

CITY COUNCIL MEETING

Thursday, November 17, 2022 at 6:30 PM Council Chambers, 60 West Main, Hyrum, Utah

AGENDA

Public notice is hereby given of a Hyrum City Council Meeting to be held in the Council Chambers, 60 West Main, Hyrum, Utah at 6:30 PM, November 17, 2022. The proposed agenda is as follows:

- 1. ROLL CALL
- 2. CALL TO ORDER
- 3. WELCOME
- 4. PLEDGE OF ALLEGIANCE
- 5. INVOCATION
- 6. AGENDA ADOPTION
- 7. APPROVAL OF MINUTES
- 8. PUBLIC COMMENT
- 9. SCHEDULED DELEGATIONS
 - A. <u>Amie Wiberg To request approval of a Home Occupation Business License at 325 North 300 West for a custom cabinet designing.</u>
 - B. <u>David Madsen, Harvest Valley Court P.U.D.</u> To request Final Plat approval for Harvest Valley Court P.U.D. located at approximately 43 North 300 East consisting of 28 patio home units on 3.75 acres.
 - C. <u>Jordan Mathis, Bear River Health Department</u> To request Final Plat approval of a two-lot subdivision for two commercial lots located at 750 East 730 North.

10. INTRODUCTION AND APPROVAL OF RESOLUTIONS AND ORDINANCES

- A. Resolution 22-19 A resolution amending and adopting the Canyon Campground Rental Fee Schedule.
- B. Resolution 22-20 A resolution authorizing Board Member Mayor Stephanie
 Miller to receive compensation for service on the Board of Directors of the Utah
 Local Governments Trust..

11. OTHER BUSINESS

A. <u>Consideration and approval of an Interlocal Cooperation Agreement between</u>
<u>Cache County and participating municipalities of Cache County for creation of an Interlocal Entity for County and Municipal Solid Waste Disposal.</u>

- B. Discussion on irrigation rates.
- C. Mayor and City Council reports.

12. ADJOURNMENT

Stephanie Fricke

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Hyrum City at 435-245-6033 at least three working days before the meeting.

City Recorder

CERTIFICATE OF POSTING - The undersigned, duly appointed and acting City Recorder of Hyrum City, Utah, does hereby certify that a copy of the foregoing Notice was emailed to The Herald Journal, Logan, Utah, posted on the Utah Public Notice Website and Hyrum City's Website, provided to each member of the governing body, and posted at the City Offices, 60 West Main, Hyrum, Utah, this **11th day of November**, **2022**. Stephanie Fricke, MMC, City Recorder.



60 West Main Street Hyrum, Utah 84319 435-245-6033 www.hyrumcity.com

HOME OCCUPATION BUSINESS LICENSE APPLICATION

For businesses operating within a residence in Hyrum City limits.

Amie Wiberg

Applicant(s) Name:

Date	Submitted: _	October 19, 2022	
Addr	ess:325 N :	300 W Hyrum, UT 84319	
Telep	ohone #:4	135-881-1272	
		Mahogany Homes Cabinetry and	nd Design LLC
1.	What is the p	oroposed home occupation? _	Consulting with Clients and designing their cabinet plans.
2.	. How many clients will be coming to the home at any one time during a daily interval?		
3.	What provisions are available for off street parking? We have about 2 off street parking spots available.		
4.	. What type of equipment, materials, machinery, tools, and merchandise stock are involved in the home occupation? <u>Home office</u>		
5.	What type of modifications to the residential structure are anticipated because of the home occupation? As of now, no modifications are needed.		
		PATIONS MUST COMPLY WITH '200 (please initial)	THE FOLLOWING REQUIREMENTS OF ZONING cupation performed wholly within a residence

HVV	В.	TWO	levels of nome occupations exist. Both are required to maintain all or me
	٠.		dards of a home occupation business license. Because of the potential
			ative impact on residential area, the following businesses are prohibited as
		-	· · · · · · · · · · · · · · · · · · ·
			e occupations: auto/RV repairs, salvage yards, major appliance repair, or
A 1//	\sim	servi	
<i>AW</i>	C.		one applicants are in occupation categories that the City Council has
			rmined have virtually no negative impact on residential neighborhoods and
			ot require a license. Occasional businesses operated by a minor are not
4147		requi	ired to obtain a business license.
AW	D.	All ap	oplicants whose home occupations receive commercial delivery service, has
		signo	age advertising the business, performs services in view or hearing of the
		publi	ic, or has customers coming to the residence, are considered level two home
		occu	upations and require a license. They also may be required to meet with the
			Council and explain how their home occupation is in conformance with the
			e occupation standards. The City Council may attach limitations or
			ditions to their licenses.
	Ε.	Hom	e occupation standards:
AW	-	1.	The exterior of the home will not be modified in any way to accommodate
	•		the home occupation (i.e. loading ramps, loading doors, etc).
AW		2.	The occupation will be conducted entirely within the house, yard, and
	•	•	existing outbuildings.
AW		3.	The home occupation license covers only residents of the home.
AW	•	4.	No outside storage of goods or materials is permitted.
AW	-	5.	Pedestrian and vehicular traffic will not be in excess of that normally
	-		associated with a residential neighborhood.
AW	_	6.	One sign will be permitted on the property. It must meet the requirements
			of 17.72.010 "Name Plate".
AW	_	7.	The home occupation must be operated in full conformity with fire, health,
			building, electrical, plumbing codes, and all State and City laws and
			ordinances.
AW		8.	No noise, odor, light, vibrations or dust in excess of that normally associated
	•		with a residential neighborhood shall pass beyond the premises.
AW		10.	State licenses will be required for "Professional Child Care".
AW	F.		City Council may, at their discretion, waive certain of the above standards
			ne elderly or handicapped.
In order to	auc		e that the Home Occupation, once authorized, will not become a nuisance to the neighbors,
	_		ry impose other reasonable conditions initially and also subsequently to protect the public
· · · · · · · · · · · · · · · · · · ·			e, and welfare of the residents of the surrounding area.
			: L(we). Amie Wiberg affirm that L(we) am (are) the owner(s) or authorized
Applicant			ritionramini mart (we) and (are) me entire (s) or demonstrate
			er of property involved in the attached application and that the statements and answers
			nd the information provided in the attached plans and other exhibits are complete, to the wledge and, that the statements and information above referred to are in all respects true
		-	pest of my (our) knowledge and belief.
			s) Signature: <u>Amie Wiberg</u>
•		•	•
Abblica	HIS.	งเลิมด	ture:Amie Wiberg

HARVEST VALLEY COURT P.U.D. FINAL PLAT 43 NORTH 300 EAST CITY COUNCIL MEETING NOVEMBER 17, 2022

Summary: David Madsen of Terra Alta Ventures is seeking City Council approval

for a final plat for a 55+ senior community.

ZONING: R-2 Residential (P.U.D.)

UTILITIES:

Power: Developer to provide Culinary: Developer to provide Sewer: Developer to provide Irrigation: Developer to provide

Notes:

A drainage easement has been acquired for the overflow pipe to allow excess stormwater flow to drain to the ditch on 100 North.

A letter of acknowledgement has been obtained by Hyrum Irrigation Company.

A letter of acknowledgement is in the process of being obtained by Blacksmith Fork Irrigation Company.

Construction documents will be finalized prior to construction.

Covenants, conditions, and restrictions have been received.

<u>Electrical component delays are estimated to be 2.5 years.</u> If this development needs any upgrades to the existing services, coordination with the Hyrum City Power Department should be started immediately.

Harvest Valley Court

Planned Unit Development - Permit Set Parcel #01-009-0001

GENERAL NOTES (APPLICABLE TO ALL CIVIL SHEETS)

- ALL CONSTRUCTION AND MATERIALS SHELL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, CITY IF HYRUM STANDARDS, STATE OF UTAH AND ANY OTHER APPLICABLE STANDARDS ISSUED BY THE
- CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS BETWEEN CONSTRUCTION DOCUMENTS AND FIELD CONDITIONS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE OWNER. ANY WORK DONE WITHOUT VERIFICATION IS DONE SO AT THE
- CONTRACTOR SHALL REPAIR AND/OR REPLACE ANY AREAS AND/OR MATERIALS DAMAGED DURING CONSTRUCTION.
- CONTRACTOR SHALL MAINTAIN ALL ADJACENT PROPERTY (PUBLIC AND PRIVATE) FROM ALL CONSTRUCTION DEBRIS
- CONTRACTOR SHALL PROVIDE SMOOTH TRANSITION

- CONTRACTOR SHALL PROVIDE ALL NECESSARY AUTOMOBILE AND PEDESTRIAN TRAFFIC CONTROL DEVICES REQUIRED BY LOCAL, STATE AND FEDERAL CODES AND ORDINANCES.
- CONTRACTOR SHALL REPLACE SURVEY MONUMENTS DAMAGED DURING CONSTRUCTION. SURVEY MONUMENTS TO BE REPLACED BY A REGISTERED, LICENSED LAND SURVEYOR
- 8. CONTRACTOR TO LOCATE ALL EXISTING UTILITIES UTILITIES WILL BE REPAIRED AT CONTRACTORS EXPENSE.
- DIMENSIONS SHOWN ARE TO THE CENTER OF THE PIPELINE UNLESS OTHERWISE NOTED.
- 10. DISTANCES SHOWN ALONG PIPELINES ARE HORIZONTAL DISTANCE AND NOT ACTUAL PIPE LENGTHS. MORE PIPE MAY BE REQUIRED TO COMPLETE CONSTRUCTION THAN IS DIMENSIONED IN
- THRUST BLOCKS SHALL BE PLACED ON WATERLINES AT ALL DIRECTIONAL CHANGES, FITTINGS, BENDS, ELBOWS, FIRE HYDRANTS AND GATE VALVES AS SHOWN IN THE PROJECT PLANS.
- ON THE SITE AT ALL TIMES. ANY WORK COMPLETED WITHOUT A SET PRESENT IS DONE SO AT THE CONTRACTORS RISK AND EXPENSE IF ERRORS
- 13 CONTRACTOR IS RESPONSIBLE FOR PROVIDING WATER NECESSARY FOR DUST ABATEMENT, COMPACTION, ETC.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING SOURCES FOR GRANULAR MATERIALS, WATER, WASTE SITES, AND ANY OTHER MATERIALS SOURCES AS REQUIRED FOR PROJECT COMPLETION.
- ANY WORK DONE WITHIN A PUBLIC RIGHT-OF-WAY SHALL BE COORDINATED WITH THE APPROPRIATE TRANSPORTATION AGENCY AND SHALL MEET THAT AGENCY AND THE REQUIREMENTS OF ANY RIGHT-OF-WAY OR SPECIAL USE PERMITS.

THE CONTRACTOR SHALL COORDINATE ALL LIVE TAPS AND ANY OTHER WORK OR MANIPULATION OF THE EXISTING WATER SYSTEM WITH THE CITY.

