



CITY COUNCIL MEETING

Thursday, January 06, 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, January 06, 2022. The proposed agenda is as follows:

1. ROLL CALL

- A. **Administer Oath of Offices** - Stephanie Miller, Mayor; and Paul C. James, City Council Member (Councilmember Jared L. Clawson was administered Oath of Office on January 4, 2022).

2. CALL TO ORDER

3. WELCOME

4. PLEDGE OF ALLEGIANCE

5. INVOCATION

6. APPROVAL OF MINUTES

7. AGENDA ADOPTION

8. PUBLIC COMMENT

9. PUBLIC HEARING

- A. [To receive public comments regarding Hyrum City's Storm Water Management Plan.](#)

10. SCHEDULED DELEGATIONS

- A. [Mike Gallagher, M.G. Property Utah, LLC. - To request site plan approval for a storage facility on three lots \(3.06 acres\) located at 1765 Anvil Road.](#)

11. INTRODUCTION AND APPROVAL OF RESOLUTIONS AND ORDINANCES

- A. [Resolution 22-01 - A resolution authorizing a Council Member to automatically succeed to the position as Mayor Pro Tempore.](#)
- B. [Resolution 22-02 - A resolution declaring certain Hyrum City equipment \(snowplow blade\) as surplus and ordering the sale or disposal thereof.](#)

12. OTHER BUSINESS

- A. Mayor and City Council Reports.

13. ADJOURNMENT

Stephanie Fricke
City Recorder

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.

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 **3rd day of January, 2022**. Stephanie Fricke, MMC, City Recorder.



NOTICE OF PUBLIC HEARING

Notice is hereby given that the Hyrum City Council of Hyrum, City, Utah will hold a public hearing Thursday, January 6, 2022 at 6:30 p.m. in the Hyrum City Council Chambers, 60 West Main, Hyrum. The purpose of this hearing is to receive public comments regarding Hyrum City's Storm Water Management Plan.

Copies of the Storm Water Management Plan are available at the Hyrum City Office, 60 West Main, Hyrum, weekdays between the hours of 8:00 a.m. and 4:30 p.m., and on the City's website at www.hyrumcity.org.

Stephanie Fricke
City Recorder

Published in the Herald Journal on December 25, 2021.

Posted on the Utah Public Notice Website and Hyrum City Website December 16, 2021.

M.G. PROPERTY UTAH, LLC – SITE PLAN
1765 ANVIL ROAD
CITY COUNCIL MEETING
JANUARY 6, 2022

Summary: Mike Gallagher of M.G. Property Utah is seeking site plan approval for a 3.06-acre storage facility. The site consists of 3 lots in the Blacksmith Fork Subdivision.

ZONING: M-1 Light Manufacturing

UTILITIES:

Power:	Available
Culinary:	Available
Sewer:	Available
Irrigation:	Not Available

PARKING & ROADS: Road is paved with gutter.

NOTES: A full grading and site plan to be submitted with the zoning clearance for the building permit.

PLANNING COMMISSION:

Approved Conditionally:

1. Lighting is to be dark sky compliant (required by city code).
2. Southerly building is to be modified to not have loading from street side (required by city code).
3. Rental agreement to include restriction on R.V. and boat covers to prohibit tarps, custom covers to be allowed.
4. Landscaping to be modified to meet requirements of city code.

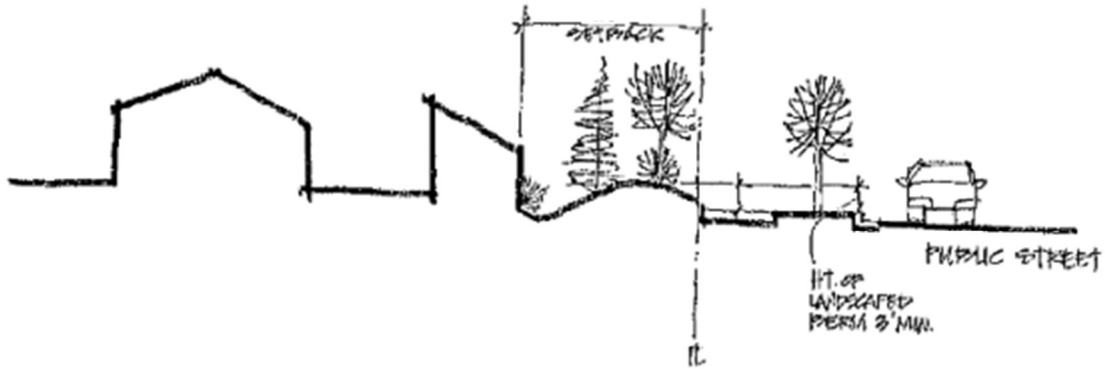
17.48.150 Self Storage

1. **Purpose** – The additional requirements for self-storage uses are intended to ensure that this type of project is developed to reduce adverse consequences on surrounding properties and requires that the long-term appearance of storage units is maintained.
2. **Standards** – The following additional development standards are required for self-storage developments:

