



CITY COUNCIL MEETING

Thursday, November 18, 2021 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 18, 2021. The proposed agenda is as follows:

1. **ROLL CALL**
2. **CALL TO ORDER**
3. **WELCOME**
4. **PLEDGE OF ALLEGIANCE**
5. **INVOCATION**
6. **APPROVAL OF MINUTES**
7. **AGENDA ADOPTION**
8. **PUBLIC COMMENT**
9. **SCHEDULED DELEGATIONS**
 - A. [Courtney Koyle - To request rental of the Elite Hall on December 4, 2021 for a Kids Farmer Market.](#)
10. **INTRODUCTION AND APPROVAL OF RESOLUTIONS AND ORDINANCES**
 - A. [Resolution 21-16 - A Resolution authorizing Board Member to receive compensation for service on the Board of Directors of the Utah Local Governments Trust.](#)
 - B. [Ordinance 21-04 - An ordinance amending Chapter 8.24 \(Abatement of Nuisances\) of the Hyrum City Municipal Code to further define the established position of Nuisance Inspector to also be known as the Community Improvement Officer, and miscellaneous housekeeping items.](#)
11. **OTHER BUSINESS**
 - A. [Discussion on Annexation Boundary Agreement with Nibley City.](#)
 - B. Report and discussion on Diversity Class.
 - C. Mayor and City Council Reports.
12. **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 **15th day of November, 2021**. Stephanie Fricke, MMC, City Recorder.

ELITE HALL RENTAL APPLICATION AND CONTRACT

Section 9. Item A.

Approved 01-03-2019 Res 19-02

****DEPOSIT PICKUP MUST BE AFTER 11 A.M. THE NEXT BUSINESS DAY****

\$1,000.00 FINE FOR RESERVING BUILDING FOR INCORRECT USE OR A USE NOT ALLOWED

Date of Event:	Type:	Time In:	Time Out:
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Name:	Today's Date:
Address:	Phone #:

Online Email _____ Receipt # _____

Rental Times Half Day: 7:30 AM-3:00 PM or 4:00 PM- Midnight Whole Day: 7:30 AM- Midnight

HOURLY FUNCTION – PRIVATE PARTY OR DANCE CLASS (NO SPORTS)

MONDAY THROUGH THURSDAY – LIMITED TO 25 PARTICIPANTS

<input type="checkbox"/> RESIDENT:		<input type="checkbox"/> NON – RESIDENT (photocopy of credit card):	
<input type="checkbox"/> Rental Fee Per Hour	\$15.00	<input type="checkbox"/> Rental Fee	\$25.00
<input type="checkbox"/> Deposit	\$100.00	<input type="checkbox"/> Deposit	\$150.00
TOTAL RENT \$	Date Paid	TOTAL DEPOSIT \$	Date Paid

PRIVATE FUNCTION – NO DANCE – LIMITED TO 75 PARTICIPANTS

<input type="checkbox"/> RESIDENT:		<input type="checkbox"/> NON – RESIDENT (photocopy of credit card):	
<input type="checkbox"/> Rental Fee	<input type="checkbox"/> Whole \$100 <input type="checkbox"/> Half \$50.00	<input type="checkbox"/> Rental Fee	<input type="checkbox"/> Whole \$300 <input type="checkbox"/> Half \$150.00
<input type="checkbox"/> Weekend Inspection Fee (Fri, Sat & Sun)	\$25.00	<input type="checkbox"/> Weekend Inspection Fee (Fri, Sat & Sun)	\$25.00
<input type="checkbox"/> Deposit	\$200.00	<input type="checkbox"/> Deposit	\$400.00
TOTAL RENT \$	Date Paid	TOTAL DEPOSIT \$	Date Paid

ALL PRIVATE OR COMMERCIAL FUNCTIONS – WITH OR WITHOUT DANCE – MORE THAN 75 PARTICIPANTS LIMITED TO 500

<input type="checkbox"/> RESIDENT:		<input type="checkbox"/> NON – RESIDENT (photocopy of credit card):	
<input type="checkbox"/> Rental Fee	<input type="checkbox"/> Whole \$1600 <input type="checkbox"/> Half \$800.00	<input type="checkbox"/> Rental Fee	<input type="checkbox"/> Whole \$2400 <input type="checkbox"/> Half \$1200.00
<input type="checkbox"/> Weekend Inspection Fee (Fri, Sat & Sun)	\$25.00	<input type="checkbox"/> Weekend Inspection Fee (Fri, Sat & Sun)	\$25.00
<input type="checkbox"/> Deposit	\$1500.00	<input type="checkbox"/> Deposit	\$3000.00
TOTAL RENT \$	Date Paid	TOTAL DEPOSIT \$	Date Paid

