CITY COUNCIL MEETING

Thursday, March 02, 2023 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, March 02, 2023. 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. **Alanah Bassett** - To request waiving the Elite Hall rental fees for a dance to raise money for a learning center in Africa.

B. **Annette Francis** - To discuss affordable housing needs in Cache Valley.

C. **Alyna Ohling, CAPSA** - To raise awareness of Sexual Assault Awareness Month in April.

D. **Josh Runhaar, Neighborhood Nonprofit Housing Corp** - To request Final Plat approval for Phase 4 of Mountain View Estates South Subdivision located at approximately 1330 East between 500 and 700 South consisting of 22 single family lots on 7.1 acres.

E. **Blake Leonelli, Waste Management Company** - To update the City Council on the Waste Management Company garbage and recycling contract with the Cache County and Municipalities of Cache County.

10. INTRODUCTION AND APPROVAL OF RESOLUTIONS AND ORDINANCES

A. **Resolution 23-05** - A resolution amending the Personnel Policies and Procedures Manual for Hyrum City Corporation to amend response time and compensation for emergency call back pay and scheduled call back pay, and further defining emergency and scheduled overtime.

B. **Resolution 23-06** - A resolution authorizing an interlocal agreement between Cache County and Hyrum City for the Administration of 2023 Municipal Elections.

C. **Resolution 23-07** - A resolution setting cemetery lot fees, grave opening and closing fees, Saturday burial fees, headstone moving fees, and oversized fault fees.

11. OTHER BUSINESS

A. To discuss contracting with Cache County for two fulltime firemen at the Hyrum Fire Dept.

B. Consideration and approval of amendments to the Youth Council Charter.

C. Mayor and City Council Reports.

12. ADJOURNMENT

_____

Stephanie Fricke
City Recorder

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

CERTIFICATE OF POSTING - The undersigned, duly appointed and acting City Recorder of Hyrum City, Utah, does hereby certify that a copy of the foregoing Notice was emailed to The Herald Journal, Logan, Utah, posted on the Utah Public Notice Website and Hyrum City's Website, provided to each member of the governing body, and posted at the City Offices, 60 West Main, Hyrum, Utah, this **24th day of February, 2023**. Stephanie Fricke, MMC, City Recorder.

ELITE HALL DEPOSIT AND FEE SCHEDULE

Approved 01-03-2019 Res 19-02

$1,000.00 FINE FOR RESERVING BUILDING FOR INCORRECT USE OR A USE NOT ALLOWED

Rental Times Half Day: 7:30 AM-3:00 PM or 4:00 PM- Midnight Whole Day: 7:30 AM- Midnight

HOURLY FUNCTION – PRIVATE PARTY OR DANCE CLASS (NO SPORTS) MONDAY THROUGH THURSDAY – LIMITED TO 25 PARTICIPANTS	
☐ RESIDENT:	☐ NON – RESIDENT (photocopy of credit card):
☐ Rental Fee Per Hour $15.00	☐ Rental Fee $25.00
☐ Deposit $100.00	☐ Deposit $150.00
TOTAL RENT $_____ Date Paid_____	TOTAL DEPOSIT $_____ Date Paid_____

PRIVATE FUNCTION – NO DANCE – LIMITED TO 75 PARTICIPANTS	
☐ RESIDENT:	☐ NON – RESIDENT (photocopy of credit card):
☐ Rental Fee ☐Whole $100 ☐Half $50.00	☐ Rental Fee ☐Whole $300 ☐Half $150.00
☐ Weekend Inspection Fee (Fri, Sat & Sun) $25.00	☐ Weekend Inspection Fee (Fri, Sat & Sun) $25.00
☐ Deposit $200.00	☐ Deposit $400.00
TOTAL RENT $_____ Date Paid_____	TOTAL DEPOSIT $_____ Date Paid_____

ALL PRIVATE OR COMMERCIAL FUNCTIONS – WITH OR WITHOUT DANCE – MORE THAN 75 PARTICIPANTS LIMITED TO 500	
☐ RESIDENT:	☐ NON – RESIDENT (photocopy of credit card):
☐ Rental Fee ☐Whole $1600 ☐Half $800.00	☐Rental Fee ☐Whole $2400 ☐Half $1200.00
☐ Weekend Inspection Fee (Fri, Sat & Sun) $25.00	☐ Weekend Inspection Fee (Fri, Sat & Sun) $25.00
☐ Deposit $1500.00	☐ Deposit $3000.00
TOTAL RENT $_____ Date Paid_____	TOTAL DEPOSIT $_____ Date Paid_____

CITY SPONSORED – LIMITED TO 500 PARTICIPANTS - Ducky Shin Crackers & Mtn Crest	
☐ RECEIVED COUNCIL APPROVAL DATE:	
☐ Rental Fee $200.00 plus $1.00 per attendee	
☐ Weekend Inspection Fee (Fri, Sat & Sun) $25.00	
☐ Deposit $300.00	
TOTAL RENT $_____ Date Paid_____	TOTAL DEPOSIT $_____ Date Paid_____

CITY SPONSORED – LIMITED TO 500 PARTICIPANTS - USU Swing Club	
☐ RECEIVED COUNCIL APPROVAL DATE:	
☐ Rental Fee $100.00 plus $1.00 per attendee	
☐ Weekend Inspection Fee (Fri, Sat & Sun) $25.00	
☐ Deposit $300.00	
TOTAL RENT $_____ Date Paid_____	TOTAL DEPOSIT $_____ Date Paid_____

Cancellations must be made two weeks prior to scheduled reservation date to receive a refund. No refunds for cancelled reservations or exchange of dates will be allowed during the months of November and December.

