CITY COUNCIL MEETING

Thursday, July 18, 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, July 18, 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. **Ian Petersen** -To request a variance/waiver to the annexation agreement to reduce the minimum lot size of 14,520' with 99' of frontage to smaller lots for parcel 01-071-00006 located at approximately 1050 South 800 East consisting of 10 acres (Ordinance 18-06 annexation and annexation agreement with Dean Harrison).

10. INTRODUCTION AND APPROVAL OF RESOLUTIONS AND ORDINANCES

A. **Resolution 24-24** - A resolution appointing UAMPS Member Representatives.

B. **Resolution 24-25** - A resolution appointing Power Superintendent Steve Liechty as Hyrum City's Intermountain Power Agenda (IPA) Representative.

C. **Resolution 24-26** - A resolution setting Basic Life Support (BLS) and Cardiopulmonary Resuscitation (CPR) class registration fees.

D. **Ordinance 24-06** - An ordinance repealing Chapter 2.14 City Engineer of Title 2 of the Hyrum City Municipal Code.

E. **Ordinance 24-07** - An ordinance amending Section 10.20.220 Violation and Penalty of Chapter 10.20 of Title 10 of the Hyrum City Municipal Code to include Section 10.20.105 Parking Restrictions for Recreational Vehicles, Utility Trailers, and Agricultural Equipment as a civil violation.

11. OTHER BUSINESS

A. Discussion on accepting in-lieu fees from developers in rare circumstances where utility improvements are not possible at the time of development.

B. Budget Report.

C. 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 **9th day of JULY, 2024**. Stephanie Fricke, MMC, City Recorder.

ORDINANCE 18-06

(Southeast - Max Wilkinson, Tim Wilkinson, Dane Wilkinson, Farrell D Petersen, Carol Dee Petersen, Janice Clawson, Corey W. Nielsen, Tracy Nielsen, Kayla Nielsen, James R. Nielsen, Claudia Evans, Dean Harrison, and Ruth Harrison Annexation)

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

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

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

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

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

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

WHEREAS, on January 18, 2018, the Hyrum City Council received the required Notice of Certification from the City Recorder certifying that the annexation petition meets the requirements of State law; and

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

WHEREAS, a protest was filed in accordance with the provisions of Section 10-2-407, Utah Code Annotated, 1953, as amended; and

WHEREAS, the Cache County Boundary Commission held a public hearing to consider such protest on March 22, 2018 and determined the proposed annexation complied with Utah Code 10-2-402 and 10-2-403 and voted in favor of the proposed annexation; and

WHEREAS, the City Council on April 5, 2018 held the required public hearing after giving notice as required by law, and has determined annexation of said property is appropriate and desirable.

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

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

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

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

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

PART OF SECTIONS 9, 10, 15 AND 16, TOWNSHIP 10 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT THE CACHE COUNTY ALUMINUM CAP MONUMENT MARKING THE WEST QUARTER CORNER OF SAID SECTION 10 AND RUNNING THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10 SOUTH 89°45'09" EAST, A DISTANCE OF 701.26 FEET TO THE WEST LINE OF PARCEL 01-074-0002 PROJECTED; THENCE SOUTH 00°36'27" WEST, A DISTANCE OF 682.04 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF PARCEL 01-074-0003; THENCE SOUTH 89°53'15" EAST, A DISTANCE OF 668.27 FEET ALONG SAID NORTH LINE TO THE WEST LINE OF PARCEL 01-074-0004; THENCE NORTH 00°36'27" EAST, A DISTANCE OF 680.48 FEET TO THE NORTH LINE OF THE SAID SOUTHWEST QUARTER; THENCE SOUTH 89°45'12" EAST, A DISTANCE OF 1274.29 FEET ALONG SAID NORTH LINE TO THE SMITH REBAR AND CAP MARKING THE SOUTHEAST CORNER OF THE SAID SOUTHWEST QUARTER OF SECTION 10; THENCE SOUTH 89°45'06" EAST, A DISTANCE OF 706.14 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10 TO THE EAST LINE OF PARCEL 01-072-0002; THENCE ALONG THE EAST, SOUTH AND WEST LINES OF SAID PARCEL THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 00°57'46" WEST, A DISTANCE OF 1259.89 FEET; (2) SOUTH 03°54'46" WEST, A DISTANCE OF 38.11 FEET; (3) SOUTH 53°02'16" WEST, A DISTANCE OF 93.08 FEET; (4) NORTH 89°31'49" WEST, A DISTANCE OF 612.28 FEET; (5) NORTH 00°10'51" EAST, A DISTANCE OF 813.81 FEET TO THE SOUTH LINE OF PARCEL 01-074-0006; THENCE NORTH 89°45'09" WEST, A DISTANCE OF 839.56 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF PARCEL 01-074-0004;

THENCE ALONG THE WEST AND SOUTH LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES: (1) SOUTH 00°33'59" WEST, A DISTANCE OF 793.29 FEET; (2) NORTH 89°53'15" WEST, A DISTANCE OF 696.74 FEET MORE OR LESS TO THE EAST LINE OF PARCEL 01-074-0016; THENCE SOUTH 00°57'03" EAST, A DISTANCE OF 664.54 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF PARCEL 01-074-0015; THENCE ALONG THE NORTH AND EAST LINES THE FOLLOWING SEVEN (7) COURSES: (1) NORTH 89°31'04" EAST, A DISTANCE OF 366.78 FEET; (2) NORTH 89°11'18" EAST, A DISTANCE OF 744.13 FEET; (3) SOUTH 63°50'04" EAST, A DISTANCE OF 145.33 FEET; (4) SOUTH 82°17'03" EAST, A DISTANCE OF 294.98 FEET; (5) SOUTH 01°01'48" EAST, A DISTANCE OF 50.42 FEET; (6) SOUTH 87°25'07" EAST, A DISTANCE OF 64.34 FEET; (7) SOUTH 00°37'53" WEST, A DISTANCE OF 524.53 FEET MORE OR LESS TO THE SOUTH LINE OF THE SAID SOUTHEAST QUARTER; THENCE SOUTH 89°58'35" WEST, ALONG SAID SOUTH LINE A DISTANCE OF 66.55 FEET TO THE CACHE COUNTY ALUMINUM CAP MONUMENT MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE SOUTH 00°17'08" WEST, A DISTANCE OF 31.50 FEET; THENCE NORTH 89°52'54" WEST, A DISTANCE OF 490.82 FEET TO THE EAST LINE OF PARCEL 01-079-0005; THENCE NORTH 00°17'08" EAST, A DISTANCE OF 30.30 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH 89°58'41" WEST, A DISTANCE OF 495.64 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 00°11'25" EAST, A DISTANCE OF 23.82 FEET; THENCE NORTH 89°40'45" WEST, A DISTANCE OF 657.30 FEET TO THE EAST LINE OF PARCEL 01-079-0003; THENCE ALONG THE EAST, SOUTH AND WEST LINES OF SAID PARCEL THE FOLLOWING THREE (3) COURSES: (1) SOUTH 00°31'18" WEST, A DISTANCE OF 1300.17 FEET; (2) SOUTH 89°58'41" WEST, A DISTANCE OF 330.09 FEET; (3) NORTH 00°39'02" EAST, A DISTANCE OF 1320.09 FEET TO THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER; THENCE SOUTH 89°58'42" WEST, A DISTANCE OF 341.46 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF PARCEL 01-074-0015 PROJECTED SOUTHERLY; THENCE NORTH 00°36'54" EAST, A DISTANCE OF 418.40 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF PARCEL 01-074-0010; THENCE NORTH 89°42'02" WEST, A DISTANCE OF 351.63 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF THE SAID SOUTHWEST QUARTER; THENCE SOUTH 00°36'22" WEST, A DISTANCE OF 87.27 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF PARCEL 01-071-0006; THENCE NORTH 89°26'29" WEST, A DISTANCE OF 264.00 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF PARCEL 01-071-0008; THENCE SOUTH 00°36'22" WEST, A DISTANCE OF 333.09 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTH 89°26'29" EAST, A DISTANCE OF 264.00 FEET ALONG SAID SOUTH LINE TO THE CACHE COUNTY ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF THE SAID SOUTHEAST QUARTER; THENCE SOUTH 00°39'03" WEST, A DISTANCE OF 1320.00 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16 TO THE SOUTH LINE OF PARCEL 01-080-0019; THENCE NORTH 89°26'29" WEST, A DISTANCE OF 1320.00 FEET ALONG THE SOUTH LINE OF PARCELS 01-080-0019 AND 01-080-0016 TO THE SOUTHWEST CORNER OF SAID PARCEL 01-080-0016; THENCE NORTH 00°39'25" EAST, A

DISTANCE OF 1320.00 FEET ALONG THE WEST LINE OF SAID PARCEL TO THE NORTH LINE OF THE SAID SOUTHEAST QUARTER AND THE WEST LINE OF PARCEL 01-071-0007; THENCE NORTH 00°36'24" EAST, A DISTANCE OF 666.18 FEET ALONG THE WEST LINE OF SAID PARCEL 01-071-0007 AND PARCEL 01-071-0006 TO THE NORTHWEST CORNER OF SAID PARCEL 01-071-0006; THENCE SOUTH 89°26'29" EAST, A DISTANCE OF 1319.85 FEET ALONG SAID NORTH LINE TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00°36'18" EAST, A DISTANCE OF 1158.69 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF PARCEL 01-071-0002 PROJECTED EAST; THENCE ALONG THE SOUTH AND WEST LINES OF SAID PARCEL THE FOLLOWING TWO (2) COURSES: (1) NORTH 89°28'47" WEST, A DISTANCE OF 2002.10 FEET; (2) NORTH 00°25'44" EAST, A DISTANCE OF 833.06 FEET MORE OR LESS TO THE NORTH LINE OF THE SAID SOUTHEAST QUARTER; THENCE SOUTH 89°51'20" EAST, A DISTANCE OF 2004.76 FEET TO THE POINT OF BEGINNING.
CONTAINING 239.31 ACRES.

SECTION 3. That the real property described in Section 2 above shall be classified as being in the Residential R-2 Zone (with special conditions as outlined in the attached annexation agreements) in accordance with the provisions of Section 17.20.030 of the Hyrum City Municipal Code and the zoning map of Hyrum City shall be amended to include the real property described above.

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

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

ADOPTED AND PASSED by the Hyrum City Council this 21st day of June, 2018.

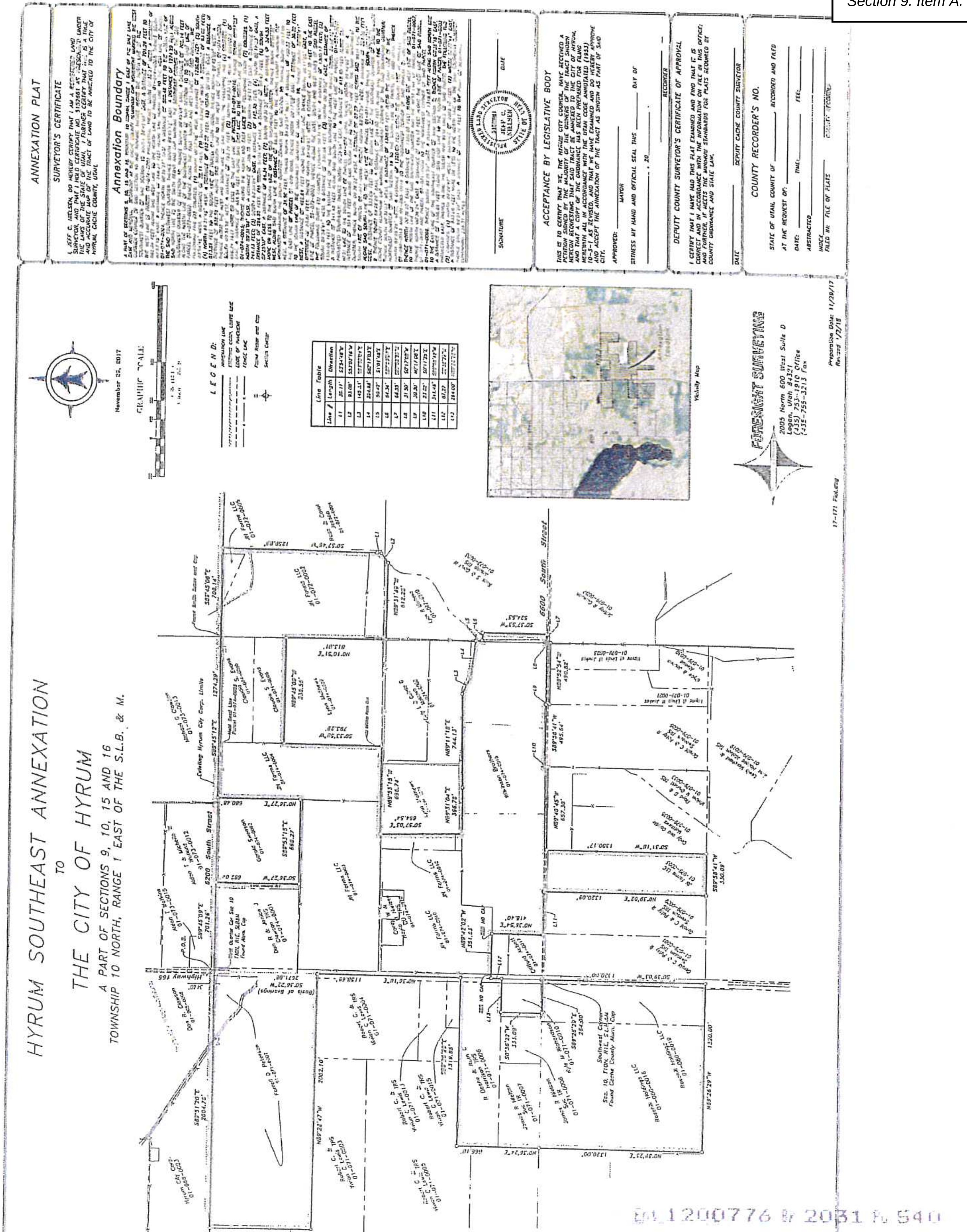
HYRUM CITY

BY: Stephanie Miller
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
Stephanie Fricke
City Recorder

Posted: July 12, 2018


HYRUM SOUTHEAST ANNEXATION
TO
THE CITY OF HYRUM
A PART OF SECTIONS 9, 10, 15 AND 16
TOWNSHIP 10 NORTH, RANGE 1 EAST OF THE S.L.B. & M.
ANNEXATION PLAT
SURVEYOR'S CERTIFICATE
Annexation Boundary
ACCEPTANCE BY LEGISLATIVE BODY
DEPUTY COUNTY SURVEYOR'S CERTIFICATE OF APPROVAL
COUNTY RECORDER'S NO.
L E G E N D
Line Table
Vicinity Map
November 25, 2017
6600 South Street
8200 South Street
Highway 165
2005 North 600 West Suite D
Logan, Utah 84321
Ent 1200776 Bk 2031 Pg 540

SOUTHEAST ANNEXATION
CLAUDIA EVANS AGREEMENT

THIS AGREEMENT, made and entered into this 17 day of June 2018, 2018 by and between Hyrum City, a Utah municipal corporation, and Claudia S. Evans, owner of real property adjacent to the municipal limits of Hyrum City, and sponsors of the petition to annex said property (collectively referred to as "APPLICANT")

WITNESSETH:

WHEREAS, APPLICANT is the owner of ten (10.00) acres of real property, which property bears Cache County Tax Number 01-071-0005 and 01-071-0006, and is more particularly described hereafter; and

Em 1200776 Bk 2031 Pg 541

WHEREAS, on January 23, 2018, APPLICANT filed a petition and map pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (UCA), requesting annexation of said parcel into the municipal limits of Hyrum City; and

WHEREAS, on January 4, 2018, said petition was accepted by resolution of the Hyrum City Council; and

WHEREAS, on January 18, 2018, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on April 5, 2018, after providing proper notice to the public as required by Section 10-2-407 UCA, the Hyrum City Council held a public hearing to consider annexation of said property; and

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

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

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

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

PARCEL 01-071-0005 - BEG AT A PT 1 RD S OF NE COR OF N/2OF SW/4 SEC 10 T 10N R 1E, S 260.7 FT W 50 & 2/3 RDS N 260.7 FT E 50 & 2/3 RDS TO BEG. CONT. 5 AC. A1738

PARCEL 01-071-0006 - ALL THAT PART OF N/2 OF SW/4 OF SEC 10 T 10N R 1E: BEG 260.7 FT S OF A PT 1 RD S OF NE COR OF SW/4 SEC 10, S 260.7 FT W 50 & 2/3 RDS N 260.7 FT E 50 & 2/3 RDS TO BEG CONT 5 AC

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

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3. **ZONING.** Zoning of subject property shall be Residential R-2.

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

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

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

6. **WASTEWATER COLLECTION.** Applicant and/or developers will be responsible to install sewer mains connecting development on this property to the municipal collection lines.

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

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

8. **TRANSPORTATION.** Applicant and/or developers of the site will be required to have ingress/egress access locations as required by Hyrum City's engineer.

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

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

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

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

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

representation or warranty, other than those contained herein, in executing this AGREEMENT.

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

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

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

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

HYRUM CITY

By _____
Stephanie Miller
Mayor

Entry 1200776 Bk 2031 Pg 544

Attest:

_____
Stephanie Fricke
City Recorder

APPLICANTS:

_____
Claudia S. Evans

Witness:

_____

SOUTH EAST ANNEXATION
MAX WILKINSON, TIM WILKINSON, AND DANE WILKINSON AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of June, 2018 by and between Hyrum City, a Utah municipal corporation, and Max Wilkinson, Tim Wilkinson, and Dane Wilkson, owners of real property adjacent to the municipal limits of Hyrum City, and sponsors of the petition to annex said property (collectively referred to as "APPLICANT")

WITNESSETH:

WHEREAS, APPLICANT is the owner of seventy four and 73/100 (74.73) acres of real property, which property bears Cache County Tax Numbers 01-074-0015, 01-080-0019, and 01-080-0016 and is more particularly described hereafter; and

WHEREAS, on January 3, 2018, APPLICANT filed a petition and map pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (UCA), requesting annexation of said parcel into the municipal limits of Hyrum City; and

WHEREAS, on January 4, 2018, said petition was accepted by resolution of the Hyrum City Council; and

WHEREAS, on January 18, 2018, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on April 5, 2018, after providing proper notice to the public as required by Section 10-2-407 UCA, the Hyrum City Council held a public hearing to consider annexation of said property; and

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

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

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

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

SOUTH EAST ANNEXATION
MAX WILKINSON, TIM WILKINSON, AND DANE WILKINSON AGREEMENT

Parcel 01-074-0015 - BEG AT SW COR SEC 10 T 10N R 1E & TH N 9.8 FT TH E 351.24 FT TO TRUE POB TH N 0*24'36" E 408.22 FT TH N 89*46'40" E 206.75 FT TH N 3*32'45" E 247.31 FT TH N 89*18'46" E 925.05 FT TH N 88*59' E 744.13 FT TH S 64*02'22" E 145.33 FT TH S 82*29'21" E 294.98 FT ALG S SIDE OF EAST CANAL TH S 1*14'06" E 50.42 FT TH S 87*37'25" E 64.34 FT TH S 0*25'35" W 536.52 FT TH N 89*43'13" W 2378.48 FT TO TRUE POB CONT 34.73 AC M/B SEE BNDRY LN DESC IN ENT 1077088: BEG AT SW COR OF SEC 10 T 10N R 1E & TH N0*24'09''E 420.22 FT TO TRUE POB TH S89*54'20''E 558.43 FT TO N LN OF PARCEL 0015 TH ALG SD PARCEL IN 2 COURSES: N3*32'45''E 247.31 FT & N89*18'46''E 426.56 FT TO E LN OF PARCEL 0010 TH N89*18'46''E 131.71 FT TO E LN OF PARCEL 0016 TO END

Parcel 01-080-0019 - E/2 OF E/2 OF LOT 26 SEC 16 T 10N R 1E CONT 10 AC

Parcel 01-080-0016 - THE W 3/4 OF LT 26 BEING W 3/4 OF NE/4 OF NE/4 OF SEC 16 T 10N R 1E CONT 30 AC

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

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3. **ZONING.** Zoning of subject property shall be Residential R-2 with the following restrictions:

1. Property south of 6300 South must comply with Hyrum City's Municipal Code for Residential R-2 Zoning - in addition to meeting the requirements of the R-2 Zoning all lots must be a minimum size of 14,520 feet, and a minimum frontage of 99 feet; and
2. All lots adjacent to the current existing boundaries of mink sheds must have a 100 foot buffer zone from the mink shed to the main dwelling (the right-of-way for the 6400 South road may be included in the 100' buffer zone).

Applicant and/or Developer may request variances or waivers of these restrictions from the Hyrum City Council.

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

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

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

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

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

Applicant and/or developers of the site will be responsible to install culinary water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development. Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

8. **WASTEWATER COLLECTION.** APPLICANT and/or developers will be responsible (including all costs) to install sewer mains

connecting development on this property to the municipal collections lines including lift stations if necessary.

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

Applicant and/or developers of the site will be responsible to install wastewater mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development. Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

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Only upon approval by the Hyrum City Council may the requirement for extension and connection to the sewer main line be waived. If the City Council agrees to waive the requirement for extension based upon distance of main line from the development the applicant and/or developer will still be required to install wastewater collection main and homes be plumbed with connection to the wastewater collection system. If development occurs within 300 feet of an active or installed collection system along exiting right-of-way the wastewater collection line must be installed and connected to existing piping. Impact fees for wastewater must be paid at the time a building permit is issued for a main residence on the building lot even though the connection is not available at that time.

If the Applicant and/or developer extends the sewer main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost. This agreement must be approved by the City Council before the line extension occurs.

9. **IRRIGATION.** Hyrum City reserves the right to limit the area served by the Municipal Piped Irrigation System and has the right to restrict outside watering to service provided through the municipal culinary distribution system.
Applicant and/or developers of the site will be responsible to install pressurized irrigation water mains extending from a point of junction with the main line to the property at a size

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

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

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

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

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

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

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12. **TRANSPORTATION.** APPLICANT understands and agrees that development on this property requiring access onto Highway 165 will need approval from the CMPO and UDOT to change land use on a state road and gain access to it. Section 16.20.150(G) of the Hyrum City Municipal Code prohibits backyards from facing Highway 165. APPLICANT understands that subdivisions must be planned so that houses face the highway.

