



## CITY COUNCIL MEETING

Thursday, May 06, 2021 at 6:30 PM  
Council Chambers, 60 West Main, Hyrum, Utah

### AGENDA

Public notice is hereby given of a Hyrum City Council Meeting to be held in the Council Chambers, 60 West Main, Hyrum, Utah at 6:30 PM, May 06, 2021. The proposed agenda is as follows:

1. **ROLL CALL**
2. **CALL TO ORDER**
3. **WELCOME**
4. **PLEDGE OF ALLEGIANCE**
5. **INVOCATION**
6. **APPROVAL OF MINUTES**
7. **AGENDA ADOPTION**
8. **PUBLIC COMMENT**
9. **PUBLIC HEARING**
  - A. [To receive public comments regarding vacating a City Street at 560 South between 1400 East and 1490 East \(approximately 143' x 60'\) in Hyrum, Utah.](#)
10. **SCHEDULED DELEGATIONS**
  - A. **Shelley Sadler** - To request permission to use the East Field Park for a Farmer's Kids Market on Saturdays.
  - B. **Ken Coleman, Scenic Mountain PUD** - To request final plat approval for Phase 2 of Scenic Mountain PUD located at 650 East 730 North consisting of 39 multi-family housing units.
  - C. **Josh Runhaar, Neighborhood Housing Solutions** - To request final plat approval for Phase 1 of Mountain View South Subdivision located at 600 South 1490 East consisting of 17 single family lots.
  - D. **Shannon Ewing** - To request a Home Occupation Business License at 39 West 300 North for a hair salon.
  - E. **Kileigh Marrett** - To request a Home Occupation Business License at 689 East 480 South for a Hair Salon.
  - F. **Evan Cornia** - To request a Home Occupation Business License at 402 South 650 East for an equipment rental office.

- G. [Shelby Larsen - To request a Home Occupation Business License at 330 South 200 West for a welding and custom fabrication shop.](#)

**11. INTRODUCTION AND APPROVAL OF RESOLUTIONS AND ORDINANCES**

- A. [Resolution 21-07 - A resolution approving an interlocal agreement between Cache County and Hyrum City for the administration of 2021 Municipal Elections.](#)

**12. OTHER BUSINESS**

- A. [Discussion on increasing electrical service rates.](#)
- B. [Consideration and approval of the engineering contract for the Elite Hall Exterior Restoration Project.](#)
- C. Discussion on Justice Court.
- D. Presentation of the 2021-2022 Operating Budgets.
- E. Mayor and City Council Reports.

**13. ADJOURNMENT**

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**Stephanie Fricke**  
**City Recorder**

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Hyrum City at 435-245-6033 at least three working days before the meeting.

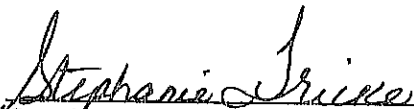
**CERTIFICATE OF POSTING** - The undersigned, duly appointed and acting City Recorder of Hyrum City, Utah, does hereby certify that a copy of the foregoing Notice was emailed to The Herald Journal, Logan, Utah, posted on the Utah Public Notice Website and Hyrum City's Website, provided to each member of the governing body, and posted at the City Offices, 60 West Main, Hyrum, Utah, this **30th day of April, 2021**. Stephanie Fricke, MMC, City Recorder.



## NOTICE OF PUBLIC HEARING

Notice is hereby given that the Hyrum City Council of Hyrum, City, Utah will hold a public hearing Thursday, May 6, 2021 at 6:30 p.m. in the Hyrum City Council Chambers, 60 West Main, Hyrum. The purpose of this hearing is to receive public comments regarding vacating a City Street at 560 South between 1400 East and 1490 East (approximately 143' x 60') in Hyrum, Utah.

A map of the proposed road vacating is available for public inspection at the Hyrum City Office, 60 West Main, Hyrum, weekdays between the hours of 8:00 a.m. and 4:30 p.m., and on the City's website at [www.hyrumcity.org](http://www.hyrumcity.org).

  
Stephanie Fricke  
City Recorder

Published in the Herald Journal on April 24, 2021.

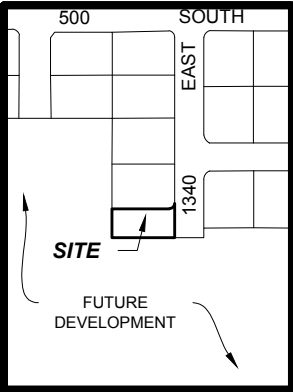
Posted on the Utah Public Notice Website and Hyrum City Website April 21, 2021.

**PUBLIC STREET VACATION**  
**560 SOUTH**  
**CITY COUNCIL MEETING**  
**MAY 6, 2021**

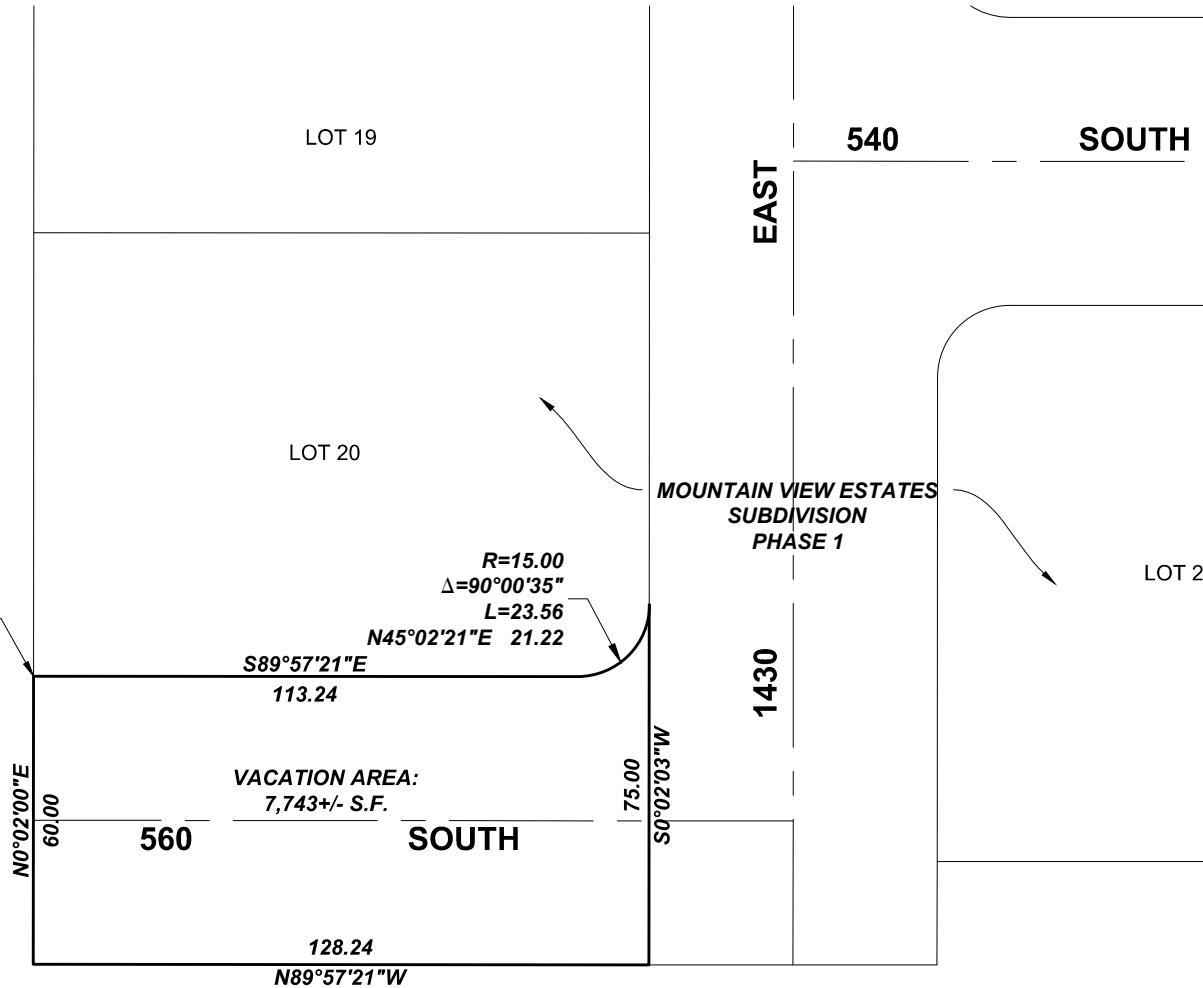
Summary: Neighborhood Housing Solutions is seeking approval of the vacation of a portion of public road and public utility easement shown as 560 South as dedicated on “Mountain View Estates Phase 1 – Final Plat” recorded in the official records of Cache County, State of Utah on August 4, 2017, County Recorder’s Number 1177249.

ZONING: R-2 Residential

NOTES: Area to be vacated is approximately 7,743 square feet. With the proposed changes and dedications as shown on Mountain View Estates South Preliminary Plat, this portion of road will not be needed for public infrastructure.



POINT OF BEGINNING  
SOUTHWEST CORNER  
OF LOT 20, PHASE 1,  
MOUNTAIN VIEW  
ESTATES SUBDIVISION



**civilsolutionsgroupinc**

Section 9. Item A.

UTAH VALLEY | P: 801.874.1432  
PROVIDENCE | P: 435.213.3762  
SALT LAKE CITY | P: 801.216.3192  
info@civilsolutionsgroup.net  
www.civilsolutionsgroup.net

**ROADWAY VACATION EXHIBIT**

LOCATION: NE 1/4 OF SECTION 10, T10N, R1E, SLB&M,  
HYRUM, UTAH

PREPARED FOR: NEIGHBORHOOD HOUSING SOLUTIONS  
&  
HYRUM CITY

SCALE: NTS	DRAWN BY: C. BOWN
DATE: 2-24-21	PROJECT #: 20-209

01-075-0011

01-075-0012

01-154-0268  
01-154-0266  
01-154-0269  
01-145-0001  
01-154-0264  
01-154-0263  
01-154-0261  
01-154-0257  
01-154-0259  
01-154-0256  
01-154-0254  
01-154-0253  
01-154-0251  
01-154-0249  
01-154-COMM

01-153-0008  
01-153-0005  
01-153-0007  
01-153-0004  
01-153-0006  
01-153-0002  
01-153-0001  
01-153-0027  
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01-072-0001  
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01-072-0042  
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01-072-0044  
01-072-0045  
01-072-0046  
01-072-0047  
01-072-0048  
01-072-0049  
01-072-0050

01-075-0011  
01-075-0012

Vacated Road

E 560S

01-072-0001



**SCENIC MOUNTAIN PUD PHASE 2 – FINAL PLAT**  
**650 EAST 730 NORTH**  
**CITY COUNCIL MEETING**  
**MAY 6, 2021**

Summary: Scenic Mountain Development, LLC is seeking Final Plat approval for Phase 2 of their Scenic Mountain Subdivision, a Planned Unit Development. This proposes 39 townhome lots to be built on approximately 3.88 acres. This phase is located between 600 East and 700 East, and 700 North and 800 North.

ZONING: C-1 Commercial

UTILITIES:

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

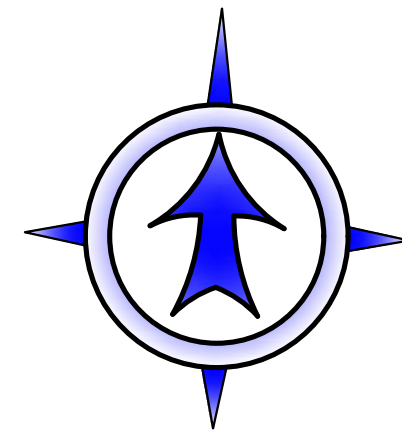
PARKING & ROADS: Proposed roads and parking are to be maintained as a private road. Easement for public utilities and access for emergency services to be included.

NOTES: Addresses and street numbers to be corrected to City standards. Various notes to be updated to reflect Code requirements and clarity.

