Ryan.

3-Opening Ceremony given by TCM Kevin Anderson. TCM Anderson congratulated the Town on the great 4th of July event. He complemented Town residents for coming together, united in celebration.

4-Public Comments: **Kevin Anderson** wanted to propose the Huntsville Town Council have a summer social and he would be willing to host it at his home. Mayor Sorensen like the idea and said he would like to throw a summer block party for the Town. TCM Artie Powell commented TCM Anderson had some great ideas about celebrating the birthday of Huntsville Town. In addition, Mayor Sorensen would like to propose a night of celebrations for the Veteran's in town.

Lt Ryan brought the Town the signed agreement for Law Enforcement Services with the WC Sheriff's Department. The Sheriff's Department is having success with the flock cameras.

5-Discussion and/or action on approval of minutes for Town Council Meeting June 2, 2022. (See Attachment #1) **TCM Sandy Hunter motioned to approve the amended minutes for Town Council Meeting June 2, 2022.** TCM Bruce Ahlstrom seconded the motion. All votes Aye. Motion Passed.

6- Discussion and/or action on approval of minutes for the work session June 16, 2022. (See Attachment #2) **TCM Bruce Ahlstrom motioned to approve the minutes for work session June 16, 2022.** TCM Sandy Hunter seconded the motion. All votes Aye. Motion Passed.

7- Discussion and/or action on approval of minutes for Town Council Meeting June 16, 2022. (See Attachment #3) **TCM Sandy Hunter motioned approve the minutes for Town Council**

Meeting June 16, 2022. TCM Bruce Ahlstrom seconded the motion. All votes Aye. Motion Passed.

8-TCM Sandy Hunter motioned to table items eight (8) and nine (9) because the minutes were not available at the time. TCM Artie Powell seconded the motion. All votes Aye. Motion passed.

9-Discussion and/or action on acceptance of the fraud risk assessment. (See Attachment #4) Sheree Evans presented the fraud risk assessment. Huntsville Town qualified at a low risk for fraud. **TCM Bruce Ahlstrom motioned to accept the fraud risk assessment.** TCM Kevin Anderson seconded the motion. All votes Aye. Motion passed.

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

10-Discussion and/or action on approval of Resolution 2022-7-21, agreement to adopt Children's Justice Center Contract. (See Attachment #5) The Town Council voted to give part of its ARPA money to the Children's Justice Center of Ogden earlier in the year. Weber County sent over the contract to adopt. **TCM Powell motioned to approve Resolution 2022-7-21, agreement to adopt Children's Justice Center Contract, subject to getting a verbal approval from the Town Attorney that he has read and approved the contract.** TCM Sandy Hunter seconded the motion. Roll Call Vote. All votes Aye. Motion passed. Votes are reflected below.

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

11-Discussion and/or action on adoption of Resolution 2022-8-4: A Resolution to Accept the Sewer Maintenance Agreement for Sage Development. (See Attachment #6) **TCM Sandy motioned to table the agreement until the agreement is updated with the proposed changes.** TCM Kevin Anderson seconded the motion. All votes Aye. Motion passed.

12-Discussion and/or action on approval of Ordinance 2022-5-26-A: Update of the A-3 Zone. (See Attachment #7) The A-3 zoning ordinance has been reviewed and edited multiple times by both the Planning Commission and the Town Council. The public hearing for this ordinance took place in May, 2022. There was discussion between Town Council members if the ordinance was ready to be considered. It was suggested that the ordinance be sent back to the Planning Commission for additional work. There was still confusion regarding which version of the A-3

zone should be considered. The Town Council members moved forward to discuss the changes they would like to see made on the attached proposed ordinance.

Town Council members discussed the role of construction equipment in an A-3 zone. There was a difference of opinion of whether construction equipment was appropriate for the zone. Some construction equipment was specified as construction equipment for off-site contract work. Town Council members tried to distinguish between construction equipment and farm equipment. Council members agreed the purpose of A-3 is more of a hobby farm type of experience, not for construction equipment storage.

TCM Hunter will consolidate all the comments and bring a clean copy to the Town Council for a work session prior to the Town Council reviewing this ordinance again.

TCM Artie Powell motioned to table this item until the next meeting with TCM Hunter working towards consolidating everyone's comments and edits in the document. TCM Sandy Hunter seconded the motion. All votes Aye. Motion passed.

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

13-Discussion and/or action on approval of the Town Hall design build RFQ. (See Attachment #8) Mayor Sorensen described the process of bidding for the design and build services for a new Town Hall. Engineer, Jared Anderson, wrote a Request for Qualifications and posted it to the public noticing websites. The bid was advertised, and Huntsville received 5 bids for the professional and construction services. The proposals were considered by a committee formed to evaluate the bids. The committee selected Sanders/Wadman as the architect and construction firm.

The committee met with Sanders/Wadman regarding the project. Sanders is starting on the design work. The Huntsville Town Hall committee anticipates a contract for services by September 1st but the architect is excited to get started on the project.

TCM Anderson asked about the process of bidding and selection. He wanted to know if there was any contractual agreement for price with this type of selection. TCM Hunter stated they will be restricted by the size requirements and have been given a budget work within. Having the architect and the construction company work together, would make the most of the budget that Huntsville sets as the standard.

TCM Bruce Ahlstrom asked if the revenue from the sale of Town Corner lots would be necessary for the Community Building. Mayor Sorensen would like to include the sale of the

Town lots. Mayor Sorensen stated Huntsville has accounted for \$1.3 million and will look to sell the lots for additional funds.

TCM Powell explained he is extremely concerned about entering a contract with an obligation of two million dollars. He has doubts about whether the Town has revenue and resources to support such an obligation.

TCM Hunter motioned to approve the selection of Wadman/Sanders as the contractor-architect from the Request for Qualifications process. Mayor Sorensen seconded the motion.

TCM Anderson asked if this vote would obligate the Town to a contract. Mayor Sorensen explained that the contract for the design services is expected to be presented to the Town by September 1st. The vote today would confirm the selection from the bid process. TCM Powell clarified that it did send a message to the architect and construction team that the Town was moving forward in the process. TCM Anderson confirmed that although the Town was moving forward, the Town was not legally bound by a contract. The vote would only confirm the choice of the selection team.

TCM Hunter and Mayor Sorensen discussed with the Town Council that when they met with the selection team, there would not be services for which the Town would need to pay until a contract was presented.

TCM Anderson presented an amendment to the motion to clarify that there is no binding contract with this motion and any contract would be subject to review and consideration after the Town finishes the process on the contract for the two Town corner lots. TCM Ahlstrom seconded the motion. Roll Call Vote. Four votes Aye. One vote nay. Motion passed. Votes are reflected below.

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

14-Discussion and/or action on next meeting date for the Town Council. The Town Council members has many conflicts in the month of August. The Town Council decided to meet in an executive session for the following night at 9:00 p.m. Beckki noticed the closed meeting for the item of real estate.

15-Department Updates.

TCM Artie Powell: The Ogden Valley Parks Association budget meeting is in October. TCM Powell is trying to put together a letter to OVPA regarding the removal of trees to see if there are funds for tree removal. He is also looking to see if the playground bark can be replaced with artificial turf. TCM Powell has received a request for more “no dogs allowed” signs around the

park. Town Council members talked about the possibility of changing the “no dogs allowed” policy at Huntsville Park. Town Council members believe that citizens are more responsible about picking up after their dogs. There was discussion about considering part of the lots on the Town Square for a dog park.


TCM Ahlstrom: In October and November CERT training and classes will be available again for any residents that want to attend. In addition, October 7th & 8th Sheriff Arbon is planning to offer a resilience fair. Sheriff Arbon wants the community to be involved in preparing for hard times.

TCM Ahlstrom gave an update on the roads. There have been many delays due to supply issues with asphalt.

TCM Anderson: TCM Anderson stated the congressional representatives have contacted the Forest Service to ask for a statement regarding fencing the property boundaries around Pineview. The Forest Service stated they have no plans for permanent fencing. The Forest Service will survey and place monuments.

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

Meeting is adjourned at 9:04 p.m.


Beckki Endicott, Town Clerk

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING

Thursday, June 2, 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	Zoom
Artie Powell	Council Member	Present
Beckki Endicott	Clerk	Excused
William Morris	Legal Counsel	Excused

Citizens: Sheree Evans – Treasurer, PCM Suzanne Ferre', Willow Buttars, Brent Ahlstrom, Max Ferre', Becky Wood, Fay Michelony, Madeline Robles – Weber CTC

Zoom: Kelly Wood

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

2-Pledge of Allegiance led by Brent Ahlstrom.

3-Opening Ceremony given by TCM Bruce Ahlstrom.

4-Public Comments: **Suzanne Ferre'** wanted to speak to the historical use of the John Falls property and how the farm was used. She stated that Homer Brunker used to have cows, sheep and all kinds of animals on that property. The alley was used all the time in years past. The traditional use was farming and the families on that alleyway used the alley to move about. Suzanne Ferre' would be interested in more information on the lawsuit. Additionally, she believes there will be a time where Huntsville will need to be united as residents. She stated that to have divisiveness over the alleys would not be in the interest of the Town.

Suzanne Ferre' wanted to comment about the 4th of July. She believed that with the world the way that it is, Huntsville has an obligation to celebrate the freedoms that we enjoy no matter what the cost. There is a tradition of having the celebration and we should be able to continue to have a celebration.

Artie Powell wanted to know how to avoid contention over the alley. Suzanne responded that there is a history of the alleys. From time to time there were property owners who came before the town and requested the alleys, and the town has denied turning the alleys over to them. Suzanne went on to say that the alleys have an impact on the aesthetics of the town. People want to come to Huntsville because of the quaint structure of the town. Alleys have always been a part of that historical aesthetic. She stated we would be remiss if we didn't honor that tradition. The alleys add so much to the town.

Suzanne also wanted to comment that the reason that John Posnein was able to take ownership of the contested road was because the neighbor who was closest to the John Posnein property did not want to cause contention in the town.

Faye Michelony introduced herself as a resident who lives at 7270 East and 100 South. She wanted to comment about how property lines are affecting her parcel. She and her husband served a mission for the Church of Jesus Christ of Latter-day Saints in 2018-2019. When she returned there was a new home on their street two doors to the east. The Michelony's heard from their direct neighbor to the east between the Michelony's and the new neighbor that there was some contention around the property lines between the homes. There was a survey done by the new homeowners which moved her property line to the west. The Michelony's neighbor to the east just bought their home and had it surveyed. The Michelony's lost another 4 feet of property line. Now, the Forest Service is conducting a survey and there is a possibility of them losing more property to the Forest Service. Faye Michelony wanted to know if there was something that could be done about the Forest Service. Members of the Town Council advised her to get a good survey done on her property.

5-Discussion and/or action on approval of minutes for work session April 7, 2022. (See Attachment #1) TCM Bruce Ahlstrom motioned to approve the minutes for work session April 7, 2022. TCM Kevin Anderson seconded the motion. All votes Aye. Motion Passed.

6- Discussion and/or action on approval of minutes for regular session April 7, 2022. (See Attachment #2) TCM Bruce Ahlstrom motioned to approve the minutes for work session April 7, 2022. TCM Kevin Anderson seconded the motion. All votes Aye. Motion Passed.

7- Discussion and/or action on approval of minutes for work session April 19, 2022. (See Attachment #3) TCM Bruce Ahlstrom motioned to approve the minutes for work session April 7, 2022. TCM Kevin Anderson seconded the motion. All votes Aye. Motion Passed.

8-Sheriff's Report: Lt Ryan gave an update on the flock cameras. Huntsville has been live with flock cameras since the middle of April. There have been 9 cases where stolen vehicles or license plates have been recovered. The value of the recovery is over \$200,000.

Lt Ryan confirmed that everything ran smoothly during the Memorial Day Services. The WC Sheriff was able to work with the Forest Service in making room for the participants at the Huntsville Cemetery.

Traffic stops are beginning to increase in Huntsville Town. The WC Sheriff's has been doing a lot of research on the car club that comes up to the valley weekly. They are gathering a lot of data to try to identify patterns of the speeding car club. Lt. Ryan stated these cars are very loud, but they are not sure that the cars are speeding which is why they are trying to collect the data.

TCM Powell confirmed the wake-up siren from the WC patrols for the 4th of July.

9-Presentation by Madeline Robles, CTC Coordinator for Weber High School, and Ogden Valley: Madeline introduced herself as the new CTC Coordinator for Weber High School. They

have a youth council and a board. The mission of the CTC, or Communities that Care, is to prevent underage substance abuse. They try to provide skills and resources to youth to prevent substance abuse. They also work on mental health support and suicide prevention.

One of the things they do the most is to reduce risk factors and promote behaviors that would produce healthy contributing adults to the community. They gather data through survey's done at the high school. The data can help guide their actions as an organization. The data currently shows that kids are really struggling with their mental health. The last few years of COVID have taken their toll on the mental health of kids.

