



PLANNING COMMISSION MEETING

Thursday, August 13, 2026 at 6:30 PM
Council Chambers, 60 West Main, Hyrum, Utah

AGENDA

Public notice is hereby given of a Hyrum Planning Commission Meeting to be held in the Council Chambers, 60 West Main, Hyrum, Utah at 6:30 PM, August 13, 2026. The proposed agenda is as follows:

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION**
4. **APPROVAL OF MINUTES**
 - A. July 9, 2026
5. **AGENDA APPROVAL**
6. **PUBLIC HEARING**
 - A. The purpose of this hearing is to receive public comment regarding a Short-Term Rental Conditional Use Permit located at 345 East 400 South.
 - B. The purpose of this hearing is to receive public comment regarding a Short-Term Rental Conditional Use Permit located at 708 East 1150 South.
 - C. The purpose of this hearing is to receive public comment regarding a Short-Term Rental Conditional Use Permit located at 291 West 300 South.
 - D. The purpose of this hearing is to receive public comment regarding a Short-Term Rental Conditional Use Permit located at 85 North 200 West.
 - E. The purpose of this hearing is to receive public comment regarding a single-family detached and townhomes planned unit development consisting of 143 units located at approximately 1170 East 700 South.
 - F. The purpose of this hearing is to receive public comment regarding an ordinance amending Title 17 Zoning of the Hyrum City Municipal Code, to repeal Chapter 17.48 Light Manufacturing M-1 and repeal chapter 17.49 Manufacturing M-2; and create Chapter 17.48 Manufacturing Zones M-1 and M-2; and amending Section 17.04.070 Definitions to amend and include manufacturing activities definitions.
 - G. The purpose of this hearing is to receive public comment regarding an ordinance amending Title 17 Zoning of the Hyrum City Municipal Code, to create Chapter 17.63 Detached Accessory Dwelling Units.

7. SCHEDULED DELEGATIONS

- A. Russel and Michelle Bundy, Conditional Use Permit - Seeking Planning Commission approval for a Short-Term Rental Conditional Use Permit located at 345 East 400 South.
- B. Jerry Kingston, Conditional Use Permit - Seeking Planning Commission approval for a Short-Term Rental Conditional Use Permit located at 708 East 1150 South.
- C. Devin Hampton, Conditional Use Permit - Seeking Planning Commission approval for a Short-Term Rental Conditional Use Permit located at 291 West 300 South.
- D. Clay and Clarissa Allen, Conditional Use Permit - Seeking Planning Commission approval for a Short-Term Rental Conditional Use Permit located at 85 North 200 West.
- E. Clay Schaffner, Merv's Subdivision Planned Unit Development - Seeking concept plan approval for a single-family detached and townhomes planned unit development consisting of 143 Units located at approximately 1170 East 700 South.
- F. Hyrum City, Amendment - Seeking recommendation to the City Council for an ordinance amending Title 17 Zoning of the Hyrum City Municipal Code, to repeal Chapter 17.48 Light Manufacturing M-1 and repeal Chapter 17.49 Manufacturing M-2; and create Chapter 17.48 Manufacturing Zones M-1 and M-2; and amending Section 17.04.070 Definitions to amend and include manufacturing activities definitions.
- G. Hyrum City, Amendment - Seeking recommendation for an ordinance amending Title 17 Zoning of the Hyrum City Municipal Code, to create Chapter 17.63 Detached Accessory Dwelling Units.

8. ADJOURNMENT

Shara Toone
Secretary

Commission Members may participate in the meeting via telephonic communication. If a Commission Member does participate via telephonic communication, the Commission Member will be on speakerphone. The speakerphone will be amplified so that the other Commission Members and all other persons present in the Commission 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 Planning Commission at 435-245-6033 at least three working days before the meeting.

CERTIFICATE OF POSTING - The undersigned, duly appointed and acting City Secretary of Hyrum City, Utah, does hereby certify that a copy of the foregoing Notice was 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 10th day of August, 2026. Shara Toone, Secretary.

MINUTES OF A REGULAR MEETING OF THE HYRUM CITY PLANNING COMMISSION
HELD JULY 9, 2026 AT THE HYRUM CITY COUNCIL CHAMBERS, 60 WEST MAIN,
HYRUM, UTAH.

CONVENED: 6:30 P.M.

CONDUCTING: Chairman Nelson

EXCUSED: Commissioners Averie Wheeler, Marty McBride, and Michael Sovine.

PRESENT: Chairman Stephen Nelson, Commissioners Scott Casas, Paul Willardson, and Alternate Members Michael Sovine and Emily Webb.

CALL TO ORDER: There being four present and four representing a quorum, Chairman Stephen Nelson called the meeting to order.

OTHERS PRESENT: City Planner Tony Ekins, Power Superintendent Larry Coleman, Distribution Manager Blake Ballard, Water Reclamation Superintendent Angela Pritchett and eleven citizens. Secretary Bethany Sproul recorded the minutes.

PLEDGE OF ALLEGIANCE: Commissioner Webb led the governing body and the citizens in the Pledge of Allegiance.

INVOCATION: Commissioner Casas

APPROVAL OF MINUTES:

The minutes of a regular meeting held on June 11, 2026 were approved as written.

ACTION Commissioner Willardson made a motion to approve the minutes of June 11, 2026 as written. Commissioner Casas seconded the motion and Commissioners Casas, Nelson, Wheeler, and Willardson voted aye.

AGENDA APPROVAL:

A copy of the notice and agenda for this meeting was posted on the Utah Public Notice Website and Hyrum City's website, distributed to each member of the Planning Commission, and posted at the City Offices more than forty-eight hours before meeting time.

ACTION **Commissioner Casas made a motion to approve the agenda for July 9, 2026, as written. Commissioner Webb made the motion and Commissioners Casas, Nelson, Wheeler, and Willardson voted aye.**

6. PUBLIC HEARINGS

- A. Misti Hamaker, Rezone R-2 to C-2 - Seeking recommendation to the City Council to rezone from Residential Zone to R-2 to Commercial Zone C-2 located at 400 West Main Street
- B. Suzi Bates, Conditional Use Permit - Seeking Planning Commission Approval for a Short-Term Rental Conditional Use Permit located at 280 South Center Street.

7. SCHEDULED DELEGATIONS

- A. Misti Hamaker, Rezone R-2 to C-2 - Seeking recommendation to the City Council to rezone from Residential Zone to R-2 to Commercial Zone C-2 located at 400 West Main Street.
- B. Suzi Bates, Conditional Use Permit - Seeking Planning Commission Approval for a Short-Term Rental Conditional Use Permit located at 280 South Center Street.
- C. AMENDED - West Point Dairy Products, Receiving Warehouse Expansion - CONTINUATION- Seeking recommendation to the City Council for site plan approval for receiving and warehouse expansion located at 570 North 500 West.
- D. Darrel Duncan, Wilson Mini Subdivision - Seeking recommendation to the Zoning Administrator for a Mini-Subdivision Approval consisting of 2 lots located at 496 South 200 East.

8. OTHER BUSINESS

- A. Staff would like to discuss the current zoning regulations that are regulating accessory building location and height, and how the current code will relate to recent State of Utah legislation for detached accessory building.

9. ADJOURNMENT

PUBLIC HEARINGS:

THE PURPOSE OF THIS HEARING IS TO RECEIVE PUBLIC COMMENT REGARDING MISTI HAMAKER, REZONE R-2 TO C-2 - SEEKING RECOMMENDATION TO THE CITY COUNCIL TO REZONE FROM RESIDENTIAL ZONE TO R-2 TO COMMERCIAL ZONE C-2 LOCATED AT 400 WEST MAIN STREET.

City Planner Tony Ekins said that this application was regarding the old Seminary building by South Cache Middle School. The applicants do not currently own the property. It is up for sale, and the bids close on July 13th, 2026. The applicants are proposing a new use for the property, professional childcare, which is currently allowed in commercial and residential zones as an accessory use.

ACTION **Commissioner Willard made a motion to open the public hearing at 6:37 P.M. Commissioner Casas seconded the motion and Commissioners Casas, Nelson, Wheeler, and Willardson voted aye.**

Chairman Nelson asked that if anyone has comments regarding this agenda item to state their name and address for the record.

Cherry Howe, who lives at 17 South 400 West, said that she is in favor of the new use. She said that professional childcare would be a great use for the empty building. She stated that she was concerned with parking. Howe also mentioned that there is a feral cat colony nearby.

City Planner Ekins said he received a call from a citizen who was in support of the new use.

Cannon Hamaker said that they would add parking and take care of the cat problem. He said that they were also aware of the traffic issues in the area and that they would create a drop-off plan.

ACTION **Commissioner Webb made a motion to close the public hearing at 6:41 P.M. Commissioner Casas seconded the motion and Commissioners Casas, Nelson, Wheeler, and Willardson voted aye.**

THE PURPOSE OF THIS HEARING IS TO RECEIVE PUBLIC COMMENT REGARDING SUZI BATES, CONDITIONAL USE PERMIT - SEEKING PLANNING COMMISSION APPROVAL FOR A SHORT-TERM RENTAL CONDITIONAL USE PERMIT LOCATED AT 280 SOUTH CENTER STREET.

City Planner Ekins stated that a new ordinance regarding short term rentals was established recently. Short-term rentals are now required to have a conditional use permit and a business license. The city had sent out notices to short-term rentals in Hyrum, and this application was the first response the city received.

ACTION **Commissioner Webb made a motion to open the public hearing at 6:43 P.M. Commissioner Casas seconded the motion and Commissioners Casas, Nelson, Webb, and Willardson voted aye.**

Chairman Nelson asked that if anyone has comments regarding this agenda item to state their name and address for the record.

David Bates, who lives at 280 South Center, said that he would be happy to answer any questions the commission had for him.

City Planner Ekins said that he had received some support and concerns. The main concerns were regarding parking and traffic. He stated that the applicant provided a parking plan which will be along the north side of the building. One caller asked if the code required fencing to create a barrier. Ekins told them that requirement was not included in the code.

ACTION **Commissioner Willardson made a motion to close the public hearing at 6:47 P.M. Commissioner Casas seconded the motion and Commissioners Casas, Nelson, Webb, and Willardson voted aye.**

SCHEDULED DELEGATIONS:

MISTI HAMAKER, REZONE R-2 TO C-2 - SEEKING RECOMMENDATION TO THE CITY COUNCIL TO REZONE FROM RESIDENTIAL ZONE TO R-2 TO COMMERCIAL ZONE C-2 LOCATED AT 400 WEST MAIN STREET.

City Planner Ekins said that in both residential and commercial zones, professional childcare is considered as an accessory use. This would require a primary use to be assigned to the property. As the code is now, it is not possible to accept professional childcare as a primary use. Ekins said that there are four main scenarios that can be chosen from to accommodate this use. The first option is to maintain the property as R-2 and include a permitted primary use, like a single-family dwelling, and the professional childcare can be an accessory use. The applicants are

not interested in this option. Option two would still maintain the zoning of R-2, but amend the code to allow professional childcare to be either a permitted or conditional use. This would allow for any single-family dwelling to potentially become a professional childcare facility. This could lead to an increase of traffic. Option three would be to rezone the property to C-2 and include a permitted use, such as a private school, to allow for the use of professional childcare. Option four is to rezone the property to C-2 and amend professional childcare to be a permitted or conditional use. If in the future, this business decides to leave, this will open up the possibility of other permitted C-2 uses to occur on this property.

Chairman Nelson asked if there are any concerns that the applicant is not the property owner.

City Planner Ekins said that the applicant has been in contact with the real estate agent. A notice for the public hearing was also mailed to the property owner.

Commissioner Willardson explained that this application can be taken to the City Council, however, it cannot be voted on until the applicants own the property. This allows the applicant to get it to the City Council as soon as possible.

Chairman Nelson stated that even if the rezone was granted, it does not necessarily get the applicant where they would like to be. The code will still need to be changed.

Commissioner Willardson asked which scenario the applicant preferred.

City Planner Ekins answered that the applicant would prefer professional childcare to be the primary use.

Commissioner Casas said that he is in favor of keeping this property as R-2 but changing the code to allow professional childcare to be a primary use. He was concerned what type of businesses could potentially replace it. Not every type of business would be the best fitting next to a school.

Commissioner Willardson pointed out that if they change the code for professional childcare to be a primary use in R-2 zones, then it could potentially be put in any residential area.

City Planner Ekins said that regular residential lots would not be able to accommodate the parking requirements professional

childcare needs without heavy alteration to the property.

Cannon Hamaker said that they would prefer to change the zoning. The construction costs and time to change the building to accommodate as a living space as well as a childcare facility would be quite a lot. It would also limit the amount of space to be dedicated to childcare. He was unsure how to resolve the concerns regarding future businesses on this lot. As a member of the community, he would also be concerned with some other types of commercial businesses setting up shop there with a close proximity to the school. He said that the Church of Jesus Christ of Latter-Day Saints, the property owner, is aware of this application. Hamaker said that they have not received any feedback from them. They would just like to get the process started.

Chairman Nelson stated that as the code stands right now, professional childcare is only permitted as an accessory use in both R-2 and C-2 zones. He said that it makes sense for it to be an accessory use for residential zones.

Commissioner Casas said that he would be in favor of changing the zoning to C-2 under the condition the applicant acquires the property and obtains a conditional use permit.

Commissioners Willardson and Webb both agreed.

Chairman Nelson said that professional childcare should be moved from an accessory use to a primary use. He does not have strong feelings whether it should be a permitted or conditional use. The property diagonal from this application is zoned as C-2. He said that out of the options Ekins presented at the beginning, number three would be the best.

Commissioner Willardson said that it is a commercial-like building and commercial-like lot. His only concern is if in the future a new business comes by that is not compatible with a school being close by.

Chairman Nelson asked if there is any additional guidance the general plan would offer for this area.

City Planner Ekins said there is not.

ACTION

Commissioner Willardson made a motion to recommend approval of rezoning a residential zone to R-2 to a commercial zone C-2 located at 400 West Main Street with

the contingency of either they receive the property owner's consent or the Hamaker's become the property owner. Commissioner Casas seconded and Commissioners Casas, Nelson, Webb, and Willardson voted aye.

SUZI BATES, CONDITIONAL USE PERMIT - SEEKING PLANNING COMMISSION APPROVAL FOR A SHORT-TERM RENTAL CONDITIONAL USE PERMIT LOCATED AT 280 SOUTH CENTER STREET.

City Planner Ekins said that this was the first short term application that the city received. The northeast area that abuts the chapel is the main area for the short-term rental and will consist of three levels. Ekins said the north facing windows in the bunk and theater room will need to be replaced with emergency exit windows to comply with the city ordinance. It must be completed for it to be permitted to have people sleep in that room. The fire department provided requirements for the windows to meet exiting standards. The main level consists of the living room and kitchen. The upper level has three bedrooms and two bathrooms. The occupancy load will allow for 15 occupants. There is no public school within 660 feet. This short-term rental will remain owner occupied. A business license will be required after the conditional use is issued.

Chairman Nelson invited the applicants to come to speak about their application.

David Bates stated that this was the first they had heard about needing to change the glass block windows. He asked if the door and stairwell were insufficient exits.

City Planner Ekins explained that fire and building code requires window exits. Hyrum city code states that short term rentals must meet building code.

Chairman Nelson added that the State of Utah is the one who adopts the building code, and the city must follow those regulations.

Bates asked why a window must be provided for an exit when there is a door available.

Chairman Nelson stated that the building official is the one with the interpretative authority over building code. The commission would have applicants comply with building code, but cannot dictate what the building code is.

City Planner Ekins said that adding in windows is for the safety of the occupants. If the windows do not get changed, the room cannot be used as a sleeping room.

Chairman Nelson explained that since this room will have occupants sleeping in there, there are different requirements for emergency exits as compared to when this building was used with a high occupancy load in mind.

City Planner Ekins said that if a fire blocked the doors, then the occupants would be trapped. The window will provide another way people could exit if needed.

Chairman Nelson asked that since the short-term rental will remain owner occupied, if the remainder of the house is just for personal use.

Bates answered yes.

The commission went through items F, 1 through 9 to discuss if there were any concerns. For most of the items the commission did not find that there would be any additional nuisances that would occur with a short-term rental compared to if it was just a single-family home. The only concern brought up was that the building needs to meet fire and building code.

City Planner Ekins reaffirmed that the international code council is the group that regulates the code that states, counties, and cities must follow. It is the city's obligation to license safely and responsibly. If the room does not meet the safety regulations, then it cannot be used as a sleeping room.

ACTION **Commissioner Casas made a motion to recommend approval for a short-term rental conditional use permit located at 280 South Center Street with the condition that the structure meets international building and fire code. Commissioner Webb seconded the motion and Commissioners Casas, Nelson, Webb, and Willardson voted aye.**

WEST POINT DAIRY PRODUCTS, RECEIVING WAREHOUSE EXPANSION - CONTINUATION - SEEKING RECOMMENDATION TO THE CITY COUNCIL FOR SITE PLAN APPROVAL FOR RECEIVING AND WAREHOUSE EXPANSION LOCATED AT 570 NORTH 500 WEST.

City Planner Ekins said that this was a continuation from the previous Planning Commission meeting. West Point Dairy took the

comments from city staff to their engineers and provided responses to each one. There are three main items that are still in discussion, which are: Traffic patterns, and the public utilities and capacities for the city power and city sewer.

Ekins said that there is a Hyrum City code that regulates traffic when there are trucks that come in and out of a site with products. The applicant has provided different concepts for their plan. Ekins explained that 700 North is a planned road in the area for the industrial district. Many other organizations have been watching the area to see how it develops. It is important to remember that while it is unpaved, and does not have much traffic now, it is anticipated for the future. Roadways and intersections are meant to move traffic through. Any potential issues with the impediment of traffic due to trucks coming and going from the site should be fixed during the planning phase.

City Planner Ekins said that he invited Power Superintendent Larry Coleman and Water Reclamation Superintendent Angela Pritchett to speak regarding the concerns of this project related to their departments.

Power Superintendent Larry Coleman said that his department has been working with West Point Dairy on this application process. They would like their business to succeed. However, there are concerns regarding both the capacities of the city and the applicant.

Commissioner Willardson asked if the first phase will overdraw their current system.

Power Superintendent Coleman said that they are still working with the applicant's engineers to get the load calculations. The numbers initially given did not match the numbers the city has on their meters. He is concerned about what the applicant brings in versus what can actually be handled. There has been discussion that the applicant may bring in new loads and phase out some old ones, but Coleman was unsure how that would play out. The biggest concern is that there is one feed that goes in currently, but it has to be divided amongst their transformers. The Power Department is currently waiting on a control building for their substation that could help accommodate it, which is about a year out. Another concern is that the transmission line is at capacity. While the department is working on upgrading it, it still takes time.

Commissioner Casas asked if the line is owned by Rocky Mountain Power or the city.

Power Superintendent Coleman answered that it is the city's. They have an intertie connect with Rocky Mountain at the mouth of Blacksmith Fork Canyon, which at that point, the city takes possession of it.

Commissioner Casas asked if the either city assets or city customers would be negatively affected if this site plan expansion was approved.

Power Superintendent Coleman said it potentially could.

Commissioner Casas asked the difference of the effect of adding multiple homes to the system in comparison to this expansion.

Power Superintendent Coleman said that a residential load has less of an impact than a commercial load does. He said that the city should be able to handle the first phase of the applicant's expansion. However, he is not as sure about the following phases.

Commissioner Casas asked if the natural gas plant next to West Point Dairy is at capacity.

Power Superintendent Coleman said that it is not. It can generate up to seven and a half megawatts of power. It is enough to run the applicant's operations, however, he does not want to rely on generation to run their facility. It is meant to be used for peak shaving loads, to ease the burdens of the transmission lines.

Commissioner Casas said he mentioned it to see if there is a way to help the applicant move forward without it causing harm to the rest of the city.

Distribution Manager Ballard said that generators are expensive to run. However, they would like the business to succeed. As long as the department receives the correct numbers, this phase of the project should be fine.

Power Superintendent Coleman reassured that the first phase can be handled, it is the following phases they are not ready for. As long as the power department receives reliable data, it should get worked out.

Commissioner Casas asked if Coleman had any recommendations for conditions for the Planning Commission to include in their motion.

Power Superintendent Coleman answered that they just want accurate

and detailed load data.

Commissioner Willardson asked what is causing the discrepancies.

Power Superintendent Coleman said he was not sure. The city's meters are accurate within .002%. The demands they see are different from what the applicant is giving them. The additional loads would be coming from their electrical engineer, but he is unsure how those are being calculated. It is not always clear if the data the applicant presents is the same as what the power dept is looking at.

Commissioner Casas asked if there is any worry on approving housing in the future.

Power Superintendent Coleman said that if an application comes in that the city cannot support, the power department will let it be known. Coleman said that the biggest challenge is upgrading the transmission line to a higher capacity, but is the biggest priority for the power system so additional developments can be supported.

Chairman Nelson thanked Power Superintendent Coleman for his time and invited Water Reclamation Superintendent Angela Pritchett up to discuss the site plan application.

Water Reclamation Superintendent Angela Pritchett said that the treatment plant is at 75% capacity. There was not as much as originally thought when Millville City connected to the system. The department is currently working on a master plan which will help prepare with growth and give a detailed roadmap. It takes time to build treatment plants, so they cannot wait until it reaches capacity. Pritchett anticipates the master plan will have them upgrade within the next five years.

West Point Dairy operates under an industrial discharge permit, which has expired. Pritchett said she tried to get the State of Utah to update it with flow volume parameters so the dairy can only send over so much a day. The state told them that they are overallocated, and would not update the dairy's permit.

Pritchett explained that West Point Dairy does not have a meter that tracks how much wastewater is discharged from their facilities. Typically, commercial entities are charged based off of water usage. It was recently brought to her attention that West Point Dairy brings in 200,000 gallons per day of product. This means not all of the water is getting measured that gets sent to the treatment plant. They asked West Point Dairy to install a

meter, and they are working on complying with that request.

Commissioner Willardson asked if the amount of clear water that gets sent to the treatment plant makes a difference.

Water Reclamation Superintendent Pritchett said the issue is more with hydraulic capacity. The state permits the treatment facility to only discharge 2 million gallons per day. They are currently sitting at 1.5 million gallons per day.

Commissioner Casas asked if the 45,000 gallons of clear water can be diverted for agriculture uses.

Water Reclamation Superintendent Pritchett answered that it would have to be handled through a permit with the Utah Division of Water Quality. She said that the treatment plant cannot continuously accept more wastewater. At the very least, she would like a cap on how much West Point Dairy can send to the treatment facility. Other options have been discussed like West Point obtaining a UPS permit, which would allow them to discharge water into another body of water, but must meet certain water cleanliness standards. It had also been discussed that JBS could take in some of West Point Dairy's wastewater as they have a UPS permit.

Commissioner Casas asked how much wastewater gets put back into the irrigation system.

Water Reclamation Superintendent Pritchett answered that all of it goes into irrigation for six months of the year. It was discussed that the applicant applies for a reuse permit, however those are expensive.

Chairman Nelson thanked Pritchett for her time and then invited J.D. Rhea to speak regarding the site plan.

J.D. Rhea with West Point Dairy said that they were able to come up with a new plan that utilizes two scales. There is a scale as the trucks come in, they unload and then go through another scale on the way out.

Commissioner Willardson asked about the electrical data.

Rhea said that they will work on getting the specified data to the power department.

Commissioner Willardson asked what their sewer metering process has been.

Rhea said that the meters they had before were fairly accurate but not certified. A new meter has been installed that meets the proper certifications.

Commissioner Willardson asked if there are times that they use more water or if it is consistent throughout the year.

Rhea said that it is very consistent. Most of their processes are running throughout the whole year. The water that gets sent out could vary. They had discussed numbers with Superintendent Pritchett of the amount they can send out and asked for a compliance schedule to reach that number. He is confident they are discharging about 220,000-230,000 gallons a day. The 40,000-45,000 gallons of clear water will be the first water that they will polish, pasteurize and reuse at the plant. The technology that they have learned to use at the milk plant will be added to the butter plant over the next couple of years. He intends that as early as late fall; they will start catching the clear water and reusing it. He said that they are already working on alternatives in case they ever start getting more category one water than they can store.

City Planner Ekins said that West Point Dairy received guidance from previous city staff that led to some setback discrepancies. On 500 West, they were given a line they could build out to for the silos. However, there was a 9.8-foot discrepancy from where the new 30-foot setback is. City code allows the Planning Commission to accept that beyond the setback line. The same scenario occurred with the existing scale, which created a 2.8-foot encroachment into a dedicated right of way line. The right of way is 78 feet wide with 37 feet of asphalt and a 2 and half foot shoulder. The distance between the existing truck scale and the edge of the asphalt is 17.7 feet. This street section is planned to have 37 feet of asphalt, irrigation ditches on each side, and have storm collection, but no curb, gutter or sidewalks. Ekins recommended that if these discrepancies are going to cause issues with trucks and traffic, the setbacks should be changed. If these setbacks stay the way they are, the city should enter into a hold harmless agreement with West Point Dairy that is drafted and approved by the city attorney.

Chairman Nelson clarified that while the Planning Commission can make exceptions for setbacks, City Council must be the one to approve the encroachment.

Commissioner Casas said that while the situation is very complex,

they need to move forward. What they would be approving today is phase one, which should not affect the power system. Sewer has not been figured out quite yet, but a solution seems to be getting worked on. The encroachment can be handled by a hold harmless agreement. The truck routes were resolved. Casas asked when 700 North would get paved.

Power Superintendent Coleman said that it has not been bid out yet, but it has been budgeted for this year.

City Planner Ekins said that city staff requested a traffic study from the applicant to provide the engineer designing the road, which was received.

Chairman Nelson said that he is concerned that the city cannot guarantee services for this project. They should not give approval to something the city cannot adequately serve. He suggested they table the item to give more time for West Point Dairy to provide the information the Power and Water Reclamation departments need.

Commissioners Willardson and Webb agreed with Chairman Nelson.

Commissioner Casas said that they should recommend approval for the first phase as the Power and Water Reclamation departments will not be harmed in the first phase.

Commissioner Willardson said that the city does not have any calculations for the first phase.

Water Reclamation Superintendent Pritchett asked if it was the Planning Commission or City Council that would approve of requiring West Point Dairy to get an equalization tank that would help improve how much water would get sent to the treatment plant.

Commissioner Willardson answered that it would be something the Planning Commission recommends to the City Council, who would be the ones to approve it.

Rhea said that this was the reason why they were requesting a compliance schedule to meet the agreed number. The amount that was decided was achievable; it just will take time to reach that goal. They have already ordered the silos that would store the water that they will reuse.

Rhea said that the scale they have now accommodates traffic from both directions. If they switch up the control box to the other end, the traffic can be flipped. The plans that were provided were

based on how the road is now. Once the road gets paved, changes can be easily made.

Chairman Nelson said that the Planning Commission has the obligation to ensure that the applications that come through are compliant with the city standards and can be adequately served. If the commission feels that there is not enough information for the applicant to prove they meet the requirements, he is hesitant to give a positive recommendation, based upon the assumption they will meet the standard.

Commissioner Webb said she had the same concerns as Nelson. It is very concerning that the sewer is already close to capacity.

Commissioner Casas asked if phase one would change the water volume.

Rhea said that with phase one, the water load should go down.

Commissioner Webb asked if there was any supporting evidence to show that it would go down.

Rhea said that the clear water will immediately come out of the total.

Commissioner Willardson stated that even though a new meter has been installed, they do not have a baseline of what is coming from the site.

Rhea said that the certified meter is confirming the data from their other meters.

Chairman Nelson asked if the state approved the permit for West Point Dairy to reuse clear water.

Rhea said they already have a permit to use category one water in the plant, which was approved by the Department of Agriculture. They just do not have the capacity to hold the extra 45,000 gallons.

Water Reclamation Superintendent Pritchett said she was unsure that even if the 45,000 gallons of water is reused, when production is doubled, how would that not overall increase the water usage.

Rhea said there is a difference of technology from the old plant to the new one. It is replacing equipment, not just adding more equipment. It is capable of more output, but it will not be washed

more often.

ACTION Commissioner Casas made a motion to recommend approval for site plan expansion for receiving and warehouse expansion located at 570 North 500 West with the requirement that equalization tanks be installed and that they continue to work with the power department on the power loads. The motion fails due to a lack of a second.

ACTION Commissioner Webb made a motion to table site plan approval for receiving and warehouse expansion located at 570 North 500 West until precise numbers for the Power and Water Reclamation Department are provided. Commissioner Willardson seconded the motion, and Commissioners Nelson, Webb, and Willardson voted aye. Commissioner Casas voted nay.

DARREL DUNCAN, WILSON MINI SUBDIVISION - SEEKING RECOMMENDATION TO THE ZONING ADMINISTRATOR FOR A MINI-SUBDIVISION APPROVAL CONSISTING OF 2 LOTS LOCATED AT 496 SOUTH 200 EAST.

City Planner Ekins said that the applicant is not in attendance at the meeting. He said the application does meet the criteria for a mini subdivision. He said a surveyor has gone through and made corrections to the plat. Ekins explained that there are signature blocks for franchised utilities. The city attorney does not like signing plats with those left blank. However, it seems like those signatures can be very difficult to get. In the past, they have been left blank. He asked for the Planning Commission to provide feedback on that issue.

Commissioner Nelson said that it is uncommon for franchised utilities to sign the plats. Due to the private companies having a contract with the state, they are obligated to provide their services. He said he would be fine if the signature blocks for the franchised utilities get removed.

Commissioner Willardson asked if they need to decide if curb and gutter should be required in this mini subdivision.

City Planner Ekins said that the code states that it is part of the criteria for the Planning Commission to look at.

Commissioner Nelson asked if the curb and gutter should be installed.

Commissioner Webb said that there is a comment that says city staff sees no need for it to be installed.

Commissioner Willardson asked if the city would be able to tell someone that they must install curb and gutter if someone decides to build on the lot in the future.

City Planner Ekins said he did not know. If it was a full subdivision, it would be required. He said that in the discussion with Public Works Director Kade Maughan, Maughan said that the shoulders of the road can handle the stormwater.

Chairman Nelson asked if a sidewalk would be required on the south side.

City Planner Ekins said that there is sidewalk across the street.

Commissioner Willardson said that the sidewalk would not be necessary then.

Chairman Nelson said that sidewalks are a part of pedestrian infrastructure. It should be required on the south side. There would be no need to do any additional dedication as there is plenty of right of way.

Commissioner Casas stated that many of the residents were upset that the sidewalk was installed.

Commissioner Webb said that while she understood the frustration the residents had, sidewalks are necessary as traffic increases.

Commissioner Nelson said that since a sidewalk has been installed in the area, the city has shown that there is a need for them. Sidewalk on the southern boundary on 500 South should be required. Curb and gutter does not need to be required.

City Planner Ekins said there is both pedestrian and vehicular traffic on both sides of the road.

Commissioner Willardson said that he is fine without the curb and gutter, but does not like the idea of adding sidewalks in this area.

Commissioner Casas said he is not in favor of installing sidewalks in the older parts of town.

Chairman Nelson said that sidewalks increase the safety of pedestrians. The city has already started installing sidewalks to facilitate safer transportation for pedestrians.

ACTION Commissioner Casas made a motion to recommend approval for a 2 lot mini-subdivision located at 496 South 200 East with the requirement that a sidewalk will be installed on the south side of lot two. Commissioner Webb seconded the motion.

ACTION Commissioner Willardson made a motion to amend the motion to recommend approval for a 2 lot mini-subdivision located at 496 South 200 East with the requirement that a sidewalk will be installed on the south side of lot two and remove the approval of Comcast, Century Link, and Comcast from the plat. Commissioner Casas seconded the motion, and Commissioners Casas, Nelson, Webb, and Willardson voted aye.

ACTION Commissioner Willardson made a motion to adjourn for a five minute recess. Commissioner Casas seconded the motion. Commissioners Casas, Nelson, Webb, and Willardson voted aye. Adjourned at 9:27 P.M.

The Planning Commission meeting reconvened at 9:32 P.M.

OTHER BUSINESS

STAFF WOULD LIKE TO DISCUSS THE CURRENT ZONING REGULATIONS THAT ARE REGULATING ACCESSORY BUILDING LOCATION AND HEIGHT, AND HOW THE CURRENT CODE WILL RELATED TO RECENT STATE OF UTAH LEGISLATION FOR DETACHED ACCESSORY BUILDING.

City Planner Ekins stated that the effective date for new State of Utah legislation regarding detached accessory buildings is October 1, 2026. He said that based on previous discussions, he struck out the section that stated that those who wish to deviate from the standards that they may petition to the Planning Commission.

The State of Utah advised that cities cannot regulate any lot greater than 11,000 square feet regarding detached ADUs. They

also require that there must be a process for legally constructed accessory structures to convert it to a detached accessory dwelling unit if it meets certain criteria.

Ekins explained that detached garages may be placed at the twenty-five foot front setback line but the combination of the house and garage must still meet the side yard setback if the front of the garage is not behind a line established by the back wall of the house. Detached garages placed in other areas must meet the minimum side and rear setbacks of one foot from the roof edge.

Ekins said that currently, up to 50% of the rear yard can be filled with buildings. He showed the commission two different slides that compare an accessory building taking up to 50% compared to 25%. Ekins provided visuals that showed where two story structures could be placed on the lot and how that would look from different points of view. He also provided potential regulations that could be put on detached dwelling units and provided visuals of how that would look from aerial views and street views.

Chairman Nelson asked if a two-story accessory build must meet the primary building setbacks.

City Planner Ekins answered that it can. He said that he has gone through this process before and that was what the outcome was. Ekins said that there is a minimum of a 25-foot setback and a maximum of 50 feet for the front to protect from too much inner block development.

Commissioner Casas asked if there was a demand for detached accessory dwelling units.

City Planner Ekins answered that there is a demand for them.

Chairman Nelson said that based upon his experience with detached ADUs, is that some cities will just not allow two story ADUs or an increased setback would be imposed. Some codes have even had the option that restricted where windows would be allowed on the structure.

City Planner Ekins provided an example of a code that addresses privacy concerns on detached accessory buildings. It said that fencing must be installed to mitigate the impact of the unit location. Windows would be prohibited that face adjoining properties, unless required by building, health and fire codes.

If those are required, a frosted, translucent or stained type of non-see through window must be installed. Balconies and rooftop decks would be prohibited. Exterior stairways and landings must not encroach into the accessory building setback from the property line.

Ekins said that he plans to start drafting up the code and have a public hearing for it for the next Planning Commission meeting.

ADJOURNMENT:

ACTION There being no further business before the Planning Commission, the meeting adjourned at 10:05 p.m.

Stephen Nelson
Chairman

ATTEST:

Bethany Sproul
Secretary

Approved: _____
 As Written



60 West Main Street
Hyrum, Utah 84319
Ph. (435) 245-6033
www.hyrumcity.gov

Staff Evaluation First Review

Application: Russel and Michelle Bundy, Conditional Use Permit – Seeking Planning Commission approval for a Short-Term Rental Conditional Use Permit located at 345 East 400 South. Application #26-020

Application Number: 26-020
Preparation Date: July 28, 2026
Applicant Name: Russel and Michelle Bundy
Property Owner: Russel & Michelle Bundy
Property Address: 345 East 400 South
Parcel Number: 01-067-0301
Parcel Area: 0.23 Acres

Planning Commission: August 13, 2026
Application Type: Conditional Use Permit
Nature of request: Short-Term Rental

Current Zone District: Residential Zone R-2. The R-1/ R-2 Zone is a mixed density residential zone. Its minimum lot size is 9,900 square feet for a single-family dwelling. This zone is eligible for appropriately located Planned Unit Developments (PUDs).

Adjacent zoning designations and uses of the subject property		
North	Residential Zone R-2	Single-family Dwellings
East	Residential Zone R-2	Single-family Dwellings
South	Residential Zone R-2	Single-family Dwellings
West	Residential Zone R-2	Single-family Dwellings

Application Overview:

The Applicant desires to apply for a Conditional Use permit and Business License to include a Short-Term Rental (STR). The purpose of a STR is to provide rental options intended for fewer than 30 consecutive days in a residential unit of any portion of a residential unit. The STR maximum occupancy shall be no more than one (1) occupant per two hundred (200) square feet of open-floor space area of the residential structure or portion of residential structure that is occupied as a STR. (i.e., if the open-floor space area is 2,400 square feet, the maximum occupancy shall be no more that twelve (12) occupants. Additional onsite parking is required, and the parking of trailers, boats, ATVs, or similar pull-behind equipment associated with the guest use shall be contained on the lot or parcel of the licensed STR and shall not be parked within the public right of way. The STR is subject to Hyrum City zoning ordinance, business license ordinance, and conditional use permits ordinance.

