



CITY COUNCIL MEETING

Thursday, August 17, 2023 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 17, 2023. 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. **Blake Leonelli, Waste Management** - To discuss options for green waste services.
10. **INTRODUCTION AND APPROVAL OF RESOLUTIONS AND ORDINANCES**
 - A. **Resolution 23-18 - A resolution supporting the Board Apportionment of the Cache Valley Transit District in compliance with Utah Code 17B-2a-807 effective January 1, 2024.**
 - B. **Resolution 23-19 – A resolution setting electrical power monthly service fees and power rates for all customers receiving electrical power from the Hyrum City Municipal Power System.**
11. **OTHER BUSINESS**
 - A. Consideration and approval of appointments to Senior Center Board.
 - B. Set date for a workshop with Planning Commission to discuss updating Hyrum City's General Plan.
 - C. **Discussion and decision on maintenance and liability of the dirt road at 2200 West Highway 101 to 400 North.**
 - D. **Consideration and award of bid for installation of tailings for trail on Little Feeder Ditch and Hollow Ridge Road; and Canyon Parking Lot & Retaining Wall.**

- E. [Consideration and award of bids for the 2023-2024 Road Projects.](#)
- F. Consideration and approval of Hyrum City as the Contractor for the 900 West Road Rebuild Project.
- G. [Consideration and approval of an agreement between Questar Gas Company dba Dominion Energy Utah and Hyrum City for a Natural Gas Facility.](#)
- H. 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 **13th day of August, 2023**. Stephanie Fricke, MMC, City Recorder.

RESOLUTION 23-18

A RESOLUTION SUPPORTING THE BOARD APPORTIONMENT OF THE CACHE VALLEY TRANSIT DISTRICT IN COMPLIANCE WITH UTAH CODE 17B-2a-807 EFFECTIVE JANUARY 1, 2024

WHEREAS, the Utah State Legislature changed Utah Code 17B-2a-807 to alter the current board apportionment for small transit districts; and

WHEREAS, the Municipal Council finds that the current apportionment of the Cache Valley Transit District Board is not in compliance with the code change; and

WHEREAS, the Municipal Council has the authority to change the apportionment of the Cache Valley Transit District Board;

NOW, THEREFORE, BE IT RESOLVED BY THE HYRUM MUNICIPAL COUNCIL, that this Council supports the following apportionment for the Cache Valley Transit District Board effective January 1, 2024:

Number of members	Cities	Area
4	Logan	Area 1
1	North Logan / Hyde Park	Area 2
1	Smithfield / Richmond / Lewiston	Area 3
1	Providence / River Heights	Area 4
1	Hyrum / Millville / Nibley	Area 5
1	Cache County	Area 6

Adopted and Approved by the City Council of Hyrum City, Cache County, Utah, this 17th day of August, 2023.

HYRUM CITY CORP.

By: _____
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

RESOLUTION 23-19

A RESOLUTION SETTING ELECTRICAL POWER MONTHLY SERVICE FEES AND POWER RATES FOR ALL CUSTOMERS RECEIVING ELECTRICAL POWER FROM THE HYRUM CITY MUNICIPAL POWER SYSTEM.

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 provides for the operation and maintenance of public utility services, including culinary water, wastewater, irrigation water, and electrical power; and

WHEREAS, Chapter 13.16 of Title 13 specifically sets forth those regulations governing operation of the municipal electrical power system, including the establishment of service rate schedules and related fees; and

WHEREAS, in July 2022 Hyrum City hired Dave Berg Consulting, LLC. to examine its rates and charges for electric service to customer of Hyrum City and to prepare a report with its findings; and

WHEREAS, after reviewing Dave Berg's recommending on September 1, 2022 the Hyrum City Council approved Resolution 22-16 a resolution setting electrical power monthly service fees and power rates for all customers receiving electrical power from the Hyrum City Municipal Power Systems; and

WHEREAS, as recommended by Dave Berg Consulting, LLC. a Purchased Power Adjustment Clause (PPAC) was set at \$0.00 in Resolution 22-16 with the understanding that the PPAC would be adjusted in September 2023 or sooner if needed depending on electrical rates; and

WHEREAS, on February 2, 2023 Hyrum City Council approved Resolution 23-04 adjusting the PPAC from \$0.00 to \$.02 kWh for all classes of service; and

WHEREAS, the PPAC is a temporary adjustment to energy charges and creates a substantial workload for the utility billing clerk in having to make manual adjustments to all solar customers; and

WHEREAS, the PPAC of \$.02 kWh is considered to no longer be a temporary adjustment and City Staff along with Dave Berg is recommending adjusting all utility class service rate schedules to

include the \$.02 kWh in the energy charge rather than continuing to impose a PPAC at this time; and

WHEREAS, after careful review of the present power rates of the city's electric utility, the City Council has determined to increase the energy charge by \$.02 kWh and to reduce the PPAC rate to \$0.00 kWh.

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

1. The following classes of service and service schedules are hereby adopted as the schedule of rates to be charged users of the municipal electrical system:

A. RESIDENTIAL SERVICE

I. General Application.

This schedule is for alternating current, single-phase electric service supplied at approximately 120 or 240 volts through one kilowatt-hour meter at a single point of delivery for all service required on the premises for residential purposes, at any point on the City's interconnected system (except Blacksmith Fork Canyon) where there are facilities of adequate capacity.

When there is more than one dwelling unit or apartment in a single building, the electrical wiring shall be arranged to allow separate metering of each unit or apartment; or the charge for service will be computed by multiplying the minimum charges by the maximum number of dwelling or apartment units that may be served.

When a portion of a dwelling is used regularly for business, professional or other gainful purposes and fifty percent (50%) or more of the electrical energy is used for residential purposes, the premises shall be subject to this or other residential rate schedule. If fifty percent (50%) or more of the electrical energy supplied to the premises is used for other than residential purposes, the premises may be classified as nonresidential and the appropriate rate schedule applied. However, if wiring is arranged to allow for separate metering of residential and commercial or industrial consumption, this schedule will be applied to the residential portion of electrical power service.

II. Monthly Billing

Customer Charge per service connection:
\$10.00 per service connection

Energy Charge:
\$.1155 per kWh 0-500 kWh
.1450 per kWh 500-750 kWh
.1640 per kWh >750 kWh

PPAC (all energy) (\$/kWh)
\$0.0000

Minimum: The monthly customer charge plus appropriate power, energy, and PPAC charges.

- III. Requested Service Reconnection or Disconnection Fee:
\$25.00 per reconnect or disconnect
- IV. Restoration of electrical service after interruption of said service for nonpayment as provided by Section 13.16.255(D) Fees:
\$50.00 per disconnect and reconnect
\$50.00 additional fee for after hours service fee
- V. Security deposit under Section 13.16.260:
\$200.00

B. RESIDENTIAL - BLACKSMITH FORK CANYON

- I. General Application.
This schedule is for alternating current, single-phase electric service supplied at approximately 120 or 240 volts through one kilowatt-hour meter at a single point of delivery for all service required on the premises for residential purposes, at any point on the City's interconnected system located in Blacksmith Fork Canyon (beginning at the City's easternmost corporate boundary) where there are facilities of adequate capacity.

When there is more than one dwelling unit or apartment in a single building, the electrical wiring shall be arranged to allow separate metering of each unit or apartment; or the charge for service will be computed by multiplying the minimum charges by the maximum number of dwelling or apartment units that may be served.

When a portion of a dwelling is used regularly for business, professional or other gainful purposes and fifty percent (50%) or more of the electrical energy is used for residential purposes, the premises shall be

subject to this or other residential rate schedule. If fifty percent (50%) or more of the electrical energy supplied to the premises is used for other than residential purposes, the premises may be classified as nonresidential and the appropriate rate schedule applied. However, if wiring is arranged to allow for separate metering of residential and commercial or industrial consumption, this schedule will be applied to the residential portion of electrical power service.

II. Monthly Billing

Customer Charge:
\$ 15.00 per service connection

Energy Charge:
\$.1155 per kWh 0-500 kWh
.1450 per kWh 500-750 kWh
.16440 per kWh >750 kWh

PPAC (all energy) (\$/kWh)
\$0.0000

Minimum: The monthly customer charge plus appropriate power, energy, and PPAC charges.

III. Requested Service Reconnection and Disconnection Fee:
\$50.00 per reconnect or disconnect

IV. Restoration of electrical service after interruption of said service for nonpayment as provided by Section 13.16.255(D) Fees:
\$100.00 per disconnect and reconnect
\$75.00 additional fee for after hours service fee

VI. Security deposit under Section 13.16.260:
\$200.00

C. RESIDENTIAL SERVICE - RENEWABLE ENERGY

I. General Application.
This schedule is for alternating current, single-phase electric service supplied at approximately 120 or 240 volts through one kilowatt-hour meter at a single point of delivery for all service required on the premises for single- or multi-family residential purposes only, at any point on the City's interconnected system (except Blacksmith Fork Canyon) where there are facilities of adequate capacity.

II. Monthly Billing

Customer Charge:
\$10.00 per service connection

Energy Charge:
\$.1383 per kWh 0-500 kWh
.1748 per kWh 500-750 kWh
.2012 per kWh >750 kWh

PPAC (all energy) (\$/kWh)
\$0.0000

Minimum Charge: The monthly customer charge plus appropriate power, energy, and PPAC charges.

Limits: This rate is restricted to residential users only who occupy single- or multi-family dwellings and energy provided under this rate is limited to a maximum of 1,000 kWh per billing month up to 80 percent of the city's total available renewable resource. All power consumed over the maximum allowable will be billed at the rate of .1440 per kWh. Subscription to renewable power is voluntary and the user may cancel at any time; however, having cancelled, the user may not re-subscribe more than once in any 12-month period.

III. Requested Service Reconnection and Disconnection Fee:
\$25.00 per reconnect or disconnect

IV. Restoration of electrical service after interruption of said service for nonpayment as provided by Section 13.16.255(D) Fees:
\$50.00 per disconnect and reconnect
\$50.00 additional fee for after hours service fee

VII. Security deposit under Section 13.16.260:
\$200.00

D. SMALL COMMERCIAL (UNDER 35 KW)

I. General Application
This schedule is for alternating current, single or three-phase nonresidential electric service supplied at the City's available voltage at a single point of delivery through a demand or other type of metering installation for all service required on the premises by customers with a power requirement not greater than thirty-five (35) kW.

II. Monthly Billing

Customer Charge:
\$ 18.75 per service connection

Energy Charge:
\$.1250 per kWh 0-1,500 kWh
\$.0810 per kWh >1,500 kWh

Demand Charge:
\$ 9.00 per kW >5 kW

PPAC (all energy) (\$/kWh)
\$0.0000

Minimum: The monthly customer charge plus appropriate power, energy, and PPAC charges.

Power Factor: This rate is based on the customer maintaining at all times a power factor of ninety five percent (95%) lagging, or higher, as determined by measurement. If the average power factor is found to be less than ninety five percent (95%) lagging, the power as recorded by the City's meter will be increased by three quarters (3/4) of one percent (1%) for each one percent (1%) that the power factor is less than ninety five percent (95%)

Power: The kW as shown by or computed from the readings of the City's meter for the fifteen (15) minute period of customer's greatest use during the month, adjusted for power factor as specified, determined to the nearest kW.

III. Requested Service Reconnection and Disconnection Fee:
\$25.00 per reconnect or disconnect

IV. Restoration of electrical service after interruption of said service for nonpayment as provided by Section 13.16.255(D) Fees:
\$50.00 per disconnect and reconnect
\$50.00 additional fee for after hours service fee

V. Security deposit under Section 13.16.260:
\$500.00

E. LARGE COMMERCIAL (OVER 35 KW)

I. General Application

This schedule is for alternating current, single or three-phase non-residential electric service supplied at the City's available voltage, but less than 46,000 volts, at a single point of delivery through a demand or other type of metering installation for all service required on the premises by customers with a power requirement that exceeds thirty-five (35) kW during seven (7) of any continuous twelve (12) month period.

II. Monthly Billing

Customer Charge:
\$37.50 per service connection

Energy Charge:
\$.0810 per kWh 0-1,500 kWh
\$.0810 per kWh >1,500 kWh

Demand Charge:
\$ 9.00 all demand kW

PPAC (all energy) (\$/kWh)
\$0.0000

Minimum: The monthly customer charge plus appropriate power, energy, and PPAC charges.

Power Factor: This rate is based on the customer maintaining at all times a power factor of ninety five percent (95%) lagging, or higher, as determined by measurement. If the average power factor is found to be less than ninety five percent (95%) lagging, the power as recorded by the City's meter will be increased by three quarters (3/4) of one percent (1%) for each one percent (1%) that the power factor is less than ninety five percent (95%)

Power: The kW as shown by or computed from the readings of the City's meter for the fifteen (15) minute period of customers greatest use during the month, adjusted for power factor as specified, determined to the nearest kW.

III. Requested Service Reconnection and Disconnection Fee:
\$25.00 per reconnect or disconnect

IV. Restoration of electrical service after interruption of said service for nonpayment as provided by Section 13.16.255(D) Fees:

\$50.00 per disconnect and reconnect
\$50.00 additional fee for after hours service fee

- V. Security deposit under Section 13.16.260:
\$500.00

F. INDUSTRIAL

I. General Application

This schedule is for alternating current, three-phase electric service supplied at approximately 46,000 volts, at a single point of delivery through a demand or other type of metering installation.

II. Monthly Billing

Customer Charge:
\$250.00 per service connection

Energy Charge:
\$.0232 per kWh

Demand Charge:
\$ 6.57 all demand Kw

Percent Adder:
15%

Energy Adder:
\$.011 per kWh

Percent Adder and Energy Adder: The Percent adder is set at a percent over city's blended cost for power, energy, transmission, administrative costs, etc. plus such surcharge as required and approved by the City Council. The Energy Adder is a surcharge of all kWh consumed.

Minimum: The monthly customer charge plus appropriate power and energy charges.

Power Factor: This rate is based on the customer maintaining at all times a power factor of ninety five percent (95%) lagging, or higher, as determined by measurement. If the average power factor is found to be less than ninety five percent (95%) lagging, the power as recorded by the City's meter will be increased by three quarters (3/4) of one percent (1%) for each one percent (1%) that the power factor is less than ninety five percent (95%)

Power: The kW as shown by or computed from the readings of the City's meter for the fifteen (15) minute Period of customer's greatest use during the month, adjusted for power factor as specified, determined to the nearest kW.

- III. Requested Service Reconnection and Disconnection Fee:
\$25.00 per reconnect or disconnect
- IV. Restoration of electrical service after interruption of said service for nonpayment as provided by Section 13.16.255(D) Fees:
\$50.00 per disconnect and reconnect
\$50.00 additional fee for after hours service fee
- v. Security deposit under Section 13.16.260:
\$500.00

G. TEMPORARY SERVICE

- I. General Application
This schedule is for alternating current, single-phase electric service supplied at approximately 120 or 240 volts through one kilowatt-hour meter at a single point of delivery for all separately metered service required on the premises for temporary purposes, such as construction, at any point on the City's interconnected system (except Blacksmith Fork Canyon) where there are facilities of adequate capacity. The City reserves the right to determine the length of time that use of a temporary service is permitted.

Temporary service is only allowed and granted for construction activity and not for any other purposes including housing, house trailer, tent, etc. Any use other than construction is required to have a permanent meter installed and will be subject to all residential service fees.

- II. Monthly Billing

Customer charge:
\$30.00 per temporary panel for single-phase service

H. FORCE MAJEURE

Neither City nor customer shall be subject to any liability or damages for inability of the City to serve the Customer's load due to lack of available power and energy or other conditions beyond

the City's control. In the event of natural disasters or acts of God such as earthquakes, floods, or severe storms, neither party shall be liable for damages due to lack of ability for operations which affect the other party economically. Should any of the foregoing occur, the minimum billing demands that would otherwise be applicable under this Schedule shall be waived and Customer will have no liability for service charges until such time as Customer is reasonably able to resume service.

I. LATE FEE

If any bill for any service of the City's utilities is not paid within 30 days from the date of its mailing, a late charge, in the amount of five dollars (\$5.00) shall be imposed on the current month unpaid arrearage. Additionally, a late charge of one percent (1.5%) per month shall accrue on any unpaid arrearage commencing on the next due date (or what would have been the next due date if service is terminated) for such customer's next utility bill and continuing to accrue on such unpaid arrearage on all future due dates thereafter until the unpaid arrearage and late charges are paid in full.

J. INSUFFICIENT FUNDS FEE

Returned Check Charge. In addition to adding late payment charges as appropriate, the City shall charge and collect a fee of thirty dollars (\$30.00) to cover the cost of handling a check which a customer tenders in payment of an account and which is returned by the bank because it cannot be paid as ordered.

2. This resolution shall become effective September 1, 2023 and the rate schedules contained herein shall apply to all subsequent electrical power billings.

ADOPTED AND PASSED by the Hyrum City Council this 17th day of August, 2023.

HYRUM CITY CORP.

By: _____
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

ORDINANCE 96-14

WHEREAS, a majority of the owners of certain real property, described below, desire to annex such real property to the corporate limits of Hyrum City, Utah; said owners being the owners of at least one-third (1/3) in value of said real property as shown by the latest assessment roll; and

WHEREAS, said real property lies contiguous to the corporate boundaries of 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, the Hyrum City Council accepted the petition for annexation for the purposes of preparing a policy declaration statement; and

WHEREAS, the Hyrum City Council held a public hearing on December 7, 1995 regarding annexation of said property, following which the Council adopted Ordinance 95-11, the Policy Declaration Statement pertaining to this annexation; and

WHEREAS, Ordinance 95-13, the annexation ordinance, failed to gather the two-thirds majority vote required to adopt an annexation ordinance; and

WHEREAS, the Hyrum City Council has now agreed to reconsider annexation of this property.

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

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY AND EXTENDING THE CORPORATE LIMITS OF HYRUM CITY, UTAH.

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:

Beginning at a point located north $90^{\circ}00'00''$ east 1365.82 feet (1265.88 feet by record) from the Southwest corner of said Section 31 being a Cache County surveyor aluminum cap monument and running along the boundary of a parcel with Tax ID No. 03-056-0013 the following seven courses thence north $1^{\circ}30'$ west 597.30 feet more or less; thence south $85^{\circ}49'21''$ east 235 feet; thence north $2^{\circ}19'42''$ east 150.00 feet; thence south $85^{\circ}49'21''$ 208.00 feet; thence north $2^{\circ}19'42''$ east 463.72 feet more or less; thence south $88^{\circ}15'$ east 660.00 feet more or less; thence south $1^{\circ}30'$ west 514.80 feet more or less; thence south $1^{\circ}15'$ west 188.1 feet to a point on the north property line of a parcel with Tax ID No. 03-056-0021; thence east along said north line 194.7 feet more or less; thence south 41.2 feet more or less to the Northwest corner of a parcel with Tax ID No. 01-058-0002; thence east 528.9 feet more or less to a point on the east right-of-way line of 1900 West Street; thence south along said north line 778.7 feet more or less to the Southwest corner of said parcel having the Tax ID No. 03-056-0013; thence north $88^{\circ}34'38''$ west 1063.41 feet more or less (1138.5 feet by record); thence north $1^{\circ}30'$ west 214.5 feet more or less to the point of beginning containing 37.87 acres more or less.

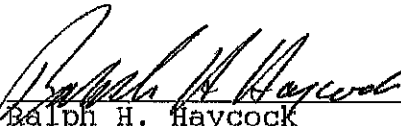
SECTION 3. That the real property described in Section 2 above shall be classified as being in the Residential R-2 zone in accordance with the provisions of Section 17.20.030 of the Hyrum City Municipal Code.

SECTION 4. This ordinance shall be effective upon the posting of three (3) copies in three (3) public places within the corporate limits of Hyrum City.

ADOPTED AND PASSED by a two-thirds (2/3) vote of the Hyrum City Council this 20th day of June, 1996.

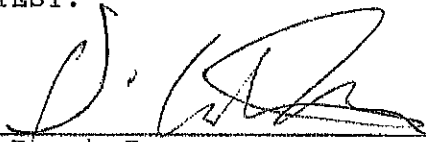
HYRUM CITY

BY:



Ralph H. Haycock
Mayor

ATTEST:



D. Brent Jensen
City Recorder

Posted: June 25, 1996

CERTIFICATE OF POSTING

STATE OF UTAH)
: ss
COUNTY OF CACHE)

I, Stephanie Fricke, duly appointed and acting Deputy Recorder for Hyrum City, Cache County, State of Utah, do hereby certify that a copy of the foregoing is a true, complete, and correct copy of an Ordinance adopted and passed by the City Council of Hyrum City, Utah, at a regular meeting thereof, held the 20th day of June, 1996, which appears of record in the City Recorder's office. A quorum was present and acting throughout said meeting and this Ordinance is in full force and effect in the form so adopted and has not been subsequently modified, amended or rescinded. I further certify that I, on the 25th day of June, 1996 in Hyrum City, did post the attached Ordinance in a likely manner in each of three public places as follows:

Hyrum Civic Center	83 W. Main	Hyrum, Utah
Hyrum Thriftway	780 E. Main	Hyrum, Utah
First Security Bank	10 W. Main	Hyrum, Utah

In witness whereof, I have hereto set my hand this 26th day of June, 1996.

Stephanie Fricke

Stephanie Fricke
Deputy Recorder

(SEAL)

Ordinance 96-14

An Ordinance Annexing Certain Real Property and Extending the Corporate Limits of Hyrum City, Utah.

Resolution 95-11

A RESOLUTION ACCEPTING A PETITION FOR ANNEXATION AND AUTHORIZING THE PREPARATION OF A POLICY DECLARATION RELATIVE TO THE PROPOSED ANNEXATION.

WHEREAS, the owners of certain real property have petitioned the governing body of Hyrum City, Cache County, State of Utah that such property be annexed to the corporate boundaries of Hyrum City; and

WHEREAS, the petitioners certify they represent a majority of the owners and at least one-third in value of the real property proposed for annexation; and

WHEREAS, the petitioners further certify that said property proposed for annexation lies contiguous to the present boundaries of Hyrum City; and

WHEREAS, the petitioners have caused an accurate plat of the real property proposed for annexation to be prepared by a qualified surveyor and have filed said plat, together with the annexation petition, with the Hyrum City Recorder; and

WHEREAS, said property proposed for annexation does not lie within the boundaries of another incorporated municipality.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Hyrum City, Cache County, State of Utah that the annexation petition filed by Brad C. Wood, in behalf of High Valley LLC, et al. and attached hereto as Exhibit A, is hereby accepted for the purpose of preparing a policy declaration relative to the proposed annexation and holding such hearings and taking such other steps as prescribed by law in evaluating the merits of the proposed annexation.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this 17th day of August, 1995.

HYRUM CITY CORP.

By: *Ralph H. Haycock*
Ralph H. Haycock
Mayor

ATTEST:

D. Brent Jensen
D. Brent Jensen
City Recorder

BOUNDARY DESCRIPTION

A PART OF THE NORTH HALF OF SECTION 6, TOWNSHIP 10 NORTH, RANGE 1 EAST, SLB&M AND A PART OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 1 EAST, SLB&M DESCRIBED AS: BEGINNING AT A POINT LOCATED NORTH 90°00'00" EAST 1365.82 FEET (1265.88 FEET BY RECORD) FROM THE SOUTHWEST CORNER OF SAID SECTION 31 BEING A CACHE COUNTY SURVEYOR ALUMINUM CAP MONUMENT AND RUNNING ALONG THE BOUNDARY OF A PARCEL WITH TAX ID NO 03-056-0013 THE FOLLOWING SEVEN COURSES THENCE NORTH 1°30' WEST 597.30 FEET MORE OR LESS; THENCE SOUTH 85°49'21" EAST 235 FEET; THENCE NORTH 2°19'42" EAST 150.00 FEET; THENCE SOUTH 85°49'21" 208.00 FEET; THENCE NORTH 2°19'42" EAST 463.72 FEET MORE OR LESS; THENCE SOUTH 88°15' EAST 660.00 FEET MORE OR LESS; THENCE SOUTH 1°30' WEST 514.80 FEET MORE OR LESS; THENCE SOUTH 01°15' WEST 188.1 FEET TO A POINT ON THE NORTH PROPERTY LINE OF A PARCEL WITH TAX ID NO. 03-056-0021; THENCE EAST ALONG SAID NORTH LINE 194.7 FEET MORE OR LESS; THENCE SOUTH 41.2 FEET MORE OR LESS TO THE NORTHWEST CORNER OF A PARCEL WITH TAX ID NO 01-058-0002; THENCE EAST 528.9 FEET MORE OR LESS TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 1900 WEST STREET; THENCE SOUTH ALONG SAID EAST LINE 585.7 FEET MORE OR LESS TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 101; THENCE WESTERLY ALONG SAID NORTH LINE 778.7 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF SAID PARCEL HAVING THE TAX ID NO. 03-056-0013; THENCE NORTH 88°34'38" WEST 1063.41 FEET MORE OR LESS (1138.5 FEET BY RECORD); THENCE NORTH 1°30' WEST 214.5 FEET MORE OR LESS TO THE POINT OF BEGINNING. CONTAINING 37.87 ACRES MORE OR LESS.



#15md wood 4543180 24000
 752-3771 A uson ltr 84335
 770-2994

ANNEXATION PETITION

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

The undersigned real property owners submit to you this petition for annexation and respectfully represent:

1. That this petition is made pursuant to the requirements of Section 10-2-416 Utah Code Annotated, 1953 as amended.
2. That the property subject of this petition lies contiguous with part of the present West boundary of Hyrum City Corporate Limits and is particularly described by metes and bounds as described on Appendix A.
3. That your petitioners represent a majority of the real property owners of the described property on Appendix A and are owners of not less than one-third in value of the real property as shown by the last assessment rolls, of the territory described therein and shown in the plat herewith submitted and Petitioners desire to annex the same to Hyrum City and include the same within the City's corporate limits.
4. That they have caused an accurate plat of the attached description of real property to be made by a competent, licensed surveyor and said plat, certified by said surveyor or engineer, is filed herewith.
5. The territory is not included within the boundaries of another incorporated municipality.

WHEREFORE, your Petitioners pray that this Petition be considered by you at the next regular meeting of the City Council of Hyrum City, or as soon thereafter as possible. And that a resolution be adopted as required by law accepting this Petition of Annexation; and that you take such other annexation and extension of Corporate limits.

