

## MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING

Thursday, May 1, 2025, 6:00 p.m.

Huntsville Town Hall, 7474 E. 200 South, Huntsville

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

**Citizens:** Lt. Butler, Liz Poulter, Corey Cozzens, Ron Gault-Water board chair, Jeff Keeney, Blaine Vernon- Maintenance, Esther Hansen, Jeff Hansen (Facetime)

1 Mayor Richard Sorensen called the meeting to order.

There is a full quorum present.

2-Pledge of Allegiance led by Lt. Butler

3-Opening Ceremony given by Artie Powell

4-Public Comments:

Sarge Tovar reported on recent activities at the American Legion. He spoke about Memorial Day services and honoring Ambrose Hadley, a WW II vet. This year's program will be at noon at Cemetery Point. The Town Council asked Lt. Butler for a police escort to get into the cemetery. Sarge Tovar concluded with a review of upcoming activities including June Jam and Father's Day.

5. Sheriff's Report

Lt. Butler stated that in the first quarter there were 97 reports in Huntsville.

He explained that the officers in Weber County are currently working hundreds of overtime hours.

The Ogden Marathon will be on May 17<sup>th</sup> and the UHP will be helping direct traffic at the Huntsville intersections. He announced that the Wounded Warrior and RAGNAR races have both been canceled this year.

In addition, he explained that the County is raising their parking fines around Pineview Reservoir from \$50 to \$150. The Town Council spoke about Huntsville also raising their fines to match Weber County's. The TC felt that people will park in the Town's "no-parking zones" to avoid higher fines from the county, especially if Huntsville's remain at \$50.

The Sheriff's department is considering doing a checkpoint this year down at Cemetery Point.

TCM Sandy Hunter asked if Huntsville could get a sheriff to patrol the area on weekends because kids are starting to ride their ATVs illegally in town.

6. Discussion and/or action on approval of Minutes for TC Meeting March 20, 2025 (See Attachment #1)

**TCM Sandy Hunter motioned to approve the Minutes for TC Meeting March 20, 2025. TCM Powell seconded the motion. All votes Ayes. Motion passed.**

7. Discussion and/or action on approval of Minutes for Work Session March 26, 2025 (See Attachment #2)

**TCM Sandy Hunter motioned to approve the Minutes for Work Session March 26, 2025. Mayor Sorensen seconded the motion. All votes Ayes. Motion passed.**

8. Discussion and/or action on approval of Minutes for TC Meeting April 8, 2025 (Attachment #3)

**TCM Sandy Hunter motioned to approve the Minutes for TC Meeting April 8, 2025. TCM Johnson seconded the motion. All votes Ayes. Motion passed.**

9. Discussion and/or action on approval of Food Sales at Huntsville Park during Rec baseball Games (See Attachment #4)

Beckki, Town Clerk, explained that Ogden Valley Rec wants to sell food at the park this summer during baseball games. She said that they would need a peddler's license. Mayor Sorensen and others said that OV Rec. has been a responsible group. They have improved the park and there haven't been any problems during the games.

**TCM Ahlstrom motioned to approve the OV Rec selling prepackaged food at the park with a peddler's license and if they want to prepare food onsite, they will need to get a food handlers permit from the county. TCM Powell seconded the motion. All votes ayes. Motion passed.**

Later in the meeting Corey Cozzens, a representative of OV Rec., came and explained that they would be getting food trucks to come to the park during a couple of games this summer. He asked the Town to help advertise it so they could get a good turnout. The TC thought the northwest corner of the park would be a good spot. TCM Hunter said they could put it in the newsletter.

10. Discussion and/or action on approval of repairs for Jeff Hansen Driveway (See Attachment #5)

Esther Hansen attended the meeting and her husband Jeff was on Face Time. TCM Bruce Ahlstrom explained that a section of the Hansen's driveway was damaged last year when a leak in the town's water system caused the concrete to break apart. The heavy machinery used to repair the leak also appeared to cause damage to the driveway. Jeff Hansen had approached the

Town Council last fall to get help paying to repair the driveway. At the time the TC voted 2-2 so it was not approved.

Jeff Hansen asked the Town Council once again to pay for both slabs to be replaced. The whole driveway would cost \$17,000, but he was asking the town to pay for the portion that was damaged in the leak and leak repair. That amount came to \$5,728. One other bid was 20% higher than that.

**TCM Sandy Hunter motioned to pay for half of the total cost of the damaged area, which is \$2,874. TCM Ahlstrom seconded the motion.**

TCM Lewis Johnson stated that historically the Town has tried to repair damages to landscapes and driveways on town property after utility repairs, but it is not required. He wanted to say on record that they are not wishing to set a precedence. TCM Sandy Hunter referenced the ordinance that states that when the Town accesses the verge for utility work the homeowner is responsible for fixing driveways and any landscaping. She understands that the leak has caused the problem and that's hard, but the Town needs to enforce the ordinance. Mayor Sorensen agreed with TCM Johnson and also understands how a person wants to have landscaping and concrete in the Town verge. At his new home under construction, he is planning on having his driveway built all the way to the road and is accepting that he may have to pay for damages to his driveway in the future.

TCM Powell wondered if the driveway may not have been constructed up to code in the first place.

**Roll Call Vote. Votes are reflected below. Motion passed 3-2.**

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		

**11. Discussion and/or action on approval of Resolution 2025-02-20 Huntsville Town Hall Rules (See Attachment #6)**

The TC discussed whether they should change the third rule and allow alcohol. TCM Sandy Hunter wondered if they could charge an extra fee for alcohol. It was pointed out that you don't need an alcohol license if it's a private party. With his experience in his private business Mayor Sorensen said that alcohol can be problematic and that there are other options in town for drinking alcohol. The TC talked about allowing alcohol with exceptions, but TCM Powell stated that if they're going to allow them they need to be written in the rules.

Other additions and changes to the rules included adding that weddings are not allowed in the Community center. TCM Hunter stated that since weddings are already not allowed in the park it needs to be written on the website.

The TC changed rule #2 to read, “No candles or open flames in the building except as approved by the town staff.” to allow for food warmers that have flames underneath.

TCM Powell suggested changing rule #5 to read “No animals in the building except as provided by law.”

**TCM Sandy Hunter motioned to approve Resolution 2025-2-20-B with the additions and changes stated. TCM Ahlstrom seconded the motion. Votes reflected below. Motion passed 4-0.**

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			

**12. Discussion and/or action on Resolution 2025-5-1-B GMI Contract for Mapping Services (See Attachment #7)**

Water Board chair Ron Gault explained that they wanted to hire GMI to map their secondary and culinary water lines. It would cost \$275 per hour and take around 10 hours. They hired a college student to do some of the work to cut down on costs. The TC pointed out that “culinary water lines” needed to be added to the resolution.

**TCM Ahlstrom motioned to approve Resolution 2025-5-1-B with the changes. TCM Sandy Hunter seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 5-0.**

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			

**13. Discussion and/or action on Culinary Water Updates (See Attachment #8)**

Ron Gault explained current issues in the culinary water system including high water pressure, distribution being higher than usage, the cost of fixing leaks, and various ways to fix a problem area on 1800 S. He stressed preventative maintenance. He explained a need for residents to flag



the meters on their properties ahead of the GIS Mapping project. He and Blaine suggested getting a local Boy Scout group to distribute the flags.

**14. Discussion and/or action on approval of up to \$8,000 for Zion's Bank Water Rates Study (See Attachment #9)**

Beckki explained that the water rate study would take 3-4 weeks. It will help the Town determine the right rate for water usage. If people complain about higher rates the Town can reference the study.

The Town has been unable to get help with the great water leak because the income level among its citizens is too high, and the fees are too low.

Beckki spoke about Huntsville's water connection fees. She explained that the fees need to be tied to actual costs such as installation, supplies, maintenance, and clerical work. She explained that if you don't have an impact fee study you can't charge an impact fee. In order to have an impact fee you need growth and that is something Huntsville does not have.

Beckki learned about a new study they are doing called TUFs. It is a new study for utilities because the cost for water and roads is going up so much. One of these studies is currently being done in Weber County in the Ogden Valley area. After doing it, an additional fee can be put in the water bill to pay for roads. Huntsville could do this study in the future.

TCM Ahlstrom wondered if they had to pay for a study every time they wanted to raise the water rates. TCM Hunter wondered if the water rate study would find that Huntsville needed to raise their rates. Ron Gault felt that it would. He said that if the auditor were to look at all the expenses for maintenance on the water system in the past year they would say our rates are way too low.

**TCM Sandy Hunter motioned to approve the water study for \$8,000. TCM Ahlstrom seconded the motion. Roll Call vote. Votes reflected below. Motion passed 5-0.**

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			

**15. Discussion and/or action on approval of funds to repair floors in Huntsville's Historic Building (See Attachment #10)**

TCM Johnson explained that he got bids for both historic buildings. He stated that the cost between the engineered finish and the hardwood was minimal, and the hardwood was better. The bids were lower than the other bids obtained by Mark Goodson. Blaine wondered if the hardwood would be good for all uses of the history building. The TC discussed the possibility of using LVP flooring in the history building instead of hardwood.

**Mayor Sorensen motioned to approve the Kay Riley bid for the floor in both buildings; \$5927.90 for the old office building and up to \$7,200 for the history library floor. The surface may change according to recommendations and usage. TCM Powell seconded the motion. Roll call Vote. Votes reflected below. Motion passed 5-0.**

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			

**16. Discussion and/or action on approval of \$9,500 for road repairs (See Attachment #11)**

TCM Ahlstrom explained that the cheapest bid for patchwork repairs on roads was \$9,500. In addition, he would get another bid for more work that needs to be done.

Blaine stated that the plow driver for Huntsville Town works for a pavement company and said he could maybe patch some areas when they have an extra supply.

**TCM Sandy Hunter motioned to approve \$9,500 for road repairs. TCM Ahlstrom seconded the motion. Votes reflected below. Motion passed 5-0.**

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			

**17. Discussion and/or action on approval of a new mower for the cemetery (See Attachment #12)**

Nikki Wolthuis, Clerk and Cemetery worker, explained that Gary Probasco, former maintenance supervisor for the town, put a new mower in the budget for the year. The best bid for a new mower was from Wilkinson Supply because they would give a \$2,000 credit for the old mower. It would take the price down from \$9,489.27 to \$7,489.27. There was one model left and hopefully they still had it. If they didn't they could possibly buy the mower at another place and try and sell the old mower on their own.

**TCM Sandy Hunter motioned to approve up to \$9,489.27 for a new mower for the cemetery, with preference for the Wilkinson supply bid. TCM Lewis Johnson seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 5-0.**

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			

**18. Discussion and/or action on approval of the appointment of Brent Bateman as the Appeals Authority and the termination of the Board of Adjustments (See Attachment #13)**

After looking over the information given TCM Sandy Hunter was impressed with Brent Bateman. She felt that it was a good step to get a third party to do this job. His services would be paid for by those who seek an appeal. Beckki explained that Mr. Bateman works for many cities and was recommended by Huntsville's attorney.

Beckki reminded the Town Council that the last few appeals cases were very complex and the Town ended up paying way more for legal advice than what they had charged in fees. It is now in our fee schedule for the appellant to pay a base rate plus legal fees.

**TCM Sandy Hunter motioned to approve Brent Bateman as the Appeals Authority, and terminate the current board of adjustments. TCM Ahlstrom seconded the motion.**

TCM Powell was concerned with the open-ended costs. Beckki stated that Mr. Bateman would look at the case and give a fee. The Town could handle it another way if it's too expensive for the townspeople. **Roll call vote. Votes reflected below. Motion passed 5-0.**

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			

**Department Updates**

**Mayor Richard Sorensen-** announced that there was a new door installed in the chamber room and now it has a capacity of 174 people.

**Councilmember Sandy Hunter-** said that we need to get a new code enforcement officer. They could possibly get one from Morgan or Mountain Green. The Weber County code officer has never billed Huntsville Town and has never informed the town of the work she is doing here.

She also said that Arbor Day is May 30<sup>th</sup>. RMP dropped off vouchers for new trees that could be used at the new Town Hall.

**Councilmember Arti Powell-** They got a check from Ogden Valley Park board for the first quarter's bills. Blaine has been working hard on various projects in the park including getting ready for the town cleanup day Saturday. The cleanup will include picking up branches in the parks and cemetery.

The drain field for the playground bathrooms had collapsed in the park. TCM Powell got a verbal bid to fix it for \$20,000 to \$30,000. Mayor Sorensen stated that he will call another guy to get a better bid.

**Councilmember Bruce Ahlstrom-** spoke about the details of moving the history center to Town Hall.

He stated that FEMA wants more information for a pre mitigation disaster report. It's important for flood insurance.

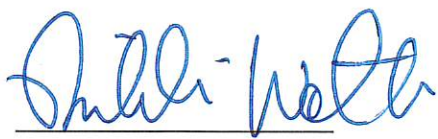
They are looking at the possibility of making a new cemetery at the landfill property.

**Councilmember Lewis Johnson** -He had nothing to add.

**TCM Powell motioned to approve the March Bills. TCM Sandy Hunter seconded the motion. All votes ayes. Motion passed.**

**TCM Sandy Hunter motioned to adjourn the meeting. TCM Powell seconded the motion. All votes Ayes. Motion passed.**

**Meeting adjourned at 9:23 PM**



Nikki Wolthuis, Deputy Clerk

**MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING****Thursday, March 20, 2025, 6:00 p.m.****Huntsville Town Hall, 7474 E. 200 South, Huntsville**

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

**Citizens:** Jeff Keeney, Jodi Richardson, Sarge Tovar, Lonny Bailey, Hilary Evans, Mark Evans, Santos Arroyo, Ron Gault, Judy Gault, Jarrod Morris, Liz Poulter, Rick Bailey, Rex Harris, Briana Bingham, Liberty Bingham, Mark Goodson **Zoom: Blaine Vernon**

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

2-Pledge of Allegiance led by Sarge Tovar

3-Opening Ceremony given by Lewis Johnson

4-Public Comments:

**Rex Harris-** Rex is the building manager for the new Town Hall. He said that he had written a letter (**See Attachment #1**) in response to the letter written by Hilary Evans and other citizens. He was not going to read the letter in that meeting, but it would be included in the meeting minutes.

**Sandy Hunter-**She stated that before this meeting she sent her response in an email to the six people who signed the letter read by Hilary Evans at the last meeting. In her email she wrote that the letter contained false accusations, misquotes and accusations of malfeasance. She wants to say on the public record that she refutes those allegations.

**Lonny Bailey-** Lonny proposed a couple of ideas. One of them was about someday turning the green waste facility into a cemetery. The Huntsville cemetery is filling up and perhaps that ground could be used for that purpose. Also, UDOT needs a place to put their dirt from the road project. They could dump it at the green waste facility. Huntsville could open their facility to others looking for a location to dump their dirt.

Lonny expressed the need at the current cemetery to move the dirt pile closer to the shed. In its current location it's too wet and hard to work with when backfilling a grave. He asked the Town Council to consider building a lean-to off the south side of the shed to keep the dirt piles dry.

**Hilary Evans-** Hilary wanted to talk about the letter (**See Attachment #2**) that she had written and read in the previous Town Council meeting. She explained that her letter was based on comments from a dozen people. If some comments were inaccurate, it was a mistake. At the time they read the letter at the meeting they thought their information was accurate. She explained that she has a Master of Public Administration degree. Her letter was not just to point fingers but to do her civic duty in bringing important things to the attention of the Town Council. She stated that even though they did not always agree they could still have respect for one another.

**Liz Poulter-** Liz suggested the dirt that might be dumped at the green waste facility be used instead to build a berm along the hwy on the east of Town to cut down on noise pollution.

**Michael "Sarge" Tovar-** Sarge announced an Easter celebration at the Legion on April 19<sup>th</sup>. He asked the Town Council how high their pole would be so he could order the right size flag.

**Bill White-** Bill expressed his confidence that even though it wasn't looking possible he thought that Huntsville Town could still sublease their Weber Basin water shares. He spoke to officials from Weber Basin recently and said there was some flexibility in what they could do with them. He also expressed his thanks to the Town Council for all of their work and hoped that the Town's members could have good feelings towards one another.

**Briana Bingham-** Briana came later in the meeting and was given a chance to speak. Briana's name was on the letter that Hilary read at the previous Town Council meeting. Briana expressed her appreciation for the Town Councilmembers and hoped that they could put any negative feelings aside and move forward. She also wondered if they could use the Town Hall to practice soccer since the soccer fields were too wet and the weather didn't allow them to practice outside. Rex Harris explained that the windows would make it hard for soccer practice but that they could figure out how to protect the glass.

**Mayor Sorensen-** He expressed his feelings about some of the comments in the letter from Hilary Evans and friends that he felt were inaccurate. He stated that there was no malfeasance or misuse of funds, and that Star Primm was not rebuffed at the meeting when she came to express her feelings about the new building being used for pickleball.

#### 6. Maintenance Updates: Blaine Vernon

He gave a summary of projects he has been working around town including tree trimming, fixing sod and working on the park bathrooms

#### 7. Sheriff's Report

There was no report and no sheriff in attendance. Mayor Sorensen explained that Lt. Cowley would no longer be representing Huntsville Town because he had been given other duties elsewhere in the department.

8. Discussion and/or action on the Children's Business Fair event at Huntsville Park on May 14, 2025 (See Attachment #3)

Jarrod Morris, Valley resident and one of the organizers of the event explained that the fair is an event for children who are learning how to run a business. He hoped that the community would come out to support them. Every year they have more and more kids sign up for the event. TCM Sandy Hunter stated that she would spread the word about the fair through the Town Newsletter. **TCM Sandy Hunter motioned to approve the Children's Business Fair in Huntsville Park for May 14<sup>th</sup>, 2025, and that they would waive the fee to reserve the park but charge a refundable cleaning fee of \$250. TCM Bruce Ahlstrom seconded the motion. All ayes. Motion passed.**

9. Discussion and/or action on approval of Maintenance Truck Purchase (See Attachment #4)

Mayor Sorensen explained that Huntsville Town hadn't bought a new truck in 30 years and that the current trucks in use were pretty old. He invited Rick Bailey, a valley resident and representative of Young Automotive, to give a presentation on a truck that the Town could purchase to help with general maintenance and snowplowing. He explained the features of the truck and gave a cost breakdown of purchasing versus leasing the truck. When the Town's purchasing policy of getting different bids was mentioned, he explained the government discount and how the state does the bidding for the Town. The Town Council discussed the advantages of the more cost-effective way of leasing rather than purchasing. Because of the recent tariffs set by the federal government on products that would make the truck more expensive in the near future the Town Council discussed the importance of purchasing it sooner rather than later. Rick explained that the price of the truck would not go down.