A conditional use shall be approved if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards. If the reasonably anticipated detrimental effects of a proposed conditional use cannot be mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards, the conditional use may be denied. Approval shall consider the following items:

- A. That the proposed use is necessary or desirable and will contribute to the general well-being of Hyrum City;
- B. That the use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;
- C. That the proposed use will comply with the regulations of this title as may be applicable;
- D. That the proposed use is in harmony with the intent of the zone in which it is located.
- E. That the infrastructure will support the new facility.
- F. In setting conditions, the Planning Commission shall show relationship to the broad area of concern to which each condition applies. These areas include:
 - 1. Traffic
 - 2. Noise
 - 3. Odor
 - 4. Pollution
 - 5. Hours of operation
 - 6. Design criteria
 - 7. Lighting
 - 8. Visual blight
 - 9. Safety conditions not related to one of these broad areas may not be imposed.

STAFF COMMENTS

Planning and Zoning Department:

- 1. Supports the Short-Term Rental.
- 2. Total open area presented:
 - a. Main level: 1140 sq. ft.
 - b. Occupancy: $1140/200 = 5$ occupants

Planning Commission Responsibility:

- 1. The Planning Commission may approve a Conditional Use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards.
- 2. The Planning Commission may deny a Conditional Use if the reasonably anticipated detrimental effects of a proposed Conditional Use cannot be mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards.
- 3. The Planning Commission should have a thorough discussion of the application, staff comments, and specifying conditions and requirements.

Staff Recommendations:

- 1. The Planning Commission may make a motion specifying conditions and requirements, and staff comments.

Stipulations:

- 1. The STR business license application shall be referred for approval to the Hyrum City Fire Department for investigation and inspection as to whether all ordinances and codes pertaining to fire and safety compel compliance prior to the issuance of a Short-Term Rental Business License.

Finding of Facts:

- 1. A Short-Term Rental is a Conditional Use in the Residential Zone R-2.

Attachments:

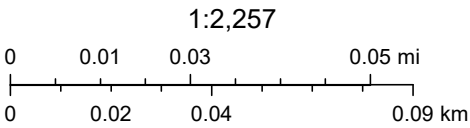
- 1. Vicinity Map
- 2. Applicant Submitted Documents

Vicinity Map



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-  Municipal Boundaries
-  County Boundary
-  Cache Parcels



Microsoft, Vantor

Organizational Strategy Plan

Short-Term Rental Conditional Use Permit Application

Property Address: 345 E 400 S, Hyrum, Utah

Applicant / Property Manager: Russ Bundy

Phone: 435-232-3721

1. Purpose of Plan

This Organizational Strategy Plan is submitted as part of the Conditional Use Permit application for the short-term rental property located at **345 E 400 S, Hyrum, Utah**.

The purpose of this plan is to demonstrate how the property will be managed in a safe, clean, orderly, and responsible manner. The plan addresses routine outdoor property maintenance, garbage and refuse management, emergency contact information, and property manager contact information.

The goal of this plan is to minimize impacts on surrounding properties and the neighborhood while ensuring that the property remains well maintained and properly managed during short-term rental use.

2. Property Management Responsibility

The property will be managed by:

Russ Bundy

Phone: 435-232-3721

Russ Bundy will serve as the primary property manager and contact person for the short-term rental. He will be responsible for guest communication, property oversight, maintenance coordination, garbage and refuse management, response to complaints or concerns, and coordination with emergency services or Hyrum City as needed.

3. Routine Outdoor Property Maintenance Strategy

The property will be maintained in a clean, safe, and orderly condition. Routine outdoor maintenance will be performed on a regular basis and as needed between guest stays.

Outdoor maintenance will include the following:

- Maintaining the lawn, landscaping, walkways, driveway, and exterior areas in good condition.

- Removing trash, debris, leaves, branches, weeds, and other refuse from the exterior of the property.
- Keeping the front entry, driveway, walkways, and guest access areas clear and safe.
- Inspecting exterior lighting and addressing burned-out bulbs or lighting issues.
- Maintaining outdoor furniture, patios, porches, and other guest-use areas in a clean and orderly condition.
- Monitoring the exterior of the property for damage, safety hazards, pest issues, or needed repairs.
- Arranging snow removal and ice mitigation during winter months as conditions require.
- Ensuring that garbage and refuse storage areas remain clean, contained, and orderly.

Routine exterior inspections will occur during guest turnovers, scheduled maintenance visits, or as otherwise needed. Any visible damage, safety concern, excessive trash, or maintenance issue will be addressed promptly by the property manager or an assigned vendor.

The property manager may use cleaners, landscapers, snow removal providers, handymen, or other vendors to assist with routine maintenance; however, the property manager will remain responsible for ensuring that the property is properly maintained.

4. Temporary Garbage and Refuse Storage

Garbage and refuse will be managed in a way that prevents overflow, odor, pests, wind-blown trash, and visual nuisance to neighboring properties.

Guests will be instructed to place all household garbage in tied bags before placing it in the outdoor garbage container. Loose trash, food waste, boxes, and other refuse will not be allowed to accumulate outside the home.

Garbage containers will be stored in a designated location on the property that is accessible for guests, cleaners, and collection service while also being maintained in an orderly manner.

Temporary garbage and refuse storage will be handled as follows:

- Garbage containers will be monitored between guest stays.
- Trash will not be allowed to accumulate outside of approved containers.
- Excess garbage, if any, will be removed promptly or stored temporarily in a secure and sanitary location until it can be properly disposed of.
- Large items, broken furniture, packaging, or maintenance debris will be removed from the property as soon as reasonably possible.
- The garbage storage area will be checked during turnovers and maintenance visits.
- If guests leave excessive garbage or refuse, the property manager will arrange for removal and document the issue as needed.

5. Garbage Collection Strategy

The property manager will ensure that garbage containers are placed for collection according to the applicable collection schedule and local requirements.

The garbage collection strategy will include:

- Ensuring garbage containers are available for guest use.
- Providing instructions to guests regarding proper trash disposal.
- Placing containers for collection as required.
- Returning containers to the designated storage area after collection.
- Checking for overflow or missed collection issues.
- Arranging additional disposal if trash exceeds normal container capacity.

If trash volume increases due to guest use, the property manager will make arrangements for additional disposal, larger container capacity, or more frequent removal as needed.

6. Emergency Contact Information

The following emergency and non-emergency contact information will be made available for the guests

Emergency Services

Emergency: 911

Guests, neighbors, vendors, or the property manager should call 911 in the event of a fire, medical emergency, crime in progress, serious injury, active threat, carbon monoxide alarm, suspected gas leak, or any other immediate danger to persons or property.

Cache County Dispatch / Non-Emergency

Cache County Dispatch / Non-Emergency: 435-753-7555

This number may be used for non-emergency law enforcement or dispatch-related matters, including non-urgent police concerns, suspicious activity, noise issues, parking concerns, welfare concerns, or other matters that do not require immediate emergency response.

Property Manager

Russ Bundy
Phone: 435-232-3721

The property manager should be contacted for short-term rental operational issues, guest concerns, property damage, maintenance needs, trash concerns, neighborhood complaints, access issues, utility issues, or other property-related matters.

7. Response to Complaints or Concerns

The property manager will respond to complaints or concerns related to the short-term rental in a timely and responsible manner.

Complaints or concerns may include, but are not limited to:

- Excessive noise.
- Trash or refuse concerns.
- Parking concerns.
- Guest behavior concerns.
- Property damage.
- Exterior maintenance issues.
- Safety hazards.
- Neighbor concerns.

Upon receiving a complaint or concern, the property manager will evaluate the issue and take appropriate action. This may include contacting the guest, contacting a vendor, visiting the property, arranging cleanup or repairs, contacting dispatch for non-emergency assistance, or taking other reasonable steps to resolve the issue.

For emergencies or immediate threats to safety, 911 should be contacted first.

8. Guest Instructions

Guests will be provided with basic property expectations to help ensure that the property is used responsibly and does not create adverse impacts on the neighborhood.

Guest instructions will include:

- Place all trash in tied bags before putting it in the outdoor garbage container.
- Do not leave trash, food waste, boxes, or personal items outside the home.
- Do not allow garbage to overflow or become scattered.
- Keep outdoor areas clean and orderly.
- Respect neighboring properties and avoid creating excessive noise or nuisance conditions.
- Contact the property manager for property-related concerns.
- Call 911 in the event of an emergency.

These instructions may be provided through the booking platform, house rules, guest manual, posted information in the home, or other guest communication methods.

9. Vendor and Turnover Oversight

Cleaners, maintenance workers, landscapers, snow removal providers, and other vendors may be used to assist with property operations.

Vendors will be expected to report the following to the property manager:

- Excessive trash or refuse.
- Property damage.
- Safety hazards.
- Exterior maintenance concerns.
- Guest misuse.
- Broken or missing items.
- Snow or ice concerns.
- Pest activity.
- Any condition that may negatively affect the property or surrounding neighborhood.

The property manager will coordinate appropriate corrective action when issues are reported.

10. Seasonal Maintenance Considerations

The property manager will adjust maintenance activities based on seasonal conditions.

Spring and Summer

During spring and summer, the focus will be on lawn care, landscaping, weed control, exterior cleanliness, garbage control, pest monitoring, and maintaining outdoor guest areas.

Fall

During fall, the focus will be on removing leaves and debris, preparing exterior areas for winter, checking drainage areas, and ensuring that garbage storage areas remain clean and accessible.

Winter

During winter, the focus will be on snow removal, ice mitigation, maintaining safe access to the home, keeping garbage containers accessible, and monitoring exterior lighting and safety conditions.

11. Plan Review and Updates

This Organizational Strategy Plan will be reviewed periodically and updated as needed. Updates may be made if there are changes to property management, emergency contact information, garbage collection procedures, maintenance providers, guest instructions, or City requirements.

The property manager will remain responsible for ensuring that the short-term rental continues to operate in accordance with this plan and any conditions of approval associated with the Conditional Use Permit.

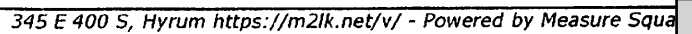
12. Summary

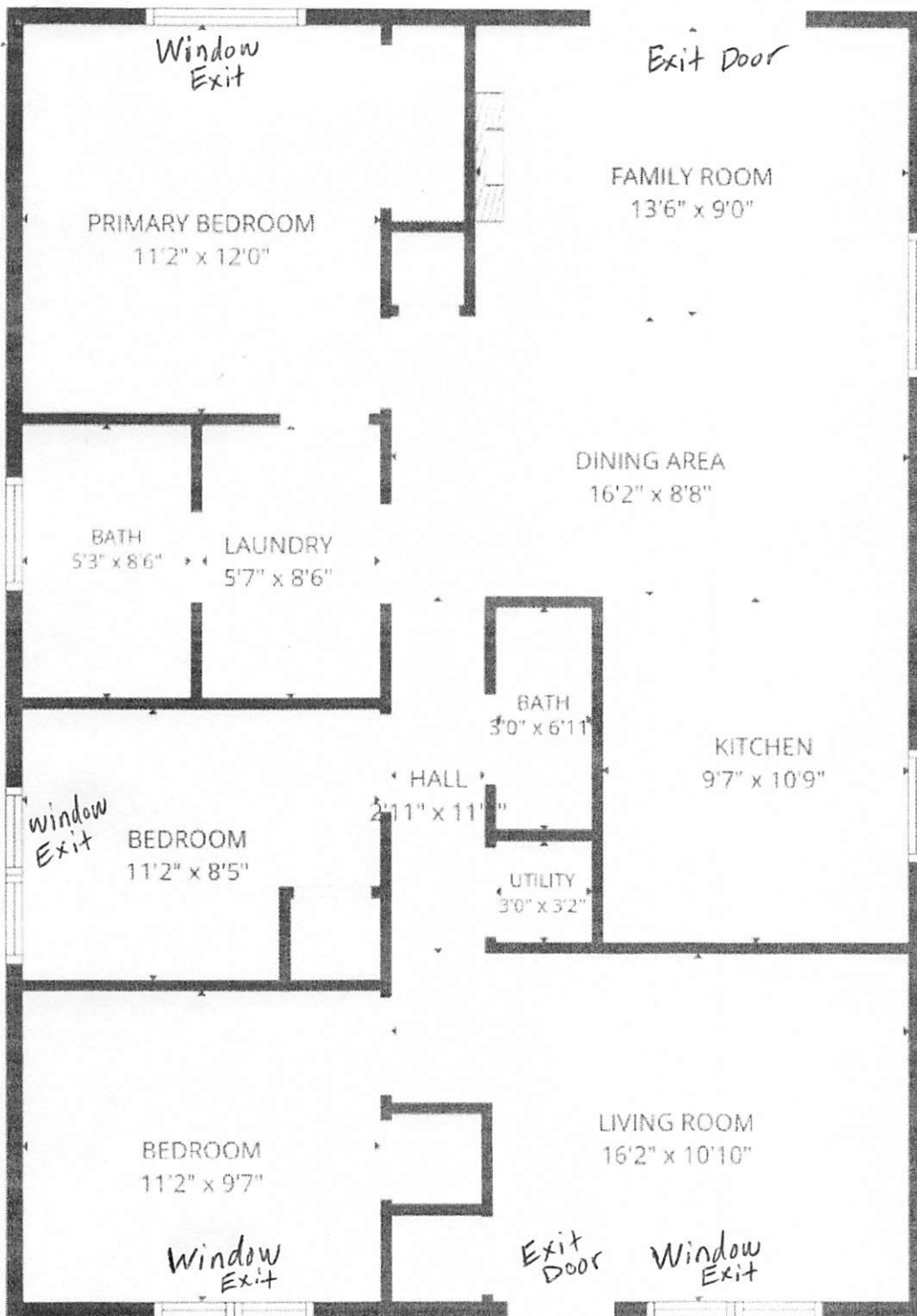
The short-term rental property located at **345 E 400 S, Hyrum, Utah** will be managed with the intent to maintain a clean, safe, orderly, and well-supervised property.

This plan provides procedures for routine outdoor maintenance, garbage and refuse storage, garbage collection, emergency contact information, complaint response, and property management oversight.

Primary Property Manager: Russ Bundy
Phone: 435-232-3721

The property manager will be responsible for ensuring that the property is maintained and operated in a manner that minimizes impacts on neighboring properties and complies with the requirements of the Conditional Use Permit.







60 West Main Street
Hyrum, Utah 84319
Ph. (435) 245-6033
www.hyrumcity.gov

Staff Evaluation First Review

Application: Jerry Kingston, Conditional Use Permit – Seeking Planning Commission approval for a Short-Term Rental Conditional Use Permit located at 708 East 1150 South. Application #26-024

Application Number: 26-024
Preparation Date: July 28, 2026
Applicant Name: Jerry Kingston
Property Owner: WRS LLC
Property Address: 708 East 1150 South
Parcel Number: 01-158-0014
Parcel Area: 0.35 Acres

Planning Commission: August 13, 2026
Application Type: Conditional Use Permit
Nature of request: Short-Term Rental

Current Zone District: Residential Zone R-2. The R-1/ R-2 Zone is a mixed density residential zone. Its minimum lot size is 9,900 square feet for a single-family dwelling. This zone is eligible for appropriately located Planned Unit Developments (PUDs).

Adjacent zoning designations and uses of the subject property		
North	Residential Zone R-2	Single-family Dwellings
East	Residential Zone R-2	Single-family Dwellings
South	Residential Zone R-2	Single-family Dwellings
West	Residential Zone R-2	Single-family Dwellings

Application Overview:

The Applicant desires to apply for a Conditional Use permit and Business License to include a Short-Term Rental (STR). The purpose of a STR is to provide rental options intended for fewer than 30 consecutive days in a residential unit of any portion of a residential unit. The STR maximum occupancy shall be no more than one (1) occupant per two hundred (200) square feet of open-floor space area of the residential structure or portion of residential structure that is occupied as a STR. (i.e., if the open-floor space area is 2,400 square feet, the maximum occupancy shall be no more than twelve (12) occupants. Additional onsite parking is required, and the parking of trailers, boats, ATVs, or similar pull-behind equipment associated with the guest use shall be contained on the lot or parcel of the licensed STR and shall not be parked within the public right of way. The STR is subject to Hyrum City zoning ordinance, business license ordinance, and conditional use permits ordinance.

A conditional use shall be approved if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards. If the reasonably anticipated detrimental effects of a proposed conditional use cannot be mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards, the conditional use may be denied. Approval shall consider the following items:

- A. That the proposed use is necessary or desirable and will contribute to the general well-being of Hyrum City;
- B. That the use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;
- C. That the proposed use will comply with the regulations of this title as may be applicable;
- D. That the proposed use is in harmony with the intent of the zone in which it is located.
- E. That the infrastructure will support the new facility.
- F. In setting conditions, the Planning Commission shall show relationship to the broad area of concern to which each condition applies. These areas include:
 - 1. Traffic
 - 2. Noise
 - 3. Odor
 - 4. Pollution
 - 5. Hours of operation
 - 6. Design criteria
 - 7. Lighting
 - 8. Visual blight
 - 9. Safety conditions not related to one of these broad areas may not be imposed.

STAFF COMMENTS

Planning and Zoning Department:

- 1. Supports the Short-Term Rental.
- 2. Total open area presented:
 - a. Main level: 1282 sq. ft.
 - b. Upper level: 1094 sq. ft.
 - c. Occupancy: $2376/200 = 11$ occupants

Planning Commission Responsibility:

- 1. The Planning Commission may approve a Conditional Use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards.
- 2. The Planning Commission may deny a Conditional Use if the reasonably anticipated detrimental effects of a proposed Conditional Use cannot be mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards.
- 3. The Planning Commission should have a thorough discussion of the application, staff comments, and specifying conditions and requirements.

Staff Recommendations:

- 1. The Planning Commission may make a motion specifying conditions and requirements, and staff comments.

Stipulations:

- 1. The STR business license application shall be referred for approval to the Hyrum City Fire Department for investigation and inspection as to whether all ordinances and codes pertaining to fire and safety compel compliance prior to the issuance of a Short-Term Rental Business License.

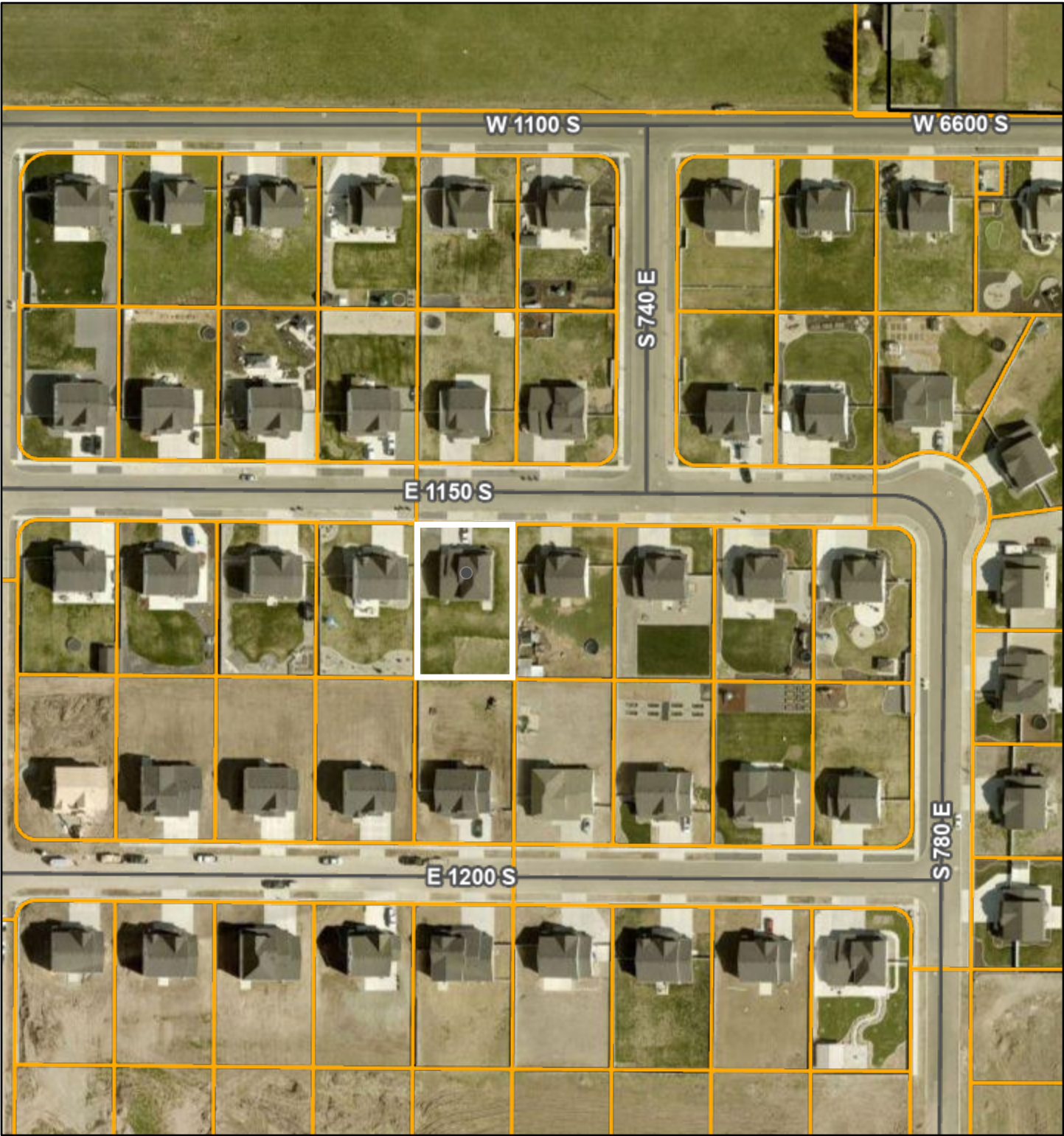
Finding of Facts:

- 1. A Short-Term Rental is a Conditional Use in the Residential Zone R-2.

Attachments:

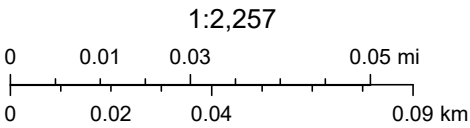
- 1. Vicinity Map
- 2. Applicant Submitted Documents

Vicinity Map



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-  Municipal Boundaries
-  County Boundary
-  Cache Parcels



Microsoft, Vantor

Rental for 708 E 1150 S Hyrum Ut.

Operational Strategy Plan

Parking:

Garage (3 cars)

Cement pad in front of garage (3 cars)

Gravel area on west side of house (Truck / Trailer / additional cars }

Do not park on street or block sidewalk area. No parking on landscaped areas. Please keep property clean of litter and refuse items.

Routine Outdoor Property Maintenance:

Property management will be onsite to perform maintenance each week or whenever requested. (In emergency situations}

Garbage Containers and Collection:

There are 2 garbage containers for the property located on the northwest corner of house by the 3rd car garage door. One black can for regular household trash and one blue can for recycle items. Do not put any hazardous items in the trash cans.

Garbage collection is picked up every Wednesday for the black can and every other Wednesday for the blue can. Please take cans out Tuesday night and bring them back in after collection.

Emergency Contact List:

Emergency 911

Sheriff's Office 435-753-7555

Fire Department 435-245-7634

Property Management:

Anna Marie Kingston 801-916-4827

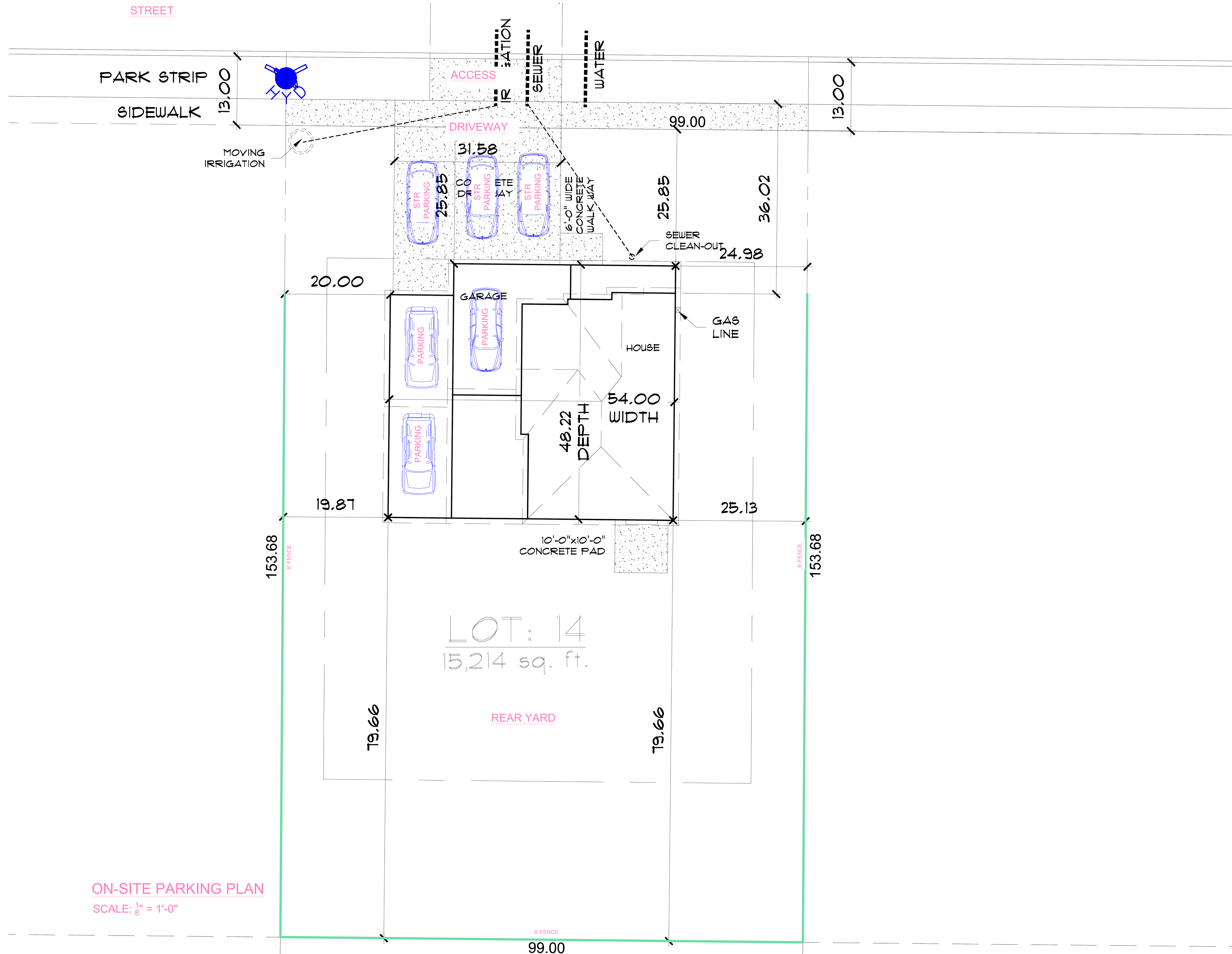
Jerry Kingston 801-518-5139

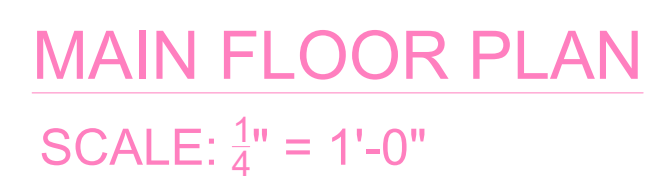
Pets:

No pets are allowed in the house or on the property

Smoking/Drugs/ Alcohol:

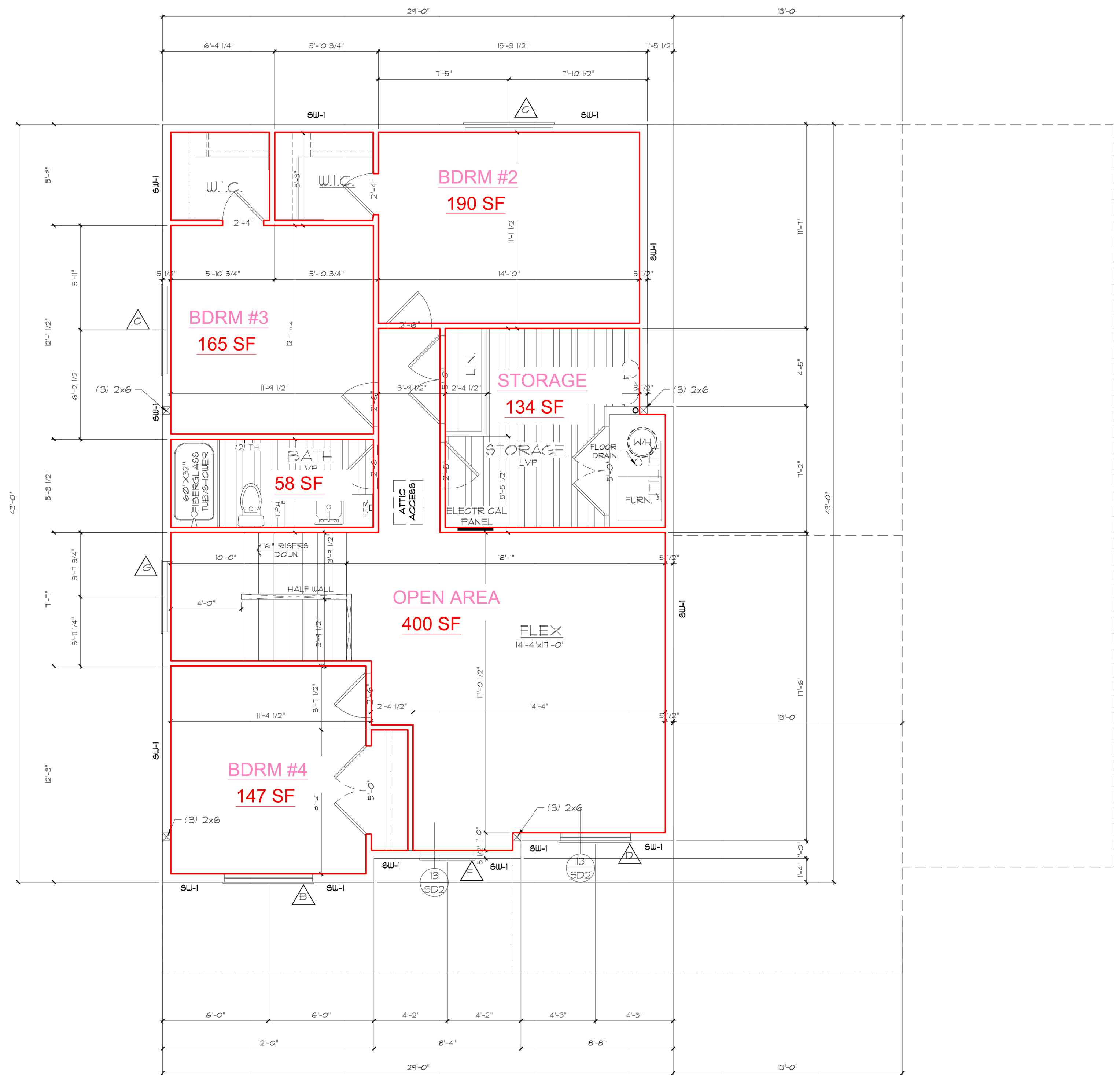
Absolutely NO SMOKING, DRUGS, or ALCOHOL allowed on the property. No party's or events. No excess noise or activity that will disturb neighbors.





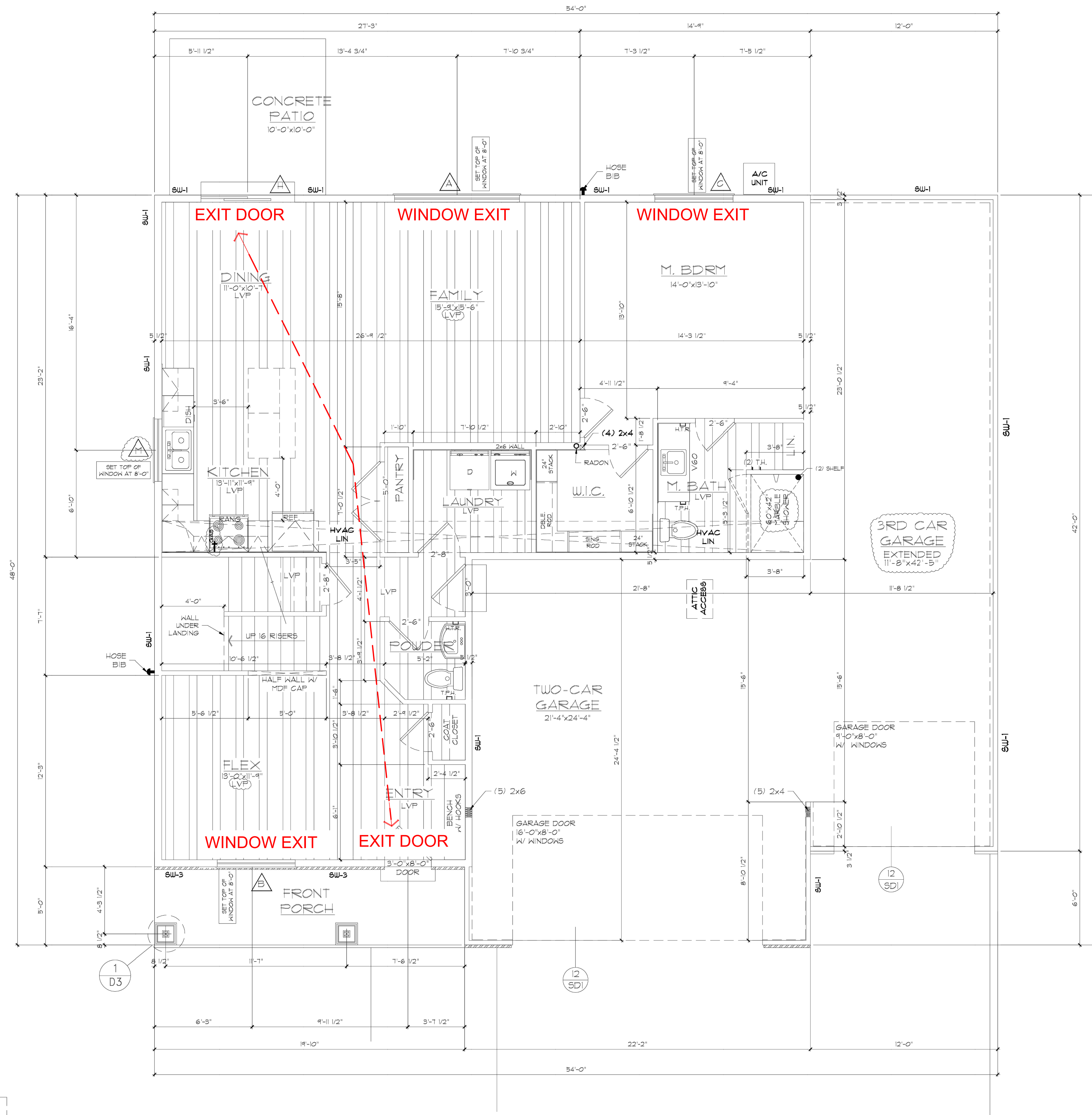
9'-0" CEILING
MAIN LEVEL

1/4" = 1'-0" SCALE (FULL SIZE 24" x 36" PAPER)
1/8" = 1'-0" SCALE (HALF SIZE 11" x 17" PAPER)



SECOND LEVEL FLOOR PLAN
SCALE: $\frac{1}{4}" = 1'-0"$

8'-0" CEILINGS
SECOND LEVEL
 $\frac{1}{4}" = 1'-0"$ SCALE (FULL SIZE 24" x 36" PAPER)
 $\frac{1}{8}" = 1'-0"$ SCALE (HALF SIZE 11" x 17" PAPER)



MAIN FLOOR PLAN EMERGENCY EXITING PLAN

SCALE: $\frac{1}{4}" = 1'-0"$

9'-0" CEILING
MAIN LEVEL

$\frac{1}{4}" = 1'-0"$ SCALE (FULL SIZE 24" x 36" PAPER)
 $\frac{1}{8}" = 1'-0"$ SCALE (HALF SIZE 11" x 17" PAPER)



1/4" = 1'-0" SCALE (FULL SIZE 24" x 36" PAPER)
1/8" = 1'-0" SCALE (HALF SIZE 11" x 17" PAPER)



60 West Main Street
Hyrum, Utah 84319
Ph. (435) 245-6033
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Staff Evaluation First Review

Application: Devin Hampton, Conditional Use Permit – Seeking Planning Commission approval for a Short-Term Rental Conditional Use Permit located at 291 West 300 South. Application #26-026

Application Number: 26-026
Preparation Date: July 28, 2026
Applicant Name: Devin Hampton
Property Owner: Abigal & Devin Hampton
Property Address: 291 West 300 South
Parcel Number: 01-047-0037
Parcel Area: 0.27 Acres

Planning Commission: August 13, 2026
Application Type: Conditional Use Permit
Nature of request: Short-Term Rental

Current Zone District: Residential Zone R-2. The R-1/ R-2 Zone is a mixed density residential zone. Its minimum lot size is 9,900 square feet for a single-family dwelling. This zone is eligible for appropriately located Planned Unit Developments (PUDs).