CONSTRUCTION AS DIRECTED OR APPROVED BY

19. THE CONTRACTOR IS REQUIRED TO TAKE ALL

DEBRIS ARE RELEASED FROM THE SITE. ANY

THE CONTRACTOR'S EXPENSE.

20 CONTRACTOR SHALL COORDINATE ALL

PRECAUTIONS NECESSARY TO INSURE THAT NO STORM WATER/SEDIMENT AND/OR CONSTRUCTION

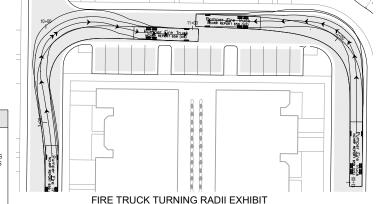
RELEASES SHALL BE CLEANED AND MITIGATED AT

- OR CROSSES AND THEIR ASSOCIATED REDUCERS AS SHOWN ON THE PROJECT PLANS. PRECAUTIONS TO MITIGATE ANY POSSIBLE EROSION PROBLEMS IN THE TRENCHES DUE TO STORM WATER 22. CONTRACTOR SHALL PROVIDE ALL NECESSARY
- NEEDED TO MEET THE REQUIRED GRADES THE CONTRACTOR SHALL INSTALL AND MAINTAIN AL EROSION CONTROL MEASURES AS DETAILED IN THE PROJECT PLANS UNTIL FINAL ACCEPTANCE OF THIS PROJECT. 18 THE CONTRACTOR SHALL INSTALL AND MAINTAIN ALL ALIGNMENTS AND COVER REQUIREMENTS 23. THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF HYRUM FOR ALL UTILITY INSPECTIONS PRIOR TO BACKFILLING.
 - 24. ALL WATER SYSTEM COMPONENTS SHALL BE INSTALLED, PRESSURE TESTED, AND CHLORINATED PRIOR TO COMPLETING ANY ROADWAY CONSTRUCTION.

FITTINGS, HARDWARE, LABOR, ETC TO CONSTRUCT

VERTICAL AND HORIZONTAL BENDS IN PIPE AS

25. ONE MYLAR AND ONE PAPER SET OF AS-BUILTS SHALL



200 EAST STREET

FND HYRUM CITY — SURVEY MONUMENT AT INTERSECTION OF E 100 N AND N

OPEN SPACE STATEMENT

HOA (HOME OWNERS ASSOCIATION) SHALL RETAIN AND MAINTAIN

ALL ROADWAY, CURBING, SIDEWALK AND LANDSCAPING WITHIN THE PROPERTY BOUNDARY

THE PROVENT FBUODARY
- SEWER SERVICE LATERALS
- WATER SERVICE LINES
- ALL STORM DRAINAGE PIPING, STRUCTURES AND FACILITIES
- OPEN SPACE FACILITIES, FURNITURE AND STRUCTURES

DEVELOPER SHALL BEAR THE BURDEN OF INSTALLATION OF ALL UTILITIES AND THE CITY OF HYRUM WILL MAINTAIN THE FOLLOWING UTILITIES FOLLOWING COMPLETION OF

- ALL ROADWAY, CURBING, SIDEWALK AND LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY - SEWER MANHOLES AND MAIN PIPING - WATER MAIN AND FIRE HYDRANTS

SITE DATA

PARCEL NUMBER

SITE AREA: 162,198 SF (3.72 AC) OPEN SPACE: 75.051 SF (1.72 AC)(46%)

R-2. RESIDENTIAL MULTI-FAMILY ZONING:

PROJECT INFO

APPLICANT/CLIENT: DAVID MADSEN 5920 100TH ST SW, STE 25 LAKEWOOD, WA 98499 CONTACT: LANDON BEYLER, PI TEL: 253-984-2900

OWNER: MICHAEL D TR NIELSEN SURVEYOR: GARDNER ENGINEERING 43 N 300 E 5150 SOUTH 375 EAST

HYRUM, UT 84319-1347 TEL: 801-916-6366 CONTACT: KLINT H. WHITNEY PLS TEL: 801-476-0202

UTILITIES

HYRUM CITY CULINARY WATER AUTHORITY GRAVITY HYRUM CITY SEWER AUTHORITY HYRUM CITY POWER

LEGAL DESCRIPTION

ALL OF LOTS 1, 7, 8 OF BLOCK 22 PLAT A HYRUM CITY SURVEY. ALSO BEING A PART OF THE NORTHWEST QUARTER OF SECTION 4 TOWNSHIP 10 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE

SHEET INDEX

STORM DRAINAGE DETAILS

STORM DRAINAGE DETAILS ROADWAY PROFILES AND SECTIONS

PROPERTY SURVEY FOR DAVID MADSEN

CITY ENGINEER APPROVAL

CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE IN

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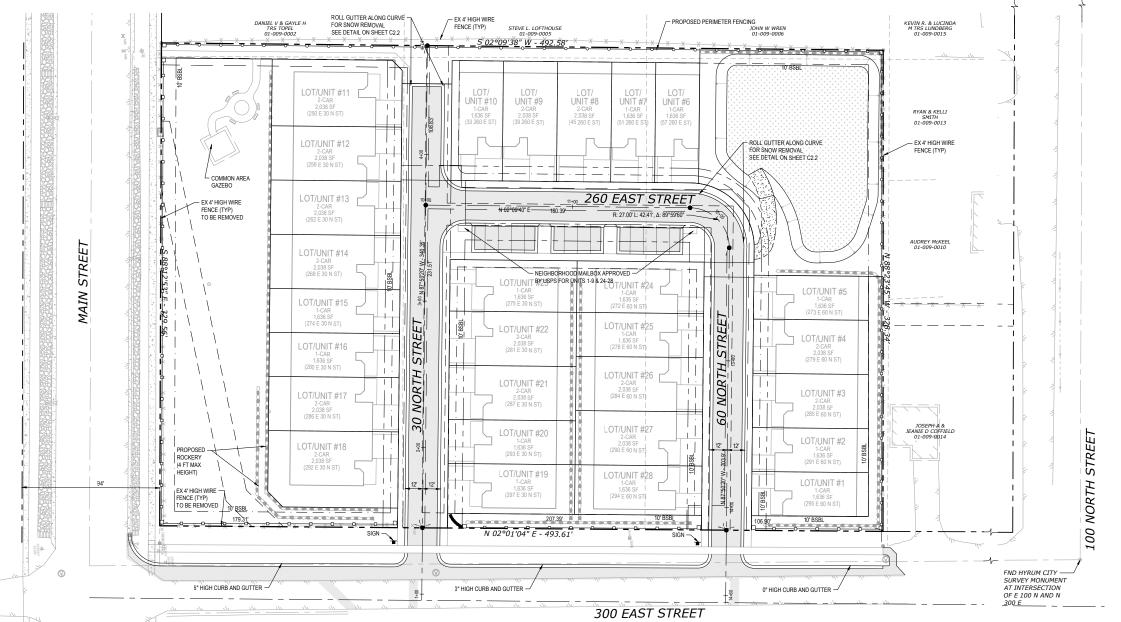
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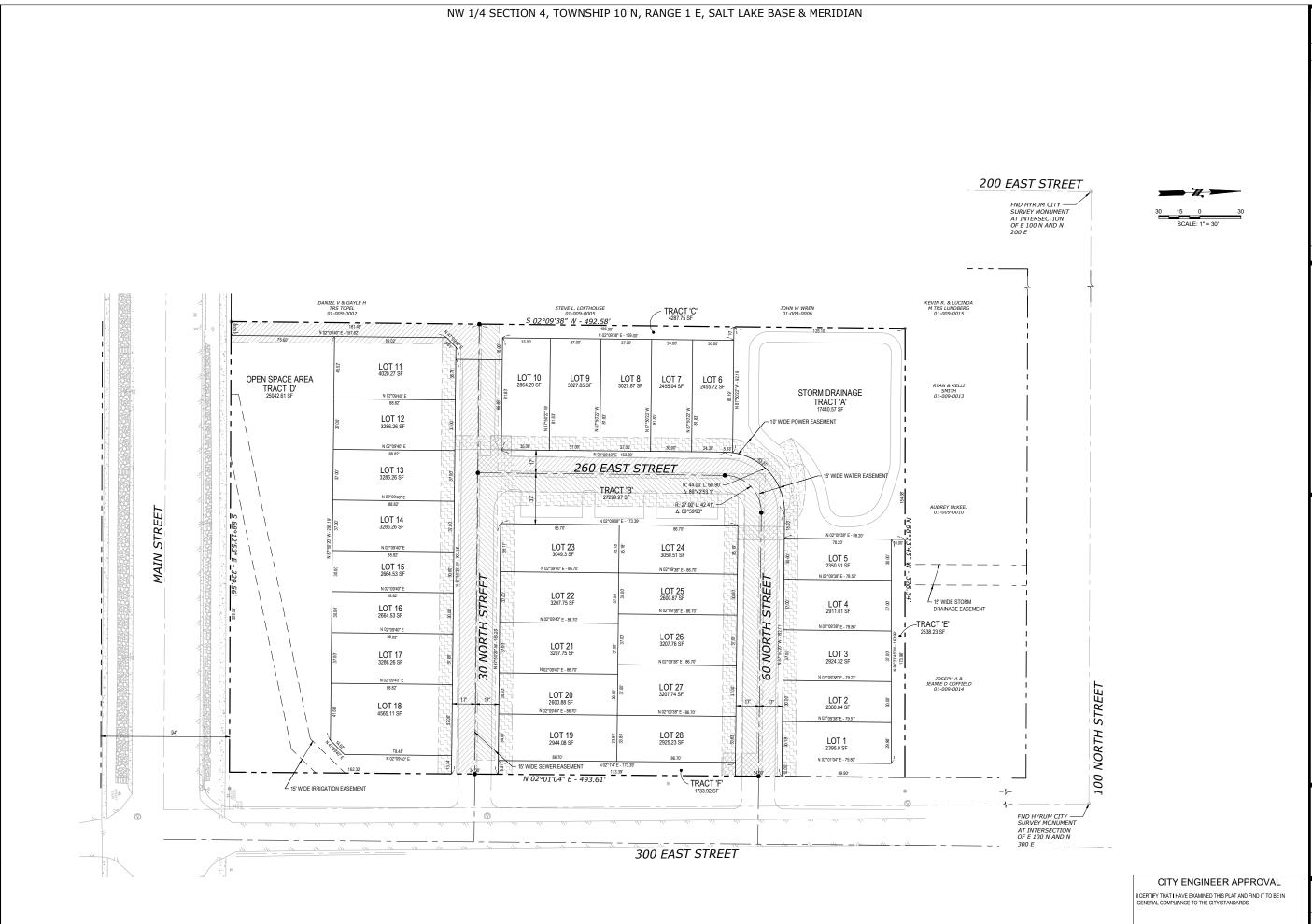
Valley

Harvest

Plan.

