

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING
Thursday, February 5, 2026, 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
Jim Truett	Council Member	Present
William Morris	Legal Counsel	Excused
Nikki Wolthuis	Clerk	Present
Beckki Endicott	Clerk	Present

Citizens: Liz Poulter, Jeff Keeney, Cathy Stoker, Carol Stoker, Will Vandertoolen, Blake Bingham, Lt. Jeffries, Mark Anderson- Zion's Bank,

Zoom: TCM Jim Truett

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

2-Pledge of Allegiance led by: Mark Anderson

3-Opening Ceremony given by: Lewis Johnson

4-Public Comments: No comments.

5-.Sheriff's Report.

There were 46 incidents throughout January. A storage shed was broken into and the suspects were arrested. Unfortunately no property was recovered. TC members wanted to know if the car theft was caught on the Flock cameras. Lt. Jeffries would research it and get back with them. The TC discussed whether they could get more cameras in Town.

TCM Sandy Hunter motioned to close the regular meeting and open the public hearing. TCM Ahlstrom seconded the motion. All votes ayes. Motion passed.

PUBLIC HEARING (See Attachment #1)

Public Hearing to receive input from the public with respect to (i) the issuance of the Series 2026 Bonds and (ii) any potential economic impact that the project to be financed with the proceeds of the Series 2026 Bonds may have on the private sector.

Mark Anderson from Zion's Bank explained that the Division of Drinking Water required a public hearing so residents had the opportunity to speak about the bond. He stated that the bond

seemed to have broad community support. He thanked the Town for the kind comments towards Zion's Bank and praised Scott Anderson, a part-time Huntsville resident, as being the best of Zion's Bank.

There were no public comments.

TCM Ahlstrom motioned to close the Public Hearing and open the regular meeting. TCM Sandy Hunter seconded the motion. All votes ayes. Motion passed.

6. Discussion and/or action on approval of Minutes for Town Council Meeting January 22, 2026 (See Attachment #2)

TCM Hunter wanted to add to the Half Marathon discussion on #8 that the race was also on 100 S.

TCM Sandy Hunter motioned to approve the Minutes for Town Council Meeting January 22, 2026. TCM Ahlstrom seconded the motion. All votes Ayes. Motion passed.

7. Discussion and/or action on approval of contributions to the Pineview Loop Pathway Project (See Attachment #3)

Alan Wheelwright introduced himself as the executive director of Eden Valley Trails, a nonprofit organization in Ogden Valley. He explained some of the projects they had recently done including building a new trail at Snowbasin that hundreds of high school mountain bikers would be able to race on in the coming year.

They had plans to extend the Pineview Pathway all the way around the reservoir. Currently the priorities were to get the Winter's Grove bridge installed and to fix the North Arm Trail. To raise funds they planned on applying for an Outdoor Recreation grant. The grant would only cover 50% of the engineering. If they could get the engineering on the bridge done then they could get others on board to complete it. They needed to match the grant funds at 50%. Ogden Valley City was pledging some Prop 1 funds. He Asked Town Councilmembers for a money pledge from Huntsville Town to support the project. The TC wasn't sure what money was available and wanted to talk to the treasurer before they pledged any money. The TC spoke about putting in on the next agenda.

8. Discussion and/or action on approval of up to \$5,500 for fireworks for Huntsville's 4th of July Celebration.(See Attachment #4)

Mayor Sorensen explained that the Clappertons, former Huntsville residents, were willing to do the fireworks again this year. He noticed that every year the Town had been given less and less fireworks with their purchase. He recommended paying the higher of the two bids to get the most shells possible. TCM Johnson explained that he and Ray Tidwell were the ones who originally put on the firework show in the 1970s. He feels like things have changed over the years from the whole town enjoying one big show at the park to now where people put on their own shows. It can be distracting when they're done at the same time. He wondered if they could ask the people putting on big shows at their homes to

contribute to the town display instead. TCM Truett wondered if the Town could make a rule or resolution asking town residents to contribute to the Town show rather than do their own shows.

Mayor Sorensen motioned to approve up to \$5,500 for fireworks for Huntsville's 4th of July Celebration. TCM Sandy Hunter seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 4-1.

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

9. Discussion and/or action on approval of up to \$2,000 for Huntsville Town Welcome Sign Repair (See Attachment #5)

Blade and Burnish company had a bid for replacement or fixing the Huntsville Town welcome sign. Town councilmembers spoke in favor of having the Huntsville sign fixed. They discussed getting bids for other signs in town that needed refreshing.

TCM Truett motioned to approve up to \$2,000 for Huntsville Town Welcome Sign repair. Mayor Sorensen 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 Sandy Hunter	X			
CM Lewis Johnson	X			
CM Jim Truett	X			

10. Discussion and/or action on approval of Resolution 2026-2-5 Contract for Transmission Line Work (See attachment #6)

Beckki explained that Huntsville Town's engineer is ready to begin the design process for the replacement of the water line on 1800 S. Before he can do that they need to approve the contract for the work. Mayor Sorensen explained that there were 5 who submitted bids and 3 of those were qualified, It came down to choosing the best price and that was Sunrise Engineering.

Mayor Sorensen motioned to approve Resolution 2026-2-5 Contract for Transmission Line Work. TCM Johnson seconded the motion. Roll Call Vote. Votes reflected below. Motion passed 5-0.

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

11. Discussion and/or action on approval of Ordinance 2025-7-23 RC Zone (See attachment #7)

Mayor Sorensen explained that Powder Mountain had removed their petition to rezone. They were planning on creating a development agreement with Huntsville Town. Powder Mountain had tried to address complaints that were made by citizens about the activities on their property. Beckki and others appreciated the work that the PC had done on the RC zone. Powder Mountain had used the RC Zone changes in their development agreement.

Blake Bingham, citizen, wondered if they could do an overlay zone coupled with the development agreement? TCM Sandy Hunter explained that per Huntsville Town code, overlay zones are only allowed in the C-1 Zone. They would either have to change the ordinance and allow overlay zones in the R-1 zone or Powder Mountain could rezone to C-1. Neither option was ideal.

Beckki stated that they should invite public comment on the RC Zone changes. She also suggested they invite the PC to a work session. They could find examples elsewhere to study before the meeting.

Mayor Sorensen motioned to table Ordinance 2025-7-23 RC Zone with a Work Session at 4:30 on March 5th. TCM Johnson seconded the motion. All votes Ayes. Motion passed.

Department Updates

Mayor Richard Sorensen- They met with Powder Mt. earlier in the day to discuss a development agreement.

Councilmember Bruce Ahlstrom- Cert training meetings are on Thursday evenings in the next several weeks.

Fay Michelony from the DUP had been in contact with the State Historical Society. They would be visiting the cabin to offer advice.

Councilmember Sandy Hunter- She attended a Forest Service Meeting about what's going on around Pineview Reservoir. With Port Ramp being closed they are looking at limiting the amount of boats on the lake, so the other ramps are not overloaded.

Councilmember Lewis Johnson- No updates.

Councilmember Jim Truett- The playground equipment repair would be done in the spring. The Alpha Romero Car Club wanted to use Huntsville Park on September 26th. They were filling

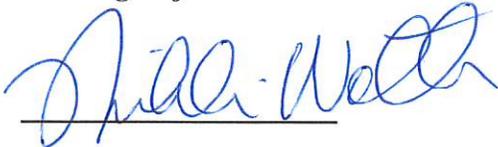
out a Special Event form and would be on a future agenda. The Huntsville Marathon was canceled this year.

He suggested getting a count of how many cars were going through Cemetery Point so they could understand the impact on the Town's road.

TCM Sandy Hunter motioned to approve the January 2026 bills. TCM Ahlstrom seconded the motion. All votes ayes. Motion passed.

Mayor Sorensen motioned to adjourn the meeting. There were no objections.

Meeting adjourned at 7:34 PM



Nikki Wolthuis, Deputy Clerk

Huntsville Town, Utah

February 5, 2026

The Town Council (the "Council") of Huntsville Town, Utah, (the "Issuer") met in regular public session at the regular meeting place of the Council in Huntsville, Utah, on Thursday, February 5, 2026, at the hour of 6:00 p.m., with the following members of the Council being present:

Richard Sorensen	Mayor
Bruce Ahlstrom	Councilmember
Sandy Hunter	Councilmember
Lewis Johnson	Councilmember
James Truett	Councilmember

Also present:

Beckki Endicott	Town Clerk
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Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the Town Clerk presented to the Council a Certificate of Compliance with Open Meetings Law with respect to this February 5, 2026, meeting was presented, a copy of which is attached hereto as Exhibit A.

The Town Clerk noted that pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, a notice of public hearing with respect to the issuance of the Issuer's proposed Water Revenue Bonds, Series 2026 (the "Series 2026 Bonds"), in the principal amount of not to exceed \$1,900,000 was (a) posted as a Class A notice under Section 63G-30-102 Utah Code Annotated 1953, as amended (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the Issuer's official website, and (iii) in a public location within the principal offices of the Issuer that is reasonably likely to be seen by residents of the Issuer, and (b) published in accordance with Section 45-1-101, Utah Code Annotated 1953, as amended, not less than fourteen (14) days prior to this hearing. The hearing was then opened to all members of the public desiring to give input with respect to the issuance by the Issuer of the Series 2026 Bonds.

After all members of the public desiring to give input, with respect to the issuance by the Issuer of its Series 2026 Bonds, had provided such input, the public hearing was closed.

This February 5, 2026.



Robert L. Jensen

Mayor

ATTEST:

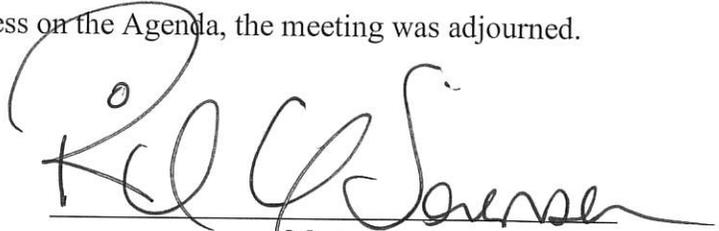
Berikki Endicott

Town Clerk

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.





Mayor

ATTEST:



Town Clerk

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

I, Beckki Endicott, the duly appointed and qualified Town Clerk of Huntsville Town, Utah (the “Issuer”) do hereby certify according to the records of the Town Council of the Issuer (the “Council”) in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the Council held on February 5, 2026, and that said minutes are officially of record in my possession.

I further certify that a Notice of Public Hearing and Bonds to be Issued (a) was posted (i) on the Utah Public Meeting Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the Issuer’s official website, and (iii) in a public location within the principal offices of the Issuer that was reasonably likely to be seen by residents of the Issuer, as amended, and (b) was published in accordance with Section 45-1-101, Utah Code Annotated 1953, as amended, no less than 14 days prior to the public hearing held on February 5, 2026.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of Huntsville Town, Utah, this February 5, 2026.



(SEAL)

Beckki Endicott

Town Clerk

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Beckki Endicott, the undersigned Town Clerk of Huntsville Town, Utah (the "Issuer"), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Town Council of the Issuer (the "Council") on February 5, 2026, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by causing the Notice, in the form attached hereto as Schedule 1

(a) To be posted at the Issuer's principal offices at least twenty-four (24) hours prior to the convening of the meeting;

(b) To be posted on the Issuer's official website at least twenty-four (24) hours prior to the convening of the meeting; and

(c) To be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2026 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the Council to be held during the year, by causing said Notice to be published at least annually (a) on the Utah Public Notice Website, (b) on the Issuer's official website, and (c) in a public location within the principal offices of the Issuer that is reasonably likely to be seen by residents of the Issuer.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the Issuer this February 5, 2026.