Request annexation to be zoned R-2

Dated this 21 day of July, 1995

Respectfully submitted,

<u>High Valley LLC</u>	<u>26.485</u>	<u>\$42,195⁰⁰</u>
<u>Ernest C. Dood</u>	No. of Acres	Assessed Value
<u>Leonel R. Furness</u>	<u>3.62</u>	<u>\$139,810⁰⁰</u>
<u>Ernest A. Furness</u>		
<u>Raymond J. Joseph</u>	<u>2.89</u>	<u>\$115,603⁰⁰</u>
<u>Donald Laurite</u>	<u>3.17</u>	<u>\$103,990⁰⁰</u>
<u>See Page 2</u>	<u>.59</u>	<u>\$15,166⁰⁰</u>

ORDINANCE NO. 97-03AN ORDINANCE REVISING ORDINANCE 96-14, AMENDING THE HYRUM CITY ZONING ORDINANCE, RATIFYING THE ANNEXATION OF CERTAIN REAL PROPERTY AND THE EXTENSION OF THE CORPORATE LIMITS OF HYRUM, UTAH, SUBJECT TO CERTAIN TERMS AND CONDITIONS

WHEREAS, a majority of the owners of certain real property described below, desired to annex such real property to Hyrum, Utah, said owners being the owners of at least one-third (1/3) in value of said real property as shown by the last assessment roll; and

WHEREAS, said real property lies contiguous to the corporate boundaries of Hyrum, Utah; and

WHEREAS, said owners caused a petition to be filed with the City, together with an accurate plat of the real property which was made under the supervision of a competent surveyor; and

WHEREAS, Hyrum City adopted Resolution 95-11, on August 17, 1995, accepting the petition for annexation for the purpose of preparing a Policy Declaration relating to the real property; and a public hearing was subsequently set for December 7, 1995, at the Hyrum City offices, notice thereof having been duly published in The Herald Journal, and having been posted and mailed in accordance with all applicable laws of the State of Utah; and

WHEREAS, said public hearing was held on December 7, 1995, and thereafter, Ordinance 95-11 was adopted, by which Hyrum City adopted the Annexation Policy Declaration related to the specific property described in the referenced petition for annexation; and

WHEREAS, the required time period for protest by an affected entity elapsed without the filing of a written protest by an affected entity; and

WHEREAS, Ordinance 96-14 was adopted on June 20, 1996, by the required two-thirds (2/3) vote of the Hyrum City Council, which Ordinance annexed the real property which is the subject of the referenced Petition and Policy Declaration; and

WHEREAS, High Valley, L.L.C., the owner of the largest parcel within the newly annexed area containing 26.485 acres as shown by the Petition for Annexation, sold said parcel to Mountain Region Development, LLC, (Mountain Region, hereafter) which new owner presented a proposal for development in the form of a sketch plan to the Hyrum City Council on September 19, 1996; and

WHEREAS, during said City Council meeting on September 19, 1996, it became apparent that there were disputes and disagreements

between the Council and Mountain Region over what conditions the City Council had understood were applicable to the development of the real property purchased by Mountain Region; and

WHEREAS, since said meeting, Hyrum City and Mountain Region have negotiated in an effort to resolve the differences that exist between them pertaining to the development of the real property owned by Mountain Region and both Hyrum City and Mountain Region are desirous of formalizing the agreement they have reached, which agreement contains certain terms, provisions and conditions both Hyrum City and Mountain Region agree shall be made applicable to the annexation and development of Mountain Region's parcel of real property; and

WHEREAS, Hyrum City and Mountain Region agree that the best approach for formalizing their agreement in writing is for Hyrum City to adopt an Ordinance revising said Ordinance 96-14, correcting the legal description contained therein and ratifying the annexation which occurred through the adoption of Ordinance 96-14, which revision and ratification shall be specifically subject to certain terms and conditions as are more fully set forth in this ordinance;

NOW, THEREFORE, pursuant to Section 10-2-415, Utah Code Annotated 1953, as amended, the City Council of Hyrum, Utah, hereby adopts, passes and publishes the following:

BE IT ORDAINED BY THE CITY COUNCIL OF HYRUM, UTAH, AS FOLLOWS:

AN ORDINANCE REVISING ORDINANCE 96-14, AMENDING THE HYRUM CITY ZONING ORDINANCE, RATIFYING THE ANNEXATION OF CERTAIN REAL PROPERTY AND THE EXTENSION OF THE CORPORATE LIMITS OF HYRUM, UTAH, SUBJECT TO CERTAIN TERMS AND CONDITIONS.

1. REVISION OF ORDINANCE 96-14. Ordinance 96-14 is hereby amended and revised to provide as herein stated.

2. ANNEXATION. The annexation of the real property more particularly described in Paragraph 3, below, to Hyrum, Cache County, Utah, and the consequent extension of the corporate limits of Hyrum, Cache County, Utah, are hereby ratified and confirmed, subject to certain express terms, provisions and conditions which are more fully set forth in Paragraph 7, below.

3. LEGAL DESCRIPTIONS. The real property which is the subject of this Ordinance is described as follows:

A part of the North half of Section 6, Township 10 North, Range 1 East, SLB&M and a part of the South half of Section 31, Township 11 North, Range 1 East, SLB&M described as: Beginning at a point located North 90°00'00" East 1365.82 feet (1265.88 feet by record)

from the Southwest corner of said Section 31 being a Cache County surveyor aluminum cap monument and running along the boundary of a parcel with Tax ID No. 03-056-0013 the following seven courses thence North 1°30' West 597.30 feet more or less; thence South 85°49'21" East 235 feet; thence North 2°19'42" East 150.00 feet; thence South 85°49'21" 208.00 feet; thence North 2°19'42" East 463.72 feet more or less; thence South 88°15' East 660.00 feet more or less; thence South 1°30' West 514.80 feet more or less; thence South 01°15' West 188.1 feet to a point on the North property line of a parcel with Tax ID No. 03-056-0021; thence East along said North line 194.7 feet more or less; thence South 41.2 feet more or less to the Northwest Corner of a parcel with Tax ID No. 01-058-0002; thence East 528.9 feet more or less to a point on the East right-of-way line of 1900 West Street; Thence South along said East line 585.7 feet more or less to a point on the North right-of-way line of State Highway 101; thence Westerly along said North Line 778.7 feet more or less to the Southwest Corner of said parcel having the Tax ID No. 03-056-0013; thence North 88°34'38" West 1063.41 feet more or less (1138.5 feet by record); thence North 1°30' West 214.5 feet more or less to the point of beginning. Containing 37.87 acres more or less.

4. ZONING MAP. The zoning map of Hyrum City shall be amended to include the real property described above in Paragraph 3.

5. ZONING. The real property, described in Paragraph 3, above, shall be classified as being in the Residential Zone, R-2, in accordance with the provisions of Section 17.20.030 of the City's Zoning Ordinance and Section 10-9-406 of the Utah Code Annotated, 1953, as amended.

6. COUNTY RECORDER. A certified copy of this Ordinance and an original plat setting forth the property so annexed shall be filed with the County Recorder of Cache County, Utah, by the City Recorder when so directed by the Mayor, unless the filing of a certified copy of this Ordinance is all that is required by the Cache County Recorder.

7. SPECIFIC TERMS, PROVISIONS AND CONDITIONS RELATING TO PARCEL 03-056-0013 NOW OWNED BY MOUNTAIN REGION DEVELOPMENT, LLC. The annexation of the real property described in Paragraph 3 above, is made subject to the following express terms, conditions and provisions which shall relate to the portion of the annexed real property currently owned by Mountain Region Development, LLC, which parcel bears Cache County Tax ID No. 03-056-0013 and consists of approximately 27.41 acres, notice, knowledge and acceptance of which terms, provisions and conditions by the owner of said portion of the annexed real property shall be evidenced by a written agreement executed by said owner and attached hereto as Exhibit "A". These terms, provisions and conditions shall attach to said parcel of the annexed real property, shall become binding thereon and shall be covenants which run with said real property. The terms, provisions and conditions expressed herein and the agreement of the owner attached as Exhibit "A", shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, personal representatives, successors and assigns. The express terms, provisions and conditions are as follows:

A. The legal description for said Parcel No. 03-056-0013 is as follows:

Beginning at a point 19.18 chains West from the Southeast Corner of the Southwest Quarter of Section 31, Township 11 North, Range 1 East of the Salt Lake Base and Meridian and running thence North 1°30' West 9.05 chains; thence South 85°49'21" East 235 feet, more or less; Thence North 02°19'42" East 150 feet; Thence South 85°43'21" East 208 feet; Thence North 02°19'42" East 463.72 feet (North 1°30' East 8 chains by record); Thence South 88°15' East 10 chains; thence South 1°30' West 7.80 Chains; thence South 1°15' West 2.85 chains; thence West 1 chain; thence South 1°15' West 5.75 chains to the Section Line; thence South 88°28' East 16.7 feet, more or less; thence South 2°29' West 246.7 feet to 5000 South (County Road); thence Westerly along said County Road 69 rods, more or less; thence Northerly 13 rods, more or less to the point of beginning.

B. The maximum number of lots to be created and developed on Mountain Region's parcel shall be 48 lots, with one (1) single family detached dwelling per lot. The development shall include a privately maintained park and other green, park-like areas interspersed in the development.

C. It is anticipated that Mountain Region will design and install an underdrain system as a part of the development so as to allow for homes in the development to have basements, if desired. Permission will be obtained from the irrigation ditch or canal owners for drainage from the underdrain system into these structures, if necessary. Permission will also be obtained from the irrigation ditch or canal owners for drainage of the surface or

storm-water into these structures, if necessary. In the event such permission is necessary and cannot be obtained, adequate provision for drainage from the underdrain and storm drainage systems will have to be designed and approved in accordance with applicable laws, ordinances and regulations.

D. A homeowner's association will be created by Mountain Region which will own the park and other green or park-like areas interspersed throughout the development, with the association being made responsible for maintaining these areas and also the drainage systems referred to in the last subparagraph to the extent the elements of such systems are located on private property and not within dedicated streets or roads. Hyrum City will not accept any dedication to it of the park and other green or park-like areas or any elements of the referenced drainage systems which are located on private property. Hyrum City will accept the dedication of those portions of the referenced drainage systems customarily designed for and constructed in publicly dedicated streets or roads, including the underdrain system. The Articles or Bylaws of the Homeowner's Association will be written so as to specifically outline the obligations and responsibilities to be undertaken by Hyrum City and Mountain Region.

E. Sidewalks shall be installed throughout the Subdivision, but curb and gutter will not be required. Drainage swales will be placed between the sidewalks and the edge of the public roadways. Each lot owner shall be required by the recorded Association Bylaws or Covenants relating to the development to maintain the portion of the swale area immediately in front of the lot owned by each lot owner. The Association shall be specifically required to ensure that the lot owners landscape and otherwise maintain the swale areas, or the Association shall undertake the landscaping and maintenance of the swale areas itself and shall have a mechanism in place for charging the cost back to the lot owners. The City will be given the option, within its discretion, to enforce the provisions of the covenants and/or Association Bylaws relating to landscaping and maintenance of the swale, park and other green areas, in the event the lot owners and/or the Association should fail to do so. It is agreed that any damage to the swale areas resulting from snow plows clearing the roadways in the usual manner will not be chargeable to the City, but rather shall be repaired by the Association and/or lot owners.

F. Mountain Region will require that a cement edge be designed and constructed along the edge of the roadway blacktop in the cul-de-sacs of the development to protect the edge of the asphalt in these areas.

G. Inasmuch as curb and gutter will not be required along the edge of the remaining portion of the roadways, the roadbase, where a cement edge is not required, shall be required to extend past the edge of the finished asphalt and compaction will be required to a 95% rate and in the manner designed by the engineer

of the development, so as to reduce the likelihood of breakage along the edge of the finished asphalt.

H. Specific statements shall be included in the recorded Covenants and/or Bylaws of the Association and on the final plat for the development encouraging all prospective lot purchasers to become familiar with the area in which the lots are located, including odors, noises, land uses and activities in the region. Specific land uses to be identified shall include a wastewater treatment plant, a feed yard, a diesel mechanic's shop and dairies.

I. Hyrum City strongly recommends the use of the City's secondary water system throughout the development, but it is recognized that the City will not require such use by Mountain Region. The City's recommendation is based on its opinion that the availability of the secondary system will enhance the value of the lots within the development and that it would be best to install the system now together with the installation of all other public utilities and that the residents of the development will have to pay more for its installation at a later date, if then desired.

J. Mountain Region agrees to provide Hyrum City with copies of the Covenants and/or Bylaws related to the development for the City's review prior to recording them. The Covenants and/or Bylaws are to be written so as to conform with requirements of this Ordinance, applicable City regulations and other ordinances and state and federal law. It is anticipated that these documents will contain provisions as to the types of homes allowed, whether or not garages will be required, and other provisions relating to the construction of the homes on the lots and the uses of the lots, consistent with laws which prohibit discrimination against manufactured housing otherwise meeting zoning and subdivision requirements applicable to single family residences generally.

K. Access to the adjacent state highway (101) will be limited to two (2) road cuts, with no lots facing the highway, meaning it is contemplated that all lots along the highway will have the back of the lot adjacent to the highway and not the front of the lot. All proposed improvements along the highway, including access structures and otherwise, are expressly subject to approval by the Utah Department of Transportation.

L. Except as specifically provided in this Ordinance, Mountain Region shall comply with all applicable City Ordinances regarding manufactured housing, subdivision approval, payment of fees, security for improvements to be constructed and all other applicable laws, ordinances, regulations, policies, procedures and development standards.

M. The execution of Exhibit "A" by Mountain Region and Henry R. Crane is a condition precedent to the posting of this Ordinance in order to make it effective. No permits or approvals will be

granted and no services provided, unless Mountain Region is in compliance with the terms of this paragraph 7 of this Ordinance.

N. Upon enactment of this Ordinance, Mountain Region Development, LLC and Henry R. Crane, for and on behalf of themselves and their agents, employees, indemnitors, insurers, heirs, personal representatives, successors and assigns shall release and forever discharge Hyrum City, together with its officials, employees, agents, indemnitors, insurers, successors, and assigns, from any and all claims, demands, liabilities, damages, causes of action, costs and expenses, including attorney's fees, which may now exist or hereafter arise because of, arising out of, or in any way connected with the annexation of the real property referred to in this Ordinance and Ordinance 96-14 and now owned by Mountain Region and the historical application and development approval process for the proposed High Valley Subdivision, or any of its predecessors proposed for the property owned by Mountain Region and which is a part of the annexation ratified by this Ordinance. The foregoing enumeration of claims released is illustrative only, and the claims hereby released are in no way limited to the above specific recitation of claims, it being the intent of the parties to fully and completely release Hyrum City from any and all claims in any way related to said annexation and Mountain Region's proposed development.

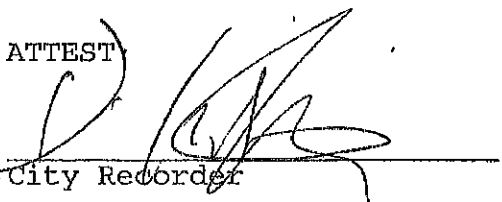
8. A road or easement is located to the West of the annexed area and apparently provides access to State Road 101 for Parcels 03-056-0012 and 03-056-0024. Hyrum City considers this road or easement to be private and expressly disclaims any intent to annex it or to provide any maintenance or snow removal services for said private road. Hyrum City will not undertake any responsibility for said road.

9. This Ordinance shall become effective upon its first posting in three (3) public places within the City.

ADOPTED AND PASSED by the City Council of the City of Hyrum, Utah, this 6th day of February, 1997.

HYRUM CITY

ATTEST


City Recorder

By


Mayor

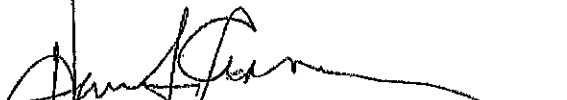
POSTED: March 13, 1997

EXHIBIT "A"

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned are the owner and the majority interest holder in the owner of that portion of the real property described in Paragraph 3 of the attached Ordinance No. 97-03, An Ordinance Revising Ordinance 96-14, Amending The Hyrum City Zoning Ordinance, Ratifying The Annexation Of Certain Real Property And The Extension Of The Corporate Limits Of Hyrum, Utah, Subject To Certain Terms and Conditions, bearing Cache County Tax Payer ID No. 03-056-0013 consisting of approximately 27.41 acres. Said parcel is more particularly described in Paragraph 7.A. of Ordinance No. 97-03. By the execution of this Exhibit "A", the undersigned acknowledge that they have read said Ordinance 97-03, that they understand the contents thereof and, in particular, the contents of the terms, provisions and conditions to which said Ordinance is subject, as contained in Paragraph 7, including Subparagraphs "A-N", and specifically hereby agree to be bound by and to comply with said terms, provisions and conditions.

DATED this 17th day of February, 1997.



Henry R. Crane, individually

MOUNTAIN REGION DEVELOPMENT, LLC

By 
Henry R. Crane
Manager/Member

STATE OF New Mexico)
County of Burm.) : ss.

On the 17 day of February, 1997, personally appeared before me HENRY R. CRANE, one of the signers of the within instrument, who duly acknowledged to me that he executed the same.



NOTARY PUBLIC

Commission Expires: 6/4/2000
Residing at: Albuquerque, New Mexico

blj/hyrum/annex.ord
N-63,43

STATE OF New Mexico)
County of Burn-) :ss.

On the 17 day of February, 1997, personally appeared before me HENRY R. CRANE, who, being by me duly sworn, did say that he is the Manager/Member of MOUNTAIN REGION DEVELOPMENT, LLC, and that the said instrument was signed in behalf of said Limited Liability Company by authority of its Articles of Organization and Operating Agreement, and the aforesaid individual acknowledged to me that said Company executed the same.


NOTARY PUBLIC
Commission Expires: 6/4/2000
Residing at: Albuquerque, New Mexico

CERTIFICATION

STATE OF UTAH)
 : ss.
County of Cache)

I, D. Brent Jensen, the City Recorder of Hyrum, Cache County, Utah, do hereby certify that the above and forgoing is a true, full and correct copy of an ordinance entitled Ordinance No. 97-03, AN ORDINANCE REVISING ORDINANCE 96-14, AMENDING THE HYRUM CITY ZONING ORDINANCE, RATIFYING THE ANNEXATION OF CERTAIN REAL PROPERTY AND THE EXTENSION OF THE CORPORATE LIMITS OF HYRUM, UTAH, SUBJECT TO CERTAIN TERMS AND CONDITIONS, adopted and passed by the City Council of Hyrum, Cache County, Utah, at a regular meeting thereof on the 6th day of February, 1997, which appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said city this 13th day of March, 1997.



D. Brent Jensen
Hyrum City Recorder

blj/hyrum/bjensen.cer
N-63.43 jlh

ORDINANCE 96-14

WHEREAS, a majority of the owners of certain real property, described below, desire to annex such real property to the corporate limits of Hyrum City, Utah; said owners being the owners of at least one-third (1/3) in value of said real property as shown by the latest assessment roll; and

WHEREAS, said real property lies contiguous to the corporate boundaries of 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, the Hyrum City Council accepted the petition for annexation for the purposes of preparing a policy declaration statement; and

WHEREAS, the Hyrum City Council held a public hearing on December 7, 1995 regarding annexation of said property, following which the Council adopted Ordinance 95-11, the Policy Declaration Statement pertaining to this annexation; and

WHEREAS, Ordinance 95-13, the annexation ordinance, failed to gather the two-thirds majority vote required to adopt an annexation ordinance; and

WHEREAS, the Hyrum City Council has now agreed to reconsider annexation of this property.

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

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY AND EXTENDING THE CORPORATE LIMITS OF HYRUM CITY, UTAH.

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:

Beginning at a point located north 90°00'00" east 1365.82 feet (1265.88 feet by record) from the Southwest corner of said Section 31 being a Cache County surveyor aluminum cap monument and running along the boundary of a parcel with Tax ID No. 03-056-0013 the following seven courses thence north 1°30' west 597.30 feet more or less; thence south 85°49'21" east 235 feet; thence north 2°19'42" east 150.00 feet; thence south 85°49'21" 208.00 feet; thence north 2°19'42" east 463.72 feet more or less; thence south 88°15' east 660.00 feet more or less; thence south 1°30' west 514.80 feet more or less; thence south 1°15' west 188.1 feet to a point on the north property line of a parcel with Tax ID No. 03-056-0021; thence east along said north line 194.7 feet more or less; thence south 41.2 feet more or less to the Northwest corner of a parcel with Tax ID No. 01-058-0002; thence east 528.9 feet more or less to a point on the east right-of-way line of 1900 West Street; thence south along said north line 778.7 feet more or less to the Southwest corner of said parcel having the Tax ID No. 03-056-0013; thence north 88°34'38" west 1063.41 feet more or less (1138.5 feet by record); thence north 1°30' west 214.5 feet more or less to the point of beginning containing 37.87 acres more or less.

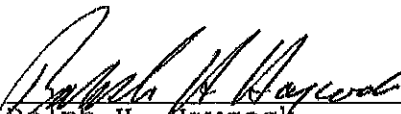
SECTION 3. That the real property described in Section 2 above shall be classified as being in the Residential R-2 zone in accordance with the provisions of Section 17.20.030 of the Hyrum City Municipal Code.

SECTION 4. This ordinance shall be effective upon the posting of three (3) copies in three (3) public places within the corporate limits of Hyrum City.

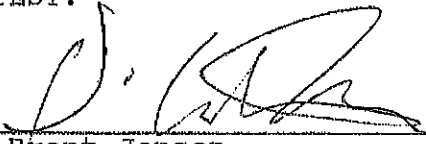
ADOPTED AND PASSED by a two-thirds (2/3) vote of the Hyrum City Council this 20th day of June, 1996.

HYRUM CITY

BY:


Ralph H. Haycock
Mayor

ATTEST:



D. Brent Jensen
City Recorder

Posted: June 25, 1996

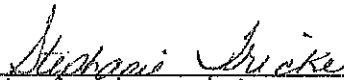
CERTIFICATE OF POSTING

STATE OF UTAH)
 : ss
COUNTY OF CACHE)

I, Stephanie Fricke, duly appointed and acting Deputy Recorder for Hyrum City, Cache County, State of Utah, do hereby certify that a copy of the foregoing is a true, complete, and correct copy of an Ordinance adopted and passed by the City Council of Hyrum City, Utah, at a regular meeting thereof, held the 20th day of June, 1996, which appears of record in the City Recorder's office. A quorum was present and acting throughout said meeting and this Ordinance is in full force and effect in the form so adopted and has not been subsequently modified, amended or rescinded. I further certify that I, on the 25th day of June, 1996 in Hyrum City, did post the attached Ordinance in a likely manner in each of three public places as follows:

Hyrum Civic Center	83 W. Main	Hyrum, Utah
Hyrum Thriftway	780 E. Main	Hyrum, Utah
First Security Bank	10 W. Main	Hyrum, Utah

In witness whereof, I have hereto set my hand this 26th day of June, 1996.



Stephanie Fricke
Deputy Recorder

(SEAL)

Ordinance 96-14

An Ordinance Annexing Certain Real Property and Extending the Corporate Limits of Hyrum City, Utah.

Resolution 95-11

A RESOLUTION ACCEPTING A PETITION FOR ANNEXATION AND AUTHORIZING THE PREPARATION OF A POLICY DECLARATION RELATIVE TO THE PROPOSED ANNEXATION.

WHEREAS, the owners of certain real property have petitioned the governing body of Hyrum City, Cache County, State of Utah that such property be annexed to the corporate boundaries of Hyrum City; and

WHEREAS, the petitioners certify they represent a majority of the owners and at least one-third in value of the real property proposed for annexation; and

WHEREAS, the petitioners further certify that said property proposed for annexation lies contiguous to the present boundaries of Hyrum City; and

WHEREAS, the petitioners have caused an accurate plat of the real property proposed for annexation to be prepared by a qualified surveyor and have filed said plat, together with the annexation petition, with the Hyrum City Recorder; and

WHEREAS, said property proposed for annexation does not lie within the boundaries of another incorporated municipality.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Hyrum City, Cache County, State of Utah that the annexation petition filed by Brad C. Wood, in behalf of High Valley LLC, et al. and attached hereto as Exhibit A, is hereby accepted for the purpose of preparing a policy declaration relative to the proposed annexation and holding such hearings and taking such other steps as prescribed by law in evaluating the merits of the proposed annexation.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this 17th day of August, 1995.

HYRUM CITY CORP.

By: Ralph H. Haycock
Ralph H. Haycock
Mayor

ATTEST:

D. Brent Jensen
D. Brent Jensen
City Recorder

BOUNDARY DESCRIPTION

A PART OF THE NORTH HALF OF SECTION 6, TOWNSHIP 10 NORTH, RANGE 1 EAST, SLB&M AND A PART OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 1 EAST, SLB&M DESCRIBED AS: BEGINNING AT A POINT LOCATED NORTH 90°00'00" EAST 1365.82 FEET (1265.88 FEET BY RECORD) FROM THE SOUTHWEST CORNER OF SAID SECTION 31 BEING A CACHE COUNTY SURVEYOR ALUMINUM CAP MONUMENT AND RUNNING ALONG THE BOUNDARY OF A PARCEL WITH TAX ID NO 03--056--0013 THE FOLLOWING SEVEN COURSES THENCE NORTH 1°30' WEST 597.30 FEET MORE OR LESS; THENCE SOUTH 85°49'21" EAST 235 FEET; THENCE NORTH 2°19'42" EAST 150.00 FEET; THENCE SOUTH 85°49'21" 208.00 FEET; THENCE NORTH 2°19'42" EAST 463.72 FEET MORE OR LESS; THENCE SOUTH 88°15' EAST 660.00 FEET MORE OR LESS; THENCE SOUTH 1°30' WEST 514.80 FEET MORE OR LESS; THENCE SOUTH 01°15' WEST 188.1 FEET TO A POINT ON THE NORTH PROPERTY LINE OF A PARCEL WITH TAX ID NO. 03--056--0021; THENCE EAST ALONG SAID NORTH LINE 194.7 FEET MORE OR LESS; THENCE SOUTH 41.2 FEET MORE OR LESS TO THE NORTHWEST CORNER OF A PARCEL WITH TAX ID NO 01--058--0002; THENCE EAST 528.9 FEET MORE OR LESS TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 1900 WEST STREET; THENCE SOUTH ALONG SAID EAST LINE 585.7 FEET MORE OR LESS TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 101; THENCE WESTERLY ALONG SAID NORTH LINE 778.7 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF SAID PARCEL HAVING THE TAX ID NO. 03--056--0013; THENCE NORTH 88°34'38" WEST 1063.41 FEET MORE OR LESS (1138.5 FEET BY RECORD); THENCE NORTH 1°30' WEST 214.5 FEET MORE OR LESS TO THE POINT OF BEGINNING. CONTAINING 37.87 ACRES MORE OR LESS.