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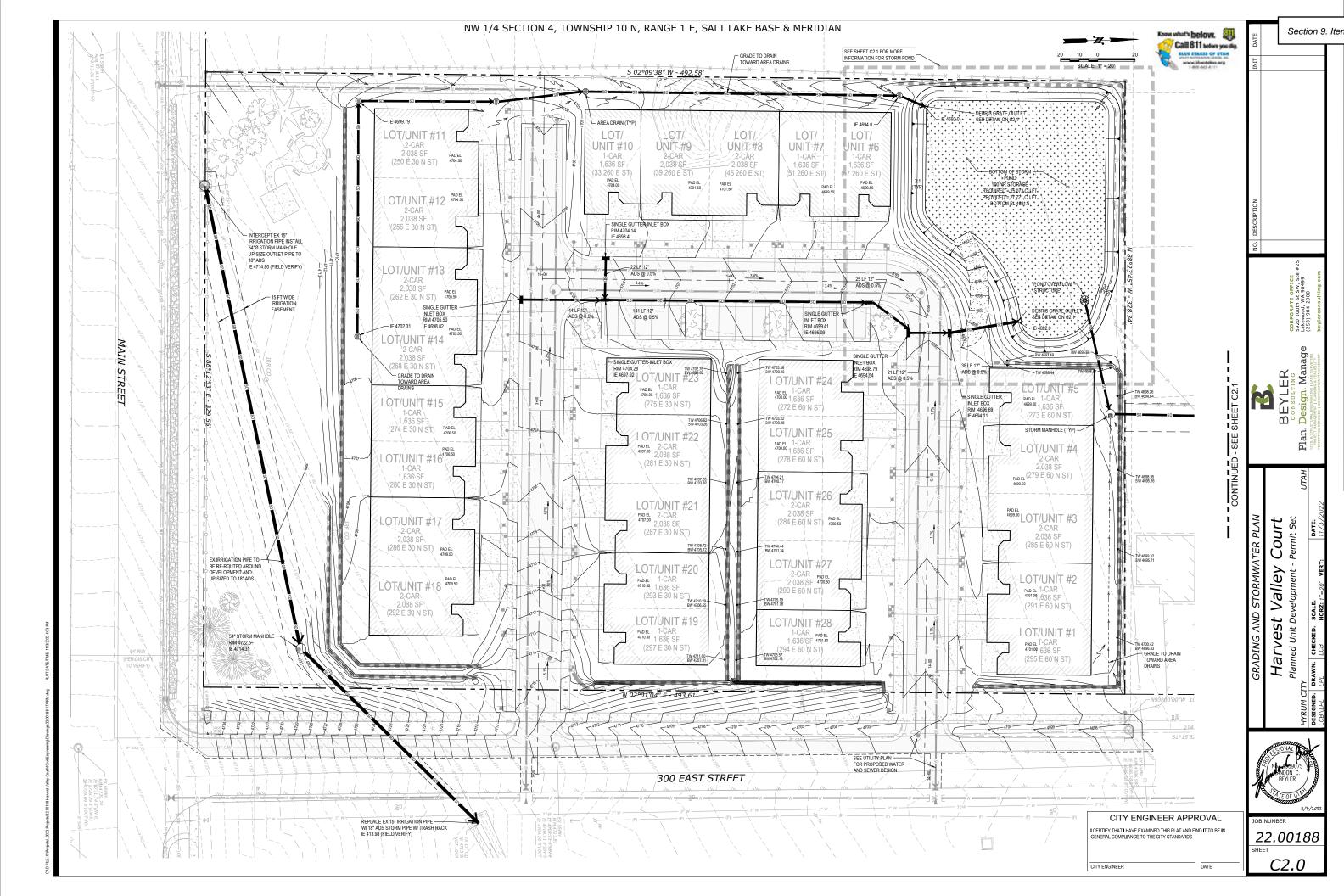
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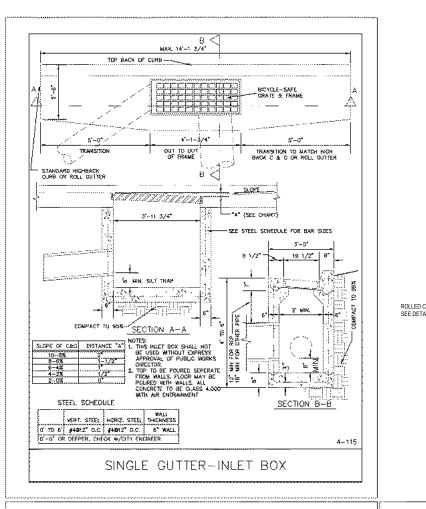
Harvest Valley Planned Unit Development -

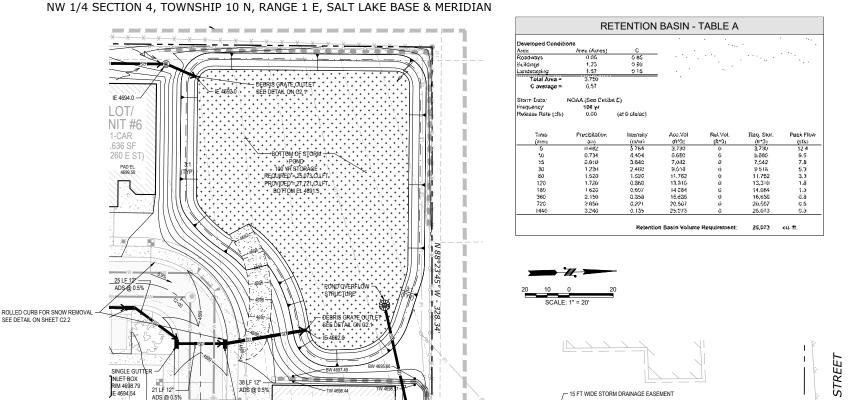


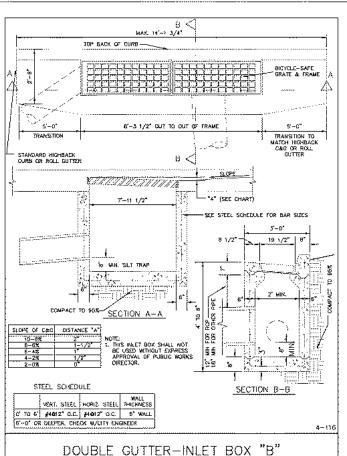
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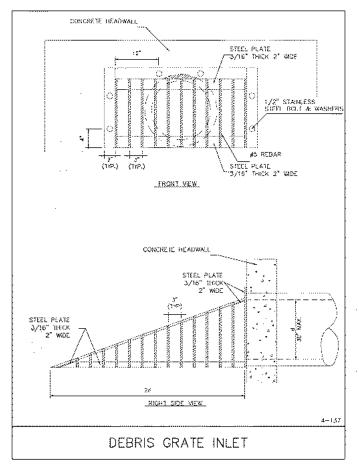
CITY ENGINEER











ADS @ 0.5%

ADS @ 0.5%

SINGLE GUTTER

STORM RETENTION POND PLAN

INLET BOX RIM 4696.69

PAD EL 1-CAR \ 4699.00 1,636 SF

(273 E 60 N ST)

STORM MANHOLE (TYP)

GENERAL NOTES THE SITE GENERALLY SLOPES NORTHWESTERLY TOWARDS THE PROPOSED STORM RUNOFF GENERATED FROM THE PROPOSED DEVELOPMENT WILL BE CONVEYED AND CAPTURED IN THE RETENTION BASIN AS FOLLOWS: A. DOWNSPOUTS FROM ROOF AREAS WILL BE DIRECTED TO LANDSCAPE AREAS OR STREETS. B. LANDSCAPE AREAS WILL SHEET FLOW TO SWALES AND COLLECTED BY AREA DRAINS AND CARRIED TO THE RETENTION BASIN THROUGH UNDERGROUND PIPING. C. FRONT YARDS, DRIVEWAYS, AND PORCHES WILL FLOW TO STREETS WHERE CURB AND GUTTER WILL CHANNEL THE FLOW TO CURB INLETS AT INTERSECTIONS AND LOW POINTS. UNDERGROUND PIPING INTERCONNECTING THE INLETS WILL DISCHARGE RUNOFF INTO THE PIPE AND RETENTION BASIN SIZING WAS PERFORMED USING THE RATIONAL METHOD (Q = C * I * A) WHERE: Q = DESIGN FLOW IN CUBIC FEET PER SECOND (CFS) B. C = RUNOFF COEFFICIENT WHICH REPRESENTS THE PERCENT OF PRECIPITATION THAT WILL CONTRIBUTE AS RUNOFF. C. I = RAINFALL INTENSITY IN INCHES PER HOUR (IN/HR) A = DRAINAGE AREA IN ACRES THE 100 YEAR - 24 HOUR STORM EVENT WAS USED TO SIZE THE RETENTION BASIN AS SHOWN HEREON IN TABLE A. NO INFILTRATION WAS UTILIZED WHEN DETERMINING THE VOLUME REQUIRED TO RETAIN THE DESIGN STORM EVENT.

15 FT WIDE STORM DRAINAGE EASEMENT

12" ADS STORM PIPE @ 0.5% MIN -

AND PROVIDE STORM DRAINAGE EASEMEN

STORM OVERFLOW PIPE TO DRAINAGE DITCH PLAN

OUTLET 12" STORM PIPE -

INTO EXISTING DRAINAGE DITCH

PROVIDE RIP RAP OUTLET PAD

STORM INTENSITIES USED IN THIS STUDY AREA ARE TAKEN FROM THE NATIONAL WEATHER SERVICE'S PRECIPITATION FREQUENCY DATA SERVER. INTENSITIES FOR THE 100 YEAR STORM ARE SHOWN IN TABLE A. A COMPREHENSIVE STORM DRAINAGE STUDY WILL BE PROVIDED AS PART OF THE FINAL PLAT SUBMITTAL.

