CITY COUNCIL MEETING

Thursday, May 19, 2022 at 6:30 PM
Council Chambers, 60 West Main, Hyrum, Utah

AGENDA

Public notice is hereby given of a Hyrum City Council Meeting to be held in the Council Chambers, 60 West Main, Hyrum, Utah at 6:30 PM, May 19, 2022. The proposed agenda is as follows:

1. ROLL CALL

2. CALL TO ORDER

3. WELCOME

4. PLEDGE OF ALLEGIANCE

5. INVOCATION

6. APPROVAL OF MINUTES

7. AGENDA ADOPTION

8. PUBLIC COMMENT

9. SCHEDULED DELEGATIONS

A. **Mayci Felt** - To request approval of a Home Occupation Business License at 226 West 100 North for esthetics and beauty service.

B. **Nate Worthen** - To discuss the possibility of a Planned Unit Development for an additional 3 fourplexes at 360 North 400 West.

10. INTRODUCTION AND APPROVAL OF RESOLUTIONS AND ORDINANCES

A. **Resolution 22-05** - A resolution authorizing and approving a Capacity Purchase Agreement between the City and Utah Associated Municipal Power Systems ("UAMPS"), approving a Power Generation and Balance Plant Agreement between UAMPS and Wheeler Machinery Co. and related matters.

B. **Ordinance 22-02** - An Ordinance amending Sections 10.20.090, 10.20.100, and 10.20.105 of Chapter 10.20 of Title 10 of the Hyrum City Municipal Code, to restrict parking on City streets during winter months from 11:00 p.m. to 8:00 a.m.; to require vehicle owners to provide permanent parking on private property for all vehicles; and to restrict parking of all vehicles, trailers, etc. with an expired license or registration from parking on City property.

11. OTHER BUSINESS

A. Tentative adoption of the 2022-2023 Operating Budgets and setting a date for a public hearing.

B. Presentation of the Electric Study Rate.

C. Mayor and City Council reports.

12. ADJOURNMENT

_____

Stephanie Fricke
City Recorder

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

CERTIFICATE OF POSTING - The undersigned, duly appointed and acting City Recorder of Hyrum City, Utah, does hereby certify that a copy of the foregoing Notice was emailed to The Herald Journal, Logan, Utah, posted on the Utah Public Notice Website and Hyrum City's Website, provided to each member of the governing body, and posted at the City Offices, 60 West Main, Hyrum, Utah, this **16th day of May, 2022**. Stephanie Fricke, MMC, City Recorder.

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

BUSINESS LICENSE APPLICATION

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

Business Name: _____Esthetics By Mayci_____

"Doing Business As": _____N/A_____

Business Address: _____226 W 100 N Hyrum, UT 84319_____

Mailing Address: _____226 W 100 N Hyrum, UT 84319_____

Business Phone #: ___435-232-0956_____

E-mail: _____maycifelt@yahoo.com_____

Website: _____N/A_____

Utah State Tax Commission Sales Tax #: _____N/A_____

State and/or Federal License #: ____12606436-1109_____

Nature of Business: _____Esthetics/Beauty Services_____

Owner Name: _____Mayci Felt_____

Manager Name: _____Mayci Felt_____ Manager Phone #: ___435-232-0956___

Manager Address: ___226 W 100 N Hyrum, UT 84319_____

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

_Mayci Sky Felt_____	Mayci Sky Felt	____05/11/2022____
Owner Signature	Printed Name	Date

Office Use Only

Approved by: _____ Date Approved: _____ License #: _____

Date Paid: _____ Amount: _____ Receipt #: _____

HYRUM CITY
ESTABLISHED 1860

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

HOME OCCUPATION BUSINESS LICENSE

Name: Mayci Felt

Date Submitted: 05/09/2022

Address: 226 W 100 N

Telephone Number: 435-232-0956

Name of Business: Esthetics By Mayci

1. What is the proposed home occupation? Esthetics
2. How many clients will be coming to the home at any one time during a daily interval? 1-5
3. What provisions are available for off street parking? Driveway parking available
4. What type of equipment, materials, machinery, tools, and merchandise stock are involved in the home occupation? Product, Microneedling Pen, Towel Warmer, Steamer
5. What type of modifications to the residential structure are anticipated because of the home occupation? N/A

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

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

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

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

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

msf E. Home occupation standards:

msf 1. The exterior of the home will not be modified in any way to accommodate the home occupation (i.e. loading ramps, loading doors, etc).

msf 2. The occupation will be conducted entirely within the house, yard, and existing outbuildings.

msf 3. The home occupation license covers only residents of the home.

msf 4. No outside storage of goods or materials is permitted.

msf 5. Pedestrian and vehicular traffic will not be in excess of that normally associated with a residential neighborhood.

msf 6. One sign will be permitted on the property. It must meet the requirements of 17.72.010 "Name Plate".

msf 7. The home occupation must be operated in full conformity with fire, health, building, electrical, plumbing codes, and all State and City laws and ordinances.

msf 8. No noise, odor, light, vibrations or dust in excess of that normally associated with a residential neighborhood shall pass beyond the premises.

msf 9. Business shall be conducted only between the hours of 7:00 a.m. and 9:00 p.m.

msf 10. State licenses will be required for "Professional Child Care".

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

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

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

Property Owner(s) Signature: Lisa Miller Felt

Applicants Signature: Mayci Sky Felt

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03-060-0045
03-060-0034
03-215-0001
03-060-0048
NORTH

Date: 1/5/2022

RESOLUTION 22-05

A RESOLUTION AUTHORIZING AND APPROVING A CAPACITY PURCHASE AGREEMENT BETWEEN THE CITY AND UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS (*"UAMPS"*), APPROVING A POWER GENERATION AND BALANCE OF PLANT AGREEMENT BETWEEN UAMPS AND WHEELER MACHINERY CO. AND RELATED MATTERS.

***** ***** *****

WHEREAS, Hyrum City, Utah (the *"City"*) is a member of Utah Associated Municipal Power Systems (*"UAMPS"*) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action, as amended (the *"Joint Action Agreement"*);

WHEREAS, one of the purposes of UAMPS under the Joint Action Agreement is the acquisition and construction of electric generating, transmission and related facilities in order to secure reliable, economic sources of electric power and energy for its members;

WHEREAS, the City has determined that it requires additional generating capacity to enable it to continue to provide safe, reliable and economical electric services to the customers served by its municipal electric utility system (the *"System"*) and has received a proposal from Wheeler Machinery Co. (*"Wheeler"*) for the "Hyrum City Power West Point Sub 7.857 MW Generation Facility" dated February 25, 2022 (the *"Proposal"*) for the construction and equipping of an electric generation facility consisting of three Caterpillar G3520 Natural Gas generator sets and related improvements (including the additional components described herein described herein, the *"Project"*);

WHEREAS, the City requested that UAMPS, through its Member Services Project, own the Project, contract for the acquisition and construction of the Project, finance the cost of construction of the Project and sell the capacity, output and services of the Project to the City pursuant to the Capacity Purchase Agreement (the *"Capacity Purchase Agreement"*) between UAMPS and the City;

WHEREAS, in furtherance of the Project, UAMPS (a) will enter into the Power Generation and Balance of Plant Agreement (the *"Procurement and Construction Agreement"*) with Wheeler providing for the acquisition and construction of various components of the Project, (b) will contract with the City pursuant to the Capacity Purchase Agreement for the acquisition and construction of the remaining components necessary to complete the Project and for the operation and maintenance of the Project after its completion and (c) will issue its Member Services Project Revenue Bonds (Hyrum City Generation Project) (the *"Bonds"*) to finance the costs of the Project;

WHEREAS, pursuant to this resolution the City finds and determines that the Project will enhance, improve and extend the capability, reliability and services of the System for the use and benefit of customers located within its electric service area established by law, and the Capacity

Payments and other amounts payable by the City under the Capacity Purchase Agreement are payable solely from the rates, charges or revenues derived from the System and are not secured by the full faith and credit or the taxing power of the City, the State or any political subdivision;

WHEREAS, pursuant to this resolution the City acknowledges and agrees that the obligation of the City to make the payments required under the Capacity Purchase Agreement is absolute and unconditional, whether or not the Project or any portion thereof is acquired, constructed, completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output thereof for any reason whatsoever; and

WHEREAS, the City now desires to authorize and approve (a) the Capacity Purchase Agreement and its execution and delivery by the City and (b) the Procurement and Construction Agreement and its execution and delivery by UAMPS;

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

Section 1. Definitions. Capitalized terms used and not defined in this resolution have the meanings assigned to such terms in the Capacity Purchase Agreement.

Section 2. Findings and Determinations; Acknowledgments. (a) Based on its review of the Project, the Capacity Purchase Agreement and the Procurement and Construction Contract, the City Council hereby finds and determines that:

(i) the City requires additional generating capacity to enable it to continue to provide safe, reliable and economical electric services to the customers served by the System;

(ii) the Project will enhance, improve and extend the capability, reliability and services of the System for the use and benefit of customers located within its electric service area; and

(iii) the Capacity Payments and other amounts payable by the City under the Capacity Purchase Agreement are payable solely from the rates, charges or revenues derived from the System and are not secured by the full faith and credit or the taxing power of the City, the State or any political subdivision.

(b) The City Council acknowledges and agrees that:

(i) the obligation of the City to the payments required under the Capacity Purchase Agreement is absolute and unconditional, whether or not the Project or any portion thereof is acquired, constructed, completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output thereof for any reason whatsoever; and

(ii) the amount of the Capacity Payments required to be made by the City under the Capacity Purchase Agreement cannot be determined until UAMPS has made

arrangements for the sale of the Bonds and the interest rate or rates on the Bonds have been established.

Section 3. Execution and Delivery of the Capacity Purchase Agreement. (a) The Capacity Purchase Agreement in substantially the form attached hereto as *Exhibit A* is hereby authorized and approved. The Mayor is hereby authorized, empowered and directed to execute and deliver the Capacity Purchase Agreement on behalf of the City, and the City Recorder is hereby authorized, empowered and directed to attest and countersign such execution and to affix the corporate seal of the City to the Capacity Purchase Agreement, with such changes to the form of the Capacity Purchase Agreement attached hereto as shall be necessary to conform to complete the Capacity Purchase Agreement, or to correct any minor irregularities or ambiguities therein and as are approved by the Mayor her execution thereof to constitute conclusive evidence of such approval.

(b) The appointment of Matt Draper as the City's Representative to UAMPS is hereby confirmed. Such Representative (or, in his absence, such alternate(s)) is hereby delegated full authority to act on all matters that may come before the Project Management Committee for the Member Services Project of UAMPS (the *"Project Management Committee"*) in accordance with the terms and provisions of the Capacity Purchase Agreement, and shall be responsible for reporting regularly to the City Council regarding the activities of the Project Management Committee.

Section 4. Approval of Procurement and Construction Agreement. The City Council acknowledges receipt of the form of the Procurement and Construction Agreement, in substantially the form attached hereto as *Exhibit B*, and approves the terms and provisions thereof and the purchase price payable thereunder. The City hereby directs and authorizes UAMPS to execute and deliver the Procurement and Construction Agreement.

Section 5. Miscellaneous; Effective Date. (a) This resolution is adopted pursuant to the Utah Interlocal Cooperation Act and other applicable provisions of law.

(b) This resolution shall be and remain irrepealable until the expiration or termination of the Capacity Purchase Agreement in accordance with its terms.

(c) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(d) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(e) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this 19th day of May, 2022.

HYRUM CITY, UTAH

By _____
Mayor

ATTEST:

_____
City Recorder

[SEAL]

EXHIBIT A

[CAPACITY PURCHASE AGREEMENT]

EXHIBIT B

[PROCUREMENT AND CONSTRUCTION AGREEMENT]

After the conduct of other business not pertinent to the foregoing, it was moved and carried that the City Council adjourn.

HYRUM CITY, UTAH

By _____
Mayor

ATTEST:

By_____
City Recorder

[SEAL]

Res2205
8710931/JCB

STATE OF UTAH)
)
COUNTY OF HYRUM)

I, the undersigned, do hereby certify that I am the duly qualified and acting City Recorder of Hyrum City, Utah (the *"City"*). I further certify that the above and foregoing constitutes a true and correct extract from the minutes of a regular public meeting of the City Council (the *"City Council"*) of the City, held on May 19, 2022, including a resolution adopted at such meeting, together with the exhibits attached thereto, as said minutes, resolution and exhibits are recorded in the regular official book of minutes of the proceedings of the City Council kept in the office of the City Recorder, that said proceedings were duly had and taken as therein shown, that the meeting therein shown was in all respects called, held and conducted in accordance with law, and that the persons therein named were present at said meeting, as therein shown.

I further certify that I caused a true and correct copy of the above-referenced resolution (including the exhibits attached thereto) to be filed in the office of the City Recorder for examination by any interested person during the regular business hours of the office of the City Recorder.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed or imprinted hereon the official seal of the City, this 19th day of May, 2022.

_____
City Recorder
Hyrum City, Utah

[SEAL]

Hyrum City

May 19, 2022

The City Council (the *"City Council"*) of Hyrum City, Utah (the *"City"*), pursuant to due notice met in regular public session on May 19, 2022, at the hour of 6:30 p.m., at its regular meeting place at 60 West Main, Hyrum, Utah. The meeting was duly called to order by the Mayor with the following members of the City Council being present, constituting a quorum of the City Council:

PRESENT:	Steve Adams	Councilmember
	Jared Clawson	Councilmember
	Paul James	Councilmember
	Vicky McCombs	Councilmember
	Craig Rasmussen	Councilmember
ABSENT:		
ALSO PRESENT:	Stephanie Miller	Mayor
	Ron Salvesen	City Administrator
	Stephanie Fricke	City Recorder
		City Attorney
	Matt Draper	Power Director

After the minutes of the preceding meeting had been read and approved, the City Recorder presented to the City Council an affidavit evidencing the giving of public notice of the agenda, date, time and place of the May 19, 2022 regular public meeting of the City Council in compliance with the requirements of applicable Utah law. The affidavit was ordered recorded in the minutes of the meeting and is as follows:

STATE OF UTAH)
)
COUNTY OF CACHE)

I, the undersigned, the duly qualified and acting City Recorder of Hyrum City, Utah (the *"City"*), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave public notice of the agenda, date, time and place of the May 19, 2022, regular public meeting held by the City Council of the City, by:

(a) causing a Notice of Public Meeting to be posted at the principal office of the Board on May __, 2022, at least twenty-four (24) hours before the convening of the meeting, in the form attached hereto, said such Notice of Public Meeting having continuously remained so posted and available for public inspection during the regular office hours of the Board until the convening of the meeting;

(b) causing a copy of the Notice of Public Meeting in the form attached hereto to be provided on May __, 2022, at least twenty-four (24) hours before the convening of the meeting, to _____ a newspaper of general circulation within the geographic jurisdiction of the City; and

(c) causing a Notice of Public Meeting, in the form attached hereto, to be posted on May __, 2022 on the Utah Open Public Notice Website at least twenty-four (24) hours before the convening of the meeting.

In Witness Whereof, I have hereunto subscribed my official signature and impressed hereon the official seal of the City, this 19th day of May, 2022.

_____
City Recorder
Hyrum City, Utah

[SEAL]

[Attach Notice of Public Meeting]

As required by Section 52-4-203, Utah Code Annotated 1953, as amended, written minutes and a recording of this meeting are being kept.

The following resolution was then introduced in written form and pursuant to motion duly made and seconded, was adopted and approved by the following vote:

Aye: Councilmember _____

Councilmember _____

Councilmember _____

Councilmember _____

Councilmember _____

Nay: _____

The resolution was thereupon signed by the Mayor, was attested and countersigned by the City Recorder and was ordered recorded in the official records of the City. The resolution is as follows:

DRAFT
5/13/22

CAPACITY PURCHASE AGREEMENT

by and between

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

and

HYRUM CITY, UTAH

Dated as of May 1, 2022

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CAPACITY PURCHASE AGREEMENT

This Capacity Purchase Agreement is made and entered into as of May 1, 2022 (this *"Agreement"*), by and between the Utah Associated Municipal Power Systems, an energy services interlocal entity and a political subdivisions of the State (*"UAMPS"*), and Hyrum City, Utah, a municipal corporation and a political subdivision of the State (the *"City"*). UAMPS and the City are sometimes referred to individually herein as a *"party"* and collectively as the *"parties."*

RECITALS*

WHEREAS, the City owns and operates the System, provides electric utility services to customers located within its established service area and is authorized pursuant to law to construct, operate and contract for the capacity and service of facilities that provide generation, transmission and related services;

WHEREAS, the City requires additional generating capacity to enable it to continue to provide safe, reliable and economical electric services to the customers served by the System and has received a proposal from Wheeler Machinery Co. (*"Wheeler"*) for the "Hyrum City Power West Point Sub 7.857 MW Generation Facility" dated February 25, 2022 (the *"Proposal"*) for the construction and equipping of a electric generation facility consisting of three Caterpillar G3520 Natural Gas generator sets and related improvements (as more fully described herein, the *"Project"*);

WHEREAS, the City is a member of UAMPS and has requested that UAMPS, through its Member Services Project, own, construct, acquire and finance the Cost of Construction of the Project and sell the capacity, output and services of the Project to the City pursuant to this Agreement;

WHEREAS, in furtherance of the Project, UAMPS will (a) enter into the Procurement and Construction Agreement with Wheeler providing for the acquisition and construction of various components of the Project and (b) pursuant to this Agreement will contract with the City for the acquisition and construction of the remaining components necessary to complete the Project and for the operation and maintenance of the Project after its completion;

WHEREAS, the City has found and determined that the Project will enhance, improve and extend that capability, reliability and services of the System for the use and benefit of customers located within its electric service area established by law, and the Capacity Payments and other amounts payable by the City under this Agreement are payable solely from the rates, charges or revenues derived from the System and are not secured by the full faith and credit or the taxing power of the City, the State or any political subdivision;

---

* Capitalized terms used but not defined in the Recitals have the meanings assigned such terms in Section 1.1.

WHEREAS, the execution, delivery and performance of this Agreement by UAMPS and the City has been duly authorized and approved by all necessary action of their respective governing bodies; and

NOW, THEREFORE, in consideration of the premises and the respective representations, covenants and agreements hereinafter contained, the parties hereto do mutually promise, covenant and agree as follows:

ARTICLE I

DEFINITIONS AND REPRESENTATIONS

Section 1.1. Definitions. In addition to the terms defined in the preamble and recitals, the following terms shall have the following meanings in this Agreement:

"Act" means the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended.

"Agreement" means this Capacity Purchase Agreement dated, as of May 1, 2022, between UAMPS and the City, and shall include any and all amendments and supplements hereto hereafter made in conformity herewith and with the Bond Documents.

"Authorized Representative" means, (i) in the case of UAMPS, its Chief Executive Officer thereof, or any officers, employees, contractors or other agents of UAMPS authorized to perform specific acts or to discharge specific duties and (ii) in the case of the City, its Mayor and those officers or employees authorized to act pursuant to letters of authority issued from time to time by the Mayor and delivered to UAMPS.

"Bond Counsel" means Chapman and Cutler LLP or any other nationally-recognized bond counsel selected by UAMPS and approved by UAMPS.

"Bond Documents" means (a) the resolution adopted by UAMPS on May 18, 2022 authorizing the execution of the Project Agreements and the issuance of the Bonds to finance the costs of the Project, (b) all resolutions supplemental to such resolution and a certificate of determination of the City under such resolution, (c) the Bonds, (d) any contract or agreement between UAMPS and the Lender and (e) the Tax Certificate.

"Bond Fund" means the Bond Fund established by the Bond Documents.

"Bonds" means the bonds, notes or other debt obligations issued or incurred by UAMPS pursuant to the Bond Documents to finance the costs of the Project.

"Capacity Payment" means the amounts payable by the City for the purchase of the Project Capacity pursuant to this Agreement as shall be set forth on Schedule I.

"Code" means the Internal Revenue Code of 1986, as amended, and the U.S. Treasury Regulations thereunder.

"Cost of Construction" means all costs of acquiring, installing and/or constructing the Project or any portion thereof to completion and operation, which costs shall include but shall not be limited to (i) all costs of environmental review, engineering and architectural services with respect to the Project or any portion thereof, including the cost of design, test borings, surveys, estimates, plans and specifications and for supervising construction, as well as for the performance of all other duties required by or consequent upon the proper installation and/or construction of, and the making of alterations, renovations, additions and improvements in connection with, the completion, operation and/or energization of the Project or any portion thereof; (ii) all costs paid or incurred for labor, materials, services, supplies, machinery, equipment and other expenses and to construction managers, contractors, suppliers, builders and materialmen in connection with the acquisition, installation and/or construction of the Project or any portion thereof; and (iii) all costs which are required to be paid, under the terms of any contract or contracts, for the acquisition or construction of the Project or any portion thereof, including under the Procurement and Construction Agreement.

"Event of Default" under the Bond Documents has the meaning specified in Section 5.1.

"Impositions" has the meaning assigned to such term in Section 3.5.

"Legal Requirements" has the meaning assigned to such term in Section 3.6.

"Lender" means the purchaser of the Bonds.

"Lien" has the meaning assigned to such term in Section 3.8.

"Loss Event" has the meaning assigned to such term in Section 3.7.

"Operating Expenses" means all actual operation and maintenance expenses costs of the System incurred by the City for maintaining and operating the System, calculated in accordance with generally accepted accounting principles used by the City consistently applied, including: (a) costs of purchased or generated power and energy; (b) costs of fuel, water, and other commodities; (c) costs of transmission and interconnection services, including the amounts payable by the City under this Agreement; (d) expenses of maintenance, repair, billing and collection, and other expenses incurred to maintain and preserve the System in good repair and working order; and (e) the administrative costs of the City relating to the System, including salaries and wages of employees, payments to employees retirement and benefit systems, overhead, taxes (if any), fees of auditors, accountants, attorneys, engineers, or other consultants, insurance premiums and all other reasonable and necessary costs of the City or charges required to be paid by it relating to the System; *provided that* Operating Expense do not include: (i) depreciation, replacement and obsolescence charges or reserves therefor, (ii) amortization of intangibles or other bookkeeping entries of a similar nature, (iii) costs of capital additions, replacements, betterments, extensions or improvements to the System that under generally accepted accounting principles are chargeable to a capital account or to a reserve for depreciation, (iv) payments in lieu of taxes and transfers to the

general fund of the City, (v) charges for the payment of any bonds or other debt obligations payable from the Revenues of the System and (vi) the Capacity Payments payable by the City under this Agreement.

"Permitted Encumbrances" means, as of any particular time,

(a) this Agreement and the Bond Documents;

(b) liens for real estate taxes, assessments, levies and other governmental charges, the payment of which is not in default;

(c) utility, access and other easements and rights-of-way, restrictions and exceptions that an Authorized Representative of the City certifies to UAMPS will not interfere with or impair the City's use of the Project as provided in this Agreement;

(d) such minor defects, irregularities, encumbrances, easements, rights-of-way (including agreements with any railroad the purpose of which is to service a railroad siding) and clouds on title as normally exist with respect to property similar in character to the Project and as do not, either singly or in the aggregate, materially impair the value or use of the property affected thereby for the purpose for which it was acquired and held by UAMPS under this Agreement; and

(e) any mechanics', workmen's, repairmen's, materialmen's, contractors', warehousemen's, carriers', suppliers' or vendors' lien or right in respect thereof if payment is not yet due and payable, all if and to the extent permitted by Section 3.8 of this Agreement.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government, any agency or political subdivision thereof or any other entity.

"Procurement and Construction Agreement" means the Power Generation and Balance of Plant Agreement dated _____ 2022 between UAMPS and Wheeler.

"Project" means the Project described in Exhibit A to this Agreement.

"Project Agreements" means this Agreement, the Procurement and Construction Agreement and any other contract or agreement entered into by UAMPS with respect to the acquisition, construction, operation and maintenance of the Project.

"Project Capacity" means all of the generating capacity, services and benefits of the Project.

"Project Information" has the meaning assigned to such term in Section 7.12.

"Project Fund" means the Project Fund established in the Bond Documents.

"Redemption Price" means, with respect to any Bond or a portion thereof, the principal amount thereof to be purchased, prepaid or redeemed in whole or in part, plus the applicable premium, if any, payable upon the purchase, prepayment or redemption thereof pursuant to such Bond or the Bond Documents.

"Reserve Fund" means any reserve fund established by the Bond Documents for payment of principal and interest on the Bonds or any other fees and expenses that are due and payable under the Bond Documents and any other costs related thereto.

"Revenues" means all income, revenues and moneys received, receivable or otherwise derived by the City from the ownership or operation of the System determined in accordance with generally accepted accounting principles consistently applied, including (a) all amounts received from the rates, fees and charges imposed for the capacity, energy and services provided by the System to retail consumers, and (b) all amounts received from the sale, remarketing or other disposition at wholesale of capacity, energy or other services; *provided that* the following items are not Revenues: (i) connection fees and other specific charges collected for the purpose of paying or reimbursing the cost of specific facilities; (ii) customers' deposits or any other deposits subject to refund until such deposits have become the property of the City; (iii) grants which are restricted by the grantor for a specific purpose and are not available for general purposes of the System; and (iv) the net proceeds of eminent domain proceedings and casualty insurance maintained by the City with respect to the System to the extent such proceeds are not promptly applied to the repair or replacement of the System.

"State" means the State of Utah.

"System" means the complete municipal electric utility system of the City including, but not limited to, all facilities, works, properties and structures for the generation, transmission and distribution of electricity, including: (a) all contractual rights to electric capacity, energy and ancillary and related services; (b) transmission capacity and service; (c) all real property, including easements, rights-of-way necessary or convenient in connection with the System; (d) all licenses permits and approvals necessary for the operation of the System; and (e) all additions, betterments, extensions and improvements to the System hereafter acquired or constructed.

"Tax Certificate" means the Tax Exemption Certificate and Agreement of UAMPS with respect to the Bonds.

"UAMPS Indemnified Parties" means, collectively, UAMPS and its elected or appointed officials, employees, or agents.

Section 1.2. Construction. In this Agreement, unless the context otherwise requires:

(a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the date of the execution and delivery of this Agreement.

(b) Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number means and include the plural number and vice versa.

(c) Words importing persons include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All accounting terms not otherwise defined herein shall have the meanings in accordance with generally accepted accounting principles in the United States of America in effect from time to time as applicable to UAMPS and the City.

(f) References herein to Articles, Sections, Exhibits and Schedules refer to the Articles, Sections, Exhibits and Schedules of this Agreement unless the context clearly requires otherwise. References herein to an Article number (e.g., Article IV) or a Section number (*e.g.,* Section 6.2) shall be construed to be a reference to the designated Article number or Section number hereof unless the context or use clearly indicates another or different meaning or intent.

(g) The use herein of the word "include" or "including," when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest scope of such general statement, term or matter.

Section 1.3. Representations and Warranties by UAMPS. UAMPS makes the following representations and warranties:

(a) UAMPS is duly organized and existing under the laws of the State, and it is authorized and empowered to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) This Agreement constitutes the legal, valid and binding obligation of UAMPS enforceable against UAMPS in accordance with its terms, except to the extent that the enforceability of this agreement may be limited by bankruptcy, moratorium or insolvency or other laws affecting creditors' rights generally and subject to general rules of equity (regardless of whether such enforceability is considered in an action at law or a proceeding in equity).

(c) There is no action, suit or proceeding before or pending or, to the best knowledge of UAMPS, threatened against UAMPS, by or before any court, public board, public body, administrative agency or arbitration board wherein an unfavorable decision, ruling or finding

would adversely affect the transactions contemplated hereby or by the Project Agreements or the Bond Documents, or which, in any way, would adversely affect the validity of the Bonds, the Bond Documents, the Project Agreements or this Agreement.

(d) The execution, delivery and performance of this Agreement and the consummation of the transactions herein contemplated have been duly authorized by all requisite action on the part of UAMPS and will not violate or conflict with any provision of State law or any order of any court or agency of government or any agreement or other instrument to which UAMPS is a party or by which it or any of its property is subject or bound, or be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any agreement or other instrument or result in the imposition of any Lien, of any nature whatsoever other than Permitted Encumbrances.

(e) All consents, approvals or authorizations, if any, of any governmental authority required on the part of UAMPS in connection with the execution and delivery of this Agreement have been duly obtained.

(f) UAMPS is authorized and empowered by law to (i) acquire, construct, equip, install, energize and operate the Project, (ii) appoint the City as its agent in connection with the acquisition, construction, equipping, installation and operation of the Project, (iii) sell the Project Capacity to the City pursuant to this Agreement, (iv) finance the Project through the issuance of the Bonds pursuant to the Bond Documents, and (v) take all actions necessary or convenient in connection with the foregoing.

Section 1.4. Representations and Warranties by the City. The City makes the following representations and warranties:

(a) The City is duly organized and existing under the laws of the State, and it is authorized and empowered to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) This Agreement constitutes the legal, valid and binding obligation of the City enforceable against the City in accordance with its terms, except to the extent that the enforceability of this Agreement is qualified by (i) limitations imposed by bankruptcy laws of the United States or insolvency, reorganization, arrangement, moratorium or other laws relating to or affecting the enforcement of creditors' rights generally, (ii) general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law and (iii) the exercise of judicial discretion in appropriate cases.

(c) There is no action, suit or proceeding pending or to the knowledge of the City threatened against the City by or before any court, public board, public body, administrative agency or arbitration board that would materially adversely affect the ability of the City to perform its obligations under this Agreement and all authorizations, consents and approvals of governmental bodies or agencies required to be obtained by the City as of the date hereof in connection with the execution and delivery of this Agreement or in connection with the performance of the obligations of the City hereunder have been obtained.

(d) The execution, delivery and performance of this Agreement and the consummation of the transactions herein contemplated have been duly authorized by all requisite action on the part of the City and will not violate or conflict with any provision of law or any order of any court or agency of government or any agreement or other instrument to which the City is a party or by which it or any of its property is subject or bound, or be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any such agreement or other instrument or result in the imposition of any Lien of any nature whatsoever other than Permitted Encumbrances.

(e) All consents, approvals or authorizations, if any, of any governmental authority required on the part of the City in connection with the execution and delivery of this Agreement have been duly obtained.

(f) The City is authorized and empowered by law to (i) own and operate the System, (ii) acquire, construct, equip, install, energize and operate the Project as the agent of UAMPS, (iii) purchase the Project Capacity from UAMPS pursuant to this Agreement, (iv) pay the Capacity Payments and the other amounts payable by the City under this Agreement, provided that the Capacity Payments and such other amounts shall be payable solely from the Revenues of the System as provided herein, and (v) take all actions necessary or convenient in connection with the foregoing.

(g) No Event of Default, and no event that with the giving of notice or the passage of time, or both, would constitute an Event of Default, has occurred and is continuing.

ARTICLE II

PURCHASE AND SALE OF PROJECT CAPACITY; FINANCING OF THE PROJECT

Section 2.1. Purchase and Sale of Project Capacity. (a) UAMPS has all legal rights of title and ownership of the Project. UAMPS hereby sells to the City and the City hereby purchases from UAMPS, the Project Capacity, for and during the term herein provided and upon and subject to the terms and conditions herein set forth. UAMPS hereby delivers to the City and the City hereby accepts sole and exclusive possession of the Project.

(b) The City shall assure that, during the term of this Agreement, the rights to and interests in the land on which or above which the Project is located shall be sufficient, if applicable, for the design, installation, construction, testing and energization of the Project and for the operation and continued allowed existence of the Project after construction.

(c) UAMPS covenants and agrees not to sell, convey, transfer, lease, mortgage or encumber the Project or any portion thereof except as specifically permitted under this Agreement.

Section 2.2. Contract Term. The term of this Agreement shall commence as of May 1, 2022 and shall, subject to Section 6.2, expire on the date on which the City has paid all of the Capacity Payments and the other amounts payable by the City hereunder.

Section 2.3. Payment Provisions, Pledge of Capacity Payments. (a) The City covenants to make Capacity Payments in the amounts and at the times as shall be set forth on Schedule I. UAMPS agrees that such Capacity Payments shall be deposited directly in the Bond Fund.

(b) The City shall pay, as additional amounts payable hereunder, all Impositions, as defined in and in accordance with the provisions of Section 3.5 hereof. If the City fails to pay any Imposition except as permitted by Section 3.5, UAMPS may make such payment and the City shall reimburse UAMPS therefor in accordance with Section 2.3(c).

(c) In the event the City should fail to make or cause to be made any of the payments required under the foregoing provisions of this Section, the amount not so paid shall continue as an obligation of the City until the amount not so paid shall have been fully paid with interest on such overdue amount until the date of payment at an interest rate per annum equal to the "WSJ Prime Rate" published in *The Wall Street Journal*.

(d) The City shall have the option to prepay its Capacity Payment obligations and to exercise its option to purchase the Project at the times and in the manner provided in Article VI hereof.

(e) Pursuant to the Bond Documents UAMPS will pledge and assign as security for the Bonds all of UAMPS' right, title and interest in the Capacity Payments payable hereunder. The City hereby consents to the above-described pledge, assignment and security interest.

(f) The parties agree that any amounts remaining in the Bond Fund upon expiration or earlier termination of the Contract Term after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Bond Documents) and any expenses in accordance with the Bond Documents shall belong to and be paid to the City as overpayment of Capacity Payments.

Section 2.4. Special and Limited Obligation of the City. (a) The obligation of the City to pay the Capacity Payments and all other payments provided for in this Agreement and to operate and maintain the Project in accordance with Article III shall in each case be (i) a special and limited obligation of the City, payable solely from the Revenues of the System, and (ii) subject to the preceding clause, absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim or deduction and without any rights of suspension, deferment, diminution or reduction it might otherwise have against UAMPS, and the obligation of the City shall arise and continue whether or not the Project is completed, operating or operable or its use is curtailed, suspended or terminated.

(b) The City agrees to make all payments required under this Agreement as an item of the Operating Expenses of the System; *provided that* in the event that the City issues bonds, notes or other debt obligations that are payable from and secured by a pledge of the Revenues of the System (*"Revenue Bonds"*), the City may provide in the resolution, ordinance, indenture or other instrument pursuant to which such Revenue Bonds are issued that the Capacity Payments payable hereunder shall be paid on a parity basis (*i.e.,* equally and ratably) with the debt service payments

on such Revenue Bonds. The City agrees to provide to UAMPS a substantially final draft of the instrument pursuant to which such Revenue Bonds are to be issued for review and comment.

(c) THE CITY'S OBLIGATIONS HEREUNDER SHALL BE PAYABLE SOLELY FROM THE REVENUES OF THE SYSTEM AS A COST OF ELECRIC GENERATION CAPACITY AND SERVICE THAT IS NECESSARY AND USEFUL IN THE OPERATION OF THE SYSTEM. SUCH OBLIGATIONS ARE NOT, NOR SHALL THEY BE CONSTRUED TO BE, GENERAL OBLIGATIONS OF THE CITY OR THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, NOR ARE SUCH OBLIGATIONS INTENDED TO BE, OR ARE THEY SECURED BY, THE FULL FAITH AND CREDIT OR THE TAXING POWER OF THE CITY OR THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. THIS AGREEMENT SHALL NOT CONSTITUTE AN INDEBTEDNESS, GENERAL OBLIGATION OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION OF THE STATE WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION. THIS AGREEMENT IS NOT AND SHALL NOT BE CONSTRUED TO BE A LENDING OR A DONATION OF THE CREDIT OF THE CITY FOR ANY PURPOSE WHATSOEVER.

Section 2.5. Financing of the Project. (a) UAMPS agrees to issue the Bonds pursuant to the Bond Documents to finance the Cost of the Construction of the Project. The parties acknowledge that the "Consideration Payment" payable under (and as such term is defined in) the Procurement and Construction is the largest component of the Cost of Construction and is not payable until such time as the commissioning of the Project has been completed. The parties agree to consult with one another and to solicit the advice of UAMPS' municipal advisor with respect to the timing for the issuance of the Bonds.

(b) At the request of the City, UAMPS will include in the Cost of Construction to be financed with the Bonds such amounts as are necessary to pay or reimburse the City for the costs of the acquisition, construction and installation of those components of the Project that are within the City's responsibility under Article III and as shown on Exhibit A, as the same may be revised from time to time as provided herein.

(c) UAMPS anticipates that the Bonds will be sold in a direct purchase transaction with a Lender selected through a request for proposals process. UAMPS and its municipal advisor expect to solicit proposals to purchase the Bonds from at least three prospective Lenders. UAMPS agrees to review all such proposals with the City and to select a Lender that is mutually agreeable to UAMPS and the City. Upon the selection of the Lender and the determination of the debt service requirements of the Bonds, UAMPS shall prepare and submit a completed Schedule I to the City setting forth the Capacity Payments payable under this Agreement.

(d) The City agrees to cooperate with UAMPS in connection with the financing of the Project and to provide such information as may necessary or desirable in connection with any request for proposals or as may be requested by a prospective Lender. The City further agrees to (i) execute and deliver a certificate of determination approving the final terms and provisions of the Bonds and Schedule I to this Agreement, (ii) provide such certificates and legal opinions as may be required in connection with the closing of the sale of the Bonds and (iii) provide such continuing information during the term of the Bonds, including budgets, financial statements and operating information with respect to the System, as may be required under the Bond Documents.

(e) THE BONDS, TOGETHER WITH THE INTEREST THEREON, ARE SPECIAL LIMITED OBLIGATIONS OF UAMPS PAYABLE SOLELY FROM THE CAPACITY PAYMENTS PAYABLE BY THE CITY UNDER THIS AGREEMENT. THE OBLIGATION OF UAMPS TO PAY THE BONDS IS A SPECIAL AND LIMITED OBLIGATION PAYABLE SOLELY FROM THE CAPACITY PAYMENTS, AND THE BONDS SHALL NOT BE PAYABLE FROM AND SHALL HAVE NO CLAIM ON THE REVENUES OR ASSETS OF ANY OTHER PROJECT OF UAMPS. THE BONDS SHALL NOT CONSTITUTE A DEBT OR PLEDGE OF THE FULL FAITH AND CREDIT OR TAXING POWER OF THE STATE, THE CITY OR ANY POLITICAL SUBDIVISION OF THE STATE OR A LOAN OF THE CREDIT OF ANY OF THE FOREGOING WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF UAMPS, THE STATE, THE CITY OR ANY POLITICAL SUBDIVISION OF THE STATE. NO OWNER OF ANY BONDS SHALL HAVE THE RIGHT TO COMPEL ANY EXERCISE OF TAXING POWER OF THE STATE, THE CITY OR ANY POLITICAL SUBDIVISION OF THE STATE TO PAY THE BONDS OR THE INTEREST THEREON. THIS AGREEMENT IS NOT AND SHALL NOT BE CONSTRUED TO BE A LENDING OR A DONATION OF THE CREDIT OF UAMPS FOR ANY PURPOSE WHATSOEVER.

ARTICLE III

CONSTRUCTION, OPERATION AND MAINTENANCE OF THE PROJECT; IMPOSITIONS AND LEGAL REQUIREMENTS

Section 3.1. Construction of the Project. (a) The City hereby approves the terms and provisions of the Procurement and Construction Agreement and authorizes UAMPS to execute and deliver the Procurement and Construction Agreement on its behalf. UAMPS hereby appoints the City as its agent in connection with the acquisition and construction of the Project and, so long as no Event of Default has occurred hereunder, agrees to consult with the City with respect to all actions, decisions, directions and matters arising under the Procurement and Construction Agreement.

(b) The City, as the agent of UAMPS, agrees to cause the acquisition, construction and installation of those components of the Project for which it is responsible (as shown on Exhibit A) to be completed as soon as is reasonably practicable and in accordance with the terms of the Procurement and Construction Agreement, this Agreement and all applicable requirements of governmental authorities and law.

(c) The City and UAMPS may agree to change the description and specifications of the Project, and may add facilities, equipment and other capital items to the description of the Project, so long as such change or addition is mutually agreed to by the parties and does not substantially alter the nature of the Project; *provided that* (i) prior to making any such change or addition, UAMPS shall consult with Bond Counsel to ensure that such change or addition will not adversely affect the continued exemption from federal income taxation of interest on the Bonds, and (ii) any amendment of the description and specifications of the Project shall not entitle the City to any abatement or reduction in the Capacity Payments and other amounts payable by the City under this Agreement.

Section 3.2. Operation of the Project. (a) UAMPS hereby appoints the City as its agent in connection with the operation, maintenance, repair and replacement of the Project and, so long

as no Event of Default has occurred hereunder, authorizes the City to take all actions, make all decisions, give all directions and control all matters with respect to the operation, maintenance, repair and replacement of the Project. UAMPS shall have no control over, and no obligation with respect to, the Project, including the operation, maintenance, repair, replacement or use of the Project. The City shall be solely responsible for the procurement of fuel and other consumables necessary for the operation of the Project.

(b) The City will pay all costs of operating, maintaining, repairing and replacing the Project and will make all decisions regarding the operation or use of the Project.

(c) The City will hold, in its own name, all real property, easements, rights of way, and any other interests in land under the Project and UAMPS shall have no rights therein; *provided that* the City hereby grants an easement and license to UAMPS for the purpose of (i) inspecting the Project and monitoring the compliance by the City with its obligations under this Agreement and (ii) upon the occurrence and continuation of an Event of Default, taking the actions provided for in Section 5.2.

Section 3.3. Maintenance, Insurance, Alterations and Improvement. (a) During the term of this Agreement, the City will maintain the Project in the same manner in which the City maintains similar facilities that it owns and in accordance with accepted utility practice. The City may install any replacements, or perform renewals and repairs to the Project that it deems necessary or desirable (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen). UAMPS shall be under no obligation to replace, service, test, adjust, erect, maintain or effect replacements or perform renewals or repairs of the Project, to effect the replacement of any inadequate, obsolete, worn-out or unsuitable parts of the Project, or to furnish any services for the Project, and the City hereby agrees to assume full responsibility therefor.

(b) The City will procure and maintain insurance on the Project consistent with the insurance it maintains on and with respect to the System pursuant to Section 4.6.

(c) The City may make such alterations of or additions to the Project or any portion thereof from time to time as it in its discretion may determine to be desirable for its uses and purposes, and such alterations or additions shall constitute a part of the Project. The City may install or permit to be installed, machinery, equipment and other personal property and fixtures on the Project and may replace Project components with other property.

(d) Except as otherwise provided in Section 3.8, unless UAMPS shall consent thereto in writing, the City shall not create, permit or suffer to exist any Lien against the Project or any portion thereof, or the interest of the City in the Project or this Agreement except for Permitted Encumbrances.

Section 3.4. Removal of Obsolete Portions of the Project; Sale of Portions of a Project. (a) The City may remove from the Project and sell, assign or otherwise dispose of any portion of the Project which is obsolete, worn-out or no longer usable for the purpose for which such portion had originally been acquired (including from a Loss Event), *provided* that this Agreement shall remain valid, binding and enforceable following such removal. The City shall be required to

deposit in the Bond Fund or otherwise pay to UAMPS any amounts received by the City from such sale, assignment or disposition, which amounts will be credited against the Capacity Payments next payable by the City. Upon removal by the City of a portion of the Project which is obsolete, worn-out or no longer usable for the purpose for which such portion had originally been acquired, the City may notify UAMPS that such property no longer constitutes part of the Project and effective upon such notice the definition of the Project will be deemed to be so amended.

(b) The City may remove from the Project and sell, assign or otherwise dispose of any portion of the Project which is not obsolete, worn-out or no longer usable for the purpose for which such portion had originally been acquired (including from a Loss Event), *provided that* (i) this Agreement shall remain valid, binding and enforceable following such removal and (ii) the City shall deposit in the Bond Fund any funds received by it from the sale or other disposition of such removed property for use first as prepayment of Capacity Payments thereafter coming due and second, if no such Capacity Payments are to come due, as directed in the Bond Documents.

(c) The removal from the Project of any property under this Section shall not entitle the City to any abatement or reduction in the Capacity Payments and other amounts payable by the City under this Agreement. The rights provided to the City under this Section are in addition to the option of the City to purchase the Project or portions thereof under Section 6.1.

Section 3.5. Taxes, Assessments and Governmental Charges. The City shall pay when the same shall become due all taxes and assessments, general and specific, if any, levied and assessed upon or against the Project, this Agreement, any estate or interest of UAMPS or the City in the Project or transfer of such estate or interest, or the Capacity Payments hereunder during the term of this Agreement, and all assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen, ordinary or extraordinary, under any present or future law, and charges for public or private utilities or other charges incurred in the occupancy, use, operation, maintenance or upkeep of the Project, all of which are herein called *"Impositions."* The Capacity Payments set forth on Schedule I do not include an element intended to cover the cost of Impositions that may be levied and assessed upon or against the Project. Any such Impositions shall be the City's obligation and paid as additional amounts payable in accordance with Section 2.3(b). UAMPS shall promptly forward to the City any notice, bill or other statement received by UAMPS concerning any Imposition. The City may pay any Imposition in installments if so payable by law, whether or not interest accrues on the unpaid balance. The City may contest in good faith the validity, existence or applicability of any Imposition. Notwithstanding anything herein to the contrary, the City may withhold payment of such Imposition during such contest so long as the failure to pay such Imposition does not adversely affect the validity and enforceability of this Agreement or the other obligations of the City hereunder. At the request of the City, UAMPS shall pay an Imposition, but only to the extent that the City provides funds to UAMPS to make such payment. Any refund of an Imposition shall belong to the City and UAMPS shall promptly pay over any refund of an Imposition received by it to the City.

Section 3.6. Compliance with Law. The City agrees that it will, throughout the term of this Agreement and at its sole cost and expense, operate and maintain the Project in compliance, in all material respects, with all federal, state and local statutes, codes, laws, acts, ordinances, orders, judgments, decrees, rules, regulations and authorizations, whether foreseen or unforeseen,

ordinary or extraordinary, which shall now or at any time hereafter be binding upon or applicable to the Project or the City's operation and maintenance of the Project or any portion thereof (including without limitation those relating to zoning, land use, environmental protection, air, water and land pollution, toxic wastes, hazardous wastes, solid wastes, wetlands, health, safety, equal opportunity, minimum wages, and employment practices) (the *"Legal Requirements"*), and will observe and comply with all conditions, requirements, and schedules necessary to preserve and extend all rights, licenses, permits (including, without limitation, zoning variances, special exception and non-conforming uses), privileges, franchises and concessions in connection with the operation and maintenance of the Project or any portion thereof. The City may in good faith contest the validity or applicability of any Legal Requirement. Notwithstanding anything herein to the contrary, the City may withhold compliance with such Legal Requirement during such contest so long as such noncompliance does not adversely affect the validity and enforceability of this Agreement or the other obligations of the City hereunder.

Section 3.7. Damage, Destruction and Condemnation. (a) In the event that at any time during the term of this Agreement the whole or portion of the Project shall be damaged or destroyed, or taken or condemned by a competent authority for any public use or purpose, or by agreement between UAMPS and those authorized to exercise such right, or if the temporary use of the Project or any portion thereof shall be so taken by condemnation or agreement (a *"Loss Event"*):

(i) UAMPS shall have no obligation to rebuild, replace, repair or restore the Project,

(ii) there shall be no abatement, postponement or reduction in the Capacity Payments or other amounts payable by the City under this Agreement, and

(iii) the City will promptly give written notice to UAMPS of any Loss Event of greater than $500,000 or any Loss Event that will permanently result in a loss of use of the Project, which notice shall generally describe the nature and extent of such Loss Event.

(b) The City shall not be obligated to rebuild, replace, repair or restore the Project or any portion thereof or purchase the Project or any portion thereof following a Loss Event so long as this Agreement shall remain valid, binding and enforceable on the City following such Loss Event. If the City elects to rebuild, replace, repair or restore the Project or any portion thereof following a Loss Event, it shall do so with funds other than funds provided or otherwise derived under this Agreement.

(c) Any proceeds of insurance or condemnation awards or recoveries of claims against contractors (or an amount equal to such proceeds, awards or recoveries) received by UAMPS or the City shall be, as directed by the City, deposited into the Project Fund or the Bond Fund for use to pay or reimburse the costs of rebuilding, replacing, repairing or restoring the related portions of the Project, for the prepayment of Capacity Payments thereafter coming due, or as may otherwise be permitted in the Bond Documents; provided, however, that, if the foregoing proceeds (or amounts equal thereto) are received by the City in respect of facilities that were a part of the Project when the damage or the basis for the claim originally arose but which facilities were subsequently

removed from the definition of the Project, any proceeds (or amounts equal to such proceeds) received by the City shall be retained by the City as its own funds.

Section 3.8. Discharge of Liens. (a) Except as permitted by Section 7.3, the City shall not sell, assign, encumber (other than Permitted Encumbrances), convey or otherwise dispose of its interest in the Project or any portion thereof during the term of this Agreement, without the prior written consent of UAMPS, and any purported disposition without such consent shall be void; if any lien, encumbrance or charge is filed or asserted, or any judgment, decree, order, levy or process of any court or governmental body is entered, made or issued or any claim (such liens, encumbrances, charges, judgments, decrees, orders, levies, processes and claims being herein collectively called *"Liens"*), whether or not valid, is made against the Project or any portion thereof or the interest therein of UAMPS or the City or against any of the Capacity Payments or other amounts payable under this Agreement or the interest of the City under this Agreement other than Liens for Impositions not yet payable, or payable without the addition of any fine, penalty, interest or cost for non-payment, Permitted Encumbrances, or Liens being contested as permitted by Section 3.8(b), the City forthwith upon receipt of notice of the filing, assertion, entry or issuance of such Lien (regardless of the source of such notice) shall give written notice thereof to UAMPS and take all action (including the payment of money and/or the securing of a bond) at its own cost and expense as may be necessary or appropriate to obtain the discharge in full thereof and to remove or nullify the basis therefor. Nothing contained in this Agreement shall be construed as constituting the express or implied consent to or permission of UAMPS for the performance of any labor or services or the furnishing of any materials that would give rise to any Lien against UAMPS' interest in the Project.

(b) So long as no Event of Default has occurred and is continuing hereunder, the City may at its sole expense contest by appropriate action conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any Lien.

(c) Notwithstanding the preceding paragraphs, the City shall not be required to discharge Liens against the interest of the City in the Project as long as this Agreement will remain valid, binding and enforceable. Nothing herein shall be construed as limiting the right of the City to use the generating capacity, output and services provided by the Project in connection with the operations of the System or to sell the capacity and output of the Project to third parties to the extent permitted by the Tax Certificate.

Section 3.9. Covenant of Quiet Enjoyment. So long as the City shall pay the Capacity Payments and all other sums payable by it under this Agreement and shall duly observe all the covenants, stipulations and agreements herein contained obligatory upon it and no Event of Default hereunder shall have occurred and be continuing, the City shall have, hold and enjoy, during the term hereof, peaceful, quiet and undisputed possession of the Project, and UAMPS (at the sole cost and expense of the City) shall from time to time take all necessary action to that end, subject to Permitted Encumbrances.

Section 3.10. No Warranty of Condition or Suitability. UAMPS HAS NOT AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, FITNESS, DESIGN, OPERATION OR WORKMANSHIP

OF THE PROJECT OR ANY PORTION THEREOF, THE FITNESS OF THE PROJECT FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE MATERIALS IN THE PROJECT, OR THE SUITABILITY OF THE PROJECT FOR THE PURPOSES OR NEEDS OF THE CITY OR THE EXTENT TO WHICH PROCEEDS DERIVED FROM THE SALE OF THE BONDS WILL BE SUFFICIENT TO PAY THE COST OF THE PROJECT. THE CITY IS SATISFIED THAT THE PROJECT IS SUITABLE AND FIT FOR ITS PURPOSES. UAMPS SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER TO THE CITY OR ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY THE PROPERTY OF THE PROJECT OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OF OPERATION THEREOF, OR THE REPAIR, SERVICE OR ADJUSTMENT THEREOF, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY SUCH MAINTENANCE, REPAIRS, SERVICE OR ADJUSTMENT, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED.

ARTICLE IV

COVENANTS AND AGREEMENTS OF THE CITY

Section 4.1. Compliance with Agreement. The City will punctually pay the Capacity Payments and the other amounts payable hereunder in strict conformity with the terms of this Agreement. The City will faithfully observe and perform all the agreements, conditions, covenants and terms contained herein required to be observed and performed by it, and will not terminate this Agreement for any cause whatsoever, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, condemnation of the Project by any governmental entity, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either or any failure of UAMPS to observe or perform any agreement, condition, covenant or term required to be observed and performed by it contained herein, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement.

Section 4.2. No Prior Liens on Revenues. The City covenants and agrees that it will not enter into any agreement, make any pledge, grant any lien or otherwise take any action with the effect that (i) except as permitted in Section 2.4(b), the Capacity Payments do not constitute items of Operating Expenses, (ii) the other amounts payable by the City hereunder do not constitute items of Operating Expenses or (iii) the Operating Expenses are not payable as a first charge on the Revenues.

