



CITY COUNCIL MEETING

Thursday, August 01, 2024 at 6:30 PM
Council Chambers, 60 West Main, Hyrum, Utah

AGENDA

Public notice is hereby given of a Hyrum City Council Meeting to be held in the Council Chambers, 60 West Main, Hyrum, Utah at 6:30 PM, August 01, 2024. The proposed agenda is as follows:

1. **ROLL CALL**
2. **CALL TO ORDER**
3. **WELCOME**
4. **PLEDGE OF ALLEGIANCE**
5. **INVOCATION**
6. **APPROVAL OF MINUTES**
7. **AGENDA ADOPTION**
8. **PUBLIC COMMENT**
9. **SCHEDULED DELEGATIONS**
 - A. **Jamie Garner** - To request a reduced rental rate for dances at the Elite Hall.
10. **INTRODUCTION AND APPROVAL OF RESOLUTIONS AND ORDINANCES**
 - A. [Resolution 24-27 - A resolution increasing the Emergency Medical Services \(EMS\) monthly fee 3% July 1 of each year as per agreement between Hyrum City and Cache County Fire District for Cache County Fire District to provide fire suppression, ambulance service, and firefighter/AEMT employment.](#)
 - B. [Resolution 24-28 - A resolution setting sewer service rates.](#)
 - C. [Resolution 24-29 - A resolution declaring certain Hyrum City equipment \(Metal Eight Storage Bay Garage\) as surplus and ordering the sale or disposal thereof.](#)
11. **OTHER BUSINESS**
 - A. [Consideration and approval of UAMPS Power Exchange Member Risk Management Policy.](#)
 - B. Mayor and City Council reports.
12. **ADJOURNMENT**

Stephanie Fricke
City Recorder

Council Members may participate in the meeting via telephonic communication. If a Council Member does participate via telephonic communication, the Council Member will be on speakerphone. The speakerphone will be amplified so that the other Council Members and all other persons present in the Council Chambers will be able to hear all discussions. 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 **29th day of July, 2024**. Stephanie Fricke, MMC, City Recorder.

RESOLUTION 24-27

A RESOLUTION INCREASING THE EMERGENCY MEDICAL SERVICES (EMS) MONTHLY FEE 3% JULY 1 OF EACH YEAR AS PER AGREEMENT BETWEEN HYRUM CITY AND CACHE COUNTY FIRE DISTRICT FOR CACHE COUNTY FIRE DISTRICT TO PROVIDE FIRE SUPPRESSIONS, AMBULANCE SERVICE, AND FIREFIGHTER/AEMT EMPLOYMENT .

WHEREAS, on October 15, 2020 Hyrum City entered into an agreement with Cache County for Emergency Medical Services (EMS) and was renewed August 3, 2023; and

WHEREAS, Resolution 20-16 provided for the imposition of an emergency medical services (EMS) monthly fee with a 3% rate increase each July 1 through 2023; and

WHEREAS, according to the renewed agreement dated August 3, 2023 on July 1, 2024 Cache County charges Hyrum City \$16.39 fee per capita, per year with an increase of 3% per year; and

WHEREAS, Resolution 20-16 imposed an automatic 3% increase per year through June 30, 2023 to the monthly fee of \$4.00 per month per residential household, a monthly fee of \$4.00 per month per business with the exception of two businesses which have an extreme call rates JBS was charged \$228 per month; and Blacksmith Fork Assisted Living Center was charged \$492 per month with an automatic rate increase of 3% a year for all businesses; and

WHEREAS, Cache County Fire District is continuing to increase the EMS fees by 3% annually as stated in the agreement for fire suppression, ambulance service and firefighter/AEMT employment between Cache County Fire District and Hyrum City dated August 3, 2023; and

WHEREAS, Cache County is still providing Hyrum City businesses and residents ground transport ambulance services and maintains the ambulance license from the Utah Bureau of Emergency Medical Services and Preparedness; and

WHEREAS, Hyrum City continues to maintain and operate its fire department and first responder unit and ensures such personnel maintain licensure; and

WHEREAS, the agreement includes Cache County hiring two qualified full time fire fighters/AEMTs to staff the Hyrum fire

station upon the condition that Hyrum City pay Cache County Fire District the wages and benefits for both employees; and

WHEREAS, Hyrum City Staff is recommending increasing the EMS monthly fees for all customers by 3% to continue to cover the costs for fire suppression, ambulance service, and firefighter/AEMT employment by Cache County; and

WHEREAS, after careful consideration and review of the financial requirement of providing EMS Services the Hyrum City Council has determined it both necessary and proper to charge and additional 3% per year for EMS services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Hyrum City, Cache County, State of Utah, hereby imposes the EMS fee as follows:

Residential Rate Per Household	\$4.37 per month
Business Rate Per Business	\$4.37 per month
JBS USA	\$285.17 per month
Blacksmith Assisted Living Center	\$523.53 per month

BE IT FURTHER RESOLVED that all EMS Rates will automatically be increased July 1 of each year by 3% as per the agreement with Cache County Fire District.