CITY SPONSORED – LIMITED TO 500 PARTICIPANTS - Ducky Shin Crackers & Mtn Crest

<input type="checkbox"/> RECEIVED COUNCIL APPROVAL DATE:			
<input type="checkbox"/> Rental Fee	\$200.00 plus \$1.00 per attendee		
<input type="checkbox"/> Weekend Inspection Fee (Fri, Sat & Sun)	\$25.00		
<input type="checkbox"/> Deposit	\$300.00		
TOTAL RENT \$	Date Paid	TOTAL DEPOSIT \$	Date Paid

CITY SPONSORED – LIMITED TO 500 PARTICIPANTS - USU Swing Club

<input type="checkbox"/> RECEIVED COUNCIL APPROVAL DATE:			
<input type="checkbox"/> Rental Fee	\$100.00 plus \$1.00 per attendee		
<input type="checkbox"/> Weekend Inspection Fee (Fri, Sat & Sun)	\$25.00		
<input type="checkbox"/> Deposit	\$300.00		
TOTAL RENT \$	Date Paid	TOTAL DEPOSIT \$	Date Paid

\$1,000 FINE FOR RESERVING BUILDING FOR INCORRECT RENTAL USE OR A USE NOT ALLOWED: PLEASE SIGN NAME

<input type="checkbox"/> Resident	<input type="checkbox"/> Non- Resident
<input type="checkbox"/> \$1,000 fine paid	<input type="checkbox"/> \$1,000 fine paid
<input type="checkbox"/> \$1,000 fine on City Utility Bill	

ELITE HALL RENTAL APPLICATION AND CONTRACT

INITIAL EACH SECTION TO VERIFY YOU HAVE READ AND UNDERSTAND THE RULES AND TERMS OF THIS AGREEMENT:

RESIDENT RATE QUALIFICATION: *Initial* _____

Hyrum residents are not allowed to rent the building for people that live outside Hyrum City limits.

If the facility is being rented for a wedding reception, birthday party, recital, lessons, etc. the resident of Hyrum City must be the teacher, coach, bride, groom, parents, or grandparents thereof, in order to qualify for the residential user rate.

\$1,000.00 FINE FOR RESERVING BUILDING FOR INCORRECT USE OR A USE NOT ALLOWED: *Initial* _____

Hyrum residents who rent the building under the pretense of a different activity so that he/she is charged a lower rate to use the building; or so that he/she can use the building for a prohibited use will be charged a \$1,000.00 fine. The \$1,000.00 fine will be placed on his/her Hyrum City utility bill or can be paid immediately to the City.

Non-residents of Hyrum who rent the building under the pretense of a different activity so that he/she is charged a lower rate to use the building; or so that he/she can use the building for a prohibited use will be charged a \$1,000.00 fine. The credit card placed on file by the nonresident will be charged the \$1,000.00 fine immediately.

PAYMENT SCHEDULE: *Initial* _____

Rental Fee is due upon reservation of the building.

Deposit is to be paid in cash between the hours of 8:00 a.m. and 5:00 p.m. as follows: The day before or the day of the event; If event is on a Saturday, or Sunday the deposit is to be made on Friday; or If the event is on a Holiday the deposit needs to be made the last business day before the Holiday.

CANCELLATION POLICY: *Initial* _____

No refund, credit, or a change of date will be given for cancelled reservations during the month of December.

A refund will be given if cancellation is made before 14 days prior to event for reservations January through November.

KEY PICK UP FOR BUILDING: *Initial* _____

Keys will only be given by Hyrum City to the person who rented the building and has signed this agreement no exceptions (ID may be required).

You may pick up the key to the Elite Hall when you bring in the cash deposit between the hours of 8:00 a.m. and 5:00 p.m. as follows: The day before or the day of the event; If event is on a Saturday, or Sunday the deposit is to be made on Friday; or If the event is on a Holiday the deposit needs to be made the last business day before the Holiday.