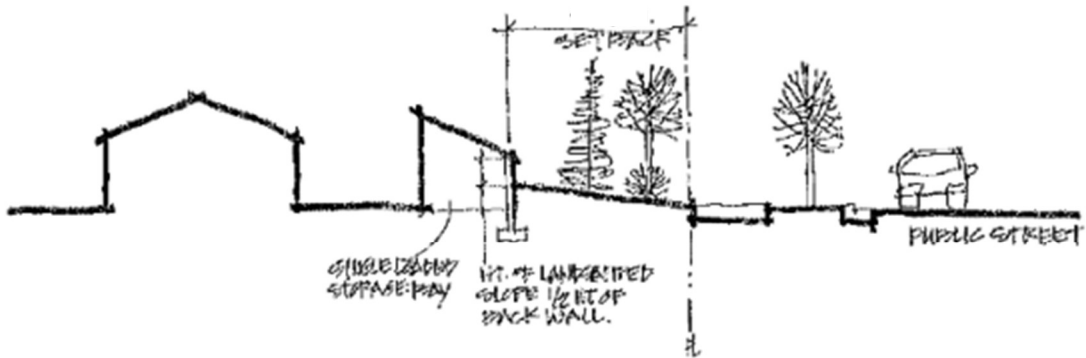
1. Storage of any kind is prohibited in required setbacks.

17.48.030 Area, Frontage, Yard And Height Regulations

1. There are no area, frontage or height regulations.
2. The building shall have a setback of thirty (30) feet from the front property line, unless otherwise specified by the Planning Commission prior to erection of the building.
2. All outside storage shall be located at a more visually screened area of the facility, possibly at the rear of the property, and have a roof cover, completely screened from public view by a solid screen fence, building, or other manner as approved by the Planning Commission. Roof cover may be waived by the Planning Commission when they deem appropriate. (Custom covers required, etc., instead of roof) No blue tarp or similar type visually detrimental coverings will be allowed.
3. All roadways and interior alleyways in the storage facility will be hard surfaced. (Concrete or asphalt)
4. Storage units adjacent to any public roadway shall be single loaded with the back of the units facing the street and doorways of the units facing inward toward other storage units.
5. Front yard setbacks shall be landscaped and screened with a combination of deciduous and coniferous trees and shrubs to cause at least a 50% screen within 5 years. Trees must be planted at 2½” caliper while shrubs must be planted with at least 5-gallon nursery stock.
6. All side yard and rear yard setbacks shall be landscaped and screened with a combination of deciduous and coniferous trees and shrubs to cause at least a 25% screen within 5 years. Trees must be planted at 1½” caliper while shrubs must be planted with at least 1 gallon nursery stock.
7. All setbacks are required to be irrigated by an automatic sprinkler irrigation system.
8. The developer shall landscape and grade the street facing frontage using one of the following options or other approved screening as approved by the City:



STORAGE BAY STANDARD
OPTION A



STORAGE BAY STANDARD
OPTION B

STORAGE UNIT RENTAL AGREEMENT

This RENTAL AGREEMENT (hereinafter called "Agreement") dated _____ 20____, is made by and between MG PROPERTY UTAH, LLC(hereinafter called "Landlord") and _____ (hereinafter called "Tenant").