MOUNTAIN VIEW ESTATES SOUTH

FINAL PLAT – PHASE 4

CITY COUNCIL MEETING

MARCH 2, 2023

Summary: Josh Runhaar of Neighborhood Nonprofit Housing Corporation is seeking final plat approval for Phase 4 of the Mountain View Estates South Subdivision. This phase consists of 22 single-family lots on 7.1 acres.

ZONING: R-2 Residential (minimum area 9,900 sq. ft., frontage 82.5 ft.)

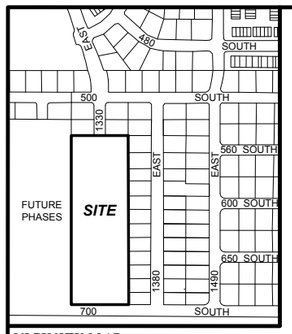
UTILITIES:

Power:	Developer to provide
Culinary:	Developer to provide
Sewer:	Developer to provide
Irrigation:	Developer to provide

NOTES:

1. TIE CENTERLINE TO NEXT INTERSECTION DIST&BEARING
2. PLEASE CHECK, DELTAS SHOULD BE 90°0'33"AND 89°59'27" BASED ON THE BEARINGS
3. INCLUDE "EXECUTIVE DIRECTOR" IN SIGNATURE AREA TO MATCH ACKNOWLEDGMENT
4. INCLUDE NOTATIONS OF ADJACENT SURVEYS AND OWNERS
5. SHOW ZONING OF DEVELOPMENT AND ADJACENT AREAS. SHOW BOUNDARY OF COUNTY/CITY
6. DISTANCE FROM EAST QUARTER CORNER IS DIFFERENT THAN RECORD. SHOW RECORD IF MEASURED DIFFERENTLY AND INCLUDE REFERENCE TO SURVEY/PLAT REFERENCED
7. INCLUDE NOTE FOR MONUMENTATION FOR THE INDIVIDUAL LOTS. REBAR WITH T-POST AND NAIL/RAMSET IN CURB ALONG PROLONGATION.
8. SHOW PROJECT SUMMARY AS REQUIRED IN HCC 16.16.030 (B.25)

Electrical component delays are estimated to be 2.5 years. If this development needs any upgrades to the existing services, coordination with the Hyrum City Power Department should be started immediately.



VICINITY MAP
NTS

LEGEND

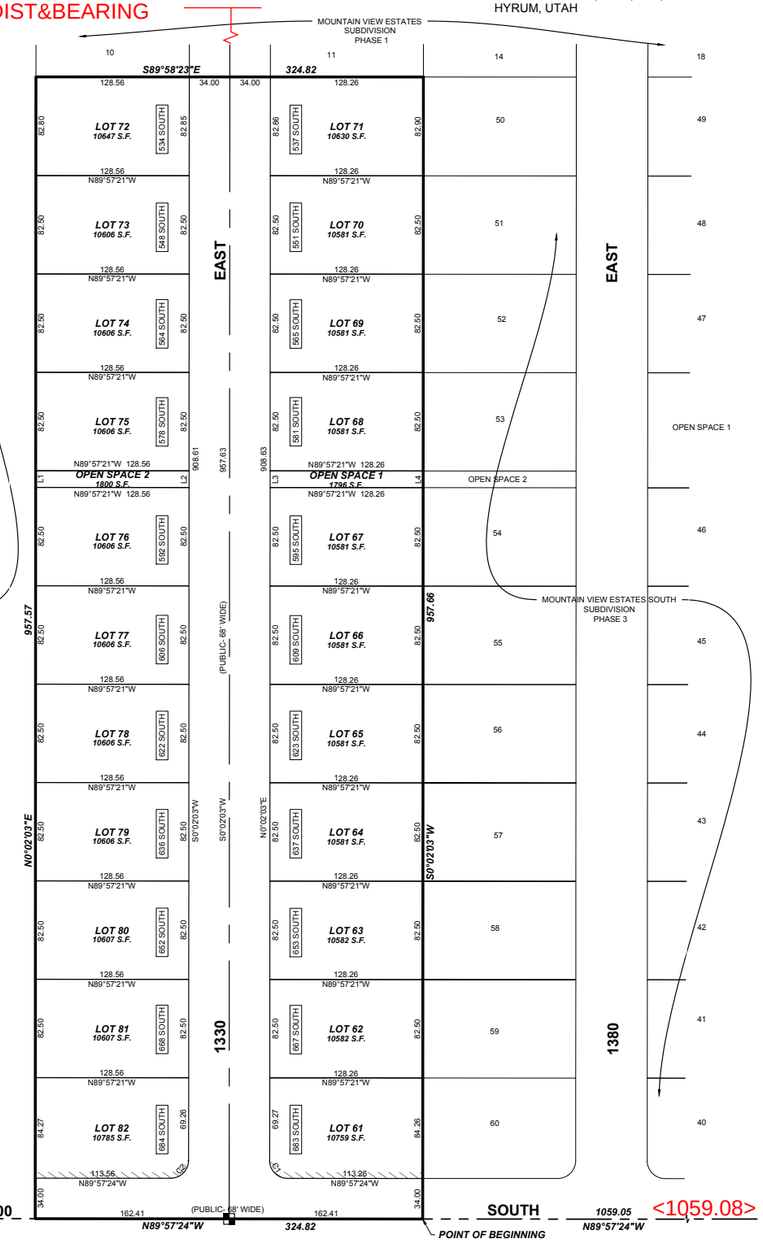
- XXX — LOT ADDRESSES
- SECTION MONUMENT
- CENTERLINE MONUMENT (TO BE SET)
- NO VEHICULAR ACCESS (SEE NOTE #8)