#13rd WOOD 4545140 240000
752-3771 A uson lll 84335
770-2994

ANNEXATION PETITION

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

The undersigned real property owners submit to you this petition for annexation and respectfully represent:

1. That this petition is made pursuant to the requirements of Section 10-2-416 Utah Code Annotated, 1953 as amended.

2. That the property subject of this petition lies contiguous with part of the present West boundary of Hyrum City Corporate Limits and is particularly described by metes and bounds as described on Appendix A.

3. That your petitioners represent a majority of the real property owners of the described property on Appendix A and are owners of not less than one-third in value of the real property as shown by the last assessment rolls, of the territory described therein and shown in the plat herewith submitted and Petitioners desire to annex the same to Hyrum City and include the same within the City's corporate limits.

4. That they have caused an accurate plat of the attached description of real property to be made by a competent, licensed surveyor and said plat, certified by said surveyor or engineer, is filed herewith.

5. The territory is not included within the boundaries of another incorporated municipality.

WHEREFORE, your Petitioners pray that this Petition be considered by you at the next regular meeting of the City Council of Hyrum City, or as soon thereafter as possible. And that a resolution be adopted as required by law accepting this Petition of Annexation; and that you take such other annexation and extension of Corporate limits.

Request annexation to be zoned R-2

Dated this 21 day of July, 1995

Respectfully submitted,

<u>High Valley UC</u>	<u>26.485</u>	<u>\$42,195⁰⁰</u>
<u>Erma A. Furness</u>	No. of Acres	Assessed Value
<u>Erma A. Furness</u>	<u>3.62</u>	<u>\$139,810⁰⁰</u>
<u>Raymond J. Joseph</u>	<u>2.89</u>	<u>\$115,603⁰⁰</u>
<u>Donald L. Smith</u>	<u>3.17</u>	<u>\$103,990⁰⁰</u>
<u>See Page 2</u>	<u>59</u>	<u>\$15,166⁰⁰</u>

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MINUTES OF THE REGULAR CITY COUNCIL MEETING HELD FEBRUARY 6, 1997, AT THE CIVIC CENTER, 83 WEST MAIN, HYRUM, UTAH.

CONVENED: 7:30 P.M.

CONDUCTING: Mayor Ralph H. Haycock

ROLL CALL: Councilmembers Bruce O. James, J. Dennis Leishman, Bonnie F. Nielsen, and Gordon M. Olson present. Councilmember Larry G. Gittins arrived at 8:15 p.m.

CALL TO ORDER: There being four members present and four members representing a quorum, Mayor Haycock called the meeting to order.

OTHERS PRESENT: PWD Derle Nielsen, Zoning Administrator Tom LaBau, and about 30 citizens. Secretary Garnett James recorded the minutes.

WELCOME: Mayor Haycock welcomed everyone in attendance and invited audience participation.

PLEDGE OF ALLEGIANCE: Shanie Wilson led the governing body and the citizens in the Pledge of Allegiance.

INVOCATION: Mayor Ralph H. Haycock

MINUTES: The minutes of January 16, 1997 were amended as follows:

Mayor Haycock recommended on page 124, Paragraph 2, change "Mayor

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Haycock asked for a question on the motion" to "Councilmember Olson asked for a question on the motion".

Councilmember Nielsen recommended on page 118, Paragraph 9, to quote her exact words.

Councilmember James made a motion to adopt the minutes of January 16, 1997 as amended. Councilmember Olson seconded the motion and all four councilmembers present voted aye.

AGENDA ADOPTION: A copy of the notice and agenda for this meeting was FAXED to The Herald Journal, and mailed to each member of the governing body, and posted at the Civic Center more than forty-eight hours before meeting time.

Councilmember Nielsen made a motion, which Councilmember James seconded, to adopt the agenda as written. All four councilmembers present voted aye.

AGENDA

PUBLIC HEARING:

A. Annexation of property owned by High Valley, LLC, and others at 300 North 1900 West.

SCHEDULED DELEGATIONS:

A. Cache County Sheriff Sid Groll - To discuss Hyrum City's law enforcement contract.

INTRODUCTION AND ADOPTION OF RESOLUTIONS AND ORDINANCES:

A. Ordinance 97-01 - An ordinance amending sections 16.04.080, et

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- al. of Title 16 of the Hyrum City Municipal Code.
- B. Ordinance 97-02 - An ordinance amending section 17.04.040, et al. of Title 17 of the Hyrum City Municipal Code.
- C. Ordinance 97-03 - An ordinance ratifying and amending Ordinance 96-14, which annexes the real property owned by High Valley, LLC, and others at 300 North 1900 West, subject to certain conditions.
- D. Ordinance 97-04 - An ordinance setting assessment fees for Special Improvement District #1.

OTHER BUSINESS:

- A. Appointments to Power Board.
- B. Appointment to Board of Adjustment.
- C. Review procedures for renewing Business Licenses and Conditional Use Permits.
- D. Wapiti Bluff Estates U.D.O.T. agreement.
- E. Renovation of Fire Station.
- F. City Administrator position.
- G. Approval of invoices and disbursements.
- H. Sewer extension on 400 South.

ADJOURNMENT

PUBLIC HEARING:

ANNEXATION OF PROPERTY OWNED BY HIGH VALLEY, LLC, AND OTHERS AT 300 NORTH 1900 WEST.

City Attorney Bruce Jorgensen reviewed the conditions for annexation stated in Ordinance 97-03. These conditions were decided by negotiations between U.D.O.T. and High Valley, LLC. Ordinance 97-03 amends

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Ordinance 96-14 that was adopted in June 1996.

Attorney Jorgensen said one of the conditions is there will not be any houses facing the highway.

Tom LaBau said he was concerned about the backyards facing the highway because back yards are not usually as well taken care of as front yards.

Kim Riding said he would like sidewalks along the highway for safety reasons. He said if the backyards face the highway then sidewalks will probably not be constructed.

Councilmember Nielsen said UDOT requires sidewalks.

Ann Morrison said she is concerned about the entrances to the development and how that will affect their use of a lane to their house. She said there was no consideration at all for the people already living there.

Tim Brown said the road is a Cache County road and Cache County has a 30 foot right-of-way on each side.

Attorney Jorgensen said the road is not a deeded road. It has been established by use and when it is established by use it is the width it is established with.

Kim Riding said it would be nice if there was one access and the subdivision made a nice road. He said he would like the conditions to apply to the whole annexation not just the property owned by High Valley. He said High Valley may decide to develop more property at a later date and if they did,

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they should follow the same conditions.

Attorney Jorgensen said he would propose that the Council deal with that on a one by one situation.

Henry Crane, from High Valley, LLC, said they don't anticipate being interested in developing any more. There are only ten acres left and there are five homes on that ten acres.

Kent Morrison asked about the irrigation ditches.

Attorney Jorgensen said the ditches cannot be closed. They will put pipes in or leave them open.

Kent Morrison asked about the overlap on property. New surveying methods show a discrepancy on property lines.

Attorney Jorgensen said that is a dispute between individuals and has nothing to do with the City. The annexation was based on the survey that was submitted and the City cannot get involved with property-line decisions.

Kim Riding said he is concerned about drainage. If it is not taken care of properly it could create a real safety hazard for children.

Attorney Jorgensen said the City has subdivision ordinances and they have to be followed.

Kim Riding asked the City Council to consider some of the requests that had

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been made before the ordinance is approved.

Henry Crane said Kim Riding is a neighbor to the property and he had been against the development all along. He said Mr. Riding is not a City resident and asked if the City should listen to his concerns.

Kent Morrison said when the property was annexed they were led to believe property was all that was being annexed and the zoning, plat development, and subdivision would be addressed at another time. Kent said, "It appears to me from what Bruce said earlier you have been in closed session, you have negotiated some kind of an agreement to fix something that wasn't right to begin with." He said, "It really appears to me that the Council is taking an easy way out, instead of doing what's right, they are doing what is going to maybe keep their butts out of a law suit."

Bruce Jorgensen said the approach that has been taken is a correct approach and if the council feels so inclined it is a decent approach.

Darlene Brown said the City sent a survey around a few years ago asking for input from the citizens. Most of the people surveyed wanted Hyrum to remain a country setting. She said citizens' opinions seem to be ignored when a developer comes in.

Bob Clines said he bought his house because he was impressed with the rural area. He said the subdivision will lower the value of his house. He said with all the new homes coming into Hyrum there will be more crime.

Leon Savage said there are four ditches cutting across the subdivision property that will have to be maintained.

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Mr. Crane said High Valley will do everything they can to keep the irrigation ditches. He said they have a legal obligation.

Attorney Jorgensen said High Valley has to respect the rights of the water owners and the ditch owners.

Councilmember James said he knows there are times when the Council is perceived as people who don't listen and don't care. There are times that the community expects more than the Council can give. The laws have to be followed and things cannot be included in City ordinances that interfere with the law. The Council cannot break the law to satisfy the citizens. He said, "We can't make laws to break laws."

Marlene Lindley said she and her husband are neighbors with the Morrisons and the Ridings and she appreciated the comments they made. She said she thinks their comments are good comments for Hyrum City.

The public hearing was closed at 8:27 p.m..

SCHEDULED DELEGATIONS:

CACHE COUNTY SHERIFF SID GROLL - TO DISCUSS HYRUM CITY'S LAW ENFORCEMENT CONTRACT.

Lieutenant Lynn Nielsen, representing the Cache County Sheriff's Office, discussed Hyrum City's law enforcement contract.

Lynn gave the year end report. He said incidents in the County have increased from 4,137 in 1993 to 6,141 in 1996. Incidents in Hyrum

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increased from 1,100 in 1995 to 1,334 in 1996.

There are 83,000 people in the county now. An increase in population usually increases crime.

There were 15 deputies in 1979 and they have only increased by three since that time.

There are three deputies assigned to the schools in the valley. There were 202 incidents with 128 arrests at the schools in 1996.

Lynn said all police forces in the area have joined together to try to control gangs.

Lynn said the hours contracted by Hyrum City are right in line. It is now mid-year and one-half of the hours have been used.

Bob Clines asked how the statistics for Hyrum City compare to those of the other cities in the County.

Mayor Haycock said he likes to compare Hyrum with Smithfield because they are the about the same size and Hyrum City is about the same as Smithfield as far as incidents.

Councilmember Olson said the incidents have consistently gone up but the citations have gone down.

Lynn said the deputies are spending more time on follow up and

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investigating incidents so therefore they don't have as much time to patrol.

INTRODUCTION AND ADOPTION OF RESOLUTIONS:

ORDINANCE 97-01 - AN ORDINANCE AMENDING SECTIONS 16.04.080,
ET AL. OF TITLE 16 OF THE HYRUM CITY MUNICIPAL CODE.

Councilmember Nielsen asked if the ordinance says all lots in a mini-subdivision have to have curb and gutter.

Councilmember James said it states that curb and gutter "may" be required.

Councilmember Nielsen said the previous ordinance had stated "shall".

Councilmember James made a motion to approve Ordinance 97-01, an ordinance amending sections 16.04.080, et al. of Title 16 of the Hyrum City Municipal Code. Councilmember Olson seconded the motion and all five councilmembers voted aye.

Ordinance 97-01 was marked Exhibit A and made part of the minutes by reference.

ORDINANCE 97-02 - AN ORDINANCE AMENDING SECTION 17.04.040,
ET AL. OF TITLE 17 OF THE HYRUM CITY MUNICIPAL CODE.

Councilmember Gittins said on page 5 it says "insert chart" but there is not a chart inserted. He said he didn't want to approve it without the chart.

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Zoning Administrator LaBau said it refers to putting R-2D back on the use chart. The purpose of the changes are to make the chapter and the use chart compatible.

Councilmember James made a motion to table Ordinance 97-02, an ordinance amending section 17.040.040, et al. of Title 17 of the Hyrum City Municipal Code until it is presented in the complete form. Councilmember Nielsen seconded the motion and all five councilmembers voted aye.

ORDINANCE 97-03 - AN ORDINANCE RATIFYING AND AMENDING ORDINANCE 96-14, WHICH ANNEXES THE REAL PROPERTY OWNED BY HIGH VALLEY, LLC, AND OTHERS AT 300 NORTH 1900 WEST, SUBJECT TO CERTAIN CONDITIONS.

Bruce Jorgensen said it has occurred that there is some historic drainage on the property. He would not like to impose on High Valley the necessity to have to get permission on the historic drainage. He would like to make a change to the document under Sub-paragraph B, Page 4, Sentence 2 and 4, by adding "if necessary" at the end of the sentence and in the last sentence adding "is necessary and" after the word "permission".

Councilmember Nielsen said she would be concerned about how "necessary" is defined.

Bruce Jorgensen said the city should not be in the position to enforce the irrigation company's rules. He said if they need to get permission they will get it but if they don't need to get it then they won't have to. The way it

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read before they would always be required to get permission.

Derle Nielsen said High Valley should be talking to the irrigation companies.

Councilmember James made a motion to approve Ordinance 97-03, an ordinance ratifying and amending Ordinance 96-14, which annexes the real property owned by High Valley, LLC, and others at 300 North 1900 West, subject to certain conditions and with the following changes recommended by Attorney Bruce Jorgensen: On page 4, Sub-paragraph B, Sentence 2 and 4, add "if necessary" at the end of the sentence and in the last sentence add "is necessary and" after the word "permission". Councilmember Olson seconded the motion and Councilmembers James, Leishman, Nielsen, and Olson voted aye. Councilmember Gittins voted nay.

Ordinance 97-03 was marked Exhibit B and made part of the minutes by reference.

ORDINANCE 97-04 - AN ORDINANCE SETTING ASSESSMENT FEES FOR SPECIAL IMPROVEMENT DISTRICT #1.

Mayor Haycock said he understands the people in this district are very satisfied with this ordinance.

Councilmember Nielsen made a motion to approve Ordinance 97-04, an ordinance setting assessment fees for Special Improvement District #1. Councilmember Leishman seconded the motion and all five councilmembers voted aye.

Ordinance 97-04 was marked Exhibit C and made part of the minutes by

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reference.

OTHER BUSINESS:

APPOINTMENTS TO POWER BOARD.

Mayor Haycock said he had talked to Gary Clawson, Reece Nielsen, Douglas Stipes and Terry Miller and they were all willing to serve on the Power Board.

Councilmember James made a motion to appoint Gary Clawson for a one year term, Reece Nielsen for a two year term,, Douglas Stipes for a three year term, Terry Miller for a four year term, and Ralph Haycock for a five year term on the Power Board.

Councilmember Olson said it is his understanding that Mayor Haycock serves for five years even if he is no longer mayor and the mayor or a councilmember would be added to the board.

Councilmember Nielsen said, "I don't have the power board ordinance in front of me right now but I thought that the mayor or the city councilmember served during their term of office."

Mayor Haycock said he had read the ordinance very carefully.

Councilmember Nielsen said, "So, you are saying if you are mayor or not you are still on for a five year term."

Mayor Haycock said that is correct.

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Councilmember Olson seconded the motion and all five councilmembers voted aye.

APPOINTMENT TO BOARD OF ADJUSTMENT

Councilmember Gittins said Kelly Johnson had been an alternate for the Board of Adjustments and he had agreed to be a full time member.

Councilmember Gittins made a motion to appoint Kelly Johnson to the Board of Adjustments. Councilmember Leishman seconded the motion and all five councilmembers voted aye.

REVIEW PROCEDURES FOR RENEWING BUSINESS LICENSES AND
CONDITIONAL USE PERMITS.

Councilmember Gittins asked what process the City has to review business licenses and conditional use permits.

Councilmember Nielsen said the ordinance requires a review of conditional use permits every two years.

Mayor Haycock suggested having conditional use permit holders resubmit every two years. That way they would be reviewed and statistics could be provided.

Councilmember James asked if there was a circumstance where the city did not review a conditional use permit and it grew, then what happens when you discover they have been operating incorrectly for several years.

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Bruce Jorgensen said the City has the prerogative to revoke a conditional use permit. He suggested setting up a schedule so conditional use permits are reviewed every two years. They could be spread throughout the whole year. He said the Planning Commission is the one that should oversee conditional use permits because they approve them.

Tom LaBau said the current conditional use permit applications do not list the conditions. He is in the process of preparing a form that would list the conditions. The only way to know the conditions of previous conditional use permits and who has conditional use permits is to go back through all the minutes of the Planning Commission.

WAPITI BLUFF ESTATES U.D.O.T. AGREEMENT.

Councilmember Nielsen said Stephanie Fricke has been appointed as the coordinator between UDOT and Hyrum City.

Councilmember Nielsen said Wapiti Bluff Estates and U.D.O.T. have made an agreement on the highway access of Wapiti Bluff Estates.

RENOVATION OF FIRE STATION.

Councilmember Leishman said the City budgeted to do some renovation of the fire station. He said the fire department needs a facility for protection from contamination. There are four areas needed: disinfecting, cleaning, storage, and personal area. The plan is to make these additions in the southeast corner of the current fire building. It would require 12 to 14 feet.

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Councilmember James said if the City is going to do it, then it ought to be done right.

Councilmember Leishman said there needs to be individual compartments for each area. He reviewed what is needed in each area.

Councilmember James said there needs to be a place found for the water department's supplies.

PWD Derle Nielsen said that the City is going to grow so it might as well be done right and allow for growth.

Councilmember Nielsen made a motion to proceed to determine the needs and visit North Logan's and Lewiston's fire station and come back with specific plans for what is required and the space and all those details. Councilmember Olson seconded the motion.

Councilmember James said if it is necessary to move the water department then he would like that part of the motion.

Mayor Haycock said there is no question that Derle's operation needs to be down to the new building.

Mayor Haycock called for a vote on the motion.

Councilmembers Gittins, Leishman, Nielsen and Olson voted aye. Councilmember James voted nay.

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CITY ADMINISTRATOR POSITION.

Councilmember Olson said the Council really needs to move forward on the City Administrator position. He said he thinks it ought to be an administrative appointment, not an ordinance.

Councilmember Olson made a motion to move forward in an expedient manner to create the position of City Administrator appointed by the mayor and approved by the Council, not a position created by ordinance. Councilmember James seconded the motion and all five councilmembers voted aye.

APPROVAL OF INVOICES AND DISBURSEMENTS.

Councilmember James said on #20220 the amount would be \$100 instead of \$125 if it is paid by February 11, 1997.

Councilmember Gittins asked what #20211 was for.

PWD Nielsen said it was for power poles.

Councilmember Nielsen made a motion to pay bills numbered 20149 through 20240. Councilmember James seconded the motion and all five councilmembers voted aye.

SEWER EXTENSION ON 400 SOUTH.

Councilmember Nielsen said she wonders about the legality of charging someone for an extension that goes beyond their connection. She said the City needs a legal opinion on the ordinance.

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George Thigpen said his 10' x 20' building is not worth what it would cost to hook to the sewer.

Mayor Haycock said the state law says if you are within 300 feet you have to connect.

Councilmember Olson said it may be legal but is it fair.

Councilmember Nielsen said if you enforce one, you have to enforce them all.

Bruce Jorgensen was asked to look at the ordinance and give advice.

LaVon McBride said he has been trying for two weeks to get a building permit and he is willing to pay for his two hookups. He said there are six participants right now and that includes his two and he is willing to pay those two hookups. He asked to pay two-sixth of the extension fee and then if there is a change it could be taken care of later.

Councilmember Olson made a motion to suspend the action that was directed in the letters until a legal opinion can be received from the attorney and then the fees will be reassessed in the fairest manner possible. Councilmember Nielsen seconded the motion and all five councilmembers voted aye.

Councilmember Nielsen made a motion to allow LaVon McBride to proceed with his building and he has agreed to pay his share of the extension costs

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which will be determined when the legal opinion is rendered. Councilmember Olson seconded the motion and all five councilmembers voted aye.

ADJOURNMENT

There being no further business before the Council, Councilmember James moved and Councilmember Leishman seconded the motion to adjourn Council meeting at 10:12 p.m.. All five councilmembers voted aye.

Ralph H. Haycock
Mayor

ATTEST:

D. Brent Jensen
City Recorder

Approved: March 6, 1997
as written

* * * * *

COUNCIL MEETING CONT.

JULY 15, 1999

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MINUTES OF THE REGULAR CITY COUNCIL MEETING HELD JULY 15, 1999, AT THE CIVIC CENTER, 83 WEST MAIN, HYRUM, UTAH.

CONVENED: 7:30 P.M.

CONDUCTING: Mayor Gordon M. Olson

ROLL CALL: Councilmembers Dixie L. Clawson, Larry G. Gittins, and Douglas L. Stipes present.

EXCUSED: Councilmembers Bruce O. James and J. Dennis Leishman.

CALL TO ORDER: There being three members present and three members representing a quorum, Mayor Olson called the meeting to order.

OTHERS PRESENT: City Administrator D. Brent Jensen, Zoning Administrator Tom LaBau, and twenty-six citizens. City Recorder Stephanie Fricke recorded the minutes.

WELCOME: Mayor Olson welcomed everyone in attendance and invited audience participation.

Mayor Olson explained the voting process when only three Councilmembers are present. In order for the Council to approve or adopt any item, State law requires all three members to vote in favor of it, or the motion will not pass.

PLEDGE OF ALLEGIANCE: Councilmember Stipes led the governing body and the citizens in the Pledge of Allegiance.

INVOCATION: Councilmember Gittins

APPROVAL OF MINUTES:

Councilmember Stipes recommended on Page 79, Paragraph 4, Sentence 2 adding AIn Ordinance 99-15, Section 17.12.015 Alternate Member, after the words >unless a member of the Planning Commission is not in attendance= omit >and the alternate member has been asked to participate by the Chairman= from the ordinance.@

ACTION

Councilmember Gittins made a motion to approve the minutes of the City Council Meeting held May 20, 1999 as amended. Councilmember Clawson seconded the motion and all three councilmembers present voted aye.

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JULY 15, 1999

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ACTION

Councilmember Stipes made a motion to approve the minutes of the City Council Meeting held June 17, 1999 as written. Councilmember Gittins seconded the motion and all three councilmembers present voted aye.

AGENDA ADOPTION: A copy of the notice and agenda for this meeting was FAXED to The Herald Journal, and mailed to each member of the governing body, and posted at the Civic Center more than forty-eight hours before meeting time.

Councilmember Stipes recommended removing agenda item 9D and 9E an excavation permit ordinance and resolution. The City Council agreed to hold a workshop on these two items at the January 21, 1999 City Council meeting. A workshop has not been held and there are still some items of concern that need to be addressed before these items are approved.

City Administrator D. Brent Jensen recommended removing item 12B. Weight limit signs on Anderson Avenue, because the problem has been resolved.

ACTION

Councilmember Gittins made a motion to adopt the agenda as amended. Councilmember Clawson seconded the motion and all three councilmembers present voted aye.

AGENDA

8. PUBLIC HEARING

1. The purpose of this hearing is to receive public comment on the following:
 1. Amending Title 17 (the Zoning Ordinance) of the Hyrum City Municipal Code to establish provisions for deviations of minimum setbacks for accessory buildings and to allow attached garage fronts forward of a home=s front wall.
 2. Annexation of approximately 3 acres located on the east side of State Highway 165 (800 East) between 250 North and 350 North.
 3. Changing the name of 380 North street in the Ridgecrest Subdivision to Ridgecrest Circle.

9. INTRODUCTION AND ADOPTION OF RESOLUTIONS AND ORDINANCES:

1. Ordinance 99-18 - An ordinance amending the Municipal Zoning Map and annexing certain real property and extending the corporate limits of Hyrum City, Utah.
- B. Ordinance 99-19 - An ordinance amending Section 17.28.040 of Title 17 (the Zoning Ordinance) to establish provisions for deviations of minimum setbacks for

accessory buildings.

- C. Ordinance 99-20 - An ordinance renaming 380 North street in Hyrum City=s Ridgecrest Subdivision to Ridgecrest Circle.
- ~~D. Ordinance 99-01 B An ordinance adding Chapter 12.24 to Title 12 (the Excavation Permit Ordinance) of the Hyrum City Municipal Code.~~
- ~~E. Resolution 99-03 B A resolution setting excavation permit fees as established by Section 12.24.050 of the Hyrum City Municipal Code.~~
- F. Resolution 99-17 - A resolution authorizing the execution and delivery of a Power Supply Agreement with Utah Associated Municipal Power Systems; and related matters.

10. SCHEDULED DELEGATIONS:

- 1. Jennifer Davies - To request a Home Occupation Business License for a hair salon at 825 West 150 North.
- B. Bob & Karen Jensen - To request a Home Occupation Business License to sell and service appliances at 145 North 800 East.
- C. Lee Gyllenskog, Utah State Parks - To request ANo Parking@ signs be posted at the intersection of 400 West and 300 South.
- D. Carol Dee Petersen, Ms. Senior Utah - To request sponsorship for the Ms. Senior America Pageant.
- E. Leon Savage - To request approval of a five-lot mini-subdivision located at approximately 200 North and 500 West.
- F. Gaylen & Arlene Jensen - To discuss the property located next to the northeast corner of High Valley Subdivision.

.. HEARING:

- 1. Robert L. Baxter B To object to the notice to abate nuisance from the real property located at 95 East Main.

12. OTHER BUSINESS:

- A. Proposal for relocation of Westridge Subdivision=s irrigation system.
- ~~B. Weight limit signs on Anderson Avenue.~~
- C. Approval of subdivision design standards and construction specifications for Hyrum City.
- D. Rental of gazebo and building deposits.
- E. Irrigation water rationing.
- F. Approval of Y2K statement.
- G. Miss Cache Valley Logan Scholarship Program.
- H. Mayor and City Council reports.
- I. Approval of invoices and disbursements.

13. ADJOURNMENT

PUBLIC HEARING:

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AMENDING TITLE 17 (THE ZONING ORDINANCE) OF THE HYRUM CITY MUNICIPAL CODE TO ESTABLISH PROVISIONS FOR DEVIATIONS OF MINIMUM SETBACKS FOR ACCESSORY BUILDINGS AND TO ALLOW ATTACHED GARAGE FRONTS FORWARD OF A HOME=S FRONT WALL.

Mayor Olson opened the public hearing for comments at 7:45 p.m.