Madeline Robles described the area that the Weber CTC serves. The Valley is unique in its community versus Harrisville and North Ogden. She would like to see if the community has ideas about how to support the kids in the Valley. The Weber CTC does not have any youth involvement from the Valley.

Mayor Sorensen thanked Madeline for coming. Currently, Huntsville does not have a lot of families with kids. Because the rest of the valley is unincorporated, it is difficult to reach the population. The Town Council suggested working with the Ogden Valley Planning Commission. TCM Powell suggested the CTC talk to Rod Layton and the Children's Justice Center about the resources they are providing here. Another suggestion was to work with the churches here in the Ogden Valley.

10-Discussion and/or action on approval of Wounded Warrior Ride Event. (See Attachment #4)

Mayor Sorensen was made aware of this event through an email received through Frontier, the Weber County multidepartment communication tool. There is always hesitation to add new events to the Huntsville calendar. It is difficult to balance the quality of life of residents with those who want to visit or recreate in the valley. After some research, Mayor Sorensen, felt that this was a very meaningful charity event that is sponsored by the Wounded Warrior Organization. The event will start and end in Huntsville with lunch at the park. The event will be August 26th. There will be 47 people and support staff on the ride. **TCM Bruce Ahlstrom motioned to support the Wounded Warrior Ride Event.** TCM Anderson seconded the motion. All votes Aye. Motion passed.

11-Discussion and/or action on event date for 2023 Cycle Kart Race. Kelly Wood joined the meeting on Zoom and thanked the Town Council for the last three years of cycle kart racing in Huntsville Town. This year the event will donate \$3,000 to the Town of Huntsville from the proceeds of the race. The organizers will also donate to the Church of Jesus Christ of Latter-day Saints for the use of their parking lot over the weekend. They are seeking a date for 2023. Mayor Sorensen suggestion May 19-20, 2023. **TCM Bruce Ahlstrom motioned to approve the 2023 Cycle Kart Race for the May 19-20 date.** TCM Powell seconded the motion. All votes Aye. Motion passed.

12-Discussion and/or action on business license for Imagine Music. (See Attachment #5)

Imagine Music is located in the old Town Hall. They provide private music lessons. **TCM Anderson motioned to approve the business license for Imagine Music.** TCM Bruce Ahlstrom seconded the motion. All votes Aye. Motion passed.

13-Discussion and/or action on the boat club using the Huntsville Town's dumpster. (See Attachment #6) TCM Sandy Hunter rehearsed the history and background on Attachment #6. The boat club is requesting an official letter to provide permission to use the dumpsters at Huntsville Park. TCM Bruce Ahlstrom suggested that a date be added so there is a term of use. TCM Powell suggested 5 years. An alternate term of two years was proposed and suggested that the letter reflect that a renewal based on the agreeable use after two years. **TCM Bruce Ahlstrom motioned to approve a written letter to the Ogden Boat Club to use the town dumpsters in Huntsville Park for a period of two years with the option of renewal.** TCM Powell seconded the motion. All votes Aye. Motion passed. Shannon will draft the letter for approval of the Town Council.

14-Discussion and/or action on Ordinance 2022-5-26-B: An Ordinance Amending the C-1 zone. (See Attachment #7) Mayor Sorensen invited John Janson, land planner, to give the Town Council an update on the C-1 zone ordinance. John Janson was invited by the Town Council to come up with design standards for our C-1 zone. He has taken some pictures and noted the design and style of the commercial zone. He has drafted his ideas in this ordinance. In addition, he has created several architectural features that could be selected by a developer to help enhance their buildings and create continuity in the commercial zone. The Planning Commission has recommended this ordinance. The PC has had healthy discussion regarding the standards. The last set of standards that were modified was for some historic fencing.

Mayor Sorensen went over some of the standards for roofs which John has drafted for Huntsville Town. There were many edits suggested including using the word "may" by the exterior walls to be less prescriptive.

TCM Sandy Hunter asked John Janson about freestanding signs. This was in the ordinance originally, but John Janson would like to address the signs in the sign ordinance.

TCM Artie Powell motioned to approve Ordinance 2022-5-26-B as amended. TCM Anderson seconded the motion. Roll Call Vote. All Votes Aye. Motion Passed. The votes are reflected below.

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

15-Discussion and/or action on Ordinance 2022-5-26-A: An Ordinance Amending the A-3 zone. (See Attachment #8) Shannon Smith gave the background for this ordinance. Beckki has added the residential standards to this ordinance. There have been modifications based on animals and equipment that might be stored in the A-3 zone. For example, in the previous ordinance the references to beavers were taken out of the code.

TCM Anderson asked about the conditional uses under this title. He commented the phrase “permitted, conditional uses” is confusing. He suggested the references to slaughtering of animals in an area where people are paying a premium for the land they are purchasing, is not a desirable use of a three-acre lot. The Town Council discussed the purpose of the A-3 zone. TCM Hunter suggested the HOA for the Sage Development would govern many of the things suggested in the zone chapter. TCM Anderson suggested the Town Council think about the difference between hobby farming and actual slaughtering of small animals on a three-acre lot. TCM Sandy Hunter stated the Planning Commission had a hard time recommending the slaughtering of animals. She suggested the TC delete that from the ordinance.

TCM Kevin Anderson motioned to table Ordinance 2022-5-26-A and to continue the discussion on this ordinance to the next meeting. TCM Bruce Ahlstrom seconded the motion. It was suggested the Town Council should schedule a work session with the Planning Commission and John Janson regarding the A-3 zone ordinance. 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			

16-Discussion and/or action on Resolution 2022-6-2: Adoption of the VIPS contract. (See Attachment #9) **TCM Artie Powell motioned to approve Resolution 2022-6-2: Adoption of the VIPS contract.** TCM Bruce Ahlstrom seconded the motion. Roll Call Vote. All Votes Aye. Motion Passed. Votes are reflected below.

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

17-Department Updates.

RFP for the Town Hall - Mayor Sorensen stated the RFP has been written for the new town hall. Our engineer will be getting this out for bid within the next couple of weeks.

Avian Flu and Tree Beetle – The town is monitoring the bird flu and its affect of the wildlife in the area. The tree beetle continues to kill trees in Huntsville Park.

Zion's Bank – Zion's Bank made a great contribution of \$5,000 for the 4th of July fireworks.

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

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

Meeting is adjourned at 8:59 p.m.

Beckki Endicott, Town Clerk

WORK SESSION – June 16, 2022, 6:00 p.m.

Minutes of the Huntsville Town Council work session held at the Huntsville Town Maintenance Building Office, 165 South 7500 East, Huntsville, Utah at 6:00 p.m. The work session was held to discuss proposed changes to the 4th of July Celebration and the A-3 zoning ordinance.

Attending: Mayor Pro-Temp Kevin Anderson, Beckki Endicott – Clerk, Sheree Evans, Treasurer, Ron Gault

Zoom: TCM Artie Powell, TCM Sandy Hunter, Mayor Richard Sorensen, TCM Bruce Ahlstrom

Mayor Pro-Temp Anderson welcomed all in attendance. There were a couple of updates for the 4th of July celebration which needed to be discussed and addressed. TCM Artie Powell is working on the flyover. The application process has been slow and TCM Powell will keep working on it with Karl DeVries.

Mayor Sorensen addressed the issue of the park restrooms. There have been concerns expressed that the restrooms are damaged during the 4th of July event. A suggestion was made to order Honeybuckets for the event to avoid damage. TCM Powell has already ordered 8 Honeybuckets at \$2,000. A few discussion points were brought out:

- The damage usually does not happen during the day but rather during the extended period after the fireworks
- The restrooms should be available for those that are in need and disabled.
- The excessive fee for Honeybuckets might be due to the transportation costs.
- The restrooms could be opened late and closed early and monitored during the day.
- Additional help could be assigned to help Jenna Probasco clean the bathroom

A decision was made to keep the restrooms open. In addition, there will be eight Honeybuckets to support the restrooms.

Beckki confirmed the 4th of July posted online is correct. The Buttars family is working with the American Legion on the flag raising ceremony and leading out on the parade. The selected Grand Marshalls declined due to being out of town. TCM Powell would like some additional suggestions. Beckki has a list of the Grand Marshalls of past years. She will distribute the list, while suggestions are made.

TCM Anderson asked about the game prizes for the 4th of July. Beckki stated there are 4th of July supplies in our Eden storage shed. TCM Powell will also work on arrangements for barricades from the maintenance shed for the fun run. He will also check back to see if the arrangements have been for the flag lowering ceremony before the fireworks.

Many suggestions have been made regarding the A-3 zone. Most of the concerns around the A-3 zone reside around the animal regulations that have been in the code for a very long time. The culture in the valley has changed and residents that live in 3-acre zones would probably like to have animals but not on the level of a commercial business. The commercial aspects of farming and slaughtering would be more appropriate in a larger acre zone. This has been the discussion at the Planning Commission and at the last Town Council meeting.

In the short term, Sage Development, an A-3 zone where there will be single-family homes, will be governed by their HOA rules and probably will not allow commercial type farming. In the long term, the code needs to be reworked. TCM Hunter suggested more time in a work session in July, with the Planning Commission. Beckki gave a short update on the application of Sage Development for final plat. She relayed to the Town Council that they will need to decide whether the road is public or private. The requirements for the road are different for each road. Sage cannot complete their plat without the information of whether the road is public or private. Beckki stated CW Lands will not be disclosing the CCNR's for the HOA because the Huntsville Town code does not require it.

There was a short discussion on the liabilities of a private or a public road and how those requirements are reflected in the development agreement. TCM Anderson requested the Fire Marshall be invited to the upcoming meeting to establish a record of his opinion about the safety concerns of the road. A written statement from the Fire Marshall would also be welcomed.

The status of the A-3 zone is that it has had a public hearing and been passed by the Planning Commission. Mayor Sorensen has requested a work session with the Planning Commission and John Janson within the next month.

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

Meeting adjourned at 6:56 p.m.

Beckki Endicott, Huntsville Town Clerk

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING
Thursday, June 16, 2022, 6:45 p.m.
Huntsville Town Maintenance Office, 165 South 7500 East, 6:57 p.m.

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

Citizens: Sheree Evans – Treasurer, Ron Gault, Alan Buttars, Leslie Sutter, Sgt. Greenhaugh

Zoom: Moses Aman, Michelle Lyman

1-Mayor Sorensen called the meeting to order. TCM Anderson is present, the remainder of the Town Council are on Zoom.

2-Pledge of Allegiance led by Alan Buttars.

3-Opening Ceremony given by Beckki Endicott.

4-Public Comments: **Ron Gault** distributed a proposed Annexation Map to the Town Council members. He stated he has been working on updating the Annexation Plan along with the General Plan. The map distributed shows the maximum area that is proposed for Huntsville to consider for annexation. This map does not bind Huntsville to annex these properties but intends to give Huntsville a way to consider the property surrounding the Town as incorporation movements in the Ogden Valley begin to grow. Ron stated that the map shows the areas that Huntsville would be immediately interested in and then areas that would be considered long term. The Planning Commission asked Ron Gault to present the map to the Town Council for their consideration. **(See Attachment #1)**

Ron Gault is going to have a water committee meeting on June 25th. One of the concerns Ron Gault will present at that meeting is the safe yield they just received from the State of Utah for the Wishing Well. The safe yield is 150 gallons a minute. This is enough to serve the current residents. Water will always be a factor in considering annexation.

Alan Buttars – Alan stated that he wanted to let residents know that Weber County has raised property taxes significantly. He looked up several properties in town and it is the same across the board for all residents. The residents of Huntsville need to be aware of the property taxes. He recommends that everyone “google” the increase of the last year. He concerned about the residents who have had a home here for a long time with one retirement income. Weber County is pushing residents out of the valley.

5-Public Hearing on the amended budget for FY 2022 and budget for FY 2023. TCM Anderson motioned to close the regular meeting and go to a public hearing. TCM Hunter seconded the motion. All votes Aye. Motion passed.

(See Attachment #2) Sheree Evans presented the amended budget for FY2022. She pointed out the water money and the roads money has not been spent for FY2022. Aside from those categories, the expenses are reflected in the final amended budget. There are concrete shortages and it causing the expenses budgeted for paving not to be used for the FY 2022. All three budgets, FY 2021, FY 2022 and FY 2023 are listed on the same document for easy comparison.

Ron Gault asked about the monies not spent for water.

There were no other comments regarding the amended budget for FY2022 or projected budget for FY2023.

TCM Ahlstrom motioned to close the public hearing and open the regular Town Council meeting. TCM Anderson seconded the motion. All votes Aye. Motion passed.

6-Discussion and/or action on approval of minutes for work session April 21, 2022. **(See Attachment #3)** TCM Bruce Ahlstrom had a contextual change that needed to be made regarding his stated opinion on the single appeals board. Beckki made the change. **TCM Kevin Anderson motioned to approve the amended minutes for work session April 21, 2022.** TCM Bruce Ahlstrom seconded the motion. All votes Aye. Motion Passed.

