



CITY COUNCIL MEETING

Thursday, March 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, March 17, 2022. 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. [Camilla McCammon - To request a Home Occupation Business License at 533 South 625 East for children's show choir lessons.](#)
 - B. [Becka Livingston - To request a Home Occupation Business License at 473 West 60 South for skincare.](#)
 - C. [Alyna Ohling, CAPSA - To share a message about Sexual Assault Awareness Month.](#)
 - D. [Jamie Olsen - To request approval of an amendment to the Olsen Pioneering Agreement for installation of an 8" culinary water line on 6800 South.](#)
 - E. [Randy Godfrey, Sunray Properties - To request Site Plan approval for a 39,200 square foot building with 11 bays at approximately 230 North Center Street.](#)
 - F. [Dan Larsen, Auburn Hills, LLC. - To request preliminary plat approval for Auburn Hills Phase 7 located at approximately 720 East 600 South for a 41 single family lot subdivision located on approximately 15 acres.](#)
 - G. [David Madsen, Terra Alta Ventures - To request Concept Plan approval for Harvest Valley Court P.U.D. a senior living community consisting of 37 units on 3.75 acres located at 43 North 300 East.](#)
 - H. [Cache County Sheriff Chad Jensen - To present the Cache County's Sheriff report for 2021 and to discuss the 2022-2023 Law Enforcement Contract.](#)

10. OTHER BUSINESS

- A. [Consideration and approval of the 2022-2023 Law Enforcement Contract with Cache County.](#)
- B. To discuss the sale of upto 1.5 acres of Salt Hollow Park expansion property to the Bear River Health Department.
- C. Discussion on the electric utility and approval of equipment and leases.
- D. [Consideration and approval of the Elite Hall Masonry Contract.](#)
- E. Mayor and City Council reports.

11. 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 **14th day of March, 2022**. Stephanie Fricke, MMC, City Recorder.



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

BUSINESS LICENSE APPLICATION

For businesses with a permanent physical location in Hyrum City limits.

Business Name: South Cache TavaCi

"Doing Business As": _____

Business Address: 533 S 625 E Hyrum, UT 84319

Mailing Address: same as above

Business Phone #: (435) 720-0015

E-mail: southcachetavaci@gmail.com

Website: none yet

Utah State Tax Commission Sales Tax #: _____

State and/or Federal License #: _____

Nature of Business: Children's Snow Choir

Owner Name: Camilla McCammon

Manager Name: Jacque Rupp Manager Phone #: (435) 938-8633

Manager Address: 4053 W 3770 S
Wellsville, UT 84339

I affirm that: I am authorized agent of the business for which application is being made, and the information on this form is both complete and accurate to the best of my knowledge.

Camilla McCammon

2/28/22

Owner Signature

Printed Name

Date

Office Use Only

Approved by: _____ Date Approved: _____ License #: _____

Date Paid: _____ Amount: _____ Receipt #: _____



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.

Applicant(s) Name: Camilla McCammon, Jacque Rupp
Date Submitted: Feb. 28, 2022
Address: 533 S 625 E Hyrum, UT 84319
Telephone #: (435) 720-0015
Name of Business: South Cache Tava Ci

1. What is the proposed home occupation? Children's Show Choir Directors
2. How many clients will be coming to the home at any one time during a daily interval?
20-30 Thursday 4:15-7:00 - 3 groups
3. What provisions are available for off street parking? Picking up / Dropping off
~ 20 1st group
~ 20 2nd group
~ 10 3rd group
4. What type of equipment, materials, machinery, tools, and merchandise stock are involved in the home occupation? Sound system, white board
5. What type of modifications to the residential structure are anticipated because of the home occupation? None

ALL HOME OCCUPATIONS MUST COMPLY WITH THE FOLLOWING REQUIREMENTS OF ZONING ORDINANCE 5.04.200 (please initial)

CM A. "Home occupation" means an occupation performed wholly within a residence or the yard and accessory buildings being a part of such residence. Home occupations shall not change the character of the residence or the residential neighborhood. A business license is required for some home occupations. They shall be issued for a one-year period and are renewable. The City Council may review a license in reaction to neighbor's complaints and may revoke it if evidence warrants this action.

- CM B. Two levels of home occupations exist. Both are required to maintain all of the standards of a home occupation business license. Because of the potential negative impact on residential area, the following businesses are prohibited as home occupations: auto/RV repairs, salvage yards, major appliance repair, or service.
- CM C. Level one applicants are in occupation categories that the City Council has determined have virtually no negative impact on residential neighborhoods and do not require a license. Occasional businesses operated by a minor are not required to obtain a business license.
- CM D. All applicants whose home occupations receive commercial delivery service, has signage advertising the business, performs services in view or hearing of the public, or has customers coming to the residence, are considered level two home occupations and require a license. They also may be required to meet with the City Council and explain how their home occupation is in conformance with the home occupation standards. The City Council may attach limitations or conditions to their licenses.
- CM E. Home occupation standards:
 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).
 2. The occupation will be conducted entirely within the house, yard, and existing outbuildings.
 3. The home occupation license covers only residents of the home.
 4. No outside storage of goods or materials is permitted.
 5. Pedestrian and vehicular traffic will not be in excess of that normally associated with a residential neighborhood.
 6. One sign will be permitted on the property. It must meet the requirements of 17.72.010 "Name Plate".
 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.
 8. No noise, odor, light, vibrations or dust in excess of that normally associated with a residential neighborhood shall pass beyond the premises.
 10. State licenses will be required for "Professional Child Care".
- CM F. The City Council may, at their discretion, waive certain of the above standards for the elderly or handicapped.

In order to guarantee that the Home Occupation, once authorized, will not become a nuisance to the neighbors, the City Council may impose other reasonable conditions initially and also subsequently to protect the public health, safety, peace, and welfare of the residents of the surrounding area.

Applicant's Affidavit: I (we), Camilla McCammon, affirm that I (we) am (are) the owner(s) or authorized agent(s) of the owner of property involved in the attached application and that the statements and answers therein contained and the information provided in the attached plans and other exhibits are complete, to the best of my (our) knowledge and, that the statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

Property Owner(s) Signature: [Signature]

Applicants Signature: [Signature]

(No subject)

Keesha Rinderknecht <keesha_nielsen@hotmail.com>

Thu 3/10/2022 11:45 AM

To: Keesha Rinderknecht <keesha_nielsen@hotmail.com>



60 West Main Street
Hyrum, Utah 84319
435-245-3333
www.hyumcity.com

BUSINESS LICENSE APPLICATION

For businesses with a permanent physical location in Hyrum City limits

Business Name: P2 Revitalized

Doing Business As: Esthetician

Business Address: 473 W 605 Hyrum UT 84319

Mailing Address: 473 N 605 Hyrum UT 84319

Business Phone #: (435) 757-7844

E-mail: becka.livingston33@gmail.com

Website: N/A

Utah State Tax Commission Sales Tax #:

State and/or Federal License #: 606095385-1101

Nature of business: Skincare

Owner Name: Becka Livingston

Manager Name: Becka Livingston Manager Phone #: (435) 757-7844

Manager Address: Same as above

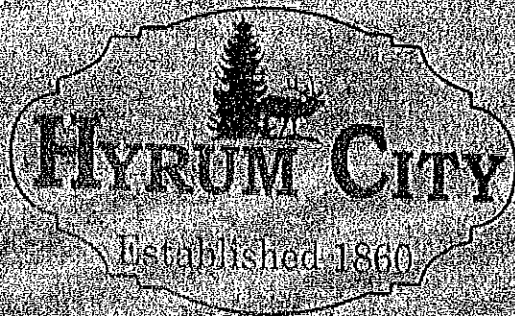
I affirm that I am authorized agent of the business for which this application is being made, and the information on this form is both complete and accurate to the best of my knowledge.

Owner Signature: _____ Printed Name: _____ Date: _____

Office Use Only

Approved by: _____ Date Approved: _____ License # _____

Date Issued: _____ Amount: _____ Recipient: _____



60 West Main Street
Hyrum, Utah 84319
435-245-2033
www.hyrumcity.com

HOME OCCUPATION BUSINESS LICENSE APPLICATION

(for business operating within a residence in city limits)

Applicant(s) Name: Debra Livingston

Date Submitted: _____

Address: 413 W. 100s Hyrum UT 84319

Telephone #: (435) 757-7844

Name of Business: B. Revitalized

1. What is the proposed home occupation? Esthetician

2. How many clients will be coming to the home at any one time during a daily interval?
6 clients a week

3. What provisions are available for off street parking? pay driveway

4. What type of equipment, materials, machinery, tools, and merchandise stock are involved in the home occupation? skincare products, high frequency machine, steamer

5. What type of modifications to the residential structure are anticipated because of this home occupation? none

ALL HOME OCCUPATIONS MUST COMPLY WITH THE FOLLOWING REQUIREMENTS OF ZONING ORDINANCE 5.04.200 (please initial)

V/d A. "Home occupation" means an occupation performed wholly within a residence or the yard and accessory buildings being a part of such residence. Home occupations shall not change the character of the residence or the residential neighborhood. A business license is required for some home occupations. They shall be issued for a one-year period and are renewable. The City Council may review a license in reaction to neighbor's complaints and may revoke it if evidence warrants this action.

- B.F. B. Two levels of home occupations exist. Both are required to maintain all of the standards of a home occupation business license. Because of the potential negative impact on residential area, the following businesses are prohibited as home occupations: auto/RV repairs, salvage yards, major appliance repair, or service.
- B.F. C. Level one applicants are in occupation categories that the City Council has determined have virtually no negative impact on residential neighborhoods and do not require a license. Occasional businesses operated by a minor are not required to obtain a business license.
- B.F. D. All applicants whose home occupations receive commercial delivery service, has signage advertising the business, performs services in view or hearing of the public, or has customers coming to the residence, are considered level two home occupations and require a license. They also may be required to meet with the City Council and explain how their home occupation is in conformance with the home occupation standards. The City Council may attach limitations or conditions to their licenses.
- B.F. E. Home occupation standards:
- B.F. 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).
 - B.F. 2. The occupation will be conducted entirely within the house, yard, and existing outbuildings.
 - B.F. 3. The home occupation license covers only residents of the home.
 - B.F. 4. No outside storage of goods or materials is permitted.
 - B.F. 5. Pedestrian and vehicular traffic will not be in excess of that normally associated with a residential neighborhood.
 - B.F. 6. One sign will be permitted on the property. It must meet the requirements of 17.72.010 "Name Plate".
 - B.F. 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.
 - B.F. 8. No noise, odor, light, vibrations or dust in excess of that normally associated with a residential neighborhood shall pass beyond the premises.
 - B.F. 10. State licenses will be required for "Professional Child Care".
- B.F. F. The City Council may, at their discretion, waive certain of the above standards for the elderly or handicapped.

In order to guarantee that the Home Occupation, once authorized, will not become a nuisance to the neighbors the City Council may impose other reasonable conditions initially and also subsequently to protect the public health, safety, peace, and welfare of the residents of the surrounding area.

Applicant's Affidavit: I (we), Becky Livingston, affirm that I (we) am (are) the owner(s) or authorized agent(s) of the owner of property involved in the attached application and that the statements and answers therein contained and the information provided in the attached plans and other exhibits are complete, to the best of my (our) knowledge and, that the statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

Property Owner(s) Signature: Becky Livingston

Applicant's Signature: Becky Livingston

OLSEN PIONEERING AMENDMENT
CITY COUNCIL MEETING
MARCH 17, 2022

The original agreement for recovering cost of installing an 8-inch waterline in 6800 South reads:

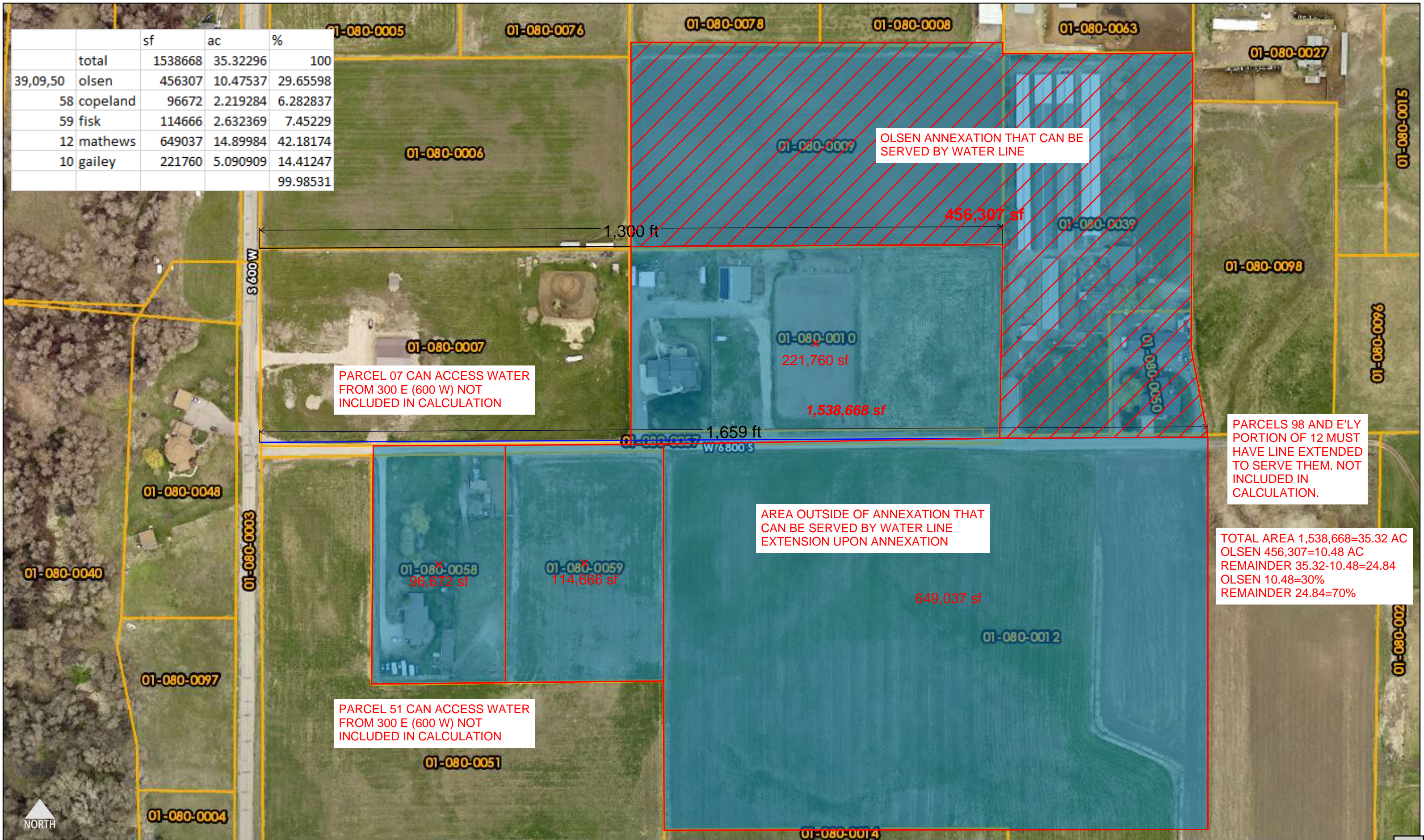
The estimated cost for the water main extension is \$60,000 including design and construction. Applicant is entitled to reclaim up to 70% of the cost from other lots that develop along this main. The period to collect shall be 10 years following the construction of the culinary main. This shall be done on a per connection basis. Each connection to this main shall contribute \$2500.00. The City does not have the resources to track service connections for reimbursement and it shall be the applicant's responsibility to notify the City when new connections are to be made.

Due to the increased cost of development since the approval of the annexation agreement, costs have increased sharply. It is estimated that the total cost of the installation of the waterline is nearing \$120,000. The Olsen family is asking that the connection amount and the period of recovery be reconsidered to allow for a chance to help offset the initial cost to bring water to their residences. As part of the offset cost, the Olsen family is also asking that the Council consider waiving the connection and impact fee for the two connections for their existing houses.

The applicant would like to amend the agreement to read:

The estimated cost for the water main extension is ~~\$60,000~~ \$120,000 including design and construction. Applicant is entitled to reclaim up to 70% of the cost from other lots that develop along this main. The period to collect shall be ~~10~~ 15 years following the construction of the culinary main. This shall be done on a per connection basis. Each connection to this main shall contribute ~~\$2500.00~~ \$5000.00. The City does not have the resources to track service connections for reimbursement and it shall be the applicant's responsibility to notify the City when new connections are to be made.

	sf	ac	%
total	1538668	35.32296	100
39,09,50 olsen	456307	10.47537	29.65598
58 copeland	96672	2.219284	6.282837
59 fisk	114666	2.632369	7.45229
12 mathews	649037	14.89984	42.18174
10 gailey	221760	5.090909	14.41247
			99.98531



OLSEN ANNEXATION THAT CAN BE SERVED BY WATER LINE

PARCEL 07 CAN ACCESS WATER FROM 300 E (600 W) NOT INCLUDED IN CALCULATION

PARCELS 98 AND E'LY PORTION OF 12 MUST HAVE LINE EXTENDED TO SERVE THEM. NOT INCLUDED IN CALCULATION.

AREA OUTSIDE OF ANNEXATION THAT CAN BE SERVED BY WATER LINE EXTENSION UPON ANNEXATION

TOTAL AREA 1,538,668=35.32 AC
 OLSEN 456,307=10.48 AC
 REMAINDER 35.32-10.48=24.84
 OLSEN 10.48=30%
 REMAINDER 24.84=70%

PARCEL 51 CAN ACCESS WATER FROM 300 E (600 W) NOT INCLUDED IN CALCULATION



SUNRAY PROPERTIES BUILDING II
SITE PLAN APPROVAL
230 NORTH CENTER STREET
CITY COUNCIL MEETING
MARCH 17, 2022

SUMMARY: Sunray Properties is seeking site plan approval for a new 39,200 square foot building at approximately 230 North Center Street. This structure will have approximately eleven bays that will be available for lease to various companies.

ZONING: M-1 Light Industrial

NOTES:

Planning Commission Discussion:

Signage: Signage is to be provided for the complex under a separate application. Individual businesses to apply for signage individually.

ADA: Based on the number of total parking stalls, additional ADA stalls should be provided. These should be spread around the building to provide access to multiple bays/businesses.

Snow Storage: Site plan to be updated to show provisions for snow storage and handling.

Trash Enclosures: Dumpster areas to be provided away from parking stalls. Enclosures should be provided to provide screening from residential areas and help prevent debris from blowing away. Trash collection to be located on the north side of the building away from residences.

Lighting: Lighting should be shown on the site plan. Lighting is to be situated to prevent light from spilling into residential areas.

Landscaping: Landscaping to be provided along all street frontages. Xeriscape is permitted.

Roadway/Driveway: Driveway at southeast corner should be moved to provide minimum ten feet from property line. Drive entrance may be up to 36 feet wide.

Demand: Space rental is high. Owner has a potential tenant for about half of the building already.

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

JOSEPH T. BECK ARCHITECT, INC.
650 NORTH 400 WEST
SMITHFIELD, UTAH
(435) 764-6742



DATE
DEC 29, 2021

PROJECT TITLE
SUNRAY PROPERTIES II
250 NORTH CENTER STREET
HYRUM, UTAH

SHEET TITLE
REF. SITE PLAN
CODE REVIEW
SHEET LEGEND

PROJECT NUMBER

REVISIONS

SHEET NUMBER

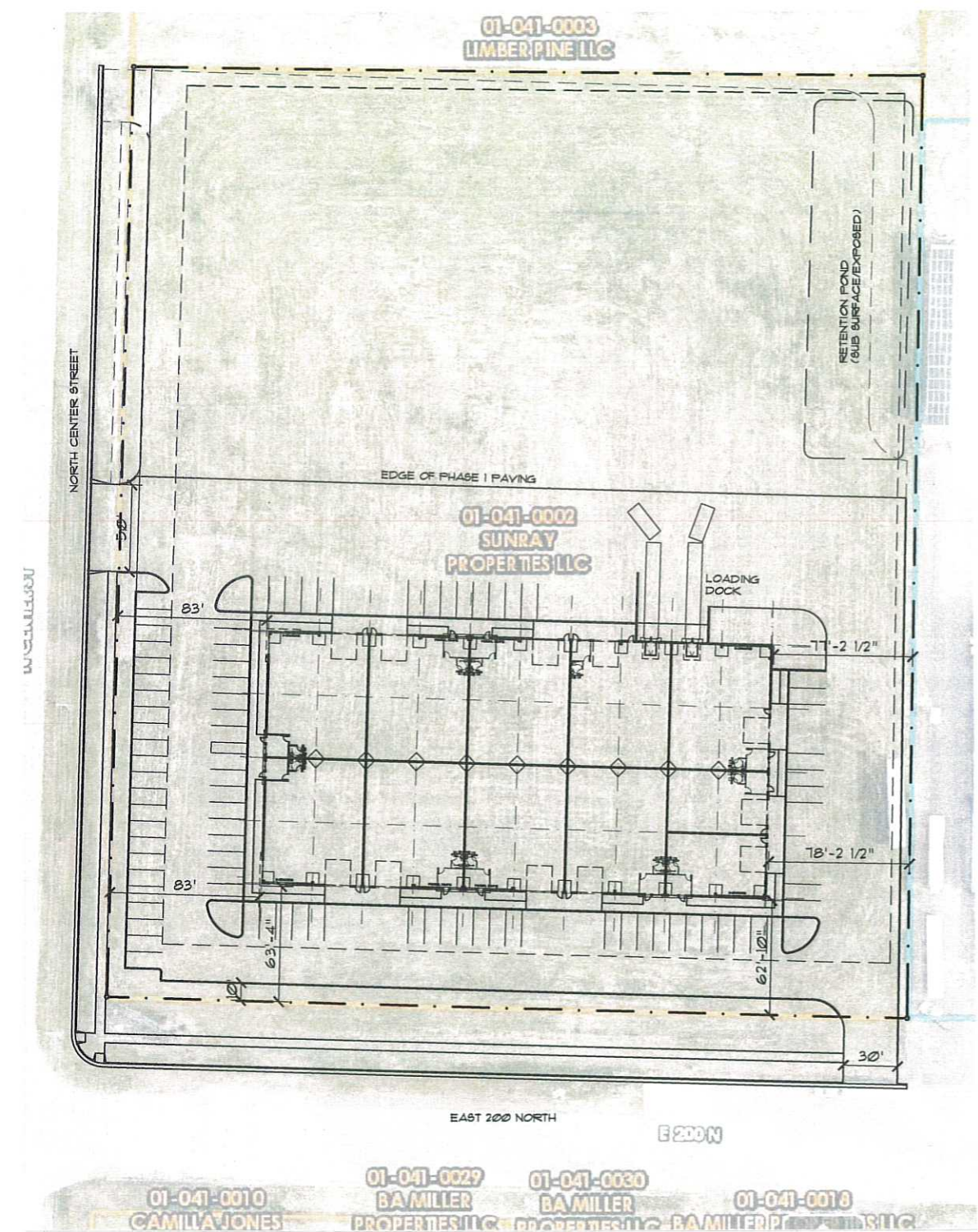
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SUNRAY PROPERTIES BUILDING II

APPROX 250 NORTH CENTER STREET HYRUM, UTAH

CODE REVIEW I.B.C. 2018

DESCRIPTION	IBC REFERENCE	REMARKS
OCCUPANCY STORAGE MEDIUM HAZARD STORAGE	5-1 Chapter 3 SECTION NO. 3112	
BASIC ALLOWABLE BUILDING HEIGHT, FLOOR AREA AND STORY IN HEIGHT MAX HEIGHT IN FEET (ALLOWED) 9'-10 1/8" 15' MAX ALLOWED MAXIMUM # OF FLOORS (5-10 1/8") 2 STORY ALLOWED	Chapter 5 Table No. 504.3 Table No. 504.4	Provided: PROVIDED HT = 30'-2" PROVIDED STORIES = 1
5-1 OCCUPANCIES BASIC FLOOR AREA (ALLOWED - 5-10 1/8") 10,000 SF.	Table No. 506.2	
ALLOWABLE AREA	10,000 SF. SECTION NO. 106	ACTUAL SF. = 39,413
TYPE OF CONSTRUCTION Fire Resistive Requirements Building Element 1. Structural Frame 2. Exterior Bearing Walls Interior Bearing Walls 3. Non-Bearing Walls - Exterior 4. Non-Bearing Walls - Interior 5. Floor Construction - Beams and Joists 6. Roof Construction - Beams and Joists	Chapter 6 Table No. 601 TYPE 5/IIIB Fire Resistive Rating (in Hours) 0 0 0 0 0 0	Comply
INTERIOR FINISHES SPRINKLERED - 5-1 EXIT ENCLOSURES AND PASSAGEWAYS CORRIDORS ROOMS AND ENCLOSED SPACES	Chapter 8 TABLE 803.3 C C C	WILL COMPLY WILL COMPLY WILL COMPLY
FIRE PROTECTION AUTOMATIC SPRINKLER SYSTEM - REQUIRED (FIRE AREA IS GREATER THAN 12,000 SF.) FIRE ALARM SYSTEM - NOT REQUIRED MEANS OF EGRESS ILLUMINATION	Chapter 9 SECTION 903.2.9 SECTION 907.2 SECTION 1006.3	NOT REQUIRED 5-1 OCC'S EMERGENCY LIGHTING SHALL BE PROVIDED THROUGHOUT
OCCUPANT LOAD MEDIUM HAZARD STORAGE - 5-1 WAREHOUSE - 39,413 SF./500/OCC. = 79 OCCUPANTS	Chapter 10 Table No. 1004.5	TOTAL OCCUPANTS = 79
EXITING TWO EXITS REQ'D PER FLOOR GREATER THAN 49 OCC'S (5-1) TABLE 1004.5 ACCESSIBLE MEANS OF EGRESS	Chapter 10 TABLE 1004.5 SECTION 1007	26 EXITS PROVIDED 76 ACCESSIBLE = 100%
ACCESSIBILITY GROUP 5-1 GOODS AND SERVICES WILL BE ACCESSIBLE TO PERSONS WITH DISABILITIES *FURNITURE LAYOUT SHALL BE PLACED TO PROVIDE ACCESSIBILITY THROUGHOUT THE SPACE.	Chapter 11	COMPLY
PLUMBING SYSTEMS 5-1 OCCUPANCIES - WAREHOUSE MALE = 40 OCCUPANTS FEMALE = 40 OCCUPANTS TOTAL FIXTURES REQUIRED	Chapter 29 TABLE 2902.1 TOILET = 1 LAV = 1 TOILET = 1 LAV = 2	SERVICE SINK = 1 FOUNTAIN = 1
TOTAL FIXTURES PROVIDED	TOILETS = 11 LAV = 11	SERVICE SINK = 11 FOUNTAIN = 11



