



CITY COUNCIL MEETING

Thursday, December 03, 2020 at 6:30 PM

Electronically through Zoom Meeting ID:862 0113 7847 and Passcode: 7WQeis

AGENDA

Public notice is hereby given of a Hyrum City Council Meeting to be held in the Electronically through Zoom Meeting ID:862 0113 7847 and Passcode: 7WQeis at 6:30 PM, December 03, 2020. The proposed agenda is as follows:

1. **ROLL CALL**
2. **CALL TO ORDER**
3. **WELCOME**
4. **INVOCATION**
5. **APPROVAL OF MINUTES**
6. **AGENDA ADOPTION**
7. **PUBLIC COMMENT**
8. **SCHEDULED DELEGATIONS**
 - A. Kolton Braegger, Wiggins and Company – To present the 2019-2020 Audit Report.
 - B. Katherine Van Alfen - To request a Home Occupation Business License at 458 South 100 East for Health Coaching.
 - C. Megan Woolstenhulme - To request reservations for 2021 fitness classes at the Elite Hall.
9. **INTRODUCTION AND APPROVAL OF RESOLUTIONS AND ORDINANCES**
 - A. Resolution 20-17 - A resolution setting Sewer Service Rates.
 - B. Resolution 20-18 - A resolution authorizing the Steel Solar Project Transaction Schedule under the Master Firm Power Supply Agreement with Utah Associated Municipal Power Systems; and related matters.
 - C. Resolution 20-19 - A resolution authorizing Board Member to receive compensation for service on the Board of Directors of the Utah Local Governments Trust.
 - D. Ordinance 20-05 - An ordinance amending the Municipal Zoning Map and annexing certain real property and extending the Corporate Limits of Hyrum City, Utah (Mountain View Annexation).
10. **OTHER BUSINESS**

- A. [Consideration and approval of Fraud Risk Assessment.](#)
- B. [Discussion on Lewis Annexation Agreement.](#)
- C. [To discuss implementing an Electric Impact Fee.](#)
- D. Mayor and City Council Reports.

11. ADJOURNMENT

ELECTRONIC MEETING INFORMATION

Hyrum City will be holding this meeting electronically in compliance with Utah Governor Gary Herbert's Executive Order to suspend the enforcement of provisions of Utah Code 52-4-207, and related State Agency Orders, Rules and Regulations, Due to Infectious Disease COVID-19 Novel Coronavirus.

Any member of the public may remotely observe the meeting or comment during the public hearing electronically through ZOOM Video Communications with the following link: <https://us02web.zoom.us/j/86201137847?pwd=YzZFQUlaY2gzTmJ3WkU1cE5udjQ4QT09>

If you have any questions please contact the Hyrum City Recorder at 435-245-6033 before 5:00 p.m. on December 3, 2020.

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 30th day of November, 2020. Stephanie Fricke, MMC, City Recorder.



HYRUM CITY

60 West Main • Hyrum, Utah 84319
Phone (435) 245-6033

Stephanie Council M. Section 8. Item B.
Kathy Bingham
Jared L. Clawson
Paul C. James
Craig L. Rasmussen
Aaron Woolstenhulme
City Administrator
Ron W. Salvesen
Recorder
Stephanie B. Fricke
Treasurer
Todd Perkins

HOME OCCUPATION BUSINESS LICENSE APPLICATION

Business Name: Cultivating Health
Doing Business As: Cultivating Health
Business Address: 458 S. 100 E. Hyrum
Business Phone: 435-535-1595
E-mail: Katherine.mentor@gmail.com Fax No. —
Mailing Address: 458 S. 100 E.
City, State, Zip: Hyrum UT 84319
State Tax ID: N/A State Lic.# 12022267-0151
Nature of Business: Health Coaching
Owner Name: Katherine Van Alfen
Manager Name: Same Manager Phone: _____
Manager Address: _____

I certify that I am authorized agent for the above named business, and that all information is true and correct.

Katherine Van Alfen 9 Nov 2020
Signature Date

Office Use Only

Approved by: _____ Date Approved: _____ Acct.# _____

Date Paid: _____ Amount: _____ Receipt #: _____



HYRUM CITY

60 West Main • Hyrum, Utah 84319
Phone (435) 245-6033

Stephanie ~~Adkins~~
Council Member
Section 8. Item B.
Stephanie
Kathy Bingham
Jared L. Clawson
Paul C. James
Craig L. Rasmussen
City Administrator
Ron W. Salvesen
Recorder
Stephanie B. Fricke
Treasurer
Todd Perkins

HOME OCCUPATION BUSINESS LICENSE

Name: Katherine Van Alfen
Date Submitted: 9 Nov 2020
Address: 458 S. 100 E.
Telephone Number: 435-535-1595
Name of Business: Cultivating Health

1. What is the proposed home occupation? health coaching
2. How many clients will be coming to the home at any one time during a daily interval? 5
3. What provisions are available for off street parking? driveway and gravel
4. What type of equipment, materials, machinery, tools, and merchandise stock are involved in the home occupation? none
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 17.04.470 (please initial)

- KVA 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.
- KVA B. Two levels of home occupations exist. Both are required to maintain all of the standards of a home occupation business license.

- KVA C. Level one applicants are in occupation categories that the City Council has determined have virtually no negative impact on residential neighborhoods. Level one applicants do not require a license. Occasional businesses operated by a minor are not required to obtain a business license.
- KVA 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.
- KVA E. Home occupation standards:
- KVA 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).
 - KVA 2. The occupation will be conducted entirely within the house, yard; and existing outbuildings.
 - KVA 3. The home occupation license covers only residents of the home.
 - KVA 4. No outside storage of goods or materials is permitted.
 - KVA 5. Pedestrian and vehicular traffic will not be in excess of that normally associated with a residential neighborhood.
 - KVA 6. One sign will be permitted on the property. It must meet the requirements of 17.72.010 "Name Plate".
 - KVA 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.
 - KVA 8. No noise, odor, light, vibrations or dust in excess of that normally associated with a residential neighborhood shall pass beyond the premises.
 - KVA 9. Business shall be conducted only between the hours of 7:00 a.m. and 9:00 p.m.
 - KVA 10. State licenses will be required for "Professional Child Care".
- KVA 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), Katherine Van Alfen, 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: Katherine VanAlfen

Applicants Signature: Katherine VanAlfen

RESOLUTION 20-17

A RESOLUTION SETTING SEWER SERVICE RATES.

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 13 of the Hyrum City Municipal Code sets forth regulations governing municipal utility services; and

WHEREAS, Chapter 13.12, Section 13.12.030, of the Hyrum City Municipal Code, authorizes periodic adjustments to municipal sewer system rates by resolution of the governing body; and

WHEREAS, the Hyrum City Council authorized the issuance and sale of \$3,000,000 taxable sewer revenue bonds to remodel the wastewater treatment plant; and

WHEREAS, Hyrum City is obligated to repay the State of Utah Division of Water Quality Board an annual assessment for a period of 40 years; and

WHEREAS, on November 21, 2019 the Hyrum City Council approved Resolution 19-24 Setting Sewer Service Rates with an annual rate increase that must be reviewed by the City Council prior to the City implementing the automatic rate adjustment; and

WHEREAS, after careful consideration and review of the financial requirements of the municipal sewer system, the governing body has determined it is both necessary and proper to increase its charges for service to both residential and commercial sewer users.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Hyrum City, Cache County, State of Utah, that the user rates for sewer service from the municipal sewerage system are increased as follows:

SEWER SERVICE RATES. User classes, flow limits (based upon water consumption), and monthly service charges shall be as follows:

Sewer Utility Charges

SERVICE RATES

	2020 Rate	2021 Rate	Cost/month	
Residential	\$45.00	\$46.00		
			Gallons used/month	
	\$4.00	\$4.10	0	10,000
	\$99.37	\$101.85	10,001	70,000
	\$363.25	\$372.33	70,001	140,000
	\$536.52	\$549.93	140,001	280,000
	\$914.07	\$936.92	280,001	420,000
	\$1,271.75	\$1,303.54	420,001	560,000
	\$1,788.41	\$1,833.12	560,001	700,000
	\$2,225.59	\$2,281.23	700,001	840,000
	\$2,662.74	\$2,729.31	840,001	980,000
	\$3,099.91	\$3,177.41	980,001	1,120,000
Commercial	\$3,537.07	\$3,625.50	1,120,001	1,260,000
	\$3,974.27	\$4,073.63	1,260,001	1,400,000
	\$4,411.41	\$4,521.70	1,400,001	1,540,000
	\$4,852.20	\$4,973.51	1,540,001	1,680,000
	\$5,285.76	\$5,417.90	1,680,001	1,820,000
	\$5,722.92	\$5,865.99	1,820,001	1,960,000
	\$6,160.10	\$6,314.10	1,960,001	2,100,000
	\$6,597.27	\$6,762.20	2,100,001	2,240,000
	\$7,034.44	\$7,210.30	2,240,001	2,380,000
	\$7,471.59	\$7,658.38	2,380,001	2,520,000
	\$7,908.77	\$8,106.49	2,520,001	2,660,000
	\$8,345.94	\$8,554.59	2,660,001	2,800,000

Nonresidential User Surcharges

Parameter		Average Concentration	Surcharge
BOD	200	mg/l	0.27
TSS	200	mg/l	0.27
Phosphorus	4	mg/l	1.08

Surcharges will be applied to every pound of a given parameter over the average concentration.

Sewer Lift Station Users Surcharges

All residential including multi-family housing users that are connected to a sewer lift station will be charged an additional \$4.00 per month.

Sewer Rate Increases Starting January 1, 2021 – January 1, 2025

Residential sewer rates will increase each January a \$1.00 per month for five years starting January 1, 2021 through January 1, 2025.

Commercial sewer rates will increase each January by 2.5% per month for five years starting January 1, 2021 through January 1, 2025.

The annual rate increase will be reviewed by the City Council prior to the City implementing the automatic rate adjustment.

BE IT FURTHER RESOLVED, that this resolution shall become effective upon January 1, 2021.

ADOPTED AND PASSED by the City Council this 3rd day of December, 2020.

HYRUM CITY

BY: _____
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

CERTIFICATE

STATE OF UTAH)
 : ss
 COUNTY OF CACHE)

I, Stephanie Fricke duly appointed and acting City Recorder for Hyrum City, Cache County, State of Utah, do hereby certify that the foregoing is a true copy of a Resolution duly adopted and passed by the City Council of Hyrum City, Utah, at a regular meeting thereof, held the this 3rd day of December, 2020 which appears of record in the City Recorder's office. I further certify that a quorum was present and acting throughout said meeting and that this Resolution is in full force and effect in the form so adopted and that it has not been subsequently modified, amended or rescinded.

In witness whereof, I have hereto set my hand this 4th day of December, 2020.

 Stephanie Fricke
 City Recorder

(SEAL)

Resolution 20-17

A RESOLUTION SETTING SEWER SERVICE RATES.

RESOLUTION 20-18

A RESOLUTION AUTHORIZING THE STEEL SOLAR PROJECT TRANSACTION SCHEDULE UNDER THE MASTER FIRM POWER SUPPLY AGREEMENT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

WHEREAS, Hyrum City (the "Member") owns and operates a utility system for the provision of electric energy to its residents and others (the "System") and is a member of Utah Associated Municipal Power Systems ("UAMPS") pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, as amended (the "Joint Action Agreement");

WHEREAS, the Member desires to purchase all or a portion of its requirements for electric power and energy from or through UAMPS and has entered into a Power Pooling Agreement with UAMPS to provide for the efficient and economic utilization of its power supply resources;

WHEREAS, the Member has previously entered into the Master Firm Power Supply Agreement with UAMPS in order to allow for UAMPS entering into various firm transactions for the purchase and sale of firm supplies of electric power and energy;

WHEREAS, UAMPS has investigated the Steel Solar Project, a forty (40) megawatt (MW) solar photovoltaic generation facility to be located in Box Elder County, Utah, on behalf of its members and is now prepared to enter into a twenty-five (25) year power purchase agreement with Steel Solar LLC to secure the delivery of all the energy from the Project and associated environmental attributes; and

WHEREAS, the Member now desires to authorize and approve the Steel Solar Transaction Schedule ("Transaction Schedule") attached hereto as Exhibit A for the Project subject to the parameters set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Hyrum City as follows:

Section 1. Authorization of Steel Solar Transaction Schedule. The Transaction Schedule, in substantially the form presented at the meeting at which this resolution is adopted, is hereby authorized and approved, and the Member Representative is hereby authorized, empowered and directed to execute and deliver the Transaction Schedule on behalf of the Member. Promptly upon its execution, the Transaction Schedule shall be filed in the official records of the Member.

Section 2. Other Actions. The Mayor, City Recorder, the Member Representative and other officers and employees of the Member shall take all actions necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all actions necessary to carry out the execution and delivery of the Transaction Schedule and the performance thereof.

Section 3. Miscellaneous; Effective Date.

(a) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(b) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this 3rd day of December, 2020.

HYRUM CITY

ATTEST:

Stephanie Miller
Mayor

Stephanie Fricke
City Recorder

ee

EXHIBIT A
STEEL SOLAR PROJECT
FIRM POWER SUPPLY AGREEMENT
TRANSACTION SCHEDULE

This Transaction Schedule to the Master Firm Power Supply Agreement to which all Parties to this Transaction Schedule are signatories provide for the following transactions. The Parties to this Transaction Schedule agree to the following provisions and agree to pay all costs of this transaction through the Firm Power Supply Project.

PURCHASER: Hyrum City

ENTITLEMENT SHARE: 6.46%

SUPPLIER: Steel Solar, LLC (the “Steel Solar Project”)

EFFECTIVE DATE: The Power Purchase Agreement by and between UAMPS and Steel Solar, LLC for the Steel Solar Resource (the “PPA”) was approved on November 4, 2020. The PPA becomes effective upon UAMPS obtaining member governing body approvals and completing transmission arrangements with PacifiCorp; UAMPS anticipates satisfying these two conditions within 90 days of executing the Power Purchase Agreement. The Scheduled Commercial Operation Date (“COD”) is December 31, 2022. The COD may not occur earlier than October 1, 2022 but not later than June 30, 2023.

TERM: A 25-year delivery term commencing on COD. The PPA will become effective upon UAMPS satisfying the two conditions precedent identified above.

AMOUNT: 2,584 kW and associated Environmental Attributes (“Entitlement Share”)

PRICE: \$31.45 per MWH

OTHER PROVISIONS:

Energy: UAMPS will schedule all energy pursuant to the terms and conditions of the PPA and will delivery to the Purchaser its Entitlement Share of the Steel Solar Resource. The Steel Solar Resource is to be constructed as a 40 MW solar photovoltaic generation facility located in Box Elder County, Utah.

Transmission: UAMPS will charge and the Purchaser will pay transmission charges as adopted by the UAMPS Board of Directors from time to time.

Administration: UAMPS will charge and Purchasers will pay the scheduling fee and reserve fee as adopted by the UAMPS Board of Directors from time to time.

Buyout Options: Under the PPA, UAMPS has the ability to buy the Steel Solar Resource from Steel Solar, LLC at specified buyout dates pursuant to a fair market value appraisal. If UAMPS is directed to pursue one of its buyout options, then UAMPS will in parallel develop new contracts or amend the Firm Power Supply Agreement with the Purchasers to provide UAMPS with the ability to finance the buyout of the Steel Solar Resource.