Adjacent zoning designations and uses of the subject property		
North	Residential Zone R-2	Single-family Dwellings
East	Residential Zone R-2	Single-family Dwellings
South	Residential Zone R-2	Single-family Dwellings
West	Residential Zone R-2	Single-family Dwellings

Application Overview:

The Applicant desires to apply for a Conditional Use permit and Business License to include a Short-Term Rental (STR). The purpose of a STR is to provide rental options intended for fewer than 30 consecutive days in a residential unit of any portion of a residential unit. The STR maximum occupancy shall be no more than one (1) occupant per two hundred (200) square feet of open-floor space area of the residential structure or portion of residential structure that is occupied as a STR. (i.e., if the open-floor space area is 2,400 square feet, the maximum occupancy shall be no more than twelve (12) occupants. Additional onsite parking is required, and the parking of trailers, boats, ATVs, or similar pull-behind equipment associated with the guest use shall be contained on the lot or parcel of the licensed STR and shall not be parked within the public right of way. The STR is subject to Hyrum City zoning ordinance, business license ordinance, and conditional use permits ordinance.

A conditional use shall be approved if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards. If the reasonably anticipated detrimental effects of a proposed conditional use cannot be mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards, the conditional use may be denied. Approval shall consider the following items:

- A. That the proposed use is necessary or desirable and will contribute to the general well-being of Hyrum City;
- B. That the use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;
- C. That the proposed use will comply with the regulations of this title as may be applicable;
- D. That the proposed use is in harmony with the intent of the zone in which it is located.
- E. That the infrastructure will support the new facility.
- F. In setting conditions, the Planning Commission shall show relationship to the broad area of concern to which each condition applies. These areas include:
 - 1. Traffic
 - 2. Noise
 - 3. Odor
 - 4. Pollution
 - 5. Hours of operation
 - 6. Design criteria
 - 7. Lighting
 - 8. Visual blight
 - 9. Safety conditions not related to one of these broad areas may not be imposed.

STAFF COMMENTS

Planning and Zoning Department:

- 1. Supports the Short-Term Rental.
- 2. Total open area presented:
 - a. Main level: 1680 sq. ft.
 - b. Occupancy: $1680/200 = 8$ occupants

Planning Commission Responsibility:

- 1. The Planning Commission may approve a Conditional Use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards.
- 2. The Planning Commission may deny a Conditional Use if the reasonably anticipated detrimental effects of a proposed Conditional Use cannot be mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards.
- 3. The Planning Commission should have a thorough discussion of the application, staff comments, and specifying conditions and requirements.

Staff Recommendations:

- 1. The Planning Commission may make a motion specifying conditions and requirements, and staff comments.

Stipulations:

- 1. The STR business license application shall be referred for approval to the Hyrum City Fire Department for investigation and inspection as to whether all ordinances and codes pertaining to fire and safety compel compliance prior to the issuance of a Short-Term Rental Business License.

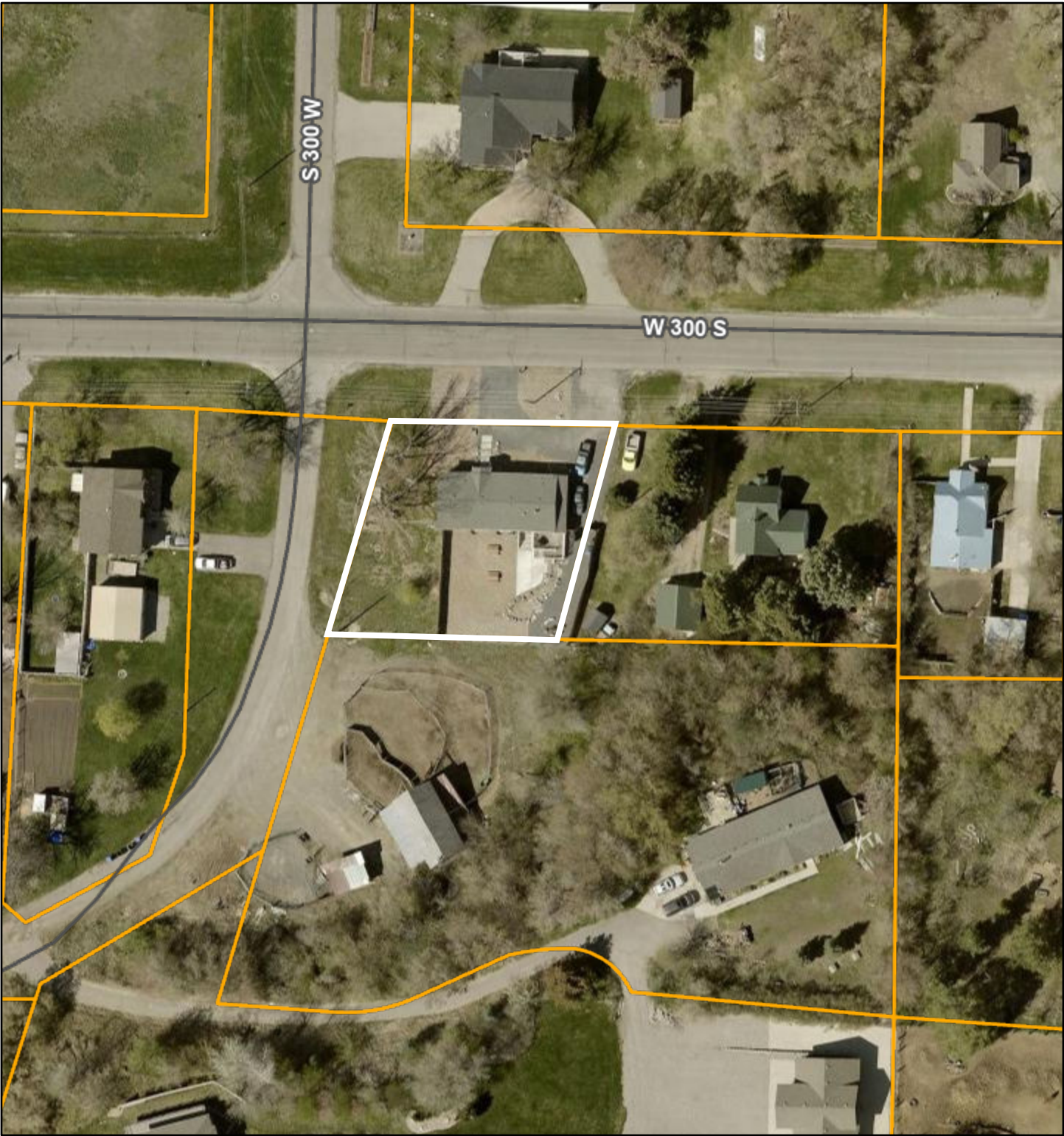
Finding of Facts:

- 1. A Short-Term Rental is a Conditional Use in the Residential Zone R-2.

Attachments:

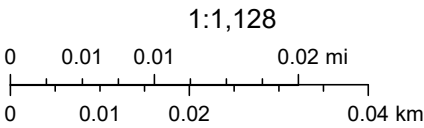
- 1. Vicinity Map
- 2. Applicant Submitted Documents

Vicinity Map



7/28/2026, 1:46:46 PM

-  Municipal Boundaries
-  County Boundary
-  Cache Parcels



Microsoft, Vantor

Conditional Use Permit - Description of Request

Applicant requests approval to operate the existing single-family residential property at 291 West 300 South, Hyrum, Utah, as a short-term rental for stays of fewer than thirty consecutive days, subject to Hyrum City Code Section 17.62 and all conditions imposed by the Planning Commission.

The proposed use will be operated as a lodging rental only. No events, commercial gatherings, or other uses beyond ordinary residential lodging will be permitted. The owners will implement the attached operational strategy, occupancy limits, parking plan, emergency procedures, maintenance plan, and guest rules. The owners will maintain a designated local contact who can respond promptly to complaints or emergencies.

Requested maximum occupancy: 8 persons, based on one occupant per 200 square feet of qualifying open-floor residential space, ~~not to exceed twelve persons.~~

Not to exceed 8 persons

Requested designated guest parking: 5 off-street spaces. The property contains 4 rentable bedrooms, requiring at least 2 additional off-street guest-parking spaces under the ordinance.

Response and Request to Process Compliance Materials

July 15, 2026

Hyrum City Corporation
Planning and Zoning / Business Licensing
60 West Main Street
Hyrum, Utah 84319

RE: Notice of Noncompliance - 291 West 300 South; Parcel No. 01-047-0037

Dear Hyrum City Staff:

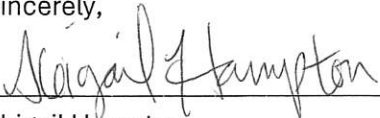
We are submitting this packet in response to the Notice of Noncompliance dated June 25, 2026, for the property located at 291 West 300 South. We received the Notice at our current mailing address, 3100 Spanish Ravine Road, Placerville, CA 95667, on July 10, 2026, and respectfully request that our response be considered timely. Additionally, we respectfully request permission to honor reservations confirmed before receipt of the Notice to avoid substantial hardship to our guests while we complete the compliance process.

The property already holds Hyrum City Business License No. 1490 for landlord/rental property, valid through December 31, 2026. We now understand that the current short-term-rental ordinance also requires a conditional use permit, an operational strategy plan, plot and floor plans, a fire-safety inspection, and compliance with occupancy, parking, and other operating standards.

Enclosed are the completed application materials and supporting plans available at this time. Please advise if any additional information, revised drawings, fees, inspections, or separately designated business-license documentation are required. We will cooperate with City staff and complete any remaining items as quickly as possible.

Please provide a dated receipt for this submission and identify our City contact for the application.

Sincerely,


Abigail Hampton
Devin Hampton

Devin Hampton: (760) 409-2447 | devinhampton19@gmail.com
Abigail Hampton: (760) 851-9223 | abigailhampton03@gmail.com

Operational Strategy Plan

A. Ownership and Responsible Parties

Owners: Abigail Hampton and Devin Hampton

Primary operator: Devin Hampton

Local persons/services in direct charge: Sapito Services, Cleaning and Maintenance; David Stuart, Property Manager.

Local contact phones: Sapito Services, (435) 363-9725; David Stuart, (435) 512-4669

B. Guest Screening and Rental Administration

Reservations will be accepted only through Airbnb, VRBO, or directly through the owners.

The booking guest must provide a verified name, telephone number, and email address.

The booking guest will receive the property rules before arrival and must agree to comply with them as a condition of use.

The property will not be rented for parties, weddings, receptions, commercial events, or disruptive gatherings.

C. Occupancy

Maximum overnight occupancy will be 8 persons. This limit will be displayed in the listing, rental agreement, and on-site guest rules. The maximum will not exceed the limit approved by Hyrum City.

Qualifying open-floor residential area used for occupancy calculation: 1,680 square feet. Calculation: $1,680 \div 200 = 8.4$, resulting in a maximum requested occupancy of 8 persons, ~~subject to the ordinance maximum of 12.~~

D. Parking and Vehicles

Guests will use only the designated off-street parking areas shown on the attached plot plan.

Street parking will not be represented or allowed by guests.

HCC17.62.G.1 Not to exceed 8 persons, there are no objections

Trailers, boats, ATVs, and similar pull-behind equipment must remain on the parcel and may not be parked in the public right-of-way. **All parking must be on a solid surface HCC17.62.I.2.**

Maximum guest vehicles permitted on site: 5.

E. Noise, Conduct, and Neighborhood Protection

Quiet hours will be [10:00 p.m. to 7:00 a.m.].

Outdoor amplified music and unreasonable noise are prohibited.

Guests must comply with Hyrum City nuisance, garbage, parking, and public-peace ordinances.

The local contact will respond to verified complaints and document corrective action.

Repeated or serious violations may result in immediate termination of the stay and removal of guests from the premises.

F. Garbage and Refuse

Household garbage will be placed in secured containers at the property and collected according to Hyrum City's refuse collection schedule by a locally contracted individual. Guests will be instructed not to leave refuse outside approved containers. The contracted individual, cleaner, or local contact will inspect the property following each stay and correct any overflow or litter.

G. Routine Property Maintenance

Yard maintenance, snow removal, exterior upkeep, and routine property maintenance will be performed on a regular schedule and as needed by a locally contracted individual to ensure safety, appropriate aesthetic, and compliance with local requirements is maintained. The property will also be inspected between guest stays.

H. Dogs

Pets of any kind are not permitted at the STR.

I. Signage

No signage is planned on the exterior of the property.

J. Recordkeeping

The owners will maintain reservation records, guest communications, complaint records, maintenance records, and inspection documentation as reasonably necessary to demonstrate compliance.

Emergency and Fire-Safety Plan

A. Emergency Contacts

Contact	Name / Agency	Telephone
Emergency	Police / Fire / Medical	911
Poison Control	Poison Control Help Line	(800) 222-1222
Non-Emergency	Law Enforcement & Public Safety	(435) 753-7555
Non-Emergency	City Power Outages	(435) 881-0563
Non-Emergency	City Water Leaks or Main Issues	(435) 994-0582
Non-Emergency	City Sewer Backups	(435) 770-6810
Cleaning and Maintenance	Sapito Services	(435) 363-9725
Property Manager	David Stuart	(435) 512-4669
Property owner	Abigail Hampton	(760) 851-9223
Property owner	Devin Hampton	(760) 409-2447

B. Emergency Exiting

A scaled floor plan will be posted inside the property showing primary and secondary exits, sleeping rooms, smoke detectors, fire extinguisher locations, and the exterior assembly point. Each sleeping room will have emergency egress compliant with applicable building requirements.

Exterior assembly point: See the attached Emergency Exit Plan.

Fire extinguisher: Kitchen pantry.

Smoke detectors: Dual smoke and carbon-monoxide detectors are located in each bedroom, the living room, and the kitchen.

Carbon-monoxide detectors: Dual smoke and carbon-monoxide detectors are located in each bedroom, the living room, and the kitchen.

C. Guest Emergency Instructions

Call 911 for any immediate threat to life or property.

Evacuate using the nearest safe exit and meet at the designated exterior assembly point.

Do not re-enter the building until emergency personnel authorize re-entry.

Notify the local contact after calling emergency services.

Plot Plan and Parking Plan Worksheet

Attach a separate scaled drawing. The drawing should show all property lines, the residence and other structures, setbacks, driveways, entrances, walkways, designated parking spaces, and any area for trailers or recreational equipment.

The property includes approximately 2,500-3,000 square feet of off-street parkable area. For the application, five standard vehicle spaces are individually outlined and dimensioned on the attached site plan. This exceeds the two additional spaces required for four rentable bedrooms, subject to final confirmation by Hyrum City.

Number of rentable bedrooms	4
Required additional off-street spaces (1 per 2 rooms)	$(4 \text{ rooms} \div 2) \times 1 \text{ off-street space} = 2 \text{ required off-street spaces}$
Total off-street spaces available	5 designated off-street spaces (P1-P5), each approximately 10 ft. x 20 ft.
Maximum guest vehicles permitted	5
Driveway surface	3/4" minus gravel driveway (shown on Site & Parking Plan)
Parking-space labels on plan	P1, P2, P3, P4, and P5

Proposed Guest Rules for Posting On-Site

1. Check-in is after 3:00 p.m.
2. Checkout is before 11:00 a.m.
3. Maximum overnight occupancy is 8 guests.
4. Maximum guest vehicles is 5. Park only in designated off-street spaces.
5. No parties, events, receptions, or disruptive gatherings.
6. Pets of any kind are not permitted.
7. Guests may not enter the locked, unfinished basement.
8. Do not feed the neighboring horses or be disruptive to the neighbors in any way.
9. Place garbage only in the designated secured containers.
10. During snow removal, guests must move vehicles when requested by any snow-removal providers.
11. Use the barbecue responsibly and comply with any applicable fire or burn restrictions.
12. In an emergency, call 911, follow the posted Emergency Exit Plan to the Primary Assembly Area, and contact the property owners at (760) 409-2447.
13. Guests must comply with Hyrum City laws and neighborhood nuisance standards.

Floor Plan and Occupancy Worksheet

Attach a floor plan drawn to scale. Label each room with its proposed use and clean-floor square footage. Identify all sleeping rooms, exits, windows used for emergency egress, smoke detectors, carbon-monoxide detectors, and fire extinguishers.

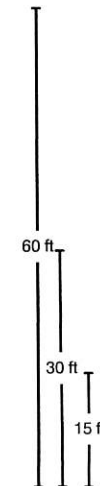
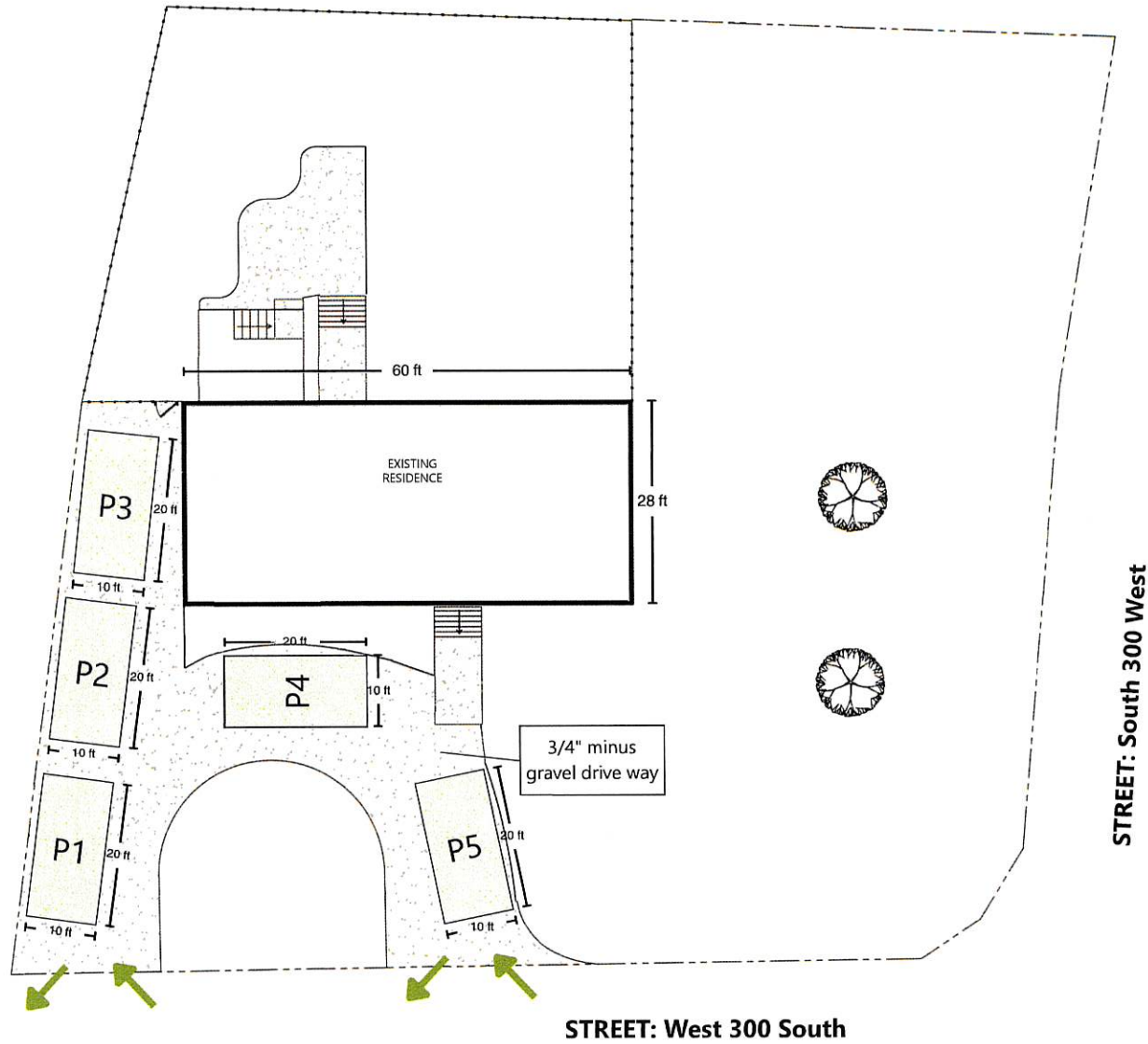
Room	Proposed Use	Clean-Floor Sq. Ft.
Bedroom 1	Bedroom	168
Bedroom 2	Bedroom	158
Bedroom 3	Bedroom	154
Bedroom 4	Bedroom	120
Living / Dining Room	Common living and dining area	See attached scaled floor plan
Kitchen / Laundry	Kitchen and laundry area	See attached scaled floor plan
Bathroom 1	Bathroom	See attached scaled floor plan
Bathroom 2	Bathroom	See attached scaled floor plan

Total qualifying open-floor residential area: 1,680 square feet

Occupancy calculation: $1,680 \div 200 = 8.4$; requested occupancy is 8 persons

Requested maximum occupancy (not more than 12): 8 persons

Plot & Parking Plan: 291 W 300 S, Hyrum, UT 84319



CUSTOMER APPROVAL / SIGN & DATE	
	COUNTRY CLUB:
	NAME
	GATE CODE:
HAMPTON, DEVIN 760.409.2447 291 W. 300. S HYRUM UT, 84319	
DESIGN SPECIFICATIONS	
SHEET 1 OF 1	DATE: 07.10.2026 DRAFTER: J.R. REVISION NO. 00 REV. DATE: 00

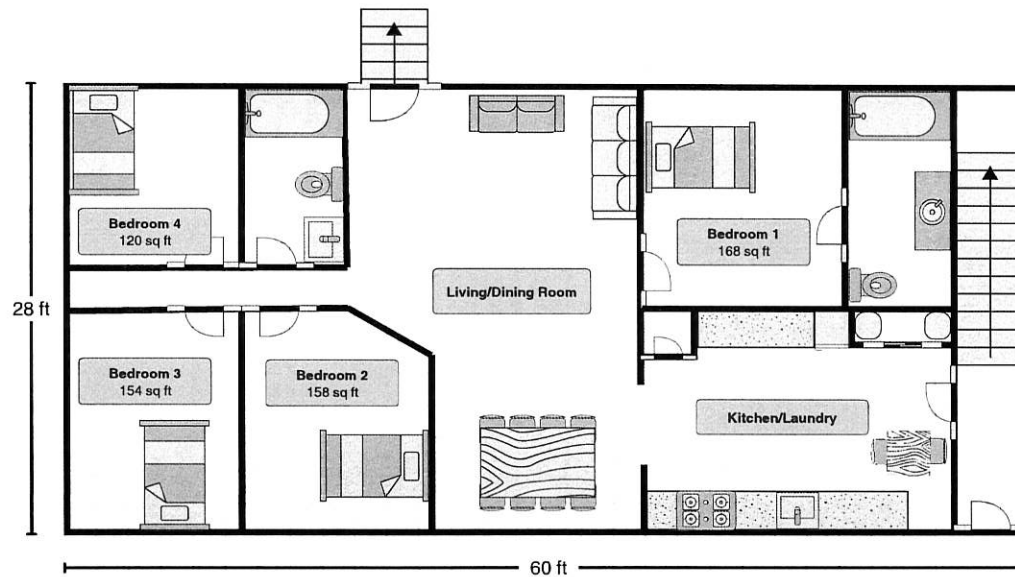
Floor Plan: 291 W 300 S, Hyrum, UT 84319

Reference for scale

100 ft

2 sqft

60 ft



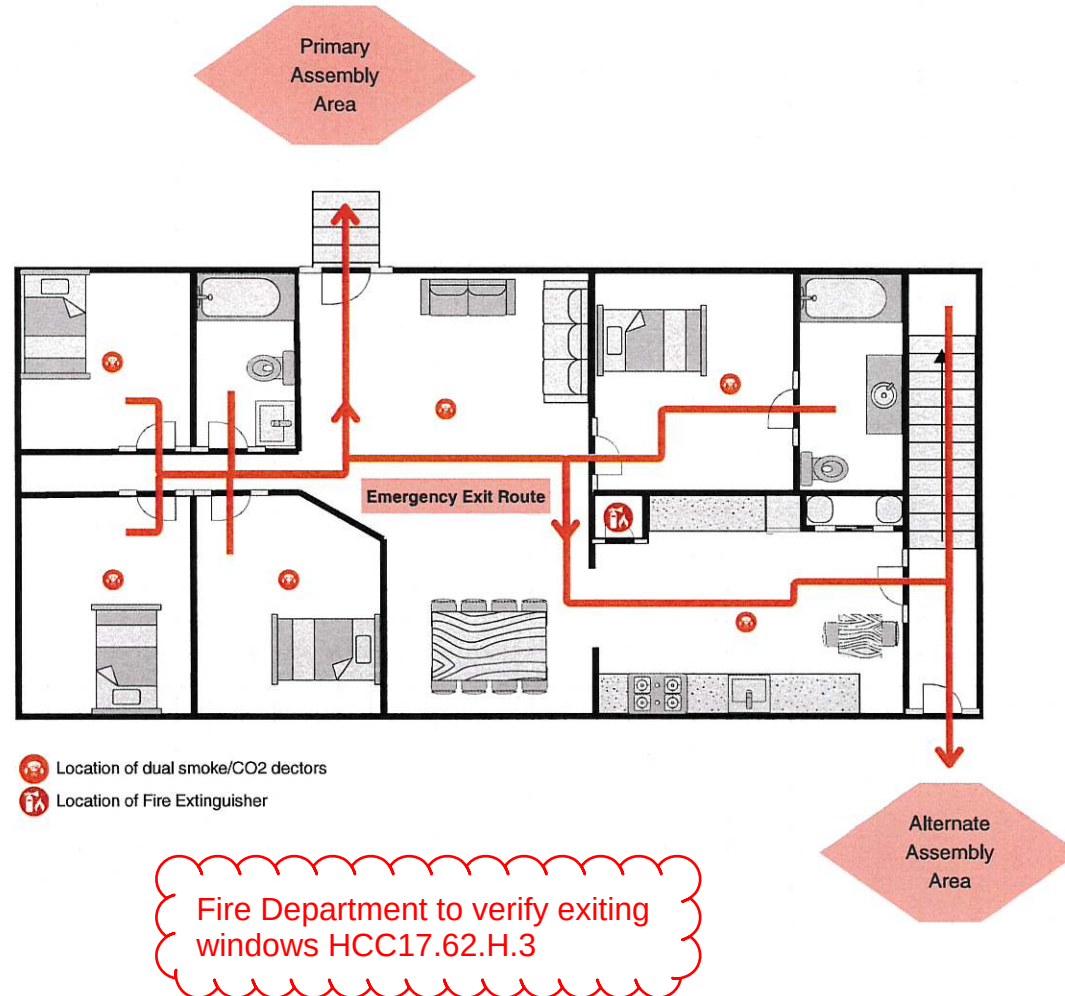
Emergency Exit Plan: 291 W 300 S, Hyrum, UT 84319

Reference for scale

100 ft

2 sqft

60 ft





60 West Main Street
Hyrum, Utah 84319
Ph. (435) 245-6033
www.hyrumcity.gov

Staff Evaluation First Review

Application: Clay and Clarissa Allen, Conditional Use Permit – Seeking Planning Commission approval for a Short-Term Rental Conditional Use Permit located at 85 North 200 West. Application #26-027

Application Number: 26-027
Preparation Date: July 28, 2026
Applicant Name: Clay and Clarissa Allen
Property Owner: Clay C & Clarissa Allen
Property Address: 85 North 200 West
Parcel Number: 01-036-0009
Parcel Area: 0.40 Acres

Planning Commission: August 13, 2026
Application Type: Conditional Use Permit
Nature of request: Short-Term Rental

Current Zone District: Residential Zone R-2. The R-1/ R-2 Zone is a mixed density residential zone. Its minimum lot size is 9,900 square feet for a single-family dwelling. This zone is eligible for appropriately located Planned Unit Developments (PUDs).

Adjacent zoning designations and uses of the subject property		
North	Residential Zone R-2	Single-family Dwellings
East	Residential Zone R-2	Single-family Dwellings
South	Residential Zone R-2	Single-family Dwellings
West	Residential Zone R-2	Single-family Dwellings

Application Overview:

The Applicant desires to apply for a Conditional Use permit and Business License to include a Short-Term Rental (STR). The purpose of a STR is to provide rental options intended for fewer than 30 consecutive days in a residential unit of any portion of a residential unit. The STR maximum occupancy shall be no more than one (1) occupant per two hundred (200) square feet of open-floor space area of the residential structure or portion of residential structure that is occupied as a STR. (i.e., if the open-floor space area is 2,400 square feet, the maximum occupancy shall be no more than twelve (12) occupants. Additional onsite parking is required, and the parking of trailers, boats, ATVs, or similar pull-behind equipment associated with the guest use shall be contained on the lot or parcel of the licensed STR and shall not be parked within the public right of way. The STR is subject to Hyrum City zoning ordinance, business license ordinance, and conditional use permits ordinance.

A conditional use shall be approved if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards. If the reasonably anticipated detrimental effects of a proposed conditional use cannot be mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards, the conditional use may be denied. Approval shall consider the following items:

- A. That the proposed use is necessary or desirable and will contribute to the general well-being of Hyrum City;
- B. That the use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;
- C. That the proposed use will comply with the regulations of this title as may be applicable;
- D. That the proposed use is in harmony with the intent of the zone in which it is located.
- E. That the infrastructure will support the new facility.
- F. In setting conditions, the Planning Commission shall show relationship to the broad area of concern to which each condition applies. These areas include:
 - 1. Traffic
 - 2. Noise
 - 3. Odor
 - 4. Pollution
 - 5. Hours of operation
 - 6. Design criteria
 - 7. Lighting
 - 8. Visual blight
 - 9. Safety conditions not related to one of these broad areas may not be imposed.

STAFF COMMENTS

Planning and Zoning Department:

- 1. Supports the Short-Term Rental.
- 2. Total open area presented:
 - a. Main level: 1584 sq. ft.
 - b. Above garage: 775 sq. ft.
 - c. Occupancy: $2359/200 = 11$ occupants

Planning Commission Responsibility:

- 1. The Planning Commission may approve a Conditional Use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards.
- 2. The Planning Commission may deny a Conditional Use if the reasonably anticipated detrimental effects of a proposed Conditional Use cannot be mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards.
- 3. The Planning Commission should have a thorough discussion of the application, staff comments, and specifying conditions and requirements.

Staff Recommendations:

- 1. The Planning Commission may make a motion specifying conditions and requirements, and staff comments.

Stipulations:

- 1. The STR business license application shall be referred for approval to the Hyrum City Fire Department for investigation and inspection as to whether all ordinances and codes pertaining to fire and safety compel compliance prior to the issuance of a Short-Term Rental Business License.

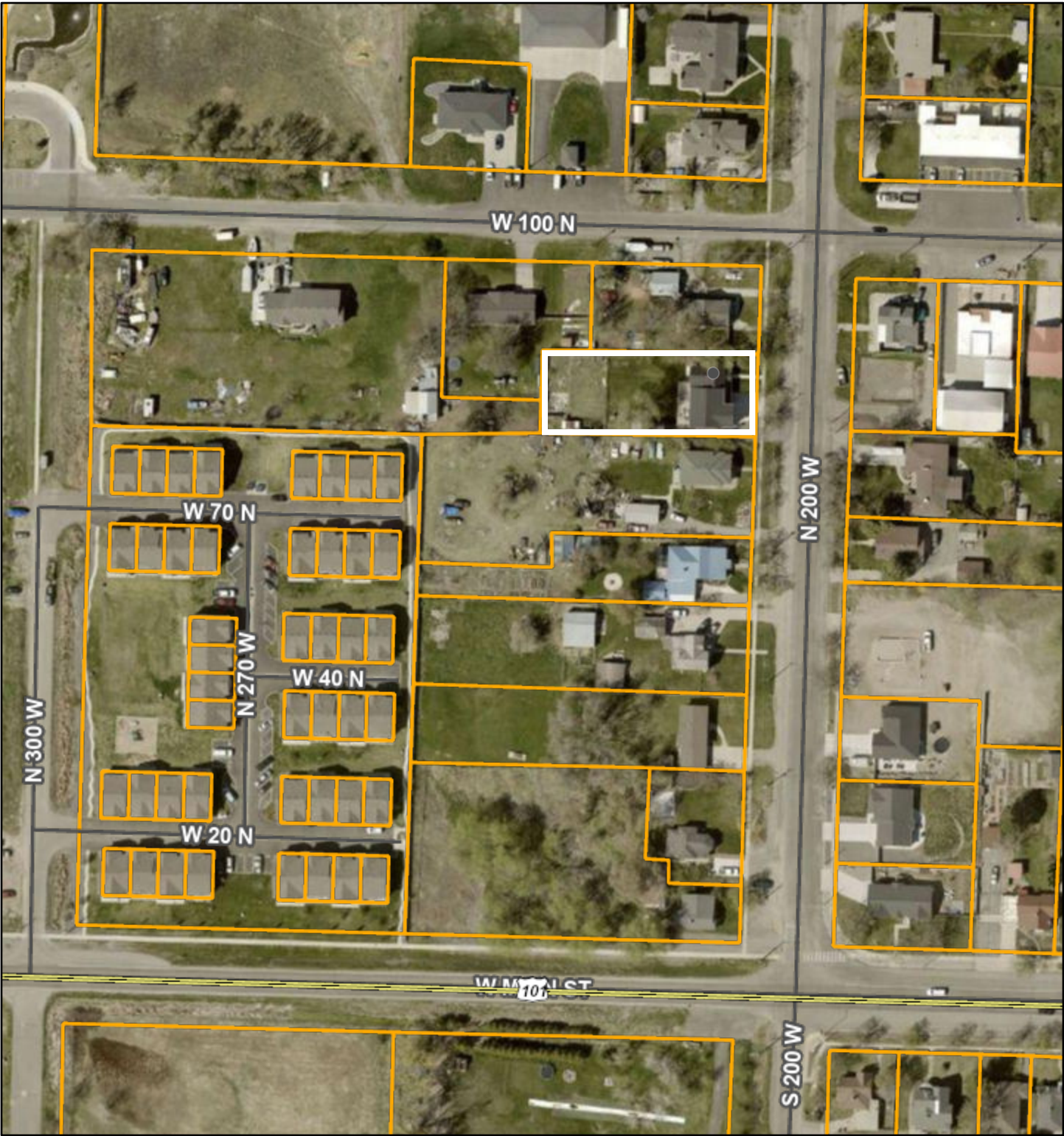
Finding of Facts:

- 1. A Short-Term Rental is a Conditional Use in the Residential Zone R-2.