SHEET INDEX

- ARCHITECT**
JOSEPH T. BECK ARCHITECT, INC.
491 EAST 520 SOUTH
SMITHFIELD, UTAH 84335
435-764-6742
JTB@ARCHITECT@GMAIL.COM
- CIVIL / LANDSCAPE ENGINEERING**
CACHE LANDMARK ENGINEERING
1011 WEST 400 NORTH, SUITE 130
LOGAN, UTAH 84321
435-713-0099
- STRUCTURAL ENGINEERING**
"DEFERRED SUBMITTAL"
(UNDER SEPARATE COVER)
- MECHANICAL ENGINEERING**
MORTENSEN ENGINEERING, INC.
251 SOUTH 830 EAST
SMITHFIELD, UTAH 84335
435-719-9534
LORIN.MORTENSEN@COMCAST.NET
- ELECTRICAL ENGINEERING**
SINE SOURCE ENGINEERING
95 WEST GOLF COURSE RD, SUITE 102
LOGAN, UTAH 84321
435-781-1445
WWW.SINESOURCE.COM
- FIRE SUPPRESSION ENGINEERING**
"DEFERRED SUBMITTAL"
(UNDER SEPARATE COVER)
- A0.0 COVER SHEET/SITE PLAN/CODE REVIEW
 - A1.0 OVERALL FLOOR PLAN
 - A1.1 ENLARGED PLAN/COLUMN DETAILS/DOCK DOOR ELEV
 - A2.0 EXTERIOR ELEVATIONS
 - A2.1 INTERIOR ELEVATIONS/SCHEDULES/GLAZING/RATED WALL SECTION
 - A3.0 SECTIONS
 - C-0.1 GENERAL NOTES AND LEGEND
 - C-1.0 SITE / UTILITY PLAN
 - C-3.0 DRAINAGE / GRADING PLAN
 - C-5.0 DETAIL SHEET
 - C-5.1 DETAIL SHEET
 - C-5.1 EROSION CONTROL PLAN
 - M0.1 MECHANICAL NOTES / SPECIFICATIONS
 - M1.0 MECHANICAL PLAN
 - M2.0 TYP MECHANICAL PLANS/DETAILS/SCHEDULES
 - P0.1 PLUMBING NOTES AND SPECIFICATIONS
 - P1.0 PLUMBING PLAN
 - P2.0 PLUMBING DETAILS AND SCHEDULES
 - E0.01 ABREVS, GPN, LEGEND, SHEET INDEX
 - E0.02 SPECIFICATIONS
 - E0.03 SPECIFICATIONS
 - E3.01 ELECTRICAL SITE PLAN
 - E2.01 LIGHTING PLAN
 - E3.01 POWER PLAN
 - E5.01 ELECTRICAL DETAILS
 - E6.01 ELECTRICAL ONE-LINE DIAGRAM

REFERENCE SITE PLAN
SCALE: 1" = 40' - 0"
PLAT ID. # - 01-041-0002
(SEE 'C' SHEETS FOR DETAILS)

JOSEPH T. BECK ARCHITECT, INC.
650 NORTH 400 WEST
SMITHFIELD, UTAH
(435) 784-6742



DATE
DEC 29, 2021

PROJECT TITLE
SUNRAY PROPERTIES II
250 NORTH CENTER STREET
HYRUM, UTAH

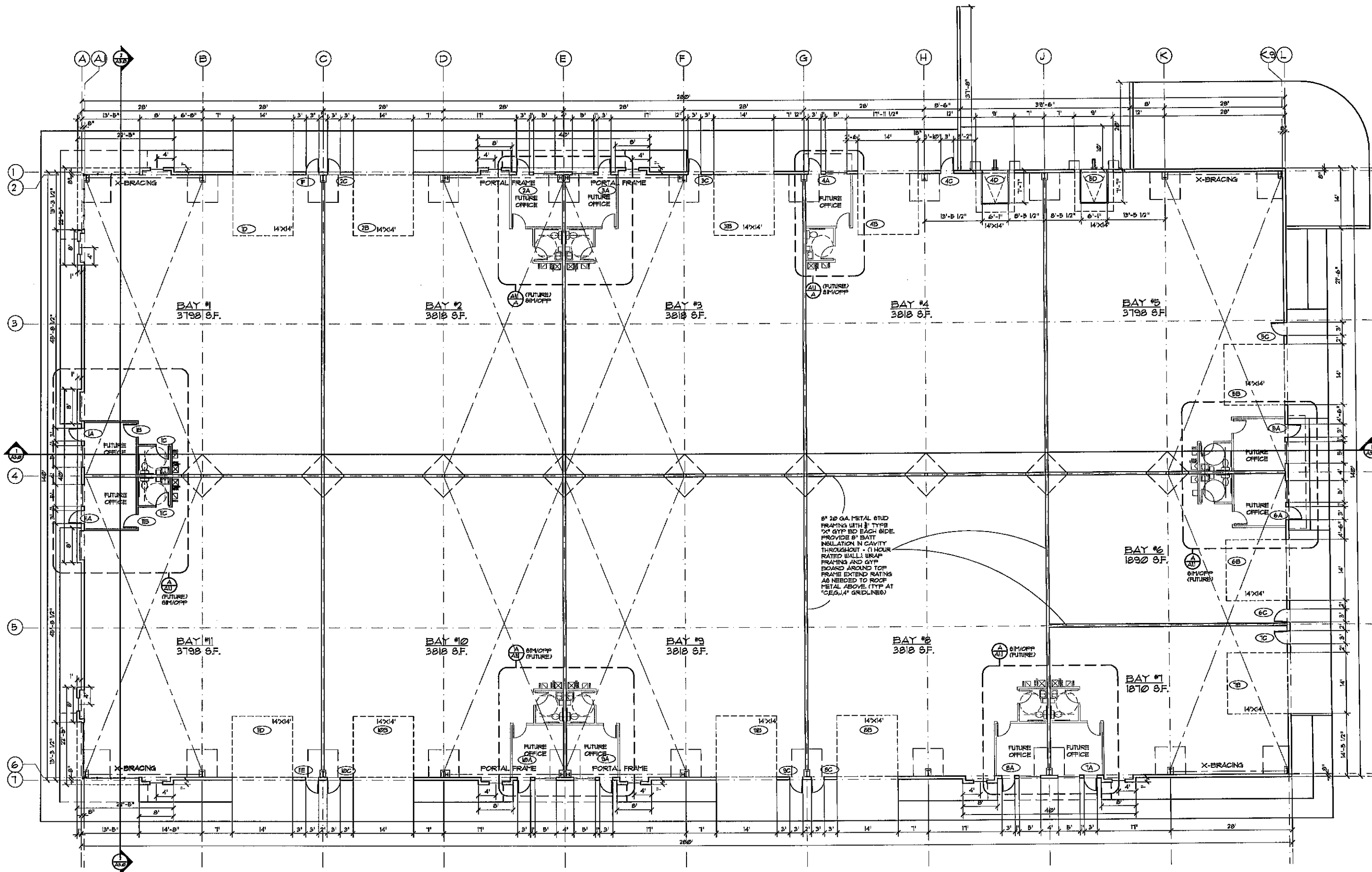
SHEET TITLE
FLOOR PLAN

PROJECT NUMBER

REVISIONS

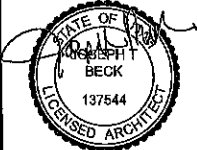
SHEET NUMBER

A1.0



FLOOR PLAN
SCALE: 1" = 10' - 0"
30/10 0.F.

JOSEPH T. BECK ARCHITECT, INC.
 650 NORTH 400 WEST
 SMITHFIELD, UTAH
 (435) 764-6742



DATE
 DEC 29, 2021

PROJECT TITLE
**SUNRAY PROPERTIES II
 250 NORTH CENTER STREET
 HYRUM, UTAH**

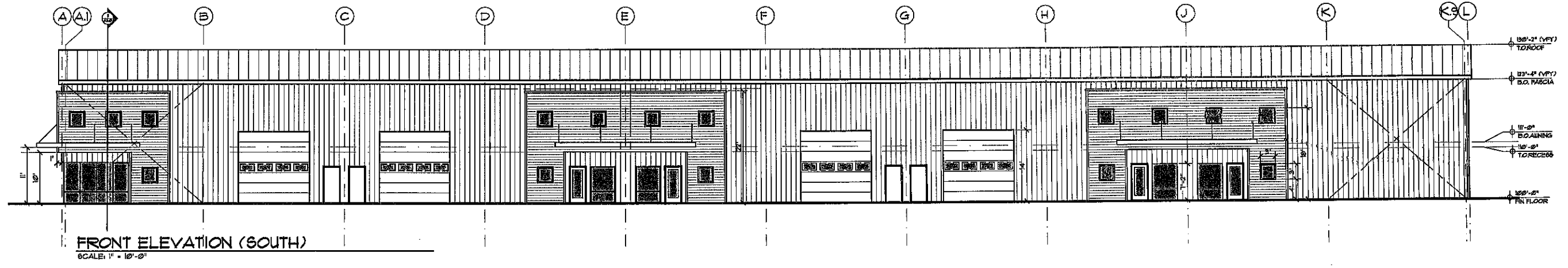
SHEET TITLE
**EXTERIOR
 ELEVATIONS**

PROJECT NUMBER

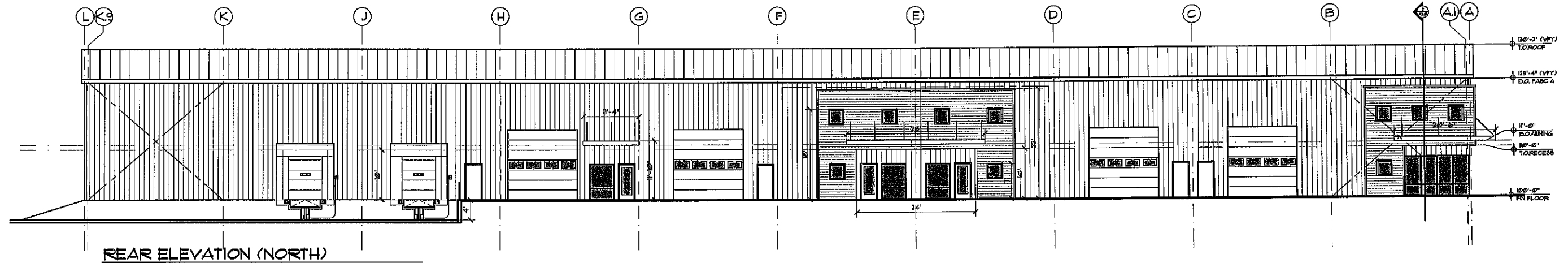
REVISIONS

SHEET NUMBER

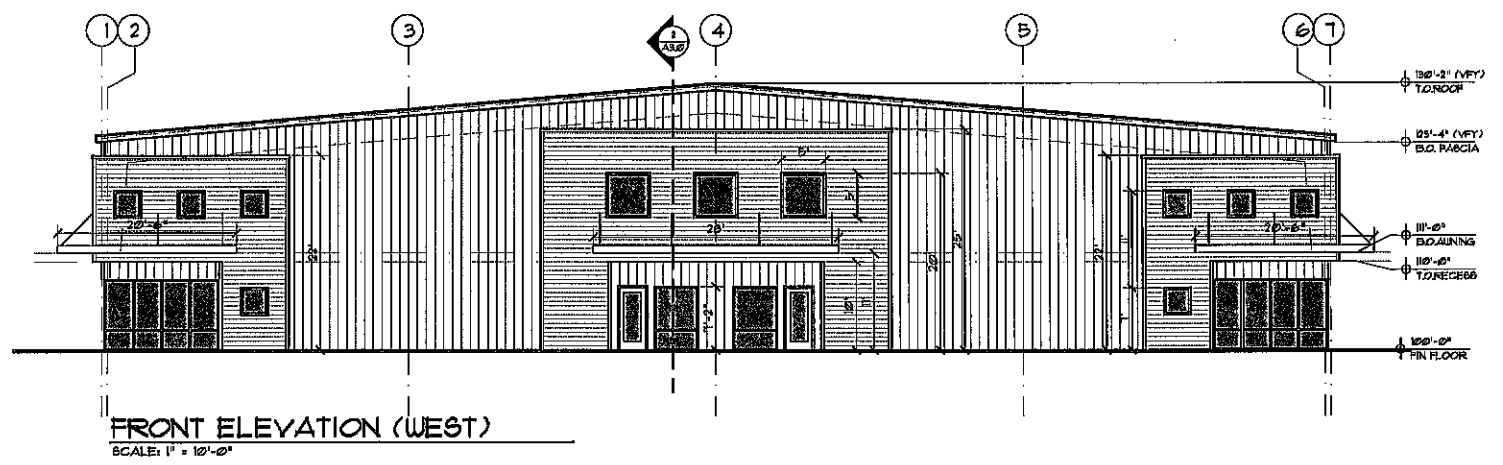
A2.0



FRONT ELEVATION (SOUTH)
 SCALE: 1" = 10'-0"

