



CITY COUNCIL MEETING

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

AGENDA

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

1. **ROLL CALL**
2. **CALL TO ORDER**
3. **WELCOME**
4. **PLEDGE OF ALLEGIANCE**
5. **INVOCATION**
6. **APPROVAL OF MINUTES**
7. **AGENDA ADOPTION**
8. **PUBLIC COMMENT**
9. **SCHEDULED DELEGATIONS**
 - A. **Garrett Grantham** - To discuss amending Hyrum City Code to allow automotive repair shops as a home occupation business in residential zones.
 - B. **Museum Director Jami VanHuss** - To present Hyrum City Museum's Year End Report for 2023.
 - C. **Museum Curator Courtney Cochley** - To request approval of the [Hyrum Museum Collection Management Policy](#).
10. **INTRODUCTION AND APPROVAL OF RESOLUTIONS AND ORDINANCES**
 - A. **Ordinance 24-01** - [An ordinance repealing and reenacting Title 16 the Subdivision Ordinance of the Hyrum City Municipal Code.](#)
 - B. **Ordinance 24-02** - [An ordinance amending Sections 10.20.090, 10.20.100, and 10.20.105 of Chapter 10.20 of Title 10 of the Hyrum City Municipal Code, to provide an exception to allow parking longer than 48 hours on a City street where curb and gutter do not exist.](#)
 - C. **Ordinance 24-03** - [An ordinance amending Section 12.04.010 of Title 12 of the Hyrum City Municipal Code to no longer require sidewalks to be cleaned of snow before 9:00a.m. of the same day instead it be encouraged that snow removal is taken care of as soon as possible, and in areas where the sidewalks is next to the curb with no parking strip to not require snow removal.](#)

11. OTHER BUSINESS

- A. Consideration and appointment of Administrative Land Use Authority Members.
- B. Appointment to the Hyrum Senior Center Board.
- C. [Consideration and approval of a Wireline Crossing Agreement between Union Pacific Railroad Company and Hyrum City \(crossing at mile post 18.53 in Hyrum, Cache County, Utah\).](#)
- D. [Consideration and approval of a template agreement for professional services.](#)
- E. Mayor and City Council reports.

12. ADJOURNMENT

Stephanie Fricke
City Recorder

Council Members may participate in the meeting via telephonic communication. If a Council Member does participate via telephonic communication, the Council Member will be on speakerphone. The speakerphone will be amplified so that the other Council Members and all other persons present in the Council Chambers will be able to hear all discussions. In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Hyrum City at 435-245-6033 at least three working days before the meeting.

CERTIFICATE OF POSTING - The undersigned, duly appointed and acting City Recorder of Hyrum City, Utah, does hereby certify that a copy of the foregoing Notice was emailed to The Herald Journal, Logan, Utah, posted on the Utah Public Notice Website and Hyrum City's Website, provided to each member of the governing body, and posted at the City Offices, 60 West Main, Hyrum, Utah, this **29th day of January, 2024**. Stephanie Fricke, MMC, City Recorder.



Collections Management Policy

Collections Management Policy Approvals:

Hyrum City Museum Board January 9, 2024
 Hyrum City Council TBD, 2024

The Collections Management Policy is the institutional policy that governs how the Hyrum City Museum's Collection is developed, cared for, and managed. It is the document that ensures the Museum follows its mission to preserve objects that have been entrusted to its care by the public.

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The purpose of the Hyrum City Museum is to preserve for the public benefit, the natural, historical, cultural, and artistic heritage of our region.

Draft by Courtney Cochley, Museum Curator, November, 2023

1. Introduction and Hyrum City Museum Governing Statements

In accordance with its mission, the Hyrum City Museum (the “Museum”) maintains permanent collections as they relate to Hyrum and Cache Valley history. This collections management policy guides the care of the collections and sets the criteria by which the Museum can determine how to best meet these needs as they relate to acquisition, management, preservation, lending, borrowing, disposal, and exhibition.

Purpose (per our bylaws)

The purpose of the Hyrum City Museum is to preserve for the public benefit, the natural, historical, cultural, and artistic heritage of our region.

Mission

The Hyrum City Museum creates and maintains interpretive exhibits, provides educational activities, and actively collects and cares for artifacts and historical materials to provide a resource for visitors to make connections with local heritage and our community.

Vision

To provide an inviting space for all visitors to feel a sense of belonging by learning, interacting with one another, and engaging with local heritage, which is sustainable and employs museum best practices.

The Mission and Vision were approved by the Hyrum City Museum Advisory Board on October 9, 2018, and the Hyrum City Council on November 1, 2018.

2. Governance and Collections Responsibility

The Hyrum City Museum is a city institution located in the basement of the Hyrum City Offices and Library building. The Museum is subject to the policies, rules, and administration of Hyrum City (the “City”). Accordingly, the Hyrum City Council has the ultimate responsibility for the preservation and protection of the permanent collection. They have the ultimate fiduciary responsibility and ensure that all activities and programs are consistent with mission and policies. The Museum Director answers directly to the City Administrator to whom the Council has delegated oversight responsibilities of all City management activities. The Museum Director has the responsibility for day-to-day governance and management of the museum, staff, and volunteers.

Advisory Board

The Museum has an Advisory Board (the “Board”) that supports and advises the Museum Director and staff on museum management, fundraising, and programmatic activities. The Museum Director is responsible for coordinating the activities of this board.

Staff

It is the responsibility of Museum staff to administer the daily needs of the collection. The Museum Director has final authority on all decisions affecting the collection. The immediate responsibility for the physical care of all the collections lies with the Museum Curator. The Museum Curator is also responsible for ensuring the physical well-being of the collections

through proper risk management and for creating and maintaining collection records. These tasks are outlined in separate collections procedure documentation.

3. Museum and Collection History

Museum History

The Hyrum City Museum was founded in 1980 by Hyrum City Councilman Willis “Bill” McBride in the LDS 1st ward house at 300 South and Center Street. Some of the original artifacts include a painting of Mountain Men on leather by Craig Poppleton, Dr. Burgess’s medical bag, and a replica of the Fort Hyrum, which Bill and his son Jeff painstakingly built. These items are still on display in the Museum.

In 1989 Hyrum City built the Civic Center with a new library space on Main Street; the Museum moved to the basement next to the library. In 2006 the Hyrum Library and Museum Foundation’s campaign to build a new library and museum building found success and construction on our current location at 50 West Main Street commenced.

In 2012 a Museum Advisory Board was created and the Museum Director became an official city position. The Museum Curator became an official city position in 2016. The Museum also benefits from the work of its advisory board, a docent program, and a partnership with Utah State University offering internships to undergraduate and graduate students.

A 2500 square foot expansion was completed from 2016-2020, including a 1600 square foot exhibition area, the Kindred Reading Room, and two new storage areas. A new secure collections storage room was completed in 2023.

There are currently 15 permanent interpretive exhibits, several virtual exhibits, several rotating/temporary exhibits, and monthly programming for adults and children.

Collection History

The Hyrum City Museum currently has over 2000 items accessioned and catalogued in our collections management system. Items are currently on exhibit, in our secure storage room, in our archive for research, or awaiting processing. Items in the collection include three-dimensional objects, books, archives, and photographs.

Prior to 2012, when the first professional Museum Director was hired, record-keeping had not been well-established. A full collection inventory was conducted in 2013 where all items were accessioned and catalogued as found-in-collection items, the numbering was assigned based on where the object was exhibited or stored, often by theme or object type.

The collection is historic in nature, mostly representing the material history of Hyrum since the city’s founding in 1860. The largest categories of the collection consist of tools, clothing, and periodicals and publications. Many items from the Museum’s establishment in 1980 are still in the Museum collection. Every effort is made to reconcile objects within the collection with paper records and confirm their provenance.

4. Scope of Collections

The Hyrum City Museum collects historic objects, art, and archival material related to the human history of Hyrum City and surrounding communities as it relates to the history of Cache Valley. The museum does not collect natural history specimens or prehistoric human materials. Objects that illuminate the stories of exploration, settlement, economic development, and community and cultural development of Cache Valley throughout time are a priority. This includes ethnographic materials of regional indigenous cultures living in and near Cache Valley.

The Museum's collections should reflect the breadth, depth, and complexity of the experiences of the people of Hyrum City. The Museum actively seeks to illuminate under-represented stories and groups. Artifacts may reflect larger national or international themes, but should always focus attention on how those events affected life in Hyrum.

Objects are collected primarily for use in exhibits and secondarily for research and educational programming. Collections are not acquired haphazardly and must fall within the general framework of existing collections, or must otherwise strengthen their useful comparative nature. Generally, items must be in good condition, needing little to no repair before being displayed. Exceptions for extremely relevant or scarce pieces may be made, but the item must have direct bearing on a significant part of the community's heritage.

Objects not accepted for accessioning into the permanent collection may be placed in the education collection.

5. Collection Categories

Collections are developed, managed, and conserved for use in exhibitions, research, and/or education programs for academic and public audiences. To ensure these collections will be available for the future, use is balanced with current preservation philosophies and museum best practices, especially those involving preventive conservation. The Museum adds objects to the collection by means of gift, bequest, transfer, purchase, exchange, or any other transaction by which title to an object passes to the museum.

Recognizing the collections form the core of the Museum, but also acknowledging the duty of the Museum is to provide varied and informative programming to its audience, the Hyrum City Museum maintains two categories of collections:

Permanent Collection

The Permanent Collection is the Museum's primary collection and is maintained at the highest standard. Accessioned, documented, and cataloged objects collected within the scope of collections are preserved in trust for future generations. These objects are given the highest level of care, management, and protection and can be used for research, exhibition, or loans. Permanent collections are owned by the City of Hyrum and held in trust for the general public.

Education Collection

The Education Collection consists of objects outside permanent collections used as exhibit or educational props and related exhibition furniture, cases, vitrines, and similar expendable and reproducible items. Objects in the Education Collection are not cared for, managed, or protected in the same way as the permanent collections. However, similar acquisition and disposal principles related to City policies, ethical standards, and State and Federal law will be practiced. If a donor approves, objects not accepted into the Permanent Collection may be considered for the Education Collection.

6. Legal and Ethical Guidelines

Code of Ethics

The Hyrum City Museum adheres to the code of ethics as adopted by the American Alliance of Museums and the City of Hyrum. The Museum also complies with all applicable local, state, and federal laws, international conventions, and legal standards governing trust responsibilities.

Where conflicts of interest arise—actual, potential, or perceived—the duty of loyalty must never be compromised. No individual may use his or her position in the Museum for personal gain or to benefit another at the expense of the Museum, its mission, its reputation, and the society it serves.

The Hyrum City Museum Code of Ethics was adopted by the Hyrum City Museum Advisory Board on March 12, 2019, and the Hyrum City Council on March 21, 2019.

Personal Collecting

While Hyrum City nor the Museum have set policy, all City staff understand that care must be exercised to ensure that no conflict, or appearance of conflict, arises between staff and the Museum. Staff members must not personally compete with the Museum for acquisitions in which the Museum has formally declared an interest. No staff member may use their Museum affiliation to promote their, or an associate's, personal collecting activities. In all situations, the Museum's formally and specifically stated collecting needs take precedence over those of the individual. The Museum staff also acknowledge that acquiring, collecting, and owning of objects by staff is not in itself unethical and can enhance professional knowledge and judgment.

Loans to the Museum of personal objects belonging to staff can be of benefit to education and the scholarly mission of the Museum. Exhibition and publication of objects by the Museum can also enhance an object's value. Therefore, objects belonging to staff members may be loaned to the Museum for exhibition or research if the object(s) would significantly enhance the educational value of the larger exhibition or research question. There cannot be a conflict of interest, or even perceived conflict of interest, wherein the staff member may personally benefit from such a loan.

Laws Concerning Collections

The Hyrum City Museum complies with local, state, and federal laws.

Hyrum City Museum employees authorized to acquire objects for the permanent collection through gift, purchase, exchange, field collection, or other means will reasonably ensure that clear and legal title can be transferred to and obtained by the Museum and accomplish through due diligence that the title is clear and valid.

The Museum will not knowingly or willfully accept or acquire objects illegally imported into or illegally collected in the United States. Due diligence will be pursued to ensure that objects considered for acquisition have been collected and imported in full compliance with the laws and regulations of the federal government of the United States and of the individual states. All objects collected in foreign countries must also have been obtained in compliance with the laws of those countries. The Museum may accept objects that have been legally confiscated by government authorities.

Access Policy

Access to the collections provides opportunities for research and education. However, measures must be undertaken to preserve the integrity and security of the collections. Access to collections must be pre-approved by the appropriate Museum staff and the decision for allowing access will take into consideration risk to objects, resources available for supervision, and research goals. Access to collections storage areas shall only be under the supervision of the Museum Director or Curator. Research conducted in the Kindred Reading Room will be supervised by Museum staff or volunteers. See the Museum's Research & Use Agreement for specific policies regarding research at the museum.

This policy allows for curatorial discretion to restrict access to sensitive data such as donor, valuation, cultural information, site, and locality. Museum staff will take all reasonable steps to ensure that this sensitive information is safeguarded.

7. Acquisitions and Accessions

Acquisition Authority

The Museum adds objects to the collection by means of gift, bequest, transfer, purchase, exchange, or any other transaction by which title to an object passes to the museum. Only the Museum Director or Curator may approve accessions of objects into the Hyrum City Museum collections. No other individuals are authorized to accept collections for the Museum.

The Hyrum City Museum Advisory Board will be consulted on all proposed accessions that may be controversial, of significant size, or of significant monetary value.

Selective Acquisition

Because of limited storage space, established goals, and financial and ethical constraints, indiscriminate growth of collections is neither feasible nor responsible. Collections objects must be acquired in accordance with current legal and ethical standards. Acquisition practices must adhere to discipline-specific ethics and practices and should in no way contribute to the existence of illegitimate markets, the destruction of resources or sites, illegal trade, or unethical behavior.

Fiduciary Responsibility

Because of its fiduciary responsibility to maintain and preserve objects in perpetuity for the common good, the Museum will not acquire objects for which it is unable to provide adequate space, financial resources for care and conservation, and appropriate staff (curatorial, collections management, conservation, preservation, and registration).

Use

The Museum acquires objects specifically to fulfill the Museum's mission. Objects for which the Museum staff anticipates no foreseeable use for research and/or education will not be accepted. Potential donors of such object(s) may be referred to other museums having an interest in and use for the offered object(s).

Object Donation Inquiries

Objects acquired and brought into the Museum can pose risks to the collections that are the responsibility of staff to maintain and preserve. Further, the proper care of these objects can require greater financial resources than initially imagined and, if not attended to, may become unclaimed property. Therefore, all inquiries made to the Museum staff concerning the possibility of object acquisition will be documented with appropriate appointments made with potential donors and temporary receipt and/or loan documents executed with clear time frames articulated. All procedures will discourage drop-offs and abandonment of objects.

Conditions of Acceptance

Legal documentation will be required for gifts, purchase, or bequests and can consist of a Deed of Gift, Bill of Sale, or Decree of Distribution and a Last Will and Testament. This documentation must be signed by the donor/seller/legal owner's representative before the object(s) is accessioned into the collection. The documentation will include the object(s) description and will be kept in the Museum's accession files. Free and clear title will be required for all objects acquired for the collections, without restrictions as to use, exhibition, loan, dispersal, or future disposition.

Only under exceptional circumstances will the Museum consider gifts on which the donor has placed restrictions concerning use or disposition. Restricted gifts will be accepted for accession only with the approval of the Advisory Board. Where restrictions are attached to an acquisition, every effort will be made to place a reasonable limit on the time for which these restrictions will apply and to define the conditions under which they will apply and to define the conditions under which their enforcement may terminate. In addition, all information regarding the decision to acquire the object(s) will be documented in the accession file. Such restrictions as may apply to an acquisition must be completely documented in the records pertaining to the object(s). The Hyrum City Museum will make every effort to comply with both the letter and the spirit of such restrictions.

Documentation of Accessions

It is essential that clear legal title to an acquisition be established prior to accessioning into the collections. It is the obligation of the authorized Museum employee making the acquisition to ensure that all information and documentation necessary for legal and binding accessioning are

obtained. In addition, all relevant provenance, significance, and interpretive information must also be obtained and documented during the acquisition process. The Museum staff will use and maintain an appropriate Collections Management System to document the collections from accession through cataloging in addition to maintaining the appropriate paper files, as dictated by best practice, on each accession and object.

Condition Reports

The condition report provides valuable information specific to an object. A condition report will be completed for an object when it enters the Museum for exhibition, either through loan or acquisition, for conservation, or as circumstances warrant. Originating condition reports will remain on file with the Museum. For rented traveling exhibitions the Museum will use the originating institutions format for condition reports. If no condition report accompanies the exhibition, the Museum will use its own forms to complete condition reports for all objects in the traveling exhibition.

Inventory

Collection inventories will be conducted periodically. A digital record and paper record copy will be produced and stored in a secure location. If feasible, a digital photograph will be taken of each object and stored in the Museum's Collections Management System.

Commencement of Stewardship

The time at which the Hyrum City Museum is considered to take possession of and legally own an object varies with the method of acquisition. The following definitions set forth the time of commencement of ownership:

Gift

The Hyrum City Museum is considered to own the object(s) when a Deed of Gift has been signed and the object(s) physically enter the Museum. Ownership commences only when these conditions have been met. A Deed of Gift will be generated by Museum staff for each donation to the Museum and signed by the donor and Museum staff.

Bequest

In the case of a bequest, a Decree of Distribution and a copy of the Last Will and Testament shall be obtained. The Decree of Distribution must be signed by the executor. Ownership commences when the Museum acquires the object and the appropriate documentation is received. The Museum is not obligated to accept a bequest.

Purchase

Ownership commences when the Museum has rendered payment for the object(s), acquired the object(s), and received a receipt of purchase for the object(s). A Bill of Sale shall be obtained from the vendor for each purchase, if possible. If a Bill of Sale cannot be obtained, a written and signed statement of the circumstances of the purchase by the staff person responsible for the purchase shall be substituted and retained with the accession documentation.

Exchange

An object may be acquired through exchange for an object deaccession from Hyrum City Museum collections or collected for exchange purposes. Exchanges are initiated by the appropriate Museum staff with the deaccession approved by the Advisory Board. No exchanges will be made with private persons. Cultural and educational institutions will have preference over all other interested parties. Ownership commences when all objects involved have entered and been accepted by the respective institutions.

Field Collection

Field Collection is the primary means of acquisition of research collections. Individuals involved in field collecting are responsible for obtaining all needed permits, or release forms, etc., for the applicable work undertaken and for providing the Museum staff with a copy of these forms or permits. All field collections will take place in accordance with state and federal laws and applicable permissions from individuals or institutions and will be conducted using the applicable ethical standards and best practices.

Field collections at the Hyrum City Museum include oral histories, documentation of current events, including festivals and other cultural traditions, and salvage of historic building components. Ownership commences when the Museum has physical custody of the object(s) along with all permits, release forms, etc., authorizing and approving the field collection.

Abandonment

The Museum will not accept objects abandoned on museum premises, except under extreme circumstances and with the written approval of the Museum Director. As clear title cannot be ascertained, it is unwise to accept any abandoned object.

Unsolicited gifts sent to the Museum will be treated as abandoned property. Any such objects will be dealt with under the direction of Utah's Abandoned Property Law. (See Appendix, Utah Code Title 67, Chapter 4a, Section 201)

8. Collections Care, Conservation, and Risk Management

The Museum's responsibility to care for collections in its custody on behalf of present and future generations is a primary obligation of the institution. All staff members share in this broad accountability and preservation of the collections is an essential responsibility. The Hyrum City Museum endorses the concepts of preventative conservation which aim to minimize damage and deterioration of the collections. All staff and volunteers practice preventive conservation within the storage rooms and exhibition galleries following established collections handling procedures and guidelines. All collections care and risk management practices apply both to physical and born-digital collections.

Professional standards require eliminating or mitigating risks to the collections from the ten agents of deterioration:

- Physical Forces
- Thieves and Vandals

- Fire
- Water
- Pests
- Pollutants
- Light
- Incorrect Temperature
- Incorrect Relative Humidity
- Custodial Neglect and Disassociation

The Hyrum City Museum's Collections Care and Conservation Plan, which contains the Museum's Integrated Pest Management Plan and Collections Housekeeping Plan, highlights the Museum's procedures to help mitigate the risks to the collection from the ten agents of deterioration following the most up-to-date best practices for collections care.

Physical Care

The Hyrum City Museum provides climate-controlled and secure storage areas for all its collections. Collections are housed in sealed metal cabinets, or in acid-free boxes on powder-coated metal shelving/racking whenever possible. Archival supplies or materials recommended by conservation specialists are used for preparation and storage of collections objects. Museum staff and volunteers are trained in proper handling procedures for collections. Handling or moving of collection objects is done by collections interns or volunteers under the supervision of staff members. The Museum has established collections handling procedures and guidelines for all collections care workers and collections users.

Permanent Collection objects and borrowed objects on exhibit are routinely monitored by collections staff. Collection objects are exhibited in locked display cases whenever possible or in open display areas using best practices for those exhibit circumstances. Large objects are protected from public handling by barriers. Handling or moving of collection objects on exhibit is done by trained staff; or by volunteers and interns under the direction of trained staff.

All collections objects shall be safe, secure, and stable while in the Museum's care, whether temporarily or permanently.