<XX> RECORD DATA PER MOUNTAIN VIEW ESTATES SOUTH, PHASE 3, BOOK 2022 AT PAGE 3675, O.R. CACHE COUNTY

FINAL PLAT
OF
MOUNTAIN VIEW ESTATES SOUTH SUBDIVISION PHASE 4

LOCATED IN THE NE1/4 OF SECTION 10, T10N, R1E, SLB&M
HYRUM, UTAH

TIE CENTERLINE TO NEXT INTERSECTION DIST&BEARING



CACHE COUNTY (WITH ZONING)

INCLUDE NOTATIONS OF ADJACENT SURVEYS AND OWNERS

NEED A SUMMARY OF PROJECT

PROJECT ACRES
TOTAL ACRES IN LOTS
NUMBER OF UNITS
ACREAGE OF OPEN SPACE
ACREAGE OF ROADS
LINE MILES OF ROADS

N

0 60' 120'

NOTES:

1. EXTENSIONS FOR SANITARY SEWER SYSTEMS, GAS SERVICE, ELECTRICAL SERVICE, GRADING AND LANDSCAPING, STORM DRAIN SYSTEMS, CURBS AND GUTTERS, FIRE HYDRANTS, PAVEMENT, SIDEWALKS, STREET LIGHTING AND SIGNING, AND OTHER IMPROVEMENTS SHALL BE FINANCED BY SUBDIVIDER.
2. ALTHOUGH THE SETBACK LINES SHOWN HEREON REFLECT CURRENT CITY REQUIREMENTS AS OF THE DATE OF THIS PLAT, FUTURE BUILDINGS SHALL BE SUBJECT TO THE SETBACK REQUIREMENTS IN EFFECT WHEN ANY BUILDING PERMITS ARE ISSUED. THE CURRENT SETBACKS, GRAPHICALLY SHOWN HEREON ARE AS FOLLOWS:
   - FRONT 25'
   - REAR 30'
   - SIDE 8' & 10' (SEE DETAIL)
   - 25' (IF SIDEYARD FRONTS A STREET)
3. THIS AREA IS SUBJECT TO THE NORMAL EVERYDAY SOUNDS, ODORS, SIGHTS, EQUIPMENT, FACILITIES, AND ALL OTHER ASPECTS ASSOCIATED WITH AN AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INHERENT WITH LIVESTOCK.
4. THE DEVELOPER WILL PLANT TWO (2) TREES HAVING A MINIMUM DIAMETER OF ONE AND ONE HALF (1 1/2) INCHES FOR EACH APPROVED SUBDIVISION LOT. FOUR (4) TREES SHALL BE PLANTED ON CORNER LOTS.
5. ALL STORM WATER SWALES SHALL REMAIN IN PLACE AFTER CONSTRUCTION. LOT OWNERS MAY NOT FILL IN OR MODIFY SWALE CONSTRUCTION.
6. SECTIONAL DATA AND OTHER SURVEY INFORMATION DISCLOSED ON THIS PLAT IS REFERENCED FROM A SURVEY PREPARED FOR GREGORY NIELSEN BY A.A.HUDSON AND ASSOCIATES AND FILED IN THE OFFICE OF THE CACHE COUNTY SURVEYOR UNDER SURVEY No. 2015-055.
7. OPEN SPACE PARCELS 1 & 2 ARE NON-BUILDABLE PARCELS AND ARE HEREBY DEDICATED TO, AND SHALL BE MAINTAINED BY HYRUM CITY.
8. AS A CONDITION OF THE DEDICATION OF 700 SOUTH, THE OWNER(S) OF LOTS 61 & 82 ABUTTING THIS HIGHWAY WILL HAVE NO VEHICULAR RIGHT OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.
9. REBAR WITH CAP MARKED ### TO BE PLACED WITH T-POST AT ALL REAR LOT CORNERS. RAMSET NAIL TO BE PLACED AT PROLONGATION OF PROPERTY LINE IN THE TOP OF CURB.

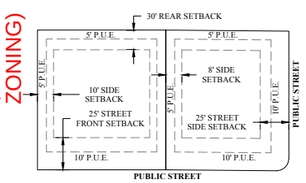
CURVE TABLE

CURVE #	RADIUS	DELTA	ARC LENGTH	CHORD
C1	15.00	89°59'25"	23.56	S44°57'40"E 21.21
C2	15.00	90°00'32"	23.56	S45°02'20"W 21.21

PLEASE CHECK, DELTAS SHOULD BE 90°0'33" AND 89°59'27" BASED ON THE BEARINGS

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N0°02'03"E	14.00
L2	S0°02'03"W	14.00
L3	N0°02'03"E	14.00
L4	S0°02'03"W	14.00



PUE & SETBACK DETAIL
(TYPICAL SEE NOTE #2)
NTS

SURVEYOR'S CERTIFICATE

I, CURTIS BOWN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 12606452-2201 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S) THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF SAID CODE, AND HAVE ALSO SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE CORRECTLY SURVEYED, STAKED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

CURTIS BOWN DATE
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 12606452-2201