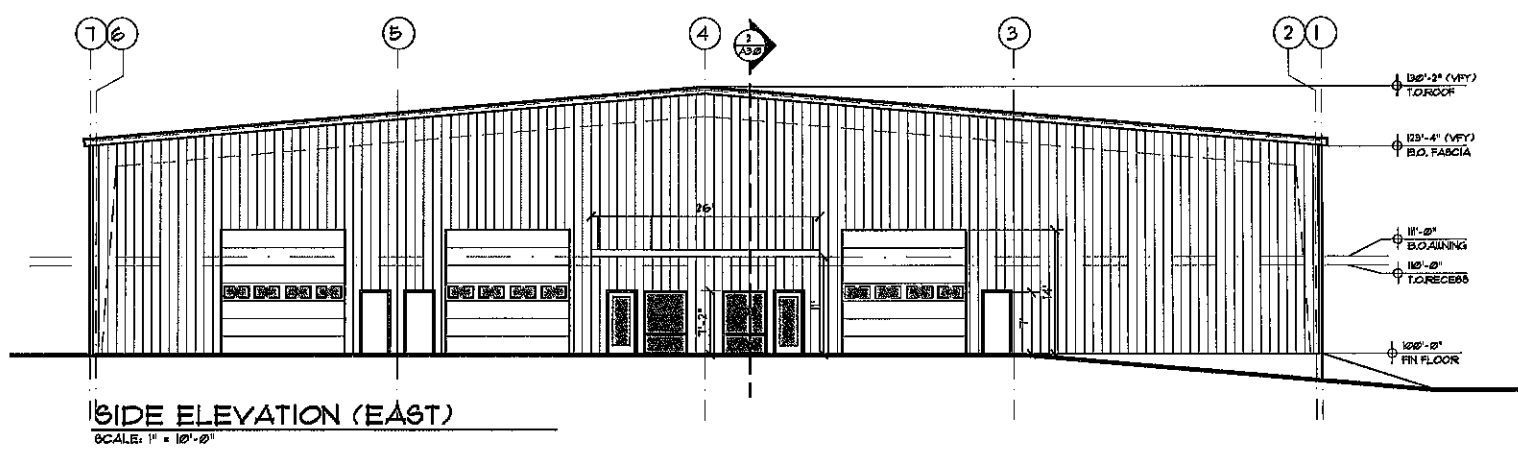


REAR ELEVATION (NORTH)
 SCALE: 1" = 10'-0"



FRONT ELEVATION (WEST)
 SCALE: 1" = 10'-0"

- ELEVATIONS NOTES:**
- 2 COLORS OF EXTERIOR METAL PANELING TO BE SELECTED BY OWNER. TRIM METAL COLOR TO COMPLEMENT THE ADJACENT PANEL COLORS.
 - NOTE SUGGESTED PANEL ORIENTATIONS SHOWN. REPLICATE THIS APPEARANCE WITH MANUFACTURERS STANDARD MATERIALS AVAILABLE TO ACHIEVE THE LOOK DESIRED.
 - SEE SHEET A2.1 FOR GLAZING INFORMATION.
 - STEEL ALUING TO BE FABRICATED WITH MANUF. STANDARD CONNECTIONS, JOINTS. SHADES TO BE PAINTED A COMPLIMENTARY COLOR TBD.



SIDE ELEVATION (EAST)
 SCALE: 1" = 10'-0"

AUBURN HILLS PHASE 7 – PRELIMINARY PLAT
720 E 600 SOUTH
CITY COUNCIL MEETING
MARCH 17, 2022

Summary: Auburn Hills LLC. is seeking preliminary approval for Phase 7 of their Auburn Hills development. This proposes 41 single family lots to be built on approximately 15 acres.

ZONING: R-1 Residential

UTILITIES:

Power:	To be constructed with development
Culinary:	To be constructed with development
Sewer:	To be constructed with development
Irrigation:	To be constructed with development

NOTES:

Property line along canal and city property needs to be evaluated to clarify current ownership. Auburn Hills LLC has agreed to dedicate land along canal to the City thus preventing a “no man’s land.”

A chain-link fence has been installed along the northeasterly boundary of the canal. Installation of combustible fence and/or materials by owner to be prohibited on plat, or CC&R, and buyers to be notified of the risks. Canal Company/City not to be liable for fence damaged by fire.

Lots 101 and 102 at reduced area in exchange for additional dedication of portions of 770 E, 800 E, and 700 S. These lots meet the minimum width requirements but are reduced in depth.

The boundaries along 700 S and 800 E should be marked as having no rights of access from the lots along the road/property boundary.

Boundary adjustment to be made for Lot 87 to clear up title for original layout of canal and Rolling Hills.

Easement for irrigation main needs to be added to lot 87. This will affect setbacks for this lot. Foundation will need to be outside of the easement and no permanent structures may be built over the mains, including concrete. No trees to be planted near enough that the root systems will interfere with the pipes.

Electrical component delays are estimated to be 2.5 years.

AUBURN HILLS PHASE 7
 PART OF THE NORTH EAST QUARTER OF SECTION 9
 TOWNSHIP 10 NORTH RANGE 1 EAST
 SALT LAKE BASE AND MERIDIAN
 600 SOUTH, 800 EAST
 HYRUM, UTAH
PRELIMINARY PLAT
NORTH



0 60 120ft.
 SCALE 1" = 60'-0"

LEGEND
 SUBDIVISION BOUNDARY LINE
 LOT LINES
 ROAD C
 EASEMENT

- NOTES:**
- OWNER/DEVELOPER: AUBURN HILLS LLC, 601 WEST 1700 SOUTH SUITE A, LOGAN, UTAH 435-755-7080
 - ZONING- R-1 SINGLE FAMILY RESIDENTIAL
 - TOTAL ACRES-14.91 acres
 NUMBER OF LOTS- 41
 UNITS PER ACRE- 2.75
 MIN. LOT SIZE: 9,900 S.F.
 - SETBACKS PER CURRENT ZONING REQUIREMENTS
 - PUBLIC UTILITY EASEMENTS-UNLESS OTHERWISE NOTED
 FRONT AND REAR- 10 FT
 SIDEYARD- 5 FT
 NO PERMANENT STRUCTURE MAY BE BUILT OVER ANY EASEMENT.
 - TWO TREES PER LOT AND FOUR TREES PER CORNER LOT ARE REQUIRED BY HYRUM CITY SPECS.
 - 5/8" REBAR WITH CAP# 275617 SET AT ALL REAR AND INTERIOR PROPERTY CORNERS. CURB PINS WILL BE SET AT THE INTERSECTION OF THE LOT LINE WITH THE CURBING ONCE IT IS PLACED.
 - ALL EXPENSES INVOLVING THE NECESSARY IMPROVEMENTS OR EXTENSIONS FOR SANITARY SEWER SYSTEM, GAS SERVICE, ELECTRICAL SERVICE, GRADING AND LANDSCAPING, STORM DRAIN SYSTEMS, POTABLE WATER LINES, IRRIGATION SYSTEM, CURBS AND GUTTERS, MONUMENTS, FIRE HYDRANTS, PAVEMENT, SIDEWALKS, STREET LIGHTING AND SIGNING, AND OTHER IMPROVEMENTS SHALL BE FINANCED BY THE SUBDIVIDER. THE DEVELOPER'S PROPOSED METHOD OF SATISFYING THE SECURITY OF PERFORMANCE IS A LETTER OF CREDIT.
 - THIS AREA IS SUBJECT TO THE NORMAL EVERYDAY SOUNDS, ODORS, SIGHTS, EQUIPMENT, FACILITIES, AND ALL OTHER ASPECTS ASSOCIATED WITH AN AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INHERENT WITH LIVESTOCK.
 - PER THE NATIONAL WETLANDS INVENTORY NO KNOWN WETLANDS ARE FOUND ON THE SITE.
 - NO SLOPES OVER 30% ARE CONTAINED WITHIN THE SITE.
 - EXISTING VEGETATION CONSISTS MAINLY OF AGRICULTURAL CROPS.
 - ALL STREETS ARE TO BE DEDICATED PUBLIC STREETS.

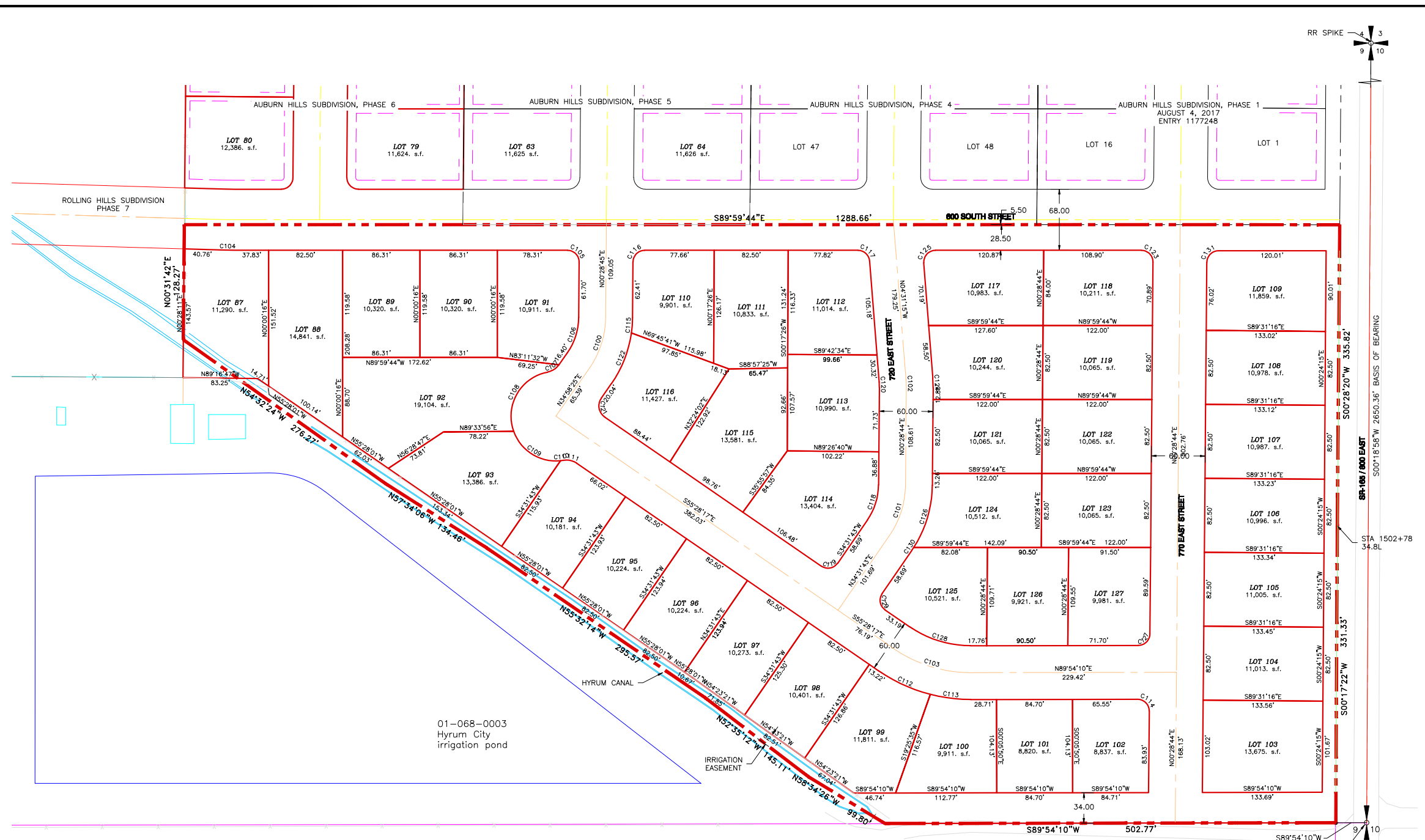
LEGAL DESCRIPTION

Part of the Northeast Quarter of Section 9, Township 10 North, Range 1 East of the Salt Lake Base and Meridian described as follows:
 Commencing at the Northeast Corner of Section 9, Township 10 North, Range 1 East of the Salt Lake Base and Meridian monumented with a Railroad Spike, thence S 00°18'58" W 2650.36 feet along the east line of the Northeast Quarter of said Section 9 to the East Quarter Corner of said Section 9 monumented with an Aluminum Cap, thence S 89°54'10" W 34.49 feet to a point on the west right of way State Route 165 per Utah Department of Transportation plans F.A.S. 8A dated 1938 and the POINT OF BEGINNING and running
 thence S 89°54'10" W 502.77 feet;
 thence along the center of Hyrum Canal the next five courses:
 1) thence N 58°34'26" W 99.80 feet;
 2) thence N 52°35'12" W 145.11 feet;
 3) thence N 55°32'14" W 295.57 feet;
 4) thence N 57°34'06" W 134.46 feet;
 5) thence N 54°32'24" W 276.27 feet;
 thence N 00°31'42" E 128.27 feet;
 thence S 89°59'44" E 1,288.66 feet along the south boundary of Auburn Hills Subdivision Phase 1 and 4 and their projection thereof to the west right of way line of State Route 165;
 thence along south right of way line the next two courses:
 1) thence S 00°28'20" W 335.82 feet to a point at Station 1502+78 34.8 left;
 2) thence S 00°17'22" W 331.33 feet to the point of beginning, containing 14.91 acres, more or less.