7-Discussion and/or action on approval of minutes for regular session April 21, 2022. **(See Attachment #4)** **TCM Anderson motioned to approve the minutes for work session April 21, 2022.** TCM Sandy Hunter seconded the motion. All votes Aye. Motion Passed.

8-Discussion and/or action on approval of minutes for work session May 4, 2022. **(See Attachment #5)** **TCM Sandy Hunter motioned to approve the minutes for work session May 4, 2022.** TCM Bruce Ahlstrom seconded the motion. All votes Aye. Motion Passed.

9-Discussion and/or action on approval of the minutes for the community meeting May 26, 2022. **(See Attachment #6)** **TCM Bruce Ahlstrom motioned to approve the amended minutes for the community meeting May 26, 2022.** TCM Anderson seconded the motion. All votes Aye. Motion Passed.

The minutes for the June 6th meeting are not complete. Beckki suggested the minutes be tabled.

TCM Anderson motioned to table the minutes for the work session and regular session on 6-2-22. TCM Bruce Ahlstrom seconded the motion. All votes Aye. Motion passed.

10-Discussion and/or action on temporary business license for Mousa Amar and Rocky Mountain Aluminum Art set up on American Legion Property. Beckki reminded Mousa that a requirement for the temporary license would be that he remain inside the property lines at the American Legion. The business product should not put out on the verge of SR-39 **(See**

Attachment#7) TCM Anderson motioned to approve the temporary business license for Mousa Amar and Rocky Mountain Aluminum Art for two weeks starting June 22, 2022 for a \$25 fee. TCM Bruce Ahlstrom seconded the motion. All votes Aye. Motioned passed.

11- Discussion and/or action on approval of Iron Lung Event for Huntsville Park, 7-16-22. (See Attachment #8) Michelle Lyman stated they have been staging the Iron Lung Ride in Huntsville the last couple years. It is a small bike ride with big climbs. The ride was started to support the mountain bike team at the local high school. The number of participants is usually between 150-200 riders. The ride is difficult with a lot of climbing so the number of participants stay small. The ride organizers make the neighborhoods aware that there is an early start for this ride. It is a mass start ride that goes out of the west pavilion at Huntsville Park. Most of the riders are done by noon. They serve a lunch and then clean up. This year they would like to have the ride on Saturday, July 16th.

TCM Artie Powell brought up that the park bowery's needed to be reserved so that we do not cause any confusion with those residents that have or want to book the bowery. He stated there was a conflict with Ragnar this year. Huntsville Town had rented the bowery that Ragnar used to another resident. Ragnar did not coordinate through the Huntsville Town office, so the time was not blocked out. Beckki will block out the time for the bowery for Iron Lung. The west bowery is open. The east bowery has another event scheduled on that date.

TCM Bruce Ahlstrom motioned to approve the Iron Lung Event for Huntsville Park, 7-16-22. TCM Kevin Anderson seconded the motion. All votes Aye. Motion passed.

12-Discussion and/or action on approval of the amended budget FY2022. TCM Anderson motioned to approve the amended budget for FY2022. TCM Bruce Ahlstrom seconded the motion. Roll Call Vote. All votes Aye. Motion passed. Votes are reflected below.

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

13-Discussion and/or action on approval of the proposed budget FY2023. TCM Hunter motioned to approve the proposed budget for FY2023. 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			

14-Discussion and/or action on approval of the tax rate for FY2023. Sheree presented the proposed tax rate of .000664 from Weber County. Huntsville does not come up with the tax rates. This rate is implemented by Weber County if Huntsville does not choose to raise or lower their portion of the tax. Sheree stated that \$90,000 is the amount Huntsville received from property tax last year. TCM Anderson asked what the Town Council was actually approving. Sheree stated there are steps the TC can take to increase the tax rate. A vote from the Town Council would accept the rate given by Weber County. TCM Powell asked if there was a deadline for the acceptance of the tax rate. Sheree stated her deadline was June 30th, 2022. She feels if they did not pass the rate, it would become an audit issue.

TCM Anderson stated that based on Sheree's recommendation earlier this year, that the rate be accepted, but he is sympathetic to the comments that Alan Buttars made earlier about the increase in property taxes for Huntsville and the Ogden Valley. TCM Anderson agrees with Alan Buttars that the Huntsville Town Council should do all it can to be careful not to increase rates in times of rapid economic increases all around.

TCM Anderson motioned to approve the tax rate for FY2023 given there is no other reasonable option, but Huntsville should do all it can to be sensitive to those inflationary pressures on residents.

TCM Hunter mentioned that she heard the state legislature implemented a circuit breaker on residents with fixed incomes for those on fixed incomes. She suggested that she could research this and maybe put information in our newsletter for residents.

TCM Sandy Hunter seconded the motion made by TCM Anderson. Roll Call Vote. Four votes Aye. One vote no. Motion passed. Votes are reflected below.

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

15-Discussion and/or action on approval of the consolidated fee schedule FY2023. **The only rate change on the table for the year is the increase in commercial garbage rates.** TCM Bruce Ahlstrom motioned to approve the consolidated fee schedule dated 1-4-22. TCM Hunter seconded the motion. Roll Call Vote. All Votes Aye. Motion passed. Votes are reflected below.

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

16-Discussion and/or action on approval of the bank signers for FY2023. Sheree stated the bank requires all the signers for the Town be approved by the Town Council. The current signers are Mayor Sorensen, TCM Sandy Hunter, Sheree Evans – Treasure, and Beckki Endicott – Clerk. **TCM Artie Powell motioned to approve the current signers.** 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			

17-Discussion and/or action on Ordinance for the A-3 zone. **Mayor Sorensen motioned to table this item until after a joint work session with the Planning Commission.** TCM Bruce Ahlstrom seconded the motion. All votes Aye. Motion passed.

18-Department Updates.

TCM Bruce Ahlstrom:

- 1) Huntsville Town was approved for emergency priority phone service. He is working on coordinating this effort.
- 2) Neighborhood Captains were trained in 2021 with the commitment that Huntsville Town would reimburse the \$35 training fee for CERT training. There have not been reimbursements. TCM Ahlstrom is working on finding and turning in receipts for reimbursement.
- 3) TCM Ahlstrom met with key people involved in the roundabout for the 100 South SR39 intersection. UDOT is working on the sensitive land issues and also the design of the roundabout. Previously, Huntsville Town had been offered by UDOT a voice in the design and UDOT would pay for the design, but Huntsville would pay to maintain. TCM Ahlstrom stated that other property owners have gotten involved and want the intersection to look really nice. UDOT has backed off the offer to pay for the design. TCM Ahlstrom stated he was surprised that other property owners are willing to put money into the design. Mayor Sorensen agreed. TCM Powell is concerned with the liability if the Town designs the

roundabout. He suggested taking a look at the roundabout at Combe Road in Ogden, Utah.

TCM Anderson:

- 1) TCM Anderson has some updates from the Secondary Water Meeting last week. The secondary water fees will remain the same for this year. The board is looking toward establishing a capital account to set aside the money required for secondary meters if and when they are required. They will take no action on meters at this current time. The deadline for meters is 2030.
- 2) TCM Anderson attended a Forest Service Meeting several weeks ago. The Forest Service is experimenting with Pineview to create a monetized lake. They are looking to eliminate all access to the lake unless it is through a fee-paying portal. This is a bad idea and the only lake in Utah where this is happening. The shut off to access will be for both private and public use.
- 3) The Forest Service is currently surveying the land around the lake and reestablishing the boundary lines. The Forest Service is planning on putting up permanent monuments marking the boundary lines. They are planning on working with landowners to establish the boundaries that are contested. TCM Anderson stated he thought it important to mobilize and set up a steering committee to approach Blake Moore and Mike Lee regarding these issues.

TCM Powell:

- 1) TCM Powell will update the Council through email on the 4th of July.

TCM Hunter:

- 1) TCM Hunter stated it was important to find someone from the Ogden Valley for openings on the Ogden Planning Commission. If anyone knows anyone that interested, please send them an application.

Mayor Sorensen:

- 1) The Huntsville Monastery will be celebrating the 75th anniversary. The Town will help organize a reception at the Huntsville Mercantile on July 9th.

19-Approval of the Bills, May, 2022. TCM Bruce Ahlstrom motioned to approve the bills for May, 2022. TCM Hunter seconded the motion. Roll Call Vote. All votes Aye. Motion passed. Motions 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			

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

Meeting is adjourned at 8:38 p.m.

Beckki Endicott, Town Clerk

DRAFT

Fraud Risk Assessment

Continued

*Total Points Earned: ____/395 *Risk Level: Very Low Low Moderate High Very High
> 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	200	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	5	5
b. Procurement?	5	5
c. Ethical behavior?	5	5
d. Reporting fraud and abuse?	✓	5
e. Travel?	5	5
f. Credit/Purchasing cards (where applicable)?	5	5
g. Personal use of entity assets?	5	5
h. IT and computer security?	5	5
i. Cash receipting and deposits?	5	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	20	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	10	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	20	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	20	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	20	20
7. Does the entity have or promote a fraud hotline?	—	20
8. Does the entity have a formal internal audit function?	20	20
9. Does the entity have a formal audit committee?	20	20

*Entity Name: Huntsville Town Corporation

*Completed for Fiscal Year Ending: 6-30-2023 *Completion Date: _____

*CAO Name: Richard Sorenson *CFO Name: Sherie Evans

*CAO Signature: _____ *CFO Signature: Sherie Evans

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	✓			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	✓			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".		✓	✓	
4. Are all the people who have access to blank checks different from those who are authorized signers?		✓	✓	
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	✓			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	✓			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".		✓	✓	
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	✓			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	✓			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	✓			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			

* MC = Mitigating Control

**HUNTSVILLE CITY
RESOLUTION 2022-7-21**

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ENTERING AN
INTERLOCAL AGREEMENT BETWEEN WEBER COUNTY AND
HUNTSVILLE TOWN TO ASSIST WITH THE CONSTRUCTION OF THE NEW
CHILDREN'S JUSTICE CENTER (CJC).**

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

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

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

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

WHEREAS, the Town and Weber County hereby finds mutual benefit under this Agreement benefitting public safety;

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 City Council this 21st day of July, 2022.

Mayor

ATTEST:

Town Clerk

**INTERLOCAL COOPERATION AGREEMENT
FOR THE DISTRIBUTION OF CORONAVIRUS STATE AND LOCAL RECOVERY
FUNDS FOR THE CONSTRUCTION OF A NEW CHILDREN'S JUSTICE CENTER**

This agreement is made by and between Weber County ("County") and Huntsville Township ("City"), individually referred to as "Party" and jointly referred to as "Parties," pursuant to the provisions of the Interlocal Cooperation Act, §§ 11-13-101 et seq., Utah Code Annotated, 1953, as amended.

RECITALS

WHEREAS, County and City have received Coronavirus State and Local Fiscal Recovery Funds ("SLFRF funds") from the United States Treasury ("Treasury") and the State of Utah under the American Rescue Plan Act ("ARPA"); and

WHEREAS, the purpose of SLFRF funds is to mitigate the public health and economic impacts of the COVID-19 pandemic by maintaining vital public services and to build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity; and

WHEREAS, the Treasury, in its final interim rule governing SLFRF funds eligibility, has found that crime and violence has increased in communities due to the pandemic; and

WHEREAS, the Treasury has determined that funding community violence intervention programs and trauma recovery services for victims of crime are an eligible use for SLFRF funds; and

WHEREAS, the State of Utah, pursuant to Utah Code Ann. 67-5b-101 et seq., has established the Children's Justice Center Program to provide a comprehensive, multidisciplinary, intergovernmental response and services to victims of child abuse; and

WHEREAS, the Weber/Morgan Children's Justice Center ("CJC") was established to not only provide a neutral, child-friendly program where interviews are conducted and services are provided to facilitate the effective and appropriate disposition of child abuse cases, but to establish and maintain a multidisciplinary team to aid in the delivery of as many services as possible to child abuse victims and their families; and

WHEREAS, the CJC is a community resource that benefits all residents residing within Weber County and Morgan County; and

WHEREAS, the demand for CJC services has steadily increased over the years and the capacity to provide those services has reached a point where it is no longer feasible to do so at the CJC's current location; and

WHEREAS, the County, municipalities, and various community stakeholders, such as the Friends of the Children's Justice Center and Ogden School District, have come together in an effort to construct a new, centrally-located CJC building capable of providing these vital community services well into the future; and

WHEREAS, a parcel of land currently owned by the Ogden School District located at 1845 Jackson Avenue, in Ogden, Utah, has been selected a suitable site for the construction of a new CJC building; and

WHEREAS, the County and Ogden City have agreed to rezone the property to specifically allow the CJC to be constructed and to operate on the parcel (a copy of the draft development agreement is attached as Exhibit A); and

WHEREAS, construction costs for the new CJC building are to be made up of SLFRF contributions from participating municipalities, proceeds from the sale of the current CJC building, and contributions from other generous community stakeholders and supporters of the CJC;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION ONE SCOPE

1. County will commit approximately \$1,000,000 (one million) toward the construction of a new CJC with its allocated SLFRF funds.
2. City will contribute a portion of its SLFRF funds in the amount of \$7,500.00 toward the building of a new CJC. City's contribution amount was determined by the average percentage of case referrals by the City to the CJC for services over the past three years.
3. City shall deposit its contribution with the Weber County Treasurer. City's contribution shall remain on deposit with the County and not be dispersed until the following occurs:
 - a. Ogden School District has recorded a conveyance of the parcel to the County;
 - b. County has received all necessary zoning and subdivision approvals from Ogden City that will allow construction to move forward; and
 - c. County has received a signed agreement from the Friends of the Children's Justice Center that proceeds from the sale of the current CJC building will be allocated toward the construction of the new CJC building.
4. County shall only use SLFRF funds to cover eligible expenses that are necessary for the completion of the new CJC building. These expenses must be incurred by December 31, 2024 and paid in full by December 31, 2026.
5. Once construction is complete, County will own and operate the new CJC in accordance with state statute.