BOUNDARY DESCRIPTION

A portion of the NE1/4 of Section 10, Township 10 North, Range 1 East, Salt Lake Base & Meridian, located in Hyrum, Utah, more particularly described as follows:

Beginning at a point located N89°57'24"W along the 1/4 Section line 1059.05 feet from the East 1/4 Corner of Section 10, T10N, R1E, S.L.B.& M. (Basis of Bearing: N0°24'20"W along the Section line between said East 1/4 Corner and the Northeast Corner of said Section 10); thence N89°57'24"W along the 1/4 Section line 324.82 feet; thence N0°02'03"E 957.57 feet to the southwest corner of Lot 10, Phase 1, MOUNTAIN VIEW ESTATES Subdivision, according to the Official Plat thereof on file of the Office of the Cache County Recorder; thence S89°58'23"E along said Plat 324.82 feet to the northwest corner of Lot 50, Phase 3, MOUNTAIN VIEW ESTATES SOUTH Subdivision, according to the Official Plat thereof on file of the Office of the Cache County Recorder; thence S0°02'03"W along said Plat 957.66 feet to the point of beginning.

Contains: 7.14 +/- acres

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED ARE THE OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS, PARCELS AND STREETS, TOGETHER WITH EASEMENTS AS SET FORTH TO BE HEREAFTER KNOW AS:

MOUNTAIN VIEW ESTATES SOUTH SUBDIVISION PHASE 4

AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL STREETS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY ANY OTHER EASEMENTS AS SHOWN ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF _____, 20___.

_____(SIGNATURE)

BY: _____(PRINTED NAME)

ITS: EXECUTIVE DIRECTOR

CORPORATE ACKNOWLEDGMENT

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

MY COMMISSION EXPIRES:_____ _____
NOTARY PUBLIC
COMMISSIONED IN UTAH
RESIDING IN _____COUNTY

MY COMMISSION No._____ _____
PRINTED FULL NAME OF NOTARY

CITY COUNCIL APPROVAL

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

HYRUM CITY MAYOR DATE

HYRUM CITY RECORDER DATE

ATTORNEY APPROVAL

APPROVED AS TO FORM THIS____DAY OF_____, 20__.

CITY ATTORNEY DATE

FINAL PLAT
OF
MOUNTAIN VIEW ESTATES SOUTH SUBDIVISION PHASE 4

LOCATED IN THE NE1/4 OF SECTION 10, T10N, R1E, SLB&M
HYRUM, UTAH

RECORDED #_____
STATE OF UTAH, COUNTY OF CACHE, RECORDED AND FILED AT THE REQUEST OF:

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

$_____ _____
FEE CACHE COUNTY RECORDER

CULINARY WATER AND SANITARY SEWER

APPROVED THIS_____DAY OF_____, 20__, BY HYRUM CULINARY WATER AUTHORITY AND SANITARY SEWER AUTHORITY

CULINARY WATER AUTHORITY SANITARY SEWER AUTHORITY

PLANNING COMMISSION APPROVAL

PRESENTED TO THE HYRUM CITY PLANNING COMMISSION THIS_____DAY OF_____, 20__, AT WHICH TIME THIS SUBDIVISION WAS RECOMMENDED TO THE CITY COUNCIL FOR APPROVAL.

PLANNING COMMISSION CHAIR DATE

ENGINEER'S APPROVAL

I CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE AND THE CITY ORDINANCE.

CITY ENGINEER DATE

COUNTY SURVEYOR'S APPROVAL

I CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE AND FURTHER CERTIFY THAT IT MEETS THE MINIMUM STANDARDS FOR PLATS REQUIRED BY COUNTY ORDINANCE AND STATE LAW.

COUNTY SURVEYOR DATE

UTILITY COMPANIES

THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN REVIEWED AND ARE APPROVED.

DOMINION ENERGY* _____ DATE _____ HYRUM POWER _____ DATE _____

COMCAST CABLE _____ DATE _____ CENTURYLINK COMMUNICATIONS _____ DATE _____

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

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

RESOLUTION 23-05

A RESOLUTION AMENDING THE PERSONNEL POLICIES AND PROCEDURE MANUAL FOR HYRUM CITY CORPORATION TO AMEND RESPONSE TIME AND COMPENSATION FOR EMERGENCY CALL BACK PAY AND SCHEDULED CALL BACK PAY, AND FURTHER DEFINING EMERGENCY AND SCHEDULED OVERTIME.

WHEREAS, on March 19, 1998, the Hyrum City Council adopted a personnel policy manual known as "Personnel Policies and Procedures Manual for Hyrum City Corporation"; and

WHEREAS, said manual sets forth those policies pertaining to personnel conduct, conditions of employment, employment classification, work week, benefits, payroll, and related matters; and

WHEREAS, Section XII of the manual establishes employment classifications and compensation; and

WHEREAS, on September 1, 2022 the Hyrum City Council approved Resolutions 22-15 amending the Personnel Policies and Procedures Manual to allow an employee to reside within 15 miles of Hyrum City rather than 10 miles; and

WHEREAS, upon further review of the manual it was determined a conflict was created with allowing an employee to reside within 15 miles because current policy requires an employee to be within a 15 minute driving distance of Hyrum City when On-Call; and

WHEREAS, there is a need to clarify the definition of scheduled overtime to include that scheduled overtime is any time worked outside of regular work hours with a 24 hour notice; and