1. Tenant Information:

TENANT INFORMATION (This information can only be changed by written, signed notice from the tenant)		
Tenant Name:		
Address:		
City:	State:	Zip:
Home Phone:	Alt. Phone:	Email:
Names of others allowed access to Unit:		

ADDITIONAL CONTACT INFORMATION		
Contact Name:		
Address:		
City:	State:	Zip:
Home Phone:	Alt. Phone:	

Are you actively serving in the military? Yes_____ No_____

RENT IS DUE THE 1st DAY OF EACH MONTH

2. Term: The Landlord rents to Tenant that certain storage space designated as UNIT_____ ("Unit"), approximate dimension _____' x _____' subject to the terms and conditions of this Agreement and continuing month-to-month until terminated or revised. The Unit is clean and undamaged upon Tenant occupancy unless otherwise noted on a signed addendum to the agreement. Landlord reserves the right to revise any part of this Agreement, or cancel it, with 30 days advance notice to Tenant. Said revised Agreement shall not require Tenants signature to become effective.

3. Rental: Tenant shall pay Landlord a **MONTHLY RENT OF \$_____**, which includes Ohio sales tax, on the 1st day of each month. Rent for the first month of occupancy will be prorated on a daily basis from date agreement is entered. There will be no proration for the last month of occupancy. Tenant understands that rent must be paid in full each month and that Landlord does not accept partial payments. Landlord reserves the right to change the rental rate charged at the initial term of this Agreement with 30 days advance notice to Tenant.

4. Payment: Payment of monthly rent and other charges permitted by this Agreement shall be made on time. Check payment can be made payable to **MG PROPERTY UTAH LLC** and mailed to . No bills or statements are sent. Payment may also be made on the premises at a provided secure drop box or online with a credit card at .

5. Other Charges: Tenant agrees to pay applicable late charges as set forth in Paragraph A below or elsewhere in this Agreement. Late fees apply with or without notice.

- A. Late Charges: If tenant fails to pay rent by the end of the fifth (5th) calendar day after said rent is due, a late fee of \$15.00 will be charged to the Tenant's account.
- B. Returned Check Charge: A fee of \$25.00 shall be charged for each returned check. Payments made by Tenant will always be applied first to the oldest charges on the Tenant's account.

6. Termination by Tenant (Intent to Vacate): TENANT MUST GIVE LANDLORD AT LEAST THREE (3) DAYS ADVANCED NOTICE OF TERMINATION OF THIS AGREEMENT. Any prepaid rent for months other than the month vacating will be refunded. Tenant is responsible for all rent and other charges as long as the Tenant's lock remains on the Unit. Upon vacating, Tenant must leave the Unit empty, broom clean, and remove Tenant's lock from the door. If Tenant fails to empty and clean Unit upon vacating, Tenant will pay any costs the Landlord incurs with emptying and cleaning the Unit. Rent and other fees continue to accrue until Tenant's lock is removed from the Unit.

7. Default: If Tenant fails to pay rent or any part thereof or fails to fulfill any of the covenants or agreements herein specified to be fulfilled by Tenant, Tenant will be considered in default of this Agreement and Landlord may bring an action for restitution of the Premises as allowed by UTAH law. Furthermore, pursuant to UTAH law, Landlord may deny Tenant access to the storage space by overlocking when rent is more than five (5) days past due. If the Tenant does not pay the amount necessary to satisfy the lien and the reasonable expenses incurred by Landlord within ten (10) days after the delivery of a default notice to Tenant, Tenant's property in or on the premises will be advertised for sale and will be sold at a specified time and place as allowed by the Ohio law. Prior to sending a default notice, Landlord will enter Tenant's unit to compile an inventory of items required by law for inclusion in the default notice and public sale advertisement. The Tenant's lock will be physically removed at this time and Tenant's unit will be sealed with a Landlord's lock.

8. Use of Storage Space: Landlord is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Landlord exercises neither care, custody nor control over Tenant's stored property. Tenant agrees to use the storage space only for the storage of property wholly owned by Tenant. Tenant agrees not to live in the storage space or use the space for any illegal purpose. Tenant agrees not to store flammables, stolen property, perishables, guns, ammunition, anything alive or dead. Nothing herein shall constitute any agreement or admission by Landlord that Tenant's stored property has any value, nor shall anything alter the release of Landlord's liability set forth below.

9. Hazardous or Toxic Materials: Tenant is strictly prohibited from storing or using on the premises materials classified as hazardous or toxic under any local, state, or federal law or regulation, and from engaging in any activity which produces such materials. Tenant's obligation of indemnity as set forth below specifically include any costs, expenses, fines or penalties imposed against the Landlord arising out of storage, use or creation of any hazardous material by Tenant, Tenant's agents, employees, invitees and/or guests. Landlord may enter the space at any time to remove and dispose of prohibited items.