CITY ENGINEER APPROVAL

I CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE IN GENERAL COMPLIANCE TO THE CITY STANDARDS

CITY ENGINEER

Section 9. Iter

Know what's below. Call 811 before you do BLUE PERSON OF STREE

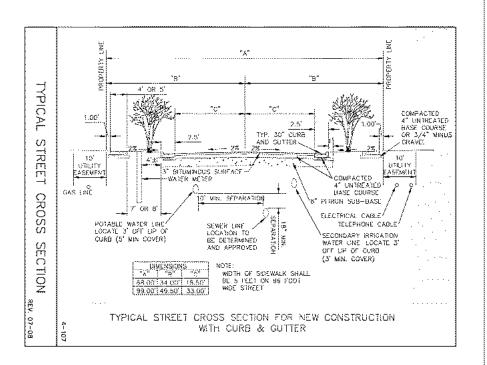
CORPORATE OFFICE 5920 100th St SW, Ste : Lakewood, WA 98499 (253) 984-2900

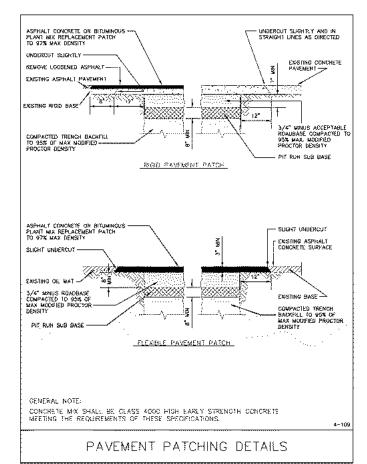
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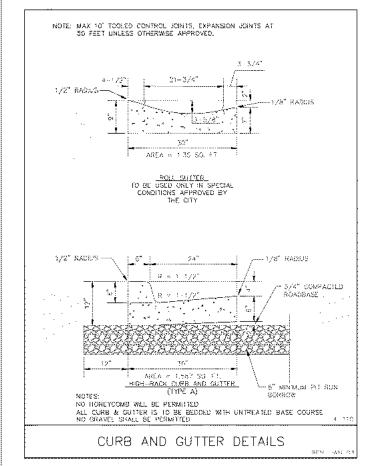
Court Set

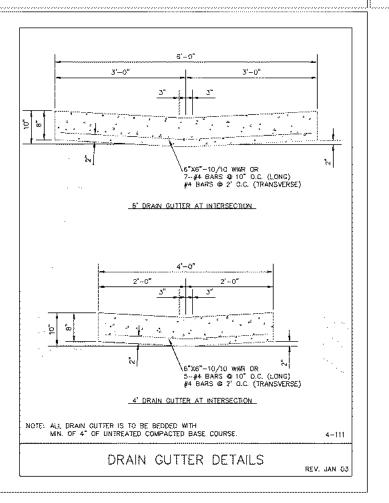
Valley Planned Unit Dev Harvest

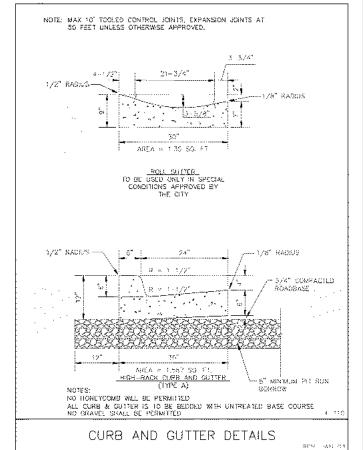
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Harvest Valley

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Plan.

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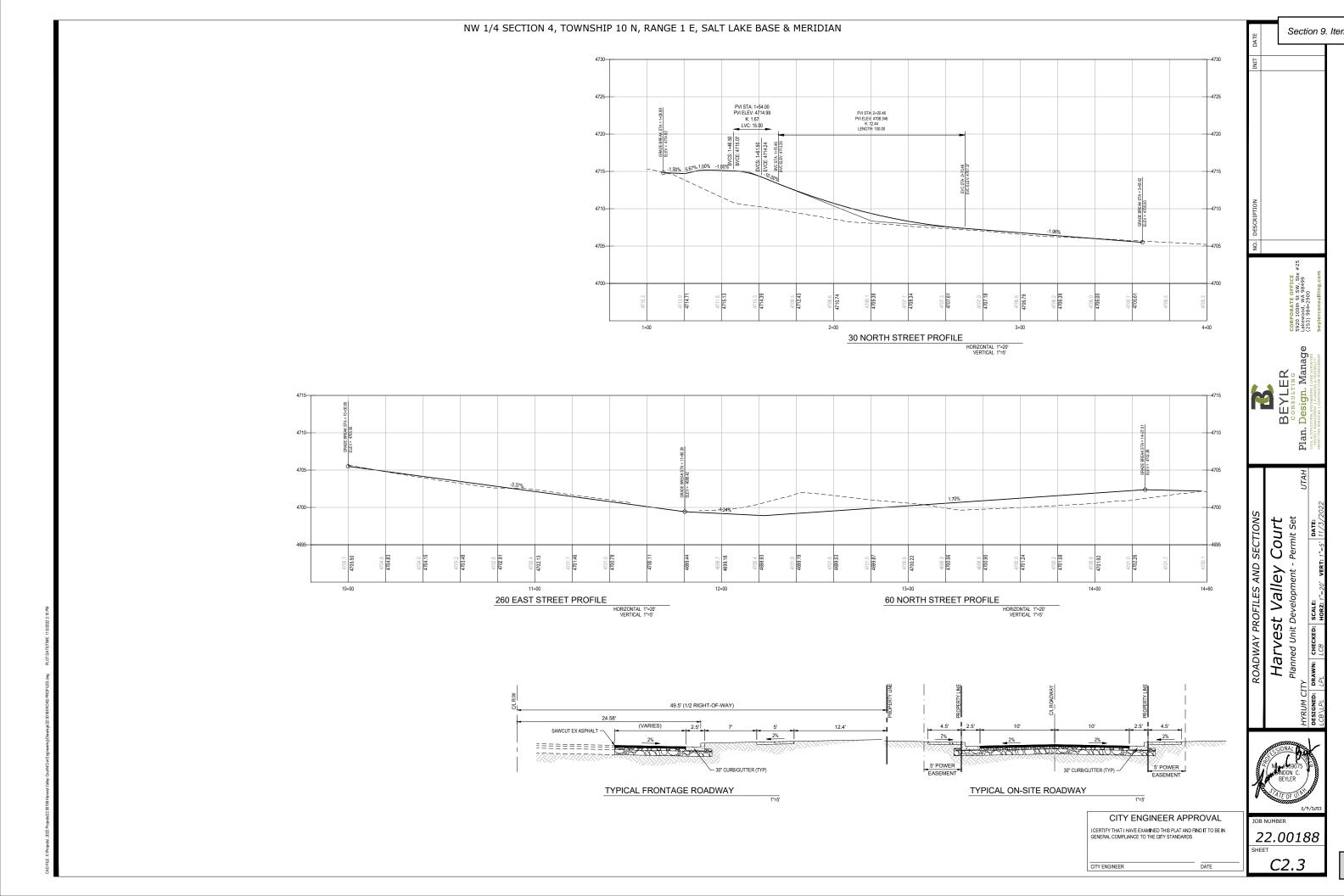
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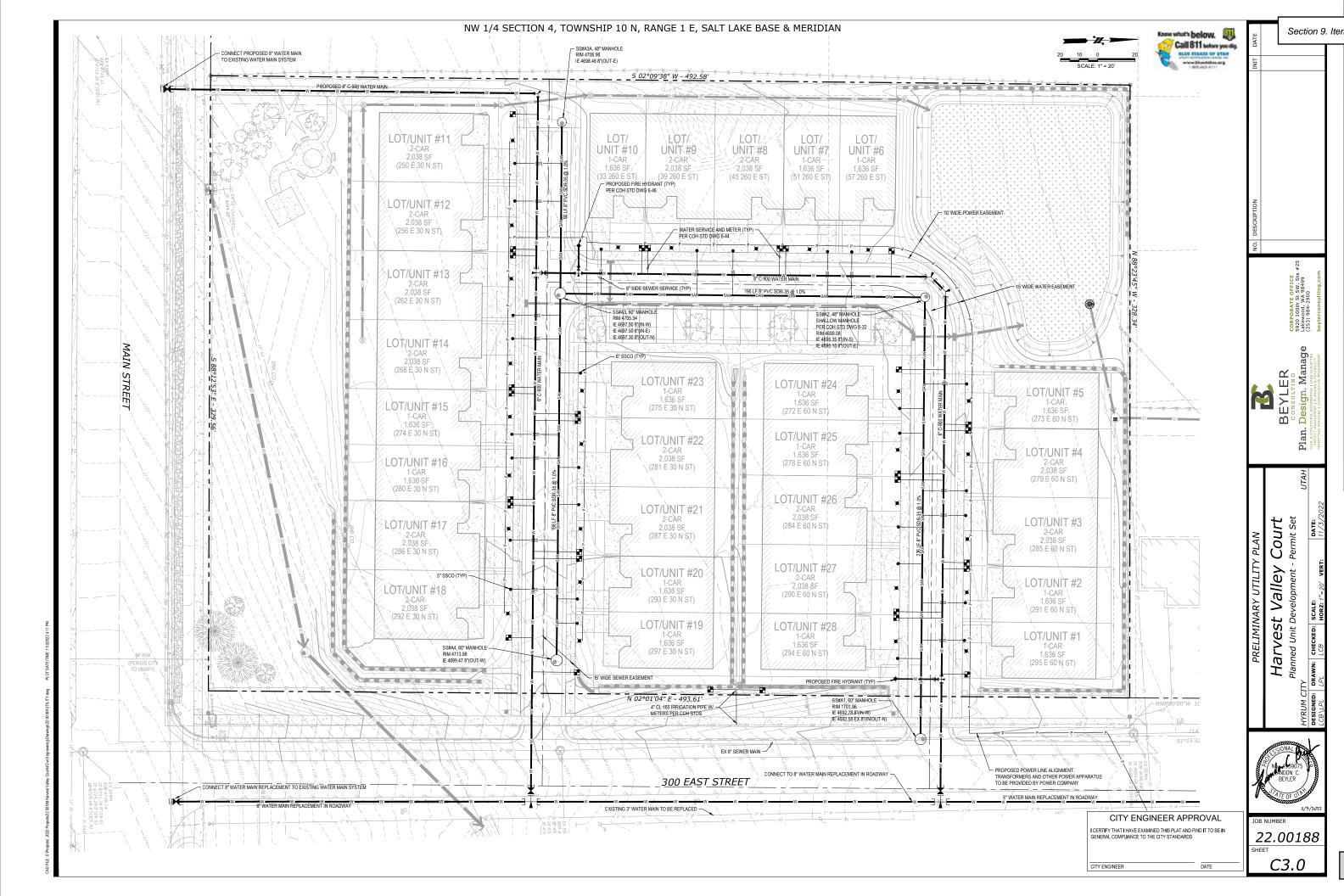
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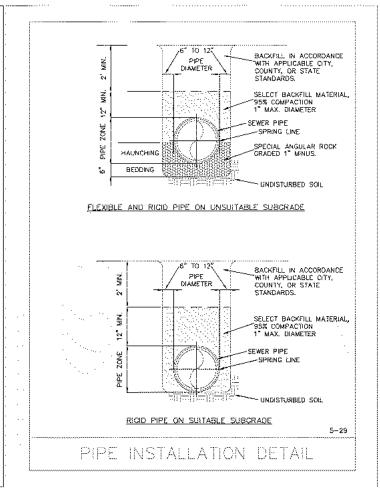
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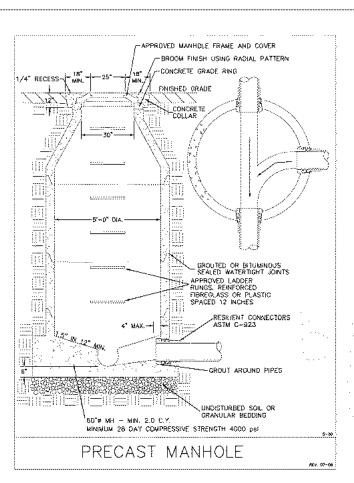
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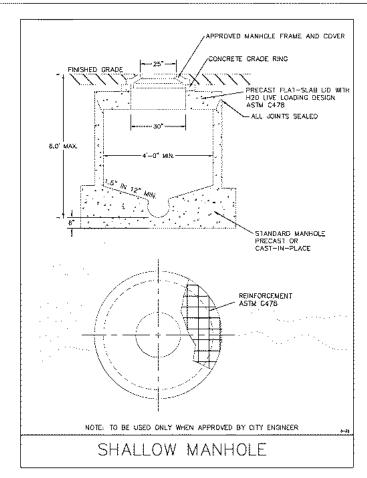
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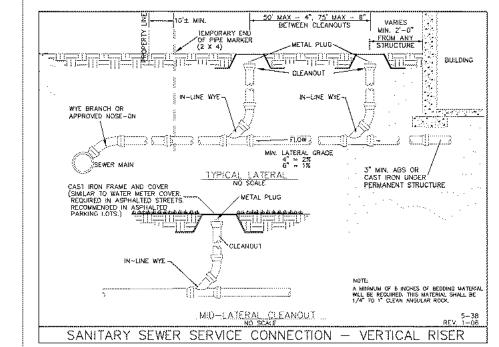