Attachments:

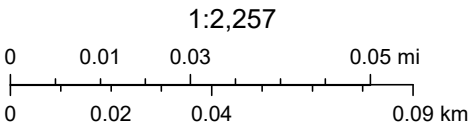
- 1. Vicinity Map
- 2. Applicant Submitted Documents

Vicinity Map



7/28/2026, 11:59:56 AM

-  Municipal Boundaries
-  County Boundary
-  Cache Parcels



Microsoft, Vantor

Organizational Plan and Important Information

Routine outdoor property maintenance:

The outdoor areas of the property are regularly maintained. This includes watering and mowing of the lawns, edging the sidewalk areas, and weeding the flower beds each week (with the exception of the winter months in which case the focus is moved to snow removal, etc..). An additional lawn service is used for care and health of the grass as well as insects or bugs that live in grass. A pest control service is also used to provide maintenance and prevention of bugs, wasps, and other insects. Do not park on landscaped areas. Please ensure that the property is kept clean of all litter and refuse.

Temporary garbage and refuse storage and collections:

The refuse storage of the property consists two large general waste disposal containers, on recycling container, and one green waste container. They are all located on the gravel to the left of the cemented driveway in front of the garage. The general waste is collected every Tuesday morning, the recycling every other Tuesday morning, and the green waste is collected on Tuesday mornings, as needed. Please ensure all garbage and refuse are disposed of in the proper containers.

Emergency Contact Lists:

In the event of an emergency call/dial 911.

Cache County Sherriff's Dispatch: 435-753-7555

After hours emergency numbers:

Hyrum City Water Department: 435-994-0582

Hyrum City Power Outage: 435-881-0563

Hyrum City Sewer Emergency: 435-770-6810

Hyrum City Office: 435-245-6033

Hospital contact information:

Intermountain Health Logan Regional Hospital: 435-713-2710

412 North 200 East, Logan UT

Open 24 hours

Cache Valley Hospital: 435-713-9700

2380 North 400 East, North Logan UT

Open 24 hours

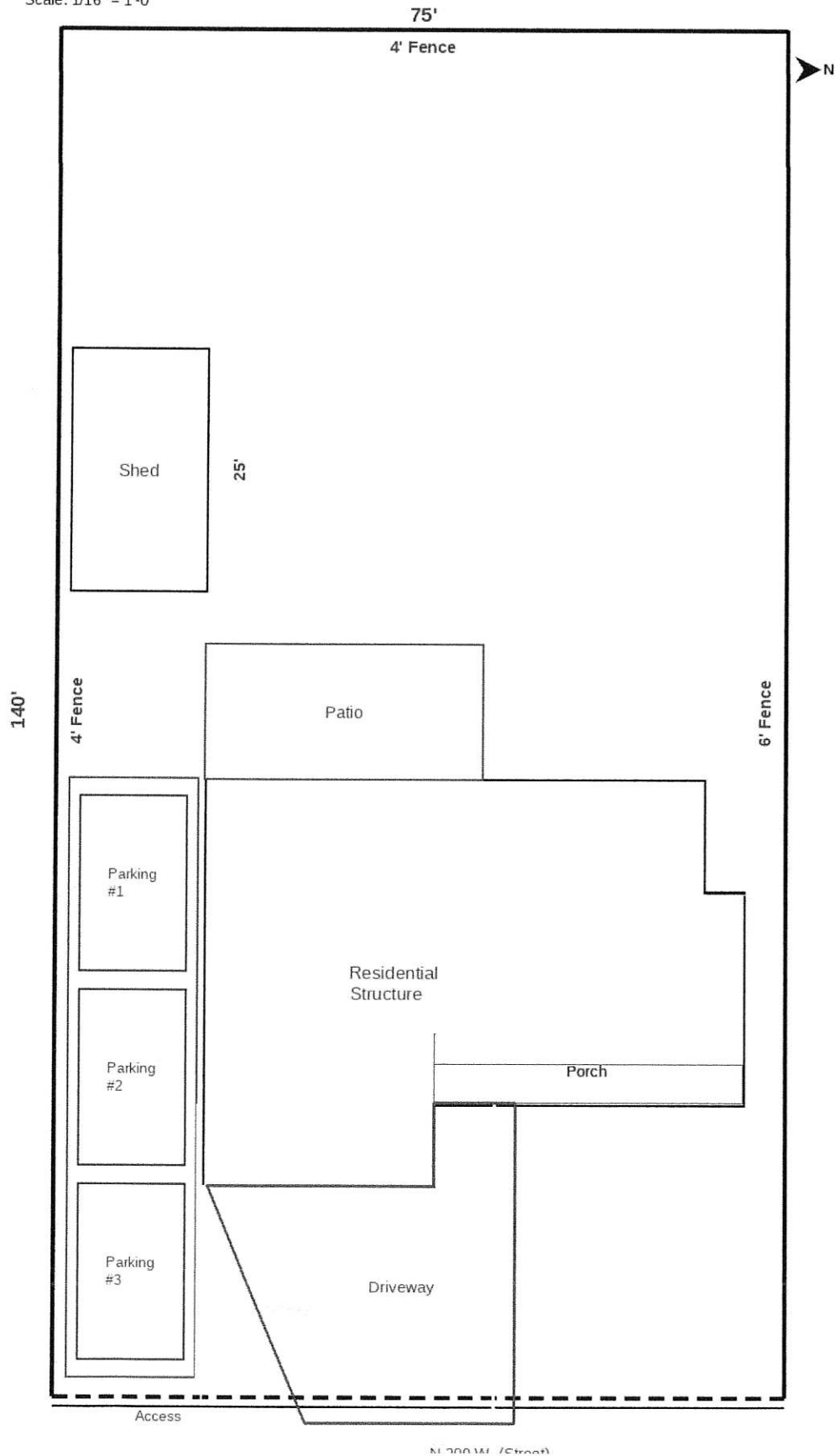
For further information, please contact the manager:

Clarissa Allen

(202) 823-2453

Plot Plan

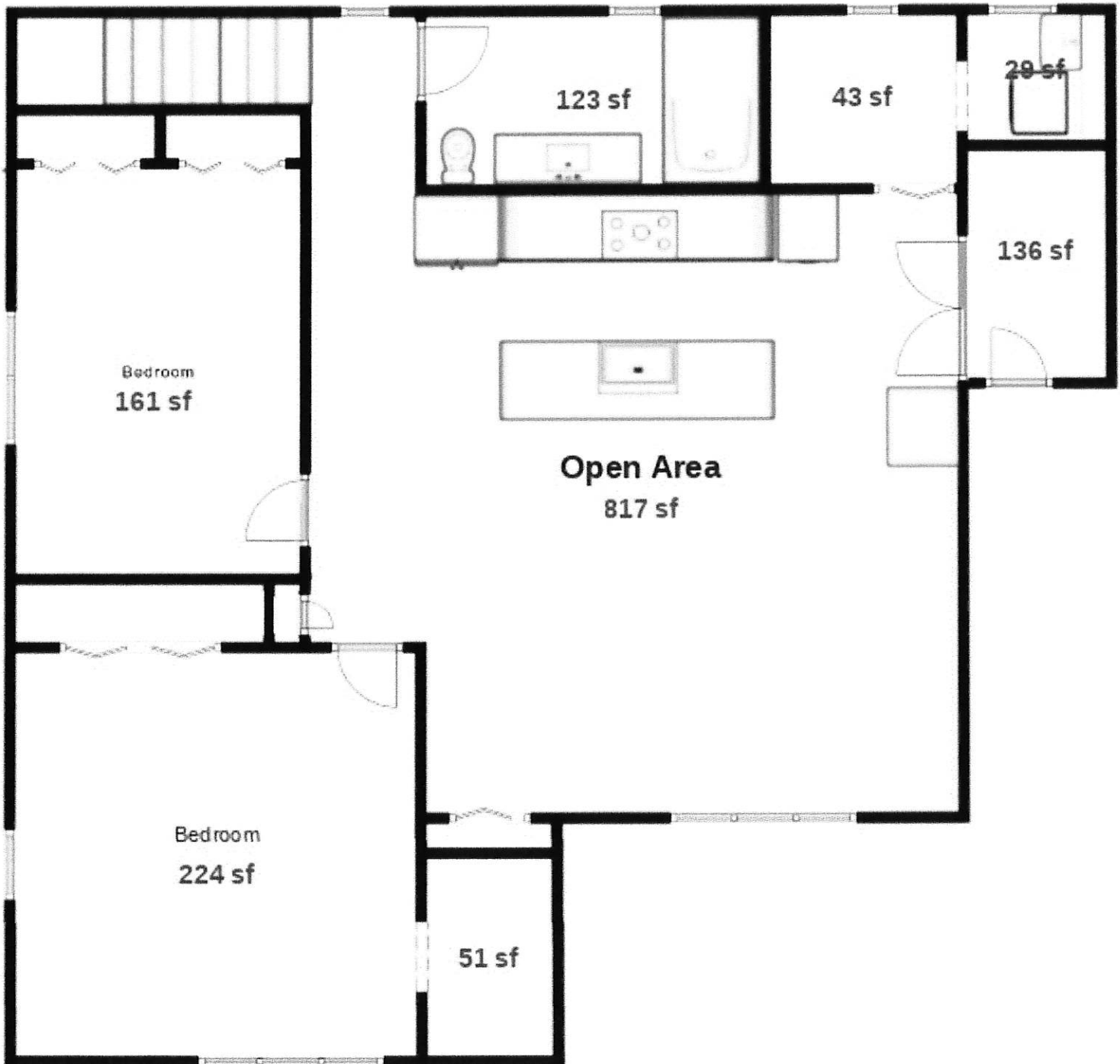
Plot Plan
Scale: 1/16" = 1'-0"



Main Floor Plan

Main Floor Plan

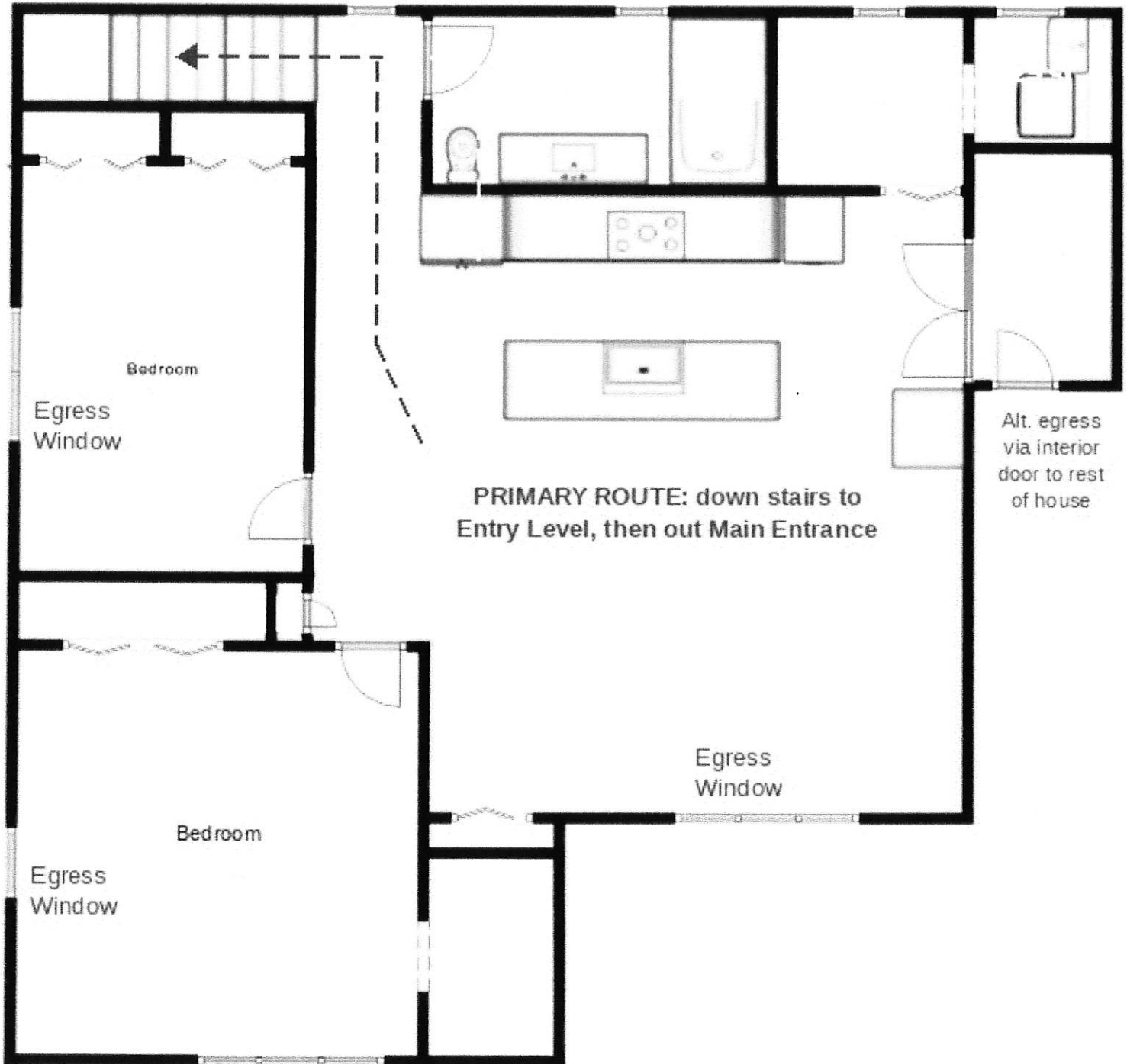
Scale: 3/16" = 1'-0"



Organizational Strategy Plan

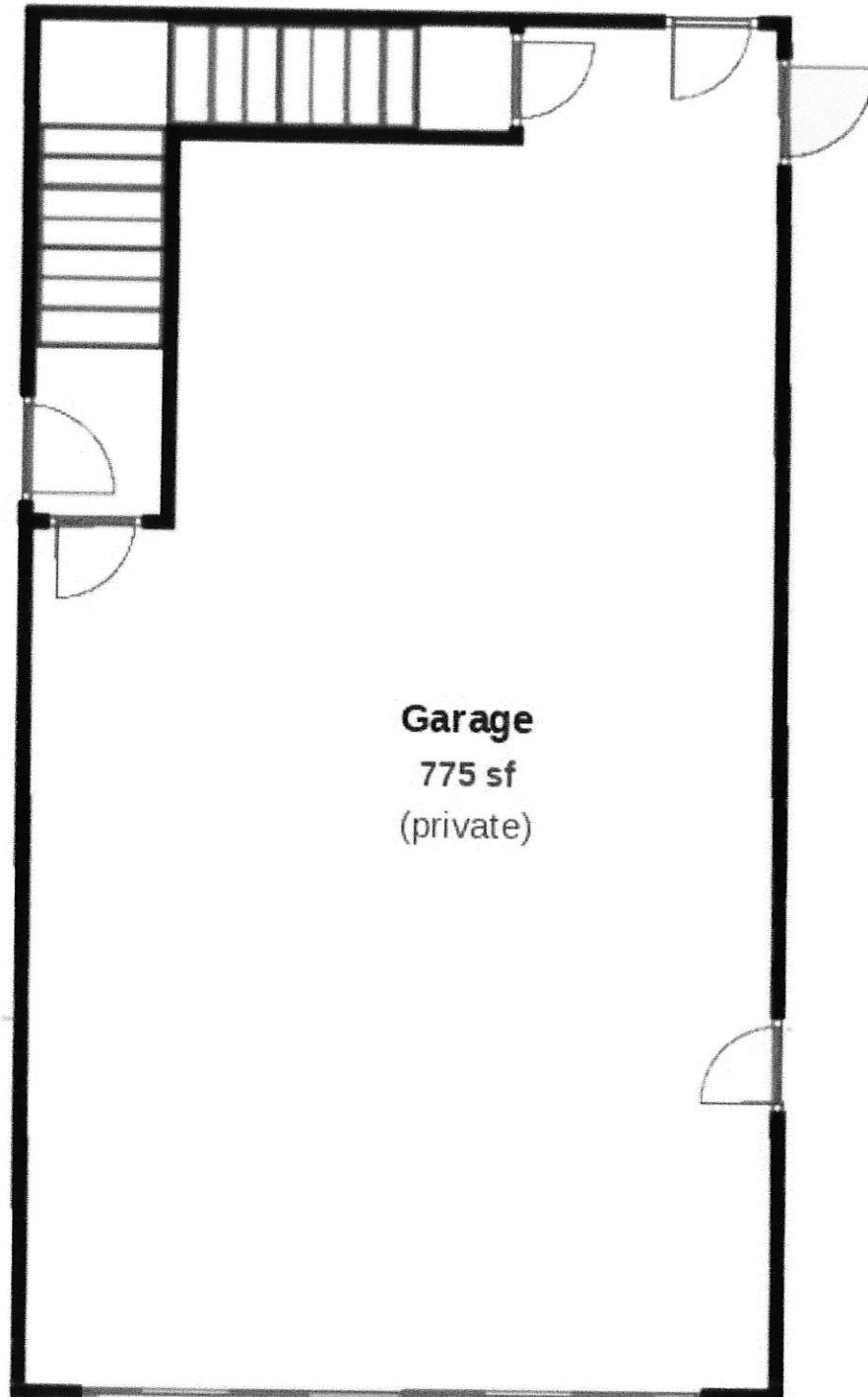
Main Floor Emergency Exiting Plan

Scale: 3/16" = 1'-0"



Entry Level Plan

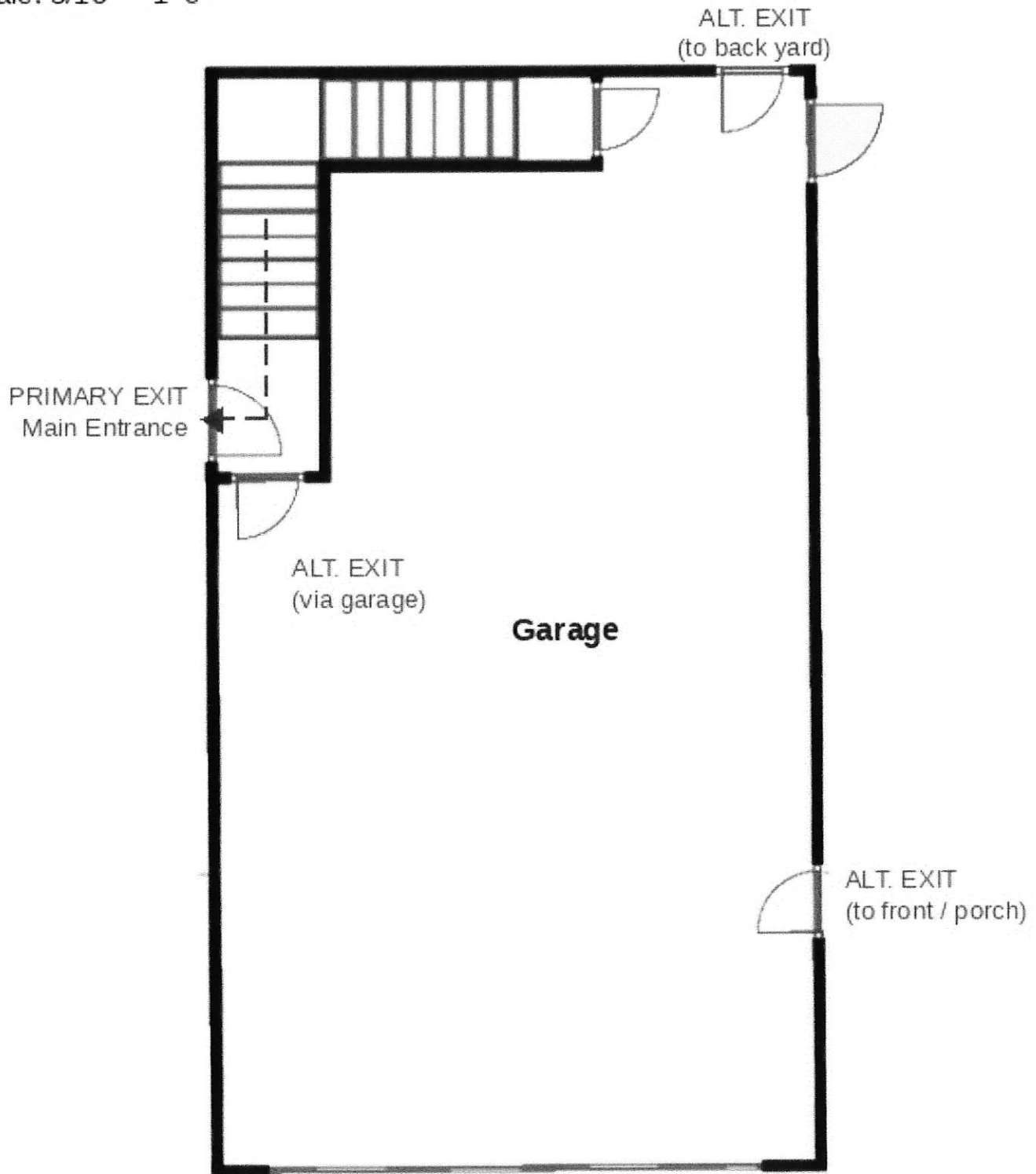
Entry Level Plan
Scale: 3/16" = 1'-0"



Organizational Strategy Plan

Entry Level Emergency Exiting Plan

Scale: 3/16" = 1'-0"





60 West Main Street
Hyrum, Utah 84319
Ph. (435) 245-6033
www.hyrumcity.gov

Staff Evaluation First Review

Application: Clay Schaffner, Merv's Subdivision Planned Unit Development – Seeking concept plan approval for a single-family detached and townhomes planned unit development consisting of 143 Units located at approximately 1170 East 700 South. Application #26-030

Application Number: 26-030
Preparation Date: August 5, 2026
Applicant Name: Clay Schaffner
Property Owner: JN Farms LLC
Property Address: 570 North 500 West
Parcel Number: 01-072-0002, 01-072-0005
Parcel Area: 19.36 Acres (21.59 Survey)

Planning Commission: August 13, 2026
Application Type: Concept Plan
Nature of request: Planned Unit Development

Current Zone District: Residential Zone R-2. The R-1/ R-2 Zone is a mixed density residential zone. Its minimum lot size is 9,900 square feet for a single-family dwelling. This zone is eligible for appropriately located Planned Unit Developments (PUDs).

There is a provision in the Annexation Agreement that the property south of 6300 South address grid (see Aerial View Exhibit) must comply with Hyrum City's Municipal Code 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 square feet, and a minimum frontage of 99 feet.

Adjacent zoning designations and uses of the subject property		
North	Residential Zone R-2	Single-family Dwellings
East	Cache County Zone A10	Agriculture
South	Cache County Zone A10	Agriculture
West	Residential Zone R-2 Cache County Zone A10	Agriculture Agriculture

Application Overview:

Hyrum City received a Concept Plan for a Planned Unit Development (PUD) located at approximately 1170 East 700 South. The proposed development presents a mixed density residential subdivision proposal overlaid on agricultural land that was annexed into Hyrum City limits as part of the Southeast Annexation Agreement in June 2018.

As noted on the General Notes of the Concept Plan, the proposed development density includes:

- 143 units / 6.62 units per acre
- 40 single-family detached residential lots (27 lots 5,550 sq. ft. to 7,000 sq. ft. and 13 Lots > 10,000 sq. ft.)
- 26 rear-loaded single-family detached residential lots
- 79 Townhomes that are a mix of front and rear loaded.

Staff Summary:

The proposed development is on two property parcels that was annexed in Hyrum City by the South East Annexation Corey W. Nielsen and Tracy Nielsen Agreement entered into June 14, 2018. The agreement outlines development, zoning, water shares, environmental concerns, utilities, and transportation. Among those outlines the zoning section of the agreement entered into was the south one-half portion of the proposed development property was zoned for single-family 1/3 acre lots with a provision the applicant and/or developer may request a variance or waivers of these restrictions from the Hyrum City Council. The PUD component of this application is the applicant and/or developers request for a variance or waivers.

Included in the annexation agreement is also a wastewater collection component. In this section, the agreement describes sewage from this property will flow into the sewer main on 300 South and the City will analyze the potential capacity of the sewer main on 300 South to determine a timetable for enlargement and cost recovery measures and 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.

Planned Unit Developments:

The purpose of a PUD allows some deviations from the Concept Plan and platting requirements of HCC Title 16. These are usually seen as smaller lot sizes and greater density in exchange for open space, attractive building designs, and other amenities such as playgrounds, swimming pools, parks and meeting facilities. No PUD shall have an area of less than two and one half (2½) acres. Maximum density allowed for multi-family developments is 10 units per acre. Consideration should be given to dispersing large multi-family PUD developments throughout the city instead of concentrating them in one central area.

Concept Plan Process:

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

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

The subdivider will submit the revised Concept plan to the City Council for its review and action. Once the Planning Commission requirements have been addressed, the Zoning Administrator shall forward the Concept Plan to the City Council. It shall be submitted as an agenda delegation at least two weeks prior to the next regularly scheduled meeting of the City Council. Members of the Council may visit the site prior to the regularly scheduled meeting. Upon approval by the City Council, the subdivider may then proceed with the preparation of the preliminary plat. In the event the preliminary plat has not been submitted to the Zoning Administrator for approval within twelve months of the approval date by the City Council referred to in this section, a new Concept plan application must be submitted and receive approval according to this title before a preliminary plat can be submitted to the Planning Commission.

STAFF COMMENTS**Planning and Zoning Department:**

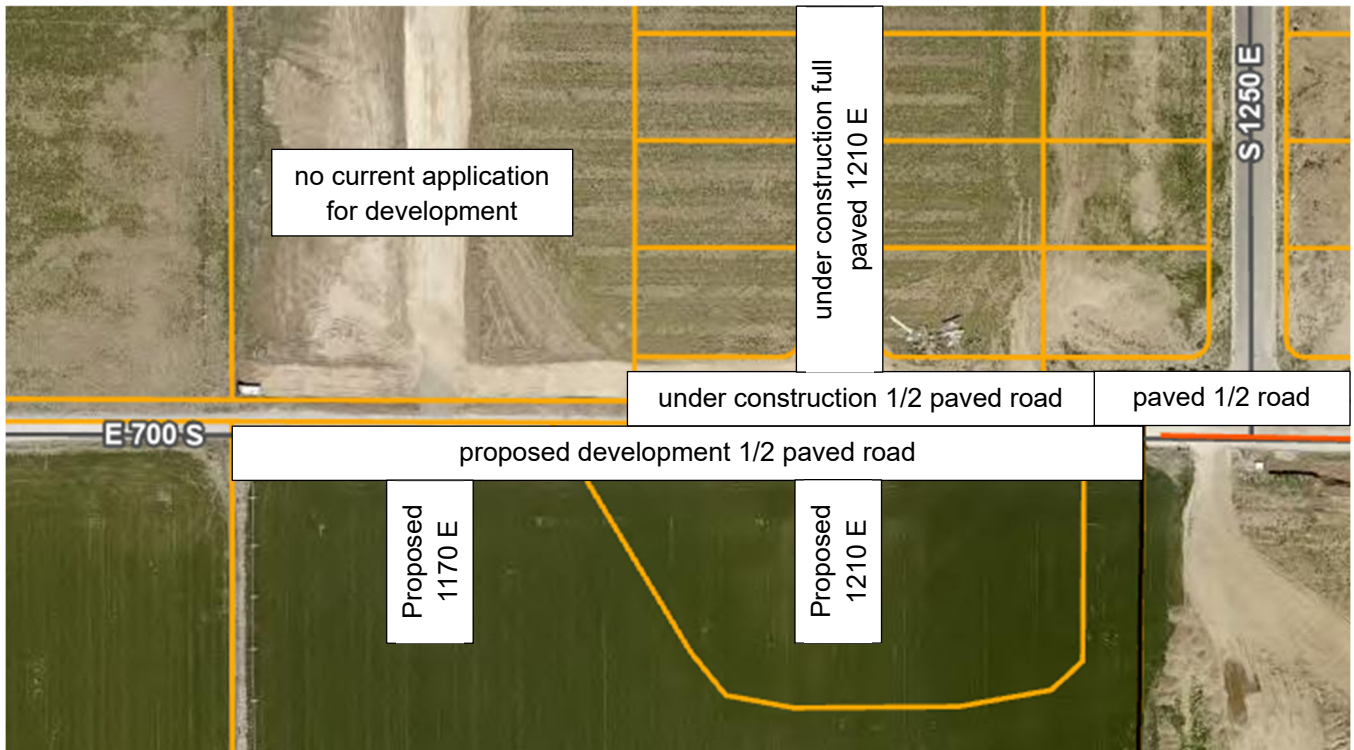
1. See attached South East Annexation Agreement. The proposed development is part of the South East Annexation Corey W. Nielsen and Tracy Nielsen Agreement June 14, 2018.
 - a. The annexation agreement established the property north of 6300 South address grid (see Aerial View Exhibit) will have no additional restrictions but must comply with Hyrum City's Municipal Code for Residential R-2 Zoning. This zone requires a minimum lot size of 9,900 square feet, and a minimum frontage of 82.5 feet. Current setback regulations include 25 feet frontage, 30 feet rear yard, 8 feet and 10 feet side yard setbacks. This area if maintained to 9,900 square feet would provide 47 units per acre (not including the reduction for roadways/infrastructure)
 - b. The annexation agreement established the property south of 6300 South address grid (see Aerial View Exhibit) must comply with Hyrum City's Municipal Code 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 square feet, and a minimum frontage of 99 feet. Current setback regulations include 25 feet frontage, 30 feet rear yard, 8 feet and 10 feet side yard setbacks. This area if maintained to 14,520 square feet would provide 32 units per acre (not including the reduction for roadways/infrastructure).
 - c. It is noted on the Annexation Agreement Section 3, Zoning, the applicant and/or developer may request variances or waivers of these restrictions from the City Council.
 - d. Water shares. Before and upon any development of this property, the applicant / developer / landowner will submit water rights, irrigation shares, and/or purchase water if available from Hyrum City at the rate established at that time of development. Currently, Hyrum City Code 16.020.070.B requires all single family residential developments dedicate a minimum of 3 acre feet per gross acre of land in its undeveloped state. In the annexation agreement, 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 housing. This proposed project includes a multi-family PUD development. In the utility narrative the applicant states the project is required to dedicate 64.77 acre feet of water (3 acre per foot x 21.59 acres = 64.77). The application proposes to dedicate 43.18 acre feet of water and will pay the in-lieu of fee of \$7,000 acre feet for the remainder (21.59 acre feet x \$7,000 = \$151,130). It's the understanding Hyrum City collects water shares to supplement culinary water and may not approve accepting in-lieu of fee if sufficient water rights or shares are available to the property.
 - e. Wastewater Collection.
 - i. 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.
 - ii. 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.
 - iii. If the applicant and/or developer extends the sewer main line along the frontage of another property owners property the applicant and/or developer can ask the city for a recovery 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.
 - f. Transportation. The 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.
2. See attached Hyrum Real Estate Development LLC (HRED) Facilities Completion and Reimbursement Agreement.
 - a. The attached Facilities Completion and Reimbursement Agreement details allocation of costs for water and sewer for the project property that is based on subdivision lot sizes

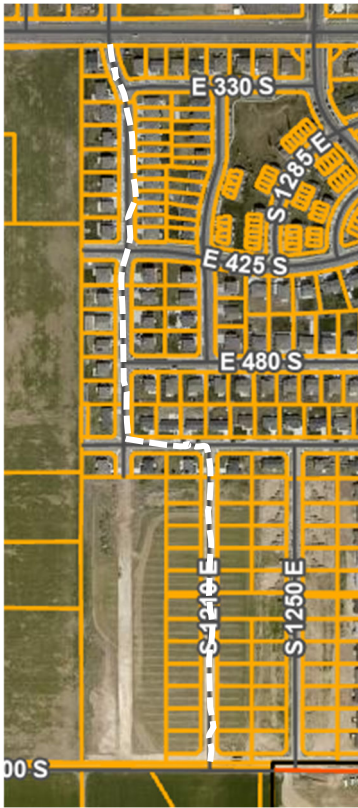
of 9,900 and 14,520. The reimbursement agreement schedule does not detail allocations for an increase density of a planned unit development.

3. Highway 165 to 1250 East is a gravel road that is not paved in the winter. From 1250 East to Hammer Road is currently a paved 1/2 road that was installed by the Mountain View Estates South Subdivision (NNHC). NNHC is currently developing Phase 7 which will continue construction of the 1/2 paved road west to a location near the center of the proposed development property frontage. Without improvements to complete 700 South for the full length or from Highway 165 to the proposed development, the nearest paved road to egress the proposed development trips per day on a full paved route and through the adjacent neighborhood to connect to 300 South would be 1210 East. 1210 East is currently under construction by NNHC and will be completed by Phase 7 of their development. To fully complete and pave 700 South from State Highway 165 to Hammer Road (which is also a 1/2 street) may require annexation of one property (identified by "X") and right of way dedication from properties abutting 700 South. See exhibits below:



Enlarged Current Road Conditions:





Trips per day route through adjacent neighborhood to connect to 300 South:

The applicants Environmental Impact Statement projects the traffic impact from the proposed development to be minimal and well within the capacity of the local infrastructure. The proposed traffic impact calculates 9 trips per day per household for 49 lots that will generate approximately 441 total daily trips (44 occurring during peak hours) and the primary daily traffic will be routed north through the adjacent neighborhood to connect to 300 South with supporting narrative that local roads generally have the capacity of roughly 1,000 trips per day.

The proposed development density as presented is greater than 49 lots and proposing 143 households. Should the impact statement be amended to (9 trips per day per household x 143 households) 1,287 total daily trips (128 occurring during peak hours) and the primary daily traffic will be routed through the adjacent neighborhood to connect to 300 South. Applicant please clarify.

This route as presented to the nearest fully paved road to 300 South (after NNHC has completed 1210 East) will front 65 dwellings and unload at the Southwest Intersection of Canyon Elementary. If the route is maneuvering west, the route will arrive at Highway 165 and Mountain Crest High School entrance.

4. The provision for snow storage for all proposed developments is always considered and reviewed by staff, Planning Commission and City Council. There are four (4) private drives with parking fronting 79 Townhomes. Applicant please clarify if the private drives and parking have provisions for the snow storage.
5. Building setbacks for residential buildable lot areas are reduced from the setbacks regulated by the Residential R-2 Zone. Hyrum City has approved previous PUDs with reduced setbacks in other areas of the City. One of the most common adverse effects from reduced setbacks occur when driveway depths are at 20 feet and they present obstructions onto the public sidewalks by the parking of extended heavy-duty pickup model trucks, campers, and other similar pull behind trailers that are often parked upon deeper 25 feet driveways or parked in wider side yard setbacks against the house or have wider setbacks to access the rear yard for accessory parking. HCC 17.28.040 regulates a minimum of ten (10) feet on one side which has to encroachment to provide vehicular access to back yard to prevent potential obstructions.
6. Staff is concerned that 700 South is a gravel seasonal road and Mountain View Estates South does not have an application submitted for the final phase to make a full width road in front of the proposed project; 700 South may require additional annexation and will require right of way dedication to be completed; and development of the property will not be approved until the sewer main lines have been accurately assessed to determine the City's current and future needs as agreed upon in the annexation agreement.
7. The proposed development presents an attractive mix of detached single-family, detached courtyard homes, and attached housing opportunities.
8. The open space areas provide active and passive recreation opportunities to the private development.
9. There is no ordinance requiring multi-family PUD developments to include a centralized clubhouse or minimum square feet of interior amenity space. Staff is not concerned but asks would an interior amenity space support the 143 housing units.
10. The future 700 South is master planned to be a 78 feet wide minor collector with a 12 feet wide sidewalk trail on the south side of the roadway abutting the frontage of the development that is envisioned to network from Highway 165 to Hammer Road thence northbound to the Black Smith Fork Canyon Trail Head. New and existing development along 700 South will benefit this master planned amenity.

11. The proposed architectural components of the building elevations complement the proposed development and the developer's intent to front attached dwelling entries to common open space.
12. Staff supports the proposed development included courtyard housing concepts on smaller lots with the intent for detached housing affordability within the Hyrum City limits.