The Planning Commission recommended changing the ordinance to establish provisions for deviations of minimum setbacks for accessory buildings and to allow attached garage fronts forward of the home=s front wall. The Planning Commission will consider structure design, landscaping, proximity to neighboring dwellings and other pertinent data if a request is made for an accessory building to be located closer than 10 feet to the rear of main building.

Dennis Ostermiller said the current ordinance specifies an accessory building must be setback a minimum of 10 feet from the rear of the main building. He said the application of this standard leaves some inconsistencies. Shapes of homes vary and the setback from the street varies. He would like to see the code modified to allow an accessory building to be located closer than 10 feet from the rear of the main building.

ANNEXATION OF APPROXIMATELY 3 ACRES LOCATED ON THE EAST SIDE OF STATE HIGHWAY 165 (800 EAST) BETWEEN 250 NORTH AND 350 NORTH.

Pastor James H. Herod with the Emanuel Baptist Church submitted a petition for annexation of approximately 3 acres of real property located on the east side of State Highway 165 (800 East) between 250 North and 350 North. The City Council passed resolution 99-12 accepting Herod=s petition for annexation on May 25, 1999. Also on May 25, 1999 the Hyrum City Council received the required Notice of Certification from the City Recorder certifying that the petition met the requirements of State law. The forty day protest period has expired and there were no written protests to the annexation petition filed.

The property owner has requested Commercial (C-1) Zoning if annexed. The property is adjacent to an existing Commercial Zone.

CHANGING THE NAME OF 380 NORTH STREET IN THE RIDGECREST SUBDIVISION TO RIDGECREST CIRCLE.

Paul James submitted a petition to change the name of 380 North Street in the Ridgecrest Subdivision to Ridgecrest Circle. There have been problems with emergency vehicles not being able to locate the homes on 380 North Ridgecrest in a timely manner. The name change has been requested to enhance safety for the residents on this street.

If the name of the street is changed, the street sign should have both Ridgecrest Circle and 380 North on it.

After no further comments, Mayor Olson closed the public hearing at 8:10 p.m.

INTRODUCTION AND ADOPTION OF RESOLUTIONS AND ORDINANCES:

ORDINANCE 99-18 - AN ORDINANCE AMENDING THE MUNICIPAL ZONING MAP AND ANNEXING CERTAIN REAL PROPERTY AND EXTENDING THE CORPORATE LIMITS OF HYRUM CITY, UTAH.

ACTION

Councilmember Stipes made a motion to adopt Ordinance 99-18 amending the municipal zoning map and annexing certain real property and extending the corporate limits of Hyrum City, Utah; Ordinance 99-19 amending section 17.28.040 of Title 17 (the Zoning Ordinance) to establish provisions for deviations of minimum setbacks for accessory buildings; and Ordinance 99-20 renaming 380 North street in Hyrum City=s Ridgecrest subdivision to Ridgecrest Circle. Councilmember Gittins seconded the motion and all three councilmembers present voted aye.

ORDINANCE 99-19 - AN ORDINANCE AMENDING SECTION 17.28.040 OF TITLE 17 (THE ZONING ORDINANCE) TO ESTABLISH PROVISIONS FOR DEVIATIONS OF MINIMUM SETBACKS FOR ACCESSORY BUILDINGS.

Ordinance 99-19 was included in the motion adopting Ordinance 99-18 and 99-20 (see above motion).

ORDINANCE 99-20 - AN ORDINANCE RENAMING 380 NORTH STREET IN HYRUM CITY=S RIDGECREST SUBDIVISION TO RIDGECREST CIRCLE.

Ordinance 99-20 was included in the motion adopting Ordinance 99-18 and 99-19 (see above motion).

RESOLUTION 99-17 - A RESOLUTION AUTHORIZING THE EXECUTION AND

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DELIVERY OF A POWER SUPPLY AGREEMENT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

Resolution 99-17 approves an agreement that will allow Hyrum City to enter into firm transactions as determined by Hyrum City's UAMPS Representative.

■ Councilmember Gittins made a motion to adopt Resolution 99-17 authorizing the execution and delivery of a power supply agreement with Utah Associated Municipal Power Systems; and related matters. Councilmember Stipes seconded the motion and all three councilmembers present voted aye.

SCHEDULED DELEGATIONS:

JENNIFER DAVIES TO REQUEST A HOME OCCUPATION BUSINESS LICENSE FOR A HAIR SALON AT 825 WEST 150 NORTH.

Jennifer Davies requested a Home Occupation Business License for a hair salon at 825 West 150 North. Construction of the home has not been started, but the architectural plan for the home has been completed and it includes a room for the hair salon. The salon will be to the rear of the garage. There is a door in the salon that enter/exits into the garage and another door that enter/exits into the home.

Before the home is built, the Cache County Building Department should be informed there will be a salon in that room. The County can then provide building inspection and fire inspection for a salon.

Councilmember Clawson made a motion to approve a Home Occupation Business License for Jennifer Davies at 825 West 150 North for a hair salon with the stipulation that the Cache County Building Department be informed about the salon for proper inspections.

Councilmember Gittins seconded the motion and all three councilmembers present voted aye.

BOB & KAREN JENSEN TO REQUEST A HOME OCCUPATION BUSINESS LICENSE TO SELL AND SERVICE APPLIANCES AT 145 NORTH 800 EAST.

Bob Jensen requested a Home Occupation Business License to sell and service appliances at 145 North 800 East. Bob currently has a repair shop for appliances on Main Street in Hyrum, but he does not have

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enough business to justify keeping the repair shop open. He would like to move his business to his home. He has a garage that is attached to the home that he will use as his repair shop. Most of his business is conducted at the customer=s home. 800 East is a very busy road and the driveway would not provide sufficient parking for his business. Instead of Bob=s customers parking on 800 East, it would be better if they parked on Park Drive.

ACTION

Councilmember Stipes made a motion to approve a Home Occupation Business License for Bob and Karen Jensen at 145 North 800 East to sale and service appliances with the condition that a hard surface or gravel parking lot for at least one car on Park Drive be provided. Councilmember Clawson seconded the motion

Councilmember Gittins recommended amending Councilmember Stipes motion to include that the business license be reviewed in one year to see if a parking space is needed.

Councilmember Stipes denied Councilmember Gittins recommendation.

Mayor Olson called for a question on the motion and all three councilmembers present voted aye.

LEE GYLLENSKOG, UTAH STATE PARKS TO REQUEST ANO PARKING@ SIGNS BE POSTED AT THE INTERSECTION OF 400 WEST AND 300 SOUTH.

Lee Gyllenskog with Utah State Parks requested ANo Parking@ signs be posted at the intersection of 400 West and 300 South. Hyrum Dam provides enough parking spaces for the visitors to park either inside the park or in the parking lot provided by Hyrum Dam at 400 West and 280 South. There is not a parking fee charged to the vehicles that park in the lot on 400 West.

The intersection of 400 West and 100 South is a dangerous intersection when cars are parked to the side of the road. The parked cars interfere with the view of drivers on 400 West turning east.

ACTION

Councilmember Gittins made a motion to post ANo Parking@ signs at the intersection of 400 West and 300 South. Councilmember Stipes seconded the motion and all three councilmembers present voted aye.

CAROL DEE PETERSEN, MS. SENIOR UTAH TO REQUEST SPONSORSHIP FOR THE MS. SENIOR AMERICA PAGEANT.

Carol Dee Petersen was not in attendance but, during the June 17 Council Meeting, she requested sponsorship from Hyrum City for the Ms. Senior America Pageant.

Carol Dee Petersen, a Hyrum resident, was named Ms. Senior Utah in a pageant held June 11 and 12, 1999. She will represent Utah in a the national pageant on September 19, 1999 in Las Vegas.

ACTION

Councilmember Gittins made a motion to approve a \$500 donation to Carol Dee Petersen for her participation in the Ms. Senior America Pageant. Councilmember Clawson seconded the motion and all three councilmembers present voted aye.

LEON SAVAGE TO REQUEST APPROVAL OF A FIVE-LOT MINI-SUBDIVISION LOCATED AT APPROXIMATELY 200 NORTH AND 500 WEST.

The Hyrum City Planning Commission made the following recommendations upon approval of Leon and Paula Savage=s five-lot mini-subdivision to be located at 200 North 500 West:

1. Hyrum City pay the entire cost to pipe the irrigation ditch in front of four lots.
2. The developer pay the entire cost to install sidewalk in front of four lots.
3. Hyrum City and the developer split the cost for the improvements of the road running west on 200 North in front of the proposed mini-subdivision. The road should include the following improvements:
 1. A minimum 60 foot turn about, unpaved, at the end of the mini-subdivision.
 2. The bump in the road be leveled out.
 3. Meet current construction specifications.
4. Hyrum City will pay to extend the water, sewer and electric lines.

The following is a list of estimated construction costs for utilities to be extended from 200 North Street 400 feet West from 500 West Street:

Storm drainage system	\$14,000
Water line & valves	\$ 9,140
Sewer line & manholes	\$ 7,650
Fire hydrant & valve	\$ 1,500
Electric line & transformer	\$ 5,659
Road	\$14,844
TOTAL	\$52,793

Hyrum City=s current ordinance requires the City to provide line extensions for water, sewer and power. The City is responsible to run the main lines and the laterals are run by the property owner.

A discussion ensued to whether or not the City should require the road to be paved and if so if the City should participate in the cost or pay for the entire road. There are other areas in Hyrum where homes front an unpaved road. Hyrum City has a priority list of roads that need to be paved. It would not be fair to the residents on those unpaved roads for the City to pay to pave a road for new homes to be built.

ACTION

Councilmember Stipes made a motion to approve a five-lot mini-subdivision for Leon and Paula Savage located at approximately 200 North and 500 West with the following stipulations: Hyrum City will extend the water, sewer and electric lines in accordance with the Hyrum City Municipal Code; Hyrum City will provide a fire hydrant and valve; Hyrum City will pipe the drainage ditch from in front of the four lots to the feeder canal; the road in front of the four lots will not be paved at this time, instead it will be placed on Hyrum City=s list of roads that need to be paved; the developer will install sidewalk in front of the four building lots; and the developer will provide Hyrum City an easement across the property to maintain the drainage pipe. Councilmember Gittins seconded the motion and all three councilmembers present voted aye.

The Planning Commission is reviewing the mini-subdivision ordinance to require all mini-subdivisions to be on a paved street.

GAYLEN & ARLENE JENSEN- TO DISCUSS THE PROPERTY LOCATED NEXT TO THE NORTHEAST CORNER OF HIGH VALLEY SUBDIVISION.

Gaylen Jensen owns a piece of property located next to the northeast corner of High Valley Subdivision. He would like to build a home on the property, but he cannot get a building permit. Hyrum City=s Municipal Code requires a building lot to have at least 99' of frontage on a street. The property does have a 33' right-of-way in front of the property. The 33' right-of-way was annexed into Hyrum City, but the lane on the west side of High Valley that the 33' right-of-way exits off of is in Cache County.

The options to deal with the problem would be to not use the lot as a building lot, de-annex the property, dedicate the right-of-way to the City, or issue a building permit illegally.

The Planning Commission has recommended that the City Council allow Gaylen and Arlene Jensen to obtain a building permit for the property located next to the northeast corner of High Valley Subdivision with

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the contingencies that the 33' right-of-way be deeded to the City prior to issuing the building permit and a portion of property be donated to use as a turn around at the end of the road.

If a home is built on that property Hyrum City will be responsible for maintaining the lane that exits off of Highway 101. The road services two homes in the County and one home in the City (if allowed a building permit).

ACTION

Councilmember Gittins made a motion to allow a building permit to be issued to Gaylen and Arlene Jensen for the property located next to the northeast corner of High Valley Subdivision with the contingencies that the 33' right-of-way be deeded to the City before a building permit is issued and a portion of the property be donated to the City to use as a turn around at the end of the road.

Councilmember Clawson seconded the motion and all three councilmembers present voted aye.

HEARING:

ROBERT L. BAXTER - TO OBJECT TO THE NOTICE TO ABATE NUISANCE FROM THE REAL PROPERTY LOCATED AT 95 EAST MAIN.

Hyrum City sent a Notice to Abate Nuisance to Robert LaMar Baxter on June 18, 1999. Section 8.16.060 of the Hyrum City Municipal Code defines a nuisance and it includes keeping or depositing of lumber on premises. Mr. Baxter has a huge pile of lumber piled west of the building on 95 East Main. It is visible from the street and Hyrum City has received several complaints on the lumber. The Notice to Abate Nuisance was filed after three different letters were sent to Mr. Baxter requesting removal of the lumber.

Mr. Baxter handed a letter to the City Council dated July 15, 1999.

He said the lumber had only been there since last fall and he is planning to use the lumber to build a storage shed to park his van in. He disagreed with Hyrum City's assessment of the lumber being a nuisance as defined in Hyrum City's Municipal Code. He said Hyrum City is overstepping its bounds by telling him what he can and can't keep on his private property.

ACTION

Councilmember Stipes made a motion for Mr. Robert LaMar Baxter to comply with Hyrum City's Notice to Abate Nuisance from the property located at 95 East Main by December 1,

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1999. Councilmember Clawson seconded the motion and all three councilmembers present voted aye.

OTHER BUSINESS:

PROPOSAL FOR RELOCATION OF WESTRIDGE SUBDIVISION=S IRRIGATION SYSTEM.

Westridge Subdivision was approved and recorded in 1978. The subdivision was approved with the pressurized irrigation system lines running on the rear property lines. Cove Sand & Gravel is the contractor making improvements in Westridge and it installed PIP pipe (a low pressure, thin-walled pipe used for field irrigation applications but unsuitable for the City=s system) instead of Class 200 pipe as specified by the City. The contractor claims the City knew it was using PIP and said nothing, indicating approval of the material. The contractor has not installed any valves or drains in the system, which could also cause problems, but the contractor insists the City approved it that way.

Several residents in Westridge Subdivision have contacted the City regarding the pressurized irrigation lines being located on the rear property line. They are concerned about the lower quality pipe causing frequent breaks in the line. If the pipes break the City would have to tear up someone=s backyard to repair the line. Rod Blossom the developer of Westridge Subdivision said the City approved the lines to be located behind the homes. The City inspected the PIP and never told Cove Sand and Gravel to remove the PIP until the PIP was almost completely installed in the subdivision. Kurt Allen with Cove told Rod that a City Representative authorized the use of the PIP, but he did not get it in writing.

The contractor has not been tapping into the main pressurized irrigation line for service to the homes. Individual home owners have been tapping into the main line, which could have caused breaks and/or leaks in the main line.

The City requested an estimate from Cove Sand and Gravel to relocate the lines in front of the homes in the public utility easement and install Class 200 pipe. Cove has agreed to furnish the Class 200 pipe if the City pays for installation or the other option would be to leave the pipe as installed and Cove would offer a two-year maintenance warranty to repair all breaks and/or leaks at its expense.

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Tim Brown said he purchased a home with his son Cody in the Westridge Subdivision. They have paid for a pressurized irrigation connection, but have not been able to use it. He is concerned about the quality of pipe that has been installed in their backyard. He does not want his backyard to be tore up due to a break in an inadequate pipe that shouldn't have been used in the first place.

Ryan Christoffersen said he owns a home in Westridge Subdivision. He is concerned about the pipe breaking and flooding his home.

Alan Tiger said he owns a home in Westridge and he wanted to know how long the current pipe would last?

The current pipe could last forever or it could break the first year depending on a number of things. The system in Westridge is on a gravity flow system, the pipe won't last long if the pressure over exceeds the pipe=s limit.

Mayor Olson said he would recommend that the City relocate the line to the front property line and replace it with Class 200 pipe.

ACTION

Councilmember Stipes made a motion to approve Cove Sand & Gravel=s proposal #1 to relocate the pressurized irrigation line to the front property line and install Class 200 pipe. City Administrator Brent Jensen should negotiate with the contractor and developer on the cost of materials and participating in the cost to install the system correctly. Councilmember Gittins seconded the motion and all three councilmembers present voted aye.

APPROVAL OF SUBDIVISION DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS FOR HYRUM CITY.

Bush and Gudgell has completed Hyrum City=s Subdivision Design Standards and Construction Specifications Book. This book will provide all of the information needed for a developer to design and construct a subdivision to Hyrum City=s standards.

The subdivision fee will need to be increased \$50 to cover the cost for the book. The book will be given to the developer at the beginning of the subdivision process.

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ACTION Councilmember Stipes made a motion to approve the Subdivision Design Standards and Construction Specifications Book for Hyrum City and to increase the subdivision fee \$50 to cover the cost of the book. Councilmember Clawson seconded the motion and all three councilmembers present voted aye.

ACTION Councilmember Stipes made a motion to amend the Subdivision Design Standards and Construction Specification Book to include planting strip information on page 1-15 and on page 1-17 change it to obtain UDOT approval rather than contact UDOT. Councilmember Gittins seconded the motion and all three councilmembers present voted aye.

RENTAL OF GAZEBO AND BUILDING DEPOSITS.

There have been requests to reserve the gazebo for weddings, family parties, and other activities. If the City is going to allow the gazebo to be used for these types of activities a rule sheet should be given out and a rental fee and a deposit should be charged.

The pavilion on the City Square can be reserved with no rental fee or deposit. If a rental fee and a deposit is going to be charged to reserve the gazebo the same fees should be charged to reserve the pavilion.

ACTION Councilmember Gittins made a motion to charge a \$25.00 deposit and a \$25.00 rental fee for reservation of the gazebo or pavilion and to require all deposits on buildings or parks to be paid in cash. Councilmember Clawson seconded the motion.

Councilmember Stipes recommended amending Councilmember Gittins motion to change the \$25.00 deposit to a \$50.00 deposit.

Councilmember Gittins and Clawson accepted Councilmember Stipes recommendation and all three councilmembers voted aye.

IRRIGATION WATER RATIONING.

The City may have to consider rationing irrigation water. The

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current system can barely keep up with the demands placed on it by its users.

APPROVAL OF Y2K STATEMENT.

ACTION Councilmember Clawson made a motion to table the Y2K Statement until the next City Council Meeting. Councilmember Gittins seconded the motion.

City Administrator D. Brent Jensen said there were several companies waiting to receive Hyrum City=s Y2K Statement.

Mayor Olson called for a question on the motion. Councilmember Clawson and Gittins voted aye and Councilmember Stipes voted nay. The motion failed.

ACTION Councilmember Stipes made a motion to approve the Y2K Statement. Councilmember Clawson seconded the motion and all three councilmembers present voted aye.

MISS CACHE VALLEY LOGAN SCHOLARSHIP PROGRAM.

ACTION Councilmember Stipes made a motion to contribute \$250 to the Miss Cache Valley/Logan Scholarship Program. Councilmember Clawson seconded the motion and all three councilmembers present voted aye.

MAYOR AND CITY COUNCIL REPORTS.

A Hyrum City flag and an American flag will be installed by the gazebo.

Fran has been working on designing a Hyrum City pin. The pin will have Hyrum City=s logo on it.

A special joint meeting will be held with the City Council, Planning Commission, Golf Course Committee, Master Plan Committee and Parks and Recreation Committee on August 10, 1999 at 7:00 p.m.

APPROVAL OF INVOICES AND DISBURSEMENTS.

ACTION Councilmember Stipes made a motion to approve bills #25209 - 25421. Councilmember Clawson seconded the motion and all three councilmembers present voted aye.

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ADJOURNMENT

■

There being no further business before the Council the meeting adjourned at 11:50 p.m.

Gordon M. Olson
Mayor

ATTEST:

Stephanie Fricke
City Recorder

Approved: August 5, 1999
as written

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MINUTES OF A REGULAR CITY COUNCIL MEETING HELD APRIL 5, 2018, AT THE HYRUM CITY COUNCIL CHAMBERS, 60 WEST MAIN, HYRUM, UTAH.

CONVENED: 6:30 P.M.

CONDUCTING: Mayor Stephanie Miller

ROLL CALL: Councilmembers Steve Adams, Kathleen Bingham, Jared L. Clawson, Paul C. James, and Craig Rasmussen.

CALL TO ORDER: There being five members present and five members representing a quorum, Mayor Miller called the meeting to order.

OTHERS PRESENT: City Administrator Ron Salvesen, 38 citizens. Secretary Diane Woolstenhulme recorded the minutes.

WELCOME: Mayor Miller welcomed everyone in attendance and invited audience participation.

PLEDGE OF ALLEGIANCE: Councilmember Steve Adams led the governing body and the citizens in the Pledge of Allegiance.

INVOCATION: Councilmember Jared Clawson

APPROVAL OF MINUTES:

The minutes of a regular City Council Meeting held on March 15, 2018 were approved as written

ACTION

Councilmember Paul James made a motion to approve the minutes of a regular City Council Meeting held on March 15, 2018 as written. Councilmember Jared Clawson seconded the motion and Councilmembers Adams, Bingham, Clawson, James, and Rasmussen voted aye. The motion passed.

AGENDA ADOPTION: A copy of the notice and agenda for this meeting was emailed to The Herald Journal, 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 more than forty-eight hours before meeting time.

ACTION

Councilmember Paul James made a motion to approve the agenda for April 5, 2018 as amended by removing item 10 Bywater site approval. Councilmember Jared Clawson

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seconded the motion and Councilmembers Adams, Bingham, Clawson, James, and Rasmussen voted aye. The motion passed.

AGENDA

8. PUBLIC COMMENT:
9. PUBLIC HEARING:
 - A. To receive public comment in response to a petition filed by Max Wilkinson, Tim Wilkinson, and Dane Wilkinson; Tracy Nielsen, and Corey W. Nielsen; Corey W. and Kayla M. Nielsen; Janice J. Clawson; James R. Nielsen; R. Deane and Ruth C. Harrison; Farrell D. and Carol Dee Petersen; and Claudia S. Evans proposing the annexation of 238.64 acres more or less of real property, located between approximately 6200 South to 6700 South between 550 East and 1300 East.
10. SCHEDULED DELEGATIONS:
 - A. ~~Bret Bywater - To request site plan approval for expansion of Bywater's Cabinets at 340 North 400 West.~~
 - B. Dan Larsen, Elk Mountain P.U.D. Phases 7, 8, and 9 - To request final plat approval for Elk Mountain Planned Unit Development Phase 7 consisting of 4 fourplexes and 3 threeplexes for a total of 21 townhouses; Phase 8 consisting of 15 fiveplexes for a total of 75 apartment units; and Phase 9 consisting 15 fiveplexes for a total of 75 apartment units located at approximately between 300 and 480 South and 1600 East to 1440 East.
 - C. Mountain View Estates - To request final plat approval for Phase 2 of Mountain View Estates consisting of 16 single family dwellings located at approximately 500 South and Hammer Road.
11. INTRODUCTION AND ADOPTION OF RESOLUTIONS AND ORDINANCES:
 - A. Resolution 18-06 - A resolution amending the bail schedule for Title 6 the Animal Ordinance of the Hyrum City Municipal Code.
 - B. Resolution 18-07 - A resolution setting dog license fees, late fees, and impoundment fees.
 - C. Ordinance 18-02 - An ordinance amending Chapter 17.72 the Sign ordinance of Title 17 of the Hyrum City Municipal Code to eliminate size restrictions on electronic signs; to allow home for lease, or rent signs; and other miscellaneous changes.
 - D. Ordinance 18-03 - An ordinance amending Title 6 the Animal Ordinance of the Hyrum City Municipal Code to

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further define service animals and other miscellaneous items.

12. OTHER BUSINESS:

- A. Update on new fire station.
- B. Dirt road west of High Valley Subdivision.
- C. Mayor and City Council reports.

13. ADJOURNMENT

PUBLIC COMMENT:

Mayor Miller said if a citizen has a question or would like to make a comment to please keep it under three minutes.

There being no public comment, Mayor Miller moved to the next agenda item.

PUBLIC HEARING:

TO RECEIVE PUBLIC COMMENT IN RESPONSE TO A PETITION FILED BY MAX WILKINSON, TIM WILKINSON, AND DANE WILKINSON; TRACY NIELSEN, AND COREY W. NIELSEN; COREY W. AND KAYLA M. NIELSEN; JANICE J. CLAWSON; JAMES R. NIELSEN; R. DEANE AND RUTH C. HARRISON; FARRELL D. AND CAROL DEE PETERSEN; AND CLAUDIA S. EVANS PROPOSING THE ANNEXATION OF 238.64 ACRES MORE OR LESS OF REAL PROPERTY, LOCATED BETWEEN APPROXIMATELY 6200 SOUTH TO 6700 SOUTH BETWEEN 550 EAST AND 1300 EAST.

Mayor Miller said Hyrum City received a petition for annexation filed by Max Wilkinson, Tim Wilkinson, and Dane Wilkinson; Tracy Nielsen, and Corey W. Nielsen; Corey W. and Kayla M. Nielsen; Janice J. Clawson; James R. Nielsen; R. Deane and Ruth C. Harrison; Farrell D. and Carol Dee Petersen; and Claudia S. Evans proposing the annexation of 238.64 acres more or less of real property, located between approximately 6200 South to 6700 South between 550 East and 1300 East. The City accepted the petition by Resolution on January 4, 2018 and Certified the Annexation Petition on January 18, 2018. The law required the Certification which gives people the opportunity to protest be published for three consecutive weeks. State Law requires any protests be filed with the Cache County Boundary Commission.

The Cache County Boundary Commission received one protest that contained the signatures of 71 people/38 individual residences. Out of the 38 residences 7 of them are in Hyrum City; 31 are south of Hyrum City Limits. Over 80% of the protestors who own property,

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have either subdivided their property, built a house on subdivided property, or purchased their property in the last 20 years with 26 of the 38 building a home or buying a home since 2000. By Law the Cache County Boundary Commission held a public hearing on March 22, 2018. At that meeting the Boundary Commission determined the annexation complied with the three items listed in State Law that can be considered in a protest. The Boundary Commission made a motion to authorize this annexation to move forward with no conditions.

Hyrum City has always considered this area to be Hyrum and it is in the City's Annexation Declaration Area. The City already services this area with fire and police protection, it provides library and senior center services, and with parks and recreational opportunities. It has extended culinary water lines in this area that five of the protestors outside City Limits benefit from. The City has planned for future growth by purchasing water rights, irrigation shares, electricity, upsizing water and sewer lines, electric transmission lines and substations, and a master transportation plan in this area. This land is critical to the future growth of our City.