A FINAL PLAT FOR:

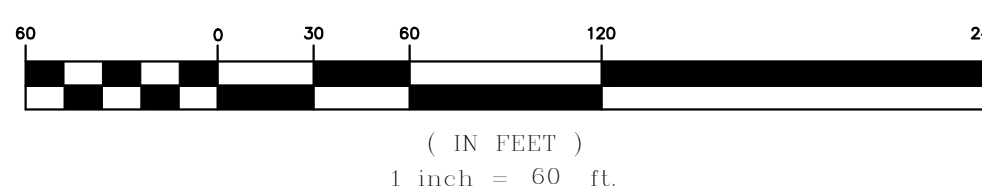
# Scenic Mountain Subdivision Phase 2

Multi-Family Residential and Commercial Planned Unit Development  
A PART OF THE SOUTHEAST QUARTER AND NORTHEAST QUARTER OF SECTION 33, T11N, R1E, S.L.B.&M.  
HYRUM, CACHE COUNTY, UTAH  
Containing 3.879 Acres In a Residential Parcel

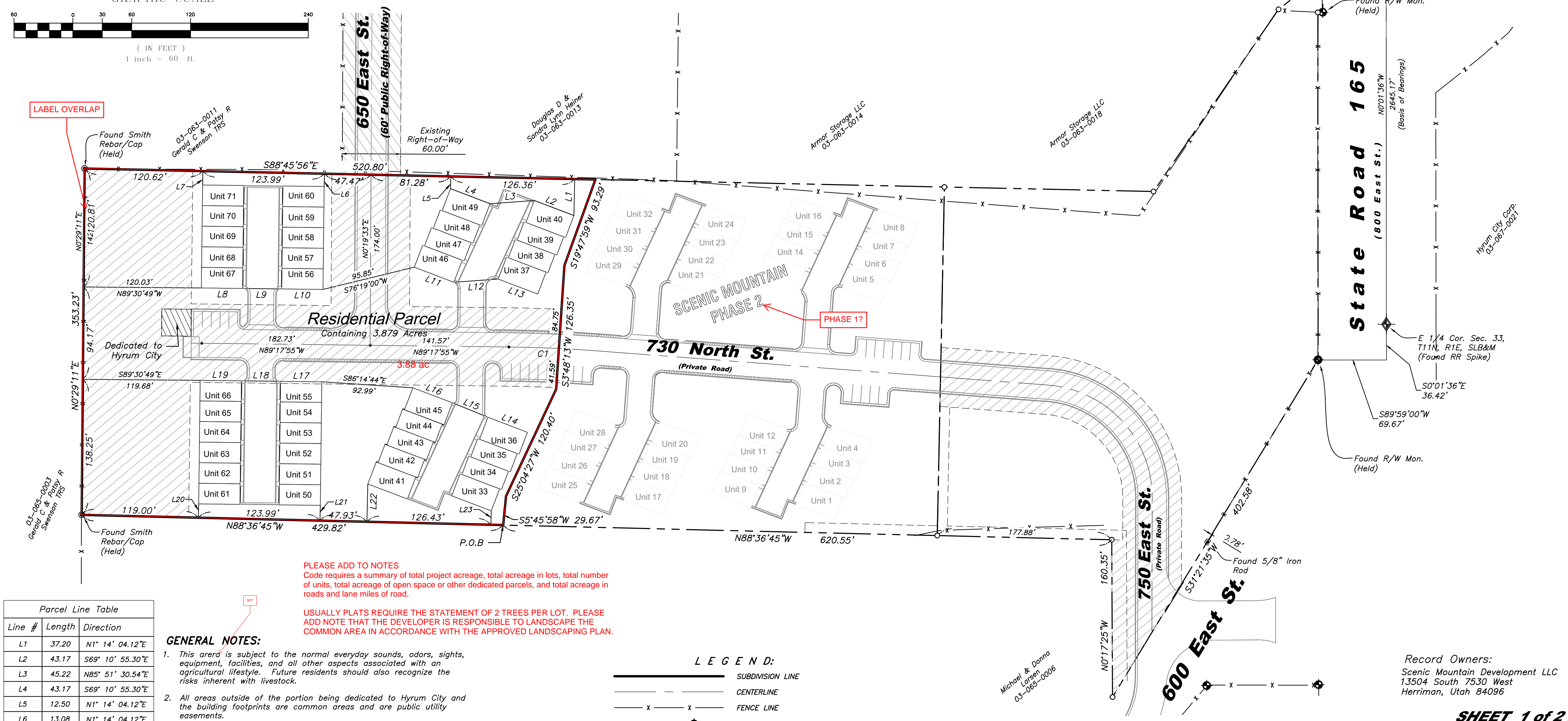


April 20, 2021

GRAPHIC SCALE



LABEL OVERLAP



**PLEASE ADD TO NOTES**  
Code requires a summary of total project acreage, total acreage in lots, total number of units, total acreage of open space or other dedicated parcels, and total acreage in roads and lane miles of road.

**USUALLY PLATS REQUIRE THE STATEMENT OF 2 TREES PER LOT. PLEASE ADD NOTE THAT THE DEVELOPER IS RESPONSIBLE TO LANDSCAPE THE COMMON AREA IN ACCORDANCE WITH THE APPROVED LANDSCAPING PLAN.**

Line #	Length	Direction
L1	37.20	N1° 14' 04.12"E
L2	43.17	S89° 10' 55.30"E
L3	45.22	N85° 51' 30.54"E
L4	43.17	S69° 10' 55.30"E
L5	12.50	N1° 14' 04.12"E
L6	13.08	N1° 14' 04.12"E
L7	14.23	N1° 14' 04.12"E
L8	42.00	S89° 17' 54.66"E
L9	40.00	N89° 17' 54.66"W
L10	42.00	S89° 17' 54.66"E
L11	43.17	S69° 10' 55.30"E
L12	45.22	S85° 51' 30.54"W
L13	43.17	S69° 10' 55.30"E
L14	43.17	N69° 10' 55.30"W
L15	39.01	S67° 50' 08.09"E
L16	43.17	N69° 10' 55.30"W
L17	42.00	N89° 17' 54.66"W
L18	40.00	S89° 17' 54.66"E
L19	42.00	N89° 17' 54.66"W
L20	14.13	S1° 23' 15.12"W
L21	15.61	S1° 23' 15.12"W
L22	38.58	S1° 23' 15.12"W
L23	14.21	S1° 23' 15.12"W

### GENERAL NOTES:

- This area is subject to the normal everyday sounds, odors, sights, equipment, facilities, and all other aspects associated with an agricultural lifestyle. Future residents should also recognize the risks inherent with livestock.
- All areas outside of the portion being dedicated to Hyrum City and the building footprints are common areas and are public utility easements.
- Dominion Energy approves this plat solely for the purpose of confirming that the plat contains public utility easements. Dominion Energy may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set in the owner's dedication and the notes and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion Energy's right-of-way department at 1-800-366-8532.

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	50.89	1420.97	2°03'07"	N88° 16' 21"W	50.89

### LEGEND:

- SUBDIVISION LINE
- CENTERLINE
- FENCE LINE
- RIGHT-OF-WAY MONUMENT
- FOUND REBAR AND CAP
- SECTION CORNER
- SET 5/8" REBAR W/ CAP
- Public Utility and Access Easement

ADD NOTE REFERRING TO PHASE 1 PLAT UNLESS THIS BOUNDARY IS CHANGING

IT WAS BROUGHT UP IN CITY COUNCIL LAST THAT THE DEDICATION NEEDS TO BE "TO HYRUM CITY" ON BEHALF OF THE PUBLIC. ALSO WORDING SHOULD REFLECT THE DESIRE TO KEEP THE STREET PRIVATE, BUT OPEN TO EMERGENCY SERVICES.

THE UNDERSIGNED, BEING OWNERS OF RECORD OF THE PARCELS OF LAND DEPICTED ON THIS PLAT OVER WHICH PUBLIC UTILITY AND ACCESS EASEMENTS ARE SHOWN DO HEREBY DEDICATE TO HYRUM CITY SAID EASEMENTS FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY LINES, AND FURTHER DEDICATE SAID EASEMENTS FOR THE UTILITIES AND INGRESS/EGRESS OF EMERGENCY SERVICES FOR THE ABOVE DESCRIBED DEVELOPMENT TO BE KNOWN AS: SCENIC MOUNTAIN SUBDIVISION PHASE 2.

### SURVEYOR'S CERTIFICATE

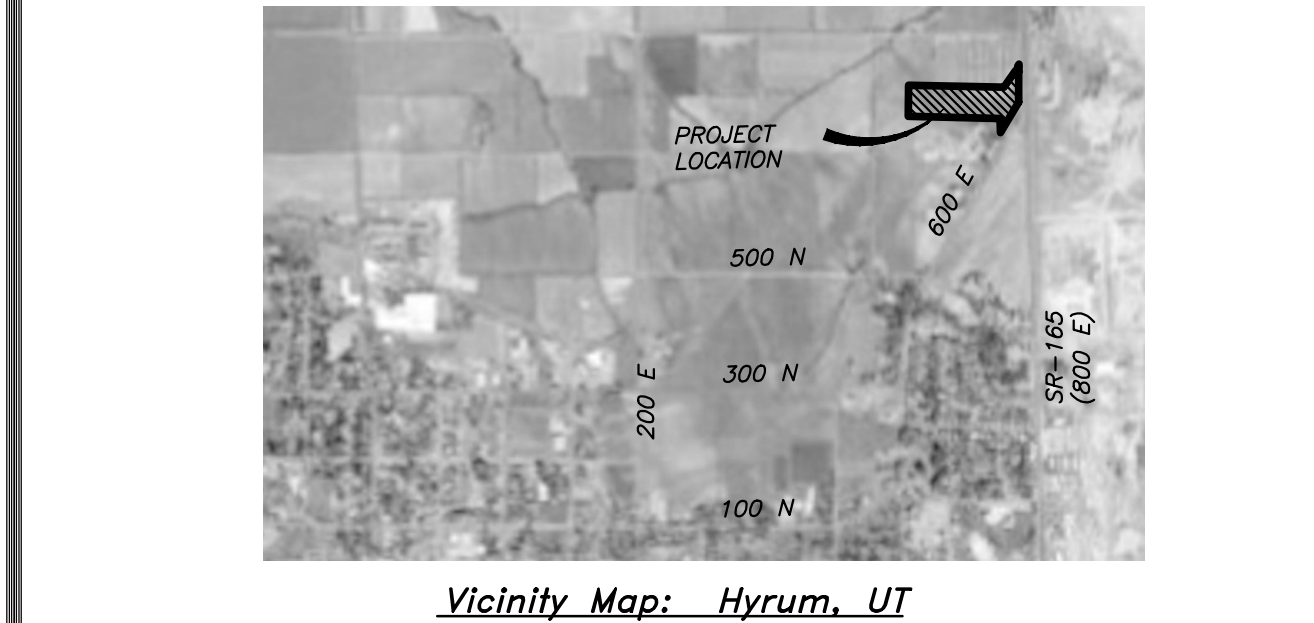
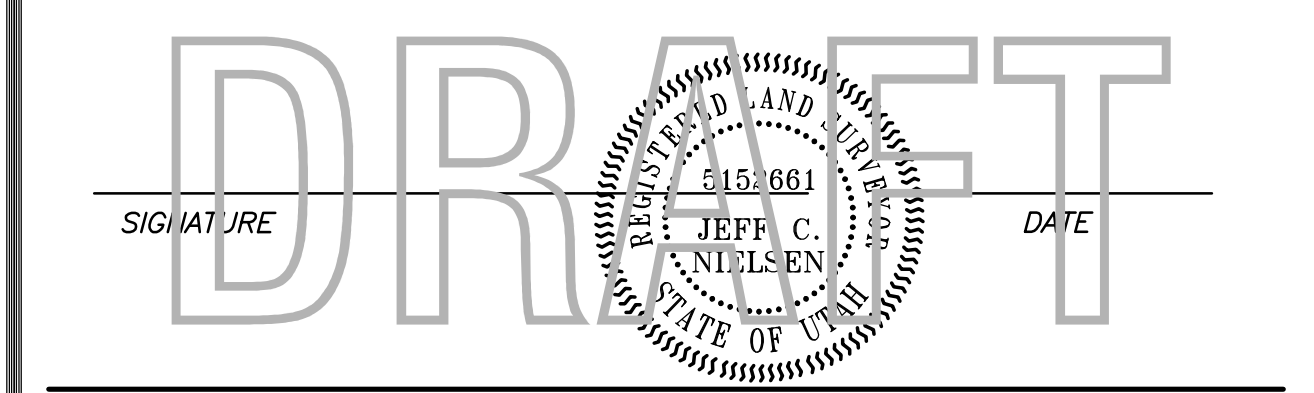
I, JEFF C. NIELSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 5152661 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS: SCENIC MOUNTAIN SUBDIVISION PHASE 2 AND THE SAME HAS BEEN CORRECTLY SURVEYED AND ALL STREETS ARE THE DIMENSIONS SHOWN.