Conservation

Using the highest possible standards, the Museum's conservation goal is to manage and maintain the balance between long-term preservation and short-term use of the collections by minimizing chemical, physical, and biological deterioration. Conservation includes prevention and intervention measures designed to mitigate deterioration and return objects to stability through minimally intrusive methods. The Museum follows the current conservation philosophy of minimal chemical and physical trauma to the object, the use of sympathetic materials, compatibility of materials, and maintaining complete, accurate records of materials and processes used. When possible, the Museum will use professionally trained conservators.

Environmental Monitoring

Documentation is essential for understanding the outside weather fluctuations and the ability of the building's heating, ventilating, and air conditioning systems to control and minimize the change inside the building. Change is to be expected with seasonal fluctuations, but to preserve

the collections of the Museum, it is important to minimize fluctuations. Environmental measurements are recorded with data loggers. Records will be kept for a minimum period of three years.

As visible and ultraviolet light on collections presents preventative conservation concerns for objects on exhibition and in collections storage, it is important light levels be monitored and adjusted appropriately. Lights should remain off in collections storage rooms and exhibition areas unless occupied if possible.

The museum will own and use environmental monitoring devices in order to help maintain the appropriate conditions.

Pest Management

Integrated Pest Management (IPM) is a means of controlling pests using primarily non-invasive methods to prevent, mitigate, and minimize pest infestations. While not all pests attack and damage collections materials, overlooked, non-destructive pests tend to attract the destructive sort. The Museum staff will, therefore, seek to manage all pests. The Museum's methodology to keeping pests in check follows a Block, Discourage, Detect, and Respond protocol. Blunder traps will be used to monitor pest activity with documentation maintained by the Museum Curator on a regular basis. Food shall never be present in collections storage areas and shall be limited in use within the exhibition galleries with all food-related trash being removed from the museum and housekeeping completed immediately after use.

The full IPM plan can be found in the Museum's Collections Care & Conservation Plan.

Emergency & Disaster Preparedness, Response, and Recovery

In case of emergency or disaster, the Hyrum City Emergency Operations Plan will guide staff.

Insurance

Insurance is part of object care, providing for appropriate compensation to the Museum or a lender in the event of loss or damage.

The permanent collection and objects owned by the Museum are insured under Hyrum City's policy at fair market value to cover damages and loss.

As stated in the conditions outlined on Museum *outgoing loan agreement*, insurance is required for all objects lent from the Museum's collection and will be covered by the borrowing institution against all risks of physical loss or damage from external cause while in transit and on location during the period of this loan. A Certificate of Insurance may be required from the borrowing institution prior to the commencement of the loan.

As stated in the *incoming loan agreement*, all collections borrowed by the Museum will be insured by the Museum, under Hyrum City's insurance. The insurance policy contains the usual exclusions of loss and damage due to such causes as earthquake, war, flood, gradual deterioration, faulty or defective workmanship, or nuclear damage. A certificate of insurance will be sent upon request. If the lender elects to maintain his/her insurance, the museum must be

supplied with a certificate of insurance naming the Museum as an additional insured or waiving rights of subrogation.

Security

Security against theft and vandalism is a critical component of collections care. The Museum employs the use of security cameras in all exhibition and storage areas. Loss or damage of an object must be immediately reported to the Museum Curator and the Museum Director, and in the case of an incoming loan, the lender. The incident will be documented and all records will be kept in the object's file.

9. Documentation and Registration

Documentation records form an integral part of an object's history and are of primary importance in understanding the object. Records also provide the means by which the Hyrum City Museum establishes its right to legally retain objects, either through permanent ownership, temporary custody, or on loan. Careful and explicit record keeping allows the Museum to know an object's provenance, condition, location, legal status, and to systematically classify and catalog objects.

Collections records are created in a timely fashion, housed in a secure location, and are physically preserved by proper handling and storage methods. Where possible, duplicate registration and accession records should be made and stored in separate facilities as a security precaution. Documentation should be kept on archival paper when possible to ensure their preservation and longevity. In the case of digital archives, all images and documentation should be kept on redundant storage devices inside and outside of the Hyrum City Museum. Documentation of objects found-in-collection will be the same as those that were donated or acquired through purchase. The Museum staff will use and maintain both a Collections Management System and paper records as dictated by best practices.

Current procedures for collections documentation, including how to accession, catalog, label, digitize, re-house, and handle objects, can be found in the Collections Procedure Manual, which contains the most up-to-date instructions for the day-to-day maintenance of the collection.

Registration

The registration process involves the activities of compiling and maintaining an accurate and cumulative inventory of all objects in the Museum's custody. This includes providing an immediate, brief, and standard means of identifying each object and recording its source, status, and disposition. Registration includes:

Accessioning is the process of transferring ownership of an acquisition to the Museum, including the process of recording the acquisition as part of the collection. Accessioning gives the Museum legal right to hold the object and commits the Museum to the responsibility for the proper care and use of the object. When an object is accepted as part of the Museum's permanent collection, it is accessioned by completing the documentation and assigning a unique control number (accession number). An accession number is assigned to a collection acquired from a single source at one time. It may refer

to one object or to a number of miscellaneous and diverse items within the same donation. All permanent collection items acquired by the Hyrum City Museum will be formally accessioned. Accessioning will be done in a timely fashion by the Museum Curator.

Numbering System: The accession number is a unique number assigned to a collection element or group of elements that comprise the accession. The accession number is defined by the year of its acquisition and the order it was received (2023.XX) The catalog number is assigned to a particular object to provide a unique identifier of the object and contains the full accession number with a third number as the object ID (2023.XX.YY).

Deaccessioning is the process of removing an object from the permanent collection by legal means. All aspects of the conditions and circumstances of deaccessions and dispositions of objects will be recorded and retained in the registration records.

Loans are the temporary physical transfer of material without transfer of ownership. Loans are undertaken within the terms of a loan agreement that: a) forms a contract between the lender and borrower; and b) specifies terms and conditions of the loan, including the responsibilities of each party and duration of loan.

Incoming Loans: For external and traveling exhibitions, research, or other stated purpose, the Hyrum City Museum will make arrangements with institutions or individuals for the loan of materials to the Museum. In general, the originating institution generates the loan documentation agreement forms, however, if needed the Museum will generate these documents to be signed by each responsible party. Loans will only be made for a specified length of time and they may be renewed with written approval of the originating institution or individual and the Museum, as directed by the terms of the loan agreement.

Outgoing Loans: For research, exhibition, education, or other stated purpose the Hyrum City Museum will agree to arrangements with other like institutions for the loan of Museum permanent collection objects. An Outgoing Loan Agreement will accompany loans originating from the Museum and will be signed by both responsible parties. A General Facility report will be required from the borrowing institution if the object is loaned for exhibition. Loans from the Museum will be made for a distinct period of time with the option of renewal at the discretion of the Museum Director but are non-transferable without written authorization from the Museum Director. Collection objects will not be loaned to individuals. If the loan is for research purposes, results of analyses (including publications, reports, images, digital data such as CT scans, etc.) must be forwarded to the Museum upon completing of the study. Any remaining materials, not consumed during analysis in the case of destructive studies, will be returned to the Museum upon the conclusion of the study. The borrowing institution will provide insurance coverage for any borrowed

items and will provide the Hyrum City Museum with a Certificate of Insurance prior to any conveyance of object(s).

10. Intellectual Property

The Hyrum City Museum seeks to secure exclusive or non-exclusive copyright license on all acquisitions. In general, the fair use doctrine of the 1976 Federal Copyright Act permits the Museum to carry out its exhibition and educational programs, even when the Museum does not hold copyright or non-exclusive license. Unless the Museum can document that it owns copyright, the Museum cannot grant rights to reproduce objects in the collection for any other purpose.

The Museum accepts written requests for photographic materials of collection objects. All reproduction, duplication, or photography of the Museum's collection must be approved by the Museum Director and applicants are required to submit an Image Reproduction Request form.

The use of photographs in printed or other media material must be agreed to, in writing, by the Museum Director prior to publication, and the publication must credit the source as the Hyrum City Museum. All duplication is at the discretion of the Hyrum City Museum. Although the Museum seeks to serve the public, it also seeks to preserve and protect the integrity of its collections.

11. Appraisals

Appraisals for donations to the Hyrum City Museum for tax purposes are the responsibility of the donor. In accordance with Internal Revenue Service (IRS) regulations, organizations receiving gifts of art and objects must maintain an "arms-length" transaction with the donor. As such, the Museum cannot appraise the work, pay for the appraisal of the work, or suggest the value of the work. The Museum provides the donor with an acknowledgment letter and Deed of Gift which may be used by the donor to prove the gift for tax purposes. Staff may provide donors with the names of independent qualified appraisers in the region. [See IRS Publication 561 for current IRS policy on Determining Value of Donated Property.]

12. Deaccessions

The Hyrum City Museum holds its collections in the public trust. Regarding the highest legal and ethical standards as defined by the American Alliance of Museums, the Museum selects objects for acquisition carefully, so should seldom need to deaccession objects. However, the Museum recognizes that periodic evaluation and selective culling of the collections can strengthen the quality of the Museum's collections.

Potential reasons for deaccession include: destructive analysis, repatriation, object deemed outside scope of collections, exchange, poor state of conservation, resources required for proper care are beyond those of the Museum, authenticity, hazard to personnel or other collections, redundancy, or illegitimate title. While abandoned or found-in-collections objects may not be accessioned it may be advisable to follow a full deaccession process for these objects for which

full Museum ownership has not been established but care and custody has been established over the years.

Means of Deaccession

Objects in the collection may be considered for deaccession only upon the formal written recommendations of the Museum Director or Curator to the Advisory Board. The recommendation will be reviewed and voted on by the Board. Prior to the Board vote, clear and unrestricted title must be ascertained and documented, clear rationale declared for deaccessioning, and a method of disposition recommended. All aspects of the deaccession will be documented and recorded in the appropriate registration files for the object(s).

Repatriation

The Museum complies with the Native American Graves Protection and Repatriation Act (NAGPRA) and applicable Utah Laws. Repatriation decisions will be undertaken on an individual basis, in accordance with the Museum's legal, fiduciary, and ethical responsibilities.

Disposal

In considering a deaccession recommendation, the Museum Advisory Board must also consider disposition of the object in the best interests of the Museum, the public, scholars, the cultural community it serves, and the public trust represented. The Museum will comply with the City's surplus property regulations as they apply to Museum collections, as outlined in Hyrum City Code 2.64 (Municipal Property). The Museum will also consider the reasons for which deaccession was recommended.

Methods of Disposal

1. Destruction due to health hazards, forgeries, or deterioration: Methods of destruction must comply with local, state, and federal codes and must be fully documented and included in the object(s) permanent record and witnessed by the Museum Director or Curator. Methods of destruction may include complete destruction of the object through mechanical means or incineration.
2. Transfer to another institution or individual: If the Museum's possession of an object is found to be illegitimate, the object will be transferred to the legitimate owner as determined by the appropriate authority or through the State's Unclaimed Property Act process. Copies of all documentation associated with the transfer will be retained in the object(s) registration files as with all other disposition actions.
3. Exchange
4. Sale to an appropriate institution: Advertised public sale or auction that will best protect the interests, objectives and legal status of the Museum will be used. Museum and Hyrum City employees, volunteers, Board Members, City Council Members, and immediate families are restricted from purchasing objects the Museum offers for sale or at auction.
5. Destructive analysis for research

Restrictions on Dispositions

1. Objects may not be given or sold to employees, volunteers, or advisors of the Museum, its board, or to family or representatives.
2. In general, an agent acting on behalf of the Museum in the sale of deaccessioned objects shall not use the name of the Museum to imply in any way that the value of such objects is supported or attested to by the Museum.
3. The name of the Hyrum City Museum may not be used in any promotional material regarding the sale of deaccessioned objects without the approval of the Advisory Board.

Proceeds from Deaccessions

All proceeds from the sale of deaccessioned objects will be deposited in a restricted collections account. Such funds may only be used for the acquisition of objects for the collection or for direct care of objects already in the collection.

Documentation of Deaccessions

All aspects of the conditions and circumstances of deaccessions and disposal of objects will be recorded and retained in the permanent registration records of each deaccessioned object.

13. Policy Review and Revision

The Collections Management Policy determines the responsibilities and direction of collections care for the Museum. It will be reviewed by Museum staff and the Museum Advisory Board every five years and revised as necessary. The Museum Advisory Board will vote to approve revisions before the revised policy is presented to the City Council for approval.

14. Appendix

References

Hyrum City:

- Hyrum City Municipal Code
- Hyrum City Emergency Operation Plan

Hyrum City Museum:

- Hyrum City Museum Strategic Plan
- Hyrum City Museum Code of Ethics
- Hyrum City Museum Advisory Board By-laws
- Hyrum City Museum Collections Care & Conservation Plan
- Hyrum City Museum Collections Procedure Manual (includes Collections Handling Procedures)
- Hyrum City Museum Scanning & Digitization Guide
- Hyrum City Museum Research & Use Agreement

Federal and State Laws:

- Native American Graves Reparation Act (United States Code, Title 25, Chapter 32)
- Internal Revenue Service Publication 561
- Utah Unclaimed Property Act (Utah Code Title 67, Chapter 4a, Section 201)

American Alliance of Museums (www.aam-us.org):

Code of Ethics for Museums (<https://www.aam-us.org/programs/ethics-standards-and-professional-practices/code-of-ethics-for-museums/>)

American Association for State and Local History (www.AASLH.org):

Standards and Excellence Program for History Organizations (STEPS) Workbook

ORDINANCE 24-01

WHEREAS, on January 6, 1994, the Hyrum City Council passed and posted an ordinance adopting the "Hyrum City Municipal Code", a recodification of municipal ordinances encompassing the "Revised Ordinances of Hyrum City" and ordinances adopted through July 15, 1993; and

WHEREAS, Title 16 of the Hyrum City Municipal Code is known as the Subdivision Ordinance of Hyrum City and sets forth those regulations governing the division, subdivision, and development of land within Hyrum City; and

WHEREAS, in accordance with Utah State Code Section 10-9a-6 Subdivision, which is the Municipal Land Use, Development, and Management Act was amended by Senate Bill 174 in 2023 to standardize the administrative subdivision approval process for single family houses, two family houses, and townhouses; and

WHEREAS, the amendments required in Senate Bill 174 must be adopted by Hyrum City and other municipalities with similar population by February 1, 2024; and

WHEREAS, Hyrum City currently requires the City Council to approve a Concept Plan, Preliminary Plat, and the Final plat and in accordance with State Law the City Council is no longer allowed to require a Concept Plan nor be a part of the approval process for the Preliminary Plat and Final Plat; and

WHEREAS, State Law was amended to only allow for the Planning Commission to review and approve the Preliminary Plat; and

WHEREAS, State Law allows only the Administrative Land Use Authority to approve the Final Plat; and

WHEREAS, the Hyrum City Council has found it necessary to amend certain of these standards to reflect required changes by State Law.

NOW THEREFORE, upon recommendation of the Planning Commission and following a public hearing, the Hyrum City Council hereby adopts, passes, and publishes the following:

AN ORDINANCE REPEALING AND REENACTING TITLE 16 THE SUBDIVISION ORDINANCE OF THE HYRUM CITY MUNICIPAL CODE.

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

1. Title 16 of the Hyrum City Municipal Code is hereby repealed and reenacted as attached in Exhibit "A".

2. REPEALER. All ordinances, resolutions, and zoning maps of the city, or parts thereof inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution or ordinance or part thereof.

3. DECLARATION OF SEVERABILITY. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Hyrum City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.

4. EFFECTIVE DATE. This ordinance shall become effective upon posting three (3) copies in three (3) public places within Hyrum City.

5. ADOPTION. This ordinance is hereby adopted and passed by the Hyrum City Council this 1st day of February, 2024.

HYRUM CITY

BY:

Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

Posted:

TITLE 16

SUBDIVISIONS

Chapters:

- 16.02 Overview
- 16.04 Definitions
- 16.10 Concept plan
- 16.12 Preliminary plat
- 16.16 Final plat
- 16.20 Improvements and design standards
- 16.24 Administration and enforcement
- 16.28 Mini-subdivisions

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Chapter 16.02

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OVERVIEW

For purposes of this title, the term subdivision means the division of a parcel of land to create building lots.

~~There are two types of subdivisions; the smallest is called a mini-subdivision, which is explained in section 16.28. It allows a parcel of property to be divided into three (3) portions. Its major features are; having a licensed surveyor produce a plat, and then gaining approval from the planning commission and the city council. Persons (subdividers) who want to create a mini-subdivision should purchase a copy of section 16.28. The zoning administrator is available to help with submittal details.~~

~~The second type of subdivision is a larger division of property, in excess of three (3) portions. The subdivider is required to purchase copies of title 16 and 17 as well as a copy of "design standards and construction specifications for public works construction in Hyrum City," hereinafter referred to as the design standards. The design standards detail a step by step process sub-dividers must take to gain approval for their subdivision. Title 16 explains the three (3) major phases for their subdivision; concept plan, preliminary plat, and final plat. The process for all subdivisions shall follow the approval path described below unless specifically exempted in part or whole as further provided for in this title.~~

~~Each stage of the approval process is further described in the sections titled below. In general, all subdivisions shall be submitted in the following stages: Concept Plan, Preliminary Plat, and Final Plat. Each of these stages will require recommendation for approval by the Planning Commission and approval by the City Council for advancement to the next stage. When all approvals have been obtained the project can begin construction. Recommendations by the Planning Commission shall be to approve, approve with conditions, or deny the application. City Council will approve, approve with conditions, or deny the application. Denial shall be made when the developer has proceeded to the end of a stage and has not met the requirements of the Code, the standards of development adopted by the City Council, for failure to mitigate an issue necessary to protect public health or safety, or if the approved plat would be contrary to state or federal law.~~

The Hyrum City zoning administrator is the primary contact for ~~subdividers~~ developers wishing to ~~develop~~ create a

subdivision. ~~He/she~~The zoning administrator is available to provide interpretation of the code⁷ and provide guidance through the approval process.

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Chapter 16.04

DEFINITIONS

Sections:
16.04.010 Definitions.

16.04.010 Definitions.

The following terms used in this title shall have the respective meanings hereinafter set forth.

Administrative Land Use Authority. "Administrative Land Use Authority" means the individual, board, or commission, appointed or employed by the City Council and described in this title to issue final approval for a land use application. This land use authority may differ based on the application type.

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Administrative Appeals Hearing Officer. "Administrative Appeals Hearing Officer" means an individual, appointed by the Mayor, with advice and consent from the City Council, to hear and make rulings on requests for variances and appeals of decisions applying Land Use Code (Title 17.16)

Administrative Subdivision. "Administrative subdivision" means a subdivision that meets all of the provisions of the Code consistent with the zone in which it is located.

Alley. "Alley" means a public way which affords a secondary means of access to abutting property.

Applicant. "Applicant" includes a corporation, company, individual, or entity who has made application on behalf of a land owner.

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~~Bench mark~~**Benchmark.** "Bench markBenchmark" means an accepted mark affixed to a permanent ~~semi-permanent~~ object along a line of survey to furnish a datum level- required for the establishment of reference for the development.

Block. "Block" means a piece of land surrounded by streets or other rights-of-way other than an alley or land which is designed as a block on any recorded subdivision plat.

Business Day. "Business Day" means a regular workday under the City's approved work schedule, excepting any days of closure or disruption to standard operations due to emergency circumstances.

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City Council. "City Council" means the City Council of Hyrum.

City Engineer / ~~Engineer.~~ "City Engineer" means any registered civil engineer appointed by the City Council, or any other person designated by the City Administrator, to accomplish the objectives of this title; provided, that no such person may serve the

City and a subdivider simultaneously where he would have to check his own work or the work of a member of his firm in connection with any subdivision in the City. Also see "Engineer" "Engineer" means licensed in the State of Utah for discipline required and in good standing with The Division of Occupational and Professional Licensing.

Collector street. "Collector street" means a street which carries traffic from all areas to the major street system.

Commission. "Commission", unless otherwise clearly indicated, means the Hyrum City Planning Commission.

Concept plan. "Concept plan" means a conceptual drawing of the proposed development prepared in accordance with the requirements of this title.

Condominium. "Condominium" means the ownership of a single unit in a multiunit project together with undivided interest in common in the common areas and facilities of a property as provided by state law.

Contiguous Land. "Contiguous Land" means land that is adjacent to another parcel or lot. This includes land separated by a roadway.

Crosswalk and walkway. "Crosswalk" and "walkway" means a right-of-way designated for use by pedestrians and not intended for use by motor vehicles of any kind.

Cul-de-sac. "Cul-de-sac" means a street having one open end and being terminated at the other end by a vehicular turnaround.

Driveway. "Driveway" means a private roadway access, the use of which is limited by persons residing, employed or otherwise using or visiting the lot on which the roadway is located. Not a publicly maintained street.

Easement. "Easement" means the quantity of land set aside or over which a liberty, privilege or advantage in land without profit, existing distinct from the ownership of the land, is granted to the public or some particular person or part of the public.

Engineer. "Engineer" means an individual that is licensed in the State of Utah for discipline required and in good standing with The Division of Occupational and Professional Licensing. See also City Engineer.