State Law does not require Hyrum City to hold a public hearing since the Boundary Commission held one. However, Hyrum City had mentioned earlier in this process that a public hearing would be held at a later date and wanted to ensure that everyone had an opportunity to discuss any concerns that have not already been brought before the City Council at the meeting in January. Anyone wanting to comment into tonight's public hearing will be given three minutes to speak, you must state your name, and please do not repeat things that have already been said.

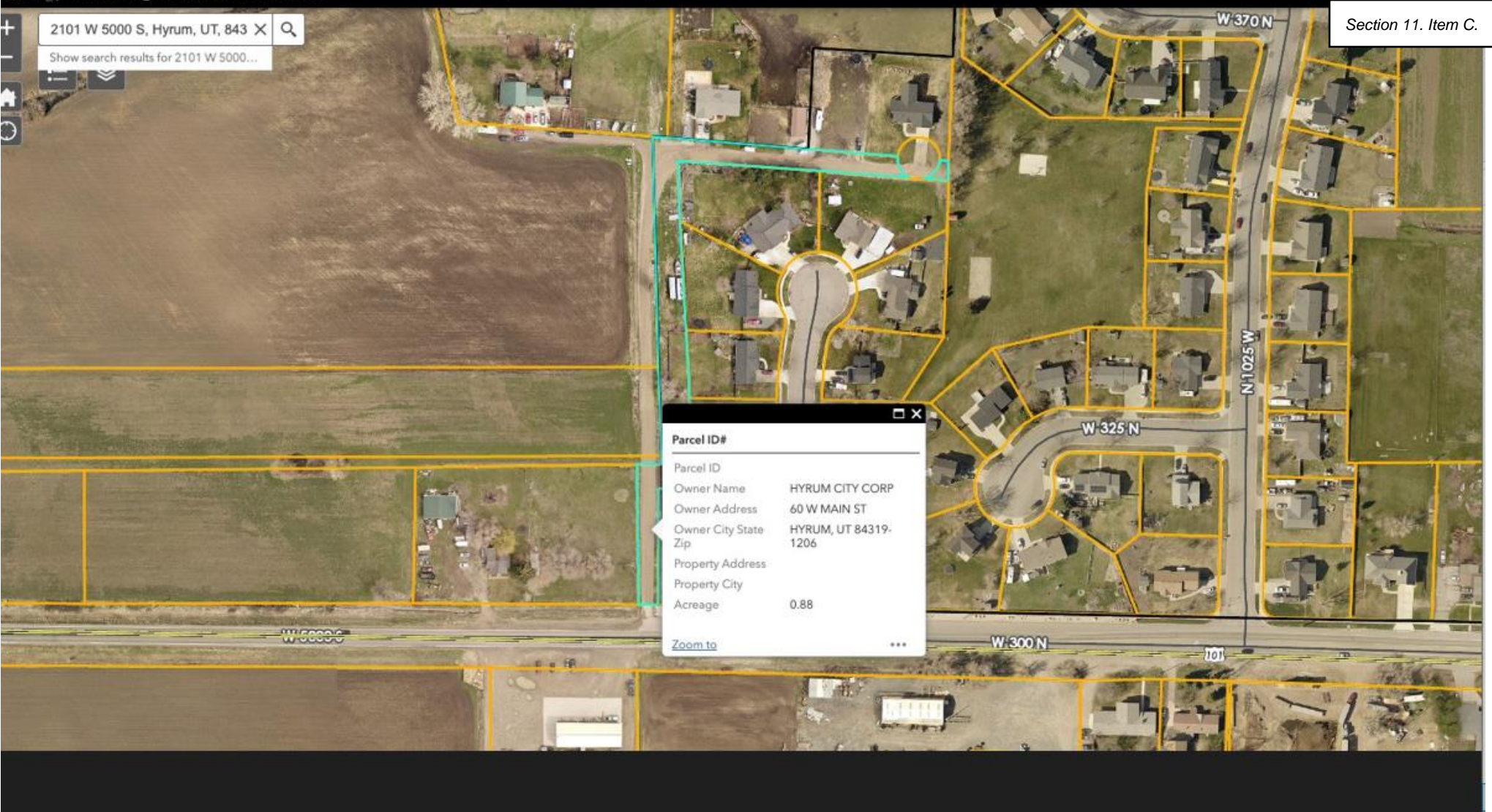
No decisions will be made at tonight's meeting and there will be no discussion by the City Council after the public hearing.

Mayor Miller called for a motion to open the public hearing.

ACTION

Councilmember Paul James made a motion to open the public hearing at 6:37 p.m. Councilmember Kathy Bingham seconded the motion and Councilmembers Adams, Bingham, Clawson, James, and Rasmussen voted aye. The motion passed.

Cody Matthews presented the council with a copy of Utah Code which requires that people within 300 feet of annexation be given written



Bid Sheet Summary

2023-24 Rebuild

Stake Parson	\$ 513,718.00
Legrand Johnson	\$ 523,211.40
Morgan Pavement	\$ 1,029,388.48

2022-24 Crack Seal/Slurry Seal

Morgan Pavement	\$ 120,611.53
M & M	\$ 132,196.54

Little Feeder Trail/Hollow Ridge Road

M.R. Zilles Transportation & Excavation	\$ 49,224.00
Leishman & Sons Enterprises	\$ 76,847.00
Legrand Johnson	\$ 84,970.00

Canyon Parking lot/Retaining Wall

M.R. Zilles Transportation & Excavation	\$ 148,350.00	<i>Additional \$4,500 stumps need removed depending on City's decision on where to place the wall. Pending UDOT survey.</i>
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*Legrand Johnson	\$ 95,139.00
Leishman & Sons Enterprises	\$ 150,918.90

*Legrand had no Retaining Wall bid . The City's original estimate \$54,625. We feel that Legrad's bid was unresponsive based on failure to bid the entire job.

Staff recommendation is to award Staker Parson the bid for 2023-24 Rebuilds. Based off low bid.

Staff recommendation is to award is to award Morgan Pavement the bid for 2023-24 Crack Seal/Slurry Seal. Based off low bid.

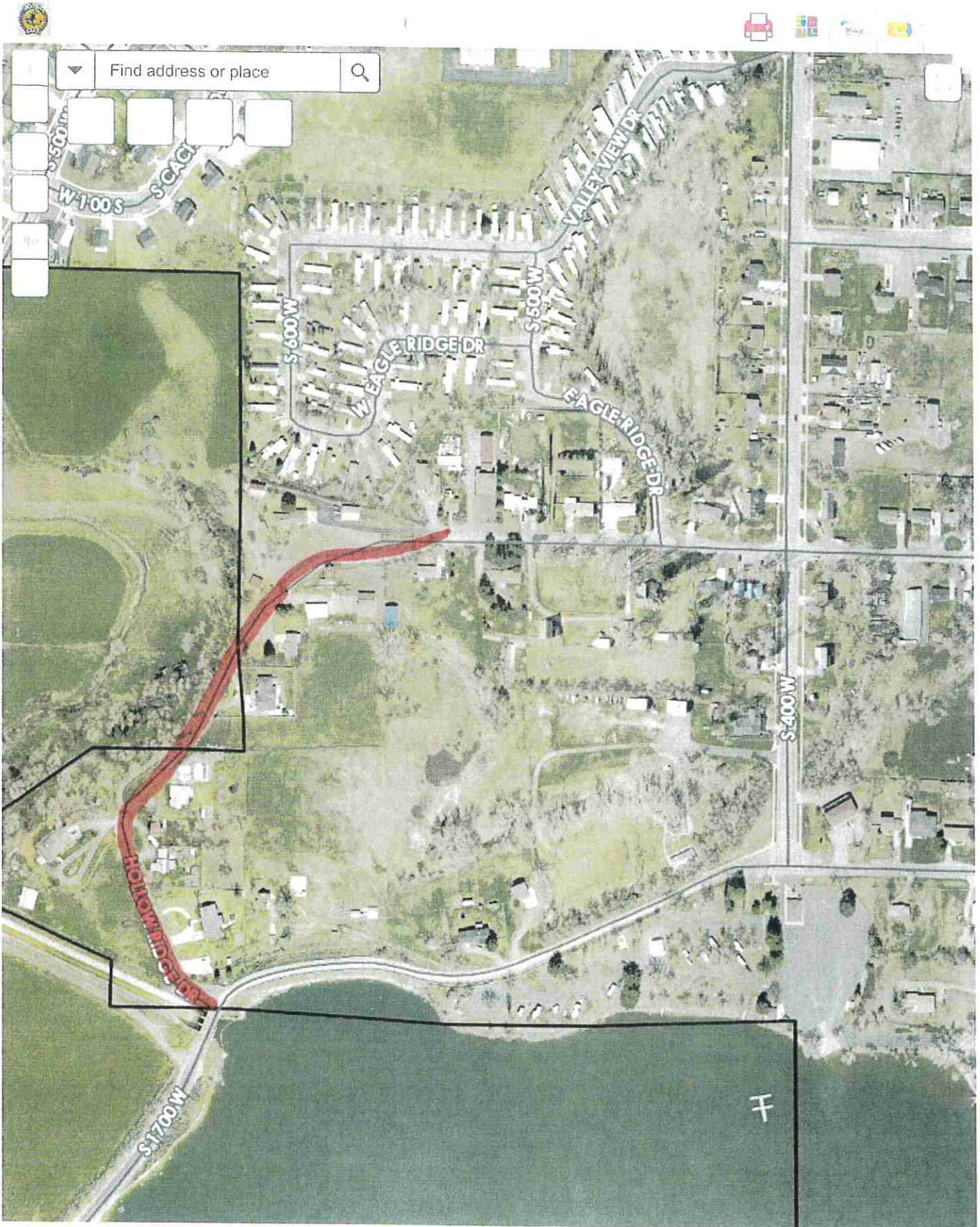
Staff recommendation is to award M.R. Zilles Transportation & Excavation for Little Feeder/Hollow Ridge Road. Based off low bid.

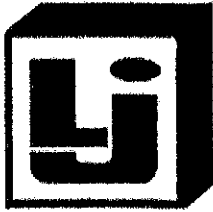
Staff recommendation is to award M.R. Zilles Transportation & Excavation for Canyon Parking lot/Retaining Wall. Based off low bid.

These are pending if they meet the minimum qualifications.

2023-2024 Hyrum City tailing placement (trails and dirt roads)

- Little Feeder Canal walking trail (grub off grass 4", place fabric/weed barrier, place 4" of road base, place 4" of tailings "provided by city")
- Hollow Ridge Road (grade out 4" of existing, place 6" of tailings "provided by city")





LeGrand Johnson Construction Co.

P.O. BOX 248 PHONE (435) 752-2000 FAX (435) 752-2968 LOGAN, UTAH 84323-0248

To:	Hyrum City	Contact:	
Address:	Hyrum City, UT	Phone:	
Project Name:	2023-2024 Hyrum City Parks Project	Bid Number:	1711037
Project Location:	Hyrum City, Hyrum, UT	Bid Date:	8/4/2023

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Canyon Parking Lot						
	1	Remove Existing 4" Asphalt And Haul Away	33,000.00	SF	\$0.19	\$6,270.00
	2	Import Place And Compact 6" Of Millings This Includes An Operator To Load The City Tailings At The Hyrum Property(tailings To Be Provided By The City)	33,000.00	SF	\$0.66	\$21,780.00
	3	Import And Place Asphalt 3" Thick	33,000.00	SF	\$1.87	\$61,710.00
	4	Shoulder New Asphalt Mat	1,300.00	LF	\$3.15	\$4,095.00
	5	Traffic Control	1.00	EACH	\$1,284.00	\$1,284.00
Total Price for above Canyon Parking Lot Items:						\$95,139.00
UDOT Permit If Needed						
	10	UDOT Permit For Canyon Parking Lot And For 675 West	1.00	EACH	\$650.00	\$650.00
Total Price for above UDOT Permit If Needed Items:						\$650.00
Discount If We Can Work In Conjunction W/2023 Hyrum City Streets Canyon Parking Lot						
	7	Discount If We Can Work In Conjunction With The Hyrum City Streets 2023 Mill Tailings	1.00	EACH	(\$6,500.00)	(\$6,500.00)
Total Price for above Canyon Parking Lot Items:						(\$6,500.00)
Total Price for above Discount If We Can Work In Conjunction W/2023 Hyrum City Streets Items:						(\$6,500.00)
Unit Costs(If Needed)						
Canyon Parking Lot						
	6	Road Base If Needed If Trailings Are Too Chunked Up To Use For Fine Grade	1.00	TON	\$19.25	\$19.25
Total Price for above Canyon Parking Lot Items:						\$19.25
Total Price for above Unit Costs(If Needed) Items:						\$19.25

fine items ↓

Notes:

- Due to Current SUPPLY CHAIN DISRUPTIONS, all materials are subject to pricing at the time of shipment. Material availability and timeliness CANNOT BE GUARANTEED. This term supersedes all other contractual obligations.
- **Project to be measured and billed at actual in place quantity at the unit rates given.**
- Bid is based off of suitable sub grade being in place below the new new trail.
- Bid includes one mobilization. Additional mobilizations will be negotiated if work is to be split up.
- All existing utilities shall not be in conflict with new construction.
- All costs exclude soft spot repairs. If repair is needed, it will be charged at Time and Material rates.
- This bid proposal excludes winter conditions costs and snow / frost removal. LJCC is committed to providing a quality product. However, we may be limited to incimate weather conditions after October 15, 2022 and require that a cold weather release be implemented to continue performing asphalt work.
- LJCC is not responsible for re-grading / re-compaction of disturbed areas caused by other trades, such as electricians, plumbers, etc.

- This bid proposal is based on the acceptance of all items detailed above. This proposal is strictly limited to the scope of work outlined above, and defined by this proposal. If accepted, this proposal will be included in, and become part of any subcontract.
- This bid is based on the cost of fuel, oil, cement, steel, and PVC on bid day. Any increase in prices will be passed through to the owner.
- This bid must be accepted within 30 days of the Bid Date to be considered valid.
- Contractor License Number is: 7741778-5501
- This ESCALATION CLAUSE will become part of the contract.

The price stated is based on LJCC's ability to purchase required materials, in particular the asphalt manufacturer's liquid asphalt. At the date of this proposal, LJCC's purchase price for liquid asphalt oil (PG 64-22 or PG 58-28) is \$ 550.00 per ton. Any increase in price, including freight and taxes, which LJCC must pay, will be passed on to and paid for by the owner.

- **Bid excludes demolition, rock excavation and or blasting, shoring, disposal of un-identified debris, survey, bonds, permits, fees, testing, striping, prime coat, herbicide, storm water control, traffic control and construction water unless otherwise noted on the proposal.**
- **We are assuming that all parking lot spoils can be hauled to Hyrum City Property - bucking up piles to be done by others.**

Payment Terms:

All credit extended shall be on the basis of repayment of all sums due net 30 days from invoice date. All amounts not paid shall be subject to a finance charge of 2% per month on the unpaid balance. Payment by credit card may be accepted. Oral statements or commitments to extend credit or to alter the terms of this Agreement and any other Agreement between the parties, this Agreement controls. Seller conditions prevail in governing all aspects of this agreement. Seller may retain an attorney or collection agency to collect amounts that are past due hereunder. Purchaser shall pay all collection costs and reasonable attorney fees incurred by Seller, whether or not suit is brought, to collect any money due hereunder, including post-judgement costs and attorney fees. Any or all aspects of this Agreement shall be governed by the laws of the state in which the credit application is delivered. Seller shall designate the venue of any suit.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: LeGrand Johnson Construction Co</p> <p>Authorized Signature: _____</p> <p>Estimator: Craig Hibbard 435-787-6023 Craig.Hibbard@ljcc.com</p>
---	--



Project: Hyrum City Canyon

	Quantity	Unit	Amount	Total Amount
General Site Prep/Rough Grading				
Mobilization	1	EA	\$800.00	\$800.00
				\$800.00

Site Grading/Site Paving				
3" Asphalt - (Valid 60 Days)	32,343	SF	\$1.95	\$63,068.85
Rough Grade/Finish Grade/Compact	32,343	SF	\$0.35	\$11,320.05
Haul In Asphalt Tailings	600	YD	\$10.50	\$6,300.00
Asphalt Cut	1	EA	\$450.00	\$450.00
Excavation	1	EA	\$3,600.00	\$3,600.00
Asphalt Haul Off & Disposal	1	EA	\$2,550.00	\$2,550.00
Moisture and Dust Control	4	EA	\$325.00	\$1,300.00
				\$88,588.90

64350.00
35
78

90670

Concrete Retaining Wall				
3'-4' Footing and 6'-8'x8" Foundation Labor	1	EA	\$13,980.00	\$13,980.00
5 Bag Mix Concrete	1	EA	\$29,900.00	\$29,900.00
#4 Rebar	1	EA	\$2,100.00	\$2,100.00
Concrete Pump	1	EA	\$1,800.00	\$1,800.00
Excavation and Backfill	1	EA	\$7,200.00	\$7,200.00
Backfill Material and Compaction	1	EA	\$5,800.00	\$5,800.00
Haul Off Deleterious Material	1	EA	\$750.00	\$750.00
				\$61,530.00

56500

Optional Proposal				
Overlay Asphalt on North Parking Lot				
Repair Approx 30'x118' Running Parrallel with UDOT Roadway				
Savings of about \$6,200				

Colter Leishman
8/3/2023
435-994-0431

TOTAL \$150,918.90

152,200

1,650 difference

M.R. Zilles Transportation & Excavation

Estimate

PO Box 781
 Millville, UT 84326 US
 +1 4357577948
 dairydi@gmail.com

ADDRESS
 Hyrum City Corp.

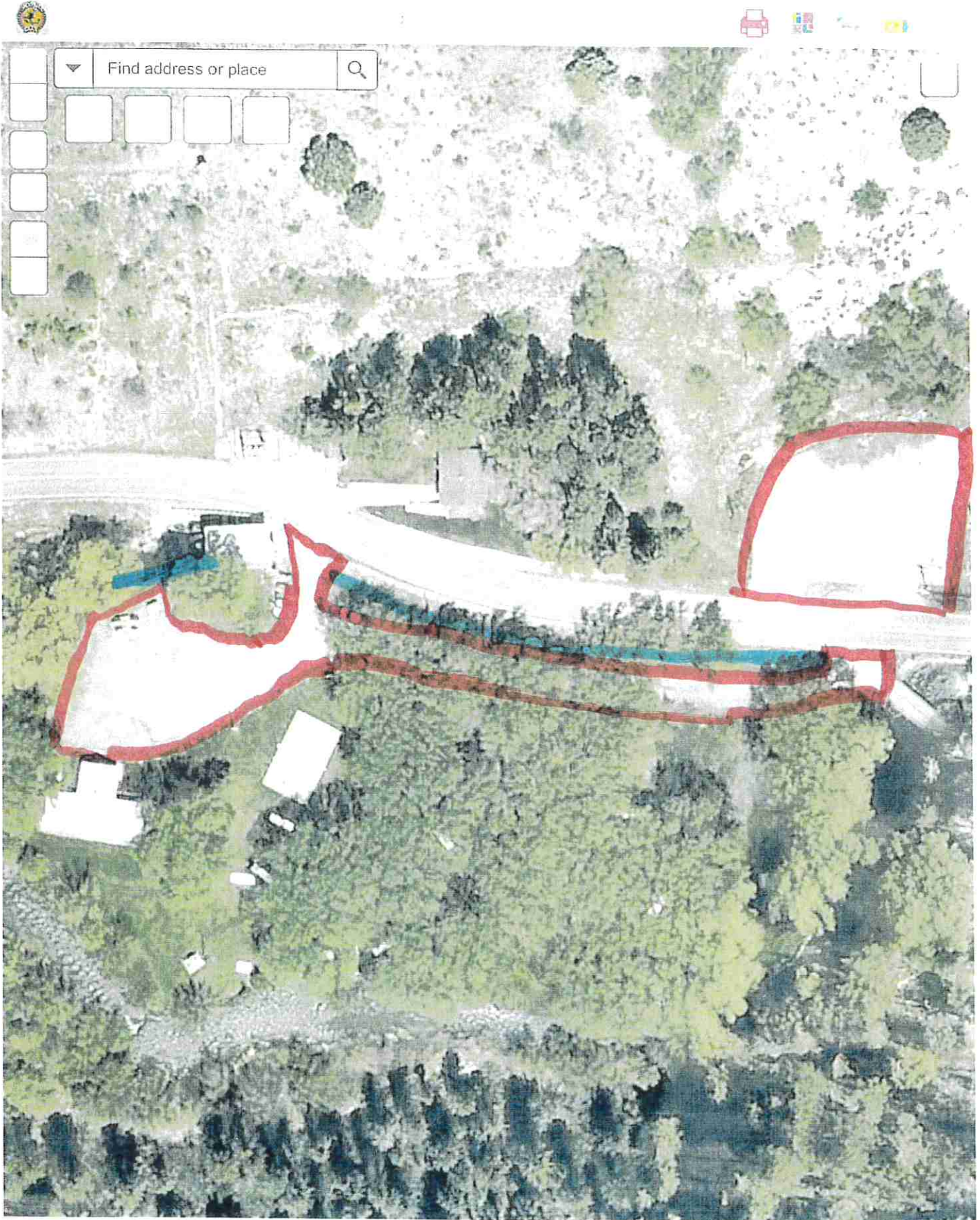
ESTIMATE #	DATE
1002	08/04/2023

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Excavation	Power plant parking lot excavate asphalt haul in crushed asphalt grade and compact	32,000	1.00	32,000.00 <i>32,000.00</i>
Asphalt	Asphalt for parking lot	33,000	1.95	64,350.00
Concrete	Concrete wall and footings	1	52,000.00	52,000.00
Line item	Line item depending on where wall it placed if tree stumps will need to be removed and fill brought in	1	4,500.00	4,500.00
Excavation	Hollow Ridge Rd Grade roll compact and haul in asphalt	30,000 <i>34,000 L</i>	0.59	17,700.00 <i>20,160</i>
Excavation	Little Feeder Canal walking trail build trail	28,400	1.11	31,524.00 <i>40,518</i>
TOTAL		36,500 L		\$202,074.00

60,575

2023-2024 Hyrum City Parks Project

- Power Plant parking lots (excavate off asphalt, place 6" tailings "provided by city" pave 3" asphalt)
- Approximately 280 ft 6ft foundation with footing
- Approximately 90 ft 8ft foundation with slope and footing





LeGrand Johnson Construction Co.

P.O. BOX 248 PHONE (435) 752-2000 FAX (435) 752-2968 LOGAN, UTAH 84323-0248

To: Hyrum City	Contact:
Address: Hyrum City, UT	Phone:
	Fax:
Project Name: 2023-2024 Hyrum City Tailing Placement	Bid Number: 1711036
Project Location: Hyrum City, Hyrum, UT	Bid Date: 8/4/2023

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Hollow Ridge Road						
	11	Fine Grade Roadbase 20' Wide X 1700' Long	34,000.00	SF	\$0.18	\$6,120.00
	12	Import Place And Compact 6" Of Millings 24' Wide X 1700' Long This Includes A Operator To Load The City Tailings At The Hyrum Property(tailings To Be Provided By The City)	34,000.00	SF	\$0.60	\$20,400.00
Total Price for above Hollow Ridge Road Items:						\$26,520.00
Little Feeder Trail						
	1	Grub 4" And Haul Away(3500' Long X 10' Wide)	35,000.00	SF	\$0.39	\$13,650.00
	2	Weed Barrier(12' Wide Roll X 3500' Long)	35,000.00	SF	\$0.21	\$7,350.00
	3	Import And Place Road Base 4" Thick(3500' Long X 10' Wide)	35,000.00	SF	\$0.57	\$19,950.00
	4	Import Place And Compact 4" Of Mill Tailings - This Includes A Operator To Load The City Tailings At The Hyrum Property(3500' Long X 10' Wide)	35,000.00	SF	\$0.50	\$17,500.00
Total Price for above Little Feeder Trail Items:						\$58,450.00
Discount If We Can Work In Conjunction W/2023 Hyrum City Streets						81,970
Hollow Ridge Road						
	13	Discount If We Can Work In Conjunction With The Hyrum City Streets 2023 Mill Tailings	1.00	EACH	(\$8,000.00)	(\$8,000.00)
Total Price for above Hollow Ridge Road Items:						(\$8,000.00)
Little Feeder Trail						
	5	Discount If We Can Work In Conjunction With The Hyrum City Streets 2023 Mill Tailings	1.00	EACH	(\$5,500.00)	(\$5,500.00)
Total Price for above Little Feeder Trail Items:						(\$5,500.00)
Total Price for above Discount If We Can Work In Conjunction W/2023 Hyrum City Streets Items:						(\$13,500.00)

Notes:

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- Bid is based off of suitable sub grade being in place below the new new trail.
- Bid includes one mobilization. Additional mobilizations will be negotiated if work is to be split up.
- All existing utilities shall not be in conflict with new construction.
- All costs exclude soft spot repairs. If repair is need, it will be charged at Time and Material rates.
- This bid proposal excludes winter conditions costs and snow / frost removal. LJCC is committed to providing a quality product. However, we may be limited to incimate weather conditions after October 15, 2022 and require that a cold weather release be implemented to continue performing asphalt work.
- LJCC is not responsible for re-grading / re-compaction of disturbed areas caused by other trades, such as electricians, plumbers, etc.

71,470

- This bid proposal is based on the acceptance of all Items detailed above. This proposal is strictly limited to the scope of work outlined above, and defined by this proposal. If accepted, this proposal will be included in, and become part of any subcontract.
- This bid is based on the cost of fuel, oil, cement, steel, and PVC on bid day. Any increase in prices will be passed through to the owner.
- This bid must be accepted within 30 days of the Bid Date to be considered valid.
- Contractor License Number is: 7741778-5501
- This ESCALATION CLAUSE will become part of the contract.

The price stated is based on LJCC's ability to purchase required materials, in particular the asphalt manufacturer's liquid asphalt. At the date of this proposal, LJCC's purchase price for liquid asphalt oil (PG 64-22 or PG 58-28) is \$ 550.00 per ton. Any increase in price, including freight and taxes, which LJCC must pay, will be passed on to and paid for by the owner.