BE IT FURTHER RESOLVED that if the agreement between Cache County Fire District either increases or decreases its annual rate adjustment of 3% a year the rate 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 on August 1, 2024.

ADOPTED AND PASSED by the Hyrum City Council this 1st day of August, 2024.

HYRUM CITY

BY: _____
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

**AGREEMENT FOR FIRE SUPPRESSION, AMBULANCE SERVICE AND
FIREFIGHTER/AEMT EMPLOYEMENT BETWEEN CACHE COUNTY FIRE
DISTRICT AND HYRUM CITY**

This AGREEMENT is made and entered into this 3rd day of August 2023, by and between the CACHE COUNTY FIRE DISTRICT (the "FIRE DISTRICT"), a duly created fire protection district within CACHE COUNTY (the "COUNTY"), and HYRUM CITY (the "CITY"), a body corporate and politic of the State of Utah which operates a municipal fire department within the COUNTY. The FIRE DISTRICT and the CITY may be each be referred to individually herein as a Party and collectively herein at the Parties.

This AGREEMENT is made and entered into by and between the parties based upon the following:

- A. The COUNTY has created a fire protection district pursuant to Utah Code Annotated section 17B-1-102(2) to provide fire protection and other emergency services in Cache County, agreement 91-3-13. The FIRE DISTRICT includes all areas within the COUNTY, with the exception of the incorporated areas of Logan City, and is divided into 12 zones.
- B. The FIRE DISTRICT is desirous of ensuring fire suppression and other emergency services in all areas of the COUNTY and is responsible under Utah law to provide for the above mentioned services in the unincorporated portions of the COUNTY.
- C. The FIRE DISTRICT possesses a ground transport ambulance license for emergency medical ground ambulance service (EMS) from the Utah Bureau of Emergency Medical Services and Preparedness and is responsible to provide EMS in all areas of the county designated by the EMS license.
- D. The CITY maintains and operates a municipal fire department and a first responder medical unit that provides First Responder EMS services at their designated licensure level in the incorporated limits of the CITY.
- E. The CITY is desirous of ensuring Fire and ambulance service in the incorporated areas of the CITY.
- F. This agreement for fire protection and other emergency services is deemed to be in the best interest and for the general welfare of the CITY, the FIRE DISTRICT, and the COUNTY.
- G. This agreement is made pursuant to Utah Code Annotated section 11-7-1 et. seq.

NOW THEREFORE, based upon the mutual consideration and mutual conditions contained herein, the parties hereto do hereby agree as follows:

- 1. The FIRE DISTRICT agrees to:
 - a. Provide to the CITY fire apparatus as the FIRE DISTRICT budget allows; and

- b. Provide insurance for any FIRE DISTRICT provided or FEPP provided apparatus; and
- c. Pay the CITY for wildland fire response to private unincorporated areas indicated in the wildland response map attached hereto as Attachment B at the Forestry, Fire and State Lands MOU rate; and,
- d. Allow deployment of FIRE DISTRICT apparatus out of the county on wildland fires with a 50% share of net earnings returned to the FIRE DISTRICT after all personnel, per diem, hotel, maintenance, fuel and other direct costs are deducted; and,
- e. Provide basic and advanced fire, hazardous materials, wildland fire, and other fire related training to CITY fire personnel; and
- f. Provide PPE laundry service to the CITY when requested; and
- g. Provide annual OSHA 1910.120 fit testing when requested; and
- h. Provide annual Emergency Vehicle Operations training; and
- i. Provide Hazardous Emergency Response assistance when requested; provided, however, that the CITY shall be responsible for the cost of hazardous materials mitigation within the CITY.
- j. Provide ground ambulance response and transport of the sick and injured at the license level approved to the FIRE DISTRICT by the Utah Bureau of EMS and Preparation to the CITY; and
- k. Replace CITY purchased medical supplies used at each incident; and
- l. Fund and coordinate Medical Control services to the CITY First Responder unit; and
- m. Provide EMT and other emergency related training to CITY First Responder personnel except that CITY shall pay EMT testing fees; and
- n. Hire and employ two qualified full-time Firefighter/AEMT's to staff the Hyrum fire station.
 - i. The interview committee will include the following: Cache County Fire Chief, Hyrum Fire Chief, representative from Cache County Human Resource office, representative from the Hyrum Human Resource Office
 - ii. Selection of the successful candidate shall be mutually agreed upon.
 - iii. The successful candidates must be certified through the Utah Fire Certification system as Firefighter 1 and Hazmat Operations upon hiring.

They must be certified as an Advanced Emergency Medical Technician within 12 months of their hire date.