### Boundary Descriptions

A PART OF THE SOUTHEAST QUARTER AND NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT LOCATED AT THE SOUTHWEST CORNER OF SCENIC MOUNTAIN PHASE 1 SAID POINT BEING LOCATED SOUTH 00°01'36" EAST, A DISTANCE OF 36.42 FEET AND SOUTH 89°59'00" WEST, A DISTANCE OF 69.67 FEET AND SOUTH 31°21'35" WEST, A DISTANCE OF 402.58 FEET AND NORTH 00°17'25" WEST, A DISTANCE OF 160.35 FEET AND NORTH 88°36'45" WEST, A DISTANCE OF 620.55 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 33, THENCE RUNNING NORTH 88°36'45" WEST, A DISTANCE OF 429.82 FEET; THENCE NORTH 00°29'11" EAST, A DISTANCE OF 353.23 FEET; THENCE SOUTH 88°45'56" EAST, A DISTANCE OF 520.80 FEET; THENCE SOUTH 19°47'59" WEST, A DISTANCE OF 93.29 FEET; THENCE SOUTH 03°48'13" WEST, A DISTANCE OF 126.35 FEET; THENCE SOUTH 25°04'27" WEST, A DISTANCE OF 120.40 FEET; THENCE SOUTH 05°45'58" WEST, A DISTANCE OF 29.67 FEET TO THE POINT OF BEGINNING. CONTAINING 3.879 ACRES.

COULD YOU ADD AN ALONG CALL FOR THE COMMON BOUNDARY WITH PHASE 1?



## FORESIGHT LAND SURVEYING

2005 North 600 West, Logan, Utah  
435-753-1910

Project No. 19-058  
Prepared by JH, 4/20/21

### ACKNOWLEDGMENT

STATE OF UTAH )  
COUNTY OF CACHE ) SS.

THE FOREGOING INSTRUMENT WAS PERSONALLY ACKNOWLEDGED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC THIS DAY OF \_\_\_\_\_, 20\_\_\_\_, BY \_\_\_\_\_, WHO PROVED ON BASIS OF SATISFACTORY EVIDENCE TO BE \_\_\_\_\_ AND IS SAID PERSON WHOSE NAME IS SUBSCRIBED TO THIS INSTRUMENT AND THAT SAID DOCUMENT WAS SIGNED BY HIM/HER IN BEHALF OF SAID \_\_\_\_\_ BY AUTHORITY OF ITS BYLAWS. WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

### COUNTY RECORDER'S NO.

STATE OF UTAH, COUNTY OF \_\_\_\_\_, RECORDED AND FILED AT THE REQUEST OF: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ FEE: \_\_\_\_\_

ABSTRACTED \_\_\_\_\_

INDEX FILED IN: FILE OF PLATS COUNTY RECORDER

### CITY COUNCIL APPROVAL AND ACCEPTANCE

PRESENTED TO THE HYRUM CITY COUNCIL THIS DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
ATTEST

### PLANNING COMMISSION APPROVAL

APPROVED THIS DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_ BY THE HYRUM CITY PLANNING AND ZONING COMMISSION.

BY: \_\_\_\_\_ CHAIRPERSON

### CITY ENGINEER'S CERTIFICATE

I CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED AND THAT IT IS CORRECT AND IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY ENGINEER

### CITY ATTORNEY APPROVAL

I CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE PLAT AS TO FORM AS REQUIRED BY STATE LAW AND CITY ORDINANCE THIS DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
HYRUM CITY ATTORNEY

### UTILITY COMPANY APPROVALS

THE UTILITY EASEMENTS SHOWN ON THIS PLAT ARE APPROVED

HYRUM CITY CULINARY WATER AUTHORITY	DATE
HYRUM CITY SANITARY SEWER AUTHORITY	DATE
HYRUM CITY POWER	DATE
COMCAST	DATE
DOMINION ENERGY	DATE

### ACKNOWLEDGMENT

State of UTAH  
County of CACHE

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ personally appeared before me, the undersigned notary public in and for said county of Cache, in the state of Utah, the signers of the attached owners dedication, \_\_\_\_\_ in numbers, who duly acknowledged to me they signed it freely and voluntarily and for the purpose therein mentioned.

\_\_\_\_\_  
NOTARY PUBLIC

### OWNERS DEDICATION

THE UNDERSIGNED, BEING OWNERS OF RECORD OF THE PARCELS OF LAND DEPICTED ON THIS PLAT OVER WHICH PUBLIC UTILITY AND ACCESS EASEMENTS ARE SHOWN DO HEREBY DEDICATE SAID EASEMENTS FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY LINES AS AUTHORIZED BY HYRUM CITY, AND FURTHER DEDICATE SAID EASEMENTS FOR THE UTILITIES AND INGRESS/EGRESS OF THE PUBLIC FOR THE ABOVE DESCRIBED DEVELOPMENT TO BE KNOWN AS: SCENIC MOUNTAIN SUBDIVISION PHASE 2.

EXECUTED THIS DAY OF \_\_\_\_\_, 20\_\_\_\_.

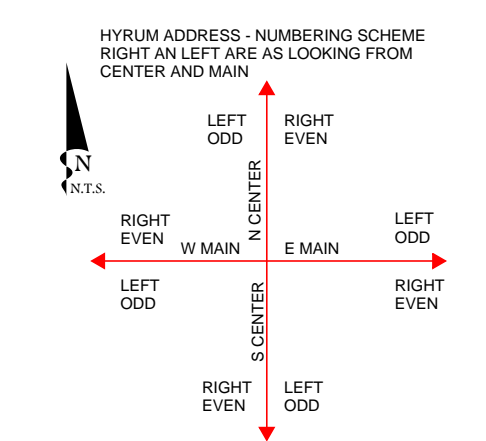
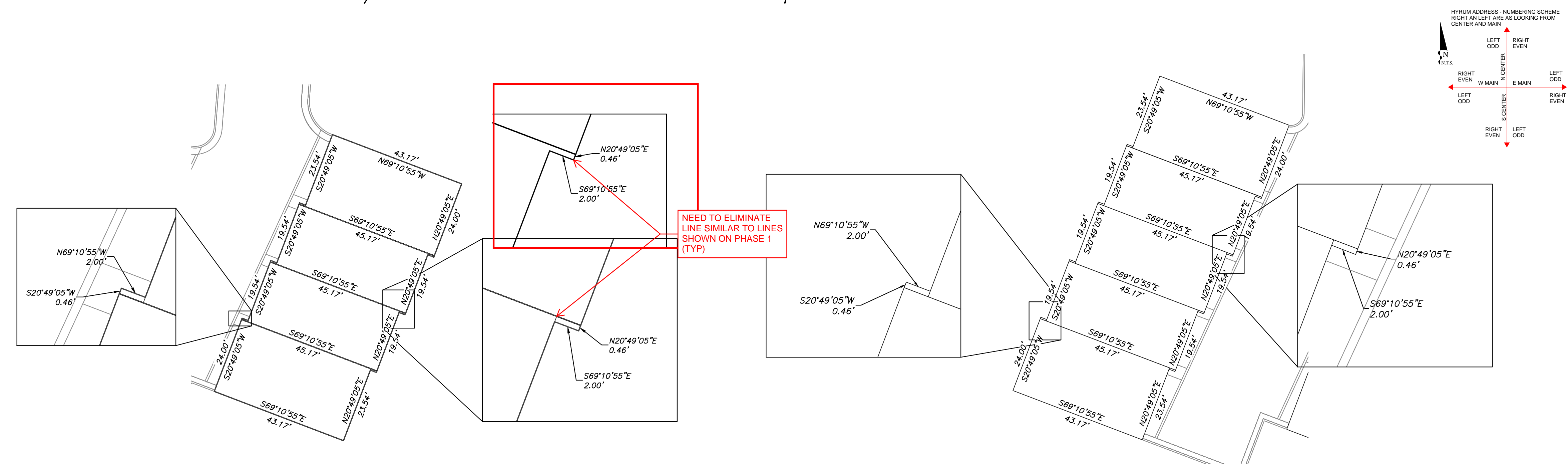
SCENIC MOUNTAIN DEVELOPMENT LLC

SHEET 1 of 2

Record Owners:  
Scenic Mountain Development LLC  
13504 South 7530 West  
Herriman, Utah 84096



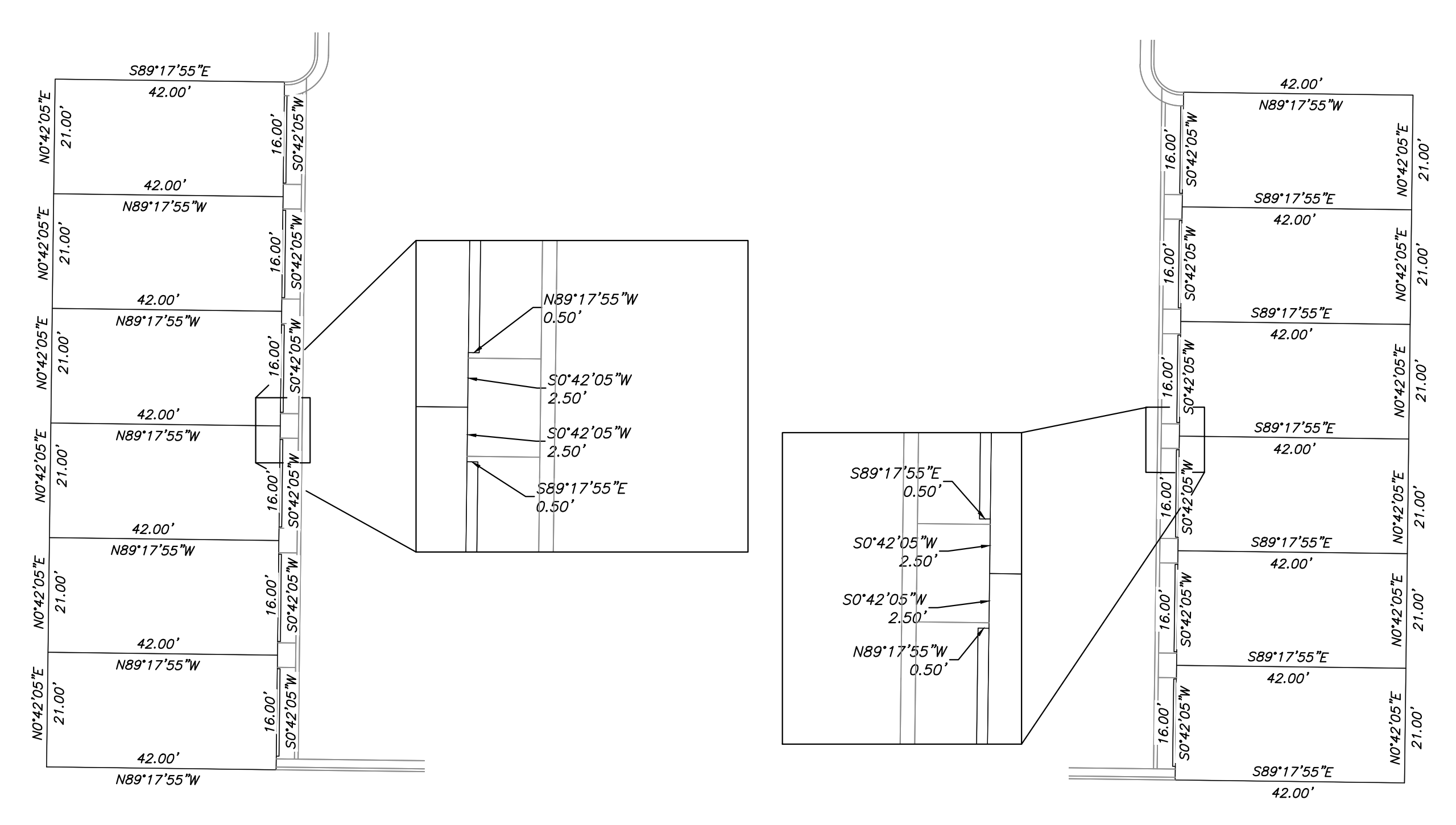
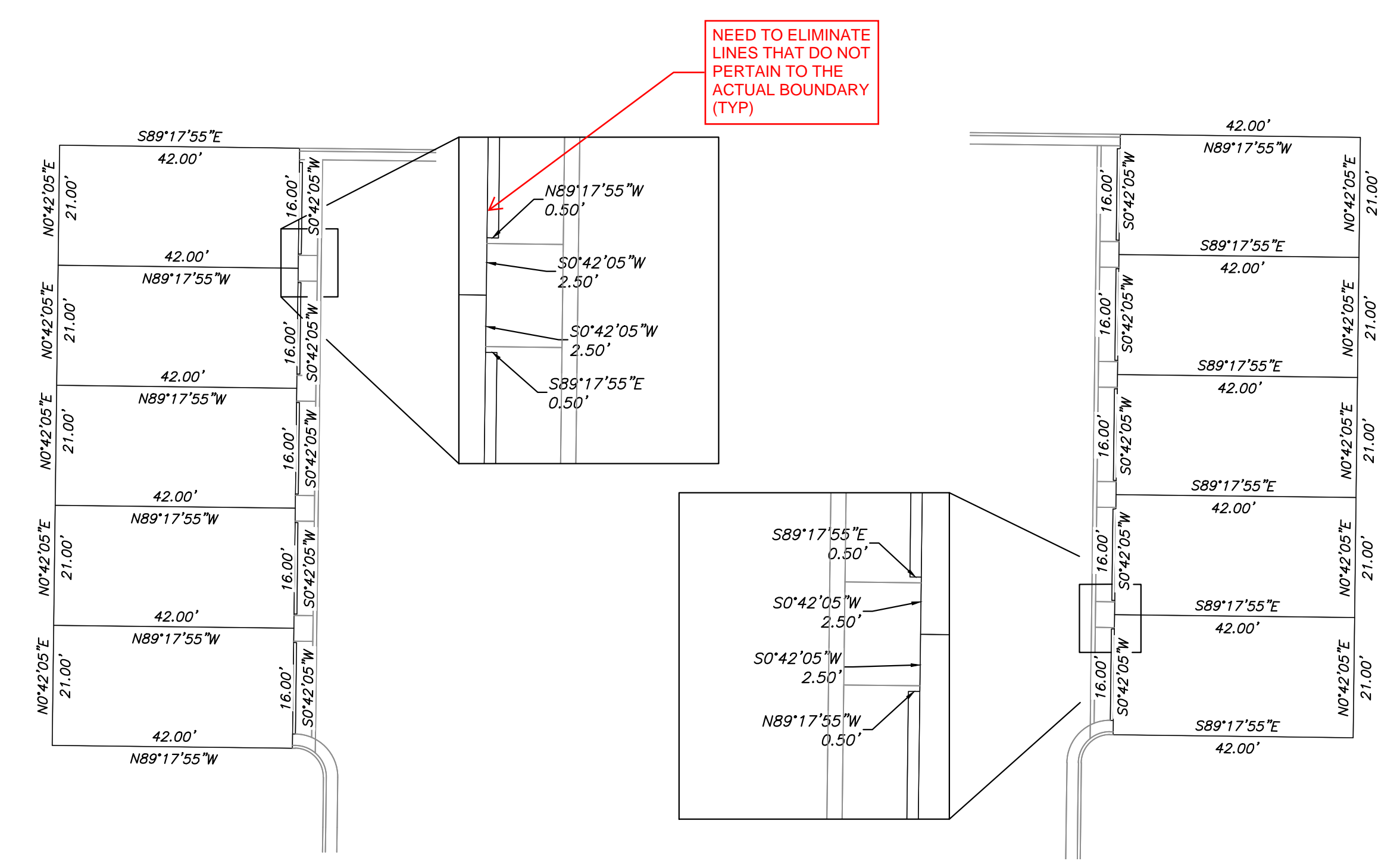
A FINAL PLAT FOR:  
**Scenic Mountain Subdivision Phase 2**  
 Multi-Family Residential and Commercial Planned Unit Development