Section 4.3. Against Sale or Other Disposition of Property. The City will not sell, lease, encumber or otherwise dispose of any System properties in any manner that would materially adversely affect the efficient and proper operation of the System or the Revenues to be produced by the operation of the System; *provided that* any real or personal property which has become nonoperative, obsolete or worn out or which is not needed for the efficient and proper operation of the System may be sold, exchanged or disposed of by the City.

Section 4.4. Maintenance and Operation of the System. (a) The City will maintain and preserve the System in good repair and working order at all times and will operate the System in

an efficient and economical manner and will pay all Operating Expenses of the System as they become due and payable.

(b) The City will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien on the Revenues, the System or any part thereof.

(c) The City will comply with, keep, observe and perform all agreements, conditions, covenants and terms, expressed or implied, required to be performed by it contained in all contracts for the use of the System and all other contracts affecting or involving the System to the extent that the City is a party thereto.

Section 4.5. Rates and Charges. (a) The City shall establish, fix, prescribe and collect rates and charges for the sale or use of the electric power and energy and related services provided by the System which, together with other available income, are reasonably expected to produce Revenues at least sufficient to pay in each fiscal year of the City all Operating Expenses of the System, the Capacity Payments and all other amounts payable by the City under this Agreement, and all other amounts payable out of the Revenues, including debt service on any Revenue Bonds issued by the City. The City will review such rates and charges from time to time, and upon any material change to the operations of circumstances of the System, and shall promptly revise such rates and charges as necessary to comply with the foregoing requirement.

(b) Except in connection with the receipt of federal or State funding, or as required by law or as a condition to the acquisition or operation of the Project or System, the City will not permit any part of the System, or any facility thereof, to be used, or taken advantage of, free of charge by any person, firm or corporation, or by any public agency (including the United States of America, the State of Utah and any public corporation, political subdivision, city, county, district or agency of any thereof).

(c) The City shall have in effect at all times rules and regulations (i) requiring all users of the electricity and other services provided by the System to pay the rates, fees and charges imposed by the City and (ii) providing for the billing and payment thereof.

Section 4.6. Insurance. (a) Subject to the condition that insurance is obtainable at reasonable prices and upon reasonable terms and conditions, the City will procure and maintain insurance on the System and the Project and public liability insurance in such amounts and against such risks as are usually insurable in connection with similar enterprises and are normally carries by municipalities and other public power systems in the operation of similar properties, *provided that* the City may in its discretion be a self-insurer of any risk. [To be discussed: All policies of insurance on the Project shall name UAMPS as an additional insured.]

(b) The City will secure and maintain adequate fidelity insurance or bonds on all officers and employees handling or responsible for the funds of the System.

Section 4.7. Books and Accounts. (a) The City will keep proper books of record and accounts of the System in accordance with generally applicable account principles as applied to the City in which complete and correct entries shall be made of all transactions relating to the

System and the Revenues. Such books of record and accounts shall at all times during normal business hours be subject to inspection by UAMPS or its representatives authorized in writing.

(b) UAMPS shall not be required to review or inspect, and shall not be deemed to have notice of, the contents of the books and records of the City.

Section 4.8. Protection of Security and Rights of UAMPS. The City will preserve and protect the security and the rights of UAMPS to the Capacity Payments hereunder and will warrant and defend such rights against all claims and demands of all persons.

Section 4.9. Payment of Taxes; Compliance with Governmental Regulations. The City will pay and discharge all taxes, assessments and other governmental charges, if any, which may hereafter be lawfully imposed upon the System or any part thereof or upon the Revenues when the same shall become due. The City will duly observe and conform with all valid regulations and requirements of any governmental authority relative to the operation of the System or any part thereof, but the City shall not be required to comply with any regulations or requirements so long as the validity or application thereof shall be contested in good faith.

Section 4.10. Expenses; Indemnity. (a) The City shall pay all reasonable costs and expenses of UAMPS incurred in connection with this Agreement.

(b) To the extent permitted by law, the City shall at all times protect, indemnify and hold the UAMPS Indemnified Parties harmless of, from and against

(i) all costs and expenses arising from or relating to compliance with environmental laws and regulations and orders of governmental agencies applicable to the Project or arising from or relating to mitigation, remediation, or abatement of environmental impacts,

(ii) any and all claims (whether in tort, contract or otherwise), demands, expenses (including reasonable attorneys fees) and liabilities for any loss, damage, injury and liability of every kind and nature and however caused, including any liability arising from failure to comply with applicable environmental laws, regulations or orders applicable to the Project, and

(iii) taxes of any kind and by whomsoever imposed on UAMPS in respect of the Project or the Bonds,

in each case arising from or relating to the Project or resulting from, arising out of, or in any way connected with the financing of the costs of the Project; *provided, however,* that the City shall have no indemnification obligation under this Section for any such costs, expenses, claims, demands, taxes or liabilities arising from the intentional misrepresentation or willful misconduct of UAMPS or the UAMPS Indemnified Parties. The indemnification set forth in this Section shall be binding upon the City for any and all claims, demands, expenses, liabilities and taxes set forth herein and shall survive the expiration or termination of this Agreement.

Section 4.11. Tax Covenants. (a) The City shall not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest on the Bonds to become includable in gross income for federal income tax purposes. To that end, the City hereby covenants that it will not take or fail to take any action that would cause the Bonds to be (a) "arbitrage bonds" within the meaning of Section 148 of the Code, (b) "private activity bonds" within the meaning of Section 141 of the Code, or (c) "federally guaranteed" within the meaning of Section 149(b) of the Code.

(b) Without limiting the generality of the foregoing paragraph, the City further covenants and agrees that:

(i) it will at all times comply with the provisions of the Tax Certificate and the rebate requirements contained in Section 148(f) of the Code;

(ii) no use will be made of the proceeds of the Bonds, or any funds or accounts of the City which may be deemed to be proceeds of the Bonds, pursuant to Section 148 of the Code and applicable regulations (proposed or promulgated) under which, if such use had been reasonably expected on the date of issuance of the Bonds, would have caused the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code;

(iii) it will not sell or dispose of the capacity and output of the System, including the Project, in such manner that such sale, disposition or use would cause the Bonds to be "private activity bonds" described in Section 141 of the Code or "arbitrage bonds" described in Section 148 of the Code; and

(iv) it will not take any action that will adversely affect the exemption from federal income taxation of interest on the Bonds, nor will it omit to take any action necessary to preserve the exclusion from federal gross income of interest on the Bonds.

Pursuant to these covenants, the City obligates itself to comply throughout the term of the Bonds with the requirements of Section 103 of the Code and the regulations proposed or promulgated thereunder.

(c) The City and UAMPS recognize that UAMPS is issuing the Bonds and has certain responsibilities related to the maintenance of the exemption from federal income taxation of interest on the Bonds. The City agrees that it will cooperate with and assist UAMPS (at the City's expense) in taking actions related to the Bonds.

(d) UAMPS will promptly notify the City if the Internal Revenue Service (the *"IRS"*) contacts UAMPS concerning the Bonds and will forward any written communications from the Internal Revenue Service concerning the Bonds to the City. In the case of any inquiries or requests from the Internal Revenue Service for information concerning the Bonds, the City will cooperate with UAMPS and take all reasonable actions requested by UAMPS (at the expense of the City) to respond to such inquiries in a timely fashion.

(e) UAMPS and the City recognize that the IRS or another regulatory entity may undertake an examination of the Bonds. In the event that UAMPS is notified of such an examination, UAMPS shall notify the City. UAMPS will (at the expense of the City) coordinate the defense of such examination and will determine if counsel should be hired and, if so, which counsel. Except to the extent that UAMPS determines that another party should undertake a response, UAMPS will be responsible for compiling answers to any information or document request that might be presented to it or the City in the course of any such examination. If an examination cannot be closed without a closing agreement, UAMPS will use reasonable efforts to reach an acceptable closing agreement with such regulatory agency and to obtain all required City and UAMPS approvals of such closing agreement.

(f) The IRS and other regulatory agencies may conduct compliance checks from time to time. As part of such compliance check, the IRS or another regulatory agency may send questionnaires to UAMPS or to the City. UAMPS will promptly advise the City concerning any such compliance check. UAMPS (at the expense of the City) will compile a response to any compliance check and may hire counsel to assist in the response to a compliance check. The City will advise UAMPS of any such compliance check promptly after receiving notice thereof.

(g) The City and UAMPS recognize that if there is a violation of the covenants of the City related to the maintenance of the tax exmption of interest on the Bonds or a violation of the covenants of the City related to the maintenance of the tax-exempt status of the Bonds, then UAMPS may be able to enter into a voluntary closing agreement with the IRS to preserve the favorable tax status of the Bonds. UAMPS will consult with the City with respect to whether a voluntary closing agreement is desirable and possible. UAMPS will be responsible for the negotiation of any voluntary closing agreement and may retain or consult with counsel in connection with any such negotiation. The City shall pay or reimburse UAMPS for any settlement amount and the costs and fees, including fees of counsel, incurred in obtaining such settlement.

Section 4.12. Further Assurances. The City will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such further acts, instruments, conveyances, transfers and assurances, including Uniform Commercial Code financing statements, if any, at the sole cost and expense of the City, as UAMPS deems reasonably necessary or advisable for the implementation, effectuation, correction, confirmation or perfection of this Agreement.

ARTICLE V

EVENTS OF DEFAULT; REMEDIES

Section 5.1. Events of Default. Any one or more of the following events shall constitute an "Event of Default" hereunder:

(a) Failure of the City to pay any Capacity Payment that has become due and payable by the terms of Section 2.3(a);

(b) Failure of the City to pay any amount due hereunder (other than under Section 2.3(a)) and continuance of such failure for thirty days after notice of such failure is given to the City by UAMPS; and

(c) bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, including proceedings under Title 11, Chapter 9, United States Code or other proceedings for relief under any federal or state bankruptcy law or similar law for the relief of debtors, are instituted by or against the City and, if instituted against the City, said proceedings are consented to or are not dismissed within thirty days after such institution.

Section 5.2. Remedies on Default. Whenever any Event of Default referred to in Section 5.1 hereof shall have occurred and be continuing, UAMPS, subject to the second succeeding paragraph of this Section, may take whatever action at law or in equity permitted by law to be taken against the City as may appear necessary or desirable to collect the amounts then due and thereafter to become due under this Agreement.

UAMPS, as owner of the Project, shall have the right to re-enter and take possession of the Project, to sell or lease the Project, to terminate this Agreement and to exclude the City from possession of the Project upon the occurrence of an Event of Default under this Agreement. No action taken pursuant to this Section shall, except as expressly provided herein, relieve the City from the City's obligations hereunder, all of which shall survive any such action.

Any amounts collected pursuant to action taken under this Section shall be deposit in the Bond Fund and applied in accordance with the provisions of the Bond Documents.

Section 5.3. Remedies Cumulative. The rights and remedies of UAMPS under this Agreement shall be cumulative and shall not exclude any other rights and remedies of UAMPS allowed by law or in equity with respect to any default under this Agreement. Failure by UAMPS to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon default by the City hereunder shall not be considered or taken as a waiver or relinquishment for the future of the right to insist upon and, to the extent permitted by law, to enforce by mandatory injunction, specific performance or other appropriate legal remedy strict compliance by the City with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such default by the City be continued or repeated.

Section 5.4. No Additional Waiver Implied by One Waiver. In the event any covenant or agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver shall be binding unless it is in writing and signed by the party making such waiver. No course of dealing between UAMPS and the City or any delay or omission on the part of UAMPS in exercising any rights hereunder shall operate as a waiver.

Section 5.5. Agreement to Pay Attorneys' Fees and Expenses. In the event the City should default under any of the provisions of this Agreement, and UAMPS should employ attorneys and/or incur other expenses for the collection of Capacity Payments or other amounts payable

hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the City herein contained, the City agrees that it will on demand therefor pay to UAMPS the reasonable fees and disbursements of such attorneys, and such other expenses so incurred, including fees and expenses on appeal.

ARTICLE VI

OPTIONS

Section 6.1. Options. (a) The City has the option, at any time and from time to time, to make advance Capacity Payments which, at the direction of the City, shall be deposited into the Bond Fund and held to make the next maturing scheduled payments of principal and interest on the Bonds or applied to redeem all or a portion of the Bonds, all in accordance with the terms of the Bond Documents. The City has the option, at any time and from time to time, to purchase all or any portion of the Project by making a purchase option payment equal to the amount necessary to purchase, redeem or prepay all or the applicable portion of the Bonds on the next purchase, redemption or prepayment date provided for in the Bond Documents. The City shall exercise its option to make such advance Capacity Payments or such purchase option by delivering a written notice of an Authorized Representative of the City to UAMPS setting forth (i) the amount of the advance Capacity Payment or purchase option payment, (ii) the principal amount of Bonds outstanding, if any, requested to be redeemed with such advance Capacity Payment or purchase option payment (which principal amount shall be in such minimum amount or integral multiple of such amount as shall be permitted in the Bond Documents), and (iii) the date on which such principal amount of Bonds are to be purchased, redeemed or prepaid as provided in the Bond Documents. Such advance Capacity Payment to be applied to redeem Bonds or to make any such purchase or prepayment option payment shall be paid in legal tender on or before the redemption, purchase or prepayment date and shall be an amount which, when added to the amount on deposit in the Bond Fund and available therefor, will be sufficient to pay the Redemption Price of the Bonds to be redeemed, together with interest to accrue on the Bonds to be redeemed to the date fixed for redemption, purchase or prepayment and all expenses of UAMPS (including reasonable fees and expenses of counsel to UAMPS) in connection with such redemption, purchase or prepayment. UAMPS agrees to take all actions required to be taken by it to effect such redemption, purchase or prepayment as and to the extent provided in the Bond Documents. After any purchase of a portion of the Project, the Capacity Payments payable pursuant to Section 2.3(a) may be reduced by the percentage equal to the percentage that the portion of the Project purchased is to the entire Project or by such other amount as may be agreed to by UAMPS and the City; *provided,* that the remaining amount of Capacity Payments payable may not be less than an amount sufficient to pay debt service on the Bonds when due.

(b) Nothing in this Section shall be deemed to require that the City exercise an option to purchase the Project or prepay the Capacity Payments, or any portion thereof, or in any way to limit the City's right to effect a change in the definition of the Project or the right of the parties hereto to agree to effect an amendment to the definition of the Project, as provided in Section 3.1(c).

Section 6.2. Termination of Agreement. After full payment of the Bonds or provision for the payment in full thereof having been made in accordance with the Bond Documents, the City may terminate this Agreement by paying all amounts due and payable under this Agreement and by giving UAMPS notice in writing of such termination and thereupon such termination shall forthwith become effective, subject, however, to the survival of the obligations of the City under Section 4.10.

Section 6.3. Conveyance of Title. At the closing of any purchase of the Project or any portion thereof pursuant to Article VI hereof, UAMPS will upon receipt of the purchase price deliver to the City good title to the property being purchased evidenced in writing by a bill of sale or other instrument of conveyance, as such property then exists, subject to the following: (i) those license and encumbrances (if any) to which said property was subject when conveyed to UAMPS; (ii) those Liens resulting from the failure of the City to perform or observe any of the agreements on its part contained in this Agreement; and (iii) Permitted Encumbrances other than this Agreement and the Bond Documents.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Bond Documents; Amendment. UAMPS shall have and may exercise all the rights, powers and authority granted to it in the Bond Documents, and may from time to time modify, amend or supplement the Bond Documents in accordance with the provisions thereof; *provided that* no change to the Bond Documents may increase the Capacity Payments payable by the City without its consent.

Section 7.2. Force Majeure. In case by reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then except as otherwise expressly provided in this Agreement, if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice (other than the obligations of the City to make payments required to be made hereunder), so far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed which shall include a reasonable time for the removal of the effect thereof, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of existing or impending strikes, lockouts or other industrial disturbances shall be entirely within the discretion of the party having the difficulty and that the above requirements that any force majeure shall be reasonably beyond the control of the party and shall be remedied with all reasonable dispatch shall be deemed to be fulfilled even though

such existing or impending strikes, lockouts and other industrial disturbances may not be settled but could have been settled by acceding to the demands of the opposing person or persons.

Section 7.3. Assignment or Sublease. The City may not assign, partially assign or transfer this Agreement or sublet the whole or any part of the Project without the written consent of UAMPS, which consent may require that the City shall remain liable to UAMPS for the payment of all Capacity Payments and other payments hereunder and for the full performance of all of the terms, covenants and conditions of this Agreement. The City shall furnish or cause to be furnished to UAMPS a copy of any such assignment, transfer or sublease in substantially final form not later than thirty days prior to the date of execution thereof, together with its request that UAMPS consent thereto. In connection with any such consent, UAMPS may require that any funds received by or on account of the City in connection with a sublease, assignment, partial assignment, or transfer in accordance with this Section be deposited into the Bond Fund and applied to the payment of the prepayment of the Capacity Payments.

Section 7.4. Amendments. This Agreement may be amended only by a written amendment signed by the parties.

Section 7.5. Notices. All notices, certificates or other communications hereunder shall be deemed sufficiently given if (a) mailed by United States certified mail, return receipt requested, postage prepaid, or (b) if sent by a nationally recognized overnight courier, or (c) delivered personally, addressed as follows:

(a) To UAMPS:

Utah Associated Municipal Power Systems
155 North 400 West, Suite 480
Salt Lake City, Utah 84103
Attention: _____

(b) To the City:

Hyrum City
Attention: _____
_____
Hyrum, Utah _____

In all cases, with a copy to:

City Attorney
Hyrum City
_____
Hyrum, Utah _____

UAMPS and the City may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, certificates or other communications to them shall be sent.

Any notice, certificate or other communication hereunder shall, except as may expressly be provided herein, be deemed to have been given or served two days after the date the same shall be deposited in the United States mail, postage prepaid, in the manner aforesaid or one day after the date that the same shall be deposited with a nationally recognized overnight courier or on the date of delivery or refusal thereof, if delivered personally.

Section 7.6. Severability. If any clause, provision or Section of this Agreement be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

Section 7.7. Inspection of Project. (a) Upon reasonable notice and with monitoring by the City, the City shall permit UAMPS and its agents or representatives to inspect the Project at all reasonable times during business days and business hours for the purpose of determining whether or not the City is in compliance with its obligations hereunder. UAMPS shall not have any duty to inspect the Project.

(b) Nothing in this Section or elsewhere in this Agreement shall imply any duty on the part of UAMPS to do any work, and performance thereof by UAMPS shall not constitute a waiver of the City's default in failing to perform the same.

Section 7.8. Effective Date; Counterparts. This Agreement shall become effective upon its execution and delivery. It may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.9. Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, UAMPS and the City and their respective successors and assigns. The Lender is hereby made an express third party beneficiary of this Agreement.

Section 7.10. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State, without reference to any choice of law doctrine that would result in the application of the laws of another state.

Section 7.11. Limited Recourse. (a) No recourse under any obligation, covenant or agreement of UAMPS contained in this Agreement shall be had against any appointed officials, employees, attorneys, contractors, and other agents of UAMPS, or any officer, official, agent or employee of the State or any department, board or agency of the foregoing, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that this Agreement is solely a limited obligation of UAMPS, payable solely from the Capacity Payments and receipts derived from payments made by the City pursuant to this Agreement, which revenues and receipts will be pledged and assigned under the Bond Documents for the payment of the Bonds. No personal liability whatever shall attach to or be incurred by the appointed officials, employees, attorneys, contractors, and other agents of UAMPS, or any officer, official, agent or employee of the State or any department, board or agency of the foregoing, or any of them under or by reason of any of the obligations, covenants or agreements of UAMPS contained in this Agreement, or implied therefrom, and that any and all personal liability for breaches by UAMPS of any of such obligations, covenants or agreements

either at common law or at equity, or by statute or constitution, of every such officer, director or employee, or any officer, official, agent or employee of the State or any department, board or agency of the foregoing, is hereby expressly waived as a condition of and in consideration for the execution of this Agreement; provided, however, that nothing in this Section shall relieve any of the foregoing persons or entities from any liability arising from his, her or its willful misconduct or intentional misrepresentation.

(b) Anything contained in this Agreement to the contrary notwithstanding, any obligation UAMPS may incur in connection with the undertaking of the Project for the payment of money shall not be deemed to constitute a debt or general obligation of UAMPS, the State or any political subdivision thereof, but shall be payable solely from the Capacity Payments and the other amounts payable by the City under this Agreement. No provision in this Agreement or any obligation herein imposed upon UAMPS, or the breach thereof, shall constitute or give rise to or impose upon UAMPS, the State or any political subdivision thereof a pecuniary liability or a charge upon its full faith and credit or taxing powers or any revenues of UAMPS other than the Capacity Payments and other amounts payable by the City under this Agreement.

Section 7.12. Information Security. (a) It is possible that information that is provided to UAMPS by the City or that comes into the possession of UAMPS as a result of its ownership of the Project during the performance of this Agreement, may contain critical and sensitive information about the Project. *"Project Information"* means information about the Project that is so designated at any time by the City in writing to UAMPS.

(b) The City hereby designates the following information as Project Information:

(i) Information describing the precise location (survey coordinates) of the Project;

(ii) Information relating to the design, operation, maintenance or construction of the Project;

(iii) Information describing schedules for the design, operation, maintenance or construction of the Project, and

(iv) Information describing engineering or security vulnerabilities.

Project Information excludes any of the foregoing information if it has otherwise been made available to the public by the City or with the City's consent.

(c) UAMPS may disseminate Project Information among officials, employees, attorneys, contractors, and other agents only as may be necessary in the performance of this Agreement. UAMPS shall, to the extent permitted by applicable law, including the Utah Government Records Access and Management Act, ensure that Project Information is not distributed, shared, or otherwise made accessible to others not involved in the performance of this Agreement other than with the prior consent of the City or pursuant to a valid final order or direction by a judicial, regulatory, administrative or other governmental body having jurisdiction thereof. If UAMPS is

requested to disclose any Project Information pursuant to a judicial, regulatory, administrative or other governmental process, UAMPS shall immediately notify the City. The City may thereupon defend against disclosure at the City's expense.

Section 7.13. No Broker. Each of the parties represents to the other that it has not dealt with any broker in connection with this transaction. If any claim is made by any broker who shall claim to have acted or dealt with the City or UAMPS in connection with this transaction, the City or UAMPS, as the case may be, will be responsible for payment of the brokerage commission, fee or other compensation to which such broker is entitled.

Section 7.14. Entire Agreement. This Agreement contains all the promises, agreements, conditions, inducements and understandings between UAMPS and the City relating to the Project and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, expressed or implied, between them other than as herein set forth.

Section 7.15. Date of Agreement for Reference Purposes Only. The date of this Agreement shall be for reference purposes only and shall not be construed to imply that this Agreement was executed on the date first above written.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed in its name and on its behalf by its duly authorized officer as of the date first written above.

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

By:_____
Name: _____
Title: Chairman

[SEAL]

Attest:

_____
Name: _____
Title: Assistant Secretary

HYRUM CITY, UTAH

By:_____
Name: _____
Title: Mayor

[SEAL]

Attest:

_____
Name: _____
Title: City Recorder

EXHIBIT A

DESCRIPTION OF THE PROJECT

The following table shows the principal components of the Project and their estimated costs:

PROJECT COMPONENT	ESTIMATED COST
TOTAL ESTIMATED COST:	

SCHEDULE I

CAPACITY PAYMENT SCHEDULE

DATE	AMOUNT
	$

Hyrum City Power West Point Sub 7.857MW Generation Facility

HYRUM CITY
Established 1860

PRESENTED BY

Wheeler Power Systems
CAT

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02-25-2022

WHERE THE WORLD TURNS FOR POWER

February 25, 2022

Mr. Matt Draper
Power Director
Hyrum City Power

Re: Proposal for Turnkey Power Plant - Pricing valid for 30 Days

7.857 MW Turnkey Generation Facility

- **3 Caterpillar G3520 Fast Start 2,619 kW Generator Sets Installed**
- **1 Metal Building 4,922 Sq. Ft.**
- **Total Project Pricing…….$10,994,419.78**

Pricing includes:

Shell Building

- Metal Building
- Concrete for building slab, gen pads, concrete pads for SCRs, swamp coolers and radiators, switchgear pit
- Shell electrical, cameras, lighting, gas leak detection, CO detection
- Switchgear - Medium Voltage Breakers
- Gas Piping, Coolant Piping, Oil Piping, gas meter
- Plant Remote Control Capability – Factory talk
  - PAC points for PAC dispatch
  - Plant ancillary equipment automation
  - Caterpillar Paralleling and Synchronizing controls
- UDAQ Initial AO Compliance Testing
- Protective Relay, programming for settings and logic, testing
- Factory Witness Testing
- Structural Engineering
- Electrical Engineering
- Electrical - Coordination Study, Test Breakers, and Relays, Install Settings, As Built Drawings
- Civil Engineering
- Mechanical Engineering
- Main Gas Line from Dominion Gas Train
- P&P Bond

ELECTRICAL

- Blackstart/Emergency generator
- SWITCHGEAR
- MCC
- GEN & SWITCHGEAR WIRING
- NEUTRAL GROUNDING RESISTOR
- SCADA Support
- Control Panel/Pull Box

MECHANICAL

- JW& Aftercooler Radiator
- Coolant Line Isolation Valves
- Radiator Piping
- Radiator Piping Stands
- Low Level Switches
- Sight Glass/Level

- Auto Bleeders
- Auto Bleeder Brackets, Tubing, Etc.
- Auto Bleeders, Brackets, Tubing, etc. install
- Coolant Line Pipe Wrap
- Expansion Tank Stands/Tanks
- Thermal Wells/Junction Adapters
- Engine to Coolant Pipe Flexes
- Install Engine to Coolant Pipe Flexes
- Pipe Flexes gasket bolt kit
- Y Strainer and install
- Y-Strainer - Gasket kits
- Bleeder Valves/fittings and threadolets - gas line and coolant lines
- Coolant Drain Valves in Pipe
- Expansion Tank to Radiator Headers Tubing
- Expansion Tank to Radiator Headers Tubing install
- Rubber Expansion Joints
- Rubber Expansion Joints Hardware and install
- Radiator Mounting - Anchor
- Radiator Mounting Isolators, levelers Install
- Coolant Top-Off Tanks
- Balance Valve
- Antifreeze

Exhaust

- Engine to Exhaust Pipe-Flex, labor, hardware
- Engine to Oxidation Catalyst Exhaust Piping
- Exhaust Stacks Just hardware and gaskets
- Exhaust Stands/Guy Wires
- Thimbles/Flashing
- Exhaust Wrap in Building and small segment to SCR outside
- Muffler Stand
- Exhaust Pipe Mounting Brackets

SCR

- Safety Power SCR
- SCR Freight
- SCR Stand
- SCR Stand Blast and Paint
- Stand Freight
- Install SCR
- SCR Tank
- Initial DEF Fill
- Duplex Circulation Pumps
- Heat Trace all Exterior Urea Lines
- Heat Trace Breakers with install
- DEF Piping Loop (Aquatherm) and Install
- Air Piping and Install
- Dosing Cabinet Stand
- Install Dosing Cabinet Stand/Mount Dosing Cabinet to Stand
- Hose, Pipe, etc. between dosing cabs to SCRs build and install tube wire bundle
- Air Compressor
- Air Compressor Freight
- Air dryer
- Stack
- Air Filters, Screens, valves, etc.
- Air Receiver Tank and Mounting

Air - Conditioning

- Swamp Coolers
- Swamp Cooler Install
- Swamp Cooler trim/Sleeve

- Swamp Cooler Stand/s
- Swamp Cooler Plumbing
- Automation Valves, etc.
- Curbs
- Water Softener

Exhaust Relief

- Louver/Damper
- Curbs

Gas

- Engine Gas Line & Regulator
- Gas Meter

Misc.

- Crane Rental
- TESTING AND SET-UP (Engine Megger, Alignment Etc.)
- Crankcase Ventilation
- Starting Batteries
- SENS Battery Charger
- Room temp and humidity sensor
- Fresh Oil Pump
- Used Oil Pump
- Pump Catch Basin
- New Oil Tank
- Controls for pumps
- Oil Lines for filling and emptying engine
- Main oil manifold
- Main Coolant Manifold
- Water Lines for Filling and emptying engine
- Fill Station
- Crankcase Ventilation Installation
- Fill Station Controls
- Fill Stations for Units 1,2,3
- In Plant Informational Signage
- Plaque
- Used Oil Tank& Freight
- Post Install EMISSION TESTING
- INSTALLATION
- Start Up
- Blackstart Testing w Load Bank
- FACTORY TRIP FOR Personnel

PRESENTED BY

Wheeler Power Systems CAT

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2-25-2022

Clarifications and Assumptions
Pricing assumes medium voltage cable is provided, pulled and terminated by others. We can include this but this is often a cost saving measure employed by the utilities as they have people capable of performing this work.
Pricing assumes electrical, water, sewer are stubbed 10 feet out from building and are ready for tie in. We can perform this tie-in work but will just need to understand what the interconnect looks like, price it up, present this as a scope change and bill it as a change order.
Does Not Include 12,470Volt to Transmission Voltage Transformer
Gens are 12,470V
Does Not Include Gas Company Gas Line, Gas Train
Does Not include house power transformer
Includes Blackstart Standby House Power Genset
Utilities and electrical are stubbed up 10 feet from building for interconnect by others
Assumes pad for constructions is graded level, at 98% compaction and ready for construction
Switchgear lineup for first phase will have 3 generator sections, a main section, one house power feeder section and a master section. The switchgear pit will have space for these sections as well as for future switchgear. The switchgear space provisions for furure generation will include 3 more generator sections a second main breaker section, tie breaker section and an additional space to access the switchgear pit.
Caterpillar standard 1 year warranty
Building, facility, other equipment 1 year warranty
No extended service coverage is included in pricing
Maintenance costs have been estimated in strike price calculations, no maintenance contract is included in this pricing
Air Permit not included in pricing
Abnormal winter conditions not included in pricing
Cost for sewer line, if needed not included
Cost for water line not included
Shell Building is basic metal building design.
Shell building pricing is based on conceptual discussions and conceptual drawings. Changes to building size or configuration will result in a cost per square foot change or additional cost due to square foot increases.
Sales Tax Not Included
Force Majeure - WPS will not be held liable for events beyond their control that may delay their delivery, such as Acts of God, fire, strikes, floods, accidents, or similar causes beyond our control.
Pandemics: This is a moving target with rapidly changing requirements and regulations. Delays due to Pandemics, Wheeler Power Systems cannot be liable for.
The last lead time indicator from Caterpillar had engine genset availability at 60 weeks. Due to the current supply chain crisis, Caterpillar is no longer stating what lead times are. Orders go into a cue and are assigned lead times due to a variety of different criteria.
Cost escalations for all equipment and supplies are coming in at a much more frequent interval than we have seen historically. Pricing exercises will need to be performed again if procurement exceeds 30 days past the date of this quote.
No Mezzanine or second floor included in building
Project changes which are outside of concept scope will be billed as change orders and will be at a rate of 15%. This is broken out as 8% for company direct and allocated overhead and 7% profit.

Cat® G3520

Gas Generator Sets

Image shown may not reflect actual configuration

Bore – mm (in)	170 (6.7)
Stroke – mm (in)	215 (8.5)
Displacement – L (in³)	97.6 (5956)
Compression Ratio	11.5:1
Aspiration	Turbocharged
Fuel System	Electronic Fuel Control Valve
Governor Type	ADEM™ A4

Standby 60 Hz ekW (kVA)	Emissions Performance
2619 (3238)	NOx Selectable (0.5 to 1.0 g/bhp-hr)
~~2000 (2500)~~	~~NOx Selectable (0.5 to 1.0 g/bhp-hr)~~

Standard Features

Cat® Natural Gas Engine

- Robust 20 cylinder high speed block design provides prolonged life and lower owning and operating costs
- Engineered for standby power
- Designed for maximum performance on low pressure gaseous fuel supply

Generator Set Package

- Accepts 100% block load in one step
- Facilitates compliance with NFPA 110, Type 10 starting and loading requirements (LV)
- Conforms to ISO 8528-5 G2 load acceptance criteria
- Reliability verified through torsional vibration, fuel consumption, oil consumption, transient performance, and endurance testing

Generators

- Superior motor starting capability minimizes need for oversizing generator
- Designed to match performance and output characteristics of Cat engines

Cooling System

- ~~Optional radiator available to operate in ambient temperatures up to 43°C (110°F)~~
- Package tested to ensure proper cooling of complete generator set

EMCP 4 Control Panels

- User-friendly interface and navigation
- Scalable system to meet a wide range of installation requirements
- Expansion modules and site specific programming for specific customer requirements

Warranty

- 12 months warranty for continuous ratings
- Extended service protection is available to provide extended coverage options

Worldwide Product Support

- Cat® dealers have over 1,800 dealer branch stores operating in 200 countries
- Your local Cat dealer provides extensive post-sale support, including maintenance and repair agreements

Financing

- Caterpillar offers an array of financial products to help you succeed through financial service excellence
- Options include loans, finance lease, operating lease, working capital, and revolving line of credit
- Contact your local Cat dealer for availability in your region

G3520

GAS ENGINE SITE SPECIFIC TECHNICAL DATA
Hyrum West Point Sub

GENSET - WITHOUT RADIATOR

ENGINE SPEED (rpm):	1800
COMPRESSION RATIO:	11.5
AFTERCOOLER TYPE:	SCAC
AFTERCOOLER - STAGE 2 INLET (°F):	130
AFTERCOOLER - STAGE 1 INLET (°F):	192
JACKET WATER OUTLET (°F):	210
ASPIRATION:	TA
COOLING SYSTEM:	JW+OC+1AC, 2AC
CONTROL SYSTEM:	ADEM4 W/ IM
EXHAUST MANIFOLD:	DRY
COMBUSTION:	LOW EMISSION
NOx EMISSION LEVEL (g/bhp-hr NOx):	1.0
SET POINT TIMING:	25

RATING STRATEGY:	HIGH ALTITUDE/AMBIENT
FUEL SYSTEM:	CAT LOW PRESSURE WITH AIR FUEL RATIO CONTROL

SITE CONDITIONS:

FUEL:	Nat Gas
FUEL PRESSURE RANGE(psig): (See note 1)	0.5-5.0
FUEL METHANE NUMBER:	84.7
FUEL LHV (Btu/scf):	905
ALTITUDE(ft):	4571
INLET AIR TEMPERATURE(°F):	103
STANDARD RATED POWER:	3629 bhp@1800rpm
POWER FACTOR:	1.0
VOLTAGE(V):	440-13800

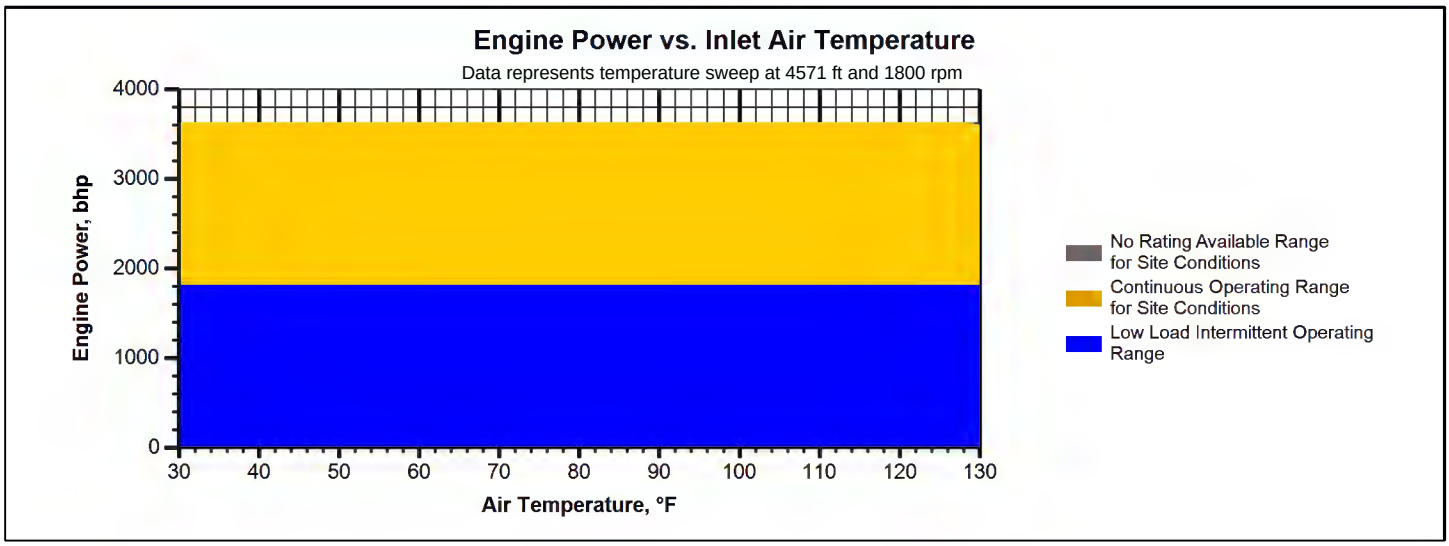
				MAXIMUM RATING	SITE RATING AT MAXIMUM INLET AIR TEMPERATURE		
RATING		**NOTES**	**LOAD**	**100%**	**100%**	**75%**	**50%**
GENSET POWER	(WITHOUT FAN)	(2)(3)	ekW	2619	2619	1964	1309
GENSET POWER	(WITHOUT FAN)	(2)(3)	kVA	2619	2619	1964	1309
ENGINE POWER	(WITHOUT FAN)	(3)	bhp	3628	3628	2732	1837
INLET AIR TEMPERATURE			°F	103	103	103	103
GENERATOR EFFICIENCY		(2)	%	96.8	96.8	96.4	95.6
GENSET EFFICIENCY	(ISO 3046/1)	(4)(5)	%	40.4	40.4	39.4	37.5
THERMAL EFFICIENCY		(4)(6)	%	44.1	44.1	45.4	47.0
TOTAL EFFICIENCY		(4)(7)	%	84.5	84.5	84.8	84.5
ENGINE DATA							
GENSET FUEL CONSUMPTION	(ISO 3046/1)	(8)	Btu/ekW-hr	8437	8437	8667	9106
GENSET FUEL CONSUMPTION	(NOMINAL)	(8)	Btu/ekW-hr	8643	8643	8878	9328
ENGINE FUEL CONSUMPTION	(NOMINAL)	(8)	Btu/bhp-hr	6239	6239	6383	6651
AIR FLOW (@inlet air temp, 14.7 psia)	(WET)	(9)	ft3/min	7733	7733	5930	4228
AIR FLOW	(WET)	(9)	lb/hr	32703	32703	25078	17882
FUEL FLOW (60ºF, 14.7 psia)			scfm	417	417	321	225
INLET MANIFOLD PRESSURE		(10)	in Hg(abs)	94.2	94.2	71.1	49.3
EXHAUST TEMPERATURE - ENGINE OUTLET		(11)	°F	847	847	896	922
EXHAUST GAS FLOW (@engine outlet temp, 14.5 psia)	(WET)	(12)	ft3/min	19305	19305	15356	11153
EXHAUST GAS MASS FLOW	(WET)	(12)	lb/hr	33841	33841	25954	18496
MAX INLET RESTRICTION		(13)	in H2O	10.04	10.04	10.04	10.04
MAX EXHAUST RESTRICTION		(13)	in H2O	20.07	20.07	20.07	20.07
EMISSIONS DATA - ENGINE OUT							
NOx (as NO2)		(14)(15)	g/bhp-hr	1.00	1.00	1.00	1.00
CO		(14)(15)	g/bhp-hr	1.40	1.40	1.46	1.61
THC (mol. wt. of 15.84)		(14)(15)	g/bhp-hr	1.91	1.91	2.20	2.59
NMHC (mol. wt. of 15.84)		(14)(15)	g/bhp-hr	0.15	0.15	0.18	0.21
NMNEHC (VOCs) (mol. wt. of 15.84)		(14)(15)(16)	g/bhp-hr	0.06	0.06	0.07	0.08
HCHO (Formaldehyde)		(14)(15)	g/bhp-hr	0.24	0.24	0.24	0.25
CO2		(14)(15)	g/bhp-hr	364	364	372	388
EXHAUST OXYGEN		(14)(17)	% DRY	9.8	9.8	9.6	9.4
HEAT REJECTION							
LHV INPUT		(18)	Btu/min	377252	377252	290645	203576
HEAT REJ. TO JACKET WATER (JW)		(19)	Btu/min	41605	41605	34948	28102
HEAT REJ. TO ATMOSPHERE	(INCLUDES GENERATOR)	(19)	Btu/min	16009	16009	12766	10996
HEAT REJ. TO LUBE OIL (OC)		(19)	Btu/min	10709	10709	9605	8243
HEAT REJECTION TO EXHAUST (LHV TO 248°F)		(19)	Btu/min	90246	90246	75046	55705
HEAT REJ. TO A/C - STAGE 1 (1AC)		(19)(21)	Btu/min	22876	22876	11259	2466
HEAT REJ. TO A/C - STAGE 2 (2AC)		(19)(21)	Btu/min	17302	17302	11958	6331
PUMP POWER		(20)	Btu/min	1231	1231	1231	1231
COOLING SYSTEM SIZING CRITERIA							
TOTAL JACKET WATER CIRCUIT (JW+OC+1AC)		(22)	Btu/min	93979	93979		
TOTAL AFTERCOOLER CIRCUIT (2AC)		(22)	Btu/min	22321	22321		
HEAT REJECTION TO EXHAUST (LHV TO 248°F)		(22)	Btu/min	99270	99270		
A cooling system safety factor of 0% has been added to the cooling system sizing criteria.							
MINIMUM HEAT RECOVERY							
TOTAL JACKET WATER CIRCUIT (JW+OC+1AC)		(23)	Btu/min	67743	67743		
TOTAL AFTERCOOLER CIRCUIT (2AC)		(23)	Btu/min	16437	16437		
HEAT REJECTION TO EXHAUST (LHV TO 248°F)		(23)	Btu/min	67380	67380		

CONDITIONS AND DEFINITIONS

Engine rating obtained and presented in accordance with ISO 3046/1, adjusted for fuel, site altitude and site inlet air temperature. 100% rating at maximum inlet air temperature is the maximum engine capability for the specified fuel at site altitude and maximum site inlet air temperature. Maximum rating is the maximum capability at the specified aftercooler inlet temperature for the specified fuel at site altitude and reduced inlet air temperature. Lowest load point is the lowest continuous duty operating load allowed. No overload permitted at rating shown.

For notes information consult page three.

PREPARED BY: Shane Minor, Wheeler Machinery Co.
Data generated by GERP Web Version 1.10.0
Ref. Data Set EM5541-00-001, Printed 19Feb2022


Engine Power vs. Inlet Air Temperature
Data represents temperature sweep at 4571 ft and 1800 rpm
Engine Power, bhp
4000
3000
2000
1000
0
30
40
50
60
70
80
90
100
110
120
130
Air Temperature, °F
No Rating Available Range for Site Conditions
Continuous Operating Range for Site Conditions
Low Load Intermittent Operating Range

NOTES:

1. Fuel pressure range specified is to the engine fuel control valve. Additional fuel train components should be considered in pressure and flow calculations.

2. Generator efficiencies, power factor, and voltage are based on specified generator. [Genset Power (ekW) is calculated as: Engine Power (bkW) x Generator Efficiency], [Genset Power (kVA) is calculated as: Engine Power (bkW) x Generator Efficiency / Power Factor]

3. Rating is with two engine driven water pumps. Tolerance is (+)3, (-)0% of full load.

4. Efficiency represents a Closed Crankcase Ventilation (CCV) system installed on the engine.

5. Genset Effieciency published in accordance with ISO 3046/1.

6. Thermal Efficiency is calculated based on energy recovery from the jacket water, lube oil, 1st stage aftercooler, and exhaust to 248ºF with engine operation at ISO 3046/1 Genset Efficiency, and assumes unburned fuel is converted in an oxidation catalyst.

7. Total efficiency is calculated as: Genset Efficiency + Thermal Efficiency. Tolerance is ±10% of full load data.

8. ISO 3046/1 Genset fuel consumption tolerance is (+)5, (-)0% at the specified power factor. Nominal genset and engine fuel consumption tolerance is ± 2.5% of full load data at the specified power factor.

9. Air flow value is on a 'wet' basis. Flow is a nominal value with a tolerance of ± 5 %.

10. Inlet manifold pressure is a nominal value with a tolerance of ± 5 %.

11. Exhaust temperature is a nominal value with a tolerance of (+)63°F, (-)54°F.

12. Exhaust flow value is on a "wet" basis. Flow is a nominal value with a tolerance of ± 6 %.

13. Inlet and Exhaust Restrictions are maximum allowed values at the corresponding loads. Increasing restrictions beyond what is specified will result in a significant engine derate.

14. Emissions data is at engine exhaust flange prior to any after treatment.

15. NOx tolerance's are ± 18% of specified value. All other emission values listed are higher than nominal levels to allow for instrumentation, measurement, and engine-to-engine variations. They indicate the maximum values expected under steady state conditions. Fuel methane number cannot vary more than ± 3. THC, NMHC, and NMNEHC do not include aldehydes

16. VOCs - Volatile organic compounds as defined in US EPA 40 CFR 60, subpart JJJJ

17. Exhaust Oxygen level is the result of adjusting the engine to operate at the specified NOx level. Tolerance is ± 0.5.

18. LHV rate tolerance is ± 2.5%.

19. Heat rejection values are representative of site conditions. Tolerances, based on treated water, are ± 10% for jacket water circuit, ± 50% for atmosphere, ± 20% for lube oil circuit, ± 10% for exhaust, and ± 5% for aftercooler circuit.

20. Pump power includes engine driven jacket water and aftercooler water pumps. Engine brake power includes effects of pump power.

21. Aftercooler heat rejection is nominal for site conditions and does not include an aftercooler heat rejection factor. Aftercooler heat rejection values at part load are for reference only.

22. Cooling system sizing criteria represent the expected maximum circuit heat rejection for the ratings at site, with applied plus tolerances. Total circuit heat rejection is calculated using formulas referenced in the notes on the standard tech data sheet with the following qualifications. Aftercooler heat rejection data (1AC & 2AC) is based on the standard rating. Jacket Water (JW) and Oil Cooler (OC) heat rejection values are based on the respective site or maximum column. Aftercooler heat rejection factors (ACHRF) are specific for the site elevation and inlet air temperature specified in the site or maximum column, referenced from the table on the standard data sheet

23. Minimum heat recovery values represent the expected minimum heat recovery for the site, with applied minus tolerances. Do not use these values for cooling system sizing.

Constituent	Abbrev	Mole %	Norm
Water Vapor	H2O	0.0000	0.0000
Methane	CH4	92.2700	92.2700
Ethane	C2H6	2.5000	2.5000
Propane	C3H8	0.5000	0.5000
Isobutane	iso-C4H10	0.0000	0.0000
Norbutane	nor-C4H10	0.2000	0.2000
Isopentane	iso-C5H12	0.0000	0.0000
Norpentane	nor-C5H12	0.1000	0.1000
Hexane	C6H14	0.0500	0.0500
Heptane	C7H16	0.0000	0.0000
Nitrogen	N2	3.4800	3.4800
Carbon Dioxide	CO2	0.9000	0.9000
Hydrogen Sulfide	H2S	0.0000	0.0000
Carbon Monoxide	CO	0.0000	0.0000
Hydrogen	H2	0.0000	0.0000
Oxygen	O2	0.0000	0.0000
Helium	HE	0.0000	0.0000
Neopentane	neo-C5H12	0.0000	0.0000
Octane	C8H18	0.0000	0.0000
Nonane	C9H20	0.0000	0.0000
Ethylene	C2H4	0.0000	0.0000
Propylene	C3H6	0.0000	0.0000
TOTAL (Volume %)		100.0000	100.0000

Fuel Makeup:	Nat Gas
Unit of Measure:	English

Calculated Fuel Properties

Caterpillar Methane Number:	84.7
Lower Heating Value (Btu/scf):	905
Higher Heating Value (Btu/scf):	1004
WOBBE Index (Btu/scf):	1168
THC: Free Inert Ratio:	21.83
Total % Inerts (% N2, CO2, He):	4.38%
RPC (%) (To 905 Btu/scf Fuel):	100%
Compressibility Factor:	0.998
Stoich A/F Ratio (Vol/Vol):	9.45
Stoich A/F Ratio (Mass/Mass):	15.75
Specific Gravity (Relative to Air):	0.600
Fuel Specific Heat Ratio (K):	1.313

CONDITIONS AND DEFINITIONS

Caterpillar Methane Number represents the knock resistance of a gaseous fuel. It should be used with the Caterpillar Fuel Usage Guide for the engine and rating to determine the rating for the fuel specified. A Fuel Usage Guide for each rating is included on page 2 of its standard technical data sheet.

RPC always applies to naturally aspirated (NA) engines, and turbocharged (TA or LE) engines only when they are derated for altitude and ambient site conditions.

Project specific technical data sheets generated by the Caterpillar Gas Engine Rating Pro program take the Caterpillar Methane Number and RPC into account when generating a site rating.

Fuel properties for Btu/scf calculations are at 60F and 14.696 psia.

Caterpillar shall have no liability in law or equity, for damages, consequently or otherwise, arising from use of program and related material or any part thereof.

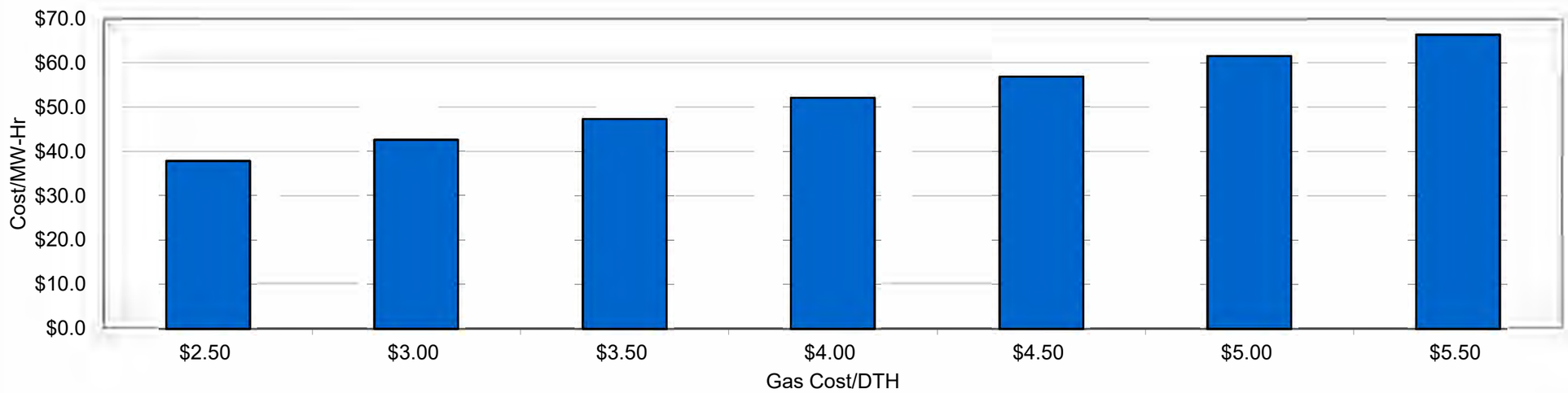
FUEL LIQUIDS

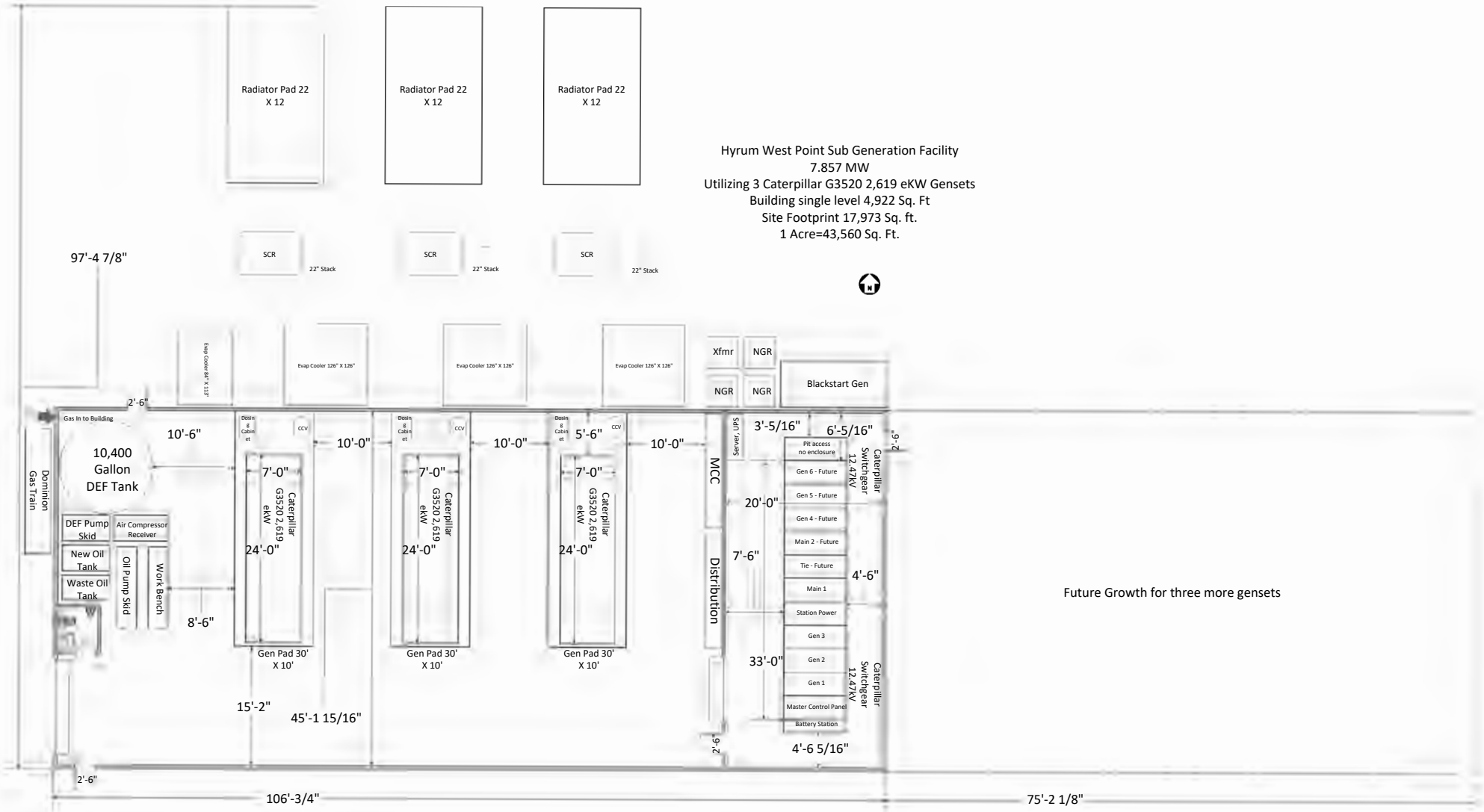
Field gases, well head gases, and associated gases typically contain liquid water and heavy hydrocarbons entrained in the gas. To prevent detonation and severe damage to the engine, hydrocarbon liquids must not be allowed to enter the engine fuel system. To remove liquids, a liquid separator and coalescing filter are recommended, with an automatic drain and collection tank to prevent contamination of the ground in accordance with local codes and standards.