- iv. The employees will follow the COUNTY's employee policies and guidelines including all benefits, payroll, and training requirements. Disciplinary issues shall be resolved jointly through the COUNTY and the CITY human resource offices and the two fire chiefs.
- v. The employees will follow the Cache County Fire District and Hyrum Fire Department's standard operating guides/standard operating procedures.
- vi. The employees will work a regular schedule of 40 hours per week with weekends and COUNTY observed holidays off. Their primary work location will be in the Hyrum Fire station.
- vii. Except for their regular work period, the full-time employees will be considered members of the Hyrum Fire Department and the CITY shall consider them as CITY employees for emergency response, training, and drills.
- viii. The employees will respond to the Cache County fire station to staff additional ambulances as needed during their regular work period.

2. The CITY agrees to:

- a. Provide structural and wildland fire suppression, rescue, extrication, hazardous materials, and other hazard emergency services as their ability, training, staffing, and equipment will allow within the unincorporated areas of Zone 8, which is defined in Attachment A hereto; provided, however, that the CITY will, at a minimum, meet the National Fire Protection Association 1720 Standard to have a minimum staff of 6 personnel on scene within 14 minutes of notification of a fire 80% of the time through department staffing and/or through automatic and mutual aid; and,
- b. Provide and pay for service and maintenance of any COUNTY provided apparatus or equipment, including without limitation by performing annual safety and equipment inspections and by providing a heated building for the storage of any COUNTY provided apparatus; and,
- c. Ensure that all of the CITY's responding personnel are Utah Firefighter I and Wildland Firefighter 1 certified and respond with proper personal protective equipment, undergo annual SCBA fit testing meeting OSHA 1910.120 standards, and attend bi-annual Emergency Vehicle Operation training provided by the FIRE DISTRICT; and,
- d. Ensure that all of the City's firefighters who drive COUNTY vehicles are a minimum of 21 years of age and follow COUNTY vehicle operation policies when operating COUNTY and FEPP emergency vehicles.

- e. Provide daily supervision of the full-time County employees staffing the Hyrum fire station in consultation with the Cache County Fire Chief.
- f. Provide a safe and clean work environment consistent with fire and EMS employment conditions.
- g. Provide all personal protective equipment for the full-time County employees staffing the Hyrum fire station for fire and EMS response as needed.
- h. Allow the employees to respond to the Cache County fire station to staff additional ambulances as needed.

3. CALCULATION OF PAYMENT FOR SERVICES PROVIDED BY THE PARTIES

Payment for services shall be calculated as follows:

- a. **AMBULANCE SERVICE:** The CITY shall pay the FIRE DISTRICT semi-annually \$7.96 dollars per capita for a total of \$15.92 dollars per capita annually with an increase of 3% per year beginning July of 2024 based on current U.S. Census estimates for persons living in the incorporated area of the CITY for ambulance service.
- b. **FULL TIME FIREFIGHTERS:** The CITY shall pay the FIRE DISTRICT on a semi-annual basis, the cost of wages and benefits for the employee's time less any time spent staffing the FIRE DISTRICT's fire station or while on wildland deployments for the CITY.
- c. **FIRE SERVICE:** The FIRE DISTRICT shall pay the CITY annually an amount equal to the number of persons living in the unincorporated areas of Zone 8 multiplied by the CITY'S fire department budget per capita rate.
 - i. The CITY's fire department per capita rate is calculated based on the CITY Fire Department's prior year budget exclusive of capital budget, and revenue from grants, wildland deployments, this and other contracts for fire service.
 - ii. The population of the unincorporated areas served by the CITY is calculated by multiplying the number of unincorporated residential units in the CITY's Zone (8) by 3.2. The COUNTY will provide the CITY the number of residential units in Zone 8.

4. INCIDENT COMMAND:

- a. Both parties agree to operate all incidents under the National Incident Management System.

- b. The CITY Fire Department members shall assume or be assigned Incident Command at all emergencies within the Zone except for wildfires that exceed initial attack capabilities or become delegated to the State. FIRE DISTRICT personnel shall report to the CITY incident commander for assignment.
- c. FIRE DISTRICT personnel shall not assume or be assigned Incident Command except at fires that exceed initial attack capabilities.
- d. FIRE DISTRICT personnel shall assume or be assigned to a Unified Command at wildland fires in the unincorporated county that become delegated to the state and require Utah Forestry, Fire and State Lands or Federal firefighting resources.

5. MUTUAL AND AUTOMATIC AID:


- a. The CITY Fire Department shall have, through this Agreement, mutual and/or automatic aide from any other department or agency which holds a current agreement with the FIRE DISTRICT. In return, the CITY agrees to provide the same service to other departments contracting with the FIRE DISTRICT.
- b. The CITY agrees to respond with only those resources requested by dispatch when responding to automatic/mutual aid calls. Furthermore, the CITY agrees to send only certified firefighters to calls outside of the Zone.

