

**MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING**  
**Thursday, February 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:** Lt. Garth Cowley, Dakota Hyde, Jeff Hyde, Beckki Endicott- Clerk, Shannon Smith- Clerk, Jeff Keeney, Jodi Richardson, Star Primm, Lily Primm, Tommy Christie, Hilary Evans, Larry Bettum, Aimee Erickson, Briana Bingham, Liberty Bingham, and Blake Bingham

1 Mayor Richard Sorensen called the meeting to order.

There is a full quorum present.

2-Pledge of Allegiance led by Jeff Keeney

3-Opening Ceremony given by Artie Powell

4-Public Comments:

**Jodi Richardson-** She wanted to inform the Town Council that a DWR officer stopped by her home recently to tell her that some turkeys had been found shot near her home. She had not heard any shots fired but was concerned that anyone was shooting nearby.

**Hilary Evans-** Ms. Evans read a letter (**See Attachment #1**) that she said was written using comments from several of her neighbors.

**Mayor Sorensen** explained that there was a meeting earlier that day (between himself, TCM Ahlstrom, Building Manager Rex Harris, Beckki Endicott, clerk, and Hilary Evans, Briana Bingham, and Star Primm) to discuss the concerns of the group. In that meeting they formed a community events committee that Star Primm, Hilary Evans, and Briana Bingham would be on to plan events for The Town. He asked Ms. Evans if the meeting that was held earlier in the day solved any of the concerns brought up in the letter she just read.

**Hilary Evans** expressed appreciation for the meeting and said that many of the concerns had been resolved. One issue that was resolved was that they were allowed to use the pickleball courts in the community center for more than just pickleball and they could walk on the floor which they thought they couldn't do. She still wanted to see the data on how the pickleball surface was chosen. She also wanted to see the data on operating costs related to the price of the rental of a pickleball court, which is \$16/hour. Lastly, she wanted to make sure it was codified that the building was to have many uses and not just pickleball.

**Star Primm-** felt that the earlier meeting was very productive, and she expressed appreciation for being heard. She said that the committee could consist of people young and old and in and out of Town. She gave examples of what events they could have in the building including a plein air art competition, children's theatre classes, Battle of the Bands, community movie nights, Farmer's Markets, community yard sale, fundraising dinners and dances, chili cook off, Bingo and Bunco and other games, and a cooking club. She expressed appreciation for the Town Council listening to her ideas. She felt that the Community Center should feel like a home where everyone was welcome.

**Briana Bingham-** She said that after the meeting earlier in the day they have more clarity. The information they had about the uses of building came from the last work session only and they had missed out on some previous meetings that could have given them more clarity. She would like to hear more concrete numbers given by the Town Council in future meetings. In the work session the previous week, "ballpark numbers" were given about operating costs and it was concerning for them. She appreciated the meeting with the mayor earlier in the day and was confident that the building was not just going to be used for pickleball.

**Beckki Endicott** explained that they are still working out how to coordinate all the activities that will be held in the building and that the Town Council has always desired to have community events held there.

5-Sheriff's Report –No report this time.

#### 6. Discussion and/or action on approval of Huntsville Pathway MOU (Attachment #2)

Dakota Hyde explained that there was a restaurant that wanted to rent the Hyde's bldg. For them to obtain one of the two liquor licenses allowed for restaurants in Town, they needed the pedestrian access to the restaurant be 300 feet from the closest border to churches, schools and libraries. One way to solve this is to put in a walkway behind the Aldous Cabin, going from the restaurant to 200 S. The Hyde's would pay for the walkway. The MOU spells out who is paying for it and who will maintain it through the years. Huntsville Town attorney, Bill Morris will look at the MOU in the next week when he returns from vacation.

**TCM Powell motioned to approve the MOU contingent upon attorney Bill Morris' review. TCM 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			

**7. Discussion and/or action on approval of Resolution 2025-02-20A Community Center Fees (Attachment #3)**

Mayor Sorensen recused himself from the conversation.

TCM Powell suggested some clerical changes to the resolution including rewording of the final paragraph.

Members of the audience wondered if the Community Center be rented out for a couple of hours instead of 6 hours, whether people who rent the Community center could set out their own tables and chairs and roll out the carpet to get a discount on the rental, and if the community center could come with 50 chairs first before charging for additional chairs? It was expressed that it was hard to pay additional for everything.

Beckki Endicott explained that other community centers in the area charge per chair and table and that's why Huntsville Town decided to do that.

TCM Johnson echoed what Beckki explained earlier, that they need to start somewhere. They can't cover every single use that the building will have. They can adjust as they go.

Jodi Richardson expressed her observation that once a business or entity sets fees they aren't usually reduced.

TCM Johnson explained that the Town cannot make a profit like a business can. Shannon Smith, clerk, explained that the auditor will call us out for that. She stated that Town Treasurer, Melissa Knowles has line items for the building, and it is reviewed quarterly. Beckki Endicott, clerk, also explained that the Town Council approves the bills every month. The Town has policies in place for purchases.

TCM Sandy Hunter suggested they charge \$2 per chair after 25 given with the rental in the Community Center. TCM Powell suggested a time period of 10 days to give back the refundable deposit.

Star Primm asked if the Town Council would consider an alternate flooring surface once the pickleball floor wears out? TCM Hunter stated that yes, that could be considered.

**TCM Ahlstrom motioned to approve Resolution 2025-02-20A Community Center Fees with the amendments. TCM Sandy Hunter seconded the motion. Roll call vote. 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			

7. Discussion and/or action on approval of Resolution 2025-02-20B Community Center Rules (Attachment #4)

TCM Powell had several clerical edits and due to time constraints, the Town Council opted to table the issue until the next meeting. **TCM Ahlstrom motioned to table Resolution 2025-02-20B. TCM Powell seconded the motion. All votes ayes. Motion passed.**

9. Discussion and/or action on approval of Minutes for Town Council Meeting February 6, 2025(Attachment #5)

TCM Powell pointed out an error stating that he was not present for the meeting. The error was noted and changed. **TCM Hunter motioned to approve Minutes for Town Council Meeting February 6, 2025. TCM Ahlstrom seconded the motion. All votes ayes. Motion passed.**

10. Discussion and/or action on approval of Minutes for Work Session February 12, 2025 (See Attachment #6)

TCM Powell pointed out a clerical error in the comments. The error was noted and fixed. **TCM Hunter motioned to approve Minutes for Work Session February 12, 2025. TCM Ahlstrom seconded the motion. All votes ayes. Motion passed.**

11. Discussion and/or action on approval of tax monies and bills given to OVPSA and continued participation in OVPSA (See Attachment #7)

The budget (Attachment #8) for the OVPSA was approved at their meeting the previous night. They approved giving Huntsville Town \$103,000 for the Huntsville Park. TCM Powell stated that the OVPSA hasn't been following the rules, and they don't have a good track record, but the new board members are moving in the right direction, and they are more supportive of Huntsville Town. **Mayor Richard Sorensen motioned to approve sending tax monies to OVPSA and continue to stay in the OVPSA. TCM Powell seconded the motion. Roll call vote. Votes reflected below. Motion passed 5-0.**

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

**Department Updates:**

**Mayor Sorensen:** He explained that there would not be a Closed Session that night. He stated that the Town had two historic buildings they wanted to rent out and there were three interested parties. He favored retail because it could bring tax revenue to the Town. Because of the septic issues it couldn't support a business making food there. The Town is not interested in selling the buildings though some have asked.

He mentioned that there was a reorganization of the office employees. Beckki Endicott will now be the Office Manager. Nikki Wolthuis will be Deputy Clerk.

**TCM Lewis Johnson:** He attended a meeting the previous evening and learned about the roundabout they are putting in at the intersection of Hwy 39 and 1<sup>st</sup> Street. He hoped he wasn't overstepping his bounds, but he told UDOT that Huntsville did not want any interior structures. They hope to be finished with the roundabout by the 4<sup>th</sup> of July.

He visited Weber Basin to research Huntsville Town water shares they are leasing. He found that the shares are designated as culinary shares so they can't be subleased. They can abandon the shares or stop the contract. They will put it on a future agenda.

**TCM Ahlstrom:** spoke about what he learned at the Weber County Emergency Preparedness meeting. Ogden Valley is in a wildfire zone. Some who received Huntsville Town's thank you letters for help in the "Great Water Leak" mentioned their thanks for the letters.

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

**Meeting adjourned at 8:33 p.m.**

Nikki Wolthuis, Town Clerk

February 19, 2025

Dear Huntsville Mayor and Town Council Members,

For the last couple of years, we watched the new town hall construction. We recognize all the efforts and time put into it by many people. We read emails from Huntsville Town about funding for the building and use of the building. We noticed the town's ability to function effectively for extended periods of time in the tiny, original town hall and library after the old town hall was sold. We heard the town's multiple requests for small and large donations to fill funding and labor gaps in order to finish the building. Now, a number of town residents have come together to consolidate our concerns about the new town hall and its management in this letter. While some have signed their names to the letter, others have not, but still have contributed valuable input. Our concerns fall into the following categories: physical use, pricing, non-competition declarations, management, decision making processes, a lack of concrete information from the town, misuse of government funds, and solutions.

First, it appears that the town and its committee willfully misled residents about how the new town hall will be used. The Town's application for RAMP Grant funds specified that the hall would be a multi-use "facility...for pickleball, basketball, volleyball, Zumba, futsal, and more (Huntsville Town Community Recreation Center application summary)!" At some point, someone decided to substantially alter the use of this building. This reduction in usage is in direct opposition to the language presented in the RAMP grant application and RAMP has confirmed that no written modifications were ever submitted by the Town. This is standard, required practice for every government grant. This restriction of use further fails to meet the spirit and letter of the RAMP funding by catering to old, rich people (pickleball demographics). These policies do not meet the usage promised in numerous Town emails requesting donations from residents. When was this decision to make the flooring pickleball specific? Who, exactly, was responsible for that decision? Town residents were not informed. What was the extra cost entailed by that decision? If, as Rex Harris has stated, the original concrete floor was ruined by water and exposure to the elements, why did the town not hold the contractor accountable and liable for a breach of contract instead of changing the entire floor type? When bids were obtained for replacement flooring, why was only pickleball considered and not a multi-use gym floor? The vast majority of people across the nation play indoor sports on common gym floors. Why was it not presented to the town for comment and consideration? Rex Harris talked at length at last week's work meeting about pickleball being the newest, fastest growing game in the country. The word for that is "fad." In reality, Huntsville has been here for more than 100 years and will continue to be here long after the pickleball fad ends. The Council seems to be unanimously agreed that weddings will not be allowed in the building, though large parties will (though it can be reasonably argued that there is no functional difference between a 200 person family reunion and a 200 person wedding). At the last work meeting of the council, Rex Harris expressed concern that excluding weddings may not be ethical, however, he is loudly advocating for excluding all non-pickleball players. By his own argument, wouldn't that also be unethical?

Why are we actively marketing and encouraging people from out of town to come use our facility when residents would prefer to have our own families use it to benefit our seniors, middle-aged, and children? While we should not prohibit others from using it, we certainly do not need to beg, solicit, canvass, and woo others to come to our town hall. Furthermore, while collecting and tabulating a recent, as yet unpublished survey from Ogden Valley residents, Briana Bingham learned that the first priority desire was an indoor, town recreation center for youth. When the Council and its committee says that the majority want pickleball, we would like to know how you know that. Was a survey done? If so, how were the questions worded? Huntsville is much more than pickleball.

In private conversations, some people who play pickleball have commented that everyone else can use the LDS church gym. This, however, is problematic for two reasons. One, it unnecessarily divides Huntsville residents along religious lines. While everyone is welcome, many non-LDS people do not feel welcome and do not have access to it without going through a member. Two, at any point the LDS church can limit access and church keys. It is the government's duty to provide access to all residents, not private entities.

Second, the pricing rate for use of the new town hall is prohibitively expensive for the vast majority of residents. It divides the Town's residents by rich and poor by pricing almost all uses beyond what a middle-class family can afford. Additionally, every use other than pickleball incurs extra fees. Do you need chairs for Grandma's birthday party? That will cost \$2 each for chairs we take out of the closet and set up ourselves. Does the carpet that we should not even need have to be rolled out? That will cost you. Do you need access to the kitchen? Extra! Is there a fee to set up the pickleball nets? No. Everything is based on and around pickleball. Why are the rate schedules for the entire building based on pickleball? The math and itemized list behind these "actual costs" need to be public. Are user fees covering the entire building or just the portion being used? If it is the whole building, the other sections should be on a different line-item expenditure. Are pickleball fees being used to offset a larger town hall expense rather than the cost of just the court? This was supposed to be a community center—a place where the town could gather and enjoy varied events.

The entire council, mayor, and Rex Harris have suggested that usage fees must cover all maintenance and utility costs. We are appalled to learn that at no point in the last 5 years, did any of these people recognize or perceive that we could not afford to turn on the lights in this splendid edifice. At last week's work meeting, Sandy Hunter commented that we had to pay around \$3000 for utilities. That seems excessive for the building size, however, no one could produce any hard numbers. Ms. Hunter and several others mentioned that they trusted Rex Harris and should just accept all his recommendations. We would much prefer that you demand and examine as much information as possible to make the best decisions as possible.

The recommended fee schedule is excessive in many ways, including the \$300 deposit. As much as we would like it, the proposed two-tier fee schedule is clearly prohibited by verbiage in the RAMP grant. The proposed fee schedule is not commensurate with other community

centers in the area—in some cases the fees are double, according to the town's own research. The council's argument that everyone will benefit from other activities does not hold up under scrutiny, either. While a movie night at the town hall sounds charming, this is a prescribed not a chosen use. At last week's work meeting of the town council, Rex Harris commented and several council members agreed that as residents, we had no right to request changes in use of town hall because none of the money to build it came from town coffers. In reality, funds came from county and state grants and the sale of old town hall, which can only be obtained from our taxes. Furthermore, any penny the town pays for utilities or maintenance of town hall only comes from our pockets—through taxes or usage fees. Government has no money of its own—only the people's. In short, we feel that you sold us a bill of goods as a free to low-cost place to gather. In reality, it will not be readily available to many families in Huntsville.

Third, many people have significant concerns regarding non-compete clauses. While we are not aware of any in writing, the entire town council, mayor, Wendy McKay, and Rex Harris have openly stated on the record in town meetings that they want the price structure to be as high or higher than other private venues so that we don't undercut private businesses, like the mayor's Mercantile or Compass Rose Lodge. It is true that Richard Sorensen has deigned not to vote on town hall use as he has a blatant conflict of interest, however, he has not recused himself from deliberations that will set parameters on which the council votes. This is in spite of the fact that the council also reports that the auditor repeatedly tells them that the fees charged can ONLY be used to cover actual expenses incurred from events held there. Usage fees beyond actual costs are illegal. Sandy Hunter used her 3 minutes of comment time at last week's meeting to state that she wants to charge comparable amounts for town hall use to commercial enterprises instead of charging according to actual expenses as dictated by law. She specifically said that rates should be raised so as to be non-competitive for local businesses. Rex Harris complained that he did not want basketball hoops because they do not generate enough revenue and said, "This has to make business sense." He also explained, "We chose pickleball for the greatest revenue." Huntsville Town is not a business. By law, this facility CANNOT generate revenue. As a designated 501(c)3, a government cannot profit from its services; it can only cover its costs. These disturbing conversations among the council, mayor, and Rex Harris amount to a de facto clause and the Supreme Court has ruled repeatedly that de facto laws can be held illegal, just as codified laws can. There is no such thing as an anti-competition clause between government and business. Governments are funded entirely by taxpayers and are required to provide equitable use to all. (Aside from the illegality of the issue, it is also unnecessary; people in the demographic that are shopping for the Mercantile or Compass Rose Lodge are an entirely different demographic from the ones interested in utilizing a town hall.)

Fourth, the management of town hall has given us pause. Rules of use are based on the principle that we cannot do anything that might damage the building and specifically the pickleball floor. Of course, no one is advocating that anyone be allowed to vandalize or knowingly ruin town property, but rather than demand the contractor indemnify the town for a ruined concrete floor, the town paid an extra \$10,000 (?) for a pickleball floor that materially and fundamentally impinges on our ability to use the space. Want to hold a community painting class? Sorry, no



red, blue, or purple paint. Wouldn't a pottery group be fun? No, it might damage the carpet that was not supposed to be there. So sorry, but a dance might hurt the floor.