- **Bid excludes demolition, rock excavation and or blasting, shoring, disposal of un-identified debris, survey, bonds, permits, fees, testing, striping, prime coat, herbicide, storm water control. traffic control and construction water unless otherwise noted on the proposal.**
- **We are assuming that all trail spoils can be hauled to Hyrum City Property - bucking up piles to be done by others.**

Payment Terms:

All credit extended shall be on the basis of repayment of all sums due net 30 days from invoice date. All amounts not paid shall be subject to a finance charge of 2% per month on the unpaid balance. Payment by credit card may be accepted. Oral statements or commitments to extend credit or to alter the terms of this Agreement and any other Agreement between the parties, this Agreement controls. Seller conditions prevail in governing all aspects of this agreement. Seller may retain an attorney or collection agency to collect amounts that are past due hereunder. Purchaser shall pay all collection costs and reasonable attorney fees incurred by Seller, whether or not suit is brought, to collect any money due hereunder, including post-judgement costs and attorney fees. Any or all aspects of this Agreement shall be governed by the laws of the state in which the credit application is delivered. Seller shall designate the venue of any suit.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: LeGrand Johnson Construction Co</p> <p>Authorized Signature: _____</p> <p>Estimator: Craig Hibbard 435-787-6023 Craig.Hibbard@ljcc.com</p>
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Project: Hyrum City Trail

	Quantity	Unit	Amount	Total Amount
General Site Prep/Rough Grading				
Mobilization	1	EA	\$400.00	\$400.00
				\$400.00

Site Grading				
Prep Sub Grade for 10' Wide Trail	36,500	SF	\$0.25	\$9,125.00
Place Fabric and Grade/Compact Road Base	36,500	SF	\$0.30	\$10,950.00
Finish Grade and Compact Asphalt Tailings	36,500	SF	\$0.30	\$10,950.00
12' Fabric Weed Barrier	1	EA	\$5,900.00	\$5,900.00
Moisture and Dust Control	5	EA	\$325.00	\$1,625.00
				\$38,550.00

Trucking				
Haul In 4" Road Base	840	TN	\$18.55	\$15,582.00
Haul In 4" Asphalt Tailings	840	TN	\$8.00	\$6,720.00
Haul Off Deleterious Material	1	EA	\$700.00	\$700.00
				\$23,002.00

Optional Proposal				
8" of Roadbase OR 8" Tailings (Not Both)				
Savings of about \$10,950 on Grading				
*Maintenance would be better in future using one product				

30,000 sq Square

Hollow Ridge Road				
Road Prep, Finish Grade and Compact	1	EA	\$8,400.00	\$8,400.00
Haul In Asphalt Tailings	690	TN	\$8.00	\$5,520.00
Moisture and Dust Control	3	EA	\$325.00	\$975.00
				\$14,895.00

Colter Leishman
8/3/2023
435-994-0431

TOTAL

16,860 24000 sq ft
\$76,847.00

65,897

Handwritten calculation:

$$\frac{36500}{840} \times 690$$

Handwritten calculation:

$$16660 + 22002 = 38662$$

78,212

M.R. Zilles Transportation & Excavation

Estimate

PO Box 781

Millville, UT 84326 US

+1 4357577948

dairydi@gmail.com

ADDRESS

Hyrum City Corp.

ESTIMATE #	DATE
1002	08/04/2023

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Excavation	Power plant parking lot excavate asphalt haul in crushed asphalt grade and compact	32,000	1.00	32,000.00 <i>32,000.00</i>
Asphalt	Asphalt for parking lot	33,000	1.95	64,350.00
Concrete	Concrete wall and footings	1	52,000.00	52,000.00
Line Item	Line item depending on where wall it placed if tree stumps will need to be removed and fill brought in	1	4,500.00	4,500.00
Excavation	Hollow Ridge Rd Grade roll compact and haul in asphalt	30,000 <i>34,000 LS</i>	0.59	17,700.00 <i>20,060</i>
Excavation	Little Feeder Canal walking trail build trail	28,400	1.11	31,524.00 <i>40,515</i>
		TOTAL		<i>60,575</i> \$202,074.00

Bid Sheet Summary

2023-24 Rebuild

Stake Parson	\$ 513,718.00
Legrand Johnson	\$ 523,211.40
Morgan Pavement	\$ 1,029,388.48

2022-24 Crack Seal/Slurry Seal

Morgan Pavement	\$ 120,611.53
M & M	\$ 132,196.54

Little Feeder Trail/Hollow Ridge Road

M.R. Zilles Transportation & Excavation	\$ 49,224.00
Leishman & Sons Enterprises	\$ 76,847.00
Legrand Johnson	\$ 84,970.00

Canyon Parking lot/Retaining Wall

M.R. Zilles Transportation & Excavation	\$ 148,350.00	<i>Additional \$4,500 stumps need removed depending on City's decision on where to place the wall. Pending UDOT survey.</i>
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*Legrand Johnson	\$ 95,139.00
Leishman & Sons Enterprises	\$ 150,918.90

*Legrand had no Retaining Wall bid . The City's original estimate \$54,625. We feel that Legrad's bid was unresponsive based on failure to bid the entire job.

Staff recommendation is to award Staker Parson the bid for 2023-24 Rebuilds. Based off low bid.

Staff recommendation is to award is to award Morgan Pavement the bid for 2023-24 Crack Seal/Slurry Seal. Based off low bid.

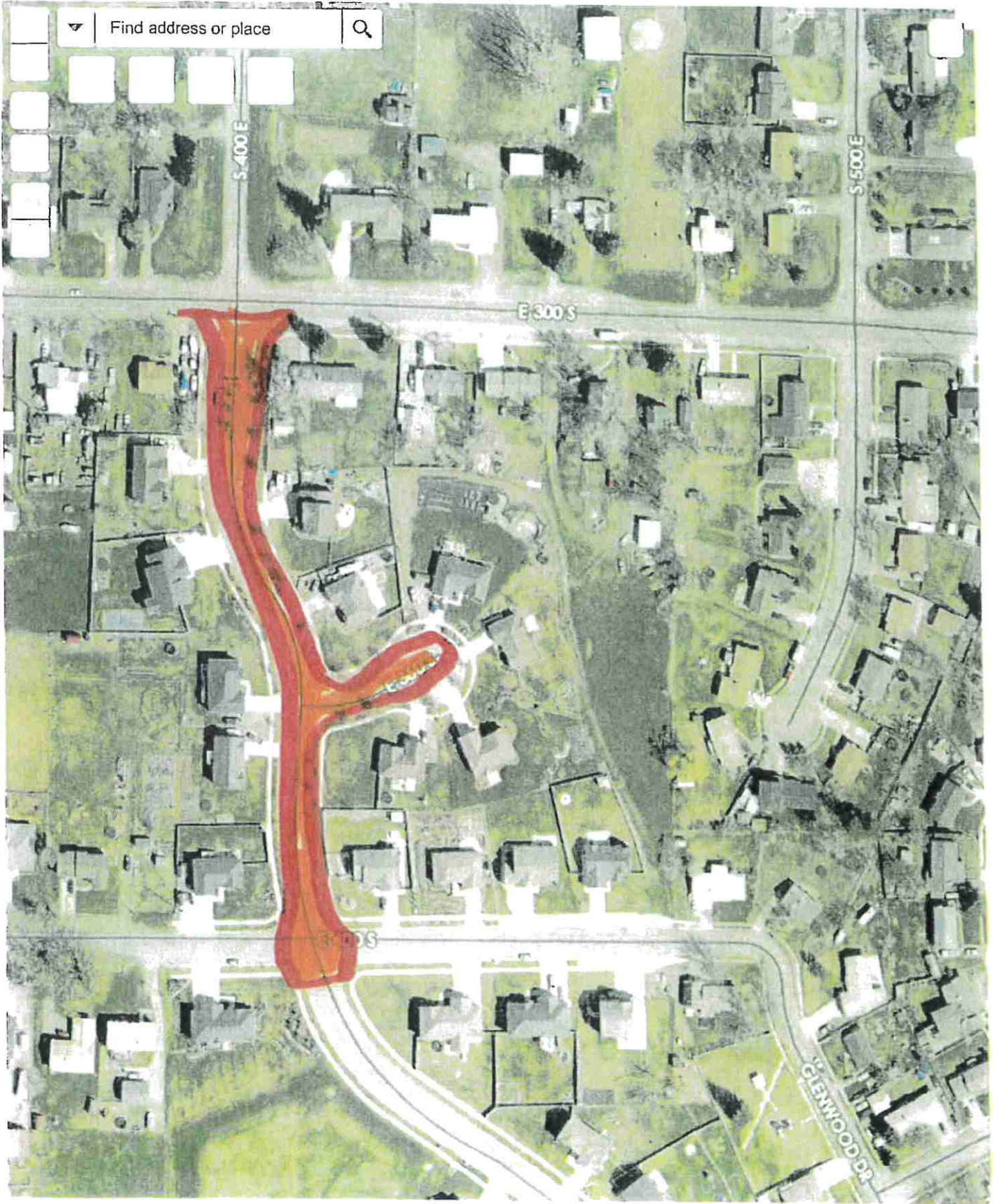
Staff recommendation is to award M.R. Zilles Transportation & Excavation for Little Feeder/Hollow Ridge Road. Based off low bid.

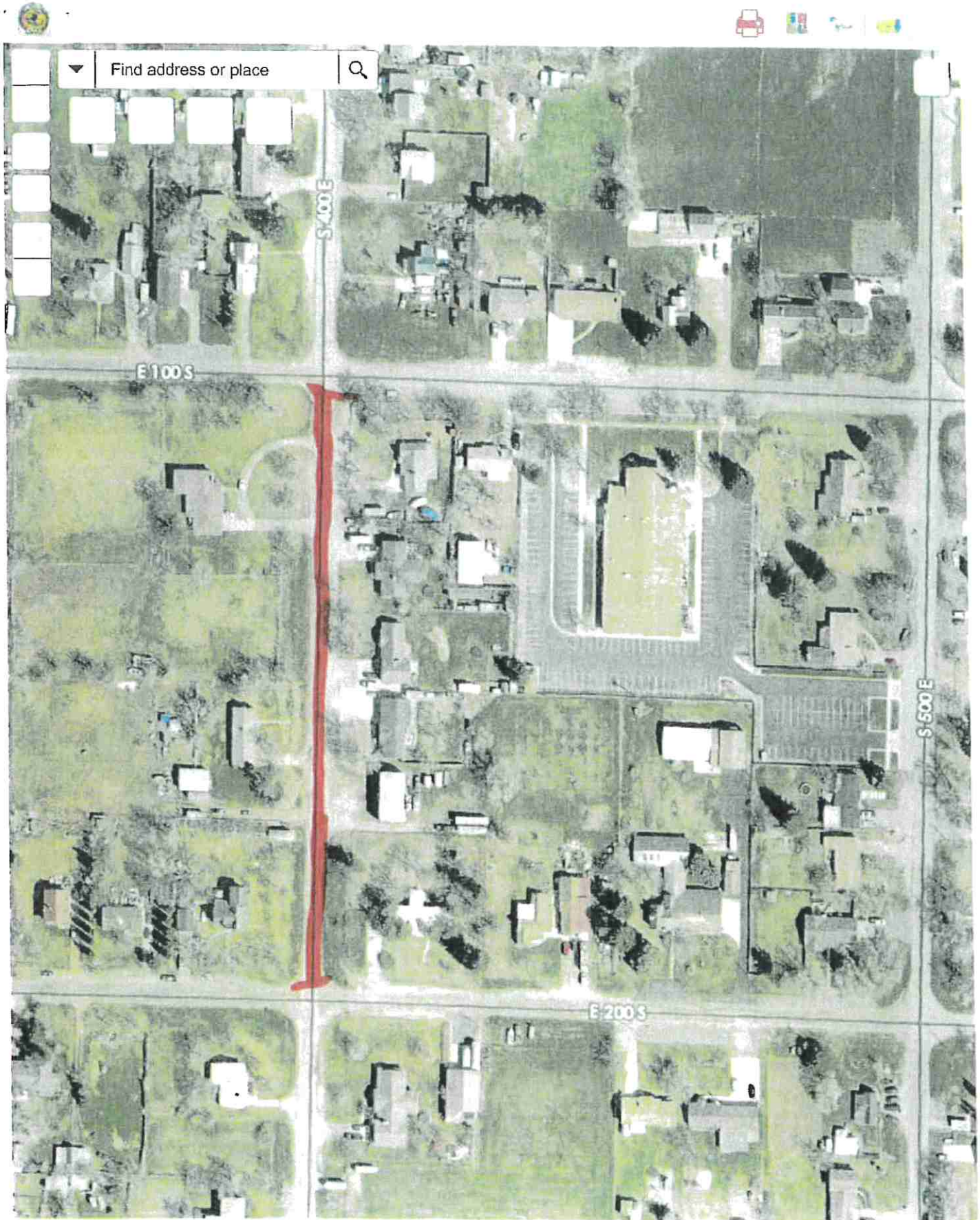
Staff recommendation is to award M.R. Zilles Transportation & Excavation for Canyon Parking lot/Retaining Wall. Based off low bid.

These are pending if they meet the minimum qualifications.

Keowee

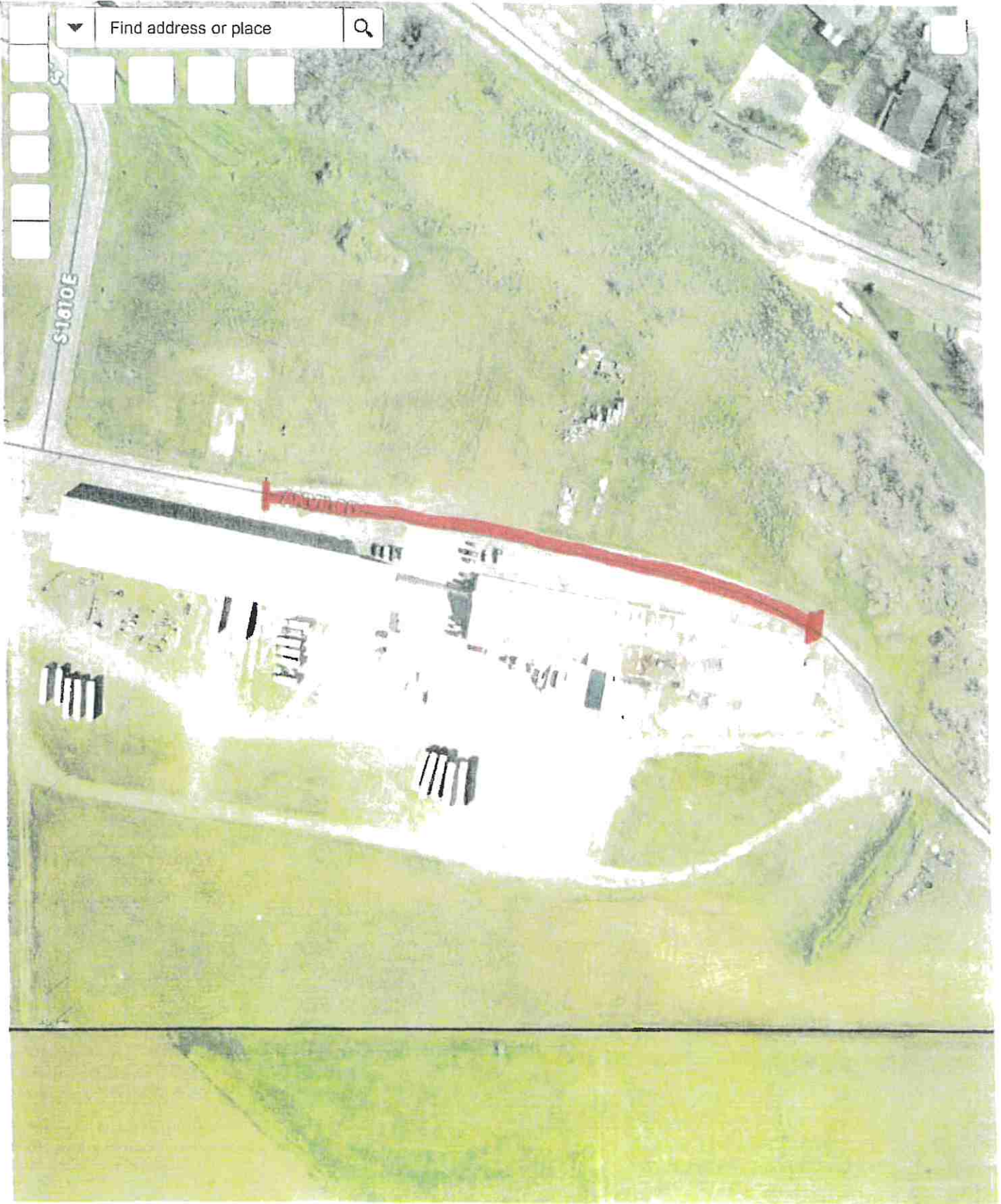
Road







200ft



Find address or place

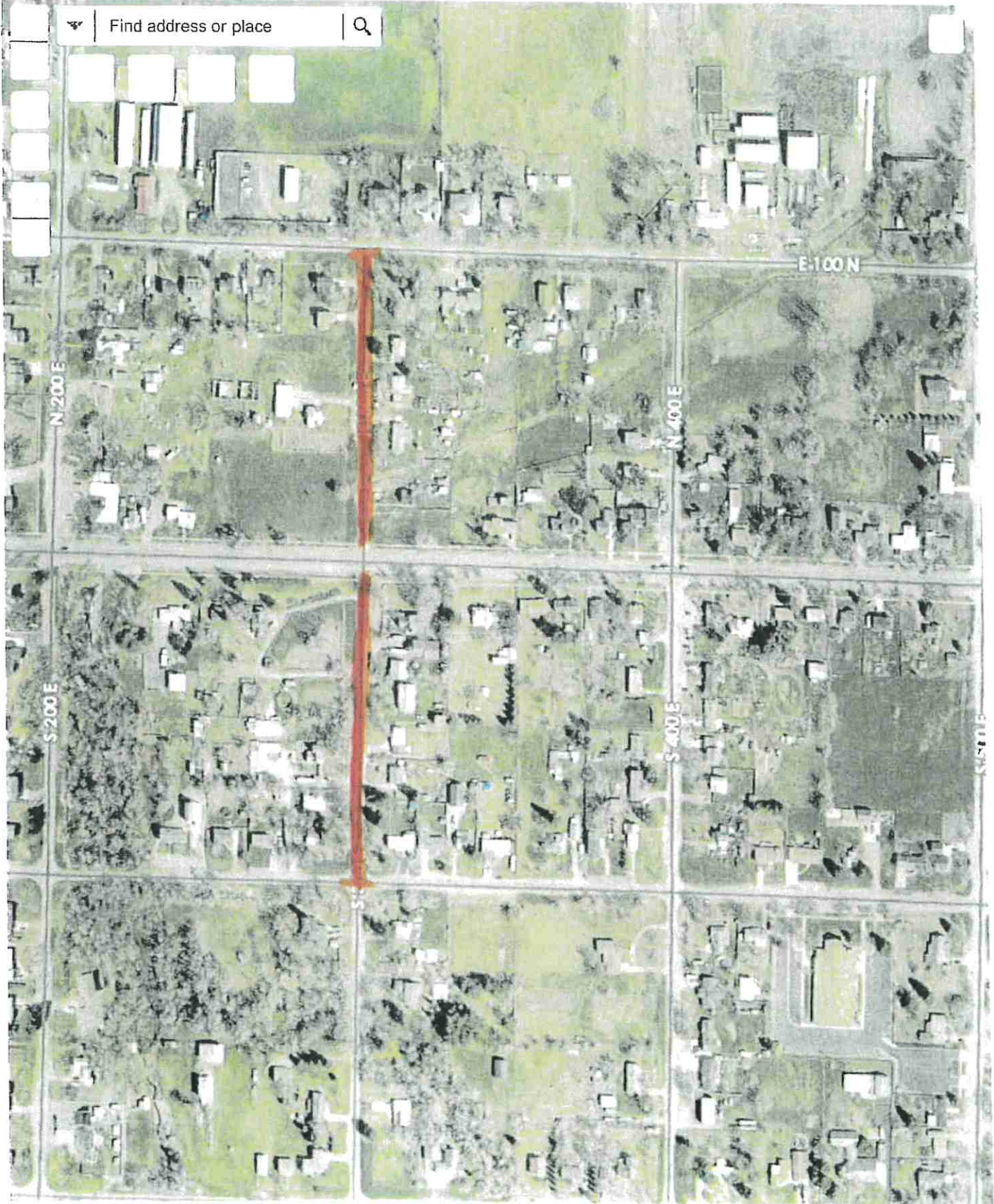
S 1810 E

200ft





Find address or place



300ft





LeGrand Johnson Construction Co.

P.O. BOX 248 PHONE (435) 752-2000 FAX (435) 752-2968 LOGAN, UTAH 84323-0248

To:	Hyrum City	Contact:	
Address:	Hyrum City, UT	Phone:	
Project Name:	Hyrum City Streets July 2023	Bid Number:	1710388
Project Location:	Hyrum City Streets, Hyrum, UT	Bid Date:	8/4/2023

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	84	Road Base If Needed For Pulverized Roads To Be Charged By The Ton	1.00	TON	\$17.50	\$17.50
Total Price for above Items:						\$17.50
Mobilization						
	1	Mobilization	1.00	LS	\$5,500.00	\$5,500.00
Total Price for above Mobilization Items:						\$5,500.00
Park Drive (Park Ave-800 E)						
	2	Mill And Remove 4" Of Existing Pavement, Import And Place Road Base 1" Thick, Import And Place Asphalt 3" Thick And Shoulder New Asphalt Mat	33,400.00	SF	\$1.87 + .22	\$62,458.00
Total Price for above Park Drive (Park Ave-800 E) Items:						\$62,458.00
400 E (100 S-200 S)						
	3	Mill And Remove 4" Of Existing Pavement, Import And Place Road Base 1" Thick, Import And Place Asphalt 3" Thick And Shoulder New Asphalt Mat	15,100.00	SF	\$2.08 + .37	\$31,408.00
Total Price for above 400 E (100 S-200 S) Items:						\$31,408.00
200 N (Center St-100 W)						
	4	Mill And Remove 4" Of Existing Pavement, Import And Place Road Base 1" Thick, Import And Place Asphalt 3" Thick And Shoulder New Asphalt Mat	16,224.00	SF	\$2.05 + .32	\$33,259.20
Total Price for above 200 N (Center St-100 W) Items:						\$33,259.20
Anvil Road (Fresh Seam East Of 1810 E-City Property Line)						
	5	Mill And Remove 4" Of Existing Pavement, Import And Place Road Base 1" Thick, Import And Place Asphalt 3" Thick And Shoulder New Asphalt Mat	15,950.00	SF	\$2.06 + .36	\$32,857.00
Total Price for above Anvil Road (Fresh Seam East Of 1810 E-City Property Line) Items:						\$32,857.00
300 E (100 N-100 S)						
	6	Mill And Remove 4" Of Existing Pavement, Excavate 12" And Haul Away, Import And Place Pit Run 8" Thick, Import And Place Road Base 4" Thick, Import And Place Asphalt 3" Thick. Shoulder New Asphalt Mat And Pave In Asphalt Ditch	36,728.00	SF	\$3.20 + .28	\$117,529.60
Total Price for above 300 E (100 N-100 S) Items:						\$117,529.60

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100 S (1250 E-1350 E)						
	7	Mill And Remove 4" Of Existing Pavement, Excavate 12" And Haul Away, Import And Place Pit Run 8" Thick, Import And Place Road Base 4" Thick, Import And Place Asphalt 3" Thick	20,672.00	SF	\$3.03	\$62,636.16
Total Price for above 100 S (1250 E-1350 E) Items:						\$62,636.16
400 E (300 S-400 S)						
	8	Mill And Remove 4" Of Existing Pavement, Excavate 12" And Haul Away, Import And Place Pit Run 8" Thick, Import And Place Road Base 4" Thick, Import And Place Asphalt 3" Thick	47,464.00	SF	\$2.96	\$140,493.44
Total Price for above 400 E (300 S-400 S) Items:						\$140,493.44
100 S (100 E-Center St)						
	9	Pulverize Existing Asphalt 6" Fine Grade Existing Tailings And Roadbase, Pave 3" Thick And Shoulder New Asphalt Mat	17,520.00	SF	\$1.75	\$30,660.00
Total Price for above 100 S (100 E-Center St) Items:						\$30,660.00
Traffic Control						
	10	Traffic Control	8.00	EACH	\$720.00	\$5,760.00
Total Price for above Traffic Control Items:						\$5,760.00
UDOT Permit If Needed						
	11	UDOT Permit 300 East If Needed	1.00	EACH	\$650.00	\$650.00
Total Price for above UDOT Permit If Needed Items:						\$650.00
Collars - To Be Billed As Needed - Excludes Traffic Control						
	82	Adjust Sewer Manhole And Install Concrete Collar(to Be Charged Per Each)	1.00	EACH	\$700.00	\$700.00
	83	Adjust Water Valve Box And Install Concrete Collar(to Be Charged Per Each)	1.00	EACH	\$450.00	\$450.00
Total Price for above Collars - To Be Billed As Needed - Excludes Traffic Control Items:						\$1,150.00

Notes:

- Due to Current **SUPPLY CHAIN DISRUPTIONS**, all materials are subject to pricing at the time of shipment. Material availability and timeliness **CANNOT BE GUARANTEED**. This term supersedes all other contractual obligations.
- ****Project to be measured and billed at actual in place quantity at the unit rates given.****
- Bid is based off of suitable sub grade being in place below the new asphalt/road base.
- We do not guarantee drainage on grade if less than 1%. Grades will be determined based off of the city street/concrete area we are tying into.
- Bid includes one mobilization. Additional mobilizations will be negotiated if work is to be split up.
- All existing utilities shall not be in conflict with new construction.
- All costs exclude soft spot repairs. If repair is need, it will be charged at Time and Material rates.
- This bid proposal excludes winter conditions costs and snow / frost removal. LJCC is committed to providing a quality product. However, we may be limited to incimate weather conditions after October 15, 2022 and require that a cold weather release be implemented to continue performing asphalt work.
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- Contractor License Number is: 7741778-5501
- This ESCALATION CLAUSE will become part of the contract.

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- Bid excludes demolition, rock excavation and or blasting, shoring, disposal of un-identified debris, survey, bonds, permits, fees, testing, striping, prime coat, herbicide, storm water control, traffic control and construction water unless otherwise noted on the proposal.

- We are assuming that all road spoils and asphalt tailings can be hauled to Hyrum City Property - bucking up piles to be done by others.

Payment Terms:

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523,211.40 without gutter option

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: LeGrand Johnson Construction Co</p> <p>Authorized Signature: _____</p> <p>Estimator: Craig Hibbard 435-787-6023 Craig.Hibbard@ljcc.com</p>
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Proposal & Contract

Section 11. Item E.