10. Care of the Premises: Tenant, Tenant's agents, employees, invitees and/or guest, will maintain the premises in good condition, reasonable wear and tear is expected, and Tenant shall not perform any practices which may injure the building or buildings or be a nuisance or a menace to other Tenants and shall keep the premises under Tenant's control, including the adjoining corridors and/or driveways, clean and free from rubbish, dirt, and other debris at all times. Rubbish shall be removed by Tenant at Tenant's expense. Landlord is not responsible for removal of goods of any nature

11. Damage by Tenant: Tenant is responsible for the cost to repair any and all damage to the Unit or facility structure caused by Tenant, Tenant's agents, employees, invitees and/or guests.

12. Insurance: LANDLORD DOES NOT PROVIDE INSURANCE FOR STORED GOODS. Tenant is encouraged to obtain a renters insurance policy to cover Tenant while occupying the Premises. Such policy should include personal property coverage for damage / theft, etc. and personal liability coverage to protect Tenant against injury claims from guests, etc.

13. Release of Landlord's Liability for Property Damage: All personal property stored within or upon the space by Tenant shall be at Tenant's sole risk. Landlord, Landlord's agents and/or employees shall not be liable for any loss or damage to Tenant's personal property stored at the self storage facility arising from any cause whatsoever including, but not limited to, burglary mysterious disappearance, fire, water damage, rodents, insects, Acts of God, the active or passive acts or omissions or negligence of the Landlord, Landlord's agents and/or employees.

14. Release of Landlord's Liability for Bodily Injury: Landlord, Landlord's agents and/or employees shall not be liable to Tenant, Tenant's agents, employees, invitees and/or guests for injury or death to Tenant, Tenant's agents, employees, invitees and/or guests as a result of Tenant's use of storage space or the premises, even if such injury is caused by the active or passive acts or negligence of the Landlord, Landlord's agents and/or employees.

15. Indemnification: Tenant agrees to indemnify, hold harmless and defend Landlord from all claims, demands, actions or causes of action (including attorney's fees and all costs) that are hereinafter brought by others arising out of Tenant's use of the premises, including claims for Landlord's active negligence except that Tenant shall not be liable for Landlord's sole negligence.

16. Landlord's Right to Enter (No Default): Tenant grants Landlord and/or representatives of any governmental authority, including police and fire officials, access to the Unit upon one (1) days advance notice to Tenant for non-emergency situations. In the event of an emergency, suspected illegal use of the Unit, or structural/mechanical repair to the building, Landlord and/or representatives of governmental authority shall have the right to enter the premises without notice to Tenant, and take such actions as may be necessary or appropriate to preserve the premises, to comply with applicable law, to enforce Landlord's rights or to protect the safety, health, and welfare of others and other's stored property.

17. Tenant's Access: Tenant's access to the premises may be conditioned in any manner deemed reasonable necessary by Landlord to maintain order on the premises. Such measures may include, but are not limited to, verifying Tenant's identity and/or limiting hours of operation.

18. Locks: Tenant agrees to use and Tenant shall provide at Tenant's expense a lock deemed sufficient to secure the Unit. Tenant agrees to keep Unit locked when Tenant is not present at premises. Landlord may, but is not required to lock Tenant's storage space if it is found unlocked. Tenant may use only one (1) lock per storage space door and Landlord may remove any additional locks placed on storage space by Tenant.

19. Property Left on Premises: Landlord may dispose of any property left in the storage space or on the premises by Tenant after Tenant's tenancy is terminated. Tenant shall be responsible for all costs incurred by Landlord in depositing of such property.

20. Rules: Landlord shall have the right to establish or change hours of operation or to promulgate rules and regulations for the safety, care, and cleanliness of the premises, or the preservation of good order on the premises. Tenant agrees to observe a 5 M.P.H. speed limit on the premises.

21. Relocation: Landlord reserves the right to relocate Tenant, without expense to Tenant, to any unit of comparable size.

22. Sublease: Tenant may not assign this Agreement or sublet the premises.

23. Severability: It is understood and agreed that if any provision of this Agreement shall be held to be invalid, this Agreement shall be considered to be amended to exclude any such invalid provision and the balance of the Agreement shall be read independently of said excluded provision and shall remain in full force and effect.

24. Governing Law: This agreement shall be subject to and governed by the laws of the State of Ohio.

25. Waiver: The failure of either party to enforce any covenant or other provision of this Agreement shall not constitute a waiver of the right to do so thereafter nor shall give rise to any cause of action or defense on the part of the Tenant.