Step-Up Obligation:

- (1) In the event of a default by one of the Purchasers, UAMPS shall immediately allocate all of the defaulting Purchaser's Entitlement Share among the nondefaulting Purchasers, pro rata on the basis of their then-current Entitlement Shares, which shall remain in effect only until the completion of the procedures provided herein. UAMPS shall provide written notice to the nondefaulting Purchasers of the initial allocation of the defaulting Purchaser's Entitlement Share which notice shall (A) set forth the date of the initial allocation, (B) include a revised Schedule I showing the increased Entitlement Shares as a result of such allocation, (C) direct each of the nondefaulting Purchasers to make an election pursuant to subparagraph (2) below, and (D) set forth the date by which each of the nondefaulting Purchasers must notify UAMPS of such election. The initial allocation of the defaulting Purchaser's Entitlement Share and the increased Entitlement Shares of the nondefaulting Purchasers as a result of such allocation (as shown on the revised Schedule I prepared by UAMPS) shall remain in effect until the completion of the procedures provided for herein. During such period, each of the nondefaulting Purchasers shall have all of the rights, benefits, obligations and responsibilities associated with its increased Entitlement Share as a result of such allocation.
- (2) Within sixty days after the initial allocation of the defaulting Purchaser's Entitlement Share, each nondefaulting Purchaser shall notify UAMPS in writing of its election to: (A) retain all of its initial allocation of the defaulting Purchaser's Entitlement Share; or (B) retain none or less than all of such allocation. Any Purchaser that elects to retain all of its initial allocation of the defaulting Purchaser's Entitlement Share shall be deemed to have fully satisfied its step-up obligations and shall not thereafter be required to accept any additional allocation of the defaulting Purchaser's Entitlement Share; *provided* that any such nondefaulting Purchaser may give notice to UAMPS of its request to acquire additional amounts of the defaulting Purchaser's Entitlement Share as may be available.

- (3) Within thirty days after its receipt of the elections of all nondefaulting Purchasers pursuant to subparagraph (2), UAMPS shall determine whether the nondefaulting Purchasers have elected to retain all of the defaulting Purchaser's Entitlement Share. In the event that one or more of the nondefaulting Purchaser's elected to retain less than all of the initial allocations of the defaulting Purchaser's Entitlement Share, UAMPS shall reallocate the remaining amounts of the defaulting Purchaser's Entitlement Share proportionally among those nondefaulting Purchasers that have requested additional amounts of the defaulting Purchaser's Entitlement Share. To the extent that any part of the defaulting Purchaser's Entitlement Share is then unallocated, UAMPS shall next reallocate the remaining portion of the defaulting Purchaser's Entitlement Share proportionally among those Purchasers that did not elect to retain all of their initial allocations of such Entitlement Share. Proportional reallocations shall be based upon the Entitlement Shares of the nondefaulting Purchasers in effect immediately prior to the defaulting Purchaser's default.
- (4) In no event shall the final allocation of a defaulting Purchaser's Entitlement Share pursuant to subparagraph (3) (or the total of all such allocations in the event of multiple Purchasers' defaults) cause any nondefaulting Purchaser's Entitlement Share to increase by more than 25% over its "Adjusted Entitlement Share" without such Purchaser's consent. The "Adjusted Entitlement Share" is the Purchaser's Entitlement Share shown on Schedule I on and as of the Effective Date.
- (5) UAMPS shall deliver, promptly after making the determinations and reallocations required by subparagraphs (1-4), a notice to the nondefaulting Purchasers which notice shall (A) set forth the final allocation of the defaulting Purchaser's Entitlement Share pursuant to subparagraph (3), and the effective date of the final allocation, and (B) include a revised Schedule I showing the revised Entitlement Shares of the nondefaulting Purchasers upon the final allocation pursuant to subparagraph (3). The Entitlement Shares shown on such revised Schedule I shall thereafter be the Entitlement Shares of the nondefaulting Purchasers.
- (6) Any portion of the Entitlement Share of a defaulting Purchaser allocated or reallocated to a nondefaulting Purchaser pursuant to this paragraph (b) shall become a part of and shall be added to the Entitlement Share of the nondefaulting Purchaser, and from and after the date of such transfer the nondefaulting Purchaser shall be obligated to pay for its increased Entitlement Share pursuant to the terms and provisions of this Transaction Schedule. The defaulting Purchaser shall remain liable to UAMPS and the nondefaulting Purchasers for costs incurred and damages suffered by them in connection with the actions taken with respect to the defaulting Purchaser's Entitlement Share provided for herein.

(7) If, as a result of the limitation stated in subparagraph (4) above, any portion of a defaulting Purchaser's Entitlement Share remains unallocated or upon the request of any nondefaulting Purchaser, UAMPS shall use Commercially Reasonable Efforts to sell or dispose of the unallocated or designated Entitlement Share. The defaulting Purchaser shall be liable for the costs, fees and expenses incurred by UAMPS in connection with any such sale, disposition or remedial action.

Other:

Any costs incurred by UAMPS due solely to this Transaction Schedule, including but not limited to PPA costs, transmission costs, scheduling costs, administrative costs and legal costs will be the responsibility of Purchasers invoiced through the UAMPS Power Bills.

This Transaction Schedule may be signed in counterpart.

Dated this _____ day of _____, 2020.

HYRUM CITY

Stephanie Miller
Mayor

Attest:

Stephanie Fricke
City Recorder

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

By: _____

Title: _____

Schedule I

MEMBER	KW AMOUNT 40,000	ENTITLEMENT %
Blanding	646	1.62%
Bountiful	6,459	16.15%
Fairview	129	0.32%
Fillmore	388	0.97%
Heber	6,459	16.15%
Hurricane	2,584	6.46%
Hyrum	2,584	6.46%
Lehi	10,000	25.00%
Mt. Pleasant	388	0.97%
Paragonah	50	0.13%
Payson	3,877	9.69%
Price	3,500	8.75%
Santa Clara	1,000	2.50%
SUVESD	646	1.62%
Washington	1,292	3.23%
TOTAL	40,000	100.00%

RESOLUTION 20-19

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

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

WHEREAS, 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 December 3, 2020, it is hereby:

RESOLVED, by the Hyrum City Council 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 3rd day of December, 2020.

Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

ORDINANCE 20-05

(Mountain View Annexation - Mitchell V. and Mary Kay Olsen; and Chet W. and Jurene D. Olsen)

WHEREAS, the owners of certain real property, described below, desire to annex such real property to the corporate limits of Hyrum City, Utah; and

WHEREAS, said real property is located within the area proposed for annexation and covers a majority of the private land area within the area proposed for annexation; and

WHEREAS, said real property is equal in value to at least one-third (1/3) of the value of all private real property within the area proposed for annexation; and

WHEREAS, said real property is a contiguous, unincorporated area contiguous to the boundaries of Hyrum City and the annexation thereof will not leave or create an unincorporated island or peninsula; and

WHEREAS, said property is undeveloped and covers an area that is equivalent to less than five percent (5%) of the total land mass of all private real property within Hyrum City; and

WHEREAS, said owners have caused a Petition for Annexation to be filed with the city, together with an accurate plat of the real property which was made under the supervision of a competent, licensed surveyor; and

WHEREAS, on October 1, 2020, the Hyrum City Council received the required Notice of Certification from the City Recorder certifying that the annexation petition meets the requirements of State law; and

WHEREAS, the City Council published and mailed notice of the certification as required by law; and

WHEREAS, no timely protests have been filed in accordance with the provisions of Section 10-2-407, Utah Code Annotated, 1953, as amended; and

WHEREAS, the City Council on November 5, 2020 held the required public hearing after giving notice as required by law, and has determined annexation of said property is appropriate and desirable.

Ordinance 20-05

Page 2

NOW, THEREFORE, pursuant to Section 10-2-407, Utah Code Annotated 1953, as amended, the City Council of Hyrum City, Utah, hereby adopts, passes, and publishes the following:

AN ORDINANCE AMENDING THE MUNICIPAL ZONING MAP AND ANNEXING CERTAIN REAL PROPERTY AND EXTENDING THE CORPORATE LIMITS OF HYRUM CITY, UTAH (*MOUNTAIN VIEW ANNEXATION*).

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

SECTION 1. That certain real property, more particularly described in Section 2 below is hereby annexed to Hyrum City, Utah, and the corporate limits of said city are hereby extended accordingly.

SECTION 2. That the real property which is the subject of this Ordinance is described as follows:

A Part of the North Half of Section 16, Township 10 North, Range 1 East of the Salt Lake Base and Meridian and a Part of Lot 25 & Lot 32 of said School Section 16

Beginning at the Southeast Corner of said Lot 25 and RUNNING THENCE South 89°17'04" West 741.04 Feet (West 738 Feet by Record) Along the South Line of said Lot 25; Thence South 89°30'52" West (South 89°20'06" West by Record) 581.56 Feet Along said South Lot Line to the Southeast Corner of said Lot 32; Thence North 00°34'16" East (North 00°23'32" East by Record) 335.53 Feet Along the East Line of said Lot 32; Thence South 89°33'59" West (West by Record) 648.53 Feet to the West Line of said Lot 32; Thence North 00°12'19" East 334.52 Feet (North 330 Feet by Record) Along said West Line to the Southeast Corner of Cooper Subdivision, Entry Number 955,812, and the Northwest Corner of said Lot 32; Thence North 89°40'11" East (North 89°29'25" East by Record) 650.65 Feet Along the North Line of said Lot 32 to the Northeast Corner of said Lot 32; Thence North 89°51'29" East (North 89°41'01" East by Record) 333.28 Feet; Thence South 01°15'07" West (South 01°04'21" West by Record) 88.47 Feet; Thence South 89°30'32" East (South 89°41'18" East by Record) 249.03 Feet; Thence South 00°32'55" West (South 00°22'09" West by Record) 270.33 Feet; Thence North 89°17'04" East 745.22 Feet (East 738 Feet by Record) to the East Line of said Lot 25; Thence South 01°20'05" West (South by Record) 304.00 Feet Along the East Line of said lot 25 to the Point of Beginning. Containing 18.553 Acres.

Ordinance 20-05

Page 3

SECTION 3. That the real property described in Section 2 above shall be zoned as specified in each annexation agreement with special conditions as set forth in the annexation agreement and the zoning map of Hyrum City shall be amended to include the real property described above.

SECTION 4. A certified copy of this ordinance, an original plat describing the property, and the annexation agreement shall be filed with the Cache County Recorder within thirty (30) days after the date this ordinance is adopted.

SECTION 5. This ordinance shall become effective upon the posting of three (3) copies in each of three (3) public places within the corporate limits of Hyrum City.

ADOPTED AND PASSED by the Hyrum City Council this 19th day of November, 2020.

HYRUM CITY

BY: _____
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

Posted:

MOUNTAIN VIEW ANNEXATION
MITCHELL AND MARY KAY OLSEN AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020 by and between Hyrum City, a Utah municipal corporation, and Mitchell and Mary Kay Olsen, husband and wife, owners of real property adjacent to the municipal limits of Hyrum City, and sponsors of the petition to annex said property (collectively referred to as "APPLICANT")

WITNESSETH:

WHEREAS, APPLICANT is the owner of 13 and 39/100 (13.39) acres of real property, which property bears Cache County Tax Numbers 01-080-0098, 01-080-0050, 01-080-0039, and 01-080-0009 and is more particularly described hereafter; and

WHEREAS, on September 22, 2020, APPLICANT filed a petition and map pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (UCA), requesting annexation of said parcel into the municipal limits of Hyrum City; and

WHEREAS, on October 1, 2020, said petition was accepted by resolution of the Hyrum City Council; and

WHEREAS, on October 1, 2020, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on November 5, 2020, after providing proper notice to the public as required by Section 10-2-407 UCA, the Hyrum City Council held a public hearing to consider annexation of said property; and

WHEREAS, the Hyrum City Council has concluded that said property is an unincorporated area contiguous to the boundaries of Hyrum City and as such qualifies under law for annexation into Hyrum City; and

WHEREAS, the Hyrum City Council has also determined that this annexation will not adversely impact the community and creates an opportunity for the city to increase its tax base and provide municipal utility services to said property.

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

1. SUBJECT PROPERTY. The subject property of this annexation agreement is described as follows:

MOUNTAIN VIEW ANNEXATION
MITCHELL AND MARY KAY OLSEN AGREEMENT

Section 9. Item D.

01-080-0098 - BEG AT N/4 COR SEC 16 T 10N R 1E & TH S0*22'14''W
1341.63 FT TO N LN OF 16.5 WIDE R/W TH N89*20'06''E 353.09 FT TO
TRUE POB TH N89*20'06''E 221.09 FT TH N0*22'10''E 574.21 FT TH
N89*41'18''W 249.03 FT TH S0*31'03''W 423.05 FT TH S10*15'31''E
157.61 FT TO TRUE POB CONT 3.25 AC M/B

01-080-0039 - BEG AT N/4 COR SEC 16 T 10N R 1E & TH S0*22'14''W
1341.63 FT TO N LN OF 16.5 FT WIDE R/W TH N89*20'06''E 185.09 FT
TO TRUE POB TH S89*20'06''W 192.47 FT TO E LN OF LOCKHART PARCEL
01-080-0010 TH N0*23'32''E 668.93 FT TH N89*41'01''E 333.28 FT
TH S1*04'21''W 88.47 FT TH S0*31'02''W 362.44 FT TH S89*20'06''W
141.36 FT TH S0*14'04''E 216.01 FT TO TRUE POB CONT 4.39 AC M/B

01-080-0009 - THE N/2 OF LOT 32 SEC 16 T 10N R 1E CONT 5 AC

01-080-0050 BEG AT N/4 COR SEC 16 T 10N R 1E & TH S0*22'14''W
1341.63 FT TO N LN OF 16.5 WIDE R/W & TH N89*20'06''E 185.09 FT
TO TRUE POB TH N89*20'06''E 168 FT TH N10*15'32''W 157.61 FT TH
N0*31'02''E 60.61 FT TH S89*20'06''W 141.36 FT TH S0*14'04''E
216.01 FT TO TRUE POB CONT 0.75 AC M/B

2. DEVELOPMENT. Upon annexation, the subject property shall become part of Hyrum City and all development or improvements of any nature shall comply with the applicable ordinances, standards, regulations, procedures, and policies established by Hyrum City.

3. ZONING. Zoning of subject property shall be:

Residential R-3:

01-080-0098 - BEG AT N/4 COR SEC 16 T 10N R 1E & TH S0*22'14''W
1341.63 FT TO N LN OF 16.5 WIDE R/W TH N89*20'06''E 353.09 FT TO
TRUE POB TH N89*20'06''E 221.09 FT TH N0*22'10''E 574.21 FT TH
N89*41'18''W 249.03 FT TH S0*31'03''W 423.05 FT TH S10*15'31''E
157.61 FT TO TRUE POB CONT 3.25 AC M/B

01-080-0039 - BEG AT N/4 COR SEC 16 T 10N R 1E & TH S0*22'14''W
1341.63 FT TO N LN OF 16.5 FT WIDE R/W TH N89*20'06''E 185.09 FT
TO TRUE POB TH S89*20'06''W 192.47 FT TO E LN OF LOCKHART PARCEL
01-080-0010 TH N0*23'32''E 668.93 FT TH N89*41'01''E 333.28 FT
TH S1*04'21''W 88.47 FT TH S0*31'02''W 362.44 FT TH S89*20'06''W
141.36 FT TH S0*14'04''E 216.01 FT TO TRUE POB CONT 4.39 AC M/B

01-080-0009 - THE N/2 OF LOT 32 SEC 16 T 10N R 1E CONT 5 AC

01-080-0050 BEG AT N/4 COR SEC 16 T 10N R 1E & TH S0*22'14''W
1341.63 FT TO N LN OF 16.5 WIDE R/W & TH N89*20'06''E 185.09 FT

MOUNTAIN VIEW ANNEXATION
MITCHELL AND MARY KAY OLSEN AGREEMENT

Section 9. Item D.