To avoid water condensation in the engine or fuel lines, limit the relative humidity of water in the fuel to 80% at the minimum fuel operating temperature.

$/DTH	$2.50	$3.00	$3.50	$4.00	$4.50	$5.00	$5.50
$/MW-HR	$37.8194	$42.5731	$47.3267	$52.0804	$56.8340	$61.5877	$66.3413

Caterpillar G3520 HAHA 1 Gram NOx Gas Gen Set
Hyrum 2,619 KW Ea. @ 4,571 Ft. 103 Degree F.




Hyrum West Point Sub Generation Facility
7.857 MW
Utilizing 3 Caterpillar G3520 2,619 eKW Gensets
Building single level 4,922 Sq. Ft
Site Footprint 17,973 Sq. ft.
1 Acre=43,560 Sq. Ft.
Radiator Pad 22 X 12
Radiator Pad 22 X 12
Radiator Pad 22 X 12
SCR
22" Stack
SCR
22" Stack
SCR
22" Stack
97'-4 7/8"
Evap Cooler 84" X 113"
Evap Cooler 126" X 126"
Evap Cooler 126" X 126"
Evap Cooler 126" X 126"
Xfmr
NGR
NGR
NGR
Blackstart Gen
2'-6"
Gas In to Building
10'-6"
10,400 Gallon DEF Tank
Dominion Gas Train
DEF Pump Skid
Air Compressor Receiver
New Oil Tank
Waste Oil Tank
Oil Pump Skid
Work Bench
8'-6"
Dosing Cabinet
CCV
10'-0"
7'-0"
Caterpillar G3520 2,619 eKW
24'-0"
Gen Pad 30' X 10'
15'-2"
45'-1 15/16"
10'-0"
5'-6"
MCC
Distribution
Server, UPS
3'-5/16"
6'-5/16"
Pit access no enclosure
Gen 6 - Future
Gen 5 - Future
Gen 4 - Future
Main 2 - Future
Tie - Future
Main 1
Station Power
Gen 3
Gen 2
Gen 1
Master Control Panel
Battery Station
Caterpillar Switchgear 12.47kV
20'-0"
7'-6"
4'-6"
33'-0"
4'-6 5/16"
Future Growth for three more gensets
106'-3/4"
75'-2 1/8"

POWER GENERATION AND BALANCE OF PLANT AGREEMENT

1. Introduction.

This Power Generation and Balance of Plant Agreement ("Agreement") is entered into by and between Utah Associated Municipal Power Systems, a political subdivision of the State of Utah ("UAMPS" or "Client") and Wheeler Machinery Co., a Utah corporation ("Wheeler"). This Agreement shall be binding and effective as of the date of signing, (the "Effective Date").

2. Recitals.

Whereas, Hyrum City, Utah ("Hyrum") has determined that the power needs of the customers served by its municipal electric utility system require the construction of the power generation plant described herein;

Whereas, Wheeler submitted a proposal for the "Hyrum City Power West Point Sub 7.857 MW Generation Facility" dated February 25, 2022 (the "Proposal") to Hyrum for the construction and equipping of a power generation facility consisting of three (3) Caterpillar G3520 Natural Gas generator sets and related improvements (as more fully described in the Proposal, the "Project");

Whereas, Hyrum is a member of UAMPS and has requested that UAMPS undertake, own and finance the Project on behalf of Hyrum and sell the capacity, output and services of the Project to Hyrum; and

Whereas, UAMPS will appoint Hyrum as its agent in connection with various matters relating to the Project and is willing to enter into this Agreement for the benefit of Hyrum.

Therefore, in consideration of the promises, covenants, and conditions set forth in this Agreement, 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, the Client and Wheeler agree as follows.

3. Scope of Work.

3.1 Wheeler shall provide all of the materials and equipment, including three (3) Caterpillar G3520 Natural Gas generator sets ("Generators"), and perform all of the work and services described in the Proposal in accordance with the specifications set forth in the Proposal ("Scope of Work"). The Proposal is attached hereto as Exhibit "A" and incorporated herein by this reference. The Scope of Work shall not include those items that are excluded under the "Clarifications and Assumptions" section of the Proposal, including water, sewer, substation improvements and site grading, and such excluded items shall be provided by Hyrum under its agreements with UAMPS.

3.2 The Scope of Work shall include Wheeler's standard start-up, implementation and testing procedures for the Project ("Commissioning"). The testing procedures shall be sufficient to establish that the Generators are capable of performing in accordance with the technical

specifications set forth in the Proposal as well as the requirements of the air quality permit for the Project. Wheeler shall permit UAMPS and Hyrum (or their consultants) to witness the performance testing and to review the results thereof.

3.3 The occurrence of the Effective Date of this Agreement shall constitute UAMPS' notice to Wheeler to proceed with the Scope of Work.

3.4 Wheeler has previously provided the "Estimated Timeline Hyrum City 2022-03-03," setting forth its estimated timeline for the Scope of Work and the completion of the Project. Within seven business days of the Effective Date, Wheeler shall provide to UAMPS an update to such estimated timeline. UAMPS shall have seven business days after its receipt of the updated timeline to submit any questions or issues to Wheeler. The parties shall cooperate with one another in resolving any issues with respect to the timeline. Wheeler agrees to (a) perform the Scope of Work in accordance with the final timeline agreed to by the parties (the "Final Timeline") and (b) give prompt written notice to UAMPS of any events or circumstances, including force majeure events, that it reasonably expects to delay the completion of the Project by thirty or more days.

3.5. The Final Timeline shall establish a date for the completion of Commissioning and the availability of the Project for commercial operation (the "Final Completion Date"). The parties acknowledge that the Covid-19 pandemic and recent supply chain issues have made it difficult to meet completion dates in the construction industry. Wheeler will use commercially reasonable efforts, in all circumstances, to complete Commissioning and to make the Project available for commercial operation by the Final Completion Date. In the event that the Final Completion Date is delayed by more than 90days, for any reason other than actions or inactions of UAMPS or Hyrum, Wheeler shall pay liquidated damages to UAMPS in the amount of $ 500.00 for each additional day of delay.

3.6 Wheeler will be responsible for keeping the Project site in a safe and orderly condition and for cleaning up its work on the Project on a regular basis.

3.7 Upon discovery of any hazardous materials on the Project site, Wheeler shall cease work, notify Client and Hyrum immediately, and allow Client and Hyrum to contract with a properly licensed and a qualified hazardous material contractor to deal with such materials.

4. Consideration.

4.1 The total contract amount is $10,994,419.78 ("Consideration Payment").

4.2 Client will pay Wheeler the total contract amount within thirty (30) days after (a) Wheeler has completed all implementation and testing and turns the Project over to the Client ("Commissioning"); or (b) the Client begins operating any of the generator sets in production mode, whichever occurs first. Wheeler agrees to notify the Client of the projected Commissioning date as soon as reasonably possible.

4.3 No change orders or contract additions will be made unless agreed to in advance in writing by Client's representative, Jackie Coombs, and Wheeler's representative, Jason Soares. Any change order proposed by Wheeler shall be submitted to UAMPS which will consult with Hyrum and then notify Wheeler of its acceptance or rejection of the change order. Wheeler shall not be entitled to any additional consideration for changes in performance which were not authorized as contemplated by this Section 4.3 nor for the correction of any mistakes attributable in any way to Wheeler, or its employees, agents, subcontractors, or independent contractors.

4.4 The Client may withhold all or part of any of the Consideration Payment to the extent that the Client reasonably determines such withholding is necessary to protect itself from loss or liability on the account of:

4.4.1 Substantially defective performance by Wheeler, including (but not limited to) defective goods or services not remedied.

4.4.2 Any other substantial failure to materially comply with the terms and conditions of this Agreement.

4.5 Upon Wheeler's timely remedy of the grounds for withholding some or all of the Consideration Payment as contemplated by Section 4.4, the corresponding amount withheld shall be paid to Wheeler. However, in the event of Wheeler's default, the Client reserves the right to perform the Scope of Work, or any unfinished portion thereof, itself, or to procure the same from a third party, while holding Wheeler responsible for any costs occasioned thereby.

4.6 In the event the Client terminates, suspends, or abandons this Agreement without cause pursuant to Section 5.3, the Client shall pay Wheeler a proportionate amount of the Consideration Payment for any of the Scope of Work which was actually performed or provided prior to termination, suspension, or abandonment.

5. Termination and Non-Appropriation.

5.1 The Client may terminate this Agreement, for cause, if Wheeler materially fails to perform the terms of the Agreement. The following are examples of "cause" for termination:

5.1.1 Wheeler's performance under this Agreement fails to meet industry standards.

5.1.2 Wheeler materially fails to perform its duties and obligations required by this Agreement with diligence or within the time specified herein.

5.1.3 Wheeler has otherwise materially breached this Agreement.

5.1.4 Wheeler files a voluntary bankruptcy petition or an involuntary bankruptcy petition is filed against Wheeler and such involuntary petition is not dismissed within thirty (30) days.

5.2 Prior to terminating this Agreement as contemplated by Section 5.1, the Client must first provide written notice to Wheeler of the Client's intention to terminate this Agreement. Said notice of termination must be provided by the Client to Wheeler at least thirty (30) calendar days prior to termination. After receiving such notice of termination from the Client, Wheeler shall have the next fifteen (15) calendar days in which to cure any deficiency noted by the Client.

5.3 Any Scope of Work which Wheeler has completed or performed prior to the date of any termination, suspension, or abandonment, shall be recorded, and tangible work documents shall be transferred to, and become the sole property of, the Client. Client will pay Wheeler for any and all performance completed on the Project.

6. Taxes.

6.1 All applicable taxes will be the responsibility of Client. All taxes, fees, and expenses imposed upon it for work, labor, material, and services required to fulfill this contract is responsibility of Client. Client will be responsible for all applicable governmental permits. [Note Tax provisions to be discussed with Wheeler.]

7. Indemnification and Insurance.

7.1 Each party (the "Indemnifying Party") will indemnify, defend, and hold the other party, its officers, directors, employees, and/or shareholders, harmless from and against any and all damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, actions, demands, lawsuits, costs, and expenses including, without limitation, reasonable attorneys' fees, which arise out of or relate to any material breach of this Agreement or of the representations or warranties contained therein by the Indemnifying Party, or its employees or agents, (including, but not limited to, any breach by such Indemnifying Party of its confidentiality obligations hereunder) or acts or omissions of negligence, willful misconduct, or fraud of the Indemnifying Party or its employees or agents, including, but not limited to, third party claims and claims for property damage or personal injury to the Indemnifying Party's Personnel ("Personnel" defined as such Party's officers, directors, owners, employees, servants and agents, independent contractors and subcontractors); provided, however, that the foregoing does not in any manner relieve either Party or any third party of its obligations under statutory workers' compensation law and other laws regarding employer obligations as to such Party's own employees.

7.2 The Indemnifying Party's obligations under this Section will be subject to being provided by the other party with prompt written notice of the event giving rise to an indemnity obligation, providing reasonable cooperation and assistance in the defense or settlement of any claim (at the Indemnifying Party's sole cost and expense), and granting the Indemnifying Party control over the defense and settlement of the same. Providing the Indemnifying Party with notice of the event giving rise to an indemnity obligation is an express condition precedent to the duty to provide a defense and indemnity. Notice must be made in strict accordance with the provisions of this Agreement, and time is of the essence. With respect to this Section, in the event the Indemnifying Party fails to provide a reasonably sufficient defense of an

indemnified claim, the other party may, after written notice to the Indemnifying Party, retain its own legal counsel and provide its own defense with respect to the indemnified claim, and the Indemnifying Party will reimburse all reasonable attorneys' fees and expenses for such defense. The Indemnifying Party will have the right to consent to any settlement or judgment that is binding upon the Indemnifying Party.

7.3 Wheeler shall provide for the payment of worker's compensation benefits to its employees employed on or in connection with the performance of this Agreement, and in accordance with applicable State and Federal laws.

7.4 Wheeler shall maintain commercial general liability insurance, with a limit of liability not less than $1,000,000 per occurrence and $2,000,000 aggregate limit of liability including coverage for premises/operations, products/completed operations, broad form property damage, blanket contractual liability, and personal and advertising injury, with no exclusions for explosion, collapse and underground perils, or fire, with primary coverage limits of no less than $1,000,000 for injuries or death to one or more persons or damage to property resulting from any one occurrence and $2,000,000 annual aggregate.

7.5 Wheeler, at its own expense, shall maintain automobile public liability insurance for all owned, leased, non-owned and hired automobiles (to the extent applicable) for both bodily injury and $250,000.00 property damage in accordance with statutory requirements, with combined single limits of no less than $1,000,000 per accident with respect to bodily injury, property damage or death. Such benefits and coverage shall not be deemed to limit Wheeler's liability under this Agreement. It is intended by this Section that the requirements set forth herein will satisfy applicable minimum requirements under Utah law. However, in the event that the foregoing requirements do not satisfy applicable Utah law, Wheeler must maintain automobile public liability insurance in amounts satisfying applicable Utah law.

7.6 Wheeler, at its own expense, shall maintain professional liability/errors and omissions insurance appropriate to Wheeler's profession, with a minimum coverage of $2,000,000 per occurrence. The professional liability/errors and omissions insurance required by this Section must be project specific with at least a one-year extended reporting period (or longer upon request by the Client). Wheeler shall, likewise, require its subcontractors, if any, to provide for such insurance and to maintain such insurance at no expense to the Client.

7.7 Wheeler, at its own expense, shall maintain Builders Cause of Loss Special Form insurance (excluding Earthquake and Flood perils) covering physical loss or damage to property, material and equipment during construction, while in transit (excluding marine transit), during loading and unloading, while in storage, while at another location for repair and during installation, testing, commissioning and start-up for the full replacement cost of the Project when completed.

7.8 The Commercial General Liability and Automobile Liability policies required by this Agreement, shall include the Client, its directors, officers, agents, and employees as additional insured persons with respect to the activities of Wheeler in the performance of this Agreement, or that of its employees, agents, subcontractors, independent contractors, and the like. Any certificate

or certificates presented as evidence of insurance shall specify the date when such benefits and insurance expire. Unless a different length of time is expressly set forth in this Agreement, Wheeler shall maintain any insurance required by this Agreement until after the Scope of Work has been fully performed by Wheeler, and subsequently approved and accepted by the Client. Wheeler shall provide the Client with written notice at least sixty (60) days in advance of any cancellation, termination, or material alteration of said policies of insurance.

7.9 Wheeler, at its own expense, shall maintain Excess Liability insurance with a single limit of at least $3,000,000 per occurrence and on an annual aggregate basis in excess of the limits of the insurance provided in Sections 7.4 and 7.5 above and the ~~workers compensation~~ Employer Liability coverage provided in Section 7.3 above.

7.10 The Commercial General Liability and Automobile Liability policies required by this Agreement, shall include the Client, its directors, officers, agents, and employees as additional insured persons with respect to the activities of Wheeler in the performance of this Agreement, or that of its employees, agents, subcontractors, independent contractors, and the like. Any certificate or certificates presented as evidence of insurance shall specify the date when such benefits and insurance expire. Unless a different length of time is expressly set forth in this Agreement, Wheeler shall maintain any insurance required by this Agreement until after the Scope of Work has been fully performed by Wheeler, and subsequently approved and accepted by the Client. Wheeler shall provide the Client with written notice at least sixty (60) days in advance of any cancellation, termination, or material alteration of said policies of insurance.

8. Representations and Warranties. Each party represents that:

8.1 Its signatory has the authority to execute this Agreement.

8.2 It has not sold, assigned, or otherwise transferred any interest in the claims or subject matter contemplated by this Agreement.

8.3 Wheeler represents and warrants that:

8.3.1 Wheeler has sufficiently and reasonably researched the requirements of this Agreement, understands the same, and is able to competently perform each of its duties and obligations required hereunder.

8.3.2 Wheeler warrants the workmanship, materials, proper functioning, and manner of the Scope of Work contemplated by this Agreement for one year from the date of Commissioning ("Warranty Period"). In the event that any portion of the Scope of Work does not remain in good and operating condition (in the reasonable judgment of the Client) during the Warranty Period (ordinary wear and tear excepted), Wheeler, at its own expense, shall immediately perform all necessary repairs and replacements to maintain such inadequate Scope of Work in good and operating condition (to the Client's reasonable satisfaction). Should any portion of the Scope of Work imminently jeopardize the health

and safety of the Client, or any other individual, the Client may perform any necessary repairs and replacements (or arrange for a third party to perform such services) at Wheeler's expense – to be paid by Wheeler within thirty (30) days of receiving a notice of indebtedness from the Client.

8.3.3 As to the equipment, the manufacturer's standard 12-month warranty shall prevail. Wheeler reserves the right to give notice as to when the manufacturer's warranty period begins to run, Wheeler shall notify manufacturers as of the date of Commissioning.

8.3.4 Wheeler shall perform its obligations required by this Agreement in a manner consistent with applicable professional and technical standards for Scope of Work of a similar and comparable nature, and shall ensure that the implementation thereof is also performed in an applicable professional, technical, and workmanlike manner. Wheeler shall correct any defect in its performance at no additional cost to the Client. Upon request by the Client, Wheeler must be able to summarize and concisely report pertinent information associated with this Agreement and the performance thereof to the Client in a timely manner. Wheeler shall not make any alterations or variations in or additions to, or omissions from, its duties and obligations contemplated by this Agreement, without the prior written consent of the Client

8.3.5 Wheeler's licensure or authority to transact business issued by the Utah Division of Corporations and Commercial Code and the Utah Division of Occupational and Professional Licensing, as well as any other required licensure, is currently active, and shall remain active throughout the performance of this Agreement.

9. Confidentiality.

9.1 The parties acknowledge that this Agreement may be subject to public disclosure pursuant to the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, *et seq*., as the same may be amended from time to time.

9.2 Notwithstanding Section 9.1., Wheeler agrees that, except as directed by the Client, Wheeler shall not at any time during or after the term of this Agreement disclose to any person or entity any information or document provided by the Client which the Client has designated as "confidential" or "private." Upon the conclusion or termination of this Agreement, Wheeler shall turn over to the Client all documents, papers, and other matter, including copies thereof, which are in Wheeler's possession or control, and which are designated "confidential" or "private." Wheeler further agrees to bind its employees and any sub-contractors to the terms and conditions of this Section 10.2.

10. Equal Opportunity. Neither Wheeler, nor any subcontractor of Wheeler, shall discriminate against any employee, applicant for employment, or recipient of services on the basis of race, religion, color, sex, age, disability, or national origin.

11. Record Keeping and Audits. Parties shall maintain accurate accounting records for all goods and services provided in the performance of this Agreement, and shall retain all such records

for a period of at least three (3) years following the termination or completion of this Agreement. Upon forty-eight (48) hours written notice and during normal business hours, the Client shall have access to and the right to audit any records or other documents pertaining to this Agreement. Wheeler shall furnish copies of any records requested by the Client at Wheeler's expense.

12. Relationship of the Parties and Immunity.

12.1 The relationship between the Parties shall be that of independent contracting parties. Each party shall be responsible for the manner of its own performance of this Agreement. Nothing herein shall be construed to create an employer-employee, principal-agent, or other similar relationship. Neither party is authorized to, nor shall either party, enter into any contract or commitment on behalf of the other party. Neither party shall be considered an affiliate or subsidiary of the other party. It is expressly understood that this Agreement, including the performance thereof, is not a joint venture, partnership, or any other relationship other than that of independent contracting parties.

12.2 Nothing in this Agreement, nor the performance hereof, shall adversely affect any immunity from suit, or any right, privilege, claim or defense, which the Client or its employees, officers, and directors may assert under State of Federal law, including (but not limited to) The Governmental Immunity Act of Utah, UTAH CODE ANN. § 63G-7-101, *et seq*. All claims against the Client or its employees, officers, and directors are subject to the provisions of the aforementioned act, which controls all procedures and limitations in connection with any claim of liability.

13. Notices.

13.1 If any notice is required to be provided pursuant to the terms and conditions of this Agreement, said notice must be provided by certified mail as follows:

To the Client:	To Wheeler:
UAMPS	Wheeler Machinery Co.
Attn: Jackie Coombs	Attn: Shane Minor
155 N 400 W.	4901 West 2100 South,
Salt Lake City, UT 84103	Salt Lake Client, Utah 84120

13.2 The designation of any address or individual contemplated by this Section 13 may be changed by notice given in the same manner as provided in this Section 13. and shall not be subject to the restrictions contemplated by Section 20.

14. Attorneys' Fees and Costs. Each party shall bear its own attorneys' fees and costs incurred in connection with the drafting, execution, and performance of this Agreement. However, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees, legal costs, and other collection fees and costs incurred by said prevailing party in connection with the suit, both before and after judgment, in addition to any other relief to which such party may be entitled.

15. Non-Waiver. 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.

16. Binding Effect. This Agreement is binding upon the parties and their proper and allowable heirs, legatees, representatives, successors, transferees, and assignees.

17. Assignment. Neither party hereto may assign this Agreement, nor delegate any responsibilities under this Agreement. Any purported assignment or delegation in violation of this Section 18, without prior written consent from the non-assigning party, shall be void, and will be considered a material breach of this Agreement.

18. Time. Time is of the essence with this Agreement, as well as every term, covenant, and condition contained herein.

19. Force Majeure. Neither party 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, pandemics, factory delays, supply chain limitations, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slowdowns, or the inability to procure parts or materials. This provision shall not apply to a party's obligation to make payment when due under the terms of this Agreement.

20. Amendments. This Agreement may not be modified, amended, or terminated, except by an instrument in writing, signed by each party hereto.

21. Further Assurances. The Client and Wheeler mutually agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Agreement.

22. Incorporation of Miscellaneous Material. Each section of this Agreement shall be considered a part hereof, including (but not limited to) Sections 1. and 2., respectively. Likewise, any exhibit referenced in this Agreement is made a part hereof.

23. Drafting and Voluntary Execution.

23.1 The negotiation and drafting of this Agreement have been accomplished collectively by each party hereto, and for all purposes this Agreement shall be deemed to have been drafted jointly by each such party. The parties acknowledge that they have been represented

by 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 any and all terms of this Agreement, and each party is executing this Agreement voluntarily and free of any undue influence, duress, or coercion. The parties further acknowledge that they have relied on their own judgment, belief, knowledge, and advice from their own representatives, consultants, affiliates, and agents, as to the extent and effect of the terms and conditions contained herein. The parties are not relying upon any statement or representation made by any other party or any officer, director, employee, agent, servant, adjustor, or attorney acting on behalf of another party, unless such a statement or representation is expressly set forth in this Agreement.

23.2 The headings in this Agreement are for convenience only and shall not be interpreted to limit the meaning of the language contained herein in any way.

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

25. Governing Law.

25.1 This Agreement shall be construed in accordance with the laws of the State of Utah, regardless of any choice or conflict of law rules.

25.2 Each party agrees that any legal action or proceeding with respect to this Agreement may only be brought in the state or federal courts of Salt Lake County, in the State of Utah. Consequently, each party hereby submits itself unconditionally to the jurisdiction and venue of the aforementioned courts.

26. Third-Party Beneficiaries. This Agreement is not meant to create any rights or benefits (whether intended or incidental) for any third party. Only the named parties to this Agreement may enforce the terms and conditions hereof.

27. Entire Agreement. All agreements, covenants, representations and warranties – express or implied, oral or written – of the parties concerning the subject matter hereof are contained solely in this Agreement, subject to any implied warranties and conditions imposed upon the parties by Utah law. 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

28. Duplicate Originals. This Agreement may be executed in identical duplicate originals, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.

29. Signatures. The Client and Wheeler voluntarily enter into this Agreement, as evidenced by affixing their respective signatures, below.

Utah Associated Municipal Power Systems:	**Wheeler Machinery Co.:**
_____	_____
By:_____	By: Stephen Green
Its: Chairman_____	Its: VP – Sales & Rental
Dated: _____	Dated: _____

ORDINANCE 22-02

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

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

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

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

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

WHEREAS, in the interest of the public health, welfare, and safety, and to aid law enforcement officers in the enforcement of such rules, the Hyrum City Council, has found it necessary to further define parking restrictions for vehicles parking on City Streets and to also reduce winter parking restrictions on City streets from Midnight to 11:00 p.m. to 8:00 a.m.

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

AN ORDINANCE AMENDING SECTIONS 10.20.090, 10.20.100, AND 10.20.105 OF CHAPTER 10.20 OF TITLE 10 OF THE HYRUM CITY MUNICIPAL CODE, TO RESTRICT PARKING ON CITY STREETS DURING WINTER MONTHS FROM 11:00 P.M. TO 8:00 A.M.; TO REQUIRE VEHICLE OWNERS TO PROVIDE PERMANENT PARKING ON PRIVATE PRPERTY FOR ALL VEHICLES; AND TO RESTRICT PARKING OF ALL VEHICLES, TRAILERS, ETC. WITH AN EXPIRED LICENSE OR REGISTRATION FROM PARKING ON CITY PROPERTY.

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

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

10.20.090 Parking Restrictions During Winter Months

It is unlawful for the driver of any vehicle to park a motor vehicle on any street, or within ten feet of roadway pavement in any municipal right-of-way unless such vehicle is in a driveway approach or otherwise parked behind the curb where curb exists, in this municipality between the first day of November of each year and the first day of April of the following year, for a period of time longer than fifteen minutes when loading or unloading passengers and for a period of time longer than fifteen minutes when loading or unloading or delivering property between the hours of ~~twelve midnight~~ eleven p.m. and eight a.m. This section shall not apply to emergency vehicles, such as ambulance and fire vehicles, or private vehicles used to convey fire or other emergency response personnel to the scene, or vehicles used in the repair of utilities. (Ord. 22-02; 05-02; Ord. 93-03 § 1 (part): prior code § 11-343.4 (A))

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

10.20.100 Parking In Excess Of Forty-Eight Hours On Public Streets Or Property

No person who owns or has possession, custody or control of any vehicle shall park or leave standing any such vehicle on any public road, street, alley or municipal property for forty-eight or more consecutive hours, and any vehicle so parked or left standing may be subject to citation under this chapter or impounded and removed by ~~the chief of police~~ law enforcement officials. All persons who own or have possession, custody or control of such vehicles, must provide permanent parking on private property zoned for that purpose. For purposes of impoundment and removal, ~~the chief of police~~ law enforcement officials may impound and remove any motor vehicle which reasonably appears to have remained unmoved for forty-eight consecutive hours. The cost of impoundment and removal shall be charged to the owner or any person who claims the impounded motor vehicle. (Ord. 22-02; 93-03 § 1 (part): prior code § 11-343.4 (B))

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

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

It is unlawful to park any recreational vehicle, including motor homes, camp and travel trailers, campers, boats, snowmobiles, four-wheelers, or unlicensed motorcycles, as well as utility, livestock, or construction trailers, or any agriculture-related implement, including tractors, combines, and swathers, on municipal roadsides, rights-of-way, easements, or other public property except for brief periods not to exceed forty-eight (48) consecutive hours. All persons who own or have possession, custody or control of such recreational vehicles, campers, and utility trailers, as well as agriculture implements and tractors, must provide permanent parking for such items on private property zoned for the purpose. Any item named herein so parked or left standing on the roadside or public right-of-way between private property lines on each side of the roadway may be subject to citation under this chapter or impounded and removed by the city.

For purposes of impoundment and removal, the city may impound and remove any recreational vehicle, camper, utility trailer, or agricultural tractor or implement which reasonably appears to have remained unmoved for forty-eight consecutive hours. The cost of impoundment and removal shall be charged to the owner or any person who claims the impounded item. (Ord. 22-02; 07-05)

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

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

together with the regulations contained therein, are hereby declared to be severable.

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

7. ADOPTION. This ordinance is hereby adopted and passed by the Hyrum City Council this 19th day of May, 2022.

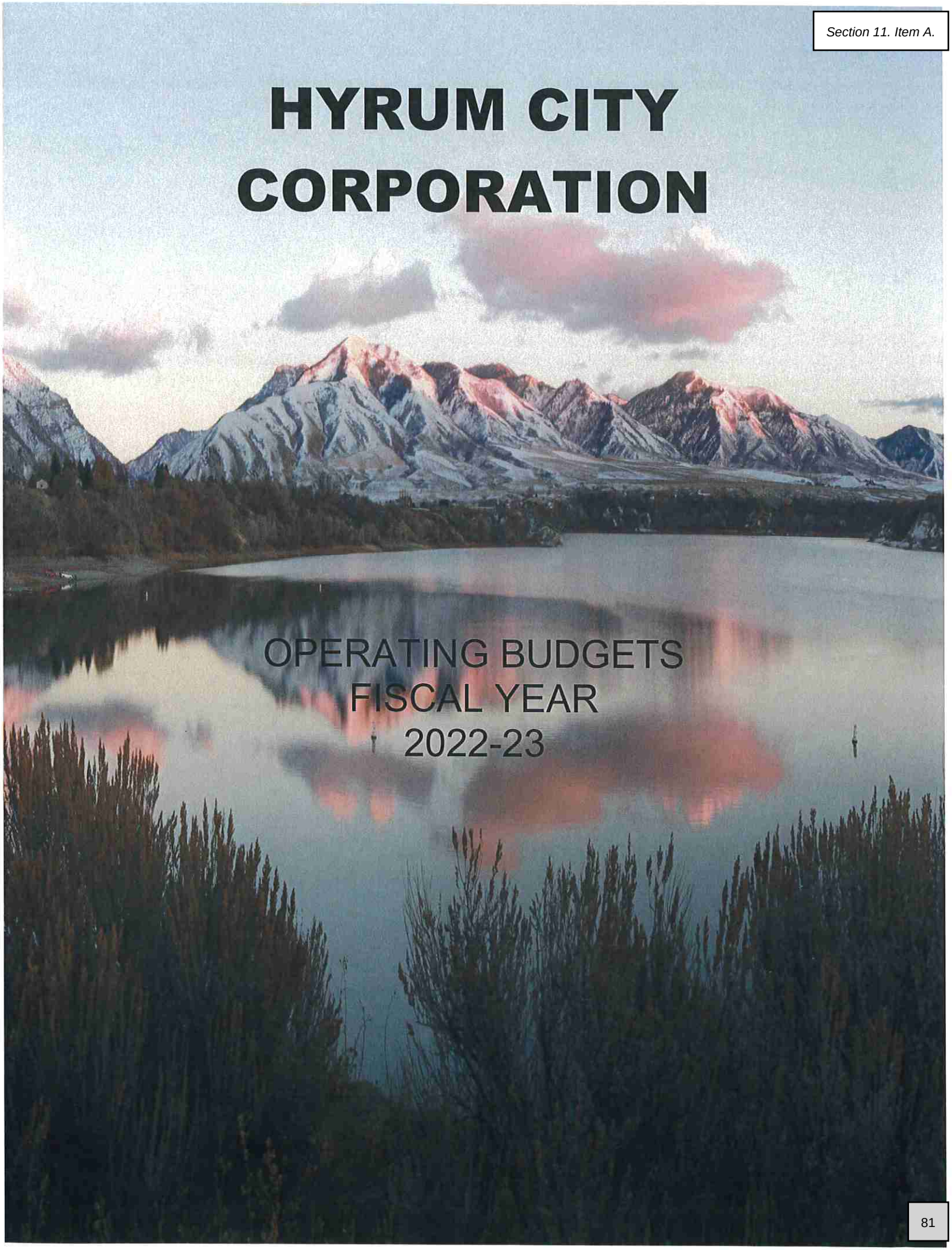
HYRUM CITY

BY:_____
Stephanie Miller
Mayor

ATTEST:

_____
Stephanie Fricke
City Recorder

Posted:



HYRUM CITY CORPORATION

OPERATING BUDGETS
FISCAL YEAR
2022-23

HYRUM CITY CORPORATION

PROPOSED

ANNUAL OPERATING BUDGETS

FISCAL YEAR
2022-23

PREPARED &
PRESENTED BY:

STEPHANIE MILLER
MAYOR

HYRUM CITY
PROPOSED OPERATING BUDGETS
GENERAL, ENTERPRISE, AND SPECIAL FUNDS
2022-23
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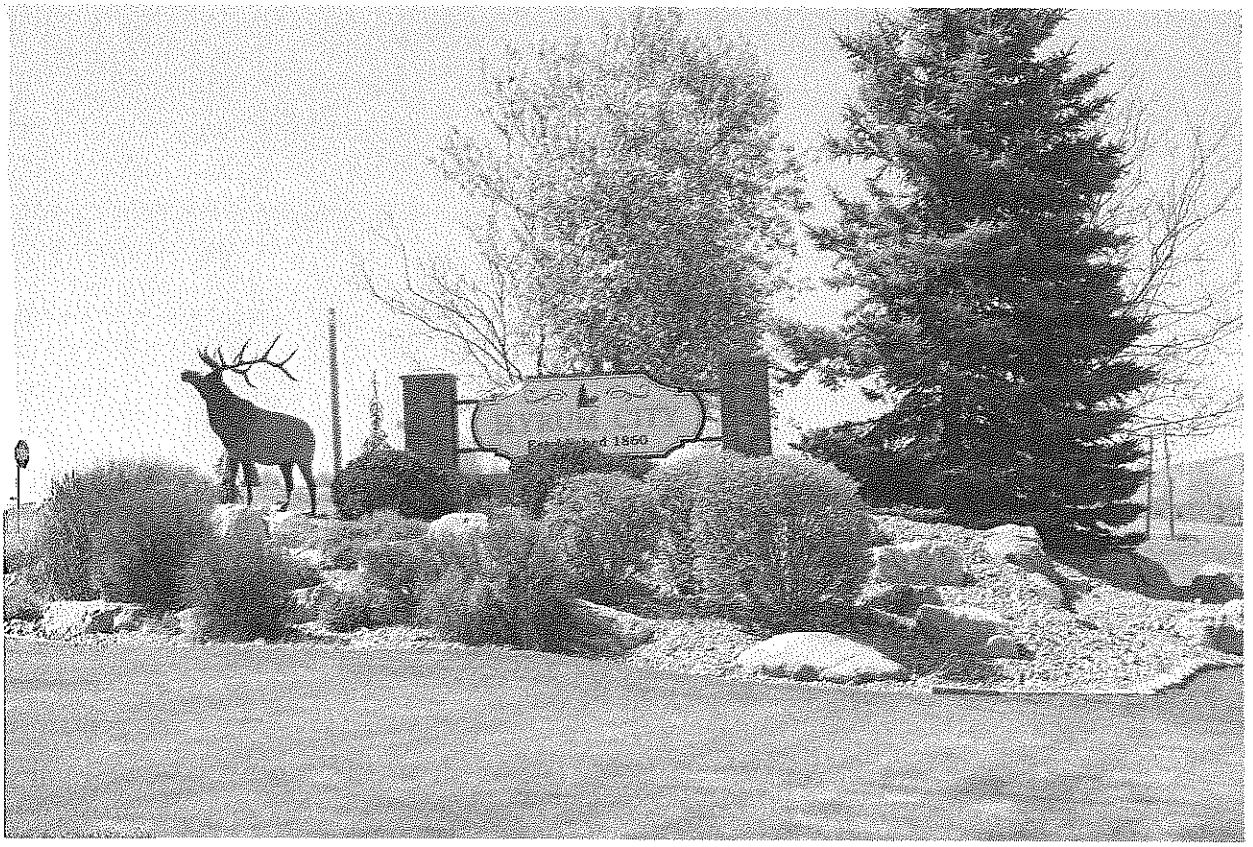
HYRUM CITY CORPORATION

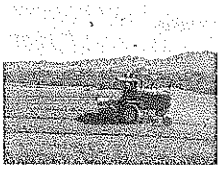
COMMUNITY PROFILE



HYRUM CITY CORPORATION
COMMUNITY PROFILE

Hyrum City was settled by Mormon Pioneers in 1860. Named for the brother of Joseph Smith, Hyrum was built at a time when local leaders envisioned a neighboring city in the area now known as "College Ward" which would be called "Joseph."

For many years, Hyrum's population remained stable at 1,700 people. Then, following a growth spurt in the early 1970's, Hyrum leveled off at 3,900. Over the next 40 years, the population inched upward until an influx of people from outside the valley created a need for new housing. New figures estimate 2021 population at 9,750.



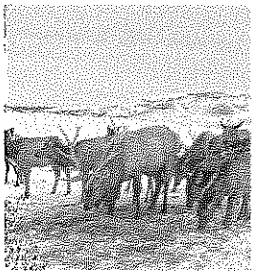
Surrounded by farms and countryside, Hyrum remains a rural community in nature. Its chief employer is JBS Swift (formerly known as E.A. Miller, Inc.), a meat packing plant with approximately 1,500 employees.

People list the rural atmosphere high among the chief reasons why they locate in Hyrum. Quiet neighborhoods with a blending of country living mixed with urban convenience make Hyrum an ideal community in many ways.

Those who do not work at JBS Swift, West Point Dairy, or in any one of the city's 200 other businesses (divided between commercial and home locations), find employment with Cache County School District, Utah State University, or commute to Thiokol, Autoliv, nearby Logan for work.

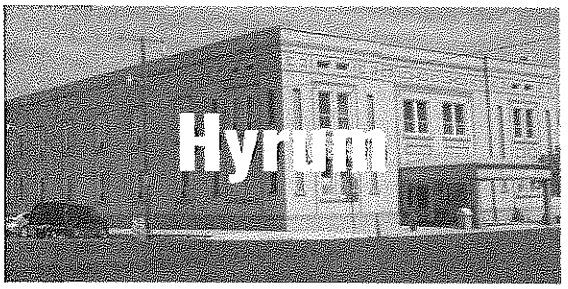
Hyrum offers ample land zoned for commercial or industrial uses. The Blacksmith Fork Industrial Park, a 79-acre site east of the city, is home to a number of businesses, including Mountain Fiber Insulation and Recycling, Timber wolf Cabinet, Royal Dog Boarding, Hyrum Self Storage, Artistic Metal Works and Smitt's Used Cars and Mechanic. The Blacksmith Fork Subdivision has completed its infrastructure and provides additional industrial and commercial business space. There are many new subdivisions and a lot of residential growth on the East side of Hyrum.

Hyrum City offers many recreational opportunities through its own parks and facilities including group picnic areas on the City Square and AJ Park and the Canyon Lodge in Blacksmith Fork Canyon. In addition, the state owns and operates the Hardware Ranch elk preserve and the Hyrum State Park, which has boating and camping facilities, adjacent to Hyrum Dam. The state park draws people from a wide area for fishing, swimming, and other water sports and activities.



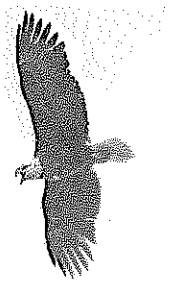
Blacksmith Fork River provides some of the best fishing in the state and the canyon includes four Forest Service campgrounds in addition to city camping areas up Left Hand, at the CCC Camp, and near the hydroelectric plant.

The hydroelectric generator, located 11 miles up Blacksmith Fork Canyon, forms the foundation of the city's municipal electric utility and offers recreational opportunities in park facilities located on the river by the plant.



Other public buildings and facilities include the Elite Hall, with one of Utah's few remaining spring-loaded dance floors, the Civic Center, with its attractive multi-purpose room, and the city's rodeo arena located on the East Park complex. The Senior Citizen Center provides weekday activities (9 a.m. to 2 p.m.) for seniors from Hyrum and surrounding communities.

The Library is located at 50 West Main and provides an attractive setting for individuals and families to enjoy reading and other educational experiences.



Hyrum City is widely known for its annual 4th of July celebration complete with fireworks, rodeo, and parade. Hyrum's Star Spangled Week provides old-fashioned fun and entertainment for people of all ages.

Medical, dental and chiropractic services are available in Hyrum and the community provides a wide range of municipal services including culinary and secondary water, wastewater collection and treatment, electricity, fire protection, emergency medical technicians, parks and recreation programs, library and other cultural opportunities. Law enforcement, ambulance service, mosquito abatement, building inspection, recycling and solid waste collection are provided through contracts with Logan Environmental.

Community leaders continue to provide for continued, orderly growth, both commercial and residential, through a revised general plan and appropriate zoning.

HYRUM CITY, UTAH

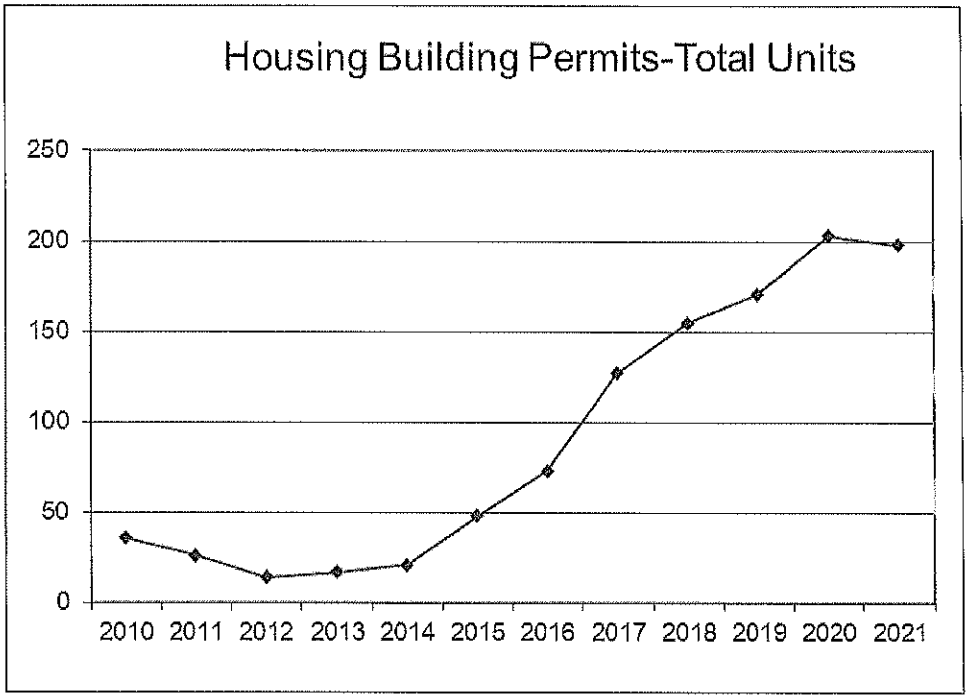
Date of settlement	April 6, 1860
Date of incorporation	February 10, 1870
Population estimate	9,750
Form of government	Traditional
Area	5.99 Square miles
Elevation	4,750
Miles of streets	54.81
Fire protection:	
Number of stations	1
Number of firemen and officers	34 Volunteers
First responders:	15 Volunteers
Police protection	Contract with Cache County
Schools:	
Lincoln Elementary	
Number of classrooms	28
Number of teachers	30
Number of students	539
Canyon Elementary	
Number of classrooms	32
Number of teachers	40
Number of students	717
South Cache 8-9 Center	
Number of classrooms	50
Number of teachers	52
Number of students	1,054
Mountain Crest High School	
Number of classrooms	80
Number of teachers	77
Number of students	1,500
Municipal water department:	
Number of connections	3,359
Annual consumption in gallons	1,300,045,000
Miles of water mains	91.38
Wells	3
Springs	4
Storage capacity: 3 Reservoirs	5,000,000 Gallons
Municipal sewer department:	
Number of connections	3,158
Miles of sewer lines	57.68
Treatment plants	1 Mechanical
Lift stations	6

HYRUM CITY, UTAH

Municipal electric department:	
Number of connections	3,589
Annual consumption in kilowatt hrs	53,971,134
Miles of distribution lines	100.37
Power sources:	Hyrum City Hydroelectric Plant
	San Juan Plant
	Colorado River Storage Project
	Intermountain Power Project
	Hunter II Power Plant
	Nebo Power Project
	Pleasant Valley Wind Project
	Horse Butte Wind Project
	Richmond Irrigation Hydro
Municipal irrigation department:	
Number of connections	2,290
Annual consumption in acre feet	3,760 acre feet
Miles of distribution lines	48.03
Water Sources:	
Wells	1
Water shares	3,278
Water Reuse Plant	1
Municipal storm water department	
Number of connections	3,190
Solid waste and disposal department	Contract with Logan Environmental
Public buildings:	Civic Center
	Elite Hall
	Senior Citizen Center
	Canyon Lodge
	Library/Museum
Public parks:	East Park
	Pride Park
	City Square
	Soccer Fields
	CCC Camp
	Left Hand Property
	Canyon Park
	AJ's Park
	Canyon Campground
	Salt Hollow
	Blacksmith Fork (Construction phase)

COMMUNITY GROWTH
2022-23

This chart graphs new single family residences including town homes constructed between 2010 and 2021:



There has been 24 town home units built in 2021 compared to 67 in 2020. The construction of townhomes increased the numbers significantly starting in 2017. With less town homes and more single family homes it looks like building permits may level off.

The total number of permits for each category for 2016 through 2021 is as follows:

	2016	2017	2018	2019	2020	2021
Single family homes	62	69	80	94	124	174
Townhouse-total units	11	58	75	77	67	24
Multi-family housing	0	1	0		12	
Residential–additions/garages/sheds	27	37	37	62	45	80
New commercial construction	7	6	4	10	7	4
Commercial remodel/additions	0	1	5	3	8	3
Solar	5	11	4	5	5	13
Totals	112	183	205	251	268	298

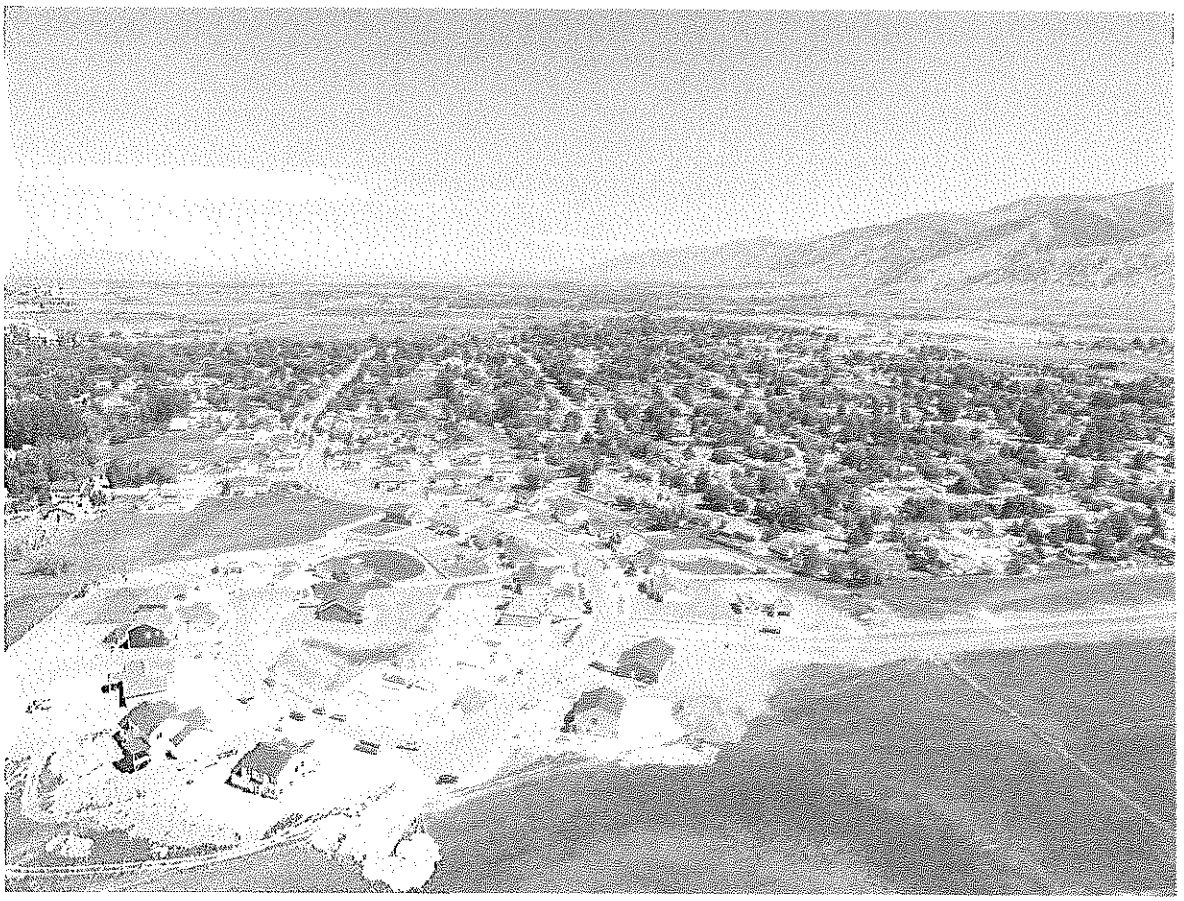
Approved residential subdivisions under construction are listed with their remaining lots. As of April 1, 2022 there are 154 lots in the following approved subdivisions:

COMMUNITY GROWTH
2022-23
(CONTINUED)

*Silver Willow	1	Mt. Sterling (Ph 3)	2
Auburn Hills (Ph 5	1	Mt. View South (Ph 1)	1
Canyon Estates (Ph 2)	1	Rolling Hills (Ph 10)	12
Canyon Estates (Ph 3)	4	Rolling Hills (Ph 11)	7
Cobble Creek	8	Rolling Hills (Ph 9)	8
Elk Mt. (PH 14)	9	Scenic Mt.	41
Hidden Valley (Ph 1)	5		
Hidden Valley (Ph 2)	34		
Industrial Park	17		
Little Bear Creek (Ph 2)	3		

*Retirement communities

Additional residential subdivisions that have been approved or are in the infrastructure/construction phase are: Canyon Estates (Phase 4-6), Mt. Sterling (Phase 4), and Mountain View Estates South (Phase 2).