If you do not pick up the key during regular business hours an additional \$25.00 fee will be required (if there is an employee that is available to meet you at the City Office for you to sign the forms and take your cash deposit). If you do not pick up the keys during regular business hours, Hyrum City is not responsible for any costs associated with your event due to the building being locked; and no rental refund will be given.

ENTRY TIMES AND EXIT TIMES: *Initial* _____

Entry into the building may not be made until the time and date of your reservation – no exceptions.

Entry (includes set-up, decorating, use, etc.) in the building can be made no earlier than 7:00 a.m. the day of your reservation – if you reserved the building for all day or the morning reservation and 4:00 PM for the evening reservation.

Exit (including clean-up) of the building needs to be made before the time stated on your reservation – no exceptions.

Exit from the building (including all clean-up) has to be made before 11:59 p.m. the day of your reservation – if you reserved the building for all day or the PM reservation and 3:00 PM for the evening reservation. Everything has to be cleaned and removed from the building before midnight.

If there is early entry or late exit you will forfeit your deposit.

INITIAL EACH SECTION TO VERIFY YOU HAVE READ AND UNDERSTAND THE RULES AND TERMS OF THIS AGREEMENT:

SECURITY CAMERA: *Initial* _____

Hyrum City has security cameras in the building and will monitor your activity. If it is determined by security footage that rules were broken, such as but not limited to, the number of participants exceeded the rental; early or late entrance of the building, damage to the building or property, or the activity was not the activity paid for your deposit will be forfeited – no exceptions.

DAMAGE TO THE BUILDING: *Initial* _____

Any damages that are a direct result of the renter's event, per this contract, will be deducted from the deposit fee. If the amount of damages is determined to be greater than the deposit the renter will be responsible for all repairs or for payment (per a cost estimate obtained by Hyrum City) to return the Elite Hall in its original condition.

BUILDING RULES: *Initial* _____ I understand that if the Elite Hall has not been left clean or if I have broken any of these rules that I will forfeit my deposit.

1. Do not leave the building unattended or unlocked without ADULT supervision.
2. Children are not to be left unattended at any time.
3. The occupancy limits of the building vary according to the type of activity. At no time shall the renter permit more than 500 persons in the building at any given time.
4. NO – These activities, beverages, and items are NOT permitted in or on the grounds of the Elite Hall:
Sports (except basketball)
Smoking, E-cigarettes, Tobacco
Alcoholic Beverages
Candles or Flames of any kind
Pets
Paint or Glue
Gum
Rollerblading, Skating, Skateboarding
Bounce Houses or Slides
Hanging items on Walls, Doors, Ceilings
Smoke, Haze, or Fog machines
Tape on Dance Floor
Black Soles, or Cleats
5. Do not throw or use confetti, rice, glitter, birdseed, or use silly string, shaving cream inside or outside of the building.

ELITE HALL RENTAL APPLICATION AND CONTRACT

6. The tables are fiberglass, do not put any hot dishes or pans on them because the tables could be damaged. Financial responsibility to replace damaged tables is yours. (Replacement costs are about \$250 per table)
7. The rooms (including bathrooms) should be left as clean as you found them.
8. Food is permitted on the main floor, however, you will be responsible for any damages done to the floor while in your use.
9. Due to the sensitive heating and cooling system in the building, do not leave any outside doors open. Do not tamper or try to adjust the thermostats.
10. All cleaning (see cleaning checklist attached) of building is the responsibility of renter. Additional reminder - Make sure Dance/Gym Floor is swept and mopped, garbage cans are emptied, carpet is vacuumed, lights are off, and close and lock all windows and doors

SUPPLIES/ITEMS HYRUM CITY HAS AVAILABLE FOR USE: : *Initial* _____

Tables: 3- Small Round, 10- Long Rectangle, 9- Short Rectangle

Chairs: 80 soft chairs, 65 hard chairs

AGREED TO AND ACCEPTED:

By signing this building agreement, I hereby certify that I understand the terms, rules, and rental contract, that I am responsible for the facilities covered under this agreement, including any and all damage beyond normal wear to both building and fixtures, and that I personally am using said facilities for legitimate, legal purposes, allowed under City policy.