**TCM Ahlstrom motioned to table the truck purchase until they could talk to Town Treasurer Melissa Knowles about the budget. They could hold a meeting on the following Thursday, March 27<sup>th</sup> at 9:00 am to approve the purchase. TCM Powell seconded the motion. All votes ayes. Motion passed.**

10. Discussion and/or action on Culinary Water System Status Updates (Attachment #5)

Ron Gault, Water Board Chair spoke about the status of the culinary water system. He explained that this has been a bad year for the distribution lines. Huntsville is losing more water than it is using. On 1800 S. there have been 6 leaks in the past 8 months. The water budget has been depleted thanks to the "Great Water Leak" He discussed what they could do to build up the reserve fund once again. He proposed a rate hike but said that if they charged \$10 extra a month it would only pay for half of one leak. He suggested taking out a loan. TCM Johnson suggested a major adjustment on the water bill would be better than taking out a loan. Ron explained that the leaks are happening in the welds that join two pipes. The pipe was originally put on top of rocky soil instead of sand and the rocks wear down the pipes. Mayor Sorensen stated that they have blown through 2/3 of the emergency fund.

11. Discussion and/or action on approval of Abandoning Huntsville Town's Weber Basin Water Shares

TCM Lewis Johnson explained that he met with Weber Basin Water officials and learned that since Huntsville Town is leasing the water shares from Weber Basin, they cannot be the landlord over them. Huntsville can only use the water shares in the Huntsville Town culinary water service area. They can be reassigned or reallocated through the state. **Mayor Sorensen motioned to authorize TCM Lewis Johnson to do more research and talk to Bill White about the possibility of subleasing the shares. TCM Ahlstrom seconded the motion. All votes ayes. Motion passed.**

12. Discussion and/or action on approval of Minutes for Town Council Meeting February 20, 2025 (Attachment #6)

A couple of minor changes were suggested. **TCM Sandy Hunter motioned to approve Minutes for Town Council Meeting February 20, 2025 with the changes. TCM Ahlstrom seconded the motion. All votes ayes. Motion passed.**

10. Discussion and/or action on approval of Minutes for Work Session February 20, 2025 (See Attachment #7)

**TCM Ahlstrom motioned to approve Minutes for Work Session February 20, 2025. TCM Sandy Hunter seconded the motion. All votes ayes. Motion passed.**

11. Discussion and/or action on approval of lease of Town properties (See Attachment #8)

Mark Goodson, local artist presented his ideas on what he could do if he rented the historic Town Hall building. He wanted to make it his new art studio. He had measured and found that he could fit more of his paintings on the wall than he thought he could. In order for him to use the building he would like to replace the floor and make a few other changes. He presented pictures of the rotted-out floor and gave ideas on which kind of flooring would look good. He quoted a price of \$6,400 for the cost of materials and labor

Mark explained that although other businesses have come and gone in Huntsville over the years he has stayed in business in Huntsville Town for 13 years. If he rents from the town, they will be getting rent money and sales tax revenue. If they want, they could do a long-term lease to guarantee that the building would be filled long term.

Blaine Vernon, Huntsville Maintenance Supervisor, also had an idea for one of the historic buildings. He wanted to turn the building into a community coop where many people could sell their goods. He had a presentation on what it would look like and feel like. There could also be a little cafe out front.

Mayor Sorensen explained that there were some interested in renting the buildings for their office space. TCM Sandy Hunter wanted retail instead of office space so the town could earn revenue. She suggested the more variety the better. She also suggested they advertise it in the



paper to give more people a chance. She wanted to try different ideas before they lock into a 5-10-year lease on one business. TCM Powell was interested in a one-page formal business proposal that they could evaluate. Mayor Sorensen felt that a 3-5-year lease would be ideal. Mark Goodson explained that his idea for a long-term lease was to help the Town, but he doesn't need to lease for that long. The TC did not make a motion. They would discuss this item further in a closed session after the regular meeting.

#### Department Updates

No updates

**TCM Powell motioned to approve the February Bills. TCM Ahlstrom seconded the motion. All votes ayes. Motion passed.**

**TCM Sandy Hunter motioned to adjourn the regular meeting and go into a closed session to discuss real estate decisions. TCM Ahlstrom seconded the motion. All votes Ayes.**

**Meeting adjourned for closed session at 9:16 pm.**

**At 10:07 pm the Town Council reconvened their open meeting.**

**TCM Artie Powell motioned to approve renting the historic building at 7381 E. 200 S. owned by the Town to Mark Goodson. The Town would also advertise the lease of the other building currently housing the Huntsville History Center in the near future. TCM Sandy Hunter seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 5-0.**

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			

**TCM Sandy Hunter motioned to adjourn the meeting. TCM Powell seconded the motion. All votes ayes. Motion passed.**

**Meeting adjourned at 10:10 pm**

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Nikki Wolthuis, Town Clerk

WORK SESSION – Wednesday, March 26, 2025

Minutes of the Huntsville Town Council Work Session held at the Huntsville Mercantile  
7390 E. 200 S., 6:00 p.m.

The work session was scheduled to discuss Economic Development Strategies for Huntsville Town

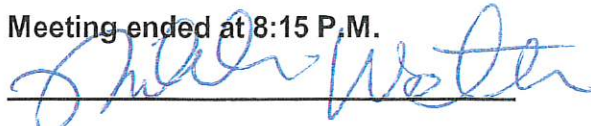
**Attending:** TC Member Sandy Hunter, Nikki Wolthuis-Clerk, Planning Commission Alternative John Henderson, Tommy Christie-Huntsville Economic Committee Chair, Stephanie Russell- Weber County Economic Development Director, Steve Starks, Ryan Starks, and Citizens- Wendy McKay, Blake Bingham, MiKelle Barberi-Weil, Jeff Keeney, Deanne and Carl Smith, Kevin Anderson, Dakota Hyde, Leta Bailey, Bill White, and Ron Gault

The work session began with a welcome from Tommy Christie, Town Economic Committee chair. He gave a brief overview of the last three economic development meetings for the Town. He spoke about strategies, the vision statement they created, maintaining economic independence, achieving financial sustainability, helping local businesses be successful, and exploring ways to collect revenue without raising taxes. He also spoke about some recent developments and economic progress in the Town.

Stephanie Russell continued the meeting with a discussion on the Development Project Flowchart (**Attachment #1**) She explained the importance of each of the components in creating projects successfully. She gave examples of some projects that skipped crucial planning steps and ended up creating many problems along the way. As part of the discussion on financing the project, Ryan Starks, who is a former Huntsville resident and State Executive Director for the Utah Governor's Office of Economic Opportunity, spoke about what the Town could do to finance some of their ideas. He gave an example of a group in Heber City who formed a nonprofit organization to develop their main street. They had great success and Huntsville could look to them for ideas. Other funding possibilities included rural community grants and Utah license plate fees.

The committee turned their attention to the Town Lots on 100 South. As they discussed the options some felt Mixed Use might work best. Others were less convinced, and Ms. Russell explained that they could define what Mixed Use was in Huntsville Town. Some in the group felt that Huntsville Town wondered why the Town needed more economic development. TC Member Sandy Hunter explained what it costs to run a Town. She spoke about the increase in The Sheriff contract and the expense of operating the water system among other things. It was pointed out that if Huntsville Town did not try to develop its assets it may not be able to survive economically in the future. Stephanie Russell proposed that the Town hire a consultant to help them analyze their economic sustainability.

**Meeting ended at 8:15 P.M.**



Nikki Wolthuis, Huntsville Town Clerk

**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 1<sup>st</sup>.

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

**STAFF REPORT TO TOWN COUNCIL**April 25<sup>th</sup>, 2025**Food Sales at Huntsville Park during Rec baseball games****Findings:**

The recreational baseball league has approached Huntsville Town about the opportunity to sell concessions during baseball games. They have asked about the availability of the ice shack at the park and wanted to know if they would be able to use it. The proceeds would benefit the league. Baseball plays in the park twice a weeks. This would be a great question for Cody.

Corey Cozzens has also mentioned the possibility of bringing in Food Trucks for the baseball games.

**Staff Recommendations:**

Staff recommends approval with conditions. The Peddler's License Fee of \$25 is paid to the Town for the use of the building. In addition, all food sold must be fully prepackaged. If the baseball league decides to sell hot food, a concession license from Weber County would be required in addition to the requirement that a person with a food handler's permit always be present in the booth. Staff is not opposed to serving hot food. The process for Weber County approval will be necessary.

Food trucks are welcome in Huntsville. We currently do not have any kind of fee or license associated with food trucks. They are required to license through Weber County. Instead of getting a license from every town or city they stop in, the State Law has given them the requirement to license in the County.

**Required Action:**

**Motion to Approve** (Example: I move to recommend Approval, *list reasons for approval* Subject to *Staff and other agency comments, and other conditions.* Staff also recommends that the motion have a timetable for the Peddler's License Fee.

**Motion to Deny** (Example: I move to recommend Denial, *list reasons for denial.*

**Motion to Table** (Example: I move to Table, *list reasons for tabling, Date tabled to and requirements for reappearance.*)



type of tree species to be planted, where they can be planted, spacing, pruning and topping will be included in a Huntsville Town Tree Standards and Specifications document to be maintained by the Huntsville Town Tree Board.

The Huntsville Town Tree Board may remove any tree or part thereof on Huntsville Town property which is in an unsafe condition or which by reason of its nature is injurious to electric power lines, gas lines, water lines, or other public improvements; or is affected with any injurious fungus, insect or other pest. This Title does not prohibit the planting of trees on Huntsville Town property by adjacent property owners providing that the selection and location of said trees is approved by the Huntsville Town Tree Board as being in accordance with the specifications as listed in the Huntsville Town Tree Standards and Specifications. Also, the Huntsville Town Tree Board may not plant or remove Huntsville Town trees adjacent to private property without an agreement with the property owner to share in the maintenance of the tree. Notification of removal or action on any trees adjacent to landowner will be given at least twenty-one (21) days in advance of planned removal or action.

#### **8.3.4 Review by Huntsville Town Council**

The Huntsville Town Council shall have the right to review decisions of the Huntsville Town Tree Board and rescind said decisions. The adjacent property owner may appeal any ruling or order of the Huntsville Town Tree Board to the Huntsville Town Council who may hear the matter and make a final decision.

#### **8.4 Structures on Huntsville Town Property**

The primary consideration concerning any landscaping or structure on Huntsville Town property is safety, especially in regards to vehicular traffic, both safe passage and visibility. Huntsville Town encourages residents to maintain a well-groomed appearance in the portions of Huntsville Town property between the edge of the pavement and the resident's property, said Huntsville Town property referred to as the verge. If required for utility access, etc. Huntsville Town will remove for the verge any resident placed landscaping or structures necessary, and the owner will be responsible for replacement. Requirements for anything placed in the verge are:

1. Mail boxes shall meet the requirements of the US Postal Service, and shall not present a hazard to vehicular traffic.
2. There shall be no landscaping or large objects that represent a hazard to vehicle passage closer than 10 feet to the paved street surface. There shall be no landscaping or large objects that impede driver visibility in the area of street intersections.
3. No private fences shall protrude beyond owner's property lines and into the verge. In case of a boundary dispute, the burden of proof resides with the record landowner.
4. No structures shall be located in the verge.

#### **8.5 Alleyways and Huntsville Town Rights-of-Ways**

Alleyways are for the use of all residents and are intended to provide vehicular access to property owners to the backs of their property. No fencing, vehicles, structures, garbage, junk, or landscaping shall be placed such that it blocks access to and through the alleyways. Huntsville Town Rights-of-Way are provided for the access to underground infrastructure (e.g., water pipes). No permanent structures or landscaping shall be installed over Huntsville Town Rights-of-Way. If such impediments are required to be removed by Huntsville Town to gain infrastructure access, it will be done at the expense of the property owner.

#### **8.6 Huntsville Town Park**

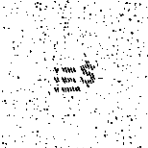
The primary purpose of the Huntsville Town Park is for the use and enjoyment of the town residents. No alcohol, horses, unleashed dogs, golfing activities, golf carts, using fireworks, camping or unauthorized vehicles are allowed in the park. Exceptions are service animals and vehicles used during Huntsville Town Council permitted activities. The park closes each evening at 10 p.m. until 8 a.m. the next morning. Events and activities shall be on a reservation basis only and limited to participants that come from the greater Huntsville community and Ogden Valley residents. This would include, but is not limited to: family reunions, youth sports, July 4<sup>th</sup> celebrations, and Valley Elementary Fall Festival. If vendors will operate, the reservation request must include their names and

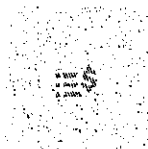
# Invoice

Bill to  
Esther Hansen  
~~XXXXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXXXXXXXXXXXX~~

Invoice # PO #  
192431-000488 ---  
  
Date issued Next payment due  
Oct 28, 2024 5 days before  
project (TBD)

SERVICE INFO	QTY	UNIT	UNIT PRICE	TOTAL
--------------	-----	------	------------	-------

	<b>Job description</b>		\$0	\$0
	Project (B). Remove existing concrete driveway and install new concrete driveway, (13'-3"x17") total 225.25 square feet.			

	<b>Materials &amp; Labor</b>		\$3,378	\$3,378
	Material description.			
	<ul style="list-style-type: none"><li>• concrete.</li><li>• machine.</li><li>• dump fees.</li><li>• road base.</li><li>• rebar.</li><li>• all form materials.</li></ul>			

Labor description.

- saw cut existing concrete.
- demo concrete.
- excavate area.
- install road base.
- grade area.
- compaction.
- install forms.
- rebar dowel into existing concrete.
- install rebar grid.
- pour concrete.
- finish concrete (broom).
- cut control joints (tooled).
- strip forms.
- clean up and haul out all work materials.

# Invoice

Bill to

Esther Hansen

~~XXXXXXXXXX~~ huntsville, utah

~~XXXXXXXXXX~~ net

~~XXXXXXXXXX~~

Invoice #

192431-000487

PO #

---

Date issued

Oct 28, 2024

Next payment due

5 days before

project (TBD)

## SERVICE INFO

QTY UNIT UNIT PRICE TOTAL

### Job description

1

\$0

\$0

Project (A).

Install new concrete driveway (9'3"x17'-2") 159 square feet.

### Materials & Labor

\$2,350

\$2,350

Material description.

- concrete.
- rebar.
- all form materials.

Labor description.

- grade area.
- compaction.
- install forms.
- pour concrete.
- finish concrete (broom).
- cut control joints (tooled).
- strip forms.
- clean up and haul out all work materials.

Subtotal

\$2,350

Total (USD)

\$2,350



**MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING**  
**Thursday, November 7, 2024, 6:30 p.m.**  
**Huntsville Town Maintenance Building, 165 South 7500 East, Huntsville**

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

**Citizens:** Sarge Tovar-American Legion, Dave Fountain- American Legion, LT. Cowley, Jeff Hansen, Melissa Knowles- Treasurer, Jeff Keeney, Beckki Endicott-clerk

1-Mayor Pro Tem Sandy Hunter- called the meeting to order.

There is a full quorum present. /

2-Pledge of Allegiance led by Mike "Sarge" Tovar

3-Opening Ceremony given by Artie Powell

4-Public Comments:

No public Comments

5-Sheriff's Report – (See Attachment #1)

October was pretty uneventful with only 28 calls for service. They were mostly traffic stops without any significant calls.

6. Presentation from Mike "Sarge" Tovar on activities at the American Legion

Dave Fountain from the American Legion discussed upcoming activities at the Legion including fundraisers and service projects. He also explained the capital improvements being made to the property.

Sarge asked how tall the flagpole will be for the new Town Hall so the Legion can donate the right size of flag. The TC explained that they may not know until the landscaping is installed in the spring.

7. Discussion and/or action on approval of Town Funds to repair the Hansen driveway. (See Attachment #2)

Jeff Hansen who lives in Huntsville Town presented photos demonstrating the damage to his driveway from a recent water leak. The leak was across the street from his house, but the water

flowed across the street and under his driveway. To fix the leak, a section of his driveway was dug up by the Town and he came to the meeting to ask for financial help to fix it. TCM Johnson explained the history of the water connection in that spot. Mr. Hansen explained that his whole driveway is destroyed and wondered how long the water had actually been leaking under the driveway. He wasn't there to ask the Town to replace the entire driveway, but only the section that was dug up and the section to the north that had caved and started to settle because of the weight of the trucks parked there when the leak was being fixed. He got a bid for replacing those two sections. TCM Ahlstrom explained that in the past the Town has paid half of the price of fixing driveways where they have done work. TCM Johnson discussed the fact that property owners have built landscaping and driveways in the Town Verge. He explained that the Town doesn't have money to keep paying for repairs to driveways in the verge like it has in the past. TCM Sandy Hunter quoted the Town Ordinance regarding the verge, "No permanent structures or landscaping shall be in Huntsville Town rights of way or in Huntsville Town property. If such impediments are required to be removed by Huntsville Town to gain infrastructure access it will be done at the expense of the property owner." She also explained that even though the ordinance says they're not responsible, the Town has always tried to replace what it has taken out. After much debate from both sides a motion was made.

**Mayor Pro Tem Sandy Hunter motioned to approve paying for half the cost of the repairs on the Hansen Driveway. The motion was then amended to say that for now the town would give the driveway a temporary fix with gravel until spring. At that point the Hansens would get a bid for the entire driveway and the Town would pay for half of what it would cost to repair the section that the Town dug up to fix the water leak. TCM Ahlstrom seconded the motion, Roll Call Vote. Votes reflected below. Motion did not pass.**

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		

#### 8. Discussion and/or action on support for increase in Weber County Sheriff's Wages

Mayor Pro Tem Sandy Hunter explained what she learned in a meeting at the Sheriff's office about why they are looking for a wage increase for their officers. They are short-staffed and because of their lower wages they have a hard time keeping officers working in Weber County. Their salary is lower than any other in the area. Just to be competitive they need an 11% increase in their wage. Lt. Cowley explained that there is a formal salary study being done to determine the right wage. With other studies that have been done recently they have determined that 11% is necessary. As soon as the study is done, and the salary is determined it will still need approval. This year they are expecting a 3.5 % increase in wages before the study concludes. Lt.