UNIT #:	ADDRESS:	
33	661 EAST 730 NORTH	RIGHT
34	663 EAST 730 NORTH	EVEN
35	665 EAST 730 NORTH	
36	667 EAST 730 NORTH	
37	662 EAST 730 NORTH	LEFT
38	664 EAST 730 NORTH	ODD
39	666 EAST 730 NORTH	
40	668 EAST 730 NORTH	
41	651 EAST 730 NORTH	RIGHT
42	653 EAST 730 NORTH	EVEN
43	655 EAST 730 NORTH	
44	657 EAST 730 NORTH	
45	659 EAST 730 NORTH	LEFT
46	652 EAST 730 NORTH	ODD
47	654 EAST 730 NORTH	
48	656 EAST 730 NORTH	
49	658 EAST 730 NORTH	RIGHT
50	639 EAST 730 NORTH	EVEN
51	641 EAST 730 NORTH	
52	643 EAST 730 NORTH	
53	645 EAST 730 NORTH	RIGHT
54	647 EAST 730 NORTH	EVEN
55	649 EAST 730 NORTH	
56	640 EAST 730 NORTH	
57	642 EAST 730 NORTH	LEFT
58	644 EAST 730 NORTH	ODD
59	646 EAST 730 NORTH	
60	648 EAST 730 NORTH	
61	627 EAST 730 NORTH	RIGHT
62	629 EAST 730 NORTH	EVEN
63	631 EAST 730 NORTH	
64	633 EAST 730 NORTH	
65	635 EAST 730 NORTH	RIGHT
66	637 EAST 730 NORTH	EVEN
67	630 EAST 730 NORTH	
68	632 EAST 730 NORTH	
69	634 EAST 730 NORTH	LEFT
70	636 EAST 730 NORTH	ODD
71	638 EAST 730 NORTH	

**Typical of Units 33-40, 46-49**  
 Scale: 1" = 20'

**Typical of Units 41-45**  
 Scale: 1" = 20'



**Typical of Units 67-71**  
 Scale: 1" = 20'

**Typical of Units 56-60**  
 Scale: 1" = 20'

**Typical of Units 61-66**  
 Scale: 1" = 20'

**Typical of Units 50-55**  
 Scale: 1" = 20'

**FORESIGHT**  
 LAND SURVEYING  
 2005 North 600 West, Logan, Utah  
 435-753-1910

Project No. 19-058  
 Prepared by JH, 4/20/21

**MOUNTAIN VIEW ESTATES SOUTH PHASE 1 – FINAL PLAT**  
**600 SOUTH 1490 EAST**  
**CITY COUNCIL MEETING**  
**MAY 6, 2021**

Summary: Neighborhood Housing Solutions is seeking Final Plat approval for Phase 1 of their Mountain View Estates South development. This proposes 17 single family lots to be built on approximately 5.4 acres. This phase is located between 1400 East and 1600 East (Hammer Road), and 550 South and 650 South.

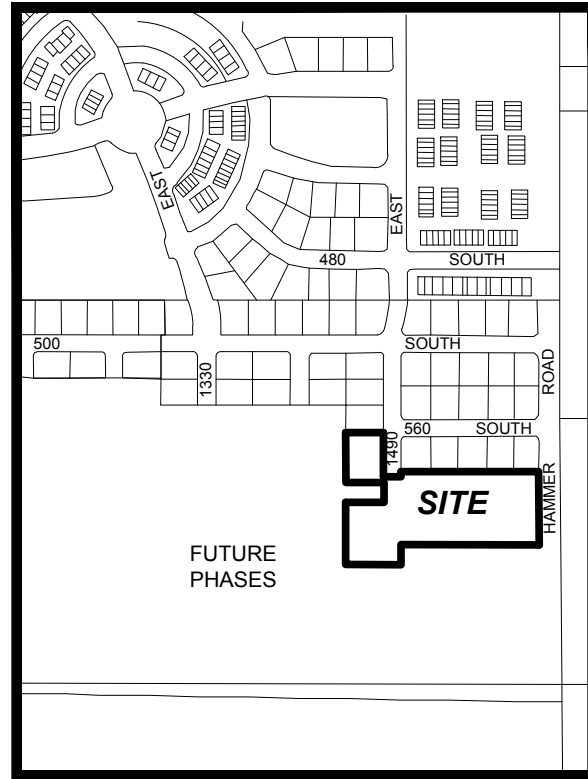
ZONING: R-2 Residential

UTILITIES:

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

PARKING & ROADS: Neighborhood Housing Solutions needs to update plat with a note to dedicate vehicular access rights along 700 S.

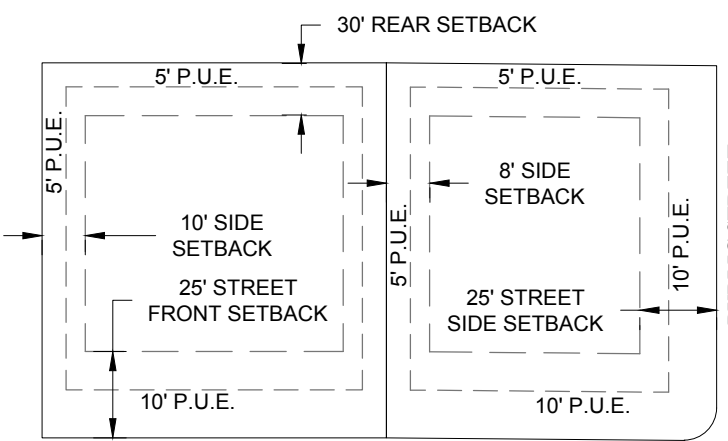
NOTES: Addresses and street numbers to be corrected to City standards. Need to include signatures for all land owners including the owners of Lot 13 (formerly Lot 20 of Phase 1).



VICINITY MAP

NOTES:

- 1. T-POST WITH #5 REBAR & CAP TO BE SET AT ALL REAR LOT CORNERS. NAIL/WASHER TO BE SET IN THE TOP OF THE CURB AT THE EXTENSION OF THE SIDE LOT LINES.
2. EXTENSIONS FOR SANITARY SEWER SYSTEMS, GAS SERVICE, ELECTRICAL SERVICE, GRADING AND LANDSCAPING, STORM DRAIN SYSTEMS, CURBS AND GUTTERS, FIRE HYDRANTS, PAVEMENT, SIDEWALKS, STREET LIGHTING AND SIGNING, AND OTHER IMPROVEMENTS SHALL BE FINANCED BY SUBDIVIDER.
3. ALTHOUGH THE SETBACK LINES SHOWN HEREON REFLECT CURRENT CITY REQUIREMENTS AS OF THE DATE OF THIS PLAT, FUTURE BUILDINGS SHALL BE SUBJECT TO THE SETBACK REQUIREMENTS IN EFFECT WHEN ANY BUILDING PERMITS ARE ISSUED. THE CURRENT SETBACKS, GRAPHICALLY SHOWN HEREON ARE AS FOLLOWS:
- FRONT 25'
- REAR 30'
- SIDE 8' & 10' (SEE DETAIL)
- 25' (IF SIDEYARD FRONTS A STREET)
4. THIS AREA IS SUBJECT TO THE NORMAL EVERYDAY SOUNDS, ODORS, SIGHTS, EQUIPMENT, FACILITIES, AND ALL OTHER ASPECTS ASSOCIATED WITH AN AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INHERENT WITH LIVESTOCK.
5. THE DEVELOPER WILL PLANT TWO (2) TREES HAVING A MINIMUM DIAMETER OF ONE AND ONE HALF (1 1/2) INCHES FOR EACH APPROVED SUBDIVISION LOT. FOUR (4) TREES SHALL BE PLANTED ON CORNER LOTS.
6. ALL STORM WATER SWALES SHALL REMAIN IN PLACE AFTER CONSTRUCTION. LOT OWNERS MAY NOT FILL IN OR MODIFY SWALE CONSTRUCTION.
7. SECTIONAL DATA AND OTHER SURVEY INFORMATION DISCLOSED ON THIS PLAT IS REFERENCED FROM A SURVEY PREPARED FOR GREGORY NIELSEN BY A.A.HUDSON AND ASSOCIATES AND FILED IN THE OFFICE OF THE CACHE COUNTY SURVEYOR UNDER SURVEY NO. 2015-055.



PUE & SETBACK DETAIL (TYPICAL SEE NOTE #3) NTS

LEGEND

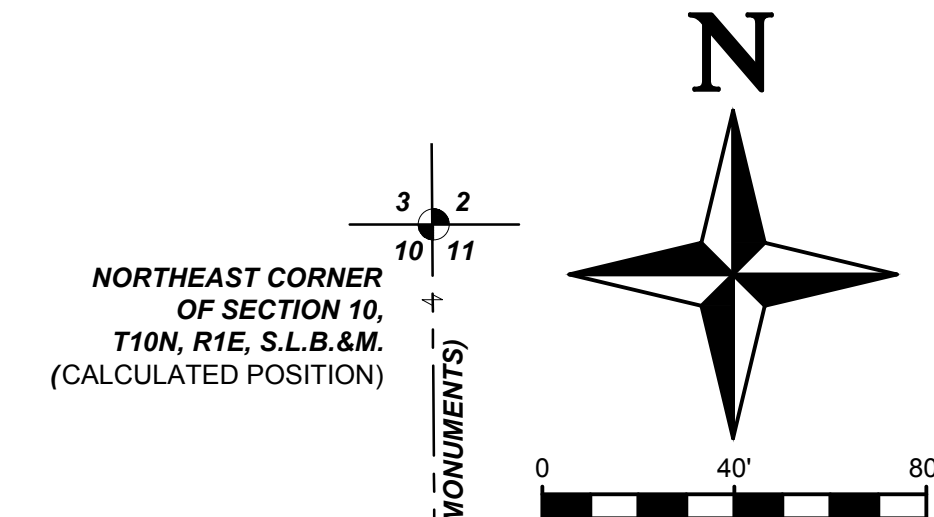
- XXX LOT ADDRESSES
SECTION MONUMENT

LAND USE TABLE

Table with 2 columns: Category and Value. Includes Combined Lot Area (3.98 +/- ACRES), Open Space Area (0.00 ACRES), Dedication Road Area (1.42 +/- ACRES), Private Drive Area (0.00 ACRES), Total Project Area (5.40 +/- ACRES), Total # of Lots (17), Open Space Parcels (0), and Total Lane Miles of Road (0.23 +/- MILES).