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

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

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

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

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

Ent 1200776 Bk 2031 Pg 550

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

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

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

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

HYRUM CITY

SOUTH EAST ANNEXATION
MAX WILKINSON, TIM WILKINSON, AND DANE WILKINSON AGREEMENT

By _____
Stephanie Miller
Mayor

Attest:

_____
Stephanie Fricke
City Recorder

APPLICANTS:

_____
Max Wilkinson

_____
Tim Wilkinson

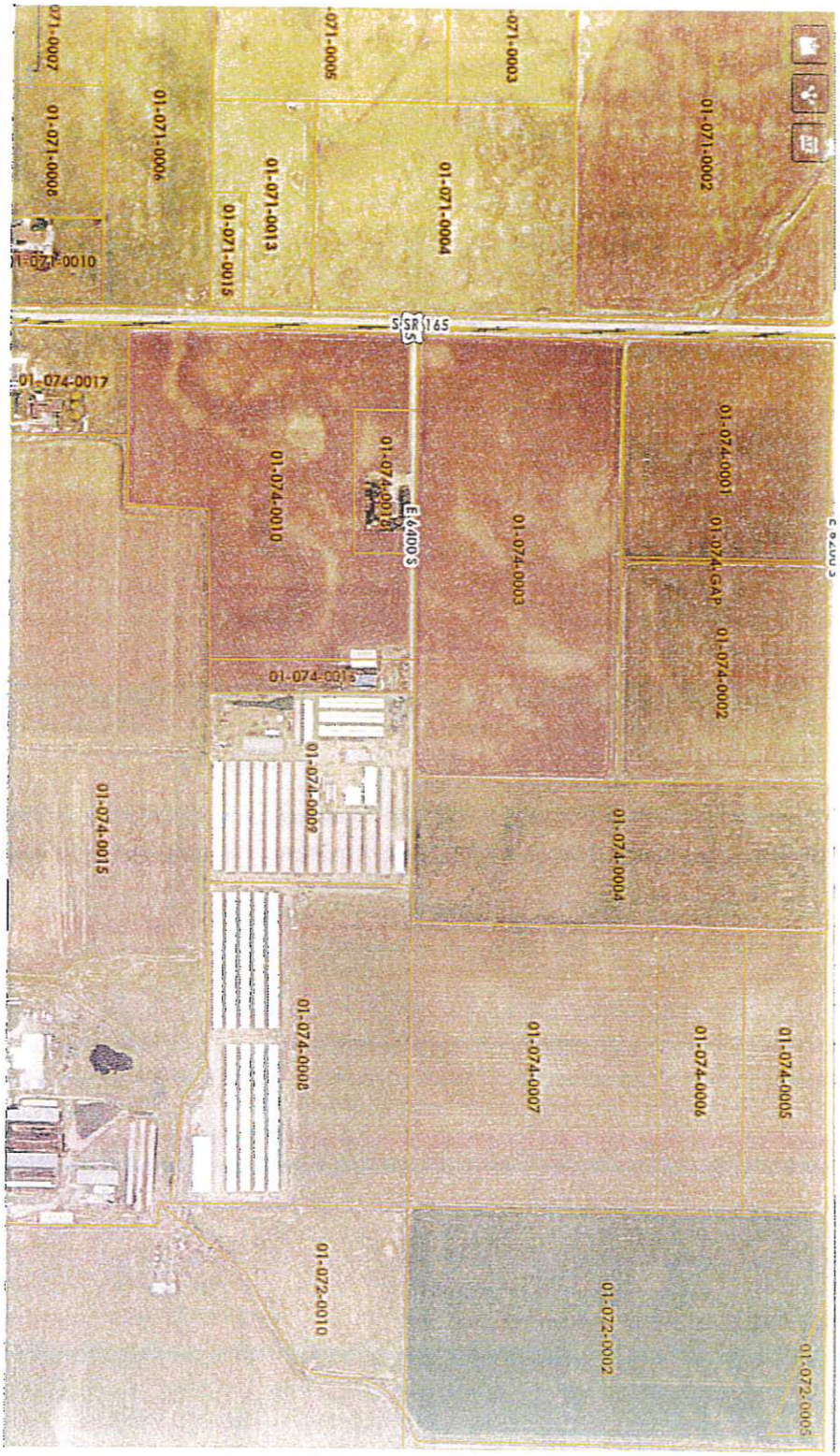
_____
Dane Wilkison

Witness:

_____

Ent 1200776 Bk 2031 Pg 551

MAP OF EXISTING MINK RANCH SHEDS



NORTH

Ent 1200776 Bk 2031 Pg 552

SOUTHEAST ANNEXATION
JANICE CLAWSON AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of June, 2018 by and between Hyrum City, a Utah municipal corporation, and Janice J. Clawson, owner of real property adjacent to the municipal limits of Hyrum City, and sponsors of the petition to annex said property (collectively referred to as "APPLICANT")

WITNESSETH:

WHEREAS, APPLICANT is the owner of ten (10.00) acres of real property, which property bears Cache County Tax Number 01-074-0001, and is more particularly described hereafter; and

WHEREAS, on January 23, 2018, APPLICANT filed a petition and map pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (UCA), requesting annexation of said parcel into the municipal limits of Hyrum City; and

WHEREAS, on January 4, 2018, said petition was accepted by resolution of the Hyrum City Council; and

WHEREAS, on January 18, 2018, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on April 5, 2018, after providing proper notice to the public as required by Section 10-2-407 UCA, the Hyrum City Council held a public hearing to consider annexation of said property; and

Ent 1200776 Bk 2031 Pg 553

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

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

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

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

PARCEL 01-074-0001 0 BEG AT NW COR SW/4 SEC 10 T 19N R 1E, E 10 CHS S 10 CHS W 10 CHS N 10 CHS TO BEG 10 AC

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

3. **ZONING.** Zoning of subject property shall be Residential R-2.

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

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

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

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

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

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

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

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

8. **WASTEWATER COLLECTION.** Applicant and/or developers will be responsible to install sewer mains connecting development on this property to the municipal collection lines.

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

Ent 1200776 Bk 2031 Pg 555

9. **IRRIGATION.** Hyrum City reserves the right to limit the area served by the Municipal Piped Irrigation System and has the right to restrict outside watering to service provided through the municipal culinary distribution system.
Applicant and/or developers of the site will be responsible to install pressurized irrigation water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development.

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

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

11. **ELECTRIC.** APPLICANT and/or developers will be responsible (including all costs) to install electrical main lines,

transformers, etc. connecting and servicing development on this property to the municipal distribution lines.

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

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

12. **TRANSPORTATION.** APPLICANT understands and agrees that development on this property requiring access onto Highway 165 will need approval from the CMPO and UDOT to change land use on a state road and gain access to it. Section 16.20.150(G)of the Hyrum City Municipal Code prohibits backyards from facing Highway 165. APPLICANT understands that subdivisions must be planned so that houses face the highway.

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

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

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

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

16. **ENTIRE AGREEMENT.** This AGREEMENT, and the exhibits thereto, constitute and represent the entire agreement of the

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

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

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

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

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

HYRUM CITY

By _____
Stephanie Miller
Mayor

Attest:

_____
Stephanie Fricke
City Recorder

Ent 1200776 Bk 2031 Pg 557

APPLICANT:

SOUTHEAST ANNEXATION JANICE CLAWSON AGREEMENT

Janice L. Clawson

Witness:

Ent 1200776 Bk 2031 Pg 558

SOUTH EAST ANNEXATION
FARRELL D. AND CAROL DEE PETERSEN AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of June, 2018 by and between Hyrum City, a Utah municipal corporation, and Farrell D. and Carol Dee Petersen, husband and wife, owners of real property adjacent to the municipal limits of Hyrum City, and sponsors of the petition to annex said property (collectively referred to as "APPLICANT")

WITNESSETH:

WHEREAS, APPLICANT is the owner of thirty-seven and 25/100 (37.25) acres of real property, which property bears Cache County Tax Number 01-071-0002, and is more particularly described hereafter; and

WHEREAS, on January 23, 2018, APPLICANT filed a petition and map pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (UCA), requesting annexation of said parcel into the municipal limits of Hyrum City; and

WHEREAS, on January 4, 2018, said petition was accepted by resolution of the Hyrum City Council; and

WHEREAS, on January 18, 2018, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

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WHEREAS, on April 5, 2018, after providing proper notice to the public as required by Section 10-2-407 UCA, the Hyrum City Council held a public hearing to consider annexation of said property; and

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

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

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

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

SOUTH EAST ANNEXATION
FARRELL D. AND CAROL DEE PETERSEN AGREEMENT

Parcel 01-071-0002 - BEG 110 RDS N OF SE COR SEC 9 T 10N R 1E W 120 RDS N 50 RDS E 120 RDS S 50 RDS TO BEG CONT 37.5 AC LESS: BEG AT E/4 COR SEC 9 T 10N R 1E & TH S89*54'47''W 588.91 FT ALG N LN OF SE/4 SEC 9 TO TRUE POB S37*23'54''W 13.65 FT TH N89*50'39''W 1407.56 FT TH N0*11'38''E 4.86 FT TH N89*54'47''E 1415.83 FT ALG N LN OF SE/4 SEC 9 TO TRUE POB (PT 01-068-0003) CONT 0.25 AC NET 37.25 AC

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

3. **ZONING.** Zoning of subject property shall be Residential R-2.

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

Ent 1200776 Bk 2031 Pg 560

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

5. **ENVIRONMENTAL CONCERNS.** Said real property lies proximate to the city's municipal irrigation ponds, pump houses, and emergency diesel generator. The APPLICANT hereby agrees to include a statement on the recorded plat as well as provide any other documents necessary to give actual notice to any potential buyers of these conditions and their impact on residential neighborhoods.

6. **UTILITY SERVICE EXTENSION AND IMPACT FEES.** With respect to the development of said property, APPLICANT agrees to comply with City ordinances and regulations for extension of utility

services, including payment of impact, connection, and other fees currently in effect or as amended.

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

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

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

Ent 1200776 Bk 2031 Pg 561

8. **WASTEWATER COLLECTION.** The direction of wastewater flow has not been determined at this point. Hyrum City will require sewer service from this property be connected to the main sewer line on 800 East, and may or may not allow connection at a different sewer line location.

APPLICANT and/or developers will be responsible to install sewer mains connecting development on this property to the municipal collections lines without the necessity of lift stations.

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

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

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

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

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

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

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

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

Ent 1200776 Bk 2031 Pg 562

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

APPLICANT understands and agrees that development on this property requiring access onto Highway 165 will need approval from the CMPO and UDOT to change land use on a state road and gain access to it. Section 16.20.150(G)of the Hyrum City Municipal Code prohibits backyards from facing Highway 165. APPLICANT understands that subdivisions must be planned so that houses face the highway.

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

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

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

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

Ent 1200776 Bk 2031 Pg 563

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

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

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

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

HYRUM CITY

SOUTH EAST ANNEXATION
FARRELL D. AND CAROL DEE PETERSEN AGREEMENT

By _____
Stephanie Miller
Mayor

Attest:

_____
Stephanie Fancke
City Recorder

APPLICANTS:

_____
Farrell D. Petersen

_____
Carol Dee Petersen

Witness:

_____

Ent 1200776 Bk 2031 Pg 564

SOUTH EAST ANNEXATION
COREY AND KAYLA NIELSEN AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of June, 2018 by and between Hyrum City, a Utah municipal corporation, and Corey and Kayla Nielsen, husband and wife, owners of real property adjacent to the municipal limits of Hyrum City, and sponsors of the petition to annex said property (collectively referred to as "APPLICANT")

WITNESSETH:

WHEREAS, APPLICANT is the owner of two and 00/100 (2.00) acres of real property, which property bears Cache County Tax Number 01-074-0018 and is more particularly described hereafter; and

WHEREAS, on January 3, 2018, APPLICANT filed a petition and map pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (UCA), requesting annexation of said parcel into the municipal limits of Hyrum City; and

WHEREAS, on January 4, 2018, said petition was accepted by resolution of the Hyrum City Council; and

WHEREAS, on January 18, 2018, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on April 5, 2018, after providing proper notice to the public as required by Section 10-2-407 UCA, the Hyrum City Council held a public hearing to consider annexation of said property; and

Ent 1200776 Bk 2031 Pg 565

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

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

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

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

SOUTH EAST ANNEXATION
COREY AND KAYLA NIELSEN AGREEMENT

Parcel 01-074-0018 - BEG AT PT 20 CHS N & 240 FT E OF SW COR SEC 10 T 10N R 1E & TH E 435.5 FT TH S 200 FT TH W 435.5 FT TH N 200 F M/L TO POB - SUBJ TO & WITH ROAD R/W ON N 1 RD OF PROP - ALSO R/W BEG AT PT 20 CHS N OF SW COR SEC 10 & TH E 240 FT TH S 16.5 FT TH W 240 FT TH N 16.50 FT TO POB CONT 2.0 AC

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

3. **ZONING.** Zoning of subject property shall be Residential R-2 with the following restrictions:

1. This property must comply with Hyrum City's Municipal Code for Residential R-2 Zoning - in addition to meeting the requirements of the R-2 Zoning all lots must be a minimum size of 14,520 feet, and have a minimum frontage of 99 feet; and
3. All lots adjacent to the current existing boundaries of mink sheds must have a 100 foot buffer zone from the mink shed to the main dwelling (the right-of-way for the 6400 South road may be included in the 100' buffer zone).

Ent 1200776 Bk 2031 Pg 566

Applicant and/or Developer may request variances or waivers of these restrictions from the Hyrum City Council.

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

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

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

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

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

Ent 1200776 Bk 2031 Pg 567

Applicant and/or developers of the site will be responsible to install culinary water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development. Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

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

Sewage from this property ultimately will flow into the sewer main on 300 South. The city will analyze the potential capacity of the sewer main on 300 South to determine a timetable for enlargement and cost recovery measures. Development of this property will not be approved until the sewer main lines have been accurately assessed to determine the City's current and future needs.
Applicant and/or developers of the site will be responsible to install wastewater mains extending from a point of junction with

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

Only upon approval by the Hyrum City Council may the requirement for extension and connection to the sewer main line be waived. If the City Council agrees to waive the requirement for extension based upon distance of main line from the development the applicant and/or developer will still be required to install wastewater collection main and homes be plumbed with connection to the wastewater collection system. If development occurs within 300 feet of an active or installed collection system along exiting right-of-way the wastewater collection line must be installed and connected to existing piping. Impact fees for wastewater must be paid at the time a building permit is issued for a main residence on the building lot even though the connection is not available at that time.

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If the Applicant and/or developer extends the sewer main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost. This agreement must be approved by the City Council before the line extension occurs.

9. **IRRIGATION.** Hyrum City reserves the right to limit the area served by the Municipal Piped Irrigation System and has the right to restrict outside watering to service provided through the municipal culinary distribution system.
Applicant and/or developers of the site will be responsible to install pressurized irrigation water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development.

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

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

11. ELECTRIC. APPLICANT and/or developers will be responsible (including all costs) to install electrical main lines, transformers, etc. connecting and servicing development on this property to the municipal distribution lines.
Applicant and/or developers of the site will be responsible to install electrical distribution lines extending from a point of junction with the main line to the property as specified by the City necessary to serve future development.

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

12. TRANSPORTATION. APPLICANT understands and agrees that development on this property requiring access onto Highway 165 will need approval from the CMPO and UDOT to change land use on a state road and gain access to it. Section 16.20.150(G)of the Hyrum City Municipal Code prohibits backyards from facing Highway 165. APPLICANT understands that subdivisions must be planned so that houses face the highway.

Ent 1200776 Bk 2031 Pg 569

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

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

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

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

SOUTH EAST ANNEXATION
COREY AND KAYLA NIELSEN AGREEMENT

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

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

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

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

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

HYRUM CITY

By Stephanie Miller
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

APPLICANTS:

Corey W. Nielsen

Kayla Nielsen, Trustee

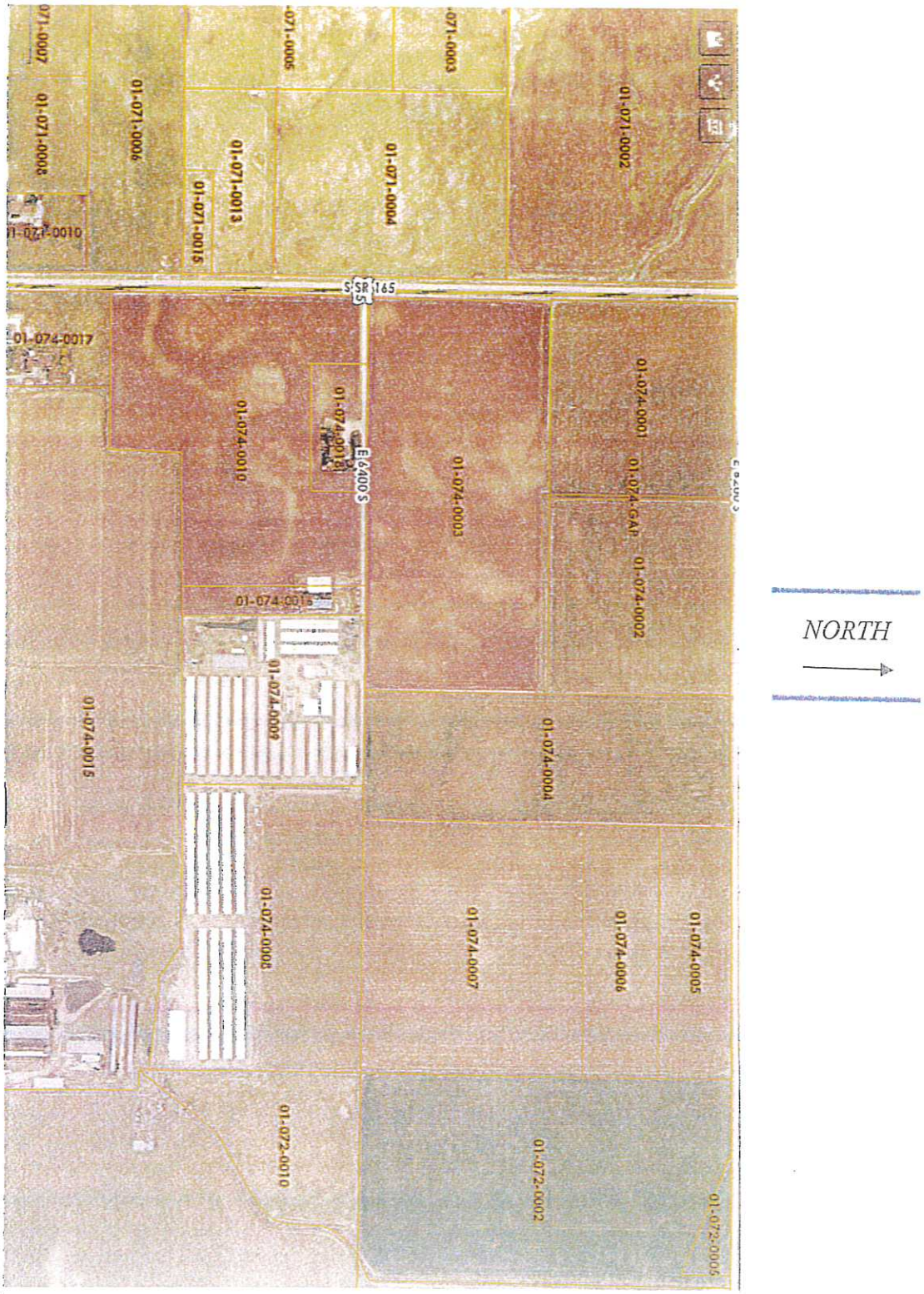
Kayla Nielsen

Witness:

Kathy Nielsen

Ent 1200776 Bk 2031 Pg 571

MAP OF EXISTING MINK RANCH SHEDS



Ent 1200776 B 2031 Pg 572

SOUTH EAST ANNEXATION
COREY W. NIELSEN AND TRACY NIELSEN AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of June, 2018 by and between Hyrum City, a Utah municipal corporation, and Corey W. Nielsen and Tracy Nielsen, owners of real property adjacent to the municipal limits of Hyrum City, and sponsors of the petition to annex said property (collectively referred to as "APPLICANT")

WITNESSETH:

WHEREAS, APPLICANT is the owner of seventy-eight and 94/100 (78.94) acres of real property, which property bears Cache County Tax Numbers 01-074-0004, 01-072-0005, 01-072-0002, 01-074-0003, 01-074-0016, 01-074-0010, and 01-079-0003, and is more particularly described hereafter; and

WHEREAS, on January 3, 2018, APPLICANT filed a petition and map pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (UCA), requesting annexation of said parcel into the municipal limits of Hyrum City; and

WHEREAS, on January 4, 2018, said petition was accepted by resolution of the Hyrum City Council; and

WHEREAS, on January 18, 2018, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on April 5, 2018, after providing proper notice to the public as required by Section 10-2-407 UCA, the Hyrum City Council held a public hearing to consider annexation of said property; and

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

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

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

SOUTH EAST ANNEXATION
COREY W. NIELSEN AND TRACY NIELSEN AGREEMENT

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

PARCEL 01-074-0004 - BEG 1 RD S & 83 RDS E OF THE NW CORN/2 SW/4 SEC 10 T 10N R 1E, E 26 1/3 RDS S 79 RDS W 26 1/3 RDS N 79 RDS TO BEG 13 AC A1740

PARCEL 01-072-0005 - BEG 15 RDS E OF NW COR SE/4 SEC 10 T 10N R 1E & TH E 25 RDS TH S 11 RDS TH NW'LY TO BEG CONT 0.86 AC SEE BNDRY LN DESC IN ENT 1077091 & 1080181: BEG AT SE COR SEC 10 T 10N R 1E & TH S89*46'24''W 2663.19 FT TH N0*00'46''W 1306.66 FT TO TRUE POB TH S89*44'07''E 612.55 FT TH N52*49'58''E 93.08 FT TH N3*42'28''E 38.11 FT TH N0*45'28''E 1259.86 FT TO END

PARCEL 01-072-0002 - BEG AT NW COR SE/4 SEC 10 T 10N R 1E S 20 CH E 10 CH N 69 RD TO OBRAY CANAL NWLY ALG CANAL TO PT 15 RD E OF BEG W 15 RD TO BEG CONT. 18.25 ACRES A1736 SEE BNDRY LN DESC IN ENT 1077091 & 1080181: BEG AT SE COR SEC 10 T 10N R 1E & TH S89*46'24''W 2663.19 FT TH N0*00'46''W 1306.66 FT TO TRUE POB TH S89*44'07''E 612.55 FT TH N52*49'58''E 93.08 FT TH N3*42'28''E 38.11 FT TH N0*45'28''E 1259.86 FT TO END

PARCEL 01-074-0003 - BEG 2 RDS E OF SW COR OF N/2 OF SW/4 SEC 10 T 10N R 1E, N 39.5 RDS E 81 RDS S 39.5 RDS W 81 RDS TO BEG 20 AC

PARCEL 01-074-0016 - BEG 20 CHS N & 23.35 CHS W OF SE COR OF SW/4 SEC 10 10N R 1E W 1.73 CHS S 9.25 CHS E 1.98 CHS TO BEG CONT 1.70 AC SEE BNDRY LN DESC IN ENT 1077088: BEG AT SW COR OF SEC 10 T 10N R 1E & TH N0*24'09''E 420.22 FT TO TRUE POB TH S89*54'20''E 558.43 FT TO N LN OF PARCEL 0015 TH ALG SD PARCEL IN 2 COURSES: N3*32'45''E 247.31 FT & N89*18'46''E 426.56 FT TO E LN OF PARCEL 0010 TH N89*18'46''E 131.71 FT TO E LN OF PARCEL 0016 TO END

Ent 1200776 Bk 2031 Pg 574

PARCEL 01-074-0010 - BEG 6.32 CHS N OF SW COR SEC 10 T 10N R 1E & TH N 13.68 CHS TH E 240 FT TH S 200 FT TH E 435.5 FT TH N 200 FT TH E 322.42 FT TH S 9.25 CHS TH W 8.38 CHS TO FORMER IRRIG CANAL TH S'LY ALG SD FORMER CANAL TO PT 7.88 CHS E OF BEG TH W 7.88 CHS TO BEG CONT 15.39 AC SUBJ TO R/W OVER THE N 1 RD THEREOF SEE BNDRY LN DESC IN ENT 1077088: BEG AT SW COR OF SEC 10 T 10N R 1E & TH N0*24'09''E 420.22 FT TO TRUE POB TH S89*54'20''E 558.43 FT TO N LN OF PARCEL 0015 TH ALG SD PARCEL IN 2 COURSES: N3*32'45''E 247.31 FT & N89*18'46''E 426.56 FT TO E LN OF PARCEL 0010 TH N89*18'46''E 131.71 FT TO E LN OF PARCEL 0016 TO END

PARCEL 01-079-0003 - BEG AT A PT 42 RDS E OF NW COR OF SEC 15 T 10N R 1E E 20 RDS S 80 RDSW 20 RDS N 80 RDS TO BEG 10 AC 10 AC A1783

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

3. **ZONING.** Zoning of subject property shall be Residential R-2 with the following restrictions:

1. Property north of 6300 North will have no additional restrictions but must comply with Hyrum City's Municipal Code for Residential R-2 Zoning;
2. Property south of 6300 North must comply with Hyrum City's Municipal Code for Residential R-2 Zoning- in addition to meeting the requirements of the R-2 Zoning all lots must be a minimum size of 14,520 feet, and a minimum frontage of 99 feet; and
3. All lots adjacent to the current existing boundaries of mink sheds must have a 100 foot buffer zone from the mink shed to the main dwelling (the right-of-way for the 6400 South road may be included in the 100' buffer zone).