Environmental impact assessment. "Environmental impact assessment" means a report which describes by means of written narrative as well as maps a geological area in terms of existing:

- A. Slope;
- B. Soils;

- C. Watercourses;
- D. Water table;
- E. Flood hazard areas;
- F. Geologic hazards;
- G. Vegetative types;
- H. Wildlife;
- I. Wildlife habitat; and
- J. Available urban services (i.e., electricity, gas, roads, schools, culinary water, sewage facilities, police, and fire protection).

Feeder Street. "Feeder Street" means a street existing or proposed which is supplementary to a collector street and of limited continuity which serves or is intended to serve the local needs of a neighborhood.

Final plat. "Final plat" means a subdivision map prepared in accordance with the provisions of this title that is accurately surveyed and such survey marked on the ground so that streets, alleys, blocks, ~~lots~~ slots, and other divisions thereof can be ~~identified~~ identified, and which is designated to be placed on record in the office of the county recorder.

Legislative Subdivision. "Legislative subdivision" means a subdivision in which the applicant has applied for consideration by the City Council to allow exceptions to the Code for a specific development such as a Planned Unit Development as provisioned in the Code.

Lot. "Lot" means a portion of the real land legally created by subdivision, exempted from subdivision, or parcel of land that was created prior to the adoption of a subdivision ordinance and is intended as a unit for building development or transfer of ownership. Sometimes used interchangeably with "Parcel."

Major streets. "Major streets" means a street existing or proposed which serves or is intended to serve as a major traffic way, as a controlled access highway, major street parkway, arterial, or other equivalent term to identify those streets comprising the basic structure of the street plan.

General plan. "General Plan" means a plan including maps or reports or both which has been approved by the City Council and the Planning Commission which helps to establish lines of current and future planned streets, roads, highways, etc., as provided in UCA 10-9a-401, et. seq. For the purposes of land use planning, the terms master plan, comprehensive plan, and general plan are synonymous.

Official map. "Official map" means any map adopted by the City Council under the provision of the Utah State Code.

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Owner. "Owner" means and refers to the person, corporation, partnership, or other entity in which is vested the fee simple unencumbered title of the property to be subdivided, unless otherwise clearly indicated.

Parcel. "Parcel" means a tract of land whether intended for building or other uses that may not be a buildable lot. Sometimes used to mean "lot."

Planning Commission. "Planning Commission" means the Hyrum City Planning Commission unless another Planning Commission is specifically named.

Preliminary plat. "Preliminary plat" means a map or plan of a proposed land division or subdivision prepared in accordance with the requirements of this title.

Public improvements. "Public improvements" means work objectives, devices, facilities or utilities required to be constructed or installed in a subdivision. Such improvements may include, but are not limited to, water facilities, sewer facilities, sidewalks, curbs and gutters, drainage facilities, secondary irrigation system streets, trees, street signs, street lights, traffic control or safety devices, fire hydrants and such other facilities or construction required by this title.

Subdivide. "Subdivide", and any derivative thereof, shall have reference to the term subdivision as herein defined.

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Subdivider. "Subdivider" means one who subdivides a parcel of land and may also be referred to as a developer.

Subdivision.

A. Subdivision means any land that is divided, re-subdivided, or proposed to be divided into two or more lots, parcels, sites, units, plots, or other division of land for the purpose, whether immediate or future, for offer, sale, lease, or development either on the installment plan or upon any and all other plans, terms, and conditions.

B. Subdivision includes:

1. The division or development of land whether by deed, metes and bounds description, devise and testacy, lease, map, plat, or other recorded instrument; and

2. Divisions of land for all residential and nonresidential uses, including land used or to be used for commercial, agricultural, and industrial purposes.

Subdivision requirements. "Subdivision requirements" means those that are adopted by the various governing bodies in the City for the necessary proper development of the proposed subdivision. (Ord.08-13)

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16.04-5

Chapter 16.06

Submittals

Sections:

- 16.06.010 Application.
- 16.06.020 Review.
- 16.06.030 Exemption
- 16.06.040

16.06.010 Application.

Applications shall be submitted to the zoning administrator. The initial application shall be reviewed for completeness within ten (10) business days. If the application is deficient the zoning administrator will notify the applicant in writing of the deficiencies. It is the applicant's responsibility to ensure that all items listed in the plat or plan contents section of the ordinance, is present and presented in a workmanlike manner. The plat or plans contents shall be used as a checklist for developers unless a separate checklist has been provided in the construction and development standards as adopted by the City Council. An application is not complete unless all applicable fees have been paid.

16.06.020 Review.

When a complete application has been made staff will begin the review process. The amount of time to review the submission will be determined by the stage of the subdivision process. At the end of a review, the City will convey any comments, concerns, or issues to the developer in writing and/or comments directly on the plat and/or plans. The developer will address all comments with a detailed explanation and make revisions necessary to correct the issues or provide a detailed explanation stating the reason why the changes should not be made before re-submitting the documents for further review. The explanations shall be clear and contain any references to applicable federal, state, or local code or standards. Comments not addressed will prevent the submission from moving forward until addressed.

16.06.030 Exemptions.

Subdivisions not included in the sections below are not exempted from any of the review stages.

- A. Administrative residential subdivisions that consist of single-family, two-family, or townhome units, in a zone that contains these units as a permitted use are exempted from the following stages of approval.

- 1. Concept Plan approval from any review authority.

(While a concept plan is not required it is

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recommended and may be requested by the developer to evaluate concerns and issues prior to producing a preliminary plat).

2.Preliminary plat approval by the City Council

3.Final plat approval by the Planning Commission and the City Council. (Final plat approval shall be required from the Administrative Land Use Authority).

B. A planned unit development is a legislative action and is not exempted from any of the review stages even if it contains elements described in the administrative residential subdivision. As a legislative action, a PUD is subject to the discretionary approval of the City Council. The City Council may deny the application for reasons other than items specifically referred to in the code or standards if it is determined that the development is not in the best interest of the City.

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C. Mini-Subdivisions as described in Section 16.28 are exempted from the following stages of approval.

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1.Concept Plan approval from any review authority. (While a concept plan is not required it is recommended and may be requested by the developer to evaluate concerns and issues prior to producing a preliminary plat).

2.Preliminary plat approval by the City Council

3.Final plat approval by the Planning Commission and the City Council. (Final plat approval shall be required from the Administrative Land Use Authority as described in Section 16.28).

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16.060.040 Reserved

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Chapter 16.10

CONCEPT PLAN

Sections:

- 16.10.010 Concept plan.
- 16.10.020 Concept Plan Approval Process
- 16.10.030 Consideration and Effect of Concept Plan
- 16.10.040 Plan Format.
- 16.10.050 Plan Contents.
- 16.10.060 Submittal to the Zoning Administrator.
- 16.10.070 Submittal to the Planning Commission.
- 16.10.080 Site Visit by Planning Commission.
- 16.10.090 Commission Requirements and Recommendations.
- 16.10.100 Submittal to the City Council.
- 16.10.110 Administrative, Professional, and Inspection Fees.

16.10.010 Concept Plan.

The Concept plan is intended to be the first step for a developer to present his/her ideas for a development to City Staff, the Planning Commission, and the City Council and for these agencies to advise him/her of any potential problems and make suggestions to better fit the project into the community. The Concept Plan gives the applicant, staff, Planning Commission and City Council an opportunity to discuss the project in the conceptual stage. The applicant can use the Concept Plan meetings to receive direction on project layout as well as discuss the procedure for approval, the specifications and requirements that may be required for layout of streets, drainage, water, sewerage, fire protection, and similar matters prior to the preparation of a more detailed preliminary subdivision plat. Concept plan approval is recommended but not required for subdivisions exempted in Section 16.06. All other developments, including Planned Unit Developments, are required to obtain concept plan approval.

~~A Preliminary Engineering~~ Concept plan review will be conducted by the ~~Public Works Committee~~ Staff and City Engineer to identify any major concerns about the proposed project. The Concept plan may go through several revisions before it gains Council approval. A prospective developer shall be required to obtain copies of Hyrum City Municipal Code Titles 16 and 17 and the City's Design Standards and Construction Specifications for Public Works Construction and ensure that his/her Engineering firm meets all requirements and specifications on his/her subsequent plats.

16.10.020 Concept Plan Approval Process.

Following review of a Concept Plan, the Planning Commission may recommend approval, approval with conditions or denial of the Concept Plan. The City Council, following review of the Concept Plan and the Planning Commission's recommendations may approve, amend and approve, approve with conditions, remand the application back to the Planning Commission for further discussion, or deny approval of the Concept Plan. The Planning Commission and/or City Council may advise the applicant of specific changes or additions, if any, they will require in the layout as a prerequisite to the approval of the Preliminary Plat.

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16.10.030 Consideration and Effect of Concept Plan.

Approval of a Concept Plan indicates the general trend of a development and may be used as a guide for preparing the Preliminary Plat. The Preliminary Plat drawings may refine and/or alter the Concept Plan based on changed circumstances, hearing input, compliance with City, State or other codes, infrastructure requirements, technical data, and interactions with adjacent properties and roads. Substantial deviations from the approved Concept Plan may require a new Concept review by the ~~Public Works Committee~~ Staff, Planning Commission and Council. The Concept plan is an informal discussion document designed to allow the identification of City policies, development issues, application procedures, development standards, requirements of this Code and other items that may be considered in the review and approval processes of the City once a formal development application is received. The Concept plan shall not constitute a development permit.

16.10.040 Plan Format.

A drawing of the proposed subdivision drawn to a scale of not less than one inch equals one hundred feet shall contain the following+ in HCC 16.10.050.

The concept plan shall be numbered in sequence if more than one (1) sheet is used and shall not be less than twenty-four by thirty-six (24 x 36) inches. It shall have a one and one-half inch border on the left and no less than a one-half inch border on the three remaining sides; a workman-like execution of the plan shall be made in every detail. A poorly drawn or illegible plat is sufficient cause for rejection.

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A digital submission of the concept plan is required in a portable digital file format (PDF) at full size. The PDF shall be configured to accept electronic markups and allow printing.

16.10.050 Plan Contents.

- A. The name of the subdivision;
- B. The property boundaries of the proposed subdivision;
- C. The names and addresses of all adjacent property owners;
- D. The name and address of the owner of the property to be divided, and proof of ownership or authority to act for the owner of the property to be divided;
- ~~DE~~. The approximate number of lots proposed and street layout;
- ~~EF~~. The approximate total acreage of development as well as size of individual lots;
- ~~FG~~. A description of the type of water system proposed along with the water rights;
- ~~GH~~. A description of the type of sewer or sanitary waste system proposed;
- I. Submitted with the plan shall be the following items:
 1. A current plat map highlighted to show the location of the property (~~Plats Based upon deeds and plats~~ available from the Cache County Recorder and title research);
 2. A contour map of the current topographic terrain(request for these maps can be made from the U.S. Geological Survey (USGS)or a topographic survey). A more accurate contour map must be provided if so requested by the Planning Commission;
 3. A map showing soil types. Requests for these maps can be made through the Soil Conservation Service (SCS);
 4. A written statement from the subdivider as to his/her intent in the development and provide a brief summary regarding the feasibility, design criteria and overall impact.

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16.10.060 Submittal to the Zoning Administrator.

The sub-divider shall submit ~~ten copies~~ a complete application of ~~the~~ Concept plan to the Zoning Administrator for distribution to the staff. These individuals shall provide written comments on their findings and concerns to the Zoning Administrator. The Zoning Administrator will provide this information to the developer. and shall advise the developer of the date of the Planning Commission meeting for which he/she should seek an agenda appointment. The comments of the City Staff may require redrawing of the Concept plan. Concerns raised by City Staff will be forwarded to the Planning Commission and City Council.

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16.10.070 Submittal to the Planning Commission.

The subdivider shall submit ~~ten copies of a~~ the Concept

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plan revised to include staff requirements and related documents to the Zoning Administrator as well as a written response to any issues raised by the City Engineer or City staff members. When the comments have been addressed and the Concept plan has been revised, the Zoning Administrator shall advise the developer of the date of the Planning Commission meeting for which delegation will be scheduled. If the comments of the City Staff do not require redrawing of the Concept plan at the discretion of the Zoning Administrator, the delegation may be submitted for Planning Commission review. **Concerns raised by City Staff that have not been addressed will be forwarded to the Planning Commission and City Council.**

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These documents shall be submitted at least two weeks prior to the regular scheduled meeting.

16.10.080 Site Visit by Planning Commission.

Members of the Planning Commission, the secretary, and Zoning Administrator ~~shall~~ may visit the site accompanied by the developer or his representative. The developer should display and explain his site analysis map.

16.10.090 Commission requirements and recommendations.

The subdivider will meet with the Planning Commission, present his/her plan, and respond to any questions or concerns of Commission members. The Commission ~~will~~ may hold a public hearing. Following this review, and not later than ~~thirty~~ fourteen days after this review, the Zoning Administrator will communicate with the subdivider the Commissions', comments, requirements, and recommendations. (Ord. 08-19)

16.10.100 Submittal to the City Council.

The subdivider will submit the revised Concept plan to the City Council for its review and action. **Once the Planning Commission requirements have been addressed, the Zoning Administrator shall forward the Concept Plan to the City Council. It shall be submitted as an agenda delegation** at least two weeks prior to the next regularly scheduled meeting of the City Council. Members of the Council ~~shall~~ may visit the site prior to the regularly scheduled meeting. Upon approval by the City Council, the subdivider may then proceed with the preparation of the preliminary plat.

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A. In the event the preliminary plat has not been submitted to the ~~Planning Commission~~ Zoning Administrator for approval within twelve months ~~from the date~~ of the ~~communication from approval date by the Planning Commission~~ City Council referred to in this section, a new Concept plan application must be submitted ~~for consideration by the Planning Commission~~ and receive approval according to this title and/or City Engineer before a preliminary plat can be submitted to the Planning

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Commission.

16.10.110 Administrative, Professional, and Inspection Fees.

All fee schedules shall be established by the City Council by means of a resolution. Such fee schedules and periodic adjustments thereof shall be a part of this title by reference. All review fees are to be paid by the developer and shall be used to compensate the City for the efforts made to verify that the development is in compliance with City Codes and Standards.

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Chapter 16.12

PRELIMINARY PLAT

Sections:

- 16.12.010 Preliminary Plat.
- 16.12.020 Plat Format.
- 16.12.030 Plat Contents.
- 16.12.040 Lack of Preliminary Plat Application Information.
- 16.12.050 Submittal to the Zoning Administrator.
- 16.12.060 Submittal to the Planning Commission.
- 16.12.070 Commission Requirements and Recommendations.
- 16.12.080 Submittal to the City Council.
- 16.12.090 Prompt Action Required.
- 16.12.100 Effect of Preliminary Subdivision Plat Approval.
- 16.12.110 Effective Period of Preliminary Plat Approval.

16.12.010 Preliminary Plat.

The Preliminary Plat is the stage of development where the major decisions of design, density, infrastructure, engineering, and agreements are made. ~~It Where a concept plan is approved, whether required or voluntarily submitted, the preliminary plat~~ must closely follow the approved Concept plan. This ~~phase-stage~~ will be closely reviewed to verify compliance with City ordinances, regulations, and standards by City agencies and may also need several revisions before final approval.

16.12.020 Plat Format.

The following information is required for all preliminary subdivision plats. The applicant may be required to provide other information required by ~~the Public Works Committee~~ ~~Staff~~ ~~or~~ Planning Commission ~~or City Council~~ necessary to evaluate the merits of the proposed subdivision plat.

- A. General Requirements. The preliminary plat shall be prepared by a licensed engineer or land surveyor licensed to practice in the State of Utah. All engineering and/or surveying documents submitted for City review shall be stamped by said engineer or land surveyor in accordance with the procedures of the Utah State Board for Professional Registration. The preliminary plat shall be ~~prepared in pen and the sheets shall be~~ numbered in sequence if more than one (1) sheet is used and ~~shall be of such size as is acceptable for filing in the office of the Cache County Recorder, but~~ shall not be less than twenty-four by thirty-six (24 x 36) inches. It shall have a one and one-half

inch border on the left and a one-half inch border on the three remaining sides; a workman-like execution of the plat shall be made in every detail. A digital submission of the preliminary plat is required in a portable digital file format (PDF). The PDF shall be configured to accept electronic markups and allow printing. A minimum of ~~two (2)~~one (1) twenty-four by thirty-six (24 x 36) inch paper ~~copies~~copy shall be presented to the City and ~~eight (8)~~one (1) 11 inch x 17 inch reproducible copies shall also be included. The City may request additional copies if required. ~~It shall have a one and one half inch border on the left and a one half inch border on the three remaining sides; a workman-like execution of the plat shall be made in every detail. The City may request additional copies if required. A poorly drawn or illegible plat is sufficient cause for rejection.~~

B. The plat shall be drawn to a scale of not less than one inch equals one hundred feet and shall indicate the base of bearing true north.

C. Documents included in the preliminary plat submission not of a final nature shall be prominently marked with "PRELIMINARY NOT FOR CONSTRUCTION, RECORDING PURPOSES, OR IMPLEMENTATION."

16.12.030 Plat Contents.

A. Basic Information. In a title block located in the lower right-hand corner of the plat shall appear the following:

1. Proposed name of the subdivision;
2. Type of development;
3. The location of the subdivision, including the address of the section, township and range;
4. The names and addresses of the owner, subdivider if other than the owner, and surveyor or designer of the subdivision;
5. Tabulation of acres, lots, open space, and units per acre; and
6. Date of preparation.
7. Zoning Designation

B. Existing Conditions. The On its own sheet or set of sheets the plat shall also show:

1. A copy of the surveyor's plat showing existing fence lines, existing deed lines, existing road right of ways and their dimensions, and proposed subdivision boundary lines and the following items:

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a. The location of the nearest bench-mark and monuments;

b. The legal boundary of the proposed subdivision and the acreage included;

c. All contiguous property under the control of the subdivider even though only a portion is being subdivided, including, **Contiguous property under common ownership shall be considered in the evaluation of the proportionality of exactions. Land of contiguous property subdivided within five (5) years of the recording of the current plat will be counted as part of the current request.**

d. The names of all adjoining property owners of record, or the names of adjoining developments ~~and~~ platted subdivisions.

This information shall provide sufficient data, acceptable to the City Engineer, to determine readily the location, bearing, and length of all lines, and to reproduce such lines upon the ground; and the location of all proposed monuments.

~~1-2.~~ A vicinity map of the location of the subdivision showing prominent and adjacent streets.

~~2-3.~~ Location of zoning boundary lines within and adjacent to the proposed subdivision.

~~3-4.~~ Location, height and type of existing fence lines within and contiguous to the subdivision;

~~4-5.~~ Location, width and name (number) of existing streets within one hundred feet of the subdivision and of all prior platted streets or other public ways, bridges, railroad and utility rights-of-way, parks and other public open spaces, permanent buildings and structures, houses or permanent easements, and section and corporate lines within and adjacent to the tract;

~~5-6.~~ A separate sheet showing the location of all wells, proposed, active and abandoned, and of all springs or reservoirs within the tract and to a distance of at least one thousand (1,000) feet beyond the tract boundaries;

~~6-7.~~ Existing sewers, water mains, culverts or other underground facilities within the tract and to a distance of at least one hundred feet beyond the tract boundaries, indicating pipe size, grades, manholes and ~~exact location~~ other significant utility features;

~~7-8.~~ Existing ditches, canals, natural drainage channels, open waterways, and ~~proposed alignments~~ ownership of the facilities within the tract and to a distance of at least one hundred feet beyond the tract boundaries;

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- ~~8-9.~~ Equestrian, pedestrian and bicycle trails;
- ~~9-10.~~ Boundary lines of adjacent tracts of un-subdivided land showing ownership;
- ~~10-11.~~ Contour at vertical intervals of not more than two feet, one foot on predominately level land. High water levels of all watercourses, if any, ~~should~~ shall be indicated on the same datum or contour elevation.
- C. Proposed Plan. The subdivision plat on its own sheet ~~or sheets~~ shall also show:
- ~~12.~~ The layout of the streets showing location, widths and other dimensions of proposed streets (designated by actual or proposed numbers), crosswalks, alleys and easements:
- ~~a-d.~~ All streets shall be numbered;
- ~~b-e.~~ Name streets will not be permitted;
- ~~2-13.~~ Location of all existing and proposed curb, gutter and sidewalk within the subdivision including:
- ~~d.~~ An indication of the grades, and
- ~~e.~~ Flow arrows showing direction of storm water surface flows.
- ~~3-14.~~ Typical street cross-section between curb and gutter and sidewalk and street grades.
- ~~4-15.~~ Location of any necessary temporary turnaround easements with any required paving.
- ~~5-16.~~ If adjacent to a state road specify UDOT access size and location (UDOT approval will be required at final plat with this submission).
- ~~6-17.~~ Location and size of existing and proposed culinary and pressure irrigation water lines (including existing lines adjacent to and/or affected by the proposed subdivision). Vertical tolerance is ±0.1 foot.
- ~~7-18.~~ Location of existing and proposed sewer mains including size, depth, and slope (including existing lines adjacent to and/or affected by the proposed subdivision). Vertical tolerance is ±0.1 foot.
- ~~8-19.~~ Existing and proposed storm drainage improvements including:
- ~~e-d.~~ Major drainage facilities, outfalls, and discharge.
- ~~e.~~ Drainage pipe locations, sizes and depths.
- ~~f.~~ Receiving bodies of water in the case that failure occurs or excessive flows are encountered.
- ~~9-20.~~ Location of detention/retention basins with an indication that the basin(s) will include the following:
- ~~d.~~ Minimum 1-foot freeboard.
- ~~e.~~ 3:1 slopes or flatter.