CONSTRUCTION NOTES

- ALL WATER LINE SERVICES TO BE 1-INCH COPPER WITH 18 INCH X 48 INCH ABS OR PVC METER BARRELS. LIDS TO HAVE 2-INCH DIA HOLES. ALL METERS TO BE LOCATED WITHIN THE PARK STRIP. SEE HYRUM STANDARD DRAWING 6-44.
- ALL WATER LINES TO HAVE A MINIMUM COVER OF 5 FEET. INSTALL FIRE HYDRANT PER HYRUM
- SEWER SERVICES SHALL BE 4-INCH SDR-35 PVC PER HYRUM STANDARD DRAWINGS 5-36 THROUGH 38
- SEWER SERVICES TO EXTEND 10 FEET INSIDE LOT LINES WITH A 2x4 MARKING THE END.
- TOP ELEVATIONS ARE APPROXIMATE AND ALL MANHOLES ARE TO BE ADJUSTED TO FINISHED GRADE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND FEES REQUIRED FOR THE
- ALL CATCH BASINS SHALL BE PER HYRUM STANDARD 4-115 AND 4-117
- CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO BEGINNING EXCAVATION.
- 12. SHUT-OFF VALVES FOR CULINARY WATER LINES ARE REQUIRED AND TO BE INSTALLED AT LOT LINES.
- 13. THE VALVE FOR THE HYDRANTS SHALL BE LOCATED NEXT TO THE MAIN LINE.
- CONCRETE COLLARS SHALL BE REQUIRED AROUND ALL WATER VALVES. ROUND FOR POTABLE WATER AND SQUARE FOR IRRIGATION.
- CONTRACTOR TO FIELD VERIFY EXISTING SEWERE INVERTS PRIOR TO BEGINNING CONSTRUCTION
- SEE HYRUM STANDARD DRAWING 4-110 FOR CURB AND GUTTER DETAIL.
- SEE HYRUM STANDARD DRAWING 4-112 FOR HANDICAP RAMP DETAIL

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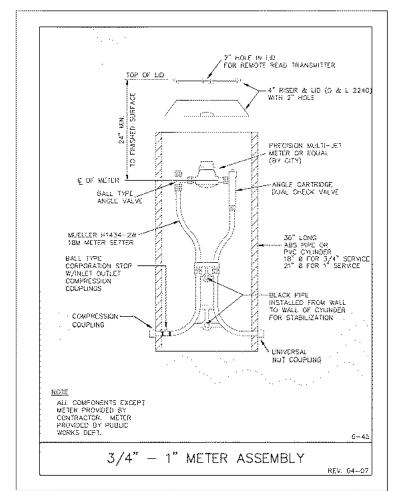
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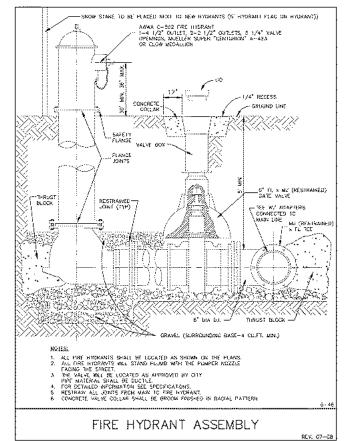
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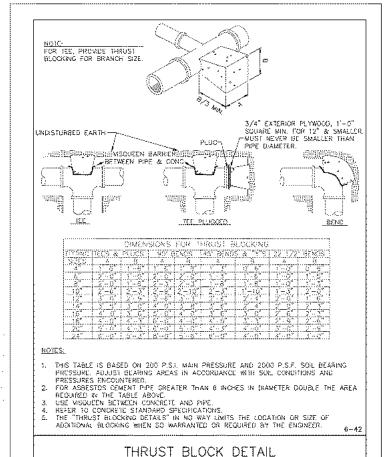
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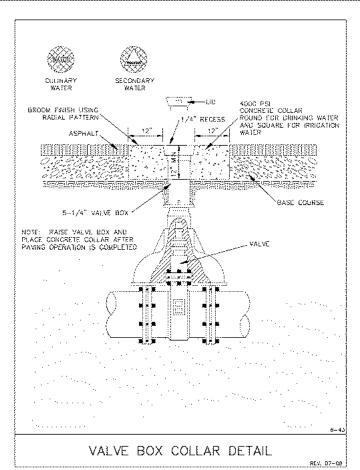
CITY ENGINEER APPROVAL

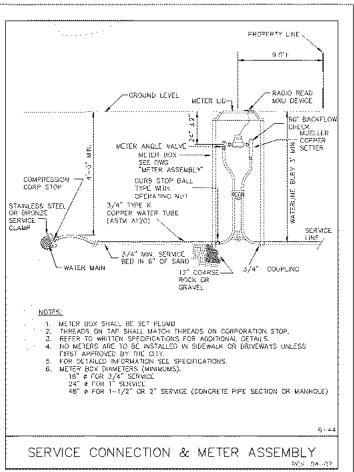
NW 1/4 SECTION 4, TOWNSHIP 10 N, RANGE 1 E, SALT LAKE BASE & MERIDIAN

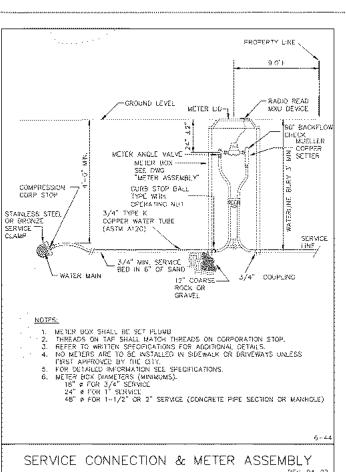


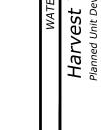














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CITY ENGINEER

CITY ENGINEER APPROVAL I CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE IN GENERAL COMPLIANCE TO THE CITY STANDARDS

Court Permit Set DATE Valley

CORPORATE OFFICE 5920 100th St SW, Ste Lakewood, WA 98499 (253) 984-2900

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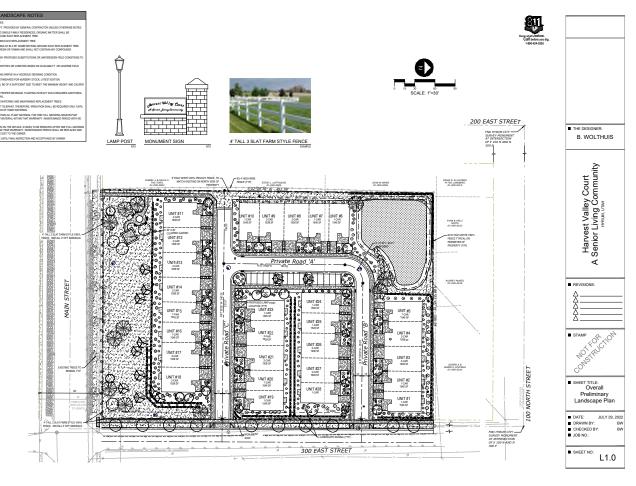
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ALONG SOUTH AND EAST BOUNDARIES

Section 9. Iter

BEAR RIVER SOUTH SUBDIVISION FINAL PLAT 750 EAST 730 NORTH CITY COUNCIL MEETING NOVEMBER 17, 2022

Summary: Bear River Health Department is seeking final plat approval for a subdivision of Parcel 03-204-1002. The current 3.56 acre parcel is to be divided into two commercial lots. Lot 1 is to be 2.43 acres and Lot 2 is to be 0.52 acres. 0.61 acres is to be dedicated to Hyrum City as public right of way. This lot is a remainder of the previous subdivision, Scenic Mountain P.U.D.

ZONING: C-1 Commercial

UTILITIES:

Power: Subject to transformer availability

Culinary: Available
Sewer: Available
Irrigation: Not Available

PARKING & ROADS: Paved roads were constructed as part of the PUD

NOTES: A future site plan will be submitted for Bear River Health Department on Lot 1. This subdivision is only to subdivide the existing land. Each lot will be required to submit a full site plan for review at the time of development.

Minor corrections needed on plat.

Electrical component delays for equipment not already ordered are estimated to be 2.5 years.