Fifth, the decision-making process for final construction and use of town hall was done secretly and with only very limited input from a few influential residents. This massive town hall that could fit all 600 residents inside its walls is a solution in search of a problem. We built a monumental \$2 million building so that our two part-time employees did not have to stagger their schedules in case of another world-wide pandemic and the council would not have to use the perfectly situated public library for meetings. The building was expanded and the use altered without reference to public funding or town residents.

Sixth, the lack of solid information that the council, mayor, and Rex Harris could provide was startling. We are a bit gobsmacked that the council could not provide a single, concrete number about operating/utility costs for the building, marathon proceeds, fundraising, predicted costs, expenditures, or other basic town budget information at last week's meeting. Anyone committed to a transparent, aboveboard process would be willing and able to produce this data quickly and understand its importance.

Seventh, we see abundant evidence of misuse of public funds. At the last Town Council work meeting, Richard Sorensen expressed his frustration that someone contacted RAMP to point out their malfeasance in use of those funds. He was dismayed that people had not simply talked to the Mayor and Council. In fact, people did speak passionately about their concerns to the Council, notably Star Primm, who is on the record at a town council meeting expressing her dissatisfaction with recommended town hall use and pricing. She was summarily rebuffed and dismissed. Misuse of public funds is illegal and should always be reported. Under no circumstances can these grant funds be re-directed without a written request to the funder by the recipient of the funds and a corresponding written modification of the contract allowing the changes by the funder. Unfortunately, this is precisely what the town council did with its RAMP (Weber County) grant. The application listed no less than five sports to be played in the recreation center adding, "and MORE!" for emphasis. The singular proposed use is now pickleball. This is a marked, measurable, and material departure from the proposal. No written adjustment was submitted to the county. This is illegal. RAMP would have every legal right to demand repayment of the \$640,000 given to Huntsville. Given that the town cannot afford to maintain this building, it is safe to assume they cannot repay those funds. The most likely scenario is that RAMP simply blacklists Huntsville and we can never obtain their funds again. This regrettable position may not hurt the current town council and mayor, but would absolutely harm their successors and all the residents. We benefit from RAMP grants in multiple ways, including the bike trail around the valley. At the last meeting of the town council, however, Lewis Johnson exclaimed, "I don't care if we never get another cent from RAMP!" The council is apparently willing to forfeit all future funding simply to keep pickleball—and pickleball only—while ignoring our commitment to use the facility as promised when we accepted the funds.

We have identified several solutions for the various problems surrounding the new town hall. First, tear out the pickleball floor and install a regular gym floor. Second, tear out the pickleball floor and pour a concrete floor properly. Third, submit to a thorough audit of the town's use of RAMP funds and an investigation from the State Auditor's Office. These solutions present a series of difficulties; all expose the residents to significant financial burden. If RAMP or other government funders confirmed misuse of funds, they could claw back the misappropriated money. Simply repaying the \$640,000 to RAMP would cost every single resident \$1067. A family of five would owe \$5333. If flooring is replaced, that cost would be passed on to the taxpayers and town hall users, increasing prices even more. If life were fair, the town council, mayor, and special committee would be required to pay to remediate these issues out of their own pockets. We all know that is not the case and most solutions will fall to our friends and families in Huntsville to pay out of their tax dollars. We prefer a fourth option: open the pickleball floor and the rest of the building at a reasonable cost to all of us for any reasonable use, recognizing that other cities (such as Ogden) use this same surface for their outdoor, multi-use courts and that there is no need to arbitrarily restrict our use of town hall in order to bow to the cult of pickleball.

In conclusion, we thank the people who have spent much time and effort on the new town hall. This letter details distinct and unambiguous concerns about town hall's physical use, pricing, non-competition declarations, management, decision making processes, a lack of concrete information from the town, misuse of government funds, as well as possible solutions. As things stand, however, town hall divides our friends along religious, financial, and recreation lines. We did not build a community center; we misused public funds to build a lavish pickleball court that we cannot heat without raising taxes. It is a beautiful albatross around every Huntsville neck that we cannot afford because it competes with the mayor's business. The proposed policies, prices, and programs have been radically and substantially altered without proper procedure or care for residents. The Mayor and Town Council built this new town hall because they could—without ever asking if they should. This town hall is a little like a home for the town. A family may build or renovate a home, but that home is for the parents AND children, those who sit quietly and watch a movie AND those who drive matchbox cars on the coffee table. It is not fair to expect or demand that home be kept pristine and shining for only one or two family members. While everyone takes care of the home, it is fair to recognize that the entire family gets to use the home, live in the home, learn in the home, and be welcome in the home, regardless of the inevitable wear and tear that happens when a youngster learns to drink from a cup, a shaky, elderly hand upsets a pot, or teenager tromps through with a parade of friends.

Please let us all use this house.

Sincerely,

Hillary Evans	Briana Bingham
Mark Evans	Lee Primm
Star Primm	Blake Bingham

## **MEMORANDUM OF UNDERSTANDING**

### **Between Ski Town Venture LLC and Huntsville Town**

This Memorandum of Understanding (MOU) is made and entered into on this [Date], by and between Ski Town Venture LLC, a Utah limited liability company, with its principal office located at 5778 E Elkhorn Drive Eden, Utah ("Ski Town"), and Huntsville Town, a municipality of the State of Utah, with its principal mailing address located at PO Box 267, Huntsville, Ut 84317 ("Town").

#### **WHEREAS,**

Ski Town Venture LLC has agreed to donate an ADA-compliant boardwalk pedestrian pathway at no cost to Huntsville Town,  
and

Huntsville Town desires to accept such a pathway to provide better pedestrian access to businesses in the area;

**NOW, THEREFORE,** in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

#### **1. Purpose**

The purpose of this MOU is to outline the terms and conditions under which Ski Town will donate an ADA-compliant pathway to the Town for pedestrian access from 200 South to the northern aspect of the property located at 235 South 7400 East, serving as a secondary access point to the restaurant and other businesses on that block

#### **2. Pathway Specifications**

Ski Town agrees to:

- Construct and donate a boardwalk pedestrian pathway that is at least **5-feet wide** and approximately **70 feet long**.
- Ensure that the pathway meets all applicable **ADA compliance standards** for accessibility.
- Place the pathway behind the Aldous Cabin, providing an access route between 200 South and the northern boundary of the restaurant property located at 235 South 7400 East.

#### **3. Cost and Ownership**

- Ski Town will donate the pathway at **no cost** to Huntsville Town.
- Upon completion of the pathway, ownership and responsibility for the pathway will transfer to the Town.

#### **4. Maintenance and Snow Removal**

- Ski Town agrees to commit to **regular maintenance** of the pathway, including, but not limited to, repairs, clearing of debris, and other upkeep as necessary to ensure the pathway remains in safe and usable condition.

- Ski Town will also be responsible for **snow removal** from the pathway during the winter months, ensuring the pathway remains accessible for pedestrian use.

### **5. Term and Review**

This MOU will be effective immediately upon execution and will remain in effect for a period of **5 years**, unless terminated by either party with 30 days' written notice to the other party. The parties may review the MOU annually to ensure continued fulfillment of responsibilities.

### **6. Indemnification**

Ski Town and Huntsville Town each agree to indemnify and hold harmless the other from any liability arising from any injury, damage, or claim arising out of their respective actions in connection with the construction, maintenance, or use of the pathway, to the extent permitted by law.

### **7. Miscellaneous**

- This MOU reflects the complete agreement between the parties and supersedes all prior discussions, representations, and understandings regarding the subject matter herein.
- Any amendments or modifications to this MOU must be in writing and signed by authorized representatives of both parties.
- If any provision of this MOU is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

### **8. Signatures**

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the date first written above.

#### **Ski Town Venture LLC**

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

Name: [Insert Name]

Title: [Insert Title]

Date: [Insert Date]

#### **Huntsville Town**

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

Name: [Insert Name]

Title: [Insert Title]

Date: [Insert Date]

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This MOU should be adjusted based on the specific needs and details that both parties agree upon.

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

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ADOPTING HUNTSVILLE TOWN  
COMMUNITY CENTER RENTAL FEES.**

**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 a Community Center Fee Schedule consistent with support and management of the expenses of the building;

**WHEREAS**, the Town desires to adopt this resolution to establish uniform fees for residents and non-residents;

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

Section 1: **Repealer.** This resolution supersedes any previously adopted Community Center Rental Schedule for the fees set forth herein purpose contained herein. Any other fees or fee not specifically specified in this Resolution shall continue.

Section 2: **Amendment.** The Huntsville Town Community Center rental rates are amended as follows.

For Standard Use:

**Facility Fees**

Pickleball Court Rental - \$16 per hour per court

Stage - \$16 per hour

Legislative Chambers – Base Rate per hour - \$75.00 without kitchen

Base Rate per hour - \$91.00 including kitchen

Non-Profits – please call the office for individual rates

*no space*

Consult Fee for Community Center Rental - \$30 per 6 hr rental, standard event\*

\$60 per 12 hr rental, large event\*

\$120 for 24 hr rental, mega event\*

Refundable Deposit for Community Center - \$100 for 6 hr rental, standard event\*

\$200 for 12 hr rental, large event\*

\$300 for 24 hr rental, mega event\*

**Event Classification for Community Center Rental**

**Mega Event:** 24 hr minimum rental, available 10 p.m. the night prior to the event, event done by 10 p.m. and vacated before 4 a.m. the next morning.

Base Rate with kitchen - \$1536  
Base Rate without kitchen - \$1152

\*\*\*Additional amenity charges may apply

**Large Events:** 12 hr minimum rental, available 10 a.m. the day of event and completed by 10 p.m., facility vacated before 4 a.m. the next morning.

Base rate with kitchen \$ 768  
Base rate without kitchen \$ 576

\*\*\*Additional amenity charges may apply

**Standard Event:** 6 hr minimum rental

Base rate with kitchen \$ 384  
Base rate without kitchen \$ 288

\*\*\*Additional amenity charges may apply

**Additional Community Center Amenities**

Carpet Covering Court Floor - \$60 per quarter, \$240 for full carpet  
Tables (round or rectangular) - \$15 per table  
Chairs - \$2 per chair

Video Footage is available based on <sup>the</sup> number of hours <sup>needed</sup> to retrieve visuals - \$25 per hour plus ~~storage device cost provided by Huntsville.~~

There may be specific calendar space where Huntsville Town desires to incentivize use of the Community Center. Huntsville Town may offer league play, volume discounts, open play and non-pickleball court use in a desire to promote use of the building and show goodwill towards the community.

*Artie rewrote the paragraph to clarify.*

**Section 3: Effective date.** This resolution shall be effective immediately upon adoption.

**PASSED AND ADOPTED** by the Town Council on this 20<sup>th</sup> day of February, 2025.

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

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

ATTEST:

\_\_\_\_\_  
 NIKKI WOLTHUIS, Deputy Clerk

**RECORDED** this 20<sup>th</sup> day of February 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) [pnn.gov](http://pnn.gov)

\_\_\_\_\_  
 NIKKI WOLTHUIS, Deputy Clerk

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

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

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ADOPTING HUNTSVILLE TOWN  
COMMUNITY CENTER RENTAL ~~FEE~~ RULES**

**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 a 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 20<sup>th</sup> day of February, 2025.

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



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

ATTEST:

\_\_\_\_\_  
NIKKI WOLTHUIS, Deputy Clerk

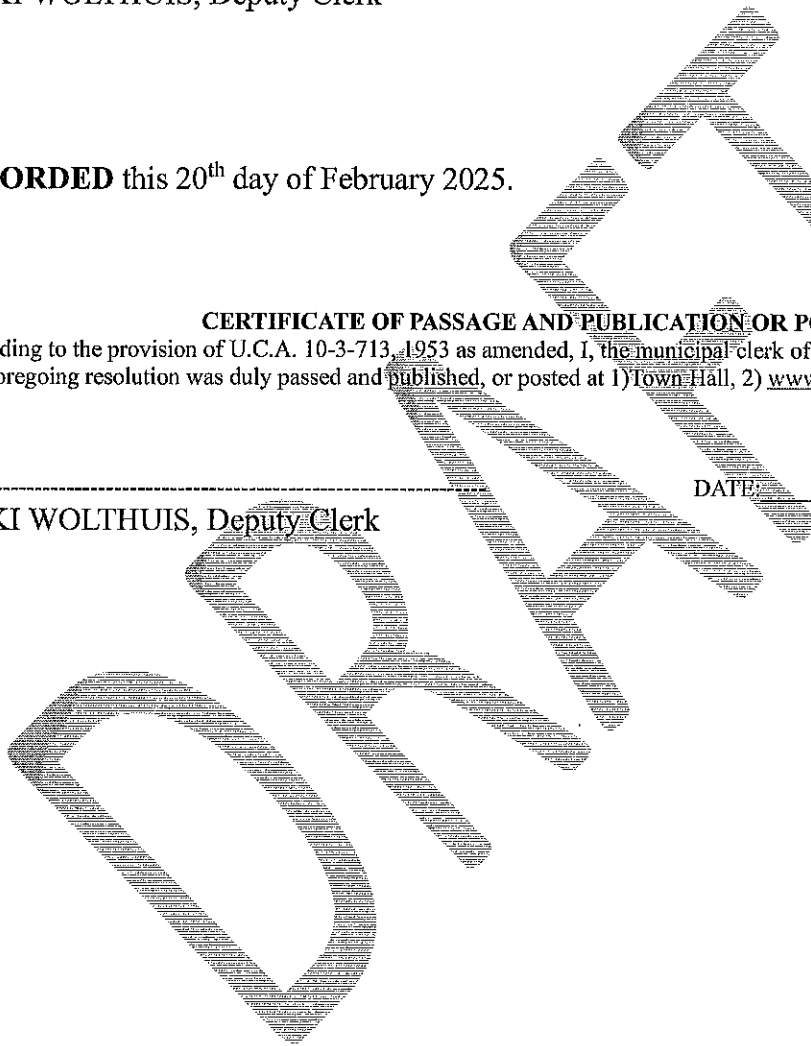
**RECORDED** this 20<sup>th</sup> day of February 2025.

**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) [pnn.gov](http://pnn.gov)

\_\_\_\_\_  
NIKKI WOLTHUIS, Deputy Clerk

DATE \_\_\_\_\_



## Exhibit "A"

### House Rules for

# The Huntsville Hall at Town Square

## "THE HALL"

These rules cover the use and responsibility of individuals and groups who have rented space in THE HALL. The individual who has paid the fees for rental is liable and responsible for following these rules and will be held accountable to making sure every individual that uses the space during their rental period understands the rules and follows them. Failure to follow the rules and for any damage caused during the use of the facilities will be the sole responsibility of the person paying for the rental (renter), regardless if they are the individual who caused the infraction. Renter may be subject to the forfeiture of cleaning deposits and be assessed the cost for damages and the Huntsville Town's (owner) discretion

Any requests for a special circumstance variance to the rules must be approved by the building manager.

The following rentable areas will be discussed individually: Council Chambers, Community Hall, Kitchen, Stage.

### **Council Chambers**

- Do not pull tables and chairs out of the storage closet. You will need to arrange for table and chair needs prior to the rental period. THE HALL management will work with you on set up. Return the room to the condition it was in when you arrived by the end of your rental period.
- Do not adjust the Thermostats. They are programmed and work in sync with multiple thermostats throughout the building. Adjusting them could damage the system. Tell THE HALL management of temperature needs and we will work with you to meet your request.
- Turn lights off when not in use or upon leaving
- Do not block any doors open or block access to them. This may interfere with the mechanical systems and cause safety concerns for egress of the building

- Do not hang anything on the walls. This includes nails, tape, or any other type of wall fastener.
- Clean all food or other spills immediately using water and absorbent paper or fabric towels.
- If food need to be transported between the council chambers and Kitchen, never leave a carpeted surface. (food transported or consumed on the unprotected pickle surface is absolutely not allowed and will cause damage to the surface and you will pay for damages.)
- Make arrangements with THE HALL management for use of the TV monitor, electronic equipment, or special electrical needs.
- The bathrooms for council chambers are in the hallway west of the council chambers.
- Do not access areas of the building that you have not paid for or do not have special permission to use.
- Do no do any activity that will damage the building, cause noise concerns for other parts of the building, be considered offensive, or considered inappropriate to the general public.