**STAFF REPORT TO TOWN COUNCIL**April 25<sup>th</sup>, 2025**Resolution 2025-2-20-B Rules for THE HALL****Findings:**

On February 20<sup>th</sup>, 2025 the Huntsville Town Council voted to table this resolution. TC Artie Powell made some recommendations for editing. The meeting was long and it was decided that the rules could be reworked.

Since that time, the rules have not been reworked. Beckki has been out on medical leave. Currently the rules have adopted the editions made by TCM Artie Powell. They have not been added to, just edited.

**Staff Recommendations:**

There are a few rules that would be recommended that we adopt. These suggestions were given to us by other cities and some by our attorney. Here are the following suggestions:

- 1) Table and chairs are not to be removed from the building.
- 2) No open flames allowed in the building.
- 3) No alcohol is allowed on the premises (think about the Christmas party)
- 4) No smoking or vaping on the premises.
- 5) No animals, except as provided by law in the buildings.
- 6) A certificate of liability may be required for an event in the chambers or THE HALL.
- 7) A renters agreement will need to be signed prior to the rental dates.

The staff believes these to be good suggestions if the TC wants to adopt. The TC may have additional rules that members may suggest.

It is recommended that we adopt a set of rules.

**Required Action:**

**Motion to Approve** (Example: I move to recommend Approval, *list reasons for approval* Subject to *Staff and other agency comments, and other conditions.*

**Motion to Deny** (Example: I move to recommend Denial, *list reasons for denial.*

**Motion to Table** (Example: I move to Table, *list reasons for tabling. Date tabled to and requirements for reappearance.*)

**HUNTSVILLE TOWN  
RESOLUTION 2025-2-20-B**

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ADOPTING HUNTSVILLE TOWN COMMUNITY CENTER, STAGE AND CHAMBERS RULES FOR PATRONS.**

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

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

**WHEREAS,** the Town desires to adopt rules for use for the Town Hall rooms and Community Center;

**WHEREAS,** the Town desires to adopt this resolution to establish uniform operating rules;

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

Section 1:     **Amendment.** The Huntsville Town Community Center rules are amended as follows.

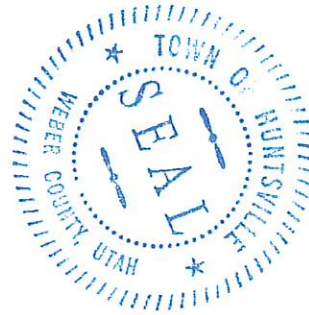
The rules are adopted as presented constituted in Exhibit “A” attached to this resolution. These rules are adopted in addition to the pickleball play rules previously established.

Section 2:     **Effective date.** This resolution shall be effective immediately upon adoption.

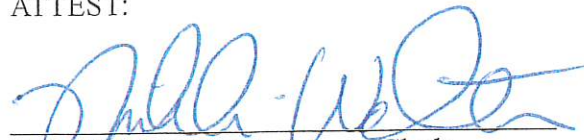
**PASSED AND ADOPTED** by the Town Council on this 1st day of May, 2025.

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



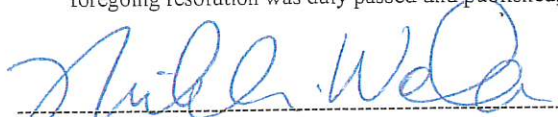
ATTEST:

  
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](http://www.huntsvilleutah.gov) 3) pmn.gov

  
NIKKI WOLTHUIS, Deputy Clerk

DATE: 5-12-2025

## Exhibit "A"

### House Rules for

# The Huntsville Hall at Town Square

## "THE HALL"

These rules cover the use and responsibility of individuals and groups renting space in THE HALL. The individual who has paid the fees for rental (the "Renter") is liable and responsible for following these rules and will be held accountable for making sure every individual who uses the space during their rental period understands the rules and follows them. Failure to follow the rules and any damage caused during the use of the facilities will be the sole responsibility of the Renter, regardless of whether they are the individual who caused the infraction. The Renter may be subject to the forfeiture of deposits and be assessed the actual cost for damages, including collection and associated legal fees, at the sole discretion of Huntsville Town (the "Owner").

The building manager must approve, in writing, any requests for a variance to the rules herein.

The rules cover the following rentable areas: Council Chambers, Community Hall, Kitchen, and Stage.

### **Council Chambers**

1. Do not pull tables and chairs out of the storage closet. You will need to arrange for table and chair needs before the rental period. THE HALL management will work with you on and complete set up before your event. Return the room to the condition it was in when you arrived by the end of your rental period.
2. Do not adjust the Thermostats. They are programmed and work in sync with multiple thermostats throughout the building. Adjusting them could damage the system. THE HALL management (at its discretion) will work with the Renter to accommodate special requests.
3. Turn lights off when not in use or upon leaving.
4. Do not block any doors to keep them open or block access to them. This may interfere with the mechanical systems and cause safety hazards for the egress of the building.

5. Do not hang anything on the walls. This includes nails, tape, or any other type of wall fastener.
6. Clean all food or other spills immediately using water and absorbent paper or fabric towels.
7. If food needs to be transported between the Council Chambers and the Kitchen, never leave a carpeted surface. NO food is to be transported or consumed on the unprotected pickleball surface. If food or liquids are spilled on the unprotected pickleball surface, DO NOT scrub the spill. Scrubbing will only further damage the surface. Notify THE HALL management immediately. The Renter will be assessed costs for such damage.
8. Plan with THE HALL management for the use of the TV monitor, electronic equipment, or special electrical needs.
9. The bathrooms for the Council Chambers are in the hallway to the west, leading to the Community Hall.
10. Do not access areas of the building that you have not paid for or do not have special permission to use.
11. Do not engage in any activity that will damage the building, cause noise concerns for other parts of the building, or be considered offensive or inappropriate to the general public.

## **Community Hall**

12. For Pickleball use and other recreational activities, familiarize yourself with the "Pickleball Rules" posted in the Community Hall.
13. Do not pull tables and chairs out of the storage compartments. You will need to arrange for table and chair needs before the rental period. THE HALL management will work with you on and complete set up before your event. Return the room to the condition it was in when you arrived by the end of your rental period.
14. Do not adjust the Thermostats. They are programmed and work in sync with multiple thermostats throughout the building. Adjusting them could damage the system. THE HALL management (at its discretion) will work with the Renter to accommodate special requests.
15. Turn lights off when not in use or upon leaving.
16. Do not block any doors to keep them open or block access to them. This may interfere with the mechanical systems and cause safety hazards for the egress of the building.
17. Do not hang anything on the walls. This includes nails, tape, or any other type of wall fastener.

18. Clean all food or other spills immediately using water and absorbent paper or fabric towels if upon a carpet surface. If food or liquids are spilled on the unprotected pickleball surface, DO NOT scrub the spill. Scrubbing will only further damage the surface. Use water and dab with an absorbent material. Notify THE HALL management immediately.
19. If food needs to be transported between the Community Hall and Kitchen, never leave a carpeted surface. NO food is to be transported or consumed on the unprotected pickleball surface. The Renter will be assessed costs for such damage.
20. The bathrooms for the Community Hall are located at the north end of the room.
21. If only renting a portion of the space, including the stage, you may be sharing the space with other users in adjoining spaces. Take special care to be good neighbors and be considerate to keep noise levels and activities that are not disruptive to those other uses. They will be under the same direction to reciprocate.
22. Do not access areas of the building that you have not paid for or do not have special permission to use.
23. Do not engage in any activity that will damage the building, cause noise concerns for other parts of the building, or be considered offensive or inappropriate to the general public.
24. Do not make any change to the configuration of the room without special permission from THE HALL management.

## **Kitchen**

1. Since this space will be utilized in conjunction with the other rented spaces, refer to those spaces' rules for additional direction.
2. Clean the Kitchen after use, using mild detergents.
3. The kitchen is to be used only for warming and serving food, it is not to be used for food preparation.
4. Fridge space may need to be shared. All effort will be made to make as much space as possible available for use during rental time.

## **Stage**

5. Since this space may be utilized in conjunction with the other rented spaces, refer to those spaces' rules for additional direction.



6. If the stage is available to use at the same time as the Community Hall is used by others, take special care to be good neighbors and be sensitive to noise or distractions that could disturb the other users. They will be under the same direction to reciprocate.
7. The stage needs to be left in a clean condition; if needed, a mop is available in the Kitchen.
8. Do not mark or hang things on curtains or walls. This includes nails, tape, pins, or other types of hanging devices.
9. The restrooms for this space are on either side of the stage.

**HUNTSVILLE TOWN  
RESOLUTION NO. 2025-5-1-B  
GMI CONTRACT FOR MAPPING SERVICES**

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ADOPTING A  
CONTRACT FOR GEOGRAPHIC MAPPING, INC, FOR WATER LINE  
MAPPING SERVICES.**

**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**, Huntsville Town has need of GIS mapping services on the secondary water lines;

**WHEREAS**, Huntsville Town desires to enter into an agreement with Gateway Mapping Inc, to perform Geographic Information Systems (“GIS”) service and/or support pertaining to Routine GIS Services

**WHEREAS**, the Town desires to approve this contract for GIS services from Gateway Mapping, Inc;

**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 contract with 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 contract 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 1<sup>st</sup> day of May, 2025.

ROLL CALL VOTE:	AYE	NAY	RECUSED	EXCUSED
Mayor Richard Sorensen				
CM Lewis Johnson				
CM Sandy Hunter				
CM Artie Powell				
CM Bruce Ahlstrom				

\_\_\_\_\_  
 RICHARD SORENSEN, Mayor

ATTEST:

\_\_\_\_\_  
 Nikki Wolthuis, Deputy Clerk – Huntsville Town

#### CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with Utah Code Annotated §10-3-713, 1953 as amended, I, the Town Clerk of Huntsville Town, hereby certify that the foregoing Ordinance was duly passed and published or posted as required by state law.

\_\_\_\_\_  
 Deputy Clerk – Huntsville Town

DATE: \_\_\_\_\_



# Gateway Mapping, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

GMI Project No.: 92 -25-  
GMI Project Manager: DMM

This Agreement for Professional Services is entered into and effective this 6th day of March 2025, between Huntsville Town, hereinafter referred to as the "CLIENT" and Gateway Mapping, Inc., a Utah corporation ("GMI"),

## WITNESSETH:

WHEREAS, the CLIENT desires GMI to perform Geographic Information Systems ("GIS") services and/or support pertaining to Routine GIS Services (the "Project"). and

WHEREAS, GMI is willing to provide GIS services to the Client on the terms and conditions set forth herein.

NOW, THEREFORE, the CLIENT and GMI, for good and valuable consideration and intending to be legally bound, agree as follows:

## CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT has provided or will provide to GMI complete and accurate details and full information of the CLIENT'S requirements, including design objectives and constraints, capacity and performance requirements, flexibility and expandability, and schedule expectations that were used to determine the Services set forth in Attachment 1. GMI has relied upon such details and information from the Client in setting the Services and the fees for such Services and budgetary limitations, and all necessary information upon which GMI can rely for completeness and accuracy.

The CLIENT will furnish to GMI, as required for performance of the Services, computer hardware and software information, data gathered by CLIENT or prepared by others, paper and digital files, surveys of record, property descriptions, dimensions, and other special data, consultations, and any other information requested by GMI (collectively, and together with the materials and other items included in the definition of "Data" in the Terms and Conditions, all of which GMI may use and rely upon for completeness and accuracy in performing the Services. Unless otherwise indicated in GMI's Services, CLIENT will pay for all computer software, licenses, internet service fees, or associated hardware or software costs required for the Project. For all Data associated with this project, even with respect to Data loaded onto CLIENT'S hardware by GMI, CLIENT shall be solely responsible for establishing and maintaining data security policies, procedures, and measures ("Data Security") designed to ensure: (a) the security and confidentiality of the Data, (b) the protection against anticipated threats or hazards to the security or integrity of the Data (including, without limitation, protections against cyber-attacks), and (c) the protection against unauthorized access or use of the Data.

CLIENT will also timely review drafts of information and materials delivered by GMI ("Deliverables"), which may include Data or other matters to be delivered to CLIENT as a Service.

In addition, the CLIENT will also furnish to GMI those items described in Attachment 1.

## PROJECT REPRESENTATIVES

The CLIENT and GMI hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the terms and conditions of this Agreement.

### For the CLIENT:

Name	<u>Shannon Smith</u>	Work telephone	<u>801-745-3420</u>
Address	<u>7474 East 200 South</u>	Cell phone	<u>619-508-4034</u>
	<u>Mail to PO Box 267</u>		
	<u>Huntsville, UT 84317</u>	E-mail address	<u>ssmith@huntsvilleutah.gov</u>

### For GMI:

Name	<u>Danika Montgomery</u>	Work telephone	<u>801-547-0393</u>
Address	<u>466 North 900 West</u>	Cell phone	
	<u>Kaysville, UT, 84037</u>	E-mail address	<u>dmontgomery@jub.com</u>

In the event any changes are made to the Authorized Representatives or other contact information listed above, the CLIENT and GMI will furnish each other timely, written notice of such changes.

## SERVICES TO BE PERFORMED BY GMI

GMI will perform the Services set forth in Attachment 1, in a manner consistent with the applicable standard of care.

GMI's Services shall be limited to those expressly set forth in Attachment 1, and GMI shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement. GMI will not provide CLIENT with any Data Security services.

Additional work that GMI performs in relation to the Project at the written request or acquiescence of the CLIENT, including work not described in Attachment 1, hereof on the date of execution of this Agreement, shall constitute "Services" for purposes of this Agreement and may be set forth in a supplement titled *Authorization for Additional Services*, and shall be subject to the terms and conditions of this Agreement. Any such additional Services that GMI performs, that are not set forth in an *Authorization for Additional Services* shall be paid by the Client to GMI on a time and materials basis.

## SCHEDULE OF SERVICES TO BE PERFORMED

GMI will perform said Services set forth in Attachment 1, in a manner consistent with the applicable standard of care.

The delivery dates will be equitably adjusted as the Project progresses for any changes in scope, character or size of the Project as requested by the Client or for delays beyond the control of GMI.

## FEE AND REIMBURSABLE EXPENSES

The CLIENT will pay GMI for the Services and reimbursable expenses as described in Attachment 1. A ten percent administrative fee will be applied to sub-consultant invoices.

Reimbursable expenses are expenditures by GMI for items or services purchased by GMI from third parties in furtherance of performing the Services, including without limitation, data acquisition, special printing, mailing and shipping, travel costs, per diem, and lodging.

File Folder Title: Huntsville Town - Routine GIS Services

Remarks: \_\_\_\_\_

**A Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. All modifications to the Agreement must be in writing and signed by both parties.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. The parties represent and acknowledge that they have authority to execute this Agreement.

### CLIENT:

Huntsville Town

NAME

7474 East 200 South

STREET

Huntsville, UT 84317

CITY / STATE / ZIP CODE

BY (Signature)

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

DISTRIBUTION: Accounting; Project File; CLIENT

### GATEWAY MAPPING, INC.:

466 North 900 West

STREET

Kaysville, UT, 84037

CITY / STATE / ZIP CODE

BY (Signature)

Kasey Hansen, General Manager

NAME / TITLE

☒ Attachment 1 – Scope of Services,  
Schedule and Basis of Fee

☐ Attachment 2 – Special Provisions

Applicable  
Attachments or  
Exhibits to this  
Agreement are  
indicated as  
marked.

**Gateway Mapping, Inc.**  
**TERMS AND CONDITIONS to the**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**GENERAL**

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and GMI is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

GMI shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow GMI's recommendations; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties.

GMI shall not be required to execute any documents, no matter by whom requested, that would result in GMI's having to certify, guarantee or warrant the existence of conditions.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation and a five percent fee for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants GMI the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for GMI and parent company purposes including, but not limited to, website, Intranet, and marketing. This right shall survive the termination of this Agreement.

Nothing herein shall create a fiduciary duty between the parties.

**DATA AND DOCUMENTS**

**Data.** "Data" means (a) printed materials, electronic files, and other communication or information formats whether developed by GMI or third parties, and (b) the Data defined in the "Customer Information and Responsibilities" clause of the body of Agreement above. CLIENT acknowledges that Data may not be compatible with CLIENT'S computer system and may be subject to translation errors or undetectable alteration or deterioration. GMI makes no representation regarding the integrity of the Data or the compatibility of the Data delivered with the CLIENT'S computer system. The CLIENT is responsible to communicate hardware and software specifications in order to minimize incompatibilities.

**Accuracy.** Data accuracy is limited to the accuracy and tolerances of the Data generated by GMI or information provided by others. Data, therefore, shall not be considered an accurate representation of actual field conditions for any purpose including, but not limited to, design, construction, land surveying, property boundaries, or utility location.

**LIMITATION OF LIABILITY**

NEITHER GMI NOR ANY OF ITS AGENTS, OFFICERS, EMPLOYEES, PARTNERS, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE "GMI PARTIES") SHALL BE LIABLE FOR ANY DIRECT OR INDIRECT LOST PROFITS, ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY TYPE, FROM (1) CLIENT'S FAILURE TO MAINTAIN ADEQUATE DATA SECURITY MEASURES, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING FROM LOST DATA OR FROM A DATA BREACH OR CYBER ATTACK OCCURRING WITH RESPECT TO THE DATA, OR (2) OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, EVEN IF GMI HAS BEEN ADVISED BY CLIENT OF THE POSSIBILITY THE DAMAGES.

**INDEMNIFICATION**

CLIENT shall, to the fullest extent permitted by law, defend, indemnify and hold the GMI Parties harmless from any and all claims, damages, losses, costs, and expenses (collectively, "Claims"), including attorney fees, arising out of, related to, or resulting from (a) the use, modification, misuse, or reuse of the Data, including but not limited to, claims involving the completeness or accuracy of the Data, (b) data breaches or cyber-attacks involving the Data (regardless of where the Data is hosted), (c) use of the Data by the CLIENT or third parties, (d) from the acts, errors, or omissions of CLIENT or third parties involved in the Project, in each instance whether a Claim is based upon breach of contract or warranty, tort (including negligence), strict liability or statutory liability or any other cause of action.