(SEAL)



By: Beckki Endicott
Town Clerk

SCHEDULE 1

NOTICE OF MEETING



**HUNTSVILLE TOWN COUNCIL MEETING
AND PUBLIC HEARING
Thursday, February 5, 2026,
Huntsville Town Hall, 7474 E. 200 S. 6:00 p.m.**

Notice is hereby given that the Huntsville Town Council will hold a Town Council Meeting on Thursday, February 5, 2026, at the Huntsville Town Hall 7474 E. 200 S. This is a public meeting, and the public is welcome to attend. A zoom link is available for participation. Please see www.huntsvilleutah.gov for link.

Mailing Address
P.O. Box 267
Huntsville, UT 84317

Phone
801-745-3420

Web
www.huntsvilleutah.gov

REGULAR SESSION

1. Welcome – Mayor Richard Sorensen
2. Pledge of Allegiance – by invitation
3. Opening Ceremony – Lewis Johnson
4. Public Comments: Residents will be allotted three (3) minutes.
5. Sheriff Report

PUBLIC HEARING

Public Hearing to receive input from the public with respect to (i) the issuance of the Series 2026 Bonds and (ii) any potential economic impact that the project to be financed with the proceeds of the Series 2026 Bonds may have on the private sector.

ACTION ITEMS:

6. Discussion and/or action on approval of Minutes for Town Council Meeting January 22, 2026
7. Discussion and/or action on approval of contributions to the Pineview Loop Pathway project- Alan Wheelwright
7. Discussion and/or action on approval of up to \$5,500 for fireworks for Huntsville’s 4th of July Celebration
8. Discussion and/or action on approval of up to \$2,000 for Huntsville Town Welcome Sign repair
9. Discussion and/or action on approval of Resolution 2026-2-5: Contract for Transmission Line Work
9. Discussion and/or action on approval of Ordinance 2025-7-23 RC Zone

DEPARTMENT UPDATES:

Mayor Richard Sorensen
Councilmember Bruce Ahlstrom
Councilmember Sandy Hunter
Councilmember Lewis Johnson
Councilmember Jim Truett

Approval of January bills


Town Clerk/Recorder

DATE: 2-4-2026

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 recorder of Huntsville Town, hereby certify that foregoing agenda was duly published, or posted at 1) Town Hall 2) Huntsville Post Office 3) www.huntsvilleutah.gov 4) www.pmn.utah.gov

- A Closed Session may be called if needed pursuant to State Code 52-4-205. Reasons include A. Discussion of the purchase, exchange, lease, or sale of real property, when public discussion would disclose the value of the property or prevent the authority from completing the transaction on the best possible terms. B. Strategy session to discuss the character, professional competence, or physical or mental health of an individual. C. Strategy session to discuss collective bargaining. D. Strategy session regarding pending, or imminent litigation. E. Strategy session to discuss the deployment of security personnel, devices, or systems. F. Discussion of investigative proceedings regarding allegations of criminal misconduct.
- This meeting may be held electronically to permit one or more of the council members or staff to participate.

Auxiliary aids and services are available upon request to individuals with disabilities by calling Huntsville Town @ 801.745.3420. Individuals with speech and/or hearing impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162. Equal Opportunity Employer/Program.

Mayor
Richard L. Sorensen

Town Council
Bruce Ahlstrom
Sandy Hunter
Lewis Johnson
Jim Truett

Town Clerk/Recorder
Beckki Endicott
Nikki Wolthuis
Shannon Smith

Treasurer
Melissa Knowles

Attorney
Bill Morris

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), that on January 7, 2026, the Town Council (the "Council") of Huntsville Town, Utah (the "Issuer"), adopted a resolution (the "Resolution") in which it authorized the issuance of the Issuer's Water Revenue Bonds, Series 2026 (the "Series 2026 Bonds") (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer), and called a public hearing to receive input from the public with respect to (a) the issuance of the Series 2026 Bonds and (b) any potential economic impact that the project described herein to be financed with the proceeds of the Series 2026 Bonds may have on the private sector.

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on February 5, 2026, at the hour of 6:00 p.m. at 7474 East 200 South, Huntsville, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2026 Bonds and (b) any potential economic impact that the project to be financed with the proceeds of the Series 2026 Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE SERIES 2026 BONDS

The Series 2026 Bonds will be issued for the purpose of (a) finance all or a portion of the costs of improvements to its water system (the "System") including the replacement of a transmission pipeline and all related improvements (collectively, the "Series 2026 Project") and (b) paying costs of issuance of the Series 2026 Bonds.

PARAMETERS OF THE SERIES 2026 BONDS

The Issuer intends to issue the Series 2026 Bonds in the aggregate principal amount of not more than One Million Nine Hundred Thousand Dollars (\$1,900,000), to mature in not more than thirty-one (31) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, and bearing interest at a rate or rates not to exceed one and a half percent (1.50%) per annum. The Series 2026 Bonds are to be issued and sold by the Issuer pursuant to the Resolution, an Original Master Resolution dated July 1, 2019, (the "Original Master Resolution") as supplemented by a Supplemental Master Resolution (the "Supplemental Master Resolution" and together with the Original Master Resolution, the "Master Resolution") which were before the Council in substantially final form at the time of the adoption of the Resolution and said Supplemental Master Resolution is to be executed by the Issuer in such form and with such changes thereto as shall be approved by the Issuer; provided that the principal amount, interest rate or rates, maturity, and discount of the Series 2026 Bonds will not exceed the maximums set forth above. The Issuer reserves the right to not issue the Series 2026 Bonds for any reason and at any time up to the issuance of the Series 2026 Bonds.

REVENUES PROPOSED TO BE PLEDGED

The Series 2026 Bonds are special limited obligations of the Issuer payable from the net revenues of the System (the "Revenues").

OUTSTANDING BONDS SECURED BY REVENUES

The Issuer currently has \$489,000 of bonds outstanding secured by the Revenues.

OTHER OUTSTANDING BONDS OF THE ISSUER

Additional information regarding the Issuer's outstanding bonds may be found in the Issuer's financial report (the "Financial Report") at: <https://reporting.auditor.utah.gov/searchreports/s/>. For additional information, including any information more recent than as of the date of the Financial Report, please contact Beckki Endicott, Town Clerk at (801) 745-3420.

TOTAL ESTIMATED COST OF BONDS

Based on the Issuer's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Series 2026 Bonds to be issued under the Act to finance the Series 2026 Project, if held until maturity is \$1,760,975.

A copy of the Resolution and the Master Resolution are on file in the office of the Huntsville Town Clerk at 7474 East 200 South, Huntsville, Utah, where they may be examined during regular business hours of the Town Clerk from 9:00 a.m. to 5:00 p.m. Monday through Friday, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Master Resolution or the Series 2026 Bonds, or any provision made for the security and payment of the Series 2026 Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this January 7, 2026.



/s/ Beckki Endicott

Town Clerk

SCHEDULE 2

ANNUAL MEETING SCHEDULE

Huntsville Town

Town Council & Planning Commission Monthly Meetings 2026



In accordance with Utah Code Section 52-4-202(2), notice is hereby given of the 2026 Meeting Schedule for Huntsville Town. The Town Council will meet on January 7th, 2026 at 4:00 p.m., and will subsequently meet the first and third Thursday of each month thereafter at 6:00 pm. The Planning Commission will meet on January 15th, at 6:30 p.m. and will subsequently meet the fourth Thursday of each month (unless stated otherwise) thereafter at 6:30pm. Work sessions, special meetings, or emergency meetings may be held as needed in accordance with state law. A notice and agenda for each meeting will be posted prior to a meeting in accordance with state law. Some meetings may be cancelled or rescheduled. Meetings will be held at the Huntsville Town Hall, 7474 E 200 S, Huntsville UT, 84317. Zoom link available at huntsvilleutah.gov, as applicable. For special accommodation contact the Town office at least 24 hours before any meeting. For questions, contact the Town Office at 801-745-3420. Published December 15th, 2025.

Town Council	Planning Commission
January 7 th and 22 nd	January 15 th
February 5 th and 19 th	February 26 th
March 5 th and 19 th	March 26 th
April 16 th	April 23 rd
May 7 th and 21 st	May 28 th
June 4 th and 18 th	June 25 th
July 16 th	July 23 rd
August 6 th and 20 th	August 27 th
September 3 rd and 17 th	September 24 th
October 1 st and 15 th	October 22 nd
November 5 th and 19 th	November 12 th
December 3 rd	December 10 th

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/recorder of Huntsville Town, hereby certify that foregoing agenda was duly published, or posted the following :

Dated this 15th day of December 2025


Shannon Smith, Clerk

Town Hall
Post Office
huntsvilleutah.gov
pmn.utah.gov

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING
Thursday, January 22, 2026, 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
Beckki Endicott	Clerk	Present

Citizens: Carol Stoker, Melissa Knowles-treasurer, Auzzie Gentry-auditor, Madison Aviles-WFRC, Jeff Keeney, Ron Gault, Mariah Reyes-auditor, Allen Endicott-planning commission chair, Liz Poulter-PC, Rex Harris, Jennifer Sorensen, Dakota and Jeff Hyde, Olga M.-SMHG, Hillary Evans, Mark Evans, Trevor Fuchs- GOAL Foundation

Zoom: Tommy Christie, TCM Sandy Hunter, TCM Jim Truett

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: Bruce Ahlstrom

4-Public Comments:

Mayor Sorensen spoke about a car that had been stolen in Town recently and reminded residents to keep their car doors locked.

5. Sheriff's Report: No report.

6. Presentation by Madison Aviles, LAA for WFRC

Ms. Aviles, an LAA for WFRC explained that she works with 15 small cities and towns in Utah under 10,000 residents. She has been helping Huntsville Town with various projects over the past few years including data privacy and a zoning map among other things. She offered to come to Huntsville Town to do training at any time.

7. Discussion and/or action on approval of Minutes for Town Council Meeting January 7, 2026 (See Attachment #1)

There was a correction on the amount of money that was forgivable under the bond. It was \$510,000 rather than \$10,000.

TCM Truett motioned to approve Minutes for Town Council Meeting January 7, 2026. TCM Ahlstrom seconded the motion. All votes Ayes. Motion passed.

8. Discussion and/or action on approval of Winter Running Series Half Marathon 2026
(See Attachment #2)

Trevor Fuchs, GOAL representative, explained that the race course was mostly on the pathway between Eden Park and Huntsville with a small portion in Huntsville Town along 100 S. and 200 S. They would have help from Weber County Sheriff to manage traffic when needed.

Mayor Sorensen motioned to approve Winter Running Series Half Marathon 2026 and waive the Special Event fee. TCM Ahlstrom seconded the motion. All votes Ayes. Motion passed.

9. Presentation of Huntsville Town Audit FY25
(See Attachment #3)

Mariah Reyes from Child Richards presented the audit to the Town Council. She began by summarizing the revenue and expenses, assets and liabilities for FY25. Some highlights included an increase in revenue and sales tax. Expenses were \$49,000 less than were budgeted. She then reported two findings. The first was that the Town had been charging an infrastructure fee without the appropriate impact study. The second was that the auditor could not easily find the proper procedures in place for reporting fraud or abuse.

10. Discussion and/or action on approval of Huntsville Town Audit FY25

TCM Ahlstrom motioned to approve the Huntsville Town Audit for FY25. TCM Johnson seconded the motion. Roll call Vote. Votes reflected below. Motion passed 5-0.

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

11. Discussion and/or action on the Huntsville Town Hall and Community Center Revenue and Expenses

Rex Harris, Town Hall building manager, presented the expenses and revenue for the Town Hall and Community Center for 2025. He stated that the goal for the Town was to not go into debt to maintain the Town Hall. They did not want it to burden town residents. A year ago when they began renting out The Hall it was hard to calculate what the expenses would be. Rex explained that they had seven furnaces and he sets the thermostat differently throughout the building to conserve energy.