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- f. Grass covering and underground sprinkler system.
- g. Designation of the purpose and conditions, if any, of the dedication or reservation.
- ~~10-21.~~ The location, size and grade of any required piping for irrigation ditches as per the irrigation company letter. This letter must be provided as part of this submission.
- ~~11-22.~~ The layout, numbers, frontage, square footage, and actual dimensions of lots;
- ~~12-23.~~ Parcels of land intended to be dedicated or temporarily reserved for public use or set aside for use of property owners in a subdivision including, but not limited to, sites to be reserved or dedicated for parks, playgrounds, schools or other public uses;
- ~~13-24.~~ Building setback lines, including showing dimensions where required by the Planning Commission; setbacks may be addressed in the notes.
- ~~14-25.~~ Easements for water, sewer, drainage, utility lines and other purposes as required by the Public Works Committee for public improvements. The City reserves the right to require easements on behalf of any affected entities at their request.
- ~~15-26.~~ Sites, if any, for multifamily dwellings, shopping centers, community facilities, industry or other uses exclusive of the single-family dwelling;
- ~~16-27.~~ Location, function, ownership and manner of maintenance of common open space not otherwise reserved or dedicated for public use;
- ~~17-28.~~ Identification of natural features or sensitive lands including, but not limited to:
- ~~a-d.~~ Wetlands.
 - ~~b-e.~~ Floodplains, floodways, and areas, which would be covered in water in a 100-year storm event.
 - ~~e-f.~~ Areas where ground water rises periodically to within two (2) feet of the surface of the ground.
 - ~~d-g.~~ Slopes exceeding thirty (30) percent.
 - ~~e-h.~~ Vegetation areas (including name and size of all existing trees and shrubs which could be incorporated into the subdivision).
 - ~~f-i.~~ Threatened or endangered species habitat areas.
- ~~18. Environmental impact statement;~~
- ~~19-29.~~ Location and extent of all cuts and fills exceeding three (3) feet anywhere on the project site and any associated retaining walls.
- ~~20-30.~~ The proposed treatment of the perimeter of the development, including materials and techniques used such as:

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- d. Fences.
- e. Berms.
- f. Walls.

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D. Additional Information Required. In addition to the Preliminary Plat, the applicant shall provide the following information:

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~~11. A copy of the surveyor's plat showing existing fence lines, existing deed lines, existing road right of ways and ROW widths, and proposed subdivision boundary lines.~~

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1. Environmental impact statement including:

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a. A statement regarding potential impacts to the surrounding neighborhood, traffic, environment, and any other significant impact.

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2. A development phasing schedule (if applicable) including the sequence for each phase, approximate size in area of each phase, and proposed phasing of construction of public improvements, recreation and common open space areas.

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3. An explanation of any proposed restrictive covenants (CC&Rs), reservations, or private easements.

4. If the subdivision is proposed as a PUD, the applicant must follow the requirements of Title 17, Section 17.60.

5. Drainage system report including calculations and an explanatory narrative stamped and signed by a licensed engineer. (for detention/retention basins, submit calculations to justify sizing based on ~~100~~ 100-year design storm)

6. A statement from the appropriate agency accepting responsibility for all surface and subsurface drainage that is directed into channels owned by the agency (such as irrigation companies, private landowners, etc.)

7. A written statement from the appropriate agency (such as irrigation companies, private land owners, etc.) regarding the effect of the proposed subdivision on any irrigation channels or ditches and any piping or other mitigation required.

8. Letter(s) of intent for any necessary offsite utility easements across privately owned land.

9. A letter from the Army Corp of Engineers regarding any jurisdictional wetland areas within boundaries of the proposed plat.

10. Landscaping plan for all park, open space, and common ownership areas including:

a. Location, name and size of all proposed trees, shrubs, and plants.

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b. Indication of proposed ~~seed mix for~~ grass, mulched, or xeriscaped areas.

c. Indication of proposed irrigation facilities and their source.

11. A listing of the changes made to the plan since the Concept plan was approved.
12. The subdivider's detailed plan for protecting future residents of his/her development from such hazards as open ditches, canals or waterways, non-access streets, open reservoirs or bodies of water, railroad rights-of-way and other such features of a potentially hazardous nature located on, crossing, contiguous or near to the property being subdivided. The subdivider's plan needs not cover those features which the Planning Commission determine would not be a hazard to life and/or where the conforming structure designed to protect the future residents would itself create a hazard to safety of the public. The foregoing doesn't relieve the subdivider of the duty to investigate all possible means of protecting future residents from a potential hazard before a determination is made that the only conceivable means of protection is potentially more hazardous than the hazard itself.
13. Copies of any agreements with adjacent property owners, restrictive covenants, homeowners' association agreements, storm water management plans, etc., relevant to the proposed subdivision shall be submitted with the plat to the Planning Commission, as well as any needed approvals from Utah Department of Transportation, (for development bordering State Highways), U.S. Army Corp of Engineers (wetlands issues), irrigation companies or other agencies;
14. Request for approval of animal rights for specific lots as per requirements of Title 17, Section 17.85. (Ord. 08-02). If a request is not made to abandon animal rights it shall be construed as a desired continuation. This shall be an affirmed abandonment of rights and shall be included in the owner's dedication. These rights are subject to any regulations defined in the zoning ordinance.
15. An estimate of the required infrastructure improvements as determined by the development code. This estimate will be used to provide construction drawing review fees according to this code.

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16.12.040 Lack of Preliminary Plat Application Information.

The lack of information under any item specified in Section 16.12.030, or improper information supplied by the applicant may be cause to find the application incomplete or for disapproval if performed by willful act, denial of a the preliminary plat application.

16.12.050 Submittal to the Zoning Administrator.

The subdivider shall submit ~~ten~~ copies of the Preliminary Plat and related documents per 16.12.020 and 16.12.030 ~~including restrictive covenants, homeowners association agreements, storm water management plans, etc.,~~ to the Zoning Administrator. When the application is complete the Zoning Administrator will for distribution to the City Engineer and City distribute the plat to staff members. These individuals Staff shall provide written comments on their findings and concerns to the Zoning Administrator within two weeks. The Zoning Administrator will provide this information to the developer. This phase also These comments may result in revisions to the plat. A poorly drawn or illegible plat is sufficient cause for rejection.

16.12.060 Submittal to the Planning Commission.

The subdivider shall submit ~~ten copies of a the~~ Preliminary Plat with any required changes and related documents to the Zoning Administrator as well as a detailed written response to any issues raised by the City Engineer or City staff members. When the comments have been addressed and the Preliminary Plat has been revised, the Zoning Administrator shall advise the developer of the date of the Planning Commission meeting for which the subdivision will be scheduled. If the comments of the City Staff do not require redrawing of the Preliminary Plat at the discretion of the Zoning Administrator, the subdivision may be submitted for Planning Commission review at least two weeks before their regularly scheduled meeting.

16.12.070 Commission requirements and recommendations.

The subdivider will meet with the Planning Commission, present his/her their plan, and respond to any questions or concerns by Commission members. The Depending on the type of subdivision, the Planning Commission shall either recommend to approval approve, rejection, or conditionally approval approve, or deny the subdivision to the City Council; approve, conditionally approve, or deny the application; or table it for action at the next regular meeting. Denial shall be made when the developer has not met the requirements of the Code, the standards of development adopted by the City Council, for failure to mitigate an issue necessary to protect public health or safety, or if the approved plat would be contrary to state or federal law.

16.12.080 Submittal to the City Council.

When the Planning Commission has completed its study review, the developer will address the conditions of approval and return the Preliminary Plat with a detailed list of changes made to the documents to the Zoning Administrator. The Preliminary Plat shall then be submitted to the City Council with its recommendation for approval, approval with conditions, or disapproval denial. This submittal shall be at least two weeks prior to the regularly scheduled meetings of the City Council. If the Preliminary Plat is approved, or approved with conditions, by the City Council, the Zoning Administrator shall return one copy of the plat signed by the Planning Commission chairman and the Mayor to the subdivider with any conditions attached. Other signed copies shall be forwarded to each of the interested City departments. The Planning Commission shall retain one signed copy of the plat for its files. If the Preliminary Plat is disapproved denied by the City Council, the City Recorder Zoning Administrator shall indicate such disapproval denial by written notice stating the reasons for disapproval denial.

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16.12.090 Prompt Action Required.

Action shall be taken by the Planning Commission to notify the applicant and the City Council of its decision of no further action is needed by the City Council. Within 15 business days the Planning Commission shall cause a letter to be sent indicating the status of the Preliminary Plat. and the City Council within sixty days after the date of the meeting at which the plat is first considered by the Planning Commission. If no action is taken within this period of time without good cause, which shall be stated in the minutes of the Planning Commission and/or City Council meeting, such non-action shall be deemed a recommendation for approval by the Planning Commission and an approval by the City Council.

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16.12.100 Effective Period of Preliminary Plat Approval.

The approval of a preliminary plat shall be effective for a period of six (6) months from the date the preliminary plat is approved by the City Council, at before the end of which this time the subdivider must have submitted a final subdivision plat for approval for the entire preliminary plat, or phase thereof according to the approved phasing map. If a final subdivision plat is not submitted for approval within the six (6) month period following approval, or as extended by the City Council, the preliminary approval shall be void, and the subdivider shall be required to submit a new preliminary plat for review and approval subject to the then existing provisions of this Code. When a subdivision is developed in phases, the final plat for the next phase must be submitted for approval within two years of the previous phase approval or the preliminary plat approval shall be void.

Commented [MH1]: It may be beneficial to include the remainder portion not in the existing or previous phases as a remainder parcel on the final plats. This would incorporate it into the divided land and subject it to the 5 year window keeping it included in the same subdivision.

Commented [MH2R1]: If the time for a phase expires we can require a new application and preliminary plat. The concern I have is a developer that drops a portion from the final after the preliminary has been brought in to count this as a separate development. This counted against us when Auburn 7 was done and the Ombudsman would not count it as a single development and this affected the proportionality of our exactions

16.12.110 Administrative, Professional, and Inspection Fees.

All fee schedules shall be established by the City Council by means of a resolution. Such fee schedules and periodic adjustments thereof shall be a part of this title by reference.

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Chapter 16.16

FINAL PLAT

Sections:

- 16.16.010 Final Plat.
- 16.16.020 Plat Format.
- 16.16.030 Plat Contents.
- 16.16.040 Submittal to the City Administrator.
- 16.16.050 Multiple Sheets and Plat Accuracy.
- 16.16.060 Revisions.
- 16.16.070 Final Approval.
- 16.16.080 Nature and Effect of Final Subdivision Plat.
- 16.16.090 Effective Period of Final Subdivision Plat Approval.
- 16.16.100 Recording the Approved Final Subdivision Plat.
- 16.16.110 Administrative, Professional, and Inspection Fees.
- 16.16.120 Proceeding With Subdivision Construction.
- 16.16.130 As-Built Drawings.
- 16.16.140 Guarantees and Bonds.
- 16.16.150 Condominium Plats.
- 16.16.160 Amendment to Recorded Plats.
- 16.16.170 Amendment by Petition.
- 16.16.180 Notice of Hearing for Plat Change.
- 16.16.190 Grounds for Plat Amendments and Recordation.
- 16.16.200 Lot Line Adjustments.

16.16.010 Final Plat.

The final plat is a clean reproducible drawing with no redlined corrections. Submitted with it will be clean copies of all required collateral documents, including engineering drawings. A poorly drawn or illegible plat is sufficient cause for rejection. ~~The documents will be verified as meeting the requirements of the Council by members of the City Staff. The Zoning Administrator will have the authority to return the Plat to the developer for resubmission to the Council if in his/her judgment a significant change has been made to the Plat or collateral documents since Council approval of the Preliminary Plat.~~

Commented [MH3]: This portion is redundant with the portion in 16.16.040

16.16.020 Plat Format.

The plat format shall be the same as that for the Preliminary Plat (See Section 16.12.020). The applicant may be required to provide other information required by the Public Works Committee Administrative Land Use Authority, ~~Planning Commission or City Council~~ to evaluate the merits of the proposed subdivision.

Commented [MH4]: A committee will require open and public meetings that will need to be noticed and held at a regular time.

16.16.030 Plat Contents.

The following information is required for all final subdivision plats:

- A.** ~~A.~~ General Requirements. The Final Plat shall be prepared by a land surveyor licensed to practice in the State of Utah and after final approval shall be presented in india ink on reproducible mylar. All engineering and/or survey documents submitted for City review shall be stamped by said engineer or land surveyor in accordance with the procedures of the Utah State Board for Professional Registration. The Final Plat shall substantially comply with the approved Preliminary Plat, ~~including any changes or additions as required by the City Council.~~

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The printed copy of the final plat shall not be submitted for recording until a pdf version has been reviewed by the City and County Recorder's Office to ensure the format conforms with the current recording requirements.

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- B.** Features to be shown on the final plat. The final plat shall contain at a minimum the following information:
1. The name of the subdivision, which name must be approved by the Planning Commission;
 2. A legal description of the subdivision boundaries that includes the quarter-quarter section, section, township, range, principal median and the County of its location;
 3. Written and graphic scale, not smaller than 1" to 100' or as recommended by the City Engineer;
 4. The basis of bearings used and a north point;
 5. A vicinity map locating the subdivision within the section identifying adjoining or nearby plats or certificates of survey and showing prominent landmarks;
 6. A notation of any adjoining plats or certificates of survey and titles thereto.
 7. The exterior boundaries of the platted area giving lengths and bearings of the boundary lines. If the subdivision is bounded by a water body or watercourse, a closing meander traverse of that boundary shall be made and shown on the plat. Where curving boundaries are used sufficient data to establish the boundary on angle, and arc length. It is necessary that all dimensions and calculations made by the Engineer shall show proper closures in all boundaries of the subdivision, and no final plat will be approved that shows a plus or minus distance for closure. All subdivisions must have proper closure;

8. Accurate angular and lineal dimensions for all lines, angles and curves used to describe boundaries, streets, alleys, rights-of-way or easements including those contiguous to the platted area, their nature, width, and the book and page number of their recording in the County's records, and areas to be reserved for public use and other important features;
9. Location of proposed easements including any required easements for water, sewer, drainage or irrigation, temporary turnaround easements and a ten (10) foot public utility easement shown along front lot lines and any rear lot lines adjacent to a public right of way or as otherwise required by the City in order to accommodate necessary public utilities;
10. An identification system for all lots, blocks and numbers of streets. Lot lines shall show dimensions in feet and hundredths;
11. The street address for each lot. Each street address shall be assigned by the developer to be consistent with the current numbering scheme;
12. ~~Location of zoning boundary lines within and adjacent to the proposed subdivision;~~
13. Location of all existing homes or buildings within the proposed subdivision that are to remain;
14. True angles and distances to the nearest established street lines or official monuments which shall be accurately described in the plat and shown by appropriate symbol. If there is not a true centerline of the road, distances must be shown to the centerline of survey;
15. Radii, internal angles, points and curvatures, tangent bearings and length of all arcs. In the case of non-tangent curves, a radial bearing from the center to the point on curve shall be shown;
16. The accurate location of all monuments to be installed shown by the appropriate symbol. All United States, State, County or other official bench—marks, monuments or triangulation stations in or adjacent to the property shall be preserved in precise position. Monuments shall be set at street intersections, and points of curvature, but not where a tract boundary intersects a street centerline;
17. The dedication to the City of all easements, rights, streets and highways included in the proposed subdivision shall be

- included in the owner's statement/declaration;
18. Street monuments shall be installed by the subdivider's engineer or land surveyor at such points designated on the final plat as are approved by the City Engineer. Standard precast monuments will be furnished by the subdivider and placed as approved;
 19. T-posts with rebar and surveyor cap markers shall be shown on the plat and placed at each lot corner in the field;
 20. Accurate outlines and dimensions to any areas to be dedicated or reserved for public use, with the purposes indicated thereon, and of any area to be reserved by deed or covenant for common use of all property owners;
 21. All boundaries, lot and other geometries (bearings, distances, curved data, etc.) on the Final Plat shall pose to an accuracy of not less than one part in five thousand;
 22. Location, type, and height of any new fencing, berming or other buffering to be installed as part of the development (indicate new fencing on the Final Plat and new and existing fencing on the construction drawings);
 23. A notation of the distance from the asphalt centerline of each existing road to the new property line of the subdivision to existing street monuments. Widths of all new and existing road rights of way shall be shown in their relation to the subdivision and shall include dimensions of any new dedications;
 24. A detail diagram showing typical setbacks for corner and interior lots.
 25. 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;
 26. A notation of any limited access restrictions on the lots that are affected.
 27. If surface drainage is to be directed onto a privately owned area for detention or retention as part of the storm drainage system, show an easement around the detention/retention area with metes & bounds on the final plat.
 28. If the proposed subdivision is adjacent to or in close proximity to an existing agricultural area or activity, the The following note must be added to the Final Plat: "This area is subject to the normal everyday sounds, odors, sights, equipment, facilities, and all other

Commented [MH5]: Might be phrased differently.

aspects associated with an agricultural lifestyle. Future residents should also recognize the risks inherent with livestock.”

29. Animal rights approved for specific lots, as per requirements of Title 17, Section 17.85, indicated on final plat and noted subject to future changes of City Code. Lots with animal rights shall also be identified in the Covenants, Conditions, and Restrictions.
 30. A notation on the final plat that states the developer ~~will plant~~ is responsible to provide trees according to the development standards. A note on the final plat shall read: Two~~two~~ (2) trees, having a minimum diameter of one and one half (1 ½) inches, for each approved subdivision lot shall be planted in the parkstrip. Four (4) trees will be planted on corner lots. If developer is not building the homes, they shall provide a deposit with the City to be refunded to the builder upon completion of this requirement.
 31. Reference to any recorded documents affecting the rights of the subdivision including easements, covenants, etc. If documents such as covenants are to record concurrently with the plat, a statement on the plat shall include space to write in the recording information such as instrument number, recording date, and book and page as appropriate.
- C. Approval blocks for:
1. A registered surveyor's certificate of survey as applicable under state law;
 2. The owner's certificate of dedication. The owners dedication shall be signed by every person having a security interest in the subdivision property, dated, and notarized and should include a reference to any covenants that may be declared and blanks where the County Recorder may enter the book and page number of their recording;
 3. A notary public's acknowledgment for each signature of the owners in the dedication certificate;
 4. The City Engineer's certificate of approval;
 5. ~~The City Attorney's certificate of approval;~~
 6. The Mayor's certificate of approval;
 7. A block for Hyrum City Culinary Water, Hyrum City Power, and Hyrum City Sanitary Sewer authorities to indicate their approval by signature;
 8. A block for all other utility companies

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servicing the development to indicate their approval by signature;

- 9. ~~The County Surveyor's certificate of approval,~~
- 10. ~~The County Recorder's stamp of approval according to the requirements prior to final plat approval. A block for the County Recorder to insert any applicable recording information including any necessary stamps or seals.~~

- 11. It shall be the responsibility of the developer to obtain signatures for blocks 1, 2, and 3.

D. Construction Drawings. Final construction/plan & profile drawings of all required public improvements consistent with Hyrum City Design Standards and Construction Specifications for Public Works Construction shall be provided with the final plat application. Construction drawings must be stamped by an engineer ~~or land surveyor~~ in accordance with the procedures of the Utah State Board for Professional Registration. ~~All revision dates must be shown on the construction drawings. Revision clouds shall be used where possible to show the extent of the changes to the drawings.~~ If any revision is included on the Final Plat, which was not present on the Preliminary Plat or a requirement of ~~its~~ approval ~~by the City Council~~ by the Planning Commission, it is the applicant's responsibility to inform the ~~Public Works Committee and City Council~~ City of the changes. Failure to inform the ~~Public Works Committee or City Council~~ of revisions not present on the Preliminary Plat or a requirement of ~~its~~ approval may result in revocation of any or all approvals ~~and may be remanded back to the Planning Commission for Preliminary Plat review and approval.~~

Commented [MH6]: We should not need to track all of the revisions during the review stage. The document is final at approval and sealing by the engineer. However a block should be shown on the plans for any revisions made after approval/acceptance.