Engineering:

1. Not requested.

Fire Department:

1. Fire apparatus shall meet the requirements for aerial fire apparatus access roads.
2. Developments of one or two family dwelling residential developments where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads. Refer to Planning and Zoning Department Comment #4 regarding half roads. The proposed project development is currently limited to emergency vehicle access to only one access that is 1250 East. Without a second access for more than 30 dwelling units, each unit shall be equipped throughout with an automatic fire sprinkler system.
3. It is noted in the Environmental Impact Statement the existing gravel road to the west will be available for emergency vehicle access. This is currently a seasonal road and is not plowed in the winter for emergency vehicle or motor vehicle access. 700 South (6200 S) from the development to Highway 165 does not provide the surface requirements or is it maintained to support the imposed loads of fire apparatus and is not surfaced as to provide all weather driving capabilities. 700 South (6200 S) from the development to Hammer Road is only a half road. The only access to the project would be from 1250 East.
4. The proposed private drives 875 South, 850 South, 800 South, and 725 South are providing a width of 26 feet for emergency vehicle apparatus. On-street parking on these private drives must be prohibited and made known by the installation of no parking signs.

Power Department:

1. See attached Annexation Corey W. Nielsen and Tracy Nielsen Agreement June 14, 2018.
2. Power connection will need to be made from a junction box that will be located on the corner of 1170 E 6200 S. This has yet to be installed. NNHC will be responsible for getting power through phase 8 of their development which will then provide a junction box at the previously mentioned intersection.
3. Currently, no power connection is available.
4. Hyrum Power is in the process of completing a Capital Facilities Plan which will show any/other future connection points for development in this area.

Sewer Department:

1. See attached Annexation Corey W. Nielsen and Tracy Nielsen Agreement June 14, 2018.
2. See attached Hyrum Real Estate Development LLC (HRED) Facilities Completion and Reimbursement Agreement.
3. Sanitary Sewer Note on the Concept Plan explains this site *will connect to the Hyrum City gravity sewer main installed in 800 e (sr-165). this approach will require approximately 2600 lf of offsite sewer to be installed in the 700 s (6200 s) row.* The sewer will be required to extend to the east boundary of the project property boundary for an approximate distance of 3,400 lf from the intersection of Highway 165 to the east boundary of the project.
4. Sanitary Sewer Note on the Concept Plan notes *that the city is proposing to include this stretch of sewer in the city's capital improvements plan. The applicant would like to open the discussion for the city's participation in said off-site sewer installation.* The collection master plan is not complete and as such has not been approved by the City Council and the cost for this sewer line is not currently a budget item.

Streets / Water Department:

1. See attached Annexation Corey W. Nielsen and Tracy Nielsen Agreement June 14, 2018.
2. See attached Hyrum Real Estate Development LLC (HRED) Facilities Completion and Reimbursement Agreement.
3. Traffic study in the environmental impact report shows 49 lots will generate approximately 441 total daily trips. Are the 49 lots the same as the 143 units shown on the PUD plan?
4. Note that 6200 South is currently in the master plan as a minor collector.

5. Note that 6200 South is fed by only half a road, located on the north side of the dirt road (6200 South), ending east of the property's frontage line.
6. Note that Hammer Road is also only half a road.
7. Note that the dirt road portion of 6200 South remains snow-packed during winter months.
8. Note the water line that will be extended along 6200 South is a 10" C900, located on the north side of 6200 South.
9. Note the irrigation main on 6200 South is a 24" class 165 pipe

Planning Commission Responsibility:

1. Members of the Planning Commission may visit the site accompanied by the developer or his representative.
2. The Planning Commission should have a thorough discussion of the concept plan, staff comments, and specifying conditions and requirements for recommendation to the City Council.

Staff Recommendations:

1. The Planning Commission may make a motion specifying conditions and requirements, and staff comments to the City Council.

Stipulations:

1. Members of the Council may visit the site prior to the regularly scheduled meeting.
2. The City Council may approve, disapprove, approve with additional conditions and requirements, or require the requestor to return to the Planning Commission with revisions; or require the applicant to return revisions to the City Council.

Finding of Facts:

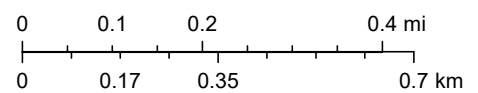
1. Development of this property will not be approved until the sewer main lines have been accurately assessed to determine the City's current and future needs.
2. The required public hearing and public notices were distributed in compliance with Utah Code and Hyrum City Code.

Attachments:

1. Vicinity Map
2. Zoning Map
3. Aerial View
4. Applicant Submitted Documents:
 - a. Environmental Impact Statement (2 Pages)
 - b. Building Elevations (4 Pages)
 - c. JN Farms Survey (1 Page)
 - d. Concept Plan (1 Page)
 - e. Preliminary Landscape Plan (1 Page)
5. South East Annexation Corey W. Nielsen and Tracy Nielsen Agreement June 14, 2018.
6. Hyrum Real Estate Development LLC (HRED) Facilities Completion and Reimbursement Agreement.

Section 6. Item E.

1:18,056



Vantor

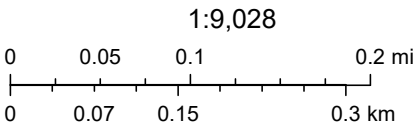
Zoning Map



7/28/2026, 10:36:33 AM

Hyrum Zoning

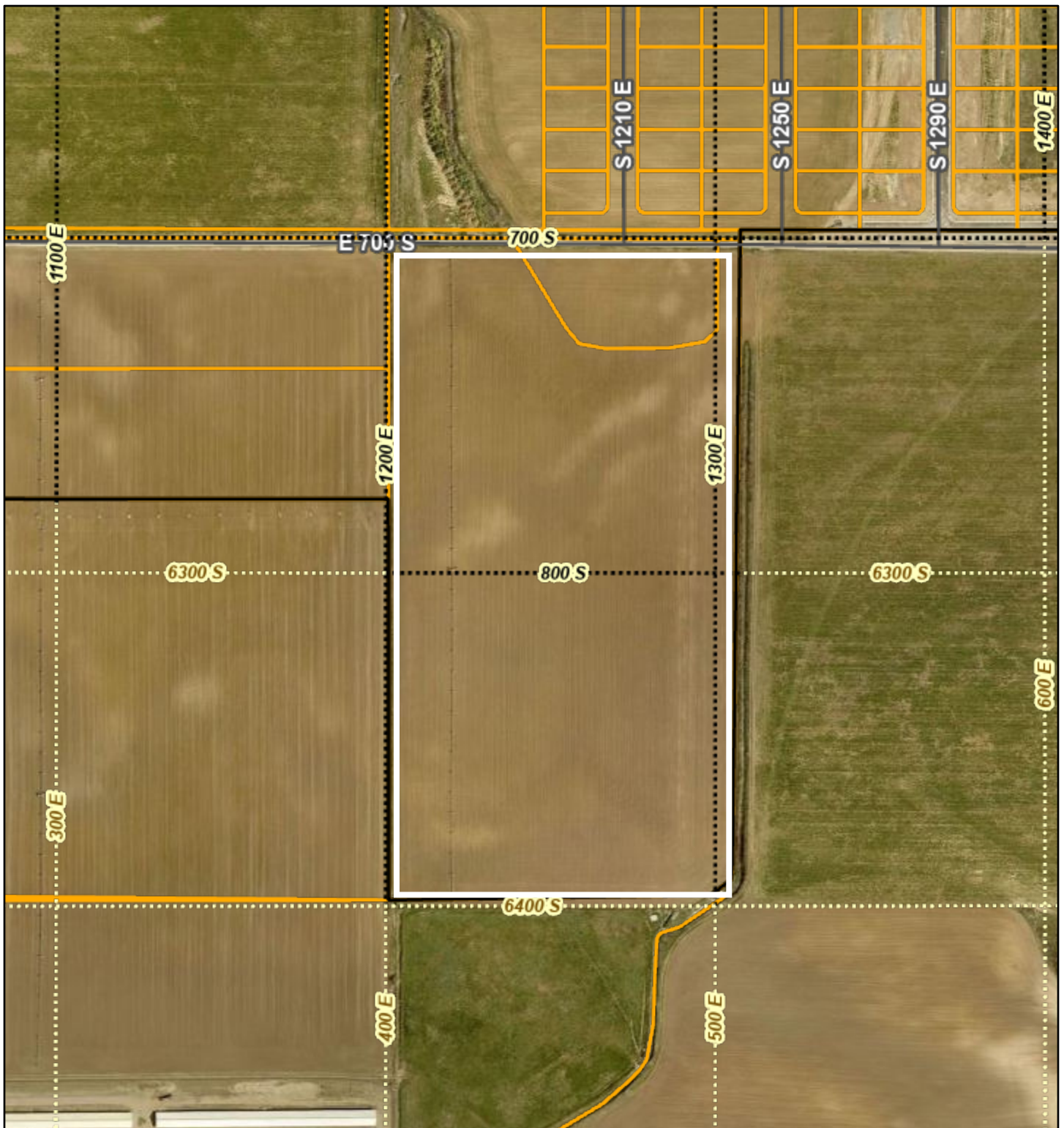
- ANNEXATION AGREEMENT - AA
- RESIDENTIAL MULTI FAMILY R-2
- RESIDENTIAL AGRICULTURE R-A
- Municipal Boundaries
- County Boundary



Vantor, Cache County

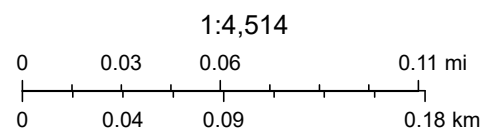
Aerial View

Section 6. Item E.



7/28/2026, 10:39:09 AM

Addressing Grid  Municipal Boundaries
 Hyrum  County Boundary
 County  Cache Parcels



Vantor



June 25, 2008

RE: Environmental Impact Statement – Proposed Merv’s Subdivision

To whom it may concern:

In accordance with Hyrum City’s requirements for submission of a preliminary plat, an Environmental Impact Statement has been prepared for the proposed “Merv’s Subdivision”, which proposes 49 single-family lots on Cache County Parcels #01-072-0005 and 01-072-0002, addressing impacts to surrounding “neighborhoods, traffic, environment, and any other significant impact.”

Neighborhood Impact

No commercial or industrial is proposed. The subdivision features lots averaging 1/3-acre in size, smaller than the ¼-acre lots to the north and the townhomes to the north of them. The decrease in density along this transect terminates conforms to the intentions of the City Master Plan. The project is not requesting animal rights. Aside from some modest vehicular and pedestrian traffic to the north, the impact to the adjacent neighborhood is negligible.

Traffic Impact

The traffic impact from this development is expected to be minimal and well within the capacity of the local infrastructure.

- Based on standard generation rates of 9 trips per day per household, the 49 lots will generate approximately 441 total daily trips.
- An estimated 10% of this volume, or 44 trips, will occur during peak hours.
- Local roads generally have a capacity of roughly 1,000 trips per day, meaning the existing grid iron network (which favors dispersion) can comfortably accommodate the additional volume.

Primary daily traffic will be routed north through the adjacent neighborhood to connect with 300 South, an established collector road. However, an existing gravel road to the west (6200 South) will be available for emergency vehicles and access.

Environmental Impact

The environmental footprint of the proposed development is minimal.

- **Wetlands & Waterways:** Based on both the National Wetland Inventory and on-site observations from Civil Solutions Group (CSG), there are no wetlands present on the parcel. Additionally, there are no open, active canals crossing the property; the canal located on the eastern boundary has already been fully piped.
- **Stormwater Management:** The development's infrastructure has been designed to manage the Cache Valley 100-year storm event entirely within proposed rapid in-situ infiltration systems. This ensures that stormwater runoff will be safely and effectively mitigated on-site without adversely affecting neighboring properties or downstream environmental conditions.



civilsolutionsgroup inc.

Should you have any questions about the findings of this statement, please contact me at mtaylor@csg.work, 435-890-4498.

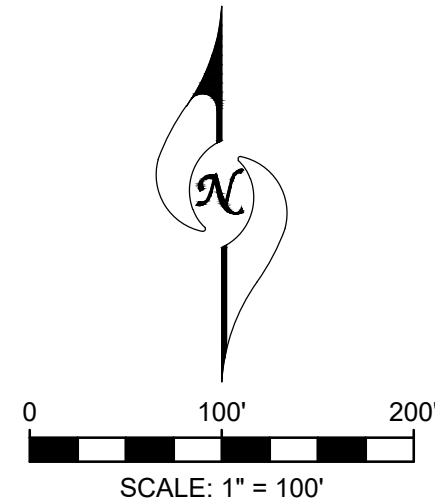
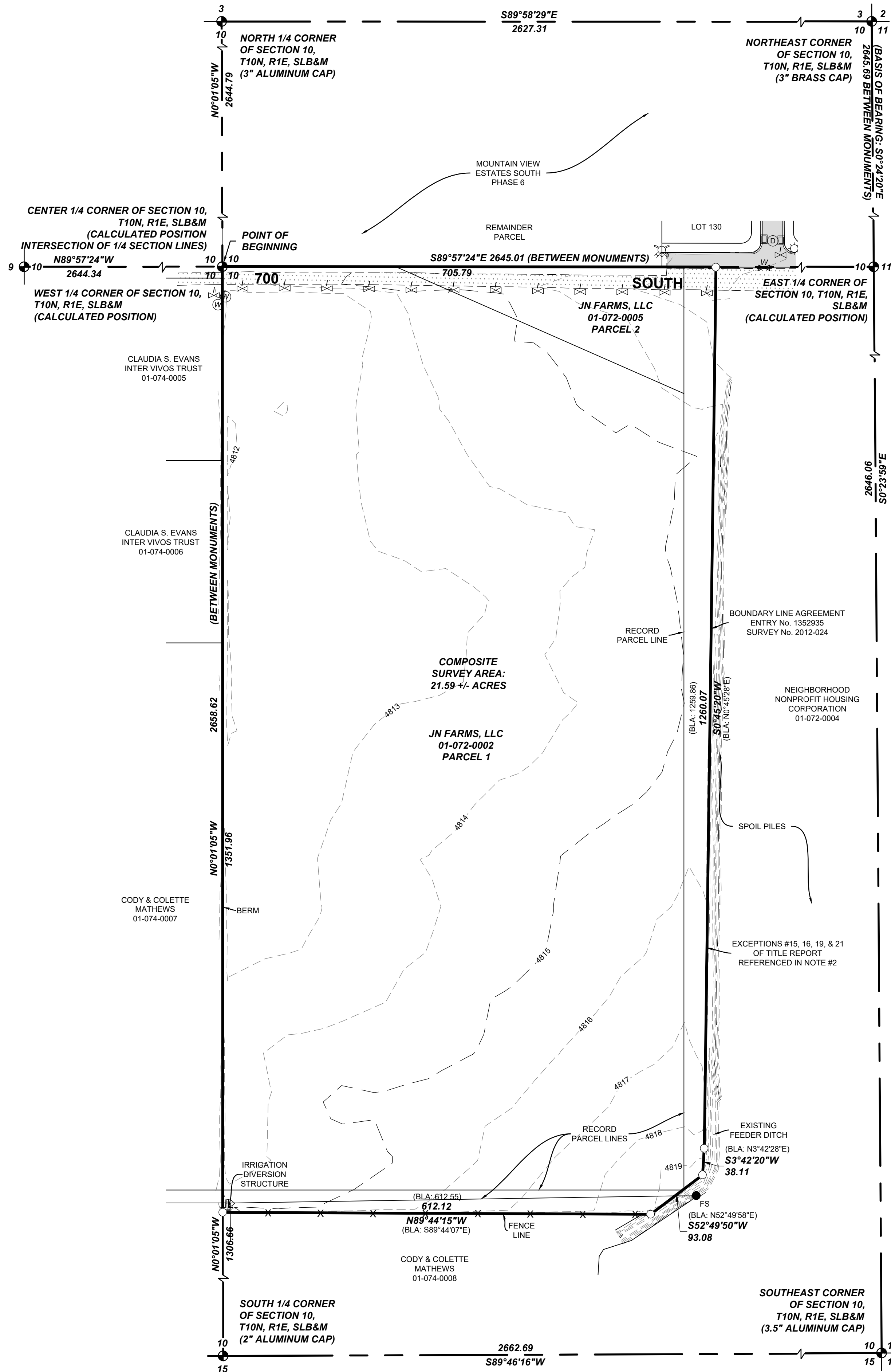
Sincerely,

Michael Evan Taylor, PE
Qualified Environmental Professional
mtaylor@civilsolutionsgroup.net
C: 435.890.4498





	ASPHALT
	GRAVEL
	FENCE
	SEWER MANHOLE/LINE
	STORM DRAIN MANHOLE/LINE
	WATER LINE
BEARING/DISTANCE	MEASURED
(BEARING/DISTANCE)	(RECORD)
	CONTOUR LINE
	SPOT ELEVATION
	LIGHT POLE
	STORM DRAIN BOX
	IRRIGATION VALVE
	WATER VALVE
	WATER MANHOLE
	HYDRANT
	FOUND FORESIGHT SURVEYING REBAR
	SET REBAR & CAP
	(CSG ENG & SURV.)



1. SURVEY NARRATIVE: The purpose of this Survey is to provide a Boundary & Topographical Survey and Certification for the property shown and described hereon. It was determined that from the record legal descriptions of the Subject Property that the property is by record the West Half of the Northwest Quarter of the Southeast Quarter of Section 10, T10N, R1E, S18&M. Numerous Section Corners were found around said Section 10 and the West 1/4 Corner & East 1/4 Corner are obliterated and were calculated from MOUNTAIN VIEW ESTATES SOUTH SUBDIVISION, Phase 6. The Center 1/4 Corner of said Section 10 was calculated by the intersection of the 1/4 Section lines. The Subject Property is bounded by the following Plat, Survey, fence line, & Section line:

- On the North, the Subject Property is bounded by the south line of MOUNTAIN VIEW ESTATES SOUTH SUBDIVISION, Phase 6, according to the Official Plat thereof on File in the Office of the Cache County Recorder. Said line is also the 1/4 Section Line between the East 1/4 Corner and the Center 1/4 Corner of Section 10, T10N, R1E, SLB&M.
- On the East, the Subject Property is bounded by that Boundary Line Agreement as described in a Survey done by Jeff Nielsen with Foresight Surveying (Survey No. 2012-024), said Boundary Line Agreement is also described in Entry No. 1352935. Along the east line the said Boundary Line Agreement calls to the centerline of an existing feeder ditch, much of this feeder ditch has been filled in due to trucks dumping dirt on the adjacent property from the active construction site of Mountain View Estates South Subdivision.
- The south line follows along a fence line and it is the opinion of this surveyor that a boundary line agreement be made between JN Farms, LLC & the Mathews to match said fence line to clean up any mathematical overlaps.
- On the West, the Subject Property is bounded by the 1/4 Section line between the South 1/4 Corner and the Center 1/4 Corner of said Section 10. A berm and a line of posts were found to match more or less with said 1/4 Section Line.

A Foresight Surveying rebar & cap was found near the southeast corner of the Subject Property. Said rebar was set from a Survey, east of the Subject Property, done by Jeff Nielsen with Foresight Surveying (Survey No. 2020-0011) and matches well with the Survey.

2. A Title Commitment prepared by Hickman Land Title Company, Logan, Utah, File No. 113472, Effective Date: February 2, 2026, was provided by our client and utilized in the preparation of this Survey. Civil Solutions Group, Inc. is entitled to rely on the accuracy of this document and is not liable for errors and omissions based on the reliance of said Title Report. Unless noted otherwise, all record parcels and title exceptions/easements noted on this Survey are referenced from this document.
3. The Basis of Bearing for this Survey is S0°24'20"E along the Section Line between the Northeast Corner and the East 1/4 Corner of Section 10, T10N, R1E, SLB&M. All deeds and plats of record have been rotated to match the aforementioned basis of bearing or to other Section/monument lines relative to said basis of bearing per measured or calculated lines shown hereon.
4. Vertical data (contour lines and/or spot elevations, etc.) if shown hereon is based on the elevation of 4844.16' held on the South 1/4 Corner of Section 10, T10N, R1E, SLB&M.
5. This drawing, its design, and invention thereof, is the property of Civil Solutions Group, Inc., and is submitted to, and is for the exclusive use of the client referenced on the Survey. Only copies authorized in writing and individually signed and sealed by the Surveyor, or copies of the original certified Survey obtained from the office of the County Surveyor may be used as the official work of this Surveyor.
6. Except as specifically stated or shown on this drawing, no attempt has been made as a part of this Survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or municipal/public service facility. For information regarding these utilities or facilities, contact the appropriate agency.
7. Except as specifically stated or shown on this drawing, this Survey does not purport to reflect any of the following which may be applicable to the properties shown hereon: easements, encumbrances, building setback lines, restrictive covenants, subdivision restriction, zoning, or other land use restrictions. Underground utilities have been shown hereon based on observed evidence. Additional utilities, including, but not limited to: power, phone, cable TV, water, sewer, storm drainage, etc. may exist within the boundaries of this Survey and Blue Stakes should be contacted prior to digging. Engineers, Contractors, and others that rely on this information should be cautioned that the locations of the existing utilities may not be relied upon as being exact or complete. Additional exploration, verification and relocation of existing utilities will be the sole responsibility of any contractor prior to, or during construction of any additional improvements.

(FROM TITLE REPORT REFERENCED IN NOTE #2)

PARCEL 1:
Beginning at the Northwest corner of the Southeast Quarter of Section 10, Township 10 North, Range 1 East; thence South 20 chains; thence East 10 chains; thence North 69 rods to Obray Canal; thence Northwest along canal to a point 15 rods East of beginning; thence West 15 rods to beginning.

SUBJECT TO that Boundary Line Agreement, recorded February 5, 2024, Entry No. 1352935, Book/Page 2421/433, records of Cache County, Utah.

PARCEL 2:
Beginning 15 rods East of the Northwest corner of the Southeast Quarter of Section 10, Township 10 North,
Range 1 East and thence East 25 rods; thence South 11 rods; thence Northwesterly to the beginning.

A portion of the SE1/4 of Section 10, Township 10 North, Range 1 East, Salt Lake Base & Meridian, Hyrum, Utah, more particularly described as follows:

Beginning on the calculated position of the Center 1/4 Corner of said Section 10, said point also being located on the south line of MOUNTAIN VIEW ESTATES SOUTH SUBDIVISION, Phase 6, according to the Official Plat thereof on File in the Office of the Cache County Recorder (Basis of Bearing: S02°24'20"E between the Northeast Corner and the East 1/4 Corner of Section 10, T10N, R1E, SL&M); thence S89°57'24"E along said Plat 705.79 feet to a Boundary Line Agreement described in a Survey done by Jeff Nelson with Foresight Surveying (Survey No. 2012-024); thence along said Boundary Line Agreement 1259.86 feet (survey: N42°42'20"E along a fence line between the South 1/4 Corner of said Section 10 and the Northeast Corner of said Section 10, T10N, R1E, SL&M) 1259.86 feet; thence S3°42'20"W 389.41 feet (survey: N3°42'28"E); thence S52°49'50"W 93.08 feet (survey: N52°49'58"E); thence N89°41'15"W along a fence line 612.12 feet (survey: N89°40'07"E 612.55 feet) to a point on the 1/4 Section line between the South 1/4 Corner and the Center 1/4 Corner of said Section 10; thence N01°05'W 1351.96 feet to the point of beginning.

"I, Curtis Bown, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 12606452-2201 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have made a Survey of the lands shown on this Plan and that it correctly represents the existing conditions as shown. This Plan does not represent a certification to the title or ownership of the lands shown hereon."

Curtis Bown
Professional Land Surveyor
Certificate No. 12606452-2201

Date _____

civilsolutionsgroup inc.



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

BOUNDARY & TOPOGRAPHICAL SURVEY

LOCATION: SE1/4 OF SECTION 10, T10N, R1E, SLB&M

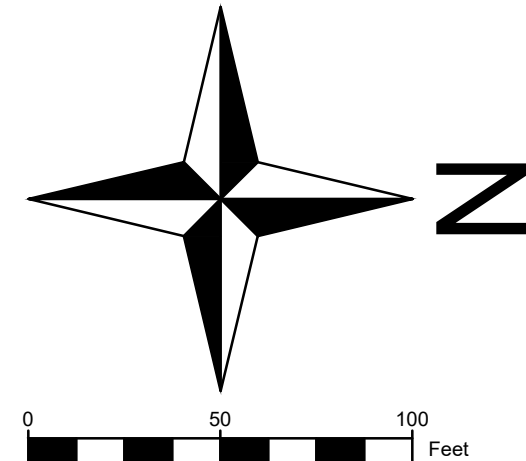
HYRUM, UTAH

PROPERTY OF/PREPARED FOR: JN FARMS, LLC

[illegible]

SCALE:	DRAWN BY:
1" = 100'	L. CHUGG
DATE:	PROJECT #:
3-23-2026	25-401

SHEET 1 OF 1

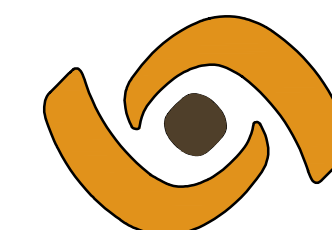


1170 E & 700 S
HYRUM, UT, 84319

[illegible]

PRELIMINARY NOT
FOR
CONSTRUCTION,
RECORDING
PURPOSES, OR
IMPLEMENTATION

1 OF 1



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SALT LAKE | P: 801.216.3192
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MERV'S SUBDIVISION

11170 E & 700 S
HYRUM, UT, 84319

[illegible]

PROJECT #:	24-401
DRAWN BY:	ZW
REVIEWED BY:	ZW
ISSUED:	07.27.24

PRELIMINARY LANDSCAPE PLAN

L101



ZONING SCHEDULE

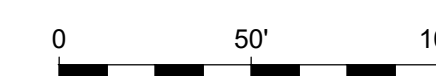
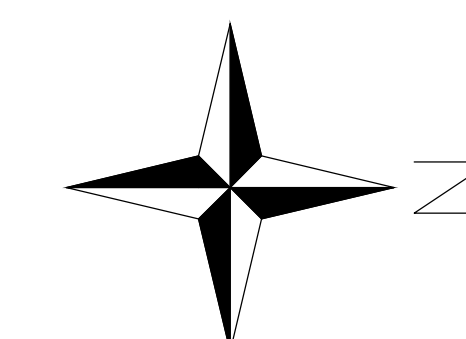
SYMBOL	NOTES	ACRES	DENSITY	TOTAL
	PLANTER BED THESE AREAS MAY CONSIST OF MULCH AND PLANTINGS OF A MIX OF TREES, SHRUBS, GRASSES, AND PERENNIALS.	1.08		
	TURF LAWN THESE AREAS MAY CONSIST OF LOW WATER USE TURF LAWN.	1.76		
	AMENITY AREA AREAS CONSISTING OF A COMMUNITY AMENITY SUCH AS PLAYGROUNDS, PICKLEBALL COURTS, AND PAVILLIONS	0.16		

CONCEPT PLANT SCHEDULE

	<u>STREET TREE</u>	143
	<u>SHADE TREE</u>	34
	<u>ORNAMENTAL TREE</u>	20
	<u>LARGE EVERGREEN TREE</u>	18
	<u>SMALL EVERGREEN TREE</u>	48

PRELIMINARY LANDSCAPE NOTES:

1. CONTRACTOR TO VERIFY QUANTITIES.
2. CALL 811 BEFORE YOU DIG.
3. CONTRACTOR TO SUPPLY SUBMITTAL CUTSHEETS TO ARCHITECT FOR ALL PRODUCTS PRIOR TO INSTALLATION.
4. LANDSCAPE SHALL BE WATERED WITH AN AUTOMATIC IRRIGATION SYSTEM
5. THIS PLAN IS PRELIMINARY AND FINAL DESIGN OF THE LANDSCAPE IS SUBJECT TO CHANGE OVER THE COURSE OF THE DESIGN PROCESS.



THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF CIVIL SOLUTIONS GROUP, INC. AN SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY OTHER PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF CIVIL SOLUTIONS GROUP, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT. THESE PLANS ARE DRAWN TO SCALE WHEN PLOTTED ON A 24" x 36" SHEET OF PAPER. THESE PLANS ARE PLOTTED IN CQL OR AND SHOULD BE PLOTTED AS SUCH.

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

BY 1200776 R 2031 P 573

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 & 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).

D:\1200776 & 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.

SOUTH EAST ANNEXATION
COREY W. NIELSEN AND TRACY NIELSEN AGREEMENT

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.

Pl 1200776 # 2031 Pg 576

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 existing 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. [A.1200776 Bk 2031 Pg 577]

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.

SOUTH EAST ANNEXATION
COREY W. NIELSEN AND TRACY NIELSEN AGREEMENT

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 OK 2031 Pg 578

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.

SOUTH EAST ANNEXATION
COREY W. NIELSEN AND TRACY NIELSEN AGREEMENT

Section 6. Item E.

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.

Ent 1200776 Bk 2031 Pg 579

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

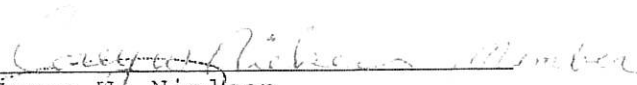
By Stephanie Miller
Stephanie Miller
Mayor

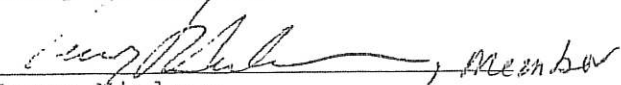
Attest:


Stephanie Fricke
City Recorder

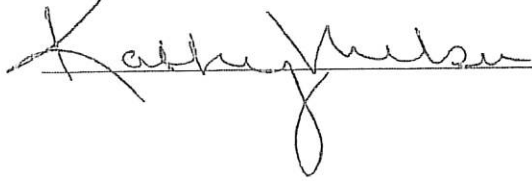
APPLICANTS:

SOUTH EAST ANNEXATION
COREY W. NIELSEN AND TRACY NIELSEN AGREEMENT


Corey W. Nielsen

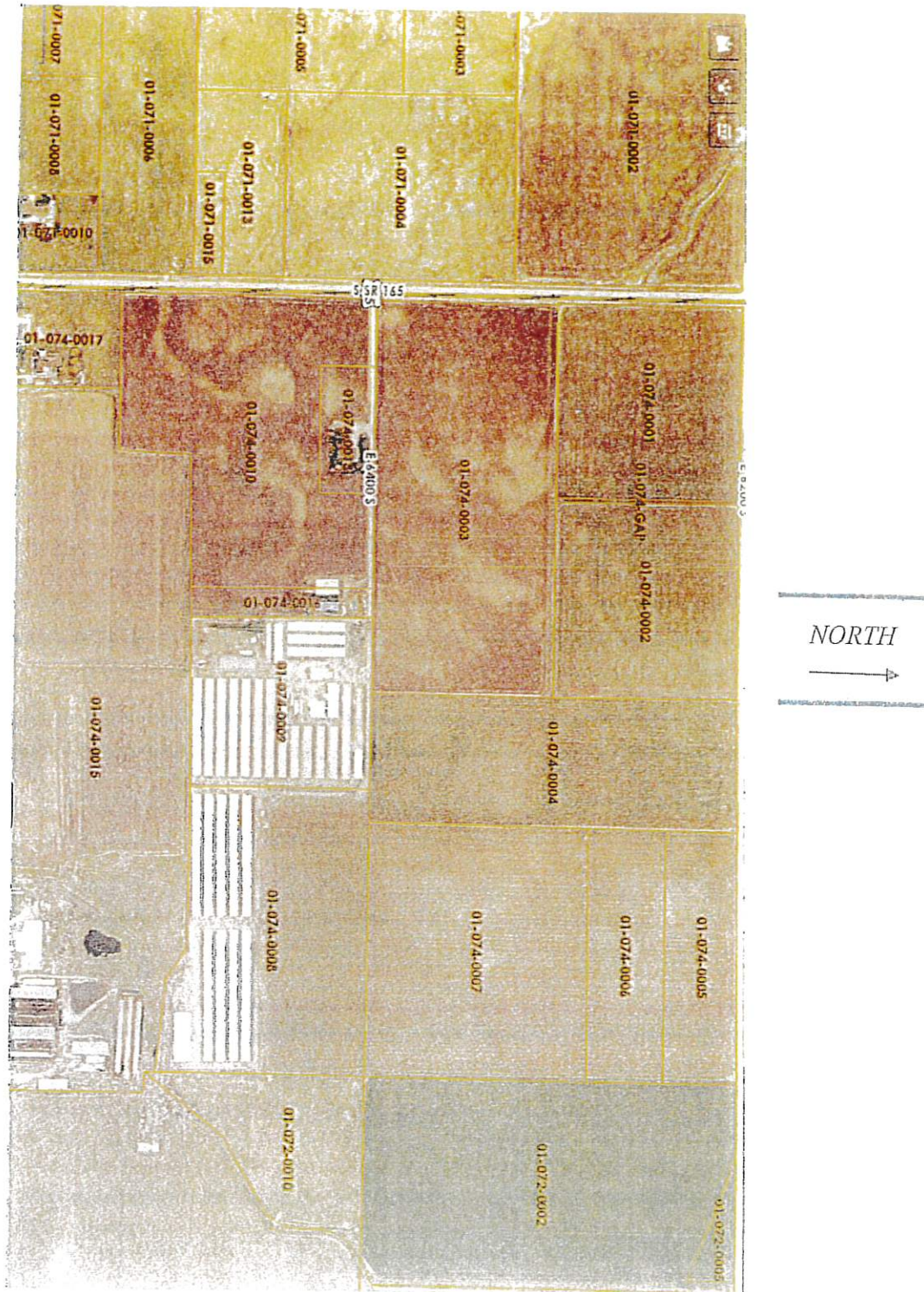

Tracy Nielsen

Witness:



Ent 1200776 Bk 2031 Pg 580

MAP OF EXISTING MINK RANCH SHEDS



Em 1200776 W 2031 P 581

FACILITIES COMPLETION AND REIMBURSEMENT AGREEMENT

This FACILITIES COMPLETION AND REIMBURSEMENT AGREEMENT (hereinafter "**Agreement**") is entered into by and between HYRUM REAL ESTATE DEVELOPMENT, LLC, a Utah limited liability company ("**HRED**"), and the City of Hyrum, Utah (the "**City**"). HRED and the City are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**". This Agreement shall be binding and effective upon its approval by both HRED and the City Council of the City as provided by Utah law (the date this Agreement is executed by the City, after it is approved by the City Council, which shall be after the date of the signature by the authorized representative of HRED, is hereinafter referred to as the "**Effective Date**").

RECITALS

WHEREAS, HRED and its affiliates plan to finish that certain single-family residential subdivision commonly referred to as Canyon Estates Subdivision (the "**Subdivision**"), which, upon completion will be provided culinary water services by the City;

WHEREAS, in connection with the completion of the Subdivision, the City is requiring HRED to install, at HRED's initial cost and expense, a **10" culinary water** distribution line (the "**Extension**") as more particularly described and depicted on Exhibit "A" attached hereto;

WHEREAS, the Extension has been up-sized to meet the culinary water needs of various parcels of real property near and adjacent to the Subdivision (collectively with the Subdivision, the "**Benefitted Area**"), which Benefitted Area is approximately **512** acres in size and more particularly described on Exhibit "B" attached hereto;

WHEREAS, it will be to the advantage of HRED to expedite the timing of the Subdivision by installing the Extension at its initial cost and expense, subject to reimbursement by the City according to the terms of this Agreement.

NOW THEREFORE, in consideration of the promises, covenants, and conditions herein contained and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, HRED and the City agree as follows:

AGREEMENT

1. Incorporation of Recitals. Each of the recitals set forth above are hereby incorporated into this Agreement by this reference, and are made a part hereof.

2. Description of the Extension. The Extension is comprised of a section of 10" inch PVC line which extends approximately **3,350** linear feet in a generally north-south direction, and an additional section of 10" PVC line that extends and additional **5,000** linear feet in a generally

east-west direction. The Extension shall be located within existing easements in favor of the City, as generally shown in **Exhibit A**, attached hereto and incorporated by this reference. HRED has previously secured such approvals and permits required in connection with the installation of the Extension (collectively, the “**Permits**”) and is anticipated to complete construction of the Extension on or before **11/30/2024**.