HYRUM CITY CORPORATION

ORGANIZATION

HYRUM CITY CORPORATION
ORGANIZATION
FISCAL YEAR 2022-23

	FROM:	TO:
MAYOR		
Stephanie Miller	1-1-2022	1-1-2026
COUNCILMEMBERS		
Stephen G. Adams	1-1-2020	1-1-2024
Jared L. Clawson	1-1-2022	1-1-2026
Paul C. James	1-1-2022	1-1-2026
Vicky McCombs	1-1-2020	1-1-2024
Craig L. Rasmussen	1-1-2020	1-1-2024

CITY ADMINISTRATOR
Ronald Salvesen

CITY RECORDER
Stephanie Fricke

CITY TREASURER
Todd Perkins

CITY ENGINEER / ZONING ADMINISTRATOR
Matt Holmes

JUSTICE OF THE PEACE
Paul Larsen

DEPARTMENT HEADS

Animal Control	Frank Christiansen
Electrical Superintendent	Matt Draper
EMT President	Blake Christensen
Fire Chief	Kevin Maughan
Librarian	Emily Coltrin
Museum Director	Jami Van Huss
Parks Superintendent	Brad Call
Senior Citizens Director	Vicky McCombs
Wastewater Superintendent	Kevin Maughan
Water/Roads Superintendent	Kade Maughan

HYRUM CITY ORGANIZATION CHART

April 2022

Mayor
Stephanie Miller

City Council
Steve Adams
Jared L. Clawson
Paul C. James
Vicky McCombs
Craig L. Rasmussen

Citizen Committees
See Citizen Committee Chart

City Administrator
Ron Salvesen

Justice Court
Paul Larsen, Justice of The Peace
Lori Hatch, Court Clerk
Hailey Housley, Asst. Clerk

Law Enforcement
Cache County Sheriff Department

Animal Control
Frank Christiansen
Kirt Lindley

Community Improv. Officer
Jeff Hertzler

City Office
Stephanie Fricke, Recorder
Todd Perkins, Treasurer
Matt Holmes, Zoning Admin.
Margaret Poppleton, Utility Billing
Hailey Maughan, Office Specialist
Keesha Rinderknecht, Admn Asst
Shalyn Maxfield, Receptionist
, Receptionist

Fire Department
Kevin Maughan, Chief

First Responders
Blake Christensen, Pres.

Museum
Jami VanHuss, Director
Courtney Cochley, Asst

Sr. Citizen Center
Vicky McCombs, Director
Heidi Coulam, Cook
Marci Call, Custodian

Library
Head Librarian:
Emily Coltrin
Librarians:
Arielle Ballard
Deonna Edgar
Diane Harris
Zeeli Holmes
Hannah Horton
Rosemary Johnson
Maya Miller
Brenna Herzog

Custodian:
Monica Cortezano

Public Works Administration
Brad Call, Parks Superintendent
Kevin Maughan, Wastewater Superintendent
Kade Maughan, Water/Roads Superintendent
Matt Draper, Electric Superintendent

Parks
Ned Fredrickson
Seasonal (6)

Recreation
Steve Webb

Canyon Parks
Karl & Pam Loving

Linemen
Blake Ballard
Pete Cepeda
Kurt Johansen
Quentin Voth
Nate Wilcox

Meter Reader
Debbie Jewkes

Secretary
Andrea Cepeda

School Crossing Guards
Debbie Jewkes
Heidi Pearce
Shalyn Maxfield

Culinary/Storm/ Irrigation Water/ Roads
Martell Lowe
Nick Saurey
Braxton Wood
Morgan James

Cemetery
Braxton Wood

Wastewater
Tom Broadbent
Chris Crockett
Jeff Jorgensen

HYRUM CITY COUNCIL ASSIGNMENTS & CITIZEN COMMITTEES

April 2022

MAYOR

HYRUM CITY GOVERNMENT DEPARTMENTS
(SEE ORGANIZATION CHART)

ULGT BOARD OF DIRECTORS
CACHE MAYORS ASSOCIATION
CACHE METROPOLITAN PLANNING
CACHE COUNCIL OF GOVERNMENTS

CITY COUNCIL

YOUTH COUNCIL

IN CHARGE OF:
- Candy Cabin Store
- Teen Dance
- Teen Easter Egg Hunt
- Water Fight with Firemen
- Youth Parade

HELPS WITH:
- Library Book Sale
- Easter Egg Hunt
- Elk Festival
- Holiday at Hardware / Christmas Celebration
- Hot Wheels
- Memorial Day Flags
- Night Out Against Crime
- Senior Center Talent Show
- Princess Pageant
- Top of Utah Marathon
- Family Place & School Carnivals

COUNCILMEMBER McCOMBS

School Liaison
Diversity Committee

Candy Cabin
City Pageant, Float & Parades

COUNCILMEMBER CLAWSON

Irrigation Representative
Library Board
Cache Water Board

Easter Egg Hunt

COUNCILMEMBER JAMES

Recreation Represent.
Senior Center Board
Mosquito Abatement
Cache Valley Transit Bd

July 4th Fireworks & Patriotic Program
Youth Council

COUNCILMEMBER RASMUSSEN

Historic Commission
Historic Pres. Board
Business Representative
Irrigation Representative

Holiday at Hardware / Christmas Celebration

COUNCILMEMBER ADAMS

Home Owners Assoc Rep.
Tree City USA Program

Night Out Against Cr
July 4th Parade
Summer Food Truck

HYRUM CITY CORPORATION

BUDGET MESSAGE & SUMMARY FISCAL YEAR 2022-23

HYRUM CITY CORPORATION
OPERATING BUDGETS
FISCAL YEAR 2022-23
EXECUTIVE SUMMARY

To the City Council and the Citizens of Hyrum City:

It's a new year! At the beginning of a new year I like to reflect back on the past year and plan for the new year. It has been a year of happiness and a year of sorrow. When I focus on the positive, I more clearly see how many times of trial bless and strengthen our lives. I also recognize what an important part those around us have in our lives. It continues to amaze me at the service many do for others. I quote William James when I say, "Act as if what you do makes a difference. It does." I hope this year we will be able to gather as a community again and celebrate the 4th of July! We are blessed to live in America! Many sacrificed their lives so that we may live with the freedoms we have today. I appreciate the opportunity to serve another term as your mayor! Significant projects completed this year include: a new fire station; new rodeo bleachers; a big portion of Blacksmith Fork Park developed; replacement of old steel water lines; planning and construction of an upgraded Waste Water Treatment Plant; the completion of the substation on Hammer Road; new transmission lines out to West Point Dairy; continued work on the trail up Blacksmith Fork Canyon; new check valves in the irrigation department; replacing sumps on 300 South; and many new subdivisions approved and developed. It's my hope that the year 2022 will be a good year for you!

We are essentially complete with the sewer plant rebuild. Even with the delays and supply problems we were able to stay on budget. The rebuild included doubling the water basins, giving us the ability to handle growth in the future. You will soon notice the paint on the Elite Hall being removed to restore the original brick. Because the brick is soft the paint must be removed chemically to avoid damage to the brick. We can do this due to several years of RAPZ tax money that we received along with money budgeted from the city. Building of the new skate and BMX bike track at Blacksmith Fork Park will soon be underway. It is estimated to take approximately four months to be completed and ready for use in late summer. The plans are to finish the entire near 30-acre park this summer. The park will include use of new ball diamonds, an amphitheater, playground, additional restrooms, additional pickleball courts, and pavilions. Logan City gave notice to Cache County that they will not be collecting garbage in the county but will only be serving Logan residents after December 2023. The county, along with Mayors throughout the valley are looking into alternative sources to provide this service for our county and will have everything ready by that date. More details will be given as things progress.

EXECUTIVE SUMMARY (CONTINUED) FISCAL YEAR 2022-23

During calendar year 2017, there were 69 building permits issued for single family homes, 58 townhomes. Compared to 2021; 174 single family homes, and 24 town home. We are anticipating 200 more single family/town homes/multi family homes for 2021-22. There are currently sixteen subdivisions with lots available for construction. With all the new subdivisions well under way we are expecting an increase in the number of homes being built in Hyrum. We have budgeted 100 homes for 2022-23. Sales tax have also shown an upswing and we remain positive in the coming budget year with JBS, Kilgore and online sales adding new revenue.

Today we try to manage a community of more than 9,000 people and provide the quality of service they expect with the least impact on their finances.

With the unsettled economy we feel at Hyrum City that we are in great financial shape being able to provide adequate utilities and services to our citizens. Because of past budgeting and future planning, Hyrum has come out on top with many projects that are green and necessary for future growth.

Hyrum has been blessed to have leaders, employees, businesses and citizens that have worked together through the years to provide the quality of life that we now enjoy. I will continue to take care of the present and plan for the future of our great city! Thanks to each of you for what you contribute.

* * * * *

Stephanie Miller
Mayor

May 5, 2022

COMBINED GENERAL& ENTERPRISE FUNDS
REVENUE & EXPENDITURE SUMMARY
2022-23
REVENUES

FUND		2022 PROPOSED BUDGET	2022 PROJECTED REVENUES	2023 PROPOSED BUDGET	PERCENT INCREASE/ DECREASE
GENERAL		6,931,252	8,396,343	7,406,132	6.85%
CAPITAL PROJECTS		1,672,072	1,419,624	1,201,800	-28.13%
WATER		1,635,400	1,956,911	1,713,500	4.78%
SEWER		2,412,180	3,389,321	2,224,500	-7.78%
ELECTRIC		7,642,000	10,811,103	14,084,700	84.31%
IRRIGATION		407,950	538,381	1,733,882	325.02%
STORM WATER		256,700	333,585	342,750	33.52%
TOTALS		20,957,554	26,845,268	28,707,264	36.98%

EXPENDITURES

FUND		2022 PROPOSED BUDGET	2022 PROJECTED EXPENDITURES	2023 PROPOSED BUDGET	PERCENT INCREASE/ DECREASE
GENERAL		6,931,252	8,595,451	7,406,132	6.85%
CAPITAL PROJECTS		1,672,072	1,419,624	1,201,800	-28.13%
WATER		1,587,150	1,683,967	2,061,950	29.92%
SEWER		2,145,452	2,823,859	2,102,232	-2.01%
ELECTRIC		9,012,200	12,145,042	14,023,000	55.60%
IRRIGATION		374,100	272,195	1,555,850	315.89%
STORM WATER		224,200	149,204	256,300	14.32%
TOTALS		21,946,426	27,089,342	28,607,264	30.35%

HYRUM CITY
2022-23
EXPENDITURE HISTORY

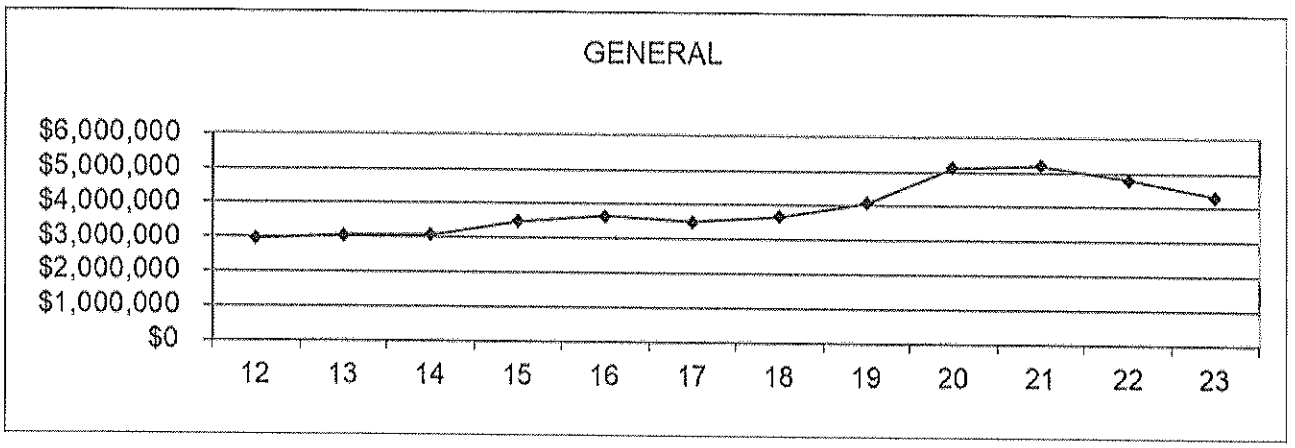
The following charts show the history of actual expenditures (projected for 2022 and budgeted for 2023). Since the necessity for capital expenditures fluctuates from year to year, these charts indicate ongoing operational expenses and do not include any capital outlay for equipment, buildings, special projects, or land.

GENERAL FUND

Expenditures in the general fund continue to rise as the population of Hyrum grows and expanded services are provided to the residents.

2021 reflects an increase due to CARES act expenditures, the new EMS contract and transfers to the Capital Project Fund. We are transferring more starting in 2018-19 to the Capital Projects fund to construct the fire station and Blacksmith fork Tail. In 2021-22 The transfer is for Blacksmith Fork Park.

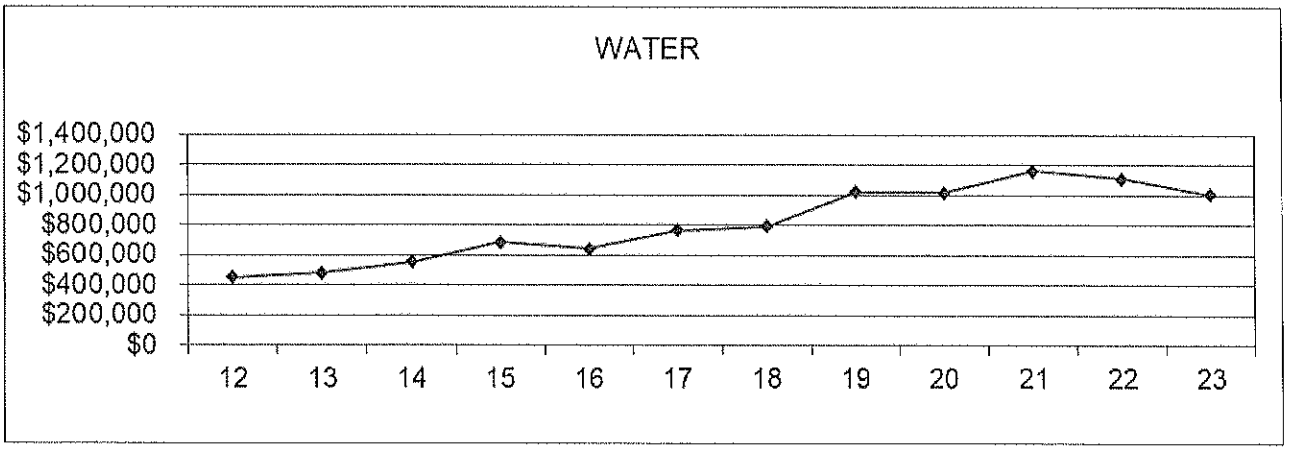
The increases in 2020-21 is from CARES act expenditures EMS contract and the mass transit tax. Transfers were made to the Debt Service fund to pay off the library in 2016 and 2017. 2020-21 budget included a CDBG grants ($100,000) for The Family Place. Northing is budgeted to transfer to the Capital project fund for Blacksmith Fork Park in 2021-22. As transfers and federal funding go away it decreases the operational expenditures.



WATER FUND

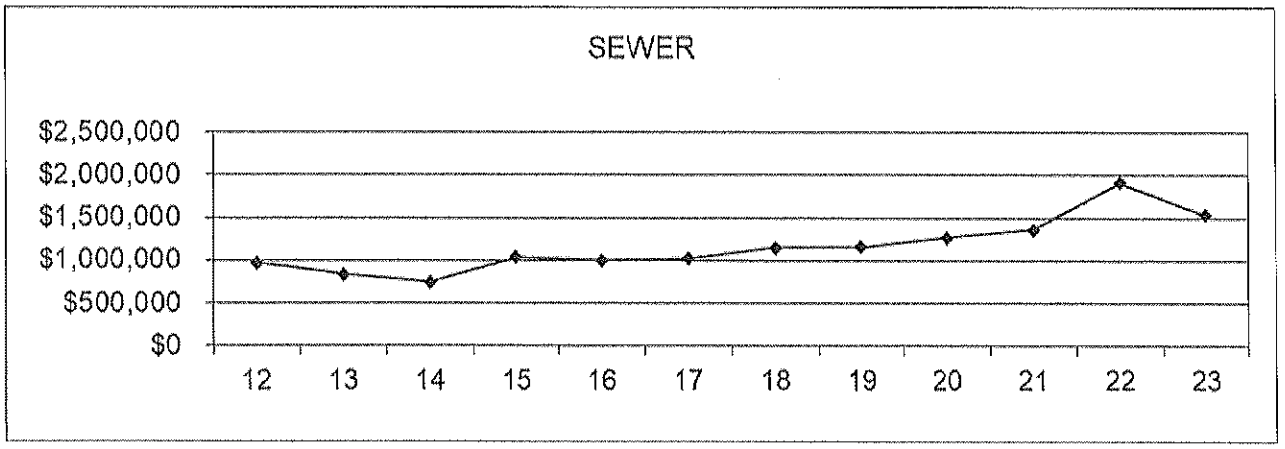
Maintenance of the distribution system has steadily increased as infrastructure ages and the system expands with additional development projects. Expenditures for professional services, utility costs and maintenance continue to increase the budgeted amounts. Starting in 2010 re-payment of the 2 Million gallon reservoir bond were included; No transfers to the General Fund have been done since 2016 and no transfer is budgeted for 2022-23; but money is budgeted for new meters. The decrease in expenditures is mainly because the 2 MG Water tank is paid off.

HYRUM CITY
2022-23
EXPENDITURE HISTORY
(CONTINUED)



SEWER FUND

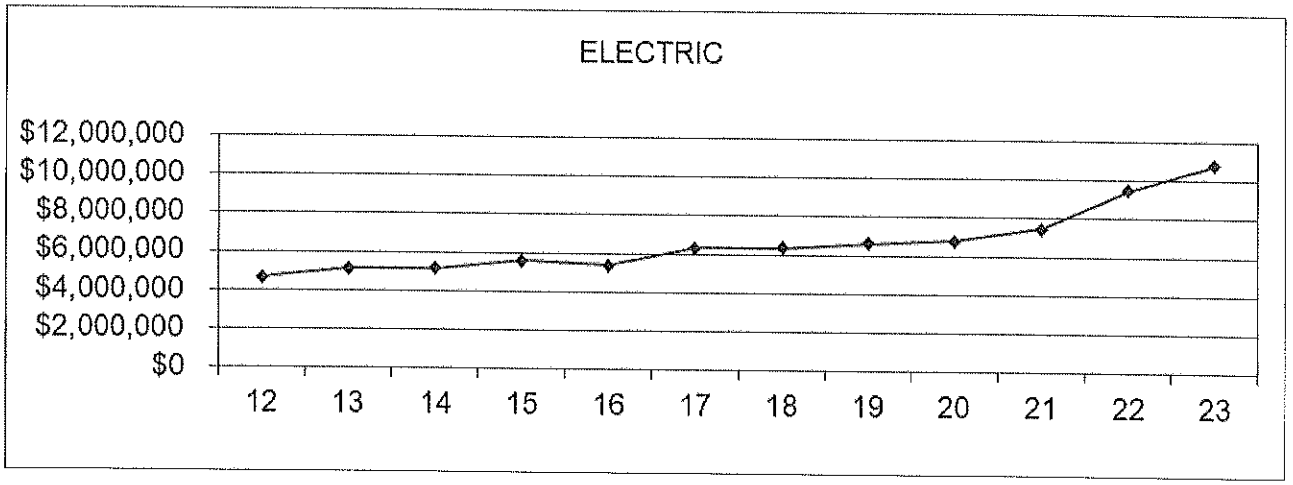
A concerted effort is being made to curtail any increase in costs for utilities and chemicals. In 2012 the increase is due to repayment of a bond on a water recycling project. The water recycling project will reduce the cost of treatment chemicals. The sharp increase starting in 2015 is due to large number of plates being purchased to continue running the plant. The increase in 2016-17 is due to paying off the water recycling bond, for the purchase of new replacement plates and additional pumping/treatment cost from a very wet year. With the new upgrades plates will not need to be replaced. As the plant ages chemical cost and plate cost steadily increase with the capital improvements completed to the plant we are hoping some of these cost will decrease with efficiency. The increase from 2020 to 2021 is because of the chemical T-Floc that is keeping the plant running efficiently while the plant receives its much needed upgrade. In 2021-22 includes paying off the original WWTP bond and starting the new WWTP upgrade bond.



HYRUM CITY
2022-23
EXPENDITURE HISTORY
(CONTINUED)

ELECTRIC FUND

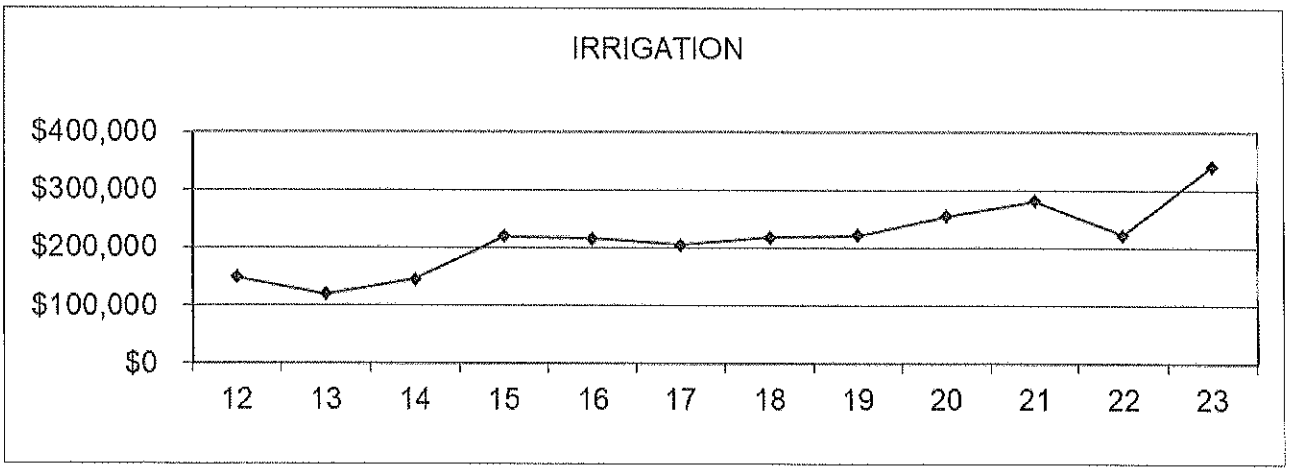
Demand for electricity continues to increase and power purchase costs. A rate increase was passed by the council in 2010. An increasing population including additional air conditioning and other electrical requirements in new homes also contributes to the steady operational increases. Also JBS new plant is on line this contributes to additional power needing to be purchased as well as Kilgore and the addition to West Point Dairy. The new metering system is now installed and contributed to the increases in 2017 and 18. 2012 a small decrease is due to no transfer to the General Fund. No transfer to the General Fund is budgeted for 2021-22. The spike in 2020-23 is due to many new homes/subdivision, increased inventory, and increased cost to purchase materials with long lead times.



IRRIGATION FUND

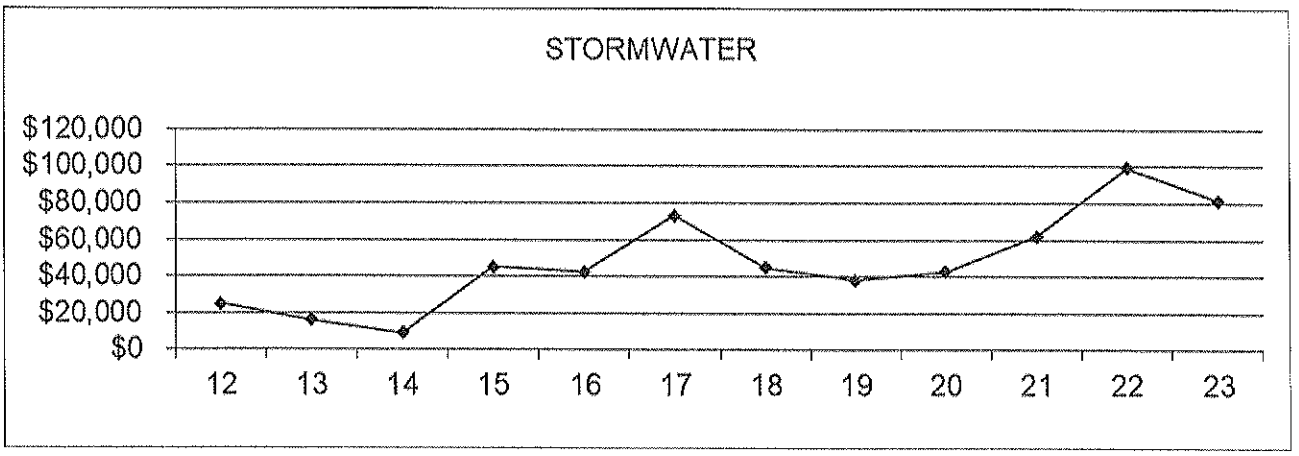
Expenditures in this fund have remained fairly consistent over the last several years with slight increases for utility and personnel costs. 2012 and 2013 show a decrease because of an employee leaving and not being replaced. Additional employees were added in 2014. A budgeted increase for 2022-23 is for additional employees to install meters for the secondary metering grant.

HYRUM CITY
2022-23
EXPENDITURE HISTORY
(CONTINUED)



STORM WATER FUND

The storm water fund was created in 2006. As the collection system facilities expand maintenance costs increase. The spike in 2011 is due to a storm water audit done by the State in 2010. To stay in compliance with the State requirements, additional training and professional services are required. The drop in 2011-2014 is due to less professional service we anticipate that we will not have the audit or any other major engineering. The spike in 2016-17 is due to repairs associated with this fund and a storm water inspector being hired. Storm Water is becoming more and more of a concern and more work is done by employees to stay in compliance. $30,000 is budgeted in 2022-23 in professional services to pay for a storm water inspector.



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HYRUM CITY BUDGET SUMMARY								
2022-23								
	GENERAL FUND	CAPITAL PROJECTS	WATER FUND	SEWER FUND	ELECTRIC FUND	IRRIGATION FUND	STORM WATER	TOTALS
REVENUES;								
Property taxes	690,000							690,000
Other taxes	2,740,000							2,740,000
Licenses & permits	78,000							78,000
Intergovernmental revenues	850,000					805,000		1,655,000
City services	1,314,000		1,442,400	1,975,000	10,360,000	351,000	340,000	15,782,400
Impact fees	299,600		249,800	209,400	126,500	59,550		944,850
Fines	106,900							106,900
Interest on investments	20,300	9,300	15,300	12,700	13,200	3,300	2,750	76,850
Rents & concessions	30,100			17,400				47,500
Miscellaneous income	333,000		6,000	10,000	585,000	5,000		939,000
Interfund transfers						510,032		510,032
Contributions - private	59,000							59,000
Contributions - desig. fund	30,500	150,000						180,500
Transfer from reserve funds	854,732	1,042,500						1,897,232
Transfer fm/(to) restricted								0
Bonds					3,000,000			3,000,000
Total Revenues	7,406,132	1,201,800	1,713,500	2,224,500	14,084,700	1,733,882	342,750	28,707,264
EXPENDITURES:								
Personnel costs	1,473,200		423,300	576,000	1,274,300	147,300	28,800	3,922,900
Materials & supplies	409,120		152,250	679,500	1,045,000	71,050	4,000	2,360,920
Systems maintenance			260,000	50,000	750,000	30,000	15,000	1,105,000
Special departmental	426,300						3,000	429,300
Prof/contract services	1,468,000		20,000	30,000	65,000	10,000	30,000	1,623,000
Insurance	66,540		7,000	17,500	25,000	3,500	500	120,040
Miscellaneous	471,240		1,000	2,000	40,000			514,240
Power purchase					7,600,000			7,600,000
Assessments						80,000		80,000
CAPITAL:								
Land/water stock								0
Buildings & grounds	60,500	50,000						110,500
Improvements	200,000	1,001,800						1,201,800
Equipment	415,200	150,000	150,000	50,000	318,700			1,083,900
New construction	1,906,000		906,000	512,532	2,905,000	1,214,000	175,000	7,618,532
DEBT SERVICE:								
Principal				142,800				142,800
Interest				40,900				40,900
Issuance cost				1,000				1,000
CONTRIBUTIONS:								
To General Fund								0
To Debt Service Fund								0
To Capital Projects Fund	510,032							510,032
Cont to Rest Fund Bal			142,400					142,400
Total Expenditures	7,406,132	1,201,800	2,061,950	2,102,232	14,023,000	1,555,850	256,300	28,607,264
Budgeted Surplus	0	0	(348,450)	122,268	61,700	178,032	86,450	100,000
Totals	7,406,132	1,201,800	1,713,500	2,224,500	14,084,700	1,733,882	342,750	28,707,264

HYRUM CITY CORPORATION

PROPERTY TAXES

HYRUM MUNICIPAL TAX RATE
2022-23

It is helpful to review the process used in determining the Certified Property Tax Rate because of the way the State computes theses taxes.

In 2003, the Utah State Legislature passed HB-116, which modified the Property Tax Act by changing the method in which the certified tax rate is calculated. The certified tax rate is now computed based on the previous year's budgeted tax revenue instead of the previous year's collected tax revenue. Even though tax funds are tied to the budgeted amount of revenue, the certified tax rate continues to decline annually unless cities choose to go through the lengthy process to raise the tax rate.

A history of the Utah State Property Tax Act follows:

Since local governments rarely collected all of the budgeted property tax, there was a continuous annual decrease in the amount of property taxes collected because of its connection to the "collected" amount of tax. This phenomenon of decreasing property tax was created in 1987 when the State Legislature, in an attempt to slow the growth of property taxes in the State, changed the levy from a "mill levy" that could increase revenues up to six percent a year to a "certified tax rate" that limited cities to the same amount of revenue collected plus new growth the previous year.

The Utah League of Cities and Towns provided this information: "The Utah Code Annotated 59-2-9, et.seq. set forth the methodology for achieving the legislative intent. For the first two years after the legislation was adopted, the statutory language read as follows: 'The Certified Tax Rate means a tax rate that will provide the same ad valorem property tax revenues for a taxing entity as were levied by that taxing entity for the prior year.' UCA 59-2-924 (2)(a)(1). Two years later, in 1991, the word was changed yet again to 'collected,' which is the word currently found in the statute. The reasons for these wording changes have faded with time, but their impact in today's environment is clear.

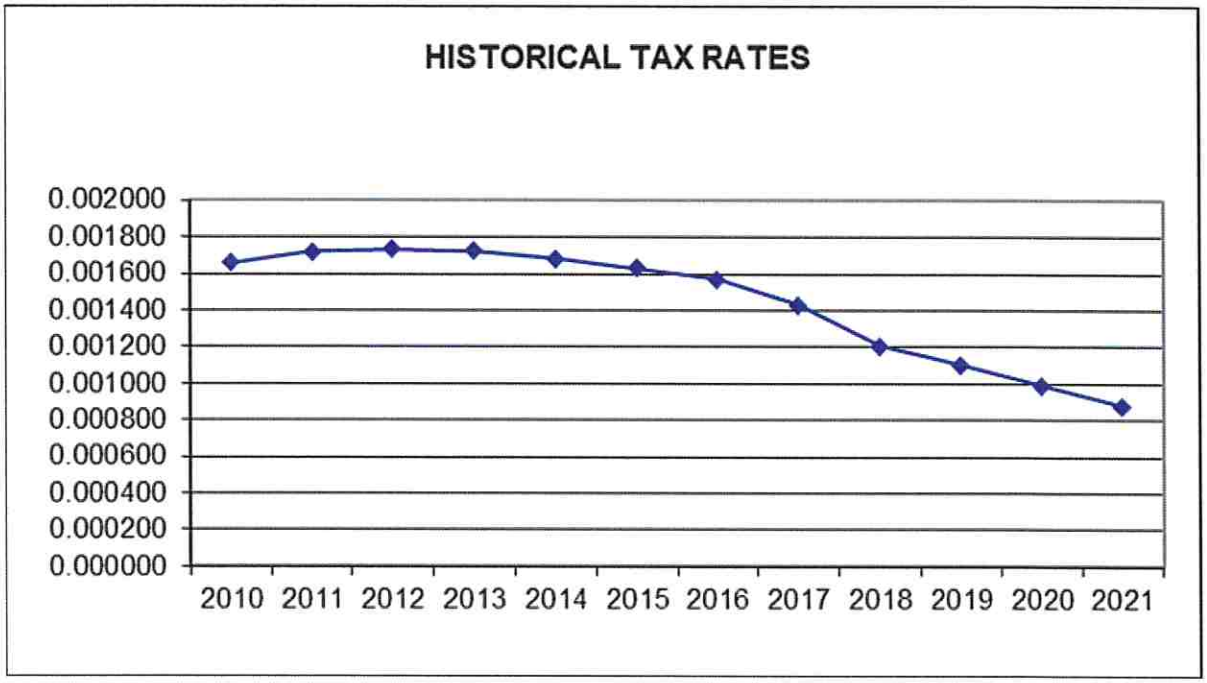
"It is important to note that new growth, delinquent taxes, and interest and penalties were not included in the calculation of certified tax rate, since they vary from year to year. The purpose of the legislation, simply stated, was to assure cities that they would receive the same revenue as they were entitled to receive the previous year. Unfortunately, there was a serious problem that arose from using the word 'collected.' Simply stated, if the revenue collected by the county was less than the taxing entity was entitled to receive, that lesser amount (the shortfall) became that base for the following year.

"The possible reasons for shortfalls have to do with the fact that setting the tax rate involves many parties—the state tax commission (valuing centrally assessed property, handling property tax appeals for centrally assessed and appeal from the county board of equalization), counties (estimating personal property and relieving taxes through the board of equalization), court decisions (involving property tax appeals), property taxpayer declarations (for personal property), and even the taxpayer himself (by the timing of

HYRUM MUNICIPAL TAX RATE
2022-23
(CONTINUED)

when he pays his taxes). While this will not prevent shortfalls or windfalls in the year they occur, it will prevent them from being compounded by incorporating them into the revenue calculation for subsequent years."

The following graph shows the annual change in property taxes using the Certified Tax Rate. A tax rate adjustment was approved for fiscal 2010-11. The drop in 2009 was due to the drop in home prices that is why an adjustment was made. No adjustment to 2022 taxes is anticipated.



PROPERTY TAX ASSESSMENTS
2022-23

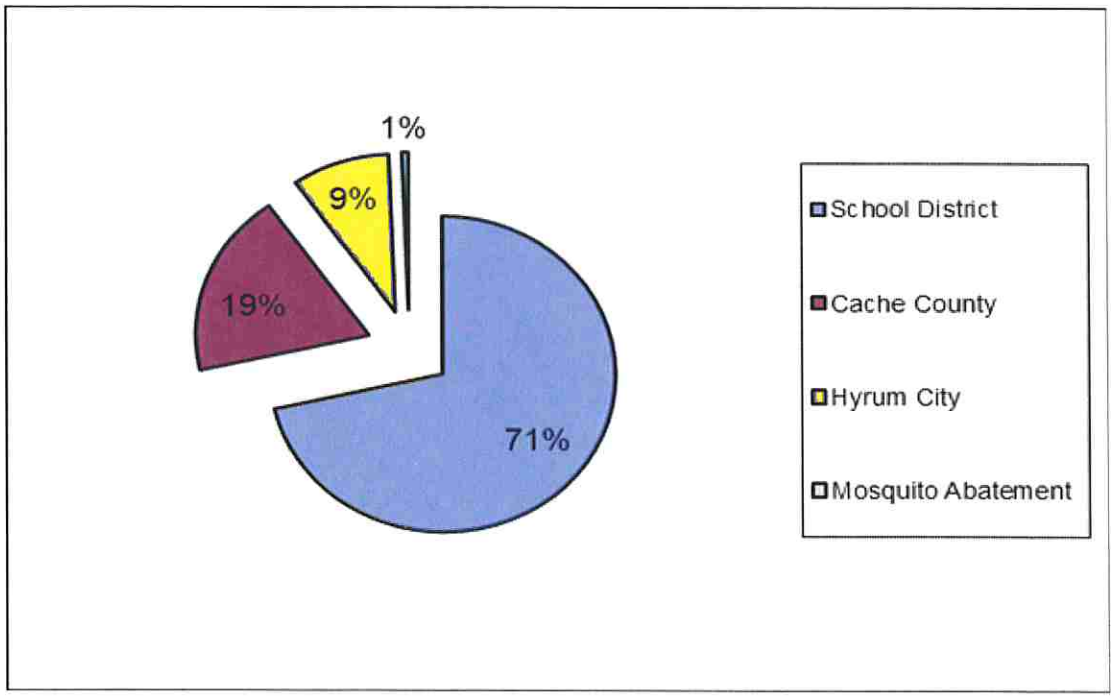
This graph represents the allocation of property tax dollars. The property tax assessment on a home with a market value of $365,000 would be $1,922.98

This total is calculated as follows:

Home value	$365,000
45% of the home value is exempt	-164,250
Taxable value of home	$200,750

These figures and graph are based on 2021 property tax percentages:

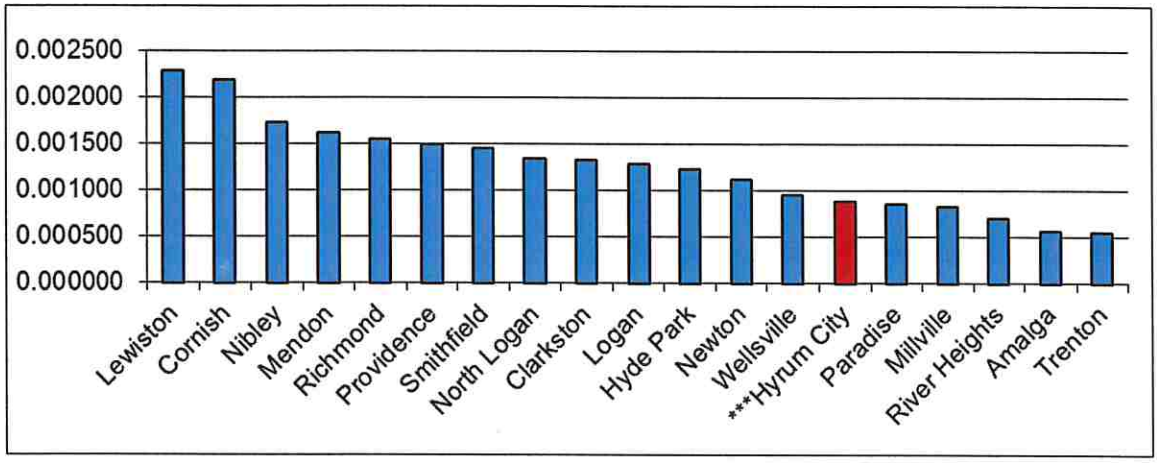
Cache County School District	$1,373.33	.006841
Cache County	$ 361.95	.001803
Hyrum City	$ 176.66	.000880
Mosquito Abatement	$ 11.04	.000055
	$1,922.98	



Three thousand five hundred homes at $176.66 each will generate $618,310 in property tax revenue. Based on 2022-23 General Fund budget estimates, Hyrum City provides approximately $1,856.04 worth of General Fund services to each home (not including solid waste collection or utility services). This means that $1,679.38 of those services must come from sources other than property tax.

CACHE COMMUNITY TAX RATES
2022-23

The following graph indicates Certified Tax Rates published for the year 2021 by the Utah State Tax Commission. We will not know how much our rate for 2022 changes until after the budget is approved, but are using 2021 figure of .00088 for purposes of this budget.



These community tax rates are the published figures for 2021 from Utah State Tax Commission web site. The actual Certified Tax Rates are as follows:

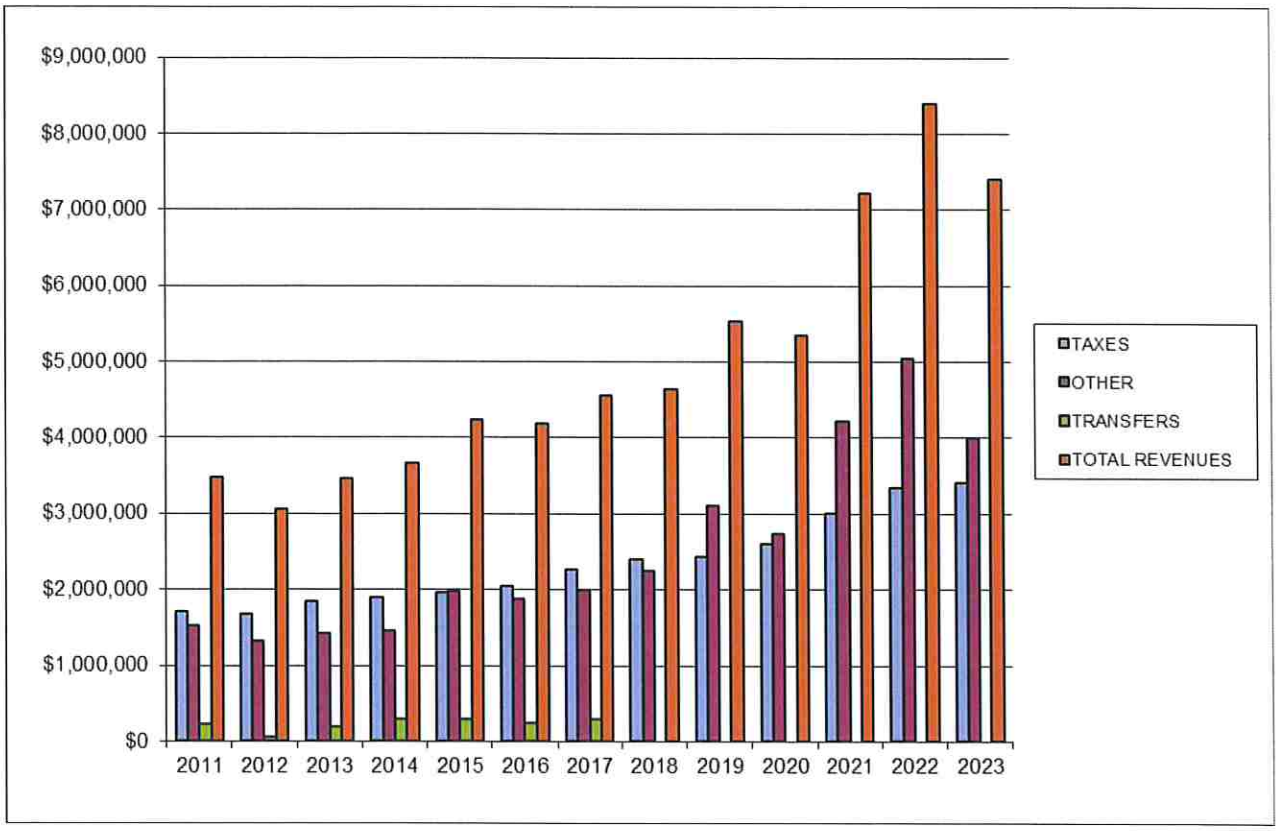
Municipality	Tax Rate
Lewiston	0.002288
Cornish	*0.002199
Nibley	*0.001732
Mendon	0.001619
Richmond	*0.001551
Providence	0.001500
Smithfield	0.001460
North Logan	0.001344
Clarkston	0.001337
Logan	0.001290
Hyde Park	*0.001230
Newton	*0.001127
Wellsville	0.000949
***Hyrum City	0.000880
Paradise	*0.000857
Millville	*0.000836
River Heights	0.000706
Amalga	0.000572
Trenton	0.000546
Lewiston	0.002288

*The rates for these cities include cemetery district taxes.

HYRUM CITY CORPORATION

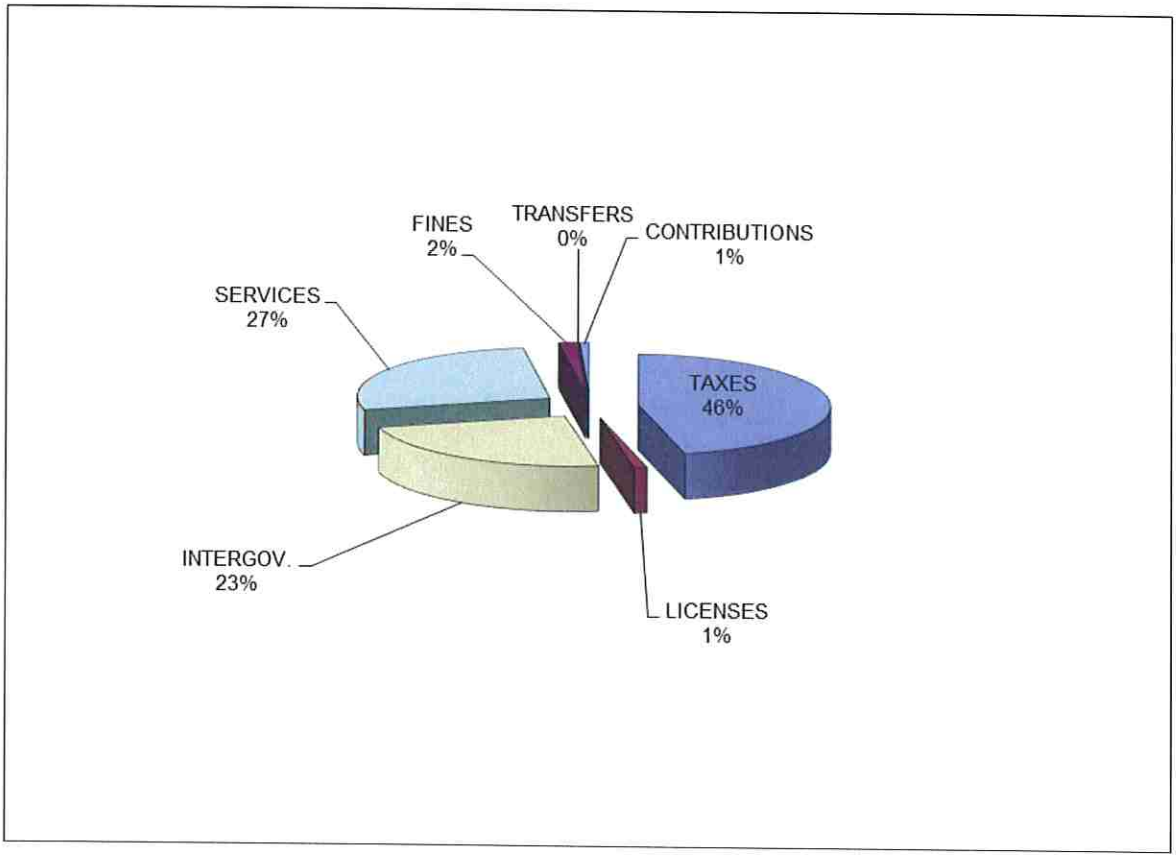
GENERAL FUND REVENUES

GENERAL FUND REVENUES
2022-23



This chart tracks total General Fund revenue compared with taxes, transfers, and other revenues. Revenues budgeted for 2022-23 are 6.85% more than those budgeted in 2021-22. No Transfer is budgeted for 2022-23 and has not been sense 2017. The mass Transit tax was imposed in 2013 increasing the overall tax revenue. Tax revenue was also increased due to the Kilgore, and JBS annexations. CARES act funding was also a big contributing factor in the large increase in 2020-21 and ARPA Funds in 2021-22.

GENERAL FUND BUDGET 2022-23
REVENUE PERCENTAGES



Taxes remain the largest source of General Fund revenue for 2022-23. Tax revenues include property tax, delinquent property tax collections, fee in lieu, sales tax, franchise, energy taxes and a mass transit tax.

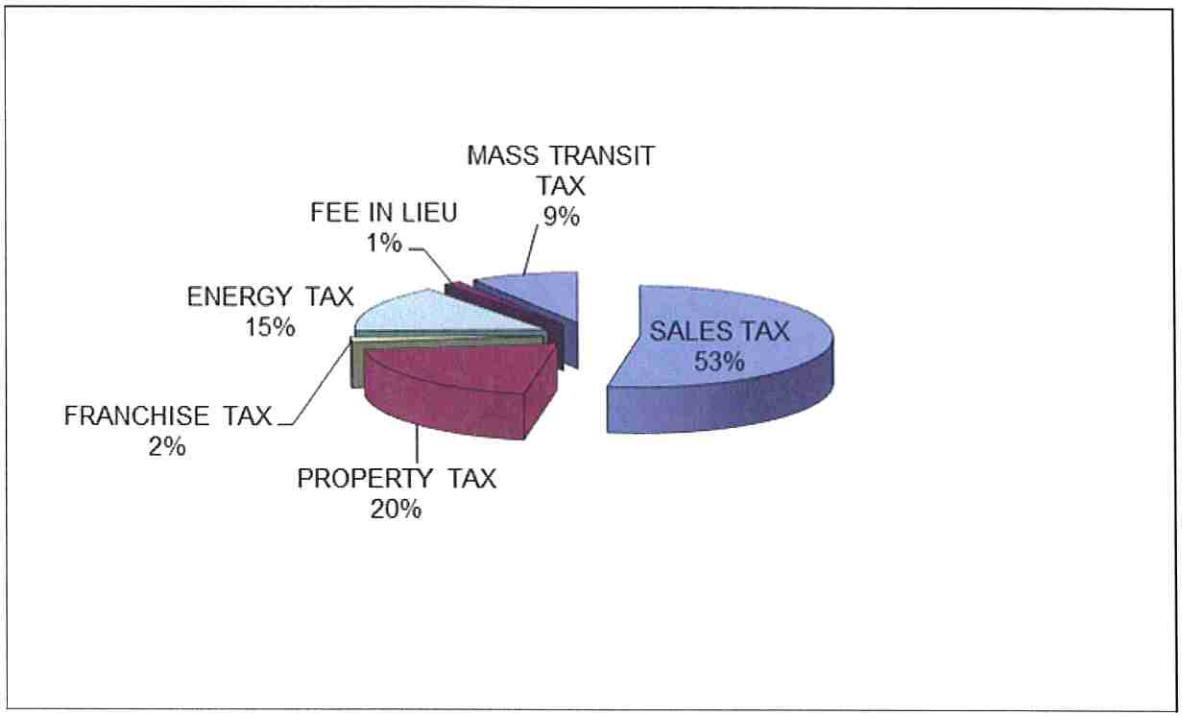
Contributions are donations from private sources and include money donated to the senior citizen center and miscellaneous other donations to fire, first responders, parks, museum etc.

ARPA funds are included in the intergovernmental part of the graph. Transfers are dollars moved from one fund to another and no transfer is budgeted for 2022-23. A transfer is proposed on the expenditure side from the General Fund to the Electric Fund.

Intergovernmental Funds this year include, $600,000 B&C and additional road funds from the State. State and federal Grants this year are budgeted include ($22,000) population grant, ($200,000) TAP sidewalk grant, ($5,900) CLEFT grant, and ($22,100) from other grants.

Fines include those received from the Justice of the Peace Court, the Library, and parking citations.

TAX REVENUES BY SOURCE
2022-23



Tax dollars projected for 2022-23 supply 46% of General Fund revenues.

Sales tax continues to be the largest source of tax revenue, contributing 53% of total tax dollars. Sales Tax has really increased the last few year with JBS and Kilgore being annexed. Energy tax projections make up 15% of the tax revenue and property tax revenues are projected to be 20%.

The final 12% of tax revenue is made up of franchise taxes, fees-in-lieu and the Mass Transit Tax. The Mass Transit Tax is just a pass through we record it as a revenue and an expenditure.