## Community Hall

- For Pickleball use and other recreational activities make yourself familiar with the 'Pickleball Rules' posted in the Community Hall.
- Do not pull tables and chairs out of the storage compartments. You will need to arrange for table and chair needs prior to the rental period. THE HALL management will work with you on set up. Return the room to the condition it was in when you arrived by the end of your rental period.
- Do not adjust the Thermostats. They are programmed and work in sync with multiple thermostats throughout the building. Adjusting them could damage the system. Tell THE HALL management of temperature needs and we will work with you to meet your request.
- Turn lights off when not in use or upon leaving.
- Do not block any doors open or block access to them. This may interfere with the mechanical systems and cause safety concerns for egress of the building.
- Do not hang anything on the walls. This includes nails, tape, or any other type of wall fastener.
- Clean all food or other spills immediately using water and absorbent paper or fabric towels if upon a carpet surface. In the event that food or liquid are spilled on the

unprotected pickleball surface, DO NOT scrub the spill. Use water and dab with an absorbent material. Notify THE HALL staff immediately.

- If food need to be transported between the Community Hall and Kitchen, never leave a carpeted surface. (food transported or consumed on the unprotected pickle surface is absolutely not allowed and will cause damage to the surface and you will pay for damages.)
- The bathrooms for the Community Hall are on the north end of the of the room.
- If only renting a portion of the space, including the stage, you may be sharing the space with other uses in the adjoining other space. Take special care to be good neighbors and be considerate not to keep noise levels and activities that are not disruptive to those other uses. They will be under the same direction to reciprocate.
- Do not access areas of the building that you have not paid for or do not have special permission to use.
- Do no do any activity that will damage the building, cause noise concerns for other parts of the building, be considered offensive, or considered inappropriate to the general public.
- Do not make any change to the configuration of the room without special permission from THE HALL management.

## **Kitchen**

- Since this space will be utilized in conjunction with the other rented spaces, refer to those spaces rules for addition direction.
- Clean Kitchen after use, using mild detergents.
- Kitchen to be using only for warming and serving foods, it is not to be used for food preparation.
- 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**

- Since this space may be utilized in conjunction with the other rented spaces, refer to those spaces rules for addition direction.
- 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 uses. They will be under the same direction to reciprocate.

- The stage needs to be left in a clean condition, if needed, a mop is available in the Kitchen.
- Do not mark and hand things on the curtain or wall. This includes nails, tape, pins, or other types of hanging devices.
- The restrooms for this space are on either side of the stage.

**MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING**  
**Thursday, February 6, 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	<del>Present</del>
Artie Powell	Council Member	<del>Excused</del>
William Morris	Legal Counsel	Excused
Nikki Wolthuis	Clerk	Present

*excused present*

**Citizens:** Melissa Knowles-Treasurer, LT. Cowley, Jeff Keeney, Dakota Hyde, Jeff Hyde, Rex Harris, Star Primm, Lee Primm, Chandlyr Shupe Marriott, Beckki Endicott- Clerk, Blaine Vernon, Regen Sorensen, Daxton Sorensen, Kara Templin, Liz Poulter, Ramona Clapperton, Jodi Richardson, Shannon Smith-Clerk, Kirk Nigro- Rocky Mtn. Power

1 Mayor Richard Sorensen called the meeting to order.

There is a full quorum present.

2-Pledge of Allegiance led by Lt. Garth Cowley

3-Opening Ceremony given by Bruce Ahlstrom

4-Public Comments:

**Star Primm-** She was disappointed that the Town Community Center had turned into a “Pickleball Business.” She attended early meetings about the building of the community center (before it was constructed), and they talked about many uses for the building including futsal, basketball and volleyball. She explained that these uses were also written in the Ramp Grant Application. According to the RAMP organization, if the applicant makes changes like adding a pickleball surface, they need to submit an amendment to RAMP. The pickleball surface limits the uses of the building. She thinks many people are unaware of this change and a lot more people would be at the meeting if they did know. Star stated that it would cost her family too much to rent the court every week. They could go on Monday nights when it’s free, but she was told by a friend that had gone on a Monday that there were many advanced players there and it wasn’t an ideal time for families. She would like to see more concessions made to make it more affordable for families. She also felt that with some creativity the Town could figure out how to pay for the expense of operating the building without needing to charge for things like pickleball. **Mayor Sorensen** explained the cost for running the building. He asked Star what a better way would be to operate the community center. She said it would be great if there were times when kids could learn pickleball. She also felt like the pickleball court fees might bring in more than the town needed to cover operating costs, and they should seek to make it more affordable for families.

**Rex Harris-** He believes that Huntsville Town should leave the Ogden Valley Parks Service District because there is no benefit to the Town. He also pointed out that Huntsville does not have good representation on the board. Huntsville gets one representative on the 9-member board.

**Regen Sorensen-** She was hoping that if they held weddings at the community center that they wouldn't undercut her wedding business or others in town. She spends an enormous amount on advertising every month and the community center does not. She also warned the Town that if they held weddings their floor would be a sticky mess because of the soda and cake.

**Jeff Hyde-** He counted how many wedding businesses were in town including his and came up with nine. He estimated that there were probably more wedding businesses in Huntsville Town than any other city. He stated that his business has donated to the community center and to other nonprofit organizations in the Town. His expenses every month are massive.

5-Sheriff's Report –There were minor calls and traffic violations average for this time of year. Sandy Hunter asked if the Volunteers in police service could help with code enforcement. Lt. Cowley said VIPs help with traffic and with patrolling, being a "witness" but can't take any action.

6. Presentation by Chandlyr Shupe on the Patriotic Program for the July 4<sup>th</sup> Celebration-

Chandlyr explained that she would like to do a theatrical production for this year's patriotic program with the theme of "Remember." She and the Chordettes will be performing several songs and several actors from the local area including the Salt Lake Valley will be part of the production. Her plans include having it on both the 3<sup>rd</sup> and 4<sup>th</sup> of July. The 3<sup>rd</sup> would be free to valley residents. They could raise money for future productions by asking for donations at the door. There could be a raffle supported by local businesses. She had talked to Jr. Johansen, a Huntsville resident and artist, about illustrating the flyers for the event. She would also like to see a Christmas program being held in December with Kay Kilgore, a valley resident who leads the Valley Chordettes helping with the program. It would be something to bring the community together.

She was concerned about the sound system and the piano. The TC brainstormed how they could get a piano for the building. She would like to involve current members of the military from Hill Air Force Base in the program. Another idea she proposed was to give those who bought a certain number of tickets for the games at the 4<sup>th</sup> celebration, tickets for the raffle as well. She wanted to make sure there was a way to make sure the money being raised for future productions on the 4<sup>th</sup> stays in that fund and doesn't get put in the general 4<sup>th</sup> of July fund.

**Kirk Nigro**, representing Rocky Mountain Power, announced that his company has community grants if the Town wanted to look into applying to help with this production or other community needs.

7. Presentation by Blaine Vernon on maintenance updates in Huntsville Town.

There hasn't been a lot of plowing since there hasn't been much snow this year. He has been working to fix some leaks in the bathrooms at the park. TCM Powell asked him if they bought

slides if Blaine could install them. They decided to take a look at the park again in March. Blaine asked TCM Powell about the problem with the leach field near the playground and he said he was still waiting to hear back from someone he tried to contact about it.

8. Presentation by Jeff Keeney on ideas for Historic Buildings in Huntsville Town.

Jeff Keeney had an idea to have a bakery in the little brick building. He wanted to rent it out himself, but it's not feasible at this time. He wondered if it could be a place where baked goods could be brought in and sold. They could have tables and chairs put in front like a street café and Huntsville could even have a signature dish. He gave the example of going to Bear Lake for raspberry treats. He would be interested in helping with the concept.

9. Presentation by Dakota Hyde and Jeff Hyde about creating a pathway behind the Aldous Cabin (Attachment #1)

Table 25 on 25<sup>th</sup> Street is looking to lease the restaurant building that the Hyde's own (The old BBQ restaurant bldg) The restaurant owners need some help in getting an alcohol license and they need to have a pathway from 200 S. to the restaurant to be compliant. Dakota Hyde said the pathway would also increase the walkability of the area. They already donated a boardwalk going around their Huntsville Square years ago with this in mind. The TC talked about going over the next day to look at where they wanted to put in the path. Dakota explained that the pathway would be concrete, wood, or pavers, would be ADA compliant, and the Hyde's would cover the cost. Jeff Hyde reminded the Town that the sprinkling system on that lot by the old building is not working and the Town is starting to lose their Maple tree there. He watered it himself with the water on his property last summer. The TC decided they would go to the property the next day and discuss the idea.

10. Discussion and/or action on approval of \$5,000 for the purchase of Fireworks for the July 4<sup>th</sup> Celebration (See Attachment #2)

Ramona Clapperton represented her son who does the firework show every year for Huntsville Town. Originally, she had given the Town Council a choice between the \$4,500 and \$5,000 shows, but since then had realized that last year they did the \$5,500 show. Since the Clappertons have been doing the show for years and are wanting to move on, TCM Powell has started looking at other options. One contact he had in Plain City quoted him \$30,000.

TCM Powell said there may be people who can donate this year for fireworks. He was going to contact them.

**TCM Powell motioned to approve spending \$5,500 for the fireworks for July 4<sup>th</sup> this year. TCM Ahlstrom seconded the motion. Roll Call vote. 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			

11. Discussion and/or action on approval of Ordinance 2025-02-06 Rocky Mtn Power Franchise Agreement (See Attachment #3)

Kirk Nigro from RM Power remarked that he had enjoyed being at the meeting and seeing how communities work. The franchise agreement between Rocky Mountain and Huntsville Town is a land use agreement. They work together as a partnership in the community. Last time the RM Power Franchise Ordinance was renewed was 50 years ago. This agreement will be renewed again in 20 years.

The Franchise Ordinance spells out the rights of the community. It describes what happens to the assets when a community grows and changes. RM Power will pay for the costs of moving things around if and when it is needed.

He took a moment to explain the work that Rocky Mountain Power has been doing in the valley to mitigate the fire risk. This work includes burying some of their lines.

**TCM Sandy Hunter motioned to approve Ordinance 2025-02-06 Rocky Mtn. Power Franchise Agreement. TCM Ahlstrom seconded the motion. Roll call vote. 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 approval of Resolution 2025-02-06A Community Center Fees (See Attachment #4)

Mayor Sorensen recused himself from the conversation because he is a part owner with his wife in her wedding reception business. The TC discussed the Community Center fees. Rex Harris, who is the Town Hall and Community Center Building Manager, made a presentation on the building and how the uses and fees were decided. He explained that they don't know for sure yet, but it looks like the operating costs will be around \$3,000 per month. Pickleball could bring them \$2,000 a month. Rex explained that the Town Hall Committee had met a few different times to discuss the uses and fees of the building. They had looked at appropriate and non-appropriate uses. When thinking about each use they looked at three criteria: whether it's legal, ethical, and doesn't damage the building. He discussed the issue of undercutting the wedding businesses in Town. He stated that whatever you used the Community center for-whether it was birthdays, anniversaries, or other events- they could also be done at the other venues so it would be hard to

escape the competition. He also explained that if you don't allow an activity in the building you have to have a good explanation.

TCM Sandy Hunter stated that the TC had discussed the uses of the new building in three separate TC Meetings last fall. They had concluded that weddings should not be one of the uses. After attending the two separate Town economic work session meetings recently, TC Sandy Hunter explained that the Town is trying to support local businesses and that's a reason that they did not want to allow weddings. They did not want to compete with their local businesses.

Rex Harris followed this by a presentation on the fees with examples of different scenarios and different uses for each space. This presentation was met with much debate between the Town Council, local business owners and Town staff. Out of this debate came three major issues: the Town needs money to operate the building, the business owners don't want to lose business because of the Town's new building, and some residents believe the Community Center uses should be more varied and lower priced because it is for the community. After much debate the Town Council decided to discuss it further in a work session to be held in the coming week. **TCM Powell motioned to table the issue. TCM Ahlstrom seconded the motion. The TC discussed it more. TCM Sandy Hunter made a second motion to approve the fees but table the event classification. She withdrew her amendment. TCM Hunter motioned to approve the pickle ball fees only in Resolution 2025-02-06A and have a work session to discuss the rest of the uses and fees for the Community Center. TCM Ahlstrom seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 2-1.**

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 approval of Resolution 2025-02-06B Community Center Rules (See Attachment #5)

The TC discussed the fact that the rules in the resolution were only for pickleball and the rules for the other uses and spaces in the building needed to be established.

**TCM Ahlstrom motioned to approve Resolution 2025-02-06B Community Center Rules. TCM Hunter seconded the motion. All Votes Ayes. Motion passed.**

14. Discussion and/or Action on approval of dispersement of tax monies to the OVPSA Board (See Attachment #6)

TCM Powell explained that the OVPSA used to have a process for dispersing money to Huntsville Town for their park. A couple of years ago after a change in treasurers, they said they would not be able to follow the same process. Now they're asking Huntsville Town to give their tax dollars earmarked for the Huntsville Park to the OVPSA board first before they disperse their extra money to Huntsville Town. Recently TCM Powell has tried to get the board to reimburse the Town for their park expenses and they would not. They agreed but wouldn't put it in writing. The OVPSA budget did not end up on their last agenda, but hopefully it will be on the next

agenda. Huntsville cannot get any money until that is done. Mayor Sorensen stated that the OVPSA treasurer assured him that if Huntsville Town would give the board the tax money that they would reimburse the Town. TCM Powell suggested submitting a budget for the park in the coming year so they could get money moving forward. He is fairly confident in the new leadership of the board. Further, TCM Powell feels like getting the outdoor pickleball courts into the park zone will give them a chance to renegotiate the parks agreement which is vague. TCM Sandy Hunter spoke about the need to decide whether they still want to be in the park district. **TCM Sandy Hunter motioned to table the issue. TCM Ahlstrom seconded the motion. All votes ayes. Motion passed.**

15. Discussion and/or action on approval of Minutes for Town Council Meeting January 9, 2025 (See Attachment #7)

**TCM Sandy Hunter motioned to approve the minutes for Town Council Meeting January 9, 2025. TCM Powell seconded the motion. All votes Ayes. Motion passed.**

16. Discussion and/or action on approval of Minutes for Work Session January 22, 2025 (See Attachment #8)

**TCM Sandy Hunter motioned to approve the minutes for Work Session January 22, 2025. TCM Powell seconded the motion. All votes ayes. Motion passed.**

17. Discussion and/or action on approval of Minutes for Work Session January 30, 2025 (See Attachment #9)

**TCM Sandy Hunter motioned to approve the minutes for Work Session January 30, 2025. TCM Powell seconded the motion. All votes ayes. Motion passed.**

**Department Updates:**

**TCM Artie Powell:** Three slides in the park need to be replaced. He got a \$1,500 bid to replace them. Melissa Knowles, Huntsville Town Treasurer, explained that for expenses over \$1,000 there needed to be two bids. He was going to do more research.

**TCM Sandy Hunter motioned to approve the January bills. TCM Powell seconded the motion. Roll Call Vote. 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			

**Mayor Sorensen** explained that the TC was going to have a closed session afterwards to discuss the old building they own on 2<sup>nd</sup> street. Three different parties are interested in renting it.

Because of the length of the meeting that night they would have that discussion at the next meeting.