3. Allocation of Costs. Upon completion of the Extension, HRED shall submit to the City a summary of HRED’s costs to complete the Extension (the “**Extension Construction Costs**”), together with reasonable supporting documentation of the Extension Construction Costs. HRED will provide original invoices and proof of payment to the City for confirmation of all costs associated with the completion of the Extension. Upon the City’s approval of the Extension Construction Costs, which approval shall not be unreasonably withheld, conditioned or delayed, the Extension Construction Costs shall be divided by the number of acres within the Benefitted Area to determine the per-acre assessment of the Extension Construction Costs (the “**Per Acre Assessment**” see exhibit D). Culinary water line Extension Construction Costs = **\$488,108.95**.

4. Collection of Per Acre Assessments. In connection with any subdivision or site plan approval, conditional use permit approval, or the issuance of any building permit (requiring use of culinary water) with respect to a lot or parcel within the Benefitted area with respect to which the City receives an application on or before twenty-five (25) years following the City’s determination of the Per Acre Assessment, the City shall assess and collect upon issuance of the applicable approval or permit from each applicable property owner the Per Acre Assessment due in connection with such owner’s property. The City shall be responsible to implement such steps as are reasonably necessary to identify and track such applications and approvals in order to collect the Per Acre Assessment due. Notwithstanding the foregoing, HRED agrees that it shall promptly notify the City of any application for subdivision or site plan approval, conditional use permit approval, or the issuance of any building permit with respect to a lot or parcel within the Benefitted Area to which HRED comes to have actual knowledge of application. Upon collection of the Per Acre Assessment from the owners of the properties within the Benefitted Area, the City shall promptly pay to HRED the collected Per Acre Assessment due in connection with the applicable property or properties within the Benefitted Area. Upon a property owner’s payment of the Per Acre Assessment due with respect to a particular parcel within the Benefitted Area, and the City’s payment of the collected Per Acre Assessment to HRED, no further amount shall be due or payable with respect to the lot or parcel with respect to which the Per Acre Assessment has been paid pursuant to the terms of this Agreement.

5. No Further Assessment of Subdivision. Given HRED’s completion of the Extension at its initial sole cost and expense, the City and HRED agree that the Per Acre Assessment for the Subdivision has been paid in full and that no further charge or fee shall be assessed or charged against any portion of the Subdivision with respect to the Extension.

6. Inspection. The City has the right to oversee and inspect any portion of the construction of the Extension. The Extension shall be completed in accordance the plans and specifications therefore prepared by **Civil Solutions Group, Inc.** Preliminary Plat dated 1/10/2019 and Construction Drawings dated 6/18/2020 (as the same may be amended with the mutual consent of HRED and the City Manager, the “**Plans and Specifications**”).

7. Time to Complete. HRED shall exercise commercially reasonable efforts to complete the Extension no later than **11/30/2024**, time being of the essence.

8. Attorney Fees and Costs. Each party hereto shall bear its/his/her own attorney fees and costs incurred in connection with the execution of this Agreement. However, if any party shall seek to enforce or protect its rights under this Agreement or under any document or instrument executed and delivered in connection therewith, in any suit, case, or other proceeding, including all bankruptcy cases and proceedings, and any appeals and/or petitions therefrom, the prevailing Party shall be entitled to receive from the other Party full payment of his, her, or its costs and expenses, including reasonable attorney fees incurred (whether such costs or fees were incurred before or after the commencement of litigation or mediation to resolve the dispute).

9. Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, legatees, representatives, successors, transferees and assigns.

10. Force Majeure. No party hereto will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slowdowns or the inability to procure parts or materials. Any such delay beyond the control of the Parties shall toll the requirements of Paragraph 6 above for completion of the Extension for the duration of the force majeure.

11. Amendments and Waivers. This Agreement may not be modified, amended or terminated except by an instrument in writing, signed by each of the Parties affected thereby. No failure to exercise and no delay in exercising any right, remedy or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein or by law or in equity.

12. Drafting and Voluntary Execution. The drafting and negotiation of this Agreement have been participated in by all of the Parties hereto, and for all purposes this Agreement shall be deemed to have been drafted jointly by all such Parties. The Parties acknowledge that they have been represented by legal counsel of their choice in all matters connected with the negotiation and

preparation of this Agreement, or that they have had the opportunity to be represented by counsel, and that they have reviewed this Agreement with their counsel, or that they have had the opportunity to review this Agreement with their counsel, and that they fully understand the terms of this Agreement and the consequences thereof. Furthermore, the Parties hereto have been afforded the opportunity to negotiate as to all terms of this Agreement, and that they are executing this Agreement voluntarily and free of any undue influence, duress, or coercion. The Parties hereto further acknowledge that they have relied on their own judgment, belief, knowledge, and advice from their affiliates and agents, as well as any other representative or consultant, as to the extent and effect of the terms and conditions contained herein without any reliance upon any statement or representation of any other party or any officer, director, employee, agent, servant, adjustor, or attorney on acting on behalf of the other party. Moreover, the headings in this Agreement are for convenience only and shall not be interpreted to limit or affect in any way the meaning of the language contained herein.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.

14. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provisions or rules that could cause the application of the laws of any jurisdiction other than the State of Utah. Each Party hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any other Party hereto or its successors or assigns may only be brought and determined in the courts of Cache County, in the State of Utah. Consequently, each Party hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction and venue of the aforesaid courts in said situs. Each Party hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the aforementioned courts for any reason other than the failure to lawfully serve process, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (c) to the fullest extent permitted by applicable law, that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper, or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

15. Severability. If for any reason any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement nevertheless shall be

construed, performed and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.

16. Entire Agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties concerning the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement. The provisions of this Agreement are solely for the benefit of the Parties and will not be construed as benefiting any third party; provided, however, a transferee of an ERU Certificate shall be entitled to the benefits and credit against impact fees associated with such certificate.

WHEREFORE, HRED and the City voluntarily enter into this Agreement as of the date(s) set forth below.

STATE OF UTAH
COUNTY OF MOHAVE
SUBSCRIBED AND SWORN TO BEFORE ME
THIS 17TH DAY OF NOVEMBER 2020
[Signature]
MY COMMISSION EXPIRES 9-22-2023



Hyrum Real Estate Development, LLC

NOTARY PUBLIC
JAY JO CLARK
708302
COMMISSION EXPIRES
SEPTEMBER 22, 2023
STATE OF UTAH

City of Hyrum, Utah

Date: Nov. 18, 2020

By: *Stephanie Miller*

Title: Mayor



Attested by:

Stephanie Trice
City Recorder

Canyon Estates Off-site Culinary Water Improvements Basis for Reimbursement Agreement

Narrative: The Developer of Canyon Estates Subdivision has agreed to construct at their expense the off-site 10" diameter culinary water distribution lines depicted in this Exhibit. Hyrum City has agreed to enter into a Reimbursement Agreement with the Developer for which the Developer will be paid the actual construction cost for the distribution lines using a weighted percentage of the total cost as each acre of land within the receiving area is developed. The areas that may potentially benefit from the construction of the proposed distribution line are depicted by zone (potential development density). The potential development density and total acreage of each zone have been used to calculate a weighted percentage of the distribution line construction cost per developed acre.

Connect to Existing Water Line.

Potential Developed Lot Calculation:
(total acreage in zone) Minus (30% for public rights-of-way and configuration losses)
Divided by (minimum allowed lot size)

Minimum 1/3 Acre Lots:
 $370 \text{ (Total Acres)} - 111 \text{ (30\%)} / .333 \text{ (min. lot size)} = 778 \text{ Potential Lots}$

Minimum 9,900 Sq Ft. (0.227 Acre) Lots:
 $142 \text{ (Total Acres)} - 43 \text{ (30\%)} / 0.227 \text{ (minimum lot size)} = 436 \text{ Potential Lots}$

Applicant
Property

Weighted Percentage of Water Line Construction Cost attributed to Canyon Estates Subdivision:
Parcel 1:
 $38.84 \text{ Ac.} \times 0.173\% = 6.72\%$
Parcel 2:
 $26.16 \text{ Ac.} \times 0.173\% = 4.53\%$
Total Percentage = 11.25%

Connect to Existing Water Line.
(Connection to multiple water system distribution lines (Looping) is necessary to maintain fire flow requirements within the future development area. Additional looping may be required off-site and within future developments to maintain fire flow)

Canyon Estates Parcel 1
38.84 Developed Acres
84 Lots

Canyon Estates Parcel 2
26.16 Developed Acres
55 Lots

Weighted (by zone) Lineal Feet of Water Line Construction Cost, Per Developed Acre, Calculation:
Lineal Feet of Off-site Culinary Water Line Per Potential Developed Lot:
(total lineal feet of off-site water line) Divided by (total potential developed lots) Equals (lineal feet per potential developed lot)

$8,350 \text{ (Linear Feet)} / 1,214 \text{ (Potential Developed Lots)} = 6.878 \text{ Ft/Lot}$

Lineal Feet of Off-site Culinary Water Line Per Developed Acre:
(lineal feet per potential developed lot) Multiplied by (total potential developed lots in zone) Divided by (total zone area)

Receiving Area Minimum 1/3 Acre Lots:
 $6.878 \text{ (Ft/Lot)} \times 778 \text{ (Potential Lots)} / 370 \text{ (Total Acres)} = 14.463 \text{ Lineal Feet Per Developed Acre}$

Receiving Area Minimum 9,900 Sq Ft. Lots:
 $6.878 \text{ (Ft/Lot)} \times 436 \text{ (Potential Lots)} / 142 \text{ (Total Acres)} = 21.119 \text{ Lineal Feet Per Developed Acre}$

LEGEND



Receiving Area (370 Total Acres) Minimum 1/3 Acre Lots (778 Potential Developed Lots) 0.173% of Off-site Culinary Water Line Construction Cost / Developed Acre



Receiving Area (142 Total Acres) Minimum 9,900 Sq.Ft. (0.227 Acres) Lots (436 Potential Developed Lots) 0.253% of Off-site Culinary Water Line Construction Cost / Developed Acre



Off-site 10" Diameter Culinary Water Distribution Line Serving Receiving Area (8,350 Linear Feet)

Weighted (by zone) Percentage of Water Line Construction Cost, Per Developed Acre, Calculation:
(receiving area lineal feet per developed acre) Divided by (total lineal feet of off-site water line)

Receiving Area Minimum 1/3 Acre Lots:
 $14.463 \text{ (Feet / Developed Acre)} / 8,350 \text{ (Linear Feet)} = 0.173\%$
Water Line Construction Cost Per Developed Acre

Receiving Area Minimum 9,900 Sq Ft. Lots:
 $21.119 \text{ (Feet / Developed Acre)} / 8,350 \text{ (Linear Feet)} = 0.253\%$
Water Line Construction Cost Per Developed Acre

Google Earth

© 2018 Google

Exhibit A

3000 ft

Pioneering Agreement Canyon Estates

Exhibit D

Amount to be Reimbursed:	Lot Sizes- (See Agreement Map)	
	<u>1/3 Acre Area</u>	<u>9900 Sq. Ft Area</u>
Total Cost		
<u>Sewer</u>	.149%	.219%
\$787,408.4	\$1173.24 per acre	\$1724.42 per acre
<u>Culinary</u>	.173%	.253%
\$488,108.95	\$844.43 per acre	\$1234.92 per acre
<u>Pressurized Irrigation</u>	.278%	.361%
\$353,388.35	\$982.42 per acre	\$1275.73

FACILITIES COMPLETION AND REIMBURSEMENT AGREEMENT

This FACILITIES COMPLETION AND REIMBURSEMENT AGREEMENT (hereinafter "**Agreement**") is entered into by and between HYRUM REAL ESTATE DEVELOPMENT, LLC, a Utah limited liability company ("**HRED**"), and the City of Hyrum, Utah (the "**City**"). HRED and the City are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**". This Agreement shall be binding and effective upon its approval by both HRED and the City Council of the City as provided by Utah law (the date this Agreement is executed by the City, after it is approved by the City Council, which shall be after the date of the signature by the authorized representative of HRED, is hereinafter referred to as the "**Effective Date**").

RECITALS

WHEREAS, HRED and its affiliates plan to finish that certain single-family residential subdivision commonly referred to as Canyon Estates Subdivision (the "**Subdivision**"), which, upon completion will be provided sewer line services by the City;

WHEREAS, in connection with the completion of the Subdivision, the City is requiring HRED to install, at HRED's initial cost and expense, a **12"** sewer line (the "**Extension**") as more particularly described and depicted on Exhibit "B" attached hereto;

WHEREAS, the Extension has been up-sized to meet the sanitary sewer needs of various parcels of real property near and adjacent to the Subdivision (collectively with the Subdivision, the "**Benefitted Area**"), which Benefitted Area is approximately **574** acres in size and more particularly described on Exhibit "B" attached hereto;

WHEREAS, it will be to the advantage of HRED to expedite the timing of the Subdivision by installing the Extension at its initial cost and expense, subject to reimbursement by the City according to the terms of this Agreement.

NOW THEREFORE, in consideration of the promises, covenants, and conditions herein contained and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, HRED and the City agree as follows:

AGREEMENT

1. Incorporation of Recitals. Each of the recitals set forth above are hereby incorporated into this Agreement by this reference, and are made a part hereof.

2. Description of the Extension. The Extension is comprised of a section of 10" inch PVC line which extends approximately **4,727** linear feet in a generally north-south direction, and an additional section of 10" PVC line that extends and additional **3,400** linear feet in a generally

east-west direction. The Extension shall be located within existing easements in favor of the City, as generally shown in **Exhibit B**, attached hereto and incorporated by this reference. HRED has previously secured such approvals and permits required in connection with the installation of the Extension (collectively, the “**Permits**”) and is anticipated to complete construction of the Extension on or before **11/30/2024**.

3. Allocation of Costs. Upon completion of the Extension, HRED shall submit to the City a summary of HRED’s costs to complete the Extension (the “**Extension Construction Costs**”), together with reasonable supporting documentation of the Extension Construction Costs. HRED will provide original invoices and proof of payment to the City for confirmation of all costs associated with the completion of the Extension. Upon the City’s approval of the Extension Construction Costs, which approval shall not be unreasonably withheld, conditioned or delayed, the Extension Construction Costs shall be divided by the number of acres within the Benefitted Area to determine the per-acre assessment of the Extension Construction Costs (the “**Per Acre Assessment**” “see exhibit D). Sewer line Extension Construction Costs = \$787,408.40.

4. Collection of Per Acre Assessments. In connection with any subdivision or site plan approval, conditional use permit approval, or the issuance of any building permit (requiring use of sanitary sewer) with respect to a lot or parcel within the Benefitted area with respect to which the City receives an application on or before twenty-five (25) years following the City’s determination of the Per Acre Assessment, the City shall assess and collect upon issuance of the applicable approval or permit from each applicable property owner the Per Acre Assessment due in connection with such owner’s property. The City shall be responsible to implement such steps as are reasonably necessary to identify and track such applications and approvals in order to collect the Per Acre Assessment due. Notwithstanding the foregoing, HRED agrees that it shall promptly notify the City of any application for subdivision or site plan approval, conditional use permit approval, or the issuance of any building permit with respect to a lot or parcel within the Benefitted Area of with respect to which HRED comes to have actual knowledge of application. Upon collection of the Per Acre Assessment from the owners of the properties within the Benefitted Area, the City shall promptly pay to HRED the collected Per Acre Assessment due in connection with the applicable property or properties within the Benefitted Area. Upon a property owner’s payment of the Per Acre Assessment due with respect to a particular parcel within the Benefitted Area, and the City’s payment of the collected Per Acre Assessment to HRED, no further amount shall be due or payable with respect to the lot or parcel with respect to which the Per Acre Assessment has been paid pursuant to the terms of this Agreement.

5. No Further Assessment of Subdivision. Given HRED’s completion of the Extension at its initial sole cost and expense, the City and HRED agree that the Per Acre Assessment for the Subdivision has been paid in full and that no further charge or fee shall be assessed or charged against any portion of the Subdivision with respect to the Extension.

6. Inspection. The City has the right to oversee and inspect any portion of the construction of the Extension. The Extension shall be completed in accordance the plans and specifications therefore prepared by **Civil Solutions Group, Inc.** Preliminary Plat dated 1/10/2019 and Construction Drawings dated 6/18/2020 (as the same may be amended with the mutual consent of HRED and the City Manager, the “**Plans and Specifications**”).

7. Time to Complete. HRED shall exercise commercially reasonable efforts to complete the Extension no later than **11/30/2024**, time being of the essence.

8. Attorney Fees and Costs. Each party hereto shall bear its/his/her own attorney fees and costs incurred in connection with the execution of this Agreement. However, if any party shall seek to enforce or protect its rights under this Agreement or under any document or instrument executed and delivered in connection therewith, in any suit, case, or other proceeding, including all bankruptcy cases and proceedings, and any appeals and/or petitions therefrom, the prevailing Party shall be entitled to receive from the other Party full payment of his, her, or its costs and expenses, including reasonable attorney fees incurred (whether such costs or fees were incurred before or after the commencement of litigation or mediation to resolve the dispute).

9. Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, legatees, representatives, successors, transferees and assigns.

10. Force Majeure. No party hereto will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slowdowns or the inability to procure parts or materials. Any such delay beyond the control of the Parties shall toll the requirements of Paragraph 6 above for completion of the Extension for the duration of the force majeure.

11. Amendments and Waivers. This Agreement may not be modified, amended or terminated except by an instrument in writing, signed by each of the Parties affected thereby. No failure to exercise and no delay in exercising any right, remedy or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein or by law or in equity.

12. Drafting and Voluntary Execution. The drafting and negotiation of this Agreement have been participated in by all of the Parties hereto, and for all purposes this Agreement shall be deemed to have been drafted jointly by all such Parties. The Parties acknowledge that they have been represented by legal counsel of their choice in all matters connected with the negotiation and

preparation of this Agreement, or that they have had the opportunity to be represented by counsel, and that they have reviewed this Agreement with their counsel, or that they have had the opportunity to review this Agreement with their counsel, and that they fully understand the terms of this Agreement and the consequences thereof. Furthermore, the Parties hereto have been afforded the opportunity to negotiate as to all terms of this Agreement, and that they are executing this Agreement voluntarily and free of any undue influence, duress, or coercion. The Parties hereto further acknowledge that they have relied on their own judgment, belief, knowledge, and advice from their affiliates and agents, as well as any other representative or consultant, as to the extent and effect of the terms and conditions contained herein without any reliance upon any statement or representation of any other party or any officer, director, employee, agent, servant, adjustor, or attorney on acting on behalf of the other party. Moreover, the headings in this Agreement are for convenience only and shall not be interpreted to limit or affect in any way the meaning of the language contained herein.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.

14. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provisions or rules that could cause the application of the laws of any jurisdiction other than the State of Utah. Each Party hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any other Party hereto or its successors or assigns may only be brought and determined in the courts of Cache County, in the State of Utah. Consequently, each Party hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction and venue of the aforesaid courts in said situs. Each Party hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the aforementioned courts for any reason other than the failure to lawfully serve process, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (c) to the fullest extent permitted by applicable law, that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper, or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

15. Severability. If for any reason any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement nevertheless shall be

construed, performed and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.

16. Entire Agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties concerning the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement. The provisions of this Agreement are solely for the benefit of the Parties and will not be construed as benefiting any third party; provided, however, a transferee of an ERU Certificate shall be entitled to the benefits and credit against impact fees associated with such certificate.

WHEREFORE, HRED and the City voluntarily enter into this Agreement as of the date(s) set forth below.

Hyrum Real Estate Development, LLC

STATE OF UTAH
COUNTY OF MOHAVE

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 17TH DAY OF NOVEMBER 2020

[Signature]

MY COMMISSION EXPIRES 9-22-2023



NOTARY PUBLIC
LISA JOY LEAK
708302
COMMISSION EXPIRES
SEPTEMBER 22, 2023
STATE OF UTAH

City of Hyrum, Utah

Date: Nov. 18, 2020

By: *[Signature: Stephanie Miller]*

Title: Mayor

Attested by:



[Signature: Stephanie Miller]
City Recorder

Canyon Estates Off-site Sanitary Sewer Improvements Basis for Reimbursement Agreement

Narrative: The Developer of Canyon Estates Subdivision has agreed to construct at their expense the off-site sanitary sewer trunk line depicted in this Exhibit. Hyrum City has agreed to enter into a Reimbursement Agreement with the Developer for which the Developer will be paid the actual construction cost for the trunk line using a weighted percentage of the total cost as each acre of land within the receiving area is developed. The areas that may potentially benefit from the construction of the proposed trunk line are depicted by zone (potential development density). The potential development density and total acreage of each zone have been used to calculate a weighted percentage of the trunk line construction cost per developed acre.

Connect to Existing Sanitary
Sewer Trunk Line.

Potential Developed Lot Calculation:
(total acreage in zone) Minus (30% for public
rights-of-way and configuration losses)
Divided by (minimum allowed lot size)

Minimum 1/3 Acre Lots:
370 (Total Acres) - 111 (30%) / 333 (min. lot
size) = 778 Potential Lots

Minimum 9,900 Sq Ft. (0.227 Acre) Lots:
204 (Total Acres) - 61 (30%) / 0.227
(minimum lot size) = 630 Potential Lots

Applicant
Property

**Weighted Percentage of Sewer Line
Construction Cost attributed to
Canyon Estates Subdivision**
Parcel 1:
38.84 Ac. X 0.149% = 5.79%
Parcel 2:
26.16 Ac. X 0.149% = 3.90%
Total Percentage = 9.69%

**Weighted (by zone) Linear Feet of Sewer
Trunk Line Construction Cost, Per
Developed Acre, Calculation:**
Linear Feet of Off-site Sewer Trunk Line Per
Potential Developed Lot:
(total linear feet of off-site sewer line) Divided
by (total potential developed lots) Equals
(linear feet per potential developed lot)

8,127 (Linear Feet) / 1,408 (Potential
Developed Lots) = 5.772 Ft/Lot

**Linear Feet of Off-site Sewer Trunk Line Per
Developed Acre:**
(linear feet per potential developed lot)
Multiplied by (total potential developed lots in
zone) Divided by (total zone area)

Receiving Area Minimum 1/3 Acre Lots:
5.772 (Ft/Lot) X 778 (Potential Lots) / 370
(Total Acres) = 12.137 Linear Feet Per
Developed Acre

Receiving Area Minimum 9,900 Sq Ft. Lots:
5.772 (Ft/Lot) X 630 (Potential Lots) / 204
(Total Acres) = 17.825 Linear Feet Per
Developed Acre

LEGEND

-  Receiving Area (370 Total Acres) Minimum 1/3 Acre Lots (778 Potential Developed Lots) 0.149% of Off-site Sanitary Sewer Trunk Line Construction Cost / Developed Acre
-  Receiving Area (204 Total Acres) Minimum 9,900 Sq Ft. (0.227 Acres) Lots (630 Potential Developed Lots) 0.219% of Off-site Sanitary Sewer Trunk Line Construction Cost / Developed Acre
-  Off-site Sanitary Sewer Trunk Line Serving Receiving Area (8,127 Linear Feet)

**Weighted (by zone) Percentage of Sewer Trunk Line
Construction Cost, Per Developed Acre, Calculation:**
(receiving area linear feet per developed acre) Divided by (total
linear feet of off-site sewer line)

Receiving Area Minimum 1/3 Acre Lots:
12.137 (Feet / Developed Acre) / 8,127 (Linear Feet) = 0.149%
Sewer Line Construction Cost Per Developed Acre

Receiving Area Minimum 9,900 Sq Ft. Lots:
17.825 (Feet / Developed Acre) / 8,127 (Linear Feet) = 0.219%
Sewer Line Construction Cost Per Developed Acre

Exhibit B

3000 ft

Google Earth

© 2018 Google

Pioneering Agreement Canyon Estates

Exhibit D

Amount to be Reimbursed:	Lot Sizes- (See Agreement Map)	
	<u>1/3 Acre Area</u>	<u>9900 Sq. Ft Area</u>
Total Cost		
<u>Sewer</u>	.149%	.219%
\$787,408.4	\$1173.24 per acre	\$1724.42 per acre
 <u>Culinary</u>	 .173%	 .253%
\$488,108.95	\$844.43 per acre	\$1234.92 per acre
 <u>Pressurized Irrigation</u>	 .278%	 .361%
\$353,388.35	\$982.42 per acre	\$1275.73

FACILITIES COMPLETION AND REIMBURSEMENT AGREEMENT

This FACILITIES COMPLETION AND REIMBURSEMENT AGREEMENT (hereinafter "**Agreement**") is entered into by and between HYRUM REAL ESTATE DEVELOPMENT, LLC, a Utah limited liability company ("**HRED**"), and the City of Hyrum, Utah (the "**City**"). HRED and the City are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**". This Agreement shall be binding and effective upon its approval by both HRED and the City Council of the City as provided by Utah law (the date this Agreement is executed by the City, after it is approved by the City Council, which shall be after the date of the signature by the authorized representative of HRED, is hereinafter referred to as the "**Effective Date**").

RECITALS

WHEREAS, HRED and its affiliates plan to finish that certain single-family residential subdivision commonly referred to as Canyon Estates Subdivision (the "**Subdivision**"), which, upon completion will be provided irrigation water services by the City;

WHEREAS, in connection with the completion of the Subdivision, the City is requiring HRED to install, at HRED's initial cost and expense, a **10" irrigation water** distribution line (the "**Extension**") as more particularly described and depicted on Exhibit "C" attached hereto;

WHEREAS, the Extension has been up-sized to meet the culinary water needs of various parcels of real property near and adjacent to the Subdivision (collectively with the Subdivision, the "**Benefitted Area**"), which Benefitted Area is approximately **355** acres in size and more particularly described on Exhibit "C" attached hereto;

WHEREAS, it will be to the advantage of HRED to expedite the timing if the Subdivision by installing the Extension at its initial cost and expense, subject to reimbursement by the City according to the terms of this Agreement.

NOW THEREFORE, in consideration of the promises, covenants, and conditions herein contained and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, HRED and the City agree as follows:

AGREEMENT

1. Incorporation of Recitals. Each of the recitals set forth above are hereby incorporated into this Agreement by this reference, and are made a part hereof.
2. Description of the Extension. The Extension is comprised of a section of 10" inch PVC line which extends approximately **2,660** linear feet in a generally north-south direction, and

an additional section of 10" PVC line that extends and additional 3,400 linear feet in a generally east-west direction. The Extension shall be located within existing easements in favor of the City, as generally shown in **Exhibit C**, attached hereto and incorporated by this reference. HRED has previously secured such approvals and permits required in connection with the installation of the Extension (collectively, the "**Permits**") and is anticipated to complete construction of the Extension on or before **11/30/2024**.

3. Allocation of Costs. Upon completion of the Extension, HRED shall submit to the City a summary of HRED's costs to complete the Extension (the "**Extension Construction Costs**"), together with reasonable supporting documentation of the Extension Construction Costs. HRED will provide original invoices and proof of payment to the City for confirmation of all costs associated with the completion of the Extension. Upon the City's approval of the Extension Construction Costs, which approval shall not be unreasonably withheld, conditioned or delayed, the Extension Construction Costs shall be divided by the number of acres within the Benefitted Area to determine the per-acre assessment of the Extension Construction Costs (the "**Per Acre Assessment**" see exhibit D). Irrigation water line Extension Construction Costs = \$353,388.35.

4. Collection of Per Acre Assessments. In connection with any subdivision or site plan approval, conditional use permit approval, or the issuance of any building permit (requiring use of pressurized irrigation) with respect to a lot or parcel within the Benefitted area with respect to which the City receives an application on or before twenty-five (25) years following the City's determination of the Per Acre Assessment, the City shall assess and collect upon issuance of the applicable approval or permit from each applicable property owner the Per Acre Assessment due in connection with such owner's property. The City shall be responsible to implement such steps as are reasonably necessary to identify and track such applications and approvals in order to collect the Per Acre Assessment due. Notwithstanding the foregoing, HRED agrees that it shall promptly notify the City of any application for subdivision or site plan approval, conditional use permit approval, or the issuance of any building permit with respect to a lot or parcel within the Benefitted Area of with respect to which HRED comes to have actual knowledge of application. Upon collection of the Per Acre Assessment from the owners of the properties within the Benefitted Area, the City shall promptly pay to HRED the collected Per Acre Assessment due in connection with the applicable property or properties within the Benefitted Area. Upon a property owner's payment of the Per Acre Assessment due with respect to a particular parcel within the Benefitted Area, and the City's payment of the collected Per Acre Assessment to HRED, no further amount shall be due or payable with respect to the lot or parcel with respect to which the Per Acre Assessment has been paid pursuant to the terms of this Agreement.

5. No Further Assessment of Subdivision. Given HRED's completion of the Extension at its initial sole cost and expense, the City and HRED agree that the Per Acre Assessment for the Subdivision has been paid in full and that no further charge or fee shall be assessed or charged against any portion of the Subdivision with respect to the Extension.

6. Inspection. The City has the right to oversee and inspect any portion of the construction of the Extension. The Extension shall be completed in accordance the plans and specifications therefore prepared by **Civil Solutions Group, Inc.** Preliminary Plat dated 1/10/2019 and Construction Drawings date 6/18/2020 (as the same may be amended with the mutual consent of HRED and the City Manager, the “**Plans and Specifications**”).

7. Time to Complete. HRED shall exercise commercially reasonable efforts to complete the Extension no later than **11/30/2024**, time being of the essence.

8. Attorney Fees and Costs. Each party hereto shall bear its/his/her own attorney fees and costs incurred in connection with the execution of this Agreement. However, if any party shall seek to enforce or protect its rights under this Agreement or under any document or instrument executed and delivered in connection therewith, in any suit, case, or other proceeding, including all bankruptcy cases and proceedings, and any appeals and/or petitions therefrom, the prevailing Party shall be entitled to receive from the other Party full payment of his, her, or its costs and expenses, including reasonable attorney fees incurred (whether such costs or fees were incurred before or after the commencement of litigation or mediation to resolve the dispute).

9. Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, legatees, representatives, successors, transferees and assigns.

10. Force Majeure. No party hereto will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slowdowns or the inability to procure parts or materials. Any such delay beyond the control of the Parties shall toll the requirements of Paragraph 6 above for completion of the Extension for the duration of the force majeure.

11. Amendments and Waivers. This Agreement may not be modified, amended or terminated except by an instrument in writing, signed by each of the Parties affected thereby. No failure to exercise and no delay in exercising any right, remedy or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein or by law or in equity.

12. Drafting and Voluntary Execution. The drafting and negotiation of this Agreement have been participated in by all of the Parties hereto, and for all purposes this Agreement shall be deemed to have been drafted jointly by all such Parties. The Parties acknowledge that they have been represented by legal counsel of their choice in all matters connected with the negotiation and preparation of this Agreement, or that they have had the opportunity to be represented by counsel, and that they have reviewed this Agreement with their counsel, or that they have had the opportunity to review this Agreement with their counsel, and that they fully understand the terms

of this Agreement and the consequences thereof. Furthermore, the Parties hereto have been afforded the opportunity to negotiate as to all terms of this Agreement, and that they are executing this Agreement voluntarily and free of any undue influence, duress, or coercion. The Parties hereto further acknowledge that they have relied on their own judgment, belief, knowledge, and advice from their affiliates and agents, as well as any other representative or consultant, as to the extent and effect of the terms and conditions contained herein without any reliance upon any statement or representation of any other party or any officer, director, employee, agent, servant, adjustor, or attorney on acting on behalf of the other party. Moreover, the headings in this Agreement are for convenience only and shall not be interpreted to limit or affect in any way the meaning of the language contained herein.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.

14. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provisions or rules that could cause the application of the laws of any jurisdiction other than the State of Utah. Each Party hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any other Party hereto or its successors or assigns may only be brought and determined in the courts of Cache County, in the State of Utah. Consequently, each Party hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction and venue of the aforesaid courts in said situs. Each Party hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the aforementioned courts for any reason other than the failure to lawfully serve process, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (c) to the fullest extent permitted by applicable law, that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper, or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

15. Severability. If for any reason any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement nevertheless shall be construed, performed and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.

16. Entire Agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties concerning the subject matter hereof are contained herein. No

other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement. The provisions of this Agreement are solely for the benefit of the Parties and will not be construed as benefiting any third party; provided, however, a transferee of an ERU Certificate shall be entitled to the benefits and credit against impact fees associated with such certificate.

WHEREFORE, HRED and the City voluntarily enter into this Agreement as of the date(s) set forth below.

STATE OF UTAH
COUNTY OF MORGAN
SUBSCRIBED AND SWORN TO
BEFORE ME THIS 17TH DAY OF
NOVEMBER, 2020
[Signature]
MY COMMISSION EXPIRES 9-22-2023

Hyrum Real Estate Development, LLC



By: *[Signature]* (MANAGER)
NOTARY PUBLIC
LISA JO CLARK
708302
COMMISSION EXPIRES
SEPTEMBER 22, 2023
STATE OF UTAH

City of Hyrum, Utah

Date: Nov. 18, 2020

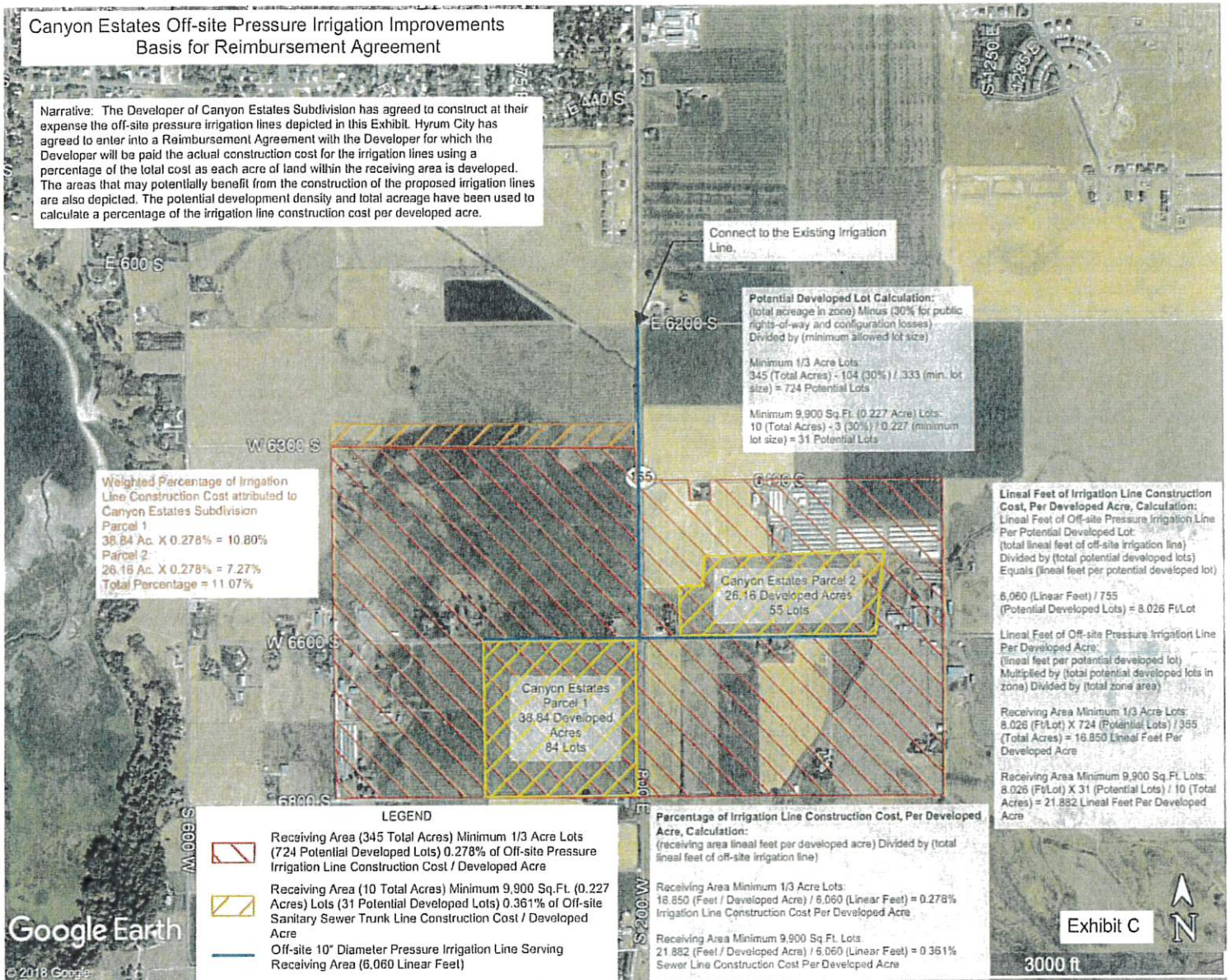
By: *Stephanie Miller*

Title: Mayor



Attested by:

[Signature]
Recorder



Pioneering Agreement Canyon Estates

Exhibit D

Amount to be Reimbursed:	Lot Sizes- (See Agreement Map)	
Total Cost	<u>1/3 Acre Area</u>	<u>9900 Sq. Ft Area</u>
<u>Sewer</u>	.149%	.219%
\$787,408.4	\$1173.24 per acre	\$1724.42 per acre
<u>Culinary</u>	.173%	.253%
\$488,108.95	\$844.43 per acre	\$1234.92 per acre
<u>Pressurized Irrigation</u>	.278%	.361%
\$353,388.35	\$982.42 per acre	\$1275.73

THIS BREAKDOWN SHEET REPRESENTS THE ENTIRETY OF THE AGREEMENT AND IS THE SAME AS THE OTHER EXHIBIT "D" AS SHOWN IN THE SEPARATE PARTS OF THE AGREEMENTS FOR CULINARY AND SEWER. THE TOTAL AMOUNT TO BE ASSESSED IS $\$1173.24 + \$844.43 + \$982.42 = \3000.09 PER ACRE.