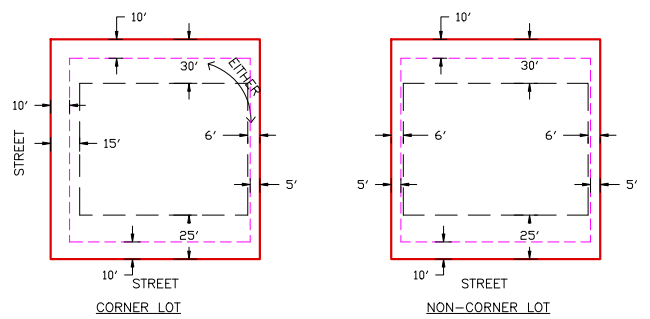
REVISION
 DATE BY
 ALLIANCE CONSULTING ENGINEERS
 150 EAST 200 NORTH SUITE P
 LOGAN, UTAH 84321

AUBURN HILLS PHASE 7
PRELIMINARY PLAT
 PART OF THE NORTH EAST QUARTER OF SECTION 9
 TOWNSHIP 10 NORTH RANGE 1 EAST
 SALT LAKE BASE AND MERIDIAN
 600 SOUTH, 800 EAST
 HYRUM, UTAH

SCALE: AS NOTED DRAWN BY: AM CHECKED BY: AM DATE: 2-2022
 APPROVED BY: BL DWG DATA: prelim.DWG



CURVE TABLE			CURVE TABLE		
CURVE	LENGTH	RADIUS	CURVE	LENGTH	RADIUS
C100	60.20	100.00	C116	20.31	130.00
C101	59.43	100.00	C117	19.39	130.00
C102	8.73	100.00	C118	41.60	70.00
C103	90.65	150.00	C119	20.42	130.00
C104	15.63	534.00	C120	6.11	70.00
C105	20.53	130.00	C121	23.68	150.00
C106	42.14	70.00	C122	61.18	130.00
C107	15.50	20.00	C123	20.53	130.00
C108	86.58	50.00	C124	11.34	130.00
C109	66.50	50.00	C125	21.45	130.00
C110	3.37	50.00	C126	73.22	130.00
C111	15.50	20.00	C127	20.29	130.00
C112	63.20	180.00	C128	72.52	120.00
C113	45.59	180.00	C129	20.42	130.00
C114	20.55	130.00	C130	4.03	130.00
C115	17.09	130.00	C131	20.31	130.00



TYPICAL LOT DETAILS

01-068-0003
 Hyrum City
 irrigation pond

01-071-0002
 Farrell D TR
 Petersen

SEC 9
 (CACHE CO. AL. CAP)
 ELEV: 4758.41

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

SUMMARY: Terra Alta Ventures is seeking Concept Plan approval of a Planned Unit Development at 43 North 300 East. The proposed development is located on approximately 3.75 acres. This is proposed as a senior living community.

ZONING: R-2 Residential

UTILITIES:

Power:	Available on 300 East
Culinary:	Needs upsized to handle added demand, to be looped through development
Sewer:	Available on 300 East
Irrigation:	Available on 300 East A piped irrigation canal runs through the property and will need to be coordinated with the canal company.

PARKING & ROADS: Curb, gutter, sidewalk, road to be built to full width on the west side of 300 East. Road to be built to 68-foot width, 18.5 feet of pavement from the centerline of 300 East. Sidewalk along 300 E will be 5 feet wide.

NOTES:

The Planning Commission received public comment for this development. Concerns were:

1. 37 units will create increased traffic.
 - a. For reference (*Single family homes 9.57 trips/unit, senior housing attached 3.48 trips/unit, Care facility 2.02 trips/unit*)
2. Parking creating pedestrian vehicle conflicts.
3. Lighting spilling into adjacent properties. (*City requires dark sky compliant lighting*)

4. Some neighbors are favorable to the development without the apartment building.
5. Long-term maintenance of the facility. Who will take over management?
6. How will this be restricted in the future to seniors only. Will there be a shift in the age restriction?
7. What mechanisms will be available to keep this affordable for seniors?
8. Would there be restrictions on children living in the community?

Discussion with the developer:

1. Developer stated that they expect seniors in apartments to produce fewer trips. Seniors tend to drive together more and if retired, would not be adding to congestion due to not driving to work at the same time as neighbors.
2. Developer is interested in working with CVTD to move or add a bus stop near the apartments.
3. Apartments would range from 600 to 900 square feet.
4. Building will have an elevator.
5. Apartment building would have a home like exterior.
6. Common rooms for gathering and exercise would be provided to building occupants only.
7. Outdoor open space and recreational areas would be open to the entire development.
8. Fencing was recommended to the developer along Main Street.
9. Apartment building would be located on the lower portion of the slope where the hill starts to flatten out.

Staff Recommendations:

1. Ground water conditions should be properly investigated. Infiltration rates need to be established for the stormwater pond if it is to be used for retention. If to be used as a detention pond, routing of water will need to be determined. Overflow for pond as retention or detention will need to be provided.
2. Fire department access and number of hydrants will need to be coordinated. Density and size of structures requires additional consideration.
3. Plan for ownership of apartment/HOA/community to be bound to land.

Note: **Electrical component delays are estimated to be 2.5 years.**

NW 1/4 SECTION 4 TOWNSHIP 10 N, RANGE 1 E

Harvest Valley Court

A Senior Living Community

Parcel #01-009-0001



LEGEND	
	EX PROPERTY BOUNDARY
	BUILDING
	ASPHALT PAVEMENT
	CONCRETE
	STORM DRAINAGE PIPE
	SANITARY SEWER PIPE
	WATER MAIN
	UNDERGROUND POWER LINE
	POND BOTTOM
	VINYL FENCING
	LAMP POST

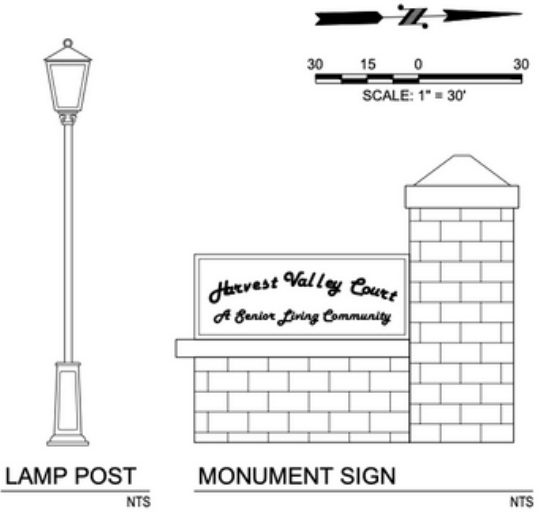
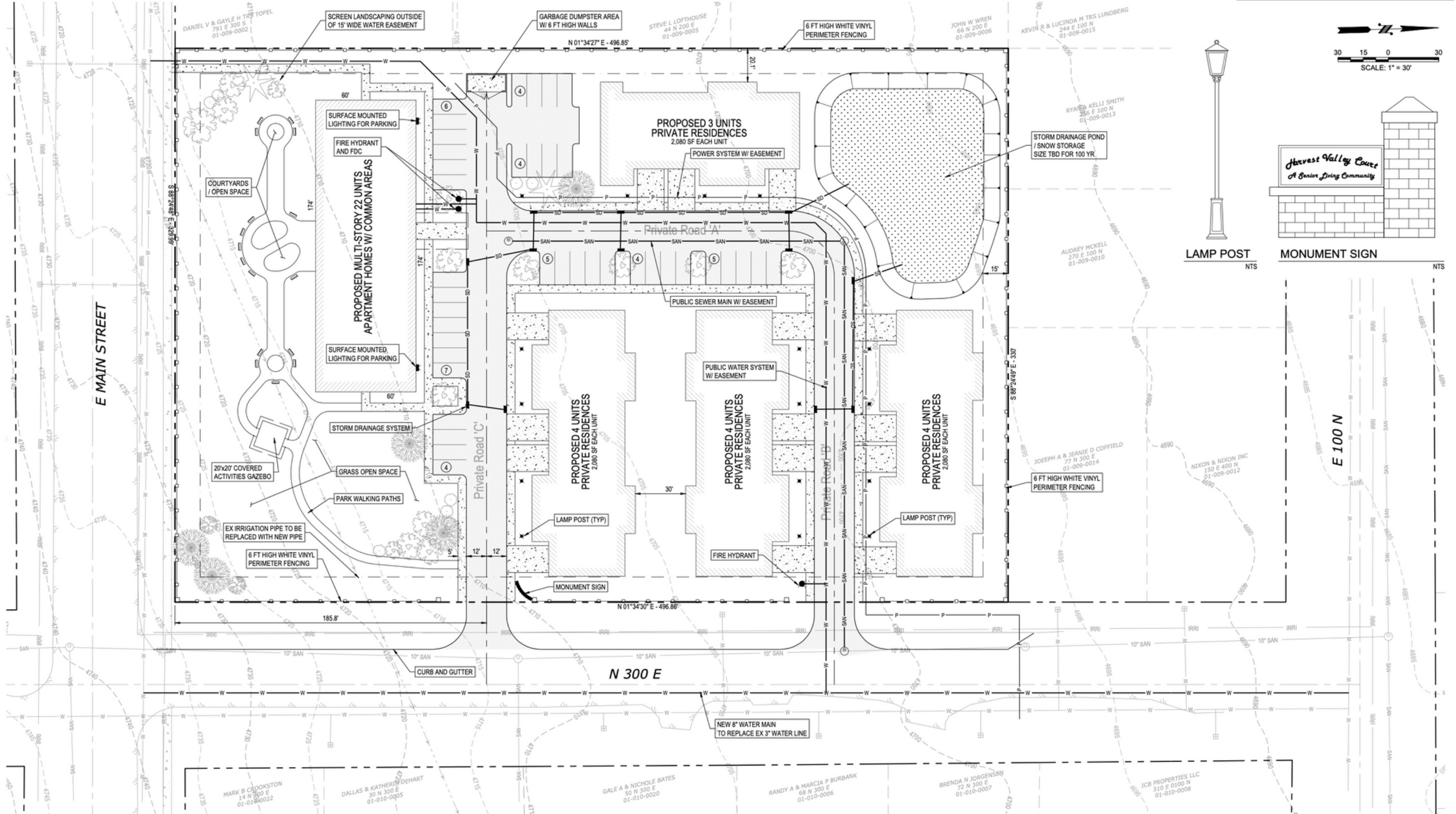
SITE DATA	
PARCEL NUMBER:	01-009-0001
SITE ADDRESS:	43 N 300 E HYRUM CITY, UT 84319
SITE AREA:	3.75 ACRES
OPEN SPACE:	82,803 SF (1.90 AC)(50%)
ZONING:	R-2, RESIDENTIAL, MULTI-FAMILY
PARKING:	ON STREET PARKING 39 STALLS GARAGE PARKING 30 STALLS DRIVEWAY PARKING 30 STALLS TOTAL PARKING 99 STALLS

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

PROJECT INFO	
APPLICANT/CLIENT: DAVID MADSEN HYRUM, UT 84319 TEL: 801-916-6366	ENGINEER: BEYLER CONSULTING 5920 100TH ST SW, STE #25 LAKEWOOD, WA 98499 CONTACT: LANDON BEYLER, PE TEL: 253-984-2900

BUILDING INFORMATION	
SINGLE STORY TOWNHOMES - 15 UNITS APARTMENT HOMES - 22 UNITS	
APARTMENT BUILDING WILL INCLUDE AMENITY SPACE FOR ALL RESIDENCIES SUCH AS A GATHERING SPACE, THEATRE, EXERCISE ROOM	

LEGAL DESCRIPTION	
LOTS 1, 7, 8 BLK 22 PLAT A HYRUM CITY SVY NW1/4 SEC 4 T 10N R 1E A1075	



NO.	DESCRIPTION	DATE

CONCEPT SITE PLAN

Harvest Valley Court
A Senior Living Community

HYRUM CITY UTAH
DESIGNED: LCB/LPL
DRAWN: LPL
CHECKED: LCB
SCALE: HORIZ: 1" = 30' VERT: 1" = 30'
DATE: 3/8/2022

3/8/2022

JOB NUMBER
TBD

SHEET
C-1

BEYLER CONSULTING
Plan. Design. Manage

CORPORATE OFFICE
5920 100TH ST SW, STE #25
LAKEWOOD, WA 98499
(253) 984-2900
beylerconsulting.com