TO TRUE POB TH N89*20'06''E 168 FT TH N10*15'32''W 157.61 FT TH
N0*31'02''E 60.61 FT TH S89*20'06''W 141.36 FT TH S0*14'04''E
216.01 FT TO TRUE POB CONT 0.75 AC M/B

Residential R-3 with Nonconforming Uses:

01-080-0050 BEG AT N/4 COR SEC 16 T 10N R 1E & TH S0*22'14''W
1341.63 FT TO N LN OF 16.5 WIDE R/W & TH N89*20'06''E 185.09 FT
TO TRUE POB TH N89*20'06''E 168 FT TH N10*15'32''W 157.61 FT TH
N0*31'02''E 60.61 FT TH S89*20'06''W 141.36 FT TH S0*14'04''E
216.01 FT TO TRUE POB CONT 0.75 AC M/B

Hyrum City recognizes that this parcel of property currently has a residential dwelling along with an auto repair shop north of the dwelling. Hyrum City is zoning this property Residential R-3 with the auto repair shop being allowed as a nonconforming use. Hyrum City recognizes that property owner may want to change the use of the auto repair shop and is approving the following *Nonconforming Uses: Auto Repair; Light Manufacturing Plants (no excessive noise, dust, smoke, or odor); Maintenance and Repair Facilities; Paint Shops; Office Buildings; Public Structures (i.e. courts, city hall fire stations, public works, electrical, gas, and telephone transmission lines and stations, etc.; and as a Conditional Use - Retail Sales. Allowed uses must be screened from abutting residential developments (not the existing residential dwelling) by a six (6) foot tall wall, fence, or hedge.

**A nonconforming use is a land use that was established when allowed by a zoning ordinance and has been maintained continuously but is no longer allowed due to an ordinance change. A nonconforming use may be terminated if a use is discontinued for at least one year - it is presumed to be abandoned. If the use is terminated, any future uses on the property must conform to current zoning ordinances.*

4. WATER SHARES. As required by Section 16.20.070 of the Hyrum City Municipal Code, the APPLICANT agrees, upon approval and acceptance of this agreement, to provide water in the amount and under the terms and conditions established by Section 16.20.070, or submit payment in lieu thereof as allowed by law at the City's sole discretion.

Hyrum City is not requiring any water rights and/or irrigation shares to be provided to the City upon annexation. The City before and upon any development of this property requires APPLICANT/Developer/Landowner to submit water rights, irrigation shares, and/or purchase water, if available, from Hyrum City at the rate established at that time of development. Hyrum City's

current ordinance requires the Applicant/Developer/Landowner to submit to Hyrum City 3 acre feet of water per acre of ground. The amount of water required may exceed the 3 acre feet of water per acre of ground if determined necessary by the City Council based on projected use for a manufacturing, and/or commercial business, housing, etc.

5. ENVIRONMENTAL CONCERNS. Said real property lies proximate to a mixture of urban and rural uses (including a mink ranch, feed yard, etc.). Applicant and future owners should be aware of associated odors, flies, noises, and other activities affecting the environment. The APPLICANT hereby agrees to include a statement on the recorded plat as well as provide any other documents necessary to give actual notice to any potential buyers of these conditions and their impact on residential neighborhoods. All development in this area will conform with dark sky lighting regulations.

6. UTILITY SERVICE EXTENSION AND IMPACT FEES. With respect to the development of said property, APPLICANT agrees to comply with City ordinances and regulations for extension of utility services, including payment of impact, connection, extension of lines to the end of the property line, and other fees currently in effect or as amended.

7. CULINARY WATER. APPLICANT and/or developers will be responsible (including all costs) to install culinary water mains connecting development on this property to the municipal distribution lines.

Applicant and/or developers of the site will be responsible to install culinary water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

Applicant and/or developers will be responsible for all costs associated with the extension of the culinary water line along 1300 South (6800 South) from 300 East (600 West) east to 500 East(350 West). The estimated cost for the water main extension is \$60,000 including design and constructions. Applicant is entitled to reclaim up to 70% of the cost of the water line extension 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.

8. WASTEWATER COLLECTION. APPLICANT and/or developers will be responsible (including all costs) to install sewer mains connecting development on this property to the municipal collections lines including lift stations if necessary.

Sewage from this property ultimately will flow into the sewer main on 300 South. The city will analyze the potential capacity of the sewer main on 300 South to determine a timetable for enlargement and cost recovery measures. Development of this property will not be approved until the sewer main lines have been accurately assessed to determine the City's current and future needs.

Applicant and/or developers of the site will be responsible to install wastewater mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

Hyrum City will allow one single family home located at approximately 465 East 1300 South (375 West 6800 South - County Address) to be built without connecting to the Hyrum City Municipal Wastewater System. Applicant and/or developer of such home will be required and agrees to pay for all costs to extend and connect to the wastewater collection line once the collection line comes within 300' of the property 465 East 1300 South.

9. IRRIGATION. Hyrum City reserves the right to limit the area served by the Municipal Piped Irrigation System and has the right to restrict outside watering to service provided through the municipal culinary distribution system.

Applicant and/or developers of the site will be responsible to install pressurized irrigation water mains extending from a point of junction with the main line to the property at a size

and depth to be specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

10. STORMWATER. Applicant and/or developers of the site agree to comply with Hyrum City's regulations governing stormwater runoff.

11. ELECTRIC. APPLICANT and/or developers will be responsible (including all costs) to install electrical main lines, transformers, etc. connecting and servicing development on this property to the municipal distribution lines.

Applicant and/or developers of the site will be responsible to install electrical distribution lines extending from a point of junction with the main line to the property as specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

Hyrum City will allow one single family home located at approximately 465 East 1300 South (375 West 6800 South - County Address) to be built without connecting to the Hyrum City Electrical System and instead connect to Rocky Mountain Power.

12. TRANSPORTATION. Applicant agrees that upon annexation of this property a road dedication from parcels 01-080-0039 and 01-080-0050 along 1300 South (6800 South County Address) will be required to widen the 1300 South road to 60' and half of the road dedication shall be provided by property on each side of the street. The road dedication will need to be made to Hyrum City Corporation.

APPLICANT agrees that upon development of parcel #01-080-0098 the applicant and/or developers will be responsible, including all costs for improving, widening, or building roads to Hyrum City's specifications for a 66' road going east and west at on 1300 South (6800 South - County Address).

Applicant and/or developers of the site will be required to have ingress/egress access locations as required by Hyrum City's engineer. APPLICANT agrees that upon development of this property that the applicant and/or developers will be responsible, including all costs for improving, widening, or building roads to Hyrum City's specifications.

13. FIRE & EMERGENCY SERVICES. Hyrum City will allow one single family home located at approximately 465 East 1300 South (375 West 6800 South - County Address) to be built with the installation of one fire hydrant located along 1300 South (6800 South - County Address). Exact location of such fire hydrant will be determined by the Hyrum City Fire Chief and Hyrum City's Water Department Superintendent. Applicant and/or developer of such home will be required and agrees to pay for all costs to install one fire hydrant. Upon development applicant and/or developers of this property must also deed Hyrum City a temporary right-of-way for a turnaround for emergency vehicles. The temporary right-of-way must be at least 40' in length with a width of 20' and be a hard surface. This temporary right-of-way maybe deeded back to property owner upon future development providing an emergency vehicle turnaround.

APPLICANT and/or developer agrees that upon further development of this property that the applicant and/or developers will be responsible, including all costs for installation of additional fire hydrants as required and deemed necessary by Hyrum City.

14. AGREEMENT. The parties hereto acknowledge that they have both participated in the preparation of this AGREEMENT and, in the event that any question arises regarding its interpretation, no presumption shall be drawn in favor of or against any party hereto with respect to the drafting hereof.

15. GOVERNING LAW. This AGREEMENT, and all matters relating hereto, including any matter or dispute arising out of the AGREEMENT, shall be interpreted, governed, and enforced according to the laws of the State of Utah, and the parties hereto consent to the jurisdiction of any appropriate court in the State of Utah to resolve such disputes.

16. AMENDMENTS. This AGREEMENT may be amended at any time upon mutual agreement of the parties hereto, which amendment(s) must be reduced to writing and signed by all parties in order to become effective.

17. ENTIRE AGREEMENT. This AGREEMENT, and the exhibits thereto, constitute and represent the entire agreement of the parties hereto with respect to the subject matter hereof, and

MOUNTAIN VIEW ANNEXATION
MITCHELL AND MARY KAY OLSEN AGREEMENT

Section 9. Item D.

all other prior agreements, covenants, promises and conditions, verbal or written, between these parties are incorporated herein. No party hereto has relied upon any other promise, representation or warranty, other than those contained herein, in executing this AGREEMENT.

18. FURTHER INSTRUMENTS. The parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

19. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in the AGREEMENT will be binding on another party hereto without the written consent of the party sought to be bound. Hyrum City and APPLICANT each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this AGREEMENT.

20. ATTORNEY FEES. The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys fees which may arise or accrue from enforcing this AGREEMENT, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such costs and expenses are incurred with to without suit or before or after judgment.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

HYRUM CITY

By _____
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

APPLICANTS:

Mitchell Olsen

Witness:

Mary Kay Olsen



MOUNTAIN VIEW ANNEXATION
CHET & JURENE OLSEN AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020 by and between Hyrum City, a Utah municipal corporation, and Chet & Jurene Olsen, husband and wife, owners of real property adjacent to the municipal limits of Hyrum City, and sponsors of the petition to annex said property (collectively referred to as "APPLICANT")

WITNESSETH:

WHEREAS, APPLICANT is the owner of 5 and 15/100 (5.15) acres of real property, which property bears Cache County Tax Numbers 01-080-0096 and is more particularly described hereafter; and

WHEREAS, on September 22, 2020, APPLICANT filed a petition and map pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (UCA), requesting annexation of said parcel into the municipal limits of Hyrum City; and

WHEREAS, on October 1, 2020, said petition was accepted by resolution of the Hyrum City Council; and

WHEREAS, on October 1, 2020, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on November 5, 2020, after providing proper notice to the public as required by Section 10-2-407 UCA, the Hyrum City Council held a public hearing to consider annexation of said property; and

WHEREAS, the Hyrum City Council has concluded that said property is an unincorporated area contiguous to the boundaries of Hyrum City and as such qualifies under law for annexation into Hyrum City; and

WHEREAS, the Hyrum City Council has also determined that this annexation will not adversely impact the community and creates an opportunity for the city to increase its tax base and provide municipal utility services to said property.

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

1. SUBJECT PROPERTY. The subject property of this annexation agreement is described as follows:

01-080-0096 - BEG AT SE COR LT 25 SEC 16 T 10N R 1E & TH W 738.0 FT ALG LT LN TO FENCE LN TH N 304.0 FT ALG FENCE TH E 738.0 FT TO FENCE LN & E LN OF LOT 25 TH S 738.0 FT ALG FENCE LN TO BEG CONT 5.15 AC M/B

2. DEVELOPMENT. Upon annexation, the subject property shall become part of Hyrum City and all development or improvements of any nature shall comply with the applicable ordinances, standards, regulations, procedures, and policies established by Hyrum City.

3. ZONING. Zoning of subject property shall be:

Residential R-3:

01-080-0096 - BEG AT SE COR LT 25 SEC 16 T 10N R 1E & TH W 738.0 FT ALG LT LN TO FENCE LN TH N 304.0 FT ALG FENCE TH E 738.0 FT TO FENCE LN & E LN OF LOT 25 TH S 738.0 FT ALG FENCE LN TO BEG CONT 5.15 AC M/B

4. WATER SHARES. As required by Section 16.20.070 of the Hyrum City Municipal Code, the APPLICANT agrees, upon approval and acceptance of this agreement, to provide water in the amount and under the terms and conditions established by Section 16.20.070, or submit payment in lieu thereof as allowed by law at the City's sole discretion.

Hyrum City is not requiring any water rights and/or irrigation shares to be provided to the City upon annexation. The City before and upon any development of this property requires APPLICANT/Developer/Landowner to submit water rights, irrigation shares, and/or purchase water, if available, from Hyrum City at the rate established at that time of development. Hyrum City's current ordinance requires the Applicant/Developer/Landowner to submit to Hyrum City 3 acre feet of water per acre of ground. The amount of water required may exceed the 3 acre feet of water per acre of ground if determined necessary by the City Council based on projected use for a manufacturing, and/or commercial business, housing, etc.

5. ENVIRONMENTAL CONCERNS. Said real property lies proximate to a mixture of urban and rural uses (including a mink ranch, feed yard, etc.). Applicant and future owners should be aware of associated odors, flies, noises, and other activities affecting the environment. The APPLICANT hereby agrees to include a statement on the recorded plat as well as provide any other documents necessary to give actual notice to any potential buyers of these conditions and their impact on residential

neighborhoods. All development in this area will conform with dark sky lighting regulations.

6. UTILITY SERVICE EXTENSION AND IMPACT FEES. With respect to the development of said property, APPLICANT agrees to comply with City ordinances and regulations for extension of utility services, including payment of impact, connection, extension of lines to the end of the property line, and other fees currently in effect or as amended.

7. CULINARY WATER. APPLICANT and/or developers will be responsible (including all costs) to install culinary water mains connecting development on this property to the municipal distribution lines.

Applicant and/or developers of the site will be responsible to install culinary water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

8. WASTEWATER COLLECTION. APPLICANT and/or developers will be responsible (including all costs) to install sewer mains connecting development on this property to the municipal collections lines including lift stations if necessary.

Sewage from this property ultimately will flow into the sewer main on 300 South. The city will analyze the potential capacity of the sewer main on 300 South to determine a timetable for enlargement and cost recovery measures. Development of this property will not be approved until the sewer main lines have been accurately assessed to determine the City's current and future needs.

Applicant and/or developers of the site will be responsible to install wastewater mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

9. IRRIGATION. Hyrum City reserves the right to limit the area served by the Municipal Piped Irrigation System and has the right to restrict outside watering to service provided through the municipal culinary distribution system.

Applicant and/or developers of the site will be responsible to install pressurized irrigation water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

10. STORMWATER. Applicant and/or developers of the site agree to comply with Hyrum City's regulations governing stormwater runoff.

11. ELECTRIC. APPLICANT and/or developers will be responsible (including all costs) to install electrical main lines, transformers, etc. connecting and servicing development on this property to the municipal distribution lines.

Applicant and/or developers of the site will be responsible to install electrical distribution lines extending from a point of junction with the main line to the property as specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

12. TRANSPORTATION. Applicant and/or developers of the site will be required to have ingress/egress access locations as required by Hyrum City's engineer. APPLICANT agrees that upon development of this property that the applicant and/or developers will be responsible, including all costs for improving, widening, or building roads to Hyrum City's specifications.

13. FIRE & EMERGENCY SERVICES. APPLICANT and/or developer agrees that upon further development of this property that the applicant and/or developers will be responsible, including all

costs for installation of additional fire hydrants as required and deemed necessary by Hyrum City. Also applicant and/or developer will be responsible for providing fire access as required by Hyrum City Building and Improvement Standards.

14. AGREEMENT. The parties hereto acknowledge that they have both participated in the preparation of this AGREEMENT and, in the event that any question arises regarding its interpretation, no presumption shall be drawn in favor of or against any party hereto with respect to the drafting hereof.

15. GOVERNING LAW. This AGREEMENT, and all matters relating hereto, including any matter or dispute arising out of the AGREEMENT, shall be interpreted, governed, and enforced according to the laws of the State of Utah, and the parties hereto consent to the jurisdiction of any appropriate court in the State of Utah to resolve such disputes.

16. AMENDMENTS. This AGREEMENT may be amended at any time upon mutual agreement of the parties hereto, which amendment(s) must be reduced to writing and signed by all parties in order to become effective.

17. ENTIRE AGREEMENT. This AGREEMENT, and the exhibits thereto, constitute and represent the entire agreement of the parties hereto with respect to the subject matter hereof, and all other prior agreements, covenants, promises and conditions, verbal or written, between these parties are incorporated herein. No party hereto has relied upon any other promise, representation or warranty, other than those contained herein, in executing this AGREEMENT.