FINAL PLAT OF MOUNTAIN VIEW ESTATES SOUTH SUBDIVISION PHASE 1

(INCLUDES THE VACATION OF LOT 20 & A PORTION OF 560 SOUTH STREET, PHASE 1, MOUNTAIN VIEW ESTATES SUBDIVISION) LOCATED IN THE NE1/4 OF SECTION 10, T10N, R1E, SLB&M HYRUM, UTAH



NEED THE DEDICATION OF THE ABUTTER'S VEHICULAR RIGHTS OF ACCESS

WE NEED TO ADD SIGNATURE LINES AS WELL AS NOTARY ACKNOWLEDGEMENT FOR DANIEL AND CARLIE MILLER (OWNERS OF LOT 20/13). ALL OWNERS MUST SIGN THE PLAT.

SURVEYOR'S CERTIFICATE
I, DENNIS P. CARLISLE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 172675 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S) THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF SAID CODE, AND HAVE ALSO SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE CORRECTLY SURVEYED, STAKED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

DENNIS P. CARLISLE PROFESSIONAL LAND SURVEYOR CERTIFICATE NO. 172675 DATE

BOUNDARY DESCRIPTION
A portion of the NE1/4 of Section 10, Township 10 North, Range 1 East, Salt Lake Base & Meridian, located in Hyrum, Utah, more particularly described as follows:
Beginning at the southeast corner of Phase 2, MOUNTAIN VIEW ESTATES Subdivision, according to the Official Plat thereof on file in the Office of the Cache County Recorder located 50°24'20"E along the Section line 1911.04 feet from the Northeast Corner of Section 10, T10N, R1E, S.L.B.& M.; thence S0°24'20"E along said section line 291.76 feet; thence N89°57'21"W 550.93 feet; thence S0°02'03"W 79.13 feet; thence N89°57'21"W 188.24 feet; thence N0°02'00"E 247.50 feet; thence S89°57'21"E 128.24 feet; thence N0°02'03"E 79.29 feet; thence N89°58'32"W 128.24 feet; thence N0°02'00"E 174.96 feet to the southwest corner of Lot 19, Phase 1, MOUNTAIN VIEW ESTATES Subdivision, according to the Official Plat thereof on file in the Office of the Cache County Recorder; thence S89°58'32"E along the south line of said lot 128.25 feet to the west line of 1430 East Street; thence S0°02'03"W along said street 152.46 feet to the south line of said Phase 1, thence along said Phase 1 and Phase 2, the following 3 (three) courses and distances: S89°57'21"E 60.00 feet; thence N0°02'03"E 21.58 feet; thence S89°57'24"E 548.70 feet to the point of beginning.

OWNER'S DEDICATION
KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED ARE THE OWNERS OF THE ABOVE DESCRIBED TRACTS OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS, AND STREETS, TOGETHER WITH EASEMENTS AS SET FORTH TO BE HEREAFTER KNOWN AS PRESENTS & KNOWN

MOUNTAIN VIEW ESTATES SOUTH SUBDIVISION PHASE 1

(INCLUDES THE VACATION OF LOT 20 & A PORTION OF 560 SOUTH STREET, PHASE 1, MOUNTAIN VIEW ESTATES SUBDIVISION) AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL STREETS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNER(S) ALSO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNER(S) ALSO HEREBY CONVEY ANY OTHER EASEMENTS AS SHOWN ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

NEIGHBORHOOD NONPROFIT HOUSING CORPORATION (SIGNATURE)
BY: (PRINTED NAME)
ITS:

CORPORATE ACKNOWLEDGMENT
ON THIS DAY OF 20, PERSONALLY APPEARED BEFORE ME, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO BY ME DULY SWORE/AFFIRMED, DID SAY THAT HE/SHE IS THE EXECUTIVE DIRECTOR OF NEIGHBORHOOD NONPROFIT HOUSING CORPORATION AND THAT THIS DOCUMENT WAS SIGNED BY HER IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BYLAWS, OR RESOLUTION OF ITS BOARD OF DIRECTORS, AND SAID ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES:
MY COMMISSION No.
NOTARY PUBLIC RESIDING IN COUNTY
PRINTED FULL NAME OF NOTARY

CITY COUNCIL APPROVAL
PRESENTED TO THE HYRUM CITY COUNCIL THIS DAY OF 20, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

HYRUM CITY MAYOR DATE
HYRUM CITY RECORDER DATE

FINAL PLAT OF MOUNTAIN VIEW ESTATES SOUTH SUBDIVISION PHASE 1 (INCLUDES THE VACATION OF LOT 20 & A PORTION OF 560 SOUTH STREET, PHASE 1, MOUNTAIN VIEW ESTATES SUBDIVISION) LOCATED IN THE NE1/4 OF SECTION 10, T10N, R1E, SLB&M HYRUM, UTAH

RECORDED #
STATE OF UTAH, COUNTY OF CACHE, RECORDED AND FILED AT THE REQUEST OF:
DATE: TIME: BOOK: PAGE:
\$ FEE
CACHE COUNTY RECORDER

CURVE TABLE with columns: CURVE #, RADIUS, DELTA, ARC LENGTH, CHORD. Includes data for curves C1, C2, C3, and C4.

UTILITY COMPANIES
THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN REVIEWED AND ARE APPROVED.
DOMINION ENERGY\* DATE HYRUM POWER DATE
COMCAST CABLE DATE CENTURYLINK COMMUNICATIONS DATE
\*DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFORMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THIS PLAT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

CULINARY WATER AND SANITARY SEWER
APPROVED THIS DAY OF 20, BY HYRUM CULINARY WATER AUTHORITY AND SANITARY SEWER AUTHORITY
CULINARY WATER AND SANITARY SEWER AUTHORITY
ENGINEER'S APPROVAL
I CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE AND THE CITY ORDINANCE.
CITY ENGINEER DATE

PLANNING COMMISSION APPROVAL
PRESENTED TO THE HYRUM CITY PLANNING COMMISSION THIS DAY OF 20, AT WHICH TIME THIS SUBDIVISION WAS RECOMMENDED TO THE CITY COUNCIL FOR APPROVAL.
PLANNING COMMISSION CHAIR DATE
COUNTY SURVEYOR'S APPROVAL
I CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE AND FURTHER CERTIFY THAT IT MEETS THE MINIMUM STANDARDS FOR PLATS REQUIRED BY COUNTY ORDINANCE AND STATE LAW.
COUNTY SURVEYOR DATE
ATTORNEY APPROVAL
APPROVED AS TO FORM THIS DAY OF 20,
CITY ATTORNEY DATE

civilsolutionsgroup inc.
CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net



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

Section 10. Item D.

### BUSINESS LICENSE APPLICATION

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

Business Name: Studio S color and blending specialist

"Doing Business As": "

Business Address: 29 W 300 N Hyrum, UT 84319

Mailing Address: "

Business Phone #: 435-764-3627

E-mail: 0112spyle@gmail.com

Website: N/A

Utah State Tax Commission Sales Tax #: 21505660

State and/or Federal License #: 193100707 <sup>State:</sup> cosmetology 9751277-1101

Nature of Business: cosmetology

Owner Name: Shannon Ewing

Manager Name: N/A Manager Phone #: N/A

Manager Address: N/A

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

Shannon Ewing  
Owner Signature

Shannon Ewing  
Printed Name

4/21/21  
Date

Office Use Only

Approved by: \_\_\_\_\_ Date Approved: \_\_\_\_\_ License #: \_\_\_\_\_

Date Paid: \_\_\_\_\_ Amount: \_\_\_\_\_ Receipt #: \_\_\_\_\_



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

Section 10. Item D.

### HOME OCCUPATION BUSINESS LICENSE

Name: Shannon Ewing  
Date Submitted: April 2, 2021  
Address: 39 W 300 N Hyrum, UT 84319  
Telephone Number: 435-764-3627  
Name of Business: Studio S Blending & Color Specialist

1. What is the proposed home occupation? hair color and blending hair studio.
2. How many clients will be coming to the home at any one time during a daily interval? 1 client at a time. one may come to wait while the other finishes.
3. What provisions are available for off street parking? The entire side of my house & driveway has been additional parking for years. My client's cars will NEVER be on the street.
4. What type of equipment, materials, machinery, tools, and merchandise stock are involved in the home occupation? hair sink, chair, mirror, hair products, etc. Normal hair stuff.
5. What type of modifications to the residential structure are anticipated because of the home occupation? None. My studio is in a 12x14 shed that was built by professionals & inspected by Cache County. I previously signed an affidavit through Hyrum City stating it isn't used as

ALL HOME OCCUPATIONS MUST COMPLY WITH THE FOLLOWING REQUIREMENTS OF ZONING <sup>a livable structure.</sup> ORDINANCE 17.04.470 (please initial)

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

SE C. Level one applicants are in occupation categories that the City Council has determined have virtually no negative impact on residential neighborhoods.

Level one applicants do not require a license. Occasional businesses operated by a minor are not required to obtain a business license.

SE D. All applicants whose home occupations receive commercial delivery service, has signage advertising the business, performs services in view or hearing of the public, or has customers coming to the residence, are considered level two home occupations and require a license. They also may be required to meet with the City Council and explain how their home occupation is in conformance with the home occupation standards. The City Council may attach limitations or conditions to their licenses.

SE E. Home occupation standards:

- SE 1. The exterior of the home will not be modified in any way to accommodate the home occupation (i.e. loading ramps, loading doors, etc).
- SE 2. The occupation will be conducted entirely within the house, yard, and existing outbuildings.
- SE 3. The home occupation license covers only residents of the home.
- SE 4. No outside storage of goods or materials is permitted.
- SE 5. Pedestrian and vehicular traffic will not be in excess of that normally associated with a residential neighborhood.
- SE 6. One sign will be permitted on the property. It must meet the requirements of 17.72.010 "Name Plate".
- SE 7. The home occupation must be operated in full conformity with fire, health, building, electrical, plumbing codes, and all State and City laws and ordinances.
- SE 8. No noise, odor, light, vibrations or dust in excess of that normally associated with a residential neighborhood shall pass beyond the premises.
- SE 9. Business shall be conducted only between the hours of 7:00 a.m. and 9:00 p.m.
- SE 10. State licenses will be required for "Professional Child Care".

SE F. The City Council may, at their discretion, waive certain of the above standards for the elderly or handicapped.

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

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

Property Owner(s) Signature: Trudy Gaylene Pyle

Applicants Signature: Sharon Cowley



# HYRUM CITY

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

Stephanie Miller, Mayor  
 Council Member  
 Kathy B. Section 10. Item E.  
 Jared L. Clawson  
 Paul C. James  
 Craig L. Rasmussen  
 Aaron Woolstenhulme  
 City Administrator  
 Ron W. Salvesen  
 Recorder  
 Stephanie B. Fricke  
 Treasurer  
 Todd Perkins

## HOME OCCUPATION BUSINESS LICENSE APPLICATION

Business Name: KiLeigh Marett LLC

Doing Business As: KiLeigh Marett LLC

Business Address: 689 E 480 S

Business Phone: 801-380-8395

E-mail: moscowkileigh@gmail.com Fax No. \_\_\_\_\_

Mailing Address: 689 E 480 S

City, State, Zip: Hyrum, UT, 84319

State Tax ID: 84-4971697 State Lic.# 11672096-0160

Nature of Business: Hair Stylist

Owner Name: KiLeigh Marett

Manager Name: \_\_\_\_\_ Manager Phone: \_\_\_\_\_

Manager Address: \_\_\_\_\_

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

KiLeigh Marett 25 March 2021  
 Signature Date

### Office Use Only

Approved by: \_\_\_\_\_ Date Approved: \_\_\_\_\_ Acct.# \_\_\_\_\_

Date Paid: \_\_\_\_\_ Amount: \_\_\_\_\_ Receipt #: \_\_\_\_\_



# HYRUM CITY

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

Stephanie Wainor, Mayor  
**Council Members**  
 Stephen [redacted]  
 Kathy B. [redacted] Section 10. Item E.  
 Jared L. [redacted]  
 Paul C. James  
 Craig L. Rasmussen  
**City Administrator**  
 Ron W. Salvesen  
**Recorder**  
 Stephanie B. Fricke  
**Treasurer**  
 Todd Perkins

## HOME OCCUPATION BUSINESS LICENSE

Name: KiLeigh Marett

Date Submitted 25 March 2021

Address: 689 E 480 S

Telephone Number: 8013808395

Name of Business: KiLeigh Marett

1. What is the proposed home occupation? Hair Stylist

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

3. What provisions are available for off street parking? Drive way, and RV Pad on side of house

4. What type of equipment, materials, machinery, tools, and merchandise stock are involved in the home occupation? Scissors, hair clippers, hair dye, hair products, shampoo system, color processing station.