HYRUM CITY GENERAL FUND
2022-23
REVENUES

CODE	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
3110	Property taxes - current	518,237	557,855	608,426	656,552	499,621	656,552	675,000	2.81%
3115	Fee in lieu	45,289	45,059	46,354	50,000	20,962	48,879	50,000	0.00%
3120	Property taxes - delinquent	8,796	6,543	6,129	15,000	182	4,641	15,000	0.00%
3130	General sales taxes	1,166,328	1,285,754	1,550,838	1,450,000	891,796	1,785,796	1,800,000	24.14%
3140	Franchise taxes	54,653	54,524	52,775	55,000	15,064	52,441	55,000	0.00%
3145	Energy sales & use tax	463,266	441,300	465,425	500,000	232,727	505,312	510,000	2.00%
3150	Mass Transit Tax	171,078	207,340	279,086	305,000	150,189	295,189	310,000	1.64%
3210	Business licenses	14,808	17,619	17,792	15,000	3,670	17,840	17,000	13.33%
3221	Building permits	68,483	112,438	115,521	50,000	55,310	115,633	50,000	0.00%
3225	Animal licenses	10,377	9,669	10,882	11,000	1,164	11,312	11,000	0.00%
3340	State, County & Federal grants	405,025	119,136	294,065	605,000	3,132	610,879	250,000	-58.68%
3341	CARES Act			720,793	480,700				-100.00%
3342	ARPA					510,032	1,020,064		
3356	Class C Road allotment	352,534	487,825	578,803	540,000	220,040	596,211	600,000	11.11%
3358	State liquor allotment	6,206							
3370	County fire grant	15,569	15,743						
3413	Zoning & subdivision fees	205,571	27,185	214,780	50,000	39,587	169,190	50,000	0.00%
3415	Sale of maps & publications	314	197	85	1,000	19	66	1,000	0.00%
3422	Special protective services	128,068	119,731	118,520	100,000	1,652	143,442	120,000	20.00%
3440	Solid waste collection	749,831	788,323	892,580	930,000	483,808	972,590	1,000,000	7.53%
3441	Emergency Medical Services			99,588	186,200	88,028	177,524	200,000	7.41%
3455	Animal control fees	1,958	2,785	1,751	3,000	2,074	2,710	3,000	0.00%
3473	Recreation	20,527	15,241	15,429	20,000	2,430	16,109	20,000	0.00%
3474	Community Progress activities	825	4,229		2,000			2,000	0.00%
3475	Youth Council activities	2,907	2,107	1,491	3,000	1,520	3,011	3,000	0.00%
3476	Library use fees	44,250	49,480	48,388	55,000	2,567	48,866	55,000	0.00%
3477	Road impact fees	200,982	188,518	99,712	77,900	65,436	155,800	77,900	0.00%
3479	Parks impact fees	405,711	434,532	456,702	221,700	223,917	443,400	221,700	0.00%
3480	Cemetery	47,625	53,050	60,510	50,000	41,050	73,760	60,000	20.00%
3490	Miscellaneous	90,685	79,020	238,197	100,000	17,242	53,597	100,000	0.00%
3510	Court fines	75,689	102,266	103,792	100,000	56,538	124,407	100,000	0.00%
3512	Library fines	6,790	4,345	2,348	6,500	2,237	3,118	6,500	0.00%
3513	Parking tickets	145	325	130	400	100	320	400	0.00%
3610	Interest earnings	31,617	35,770	11,282	10,300	6,460	12,916	20,300	97.09%
3620	Building & facility rents	34,356	30,183	34,723	25,000	18,179	40,308	30,000	20.00%
3622	Library room rental	10			100	10	20	100	0.00%
3640	Sale of Fixed Assets	126,492		11,753	160,000	35,000	157,000	35,000	-78.13%
3650	Sale of materials & supplies	14,309	11,152	3,440	10,000	14,393	14,670	10,000	0.00%
3651	Sale of library materials	2,250	1,660	1,160	1,000	1,576	1,892	1,000	0.00%
3652	Library copy & laminating fees	1,399	1,011	679	2,000	518	851	2,000	0.00%
3830	Contributions - utility								
3870	Contributions - private Senior Citizens	5,526	6,257	1,295	10,000	1,966	3,969	10,000	0.00%
3871	Contributions - sr. citizen trips	9,007	1,111	710	10,000	-18	500	10,000	0.00%
3872	Contribution - Library	400			2,000	100	100	2,000	0.00%
3874	Contributions - Elite Hall	10,663	833		10,000		500	10,000	0.00%
3875	Contributions - Museum	6,692	15,292	9,333	20,000	26,420	41,386	20,000	0.00%
3876	Contributions - Misc.	2,548	3,361	44,865	7,000	868	1,958	7,000	0.00%
3891	Trans from desig funds (FD)				23,900		11,614	30,500	27.62%
3893	Trans from gen fund unapp							854,732	
	Total General Fund Revenues	5,527,796	5,338,769	7,220,132	6,931,252	3,737,566	8,396,343	7,406,132	6.85%

GENERAL FUND REVENUES
2022-23

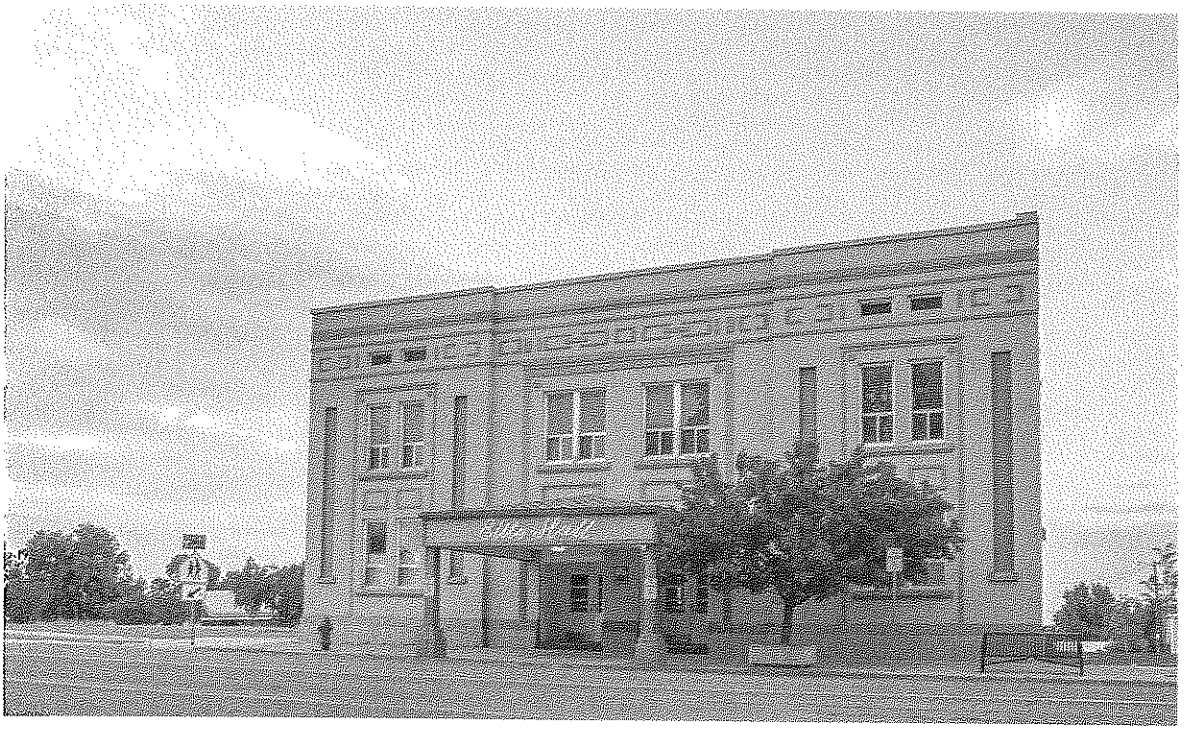
ACCOUNT TITLE	2022 BUDGET	2022 PROJECTED REVENUES	2023 PROPOSED BUDGET	BUDGET NOTES
Property Taxes - Current	656,552	656,552	675,000	The County Assessor assures us that property values have increased in Cache County and the increased property tax revenue reflects a decrease in the Certified Tax Rate but an increase for new growth. JBS and Kilgore are fully Annexed and have increased the overall property tax.
Fee in Lieu – Motor Vehicles	50,000	48,879	50,000	These funds are assessed and collected by Cache County and charged on all motor vehicles, recreational vehicles, etc. All vehicles are assessed at the same rate statewide.
Property Taxes – Delinquent	15,000	4,641	15,000	Revenues from delinquent property tax collections.
Sales Taxes	1,450,000	1,785,796	1,800,000	Sales tax revenue have increased due to JBS and Kilgore being annexed. Online sales have also increased the sales tax revenue.
Franchise Taxes	55,000	52,441	55,000	Franchise taxes remain constant each year. These fees are received from cable franchise and both land and cell telephones.
Energy Sales & Use Tax	500,000	505,312	510,000	The budgeted amount is based on projected amounts for 2021-22.
Mass Transit Tax	305,000	295,189	310,000	In 2013 this tax was applied to Hyrum on the CVTD. It is just a pass through. Expenditures are budgeted to cover the cost.
Business Licenses	15,000	17,840	17,000	Included in this fund is Landlords and regular business licenses.
Building Permits	50,000	115,633	50,000	The Cache County Building Department issues building permits and provides all inspections for Hyrum City. The County returns 20% of the building permit fee to the City. 2022-23 estimates are based on construction of 100 new dwelling units located throughout the community.
Animal Licenses	11,000	11,312	11,000	Dog license fees remained constant. $12 spayed or neutered $22 for unaltered and $5 late fee.
State, Federal, County Grants	605,000	610,879	250,000	This includes; $5,900 CLEFT grant, $22,000 population grant, $200,000 TAP Sidewalk Grant, and $22,100 from other grants.
CARES Act	480,700			CARES Act is Federal funding that helps with any COVID-19 budget shortfalls.
ARPA		1,020,064		ARPA funds will be transferred and expended in the Sewer fund and Irrigation fund respectively.
Class C Road Allotment	540,000	596,211	600,000	This money is used to fix and repair roads. Additional money was approved with the new County transportation sales tax.
Zoning & Subdivision Fees	50,000	169,190	50,000	These are fees paid by developers and tied to the engineering cost estimates for professional services and fees associated with new development. They continue to fluctuate from year to year as building increases so does this fund.

ACCOUNT TITLE	2022 BUDGET	2022 PROJECTED REVENUES	2023 PROPOSED BUDGET	BUDGET NOTES
Sale of Maps & Publications	1,000	66	1,000	Based on average sales during the past several years. This includes the sale of the history book.
Special Protective Services	100,000	143,442	120,000	This figure represents annual contracts for fire coverage with Nibley and Millville at $11.50 per capita. It also includes reimbursement for fire protection to County areas and Forest Service ground.
Solid Waste Collection	930,000	972,590	1,000,000	Hyrum City adds five percent to solid waste charges to cover billing costs and $1 per service per month to pay for dumpsters brought in for the Spring clean-up in April. Recycling adds a mandatory $3 to each bill, however green waste containers remain optional. An increase for residential was approved by Logan Environmental and took effect January 1st 2021.
Emergency Medical Services	186,200	177,524	200,000	This fee was started in January 2021 at $4.00 per service per month. These fees will help off set the new EMS expenditures. This goes up 3% every July 1st.
Animal Control Fees	3,000	2,710	3,000	These are fees charged for impounded animals, boarding, stray pen, sale of animals, etc. generated by the Animal Control Department. Blacksmith Fork Veterinary Clinic houses stray dogs until they are claimed by their owners, sold, or euthanized.
Recreation	20,000	16,109	20,000	Fees collected for ball registrations to cover costs of equipment, umpire fees, insurance, and other expenses associated with operation of the baseball/softball programs for the south end of the valley. Wellsville, Nibley, Millville, and Mendon, participate in the program and are billed according to the number of players who enroll in the program. All registration is now done online.
Community Progress Activities	2,000	0	2,000	Revenue fluctuates in this category from year to year based on July 4 celebration and whether other city-related items are sold to the public.
Youth Council Activities	3,000	3,011	3,000	Funds generated through activities organized and promoted by the Youth Council. The July 4th youth dance remain their primary fundraisers. Also, the sale of penny candy at the cabins.
Library User Fees	55,000	48,866	55,000	Includes 2021-22 amounts assessed to Wellsville and Nibley for use of the library and individual user fees paid by those in cities not participating. The rate will increase from $41 to $42 in 2021-22.
Road Impact Fees	77,900	155,800	77,900	Road impact fees continue to be used to pay the cost of the road extension of 300 South to 1300 East. They are based on construction of 50 homes east of 800 East at $1,558 each.
Park Impact Fees	221,700	443,400	221,700	Park impact fees are also based on 100 homes constructed throughout the community at $2,217 each. These fees are used for design and development of new park areas.

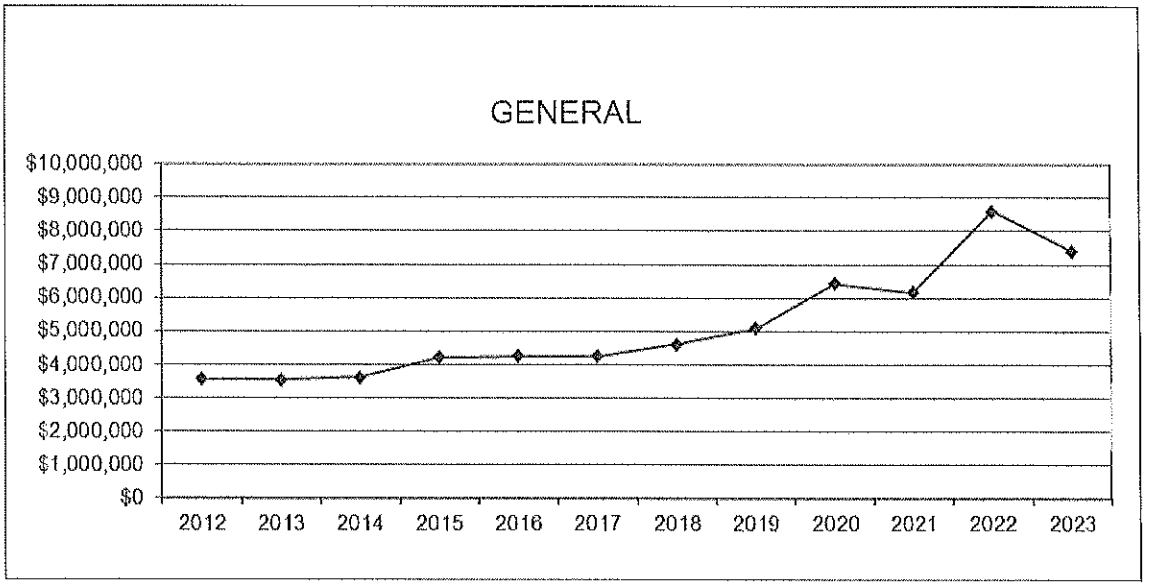
ACCOUNT TITLE	2022 BUDGET	2022 PROJECTED REVENUES	2023 PROPOSED BUDGET	BUDGET NOTES
Cemetery	50,000	73,760	60,000	Includes charges for the purchase of cemetery lots and opening/closing of graves. Prices were increased April 2018.
Miscellaneous	100,000	53,597	100,000	Miscellaneous revenues include copy fees, sale of materials, publications, etc. This budget amount is based on amounts received during the last several years.
Court Fines	100,000	124,407	100,000	Revenues have increased due Nibley and Mendon coming to Hyrum.
Library Fines	6,500	3,118	6,500	Library fines are projected to remain constant during 2022-23.
Parking Tickets	400	320	400	Parking citation revenue have slowly decreased the last few years.
Interest Earned	10,300	12,916	20,300	Interest rates are currently at .5741 % for funds invested at the Cache Valley Bank. The rates have increased due to the Federal Reserve increasing rates.
Building & Facility Rents	25,000	40,308	30,000	Includes rental fees from the Civic Center, Elite Hall and canyon areas.
Library room rental	100	20	100	This room is rented sporadically, $100 has been budgeted for 2022-23.
Sale of Fixed Assets	160,000	157,000	35,000	Based on sales of items declared surplus by the City Council. This Includes $10,200 for the sale of an old roller from the Roads and $24,500 from surplus property.
Sale of Materials & Supplies	10,000	14,670	10,000	These funds are received primarily from sales of craft items and quilts at the Senior Center.
Sale of Library Materials	1,000	1,892	1,000	This revenue source comes from reimbursement for lost library items, outdated library materials, and book fairs.
Library copy and laminating fees	2,000	851	2,000	This revenue source is for copies and laminating at the library for the public.
Contributions – Utilities	0	0	0	The 2022-23 budget is proposing no transfer from the electric utility.
Contributions – Private	10,000	3,969	10,000	This budget includes contributions for lunches at the Senior Citizen Center.
Contributions – Sr. Center Trips	10,000	500	10,000	The Senior Center likes to take trips this is to offset the cost.
Contributions – New Library	2,000	500	2,000	This was previously in the library trust fund.
Contributions – Elite Hall	10,000	500	10,000	This fund is to track money for the Elite Hall.
Contributions – Museum	20,000	41,386	20,000	This Fund is set up to track Museum donations. The Museum is asking for donations for exhibit development.
Contributions – Misc.	7,000	1,958	7,000	This Fund is set up for Misc. donations.
Transfer from designated funds	23,900	11,614	30,500	This is revenue to offset money spent from departments designated funds. $5,000 is for Senior Center kitchen sink, $4,000 kitchen and craft room flooring, $1,500 for new toilets. $10,000 library, and $10,000 for the Museum exhibit development.
Transfer from general fund un appropriated	0	0	854,732	This line item is used to balance the budget if needed.
Total General Fund Revenues	6,931,252	8,396,743	7,406,132	

HYRUM CITY CORPORATION

GENERAL FUND EXPENDITURES



GENERAL FUND EXPENDITURES
2022-23



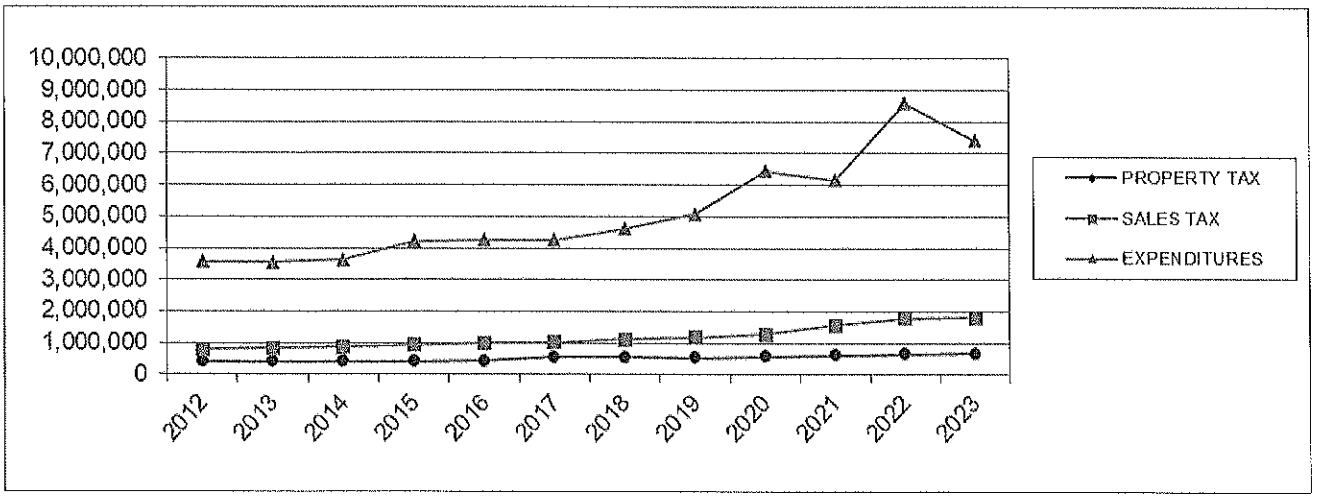
This chart depicts General Fund expenditures over the past 11 years.

Increases are primarily for capital projects started and completed during these years.

In the years since 2008, the General Fund has made annual contributions to both the Capital Projects and Debt Service Funds; $1,000,000 is proposed for 2021-22 for the Capital Projects Fund for Blacksmith Fork Park. The library bond was paid off in January 2017 ending the need for the Debt Service Fund. $1,500,000 transfer to the electric department is being proposed in 2021-22 and ARPA funds $510,032 in 2021-22 for Sewer and $510,032 in 2022-23 for Irrigation.

The largest expenditures included in this year's budget are road rebuild and slurry seal including 900 West Road rebuild; 300 South sidewalk in roads. The Elite Hall restoration in General Government buildings will be completed in 2021-22.

PROPERTY & SALES TAXES COMPARED WITH EXPENDITURES 2022-23



This chart compares sales and property tax to total General Fund expenditures. Property taxes have fluctuated over the past 11 years from a low of 7.64% of expenditures in 2022 to a high of 12.72% in 2017.

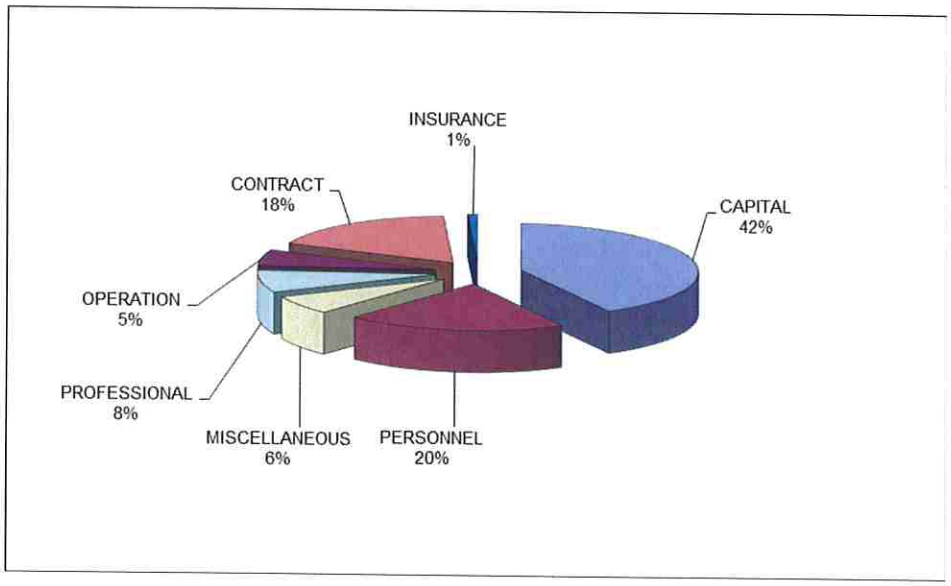
A property taxes increase in 2008-09 made the percentage 10.71%. With the property tax increase in 2010-11, the percentage increased to 12.21%. No tax increase is proposed at this time.

Sales tax revenue have also fluctuated during the last 11 years fluctuating between 19.99% of sales tax compared to expenditures in 2020 and 24.30% in 2023. Sales tax increased from 2010-13 due to Ruby pipeline.

The spike in expenditures is due to CARES act money and transfer to capital projects and enterprise funds. Also the Elite Hall restoration.

Property and sales taxes remain the primary sources of revenue for the General Fund. The remaining funding must come from other sources. Property Tax and Sales tax have been helped by the annexation of JBS and Kilgore.

GENERAL FUND BUDGET 2022-23
EXPENDITURE PERCENTAGES



Capital is the largest expense in 2022-23. A large portion of capital includes a transferred to the Irrigation fund for secondary water metering. The Debt service is no longer needed because the library bond was payed off January 2017. Contract includes law enforcement coverage, solid waste and newly added EMS contract.

Capital expenditures this year total $3,091,732 and include:

- EMS- Equipment updates$5,000.
- EMT- Equipment updates $5,000.
- Fire- Ice rescue suit $3,000.
- Roads- $200,000 to finish the sidewalk on 300 South from (400 East-Center); $35,000 for sidewalk grinding/leveling; these two are in the 480 account. A trade in of a roller ($55,200-10,200); $75,000 for a flat bed truck for the mag chloride tank; slurry seal $179,500; road rebuilds $1,026,500 and $700,000 for 900 West (Hwy 165-700 North) rebuild and widening.
- Shop- New forklift $50,000
- Parks- Includes a rodeo grounds shop driveway $20,000; two more pickle ball courts at East Park $65,000; tree trimming at East Park $15,000; Mt. Sterling Park 50% impact fees $105,000; Little Bear roadway parking strip sign landscaping $5,000; playground equipment for Salt Hollow/BSFP $10,000; a new flatbed truck $65,000; Grass Hopper mower $25,000; walk behind sod cutter $6,500; a John Deere Gator $25,000; stand on field groomer $35,000; Stiner blower attachment for leaves $5,500.
- Museum- New Exhibits $10,000.
- Senior Center- A new kitchen sink $5,000; kitchen and craft room flooring $4,000; new toilets $1,500.
- Library- Includes $7,000 to replace flooring in the children's area; $2,000 to replace the couches; and $1,000 for a new magazine rack.
- Cemetery- Capital includes a furnace and power hookups to the new cemetery building $20,000; and a new compact mini loader split with water dept. $50,000.
- Irrigation- ARPA money for secondary water metering $510,032.

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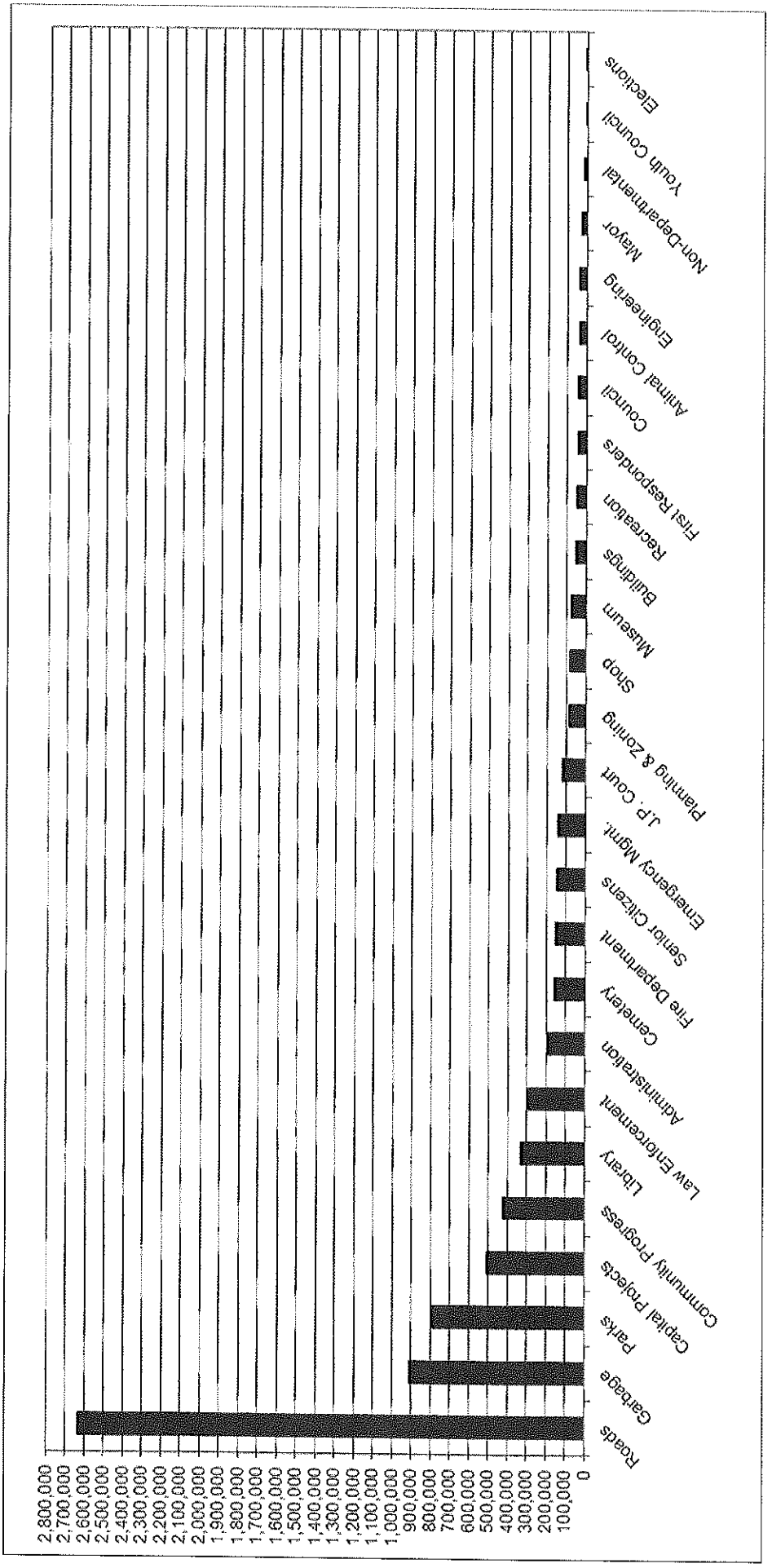
GENERAL FUND BUDGET
BY DEPARTMENT – 2022-23



HYRUM CITY GENERAL FUND
2022-23
BUDGET EXPENSE APPROPRIATIONS

CODE	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
4110	Council	33,033	31,269	34,805	43,850	19,514	39,609	43,900	0.11%
4120	J.P. Court	68,761	70,348	96,425	118,600	64,945	140,505	123,300	3.96%
4130	Mayor	20,493	21,132	23,085	29,800	12,774	26,058	29,800	0.00%
4140	Administration	137,260	165,282	155,880	190,000	87,552	172,152	189,200	-0.42%
4150	Non-Departmental	11,152	12,473	10,521	17,300	11,260	12,510	17,300	0.00%
4160	General Buildings	65,318	174,577	64,212	214,700	19,007	477,960	56,000	-73.92%
4170	Election	257	2,638	1,595	20,400	339	339	1,500	-92.65%
4180	Planning & Zoning	59,988	48,043	65,133	79,550	31,663	69,951	88,350	11.06%
4210	Law Enforcement	288,770	282,564	246,035	295,500	295,379	295,379	295,500	0.00%
4212	Emergency Management Services	15,517	21,083	72,315	136,750	66,415	133,461	144,950	6.00%
4215	First Responders	37,302	39,086	34,049	92,670	25,377	82,798	48,450	-47.72%
4220	Fire Department	125,779	110,070	97,108	149,700	65,742	105,358	151,600	1.27%
4253	Animal Control	35,500	40,006	37,432	41,210	18,817	39,085	41,710	1.21%
4410	Roads	1,052,567	1,161,479	1,033,649	1,871,000	542,071	1,119,828	2,635,000	40.83%
4420	Solid Waste	688,918	733,976	819,834	835,000	440,937	895,368	910,000	8.98%
4440	Shop	24,865	23,231	25,536	45,900	11,861	24,965	83,700	82.35%
4510	Parks	620,263	555,824	541,973	766,800	378,241	737,688	789,300	2.93%
4550	Engineering	9,630	13,254	29,099	75,750	15,430	71,740	38,550	-49.11%
4561	Recreation	28,541	27,413	28,643	51,400	4,115	31,139	52,500	2.14%
4562	Museum	56,483	77,055	65,874	69,000	43,878	115,365	76,000	10.14%
4563	Youth Council	7,136	4,819	2,512	12,550	2,277	6,448	10,550	-15.94%
4564	Senior Citizens	112,227	112,697	85,264	132,300	52,585	105,960	149,400	12.93%
4580	Library	276,113	281,464	297,288	319,550	175,863	323,516	334,050	4.54%
4590	Cemetery	71,704	68,057	63,391	149,800	64,690	156,179	160,090	6.87%
4620	Community Progress	521,747	354,798	1,230,629	900,100	153,887	402,058	425,400	-52.74%
4700	Contribution-Debt Service								
4800	Contribution-Capital Project	716,978	2,000,000	1,000,000	272,072		1,000,000		-100.00%
4900	Transfer to Enterprise Funds						510,032	510,032	
5000	Transfer to Electric Fund						1,500,000		
	Total GF Expenditures	5,086,302	6,432,638	6,162,287	6,931,252	2,604,619	8,595,451	7,406,132	6.85%
	Surplus	441,494	(1,093,869)	1,057,845	0	1,132,947	(199,108)	0	
	Totals	5,527,796	5,338,769	7,220,132	6,931,252	3,737,566	8,396,343	7,406,132	6.85%

HYRUM CITY GENERAL FUND
2022-23
CITY COUNCIL

Current Councilmembers with their terms are:

	From	To
Stephen G. Adams	1-1-20	1-1-24
Jared L. Clawson	1-1-22	1-1-26
Paul C. James	1-1-22	1-1-26
Vicky McCombs	1-1-20	1-1-24
Craig L. Rasmussen	1-1-20	1-1-24

The City Council is the legislative branch of municipal government and is comprised of five members, all of whom are elected at large. The Council is responsible to evaluate and pass ordinances, approve the budget, and consider other items that come before them during Council meetings.

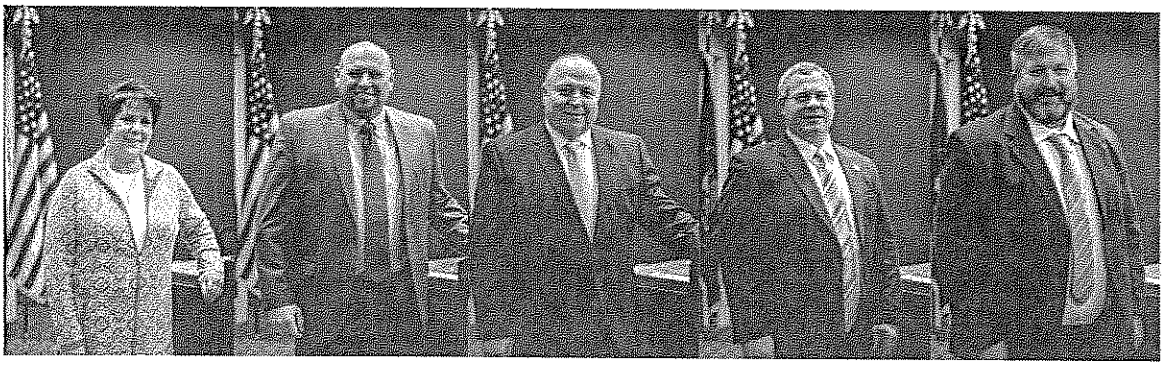
RELATED REVENUES: None

PERSONNEL: This budget proposes no salary increase.

OPERATION AND MAINTENANCE: Travel includes funding for attendance at the annual and mid-year League training conferences ($10,000).

BUDGET EXPENSE APPROPRIATIONS

CODE 4110	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2021 BUDGET	2021 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
110	Employee salaries & wages	24,000	24,000	30,000	30,000	15,000	30,000	30,000	0.00%
130	Employee benefits	2,441	2,432	3,004	3,250	1,148	3,005	3,300	1.54%
230	Travel & meetings	6,054	3,674	1,660	10,000	2,775	5,937	10,000	0.00%
510	Insurance	297	328	342	300	292	292	300	0.00%
610	Miscellaneous	240	835	(201)	300	299	375	300	0.00%
	Total Council	33,032	31,269	34,805	43,850	19,514	39,609	43,900	0.11%



HYRUM CITY GENERAL FUND
2022-23
J.P. COURT

The Hyrum City Justice Court offers a variety of services to the residents of Hyrum and surrounding communities. The court resolves citations, handles small claims, and other judicial procedures.

The Court Clerk is available Monday through Friday 11:00 to 4:30 p.m. and the Municipal Justice Court Judge is available from 4:00 to 6:00 p.m. on Tuesdays. Trials and small claims are by appointment only. A court bailiff is in attendance any time the judge holds court. Availability of the Internet allows the court access to state agencies and gives them the ability to post outstanding court warrants statewide. The internet also provides a way for the judge to do arraignments over the internet so prisoners at the county jail are no longer transported to Hyrum.

In 2012-13 Paul Larsen was hired and trained on the duties of a Judge. This past year Lori Hatch was hired as the new Court Clerk. The Court combined with Nibley and Mendon July 1st 2019.

RELATED REVENUES: Revenues from citations issued within Hyrum City are divided between the City and the State according to the nature of the citation. The combining of the courts brings in additional revenue.

PERSONNEL: Court personnel include a part time Municipal Justice Court Judge (salaried), one part time court clerk at 1,560 hours, and a part time assistant who works two hours per week when court is in session. The budget no longer provides for the bailiff services. The Cache County Sheriff provides bailiff services as part of their annual contract.

OPERATION AND MAINTENANCE: The 2022-23 budget is based on 2021-22 projection. Jon Jenkins of Daines & Jenkins, LLP now provides prosecution service as of May 15th 2019 for the same amount as the County ($2,000 per month). This is now moved to the Administration fund as of 2017.

CAPITAL: No capital request are included in this budget.

BUDGET EXPENSE APPROPRIATIONS

CODE 4120	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
110	Employee salaries & wages	48,157	50,367	70,854	84,900	47,367	108,739	89,500	5.42%
115	Overtime					6	25	100	
130	Employee benefits	12,717	13,400	18,995	22,600	11,907	22,672	22,600	0.00%
210	Books, subs & memberships	513	692	782	700	634	634	700	0.00%
230	Travel & training	4,005	1,141		4,000			4,000	0.00%
240	Office supplies & expense	1,137	1,140	1,603	1,500	1,275	1,715	1,500	0.00%
250	Equipment supplies & maint	509	1,545	1,142	1,400	863	1,935	1,400	0.00%
280	Telephone	440	480	470	1,000	240	520	1,000	0.00%
310	Attorney fees								
510	Insurance	593	656	683	700	583	583	700	0.00%
610	Miscellaneous supplies	160				27	27		
620	Witness, jury & bailiff fees	530	927	1,896	1,800	2,043	3,655	1,800	0.00%
740	Equipment								
	Total J.P. Court	68,761	70,348	96,425	118,600	64,945	140,505	123,300	3.96%

HYRUM CITY GENERAL FUND
2022-23
MAYOR

The current Mayor is Stephanie Miller whose term of office is: 1-1-14 to 1-1-26

In Hyrum City, the Mayor is the chief administrative officer and is responsible for the day-to-day operation of the city. The Mayor is elected to a four-year term of office.

RELATED REVENUES: None

PERSONNEL: The proposed budget includes no salary increase just an adj for a phone allowance. An adjustment was made in 2021-22.

OPERATION AND MAINTENANCE: The 2022-23 budget is based on 2021-22 projections.

BUDGET EXPENSE APPROPRIATIONS

CODE 4130	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
110	Employee salaries & wages	12,000	12,000	18,075	18,000	9,150	18,300	18,400	2.22%
130	Employee benefits	2,611	2,606	3,195	5,600	1,384	3,195	5,600	0.00%
210	Books, subs & memberships	350	350	150	500		350	500	0.00%
230	Travel & meetings	4,488	5,208	1,263	4,500	1,300	3,932	4,500	0.00%
240	Office supplies & expense	67	111	32	100		30	100	0.00%
280	Telephone	365	409	52	400			0	-100.00%
510	Insurance	156	173	180	200	153	153	200	0.00%
610	Miscellaneous	456	275	138	500	787	98	500	0.00%
	Total Mayor	20,493	21,132	23,085	29,800	12,774	26,058	29,800	0.00%

HYRUM CITY GENERAL FUND
2022-23
ADMINISTRATION

Administration oversees the general accounting and billing functions of the City. Staff members prepare agendas, record minutes, schedule building rental, and provide numerous other services to the general public. They also provide efficient service to the public and effective support of elected officials, department heads, and other staff and volunteer workers.

RELATED REVENUES: Sale of maps, copying and miscellaneous revenue.

PERSONNEL: The City Administrator 30%, Administrative Secretary 40%, Nuisance Officer 25%, The Treasurer is charged 10% to this department. The Recorder is charged 15%, and three receptionists are charged one at 25%, one at 45%, and one at 5% to this department.

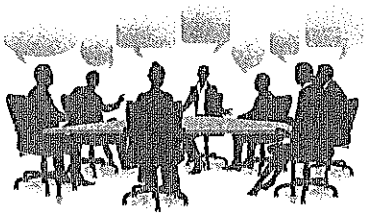
PROFESSIONAL SERVICES: Legal fees are charged to specific projects, however, $3,000 is budgeted in Administration to cover miscellaneous professional services, including computer support. Also Included in this account is $32,000 for Attorney fees for Court appointed Attorneys.

OPERATION AND MAINTENANCE: The 2022-23 budget is based on 2021-22 projections and changes to personnel distributions.

CAPITAL: There are no capital requests for 2022-23.

BUDGET EXPENSE APPROPRIATIONS

CODE 4140	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
110	Employee salaries & wages	66,129	83,410	83,592	90,500	41,838	87,022	91,800	1.44%
115	Overtime	2,931	4,691	633	3,000	291	557	3,000	0.00%
130	Employee Benefits	22,821	29,217	25,764	42,500	18,850	32,883	40,400	-4.94%
210	Books, subs & memberships	873	1,234	1,079	1,000	1,086	1,436	1,000	0.00%
220	Public notices	309	517		1,000			1,000	0.00%
230	Travel & training	531	1,799	16	2,500	16	16	2,500	0.00%
240	Office supplies & expense	6,784	3,383	3,172	5,000	2,598	3,932	5,000	0.00%
250	Equipment supplies & maint	4,314	3,482	7,084	4,500	1,776	7,084	4,500	0.00%
280	Telephone	1,463	1,596	1,667	2,000	1,042	2,010	2,000	0.00%
285	Internet service				1,000			1,000	0.00%
310	Professional services/Attorney Fees	29,607	34,338	31,056	35,000	18,748	35,883	35,000	0.00%
510	Insurance & bonds	1,318	1,458	1,518	1,500	1,296	1,296	1,500	0.00%
610	Miscellaneous	181	157	299	500	11	33	500	0.00%
740	Equipment								
	Total Administration	137,261	165,282	155,880	190,000	87,552	172,152	189,200	-0.42%



HYRUM CITY GENERAL FUND
2022-23
NON-DEPARTMENTAL

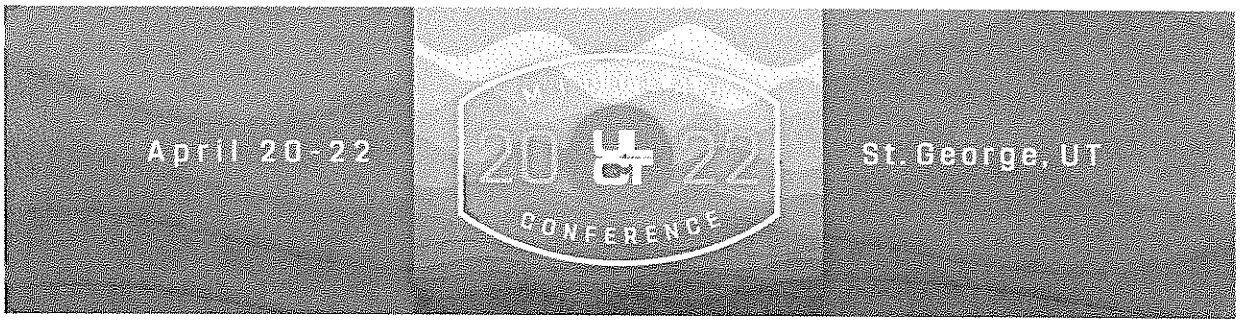
Non-departmental funds are those activities not directly attributable to any single department. It provides for payment of the annual dues to the League of Cities and Towns, publishes the City's newsletters, and provides funds for the General Fund portion of the audit.

RELATED REVENUES: None

OPERATION AND MAINTENANCE: Memberships include the City's annual assessment from the Utah League of Cities and Towns the cost is based on population so as population goes up so does the price of membership. Professional services provide for that portion of the annual audit fee pertaining to the General Fund. Insurance and bonds pays for the annual employee bond.

BUDGET EXPENSE APPROPRIATIONS

CODE 4150	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
210	Memberships	0	4,062	4,062	4,100	5,320	5,354	4,100	0.00%
220	Public notices	6,025	3,184	1,350	8,000	831	2,047	8,000	0.00%
310	Professional services	5,000	5,100	5,000	5,000	5,000	5,000	5,000	0.00%
510	Insurance & bonds	127	127	109	200	109	109	200	0.00%
	Total Non-Departmental	11,152	12,473	10,521	17,300	11,260	12,510	17,300	0.00%



HYRUM CITY GENERAL FUND
2022-23
GENERAL BUILDINGS

This department funds the maintenance and operation of the Civic Center and Elite Hall. Other buildings are being funded by their respective departments, i.e. fire, first responders, shop, senior citizens, library/museum, and electric.

RELATED REVENUES: Rental receipts from City facilities including City parks and buildings, and canyon properties are combined in one account in the General Fund called Building and Facility Rents. In 2019 $125,000 RAPZ grant was awarded for Elite Hall Exterior Masonry Rehabilitation and is included in 2021-22 Grants. An additional RAPZ application was applied for in March 2022 for $300,000.

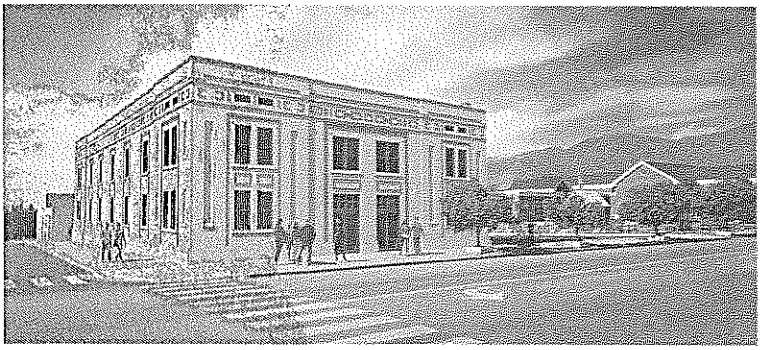
PERSONNEL: Current staffing includes one part-time custodian responsible for the Civic Center; one part time custodian for the Elite Hall and one office staff at 5%. The office staff provides scheduling of all buildings and park areas that are now offered online.

OPERATION AND MAINTENANCE: The 2022-23 budget is based on 2021-22 projections.

CAPITAL: During 2021-22 the parking lot at the Civic Center received a seal coat. Major work on the Elite Hall restoration including exterior brick and a new front entry way will be finished. No capital request are included in 2022-23.

BUDGET EXPENSE APPROPRIATIONS

CODE 4160	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
110	Employee salaries & wages	7,729	8,748	4,922	10,500	858	3,332	13,900	32.38%
130	Employee benefits	2,021	2,019	1,054	2,900	614	1,278	4,800	65.52%
250	Equipment supplies & maint	1,837	1,078	714	2,000	217	692	2,000	0.00%
260	Bldg & grnds supplies & maint	16,142	15,851	24,999	13,000	4,236	21,890	13,000	0.00%
261	CVC/Elite hall cleaning								
270	Utilities	5,138	5,614	3,822	13,000	1,417	4,953	13,000	0.00%
280	Telephone	102							
510	Insurance	10,037	9,099	1,951	6,800	5,740	5,740	6,800	0.00%
610	Miscellaneous supplies	994	300		1,000	325	325	1,000	0.00%
620	Miscellaneous services	1,003	975	50	1,500	1,100	1,750	1,500	0.00%
720	Building Improvements	20,315	130,893	26,700	164,000	4,500	423,000		-100.00%
740	Equipment								
	Total General Buildings	65,318	174,577	64,212	214,700	19,007	462,960	56,000	-73.92%



HYRUM CITY GENERAL FUND
2022-23
ELECTIONS

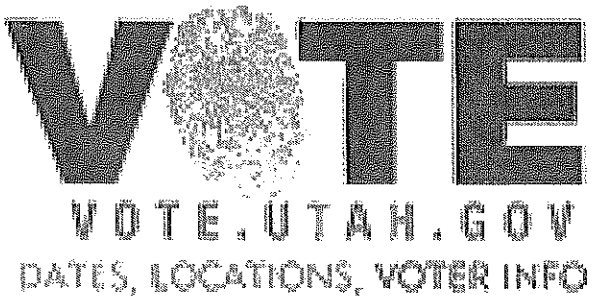
This department funds the cost of municipal elections. The next municipal election will be held November 2025.

RELATED REVENUES: None

OPERATION AND MAINTENANCE No primary election was held in 2019 or 2021 elections. When an election is held the cost will increase substantially because of the vote by mail. The election will all be administered by Cache County.

BUDGET EXPENSE APPROPRIATIONS

CODE 4170	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
220	Public notices	257	363	702	500	339	339	500	0.00%
240	Election supplies		1,675	893	18,900			500	-97.35%
620	Election services		600		1,000			500	-50.00%
	Total Election	257	2,638	1,595	20,400	339	339	1,500	-92.65%



HYRUM CITY GENERAL FUND
2022-23
PLANNING COMMISSION

The Planning Commission is responsible for maintenance of the General Plan as well as zoning and subdivision ordinances. The Planning Commission also considers and makes recommendations regarding conditional use applications, subdivisions, zoning changes and other land-use issues.

During 2021-22 the Planning Commission was very busy with all the new subdivisions.

RELATED REVENUES: Zoning and subdivision fees are charges assessed for conditional use applications, subdivision plat approval, and construction inspection fees. This year's revenues increased significantly due to all the subdivisions being approved.

PERSONNEL: This department currently requires the services of The City Administrator (10%), a Zoning Administrator (25%), a part time Nuisance officer (75%) and one part-time secretary (25%).

OPERATION AND MAINTENANCE: Expenditures for 2022-23 are based on 2021-22 levels.

CODE 4180	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
110	Employee salary & wages	26,641	24,794	38,299	41,600	20,624	39,873	48,600	16.83%
115	Overtime		234		200			200	0.00%
130	Employee benefits	9,678	9,630	14,299	15,900	7,527	14,702	17,700	11.32%
220	Public notices	907	1,030	42	1,000		33	1,000	0.00%
230	Travel & training	988	393	139	1,500	997	1,312	1,500	0.00%
240	Office supplies & expense	117	434	127	200	58	100	200	0.00%
250	Equipment supplies & maint		2,106	2,201	1,000	755	1,829	1,000	0.00%
280	Telephone	308	534	750	600	320	641	600	0.00%
310	Professional services	20,858	8,346	8,712	17,000	900	10,979	17,000	0.00%
510	Insurance	490	542	564	550	482	482	550	0.00%
610	Miscellaneous								
	Total Planning Commission	59,987	48,043	65,133	79,550	31,663	69,951	88,350	11.06%

HYRUM CITY GENERAL FUND
2022-23
LAW ENFORCEMENT

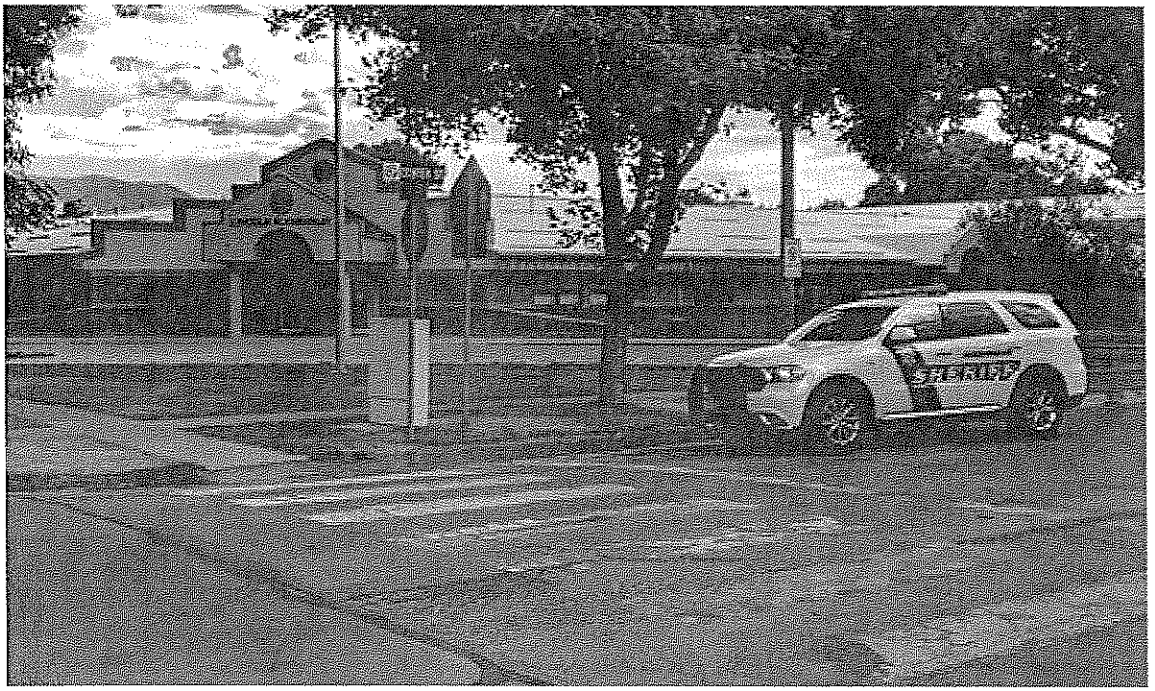
This department provides funding for law enforcement activities within Hyrum City. Hyrum City contracts with the Cache County Sheriff for law enforcement.

RELATED REVENUES: Liquor Patrol funds from the State of Utah are now distributed Directly to Cache County Sheriff's, annually in December. Revenues are based on the population, convictions, number of liquor outlets, and the county population. The State Tax Commission retains a small fee to administer the program and the funds vary from year to year. These funds help cover Cache County Sheriff's costs associated with liquor patrol.

OPERATION AND MAINTENANCE: In 2008-09 an additional deputy was added to the Hyrum City patrol. There are now three shifts covered by Cache County deputies. No additional hours are contracted for 2022-23. Also included is the bailiff services for the court.

BUDGET EXPENSE APPROPRIATIONS

CODE 4210	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
310	Contract services	282,564	282,564	**246,035**	295,500	295,379	295,379	295,500	0.00%
311	Liquor patrol	6,206							
	Total Law Enforcement	288,770	282,564	246,035	295,500	295,379	295,379	295,500	0.00%



HYRUM CITY GENERAL FUND
2022-23
EMERGENCY MANAGEMENT SERVICES

The Emergency Management Services (EMS) department has been created to facilitate and update the City's emergency response plan. The plan has been implemented to keep City personnel in line with Federal requirements called NIMS (National Incident Management System). The department will also manage the City's CERT (Community Emergency Response Team) program. Starting in 2010-11, CERT training was available to the public; the department converted a medical trailer to the CERT Trailer and upgraded Emergency Operation Center. Full scale disaster drills (or table top drills) will be conducted annually to test the capability of the City's planning. These drills were canceled due to COVID put are looking to make a comeback. The EMS will also train all public officials and City employees regarding their roles and responsibilities in case of a disaster. In 2021 the County took over the EMS Services line item (310).

RELATED REVENUES: Starting January 2021 a fee was placed on utility bills to help offset the cost of the agreement we have with the County for EMS services the fee is $4 per residence and more according to the call volume of business. This fee increases by 3% on July 1st.