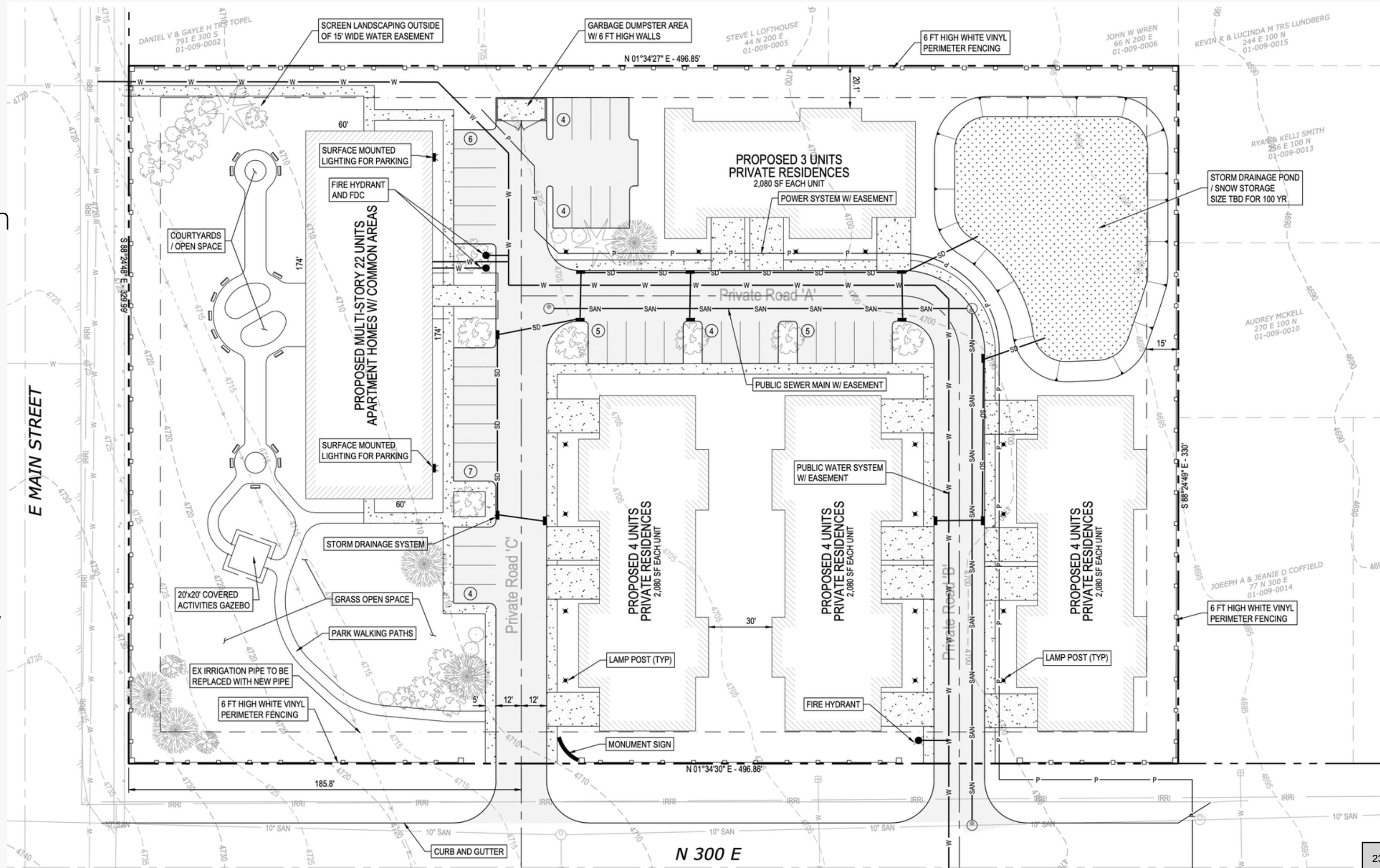
PROJECT MANAGEMENT, TRAINING & REGISTRATION
PERMITTING SERVICES | CONSTRUCTION MANAGEMENT

Section 9. Item G.

Site Plan Overview

Site features:

- 50% Open space
- Native landscaping
- 100 yr storm retention
- Reroute canal
- 20'x20' covered activities gazebo
- Park walking paths
- Grass open space
- Outdoor courtyards and seating
- 39 on street parking stalls, 30 garage stalls, 30 driveway parking
- 10,440 SF apartments homes structure
- 15 patio homes