In the beginning he estimated that they could generate \$35,000 for pickleball rentals and other events. They did very well with pickleball but fell short on revenue from other events

partly because of the restrictions placed to avoid competing with other businesses in town. Total expenses were \$34,000 and total revenue was \$23,000 for 2025. The Town was technically in the red, but when he factored in and compared the utility costs to those from the previous building it evened out.

He expected the revenue to continue to climb in the coming year. Rex recommended the TC create a capital fund for the building to pay for expenses like a furnace going out or other big things.

12. Discussion and/or action on approval of the Consolidation of Hyde parcels 24-011-0045, 24-011-0043, and 24-011-0041 (See Attachment #4).

Dakota Hyde explained that they acquired the parcels from the Town a few years ago. It makes sense for them to be together. They measure .08 acres or less than 35,000 feet. **Mayor Richard Sorensen motioned to approve the consolidation of the Hyde parcels 24-011-0045, 24-011-0043, and 24-011-0041. TCM Lewis Johnson seconded the motion. All votes ayes. Motion passed.**

13. Discussion and/or action on approval of North Arrow Development Agreement Addendum 2 Timeline Extension (See Attachment #5)

Dakota Hyde read some of the 2016 development agreement for the property. They have a hotel, rentals, coffee shop, and observatory which is phase 1. The second phase is the North Arrow condos. They came to the TC in 2023 to ask for an extension of their agreement. They had made progress since then on the parking lot and water and gas. The building was approved. They needed more time to complete the project and asked to extend the agreement to 2031.

Mayor Sorensen asked about the \$10,000 fire hydrant fee that they hadn't yet paid for. Dakota and Jeff understood that their payment was \$5,000. They stated that they were quoted this price in a conversation with Town employees and a contractor a little over a year prior, when they applied for their building permit. They had not paid the fee yet because they were not yet ready to use it and there was no benefit to them at this point. Mayor Sorensen stated that the fee for fire hydrants was \$20,000 and the Hyde's were responsible for half of that which was \$10,000.

TCM Ahlstrom motioned to approve the North Arrow Development Agreement Extension. TCM Truett seconded the motion. All votes Ayes. Motion passed. Roll call vote. Votes reflected below. Motion passed 5-0.

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

14. Discussion and/or action on approval of up to \$14,000 for Culinary Water System expenses (See Attachment #6)

Ron Gault went through his presentation and gave updates on the culinary water system. They were ready to update some aging equipment and asked for approval of funds.

TCM Ahlstrom motioned to approve \$16,000 for Culinary Water System expenses. TCM Johnson seconded the motion. Roll Call vote. Votes reflected below. Motion passed 5-0 .

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

15. Discussion and/or action on approval of Ordinance 2025-7-23 RC Zone (See Attachment #7)

Sandy explained that the PC broke up the RC zone into two different zones- one for campgrounds and one for a recreation facility. The PC looked at it as a property and not as one business. Mayor Sorensen suggested they wait and table it until a future day. He wondered if they would want the same conditions if there was a different owner in the future. TCM Sandy Hunter felt that the changes to the RC zone were good for campground rules. And that the PC should draft a letter to the Ogden Boat Club stating changes to the RC Zone ensuring them that they would be grandfathered in. TCM Bruce Ahlstrom had listened to the planning commission discussion. He felt like it was a good meeting and a good compromise. Allen Endicott, Planning Commission Chair, stated that they wanted to look at the land and not the people who own it. Beckki Endicott, clerk stated that just because you have a rezone petition doesn't mean you have to grant it. There are examples of that in the past four years. TCM Jim Truett thanked PC Chairperson Allen Endicott for all the hard work on the RC Zone. He felt like tabling it was a good way to take another look at it and not be hurried. **TCM Richard motioned to table Ordinance 2025-7-23 RC Zone. TCM Truett seconded the motion. Roll Call vote. Votes reflected below. Motion passed 5-0 .**

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

Department Updates

Mayor Richard Sorensen- TCM Bruce Ahlstrom and Huntsville Town Clerk Beckki Endicott had been working on RAMP grants to pay for cabin repairs and for items for the Town Hall. Ogden Valley City was having a party on January 24th from 6-8 pm at the Hearthside. They would be presenting the Town with a gift.

Councilmember Bruce Ahlstrom- Dave Bastian was excited to do the work on the Aldous cabin. He gave a \$14,000 bid. The total cost of it would be \$18,000 plus many hours of volunteer labor.

Councilmember Sandy Hunter- She spoke about the Forest Service work at the old Jefferson Hunt campground. They were hoping to keep the pedestrian bridge open unless the contractor was there working.

Councilmember Lewis Johnson – attended the first mosquito board meeting.

Councilmember Jim Truett- He had been working with Tommy Christie of the VISION committee and Commissioner Gage Froerer and the Forest Service to discuss management of cemetery point. A letter to Senator Curtis was also sent to inquire if Huntsville Town could take over control of the concessions at Cemetery Point. This would create a lot of revenue for Huntsville Town.

He attended the parks board meeting which was interesting. A lot of work needed to be done. He would send over the contract for the repair of the playground equipment and bids for equipment replacement.

Mayor Sorensen motioned to adjourn the regular meeting and have a closed meeting to discuss the character, professional competence, or physical or mental health of an individual. TCM Ahlstrom seconded the motion. Roll call vote. Votes reflected below. Motion passed 5-0.

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

Meeting adjourned at 7:58 PM

Nikki Wolthuis, Deputy Clerk

Pineview Loop Pathway (PLP)

Engineering & Feasibility – Town of Huntsville Coordination

Overview

The Pineview Loop Pathway (PLP) is an approximately **9-mile paved, non-motorized pathway** currently maintained by Ogden Valley City. Completing the PLP around Pineview Reservoir has long been a regional goal and represents an important opportunity to improve **safe walking and biking connections for the Town of Huntsville**.

For Huntsville, the PLP functions not only as recreation infrastructure, but as a **community connector** linking neighborhoods, trail systems, Pineview Reservoir, and local destinations while reducing conflicts along SR-39 and SR-158.

Why This Matters to Huntsville

Completing the PLP would:

- Create a safe, off-road connection between **Anderson Cove, Old Snowbasin Road**, and the greater reservoir corridor
- Improve pedestrian and bicycle access into **Huntsville Town**
- Reduce vehicle, pedestrian, and cyclist conflicts on narrow roadway shoulders
- Support local businesses, tourism, and community events

A key missing link is the **Winters Grove crossing**, where a bridge previously existed but was washed out and never replaced. Restoring this connection is critical to completing a continuous, safe pathway.

The Planning Effort (2026–2027)

Eden Valley Trails proposes to pursue a **Utah Outdoor Recreation Planning Assistance (ORPA) Grant** to complete engineering and feasibility work for remaining PLP gaps. This work would occur during **2026–2027** and would include:

- Feasibility and alignment options connecting **Anderson Cove and Old Snowbasin Road**
- Engineering for the **Winters Grove bridge replacement**
- High-level cost estimates and phased implementation options
- Identification of permitting, environmental, and right-of-way constraints

This effort is **planning only** and does not commit the Town of Huntsville to construction.

Coordination & Partnerships

This effort is being coordinated with **Ogden Valley City** and **Weber County**, as well as **UDOT** and the **U.S. Forest Service (USFS)**. Early agency coordination supports a realistic planning process and helps avoid redesign or delays later.

Role of Eden Valley Trails & Town of Huntsville

Eden Valley Trails would serve as the **grant applicant and project manager**, coordinating engineering, agency review, and stakeholder input. We are requesting the Town of Huntsville's support as a key partner and stakeholder during the planning process.

Community Value

For Huntsville, a completed PLP would:

- Improve safety and accessibility for residents and visitors
- Strengthen connections between neighborhoods, trails, and the reservoir
- Reinforce Huntsville's character as a walkable, outdoor-oriented mountain town

Summary

This request focuses on **responsible planning**, not immediate construction. Completing feasibility and engineering work during **2026–2027**, including the replacement of the washed-out Winters Grove bridge, will allow Huntsville and its partners to pursue future funding with clear costs, constraints, and priorities.

Pineview Loop Pathway Engineering Proposal

- Completed Pathway
- A - Priority Pathway
- B - Priority Pathway

Future
North Fork Park
Connection
North Valley

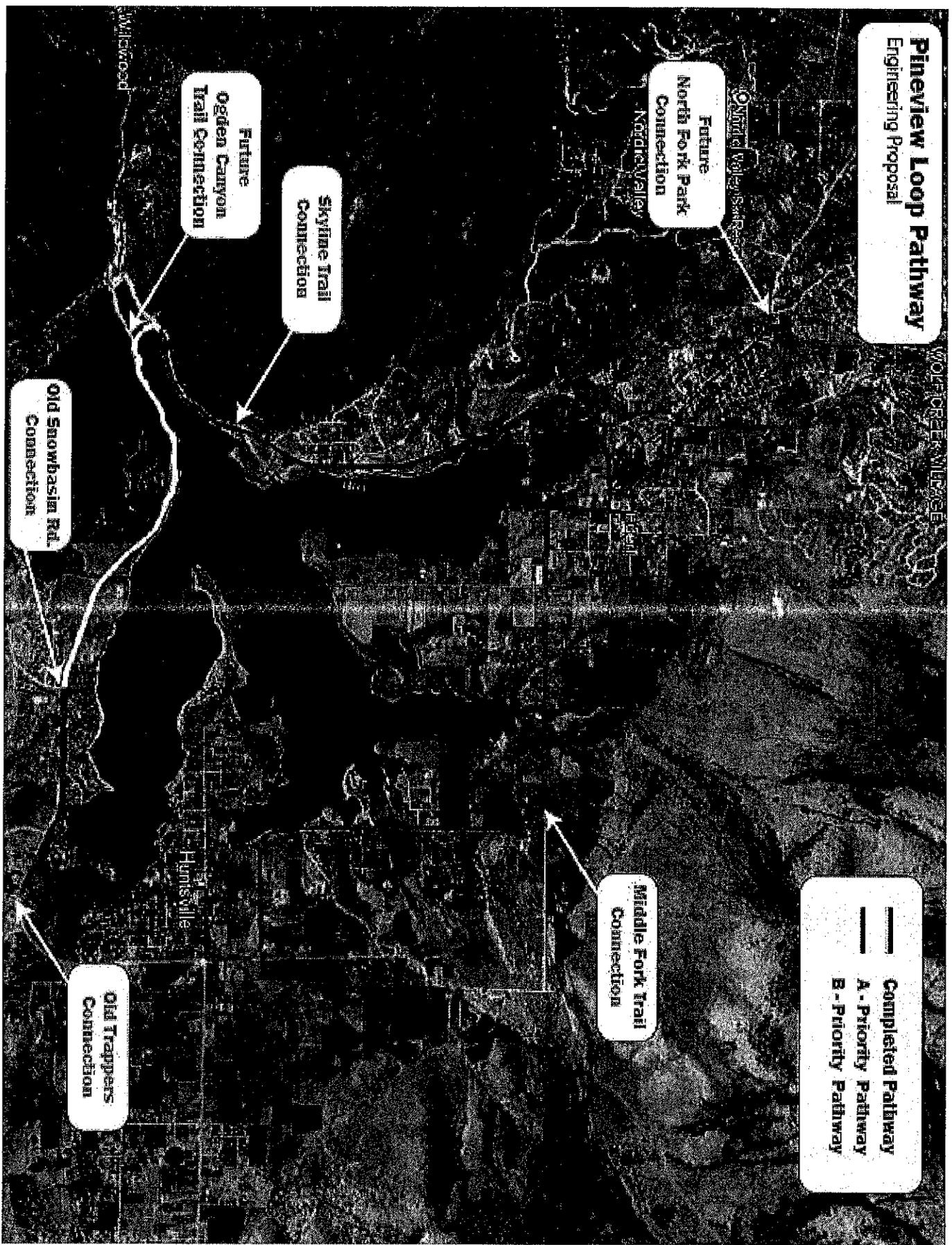
Skyline Trail
Connection

Future
Ogden Canyon
Trail Connection

Old Snowbasin Rd.
Connection

Middle Fork Trail
Connection

Old Trappers
Connection



Huntsville

July 4, 2026

Ramona Clapperton 801-920-9424
185 North 6800 East Huntsville, UT 84317

Finale and Opening Salvo Shells

3" Assorted Color Finale Shells (10) Shot Chain	3
3" Titanium Salute Finale Shells (10) Shot Chain	1