**DISCLAIMER OF WARRANTIES** Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. EXCEPT AS SET FORTH IN THE FOREGOING SENTENCE, GMI SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY

REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE DATA WILL BE UNINTERRUPTED OR ERROR FREE. THE GMI PARTIES SHALL NOT BE RESPONSIBLE FOR ANY

DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, ANY ELECTRONIC "VIRUS," "ADWARE" OR "MALWARE" OR ANY FAILURE OF PERFORMANCE RESULTANT FROM USE OF THE DATA.

**DATA REUSE**

**Data.** Data developed by GMI pursuant to this Agreement are instruments of service with respect to the Project in which both CLIENT and GMI will retain a property interest. Data provided by a third-party will be subject to third-party reuse provisions.

**Data Reuse.** CLIENT may add to, modify, or allow third-party access to the Data in connection with their GIS operations and maintenance. CLIENT acknowledges and agrees that GMI shall retain a common law, statutory and other reserved rights to the Data in GMI's possession, including the copyright thereto (except data owned or produced by a third party). Further, CLIENT is not granted any rights in connection with any trademarks or service marks of GMI, any of its suppliers, or any third parties whose components are offered in conjunction with or as a component of the Data.

**Reuse Restrictions.** Reuse of the Data, including reuse or modification by the CLIENT or reuse by an entity not a party to this agreement, will be at CLIENT'S sole risk and without liability or legal exposure to GMI.

**SOFTWARE OWNERSHIP**

If work under this Agreement includes the creation of custom software applications or websites requiring GMI-developed code, GMI will retain ownership and rights to any source code or computer software written for use by the CLIENT. GMI has sole discretion to sell, redistribute, modify or market software developed under this contract. CLIENT is purchasing licenses of the software for use and benefit but not for sale, redistribution, or modification. CLIENT will be bound by the terms and Conditions as set forth in the software license agreement which is part of the software installation. GMI will also retain sole ownership and rights to any copyrighted materials produced for CLIENT benefit including software documentation or other proprietary materials.

**OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION**

GMI's opinions of probable Project costs, if any, are to be made on the basis of GMI's experience, and represent GMI's best judgment as a professional service provider, familiar with the GIS industry.

CLIENT agrees that GMI is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to GMI's professional Services. GMI will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisor's rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

**TIMES OF PAYMENTS**

GMI shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of GMI's statement, the amounts due GMI will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, GMI may suspend performance of Services upon five (5) days' notice to the CLIENT. GMI shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, GMI shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for GMI to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by GMI.

CLIENT shall promptly review GMI's Invoices and shall notify GMI in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to GMI of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

#### **TERMINATION**

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, GMI will be paid for Services (including any additional Services) rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than GMI's material breach of this Agreement, or is terminated by GMI for CLIENT's material breach of this Agreement, GMI shall be paid a termination fee which shall include: the cost and expense GMI incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by GMI to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

#### **RISK ALLOCATION**

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of GMI and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict; or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to GMI under this Agreement, whichever is less. GMI carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by GMI, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that GMI is not responsible for damages arising directly or indirectly from any delays for causes beyond GMI's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by GMI to perform its Services in an orderly and efficient manner, GMI shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of GMI shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor GMI shall be responsible for incidental, indirect, or consequential damages.

#### **RIGHT OF ENTRY**

The CLIENT shall provide GMI adequate and timely access to all property reasonably necessary to the performance of GMI and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by GMI. Any such costs incurred are CLIENT's sole responsibility.

#### **MEDIATION BEFORE LITIGATION**

Any and all disputes arising out of or related to the Agreement, except for the payment of GMI's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of GMI's Services, GMI or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

#### **LIMITATION PERIODS**

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of GMI's Services.

#### **LEGAL FEES**

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorney's fees and costs.

#### **SURVIVAL**

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

#### **EXTENT OF AGREEMENT**

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of GMI when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and GMI and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and GMI.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same or any other provision.

#### **SUCCESSORS AND ASSIGNS**

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. GMI's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against GMI because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold GMI harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

#### **CONTROLLING LAW, JURISDICTION, AND VENUE**

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.



**GATEWAY  
MAPPING  
INC.**  
*a J-U-B Company*

**GATEWAY MAPPING, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES**

**Attachment 1 – Scope of Services, Basis of Fee, and Schedule**

**PROJECT NAME:** Huntsville Town – Routine GIS Services

**CLIENT:** Huntsville Town

**GATEWAY MAPPING PROJECT NUMBER:** 92-25-

**CLIENT PROJECT NUMBER:**

**ATTACHMENT TO:**

- ☒ **AGREEMENT DATED: 3/6/2025; or**  
☐ **AUTHORIZATION FOR ADDITIONAL SERVICES**

The referenced Agreement for Professional Services executed between GATEWAY MAPPING, Inc. (GMI) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

**PART 1 - PROJECT UNDERSTANDING**

GMI's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

Routine/on-call GIS Services provided on an hourly basis as requested by the CLIENT.

**PART 2 - SCOPE OF SERVICES BY GMI**

GMI's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

**A. Task 001: Routine GIS Services**

1. Provide routine, on-call GIS services on an hourly basis as requested by the client.

**PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES**

**A. CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:

1. Provide any maps, plans, digital data, CAD drawings, staff knowledge or other information necessary to complete requested tasks.

**B. Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:

1. Additional GIS Services

**PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES**

**A. CLIENT** shall pay GMI for the identified Services in PART 2 as follows:

1. For Lump Sum fees:
  - a. The portion of the Lump Sum amount billed for GMI's services will be based upon GMI's estimate of the percentage of the total services actually completed during the billing period.
2. For Time and Materials fees:



- b. For all services performed on the project, Client shall pay GMI an amount equal to the GMI's standard billing rates, cumulative hours charged to the Project by each class of GMI's personnel times
  - c. Client shall pay GMI for Reimbursable Expenses times a multiplier of 1.0.
  - d. Client shall pay GMI for GMI's Consultants' charges times a multiplier of 1.1.
3. For Cost Plus Fixed Fees:
  - a. Client shall pay GMI an amount equal to the cumulative hours charged to the Project by each class of GMI's personnel times their hourly salary rate times GMI's audited overhead multiplier for all services performed on the Project.
  - b. Client shall pay GMI a lump sum fixed fee.
  - c. Client shall pay GMI for GMI's Consultants' charges times a multiplier of 1.1.
4. GMI may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

**B. Period of Services**

1. If the planned period of service for the Tasks identified above extend more than one year, GMI's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for GMI's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that GMI will not be responsible for impacts to the schedule by actions of others over which GMI has no control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
001	Routine GIS Services	Time and Materials	Based on time spent and standard hourly rates at the time services are requested.	In a timely manner, as tasks are requested by the CLIENT.

*For internal GMI use only:*

PROJECT LOCATION (STATE): Utah

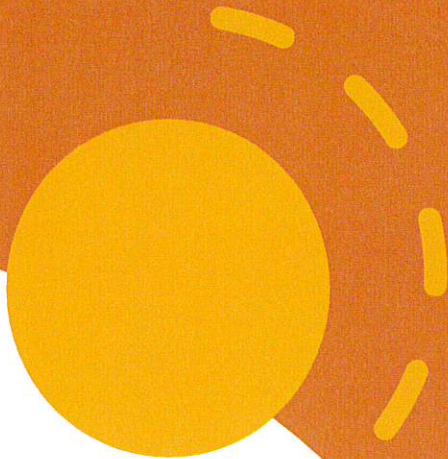
TYPE OF WORK: City

R&D: No

GROUP: GIS

PROJECT DESCRIPTION(S):

1. GIS/Asset Management (G04)
2. None



# **HUNTSVILLE TOWN CULINARY WATER REVIEW**

May 01, 2025

# Summary

- Random leaks are continuing to occur
  - New valve installed along 1800 S. narrowed down problem area to a 1,500 ft section, including going under Bally Watts Creek
  - Propose potholing this section to search for underground water
- Using a summer college hire to conduct the majority of the system mapping.
  - Cheapest way to complete this needed task.
  - JUB contracted for training on GIS mapping
  - Will be asking residents to flag their water meter locations in June water bill



# Distribution vs. Usage Status

- January Distribution 3,694,029 g
- Jan Usage -1,169,997 g
- Losses 2,525,032 g
- February Distribution >3,000,000 g
- Feb usage -1,082,340 g
- Losses >1,917,660 g
- March Distribution >6,520,000 g
- March usage >1,100,000 g
- Losses >4,400,000 g

**STAFF REPORT TO TOWN COUNCIL****April 28<sup>th</sup>, 2025****Proposal for a study on the water rates****Findings:**

During the December 2024 water leak crisis, Huntsville Town drained their emergency funds searching for and repairing the leak. Huntsville Town was offered help in the form of grants during the crisis. Rural Water and the State of Utah offered the opportunity to apply for water grants to replenish the funds after the repair of the leak. When Huntsville started the process for grant application, we were informed that Huntsville's water rates were too low, and the MAGI (Median Adjusted Gross Income) of residents was too high to qualify for state grants. Huntsville would only be offered low interest loans.

Huntsville last raised rates in September 2023. The minutes have been included with the Power Point presentation that Ron Gault put together for the public meeting. At the time, the rates were raised 15% from \$50 base rate to \$57.

**Staff Recommendations:**

One of the trends of the legislature is to require studies to implement impact fees for infrastructure. Culinary Water System Impact Fees are enacted as a means for new development to pay for their impact on the existing Culinary Water System. Utah state law requires that an Impact Fee Facilities Plan (IFFP) be prepared before an Impact Fee can be implemented. The law requires that the IFFP contains only the costs for short term (6-10 year) growth, and it must also not raise the existing level of service. Title 11, Chapter 36a, Part 3 of the Utah State Code outlines the requirements relating to Impact Fees. An Impact Fee Analysis is also required to be prepared before an Impact Fee can be implemented.

Huntsville has put off any kind of study that involves impact fees because the cost could be high. A number of years ago, Attorney Morris suggested that we have impact fee studies to avoid the arbitrary nature of fees and to have a solid knowledge of the costs associated with the fees involved. Zion's Bank is a nonpartial entity that conducts these studies. Ron Gault and Beckki Endicott have met with Susie Becker, Vice-President at Zion's Bank to have a better understanding of impact fees which Huntsville charges for water.

Ron Gault has provided Huntsville Town with very valuable information in the past for water rate increases. He has saved the Town a lot of funds by conducting his own studies. Huntsville has benefited from his analytical mind and generous heart. It is the recommendation that Huntsville engaged with Zion's Bank to study the culinary water rates. The report would provide solid information about where Huntsville stands with regard to its rates. Zions has a lot of experience in studying water rates. Much like impact fees, Huntsville will have a report from Zion's Bank that will be acceptable when applying for grants and funds as well as solid data that Huntsville can provide to its residents and culinary customers.

Beckki Endicott contacted Susie Becker at Zion's Bank, and she has a formal proposal that has been attached.

In addition, it is highly recommended that we engage Zion's Bank to provide an impact study on the culinary water system and consider an impact assessment on roads in the future.

**Required Action:**

**Motion to Approve** (Example: I move to recommend Approval, *list reasons for approval* Subject to *Staff and other agency comments, and other conditions.*

**Motion to Deny** (Example: I move to recommend Denial, *list reasons for denial.*

**Motion to Table** (Example: I move to Table, *list reasons for tabling, Date tabled to and requirements for reappearance.*)



14 April 2025

Beckki Endicott  
Huntsville Town Clerk  
[bendicott@huntsvilleutah.gov](mailto:bendicott@huntsvilleutah.gov)

**RE: PROPOSAL FOR WATER RATE STUDY**

Dear Beckki:

Zions Public Finance, Inc. (ZPFI) enthusiastically submits this Proposal to prepare a water rate study for Huntsville. We have performed hundreds of rate studies throughout the State and look forward to working with you to craft rates that reflect your unique circumstances and meet your needs.

### Data Needs

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The information that we will need to perform this study is as follows:

- **Current Base Rate Customers.** Please provide the number of base rate payers for the most recent month available. Based on the Town's website, there are 10 different customer categories for base rates as shown in the table below. If this is the case, we will need the number of customers paying the base rate in each category.

Connections within the municipal boundaries of Huntsville Town		Connections outside the municipal boundaries of Huntsville Town	
Meter Size	Monthly Rate	Meter Size	Monthly Rate
¾ inch	\$57.50	¾ inch	\$75
1 inch	\$89.50	1 inch	\$116
1.5 inches	\$127.50	1.5 inches	\$166.50
2 inches	\$166.50	2 inches	\$212.50
3 inches	\$235.50	3 inches	\$258.50

- **Growth Projections.** We either need the historical growth in base rate payers or an estimate of future projected growth. In other words, we need to estimate the number of customers in each of the categories above going forward.

- **Usage Tiers.** This is the most time-consuming part of the study. We need to know the *annual* usage (we can likely figure usage from the total amounts billed if necessary) in each of the customer tiers below. We are assuming that the Town wants to keep the same tiers (i.e., 7,000 – 19,999 gallons, etc.) but with updated rates.

Total Usage per connection (gallons per month)	Overage Fee Rates per 1,000 gallons	
0 – 6,999	\$0 (covered in monthly base rate)	
Overage Categories	Within municipal boundaries	Outside municipal boundaries
7,000 – 19,999	\$6.75	\$7.75
20,000 – 29,999	\$8	\$9
30,000 – 39,999	\$9	\$10
40,000 – 49,999	\$10.25	\$11.25
50,000 – 59,999	\$11.50	\$12.50
60,000 – 69,999	\$12.75	\$13.75
70,000 – 79,999	\$14	\$15
80,000 – 89,999	\$15.25	\$16.25
90,000 – 99,999	\$16.50	\$17.50
100,000 +	\$17.75	\$18.75

- **Operating Costs.** We can use the 2025 budget, as posted on the State Auditor's website, unless you would prefer we use additional information that you have.
- **Debt Service.** We need any debt service in the water fund, as well as the amortization schedules for that debt.
- **Capital Costs.** Please provide projected capital improvements by anticipated year of construction/acquisition, and cost.
- **Fund Balance.** Please provide your estimated water fund balance as of June 30, 2025.



## Proposed Fees

The fee for completing the above tasks is \$8,000 assuming that the Town can provide the usage by tier. If, however, we need to take all of the monthly printouts from the Town and aggregate the information by usage tier, the fee would increase to \$10,000.

We greatly look forward to working with you.

Best Regards,

A handwritten signature in cursive script that reads "Susie Becker".

Susie Becker, Senior Vice President  
Zions Public Finance, Inc.

**MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING**  
**Thursday, September 21, 2023, 5:00 p.m.**  
**Huntsville Town Maintenance Bldg., 165 South 7500 East, Huntsville**

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	Present
Nikki Wolthuis	Clerk	Present

**Citizens:** Sheree Evans – Treasurer, Amber Sadlier, Will Strauss, Laurie Moss, Lisa Woolsey, Ron Gault-Water Board Chair, Rex Harris-Town Hall Construction Manager

**Zoom:** Mayor Sorensen, TCM Sandy Hunter, Attorney Bill Morris, Wade Budge, Steve Starks

1-Mayor Sorensen called the meeting to order.

There is a full quorum present.

2-Pledge of Allegiance led by TCM Kevin Anderson

3-Opening Ceremony given by TCM Artie Powell

4-Public Comments: No public comments.

5-Sheriff's Report: No report.

6-Presentation of Ragnar Race

Amber Sadlier and Will Strauss of Ragnar Race series came to explain how the 2024 Ragnar race would impact Huntsville Town. Ragnar is a 200-mile relay starting in Logan and ending at Brighton Resort. Exchange point #9 will be at Huntsville Park on June 7th. Runners and their support vehicles will be coming through town between 2pm and 9pm. There will be 55 vehicles at the most at one time with 4:30 pm. being peak time. (See Attachment #1) TCM Powell cautioned the race organizers to reserve the bowery so there aren't any conflicts with other events going on in the park that day. Mayor Sorensen hopes the Ragnar race will compensate the Town for its impact. Reps for Ragnar said they could donate to a veteran's memorial or other charitable cause. Mayor Sorensen suggested a donation to the Town Hall/Community Center or the Aldous Cabin restoration. Amber and Will explained that a fundraiser related to the race is another way to earn money for the Town. Mayor Sorensen asked them to fill out an event form and get the bowery rented.

7-Discussion and/or Action on Resolution 2023-9-21 to accept the Starks' Annexation Petition

It was pointed out that including that 21-acre parcel in the annexation map would create a peninsula. Starks' attorney Wade Budge made that point earlier in the meeting. Not all TC Members agreed that it was a peninsula. The TC discussed adding Susan McKay's property to the map as well.

The TC was interested in adding the northern McKay Meadows property to the Annexation expansion map and wondered if Mayor Sorensen could discuss it with Mr. Starks. Adding the 21-acre parcel to the map would have conditions based on their plan of building only 1-2 homes. **TCM Anderson motioned to include the McKay Meadows 21-acre parcel, #210070012 north of the Town boundary line in the Annexation Expansion Map conditioned upon and subject to a prior agreement from Starks that the property would be limited in terms of development even beyond the A-3 zoning consistent with what they have agreed to do with the property in the city and that water connections would be limited to the number of lots they have agreed to. TCM Ahlstrom seconded the motion. Roll Call vote. Votes reflected below. Motion passes 4-1.**

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 minutes for Town Council Meeting 9-7-23

**(See Attachment #5) TCM Sandy Hunter motioned to approve the minutes for Town Council Meeting September 7, 2023. TCM Powell seconded the Motion. All votes Aye. Motion passed.**

11. Discussion and/or action on Water Rate Increase.

Ron Gault, Town Water Board Chair presented a slideshow explaining Huntsville's water budget. **(See Attachment #6)** Costs that were discussed included plant depreciation, inflation, costs of employees, paying for water rights, and payments on the plant loan. Revenue sources include water hookup fees, interest income, and a grant. The grants are not fixed revenue because you cannot always count on them. Future projects that need completion were also considered in the water system's overall cost. Based on the math done by balancing the costs versus revenue a 15% water increase was suggested. **TCM Anderson motioned to approve a 15% increase per month in water rates.** TCM Hunter asked if it was enough? Ron Gault said that they could revisit the issue again next year. TCM Hunter wondered if a 20% increase would be more likely to cover their costs. TCM Powell cautioned about doing too big of an increase. Mayor Sorensen suggested they make smaller increases rather than big ones. There may be some out there on a tighter budget. TCM Anderson restated his earlier motion. **TCM Ahlstrom seconded the motion. All votes Aye. Motion passed.**

Mayor Sorensen suggested the presentation be put on the website to explain the rate increase. Ron wanted more time to fix the wording. Shannon and Nikki were tasked with posting Ron's presentation.