SECTION TWO

TERM OF AGREEMENT

1. The term of this agreement begins on the date it is fully executed by the Parties and will remain in effect until County has completed all applicable administrative actions, reporting requirements, and any other project work required under ARPA and the Treasury's final rule pertaining to the use of SLFRF funds.

SECTION THREE REIMBURSEMENT FOR SERVICES PROVIDED

1. County agrees that it will not receive any compensation from the City for services provided under this agreement.

SECTION FOUR RECORDS

1. All records created or received by County in accordance with this agreement shall be County records. County agrees to keep all records in a manner approved by the County Auditor and agrees that said records shall be open for examination by the City at any reasonable time. County shall retain records associated with the project for a period required by state or federal law, whichever is greater.

SECTION FIVE REPORTING REQUIREMENTS

1. County shall submit such reports and adhere to all conditions and obligations as required by the City, including but not limited to, SLFRF Reporting requirements.

SECTION SIX INDEMNIFICATION

1. County agrees to indemnify and hold City and its agents, officials, and employees harmless from and against any and all suits, claims, and proceedings for any and all loss, damages, injury, or liability arising out of the actions, omissions, or other alleged wrongdoing of County in its provision of services pursuant to the terms of this agreement. The provisions of this paragraph shall survive termination of this agreement.
2. City agrees to indemnify and hold the County and its agents, officials, and employees harmless from and against any and all suits, claims, and proceedings for any and all loss, damages, injury, or liability arising out of the actions, omissions, or other alleged wrongdoing of the City in its provision of services pursuant to the terms of this agreement. The provisions of this paragraph shall survive termination of this agreement.
3. Notwithstanding the foregoing, County and City are governmental entities under the

Governmental Immunity Act of Utah (Utah Code § 63G-7-101, *et seq.*) ("Governmental Immunity Act"). Neither County nor City waives any defenses or limitations of liability otherwise available under the Governmental Immunity Act, and they all maintain all privileges, immunities, and other rights granted by the Governmental Immunity Act.

SECTION SEVEN ADMINISTRATION

1. This agreement does not contemplate any separate legal entity to provide for its administration and none shall be required. The agreement shall be administered by the governing bodies of the participating Parties.

SECTION EIGHT MISCELLANEOUS

1. Amendment. This agreement shall not be modified or amended except in writing, which shall be signed by duly authorized representatives of the County and City.
2. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act, the Parties hereby agree as follows:
 - a. This agreement shall not be effective until approved by resolutions of the governing bodies of the County and the City.
 - b. This agreement shall be submitted to an authorized attorney for each Party who shall approve the agreement as being in proper form and compatible with the laws of the State of Utah.
 - c. The Parties agree that a signed copy of this agreement will be filed with the keeper of the public records of each entity.
 - d. The Parties agree that they are not creating an interlocal entity by this agreement.
4. Further Assurance. Each of the Parties agrees to cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.
5. Severability. If any provision of this agreement shall be held invalid or unenforceable by any court or as a result of future legislative action, the remaining provisions of this agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this agreement. In lieu of such illegal, invalid or unenforceable provision, the Parties shall use commercially reasonable efforts to negotiate in good faith to insert a substitute, legal, valid, and enforceable provision that most nearly reflects the Parties' intent in entering into this agreement.
6. Governing Law. This agreement is made and entered into subject to the provisions of the Interlocal Agreement
CJC Funding Agreement – Huntsville Township
Pg. 4

laws of the State of Utah, which laws shall control the enforcement of this agreement. The Parties also recognize that certain federal laws may be applicable. In the event of any conflict between the terms of this agreement and any applicable state or federal law, the state or federal law shall control.

7. Headings. The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.
8. Counterparts. This agreement may be executed in any number of counterparts, all of which together shall serve as one agreement.
9. Entire Agreement. This document contains the entire agreement and understanding between the Parties and constitutes the entire agreement with respect to the specific issues contained herein and supersedes any and all prior written or oral representations and agreements.

[signatures on the following pages]

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By _____
Scott K. Jenkins, Chair

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

Weber County Clerk/Auditor

Weber County Attorney's Office

HUNTSVILLE TOWNSHIP

By _____
_____, Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

EXHIBIT A

AGREEMENT FOR DEVELOPMENT OF LAND

At 1845 Jackson Avenue, Ogden, Utah

This Agreement for Development of Land, hereinafter referred to as "the AGREEMENT," entered into this ____ day of 20____, between Ogden City Corporation, a Utah municipal corporation, hereinafter referred to as "the CITY," and Weber County, Utah, hereinafter referred to as "DEVELOPER."

RECITALS

WHEREAS, in furtherance of the objectives of the Ogden City General Plan, the CITY has considered an application for a zone change on certain real property located at approximately 1845 Jackson Avenue, in Ogden City, which property is hereinafter referred to as the "SUBJECT AREA," from its present zoning Single-Family Residential (R-1-5) and Open Space (O-1) to Community Commercial, Conditional Overlay (C-2 (CO)) in accordance with the provisions and requirements of Chapter 15-29 of the CITY's zoning ordinance;

WHEREAS, DEVELOPER has presented to the CITY a general proposal for development in the SUBJECT AREA, which provides for development in a manner consistent with the Ogden City General Plan;

WHEREAS, DEVELOPER represents that it is the owner, or will obtain ownership, of the real property located in the SUBJECT AREA;

WHEREAS, DEVELOPER desires approval by the City Council of the C-2 (CO) zoning for the SUBJECT AREA;

WHEREAS, the CITY is willing to grant the approval of such rezoning subject to DEVELOPER agreeing to certain requirements and restrictions of use and development within the SUBJECT AREA, which requirements and restrictions are intended to:

1. Eliminate potential uses otherwise allowed under the C-2 zone, the development of which would not be consistent with the General Plan, and
2. Provide protection to surrounding property and associated property values;

WHEREAS, the CITY believes that the development in the SUBJECT AREA pursuant to the terms of this AGREEMENT is in the vital and best interests of the City and the health, safety, morals, and welfare of its residents;

WHEREAS, DEVELOPER agrees and desires to proceed with the development and use of the SUBJECT AREA subject to the terms and conditions of this AGREEMENT.

NOW, THEREFORE, each of the parties hereto, for and in consideration of the premises and agreement of the other party hereto, does hereby covenant and agree as follows:

ARTICLE 1 DEFINITIONS

The following terms have the meaning and content set forth in this ARTICLE I, wherever used in this AGREEMENT:

1.01 "CITY." The "CITY" shall mean Ogden City Corporation, a Utah municipal corporation. The principal office of the CITY is located at 2549 Washington Boulevard, Ogden City, Utah 84401.

1.02 "CONCEPT PLAN." The "CONCEPT PLAN" is the plan depicting the proposed development along with certain conditions and restrictions of development by the Ogden City Planning Commission and Ogden City Council, pursuant to the terms of this AGREEMENT, attached hereto as Attachment "B" and made a part of this AGREEMENT by this reference. The CONCEPT PLAN is not intended to depict the final site plan, which will need to be altered to comply with the requirements of the conditional use permit and any applicable zoning regulations.

1.03 "DEVELOPER." "DEVELOPER" shall mean Weber County, Utah, or its successors and assigns.

1.04 "PROPOSED DEVELOPMENT". The "PROPOSED DEVELOPMENT" includes the development of the SUBJECT AREA and the construction of an institutional building as generally reflected on the CONCEPT PLAN.

1.05 "SUBJECT AREA". The "SUBJECT AREA" shall mean the parcel of real property located generally at 1845 Jackson Avenue, as legally described and depicted on the attached Attachment "A", consisting of approximately 84,080 square feet.

ARTICLE II CONDITIONS PRECEDENT

2.01 This AGREEMENT shall not take effect until:

A. The Ogden City Council has approved the AGREEMENT as a condition of such rezoning of the SUBJECT AREA to C-2 (CO) and the Mayor has executed this AGREEMENT on behalf of the CITY;

B. DEVELOPER acquires in fee simple ownership all the real property constituting the SUBJECT AREA for the purpose of binding the owners, their successors and assigns to the terms of this AGREEMENT.

C. DEVELOPER demonstrates to the satisfaction of the City Attorney that it is the owner of the subject area, for the purpose stated in paragraph B above, by delivering to the CITY a copy of the deed of the conveyance and a copy of the title policy or other documentation verifying that DEVELOPER is the sole owner of the property, or, if held in escrow, pending approval by the city Attorney, the deed to convey or conveying

the SUBJECT AREA to DEVELOPER and a copy of the title commitment and escrow instructions therefor.

**ARTICLE III
DEVELOPER'S COVENANTS
REGARDING FUTURE DEVELOPMENT AND USE**

3.01 DEVELOPER, and its successors and assigns, hereby waive the right to use or occupy the land comprised of the SUBJECT AREA or to use, occupy or erect thereon any building or structure designed, erected, altered, used, or occupied for any use not reasonably related to the following uses: a Children's Justice Center Program or a professional office for child counseling services.

3.02 DEVELOPER hereby waives the right to use, occupy or erect upon the SUBJECT AREA any structure designed, erected, altered, used, or occupied which does not comply with the following site development standards:

A. A single main building shall be constructed on the property not to exceed 15,000 square feet floor area and 2 ½ stories and 35 feet building height.

B. The main building shall be designed to appear to be residential building similar to those shown in Attachment B. The building and any accessory buildings comply with the design standards for single-family dwellings and accessory buildings shown in Ogden City Code 15-5-5 for the East Central District, other than building size as provided in subsection A above.

**ARTICLE IV
CITY'S UNDERTAKINGS**

4.01 If this AGREEMENT is approved by the Ogden City Council as provided in Section 2.01, the zoning on the SUBJECT AREA shall change from its present zoning of R-1-5 and O-1 to C-2 (CO) by ordinance of the Ogden City Council subject only to the terms and conditions of this AGREEMENT. Upon execution of this AGREEMENT by the Mayor and DEVELOPER, such rezoning shall immediately take effect.

4.02 Upon written request from DEVELOPER, the zoning on the SUBJECT AREA shall revert to its prior zoning of R-1-5 and O-1, subject to the applicant demonstrating to the satisfaction of the Mayor that the use of the SUBJECT AREA as a Children's Justice Center Program or a professional office for child counseling services has ceased. The reversion of zoning shall take effect immediately upon such written determination by the Mayor, which shall not be unreasonably withheld. Improvements made subject to this agreement may remain, and thereafter the SUBJECT AREA may be used only for a permitted or conditional use as provided in the reverted zone.

ARTICLE V
GENERAL REQUIREMENTS AND RIGHTS OF THE CITY

5.01 CITY Approval Required. The development plans, and any changes thereto, must be approved by the CITY pursuant to the requirements of the City zoning ordinance and all other applicable provisions of the Ogden City Municipal Code. In addition to any standards, requirements, or regulations imposed by City ordinance, the development plans shall also be reviewed by the CITY to determine compliance with the terms of this AGREEMENT and the CONCEPT PLAN approved herein. This approval is in addition to any required CITY approval which is directed to zoning, engineering or structural matters or compliance with building codes and regulations or applicable City, State or Federal law relating to land use or construction standards. The CITY's determination, respecting compliance with the terms of this AGREEMENT and the CONCEPT PLAN approved herein, shall be final; provided that DEVELOPER reserves all rights as to the appeal of any administrative determinations of the CITY.

5.02 Issuance of Permits. DEVELOPER shall have the sole responsibility for obtaining and/or seeing that all necessary permits are obtained and shall make application for such permits directly to the Ogden City Community Development Department and other appropriate departments and agencies. DEVELOPER shall timely submit and, prior to the date scheduled for construction, obtain building permit(s), and engineering permits as required, and thereafter diligently prosecute such work as is authorized in such permits. Failure to timely file and to diligently pursue the issuance of all permits shall be a breach of this AGREEMENT and grounds for termination of this AGREEMENT at the option of the CITY and the exercise of the remedies contained herein.

5.03 CITY Obligations Conditional. The obligations of the CITY, as set forth in this AGREEMENT, are subject to the condition that DEVELOPER shall not be in default of its obligations hereunder at any time; provided that obligations of CITY will continue upon DEVELOPER's cure of any such default in accordance with paragraph 6.01.