6. CODE ENFORCEMENT:

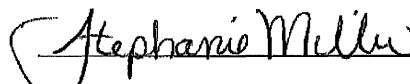
- a. The CITY and the COUNTY shall each be responsible for code enforcement within their own geographic boundaries. The FIRE DISTRICT shall conduct all annual business inspections, plan reviews, zoning inspections and other building and fire code related functions within the unincorporated portion of the Zone.
 - b. The FIRE DISTRICT shall provide cause and origin determination of all fires in the unincorporated portion of the Zone and may be requested to provide cause and origin determination at fires in the CITY by the CITY's Incident Commander. The CITY shall request FIRE DISTRICT investigation personnel through 911 dispatch to respond to fires in any unincorporated portion of the Zone when the FIRE DISTRICT is not a part of the response plan.
 - c. The CITY and the FIRE DISTRICT may issue burn permits within the Zone in accordance with Utah laws, rules, and regulations.
7. This Agreement does not supersede any responsibilities, regulations, and/or requirements imposed by state laws or local ordinances upon the FIRE DISTRICT's Fire Chief or the CITY's Fire Chief as Authority Having Jurisdiction under the Utah State Fire Code.
8. This Agreement supersedes any previous agreement entered into by and between the CITY and the COUNTY/FIRE DISTRICT for fire protection and/or other emergency services.
9. Unless sooner terminated as hereinafter provided, the term of this Agreement shall be for a period of 1 year commencing July 1, 2023. The Agreement shall automatically renew for an additional 1 years on each anniversary date of this Agreement under the same

terms and conditions as set forth herein, unless a Party delivers written notice to the contrary to the other Party at least thirty (30) days prior to the date of expiration.

- 10. This contract may be terminated by either Party because of the other Party's failure to perform any of its obligations under the Agreement by giving written notice of termination to the defaulting Party. Termination of the Agreement will become effective ninety (90) days after such written notice is delivered to the defaulting Party.
- 11. This Agreement and the Parties' performance under this Agreement shall be governed by the laws of the State of Utah.
- 12. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns; provided, however, that this Agreement cannot be assigned, transferred or conveyed by either Party, without the express, written consent of the other Party.
- 13. This Agreement and the Attachments thereto constitute the entire agreement for fire/hazmat response between the COUNTY and the CITY. The Parties acknowledge that there are no other underlying agreements, oral or written, pertaining to the terms of this Agreement.
- 14. The FIRE DISTRICT and the CITY can amend this contract only by a written addendum, duly executed by authorized agents of the parties during the time this Agreement is in force.
- 15. To the fullest extent permitted by law, CITY shall hold harmless, defend at its own expense, and indemnify COUNTY, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of CITY or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from COUNTY's sole negligence or willful acts.