After the discussion, it was noted that the ordinance tied to the water rate had not been approved. **TCM Anderson amended the motion to approve Ordinance 2023-09-21 and add a 15% rate increase to the water rate chart after suggestions by Ron Gault. TCM Ahlstrom seconded the motion. Roll Call Vote. Votes reflected below. 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			

12. Discussion and/or action on Resolution 2023-09-14 Interlocal Agreement for Code Enforcement (See attachment #7)

Mayor explained the Town needs an outside code enforcement officer to handle the increasing number of complaints in the Town. Mayor Sorensen asked Nikki Wolthuis, clerk, to read the resolution. **TCM Ahlstrom motioned to approve Resolution 2023-09-14. TCM Hunter seconded the motion.** TCM Powell asked how many hours per month would be spent on code enforcement and how that would be monitored. TCM Hunter and Mayor Sorensen recounted their conversation with the county and stated that it would not be more than 3-5 hours per month and it will be part of the regular billing. Mayor Sorensen explained how important it was to get an outside enforcement officer and gave a recent example to illustrate that. **Roll call vote. Votes reflected below. 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			

12. Discussion and/or action on the selling of the Town lots.

The gentlemen wanting to discuss purchasing the Town property did not contact the Town to further the discussion. **Mayor Sorensen motioned to table the issue. TCM Powell seconded the motion. All votes Aye. Motion passed.**

13. Discussion and/or action on the approval of the Town Hall Community Center bid.

Rex Harris, Town Hall Construction Manager, explained the bidding process from the pre-bid meeting attended by 16 builders to prequalification and opening of the bids earlier in the day. He presented a chart showing the 4 different bids that came in. **(See Attachment #8)**



# **HUNTSVILLE TOWN CULINARY WATER RATES INCREASE JUSTIFICATION**

September 21, 2023

Revision 1

# Agenda

- What's Our Fixed Costs to Deliver Water?
- What's Our Overall Cost to Deliver Water?
- A Simple Calculation for Our Water Cost
- Statistics on Current Water Usage
- How do Our Costs Compare to Our Rates?
- Historical Huntsville In-Town Culinary Water Rates
- So, Are We Charging Enough to Cover Our Costs?
- Considerations Regarding Future Water Rates
- Recommendations
- Sample Impact of Proposed Monthly Increases

## What's Our Fixed Costs to Deliver Water?

- No simple answer!
  - Water rights
    - One time purchase of \$400,000
    - Ongoing cost of \$10,000/yr
  - Water Source Maintenance
    - Springs
    - Well
  - Treatment Plant Maintenance
    - Chemicals, filters, sensors, pumps, ponds, etc.
    - Utilities
  - Distribution System Maintenance
    - Most unpredictable, likely to continue increasing
  - Monitoring, testing, recording, and reporting to State
  - Labor
    - Plant operators
    - Meter readers
    - Infrastructure maintenance
    - Clerical



# What's Our Fixed Costs to Deliver Water? (cont.)

	<u>FY 23 Actuals</u>	<u>FY 2024 Budget</u>
Plant Personnel	\$30,500	\$33,000
General & Administrative (added Thom Summers in FY24)	\$12,700	\$27,200
Utilities and Water Rights	\$17,000	\$17,250
Supplies and Materials	\$16,200	\$16,000
Repairs and Maintenance (a variable that we estimate)	\$57,000	\$80,100
Interest	\$17,000	\$17,000
Loan Payment	\$56,000	\$56,000
Fixed Income ~ \$272,000	\$206,400	\$246,550



## What's Our Overall Cost to Deliver Water?

- Depreciation – what's a reasonable rate to use?
  - Our plant's currently estimated value is ~\$5,000,000 according to auditors
    - They use \$240,000/yr. depreciation in the Town budget
  - They can't legally recommend a \$ figure to be putting aside each year
    - One example: Pineview West sets aside \$35,000/yr for a water system they estimate worth \$1,000,000
- Inflation – we haven't raised rates since 2019
  - Breaking even today could mean being in the red next year

## A Simple Calculation for Our Water Cost

- We produce 20,000-30,000 gals a day, with an average of 3,113,658 gals/mo, or ~37,000,000 gals in FY2023
- Using the total **fixed operating expenditures** for the water system in FY2023 and our FY2024 estimate comes to ~ \$5.50/1,000 gal and \$6.60/1,000 gal
  - but -
- Adding an amount for **depreciation** of \$240,000/yr comes to ~ \$12/\$1,000 gal in FY 2023 and \$13/1,000 gal in FY24
  - and-
- There's no factor for **inflation**

# Statistics on Revenue and Current Water Usage

- Our revenue breakdown for FY23
  - Connection fees \$263,851
  - Interest: income +\$25,254 – cost -\$16,992
  - Grants \$37,990 (one-time ARPA grant)
- Bruce asked about how many connections don't use any/little water?
  - Shannon's out of town and I don't have access to that information, but what I do have indicates that not charging those connections anything would make a significant impact on our revenue
- ~ 20 users exceed the the 7,000 min
  - 10, 12, 13, 15, 18, 19, 24, 34 thousand gals are some of the highest current residential users
  - Highest current residential user (possible leak) is 38,000 gal for a cost of \$260

## How Do Our Costs Compare to Our Rates?

- If we take the current base of 7,000 gals/mo minimum charge for our users, we could say it's costing us between:

$$7000 \text{ gal} \times \$6.60/1,000 \text{ gal} = \$46.20$$

...and ...

$$7,000 \text{ gal} \times \$13/1,000 \text{ gal} = \$91$$

- To encourage conservation and discourage heavy users, most water systems use a sliding rate structure, increasing the unit cost for high use

## Historical Huntsville In- Town Culinary Water Rates

- 2008
  - \$33 min up to 15,000 gal \$2.20 per 1,000 gal
  - 15,000 – 30,000 gal \$3 per 1,000 gal
  - 30,000 – 45,000 gal \$4 per 1,000 gal
- 2014
  - \$45 min up to 10,000 gal. \$4.50 per 1,000 gal
  - 10,000 – 19,999 gal \$5 per 1,000 gal
  - 20,000 – 29,999 gal \$6 Per 1,000 gal
  - 30,000 – 39,999 gal \$7 per 1,000 gal
- 2019
  - \$50 min up to 6,999 gal. \$7.14 per 1,000 gal
  - 7,000 to 9,999 gal \$5 per 1,000 gal
  - 10,000 to 19,999 gal \$6 per 1,000 gal
  - 20,000 to 29,999 gal \$7 per 1,000 gal
  - 30,000 to 39,999 gal \$8 per 1,000 gal



## So, Are We Charging Enough to Cover Our Costs?

- With our \$50 min up to 6,999 gal
  - Our cost is \$46.20 - \$91
- Using the current sliding rate - for 40,000 gal
  - 7,000 to 9,999 gal costs \$15 or \$5/1,000 gal
  - 10,000 to 19,999 gal costs \$60 or \$6/1,000 gal
  - 20,000 to 29,999 gal costs \$70 or \$7/1,000 gal
  - 30,000 to 39,999 gal costs \$80 or \$8/1,000 gal
  - Total for 40,000 gal = \$50 + \$225 = \$275
  - \$6.80/1,000 gal average
  - While our cost is between \$264 (\$6.60/1,000 gal) - \$520 (\$13/1,000 gal)

## Considerations Regarding Future Water Rates

- Our Emergency Reserve Fund is growing, but we should consider including defined budgeting for depreciation
  - The fund is currently at ~\$315,000 and it's our only set aside source of covering costs that exceed our budget
  - Example: replacing the water line from the ~6800 S to Cemetery Point would cost ~\$200,000
- Our current loan balance is \$611,000
- We hired Thom Summers LLC to be on a retainer of \$1500/mo
  - That alone works out to ~ \$5/mo/hookup

# Recommendations

- Recommend

- \$10/mo base rate increase for in and out of Town users
  - Spreads the cost out over more people than significant increases in the overage charges
  - Rex recommends a % increase vs. a fixed amt since out-of-Town users have a higher base rate. Based on \$10 being a 20% increase, out of town would then be \$13 higher for a \$78 rate.
  - Inflation since last increase has been 18.6%. Consider a 15% increase: \$57.50 in and \$75 out of Town

- Recommend

- 1) Combining the 7,000 – 9,999 gal overage bracket with the 10,000 – 19,999 gal bracket and
- 2) Increasing the rate \$1 (maybe \$0.75 in and \$1 out) for each overage bracket for both in and out of Town users
  - Start at \$7/1,000 gal in the 7,000 – 19,999 range so we are charging closer to what it costs us



Connections within the municipal boundaries of Huntsville Town		Connections outside the municipal boundaries of Huntsville Town	
Meter Size	Monthly Rate	Meter Size	Monthly Rate
¾ inch	<del>\$68</del> 60	¾ inch	<del>\$68</del> 75
1 inch	<del>\$78</del> 88	1 inch	<del>\$101</del> 111
1.5 inches	<del>\$114</del> 141	1.5 inches	<del>\$145</del> 155
2 inches	<del>\$145</del> 155	2 inches	<del>\$185</del> 195
3 inches	<del>\$205</del> 215	3 inches	<del>\$225</del> 235

Table 2 - Overage Fees

Total usage per connection (gallons per month)	Overage Fee Rate
0 - 6,999	\$0 (monthly base rate)
Overage Category	Overage Fee Rate per 1,000 gallons
7,000 - 19,999	<del>\$5</del> 7
<del>10,000 - 19,999</del>	<del>\$5</del>
20,000 - 29,999	\$7 8
30,000 - 39,999	\$8 9
40,000 - 49,999	\$9 10
50,000 - 59,999	\$10 11
60,000 - 69,999	\$11 12
70,000 - 79,999	\$12 13
80,000 - 89,999	\$13 14
90,000 - 99,999	\$14 15
100,000 +	\$15 16

Connections within the municipal boundaries of Huntsville Town			Connections outside the municipal boundaries of Huntsville Town		
Meter Size	Monthly Rate		Meter Size	Monthly Rate	
1/4 inch	52	5000 60	1/4 inch	75	5000 25
1 inch	90	5000 58	1 inch	116	5000 11
1.5 inches	124	5000 141	1.5 inches	163	5000 185
2 inches	155	5000 175	2 inches	213	5000 195
3 inches	215	5000 215	3 inches	280	5000 235

Table 2 - Average Fee

Total usage per connection (gallons per month)	Overage Fee Rate
0 - 6,999	\$0 (monthly basic rate)
Overage Category	Overage Fee Rate per 1,000 gallons
7,000 - 9,999	\$2.7
10,000 - 14,999	\$4.5
15,000 - 19,999	\$6.3
20,000 - 24,999	\$8.1
25,000 - 29,999	\$9.9
30,000 - 34,999	\$11.7
35,000 - 39,999	\$13.5
40,000 - 44,999	\$15.3
45,000 - 49,999	\$17.1
50,000 - 54,999	\$18.9
55,000 - 59,999	\$20.7
60,000 - 64,999	\$22.5
65,000 - 69,999	\$24.3
70,000 - 74,999	\$26.1
75,000 - 79,999	\$27.9
80,000 - 84,999	\$29.7
85,000 - 89,999	\$31.5
90,000 - 94,999	\$33.3
95,000 - 99,999	\$35.1
100,000 -	\$36.9

# Sample Impact of Proposed Monthly Increases

- For the majority of user
  - From \$50 to \$57.50 In-Town - \$8.20/1,000 gal
  - From \$65 to \$75 Out of Town - \$10.71/1,000 gal
- For the higher (20,000 gal) user
  - From \$125 to \$148.50 In-Town - \$7.42/1,000 gal ave
  - From \$140 to \$166 Out of Town- \$8.30/1,000 gal ave
- For the heaviest (40,000 gal) users
  - From \$275 to \$318.50 In-Town - \$7.96/1,000 gal ave
  - From \$290 to \$336 Out of Town - \$8.40/1,000 gal ave

BACKUP

Connections within the municipal boundaries of Huntsville Town		Connections outside the municipal boundaries of Huntsville Town	
Meter Size	Monthly Rate	Meter Size	Monthly Rate
¾ inch	\$50	¾ inch	\$65
1 inch	\$78	1 inch	\$101
1.5 inches	\$111	1.5 inches	\$145
2 inches	\$145	2 inches	\$185
3 inches	\$205	3 inches	\$225

Table 2 – Overage Fees

Total usage per connection (gallons per month)	Overage Fee Rate
0 – 6,999	\$0 (monthly base rate)
<i>Overage Category</i>	<i>Overage Fee Rate per 1,000 gallons</i>
7,000 – 9,999	\$5
10,000 – 19,999	\$6
20,000 – 29,999	\$7
30,000 – 39,999	\$8
40,000 – 49,999	\$9
50,000 – 59,999	\$10
60,000 – 69,999	\$11
70,000 – 79,999	\$12
80,000 – 89,999	\$13
90,000 – 99,999	\$14
100,000 +	\$15

# What Are Other Towns Around Us Charging?

Town	Cost for 7,000 Gallons (our base)
Huntsville	\$50 (in town boundary) \$65 (out of town boundary)
Pineview West	\$80 (for 8,000 gal base)
Eden Water	\$65 (20,000 gal base)
Liberty	\$35 (20,000 gal base)
Washington Terrace	\$39.30 (for 7,000 gal)
Pleasant View	\$30.75 (for 7,000 gal)
N. Ogden	\$33.29 (resident – 7,000 gal) \$49.50 (non-resident – 7,000 gal)
Ogden	\$42.49 (7,000 gal)

## Proposal

4/16/2025 9:55:14 AM

Page 1 of 2

Kay Riley Carpet & Flooring  
96 North 500 West  
Bountiful Utah 84010  
8012950434



Proposal #: 62312  
Sale Date: 4/15/2025  
Next Install:  
Sales Rep: Elena M

## SOLD TO:

Lewis Johnson Library bldg 2  
~~XXXXXXXXXX~~  
Huntsville, UT 84317  
~~XXXXXXXXXX~~

## SHIPPED TO

Lewis Johnson  
~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~ 84317

COMMENTS	MATERIALS / LABOR	QUANTITY	PRICE	TOTAL
1 Main room- LIBRARY (Bldg 2)	Robbins Natural Forest 5" Solid wood Pebble Gray (18.5 sq/ft ctn) HW- Install Prefinished Wood	351.5 SqFt 347 SqFt	\$9.00 \$3.75	\$3,163.50 \$1,301.25
2 Wood Adhesive on concrete	Adhesive (PFS-Wood Glue) 5 Gallon 1900	2.25 Each	\$197.18	\$443.66
3 Bathroom, storage room LVP- glue down	Flow 18x18 2.5 (45sf/box) Streamline LVT- Glue Down w/Adhesive	93 SqFt 93 SqFt	\$3.00 \$2.25	\$279.00 \$209.25
4 LVP Adhesive on concrete	Adhesive (PFS) TAG 100 (600sf/pail)	93 SqFt	\$0.23	\$21.39
5 Rubber stairnose in storage	Molding LVT- Molding Stair Nose	1 Each 3 Each	\$25.00 \$2.00	\$25.00 \$6.00
6 Mercer for LVP to back door	Mercer (matched) LVT- Molding	1 SqFt 3 SqFt	\$15.00 \$2.00	\$15.00 \$6.00
7 Reducer to LVT flooring	Robbins Natural Forest Reducer Pebble Gray HW- Molding	1 Each 6 Each	\$90.00 \$2.00	\$90.00 \$12.00
8 Take up carpet with tak	Carpet- Take Up (new hard surf)	0 352	\$0.00 \$0.30	\$0.00 \$105.60
9 Dig up and discard VCT tiles	VCT- Tile Dig Up	0 328	\$0.00 \$2.05	\$0.00 \$672.40

I authorize Kay Riley Flooring to perform the above stated work and agree to pay all costs associated therewith in full upon completion of the work performed. I am aware that a mechanics lien may be filed if any invoice is not paid within 45 days from the date of the invoice and a \$100 lien fee will be assessed.

I agree to pay a minimum of 75% down before any work can commence, including ordering of product and scheduling of work.

I agree to pay 18% per annum on any unpaid balance, compounded monthly beginning 30 day after the invoice date.

I understand that in the event that any unpaid balance is placed with a collection agency, I agree to pay a collection agency fee of 30% of the unpaid balance.

I understand that in the event legal action is commenced to collect any unpaid balance, I agree to pay reasonable attorney's fees and costs of court and agree to submit to the jurisdiction of the appropriate Utah State Court.

A 25% restocking fee will be assessed on all orders cancelled and product has been shipped.

CUSTOMER SIGNATURE

DATE

## Proposal

4/16/2025 9:55:14 AM

Page 2 of 2

10	Dig up and discard old vinyl	Vinyl- Dig Up	0	\$0.00	\$0.00
			60	\$1.25	\$75.00
11	Remove base	Baseboard- Remove Existing	0	\$0.00	\$0.00
			95	\$0.80	\$76.00
12	Replace base- we do not caulk or paint	Baseboard- Replace Existing	0	\$0.00	\$0.00
			95	\$2.85	\$270.75
13	Floor prep- medium - may need more- TBD after old flooring is removed	Floor Prep- Medium	0	\$0.00	\$0.00
			415	\$0.85	\$352.75
14	Pull toilet- customer to replace	Pull Toilet(s)	0	\$0.00	\$0.00
			1	\$35.00	\$35.00

Customer will move wood stove - This is a 1940's VCT -

**SubTotal:** \$7,159.55  
**Misc Chg:** \$0.00  
**Total:** \$7,159.55  
**Payments:** \$0.00  
**Balance:** \$7,159.55

11-11:30 Thursday April 10

I authorize Kay Riley Flooring to perform the above stated work and agree to pay all costs associated therewith in full upon completion of the work performed. I am aware that a mechanics lien may be filed if any invoice is not paid within 45 days from the date of the invoice and a \$100 lien fee will be assessed.