5.04 Completion Date. DEVELOPER agrees for itself, and its successors and assigns, to promptly begin and diligently prosecute to completion, the PROPOSED DEVELOPMENT of the SUBJECT AREA, through the obtaining of all necessary building and engineering permits, and after the issuance of such permits the subsequent construction of the improvements thereon, and that such permits shall be obtained and such construction shall in any event commence within two (2) years of the date of this AGREEMENT and, once commenced, be diligently pursued, and shall be completed no later than three (3) years from the date of this AGREEMENT.

5.05 Access to the SUBJECT AREA. The CITY, for the purpose of inspection, and whenever and to the extent necessary, to carry out the purposes of this and other sections or provisions of the AGREEMENT shall be permitted access to the SUBJECT AREA, so long as the same shall not unreasonably interfere with the use and development of the SUBJECT AREA consistent with the terms and conditions of this AGREEMENT.

ARTICLE VI REMEDIES

6.01 Remedies Upon Default or Breach. In the event of any default in or breach of this AGREEMENT, or any of its terms or conditions, either party hereto or any permitted successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. If such default or breach cannot reasonably be cured within said thirty (30) day period, the party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such breach and shall continue diligently thereafter to cure or remedy such breach or default in a timely manner. In case such action is not taken, or diligently pursued, the aggrieved party may institute such proceedings as may be necessary or desirable in its option to:

A. Cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations; or

B. Terminate this AGREEMENT. If DEVELOPER is the defaulting party, upon termination, the CITY may institute proceedings to change the zoning to the zoning designations that existed prior to the changing of the zoning to C-2 (CO).

6.02 Additional Remedies of CITY. Notwithstanding anything in this AGREEMENT to the contrary, it is agreed by the parties hereto that (unless due to the provisions of Section 6.04 below) if DEVELOPER fails to commence construction within three (3) years of the date of this AGREEMENT, the CITY shall have the right, but not the obligation, at the sole discretion of the CITY to terminate this AGREEMENT and the CITY may institute proceedings to change the zoning to the zoning designation that existed prior to the changing of the zoning to C-2 (CO),

6.03 Waiver of Objection and Hold Harmless. If CITY institutes proceedings to change the zoning to the original zoning designation in accordance with the provisions of this AGREEMENT, DEVELOPER, its successors, and assigns, hereby waives any objection to the zone change and hereby releases, indemnifies, and holds the CITY harmless from any actions that may be brought by DEVELOPER, its successors, and assigns, in respect of any such zoning change.

6.04 Enforced Delay Beyond Parties Control. For the purposes of any other provisions of this AGREEMENT, neither the CITY nor DEVELOPER, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the preparation of the SUBJECT AREA for development, the seeking or obtaining of permits, or beginning and completion of construction of improvements, or progress in respect thereto, in the event the enforced delay in the performance of such obligations are due to causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or unforeseeable delays of contractor or subcontractors due to such causes.

6.05 Extension by the CITY. The CITY, in writing, may extend the time for DEVELOPER's performance of any term, covenant, or condition of this AGREEMENT or permit the curing of any default upon such terms and conditions as may be mutually agreeable to the parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any of DEVELOPER's obligations and does not constitute a waiver of the CITY's right with respect to any other term, covenant or condition of this AGREEMENT or any other default in, or breach of, this AGREEMENT.

ARTICLE VII GENERAL PROVISIONS

7.01 Assignability. DEVELOPER shall not assign this AGREEMENT or any rights or interests herein without the prior written consent of the CITY, except that, upon notice to the CITY, DEVELOPER shall have the right to assign and transfer this AGREEMENT and its rights and obligations hereunder to an entity controlled by or under common control with DEVELOPER, so long as any such entity shall consent in writing to be bound by the terms of this AGREEMENT. Any assignee approved by the CITY shall consent in writing to be bound by the terms of this AGREEMENT as a condition of the assignment. DEVELOPER shall not transfer, assign, sell, lease, encumber, or otherwise convey its rights and obligations under this AGREEMENT separate from DEVELOPER's interest in the SUBJECT AREA.

7.02 Successors and Assigns of DEVELOPER. This AGREEMENT shall be binding upon DEVELOPER and its successors and assigns and where the term "DEVELOPER" is used in this AGREEMENT, it shall mean and include the successors and assigns of DEVELOPER except that the CITY shall have no obligation under this AGREEMENT to any unapproved, or otherwise unauthorized, successor or assign of DEVELOPER.

7.03 Reserved Legislative Powers. Nothing in this AGREEMENT shall limit the future exercise of the police power by the CITY in enacting zoning, subdivision development and related land use plans, policies, ordinances, and regulations after the date of this AGREEMENT.

7.04 Minimum Zoning Standards and Vested Rights. It is not the intention of this AGREEMENT to waive any existing minimum zoning standards, or to restrict the ability of the CITY Council to enact additional standards in the future. The only vested right obtained by DEVELOPER in the approval of this AGREEMENT as part of the rezoning, is the right under the terms and conditions of this AGREEMENT, to apply for site plan approval and building permits.

7.05 No Joint Venture or Partnership. This AGREEMENT does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto.

7.06 Third Party Beneficiaries. Any claims of third-party benefits under this AGREEMENT are expressly denied.

7.07 Agreement to Run with the Land. This AGREEMENT shall be recorded against the property referred herein as the SUBJECT AREA. The AGREEMENT contained herein shall

be deemed to run with the land and shall be binding on all successors in the ownership of
SUBJECT AREA.

7.08 Integration. This AGREEMENT contains the entire agreement with respect to the
subject matter hereof and integrates all prior conversations, discussions or understandings of
whatever kind or nature and may only be modified by a subsequent writing duly executed by the
parties hereto.

7.09 Authority. The parties represent that each has the requisite authority to enter into
this AGREEMENT and that the same has been duly authorized by all necessary or appropriate
corporate or regulatory action.

IN WITNESS WHEREOF, the CITY has caused this AGREEMENT to be duly
executed on its behalf and _____ DEVELOPER has caused the same to be duly executed
on its behalf, on and as of the day and year first written above.

CITY: OGDEN CITY CORPORATION,
a Utah Municipal Corporation

By: _____
Michael P. Caldwell, Mayor

ATTEST:


City Recorder

APPROVED AS TO FORM:

City Attorney

DEVELOPER: BOARD OF COUNTY
COMMISSIONERS OF WEBER COUNTY,
UTAH

By:


Scott K. Jenkins, Chair

ATTEST:


Ricky Hatch, County Clerk

ACKNOWLEDGMENTS

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

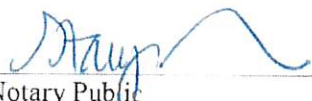
On this _____ day of _____, 20____, personally appeared before me, Michael P. Caldwell, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he is the Mayor of Ogden City, a municipal corporation, and that the foregoing document was signed by him in behalf of said Ogden City, and that said Ogden City executed the same.

Notary Public

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On this 14 day of June, 2022, personally appeared before me, Scott K. Jenkins who being by me duly sworn did say that he is the chair of Board Of County Commissioners of Weber County, Utah, and that the foregoing instrument was signed on behalf of said board of commissioners, and he acknowledged to me that said chair executed the same.





Notary Public

ATTACHMENT A: MAP AND LEGAL DESCRIPTION

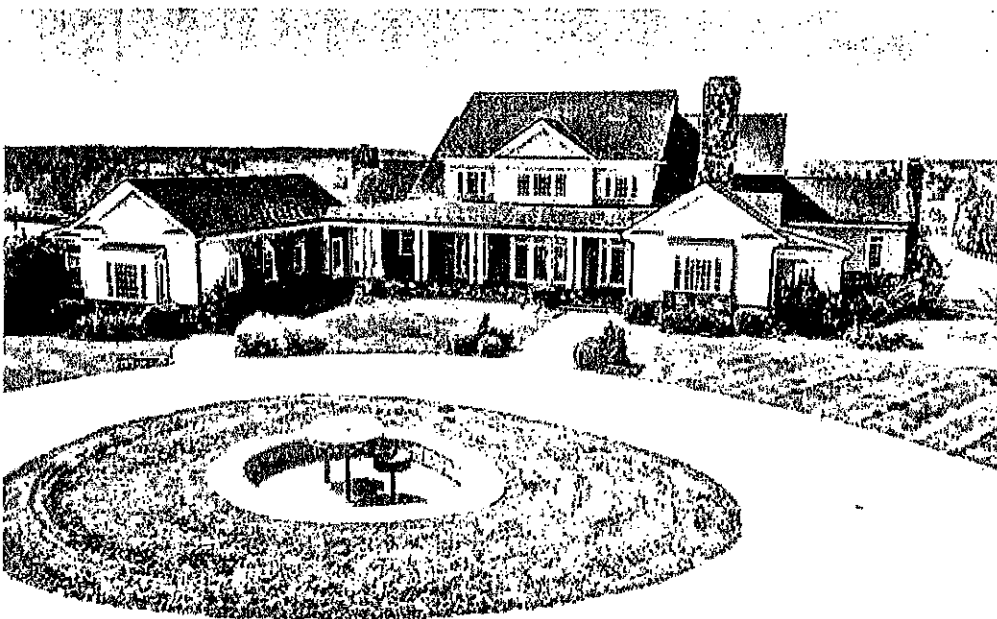
A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 21 AND THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 8 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN CONTAINING PART OF LOTS 9 AND 10 BLOCK 59 PLAT C OGDEN CITY SURVEY, BEING FURTHER DESCRIBED AS FOLLOWS:

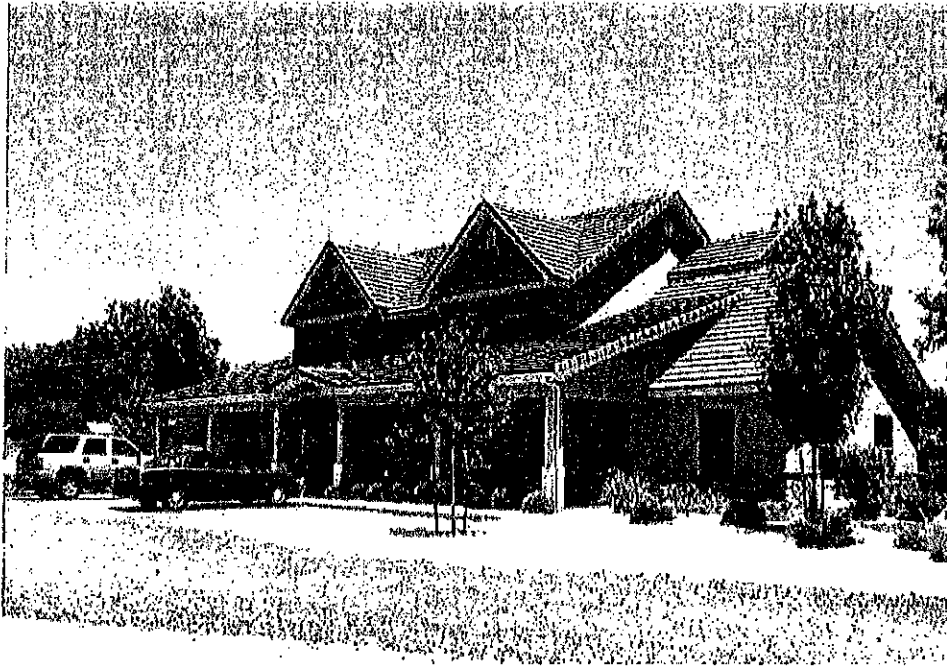
BEGINNING AT A POINT ON A CHAIN LINK FENCE RUNNING NORTH/SOUTH APPROXIMATELY 22 FEET NORTHERLY OF THE NORTH FACE OF THE OGDEN SCHOOL DISTRICT GARAGE WHICH LIES ABOUT 34 FEET EAST OF THE FENCE, SAID POINT LIES 378.49 FEET NORTH 89°02'00" WEST, AND 183.76 FEET NORTH 00°58'00" EAST FROM THE OGDEN CITY MONUMENT AT THE INTERSECTION OF JACKSON AVENUE AND 19TH STREET (NOTE: BASIS OF BEARINGS BEING SOUTH 00°58'00" WEST AS MEASURED BETWEEN OGDEN CITY MONUMENTS ALONG THE MONUMENT LINE OF JACKSON AVENUE AT 19TH STREET AND 20TH STREET.); AND RUNNING THENCE NORTH 00°58'00" EAST 196.79 FEET ALONG SAID FENCE TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 28 ALSO BEING A POINT ON THE SOUTH BOUNDARY OF STATE OF UTAH PARCEL 13-040-0031; THENCE SOUTH 89°05'47" EAST 5.99 FEET ALONG SAID NORTH LINE AND SOUTH BOUNDARY TO THE EAST LINE OF SAID STATE OF UTAH PARCEL; THENCE NORTH 00°58'00" EAST 156.32 FEET ALONG SAID EAST LINE TO THE SOUTHWEST RIGHT OF WAY LINE OF JACKSON AVENUE; THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID RIGHT OF WAY LINE: 1) 79.65 FEET ALONG THE ARC OF A 1096.78-FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 04°09'20" (CHORD BEING SOUTH 82°08'40" EAST 79.63 FEET); 2) SOUTH 60°02'00" EAST 147.78 FEET TO THE POINT OF TANGENCY OF A 238.44-FOOT RADIUS CURVE TO THE RIGHT, 3) 253.80 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81°00'06" (CHORD BEING SOUTH 29°32'00" EAST 242.04 FEET), AND 4) SOUTH 00°58'00" WEST 36.91 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 89°02'00" WEST 329.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 84,080 SQUARE FEET, OR 1.930 ACRES.