PERSONNEL: The department is staffed by one part-time employee.

OPERATION AND MAINTENANCE: 2022-23 expenditures are based on 2021-22 levels.

CAPITAL: The 2022-23 budget is requesting $5,000 for equipment.

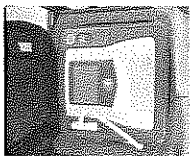
BUDGET EXPENSE APPROPRIATIONS

CODE 4212	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
110	Salary & Wages	5,090	5,124	5,124	5,400	2,562	5,124	5,600	3.70%
130	Employee Benefits	585	407	403	700	196	403	700	0.00%
220	Public Notices				100			100	0.00%
230	Travel & training		2,402	1,495	1,000	485	635	1,000	0.00%
240	Office supplies & expense				200			200	0.00%
250	Equipment supplies & maint	1,153	386	3,440	2,000	1,395	2,817	2,000	0.00%
310	Professional Services			61,680	125,000	61,680	123,360	130,000	4.00%
510	Insurance	99	109	114	150	97	97	150	0.00%
610	Miscellaneous		51	0	200		25	200	0.00%
740	Equipment	8,591	12,605	59	2,000		1,000	5,000	150.00%
	Total	15,518	21,084	72,315	136,750	66,415	133,461	144,950	6.00%

HYRUM CITY GENERAL FUND
2022-23
FIRST RESPONDERS

First responders provide preliminary medical assistance on the scene of an accident, life-threatening illness or similar occurrence and receive training that helps make the responders an effective, efficient team. Certification and up-to-date training of each active First Responder is conducted annually.

Cache County Firefighters/EMTs staff the ambulance 24 hours a day. Cache County pays the salaries of each EMT who covers the ambulance service. Although the ambulance is stationed in Hyrum, volunteer EMT's are still called out to respond to emergency situations within Hyrum. The County EMTs moved to their new building up by the cemetery in September 2016.



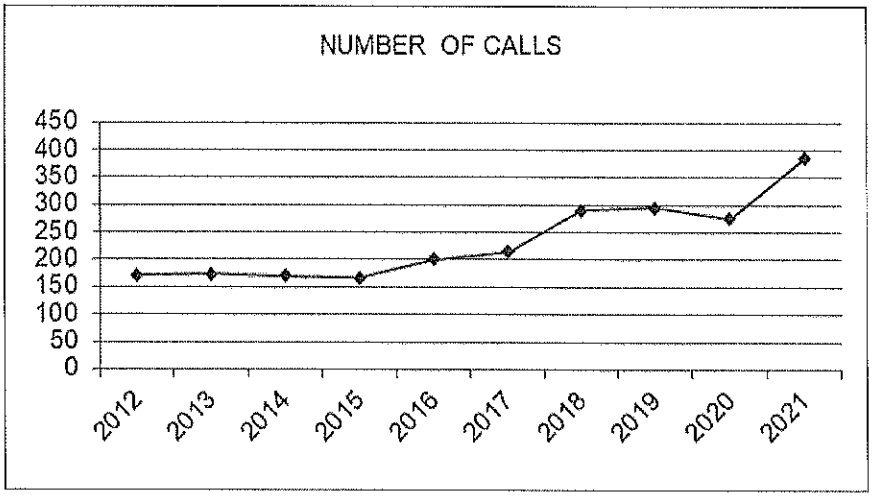
Defibrillators are located at the City Office, Senior Center, City Shop, Squads 80, 81, Engine 80 City Library and Sewer Plant.

PERSONNEL: There is a minimum of one-hour pay per response. Fifteen personnel are available to take calls on a rotating schedule with an EMT President who assists in safety management, training, coordination, and updating the emergency preparedness plans of the City.

OPERATION AND MAINTENANCE: Travel and training provides for EMT recertification and continuing medical education for all EMT's. Professional services covers the costs associated with the vaccinations and testing required for First Responders.

CAPITAL: $5,000 is budgeted to update equipment in 2021-22.

	2014	2015	2016	2017	2018	2019	2020	2021
Total number of calls:	170	166	201	215	291	295	275	386



HYRUM CITY GENERAL FUND
2022-23
FIRST RESPONDERS (CONTINUED)

BUDGET EXPENSE APPROPRIATIONS

CODE 4215	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
110	Employee salary & wages	20,246	19,476	19,496	19,300	13,412	16,850	19,600	1.55%
130	Employee benefits	2,152	1,976	2,229	2,200	1,026	2,026	2,300	4.55%
210	Books, subs & memberships	52	80	150	200		30	200	0.00%
230	Travel & training	4,605	4,264	3,752	10,300	1,720	3,795	10,300	0.00%
240	Office supplies & expense	76			150	156	156	150	0.00%
250	Equipment supplies & maint	2,319	8,558	3,603	6,000	5,666	6,373	6,000	0.00%
280	Telephone	1,027	1,043	825	1,200	320	641	1,200	0.00%
310	Professional services		790	255	300		250	300	0.00%
510	Insurance	2,621	2,899	3,020	3,020	2,577	2,577	3,000	-0.66%
610	Miscellaneous				400	500	500	400	0.00%
740	Equipment	4,204		719	49,600		49,600	5,000	-89.92%
	Total First Responders	37,302	39,086	34,049	92,670	25,377	82,798	48,450	-47.72%

HYRUM CITY GENERAL FUND
2022-23
FIRE DEPARTMENT

The Hyrum City Fire Department operates as a volunteer unit and provides fire suppression, not only within Hyrum City limits, but also primary response in Cache County Zone 8 (from the Blacksmith Fork River Bridge in Nibley to 7400 South up Blacksmith Fork Canyon to the Rich and Weber County lines) and contracts with Nibley City and Millville for primary alarm response.

RELATED REVENUES: The Fire Department also receives private contributions that usually range from $500 to $2,000 per year. Contracts with Nibley and Millville provide additional revenue.

Based on a population estimate of 9,750 Hyrum residents will pay approximately $15.25 per capita for fire protection. Nibley and Millville will be billed at $11.50 in 2022-23 as per the agreement.

PERSONNEL: There are currently 34 trained volunteer firemen in Hyrum's department.

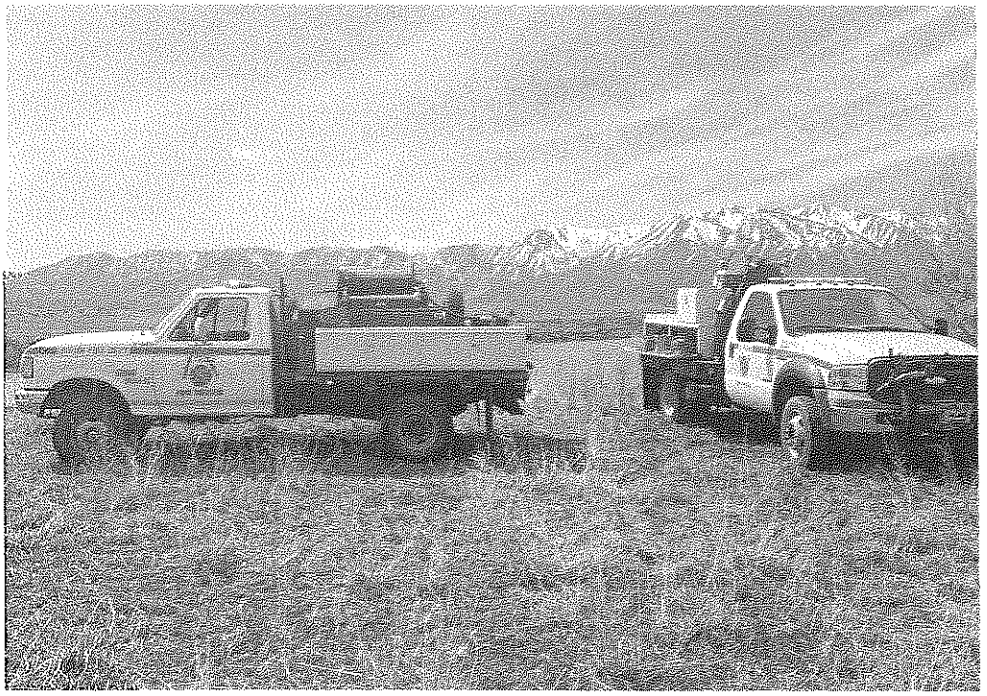
CAPITAL: The 2022-23 budget is requesting $3,000 to purchase an Ice rescue suit.

The 2018-19 budget had accumulated fund of approximately $1,108,067. These funds were held in reserve until now to provide funding for the purchase of a new fire station. Funds were previously set aside for a new fire engine. The fire engine was purchased in 2014-15 to replace an existing 1975 engine. The total cost of the new engine was $350,045 and was delivered in 2015. The extra funds from the fire truck $300,000, the funds set aside for the fire station and some General Fund transfers to the Capital Project fund were used to build the new fire station. The shop part of the Fire Station was completed in 2018-19 and the Administration building was completed in 2019-20.

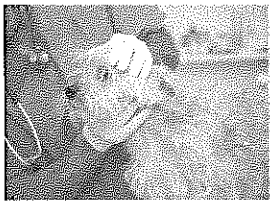
HYRUM CITY GENERAL FUND
2022-23
FIRE DEPARTMENT (CONTINUED)

BUDGET EXPENSE APPROPRIATIONS

CODE 4220	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
110	Employee salaries & wages	61,350	51,108	36,788	73,100	33,616	37,667	74,100	1.37%
130	Employee benefits	7,091	6,040	4,844	8,000	2,572	4,911	8,900	11.25%
210	Books, subs & memberships	990	200	920	1,000		938	1,000	0.00%
220	Public notices								
230	Travel & training	11,021	5,181	3,358	10,000	511	8,377	10,000	0.00%
240	Office supplies & expense	9	39	66	500	11	12	500	0.00%
250	Equipment supplies & maint	18,499	19,103	29,280	25,000	5,496	23,999	25,000	0.00%
260	Building maintenance	853	1,449	1,109	2,500	493	1,677	2,500	0.00%
270	Utilities	8,574	5,060	3,511	5,000	1,093	4,215	5,000	0.00%
280	Telephone	2,128	2,848	2,615	2,500	1,245	2,497	2,500	0.00%
285	Internet service	906			1,600			1,600	0.00%
310	Professional services	131		179	1,000		190	1,000	0.00%
510	Insurance	12,504	14,924	14,406	15,000	12,295	12,295	15,000	0.00%
610	Miscellaneous	1,723	1,528	32	1,500		170	1,500	0.00%
720	Building improvements								
740	Equipment		2,590		3,000	8,410	8,410	3,000	0.00%
	Total Fire Department	125,779	110,070	97,108	149,700	65,742	105,358	151,600	1.27%



HYRUM CITY GENERAL FUND
2022-23
ANIMAL CONTROL



The Hyrum City Animal Control Department provides a means for tracking lost or stray dogs and returning them to their rightful owners. Animal control officers provide a valuable service to pet owners and non-owners alike by ensuring that all dogs in the City are properly vaccinated against the spread of rabies and are restrained by their owners to avoid dog bites and other injuries. During calendar year 2021, 147 citations were issued; 55 dogs were impounded, of which 48 were returned to their owners; 6 dogs were sold; and 1 dogs were euthanized.

RELATED REVENUES: Animal violation citations are reported as part of court fines. From July 2021 to March 2022, impound, stray, and board fees totaled $2,479 Dog license sales for the same period totaled $9,011 for a total of $11,490 or 28% of the total proposed budget for 2022-23.

PERSONNEL: The Animal Control Department is staffed by two part-time officers, who respond on a per-call basis to animal complaints and also patrol each day. The 2022-23 budget provides for 1,100 hours of patrol, recordkeeping, and other activities related to the operation of the department.

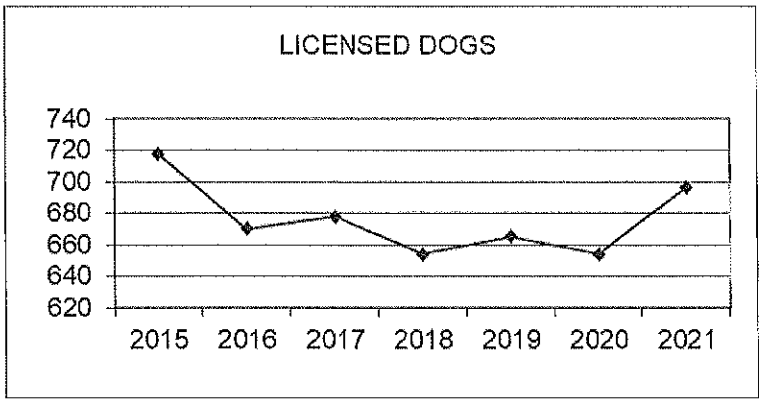
OPERATION AND MAINTENANCE: Professional services provides boarding of impounded dogs, and euthanization services. The Blacksmith Fork Veterinary Clinic houses stray dogs and takes care of euthanization. Special department supplies include dog tags, license books and other materials unique to Animal Control.

CAPITAL: No capital requests are included in this budget.

STATICTICS: The charges for dog licenses are: $12 for spayed or neutered animals, $22 for unspayed females, and for un-neutered males. Late fees of $5 per dog are charged beginning March 1 for dogs over four months that should have been licensed prior to the deadline. New dogs and those reaching four months after March 1 are not charged a late fee. Dog owners moving into the City have 30 days in which to license their dogs without penalty.

2021 CALENDAR YEAR

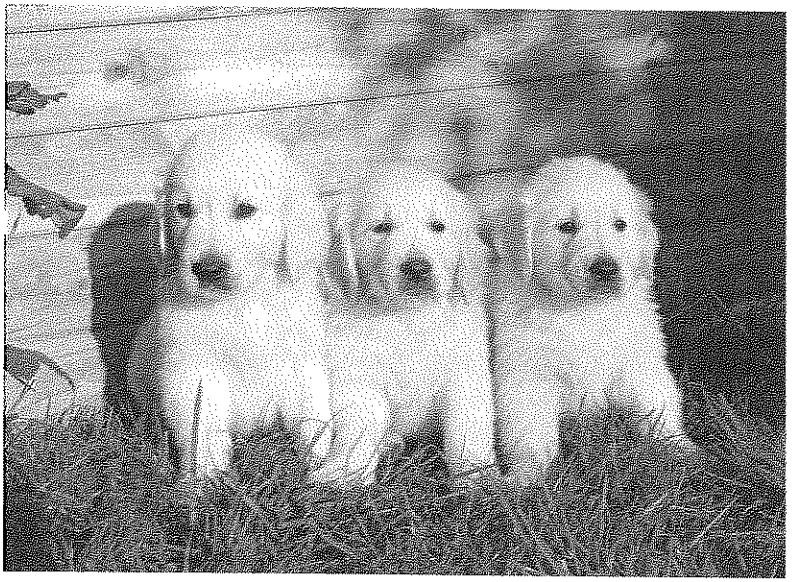
	LICENSED DOGS	LICENSE FEES
2019	665	10,008
2020	654	10,204
2021	696	10,722



HYRUM CITY GENERAL FUND
2022-23
ANIMAL CONTROL (CONTINUED)

BUDGET EXPENSE APPROPRIATIONS

CODE 4253	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
110	Employee salaries & wages	26,971	28,389	28,133	29,000	14,731	29,258	29,000	0.00%
130	Employee benefits	2,695	2,826	2,792	2,800	1,108	2,878	2,800	0.00%
210	Memberships				80			80	0.00%
220	Public notices				100			100	0.00%
230	Travel & training	2,972	3,061	3,070	3,000	1,270	3,411	3,500	16.67%
250	Equipment supplies & maint	107	324	577	500	6	432	500	0.00%
280	Telephone	480	480	480	1,000	240	480	1,000	0.00%
310	Professional services	1,832	4,451	1,889	3,500	1,035	2,199	3,500	0.00%
480	Special departmental supplies	181	185	189	350	169	169	350	0.00%
510	Insurance	262	290	302	390	258	258	390	0.00%
610	Miscellaneous								
620	Miscellaneous services				490			490	0.00%
740	Equipment								
	Total Animal Control	35,500	40,006	37,432	41,210	18,817	39,085	41,710	1.21%



HYRUM CITY GENERAL FUND
2022-23
ROADS

The Roads Department provides for maintenance and construction of all City streets, curbs, gutters, and sidewalks, including snow removal, sign maintenance and curbside tree maintenance.

RELATED REVENUES: The City receives Class C Road and Funds from the state to help with road maintenance within the City. These funds are budgeted at $600,000 for 2022-23. Class C funds may be used for road construction and maintenance as well as the purchase of new road maintenance equipment. Road impact fees charged on new construction east of 800 East can only be used to pay for roads constructed specifically to access certain areas. We have budgeted the use of these impact fees to continue paying for the road construction project on 300 South between 800 and 1300 East. This road was completed during 2006-07 at a total cost of $1.2 million. With road impact fees at $1,558 per home, these fees will be transferred to the General Fund each year until the $1.2 million has been recovered. A Grant will be awarded for the 300 South Sidewalk as construction continues.

PERSONNEL: Personnel are charged to the Road Department as follows: one at 20%, seven at 25%, one at 50% and one crossing guard. All overtime accumulated during winter snow removal is charged to roads and this is budgeted at $10,000 for 2022-23. Included is one additional employee for 2022-23 budget at 25%.

CAPITAL: In 2021-22 Road rebuilds include: 100 West (200-300 West); 100 West (100-100-300 North); 300 North (100-200 West; and Hyrum Blvd. (1250-1405 East). 300 south sidewalk has started but will not be finished until 2022-23 budget year.

The 2022-23 budget requests include: $200,000 to finish the sidewalk on 300 South from (400 East-Center); $35,000 for sidewalk grinding/leveling; these two are in the 480 account. A trade in of a roller ($55,200-10,200); $75,000 for a flat bed truck for the mag chloride tank; slurry seal $179,500; road rebuilds $1,026,500 and $700,000 for 900 West (Hwy 165-700 North) rebuild and widening.

HYRUM CITY GENERAL FUND
2022-23
ROADS (CONTINUED)

BUDGET EXPENSE APPROPRIATIONS

CODE 4410	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
110	Employee salaries & wages	71,887	78,405	93,550	95,100	40,973	74,180	116,100	22.08%
115	Overtime	11,792	10,303	9,218	10,000	295	5,149	10,000	0.00%
120	Seasonal/temporary employees	11,819	6,951	6,562	5,600	2,215	4,790	6,200	10.71%
130	Employee benefits	41,565	45,133	44,959	46,700	16,153	34,782	60,500	29.55%
230	Travel & training				2,000			2,000	0.00%
240	Office supplies & expense				100			100	0.00%
250	Equipment supplies & maint	31,997	37,787	28,351	30,000	7,460	22,498	30,000	0.00%
260	Bldg & grounds sup & maint	4,909	1,445	605	5,000	340	560	5,000	0.00%
270	Utilities				500			500	0.00%
280	Telephone	551	594	425	800	185	310	800	0.00%
310	Professional services	4,384		3,993	2,500	435	435	2,500	0.00%
410	Road construction & maint	34,068	28,462	11,549	35,000	13,278	18,431	35,000	0.00%
450	Public safety supplies	35,734	55,210	39,062	40,000	10,581	37,878	40,000	0.00%
480	Sidewalk construction & maint	140,378	12,266	49,044	300,000	1,937	231,262	235,000	-21.67%
481	Street tree maintenance	67	5,462	6,360	10,000	5,075	27,793	25,000	150.00%
482	Curb & gutter const & maint			16,169	20,000	4,498	9,485	20,000	0.00%
510	Insurance	8,176	9,044	9,420	9,500	8,039	8,039	9,500	0.00%
610	Miscellaneous supplies		439	224	500	200	424	500	0.00%
620	Miscellaneous services				100		25	100	0.00%
720	Buildings								
740	Equipment	324,860	226,161	14,530	166,300	6,620	168,620	130,200	-21.71%
750	Other improvements	330,378	643,817	699,628	1,091,300	423,787	475,167	1,906,000	74.65%
	Total Roads	1,052,565	1,161,479	1,033,649	1,871,000	542,071	1,119,828	2,635,000	40.83%

HYRUM CITY GENERAL FUND
2022-23
SOLID WASTE COLLECTION

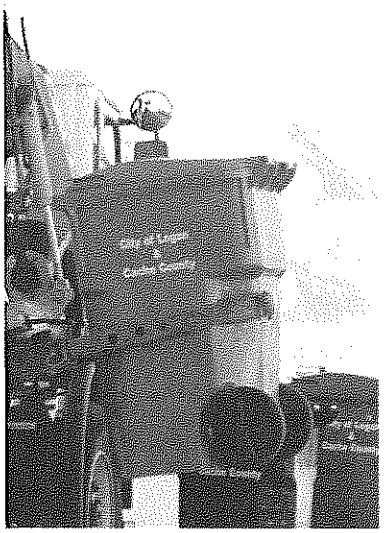
Hyrum City contracts with the Logan Environmental for solid waste collection and disposal. The City charges five percent above the rates set by Cache County to help pay for the costs of billing and collection plus $1 per service per month for the annual spring clean-up costs. Making the price for a 90 gallon with recycling $21.11 and a 60 gallon with recycling $18.75. The cost for those who choose to have an individual green waste can is an additional $5 per month per can. Logan City gave notice to Cache County that they will not be collecting garbage in the county but will only be serving Logan residents after December 2023. The county, along with Mayors throughout the valley are looking into alternative sources to provide this service for our county and will have everything ready by that date.

RELATED REVENUES: Projected revenues for 2021-22 are approximately $972,590. This includes the regular garbage cans which are emptied weekly, the blue recycling cans which are emptied every other week.

OPERATION AND MAINTENANCE: Office supplies include a portion of the cost of postage, billing forms, envelopes, and other materials related to producing and mailing the monthly billings. Most of these expenses are equally divided among Solid Waste and the four utilities. Contract services (310) include the monthly service charge to collect and dispose of the solid waste. Logan Environmental raised their prices in January 2021. The increase in expenditures is due to Logan Environmental increase and growth.

BUDGET EXPENSE APPROPRIATIONS

CODE 4420	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
240	Office supplies & expense	75	66	99	3,000	12	34	3,000	0.00%
310	Contract services	683,317	727,359	813,262	825,000	440,925	888,861	900,000	9.09%
311	Community clean-up	5,527	6,551	6,473	7,000		6,473	7,000	0.00%
	Total Solid Waste	688,919	733,976	819,834	835,000	440,937	895,368	910,000	8.98%



HYRUM CITY GENERAL FUND
2022-23
SHOP

The Shop maintains City vehicles and equipment. Parts are billed directly to the individual departments and the City makes no charge for repair and maintenance labor.

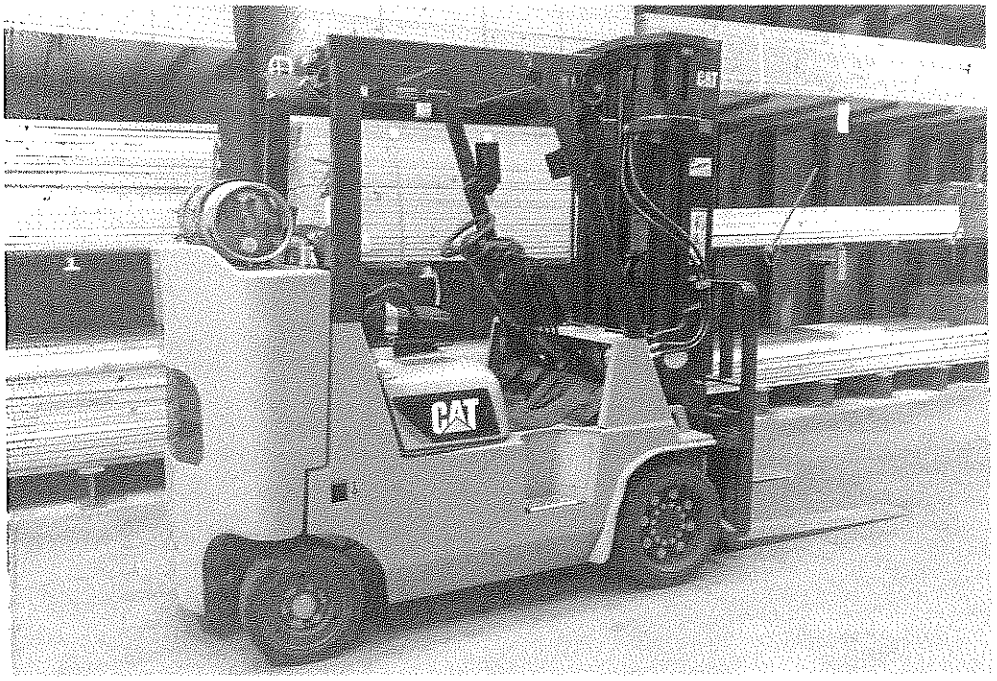
PERSONNEL: The Shop is staffed by two full time employee one at 20% and another at 5%.

OPERATION AND MAINTENANCE: The 2022-23 shop budget are based on 2021-22 levels.

CAPITAL: Includes a new forklift $50,000.

BUDGET EXPENSE APPROPRIATIONS

CODE 4440	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
110	Employee salaries & wages	10,666	10,581	11,077	11,500	5,758	11,305	12,700	10.43%
115	Overtime				100	128	128	100	0.00%
130	Employee benefits	5,085	6,062	6,609	7,100	3,291	6,914	8,700	22.54%
250	Equipment supplies & maint	7,183	5,391	5,474	10,000	1,536	5,332	10,000	0.00%
280	Telephone	17			600	31	69	600	0.00%
480	Special dept. supplies	1,525	768	1,929	1,000	735	810	1,000	0.00%
510	Insurance	388	429	447	500	382	382	500	0.00%
610	Miscellaneous				100		25	100	0.00%
740	Equipment				15,000			50,000	233.33%
	Total Shop	24,864	23,231	25,536	45,900	11,861	24,965	83,700	82.35%



HYRUM CITY GENERAL FUND
2022-23
PARKS

The Parks Department provides for the maintenance and care of all public parks located within City limits except the CCC Camp. These include the City Square, East Park, Soccer Fields, Pride Park, Salt Hollow Park and Blacksmith Fork Park that is in the construction stage. All canyon facilities are maintained by the electric utility and these include the Left Hand property, the CCC Camp, AJ's, the Canyon Lodge, and the grounds around the power plant.

During 2021-22 the Parks Department added new rodeo bleachers; a new rodeo grounds shop; and continuous work at Blacksmith Fork Park.

RELATED REVENUES: Park impact fees are currently $2,217 and are being collected on each new residential construction. These fees are used to purchase and develop new park areas like Blacksmith Fork Park. Blacksmith Fork Park will now be moved to Capital Projects Fund starting in 2020-21.

PERSONNEL: The Parks Department is staffed by two full time and nine seasonal employees. Some summer mowing was bid out to independent contractors.

OPERATION AND MAINTENANCE: Expenditures for 2022-23 are based on 2021-22 levels.

CAPITAL: Includes a rodeo grounds shop driveway $20,000; two more pickle ball courts at East Park $65,000; tree trimming at East Park $15,000; Mt. Sterling Park 50% impact fees $105,000; Little Bear roadway parking strip sign landscaping $5,000; playground equipment for Salt Hollow/BSFP $10,000; a new flatbed truck $65,000; Grass Hopper mower $25,000; walk behind sod cutter $6,500; a John Deere Gator $25,000; stand on field groomer $35,000; Stiner blower attachment for leaves $5,500.

HYRUM CITY GENERAL FUND
2022-23
PARKS (CONTINUED)

BUDGET EXPENSE APPROPRIATIONS

CODE 4510	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
110	Employee salaries & wages	117,086	117,507	117,099	124,500	65,426	137,016	138,700	11.41%
115	Overtime	1,658	3,200	4,320	2,800	2,856	6,905	2,800	0.00%
120	Seasonal/temporary employees	41,116	36,374	26,049	40,000	22,801	24,581	50,000	25.00%
130	Employee benefits	73,220	72,863	69,640	78,700	38,891	73,714	86,100	9.40%
230	Travel & training	137			300			300	0.00%
250	Equipment supplies & maint	25,103	19,982	16,633	20,000	10,726	17,540	20,000	0.00%
260	Bldg & grnds supplies & maint	62,436	50,563	91,855	60,000	38,762	57,566	60,000	0.00%
280	Telephone	848	1,085	1,071	1,200	470	941	1,200	0.00%
310	Professional services	7,129	18,227	18,907	40,000	15,616	27,107	40,000	0.00%
510	Insurance	6,276	6,942	7,230	7,300	6,171	6,171	7,300	0.00%
610	Miscellaneous supplies	2,134	56	16	400	165	165	400	0.00%
620	Miscellaneous services				500		25	500	0.00%
720	Buildings				35,000	37,587	50,207	20,000	-42.86%
730	Park improvements	98,384	130,749	86,266	248,600	52,810	249,790	200,000	-19.55%
731	Blacksmith park	133,894	91,418						
740	Equipment	50,842	6,858	102,887	107,500	85,960	85,960	162,000	50.70%
	Total Parks	620,263	555,824	541,973	766,800	378,241	737,688	789,300	2.93%

HYRUM CITY GENERAL FUND
2022-23
ENGINEERING

Hyrum City hired Matt Holmes in October 2019 to be the City Engineer. In addition to engineering functions, this department provides design review and inspection of all subdivisions. Engineering for special projects are charged to the specific project.

During 2021-22 many development were completed, with many more in the approval process.

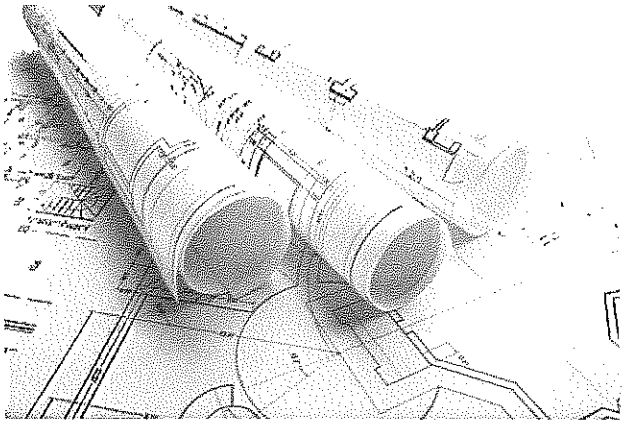
RELATED REVENUES: City ordinance established subdivision and inspection review fees of 2.5% of the estimated cost of the infrastructure. These charges help offset the cost of providing inspections, plan review, etc.

PERSONNEL: The City Administrator is charged (10%) to this department and the new City Engineer (10%).

OPERATION AND MAINTENANCE: Engineering review of developments within the City is charged to the professional services account.

BUDGET EXPENSE APPROPRIATIONS

CODE 4550	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
110	Employee salary & wages	4,191	5,338	17,153	17,700	9,098	17,582	19,600	10.73%
130	Employee benefits	1,698	2,718	7,912	8,600	4,166	8,126	9,500	10.47%
230	Travel & meetings		1,697	1,638	1,500	265	1,223	1,500	0.00%
240	Office supplies & expense	5	148		100	28	28	100	0.00%
250	Equipment supplies & maint	682	1,635	412	800	500	1,431	800	0.00%
280	Telephone	308	534	750	700	320	692	700	0.00%
310	Professional services	1,666			5,000		1,600	5,000	0.00%
510	Insurance	1,071	1,184	1,234	1,300	1,053	1,053	1,300	0.00%
610	Miscellaneous	10			50		25	50	0.00%
740	Equipment				40,000		39,980		-100.00%
	Total Engineering	9,631	13,254	29,099	75,750	15,430	71,740	38,550	-49.11%



HYRUM CITY GENERAL FUND
2022-23
RECREATION

The Recreation Department provides those recreation programs sponsored wholly, or in part, by the City. These programs include minor and major league baseball, girls' softball, girls' fast pitch and tee ball. All registration is now online on the Hyrum City web site; you can register from home.

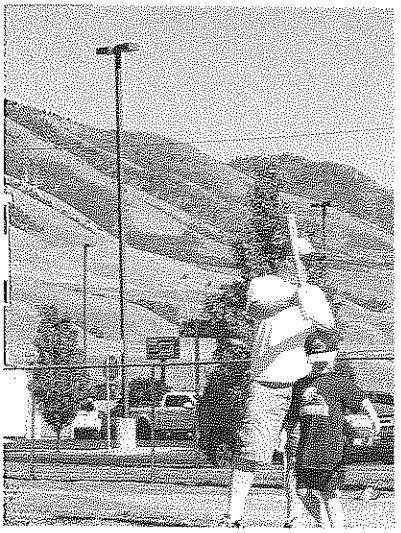
RELATED REVENUES: Other communities involved in league play reimburse Hyrum for their portion of expenses. Registration fees include the cost to purchase T-shirts and hats and a portion of the cost for umpire fees.

PERSONNEL: Steve Webb is our sports director running both the boys and girls ball programs. He organizes the teams and coordinates games and expenses with other communities (Wellsville, Paradise, Nibley, Millville, and Mendon).

OPERATION AND MAINTENANCE: Field preparation supplies cover the cost of pumice (diamond dust) and lime to prepare the fields for ballgames.

BUDGET EXPENSE APPROPRIATIONS

CODE 4561	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
120	Seasonal/temporary employees	6,000	7,000	7,200	7,600	1,800	7,800	8,600	13.16%
130	Employee benefits	610	709	721	800	138	767	900	12.50%
220	Public notices				200		25	200	0.00%
230	Travel								
240	Office supplies & expense				100		25	100	0.00%
250	Equipment supplies & maint	2,568	4,082	1,050	7,000		2,567	7,000	0.00%
480	Special departmental supplies	8,566	5,135	7,644	12,950		7,618	12,950	0.00%
481	Field preparation supplies	893	7,276	4,288	9,000	403	4,403	9,000	0.00%
510	Insurance	1,662	1,838	1,915	1,950	1,634	1,634	1,950	0.00%
609	Tournament/league registrations				1,000		200	1,000	0.00%
610	Miscellaneous supplies	925			800		25	800	0.00%
620	Misc services (ump fees)	7,317	1,373	5,825	10,000	140	6,075	10,000	0.00%
	Total Recreation	28,541	27,413	28,643	51,400	4,115	31,139	52,500	2.14%



HYRUM CITY GENERAL FUND
2022-23
MUSEUM

The Hyrum City Museum is located in the basement of the library at 50 West Main. On January 12th, 2013 the museum was reopened under a new director Jami Van Huss. Museum hours of operation are Tuesday and Thursday 10:00 AM - 5:00 PM, Wednesday 10:00 AM - 3:00 PM, 2nd Saturday of each month 10:00 AM - 3:00 PM and by appointment.

In 2021-22 the Museum welcomed a new exhibits including: H2O today Smithsonian exhibit, Boa Ogoi "The River is Life, and communities for immunity traveling exhibit.

RELATED REVENUES: Museum admission is free of charge although private donations are accepted. Hot Wheels in Hyrum brings in money every year. These donations mostly go for the museum expansion. Also $10,000 will come from the designated funds to pay for capital improvements.

OPERATION AND MAINTENANCE: The museum is staffed by two part time employees the museum director and a curator.

CAPITAL: Capital projects for 2021-22 budget includes $10,000 for new exhibits.

BUDGET EXPENSE APPROPRIATIONS

CODE 4562	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
110	Salary & Wages	34,589	42,064	43,723	42,600	25,357	49,327	48,800	14.55%
130	Employee Benefits	7,195	8,371	9,002	8,100	5,133	10,019	8,900	9.88%
210	Books, subscrip & memberships	392	599	608	500	320	558	600	20.00%
220	Museum promotion	1,413	845	871	600	595	1,030	600	0.00%
230	Travel	2,940	3,123	2,690	2,500	4,354	6,796	2,500	0.00%
240	Office supplies	613	653	467	500	134	402	500	0.00%
250	Equipment, supplies & maint	774	538	1,077	750	649	1,595	750	0.00%
260	Bldg & grnds supp & maint	214	105	118		120	180	100	
280	Telephone	624	624	624	650	312	624	650	0.00%
310	Contract services		378	32			32,032		
480	Museum artifacts & materials	1,042	635	507	800	293	873	1,000	25.00%
510	Insurance	490	542	565	600	482	482	600	0.00%
610	Miscellaneous	3,499	1,122	1,567	1,000	880	1,833	1,000	0.00%
720	Building Improvements	2,697	17,456	4,023	10,400	5,249	9,614	10,000	-3.85%
	Total Museum	56,482	77,055	65,874	69,000	43,878	115,365	76,000	10.14%

HYRUM CITY GENERAL FUND
2022-23
YOUTH COUNCIL

The Hyrum Youth Council provides an opportunity for community involvement and service during each one-year term of office.

Youth Council activities include a dunking booth, youth parade, and a teen dance for the July 4 celebration. They also provide help with the patriotic meeting, Elk Festival, Top of Utah Marathon, Hyrum Holiday at Hardware, Dairy Princess Pageant, Easter Egg Hunt, posting the flags at the cemetery with the American Legion for Memorial Day and volunteering at the historic cabins.

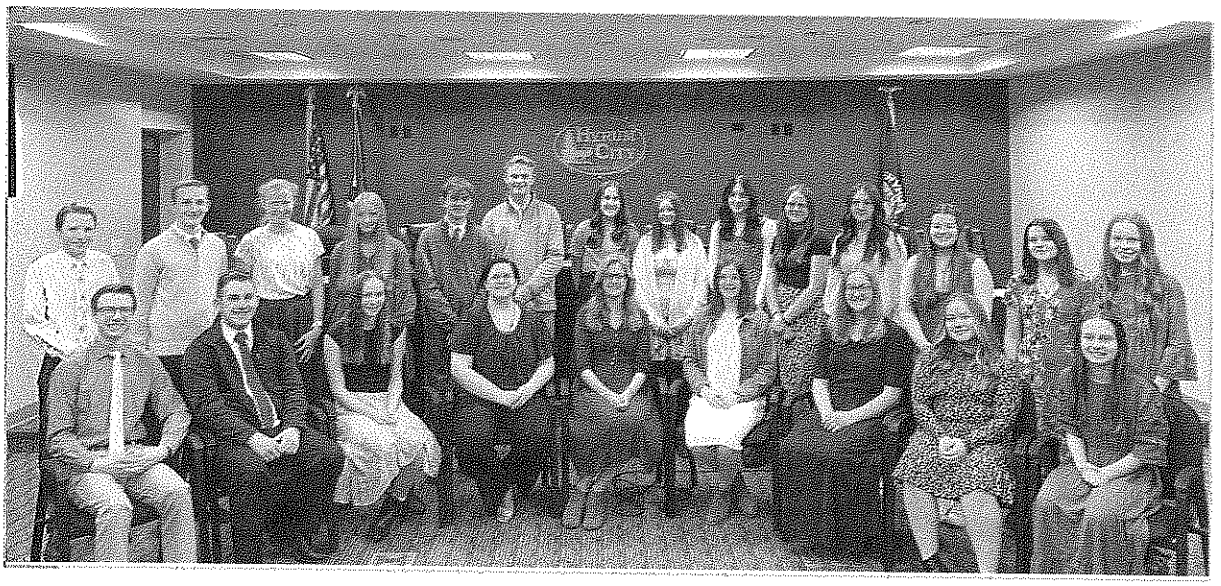
Council members attend the annual Day at the Legislature in January where they meet with their local representatives and observe the legislature in session. They also receive training at the annual Youth Council Conference held in March at Utah State University. This conference includes representatives from youth councils throughout Utah. The Youth Council also does a day around Hyrum.

RELATED REVENUES: Youth Council fund raising activities typically generate several hundred dollars each year and they use these funds for worthy causes.

OPERATION AND MAINTENANCE: The decrease in the 230 account is due to Covid-19 not allowing the youth council to do much travel and training. They added the unused funds from 2020-21 to 2021-22 to do a conference for all YC members.

BUDGET EXPENSE APPROPRIATIONS

CODE 4563	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
210	Memberships	50			50	50	50	50	0.00%
230	Travel & training	3,433	3,090	180	7,000	396	1,487	5,000	-28.57%
250	Equipment & supplies	290	569		500			500	0.00%
610	Miscellaneous supplies	3,363	1,074	2,332	4,500	1,831	4,911	4,500	0.00%
620	Miscellaneous services		86		500			500	0.00%
	Total Youth Council	7,136	4,819	2,512	12,550	2,277	6,448	10,550	-15.94%



HYRUM CITY GENERAL FUND
2022-23
SENIOR CITIZENS

The Senior Center is open Monday through Friday from 9:00 a.m. to 2:00 p.m. The Senior Center serves lunch at noon with a suggested donation of $3.00; except Thursdays.

The center is open approximately 247 days a year with about 4,000 people coming through and 8,540 meals served.

Daily activities include exercise and health programs, entertainment programs, educational programs, and many other fun activities.

Yearly events include: a snowflake party in January, a Royalty Pageant, a leprechaun party & program, mother/daughter party, Fourth of July celebration, August summer social, a fall craft fair in October, a Thanksgiving feast & program, December holiday boutique and a Christmas dinner & program.

The Senior Center offers fun road trips. With new vans the Senior Center can now accommodate 29 seniors on these trips.

PERSONNEL: The Senior Citizens Center is staffed by three part-time employees. The director has 2,028 hours, a cook at 1,300 hours, and a custodian at 240 hours. Our board of directors and volunteers help as needed and we appreciate their efforts. The Senior Center also has an advisory board made up of seniors from other cities.

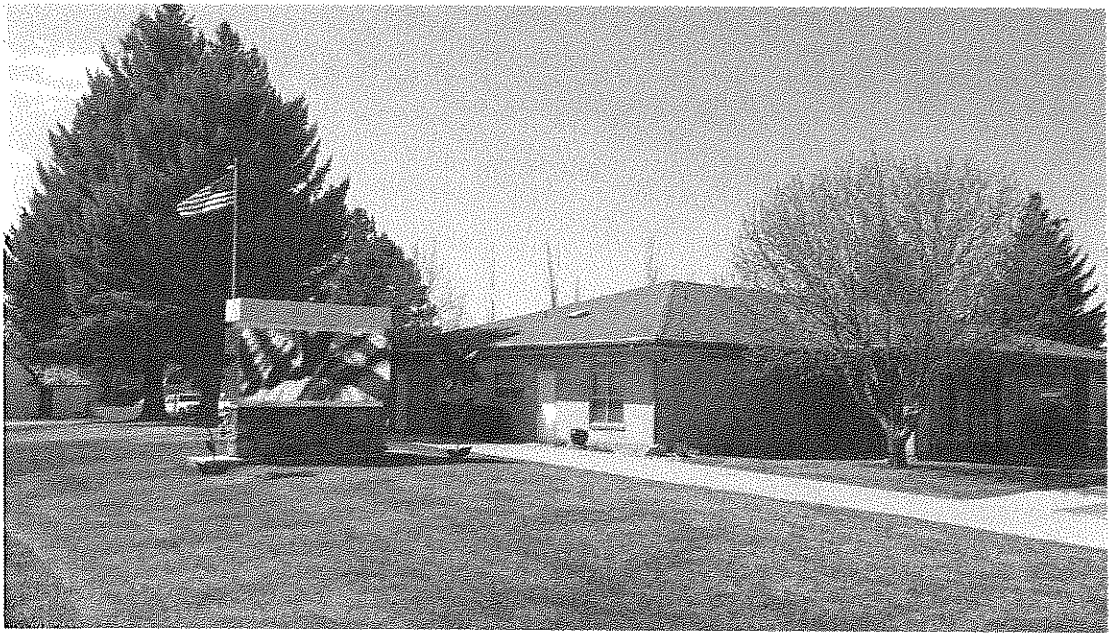
RELATED REVENUES: The annual craft fair is held the first week in December. The Senior Center also receive monetary donations throughout the year and sell beautiful quilts all year long. The Senior Center also sponsors a fall craft fair with vendors. The vendor fees go to the Senior Center.

The food pantry has been very generous to the Senior Center and they really help with our food costs.

SENIOR NEWS: A monthly newsletter is provided in the city newsletter and in surrounding cities newsletters. The Local paper and radio is used also.

OPERATION AND MAINTENANCE: Expenditures for 2022-23 are based on 2021-22 expenditures.

CAPITAL: In 2020-21 the Senior Center completed a digital marquee that helps inform the public of upcoming activities for Seniors and the City. Capital for 2022-23 include a new kitchen sink $5,000; kitchen and craft room flooring $4,000 and new toilets $1,500.



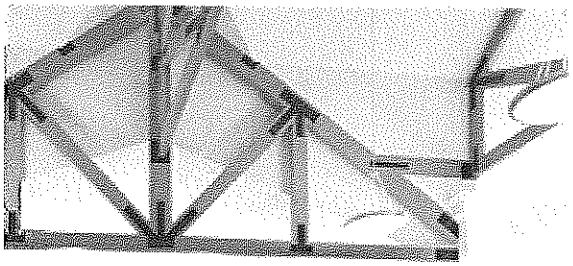
HYRUM CITY GENERAL FUND
2022-23
SENIOR CITIZENS (CONTINUED)

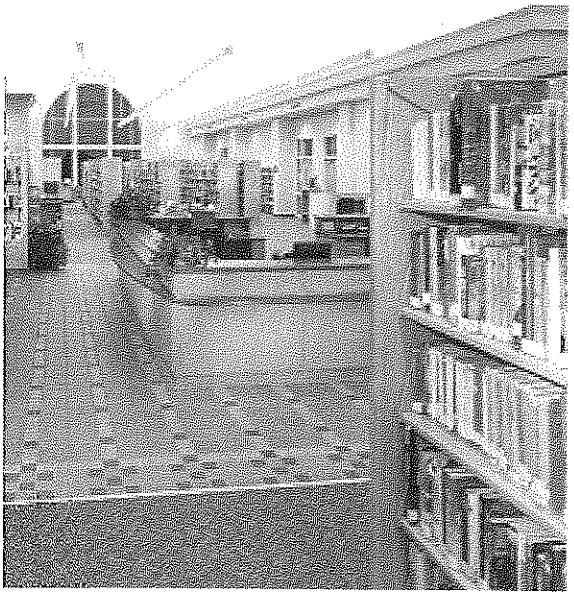
BUDGET EXPENSE APPROPRIATIONS

CODE 4564	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
110	Employee salaries	49,219	46,678	37,387	60,100	28,627	49,873	72,100	19.97%
115	Overtime		540		1,000			1,000	0.00%
130	Employee benefits	11,546	11,500	10,442	12,400	6,109	12,102	16,100	29.84%
220	Public notices			453	300		85	200	-33.33%
230	Travel & training	9,438	5,182	945	12,000	805	1,332	10,500	-12.50%
240	Office supplies	55	22	20	300	53	73	500	66.67%
250	Equipment supplies & maint	2,583	721	2,212	6,000	1,051	2,332	6,000	0.00%
260	Bldg & grnds supplies & maint	241	710	2,428	2,000	426	472	2,000	0.00%
270	Utilities	1,282	1,877	1,020	1,500	331	1,350	1,500	0.00%
280	Telephone	1,936	1,360	1,420	1,000	320	825	1,000	0.00%
285	Internet service		769	1,519	700	1,108	1,120	1,500	114.29%
480	Food Cost	2,752	2,794	4,973	5,000	2,722	5,884	7,000	40.00%
510	Insurance	3,422	3,785	3,942	4,000	3,365	3,365	4,000	0.00%
610	Craft Fair	11,119	14,454	16,317	10,000	6,838	18,811	10,000	0.00%
620	Miscellaneous services	2,447	1,759	2,186	5,500	830	1,836	5,500	0.00%
720	Buildings	16,188	20,546		10,500		6,500	10,500	0.00%
740	Equipment								
		112,228	112,697	85,264	132,300	52,585	105,960	149,400	12.93%

HYRUM CITY GENERAL FUND
2022-23
LIBRARY

The Hyrum Library currently serves the cities of Hyrum, Nibley, and Wellsville with 3,005 active patrons. While the majority of our library patrons come from these cities, we do have some patrons from all over Cache Valley, including North Logan and Smithfield. The library currently houses 49,695 books, and provides access to 278,501 e-books, e-audio, and e-video titles available for library patrons to download. The library has circulated 198,311 items with an average of 16,525 checked out monthly, 18,620 titles were held for library patrons. Library patrons have requested 458 Inter-library loan items, including individual books, movies, audiobooks, and book club sets requested by the many book clubs in our community.





With the library fully open from the closer the previous year, the library was a very busy place! Story time was held in person, and each session was filled to capacity. The library holds programs throughout September – April; some of the programs consist of a Magic Tree house Book club, story time, and various teen activities.

During the months of June and July the library holds a Summer Reading program which is geared towards all ages, with programs that appeal to all. The Summer Reading program, like previous years, is our biggest event. The theme for Summer Reading was "Tails and Tales", the library held an annual kickoff party where over 1,000 people were in attendance. 2,186 individuals signed up which consisted of 536 families. Attendance for all programs stayed constant throughout the summer months, which helped increase our circulation statistics.

During the month of February, the library holds an amnesty month when all fines are "paid" with items that will benefit a nonprofit organization. This year the library accepted items that could be donated to the Little Lambs Foundation, items included diapers, hygiene kits, blankets, and soft toys. The library waived over $1,500.00 in fines and donated a truck load of items.

Just as previous years, the library staff continues to make changes to the library collection, which gives the library a more appealing, and keeps items organized and orderly. The library staff also continues to attend training through the Utah State Library, and watch webinars, and listen to podcasts, all of these ways of training help bring new ideas and new programs to our community. Along with the training and informational webinars, the library director attended graduate school and graduated with a masters in Library and Information Science in May of 2021.

Goals set for 2022-23 include:

- Continue to arrange the library to make it more appealing to the patrons that we serve.
- Send staff members to more conferences, webinars, and uplift training.
- Add additional programing and provide more community outreach.
- Redesign the library board room to make it more inviting for outside groups to hold speakers and presentations.

HYRUM CITY GENERAL FUND
2022-23
LIBRARY (CONTINUED)

PERSONNEL: The Library is currently staffed by 10 individuals; hours are reported annually and includes: 0ne part-time Library Director at (2,028 hours), one Part-time Assistant Library Director at (1,560 hours), one part-time Library Assistant at (1,560 hours), one part-time Library Assistant at (1,300 hours), one part-time Children's Librarian at (1,404 hours), one part-time Young Adult Librarian at (1,508 hours), three Library Pages at (988 hours) each, and one Custodian at (624 hours).

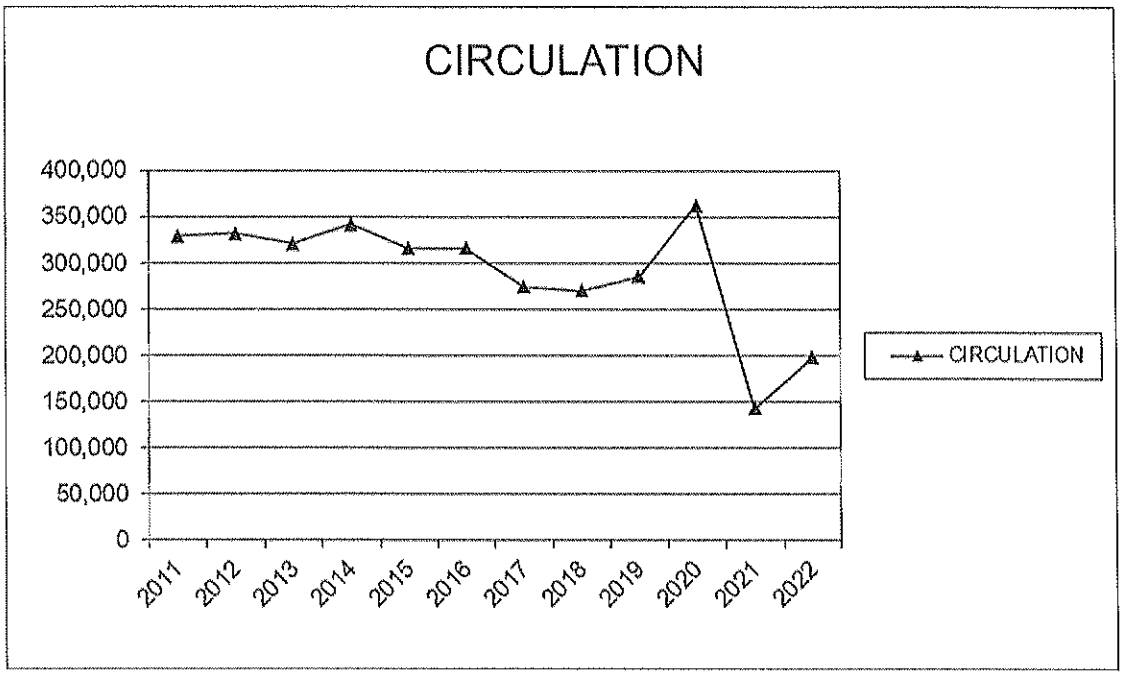
OPERATION AND MAINTENANCE: The 2022-23 budget is based on 2021-22. projections. The Library Trust Fund was done away with in 2016-17 and added into the General Fund.