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CUSTOMER SIGNATURE

DATE



# Proposal

4/16/2025 9:56:05 AM

Page 1 of 2

Kay Riley Carpet & Flooring  
96 North 500 West  
Bountiful Utah 84010  
8012950434



Proposal #: 62275  
SaleDate: 4/8/2025  
Next Install:  
Sales Rep: Elena M

## SOLD TO:

Lewis Johnson Old Hall bldg 1  
~~XXXXXXXXXX~~  
Huntsville, UT 84317  
~~XXXXXXXXXX~~

## SHIPPED TO

Lewis Johnson  
~~XXXXXXXXXX~~  
Huntsville UT 84317

COMMENTS	MATERIALS / LABOR	QUANTITY	PRICE	TOTAL
1 Main room- Old Hall bldg	Robbins Natural Forest 5" (18.5 sq/ft ctn) Pebble Gray HW- Install Prefinished Wood	296 SqFt 289 SqFt	\$9.00 \$3.75	\$2,664.00 \$1,083.75
2 Remove Existing Solid HW	HW- Dig Up	0 272	\$0.00 \$1.75	\$0.00 \$476.00
3 Remove Any Rotted/Damaged 3/4" OSB (footage will vary at install)	Subfloor- Dig Up	0 135	\$0.00 \$2.00	\$0.00 \$270.00
4 Replace OSB (footage will vary at install)	Subfloor 23/32"	0 135	\$0.00 \$4.95	\$0.00 \$668.25
5 Floor Prep (may vary at install)	Floor Prep- Medium	0 272	\$0.00 \$0.85	\$0.00 \$231.20
6 Replace Existing Baseboard (KR does not caulk/paint)	Baseboard- Replace Existing	0 78	\$0.00 \$2.85	\$0.00 \$222.30
7 Pull Existing Baseboard	Baseboard- Remove Existing	0 78	\$0.00 \$0.80	\$0.00 \$62.40

I authorize Kay Riley Flooring to perform the above stated work and agree to pay all costs associated therewith in full upon completion of the work performed. I am aware that a mechanics lien may be filed if any invoice is not paid within 45 days from the date of the invoice and a \$100 lien fee will be assessed.

I agree to pay a minimum of 75% down before any work can commence, including ordering of product and scheduling of work.

I agree to pay 18% per annum on any unpaid balance, compounded monthly beginning 30 day after the invoice date.

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A 25% restocking fee will be assessed on all orders cancelled and product has been shipped.

CUSTOMER SIGNATURE

DATE

## Proposal

4/16/2025 9:56:05 AM

Page 2 of 2

8	Contingency Floor		0	\$0.00	\$0.00
	Work- Floor joists are covered but some sections may need replaced or reinforced.	Miscellaneous Labor	1	\$250.00	\$250.00

Floor prep and repair of subfloor could be more - will assess after removal of old floor	SubTotal:	\$5,927.90
	Misc Chg:	\$0.00
	Total:	\$5,927.90
Measure 11-11:30 Thursday April 10	Payments:	\$0.00
	Balance:	\$5,927.90

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A 25% restocking fee will be assessed on all orders cancelled and product has been shipped.

CUSTOMER SIGNATURE

DATE



**Staker Parson Materials & Construction**  
A CRH Company

Ogden - 2350 S. 1900 W. Ogden, UT 84401 | P: (801) 731-1111 F: (801) 731-8800  
Brigham City - PO Box 517 Brigham City, UT 84302 | P: (435) 723-5216 F: (435) 723-9343  
Smithfield - PO Box 65 Smithfield, UT 84335 | P: (435) 563-3242 F: (435) 563-9480

*The Preferred Source for quality sand, rock, landscape products,  
ready mix concrete, asphalt, paving & construction services.*

<b>To:</b>	Huntsville City Corporation	<b>Contact:</b>	Bruce Ahlstrom
<b>Address:</b>	P.O. Box 267 Huntsville, UT 84317	<b>Phone:</b>	
		<b>Fax:</b>	
<b>Project Name:</b>	Huntsville 2025 Misc Asphalt Patching Repairs	<b>Bid Number:</b>	
<b>Project Location:</b>	Various Streets, Huntsville, UT	<b>Bid Date:</b>	3/27/2024

**JOB SPECIFICATION AND PRICE:**

**(IF UNIT PRICES ARE QUOTED, UNITS WILL BE MEASURED ON COMPLETION AND INVOICED AT UNIT PRICES QUOTED).**

**IF OWNER ELECTS TO EXECUTE OWN CONTRACT AGREEMENT, THIS PROPOSAL IS TO BECOME PART OF AND ATTACHED TO OWNERS CONTRACT**

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	<b>4" Thick Asphalt Patching Includes -</b> A) Sawcut, Excavating, Grade & Compact Existing Material B) Tack Coat All Vertical Edges	2,000.00	SF	\$5.95	\$11,900.00

**Notes:**

- **Additional work and work in excess of that specified and described above will be handled as a Change Order. Additional work MUST BE APPROVED by owner and contractor prior to construction.**
- In order to assure positive drainage, all paving surfaces need to have a minimum of 1.5% slope. Staker Parson Companies cannot guarantee drainage on areas with less than 1.5% slope. We will do our best to minimize standing water in areas less than 1.5%.
- Bid DOES NOT include engineering, layout or testing unless otherwise stated.
- Price Shown DOES NOT Include Performance And Payment Bond.
- Bid DOES NOT include traffic control unless otherwise stated.
- Bid includes only the items as specified and described above.
- If saw cutting of asphalt & testing of road base are to be completed by Staker/Parson Companies, a minimum of \$400.00 plus \$0.40 per inch foot for saw cut and a minimum of \$250.00 plus \$50.00 for each density test.
- Unless otherwise stated bid does not include raising and concrete collars on manholes, water valves or monuments.
- General Contractor, owner or developer is responsible for Storm Water Prevention Plan.
- Please Review attached TERMS & CONDITIONS. Upon Signature Of Proposal Purchaser Is Bound To All Terms And Conditions Of Agreement. Original Copy Of Proposal Must Be Signed And On File Prior To Commencement Of Work.

**Payment Terms:**

Refer to attached Terms & Conditions. Please note\*\*\*Effective March 1, 2019, payment by credit card will no longer be allowed on Construction Service Invoices\*\*\*

<p><b>ACCEPTED:</b></p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b></p> <p><b>STAKER   PARSON COMPANIES</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Julio Mendoza (435) 237-1590 julio.mendoza@stakerparson.com</p>
--	---

**LaRose Paving, Inc.**  
P.O. Box 12910 • Ogden, Utah 84412  
801-675-5309

**PROPOSAL**

PAGE NO. \_\_\_\_\_

OF \_\_\_\_\_ PAGES

***SPECIALISTS IN: ASPHALT PAVING • SEAL COAT • CRACK SEAL***

PROPOSAL SUBMITTED TO:		PHONE: 801-745-3420	DATE: 3/26/2023
NAME: Huntsville City Corporation		JOB NAME: 2025 Misc Asphalt Patching Repairs	
STREET: 7309 East 200 South		STREET: Various Locations	
CITY: Huntsville	STATE: UT 84317	CITY: Huntsville	STATE: UT

**WORK TO INCLUDE:**

- Sawcut damaged areas, excavate, grade and compact existing material.
- Tack coat all vertical edges.
- Furnish, place and compact 4"asphalt pavement, 2,000/SF @ \$4.75/SF

**\$9,500.00**

\*Areas to be marked and measured with city representative.

\*To be measured and billed upon completion.

Any changes from above will be discussed with owner and billed accordingly

We hereby propose to furnish labor and material - complete with the above specifications for the sum of \_\_\_\_\_

dollars (\$ \_\_\_\_\_)

) with payment to be made as follows:  
Net due in 30 days following date of invoice, including monthly payments equal to the evaluation of work performed in any preceding month, interest at the rate of 1 1/2% per month charged on all past due accounts. This is an annual percentage rate of 18%. Purchaser agrees to pay reasonable legal fees, if it becomes necessary to place account for collection.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over and above the estimated. Contractor shall not be responsible for breakage of curb, gutter and sidewalk when existing conditions require crossing concrete. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. LaRose Paving, Inc. is not responsible for any work performed between October 15th and April 1st.

**IF THIS BID IS ACCEPTED, PLEASE  
SIGN AND RETURN WHITE COPY**

Authorized Signature \_\_\_\_\_

NOTE: This proposal may be withdrawn by us if not accepted within 14 days.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.  
Payment will be made as outlined above.

ACCEPTED:

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

---

**Fw: Road patch work**

---

**From** Bruce Ahlstrom <bahlstrom@huntsvilleutah.gov>

**Date** Mon 4/21/2025 3:59 PM

**To** Nikki Wolthuis <nwolthuis@huntsvilleutah.gov>

Nikki,

This is one of the 3 bids we got. It was higher so I didn't ask for an official estimate.

Bruce

---

**From:** Dave Stevenson <sealproutah@gmail.com>

**Sent:** Monday, April 14, 2025 11:37 AM

**To:** Bruce Ahlstrom <bahlstrom@huntsvilleutah.gov>

**Subject:** Re: Road patch work

Hey Bruce,

Somehow this fell off my radar. I am so sorry.

Are you still looking for a quote?

We would be at \$11,1000 for that. I can send you an official estimate if still needed.

Once again sorry for the delayed response.

**SEAL PRO**

**Steven Redfern**

**(801) 613-2011**

On Thu, Mar 27, 2025 at 1:28 PM Bruce Ahlstrom <bahlstrom@huntsvilleutah.gov> wrote:

Dave Stevenson

Huntsville town is putting out to bid some patchwork for our roads. We are looking at doing about 2000 square feet. We would like

4" Thick Asphalt Patching to Include:

A) Sawcut, Excavating, Grade & Compact Existing Material

B) Tack Coat All Vertical Edges

Bruce Ahlstrom



GENUINE DEALERS  
USE GENUINE PARTS



**OUTDOOR HOME CENTER**  
126 East 4600 South  
Washington Terrace, UT 84405  
Ph. 622-7670

## SERVICE ORDER

TC Minutes 5-1-25

NO. A 132

**Attachment #12**

DATE IN \_\_\_\_\_

47-18-2010

NAME <i>Huntsville City</i>		ENGINE MODEL NO.	EQUIPMENT MANUFACTURER
ADDRESS <i>2309 E 2005</i>		TYPE OR SPEC NO.	TYPE OF EQUIPMENT <i>Reddy Mower</i>
CITY/STATE/ZIP <i>Huntsville Utah</i>		SERIAL/CODE NO.	EQUIPMENT MODEL NO.
DEALER TO PICKUP/DELIVER <input type="checkbox"/>	PHONE - DAY <i>801-745-3420</i>	PHONE - EVENING	EQUIPMENT SERIAL NO.
CUST. NOTIFIED <input type="checkbox"/> DATE	EMAIL ADDRESS	DATE/TIME	DATE OF PURCHASE

## SERVICE CHECKLIST

AIR FILTER: PRESENT?		CONDITION: CLEAN <input type="radio"/> DIRTY <input type="radio"/> DAMAGED <input type="radio"/>		OVERALL MACHINE CONDITION:	
BLADE CONDITION:		OIL LEVEL:		CONDITION: FRESH <input type="radio"/> USED <input type="radio"/> DARK <input type="radio"/> BURNT <input type="radio"/>	
FUEL CONDITION: FRESH <input type="radio"/> STALE <input type="radio"/> RANCID <input type="radio"/>		AGE:		COOLING FINS CONDITION: CLEAN <input type="radio"/> DIRTY <input type="radio"/> CLOGGED <input type="radio"/>	
REPAIR AS NEEDED <input type="checkbox"/>	TUNE-UP: MINOR <input type="checkbox"/> MAJOR <input type="checkbox"/>	CHECK COMPRESSION <input type="checkbox"/>			
DIAGNOSE & CALL WITH ESTIMATE <input type="checkbox"/>	CHANGE ENGINE OIL <input type="checkbox"/>	CHECK CARBURETION <input type="checkbox"/>			
WARRANTY INSPECTION <input type="checkbox"/>	SHARPEN BLADE <input type="checkbox"/>	SAFETY INTERLOCK <input type="checkbox"/>			
REPAIR STARTER <input type="checkbox"/>	CHECK IGNITION <input type="checkbox"/>				

**CUSTOMER COMMENTS:****WORK PERFORMED:**

					SUMMARY	
QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT	PARTS	
1		Toro 3000 Rider			LABOR	
		W/Mulcher Kit +			PICKUP/DELIVERY	
		Upgrade Seat		847395	SHOP SUPPLIES/ ENVIRON. FEES	
					GAS & OIL	
					FREIGHT	
					SUBTOTAL	847395
					TAX	Exempt
					TOTAL	847395
					IMPORTANT - PLEASE NOTE	
					While the manufacturer may warrant the goods sold to the customer, we make no warranties, express or implied, including any implied warranties of merchantability or fitness, with respect to such goods.	
					Not responsible for loss or damage in case of fire, theft or any other cause beyond our control.	
			TOTAL		I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees	

I FULLY UNDERSTAND THE PURPOSES OF THE SAFETY DEVICES ON THIS EQUIPMENT AND SPECIFICALLY REQUEST THAT THEY NOT BE REPAIRED OR REPLACED, AND I ASSUME RESPONSIBILITY FOR AND HOLD YOU HARMLESS FROM ANY INJURY TO ANYONE THAT MAY RESULT THEREFROM.

X

**AUTHORIZED SIGNATURE**

X

AUTHORIZED SIGNATURE

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PART NO. 273180-4/11





GENUINE DEALERS  
USE GENUINE PARTS



OUTDOOR HOME CENTER  
126 East 4600 South  
Washington Terrace, UT 84405  
Ph. 624-7370

# SERVICE ORDER

NO. A 1322762

DATE IN 4-18-2014	DATE PROMISED
----------------------	---------------

NAME Huntsville City		ENGINE MODEL NO.	EQUIPMENT MANUFACTURER John Deere
ADDRESS 309 E 2005		TYPE OR SPEC NO.	TYPE OF EQUIPMENT Ride On Mower
CITY/STATE/ZIP Huntsville Utah		SERIAL/CODE NO.	EQUIPMENT MODEL NO.
DEALER TO PICKUP/DELIVER <input type="checkbox"/>	PHONE - DAY 801-245-3427	PHONE - EVENING	EQUIPMENT SERIAL NO.
CUST. NOTIFIED <input type="checkbox"/> DATE	EMAIL ADDRESS	DATE/TIME	DATE OF PURCHASE

## SERVICE CHECKLIST

AIR FILTER: PRESENT?	CONDITION: CLEAN <input type="radio"/> DIRTY <input type="radio"/> DAMAGED <input type="radio"/>	OVERALL MACHINE CONDITION:
BLADE CONDITION:	OIL LEVEL: CONDITION: FRESH <input type="radio"/> USED <input type="radio"/> DARK <input type="radio"/> BURNT <input type="radio"/>	
FUEL CONDITION: FRESH <input type="radio"/> STALE <input type="radio"/> RANCID <input type="radio"/> AGE:	COOLING FINS CONDITION: CLEAN <input type="radio"/> DIRTY <input type="radio"/> CLOGGED <input type="radio"/>	
REPAIR AS NEEDED <input type="checkbox"/>	TUNE-UP: MINOR <input type="checkbox"/> MAJOR <input type="checkbox"/>	CHECK COMPRESSION <input type="checkbox"/>
DIAGNOSE & CALL WITH ESTIMATE <input type="checkbox"/>	CHANGE ENGINE OIL <input type="checkbox"/>	CHECK CARBURETION <input type="checkbox"/>
WARRANTY INSPECTION <input type="checkbox"/>	SHARPEN BLADE <input type="checkbox"/>	SAFETY INTERLOCK <input type="checkbox"/>
REPAIR STARTER <input type="checkbox"/>	CHECK IGNITION <input type="checkbox"/>	

## CUSTOMER COMMENTS:

## WORK PERFORMED:

					SUMMARY	
QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT	PARTS	
1		Toro 3000 Rider			LABOR	
		W/Mulcher K.T.T.			PICKUP/DELIVERY	
		Upgrade Seat		8473.95	SHOP SUPPLIES/ ENVIRON. FEES	
					GAS & OIL	
					FREIGHT	
					SUBTOTAL	8473.95
					TAX	Exempt
					TOTAL	8473.95
					IMPORTANT - PLEASE NOTE	
					While the manufacturer may warrant the goods sold to the customer, we make no warranties, express or implied, including any implied warranties of merchantability or fitness, with respect to such goods.	
					Not responsible for loss or damage in case of fire, theft or any other cause beyond our control.	
					I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the unit as necessary for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above unit to secure the amount of repairs thereto.	
					X <i>[Signature]</i>	
					AUTHORIZED SIGNATURE	

I FULLY UNDERSTAND THE PURPOSES OF THE SAFETY DEVICES ON THIS EQUIPMENT AND SPECIFICALLY REQUEST THAT THEY NOT BE REPAIRED OR REPLACED, AND I ASSUME RESPONSIBILITY FOR AND HOLD YOU HARMLESS FROM ANY INJURY TO ANYONE THAT MAY RESULT THEREFROM.