26. Survival of Covenants: All portions of this Agreement which by necessity are required to be enforced by either party are enforceable beyond the date of the termination of this Agreement.

27. Entire Rental Agreement: This agreement is the entire Agreement between the parties and the terms of this Agreement may be modified, amended or supplemented only in writing which has been signed by all of the parties hereto.

28. Outside Storage: Custom covers only. No tarps allowed.

TENANT SIGNATURE: _____ DATE: _____

MANAGER/OWNER SIGNATURE:

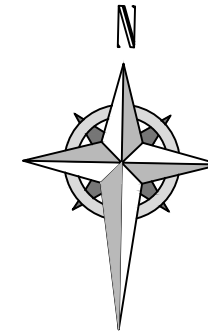
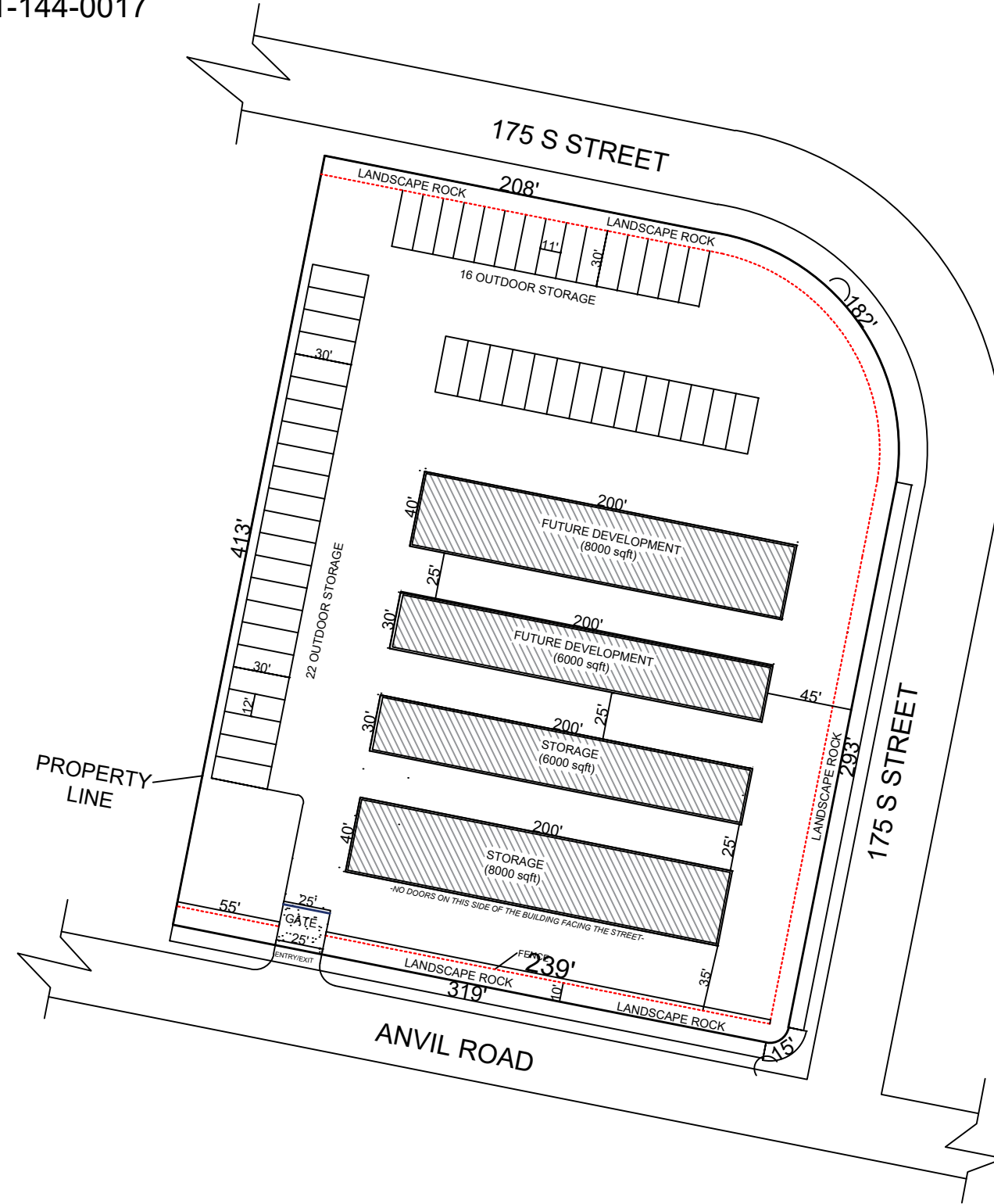
_____ DATE: _____