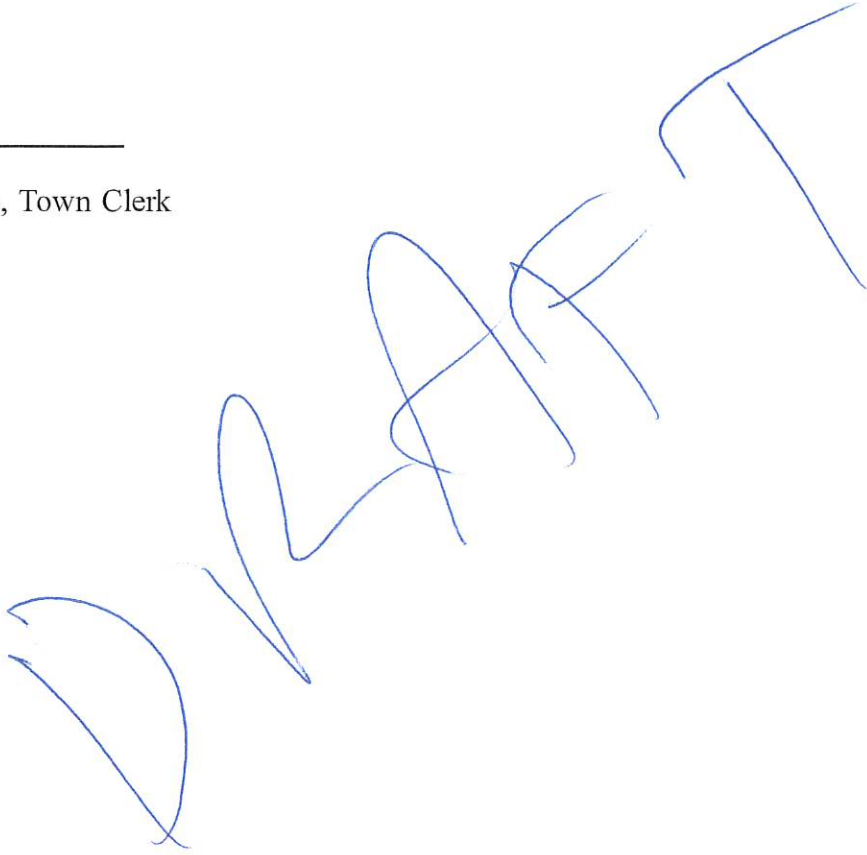
**TCM Ahlstrom-** He asked those who volunteered their time on the "Great Water Leak" to submit their hours to him so he could turn them in.

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

**Meeting adjourned at 9:42 p.m.**

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Nikki Wolthuis, Town Clerk

A large, handwritten signature in blue ink, appearing to read 'D. W. WOLTHUIS', is written diagonally across the page.

## Huntsville Town Work Session 2-12-2025

**In Attendance:** Mayor Richard Sorensen – by Zoom, TCM Sandy Hunter, TCM Bruce Ahlstrom, TCM Lewis Johnson, TCM Artie Powell, TCM Bruce Ahlstrom, Wendy McKay, Rex Harris, Steve Songer, Shannon Smith, Beckki Endicott

**Public Attendance:** Pat Songer, Aimee Erickson, Brianna Bingham, Hillary Evans, Mark Evans, Genevieve Evans, Star Primm, Lee Primm, Janie Wayman, Monte Stewart, Kris Larsen, Esther Hansen, Jenny Harris - Zoom

Mayor Sorensen started the meeting and stated the purpose of the meeting was for both the Town Council and the Building Committee to communicate regarding use of the building and the fee structure that has been recommended by the Building Committee.

TCM Artie Powell stated a point of order. He was concerned about items added to the agenda after the publication. Beckki stated the addition was appropriate and stuck to the topic of the meeting. She will send a copy of the Utah State code to the council members, so there might be better understanding by all members of the committee and council.

Mayor Sorensen turned the time over to Steve Songer to present the designs for the name and logo of the building. Members of the committee were able to comment about their favorites and Steve will follow up with an email after making some adjustments.

TCM Artie made a point of order. Steve's presentation is on the agenda as a last minute add. He stated he would like to know the rules regarding non-agenda items. Beckki said she would check with our attorney. She believed that the topic being addressed was within the "reasonable specificity" of the published agenda.

Steve presented and discussed with the committees the design of the logo and name of the building. Originally there were 29 ideas of a name and logo. He scored the opinions of the building committee and showed the frontrunners. Rex reminded Steve Songer the Building Committee had recommended "The Huntsville Hall at Town Square" with a preferred nickname of "The Hall." The committee likes the logo with the mountains in a circle. It is similar to the current town logo. The committees like Huntsville Hall and will call the building "The Hall."

**Shannon Smith left the meeting at 5:20 p.m.**

Beckki pointed the committee members to the RAMP contract and read through the requirements of the contract. **(Attachment #1)** She directed the committee to the first part of the application, which was authored by Wendy McKay. The first part of the contract does specify this would be a multi-sport building. Wendy McKay stated that she received a call from Shelly Halacy, the manager of the RAMP grant committee and questioned about the multi-sport use. Shelly stated that she will meet with the board and the decision they make will affect Huntsville's ability to apply for grants in

the future. Mayor Sorensen stated he and Beckki met with Kevin Burns, head volunteer of the RAMP committee. Beckki described the meeting as very positive, and Kevin Burns seemed excited about the building. He also suggested a tiered pricing structure for Huntsville Town residents versus non-residents. The reason for two tiered pricing structure is to make sure that residents have the opportunity to use the building that is in their community that they bare the burden of maintaining.

Then Wendy McKay described the process the Building Committee went through with the floor. She stated that they attempted to stain the concrete floor twice and it failed. When the floor stain failed, they made the decision to install the outdoor surface. Rex Harris made the point that every sport has an ideal surface, and every sport can't be played on every surface. Wendy McKay stated that she and Rex Harris have disagreed over the floor surface at many points in the process. She feels that her integrity is being questioned by adding the outdoor surface to the courts. She was upset that Shelly Halacy called her to relate the resident calls about the pricing and the lack of multi-use recreation. Mayor Sorensen said he believed that we could address multi-sport use. He turned the time over to Rex Harris to discuss the executive committee's recommendations.

Rex Harris stated he wanted to clarify some of the rumors that have come back to him regarding his role in managing the building. He went through the history of his role with the building. He wanted to clarify that he took a reduction in salary to come and work for Huntsville Town. Rex Harris' continuing role as the building manager is ongoing. He has been told that he is benefiting financially from the pickleball operation in the building. He wanted to make it clear that he is not benefiting directly from the pickleball rentals. He is taking a small salary to manage the building. He described his work on the building and community centers as a labor of love.

Rex Harris then addressed the recommendation from the building committee regarding rentals and pricing. Originally the Town Council passed a rate of \$20 per hour for pickleball. The Building Committee wanted to lower the rate and agreed on \$16 per hour. This has become the "unit" of pricing for the entire building. Rex Harris stated they are taking careful consideration of the fees. He wants to make sure that pricing meets the needs of both the businesses and the residents of Huntsville Town. The goal of pricing is to cover the operating expenses for the building. The committee is estimating the operating cost to be \$3,000 a month. This would be about \$25 a month per household if the residents were paying for it on their own. In order to not burden the residents that would regularly use the building, the building committee has recommended charging for the use of the building. Beckki provided the Town Council and the Building Committee with market research for both pickleball and room rental. **(Attachment #2)** Rex Harris stated the goal was to make the price comparable to other facilities.

Draft Resolution 2025-2-6-A reflected the recommended pricing for the building. **(Attachment #3)** Rex went on to describe the \$16 unit. This unit is multiplied by the space of the building that is being rented and by the time used in the building. He also provided the Town Council with some sample pricing. There are prices for the amenities of chairs, tables, etc.

The Town Council expressed a desire to comply with Huntsville Town's auditor recommendations to make sure that we can justify the fees of the building with the cost of operating the building. TCM Artie Powell pointed out that one of the costs that will be incurred but not documented or included in the auditor's justification would be the cost of depreciation.

Wendy McKay inquired about other fund-raising sources that could fund the building, like the Huntsville Marathon. Mayor Sorensen commented that the marathon was just starting to come back to the Town. It will be an important fundraising event going forward but currently it doesn't address the need that Huntsville Town has.

Rex Harris turned his focus to use. He stated the Building Committee recommended that if the use was legal, ethical and not detrimental to the building, that it would be considered. If it meets these three criteria then it shouldn't be excluded from use. He stated that pickleball would be primary use of the community center space. He predicts that there would not be a lot of different uses for a space like the community center. It is a very big space.

TCM Sandy Hunter asked Rex why there are time definitions on the fee schedule. He stated that the amount of time for the event set up needed to be taken into consideration. TCM Sandy Hunter would like to see a resident discount moving forward. She recognizes that Wendy McKay feels that the prices are too high, but she wanted to point out that Huntsville Town is very small compared to the 50,000 residents of Clearfield. Rex Harris stated that the goal is always to have the building be self-sustaining. He also reviewed the budget in Huntsville Town and stated that Huntsville biggest source of revenue is sales tax and not property tax. Mayor Sorensen confirmed that sales tax budget was higher than property tax.

The budget for the floor was reviewed by Rex Harris. He also went over some of the proposed expenses for an indoor pickleball surface. He received four bids and didn't like the cost for any of those bids. The floor work was done by Rex and other town volunteers. Rex stated that the current floor expenses were negotiated by him. The current floor expenses are around \$10,000.

Mayor Sorensen asked Beckki to let the committee members and Town Council draw numbers for the last comments. Beckki also drew a number for the mayor. Each member has been given 3 minutes to make any comments.

**Artie Powell** – He stated that there are always unintended consequences from any decision that is made. He stated that he believed that if Huntsville is expansive in the use of the building for rentals that the effect will be felt on the businesses of Huntsville Town. When the businesses stagnate, taxes will increase on the residents of Huntsville Town.

**Sandy Hunter** – Sandy states that fees will need to be charged and there is no way for us to know what exactly the expenses will be and how much will need to be charged. We will need to adjust along the way. Sandy states that she trusts the fee schedule that the committee has put together and would like to implement the schedule. She would like to see discounts for the residents in Town. Sandy quoted one of the criteria the building committee set was to not cause detrimental harm. The businesses have let the Town Council know that the floor of the community center will be ruined if it is used for weddings. She recommends that Huntsville not allow weddings in the community center and that should also help the businesses in Town.

**Lewis Johnson** – He believes that we must start somewhere with the fees. He is new to the Town Council and wasn't seated at the time, a lot of decisions have been made. He would have recommended selling the land for a private pickleball court. Huntsville could have benefited from the sales tax without the cost of maintaining a building. Lewis doesn't want to compete with the

businesses in town and supports the “No Wedding” policy. He’s disappointed that there is not enough space for the history library to move to this building. Lewis expressed his desire for the Town to be responsible and not rely on public grant monies. He hopes the community will feel welcome at this building.

**Wendy McKay** – Wendy stated that the committee has talked about renting for very large weddings throughout the construction of the building. She stated that if we make the price so high, higher than the businesses, because the space is so huge, that it won’t compete with the businesses. She believes that would really help with the operation of the building. She does not want to see the businesses hurt in the process. Wendy states she appreciates the creative pricing that Rex has recently implemented. She would like to see an additional night of “free hours” at the community center. In addition, she would like to see a 10-punch punch card for about \$30.

**TCM Bruce Ahlstrom** – TCM Ahlstrom thanked the committee members. It is obvious that they have spent many hours making all the considerations for the building. He wants to see the community events prioritized over pickleball. He is looking forward to having movie nights in the building and feels that this building can really bring people together. He said on the issue of weddings; he believed the price should be very high because the space is so large. However, our state laws do not allow us to set the fees higher than is reasonable. TCM Ahlstrom would like to adopt the fee schedule and not allow weddings.

**Rex Harris** – He doesn’t want to see uses excluded. He feels that it is not ethical to not allow all uses. If it meets the criteria that they set, then the Town Council should allow it. There are ways to do a punch pass, and he would like to investigate doing that. Rex Harris wants the residents to get all the benefits possible, but he doesn’t like the idea of policing who is a resident and who isn’t a resident. He believes that if you use it, then there should be a charge.

**Beckki Endicott** – She stated she was with Wendy when the Town Council started formulating a plan for a new building. Before the building plans came, we investigated how we could add to the old building. Beckki said she was here during COVID when many of the groups who used the old town hall could no longer use it. She believes the building is an amazing asset to the community and it could be used to unify the residents. She is sad about the controversy such an asset has caused. Beckki said that she believes the building can be used for multiple sports and that this is just the beginning. She would like to see the fees set and set in a simple way. She likes the creative fees however; she realizes that we have software limitations and staff limitations.

**Steve Songer** – Steve reminded us about the original cost of the building which was supposed to be \$4-5 million. Wendy and Steve took the reigns at redesigning the building at a lesser cost and a better-looking building. Steve said that he was against pickleball as a use at the beginning of this process. After a lot of research, he saw that pickleball is the fastest growing sport and can be played by all ages. Pickleball is very popular and a great way to support the expenses in the building. He is very happy with the floor in the community center. He is in favor of wedding receptions. Steve stated that the committee has talked about having wedding receptions from the beginning. He doesn’t believe it will be competitive with the businesses because of the size and cost of the community center.



**Mayor Richard Sorensen** – He stated that he has a conflict of interest and so he is not commenting on the uses in the building. He believes the fees are fair and have been well researched. Mayor Sorensen stated that our facility is a very nice facility for pickleball and doesn't compare to other community centers. That said, he likes the creative pricing for leagues, etc. He reminded the committee that this was a building that has no debt, which is unheard of in other communities. Mayor Sorensen is disappointed in some of the responses because so many people in the community have volunteered hours and dollars to get us to this point of having a great asset in Huntsville Town. He restated how important it was to keep it going. He believes the building is a multisport building. He is desirous of having community events. It saddens him residents went to the RAMP committee and not to the Town Council first, but he is confident that Huntsville will be able to work with the RAMP committee to resolve any issues and that we will be eligible for funds in the future.

TCM Artie Powell wanted to correct a comment Steve Songer made earlier in the meeting. TCM Powell wanted it to be known that there have been objections to various items along the way with regards to the construction of the building and the possible uses. He stated that he had objected to everything about the Town Hall up to the point where the Town Council voted to build this building. Steve Songer stated that none of the members of the building committee voted against building use. Beckki stated that there have been various votes all along the way. All the various votes have brought to this point with a wonderful asset for the community. Beckki expressed confidence in the Town Council to move the building forward and congratulated them on being able to work together for a great outcome.

The members of the work session discussed some of the finer points of two-tiered pricing. TCM Sandy Hunter read the letter from Huntsville Treasurer, Melissa Knowles. **(Attachment #4)** Rex Harris is planning on reporting on the status of the building quarterly at the Town Council Meeting. TCM Sandy Hunter requested the rules for the building from the committee. She will look forward to seeing the rules and fee resolutions at the next Town Council Meeting.

TCM Bruce Ahlstrom motioned to adjourn the meeting. TCM Artie Powell seconded the motion. All votes, Aye. **The work session is adjourned at 7:37 p.m.**



Beckki Endicott, Clerk of Huntsville Town

**MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING  
MINUTES OF PUBLIC HEARING**

**Thursday, April 19th, 2018**

**7:00 p.m.**

**Huntsville Town Hall, 7309 East 200 South, Huntsville, UT**

Name	Title	Status
James A. Truett	Mayor	Present
Bill White	Council Member	Present
Bill Wangsgard	Council Member	Present
Max Ferre'	Council Member	Present
Wendy McKay	Council Member	Present
Beckki Endicott	Recorder	Present
William Morris	Legal Counsel	Excused

**Citizens:** Carol Stoker, Cathy Stoker, Linda Laws, Liz Poulter, Ron Gleason, Kristin Jonson, Jennifer Sorensen, Lewis Johnson, River Hyde, Bonnie Hyde, Dakota Hyde, Doug Allen, Luis Rodriguez, Abraham Fraijo, Steve Johnson, Ruston McKay

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

2-The Pledge of Allegiance was led by Ruston McKay.

3-Opening Ceremony was led by CM Bill Wangsgard.

4- Citizen Comments:

**Ruston McKay**—Ruston made comments regarding the price for culinary water. The comments were read. (See Attachment #1)

**Ron Gleason** – Ron came to share comments on the Interlocal Agreement between Ogden Valley Parks and Huntsville Town. Ron lives in Huntsville Meadows in Unincorporated Huntsville. Ron wanted the TC to know that he protested the establishment of the Ogden Valley Parks Area. He states it is the establishment of a tax by certain citizens for people outside the OV Parks areas and many of those citizens do not use the park. Ron asked the TC to not enter into the Interlocal Agreement. He recognizes it will be a tax decrease for the residents of Huntsville but he personally feels that Huntsville will be better to stand on its own and keep up the park as it has in the past.