P.O. Box 190 • Clearfield, UT 84089 • 801.544.5947

Job Name: HYRUM CITY (ROAD PAVING)
Job Address: VARIOUS STREETS
 HYRUM, UTAH
Phone: 435-213-7200
MOBILE:
Email: KADEMAUGHAN@HYRUMCITY.COM

Your Contact: TRAVIS BURKE
 Cell: 801-430-0862
 Fax: 801-416-8061
 e-mail: tburke@morganpavement.com

Customer Name: HYRUM CITY
Billing Address:

ATTN: KADE MAUGHAN

Date: August 3, 2023

Job #:

DESCRIPTION OF WORK	UNITS (SF)	UNIT \$	TOTAL
ROAD REBUILD			
REMOVE 15" OF ASPHALT, ROAD BASE DIRT			
INSTALL 8" PIT RUN, 4" OF ROAD BASE, GRADE AND COMPACT			
PAVE 3" NEW HOT MIX ASPHALT			
100 SOUTH (1350 E. - 1300 E.)	10,564	\$6.95	\$73,419.80
100 SOUTH (1300 E. - 1250 E.)	10,108	\$6.95	\$70,250.60
400 EAST (300 S. - 400 S.)	37,442	\$6.95	\$260,221.90
360 SOUTH (CULDESAC)	10,022	\$6.95	\$69,652.90
300 EAST (100 N. - MAIN ST.)	18,184	\$6.95	\$126,378.80
300 EAST (MAIN ST. - 100 S.)	18,544	\$6.95	\$128,880.80
ASPHALT MILL AND FILL			
Roto-Mill 4 Inches Of Existing Asphalt And Dispose Of Asphalt Tailings			
Furnish, Place, Compact And Finish Grade Approx. 1" Of New Road Base			
Pave & Compact 3 Inches Of 1/2" Custom Hot-Mix Asphalt			
PARK DR. (PARK AVE. - 800 E.)	33,400	\$3.12	\$104,208.00
400 EAST (100 S. - 200 S.)	15,100	\$3.12	\$47,112.00
200 NORTH (CENTER ST. - 100 W.)	16,224	\$3.12	\$50,618.88
ANVIL RD.	15,950	\$3.12	\$49,764.00
ASPHALT PULVERIZE AND PAVE			
Pulverize 6 Inches Of Existing Asphalt And Road Base And Leave In Place			
Compact And Finish Grade Pulverized Asphalt			
Pave & Compact 3 Inches Of 1/2" Custom Hot-Mix Asphalt			
100 SOUTH (CENTER ST. - 100 E.)	17,520	\$2.79	\$48,880.80

TOTAL: \$1,029,388.48

TERMS: Payment due upon completion unless specified as follows: _____
 Invoices subject to 2% interest per month beginning 30 days following the due date. In the event it becomes necessary for the contractor to file suit to collect any money due, hereunder or for breach thereof, the owner agrees to pay, in addition to the amount due, all cost of enforcement including reasonable attorney fees.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do work as specified. I understand that Morgan Pavement is not liable for conditions beyond their control or Acts of God which delay completion of a specified job.
 We have experience significant increase in materials pricing. As a result, depending upon the time your job is started, it may become necessary to impose a price increase to this contract. You will be advised and notified before construction begins and given the option to continue with construction or find an alternative solution.

Travis Burke
 Morgan Pavement

Date

Customer

www.morganpavement.com



Staker Parson Materials & Construction A CRH Company

Ogden - 2350 S. 1900 W. Ogden, UT 84401 | P: (801) 731-1111 F: (801) 731-8800
 Brigham City - PO Box 517 Brigham City, UT 84302 | P: (435) 723-5216 F: (435) 723-9343
 Smithfield - PO Box 65 Smithfield, UT 84335 | P: (435) 563-3242 F: (435) 563-9480

*The Preferred Source for quality sand, rock, landscape products,
 ready mix concrete, asphalt, paving & construction services.*

To:	Hyrum City	Contact:	Kade Maughan
Address:	83 W Main St Hyrum, UT 84319	Phone:	(435) 245-6033
		Fax:	(435) 245-4758
Project Name:	Hyrum City Streets - 2023	Bid Number:	
Project Location:	Various, Hyrum, UT	Bid Date:	8/3/2023
Attachments:	Standard Terms Conditions Eff 4-1-19.pdf		

JOB SPECIFICATION AND PRICE:

(IF UNIT PRICES ARE QUOTED, UNITS WILL BE MEASURED ON COMPLETION AND INVOICED AT UNIT PRICES QUOTED).

IF OWNER ELECTS TO EXECUTE OWN CONTRACT AGREEMENT, THIS PROPOSAL IS TO BECOME PART OF AND ATTACHED TO OWNERS CONTRACT

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Mobilization And Traffic Control						
	01	Mobilization And Traffic Control	1.00	LS	\$17,250.00	\$17,250.00
Park Drive; Park Ave. To 800 East						
	02	Rotomill Up To 4" Of Existing Asphalt Pavement And Haul To City Location Import, Place, And Compact 1" Road Base Furnish, Place, And Compact 3" Asphalt Shoulder Roadway Where Needed	33,400.00	SF	\$1.65	\$55,110.00
400 E; 100 S To 200 S						
	03	Rotomill Up To 4" Of Existing Asphalt Pavement And Haul To City Location Import, Place, And Compact 1" Road Base Furnish, Place, And Compact 3" Asphalt Shoulder Roadway Where Needed	15,100.00	SF	\$1.71	\$25,821.00
200 N; Center St. To 100 W						
	04	Rotomill Up To 4" Of Existing Asphalt Pavement And Haul To City Location Import, Place, And Compact 1" Road Base Furnish, Place, And Compact 3" Asphalt Shoulder Roadway Where Needed	16,225.00	SF	\$1.73	\$28,069.25
Anvil Road; New Seam To 1810 E						
	05	Rotomill Up To 4" Of Existing Asphalt Pavement And Haul To City Location Import, Place, And Compact 1" Road Base Furnish, Place, And Compact 3" Asphalt Shoulder Roadway Where Needed	15,950.00	SF	\$1.70	\$27,115.00
300 E; 100 N To 100 South (Not Including Main St.)						
	06	Rotomill Up To 4" Of Existing Asphalt Pavement And Haul To City Location Excavate To 12" Depth For New Roadway Section Import, Place, And Compact 8" Granular Borrow Import, Place, And Compact 4" Road Base Furnish, Place, And Compact 3" Asphalt	36,725.00	SF	\$2.92	\$107,237.00
	07 <i>If needed</i>	Installation Of Asphalt Waterway; Includes Excavation, 8" Granular Borrow, And 4" Road Base	2,100.00	SF	\$9.55	\$20,055.00
						127,292
100 S; 1250 E To 1350 E						
	08	Rotomill Up To 4" Of Existing Asphalt	20,675.00	SF	\$2.92	\$60,371.00



Staker Parson Materials & Construction
A CRH Company

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Brigham City - PO Box 517 Brigham City, UT 84302 | P: (435) 723-5216 F: (435) 723-9343
Smithfield - PO Box 65 Smithfield, UT 84335 | P: (435) 563-3242 F: (435) 563-9480

*The Preferred Source for quality sand, rock, landscape products,
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Address:	83 W Main St Hyrum, UT 84319	Phone:	(435) 245-6033
		Fax:	(435) 245-4758
Project Name:	Hyrum City Streets - 2023	Bid Number:	
Project Location:	Various, Hyrum, UT	Bid Date:	8/3/2023
Attachments:	Standard Terms Conditions Eff 4-1-19.pdf		

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
		Pavement And Haul To City Location Excavate To 12" Depth For New Roadway Section Import, Place, And Compact 8" Granular Borrow Import, Place, And Compact 4" Road Base Furnish, Place, And Compact 3" Asphalt				
	400 E; 300 S To 400 S					
	09	Rotomill Up To 4" Of Existing Asphalt Pavement And Haul To City Location Excavate To 12" Depth For New Roadway Section Import, Place, And Compact 8" Granular Borrow Import, Place, And Compact 4" Road Base Furnish, Place, And Compact 3" Asphalt	47,450.00	SF	\$3.03 <i>7.07</i>	\$143,773.50
	100 S; 100 E To Center St.					
	10	Pulverize Existing Material To 6" Depth Windrow Excess Material Into Shoulder And Prepare Material, Does Not Include Haul Off Furnish, Place, And Compact 3" Asphalt	17,525.00	SF	\$1.65	\$28,916.25
	Additional Unit Pricing					
	11	Removal And Haul Off Of Additional Depth Of Existing Asphalt - Per CY	1.00	CY	\$25.00	\$25.00
	12	Import, Place, And Compact Additional Road Base - Per Ton	1.00	TON	\$24.25	\$24.25

Notes:

- In order to assure positive drainage, all paving surfaces need to have a minimum of 1.5% slope. Staker Parson Companies cannot guarantee drainage on areas with less than 1.5% slope. We will do our best to minimize standing water in areas less than 1.5%.
- Additional work and work in excess of that specified and described above will be handled as a Change Order. Additional work **MUST BE APPROVED** by owner and contractor prior to construction.
- Bid DOES NOT include engineering, layout, testing, survey, SWPPP, bonds/permits/fees, soft spot repair, over-excavation, striping, utility collar removal or pre-lowering, road widening
- Bid includes only the items as specified and described above.
- Bid DOES NOT include raising or installing concrete collars on manholes, water valves, or monuments.
- General Contractor, owner or developer is responsible for Storm Water Prevention Plan. Staker & Parson Companies will be responsible for Storm Water Prevention for our portion of work only, unless other arrangements are made.
- Please Review attached TERMS & CONDITIONS. Upon Signature Of Proposal Purchaser Is Bound To All Terms And Conditions Of Agreement. Original Copy Of Proposal Must Be Signed And On File Prior To Commencement Of Work.
- Roadways to be closed to through traffic.
- Tailings to be hauled to Hyrum City Ponds or Hyrum Pit.
- *** DUE TO THE VOLATILITY OF FUEL, LIQUID ASPHALT, CEMENT AND CONSTRUCTION MATERIALS ALL BID PRICES ARE GOOD FOR 90 DAYS FROM DATE OF QUOTATION, PAVING STARTING AFTER THE 90 DAYS MAY BE SUBJECT TO PRICE ADJUSTMENTS. ***



STAKER PARSON
MATERIALS & CONSTRUCTION
A CRH COMPANY

Staker Parson Materials & Construction
A CRH Company

Ogden - 2350 S. 1900 W. Ogden, UT 84401 | P: (801) 731-1111 F: (801) 731-8800
Brigham City - PO Box 517 Brigham City, UT 84302 | P: (435) 723-5216 F: (435) 723-9343
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Address: 83 W Main St Hyrum, UT 84319	Phone: (435) 245-6033 Fax: (435) 245-4758
Project Name: Hyrum City Streets - 2023	Bid Number:
Project Location: Various, Hyrum, UT	Bid Date: 8/3/2023
Attachments: Standard Terms Conditions Eff 4-1-19.pdf	

Payment Terms:



Refer to attached Terms & Conditions. Please note***Effective March 1, 2019, payment by credit card will no longer be allowed on Construction Service Invoices***

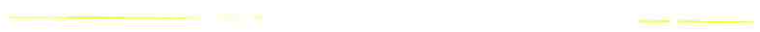
493,663.00 + gutter if needed
513,718.00

Average unit price is .21 cents lower

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: STAKER PARSON COMPANIES</p> <p>Authorized Signature: _____</p> <p>Estimator: Shad East (435) 230-1361 shad.east@stakerparson.com</p>
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Roads 2023-2024 slurry

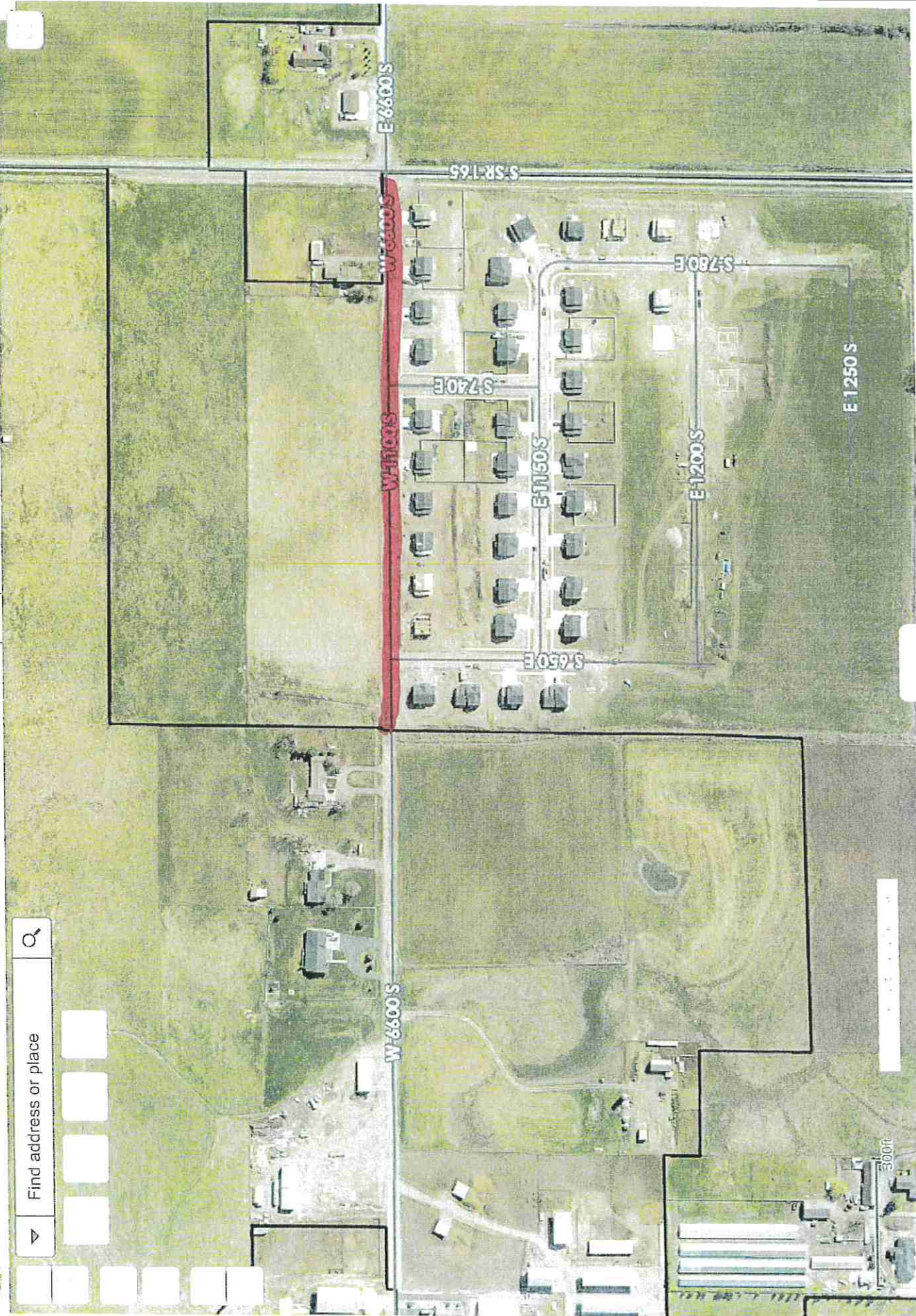
- *Developer* 
- *City* 



Find address or place

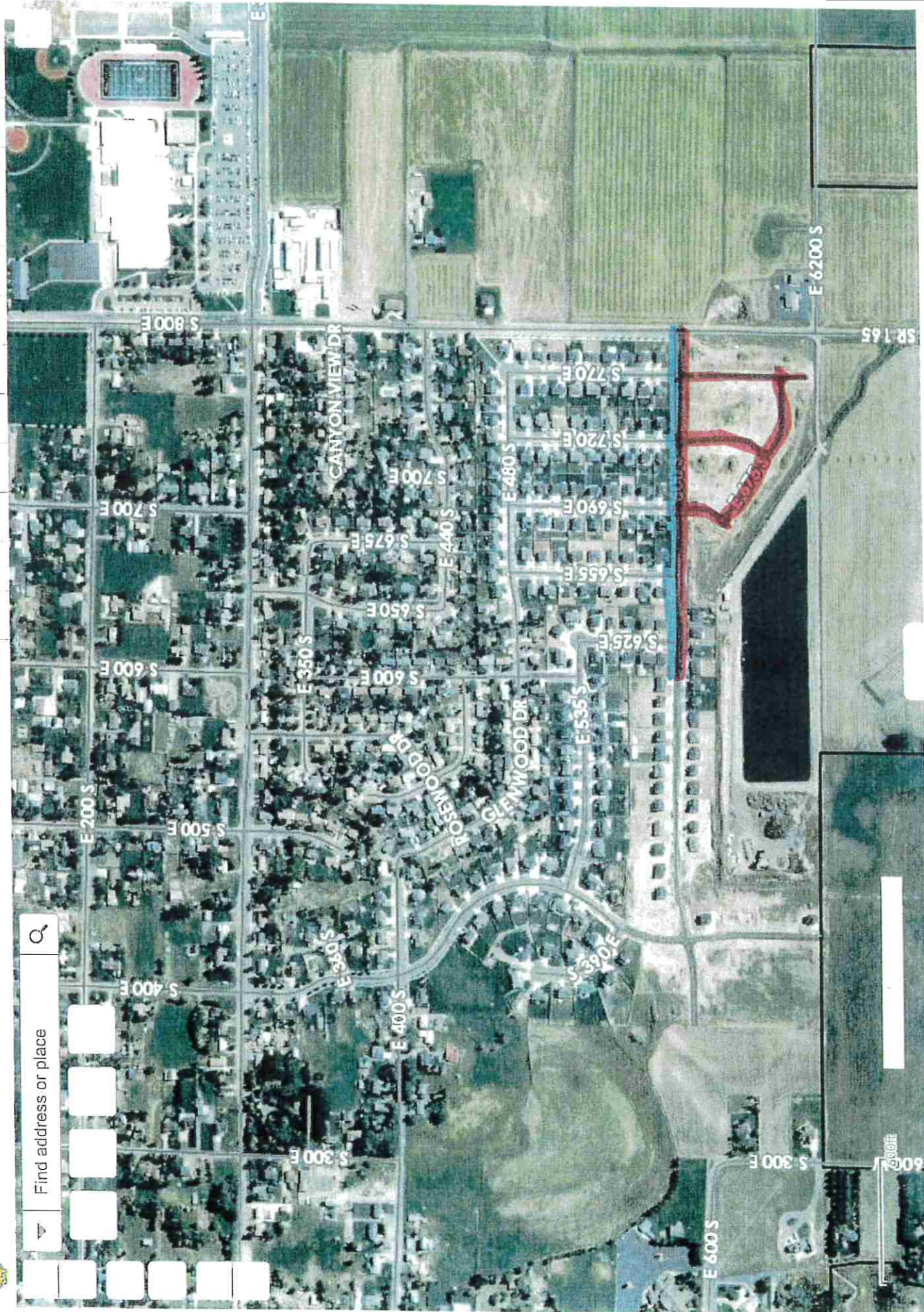


Input fields for address search



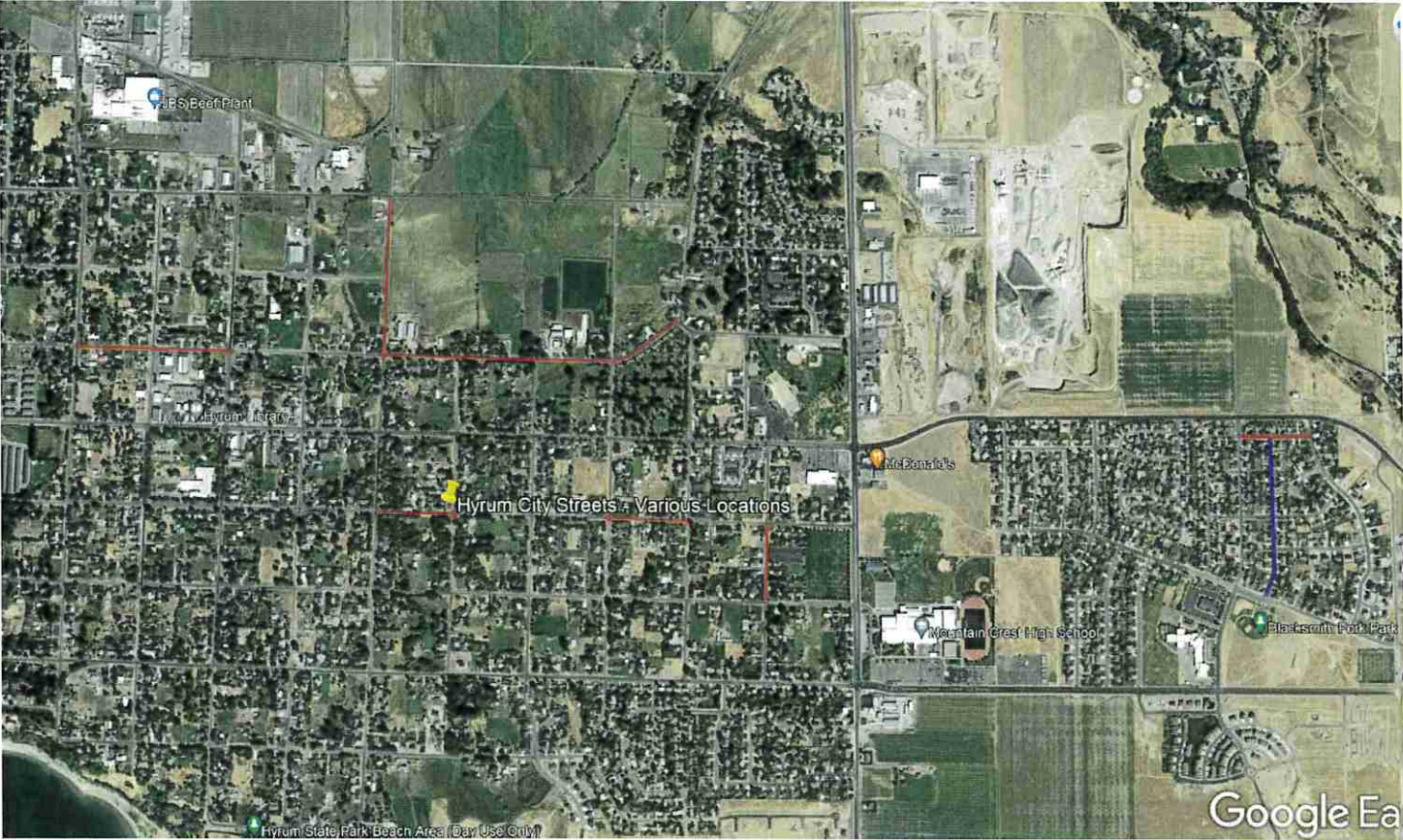


Find address or place





Slurry





P.O. Box 190 • Clearfield, UT 84089 • 801.544.5947

Job Name: HYRUM CITY (CRACK SEAL, SLURRY SEAL)
 Job Address: VARIOUS STREETS
 HYRUM, UTAH
 Phone:
 MOBILE: 435-213-7200
 Email: KADEMAUGHAN@HYRUMCITY.COM

Your Contact: TRAVIS BURKE
 Cell: 801-430-0862
 Fax: 801-416-8061
 e-mail: tburke@morganpavement.com

Customer Name: HYRUM CITY
 Billing Address:

ATTN: KADE MAUGHAN
 Job #:

Date: August 3, 2023

HYRUM CITY (CITY STREETS)

STREET	SF	SLURRY	CRACK SEAL	TOTAL
1350 E. (25 S. - HYRUM BLVD)	57,570	\$10,074.75	\$307.00	\$10,381.75
25 S. (1300 E. - 1400 E.)	25,574	\$4,475.45	\$310.00	\$4,785.45
6600 S. (SR165-600 E.)	42,080	\$7,364.00	\$462.00	\$7,826.00
600 S. (SR 165 - 600 E.) 1/2 OF ROAD	23,674	\$4,142.95	\$1,285.20	\$5,428.15
700 E. (100 S. - 200 S.)	18,804	\$3,290.70	\$559.40	\$3,850.10
100 N. (200 E. - 600 E.)	74,625	\$13,059.38	\$584.00	\$13,643.38
200 E. (100 N.-300 N.)	40,200	\$7,035.00		\$7,035.00
300 N. (INTERSECTION -200E.)	3,575	\$625.63		\$625.63
100 S. (200 E.-300 E.)	22,152	\$3,876.60		\$3,876.60
100 S. (500 E.-600 E.)	21,225	\$3,714.38		\$3,714.38
100 N. (100 W. - CENTER)	18,700	\$3,272.50		\$3,272.50
100 N. (100 W.-200 W.)	17,250	\$3,018.75		\$3,018.75
675 W. (150 N. -300 N.)	29,108	\$5,093.90	\$1,379.00	\$6,472.90
	394,537	\$69,043.98	\$4,886.60	\$73,930.58

HYRUM CITY (DEVELOPMENTS)

STREET	SF	SLURRY	CRACK SEAL	TOTAL
NEIGHBORHOOD NONPROFIT	52,135	\$9,123.63	\$2,361.00	\$11,484.63
600 S. (SR 165 - 600 E.) 1/2 OF ROAD	23,674	\$4,142.95	\$1,080.00	\$5,222.95
690 E. (600 S.-650 S.)	6,324	\$1,106.70	\$858.00	\$1,964.70
650 S. (770 E.-690 E.)	24,831	\$4,345.43	\$363.00	\$4,708.43
770 E. (600 S. - 650 S.)	19,344	\$3,385.20	\$546.00	\$3,931.20
720 E. (650 S. - 600 S.)	13,144	\$2,300.20	\$681.00	\$2,981.20
650 W.	18,164	\$3,178.70	\$462.00	\$3,640.70
25 S.	27,394	\$4,793.95	\$599.00	\$5,392.95
775 W.	17,290	\$3,025.75	\$452.00	\$3,477.75
650 W. (CULDESAC)	19,534	\$3,418.45	\$458.00	\$3,876.45
	221,834	\$38,820.95	\$7,860.00	\$46,680.95

TOTAL: \$120,611.53

616,371
195
128,099.01

TERMS: Payment due upon completion unless specified as follows:
 Invoices subject to 2% interest per month beginning 30 days following the due date. In the event it becomes necessary for the contractor to file suit to collect any money due, hereunder or for breach thereof, the owner agrees to pay, in addition to the amount due, all cost of enforcement including reasonable attorney fees.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do work as specified. I understand that Morgan Pavement is not liable for conditions beyond their control or Acts of God which delay completion of a specified job.
 We have experience significant increase in materials pricing. As a result, depending upon the time your job is started, it may become necessary to impose a price increase to this contract. You will be advised and notified before construction begins and given the option to continue with construction or find an alternative solution.