SITE PLAN

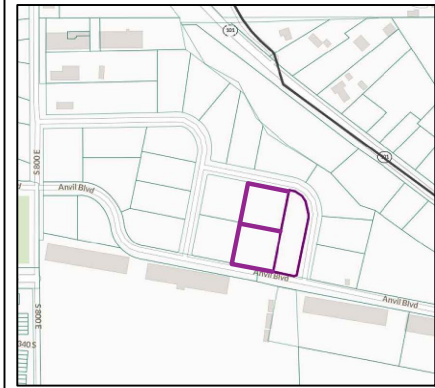
LOCATION: 1791, 1778, 1765 Anvil Blvd, Hyrum, UT 84319, USA

SITE CITY: HYRUM

APN: 01-144-0016, 01-144-0020, 01-144-0017



VICINITY MAP



SCOPE OF WORK

-TO CONSTRUCT THE SELF STORAGE FACILITIES ON 3 LOTS SIZED 1.08 ACRES, 1.0 ACRES AND 0.98 ACRES RESPECTIVELY.

PLOT SIZE

3.06 Acres

SHEET TITLE	
SITE PLAN	

LOT OWNER:
MG PROPERTY UTAH LLC

DEEN'S CONSULTS
Architects , Planners & Project Managers

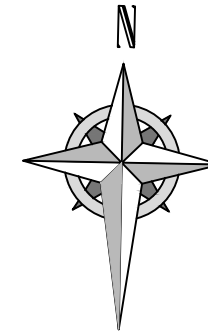
ARCHITECT	<i>Deen's consult</i>	SHEET NO. 01	
DRAWN	<i>Deen's consult</i>		
CHECKED BY	<i>Deen's consult</i>		
SCALE	1"=40'(A3)	DATE	12-14-2021

LIGHTING PLAN

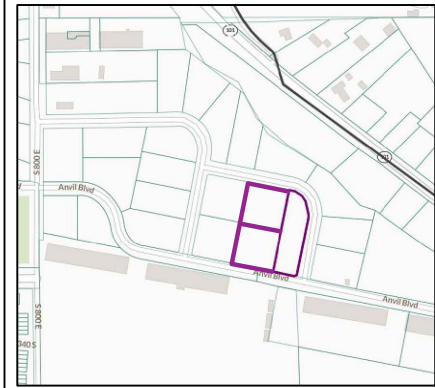
LOCATION: 1791, 1778, 1765 Anvil Blvd, Hyrum, UT 84319, USA

SITE CITY: HYRUM

APN: 01-144-0016, 01-144-0020, 01-144-0017



VICINITY MAP



SCOPE OF WORK

-TO CONSTRUCT THE SELF STORAGE FACILITIES ON 3 LOTS SIZED 1.08 ACRES, 1.0 ACRES AND 0.98 ACRES RESPECTIVELY.

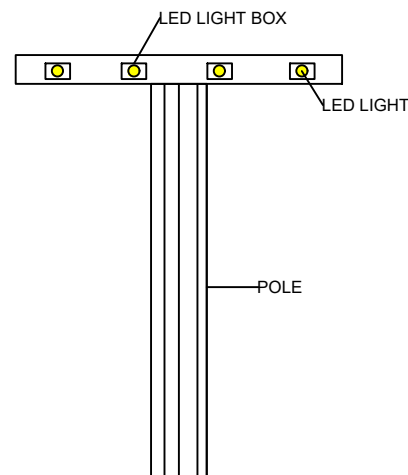
PLOT SIZE

3.06 Acres

KEYS

 LED LIGHT (DARK SKY COMPLIANT)