I understand that any violation of City policies retaining to rental or use of this facility will result in forfeiture of my deposit plus the cost of repair or replacement of any and all damages or loss resulting from the rental or use of said facility.

I understand if I break or violate any of these rules I will lose my deposit and rights to rent Hyrum City property and buildings in the future.

Signature of Responsible Party

Date Signed

Name – Print

Telephone Number

ELITE HALL RENTAL APPLICATION AND CONTRACT

Section 9. Item A.

KEY LOAN AGREEMENT

The key(s) to the Elite Hall shall be returned to Hyrum City Office no later than the first business day after your reservation date.

Should the key(s) not returned as agreed, I promise to reimburse Hyrum City for all reasonable expenses and cost incurred by the replacement thereof. I further promise that under no circumstance will I duplicate nor allow anyone else to duplicate the key(s) while on loan to me.

Signature of Responsible Party

Date Signed

Person Picked Up:	Date Keys Picked Up:
Key Color:	Deposit Received: Yes <input type="checkbox"/> No <input type="checkbox"/>
	Deposit Amount \$
Hyrum City Employee:	Date Keys Returned:
Rental Application/Contract Signed: Yes <input type="checkbox"/>	Deposit Returned: Yes <input type="checkbox"/> No <input type="checkbox"/>

RESOLUTION 21-16

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

WHEREAS, Hyrum City 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, the Hyrum City Council ("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 18, 2021, 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 the value of any group insurance benefits received by virtue of Board Member's service on the Board.

ADOPTED AND APPROVED this 18th day of November, 2021.

Hyrum City

Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

ORDINANCE 21-04

WHEREAS, on January 6, 1994, the Hyrum City Council passed and posted an ordinance adopting the "Hyrum City Municipal Code", a recodification of municipal ordinances encompassing the "Revised Ordinances of Hyrum City" and ordinances adopted through July 15, 1993; and

WHEREAS, Title 8 of the Hyrum City Municipal Code is known as the Health and Safety Ordinance of Hyrum City and sets forth regulations governing issues that may cause a public safety issue within the municipal limits; and

WHEREAS, Chapter 8.24 Abatement of Nuisances establishes a position to enforce Nuisances and other Hyrum City Municipal Code violation; and

WHEREAS, the position of Nuisance Inspector is created in Chapter 8.24; and

WHEREAS, Hyrum City Staff is recommending including the position of Community Improvement Officer along with the Nuisance Inspector to enforce codes violations.

NOW, THEREFORE, the Hyrum City Council hereby adopts, passes, and publishes the following:

AN ORDINANCE AMENDING CHAPTER 8.24 (ABATEMENT OF NUISANCES) OF THE HYRUM CITY MUNICIPAL CODE TO FURTHER DEFINE THE ESTABLISHED POSITION OF NUISANCE INSPECTOR TO ALSO BE KNOWN AS COMMUNITY IMPROVEMENT OFFICER; AND MISCELLANEOUS HOUSEKEEPING ITEMS.

BE IT ORDAINED by the City Council of Hyrum City, Cache County, State of Utah, as follows:

1. Chapter 8.24 of Title 8 of the Hyrum City Municipal Code be amended to read as follow:

8.24 Abatement Of Nuisances

- 8.24.010 Nuisance Inspector-Position Established
- 8.24.020 Nuisance Inspector-Authority
- 8.24.030 Notice
- 8.24.040 Hearing-Proceedings
- 8.24.050 Hearing-Determination
- 8.24.060 Failure To Comply
- 8.24.070 Abatement By City-Statement Of Expenses
- 8.24.080 Abatement By City-Failure To Reimburse For Expenses

- 8.24.090 Abatement By City-Collection Of Expenses By Lawsuit
- 8.24.100 Abatement By City-Collection Of Expenses Thorough Taxes
- 8.24.110 Criminal Proceedings
- 8.24.120 Violation-Penalty

8.24.010 Nuisance Inspector-Position Established

There is established the position of nuisance inspector / community improvement officer whose duties it shall be to enforce the provisions of the Hyrum City Municipal Code ~~HCC 2.44, HCC 8.16, HCC 8.20, HCC 8.24, HCC 10.24 and HCC 15.40~~. Until another person is designated, the chief of police shall enforce the provisions of ~~HCC 2.44, HCC 8.16, HCC 8.20, HCC 8.24, HCC 10.24 and HCC 15.40~~. More than one person may be appointed to act as inspector under this section. (Prior code § 10-351 (A))