Patio Homes Elevations

Floor plan



LANCASTER

FRONT

CANTERBURY

FRONT

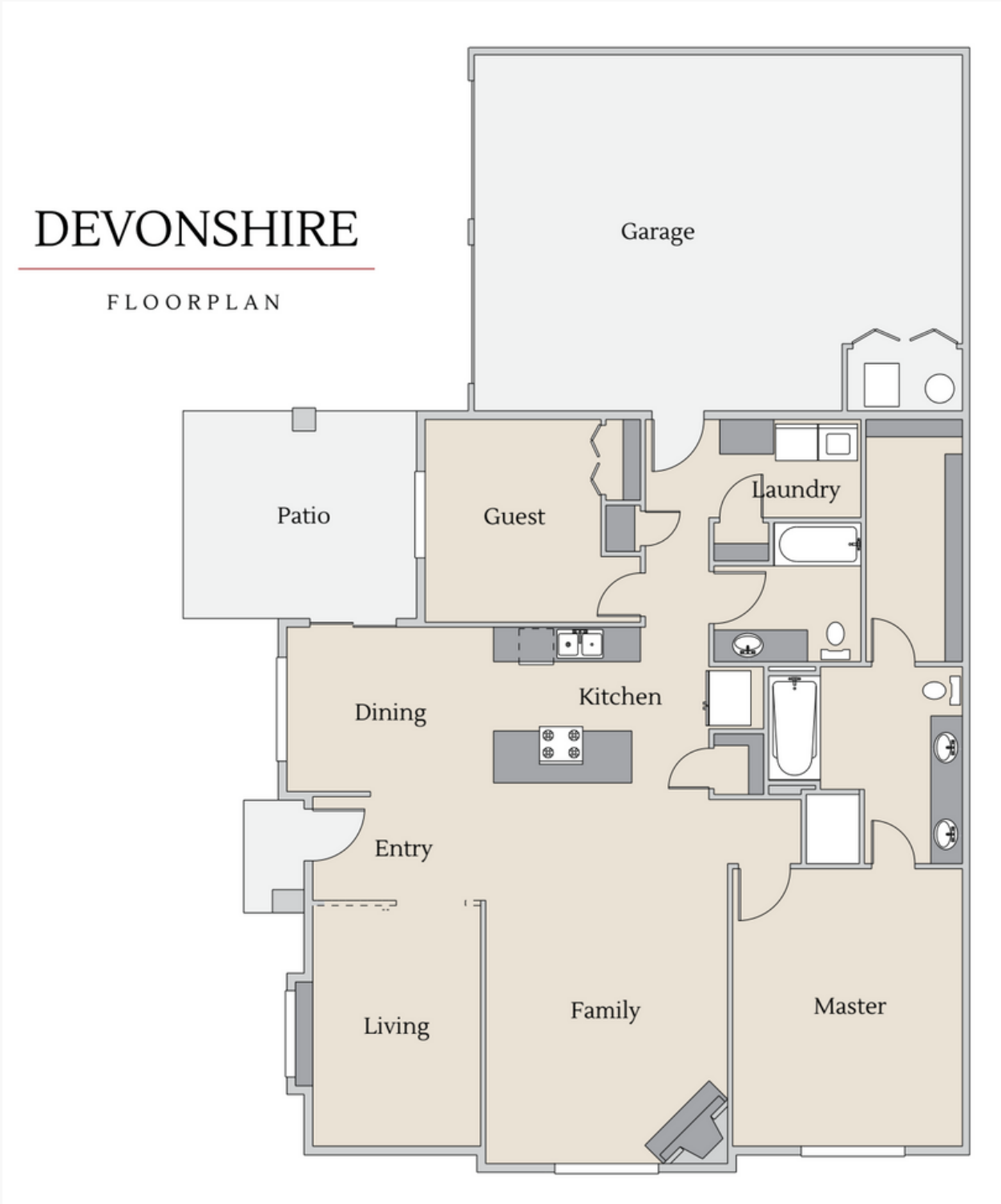


PORTSMOUTH

FRONT

DEVONSHIRE

FRONT



Patio Homes Elevations

Floor plan



LANCASTER

FRONT

CANTERBURY

FRONT

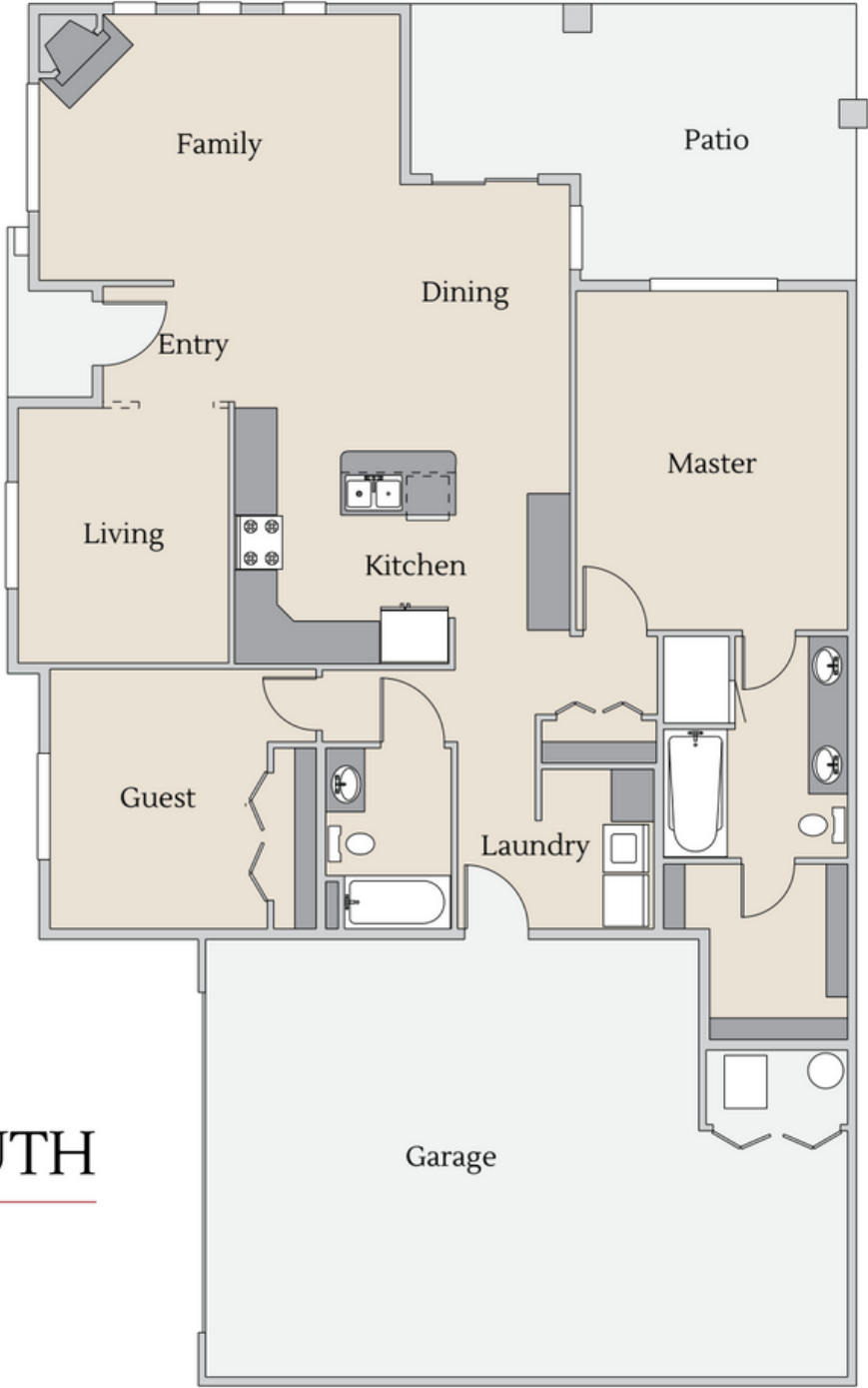


PORTSMOUTH

FRONT

DEVONSHIRE

FRONT



PORTSMOUTH

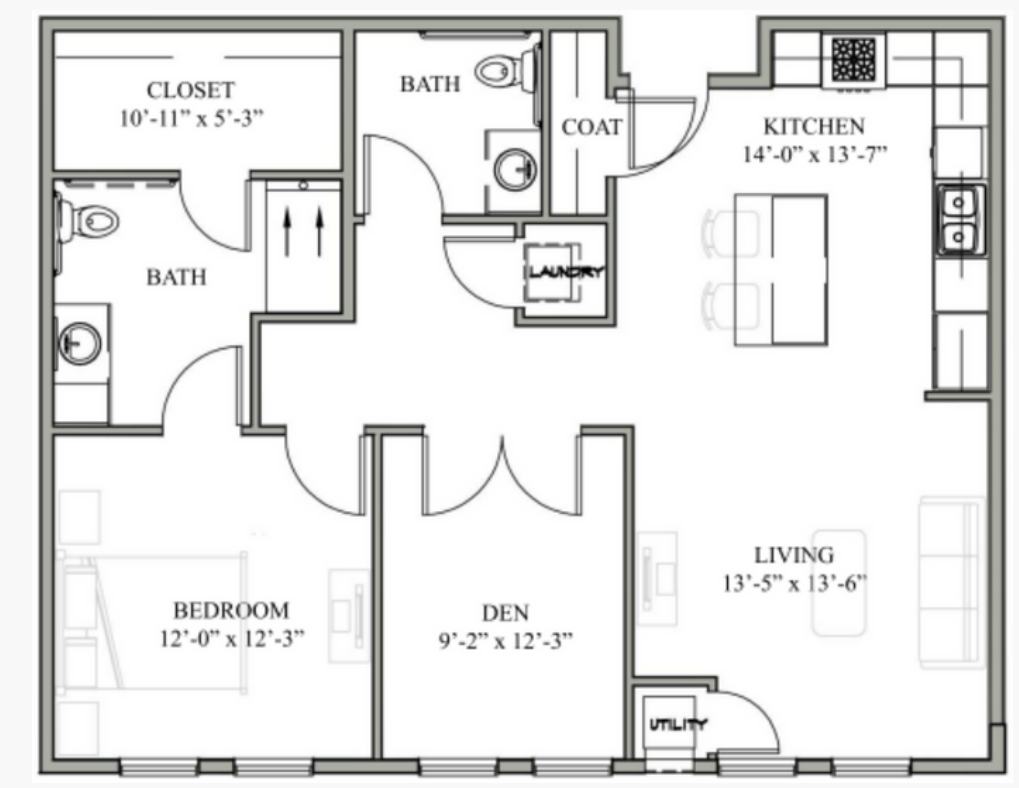
FLOORPLAN

Two Story Apartment Building

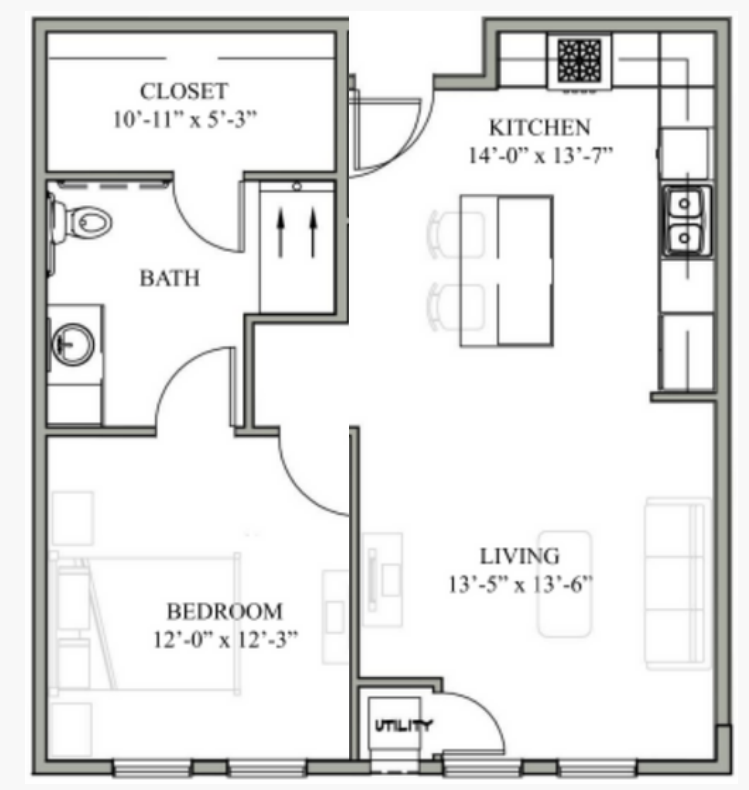


Apartment building will include amenity space for all residences such as a social hall, theatre, & exercise room.

836 sq ft 1-2 bedroom, 2 bath sample floor plan



605 sq ft 1 bedroom sample floor plan




Harvest Valley Court

A Senior Living Community

LEGEND

- 1 BED 1 BATH UNITS
- 2 BED 2 BATH UNITS
- AMENITY SPACE



NO.	DESCRIPTION	DATE
 BEYLER CONSULTING Plan. Design. Manage. <small>CONSTRUCTION MANAGEMENT PROJECT MANAGEMENT PLANNING & FEASIBILITY PERMITTING SERVICES CONSTRUCTION MANAGEMENT</small> CORPORATE OFFICE #25 3840 10th Ave SW Lakewood, WA 98499 (253) 984-2900 beylerconsulting.com		
CONCEPT FLOOR PLANS Harvest Valley Court A Senior Living Community UTAH		
DESIGNED:	CHECKED:	DATE:
LCB/LPL	LCB	3/9/2022
DRAWN:	SCALE:	VERT:
LPL	HORZ:	
HYRUM CITY Harvest Valley Court A Senior Living Community UTAH		
JOB NUMBER TBD		
SHEET A-1		

Section 9. Item G.

Landscape Design

Sample Shrub and Tree Selection:

- Karl Foerster Feather Reed Grass
- Russian Sage
- Dwarf Burning Bush Shrub
- Dogwood Shrub
- Weeping Blue Atlas Cedar
- Weeping blue spruce
- Weeping Norway
- Zelkova Green Vase Tree
- Pegal Columnar Oak
- Sunset Maple





Board Members

Patrick Jenkins-Chair

March 8, 2022

Cecelia Benson -Vice Chair

Mike Arnold

Dear Hyrum City Council,

Shaun Bushman

Recently the Cache Valley Transit District received a request to install a bus stop at 250 east main in Hyrum. This request came from the developer of Harvest Valley Court senior living.

Holly Broome-Hyer

Sue Sorenson

When CVTD receives such requests, we look to determine how the request would impact our current service in the area. We also reach out to city staff to understand what their level of support is for CVTD modifying or in this case, installing a stop.

Mary Barrus

Ron Bushman

Bob Christensen

In looking at this area, installing a bus stop is helpful in a couple of ways. First, this would shorten the distance between bus stops to approximately two blocks. We find this an effective distance for people walking to the bus stop. Second, locating a bus stop near senior housing is something that CVTD supports for ease of use by the potential residents.

David Geary

Lieren Hansen

Paul James

CVTD also reached out to Ron Salvesen to understand what his level of support for installing a bus stop would be. Ron indicated that he had no concerns with installing a bus stop.

Lyle Lundberg

Glen Schmidt

Based on this research, CVTD is supportive of installing a bus stop at approximately 250 east main as development occurs.

Gregory Shannon

Jeannie Simmonds

Should you have any questions please contact me at 435-713-6968.

Jeff Turley

Sincerely,

Abraham Verdoes

Todd Beutler
General Manager



Bringing Communities Together

AN INTERLOCAL AGREEMENT BETWEEN
 CACHE COUNTY
 AND
 HYRUM CITY
 FOR
 LAW ENFORCEMENT SERVICES

This AGREEMENT is made and entered into pursuant to Sections 11-13-101 to -608, Utah Code Annotated, 1953, as amended, commonly referred to as the Interlocal Cooperation Act, by and between Cache County, a body corporate and politic of the State of Utah, hereinafter referred to as the "COUNTY", and Hyrum City, a municipal corporation of the State of Utah, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, the CITY is desirous of contracting with the COUNTY for the performance of the hereinafter described law enforcement functions within its boundaries by the County through the Sheriff thereof; and

WHEREAS, the CITY and the COUNTY have determined that it is mutually advantageous to each party to enter into this Agreement; and

WHEREAS, it is anticipated that the services provided will be compensated by the CITY on a cost basis as hereinafter set forth and the respective entities have determined and agreed that the said amount is a reasonable, fair and adequate compensation for the providing of such services.

NOW, THEREFORE, in consideration of the promises and in compliance with and pursuant to the terms and provisions of the Interlocal Cooperation Act as herein above set forth, the parties hereby agree as follows:

1. The Cache County Sheriff's Office agrees to furnish all necessary law enforcement protection and to enforce State laws and City ordinances (animal control not included, except for emergencies) within the corporate limits of Hyrum City, to the extent and in the manner hereinafter set forth.
2. The rendition of such services, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of personnel

so employed shall remain in the COUNTY. In the event of a dispute between the parties as to the extent of duties and functions to be rendered hereunder, or the minimum level or manner of performance of such services, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto.

3. Without limiting, and in addition to any and all other legal and equitable remedies, the CITY's Mayor and Council or other representatives, shall have an opportunity to meet and confer with the Sheriff and/or his designated contract representative to discuss any problems arising from the Sheriff's Office's performance and the types of deputies who will be performing services under this Agreement, and the anticipated costs for renewing this contract for any successive period(s).
4. It is agreed that the Cache County Sheriff's Office will furnish law enforcement investigation, protection, and service to reasonably enforce State laws, Federal statutes as far as they are applicable, and city ordinances as follows:
 - A. Municipal type police services provided under this Agreement include city ordinance enforcement (animal control not included, except for emergencies), traffic enforcement, routine patrol and minor crime investigation, responding to calls for service, community policing activities, policing public parades and other special public events.
 - B. It is agreed that the Sheriff's Office shall continue to provide to the CITY as a basic level of county-wide service the following: Investigation Division support (major crime investigation), NOVA program, School Resource program, Reserve Deputy Sheriff Corp support, Civil Division support (civil and criminal process), emergency management, search and rescue functions, and Drug Task Force participation.
 - C. It is agreed that the cost per hour for municipal type law enforcement services shall be determined by the Sheriff and the number of hours of service shall be determined by the CITY. The costs and hours of service are detailed in the attached Exhibit A.
 - D. The CITY will insure that all monies allocated to the CITY by the State's Liquor Control Act grant will be forwarded to the COUNTY to be expended on liquor law enforcement activities exclusively within the CITY.

- E. It is agreed that the equipment furnished by the CITY is and shall remain the property of the CITY. If said property is a patrol vehicle it shall be maintained, fueled, and insured by the COUNTY during the period of this Agreement.
 - F. The COUNTY will maintain, at the minimum, the following records and provide monthly reports of those records to the CITY pursuant to this agreement:
 - i. The number and type of calls for services (incidents), and
 - ii. The number and type of citations, and
 - iii. The number and type of warnings, and
 - iv. The numbers of hours of service provided.
5. For the purpose of performing the services provided herein, the COUNTY shall furnish all necessary labor, administration, equipment, uniforms, insignia, firearms and other equipment necessary and incident to a modern law enforcement agency.
6. It is agreed that in all instances where special supplies, stationary, notices, forms, and the like must be issued in the name of the CITY, the same shall be supplied by the CITY at its own expense.
7. For the purpose of performing the services and functions pursuant to this agreement;
- A. For the purpose of giving official status to the performance thereof, every COUNTY sheriff's deputy and employee engaged in performing any such service and function shall be deemed to be an officer or employee of the CITY. For purposes of liability, COUNTY deputies or employees shall not be deemed to be CITY officers or employees and the COUNTY shall be completely responsible for them as provided in paragraphs 8 through 11.
 - B. All sheriff's deputies and employees employed by the COUNTY to perform duties under the terms of this Agreement shall be COUNTY employees, and shall have no right to any CITY pension, civil service, or any other CITY benefits for services provided hereunder.
 - C. The sheriff's deputies and employees to be provided under the terms of this Agreement shall be appointed by the Cache County Sheriff's Office under its normal rules and practices of selection and hiring.
8. Subject to the provisions and limitations of the Governmental Immunity Act of Utah, the CITY shall be responsible for all damages to persons or property that occur as a result of

the negligence or fault of the CITY in connection with the performance of this Agreement. The CITY shall indemnify and save the COUNTY free and harmless from all claims that arise as a result of the negligence or wrongful acts of the CITY, its officers, agents or employees.

9. Subject to the provisions and limitations of the Governmental Immunity Act of Utah, the COUNTY shall be responsible for all damages to persons or property that occur as a result of the negligence or fault of the COUNTY in connection with the performance of this Agreement. The COUNTY shall indemnify and save the CITY free and harmless from all claims that arise as a result of the negligence or wrongful acts of the COUNTY, its officers, agents, and employees.
10. Except as herein otherwise specified, the CITY shall not be liable for any worker's compensation claim of any COUNTY employee for injury or sickness arising out of his or her employment, and the COUNTY hereby agrees to hold harmless the CITY against any such claim.
11. Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2022 and shall run for a three-year period. With the consent of the Hyrum City Council, this Agreement may be renewable for successive three-year periods. The Sheriff shall be the administrator of this Agreement.

In the event the CITY desires to renew this Agreement for any succeeding three-year period, the CITY Council, not later than May 1st next preceding the expiration date of this Agreement, shall notify the Sheriff that it wishes to renew the same, whereupon the Sheriff, not later than May 15th, may notify said CITY Council of his or her determination concerning such renewal together with any readjusted rates as provided in paragraph 12 below, otherwise, such agreement shall finally terminate at the end of such three year period.

Notwithstanding the provision of this paragraph hereinbefore set forth, either party may terminate this Agreement at any time by giving sixty (60) days prior written notice to the other party.

12. The CITY agrees to pay the amount set forth in Exhibit A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this Agreement. The rates in Exhibit A may be readjusted to be effective July 1st of 2024, if this agreement is renewed, to reflect the cost of such service as determined by the Sheriff.
13. The CITY agrees to remit the contract amount to the Cache County Executive, 199 North Main Street, Logan, Utah 84321, on or before December 31, 2022 for the first year of the contract; December 31, 2023, for the second year of the contract and December 31, 2024, for the third year of the contract. If such payment is not remitted to the County Executive's Office when due, the COUNTY is entitled to recover interest on any unpaid balance at the rate of one percent (1%) per calendar month for each month that any part of the full contract amount remains unpaid.

IN WITNESS WHEREOF, the City of Hyrum, by approval of the Hyrum City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Cache has caused this Agreement to be signed by the County Executive and Attested by its Clerk and Keeper of the County Seal, all on the day and year appearing below their respective signatures.

Cache County
Approved as to form and as
Compatible with State law:

Legal Counsel

David Zook, County Executive

ATTEST: (seal)

Clerk

CITY OF HYRUM
Approved as to form and as
Compatible with State law:

Legal Counsel

Stephanie Miller

Mayor

ATTEST: (seal)

Stephanie Beckie


Clerk


EXHIBIT A

This exhibit details the hours contracted for, the cost of those hours, and when they will be delivered. The time frame of the contract will be from July 1, 2022, through June 30, 2024. The cost to furnish a full-time deputy sheriff equipped to perform law enforcement patrol services to CITY is \$52.35 per hour. State Liquor Control Funds will be expended at \$52.35 per hour.