TOTAL FINALE SHELL COUNT **40**

Premium Aerial Shells

3" Premium Display Shell	144
3" Titanium Salutes	10
4" Premium Display Shell	72
5" Premium Display Shell	36

TOTAL PREMIUM AERIAL SHELL COUNT **262**

Multiple Shot Barrage

200 Multi-Shot Barrage Cake	1
300 Multi-Shot Barrage Cake	1

TOTAL BARRAGE EFFECTS COUNT **500**

Additional Supplies

Shipping	1
Flares	6

GRAND TOTAL SHELL AND EFFECTS COUNT **802**

Fireworks West Internationale

PO Box 294 Logan, UT 84323

435-753-2070 Office

www.fireworkswestint.com

9-UT-005-50-7D-00143

Huntsville

July 4, 2026

Ramona Clapperton 801-920-9424
185 North 6800 East Huntsville, UT 84317

Type of Display	Shipped Show	Fired by Customer
TOTAL FINALE SHELL COUNT		40
TOTAL PREMIUM AERIAL SHELL COUNT		262
TOTAL BARRAGE EFFECTS COUNT		500
GRAND TOTAL SHELL AND EFFECT COUNT		802
<hr/>		
SHOW VALUE		\$7,113.62
DISCOUNT		\$2,111.65
ADJUST TO BUDGET		-\$1.97
FINAL COST		\$5,000.00

Due Feb 28, 2025 for discount

Buyer Signature

Date

Fireworks West Internationale

Date

Sponsor agrees to procure and furnish a suitable place to display the said fireworks, and to secure all police, fire, local and state permits, and to arrange for any security bonds as required by law in their community when necessary, and agrees to furnish necessary police, fire and sponsor's protection, for proper crowd control, auto parking and proper supervision in clearing of debris after the display. Buyer agrees to comply with NFPA safety standards. This order is subject to acceptance by Fireworks West Internationale. This merchandise is sold upon the condition that the buyer indemnify the seller from any civil action occasioned from the handling, storage, use or sale of the merchandise, including court costs and attorney fees. Late fees of 2% per month carrying charge, \$50 minimum, will be assessed on all past due accounts, buyer agrees to pay all collection costs.



Huntsville

July 4, 2026

Ramona Clapperton 801-920-9424

185 North 6800 East Huntsville, UT 84317

Finale and Opening Salvo Shells

3" Assorted Color Finale Shells (10) Shot Chain	7
3" Titanium Salute Finale Shells (10) Shot Chain	1

TOTAL FINALE SHELL COUNT	80
---------------------------------	-----------

Premium Aerial Shells

3" Premium Display Shell	144
3" Titanium Salutes	12
4" Premium Display Shell	72
5" Premium Display Shell	36

TOTAL PREMIUM AERIAL SHELL COUNT	264
---	------------

Multiple Shot Barrage

200 Multi-Shot Barrage Cake	1
300 Multi-Shot Barrage Cake	1

TOTAL BARRAGE EFFECTS COUNT	500
------------------------------------	------------

Additional Supplies

Shipping	1
Flares	6

GRAND TOTAL SHELL AND EFFECTS COUNT	844
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Fireworks West Internationale

PO Box 294 Logan, UT 84323

435-753-2070 Office

www.fireworkswestint.com

9-UT-005-50-7D-00143

Huntsville

July 4, 2026

Ramona Clapperton 801-920-9424
185 North 6800 East Huntsville, UT 84317

Type of Display	Shipped Show	Fired by Customer
TOTAL FINALE SHELL COUNT		80
TOTAL PREMIUM AERIAL SHELL COUNT		264
TOTAL BARRAGE EFFECTS COUNT		500
GRAND TOTAL SHELL AND EFFECT COUNT		844
<hr/>		
SHOW VALUE		\$7,788.59
DISCOUNT		\$2,312.01
ADJUST TO BUDGET		-\$1.58
FINAL COST		\$5,475.00

Due Feb 28, 2025 for discount

Buyer Signature

Date

Fireworks West Internationale

Date

Sponsor agrees to procure and furnish a suitable place to display the said fireworks, and to secure all police, fire, local and state permits, and to arrange for any security bonds as required by law in their community when necessary, and agrees to furnish necessary police, fire and sponsor's protection, for proper crowd control, auto parking and proper supervision in clearing of debris after the display. Buyer agrees to comply with NFPA safety standards. This order is subject to acceptance by Fireworks West Internationale. This merchandise is sold upon the condition that the buyer indemnify the seller from any civil action occasioned from the handling, storage, use or sale of the merchandise, including court costs and attorney fees. Late fees of 2% per month carrying charge, \$50 minimum, will be assessed on all past due accounts, buyer agrees to pay all collection costs.





Blade & Burnish

Custom Wood Sign Co.

Based in Utah | Shipping Nationwide

+1 (301) 338-8413

www.bladeandburnish.com

On Sat, Dec 13, 2025 at 3:15 PM Blade & Burnish <info@bladeandburnish.com> wrote:

Hey Richard,

Thanks for your message. Sure thing, the bids would be as follows:

Current sign restoration - \$1,700

Sign replacement (identical size and design) - \$4,500

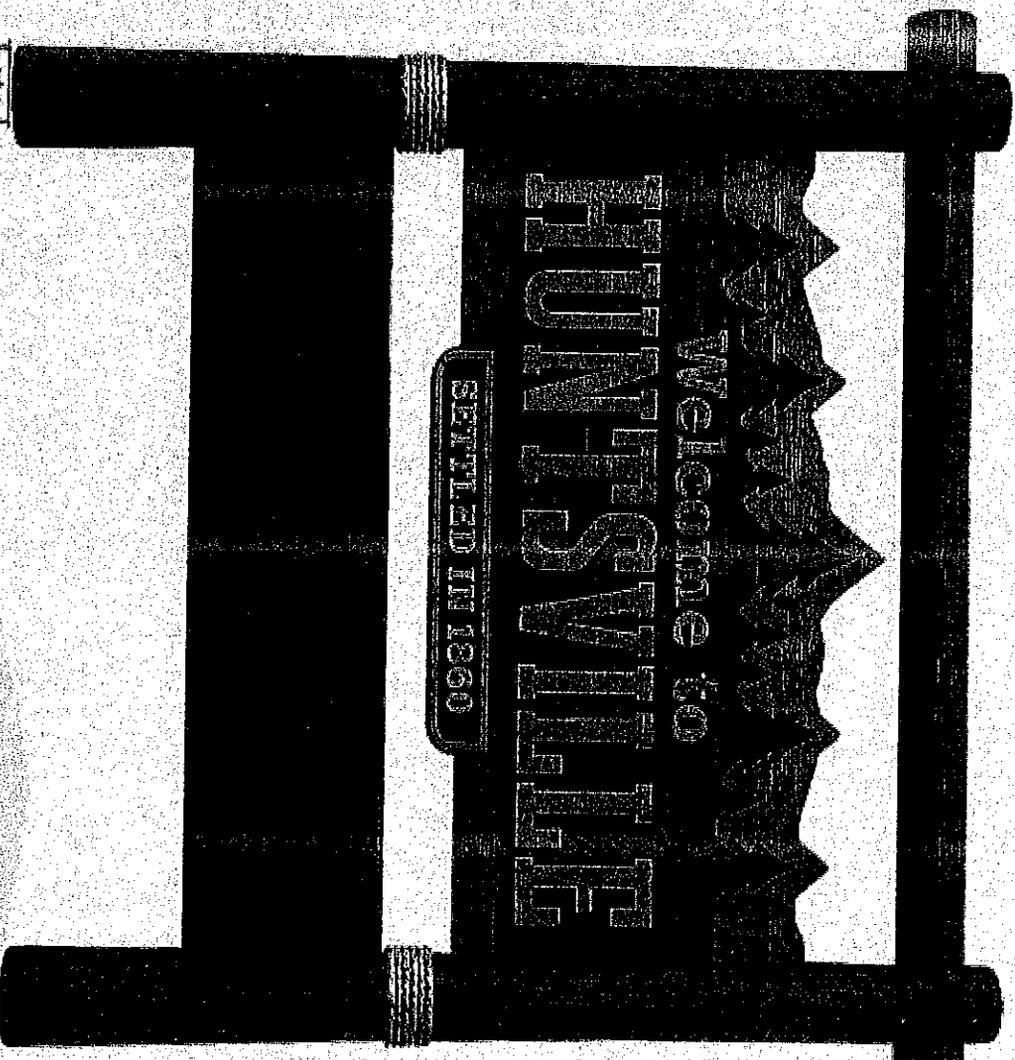
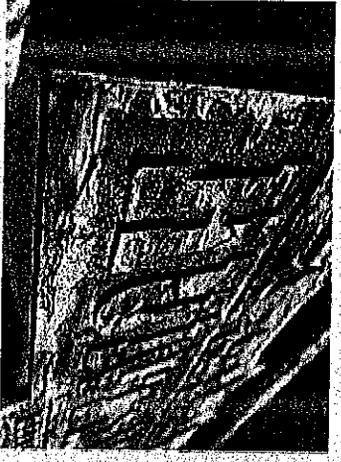
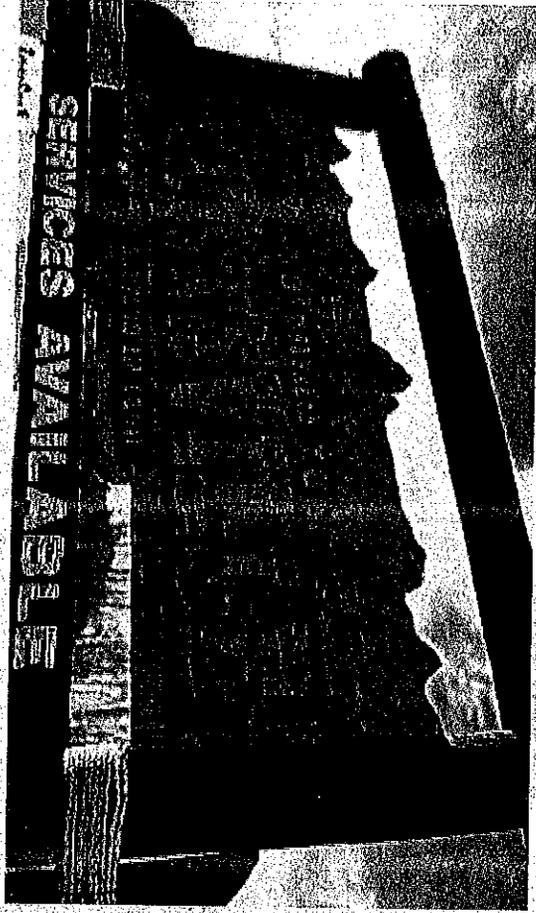
The support beams look to be in good shape, so we would definitely be able to reattach the sign.

Please let me know if you have any questions or would like further details about the restoration or building process.

I hope you have a great weekend.