18. FURTHER INSTRUMENTS. The parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

19. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in the AGREEMENT will be binding on another party hereto without the written consent of the party sought to be bound. Hyrum City and APPLICANT each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this AGREEMENT.

20. ATTORNEY FEES. The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses,

MOUNTAIN VIEW ANNEXATION
CHET & JURENE OLSEN AGREEMENT

Section 9. Item D.

including reasonable attorneys fees which may arise or accrue from enforcing this AGREEMENT, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such costs and expenses are incurred with to without suit or before or after judgment.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

HYRUM CITY

By _____
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

APPLICANTS:

Chet Olsen

Witness:

Jurene Olsen



Mayor: ~~Stephanie B. Fricke~~
Council: ~~Section 9. Item D.~~
Stev
Jared L. Clawson
Paul G. James
Vicky McCombs
Craig Rasmussen
City Administrator
Ron W. Salvageon
Recorder
Stephanie B. Fricke
Treasurer
Todd Parkins

October 2, 2020

To Whom It May Concern;

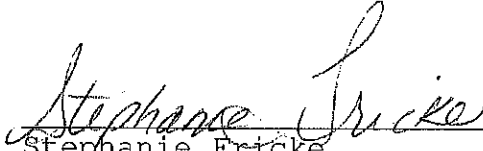
A Petition for Annexation has been filed in the office of the Hyrum City Recorder for the purpose of requesting annexation by Mitchell V. and Mary Kay Olsen, and Chet W. and Jurene D. Olsen (to be known as the Mountain View Annexation) more specifically described as follows:

A Part of the North Half of Section 16, Township 10 North, Range 1 East of the Salt Lake Base and Meridian and a Part of Lot 25 & Lot 32 of said School Section 16

Beginning at the Southeast Corner of said Lot 25 and RUNNING THENCE South $89^{\circ}17'04''$ West 741.04 Feet (West 738 Feet by Record) Along the South Line of said Lot 25; Thence South $89^{\circ}30'52''$ West (South $89^{\circ}20'06''$ West by Record) 581.56 Feet Along said South Lot Line to the Southeast Corner of said Lot 32; Thence North $00^{\circ}34'16''$ East (North $00^{\circ}23'32''$ East by Record) 335.53 Feet Along the East Line of said Lot 32; Thence South $89^{\circ}33'59''$ West (West by Record) 648.53 Feet to the West Line of said Lot 32; Thence North $00^{\circ}12'19''$ East 334.52 Feet (North 330 Feet by Record) Along said West Line to the Southeast Corner of Cooper Subdivision, Entry Number 955,812, and the Northwest Corner of said Lot 32; Thence North $89^{\circ}40'11''$ East (North $89^{\circ}29'25''$ East by Record) 650.65 Feet Along the North Line of said Lot 32 to the Northeast Corner of said Lot 32; Thence North $89^{\circ}51'29''$ East (North $89^{\circ}41'01''$ East by Record) 333.28 Feet; Thence South $01^{\circ}15'07''$ West (South $01^{\circ}04'21''$ West by Record) 88.47 Feet; Thence South $89^{\circ}30'32''$ East (South $89^{\circ}41'18''$ East by Record) 249.03 Feet; Thence South $00^{\circ}32'55''$ West (South $00^{\circ}22'09''$ West by Record) 270.33 Feet; Thence North $89^{\circ}17'04''$ East 745.22 Feet (East 738 Feet by Record) to the East Line of said Lot 25; Thence South $01^{\circ}20'05''$ West (South by Record) 304.00 Feet Along the East Line of said lot 25 to the Point of Beginning. Containing 18.553 Acres.

The Hyrum City Council received the Notice of Certification on October 1, 2020. The complete annexation petition is available for inspection at the office of the Hyrum City Recorder. I have enclosed a copy of the Notice of Certification, the Resolution accepting the Annexation Petition, and the Annexation Petition.

Hyrum City may grant the petition and annex the area described in the petition unless a written protest to the annexation is filed with the Cache County Boundary Commission c/o Janeen Allen, Secretary 199 North Main, Logan, Utah, 84321 and a copy of the protest delivered to the Hyrum City Recorder by November 2, 2020. A protest to the annexation petition may be filed by the legislative body or governing board of an affected entity. Should you have any questions regarding this, please contact Hyrum City Recorder Stephanie Fricke at 435-245-6033 or sfricke@hyrumcity.com.


Stephanie Fricke
City Recorder

cc: Cache County
Cache County School District
Cache County Mosquito Abatement District
Cache Valley Transit District

RESOLUTION 20-10

A RESOLUTION ACCEPTING A PETITION FOR ANNEXATION OF CERTAIN REAL PROPERTY UNDER THE PROVISIONS OF SECTION 10-2-405, UTAH CODE ANNOTATED, 1953, AS AMENDED (*Mountain View Annexation - 18.553 acres*).

WHEREAS, on September 22, 2020, the owners of certain real property (petitioners) Mitchell V. and Mary Kay Olsen, and Chet W. and Jurene D. Olsen filed a petition with the city recorder of Hyrum City, Cache County, State of Utah requesting that such property be annexed to the corporate boundaries of Hyrum City; and

WHEREAS, said petition contains the signatures of the owners of private real property that is: 1) located within the area proposed for annexation; 2) covers a majority of the private land area within the area proposed for annexation; 3) covers 100% of rural real property as that term is defined in Section 17B-2a-1107 within the area proposed for annexation; 4) covers 100% of the private land area within the area proposed for annexation if the area is within an agriculture protection area, or a migratory bird protection area; and 5) is equal in value to at least one-third of the value of all the private real property within the area proposed for annexation; and

WHEREAS, the petitioners certify that said property proposed for annexation lies contiguous to the present boundaries of Hyrum City as provided in the legal description and does not lie within the boundaries of any other incorporated municipality; and

WHEREAS, the petitioners have caused an accurate plat of the real property proposed for annexation to be prepared by a licensed surveyor and have filed said plat with the city recorder; and

WHEREAS, said petition appears to comply with all of the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended.

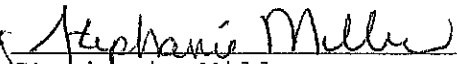
NOW, THEREFORE, BE IT RESOLVED by the City Council of Hyrum City, Cache County, State of Utah, that the annexation petition, attached hereto as Exhibit "A", is hereby accepted for consideration under the provisions of Utah State annexation law and is hereby referred to the municipal attorney and city recorder for review pursuant to Section 10-2-405, Utah State Code Annotated, 1953, as amended.

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

ADOPTED AND PASSED by the City Council this 1st day of
October, 2020.

HYRUM CITY

BY:


Stephanie Miller
Mayor

ATTEST:


Stephanie Fricke
City Recorder

TO THE MAYOR AND CITY COUNCIL OF HYRUM CITY, CACHE COUNTY, STATE OF UTAH:

We, the undersigned owners of certain real property lying contiguous to the present municipal limits of Hyrum City hereby submit this Petition for Annexation and respectfully represent the following:

1. That this petition is made pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (UCA);
2. That the property subject to this petition is a contiguous, unincorporated area contiguous to the boundaries of Hyrum City;
3. That the signatures affixed hereto are those of the owners of private real property that:
 - a. is located within the area proposed for annexation;
 - b. covers a majority of the private land area within the area proposed for annexation;
 - c. covers 100% of rural real property as that term is defined in Section 17B-2a-1107 within the area proposed for annexation;
 - d. covers 100% of the private land area within the area proposed for annexation if the area is within:
 1. an agriculture protection area created under Title 17, Chapter 41, Agriculture, Industrial, or Critical Infrastructure Materials Protection Area; or
 2. a migratory bird protection area created under Title 23, Chapter 28, Migratory Bird Production Area.
 - e. is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation;
 - f. is described as follows:

A Part of the North Half of Section 16, Township 10 North, Range 1 East of the Salt Lake Base and Meridian and a Part of Lot 25 & Lot 32 of said School Section 16

Beginning at the Southeast Corner of said Lot 25 and RUNNING THENCE South 89°17'04" West 741.04 Feet (West 738 Feet by Record) Along the South Line of said Lot 25; Thence South 89°30'52" West (South 89°20'06" West by Record) 581.56 Feet Along said South Lot Line to the Southeast Corner of said Lot 32; Thence North 00°34'16" East (North 00°23'32" East by Record) 335.53 Feet Along the East Line of said Lot 32; Thence South 89°33'59" West (West by Record) 648.53 Feet to the West Line of said Lot 32; Thence North 00°12'19" East 334.52 Feet (North 330 Feet by Record) Along said West Line to the Southeast Corner of Cooper Subdivision, Entry

Number 955,812, and the Northwest Corner of said Lot 32; Thence North 89°40'11" East (North 89°29'25" East by Record) 650.65 Feet Along the North Line of said Lot 32 to the Northeast Corner of said Lot 32; Thence North 89°51'29" East (North 89°41'01" East by Record) 333.28 Feet; Thence South 01°15'07" West (South 01°04'21" West by Record) 88.47 Feet; Thence South 89°30'32" East (South 89°41'18" East by Record) 249.03 Feet; Thence South 00°32'55" West (South 00°22'09" West by Record) 270.33 Feet; Thence North 89°17'04" East 745.22 Feet (East 738 Feet by Record) to the East Line of said Lot 25; Thence South 01°20'05" West (South by Record) 304.00 Feet Along the East Line of said lot 25 to the Point of Beginning. Containing 18.553 Acres.

4. That up to five of the signers of this petition have been designated as sponsors, one of whom is designated "contact sponsor", with the mailing address of each sponsor being indicated;

5. That this petition does not propose annexation of all or a part of an area proposed for annexation in a previously filed petition that has not been denied, rejected, or granted;

6. That this petition does not propose annexation of an area that includes some or all of an area proposed to be incorporated in a request for a feasibility study under Section 10-2-103 UCA or a petition under Section 10-2-125 UCA if:

- a. the request or petition was filed before the filing of the annexation petition; and
- b. the request, a petition under Section 10-2-109 based on that request, or a petition under Section 10-2-125 is still pending on the date the annexation petition is filed;

7. That the petitioners have caused an accurate plat of the above described property to be made by a competent, licensed surveyor, which plat is filed herewith; and

8. That the petitioners request the property, if annexed, be zoned as follows:

Zoned Residential R-3:

01-080-0096 - BEG AT SE COR LT 25 SEC 16 T 10N R 1E & TH W 738.0 FT ALG LT LN TO FENCE LN TH N 304.0 FT ALG FENCE TH E 738.0 FT TO FENCE LN & E LN OF LOT 25 TH S 738.0 FT ALG FENCE LN TO BEG CONT 5.15 AC M/B

01-080-0098 - BEG AT N/4 COR SEC 16 T 10N R 1E & TH S0°22'14" W 1341.63 FT TO N LN OF 16.5 WIDE R/W TH N89°20'06" E 353.09 FT TO TRUE POB TH N89°20'06" E 221.09 FT TH N0°22'10" E 574.21 FT TH

N89*41'18''W 249.03 FT TH S0*31'03''W 423.05 FT TH S10*15'31''E
157.61 FT TO TRUE POB CONT 3.25 AC M/B

01-080-0039 - BEG AT N/4 COR SEC 16 T 10N R 1E & TH S0*22'14''W
1341.63 FT TO N LN OF 16.5 FT WIDE R/W TH N89*20'06''E 185.09 FT
TO TRUE POB TH S89*20'06''W 192.47 FT TO E LN OF LOCKHART PARCEL
01-080-0010 TH N0*23'32''E 668.93 FT TH N89*41'01''E 333.28 FT TH
S1*04'21''W 88.47 FT TH S0*31'02''W 362.44 FT TH S89*20'06''W
141.36 FT TH S0*14'04''E 216.01 FT TO TRUE POB CONT 4.39 AC M/B

01-080-0009 - THE N/2 OF LOT 32 SEC 16 T 10N R 1E CONT 5 AC

Zoned Commercial C-1:

01-080-0050 BEG AT N/4 COR SEC 16 T 10N R 1E & TH S0*22'14''W
1341.63 FT TO N LN OF 16.5 WIDE R/W & TH N89*20'06''E 185.09 FT TO
TRUE POB TH N89*20'06''E 168 FT TH N10*15'32''W 157.61 FT TH
N0*31'02''E 60.61 FT TH S89*20'06''W 141.36 FT TH S0*14'04''E
216.01 FT TO TRUE POB CONT 0.75 AC M/B

9. That the petitioners agree to pay the City upon request and before the annexation process is completed for all expenses it has incurred due to the annexation. The petitioners understand if payment has not been made to the City by specified dates it could delay the annexation process.

WHEREFORE, the Petitioners hereby request that this petition be considered by the governing body at its next regular meeting, or as soon thereafter as possible; that a resolution be adopted as required by law accepting this Petition for Annexation for further consideration; and that the governing body take such steps as required by law to complete the annexation herein petitioned.

DATED this 22 day of September, 2020.

CONTACT SPONSOR INFORMATION:

Name: Jamie Olsen
Address: PO BOX 489
City, State Zip: Paradise, UT 84328
Phone: 435-757-3196


Signature: _____

Witness:

CERTIFICATE

STATE OF UTAH)
 : ss
 COUNTY OF CACHE)

I, Stephanie Fricke duly appointed and acting City Recorder for Hyrum City, Cache County, State of Utah, do hereby certify that the foregoing is a true copy of a Resolution duly adopted and passed by the City Council of Hyrum City, Utah, at a regular meeting thereof, held the 1st day of October, 2020 which appears of record in the City Recorder's office. I further certify that a quorum was present and acting throughout said meeting and that this Resolution is in full force and effect in the form so adopted and that it has not been subsequently modified, amended or rescinded.

In witness whereof, I have hereto set my hand this 2nd day of October, 2020.


 Stephanie Fricke
 City Recorder

(SEAL)

Resolution 20-10

A resolution accepting a petition for annexation of certain real property under the provisions of section 10-2-405, Utah Code Annotated, 1953, as amended (Mountain View Annexation-18.553 acres).

NOTICE OF CERTIFICATION OF ANNEXATION PETITION

Pursuant to Section 10-2-406, U.C.A., Hyrum City, Utah, hereby gives notice as follows:

1. On September 22, 2020 a petition proposing the annexation of real property located between approximately 1200 South to 1300 South between 400 East to 650 East (Cache County Address 6700 South to 6800 South between 250 West to 500 West) approximately 18.553 acres has been filed by Mitchell V. and Mary Kay Olsen, and Chet W. and Jurene D. Olsen.
2. On October 1, 2020, the Hyrum City Council approved Resolution 20-10 accepting the Petition to be further considered and authorizing the Petition to be certified.
3. On October 1, 2020, the Hyrum City Council received the required Notice of Certification from the City Recorder certifying that the Petition meets the requirements of State Law.
4. The area proposed for annexation in the petition is described as follows:

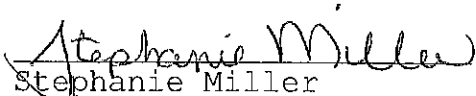
A Part of the North Half of Section 16, Township 10 North, Range 1 East of the Salt Lake Base and Meridian and a Part of Lot 25 & Lot 32 of said School Section 16

Beginning at the Southeast Corner of said Lot 25 and RUNNING THENCE South 89°17'04" West 741.04 Feet (West 738 Feet by Record) Along the South Line of said Lot 25; Thence South 89°30'52" West (South 89°20'06" West by Record) 581.56 Feet Along said South Lot Line to the Southeast Corner of said Lot 32; Thence North 00°34'16" East (North 00°23'32" East by Record) 335.53 Feet Along the East Line of said Lot 32; Thence South 89°33'59" West (West by Record) 648.53 Feet to the West Line of said Lot 32; Thence North 00°12'19" East 334.52 Feet (North 330 Feet by Record) Along said West Line to the Southeast Corner of Cooper Subdivision, Entry Number 955,812, and the Northwest Corner of said Lot 32; Thence North 89°40'11" East (North 89°29'25" East by Record) 650.65 Feet Along the North Line of said Lot 32 to the Northeast Corner of said Lot 32; Thence North 89°51'29" East (North 89°41'01" East by Record) 333.28 Feet; Thence South 01°15'07" West (South 01°04'21" West by Record) 88.47 Feet; Thence South

89°30'32" East (South 89°41'18" East by Record) 249.03 Feet; Thence South 00°32'55" West (South 00°22'09" West by Record) 270.33 Feet; Thence North 89°17'04" East 745.22 Feet (East 738 Feet by Record) to the East Line of said Lot 25; Thence South 01°20'05" West (South by Record) 304.00 Feet Along the East Line of said lot 25 to the Point of Beginning. Containing 18.553 Acres.