**Dakota Hyde** – Dakota Hyde wanted to make some comments regarding the pickle ball courts. He has heard there are several different locations purposed for the courts. One location purposed was next to the soccer field and the Hyde's new development project. He is not against the location, but he is wanting to know if there was a plan for artificial lighting at the courts. CM McKay stated currently, there isn't a plan for lighting at the courts. CM McKay stated that lighting was originally in the bid but since that time they received 100% of the money they asked for and they opted to go with a third court instead of lighting. CM McKay explained if they were to do lighting that it would be sport lighting which is directional and shouldn't put off residual

light outside the court. Dakota was concerned primarily about the observatory they are planning to put in the new development. CM McKay didn't see this as a problem. Since there is light outside until 9:30 or 10 p.m. during the summer and the Huntsville curfew is 10 p.m. All lights would be off at 10 p.m. CM McKay commented this is the current practice on the tennis courts. Dakota stated that he is personally against lighting but he understands the desire to have lighting. He asked if lighting is pursued in the future that Huntsville research Class 4 lighting which is dark sky oriented.

Dakota also wanted to express a concern about restrooms if the pickle ball courts are going to be on the soccer field locations. He explained they get a lot of traffic in their stores from people wanting to use restrooms. CM McKay stated there were restrooms at the playground across the street as well as the building on the west side of the park.

Mayor Truett commented he didn't see the need for lights on the pickle ball courts. He wanted to let the Hyde's know that part of the grant money received is for landscaping and they hope to make it look nice. There will be a park bench, drinking fountain and shade. CM McKay stated they will post a sign directing those to a restroom so that people don't bother the library or the other businesses.

**Bonnie Hyde** – Bonnie wanted to make the council aware that young kids are riding bikes and scooters through The Village. They are riding on the decks, stage and walkways, leaving skid marks on the concrete. They have talked to some of the kids and they are combative. The kids state that they don't see signs. Bonnie states they have signs. Bonnie states this is a liability. She wanted to know if anyone else is having an issue. They are not sure about what to do next. The Hyde's don't want to see anyone get hurt or their property damaged. Mayor Truett states Huntsville can send reminders in the newsletter to the residents. If it continues to be a problem, Mayor Truett states the TC could look at writing an ordinance. Bonnie states they have moms drop their kids off at their location. The Hyde's have put in surveillance but it is not deterring them. Mayor Truett stated that as far as enforcement goes, they only way that they can enforce it is to write an ordinance and then let Weber County Sheriff take care of the enforcement. Lt. Pledger had a suggestion. He stated if the signs are up on private property and the kids refuse to leave, he asked the Hyde's to call the Sheriff. The Deputy's would be happy to come and help. Mayor Truett asked Bonnie to report back to the council to see how this works out.

**Lewis Johnson** – Lewis would like the council to table any action on the agenda tonight for the rezone of the Steve Johnson and Jack Davis properties. He explained they just received the paperwork a few hours prior to the meeting and they don't agree with some of the wording in the contract. Mayor Truett stated he would agree to table any action. CM White stated the Planning Commission wanted something in writing between the applicant and the Town that could be recorded. The PC asked CM White to draft the agreement. He did that and sent it to the PC for approval. The PC reviewed and approved the Rezone Agreement. CM White states the applicants need to go back to the PC if they didn't agree with the Rezone Agreement. Lewis stated they would go back to the PC. CM White asked if the Jack Davis property wanted to table any action or discussion tonight. Jennifer Sorenson responded that they were applying together with the Johnson's and would want to back to the PC to address their concerns with the

agreement. CM White asked if they wanted to be on the agenda for the PC meeting in May. Jennifer confirmed that they would like to be on the agenda in May.

**Dawson Hedges** – Dawson stated he was running this morning on First Street, west of 6800 East when he was accosted by some unfriendly dogs. It lasted a long time and he was able to get away. He is concerned about the safety of others, especially children since it is near a bus stop. Dawson states this has happened several times and he has talked to the owner twice to no avail. He hasn't had time to call Animal Control just yet. Mayor Truett asked Dawson to be more specific about the location. Dawson replied it was the old Greg Roylance home, right next to Todd Bass. This incident occurred prior to 6 a.m. and there were two dogs and maybe one other in the shadows. It took several blocks for him to be able to get around the dogs. CM White stated that Steve Songer reported the same location of some unfriendly dogs. Steve Songer recounted to CM White that these dogs do not back down.

Mayor Truett stated the TC has addressed this issue all through the fall and winter. He stated they even met with Animal Control and gave them several locations to look at. The TC is going to keep addressing this issue. Lt. Pledger has been working with the Town to help resolve this issue. Mayor Truett stated he believed the animal issues will escalate now that it is spring. Mayor Truett asked Dawson to give Lt. Pledger the address so that he could follow up.

CM McKay commented she attended a meeting at Animal Control this past week. At the meeting, the consensus was that the dogs start to come out in the spring. She stated that Huntsville needed to make sure there was a no bite ordinance. Ruston McKay commented that because this incident happened before 6 a.m. so Animal Control wouldn't be in town yet. CM McKay responded that they are working on finding a way to local patrol the animals in town.

**Abraham – From Ogden Valley Smoke House.** Abraham stated the OV Smoke House was just voted #2 restaurant for BBQ in the area. They wanted to celebrate in the community of Huntsville with a little "thank you" event. The OV Smoke House is having an all you can eat BBQ with some live music. The flyer went out in an email blast to residents. The event will be held on the 28<sup>th</sup> of April. It starts at 4 p.m. and go to 8 p.m. RSVP will be required and is \$11.99. The day of pricing is \$12.99. He will know by next week how many RSVP's they will have and will report back to the Town. Mayor Truett loved the idea. Mayor Truett had some questions. He wanted to make sure there wouldn't be a need for permits, parking and extra sanitation. He wanted to make sure curfew would be observed. Abraham stated that he didn't think they would have more than 150 people. The mass gathering permit is for a minimum of 250.

4 – Motion to adjourn the Regular Council Meeting to hold the public hearings. **Mayor Truett made a motion to adjourn the Regular Town Council Meeting and to hold a public hearing.** CM Ferre' seconded the motion. All votes aye. Motion passed. The meeting moved to the public hearing.

5- Public Hearing amendments to Ordinance 2016-08-04: An Ordinance establishing a fee to be levied when it is necessary to ticket or tow a car due to parking violations, to add: 'it shall be unlawful to park or cause to be parked any vehicle along the streets designated 'No Parking' or

*'Parking by Permit Only' by a sign or device placed in said area, or everything West of 7300 E. as being a no roadside parking area during the months of May-September. (See Attachment #2)*

Mayor Truett has been working with Weber Co Sheriff and Lt. Pledger on some new signs. He would like to remove the various signs that are located all over town. He would like to replace them with several larger signs. (See Attachment #3) Mayor Truett passed out the draft of the sign. The sign includes a map and prohibits parking anywhere west of 7300 East. Lt. Pledger met with Lt. Eskelson, the hearing officer, regarding the enforcement of the parking ordinances. Lt. Eskelson helped with ideas regarding the sign and placement of signs so that there wouldn't be a question regarding the enforcement of the "No Parking" ordinance. There will be 8-10 signs total. The signs will be 3 feet by 3 feet. Mayor Truett explained the neighborhood will look better with 8-10 uniform signs versus the 80 signs of various designs all over town. Lt. Pledger made one suggestion to change the wording to "From May 1<sup>st</sup> to September 30th". Mayor Truett also explained that there will be temporary parking cards available from Town Hall for residents having larger events. The temporary passes will be one-day passes. Each month will be assigned a different color for passes. Mayor Truett asked for comments. All the members of the TC thought this was a great idea.

6 - Public Hearing amendments to Title 12.5.C: Parking and Overnight Camping, Parking, Restrictions; to add 'Parking by Permit Only', or, everything West of 7300 E. as being a no roadside parking area during the months of May-September. (See Attachment #4)

The current ordinance should reflect the changes above.

7-Public Hearing on adoption of Agreement between Huntsville Town and Unified Park District. (See Attachment #5)

Eden and Liberty have entered a valley wide park district. Both Eden and Liberty feel many of people that use the park don't live in the area and the residents should have help in maintaining their parks. Mayor Truett expressed many of the people that use the Huntsville Park are not from Huntsville. The Parks District felt that the Valley could share a tax for the parks. CM White stated currently the tax on residents in Huntsville takes about \$100 per household to maintain the park. The rate with the Parks Agreement will go down to \$30 per resident. CM White stated there will be an increase in the tax rate to those that live outside of Huntsville Town.

The area the Parks Agreement covers is from Powder Mountain to Snowbasin to the bottom of Ogden Canyon and to Monte Cristo. This would bring \$30,000 per year for each park. The Mayor stated when he first heard about the Parks District, he was against it. He stated Huntsville had established annual fund raisers, like the Huntsville Marathon, where the proceeds take care of Huntsville Park. Mayor Truett states he likes that Huntsville retains ownership of Huntsville Park and has final say in what happens at the park. Mayor Truett stated the CFOV matches our funds for the park but the Park District Agreement will provide additional money for the park. In addition, all the monies raised for Huntsville Park will stay in our own accounts for the park.

CM Bill White stated that the ownership of the park will stay with Huntsville. There is a trial period attached to the contract. It is 10 years. If Huntsville is unhappy with the agreement, they can end the contract at the 10-year mark. Currently each park is spending between \$30,000 to

\$35,000 in maintenance and operation. Under the taxing entity, they will collect \$180,000 for the Parks District, essentially doubling the money for improvements and maintenance. Mayor Truett stated there is another area at the bottom of Trapper's Loop that is set aside for Park Development. That project will be included in the contract.

**Ron Gleason** – Unincorporated area of Huntsville. Ron wanted to clarify some of the specifics of the agreement. He stated per the agreement, only one person would be able to be appointed to the Parks Board from the Town of Huntsville. There are nine board members. Three will be from Eden and three from Liberty. One will be appointed by the Town of Huntsville and the other two will be appointed by the Weber County Commissioners. Ron wanted to make sure everyone was aware of that distribution. He also stated that the board would eventually be elected.

Ron stated although he protested the creation of the Parks District that he wanted to be involved because he believed it would be fiscally important in the future. He has attended the meetings regularly. The current amount collected in taxes for the Parks Agreement will be \$200,000 because of the addition of more homes. He stated the first five years there would be \$1,000,000 collected which will be distributed in the Valley. To him, it is important that the monies be dealt with correctly.

Ron also confirmed that Huntsville will have control over how they want to use their funds. However, when you look at the State Code for Parks, not all the monies will be used. The funds will have to be divided between capital funds and operational funds and it will probably be between .60 and .65 cents on the dollar every year that will be used.

Ron had a question about the funding regarding the financing for Huntsville Town. Prior financials for Huntsville reflect a debt of \$170,000 and he wanted to know if the debt would be carried forward to the Parks District. Mayor Truett responded that the debt was already paid. The debt incurred was for the new bathrooms. The grant money was received from RAMP to take care of the debt. CM McKay stated that RAMP reimburses after the costs have been incurred.

Mayor Truett stated he respected what Ron was stating. Mayor Truett explained the park maintenance is burdensome to the residents and the Town Council. They are constantly looking at ways to fund the maintenance of the Park. Ron commented the Mayor was stating the people that use the parks aren't from Huntsville. Ron states the people living here are burdened with the cost of the park that they aren't using. Ron asked the TC to think about this. Another comment he would like to make is about the 7-acre parcel set aside at the base of Trapper's Loop. He stated this was not part of the agreement and there is nothing in writing saying it will be part of the agreement. He would like the TC to think about the question of why some County Parks are not being included in this Agreement. North Fork Park is not included and neither is the Memorial Park. The County has decided to pick and choose what they want to include and who they want to give assistance to. Ron asks the question, why should those parks be treated differently? From Ron's standpoint, the County doesn't want to spend any money so they want to put it on the taxpayers. Ron thanked the TC for their time. Mayor Truett thanked Ron for his comments.

8-Motion to close the public hearings and re-convene to Regular Council Meeting:

**TM Bill Wangsgard motioned to close the public hearing and re-convene to the regular Town Council Meeting.** TM Bill White seconded the motion. All votes Aye. Motion passed.

9-Sheriff Department Report: Lt. Jeff Pledger.

Lt. Pledger made notes regarding the kids skating through the Hyde's property in Huntsville. He talked with Dawson Hedges regarding the dog incident and will have animal control contact him so that they can help with the situation.

There are some upcoming events that will impact the traffic in The Ogden Valley. The 30K race will be coming up on April 28<sup>th</sup>. The route won't go through Town but will impact the main roads in The Valley. Ragnar will be coming through Huntsville on June 1<sup>st</sup>. The Ogden Marathon will be here on May 19<sup>th</sup>.

The Sheriff's Office budget for last year did not spend as much as they thought. They are refunding the contract cities the monies they did not spend. \$2453 will be returned to the Town of Huntsville. Lt. Pledger gave the check to Linda Laws.

Mayor Truett:

10. Mayor Truett reviewed a complaint from neighbors regarding a moto cross track that has been built in a rental property's yard. There is a rental property where they have sent up a moto cross track at the house. The Mayor explained this happened last year. It is an eyesore and a safety hazard. Huntsville Town sent a cease and desist order (**See Attachment #6**). Ron Gault stated he talked with the renters and they stated they never received a letter. Mayor Truett stated he talked to our Town Attorney today. Huntsville Town is required to send a second letter to the home owner. Within 30 days of that second letter the Town can fine the home owner. Mayor Truett stated that Huntsville Town will draft a letter to go to the home owner in California and then have Lt. Pledger hand deliver the letter to the renters. Lt. Pledger agreed the Sheriff's department can help.

11. Discussion and/or action on Ordinance No: 2018-04-19: Ticket or Tow Parking Violations. Mayor Truett made a motion to amend Ordinance No: 2016-08-04 and adopt Ordinance No: 2018-04-19, An Ordinance Establish a fee to be levied when it is necessary to ticket or tow a car due to parking violations. Mayor Truett read Ordinance No: 2018-04-19 as written. CM McKay seconded the motion. All votes aye. Motion passed.

<b>VOTES: APPROVED</b>	
AYES:	Mayor Jim Truett Council Member Max Ferre' Council Member Wendy McKay Council Member Bill Wangsgard Council Member Bill White
NAYS:	
EXCUSED:	

12. Discussion and/or action on amendments to Title 12.5.C -- Parking Restrictions

Mayor Truett made a motion to amend Title 12.5.C. Mayor Truett read in the amended Title 12.5.C,as written. CM Ferre' seconded the motion. All votes Aye. Motion passed.

<b>VOTES: APPROVED</b>	
<b>AYES:</b>	Mayor Jim Truett Council Member Max Ferre' Council Member Wendy McKay Council Member Bill Wangsgard Council Member Bill White
<b>NAYS:</b>	
<b>EXCUSED:</b>	

12. Discussion on Pathways Project, Huntsville Corner.

Mayor Truett reported he met with Weber County and with Century Link regarding the gabion baskets and the stone, Century Link boxes that will contain the fiber optics for the town as they construct an extension of the Weber Pathways Projects at Huntsville Corner. He believes the solution will look nice and work well. The Mayor states they are looking to get the bids back soon.

13. Discussion on Wishing Well Project.

Four different perspective well drillers were taken to the site to make a bid for the well. There was only one bid that came back. He will make a more detailed report later.

14. Update on Republican Party Delegate Convention.

The convention went all day and all night.

15. Discussion on CFOV project.

Linda Laws explained that Star Primm has volunteered to help with the CFOV project this year. CM Wangsgard is over the park and Mayor Truett wanted CM Wangsgard involved. Linda stated they have raised about \$5,000 to go toward a project for the park. The Huntsville Park needs a tractor. Linda stated she thought that a tractor for the park would be a good project. CM White stated they have had an offer of a \$1000 in donations for a new tractor.

CM Wangsgard stated Huntsville really needed a new lawn mower. CM White commented that the agreement with the Parks District covered mowing but the contract doesn't start until next year. CM Wangsgard will talk to the maintenance department and see if they can make it through the year with the old mower.

Mayor Truett confirmed to Linda Laws the project would be a new tractor for the park and CM Wangsgard would be the contact. Star will be the second contact and Linda will handle the finances and application.

Mayor Truett also advised the TC they are looking for future capital projects for the coming fiscal year and to get those to Linda.