5. What type of modifications to the residential structure are anticipated because of the home occupation? Build a salon in basement in lieu of one of the bedrooms.

ALL HOME OCCUPATIONS MUST COMPLY WITH THE FOLLOWING REQUIREMENTS OF ZONING ORDINANCE 17.04.470 (please initial)

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

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



- KM C. Level one applicants are in occupation categories that the City Council determined have virtually no negative impact on residential neighborhoods. Level one applicants do not require a license. Occasional businesses operated by a minor are not required to obtain a business license.
- KM D. All applicants whose home occupations receive commercial delivery service, has signage advertising the business, performs services in view or hearing of the public, or has customers coming to the residence, are considered level two home occupations and require a license. They also may be required to meet with the City Council and explain how their home occupation is in conformance with the home occupation standards. The City Council may attach limitations or conditions to their licenses.
- KM E. Home occupation standards:
  - KM 1. The exterior of the home will not be modified in any way to accommodate the home occupation (i.e. loading ramps, loading doors, etc).
  - KM 2. The occupation will be conducted entirely within the house, yard, and existing outbuildings.
  - KM 3. The home occupation license covers only residents of the home.
  - KM 4. No outside storage of goods or materials is permitted.
  - KM 5. Pedestrian and vehicular traffic will not be in excess of that normally associated with a residential neighborhood.
  - KM 6. One sign will be permitted on the property. It must meet the requirements of 17.72.010 "Name Plate".
  - KM 7. The home occupation must be operated in full conformity with fire, health, building, electrical, plumbing codes, and all State and City laws and ordinances.
  - KM 8. No noise, odor, light, vibrations or dust in excess of that normally associated with a residential neighborhood shall pass beyond the premises.
  - KM 9. Business shall be conducted only between the hours of 7:00 a.m. and 9:00 p.m.
  - KM 10. State licenses will be required for "Professional Child Care".
- KM F. The City Council may, at their discretion, waive certain of the above standards for the elderly or handicapped.

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

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

Property Owner(s) Signature: KiLeigh Marett

Applicants Signature: KiLeigh Marett



## BUSINESS LICENSE APPLICATION

Business Name: Recharge Rentals LLC

Doing Business As: Recharge Rentals

Business Address: 402 S 650 E Hyrum, UT 84319

Business Phone: 435-554-1058

E-mail: service@rechargerentals.com Fax No. \_\_\_\_\_

Mailing Address: 402 S. 650. E.

City, State, Zip: Hyrum, UT 84319

State Tax ID: 11751343-0160 State Lic.# 151087221-002-STC

Nature of Business: Power Sports Rentals

Owner Name: Evan Cornia

Manager Name: Evan Cornia Manager Phone: 208-320-1339

Manager Address: 402 S. 650 E Hyrum, UT 84319

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

*Evan Cornia* Signature 4-13-2021 Date

Office Use Only

Approved by: \_\_\_\_\_ Date Approved: \_\_\_\_\_ Acct.# \_\_\_\_\_

Date Paid: \_\_\_\_\_ Amount: \_\_\_\_\_ Receipt #: \_\_\_\_\_



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

# HOME OCCUPATION BUSINESS LICENSE APPLICATION

For businesses operating within a residence in Hyrum City limits.

Applicant(s) Name: Evan Cornia

Date Submitted: 4-22-2021

Address: 462 S. 650 E. Hyrum, UT 84319

Telephone #: 208-470-1605

Name of Business: Recharge Rentals LLC

1. What is the proposed home occupation? Our home will be used for office purposes. We will be storing our machines off site in North Logan. Rentals are delivered to customers.
2. How many clients will be coming to the home at any one time during a daily interval? None
3. What provisions are available for off street parking? We have a drive way that can fit up to four vehicles
4. What type of equipment, materials, machinery, tools, and merchandise stock are involved in the home occupation? Computers and other office materials.
5. What type of modifications to the residential structure are anticipated because of the home occupation? None

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

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

EL B. Two levels of home occupations exist. Both are required to maintain standards of a home occupation business license. Because of the potential negative impact on residential area, the following businesses are prohibited as home occupations: auto/RV repairs, salvage yards, major appliance repair, or service.

EL C. Level one applicants are in occupation categories that the City Council has determined have virtually no negative impact on residential neighborhoods and do not require a license. Occasional businesses operated by a minor are not required to obtain a business license.

EL D. All applicants whose home occupations receive commercial delivery service, has signage advertising the business, performs services in view or hearing of the public, or has customers coming to the residence, are considered level two home occupations and require a license. They also may be required to meet with the City Council and explain how their home occupation is in conformance with the home occupation standards. The City Council may attach limitations or conditions to their licenses.

- EL E. Home occupation standards:
1. The exterior of the home will not be modified in any way to accommodate the home occupation (i.e. loading ramps, loading doors, etc).
  2. The occupation will be conducted entirely within the house, yard, and existing outbuildings.
  3. The home occupation license covers only residents of the home.
  4. No outside storage of goods or materials is permitted.
  5. Pedestrian and vehicular traffic will not be in excess of that normally associated with a residential neighborhood.
  6. One sign will be permitted on the property. It must meet the requirements of 17.72.010 "Name Plate".
  7. The home occupation must be operated in full conformity with fire, health, building, electrical, plumbing codes, and all State and City laws and ordinances.
  8. No noise, odor, light, vibrations or dust in excess of that normally associated with a residential neighborhood shall pass beyond the premises.
  10. State licenses will be required for "Professional Child Care".

EL F. The City Council may, at their discretion, waive certain of the above standards for the elderly or handicapped.

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

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

Property Owner(s) Signature: [Signature]

Applicants Signature: [Signature]

---

## Business License Application

---

Evan Cornia <rechargerentals@gmail.com>

Wed, Apr 21, 2021 at 2:11 PM

To: Keesha Rinderknecht <krinderknecht@hyrumcity.com>

Keesha,

I forgot to mention that we are renting storage space in North Logan for our machines. We will have a machine at our house from time to time for deliveries but we will also be offering rentals from our storage space. All of our administrative work is handled out of our home. Do I still need to get a residential business license?

[Quoted text hidden]



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

Section 10. Item G.

## BUSINESS LICENSE APPLICATION

Business Name: Sheps welding and Custom Fab

Doing Business As: \_\_\_\_\_

Business Address: 330 S 200 W Hyrum UT 84319

Business Phone: 435-890-4587

E-mail: Shepwelds@gmail.com Fax No. \_\_\_\_\_

Mailing Address: 330 S 200 W Hyrum UT 84319

City, State, Zip: Hyrum UT 84319

State Tax ID: 529-95-8479 State Lic.# 11546869-0151

Nature of Business: welding decorative handcraft

Owner Name: Shelby Larsen

Manager Name: Shelby Larsen Manager Phone: 435-890-4587

Manager Address: 330 S 200 W Hyrum UT 84319

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

[Signature] \_\_\_\_\_  
Signature Date 4-10-2021

### Office Use Only

Approved by: \_\_\_\_\_ Date Approved: \_\_\_\_\_ Acct.# \_\_\_\_\_

Date Paid: \_\_\_\_\_ Amount: \_\_\_\_\_ Receipt #: \_\_\_\_\_



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

## HOME OCCUPATION BUSINESS LICENSE APPLICATION

For businesses operating within a residence in Hyrum City limits.

Applicant(s) Name: Shelby Larsen

Date Submitted: 4-13-2021

Address: 330 S 200 W Hyrum UT 84319

Telephone #: 435-890-4587

Name of Business: Shelby's welding and Custom Fab

1. What is the proposed home occupation? Small weld shop

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

0

3. What provisions are available for off street parking? None

4. What type of equipment, materials, machinery, tools, and merchandise stock are involved in the home occupation? welder, grinder, steel

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

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

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

- SL B. Two levels of home occupations exist. Both are required to maintain all of the standards of a home occupation business license. Because of the potential negative impact on residential area, the following businesses are prohibited as home occupations: auto/RV repairs, salvage yards, major appliance repair, or service.
- SL C. Level one applicants are in occupation categories that the City Council has determined have virtually no negative impact on residential neighborhoods and do not require a license. Occasional businesses operated by a minor are not required to obtain a business license.
- SL D. All applicants whose home occupations receive commercial delivery service, has signage advertising the business, performs services in view or hearing of the public, or has customers coming to the residence, are considered level two home occupations and require a license. They also may be required to meet with the City Council and explain how their home occupation is in conformance with the home occupation standards. The City Council may attach limitations or conditions to their licenses.
- E. Home occupation standards:
  - SL 1. The exterior of the home will not be modified in any way to accommodate the home occupation (i.e. loading ramps, loading doors, etc).
  - SL 2. The occupation will be conducted entirely within the house, yard, and existing outbuildings.
  - SL 3. The home occupation license covers only residents of the home.
  - SL 4. No outside storage of goods or materials is permitted.
  - SL 5. Pedestrian and vehicular traffic will not be in excess of that normally associated with a residential neighborhood.
  - SL 6. One sign will be permitted on the property. It must meet the requirements of 17.72.010 "Name Plate".
  - SL 7. The home occupation must be operated in full conformity with fire, health, building, electrical, plumbing codes, and all State and City laws and ordinances.
  - SL 8. No noise, odor, light, vibrations or dust in excess of that normally associated with a residential neighborhood shall pass beyond the premises.
  - SL 10. State licenses will be required for "Professional Child Care".
- SL F. The City Council may, at their discretion, waive certain of the above standards for the elderly or handicapped.

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

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

Property Owner(s) Signature: Shelby Larsen

Applicants Signature: [Signature]



**RESOLUTION 21-07**

**INTERLOCAL AGREEMENT BETWEEN CACHE COUNTY AND HYRUM CITY FOR THE ADMINISTRATION OF 2021 MUNICIPAL ELECTIONS**

This interlocal agreement (this “Agreement”) is made and entered into by Cache County, a political subdivision of the State of Utah (the “COUNTY”), and Hyrum City, a municipality and political subdivision of the State of Utah (the “CITY”), referred to collectively herein as the Parties and each individually herein as a Party.

**WHEREAS**, under the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code (the “Act”), political subdivisions of the State of Utah are authorized to enter into written agreements with one another for joint or cooperative action; and

**WHEREAS**, the Parties are political subdivisions of the State of Utah and desire to work through cooperative action under the Act to benefit the residents of both the COUNTY and the CITY; and

**WHEREAS**, the Parties desire to successfully conduct the 2021 CITY Municipal Primary (August 10) and General (November 2) Elections (collectively the “2021 CITY Municipal Elections”); and

**WHEREAS**, it is to the mutual benefit of the Parties to enter into an agreement providing for their joint efforts to administer the 2021 CITY Municipal Elections.

**NOW, THEREFORE**, the Parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

**Section 1. EFFECTIVE DATE**

This Agreement will become effective and enter into force within the meaning of the Act upon (a) approval by resolution of the governing body of each respective Party, (b) execution by a duly authorized official of each respective Party, (c) submission to and approval as to form by an authorized attorney of each respective Party, as required by Utah Code section 11-13-202.5, and (d) filing in the official records of each party.

**Section 2. DURATION**

The term of this Agreement is from the effective date until the completion of the Parties’ responsibilities associated with the 2021 CITY Municipal Elections or until terminated but is no longer than 1 year from the effective date of this Agreement. This Agreement will not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Cache County Attorney and the attorney for CITY. Prior to becoming effective, this Agreement must be filed with the person who keeps the records of each of the respective Parties.

### **Section 3. ADMINISTRATION OF AGREEMENT**

By entering this Agreement, the Parties do not intend to establish a separate legal entity. The Parties agree that, pursuant to Utah Code section 11-13-207, the COUNTY, by and through the Cache County Clerk/Auditor Elections Office, shall act as the administrator of this Agreement. The Parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the Parties. The Parties agree that the Cache County Clerk/Auditor Elections Office will keep all books and records in such form and manner as the COUNTY shall specify and further agree that those books and records will be open for examination by the Parties at all reasonable times. The Parties agree that they will not jointly acquire, hold, or dispose of real or personal property under this Agreement during this joint undertaking. In the performance of obligations under this Agreement, no agent, employee, officer, or elected official of the CITY or the COUNTY is or will be deemed to be an agent, employee, officer, or elected official of the other Party.