X

AUTHORIZED SIGNATURE

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PART NO. 273180-4/11

## Q U O T A T I O N

PAGE: 1

Mountainland Power Equipment  
2808 S. Main Street  
Salt Lake City, UT 84115 USA  
Phone #: (801)485-5770  
Fax #: (801)485-5774

PHONE #: (801)745-3420  
CELL #: (801)745-3420  
ALT. #:  
P.O. #:  
TERMS: COD  
SALES TYPE: Quote

DATE: 4/17/2025  
ORDER #: 103138  
CUSTOMER #: 117723  
CP: Jake  
LOCATION: 3  
STATUS: Active

## BILL TO 117723

HUNTSVILLE TOWN  
7309 E 200 S  
PO BOX 267  
HUNTSVILLE, UT 84317

## SHIP TO

HUNTSVILLE TOWN  
7309 E 200 S  
PO BOX 267  
HUNTSVILLE, UT 84317

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	NET	TOTAL
TOR	74000	TORO 4000 SERIES 24.5HP KAWASAKI 48" TF DECK Chase 801-690-3116 Outside Sales Rep	1	\$9,489.27	\$9,489.27

## STATE CONTRACT MA4730 PRICING INCLUDED

Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

SUBTOTAL: \$9,489.27  
TAX: \$0.00  
ORDER TOTAL: \$9,489.27

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



# Q U O T A T I O N

PAGE: 1

Mountainland Power Equipment - MLUO  
1144 Century Drive  
Ogden, UT 84404  
Phone #: (801)394-5511  
Fax #:

PHONE #: (801)745-3420  
CELL #: (801)745-3420  
ALT. #:  
P.O.#:  
TERMS: COD  
SALES TYPE: Quote

DATE: 4/17/2025  
ORDER #: 103138  
CUSTOMER #: 117723  
CP: Jake  
LOCATION: 3  
STATUS: Active

## BILL TO 117723

HUNTSVILLE TOWN  
7309 E 200 S  
PO BOX 267  
HUNTSVILLE, UT 84317

## SHIP TO

HUNTSVILLE TOWN  
7309 E 200 S  
PO BOX 267  
HUNTSVILLE, UT 84317

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	NET	TOTAL
TOR	74000	TORO 4000 SERIES 24.5HP KAWASAKI 48" TF DECK Chase 801-690-3116 Outside Sales Rep	1	\$12,999.00	\$12,999.00

Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

SUBTOTAL:	\$12,999.00
TAX:	\$0.00
ORDER TOTAL:	<u>\$12,999.00</u>

*W/out  
Government  
Discount*

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

Budget Worksheet

Account Number	Account Title	FY2022 YTD Actual	FY2023 YTD Actual	FY2024 YTD Actual	Approved Budget FY2024	Amended Budget FY2024	Approved Budget FY2025	Notes
<b>GENERAL FUND - REVENUE</b>								
10-30-100	General Property Tax	97,433.85	97,331.15	114,706.19	105,000.00	115,100.00	120,000.00	check certified tax rate - TC approve
10-30-101	Personal Property Tax	0.00	0.00	1,160.92	1,500.00	1,500.00	1,500.00	
10-30-102	Prior Year Delinquent Tax	3,067.31	6,855.33	7,543.69	6,800.00	8,350.00	8,500.00	
10-30-103	Fee in Lieu of Property Tax	4,348.04	4,031.74	3,109.80	2,500.00	5,000.00	5,000.00	
10-31-100	General Sales & Use Tax	161,121.97	163,460.11	157,988.12	170,000.00	175,000.00	175,000.00	
10-31-103	Highway Transit Tax	15,432.65	15,736.79	15,196.55	16,000.00	17,000.00	17,000.00	
10-31-104	Telecommunication Tax	2,854.10	2,680.49	2,477.42	2,600.00	2,750.00	2,800.00	
10-31-105	Transient Room Tax	3,336.79	17,311.99	15,551.14	18,000.00	18,000.00	18,000.00	
10-32-200	Business licenses and permits	5,937.12	3,779.92	3,266.00	3,800.00	3,800.00	3,800.00	
10-32-201	Other Licenses/Permits	1,710.00	0.00	600.00	0.00	1,000.00	1,000.00	
10-32-202	Excavation Permit Fee	525.00	75.00	3,450.00	200.00	3,500.00	3,000.00	
10-32-203	Building - Permits	51,583.94	47,214.13	33,631.19	50,000.00	40,000.00	40,000.00	ask Shannon for what to expect for rest of year
10-33-302	State Grants							
10-33-303	Local Grants (Ramp)	2,000.00	5,000.00	0.00	5,000.00	0.00	25,000.00	FY24 moved to 30-33-303, FY25 20,000 RAMP
10-33-304	B & C Road Funds	54,792.72	58,111.97	62,852.52	58,000.00	63,000.00	65,000.00	find out from Steve Davis
10-34-400	Building Inspection Fees	5,718.75	3,831.34	10,637.50	1,000.00	12,000.00	12,000.00	ask Shannon how much more will be done on
10-34-401	Building Impact Fees	1,000.00	0.00	0.00	0.00	0.00	0.00	
10-34-402	Zoning & Subdivision Fees	5,950.00	2,300.00	6,882.00	500.00	8,000.00	8,000.00	Annex Fees
10-34-403	Miscellaneous Fees	50.00	10,888.71	2,289.10	0.00	2,200.00	2,500.00	T-shirt sales
10-34-404	Landfill Fees	565.00	569.00	879.00	450.00	850.00	1,000.00	
10-34-405	History Dept Fees	0.00	0.00	0.00	0.00	0.00	0.00	
10-34-406	First Street Toll Fee	68,518.46	69,793.25	52,710.68	70,000.00	53,000.00	53,000.00	
10-35-501	Court Fines	9,415.90	10,622.29	2,592.00	12,000.00	4,000.00	4,000.00	14,000 in 2022, 12,000 in 2023
10-36-601	Interest earnings	2,705.99	59,170.99	56,276.39	40,000.00	65,000.00	50,000.00	
10-36-606	Rentals	1,350.00	0.00	0.00	0.00	0.00	1,000.00	
10-36-607	Contributions		112.10	0.00	0.00	0.00	0.00	
10-37-703	Gain on Sale of Fixed Assets	180.00	800.00	0.00	0.00	0.00	0.00	
10-38-402	Cemetery Burial Permits	16,450.00	6,387.50	12,500.00	12,000.00	12,000.00	12,000.00	10-38-402 permits plus 10-38-404 plot sales m
10-38-404	Cemetery Plot Sales	19,337.50	10,012.50	11,775.00	20,000.00	15,000.00	12,000.00	
10-38-405	Cemetery Perpetual Care	0.00	16,237.50	0.00	0.00	0.00	0.00	
10-38-601	Interest Earnings-Cem Perp Care	0.00	6,376.58	0.00	0.00	0.00	0.00	
10-39-402	Park Fees	2,630.00	6,764.13	7,427.80	5,000.00	7,500.00	6,500.00	
10-39-404	Park Concession Sales	0.00	0.00	536.47	0.00	540.00	550.00	
10-39-603	Park Donations	7,580.97	18,192.54	6,707.53	5,000.00	6,750.00	6,750.00	

Edited 6/25/24	Budget Worksheet									
Account Number	Account Title	FY2022 YTD Actual	FY2023 YTD Actual	FY2024 YTD Actual	Approved Budget FY2024	Amended Budget FY2024	Approved Budget FY2025	Notes		
TOTAL GENERAL FUND REVENUE		545,596.06	643,647.05	592,747.01	603,850.00	640,840.00	654,900.00			

Edited 6/25/24

Budget Worksheet

Account Number	Account Title	FY2022 YTD Actual	FY2023 YTD Actual	FY2024 YTD Actual	Approved Budget FY2024	Amended Budget FY2024	Approved Budget FY2025	Notes
<b>GENERAL FUND EXPENDITURES</b>								
10-40-101	Wages - Administration	74,290.69	67,040.39	88,471.68	64,000.00	92,000.00	80,000.00	Beckli and two treasurers
10-40-102	Payroll Tax Expense - All	7,419.90	5,128.53	7,204.12	5,000.00	8,000.00	6,200.00	
10-40-200	Administration - general	8,313.72	11,224.97	10,861.33	9,000.00	13,000.00	20,000.00	
10-40-201	Professional Services	28,608.15	40,384.00	33,224.75	130,000.00	37,500.00	37,500.00	Bill Morris, Steve Davis, Animal Control, Lindse
10-40-202	Public Safety	72,821.00	86,671.31	70,044.00		95,000.00	95,000.00	Sheriff
10-40-203	Insurance	24,101.04	22,566.68	23,874.39	26,000.00	26,000.00	28,000.00	
10-40-204	Advertising / Public Notices		0.00	0.00	0.00			
10-40-205	Awards and Promotions	6,882.71	6,165.60	4,508.92	6,500.00	5,000.00	5,000.00	
10-40-209	Travel, Education, Training	2,046.95	1,681.51	1,384.29	2,500.00	2,000.00	2,000.00	
10-40-210	Bank Charges	66.43	309.18	50.44	250.00	150.00	150.00	
10-40-301	Utilities-Town Hall Water	926.82	813.50	912.00	850.00	1,000.00	1,800.00	FY25 - guessing based on FY22 times 2 for mon
10-40-302	Utilities-Town Hall Natural Ga	432.82	606.24	624.51	750.00	750.00	1,000.00	FY25 - guessing based on FY22 times 2 for mon
10-40-303	Utilities-Town Hall Electricit	545.95	271.37	246.34	300.00	300.00	1,000.00	FY25 - guessing based on FY22 times 2 for mon
10-40-304	Utilities-Town Hall Telecom	2,275.70	1,556.16	1,446.62	1,600.00	1,600.00	2,500.00	FY25 - guessing based on FY22 times 2 for mon
10-40-500	Supplies/Materials	67.57	615.33	294.40	650.00	650.00	650.00	
10-40-501	Office Supplies	17,228.15	11,171.70	18,135.47	15,000.00	21,000.00	25,000.00	FY24 adding \$1100 for coding software, FY25 a
10-40-502	Operating Supplies	7,456.77	4,074.43	3,836.91	3,500.00	5,500.00	4,000.00	FY24 adding in tshirt expense and flags for cen
10-40-504	Books, Pub, Subscriptions	250.00	565.95	927.11	600.00	1,000.00	1,000.00	
10-40-601	Repair/Maintenance - Property	4,315.02	4,328.31	3,110.03	3,000.00	3,000.00	4,500.00	**Pack Attack \$2100
10-40-602	Repair/Maintenance - Building	1,267.84	0.00	0.00	0.00	0.00	0.00	
10-40-604	Repair/Maintenance - Machine & Equip	0.00	0.00	0.00	0.00	0.00	0.00	
10-46-402	State Surcharge-Building Permi	188.04	171.67	270.63	250.00	400.00	400.00	
10-46-403	Building Inspection expense	20,365.13	25,685.16	18,051.00	24,000.00	24,000.00	24,000.00	
10-46-404	Planning & Zoning expense	27,276.88	-239.54	19,643.86	500.00	24,000.00	24,000.00	FY24 Annexation \$11,000 and Sage
10-48-302	Utilities - Leased Property Nat Gas	0.00	0.00	0.00	0.00	0.00	0.00	
10-48-303	Utilities - Leased Property Electric	0.00	0.00	0.00	0.00	0.00	0.00	
10-50-301	Utilities-History Water	782.20	550.00	610.00	650.00	675.00	180.00	
10-50-302	Utilities-History Natural Gas	388.19	572.73	570.84	700.00	650.00	150.00	
10-50-303	Utilities-History Electricity	185.09	209.52	197.42	250.00	250.00	60.00	
10-50-304	Utilities-History Telecom	385.56	192.78	385.56	250.00	450.00	150.00	
10-50-500	Materials History Museum	2,589.17	883.46	510.41	500.00	500.00	500.00	
10-50-602	Repair/Maintenance - Building History Ctr	0.00	1,288.00	0.00	500.00	500.00	500.00	
10-50-603	Repair/Maintenance - Town Cabin	0.00	0.00	0.00	8,000.00	0.00	0.00	Moved roof repair to capital
10-54-101	Wages - Roads	17,179.72	20,191.94	15,669.36	23,000.00	20,000.00	23,000.00	
10-54-102	Payroll Tax Expense - Roads	1,314.23	1,544.69	1,198.75	1,700.00	1,800.00	1,800.00	
10-54-209	Education	0.00	0.00	500.00	0.00	500.00	100.00	Macks CDL

**Budget Worksheet**

Account Number	Account Title	FY2022 YTD Actual	FY2023 YTD Actual	FY2024 YTD Actual	Approved Budget FY2024	Amended Budget FY2024	Approved Budget FY2025	Notes
10-54-301	Utilities - Roads Water	650.00	550.00	654.00	650.00	700.00	700.00	
10-54-302	Utilities - Roads Natural Gas	1,828.45	3,614.81	3,287.53	4,000.00	3,900.00	3,600.00	
10-54-303	Utilities - Roads Electricity	3,315.51	3,343.01	3,297.57	3,300.00	3,800.00	3,300.00	
10-54-502	Operating Supplies - Roads	10,835.71	17,668.37	9,201.85	20,000.00	15,000.00	20,000.00	
10-54-505	Road Repair Material	38,498.59	95,609.00	44,971.75	85,000.00	75,000.00	60,000.00	see capital list
10-54-602	Repair/Mtnce Bldgs - Road	1,085.25	0.00	564.60	500.00	650.00	650.00	
10-54-604	Repair/Mtnce Mach/Equip - Road	2,850.35	2,843.02	7,594.13	4,000.00	8,000.00	2,500.00	FY24 repair truck \$6000, only \$4500 was budget
10-54-805	Capital-Machinery/Equip Roads	0.00	0.00	0.00	0.00	0.00	0.00	
10-64-101	Wages - Parks	11,956.48	13,514.31	15,320.56	13,000.00	18,000.00	17,000.00	adding Mack
10-64-102	Payroll Tax Expense - Parks	914.65	1,033.88	1,172.07	975.00	1,350.00	1,350.00	
10-64-301	Utilities - Parks Water	7,262.15	5,736.20	6,221.64	6,000.00	6,800.00	6,000.00	
10-64-302	Utilities - Parks Natural Gas	558.38	676.86	693.13	750.00	800.00	1,000.00	
10-64-303	Utilities - Parks Electricity	1,906.45	1,821.51	1,699.60	2,000.00	2,100.00	2,300.00	
10-64-502	Operating Supplies - Parks	9,765.76	8,441.45	6,053.73	5,000.00	6,500.00	7,500.00	FY25 adding \$ for playground updates
10-64-503	Food & Entertainment	0.00	0.00	268.00		400.00	7,500.00	Park Concert and Town Centennial
10-64-601	Repair/Maintenance - Parks Pro	24,565.04	59,604.03	42,860.22	10,000.00	50,000.00	48,000.00	FY24 15,000 for trees and 12,000 for pack attac
10-64-805	Capital Outlay-Parks Equip	700.00	700.00	0.00	1,000.00	0.00	0.00	needs to be in capital budget
10-66-101	Wages - Cemetery	12,219.27	14,893.81	14,696.58	14,000.00	17,500.00	14,500.00	
10-66-102	Payroll Tax Expense - Cemetery	934.77	1,139.39	718.83	1,050.00	1,150.00	1,100.00	
10-66-301	Utilities - Cemetery Water	1,400.00	1,510.00	1,570.00	1,600.00	1,800.00	1,600.00	
10-66-303	Utilities - Cemetery Electric	1,237.71	1,176.13	1,282.72	1,200.00	1,600.00	1,600.00	
10-66-501	Office Supplies - Cemetery							
10-66-502	Operating Supplies-Cemetery	1,609.96	5,275.36	1,271.22	4,000.00	3,000.00	4,000.00	
10-66-601	Repair/Maintenance - Cemetery	45,979.97	10,695.12	11,264.15	10,000.00	14,000.00	12,000.00	**Pack Attack \$9650
10-67-101	Wages - Landfill	2,507.96	2,369.49	3,670.77	2,400.00	4,400.00	2,400.00	
10-67-102	Payroll Tax Expense - Landfill	191.88	181.28	280.81	175.00	400.00	200.00	
10-67-502	Operating Supplies-Landfill	78.19	61.39	977.72	100.00	1,000.00	100.00	Water Tank to extinguish burn
10-67-601	Repair/Mtnce-Landfill Prop	350.60	0.00	924.34	600.00	1,000.00	600.00	Weed Killer and Signs
10-67-604	Rep/Mtnce-Landfill Mach/Equip	0.00	0.00	0.00	100.00	100.00	100.00	
10-80-101	Wages - Secondary Water	5,190.73	4,679.71	840.86				All expenses will be paid by secondary water company
10-80-102	Payroll Tax Expense - Secondar	397.08	357.95	64.32				
10-80-501	Office Supplies-Secondary Wate	937.50	1,020.00	179.50				
10-80-502	Operating Supplies - Secondary Water	410.11	636.67	21.72				

Edited 6/25/24

Budget Worksheet

Account Number	Account Title	FY2022 YTD Actual	FY2023 YTD Actual	FY2024 YTD Actual	Approved Budget FY2024	Amended Budget FY2024	Approved Budget FY2025	Notes
10-80-606	Repair/Mtnce-Secondary Propert	1,967.50	4,195.38	4,223.73				
TOTAL GENERAL FUND EXPENDITURES		522,077.44	579,573.70	512,612.79	521,200.00	626,125.00	609,740.00	
NET TOTAL GENERAL FUND		23,518.62	64,073.35	80,134.22	82,650.00	14,715.00	45,160.00	

mower

Edited 6/25/24

## Budget Worksheet

Account Number	Account Title	FY2022 YTD Actual	FY2023 YTD Actual	FY2024 YTD Actual	Approved Budget FY2024	Amended Budget FY2024	Approved Budget FY2025	Notes
<b>CAPITAL PROJECTS FUND</b>								
30-33-301	Federal Capital Grants	0.00	0.00	0.00	220,000.00	0.00	0.00	returned grant :(
30-33-302	State Capital Grants	0.00	17,433.57	0.00	0.00	0.00	250,000.00	Double check on amount from St Legislature
30-33-303	Local Capital Grants - Ramp	40,000.00	0.00	411,807.00	640,000.00	400,000.00	250,000.00	OVP, Ramp (\$640,000) MOVE \$5000 FROM 1C
30-36-601	Interest Earnings	310.17	4,592.46	18,297.54	10,000.00	22,000.00	10,000.00	
30-36-602	Donations - Town Hall Construction	0.00	50,150.00	256,833.12	50,000.00	255,000.00	550,000.00	FY24??? We already included 200k from Powd
30-36-603	Misc Donations	0.00	350,000.00	0.00	0.00	0.00	0.00	
30-37-703	Sale of Fixed Assets	830,017.16	0.00	0.00	0.00	0.00	0.00	
<b>TOTAL CAPITAL FUND REVENUE</b>		<b>870,327.33</b>	<b>422,176.03</b>	<b>686,937.66</b>	<b>920,000.00</b>	<b>677,000.00</b>	<b>1,060,000.00</b>	
30-42-801	Capital Outlays-Town Hall	0.00	58,034.75	1,156,096.07	1,000,000.00	2,500,000.00	500,000.00	FY25 - Furniture and Landscaping
30-42-802	Capital Outlays-Buildings	1,601.25	11,040.00	7,802.00	0.00	8,000.00	0.00	Roof on Town Cabin
30-42-803	Capital Outlays-Infrastructure	115,954.00	17,734.50	0.00	20,000.00	0.00	31,500.00	Parks - Pickleball and playground improvement
30-42-805	Capital Outlays-Machinery/Equi	6,204.89	0.00	0.00	0.00	0.00	24,000.00	Mower 10,000 and TH Furniture 14,000
30-42-806	Capital Outlay-Software	0.00	2,657.74	1,179.74	2,500.00	2,500.00	4,500.00	FY24 -new laptop and monitor for Melissa, FY2
30-42-807	Capital Outlays-Other	13,058.50	19,939.51	0.00	10,000.00	0.00	0.00	
30-99-800	Closing Costs	31,164.00	0.00	0.00	0.00	0.00	0.00	
<b>TOTAL CAPITAL FUND EXPENDITURES</b>		<b>167,982.64</b>	<b>109,406.50</b>	<b>1,165,077.81</b>	<b>1,032,500.00</b>	<b>2,510,500.00</b>	<b>560,000.00</b>	
<b>NET TOTAL CAPITAL FUND</b>		<b>702,344.69</b>	<b>312,769.53</b>	<b>-478,140.15</b>	<b>-112,500.00</b>	<b>-1,833,500.00</b>	<b>500,000.00</b>	
<b>JULY 4TH FUND</b>								
40-33-303	Local Capital Grants	2,000.00	0.00	0.00	0.00	0.00	0.00	
40-34-402	Fees	0.00	646.05	1,467.12	650.00	1,500.00	1,500.00	
40-34-404	Concessions	1,330.25	2,052.28	2,523.10	2,000.00	2,600.00	2,600.00	
40-34-405	Fun Run - Holding	0.00	0.00	941.87	0.00	1,000.00	1,000.00	
40-36-601	Interest Earnings	74.44	0.00	0.00	0.00	0.00	0.00	
40-36-603	Donations	8,724.64	0.00	0.00	1,000.00	1,000.00	1,000.00	
<b>TOTAL JULY 4TH REVENUE</b>		<b>12,129.33</b>	<b>2,698.33</b>	<b>4,932.09</b>	<b>3,650.00</b>	<b>6,100.00</b>	<b>6,100.00</b>	
40-44-101	Wages - July 4th	183.75	197.75	0.00	250.00	250.00	250.00	
40-44-102	PR tax - July 4th	14.06	15.13	0.00	20.00	20.00	20.00	
40-44-205	Awards & Promotions	139.96	49.99	0.00	100.00	100.00	100.00	
40-44-305	Waste & Disposal	1,718.00	1,766.00	986.00	2,300.00	2,000.00	2,000.00	
40-44-402	Sales Tax Expense	96.44	138.64	253.94	150.00	255.00	200.00	
40-44-403	License and Permits	0.00	0.00	40.00	0.00	40.00	40.00	
40-44-502	Operating Supplies	2,369.79	3,197.45	3,109.15	3,500.00	9,000.00	9,000.00	
40-44-503	Food and Entertainment	8,551.85	12,265.27	2,483.73	7,000.00	7,983.73	12,000.00	based on last years cost
<b>TOTAL JULY 4TH EXPENSE</b>		<b>13,073.85</b>	<b>17,630.23</b>	<b>6,872.82</b>	<b>13,320.00</b>	<b>19,648.73</b>	<b>23,610.00</b>	