**Council Member Wangsgard:**

16. Department Reports.

CM Wangsgard had some suggestions for possible Eagle Scout Projects. The first is to build crosses for Huntsville Cemetery. They need at least 30 and probably 50. The second project idea is that the fence around the Huntsville Park playground needs some cleaning, painting and repair. The third project idea is for the cert trailer. Huntsville needs additional backboards. Zaxon Butcher is working on 4, but we need an additional two.

The mosquito abatement team will provide us with a video regarding mitigating mosquitoes around resident's homes.

May 5<sup>th</sup> there is a pickle ball tournament with the proceeds going toward The Boys and Girls Club. It is called Midnight Madness. CM Wangsgard received a request to advertise and let people know about the tournament.

The Huntsville Park playground restrooms haven't progressed for a while. CM Wangsgard reported he was going to go over with the maintenance crew to finish up the job. There is a currently a big pile of dirt that will need to be cleaned up as well. Linda pointed out there are time limitations on the grant. CM Wangsgard would like to know how much grant money is left. There are some broken pipes. Linda will report back to CM Wangsgard about the funds.

CM Wangsgard also reported they are going to clean out the irrigation pond. They are anticipating a good secondary water flow. The anticipated date for turning on the water is May 1<sup>st</sup>.

17. Discussion and/or action on Unified Parks District Agreement.

**CM Wangsgard made a motion to approve the Unified Park District Agreement.** CM Ferre seconded the motion.

There was additional discussion on when the payment of tax money could be made to the Park District to fund the Park Maintenance for the year. CM White wanted to know from Linda when Huntsville Town receives its taxes and whether they could fill in February 28<sup>th</sup> as the date on the Unified Park Agreement for the payment to be made to the District. Linda confirmed this would be doable. Huntsville usually receives its funds in November or December.

Linda brought up the that we would need to look at the amount of tax money spent in the coming year, 2019 for the parks. If the taxes were lowered based on the agreement, Huntsville will need to do a truth in taxation and possibly lower taxes.

**Mayor Truett called for a roll call vote.**

**Mayor Truett Aye   X   Nay  , CM Ferre' Aye   X   Nay  , CM McKay Aye   X   Nay  , CM Wangsgard Aye   X   Nay  , CM White Aye   X   Nay  .**

All votes aye. Motion passed. Unified Park District Agreement is approved.

**Council Member Ferre’:**

18. Discussion and/or action on amendments to Resolution No. 2018-04-19: A Resolution Establishing Huntsville Town Cemetery Plot Fees for Non-Residents. CM Ferre’ motioned to amend resolution No. 2014-10-16 and adopt resolution No. 2018-04-19 A resolution establishing Huntsville Town Cemetery Plot ‘fees for Non-Residents’ as amended. CM Ferre’ read the amendments to Resolution No. 2014-10-16 to Resolution No. 2018-04-19. Seconded by CM White.

Both Cathy Stoker and CM Ferre’ commented the cemetery is running out of physical space for additional plots. The idea behind the changes are to conserve plots for the residents. CM White stated there needed to be a sentence added on page 2, paragraph 1 for consistency and to ensure that it is understood that transfers will not be allowed from resident to non-resident. The wording in paragraph one, page two will read: “any purchase of a plot or transfer of a plot from a Huntsville Town Resident (Persons living within the Huntsville Town Boundary) to a Non-Resident (anyone living within the 84317 zip-code area), will incur a \$1,000 name change fee. No cemetery plots will be sold to anyone living outside the 84317 zip-code area, without approval from the Huntsville Town Council. Any purchase of a plot or transfer of a plot from a Town resident to another Town resident will incur a \$25.00 fee.

Mayor Truett thanked all who were involved in these changes. He felt this was really good work by those involve.

All votes Aye. Motion is approved.

<b>VOTES: APPROVED</b>	
AYES:	Mayor Jim Truett Council Member Max Ferre’ Council Member Wendy McKay Council Member Bill Wangsgard Council Member Bill White
NAYS:	
EXCUSED:	

CM McKay stated the County should be responsible for a new cemetery. Mayor Truett stated he would like to work on that project.

19. Department Reports.

**Council Member Bill White:**

CM White updated the Town Council regarding the Planning Commission Meeting regarding the Rezone. He stated the Weil’s, Kristie Bennion, Johnson’s and the Jack Davis Trust filed for a joint Rezone application to rezone from AV-3 to R-1. The Rezone ordinance requires the residents bring their own culinary water source. At the last Planning Commission Meeting, the PC made a motion to recommend the Rezone application and the approval of Concept Development Plans if the applicants brought their own culinary water. CM White stated he had a late assignment to draft the Rezone agreement stating the applicants needed to bring their own water source. He asked the PC to look over the agreement and make sure it reflected what was agreed upon. All members of the

PC agreed the draft reflected the motions made. The agreement was delivered to the applicants today at their homes. CM White stated the drafts were delivered late. It didn't give the families very much time to study the document. The applicants have now left the TC meeting after making comments they didn't agree with the document.

Mayor Truett stated several years ago the TC was working to recruit some people to annex their property into Town. The intent of that was to prevent big business from bordering the Town of Huntsville. Shortly thereafter, the Town received a letter from the State regarding culinary water. Huntsville Town was out of compliance because they did not have a backup water source. Mayor Truett stated as soon as they found that out, they put a moratorium on annexation. The current requests for Rezone were annexed into Town after the new ordinances.

CM White stated Huntsville Town is overallocated for water. CM McKay asked if the reason that we are not allowing water for annexed properties is because their property was zoned agricultural. CM White responded they annexed their property after Huntsville Town adopted ordinances that stated when annexing the residents needed to bring their own water. However, when the property was annexed, it was zoned AV-3, agricultural, and they didn't have need of culinary water. The owners already had water shares for the water uses they needed at the time. CM McKay wanted to know about the other lots in town that are not developed. She asked if they would need their own sources of culinary water. CM White explained if the lots were already established before the ordinance was made then Huntsville Town is required to provide culinary water.

**Richard Sorenson** asked if the Forest Service was on overflow. CM White stated he hasn't seen a contract but by the Utah State Constitution everybody who lives outside of Town is on a surplus water contract. Many don't realize it. The Town has been working hard to find an extra source of water. Huntsville has been applying for grants to drill wells and remedy this situation but the aquifer in this valley is difficult. The Nuggets Well project didn't turn out the flow needed. Huntsville is hoping for a good outcome with the Wishing Well Project.

**20. Discussion and/or action on Rezone Application for the Jack L. Davis Trust Property.** CM White made a motion to table the action on the Rezone Application's for the Jack L. Davis Trust Property and the Steve Johnson property. CM McKay seconded the motion. All votes Aye. Motion passed.

<b>VOTES: APPROVED</b>	
AYES:	Mayor Jim Truett Council Member Max Ferre' Council Member Wendy McKay Council Member Bill Wangsgard Council Member Bill White
NAYS:	
EXCUSED:	

**21. Department Reports:**  
Council Member Wendy McKay:

CM McKay attended the animal shelter meeting. CM McKay stated after attending the meeting she received feedback regarding the Animal Control contract. She stated last year Animal Control picked up only three dogs and this year only one dog. Those she surveyed at the meeting felt that Huntsville should not be paying for a contract. For the money that the Town pays every year, there have been very little result. She would like to see this discussed in the future. She thought it wise to have our own enforcement officer that could help in this. Animal Control would also still help us without a contract. Mayor Truett asked CM McKay what would happen if someone from Huntsville picked up a dog. CM McKay stated many communities take the dogs down to Animal Control and drop it off. She gave an example of the community sitting next to her at the meeting. They pick up the animals and take them to the shelter to spay and neuter them. Then the community will release them back into the community if it wasn't a violent situation.

There will be an article coming out in the Ogden Valley Newsletter regarding the changes being made to the 4<sup>th</sup> of July schedule and events. The mass gathering permit will be going in this week. CM McKay stated the planning is going well and she is already signing up volunteers. The water slide was ordered. All the plans will be on the website. CM McKay stated they are working on a plan for parking which might include charging for parking. The fireworks for this year will be on the 4<sup>th</sup> of July.

CM McKay is working on getting a new ceiling mounted projector for Town Hall. The cost would be about \$380 for the projector. The plan would be to bring the electronics down into the podium where there is already wiring. The hookups would be very easy and accessible. CM McKay thought this would be a \$2500-\$3000. This would be a capital project for next year. She is currently collecting bids. Mayor Truett thanked CM McKay for her work. He believes this will be a good asset for the Town.

#### 24. Council Member Presentations:

Mayor Truett asked CM Ferre' to have the maintenance crew to clean out the gutters on Town Hall.

Mayor Truett had a suggestion for the secondary water committee. CM Wangsgard stated he was on that committee. He asked CM Wangsgard about one or two areas in town where they have several acres with 18-20 rain birds going at the same time for three days straight. He asked CM Wangsgard to ask the committee if this is something that they can address. When these rain birds are running no other residents in that area of town have any water pressure. CM Wangsgard stated he would address it with the Secondary Water Board.

#### 25. Citizen Comments:

**Ruston McKay** wanted to comment again. He states based on the discussions at the Town Council Meeting, it seems like the TC is expanding the ice rink with the purchase of a tractor. With the Town being short on water and charging more to the residents for water, he wants to know how the TC members feels about the water for the ice rink. He doesn't want to pay for the water for the ice rink. He doesn't believe it is fair. Ruston thinks that there are very few residents use the ice rink. He wants to know what the intentions of the TC is, if they are going to address his concerns. CM White states this is one of the reasons that they wanted to join the Parks District, so that the cost of

the Park is not so burdensome to the residents. Ruston stated the ice rink is a luxury especially when there is not enough water. He believes that there isn't a way to justify the cost of 2,000,000 gallons of processed water a month for the ice rink. Ruston stated the ice rink shouldn't be unmetered if he, as a resident, is metered.

CM White stated that there are two separate issues. The first is, water supply. CM White stated in the summer Huntsville does have a shortage of water. In the winter, we have a surplus. The second thing is the cost associated with processing the water. CM White stated that the ice rink doesn't take near the amount of water that Ruston is referring to. Ruston stated the residents of the town should know how much it costs them to have the ice rink. He also wants to know how many people use the ice rink. He will personally volunteer to collect the hours. The TC members believe that we can meter the water and monitor the costs. Linda stated she believed there is a meter on the ice rink currently. CM White volunteered to take Ruston's request to the water committee and come up with a per gallon cost for the ice rink.

CM McKay stated there are donations that fund the ice rink every year. This year there was \$1,000 donated from a private donor. There was a donation of \$2,000 for the commercial filmed on the ice rink. The RAMP grant donated \$1200. CM White is just guessing but thinks it is only a couple thousand dollars to run the ice rink. He will talk to the water committee about coming up with a figure to calculate the per cost per gallon of water. Ruston asked if they could start metering the ice rink. Linda Laws stated that they could figure out if this metered and what the cost of water is for Town use. Ruston still feels that they need to find an unprocessed source of water if we are going to have an ice rink. Mayor Truett stated there is a chain link fence around the access to Hawkins Creek.

26. Approval of Work Session Minutes for meeting held March 15, 2018:

CM McKay motioned to approve the Work Session minutes for March 15, 2018, as prepared. CM Wangsgard seconded. All votes aye. Minutes were approved.

27. Approval of Town Council Minutes for meeting held March 15, 2018:

CM Ferre' motioned to approve the Town Council minutes for March 15, 2018, as prepared. CM McKay seconded. All votes aye. Minutes were approved.

24-Approval of Bills for February 2018:

CM Bill White motioned to approve the Bills for February, as prepared. CM Ferre' seconded. All votes aye. Bills were approved.

CM Bill White made a motion to adjourn the meeting. CM McKay seconded. All votes aye.  
**Meeting adjourned at 9:34 p.m.**



Beckki Endicott, Recorder

INTERLOCAL AGREEMENT  
BETWEEN  
OGDEN VALLEY PARKS SERVICE AREA  
AND  
HUNTSVILLE TOWN  
FOR  
PARK SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into as of the 17 day of April, 2018, to be effective as of January 1, 2019, by and between the Ogden Valley Parks Service Area, a local district and political subdivision of the State of Utah ("OVPSA"), and Huntsville Town, a municipality and subdivision of the State of Utah ("Huntsville"). OVPSA and Huntsville may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. The area in Weber County known as Ogden Valley is comprised of three small communities: Eden and Liberty, which are unincorporated, and Huntsville, an incorporated town. Historically, each community provided its own parks and recreation services. Eden was served by Eden Park Service District, Liberty was served by Weber County Service Area #5 (Liberty Park), and Huntsville was served by Huntsville Town.

B. Recently, the three communities concluded that it was in the best interest of residents of Ogden Valley for parks and recreation services, to at least some degree, to be provided to the Ogden Valley area by one service provider.

C. Weber County Service Area #3 (Liberty Park) changed its name to the Ogden Valley Park Service Area (OVPSA), and recently adjusted its common boundary with Eden Park Service District ("Eden Park") in order that OVPSA would effectively take over the entire service area of Eden Park, resulting in a "merger" of the two districts.

D. OVPSA recently approved a second boundary adjustment whereby properties located in the unincorporated areas of the Ogden Valley, which were not previously within the boundary of any parks and recreation district, were annexed into OVPSA. A legal description and map of OVPSA is included as Exhibit "B" hereto, and incorporated herein by reference.

E. Huntsville owns, operates, and maintains two public parks—the Main Park and the Aldous Cabin Park, both located at 7400 East and 200 South in Huntsville (the parks are jointly referred to herein as "Huntsville Park"). A legal description and map of Huntsville Park is included as Exhibit "B" hereto, and incorporated herein by reference.

F. OVPSA and Huntsville have now concluded that it is in the best interest of the residents of OVPSA and Huntsville to jointly cooperate in the operation and maintenance of Huntsville Park, with Huntsville maintaining ownership of Huntsville Park.

G. Pursuant to the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.* (the "Interlocal Cooperation Act"), OVPSA and Huntsville are authorized to enter into this Agreement pursuant to which OVPSA may share funding and jointly cooperate in the operation and maintenance of Huntsville Park.

H. The Parties desire to enter into this Agreement to describe and delineate the scope of their mutual cooperation and to commit to funding and service levels for the benefit of both Parties.

#### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the nature and scope of the cooperative action undertaken by the Parties by describing and delineating each Party's obligations in regards to operation, maintenance, and funding of Huntsville Park.

2. Ownership of Huntsville Park. Huntsville Park will not be conveyed by Huntsville to OVPSA, and at all times relevant herein, Huntsville will maintain ownership of Huntsville Park.

3. Repair and Maintenance of Huntsville Park. OVPSA is responsible for repair and maintenance of Huntsville Park, and to keep Huntsville Park in good, operating condition. The services provided by OVPSA pursuant to this Agreement may be referred to herein as "the Services."

A. The Services OVPSA provides to Huntsville Park shall be the same services OVPSA provides to other parks located within the OVPSA Service Area boundaries.

B. OVPSA shall not be responsible for the following:

- i. Surrounding recreation trails (Weber County Pathways)
- ii. Town sidewalks or other services required to be provided by Huntsville Town by state or local statute.

4. Operation. The operation of Huntsville Park shall be substantially similar to other parks within the OVPSA Service Area boundaries and shall be governed by Article IV of the OVPSA bylaws and any rules promulgated pursuant to those bylaws, with the following exceptions:

A. Huntsville Town shall at all times have a member on the OVPSA Board of Trustees appointed by the Town.



5. Funding. Huntsville shall compensate OVPSA for performing its obligations under this Agreement. Huntsville shall contribute to OVPSA an amount of money equal to the value of taxes that would be collected within the boundaries of Huntsville if Huntsville were located wholly within the boundaries of OVPSA (the "Service Fee"). The parties shall coordinate as necessary with Weber County in calculating the Service Fee and the Service Fee shall be paid to OVPSA in one annual installment, to be paid no later than February 28<sup>th</sup> of each year.

6. OVPSA's Duties Generally. OVPSA shall provide the Services in a professional, reasonable, and responsive manner in compliance with all applicable laws, ordinances, rules, and regulations (including but not limited to all applicable environmental and safety regulations), requirements, and standards of performance. Subject to the foregoing, the exact nature of how the Services are to be provided, the discipline of OVPSA personnel, and any other matters incidental to providing the Services shall remain with OVPSA. OVPSA agrees that its provision of the Services pursuant to this Agreement includes use of OVPSA personnel, equipment, buildings, supplies, assets, and support services necessary to provide such Services, as set forth herein. The Parties agree to cooperate with each other to bring costs in line with estimated budgeted amounts and available funds. OVPSA, at OVPSA's discretion, may choose to reduce Service levels in any year where it determines that budgeted funds are insufficient to provide higher levels of Service. In these instances, OVPSA shall, at a minimum, perform those of its Services that are necessary and related to protecting the health and safety of the public utilizing Huntsville Park.