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Staff Evaluation First Review

Application: An ordinance amending Title 17 Zoning of the Hyrum City Municipal Code, to repeal Chapter 17.48 Light Manufacturing M-1 and repeal Chapter 17.49 Manufacturing M-2; and create Chapter 17.48 Manufacturing Zones M-1 and M-2; and amending Section 17.04.070 Definitions to amend and include manufacturing activities definitions. Application #26-028.

Application Number: 26-028
Preparation Date: August 10, 2026
Applicant Name: Hyrum City Corporation

Planning Commission: August 13, 2026
Application Type: Amendment - Ordinance
Nature of request: Recommendation to City Council

Application Overview:

This application is a new draft from previous efforts to amend, clarify, and include specific land uses and activities within the Light Manufacturing Zone M-1 and Manufacturing Zone M-2 through a separate Application #26-009 which has been withdrawn for this new Amendment Application #26-028 which combining Chapters 17.48 and 17.49.

Summary of the previous meeting dates for Application #26-009:

- On April 9, 2026, the Planning Commission held the required public hearing for the first draft and made a recommendation for approval to the City Council.
- On May 7, 2026, the City Council continued the application for staff to see how the ordinance could be modified by categorizing and assigning impact levels for manufacturing uses.

This new draft ordinance combines the repetitive ordinance text of Light Manufacturing and Manufacturing Zones into one Chapter with efforts made to clarify impact levels and regulations for impact levels with supporting manufacturing activities definitions. As a result of the extent of the new draft amendments, staff has determined to republish the public hearing and begin with the Planning Commissions review and recommendation to the City Council.

Planning Commission Responsibility:

1. A public hearing must be held by the Planning Commission.

Staff Recommendation:

1. The Planning Commission should have a thorough discussion of the application, staff evaluation, and specifying conditions and requirements.

Stipulations:

1. All proposed amendments shall first be recommended by the Planning Commission for recommendation to the City Council for its consideration.

Findings of Fact:

1. The public hearing was noticed in accordance with Utah Code.

Attachments:

1. Draft Ordinance – Create Chapter 17.48 Manufacturing Zones M-1 and M-2. (Note: The red text is additional language and the black text is language from the repealed M-1 and M-2 chapters)
2. Draft Ordinance – Amend Section 17.04.070 Definitions to Amend and Include Manufacturing Activities and Definitions.
3. Draft Ordinance – Repeal Chapter 17.48 Light Manufacturing Zone M-1
4. Draft Ordinance – Repeal Chapter 17.49 Manufacturing Zone M-2

DRAFT ORDINANCE – CREATE CHAPTER 17.48 MANUFACTURING ZONES M-1 AND M-2**17.48 Manufacturing Zones M-1 and M-2****17.48.010 Purpose and Intent.**

The purpose and intent of the Manufacturing Zones M-1 and M-2 is to provide areas where light, medium, and high manufacturing uses can occur.

- A. The M-1 Zone is low-impact use area where light manufacturing can reside in close proximity to residences and should emit a minimum of noise, dust, smoke, odor, vibration, emissions, or traffic.
- B. The M-2 Zone is medium- to high-impact use area where medium to high manufacturing can occur and allows higher levels of noise, dust, smoke, odor, vibration, emissions, or traffic.

17.48.020 Levels of Use Impact.

In determining the impact level of a land use, the following standards shall apply. Impact classification shall be based on the totality of operational characteristics, including the intensity, frequency, and duration of impacts, and shall not be determined solely by compliance with any single measurable standard. For the purpose of this Chapter, noise standards are provided under Title 9 of the Hyrum City Code.

- A. Low-impact:
 - 1. The cumulative impacts of such uses produce minimal to no detectable noise, dust, smoke, odor, vibration, or emissions beyond the property boundaries and operate well below the maximum levels permitted under applicable city code.
 - 2. Where no applicable standards exist, impacts may be perceptible to a reasonable person on adjacent properties but shall not be continuous, excessive, or unreasonably disruptive to the ordinary use and enjoyment of such properties.
 - 3. The traffic generated by these uses consists of passenger vehicles or light-duty commercial vehicles as is reasonably anticipated in residential zones.
 - 4. These uses may occur outside and may include minimal outdoor storage, provided that any outdoor storage is screened and buffered from all adjacent properties.
- B. Medium-impact:
 - 1. The cumulative impacts of such uses may produce intermittent or moderate levels of noise, dust, smoke, odor, vibration, or emissions that are perceptible beyond the property boundaries and may occasionally approach or briefly reach the maximum levels permitted under applicable city code but remain in compliance.
 - 2. Where no applicable standards exist, impacts may be perceptible to a reasonable person on adjacent properties but shall not be continuous, excessive, or unreasonably disruptive to the ordinary use and enjoyment of such properties.
 - 3. The traffic generated by these uses consists of passenger vehicles, light-duty commercial vehicles, and occasional heavy-duty commercial vehicles.
 - 4. These uses may occur outside and may include minimal outdoor storage, provided that any outdoor storage is screened and buffered from all adjacent properties.
- C. High-impact:
 - 1. The cumulative impacts of such uses produce frequent or sustained levels of noise, dust, smoke, odor, vibration, or emissions that are clearly perceptible beyond the property boundaries and regularly operate at or near the maximum levels permitted under applicable city code but remain in compliance.
 - 2. Where no applicable standards exist, impacts are regularly perceptible and may substantially interfere with the ordinary use and enjoyment of adjacent properties.
 - 3. The traffic generated by these uses results in significant volume or frequency and includes regular heavy-duty commercial vehicle traffic.
 - 4. These uses involve large-scale operations, outdoor activities, or outdoor storage.

17.48.030 Use Regulations.

In the following table, uses of land or buildings which are allowed in the manufacturing districts as shown as “permitted uses”, indicated by a “P” in the appropriate column, or as “permitted accessory uses”, indicated by a “PA”, or as “conditional uses”, indicated by a “C”, or “not permitted” indicated by a “N”.

<u>Use</u>	<u>Level of Impact</u>			<u>Zone</u>	
	<u>Low</u>	<u>Medium</u>	<u>High</u>	<u>M-1</u>	<u>M-2</u>
<u>Accessory building</u>	<u>X</u>			<u>P</u>	<u>P</u>
<u>Animal farm</u>			<u>X</u>	<u>N</u>	<u>C</u>
<u>Auto maintenance and repair</u>	<u>X</u>			<u>P</u>	<u>P</u>
<u>Autobody shop</u>	<u>X</u>			<u>P</u>	<u>P</u>
<u>Bakery</u>		<u>X</u>		<u>N</u>	<u>P</u>
<u>Cabinet shop</u>	<u>X</u>			<u>P</u>	<u>P</u>
<u>Cell tower</u>	<u>X</u>			<u>P</u>	<u>P</u>
<u>Combustible and flammable liquids over 500 gallons</u>	<u>X</u>			<u>PA</u>	<u>PA</u>
<u>Compost</u>			<u>X</u>	<u>N</u>	<u>C</u>
<u>Commercial nursery</u>	<u>X</u>			<u>P</u>	<u>P</u>
<u>Communication facility</u>	<u>X</u>			<u>P</u>	<u>P</u>
<u>Contractor storage yard</u>	<u>X</u>			<u>P</u>	<u>P</u>
<u>Fabrication shop</u>			<u>X</u>	<u>N</u>	<u>C</u>
<u>Food processing/mills</u>		<u>X</u>		<u>N</u>	<u>P</u>
<u>Food services</u>	<u>X</u>			<u>P</u>	<u>P</u>
<u>Health club (Ord 25-03)</u>	<u>X</u>			<u>C</u>	<u>N</u>
<u>Kennel</u>		<u>X</u>		<u>P</u>	<u>P</u>
<u>Machine shop</u>			<u>X</u>	<u>N</u>	<u>C</u>
<u>Maintenance and repair</u>	<u>X</u>			<u>P</u>	<u>P</u>
<u>Office building</u>	<u>X</u>			<u>P</u>	<u>P</u>
<u>Packing plant</u>			<u>X</u>	<u>N</u>	<u>C</u>
<u>Paint shop</u>	<u>X</u>			<u>P</u>	<u>P</u>
<u>Painting or spraying</u>	<u>X</u>			<u>P</u>	<u>P</u>
<u>Public infrastructure</u>	<u>X</u>			<u>P</u>	<u>P</u>
<u>Rendering plant</u>			<u>X</u>	<u>N</u>	<u>C</u>
<u>Retail sales (Ord. 08-10; 10-02)</u>	<u>X</u>			<u>C</u>	<u>P</u>
<u>Sand and gravel operation</u>			<u>X</u>	<u>N</u>	<u>C</u>
<u>Self-storage</u>	<u>X</u>			<u>P</u>	<u>P</u>
<u>Service industries</u>	<u>X</u>			<u>P</u>	<u>P</u>
<u>Sexually-oriented business</u>			<u>X</u>	<u>N</u>	<u>C</u>
<u>Storage of autos</u>			<u>X</u>	<u>N</u>	<u>C</u>

<u>Use</u>	<u>Level of Impact</u>			<u>Zone</u>	
	<u>Low</u>	<u>Medium</u>	<u>High</u>	<u>M-1</u>	<u>M-2</u>
<u>Warehouse</u>			<u>X</u>	<u>N</u>	<u>C</u>
<u>Wrecking or salvage yard</u>			<u>X</u>	<u>N</u>	<u>C</u>

History

Amended by Ord. 16-06 on 8/18/2016

Approved by Ord. 25-03 on 2/20/2025

17.48.040 Impact Management Plan Required.

- A. An impact management plan shall be required to identify noise, dust, smoke, odor, vibration, and emissions control technology equipment and methods that will reduce impacts for each medium and high level of impact uses.
- B. An impact management plan shall contain for each source contributing to impacts:
 - 1. A description and operating schedule of equipment, operations, or materials that generate noise, dust, smoke, odor, vibration, and emissions.
 - 2. Proposed equipment, operations, or materials that are designed to mitigate impacts.
 - 3. Impact management report with data-supported evidence of the effectiveness for reducing impacts.

17.48.050 Land Use Within Building and Fencing.

All work shall be conducted within an enclosed building, all painting and spraying shall be conducted within a paint booth, and incidental outdoor storage shall be screened. A minimum of a six-foot tall opaque fence or wall shall be required at the common boundary or border of an adjacent residential use with respect to each of the following land uses:

- A. Auto maintenance and repair.
- B. Autobody shop.
- C. Fabrication shop.
- D. Machine shop.
- E. Maintenance and repair.
- F. Paint shop.
- G. Warehouse.

17.48.060 Supplemental Manufacturing Land Use Standards.

- A. Public structures. Public structures such as electrical, gas, telephone transmission and fire stations are permitted. In this zone provide the following condition is met:
 - 1. Landscaping provided in front yard area where reasonable. (Ord. 10-02)
- B. Combustible and flammable liquids over 500 gallons above or below ground. Combustible and flammable liquids stored in containers in excess of 500 gallons are a permitted in this zone provided the following conditions are met:
 - 1. Must meet all of the requirements of the uniform building and fire codes.
 - 2. Must be emplaced in such a location as to allow loading and unloading operations to be away from public sidewalks and roadways.
- C. Employee On-Premise Child Care. Employee on-premises child care facilities shall be illustrated and explained on the site plan, playground area to be fenced.
- D. On-Premise Cafeteria. An on-premises cafeteria shall be illustrated and explained on the site plan. It shall meet all health department codes and policies.
- E. Movement Of Structures. No used structures shall be moved into or within the corporate limits of Hyrum City, without first obtaining a building permit from the City Engineer.
- F. Painting and spraying standards and exceptions. All work shall be conducted within a paint booth. Exemptions: Painting or spraying of residential buildings or fences for proactive and reactive maintenance is exempt from this requirement; metal and fabrication shops may paint or spray outside a paint booth, provided such occurs within

a three (3) walled and roof structure with open wall facing the interior of the permitted property parcel, and sufficient steps are taken to mitigate odor and overspray from affecting neighboring properties; any painting or spraying which requires no scrubbing and utilizes paint permissible for outdoor use in compliance with all applicable state air quality regulations.

- G. Wrecking or Salvage Yard Applicability. Whether such Wrecking or salvage yard use is tangential or the primary use shall not be considered when determining if a land is categorized as a Wrecking or salvage yard. Any land which is utilized in any manner as to fit the description of a Wrecking or salvage yard shall be deemed a Wrecking or salvage yard under this Title.

17.48.080. Landscaping Plan.

- A. A well planned landscaping design and appropriate irrigation and maintenance plan is required.
- B. The term "landscaping" shall mean and include the installation of any combination of turf (including either sod or seeded area), planter beds, gardens, trees and shrubs, statuary, boulders, rock areas or other customary landscape features that occupy the entire unpaved portion of the front yard area.
1. Xeriscape Permitted - Nothing in this Section shall be construed to prohibit the use of drought tolerant vegetation (xeriscape), and non-vegetative materials. Provided, however, failure of an owner to install and maintain landscaping within the front yard area under the guise that the vegetation and bare ground that occur naturally on the site constitutes xeriscaping shall not qualify as conforming with the provisions of this Section.

17.48.070 Area, Frontage, Yard and Height Regulations.

- A. There are no area, frontage or height regulations.
- B. The building shall have a setback of thirty (30) feet from the front property line and any public street, unless otherwise specified by the Planning Commission.

17.48.090. Lighting Plan.

Each site plan shall include a lighting plan that is designed to discourage crime, enhance the safety of the residents and guests of the project, prevent glare onto adjacent properties and enhance the appearance and design of the project. Streetlights shall have a decorative style and shall be dark-sky sensitive. No cobra-style light standards are allowed. Light standards shall follow the recommendation of Illumination Engineering Standards for streetlights on private streets and all pathways in the zone. Parking lots and structures shall be well lit. The general design of the light pole and head shall follow the general theme of the development. Streetlights shall be installed adjacent to public streets in conformity with the standards of the City street lighting project.

17.48.100. Off-Street Parking Required

There shall be provided at the time of erection of any building or at the time any main building is enlarged or increased in capacity, minimum off-street parking space with adequate provisions of ingress and egress by standard-sized automobiles as hereinafter provided.

17.48.110 Off-Street Parking - General Requirements

Except as herein provided, no building or structure shall be erected, altered or converted for or to any use unless there shall be provided on the lot or parcel vehicle parking of at least the following ratio of vehicle spaces for the uses specified in the designated districts, except that an established use lawfully existing at the effective date of this title need not provide parking as herein set forth and that no existing vehicle parking may be reduced or further reduced below the minimum standards herein required.

17.48.120 Off-Street Parking - Specific Requirements

The following schedule shall apply:

- A. Storage or warehouse: one (1) space for each five thousand (5,000) square feet of floor area;

- B. Manufacturing, processing or repair: one (1) space for each employee working on the highest employment shift; the City Council may adjust this requirement if sufficient justification is provided.
- C. Commercial, recreation, and amusement (other than listed): one (1) space for every two hundred and fifty (250) square feet in use where business is transacted (does not include areas, restrooms, office areas, etc.);

17.48.130 Parking Lot Regulations

Every parcel of land hereafter used as a parking lot shall be paved with a surfacing material of asphalt or concrete composition and shall have appropriate poured concrete bumper guards, where needed, as determined by the building inspector. Any lights used to illuminate the lot shall be so arranged as to reflect the light away from adjoining premises in any residential zone. Parking lots will have a minimum of 10 feet of landscaping where they abut neighboring property or a roadway. They will also be bounded by a six (6) foot light tight ~~wall~~/fence ~~hedge~~ where they abut neighbors property.

17.48.140 Off-Street Truck Loading Space

On the same premises with every building structure or part thereof, erected and occupied or increased in capacity after the effective date of this title involving the receipt or distribution by vehicle of materials or merchandise, there shall be provided and maintained on the lot, adequate space for standing, loading and unloading services in order to avoid undue interference with public use of streets or alleys. Such space shall be located an adequate distance from the roadway so as not to interfere with the view of any intersecting street or alley or other traffic which may be in the area. Such space shall include a minimum of fourteen (14) feet height clearance to accommodate large delivery trucks.

17.48.150. Motor Vehicle Access Regulations.

~~Roadside stands, public Parking~~ lots and all other businesses requiring motor vehicle access shall meet the requirements as hereinafter provided:

- A. Access shall be by not more than two (2) roadways for each one hundred feet or fraction thereof of frontage on any street, ~~and in no event shall such roadways exceed in width forty (40) percent of the entire street frontage.~~
- B. No two of the ~~roadways-access~~ shall be closer to each other than twelve (12) feet, and no roadway shall be closer to a side property line than ~~one and one-half (1½) ten (10) feet.~~
- C. Each ~~roadway-access~~ shall not be more than thirty-six (36) feet in width, measured at right angles to the centerline of the driveway, except as increased by permissible curb return radii. The entire flare of any return radius shall fall within the right-of-way. Commercial business roadways giving access to SR101 and/or SR165 are permitted to use the state dimensions of fifty (50) foot maximum, twenty-five (25) foot minimum width. For two (2) directional use and thirty (30) foot maximum and fifteen (15) foot minimum width for one-directional use.
- D. No ~~roadway-access~~ shall be closer than ~~ten (10) one-hundred-fifty (150) feet~~ to the point of intersection of two property lines at any corner, as measured along the property line, and no ~~roadway-access~~ shall extend across such extended property line.

17.48.110 Trash Enclosure Regulations.

- A. Applicability. Dumpster enclosures may be required at high public visibility areas. Regardless of location or placement, the dumpsters require a level, hard surface pad and approach.
- B. Space. The space inside the enclosure shall be reserved for dumpsters only.
- C. Parking. No parking shall be allowed in front, behind or on either side of the dumpster.
- D. Minimum Size. Each enclosure shall provide a minimum ten-foot interior depth (minimum eleven-foot interior depth, if bollards or a curb are placed behind the dumpster) and a six-foot height. For single enclosures, with or without gates, the minimum interior opening shall be twelve-feet. For double enclosures, without gates, the minimum interior opening shall be twenty-two feet, and for double enclosures, with gates, the minimum interior opening shall be twenty-four feet.

- E. Bollards. Bollards or a six inch curb should be placed behind the dumpster in order to protect the enclosure wall from damage. On enclosures without gates a bollard should be placed outside of the opening face, one at each corner so as to not interfere with collection.
- F. Safety. Each enclosure shall provide a minimum of two-feet of clear space between each side of the dumpster and the adjacent wall surface of that enclosure, or any other dumpsters within that same enclosure.
- G. Placement. Dumpsters must be placed side-by-side. The stacking of dumpsters in a single wide enclosure will be approved only on a case-by-case basis, before construction begins.
- H. Pedestrian Access. A pedestrian opening on one wall of the enclosure for employee or customer access to the dumpster shall be required.
- I. Overhangs. Overhanging caps on the enclosure walls are prohibited.
- J. Concrete Pad. The enclosure shall be placed on a concrete pad with a concrete depth of six (6) to eight (8) inches and the pad shall extend eight-feet out in front of the enclosure. Furthermore, the floor of the enclosure and the approach to the enclosure shall be level and at the same height.
- K. Gates. Gates are strongly discouraged because of the negative impact on collection efficiency. However, any gates on the enclosures must be mounted with the hinges on the front of the posts and not on the inside. The gates must be able to be opened to at least the twelve-foot wide measurement. A gate stop or latch system must be installed on the gates so that they will remain in the open position. Gate clearance from the concrete pad shall be 4 to 6 inches to allow for ice and snow build up.
- L. Access. A minimum of sixty-feet of straight on access to the dumpster is required. Any collection point further than one-hundred-fifty (150) feet from the public right of way must provide an on-site turn around. A minimum of twenty-foot overhead clearance from building eaves, parking awnings, trees, poles, overhead power or cable wires, etc. is required.
- M. Maintenance. Enclosures shall be maintained in good condition and appearance at all times. Gate latches shall be kept fully operable; it is the owner(s) responsibility to ensure that access to the enclosure is not obstructed. This includes removing snow, ensuring there is no parking in the area and repairing or rebuilding concrete pads whenever the pavement deteriorates.
- N. Visibility. Clear visibility for all interior aisles shall be maintained. Trash enclosures shall be located away from main traffic areas and be sheltered from street sight as much as possible.
- O. Residential Areas. Trash enclosure shall be located so as to minimize disturbance to single-family residential development. Trash enclosure shall be at least fifty (50) feet away from any single family residential zoning district unless it is approved by the Zoning Administrator.

HISTORY

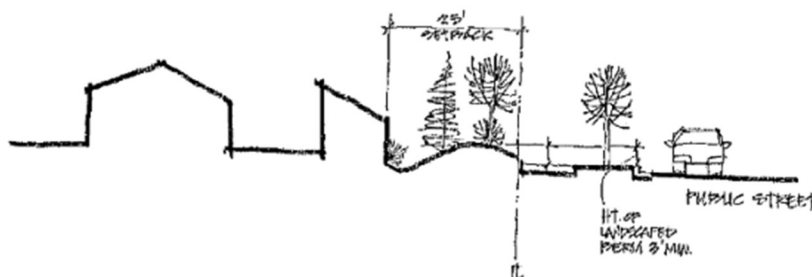
Adopted by Ord. 14-07 on 6/19/2014

17.48.120 Self-Storage.

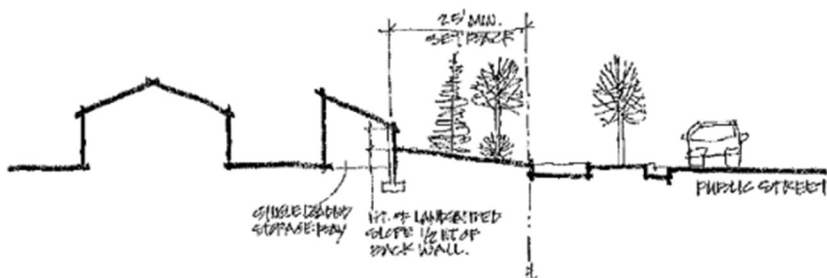
- A. Purpose - The additional requirements for self-storage uses are intended to ensure that this type of project is developed to reduce adverse consequences on surrounding properties and requires that the long term appearance of storage units is maintained.
- B. Standards - The following additional development standards are required for self-storage developments:
 - 1. Storage of any kind is prohibited in required setbacks.
 - 2. All outside storage shall be located at a more visually screened area of the facility, possibly at the rear of the property, and have a roof cover, completely screened from public view by a solid screen fence, building, or other manner as approved by the Planning Commission. Roof cover may be waived by the

Planning Commission when they deem appropriate. (Custom covers required, etc., instead of roof) No blue tarp or similar type visually detrimental coverings will be allowed.

3. All roadways and interior alleyways in the storage facility will be hard surfaced with concrete or asphalt.
4. Storage units adjacent to any public roadway shall be single loaded with the back of the units facing the street and doorways of the units facing inward toward other storage units.
5. All ~~side yard and rear~~ yard setbacks not adjacent to a public street shall be five (5) feet from the property line landscaped and screened with a combination of deciduous and coniferous trees and shrubs to cause at least a 25% screen within 5 years; a minimum of a six-foot tall opaque fence or wall. Trees must be planted at 1½" caliper while shrubs must be planted with at least 1 gallon nursery stock.
6. All yard setbacks adjacent to a public street shall be twenty-five (25) feet from the property line and landscaped and screened by irrigated landscaping upon a three (3) feet elevated earth berm with a combination of deciduous and coniferous trees and shrubs to cause at least a 50% screen within 5 years. Trees must be planted at 2-1/2" caliper while shrubs must be planted with at least 5 gallon nursery stock. The developer shall landscape and grade the street facing frontage using one of the following options or other approved screening as approved by the City:



STORAGE BAY STANDARD
OPTION A



STORAGE BAY STANDARD
OPTION B

HISTORY

Adopted by Ord. 16-10 on 12/1/2016

Amended by Ord. 19-04 on 3/7/2019

DRAFT ORDINANCE – AMEND SECTION 17.04.070 DEFINITIONS TO AMEND AND INCLUDE MANUFACTURING ACTIVITIES DEFINITIONS

Animal farm - “Animal farm” means a land use engaged in the use of domesticated or non-domesticated animals in any commercial manner.

Auto maintenance and repair – “Auto maintenance and repair” means a land use engaged in proactive and reactive maintenance services such as oil changes, tire replacement and rotations, windshield replacement, engine diagnosing, engineer service, engineer repair or modification, or other similar services performed on automobiles, RVs/campers, on- or off-road vehicles, or other similar equipment, or modification of automobiles, RVs/campers, trailers, on- or off-road vehicles, or other similar equipment

Autobody shop – “Autobody shop” means a land use engaged in autobody repair or painting services.

Bakery – “Bakery” means a land use engaged in the process of making bakery products such as bread, cakes, or pastries that are prepared, processed, or manufactured for sale.

Cell tower – “Cell tower” means a tower generally used for cellphone transmission. Cell towers shall be setback at a distance at least equal to the height of the tower from any residential properties. Height shall be limited based on the needs of the carrier. All Cell towers shall have security fencing installed around the tower to prevent unauthorized users gaining access to the Cell tower.

~~Cell Tower – Communication tower generally used for cellphone transmission. These large towers are only allowed in industrial, commercial, professional zoned areas and must be setback at least the distance of the height of the tower from any residential properties. Height is limited to what is actually needed by the carrier and security fencing is required around the tower.~~

Compost – “Compost” means a heavy manufacturing land use that is engaged in transforming animal by-products, food scraps, biosolids, manure, or organic waste into nutrient-rich soil.

Contractor storage yard – “Contractor storage yard” means a land use engaged only in storing, maintaining, or staging of construction equipment, trailers, and storage of bulk materials.

Commercial nursery – “Commercial nursery” means a land use, including buildings and structures, engaged in the propagation, cultivation, and storage of trees, shrubs, plants, landscaping supplies, fertilizers, and tools.

Communication facility – “Communication facility” means a land use engaged in transmitting or receiving signals, including towers, antennas, and equipment shelters.

Cabinet shop – “Cabinet shop” means a land use that is engaged in the fabrication, assembly, and finishing of custom cabinets, millwork, and related wood products.

Fabrication shop – “Fabrication shop” means a land use engaged in cutting, bending, welding, and assembling of raw or semi-finished materials such as steel, metal, wood, or plastics to create customized products or structural components.

Food services – “Food service” means a land use engaged in the preparation, selling, and serving food and beverages to consumers such as full-service fast food and restaurant establishments, catering services, and cafeterias.

Food processing/mill – “Food processing/mill” means a land use engaged in food processing activities that transform raw agricultural commodities into intermediate or finished goods for human or animal consumption.

High-impact – “High-impact” means a land use which generates significant off-site effects to neighboring landowners.

Incidental outdoor storage – “Incidental outdoor storage” means the storage of subordinate, temporary, or accessory keeping of equipment, goods, or materials outside a building that is directly related to a primary land use that is required to be screened by a minimum of a six-foot tall opaque fence or wall from the view of the public street and/or adjoining property.

Land use – “Land use” means the human management, development, and use of land for economic, social, cultural, and housing activities such as agricultural, recreational, residential, commercial, and manufacturing use.

~~Light manufacturing – “Light manufacturing” means manufacturing processes which do not emit detectable dust, odor, smoke, gas, fumes, or vibrations beyond the property lines of the lot or tract upon which the use is located, which do not generate noises above a level of 70 decibels measured at the property line, and do not permit direct light to fall on neighboring residential property.~~

Low-impact – “Low impact” means a land use which generates minimal to no effects to neighboring landowners and is generally compatible with adjacent commercial or residential areas.

Machine Shop – “Machine shop” means a land use engaged in the machining of metal parts, or metal parts thereof are repaired, or where machines or tools, implements, gears, dies, or other metal parts are cut, filed, shaped, or otherwise altered.

Maintenance and repair – “Maintenance and repair” means a land use that is engaged in proactive and reactive repairs and the upkeep, servicing, and restoring of machinery and equipment to working order.

Medium-impact – “Medium-impact” means a land use which generates moderate off-site effects to neighboring landowners, which may be mitigated through site design or operational controls.

Packing plant – “Packing plant” means a heavy manufacturing land use that is engaged in the process of preparing and packing agricultural products such as fruits, vegetables, or meat for distribution. Fur processing, preparing, and packaging shall explicitly be excluded from the definition of “Packing plant”.

Paint booth – “Paint booth” means a specially designed enclosure constructed of noncombustible materials complying with the requirements of the Fire Code Official that is intended or used for the purpose of painting or spraying paints, epoxy paints, powder coating, primers, lacquers, sealers, specialized paints for galvanized surfaces, or other such volatile or flammable liquid or liquids containing any volatile flammable substance in which painting or spraying operations are applied.

Paint shop – “Paint shop” means a land use engaged in the painting or spraying paints, epoxy paints, powder coating, primers, lacquers, sealers, specialized paints for galvanized surfaces, or other such volatile or flammable liquid or liquid containing any volatile flammable substance in which painting or spraying operations are applied.

Painting or spraying – “Painting or spraying” means a primary, secondary, or accessory land use that is engaged in the painting or spraying paints, epoxy paints, powder coating, primers, lacquers, sealers, specialized paints for galvanized surfaces, or other such volatile or flammable liquid or liquid containing any volatile flammable substance in which painting or spraying operations are applied.

Public structure – “Public structure” means a land use engaged in a specialized functional use by any government entity or public agency such as courts, city hall, fire stations, public works, electrical, gas, and telephone transmission lines and stations, sewer plant, stormwater storage, or otherwise.

Rendering plant – “Rendering plant” means a heavy manufacturing land use that is engaged in processing animal by-products or used cooking oils into valuable, secondary materials such as animal feed, biofuel, fertilizer, and industrial lubricants.

Sand and gravel operation – “Sand and gravel operation” means a heavy manufacturing land use engaged in high-impact extracting, processing, and distributing aggregate materials such as asphalt, concrete, gravel, and sand with the use of heavy equipment and machinery.

Self-storage – “Self-storage” means a land use engaged in the storing of personal property or personal belongings within an enclosed building and outdoor storage completely screened from public view.

Service industries – “Service industries” means a land use engaged in providing intangible, low-impact services such as a barber shop, clinic and doctor offices, dentists, laundry and tailors, or other comparable services often located within or acting as a buffer zone between manufacturing and commercial or residential land uses.

Storage of autos - “Storage of autos” means a ~~tract of land~~ use devoted to storing operative and/or inoperative automobiles, RVs/campers, trailers, on- and off-road vehicles, and/or other similar equipment vehicles that is enclosed by a minimum of a six-foot tall opaque fence or wall of at least eight feet in height, and which accommodates, on a continuing basis, the storage of such automobiles and/or vehicles. Storage of operative automobiles/RV's, in good repair, may be allowed within a six foot enclosure, wall, or fence, as determined by the Planning Commission. In no instance shall wrecking and/or salvage operations be affiliated with the use of the land.

Warehouse – “Warehouse” means a land use engaged in the storage of raw materials, goods, or other merchandise.

Wrecking or salvage yard for autos or parts - “Wrecking or salvage yard for autos or parts” means a ~~tract of land use devoted to~~ engaged in wrecking, dismantling or ~~salvage~~ salvaging operations where automobiles, ~~other vehicles and/or machinery~~ other vehicles, equipment, or machinery are subject to being dismantled, compacted, or ~~similarly~~ processed. All such operations, inclusive of storage of vehicles, shall be completely enclosed by a minimum of a six-foot tall opaque fence or wall at least eight feet in height, except for a maximum of two gates or more than twenty feet wide.