5. The complete Annexation Petition is available for inspection and copying at the Hyrum City Recorder's Office, 60 West Main, Hyrum, Utah Monday through Friday during the hours of 8:00 a.m. and 5:00 p.m.
6. Hyrum City may grant the Petition and annex the above-described area unless a written protest to the Annexation Petition is filed with Cache County Boundary Commission c/o Janeen Allen, Secretary 199 North Main, Logan, Utah, 84321, by an authorized protestor (10-2-407 Utah Code), and a copy of the protest is delivered to the Hyrum City Recorder at the address noted above. Any protest must be filed as herein stated by no later than Monday, November 2, 2020.
7. If no protests are received, the Hyrum City Council will hold a public hearing on Thursday, November 5, 2020 at 6:30 p.m. in the Hyrum City Council Chambers 60 West Main, Hyrum, Utah to consider a request to annex this property.

Hyrum City


Stephanie Miller
Mayor

Publication dates: October 3, 10, and 17, 2020

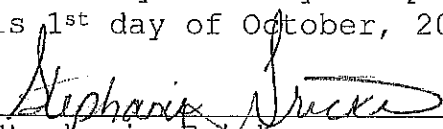
CERTIFICATION OF ANNEXATION PETITION
AND NOTICE TO CITY COUNCIL
CONTACT SPONSOR AND
CACHE COUNTY COUNCIL

STATE OF UTAH)
 : SS.
 County of Cache)

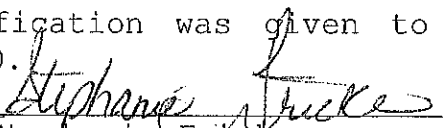
I, Stephanie Fricke, the duly appointed and acting City Recorder of Hyrum City, Cache County, Utah, do hereby certify that I did, on September 22, 2020, receive the Petition for Annexation and attached Plat which was filed with the city by contact sponsor Jamie Olsen, which Petition was accepted by the Hyrum City Council for further consideration pursuant to Section 10-2-405, Utah Code Annotated, 1953 as amended, by Resolution 20-10 adopted and passed by the City Council on October 1, 2020.

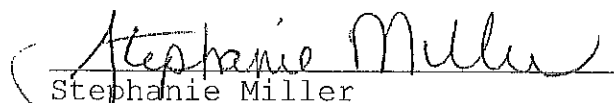
I hereby certify the Petition and state that I, Stephanie Fricke, and City Attorney Jonathan Jenkins have reviewed the referenced Petition for Annexation and have determined that the Petition meets the requirements of Subsections 10-2-403 (3), (4), and (5) of the Utah Code and I hereby give Notice to the Hyrum City Council, and the Contact Sponsor for said Petition Jamie Olsen, and the Cache County Council, of my Certification of said Petition as meeting the requirements of the referenced subsections of State law.

IN WITNESS WHEREOF, I have hereunto set my signature and affixed the official seal of Hyrum City Corporation in Cache County, State of Utah, this 1st day of October, 2020.


 Stephanie Fricke
 City Recorder

The foregoing Certification was given to the Hyrum City Council on October 1, 2020.


 Stephanie Fricke
 City Recorder


 Stephanie Miller
 Mayor



OFFICE OF THE
STATE AUDITOR

Questionnaire

Section 10. Item A.

Revised March 2020

Fraud Risk Assessment

INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking "Yes" on each of the questions below.
- Total the points of the questions marked "Yes" and put on the "Total Points Earned" line below.
- Using the points earned, circle the risk level on the "Risk Level" line below.

Total Points Earned: 355 Risk Level: Very Low Low Moderate High Very High
> 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	200	200
2. Does the entity have written policies in the following areas:		
a. Conflict of interest?	5	5
b. Procurement?	5	5
c. Ethical behavior?	5	5
d. Reporting fraud and abuse?	5	5
e. Travel?	5	5
f. Credit/Purchasing cards (where applicable)?	5	5
g. Personal use of entity assets?	5	5
h. IT and computer security?	5	5
i. Cash receipting and deposits?	5	5
3. Does the entity have a licensed or certified expert as part of its management team? (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO)		20
a. Do any members of the management team have at least a bachelor's degree in accounting?	10	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	20	20
5. Have all of the board members completed the State Auditor online training at least once in the last four years?	20	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	20	20
7. Does the entity have or promote a fraud hotline?	20	20
8. Does the entity have a formal internal audit function?		20
9. Does the entity have a formal audit committee?	20	20

Certified By: Toll Peterson

Certified By: Ron Salvesen

355

* MC = Mitigating Control

Basic Separation of Duties

See page 2 of this questionnaire for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	X			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?			X	
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".			X	
4. Are all the people who have access to blank checks different from those who are authorized signers?			X	
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	X			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	X			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	X			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	X			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	X			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	X			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			

LEWIS ANNEXATION
ROBERT C. AND VIVIAN C. LEWIS AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020 by and between Hyrum City, a Utah municipal corporation, and Robert C. and Vivian C. Lewis, husband and wife, owners of real property adjacent to the municipal limits of Hyrum City, and sponsors of the petition to annex said property (collectively referred to as "APPLICANT")

WITNESSETH:

WHEREAS, APPLICANT is the owner of 40 and 37/100 (40.37) acres of real property, which property bears Cache County Tax Numbers 01-070-0001, 01-070-0002, and 01-071-0001 and is more particularly described hereafter; and

WHEREAS, on July 2, 2020, APPLICANT filed a petition and map pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (UCA), requesting annexation of said parcel into the municipal limits of Hyrum City; and

WHEREAS, on July 16, 2020, said petition was accepted by resolution of the Hyrum City Council; and

WHEREAS, on August 6, 2020, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on October 15, 2020, after providing proper notice to the public as required by Section 10-2-407 UCA, the Hyrum City Council held a public hearing to consider annexation of said property; and

WHEREAS, the Hyrum City Council has concluded that said property is an unincorporated area contiguous to the boundaries of Hyrum City and as such qualifies under law for annexation into Hyrum City; and

WHEREAS, the Hyrum City Council has also determined that this annexation will not adversely impact the community and creates an opportunity for the city to increase its tax base and provide municipal utility services to said property.

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

1. SUBJECT PROPERTY. The subject property of this annexation agreement is described as follows:

LEWIS ANNEXATION
ROBERT C. AND VIVIAN C. LEWIS AGREEMENT

Section 10. Item B.

A PART OF THE OF SOUTH HALF OF SECTION 9, TOWNSHIP 10 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE HYRUM CITY CORPORATE LIMITS LOCATED NORTH 89° 59' 51" WEST A DISTANCE OF 2004.56 FEET AND SOUTH 00° 51' 32" WEST, A DISTANCE OF 1.41 FEET FROM THE CACHE COUNTY ALUMINUM CAP MONUMENT MARKING THE EAST QUARTER CORNER OF SECTION 9 FROM WHICH MONUMENT THE MAG NAIL MARKING THE SOUTHEAST CORNER OF SECTION 9 BEARS SOUTH 00° 36' 23" WEST A DISTANCE OF 2671.18 FEET; THENCE ALONG SAID CORPORATE LIMITS SOUTH 00° 25' 29" WEST, A DISTANCE OF 660.82 FEET; THENCE, SOUTH 89° 41' 12" WEST, A DISTANCE OF 649.04 FEET; THENCE, SOUTH 00° 36' 43" WEST, A DISTANCE OF 312.04 FEET; THENCE, NORTH 89° 20' 14" WEST, A DISTANCE OF 1348.91 FEET TO A POINT ON THE HYRUM CITY CORPORATE LIMITS; THENCE ALONG SAID CORPORATE LIMITS THE FOLLOWING FOUR (4) COURSES:

- (1) NORTH 00° 44' 48" EAST, A DISTANCE OF 982.78 FEET;
- (2) SOUTH 89° 32' 42" EAST, A DISTANCE OF 680.24 FEET;
- (3) SOUTH 89° 16' 20" EAST, A DISTANCE OF 666.21 FEET;
- (4) SOUTH 89° 17' 12" EAST A DISTANCE OF 646.95 FEET TO THE POINT OF BEGINNING. CONTAINING 40.37 ACRES.

2. DEVELOPMENT. Upon annexation, the subject property shall become part of Hyrum City and all development or improvements of any nature shall comply with the applicable ordinances, standards, regulations, procedures, and policies established by Hyrum City.

3. ZONING. Zoning of subject property shall be:

Residential R-2:

01-071-0001 - BEG AT NW COR SE/4 SEC 9 T 10N R 1E E 40 RDS S 40 RDS W 40 RDS N 40 RDS TO BEG 10 AC; 01-070-0001; and 01-070-0002 (Legal Description will be provided upon City Council's recommendation for zoning - PROPOSING ALL OF THE PROPERTY EXCEPT 600' ON THE WEST BOUNDARY LINE).

This property is Zoned Residential R-2 with the following restrictions:

- A. No multi-family units i.e. apartments, townhouses, twinhomes, condominium units, etc. will be allowed on this property.

Residential R-5:

01-070-0001 and 01-070-0002 (Legal Description will be provided upon City Council's recommendation for zoning - PROPOSING 600' EAST FROM THE WEST BOUNDARY LINE).

This property is Zoned Residential R-5 with the following restrictions:

A.

4. WATER SHARES. As required by Section 16.20.070 of the Hyrum City Municipal Code, the APPLICANT agrees, upon approval and acceptance of this agreement, to provide water in the amount and under the terms and conditions established by Section 16.20.070, or submit payment in lieu thereof as allowed by law at the City's sole discretion.

Hyrum City is not requiring any water rights and/or irrigation shares to be provided to the City upon annexation. The City before and upon any development of this property requires APPLICANT/Developer/Landowner to submit water rights, irrigation shares, and/or purchase water, if available, from Hyrum City at the rate established at that time of development. Hyrum City's current ordinance requires the Applicant/Developer/Landowner to submit to Hyrum City 3 acre feet of water per acre of ground. The amount of water required may exceed the 3 acre feet of water per acre of ground if determined necessary by the City Council based on projected use for a manufacturing, and/or commercial business, housing, etc.

5. ENVIRONMENTAL CONCERNS. Said real property lies proximate to a mixture of urban and rural uses (including a milk ranch and milk processing plant) and Applicant and future owners should be aware of associated odors, flies, noises, and other activities affecting the environment. The APPLICANT hereby agrees to include a statement on the recorded plat as well as provide any other documents necessary to give actual notice to any potential buyers of these conditions and their impact on residential neighborhoods. All development in this area will conform with dark sky lighting regulations.

6. UTILITY SERVICE EXTENSION AND IMPACT FEES. With respect to the development of said property, APPLICANT agrees to comply with City ordinances and regulations for extension of utility services, including payment of impact, connection, extension of lines to the end of the property line, and other fees currently in effect or as amended.

7. CULINARY WATER. APPLICANT and/or developers will be responsible (including all costs) to install culinary water

mains connecting development on this property to the municipal distribution lines.

Applicant and/or developers of the site will be responsible to install culinary water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

8. WASTEWATER COLLECTION. APPLICANT and/or developers will be responsible (including all costs) to install sewer mains connecting development on this property to the municipal collections lines including lift stations if necessary.

Sewage from this property ultimately will flow into the sewer main on 300 South. The city will analyze the potential capacity of the sewer main on 300 South to determine a timetable for enlargement and cost recovery measures. Development of this property will not be approved until the sewer main lines have been accurately assessed to determine the City's current and future needs.

Applicant and/or developers of the site will be responsible to install wastewater mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

9. IRRIGATION. Hyrum City reserves the right to limit the area served by the Municipal Piped Irrigation System and has the right to restrict outside watering to service provided through the municipal culinary distribution system.

Applicant and/or developers of the site will be responsible to install pressurized irrigation water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

10. STORMWATER. Applicant and/or developers of the site agree to comply with Hyrum City's regulations governing stormwater runoff.

11. ELECTRIC. APPLICANT and/or developers will be responsible (including all costs) to install electrical main lines, transformers, etc. connecting and servicing development on this property to the municipal distribution lines.

Applicant and/or developers of the site will be responsible to install electrical distribution lines extending from a point of junction with the main line to the property as specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

12. TRANSPORTATION. Applicant agrees that upon annexation of this property a road dedication from parcels 01-070-0001 and 01-070-0002 along 300 East will be required to widen the 300 East road to ____' and half of the road dedication shall be provided by property on each side of the street. The road dedication will need to be made to Hyrum City Corporation.

APPLICANT agrees that upon development of this property that the applicant and/or developers will be responsible, including all costs for improving, widening, or building roads to Hyrum City's specifications for a ____' road going east and west at ____ East.

Applicant and/or developers of the site will be required to have ingress/egress access locations as required by Hyrum City's engineer. APPLICANT agrees that upon development of this property that the applicant and/or developers will be responsible, including all costs for improving, widening, or building roads to Hyrum City's specifications.

13. AGREEMENT. The parties hereto acknowledge that they have both participated in the preparation of this AGREEMENT and, in the event that any question arises regarding its interpretation,

no presumption shall be drawn in favor of or against any party hereto with respect to the drafting hereof.

14. GOVERNING LAW. This AGREEMENT, and all matters relating hereto, including any matter or dispute arising out of the AGREEMENT, shall be interpreted, governed, and enforced according to the laws of the State of Utah, and the parties hereto consent to the jurisdiction of any appropriate court in the State of Utah to resolve such disputes.

15. AMENDMENTS. This AGREEMENT may be amended at any time upon mutual agreement of the parties hereto, which amendment(s) must be reduced to writing and signed by all parties in order to become effective.

16. ENTIRE AGREEMENT. This AGREEMENT, and the exhibits thereto, constitute and represent the entire agreement of the parties hereto with respect to the subject matter hereof, and all other prior agreements, covenants, promises and conditions, verbal or written, between these parties are incorporated herein. No party hereto has relied upon any other promise, representation or warranty, other than those contained herein, in executing this AGREEMENT.

17. FURTHER INSTRUMENTS. The parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

18. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in the AGREEMENT will be binding on another party hereto without the written consent of the party sought to be bound. Hyrum City and APPLICANT each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this AGREEMENT.

19. ATTORNEY FEES. The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys fees which may arise or accrue from enforcing this AGREEMENT, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such costs and expenses are incurred with to without suit or before or after judgment.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

LEWIS ANNEXATION
ROBERT C. AND VIVIAN C. LEWIS AGREEMENT

Section 10. Item B.

HYRUM CITY

By _____
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

APPLICANTS:

Robert C. Lewis

Witness: _____
Vivian C. Lewis

HYRUM CITY Power & Light Impact Fee Analysis

November 2020

Prepared by: Active Power Engineering, LLC

Michael R. Anderson, P.E.