In the exercise of their obligations under this Agreement, the Parties shall comply with all applicable federal, state, and local laws governing elections, including the Utah Election Code, Utah Code Ann. § 20A-1-101 *et seq.*

### **Section 4. PURPOSES**

This Agreement is entered into between the Parties for the purpose of administering the 2021 CITY Municipal Elections. This Agreement contemplates basic, traditional primary and general elections (including rank choice voting when applicable). All other election-related services, including but not limited to services for special elections or elections for subsequent years, will need to be agreed to in a separate writing signed by the Parties.

### **Section 5. RESPONSIBILITIES**

The Parties agree to fulfill their respective responsibilities set forth in Exhibit A, which is attached hereto and incorporated herein, for the 2021 CITY Municipal Elections. The CITY agrees to pay to the COUNTY the cost of the COUNTY's administration of the 2021 CITY Municipal Elections. A table itemizing various election costs and an estimate of the total anticipated cost for the CITY is contained in Exhibit B, which is attached hereto. The CITY agrees to pay to the COUNTY the actual cost of administering the 2021 CITY Municipal Elections within 30 days of receiving an invoice from the COUNTY.

### **Section 6. METHOD OF TERMINATION**

This Agreement will automatically terminate at the end of the term set forth in Section 2 of this Agreement. Prior to the automatic termination of the Agreement at the end of the term set forth in Section 2, either Party may terminate the Agreement sixty days after providing written notice of termination to the Party. If the Agreement is terminated prior to the end of the term set forth in Section 2, the CITY will be responsible for any costs incurred through the time of termination and any costs not then incurred but which are contemplated herein and irreversible at the time of termination, such as return mailing costs.

## **Section 7. INDEMNIFICATION**

Each Party agrees to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of negligent or intentional errors or omissions of its own officials or employees made in connection with this Agreement. The Parties agree that their obligations to indemnify are limited to the dollar amounts set forth in the Governmental Immunity Act, Utah Code section 63G-7-604.

## **Section 8. AMENDMENTS**

This Agreement may not be amended, changed, modified, or altered except by an instrument in writing that is (a) approved by resolution of the governing body of each respective Party, (b) executed by a duly authorized official of each respective Party, (c) submitted to and approved by an authorized attorney of each respective Party, as required by Utah Code section 11-13-202.5, and (d) filed in the official records of each party.

## **Section 9. SEVERABILITY**

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, will not be affected thereby and will be enforced to the extent permitted by law. To the extent permitted by applicable law, the Parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

## **Section 10. NO PRESUMPTION**

If any provision of this Agreement requires judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof are to be more strictly construed against the drafting party by reason of the rule of construction that a document is to be construed more strictly against the person who prepared it, it being acknowledged that each Party has participated in the preparation hereof.

## **Section 11. HEADINGS**

Headings herein are for convenience of reference only and may not be considered any interpretation of the Agreement.

## **Section 12. NOTICES**

All notices, demands, and other communications given by a Party under this Agreement must be in writing and will be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested and postage paid, to the other Party at the address of the CITY Mayor or COUNTY Executive, as applicable, or to such other addresses as may be designated by notice given hereunder.

**Section 13. ASSIGNMENT**

Neither Party may assign this Agreement or any part of it without prior written consent of the other Party. No assignment shall relieve the original Parties from any liability hereunder.

**Section 14. GOVERNING LAW**

This Agreement will be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the Parties execute this Agreement pursuant to resolutions duly and lawfully passed on the dates listed below:

**CACHE COUNTY**

Authorized by Resolution 2021 - \_\_\_\_, passed on the \_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
David N. Zook, County Executive

\_\_\_\_\_  
ATTEST: Jess W. Bradfield  
Cache County Clerk/Auditor

APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF UTAH:

\_\_\_\_\_  
John D. Luthy  
Chief Civil Deputy County Attorney

**CITY**

Authorized by Resolution No. 21-07, passed on the 6<sup>th</sup> day of May, 2021.

\_\_\_\_\_  
Stephanie Miller  
Mayor

\_\_\_\_\_  
ATTEST:  
Stephanie Fricke  
CITY Recorder

## Exhibit A

### 2021 Municipal Elections Scope of Work for Election Services

Services the City will provide include, but are not limited to:

- All administrative functions related to candidate filings;
- All administrative functions related to financial disclosures required by state and/or city code;
- Publishing public notices required by law, although the City may work with the County to publish notices jointly with other jurisdictions;
- Informing candidates and the public of legal requirements governing candidates and campaigns;
- Examining, proofing, and providing final approval for all ballots and election programming;
- Posting on the City website a link to or copy of the location of the county-owned ballot drop boxes and the official election results reported on the County Elections web page;
- Posting on the City website a link to the County website for signing up for ballot alert texts;
- Displaying election results only in the format provided by the County and not changing the form or format of, or otherwise altering, the election results as reported by the County; and
- Canvassing the final elections results.

Annexations or other boundary changes impacting the administration of election must be submitted to the County by June 1, 2021. Annexation or other boundary changes submitted after June 1 will not be incorporated into the elections.

The City acknowledges that this Agreement relates to a municipal ballot and election and, as required by state statute, the City Clerk/Recorder is the Election Officer.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner. The City agrees to consolidate all elections administration functions and decisions in the office of the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections.

In a consolidated election, decisions made by the County regarding resources, procedures, and policies will be based upon providing the same scope and level of service to all the participating jurisdictions, and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- Ballot layout and design;
- Ballot printing;
- Ballot mailings;
- Initial payment of return postage;
- Ballot processing;
- Printing optical scan ballots;
- Programing and testing of voting equipment;
- Programing of electronic voter register;
- Poll worker recruitment, training, and supervision;
- Compensating vote center poll workers;
- Delivery of supplies and equipment;
- Tabulation and reporting of election results on the County's website;
- Provisional ballot verification;
- Updating the voter history database;
- Conducting audits (as required);
- Conducting recounts (as required);
- Election day administrative support;
- Operation of County-wide vote centers;
- Election security;
- Ballot drop box services, including maintaining, locking, and unlocking boxes, and collecting ballots; and
- Providing the final report of official election results, although the City is responsible to canvass its municipal election on the date designated by the County in accordance with the County's final report of official election results.

The County will provide a good faith estimate for budgeting purposes. Election costs are based upon the offices scheduled for election, the anticipated number of voters, and the number of jurisdictions participating. The City will be invoiced for the lesser of its share of the actual costs of the elections or the cost estimated in Exhibit B.

In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will not change.

**Exhibit B**

**2021 Municipal Elections  
Cost Breakdown Table and Election Cost Estimate for Hyrum City.**

The expenses below are associated with administering the municipal election and are not entirely inclusive of all potential costs:

<b>ELECTION COSTS</b>		
11-14" Ballot	\$0.28	<i>Per mailing to voter</i>
Insertion	\$0.30	<i>Per mailing to voter</i>
Outgoing Envelope	\$0.24	<i>Per mailing to voter</i>
Reply Envelope	\$0.20	<i>Per mailing to voter</i>
Voter Instruction Sheet	\$0.10	<i>Per mailing to voter</i>
Database Export	\$0.04	<i>Per mailing to voter</i>
Postage Outgoing <small>(subject to USPS pricing at time of postage)</small>	\$0.38	<i>Per mailing to voter</i>
Postage Incoming <small>(subject to USPS pricing at time of postage)</small>	\$0.38	<i>Per piece mailed to clerk</i>
Postage Undeliverable	\$0.38	<i>Per piece mailed to clerk</i>
Election Supplies	\$0.01	<i>Per vote cast</i>
Poll Worker / Staff Wages	\$0.09	<i>Per vote cast</i>

This following projected cost estimate assumes a 30% voter turnout for your city. The final invoice amount will be based on actual costs.

Election	Registered Voters	Cost
Primary	4,909	\$9,572.55
General	4,909	\$9,572.55

Estimated Cost as of April 28, 2021,	\$19,145.10
Average cost per voter	\$1.95





Sorted: Industrial Current

City	Residential	Small Commercial	Large Commercial	Industrial
Spanish Fork	\$17.59	\$15.00	\$30.00	\$50.00
Springville	\$11.28	\$25.63	\$35.00	\$55.00
Bountiful	\$12.00	\$16.00	\$16.00	\$60.00
Kaysville	\$8.00	\$11.00	\$59.00	\$90.00
Hyrum	\$3.00	\$3.00	\$6.00	\$98.29
Payson	\$10.00	\$13.26	\$30.60	\$102.00
Salem	\$11.00	\$20.00	\$49.00	\$110.00
Heber	\$14.90	\$14.(Single phse) \$19.(three phse)	\$91.00	\$177.00
Provo	\$13.92	\$30.16	\$30.16	\$227.82
Logan	\$5.00	\$10.00	\$15.00	\$325.00
St. George	\$17.65	\$13.55	\$70.68	
Levan	\$7.50	\$10.50	-	
Brigham	\$4.57	\$13.00		
Manti	\$6.00	no info		

**3 YEAR**

**Residential Monthly Service Fee Changes**

**Proposed monthly service fee-**

Current Rate: \$3.00                      New Rate: \$11.00

The proposed rate increase set at \$11.00 for residential meters, it will increase funds an additional:

Monthly: \$23,872                      Yearly: \$286,464

**Residential-3 year**

Requesting the new rate increase to be adjusted over 3 years, setting the current rate to be billed at \$6.50 per month, followed by a yearly increase of \$1.50 per year for the next 3 years.

Comparison of monthly service fees that would be billed monthly, based on the number of residential meters in March 2021. The first increase would go into effect in 2021, followed by an annual increase through 2024.

**Residential Meters 2984:**

<u>Rates</u>	<u>Monthly</u>	<u>Yearly</u>
Current: \$3.00	\$8,952	\$107,424
2021 \$6.50	\$17,904	\$214,848
2022 \$8.00	\$20,888	\$250,656
2023 \$9.50	\$23,872	\$286,464
2024 \$11.00	\$26,856	\$322,272

3 YEAR

Non-Residential & Blacksmith Fork Canyon Monthly Service Fee Changes

**Proposed monthly service fee-**

Current Rate: \$4.50

New Rate: \$15.00

The proposed rate increase set at \$15.00 for non-residential & Blacksmith Fork Canyon meters, it will increase funds an additional-

Monthly: \$1,354.5    Yearly: \$16,254

**Non-Residential & Blacksmith Fork Canyon-3 year**

Requesting the new rate increase to be adjusted over 3 years, setting the current rate to be billed at \$10.50 per month, followed by a yearly increase of \$1.50 per year for the next 3 years.

Comparison of monthly service fees that would be billed monthly, based on the number of non-residential & Blacksmith Fork Canyon meters in March 2021. The first increase would go into effect in 2021, followed by an annual increase through 2024

**Non-Residential & Blacksmith Fork Canyon: 129**

<u>Rates</u>	<u>Monthly</u>	<u>Yearly</u>
Current \$4.50	\$580.50	\$6,966
2021 \$10.50	\$1,354.5	\$16,254
2022 \$12.00	\$1,548	\$18,576
2023 \$13.50	\$1,741.5	\$20,898
2024 \$15.00	\$1,935	\$23,220

### 3 YEAR

### Small Commercial Monthly Service Fee Changes

**Proposed monthly service fee-**

Current Rate: \$3.00

New Rate: \$15.00

The proposed rate increase set at \$11.00 for small commercial meters, it will increase funds an additional:

Monthly: \$1,788

Yearly: \$21,456

**Small Commercial-3 year**

Requesting the new rate increase to be adjusted over 5 years, setting the current rate to be billed at \$10.50 per month, followed by a yearly increase of \$1.50 per year for the next 3 years.

Comparison of monthly service fees that would be billed monthly, based on the number of small commercial meters in March 2021. The first increase would go into effect in 2021, followed by an annual increase through 2024.

**Small Commercial Meters 149:**

<u>Rate</u>	<u>Monthly</u>	<u>Yearly</u>
Current: \$3.00	\$447	\$5,364
2021 \$10.50	\$1564.5	\$18,774
2022 \$12.00	\$1,788	\$21,456
2023 \$13.50	\$2,011.5	\$24,138
2024 \$15.00	\$2,235	\$26,820

**3 YEAR**

**Large Commercial Monthly Service Fee Changes**

**Proposed monthly service fee-**

Current Rate: \$6.00

New Rate: \$25.00

The proposed rate increase set at \$25.00 for large commercial meters, it will increase funds an additional:

Monthly: \$722

Yearly: \$8,664

**Large Commercial over 35 kw-2year**

Requesting the new rate increase to be adjusted over 2 years, by setting the current rate to be billed at \$20.00 per month, followed by a yearly increase of \$2.50 per year for the next 2 years.

Comparison of monthly service fees that would be billed monthly, based on the number of large commercial meters in March 2021. The first increase would go into effect in 2021, followed by annual increase through 2023.