8.24.020 Nuisance Inspector-Authority

The nuisance inspector is authorized to:

- A. Perform all functions necessary to enforce the provisions of HCC 2.44, HCC 8.16, HCC 8.20, HCC 8.24, HCC 10.24 and HCC 15.40;
- B. Inspect or cause to be inspected, as often as needed, all buildings, structures, lots or places for the purpose of determining whether such are in compliance with the provisions of Hyrum City Municipal Code. ~~HCC 2.44, HCC 8.16, HCC 8.20, HCC 8.24, HCC 10.24 and HCC 15.40~~. (Prior code § 10-351 (B))

8.24.030 Notice

If the nuisance inspector / community improvement officer concludes there exists an objectionable condition in violation of Hyrum City Municipal Code ~~HCC 2.44, HCC 8.16, HCC 8.20, HCC 8.24, HCC 10.24 and HCC 15.40~~, the inspector shall:

- A. Ascertain the names of the owners and occupants and descriptions of the premises where such objects and conditions exist;
- B. Serve notice in writing upon the owner and occupant of such premises, either personally or by mailing notice, postage prepaid, addressed to the owner and occupant at their last known post office addresses as disclosed by the records of the county assessor or as otherwise ascertained, requiring such owner or occupant, or both, as the case may be, to eradicate or destroy and remove the same within such time as the inspector may designate; provided, that any person notified pursuant to this subsection shall be given at least ten but not more than

twenty days, as determined by the inspector following the date of service of such notice, to correct the objectionable condition. The notice shall:

1. Contain a specific statement of the nature of the violation and generally describe the premises on which the violation exists,
 2. Inform the owner, occupant or other person that in the event he disagrees with the determination of the inspector and does not wish to comply with the provisions of the notice or that he objects to the factual or legal basis for the notice, he may request in writing a hearing before the governing body at a time and place to be set by the governing body. A written application for a hearing shall stay the time within which the person must conform to the provisions of the notice,
 3. Inform the person that in the event he fails or neglects to correct the objectionable condition, the municipality will correct the objectionable condition and will collect the costs of so correcting the objectionable condition by either a court action, in which case he will be assessed such costs together with reasonable attorney's fees and court costs, or will charge the costs of correcting the violation against the property as a tax.
- C. In the event the owner or occupant makes such request for a hearing, the governing body shall set the time and place for hearing objections and the recorder/clerk shall notify the owner, occupant, or other persons in writing of the time and place at which they may appear to be heard. The hearing shall not be heard within less than five days from the date of service or mailing of the notice of hearing. (Prior code § 10-351 (C))

8.24.040 Hearing-Proceedings

At the written request of an owner, occupant or other person having an interest in property which is the subject of a notice to remove or abate weeds, objectionable conditions, or objects from the property, the governing body shall conduct an informal hearing (which need not be reported) wherein such persons may present such evidence and argument as is pertinent to the question of whether or not the removal or abatement of the objects or

conditions is properly within the purview of Hyrum City Municipal Code HCC 2.44, HCC 8.16, HCC 8.20, HCC 8.24, HCC 10.24 and HCC 15.40. The governing body shall also permit the presentation of evidence and argument by the inspector and other interested parties. Thereafter within not less than five nor more than ten days, the governing body shall over the signature of the mayor or such other member of the governing body as it may designate render its written decision, a copy of which shall be mailed to or served upon the owner or other person to whom the original notice was given by the inspector. (Prior code § 10-352 (A))

8.24.050 Hearing-Determination

- A. In the event the decision of the governing body upholds the determination of the inspector, the notice originally given by the inspector as herein shall be deemed to be sufficient to require the owner or occupant to remove or abate the objectionable objects or conditions, and he shall have up to ten days from the date of notice of the decision within which to conform thereto, unless additional time, not to exceed thirty days, is authorized by the inspector.
- B. In the event that the decision of the governing body either overrules or modifies the determination of the inspector, the written decision of the governing body shall apprise the owner or occupant of the fact and set forth the details and extent to which the owner or occupant must make removal or other abatement of the objectionable objects or conditions, if any. The owner or occupant shall be required to conform to the decision of the governing body within ten days after service or mailing of a copy of the decision, and the decision shall be deemed to be the modified decision of the inspector unless additional time is authorized by the governing body.
- C. The inspector shall file an amended notice and proof of service of notice and file the same in the office of the county assessor. (Prior code § 10-352 (B), (C), (D)).

