

RESOLUTION 2025-5-1

APPOINTING BRENT N. BATEMAN AS HUNTSVILLE TOWN APPEAL AND VARIANCE AUTHORITY AND TO SET THE GENERAL TERMS OF THE POSITON

WHEREAS, Huntsville Town, from time to time, has appeals of their land-use decisions, or requests for variances from land use ordinances;

WHEREAS, the Huntsville Town Code establishes that the Mayor shall appoint an appoint an individual as the Appeal and Variance Authority, subject to the advice and consent of the Town Council; and

WHEREAS, Huntsville Town has solicited the services of Brent N. Bateman, an experienced land-use attorney, to act as the Appeal and Variance Authority and he has expressed interest in this appointment;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF HUNSTVILLE, UTAH:

SECTION I: Appointment of Appeal and Variance Authority. The Huntsville Town Council hereby consents to the appointment of Brent N. Bateman as Appeal and Variance Authority (“**Appointee**”), on the terms and conditions below.

SECTION II: Term. Such appointment shall continue until revoked by the Mayor, or until the resignation or removal of the Appointee. The Mayor may remove Appointee from the office of Appeal and Variance Authority, or the Appointee may resign from office, at any time and for any reason, except during any period between the commencement of any appeal or variance action, and the issuance of the decision thereof;

SECTION III: Alternates. For any reason, the Mayor or Appointee may determine that an individual other than Appointee should hear a particular appeal or variance. In such case, an alternate Appeal and Variance Authority may be appointed for that particular action. Appointee of an alternate for a particular action shall not be a removal of the Appointee from office, unless expressly stated otherwise;

SECTION IV: Compensation Terms. Mayor shall enter into such terms for compensation of the Appeal and Variance Authority as may be agreed between the parties, all in accord with Town Ordinances;

SECTION V: Repealer. All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict;

SECTION VI: Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Town Council of Huntsville, Utah this **1st day of May, 2025.**

VOTES	AYE	NAY	RECUSED	EXCUSED
Mayor Richard Sorensen	X			
CM Bruce Ahlstrom	X			
CM Sandy Hunter	X			
CM Artie Powell	X			
CM Lewis Johnson	X			


RICHARD SORENSEN, Mayor

ATTEST:

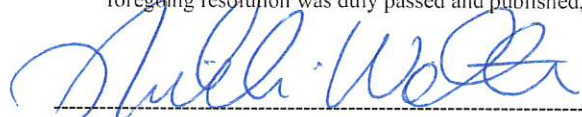

NIKKI WOLTHUIS, Deputy Clerk



RECORDED this 1st day of May, 2025.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

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


NIKKI WOLTHUIS, Deputy Clerk

DATE:

5-12-2025

**Mailing Address**

P.O. Box 267
Huntsville, UT 84317

Phone

801.745.3420

Web

www.huntsvilleutah.gov

Mayor

Richard L. Sorensen

Town Council

Sandy Hunter
Artie Powel
Bruce Ahlstrom
Lewis Johnson

Town Clerks

Beckki Endicott
Shannon Smith
Nikki Wolthuis

Treasurer

Melissa Knowles

Attorney

Bill Morris

May 1, 2025

Brent N Bateman

Dentons Durham Jones Pinegar P.C.

307 North 500 East, Suite 300

Lehi, UT 84043

Dear Mr. Bateman:

As you are aware, the Huntsville Town Council has consented to your appointment as Huntsville Town Appeal and Variance Authority. In accordance with Huntsville Town Ordinance section 15.5.3, you are hereby appointed to that office on the terms and conditions below. Please indicate your acceptance of that appointment by signing this letter and returning it to me.

This appointment is subject to the following terms, to which Huntsville Town expressly agrees:

1. Your appointment as Town Appeal and Variance Authority is independent of any department of or affiliation to Huntsville Town. You are expected to be fair, just, unbiased, and reasonable in your decisions, and to follow all applicable laws and ordinances.
2. Your appointment is not a legal representation of any kind of Huntsville Town by you or your law firm, Dentons Durham Jones Pinegar.
3. During the appointment, you may represent property owners and developers, even in matters where they are applying in and/or adverse to Huntsville Town. All conflicts of this type are hereby waived by Huntsville Town. This waiver does not extend to you any matter where you are acting directly as Appeal and Variance Authority. Accordingly, you will not represent a third party in a matter where you have acted as Appeal and Variance Authority, and you will not act as Appeal and Variance Authority for any matter where you represent a third party.
4. Your fee is not a fixed fee, but should be related to the amount of time you expect to spend on a particular matter. You and I will negotiate the fee for each matter based on the difficulty and the amount of time you expect to spend on the matter. The Town is not obligated to accept your proposed fee. If we cannot



agree on a fee, you will assist the Town in finding and appointing an alternate Appeal and Variance Authority.

5. The Town may charge some, or all, of your fee to the party seeking the appeal, and will collect the fee therefrom as a condition of continuing with the appeal or variance. In any event, you shall collect payment of your fee from the Town, and not any party. The Town will pay your fee upon presentment of an invoice, and following review thereof for compliance with the terms of your appointment.

Thank you for your time and your service to the citizens of Huntsville.

Sincerely,

Acknowledged and Agreed: _____

Brent N. Bateman