E# 1200776 Bk 2031 Pg 575

Applicant and/or Developer may request variances or waivers of these restrictions from the Hyrum City Council.

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

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

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

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

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

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Applicant and/or developers of the site will be responsible to install culinary water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development. Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

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

Sewage from this property ultimately will flow into the sewer main on 300 South. The city will analyze the potential capacity of the sewer main on 300 South to determine a timetable for enlargement and cost recovery measures. Development of this property will not be approved until the sewer main lines have been accurately assessed to determine the City's current and future needs.
Applicant and/or developers of the site will be responsible to install wastewater mains extending from a point of junction with

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

Only upon approval by the Hyrum City Council may the requirement for extension and connection to the sewer main line be waived. If the City Council agrees to waive the requirement for extension based upon distance of main line from the development the applicant and/or developer will still be required to install wastewater collection main and homes be plumbed with connection to the wastewater collection system. If development occurs within 300 feet of an active or installed collection system along exiting right-of-way the wastewater collection line must be installed and connected to existing piping. Impact fees for wastewater must be paid at the time a building permit is issued for a main residence on the building lot even though the connection is not available at that time.

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If the Applicant and/or developer extends the sewer main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost. This agreement must be approved by the City Council before the line extension occurs.

9. **IRRIGATION.** Hyrum City reserves the right to limit the area served by the Municipal Piped Irrigation System and has the right to restrict outside watering to service provided through the municipal culinary distribution system.
Applicant and/or developers of the site will be responsible to install pressurized irrigation water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development.

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

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

11. ELECTRIC. APPLICANT and/or developers will be responsible (including all costs) to install electrical main lines, transformers, etc. connecting and servicing development on this property to the municipal distribution lines.
Applicant and/or developers of the site will be responsible to install electrical distribution lines extending from a point of junction with the main line to the property as specified by the City necessary to serve future development.

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

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12. TRANSPORTATION. APPLICANT understands and agrees that development on this property requiring access onto Highway 165 will need approval from the CMPO and UDOT to change land use on a state road and gain access to it. Section 16.20.150(G)of the Hyrum City Municipal Code prohibits backyards from facing Highway 165. APPLICANT understands that subdivisions must be planned so that houses face the highway.

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

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

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

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

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

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

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

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

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

HYRUM CITY

By Stephanie Miller
Stephanie Miller
Mayor

Attest:

Stephanie Fricke
City Recorder

APPLICANTS:

SOUTH EAST ANNEXATION
COREY W. NIELSEN AND TRACY NIELSEN AGREEMENT

Corey W. Nielsen, Member
Corey W. Nielsen

Tracy Nielsen, Member
Tracy Nielsen

Witness:

Ent 1200776 Bk 2031 Pg 580

MAP OF EXISTING MINK RANCH SHEDS

Ent 1200776 Bk 2031 Pg 581

SOUTH EAST ANNEXATION
DEANE AND RUTH HARRISON AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of June, 2018 by and between Hyrum City, a Utah municipal corporation, and R. Deane Harrison and Ruch C. Harrison, husband and wife, owners of real property adjacent to the municipal limits of Hyrum City, and sponsors of the petition to annex said property (collectively referred to as "APPLICANT")

WITNESSETH:

WHEREAS, APPLICANT is the owner of ten and 00/100 (10.00) acres of real property, which property bears Cache County Tax Number 01-071-0006 and is more particularly described hereafter; and

WHEREAS, on January 23, 2018, APPLICANT filed a petition and map pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (UCA), requesting annexation of said parcel into the municipal limits of Hyrum City; and

WHEREAS, on January 4, 2018, said petition was accepted by resolution of the Hyrum City Council; and

WHEREAS, on January 18, 2018, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on April 5, 2018, after providing proper notice to the public as required by Section 10-2-407 UCA, the Hyrum City Council held a public hearing to consider annexation of said property; and

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

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

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

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

SOUTH EAST ANNEXATION
DEANE AND RUTH HARRISON AGREEMENT

PARCEL 01-071-0006 - BEG 20 RDS N OF SE COR SEC 9 T 10N R 1E, W 80 RDS N 20 RDS E 80 RDS S 20RDS TO BEG CONT 10 AC A1712

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

3. **ZONING.** Zoning of subject property shall be Residential R-2 with the following restriction: This property must comply with Hyrum City's Municipal Code for Residential R-2 Zoning - in addition to meeting the requirements of the R-2 Zoning all lots must be a minimum size of 14,520 feet, and have a minimum frontage of 99 feet; and

Applicant and/or Developer may request variances or waivers of these restrictions from the Hyrum City Council.

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

Ent 1200776 Bk 2031 Pg 583

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

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

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

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

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

Applicant and/or developers of the site will be responsible to install culinary water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development. Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

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

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

Applicant and/or developers of the site will be responsible to install wastewater mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development. Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

Only upon approval by the Hyrum City Council may the requirement for extension and connection to the sewer main line be waived. If the City Council agrees to waive the requirement for extension based upon distance of main line from the development the applicant and/or developer will still be required to install wastewater collection main and homes be plumbed with connection to the wastewater collection system. If development occurs within 300 feet of an active or installed collection system along exiting right-of-way the wastewater collection line must be installed and connected to existing piping. Impact fees for wastewater must be paid at the time a building permit is issued for a main residence on the building lot even though the connection is not available at that time.

If the Applicant and/or developer extends the sewer main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost. This agreement must be approved by the City Council before the line extension occurs.

9. **IRRIGATION.** Hyrum City reserves the right to limit the area served by the Municipal Piped Irrigation System and has the right to restrict outside watering to service provided through the municipal culinary distribution system.
Applicant and/or developers of the site will be responsible to install pressurized irrigation water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development.

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

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

11. **ELECTRIC.** APPLICANT and/or developers will be responsible (including all costs) to install electrical main lines, transformers, etc. connecting and servicing development on this property to the municipal distribution lines.
Applicant and/or developers of the site will be responsible to install electrical distribution lines extending from a point of junction with the main line to the property as specified by the City necessary to serve future development.

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

12. **TRANSPORTATION.** APPLICANT understands and agrees that development on this property requiring access onto Highway 165 will need approval from the CMPO and UDOT to change land use on a state road and gain access to it. Section 16.20.150(G)of the Hyrum City Municipal Code prohibits backyards from facing Highway 165. APPLICANT understands that subdivisions must be planned so that houses face the highway.

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

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

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

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

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

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

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

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

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

HYRUM CITY

By _____
Stephanie Miller
Mayor

Attest:

_____
Stephanie Fricke
City Recorder

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APPLICANTS:

_____
R. Deane Harrison

_____
Ruth Harrison

Witness:

_____

SOUTH EAST ANNEXATION
JAMES R. NIELSEN AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of JUNE, 2018 by and between Hyrum City, a Utah municipal corporation, and James R. Nielsen, owner of real property adjacent to the municipal limits of Hyrum City, and sponsors of the petition to annex said property (collectively referred to as "APPLICANT")

WITNESSETH:

WHEREAS, APPLICANT is the owner of eight and 00/100 (8.00) acres of real property, which property bears Cache County Tax Numbers 01-071-0007 and 01-071-0008 and is more particularly described hereafter; and

WHEREAS, on January 23, 2018, APPLICANT filed a petition and map pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (UCA), requesting annexation of said parcel into the municipal limits of Hyrum City; and

WHEREAS, on January 4, 2018, said petition was accepted by resolution of the Hyrum City Council; and

WHEREAS, on January 18, 2018, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on April 5, 2018, after providing proper notice to the public as required by Section 10-2-407 UCA, the Hyrum City Council held a public hearing to consider annexation of said property; and

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

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

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

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

PARCEL 01-071-0007 - BEG 40 RDS W OF SE COR SEC 9 T 10N R 1E & TH W 40 RDS TH N 20 RDS TH E40 RDS TH S 20 RDS TO BEG CONT 5 AC

PARCEL 01-071-0008 - BEG 264 FT W OF SE COR SEC 9 T 10N R 1E & TH W 396 FT TH N 20 RDS TH E396 FT TH S 20 RDS TO BEG CONT 3 AC

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

3. **ZONING.** Zoning of subject property shall be Residential R-2 with the following restriction: This property must comply with Hyrum City's Municipal Code for Residential R-2 Zoning - in addition to meeting the requirements of the R-2 Zoning all lots must be a minimum size of 14,520 feet, and have a minimum frontage of 99 feet; and

Applicant and/or Developer may request variances or waivers of these restrictions from the Hyrum City Council.

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

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

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

buyers of these conditions and their impact on residential neighborhoods. All development in this area will conform with dark sky lighting regulations.

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

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

Applicant and/or developers of the site will be responsible to install culinary water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development. Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

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

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

Applicant and/or developers of the site will be responsible to install wastewater mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development. Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

Only upon approval by the Hyrum City Council may the requirement for extension and connection to the sewer main line be waived. If the City Council agrees to waive the requirement for extension based upon distance of main line from the development the applicant and/or developer will still be required to install wastewater collection main and homes be plumbed with connection to the wastewater collection system. If development occurs within 300 feet of an active or installed collection system along exiting right-of-way the wastewater collection line must be installed and connected to existing piping. Impact fees for wastewater must be paid at the time a building permit is issued for a main residence on the building lot even though the connection is not available at that time.

If the Applicant and/or developer extends the sewer main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost. This agreement must be approved by the City Council before the line extension occurs.

9. **IRRIGATION.** Hyrum City reserves the right to limit the area served by the Municipal Piped Irrigation System and has the right to restrict outside watering to service provided through the municipal culinary distribution system.
Applicant and/or developers of the site will be responsible to install pressurized irrigation water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development.

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

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

11. **ELECTRIC.** APPLICANT and/or developers will be responsible (including all costs) to install electrical main lines, transformers, etc. connecting and servicing development on this property to the municipal distribution lines.
Applicant and/or developers of the site will be responsible to install electrical distribution lines extending from a point of junction with the main line to the property as specified by the City necessary to serve future development.

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

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

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

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

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

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

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

18. **ASSIGNMENT.** No assignment by a party hereto of any rights under or interests in the AGREEMENT will be binding on another

party hereto without the written consent of the party sought to be bound. Hyrum City and APPLICANT each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this AGREEMENT.

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

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

HYRUM CITY

By _____
Stephanie Miller
Mayor

Attest:

_____
Stephanie Fazzio
City Recorder

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APPLICANT:

_____
James R. Nielsen

Witness:

_____

RESOLUTION 18-02

A RESOLUTION ACCEPTING A PETITION FOR ANNEXATION OF CERTAIN REAL PROPERTY UNDER THE PROVISIONS OF SECTION 10-2-405, UTAH CODE ANNOTATED, 1953, AS AMENDED *(Southeast Annexation - Wilkinson's Rosehill Dairy, JN Farms, Clawson, Nielsen, Harrison, Nielsen, Petersen, and Evans - 239.31 acres)*.

WHEREAS, on January 3, 2018, the owners of certain real property (petitioners) filed a petition with the city recorder of Hyrum City, Cache County, State of Utah requesting that such property be annexed to the corporate boundaries of Hyrum City; and

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

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

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

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

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

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

ADOPTED AND PASSED by the City Council this 4th day of January, 2018.

HYRUM CITY

BY: Stephanie Miller
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
Stephanie Fricke
City Recorder

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PETITION FOR ANNEXATION

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

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

1. That this petition is made pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (UCA);

2. That the property subject to this petition is a contiguous, unincorporated area contiguous to the boundaries of Hyrum City;

3. That the signatures affixed hereto are those of the owners of private real property that:
   a. is located within the area proposed for annexation;
   b. covers a majority of the private land area within the area proposed for annexation;
   c. covers 100% of rural real property as that term is defined in Section 17B-2a-1107 within the area proposed for annexation;
   d. covers 100% of the private land area within the area proposed for annexation if the area is within:
      1. an agriculture protection area; or
      2. a migratory bird protection area; and
   e. is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation;
   f. is described as follows:

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A PART OF SECTIONS 9, 10, 15 AND 16, TOWNSHIP 10 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT THE CACHE COUNTY ALUMINUM CAP MONUMENT MARKING THE WEST QUARTER CORNER OF SAID SECTION 10 AND RUNNING THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10 SOUTH 89°45'09" EAST, A DISTANCE OF 701.26 FEET TO THE WEST LINE OF PARCEL 01-074-0002 PROJECTED; THENCE SOUTH 00°36'27" WEST, A DISTANCE OF 682.04 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF PARCEL 01-074-0003; THENCE SOUTH 89°53'15" EAST, A DISTANCE OF 668.27 FEET ALONG SAID NORTH LINE TO THE WEST LINE OF PARCEL 01-074-0004; THENCE NORTH 00°36'27" EAST, A DISTANCE OF 680.48 FEET TO THE NORTH LINE OF THE SAID SOUTHWEST QUARTER; THENCE SOUTH 89°45'12" EAST, A DISTANCE OF 1274.29 FEET ALONG SAID NORTH LINE TO THE SMITH REBAR AND CAP MARKING THE SOUTHEAST CORNER OF THE SAID SOUTHWEST QUARTER OF SECTION 10; THENCE SOUTH 89°45'06" EAST, A DISTANCE OF 706.14 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10 TO THE EAST LINE OF PARCEL 01-072-0002; THENCE ALONG THE EAST, SOUTH AND WEST LINES OF SAID PARCEL THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 00°57'46" WEST, A DISTANCE OF 1259.89 FEET; (2) SOUTH 03°54'46" WEST, A DISTANCE OF 38.11 FEET; (3) SOUTH

53°02'16" WEST, A DISTANCE OF 93.08 FEET; (4) NORTH 89°31'49" WEST, A DISTANCE OF 612.28 FEET; (5) NORTH 00°10'51" EAST, A DISTANCE OF 813.81 FEET TO THE SOUTH LINE OF PARCEL 01-074-0006; THENCE NORTH 89°45'09" WEST, A DISTANCE OF 839.56 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF PARCEL 01-074-0004; THENCE ALONG THE WEST AND SOUTH LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES: (1) SOUTH 00°33'59" WEST, A DISTANCE OF 793.29 FEET; (2) NORTH 89°53'15" WEST, A DISTANCE OF 696.74 FEET MORE OR LESS TO THE EAST LINE OF PARCEL 01-074-0016; THENCE SOUTH 00°57'03" EAST, A DISTANCE OF 664.54 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF PARCEL 01-074-0015; THENCE ALONG THE NORTH AND EAST LINES THE FOLLOWING SEVEN (7) COURSES: (1) NORTH 89°31'04" EAST, A DISTANCE OF 366.78 FEET; (2) NORTH 89°11'18" EAST, A DISTANCE OF 744.13 FEET; (3) SOUTH 63°50'04" EAST, A DISTANCE OF 145.33 FEET; (4) SOUTH 82°17'03" EAST, A DISTANCE OF 294.98 FEET; (5) SOUTH 01°01'48" EAST, A DISTANCE OF 50.42 FEET; (6) SOUTH 87°25'07" EAST, A DISTANCE OF 64.34 FEET; (7) SOUTH 00°37'53" WEST, A DISTANCE OF 524.53 FEET MORE OR LESS TO THE SOUTH LINE OF THE SAID SOUTHEAST QUARTER; THENCE SOUTH 89°58'35" WEST, ALONG SAID SOUTH LINE A DISTANCE OF 66.55 FEET TO THE CACHE COUNTY ALUMINUM CAP MONUMENT MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE SOUTH 00°17'08" WEST, A DISTANCE OF 31.50 FEET; THENCE NORTH 89°52'54" WEST, A DISTANCE OF 490.82 FEET TO THE EAST LINE OF PARCEL 01-079-0005; THENCE NORTH 00°17'08" EAST, A DISTANCE OF 30.30 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH 89°58'41" WEST, A DISTANCE OF 495.64 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 00°11'25" EAST, A DISTANCE OF 23.82 FEET; THENCE NORTH 89°40'45" WEST, A DISTANCE OF 657.30 FEET TO THE EAST LINE OF PARCEL 01-079-0003; THENCE ALONG THE EAST, SOUTH AND WEST LINES OF SAID PARCEL THE FOLLOWING THREE (3) COURSES: (1)SOUTH 00°31'18" WEST, A DISTANCE OF 1300.17 FEET; (2) SOUTH 89°58'41" WEST, A DISTANCE OF 330.09 FEET; (3) NORTH 00°39'02" EAST, A DISTANCE OF 1320.09 FEET TO THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER; THENCE SOUTH 89°58'42" WEST, A DISTANCE OF 341.46 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF PARCEL 01-074-0015 PROJECTED SOUTHERLY; THENCE NORTH 00°36'54" EAST, A DISTANCE OF 418.40 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF PARCEL 01-074-0010; THENCE NORTH 89°42'02" WEST, A DISTANCE OF 351.63 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF THE SAID SOUTHWEST QUARTER; THENCE SOUTH 00°36'22" WEST, A DISTANCE OF 87.27 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF PARCEL 01-071-0006; THENCE NORTH 89°26'29" WEST, A DISTANCE OF 264.00 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF PARCEL 01-071-0008; THENCE SOUTH 00°36'22" WEST, A DISTANCE OF 333.09 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTH 89°26'29" EAST, A DISTANCE OF 264.00 FEET ALONG SAID SOUTH LINE TO THE CACHE COUNTY ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF THE SAID SOUTHEAST QUARTER; THENCE SOUTH 00°39'03" WEST, A DISTANCE OF 1320.00 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16 TO THE SOUTH LINE OF PARCEL 01-080-0019; THENCE NORTH 89°26'29" WEST, A DISTANCE OF 1320.00 FEET ALONG THE SOUTH LINE OF PARCELS 01-080-0019 AND 01-080-0016 TO THE SOUTHWEST CORNER OF SAID PARCEL 01-080-0016; THENCE NORTH 00°39'25" EAST, A DISTANCE OF 1320.00 FEET ALONG THE WEST LINE OF SAID PARCEL TO THE NORTH LINE OF THE SAID SOUTHEAST QUARTER AND THE WEST LINE OF PARCEL 01-071-0007; THENCE NORTH 00°36'24" EAST,

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A DISTANCE OF 666.18 FEET ALONG THE WEST LINE OF SAID PARCEL 01-071-0007 AND PARCEL 01-071-0006 TO THE NORTHWEST CORNER OF SAID PARCEL 01-071-0006; THENCE SOUTH 89°26'29" EAST, A DISTANCE OF 1319.85 FEET ALONG SAID NORTH LINE TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00°36'18" EAST, A DISTANCE OF 1158.69 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF PARCEL 01-071-0002 PROJECTED EAST; THENCE ALONG THE SOUTH AND WEST LINES OF SAID PARCEL THE FOLLOWING TWO (2) COURSES: (1) NORTH 89°28'47" WEST, A DISTANCE OF 2002.10 FEET; (2) NORTH 00°25'44" EAST, A DISTANCE OF 833.06 FEET MORE OR LESS TO THE NORTH LINE OF THE SAID SOUTHEAST QUARTER; THENCE SOUTH 89°51'20" EAST, A DISTANCE OF 2004.76 FEET TO THE POINT OF BEGINNING. CONTAINING 239.31 ACRES.

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

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

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

a. the request or petition was filed before the filing of the annexation petition; and

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

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

8. That the petitioners request the property, if annexed, be zoned Residential R-2 Zone.

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

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

DATED this 3 day of January, 2018.

RoseHill, JN Farms, Clawson, Nielsen, Harris, Nielson, & Evan
Annexation

CONTACT SPONSOR INFORMATION:

Parcel #'s: 01-074-0015
01-080-0019
01-080-0016

Acres: 34.73 acres
10.00 acres
30.00 acres
Total: 74.73

Tim Wilkinson
767 East 440 South
Hyrum, Utah 84319
435-881-1448

Signature: Tim Wilkinson

Witness:

SPONSORS:

Parcel #'s: 01-074-0015
01-080-0019
01-080-0016

Acres: 34.73 acres
10.00 acres
30.00 acres
Total: 74.73

Name: Rosehill Holdings, LLC
4110 West 5800 North
Morgan, Utah

Ent 1200774 Bk 2031 Pg 599

Max Wilkinson
2571 West Highway 101
Wellsville, Utah 84319
435-512-9313

Signature: Max Wilkinson
Managing member

Tim Wilkinson
767 East 440 South
Hyrum, Utah 84319
435-881-1448

Signature: Tim Wilkinson

Dane Wilkinson
5684 Garnet Drive
Morgan, Utah 84050
801-791-8797

Signature: Dane Wilkinson

Signature:

Signature:

RoseHill, JN Farms, Clawson, Nielsen, Harris, Nielson, & Evan
Annexation

SPONSORS:

Parcel #'s:	Acres:
01-074-0004	13.00 acres
01-072-0005	.86 acres
01-072-0002	18.25 acres
01-074-0003	20.00 acres
01-074-0016	1.70 acres
01-074-0010	15.39 acres
01-079-0003	10.00 acres
	Total: 78.94

Name: JN Farms, LLC
P.O. Box 8
Hyrum, Utah 84319

Tracy Nielsen
152 East 200 South
Hyrum, Utah 84319
435-452-2272

Signature: Tracy Nielsen
co managing member

Corey W. Nielsen
P.O. Box 8
Hyrum, Utah 84319
435-757-4277

Signature: Corey W. Nielsen
manenging members

Signature:

Signature:

Ent 1200776 Bk 2031 Pg 600

RoseHill, JN Farms, Clawson, Nielsen, Harris, Nielson, & Evan
Annexation

PETITIONERS:

Parcel #: 01-074-0001
Don R. & Janice J. TR. Clawson
661 East 100 South
Hyrum, Utah 84319
435-245-3686

Acres: 10 acres

Janice J. Clawson
661 East 100 South
Hyrum, Utah 84319
435-245-3686

Signature: Janice J. Clawson
Trustee and Individually

Signature:

Signature:

Ent 1200776 Bk 2031 Pg 601

RoseHill, JN Farms, Clawson, Nielsen, Harris, Nielson, & Evan
Annexation

PETITIONERS:

Parcel #: 01-074-0018 Acres: 2 acres

Corey W. & Kayla M. Nielsen
C/O Trust Nielsen
P.O. Box 8
Hyrum, Utah 84319

Corey W. Nielsen
P.O. Box 8
Hyrum, Utah 84319
435-757-4277

Corey Nielsen
Signature: Corey Nielsen
Co-Trustee and Individually

Kayla M. Nielsen
P.O. Box 8
Hyrum, Utah 84319
435-757-4277

Kayla M. Nielsen
Signature: Kayla M. Nielsen
Co-Trustee and Individually

Ent 1200776 Bk 2031 Pg 602

PETITIONERS:

Parcel #: 01-071-0006

Acres: 10 acres

R. Deane & Ruth C. Tr. Harrison
248 South 400 East
Hyrum, Utah 84319

R. Deane Harrison
248 South 400 East
Hyrum, Utah 84319
435-258-8857

Signature: R. Deane Harrison
CO TRUSTEE INDIVIDUALLY

Ruth C. Harrison
248 Co trustee individually

Ruth C. Harrison
248 South 400 East
Hyrum, Utah 84319
435-258-8857

Signature: Ruth C. Harrison
Co trustee individually

Signature:

Signature:

Ent 1200776 Bk 2031 Pg 603

RoseHill, JN Farms, Clawson, Nielsen, Harris, Nielson, & Evan
Annexation

PETITIONERS:

Parcel #'s: 01-071-0007 Acres: 5 acres
01-071-0008 3 acres
Total: 8 acres

James R. Suc Tr. Nielsen
7796 House Top Lane
Victor, Idaho 83455

Must Be signed by all legal signers for trust!