WHEREAS, there is also a need to clarify the definition of Emergency Overtime to include the Emergencies as defined in Section XII 9.A.1 Emergencies; and

WHEREAS, when an employee is On-Call and is called back the manual allows employee to be compensated at one and one-half times their regular rate of pay regardless of number of regular hours worked;

WHEREAS, an employee On—Call that receives an emergency call-out is entitled to compensation at a minimum of one hour at one and one-half times their regular rate of pay from the time the employee arrives at a City facility, however, since it is an emergency call-out and not a scheduled call-out the Mayor is requesting the policy

be changed for the employee to be compensated at one and one-half time their regular rate of pay from the time they were notified until employee leaves job site (employee is not paid for drive time after leaving job site.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Hyrum, Cache County, Utah, that Section XII.6, 9 and 10 Employment Classifications/Compensation of the "Personnel Policies and Procedures Manual for Hyrum City Corporation" is hereby amended to read as follows:

1. Section XII.6. ATTENDANCE of the Hyrum City Personnel Policies and Procedures Manual is hereby amended as follows:

6. ATTENDANCE. Employees shall be in attendance at their work stations during normal working hours. Employees who are going to be late, have ~~has~~ an emergency, or are ~~is~~ ill he/she should notify a Supervisor (immediate Supervisor preferred) as soon as possible on each day of absence, but no later than 1 hour before their shift starts. An employee must report for work unless he/she is utilizing sick or vacation leave or is entitled to leave under federal or state code.

2. Section XII.9. OVERTIME PAY of the Hyrum City Personnel Policies and Procedures Manual is hereby amended as follows:

9. OVERTIME PAY.

A. Definitions:

(1) Emergencies: Plowing snow, sanding, or other road hazards occurring outside of normal work hours. Interruptions of utility services outside of normal work hours, including electrical power failure, sewer backup, culinary or irrigation water failures, or other situations demanding immediate attention as determined by the Mayor or his/her designee.

(2) Overtime rate: One and one-half (1 1/2) times the regular straight-time pay for eligible hours worked.

(3) Emergency overtime: All non-scheduled hours worked beyond work hours identified herein under XII.5 as determined by the Mayor or his/her designee in response to designated emergencies as defined in Section XII.9.A.(1) and other situations identified by the Mayor or his/her

designee as emergencies.

(4) Scheduled overtime: All hours worked in excess of 40 hours per work week including when an employee is required by the Mayor or his/her designee to work outside of normal work hours and/or if employee responds to scheduled overtime when On-Call. Scheduled overtime is not considered emergency overtime. When possible employee should receive a minimum of an 8 hour notice for scheduled overtime. ~~except those hours wherein employee is summoned by the Mayor or his/her designee to respond to emergency situations~~. All scheduled overtime must be approved by the Mayor or his/her designee.

(5) Compensatory time (comp-time): Time off during normal working hours in lieu of pay for hours accumulated under emergency or scheduled overtime.

B. Overtime shall be allowed for all hours worked in response to defined emergencies regardless of the number of hours worked during the work week.

C. Overtime shall be allowed for all scheduled hours worked in excess of 40 hours per work week, which work week is defined under XII.4.

D. Holidays and vacation hours count towards 40 hour work week.

E. Comp-time and sick leave do not count toward 40 hour work week.

3. Section XII.10. ON-CALL PAY of the Hyrum City Personnel Policies and Procedures Manual is hereby amended as follows:

10. ON-CALL PAY.

A. Hyrum City recognizes the need to respond to unforeseen, unplanned, or emergency situations. As such, the City has established an On-Call program. On-Call constitutes a program whereby qualified employees are available by telephone, pager, radio, etc. for the opportunity to return to work after hours. Each Department Supervisor will address its department's need for On-Call service with regard to emergency or unforeseen demand for services.

(1) After hours is defined as the time between the employees normal work days and times.

(2) On-Call coverage will be on a weekly rotation from Tuesday evening through Tuesday morning,

with a rotation schedule determined by the Department Supervisor. All employees in each department will be on the rotation schedule to allow for a fair balance of On-Call duties.

(a.) Trading of On-Call shifts is allowed, with approval from Department Supervisor

(3) All employees On-Call must respond by answering the call or calling back the number within five (5) minutes of the initial notification. Employee must leave to respond within 10 minutes of the initial notification. ~~and be within~~ Employee must be within a fifteen (15) mile ~~minute~~ driving distance of Hyrum City. Failure of On-Call employee responding within the above times will result in disciplinary action.

B. Compensation.

(1) Employees On-Call are compensated at the rate of $1.50 per hour during the On-Call shift.

(2) Employees On-Call during a holiday or holiday weekend (holiday falls on Friday, Saturday, Sunday, or Monday) are compensated at the rate of $2.00 per hour during the On-Call shift.

(3) When an On-Call employee is called back for an emergency or scheduled overtime, they are compensated for a minimum of one (1) hour at one and one-half (1½) times their regular rate of pay.

(4) Once the employee is called back, the $1.50 On-Call compensation ends for the duration of call-back. *(Res. 14-15)*

(5) Employees responding to an emergency as defined in Section XII.9.A.(1) and (3) will be paid one and one-half (1 ½) times their regular rate of pay from the time they are notified of the emergency until employee leaves job site/shop. Employee is not paid for drive time after leaving job site/shop.

(6) Employees working scheduled overtime including when employee is working On-Call Scheduled Overtime as defined in Section XII.9.A.(1) will be paid one and one-half (1 ½) times their regular rate of pay from the time they arrive at the job site/shop until employee leaves job site/shop.