**Large Commercial Meters: 38**

<u>Rate</u>	<u>Monthly</u>	<u>Yearly</u>
Current: \$6.00	\$228	\$2,736
2021 -\$20.00	\$760	\$9120
2022 -\$22.50	\$855	\$10,260
2023-\$25.00	\$950	\$11,400

**3 YEAR**

**Industrial Monthly Service Fee Changes**

**Proposed monthly service fee as follows-**

Current Rate: \$98.29

New Rate: \$250.00

The rate increase set at \$250 will increase additional incoming funds-

Monthly: \$151.71      Yearly: \$1820.52

**Industrial-2 year**

Requesting the new rate increase to be adjusted over 2 years, setting the current rate to be billed at \$250.00 per month, followed by a yearly increase of \$25.00 per year for the next 2 years.

Comparison of monthly service fees that would be billed monthly, based on the number of industrial meters in March 2021. The first increase would go into effect in 2021, followed by an annual increase through 2023.

**Industrial Commercial Meters: 1**

<u>Rate</u>	<u>Monthly</u>	<u>Yearly</u>
Current: \$98.29	\$98.29	\$1,179.48
2021 -\$200.00	\$200	\$2,400
2022 -\$225.00	\$225	\$2,700
2023-\$250.00	\$250	\$3,000

### 3 YEAR

### Solar Monthly Service Fee Changes

**Proposed monthly service fee-**

Current Monthly Rate: \$3.00

New Monthly Rate: \$15.00

**Solar-3 year**

Requesting the new rate increase to be adjusted over 5 years, setting the current rate to be billed at \$10.50 per month, followed by a yearly increase of \$1.50 per year for the next 3 years.

Comparison of monthly service fees that would be billed monthly, based on the number of solar meters in March 2021. The first increase would go into effect in 2021, followed by an increase through 2024.

**Small Commercial Meters: 117**

<u>Rate</u>	<u>Monthly</u>	<u>Yearly</u>
Current: \$3.00	\$447	\$5,364
2021 \$10.50	\$1,228.50	\$14,742
2022 \$12.00	\$1,404	\$16,848
2023 \$13.50	\$1,579.50	\$18,954
2024 \$15.00	\$1,755	\$21,060

### 3 YEAR

#### Monthly Yard Light Service Fee Changes

**Proposed monthly service fee-**

Monthly rate Power only: \$2.00

Customer would be responsible to maintain, repairs, replacement parts, labor including all costs associated. Hyrum City to provide only power.

Monthly rate \$8.00

Hyrum City to provide power, maintenance, repairs, replacement parts, and labor.



5 YEAR

**Residential Monthly Service Fee Changes**

**Proposed monthly service fee-**

Current Rate: \$3.00                      New Rate: \$11.00

The proposed rate increase set at \$11.00 for residential meters, it will increase funds an additional:

Monthly: \$23,872                      Yearly: \$286,464

**Residential-5 year**

Rate increase to be adjusted over 5 years, setting the current rate to be billed at \$6.00 per month, followed by a yearly increase of \$1.00 per year for the next 5 years.

Comparison of monthly service fees that would be billed monthly, based on the number of residential meters in March 2021. The first increase would go in to effect in 2021, followed by an annual increase through 2026.

**Residential Meters 2984:**

<u>Rates</u>	<u>Monthly</u>	<u>Yearly</u>
Current: \$3.00	\$8,952	\$107,424
2021 \$6.00	\$17,904	\$214,848
2022 \$7.00	\$20,888	\$250,656
2023 \$8.00	\$23,872	\$286,464
2024 \$9.00	\$26,856	\$322,272
2025 \$10.00	\$29,840	\$358,080
2026 \$11.00	\$32,824	\$393,888

**5 YEAR**

**Non-Residential & Blacksmith Fork Canyon Monthly Service Fee Changes**

**Proposed monthly service fee-**

Current Rate: \$4.50

New Rate: \$15.00

The proposed rate increase set at \$15.00 for non-residential & Blacksmith Fork Canyon meters, it will increase funds an additional-

Monthly: \$1,354.5      Yearly: \$16,254

**Non-Residential & Blacksmith Fork Canyon-5 year**

Requesting the new rate increase to be adjusted over 5 years, setting the current rate to be billed at \$10.00 per month, followed by a yearly increase of \$1.00 per year for the next 5 years.

Comparison of monthly service fees that would be billed monthly, based on the number of small commercial meters in March 2021. The first increase would go into effect in 2021, followed by an annual increase through 2026.

**Non-Residential & Blacksmith Fork Canyon Meters: 129**

<u>Rates</u>	<u>Monthly</u>	<u>Yearly</u>
Current \$4.50	\$580.50	\$6966
2021 \$10.00	\$1,290	\$15,480
2022 \$11.00	\$1,419	\$17,028
2023 \$12.00	\$1,548	\$18,576
2024 \$13.00	\$1,677	\$20,124
2025 \$14.00	\$1,806	\$21,672
2026 \$15.00	\$1,935	\$23,220

## 5 YEAR

### Small Commercial Monthly Service Fee Changes

**Proposed monthly service fee-**

Current Rate: \$3.00

New Rate: \$15.00

The proposed rate increase set at \$11.00 for small commercial meters, it will increase funds an additional:

Monthly: \$1,788

Yearly: \$21,456

**Small Commercial-5 year**

Requesting the new rate increase to be adjusted over 5 years, setting the current rate to be billed at \$10.00 per month, followed by a yearly increase of \$1.00 per year for the next 5 years.

Comparison of monthly service fees that would be billed monthly, based on the number of small commercial meters in March 2021. The first increase would go into effect in 2021, followed by an increase through 2026.

**Small Commercial Meters: 149**

<u>Rates</u>	<u>Monthly</u>	<u>Yearly</u>
Current: \$3.00	\$447	\$5,364
2021 \$10.00	\$1,490	\$17,880
2022 \$11.00	\$1,639	\$19,668
2023 \$12.00	\$1,788	\$21,456
2024 \$13.00	\$1,937	\$23,244
2025 \$14.00	\$2,086	\$25,032
2026 \$15.00	\$2,235	\$26,820

**5 YEAR**

**Large Commercial Monthly Service Fee Changes**

**Proposed monthly service fee-**

Current Rate: \$6.00

New Rate: \$25.00

The proposed rate increase set at \$25.00 for large commercial meters, it will increase funds an additional:

Monthly: \$722

Yearly: \$8,664

**Large Commercial over 35 kw-2year**

Requesting the new rate increase to be adjusted over 2 years, by setting the current rate to be billed at \$20.00 per month, followed by a yearly increase of \$2.50 per year for the next 2 years.

Comparison of monthly service fees that would be billed monthly, based on the number of large commercial meters in March 2021. The first increase would go into effect in 2021, followed by annual increase through 2023.

**Large Commercial Meters: 38**

<u>Rate</u>	<u>Monthly</u>	<u>Yearly</u>
Current: \$6.00	\$228	\$2,736
2021 -\$20.00	\$760	\$9120
2022 -\$22.50	\$855	\$10,260
2023-\$25.00	\$950	\$11,400

**5 YEAR**

**Industrial Monthly Service Fee Changes**

**Proposed monthly service fee as follows-**

Current Rate: \$98.29

New Rate: \$250.00

The rate increase set at \$250 will increase additional incoming funds-

Monthly: \$151.71      Yearly: \$1820.52

**Industrial-2 year**

Requesting the new rate increase to be adjusted over 2 years, setting the current rate to be billed at \$250.00 per month, followed by a yearly increase of \$25.00 per year for the next 2 years.

Comparison of monthly service fees that would be billed monthly, based on the number of industrial meters in March 2021. The first increase would go into effect in 2021, followed by an annual increase through 2023.

**Industrial Commercial Meters: 1**

<u>Rate</u>	<u>Monthly</u>	<u>Yearly</u>
Current: \$98.29	\$98.29	\$1,179.48
2021 -\$200.00	\$200	\$2,400
2022 -\$225.00	\$225	\$2,700
2023-\$250.00	\$250	\$3,000

5 YEAR

Solar Monthly Service Fee Changes

**Proposed monthly service fee-**

Current Monthly Rate: \$3.00

New Monthly Rate: \$15.00

**Solar-5 year**

Requesting the new rate increase to be adjusted over 5 years, setting the current rate to be billed at \$10.00 per month, followed by a yearly increase of \$1.00 per year for the next 5 years.

Comparison of monthly service fees that would be billed monthly, based on the number of solar meters in March 2021. The first increase would go into effect in 2021, followed by an annual increase through 2026.

**Small Commercial Meters: 117**

<u>Rates</u>	<u>Monthly</u>	<u>Yearly</u>
Current: \$3.00	\$351	\$4,212
2021 \$10.00	\$1,170	\$14,040
2022 \$11.00	\$1,287	\$15,444
2023 \$12.00	\$1,404	\$16,848
2024 \$13.00	\$1,521	\$18,252
2025 \$14.00	\$1,638	\$19,656
2026 \$15.00	\$1,755	\$21,060

5 YEAR

Monthly Yard Light Service Fee Changes

**Proposed monthly service fee-**

Monthly rate Power only: \$2.00

Customer would be responsible to maintain, repairs, replacement parts, labor including all costs associated. Hyrum City to provide only power.

Monthly rate \$8.00

Hyrum City to provide power, maintenance, repairs, replacement parts, and labor.



**WORK ORDER AGREEMENT**

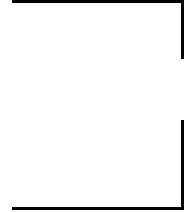
Project No. 14-21-0922.0009

**BY AND BETWEEN:**

Forsgren Associates, Inc.  
95 West 100 South, Ste 115  
Logan, UT 84321  
435/227-0333



Mayor Stephanie Miller  
Hyrum City Corporation  
60 West Main Street  
Hyrum, UT 84319  
435-245-6033



**PROJECT AND LOCATION:** Elite Hall Masonry Renovation – 90 West Main Street, Hyrum

**SCOPE OF WORK:** The scope of work for this project is separated into the following Tasks.

1. Prepare bid documents for exterior masonry renovation to include wall elevations, project notes, contractor advertising and project proposal, and general conditions documents.
2. Assist Hyrum City during the project bid process as requested by the Client. It is anticipated that bid phase services will include attendance at a pre-bid meeting, addressing contractor questions, preparation of bid addendums, and reviewing bids submitted to provide recommendations to the Client.
3. Assist Hyrum City during the masonry renovation work for services requested by the Client. Services may include but are not limited to contractor coordination/negotiation, submittal review, periodic review of progression of the work, attendance at progress meetings, review of pay applications, and project completion services. Construction schedule is currently not determined and may occur in phases.

The above described services will be performed by Forsgren Associates as indicted herein:

Task 1 – Fixed fee amount of \$500.00

Task 2 & 3 – Whereas the extent of work, schedule and project requirements for bidding and construction phase services are not defined and are difficult to estimate at this time; it is proposed that these services be provided on a Time and Expense basis for work requested by the Client.

Hourly rates for time and expense services are indicated below:

Managing Engineer	\$155 / hr
Senior Engineer	\$145 / hr
Project Manager	\$130 / hr
Project Engineer	\$120 / hr
Design Engineer	\$110 / hr
CAD Technician	\$100 / hr

If this Work Order Agreement correctly summarizes our understanding of the Scope of Work you have requested, please sign it to indicate your approval and return one (1) copy which will serve as our authorization to proceed.

All work performed will be in accordance with accepted standards of professional practice. All original documents are the property of FA, except where by law or precedent these documents become public property or except when agreed in advance.

FA will invoice you monthly for the work and expenses incurred during the preceding month. Payment for the above services will be due upon receipt of our invoice.



Forsgren Associates Standard Terms and Conditions are attached and made part of this agreement.

This agreement shall be deemed entered into when it is received, duly signed by the client, and returned to FA at the address given above.

**FORSGREN ASSOCIATES, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CLIENT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Forsgren Associates, Inc. Terms and Conditions for Professional Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2. INSURANCE

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage. Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for the claims covered by ENGINEER's insurance.

### 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

### 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details,

Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project. OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

### 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

### 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties to this agreement. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

**11. SURVIVAL**

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

**12. INVOICES**

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within forty-five (45) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

**13. CHANGES**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

**14. CONTROLLING AGREEMENT**

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

**15. EQUAL EMPLOYMENT AND NONDISCRIMINATION**

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

**16. HAZARDOUS MATERIALS**

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site.

However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

**17. EXECUTION**

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

**18. LIMITATION OF LIABILITY**

ENGINEER's and its employees' total liability to OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the lesser of \$50,000 or the total compensation received by ENGINEER hereunder, except as otherwise provided under this Agreement, and OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

**19. LITIGATION SUPPORT**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, CLIENT shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for time incurred in gathering information and documents and preparation for attending depositions, hearings, and trial. Time spent preparing for and giving expert testimony shall be reimbursed at the standard Expert Witness hourly rate.