Blade

Wade & Burnish Wood Sign Co.
Huntsville Town Entrance Sign
built or Refurbishment
Date: 1/29/2026



RESOLUTION 2026-2-5

A RESOLUTION OF HUNTSVILLE TOWN, UTAH, TO ENTER INTO AN AGREEMENT WITH SUNRISE ENGINEERING, FOR TRANSMISSION LINE SERVICES

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

WHEREAS, the Town Council is the municipal legislative body;

WHEREAS, Huntsville Town collected bids through a public bidding process and Sunrise Engineering was selected as the top bid;

WHEREAS, the Town Council desires contract with quality engineering services to assist with design and engineering needs in the water transmission line services;

WHEREAS, the Town Council has entered into an agreement with Sunrise Engineering and desires to ratify the agreement set forth;

NOW, THEREFORE, BE IT RESOLVED by the Huntsville Town Council as follows;

Section 1. Ratification. That the Agreement between Huntsville Town and Sunrise Engineering attached hereto as Exhibit "A" and incorporated herein by this reference is hereby ratified by the Town Council and shall continue in full force and effect according to the terms of the Agreement.

Section 2. Effective Date. This Resolution is effective immediately upon adoption by the Town Council.

VOTES	AYE	NAY	RECUSED	EXCUSED
Mayor Richard Sorensen				
CM Bruce Ahlstrom				
CM Sandy Hunter				
CM Lewis Johnson				
CM James Truett				

PASSED AND ADOPTED by the Town Council on this 5th day of February 2026.

RICHARD SORENSEN, Mayor

ATTEST:

TOWN CLERK

RECORDED this 5th day of February 2026.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

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

Huntsville Town Clerk

DATE: _____



Salt Lake City Office

6875 South 900 East, Midvale, Utah 84047 | TEL 801.523.0100 | FAX 801.523.0990

January 30, 2026

Huntsville Town
PO Box 267
Huntsville, Utah 84317

Attn: Jared Andersen, P.E.

Subject: Huntsville Transmission Line Project

Sunrise Engineering, LLC (SE) is pleased to provide the following proposal to provide professional services for Huntsville Town (hereinafter referred to as "CLIENT"). SE agrees, upon receipt of your acceptance to this proposal, to perform the following identified services in accordance with the compensation described herein.

Project Background.

Analysis of the Water Line Failure in Huntsville

The town of Huntsville has been facing ongoing issues with its 12-inch High Density Polyethylene (HDPE) water distribution line, which is vital for the town's water transmission system. This pipeline connects the town's culinary water treatment plant to its storage reservoirs, serving as a primary conduit for water distribution across the area. The recurring leaks and breaks have prompted the town to consider replacing a specific section of the pipeline to ensure reliability and reduce maintenance costs.

Location and Scope of Replacement

The targeted section for replacement is situated along 1800 South, extending from the water treatment facility at 1800 South 9490 East westward on the north side of 1800 South to the intersection with 8900 East. This segment measures approximately 3,600 feet and has been identified as the most cost-effective option for long-term operation, considering the frequent repairs required due to failures.

Causes of Pipeline Failures

The analysis of the causes of failure indicates a combination of factors:

- **Seam Failures:** Manufacturing defects or weaknesses along the seams of the HDPE pipe have contributed to leaks and breaks.
- **Mechanical Impacts:** Rocks embedded in the soil have caused physical damage, especially in areas with cobbly terrain near the chlorination facility.
- **Installation Issues:** The pipeline was installed using non-engineered trenches filled with native material, which may have compromised the structural integrity. Poor fusion quality during installation and lack of construction oversight further exacerbated failure rates.

Material and Construction Specifications

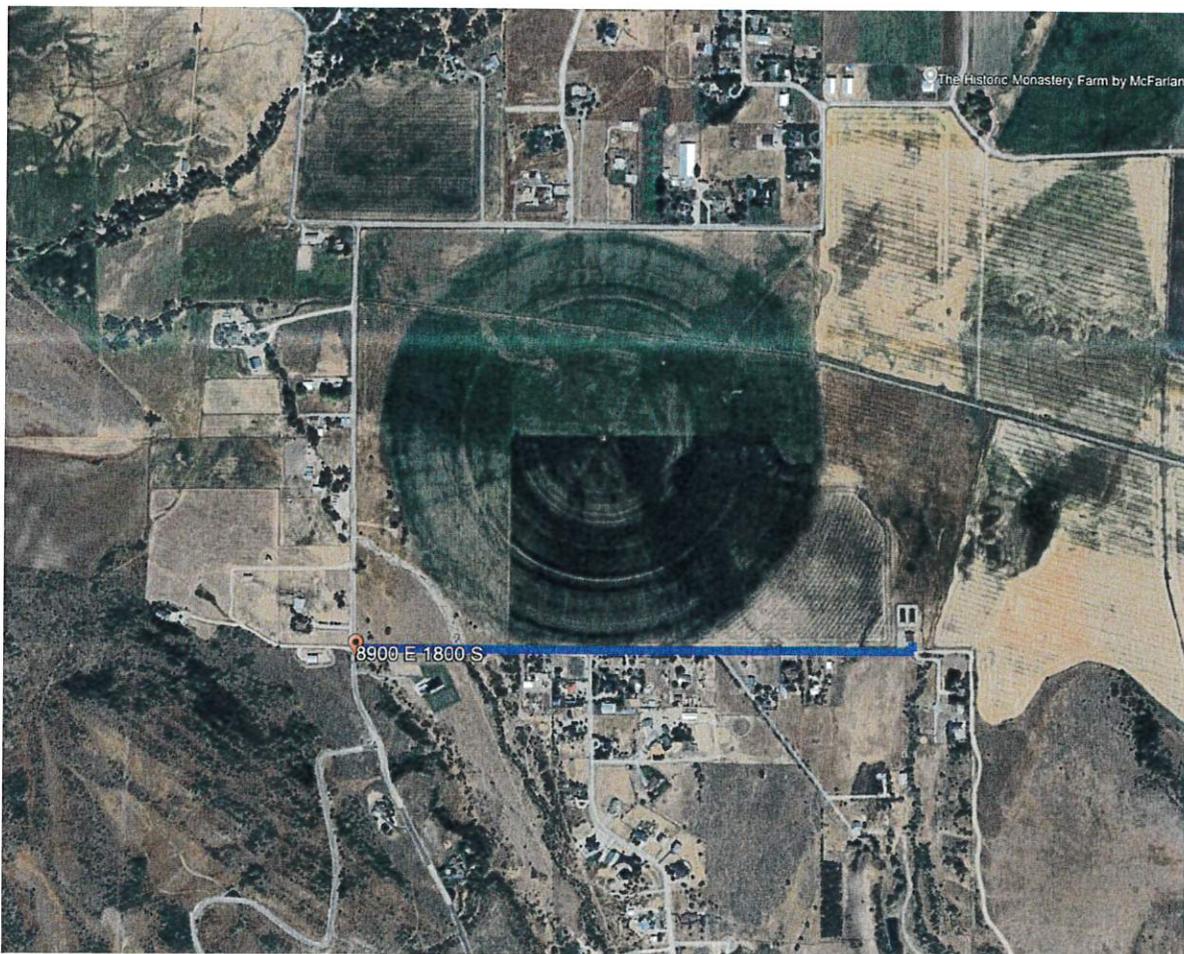
The existing HDPE pipe was classified as DR17, indicating the minimum thickness suitable for this application. However, the combination of material properties and installation practices has led to premature failures. The presence of native soil fill and non-engineered trenching methods has contributed to instability and susceptibility to damage.

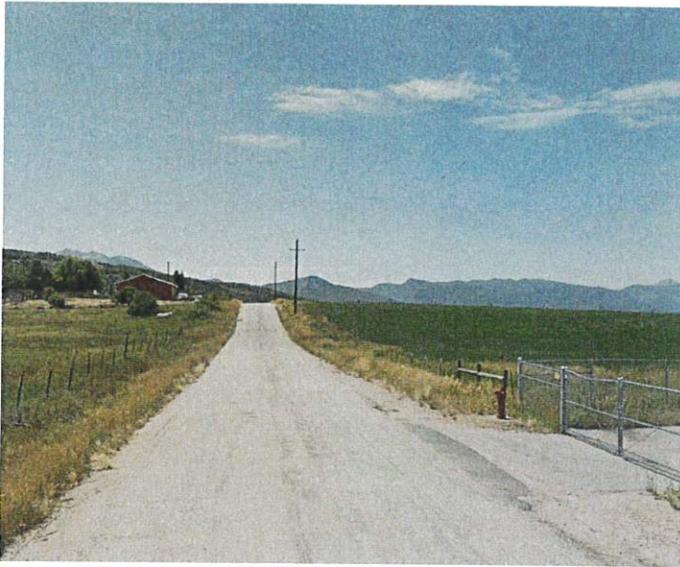
Recommendations for Future Design

Understanding the root causes of the current failures is essential for designing a more durable and reliable replacement pipeline. Recommendations include:

- Utilizing higher-grade materials or thicker pipe (e.g., DR11 or above) to enhance durability.
- Implementing engineered trenching techniques with proper bedding and backfill to provide better support and reduce soil-related impacts.
- Ensuring quality control during fusion and installation processes through rigorous oversight.

By addressing these issues, the town can improve the longevity of its water transmission infrastructure, minimize future maintenance costs, and ensure a reliable water supply for its residents.





Key Issues in Pipeline Project Planning

Pipe Material Selection

Choosing the appropriate pipeline material is a fundamental aspect of designing an efficient and durable transmission line. The selection process involves evaluating various material options based on factors such as durability, cost, compatibility with existing infrastructure, and environmental considerations. Sunrise Engineering possesses comprehensive knowledge of all types of water line materials, including ductile iron, PVC, HDPE, and concrete pipes. Their expertise extends to understanding the common causes of failure in existing pipelines, which informs their recommendations for future material choices. The engineering team will prepare a detailed analysis of the advantages and disadvantages of each material type, facilitating an informed decision-making process. Discussions with Huntsville Town operators will focus on selecting the most suitable materials that balance performance, longevity, and cost-effectiveness for the proposed transmission line.

Pipeline Alignment Strategy

The alignment of the pipeline is a critical factor influencing project success. An optimal alignment minimizes construction costs, reduces environmental impact, and avoids conflicts with existing utilities and infrastructure. Sunrise Engineering emphasizes the importance of a well-planned alignment to ensure project efficiency and sustainability. With extensive experience in pipeline replacement projects, the firm has developed specialized methods to identify the most advantageous route. These methods include detailed site assessments, utility conflict analysis, and easement planning. The goal is to select an alignment that not only meets technical requirements but also aligns with community and environmental considerations, thereby ensuring a smooth construction process and long-term operational success.

Stakeholder Engagement and Work Sessions

Effective stakeholder engagement is essential for the successful execution of pipeline projects. It is vital that the needs and concerns of all involved parties—property owners, business owners, utility companies, canal operators, and municipal staff—are heard and addressed. Sunrise Engineering incorporates a dedicated Public Involvement specialist into the project team to facilitate clear and

consistent communication. This specialist assists in organizing work sessions, public meetings, and consultations to gather input, provide updates, and mitigate potential conflicts. The proactive engagement approach aims to foster transparency, build trust, and ensure that project objectives align with community interests. By prioritizing stakeholder involvement, the project team can identify and resolve issues early, reducing delays and enhancing overall project.

Canal Crossing



Scope of Work

Phase 0001 Survey

Task 001 Basemap Survey

SE will fly the project area using a drone survey to produce the topographic survey with high resolution photography. Along with the drone survey, SE surveyors will shoot and identify all visible utilities along with invert elevations and 360-degree photos of all manholes, and canal crossings.

Task 002 Utility Location Survey

SE will contact all utility providers in the area to obtain copies of all the utility as-builts for the area. SE will identify potential conflicts and reduce the number of potholes required for the project. The scope of work identifies potentially 10 potholes.