THIS RESOLUTION shall become effective upon adoption.

ADOPTED AND PASSED by the Hyrum City Council this 2nd day of March, 2023.

HYRUM CITY CORP.

BY:_____
Stephanie Miller
Mayor

ATTEST:

_____
Stephanie Fricke
City Recorder

RESOLUTION 23-06

INTERLOCAL AGREEMENT BETWEEN CACHE COUNTY AND HYRUM CITY FOR THE ADMINISTRATION OF 2023 MUNICIPAL ELECTIONS

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

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

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

WHEREAS, the Parties desire to successfully conduct the 2023 CITY Municipal Primary (August 10) and General (November 2) Elections (collectively the "2023 CITY Municipal Elections"); and

WHEREAS, it is to the mutual benefit of the Parties to enter into an agreement providing for their joint efforts to administer the 2023 CITY Municipal Elections.

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

Section 1. EFFECTIVE DATE

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

Section 2. DURATION

The term of this Agreement is from the effective date until the completion of the Parties' responsibilities associated with the 2023 CITY Municipal Elections or until terminated but is no longer than 1 year from the effective date of this Agreement. This Agreement will not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Cache County Attorney and the attorney for CITY. Prior to becoming effective, this Agreement must be filed with the person who keeps the records of each of the respective Parties.

Section 3. ADMINISTRATION OF AGREEMENT

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

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

Section 4. PURPOSES

This Agreement is entered into between the Parties for the purpose of administering the 2023 CITY Municipal Elections. This Agreement contemplates basic, traditional primary and general elections (including rank choice voting when applicable). All other election-related services, including but not limited to services for special elections or elections for subsequent years, will need to be agreed to in a separate writing signed by the Parties.

Section 5. RESPONSIBILITIES

The Parties agree to fulfill their respective responsibilities set forth in Exhibit A, which is attached hereto and incorporated herein, for the 2023 CITY Municipal Elections. The CITY agrees to pay to the COUNTY the cost of the COUNTY's administration of the 2023 CITY Municipal Elections. A table itemizing various election costs and an estimate of the total anticipated cost for the CITY is contained in Exhibit B, which is attached hereto. The CITY agrees to pay to the COUNTY the actual cost of administering the 2023 CITY Municipal Elections within 30 days of receiving an invoice from the COUNTY.

Section 6. METHOD OF TERMINATION

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

Section 7. INDEMNIFICATION

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

Section 8. AMENDMENTS

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

Section 9. SEVERABILITY

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

Section 10. NO PRESUMPTION

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

Section 11. HEADINGS

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

Section 12. NOTICES

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

Section 13. ASSIGNMENT

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

Section 14. GOVERNING LAW

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

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

CACHE COUNTY

Authorized by Resolution 2023 -___, passed on the ___ day of _____ 2023.

_____
David N. Zook, County Executive

_____
ATTEST: Jess W. Bradfield
Cache County Clerk/Auditor

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

_____
Taylor Sorenen
Chief Civil Deputy County Attorney

CITY

Authorized by Resolution 23-06, passed on the ___ day of _____ 2023.

_____
Stephanie Miller
Mayor

ATTEST:

_____
Stephanie Fricke
CITY Recorder

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

Dear City Recorder,

Our office has prepared an estimate for the 2023 municipal elections. I have attached a scope of work, election estimate cost, and important dates related to the elections this year.

The clerk's office will have an early voting location and a vote center on Election Day.

At this time, we are unable to facilitate any additional vote centers throughout the county on Election Day. Voters who need a ballot can visit the early voting center or the vote center on Election Day. All registered voters will receive a ballot in the mail and our office can mail voters replacement ballots as necessary.

The necessity of a vote center on Election Day is primarily for provisional voters who need to update their voter registration or register to vote on Election Day. Voters who choose to go to the vote center to pick up an additional ballot instead of returning the ballot that was mailed to them will increase the cost of ballot printing and administration. We will work with each city to educate the voters on vote-by-mail to reduce unnecessary costs. Utah has led the nation in vote-by-mail and it is not expected that the vote-by-mail requirement in 20A-3a-202 will be repealed for future election years.

Please coordinate with your City Council and let us know if you would like to move forward with an interlocal agreement with Cache County. If you have any questions about the upcoming election, please contact Cache County Election Coordinator Dustin Hansen at dustin.hansen@cachecounty.org or Chief Deputy Bryson Behm at bryson.behm@cachecounty.org directly.

Thank you,

Exhibit A
2023 Municipal Elections
Scope of Work for Election Services

Revised 13 February 2023

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

- All administrative functions related to candidate filing;
- All administrative functions related to financial disclosure requirements by state code and/or city code;
- Publish Public Notices required by law.;
- Accept responsibility to keep candidates and the public up to date and informed on all legal requirements governing candidates and campaigns;
- Thoroughly examine and proof all election programming done for the City Municipal Elections. Final approval of ballots and programming will rest with the City;
- Host on the official City website: a link to or copy of the official reported results as hosted on the County Elections webpage, the location of the county-owned ballot drop boxes, and any other information as required by law;
- City will not change the format or otherwise alter the official reported results, only displaying them in the form and format as provided by the County;
- City will canvas the final election results.
- City's with a drop box will bring the remaining ballots to the vote processing center after the polls have closed on election day

Annexations or other boundary changes impacting the administration of the election need to be submitted to the County by June 1, 2023. Annexation changes submitted after June 1, 2023 will not be incorporated into this election.