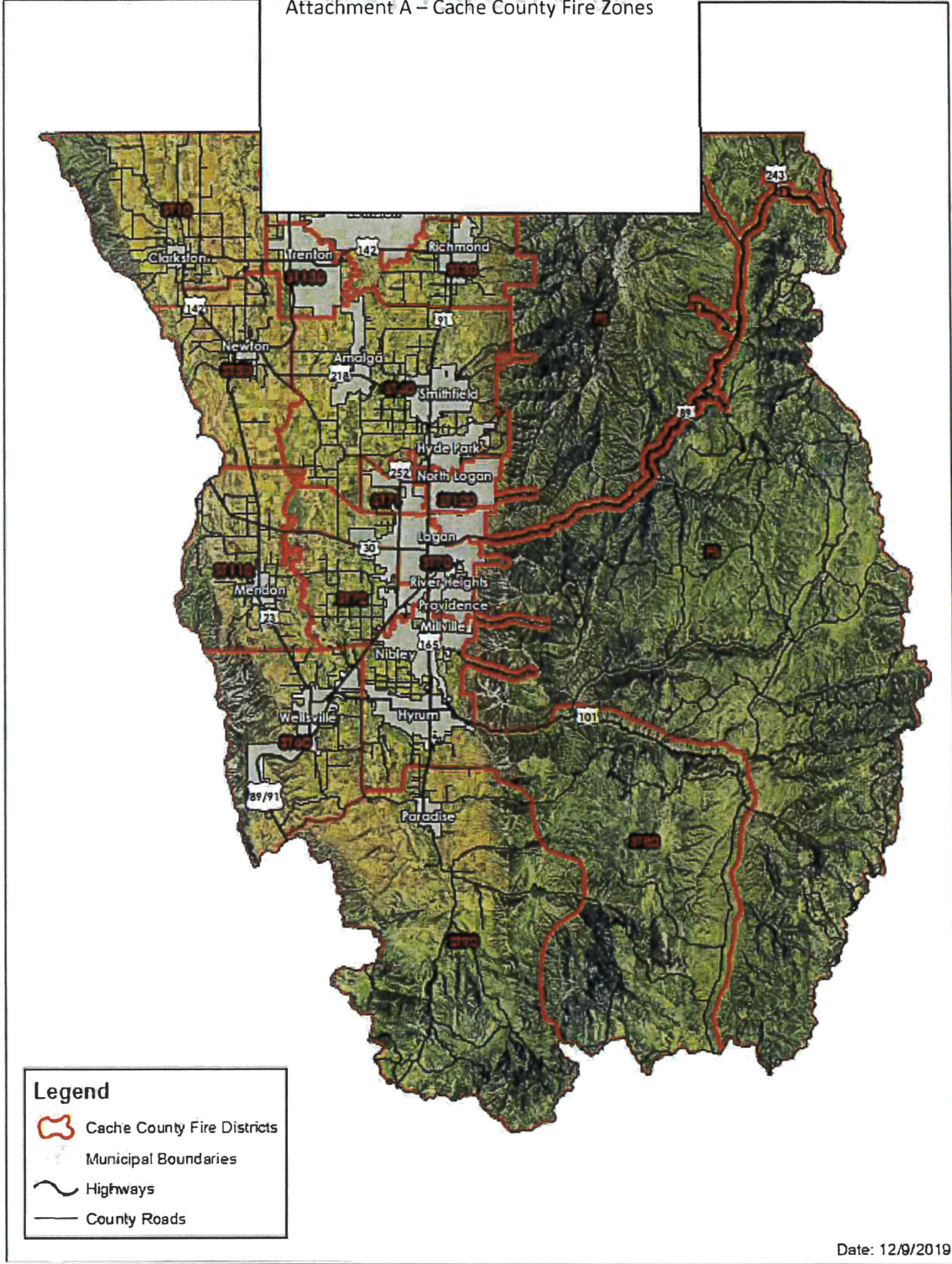
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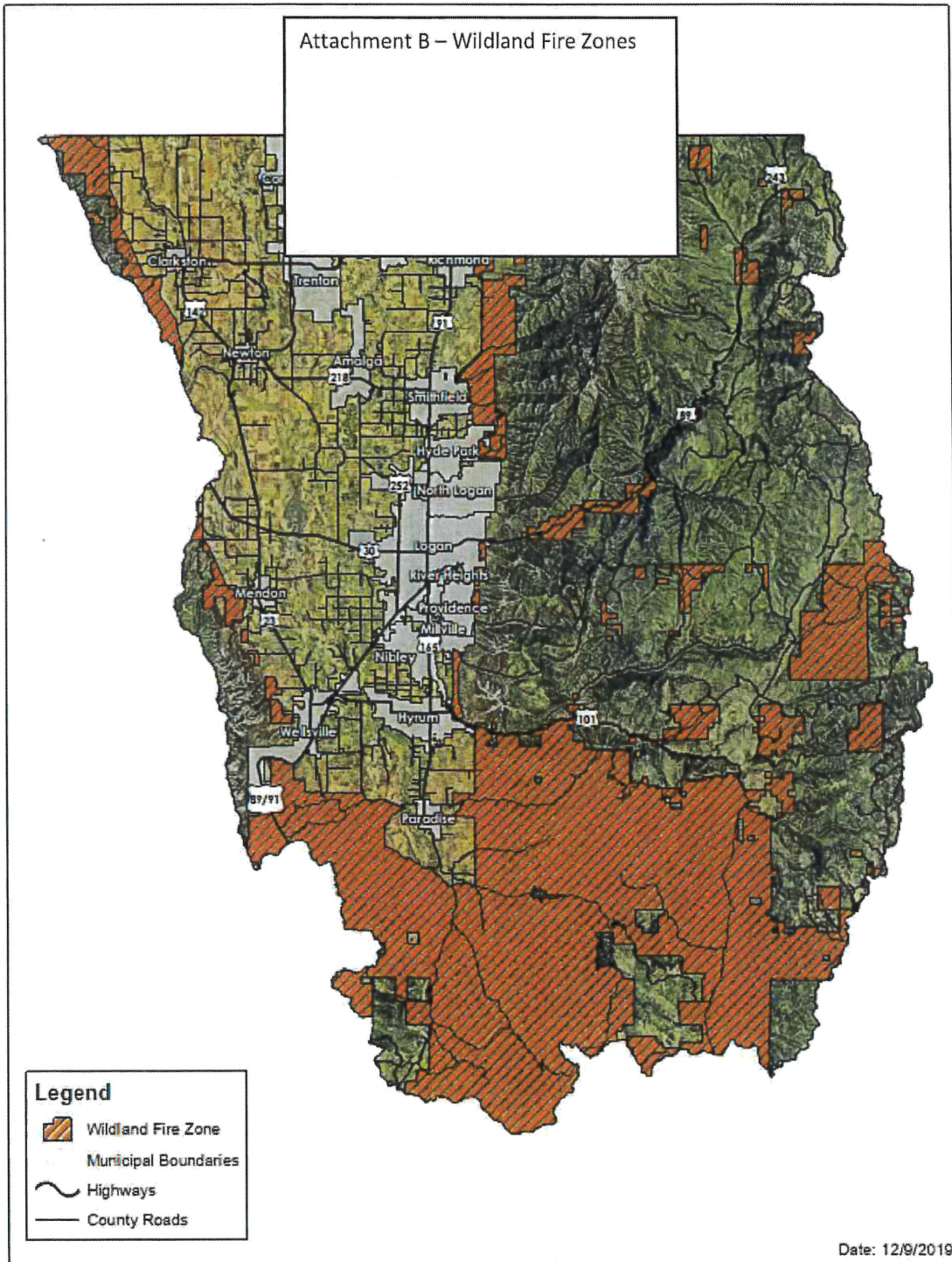
 Date
 David Zook, Executive
 Cache County
 Fire Board Chairman