Construction drawings shall ~~be submitted with the final plat and shall~~ include:

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- 1. An overall public improvement plan or index sheet that includes a summary of all improvement and utility information (this sheet is used by City Staff to prepare the bond for public improvements). ~~The index sheet shall also contain notes pertinent to the construction of the project and a list of all city department, emergency, and developer contacts. Sheets shall include a numbering system and sheets for individual sections shall be sequential.~~
- 2. Location of water and sewer service laterals for each lot including the location of the

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laterals in relation to each other. ~~(**~~Water laterals must be located at the center of the lot to avoid conflict with driveways. Irrigation services shall not be located closer than 5 feet from the water lateral. Irrigation and sewer laterals shall be located in an area outside of possible driveways. Sewer laterals shall be at least 10 feet ~~downstream~~ from the water laterals on the downstream side of the lot.);

3. Location, depth, pipe type (pipe type may be noted in a legend), and slope of all drainage, and sewer lines including the location and proper spacing of all boxes, manholes and other improvements and details of any detention basins and related piping and orifices;
4. If the placement of irrigation system improvements is required, provide a separate sheet within the construction drawings showing the irrigation improvements including all piping, head gates, boxes, grates, etc. (in conformance with letter issued by the irrigation company). This sheet must be stamped and signed by the irrigation company;
5. Location, pipe type, and size of existing and proposed culinary and pressurized irrigation lines and associated fire hydrants, valves, and blow-offs (note where bends are required on water lines). All valves will be clustered. Concrete collars will be round for culinary lines and square for irrigation lines;
6. Cross sections of all roads including the location of underground utilities, pavement design, base and sub-base amounts (indicate the CBR value used to determine the amount of sub-base required on the cross section);
7. Location of power line extensions, streetlights, domes, ~~and~~ transformers, and other appurtenances. Layout shall be coordinated prior to submission of the final plat and construction drawings;
8. Landscaping plan for all park, open space, and common ownership areas including:
 - (a) Planting areas with a list of the name, number and size of plants designated for each area;
 - (b) Location, name and size of all existing and proposed trees and shrubs, with notes for removal or protection;
 - (c) Location and sizes of proposed irrigation

facilities adequate to maintain the planting areas;

(d) Indication of proposed seed mix for grass areas and rate of application;

9. Street signs and traffic control signs;
 10. A note stating that one mylar and ~~one paper~~pdf set of as-built record drawings shall be submitted to the City upon completion of the public improvements;
 11. All other specifications, details, and references required by the Design Standards and Construction Specifications for Public Works Construction.
 12. A revision block with dates and a brief description of the changes. This block is to be used for any changes made and approved after the initial acceptance of the final plans have been made.
- E. Additional Information Required. In addition to the final plat and construction drawings, the applicant shall provide the following information:
1. Executed or signed easements for any necessary offsite easements across privately owned land;
 2. Any necessary deeds or boundary line agreements necessary for recording of the Final Plat;
 3. Any required UDOT approvals for access;
 4. ~~City~~An updated engineer's estimate of costs for construction of all required public improvements shall be provided before final approval;
 5. Three (3) copies of the California Bearing Ratio (C.B.R.) test results, if required by the City Engineer;
 6. Evidence that all property taxes are current and that roll back taxes have been paid, and that no other debts or obligations are outstanding, and no liens or encumbrances are placed on the property;
 7. A preliminary title report covering all the property located within the subdivision. The report shall be prepared or updated within thirty (30) days of the date of recording of the Final Plat;
 8. A final copy of any restrictive covenants (CC&Rs), reservations, or private easements;
 9. Letter from the Cache County Health Department regarding any proposed septic tanks or leach fields;
 10. Prior to recording the final plat, the new property line adjacent to existing roads must be staked. (Ord. 09-03)

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16.16.040 Submittal to the Zoning Administrator.

~~Four (4)~~ One (1) twenty-four by thirty-six (24 x 36) inch and ~~eight (8)~~ two (2) 11 inch x 17 inch paper copies of the final plat and construction drawings shall be submitted to the Zoning Administrator who shall distribute them to staff members for review and verification of accuracy and meeting the approval requirements of the City Council. The City may request additional copies if required. An electronic pdf copy ~~(e-mail / PDF)~~ acceptable to the City Engineer shall also be provided. This pdf shall be sized for plotting at 24 x 36 inches without reduction or enlargement.

The Zoning Administrator will review the submittal for completion and may return the plat to the developer for re-submission as a Preliminary Plat ~~to the City Council~~ if, in his/her opinion, a significant change has occurred. ~~The Council in turn, may require re-submittal to the Planning Commission.~~ (Ord. 08-19)

16.16.050 Multiple Sheets and Plat Accuracy.

Multiple sheet plats may be used. All sheets shall be numbered and referenced to an index map, and all required certificates shall appear on a ~~single the first~~ sheet (along with the index and vicinity maps). The vicinity map may be drawn without scale, but must accurately depict the location in regards to major streets. The vicinity map shall be in black ink only and shall be clear upon reproduction.

Bearings shall be shown to the nearest second; lengths to the nearest hundredth foot; areas to the nearest hundredth acre. Sheet numbering format shall be "Sheet # of X."

16.16.060 Revisions.

All revision dates must be shown as well as notation of any self-imposed restrictions. If any revision is included on the Final Plat that was not present on the Preliminary Plat or a requirement of ~~its approval by the City Council~~, it is the applicant's responsibility to inform the ~~Public Works Committee, Planning Commission and City Council~~ of the changes. Failure to inform the ~~Planning Commission or City Council~~ of revisions not present on the Preliminary Plat or a requirement of approval may result in revocation of any or all approvals. The City shall have 20 business days to review the submitted revision and respond in writing to the applicant. Written comments shall be clear, descriptive and reference any applicable code or standard as necessary.

In addition to revised plans, an applicant shall provide written explanation to the City's review comments, identifying and explaining the revisions or reasons for declining to make revisions, if any. The explanations shall be comprehensive and specific, including citations to applicable standards and ordinances. If an applicant fails to address a review comment in the response, the review cycle shall be incomplete and

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shall complete the response prior to any further review by the City.

If, on the fourth or final review, the City fails to respond within 20 business days, the City shall, upon request of the property owner, and within 10 business days after the day on which the request is received:

For a dispute arising from the subdivision improvement plans, assemble an appeal panel in accordance with Utah Code Annotated, Subsection 10-9a-508(5)(d) et seq. to review and approve or deny the final revised set of plans.

For a dispute arising from the subdivision ordinance review, advise the applicant, in writing, of the deficiency in the application and of the right to appeal the determination to a designated appeal authority.

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16.16.070 Final Approval.

In reviewing an application for final subdivision plat approval the developer and City are subject to state requirements for review and the requirements of this code. the Public Works Committee may, at their discretion, require review of the final plat by the Planning Commission prior to a final decision by the City Council. Upon verification that the Final Plat meets City Council approval requirements, City shall verify that all fees have been paid, and that the engineering drawings have been approved, the City Administrator will place the Final Plat on the City Council Agenda for approval. The Zoning Administrator will summarize verification of all changes that have been made from when the Preliminary Plat was approved by the City Council. The developer will respond to any additional concerns. After the Final Plat has been approved by the City Council, the City Recorder will acquire the signatures required on the Final Plat.

After all signatures have been obtained and the surety of performance as required by city and state code is in place, the City Recorder will record the approved Final Plat with the Cache County Recorder. (Ord. 10-01)

Commented [MH7]: Do we include a statement that recording of the plat is not automatic and is subject to improvements and or bonds being in place per city and state code?

16.16.080 Nature and Effect of Final Subdivision Plat.

It is the intent of this Code that approval of a Final Subdivision Plat be a ministerial action by the City assuring compliance with the requirements of this Code and any conditions imposed by the City Council for preliminary plat approval. After a final subdivision plat has been approved by the City Council and recorded in the Office of the Cache County Recorder, and all improvements completed, the applicant may apply for building permits consistent with the approved final subdivision plat.

16.16.090 Effective Period of Final Subdivision Plat Approval.

The approval of a final subdivision plat shall be effective for a period of one (1) year from the date the final

plat is approved and signed by the City Council, at the end of which time such final subdivision plat shall have been recorded in the office of the Cache County Recorder. If the approved final subdivision plat is not recorded within the one (1) year period of date of approval, or as extended by the City Council, the final subdivision plat approval shall be void, and the applicant shall be required to submit a new preliminary plat for review and approval subject to the then existing provisions of this Code. One extension of one year may be approved administratively by the Planning Commission. Any further extensions may be made by City Council as a legislative action for reasons such as a depressed economy.

Commented [MH8]: It would be good to set a maximum number of extensions. These extensions allow them to continue under the previous vested rights which may have changed. Also we should state that all land included in the application is understood as being subject to the subdivision ordinance in the same way a mini-sub is for 5 years. This would help to add conformity to development and exactions.

It is the applicant's responsibility to request extension of approval and must be heard by the Council prior to the deadline.

Planning Commission recommended to allow one (1) extension for one (1) year.

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16.16.100 Recording the Approved Final Subdivision Plat.

One (1) Mylar drawing of the Final Subdivision Plat, following the receipt of all necessary approvals shall be submitted to the Zoning Administrator for review, checking and recording in the office of the Cache County Recorder. Any deficiency, gap, or overlap identified during the County and/or City review process must be corrected prior to plat recording. All approvals shall become void unless the plat is offered to the City for recording within one (1) year from the date of approval. The filing of any unapproved plat is prohibited and any recording officer who records such a plat is guilty of a misdemeanor. Any sale or contract to sell any land in violation of the legal controls of this Code is voidable at the option of the purchaser.

All conditions of approval shall be met including any required surety, fees, water shares, or other items necessary for this development before the plat will be recorded. Any condition not expressly waived in writing by the City shall remain in effect even if not completed before recording.

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16.16.110 Administrative, Professional, and Inspection Fees.

All fee schedules shall be established by the City Council by means of a resolution. Such fee schedules and periodic adjustments thereof shall be a part of this title by reference.

Any expenditures for the review of the subdivision, including professional services of external consultants, beyond the base fees shall be the responsibility of the developer. The City shall invoice the developer for these incurred costs. The lack of funds for review processes may halt the review process.

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16.16.120 Proceeding With Subdivision Construction.

Following the recording of the final subdivision plat in the office of the Cache County Recorder, approval of the plat and construction drawing the developer/landowner may proceed with construction of the approved subdivision in accordance with the applicable provisions of the Hyrum City Design Standards and Construction Specifications for Public Works Construction, and in accordance with the approved construction

drawings. The developer and their contractor shall meet with the public works representatives and pay any fees required for inspection or impacts of the development not assessed in the building permit.

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16.16.130 As-Built Record Drawings.

During construction the contractor shall keep a detailed copy of any revisions to the installation of the infrastructure to be provided to the developer. Revisions to the plans shall be approved by the City prior to installation.

Commented [MH9]: This could also be done via a as-built survey of the facilities.

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At the completion of subdivision construction (and prior to final escrow release) the developer/owner shall at their expense provide and deliver to the Zoning Administrator one full size copy on mylar, one electronic file Auto CAD format, and one pdf paper set of "as-built" record drawings. These drawings shall show the original design with all approved changes made during construction and provide physical ties for all water lines, valves, sewer lines, manholes, etc. All remaining bonds held by the City will not be released until the "as-built" record drawings are received and approved by the Zoning Administrator.

Record drawings shall be sealed, if not exempted by State code, at the direction of the City Engineer. If the engineer did not personally design or observe the changes in the field they shall include a disclaimer noting the changes not under their design or supervision.

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A record survey may be substituted for the record drawings. A pdf and a CAD format of this drawing will also be required for City records.

16.16.140 Guarantees and Bonds.

Based on a cost estimate submitted by the developer/owner's engineer or contractor, the City Engineer shall prepare the bond estimate, revising the costs as required to match prevailing conditions for the construction and installation of all required public improvements as well as all private improvements required as specified in State code pursuant to the subdivision approval process, and including a twenty percent (20%10%) contingency fee. A performance bond shall be posted by the developer/owner guaranteeing the construction of all required public and said private improvements. Said bond (the bond) shall be in the form of one of the following: Cash Escrow Bond; Irrevocable Letter of Credit; Irrevocable Line of Credit. The letter of credit must cover the entire construction period and shall be automatically renewed until a release letter is obtained from the City. The form must be approved by the City Attorney and must be issued by a financial institution having an operating branch in the State of Utah that is acceptable to the City. The properly issued and executed bond, together with all required inspection fees shall be submitted to the City Administrator before the final subdivision plat is recorded

with the Cache County Recorder. The bond shall be held for the minimum of an eighteen (18) month construction period and twelve (12) month warranty period for a total of thirty (30) months. The warranty period may be increased up to twenty four (24) months if there has been evidence of prior poor performance by the developer or if other environmental conditions exist.

- A. The amounts stated in the bond estimate shall be considered separate with respect to releases by Hyrum City, but each amount shall be applicable to every other part in the event of the developer/owner's failure to perform one or more of the improvements to the satisfaction of the City. Notwithstanding the itemization of type and cost of improvements, any sum available pursuant to the bond may be used by the City, and not released to the developer for any other improvement covered by the bond as well as the specified improvement.
- B. The City Engineer, or designee, shall have authority to release to the developer/owner any funds held by the City. The City Engineer shall not release, prior to final acceptance, any amount(s) for each specified improvement in excess of eighty ninety percent (89%) thereof. Before the City Engineer shall release more than fifty nine percent (59%) of such amount, related to any one or each separate improvement the City Engineer shall require that the developer/owner certify in writing that no material man's or mechanic's liens have been filed with respect to the required improvement(s). (Ord. 08-15)

16.16.150 Condominium Plats.

Reference is made to Section 57-8 Utah Code for definition, and specific requirements.

- A. Building permits for condominium units can be issued following approval of the final plat by the City Council as provided by this Code. The building permit will be issued based upon a certified architectural plan of the building elevation and floor plans as approved by the Chief Building Official.
- B. All condominium plats shall be filed in the office of the Cache County Recorder following completion of construction and before acceptance of improvements.

16.16.160 Amendment to Recorded Plats.

The City Council may, with or without an application, consider, after a Public Works Committee estaff and Planning Commission review and recommendation, any proposed vacation, alteration, or amendment of a subdivision plat, any portion of

a subdivision plat, or any road or lot, contained in a subdivision plat at a public hearing. As per state law, some amendments to recorded plat may be approved by the Zoning Administrator or City Recorder when no new lots are created.

16.16.170 Amendment by Petition.

- A. Any fee owner, as shown on the last county assessment rolls, of land within the subdivision that has been laid out and platted may, in writing, petition the City Council to have the plat, any portion of it, or any road or lot contained in it, vacated, altered, or amended.
- B. If a petition is filed, the City Council shall hold a public hearing within forty-five (45) days after it is filed.
- C. A petition to vacate, alter, or amend an entire plat, a portion of a plat, or a road or lot contained in a plat shall include:
 - 1. The name and address of all owners of record of the land contained in the entire plat;
 - 2. The name and address of all owners of record of land adjacent to the plat that is proposed to be vacated, altered, or amended;
 - 3. The signature of each of the owners who consent to the petition; and
 - 4. The signature of an authorized agent of all public utilities who maintain easements on any lots affected by the plat amendment.
- D. Petitions that lack the consent of all owners within the plat referred to in Section 16.16.170(C) (3) may not be scheduled for consideration at a public hearing before the City Council until the notice required by State law is given. The petitioner shall pay the cost of all required notice(s).

16.16.180 Notice of Hearing for Plat Change.

The City Council shall give notice of the date, place and time of a hearing to consider a vacation, alteration, or amendment without a petition, or to consider any petition that does not include the consent of all land owners by mailing the notice of hearing to all owners referred to in herein, addressed to their mailing addresses appearing on the rolls of the county assessor.

- A. The City Council shall give notice of the date, place, and time of the public hearing by:
 - 1. Mailing notice; and
 - 2. Publishing the notice once a week for four (4) consecutive weeks before the public hearing in a newspaper of general circulation in Hyrum City; or

3. Post the notice for four (4) consecutive weeks before the public hearing in three (3) public places in the City.

16.16.190 Grounds for Plat Amendments and Recordation.

Within thirty (30) days after the public hearing required by Section 16.16.170(D), Section 16.16.180 and Section 16.16.190, the City Council shall consider the petition. If the City Council is satisfied that neither the public nor any person will be materially injured by the proposed vacation, alteration, or amendment, and that there is good cause for the vacation, alteration, or amendment, the City Council may, by ordinance, vacate, alter, or amend the plat, any portion of the plat, or any road or lot. The City Council shall ensure that the vacation, alteration, or amendment is recorded in the Office of the Cache County Recorder.

16.16.200 Lot Line Adjustments.

- A. The owners of record of adjacent parcels that are described by either a metes and bounds description or a recorded plat may exchange title to portions of those parcels and/or make lot line adjustments if the exchange of title or adjustment is approved by the Zoning Administrator or City Recorder in accordance with Subsection (B). The Zoning Administrator/City Recorder may require the approval of a lot line adjustment be forwarded to the Planning Commission if the Zoning Administrator or City Recorder determines the adjustment may have an impact on the health, safety, or general welfare of the surrounding properties, property values, or residents.
- B. All applications for lot line adjustments shall include the following:
 1. A scaled drawing showing the proposed lot line adjustment prepared by a licensed land surveyor. The drawing shall include the location of adjacent streets, the location of each lot affected by the adjustment, lot dimensions and lot sizes of the subject properties before and after the proposed lot line adjustment, building setbacks after proposed adjustment, easements, and any other information deemed necessary by the Zoning Administrator / City Recorder to determine whether the proposed adjustment will result in a violation of applicable zoning requirements. The format shall be in a manner as deemed suitable by the Zoning Administrator/City Engineer.
 2. A legal description of the proposed lot line adjustment.

3. If the lot line adjustment affects any public utility easements, the applicant shall provide a Disclaimer of Easement Verification Form (provided by the City) signed by each of the affected public utilities necessary to vacate the public utility easement.
- C. The Zoning Administrator / City Recorder shall approve an exchange of title under Subsection (A) if:
1. No new dwelling lot or housing unit will result from the exchange of title; and
 2. The exchange of title will not result in a violation of applicable zoning requirements.
 3. Any affected public utility easements have been vacated or modified as necessary.
- D. If an exchange of title is approved under Subsection (B), a notice of approval shall be recorded by the Zoning Administrator / City Recorder or authorized designee, in the office of the county recorder which:
1. Is executed ~~by each owner included in the exchange and~~ by the Zoning Administrator / City Recorder, or Planning Commission Chair, whichever is applicable;
 2. Recites the descriptions of both the original parcels and the parcels created by the exchange of title.
- E. A notice of approval recorded under this Subsection does not act as a conveyance of title to real property and is not required for the recording of a document purporting to convey title to real property.
- F. Following approval of the lot line adjustment, the applicant is responsible to file the necessary title conveyance documents with the Cache County Records Office.

Chapter 16.20

IMPROVEMENTS AND DESIGN STANDARDS

Sections:

- 16.20.010 Public improvements-Construction drawings.
- 16.20.015 Development in phases.
- 16.20.020 Public improvements-Construction-Inspection.
- 16.20.030 Public improvements-Security of performance.
- 16.20.040 Fees.
- 16.20.050 Parks, schools, recreational facilities and other public spaces.
- 16.20.060 Public improvements-Adjacent streets.
- 16.20.070 Water stock purchase.
- 16.20.080 Extension of public works facilities.
- 16.20.090 Installation of utilities.
- 16.20.100 Mandatory use of City water and sewer system.
- 16.20.120 Written agreements.
- 16.20.130 Guidelines and checklists.
- 16.20.140 Variances.
- 16.20.150 Design standards.
- 16.20.160 Local minimum standards and specifications.
- 16.20.170 Street improvements.
- 16.20.180 Water system.
- 16.20.190 Sewer system.
- 16.20.200 Storm drainage.
- 16.20.210 Irrigation ditches and canals.
- 16.20.220 Street lighting.
- 16.20.230 Electrical, telephone and natural gas service.

16.20.010 Public improvements-Construction drawings.

The developer's engineer shall prepare all construction drawings relative to public improvements in and out of the subdivision. All such drawings shall be reviewed and approved by the Staff, and ~~Public Works Committee~~ the Administrative Land Use Authority. The sub-divider will coordinate his activities with the Zoning Administrator and City Engineer in this effort. It is the developer's responsibility to design and construct any transition to existing infrastructure adjacent to their development necessary to provide continuous service and connections. This includes surface and subsurface improvements. (Ord. 08-13)

16.20.015 Development in Phases.

A developer desiring to develop in phases shall gain concept plan and/or preliminary plat approvals of the entire subdivision showing clearly the individual phases. The preliminary plat must contain sufficient detail for the engineering review to ascertain that the public improvements for each phase will perform as required for each phase as well

as the full subdivision. Final plat approval may be gained for each phase independently but must be done within two years of the approval of the previous phase or the former approval shall be revoked.

16.20.020 Public improvements-Construction-Inspection.

- A. All construction of public improvements shall proceed after:
 - 1. The final plat and construction drawings have been approved.
 - 2. The security of performance has been approved and perfected; or has been waived in accordance with the provisions of 16.20.030(F);
 - 3. The final plat has been signed by the appropriate City officials and all others required by Section 16.16.030(C)
 - 4. The final plat has been recorded.
 - 5. All storm water permit requirements are in place. (See Section 13.18.110 and 120)
- B. All public improvements shall be completed within eighteen months of the date the final plat was approved by the City Council, and the City Engineer shall inspect the construction as it proceeds.
- C. At the completion of construction, or at the end of the eighteen month period stated in the last subparagraph, whichever comes first, the City Engineer shall make an inspection of all improvements and inform the developer and City of the results of the inspection. At the completion of construction, the subdivider shall call for inspection by the City Engineer and the inspection shall be made within ten days of the request therefore. The developer's engineer shall provide the City Engineer with record drawings accurately defining for permanent record the surface improvements and underground utilities as they were actually constructed. A construction punch list will be made up by the City Engineer indicating the items missing or needing correction prior to acceptance of the improvements by the City Engineer, and all required replacements or repairs shall be completed by the subdivider, at his expense, prior to acceptance by the City.
- D. Following final inspection and corrections according to the punch list made by the City Engineer concerning items missed or needing correction, the City Engineer shall provide a written statement to the City Council and subdivider that the improvements described in the construction drawings have been completed and that they meet the minimum requirements of all the ordinances,

resolutions, rules and regulations of the City, that they comply with the requirements of the county board of health, the City or county fire department, and with the standards, rules, regulations and policies formulated by the City Engineer and by the various City departments and approved by the City Council; which standards, rules, regulations and policies the City Council is empowered to approve and adopt by resolution or ordinance, and the same are incorporated in this title by reference. No final plat of a subdivision of land shall be recorded without the subdivider having first provided the City with a one-year written guarantee on all public improvements installed therein.