DRAFT ORDINANCE – REPEAL CHAPTER 17.48 LIGHT MANUFACTURING ZONE M-1**17.48.010 Purpose**

~~The purpose of this zone is to provide an area where light manufacturing can reside in close proximity to residences without being detrimental to the quality of life of the residents. The manufacturing facilities should emit a minimum of noise, dust, smoke or odor. Design and landscaping standards may be imposed on businesses proposed for this zone.~~

17.48.020 Use Regulations

~~In this zone, no land use shall be permitted except those designated below.~~

~~A. Permitted uses:~~

- ~~1. Auto repair~~
- ~~2. Kennel~~
- ~~3. Light Manufacturing plants (no excessive noise, dust, smoke, or odor)~~
- ~~4. Maintenance and repair facilities~~
- ~~5. Paint shops~~
- ~~6. Storage units, commercial warehouses~~
- ~~7. Storage yards (i.e. sand, gravel, lumber, etc.)~~
- ~~8. Office buildings~~
- ~~9. Public structures (i.e. courts, city hall, fire stations, public works, electrical, gas, and telephone transmission lines and stations, etc.)~~
- ~~10. Communication facilities (radio, television, telephone transmission, etc.)~~
- ~~11. Service Industries (i.e. laundry, barbers, clinics & doctors offices, dentists, tailors, and other comparable uses).~~
- ~~12. Food Service (i.e. restaurants, tailors, and other comparable uses).~~

~~B. Permitted accessory uses:~~

- ~~1. Combustible and flammable liquids over 500 gallons~~

~~C. Conditional uses:~~

- ~~1. Retail sales (Ord. 08-10; 10-02)~~
- ~~2. Health Club (Ord 25-03)~~

HISTORY

~~Amended by Ord. 16-06 on 8/18/2016~~

~~Approved by Ord. 25-03 on 2/20/2025~~

17.48.025 Landscaping Plan

~~A well planned landscaping design and appropriate maintenance plan is required.~~

17.48.030 Area, Frontage, Yard And Height Regulations

- ~~1. There are no area, frontage or height regulations.~~
- ~~2. The building shall have a setback of thirty (30) feet from the front property line, unless otherwise specified by the Planning Commission prior to erection of the building.~~

17.48.035 Lighting Plan

~~Each site plan shall include a lighting plan that is designed to discourage crime, enhance the safety of the residents and guests of the project, prevent glare onto adjacent properties and enhance the appearance and design of the project. Streetlights shall have a decorative style and shall be dark sky sensitive. No cobra style light standards are allowed. Light standards shall follow the recommendation of Illumination Engineering Standards for streetlights on private streets and all pathways in the zone. Parking lots and structures shall be well lit. The general design of the light pole and head shall follow the~~

~~general theme of the development. Streetlights shall be installed adjacent to public streets in conformity with the standards of the City street lighting project.~~

~~17.48.040 Off Street Parking Required~~

~~There shall be provided at the time of erection of any building or at the time any main building is enlarged or increased in capacity, minimum off-street parking space with adequate provisions of ingress and egress by standard-sized automobiles as hereinafter provided.~~

~~17.48.050 Off Street Parking—General Requirements~~

~~Except as herein provided, no building or structure shall be erected, altered or converted for or to any use unless there shall be provided on the lot or parcel vehicle parking of at least the following ratio of vehicle spaces for the uses specified in the designated districts, except that an established use lawfully existing at the effective date of this title need not provide parking as herein set forth and that no existing vehicle parking may be reduced or further reduced below the minimum standards herein required.~~

~~17.48.060 Off Street Parking—Specific Requirements~~

~~The following schedule shall apply:~~

- ~~A. Storage or warehouse: one (1) space for each five thousand (5,000) square feet of floor area;~~
- ~~B. Manufacturing, processing or repair: one (1) space for each employee working on the highest employment shift; the City Council may adjust this requirement if sufficient justification is provided.~~
- ~~C. Commercial, recreation, and amusement (other than listed): one (1) space for every two hundred and fifty (250) square feet in use where business is transacted (does not include areas, restrooms, office areas, etc.);~~

~~17.48.070 Parking Lot Regulations~~

~~Every parcel of land hereafter used as a parking lot shall be paved with a surfacing material of asphalt or concrete composition and shall have appropriate poured concrete bumper guards, where needed, as determined by the building inspector. Any lights used to illuminate the lot shall be so arranged as to reflect the light away from adjoining premises in any residential zone. Parking lots will have a minimum of 10 feet of landscaping where they abut neighboring property or a roadway. They will also be bounded by a six (6) foot light tight wall/fence hedge where they abut neighbors property.~~

~~17.48.080 Off Street Truck Loading Space~~

~~On the same premises with every building structure or part thereof, erected and occupied or increased in capacity after the effective date of this title involving the receipt or distribution by vehicle of materials or merchandise, there shall be provided and maintained on the lot, adequate space for standing, loading and unloading services in order to avoid undue interference with public use of streets or alleys. Such space shall be located an adequate distance from the roadway so as not to interfere with the view of any intersecting street or alley or other traffic which may be in the area. Such space shall include a minimum of fourteen (14) feet height clearance to accommodate large delivery trucks.~~

~~17.48.090 Motor Vehicle Access Regulations~~

~~Roadside stands, public parking lots, and all other businesses requiring motor vehicle access shall meet the requirements as hereinafter provided:~~

- ~~A. Access shall be by not more than two (2) roadways for each one hundred feet or fraction thereof of frontage on any street, and in no event shall such roadways exceed in width forty (40) percent of the entire street frontage.~~
- ~~B. No two of the roadways shall be closer to each other than twelve (12) feet, and no roadway shall be closer to a side property line than one and one half (1½) feet.~~

- ~~C. Each roadway shall not be more than thirty-six (36) feet in width, measured at right angles to the centerline of the driveway, except as increased by permissible curb return radii. The entire flare of any return radius shall fall within the right of way. Commercial business roadways giving access to SR101 and/or SR165 are permitted to use the state dimensions of fifty (50) foot maximum, twenty-five (25) foot minimum width. For two (2) directional use and thirty (30) foot maximum and fifteen (15) foot minimum width for one-directional use.~~
- ~~D. No roadway shall be closer than ten (10) feet to the point of intersection of two property lines at any corner, as measured along the property line, and no roadway shall extend across such extended property line.~~

17.48.100 Public Structures

~~Public structures such as electrical, gas, telephone transmission and fire stations are permitted. In this zone provide the following condition is met:~~

- ~~A. Landscaping provided in front yard area where reasonable. (Ord. 10-02)~~

17.48.105 Trash Enclosure Regulations—Commercial Use

- ~~A. Applicability. Dumpster enclosures may be required at high public visibility areas. Regardless of location or placement, the dumpsters require a level, hard surface pad and approach.~~
- ~~B. Space. The space inside the enclosure shall be reserved for dumpsters only.~~
- ~~C. Parking. No parking shall be allowed in front, behind or on either side of the dumpster.~~
- ~~D. Minimum Size. Each enclosure shall provide a minimum ten-foot interior depth (minimum eleven-foot interior depth, if bollards or a curb are placed behind the dumpster) and a six-foot height. For single enclosures, with or without gates, the minimum interior opening shall be twelve feet. For double enclosures, without gates, the minimum interior opening shall be twenty-two feet, and for double enclosures, with gates, the minimum interior opening shall be twenty-four feet.~~
- ~~E. Bollards. Bollards or a six inch curb should be placed behind the dumpster in order to protect the enclosure wall from damage. On enclosures without gates a bollard should be placed outside of the opening face, one at each corner as to not interfere with collection.~~
- ~~F. Safety. Each enclosure shall provide a minimum of two feet of clear space between each side of the dumpster and the adjacent wall surface of that enclosure, or any other dumpsters within that same enclosure.~~
- ~~G. Placement. Dumpsters must be placed side-by-side. The stacking of dumpsters in a single wide enclosure will be approved only on a case-by-case basis, before construction begins.~~
- ~~H. Pedestrian Access. A pedestrian opening on one wall of the enclosure for employee or customer access to the dumpster shall be required.~~
- ~~I. Overhangs. Overhanging caps on the enclosure walls are prohibited.~~
- ~~J. Concrete Pad. The enclosure shall be placed on a concrete pad with a concrete depth of six (6) to eight (8) inches and the pad shall extend eight feet out in front of the enclosure. Furthermore, the floor of the enclosure and the approach to the enclosure shall be level and at the same height.~~
- ~~K. Gates. Gates are strongly discouraged because of the negative impact on collection efficiency. However, any gates on the enclosures must be mounted with the hinges on the front of the posts and not on the inside. The gates must be able to be opened to at least the twelve foot wide measurement. A gate stop or latch system must be installed on the gates so that they will remain in the open position. Gate clearance from the concrete pad shall be 4 to 6 inches to allow for ice and snow build up.~~
- ~~L. Access. A minimum of sixty feet of straight on access to the dumpster is required. Any collection point further than one hundred fifty (150) feet from the public right of way must provide an on-site turn around. A minimum of twenty-foot overhead clearance from building eaves, parking awnings, trees, poles, overhead power or cable wires, etc. is required.~~

- ~~M. Maintenance. Enclosures shall be maintained in good condition and appearance at all times. Gate latches shall be kept fully operable; it is the owner(s) responsibility to ensure that access to the enclosure is not obstructed. This includes removing snow, ensuring there is no parking in the area and repairing or rebuilding concrete pads whenever the pavement deteriorates.~~
- ~~N. Visibility. Clear visibility for all interior aisles shall be maintained. Trash enclosures shall be located away from main traffic areas and be sheltered from street sight as much as possible.~~
- ~~O. Residential Areas. Trash enclosure shall be located so as to minimize disturbance to single family residential development. Trash enclosure shall be at least fifty (50) feet away from any single family residential zoning district unless it is approved by the Zoning Administrator.~~

HISTORY

Adopted by Ord. 14-07 on 6/19/2014

17.48.110 Movement Of Structures

~~No used structures shall be moved into or within the corporate limits of Hyrum City, without first obtaining a building permit from the City Engineer.~~

17.48.120 Employee On-Premise Child Care

~~Employee on-premises child care facilities shall be illustrated and explained on the site plan, playground area to be fenced.~~

17.48.130 On-Premise Cafeteria

~~An on-premises cafeteria shall be illustrated and explained on the site plan. It shall meet all health department codes and policies.~~

17.48.140 Combustible And Flammable Liquid Tanks Over 500 Gallons

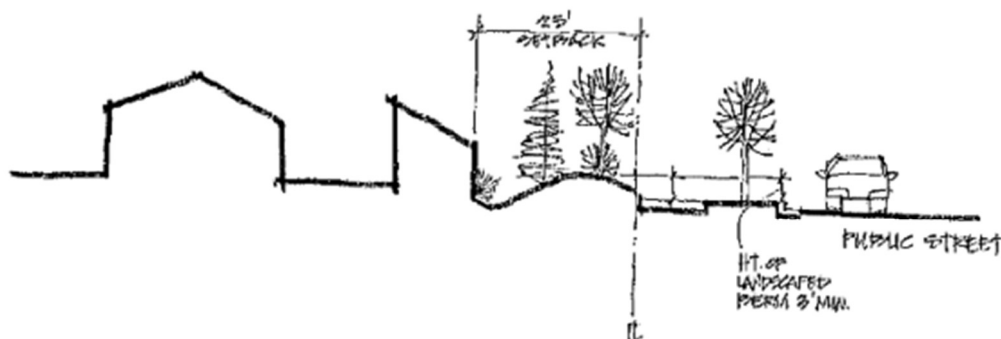
~~Combustible and flammable liquid tanks over 500 gallons may be stored above or below ground provided the following conditions are met:~~

- ~~A. Must meet all of the requirements of the uniform building and fire codes.~~
- ~~B. Must be emplaced in such a location as to allow loading and unloading operations away from public sidewalks and roadways.~~

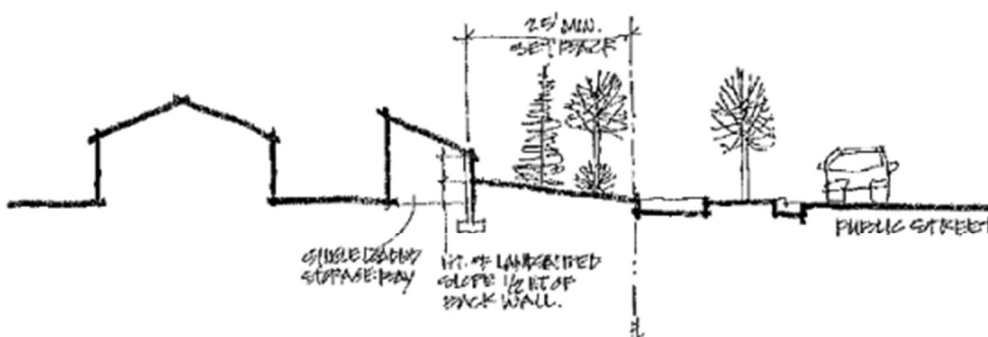
17.48.150 Self Storage

- ~~A. Purpose — The additional requirements for self storage uses are intended to ensure that this type of project is developed to reduce adverse consequences on surrounding properties and requires that the long term appearance of storage units is maintained.~~
- ~~B. Standards — The following additional development standards are required for self storage developments:~~
 - ~~1. Storage of any kind is prohibited in required setbacks.~~
 - ~~2. All outside storage shall be located at a more visually screened area of the facility, possibly at the rear of the property, and have a roof cover, completely screened from public view by a solid screen fence, building, or other manner as approved by the Planning Commission. Roof cover may be waived by the Planning Commission when they deem appropriate. (Custom covers required, etc., instead of roof) No blue tarp or similar type visually detrimental coverings will be allowed.~~
 - ~~3. All roadways and interior alleyways in the storage facility will be hard surfaced. (Concrete or asphalt)~~
 - ~~4. Storage units adjacent to any public roadway shall be single loaded with the back of the units facing the street and doorways of the units facing inward toward other storage units.~~

5. ~~Front yard setbacks shall be landscaped and screened with a combination of deciduous and coniferous trees and shrubs to cause at least a 50% screen within 5 years. Trees must be planted at 2½" caliper while shrubs must be planted with at least 5 gallon nursery stock.~~
6. ~~All side yard and rear yard setbacks shall be landscaped and screened with a combination of deciduous and coniferous trees and shrubs to cause at least a 25% screen within 5 years. Trees must be planted at 1½" caliper while shrubs must be planted with at least 1 gallon nursery stock.~~
7. ~~All setbacks are required to be irrigated by an automatic sprinkler irrigation system.~~
8. ~~The developer shall landscape and grade the street facing frontage using one of the following options or other approved screening as approved by the City:~~



STORAGE BAY STANDARD
OPTION A



STORAGE BAY STANDARD
OPTION B

DRAFT ORDINANCE – REPEAL CHAPTER 17.49 MANUFACTURING ZONE M-2**17.49.010 Purpose**

The purpose of this zone is to provide an area where medium to heavy manufacturing can occur. It allows higher levels of noise, dust, smoke and odor than is permitted in the M-1 Zone. Restrictions may be applied on proposed businesses whose levels of noise, dust, smoke or odor may be considered excessive by the planning commission. Design and landscaping requirements may also be imposed on businesses proposed for this zone.

HISTORY

Amended by Ord. 19-04 on 3/7/2019

17.49.020 Use Regulations

In this zone, no land use shall be permitted except those designated below.

A. Permitted uses:

1. Auto repair
2. Kennel
3. Manufacturing plants (no excessive noise, dust, smoke, or odor)
4. Maintenance and repair facilities
5. Paint shops
6. Storage units, commercial warehouses
7. Storage yards (i.e. sand, gravel, lumber, etc.)
8. Public structures (i.e. courts, city hall, fire stations, public works, electrical, gas, and telephone transmission lines and stations, sewer plant, etc.)
9. Communication facilities (radio, television, telephone transmission, etc.)
10. Bakeries
11. Food processing/mills
12. Office buildings
13. Retail Sales

B. Permitted accessory uses:

1. Combustible and flammable liquids over 500 gallons

C. Conditional uses:

1. Animal farms (fowl, cattle feedlots, etc. No fur processing plants)
2. Packing plants
3. Auto wrecking yards
4. Sand, gravel, asphalt operations
5. Heavy industry with potential for moderate noise, smoke/dust
6. Office building
7. Sexually oriented business

(Ord. 03-11; 98-16; 98-07; 08-10; 08-13; 10-02)

HISTORY

Amended by Ord. 14-12 on 11/20/2014

Amended by Ord. 16-06 on 8/18/2016

Amended by Ord. 19-04 on 3/7/2019

17.49.022 Lighting Plan

Each site plan shall include a lighting plan that is designed to discourage crime, enhance the safety of the residents and guests of the project, prevent glare onto adjacent properties and enhance the appearance and design of the project. Streetlights shall have a decorative style and shall be dark-sky sensitive. No cobra-style light standards are allowed. Light standards shall follow the recommendation of

~~Illumination Engineering Standards for streetlights on private streets and all pathways in the zone. Parking lots and structures shall be well lit. The general design of the light pole and head shall follow the general theme of the development. Streetlights shall be installed adjacent to public streets in conformity with the standards of the City street lighting project.~~

~~17.49.025 Landscaping Plan~~

~~A well planned landscaping design and appropriate maintenance plan is required.~~

~~17.49.030 Area, Frontage, Yard And Height Regulations~~

- ~~A. There are no area, frontage or height regulations.~~
- ~~B. The building shall have a setback of thirty (30) feet from the front property line, unless otherwise specified by the Planning Commission prior to erection of the building.~~

~~17.49.040 Off Street Parking Required~~

~~There shall be provided at the time of erection of any building or at the time any main building is enlarged or increased in capacity, minimum off street parking space with adequate provisions of ingress and egress by standard sized automobiles as hereinafter provided.~~

~~17.49.050 Off Street Parking General Requirements~~

~~Except as herein provided, no building or structure shall be erected, altered or converted for or to any use unless there shall be provided on the lot or parcel vehicle parking of at least the following ratio of vehicle spaces for the uses specified in the designated districts, except that an established use lawfully existing at the effective date of this title need not provide parking as herein set forth and that no existing vehicle parking may be reduced or further reduced below the minimum standards herein required.~~

~~17.49.060 Off Street Parking Specific Requirements~~

~~The following schedule shall apply:~~

- ~~A. Storage or warehouse: one (1) space for each five thousand (5,000) square feet of floor area;~~
- ~~B. Manufacturing, processing or repair: one (1) space for each employees working on the highest employment shift; the City Council may adjust this requirement if sufficient justification is provided.~~

~~17.49.070 Parking Lot Regulations~~

~~Every parcel of land hereafter used as a parking lot shall be paved with a surfacing material of asphalt or concrete composition and shall have appropriate poured concrete bumper guards, where needed, as determined by the building inspector. Any lights used to illuminate the lot shall be so arranged as to reflect the light away from adjoining premises in any residential zone. Parking lots will have a minimum of 10 feet of landscaping where they abut neighboring property or a roadway. They will also be bounded by a six (6) foot light tight wall/fence hedge where they abut neighbor's property.~~

~~17.49.080 Off Street Truck Loading Space~~

~~On the same premises with every building structure or part thereof, erected and occupied or increased in capacity after the effective date of this title involving the receipt or distribution by vehicle of materials or merchandise, there shall be provided and maintained on the lot, adequate space for standing, loading and unloading services in order to avoid undue interference with public use of streets or alleys. Such space shall be located an adequate distance from the roadway so as not to interfere with the view of any intersecting street or alley or other traffic which may be in the area. Such space shall include a minimum of fourteen (14) feet height clearance to accommodate large delivery trucks.~~

~~17.49.090 Motor Vehicle Access Regulations~~

~~Roadside stands, public parking lots, and all other businesses requiring motor vehicle access shall meet the requirements as hereinafter provided:~~

- ~~A. Access shall be by not more than two (2) roadways for each one hundred feet or fraction thereof of frontage on any street, and in no event shall such roadways exceed in width forty (40) percent of the entire street frontage.~~
- ~~B. No two of the roadways shall be closer to each other than twelve (12) feet, and no roadway shall be closer to a side property line than one and one half (1½) feet.~~
- ~~C. Each roadway shall not be more than thirty-six (36) feet in width, measured at right angles to the centerline of the driveway, except as increased by permissible curb return radii. The entire flare of any return radius shall fall within the right-of-way. Commercial business roadways giving access to SR101 and/or SR165 are permitted to use the state dimensions of fifty (50) foot maximum, twenty-five (25) foot minimum width. For two (2) directional use and thirty (30) foot maximum and fifteen (15) foot minimum width for one-directional use.~~
- ~~D. No roadway shall be closer than ten (10) feet to the point of intersection of two property lines at any corner, as measured along the property line, and no roadway shall extend across such extended property line.~~

~~17.49.100 Public Structures~~

~~Public structures such as electrical, gas, telephone transmission and fire stations are permitted. In this zone provide the following condition is met:~~

- ~~A. Landscaping provided in front yard area where reasonable. (Ord. 10-02)~~

~~17.49.105 Trash Enclosure Regulations—Commercial Use~~

- ~~A. Applicability. Dumpster enclosures may be required at high public visibility areas. Regardless of location or placement, the dumpsters require a level, hard surface pad and approach.~~
- ~~B. Space. The space inside the enclosure shall be reserved for dumpsters only.~~
- ~~C. Parking. No parking shall be allowed in front, behind or on either side of the dumpster.~~
- ~~D. Minimum Size. Each enclosure shall provide a minimum ten-foot interior depth (minimum eleven-foot interior depth, if bollards or a curb are placed behind the dumpster) and a six-foot height. For single enclosures, with or without gates, the minimum interior opening shall be twelve feet. For double enclosures, without gates, the minimum interior opening shall be twenty-two feet, and for double enclosures, with gates, the minimum interior opening shall be twenty-four feet.~~
- ~~E. Bollards. Bollards or a six-inch curb should be placed behind the dumpster in order to protect the enclosure wall from damage. On enclosures without gates a bollard should be placed outside of the opening face, one at each corner as to not interfere with collection.~~
- ~~F. Safety. Each enclosure shall provide a minimum of two feet of clear space between each side of the dumpster and the adjacent wall surface of that enclosure, or any other dumpsters within that same enclosure.~~
- ~~G. Placement. Dumpsters must be placed side-by-side. The stacking of dumpsters in a single wide enclosure will be approved only on a case-by-case basis, before construction begins.~~
- ~~H. Pedestrian Access. A pedestrian opening on one wall of the enclosure for employee or customer access to the dumpster shall be required.~~
- ~~I. Overhangs. Overhanging caps on the enclosure walls are prohibited.~~
- ~~J. Concrete Pad. The enclosure shall be placed on a concrete pad with a concrete depth of six (6) to eight (8) inches and the pad shall extend eight feet out in front of the enclosure. Furthermore, the floor of the enclosure and the approach to the enclosure shall be level and at the same height.~~
- ~~K. Gates. Gates are strongly discouraged because of the negative impact on collection efficiency. However, any gates on the enclosures must be mounted with the hinges on the front of the posts~~

~~and not on the inside. The gates must be able to be opened to at least the twelve foot wide measurement. A gate stop or latch system must be installed on the gates so that they will remain in the open position. Gate clearance from the concrete pad shall be 4 to 6 inches to allow for ice and snow build up.~~

~~L. Access. A minimum of sixty feet of straight on access to the dumpster is required. Any collection point further than one hundred fifty (150) feet from the public right of way must provide an on-site turn around. A minimum of twenty foot overhead clearance from building eaves, parking awnings, trees, poles, overhead power or cable wires, etc. is required.~~

~~M. Maintenance. Enclosures shall be maintained in good condition and appearance at all times. Gate latches shall be kept fully operable; it is the owner(s) responsibility to ensure that access to the enclosure is not obstructed. This includes removing snow, ensuring there is no parking in the area and repairing or rebuilding concrete pads whenever the pavement deteriorates.~~

~~N. Visibility. Clear visibility for all interior aisles shall be maintained. Trash enclosures shall be located away from main traffic areas and be sheltered from street sight as much as possible.~~

~~O. Residential Areas. Trash enclosure shall be located so as to minimize disturbance to single family residential development. Trash enclosure shall be at least fifty (50) feet away from any single family residential zoning district unless it is approved by the Zoning Administrator.~~

HISTORY

~~Amended by Ord. 14-07 on 6/19/2014~~

17.49.110 Movement Of Structures

~~No used structures shall be moved into or within the corporate limits of Hyrum City, without first obtaining a building permit from the City Engineer.~~

17.49.120 Employee On Premises Child Care

~~Employee on premises child care facilities shall be illustrated and explained on the site plan. Playground area to be fenced.~~

17.49.130 On Premises Cafeteria

~~An on-premises cafeteria shall be illustrated and explained on the site plan. It shall meet all health department codes and policies.~~

17.49.140 Combustible And Flammable Liquid Tanks Over 500 Gallons

~~Combustible and flammable liquid tanks over 500 gallons may be stored above or below ground provided the following conditions are met:~~

- ~~A. Must meet all of the requirements of the uniform building and fire codes.~~
- ~~B. Must be emplaced in such a location as to allow loading and unloading operations away from public sidewalks and roadways.~~

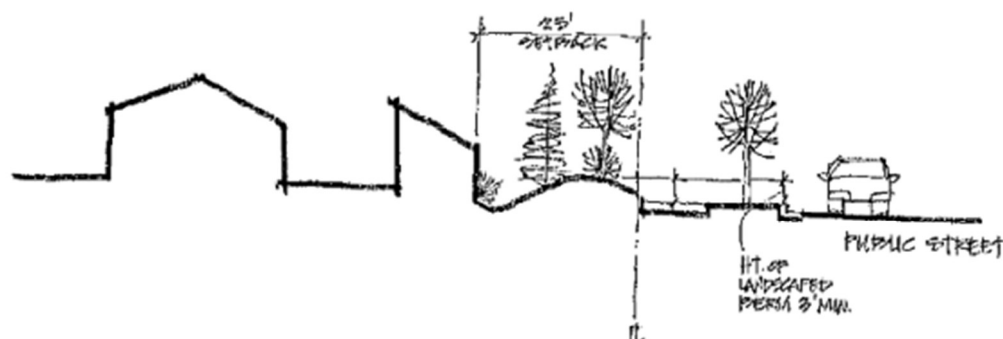
17.49.150 Self Storage

~~A. Purpose — The additional requirements for self storage uses are intended to ensure that this type of project is developed to reduce adverse consequences on surrounding properties and requires that the long term appearance of storage units is maintained.~~

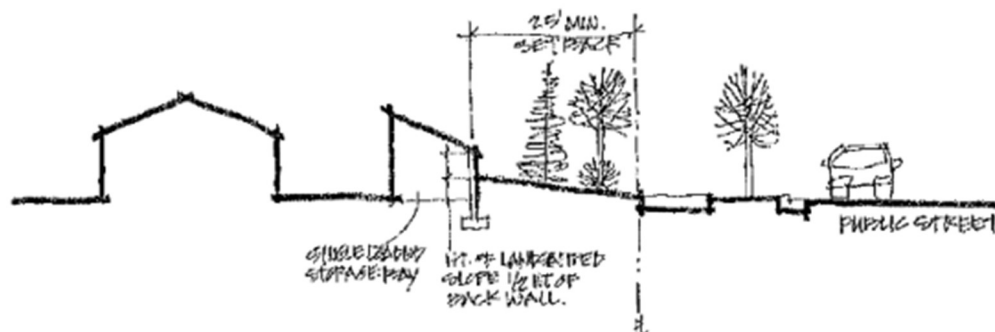
~~B. Standards — The following additional development standards are required for self storage developments:~~

- ~~1. Storage of any kind is prohibited in required setbacks.~~
- ~~2. All outside storage shall be located at a more visually screened area of the facility, possibly at the rear of the property, and have a roof cover, completely screened from public view~~

- by a solid screen fence, building, or other manner as approved by the Planning Commission. The roof cover requirement may be waived by the Planning Commission when they deem appropriate. (Custom covers required, etc., instead of roof) No blue tarps or similar type visually detrimental coverings will be allowed.
3. All roadways and interior alleyways in the storage facility will be hard surfaced. (Concrete or asphalt)
 4. Storage units adjacent to any public roadway shall be single loaded with the back of the units facing the street and doorways of the units facing inward toward other storage units.
 5. Front yard setbacks shall be landscaped and screened with a combination of deciduous and coniferous trees and shrubs to cause at least a 50% screen within 5 years. Trees must be planted at 2½" caliper while shrubs must be planted with at least 5 gallon nursery stock.
 6. All side yard and rear yard setbacks shall be landscaped and screened with a combination of deciduous and coniferous trees and shrubs to cause at least a 25% screen within 5 years. Trees must be planted at 1½" caliper while shrubs must be planted with at least 1 gallon nursery stock.
 7. All setbacks are required to be irrigated by an automatic sprinkler irrigation system.
 8. The developer shall landscape and grade the street facing frontage using one of the following options or other approved screening as approved by the City:



STORAGE BAY STANDARD
OPTION A



STORAGE BAY STANDARD
OPTION B



60 West Main Street
Hyrum, Utah 84319
Ph. (435) 245-6033
www.hyumcity.gov

Staff Evaluation First Review

Application: Hyrum City, Amendment – An ordinance amending Title 17 Zoning of the Hyrum City Municipal Code, to create Chapter 17.63 Detached Accessory Dwelling Units. Application #26-025

Application Number: 26-025
Preparation Date: August 6, 2026
Applicant Name: Hyrum City Corporation

Planning Commission: August 13, 2026
Application Type: Amendment - Ordinance
Nature of request: Recommendation to City Council

Application Overview:

This application was initiated by Hyrum City staff to create Chapter 17.64 Detached Accessory Dwelling Units and establish zoning regulations to allow detached accessory dwelling units as a permitted use on single-family dwelling lots as a permitted use as required by Utah Code.

STAFF COMMENTS

Planning and Zoning Department:

1. The State of Utah requires that each municipality establish an ordinance to allow detached accessory dwelling units on or before October 1, 2026.
2. Staff presented detached accessory dwelling units in a short series of workshops to the City Council and the Planning Commission to prepare for the proposed ordinance.
3. Staff has completed the draft ordinance as presented for the Planning Commissions consideration to review, comment, and include any updates as requested for making their recommendation to the City Council.

Planning Commission Responsibility:

1. A public hearing must be held by the Planning Commission.

Staff Recommendation:

1. The Planning Commission should have a thorough discussion of the application, staff evaluation, and specifying conditions and requirements.

Stipulations:

1. All proposed amendments shall first be recommended by the Planning Commission for recommendation to the City Council for its consideration.

Findings of Fact:

1. The public hearing was noticed in accordance with Utah Code.

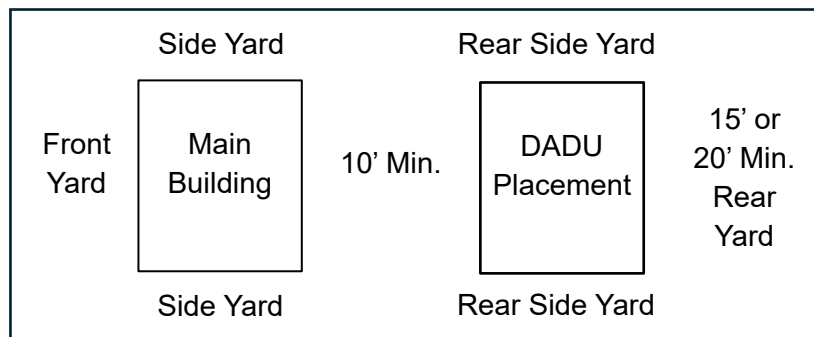
Attachments:

- A. Draft Ordinance – Chapter 17.63 Detached Accessory Dwelling Units

17.63 Detached Accessory Dwelling Units – First Draft

- A. Definitions.
 - 1. Detached accessory dwelling unit - “Detached accessory dwelling unit or DADU” means a subordinate dwelling which has its own kitchen, bathroom, and living facilities that is located on the same lot as the primary single-family dwelling (main building) but is physically detached from the main building.
- B. Purpose and Intent.
 - 1. The purpose and intent of this Chapter is to provide supplementary living accommodations that are intended to provide affordable housing options for smaller households at a variety of all stages in life with reasonable limitations to minimize impact on neighboring properties and the rural character of Hyrum City.
- C. Not Intended For Sale.
 - 1. The DADU shall not be sold separately or subdivided from the primary single-family dwelling unit lot.
- D. Addressing.
 - 1. The DADU and primary single-family dwelling unit shall have the same address and the DADU shall be references as “Unit A” and addresses must be in a visible location for emergency responders.
- E. Owner Occupied.
 - 1. The owner of the primary single-family dwelling shall occupy at least one (1) of the dwellings on the lot except for bona fide temporary absences of two (2) years or less for a temporary job assignment, sabbatical, or voluntary service.
- F. Occupancy.
 - 1. The occupancy of a DADU shall be limited to one (1) person; or occupied by a Family. The term “Family” used in this section shall have the respective meaning in the Definitions sections of this Title.
 - 2. The DADU must offer occupancy for a long-term rental of thirty (30) consecutive calendar days or longer through the required landlord license. Short-term rental (STR) options are prohibited.
- G. Number of Accessory Dwelling Units.
 - 1. A maximum of one (1) DADU shall be allowed for each owner-occupied single-family dwelling.
 - 2. No single-family dwelling with a DADU may have a dwelling two-family accessory apartment for each owner-occupied single-family dwelling.
- H. Zone.
 - 1. The DADU shall be a permitted use on a primary single-family dwelling lot in any zone that includes a primary single-family dwelling as a permitted use.
 - 2. No DADU may be allowed in any multi-family dwelling unit or multi-family lot.
- I. Size, Height, and Yard Regulations.
 - 1. Size:
 - a. The DADU shall not be less than three-hundred (300) square feet and shall not exceed one-thousand (1,000) square feet of dwelling floor space.
 - b. The DADU or included within a group of other accessory buildings permitted by this Title shall not cover more than fifty (50) percent of the rear yard of the primary single-family dwelling lot.
 - 2. Height:
 - a. The DADU shall be erected to a height no greater than one story (1) story and shall not exceed a height greater than sixteen (16) feet to the peak of the roof.

- b. The DADU may only be located on a second story if the structure meets the same minimum standards in the zone for height, as well as front, side, and rear setback, as the main building.
 - c. The term “story” used in this section shall have the respective meaning in the definitions section of this Title.
- 3. Front Yard:
 - a. No DADU shall be permitted to be located within the front yard setback of the main building.
 - b. The DADU must meet the same front yard setbacks required by the zone for the main building.
 - c. Any DADU located within the “Innerblock development” as defined in the definitions of this Title shall not exceed two times (2x) the required front yard setback required by the zone for the main building.
- 4. Side Yard:
 - a. The DADU must meet the same side yard setbacks required by the zone for the main building.
- 5. Rear Side Yard:
 - a. The DADU must meet the same side yard setbacks required by the zone for the main building.
- 6. Rear Yard:
 - a. Unless otherwise regulated by “Innerblock development” as defined in the definitions section of this Title, the DADU shall be emplaced at least ten (10) feet to rear of the main building and have a minimum rear lot line setback of twenty (20) feet, unless no windows, doors, or other openings are adjacent to the property line, in which case the allowed setback shall be fifteen (15) feet. See Rear Yard DADU Placement illustration below:



Rear Yard DADU Placement

- J. Easements.
 - 1. The DADU shall not be located within any irrigation easement, prescriptive easement, public utility easement, or other recorded easement.
- K. Entrances.
 - 1. Entrances located at or within fifteen (15) feet of a property line shall not be visible from the abutting property. This may be achieved by installing a minimum of a six-foot tall opaque fence or wall shall.
- L. Living Area.
 - 1. The DADU must provide its own kitchen, bathroom, and living facilities that is separate from the main building.

- M. Lighting.
1. The DADU exterior lighting shall be dark sky sensitive and provide illumination directed downward with the light source shielded from adjoining properties.
- N. Parking Requirements.
1. A total of one (1) additional off-street parking space will be provided for any DADU less than 650 square feet.
 2. A total of two (2) additional off-street parking spaces will be provided for any DADU greater than 650 square feet.
 3. All other off-street parking requirements shall be regulated by the zone for the main building off-street parking requirements.
- O. Utility and Meter.
1. Any DADU is prohibited if the DADU will not have adequate access to the required utility service that is a project improvement, including sanitary sewer, culinary water, electrical, or storm water.
 2. Any DADU is prohibited if a utility service that is a system improvement, including sanitary sewer, culinary water, electrical, or storm water, to which the DADU is required to connect does not have sufficient capacity to support the addition of the DADU to the utility service system improvements.
 3. Sanitary sewer and culinary water/meter:
 - a. The DADU shall not be connected and served by the same sanitary sewer and culinary water/meter that serves the main building.
 - b. The DADU shall be served by new sanitary sewer and culinary water/meter services that conform to current Hyrum City standards.
 - c. Standard connection and impact fees will be required for sanitary sewer and culinary water/meter services to accommodate the DADU.
 4. Electrical service/meter:
 - a. The existing electrical meter base serving the main building shall be required to conform to current Hyrum City standards and shall be required to be upgraded to a double meter base with two (2) main disconnects to serve both the main building and DADU.
 - b. All new electrical service from the double meter base to the DADU will be required to be installed underground.
 - c. Standard connection and impact fees will be required for the electrical service to accommodate the DADU.
 5. Two (2) monthly service charges will be billed to the property for sanitary sewer, culinary water, and electrical services.
- P. Supplementary Qualifying Standards.
1. Tents, yurts, recreational vehicles, campers, or any other similar structure shall not be permitted as a DADU.
 2. No portion of a mobile home park or mobile home park subdivision shall be permitted a DADU.
 3. The DADU shall be placed on a permanent footing and foundation.
 4. Balconies and rooftop decks attached to any DADU are prohibited.
 5. No Level Two home occupation business license shall be established within a DADU.
- Q. Applicable Codes.
1. No construction or conversions to create or establish a DADU shall commence without the issuance of the required zoning clearance and building permit.
 2. New construction or conversions shall comply with all applicable building, health, and fire codes and ordinance requirements in effect at the time of construction or conversion.

3. The DADU must be located within one-hundred and fifty (150) feet of a fire apparatus access approved by the Fire Code Official.

R. Zoning Clearance, Building Permit Required, and Landlord License Required.

1. A zoning clearance shall be required as regulated by this Title.
2. A building permit shall be required as regulated by this Title.
3. No DADU shall be occupied without first obtaining a Hyrum City landlord license.
4. If the property owner fails to obtain the requirements outlined above, the DADU shall be considered illegal nor approved and may result in a citation for a code violation as governed by the process for enforcement in the City.

S. Conversions.

1. An existing detached accessory building that was legally established by this Title may be converted or expanded for the purpose of a DADU provided the detached accessory building can demonstrate it was legally established and can accommodate the minimum qualifying requirements and regulations of this Chapter.

T. Recordation Required.

1. A notice of record shall be recorded in the office of the Cache County Recorder that provides the following:
 - a. A description of the primary single-family dwelling; and
 - b. A statement the primary single-family dwelling lot of record contains a detached accessory dwelling unit; and
 - c. A statement the detached accessory dwelling unit may only be used in accordance with the land use regulations of Hyrum City; and
2. Upon recording the notice of record, Hyrum City shall deliver a copy of the notice to the property owner of the detached accessory dwelling unit.