 8/4/23

 Date
 Stephanie Miller, Mayor
 Hyrum

Attachment A – Cache County Fire Zones





RESOLUTION 24-28

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 December 3, 2020 the Hyrum City Council approved Resolution 20-17 Setting Sewer Service Rates with an annual rate increase through January 1, 2025 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 for 2024 and an automatic increase on January 1, 2025:

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

RESIDENTIAL RATE							
			2021	2022	2023	2024	2025
			\$46.00	\$47.00	\$48.00	\$49.00	\$50.00
MOUNTAIN CREST HIGH SCHOOL							
			2021	2022	2023	2024	2025
			\$1,185.03	\$1,214.66	\$1,245.03	\$1,276.16	\$1,308.06
ASSISTED LIVING CENTERS							
			2021	2022	2023	2024	2025
			\$46.00	\$47.00	\$48.00	\$49.00	\$50.00
Monthly Rate \$49 x Eqv units = Monthly Charge							
Total number of residents & employees divided by 3.2 (3.2 persons per average household) = equivalent residential units.							
FLOW RATES FOR COMMERCIAL/INDUSTRIAL SEWER							
			2021	2022	2023	2024	2025
Begin Tier	End Tier	Gallons in Tier	Total Cost				
0	10,000	10,000	\$ 46.13	\$ 47.28	\$ 48.47	\$ 49.68	\$ 50.92
10,001	70,000	59,999	\$ 101.85	\$ 104.40	\$ 107.01	\$ 109.68	\$ 112.42
70,001	140,000	69,999	\$ 372.33	\$ 381.64	\$ 391.18	\$ 400.96	\$ 410.98
140,001	280,000	139,999	\$ 549.93	\$ 563.68	\$ 577.77	\$ 592.21	\$ 607.02
280,001	420,000	139,999	\$ 936.92	\$ 960.34	\$ 984.35	\$ 1,008.96	\$ 1,034.18
420,001	560,000	139,999	\$ 1,303.54	\$ 1,336.13	\$ 1,369.53	\$ 1,403.77	\$ 1,438.86
560,001	700,000	139,999	\$ 1,833.12	\$ 1,878.95	\$ 1,925.92	\$ 1,974.07	\$ 2,023.42
700,001	840,000	139,999	\$ 2,281.23	\$ 2,338.26	\$ 2,396.72	\$ 2,456.64	\$ 2,518.05
840,001	980,000	139,999	\$ 2,729.31	\$ 2,797.54	\$ 2,867.48	\$ 2,939.17	\$ 3,012.65
980,001	1,120,000	139,999	\$ 3,177.41	\$ 3,256.85	\$ 3,338.27	\$ 3,421.72	\$ 3,507.27
1,120,001	1,260,000	139,999	\$ 3,625.50	\$ 3,716.14	\$ 3,809.04	\$ 3,904.27	\$ 4,001.87
1,260,001	1,400,000	139,999	\$ 4,073.63	\$ 4,175.47	\$ 4,279.86	\$ 4,386.85	\$ 4,496.53
1,400,001	1,540,000	139,999	\$ 4,521.70	\$ 4,634.74	\$ 4,750.61	\$ 4,869.38	\$ 4,991.11
1,540,001	1,680,000	139,999	\$ 4,973.51	\$ 5,097.85	\$ 5,225.29	\$ 5,355.93	\$ 5,489.82
1,680,001	1,820,000	139,999	\$ 5,417.90	\$ 5,553.35	\$ 5,692.18	\$ 5,834.49	\$ 5,980.35
1,820,001	1,960,000	139,999	\$ 5,865.99	\$ 6,012.64	\$ 6,162.96	\$ 6,317.03	\$ 6,474.96
1,960,001	2,100,000	139,999	\$ 6,314.10	\$ 6,471.95	\$ 6,633.75	\$ 6,799.60	\$ 6,969.58
2,100,001	2,240,000	139,999	\$ 6,762.20	\$ 6,931.26	\$ 7,104.54	\$ 7,282.15	\$ 7,464.20
2,240,001	2,380,000	139,999	\$ 7,210.30	\$ 7,390.56	\$ 7,575.32	\$ 7,764.70	\$ 7,958.82
2,380,001	2,520,000	139,999	\$ 7,658.38	\$ 7,849.84	\$ 8,046.09	\$ 8,247.24	\$ 8,453.42
2,520,001	2,660,000	139,999	\$ 8,106.49	\$ 8,309.15	\$ 8,516.88	\$ 8,729.80	\$ 8,948.05
2,660,001	2,800,000	139,999	\$ 8,554.59	\$ 8,768.45	\$ 8,987.67	\$ 9,212.36	\$ 9,442.67
2,800,001	2,940,000	139,999	\$ 9,002.70	\$ 9,227.77	\$ 9,458.46	\$ 9,694.92	\$ 9,937.30