1. In some instances specified improvements such as sidewalks may be delayed upon written approval by the City Council; provided, that the subdivider furnishes to the City a security of performance, as set forth in Section 16.20.030(B), to guarantee the specified improvements will be constructed and paid for. The amount of the security shall be estimated by the City Engineer and conditioned upon payment by the subdivider of all expenses incurred for labor and materials used in construction of the required improvements. In no event shall the City be deemed liable under this section on any claim asserted by a laborer or material man. (Ord. 08-15)

16.20.030 Public improvements-Security of performance.

- A. No construction of the public improvements required herein shall be started unless and until the subdivider shall have furnished to the City a security of performance, acceptable to the City and as set forth in this section, in an amount set by the City Engineer and equal to at least ~~120~~110% of the reasonable value of the improvements.
- B. The security of performance required by this section, and in the City Council's discretion, may be furnished by any of the following methods:
 1. By providing a surety or cash bond in the amount specified herein and conditioned upon payment by the subdivider of all expenses incurred for labor or materials used in the construction of required improvements;
 2. By depositing the specified amount of cash in a bank account to which the City alone has access, but only in the event it becomes necessary, in order to complete, repair or replace the improvements as set forth herein;

3. By depositing the specified amount of cash in a supervised bank account to which the subdivider has access, with the approval and signature of the City, which funds shall be used to pay for the improvements as construction is completed and sufficient lien waivers presented. In the event it becomes necessary for the City to foreclose on the security of performance and move to complete, repair or replace the improvements as set forth below, then the City shall have access to said supervised bank account for the purpose of completing, repairing, or replacing improvements without the necessity of obtaining the approval of the sub divider.
 4. Letter of credit.
- C. The security of performance required by this section is to assure the City that all improvements are constructed in conformance with all relevant City ordinances, regulations and standards. Further, the City may hold, within the discretion of the City Council, all or a portion of the security of performance provided by the subdivider until one year following the final inspection by the City Engineer, or for such other period of time up to two years as the City deems necessary to insure compliance as set forth herein. (Ord. 10-01)
- D. In the event construction of the public improvements is not completed or is not completed or is not completed in a satisfactory manner eighteen months from the date the final plat was approved, the City may proceed to install the improvements in a satisfactory manner at the subdivider's expense by foreclosing on the subdivider's security of performance held by the City.
- E. In the event the public improvements fail to meet the standards as set forth in the subdivider's written guarantee, the City shall so notify the subdivider who shall be given a reasonable time (up to 90 days) to repair or otherwise correct as requested. In the event the required repairs or corrections are not completed by the subdivider within the time allowed, the City may proceed to repair or replace the unsatisfactory improvements at the subdivider's expense by foreclosing on any security of performance still held by the City, and, in addition, the City may avail itself of any other remedy provided to it under the laws of the state and of the City. (Ord. 09-03)

16.20.040 Fees.

All fee schedules shall be established by the City Council by means of a resolution. Such fee schedules and periodic adjustments thereof shall be a part of this title by reference.

16.20.050 Parks, schools, recreational facilities and other public spaces.

~~In addition to all other fees required by this or any other ordinance of the City, there is imposed an impact fee equal to five percent of the fair market value of the subdivision property valued as of the date of final approval. The governing body may, at its discretion and in lieu of the five percent reduced impact fees, require allow the subdivider to dedicate five percent of the land area in the of the proposed subdivision to the City for public improvements as stated herein and for it to be used primarily for the benefit of the subdivision. If the City elects to require land in lieu of the reduced impact fee, the election shall be made on or before the date the preliminary plat is approved by the Planning Commission. This in lieu agreement must be ratified by the City Council. The dedication or payment shall be made by the developer at or before the time of, and as a condition precedent thereto, the granting of final approval by the City Council of the sub-divider's final plat. The City shall use the land so dedicated for flood control, schools, parks, recreational facilities, or for other similar public uses; and any moneys received pursuant to the requirements of this section shall be held in a special fund and expended only for flood control, schools, parks, recreational facilities and for other similar public uses.~~

16.20.060 Public improvements - Adjacent streets and Improvements.

~~It shall become the responsibility of the developer to complete design for and provide all of the necessary public improvements to one-half of all streets adjacent to the proposed development. This shall include setbacks as required to accommodate roads and other infrastructure projects described in the master documents of Hyrum City. This shall be done at the subdivider's sole expense.~~

Commented [MH10]: We do not have impact fees that collect for future roads from development. We need a traffic impact fee to provide for additional rights of way in major planned streets.

Commented [MH11]: This wording should be approved by legal counsel to confirm the enforcement ability.

16.20.070 Water rights.

The intent of this section is to ensure that adequate culinary and irrigation water, represented by water rights or water shares in an irrigation company, canal company, or other company that has appropriated or otherwise controls irrigation water, accompany property proposed for development. Such water shares or water rights required of owners/developers or subdividers shall be provided in accordance with the provisions of this section, thereby enabling the City to meet additional demands for both culinary and secondary water

created by a proposed development without diminishing the quality, quantity, or level of service to existing users.

- A. The city reserves the right to refuse annexation and/or development of property where adequate water represented by water shares or water rights for either irrigation or culinary water is not available for transfer to the City.
- B. Each owner/developer of real property shall be required to dedicate water rights and/or water shares as required by this Section. The water must be approved by the Utah Division of Water Rights for (1) diversion from one or more of the City's sources, or from another source acceptable to the City at its sole discretion; and (2) for municipal use within the City's service area. The City shall have sole discretion as to the acceptability of the quantity and quality of the water as well as the suitability of the water right or water shares. The City will cooperate with the developer in filing the required applications with the Utah Division of Water rights, but the developer shall be solely responsible for prosecuting any such applications and the City reserves the right to protest any applications which may interfere with its existing rights.
 1. All single family residential developments are required to dedicate a minimum of 3.0 acre-feet per gross acre of land in its undeveloped state with a depletion allowance of 15 percent. If the depletion under the developed condition is greater than 15 percent, additional water rights or shares shall be transferred to account for additional depletion.
 2. For all uses except single family residential development, water rights or shares transferred to the city shall be equal to the standard of 0.45 acre-feet per equivalent residential unit for indoor use and 3.0 acre-feet per irrigated acre based upon a depletion allowance of 15 percent.
 3. For property located within the original service area of the municipal piped irrigation system or located within City limits as of the date of original adoption of this ordinance, July 17, 2003, as shown on the official zoning map as amended March 17, 2003, and attached hereto as Exhibit B, the City shall accept whatever rights or shares or stock traditionally associated with the land, according to records of the respective irrigation company, even if it totals less

than the required dedication specified by this Section. This exemption does not extend to property under consideration for annexation, specifically 995.20 acres known as the "Richard Miller Annexation" or any other property outside City limits as of July 17, 2003.

- C. If sufficient water rights or shares in an acceptable water company to provide the required culinary and secondary water are not currently being used on, or are appurtenant to, the land, the City may, at its discretion, accept other acceptable water shares, water rights, or cash equivalent in value to the cost of the water rights and/or shares required to be dedicated. The equivalent consideration shall be based upon the availability of water purchased by the City for purposes of extending an opportunity for developers to develop land bearing insufficient water to satisfy the requirements of this section. The amount of the cash equivalent shall be set annually by the City Council based upon the most recent information of similar water sales available to the City or other market-value determiners. The necessary water right application approvals must be obtained and the ownership transfer must be completed prior to the recording of the final plat on the land being developed. No water may be delivered to the development until the transfer is complete.
- D. If the owners/developers of a proposed development located outside the bounds of the original service area of the municipal piped irrigation system or located within City limits as of the date of original adoption of this ordinance as shown on the official zoning map as amended March 17, 2003, and attached hereto as Exhibit B, choose to exclude such property from service by the municipal piped irrigation system, such action does not relieve said owners/developers of the obligation to provide equivalent subsurface water per gross acre annexed or developed, as provided by this Section, except for the provisions of Subsection H. Additionally, the City may limit the area per lot allowed for landscaping that requires watering or otherwise impose controls or restrictions on use of culinary water for outside watering.
- E. Despite the dedication requirement provided herein, the City Council, at its discretion, may request an independent study funded by the owners/developers to determine the amount of water required to serve the property proposed for development and obligate

- the owners/developers to provide sufficient water shares or rights to meet said water requirement. If the study indicates the development requires more than the amount specified under this Section, the City may require the developer to provide the additional water or impose the same type of restrictions referred to in Subsection D above or, in appropriate cases, may refuse to allow development of the property in question.
- F. The City shall be given first option to purchase any water shares or rights appurtenant to or historically used with the property proposed for development beyond those needed to meet the requirements for adequate water for the development as set forth herein. The purchase price for said shares or rights shall be the current market price as determined by independent appraisal.
- G. Where surface water shares or rights are associated with property, but said property cannot be served by the municipal piped irrigation system, the water shares/rights shall be transferred to the City, if the City can beneficially use them, and the City shall provide culinary water for irrigation purposes under predetermined restrictions for outside watering in the development and in the amounts equivalent to the water represented by the water shares or water rights transferred to the City. The requirements of this subsection do not relieve or lessen the owner/developer from meeting the requirements of Subsection B.
- H. Where a water conservation plan or other approved study funded by the owners/developers shows the development will require less water than the quantity specified by this Section, an exception may be granted by the City Council. Such exception shall include an evaluation of the water shares or water rights, and the amount of water they represent, as it relates to the area of landscaping to determine the amount of water needed to support the landscaping proposed for the development, as well as inside water use. Xeriscape or open space that is to be left in an undisturbed, native vegetative state, and without irrigation, may be considered as part of such a plan and, therefore, may reduce the amount of water needed for the development. Such xeriscape or open space shall be marked on the plat and accompanied by conditions, covenants, and restrictions (CC&R's) requiring perpetual maintenance of such xeriscape and open space. The analysis and recommendations for a requirement for less than the quantity specified by this Section shall be provided to the City. The

City may seek an independent review of said study or analysis to determine the adequacy of the plan.

Where supported by independent study, the City Council may waive a portion of the standard requirement for the transfer of water shares or water rights and/or reduce the amount of fees to be paid, as required herein and accept, as a condition of development, the adoption and implementation of a water conservation plan. If the City Council waives a portion of the water shares required, then those areas justifying the reduction shall be indicated on the preliminary and final plats to be shown by metes and bounds, with the notation that if they are returned to irrigated areas that sufficient water shares will be issued to the City at that time. (Ord. 08-13)

- I. The owners/developers of all newly-annexed property must be able to transfer the required water or water rights to the City at the time of annexation or, upon approval of the City Council as provided in an annexation/development agreement, prior to final plat approval for each subdivision or portion thereof if said property is to be developed in phases. If such water is not available for use in the municipal piped irrigation system, no connection to the City's secondary system will be allowed and the City may limit the area per lot or impose other controls or restrictions on use of culinary water for outside watering purposes. Such restrictions and regulations may, however, under this Section or any other, be made applicable to both the use of culinary and secondary watering for outside purposes, in order to work towards the goal of having available culinary and secondary water for as long as possible.
- J. For all commercial and industrial properties, the water dedication requirements imposed by this Section may be increased or reduced according to the amount of impervious surface, landscaping, and inside water requirements proposed by the development plan. The City Council, at its discretion, may request an independent study funded by the owners/developers to determine the amount of water required to serve property for development and obligate the owners/developers to provide sufficient water shares or rights to meet said water requirement. If the study indicates the development requires more than the amount specified under this Section, the City may require the developer to provide the additional water to impose the same type of restrictions referred to in Subsection D above or, in appropriate cases, may

refuse to allow development of the property in question.

16.20.080 Extension of public works facilities.

The extension of any City public works facilities including, but not limited to, roads, bridges, storm drains, water mains, sewer lines and secondary water systems, shall be installed by the developer of any subdivision. There shall be no provisions for cost recovery made available to the developer for the extension of public works facilities by subsequent developers unless special or unusual circumstances warrant such provisions; which special or unusual circumstances must be approved by the City Council in writing on or before acceptance of the final plat. The City, however, may consider sharing (but is not obligated to share) the cost of materials necessary to upsize any water lines in excess of eight-inch diameter or sewer lines in excess of eight-inch diameter in anticipation of future growth. Extension of public works facilities shall be made to the edges of the development in order to provide connections for future development. Extensions shall include any portion necessary to provide looping of utilities.

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16.20.090 Installation of utilities.

All utilities, private or publicly owned, shall be placed underground unless otherwise approved or specified by the City. This will include, but not be limited to, telephone, gas, electric power, water, sewer, storm drains, etc. For utilities and utility sleeves within the proposed road surface improvements; installation shall be completed prior to road surfacing. For utilities outside of proposed road surface improvements; placement of curb and gutter prior to the installation of some utilities may be required to serve as a physical reference but in no case shall placement of sidewalk be initiated prior to the completion of all utilities. It is the developer's responsibility to coordinate the installation schedule with the utility companies. The standards and specifications for the installation of these utilities shall conform to rules and regulations adopted by the respective companies. (Ord. 09-03)

16.20.100 Mandatory use of City water and sewer system.

All subdivisions located within the corporate boundaries of the City shall be required to connect to the electrical, water, and sewer systems of the City, any ordinance or resolution to the contrary notwithstanding. The City Council expressly finds the requirements of this section to be in the best interests of the City and to promote the public health, safety and general welfare of the residents thereof.

16.20.120 Written agreements.

When and as written agreements are deemed to be necessary for the protection and understanding of all parties concerned, then they shall be entered into by all parties concerned, i.e., to cover areas of concern not specifically addressed by the subdivision ordinance or other requirements of the City, and shall be submitted with the preliminary plats to the Planning Commission and the City Council.

16.20.130 Guidelines and checklists.

The City is authorized and empowered to promulgate by way of resolution certain guidelines and/or checklists relative to this title. These materials shall be provided to any interested person upon request and upon payment of a fee specified by the City. These materials shall be for instructional purposes only and represent an attempt to aid those seeking to comply with this title. In the event any conflict arises between such guidelines and this title or other regulations, resolutions or policies of the City, then the ordinances, resolutions, regulations or policies shall be deemed controlling and all questions shall be resolved in their favor.

16.20.140 Waivers.

Where unusual topographic or other exceptional conditions exist, the City Council may waive the requirements of this title, after receiving the recommendations of the Planning Commission and the City Engineer; provided, that such variations will not substantially impair the intent of this title.

16.20.150 Design standards.

The design of the preliminary and final plats of the subdivision in relation to streets, blocks, lots, open spaces and other design factors shall be in harmony with design standards recommended by the Planning Commission and by other departments and agencies of the City government. Design standards shall be approved by the City Council and shall include provisions as follows which are approved by the City Council:

- A. Blocks shall not exceed ~~nine-eight~~ hundred feet in length.
- B. Blocks shall be wide enough to adequately accommodate two lots. Unless lots would front on a master-planned street with restricted access from the lots. Restricted access will be required on arterial roads as shown in the master plan documents of the City.
- C. Dedicated walkways through the block may be required where access is necessary to a point designated by the Planning Commission. Such walkways shall be a minimum of six feet in width, but may be required to be wider where determined

necessary by the Planning Commission. The subdivider shall surface the full width of the walkway with a concrete surface, install a chain link fence or its equal at least four feet high on each side and the full length of each walkway and provide, in accordance with the standards, rules and regulations, barriers at each walkway entrance to prevent the use of the walkway by any motor vehicle or by any other non-motorized vehicle wider than four feet.

- D. Blocks intended for business or industrial use shall be designated specifically for such purposes with adequate space set aside for off-street parking and delivery facilities.
- E. The lot arrangement and design shall be such that lots will provide satisfactory and desirable sites for buildings, and be properly related to topography, to the character of surrounding development and to existing requirements.
- F. All lots shown on the preliminary and final plats must conform to the minimum requirements of the zoning title for the zone or proposed zone in which the subdivision is located except for ~~lot frontage, which must be 100 feet minimum for each lot and~~ subject to the provisions of Section 16.20.140.
- G. Each lot shall abut on a street shown on the subdivision plat or on an existing publicly-dedicated street. Double frontage lots shall be prohibited except where unusual conditions make other designs undesirable.
- H. Side lines of lots shall be approximately at right angles, or radial to the street lines.
- I. In general, all remnants of lots below minimum size must be added to adjacent lots, rather than allowed to remain as unusable parcels.

16.20.160 Local minimum standards and specifications.

Standards for design, construction specifications and inspection of street improvements, curbs, gutters, sidewalks, storm drainage, flood control facilities, water distribution and sewage disposal facilities shall be prepared by the City Engineer; and similar standards for fire hydrants by the fire department. All subdividers shall comply with the standards established by such departments and agencies of the City and county, provided that such standards shall be approved by the City Council. These standards in addition to the following general standards shall be used by all subdividers.

16.20.170 Street improvements.

- A. The developer will apply an approved seal coat to all paved roads in the development. The proposed dates of chip and seal coat application must have

- the approval of the City Administrator. To ensure completion, the developer shall post a bond at ~~120~~110% of the amount of the City Engineer's estimate of the cost of sealing and chipping. The application of the seal coat and other means of acceptable seals must be completed before the subdivision warranty period expires.
- B. The arrangement of streets in new subdivisions shall make provision for the continuation of the existing streets in adjoining areas and shall provide access to un-subdivided adjoining areas insofar as such continuation or access shall be deemed necessary by the Planning Commission and approved by the City Council.
 - C. New streets must connect with existing public streets.
 - D. The subdivider shall install curbs, gutters and sidewalks on existing and proposed urban streets adjacent to and in all subdivisions, including on the rear of such lots that back on major streets not permitted access to such streets and those proposed for swales meeting City design standards.
 - E. Street number signs and traffic control, conforming to the design and specifications and in the number provided by the standards, rules and regulations of the City, shall be provided by the developer at all street intersections. Installation shall be made by City departments, to insure uniformity, at the expense of the developer.
 - F. Wherever there exists a dedicated or platted half-street or alley adjacent to the tract to be subdivided, the other half shall be platted; however, in most cases, half-streets shall be prohibited.
 - G. Curbs and gutters shall be provided on both sides of all public streets, unless the minimum lot width of lots within the subdivision is more than one hundred fifty (150) feet or a swale is approved. (Ord. 09-03)

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16.20.180 Water system.

- A. All culinary water pipes shall be as specified by the City Engineer and meet the City design standards.
- B. Fire hydrants shall be installed in all subdivisions in accordance with the regulations of the fire department and City standards.
- C. Where a subdivision does not border an existing City water line, the subdivider shall install and bear all cost for pipeline from the subdivision to the nearest existing City water line of adequate capacity to satisfy the demands of the subdivision.
- D. All waterlines shall be looped rather than dead

- ended except in the case of cul-de-sacs and temporary dead-end streets.
- E. Water meters shall be placed in the planting strip and shall not be surrounded by cement or asphalt.
 - F. All water lines must be inspected by the City Engineer before backfilling is permitted.
 - G. The entire system shall be designed and constructed in accordance with City standards and Utah State Health Department standards. If there is a conflict between the standards, the most stringent shall rule. Final approval of the proposed water system shall be subject to approval by the City Engineer.

16.20.190 Sewer system.

- A. Sewer system design and layout shall meet all standards and specifications of Utah State Department of Health in addition to City standards.
- B. Sewer cleanouts should not be emplaced in driveways or walkways.
- C. Domestic wastes only shall be allowed to enter a common collection system. Downspouts for roof drains, basement drains which lower groundwater conditions, uncontaminated cooling and refrigeration outflows, and other similar possible inflows to the sewer system shall not be allowed.
- D. Unless unfeasible, the system shall be designed so that the system operates by gravity means only. Sewage lift stations and force mains should be used only as a last resort.
- E. The depth of sewers shall be adequate to service basements of all houses within the subdivision or areas beyond the subdivision where it is anticipated that there will be extensions to the sewer system.
- F. As with the water system, the subdivider shall be responsible for extending and connecting to the nearest existing sewer main that is adequate to handle the subdivision flows. Final line sizes and final approval shall also be subject to approval by the City Engineer.