Signature: JAMES R NIELSEN TRUSTEE

Signature:

Signature:

Signature:

Signature:

Ent 1200776 Bk 2031 Pg 604

Signature:

Signature:

Signature:

RoseHill, JN Farms, Clawson, Nielsen, Harris, Nielson, & Evan
Annexation

PETITIONERS:

Parcel #'s: 01-071-0005 Acres: 5 acres
01-071-0006 5 acres

Total: 10 acres

All owners of the trust must sign

Claudia S. Tr. Evans
21407 North Palm Desert Drive
Sun City West, AZ. 85375-1832

Claudia S. Evans
21407 North Palm Desert Drive
Sun City West, AZ. 85375-1832

Signature: Claudia S. Evans

Signature:

Signature:

Signature:

Signature:

Ent 1200776 Bk 2031 Pg 605

Signature:

Signature:

RoseHill, JN Farms, Clawson, Nielsen, Harris, Nielson, Petersen, & Evan Annexation

PETITIONERS:

Parcel #'s: 01-071-0002 Acres: 37.25 acres

Total: 37.25 acres

Farrell D. Petersen TR,
654 East 200 South
Hyrum, Utah 84319

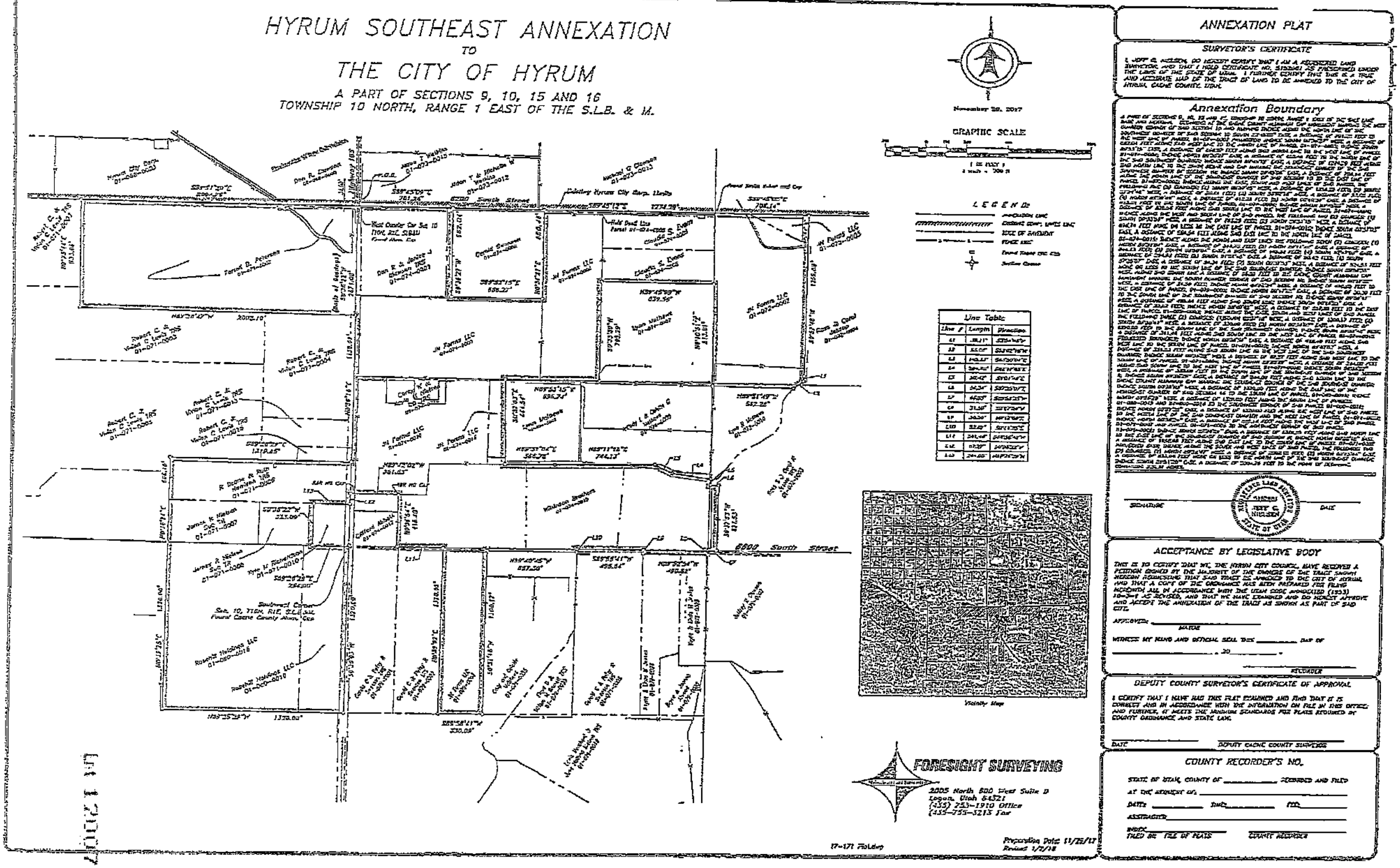
FARRELL D. PETERSEN

Signature: TRUSTEE + INDIVIDUALLY

CAROL DEE PETERSEN

Signature: C/O-TRUSTEE & INDIVIDUALLY

Ent 1200776 Bk 2031 Pg 606



Ent 1200776 Bk 2031 Pg 607

HYRUM CITY

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

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

CERTIFICATE

I, Stephanie Fricke, duly appointed and acting recorder for Hyrum City, Cache County, State of Utah, hereby certify that the Petition for Annexation attached hereto, January 3, 2018 and signed by Max Wilkinson, Tim Wilkinson, and Dane Wilkinson; Tracy Nielsen, and Corey W. Nielsen; Corey W. and Kayla M. Nielsen; Janice J. Clawson; James R. Nielsen; R. Deane and Ruth C. Harrison; Farrell D. and Carol Dee Petersen; and Claudia S. Evans together with the annexation plat map pertaining thereto, was delivered to me personally by Tim Wilkinson Contact Sponsor for said Annexation this 3rd day of January, 2018, at the Hyrum City Office, 60 West Main, Hyrum, Utah.

Stephanie Fricke
Hyrum City Recorder

Ent 1200776 Bk 2031 Pg 608

NOTICE OF CERTIFICATION OF ANNEXATION PETITION

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

1. On Janaury 3, 2018 a petition proposing the annexation of real property located between approximately 6200 South to 6700 South between 550 East and 1300 East (238.64 acres) has been filed with Hyrum City by Rosehill Holdings, LLC - Max Wilkinson, Tim Wilkinson, and Dane Wilkinson; JN Farms, LLC. - Tracy Nielsen, and Corey W. Nielsen; Corey W. Nielsen, and Kayla M. Nielsen; Janice J. Clawson; James R. Nielsen; R. Deane Harrison, and Ruth C. Harrison; Farrell D. Petersen and Carol Dee Petersen; and Claudia S. Evans.

2 On January 4, 2018, the Hyrum City Council approved Resolution 18-02 accepting the Petition to be further considered and authorizing the Petition to be certified.

3. On January 18, 2018 the Hyrum City Council received the required Notice of Certification from the City Recorder certifying that the Petition meets the requirements of State Law.

Ent 1200776 Bk 2031 Pg 609

4. The area proposed for annexation in the petition is described as follows:

A PART OF SECTIONS 9, 10, 15 AND 16, TOWNSHIP 10 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT THE CACHE COUNTY ALUMINUM CAP MONUMENT MARKING THE WEST QUARTER CORNER OF SAID SECTION 10 AND RUNNING THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10 SOUTH 89°45'09" EAST, A DISTANCE OF 701.26 FEET TO THE WEST LINE OF PARCEL 01-074-0002 PROJECTED; THENCE SOUTH 00°36'27" WEST, A DISTANCE OF 682.04 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF PARCEL 01-074-0003; THENCE SOUTH 89°53'15" EAST, A DISTANCE OF 668.27 FEET ALONG SAID NORTH LINE TO THE WEST LINE OF PARCEL 01-074-0004; THENCE NORTH 00°36'27" EAST, A DISTANCE OF 680.48 FEET TO THE NORTH LINE OF THE SAID SOUTHWEST QUARTER; THENCE SOUTH 89°45'12" EAST, A DISTANCE OF 1274.29 FEET ALONG SAID NORTH LINE TO THE SMITH REBAR AND CAP MARKING THE SOUTHEAST CORNER OF THE SAID SOUTHWEST QUARTER OF SECTION 10; THENCE SOUTH 89°45'06" EAST, A DISTANCE OF 706.14 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10 TO THE EAST LINE OF PARCEL 01-072-0002; THENCE ALONG THE EAST, SOUTH AND WEST LINES OF SAID PARCEL THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 00°57'46" WEST, A

DISTANCE OF 1259.89 FEET; (2) SOUTH 03°54'46" WEST, A DISTANCE OF 38.11 FEET; (3) SOUTH 53°02'16" WEST, A DISTANCE OF 93.08 FEET; (4) NORTH 89°31'49" WEST, A DISTANCE OF 612.28 FEET; (5) NORTH 00°10'51" EAST, A DISTANCE OF 813.81 FEET TO THE SOUTH LINE OF PARCEL 01-074-0006; THENCE NORTH 89°45'09" WEST, A DISTANCE OF 839.56 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF PARCEL 01-074-0004; THENCE ALONG THE WEST AND SOUTH LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES: (1) SOUTH 00°33'59" WEST, A DISTANCE OF 793.29 FEET; (2) NORTH 89°53'15" WEST, A DISTANCE OF 696.74 FEET MORE OR LESS TO THE EAST LINE OF PARCEL 01-074-0016; THENCE SOUTH 00°57'03" EAST, A DISTANCE OF 664.54 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF PARCEL 01-074-0015; THENCE ALONG THE NORTH AND EAST LINES THE FOLLOWING SEVEN (7) COURSES: (1) NORTH 89°31'04" EAST, A DISTANCE OF 366.78 FEET; (2) NORTH 89°11'18" EAST, A DISTANCE OF 744.13 FEET; (3) SOUTH 63°50'04" EAST, A DISTANCE OF 145.33 FEET; (4) SOUTH 82°17'03" EAST, A DISTANCE OF 294.98 FEET; (5) SOUTH 01°01'48" EAST, A DISTANCE OF 50.42 FEET; (6) SOUTH 87°25'07" EAST, A DISTANCE OF 64.34 FEET; (7) SOUTH 00°37'53" WEST, A DISTANCE OF 524.53 FEET MORE OR LESS TO THE SOUTH LINE OF THE SAID SOUTHEAST QUARTER; THENCE SOUTH 89°58'35" WEST, ALONG SAID SOUTH LINE A DISTANCE OF 66.55 FEET TO THE CACHE COUNTY ALUMINUM CAP MONUMENT MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE SOUTH 00°17'08" WEST, A DISTANCE OF 31.50 FEET; THENCE NORTH 89°52'54" WEST, A DISTANCE OF 490.82 FEET TO THE EAST LINE OF PARCEL 01-079-0005; THENCE NORTH 00°17'08" EAST, A DISTANCE OF 30.30 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH 89°58'41" WEST, A DISTANCE OF 495.64 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 00°11'25" EAST, A DISTANCE OF 23.82 FEET; THENCE NORTH 89°40'45" WEST, A DISTANCE OF 657.30 FEET TO THE EAST LINE OF PARCEL 01-079-0003; THENCE ALONG THE EAST, SOUTH AND WEST LINES OF SAID PARCEL THE FOLLOWING THREE (3) COURSES: (1)SOUTH 00°31'18" WEST, A DISTANCE OF 1300.17 FEET; (2) SOUTH 89°58'41" WEST, A DISTANCE OF 330.09 FEET; (3) NORTH 00°39'02" EAST, A DISTANCE OF 1320.09 FEET TO THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER; THENCE SOUTH 89°58'42" WEST, A DISTANCE OF 341.46 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF PARCEL 01-074-0015 PROJECTED SOUTHERLY; THENCE NORTH 00°36'54" EAST, A DISTANCE OF 418.40 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF PARCEL 01-074-0010; THENCE NORTH 89°42'02" WEST, A DISTANCE OF 351.63 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF THE SAID SOUTHWEST QUARTER; THENCE SOUTH 00°36'22" WEST, A DISTANCE OF 87.27 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF PARCEL 01-071-0006; THENCE NORTH 89°26'29" WEST, A DISTANCE OF 264.00 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF PARCEL 01-071-0008; THENCE SOUTH 00°36'22" WEST, A DISTANCE OF 333.09 FEET TO THE SOUTH LINE OF THE

SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTH 89°26'29" EAST, A DISTANCE OF 264.00 FEET ALONG SAID SOUTH LINE TO THE CACHE COUNTY ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF THE SAID SOUTHEAST QUARTER; THENCE SOUTH 00°39'03" WEST, A DISTANCE OF 1320.00 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16 TO THE SOUTH LINE OF PARCEL 01-080-0019; THENCE NORTH 89°26'29" WEST, A DISTANCE OF 1320.00 FEET ALONG THE SOUTH LINE OF PARCELS 01-080-0019 AND 01-080-0016 TO THE SOUTHWEST CORNER OF SAID PARCEL 01-080-0016; THENCE NORTH 00°39'25" EAST, A DISTANCE OF 1320.00 FEET ALONG THE WEST LINE OF SAID PARCEL TO THE NORTH LINE OF THE SAID SOUTHEAST QUARTER AND THE WEST LINE OF PARCEL 01-071-0007; THENCE NORTH 00°36'24" EAST, A DISTANCE OF 666.18 FEET ALONG THE WEST LINE OF SAID PARCEL 01-071-0007 AND PARCEL 01-071-0006 TO THE NORTHWEST CORNER OF SAID PARCEL 01-071-0006; THENCE SOUTH 89°26'29" EAST, A DISTANCE OF 1319.85 FEET ALONG SAID NORTH LINE TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00°36'18" EAST, A DISTANCE OF 1158.69 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF PARCEL 01-071-0002 PROJECTED EAST; THENCE ALONG THE SOUTH AND WEST LINES OF SAID PARCEL THE FOLLOWING TWO (2) COURSES: (1) NORTH 89°28'47" WEST, A DISTANCE OF 2002.10 FEET; (2) NORTH 00°25'44" EAST, A DISTANCE OF 833.06 FEET MORE OR LESS TO THE NORTH LINE OF THE SAID SOUTHEAST QUARTER; THENCE SOUTH 89°51'20" EAST, A DISTANCE OF 2004.76 FEET TO THE POINT OF BEGINNING. CONTAINING 239.31 ACRES.

Ent 1209776 Bk 2031 Pg 611

5. The complete Annexation Petition is available for inspection and copying at the Hyrum City Recorder's Office, 60 West Main, Hyrum, Utah Monday through Friday during the hours of 8:00 a.m. and 5:00 p.m.

6. Hyrum City may grant the Petition and annex the above-described area unless a written protest to the Annexation Petition is filed with Cache County Boundary Commission c/o Janeen Allen, Secretary 199 North Main, Logan, Utah, 84321, by an authorized protestor (10-2-407 Utah Code), and a copy of the protest is delivered to the Hyrum City Recorder at the address noted above. Any protest must be filed as herein stated by no later than February 19, 2018.

7. If no protests are received, the Hyrum City Council will hold a public hearing on Thursday, March 1, 2018 at 6:30 p.m. in the Hyrum City Council Chambers 60 West Main, Hyrum, Utah to consider a request to annex this property.

Hyrum City

Stephanie Miller
Mayor

Publication dates: January 21, 28, and February 4, 2018

Ent 1200776 Bk 2031 Pg 612

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

STATE OF UTAH)
: SS.
County of Cache)

Ent 1200776 Bk 2031 Pg 613

I, Stephanie Fricke, the duly appointed and acting City Recorder of Hyrum City, Cache County, Utah, do hereby certify that I did, on January 3, 2018, receive the Petition for Annexation and attached Plat which was filed with the city by Rosehill Holdings, LLC - Max Wilkinson, Tim Wilkinson, and Dane Wilkinson; JN Farms, LLC. - Tracy Nielsen, and Corey W. Nielsen; Corey W. Nielsen, and Kayla M. Nielsen; Janice J. Clawson; James R. Nielsen; R. Deane Harrison, and Ruth C. Harrison; Farrell D. Petersen and Carol Dee Petersen; and Claudia S. Evans, contact sponsor Tim Wilkinson, which Petition was accepted by the Hyrum City Council for further consideration pursuant to Section 10-2-405, Utah Code Annotated, 1953 as amended, by Resolution 18-02 adopted and passed by the City Council on January 4, 2018.

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

IN WITNESS WHEREOF, I have hereunto set my signature and affixed the official seal of Hyrum City Corporation in Cache County, State of Utah, this 18th day of January, 2018.

Stephanie Fricke
Stephanie Fricke
City Recorder

The foregoing Certification was given to the Hyrum City Council on January 18th, 2018.

Stephanie Fricke
Stephanie Fricke
City Recorder

Stephanie Miller
Stephanie Miller
Mayor

STATE OF UTAH)
: ss
COUNTY OF CACHE)

I, Stephanie Fricke, duly appointed and acting City Recorder for Hyrum City, Cache County, State of Utah, do hereby certify that a copy of the foregoing is a true, complete, and correct copy of an Ordinance adopted and passed by the City Council of Hyrum City, Utah, at a regular meeting thereof, held the 21st day of June, 2018, which appears of record in the City Recorder's office. A quorum was present and acting throughout said meeting and this Ordinance is in full force and effect in the form so adopted and has not been subsequently modified, amended or rescinded. I further certify that I, on the 12th day of July, 2018 in Hyrum City, did post the attached Ordinance in a likely manner in each of three public places as follows:

Hyrum City Offices	60 W. Main	Hyrum, Utah
Ridleys Grocery Store	780 E. Main	Hyrum, Utah
Hyrum Library	50 W. Main	Hyrum, Utah

In witness whereof, I have hereto set my hand this 12th day of July, 2018.

Stephanie Fricke
City Recorder

Ordinance 18-06

An ordinance amending the Municipal Zoning Map and annexin certain real property and extending the corporate limits of Hyrum City, Utah (SouthEast Annexation).

E: 1200776 B: 2031 P: 614

RESOLUTION 24-24

A RESOLUTION APPOINTING UAMPS MEMBER REPRESENTATIVES.

BE IT RESOLVED by the City Council of Hyrum City, Utah:

1. That Steve Liechty is hereby appointed as its Representative to Utah Associated Municipal Power Systems ("UAMPS") effective July 18, 2024 together with such alternate or alternates as the Mayor shall appoint.

2. That the Mayor and City Council hereby appoints Larry Coleman as the first alternate, and Mayor Stephanie Miller as its second alternate.

3. That this resolution shall remain in effect until repealed by another resolution appointing a different Representative to UAMPS.

APPROVED AND ADOPTED this 18th day of July, 2024.

_____
Stephanie Miller
Mayor

ATTEST:

_____
Stephanie Fricke
City Recorder

RESOLUTION 24-25

A RESOLUTION APPOINTING POWER SUPERINTENDENT STEVE LIECHTY AS HYRUM CITY'S INTERMOUNTAIN POWER AGENCY (IPA) REPRESENTATIVE.

BE IT RESOLVED by the City Council of Hyrum City:

1. That Steve Liechty is hereby appointed as its Representative to Intermountain Power Agency ("IPA").

2. That Larry Coleman is hereby appointed as Hyrum City's alternate representative to Intermountain Power Agency ("IPA").

3. That this resolution shall remain in effect until repealed by another resolution appointing a different Representative to IPA.

THIS RESOLUTION shall become effective upon adoption.

APPROVED AND ADOPTED this 18th day of July, 2024.

HYRUM CITY CORP.

_____
Stephanie Miller
Mayor

ATTEST:

_____
Stephanie Fricke
City Recorder

RESOLUTION 24-26

A RESOLUTION SETTING BASIC LIFE SUPPORT (BLS) AND CARDIOPULMONARY RESUSCITATION (CPR) CLASS REGISTRATION FEES.

WHEREAS, the Heartsaver first aid, BLS, CPR, and AED skills sessions associated with the American Heart Association's Heartsaver first aid, BLS, CPR, and AED course are taught by licensed instructors; and

WHEREAS, the Hyrum City Fire and EMS Department has licensed instructors to provide training in CPR, AED, and BLS to individuals, groups, and/or businesses looking for general knowledge or to obtain certification in these courses; and

WHEREAS, the Hyrum City Fire and EMS Department has been asked by individuals and businesses if it acted as a training center and provided training for these classes; and

WHEREAS, the Hyrum City Fire and EMS Department would like to offer this service to individuals, groups and/or businesses to help save lives and provide training to its citizens; and

WHEREAS, Hyrum City Fire and EMS Department CPR and BLS instructors must teach a minimum of two classes per year to maintain their certification; and

WHEREAS, the American Heart Association sets the maximum fee amount that can be charged for these classes which includes staff instruction, certification card, and training book; and

WHEREAS, the Hyrum City Fire and EMS Department is recommending setting a BLS Class fee of $65.00 which includes a $5.00 fee for certification card, $18.00 fee for a training book, and $42.00 fee for instruction; CPR Class fee of $72 which includes a $20.00 fee for certification card, $4.00 fee for a training book, and $48 fee for instruction; and CPR Lab fee of $30.00 this is part of a Hybrid On-line class option and the Lab fee is for the skills portion only; and

WHEREAS, after careful consideration and review of the financial requirements of providing CPR and BLS classes the Hyrum City Council has determined it both necessary and proper to charge for these classes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Hyrum City, Cache County, State of Utah, hereby sets CPR and BLS Class Fee as follows:

CPR Registration Fee	$72.00 per person
BLS Registration Fee	$65.00 per person
CPR Skills Lab Fee Hybrid	$30.00 per person

A minimum of three people per class is required for class to be held.