2,940,001	3,080,000	139,999	\$ 9,450.81	\$ 9,687.08	\$ 9,929.26	\$ 10,177.49	\$ 10,431.93
3,080,001	3,220,000	139,999	\$ 9,898.92	\$ 10,146.39	\$ 10,400.05	\$ 10,660.05	\$ 10,926.56
3,220,001	3,360,000	139,999	\$ 10,347.03	\$ 10,605.71	\$ 10,870.85	\$ 11,142.62	\$ 11,421.19
3,360,001	3,500,000	139,999	\$ 10,795.14	\$ 11,065.02	\$ 11,341.64	\$ 11,625.19	\$ 11,915.81
3,500,001	3,640,000	139,999	\$ 11,243.25	\$ 11,524.33	\$ 11,812.44	\$ 12,107.75	\$ 12,410.44
3,640,001	3,780,000	139,999	\$ 11,691.36	\$ 11,983.64	\$ 12,283.24	\$ 12,590.32	\$ 12,905.07
3,780,001	3,920,000	139,999	\$ 12,139.47	\$ 12,442.96	\$ 12,754.03	\$ 13,072.88	\$ 13,399.70
3,920,001	4,060,000	139,999	\$ 12,587.58	\$ 12,902.27	\$ 13,224.83	\$ 13,555.45	\$ 13,894.33
4,060,001	4,200,000	139,999	\$ 13,035.69	\$ 13,361.58	\$ 13,695.62	\$ 14,038.01	\$ 14,388.96
4,200,001	4,340,000	139,999	\$ 13,483.80	\$ 13,820.90	\$ 14,166.42	\$ 14,520.58	\$ 14,883.59
4,340,001	4,480,000	139,999	\$ 13,931.91	\$ 14,280.21	\$ 14,637.21	\$ 15,003.14	\$ 15,378.22
4,480,001	4,620,000	139,999	\$ 14,380.02	\$ 14,739.52	\$ 15,108.01	\$ 15,485.71	\$ 15,872.85
4,620,001	4,760,000	139,999	\$ 14,828.13	\$ 15,198.83	\$ 15,578.80	\$ 15,968.27	\$ 16,367.48
4,760,001	4,900,000	139,999	\$ 15,276.24	\$ 15,658.15	\$ 16,049.60	\$ 16,450.84	\$ 16,862.11
4,900,001	5,040,000	139,999	\$ 15,724.35	\$ 16,117.46	\$ 16,520.40	\$ 16,933.41	\$ 17,356.74
5,040,001	5,180,000	139,999	\$ 16,172.46	\$ 16,576.77	\$ 16,991.19	\$ 17,415.97	\$ 17,851.37
5,180,001	5,320,000	139,999	\$ 16,620.57	\$ 17,036.08	\$ 17,461.99	\$ 17,898.54	\$ 18,346.00
5,320,001	5,460,000	139,999	\$ 17,068.68	\$ 17,495.40	\$ 17,932.78	\$ 18,381.10	\$ 18,840.63
5,460,001	5,600,000	139,999	\$ 17,516.79	\$ 17,954.71	\$ 18,403.58	\$ 18,863.67	\$ 19,335.26
5,600,001	5,740,000	139,999	\$ 17,964.90	\$ 18,414.02	\$ 18,874.37	\$ 19,346.23	\$ 19,829.89
5,740,001	5,880,000	139,999	\$ 18,413.01	\$ 18,873.34	\$ 19,345.17	\$ 19,828.80	\$ 20,324.52
5,880,001	6,020,000	139,999	\$ 18,861.12	\$ 19,322.65	\$ 19,815.96	\$ 20,311.36	\$ 20,819.15

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.

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

ADOPTED AND PASSED by the City Council this 1st day of August, 2024.

HYRUM CITY

BY: _____
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

RESOLUTION 24-29

A RESOLUTION DECLARING CERTAIN HYRUM CITY EQUIPMENT (METAL EIGHT STORAGE BAY GARAGE) AS SURPLUS AND ORDERING THE SALE OR DISPOSAL THEREOF.

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

WHEREAS, in accordance with State regulations, the City Council has determined to declare a metal eight storage bay garage as surplus and desires to dispose of it in the method as prescribed by current law.

NOW THEREFORE, BE IT RESOLVED by the City Council of Hyrum City, Cache County, State of Utah, the metal eight storage bay garage is hereby declared surplus property and that said property shall be sold on KSL Classifieds and/or Facebook Marketplace; however, the City shall have the right to waive any informalities.