16.20.200 Storm drainage.

- A. No ditch or canal shall be approved as suitable for the use of storm drainage water without the written permission of the appropriate ditch or canal company or of the water user for such use. No ditch or canal shall be used for storm water unless adequately improved to handle such water as might be reasonably expected to flow from the canal and ditch water, subdivision runoff water, and other water expected to reach such canal or ditch. No ditch, canal or other waterway shall be permitted

- within property dedicated or to be dedicated for public use. The subdivider shall remove such waterways from property to be so dedicated before the submission of the final plat.
- B. The drainage system shall be designed to consider the drainage basis as a whole and shall accommodate not only runoff from the subdivision area but also, where applicable, the system shall be designed to accommodate the runoff from those areas adjacent to and upstream from the subdivision itself. The drainage system shall account for and provide an emergency outlet system designed to protect properties that would be negatively impacted by such flows.
- C. Complete drainage systems for the entire subdivision area shall be designed by a professional engineer, licensed in the state and qualified to perform such work, and shall be shown graphically. All existing drainage features which are to be incorporated in the design shall be so identified. If the final plat is to be presented in sections, a general drainage plan for the entire area shall be presented with the first section, and appropriate development stages for the drainage system for each section dedicated. All proposed surface drainage structures shall be indicated on the plans. All appropriate designs, details and dimensions needed to clearly explain proposed construction materials and elevations shall be included in the drainage plan.
- D. The drainage and floodplain systems shall be designed to:
1. Permit the unimpeded flow of natural watercourses;
 2. Ensure adequate drainage of all low points;
 3. Ensure applications of the following regulations regarding development in designated floodplains:
 - a. Construction of buildings shall not be permitted in a designated floodway with a return frequency more often than a one hundred year storm,
 - b. Building construction may occur in the portion of the designated floodway where the return frequency is between a one hundred-year and a maximum probability storm provided all usable floor space is constructed above the designated maximum probable flood level,
 - c. Where floodway velocities are generally determined to be under five feet per second and maximum flood depth will not

exceed three feet, such uses as cultivated agriculture, nurseries, parks and recreation facilities and accessory parking may be permitted,

- d. Any use of land is prohibited where flooding would create a public health hazard or problem. This includes shallow wells, uncased deep wells, sanitary land fills, septic tank and on-lot sewage disposal systems, water treatment plants, and also sewage disposal systems not completely protected from inundation,
- e. Recreational coach or mobile home parks and similar uses shall not be permitted in any designated floodway,
- f. Any contemplated floodplain encroachment or channeling shall be thoroughly analyzed and its effect on stream flow determined before such encroachment is undertaken. Any construction, dumping and filling operations in a designated floodway constitutes an encroachment and must be approved by the Planning Commission, before accomplishment,
- g. ~~No lot one acre or less in area shall include flood lands. All lots more than one acre shall contain not less than forty thousand square feet of land which is at an elevation at least two feet above the elevation of the one hundred year recurrence interval flood, or, where such data is not available, five feet above the elevation of the maximum flood of record. Construction in floodplain areas to meet requirements of Section 15.56.~~
- h. Also see: Prohibitions in Section 13.18.090, Illegal discharges in Section 13.18.100, Notice of Intent in Section 13.18.110, and Management Plan in Section 13.18.120.

16.20.210 Irrigation ditches and canals.

- A. Open ditches or canals shall not be allowed within or adjoining a subdivision. The subdivider shall work with irrigation, drainage, or ditch companies as to:
 - 1. Cover, realign or eliminate ditches or canals within or adjoining the subdivision.
 - 2. Identify the size of pipe and culverts required.
 - 3. Provide the responsibility for the periodic

inspection, cleaning and maintenance of such ditches, pipes and culverts. In cases where canals or ditches cross public roads or proposed public roads, specifications and grades for pipes or culvert must be approved by the City Engineer.

- B. When a lot contains or is adjacent to an irrigation ditch or canal that is not otherwise satisfactorily protected, as determined by the Planning Commission, the subdivider must construct a continuous non-climbable chain link fence at a location twenty feet (measured horizontally) from the high water line of the ditch or canal.

16.20.220 Street lighting.

Street lighting, which is designed to be dark sky compliant, shall conform to the design specifications and standards, rules and regulations of the City Street Department and shall be provided by the subdivider.

DRAFT

Chapter 16.24

ADMINISTRATION AND ENFORCEMENT

Sections:

- 16.24.010 Enforcement authority.
- 16.24.020 Inspections.
- 16.24.030 Permits and licenses.
- 16.24.040 Vested rights.
- 16.24.050 Exactions.
- 16.24.060 Amendments to the Subdivision Ordinance.
- 16.24.070 Compliance with provisions.
- 16.24.080 Violation-Penalty.
- 16.24.090 Appeals.

16.24.010 Enforcement authority.

The Planning Commission, the City Council, and such other departments and agencies and officials of the City government as are specified under the provisions of this title are designated and authorized as the agencies charged with the enforcement of the provisions of this title and shall enter such actions in court as are necessary. Failure of such departments to pursue appropriate legal remedies shall not legalize any violation of such provisions.

16.24.020 Inspections.

Appropriate agencies and departments and officials of the City shall inspect or cause to be inspected all buildings, fire hydrants and water supply and sewage disposal systems in the course of construction, installation or repair. Excavations for fire hydrants and water and sewer mains and laterals shall not be covered or backfilled until such installation shall have been approved by appropriate department, agency, or officials. If any such installation is covered before being inspected and approved, it shall be uncovered after notice to uncover has been issued to the responsible person by the inspector.

16.24.030 Permits and licenses.

From the time of the effective date of this title, the City Engineer shall not grant a permit, nor shall any City office, department or agency grant any license or permit for the use of any land or the construction or alteration of any building or structure on a lot which would be in violation of any provision of this title until a subdivision plat therefore has been recorded or approved as herein required. Any license or permit issued in conflict with such provisions shall be void.

16.24.040 Vested Rights.

- A. An applicant is entitled to approval of a land use application if the application conforms to the requirements of the City's zoning map and applicable land use ordinance in effect when a complete application is submitted and all fees have been paid unless:
 - 1. The City Council, on the record, finds that a compelling, countervailing public interest would be jeopardized by approving the application; or
 - 2. In the manner provided by local ordinance and before the application is submitted, the City has formally initiated proceedings to amend its ordinances in a manner that would prohibit approval of the application as submitted.
- B. The City shall process an application without regard to proceedings initiated to amend the municipality's ordinances if:
 - 1. 180 days have passed since the proceedings were initiated; and
 - 2. The proceedings have not resulted in an enactment that prohibits the approval of the application as submitted.
- C. An application for a land use approval is considered submitted and complete when the application is provided in a form that complies with the requirements of applicable ordinances and all applicable fees have been paid.
- D. The continuing validity of an approval of a land use application is conditioned upon the applicant proceeding after approval to implement the approval with reasonable diligence.
- E. The City shall not impose on a holder of an issued land use permit a requirement that is not expressed:
 - 1. In the land use permit or in document on which the land use permit is based; or
 - 2. In the City's ordinances.
- F. The City will not withhold issuance of a certificate of occupancy because of an applicant's failure to comply with a requirement that is not expressed:
 - 1. In the building permit or in documents on which the building permit is based; or
 - 2. In the City ordinances.

The City is bound by the terms and standards of applicable land use ordinances and shall comply with mandatory provisions of those ordinances.

16.24.050 Exactions.

Hyrum City may impose an exaction or exactions on proposed land use development if:

- A. An essential nexus exists between a legitimate governmental interest and each exaction; and
- B. Each exaction is roughly proportionate, both in nature and extent to the impact of the proposed development.

16.24.060 Amendments to the Subdivision Ordinance.

This Subdivision Ordinance may be amended from time to time by the Hyrum City Council after ten days notice and the City Council may hold a public hearing but all proposed amendments shall be first proposed to the Planning Commission for its recommendation, which shall be returned to the Hyrum City Council within thirty days, after the Planning Commission provides ten days notice and conducts its own public hearing in accordance with Utah law. Failure of the Planning Commission to submit its recommendations within the prescribed time shall be deemed approval by such commission of the proposed change or amendment. The Hyrum City Council may overrule the Planning Commission's recommendation by a majority vote of its members. (Ord. 08-13)

16.24.070 Compliance with provisions.

No person shall subdivide any tract or parcel of land located wholly or in part in the City except in compliance with the provisions of this title and/or the provisions of Title 17. No person shall purchase, sell or exchange any parcel of land which is any part of a subdivision or a proposed subdivision submitted to the Planning Commission, nor offer for recording in the office of the county recorder, any deed conveying such parcel of land or any fee interest therein, unless such subdivision has been created pursuant to and in accordance with the provisions of this title.

16.24.080 Violation-Penalty.

Whoever shall violate any of the provisions of this title shall be guilty of a Class B misdemeanor and, upon conviction of any such violation, shall be punishable ~~by a fine of not more than one thousand dollars or by imprisonment for not more than six months as categorized in State law, or by the penalty for transfer and sale of property provided in UCA 10-9-811,~~ except that in all cases where a corporation would be punishable as for a misdemeanor, and there is no other punishment prescribed by ordinance, such corporation is punishable by a fine not exceeding one thousand dollars. Provided further, that each violation of this title shall be considered a separate offense, and each day such violation is permitted to exist shall constitute a separate offense.

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16.24.090 Appeals.

If, on the fourth or final review of subdivisions exempted by City Council approval by this code, the City fails to respond within 20 business days, the City shall, upon request of the property owner, and within 10 business days after the day on which the request is received:

A. For a dispute arising from the subdivision improvement plans, assemble an appeal panel in accordance with Subsection 10-9a-508(5) (d) et seq. to review and approve or deny the final revised set of plans. Unless otherwise agreed by the applicant and the municipality, the panel shall consist of the following three experts:

1. one licensed engineer, designated by the City;
2. one licensed engineer, designated by the land use applicant; and
3. one licensed engineer, agreed upon and designated by the two designated engineers as appointed in subsection (A) 1 and 2.

B. A member of the panel assembled by the City under Subsection (A) may not have an interest in the application that is the subject of the appeal.

C. The land use applicant shall pay:

1. 50% of the cost of the panel; and
2. the City's published appeal fee; or

D. For a dispute arising from the subdivision ordinance review, advise the applicant, in writing, of the deficiency in the application and of the right to appeal the determination to a designated appeal authority.

Appeals of any decisions regarding the application of the applying Land Use Code shall be made to the Administrative Appeals Hearing Officer. Appeals shall be filed in writing with the City Recorder within ten (10) calendar business days of the decision as per provisions of Chapter 17.16. (Ord. 08-13)

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Chapter 16.28

MINI-SUBDIVISIONS

Sections:

- 16.28.010 Applicability
- 16.28.020 Submission requirement.
- 16.28.025 Fees.
- 16.28.030 Submission to Planning Commission.
- 16.28.040 Submission to City Council.
- 16.28.045 Recording of Plat.
- 16.28.050 Improperly Created Mini-subdivisions.

16.28.010 Applicability

The provisions of this article shall apply only to mini-subdivisions which involves dividing a parcel of land into three (3) or less lots, including the parent property, in which the subdivided lots are on a paved, dedicated City street. All other provisions of this title, including specifically the requirements for preparing and drawing the final plat, shall apply to mini-subdivisions.

- A. The subdivider shall first meet with the Zoning Administrator to determine if the proposal meets the requirements of a "mini-subdivision".
- B. The subdivision is not traversed by the mapped lines of a proposed street as shown in the general plan and does not require the dedication of any land for streets (except for correcting property lines fronting City streets) or other public purposes.
- C. Each lot in the mini-subdivision shall meet the frontage and area requirements of the zoning ordinance or has been granted a variance from those requirements by the Administrative Appeals Hearing Officer. (Ord. 08-19)
- D. No residential building permit will be issued unless each lot has frontage on a paved, city-owned street.
- E. The parcel being divided has not had other lots separated from it within the past five years. If another lot or lots have been separated within that time, it or they will be counted as part of the current request.

16.28.020 Submission requirement.

The subdivider shall submit ~~eight (8)~~ two (2) 11 inch X 17 inch plats, one (1) 24 X 36 inch plats and ~~email~~ a PDF at 24 x 36 inches similar to a final plat drawing, drawn to scale to the Zoning Administrator. After review and any necessary corrections the Zoning Administrator shall schedule the

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subdivision for approval at least two weeks prior to a regularly scheduled meeting of the Planning Commission and the subdivider shall pay any associated mini-subdivision plan review fees. Copies of the plat will be distributed to the Planning Commission, and other City agencies as appropriate. The Zoning Administrator shall advise the developer of the date of the Planning Commission meeting for which he should seek an agenda appointment.

The subdivider shall submit a final plat prepared by a registered land surveyor and/or certified engineer (See 16.16) and shall include the following:

- A. The property boundaries of the proposed subdivision including any boundary line agreements;
- B. The name and address of the owner of the property to be divided, and proof of ownership (preliminary title report, recorded deed) or authority to act for the owner of the property to be divided (notarized letter from owner);
- C. The number of lots proposed and location of lots in relation to existing streets, sidewalks, and curb and gutter, addresses as obtained from Hyrum City;
- D. The approximate total acreage of development as well _____ as size of individual lots. The metes and bounds _____ description of each lot.
- E. The location of all utilities in relation to the individual lots and the ~~owner's plan to extend them~~ necessity to provide utilities to each lot to meet development standards. Sewer and water lines are required to have a right-angle hookup between the house and the City system. If city utilities are not available to each proposed lot, the subdivider will develop plans and be responsible to extend the deficient utilities to the end of the lots as needed for future connection.
- F. The location of any unusual topographic features which may limit the way a lot can be used such as natural drainages, canals, rivers, abrupt changes in elevation, etc.
- G. Curbs, gutters, and sidewalks may be required in all subdivisions. Planning Commission shall compare neighboring properties, existing improvements nearby, and the potential runoff if gutter is installed.
- H. Two (2) street trees, having a minimum diameter of one and one half (1 ½) inches, are required per lot. (Four (4) on corner lots).
- I. The location of the front property line showing that it is in correlation with the City's street right of way. If there is a discrepancy, the developer must dedicate the appropriate footage for compliance to the City.
- J. Location and name of adjacent property owners.

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K. The approved final plat shall be drawn to scale on a 24 inch by 36 inch reproducible mylar with signature blocks for:

1. The owner's signature,*
2. A notary public's acknowledgment,*
3. The City Planning Commission's certificate of approval,
4. The City Council's certificate of approval,
5. The County Recorder's stamp of approval,
6. The Hyrum City Culinary Water Authority,*
7. The Hyrum City Sanitary Sewer Authority.*
8. The Hyrum City Power Authority.*
9. The Hyrum City Engineer.*
- 10.9. ~~The Hyrum City Attorney.~~

(Signature blocks with an asterisk (*) must be signed by the appropriate person prior to recording~~Planning Commission submittal.~~) (Ord. 09-03)

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16.28.025 Fees.

A fee will be charged for recording and a full engineering review of the site. (i.e. sewer, water, drainage, etc.) Any fees for this process including plan review fees for necessary improvements shall be set by resolution as approved by the City Council.

16.28.030 Submission to Planning Commission.

The subdivider shall present the mini-subdivision plat to the Planning Commission. After reviewing the plat for compliance with zoning and all other city ordinances and receiving the recommendations from all city agencies, the Planning Commission will make a recommendation for approval, approval with conditions, or disapproval~~denial~~, and will provide its recommendations to the subdivider and to the City Council, or other officers that the City Council has designated, within thirty days after the date of the meeting at which the mini-subdivision plat is first considered by the Planning Commission, unless for good cause stated in the minutes of the Planning Commission meeting a longer time is necessary.

16.28.040 Submission to City Council.

Upon receiving the recommendations from the Planning Commission, the subdivider shall submit the plat plan to the City Council Administrative Land Use Authority for action. ~~This submittal shall be at least two weeks prior to a regularly scheduled meeting of the City Council.~~ The Administrative Land Use Authority ~~City Council~~ may approve the plat, approve the plat with conditions, or disapprove ~~deny~~ the plat and require the subdivider to comply with all of the non-mini-subdivision requirements of this chapter. However; the Hyrum City Council has designated ~~the City Administrator, the Recorder and~~ the Zoning Administrator to grant approval, after Planning Commission approval, ~~provided that all three agree to~~

~~the approval. In the event one of the three designees is unable to participate in the approval (i.e. out of town, illness, conflict of interest, etc.) the City Treasurer will act as an alternate. If one or more designee does not approve the mini-subdivision, the Planning Commission recommendations will be submitted to the City Council for action by the Council.~~

16.28.045 Recording of Plat.

After approval by the City Council or designees, all signatures have been obtained, and fees paid, the City Recorder will record the plat.

16.28.050 Improperly Created Mini-subdivisions.

- A. Punitive actions. Persons failing to create new mini-subdivisions without following the current ordinance are guilty of a Class B misdemeanor (per 16.24.060).

ORDINANCE 24-02

WHEREAS, on January 6, 1994, the Hyrum City Council passed and posted an ordinance adopting the "Hyrum City Municipal Code", a recodification of municipal ordinances encompassing the "Revised Ordinances of Hyrum City" and ordinances adopted through July 15, 1993; and

WHEREAS, Title 10 of the Hyrum City Municipal Code adopts the Uniform Traffic Code and provides for the regulation of traffic, vehicle weight, speed limits, and parking, together with other rules pertaining to vehicles and traffic within Hyrum City; and

WHEREAS, Chapter 10.20 of Title 10 specifies areas of prohibited parking and other parking restrictions and establishes fines therefore; and

WHEREAS, there are significant number of people who own vehicles that use public streets or public property for parking purposes; and

WHEREAS, Section 10.20.090, 10.20.100, and 10.20.105 restricts parking for recreational vehicles, utility trailers, and agricultural equipment on public property for periods not to exceed 48 consecutive hours; and

WHEREAS, the Hyrum City Council has determined that it does not create a safety concern, snow removal problems, or a public utility issue to have vehicles parked on city streets for longer than 48 hours in areas where curb and gutter do not exist.

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

AN ORDINANCE AMENDING SECTIONS 10.20.090, 10.20.100, AND 10.20.105 OF CHAPTER 10.20 OF TITLE 10 OF THE HYRUM CITY MUNICIPAL CODE, TO PROVIDE AN EXCEPTION TO ALLOW PARKING LONGER THAN 48 HOURS ON A CITY STREET WHERE CURB AND GUTTER DO NOT EXIST.

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

1. Section 10.20.090 of Chapter 10.20 of Title 10 of the Hyrum City Municipal Code is hereby amended as follows:

10.20.090 Parking Restrictions During Winter Months

- A. It is unlawful for the driver of any vehicle to park a motor vehicle on any street, or within ten feet of roadway pavement in any municipal right-of-way unless such vehicle is in a driveway approach or otherwise parked behind the curb where curb exists, in this municipality between the first day of November of each year and the first day of April of the following year, for a period of time longer than fifteen minutes when loading or unloading passengers and for a period of time longer than fifteen minutes when loading or unloading or delivering property between the hours of twelve midnight and eight a.m. and when a snow storm is predicted no parking after 11:00 p.m. to 8:00 a.m.. This section shall not apply to emergency vehicles, such as ambulance and fire vehicles, or private vehicles used to convey fire or other emergency response personnel to the scene, or vehicles used in the repair of utilities. (Ord. 22-02; 05-02; Ord. 93-03 § 1 (part): prior code § 11-343.4 (A))
- B. Where curb and gutter do not exist, a vehicle/trailer may be parked in the right-of-way during winter months if:
1. There is no obstruction to traffic visibility;
 2. The vehicle is not derelict/junk;
 3. There is no valid objection from neighbors;
 4. Vehicle is 10' or more from pavement from the first of November in one year to the first of April in the next year; and
 5. One vehicle allowed for each 100 feet of frontage on property. (Ord 24-02)

2. Section 10.20.100 of Chapter 10.20 of Title 10 of the Hyrum City Municipal Code is hereby amended as follows:

10.20.100 Parking In Excess of Forty-Eight Hours on Public Streets or Property.

- A. No person who owns or has possession, custody or control of any vehicle shall park or leave standing any such vehicle on any public road, street, alley or municipal property for forty-eight or more consecutive hours, and any vehicle so parked or left standing may be subject to citation under this chapter or impounded and removed by law enforcement

officials. All persons who own or have possession, custody or control of such vehicles, must provide permanent parking on private property zoned for that purpose. For purposes of impoundment and removal, law enforcement officials may impound and remove any motor vehicle which reasonably appears to have remained unmoved for forty-eight consecutive hours. The cost of impoundment and removal shall be charged to the owner or any person who claims the impounded motor vehicle. (Ord. 22-02; 93-03 § 1 (part): prior code § 11-343.4 (B))

B. Where curb and gutter do not exist, a vehicle/trailer may be parked in the right-of-way in excess of 48 hours on public streets or property:

1. There is no obstruction to traffic visibility;
2. The vehicle is not derelict/junk;
3. There is no valid objection from neighbors;
4. Vehicle is 10' or more from pavement from the first of November in one year to the first of April in the next year; and
5. One vehicle allowed for each 100 feet of frontage on property. (Ord. 24-02)

3. Section 10.20.105 of Chapter 10.20 of Title 10 of the Hyrum City Municipal Code is hereby amended as follows:

10.20.105 Parking Restrictions For Recreational Vehicles, Utility Trailers, And Agricultural Equipment.

A. It is unlawful to park any recreational vehicle, including motor homes, camp and travel trailers, campers, boats, snowmobiles, four-wheelers, or motorcycles, as well as utility, livestock, or construction trailers, or any agriculture-related implement, including tractors, combines, and swathers, on municipal roadsides, rights-of-way, easements, or other public property except for brief periods not to exceed forty-eight (48) consecutive hours. It is unlawful to park vehicles, trailers, or recreational vehicles, with an expired license/registration, on municipal property. All persons who own or have possession, custody or control of such recreational vehicles, campers, and utility trailers, as well as agriculture implements and tractors, must provide permanent parking for such items on private property zoned for the

Ordinance 24-02

Page 4

purpose. Any item named herein so parked or left standing on the roadside or public right-of-way between private property lines on each side of the roadway may be subject to citation under this chapter or impounded and removed by the city. (Ord.22-02)

B. For purposes of impoundment and removal, the city may impound and remove any recreational vehicle, camper, utility trailer, or agricultural tractor or implement which reasonably appears to have remained unmoved for forty-eight consecutive hours. The cost of impoundment and removal shall be charged to the owner or any person who claims the impounded item. (Ord. 07-05)

C. Where curb and gutter do not exist, a vehicle/trailer may be parked in the right-of-way in excess of 48 hours on public streets or property:

1. There is no obstruction to traffic visibility;
2. The vehicle is not derelict/junk;
3. There is no valid objection from neighbors;
4. Vehicle is 10' or more from pavement from the first of November in one year to the first of April in the next year; and
5. One vehicle allowed for each 100 feet of frontage on property. (Ord. 24-02)

4. REPEALER. All ordinances, resolutions, and zoning maps of the city, or parts thereof inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution or ordinance or part thereof.