CAPITAL: Includes $7,000 to replace flooring in the children's area; $2,000 to replace the couches; and $1,000 for a new magazine rack.

BUDGET EXPENSE APPROPRIATIONS

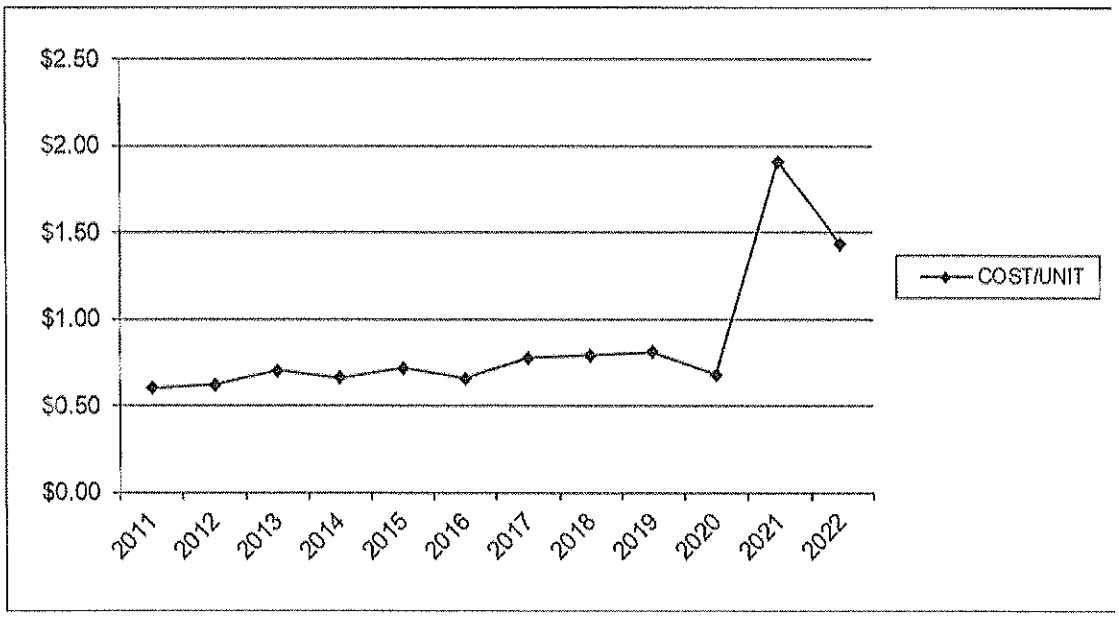
CODE 4580	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
110	Employee salaries & wages	148,929	145,707	148,003	165,000	92,099	174,722	175,000	6.06%
115	Overtime				100				-100.00%
130	Employee benefits	25,416	25,253	26,211	38,400	16,554	31,218	39,000	1.56%
210	Books, subs & memberships	1,325	1,826	2,604	2,500	3,201	1,253	2,500	0.00%
220	Library promotion	3,642	4,735	3,099	8,000	1,707	3,998	8,000	0.00%
230	Travel	389	524	125	750		346	750	0.00%
240	Office supplies	3,917	7,368	5,193	6,000	4,236	6,240	6,000	0.00%
250	Equipment supplies & maint	8,697	12,677	15,642	10,000	7,953	13,633	10,000	0.00%
260	Buildings & grounds sup & maint	12,679	7,511	10,062	11,500	7,685	13,777	11,500	0.00%
270	Utilities	1,682	6,842	5,127	6,000	1,798	6,981	6,000	0.00%
280	Telephone	3,480	1,939	1,972	3,000	1,089	2,220	3,000	0.00%
285	Internet	4,491	3,450	1,892	3,500		723	3,500	0.00%
310	Professional services	122	634	210	200	132	164	200	0.00%
480	Library books & materials	29,231	27,934	31,998	30,000	18,682	38,474	30,000	0.00%
481	Library tapes	6,858	8,406	5,593	10,000	4,494	8,679	10,000	0.00%
510	Insurance	9,805	10,650	11,093	11,100	9,467	9,467	11,100	0.00%
609	State Grant	5,880	6,785	4,660	6,500	513	5,172	6,500	0.00%
610	Miscellaneous supplies	653	140	239	500		102	500	0.00%
620	Miscellaneous services	1,690	76	169	500	196	290	500	0.00%
740	Equipment	7,226	9,007	23,396	6,000	6,057	6,057	10,000	66.67%
	Total Library	276,112	281,464	297,288	319,550	175,863	323,516	334,050	4.54%

LIBRARY CIRCULATION



This chart looks at library circulation from 2011-2022. The circulation took a big jump in 2020 than into a big dive with COVID-19 from 362,871 in 2020 to 143,259 in 2021. It is making a come back with new patron and online services are not included in these figures.

LIBRARY COST PER ITEM CHECKED



This chart demonstrates the cost per book checked out of the library based on circulation and budget (Without costs associated with capital, new books and tapes) Cost per unit went from .68 cents in 2020 to 1.91 cents in 2021 because of COVID-19. Cost per check out is coming down as new patrons check out books at the library and online services not reported.

HYRUM CITY GENERAL FUND
2022-23
CEMETERY

The Cemetery Department provides funding for the grounds and equipment pertaining to operation and maintenance of the Cemetery.

During 2021-22 a new restroom was completed.

RELATED REVENUES: The purchase price of each cemetery lot sold is credited to cemetery revenue as are the opening and closing fees for individual graves at the time they are used. Fees were increased April 19th 2018; fees had not been changed since 2005.

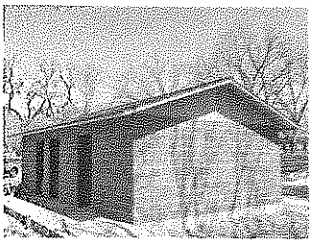
PERSONNEL: The cemetery is staffed by a sexton split with other departments at 20%, another employee at 5% and one office staff at 10%. In 2017-18 budget year we bid out the yard maintenance of the cemetery so now the two other seasonal workers are not needed. That independent contractor will be charged in the 310 account.

OPERATIONS AND MAINTENANCE: These budgets are based on 2021-22 expenditures.

CAPITAL: Capital includes a furnace and power hookups to the new cemetery building $20,000; and a new compact mini loader split with water dept. $50,000.

BUDGET EXPENSE APPROPRIATIONS

CODE 4590	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
110	Employee salary & wages	10,666	10,581	11,075	25,500	8,208	14,325	27,000	5.88%
115	Overtime	2,571	1,297	2,037	3,000	567	1,421	3,000	0.00%
120	Seasonal/temporary employees	5,187			8,000			8,000	0.00%
130	Employee benefits	6,806	6,687	7,703	9,200	4,533	8,894	10,900	18.48%
240	Office supplies & expense				300		50	300	0.00%
250	Equipment supplies & maint	2,561	3,065	1,317	7,000	198	531	7,000	0.00%
260	Bldg & grnds supplies & maint	10,550	3,353	7,310	6,000	5,271	8,651	6,000	0.00%
280	Telephone					38	83	90	
310	Contract Services	19,200	24,480	22,255	24,000	16,675	26,100	26,000	8.33%
510	Insurance	1,120	1,239	1,290	1,300	1,101	1,101	1,300	0.00%
610	Miscellaneous	121	795	(107)	500	600	600	500	0.00%
720	Building improvements				65,000	27,499	94,423	20,000	-69.23%
730	Cemetery improvements	12,922	16,560	10,511					
740	Equipment							50,000	
	Total Cemetery	71,704	68,057	63,391	149,800	64,690	156,179	160,090	6.87%



HYRUM CITY GENERAL FUND
2022-23
COMMUNITY PROGRESS

Community Progress provides funding for the 4th of July celebration, the Hyrum Royalty Pageant, the City's parade float, Night out against Crime, Hyrum Holiday at Hardware and business breakfasts. Hundreds of hours are donated by volunteers involved with the various events held under the direction of the Community Progress Committee.

RELATED REVENUES: Community Progress revenue comes from booth rentals at the July 4th celebration. Along with donations from various businesses to support these events.

Mass transit tax was added in community progress it is offset by taxes collected. During 2016-17 the Kilgore Annexation agreement that provides a tax break for Kilgore at 50% of property tax and sales tax for 10 years was added. CARES act expenditures were also added to this fund and are offset by CARES act funds on the revenue side. ARPA funds will not be in this fund but in Sewer and Irrigation respectively.

PERSONNEL: Community Progress involves the efforts of many people, all of whom serve as volunteers.

CAPITAL: No Capital projects are included in 2022-23 budget.

BUDGET EXPENSE APPROPRIATIONS

CODE 4620	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
210	Night Out Against Crime	947	1098		1,000	899	899	1,000	0.00%
211	Easter Egg Hunt	1026	135		1,000			1,000	0.00%
212	Business Conference				1,000			1,000	0.00%
220	Holiday at Hardware	884	1,033		1,000	940	940	1,000	0.00%
240	Photography & scrapbook		5		600		25	600	0.00%
250	Parade float supplies & pull	94		36	1,000		250	1,000	0.00%
311	CDBG grant	290,669	65,831	62,805					
510	Insurance	231	256	266	300	227	227	300	0.00%
610	Miscellaneous supplies		875	122	3,000	922	922	3,000	0.00%
611	July 4th celebration	17,983	12,525	18,917	20,000	612	20,544	20,000	0.00%
612	Hyrum Royalty Pageant	1,260	1,016		2,500		1,138	2,500	0.00%
613	Fair booth	292							
614	Mass Transit	171,078	207,340	279,086	305,000	150,189	293,510	310,000	1.64%
615	Kilgore Tax Reimbursement	34,436	62,156	83,307	80,000		80,922	81,000	1.25%
620	Miscellaneous services	848	528	373	1,000		583	1,000	0.00%
621	Hyrum Hornets	2,000	2,000	2,000	2,000		2,000	2,000	0.00%
622	CARES Act			720,793		98			
623	COVID Recovery City Funds			62,924			98		
720	ARPA Funds				480,700				
	Total Community Progress	521,748	354,798	1,230,629	900,100	153,887	402,058	425,400	-52.74%

HYRUM CITY CORPORATION

CAPITAL PROJECTS FUND

HYRUM CITY
2022-23
CAPITAL PROJECTS FUND

The Capital Projects Fund has been created to accumulate funds in the General Fund to finish projects that may take more than one fiscal year to complete. Balances in this fund are carried over from one year to another and set up in reserves to provide funding for future projects.

REVENUES: In 2020-21 a generous donation of $425,000 from JBS was received for Blacksmith Fork Park including the skate park. The Fire Station was paid for by accumulating funds in the Designated Funds. The 2021-22 budget is proposing a transfer of $1,000,000 from the General Fund to Capital Projects to put toward Blacksmith Fork Park; this money comes from surplus from the General Fund.

CAPITAL PROJECT REVENUES

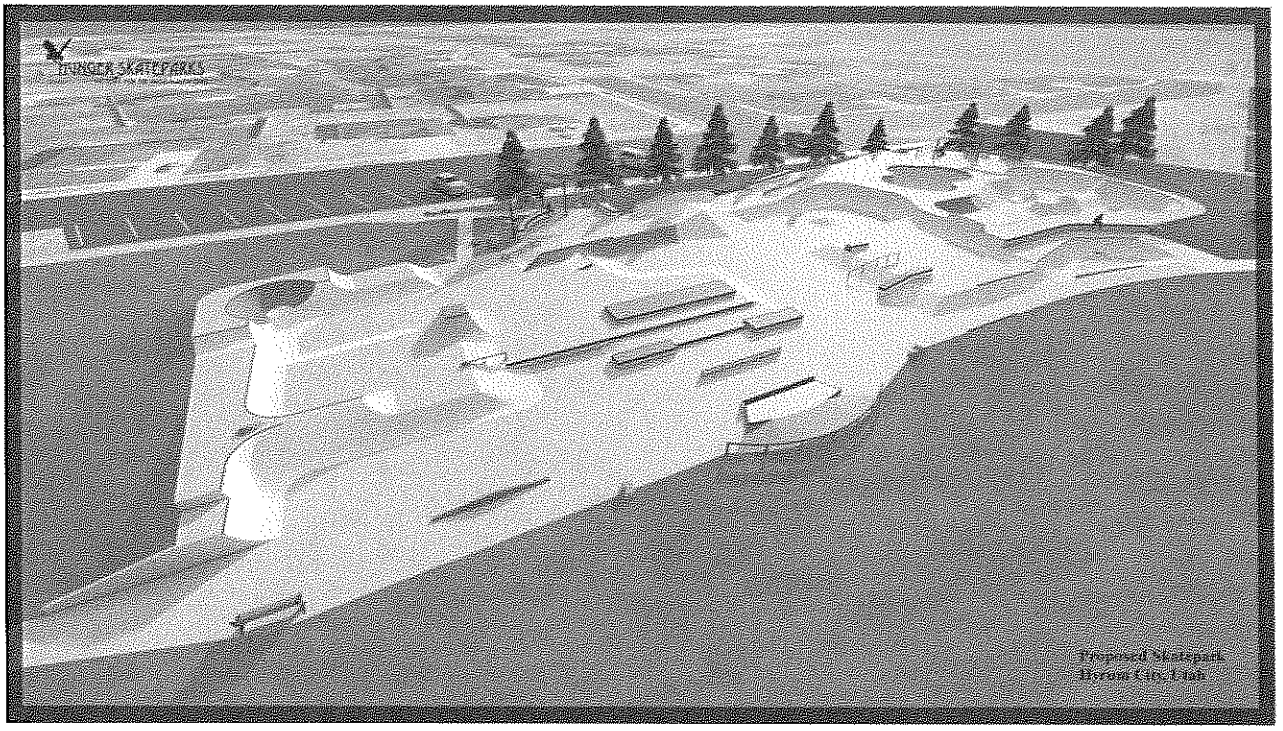
ACCT NO.	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET
45-3341	Grants for Park/Trails			485,644	272,072			
45-3342	Gen Fund Transfer	716,978	2,000,000	1,000,000			1,000,000	
45-3490	Mis. Donations			425,000				
45-3620	Interest Earnings	13,527	4,989	8,880	7,500	3,843	7,686	9,300
45-3630	Contribution - Library Foundation							
45-3640	Gen Fund trans misc. revenues							
45-3830	Loan From - Electric Utilities							
45-3831	County rent on fire station							
45-3838	Gen Fund trans							
45-3839	City Hall Gen Fund Transfer							
45-3340	General Fund Transfer							
45-3895	Trans from Cap Proj unapprop				1,242,500		411,938	1,042,500
45-3889	Trans from desig fnd - fire engine				150,000			150,000
45-3896	Trans to desig fnd fire station	1,108,067						
45-3899	Trans to desig fnd City Hall							
	Total revenues	1,838,572	2,004,989	1,919,524	1,672,072	3,843	1,419,624	1,201,800

EXPENDITURES: for 2022-23 Include $1,001,800 for Blacksmith Fork Park; $150,000 for a ladder truck and $50,000 to complete the Fire Station.

HYRUM CITY
2022-23
CAPITAL PROJECTS FUND

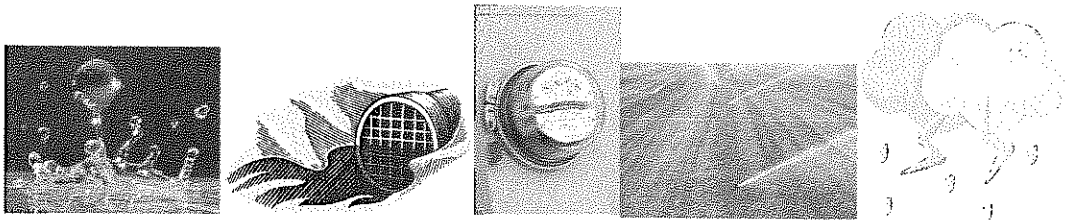
CAPITAL PROJECT EXPENDITURES

	DESCRIPTION	2018 ACTUAL	2019 ACTUAL	2020 ACTUAL	2021 BUDGET	2021 6 MONTH TOTAL	2021 EST TOTAL	2022 PROPOSED BUDGET
45-4220-720	New Fire Station	1,063,659	534,430	40,087	50,000	6,167	6,167	50,000
45-4220-740	New fire engine				150,000	32,398		150,000
45-4510-730	Blacksmith Fork Park			1,339,517	1,472,072	338,398	1,413,457	1,001,800
45-4150-720	City Hall							
45-4510-731	Blacksmith Fork Trail	34,645	499,839	142,456				
	Total expenditures	1,098,304	1,034,269	1,522,060	1,672,072	376,963	1,419,624	1,201,800

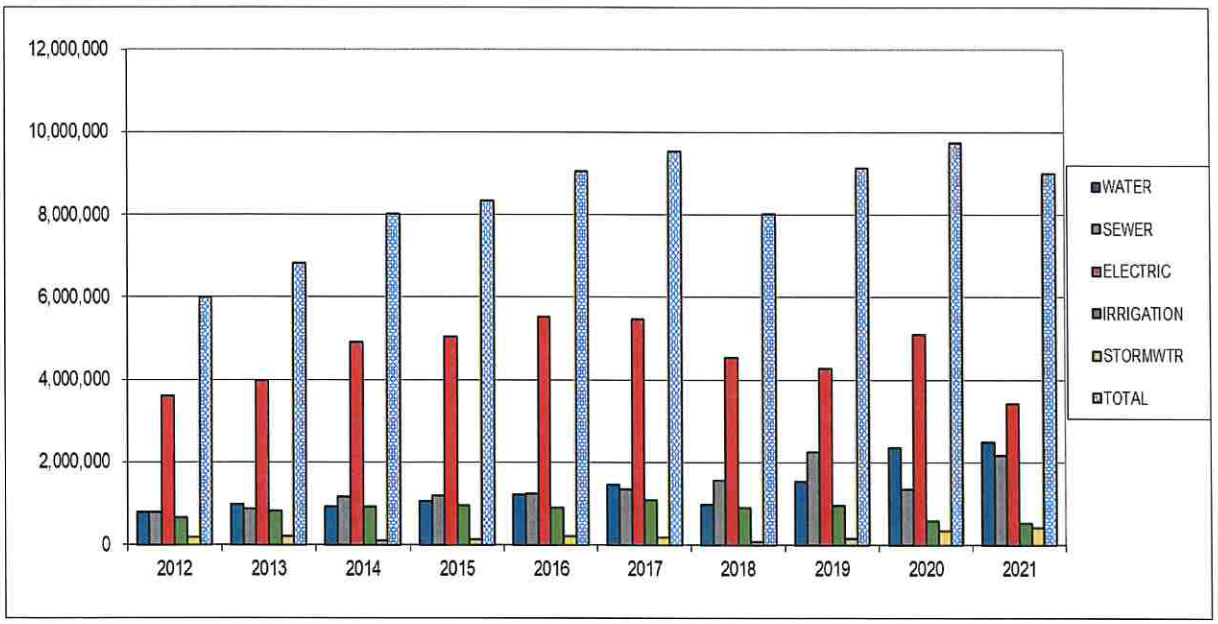


HYRUM CITY CORPORATION

UTILITY FUNDS



UTILITY RESERVE BALANCES
2022-23



This chart shows the changes in utility cash reserves from June 2012 to June 2021.

The fluctuations in reserve funds over the last nine years are due to increased operating costs, capital investments and transfers to the General Fund and Capital Projects Fund.

Between June 2020 and June 2021 Culinary Water cash reserves increased by 5% to $2,491,560. The increase is from new growth. As of February 2022, reserves were $3,049,276.

During the same time period, Sewer cash reserves increased by 60% to $2,171,881. As of February 2022, the reserves are $2,182,992. Reserves increased due to growth and an updated plant; rates were also increased in January 2020 with a built-in dollar increase in January to offset some of these costs.

Electric cash reserves decreased by 33% during 2021 from $5,102,489 to $3,407,554; as of February 2022, the reserves are $2,124,075 these are down in large part because of West Point Dairy's construction for the transmission line upgrades, lots of projects, inflation and a lot of new growth.

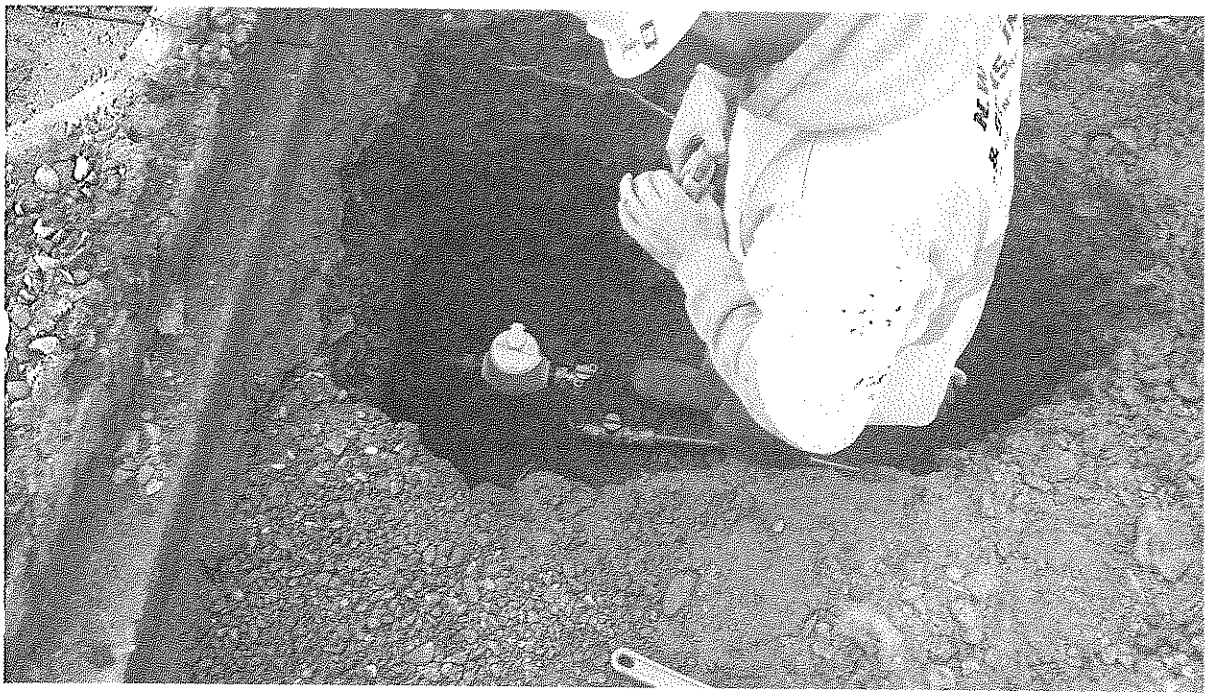
Irrigation cash reserves decreased by 8% in 2021 to $521,593. As of February 2022, they have increased to $704,638. Most of this is due to the pond expansion expenses.

Storm Water increased from $346,579 in 2020 to $417,482 in 2021 due to a fee increases. As of February 2022, Storm Water has a reserve balance of $566,895.

Total reserves increased by 7% between June 2019 and June 2020 from $9,145,357 to $9,742,736. The total of all funds as of February 2021 is $7,876,208.

HYRUM CITY CORPORATION

CULINARY WATER FUND



HYRUM CITY CORPORATION
2022-23
WATER FUND

The City's water sources include four springs located in Blacksmith Fork Canyon and three wells—two located at the mouth of Blacksmith Fork Canyon and one located on the southeast corner of East Park.

METERED WATER SALES: Rates were raised in January 2019. The base rate for residential was changed from $12 to $15. Commercial rates also increased 6 cents per 1,000 gallons for three years beginning Jan. 1 2020. Charges for overage were also increased and are computed after both residential and commercial customers have used the basic 10,000 gallons. Residential water meters are read May through October and commercial and agricultural meters are read throughout the year. The water department has over 3,300 connections.

NEW CONNECTION FEES: Rates and policies were changes in 2017-18; property owners are now responsible for new water connections. Meter and City inspection fees are now $424 each. We are anticipating 100 new homes.

INTEREST EARNINGS: Interest revenues are based on maintaining an average reserve of $2,883,266 at .5282%.

IMPACT FEES: Impact fees are divided into four accounts: buy-in, storage, distribution, and professional services. Buy-in is the contribution new customers make to the existing system. These funds are revenue to the utility and can be used as part of the revenue base. Storage, distribution, and treatment impact fees must be held in reserve to be used on future projects built specifically for the benefit of those who contribute these fees. Impact fees are transferred to and held in a restricted fund balance until used. Water Storage Impact fees were used to build the 2 million gallon water tank and we will continue to recoup cost from the storage impact fees.

WATER REVENUES

CODE 51	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
3711	Metered water sales	1,032,084	1,183,561	1,284,652	1,325,000	677,328	1,354,656	1,400,000	5.66%
3714	New connection fees	66,347	76,128	82,382	42,400	43,248	84,800	42,400	0.00%
3717	Water Development Fees	10,500	49,000	6,930					
3718	Sale of material		1,000	525	1,000			1,000	0.00%
3719	Miscellaneous revenues	25,512	6,568	1,806	5,000	6,185	6,879	5,000	0.00%
3721	Interest earnings	34,906	38,906	13,876	12,200	5,486	10,976	15,300	25.41%
3723	Prof/Loss Sale of fixed Asset		80,000	117,500					
3725	Impact fee - buy-in	32,661	36,184	37,219	17,200	17,544	34,400	17,200	0.00%
3726	Impact fee - storage	170,182	188,539	193,528	89,100	90,882	178,200	89,100	0.00%
3727	Impact fee - distribution	271,986	301,325	309,299	142,400	145,248	284,800	142,400	0.00%
3729	Impact fee - professional services	2,101	2,328	2,389	1,100	1,172	2,200	1,100	0.00%
3743	2 MG Water bond /loan fund								
	Total Water Revenues	1,646,279	1,963,539	2,050,106	1,635,400	987,093	1,956,911	1,713,500	4.78%

HYRUM CITY CORPORATION
2022-23
WATER FUND (CONTINUED)

PERSONNEL: The Water Department is charged for 12 full-time employees whose salaries are shared with other departments; one part time meter reader (shared with the electric department); three part-time office employees whose salaries are shared with other departments, and one seasonal employee. Corey retired after 42 years and Kade Maughan replace him as the department head.

CAPITAL: During 2021-22 engineering and design of 900 west was done in anticipation of the capital project in 2022-23. Capital requests for 2022-23 include: A new John Deer mini loader split with the Cemetery $65,000; a new tilt deck trailer $18,000; a new big tilt deck trailer for the 306 excavator $49,000; a computer program for source inventory $18,000; replace steel lines $555,000; SCADA and building upgrade for well 1 $40,000; backup generator at well house up the canyon well 1 $111,000; new water main on 900 West $200,000; Included in the 255 account is $100,000 to upgrade meters.

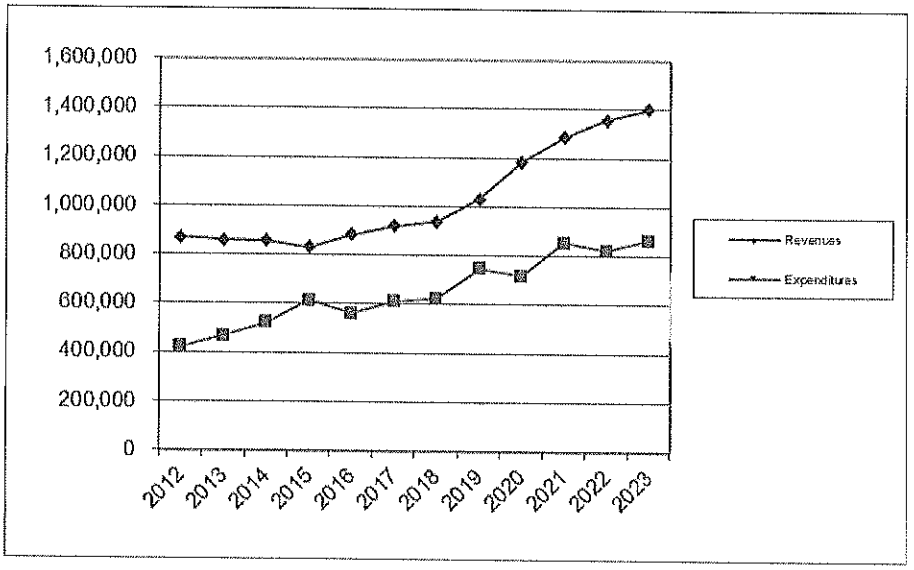
CONTRIBUTIONS: The 2022-23 isn't requesting a contribution to the General Fund; the additional funds from not contributing to the General Fund were used to pay off the 2 MG water tank bond. The Bond was paid off in June 2018. Funds are now used to update the system.

HYRUM CITY CORPORATION
2022-23
WATER FUND (CONTINUED)

WATER EXPENDITURES

CODE 5100	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
110	Employee salaries & wages	195,054	251,121	215,487	238,100	110,004	221,127	261,900	10.00%
115	Overtime	4,578	4,365	6,301	4,000	2,215	3,965	4,000	0.00%
116	Standby time	10,031	10,049	9,679	10,000	4,971	9,871	10,000	0.00%
120	Seasonal	13,415	19,669	11,018	14,400			14,400	0.00%
130	Employee benefits	100,462	111,298	119,438	122,100	54,059	108,422	133,000	8.93%
210	Books, subs & memberships	1,260	1,257	1,334	1,500	202	1,459	1,500	0.00%
220	Public notices	392	424		250			250	0.00%
230	Travel & training	3,387	5,552	1,750	5,000	1,320	1,320	5,000	0.00%
240	Office supplies & expense	8,725	6,562	5,923	5,000	1,390	5,232	5,000	0.00%
250	Equipment supplies & maint	31,815	45,222	43,790	35,000	15,927	38,939	35,000	0.00%
255	Distribution system maint	263,324	156,283	303,688	240,000	158,747	294,923	260,000	8.33%
260	Bldg. & grnds. Supp. & Maint.	4,491	2,321	8,002	3,000	72	1,903	3,000	0.00%
270	Utilities	76,602	68,879	99,885	70,000	65,839	112,266	100,000	42.86%
280	Telephone	1,595	1,900	2,576	2,000	1,425	2,693	2,500	25.00%
310	Professional services	22,716	25,640	17,341	20,000	8,004	13,727	20,000	0.00%
510	Insurance	6,055	6,502	6,931	7,000	5,780	5,780	7,000	0.00%
610	Miscellaneous supplies	201	268	995	1,000	133	442	1,000	0.00%
720	Buildings								
740	Equipment	47,911	131,915	410,252	396,400	59,373	521,402	150,000	-62.16%
750	New construction	375,970	373,228	413,466	270,000	2,855	50,000	906,000	235.56%
751	2 MG Water Tank								
810	Debt service - Principal								
820	Debt service - Interest	3,401							
830	Bond Issuance cost								
920	Contribution - General Fund								
921	Contribution - Capital Proj								
950	Contributions - restricted FB	271,986	301,325	309,299	142,400	145,248	290,496	142,400	0.00%
	Total Water Expenditures	1,443,371	1,523,780	1,987,155	1,587,150	637,564	1,683,967	2,061,950	29.92%
	Budgeted reserves	202,908	439,759	62,951	48,250	349,529	272,944	(348,450)	
	Totals	1,646,279	1,963,539	2,050,106	1,635,400	987,093	1,956,911	1,713,500	4.78%

HYRUM CITY CORPORATION
2022-23
WATER FUND (CONTINUED)
CULINARY WATER FUND



This chart depicts the relationship between metered water billings (not total revenue) and operating expenses (less capital), including contributions to the General and Capital Projects Fund. The increase in expenditures since 2012 is due to the repayment of a bond for the 2 million gallon water tank. The 2 million gallon water tank was payed off in June 2018. In 2012 and 2013 we did not transfer to the General Fund. In 2020-21 the expenditures are up because of new meters being purchased for growth in the 255 account. On the revenue side rates were raised for commercial users in 2016-17. In January 2019 rates were also increased on all user. Rates are being looked at in the face of drought conditions to promote conservation. The 2022-23 budget is proposing no transfer to the General Fund.

WATER FUND
INCOME & BUDGET STATEMENT
2022-23

Description	2019 Actual	2020 Actual	2021 Actual	2022 Budget	2022 Estimate	2023 Proposed Budget	Percent of Change
Operating revenues:							
Metered water sales	1,032,084	1,183,561	1,284,652	1,325,000	1,354,656	1,400,000	5.66%
Customer service & other	25,512	7,568	2,331	6,000	6,879	6,000	0.00%
Total operating revenues	1,057,596	1,191,129	1,286,983	1,331,000	1,361,535	1,406,000	5.66%
Operating expenses:							
Salaries & benefits	323,540	396,502	361,923	388,600	343,385	423,300	8.93%
Accrued benefits	2,525	31,545	(19,182)				
Material & supplies	128,267	132,117	163,260	121,750	163,812	152,250	25.05%
Distribution system maintenance	263,324	156,283	303,688	240,000	294,923	260,000	8.33%
Professional services	22,716	25,640	17,341	20,000	13,727	20,000	0.00%
Insurance & miscellaneous	6,256	6,770	7,926	8,000	6,222	8,000	0.00%
Depreciation	293,515	334,590	354,072	360,000	373,554	385,000	6.94%
Total operating expenses	1,040,143	1,083,447	1,189,028	1,138,350	1,195,623	1,248,550	9.68%
Non-operating revenues (expenses):							
New connection fees	76,847	125,128	89,312	42,400	84,800	42,400	0.00%
Impact fees	476,930	528,376	542,435	249,800	499,600	249,800	0.00%
Interest earnings	34,906	38,906	13,876	12,200	10,976	15,300	25.41%
Interest expense	(3,401)						
Profit (loss) sale of assets		80,000	117,500				
Total Non-operating revenues (expenses)	585,282	772,410	763,123	304,400	595,376	307,500	1.02%
Income before operating transfers	602,735	880,092	861,078	497,050	761,288	464,950	-3.00%
Operating transfers in (out)							
Contributions							
Contributions - restricted FB	(271,986)	(301,325)	(309,299)	(142,400)	(290,496)	(142,400)	0.00%
Net income	330,749	578,767	551,779	354,650	470,792	322,550	-3.00%

CULINARY WATER UTILITY CHARGES

SERVICE RATES:

RESIDENTIAL:

3/4" meter	$15.00	first 10,000 gallons
1" meter	$16.96	"

COMMERCIAL:

1" meter	$16.96	"
1-1/2" meter	$47.26	"
2" meter	$73.50	"
3" meter	$157.51	"
4" meter	$367.51	"
6" meter	$420.01	"
8" meter	$490.00	"
10" meter	$560.00	"

OVERAGE:

RESIDENTIAL:

10,001-50,000 gallons	.78 per 1,000 gallons
over 50,000 gallons	1.08 per 1,000 gallons

COMMERCIAL:

10,001-50,000 gallons	.96 per 1,000 gallons
over 50,000 gallons	1.08 per 1,000 gallons

OUTSIDE CITY LIMITS:

Users beyond Hyrum City limits	1-1/2 times city rates

CONNECTION FEES:

Property owner responsible for connection	
Meter & City inspection fee	$424.00

IMPACT FEES:

Residential, single family	$2,498.00
Resential, multi-family per unit	$1,872.75
Commercial/Industrial	Equiv meter ratio x $272.33

HYRUM CITY CORPORATION

WASTEWATER TREATMENT FUND

HYRUM CITY CORPORATION
2022-23
SEWER FUND

Hyrum City's Sewer Department operates a wastewater collection system and mechanical treatment plant that serves over 3,100 homes and businesses.

The mechanical plant became operational January 1, 2005 and it processes up to two million gallons per day. The plant functions with technology called membrane bio-reactor (MBR). The effluent waters meet or exceed water quality standards established by State and Federal requirements and is now pumped into the pressurized irrigation system during the irrigating months.

SEWER SERVICE: For purposes of this budget, the proposed residential rate of $47.00 per month is being used. Millville is also in the process of sending their sewer to Hyrum, this will be in the near future but does not reflect in this budget book.

SEWER LINE EXTENSIONS: The cost of extending sewer lines to individual homes is the responsibility of the homeowner. If the property is located within 300 feet of an existing line it must be connected to the sewer system. Both the cost of engineering and construction are billed to the property owner.

Because of the depth of most sewer lines and government regulations requiring specialized trenching equipment, the City now requires that qualified contractors hired by builders or those requesting the connection make all sewer connections. City personnel inspect all connections made to the municipal system.

CUSTOMER SERVICE FEES: This includes inspection fees for new sewer service lines and is set at $50.

INTEREST EARNINGS: Interest revenue is based on maintaining an average reserve balance of $2,399,823 at .5282 percent. The City earns interest on its reserve funds.

IMPACT FEES: Impact fees are divided into two accounts: treatment and collection. These other two impact fees are used to recoup cost on projects previously completed. The southeast sewer impact fee and the buy in fee were done away with in 2012, when the impact distribution was changed.

SEWER REVENUES

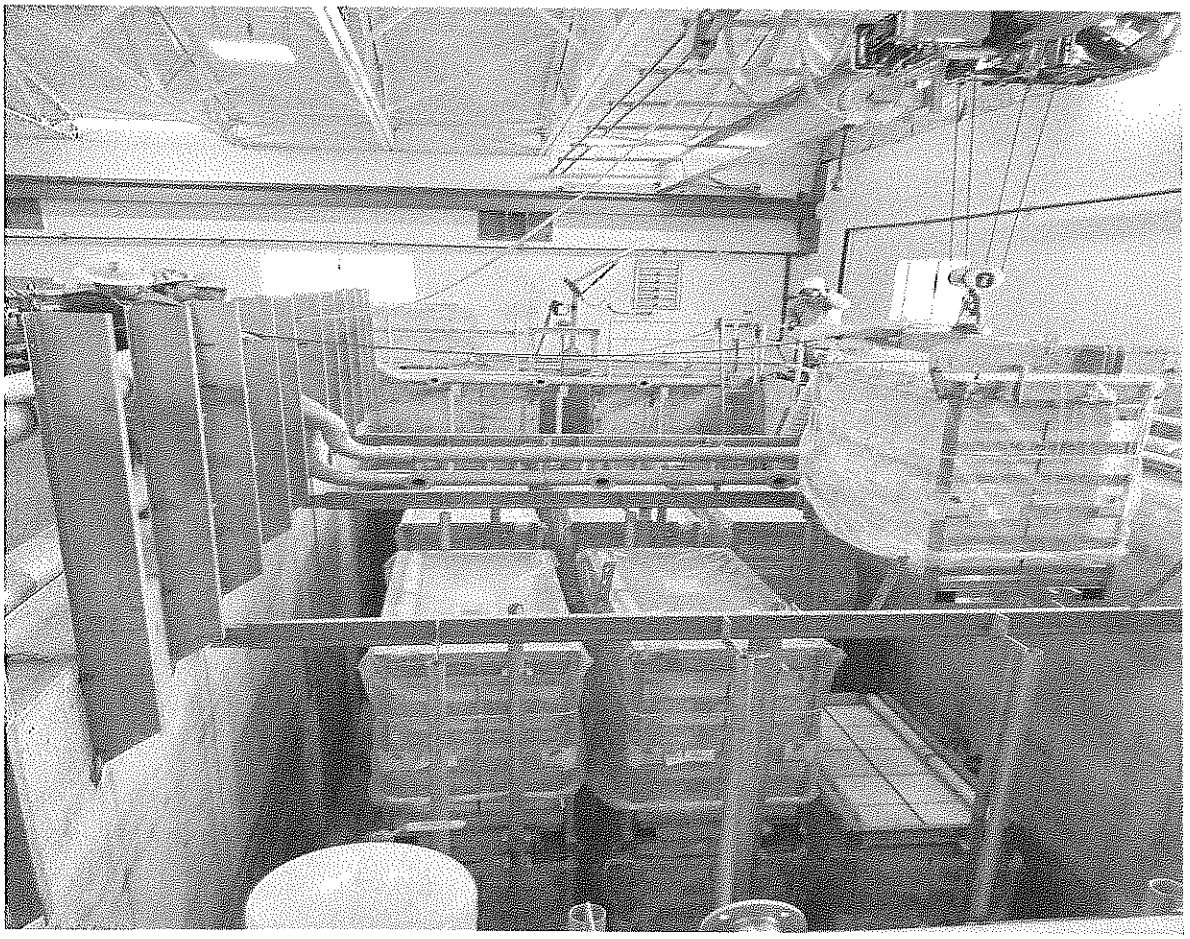
CODE 52	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
3340	Grants			1,088,658		480,342	531,740		
3718	Sale of Material								
3731	Sewer service	1,444,909	1,581,590	1,760,835	1,785,000	937,056	1,874,111	1,975,000	10.64%
3736	Sewer line extension fees			4,498					
3740	Customer service fees	3,221	4,020	6,520	5,000	4,700	9,800	5,000	0.00%
3741	Interest earnings	60,549	76,401	10,940	8,900	5,322	10,651	12,700	42.70%
3742	Rent from non-op property	17,362	17,362	17,362	17,400	17,362	17,362	17,400	0.00%
3743	Bond/loan funds		2,402,000	2,402,000					
3744	Miscellaneous revenues	270,517	11,725	1,908	386,480	6,153	6,153	5,000	-98.71%
3745	Impact fee - buy-in								
3747	Impact fee - collection	81,307	90,822	93,310	43,700	44,036	87,200	43,700	0.00%
3748	Impact fee - treatment	277,594	325,132	349,982	165,700	171,136	342,272	165,700	0.00%
3830	Transfer from General Fund						510,032		
	Total Sewer Revenues	2,155,459	4,509,052	4,647,355	2,412,180	1,185,765	3,389,321	2,224,500	-7.78%

HYRUM CITY CORPORATION
2022-23
SEWER FUND (CONTINUED)

PERSONNEL: The Sewer Department is staffed by four full time employees, the City Recorder, City Engineer/Zoning Administrator, and the City Administrator and one part time receptionist are split between other funds. Five more employees were added to this fund in 2021-22 including two receptionists at 10%, one more receptionist at 25%, the Utility Billing Clerk at 15% and the City Treasurer at 25%.

OPERATION AND MAINTENANCE: Costs in travel and training continue to reflect expenses for maintaining certification and also training of other city personnel to meet safety requirements for the state. Utility costs (electricity and natural gas) for 2021-22 totaled $188,495 estimated total. A conscious effort is being made to reduce the chemical cost which is a large part of the cost of the sewer plant. With the water reuse plant chemical cost continue to be low and the new upgrades. The plant was replaced with SP600 plates and a new blower/screens and headworks. This will increase efficiency and capacity of the plant. This was paid for by a grant ($1,569,000), some reserves ($1,200,000) and a small bond ($2,402,000).

CAPITAL: In 2021-22 replacement of membranes with SP 600 a new blower/screens and many much-needed upgrades to the plant were completed. 2022-23 capital request include a Crain truck to repair lift stations $50,000; upgrading drying beds $310,032; belt press upgrades $40,000; and new screens $160,000.



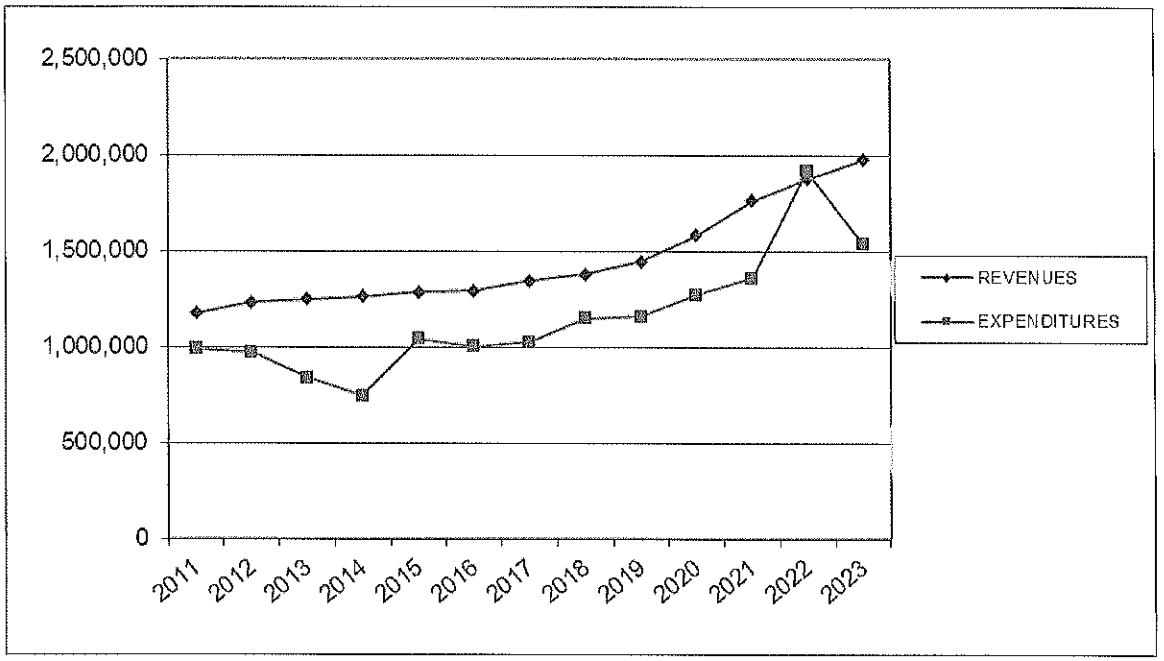
HYRUM CITY CORPORATION
2022-23
SEWER FUND (CONTINUED)

SEWER EXPENDITURES

CODE 5200	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
110	Employee salaries & wages	230,731	261,291	278,505	316,200	166,885	322,282	354,200	12.02%
115	Overtime	37,064	19,418	31,276	10,000	4,427	20,735	10,000	0.00%
116	On call pay	8,108	9,086	9,023	10,000	4,769	9,382	10,000	0.00%
120	Seasonal	1,750			2,000			2,000	
130	Employee benefits	147,653	156,985	169,898	186,000	93,588	186,734	199,800	7.42%
210	Books, subs & memberships	255	340		2,000	100	100	2,000	0.00%
220	Public notice				500	1,066	1,066	500	0.00%
230	Travel & training	900	1,899	1,525	5,000		2,419	5,000	0.00%
240	Office supplies & expense	6,530	7,671	5,831	5,000	1,200	5,957	5,000	0.00%
250	Lab supplies	1,799	3,633	4,797	5,000	258	5,026	5,000	0.00%
251	Water Reuse	531			1,000			1,000	0.00%
254	Plant equip supplies & maint	193,768	231,172	199,707	250,000	79,807	171,763	250,000	0.00%
255	Collection system maint	48,676	30,294	78,363	46,000	51,421	52,812	50,000	8.70%
256	MBR cleaning chemicals	157,503	219,685	206,705	130,000	3,600	40,315	130,000	0.00%
257	Aluminum sulfate	17,661	38,367	66,169	30,000	6,682	37,334	30,000	0.00%
260	Bldg & grnds supplies & maint	1,245	1,910	(122)	500		236	500	0.00%
270	Utilities	222,264	173,105	176,228	240,000	102,157	188,495	240,000	0.00%
280	Telephone	4,425	5,579	3,836	4,500	1,360	2,641	4,500	0.00%
285	Internet service	780	975	1,642	900	2,201	6,822	6,000	566.67%
310	Professional services	46,321	43,746	41,054	30,000	19,311	40,985	30,000	0.00%
510	Insurance	15,100	16,507	17,193	17,500	14,673	14,673	17,500	0.00%
610	Miscellaneous	433	563	69	2,000	140	140	2,000	0.00%
700	Amortization of bond costs				2,500			2,500	0.00%
740	Equipment		84,032	8,338	50,000			50,000	0.00%
750	New construction	113,746	2,371,116	2,457,385		326,901	909,231		
752	Reuse Water Pump Station								
753	ARPA Funds							510,032	
810	Debt service-principal bonds				704,000		704,000		-100.00%
812	Debt service-wwtp upgrade principal bonds		2,402,000		42,100	20,915	45,518	142,800	239.19%
820	Debt service - interest bonds	16,758	13,843	8,630	9,152		9,152		-100.00%
822	Debt service - interest wwtp upgrade		36,784	59,092	41,600	20,881	45,041	40,900	-1.68%
840	Debt Service Trustee Fees			1,000	2,000	1,000	1,000	1,000	-50.00%
841	Cost Of Issuance								
950	Addition to restricted FB								
	Total Sewer Expenditures	1,274,001	6,130,001	3,826,144	2,145,452	923,342	2,823,859	2,102,232	-2.01%
	Budgeted reserves	881,458	(1,620,949)	821,211	266,728	262,423	565,462	122,268	
	Totals	2,155,459	4,509,052	4,647,355	2,412,180	1,185,765	3,389,321	2,224,500	-7.78%

HYRUM CITY CORPORATION
2022-23
SEWER FUND (CONTINUED)

SEWER FUND



This chart depicts the relationship between sewer billings and operating expenses (less capital).

Revenue increases are due in part to rate hikes and growth. An increase in 2020 to $45.00, $46.00 in 2021 and $47.00 in 2022 to cover the costs associated with growth, operating costs, and bond repayment. Also Millville is in the works to bring their sewer to Hyrum.

Operating costs have increased primarily because of utility and chemical costs associated with the new larger sewer plant. The Water Reuse project has decreased chemical cost but utilities have increased due to pumping the effluent and repayment of a bond. In 2016-17 $311,626 was spent to pay off the Water Reuse bond. Also large quantities of plates have been purchased since 2015 driving expenditures up. Chemical cost spiked in 2020-21 due to a cleaning Chemical T-Floc that was used to help the plant run cleaner, now the upgrades are done chemical cost will go back down. The expenditure remained high for the 2021-22 budget due to bond repayments and exceed the sewer sales. This is due to the repayment of the remaining sewer bond with the State $704,000 and starting a new sewer bond for 2021-22 upgrades. With the new bond repayments and additional employees expenditures will remain higher than past years.