PASSED by the City Council of Hyrum City, Cache County, Utah, this 1st day of August, 2024.

HYRUM CITY CORP.

By: _____
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

UAMPS Power Exchange Member Risk Management Policy

Recitals:

The electric utility industry is presently in transition from a highly regulated industry to a deregulated industry. The development of competitive wholesale electric power markets presents both risks and benefits for municipally-owned electric utilities, such as the municipal electric utility system (the "System") owned and operated by Hyrum City (the "City"). Such risks include, among other things, price volatility, reliability and counterparty performance in wholesale power markets. Such benefits include, in particular, the opportunity to reduce, and to ensure the continued stability of, the costs of purchased power and energy paid by the City. In addition, the potential for direct access legislation and customer choice requires the City to accurately match its future power supply resources with its future retail service requirements in order to avoid unrecoverable fixed costs and other stranded investments.

The City is one of the members (the "Members") of Utah Associated Municipal Power Systems, a political subdivision of the State of Utah ("UAMPS"), organized under the provisions of the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act"). The City now purchases all or a portion of its external supply of electric power and energy from or through UAMPS. UAMPS presently operates a power pool (the "Power Pool") pursuant to those certain Pooling Agreements (the "Pooling Agreements") between UAMPS and each of its Members. The Power Pool provides a mechanism for the economic scheduling and utilization of the electric power and energy resources available to the members of UAMPS. Pursuant to an Appendix to each of the Pooling Agreements (the "PX Appendix") and as a component of its Power Pool, UAMPS has now established its Power Exchange (the "PX") which enables each of the Members of UAMPS to enter into forward transactions with one another and with UAMPS for the purchase, sale and exchange of firm electric power and energy.

Purpose and Authority:

The City has adopted and approved this Risk Management Policy to (1) authorize, confirm, ratify and approve the execution and performance by the City of the PX Appendix, (2) set forth the principles governing its risk management activities, the transactions that may be utilized to manage risks, (3) establish procedures for the periodic review of those risk management transactions that are entered into by the City and (4) expressly prohibit certain activities.

This Risk Management Policy has been adopted and approved pursuant to the City's power and authority under the laws of the State of Utah, including without limitation, the provisions of the Act and Titles 10 and 55, Utah Code Annotated 1953, as amended, to own and operate the System, to purchase, sell and exchange electric power and energy and to take all actions necessary for the prudent operation and management of the System.

Authorization of Transactions in UAMPS PX:

The execution and delivery of the PX Appendix by the City's designated representative to UAMPS is hereby authorized, approved, confirmed and ratified. All payments and expenses incurred by the City as a result of any transaction made by it under the PX Appendix shall constitute an operating expense of the System and a cost of purchased electric power and energy and shall in no event constitute a general obligation liability or indebtedness of the City under the laws of the State of Utah. Any receipts and income realized by the City as a result of any transaction made by it under the PX Appendix shall be deposited into the City's electric utility enterprise fund.

The risk management transactions within the UAMPS PX that are authorized by this Risk Management Policy include the purchase and sale of electric power and energy through the UAMPS PX in order to reduce those price, reliability and counterparty risks that are present in competitive, deregulated wholesale power markets and to enable the City to match its generating resources and wholesale power supply sources with the requirements of the customers served by the System.

Risk Management Policy:

The City will enter into transactions within the UAMPS PX only to the extent that such activities and instruments are consistent with, and in furtherance of, the prudent and businesslike operation of the System and its power supply requirements and resources. Only existing and reasonably forecasted power supply loads and resources will be the basis for transactions by the City within the UAMPS PX.

The purchase and sale of electric power and energy by the City in future periods, to the extent consistent with this Risk Management Policy, within the UAMPS PX is hereby authorized and approved. This authorization and approval is based upon, among other things, the City's participation in the governance of UAMPS and of the operation of the PX, the stability and credit standing of UAMPS and the members of UAMPS participating in the PX and the limited forward period for transactions within the PX.

Power Superintendent ; Asst. Power Superintendent ; _____ ;
Power Scheduler ; _____ ; _____ is/are
hereby designated as the City's "Power Exchange Representative(s)" for purposes of the PX Appendix, shall have daily responsibility for supervising the risk management activities of the City and is hereby authorized to enter into risk management transactions within the UAMPS PX with an aggregate notional value not exceeding \$ 750,000 and a maximum forward period not exceeding 13 months. The Power Exchange Representative shall report not less frequently than monthly to the City Council of the City with respect to all risk management transactions entered into by the City.

Prohibited Transactions:

The use of any of the risk management activities and instruments described herein for the purpose of speculating on future prices of electric power and energy or for the purpose of trading

solely to generate profits is prohibited. No officer and employee of the City shall directly or indirectly own or trade in, for his or her personal account, any risk management or financial contract relating to electric power and energy, whether within the UAMPS PX or otherwise.

Adopted and approved this 1st day of August, 2024.

HYRUM CITY

By _____
Mayor

[Seal]

Attest:

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