The attached photos are only included to give the planning commission some kind of idea of what the new center will look like. I also included a photo of the St. George center and the Utah County center (Which is a renovated older building). The new center will be approximately three times larger than the homes in the photos but similar in colors and materials used. Hopefully this will assist the commissions understanding of the final product.







ST. GEORGE CENTER



UTAH County Center

**HUNTSVILLE CITY
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 4th day of August, 2022.

Mayor

ATTEST:

Town Clerk

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 foregoing are referenced herein either 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 twenty (20) single family residential home sites in the Huntsville Town known as the Sage Development Project ("Project").
- B. The Town has granted preliminary and anticipate final approval to 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.A.~~ 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.
- ~~D.E.~~ Developer and Town seek this Agreement to outline the duties and obligations related to the management and operation of sanitary sewer to be performed by the Association.
- ~~E.F.~~ This pressurized sewer collection system has been approved by the Utah

Department of Water Quality and will consist of a pressurized sewer collection system with 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.

F.G. The purpose of this agreement is 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.
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 plat as Open Space Non-Residential Lot (For Sewer Infiltration System) (the “*Non-Residential Lot*”) on the proposed plat. 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 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 system, the Town shall at that time begin to provide oversight and supervision of the sewer systems through a third-party professionals selected and paid for by the Association, as determined in its sole and reasonable discretion. 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~~^A Body Politic as such are currently defined by Utah Law [under Rule 317-1-1](#), 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 mainline to the home are the responsibility of each lot owner.
6. **Easement.** The Town shall enjoy an easement on the Association property in order to conduct its inspections for purposes of ingress, egress construction, repair and any other related access needs.
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 this sewer system. 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 on an annual basis. The Town shall have no financial responsibility relating to the sewer system, except for routine inspections (collectively, the "*Town Inspections*"), which Town Inspections shall not occur more frequently than semi-annually (i.e., two (2) times per year). The Association shall be responsible for no more than Five Hundred and No/100 Dollars (\$500.00) per Town Inspection, as may be adjusted by the Town based upon the actual cost of the 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 document support evidence the actual and reasonable costs of such implementation.

8. **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 leechfield, drainfield, 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.

9. **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.

10. **Ownership.** The sewer system was designed to accommodate the connections for each lot in the Association.
11. **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.
12. **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.
13. **Amendment.** No subsequent amendment or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by each Party.
14. **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.

15. **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.
16. **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.
17. **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.
18. **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 or joint venturers 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.

19. **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.
20. **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, 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.
21. **Warranty of Authority.** The individuals signing this Agreement for the Parties each Grants, by his signature, that he has full authority to enter into this Agreement on behalf of the Party for whom signs.

[Remainder of page left intentionally blank. Additional pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective, duly authorized representatives as of the ____ day of _____, 2022 (the "Effective Date").

TOWN:

HUNTSVILLE TOWN

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF UTAH)
 §
COUNTY OF WEBER)

On this ____ day of _____, 2022, personally appeared before me _____, 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 Development Agreement on behalf of Huntsville Town, and who duly acknowledged to me that she / he executed the same for the purposes therein stated.

(Notary Public)

(Seal)

[Developer and Association signature and acknowledgement pages follow.]

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)

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

**AN ORDINANCE OF HUNTSVILLE TOWN, UTAH ADDING DEFINITIONS TO THE
TITLE 15.0; AMENDING 15.1 ALLOWABLE USE TABLE; 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, the Huntsville Town Planning Commission desires to establish additional definitions and update the Allowable Use Table;

WHEREAS, after publication of the required notice, the Planning Commission held its public hearing on May 19th, 2022, to take public comment on this Ordinance, and subsequently gave its recommendation to adopt this Ordinance on May 26th, 2022;

WHEREAS, the Town Council received the recommendation from the Planning Commission and held its public meeting on June 2, 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:

15.0 Definitions

~~A. Planned Residential Unit Development (PRUD) or Planned Residential Development (PRD)~~

15.1 Allowable Use Table

A. Change "Construction equipment storage" from "not permitted" to "conditional" in the A-3 zone with note that refers to title 15.10.3.E & 15.10.3.F n.

Commented [SH1]: do we need note? There is no 15.10.3E/F

B. Add "Public Utility Substation" as Conditional in the C-1, C-2 and A-3 zone.

C. Add "Internal ADU's" as Conditional in the R-1 and A-3 zone with note that refers to title 15.18.5

Commented [JJ2]: State Law changes - internal ADUs need to be permitted uses

Commented [SH3R2]: Listed in 15.18.5

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~~C.~~

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 Permitted Uses Requiring Five (5) Acres Minimum Lot Area
- 15.10.5 Conditional Use Standards
- 15.10.6 Single Family Dwellings
- 15.10.7 Permitted Signs
- 15.10.8 Planned Residential Unit Developments (PRUDs)

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 agricultural pursuits of a non-commercial scale, 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.

Commented [SH4]: why non-commercial, is raising yaks to sell meat non-commercial?

Commented [LP5R4]: I'd say it is commercial if selling meat or yaks.

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15.10.2 Agriculture Preferred Use

Agriculture and single family dwellings ~~is~~ are the preferred uses in this agricultural zone. All agricultural operations shall be permitted at any time, including the operation of farm machinery.

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No agricultural use shall be subject to restriction because it interferes with other uses permitted in the zone.

15.10.3 Permitted Uses

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

15.10.4 Permitted uses Requiring Five (5) Acres Minimum Lot Area

Option – The uses described below shall only be located east of Highway 39

- A. ~~Farms devoted to hatching, raising (including fattening as an incident to raising) of chickens, turkeys, or other fowl, rabbits, or fish, or fish.~~
- B. ~~Fruit and vegetable storage and packing plant for produce grown on premises.~~
- C. The raising and grazing of horses, cattle, sheep, or goats as part of a non-commercial farming operation, including the supplementary or full feeding of such animals provided that such uses raising and grazing when conducted by a farmer in conjunction with any livestock feed yard, livestock sales or slaughterhouse shall:
 - a. ~~Not exceed a density of twenty-five (25) head per acre of used and;~~
 - b. ~~Be carried on during the period of September 15 through April 15 only;~~
 - c. Be not closer than two hundred (200) feet to any dwelling, public or semi-public building on an adjoining parcel of land; and,
 - d. Not include the construction of any permanent fences, corrals, chutes, structures, or other building normally associated with a feeding operation.
- D. The use of farm equipment by a farm operator for off-farm contracting work to supplement farm income.
- ~~D.~~

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Commented [SH6]: The raising and grazing of cattle, horses, sheep or goats (should be permitted in 3 or 5 acres) with a maximum of 3 animals per acre. The supplementary or full feeding of such animals is permitted provided that it not be closer than 200 ft to a dwelling ...

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15.10.5 Conditional Use Standards

The following ~~are permitted uses~~ uses are subject to additional standards with conditions in the A-3 zone. Conditional uses must receive approval on a case-by-case basis from the Planning Commission and Town Council after an application is submitted.

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- A. Animal hospital, veterinary clinic; dog breeding; dog kennels; or dog training school on a minimum of three (3) acres and not exceeding 10 dogs of more than 10 weeks old per acre at any time; provided any building or enclosure for animals shall be located not less than one hundred (100) feet from a public street and not less than fifty (50) from any side or rear property line.

Commented [SH7]: Do we want 100 ft?

1. ~~Animal hospital or clinic, or dog training school on a minimum of three (3) acres and not exceeding 10 dogs of more than 10 weeks old per acre at any time; provided any building or enclosure for animals shall be located not less than one hundred (100) feet from a public street and not less than fifty (50) feet from any side or rear property line.~~

2. ~~Dog breeding and dog kennels on a minimum of three (3) acres, as an accessory use to a single family dwelling, limited to 10 dogs of more than 10 weeks old. Any building or enclosure for the dogs shall be located not less than one hundred (100) feet from a public street and not less than fifty (50) feet from any side or rear property line, as well as being located not closer than 40 feet from the residence and not closer than 70 feet from the nearest adjacent residence.~~

3. ~~1. Raising and slaughtering of rabbits limited to a maximum of five hundred (500) rabbits at any one time.~~

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2. ~~Slaughtering, dressing, and marketing on a commercial scale of chickens, turkeys or other fowl, rabbits, or fish, fish, frogs or beaver in conjunction with the hatching and raising of such animals on farms having a minimum area of five (5) acres.~~

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B. Greenhouse and Nursery limited to the sale of plants, landscaping materials, fertilizer, pesticide and insecticide products, tools for garden and lawn care and the growing and sale of sod. ~~Sale of goods is limited to materials produced on the premises and there is no retail shop operated in connection therewith.~~

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Commented [JJ8]: many communities are loosening this up to allow associated retail sales

C. Private Equestrian Training and Stable facilities on a minimum of 5 acres of land and at a density of not more than ten (10) horses per acre of land devoted exclusively to the keeping of the horses.

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Commented [SH9]: 3 horses per acre, as listed above with 3 maximum listed in 15.10.4

D. Public ~~E~~equestrian Training and Stable Facilities on a tract of land with a minimum of 10 acres in area and at a density of not more than 5 horses per acre.

Commented [SH10]: 3?

E. Construction equipment storage: the overnight parking of not more than one vehicle other than an automobile, light ~~truck~~truck, or recreation 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.

Commented [JJ11]: why the cross out?

F. The storage and use of light construction equipment such as a backhoe, front end loader or up to a ten-wheel truck for off-~~premise~~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.

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G. Bed and Breakfast Inns subject to the following standards:

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

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F.

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15.106.6 Single Family Dwellings

A. Use Regulations for Single Family Dwellings

Single-family dwelling use regulations are subject to the respective conditions in the R-1 zone. Please see 15.6.2.

1. ~~Only one single-family dwelling is allowed on an approved R-1-A-3 building lot.~~
- 2.
3. ~~2.~~ No single-family dwelling or a portion thereof, shall be rented for a term less than 30 days.
- 4.
- 5.
6. ~~3.~~ No single-family dwelling, or portion thereof, shall be rented while occupied by the respective owner.
- 7.
8. ~~4.~~ No single-family dwelling shall be occupied by more than four families, or combination of unrelated groups, within a 12-month period.
- 9.
- 10.
11. ~~5.~~ Temporary building for uses incidental to construction work, which buildings 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.
- 12.

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Commented [JJ12]: What does that mean? I can't rent out a room in my house?

Commented [SH13R12]: Correct. Single-family dwelling can only be occupied by one family unit except as listed in 15.18.5 (Internal ADU). Unless it is a licensed B&B

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6. Home occupations are allowed as regulated under Title 15.18.

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7. Accessory Structures or Buildings. No accessory structure or building, or portion thereof, shall be rented as a dwelling unit—including in-kind considerations.

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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.

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B. Area Regulations

The minimum lot area for a single-family dwelling shall be not less than three (3) acres.

C. Frontage Regulations

1. The minimum width of a lot, for a single-family dwelling, along the street frontage shall be one hundred thirty (130) feet on a three (3) to five (5) acre lot or three hundred feet (300) on a five (5) acre lot. Where the lot frontage is on a cul-de-sac, the 130-foot width requirement shall be along the front property boundary line running from one radial property side boundary to the other and measured perpendicular to the circumference of the set back of 30 feet of the cul-de-sac. Alleys shall not be considered street frontage unless the Town ~~Designates~~ it as such where no other street frontage is available.

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2. The frontage requirement minimum is one hundred twenty (120) feet on a three (3) acre lot or two hundred ninety feet (290) on a five (5) acre lot when an alleyway is the only reason for not being able to provide one hundred thirty (130) feet or three hundred (300) feet of frontage. All other frontage regulations from the R-1 zone apply. Please see 15.6.4.

Commented [SH15]: just alley not alleyway

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3. Transverse lot splitting will not be allowed if the frontage requirements stated in items 1 and 2 are not met for the newly formed lots.

Commented [JJ16]: maybe we ought to describe what that means here

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4. Primary vehicular access to the lot shall be from the frontage, unless lot is on corner of two public streets. If so, vehicular access can be from either street. If vehicular access on a corner lot is not designated as the frontage, the driveway or garage set-back should be no less than 20 feet from the property line and the frontage set-back no less than 30 feet from the property line. Primary vehicular access is defined as the access used to access the residence the majority of the time.

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2.5. Primary vehicular access to the lot must be identified on submitted site plan.