SURVEYOR'S CERTIFICATE A FINAL PLAT FOR: JEFF C NIFLSEN , DO HEREBY CERTIFY THAT I AM A **Bear River South Subdivision** REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 5152661 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY THAT A PART OF THE NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 33. BY AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT T10N, R1E, S.L.B.&M. OF LAND INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS: BEAR RIVER HYRUM, CACHE COUNTY, UTAH SOUTH SUBDIVISION AND THE SAME HAS BEEN CORRECTLY SURVEYED AND ALL STREETS ARE THE DIMENSIONS SHOWN. NOVEMBER 3, 2022 NORTHEAST CORNER SECTION 33, TOWNSHIP 10 NORTH, RANGE 1 EAST, S.L.B.&M. Boundary Descriptions SUBDIVISION BOUNDARY A PART OF THE SOUTHEAST QUARTER AND NORTHEAST QUARTER OF SECTION GRAPHIC SCALE SUBDIVISION ADDITIONS. A PART OF THE SOUTHEAST QUARTER AND NORTHEAST QUARTER OF SECTION 73, TOWNSHIP 10 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED SOUTH 00'01'36" EAST, A DISTANCE OF 36.42 FEET AND SOUTH 89'59'00" WEST, A DISTANCE OF 69.67 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 33, SAID POINT BEING A HIGHWAY RIGHT-OF-WAY MONUMENT MARKING THE INTERSECTION OF THE WEST LINE OF STATE ROAD 165 AND THE NORTHERLY LINE OF 600 EAST STREET AND RUNNING THENCE SOUTH 3'12'1'35" WEST, ALONG SAID 600 EAST STREET A DISTANCE OF 402.58 FEET; THENCE NORTH 00'1'2'5" WEST, A DISTANCE OF 160.36 FEET; THENCE NORTH 88'36'45" WEST, A DISTANCE OF 177.88 FEET TO THE EAST LINE OF THE SCENIC MOUNTAIN SUBDIVISION PHASE 1; THENCE NORTH OT1'0'05" EAST, ALONG SAID EAST LINE A DISTANCE OF 355.53 FEET; THENCE SOUTH 88'45'56" EAST, A DISTANCE OF 213.22 FEET; THENCE NORTH 34'27'21" EAST, A DISTANCE OF 225.31 FEET TO THE SOUTHERLY BANK OF A DITCH: THENCE RUNNING ALONG SAID DITCH THE FOLLOWING THREE (3) RAILROAD SPIKE CAN YOU MAKE THE Survey Narrative The purpose of this servey was to create a two lot subdivision on parcel 01–030–0001. The survey was opered by Joshua Greer. The control used to grabilish the property corners was the survey monumentation found in the area and by refocing record of survey 2020–3349 preformed by Jeff C. Nielsen. The basis of bearings for this survey was the line between the East quarter corner and the Northeast corner of section 33, 110N, R1E, S.L.B.&M. and was assumed to bear North 00701'36" West. **EASEMENT STRAIGHT** THROUGH? HIGHWAY R.O.W MONUMENT 34'27'21" EAST, A DISTANCE OF 225.31 FEET TO THE SOUTHERLY BANK OF A DITCH: THENCE RUNNING ALONG SAID DITCH THE FOLLOWING THREE (3) COURSES: (1) NORTH 52'08'54" EAST, A DISTANCE OF 36.74 FEET: (2) NORTH 02'44'24" EAST, A DISTANCE OF 32.50 FEET; (3) NORTH 30'24'52" EAST, A DISTANCE OF 28.56 FEET TO SAID WEST LINE OF HIGHWAY 165; THENCE RUNNING ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES: (1) SOUTH 00'01'00" EAST, A DISTANCE OF 82.70 FEET; (2) SOUTH 89'16'50" WEST, A DISTANCE OF 5.00 FEET; (3) SOUTH 00'01'59" EAST, A DISTANCE OF 354.41 FEET TO THE POINT OF BEGINNING. CONTAINING 3.56 ACRES IN TWO LOTS T11N? RECORD OWNERS: Bear River Health Department 655 East 1300 North Logan, Utah 84341 Ś (TYPICAL) 11/3/2022 Lot 1 4400 SOUTH DATE JEFF C. SCENIC MOUNTAIN SUBDIVISION PHASE 1 PROJECT LÒCATION J EAST QUARTER CORNER SECTION 33, TOWNSHIP 10 NORTH, RANGE 1 EAST, S.L.B.&M. 34 RING AND LID MONUMENT GENERAL NOTES: 11/10/2022""11:06:23 AM 750 East Street and 730 North Street are existing streets which are to be dedicated to Hyrum City. PUBLIC LITHITY AND ACCESS EASEMENT ENTRY 1242059, BOOK 2020, PAGE 3349 S89*59'00"W / 36.42' All utilities in 750 East Street and 730 North Street have already been installed. 730 NORTH STREET 69.67 . N85 39 32 W HIGHWAY R.O.W MONUMENT Dominion Energy approves this plat solely for the purpose of confirming that the plat contains public utility easements. Dominion Energy may require other easements in order to serve this development. This approval does not constitute abrogation or woiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set in the owner's dedication and the fault of the contained of the 109.82 60.00 300 NORTH 10.00' P.U.F Vicinity Map Hyrum, Utah EXISTING IRRIGATION BOX **FORESIGHT** ADDRESS TABLE LAND SURVEYING TREET Lot 2 LOT 1 750 EAST 745 NORTH 22554 Sq Ft 0.52 Acres 2005 North 600 West, Logan, Utah Two (2) street trees, having a minimum diameter of one and one half (1 $\frac{1}{2}$) inches, are required per lot. (Four (4) on colors) LOT 2 732 EAST 730 NORTH 435-753-1910 EXISTING IRRIGATION PIPE Project No. 22-266 Prepared by JH, 11/3/22 S LEGEND: PROPERTY LINE SETBACK REQUIREMENTS ARE N88'36'45"W 177.88' PLEASE MAKE EXISTING IRRIGATION BOX 8.00' & 10.00' DIFFERENT FOR COMMERCIAL. FRONT EXISTING IRRIGATION BOX SURE LINESCALE ---- CENTERLINE ——————— PUBLIC UTILITY EASEMENT SETBACK IS 30', SIDE SETBACK IS **MATCHES WHAT ACKNOWLEDGMENT** ---- SETBACK STATE OF UTAH COUNTY OF CACHE SUBJECT TO SITE PLAN REQUIREMENTS IS IN THE FENCE LINE DRAWING. ZONING BOUNDARY THE FOREGOING INSTRUMENT WAS PERSONALLY ACKNOWLEDGED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC THIS ___DAY OF ______, 20___, BY________, WHO PROVED ON BASIS OF SEPARATE SYMBOLS IS THERE A FOUND REBAR Curve # Length Radius Delta Chord Direction Chord Length SECTION MONUMENT BY______SATISFACTORY EVIDENCE TO BE ____ **DELINEATION** SET 5%" REBAR W/CAP ("PRESSENT") 172.22 115.00 85*48'07" N42° 45' 28"W **BETWEEN CITY** 217.14 145.00 85*48'07" N42° 45' 28"W 197.41 AND STATE ROW? ADD SYMBOL TO LEGEND SUBSCRIBED TO THIS INSTRUMENT AND HIM/HER ON BEHALF OF SAID _______ ITS BYLAWS. WITNESS MY HAND AND OFFICIAL SEAL. C3 127.29 85.00 85.48'07" N42. 45' 28"W 115.72 *R−2* ACREAGE TABLE CITY ENGINEER'S CERTIFICATE UTILITY COMPANY APPROVALS OWNERS DEDICATION I CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED AND THAT IT IS CORRECT AND IN ACCORDANCE WITH THE INFORMATION PERCENTAGE THE UNDERSIONED, BEING ALL OWNERS OF RECORD OF THE ABOVE-DESCRIBED PARCEL OF LAND TO BE SUBDIVIDED AND KNOWN AS: BEAR RIYER SOUTH SUBDIVISION AND DO HEREBY DEDICATE THE STREETS AND PUBLIC AREAS SHOWN ON THIS PLAT FOR THE PERPETUAL USE OF THE PUBLIC AND DO HEREBY VEST THE FEE TITLE OF SUCH DEDICATED PARCELS IN AND TO HYRUM CITY, CACHE COUNTY, UTAH. ACRES THE UTILITY EASEMENTS SHOWN ON THIS PLAT ARE APPROVED A NOTARY PUBLIC COMMISSIONED IN UTAH ON FILE IN THIS OFFICE. 155073.60 3.56 100% TOTAL AREA LOTTED AREA 128502.00 2.95 82.87% HYRUM CITY CULINARY WATER AUTHORITY DATE COMMISSION NUMBER - EXPIRES 26773.06 17.13% (SEAL) ROADS 0.61 DATE CITY ENGINEER HYRUM CITY SANITARY SEWER AUTHORITY 0.00% NULL DATE OPEN SPACE ∘ NULL O NULL COUNTY RECORDER'S NO. I/WE. HAVE EXECUTED THIS PLAT AND DEDICATION THE_____ ___DAY OF__ CITY COUNCIL APPROVAL STATE OF UTAH. COUNTY OF HYRUM CITY POWER DATE . RECORDED AND FILED PLANNING COMMISSION APPROVAL CITY ATTORNEY APPROVAL -LAND USE AUTHORITY-AT THE REQUEST OF: __ PRESENTED TO THE HYRUM CITY COUNCIL THIS DAY OF A.D. 20 , AT WHICH TIM THIS SUBDIVISION WAS APPROVED AND ACCEPTED. I CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE PLAT AS TO FORM AS REQUIRED BY STATE LAW AND CITY COMCAST DATE ORDINANCE THIS __ DAY OF PRINT PRINT ABSTRACTED__ DOMINION ENERGY DATE FILED IN: FILE OF PLATS COUNTY RECORDER

HYRUM CITY ATTORNEY

OWEST

DATE

ATTEST

CHAIRPERSON

MAYOR

RESOLUTION 22-19

A RESOLUTION AMENDING AND ADOPTING THE CANYON CAMPGROUND RENTAL FEE SCHEDULE.

WHEREAS, Hyrum City owns recreational property in Blacksmith Fork Canyon known as the Canyon Campground; and

WHEREAS, Hyrum City allows this property to be rented for short term camping; and

WHEREAS, Hyrum City's Canyon Campground provides electrical and water hookups, a restroom area, and pavilion; and

WHEREAS, after reviewing the rental fees for the campground and the amenities it offers, City Staff is recommending increasing rental fees.

NOW, THEREFORE, be it resolved that the Hyrum City Council hereby approves and adopts the Hyrum City Canyon Campground Rental Fee Schedule as follows:

RENTAL FEE PER SPACE PER NIGHT Hyrum City Resident \$20.00 Nonresident \$40.00

No refund or credit will be given for cancelled reservations.

These fees may be revised from time to time by resolution.

BE IT FURTHER RESOLVED, that this resolution shall become effective upon adoption.

ADOPTED AND PASSED by the City Council this $17^{\rm th}$ day of November, 2022.

HYRUM CITY

Stephanie Miller Mayor

ATTEST:

Stephanie Fricke City Recorder

RESOLUTION 22-20

A RESOLUTION AUTHORIZING BOARD MEMBER MAYOR STEPHANIE MILLER TO RECEIVE COMPENSATION FOR SERVICE ON THE BOARD OF DIRECTORS OF THE UTAH LOCAL GOVERNMENTS TRUST.