CONTRACT YEAR	CATEGORY	HOURS	AMOUNT
2022 - 2023	Contract Funds	5640	\$295,254.00
2023 - 2024	Contract Funds	5640	\$295,254.00
2024 - 2025	Contract Funds	5640	\$295,254.00

In addition to paying the Contract Funds identified above, the CITY will pay to the COUNTY under Section 4.D. of this Agreement all State Liquor Funds that the CITY receives as it receives them. Under Section 4.D. of this Agreement, the County will, in addition to the hours of service identified above, provide hours of liquor law enforcement activities at the rate of \$52.35 per hour until all State Liquor Funds received by the CITY and forwarded to the COUNTY have been expended.

The COUNTY may supply, at the discretion of the Sheriff, additional patrol coverage to the CITY as available.

When a deputy working for the CITY has an additional deputy in training working with him or her, the CITY will be charged for only one deputy. Reserve deputies while performing their volunteer function will not charge their time to the CITY.

AN INTERLOCAL AGREEMENT BETWEEN
CACHE COUNTY
AND
HYRUM CITY
FOR
LAW ENFORCEMENT SERVICES

This AGREEMENT is made and entered into pursuant to Sections 11-13-101 to -608, Utah Code Annotated, 1953, as amended, commonly referred to as the Interlocal Cooperation Act, by and between Cache County, a body corporate and politic of the State of Utah, hereinafter referred to as the "COUNTY", and Hyrum City, a municipal corporation of the State of Utah, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, the CITY is desirous of contracting with the COUNTY for the performance of the hereinafter described law enforcement functions within its boundaries by the County through the Sheriff thereof; and

WHEREAS, the CITY and the COUNTY have determined that it is mutually advantageous to each party to enter into this Agreement; and

WHEREAS, it is anticipated that the services provided will be compensated by the CITY on a cost basis as hereinafter set forth and the respective entities have determined and agreed that the said amount is a reasonable, fair and adequate compensation for the providing of such services.

NOW, THEREFORE, in consideration of the promises and in compliance with and pursuant to the terms and provisions of the Interlocal Cooperation Act as herein above set forth, the parties hereby agree as follows:

1. The Cache County Sheriff's Office agrees to furnish all necessary law enforcement protection and to enforce State laws and City ordinances (animal control not included, except for emergencies) within the corporate limits of Hyrum City, to the extent and in the manner hereinafter set forth.
2. The rendition of such services, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of personnel

so employed shall remain in the COUNTY. In the event of a dispute between the parties as to the extent of duties and functions to be rendered hereunder, or the minimum level or manner of performance of such services, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto.

3. Without limiting, and in addition to any and all other legal and equitable remedies, the CITY's Mayor and Council or other representatives, shall have an opportunity to meet and confer with the Sheriff and/or his designated contract representative to discuss any problems arising from the Sheriff's Office's performance and the types of deputies who will be performing services under this Agreement, and the anticipated costs for renewing this contract for any successive period(s).
4. It is agreed that the Cache County Sheriff's Office will furnish law enforcement investigation, protection, and service to reasonably enforce State laws, Federal statutes as far as they are applicable, and city ordinances as follows:
 - A. Municipal type police services provided under this Agreement include city ordinance enforcement (animal control not included, except for emergencies), traffic enforcement, routine patrol and minor crime investigation, responding to calls for service, community policing activities, policing public parades and other special public events.
 - B. It is agreed that the Sheriff's Office shall continue to provide to the CITY as a basic level of county-wide service the following: Investigation Division support (major crime investigation), NOVA program, School Resource program, Reserve Deputy Sheriff Corp support, Civil Division support (civil and criminal process), emergency management, search and rescue functions, and Drug Task Force participation.
 - C. It is agreed that the cost per hour for municipal type law enforcement services shall be determined by the Sheriff and the number of hours of service shall be determined by the CITY. The costs and hours of service are detailed in the attached Exhibit A.
 - D. The CITY will insure that all monies allocated to the CITY by the State's Liquor Control Act grant will be forwarded to the COUNTY to be expended on liquor law enforcement activities exclusively within the CITY.

- E. It is agreed that the equipment furnished by the CITY is and shall remain the property of the CITY. If said property is a patrol vehicle it shall be maintained, fueled, and insured by the COUNTY during the period of this Agreement.
 - F. The COUNTY will maintain, at the minimum, the following records and provide monthly reports of those records to the CITY pursuant to this agreement:
 - i. The number and type of calls for services (incidents), and
 - ii. The number and type of citations, and
 - iii. The number and type of warnings, and
 - iv. The numbers of hours of service provided.
5. For the purpose of performing the services provided herein, the COUNTY shall furnish all necessary labor, administration, equipment, uniforms, insignia, firearms and other equipment necessary and incident to a modern law enforcement agency.
6. It is agreed that in all instances where special supplies, stationary, notices, forms, and the like must be issued in the name of the CITY, the same shall be supplied by the CITY at its own expense.
7. For the purpose of performing the services and functions pursuant to this agreement;
- A. For the purpose of giving official status to the performance thereof, every COUNTY sheriff's deputy and employee engaged in performing any such service and function shall be deemed to be an officer or employee of the CITY. For purposes of liability, COUNTY deputies or employees shall not be deemed to be CITY officers or employees and the COUNTY shall be completely responsible for them as provided in paragraphs 8 through 11.
 - B. All sheriff's deputies and employees employed by the COUNTY to perform duties under the terms of this Agreement shall be COUNTY employees, and shall have no right to any CITY pension, civil service, or any other CITY benefits for services provided hereunder.
 - C. The sheriff's deputies and employees to be provided under the terms of this Agreement shall be appointed by the Cache County Sheriff's Office under its normal rules and practices of selection and hiring.
8. Subject to the provisions and limitations of the Governmental Immunity Act of Utah, the CITY shall be responsible for all damages to persons or property that occur as a result of

the negligence or fault of the CITY in connection with the performance of this Agreement. The CITY shall indemnify and save the COUNTY free and harmless from all claims that arise as a result of the negligence or wrongful acts of the CITY, its officers, agents or employees.

9. Subject to the provisions and limitations of the Governmental Immunity Act of Utah, the COUNTY shall be responsible for all damages to persons or property that occur as a result of the negligence or fault of the COUNTY in connection with the performance of this Agreement. The COUNTY shall indemnify and save the CITY free and harmless from all claims that arise as a result of the negligence or wrongful acts of the COUNTY, its officers, agents, and employees.
10. Except as herein otherwise specified, the CITY shall not be liable for any worker's compensation claim of any COUNTY employee for injury or sickness arising out of his or her employment, and the COUNTY hereby agrees to hold harmless the CITY against any such claim.
11. Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2022 and shall run for a three-year period. With the consent of the Hyrum City Council, this Agreement may be renewable for successive three-year periods. The Sheriff shall be the administrator of this Agreement.

In the event the CITY desires to renew this Agreement for any succeeding three-year period, the CITY Council, not later than May 1st next preceding the expiration date of this Agreement, shall notify the Sheriff that it wishes to renew the same, whereupon the Sheriff, not later than May 15th, may notify said CITY Council of his or her determination concerning such renewal together with any readjusted rates as provided in paragraph 12 below, otherwise, such agreement shall finally terminate at the end of such three year period.

Notwithstanding the provision of this paragraph hereinbefore set forth, either party may terminate this Agreement at any time by giving sixty (60) days prior written notice to the other party.

12. The CITY agrees to pay the amount set forth in Exhibit A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this Agreement. The rates in Exhibit A may be readjusted to be effective July 1st of 2024, if this agreement is renewed, to reflect the cost of such service as determined by the Sheriff.
13. The CITY agrees to remit the contract amount to the Cache County Executive, 199 North Main Street, Logan, Utah 84321, on or before December 31, 2022 for the first year of the contract; December 31, 2023, for the second year of the contract and December 31, 2024, for the third year of the contract. If such payment is not remitted to the County Executive's Office when due, the COUNTY is entitled to recover interest on any unpaid balance at the rate of one percent (1%) per calendar month for each month that any part of the full contract amount remains unpaid.

IN WITNESS WHEREOF, the City of Hyrum, by approval of the Hyrum City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Cache has caused this Agreement to be signed by the County Executive and Attested by its Clerk and Keeper of the County Seal, all on the day and year appearing below their respective signatures.

Cache County
Approved as to form and as
Compatible with State law:

Legal Counsel

David Zook, County Executive

ATTEST: (seal)

Clerk

CITY OF HYRUM
Approved as to form and as
Compatible with State law:

Legal Counsel

Stephanie Miller

Mayor

ATTEST: (seal)

Stephanie Beckie


Clerk


EXHIBIT A

This exhibit details the hours contracted for, the cost of those hours, and when they will be delivered. The time frame of the contract will be from July 1, 2022, through June 30, 2024. The cost to furnish a full-time deputy sheriff equipped to perform law enforcement patrol services to CITY is \$52.35 per hour. State Liquor Control Funds will be expended at \$52.35 per hour.

CONTRACT YEAR	CATEGORY	HOURS	AMOUNT
2022 - 2023	Contract Funds	5640	\$295,254.00
2023 - 2024	Contract Funds	5640	\$295,254.00
2024 - 2025	Contract Funds	5640	\$295,254.00

In addition to paying the Contract Funds identified above, the CITY will pay to the COUNTY under Section 4.D. of this Agreement all State Liquor Funds that the CITY receives as it receives them. Under Section 4.D. of this Agreement, the County will, in addition to the hours of service identified above, provide hours of liquor law enforcement activities at the rate of \$52.35 per hour until all State Liquor Funds received by the CITY and forwarded to the COUNTY have been expended.

The COUNTY may supply, at the discretion of the Sheriff, additional patrol coverage to the CITY as available.

When a deputy working for the CITY has an additional deputy in training working with him or her, the CITY will be charged for only one deputy. Reserve deputies while performing their volunteer function will not charge their time to the CITY.

AGREEMENT

THIS AGREEMENT, made this 8th day of March, 2022, by and between Hyrum City hereinafter called "OWNER" and

Abstract Masonry Restoration, Inc

hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- 1) The CONTRACTOR will commence and complete the construction of "**Historic Elite Hall Masonry Renovation**" hereinafter referred to as "PROJECT".

The PROJECT shall include applicable components of the **Historic Elite Hall Masonry Renovation** contract documents dated March 2021 for work described herein.

PROJECT is to include chemical paint removal of paint material on the exterior brick and concrete foundation of the Elite Hal structure including all four walls. Paint removal and disposal of waste products shall be in compliance with the product manufacturer's recommendations, and in accordance with local, state, and federal environmental and wastewater regulations. Multiple applications of chemical paint stripper may be needed for complete removal of the existing paint. The PROJECT includes neutralizing stripper chemicals and cleaning the masonry after removal of the paint.

In addition to the paint removal, the PROJECT includes replacement/repair of significant masonry deterioration that may include but is not limited to replacing broken or badly damaged brick (replacement bricks to be provided by the OWNER). Contractor shall make reasonable effort to match the existing mortar in the replacement/repair work.

The PROJECT may include additional renovation work to be incorporated by Change Order and may include foundation repair and coating, crack repair, repointing, and application of consolidant/water repellent or graffiti protection.

- 2) The CONTRACTOR will furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT in compliance with the Contract Documents.

OWNER will relocate/remove or cover the power lines on the west elevation of the building to facilitate CONTRACTOR access to the site, disconnect/reconnect power service, and remove abandoned electrical and other equipment to prepare the site for the work. Additionally, the OWNER will make available the wastewater cleanout(s) near the Elite Hall for disposal of water (filtered and neutralized) meeting discharge requirements to the satisfaction of the OWNER. OWNER may coordinate with the CONTRACTOR to provide additional services to facilitate the PROJECT completion as may be agreed upon by the PARTIES.

- 3) The CONTRACTOR will commence the Elite Hall Masonry Renovation work at the earliest reasonable date, anticipated to be the first week of May, and will complete the same within 60 calendar days unless the period for completion is extended otherwise adjusted by the OWNER in coordination with the CONTRACTOR.
- 4) The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and to comply with the terms therein for the sum of Three Hundred Seventy-Four Thousand Dollars (\$374,000) with \$344,000 allocated to paint removal/cleaning process and \$30,000 reserved for masonry repairs. Should it be determined that the paint removal process progresses more efficiently than anticipated – such that allocated funds as noted herein are not fully expended, and/or if the OWNER determines to allocate additional funds to the Project; then additional masonry renovation work may be completed as coordinated and agreed upon by the Parties.
- 5) The term “CONTRACT DOCUMENTS” means and includes the following attached or referenced documents. In the event that any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that document first listed below shall govern:
 - a) Change Order / Field Order
 - b) Agreement (this instrument)
 - c) Special Provisions
 - d) Specifications prepared or issued by Hyrum City. Dated March, 2021 as provided on Sheet Notes.
 - e) Drawings prepared by Forsgren Associates, dated “March 2021”.
 - f) General Conditions
- 6) The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
- 7) This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) each of which shall be deemed an original on the date first above written.

OWNER: Hyrum City

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

CONTRACTOR:

Abstract Masonry Restoration

Company Name

By: Kevin Hadfield

Printed Name: Kevin Hadfield

Title: President

NOTE: Witnesses not required for a Corporation, but the Corporate Certificate must be completed. Two Witnesses are required for Partnerships and Individuals. Partnerships must also complete Partnership Certificate.

CORPORATE CERTIFICATE

I, Casey Sullivan certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that Kevin Hadfield, who signed the said Contract on behalf of the Contractor was then President, of the said Corporation by authority of its governing body and is within the scope of its corporate powers.



Signature

(Corporate Seal)