TABLE OF CONTENTS

1	IMPACT FEE STUDY--GENERAL.....	1
1.1	INTRODUCTION	1
1.2	IMPACT FEE STATUTE REQUIREMENTS.....	1
2	IMPACT FEE FACILITIES PLAN (IFFP) FOR HYRUM CITY POWER SYSTEM	2
2.1	GENERAL.....	2
2.2	POPULATION AND GROWTH	3
2.2.1	POPULATION FORECAST	3
2.2.2	ELECTRIC CUSTOMERS.....	4
2.2.3	CUSTOMER FORECAST	4
2.2.4	GROWTH AREAS	4
2.3	EXISTING INFRASTRUCTURE CAPACITIES	5
2.3.1	TRANSMISSION SYSTEM AND SUBSTATIONS.....	5
2.3.2	DISTRIBUTION SYSTEM.....	6
2.4	CURRENT LEVEL OF SERVICE	6
2.5	DEMANDS ON CURRENT SYSTEM	7
2.6	DEMANDS WITH GROWTH (LOAD GROWTH FORECAST).....	8
2.7	SPATIAL LOAD FORECAST	8
2.8	PROJECTS FOR IFFP—REQUIRED CAPACITY ADDITIONS.....	9
2.8.1	46 kV TRANSMISSION PROJECT	9
2.8.2	SUBSTATION TRANSFORMERS.....	10
2.8.3	DISTRIBUTION SYSTEM	10
2.9	COST OF IFFP PROJECTS REQUIRED	11
2.9.1	SUBSTATION TRANSFORMER COST	11
2.9.2	FEEDER COST	11
2.9.3	46 KV TRANSMISSION COST	12
2.10	CERTIFICATION OF THE IFFP	13
3	IMPACT FEE ANALYSIS (IFA)	14
3.1	GENERAL.....	14
3.1.1	IMPACT FEE RATE CALCULATION.....	14

HYRUM CITY POWER & LIGHT IMPACT FEE ANALYSIS

3.1.2	POWER DEMAND AND IMPACT FEE CALCULATION	16
3.2	Certification of the IFA.....	19

K \ U X P # F I W \ # S R Z H U # # O L J K W #
 I P S D F W # H H # D Q D O \ V I V H [H F X W I Y H # X P P D U \ #

SD J H # #

EXECUTIVE SUMMARY

General:

This report documents the study performed by Active Power Engineering, LLC, for Hyrum City Power & Light to update the Hyrum City Electric Power Impact Fee Analysis.

The Utah impact fee statute Title 11 Chapter 36a “Impact Fee Act” requires the city imposing impact fees to (1) prepare an Impact Fee Facilities Plan, (2) perform an Impact Fee Analysis, (3) calculate the Impact Fee(s), and (4) certify the Impact Fee Facilities Plan and Impact Fee Analysis.

This report includes an Impact Fee Facilities Plan, Impact Fee Analysis, calculated Impact Fees and certification of the Impact Fee Facilities Plan and Impact Fee Analysis.

This report provides the background, requirements, basis, projects and analysis for new customer impact fees that must be collected for new electric service to be connected. The impact fee applies to new services and upgraded services. The 10-year period 2021 to 2030 was used in this impact fee analysis.

Impact Fee Facilities Plan (IFFP):

According to the Statute, the “Impact Fee Facilities Plan (“IFFP”) shall identify (a) demands placed upon existing public facilities by new development activity; and (b) the proposed means by which the political subdivision will meet those demands.”

The projected demand placed upon the Hyrum City electric power system is directly tied to the forecasted population growth. Historic growth in population has averaged about 3.5%. Power demand growth rate has averaged about 5% and is projected continue to be between 3% to 4.6% per year going forward. Hyrum City power system load was 13.0 MVA in 2020 (21.6 MVA including JBS Meat Packing Plant). Hyrum City load is forecast to add 7.6 MVA of new development load between 2021 and 2030, totaling 20.6 MVA in 2030.

To serve the projected demand new power facilities are required. The IFFP includes a new substation (Dairy) with a 25 MVA transformer, an upgraded substation transformer adding 5 MVA capacity, an upgraded 46 kV transmission line to feed the new transformer capacity, and two new distribution feeders to utilize the new capacity. The total estimated cost of these projects is about \$6,070,500. The projects add 30 MVA of system capacity.

Impact Fee Analysis (IFA):

The Impact Fee Analysis (“IFA”) portion of the Statute states that (1) “each local political subdivision or private entity intending to impose an impact fee shall prepare a written analysis of each impact fee:” and (2) “shall also prepare a summary of the impact fee analysis designed to be understood by a lay person.”

Electric impact fees in Hyrum City are calculated using incremental costs. This method determines what new developments pay for improvements or a portion of the improvements needed to serve them. This is a “capacity-based” fee structure. In this way existing customers are not burdened by the new growth.

The Impact Fee Analysis involves three basic steps or sub-analyses: (1) determining an Impact Fee rate that applies a cost per each kVA of new power demand from development ; (2) determining the kVA power demand for the typical customer types and service levels; and (3) calculating the proposed Impact Fee.

K \ UX P # F W \ # SR Z HU# # QJ KW#
 IP SDFW#HH#DQ DO\ VVCH [HF XWYH#X P P DU\#

SDJH#

The Impact Fee rate was calculated by dividing the IFFP total project cost (adjusted for construction cost escalation, and interest earned on collected impact fees) by the added system capacity. The Impact Fee rate has been calculated to be \$240.39/kVA.

The kVA power demand for residential customers was calculated from the typical kW demand experienced by Hyrum City on 200-amp and 400-amp services and the typical power factor. The kVA power demand for commercial customers was calculated using the service panel size, type (i.e., single phase or three phase), voltage, power factor and the panel utilization factor typical for commercial customers.

Several sample recommended Impact Fees calculated using the Impact Fee rate and power demand calculated above are shown below.

Residential Service Level	Typical Power Demand (kW Impact)	Power Factor	Est. kVA Impact	Recommended Impact Fee
200 Amp	5	95.0%	5.3	\$1,265
400 Amp	10	95.0%	10.5	\$2,530
Type of Commercial Service	Typical Power Demand (kW Impact)	Power Factor	Est. kVA Impact	Recommended Impact Fee
Single Phase 120/240 V 200 Amp Panel	17.3	90.0%	19.2	\$4,615
Three Phase 120/208 V 200 Amp Panel	25.9	90.0%	28.8	\$6,928
Three Phase 277/480 V 200 Amp Panel	59.9	90.0%	66.5	\$15,989

Conclusions: The analysis documented in this report satisfies the Impact Fee Act requirements. The Electric Power Impact Fee can be implemented upon Hyrum city council approval and completion of the other appropriate steps outlined in the Impact Fee Act.

1 IMPACT FEE STUDY--GENERAL

1.1 INTRODUCTION

The purpose of this study is to update the Hyrum City Electric Power Impact Fee Analysis. This will help the city determine an impact fee for new electrical customers. This document provides the background, requirements, basis, projects and analysis for new customer impact fees that must be collected for new electric service to be connected. The impact fee applies to new services and upgraded services.

This analysis was performed using publicly available information, information supplied by Hyrum City, and spreadsheets developed for conducting this analysis. Certain assumptions about areas of development, growth rates, and needed projects were used in the analysis in arriving at the recommended impact fee. These assumptions are believed to be appropriate and reasonable for the impact fee analysis. The 10-year period 2021 to 2030 was considered in this impact fee analysis.

This analysis complies with all the requirements of the Utah “Impact Fees Act”, Utah Statute U.C.A 11-36a.

The Electric Power Impact Fee can be implemented upon Hyrum city council approval and completing the other appropriate steps outlined in the Impact Fees Act .

1.2 IMPACT FEE STATUTE REQUIREMENTS

The Utah impact fee statute requires the city imposing impact fees to (1) prepare an Impact Fee Facilities Plan, (2) perform an Impact Fee Analysis, (3) calculate the Impact Fee(s), and (4) certify the Impact Fee Facilities Plan and Impact Fee Analysis. This report documents the completion of all four of these requirements.

According to the statute, the “Impact Fee Facilities Plan (“IFFP”) shall identify (a) demands placed upon existing public facilities by new development activity; and (b) the proposed means by which the political subdivision will meet those demands.”

The Impact Fee Analysis (“IFA”) portion of the Statute states that (1) “each local political subdivision or private entity intending to impose an impact fee shall prepare a written analysis of each impact fee:” and (2) “shall also prepare a summary of the impact fee analysis designed to be understood by a lay person.” The requirements of the IFA include identifying the estimated impacts on existing capacity and system improvements caused by the anticipated development activity. The political subdivision must also estimate the proportionate share of:

K \ UX P # F W \ # IOHF WUIF DO#G HSDUWP HQ W#
IP SD F W # HH#D Q DO \ VIV#

SD J H#

(i) the costs of existing capacity that will be recouped and (ii) the costs of the impacts on system improvements that are reasonably related to the new development activity.

The calculation of the Impact Fee may include the following:

- (a) The construction contract price;
- (b) The cost of acquiring land, improvements, materials, and fixtures;
- (c) The cost for planning, surveying, and engineering fees for services provided for and directly related to the construction of the system improvements; and
- (d) For a political subdivision, debt service charges, if the political subdivision might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the costs of the system improvements.

Also, the calculation of the Impact Fee must be based on realistic estimates and the assumptions underlying such estimates must be disclosed in the impact fee analysis.

2 IMPACT FEE FACILITIES PLAN (IFFP) FOR HYRUM CITY POWER SYSTEM

2.1 GENERAL

Hyrum City Power & Light, is a municipal electric utility serving approximately 3,220 customers in Hyrum, Cache County, Utah. The system coincident peak demand including the demand of the JBS Meat Packing Plant was 21.6 megawatts (MW) in summer 2020. The utility's service area is about 6 square miles including all of Hyrum City limits and a small additional area of Cache County. Hyrum City owns and operates one hydroelectric generator that is rated 350 kilowatts (kW). The power system consists of one 46-kilovolt (kV) delivery substation and three 46/12.47 kV distribution substations: 800 East, Hammer, and Center Street substations. A map of the city and power system is shown in Figure 1.

K \ UX P # F W \ # IOHF WU IF DO # G HSD UWP HQ W #
IP SD F W # HH # Q D O \ VIV #

SD J H # #

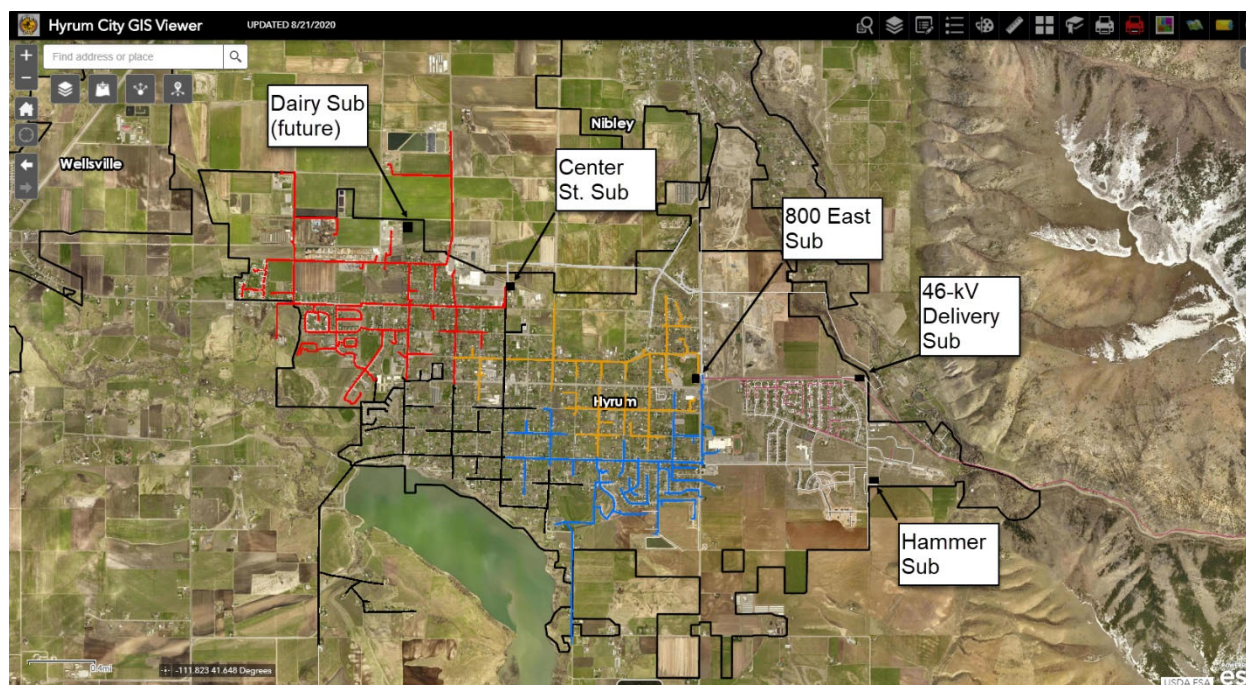


Figure 1-Hyrum City Power System Map

Hyrum City is a member of the Utah Associated Municipal Power Systems (UAMPS) organization. UAMPS is a member organization that provides wholesale electric-energy, transmission, and other energy services, on a nonprofit basis, to municipal-owned power systems. Hyrum City is able to participate along with other municipalities in projects including wind, natural gas, hydroelectric and coal-fired generation.

2.2 POPULATION AND GROWTH

The population of Hyrum City in 2019 was estimated by the Utah Governor's Office to be 8,619. The estimated population provided by Hyrum City for 2020 is 9,000. Population growth rate averaged over 2016-2020 is 2.5% to 3.5%, and the most recent year growth was about 4.5%.

2.2.1 POPULATION FORECAST

The population growth rate of 3.5% was applied over the 10-year period, 2021 to 2030, in this impact fee analysis. The estimated historic and projected future population of Hyrum City is shown in Figure 2.

K \ UX P # F W \ # IOHF WUIF DO # G HSD UWP HQ W #
IP SD F W # HH # Q DO \ VIV #

SD J H # #

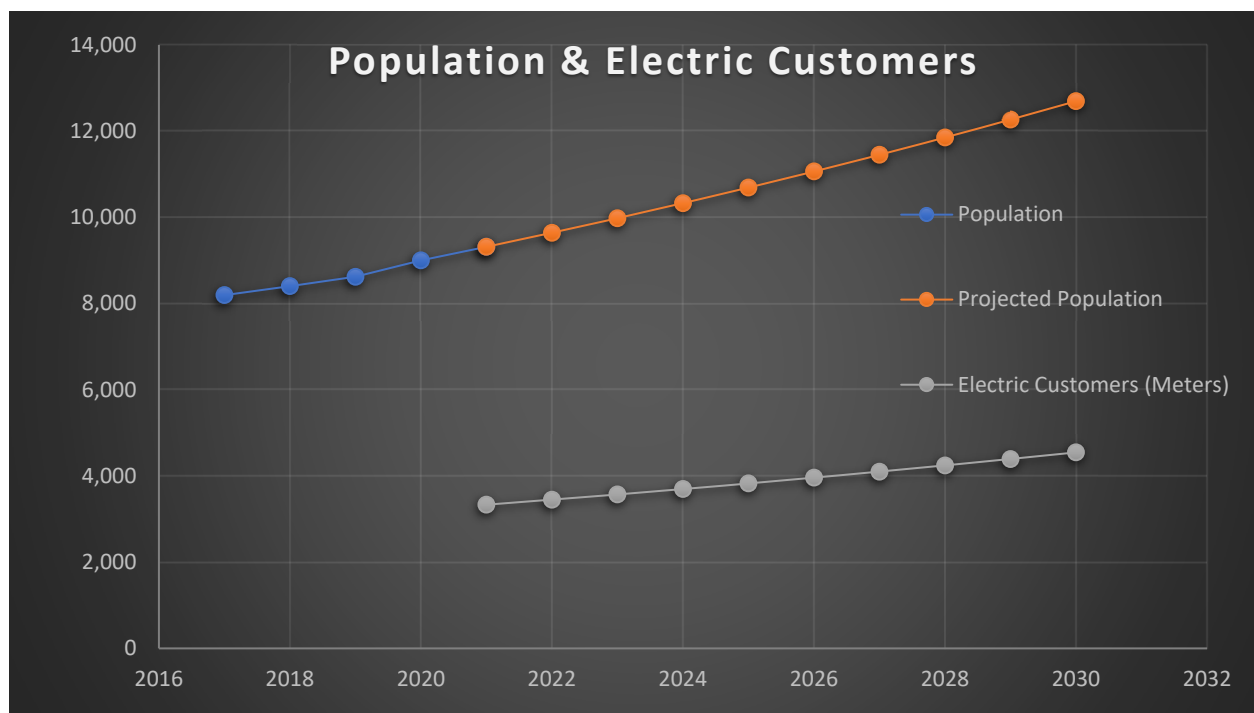


Figure 2 – Hyrum Population and Electric Customers

2.2.2 ELECTRIC CUSTOMERS

Hyrum City has about 3,220 electric meters installed as of 2020. Each meter is considered a customer, so the ratio of customers to population is 3,220:9,000 or 1 meter per 2.8 people. An estimated projection on the new of new meters or customers can be made from the population projection and the meters per population ratio. The projected number of total electric customers, or meters, is shown in Figure 2.