BE IT FURTHER RESOLVED that this resolution shall become effective on July 18, 2024.

ADOPTED AND PASSED by the Hyrum City Council this 18th day of July, 2024.

HYRUM CITY

BY:_____
Stephanie Miller
Mayor

ATTEST:

_____
Stephanie Fricke
City Recorder

ORDINANCE 24-06

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 2 of the Hyrum City Municipal Code sets forth in chapter form certain regulations pertaining to administration and personnel, including the establishment of several departments within the city; and

WHEREAS, Utah State Code Section 103-3-917 states that the governing body of third class cities may establish the office of city engineer by ordinance and prescribe the duties of that office; and

WHEREAS, Title 2 of the Hyrum City Municipal Code does not establish nor define any other City position except for the City Engineer; and

WHEREAS, Hyrum City recently contracted with an outside source to conduct an extensive job description review for all positions; and

WHEREAS, each job description outlines the responsibilities and duties of a job role, and the skills, knowledge, and abilities needed to perform each job; and

WHEREAS, to be consistent with all other employment positions at Hyrum City, Mayor Miller is recommending repealing Chapter 2.14 that created the City Engineer position and to allow that position to be defined through a job description.

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

AN ORDINANCE REPEALING CHAPTER 2.14 CITY ENGINEER OF TITLE 2 OF THE HYRUM CITY MUNICIPAL CODE.

BE IT ORDAINED by the City Council of Hyrum City, Cache County, State of Utah, to repeal Chapter 2.14 City Engineer of Title 2 of the Hyrum City Municipal Code.

SECTION 1. Chapter 2.14 of Title 2 of the Hyrum City Municipal Code is hereby repealed as follows:

~~Chapter 2.14~~

~~CITY ENGINEER~~
~~Sections:~~
~~2.14.010 Office created.~~
~~2.14.020 Duties and powers.~~
~~2.14.030 Reporting relationships.~~
~~2.14.040 Position purpose.~~
~~2.14.050 Responsibilities.~~

~~2.14.010 Office created.~~
~~There is hereby created the office of city engineer.~~

~~2.14.020 Duties and powers.~~
~~The city engineer shall perform such duties and have such responsibilities as are provided under the direction of the governing body which, from time to time, may by resolution or otherwise prescribe the powers and duties of the city engineer.~~

~~2.14.030 Reporting relationships.~~
~~The city engineer works under the broad policy guidance and direction from the mayor and reports to the mayor.~~

~~2.14.040 Position purpose.~~
~~The city engineer performs a variety of professional, administrative, and supervisory duties related to engineering, planning, organizing, development, and construction of city infrastructure.~~

~~2.14.050 Responsibilities.~~
~~The city engineer has the responsibility and authority for city engineering and public works functions and will make recommendations for appointment and suspensions for all employees within these departments.~~

SECTION 2. 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.

SECTION 3. EFFECTIVE DATE. This ordinance shall become effective upon the posting of three (3) copies at three (3) public places within the corporate limits of Hyrum City.

PASSED and ADOPTED by the Hyrum City Council this 18th day of July, 2024.

HYRUM CITY

By:_____
Stephanie Miller
Mayor

ATTEST:

_____
Stephanie Fricke
City Recorder

ORDINANCE 24-07

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

WHEREAS, the violation or penalty for violation of Section 10.20.105 has not been set under Section 10.20.220 that allows the violation to be a civil penalty rather than a Class B Misdemeanor; and

WHEREAS, Hyrum City’s Attorney is recommending amending Section 10.20.220 Violation and Penalty to include Section 10.20.105 with a $35.00 penalty as per similar parking violations.

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

AN ORDINANCE AMENDING SECTION 10.20.220 VIOLATION AND PENALTY OF CHAPTER 10.20 OF TITLE 10 OF THE HYRUM CITY MUNICIPAL CODE, TO INCLUDE SECTION 10.20.105 PARKING RESTRICTIONS FOR RECREATIONAL VEHICLES, UTILITY TRAILERS, AND AGRICULTURAL EQUIPMENT AS A CIVIL VIOLATION.

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

SECTION 1. Section 10.20.220 Violation and Penalty of Chapter 2 of Title 2 of the Hyrum City Municipal Code is hereby amended as follows:

10.20.220 Violation-Penalty

A. Any person engaged in the unauthorized stopping, standing or parking of a vehicle within the city shall be liable for a civil penalty. Any penalty assessed therein, in appropriate cases, may be in addition to such other penalties as may be provided in the Uniform Traffic Code, as adopted by the city.

1. Civil penalties shall be imposed as follows:

Section	Penalty
10.20.020(A)(1)	$30.00
10.20.020(A)(2)	$35.00
10.20.020(A)(3)	$35.00
10.20.020(A)(4)	$35.00
10.20.020(A)(5)	$35.00
10.20.020(A)(6)	$35.00
10.20.020(A)(7)	$35.00
10.20.020(A)(8)	$35.00
10.20.020(A)(9)	$35.00
10.20.020(A)(10)	$35.00
10.20.020(A)(11)	$35.00
10.20.020(A)(12)	$35.00
10.20.020(A)(13)	$30.00

10.20.020(A)(14)	$30.00
10.20.020(A)(15)	$30.00
10.20.020(A)(16)	$30.00
10.20.020(A)(17)	$35.00
10.20.020(A)(18)	$35.00
10.20.030(A)	$30.00
10.20.030(B)	$30.00
10.20.030(C)	$30.00
10.20.030(D)	$30.00
10.20.040	$30.00
10.20.070	$35.00
10.20.080	$35.00
10.20.090	$35.00
10.20.100	$35.00
10.20.105	$35.00
10.20.110	$35.00
10.20.120(A)	$30.00
10.20.120(B)	$30.00
10.20.120(C)	$30.00
10.20.120(D)	$30.00

10.20.150	$30.00
10.20.170(C)	$30.00
10.20.190(A)	$35.00
10.20.200	$75.00

2. Any penalties that are paid within five normal working days from the date of receipt of notice shall be reduced by the sum of twenty-five dollars.

3. Any penalties that are paid after the fifth working day but not later than the tenth working day from the date of receipt of notice shall be reduced by the sum of fifteen dollars. After the tenth day, the penalty shall be the full amount specified in subsection B (1) of this section.

4. As used in this section, "receipt of notice" means the affixing of a notice to the vehicle alleged to have been employed in such unauthorized stopping, standing or parking or by delivery of such notice to the owner or driver thereof. (Ord. 24-07)

SECTION 2. 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.

SECTION 3. EFFECTIVE DATE. This ordinance shall become effective upon the posting of three (3) copies at three (3) public places within the corporate limits of Hyrum City.

PASSED and ADOPTED by the Hyrum City Council this 18th day of July, 2024.

HYRUM CITY

By:_____
Stephanie Miller
Mayor

ATTEST:

_____
Stephanie Fricke
City Recorder

HYRUM CITY CORPORATION
COMBINED CASH INVESTMENT
JUNE 30, 2024

COMBINED CASH ACCOUNTS

01-1111000	GENERAL CHECKING ACCT	189,883.97
01-1112000	XPRESS DEPOSIT ACCOUNT	93,481.30
01-1113000	PAYROLL CHECKING ACCOUNT	528,515.97
01-1151000	UNDESIGNATED CASH - PTIF	1,617,316.63
01-1151100	BANK OF UTAH	2,869,078.97
01-1151500	CACHE VALLEY BANK SAVINGS	12,060,124.19
01-1151710	PTIF SWR DEBT SERVICE #4099	193,390.26
01-1151720	PTIF-SWR O&M RESERVE #4100	233,944.65
01-1175000	UTILITY CASH CLEARING	(1,309.34)
	TOTAL COMBINED CASH	17,784,426.60
01-1801110	DESIGNATED CASH - SENIOR	(33,561.74)
01-1801120	DESIGNATED CASH - MUSEUM	(12,750.26)
01-1801130	DESIGNATED CASH - FIRST RESP.	(8,374.44)
01-1801140	DESIGNATED CASH - FIRE DEPT	(310,617.21)
01-1801240	REST CASH-SEWER DEBT SERVICE	(183,185.73)
01-1801250	REST CASH-SEWER O&M RESERVE	(221,600.21)
01-1010000	CASH ALLOCATED TO OTHER FUNDS	(17,014,337.01)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	2,303,034.13
45	ALLOCATION TO CAPITAL PROJECTS FUND	1,743,764.66
51	ALLOCATION TO WATER UTILITY FUND	2,441,933.80
52	ALLOCATION TO SEWER UTILITY FUND	4,798,565.51
53	ALLOCATION TO ELECTRIC UTILITY FUND	3,836,207.82
54	ALLOCATION TO IRRIGATION UTILITY FUND	878,116.05
55	ALLOCATION TO STORMWATER FUND	1,055,499.29
72	ALLOCATION TO COURT TRUST FUND	(42,784.25)
	TOTAL ALLOCATIONS TO OTHER FUNDS	17,014,337.01
	ALLOCATION FROM COMBINED CASH FUND - 01-1010000	(17,014,337.01)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

HYRUM CITY CORPORATION
BALANCE SHEET
JUNE 30, 2024

GENERAL FUND

ASSETS

10-1010000	CASH IN COMBINED FUND	2,303,034.13	
10-1131000	PETTY CASH	400.00	
10-1311000	ACCTS REC - UTILITIES	120,748.09	
10-1311001	ACCTS REC - PRIOR PERIOD	94,361.84	
10-1311410	LEVIED PROP TAXES RECEIVABLE	716,350.00	
10-1311411	LEVIED PROP TAXES REC 5 YEAR	6,417.85	
10-1311500	ACCTS REC - CLASS C ROADS	42,481.00	
10-1311997	SALES AND USE TAX RECEIVABLE	499,727.00	
10-1311998	MASS TRANSIT RECEIVABLE	73,337.00	
10-1311999	FRANCHISE TAXES AR	17,362.00	
10-1312000	ALLOW FOR BAD UTILITY ACCOUNTS	(313.47)	
10-1561101	PPD EXPENSE - STAMPS	3,340.10	
10-1571000	DEFERRED OUTFLOW OF RESOURCES	166,531.00	
10-1611000	LAND - GENERAL MUNICIPAL	1,343,999.91	
10-1621000	BUILDINGS - GENERAL MUNICIPAL	8,482,775.99	
10-1622000	DEPRECIATION - BUILDINGS	(5,859,393.39)	
10-1631000	IMPROVE - GEN MUNICIPAL	4,022,313.95	
10-1632000	DEPRECIATION - IMPROVEMENTS	(2,188,988.08)	
10-1651000	EQUIPMENT - GENERAL MUNICIPAL	4,321,425.52	
10-1652000	DEPRECIATION - EQUIPMENT	(2,957,561.98)	
10-1661000	INFRASTRUCTURE - ROADS	9,142,818.62	
10-1662000	DEPRECIATION - ROADS	(5,314,232.77)	
10-1671000	INFRASTRUCTURE-SIDEWALKS	2,263,146.88	
10-1672000	DEPRECIATION - SIDEWALKS	(1,815,658.61)	
10-1681000	INFRASTRUCTURE-CURB & GUTTER	1,242,632.31	
10-1682000	DEPRECIATION - CURB & GUTTER	(1,164,083.81)	
10-1711000	CONSTRUCTION IN PROGRESS	6,808,788.68	
10-1801110	DESIGNATED CASH - SENIOR	33,561.74	
10-1801120	DESIGNATED CASH - MUSEUM	12,750.26	
10-1801130	DESIGNATED CASH - FIRST RESP.	8,374.44	
10-1801140	DESIGNATED CASH - FIRE DEPT	310,617.21	
10-1841000	SPEC FUND AMTS TO BE PROVIDED	240,179.26	
	TOTAL ASSETS		22,977,242.67

LIABILITIES AND EQUITY

HYRUM CITY CORPORATION
BALANCE SHEET
JUNE 30, 2024

GENERAL FUND

	LIABILITIES			
10-2131000	ACCTS PAY - GENERAL		4,826.98	
10-2131110	ACCTS PAY - CONTRACTOR DEP		662,159.72	
10-2131130	ACCTS PAY - PARK DEPOSITS		1,950.00	
10-2131140	ACCTS PAY - DISPATCH		(1,467.65)	
10-2131150	ACCTS PAY - OTHER		7,662.47	
10-2131160	ZONING/SUBDIVISION DEPOSITS		353,496.83	
10-2210000	STATE WITHHOLDING PAYABLE		3,483.78	
10-2211000	ACCRUED PAYROLL PAYABLE		53,400.00	
10-2220000	INSURANCE - CITY PORTION		(.06)	
10-2220200	ULGT INSURANCE - CITY PORTION		28.38	
10-2221000	PEHP VISION INSURANCE		44.27	
10-2222000	DISABILITY INSURANCE PAYABLE		404.71	
10-2224000	WORKER'S COMPENSATION PAYABLE		(32,116.17)	
10-2225000	401-K RETIREMENT PAYABLE		2,599.24	
10-2225100	ROTH IRA PAYABLE		343.80	
10-2226000	INSURANCE - EMPLOYEE PORTION		2,277.59	
10-2227000	TRUST INSURANCE-EMPLOYEE		533.71	
10-2228000	ACCRUED VAC PAY - GENERAL		66,777.85	
10-2228001	DEFERRED INFLOWS OF RESOURCES		513,396.00	
10-2228002	UNFUNDED PENSION PAYABLE		(376,207.00)	
10-2230100	ACCRUED SICK LEAVE - GENERAL		144,200.41	
10-2231000	STATE RETIREMENT PAYABLE		14,013.17	
10-2232000	FLEX PLAN		(15.09)	
10-2240000	UNEARNED PROPERTY TAXES		716,350.00	
10-2411050	STATE ASSESSMENT PAYABLE		(639.18)	
10-2411105	NON-UTILITY SALES TAX		25.78	
	TOTAL LIABILITIES			2,137,529.54
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
10-2951000	GEN FUND - PRIOR YR UNAPPROP	1,660,937.03		
10-2951060	GENERAL FUND - DESIGNATED	365,303.65		
10-2971000	INVEST IN GENERAL FIXED ASSETS	18,327,983.22		
10-2971001	UNFUNDED PENSION ADJ.	(40,533.00)		
10-2972100	UNCOLLECTED PROPERTY TAX	105,493.85		
	REVENUE OVER EXPENDITURES - YTD	420,528.38		
	BALANCE - CURRENT DATE		20,839,713.13	
	TOTAL FUND EQUITY			20,839,713.13
	TOTAL LIABILITIES AND EQUITY			22,977,242.67

HYRUM CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
10-3110	GEN PROPERTY TAXES - CURRENT	30,822.02	799,809.08	755,519.00	(44,290.08)	105.9
10-3115	FEE IN LIEU	4,908.94	45,956.47	50,000.00	4,043.53	91.9
10-3120	GEN PROP TAXES - DELINQUENT	13.50	6,077.13	15,000.00	8,922.87	40.5
10-3130	GENERAL SALES TAX	188,262.55	2,182,051.91	2,100,000.00	(82,051.91)	103.9
10-3140	FRANCHISE TAXES	574.34	38,747.07	55,000.00	16,252.93	70.5
10-3145	ENERGY SALES AND USE TAX	28,299.51	366,622.43	800,000.00	433,377.57	45.8
10-3150	MASS TRANSIT TAX	.00	164,509.43	350,000.00	185,490.57	47.0
	TOTAL TAXES	252,880.86	3,603,773.52	4,125,519.00	521,745.48	87.4
	LICENSES AND PERMITS					
10-3210	BUSINESS LICENSES	616.25	22,647.50	23,000.00	352.50	98.5
10-3221	BUILDING PERMITS	4,603.80	60,505.60	50,000.00	(10,505.60)	121.0
10-3225	ANIMAL LICENSES	335.00	9,371.50	11,000.00	1,628.50	85.2
	TOTAL LICENSES AND PERMITS	5,555.05	92,524.60	84,000.00	(8,524.60)	110.2
	INTERGOVERNMENTAL REVENUES					
10-3340	STATE - FEDERAL GRANTS	415.00	214,644.00	855,000.00	640,356.00	25.1
10-3356	CLASS C ROAD ALLOTMENT	19,343.53	1,046,885.83	755,000.00	(291,885.83)	138.7
	TOTAL INTERGOVERNMENTAL REVENUES	19,758.53	1,261,529.83	1,610,000.00	348,470.17	78.4
	CHARGES FOR SERVICES					
10-3413	ZONING & SUBDIVISION FEES	325.00	85,552.81	50,000.00	(35,552.81)	171.1
10-3415	SALE OF MAPS & PUBLICATIONS	.00	287.54	1,000.00	712.46	28.8
10-3422	SPECIAL PROTECTIVE SERVICES	34,242.00	158,346.00	140,000.00	(18,346.00)	113.1
10-3440	SOLID WASTE COLLECTION	90,607.81	1,052,545.06	1,090,000.00	37,454.94	96.6
10-3441	EMERGENCY MEDICAL SERVICES	17,104.90	202,743.53	200,000.00	(2,743.53)	101.4
10-3455	ANIMAL CONTROL FEES	.00	25.00	3,000.00	2,975.00	.8
10-3473	RECREATION REVENUES	60.00	18,656.00	20,000.00	1,344.00	93.3
10-3474	COMMUNITY PROGRESS REVENUES	4,000.00	4,000.00	2,000.00	(2,000.00)	200.0
10-3475	YOUTH COUNCIL ACTIVITIES	1,950.95	5,192.17	3,000.00	(2,192.17)	173.1
10-3476	LIBRARY USE FEES	1,148.00	63,383.00	55,000.00	(8,383.00)	115.2
10-3477	ROAD IMPACT FEES	.00	34,276.00	46,800.00	12,524.00	73.2
10-3479	PARK IMPACT FEES	13,302.00	195,096.00	177,400.00	(17,696.00)	110.0
10-3480	CEMETERY	6,550.00	100,050.00	80,000.00	(20,050.00)	125.1
10-3490	MISCELLANEOUS	528.25	140,292.66	100,000.00	(40,292.66)	140.3
	TOTAL CHARGES FOR SERVICES	169,818.91	2,060,445.77	1,968,200.00	(92,245.77)	104.7

HYRUM CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FINES AND FORFEITURES					
10-3510	COURT FINES	8,553.86	92,395.79	100,000.00	7,604.21	92.4
10-3512	LIBRARY FINES	753.85	5,582.32	6,500.00	917.68	85.9
10-3513	PARKING TICKETS	40.00	955.00	400.00	(555.00)	238.8
	TOTAL FINES AND FORFEITURES	9,347.71	98,933.11	106,900.00	7,966.89	92.6
	MISCELLANEOUS REVENUES					
10-3610	INTEREST EARNINGS	13,475.34	124,309.49	148,800.00	24,490.51	83.5
10-3620	BUILDING & FACILITY RENTS	7,417.50	71,959.25	60,000.00	(11,959.25)	119.9
10-3622	LIBRARY ROOM RENTAL FEES	.00	5.00	100.00	95.00	5.0
10-3640	SALE OF FIXED ASSETS	.00	10,600.00	35,000.00	24,400.00	30.3
10-3650	SALE OF MATERIAL & SUPPLIES	48.60	10,711.29	10,000.00	(711.29)	107.1
10-3651	SALE OF LIBRARY MAT'L & BOOKS	264.85	2,322.85	1,000.00	(1,322.85)	232.3
10-3652	LIBRARY COPY & LAMINATING FEES	206.00	2,246.90	2,000.00	(246.90)	112.4
	TOTAL MISCELLANEOUS REVENUES	21,412.29	222,154.78	256,900.00	34,745.22	86.5
	CONTRIBUTIONS AND TRANSFERS					
10-3870	CONTRIBUTIONS - PRIVATE	271.00	5,926.38	10,000.00	4,073.62	59.3
10-3871	CONTRIBUTIONS - SR. CIT. TRIPS	110.00	275.00	10,000.00	9,725.00	2.8
10-3872	CONTRIBUTIONS - NEW LIBRARY	.00	624.91	2,000.00	1,375.09	31.3
10-3874	DONATIONS - ELITE HALL	.00	.00	10,000.00	10,000.00	.0
10-3875	CONTRIBUTIONS - MUSEUM	140.00	13,010.00	20,000.00	6,990.00	65.1
10-3876	CONTRIBUTIONS - MISC.	511.60	9,625.13	7,000.00	(2,625.13)	137.5
10-3891	CONTRIBUTIONS - DESIGNATED GF	.00	.00	32,000.00	32,000.00	.0
10-3893	TRANS FM/TO GEN FUND UNAPPROP	.00	.00	603,881.00	603,881.00	.0
	TOTAL CONTRIBUTIONS AND TRANSFERS	1,032.60	29,461.42	694,881.00	665,419.58	4.2
	TOTAL FUND REVENUE	479,805.95	7,368,823.03	8,846,400.00	1,477,576.97	83.3

HYRUM CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CITY COUNCIL					
10-4110-110	SALARY & WAGES	.00	27,500.00	30,000.00	2,500.00	91.7
10-4110-130	EMPLOYEE BENEFITS	.00	2,103.75	3,300.00	1,196.25	63.8
10-4110-230	TRAVEL & MEETINGS	.00	6,306.81	10,000.00	3,693.19	63.1
10-4110-510	INSURANCE	.00	414.85	450.00	35.15	92.2
10-4110-610	MISCELLANEOUS	74.48	93.93	300.00	206.07	31.3
	TOTAL CITY COUNCIL	74.48	36,419.34	44,050.00	7,630.66	82.7
	J. P. COURT					
10-4120-110	SALARY & WAGES	2,028.06	48,139.43	89,300.00	41,160.57	53.9
10-4120-115	OVERTIME	.00	.00	100.00	100.00	.0
10-4120-130	EMPLOYEE BENEFITS	342.20	8,002.96	23,200.00	15,197.04	34.5
10-4120-210	BOOKS, SUBSCRIP & MEMBERSHIPS	.00	1,069.00	700.00	(369.00)	152.7
10-4120-230	TRAVEL & TRAINING	.00	2,149.30	4,000.00	1,850.70	53.7
10-4120-240	OFFICE SUPPLIES & EXPENSE	.00	973.29	1,500.00	526.71	64.9
10-4120-250	EQUIP SUPPLIES & MAINTENANCE	152.80	822.61	1,400.00	577.39	58.8
10-4120-280	TELEPHONE	5.19	365.28	1,000.00	634.72	36.5
10-4120-510	INSURANCE	.00	829.01	850.00	20.99	97.5
10-4120-620	WITNESS, JURY & BALIFF FEES	1,025.00	11,771.00	4,700.00	(7,071.00)	250.5
	TOTAL J. P. COURT	3,553.25	74,121.88	126,750.00	52,628.12	58.5
	MAYOR					
10-4130-110	SALARY & WAGES	.00	4,711.82	18,400.00	13,688.18	25.6
10-4130-130	EMPLOYEE BENEFITS	.00	487.86	5,600.00	5,112.14	8.7
10-4130-210	BOOKS, SUBSCRIP & MEMBERSHIPS	.00	350.00	500.00	150.00	70.0
10-4130-230	TRAVEL & MEETINGS	.00	3,654.53	4,500.00	845.47	81.2
10-4130-240	OFFICE SUPPLIES & EXPENSE	.00	37.72	100.00	62.28	37.7
10-4130-280	TELEPHONE	.00	27.50	.00	(27.50)	.0
10-4130-510	INSURANCE	.00	218.25	250.00	31.75	87.3
10-4130-610	MISCELLANEOUS	.00	28.70	500.00	471.30	5.7
	TOTAL MAYOR	.00	9,516.38	29,850.00	20,333.62	31.9