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

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

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

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

- Ballot layout and design;
- Ballot printing;
- Ballot mailings;
- Return postage;
- Ballot processing;
- Printing optical scan ballots;
- Program and test voting equipment;
- Program electronic voter register;
- Poll Worker recruitment, training, and supervision;
- Compensate vote center poll workers;
- Delivery of supplies and equipment;
- Tabulate and report election results on county website;
- Provisional ballot verification;
- Update voter history database;
- Conduct audits (as required);
- Conduct recounts (as required);
- Election Day administrative support;
- Operation of county wide vote center;
- Provide final canvass report of Official Election Results. The City is responsible to canvass their municipal election on the date designated by the County. Such results will constitute the final Official Results of the Election;
- Election security;
- Ballot drop box services - maintain, lock and unlock, and collect ballots.

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

In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.

The City acknowledges that the Interlocal Agreement, which will be provided at a later date, relates to a municipal ballot and election and as required by state statute, the City Clerk/Recorder is the Election Officer.

2023 Municipal Elections
Cost Breakdown Table and Election Cost Estimate for Hyrum City.

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

Fixed Costs For Each Ballot	
11-14” Ballot	$0.31
Outgoing Envelope	$0.29
Reply Envelope	$0.19
Database Export	$0.04
Postage Outgoing	$0.57
Drill hole	$0.21
Insertion of Voter Packet	$0.30
Fixed Costs For Each Returned Ballot	
Election Supplies	$0.03
Poll Worker / Staff Wages	$0.11
Signature Verification	$0.25
Variable Costs	
Postage Incoming Per piece mailed to clerk without postage affixed	$0.57
Postage Undeliverable	$0.57

This following projected cost estimate assumes a 100% voter turnout for your city. The final invoice amount will be based on actual costs.

Election	Registered Voters	Cost
Primary	5621	$12,928
General	5621	$12,928

Estimated Cost as of 26 January 2023	$25,856
Average cost per voter	$2.30

RESOLUTION 23-07

A RESOLUTION SETTING CEMETERY LOT FEES, GRAVE OPENING AND CLOSING FEES, SATURDAY BURIAL FEES, HEADSTONE MOVING FEES, AND OVERSIZED FAULT FEES.

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, Chapter 12.20 of the Hyrum City Municipal Code sets for those regulations pertaining to the Hyrum City Cemetery regarding burials, purchasing of lots and privileges, markers and monuments, decoration of graves, and access and conduct in the Cemetery; and

WHEREAS, Section 12.20.270 of the Hyrum City Municipal Code allows the City Council to adjust burial fees by resolution; and

WHEREAS, the Hyrum City Council has not increased cemetery fees since April 2018; and

WHEREAS, over the past five years the cost of living has increased over 20% which has increased the cost of labor, and equipment; and

WHEREAS, the Mayor and City Staff has reviewed the Hyrum City Cemetery Fees and is recommending the fees be increased to reflect the increased cost of burials and lot maintenance at the Hyrum City Cemetery.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Hyrum City, Cache County, state of Utah, as follow:

CEMETERY:	**RESIDENT FEE:**		**NON-RESIDENT FEE:**	
1. Cemetery Plot	$300.00	400.00	$700.00	800.00
2. Opening/Closing-Weekday	$350.00	450.00	$550.00	900.00
A. After 3:30 additional	$200.00	300.00	$200.00	400.00
B. Oversized Vault		900.00		1,800.00
3. Opening/Closing-Saturday	$550.00	650.00	$850.00	1,300.00
A. After 3:30 additional	$200.00	300.00	$200.00	300.00
B. Oversized Vault		1,150.00		$2,600.00
4. Cremations/Infant burial	$200.00	300.00	$400.00	600.00
5. Exhumations	$1000	1,200.00	$1,000.00	1,200.00
6. Headstone Moving (Each Burial)				
Single/Standard Double	$150.00		150.00	$300.00
Larger than 60” or Taller than 30”	*Monument Company Charge plus 25%*			

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

ADOPTED AND PASSED by the City Council this 19th day of April, 2018.

HYRUM CITY

_____
Stephanie Miller
Mayor

ATTEST:

_____
Stephanie Fricke
City Recorder

HYRUM CITY YOUTH COUNCIL CHARTER 2023

PURPOSES

1. To provide an opportunity for the youth of this community to acquire a greater knowledge of and appreciation for the American political system through active participation in that system.

2. To help the Hyrum City Mayor and Council solve the problems and accomplish the goals of this community by working directly with the representatives of the youth.

3. To serve the youth of the community by:

   a. Informing the city government of the needs and wishes of the youth.

   b. Planning and implementing social, educational, cultural, athletic and recreational activities for the youth.

   c. Working with the Mayor, City Council, schools and Community Progress to provide opportunities for youth.

YOUTH CITY COUNCIL LEADERSHIP

The Hyrum City Youth Council Leadership shall consist of a Mayor, Mayor Pro-tem, Recorder, Historian, and, depending upon the amount of applications, between one and five additional Council Members selected by the Hyrum City Council Advisors.

RESPONSIBILITIES AND AUTHORITY OF THE HYRUM YOUTH COUNCIL

1. To meet monthly to conduct business.

2. To review yearly and adopt, by a four-fifths vote (80%), the Hyrum Youth Council Charter.

3. To modify this charter as needed by a four-fifths vote.

4. To present this charter to the Hyrum City Council and Mayor with all amendments for approval.

5. When the Youth Council Mayor is absent, Mayor pro-tem will act as the temporary Youth Council Mayor.

6. To pass motions and resolutions as necessary by a majority vote. A majority vote is defined as one vote more than one-half of the voting members who are present.