2.2.3 CUSTOMER FORECAST

The estimate for new meters is an average of 132 per year, some years might be less and some years might be more. Based on 2020 data, 94% of the meters are for residential customers, 4% of the meters are for commercial customers, and 2% of the meters are net meters or other type of meters. Going forward it is assumed that 94% of new meters will be for residential customers.

2.2.4 GROWTH AREAS

The areas of the city that are expected to see new growth are shown in Figure 3. The areas are identified as either residential or industrial based on the current zoning.

K \ UX P # F W \ # IOHF WUIF DO#G HSD UWP HQ W#
IP SD F W#HH#D Q D O \ VIV#

SD J H#B#

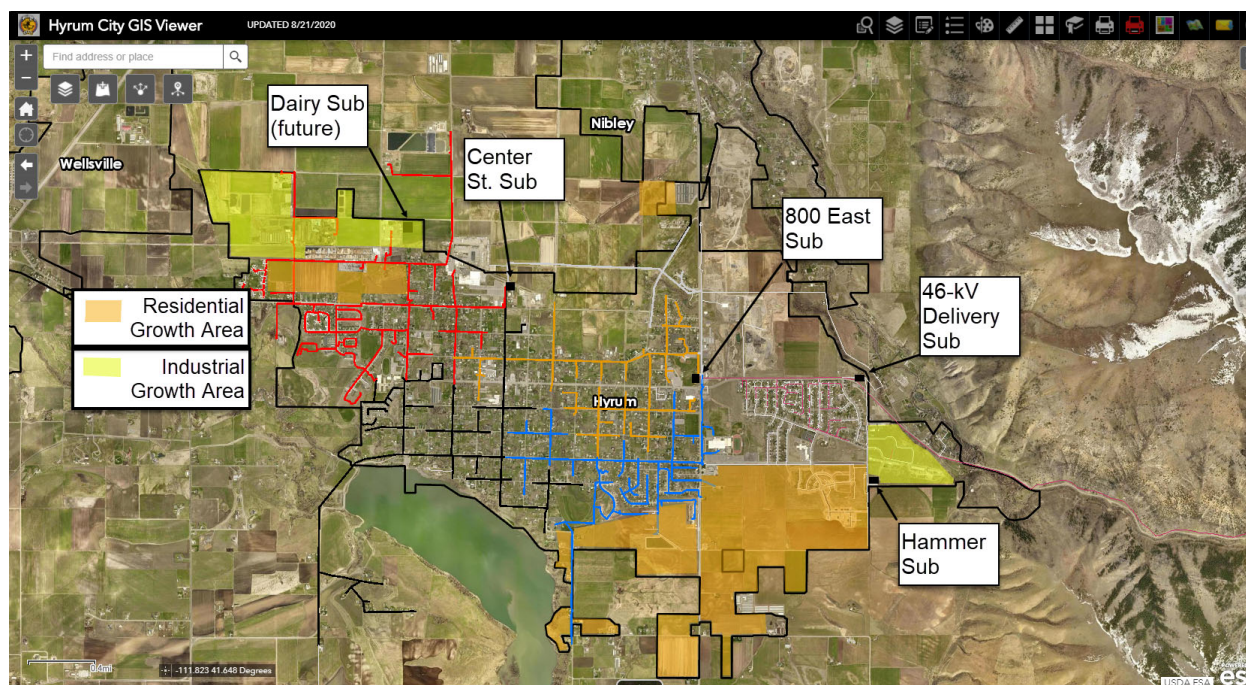


Figure 3-Growth Area Projection Map

2.3 EXISTING INFRASTRUCTURE CAPACITIES

2.3.1 TRANSMISSION SYSTEM AND SUBSTATIONS

Electric power is supplied to Hyrum City on a 46 kV transmission line owned and maintained by Rocky Mountain Power to one 46 kV breaker in the delivery substation. The city owns about 3.5 miles of 46 kV transmission line that feed four substations. An extension of the 46 kV transmission line will feed one future substation west of Center Street substation (the Dairy substation).

The 46 kV transmission system that is owned and operated by Hyrum City Power & Light has two branches. One branch goes to Hammer substation and another—the main branch—serves the substations at 800 East, Center Street, JBS¹ and will extend to feed the future Dairy substation. This main branch transmission line capacity is 23 MVA based on the 3/0 ACSR conductor rating (25 MVA short-term).

The substations and their associated transformers are listed in Table 1.

¹ JBS is a customer owned substation serving only the JBS plant. It is not counted as a Hyrum City Power distribution substation.

K \ UX P # F W \ # IOHF WUIF DO#G HSDUWP HQ W#
IP SD F W # HH# Q DO \ VIV#

SD J H#

Table 1-Substation Transformers

Substation	Transformer Manufacturer	Transformer Rating (MVA)
800 East	Westinghouse	5
Center Street	Westinghouse	5
Hammer	ABB	10
Total Existing Transformer Rated Capacity		20
Dairy (Planned Future)	To be determined	10 (planned) 25 (ultimate)

2.3.2 DISTRIBUTION SYSTEM

From the three distribution substations there are nine 12.47/7.2 kV distribution feeders. These nine distribution feeders leaving the substations are generally constructed with 4/0 aluminum ACSR overhead conductor or 1100 MCM aluminum (Al) underground cable. The feeders built with 1100 MCM Al underground cable are classified as 600-amp circuits based on the limiting ratings of the other equipment in the system (e.g., reclosers, switchgear, elbows, bushings, connectors, etc.) The feeders built with 4/0 Al ACSR overhead conductor are rated at 340 amps and operated normally limited to 200 amps.

2.4 CURRENT LEVEL OF SERVICE

The current level of service is the system loading design criteria that Hyrum City Power & Light has historically used in designing, operating, and expanding the power system. The criteria followed is to limit loading to the base rating on substation transformers and to 80 percent of the rated capacity on main line feeder conductors. This ensures that there is sufficient reserve capacity built into the system to maintain service during the loss of a substation transformer or feeder while in the peak load season.

The system voltage design criteria of Hyrum City Power & Light are to maintain voltage within a range of +/- 5% nominal voltage in normal operation, and within a range of -10% to +5% during short-term emergency operation. Table 2 lists these loading and voltage design criteria.

K \ UX P # F W \ # IOHF WUIF DO#G HSDUWP HQ W#
IP SD F W#HH#DQ DO\ VIV#

SD J H#:#

Table 2-System Design Criteria

Element	Normal System	During Short-term Emergency ("N-1" Contingency)
Substation transformer loading	5 MVA on 800 East Sub 5 MVA on Center St. Sub 10 MVA on Hammer Sub	6.25 MVA on 800 East Sub 6.25 MVA on Center St. Sub 12.5 MVA on Hammer Sub (Transformer "Emergency" rating is 125% of its base rating)
Main line feeder loading	80% of conductor rating	100% of conductor rating
Main tie or main branch line loading	80% of conductor rating	100% of conductor rating
Voltage	+/- 5%	+ 5% to -10%

2.5 DEMANDS ON CURRENT SYSTEM

The peak load demand on the current system in 2020 was 21.66 MVA. This includes the load of the JBS plant. The Hyrum City distribution load not including the JBS plant was 12.34 MVA. See Table 3 for the details on the 2020 power demand.

Table 3 - Hyrum 2020 Peak Power Demand

July 2020 Peak Demand	MW	Power Factor	MVA	% of Total
Hyrum UAMPS Meter Total	19.912	0.9199	21.646	100%
JBS Meat Packing Plant UAMPS Meter	7.575	0.8778	8.630	39.9%
Hyrum City (without JBS)	12.337	0.9478	13.016	60.1%

Load on the main branch of the Hyrum owned and operated 46 kV transmission line in 2020 is estimated to have been 17.6 MVA (includes JBS load).

K \ UX P # F W \ # IOHF WUIF DO#G HSDUWP HQ W#
IP SD F W # HH#D Q D O \ VIV#

SD J H# #

2.6 DEMANDS WITH GROWTH (LOAD GROWTH FORECAST)

Historic power demand growth rate has averaged about 5% from 2016 to 2020. Power demand growth correlates with and is tied to the population growth rate. The forecast peak load demand on the system from 2021-2030 is shown in Figure 4. The orange line includes Hyrum City distribution load with the JBS plant load with a 3% growth rate per year applied. The blue line shows the Hyrum City distribution load only, with a 4.6% growth rate per year applied to it. The Hyrum City distribution peak load demand in 2030 is projected to be 20.6 MVA.

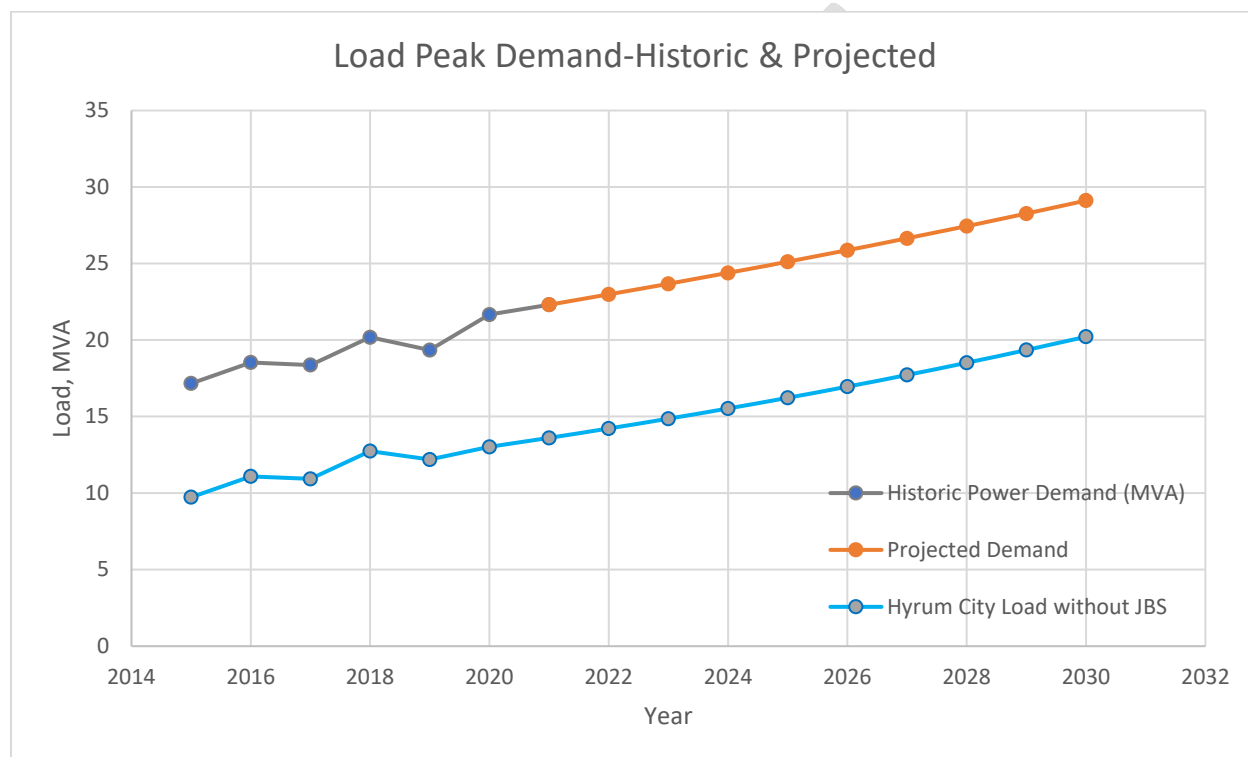


Figure 4- Power Demand

2.7 SPATIAL LOAD FORECAST

In order to plan the capital expansion of the Hyrum City power system, a spatial load forecast was performed. Spatial load forecast was performed using the growth areas provided in Figure 3 to obtain a prediction of future electric demand in those specific areas. The Figure 3 map of Hyrum City shows where and what types of future development is anticipated. From this information the 2021-2030 spatial load forecast was developed showing the projected power demand at build-out of these areas. The total Hyrum City power demand projected at build-out is approximately 20.6 MVA² as shown in Table 4.

² Does not include JBS substation/plant load

K \ UX P # F W \ # IOHF WUIF DO#G HSDUWP HQ W#
IP SD F W#HH#Q DO \ VIV#

SD J H# #

Table 4-Spatial Load Forecast

Hyrum City Zoning Category	Approx. Total Acres	Factor of Usable Acreage (Accounts for roads, parks, open space, etc.)	Number of Units per Acre	Demand per Customer (kW)	Spatial Forecast Demand (kW)
R-2 (Residential Multi Family)	725	0.4	4	5	5,800
M-2 (Manufacturing-Med. To Heavy)	250	0.625	0.36 (2.75 acres per unit)	25	1,400
Totals	975				7,200

Future Load (kW) (kVA @ 0.95 P.F.)	7,200 kW 7,579 kVA	From above Spatial Forecast
Hyrum City 2020 Peak Load (kVA)	<u>13,016 kVA</u>	(Without JBS)
Total (kVA)	20,595 kVA	Projected for 2030

2.8 PROJECTS FOR IFFP—REQUIRED CAPACITY ADDITIONS

The projects below are included in the IFFP to meet the demand of future growth. They are also listed with the project's probable costs in Table 5.

2.8.1 46 kV TRANSMISSION PROJECT

When the Dairy substation is built (10 MVA capacity initially) it will have about 5 MVA of new load on it. The Dairy substation and its load will be served by the main transmission branch. The year that the Dairy substation load is added the main branch transmission line is projected to be loaded over its normal rating.

Even if the Dairy substation load is not added, in the "N-1" contingency loss of Hammer substation the entire Hyrum load is on the transmission line. The projected load in 2022 that the main branch transmission line would carry in this "N-1" is 23.1 MVA which exceeds the 23 MVA normal rating.

When the new Dairy substation is built and loaded, but no later than 2022, the 46 kV transmission line to the substations at 800 East, Center Street, and JBS substations and the new Dairy substation needs to be rebuilt with conductor that adds at least 9 MVA additional capacity--such as 397.5 ACSR conductor (rated 44 MVA) or greater.

K \ UX P # F W \ # IOHF WUIF DO#G HSDUWP HQ W#
IP SD F W#HH#Q DO\ VIV#

SDJH#3#

2.8.2 SUBSTATION TRANSFORMERS

Hyrum City substation transformer total existing base capacity is 20 MVA which is sufficient for 2021 projected load of about 13.6 MVA. However, the 2020 load on Center Street substation appears to be about 5.7 MVA which is over its base rating capacity of 5 MVA. Load transfer could be used to address this existing loading issue. This is an existing system issue the resolution of which is not included as an IFFP project.