HYRUM CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
10-4140-110	SALARY & WAGES	2,085.62	60,629.18	70,100.00	9,470.82	86.5
10-4140-115	OVERTIME	257.05	4,798.41	3,000.00	(1,798.41)	160.0
10-4140-130	EMPLOYEE BENEFITS	552.12	23,018.53	26,400.00	3,381.47	87.2
10-4140-210	BOOKS, SUBSCRIP & MEMBERSHIPS	.00	345.00	1,000.00	655.00	34.5
10-4140-220	PUBLIC NOTICES	.00	39.16	1,000.00	960.84	3.9
10-4140-230	TRAVEL & TRAINING	.00	1,684.32	2,500.00	815.68	67.4
10-4140-240	OFFICE SUPPLIES & EXPENSE	320.75	5,059.01	5,000.00	(59.01)	101.2
10-4140-250	EQUIP SUPPLIES & MAINTENANCE	282.61	4,356.87	4,500.00	143.13	96.8
10-4140-280	TELEPHONE	288.95	2,247.64	2,000.00	(247.64)	112.4
10-4140-285	INTERNET SERVICE	.00	.00	1,000.00	1,000.00	.0
10-4140-310	PROFESSIONAL SERVICES	4,514.25	49,170.96	35,000.00	(14,170.96)	140.5
10-4140-510	INSURANCE & BONDS	.00	1,842.40	1,800.00	(42.40)	102.4
10-4140-610	MISCELLANEOUS	.00	795.14	500.00	(295.14)	159.0
	TOTAL ADMINISTRATION	8,301.35	153,986.62	153,800.00	(186.62)	100.1
	NON DEPARTMENTAL					
10-4150-210	MEMBERSHIPS	.00	5,734.76	5,000.00	(734.76)	114.7
10-4150-220	PUBLIC NOTICES	.00	4,180.62	8,000.00	3,819.38	52.3
10-4150-310	PROFESSIONAL SERVICES	.00	5,180.91	5,000.00	(180.91)	103.6
10-4150-510	INSURANCE & BONDS	.00	.00	200.00	200.00	.0
	TOTAL NON DEPARTMENTAL	.00	15,096.29	18,200.00	3,103.71	83.0
	GENERAL GOVERNMENT BUILDINGS					
10-4160-110	SALARY & WAGES	458.76	9,833.23	13,900.00	4,066.77	70.7
10-4160-130	EMPLOYEE BENEFITS	60.20	2,724.94	4,900.00	2,175.06	55.6
10-4160-250	EQUIP SUPPLIES & MAINTENANCE	.00	363.46	2,000.00	1,636.54	18.2
10-4160-260	BLDG & GROUNDS SUP & MAINT	552.83	29,523.23	20,000.00	(9,523.23)	147.6
10-4160-270	UTILITIES	175.77	7,217.81	13,000.00	5,782.19	55.5
10-4160-310	CONTRACT SERVICES	253.76	1,013.69	.00	(1,013.69)	.0
10-4160-510	INSURANCE	.00	8,162.15	8,000.00	(162.15)	102.0
10-4160-610	MISCELLANEOUS	.00	8.97	1,000.00	991.03	.9
10-4160-620	MISCELLANEOUS SERVICES	360.00	2,186.76	1,500.00	(686.76)	145.8
10-4160-720	BUILDING IMPROVEMENTS	5,675.50	90,911.99	77,000.00	(13,911.99)	118.1
	TOTAL GENERAL GOVERNMENT BUILDINGS	7,536.82	151,946.23	141,300.00	(10,646.23)	107.5
	ELECTION					
10-4170-220	PUBLIC NOTICES	.00	53.35	500.00	446.65	10.7
10-4170-240	ELECTION SUPPLIES	.00	23,179.12	26,000.00	2,820.88	89.2
10-4170-620	ELECTION SERVICES	.00	.00	3,500.00	3,500.00	.0
	TOTAL ELECTION	.00	23,232.47	30,000.00	6,767.53	77.4

HYRUM CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PLANNING COMMISSION					
10-4180-110	SALARY & WAGES	1,418.75	39,804.56	46,500.00	6,695.44	85.6
10-4180-115	OVERTIME	64.44	701.22	200.00	(501.22)	350.6
10-4180-130	EMPLOYEE BENEFITS	298.19	15,118.09	14,500.00	(618.09)	104.3
10-4180-220	PUBLIC NOTICES	.00	39.16	1,000.00	960.84	3.9
10-4180-230	TRAVEL & TRAINING	.00	2,204.68	2,500.00	295.32	88.2
10-4180-240	OFFICE SUPPLIES & EXPENSE	8.72	141.86	200.00	58.14	70.9
10-4180-250	EQUIPMENT SUPPLIES & MAINTENAN	186.26	1,542.16	1,200.00	(342.16)	128.5
10-4180-280	TELEPHONE	17.37	518.12	800.00	281.88	64.8
10-4180-310	PROFESSIONAL SERVICES	870.60	58,784.28	117,000.00	58,215.72	50.2
10-4180-510	INSURANCE	.00	684.97	700.00	15.03	97.9
	TOTAL PLANNING COMMISSION	2,864.33	119,539.10	184,600.00	65,060.90	64.8
	LAW ENFORCEMENT					
10-4210-310	CONTRACT SERVICES	.00	295,254.00	295,500.00	246.00	99.9
	TOTAL LAW ENFORCEMENT	.00	295,254.00	295,500.00	246.00	99.9
	EMERGENCY MANAGMENT SERVICES					
10-4212-110	SALARY & WAGES	.00	.00	5,600.00	5,600.00	.0
10-4212-130	EMPLOYEE BENEFITS	.00	.00	700.00	700.00	.0
10-4212-220	PUBLIC NOTICES	.00	.00	100.00	100.00	.0
10-4212-230	TRAVEL & TRAINING	144.00	2,470.95	1,000.00	(1,470.95)	247.1
10-4212-240	OFFICE SUPPLIES & EXPENSE	.00	27.65	200.00	172.35	13.8
10-4212-250	EQUIP SUPPLIES & MAINTENANCE	159.99	1,776.77	2,000.00	223.23	88.8
10-4212-310	PROFESSIONAL SERVICES	1,542.70	150,524.70	188,000.00	37,475.30	80.1
10-4212-510	INSURANCE	.00	137.91	150.00	12.09	91.9
10-4212-610	MISCELLANEOUS	.00	.00	200.00	200.00	.0
10-4212-740	EQUIPMENT	.00	1,301.44	5,000.00	3,698.56	26.0
	TOTAL EMERGENCY MANAGMENT SERVICE	1,846.69	156,239.42	202,950.00	46,710.58	77.0

HYRUM CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FIRST RESPONDERS					
10-4215-110	SALARY & WAGES	.00	23,136.00	12,000.00	(11,136.00)	192.8
10-4215-130	EMPLOYEE BENEFITS	.00	2,272.99	1,300.00	(972.99)	174.9
10-4215-210	BOOKS, SUBSCRIP & MEMBERSHIPS	.00	.00	200.00	200.00	.0
10-4215-230	TRAVEL & TRAINING	.00	4,307.56	10,300.00	5,992.44	41.8
10-4215-240	OFFICE SUPPLIES & EXPENSE	.00	.00	150.00	150.00	.0
10-4215-250	EQUIP SUPPLIES & MAINTENANCE	.00	204.88	6,000.00	5,795.12	3.4
10-4215-280	TELEPHONE	.00	.00	1,200.00	1,200.00	.0
10-4215-310	PROFESSIONAL SERVICES	.00	190.00	300.00	110.00	63.3
10-4215-510	INSURANCE	.00	3,664.57	3,600.00	(64.57)	101.8
10-4215-610	MISCELLANEOUS	.00	.00	400.00	400.00	.0
10-4215-740	EQUIPMENT	.00	5,773.03	5,000.00	(773.03)	115.5
	TOTAL FIRST RESPONDERS	.00	39,549.03	40,450.00	900.97	97.8
	FIRE DEPARTMENT					
10-4220-110	SALARY & WAGES	.00	39,432.00	40,000.00	568.00	98.6
10-4220-130	EMPLOYEE BENEFITS	.00	2,513.53	7,800.00	5,286.47	32.2
10-4220-210	BOOKS, SUBSCRIP & MEMBERSHIPS	342.00	1,076.00	1,000.00	(76.00)	107.6
10-4220-230	TRAVEL & TRAINING	196.13	13,961.77	10,000.00	(3,961.77)	139.6
10-4220-240	OFFICE SUPPLIES & EXPENSE	.00	102.26	500.00	397.74	20.5
10-4220-250	EQUIP SUPPLIES & MAINTENANCE	3,996.28	40,305.23	25,000.00	(15,305.23)	161.2
10-4220-260	BLDG & GROUNDS SUPPLIES & MAIN	.00	6,567.39	2,500.00	(4,067.39)	262.7
10-4220-270	UTILITIES	158.64	9,299.97	9,000.00	(299.97)	103.3
10-4220-280	TELEPHONE	15.57	1,382.08	2,500.00	1,117.92	55.3
10-4220-285	INTERNET SERVICE	.00	.00	1,600.00	1,600.00	.0
10-4220-310	PROFESSIONAL SERVICES	810.00	59,320.27	103,000.00	43,679.73	57.6
10-4220-510	INSURANCE	.00	17,483.32	17,100.00	(383.32)	102.2
10-4220-610	MISCELLANEOUS	.00	517.54	1,500.00	982.46	34.5
10-4220-740	EQUIPMENT	3,223.25	100,755.86	90,000.00	(10,755.86)	112.0
	TOTAL FIRE DEPARTMENT	8,741.87	292,717.22	311,500.00	18,782.78	94.0

HYRUM CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ANIMAL CONTROL					
10-4253-110	SALARY & WAGES	678.89	17,895.63	28,400.00	10,504.37	63.0
10-4253-130	EMPLOYEE BENEFITS	51.93	1,368.93	2,800.00	1,431.07	48.9
10-4253-210	MEMBERSHIPS	.00	.00	80.00	80.00	.0
10-4253-220	PUBLIC NOTICES	.00	.00	100.00	100.00	.0
10-4253-230	TRAVEL & TRAINING	.00	559.93	3,500.00	2,940.07	16.0
10-4253-250	EQUIP SUPPLIES & MAINTENANCE	.00	98.54	1,000.00	901.46	9.9
10-4253-280	TELEPHONE	.00	520.00	1,000.00	480.00	52.0
10-4253-310	PROFESSIONAL SERVICES	.00	80.00	3,500.00	3,420.00	2.3
10-4253-480	SPECIAL DEPARTMENTAL SUPPLIES	.00	255.99	350.00	94.01	73.1
10-4253-510	INSURANCE	.00	366.76	390.00	23.24	94.0
10-4253-610	MISCELLANEOUS	.00	288.89	.00	(288.89)	.0
10-4253-620	MISCELLANEOUS SERVICES	.00	214.11	490.00	275.89	43.7
	TOTAL ANIMAL CONTROL	730.82	21,648.78	41,610.00	19,961.22	52.0
	ROADS					
10-4410-110	SALARY & WAGES	3,307.11	92,073.71	139,300.00	47,226.29	66.1
10-4410-115	OVERTIME	.00	16,403.11	10,000.00	(6,403.11)	164.0
10-4410-120	SEASONAL/TEMPORARY EMPLOYEES	.00	.00	9,000.00	9,000.00	.0
10-4410-130	EMPLOYEE BENEFITS	776.02	38,086.33	56,300.00	18,213.67	67.7
10-4410-230	TRAVEL	.00	.00	2,000.00	2,000.00	.0
10-4410-240	OFFICE SUPPLIES & EXPENSE	.00	34.65	100.00	65.35	34.7
10-4410-250	EQUIP SUPPLIES & MAINTENANCE	5,551.80	48,567.17	30,000.00	(18,567.17)	161.9
10-4410-260	BLDG & GROUNDS SUP & MAINT	490.00	1,010.00	5,000.00	3,990.00	20.2
10-4410-280	TELEPHONE	.00	630.00	800.00	170.00	78.8
10-4410-310	PROFESSIONAL SERVICES	44,000.00	45,541.90	2,500.00	(43,041.90)	1821.7
10-4410-410	ROAD MAINTENANCE	22,610.90	130,016.02	50,000.00	(80,016.02)	260.0
10-4410-450	PUBLIC SAFETY SUPPLIES	.00	54,429.54	50,000.00	(4,429.54)	108.9
10-4410-480	SIDEWALK CONST & MAINT	4,705.00	155,327.90	235,000.00	79,672.10	66.1
10-4410-481	STREET TREE MAINTENANCE	1,000.00	49,202.00	30,000.00	(19,202.00)	164.0
10-4410-482	CURB & GUTTER CONST & MAINT	.00	24,748.11	20,000.00	(4,748.11)	123.7
10-4410-510	INSURANCE	.00	11,431.66	11,200.00	(231.66)	102.1
10-4410-610	MISCELLANEOUS SUPPLIES	.00	.00	500.00	500.00	.0
10-4410-720	BUILDING IMPROVEMENTS	.00	.00	520,000.00	520,000.00	.0
10-4410-740	EQUIPMENT	.00	328,436.64	319,000.00	(9,436.64)	103.0
10-4410-750	OTHER IMPROVEMENTS	444,702.25	1,166,960.05	1,812,100.00	645,139.95	64.4
	TOTAL ROADS	527,143.08	2,162,898.79	3,302,800.00	1,139,901.21	65.5
	SOLID WASTE COLLECTION					
10-4420-240	OFFICE SUPPLIES & EXPENSE	.00	.00	3,000.00	3,000.00	.0
10-4420-310	CONTRACT SERVICES	85,730.50	913,191.83	965,000.00	51,808.17	94.6
10-4420-311	COMMUNITY CLEAN UP	9,531.54	9,531.54	8,000.00	(1,531.54)	119.1
	TOTAL SOLID WASTE COLLECTION	95,262.04	922,723.37	976,000.00	53,276.63	94.5

HYRUM CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
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GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SHOP					
10-4440-110	SALARY & WAGES	677.48	14,780.88	13,700.00	(1,080.88)	107.9
10-4440-115	OVERTIME	.00	.00	100.00	100.00	.0
10-4440-130	EMPLOYEE BENEFITS	162.68	7,981.52	9,000.00	1,018.48	88.7
10-4440-250	EQUIP SUPPLIES & MAINTENANCE	158.24	11,205.82	10,000.00	(1,205.82)	112.1
10-4440-280	TELEPHONE	.00	70.00	600.00	530.00	11.7
10-4440-480	SPECIAL DEPARTMENTAL SUPPLIES	61.96	737.07	1,000.00	262.93	73.7
10-4440-510	INSURANCE	.00	542.49	550.00	7.51	98.6
10-4440-610	MISCELLANEOUS	.00	.00	100.00	100.00	.0
10-4440-740	EQUIPMENT	.00	40,995.50	50,000.00	9,004.50	82.0
	TOTAL SHOP	1,060.36	76,313.28	85,050.00	8,736.72	89.7
	PARKS					
10-4510-110	SALARY & WAGES	9,023.95	154,139.11	154,300.00	160.89	99.9
10-4510-115	OVERTIME	140.06	9,395.22	3,100.00	(6,295.22)	303.1
10-4510-120	SEASONAL/TEMPORARY EMPLOYEES	3,150.75	41,522.50	50,000.00	8,477.50	83.1
10-4510-130	EMPLOYEE BENEFITS	2,150.35	81,369.40	89,000.00	7,630.60	91.4
10-4510-230	TRAVEL & TRAINING	.00	200.00	300.00	100.00	66.7
10-4510-250	EQUIPMENT SUPPLIES & MAINT	2,420.85	19,761.39	23,700.00	3,938.61	83.4
10-4510-252	CLOTHING AND PPC	228.75	735.57	1,300.00	564.43	56.6
10-4510-260	BLDG & GROUNDS SUP & MAINT	12,002.26	56,669.11	60,000.00	3,330.89	94.5
10-4510-280	TELEPHONE	34.73	843.63	1,200.00	356.37	70.3
10-4510-310	PROFESSIONAL SERVICES	28,585.00	89,612.00	50,000.00	(39,612.00)	179.2
10-4510-510	INSURANCE	.00	8,774.78	8,600.00	(174.78)	102.0
10-4510-610	MISCELLANEOUS SUPPLIES	.00	193.90	400.00	206.10	48.5
10-4510-620	MISCELLANEOUS SERVICES	.00	.00	500.00	500.00	.0
10-4510-730	PARK IMPROVEMENTS	.00	156,002.25	340,000.00	183,997.75	45.9
10-4510-740	EQUIPMENT	.00	141,325.08	143,000.00	1,674.92	98.8
	TOTAL PARKS	57,736.70	760,543.94	925,400.00	164,856.06	82.2
	ENGINEERING					
10-4550-110	SALARY & WAGES	343.66	13,128.89	31,400.00	18,271.11	41.8
10-4550-115	OVERTIME	25.77	280.47	.00	(280.47)	.0
10-4550-130	EMPLOYEE BENEFITS	88.35	4,652.11	9,500.00	4,847.89	49.0
10-4550-210	BOOKS, SUBS & MEMBERSHIP	.00	.00	1,500.00	1,500.00	.0
10-4550-230	TRAVEL & MEETINGS	.00	1,085.20	1,500.00	414.80	72.4
10-4550-240	OFFICE SUPPLIES & EXPENSE	.00	100.00	100.00	.00	100.0
10-4550-250	EQUIP SUPPLIES & MAINTENANCE	.00	4,355.18	10,000.00	5,644.82	43.6
10-4550-280	TELEPHONE	17.37	311.87	700.00	388.13	44.6
10-4550-310	PROFESSIONAL SERVICES	.00	150.00	5,000.00	4,850.00	3.0
10-4550-510	INSURANCE	.00	1,497.13	1,500.00	2.87	99.8
10-4550-610	MISCELLANEOUS	.00	.00	50.00	50.00	.0
	TOTAL ENGINEERING	475.15	25,560.85	61,250.00	35,689.15	41.7

HYRUM CITY CORPORATION
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GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	RECREATION					
10-4561-120	SEASONAL/TEMPORARY EMPLOYEES	.00	4,410.50	8,600.00	4,189.50	51.3
10-4561-130	EMPLOYEE BENEFITS	.00	337.40	900.00	562.60	37.5
10-4561-220	PUBLIC NOTICES	.00	.00	200.00	200.00	.0
10-4561-240	OFFICE SUPPLIES & EXPENSE	.00	.00	100.00	100.00	.0
10-4561-250	EQUIPMENT SUPPLIES & EXPENSE	.00	3,166.89	7,000.00	3,833.11	45.2
10-4561-480	SPECIAL DEPARTMENTAL SUPPLIES	.00	18,714.45	12,950.00	(5,764.45)	144.5
10-4561-481	FIELD PREPARATION SUPPLIES	.00	9,080.00	30,000.00	20,920.00	30.3
10-4561-510	INSURANCE	.00	2,323.67	2,300.00	(23.67)	101.0
10-4561-609	TOURNAMENT REGISTRATION	.00	.00	1,000.00	1,000.00	.0
10-4561-610	MISCELLANEOUS SUPPLIES	.00	.00	800.00	800.00	.0
10-4561-620	MISCELLANEOUS SERVICES	1,130.00	1,670.00	10,000.00	8,330.00	16.7
10-4561-740	EQUIPMENT	7,375.45	7,375.45	27,500.00	20,124.55	26.8
	TOTAL RECREATION	8,505.45	47,078.36	101,350.00	54,271.64	46.5
	MUSEUM					
10-4562-110	SALARY & WAGES	3,367.92	58,640.58	51,700.00	(6,940.58)	113.4
10-4562-130	EMPLOYEE BENEFITS	612.88	11,693.95	9,400.00	(2,293.95)	124.4
10-4562-210	BOOKS, SUBSCRIP & MEMBERSHIPS	.00	487.95	600.00	112.05	81.3
10-4562-220	MUSEUM PROMOTION	120.00	1,174.36	600.00	(574.36)	195.7
10-4562-230	TRAVEL	1,310.58	10,503.67	2,500.00	(8,003.67)	420.2
10-4562-240	OFFICE SUPPLIES	23.38	356.94	500.00	143.06	71.4
10-4562-250	EQUIP SUPPLIES & MAINTENANCE	.00	439.34	750.00	310.66	58.6
10-4562-260	BLDG & GRNDS SUPPLIES & MAINT	.00	207.05	100.00	(107.05)	207.1
10-4562-280	TELEPHONE	104.00	624.00	650.00	26.00	96.0
10-4562-480	MUSEUM ARTIFACTS & MATERIALS	169.99	381.41	1,000.00	618.59	38.1
10-4562-510	INSURANCE	.00	685.51	700.00	14.49	97.9
10-4562-610	MISCELLANEOUS	584.93	2,618.58	1,000.00	(1,618.58)	261.9
10-4562-720	BUILDING IMPROVEMENTS	.00	11,088.53	10,000.00	(1,088.53)	110.9
	TOTAL MUSEUM	6,293.68	98,901.87	79,500.00	(19,401.87)	124.4
	YOUTH COUNCIL					
10-4563-210	MEMBERSHIPS	.00	.00	50.00	50.00	.0
10-4563-230	TRAVEL & TRAINING	.00	3,822.84	5,000.00	1,177.16	76.5
10-4563-250	EQUIP SUPPLIES & MAINTENANCE	.00	36.89	500.00	463.11	7.4
10-4563-610	MISCELLANEOUS SUPPLIES	99.72	5,126.19	4,500.00	(626.19)	113.9
10-4563-620	MISCELLANEOUS SERVICES	.00	.00	500.00	500.00	.0
	TOTAL YOUTH COUNCIL	99.72	8,985.92	10,550.00	1,564.08	85.2