Task 003 Project "Alignment" Survey

SE will prepare a record of survey and prepare any easements required for the project. It appears that 1800 South is not a dedicated roadway and the proposed pipeline will need an easement, unless the proposed alignment falls within the existing easement. For budget purposes for this scope of work, it is assumed that proposed easement will be for the single property owner to the north.

Task 004 Control Survey

SE will set (3) horizontal and vertical control points to be set throughout the project.

Phase 0002 Design Services

Task 001 Preliminary Engineering

SE will review the prepared basemap and identify a concept alignment. SE will also prepare a technical memo on different pipe materials, costs, and discuss with the CLIENT the "best" material for their project. The preliminary engineering will also include all design criteria for the project, and it will dictate the rest of the project design.

Task 002 Construction Drawings

SE will design and prepare construction documents. The design will be submitted and reviewed at three (3) stages: 50%, 75% and 90%. These plans are anticipated to include:

1. Cover Sheet
2. Legend, Index & Notes
3. Water Line Plan/Profile Sheets
4. Detail Sheets

All plan submittals will consist of a plan set in PDF format.

Task 003 Utility Coordination

SE will identify existing utility conditions around the project area. This shall include identifying known existing utilities and as-built information (wet and dry utility providers). This information will be used to help identify potential conflict areas in design and construction.

Task 004 Technical Specifications

SE will prepare Technical Specifications for the 90% and 100% (Final) submittals. These specifications will be included in the Towns Bid Documents (General Conditions, Instructions to Bidders, Contract Form, Bond Forms, etc. prepared by the Town). If the Town does not have its own Bid Documents, Engineer Joint Contract Documents Committee EJCDC Contract Documents will be used.

Task 005 Cost Estimates

SE will prepare an Engineer's Preliminary Opinion of Probable Costs for the 100% (Final) submittals.

Task 006 QA/QC

SE will prepare a QC Plan that requires the checking and reviewing of all documents and supporting data in their final format before they are submitted to the CLIENT. The construction documents will be reviewed by a qualified individual other than the originator to ensure a high level of quality to ensure that the plans are accurate, concise, and clearly convey the intent to the contractor(s).

Task 007 Project Team Meetings

SE will communicate with property owners and attend three (3) Town Work Sessions.

Phase 0003 Bidding

Task 001 Bidding

SE will conduct the pre-bid meeting, respond to requests for information (RFI's), prepare any addenda necessary, conduct the bid opening, prepare bid tabulations, and recommend of award to the owner.

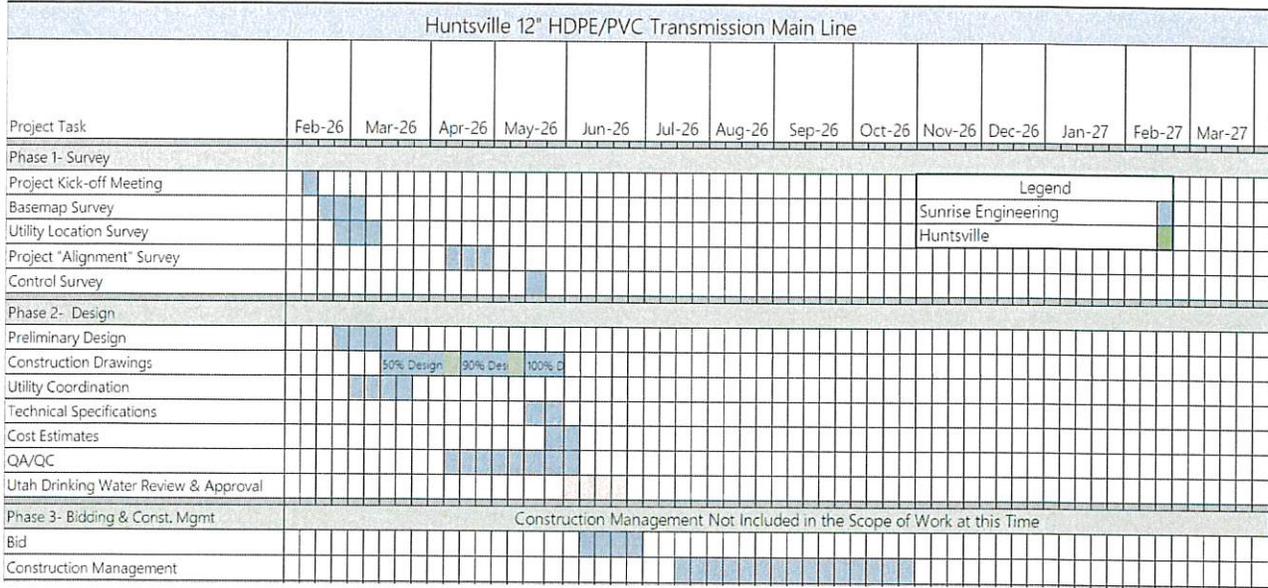
Phase 0003 Potholing

Task 001 Potholing

SE will contract with a sub utility contractor to pothole pot any utilities that appear to conflict with the proposed transmission line.

Schedule

It is anticipated to have the project constructed this construction season, as a late summer early fall project. Below is the projected schedule for the project with design being completed by June 1st, bidding in July, and constructing the project August to November 2026.



Compensation

The CLIENT agrees to compensate SE for services provided in the Scope of Work above on a Time and Materials (T&M) basis as summarized in the Fee Summary below, Attachment A – Cost Summary, and Attachment B – Fee Schedule

Fees Summary

Phase/Task	Work Task Description	Budget/Fee	*Fee Type
0001	Survey		
001	Basemap Survey	\$4,100	T&M, NTE
002	Utility Location Survey	\$1,700	T&M, NTE
003	Project Alignment Survey	\$8,300	T&M, NTE
004	Control Survey	\$1,000	T&M, NTE
	Survey Subtotal	\$15,100	
0002	Design		
001	Preliminary Engineering	\$6,300	T&M, NTE
002	Construction Drawings	\$36,200	T&M, NTE
003	Utility Coordination	\$2,100	T&M, NTE
004	Technical Specifications	\$3,300	T&M, NTE
005	Cost Estimates	\$1,400	T&M, NTE
006	QA/QC	\$2,800	T&M, NTE
007	Project Team Meetings	\$5,600	T&M, NTE
	Design Subtotal	\$57,700	
0003	Bidding		
001	Bidding	\$7,100	T&M, NTE
	Bidding Subtotal	\$7,100	
0004	Potholing		
001	Potholing (10)	\$17,300	T&M, NTE
	Potholing Subtotal	\$17,300	
	Total Budget/Fee	\$97,200	

*Lump Sum = Fixed Fee; T&M = Time & Materials; NTE = Not to Exceed

*T&M (Time and Materials) Not to Exceed is a budgeted amount that will not be exceeded without Client approval and does not guarantee the tasks will be completed within this amount.

Any additional services requested by CLIENT, not listed above, and agreed to by SE, will be

performed on a Time and Materials basis at the rates in the attached fee schedule.

If you are interested in having SE complete the services, please execute the agreement below, make a copy for your files, and return the original to us. We look forward to providing these and other requested services.

Sincerely,



Cliff Linford, P.E.
Vice President
Sunrise Engineering, LLC

Accepted and Agreed:

HUNTSVILLE TOWN

Signature

Printed Name

Title

Date

Attachment B Fee Schedule

SUNRISE ENGINEERING

FEE SCHEDULE*

Labor Code	Work Classification	Hourly Rate	Labor Code	Work Classification	Hourly Rate
51	Administrative I	\$62	301	Engineering Tech I	\$95
52	Administrative II	\$82	302	Engineering Tech II	\$109
53	Administrative III	\$105	303	Engineering Tech III	\$127
54	Administrative IV	\$129	304	Engineering Tech IV	\$142
91	PI Specialist I	\$113	305	Engineering Tech V	\$158
95	PI Manager	\$158	401	CAD Drafter I	\$98
100	Engineer Student Intern	\$110	402	CAD Drafter II	\$117
101	Engineer Intern (EIT) I	\$125	403	CAD Drafter/Designer III	\$129
102	Engineer Intern (EIT) II	\$139	404	CAD Drafter/Designer IV	\$145
103	Engineer Intern (EIT) III	\$154	405	CAD Drafter/Designer V	\$161
104	Engineer III	\$168	500	Funding Specialist	\$156
105	Engineer IV	\$182	921	Survey Tech	\$99
106	Engineer V	\$196	930	Survey CAD Tech	\$139
107	Senior Engineer	\$239	940	Survey Manager	\$188
108	Engineer VI	\$210	945	Registered Surveyor	\$203
109	Engineer VII	\$225	950	Principal Surveyor	\$225
110	Principal Engineer	\$249	955	One Man Survey Crew	\$165

REIMBURSABLE EXPENSE SCHEDULE*

Expense	Rate
Mileage	\$0.67/Mile
Per Diem	\$59/Day
Field Vehicle (On-Site)	\$250/Day
UTV (On-Site)	\$200/Day
Nuclear Density Gauge	\$150/Day

*Fees automatically change after the beginning of each year and are subject to change on other occasions.

*Subconsultant and other direct expenses will be invoiced as cost incurred plus 15% handling fee.

*A convenience fee of 4% will be applied to all payments made with a credit card.

Sunrise Base 02-2025

TERMS AND CONDITIONS

1. SERVICES TO BE PROVIDED. These Terms and Conditions are enclosed with, attached to and/or incorporated by referenced into a proposal or agreement (the "Proposal/Agreement") prepared by Sunrise Engineering, LLC ("SE") offering/agreeing to provide the consulting services described in the Proposal/Agreement as such consulting services are changed by agreement of the Parties (hereinafter, the "Services"). SE agrees to provide the Services for the sole and exclusive use and benefit of the person or entity described in the Proposal/Agreement to be SE's client for the provision of the Services (the "Client"). If the Proposal/Agreement does not expressly identify the Client, the Client shall be the person or entity to whom SE provides the Services. The Proposal/Agreement shall become binding on SE and Client upon its written acceptance by Client, or Client's acceptance of the performance by SE of the Services without written objection to the terms of the Proposal/Agreement, whichever first occurs. In the absence of Design Professional receiving from Client a signed copy of this Agreement or other fully executed contract, Client's written notice or authorization to proceed shall constitute Client's tacit agreement to the terms of the Agreement. Once Design Professional receives written notice or authorization to proceed and Design Professional begins providing the services required by the Agreement the Agreement shall become valid and enforceable. SE may use the services of subconsultants in the performance of the Services ("SE's Consultants") when, in SE's sole discretion, it is appropriate to do so. For purposes of the Proposal/Agreement and these Terms and Conditions, the "Parties" are SE and Client, and their successors and permitted assignees.

2. EFFECT OF TERMS AND CONDITIONS. If any of the Services are performed by SE or SE's Consultants prior to the acceptance by Client of the Proposal/Agreement, such Services shall be governed by these Terms and Conditions the same as if they had been performed after the acceptance by Client of the Proposal/Agreement. These Terms and Conditions shall be binding upon the Parties except to the extent these Terms and Conditions directly conflict with the Proposal/Agreement. In the event of direct conflict between the Proposal/Agreement and these Terms and Conditions, the Proposal/Agreement shall supersede and replace these Terms and Conditions.