7. To carry out the purpose of the Hyrum City Youth Council as outlined in this document.

8. To plan recreational and other activities for the youth of this community and coordinating all such activities with the Hyrum City Council.

LIMITATIONS OF YOUTH COUNCIL AUTHORITY

1. The Youth Council Leadership must have a quorum (a quorum is a majority of its members) in order to conduct business.

2. The charter and all amendments to the charter are to be approved by the Hyrum City Council.

3. The agendas of all city youth council meetings shall be prepared at least two days in advance of each meeting. Agendas will be prepared by the Youth Mayor, Youth Council Advisor, and/or City Council Member.

4. All activities are to be coordinated with the Hyrum City Council.

RESPONSIBILITY AND AUTHORITY OF THE YOUTH MAYOR

1. To plan and conduct all youth council meetings.

2. To carry out the decisions of the youth council.

3. To periodically meet with a Hyrum City Council Member/Hyrum Youth Council Advisor to provide for proper planning and coordination between the Hyrum City Council and the Hyrum City youth, and the Hyrum City Youth Council.

4. To propose to the youth council projects and plans designed to assist in the fulfillment of the Hyrum City Youth Council charter.

5. To vote only in case of a tie.

6. To assign youth council members responsibilities.

RECORDER

The responsibility and authority of the Recorder shall include attending all Youth Council meetings, taking and maintaining minutes of such meetings, and take roll. They are also to carry out assignments of the youth council.

HISTORIAN

The responsibility and authority of the Historian shall include attending Youth Council meetings and carrying out assignments of the Youth Council. The Historian will keep the scrapbook, take pictures, collect press releases, and collect pertinent information and keep a history of the accomplishments and activities of the Hyrum City Youth Council.

RESPONSIBILITY AND AUTHORITY OF CITY YOUTH COUNCIL LEADERSHIP MEMBERS

1. To attend youth council meetings.

2. To carry out assignments of the Hyrum Youth Mayor, Mayor Pro-Tem and advisors.

3. Contact the Youth Council Members assigned to your committee with any reminders of meetings and all activities.

4. To recommend to the Youth Council ways in which the youth of the community could assist to make the city a better place to live.

5. To plan, with the help of a committee, youth service projects for the community.

YOUTH COUNCIL

Those applicants for the Hyrum City Youth Council that are interviewed and selected to serve on the Youth Council. They will serve for one year in assisting the Hyrum City Youth Council in carrying out their plans, goals and in projects to serve the youth and the community. They each will be assigned to participate in different functions within the city, then report monthly at council meetings.

ROLE OF YOUTH CITY COUNCIL ADVISORS

The Hyrum Youth Council shall have two or more advisors. These advisors will attend Youth Council meetings and generally become involved in the advisory role, in all council projects. They will be appointed to the position by the Hyrum City Mayor and Council for an undetermined time.

REQUIREMENTS TO SERVE ON THE HYRUM CITY YOUTH COUNCIL

1. Must be a resident of Hyrum City, or the directly outlying county who are unincorporated.

2. Must be at least in the ninth grade, or equivalent in homeschooling, and not yet a senior in high school.

3. Must be willing to serve a one year term.

REQUIREMENTS TO REMAIN ON THE HYRUM CITY YOUTH COUNCIL

1. Remain a resident of Hyrum City or directly outlying county.

2. Attend at least 75 percent of all City Youth Council meetings and activities. Excused absences will not be counted. Youth Leadership is to attend 90% of all meetings and activities. If attendance for Youth Leadership falls below 90%, they will be asked to step down from their leadership position. Extenuating circumstances will be taken into consideration, so long as the Youth Council Advisors are notified.

3. Fulfill the responsibilities of the office held.

4. As a representative of Hyrum City, members shall set a proper example for the youth of the community at all times.

*A member of the City Youth Council or the Youth Council Leadership may be removed from office upon a violation of one or more of the above criteria and by 100 percent vote of the Youth Council Advisors. A probation may or may not take place before removal, depending upon the severity of the violation.

VACANCIES

Any vacancy on the Youth City Council Leadership, either by removal, or by resignation, shall be filled by a member of the Hyrum City Youth Council, selected by the City Council Member and Youth Advisors.

BECOMING A YOUTH COUNCIL MEMBER CANDIDATE

Each youth seeking to become a member of the Hyrum Youth Council will be required to fill out an application. The applicant must have the signature of the applicant's parent or legal guardian.

All candidates must meet requirements to serve on the Hyrum Youth Council. All applicants will be reviewed by the City Council Member and the Youth Council Advisor(s). Incumbent office holders are eligible to reapply.

INTERVIEWING PROCESS

The interview will take place after November 1st at the Hyrum City Council Chambers. Interviews will be conducted by the Hyrum City Youth Council Advisors and the Hyrum City Council Member if they are available.

SWEARING IN

Swearing in of the newly selected officers of the Youth Council shall take place in the city council room, in the Hyrum City office building, or outside at the Hyrum City Square Pavillion should health circumstances dictate, and shall be performed by the Hyrum City Justice of the Peace, or City Recorder. The swearing in shall be held on a designated day in the first quarter of the year. The term of office shall be for one year, January 1-December 31, with new selections being made yearly.