8.24.060 Failure To Comply

If any owner, occupant or other person having an interest in land described in such notice or decision to whom the notice was given shall fail or neglect to conform to the requirements thereof relating to the eradication, destruction or removal of such weeds, garbage, refuse, objects or structures, the inspector shall employ all necessary assistance to cause such objectionable objects or conditions to be removed or destroyed at the expense of the municipality. (Prior code § 10-353)

8.24.070 Abatement By City-Statement Of Expenses

The inspector shall prepare an itemized statement of all expenses incurred in the removal and destruction of nuisances, and shall mail a copy thereof to the owner or occupant or both or to persons having an interest in the property, demanding payment within twenty days of the date of mailing. The notice shall be deemed delivered when mailed by registered mail addressed to the last known address of the property owner, occupant, or person having an interest in the property. (Prior code § 10-354)

8.24.080 Abatement By City-Failure To Reimburse For Expenses

In the event the owner, occupant or person having an interest in the property, fails to make payment of the amount set forth in the statement to the municipal treasurer within the twenty days, the inspector either may cause suit to be brought in an appropriate court of law or may refer the matter to the county treasurer as provided herein. (Prior code § 10-355)

8.24.090 Abatement By City-Collection Of Expenses By Lawsuit

In the event collection of expenses of destruction and removal are pursued through the courts, the municipality shall sue for and receive judgment for all of the expenses of destruction and removal, together with reasonable attorney's fees, interest and court costs, and shall execute upon such judgment in the matter provided by law. (Prior code § 10-356)

8.24.100 Abatement By City-Collection Of Expenses Thorough Taxes

In the event that the inspector elects to refer the expenses of destruction or removal to the county treasurer for inclusion in the tax notice of the property owner, he shall make in triplicate an itemized statement of all expenses incurred in the destruction and removal of the same, and shall deliver the three copies of the statement to the county treasurer within ten days after the completion of the work of destroying or removing such weeds, refuse, garbage, objects or structures. Thereupon, the costs of the work shall be pursued by the county treasurer in accordance with applicable provisions of the state, county and municipal law, and the recalcitrant owner shall have such rights and shall be subject to such powers as are thereby granted. (Ord. 93-02 § 1 (part); prior code § 10-357)

8.24.110 Criminal Proceedings

The commencement of criminal proceedings for the purposes of imposing penalties for violations of Hyrum City Municipal Code HCC 2.44, HCC 8.16, HCC 8.20, HCC 8.24, HCC 10.24 and HCC 15.40 shall not be conditioned upon prior issuance of a notice or the granting to the defendant of an opportunity to abate or remove the nuisance. The provisions of this chapter relating to notice and abatement shall be deemed merely alternative and additional

methods of securing conformity to the provisions of Hyrum City Municipal Code HCC 2.44, HCC 8.16, HCC 8.20, HCC 8.24, HCC 10.24 and HCC 15.40. (Prior code § 10-358)

8.24.120 Violation-Penalty

- A. Any owner, occupant or person having an interest in the property subject to Hyrum City Municipal Code HCC 2.44, HCC 8.16, HCC 8.20, HCC 8.24, HCC 10.24 and HCC 15.40 who shall fail to comply with the notice or order given pursuant to Hyrum City Municipal Code HCC 2.44, HCC 8.16, HCC 8.20, HCC 8.24, HCC 10.24 and HCC 15.40 shall be guilty of a class C misdemeanor for each offense and further sum of ninety-nine dollars for each and every day such failure to comply continues beyond the date fixed for compliance.
- B. Compliance by any owner, occupant or person to whom a notice has been given as provided in this chapter shall not be admissible in any criminal proceeding brought pursuant to this section. (Prior code § 10-359)
2. REPEALER. All ordinances, resolutions, and zoning maps of the city, or parts thereof inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution or ordinance or part thereof.
3. DECLARATION OF SEVERABILITY. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Hyrum City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.
4. EFFECTIVE DATE. This ordinance shall become effective upon posting three (3) copies in three (3) public places within Hyrum City.
5. ADOPTION. This ordinance is hereby adopted and passed by the Hyrum City Council this 18th day of November, 2021.