HYRUM CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SENIOR CITIZENS					
10-4564-110	SALARY & WAGES	1,758.75	51,491.94	77,200.00	25,708.06	66.7
10-4564-115	OVERTIME	.00	.00	1,000.00	1,000.00	.0
10-4564-130	EMPLOYEE BENEFITS	459.38	11,870.04	16,400.00	4,529.96	72.4
10-4564-220	PUBLIC NOTICES	.00	.00	200.00	200.00	.0
10-4564-230	TRAVEL & TRAINING	.00	1,274.63	10,000.00	8,725.37	12.8
10-4564-240	OFFICE SUPPLIES	26.95	261.37	500.00	238.63	52.3
10-4564-250	EQUIP SUPPLIES & MAINTENANCE	.00	1,284.23	6,000.00	4,715.77	21.4
10-4564-260	BLDG & GROUNDS SUP & MAINT	.00	3,881.66	2,000.00	(1,881.66)	194.1
10-4564-270	UTILITIES	91.41	2,365.04	1,500.00	(865.04)	157.7
10-4564-280	TELEPHONE	34.73	568.63	1,000.00	431.37	56.9
10-4564-285	INTERNET SERVICE	237.07	2,554.45	3,000.00	445.55	85.2
10-4564-480	FOOD COST	423.69	9,478.79	7,000.00	(2,478.79)	135.4
10-4564-510	INSURANCE	.00	4,784.41	4,700.00	(84.41)	101.8
10-4564-610	CRAFT FAIR	611.75	8,527.96	15,000.00	6,472.04	56.9
10-4564-620	MISCELLANEOUS SERVICES	420.00	1,689.00	11,500.00	9,811.00	14.7
10-4564-720	BUILDINGS	4,826.98	20,413.07	10,500.00	(9,913.07)	194.4
	TOTAL SENIOR CITIZENS	8,890.71	120,445.22	167,500.00	47,054.78	71.9
	LIBRARY DEPARTMENT					
10-4580-110	SALARY & WAGES	9,559.97	205,898.45	192,500.00	(13,398.45)	107.0
10-4580-130	EMPLOYEE BENEFITS	1,627.08	36,053.86	39,000.00	2,946.14	92.5
10-4580-210	BOOKS, SUBSCRIP & MEMBERSHIPS	310.02	2,567.05	3,000.00	432.95	85.6
10-4580-220	LIBRARY PROMOTION	608.54	8,970.70	8,000.00	(970.70)	112.1
10-4580-230	TRAVEL	196.61	1,923.33	1,000.00	(923.33)	192.3
10-4580-240	OFFICE SUPPLIES & EXPENSE	664.37	10,127.53	7,000.00	(3,127.53)	144.7
10-4580-250	EQUIPMENT SUPPLIES & MAINT	526.00	13,495.46	10,000.00	(3,495.46)	135.0
10-4580-260	BLDG SUPPLIES & MAINT	63.67	28,718.97	15,000.00	(13,718.97)	191.5
10-4580-270	UTILITIES	234.23	10,109.79	6,000.00	(4,109.79)	168.5
10-4580-280	TELEPHONE	305.96	2,311.47	3,000.00	688.53	77.1
10-4580-285	INTERNET SERVICE	123.20	1,823.42	3,500.00	1,676.58	52.1
10-4580-310	PROFESSIONAL SERVICES	162.43	523.72	200.00	(323.72)	261.9
10-4580-480	LIBRARY BOOKS & MATERIALS	102.15	35,331.41	30,000.00	(5,331.41)	117.8
10-4580-481	LIBRARY TAPES	.00	7,869.82	10,000.00	2,130.18	78.7
10-4580-510	INSURANCE	.00	13,461.83	13,200.00	(261.83)	102.0
10-4580-609	STATE GRANT	.00	835.80	6,500.00	5,664.20	12.9
10-4580-610	MISCELLANEOUS SUPPLIES	.00	117.00	500.00	383.00	23.4
10-4580-620	MISCELLANEOUS SERVICES	.00	50.00	500.00	450.00	10.0
10-4580-740	EQUIPMENT	.00	12,587.61	11,500.00	(1,087.61)	109.5
	TOTAL LIBRARY DEPARTMENT	14,484.23	392,777.22	360,400.00	(32,377.22)	109.0

HYRUM CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CEMETERY					
10-4590-110	SALARY & WAGES	914.58	20,459.26	28,100.00	7,640.74	72.8
10-4590-115	OVERTIME	545.42	2,913.56	3,000.00	86.44	97.1
10-4590-120	SEASONAL/TEMPORARY EMPLOYEES	.00	.00	8,000.00	8,000.00	.0
10-4590-130	EMPLOYEE BENEFITS	354.62	11,676.54	12,000.00	323.46	97.3
10-4590-240	OFFICE SUPPLIES & EXPENSE	.00	.00	300.00	300.00	.0
10-4590-250	EQUIPMENT SUPPLIES & MAINT	1,200.00	1,924.59	7,000.00	5,075.41	27.5
10-4590-260	BLDG & GROUNDS SUP & MAINT	307.00	14,525.92	6,000.00	(8,525.92)	242.1
10-4590-280	TELEPHONE	.00	111.25	90.00	(21.25)	123.6
10-4590-310	PROFESSIONAL SERVICES	9,600.00	55,122.02	55,000.00	(122.02)	100.2
10-4590-510	INSURANCE	.00	1,566.09	1,600.00	33.91	97.9
10-4590-610	MISCELLANEOUS	.00	400.00	500.00	100.00	80.0
10-4590-730	CEMETERY IMPROVEMENTS	475.00	58,176.00	50,000.00	(8,176.00)	116.4
10-4590-740	EQUIPMENT	.00	6,998.00	10,000.00	3,002.00	70.0
	TOTAL CEMETERY	13,396.62	173,873.23	181,590.00	7,716.77	95.8
	COMMUNITY PROGRESS					
10-4620-210	NIGHT OUT AGAINST CRIME	.00	1,040.08	1,000.00	(40.08)	104.0
10-4620-211	EASTER EGG HUNT	.00	1,651.70	1,000.00	(651.70)	165.2
10-4620-212	BUSINESS CONFERENCE	.00	.00	1,000.00	1,000.00	.0
10-4620-220	HOLIDAY AT HARDWARE	.00	2,043.65	1,000.00	(1,043.65)	204.4
10-4620-230	TRAVEL	.00	1,099.44	.00	(1,099.44)	.0
10-4620-240	PHOTOGRAPHY & SCRAPBOOK	.00	91.92	600.00	508.08	15.3
10-4620-250	PARADE FLOAT SUPPLIES & PULL	.00	318.76	1,000.00	681.24	31.9
10-4620-510	INSURANCE	.00	323.10	350.00	26.90	92.3
10-4620-610	MISCELLANEOUS SUPPLIES	688.00	1,955.73	3,000.00	1,044.27	65.2
10-4620-611	4TH OF JULY	4,842.13	17,681.31	25,000.00	7,318.69	70.7
10-4620-612	ROYALTY PAGEANT	.00	(965.10)	2,500.00	3,465.10	(38.6)
10-4620-614	MASS TRANSIT-CVT	.00	164,509.43	340,000.00	175,490.57	48.4
10-4620-615	KILGORE TAX 50% TAX	.00	67,143.82	95,000.00	27,856.18	70.7
10-4620-620	MISCELLANEOUS SERVICES	.00	.00	1,000.00	1,000.00	.0
10-4620-621	HYRUM HORNETS	.00	2,000.00	2,000.00	.00	100.0
	TOTAL COMMUNITY PROGRESS	5,530.13	258,893.84	474,450.00	215,556.16	54.6
	DEPARTMENT 4900					
10-4900-921	TRANSFER TO ENTERPRISE FUNDS	510,032.00	510,032.00	.00	(510,032.00)	.0
	TOTAL DEPARTMENT 4900	510,032.00	510,032.00	.00	(510,032.00)	.0
	DEPARTMENT 5000					
10-5000-921	TRANSFER TO ELECTRIC FUND	.00	.00	500,000.00	500,000.00	.0
	TOTAL DEPARTMENT 5000	.00	.00	500,000.00	500,000.00	.0

HYRUM CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	1,282,559.48	6,948,294.65	8,846,400.00	1,898,105.35	78.5
NET REVENUE OVER EXPENDITURES	(802,753.53)	420,528.38	.00	(420,528.38)	.0

HYRUM CITY CORPORATION
BALANCE SHEET
JUNE 30, 2024

CAPITAL PROJECTS FUND

	ASSETS			
45-1010000	CASH IN COMBINED FUND		1,743,764.66	
	TOTAL ASSETS			1,743,764.66
	LIABILITIES AND EQUITY			
	LIABILITIES			
45-2131000	ACCTS PAY - CAPITAL PROJECTS		150,000.00	
	TOTAL LIABILITIES			150,000.00
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
45-2951000	CAP PROJ - UNAPPROPRIATED	2,260,226.23		
	REVENUE OVER EXPENDITURES - YTD	(666,461.57)		
	BALANCE - CURRENT DATE		1,593,764.66	
	TOTAL FUND EQUITY			1,593,764.66
	TOTAL LIABILITIES AND EQUITY			1,743,764.66

HYRUM CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	MISCELLANEOUS DONATIONS					
45-3490	MISCELLANEOUS DONTATIONS	.00	271,000.00	450,000.00	179,000.00	60.2
	TOTAL MISCELLANEOUS DONATIONS	.00	271,000.00	450,000.00	179,000.00	60.2
	MISCELLANEOUS REVENUES					
45-3620	INTEREST EARNINGS	7,691.38	89,293.12	35,700.00	(53,593.12)	250.1
	TOTAL MISCELLANEOUS REVENUES	7,691.38	89,293.12	35,700.00	(53,593.12)	250.1
	INTERGOVERNMENTAL REVENUE					
45-3889	TRANS TO DESIG FND-FIRE ENGINE	.00	.00	300,000.00	300,000.00	.0
45-3895	TRANS FROM CAPITAL PROJ UNAP	.00	.00	1,833,100.00	1,833,100.00	.0
	TOTAL INTERGOVERNMENTAL REVENUE	.00	.00	2,133,100.00	2,133,100.00	.0
	TOTAL FUND REVENUE	7,691.38	360,293.12	2,618,800.00	2,258,506.88	13.8

HYRUM CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FIRE DEPARTMENT					
45-4220-720	NEW FIRE STATION	274.80	8,562.54	50,000.00	41,437.46	17.1
45-4220-740	NEW FIRE ENGINE	.00	339,022.13	750,000.00	410,977.87	45.2
	TOTAL FIRE DEPARTMENT	274.80	347,584.67	800,000.00	452,415.33	43.5
	PARKS					
45-4510-730	BLACKSMITH FORK PARK	52,481.06	679,170.02	200,000.00	(479,170.02)	339.6
45-4510-732	WEST PARK	.00	.00	1,618,800.00	1,618,800.00	.0
	TOTAL PARKS	52,481.06	679,170.02	1,818,800.00	1,139,629.98	37.3
	TOTAL FUND EXPENDITURES	52,755.86	1,026,754.69	2,618,800.00	1,592,045.31	39.2
	NET REVENUE OVER EXPENDITURES	(45,064.48)	(666,461.57)	.00	666,461.57	.0

HYRUM CITY CORPORATION
BALANCE SHEET
JUNE 30, 2024

WATER UTILITY FUND

	ASSETS			
51-1010000	CASH IN COMBINED FUND		2,441,933.80	
51-1311000	ACCTS REC - UTILITIES		118,091.12	
51-1311001	ACCTS REC - PRIOR PERIOD		96,217.95	
51-1312000	ALLOW FOR BAD UTILITY ACCOUNTS		(2,052.48)	
51-1511510	INVENTORY - WATER		59,304.20	
51-1561100	PPD EXPENSE-CHLORINE DEPOSIT		2,250.00	
51-1571000	DEFERRED OUTFLOW OF RESOURCES		52,904.00	
51-1611000	LAND & STOCK - WATER UTILITY		1,008,142.00	
51-1621000	BUILDINGS - WATER UTILITY		440,701.72	
51-1622000	DEPRECIATION - WATER BUILDINGS		(276,686.96)	
51-1631000	WATER STORAGE & DIST SYSTEM		11,760,403.38	
51-1632000	DEPREC - WATER DIST SYSTEM		(6,878,391.65)	
51-1642000	WATER IMPROVEMENTS		(1,179,759.00)	
51-1651000	EQUIPMENT - WATER UTILITY		2,164,633.96	
51-1652000	DEPRECIATION - WATER EQUIPMENT		(1,243,442.54)	
51-1711000	CONSTRUCTION IN PROGRESS		548,868.68	
	TOTAL ASSETS			9,113,118.18
	LIABILITIES AND EQUITY			
	LIABILITIES			
51-2228000	ACCRUED VACATION - WATER		33,434.71	
51-2228001	DEFERRED INFLOWS OF RESOURCES		316.00	
51-2228002	UNFUNDED PENSION PAYABLE		29,369.00	
51-2230100	ACCRUED SICK LEAVE - WATER		60,980.38	
	TOTAL LIABILITIES			124,100.09
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
51-2951000	WATER FUND - UNAPPROPRIATED	9,863,323.34		
51-2971001	UNFUNDED PENSION ADJ.	(76,159.00)		
	REVENUE OVER EXPENDITURES - YTD	(798,146.25)		
	BALANCE - CURRENT DATE		8,989,018.09	
	TOTAL FUND EQUITY			8,989,018.09
	TOTAL LIABILITIES AND EQUITY			9,113,118.18

HYRUM CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

WATER UTILITY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	UTILITY REVENUES					
51-3711	METERED WATER SALES	131,602.25	1,442,941.72	1,500,000.00	57,058.28	96.2
51-3714	NEW CONNECTION FEES	2,544.00	38,584.00	34,000.00	(4,584.00)	113.5
51-3718	SALE OF MATERIALS	.00	350.00	1,000.00	650.00	35.0
51-3719	MISCELLANEOUS REVENUES	.00	200.00	5,000.00	4,800.00	4.0
51-3721	INTEREST EARNINGS	10,274.69	152,535.08	157,500.00	4,964.92	96.9
51-3725	IMPACT FEE - "BUY-IN"	1,032.00	15,652.00	13,760.00	(1,892.00)	113.8
51-3726	IMPACT FEE - STORAGE	5,346.00	81,081.00	71,280.00	(9,801.00)	113.8
51-3727	IMPACT FEE - DISTRIBUTION	8,544.00	129,584.00	113,920.00	(15,664.00)	113.8
51-3729	IMPACT FEE - PROFESSIONAL SERV	66.00	1,001.00	880.00	(121.00)	113.8
51-3742	RENT - NON-OPERATING PROPERTY	.00	5,350.00	.00	(5,350.00)	.0
	TOTAL UTILITY REVENUES	159,408.94	1,867,278.80	1,897,340.00	30,061.20	98.4
	TOTAL FUND REVENUE	159,408.94	1,867,278.80	1,897,340.00	30,061.20	98.4

HYRUM CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

WATER UTILITY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WATER DEPARTMENT					
51-5100-110	SALARIES AND WAGES	9,593.71	241,520.59	286,700.00	45,179.41	84.2
51-5100-115	OVERTIME	1,238.14	20,548.54	4,000.00	(16,548.54)	513.7
51-5100-116	STANDBY TIME	455.88	9,213.34	10,000.00	786.66	92.1
51-5100-120	SEASONAL	.00	.00	14,400.00	14,400.00	.0
51-5100-130	EMPLOYEE BENEFITS	2,781.90	110,727.65	139,900.00	29,172.35	79.2
51-5100-210	BOOKS, SUBSCRIP & MEMBERSHIPS	.00	1,690.00	1,500.00	(190.00)	112.7
51-5100-220	PUBLIC NOTICES	.00	.00	250.00	250.00	.0
51-5100-230	TRAVEL & TRAINING	.00	1,270.00	10,000.00	8,730.00	12.7
51-5100-240	OFFICE SUPPLIES AND EXPENSE	.00	5,588.90	5,000.00	(588.90)	111.8
51-5100-250	EQUIP SUPPLIES & MAINTENANCE	6,003.73	45,653.19	41,100.00	(4,553.19)	111.1
51-5100-252	CLOTHING AND PPC	.00	2,915.38	3,900.00	984.62	74.8
51-5100-255	DISTRIB SYSTEM MAINTENANCE	3,277.66	365,042.09	260,000.00	(105,042.09)	140.4
51-5100-260	BLDG & GROUNDS SUP & MAINT	140.72	12,395.24	3,000.00	(9,395.24)	413.2
51-5100-270	UTILITIES	4,976.70	85,648.74	120,000.00	34,351.26	71.4
51-5100-280	TELEPHONE	396.84	3,748.38	3,000.00	(748.38)	125.0
51-5100-310	PROFESSIONAL SERVICES	11,519.67	40,311.81	20,000.00	(20,311.81)	201.6
51-5100-510	INSURANCE	.00	8,218.81	8,050.00	(168.81)	102.1
51-5100-610	MISCELLANEOUS SUPPLIES	.00	424.00	1,000.00	576.00	42.4
51-5100-720	BUILDINGS	.00	516,855.44	.00	(516,855.44)	.0
51-5100-740	EQUIPMENT	.00	84,236.42	40,000.00	(44,236.42)	210.6
51-5100-750	NEW CONSTRUCTION	6,367.07	1,109,416.53	1,498,000.00	388,583.47	74.1
51-5100-950	CONTRIBUTION - RESTRICTED FB	.00	.00	113,920.00	113,920.00	.0
	TOTAL WATER DEPARTMENT	46,752.02	2,665,425.05	2,583,720.00	(81,705.05)	103.2
	TOTAL FUND EXPENDITURES	46,752.02	2,665,425.05	2,583,720.00	(81,705.05)	103.2
	NET REVENUE OVER EXPENDITURES	112,656.92	(798,146.25)	(686,380.00)	111,766.25	(116.3)

HYRUM CITY CORPORATION
BALANCE SHEET
JUNE 30, 2024

SEWER UTILITY FUND

ASSETS

52-1010000	CASH IN COMBINED FUND		4,798,565.51	
52-1311000	ACCTS REC - UTILITIES		168,541.11	
52-1311001	ACCTS REC - PRIOR PERIOD		113,365.47	
52-1311002	LEASE RECEIVABLE		255,548.10	
52-1312000	ALLOW FOR BAD UTILITY ACCOUNTS		(107.12)	
52-1561103	PPD EXPENSE - CHLORINE DEPOSIT		3,000.00	
52-1571000	DEFERRED OUTFLOW OF RESOURCES		84,054.00	
52-1611000	LAND - SEWER UTILITY		587,937.49	
52-1621000	PLANT & EQUIP - SEWER UTILITY		14,085,849.21	
52-1622000	DEPRECIATION - SEWER PLANT		(7,652,946.53)	
52-1631000	SEWERAGE COLLECTION SYSTEM		3,283,195.77	
52-1632000	DEPREC - SEWER COLLECT SYSTEM		(197,204.49)	
52-1642000	DEPREC - SEWER IMPROVEMENTS		(3,141,898.00)	
52-1651000	EQUIPMENT - SEWER UTILITY		430,424.71	
52-1652000	DEPRECIATION - SEWER EQUIPMENT		(342,329.99)	
52-1711000	CONSTRUCTION IN PROGRESS		267,139.34	
52-1801240	RESTRICTED CASH-DEBT SERVICE		183,185.73	
52-1801250	RESTRICTED CASH-O&M RESERVE		221,600.21	
	TOTAL ASSETS			13,147,920.52

LIABILITIES AND EQUITY

LIABILITIES

52-2131000	ACCTS PAY - SEWER FUND		2,045.47	
52-2228000	ACCRUED VACATION - SEWER		38,504.85	
52-2228001	DEFERRED INFLOWS OF RESOURCES		501.00	
52-2228002	UNFUNDED PENSION PAYABLE		46,661.00	
52-2228003	DEFERRED INFLOWS OF RESOURCES-		231,189.20	
52-2230100	ACCRUED SICK LEAVE - SEWER		57,735.83	
52-2500001	BONDS PAYABLE-WWTP		2,310,304.27	
52-2551100	ACCRUED INT PAY - NEW PLANT		1,460.07	
	TOTAL LIABILITIES			2,688,401.69

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
52-2951000	SEWER FUND - UNAPPROPRIATED	9,016,711.31		
52-2951522	SEWER FUND - RESTRICTED	404,785.94		
52-2971001	UNFUNDED PENSION ADJ.	(101,846.00)		
	REVENUE OVER EXPENDITURES - YTD	1,139,867.58		
	BALANCE - CURRENT DATE		10,459,518.83	
	TOTAL FUND EQUITY			10,459,518.83
	TOTAL LIABILITIES AND EQUITY			13,147,920.52

HYRUM CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

SEWER UTILITY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	UTILITY REVENUES					
52-3731	SEWER SERVICE	195,914.66	2,240,069.84	2,200,000.00	(40,069.84)	101.8
52-3740	CUSTOMER SERVICE FEES	300.00	4,450.00	5,000.00	550.00	89.0
52-3741	INTEREST EARNINGS	21,927.80	245,952.51	160,500.00	(85,452.51)	153.2
52-3742	RENT - NON-OPERATING PROPERTY	.00	17,361.94	17,400.00	38.06	99.8
52-3744	MISCELLANEOUS REVENUES	240.00	54,250.00	5,000.00	(49,250.00)	1085.0
52-3747	IMPACT FEE - COLLECTION	2,616.00	38,804.00	34,960.00	(3,844.00)	111.0
52-3748	IMPACT FEE - TREATMENT	11,534.52	166,611.38	150,000.00	(16,611.38)	111.1
	TOTAL UTILITY REVENUES	232,532.98	2,767,499.67	2,572,860.00	(194,639.67)	107.6
	TOTAL FUND REVENUE	232,532.98	2,767,499.67	2,572,860.00	(194,639.67)	107.6