I square matched

Travis Burke
 Morgan Pavement

Date _____ Customer www.morganpavement.com

PROPOSAL & CONTRACT



ASPHALT SERVICES

5464 West Leo Park Road, West Jordan, Utah 84081 • Phone(801) 280-9400 • Fax(801)280-3526

Seal Coating • Crack Sealing • Slurry Seal • Asphalt Repairs

SOLD TO	Hyrum City 85 West Main St. Hyrum, UT 84319 Kade 435-213-7200	JOB SITE	Hyrum City Various Roads and Locations See Map Hyrum, UT Same
----------------	---	-----------------	---

- Apply Crack Sealer to 25366 Linear Feet At \$0.5500 Per Foot. \$ 13,951.30
 Details: Clean all cracks and flat edges out first using high compressed air.
 Apply hot rubberized asphalt crack sealer to all cracks 1/8 inch and larger including 50% of the alligatored areas and all the flat edges.
 Estimate is based on doing the job in one mobilization.
- Apply a Slurry Type II to 380178 Square Feet At \$0.18 Per Square Foot. \$ 68,432.04
 Details: Apply type II slurry seal to (City Streets and parking lots).
 Clean the entire asphalt surface to be sealed first.
 Apply a type II slurry seal to the entire asphalt surface that is to be sealed.
 Estimate is based on applying a type II slurry seal on 645,028 square feet of asphalt.
- Apply a Type II slurry to Developer roads: \$ 49,813.20
 Details: Developer Hyrum City Streets (Developer / Contractor).
 Apply a type II slurry seal on approximately 276,740 square feet at \$ 0.18 per square foot.
 Clean the entire asphalt surface to be sealed first.
 Apply a type II slurry seal to the entire asphalt surface that is to be sealed.
 Estimate is based on applying a type II slurry seal on 656,918 square feet of asphalt.

Terms of Payment: UPON COMPLETION

Total Contract Price \$ 132,196.54

We hereby agree to furnish all labor, material and equipment for the completion, in a good and workmanlike manner, of the work described above.

Date _____

By _____

ACCEPTANCE

The above mentioned proposal is accepted. You are authorized to perform the work described herein. It is agreed that you shall be paid according to the terms set forth herein. All of the terms on the reverse side are incorporated herein and made a part hereof.

Date _____, 20____

Company _____

By _____ Title _____

1. Any deviation from these specifications and/or terms shall be by written mutual agreement. Payment for extra work and allowance for omissions shall be fixed in advance in writing on demand by either party. No verbal agreement or understanding shall be binding.
2. All payments received in accordance with the terms of this contract are accepted with the understanding that such payments shall be applied to the payment of material and labor furnished on the work subject to this agreement.
3. Both parties agree that the plans and specifications may be changed without impairing the validity of this contract, subject, however, to the condition that the sum allowed either party for such alterations shall have been agreed upon by the parties to the contract and a full statement of the same made in writing and signed by them before the work to be affected by the changes is commenced.
4. Both parties agree that M&M Asphalt Services is not responsible for breakage of underground pipes, wiring or other improvements which are not visible to workmen on the property.
5. The undersigned agrees that all defects in material or labor must be brought to the attention of M&M Asphalt Services within thirty (30) days of receipt of billing invoice for the work performed or else waives its right to claim any offers for these defects.
6. Unless specified otherwise, the party for whom this work is performed assumes responsibility for traffic control and any barricading necessary, as well as assuring traffic is not permitted on the new surface until the material is set and dry.
7. If payment is not received by M&M Asphalt Services according to the terms specified in this agreement, the purchaser of products and services from M&M Asphalt Services shall be liable for cost incurred by M&M Asphalt Services including a reasonable attorney's fee if the account is placed with an attorney for collection.
8. The undersigned agrees to pay all invoices from M&M Asphalt Services within the terms described herein. If payment is not received as set forth herein, the undersigned agrees to pay on and one-half percent (1½%) compounded monthly on all outstanding amounts owing to M&M Asphalt Services.
9. This bid is based on the current price of labor and material and if not accepted within 15 days from date hereof, the right is reserved to submit a new bid.
10. All agreements contingent upon strikes, accidents or delays beyond control.
11. This contract shall be governed by the laws of the State of Utah both as to interpretation and performance. The place of this agreement and its exclusive forum for enforcement and interpretation shall be Salt Lake County, Utah.

NATURAL GAS FACILITIES AGREEMENT

THIS NATURAL GAS FACILITIES AGREEMENT (Agreement) is entered into this ___ day of _____ 2023, by and between **Questar Gas Company dba Dominion Energy Utah** (Dominion Energy), a Utah corporation, located at 333 South State Street, Salt Lake City, Utah 84111 and Hyrum City, a Utah municipality (Customer), with offices located at 60 West Main, Hyrum, Utah 84319. Dominion Energy and Customer are referred to collectively as the Parties and singularly as a Party.

THE PARTIES REPRESENT THAT:

A. Dominion Energy is a regulated public utility engaged in the distribution of natural gas primarily to customers in the states of Utah and Wyoming and is subject to its Utah Natural Gas Tariff No. 600 (Tariff) and regulations approved by the Utah Public Service Commission.

B. Customer is constructing a power generation facility at 355 West 700 North in Hyrum City, Utah (Property). Customer represents that the power generation facility will use up to 80 Dth/hr and Dominion Energy will serve the power generation facility from its Intermediate High Pressure (IHP) system. In order to do so, Dominion Energy will install approximately 2,300 feet of 8-inch plastic main line pipe, 175 feet of 6-inch plastic service line pipe, and metering facilities as more specifically described herein.

C. Dominion Energy is willing to perform the work described above, and Customer agrees that it will pay for such extension on the terms and conditions set forth in this Agreement.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Scope of Work. Dominion Energy shall install approximately 2,300 feet of 8-inch plastic main, 175 feet of 6-inch plastic service line, and metering facilities as more specifically shown on the attached **Exhibit A**, incorporated by this reference (the Site). The natural gas facilities identified in this paragraph are collectively the "Facilities." Installation of the Facilities, as specified below and as designated in the field, as well as any related work, is referred to as the "Work."

The Work shall include, but not be limited to, the following:

- a. Trenching;
 - b. Shading;
 - c. Installation of plastic pipe;
 - d. Inspecting;
 - e. Testing; and
 - f. Construction of meter facilities.
2. Required Capital Contribution.
- a. Customer agrees to pay to Dominion Energy the full and complete cost of installation of the Facilities and related work;
 - b. The total cost of the Work is estimated to be **\$780,000** (Required Capital Contribution). **This estimate is based upon the costs of material and labor in May of 2023, and is not guaranteed. Actual cost at the time the Work is performed may be higher or lower based on market conditions or other conditions, including but not limited to changes in labor or contractor costs or the cost to procure pipe or other materials.** The Required Capital Contribution does not include additional construction costs that may arise during the Work, including but not limited to, costs for obtaining rights-of-way and permits, difficult or weather-related construction conditions, frost, rock trenching, other requests by Customer, or unanticipated delays (Additional Construction Costs). Customer shall be responsible for any increased costs due to price changes for labor or materials, which will be billed as Additional Construction Costs. **Payment of the Required Capital Contribution to Dominion Energy by Customer is a condition precedent to any obligation to commence the Work.** Customer agrees to pay all actual costs associated with the Work. This shall include all of the costs identified herein and any Additional Construction Costs are subject to change based on materials and contractor costs as described above. Should costs increase by more than 10% of the estimated capital contribution, Customer may terminate this Agreement in its sole discretion. Customer shall reimburse Dominion Energy for any actual costs expended up to the election to cancel.

Customer agrees to pay all **actual** costs associated with the Work, less the costs associated with Betterments. This shall include all the costs identified herein, and all costs are subject to change based on materials and contractor costs. Within 120 days following completion of the Work, Dominion Energy shall submit to Customer an itemized statement of the **actual** final costs (Final Costs) incurred, adjusted to reduce such costs to only Customer's pro rata share of the actual final costs. In the event the Final Costs exceed the Required Capital Contribution, Customer shall pay Dominion Energy the difference within 30 days of the date of the itemized statement of costs. In the event the Required Capital Contribution exceed the Final Costs, Dominion Energy shall pay Customer the difference within 30 days of submitting the statement of costs. Any past due amounts shall bear interest at the rate of 6% per annum.

3. *Schedule.* Dominion Energy will notify Customer at least 48 hours in advance of beginning the Work. Dominion Energy may adjust its schedules without notice as required to handle emergencies on its system, after which it will informally notify Customer as to when the Work will be resumed. Dominion Energy recognizes that time is of the essence and shall make all reasonable efforts to ensure the Work is completed in a timely manner and before the completion of the project.
4. *Cooperation.* Customer shall ensure that its employees, agents, contractors and subcontractors coordinate their efforts and cooperate fully with Dominion Energy as required for efficient completion of the Work. In particular, Customer and Dominion Energy its employees, agents, contractors and subcontractors shall observe the requirements of Title 54, Chapter 8A of the Utah Code, titled Damage to Underground Utility Facilities, in connection with construction activities in the vicinity of the Work.
5. *Rights-of-Way and Exclusive Easement.* Customer grants to Dominion Energy, its agents and employees, the right to enter Customer's property at all reasonable times and at any time in the event of an emergency, and for all purposes related to the Work, the operation and maintenance of the Facilities, and/or the provision of natural gas service, including, but not limited to, the installation, inspection, maintenance, operation, protection, removal, replacement, service, and repair of the Facilities. Customer shall provide Dominion Energy with a 20 ft wide pipeline right-of-way for placement of the Facilities, as well as an exclusive easement for the placement of a regulator station. Customer will provide the pipeline easement in a form substantially similar to that shown in **Exhibit B**. Customer shall provide the exclusive easement in a form substantially similar to **Exhibit C**. Dominion Energy will not commence construction until it has received all required rights-of-way and the exclusive easement referenced in this Paragraph.
6. *Cancellation.* If the Work does not begin within six months of the Effective Date, Dominion Energy may, at its option, cancel this Agreement and charge Customer for any actual costs incurred up to the date of cancellation unless such delay is a result of a lack of diligence by Dominion Energy.
7. *Subcontractors.* Dominion Energy may subcontract with third parties, at its sole discretion, for the provision of any of the services contemplated by this Agreement, and so doing does not create or pose third party beneficiary status upon Customer.
8. *Contamination.* If Dominion Energy encounters any contaminated soil or groundwater during the Work that requires remediation or disposal, or poses a hazard, Dominion Energy may suspend the installation or trenching until the contamination is removed, disposed of and/or remediated to Dominion's satisfaction and at no cost to Dominion. Upon prior written notice to the Customer, if Dominion Energy elects to remediate the contamination, Customer shall pay all costs incurred by Dominion Energy arising from or caused by the remediation as Additional Construction Costs.
9. *Adverse Weather.* If, during or prior to construction, Dominion Energy encounters adverse weather conditions that, in Dominion's sole judgment, prevent it from safely excavating or backfilling trenches or any other Work contemplated by this Agreement using its normal construction methods and equipment, Dominion Energy may, at its sole discretion, postpone construction until weather conditions permit normal construction methods.
10. *Ownership of Facilities.* The Facilities that Dominion Energy constructs to render natural gas service shall at all times remain solely the property of Dominion. Dominion Energy may render service to other customers from these Facilities and otherwise utilize them as it sees fit without liability of any kind, except that Dominion Energy would have to obtain any additional right-of-way for related pipelines over Customer property, the granting of which would be at Customer's reasonable discretion. Nothing herein shall constitute a waiver of any legal right to

condemn real property and Dominion Energy expressly retains any right of condemnation that it may have against Customer or any other property owner.

11. Relocation. Dominion Energy shall have no obligation to relocate any of the Facilities. If Customer requests that any of the Facilities be relocated, and Dominion Energy agrees to relocate the facilities, then Customer shall bear all costs associated with such relocation.

12. Minimum Distances. Customer shall not install and shall not permit the installation of any underground facilities within three feet horizontally or one foot vertically from Dominion’s Facilities. Customer shall not install and shall not permit the installation of any above-ground structures within fifteen (15) feet of Dominion’s Facilities.

13. Indemnity. To the fullest extent permitted by law, Customer shall release, indemnify, hold harmless, and defend Dominion, its parent company and affiliates at any tier, and their respective directors, officers, employees, and agents (collectively Indemnified Parties) from and against any and all liabilities, losses, claims, demands, liens, fines, and actions of any nature whatsoever, including but not limited to attorney fees and defense costs (collectively Liabilities) arising out of, related to, or in connection with any Work contemplated by this Agreement; however, in no event shall Customer be required to indemnify or defend the Indemnified Parties from and against any Liabilities to the extent caused by the negligence or willful misconduct of Dominion Energy or Dominion’s contractors at any tier. The release, indemnification, hold harmless, and defense obligations of this Agreement extend, but are not limited to, Liabilities in favor of, claimed, demanded or brought by Customer itself, Customer’s employees or subcontractors, employees of the Indemnified Parties, or third parties on account of injury, death, property damage, or other losses. Without relieving Customer of any obligation under this Agreement, Dominion Energy may, at its option, fully participate in the investigation, defense, and settlement of any Liabilities.

14. Consequential Damages. Dominion Energy shall not be liable to Customer for any indirect, consequential, incidental, special, punitive, or exemplary damages including, but not limited to, loss of profit, loss of use, or business interruption, even if advised of the possibility of such damages.

15. Force Majeure. Except for payment of amounts due, Dominion Energy shall not be liable for any failure to perform this Agreement, when the failure is due to any because which is not reasonably within the control of Dominion. Prompt, detailed notice of the force majeure shall be given by Dominion Energy to Customer. In the event of force majeure, Dominion Energy shall immediately take all necessary action to abate the cause.

16. Natural Gas Service. This Agreement is not an agreement to provide natural gas service. Upon completion of the Facilities, Dominion Energy will provide natural gas service utilizing the Facilities in accordance with Dominion’s Utah Natural Gas Tariff, PSCU 600 (“Tariff”) on file with the Utah Public Service Commission (“Commission”) as may be revised from time to time. No Party shall be precluded by this Agreement from petitioning the Commission for modification of any applicable rate schedules or rules and regulations pertaining to gas service. Nothing in this Agreement shall be deemed to require Dominion Energy to install additional capacity to serve Customer’s future needs.

17. Notices. All notices concerning this Agreement, other than the day-to-day communications between the Parties, shall be in writing and shall be sent to the relevant address set forth below. The Parties may designate other addressees or addresses by notice to the other Party. A notice shall be deemed effective (a) when given by hand delivery; (b) three days after deposit into the U.S. mail, postage prepaid; or (c) one business day after deposit with commercial overnight delivery service, charges prepaid.

Utah
Attn: Director of Account Management
333 South State Street
P.O. Box 45360
Salt Lake City, Utah 84145-0360

Attn: _____

18. Assignment. Neither party may assign this Agreement or any rights, obligations, or payments unless, in advance of the assignment, it has received the other party’s written consent. This Agreement shall be binding upon and inure to the benefit of the Parties’ permitted successors and assigns.

19. Severability. If any provision or part of a provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but this Agreement shall be construed as if it did not contain such invalid, illegal, or unenforceable provision. Each provision shall be deemed to be enforceable to the fullest extent available under applicable law.

20. Survival of Terms. The Parties' representations, rights and obligations of indemnity, limitations of damages, and payment created or required to be enforced shall survive termination of this Agreement.

21. Waiver. The failure of a Party to require the performance of a term or obligation under this Agreement, or the waiver by a Party of any breach, shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach under this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the Party against whom charged.

22. Applicable Law. This Agreement is governed by Utah law and the Tariff, rules, and regulations on file with the Commission. In the event that the Tariff, rules, or applicable regulations conflict with any term in this Agreement, the Tariff, rules or applicable regulations shall govern. In the event it becomes necessary for either Party to enforce its rights under this Agreement, then with or without litigation, the prevailing Party shall be entitled to recover all expenses, including reasonable attorney fees and costs, arising out of the enforcement of its rights.

23. Entire Agreement. This Agreement, together with its exhibit(s), contains the entire agreement between the Parties concerning the subject matter, and it replaces and supersedes any and all prior or contemporaneous, oral or written, agreements, understandings, communications, and representations between the Parties. Any terms or conditions contained in any confirmation, statement, or invoice that differ or vary the terms of this Agreement are null and void and shall have no effect between the Parties. This Agreement may not be amended except in writing signed by the Parties.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which will constitute an original but all of which together constitute a single document.

25. Authority. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.

INTENDING TO BE LEGALLY BOUND, the Parties have executed this Agreement on the day and year first above written.

**QUESTAR GAS COMPANY
dba DOMINION ENERGY UTAH**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**EXHIBIT A
(The Facilities)**

THIS EXHIBIT A (Exhibit A) is part of and subject to the Facilities Agreement by and between Questar Gas Company dba Utah (Dominion Energy) and Hyrum City (Customer) effective _____, 202_ (Agreement). Capitalized terms used but not defined in this Exhibit A have the meanings assigned them in the Agreement.

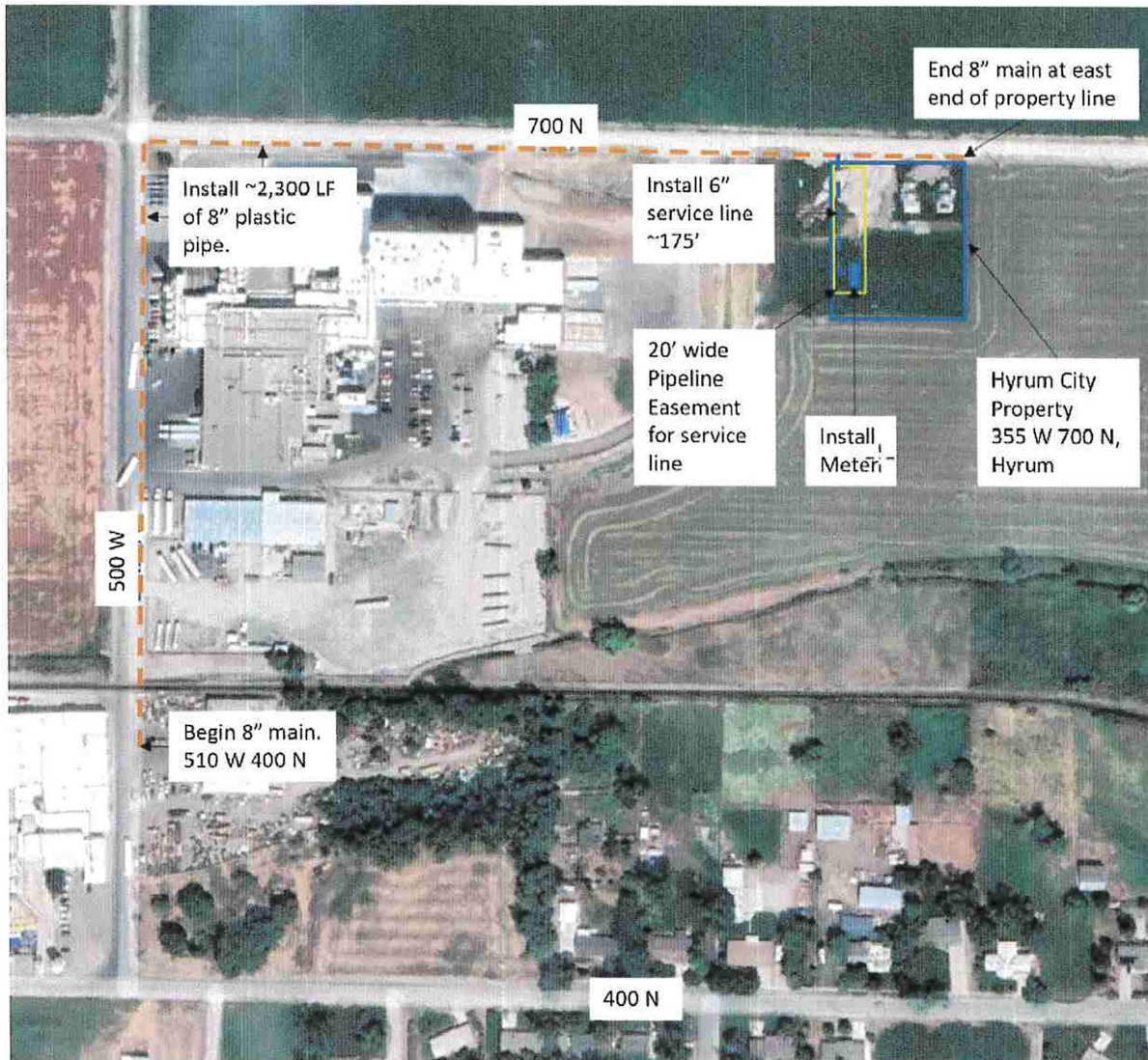


EXHIBIT B
(Form Right of Way and Easement Grant)

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
CP

Space above for County Recorder's use
PARCEL I.D.#

RIGHT-OF-WAY AND EASEMENT GRANT

Hyrum City, a Utah municipality, Grantor, does hereby convey to QUESTAR GAS COMPANY dba Dominion Energy Utah, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a non-exclusive right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Cache, State of Utah, as shown on Exhibit "A" attached hereto and by this reference made a part hereof and more particularly described as follows, to-wit:

Land of the Grantor located in **Section , Township South, Range East, Salt Lake Base and Meridian;**

[INSERT DESCRIPTION]

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long the Facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the Facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, its agents, employees or as a result of Grantor's negligence.

7. By accepting this easement, Grantee agrees to indemnify, hold harmless and defend Grantor, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantee's use of the easement or any activity conducted hereon by Grantee, its agents, employees or as a result of Grantee's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of _____, 20__.

[INSERT ENTITY NAME HERE]

[Secretary], Secretary

By: _____

(SEAL)

[President], President

STATE OF UTAH)
) ss.
COUNTY OF [COUNTY])

On the ____ day of _____, 20__ personally appeared before me _____, and _____ who, being duly sworn, did say that they are the _____ and _____, respectively, of _____, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors or its Bylaws, and said _____ and _____ acknowledged to me that said corporation duly executed the same.

Notary Public

**Exhibit C
(Exclusive Easement)**

PARCEL I.D.#03-067-0021

EXCLUSIVE RIGHT-OF-WAY AND EASEMENT GRANT

Hyrum City, a political subdivision located in Cache County, Utah, GRANTOR, does hereby convey and warrant to QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH, GRANTEE, its successors and assigns, for the sum of TEN DOLLARS (\$10.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a perpetual exclusive right-of-way and easement ("Exclusive Easement") to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace above and below ground pipelines, valves, valve boxes, cathodic monitoring and mitigation facilities, and other gas transmission and distribution facilities, including buildings and fencing or any other lawful uses of the Exclusive Easement related to or in connection with Grantee's business purposes (hereinafter collectively called "Facilities"), said Exclusive Easement being situated in the County of Cache, State of Utah, as shown on Exhibit "A" attached hereto and by this reference made a part hereof and more particularly described as follows, to-wit:

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, LOCATED IN CACHE COUNTY, UTAH.

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 34, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEARING SOUTH 2644.66 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 34, SAID POINT BEING SHOWN ON THE "SURVEY FOR HYRUM CITY OF THE HYRUM CITY, GRAVEL PIT", ON FILE IN CACHE COUNTY RECORDER'S OFFICE AS RECORD OF SURVEY NUMBER 52, FILING 427737, DATED OCTOBER 22, 1979;

THENCE EAST 60 FEET ALONG THE SOUTHERLY LINE OF THE NORTHWEST QUARTER TO THE EASTERLY RIGHT OF WAY LINE OF THE OLD COUNTY ROAD DESIGNATED AS 100 EAST;

THENCE NORTH 15°14'26" ALONG THE SAID EASTERLY RIGHT OF WAY OF 100 EAST LINE A DISTANCE OF 589.64 FEET TO THE POINT OF BEGINNING;

THENCE N 90°00'00" E A DISTANCE OF 115.00 FEET TO THE EAST LINE OF THE SAID HYRUM CITY GRAVEL PIT;

THENCE N 0°00'00" E ALONG THE EAST LINE A DISTANCE OF 128.46 FEET;
THENCE N 0°00'00" W A DISTANCE OF 80.00 FEET TO THE SAID EASTERLY RIGHT OF WAY LINE OF 100 EAST;
THENCE S 15°14'26" W ALONG THE SAID RIGHT OF WAY LINE A DISTANCE OF 133.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,525 SQUARE FEET, MORE OR LESS

TO HAVE AND TO HOLD the Exclusive Easement unto Grantee, its successor and assigns.

Without limiting the generality of the foregoing, Grantor acknowledges, and covenants as follows:

- 1. Grantee, in Grantee' sole discretion, may restrict or completely prohibit Grantor, its successors or assigns, or any third-party access to the Exclusive Easement.
- 2. The Exclusive Easement shall be fenced, gated, and locked as deemed necessary by Grantee, provided Grantee shall comply with any applicable laws, regulations, or ordinances.
- 3. Grantor represents and warrants that there are no mortgages, deeds of trust, liens, covenants, conditions and restrictions, or other encumbrances covering the Exclusive Easement prior to the execution of this Exclusive Right-of-Way and Easement Grant which have not been subordinated.
- 4. Grantor acknowledges and agrees that it has no right to, shall not attempt to encumber with, and the Exclusive Easement shall not be subject to, any covenants, conditions and restrictions, liens, mortgages, deeds of trust, or other encumbrances created by Grantor or its successors or assigns after the date of recording of this Exclusive Easement.
- 5. By accepting this easement, Grantee agrees to indemnify, hold harmless and defend Grantor, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantee's use of the easement or any activity conducted hereon by Grantee, its agents, employees or as a result of Grantee's negligence.

This Exclusive Easement shall run with the land and shall be binding upon and inure to the benefit of the successors, assigns, and transferees, of Grantor and the successors, assigns, and transferees of Grantee, and may be transferred, assigned, pledged, and hypothecated in whole or in part by Grantee.

IN WITNESS WHEREOF, Grantor has executed this agreement this _____ day of _____, 20_____

GRANTOR:
By: _____

Attest: _____

Stephanie Miller – Mayor

Stephanie Fricke – City Recorder