D. Every Dwelling is to be on a "Lot"

Every dwelling shall be located and maintained on a "lot" as defined in this ordinance; such lot shall have the required frontage on a public street or on a right-of-way which has been approved by Huntsville Town. No building may be located upon any area on the lot covered by an easement.

E. Front, Side and Rear Yard and Height Regulations

1. ~~Front, Side and Rear Yard and Height Regulations from the R-1 zone apply. Please see 15.6.6, 15.6.7, 15.6.8, 15.6.9. The minimum depth of the front yard for the dwelling and for private garages shall be thirty (30) feet from the property line.~~
2. ~~No obstruction to view in excess of two (2) feet in height shall be placed or permitted to remain on any corner lot within a triangular area formed by the street property lines and a line connecting them at points twenty (20) feet from the intersection of the street lines, except a reasonable number of trees pruned high enough to permit unobstructed vision to automobile drivers.~~
3. ~~The minimum side yard for any dwelling, private garage or accessory building shall be ten (10) feet. Measurement of the side yard shall be the distance between the wall of a structure (above or below ground) and the side property line. If the wall is built straight up from the foundation, the measurement can be made from the foundation wall. The only portion of the structure allowed to violate the ten (10) foot setback is a roof eave (option bay or box window) extending out 18 inches or less.~~
4. ~~Where the rear of a residential lot abuts the side of an adjoining residential lot, the minimum side yard for any dwelling shall be ten (10) feet. The minimum side yard for a private garage or accessory building shall not be less than ten (10) feet.~~
- 4.5. ~~Where the side of a residential lot abuts an alley, the minimum side yard for any residence will shall be ten (10) feet from the alley boundary. The minimum side yard for a garage or accessory building that abuts an alley will shall be one (1) foot measured from the alley boundary.~~
6. ~~For setbacks where the boundary is a natural stream or river corridor see the Huntsville Town Sensitive Lands Title 15.15.~~
7. ~~No building shall be erected to a height greater than two and one-half (2-1/2) stories or thirty-five (35) feet.~~

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8. No dwelling shall be erected to a height of less than one (1) story above ground.

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9. No building which is accessory to a single-family dwelling shall be erected to a height greater than thirty-five (35) feet.

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~~2.10.~~ ~~Building Height of:~~ Building height is defined as the vertical distance from the average of the highest natural grade and the lowest natural grade to the highest point of the coping of a flat roof, or to the deck line of a mansard roof, or to the highest point of the ridge of a pitch or hip roof. —see 15.15.

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F. Coverage Regulations

1. No single building shall cover more than twenty-five (25) percent of the area of the lot or parcel upon which it resides.
2. No group of buildings (including dwellings and accessory structures), in aggregate, shall cover more than thirty-five (35) percent of the area of the lot or parcel upon which they reside.

G. Special Provisions

1. ~~Public health requirements concerning domestic water supply and~~ sewage disposal shall comply with State and Weber/Morgan County 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.~~

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- ~~3.2.~~ 2. 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 Appeal authority so as to protect the building or structure from damage due to floods and so as not to increase the hazard to surrounding lands and buildings.

Commented [JJ17]: This really should be the Floodplain Administrator which should be the City Engineer. Old Fed law said AA but just not the right body in Utah

~~4.~~

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~~5.~~

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- ~~6.3.~~ 3. The required yard space shall be kept free of debris, refuse, or other inflammable material which may constitute a fire hazard, as further defined in the Huntsville Town Nuisance Title.

~~7.~~

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- ~~8.4.~~ 4. 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.

9.

10.

11. ~~No required yard or other open space around an existing building, or which is hereafter provided around any building for the purpose of complying with the provisions of this ordinance, shall be considered as providing a yard or open space on a lot whereon a building is to be erected or established.~~

12.

13.5. 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.

14.

15.

16.6. 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.

7.

H. Swimming Pools

Swimming Pool regulations from the R-1 zone apply. Please see 15.6.16

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 such 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.

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 meeting 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.

15.16.7 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.

15.16.8 Planned Residential Unit Developments (PRUDS)

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Commented [JJ18]: Not sure what that means!!!

Commented [LP19R18]: Is it implying that each building needs its own setback? two buildings cannot both claim a space requirement.

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Commented [LP20]: Lighting, 15.22.7 states a building permit is needed to install outdoor lighting. And such lighting must comply with the ordinance.

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Planned Residential Unit Developments (PRUDS) are not allowed in the A-3 zone.

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 2nd 6th day of ~~June~~May, 2022.

RICHARD L SORENSEN, Mayor

ATTEST:

BECKKI ENDICOTT, Town Clerk

RECORDED this 2nd 6th day of ~~June~~May, 2022.
POSTED this 2nd 6th day of ~~June~~May, 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 on the above referenced dates.

BECKKI ENDICOTT, Town Clerk

DATE: 6/22/25/26/22

HUNTSVILLE TOWN, UTAH
REQUEST FOR STATEMENT OF QUALIFICATIONS
INSTRUCTION
Huntsville Town Recreation and Municipal Building
June 21, 2022

Statement of Qualifications Due
July 7, 2022
5:00 p.m.

Huntsville Town
Attn: Beckki Endicott, Huntsville Town Clerk
801-745-3420
7381 East 200 South
bendicott@huntsvilletown.com

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) FOR HUNTSVILLE TOWN RECREATION AND MUNICIPAL BUILDING

In accordance with Utah Code Annotated §11-39-103, 1953 as amended, request is hereby made for proposal for the design and construction of the Huntsville Town Recreation and Municipal Building subject to the following:

1. Receipt. The Statement of Qualification (SOQ) must be submitted and received by Beckki Endicott, Town Clerk, from the architectural design and contractor team (hereafter referred to as the "team").

Submission must be made at the Town Office, 7381 East 200 South, Huntsville, Utah 84317, no later than 5:00 p.m. on July 7, 2022.

2. Project Work Description. The SOQ from the team is for the construction of the new Huntsville Town Recreation and Municipal Building, located at approximately 7450 East 200 South Huntsville, Utah 84317.
3. Project Completion. All work covered by the contract and all documents related to this project shall be completed by November 1, 2022.
4. Proposal Deadline. The SOQ must be received at the Town Office, 7381 East 200 South Huntsville, Utah, no later than July 7, 2022, at 5:00 p.m.
5. Document Availability. A packet containing additional information relating to this SOQ may be obtained at the Town Office, 7381 East 200 South, Huntsville, Utah 84317, upon application at no cost.
6. Waiting Period. A waiting period of 30 calendar days from the date of opening of SOQ to the awarding of the contract may be required.
7. Project Administration. The SOQ's will be opened and ranked by the mayor and his review committee. The committee shall formulate recommendations for the town council to consider based upon criteria outlined in this RFSQ, including but not limited to financial strength, past performance, integrity, reliability, and other factors that the local entity uses to assess the ability of a bidder to perform fully and in good faith the contract requirements for a design-build project. All questions relative to this project prior to the opening of the bids, shall be directed

to Jared Andersen, Town Engineer, jandersen@sunrise-eng.com. Question period will terminate July 1, 2022.

8. Reserved Rights. Huntsville Town, by and through its chief elected official, reserves the right to reject any or all proposals, to waive an informality in a proposal, and to make awards in the interest of Huntsville Town.

HUNTSVILLE TOWN RECREATION AND MUNICIPAL BUILDING PROJECT SUMMARY

1. Project sponsor: Huntsville Town, Utah (the Town).
2. Location: 7450 East 200 South Huntsville, Utah 84317.
3. Lot Size and Zoning: 1.3 acres. All local zoning regulations must be followed including building design incorporating earth-tone colors that emphasize a rural community.
4. Request Services: A qualified team of General Contractors/Architects for the layout, design, and the construction of the new Community Center. The project will be segmented into phases. The first phase will be the determination of the facility size and layout with and approximate construction cost. The second phase will be the detailed design phase, with the necessary plans, specification, and supporting equipment and materials. The final phase will be the actual construction of the facility. Size = 6,000 to 10,000 square feet. Budget = approximately \$2,400,000 (separated \$900,000 community center, \$1,300,000 municipal offices). Bond required = \$1,000,000.
5. Sources of Funding: Huntsville Town, CDBG Funds.
6. Project Engineers: Jared Andersen, P.E. Town Engineer, Sunrise Engineering, 5711 South 1475 East, Ogden UT 84403. Phone: (801) 528-1141
7. Proposals due date: July 7, 2022, 5:00 p.m.
8. Publication: Utah Public Procurement Place (U3P)
9. Proposal Formats: Eight (8) copies of the proposal are required. Responses to this request will be made in accordance with the guidelines and information provided herein. The Town reserves the right to interview respondents or to request product demonstrations as part of the proposal evaluation process and to reject any or all proposals.

10. Submit proposals to: Beckki Endicott, Huntsville Town Clerk, 7381 East 200 South, Huntsville Utah 84317. bendicott@huntsvilletown.com.

HUNTSVILLE TOWN RECREATION AND MUNICIPAL BUILDING

1. INTRODUCTION

This RFSQ is intended to select a Design/Build Team to provide for the layout, design, and the construction of the new town recreation and municipal building located at approximately 7450 East 200 South Huntsville, Utah 84317. (See proposed site location in attached Exhibit "A"). An analysis of the needs for the facility is described as follows:

1. Community Center with future expansion (\$900,000):
 - o Estimated 200-300 patrons
 - o Multi-purpose room with overflow access to Legislative Chambers
 - o Kitchen for interior and exterior service
 - o Community center office
 - o Game/project rooms (3-5)
 - o Exercise room
 - o Display/computer/media room
 - o History Museum and office
 - o Interior Restrooms/restrooms to be accessible from exterior for park area
 - o Exterior bowery seating 50 people for outdoor senior activities (if funds allow)
 - o Parking area and associated facilities
2. Municipal Building with future expansion (\$1,300,000)
 - o Legislative Chambers – approximately 100 persons capacity, and overflow access to Community Center multi-purpose room.
 - o Conference Room with access from Legislative Chambers.
 - o Executive Offices:
 - Reception/Secretary
 - Mayor – with access to small conference room.
 - Administrator – with access to same conference room as mayor.
 - Town Recorder/Treasurer/Budget Officer
 - Community Development Director/Public Works
 - o Public restrooms & employee restrooms
 - o Copy room, break room, fire resistant archives, & storage room
 - o IT/electrical/janitorial/electrical rooms

The SOQ should also consider parking requirements, outdoor security and safety lighting, ingress and egress, equipment, integrated phone, audio/visual, security, and computer network systems required, fire sprinkler system, fire resistant archive area, storage, and so forth. The lot location is shown in Exhibit "A" is provided. A concept layout is provided in Exhibit "B" for your convenience only. The successful proposal may vary from the proposed layout. The selected team will determine design alternatives and then review them with the mayor and his committee who shall make ranking and recommendations, and then present them to the Town Council for final approval. Planning Commission approval is required for the site plan. The actual design and construction integrate comments from Town staff, Town engineer, and design and construction professionals.

2. SCOPE OF WORK

Project is to be constructed on Town owned property located at approximately 7450 East 200 South Huntsville, Utah.

Project size and layout is based upon an estimation of municipal needs as outlined above, and anticipated departmental needs. The facility needs is the estimate of the Town staff, based upon the best available information at this time this request is made. It is anticipated that the actual building areas will be adjusted, based upon final recommendations from the parties involved.

All considerations of the proposal should be calculated based upon the 20-year service requirements.

3. OBJECTIVES AND TASKS:

1. Planning. A successful proposal will contain data from the applicable Town departments regarding the needs and space requirements for their area of the building. This will allow the design team to begin the determination of various options for the building layout. It is anticipated that aerial photos, geotechnical reports, drawings of adjacent roadway and utility facilities, and landscaping and parking requirements will be analyzed, in addition to other pertinent issues.
2. Evaluation. The next phase of the project will evaluate the level of service that the Town would like to provide with the building. This decision requires staff comment, and the concurrence of the mayor. It is anticipated that a report will also be prepared in accordance with the mayor's and his committee recommendations to the Town council for final approval. This report will provide Town council with the various options for construction, based upon various levels of service that may be provided in the future. A

decision would then be made as to the level of service that the Town Council would feel comfortable with, and the design parameters would then be set. The successful Team will provide various recommendations of options for efficiency of service, based upon the expertise and experience in design and building they possess. The levels of service provide service for 20-years or more. Alternative may be considered that include sufficient detail for the staff and Town Council to make recommendations and form the final decision as to the final product. This would include, but not be limited to, basic engineering feasibility, initial costs estimates, and the major impacts on surrounding land, infrastructure and environment.