HYRUM CITY

BY: _____
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

BOUNDARY AND FUTURE ANNEXATION AREA AGREEMENT

THIS BOUNDARY AND FUTURE ANNEXATION AREA INTERLOCAL COOPERATION AGREEMENT (the “**Agreement**”), is made and entered into by and between NIBLEY CITY, a Utah municipality, (“**Nibley**”), and HYRUM CITY, a Utah municipality (“**Hyrum**”), collectively referred to as “**Parties**” or individually as “**Party**.”

RECITALS

- A. Pursuant to the Utah Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code, the Parties are each authorized to enter into mutually advantageous agreements for joint or cooperative action.
- B. Each Party has adopted annexation policy plans that designate certain property outside of the Party’s boundaries as eligible for future annexation, described as expansion areas, according to the procedures set forth in Title 10, Chapter 2, Part 4 of the Utah Code.
- C. Pursuant to Utah Code § 10-2-401(6), Utah municipalities are authorized to negotiate and cooperate with each with respect to defining each municipality’s expansion area for future annexation.
- D. The Parties desire to avoid conflicts between their annexation policy plans and expansion areas and to reach a mutually beneficial understanding regarding the potential zoning, uses, and annexation of certain areas that that are adjacent to each Party.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties hereto agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to establish the understanding of the Parties regarding the location and boundary of each Party’s future annexation expansion areas, as well as potential uses and zoning that may be allowed in such areas. Nothing in this Agreement shall modify or adjust the existing boundaries of either Party.
2. **Legislative Power.**
 - a. The Parties are municipalities and political subdivisions of the State of Utah. Each Party has authority to adopt and pursue policies that best serve the interests of their residents.
 - b. This Agreement represents the Parties’ current mutual intent and policy with respect to expansion areas and future annexation decisions and zoning decisions regarding those areas. This Agreement is intended to serve as a guide and a statement of policy that will inform future legislative decisions, but the Agreement does not limit the legislative authority of either Party.
 - c. Subject to the above, the Parties agree to pursue amendments and changes to their respective annexation policy plans, expansion areas, ordinances, and regulations to reflect the terms of this Agreement.

3. **Expansion Areas.**

- a. The Parties agree to use 4400 South as the boundary of the Parties' respective expansion areas, with 4400 South serving as the north boundary of Hyrum's expansion area and the south boundary of Nibley's expansion area, as shown in the attached **Exhibit A**.
- b. Each Party agrees to not annex nor to encourage, entertain, or accept a petition for annexation of any property that is located on the other Party's side of 4400 South without the prior written consent of the other Party.
- c. Consent shall not be unreasonably withheld if it appears to the City Council of the Party whose consent is required that the city to whom the petitioning property owner wishes to be annexed can reasonably provide services to the property without adversely affecting existing, planned, or potential public spaces and public services of the consenting Party, and the property will be developed in a manner consistent with this Agreement.
- d. Annexations that border 4400 South shall extend to the centerline of 4400 South, or as otherwise required by Cache County.

4. **Zoning and Property Use.**

- a. The Parties agree to establish compatible zoning and land use regulations for property that is adjacent to 4400 South, in order to avoid discrepancies between use types, neighborhood configurations, and undue impacts on each other's public spaces and services.
- b. The Parties agree that properties within **660 feet** of 4400 South should be zoned for **agricultural, residential, or mixed agricultural/residential/commercial uses** and have a maximum density of **eight equivalent residential units (ERU) per acre**, unless a higher density is authorized by the other Party in writing.
- c. Parks, trails, and open spaces should be provided or required as part of any development of property adjacent to 4400 South to avoid undue impact on one Party's public spaces and services, to facilitate compatible neighborhoods, and to provide interconnectivity between the cities and their residents.
- d. Industrial or manufacturing uses shall not be located within **660 feet** of 4400 South.

5. **Notice.**

- a. The Parties agree to provide notice to each other, or to the board established in Section 6, regarding any annexation petition, zone change, or land use/development application that will affect the areas and properties described herein. The notice shall be in writing and be provided at least 14 days in advance of the first public meeting or public hearing at which the matter may be considered.

- b. A Party's compliance with notice requirements established under Utah State Law shall satisfy this section if such requirements provide require notice to be specifically provided to the other Party. Publication of notice on a website or newspaper is insufficient.