WHEREAS, Mayor Stephanie Miller ("Board Member") is serving as a member of the board of directors (the "Board") for the Utah Local Governments Trust (the "Trust"), an interlocal agency formed pursuant to Utah Code Section 11-13-101, et. seq.; and

WHEREAS, Mayor Stephanie Miller ("Governing Body), pursuant to section 11-13-403(1)(e), after reviewing the duties and responsibilities of Board Member's service on the Board has determined that Board Member's receipt of compensation for services rendered to the Board are appropriate.

THEREFORE, after discussion in a public meeting held November 17, 2022, it is hereby:

RESOLVED, by Governing Body that Board Member's receipt of compensation in the amount of \$300.00 per Board meeting attended, and, if applicable, \$150.00 for any executive committee attended is hereby approved, together with \$3,086 of group insurance benefits received by virtue of Board Member's service on the Board.

ADOPTED AND APPROVED this 17th day of November, 2022.

	HYRUM CITY
	Stephanie Miller
	Mayor
ATTEST:	

Stephanie Fricke City Recorder

INTERLOCAL COOPERATION AGREEMENT BETWEEN CACHE COUNTY AND PARTICIPATING MUNICIPALTIES OF CACHE COUNTY FOR CREATION OF AN INTERLOCAL ENTITY FOR COUNTY AND MUNICIPAL SOLID WASTE DISPOSAL

THIS INTERLOCAL COOPERATION AGREEMENT ("Interlocal Agreement") is made and entered into this _____ day of ______, 2022, by and between the Cache County, a political subdivision and county of the State of Utah (the "County") and the undersigned Public Entities as set forth on the signature pages attached hereto (the "Municipalities") for the creation, management, and administration of **The Cache Waste Consortium** (the "Consortium"). The County and Municipalities are also referred to in this agreement from time to time as the "Parties."

WITNESSETH:

WHEREAS, CACHE COUNTY is a political subdivision and County of the State of Utah, acting by and through its County Council, the governing body thereof (the "County"), and is vested with authority under the Solid Waste Management Act, at Utah Code section 19-6-503, to supervise and regulate the collection, transportation, and disposition of solid waste generated within its jurisdiction, and to provide a solid waste management facility to adequately handle solid waste generated or existing within or without its jurisdiction; and

WHEREAS, the several Municipalities of Cache County (the "Municipalities"), acting by and through their respective Town or City Councils are likewise vested with authority under the Solid Waste Management Act, at Utah Code section 19-6-503, to supervise and regulate the collection, transportation, and disposition of solid waste generated within their respective jurisdictions, and to provide a solid waste management facility to adequately handle solid waste generated or existing within or without their respective jurisdictions; and

WHEREAS, the purpose of Utah's Interlocal Cooperation Act is "to permit local governments to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide

services and facilities in a manner and under forms of government organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities" and "to provide the benefit of economy of scale . . . for the overall promotion of the general welfare of the state," Utah Code Section 11-13-102; and

WHEREAS, the Interlocal Cooperation Act therefore expressly permits "[a]ny power, privilege, or authority exercised or capable of exercise by a [local government to] be exercised and enjoyed jointly with any other [local government] having the same power, privilege, or authority," Utah Code Section 11-13-201; and

WHEREAS, the County and the Municipalities (the "Parties" and each individually as a "Party") have previously entered into interlocal cooperation agreements for the management of municipal solid waste from time to time; and

WHEREAS, the County and the Municipalities desire to continue to cooperate with each other in the management of municipal solid waste by creating an interlocal entity, The Cache Waste Consortium (the "Consortium"); and,

WHEREAS, the Parties wish to establish this Interlocal Cooperation Agreement for the creation, management, and administration of the Consortium for the purpose of collecting fees, contracting with solid waste collection service providers, and setting policies and regulations for the same;

NOW, THEREFORE, in consideration of the foregoing, the Parties, intending to be legally bound and having authority under the Interlocal Cooperation Act, hereby agree that it is to their mutual advantage to adopt this Interlocal Cooperation Agreement for the purposes of creating, managing, and administering the Cache Waste Consortium.

NOW, THEREFORE, THE SIGNATORY PARTIES OF THIS AGREEMENT AGREE AS FOLLOWS:

1) PURPOSE

The purpose and intent of this Interlocal Agreement is to facilitate the creation, establishment, management, and administration of an interlocal entity for the purpose of solid waste collection and processing within the unincorporated area of Cache County and the areas contained in the Municipalities that are party to this Interlocal Agreement.

2) CREATION OF ENTITY

The interlocal entity "The Cache Waste Consortium" is hereby legally created and will be duly registered with the appropriate authorities by the Parties contemporaneously with the execution of this Interlocal Agreement.

3) GEOGRAPHICAL AREA INCLUDED IN THE DISTRICT

The geographic area to be included in the boundary of the Consortium created by this Interlocal Agreement is the unincorporated area of Cache County and the areas contained within the Municipalities that are party to this Interlocal Agreement (the "Service Area").

4) TERM OF AGREEMENT

The Consortium is hereby authorized to begin to exercise its powers under this interlocal agreement and provide services at the time this interlocal agreement is executed by Cache County, Millville, Nibley, Hyrum, Paradise, River Heights, North Logan, Hyde Park, Amalga, Wellsville, Mendon, Newton, Clarkston, and Trenton, and approved by their several legislative bodies. This Interlocal Agreement will terminate on December 31, 2030. This Interlocal Agreement will automatically renew, with no action required from the Parties, for an additional five-year term at each expiration date.

5) GOVERNING STRUCTURE

i) Composition

The business and affairs of the Group will be governed by a Governing Board of the Consortium (the "Board") and an Executive Committee. The Board will be composed of one representative from each party to this agreement: Cache County, Millville, Nibley, Hyrum, Paradise, River Heights, North Logan, Hyde Park, Amalga, Wellsville, Mendon, Newton, Clarkston, and Trenton. Board members will be mayors whose municipalities

are Parties to this Interlocal Agreement or their designees, drawn from their respective elected bodies.

The Executive Committee will be composed of five representatives appointed by the Governing Board of the Consortium. Members of the Executive Committee will be chosen such that there will be one member each from the North, South, West, East, and County respectively.

ii) Executive Committee Terms

The initial Executive Committee members will begin their service when they are appointed as set forth in the "Composition" paragraph of this Section 5 of the Interlocal Agreement. Regardless of when the initial Executive Committee members are appointed, the length of the initial Executive Committee members' terms will be measured from January 1, 2023. In order for there to be staggered terms among Committee members, at its first meeting the Committee will determine by lot which initial Committee members will serve a 1-year term and which initial Committee members will serve a 2-year term.

A person may serve on the Committee for an unlimited number of terms. After the 1- or 2-year term of the initial Committee members, anyone appointed to the Committee will serve a 2-year term. Upon the expiration of a Committee member's term, a replacement Committee member will be appointed in the manner described in the "Composition" paragraph of this Section 5 of the Interlocal Agreement. If a Committee member leaves elected office as mayor, county executive, or county council member prior to the expiration of his or her term on the Committee, the person selected to replace the Committee member as mayor, county executive, or county council member will fill the remainder of that Committee member's term on the Committee.

iii) Officers

The Governing Board officers shall consist of a chair and vice chair. At the Board's first meeting of each calendar year, the members of the Board will nominate members to serve as chair and vice chair. Thereafter, by majority vote, the members of the Board will select from among those nominated a chair and vice chair for that year. The chair of the Board will conduct meetings and sign all documents authorized by the Board. If the chair is unavailable, the vice chair of the Board may conduct meetings and

sign documents authorized by the Board. Clerk duties for the Board will be provided by an executive assistant appointed by the Board.

iv) Quorum and Voting

A quorum of the Board will consist of not less than one half of the total members of the Board. Board members participating in a Board meeting electronically will count toward a quorum and deemed present at the meeting. If less than a majority of the members is present at a meeting of the Board, a majority of members present must adjourn the meeting until a quorum is present. Action of the Board requires a vote by a majority of Board members, not merely the vote of a majority of a quorum. No Board member may vote or otherwise act by proxy at any meeting of the Board.

v) Meetings

The Board will hold meetings as necessary but must hold no fewer than two meetings per year. Board meetings will be open to the public to the extent required by Utah law governing open and public meetings.

vi) Parliamentary Procedure

The Board will adopt bylaws and procedure for the conduct of meetings, and will be empowered to amend these bylaws as needed from time to time.

6) POWERS OF THE CONSORTIUM

The Consortium is empowered to exercise, through its Board the powers delegated to it by the Parties. Subject to Section 21 below, and with the terms in this Section 6 having the meanings given to them in Utah's Solid Waste Management Act, the Parties agree and delegate to the Board the authority to do the following:

- (1) Enter into a short- or long-term agreement to provide for or operate a solid waste management facility with another public entity; a public agency, as defined in Utah Code section 11-13-103; a private person; or a combination of public entities, public agencies, and private persons;
- (2) Levy and collect a fee or charge or require a license as may be appropriate to discharge its responsibility for the acquisition, construction, operation, maintenance, and/or improvement of a solid waste management facility, including licensing a private collector operating within its jurisdiction;

- (3) Pledge, assign, or otherwise convey as security for the payment of bonds, revenues and receipts derived from the sale or contract or from the operation and ownership of a solid waste management facility or an interest in it;
- (4) Issue a bond according to Title 11, Chapter 14, Local Government Bonding Act;
- (5) Issue industrial development revenue bonds according to Title 11, Chapter 17, Utah Industrial Facilities and Development Act, to pay the costs of financing a project consisting of a solid waste management facility on behalf of an entity that constitutes the users of a solid waste management facility project within the meaning of Section 11-17-2;
- (6) Agree to construct and operate or to provide for the construction and operation of a solid waste management facility project, which project manages the solid waste of a public entity or private person, according to one or more contracts and other arrangements provided for in a proceeding according to which a bond is issued; and
- (7) Issue a bond to pay the cost of establishing reserves to pay principal and interest on the bonds as provided for in the proceedings according to which the bonds are issued.
- (8) Agree that, according to Utah Code section 19-6-505, the exclusive right to collect, transport, and dispose of solid waste within its jurisdiction may be assumed by:
 - a. another public entity;
 - b. a private person; or
 - c. a combination of persons;
- (9) Determine and control the joining of additional municipalities to the Consortium;
- (10) Adopt and Amend bylaws and procedures of the Board and Executive Committee;
- (11) Develop, adopt and amend the budget of the Consortium.
- (12) Supervise and regulate the collection, transportation, and disposition of solid waste generated within the jurisdiction of each Party;

- (13) Provide a solid waste management facility to adequately handle solid waste generated or existing within or without the jurisdiction of each Party;
- (14) Assume, by agreement, responsibility for the collection and disposition of solid waste whether generated within or without its jurisdiction;
- (15) Require that solid waste generated within its jurisdiction be delivered to a solid waste management facility;
- (16) Control the right to collect, transport, and dispose of solid waste generated within its jurisdiction;
- (17) Accept and disburse funds derived from a federal or state grant, a private source, or money that may be appropriated by the Legislature for the acquisition, construction, ownership, operation, maintenance, and improvement of a solid waste management facility;
- (18) Contract for the lease or purchase of land, a facility, or a vehicle for the operation of a solid waste management facility;
- (19) Establish one or more policies for the operation of a solid waste management facility, including:
 - a. hours of operation;
 - b. character and kind of wastes accepted at a disposal site;
 - c. any other policy necessary for the safety of the operating personnel;
- (20) Sell or contract for the sale, according to a short or long-term agreement, of usable material, energy, fuel, or heat separated, extracted, recycled, or recovered from solid waste in a solid waste management facility, on terms in its best interest;

7) EXECUTIVE COMMITTEE

The Board will create an Executive Committee composed of five members, appointed from among the members of the Board, such that one member from the North, South, East, West, and County shall be represented. The Executive Committee will be empowered by the Board to execute such matters as are delegated to the Executive Committee. Notwithstanding the delegation of powers, the Executive Committee will not have power to set rates, approve budgets, select or contract with waste management

companies, change bylaws, make assignments to the executive committee, make capital investments, or approve new members to the Consortium.