Edited 6/25/24

Budget Worksheet

Account Number	Account Title	FY2022 YTD Actual	FY2023 YTD Actual	FY2024 YTD Actual	Approved Budget FY2024	Amended Budget FY2024	Approved Budget FY2025	Notes
NET JULY 4TH FUND		-944.52	-14,931.90	-1,940.73	-9,670.00	-13,548.73	-17,510.00	



Budget Worksheet

Account Number	Account Title	FY2022 YTD Actual	FY2023 YTD Actual	FY2024 YTD Actual	Approved Budget FY2024	Amended Budget FY2024	Approved Budget FY2025	Notes
<b>WATER FUND</b>								
50-33-302	State Grants	30,490.50	0.00	0.00	0.00	0.00	0.00	
50-33-303	ARPA Funds	0.00	37,990.50	0.00	0.00	0.00	0.00	
50-34-201	Water Connection Fees	475,000.00	-20,000.00	0.00	10,000.00	10,000.00	10,000.00	Prior fiscal year refund on CW Land lot
50-34-204	Water Meter Fees	3,984.00	0.00	700.00	1,000.00	1,000.00	1,000.00	
50-34-404	Waste Service, Est 6k per mth	59,548.64	67,826.45	71,407.83	65,000.00	75,000.00	75,000.00	
50-34-405	Water Service, Est 25k per mth	252,561.33	263,851.46	282,842.85	255,000.00	315,000.00	315,000.00	
50-35-506	Penalties and Interest, Est \$150 per mth	781.27	1,020.69	1,245.99	950.00	1,800.00	1,100.00	
50-36-600	Miscellaneous Revenue	279.00	703.50	743.20	650.00	700.00	700.00	
50-36-601	Interest Earnings	1,338.80	25,254.70	14,515.81	5,000.00	17,500.00	18,000.00	
<b>TOTAL WATER FUND REVENUE</b>		<b>823,983.54</b>	<b>376,647.30</b>	<b>371,455.68</b>	<b>337,600.00</b>	<b>421,000.00</b>	<b>420,800.00</b>	
50-41-101	Wages Water	29,459.97	28,405.07	26,540.46	33,000.00	33,000.00	33,000.00	
50-41-102	PR Taxes Water	2,253.76	2,173.08	2,030.31	2,500.00	2,500.00	2,500.00	
50-41-201	Professional Services	12,356.18	10,505.89	28,580.93	25,000.00	30,000.00	20,000.00	had to up from 28,000 to cover Steve Benjamir
50-41-202	Technical Services	724.00	1,368.00	1,970.00	1,800.00	2,600.00	2,600.00	
50-41-204	Advertising/Public Notices	0.00	0.00	0.00	0.00	0.00	0.00	
50-41-209	Travel, Education, Training	878.85	866.66	869.82	900.00	900.00	900.00	Rural Water Assoc
50-41-300	Utility Service - Hookup	0.00	0.00	0.00	0.00	0.00	0.00	
50-41-302	Utilities-Natural Gas	936.63	2,036.38	2,091.92	2,400.00	2,400.00	2,400.00	
50-41-303	Utilities-Electricity	2,827.31	3,150.44	2,213.78	3,000.00	3,000.00	3,000.00	
50-41-304	Utilities-Telecommunication	1,766.26	1,722.42	1,561.66	1,850.00	1,800.00	1,800.00	
50-41-305	Waste and Disposal, Est 4k per mth	55,589.73	56,679.53	70,332.47	58,000.00	80,000.00	80,000.00	
50-41-306	Water Rights/Shares	10,255.53	10,358.05	10,782.97	12,000.00	12,000.00	12,000.00	Weber Basin Water paid once a year, giving oi
50-41-501	Office Supplies	4,277.03	2,025.07	3,915.74	2,500.00	4,300.00	4,000.00	Caselle, Esri \$2,150
50-41-502	Operating Supplies	11,260.02	10,944.19	28,738.74	10,000.00	40,000.00	30,000.00	FY24 includes some ARPA \$, Thom Summers \$
50-41-504	Books, Pub, Subscriptions	1,750.00	3,250.00	2,500.00	3,500.00	3,500.00	3,500.00	Meterworks, GPS - Annual Sub
50-41-601	Repair/Mtnce Grounds	40,397.26	56,675.22	75,568.87	80,000.00	100,000.00	70,000.00	Misc water leaks
50-41-604	Repair/Mtnce Machinery/Equip	200.00	356.23	11,955.30	100.00	16,000.00	500.00	8456.30 was ARPA funds, remainder was hardv
50-41-702	Debt Service Interest Expense	17,995.89	16,501.27	15,519.40	17,000.00	16,000.00	14,000.00	Interest Pymt \$8496.30 * 2
50-41-703	Debt Service Fees	0.00	0.00	0.00	0.00	0.00	0.00	post to 50-21-104 -
50-41-800	Depreciation	231,010.36	231,010.36	0.00	0.00	0.00	0.00	auditor will adjust for depreciation
50-41-803	Infrastructure Capital Expense -	9,457.79	12,474.31	26,606.69	25,000.00	28,000.00	11,000.00	FY24 - ARPA, FY25 water line expansion, fence
<b>TOTAL WATER FUND EXPENSE</b>		<b>433,406.57</b>	<b>450,502.17</b>	<b>311,779.06</b>	<b>278,550.00</b>	<b>376,000.00</b>	<b>291,200.00</b>	
<b>NET WATER FUND</b>		<b>390,576.97</b>	<b>73,354.87</b>	<b>59,676.62</b>	<b>59,050.00</b>	<b>45,000.00</b>	<b>129,600.00</b>	
<b>CEMETERY PERPETUAL CARE FUND</b>								

Edited 6/25/24

Budget Worksheet

Account Number	Account Title	FY2022 YTD Actual	FY2023 YTD Actual	FY2024 YTD Actual	Approved Budget FY2024	Amended Budget FY2024	Approved Budget FY2025	Notes
70-36-601	Interest Earnings	2,893.18	6,376.59	15,367.79		18,000.00	18,500.00	lowered by 500 to be more accurate
70-38-202	Burial Permits	22,550.00	22,625.00	10,750.00		12,000.00	12,000.00	No budget - 1/2 of plot sales & burial permits
70-38-404	Cemetery Plot Sales	28,975.00	10,012.50	11,925.00		13,000.00	12,000.00	
<b>NET CEMETERY PERPETUAL CARE FUND</b>		<b>54,418.18</b>	<b>39,014.09</b>	<b>38,042.79</b>	<b>0.00</b>	<b>43,000.00</b>	<b>42,500.00</b>	

**STAFF REPORT TO TOWN COUNCIL****April 24<sup>th</sup>, 2025****Appointment of Brent Bateman as Appeal and Variance Authority****Resolution #2025-5-1****Findings:**

On August 23, 2023, Ordinance 2022-8-22 was adopted by the Town Council in accordance with UCA 10-9a-701. It states, "In accordance with Utah Code 10-9a-701, the mayor, subject to the advice and consent of the Town Council may appoint an Appeal and Variance Authority to hear and decide the appeal of any land use applications decided by the Planning Commission or Town Council." This individual should have qualified experience in land use as a professional surveyor, attorney, civil engineer, educator, or other land use related field.

Huntsville Town staff reached out to Bill Morris for recommendations on this matter. Attorney Morris recommended Mayor Sorensen contact Brent Bateman to see if he was willing to serve. Mr. Bateman responded positively. He wanted to let us know upfront:

When acting as hearing officer for Huntsville, he must still be allowed to represent property owners and developers, even in matters where they are applying in and adverse to Huntsville. Conflicts of that type must be waived. This of course would not be a conflict waiver on any *related matter*, meaning that he would never represent someone in a matter where he was appeal officer, and he would not act as appeal officer for any matter where he represents a party.

The fee would be a significant discount on his regular fee, as a public service. Mr. Bateman would need to negotiate the fee for each matter based on the difficulty and the amount of time he would expect to spend. He states that he normally does "not to exceed" fees, meaning that we will agree to a maximum fee, and tries to keep the actual fee beneath that amount.

Mr. Bateman has represented developers who have opposed the incorporation of Ogden Valley City. That makes no difference to him as far as being a hearing officer for Huntsville Town. He is disclosing this information in case it matters to members of the Town Council.

Our current fee for applying for an Appeal or Variance is \$500 plus legal fees. This should cover the services for Mr. Bateman.

**Qualifications**

Mr. Bateman is highly recommended by our own Town Attorney Bill Morris. He has provided a letter of acceptance if the resolution is passed by the Town Council appointing him as Huntsville's Appeal Authority. A profile has been provided for your benefit along with a list of his land use experience.

**Staff Recommendations:**

Staff recommend approval to the Town Council.

**Required Action:**

**Motion to Approve** (Example: I move to recommend Approval, *list reasons for approval* Subject to *Staff and other agency comments, and other conditions.* If the motion is to approve, a letter will be sent to the current Appeals and Variance Committee thanking them for their service and support.

**Motion to Deny** (Example: I move to recommend Denial of the site plan/conditional use, *list reasons for denial.*

**Motion to Table** (Example: I move to Table the site plan/conditional use, *list reasons for tabling, Date tabled to and requirements for reappearance.*)

**RESOLUTION 2025-5-1**

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

**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;

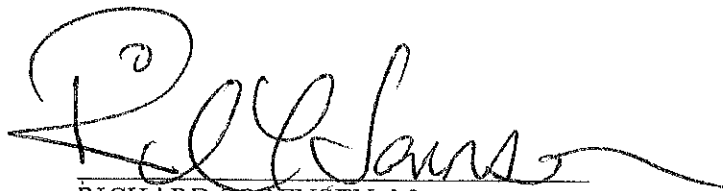
**SECTION IV: Compensation Terms.** Mayor shall enter into such terms for compensation of the Appeal and Variance Authority as may be agreed between the parties, all in accord with Town Ordinances;

**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;

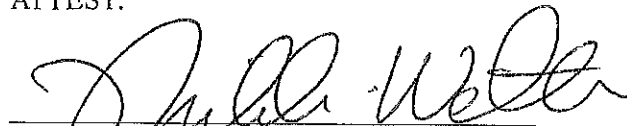
**SECTION VI: Effective Date.** This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the Town Council of Huntsville, Utah this **1<sup>st</sup> 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:

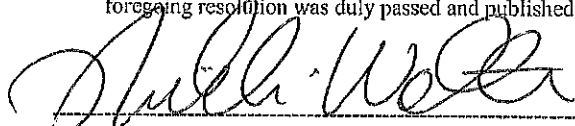
  
NIKKI WOLTHUIS, Deputy Clerk



RECORDED this 1<sup>st</sup> 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](http://www.huntsvilleutah.gov) 3) [pmn.gov](http://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](http://www.huntsvilleutah.gov)

**Mayor**  
Richard L. Sorensen

**Town Council**  
Sandy Hunter  
Artie Powell  
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



# Brent N. Bateman

## Shareholder



Shareholder

Lehi

D +1 801 375 6600

Salt Lake City

D + 801 655 4751

[brent.bateman@dentons.com](mailto:brent.bateman@dentons.com)

## Overview

Brent Bateman is a partner in Dentons' Salt Lake City and Lehi offices. Brent currently serves as Co-Leader of Dentons Durham Jones Pinegar's Real Estate Practice Group, and has practiced land use, zoning and development law for nearly 25 years. Brent's client base includes developers, builders, contractors, land owners, and many private citizens who need assistance navigating their interactions with local governments.

Brent engaged in public service for thirteen years as the Utah State Property Rights Ombudsman, and currently serves as director or several land use organizations in Utah, including the Utah Land Use Institute and the Land Use and Eminent Domain Advisory Board. Brent is also a member of the Utah Legislature's Land Use Task Force, assisting to refine land use policy in Utah.

Brent is familiar with the laws of zoning, building, condemnation, development, roads, easements, takings, boundaries, Impact Fees, referenda, municipal incorporation, and annexation. Brent regularly conducts appeals of land use decisions both in administrative settings and in court.

## Experience

- Appealed (or defended appeal) in multiple land use decisions.
- Obtained significant attorney fees award in wrongful injunction matter in annexation case.
- Appeared before several City Councils and Planning Commissions throughout Utah.
- Negotiated multiple development agreements, CC&Rs, and reimbursement agreements with local governments.
- Conducted over 1000 mediations regarding real property, eminent domain, land use, and takings.
- Author or co-author of multiple land use related laws enacted by the Utah Legislature.

## Recognition

- *The Best Lawyers in America*® 2022-2025
- *The Best Lawyers in America*® Lawyer of the Year 2025 - Land Use and Zoning Law, Litigation - Real Estate

## Insights

### Videos

- **What Hat Do You Wear? How to make informed decisions on Land Use Issues**
- **Part 2 of What Hat Do You Wear? How to apply the law to your decisions**
- **Part 3 of What Hat Do You Wear? Working with Public Input**
- **Conditional Uses in Utah – Do you know the Law?**
- **Private Property Rights in Utah Land Use Law**
- **Ask Brent Bateman – A recorded Q&A session on Land Use**
- **Dear City Council: A message from the development community to local legislators**

### Publications

- Preparing for Future Development: Government Entities and Developers Should Take Time to Solve Problems that Arose During the Recent Market Boom," *22 Utah Bar Journal* 4 (July/August, 2009)
- New Laws Every Lawyer Should Know," *18 Utah Bar Journal* 3 (May/June, 2005)
- 46 Wayne L. Rev. 875 (2000)
- Partisanship On The Michigan Supreme Court: The Search For A Reliable Predictor Of Judicial Behavior," *45 Wayne L. Rev.* 357 (1999)

## Activities and Affiliations

- Director and Corporate Secretary, Utah Land Use Institute. 2008 – present
- Director – Utah Valley Home Builders Association, 2023 - Present
- Mentor, Utah State Bar, 2010 – present
- Governor's appointee, Judicial Council's Committee on Dispute Resolution, 2014 – 2019
- Director, Land Use Academy of Utah, 2014 – 2019
- Member, Utah Land Use and Eminent Domain Advisory Board. 2023 – Present

## Presentations

Mr. Bateman has given over 300 trainings and legal education presentations. Some highlights are listed below:

- Organizer and Moderator: "Land Use Disasters," The Utah Land Use Institute, October 2023
- Organizer and Moderator "The Zombie Lot Apocalypse," Utah Land Use Institute, October 29, 2019
- Panelist "Who is in Charge Here?" Utah Land Use Institute, October 30, 2019
- Moderator, "Land Use Law Roundtable – Your Questions," Utah Land Use Institute, October 30, 2019
- Speaker, "Regulating Housing 'Till It Yurts," Utah State Bar Summer Convention, July 18, 2019



- Annual Speaker, “Legislative Update,” Utah State Bar Real Estate Section Annual Meeting, 2018-Present
- Speaker, “Land Use Law for Local Officials,” Uintah Basin Land Use Conference, May 16, 2019
- Speaker, “Land Use Law for Business Lawyers,” Utah State Bar Business Law Section, April 19, 2019
- Speaker, “Land Use Law,” Utah City Engineer’s Association Conference, January 31, 2019
- Speaker, “The Law of Trees,” Utah Green Conference, January 28, 2019
- Speaker, “Annexation,” Utah League of Cities and Towns Annual Conference, Sept 13, 2018

## Areas of focus

### Practices

- **Development Zoning and Planning**
- **Real Estate Litigation and Dispute Resolution**
- **Commercial Development**
- **Restrictive Covenant Disputes**
- **Residential and Condominium Development**
- **Alternative Dispute Resolution (ADR)**

### Industry sectors

- **Roads**
- **State, Regional, Provincial, Municipal and Local Government Bodies**

## Education

- Wayne State University, 1999, Juris Doctor
- Brigham Young University, 1992, Bachelor of Arts in English

## Admissions and qualifications

- Michigan
- Utah