6. **Administration of Agreement.**

- a. The Parties to this Agreement do not contemplate or intend to establish a separate legal entity under the terms of this Agreement. The Parties agree that this Agreement does not anticipate or provide for any organizational changes in or to the Parties.
- b. Pursuant to Utah Code § 11-13-207, the administration of this Agreement shall be by way of a joint board consisting of representatives from each Party. The number and makeup of the board shall be determined by the parties, and may be modified or changed from time or time, provided that each Party shall have equal representation. The initial board shall consist of each Party's mayor, city manager or planner, and one representative from the respective Party's City Council. The board shall not have authority to make final decisions regarding public policy or public funds, but shall function to inform, recommend, and coordinate actions and policies between the Parties pursuant to this Agreement.
- c. Unless otherwise agreed to, each Party shall keep their own respective books and records related to this Agreement in accordance with applicable laws and regulations. Each Party shall be entitled to review and inspect all books and records related to this Agreement during business hours upon request and reasonable notice.

7. **Real and Personal Property.**

- a. The Parties agree that they will not acquire, hold, or dispose of any real property pursuant to this Agreement. At all times and upon termination of this Agreement, all real property shall remain the property of the Party that acquired it.
- b. The Parties agree that they will not acquire, hold, and dispose of any personal property except as necessary to carry out the terms of this Agreement. At all times and upon termination of this Agreement, all personal property shall remain the property of the Party that acquired it.

8. **Effective Date and Term.**

- a. The Effective Date of this Agreement shall be the date all conditions of approval provided in Section 10 of this Agreement have been satisfied ("**Effective Date**").
- b. The term of this Agreement shall be from the Effective Date up through and including December 31, 2031, unless terminated or extended as set forth in Section 9.

9. **Termination.**

- a. This Agreement shall continue in effect until:

- i. The Parties mutually consent in writing to terminate the Agreement;
 - ii. Either Party elects to terminate the Agreement, with or without cause, by providing the other Party ninety (90) days' written notice; or
 - iii. The term of the Agreement expires.
- b. This Agreement may be extended by the mutual, written consent of the Parties, with or without written amendments, but in no event shall the term of this Agreement extend beyond fifty (50) years.

10. **Conditions of Approval.**

- a. This Agreement is conditioned upon each of the following:
- b. The approval and adoption of the Agreement by resolution of the legislative body of each Party in accordance with the Utah Interlocal Cooperation Act, Title 11, Chapter 13, of the Utah Code;
- c. The written approval of the authorized attorney of each Party in accordance with the Utah Interlocal Cooperation Act, Title 11, Chapter 13, of the Utah Code.

11. **Amendments.** The terms of this Agreement may not be amended, changed, modified, or altered except by an instrument in writing authorized and executed by each Party pursuant to the requirements of the Utah Interlocal Cooperation Act.

12. **Authorization and Filing.** The individuals executing this Agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties. Each Party shall be responsible for the timely submission, filing, or recording of the Agreement and any subsequent amendment or termination thereof with the appropriate governmental or regulatory offices, in the proper form and format as required by law.

13. **Governing Law, Jurisdiction, and Venue.** This Agreement and all claims or causes of action arising therefrom shall be construed and governed by and enforced in accordance with the laws of the State of Utah, including its statutes of limitation. Any dispute, claim, or cause of action regarding the interpretation or application of this Agreement shall be brought and maintained in the courts of the State of Utah, Cache County, Utah, which courts shall have jurisdiction over this Agreement and the Parties thereto.

14. **Immunity.** By entering into this Agreement, the Parties do not waive any governmental or sovereign immunity. Each Party specifically retains all immunities and defenses available to it as a sovereign or governmental entity pursuant to state and federal law, including the Utah Governmental Immunity Act. Designations of venue, choice of law, insurance and indemnification conditions, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign or governmental immunity.

IN WITNESS WHEREOF, the Parties have caused their proper and duly authorized officers to execute and deliver this Agreement.

For Nibley City

For Hyrum City

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attest:

Attest:

Recorder: _____

Recorder: _____

Attorney Approval as to Form and
Compatibility with Law

Attorney Approval as to Form and
Compatibility with Law

Attorney: _____

Attorney: _____