7. Use of OVPSA Personnel; Independent Contractors. In performing the Services, OVPSA shall furnish and supply all necessary labor, supervision, equipment, communication facilities, uniforms, badges, and other items necessary and incident to the provision of the subject

Service. As provided herein, the Services shall be provided and supervised by OVPSA employees. OVPSA employees shall remain OVPSA employees for all legal purposes, including salary, rights, and benefits, and shall retain their respective seniority, merit status, and all other conditions of OVPSA employment. Except as specifically provided herein, Huntsville shall not have any obligation or liability for the payment of any salaries, wages, or other compensation to the persons providing Services hereunder. The relationship of OVPSA, and of any OVPSA employee, with Huntsville under this Agreement shall be that of an independent contractor. OVPSA has the entire responsibility to discharge all of the obligations of an independent contractor under federal, state, and local laws, including, but not limited to, those obligations relating to employee supervision, benefits and wages, taxes, unemployment compensation and insurance, social security, workers' compensation, and disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments, and contributions, and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between OVPSA and Huntsville, or OVPSA's employees, of employer and employee, partners, or joint venturers. Should Huntsville have any criticism, concern, or recommendation regarding any OVPSA employee, specifically or generally, Huntsville may raise it directly with the Chair of the Board of Trustees of OVPSA. OVPSA shall diligently and appropriately address any issue raised by Huntsville.

8. Effective Date and Term. This Agreement shall be effective upon the last of the following events to occur (but with retroactive application to the date stated in paragraph 1 above, if that date is earlier): (i) approval of the Agreement as provided in the Utah Code Ann. § 11-13-202.5(1) and (2) by resolution of the governing body of each Party, (ii) delivery of the Agreement to an attorney representing each Party for review as to proper form and compliance

with applicable law, and (iii) the filing of the signed Agreement with the keeper of records of each of the Parties, and shall continue in full force and effect until December 31, 2028, provided, however, that this Agreement may be renewed by the District for additional ten (10) year terms if both Parties agree to renew the Agreement provided, unless the Parties agree to waive notice, that Huntsville gives OVPSA at least three (3) month's advance written notice of its desire to renew, and further provided that under no circumstance shall the term, including renewals, exceed 50 years. References to the "term" of this Agreement shall include the renewal periods, if any. Either Party may terminate the Agreement, effective on December 31 of any year during the term of this Agreement, upon ninety (90) days' written notice to the other Party. Otherwise, any other early termination must be made upon such terms as are mutually agreeable to the Parties.

9. Communications and Notices. For purposes of communicating and maintaining ongoing contract management, written notices may be provided to the Parties at the following addresses and contact persons, or to such other address or to such other contact person as shall be specified in any notice given:

OVPSA: Ogden Valley Parks Service Area  
PO Box 34  
Eden, UT 84310

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to Fabian VanCott  
Attn: Rachel S. Anderson  
215 South State Street, Suite 1200  
Salt Lake City, UT 84111  
E-Mail: randerson@fabianvancott.com

HUNTSVILLE: Huntsville Town  
PO Box 267  
Huntsville, UT  
84317

With a copy to

Huntsville Town Attorney

PO Box 267

Huntsville, Utah

84317

A written notice shall be effective immediately upon delivery as noted above or on the third business day after deposit in the United States mail, first class postage pre-paid, addressed as stated above.

10. Liability/Insurance.

- A. *Governmental Immunity Act.* OVPSA and Huntsville are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101, *et seq.* the ("Governmental Immunity Act"). Consistent with the terms of the Governmental Immunity Act, as provided therein, it is mutually agreed that each Party is responsible for its own wrongful or negligent acts which are committed by its agents, officials, or employees. Neither Party waives any defense otherwise available under the Governmental Immunity Act nor does either Party waive any limit of liability currently provided by the Governmental Immunity Act. Each Party agrees to notify the other of the receipt of any notice of claim under the Governmental Immunity Act for which one Party may have an obligation to defend, indemnify, and hold harmless the other Party within thirty (30) days of receiving the notice of claim. The Parties also agree to notify each other of any summons and/or complaint served upon the said

Party, if the other Party may have an obligation to defend, indemnify, and hold harmless the first Party, at least ten (10) days before an answer or other response to the summons and/or complaint may be due.

- B. *Mutual Indemnifications.* OVPSA shall defend, indemnify, save and hold harmless Huntsville including, without limitation, its elected and appointed officers, and its employees and consultants, from and against any and all demands, liabilities, claims, damages, actions, and/or proceedings in law or equity, including reasonable attorney's fees and costs of suit, relating to or arising from OVPSA providing Services to Huntsville except for such demands, liabilities, claims, damages, actions or proceedings as may result from the negligence or misconduct of Huntsville, its elected or appointed officers or employees. Similarly, Huntsville shall defend, indemnify, save and hold harmless OVPSA including, without limitation, its elected and appointed officers, and employees, from and against demands, liabilities, claims, damages, actions, and/or proceedings in law or equity, including reasonable attorney's fees and costs of suit, relating to or arising from actions of Huntsville's agents, officers or employees, except such demands, liabilities, claims, damages, actions or proceedings as may result from the negligence or misconduct of OVPSA, its elected or appointed officers or employees.
- C. *Insurance.* Each Party shall be responsible for insuring all of its employees, assets, and activities including, but not limited to,

comprehensive all risk insurance, commercial general liability insurance, workers' compensation insurance, motor vehicle liability coverage for owned and non-owned vehicles, umbrella liability insurance, and, in the case of Huntsville, real property insurance in such amounts as may be prudent or legally required to protect against any and every risk, loss, cost, damage, and/or liability respecting any matter related to this Agreement.

11. Interlocal Cooperation Act. The Parties enter into this Agreement pursuant to the Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Cooperation Act, the Parties agree as follows:

- A. The Parties do not, nor intend to, create an interlocal entity by this Agreement.
- B. Each Party has submitted this Agreement to an attorney authorized to represent the said Party for review as to proper form and compliance with applicable law.
- C. The duration of this Agreement is as set forth in Section 9 above.
- D. The cooperative action provided for in this Agreement shall be funded and budgeted for as provided in Section 5 above. Otherwise, no joint budget shall be established or maintained.
- E. Any or all of the Services which are the subjects of this Agreement may be terminated or removed from this Agreement as provided in Section 9 above.
- F. Each Party will acquire, hold, and dispose of its own real and personal property and no real or personal property will be acquired, held or

disposed of, or used in the joint or cooperative undertaking, except as otherwise expressly described herein.

- G. To the extent necessary to administer the cooperative undertaking set forth in this Agreement, the Chair of the Board of Trustees of OVPSA shall have the full authority and responsibility to administer the cooperative undertaking on behalf of OVPSA, and the Chair of the Town Council of Huntsville shall have the full authority and responsibility to administer the cooperative undertaking on behalf of the County. Although it is not anticipated that voting will be required, to the extent that voting is required, voting shall be on the basis of one vote per Party, and not weighted.
- H. Since this Agreement cannot take effect under the Interlocal Cooperation Act until it is approved, signed, and filed with the keeper of records of each of the Parties, each Party agrees, immediately upon approval and execution of this Agreement, to file the signed Agreement with the keeper of records of the said Party.
- I. Notwithstanding anything herein to the contrary, in the event that this Agreement does not satisfy any requirement of the Interlocal Cooperation Act, which failure would cause this Agreement to fail to be effective under the Interlocal Cooperation Act, this Agreement shall nevertheless be fully binding upon and enforceable by the Parties pursuant to law outside of the application of the Interlocal Cooperation Act.

12. Applicable Law. The provisions of this Agreement shall be governed by and be construed in accordance with the laws of the state of Utah.

13. Integration. Except as otherwise provided herein, this Agreement constitutes the entire agreement between the Parties regarding those subjects that are the subject matter of this Agreement, and this Agreement supersedes all prior agreements and understandings between the Parties pertaining thereto.

14. Waiver. No failure by either Party to insist upon strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of any other covenant, agreement, term, or condition of this Agreement. Either Party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any condition to its obligations hereunder, or any duty, obligation or covenant of the other Party. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

15. Amendment. The Parties may amend this Agreement in a writing duly signed by both Parties.

16. No Agency. Agents, employees, or representatives of either Party shall not be deemed to be agents, employees, or representatives of the other Party.

17. Rights and Remedies. The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the rights or remedies provided in this Agreement shall not preclude the exercise of any other right or remedy.



18. Titles and Captions. All paragraph and subparagraph titles and captions herein are for convenience only. Such titles and captions shall not be deemed to be part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

19. Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine, or neuter form, and the singular form of nouns, pronouns, and verbs shall include the plurals, and vice versa.

20. Claims and Disputes. In the event of a dispute between the Parties regarding a Service, the Parties agree (without limiting any and all other legal and equitable remedies) that a representative of OVPSA will meet as soon as practical with a representative of Huntsville to discuss and attempt to resolve such dispute. If a resolution is not forthcoming, then the aggrieved party may file a discrepancy report with the OVPSA Board Chair or the Chair of the Huntsville Town Council, as the case may be. The discrepancy report shall be in writing and shall contain a detailed description of the dispute and the aggrieved Party's proposed resolution of the dispute. The other Party (i.e., the Party receiving the discrepancy report) shall then have ten (10) days to notify the aggrieved Party in writing of its agreement or disagreement with the proposed solution of the dispute described in the discrepancy report. Claims, disputes, and other issues between the Parties arising out of or related to this Agreement which cannot otherwise be resolved by the Parties shall be decided by litigation in the Second Judicial District Court of Weber County, Utah. Unless the provision of any or all of the Services which are the subject of this Agreement is otherwise terminated pursuant to the provisions hereof or as otherwise agreed to by the Parties in writing, during litigation of any such dispute OVPSA shall continue to provide Services and

Huntsville shall continue to provide funding to OVPSA for Services actually provided in accordance with the terms of this Agreement.

21. Severability. In the event that any condition, covenant, or other provision hereof is held to be invalid, void, or unenforceable, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant, condition, or other provision herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

22. Time. Time is the essence hereof.

23. Survival. All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

24. Litigation Expenses. If any action, suit, or proceeding is brought by either Party with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing Party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing Party.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have subscribed their names hereon and caused this Agreement to be duly executed effective as provided in Section 9 hereof.

[Signatures appear on next page.]

OGDEN VALLEY PARKS SERVICE  
AREA

HUNTSVILLE TOWN

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

By: [Signature]

Its: \_\_\_\_\_

Its: Mayor

Date: \_\_\_\_\_

Date: April 19~~th~~ 2018

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

\_\_\_\_\_  
Attorney representing OVPSA

[Signature]  
Huntsville Town Attorney

4817-0144-0887, v. 1

EXHIBIT A  
Property Description

**TABLE OF CONTENTS**  
**BYLAWS**  
**OVPSA SERVICE AREA**

ARTICLE I - NAME, ORGANIZATION, PURPOSES, PRINCIPAL OFFICE	1
1.1 NAME; ORGANIZATION	1
1.1.1 <u>Name</u>	1
1.1.2 <u>Organization</u>	1
1.1.3 <u>Nature of District</u>	1
1.2 PUBLIC PURPOSE	1
1.3 PRINCIPAL OFFICE	1
ARTICLE II - TRUSTEES	
2.1 BOARD OF TRUSTEES	2
2.2 QUALIFICATIONS FOR TRUSTEES	2
2.2.1 <u>Election</u>	2
2.2.2 <u>Fidelity Bond</u>	2
2.2.3 <u>Oath of Office</u>	2
2.3 TERM OF OFFICE	2
2.4 POWERS AND DUTIES	2
2.5 MEETINGS	2
2.5.1 <u>Location of Meetings</u>	2
2.6 QUORUM	2
	3
ARTICLE III - OFFICERS	
3.1 PRINCIPAL OFFICERS	3
3.2 QUALIFICATIONS; ELECTION AND TERM OF OFFICE	3
3.2.1 <u>Selection</u>	3
3.2.2 <u>Term</u>	3
3.3 DUTIES OF OFFICERS	3
3.3.1 <u>Chair</u>	4
3.3.2 <u>Vice Chair</u>	4
3.3.3 <u>Secretary</u>	4
3.3.3.1 <u>Assistant Secretarys</u>	4
3.3.4 <u>Treasurer</u>	4
3.3.5 <u>Records Officer</u> .....	4
3.3.6 <u>Other Officers/Duties</u> .....	5
3.4 RESIGNATION	5
3.5 REMOVAL OF OFFICERS	5
	5
ARTICLE IV - POLICIES AND PROCEDURES	6

4.1	POLICIES OF OGDEN VALLEY	6
4.1.1	<u>Formal Rules and Regulations</u>	6
4.1.2	<u>Informal Rules and Regulations</u>	6
4.1.3	<u>Amendments</u>	6
4.1.4	<u>Prohibited Acts</u>	6
4.1.5	<u>Enforcement</u>	6
4.2	MANAGEMENT OF OVPSA.....7	6
4.2.1	<u>Committees</u> .....7	7
4.2.1.1	<u>Responsibilities of Committees</u> .....7	7
ARTICLE V - SEAL		
5.1	SEAL	7
ARTICLE VI - CODE PROVISIONS		
6.1	EFFECT OF LAW	7
6.1.1	<u>Higher Law to Supplement</u>	7
6.1.2	<u>Higher Law to Control</u>	7
ARTICLE VII - AMENDMENTS TO BYLAWS		
7.1	AMENDMENTS BY BOARD	8
		8

**BYLAWS  
OVPSA SERVICE AREA**

**ARTICLE  
NAME, ORGANIZATION, PURPOSES, PRINCIPAL OFFICE**

**NAME; ORGANIZATION**

Name. The name of this local district is the Ogden Valley Parks Service Area, hereafter "OVPSA."

Organization. OVPSA was originally organized as a service area in August, 1982, as Weber County Service Area 5-Liberty Park, pursuant to the provisions of Utah Code Ann. § 17-29-27. On June 22, 2017, pursuant to action by its board under Utah Code Ann. § 17-1-105, Weber County Service Area 5-Liberty Park changed its name to OVPSA Service Area. On June 22, 2017, the Eden Park Service Area (hereafter "Eden Park") and OVPSA Boards adopted a resolution to make a boundary adjustment, pursuant to Utah Code Ann. § 17B-1-417, whereby OVPSA would assume the area of Eden Park, except for one parcel. On July 13, 2017, Eden Park and OVPSA, pursuant to Utah Code Ann. §§ 17B-1-417(4), (5), and (6), following a public hearing, both Boards adopted a resolution approving the boundary adjustment, which boundary adjustment was approved by the Lieutenant Governor's office on \_\_\_\_\_, 2017.

Nature of District. OVPSA is a political subdivision of the State of Utah and a body corporate and politic with all the powers of a quasi-municipal public corporation. A map and legal description of OVPSA is incorporated herein and is attached as Exhibit A.

**PUBLIC PURPOSE**

The purpose of OVPSA, as stated in Section 17B2a903(1)(b), Utah Code Ann., 1953, as amended, is to "provide park, recreation, or parkway services, or any combination of those services"; and to exercise all powers conferred upon districts by law.

**PRINCIPAL OFFICE**

OVPSA's office and principal place of business shall be located at 2415 North Highway 166, Eden, Utah, until changed pursuant to Board action.

**ARTICLE  
TRUSTEES**

**BOARD OF TRUSTEES**

OVPSA is governed by a Board of Trustees, the "Board," consisting of 9 members, as authorized by Section 17B-2a-905 and Title 17B, Chapter 1, Part 3, Utah Code Ann., 1953, as amended. The Board may delegate to officers, employees and hired professionals (such as legal counsel, auditors, and architects) any or all executive, administrative, managerial and ministerial powers as permitted by law.