8) REGULATIONS AND POLICIES

The Board is empowered to create such regulations and policies as are necessary in the discharge of its purpose, operations, powers, and authority as set forth above. Policies and regulations shall be adopted or repealed as necessary during the regular meetings of the Board. Such regulations and policies duly adopted will be binding on Consortium activities, the provision of waste collection services, and relations with contractors, employees, and the public.

9) BUDGETS

The fiscal period for the Consortium will be an annual period beginning on January 1 of each year and ending December 31 of the same calendar year. The Board must review, approve, and adopt the Consortium's annual budget for the upcoming year no later than December 31 of each year. During the budget year, the Board may amend the budget in any regular meeting or in any special meeting called for that purpose.

10) NOTICE

Any notices or other documents permitted or required to be delivered to the Parties pursuant to this Interlocal Agreement must be delivered to the County at the office of the County Executive and to the other Parties at the offices of their respective City or Town Mayors.

11) INITIAL CAPITAL CONTRIBUTION

For the purpose of funding initial start costs for the Consortium, retaining accounting personnel, securing general liability insurance, and other necessary costs the parties will contribute a per capita amount of \$1.00 per can.

12) WITHDRAWAL

If the Consortium contracts with another entity (a "Third Party Provider") to provide solid waste collection, transportation, and/or disposition services within the Service Area, no Party may terminate its obligations under or participation in this Interlocal Agreement prior to the expiration or renewal of the contract with the Third Party Provider. If a Party intends to terminate its obligations under and participation in this Interlocal Agreement at the expiration or renewal of a contract with a Third Party

Provider, the Party must deliver written notice to the other Parties at least 12 months prior to the expiration or renewal of the contract with the Third Party Provider. If there is no active contract with a Third Party Provider, any Party may terminate its obligations under and participation in this Interlocal Agreement, with or without cause, by delivering written notice of termination to the other Parties at least 180 days prior to the termination date. Termination by one party will not affect the validity of this Interlocal Agreement as to the remaining parties. If a Party that withdraws from this Interlocal Agreement has a representative serving on the Board at the time of withdrawal, that representative will be deemed to have resigned from the Board at the time of withdrawal, and a new Board member from another Party will be appointed to fill out the remainder of the resigned Board member's term. Upon a municipality's withdrawal from the Consortium, if the Consortium has a positive asset and capital balance, the municipality will receive a payout of capital on a per capita basis, with 15% of the asset and capital payout forfeited as a penalty for withdrawal. If the Consortium has a debt balance, the municipality will assume its portion of the debt on a per capita basis, with an additional 15% of the debt assumed, as a penalty for withdrawal.

13) TERMINATION

This Agreement may be terminated by unanimous consent of the parties. If such termination occurs, assets, capital, and debt will be distributed among the parties on a per capita basis, without penalty.

14) SEVERABILITY

If any provision of this Interlocal Agreement is held invalid, the remainder of the agreement will not be affected thereby and all other parts of this agreement will nevertheless be in full force and effect.

15) PRIOR AGREEMENTS

This Interlocal Agreement is the entire agreement between the parties. It supersedes all previous oral and written presentations, understandings, and agreements between the Parties respecting the subject matter of this Interlocal Agreement.

16) ASSIGNMENT

No assignment, delegation, transfer, or novation of this Interlocal Agreement or part thereof may be made unless unanimously approved by the Parties.

17) AMENDMENT

This Interlocal Agreement may be amended only by a writing duly executed by all of the Parties under the procedure outlined in Section 23 of this Interlocal Agreement.

18) CONSTRUCTION

This Interlocal Agreement will be governed by and construed in accordance with the laws of the State of Utah.

19) BOOKS AND RECORDS

The Parties shall have reasonable access to the books, records, and accounts of the Consortium. A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Utah Code section 11-13-209.

20) FILING

This Interlocal Agreement and any subsequent amendments hereto will be filed by Cache County with the Cache County Clerk and by the other Parties with their respective City or Town Clerks.

21) INDEMNIFICATION

Each Party agrees to indemnify and hold the other Parties harmless from and against any and all claims, demands, losses, causes of action, damages, lawsuits, and judgments, including attorney's fees and costs, to the extent that such are caused by or arise out of or relate to its own work, errors, omissions, and/or operations. The Parties agree that by execution of this Interlocal Agreement none of them will be deemed to have waived their statutory defenses of sovereign immunity nor increased their limits of liability as provided for under Utah law.

22) RESERVATION OF RIGHTS

Nothing in this Interlocal Agreement will be deemed or interpreted to prohibit, preclude, or otherwise pre-empt the Parties' rights or abilities to take any lawfully available actions to provide funding or other support for the Consortium.

23) DEFAULT

If a Party breaches the terms of this Agreement, the Board may provide written notice of the default, in accordance with the Notice requirements described above. If the breaching Party does not cure the default within 30 days from the date the notice is sent, the Consortium may terminate this Agreement as to the breaching Party. The Consortium

may seek redress to recover all costs and damages resulting from the breach of this Agreement. Any outstanding funds owed to the breaching Party may be used to offset the damages and costs incurred by the Consortium. The right to offset is not intended to limit the Consortium's right to any other remedy available in law or equity. This paragraph shall not be construed to limit or otherwise constrain any party to this agreement to seek redress for damages incurred as a result of the default or breach of a party to this agreement. The parties reserve their right to exercise any rights at law and equity as a result of any breach.

Failure of the Consortium to exercise its rights in the event of any breach by a Party will not constitute a waiver of such rights.

24) DEBT AND PROPERTY OWNERSHIP

Until January 1, 2028, the Consortium is not authorized to acquire, lease, or create any interest in real or personal property or to incur debt, except that the Board may authorize the purchase of a reasonable amount of office supplies and related items as may be necessary to conduct the day-to-day business of the Consortium. After December 31, 2027, the Consortium is authorized incur debt and to acquire real and personal property in its own name pursuant to Section 6 above. The Consortium's acquisition of property is not a joint acquisition of property by the Parties to this Interlocal Agreement. No real or personal property will be acquired jointly by the Parties because of this Interlocal Agreement.

25) APPROVAL

Each respective Party's participation in this Interlocal Agreement is conditioned upon the approval and execution of this agreement by the Party pursuant to and in accordance with the provisions of the Interlocal Cooperation Act, including the adoption of resolutions of approval, but only if such resolutions of the legislative bodies of the Parties are required by the Interlocal Cooperation Act. In accordance with Utah Code section 11-13-202.5(3), this Interlocal Agreement must be submitted to the attorney authorized to represent each respective Party for review as to proper form and compliance with applicable law before this Interlocal Agreement may take effect.

IN WITNESS WHEREOF, each party has executed this agreement on the respective signature page of that Party as of the date specified in the signature block.

Section 11. Item A.

CACHE COUNTY

Cache County Executive, David Zook	Date
Attest:	
Attest.	
Clerk	Date
Approved as to form and as compatible with State Law:	
Legal Counsel	Date

TOWN OF AMALGA

Mayor, David Wood	Date
Attest:	
Clerk	Date
A	
Approved as to form and as compatible with State Law:	
Legal Counsel	Date

TOWN OF CLARKSTON

Mayor, Craig Hidalgo	Date
, , , ,	
Attest:	
Attest:	
of 1	n .
Clerk	Date
Approved as to form and as compatible with State Law:	
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I1 C1	D-4-
Legal Counsel	Date

CITY OF HYDE PARK

Mayor, Bryan Cox	Date
Attest:	
Clerk	Date
Approved as to form and as compatible with State Law:	
Legal Counsel	Date

CITY OF HYRUM

Mayor, Stephanie Miller	Date
Attest:	
Clerk	Date
Approved as to form and as compatible with State Law:	
Legal Counsel	Date

CITY OF MENDON

Mayor, Ed Buist	Date
<i>j</i> ,	
Attest:	
GL 1	D. /
Clerk	Date
Approved as to form and as compatible with State Law:	
Approved as to form and as companion with state Law.	
Legal Counsel	Date
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CITY OF MILLVILLE

Mayor, David Hair	Date
Attest:	
Clerk	Date
Approved as to form and as compatible with State Law:	
Legal Counsel	Date

TOWN OF NEWTON

Mayor, Mike Benson	Date
Attest:	
Clerk	Date
Approved as to form and as compatible with State Law:	Date
Legal Counsel	Date

CITY OF NIBLEY

Mayor, Larry Jacobsen	Date
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Attest:	
Clerk	Date
Approved as to form and as compatible with State Law:	
Approved as to form and as companion with state Law.	
Legal Counsel	Date

CITY OF NORTH LOGAN

Date
Date
Date
Date

TOWN OF PARADISE

-	Mayor, Vic Little	Date
	wayor, vie Little	Date
	Attest:	
	Clerk	Date
	Approved as to form and as compatible with State Law:	
	ripproved as to form and as companion with state Law.	
_	Legal Counsel	Date
	Legal Colinsel	Date

CITY OF RIVER HEIGHTS

Mayor, Jason E Thompson	Date
Attest:	
Clerk	Date
Approved as to form and as compatible with State Law:	
Legal Counsel	Date

TOWN OF TRENTON

Mayor, Lynn G. Payne	Date
J , J	
Attest:	
Clerk	Date
Cicik	Dute
Approved as to form and as compatible with State Law:	
••	
Legal Counsel	Date
Legal Coulisei	Date

CITY OF WELLSVILLE

Mayor, Thomas Bailey	Date
Attest:	
Clerk	Date
Approved as to form and as compatible with State Law:	
Approved as to form and as companion with State Law.	
Legal Counsel	Date