3. PAYMENT TERMS. Payment on account of Services rendered, including fees and Reimbursable Expenses, shall be made monthly upon presentation of SE's statement of services. No deductions shall be made from SE's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors ("Contractor") performing all or a portion of the work or services (the "Work") for the construction of improvements designed by SE or SE's Consultants, or on account of the cost of changes in the Work other than those for which SE has been adjudicated to be liable. If payment is not received within thirty (30) calendar days from the invoice date

(i) Client agrees to pay interest on the past due amount at the rate of 18% per annum until paid in full; (ii) Client agrees to pay reasonable attorneys' fees and collection costs incurred by SE to collect or obtain an award or judgment to collect all or any portion of the past due amount; (iii) SE reserves the right to suspend all Services until payment of the past due amount is received in full; and (iv) SE may terminate the Proposal/Agreement for cause if payment of the past due amount is not received in full within forty-five (45) calendar days of the date it is due. A convenience fee of 4% will be applied to all payments made with a credit card.

**Please remit all check payments to:
SUNRISE ENGINEERING, LLC
DEPT # 880835
PO Box 29650
PHOENIX, AZ 85038-9650**

4. TERMINATION/SUSPENSION OF PROPOSAL/AGREEMENT Either Party may terminate the Proposal/Agreement for cause if the other Party shall fail substantially to perform in accordance with its terms through no fault of the Party initiating the termination upon ten (10) calendar days prior written notice and failure of the Party in default to cure the default within such ten (10)-day period. Either Party may terminate the Proposal/Agreement without cause and for convenience upon delivery to the other Party of a written notice of termination for convenience. Either Party may suspend all or a portion of the Services upon written notice to the other Party, provided that (i) Client shall compensate SE for extra fees and costs due to such suspension of the Services; and (ii) SE may terminate the Proposal/Agreement for cause if the Services or any portion of the Services are suspended in the aggregate for more than one hundred twenty (120) calendar days due to suspensions of the Services for Client's convenience. In the event of a termination of the Proposal/Agreement for any or no reason, SE shall be compensated for the Services performed prior to termination, together with Reimbursable Expenses then due and all expenses directly attributable to the termination. In the event of a termination of the Proposal/Agreement for cause, the terminating Party shall be entitled to recover from the defaulting Party all damages caused by the defaulting Party's breach of the Proposal/Agreement.

5. STANDARD OF SKILL AND CARE. The Services (whether performed by SE or SE's Consultants) shall be performed in accordance with the standard of skill and care ordinarily exercised by licensed professionals of the same discipline in the state in which the Project is located on projects of similar size and scope and under like circumstances. SE disclaims that any warranties, expressed or implied, are made or intended by SE regarding the quality, fitness, accuracy, suitability or completeness of the Services or the Instruments of Service, or regarding any other matter.

6. **INSURANCE.** SE shall maintain the following insurance coverages with insurance limits not less than specified below:

- a) Worker's Compensation Insurance – statutory limits;
- b) Employer's Liability Insurance – \$1,000,000;
- c) Automobile Liability – Combined single limits per accident, \$1,000,000;
- d) Commercial General Liability Insurance – Combined single limits per occurrence, \$1,000,000;
- e) Professional Liability – \$1,000,000 per claim

7. **LIMITATION OF LIABILITY.** Client agrees that the liability of SE and SE's Consultants, and their former and current officers, directors, employees and agents to Client, and any third party, due to any negligent acts, errors or omissions, breach of contract or breach of any other legal duty shall be limited in the aggregate to the lesser of \$50,000, the total fee paid to SE for the Services, or SE's actual costs to cure it or its Consultants' alleged negligent acts, errors or omissions, breach of contract or breach of any other legal duty if SE determines, in its sole discretion, to cure the same. Client shall indemnify, defend, and hold harmless SE and SE's Consultants, and their past and current officers, directors, employees, and agents, and each of them, from and against any liability arising or resulting from liabilities in excess of the applicable aggregate limit of liability of SE and SE's Consultants for the Services.

8. **SITE OBSERVATIONS AND SOIL CONDITIONS.** SE shall have access to the Project site and to all areas where the Work is performed or located. Client shall procure all permits, licenses, rights-of-entry and access for SE to enter upon and to perform Services at any public or private property required for SE to perform the Services.

By virtue of entering into this Agreement or providing the Services, SE does not assume control of or responsibility for the Project site or the persons at the Project site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the Project site that may present a potential danger to public health, safety or the environment.

Unless SE provides a soils report or conducts soils testing as Services under the Proposal/Agreement, SE makes no representations concerning soils conditions and is not responsible for any claims, damages, liabilities, losses, or expenses that may arise out of the making or failure to make soils investigations or reports, or soils testing.

If a Contractor is involved in the Project, Client agrees that Contractor will be solely and completely responsible for the conditions at all locations where the Work is performed, including the safety of all persons and property during performance of the Work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that SE will not be responsible for job or site safety on the Project.

Client acknowledges and agrees that SE is not responsible for the performance of the Work by third parties, including, but not limited to, the Contractor and the Contractor's subcontractors, sub-subcontractors of any tier and suppliers. Client further agrees to indemnify, defend and hold harmless SE and SE's

Consultants, and their officers, directors, employees and agents from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon the operations of such third parties in the performance of the Work unless such claims, liabilities, damages, costs or expenses are adjudicated to be caused by the sole negligence or other fault of SE and/or SE's Consultants.

9. **RELIANCE ON CLIENT FURNISHED INFORMATION.** SE and SE's Consultants shall be entitled to rely upon the accuracy and completeness of services and information furnished by Client and Client's consultants, agents and representatives, and SE and SE's Consultants shall have no duty to investigate the accuracy or completeness of such services or information.

10. **UNKNOWN CONDITIONS.** Conditions or occurrences may be encountered during the performance of the Services and/or the Work that require changes in the Services or impose risk to SE and/or SE's Consultants, or their employees or agents, in the performance of the Services not known to SE when the Proposal/Agreement was entered ("Unknown Conditions"). If Unknown Conditions are encountered, SE shall notify Client of the Unknown Conditions and the probable impact of the Unknown Conditions on the Services and the Work, and SE shall consult with Client regarding possible actions, including:

- a) Suspend the Services and/or the Work until the Unknown Conditions are further studied by Client and the additional risks imposed by the Unknown Conditions are eliminated by Client or are reduced by Client to levels acceptable to both SE and Client;
- b) Complete the Services in accordance with the scope of Services described in the Proposal/Agreement, if to do so is agreed by both SE and Client to be practical;
- c) Agree to a change in the Services; or
- d) Agree to a termination of the Proposal/Agreement for Client's convenience.

11. **HAZARDOUS MATERIALS.** Client agrees to give written disclosure to SE prior to the execution of the Proposal/Agreement of any hazardous material or toxic substances existing in, on or near the Project site known to Client that may present a potential for harm to human health, the environment or equipment. Unless otherwise included in the Services, SE and SE's Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site, unless the hazardous materials or toxic substances were brought to the Project site by SE or SE's Consultants.

In the event SE or any other person or entity encounters hazardous materials or toxic substances at the Project site, or should it become known that such materials or substances are present at the Project site or its adjacent areas that may affect the performance of SE's Services, SE may, at its option, and without liability for consequential or other damages, suspend performance of the Services until Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the hazardous materials or toxic substances and such

consultants represent that such hazardous materials or toxic substances have been rendered harmless. Client shall indemnify, defend and hold harmless SE and SE's Consultants and their past and current officers, directors, employees and agents, and each of them, from and against all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any hazardous materials or toxic substances in any form at the Project site, including claims, damages, costs and expenses caused by the negligence or fault of the persons or entities being indemnified, unless such claims, liabilities, damages, costs or expenses are adjudicated to be caused by the hazardous materials or toxic substances brought to the Project site by SE or SE's Consultants.

12. INDEMNITY. To the fullest extent permitted by law, Client agrees to indemnify and hold harmless SE and SE's Consultants, and their past and current officers, directors, employees and agents, and each of them, from and against any and all claims, demands, suits, losses, costs and damages for injuries to persons (including bodily injury and death), damage to tangible property and economic loss caused by any negligent act, error or omission or intentionally wrongful conduct of Client or Client's consultants or their employees or agents.

13. INSTRUMENTS OF SERVICE. Drawings, specifications, reports, and other documents, including those in electronic form, prepared by SE and SE's Consultants for the Project are Instruments of Service for use solely with respect to the Project. SE and SE's Consultants shall be deemed the authors and Clients of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. SE grants to Client a nonexclusive license to reproduce SE's Instruments of Service solely for the purpose of constructing, using, and maintaining the Project, provided that Client shall comply with all obligations, including prompt payment to SE of all consideration when due under the Proposal/Agreement. Except for the license granted in this Paragraph 13, no other license or right shall be deemed granted or implied under the Proposal/Agreement.

Client shall not use the Instruments of Service for future additions or alterations of the Project or for other projects, unless Client obtains the prior written agreement of SE and SE's Consultants. Any unauthorized use or modification of the Instruments of Service shall be at Client's sole risk and without liability to SE or SE's Consultants.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless SE and SE's Consultants and their past and current officers, directors, employees and agents, and each of them, from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any unauthorized use or modification of the Instruments of Service by Client or any person or entity that obtain the Instruments of Service from or through Client or Client's agents or representatives.

14. OPINIONS OF COST. If the Services include the evaluation of Client's budgets for construction costs or include providing SE's opinions of probable construction costs, Client understands that SE has no control over regional economies, availability of

materials or labor or the competitive climate existing at the time of bidding or negotiation, over the costs or the prices of labor, equipment or materials, or over Contractor's methods of pricing, and that the evaluations of Client's budgets and/or opinions of probable construction costs provided by SE are SE's professional judgment as a design professional familiar with the construction industry. SE makes no warranty, expressed or implied, as to the accuracy of such opinions or evaluations as compared to bids or negotiated prices or actual construction costs, and SE does not represent or warrant that bids or negotiated prices or actual construction costs will not vary from Client's budget for the Project or from opinions of probable construction costs or from evaluations of Client's budgets prepared or agreed to by SE.

15. PROVIDING EVIDENCE. If SE or an employee of SE is requested by Client or is compelled by subpoena or other legal process by Client or a third party to provide testimony, documents or evidence in relation to the Services and in connection with any public hearing, dispute resolution proceeding or legal proceeding in which SE is not a party, Client agrees to compensate SE on the basis of hourly rates and Reimbursable Expenses according to SE's Rate Schedule then in effect for the time and expenses reasonably incurred by SE in providing such evidence, provided that SE is not compensated in full for such reasonable time and expenses by the party compelling or requesting the evidence.

16. SEVERABILITY. In the event that any provision of these Terms and Conditions is found to be unenforceable, the other provisions shall remain in full force and effect.

17. SURVIVAL. All obligations arising prior to the termination of the Proposal/Agreement and all provisions of these Terms and Conditions allocating responsibility or liability between Client and SE shall survive the completion of the Services and the termination of the Proposal/Agreement, and Paragraphs 5, 6, 7, 9, 11, 12, 13, and 15 shall survive the completion of the Services and the termination of the Proposal/Agreement.

18. INTEGRATION. The Proposal/Agreement and these Terms and Conditions incorporated therein constitute the entire agreement between the Parties and cannot be changed except by written instrument signed by both Parties.

19. GOVERNING LAW. The Proposal/Agreement and these Terms and Conditions incorporated therein shall be governed in all respects by the laws of the state in which the Project is located.

20. THIRD PARTY FEES. SE shall pay the fees and costs specifically required by the Proposal/Agreement and these incorporated Terms and Conditions. Unless specifically required by the Proposal/Agreement, SE shall not be required to pay the fees and costs of the checking and/or inspection of the Instruments of Service and/or the Work by persons or entities other than SE or SE's Consultants, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title insurance charges, costs of reproductions of the Instruments of Service or other documents, and other charges not specifically required to be paid by SE by the Proposal/Agreement.

21. THIRD PARTY BENEFICIARIES. Nothing contained in the Proposal/Agreement and these incorporated Terms and Conditions shall create a contractual relationship with or a cause of action in favor of a third party against either Client or SE. SE's Services under the Proposal/Agreement are being performed solely for Client's benefit, and no other person or entity shall have any claim against SE arising under the Proposal/Agreement or arising from the performance or non-performance of the Services.