5. DECLARATION OF SEVERABILITY. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Hyrum City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.

Ordinance 24-02

Page 5

6. EFFECTIVE DATE. This ordinance shall become effective upon posting three (3) copies in three (3) public places within Hyrum City.

7. ADOPTION. This ordinance is hereby adopted and passed by the Hyrum City Council this 1st day of February, 2024.

HYRUM CITY

BY: _____
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

Posted:

ORDINANCE 24-03

WHEREAS, on January 6, 1994, the Hyrum City Council passed and posted an ordinance adopting the "Hyrum City Municipal Code", a recodification of municipal ordinances encompassing the "Revised Ordinances of Hyrum City" and ordinances adopted through July 15, 1993; and

WHEREAS, Section 12.04.010 of said Hyrum City Municipal Code requires property owner or occupant to remove snow from paved sidewalks within a reasonable time after a snow storm and for sidewalks to be cleaned by 9:00 a.m. the next day; and

WHEREAS, Hyrum City has areas where the sidewalk is adjacent to the curb which creates a problem for homeowners trying to keep sidewalks plowed when the roads are plowed since there is no planter strip for the snow to be placed in, instead the snow ends upon the sidewalks; and

WHEREAS, the Hyrum City Council has determined there is a need to amend and revise Section 12.04.010 in order to provide additional time for residents to remove snow from sidewalks and in areas where the sidewalk is adjacent to the curb with no parking strips to not require snow removal from the sidewalks.

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

AN ORDINANCE AMENDING SECTION 12.04.010 OF TITLE 12 OF THE HYRUM CITY MUNICIPAL CODE TO NO LONGER REQUIRE SIDEWALKS TO BE CLEANED OF SNOW BEFORE 9:00 A.M. OF THE SAME DAY INSTEAD IT BE ENCOURAGED THAT SNOW REMOVAL IS TAKEN CARE OF AS SOON AS POSSIBLE, AND IN AREAS WHERE THE SIDEWALK IS NEXT TO THE CURB WITH NO PARKING STRIP TO NOT REQUIRE SNOW REMOVAL.

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

1. Section 12.04.010 of the Hyrum City Municipal Code is hereby amended to read as follows:

12.04.010 Snow, Hail and Sleet Removal

- 1. It is unlawful for the owner, occupant, lessor or agent of any property abutting on a paved sidewalk to fail to remove, or have removed from such paved sidewalk, all hail, snow or

sleet thereon within a reasonable time after such snow, hail or sleet has fallen. ~~In the case of a storm between the hours of five p.m. and six a.m., such sidewalks shall be cleaned before nine a.m. of the same day.~~ Snow removal from sidewalks is encouraged to be taken care of as soon as possible. In the event a sidewalk is next to the curb, and there is no parking strip to push the snow to, snow removal from sidewalks will not be required.

2. It is unlawful for any person removing snow from the sidewalk to deposit snow, dirt, leaves or any other material in the gutter so as to clog or prevent the free flow of water therein. (Prior code § 11-361)

2. All ordinances and resolutions of the city, or parts thereof inconsistent herewith, are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution or ordinance or part thereof.

3. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Hyrum city Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.

4. This ordinance shall become effective upon posting three (3) copies in three (3) public places within Hyrum City.

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

HYRUM CITY

BY: _____
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

Posted: _____



January 12, 2024
Project: 0794253

HYRUM CITY

RE: Proposed Construction of One (1) Overhead Twelve Point Four Seven Kilovolt (12.47kV) Transmission Wireline Crossing at Mile Post 18.53 on the Cache Valley Subdivision at or near Hyrum, Cache County, Utah

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please return the executed agreement via email. For any payment(s), please follow the accompanying instructions.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company.

- Payment in the amount of Four Thousand Four Hundred Thirty Dollars (**\$4,430.00**) is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Project No. 0794253 noted on that document**. If you require formal billing, you may consider this letter as a formal bill and that 946001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at ksjones@up.com.

Sincerely,

A handwritten signature in blue ink that reads "Kris Jones".

Kris Jones
Senior Analyst Real Estate - Contracts

Wireline Crossing 051918
 Last Modified: 05/19/18
 Form Approved, AVP-Law

Project No. 0794253

WIRELINE CROSSING AGREEMENT

Mile Post: 18.53, Cache Valley Subdivision
 Location: Hyrum, Cache County, Utah

THIS AGREEMENT (“Agreement”) is made and entered into as of January 12, 2024, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **HYRUM CITY**, to be addressed at 90 N 100 W, Hyrum, Utah 84319 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) overhead twelve point four seven kilovolt (12.47kV) transmission wireline crossing only, including any appurtenances required for the operation of said wireline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Hyrum, Cache County, State of Utah ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated January 4, 2024, attached hereto as Exhibit A and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) overhead twelve point four seven kilovolt (12.47kV) transmission wireline crossing, and (ii) not be used for any other purpose, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing Exhibit A. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

D. Under no circumstances shall Licensee modify Licensee's Facilities or add additional wirelines to the conduit(s), if any, or allow any third-parties to modify Licensee's Facilities or add additional wirelines to the conduit(s), if any, without Licensor's prior review and approval, which may be withheld in Licensor's sole discretion. Any application to modify Licensee's Facilities or add additional wirelines to the conduit(s) shall be made in accordance with Licensor's then-current wireline crossing application procedures.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of Four Thousand Four Hundred Thirty Dollars (\$4,430.00).

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void

and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under Exhibit B, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Project Number: 0794253)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: HYRUM CITY
90 N 100 W
Hyrum, Utah 84319

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

HYRUM CITY

By: _____

By: _____

Kris Jones
Senior Analyst Real Estate - Contracts

Name Printed: _____

Title: _____

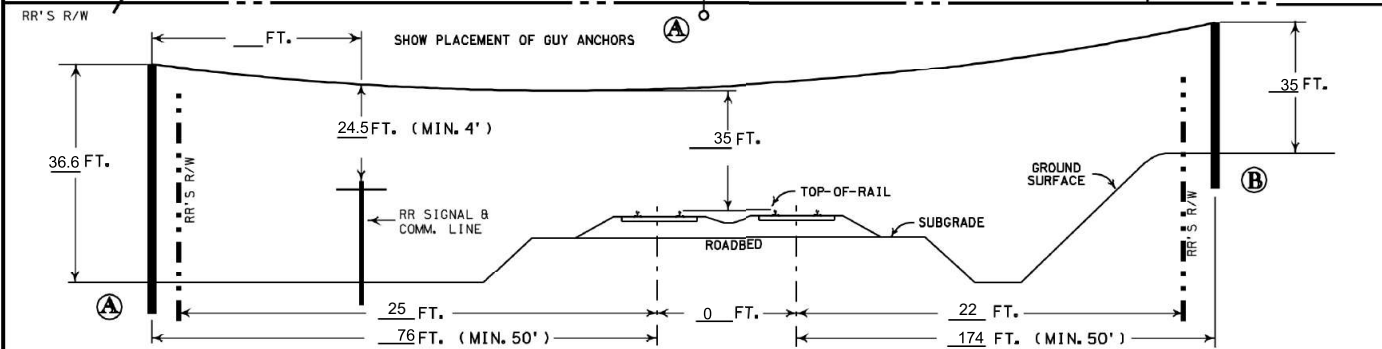
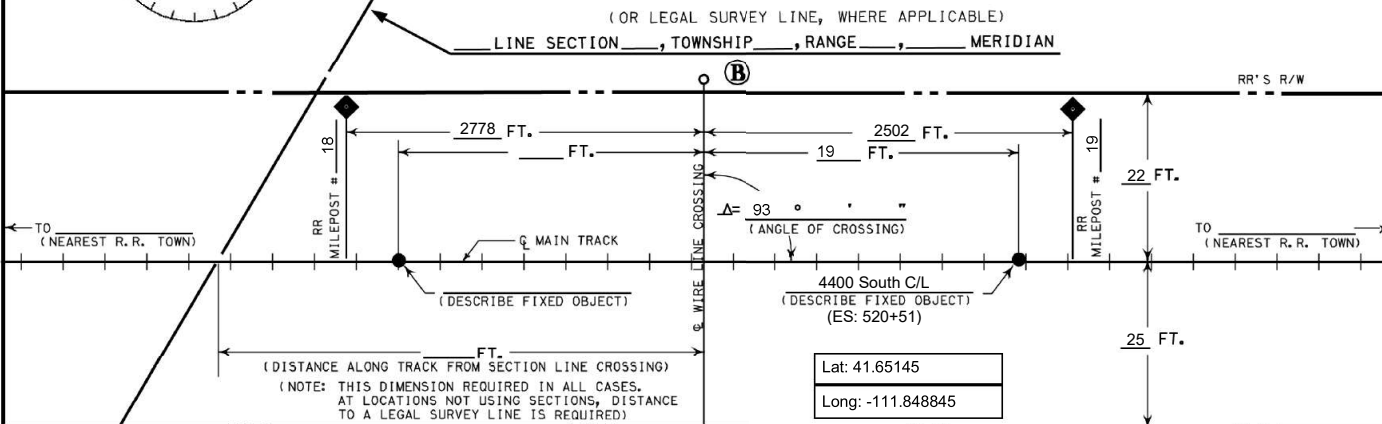
PLACE ARROW INDICATING NORTH DIRECTION RELATIVE TO CROSSING



OVERHEAD WIRELINE CROSSING OVER 750 VOLTS

FORM DR-0404-H
REV 10-26-2007
www.uprr.com
NO SCALE

NOTE: ALL AVAILABLE DIMENSIONS MUST BE FILLED IN TO EXPEDITE THIS APPLICATION.



CIRCUITS TO BE CARRIED ON PROPOSED WIRELINE

NO. OF CIRCUITS	VOLTAGE TO GROUND(KV)	VOLTAGE TO VOLTAGE(KV)	PHASES	NO. OF WIRES	GAUGE	MATERIAL	SOLID OR STRANDED	HEIGHT	NOTES :
2	7.200	12.470	3	4	795	ACSR	STRANDED	35	

- A) DISTRIBUTION LINE TRANSMISSION LINE
- B) IS THERE A SIGNAL OR COMMUNICATION POLELINE NEAR THE TRACKS? YES
- C) MAXIMUM GROUND CURRENT AT FEED: 2185 AMPS. AT LOAD: 3090 AMPS.
- D) WHAT TYPE OF FACILITY WILL LINE BE SERVING? SUBSTATION
- E) IF A NEW POWER SUBSTATION IS TO BE BUILT WITHIN 1/2 MILE OF RR, WHAT IS MAX: OPERATING CURRENT TO GROUND? _____ AMPS; RESISTANCE TO GROUND? _____ OHMS; FAULT CURRENT TO GROUND? _____ AMPS.
- F) GROUND WIRE: SIZE 4; MATERIAL CU; SOLID OR STRANDED SOLID.
- G) CROSSING SPAN: LENGTH 250 FT.; NORMAL CONDUCTOR SAG 4 IN. AT 60 °F.
- H) ADJOINING SPANS: LENGTH _____ FT.; NORMAL CONDUCTOR SAG _____ IN. AT _____ °F. LENGTH _____ FT.; NORMAL CONDUCTOR SAG _____ IN. AT _____ °F.
- I) POLE 1: TIMBER _____ LENGTH 48 FT. DEPTH OF SETTING 9 FT. HEIGHT ABOVE GROUND 39 FT. CLASS OR BUTT AND TOP DIMENSIONS 3.75
- POLE 2: TIMBER _____ LENGTH 48 FT. DEPTH OF SETTING 9 FT. HEIGHT ABOVE GROUND 39 FT. CLASS OR BUTT AND TOP DIMENSIONS 3.75
(IF STEEL TOWERS ARE EMPLOYED, FURNISH DETAIL DRAWINGS)
- J) HEAD GUYS: NUMBER ON EACH POLE _____; SIZE OR STRENGTH _____; LEAD _____.
- K) SIDE GUYS: NUMBER EACH WAY _____; SIZE OR STRENGTH _____; LEAD _____.
- L) CROSSARMS: SINGLE OR DOUBLE _____; MATERIAL _____; SIZE _____ BY _____.
- M) INSULATORS: PIN OR SUSPENSION _____; MANUFACTURER'S AND CATALOGUE NO. _____.
- N) CONDUCTOR ATTACHMENT: TIES OR CLAMPS _____.
- O) APPLICANT HAS CONTACTED 1-800-336-9193, U.P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE _____ EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. _____.
- P) IF POWER LINE PARALLELS TRACK WITHIN 1/2 MILE, INCLUDE DIAGRAM SHOWING SPACING AND CONFIGURATION OF WIRES INCLUDING SHIELD WIRES.

EXHIBIT "A"
(FOR RAILROAD USE ONLY - DO NOT WRITE IN THIS BOX)

UNION PACIFIC RAILROAD CO.

Cache Valley Sub.
(SUBDIVISION)

M. P. 18.53 E. S. 520+32

OVERHEAD WIRELINE CROSSING

HYRUM CACHE UT
(NEAREST RR STATION) (COUNTY) (STATE)

FOR HYRUM CITY
(APPLICANT)

RR FILE NO. 0794253 DATE 1/4/2024

WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE. PHONE : 1- 800-336-9193

EXHIBIT B**GENERAL TERMS AND CONDITIONS****Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for aerial marker balls, shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration, Federal Energy Regulatory Commission, and Federal Aviation Administration regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. If Licensee's Facilities will be located underground, Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. Licensee shall not transmit electric current from Licensee's Facilities at a difference of potential in excess of the voltage indicated on **Exhibit A**. If the voltage indicated is in excess of seven hundred fifty volts (750V), and Licensee's Facilities will be buried at any location outside of track ballast or roadbed on Railroad Property, Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three inches (3") of concrete with a minimum of four feet (4') of ground cover the entire length of Licensee's Facilities. Any of Licensee's Facilities buried by removal of soil shall have, at a depth of one foot (1') beneath the surface of the ground directly above Licensee's Facilities, with a six inch (6") wide warning tape labeled "Danger-High Voltage" or equivalent wording. Any of Licensee's Facilities encased in conduit, jacked, or bored under Railroad Property must be identified with warning signs ("Warning Signs") at each edge of Railroad Property, to be installed and properly maintained at Licensee's cost and expense. Licensee shall not utilize Warning Signs in lieu of the warning tape where portions of the casing are installed by direct burial.

D. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this **Exhibit B**. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion

of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed by Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensor and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property found at the link below.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof. Licensee shall take all suitable precaution to prevent interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of Licensor or of its tenants. If, at any time, the operation or maintenance of Licensee's Facilities results in any electrostatic effects which Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be provided by Licensor and/or its tenants, Licensee shall, at the sole cost and expense of Licensee, immediately modify or take action as may be necessary to eliminate such interference.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction,

maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, (i) in the furtherance of Railroad's Use, or (ii) as is necessary to ensure safe and reliable maintenance and operation of the facilities of Licensor and/or its tenants because of interference from Licensee's Facilities.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Wireline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to,

- or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
 3. Removal of person(s) from Railroad Property;
 4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
 5. Right(s) or interest(s) granted pursuant to this Agreement;
 6. Electrical interference or other types of interference created or caused by or escaping from Licensee's Facilities;
 7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
 8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online at [this link](#), for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located underground on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

Approved: Insurance Group
 Created: 5/19/18
 Last Modified: 05/19/18
 Form Approved, AVP-Law

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. Commercial General Liability Insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage Insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. Workers' Compensation and Employers' Liability Insurance. Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability Insurance. Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the

foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

E. Umbrella or Excess Insurance. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Licensor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Licensor's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Licensor on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

ATTACHMENT 1
CITY SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

2024
PROFESSIONAL SERVICES AGREEMENT
(Engagement: **INSERT ENGAGEMENT**)
(Parties: **INSERT CONSULTANT NAME** and Hyrum City)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2024 (hereinafter, the "Effective Date") by and between HYRUM CITY, a municipal corporation (hereinafter, "CITY") and **INSERT CONSULTANT NAME**, (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services **INSERT THE KIND OF SERVICES REQUIRED**; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by Hyrum City City Council at its Regular Meeting of _____, 2024.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I. ENGAGEMENT
TERMS

1.1 SCOPE OF WORK:

- A Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "**INSERT TITLE OF REQUEST FOR PROPOSALS**", (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "**INSERT TITLE OF PROPOSAL**" (hereinafter, the "CONSULTANT Proposal") dated **INSERT DATE OF PROPOSAL**. The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and "**B**" respectively. The term "Scope of Work" shall be a collective reference to the CITY RFP and the CONSULTANT PROPOSAL. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the

event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT PROPOSAL, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

- B. **IF NO RFP ISSUED**: Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled **"INSERT TITLE OF PROPOSAL"** dated **INSERT DATE OF PROPOSAL** (hereinafter, the "CONSULTANT Proposal") which is attached and incorporated hereto as **Exhibit "A"**. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

1.2 PROSECUTION OF WORK:

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a Notice to Proceed. CONSULTANT shall complete the various tasks identified in the Scope of Work within the timeframes set forth in the Scope of Work and shall complete all of the Work by or before **INSERT COMPLETION DATE** (the "Completion Date");
- B. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

- 1.3 COMPENSATION: CONSULTANT shall perform the Work in accordance with **"INSERT TITLE OF COMPENSATION DOCUMENT"** (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted aggregate sum of **INSERT**

WRITTEN AMOUNT (\$ INSERT NUMBER) (hereinafter, the “Not-to-Exceed Sum”) during the prosecution of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT’s charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT’s performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of the work requested in Section 1.1, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT’s compensation is a function of hours worked by CONSULTANT’s personnel, the invoice should indicate the number of hours worked, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY may access and examine such records, without charge, during normal business hours. CITY may audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT’s cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 21 CITY’S REPRESENTATIVE: The CITY hereby designates **INSERT CITY REPRESENTATIVE** (hereinafter, the “City Representative”) to act as its

representative for the performance of this Agreement. The City Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the City Representative or their designee.

- 22 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates **INSERT CONSULTANT REPRESENTATIVE**, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, performing to the applicable industry standard, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.
- 23 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or their designees.
- 24 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the sole opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;
 - C. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - D. CONSULTANT shall comply with all applicable federal, state and local laws and regulations. CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
 - E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf does not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 25 ASSIGNMENT: CONSULTANT may not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.
- 26 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence

upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY.

- 27 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 28 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.
- 29 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 210 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or

applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

- 211 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 31 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT shall procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers’ Compensation Insurance/ Employer’s Liability Insurance: A policy of workers’ compensation insurance in such amount as will fully comply with the laws of the State of Utah and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by

CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
- 32 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 33 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 34 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 35 SPECIAL RISKS OR CIRCUMSTANCES. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV. INDEMNIFICATION

- 4.1 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY (with counsel acceptable to CITY) from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

4.2 CITY shall have the right to offset against the amount of any compensation due to

CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article, or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.

- 4.3 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.4 CONSULTANT shall obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.5 CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.6 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 4.8 **[ONLY USE IF FOR DESIGN PROFESSIONALS] WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES:** The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct.

- 4.9 **WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS:** Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.
- 4.10 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- 4.11 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.

- 4.12 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.13 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.14 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1, below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

52 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C, below, or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the Event of Default within the following time periods:
- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
 - i. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely

perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or

available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
- i. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- ii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT will be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

53 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

54 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in

the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

62 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

63 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

64 NOTICES: All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

<p>CONSULTANT: INSERT CONSULTANT NAME INSERT ADDRESS</p> <p>Attn: INSERT PERSON OF CONTACT NAME Phone: INSERT PHONE NUMBER</p>	<p>CITY: Hyrum City 60 West Main Street Hyrum, UT 84319-1205 Attn: INSERT DEPARTMENT Phone: (XXX) xxx-xxxx</p>
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Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

65 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are

reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

- 6.6 SUBCONTRACTING: CONSULTANT will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement will be interpreted and governed according to the laws of the State of Utah. In the event of litigation between the Parties, venue, without exception, will be in the First Judicial District Court in and for Cache County, State of Utah. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the District of Utah.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this

Agreement inure exclusively to the Parties.

- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 FORCE MAJEURE: The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance

of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.

- 621 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

HYRUM CITY:

CONSULTANT NAME:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: **XXXXX XXXXXXXX, City Attorney**