3. Building Recommendations. The successful Team will provide various recommendations, during the analysis and design phases, so the Town can make informed decisions regarding the building. Cost estimates will be of great importance during each phase of the analysis, design, and construction.
4. Design and Construction. Building design to be completed, based upon the final parameters defined by the Town, and the Team would follow a strict and detailed time-line for design and construction of the Building. The project will follow a detailed "design-to-build-to-occupancy" schedule, and the compliance to the schedule is of the utmost importance to the Town. It is anticipated that sufficient Liquidated Damages will be incorporated into the Contract to encourage compliance with such a schedule. Zoning regulation compliance strictly followed. Building must incorporate earth-tone color that fit a rural community. Integrated phone, audio/visual, security, and computer network systems required.
5. Federal Law. The Team should incorporate in its cost estimates Davis-Bacon wages and other federal and state requirements applicable to projects that involve CDBG (Community Block Grant) funding. The Team must separate costs, by square footage, for the senior center and municipal office, including parking, sidewalk and landscaping. These separate costs must be strictly tracked by the Team. The Team must expect and anticipate compliance enforcement and audits by Town staff, State official, or other officials also in this respect.
6. Final Acceptance and Occupancy. It is anticipated that the Team would have the Building ready for occupancy by or before December 1, 2023.

PLAN COORDINATION WITH TOWN

The General Contractors/Architects must coordinate with Town staff on the project. Interviews may be requested by Town staff. At least one meeting with the planning commission and Town Council should be anticipated. The plan must conform to Town, State, and National Standards and Codes.

4. QUALIFICATIONS

Parties submitting a response this RSFQ shall be able to demonstrate capability to comply with the following minimum requirements:

1. The General Contractors/Architects must provide a summary of experience and performance on similar projects with similar complexity during the past three years.
2. The design/Build Team must be bondable for at least \$1,000,000.
3. References from previously completed projects of similar or greater size and complexity.
4. Description of capabilities and background of qualified personnel and firm profile.

5. PROPOSAL REQUIREMENTS

Requirements of the response to the RFSQ shall include:

1. A letter of introduction.
2. Maximum 12 printed pages, single or double spaced, one side of the printed sheet only, in addition to appropriate brochures, drawings, and equipment submittals.
3. The names, addresses, telephone numbers, and current licenses of both the Architect, Engineer, and Contractor (names of the principals in each firm).
4. All key personnel, from each firm, that will be assigned to the project, and their anticipated involvement (by percentage or hours) in the project.
5. Past projects that relate to similar Town or government design/construction of a similar size, scope, etcetera. The name & telephone of a contract person from that entity, who will be familiar enough with the past project to give a reference.
6. A statement of the Teams abilities or attributes that will give an indication of the expertise to complete the project on-time-and-on-budget, with a minimum of change orders and problems.
7. A detailed time-line schedule for the completion of the plans. The intent of the RFSQ is to have a completed recommended plan and report for the Town Council on October 6, 2022.
8. The contractor shall provide at the contractors expense insurance as outlined in Exhibit "C" for said contractor and employees in connection with their work under this contract.
9. The contractor shall indemnify and hold harmless the Town against and from all liability,

claims, damages, demands and cost, including attorney fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the performance of the work under this contract.

6. EVALUATION PROCEDURE/CRITERIA FOR SELECTING CONTRACTOR

A panel lead by the mayor will evaluate and assign points to each SOQ submitted. The respondent with the SOQ scoring the highest number of points may be awarded the contract upon approval of the Town Council. The Town reserves the right to award the contract to a respondent with less than the highest number of points if it is unable to successfully negotiate with the respondent with the highest scoring SOQ. A total of 100 points will be assigned base on the following criteria:

1. Qualifications and Experience. Includes performance and references for similar type and size of projects. (35)
2. Compliance with the requirements of this RFSQ. (15)
3. Locality of the consultant. (5)
4. Ability of the respondent to meet the time restraints. (25)
5. Criteria relating to financial strength, past performance, integrity, reliability, and other factors that the local entity uses to assess the ability of a bidder to perform fully and in good faith the contract requirements for a design-build project. (20)

The SOQ should be clear, concise, and refrain from extensive narrative. It shall provide an understanding of the consultants ability to supply a satisfactory conceptual plan in the time frame and costs required.

Teams will be scored on their qualifications and then negotiate a contract/price after awarding to the team with the highest score after reviewing the SOQ. If Huntsville Town is not able to come to an agreement with the first team, Huntsville Town will move to subsequent teams to negotiate a contract with them.

7. AUTHORIZATION TO BEGIN WORK

The selected Team will be given a written Notice of Award within ten (10) days following the final proposal review by the Town Council. Planning commission shall also approve any site plan and make any changes it deems appropriate. Following site plan approval, an Agreement for providing the General Contractor/Architectural Design Plans will be entered. Provided both parties consent to the terms of the contract, a Notice to Proceed will issue to the Contractor/Architect to commence work.

Upon notice to proceed, the Contractor/Architect shall begin the plans and specifications and associated construction. The Contractor/Architect is responsible for all surveying, soil testing,

landscaping, design, construction, and permits (no fees are assessed for site plan and building permit, however, storm water and impact fees may apply).

8. DESIGN-BUILD TENTATIVE SCHEDULE

The tentative Schedule of events for the project shall be as follows:

1. SOQ to be received by July 7, 2022.
2. Mayor and committee to review with staff.
3. Interviews to be made.
4. Report and recommendation to Town Council on July 21, 2022, and final approval.
5. Negotiation of Contract.
6. Planning Commission site plan approval on August 25, 2022.
7. Make any additional change as per planning commission.
8. Enter final Contract within next 20 days.
9. Sub bids
10. Issue notice to proceed after Agreement entered.
11. Commence construction.
12. Ground breaking
13. Ongoing audit and enforcement during construction.
14. Final project completion December 1, 2023.

EXHIBIT A



EXHIBIT B

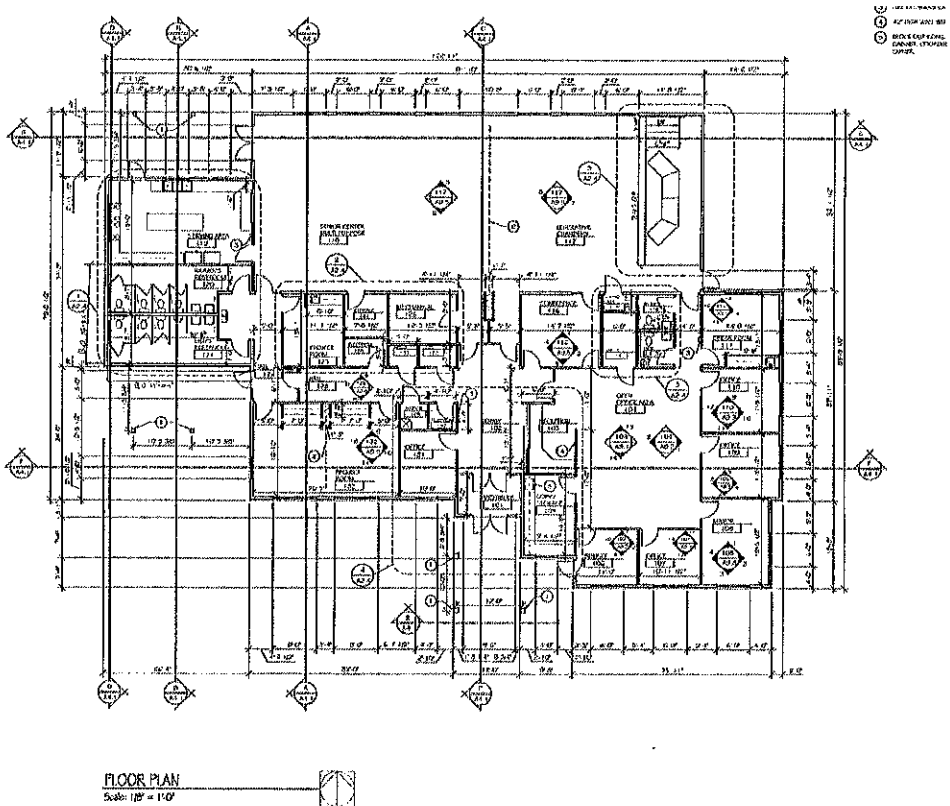
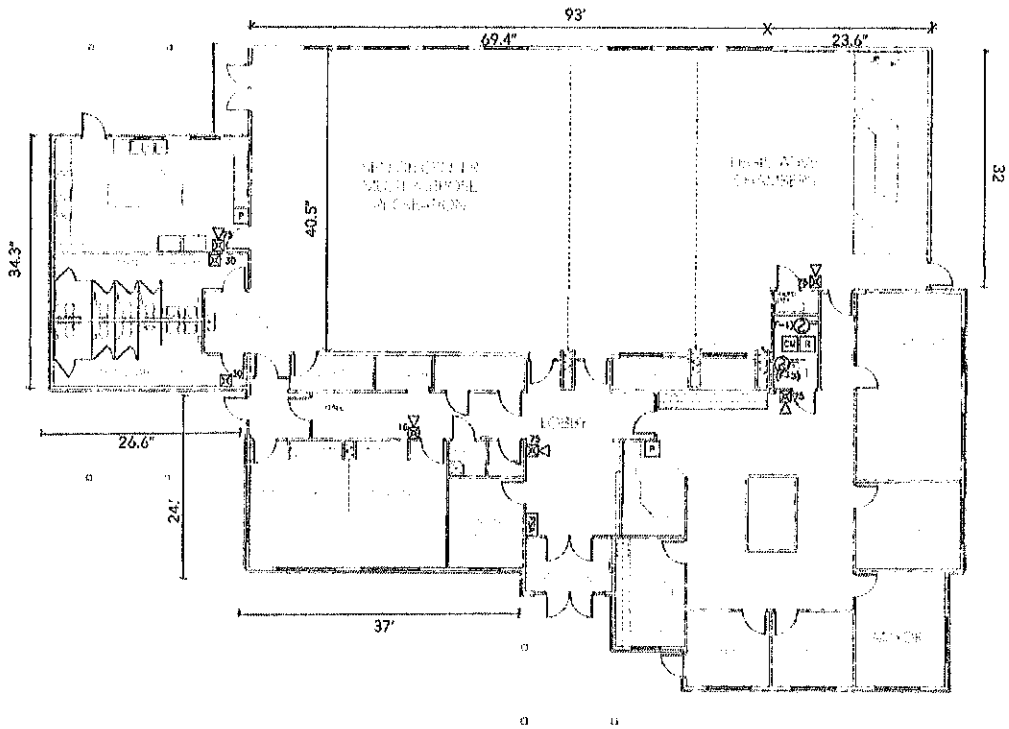


EXHIBIT "C"

INSURANCE REQUIREMENTS FOR PARTIES CONTRACTING WITH THE HUNTSVILLE TOWN FOR GENERAL/ARCHITECTURAL DESIGN SERVICES

Contracting party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons by the contracting party, his agent, representatives, employees or subcontractor. The cost of such insurance shall be included in the Contracting parties proposal.

1. MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits provided in the Contract, but in no event less than as follows:

- A. General Liability. \$1,000,000 combined single limit per occurrence, personal injury and property damage. \$2,000,000 aggregate Broad Form Commercial General Liability is required. (ISO 1993 or better) "Limits to apply to this project individually".
- B. Automobile Liability. \$2,000,000 per occurrence. "Any Auto" coverage is required.
- C. Workers' Compensation. Workers' compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$100,000 per occurrence.
- D. Professional Liability. \$1,000,000 combined single limit per claim, \$2,000,000 aggregate.

2. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self insured retention, exceeding 5% limit of policy, must be declared to and approved by Huntsville Town, either; the insurer may be required to reduce or eliminate such deductible or self-insured retention as respects Huntsville Town, its officers, official and employees; or the contracting party may be required to procure a bond guaranteeing payment of losses and relate investigations, claims distribution and defense expenses.

3. NOTICE OF INCIDENT OR ACCIDENT

Contracting party shall agree to disclose to Huntsville Town, all incidents or occurrence of accident, injury, and/or property damage covered by the insurance policy or policies.

4. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- A. General Liability, Automobile Liability, Workers' Compensation, and Professional Liability.
- B. Huntsville Town, its officers, officials, employees and volunteers are to be covered as an additional insured as respects; liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the contracting party; premises owned, leased, hired, or borrowed by the contracting party. The coverage shall contain no special limitations on the scope of protection afforded to the Huntsville Town, its officers, officials, employees or volunteers.
- C. The contracting party's insurance coverage shall be a primary insurance as respects to Huntsville Town, its officials, employees and volunteers. Any insurance or self insurance maintained by Huntsville Town, its officials, employees or volunteers shall be in excess of the contracting party's insurance and shall not contribute with it.
- D. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Huntsville Town, its officers, employees or volunteers.
- E. The contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
- F. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to Huntsville Town.

5. ACCEPTANCE OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A- VIII and in the limits as listed in this document, unless approved by the Town administrator.

6. VERIFICATION OF COVERAGE

Contracting party shall furnish Huntsville Town with acceptable certificates of insurance and with original endorsements effecting coverage by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Huntsville Town reserves the right to require complete, certified copies to fall required insurance policies with all endorsements, at anytime.

7. SUBCONTRACTORS

Contracting party shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. L1 coverages for subcontractors shall be subject to all of the requirements stated herein.