

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING

Tuesday, April 8, 2025, 3:00 p.m.

Huntsville Town Hall, 7474 East 200 South, Huntsville

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

Citizens: Mark Goodson, Tommy Christy, Ron Gault

Mayor Sorensen welcomed those in attendance and turned the time over to Ron Gault for some concerns regarding the water.

Public Comments:

Ron Gault wanted to keep the Town Council aware of efforts to isolate another water leak in Huntsville's culinary lines. Ron stated that the town is losing approximately 5-6 million gallons of water per day. The water calculations are based on Angie's water calculations. The Town uses about 1 million gallons of water per day. The water team believes there is another leak in a remote location. Ron Gault shared his data with the Town Council. He walked the water line and had the leak detection team out. He would like to see another valve installed. Ron Gault will meet with his staff to decide where they need to put the value to isolate another leak.

Discussion and/or action on Resolution 2025-04-08: Lease Agreement with Mark Goodson.

Mark Goodson had some concerns about the lease agreement. Mayor Sorensen went through the concerns individually.

Mayor Sorensen wanted to talk about an arrangement for flooring repair for the old Huntsville Town Office building. Mark Goodson has received several bids and one for \$10,000 to upgrade and repair the 350 square-foot floor in the old Town Hall office. The bids were for solid wood. Mayor Sorensen said that he would accept the bids that Mark Goodson has offered but wanted the Town administration to go ahead and work to upgrade the floors to see if it could be done at a lesser cost. TCM Lewis Johnson has some contacts for flooring. TCM Johnson will work on getting some additional bids and solutions for the old Town Hall Office. The move in date requested was May 1st.

Mayor Sorensen will have Attorney Bill Morris adjust the concerns in the lease agreement that was discussed today.

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING

Tuesday, April 8, 2025, 3:00 p.m.

TCM Sandy Hunter motioned to approve the lease agreement with the edits discussed in the meeting regarding the agreement. TCM Lewis Johnson seconded the motion. Roll Call Vote. All Votes Aye. Motion passed.

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

Mark requested that a screen door be installed on the front door. Mayor Sorensen will research what it would take to install a door.

TCM Sandy Hunter motioned to adjourn the meeting. TCM Lewis Johnson seconded the motion. All votes Aye. Motion passed.

Meeting adjourned at 3:42 p.m.


Beckki Endicott, Town Clerk

**HUNTSVILLE TOWN
RESOLUTION NO. 2024-4-8
LEASE AGREEMENT**

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ADOPTING A
LEASE AGREEMENT WITH MARK GOODSON; SEVERABILITY; AND
EFFECTIVE DATE.**

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

WHEREAS, Utah Code §10-3-717 allows the governing body of Huntsville Town to exercise all administrative powers by resolution including rental and use of municipal property;

WHEREAS, Mark Goodson and the Town negotiated the Lease Agreement attached hereto as Exhibit "A" and incorporated herein by this reference;

WHEREAS, the Town desires to approve this Lease Agreement;

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

Section 1: Agreement. The Mayor is hereby authorized to finalize and execute the terms of the Lease Agreement set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

Section 2: Extension. The Mayor is responsible and authorized to extend the term of the Lease Agreement and otherwise manage the Lease Agreement according to the terms provided therein.

Section 3: Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED by the Town Council on this ____ day of April 2025.

RICHARD SORENSEN, Mayor

ATTEST:

Town Clerk

Resolution 2025-4-8 Exhibit "A"
Lease Agreement

1. Parties. This Lease Agreement ("Agreement") is designed to be a basic lease by and between: MARK GOODSON, located at 7381 East 200 South, Huntsville, Utah, 84317 ("Tenant") and HUNTSVILLE TOWN, located at 7474 East 200 South, Huntsville, Utah 83317, ("Landlord"), and collectively referred to as the "Parties" to this Agreement.
2. Term. The term of this Agreement is from May 1, 2025, ("Start Date") and will end on April 30, 2028, ("End Date"). This Agreement may be renewed for up to three (3) additional three (3) year terms by a separate written extension signed by both Parties subject to additional Rent as negotiated between the Parties along with any annual increase.

Rent. In consideration for this Agreement, Tenant agrees to pay to Landlord the amount of \$390.00 for "Rent" at: 7381 East 200 South, Huntsville, Utah 84317 ("Address"), due on the 1st ("Day") of each month to the Landlord, or within a ten (10) day grace period from the Day. Rent shall increase each year on April 1, a maximum of three (3) percent. ~~Tenant shall be provided a credit towards Rent up to a maximum of \$7,000 for repair and offset to replace the flooring at the Address. Tenant shall provide receipts for said flooring replacement to Landlord as evidence for the Rent repair and offset.~~

3. Use. The purpose of this Agreement is for an art studio, which is in compliance with local zoning regulations. No other use is permitted at the Address without prior written consent of the Landlord.
4. Validity and Utilities. This Agreement is valid from the Start Date to the End Date for the term(s) provided herein. The Tenant is responsible for ~~all taxes, assessments, and utilities,~~ including but not limited to: water, ~~stormwater,~~ gas, electricity, garbage collection and disposal, telecommunications and internet, and any other utility whatsoever.
5. Release. Tenant hereby agrees to indemnify, defend, and otherwise hold the Landlord, including its officers, officers, agents, contractors, employees, volunteers, or any person or persons, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the Landlord including its officers, officers, agents, contractors, employees, volunteers, or any person or persons.
6. Insurance. Tenant agrees to maintain adequate insurance to cover the stated Purpose and all personal property, along with insurance to cover any liability arising at the Address,

arising under this Lease, and otherwise arising under this Agreement, and Tenant shall name the Landlord as an additional insured under any insurance policy(s). Tenant shall provide proof of any insurance to Landlord upon request.

7. Conduct. User further agrees and is bound to the Rules of Conduct that may be provided separately by the Landlord to the Tenant. Tenant is responsible for any and all damage, injury, negligence, environmental hazards, and cleanup from Start Date to End Date under this Agreement. Tenant shall not maintain or store any hazardous materials or chemicals at the Address. Tenant shall maintain the Address and ground in clean and good order at all times, and free of any nuisances.
8. General Provisions. This is the entire Agreement of the Parties. This Agreement is subject to the laws of Utah and any case may only be brought in the Second District Court. Interpretation under this Agreement is the standard rules of contract as governed by the laws of Utah.

By providing a signature below both Parties voluntarily agree to all terms and conditions of this Agreement.

FOR LANDLORD:

FOR TENANT:

Date: _____

Date: _____