#### QUALIFICATIONS FOR TRUSTEES

Appointment. Trustees are appointed by the Weber County Commissioners pursuant to Utah state law. Should OVPSA enter into an interlocal agreement with Huntsville Town then, pursuant to that agreement, one member of the Board shall be provided by Huntsville Town. The Board may initiate procedures to change such that Trustees are elected as provided in Utah State Law.

Fidelity Bond. A corporate surety bond, issued by an admitted carrier in Utah as approved by the Board is to be furnished for each Trustee as required by Utah Code Ann. § 17B-1-303(7) at the expense of OVPSA, in such amount as specified by the Board, for the faithful performance of the Trustee's duties.

Oath of Office. Prior to assuming official duties, each Trustee is to take and subscribe, before an officer authorized to administer oaths, to an oath as required by Utah Code Ann. § 17B-1-303(3).

#### TERM OF OFFICE

The term of each member of the Board of Trustees is four years, as provided in Utah Code Ann. § 17B-1-303(2), and until the member's successor is appointed or elected and has qualified. A Trustee appointed to fill a vacancy pursuant to Utah Code Ann. §§ 17B-1-303(5) and 20A-1-512 will serve the unexpired portion of the term of the Trustee being replaced. The term of a person appointed or elected to serve on the Board, subject to the above, commences on January 1 following the election or appointment unless otherwise specified.

#### POWERS AND DUTIES

The Board of Trustees has all powers necessary for the administration of the affairs and operation of the properties of OVPSA.

#### MEETINGS

Regular, special and emergency meetings of the Board of Trustees may be held in accordance with the Open and Public Meetings Act, Utah Code Ann. §§ 52-4-1, *et seq.*, and policies and procedures established by the Board.



Location of Meetings. Regular meetings will be held at Eden Park Bowery, 2100 North 5600 E, Eden, UT or at any other location within the boundaries of OVPSA as designated by the Board. In the case of special meetings, the Board Chair may designate a place other than the regular meeting place provided that such place is within the boundaries of Weber County, Utah and, preferably, within the boundaries of OVPSA, and is open to the public as required by the Open and Public Meetings Act.

## QUORUM

At all meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business and, unless a greater majority is otherwise required, the acts of a majority of the Trustees present at a meeting shall be the acts of the Board of Trustees. If, at any meeting of the Board of Trustees, there should be less than a quorum present, the meeting shall be adjourned until such time as a quorum is present. The Chair or other person conducting the meeting shall have the right to make motions, second motions made by another Trustee, and discuss and vote on any and all motions on the floor.

## ARTICLE OFFICERS

### PRINCIPAL OFFICERS

The principal officers of OVPSA shall consist of a Board Chair, a Vice Chair, a Secretary, a Treasurer and such other officers as the Board shall from time to time establish.

### QUALIFICATIONS; ELECTION AND TERM OF OFFICE

Selection. At the first regularly scheduled meeting of the Board in each calendar year, or as soon thereafter as is practical, the Board shall choose one of its members as Board Chair and shall choose another of its members as Board Vice Chair. A Board member may also be elected as the Secretary of OVPSA, or someone who is not a member of the Board may be selected for that position. The Board shall also appoint a Treasurer of OVPSA and such other officers as approved by the Board. The Chairman may not serve either as Treasurer or Secretary and the Secretary may not also serve as Treasurer, and a person may not perform both statutory Secretary and statutory Treasurer duties. Subject to those limitations, and except as otherwise provided by law, one person may hold more than one office. The Secretary and the Treasurer may, but need not be, members of the Board.

Term. The officers shall serve until their replacements are elected or appointed.

## DUTIES OF OFFICERS

Chair. The Chair shall, when present, preside at all meetings of the Board of Trustees. Except as otherwise authorized by motion or resolution, the Chair is authorized to sign all approved contracts, deeds, notes, debentures, warrants, resolutions and other instruments on behalf of OVPSA. Such documents may also be attested by one other member of the Board.

Vice Chair. The Vice Chair shall chair meetings of the Board of Trustees and otherwise act in the place of the Chair when the Chair is absent. In the case of a vacancy in the office of Chair, the Vice Chair shall serve as Chair until such time as the Board shall select a new Chair.

Secretary. The Secretary (or other appointed person) shall attend all Board meetings and keep a record of the proceedings. The Secretary or other designated person not performing Treasurer duties will maintain the financial records for each fund of OVPSA and all related subsidiary records, including maintenance of a list of outstanding bonds, their purpose, amount, terms, date, and place payable. The Secretary shall provide notice of and other duties respecting Trustee elections, be the custodian of the seal of OVPSA (if there is one) and perform such other duties as may be required by law or directed by the Board or the Executive Director, with such assistance as may be appropriate. The Secretary, or other designated person not performing Treasurer duties, shall prepare all checks issued by OVPSA after having determined that the claim was properly authorized, does not over expend the appropriate departmental budget established by the Board, and the expenditure was approved in advance by the Board or a designee authorized by the Board. OVPSA' Secretary or other designated person shall prepare and present to the Board, not less frequently than quarterly, detailed financial reports showing the financial position and operations of OVPSA including, at a minimum, a report for the most recent quarter and the year to date status.

Assistant Secretaries. One or more Assistant Secretaries or Deputy Secretaries may be appointed to assist the Secretary and to carry out administrative and other functions of the Secretary.

Treasurer. The Treasurer shall have charge and custody of, and be responsible for, all funds received and disposed of by Ogden Valley from any source whatsoever and, in particular, shall be responsible for the lawful investment and safekeeping of District funds following the procedures and requirements of Utah Code Ann. Title 51, Chapter 7, the State Money Management Act. The Treasurer is to collect all special taxes and assessments as provided by law and keep an accurate, detailed account of all money payable to OVPSA, including all taxes, licenses, fines, and intergovernmental revenue, which is to be received by the

Treasurer within three business days after collection by OVPSA. The Treasurer is required to give or cause to be given to every person paying money to OVPSA a receipt or other evidence of payment specifying, as appropriate, the date of payment and upon which account paid, and is to file the duplicate of the receipt as required by law. The Treasurer and/or any other person authorized by the Board shall sign all checks provided, however, that the person maintaining the financial records of OVPSA may not sign any single signature check. Before signing any check, the Treasurer or other designated person shall first determine that a sufficient amount is on deposit in the appropriate District bank account to honor the check. The Treasurer shall promptly deposit all District funds in the appropriate bank accounts of OVPSA.

Records Officer. A Records Officer shall be appointed in furtherance of OVPSA's Records Access and Management Policy and the requirements of Utah Code Ann. Title 63G, Chapter 2, the Government Records Access and Management Act, serve as the custodian of Ogden Valley's records, and exercise such rights and perform such duties in the classification, preservation and oversight of District records as may be assigned to the Records Officer by law, by the Executive Director or by the Board.

Other Officers/Duties. There shall be such other officers and the officers shall perform such duties as determined by the Board.

#### RESIGNATION

Any officer may resign at any time by giving verbal or written notice to the Board. Any resignation shall take effect upon receipt of such notice or at any later time specified therein. Unless otherwise specified in the notice, acceptance of the resignation shall not be necessary to make it effective.

#### REMOVAL OF OFFICERS

Any officer elected by the Board may be removed by a majority vote of the Board of Trustees whenever, in the Board's judgment, the best interests of OVPSA would be served by such removal.

### ARTICLE POLICIES AND PROCEDURES

#### POLICIES OF OGDEN VALLEY

Formal Rules and Regulations. From time to time, the Board shall adopt rules and regulations for the governance and operation of OVPSA, which may, but

need not, be designated as policies and procedures. Rules and regulations may cover subjects included in these Bylaws and may be more detailed than these Bylaws provided, however, in the event of any conflict between these Bylaws and any rule or regulation of OVPSA that cannot otherwise be reconciled, these Bylaws shall control.

Informal Rules and Regulations. In addition to the formal rules and regulations of OVPSA, "informal," but nonetheless binding, rules and regulations and policies and procedures may be adopted by the Board or approved by the Executive Director where such authority has been specifically delegated by the Board. The informal rules and regulations shall be in writing in such form as the Board and/or the Executive Director, as appropriate, shall desire. In the event of a conflict between the informal rules and regulations and the formal rules and regulations adopted by the Board, the formal rules and regulations shall control unless declared otherwise by the Board of Trustees.

Amendments. All rules and regulations and other enactments of OVPSA may, from time to time, be amended by majority vote of the Board.

Prohibited Acts. Any District patron, customer or other person who violates any of OVPSA' rules and regulations (especially safety rules and regulations), or conducts himself or herself in such a manner as to endanger the person's own life or safety or that of anyone else, or who damages or conducts himself or herself in such a manner as to cause a risk of damage to OVPSA' property or private property belonging to any other person may, in the discretion of the Board, the Executive Director, or any authorized employee of OVPSA, be barred or prohibited from using any of OVPSA' facilities. This right to exclude any such person from use of OVPSA' facilities shall be in addition to any other rights or remedies OVPSA may have against the person.

Enforcement. The Executive Director of OVPSA is authorized to enforce all rules and regulations of OVPSA. The Executive Director may delegate to OVPSA staff, including but not limited to lifeguards, authority to enact and enforce rules concerning any immediate health or safety hazard as perceived by the staff member.

4.1.6 Distribution of Funds. Any fees, tax receipts, grants, or any other revenue derived from any source shall be disbursed as follows:

- a. Tax Receipts. Any receipts from property taxes for tax years 2018, 2019 and 2020, including contributions from Huntsville Town equal to the property tax of its residents for those tax years, shall be expended equally on all parks for the calendar years 2019, 2020 and 2021. Following that period, funds shall be

expended as determined by the Board, but in no event shall any park not have sufficient funds for its operation and maintenance.

- b. Fees. Any fees charged by a park for an event held at that park shall be dedicated to the use or improvement of that park, unless that event is held at more than one park, in which case the fees shall be shared equally by all parks used for the event.
- c. Grants. Any grants obtained for the specific use or improvement of a particular park shall be used for the improvement of that park.
- d. Other Revenue. Unless specified as a donation to a specific park, all other funds derived, from any source, shall be disbursed equally to all parks, subject to the discretion of the Board.

4.2.7 Charging of Fees. Any fees charged by any park in the OVPSA, including Huntsville Town, shall be equal for any person who is a property owner or resident within the boundaries of OVPSA, including Huntsville Town.

## 4.2 MANAGEMENT OF OVPSA

4.2.1 Committees. OVPSA Board may appoint, by a majority vote, individuals to serve on a Committee or Committees, consisting of any reasonable number of members, to manage the affairs of any park within its boundaries. Huntsville town shall have the authority to appoint its Committee, one half of which may be residents of Huntsville Town, and these appointments shall be accepted and ratified by the Board, unless the Board, in its reasonable discretion and pursuant to its fiduciary and statutory obligations under local, state and federal laws and regulations, objects to the appointment of any member, in which case the Board shall have final authority of appointment of any such individual.

4.2.1.1 Responsibilities of Committees. The Committees shall have the authority, subject to the Board, to perform the management activities of each park, generally including but not limited to: scheduling events, contracting for maintenance, requesting funds for capital improvements, and other such administrative duties as the Board shall designate from time to time and as permissible under State and Federal law.

4.2.1.2 Committees and OVPSA Board. Each Committee shall have one member of the Committee serving on the OVPSA Board. However no officer of the OVPSA Board may serve in the same or a similar position on any Committee organized pursuant to these bylaws.

## ARTICLE SEAL

SEAL

If the Board of Trustees has adopted a corporate seal, the imprint may be embossed hereon.

**ARTICLE  
CODE PROVISIONS**

**EFFECT OF LAW**

Higher Law to Supplement. OVPSA is subject to the requirements of federal law and of state law as reflected in applicable provisions of Title 17B and other applicable portions of the Utah Code regardless of whether the subject of those provisions is covered by these Bylaws or other enactments of OVPSA.

Higher Law to Control. In the event of a conflict between these Bylaws or any other enactment of OVPSA and an applicable provision of the United States Code or of the Utah Code, the Code provision shall control. Notwithstanding the foregoing, however, should the applicable federal or state statute provide that it is not to impact action previously taken then, to the extent permissible, these Bylaws or other District enactment shall continue to control.

**ARTICLE  
AMENDMENTS TO BYLAWS**

**7.1 AMENDMENTS BY BOARD**

Amendments to these Bylaws may be made by a two-thirds (2/3) majority vote at any meeting of the Board provided notice of the intent to amend the Bylaws shall have been given in the notice of the meeting.

Approved the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Chair

\_\_\_\_\_, Secretary

Proposed Budget for: **OVP/SA Parks**  
 for Calendar Year: **2025**

REVENUE	Huntsville	Eden Park	Liberty Park	OVP/SA
1.1 OVP/SA Allocation				
1.2 Property Tax Other(HV)	\$ 7,000.00			
1.3 Park Rental, Event Fees		\$7,000.00		
Other Revenue (Donations)				
Other Revenue (e.g., 4th of July Revenue)	\$ 20,000.00			
Weber County	\$ 11,000.00			
Sponsorships (Eden Ballcon Festival)		\$6,000		
R.A.M.F. - Eden Ballcon Festival		\$2,250		
R.A.M.F. - Arena Maintenance		\$2,750		
R.A.M.F. - Paint Boverly		\$2,388		
R.A.M.F. - Replace Boverly Carpet		\$18,500		
R.A.M.F. - Irrigation Main Branch		\$40,000		
R.A.M.F. - Boulderling Wall		\$30,000		
R.A.M.F. - Playground Shade Structure		\$7,500		
R.A.M.F. - Boverly Permanent Lighting				
<b>Total Income</b>	<b>\$ 38,000.00</b>	<b>\$106,838.00</b>	<b>\$ 36,990.39</b>	<b>\$ -</b>

EXPENSES	Huntsville	Eden Park	Liberty Park	OVP/SA
2.1 Park Management	\$16,000.00	\$6,000.00	\$3,500.00	
2.2 Grounds Care	\$32,500.00	\$35,000.00	\$13,070.79	Maintenance
Equipment & Supplies	\$7,000.00	\$1,000.00		
General Operating Expense (Utilities, W/F, etc)	\$ 9,000.00	\$5,000.00	\$1,991.94	
Utilities		\$360.00	\$35.00	
W/F			\$4,990.00	
Park Improvements		\$2,800.00		
Garbage				
Insurance		\$300.00		
W/shorting/Tool		\$3,000.00		
Park/Restoration Management Tools				
Repair and Maintenance		\$10,000.00	\$12,430.89	Tree Removal
Playground Chips	\$5,000.00			
TREE REMOVAL (B * \$4000)	\$12,000.00			
PLAYGROUND SLIPS (B SLIDES)	\$2,000.00			
BATHROOM REPAIRS (BEST) BOILER ETC)	\$1,500.00			
BRANDFIELD REPAIRS (BAST)	\$1,000.00			
Irrigation main line		\$37,000		
Outdoor bathroom cement repair		\$4,150		
Replace Boverly carpet		\$4,775		
Paint inside bovery		\$5,400		
Other Equipment (e.g., 4th of July)	\$20,000.00	\$12,000.00	\$18,314.54	4th of July
Recreation Operations		\$4,500.00		
Arena Maintenance		\$2,500.00		
Portable Toilet Rentals		\$6,500.00		
Operating Budget Contingency (10%)				
Capital Improvements		\$80,000.00		
Climbing Boulders		\$30,000.00	\$1,400.00	Christmas Light Replacement
Playground shade structure		\$15,000.00		
Bovery permanent lighting				
<b>Total Expenses</b>	<b>\$103,000.00</b>	<b>\$255,282.00</b>	<b>\$63,073.16</b>	<b>\$31,200.00</b>

Revenues Minus Expenses \$ (65,000.00) 22.8% \$ (116,447.00) 56.4% \$ (26,082.77) 13.9% \$ (238,528.77) 57.3%

Eden Park - Tax Assessed Allocation 1.71 %

**Huntsville Tax Allocation**

Weber County collected Parks Tax  
 Weber County distributes these funds to Huntsville  
 Huntsville is to remit these funds to OVP/SA  
 Huntsville submits their budget to OVP/SA  
 OVP/SA approves  
 OVP/SA distributes funds to Huntsville

**Budget** \$452,598.16  
**Expected** 220,000.00  
**Impact to Retainage** \$ (232,598.16)  
**Budgeted Income** \$ 181,828.89  
**Total Potential Real** \$ (50,729.77) -23.1%