 4 LED LIGHT BOXES ATTACH TO A POLE (DARK SKY COMPLIANT)



4 LED LIGHT BOXES ATTACHED TO A POLE



SHEET TITLE	
LIGHTING PLAN	

LOT OWNER:
MG PROPERTY UTAH LLC

DEEN'S CONSULTS
Architects, Planners & Project Managers

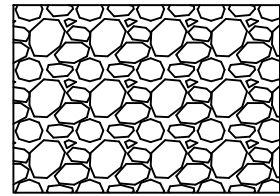
ARCHITECT	<i>Deen's consult</i>	SHEET NO. 01	
DRAWN	<i>Deen's consult</i>		
CHECKED BY	<i>Deen's consult</i>		
SCALE	1"=40'(A3)	DATE	12-15-2021

LANDSCAPE PLAN

LOCATION: 1791, 1778, 1765 Anvil Blvd, Hyrum, UT 84319, USA

SITE CITY: HYRUM

APN: 01-144-0016, 01-144-0020, 01-144-0017



DECORATIVE LANDSCAPE ROCK
-INSTALLED TO REDUCE WATER
CONSUMPTION

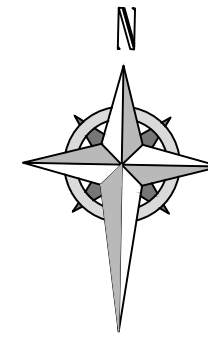
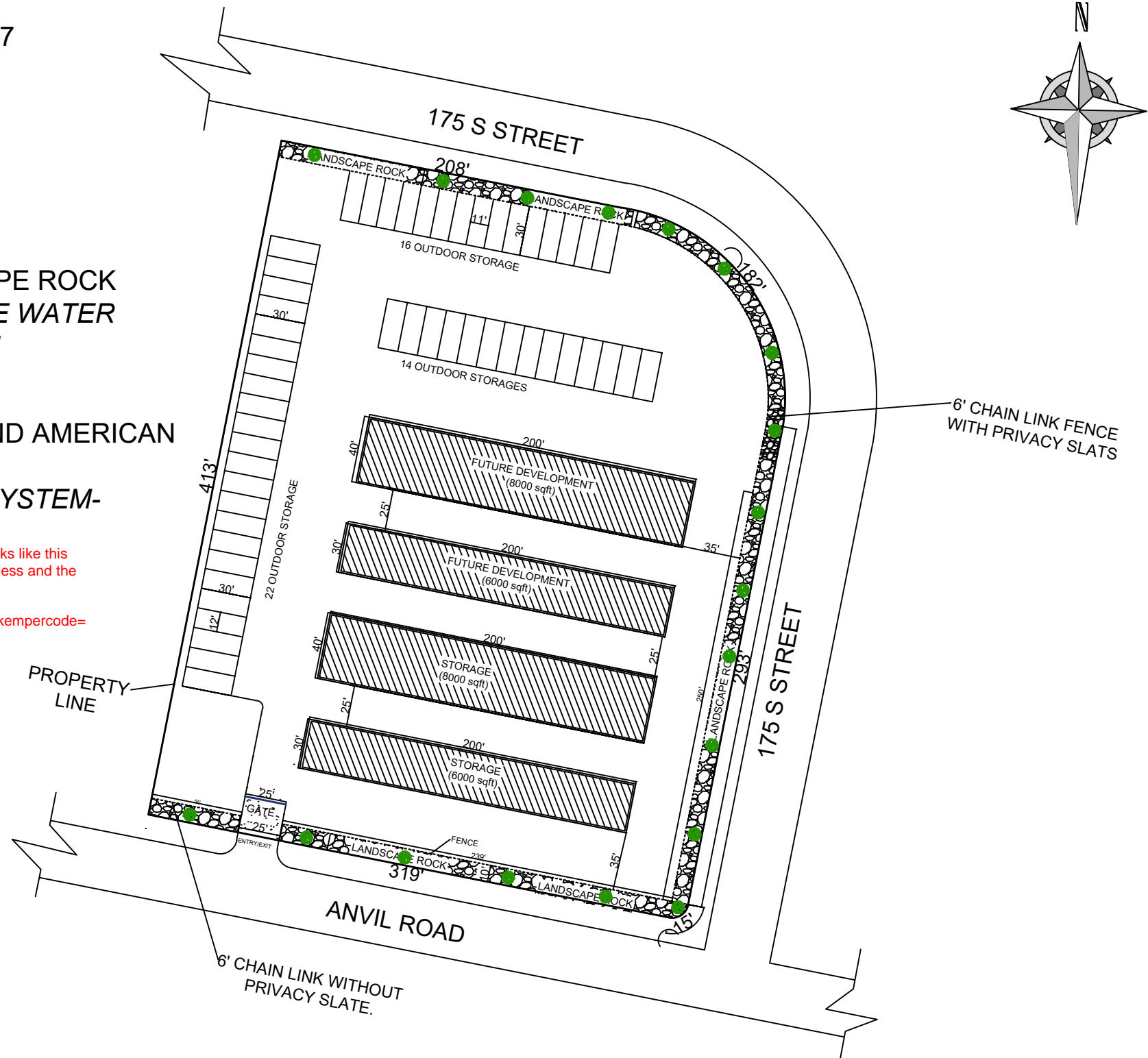