Prior to building Dairy Sub the worst-case emergency (“N-1”) contingency is the loss of the Hammer sub transformer (10 MVA capacity). In this “N-1” contingency there is emergency capacity of 12.5 MVA on the two remaining subs which is not enough capacity for the 13.6 MVA projected load in 2021. As development driven load continues to increase beyond this, another substation transformer or upgraded substation transformer is needed to serve the load. Either adding the Dairy substation or upgrading the Center St. substation transformer could fix this deficiency. The resolution of this issue is included in IFFP projects.

When the Dairy substation is built (10 MVA capacity initially) then the worst case emergency (“N-1”) contingency would be the loss of the Dairy substation transformer (10 or 25 MVA)—there is emergency capacity of 25 MVA on the three remaining substations, which is enough capacity for the projected load until 2029. Another substation transformer or upgraded substation transformer is needed in 2029 to meet and serve the projected 2029 load under the worst-case emergency (“N-1”) contingency. The resolution of this issue is included as an IFFP project.

2.8.3 DISTRIBUTION SYSTEM

In order to serve the projected new load one feeder with at least 360 amp capacity (477 ACSR overhead or 1100 MCM aluminum (Al) underground needs to be built, and another feeder of the same size is needed to back it up in the “N-1” contingency situation. Since the forecasted load is projected to be connected in two separate geographical areas, the southeast and northwest areas of the city, new feeders will be need in each area.

A total of two new feeders are considered necessary to maintain the level of service to Hyrum City Power & Light customers. One new feeder would be built into the northwest area and one new feeder would be built into the southeast area. This would likely satisfy the capacity requirements of new load in these areas. The new feeder built in the southeast area would likely be built from the Hammer substation into the areas that are being developed. The new Dairy substation or existing Center Street substation would be the source for the new feeder that would be built into the northwest area where it would be developed.

2.9 COST OF IFFP PROJECTS REQUIRED

The opinion of the probable costs of the capacity additions required and discussed in Section 2.8 are show in Table 5 and discussed in this section. Costs shown are 2020-dollar probable costs.

Table 5-IFFP Projects

Project	Added Capacity	Year	Opinion of Probable Cost
Build Dairy Substation	25 MVA (10 MVA initially, 25 MVA ultimate)	2021	\$3,000,000
Center St. Substation Transformer Upgrade	5 MVA (10 MVA transformer replaces 5 MVA)	2021-2029	\$800,000
Two New Feeders	15 MVA	2021-2026 (dependent on growth)	\$575,000
46 kV Transmission Upgrade	21 MVA (44 MVA line replaces 23 MVA line)	2022 (or earlier when Dairy Sub is added)	\$1,695,500
Capacity Added³ (MVA)	30 MVA	TOTAL Cost	\$6,070,500

2.9.1 SUBSTATION TRANSFORMER COST

The probable cost of the Dairy substation with a 25 MVA transformer is likely about \$3,000,000. A transformer upgrade at Center St. substation to a 10 MVA transformer is an option in 2021, or required in 2029, and is likely about \$800,000. These substation transformers are what are counted in the "Capacity Added" total in Table 5 since they represent the increase of the capacity of the system. The transmission upgrade and two new feeders are means to feed and utilize, respectively, the new transformer capacity.

2.9.2 FEEDER COST

Standard feeders are underground 1100 MCM aluminum (Al) feeders with a feeder breaker at the substation. The opinion of cost of a feeder is approximately \$50,000 for the feeder breaker and \$287,500 for an underground feeder that extends approximately one mile from the

³ The 46 kV transmission upgrade is required for the capacity of the Dairy substation so it is not included in the total of the capacity added. Also, the two new feeders do not increase the system capacity but are needed to utilize it, so they are not included in the total of the capacity added.

K \ UX P # F W \ # IOHF WUIF DO#G HSDUWP HQ W#
 IP SD F W # HH# Q DO \ VIV#

SDJH#5#

substation. One feeder from Hammer substation and one feeder from the Dairy substation are included in Table 5.

2.9.3 46 KV TRANSMISSION COST

The cost of the 46 kV transmission upgrade is based on 46 kV transmission line costing about \$500,000 per mile. The length of the 46 kV transmission line to be built--upgraded to higher capacity--is 3.39 miles. The opinion of probable cost on this project is \$1,695,500.

K \ UX P # F W \ # IOHF WUIF DO#G HSDUWP HQ W#
IP SD F W#HH#Q DO\ VIV#

SDJH#6#

2.10 CERTIFICATION OF THE IFFP

I certify that the attached Impact Fee Facilities Plan:

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for facilities, through impact fees, above the level of service that is supported by existing residents;
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;
3. complies in each and every relevant respect with the Impact Fees Act.

CERTIFIED BY:

Signature: _____

Name: _____

Title: _____

Date: _____

3 IMPACT FEE ANALYSIS (IFA)

3.1 GENERAL

Impact fees are one-time charges imposed on new development activity as a condition of development approval to mitigate the costs associated with necessary capital improvements to the public infrastructure, in this case the electric system. Utah has put in place Title 11, Chapter 36a (the “Impact Fee Act”). The “Impact Fee Act” imposes requirements regulating impact fees which apply to municipally owned electric utilities.

To implement impact fees as defined by the Impact Fee Act, “local political subdivisions” must conduct an analysis with the following elements:

- Identification of the impact on or consumption of any existing capacity of a public facility by the anticipated development activity;

- Identification of the anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service;

- Demonstration of how those impacts on system improvements are reasonably related to the development activity;

- Estimation of the proportionate share of the costs for existing capacity that will be recouped and the costs of impacts on system improvements; and

- Explanation of how the impact fee was calculated.

Electric impact fees in Hyrum City are calculated using incremental costs, which is one of several methods for calculating impact fees. This method determines what new developments pay for improvements or a portion of the improvements needed to serve them. This is a “capacity-based” fee structure. In this way existing customers are not burdened by the new growth.

This Impact Fee Analysis involves three basic steps or sub-analyses: (1) determining an Impact Fee rate that applies a cost per each kVA of new power demand from development; (2) determining the kVA power demand for the typical customer types and service levels; and (3) calculating the proposed Impact Fee

3.1.1 IMPACT FEE RATE CALCULATION

As in shown Table 5 the total cost of new development-related projects in the IFFP is \$6,070,500. The Impact Fee rate analysis is shown in Table 6.

As shown in Table 6 the estimated cost/kVA of new system capacity, including transmission and substation capacity, and distribution feeders, is \$202.35/kVA at present day pricing and

K \ UX P # F W \ # IOHF WUIF DO#G HSDUWP HQ W#
IP SD F W#HH#Q DO\ VIV#

SDJH#8#

\$252.71/ kVA for projected 2029 pricing⁴, assuming no interest is earned on the collected fees. However, if the current rate of 0.5% interest earnings⁵ on invested funds can be maintained, the impact fee rate can be reduced to \$240.39/kVA.

Table 6-Impact Fee Rate Calculation

Row Item	Value	Notes
(1) Total Cost of IFFP Projects	\$6,070,500	2020-dollar costs of new development-related projects shown in Table 5
(2) Added kVA	30,000 kVA	25,000 kVA New Dairy Sub + 5,000 kVA transformer upgrade at Center St. Sub
(3) Cost per kVA	\$202.35 per kVA	$(\text{Row 1}) \div (\text{Row 2}) = \frac{\$}{\text{kVA}}$
(4) 2029 Escalated Total Cost of Projects	\$7,581,223	Assumed construction cost escalation rate of 2.5% per year. $(\text{Row 1}) \times (1.025)^9$
(5) 2029 Escalated Cost per kVA	\$252.71 per kVA	$(\text{Row 4}) \div (\text{Row 2}) = \frac{\$}{\text{kVA}}$
(6) Present Value of 2029 Escalated Total Cost of Projects	\$7,211,707	Assumed interest earnings rate of 0.5% per year compounded quarterly, Impact fees collected evenly over 10 years
(7) Cost per kVA considering earned interest	\$240.39	$(\text{Row 6}) \div (\text{Row 2}) = \frac{\$}{\text{kVA}}$
Impact Fee Rate	\$240.39	

Hyrum City states that there is no cost of debt service since there are no bonds for electrical capital projects, and there are no offsets to project costs with grants or other alternate sources of payment. Therefore, the impact fees recommended for Hyrum City will be based on the rate of \$240.39 per kVA of power demand added to the system.

⁴ Calculated based on assumed construction cost escalation rate of 2.5%

⁵ The 0.5% rate of return is the present rate of return available to the City for these funds.

K \ UX P # F W \ # IOHF WUIF DO#G HSDUWP HQ W#
IP SD F W#HH#D Q DO\ VIV#

SDJ H#9#

3.1.2 POWER DEMAND AND IMPACT FEE CALCULATION

The methods used to determine the estimated power demand--kW impact--on the power system of residential customers and commercial customers are different as shown in the following sections. The power demand calculations shown in sections 3.1.2.1 and 3.1.2.3 are used in calculating the Impact Fee in sections 3.1.2.2 and 3.1.2.4. A summary of recommended Impact Fee charges for the Residential and Commercial customer classes is provided in Table 7 and in Table 8.

3.1.2.1 RESIDENTIAL POWER DEMAND

The estimated power demand--kW impact--of residential customers is based on typical usage rather than on electric panel size. There are two residential service levels recognized by Hyrum City Power & Light—200-amp service and 400-amp service. Typical historic power demand seen in the experience of Hyrum City Power & Light has been about 5 kW on average for a 200-amp residential service and about 10 kW on average on a 400-amp residential service. Power factor on residential services is typically about 95%.

3.1.2.2 RESIDENTIAL IMPACT FEE CALCULATION

Recommended residential Impact Fee is calculated based on Equation 1:

Equation 1

Single Phase Residential Calculation

$$\frac{\text{Typical Residential Demand (kW)}}{\text{Power Factor}} \times \text{Impact Fee Rate}(\$/\text{kVA}) = \text{Incurred Fee}$$

Example 200A 120/240V Single Phase Residential Service

$$\text{For 200A Residential Service: } \frac{5\text{kW}}{0.95} \times \$240.39/\text{kVA} = \$1,265$$

Table 7 shows the recommended Impact Fee charge for the two residential service levels.

Table 7. RESIDENTIAL IMPACT FEES

Residential Service Level	Typical Power Demand (kW Impact)	Power Factor	Est. kVA Impact	Recommended Impact Fee
200 Amp	5	95.0%	5.3	\$1,265
400 Amp	10	95.0%	10.5	\$2,530

K \ UX P # F W \ # IOHF WUIF DO#G HSDUWP HQ W#
IP SD F W # HH#D Q DO \ VIV#

SDJH#: #

3.1.2.3 COMMERCIAL POWER DEMAND

Commercial customers should be assessed an impact fee amount that is based on their estimated load placing power demand on the system. The estimated power demand for commercial customer classes have been calculated using the service panel size, voltage, and panel utilization. Typical panel utilization seen in the experience of Hyrum City Power & Light has been about 40% on average. Table A in the Appendix shows the estimated power demand (column 2) for commercial customers with various typical service panel sizes (column 1).

3.1.2.4 COMMERCIAL IMPACT FEE CALCULATIONS

The calculation of the Impact Fee charges for commercial customer classes are based on the following Equation 2 and Equation 3:

Equation 2

Single Phase Calculation

$$\frac{\text{Main Panel Size} \times \text{Line to Line Voltage} \times \text{Panel Utilization}}{1000} \times \text{Impact Fee Rate} = \text{Incurred Fee}$$

Example 200A 120/240V Single Phase Service

$$\text{For 200A Single Phase Service: } \frac{200A \times 240V \times 0.4}{1000} \times \$240.39/kVA = \$4,615$$

Equation 3

3 Phase Calculation

$$\sqrt{3} \times \frac{\text{Main Panel Size} \times \text{Line to Line Voltage} \times \text{Panel Utilization}}{1000} \times \text{Impact Fee Rate} = \text{Incurred Fee}$$

Example 600A 120/208V Three Phase Service

$$600A \text{ Three Phase Service: } \sqrt{3} \times \frac{600A \times 208V \times 0.4}{1000} \times \$240.39/kVA = \$20,785$$

A selected sample of recommended Impact Fee charges for commercial class customers is shown in Table 8. A complete table of recommended Impact Fee charges for commercial class customers is included in Table A in the Appendix.

K \ UX P # F W \ # IOHF WU IF DO # G HSD UWP HQ W #
 IP SD F W # H H # Q D O \ V I V #

SDJ H # ; #

Table 8. SELECTED COMMERCIAL IMPACT FEES

Type of Commercial Service	Typical Power Demand (kW Impact)	Power Factor	Est. kVA Impact	Recommended Impact Fee
Single Phase 120/240 V 200 Amp Panel	17.3	90.0%	19.2	\$4,615
Three Phase 120/208 V 200 Amp Panel	25.9	90.0%	28.8	\$6,928
Three Phase 277/480 V 200 Amp Panel	59.9	90.0%	66.5	\$15,989

K \ UX P # F W \ # IOHF WUIF DO#G HSDUWP HQ W#
IP SD F W # HH# Q DO \ VIV#

SDJH#<#

3.2 CERTIFICATION OF THE IFA

I certify that the attached Impact Fee Analysis:

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for facilities, through impact fees, above the level of service that is supported by existing residents;
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement; and
3. offsets costs with grants or other alternate sources of payment; and
4. complies in each and every relevant respect with the Impact Fees Act.

CERTIFIED BY:

CERTIFIED BY:

Signature: _____

Name: _____

Title: _____

Date: _____

K \ UX P # F W \ # IOHF WUIF DO#G HSDUWP HQ W#
IP SDFW#HH#SSHQ G L #

#

HYRUM CITY Power Department

APPENDIX

IMPACT FEE ANALYSIS SUPPORTING DOCUMENTATION

DRAFT

K \ UX P # F W \ # IOHF WUIF DO#G HSDUWP HQ W#
 IP SD F W#HH#DSSHQ G L #

#

Table A--Commercial Customer Power Demand and Recommended Impact Fee

COMMERCIAL IMPACT FEES -- Panel Utilization assumed 40%					
	Est. Power Demand (kW Impact)	Power Factor		Est. kVA Impact	Recommended Impact Fee
Single Phase 120/240 V 200 Amp Panel	17.3	0.90		19.2	\$4,615
Single Phase 120/240 V 400 Amp Panel	34.6	0.90		38.4	\$9,231
Three Phase 120/208 V 200 Amp Panel	25.9	0.90		28.8	\$6,928
Three Phase 120/208 V 400 Amp Panel	51.9	0.90		57.6	\$13,857
Three Phase 120/208 V 600 Amp Panel	77.8	0.90		86.5	\$20,785
Three Phase 120/208 V 800 Amp Panel	103.8	0.90		115.3	\$27,713
Three Phase 120/208 V 1200 Amp Panel	155.6	0.90		172.9	\$41,570
Three Phase 120/208 V 1600 Amp Panel	207.5	0.90		230.6	\$55,427
Three Phase 277/480 V 200 Amp Panel	59.9	0.90		66.5	\$15,989
Three Phase 277/480 V 400 Amp Panel	119.7	0.90		133.0	\$31,977
Three Phase 277/480 V 600 Amp Panel	179.6	0.90		199.5	\$47,966
Three Phase 277/480 V 800 Amp Panel	239.4	0.90		266.0	\$63,954
Three Phase 277/480 V 1200 Amp Panel	359.2	0.90		399.1	\$95,931
Three Phase 277/480 V 1600 Amp Service	478.9	0.90		532.1	\$127,908
Three Phase 277/480 V 2000 Amp Service	598.6	0.90		665.1	\$159,885
Three Phase 277/480 V 2500 Amp Service	748.2	0.90		831.4	\$199,857
Three Phase 277/480 V 3000 Amp Service	897.9	0.90		997.7	\$239,828