HYRUM CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

SEWER UTILITY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SEWER DEPARTMENT					
52-5200-110	SALARIES AND WAGES	14,156.91	332,531.40	416,100.00	83,568.60	79.9
52-5200-115	OVERTIME	938.66	21,737.92	20,000.00	(1,737.92)	108.7
52-5200-116	ON CALL PAY	449.25	9,083.32	15,000.00	5,916.68	60.6
52-5200-120	SEASONAL/TEMPORARY EMPLOYEES	.00	.00	2,000.00	2,000.00	.0
52-5200-130	EMPLOYEE BENEFITS	3,736.02	148,173.51	206,400.00	58,226.49	71.8
52-5200-210	BOOKS, SUBSCRIPTIONS & MEMBERS	.00	517.28	2,000.00	1,482.72	25.9
52-5200-220	PUBLIC NOTICES	.00	.00	500.00	500.00	.0
52-5200-230	TRAVEL & TRAINING	478.15	6,801.21	7,000.00	198.79	97.2
52-5200-240	OFFICE SUPPLIES & EXPENSE	1,214.00	11,301.79	6,000.00	(5,301.79)	188.4
52-5200-250	LAB SUPPLIES	1,474.59	6,011.79	5,000.00	(1,011.79)	120.2
52-5200-251	WATER REUSE EQUIP SUP & MAINT	.00	.00	1,000.00	1,000.00	.0
52-5200-252	CLOTHING AND PPC	488.37	2,529.37	3,250.00	720.63	77.8
52-5200-254	PLANT EQUIP SUP & MAINT	15,308.28	64,055.71	250,000.00	185,944.29	25.6
52-5200-255	COLLECTION SYSTEM MAINTENANCE	.00	81,520.57	55,000.00	(26,520.57)	148.2
52-5200-256	MBR CLEANING CHEMICALS	.00	14,432.50	110,000.00	95,567.50	13.1
52-5200-257	ALUMINUM SULFATE	6,468.99	92,574.81	50,000.00	(42,574.81)	185.2
52-5200-258	POLYMER	.00	4,261.21	.00	(4,261.21)	.0
52-5200-260	BLDG & GROUNDS SUP & MAINT	225.16	2,959.46	500.00	(2,459.46)	591.9
52-5200-270	UTILITIES	23,247.33	331,273.28	240,000.00	(91,273.28)	138.0
52-5200-280	TELEPHONE	53.57	2,671.22	4,500.00	1,828.78	59.4
52-5200-285	INTERNET SERVICE	546.08	5,155.84	6,000.00	844.16	85.9
52-5200-310	PROFESSIONAL SERVICES	3,678.82	65,692.76	40,000.00	(25,692.76)	164.2
52-5200-311	PRETREATMENT PROGRAM	.00	.00	15,000.00	15,000.00	.0
52-5200-510	INSURANCE	.00	20,865.04	20,400.00	(465.04)	102.3
52-5200-610	MISCELLANEOUS	.00	869.41	2,000.00	1,130.59	43.5
52-5200-700	AMORTIZATION OF BOND COSTS	.00	.00	2,500.00	2,500.00	.0
52-5200-740	EQUIPMENT	.00	.00	60,000.00	60,000.00	.0
52-5200-750	NEW CONSTRUCTION	.00	111,227.66	1,163,800.00	1,052,572.34	9.6
52-5200-753	ARPA FUNDS	.00	207,793.03	150,200.00	(57,593.03)	138.3
52-5200-812	DEBT SERVICE-WWTP	3,654.94	43,509.64	43,600.00	90.36	99.8
52-5200-822	DEBT SERVICE-INT. WWTP	3,311.06	40,082.36	40,100.00	17.64	100.0
	TOTAL SEWER DEPARTMENT	79,430.18	1,627,632.09	2,937,850.00	1,310,217.91	55.4
	TOTAL FUND EXPENDITURES	79,430.18	1,627,632.09	2,937,850.00	1,310,217.91	55.4
	NET REVENUE OVER EXPENDITURES	153,102.80	1,139,867.58	(364,990.00)	(1,504,857.58)	312.3

HYRUM CITY CORPORATION
BALANCE SHEET
JUNE 30, 2024

ELECTRIC UTILITY FUND

ASSETS

53-1010000	CASH IN COMBINED FUND		3,836,207.82	
53-1311000	ACCTS REC - UTILITIES		785,508.86	
53-1311001	ACCTS REC - PRIOR PERIOD		702,945.93	
53-1311710	DEFERRED COLL. COST		(11,676.18)	
53-1312000	ALLOW FOR BAD UTILITY ACCOUNTS		(4,175.94)	
53-1511510	INVENTORY - ELECTRIC		2,108,262.41	
53-1565530	RIGHT OF USE ASSET		32,311.00	
53-1565531	ACCUMULATED AMORTIZATION		(21,304.76)	
53-1565532	ACC. AMORTIZATION-SAN JUAN		(1,730,129.00)	
53-1571000	DEFERRED OUTFLOW OF RESOURCES		174,364.00	
53-1611000	LAND - ELECTRIC UTILITY		823,439.55	
53-1621000	BUILDINGS - ELECTRIC UTILITY		1,494,900.33	
53-1621100	SAN JUAN POWER PURCHASE		1,784,730.20	
53-1621500	PAYSON POWER PURCHASE		101,111.59	
53-1622000	DEPRECIATION - ELEC BUILDINGS		(592,818.17)	
53-1631000	ELEC POWER DISTRIBUTION SYSTEM		9,275,987.63	
53-1632000	DEPREC - POWER DIST SYSTEM		(4,504,318.95)	
53-1642000	DEPREC - ELECTRIC IMPROVEMENTS		(33,734.00)	
53-1651000	EQUIPMENT - ELECTRIC UTILITY		2,921,075.01	
53-1652000	DEPRECIAITON - ELEC EQUIPMENT		(1,835,806.51)	
53-1711000	CONSTRUCTION IN PROGRESS		3,369,137.06	
	TOTAL ASSETS			18,676,017.88

LIABILITIES AND EQUITY

LIABILITIES

53-2131000	ACCTS PAY - ELECTRIC		1,045,163.91	
53-2131500	ACCTS PAY - UTILITY DEPOSITS		492,377.98	
53-2228000	ACCRUED VACATION - ELECTRIC		97,701.63	
53-2228001	DEFERRED INFLOWS OF RESOURCES		1,040.00	
53-2228002	UNFUNDED PENSION PAYABLE		96,796.00	
53-2228003	LEASE LIABILITY		11,006.24	
53-2230100	ACCRUED SICK LEAVE - ELECTRIC		143,944.05	
53-2411100	STATE SALES TAX PAYABLE		16,099.04	
53-2411101	SALES TAX PAY - NON CURRENT		10,321.64	
53-2411102	SALES TAX - NON CITY		337.00	
	TOTAL LIABILITIES			1,914,787.49

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
53-2951000	ELECTRIC FUND - UNAPPROPRIATED	16,097,585.22		
53-2971001	UNFUNDED PENSION ADJ.	(183,539.00)		
	REVENUE OVER EXPENDITURES - YTD	847,184.17		
	BALANCE - CURRENT DATE		16,761,230.39	
	TOTAL FUND EQUITY			16,761,230.39

HYRUM CITY CORPORATION
BALANCE SHEET
JUNE 30, 2024

ELECTRIC UTILITY FUND

TOTAL LIABILITIES AND EQUITY	18,676,017.88

HYRUM CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

ELECTRIC UTILITY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	UTILITY REVENUES ENERGY SALES					
53-3145	ENERGY SALES AND USE TAX	41,119.10	530,485.59	.00	(530,485.59)	.0
	TOTAL UTILITY REVENUES ENERGY SALES	41,119.10	530,485.59	.00	(530,485.59)	.0
	UTILITY REVENUES					
53-3751	METERED ENERGY SALES	887,381.88	12,231,772.16	13,800,000.00	1,568,227.84	88.6
53-3752	ENERGY DISCOUNTS	(18,113.98)	(84,206.15)	(90,000.00)	(5,793.85)	(93.6)
53-3755	NEW CONNECTION FEES	9,326.80	37,953.62	85,000.00	47,046.38	44.7
53-3757	SALE OF MATERIALS	3,334.75	56,486.56	500.00	(55,986.56)	11297.
53-3758	CUSTOMER SERVICE & MISC	15,564.67	213,043.37	500,000.00	286,956.63	42.6
53-3761	INTEREST EARNINGS	15,467.84	161,589.32	105,500.00	(56,089.32)	153.2
53-3767	IMPACT FEE - DISTRIBUTION	7,590.00	122,260.00	101,200.00	(21,060.00)	120.8
	TOTAL UTILITY REVENUES	920,551.96	12,738,898.88	14,502,200.00	1,763,301.12	87.8
	SOURCE 38					
53-3855	TRANSFER - FROM GENERAL FUND	.00	.00	500,000.00	500,000.00	.0
	TOTAL SOURCE 38	.00	.00	500,000.00	500,000.00	.0
	TOTAL FUND REVENUE	961,671.06	13,269,384.47	15,002,200.00	1,732,815.53	88.5

HYRUM CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

ELECTRIC UTILITY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ELECTRIC DEPARTMENT					
53-5300-110	SALARIES AND WAGES	23,305.14	807,972.56	874,800.00	66,827.44	92.4
53-5300-115	OVERTIME	1,635.66	98,518.55	55,000.00	(43,518.55)	179.1
53-5300-116	STANDBY TIME	475.63	8,882.60	10,000.00	1,117.40	88.8
53-5300-120	SEASONAL/TEMPORARY EMPLOYEES	635.83	4,450.81	20,000.00	15,549.19	22.3
53-5300-130	EMPLOYEE BENEFITS	6,410.95	371,614.17	397,500.00	25,885.83	93.5
53-5300-210	BOOKS, SUBSCRIP & MEMBERSHIPS	.00	.00	200.00	200.00	.0
53-5300-220	PUBLIC NOTICES	.00	.00	300.00	300.00	.0
53-5300-230	TRAVEL & TRAINING	.00	11,222.53	25,000.00	13,777.47	44.9
53-5300-240	OFFICE SUPPLIES AND EXPENSE	4.22	6,317.10	10,000.00	3,682.90	63.2
53-5300-250	EQUIP SUPPLIES & MAINTENANCE	13,821.12	142,066.87	125,000.00	(17,066.87)	113.7
53-5300-252	CLOTHING AND PPC	.00	7,920.89	6,700.00	(1,220.89)	118.2
53-5300-255	GEN & DIST SYSTEM MAINTENANCE	(642,631.31)	238,903.62	750,000.00	511,096.38	31.9
53-5300-256	TREE CITY/CONSUMER ED.	.00	69,358.50	85,000.00	15,641.50	81.6
53-5300-257	DIESEL GENERATOR COSTS	72,148.13	1,088,410.31	730,000.00	(358,410.31)	149.1
53-5300-258	CHRISTMAS DECORATIONS	.00	.00	10,000.00	10,000.00	.0
53-5300-259	HYDRO PLANT MAINTENANCE	.00	9,473.03	10,000.00	526.97	94.7
53-5300-260	BLDGS & GROUNDS SUP & MAINT	812.24	32,633.67	35,000.00	2,366.33	93.2
53-5300-270	UTILITIES	238.46	41,069.87	8,000.00	(33,069.87)	513.4
53-5300-280	TELEPHONE	754.29	10,446.44	7,000.00	(3,446.44)	149.2
53-5300-285	INTERNET SERVICE	246.28	2,469.77	1,000.00	(1,469.77)	247.0
53-5300-310	PROFESSIONAL SERVICES	1,494.98	48,401.91	65,000.00	16,598.09	74.5
53-5300-510	INSURANCE	.00	26,159.80	25,500.00	(659.80)	102.6
53-5300-610	MISCELLANEOUS SUPPLIES	970.96	8,336.96	10,000.00	1,663.04	83.4
53-5300-612	LOSS ON CLOSURE OF POWER PLANT	.00	231,369.64	.00	(231,369.64)	.0
53-5300-620	MISCELLANEOUS SERVICES	4,849.18	59,312.60	33,000.00	(26,312.60)	179.7
53-5300-630	POWER PURCHASE	462,740.25	7,585,856.75	10,500,000.00	2,914,143.25	72.3
53-5300-735	CANYON PARK IMPROVEMENTS	.00	.00	3,500.00	3,500.00	.0
53-5300-740	EQUIPMENT	.00	80,939.00	.00	(80,939.00)	.0
53-5300-750	NEW CONSTRUC, SPECIAL PROJECTS	654,433.38	1,430,092.35	1,200,000.00	(230,092.35)	119.2
	TOTAL ELECTRIC DEPARTMENT	602,345.39	12,422,200.30	14,997,500.00	2,575,299.70	82.8
	TOTAL FUND EXPENDITURES	602,345.39	12,422,200.30	14,997,500.00	2,575,299.70	82.8
	NET REVENUE OVER EXPENDITURES	359,325.67	847,184.17	4,700.00	(842,484.17)	18025.

HYRUM CITY CORPORATION
BALANCE SHEET
JUNE 30, 2024

IRRIGATION UTILITY FUND

	ASSETS			
54-1010000	CASH IN COMBINED FUND		878,116.05	
54-1311000	ACCTS REC - UTILITIES		22,508.09	
54-1311001	ACCTS REC - PRIOR PERIOD		19,080.98	
54-1312000	ALLOW FOR BAD UTILITY ACCOUNTS		(298.24)	
54-1511510	INVENTORY - IRRIGATION		5,969.45	
54-1571000	DEFERRED OUTFLOW OF RESOURCES		9,398.00	
54-1611000	LAND & STOCK - IRR UTILITY		1,245,261.09	
54-1631000	IRRIGATION DISTRIBUTION SYSTEM		6,869,736.93	
54-1632000	DEPRECIATION - IRRIG DIST SYS		(5,294,047.97)	
54-1651000	EQUIPMENT - IRRIGATION UTILITY		146,095.47	
54-1652000	DEPRECIATION - IRRI EQUIPMENT		(97,203.67)	
54-1711000	CONSTRUCTION IN PROGRESS		795.00	
	TOTAL ASSETS			3,805,411.18
	LIABILITIES AND EQUITY			
	LIABILITIES			
54-2131000	ACCTS PAY - IRRIGATION		11,448.00	
54-2228000	ACCRUED VAC PAY - IRRIGATION		6,139.84	
54-2228001	DEFERRED INFLOWS OF RESOURCES		56.00	
54-2228002	UNFUNDED PENSION PAYABLE		5,217.00	
54-2230100	ACCRUED SICK LEAVE - IRRIGATIO		9,465.87	
	TOTAL LIABILITIES			32,326.71
	FUND EQUITY			
54-2811540	CONTRIBUTED CAPITAL		4,101,602.62	
	UNAPPROPRIATED FUND BALANCE:			
54-2951000	IRR FUND - UNAPPROPRIATED	(359,368.02)		
54-2971001	UNFUNDED PENSION ADJ.	(14,791.00)		
	REVENUE OVER EXPENDITURES - YTD	45,640.87		
	BALANCE - CURRENT DATE		(328,518.15)	
	TOTAL FUND EQUITY			3,773,084.47
	TOTAL LIABILITIES AND EQUITY			3,805,411.18

HYRUM CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

IRRIGATION UTILITY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
54-3340	STATE - FEDERAL GRANTS	.00	.00	866,300.00	866,300.00	.0
	TOTAL SOURCE 33	.00	.00	866,300.00	866,300.00	.0
	UTILITY REVENUES					
54-3771	IRRIGATION SERVICE	30,306.21	361,477.24	360,000.00	(1,477.24)	100.4
54-3775	NEW CONNECTION FEES	.00	3,511.00	1,000.00	(2,511.00)	351.1
54-3779	MISCELLANEOUS REVENUES	.00	28,674.00	5,000.00	(23,674.00)	573.5
54-3781	INTEREST EARNINGS	1,622.47	34,795.23	38,000.00	3,204.77	91.6
54-3785	IMPACT FEE - "BUY-IN"	4,764.00	54,786.00	47,700.00	(7,086.00)	114.9
	TOTAL UTILITY REVENUES	36,692.68	483,243.47	451,700.00	(31,543.47)	107.0
	CONTRIBUTIONS AND TRANSFERS					
54-3830	TRANSFER FROM GENERAL FUND	510,032.00	510,032.00	510,032.00	.00	100.0
	TOTAL CONTRIBUTIONS AND TRANSFERS	510,032.00	510,032.00	510,032.00	.00	100.0
	TOTAL FUND REVENUE	546,724.68	993,275.47	1,828,032.00	834,756.53	54.3

HYRUM CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

IRRIGATION UTILITY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	IRRIGATION DEPARTMENT					
54-5400-110	SALARIES AND WAGES	1,867.83	43,143.82	70,700.00	27,556.18	61.0
54-5400-115	OVERTIME	2,095.09	6,828.53	2,000.00	(4,828.53)	341.4
54-5400-130	EMPLOYEE BENEFITS	998.53	21,191.50	41,100.00	19,908.50	51.6
54-5400-220	PUBLIC NOTICES	.00	.00	500.00	500.00	.0
54-5400-240	OFFICE SUPPLIES AND EXPENSE	.00	5,513.87	4,500.00	(1,013.87)	122.5
54-5400-250	EQUIP SUPPLIES & MAINTENANCE	4,800.08	4,800.08	10,000.00	5,199.92	48.0
54-5400-255	DISTRIB SYSTEM MAINTENANCE	4,452.78	80,525.76	30,000.00	(50,525.76)	268.4
54-5400-260	BLDGS & GROUNDS SUP & MAINT	.00	1,009.22	1,000.00	(9.22)	100.9
54-5400-270	UTILITIES	81.37	958.90	85,000.00	84,041.10	1.1
54-5400-280	TELEPHONE	.00	388.75	50.00	(338.75)	777.5
54-5400-310	PROFESSIONAL SERVICES	4,702.50	15,154.24	10,000.00	(5,154.24)	151.5
54-5400-510	INSURANCE	.00	4,196.89	4,100.00	(96.89)	102.4
54-5400-540	IRRIGATION ASSESSMENTS	1,225.00	87,518.66	85,000.00	(2,518.66)	103.0
54-5400-740	EQUIPMENT	.00	36,631.74	40,000.00	3,368.26	91.6
54-5400-750	NEW CONSTRUCTION	24,988.05	639,772.64	1,435,000.00	795,227.36	44.6
	TOTAL IRRIGATION DEPARTMENT	45,211.23	947,634.60	1,818,950.00	871,315.40	52.1
	TOTAL FUND EXPENDITURES	45,211.23	947,634.60	1,818,950.00	871,315.40	52.1
	NET REVENUE OVER EXPENDITURES	501,513.45	45,640.87	9,082.00	(36,558.87)	502.5

HYRUM CITY CORPORATION
BALANCE SHEET
JUNE 30, 2024

STORMWATER FUND

	ASSETS			
55-1010000	CASH IN COMBINED FUND		1,055,499.29	
55-1311000	ACCTS REC - STORMWATER		27,089.01	
55-1311001	ACCTS REC - PRIOR PERIOD		17,774.52	
55-1312000	ALLOW FOR BAD UTILITY ACCOUNTS		56.32	
55-1571000	DEFERRED OUTFLOW OF RESOURCES		4,519.00	
55-1611000	LAND & STOCK - STORM WATER		40,566.00	
55-1631000	STORM WATER IMPROVEMENTS		1,072,724.03	
55-1632000	DEPRECIATION - STORM WATER		(394,190.81)	
55-1651000	EQUIPMENT - STORMWATER UTILITY		225,244.55	
55-1652000	DEPRECIATION - STORM WATER EQU		(181,545.92)	
55-1711000	CONSTRUCTION IN PROGRESS		20,475.86	
	TOTAL ASSETS			1,888,211.85
	LIABILITIES AND EQUITY			
	LIABILITIES			
55-2228000	ACCRUED VACATION - STORMWATER		4,396.56	
55-2228001	DEFERRED INFLOWS OF RESOURCES		27.00	
55-2228002	UNFUNDED PENSION PAYABLE		2,508.00	
55-2230100	ACCRUED SICK LEAVE - STORMWATE		8,603.71	
	TOTAL LIABILITIES			15,535.27
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
55-2951000	STORMWATER FUND-UNAPPROPRIATED	1,641,578.45		
55-2971001	UNFUNDED PENSION ADJ.	(4,347.00)		
	REVENUE OVER EXPENDITURES - YTD	235,445.13		
	BALANCE - CURRENT DATE		1,872,676.58	
	TOTAL FUND EQUITY			1,872,676.58
	TOTAL LIABILITIES AND EQUITY			1,888,211.85

HYRUM CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

STORMWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	UTILITY REVENUES					
55-3740	STORM WATER INSPECTION FEES	900.00	13,500.00	15,000.00	1,500.00	90.0
55-3781	STORMWATER FEES	31,123.42	352,936.38	325,000.00	(27,936.38)	108.6
55-3791	INTEREST EARNINGS	4,440.91	49,834.16	34,000.00	(15,834.16)	146.6
	TOTAL UTILITY REVENUES	36,464.33	416,270.54	374,000.00	(42,270.54)	111.3
	TOTAL FUND REVENUE	36,464.33	416,270.54	374,000.00	(42,270.54)	111.3

HYRUM CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2024

STORMWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	STORMWATER DEPARTMENT					
55-5500-110	SALARIES AND WAGES	826.80	20,924.78	20,500.00	(424.78)	102.1
55-5500-115	OVERTIME	129.91	2,130.05	1,000.00	(1,130.05)	213.0
55-5500-130	EMPLOYEE BENEFITS	247.59	9,213.17	10,100.00	886.83	91.2
55-5500-220	PUBLIC NOTICES	.00	.00	500.00	500.00	.0
55-5500-230	TRAVEL & TRAINING	.00	300.00	1,000.00	700.00	30.0
55-5500-250	EQUIP SUPPLIES & MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
55-5500-255	COLLECTION SYSTEM	.00	22,800.84	15,000.00	(7,800.84)	152.0
55-5500-280	TELEPHONE	.00	206.25	.00	(206.25)	.0
55-5500-310	PROFESSIONAL SERVICES	8,939.81	32,681.18	30,000.00	(2,681.18)	108.9
55-5500-450	FLOOD CONTROL	.00	.00	3,000.00	3,000.00	.0
55-5500-510	INSURANCE	.00	501.46	500.00	(1.46)	100.3
55-5500-750	NEW CONSTRUCTION	2,027.70	92,067.68	450,000.00	357,932.32	20.5
	TOTAL STORMWATER DEPARTMENT	12,171.81	180,825.41	534,100.00	353,274.59	33.9
	TOTAL FUND EXPENDITURES	12,171.81	180,825.41	534,100.00	353,274.59	33.9
	NET REVENUE OVER EXPENDITURES	24,292.52	235,445.13	(160,100.00)	(395,545.13)	147.1

HYRUM CITY CORPORATION
BALANCE SHEET
JUNE 30, 2024

COURT TRUST FUND

	ASSETS		
72-1010000	CASH IN COMBINED FUND	(42,784.25)	
72-1111000	COURT BANK ACCOUNT	72,747.77	
72-1111001	FINES RECEIVABLE	117,138.00	
	TOTAL ASSETS		147,101.52
	LIABILITIES AND EQUITY		
	LIABILITIES		
72-2131151	ACCTS PAY - J.P. COURT	(7,517.28)	
72-2131154	ACCTS PAY - TRUST ACCOUNT BAIL	30,108.80	
72-2140000	PAYABLES TO OTHER ENTITIES	124,510.00	
	TOTAL LIABILITIES		147,101.52
	TOTAL LIABILITIES AND EQUITY		147,101.52

HYRUM CITY CORPORATION
BALANCE SHEET
JUNE 30, 2024

FUND 90

	ASSETS		
90-1632000	DEPRECIATION - IMPROVEMENTS	(81,743.00)	
90-1652000	DEPRECIATION - EQUIPMENT	81,743.00	
	TOTAL ASSETS		.00

HYRUM CITY CORPORATION
BALANCE SHEET
JUNE 30, 2024

FUND 95

	ASSETS			
95-1311411	LEVIED PROP TAXES REC 5 YEAR		(2,959.00)	
95-1571000	DEFERRED OUTFLOW OF RESOURCES		47,587.00	
95-1841000	SPEC FUND AMTS TO BE PROVIDED		(61,979.00)	
	TOTAL ASSETS			(17,351.00)
	LIABILITIES AND EQUITY			
	LIABILITIES			
95-2228000	ACCRUED VAC PAY - GENERAL		248.00	
95-2228001	DEFERRED INFLOWS OF RESOURCES		(512,118.00)	
95-2228002	UNFUNDED PENSION PAYABLE		495,072.00	
95-2230100	ACCRUED SICK LEAVE - GENERAL		2,406.00	
	TOTAL LIABILITIES			(14,392.00)
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
95-2971001	UNFUNDED PENSION ADJ.	99,076.00		
95-2972100	UNCOLLECTED PROPERTY TAX	(102,035.00)		
	BALANCE - CURRENT DATE		(2,959.00)	
	TOTAL FUND EQUITY			(2,959.00)
	TOTAL LIABILITIES AND EQUITY			(17,351.00)