22. EMPLOYMENT FEES. In the event Client hires directly any employee of SE within one (1) year after final payment is due to SE for the Services, Client agrees to reimburse SE a monetary amount equal to six (6) months' wages for the employee so hired by Client as an employment fee. The employment fee shall be calculated as six (6) times the gross monthly full-time wages of the employee immediately prior to the hiring.

23. ASSIGNMENTS. Neither Client nor SE shall assign the Proposal/Agreement or any right, interest or claim for damages arising under the Proposal/Agreement without the written consent of the other, except that Client may make a conditional collateral assignment of the Proposal/Agreement to an institutional lender providing financing for the Project, conditioned on Client's default in its obligations to such lender regarding the financing for the Project. In the event the condition of such collateral assignment is satisfied, the lender shall assume Client's rights and obligations under the

Proposal/Agreement. If SE's Services are affected or delayed by Client's default or the assignment of the Proposal/Agreement to the lender, SE's fees for the remaining Services of the Project and the time schedules for performance of the remaining Services of the Project shall be equitably adjusted.

24. CONSEQUENTIAL DAMAGES WAIVER. SE and Client mutually waive as to one another and as to the present and current officers, directors, partners, members, employees, agents, and consultants of one another, any and all consequential damages for claims, disputes or other matters in question arising out of or relating to the Proposal/Agreement or the performance or non-performance of the Services. This mutual waiver is applicable, without limitation, to all consequential damages due to either Parties' termination of the Proposal/Agreement or suspension of the Services.

25. DISPUTE RESOLUTION. All claims, counterclaims, disputes and other matters in question between Client and SE arising out of or relating to the Proposal/Agreement or these incorporated Terms and Conditions, or the breach of the Proposal/Agreement or these incorporated Terms and Conditions, or the Services performed pursuant thereto, shall be decided in such dispute resolution proceedings as Client and SE shall mutually agree upon in writing after the dispute arises or, in the absence of mutual agreement, in a court of competent jurisdiction within the State in which the Project is located.



NOTICE OF ACTION

TO: Huntsville Town Council
FROM: Huntsville Town Planning Commission
DATE: January 22th, 2026
RE: Recommendation for Ordinance 2025-7-23

The Huntsville Town Planning Commission held a public meeting and a public hearing on January 15th, 2026, in regards to the changes proposed to the RC Zone. Ordinance 2025-7-23 reflects the changes the Planning Commission has worked on over the last several months. On 1.15.2026 the Planning Commission voted unanimously to recommend this Ordinance to the Town Council.

A handwritten signature in black ink, appearing to read "Shannon", is written over a horizontal dashed line.

Shannon, Clerk

**HUNTSVILLE TOWN
ORDINANCE NO. 2025-7-23**

AMENDMENTS TO TITLE 15.14 – RC ZONE

**AN ORDINANCE OF HUNTSVILLE TOWN, UTAH, AMENDING
AND REPLACING THE HUNTSVILLE TOWN TITLE 15.14 –
THE RC ZONE; SEVERABILITY; AND PROVIDE AN EFFECTIVE DATE.**

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

WHEREAS, *Utah Code Annotated* §10-8-84 and §10-8-60 authorizes the Town to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the Town;

WHEREAS, *Title 10, Chapter 9a, of the Utah Code Annotated, 1953*, as amended, enables the Town to regulate land use and development;

WHEREAS, the Huntsville Town Council desires to update the Recreation Zone (RC) to accurately reflect the desired use of the General Plan;

WHEREAS, the Huntsville Town Council desires to add definitions, permitted and conditional uses, and special regulations in the Recreational Zone of the Huntsville Town Municipal Code which will help to preserve the natural landscape in the zone, and to mitigate negative impacts to the Residential (R-1) Zone;

WHEREAS, after publication of the required notice, the Planning Commission held its public hearing on the 15th of January 2026, to take public comment on this Ordinance, and subsequently gave its recommendation to adopt this Ordinance on the 15th of January, 2026;

WHEREAS, the Town Council received the recommendation from the Planning Commission and held a public meeting on the 22nd of January 2026, and desires to act on this ordinance;

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

Section 1: Repealer. Any code, chapter, or section in conflict with this Ordinance is hereby repealed in its entirety and referenced thereto vacated.

Section 2: Amendment. The Huntsville Town Municipal Code is hereby amended to read as follows:

15.14 RECREATION ZONE (RC)

- 15.14.010 Purpose
- 15.14.020 Definitions
- 15.14.030 Permitted Use
- 15.14.040 Conditional Use
- 15.14.050 Special Provisions

15.14.010 Purpose

The Recreation Zone (RC) is established as a zone in which the primary use is for recreation, including private member-based seasonal recreational clubs or camps operated by a private organization that is not available for use by the general public. The purpose of the RC Zone is to provide suitable areas that will accommodate the need for private recreation and its associated uses, some of which may have an environmental impact requiring a Conditional Use Permit after public review and/or special regulations.

The objectives of the RC Zone are:

- A. To promote the use of the land for recreational purposes.
- B. To facilitate the conservation of natural resources.
- C. To preserve open space, natural scenic attractions, natural vegetation, and other natural features within the zone.

In order to accomplish these objectives and purposes and to protect the essential characteristics of the zone, the following regulations shall apply in the RC Zone.

15.14.020 Definitions

- A. "Private Recreational Club" means a member-based organization whose primary purpose is to provide recreational, social/dining, or leisure amenities and uses exclusively to members and their guests. This definition shall not include private clubs as defined by the Utah State Alcoholic Beverage Control Act.
- B. "Accessory Structure or Building" means a subordinate structure detached from but located on the same lot as the main structure, the use of which is incidental and accessory to that of the main structure. A detached subordinate building and/or structure clearly incidental to and located upon the same lot occupied by the main building and/or

structure.

- C. "Campground" means a private open area with sanitary facilities for overnight or camping and may include the overnight parking of camping trailers, tents, tent trailers or other vehicle types intended for camping purposes.
- D. "Commercial Use" means an occupation, employment or enterprise that is carried on for profit by the owner, lessee or licensee.
- E. "Conditional Use" means a use or occupancy of a building, or use of land permitted by the Huntsville Planning Commission subject to certain conditions in accordance with the Conditional Uses Chapter of this Ordinance.

The purpose and intent of Conditional Uses is to allow in certain areas, compatible integration of such uses with conditions that mitigate negative impacts associated with the use in RC Zone, in order to allow the use to be suitable and desirable at a certain location due to conditions and circumstances particular to that use and/or location by regulating use design, lay out, and construction, operations, traffic, and any other factors on the proposed site, including time, place and manner conditions.

- F. "Dwelling" means a building or portion thereof, which is constructed in compliance with the Town's adopted building codes and designed as a place for human habitation, except hotel, apartment hotel, boarding house, lodging house, tourist court or apartment court.
- G. "Permitted Use" means any use lawfully occupying land or buildings as authorized in the zoning regulations and for which no Conditional Use Permit is required.
- H. "Private" means for use by the club members, member friends, and guests.
- I. "Public" means general public who, are not members of the organization or club.
- J. "Special Event" means a pre-planned, temporary gathering or activity hosted by a private recreational club on a specific date or dates that exceeds daily occupancy limits. Please refer to Huntsville Title 15.14.040. Special events require a Special Event Permit issued by the Huntsville Town Council and are limited to no more than three (3) per calendar year. All Special Events shall comply with applicable limitations on parking, noise, lighting, occupancy, and hours of operation.
- K. "Outdoor Recreation" means leisure or physical activities conducted outdoors that promote health, enjoyment, or relaxation and occur incidental to the primary recreational use of the property. Outdoor Recreation shall not generate significant noise, traffic, or disturbance and does not include organized sporting events, vehicle based activities, overnight events, amplified sound, or any use requiring a Conditional Use Permit.

15.14.030 Permitted Use

A. Bike Paths

B. Private Parks

C. Outdoor Recreation

15.14.040 Conditional Use

The following uses may be permitted in the RC zone only after issuance of a Conditional Use Permit as provided in Chapter 15.04.

A. Private Recreation Facility:

1. Special Events as defined by 15.14.020 must obtain a special events permit issued by the Huntsville Town Council. No more than 3 events per calendar year.
2. Operating hours shall be 8 a.m. and closing at 10 p.m.
3. Parking shall not exceed thirty (30) developed parking spots, including handicapped parking requirements. Vehicles will be restricted to the developed parking stalls. No on-street parking is allowed.
4. Shuttles Service for events and daily activities must be restricted to 100 South.
5. Noise and amplified sound on the parcel shall not exceed 65 decibels (dB) when measured at the edge of the property. No generators after 10 p.m. Quiet hours are 10 p.m. to 8 a.m.
6. Daily Occupancy in a 24-hour period can be no more then 40 (forty) people per acre, including staff and members.
7. Night Lighting must follow Weber County's Dark Sky Ordinance.
8. Dwelling Units are not permitted in the RC Zone.
9. A business license is required and obtained through Huntsville Town.
10. Food and beverage shall only be provided to members.
11. Camping is not permitted.

B. Private Camping:

1. Noise and amplified sound on the parcel shall not exceed 65 decibels (dB) when

measured at the edge of the property. No generators after 10 p.m. Quiet hours are 10 p.m. to 8 a.m.

2. A Sewer Facilities or trailer dump is required onsite and must be approved by the Weber Morgan Health Department.
3. Restroom facilities are required on the property.
4. A Site Plan for campsites must be provided to Huntsville Town.
5. Occupancy is limited to the number of approved campsites.
6. Parking is limited to two (2) vehicles per campsite.
7. Campers cannot reside on the property for more than 150 consecutive days, May 1st through September 30th.
8. A Business License from Huntsville Town shall be required.
9. Camping spots are limited to 4 per acre.

15.14.050 Special Regulations.

Special provisions apply to all permitted uses in the RC zone.

- A. The required yard space shall be kept free of debris, refuse or other inflammable material which may create a fire hazard.
- B. This zone is not available for use by the general or paying public.
- C. Usage of the premises is limited to Members, Guests and Staff of the Private Club which owns a building or property or portion thereof.
- D. Subletting or leasing is not permitted.
- E. Public health requirements concerning domestic water supply and sewage disposal shall comply with the State and Weber- Morgan County Health Department requirements. A septic tank certificate of design approval from Weber-Morgan County Health Department shall be required in all applications for a building permit which requires a sewage disposal system.
- F. On-street parking is not permitted

15.14.060 Area Requirements.

- A. The minimum lot area shall be one recorded lot or parcel of land not less than three-quarters (0.75) of an acre and a minimum frontage width of one hundred thirty (130) feet.
- B. No single building shall cover more than twenty-five (25) percent of the area of the parcel nor be more than twenty-five (25) feet in height. No combination of buildings and facilities such as swimming pools, shall cover more than thirty-five (35) percent of the area of the parcel.
- C. Side and rear yard setbacks for structures will be ten (10) feet from property line.

Section 3: Severability. If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which remainder shall continue in full force and effect.

Section 4: Effective date. This Ordinance takes effect immediately as provided by law.

VOTES	AYE	NAY	RECUSED	EXCUSED
Mayor Richard Sorensen				
CM Bruce Ahlstrom				
CM Sandy Hunter				
CM Lewis Johnson				
CM James Truett				

PASSED AND ADOPTED by the Town Council on this 22nd day of January 2026.

RICHARD SORENSEN
Mayor Huntsville Town

ATTEST:

Town Clerk

RECORDED this ___ day of _____, 2026.

PUBLISHED OR POSTED this ___ day of _____, 2026.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

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

Town Clerk

DATE: _____