SEWER FUND
INCOME & BUDGET STATEMENT
2022-23

Description	2019 Actual	2020 Actual	2021 Actual	2022 Budget	2022 Estimate	2023 Proposed Budget	Percent of Change
Operating revenues:							
Sewer service	1,444,909	1,581,590	1,760,835	1,785,000	1,874,111	1,975,000	10.64%
Customer service & other	20,583	21,382	23,882	22,400	27,162	22,400	0.00%
Total operating revenues	1,465,492	1,602,972	1,784,717	1,807,400	1,901,273	1,997,400	10.51%
Operating expenses:							
Salaries & benefits	425,306	446,780	488,702	524,200	539,133	576,000	9.88%
Accrued benefits	2,767	24,623	22,792				
Material & supplies	607,661	684,336	666,318	674,400	462,174	679,500	0.76%
Collection system maintenance	48,676	30,294	78,363	46,000	52,812	50,000	8.70%
Professional services	46,321	43,746	41,054	30,000	40,985	30,000	0.00%
Insurance & miscellaneous	15,533	17,070	18,262	21,500	15,813	20,500	-4.65%
Depreciation	369,180	369,180	347,684	525,000	531,017	540,000	2.86%
Total operating expenses	1,515,444	1,616,029	1,663,175	1,821,100	1,641,934	1,896,000	4.11%
Non-operating revenues (expenses):							
New connection/extension fees							
Impact fees	358,901	415,954	443,292	209,400	429,472	209,400	0.00%
Interest earnings	60,549	76,401	10,940	8,900	10,651	12,700	42.70%
Interest expense	(16,758)	(50,627)	(67,722)	(50,752)	(54,193)	(40,900)	-19.41%
Miscellaneous							
Total Non-operating revenues (expenses)	402,692	441,728	386,510	167,548	385,930	181,200	8.15%
Income before operating transfers	352,740	428,671	508,052	153,848	645,269	282,600	83.69%
Contributions							
Operating transfers in (out)							
Contributions - restricted FB							
Net income	352,740	428,671	508,052	153,848	645,269	282,600	83.69%

SEWER UTILITY CHARGES

SERVICE RATES:	Current	
Residential	$ 47.00	
Multiple Units	$ 47.00	per month per unit
Residential With Lift Station	$ 51.00	
Commercial		
Commercial #1	$ 47.28	
Comercial #2	$ 104.40	
Comercial #3	$ 381.64	
Comercial #4	$ 563.68	
Comercial High School	$ 1,214.66	
Assisted Living	See Resolution 17-14	

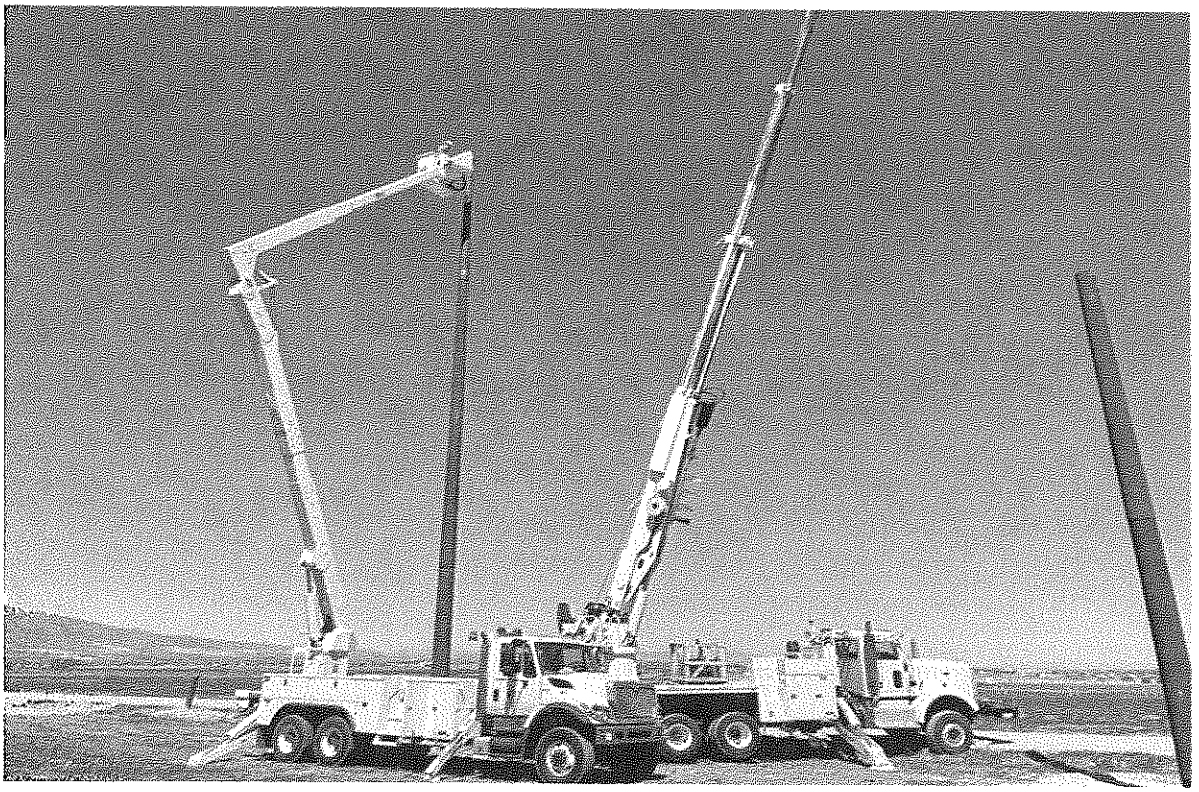
Nonresidential User Surcharges

Parameter	Average Concentration	Surcharge
BOD	200 mg/l	0.2700
TSS	200 mg/l	0.2700
Phosphorus	4 mg/l	1.0800

	West SR 165	East SR 165
CONNECTION FEES:		
City-wide	n/a	n/a
INSPECTION FEES:		
City-wide	$50.00	$50.00
IMPACT FEES:		
Residential, single family	$2,358.42	$2,358.42
Residential, multi-family per unit	$2,358.42	$2,358.42
Commercial/Industrial	Equivalent meter ratio x $1,227.98 (both west and east)	
BOND CREDIT		
2022 19th year	-$152.00	-$152.00

HYRUM CITY CORPORATION

ELECTRIC UTILTY FUND



HYRUM CITY CORPORATION
2022-23
ELECTRIC FUND

Hyrum City's electric utility serves approximately 3,600 residential, commercial, and industrial customers. The utility buys most of its power from outside sources. Five of these sources are owned in part by the City: San Juan, Hunter II, IPP, Nebo Power Station, Pleasant Valley Wind Facility, and the Horse Butte Wind Project. The remainder comes from generating plants on the Colorado River, Richmond/Cove Irrigation hydro, and Hyrum's own generating plant in Blacksmith Fork Canyon, which supplies less than four percent of the City's energy.

Projects completed during 2021-22 include: Electrical work for, Canyon Estates, Scenic Mountain, Mountain View Estates, Mt. Sterling, 8th East feeder project is under way, this will pull load off 8th east substation and move it to Hammer sub. Additionally, many projects have been done to improve the efficiency of the Dam and canyon properties surrounding the Dam. Transmission lines are being built to West Point Dairy. Rocky Mountain Power upgraded their lines coming into the City to increasing capacity.

METERED ENERGY SALES: A rate increase was passed and implemented in 2010-11 in order to maintain reserve funds for the electric department. There has not been any increases in electric rates since then. With increased cost, rates are being looked at and a power study being performed. A higher rate was passed for those that would like to buy clean energy in 2012. The customer service charge was adjusted in Sept. 2021.

CONNECTION FEES: Connection fees have been implemented for new residential construction. Single family connections are $750 in a major subdivision and $1,200 for mini subs or undeveloped lots. Multi-family, commercial, certain other types of connections, extra poles and if the property requires a transformer are billed at the actual cost of construction.

MISCELLANEOUS: Miscellaneous revenues include customer service fees, reconnect fees, miscellaneous charges, subdivision electrical work and any credits from UAMPS. Also included is work done in subdivisions.

INTEREST EARNINGS: Based on average reserves of $2,493,452 at .5282 percent interest.

IMPACT FEES: Impact fees were approved and are charged on all new residential and commercial connections. The rates are Residential 0-200 Amp $1,265; 201-400 Amp $2,530. Commercial is also charged a different rate (see electric utility charges).

ELECTRIC REVENUES

CODE 53	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
3751	Metered energy sales	6,845,926	6,812,579	7,288,791	7,000,000	4,316,437	7,904,269	10,450,000	49.29%
3752	Energy discounts	(44,232)	(47,346)	(17,683)	(90,000)	(24,091)	(46,573)	(90,000)	0.00%
3755	New connection fees	91,640	159,573	177,178	85,000	93,798	168,798	85,000	0.00%
3757	Sale of materials		9,666	40,548		250	250		
3758	Miscellaneous revenues	344,562	1,295,251	1,370,776	500,000	374,204	1,019,504	500,000	0.00%
3759	Miscellaneous grants								
3761	Interest earnings	116,454	97,264	24,847	20,500	5,915	11,855	13,200	-35.61%
3767	Impact fee - Distribution			12,650	126,500	127,765	253,000	126,500	0.00%
3855	Transfer from General Fund						1,500,000		
3860	Bond Proceeds							3,000,000	
	Total Electric Revenues	7,354,350	8,326,987	8,897,107	7,642,000	4,894,278	10,811,103	14,084,700	84.31%

HYRUM CITY CORPORATION
2022-23
ELECTRIC FUND (CONTINUED)

ELECTRIC EXPENDITURES

CODE 5300	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
110	Employee salaries & wages	492,521	612,497	675,784	705,100	366,114	702,043	799,100	13.33%
115	Overtime	8,179	21,772	55,826	45,000	39,191	62,351	55,000	22.22%
116	Standby time	9,515	9,512	9,151	10,000	4,417	9,170	10,000	0.00%
120	Seasonal/Temporary Employee				10,000			20,000	100.00%
130	Employee benefits	234,060	298,480	332,773	364,100	179,219	351,730	390,200	7.17%
210	Books, subs & memberships				200			200	0.00%
220	Public notices	85		103	300		51	300	0.00%
230	Travel & training	14,452	11,420	2,467	25,000	12,506	15,324	25,000	0.00%
240	Office supplies & expense	6,162	8,662	9,765	7,500	1,956	8,691	10,000	33.33%
250	Equipment supplies & maint	94,895	132,508	147,086	75,000	104,955	182,196	125,000	66.67%
255	Generation & dist sys maint	623,501	649,192	(131,825)	500,000	625,656	1,199,962	750,000	50.00%
256	Tree city/consumer education	68,576	75,917	102,554	75,000	62,070	85,854	85,000	13.33%
257	Generator costs			195				730,000	
258	Christmas decorations	1,341	206	726	61,000	13,293	13,293	10,000	-83.61%
259	Hydro plant maintenance	23,025	55,376	491,494	10,000	633	6,633	10,000	0.00%
260	Bldg & grnds supplies & maint	14,831	10,244	53,290	30,000	24,503	52,179	35,000	16.67%
270	Utilities	5,738	7,445	5,781	8,000	969	6,603	8,000	0.00%
280	Telephone	4,849	5,696	5,569	6,000	2,997	5,858	6,000	0.00%
285	Internet					174		500	
310	Professional services	25,164	59,875	58,149	40,000	40,687	61,465	65,000	62.50%
311	Hydro plant relicensing								
510	Insurance	18,887	20,940	21,556	23,000	18,397	18,397	25,000	8.70%
610	Miscellaneous supplies	6,496	9,580	13,224	10,000	9,111	17,627	10,000	0.00%
620	Miscellaneous services	27,013	28,311	38,506	25,000	22,112	43,657	30,000	20.00%
621	Miscellaneous utility relief								
630	Power purchase	4,932,701	4,766,674	5,555,665	5,200,000	3,766,372	6,620,092	7,600,000	46.15%
710	Land								
720	Buildings	481,584	245,897						
735	Canyon Park Improvements	7,559	3,203	7,565	6,000		3,500	5,000	-16.67%
740	Equipment	65,297	242,196	373,272	453,000	220,662	400,662	318,700	-29.65%
750	New Construction	858,396	153,696	1,206,015	1,323,000	340,460	2,277,704	2,900,000	119.20%
920	Contribution to General Fund								
921	Contributions - Capital Proj								
	Total Electric Expenditures	8,024,827	7,429,299	9,034,691	9,012,200	5,856,454	12,145,042	14,023,000	55.60%
	Budgeted reserves	(670,477)	897,688	(137,584)	(1,370,200)	(962,176)	(1,333,939)	61,700	
	Totals	7,354,350	8,326,987	8,897,107	7,642,000	4,894,278	10,811,103	14,084,700	84.31%

HYRUM CITY CORPORATION
2022-23
ELECTRIC FUND (CONTINUED)

PERSONNEL: The Electric Department is staffed by one superintendent, Matt Draper, five full time linemen, a part time electrical secretary, a part time meter reader (shared with the Water Department), a seasonal parks maintenance worker, and nine office personnel shared with other departments.

OPERATION AND MAINTENANCE: Expenditures are based on 2022-23 projections.

DISTRIBUTION SYSTEM: 2022-23 expenses are for regular maintenance and new subdivisions.

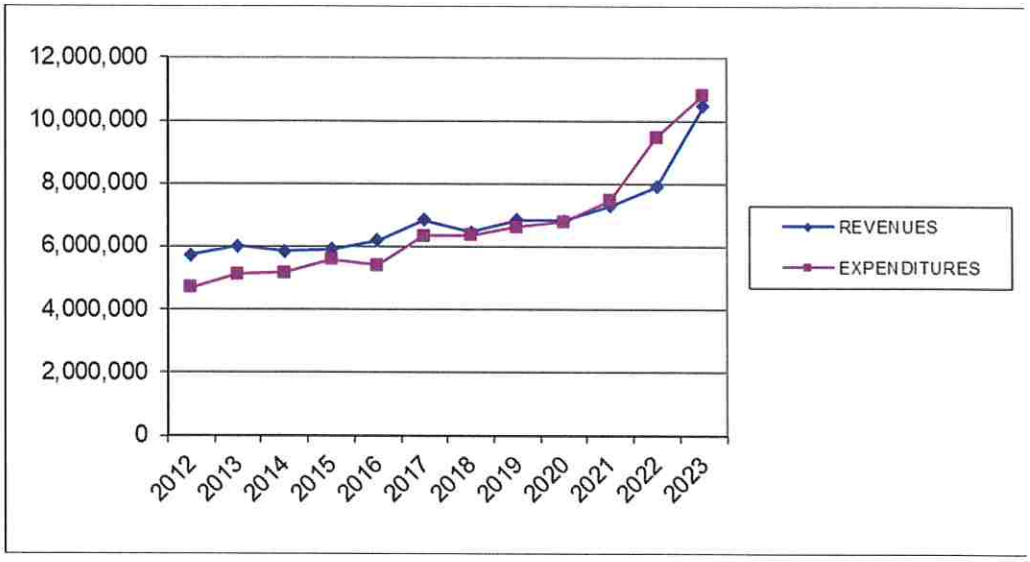
TREE CITY/CONSUMER EDUCATION: This line item covers costs for trimming trees, planting new trees, the Arbor Day celebration, and other related costs associated with the Tree Committee whose members were appointed to facilitate Hyrum's designation as a Tree City.

POWER PURCHASE: The annual power figure is based on an average monthly billing of $633,333. As of March 2022, the average monthly billing is $575,273.

CAPITAL: The 2021-22 capital requests for the electric department are: $5,000 canyon park improvements; a new AT 40-G service Truck $138,600; a new crew truck $65,000; a self-loading wire trailer $47,100; a tilt deck trailer equipment hauler $23,000; a new truck $45,000; and system upgrades including West Pt. substation and 46 KV line $2,900,000. Included in the 257 account includes 3 natural gas generators $730,000 that will be used to produce power during peak loads.

CONTRIBUTIONS: No operating transfer is budgeted from the Electric Department during 2022-23. A $1,500,000 transfer was made in 2021-22 budget from the General Fund to the Electric Fund to help with upgrades to the system.

ELECTRIC FUND



This chart shows the relationship between electric billings and operating expenses including power purchase (less capital).

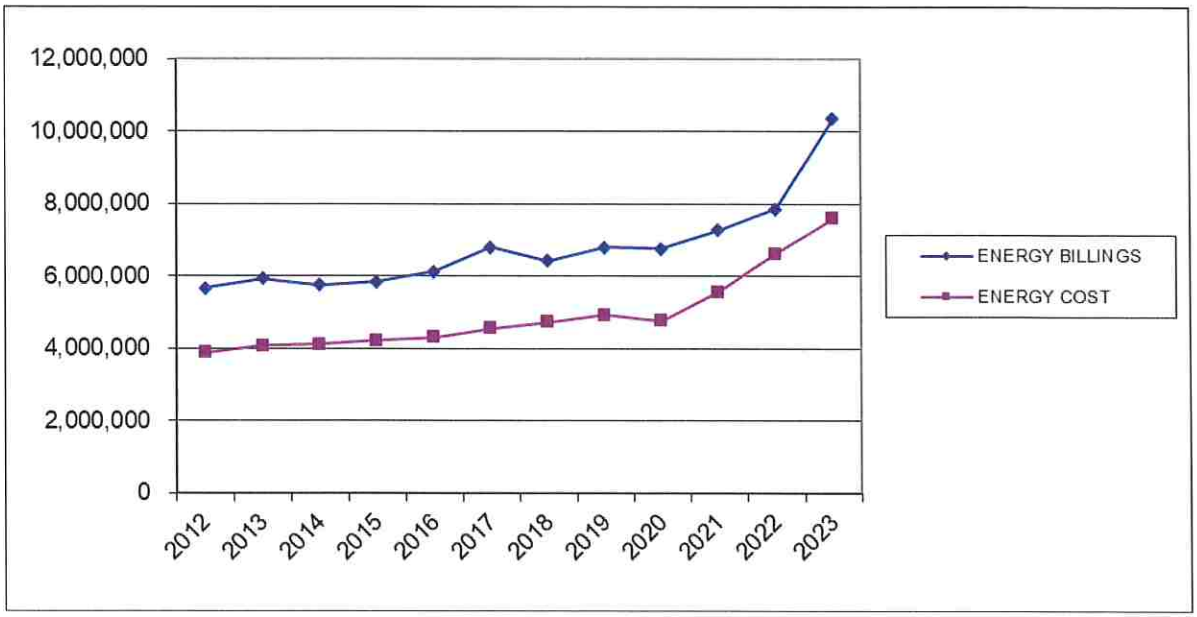
In spring of 2016 JBSs new plant became operational. Also West Pt. Dairy is doing a major upgrade to their operations this should see additional metered energy sales. We anticipate revenue and power purchases to slowly increase as they have in the past.

Although this chart does not include capital expenses, they are a big factor in the depletion of electric reserves.

The main reasons for the expenditures exceed revenues is because of increased inventory cost and long lead times, Hydroelectric upgrades, and increased power purchase costs. A lot has been done to increase the new meters/metering system also a lot of subdivisions electrical work and upgrades were done to the system. Additionally, 2-3 natural gas generators are included in the 2022-23 expenditures to help with high loads in the summer. Some of these revenue not shown on this graph include reimbursement from developers for electrical work and West Pt. Dairy contributing to the new transmission line.

Transfer to the general fund also play a major factor in the depletion of the electric fund reserves. No transfers were made in 2012 that is why expenditures dipped in 2012. In budget year 2022-23 no transfer is budgeted. A transfer of $1,500,000 from the General fund is being proposed to help the electric department in 2021-22.

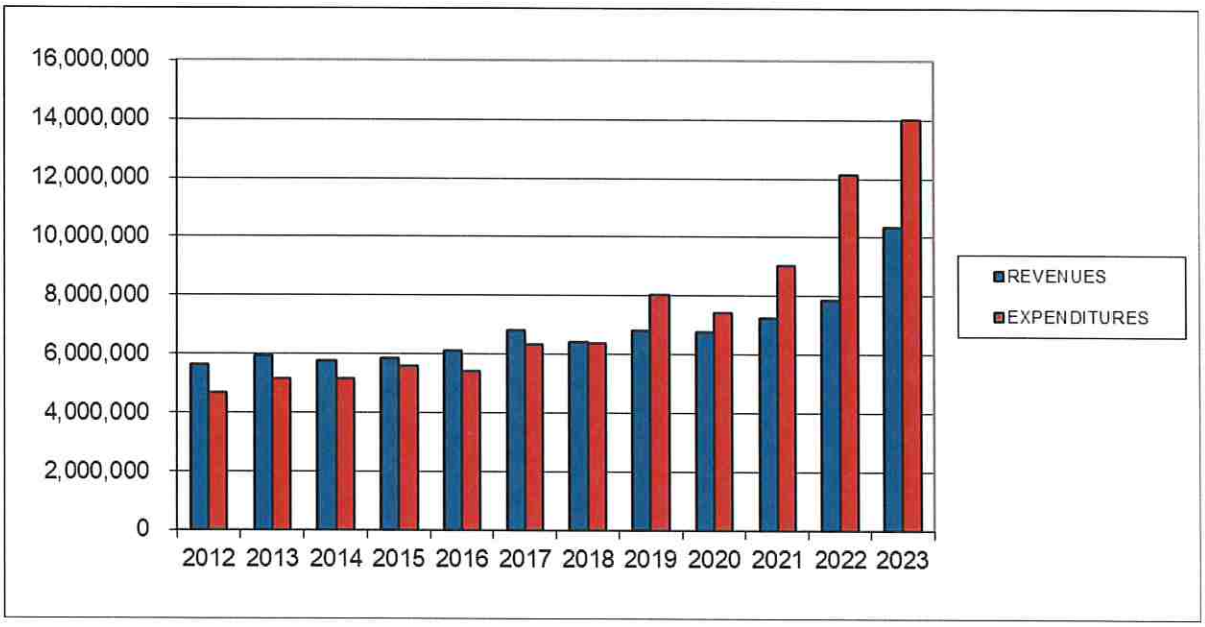
ENERGY BILLINGS COMPARED WITH PURCHASES



This chart depicts the margin between electric utility billings and power costs. Power costs have increased over the last year begging the question do we need a rate increase?

JBS new plant was on line in 2016. Power purchases remained fairly steady. Also West Point Dairy will be upgrading their plant. We anticipate more in the way of energy cost in 2022-23 and more energy billed.

NET ELECTRIC BILLINGS COMPARED WITH TOTAL CASH OUTLAY



This chart shows the relationship of only electric billings (not total revenue) to total expenditures.

In the years since 2012 there have been five years when expenditures have exceeded billings. 2019, 2020, 2021, 2022 and 2023 these are due to inflation, high energy cost and many subdivisions being built, the Hydro Plant upgrades and the West Pt. Dairy Line. Some of the cost will be paid for (not reflected in the graph) by West Point and the developers.

In the years revenue exceeded expenditures some reserves were built up and in 2012 no transfer was made to the General Fund increasing the reserve. Also, no transfer was made from 2018-2022. In 2021-22 a transfer from the General fund of $1,500,000 is proposed to help the Electric Fund.

ELECTRIC FUND
INCOME & BUDGET STATEMENT
2022-23

Description	2019 Actual	2020 Actual	2021 Actual	2022 Budget	2022 Estimate	2023 Proposed Budget	Percent of Change
Operating revenues:							
Metered energy sales	6,845,926	6,812,579	7,288,791	7,000,000	7,904,269	10,450,000	49.29%
Energy discounts	(44,232)	(47,346)	(17,683)	(90,000)	(46,573)	(90,000)	0.00%
Total operating revenues	6,801,694	6,765,233	7,271,108	6,910,000	7,857,696	10,360,000	49.93%
Operating expenses:							
Salaries & benefits	744,275	294,261	1,073,534	1,134,200	1,125,294	1,274,300	12.35%
Accrued benefits	13,805	25,485	42,101				
Material & supplies	233,954	307,474	819,030	298,000	376,682	1,045,000	250.67%
Distribution system maintenance	623,501	649,192	(131,825)	500,000	1,199,962	750,000	50.00%
Professional services	25,164	59,875	58,149	40,000	61,465	65,000	62.50%
Insurance & miscellaneous	52,396	58,831	73,286	58,000	79,681	65,000	12.07%
Power purchase	4,932,701	4,766,674	5,555,665	5,200,000	6,620,092	7,600,000	46.15%
Depreciation	327,401	354,184	538,743	400,000	723,743	750,000	87.50%
Total operating expenses	6,953,197	6,515,976	8,028,683	7,630,200	10,186,919	11,549,300	51.36%
Non-operating revenues (expenses):							
New connection fees	91,640	159,573	177,178	85,000	168,798	85,000	0.00%
Impact fees			12,650	126,500	253,000	126,500	0.00%
Interest earnings	116,454	97,264	24,847	20,500	11,855	13,200	-35.61%
Miscellaneous	344,562	1,304,917	1,411,324	500,000	1,019,754	500,000	0.00%
Total Non-operating revenues (expenses)	552,656	1,561,754	1,625,999	732,000	1,453,407	724,700	-1.00%
Income before operating transfers	401,153	1,811,011	868,424	11,800	(875,816)	(464,600)	- 4037.29%
Operating transfers in (out)							
Contributions							
Net income	401,153	1,811,011	868,424	11,800	(875,816)	(464,600)	- 4037.29%

ELECTRIC UTILITY CHARGES

SERVICE RATES:

Residential:	
Customer Charge	$6.00
KWH's	
First 500	0.084560
Next 250	0.110295
All over 750	0.137648
Residential: Renewable Energy	
Customer Charge	$6.00
KWH's	
First 500	0.107391
Next 250	0.140080
All over 750	0.174812
Residential: Blacksmith Fork Canyon	
Customer Charge	$10.00
KWH's	
First 500	0.084560
Next 250	0.110295
All over 750	0.137648
Small Commercial:	
Customer Charge	$10.00
Demand on all kw's greater than 5	$8.00
KWH's	
First 1,500	0.097750
All over 1,500	0.051750
Large Commercial: (over 35 kw)	
Customer Charge	$20.00
Demand on all kw's greater than 5	$8.00
First 50,0000 KWH	0.062500
Greater than 50,000 KWH	0.048750
Industrial:	
Special rates by agreement	
Temporary Service:	
Customer Charge	$30.00
Net Meter	
Customer Charge	$6.00
First 500	0.08456
Next 250	0.110295
Over 750	0.137648
Feed In Tariff	
Customer Charge	$6.00
First 500	0.08456
Next 250	0.110295
Over 750	0.137648
Production Credit	0.04/kwh

CUSTOMER SERVICE DEPOSIT

Residential	$200.00
Commercial/Industrial	$300.00

ELECTRIC UTILITY CHARGES (CONTIUED)

RECONNECT FEE (charged when power is turned off for non-payment)	
During business hours	
(Monday - Friday 8:00 a.m. to 5:00 p.m.)	
For the 1st shut-off	$15.00
2nd	$30.00
3rd	$45.00
4th	$60.00
Additional amount after business hours	$30.00
CONNECTION FEES:	
Residential, single family (major subdivision)- overhead/underground	$750.00
Redidential, single family (min-subs, undeveloped)- overhead/underground	actual cost
Overhead - each new pole required	actual cost
Requiring a transformer	actual cost
Residential, mobile home, multi-family per unit	actual cost
Canyon	actual cost
Commercial/industrial- single and three phase	actual cost
Temp panel connect/disconnect fee	$75.00
IMPACT FEE:	
Residential 0-200 Amp	$1,265.00
Residential 201-400 Amp	$2,530.00
Commercial	actual cost
Disconnection/Reconnect Fee- Customer Requested	
Blacksmith Fork	$50.00
Residential, Small Commercial, Large Commercial, Industrial	$25.00

HYRUM CITY CORPORATION

IRRIGATION FUND

HYRUM CITY CORPORATION
2022-23
IRRIGATION FUND

Hyrum City's pressurized irrigation system provides secondary water to over 2,300 homes and properties within the City.

The main goal of the Irrigation Department is to utilize the existing water supply in the best way possible to conserve water and yet provide the citizens of Hyrum with an adequate supply. During 2020-21 the irrigation pond was expanded, and upgrades were made to the pond to provide additional water for irrigating. The lates legislative session approved a grant of 70% for metering the secondary water systems. Additionally, ARPA funds are also being used to help with these conservation efforts.

IRRIGATION BILLINGS: Rates were increased in 2015.

NEW CONNNECTION FEES: Property owners are now responsible for the irrigation connections.

INTEREST EARNINGS: Interest is based on reserves of $624,436 at .5282 percent interest.

IMPACT FEES: All impact fees are now included in the buy-in portion and can be used to support any irrigation fund expenditure. In 2011-12 impact fees changed to a standard rate throughout the city of $794 for a single-family home. 75 homes are budgeted for 2022-23.

IRRIGATION REVENUE

CODE	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
3340	State - Federal Grants							805,000	
3771	Irrigation service	320,381	319,906	330,750	340,000	167,909	335,909	350,000	2.94%
3775	New connection fees		1,588		1,000			1,000	0.00%
3776	Inspection fees								
3779	Misc. Revenue	58,356	5,048	4,849	5,000	75,160	81,048	5,000	0.00%
3781	Interest earnings	24,699	19,870	2,807	2,400	1,160	2,324	3,300	37.50%
3785	Impact fee - buy-in	29,934	46,052	63,520	59,550	38,906	119,100	59,550	0.00%
3830	Transfer from General Fund							510,032	
	Total Irrigation Revenues	433,370	392,464	401,926	407,950	283,135	538,381	1,733,882	325.02%

PERSONNEL: Now includes seven full time employees; three at (15%); one at (10%); and two at (5%) and a new two new employees at (50%). The two new employees will help install meters according to the grant for secondary water metering.

OPERATION AND MAINTENANCE: The 2022-23 budget is based on 2021-22 projected expenditures.

CAPITAL: Includes a new VFD drive in bench line pump house $18,000; a reclaimed sewer water SCADA $46,000; radios for future metering $150,000; and irrigation upgrades for secondary water grant $1,000,000.

HYRUM CITY CORPORATION
2022-23
IRRIGATION FUND (CONTINUED)

IRRIGATION SHARES: Hyrum City owns the following water shares:

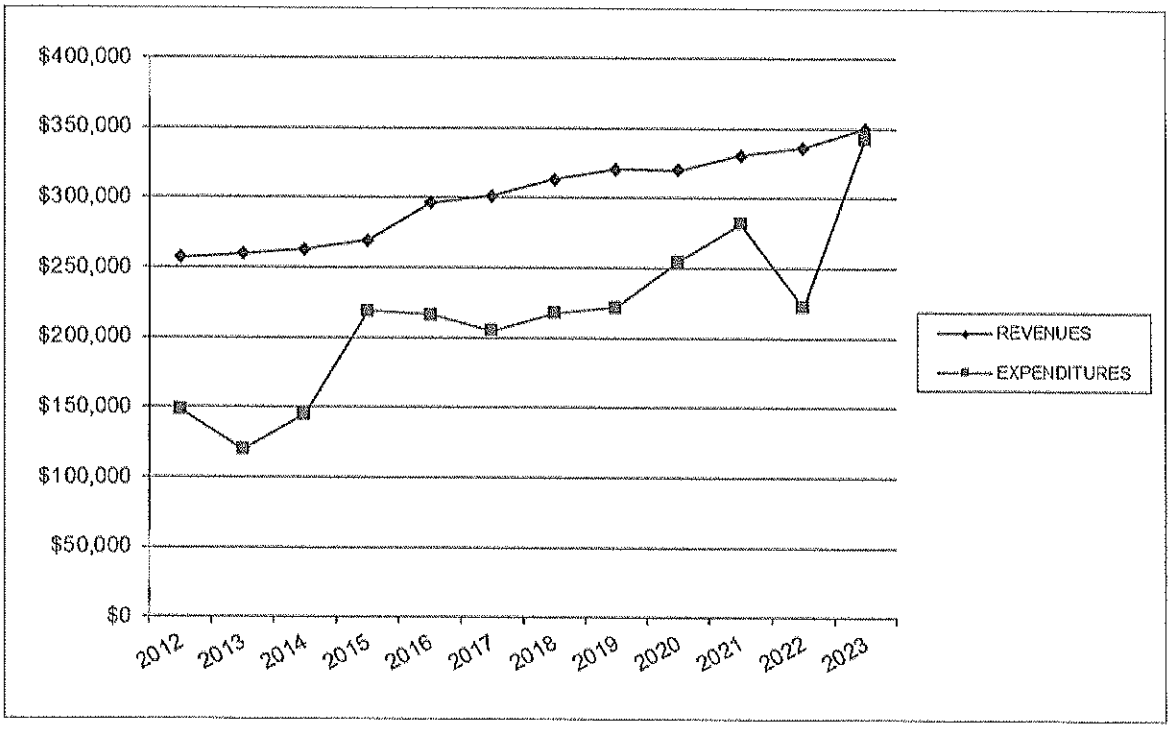
Porcupine Reservoir Company	1,431.00
Hyrum Irrigation Company	982.00
Porcupine Highline Canal Company	735.00
Hyrum Blacksmith Fork Irrigation Company	72.75
Miscellaneous Other	57.00
Total	3,277.75

IRRIGATION EXPENDITURES

CODE 5400	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
110	Employee salaries & wages	38,779	45,536	51,936	48,400	19,707	40,407	87,400	80.58%
115	Overtime	1,887	2,998	2,891	2,000	623	2,529	2,000	0.00%
130	Employee benefits	20,007	24,185	23,814	29,200	10,176	20,858	57,900	98.29%
220	Public Notice				500			500	
240	Office supplies & expense	5,162	7,072	7,643	4,500	1,562	7,849	4,500	0.00%
250	Equipment supplies & maint	400	9,850		10,000		350	10,000	0.00%
255	Distribution system maint	38,882	36,181	70,827	30,000	59,372	22,515	30,000	0.00%
260	Bldg & grnds supplies & maint	375	3,198		1,000		350	1,000	0.00%
270	Utilities	41,621	42,334	42,662	55,000	31,892	45,374	55,000	0.00%
280	Telephone					50		50	
310	Professional services	7,474	8,887	7,705	10,000	6,274	8,374	10,000	0.00%
510	Insurance	3,179	3,320	3,458	3,500	2,951	2,951	3,500	0.00%
540	Irrigation assessments	64,144	71,304	70,616	80,000	15,503	70,638	80,000	0.00%
610	Miscellaneous supplies	27							
710	Land & stock								
740	Equipment			7,210	50,000		50,000		
750	New construction	144,102	637,172	53,088	50,000			1,214,000	2328.00%
	Total Irrigation Expenditures	366,039	892,037	341,850	374,100	148,110	272,195	1,555,850	315.89%
	Budgeted reserves	67,331	(499,573)	60,076	33,850	135,025	266,186	178,032	
	Totals	433,370	392,464	401,926	407,950	283,135	538,381	1,733,882	325.02%

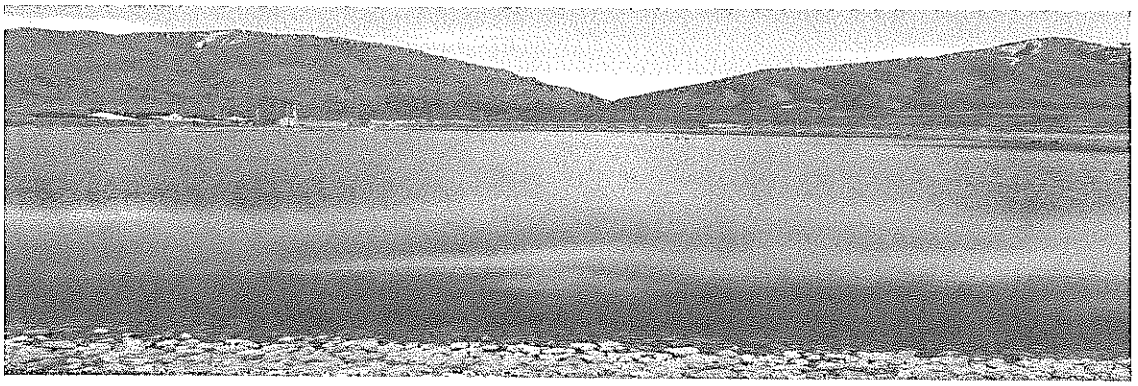
HYRUM CITY CORPORATION
2022-23
IRRIGATION FUND (CONTINUED)

IRRIGATION FUND



This chart depicts the relationship of irrigation billings to operating expenses less capital. In 2015 rates were increased. The spikes in billings is due to pumping being required and additional charges being assessed on customer's bills. Expenditures were down in 2013 and 2014 estimate because of an employee not being charged.

2015 had additional employees charged against the fund. The 2022-23 proposed budget has two additional employees charged 50% to this fund. The employees will be hired to help install secondary water meters. Expenses each year reflect costs associated with maintenance of the pumping system, irrigation lines, increased annual assessment fees and utility costs. Revenues have increased due to growth but with growth comes additional expenditures.



IRRIGATION FUND
INCOME AND BUDGET STATEMENT
2022-23

Description	2019 Actual	2020 Actual	2021 Actual	2022 Budget	2022 Estimate	2023 Proposed Budget	Percent of Change
Operating revenues:							
Monthly user fees	320,381	319,906	330,750	340,000	335,909	350,000	2.94%
Customer service & other							
Total operating revenues	320,381	319,906	330,750	340,000	335,909	350,000	2.94%
Operating expenses:							
Salaries & benefits	60,673	72,719	78,641	79,600	63,794	147,300	85.05%
Accrued benefits	638	3,812	(7,487)				
Material & supplies	47,558	62,454	50,305	71,000	53,923	71,000	0.00%
Distribution system maintenance	38,882	36,181	70,827	30,000	22,515	30,000	0.00%
Professional services	7,474	8,887	7,705	10,000	8,374	10,000	0.00%
Insurance & miscellaneous	3,179	3,320	3,458	3,500	2,951	3,500	0.00%
Irrigation assessments	64,144	71,304	70,616	80,000	70,638	80,000	0.00%
Depreciation	210,094	215,355	218,861	230,000	222,367	230,000	0.00%
Total operating expenses	432,642	474,032	492,926	504,100	444,562	571,800	13.43%
Non-operating revenues (expenses):							
New connection fees		1,588		1,000		1,000	0.00%
Impact fees	29,934	46,052	63,520	59,550	119,100	59,550	0.00%
Interest earnings	24,699	19,870	2,807	2,400	2,324	3,300	37.50%
Miscellaneous	58,356	5,048	4,849	5,000	81,048	5,000	0.00%
Total Non-operating revenues (expenses)	112,989	72,558	71,176	67,950	202,472	68,850	1.32%
Income before operating transfers	728	(81,568)	(91,000)	(96,150)	93,819	(152,950)	59.07%
Operating transfers in (out)							
Contributions, restricted FB							
Net income	728	(81,568)	(91,000)	(96,150)	93,819	(152,950)	59.07%

PRESSURIZED IRRIGATION UTILITY CHARGES

SERVICE RATES:

Monthly user rate based on lot size:

0.00	to	.50 acres	$11.10
0.51	to	1.00 acres	$13.58
1.01	to	1.25 acres	$14.83
1.26	to	2.49 acres	$18.06
2.50	to	3.74 acres	$24.04
3.75	to	4.99 acres	$30.60
5.00	to	9.99 acres	$38.66
10.00	to	14.99 acres	$56.25
15.00	to	19.99 acres	$79.94
20.00 acres and above			$107.96
Mountain Crest High			$540.00

CONNECTION FEES:

Property owner responsible for connection

IMPACT FEES WITH WATER:	
Residential, single family	$794.00
Residential, multi-family per unit	$248.00
Commercial/Industrial, per acre	$675.00

IMPACT FEES WITHOUT WATER:	
Residential, single family	$4,366.00
Residential, multi-family per unit	$1,396.00
Commercial/Industrial per acre	$3,567.00

HYRUM CITY CORPORATION

STORM WATER FUND

HYRUM CITY CORPORATION
2022-23
STORM WATER FUND

Hyrum City's storm water fund has been implemented to comply with Federal and State mandates to provide for water run-off from storms, excess ground water, and other unplanned occurrences.

The Fund was set up in 2005-06 and a budget approved, however storm water fees were not charged on utility bills until May 2006. Record-keeping and reporting requirements increase every time a meeting is held with State representatives. Inspections of new construction will also be the responsibility of City representatives. In 2009-10 a State Storm Water audit was completed. Due to the audit and new regulations; increased funding is required.

During 2021-2022 many efforts were made to inform the public about storm water requirements. Including a storm water fair held each spring. Additionally, a new vac truck was purchased that will help clean out storm drains.

STORMWATER FEES: Residential storm water fees were raised January 2022 to $6.50 per month for each property, it was previously $6.00. Commercial fees add an additional charge based on the amount of impervious surface on each property. An additional connection fee was implemented in 2017 requiring new homes pay $150 for lots that require Storm Water inspections.

STORM WATER REVENUES

CODE 55	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
3740	Storm water inspection fee	14,700	17,850	23,850	15,000	14,250	25,650	15,000	0.00%
3779	Miscellaneous		20,000			30,000	30,000		
3781	Storm water fees	169,949	205,943	245,147	240,000	132,971	276,032	325,000	35.42%
3785	Miscellaneous revenues								
3791	Interest earnings	2,705	5,102	1,877	1,700	943	1,903	2,750	61.76%
	Total Storm Water Revenues	187,354	248,895	270,874	256,700	178,164	333,585	342,750	33.52%

OPERATION AND MAINTENANCE: 2022-23 budgets continue to be at an elevated level due to increased compliance to storm water laws. Three full time employees are charged to this fund; one at (5%); and two at (10%). $30,000 is budgeted for a storm water inspector form JUB and is included on the 310 line.

CAPITAL: 2022-23 includes Rosewood, Glenwood, and Canyon View Drive sumps $ 75,000 and 900 West storm drain $100,000.

HYRUM CITY CORPORATION
2022-23
STORM WATER FUND (CONTINUED)

STORM WATER EXPENDITURES

CODE 5500	DESCRIPTION	2019 ACTUAL	2020 ACTUAL	2022 ACTUAL	2022 BUDGET	2022 6 MONTH TOTAL	2022 EST TOTAL	2023 PROPOSED BUDGET	PERCENT OF CHANGE
110	Employee salaries & wages	11,430	9,882	17,810	16,800	9,285	19,949	18,300	8.93%
115	Overtime		37	184	1,000	141	390	1,000	0.00%
130	Employee benefits	5,300	5,053	8,294	7,900	4,475	8,680	9,500	20.25%
220	Public notices				500			500	0.00%
230	Travel & training	124	888		1,000	674	674	1,000	0.00%
250	Equipment supplies & maint	267	1,591	261	2,500	845	1,921	2,500	0.00%
255	Collection system maint	1,076	637	3,930	15,000	2,219	36,029	15,000	0.00%
280	Telephone					25			
310	Professional services	19,426	24,347	31,147	30,000	15,507	31,208	30,000	0.00%
450	Flood Control	150			3,000			3,000	0.00%
510	Insurance	359	397	413	500	353	353	500	0.00%
710	Land	40,566							
730	Grounds improvements								
740	Equipment				50,000		50,000		
750	New construction	8,853	65,218	83,769	96,000			175,000	82.29%
	Total Storn Water Expenditures	87,551	108,050	145,808	224,200	33,524	149,204	256,300	14.32%
	Budgeted reserves	99,803	140,845	125,066	32,500	144,640	184,381	86,450	
	Totals	187,354	248,895	270,874	256,700	178,164	333,585	342,750	33.52%

STORM WATER FUND
INCOME & BUDGET STATEMENT
2022-23

Description	2019 Actual	2020 Actual	2021 Actual	2022 Budget	2022 Estimate	2023 Proposed Budget	Percent of Change
Operating revenues:							
Storm water fee	169,949	205,943	245,147	240,000	276,032	325,000	35.42%
Customer service & other							
Total operating revenues	169,949	205,943	245,147	240,000	276,032	325,000	35.42%
Operating expenses:							
Salaries & benefits	16,730	14,972	26,288	25,700	29,019	28,800	12.06%
Accrued benefits	648	1,165	1,165				
Material & supplies	541	2,479	261	7,000	2,595	7,000	0.00%
Collection system maintenance	1,076	637	3,930	15,000	36,029	15,000	0.00%
Professional services	19,426	24,347	31,147	30,000	31,208	30,000	0.00%
Insurance & miscellaneous	359	397	413	500	353	500	0.00%
Depreciation	42,628	42,776	45,929	49,000	49,082	53,000	8.16%
Total operating expenses	81,408	86,773	109,133	127,200	148,286	134,300	5.58%
Non-operating revenues (expenses):							
New connection/inspection fees	14,700	17,850	23,850	15,000	25,650	15,000	0.00%
Impact fees							
Interest earnings	2,705	5,102	1,877	1,700	1,903	2,750	61.76%
Interest expense							
Miscellaneous		20,000			30,000		
Total Non-operating revenues (expenses)	17,405	42,952	25,727	16,700	57,553	17,750	6.29%
Income before operating transfers	105,946	162,122	161,741	129,500	185,299	208,450	60.97%
Contributions							
Operating transfers in (out)							
Contributions - restricted FB							
Net income	105,946	162,122	161,741	129,500	185,299	208,450	60.97%

STORM WATER UTILITY CHARGES

SERVICE RATES:

Residential	$6.50 per month
Commercial	$6.50 per month + $1.46 per ERU

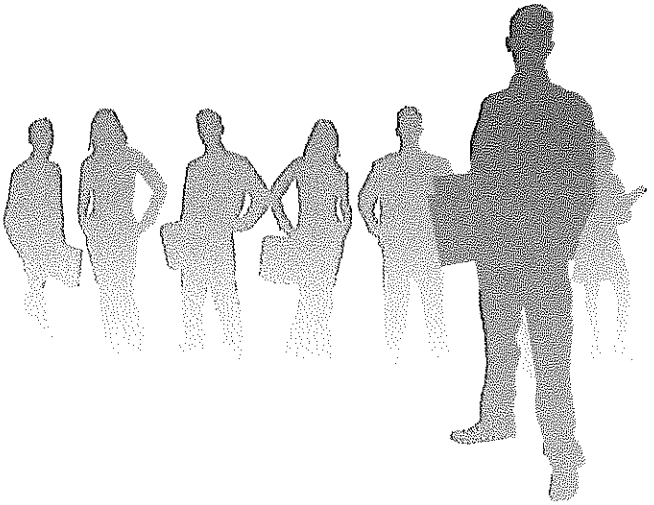
ERU (Equivalent Residential Unit) = 2,700 square feet

INSPECTION FEES:

Lots requiring Storm Water inspection	$150.00

HYRUM CITY CORPORATION

PERSONNEL AND INSURANCE



EMPLOYEE BENEFIT COST SUMMARY
2022-23

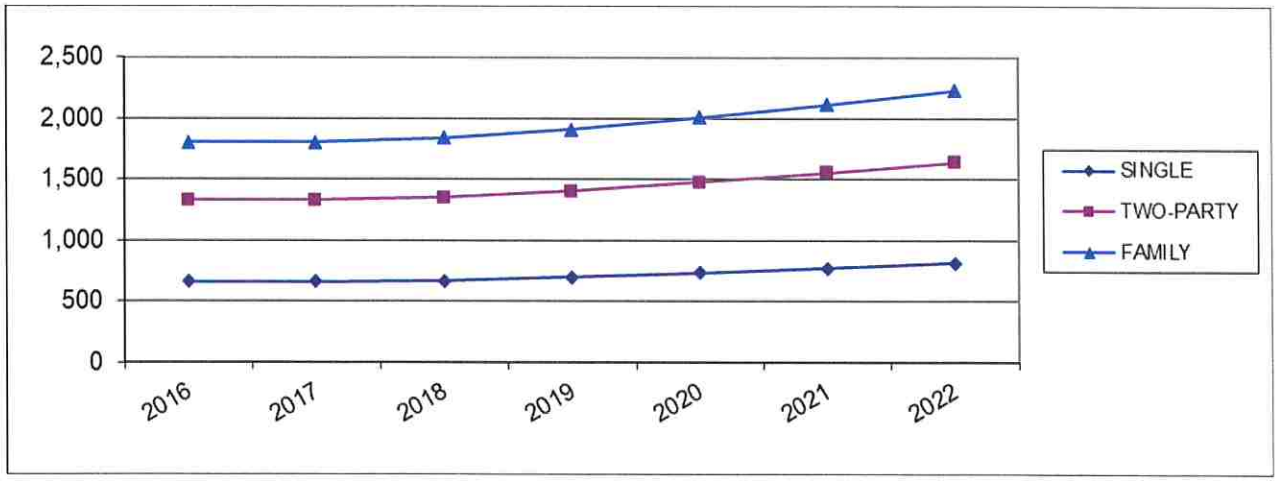
2021-22 (estimate)		2,452,965		2022-23	2,655,581
2021-22 (estimate)				2022-23	
	FICA	187,652		FICA	203,152
	Retirement	364,211		Retirement	394,935
	Health & life insurance	435,839		Health & life insurance	471,840
	Workman's comp	52,218		Workman's comp	56,531
	Disability	12,298		Disability	13,287
	Total benefits (estimate)	1,052,218		Total benefits (estimate)	1,139,745
Total 2021-22 payroll &				Total 2022-23 payroll &	
benefits (estimate)		3,505,183		benefits (estimate)	3,795,326

PERSONNEL: One additional employee is budgeted for 2022-23 in the roads, water and irrigation Funds. Inflation has hit causing COLA to go up.

BENEFITS: Only full-time employees are covered by medical and dental insurance and if they opt out of insurance, the City will contribute seventy five percent of the benefit to a 401-k account at the State Retirement Office.

INSURANCE PREMIUM COMPARISON

This chart tracks the history of monthly health and dental insurance premiums over the last 5 years. This chart displays the increases through the 2022-23 fiscal year. PEHP anticipated 5.8% increase in health rates and a .9% decrease in dental rates in 2022-23 budget year.



HYRUM CITY CORPORATION

FEE SCHEDULES

New Fees/Deposits 2022

	Resident		Non-Resident	
	Rental Fee	Deposit	Rental Fee	Deposit
Civic Center Limit 75	$50/Slot	$200.00	$150/Slot	$400.00
Civic Center 250 Limit	$100/Slot	$200.00	$200/Slot	$400.00
Public MTG, Golden Ann. 250	No Rent	$300 +$25 weekend		
Civic Center Admission Charged	$250/Slot	$500.00	$500/Slot	$700.00
Elite Hall Private Function Limit 75	$50/Slot	$200.00	$150/Slot	$400.00
Elite Hall Limit 500	$800/Slot	$1,500.00	$1200/Slot	$3,000.00
Elite Hall City Sponsored $1/person (USU Swing)	$100.00	$300.00		
Elite Hall City Sponsored $1/person (Ducky Shin Crackers/MC)	$200.00	$300.00		
Canyon Lodge	1/2 Day $50 Full Day $100	$200.00	Half Day $150 Full Day $300	$400.00
** WEEKENDS additional	$25.00		$25.00	
After Hour Key Pickup	$25.00		$25.00	
	PARKS			
	½ Day	Full-day	½ Day	Full-day
AJ Park	$25.00	$50.00	$50.00	$100.00
Black Smith Fork Park	$25.00	$50.00	$50.00	$100.00
City Square	$25.00	$50.00	$50.00	$100.00
Salt Hollow Park	$25.00	$50.00	$50.00	$100.00
	Per Space/Per night		Per Space/Per night	
CCC Camp	$10.00		$20.00	
Canyon Campground	$10.00		$20.00	
Left Hand Campground	$10.00		$20.00	

MAKING SUMMER PLANS?

The following is a list of properties owned by Hyrum City. Reservations can be made at the Hyrum City Offices 435-245-6033.

A.J. Park – Located eight miles east of the mouth of Blacksmith Fork Canyon on the north side of Highway 101. A pavilion with 16 tables that can seat approximately 120 people, fire pit and sand volleyball pit can be reserved. Restrooms are available. Fees are: Residents - $25 Half Day and $50 Full Day Rental Fee. Non Residents - $50 Half Day and $100 Full Day Rental Fee.

Blacksmith Park – The Blacksmith Park property is located at approximately 1300 East 200 South. The concept plan for this park includes 3.25 miles of trails, two playgrounds, over 11.5 acres of turf grass over 330 trees, two pavilions, three restrooms, two baseball field and stand, one acre leash free dog park, amphitheater, tennis court, basketball court, pickleball court, splash pad, sledding hill, volleyball, skate park, and a one-half mile bike lane. Fees are: Residents - $25 Half Day and $50 Full Day Rental Fee. Non Residents - $50 Half Day and $100 Full Day Rental Fee.

Camp Hollow - For many years the Camp Hollow Monument occupied the northwest corner of East Park it was recently restored to its original site at approximately 394 North 600 East. The site is available for residents, as well as scout and youth groups to enjoy and to reflect upon our pioneer heritage.

Canyon Campground – Located eight miles east of the mouth of Blacksmith Fork Canyon on the south side of Hwy 101. There are 14 campground spaces with electrical hook-ups. In the center of the campground there is a pavilion with tables that can accommodate up to 50 people. Restrooms are available. The rental fee per space, per day are: Residents - $10. Non Residents - $20.

Canyon Lodge – Located eight miles east of the mouth of Blacksmith Fork Canyon on the south side of Hwy 101. The lodge has a kitchen, large room with tables, and restroom facilities. The Canyon Lodge is for day-use only and can accommodate approximately 60 people. Reservations are required. The fees per day are: Residents - $50 Half Day and $100 Full Day Rental Fee and Non Residents - $150 Half Day and $300 Whole Day Rental Fee.

Canyon Park – Located eight miles east of the mouth of Blacksmith Fork Canyon on the south side of Hwy 101 between the Canyon Lodge and Canyon Campground. There are eight picnic tables with freestanding

BBQ devices nearby, volleyball court, and playground equipment. No reservations are required. Portable toilets are available.

CCC Camp – Located at the mouth of Blacksmith Fork Canyon, approximately ¼ mile upstream of the retired power plant. This 30 acre natural park has 5 campground spaces that can be reserved. The rental fee per space, per day are: Residents - $10. Non Residents - $20. This site is unimproved and restroom facilities are not available.

City Square Pavilion – Located on the same block as City Hall. There is a pavilion, playground equipment, and sand volleyball pit. The pavilion can be reserved through the City Offices. The pavilion has 14 tables that seat approximately 100 people. Restrooms are available. Pavilion fees are: Residents - $25 Half Day and $50 Full Day Rental Fee. Non Residents - $50 Half Day and $100 Full Day Rental Fee.

East Park – Located on the northwest corner of Main Street and 800 East, it is Hyrum City's largest improved park at 17.5 acres. The rodeo grounds, a lighted baseball and softball diamond, four other baseball/softball diamonds, two lighted tennis courts, concessions stand, and playground equipment are found at East Park. The tennis courts and playground equipment are open to the public but, reservations are required for the rodeo grounds and ball diamonds.

Left Hand Fork Property – Located seven miles east of the mouth of Blacksmith Fork Canyon, the Left Hand Fork is north of the main canyon. There are 17 campground spaces in the campground. The rental fee per space, per day are: Residents - $10. Non Residents - $20. This site is unimproved and restroom facilities are not available.

Pride Park – Located on Glenwood Drive, this half-acre pocket park has playground equipment for all to enjoy.

Salt Hollow Park – This Park is located at 350 West 100 North. It offers a great gathering place for families and groups. It has several fun areas: Splash Pad for summer fun, sledding hill for the winter, bowery, playground, rest rooms, picnic areas, disc (frisbee) golf, water feature and trails throughout the park. Fees are: Residents - $25 Half Day and $50 Full Day Rental Fee. Non Residents - $50 Half Day and $100 Full Day Rental Fee.

Soccer Complex - Located between 100 and 200 South on 800 East. There are six soccer fields with portable bleachers, goals and nets. The fields occupy approximately 6 acres.