19 UNIT OF TREES, MAPPLE AND AMERICAN
YELLOW WOOD ALTERATING
-TO BE WATERED ON A DRIP SYSTEM-

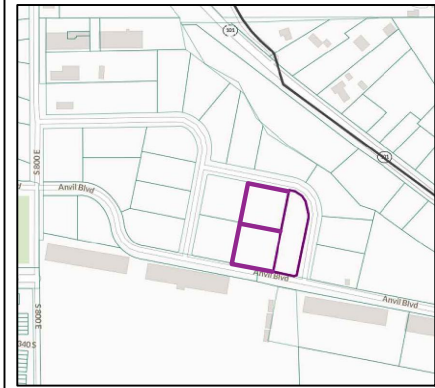
American Yellow wood appears to be a questionable choice for this area. It looks like this prefers a moister soil and does not do well in windy areas. Between the brittleness and the height, this may not be a good choice next to the buildings or outdoor storage.

<https://www.missouribotanicalgarden.org/PlantFinder/PlantFinderDetails.aspx?kempercode=a270>

<https://mortonarb.org/plant-and-protect/trees-and-plants/yellowwood/#/>



VICINITY MAP



SCOPE OF WORK

-TO CONSTRUCT THE SELF STORAGE FACILITIES ON 3 LOTS SIZED 1.08 ACRES, 1.0 ACRES AND 0.98 ACRES RESPECTIVELY.

PLOT SIZE

3.06 Acres

SHEET TITLE
LANDSCAPE PLAN

LOT OWNER:
MG PROPERTY UTAH LLC

DEEN'S CONSULTS
Architects , Planners & Project Managers

ARCHITECT	Deen's consult
DRAWN	Deen's consult
CHECKED BY	Deen's consult
SCALE	1"=40'(A3)
DATE	12-21-2021
SHEET NO.	01

RESOLUTION 22-01

A RESOLUTION AUTHORIZING COUNCILMEMBER _____ TO AUTOMATICALLY SUCCEED TO THE POSITION OF MAYOR PRO TEMPORE.

WHEREAS, the City Council desires to appoint one member of the governing body to automatically succeed to the position of mayor pro tempore whenever the mayor is absent; and

WHEREAS, the City Council passed and posted Ordinance 84-10, an ordinance authorizing a designated member of the City Council to automatically succeed to the position of mayor pro tempore whenever the mayor is absent; and

WHEREAS, Ordinance 84-10 provides that the appointment of the councilmember to serve a one-year term as mayor pro tempore shall be by resolution;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Hyrum City, Cache County, State of Utah, that Councilmember _____ shall automatically succeed to the position of mayor pro tempore in the absence of the mayor during the calendar year 2022.

This resolution shall be effective upon adoption.

ADOPTED AND PASSED by the Hyrum City Council this 6th day of January, 2022.

HYRUM CITY

BY: _____
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

RESOLUTION 22-02

A RESOLUTION DECLARING CERTAIN HYRUM CITY EQUIPMENT (SNOWPLOW BLADE) AS SURPLUS AND ORDERING THE SALE OR DISPOSAL THEREOF.

WHEREAS, Hyrum City Corp. owns personal property for which it has no further use; and

WHEREAS, in accordance with State regulations, the City Council has determined to declare a snowplow blade built by Hyrum City employees over 25 years ago as surplus and desires to dispose of them in the method as prescribed by current law.

NOW THEREFORE, BE IT RESOLVED by the City Council of Hyrum City, Cache County, State of Utah, the snowplow blade is hereby declared surplus property and that said property shall be sold to the City of Grace Idaho for \$300.00, however, the City shall have the right to waive any informalities.

PASSED by the City Council of Hyrum City, Cache County, Utah, this 6th day of January, 2022.

HYRUM CITY CORP.

By: _____
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder