



HURRICANE CITY UTAH

City Council

*David Hirschi
Kevin Thomas
Clark Fawcett
Drew Ellerman
Joseph Prete*

Mayor

City Manager

Nanette Billings Kaden DeMille

Hurricane City Council Meeting Agenda

February 15, 2024

4:00 PM

City Council Chambers 147 N 870 W, Hurricane

Notice is hereby given that the City Council will hold a Regular Meeting in the City Council Chambers 147 N 870 W, Hurricane, UT. [Meeting Link on Webex](#) Meeting number: 2630 456 5376 Meeting password: HCcouncil Join from a video or application Dial 26304565376@cityofhurricane.webex.com. You can also dial 173.243.2.68 and enter your meeting number. Join by phone +1-415-655-0001 US Toll Access code:26304565376. A silent roll call will be taken, followed by the Pledge of Allegiance and prayer by invitation. **THOSE WISHING TO SPEAK DURING PUBLIC FORUM MUST SIGN IN WITH THE RECORDER BY 6:00 P.M.**

4:00 p.m. Work Meeting

1. Discussion regarding the priority of future road projects
2. Agenda Summary

5:00 p.m. Pre-meeting

6:00 p.m. - Call to Order

Prayer

Thought

National Anthem and Pledge of Allegiance - Hurricane City Youth City Council

Declaration of any conflicts of interest

Minutes of the Special City Council Meeting for January 29, 2024

Discussion with the Youth City Council on beautification of commercial properties

Public Forum – Comments from Public

Please Note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda, public comments will be limited to 3 minutes per person per item. A spokesperson representing a group to summarize their concerns will be allowed 5 minutes to speak. Repetitious commentary will not be allowed. If you need additional time, please request agenda time with Cindy Beteag in writing before 5:00 p.m. the Wednesday one week before the Council meeting.

OLD BUSINESS

1. Consideration and **confirmation of funds being used to sponsor** the Tri-State ATV Club

2. Discussion and possible approval of **putting the pump track back up somewhere in the City**

NEW BUSINESS

1. Discussion on an **ordinance preventing retail sales of puppies and kittens** - Andrea Kaz
2. Discussion regarding **utility accounts being required to stay in the property owner's name**- Matt Patterson
3. Public Hearing to take comments on the following:
 - a. A Sensitive Land application on the Kolob Views Subdivision located at approximately 850 S. 1300 West
4. Consideration and possible approval on a **preliminary plat and sensitive lands application for Kolob Views**, a 20 lot single family subdivision located at 1400 W 900 S. Stratton Dev LLC, Applicant. Colt Stratton, Agent.
5. Consideration and possible approval of **waiving the rental & power fee** for the Hurricane Utah Farmers Market-Annie Spendlove
6. Consideration and possible approval of **waiving the rental and event permit fees** for the Hurricane Valley Lion's Club
7. ZC24-01: Consideration and possible approval of a Zone Change Amendment request located at approximately 700 W and 2350 S from PF, public facility, to M-1, light industrial. This change will affect the west portion of parcel number H-3-2-10-2313. Beau Davis, Applicant. Karl Rasmussen, Agent.
8. Discussion and possible approval of **prioritizing the 1100 West** corridor project.
9. Consideration and possible **approval of the scope of work for the planned AWOS project** at the Hurricane City Airport-Mike Vercimak
10. Consideration and possible approval of **Ordinance 2024-03 amending Title 8, Chapter 1, Section 4** regarding utility rates and connection fees
11. Consideration and possible approval of **awarding a contract for the Frog Hollow Debris Basin Rehabilitation Project**-Arthur LeBaron
12. Consideration and possible acceptance of **financial guarantees for the construction of required offsite improvements** for the Balance of Nature development. -Mayor Billings
13. Mayor, Council, and Staff reports
14. Closed Meeting held pursuant to Utah Code section 52-4-205, upon request

Adjournment

I hereby certify that the above notice was posted to the city website, (www.cityofhurricane.com) posted to the state public notice website, and at the following locations:

1. City office – 147 North 870 West, Hurricane, UT
2. The Post Office – 1075 West 100 North, Hurricane, UT
3. The library – 36 South 300 West, Hurricane, UT

_____ for the City Recorder

City of Hurricane Drainage Improvement Plan

Priority	Project	Estimated Cost	Year 1	Year 2	Year 3	Year 4	Year 5
			2014	2015	2016	2017	2018
	Pipe Replacement: 300 N, 200 West to 90 East	\$ 127,500					
	Canal Outfall: 1300 South to 1070 South	\$ 100,100					
	400 West: 1300 South to Gould Wash	\$ 537,200					
	700 West: 400 South to 2050 South Pipe Replacem	\$ 1,236,000					
	800 North: Main Street to 120 East	\$ 32,250					
	920 West: 1300 South to Gould Wash	\$ 1,063,500					
	120 East Outfall: Cemetary to Virgin River	\$ 298,160					

Total: \$ 3,394,710

Average Annual Cost: \$ 484,958.57

Budget-Level Cost Estimates	Pipe Size	Length	Unit Cost	Inlets/MH	Unit Cost	Conditions Fact	Total
Pipe Replacement: 300 N, 200 West to 90 East	18	1700	\$ 30.00	8	\$ 3,000.00	\$ 52,500.00	\$ 127,500.00
Canal Outfall: 1300 South to 1070 South (pipe onh	36	1900	\$ 25.00	8	\$ 3,000.00	\$ 28,600.00	\$ 100,100.00
400 West: 1300 South to Gould Wash	30	5000	\$ 50.00	22	\$ 3,000.00	\$ 221,200.00	\$ 537,200.00
700 West: 400 South to 2050 South Pipe Replacem	36	9150	\$ 60.00	23	\$ 3,000.00	\$ 618,000.00	\$ 1,236,000.00
800 North: Main Street to 120 East	18	500	\$ 25.00	3	\$ 3,000.00	\$ 10,750.00	\$ 32,250.00
920 West: 1300 South to Gould Wash	48	6250	\$ 75.00	21	\$ 3,000.00	\$ 531,750.00	\$ 1,063,500.00
120 East Outfall: Cemetary to Virgin River	24	2660	\$ 38.00	16	\$ 3,000.00	\$ 149,080.00	\$ 298,160.00

Conditions Factor accounts for costs for engineering, road patching, curb & gutter replacement, and other misc costs.

City of Hurricane Water System Improvement Plan

Priority	Project	Estimated Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Comments
			2014	2015	2016	2017	2018	
	System Upgrades							
1	West Well Bypass Line	\$ 600,000.00	\$ 600,000.00					Growth Driven.
2	Fire Loop at Purgatory	\$ 100,000.00		\$ 100,000.00				
3	600 North: 870 West to 2260 West 12	\$ 500,000.00			\$ 500,000.00			
5	Toquerville Springs Transmission Line Upgrade: LaVerkin Creek to East Tank	\$ 1,650,000.00					\$ 1,650,000.00	Maximize use of Toquerville Spring. 18" LaVerkin parallel
6	Pumping Station on 3000 South	\$ 1,132,294.00						

Replace Existing Waterlines Driven by Street Projects								
1	600 North: 200 West to SR-9	\$ 400,000.00	\$ 400,000.00					Culinary and Irrig
2	90 East: 600 North to 700 North	\$ 8,000.00	\$ 8,000.00					
3	20 West: 700 North to 975 North	\$ 80,000.00		\$ 80,000.00				
4	Main Street: 600 North to 975 North	\$ 110,000.00			\$ 110,000.00			
5	810 South and 870 South	\$ 100,000.00				\$ 100,000.00		
Tanks Driven by Development								
	2M Gallon at 1300 South on Sullivan	\$ 1,750,000.00						Development Driv
	West Well Tank Serving Elim Valley Area							Development Driv
	2M Gallon Tank at Sky Ranch Serving South Fields and Sky Ranch Area							Development Driv
	2M Gallon Tank at 3400 Elevation Northwest Sullivan's Knoll Serving Sky Mountain and Lowe's Bench West of Sullivan's Knoll							Development Driv
	2M Gallon Diamond Ranch Tank Serving Upper Level Hurricane Hill Area							Development Driv

	1M Gallon East Bench Low Tank Serving the lower level of the East Bench and is also a reservoir for the pumping station that boosts to the Dimand Ranch Tank.							Development Dri
	Tanks West of Sky Ranch on Lowe's Property							Development Dri
	3M Gallon Dixie Springs at 3140							Development Dri

ation

ven

ven

ven

ven

ven

ven

ven

ven

City of Hurricane Parks Capital Improvement Plan

Priority	Project	Estimated Cost	Year 1	Year 2	Year 3	Year 4	Year 5
			2014	2015	2016	2017	2018
1	Grandpa's Pond Phase I	\$ 800,000	\$ 800,000				
2	Dixie Springs Park Phase II	\$ 200,000	\$ 200,000				
3	Cemetery Fence and Improvements to Entrance	\$ 50,000		\$ 50,000			
4	Pickleball Court Restrooms	\$ 70,000		\$ 70,000			
5	Pavillion at Three Falls Park	\$ 50,000		\$ 50,000			
6	American Legion Sports Complex Restrooms	\$ 80,000			\$ 80,000		
7	Dixie Springs Park Phase III	\$ 300,000			\$ 300,000		
8	Community Center Master Plan	\$ 400,000				\$ 400,000	
9	Sky Ridge Park Phase II	\$ 300,000					\$ 300,000
10	Dixie Springs Park Phase IV Splash Pad	\$ 200,000					\$ 200,000
11	Spillsbury/American Legion Sports Complex	\$ 4,000,000					
12	Airport BLM Park	\$ 2,000,000					
13	Skate Park	\$ 400,000					
14	Thrill Hill Bike Skills Park	\$ 300,000					
15	Sand Hollow Sports Complex	\$ 3,000,000					

Trails?

Agenda Summary for Hurricane City Council February 15, 2024

4:00 p.m. Discussion regarding the priority of future road projects

5:00 p.m. Pre-Meeting

6:00 p.m. Call to Order

Approval of Minutes for special meeting January 29, 2024

Discussion with the Youth City Council on beautification of commercial properties

Old Business

1. The Tri-State ATV Club "Club" was approved in 2023 to receive \$5000 in RAP tax for their jamboree this year as well as the City budgeting \$1100 to cover their insurance for the event. Historically, this jamboree has brought a lot of people to Hurricane for ATV tours and rides. However, the Club was not able to get a jamboree organized this year. Instead, they are proposing a "Poker Run" ride for their members. On January 30, 2024, staff received an event permit application for the Club to hold a dinner and awards at the City Equestrian Park after their ride. Staff felt this change was significant enough that the Council should weigh in on the decision. It was mentioned at the February 1, 2024, meeting and the Council directed staff to put it on the agenda for discussion. Staff would like the Council to consider the following: 1. Can the RAP tax funds be used for this ride since it is for members only and is no longer bringing in the economic impact it has in the past? 2. Should the City cover the cost of the insurance? 3. Does the Council have any concerns with the Club renting the Equestrian Park for their dinner, since all the atv's will have to go through the residential neighborhood to get to the park? Another item for discussion is the status of \$10,000 of "seed money" that the City provided to the Club some time during or before Mayor Hirschi's term, and whether those funds have been properly managed.
2. This item was continued at the last meeting to allow staff time to brainstorm different ideas about where to put the pump track.

New Business

1. Andrea Kaz would like the Council to adopt an ordinance that prevents retail sales of puppies and kittens. She has provided a list of other cities in Utah that have adopted something similar, as well as personal testimonies of victims from puppy stores. Ms. Kaz requested to be on the agenda, and Mayor Billings consented. City staff have not had an opportunity to vet the request.
2. The proposed amendments would apply to current and future Hurricane City utility accounts. The passing of this proposal is intended to require property owners to put

utility accounts in their name. As electric and water rates have steadily increased, there have been higher utility bill amounts that have been left unpaid. Even with a higher deposit requirement, our utility department is still seeing tenants leave the city with outstanding bills much higher than the initial deposit.

This ordinance change would remove the City as the middleman and place responsibility upon the person that is listed on county records as the title holder. In many cases, City workers in the utilities office are doing jobs that the landlords/property management companies should be doing.

By requiring landlords to be the ones that are signing up for utilities, the number of new accounts and turnover from tenant to tenant would decrease dramatically. Another result would be fewer outstanding bills sent to collections, billing adjustments being made, final bills being transacted, reduced paperwork and bills to be sent out. The cost savings alone would be substantial.

In December 2023, Hurricane City staff members reached out to other municipalities in Utah to see if there were any that have instituted this ordinance in their city. Of those that responded to our inquiry, close to two dozen (so far) have instituted this ordinance, and more are looking into changing it. All the cities that responded said implementing the ordinance has been a positive decision for their city. Benefits that have been mentioned by other cities include:

- The municipality staying out of the landlord business,
- Fewer shut offs because most disconnections before were tenants, and
- A significant reduction in the amount of outstanding liabilities sent to collections. Taxpayers and residents end up paying for these liabilities.

After reviewing our records, we found that in:

2021-2023 - \$58,400.37 was sent to Bonneville Collections (on Caselle) over the past two years.

1997-2021- \$507,231.28 was sent to Bonneville Collections.

1996 and before - \$732,559.84 was sent to URG/AFS Collection agencies.

Total: \$1,298,191.49 sent to collections based upon our records kept over the decades.

An additional expense staff is seeing is having to honor multiple leak adjustments at one location in a short period of time due to tenant turnover. These leaks create higher bill amounts and, in some cases, an excess water surcharge. According to current policy, a utility account holder is allowed to have a leak adjustment every 3 years. There have been multiple tenants receiving leak adjustments at the same property over a short period of time. These leak adjustments have been honored because the utilities are in a different person's name. If the property owner was required to have services in their name, it would reduce the amount of overall adjustments made. - Matt Patterson

3. Public Hearing.

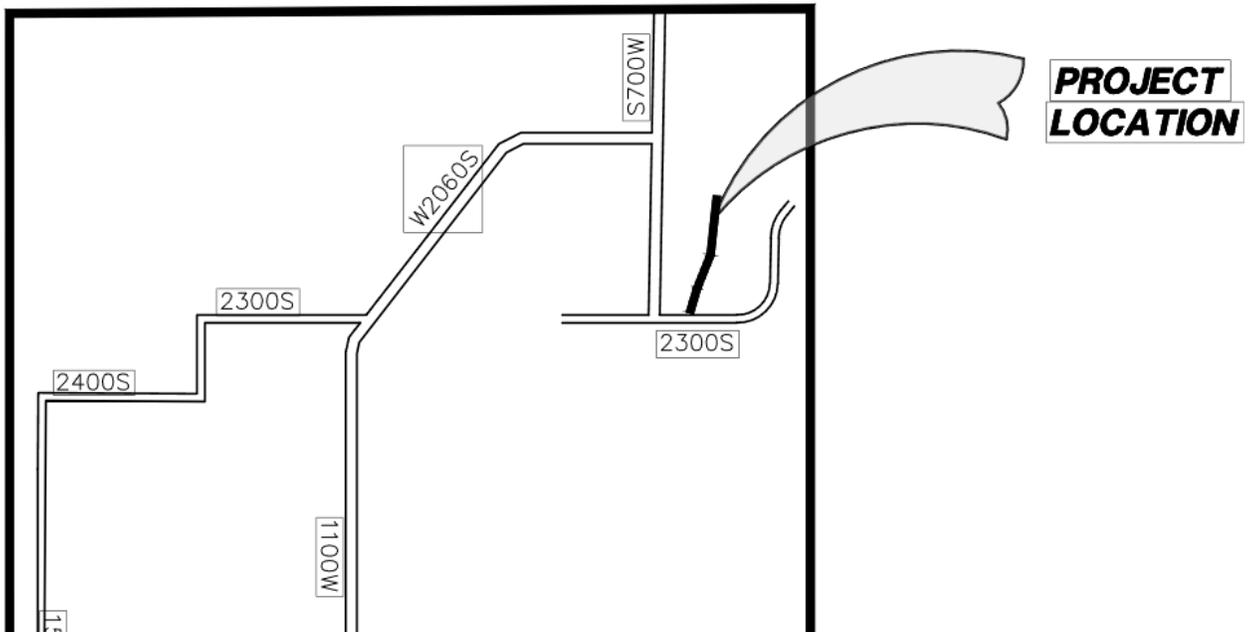
4. This application was initially heard by the City Council and was tabled on June 1, 2023, due to a lack of a sensitive lands plan and nonconformance with the Transportation Master Plan. The applicant has subsequently proposed a revised preliminary plat for 20 single-family lots. The site is located south of Mountain View Estates and along 1150 W. The Planning Commission heard the application on January 11, 2024, and unanimously voted to recommend approval of phase 1 only due to a lack of adequate public access to the proposed phase 2 lots that would need to be accessed from 1150 W. Staff supports the Planning Commission's recommendation with the added clarification that the preliminary plat be approved for phase 1 only, and that the remaining property be excluded from the plat approval. -- Gary Cupp



5. Hurricane Utah Farmer's Market is a 501(C)(3) group that has held a farmers market at Hurricane City's Community Center for the last three years. Last year, the market moved to 100 West in between the Community Center and the Fine Arts Building, and that is where the group is proposing to hold the market again this year. The group is requesting to be open every Saturday from March to November, excluding Peach Days weekend or other previously scheduled events. The group is asking the Council to waive all fees associated with renting the space and power. They would also like to hang a banner across 100 West advertising the Farmers Market. This banner would stay up March-November.

The Farmers Market has minimal impact on the Recreation staff. The cost to rent the space is \$45 and \$100 for power per event. Hurricane City Code Title 10, Section 48 requires a temporary use permit to be submitted and approved by the Planning Department before the opening of the Farmer's Market. - Cindy Beteag

6. The Hurricane Valley Lion's Club would like to hold a swap meet at the Community Center. They are proposing the location to be on 100 West where the road is closed. They are requesting all fees associated with the rental and event permit to be waived. This includes a \$45 rental fee, \$100 power if they want to connect to power, and a \$100 event permit application fee. -Cindy Beteag
7. The applicant is seeking a zone change on 0.846 acres on property owned by Hurricane City that is being deeded to the applicant in exchange for road improvements on 2300 S, a bike skills park, and other improvements within the existing drainage area. The City Council discussed and approved the transfer of this property on January 18, 2024. The applicant plans to use the additional space for the storage unit complex being built to the west. The Planning Commission heard this item on February 8, 2024, and unanimously recommended approval of the proposed zone change. - Gary Cupp



8. Summary prepared by Dayton Hall on 2/9/2024. This item relates to the 4 pm work meeting regarding roadway priorities. This item is a result of discussions held between the City and 1100 West property owners regarding acquiring land along the 1100 West corridor between 2300 South and 3000 South. The most recent meeting was held on February 5, 2024, which was attended by most of the affected landowners, the Utah Property Rights Ombudsman, Mayor Billings, Councilman

Fawcett, Councilman Ellerman, and City staff. A common concern voiced by the landowners was that the City was acquiring land to build power lines to the south end of the City, which would allow for more development and more traffic, but the City was not improving the existing 1100 West roadway to accommodate the increased traffic. Safety concerns due to the lack of walkable shoulders were raised, and it was pointed out that new development being built on the south end of the City could only be accessed off of 1100 West or the Southern Parkway. A common sentiment was that the owners would be more willing to sell land to the City if the City was willing to make it a priority to improve the existing 1100 West road (whether they be partial improvements or full improvements). The voluntary selling of property by this group of landowners will be very beneficial to the City in moving forward with its power capacity extension project that is underway, which the City has contractually committed to complete to extend power to 8 preliminarily platted subdivisions on the south end of the City. On the other hand, 1100 West is not the only roadway in the City that needs improvement, so the Council needs to balance the benefits of committing to improve 1100 West with other potential projects that may be a higher priority.

9. Mayor and City Council,

This memo is being written to give background on the AWOS project that is seeking permission to move ahead on the City Council agenda for February 15, 2024.

This project has been our CIP plan with the FAA and is now up for engineering and construction. I have attached a copy of the "Scope of Work" to be provided by Jviation, Inc, in conjunction with the engineering and installation of the project. Both the FAA and UDOT Aeronautics division have approved the plan.

We are asking that the City Council approve this project to move forward to the engineering stage.

Mike Vercimak
Director of Public Works

10. In August of 2004, the City Council adopted a policy concerning utility payment relief for citizens on active military duty. It was unanimously approved that anyone on active military duty would qualify for a \$150 or 1/2 of their utility bill, whichever is less, reduction. Staff was not able to find where this policy was ever written or put into code. The proposed amendments puts language directly into the code to allow this discount.
11. From Arthur LeBaron: The Frog Hollow Debris Basin Rehabilitation project has been designed and approved by NRCS and Utah Dam Safety. The project is being primarily funded by NRCS, with some matching funds from the Utah Water Resources Board and

an in-kind match from Hurricane City. The in-kind match consists of the value of borrow material that the City has acquired from BLM.

Here is the proposed cost-share breakdown:

65%	NRCS
28%	Utah Water Resources Board
7%	City

The approved design has been advertised for contractor bids and we held the bid opening on Tuesday, February 6. Attached is a bid tabulation along with a recommendation from the Engineer to award the project to Whitaker Construction in the amount of \$6,018,014.63.

12. Summary drafted on 2-9-2024 by Dayton Hall.

This item was added to the agenda after the cutoff deadline with the consent of Mayor Billings and Councilmen Prete, Thomas, Hirschi, and Ellerman.

Balance of Nature is requesting an exception to the City's established bonding requirements for offsite improvements required for development. To allow for the development of Balance of Nature, the construction of roadways and utilities between the project and 3000 South Street are required. To guarantee that the infrastructure is completed once started, and to ensure it is completed in an acceptable manner, City Code requires that a guarantee be provided. City Code provides for two alternatives to meet the guarantee requirement: (1) an Escrow Bond, in which the funds to complete the project are deposited in an account and the funds are disbursed to pay for the improvements as they are constructed or (2) an irrevocable letter of credit submitted to the City by a duly chartered bank stating that the bank will honor the City's request to draw against the letter of credit if the improvements are not completed. See Hurricane City Code section 10-39-13. Requiring one of these forms of guarantee of completion is a standard practice in the City that every developer follows when installing offsite improvements to serve a proposed development.

It has been claimed that Hurricane City's ordinances are more strict than other cities, but Hurricane City's requirements are nearly identical to the requirements of Washington County, St. George City, and Toquerville City. Washington County requires "a cash bond or irrevocable letter of credit." St. George requires either "cash (cash escrow), disbursement agreement (draw down), or an irrevocable letter of credit." Toquerville City requires "a cash bond deposited with the city, an irrevocable letter of credit, or an escrow security agreement." Washington City, in addition to allowing for cash in escrow or letters of credit, is more flexible than Washington County, Hurricane, St. George, and Toquerville by also allowing for "a bond with corporate surety ... approved by the city council and city attorney." The applicable ordinances for

Washington County, St. George City, Toquerville City, and Washington City are included in the packet.

In addition to the options of cash in escrow or a letter of credit, Hurricane City's ordinance also allows for "such other financial guarantee that may be acceptable to the City Council." City staff cannot recall a time when an alternative form of bonding has been permitted for developer's offsite improvements.

This item is on the agenda because Balance of Nature is requesting that the City Council approve an alternate form of a guarantee in the form of a performance bond, obtained by Balance of Nature's contractor from an insurance company, to guarantee the offsite improvements to be constructed. At the time this summary was drafted, the City has only been provided with an example of what the bond may look like. Also, the City has not been provided with an estimate of how much the improvements will cost, so the dollar amount of the guarantee is unknown.

The proposed performance bond is not applicable to the needed offsite improvements because it assumes that the City is entering into a construction contract with a contractor to build the improvements. This is not the case. Balance of Nature will be entering into a contract with a contractor--not the City--to build the infrastructure necessary to serve the development. The proposed bond is to guarantee the enforcement of a construction contract, but the City will not be a party to a construction contract, so the proposed bond will not be enforceable by the City. The proposed bond would not satisfy the requirements of any of the City/County Codes that have been reviewed--including Washington City.

The City Attorney, City Manager, and City Public Works Director jointly recommend that the Council require the standard guarantee of either money in escrow or a letter of credit because other forms of guarantees are less secure and expose the City to more risk that improvements required of developers are not completed or not built to acceptable standards. Making a claim under a performance bond is essentially making an insurance claim against an insurance company, which is less likely to have a favorable outcome than having funds in escrow or a commitment from a bank. Also, the example performance bond submitted by Balance of Nature would not be enforceable by the City because the City is not hiring the contractor. Finally, staff is concerned that deviating from standard requirements will likely result in the Council being faced with other requests to continue to relax the City's bonding requirements. With the large number of imminent developer-driven improvements within the City, it is important that the City has adequate and enforceable guarantees in place. The City's requirement for cash in escrow or a letter of credit from a bank are more likely to be adequate and enforceable than other forms of guarantees.

If Balance of Nature is unable to secure a letter of credit from its bank, or if it cannot place in escrow all of the funds necessary to complete all of the offsite improvements, it has the option to construct the roads in phases instead of all at once.

If an actual proposed bond is submitted prior to Council meeting, it will be passed on for your review.

13. Mayor and Council Reports.

1 Minutes of the Hurricane City Council special meeting held on January 29, 2024, in the
2 Springdale Town Hall at 118 Lion Blvd, Springdale, Utah at 6 p.m.

3 **Members Present:** Mayor Nanette Billings and **Council Members:** David Hirschi, Kevin Thomas
4 (online), Clark Fawcett, Drew Ellerman, and Joseph Prete.

5
6 **Also Present:** City Manager Kaden DeMille, City Attorney Dayton Hall, City Recorder Cindy
7 Beteag, and City Resident Willie Billings.

8
9 **AGENDA**

10 **6:00 p.m. - Call to Order –**

11 Prayer: Clark Fawcett

12 Thought: Mayor Billings

13
14 Kaden DeMille stated the City has never had a mission or vision statement but he thinks it is a
15 great idea to adopt them. It is a good time of year to start this discussion because the budget
16 season is starting. The budget is the road map for staff to know the direction of the City. He
17 handed out a list of core values and asked the Council which ones stood out to them when they
18 think of Hurricane City. He would like to work with Council in the near future to determine a
19 mission statement and vision. Mayor Billings read a few of the surrounding city’s mission
20 statements. Drew Ellerman suggested having tag lines. Mr. DeMille explained that a mission
21 statement is why we exist, but vision is what we want to become. Every decision the Council
22 makes affects our vision so if it is set now, they can make sure they are working towards it. The
23 final step will be our strategy of how to achieve our vision. He feels we have great departments
24 that keep the City running. Clark Fawcett pointed out every ordinance that passes also gives
25 direction to staff. Council needs to evaluate how the ordinance affects everything and if it isn’t
26 how they want things then the ordinance needs to be updated. Joseph Prete commented that
27 when the State adopts a new ordinance it goes through each house and committee and is
28 vetted from every angle so there are many eyes on each ordinance getting a better result.
29 Council discussed changing the process, so the Council views it first at a work session and then
30 give direction to the Planning Commission. Mayor Billings asked each Councilmember to write
31 down a vision and they will discuss each of them in a future City Council meeting. Willie Billings
32 stated the vision needs to be clear and articulated well and it needs to be in front of everyone
33 all the time.

34 A survey was sent out prior to the meeting with the following questions. 1. What do you feel
35 like should be the city’s biggest priority for this year’s budget? 2. What are some of your goals
36 or what would you like to see accomplished while you are in office? 3. What do you feel like are
37 some of Hurricane’s biggest challenges right now? 4. With the possibility of less available funds,
38 which of all of general fund departments do you feel needs to be our focus, from a financial
39 perspective, this year? Mr. DeMille shared the results of the survey. For question one Council
40 thought the gyms, swimming pool, water looping system, street maintenance and other

41 infrastructure needs, expansion of power, streets, and water lines were the biggest priority.
42 The results for the second question showed goals or objections to finish the four-gym building,
43 swimming pool updated, construct the Veterans Park, secondary water, build water tank, 1100
44 West transmission, finish substation, start the plans for 600 N. substation, connect 2300 S to
45 Dixie Springs, improve communication processes, improve how we do business, look at our
46 codes and standards on how they fit into today's culture, keep residential neighborhoods
47 undisturbed, get more neighborhood commercial, provide good jobs and good services, provide
48 good services to the people at reasonable tax, and have intentional and visionary planning
49 instead of being reactive.

50 The results for the third question regarding challenges showed power, water, and road
51 connections; the need for infrastructure to all developments and the looping the systems
52 together; the generation of more revenue to grow police, recreation, and a City Fire
53 Department affordable housing; good high paying jobs; lack of neighborhood commercial;
54 funding for street improvements; keeping government small and in touch with the public;
55 approved PID's, poor communication with the community, keeping growth at a manageable
56 pace; and land use entitlements granted in the past.

57 Mr. DeMille stated on question four the biggest priority showed streets and recreation. Public
58 Works was a close third. Mayor Billings explained the reason she put Public Works is the
59 infrastructure and connecting it all. Clark Fawcett voiced frustration because the City had plans
60 and funding for road improvements to 100 North in place when he retired but nothing has been
61 done yet. He mentioned the engineering for three big road projects were combined and done
62 at the same time and he would never do that again. It tied up the process. The process needs
63 to keep going and not bottle neck. Mayor Billings thinks there needs to be another person in
64 Engineering and Public Works. Mr. DeMille commented Covid created a situation we have
65 never seen. He agreed engineering on multiple projects should never be done together. Mayor
66 Billings presented a list of the five-year plan on road improvements. Mr. Fawcett wants to see a
67 maintenance list for every road within the City. He also wants to evaluate the requirements on
68 roads concerning curb, gutter, and the landscaping strip. Mr. Ellerman suggested putting a deed
69 restriction in place that says they have to pay in the future when it is ready to improve instead
70 of requiring a bond. Council would like to look at each street to see what is needed. They are
71 seeing push back now because people don't want curb and gutter because of all the curb cuts.

72 Mr. DeMille stated they need to pay careful attention to what is put in place because it will
73 have to be maintained in the future. He is projecting we will get \$3.3 million in new funding and
74 there is \$7.9 million already in the budget. He showed a spreadsheet that can divide the
75 projects by year and money. Council can go through and evaluate what roads are the priority.
76 He suggested creating a position for a project manager. They could take the lead on all the
77 projects and do plan review. Mayor Billings stated that person needs to be a coordinator that
78 can lead. She doesn't want department heads offended but they can focus on regular
79 maintenance and the project coordinator can keep new projects and infrastructure going.
80 Councilman Thomas was excused at 8:00 p.m.

81 Mr. DeMille stated the City has invested heavily in the police department over the past few
82 years. Operational costs will increase with the gym. Mr. Fawcett stated the Council needs to
83 look at future projects because putting all the money towards four gyms could cripple the City
84 for a few years. Mayor Billings pointed out there are grants available. Mr. Fawcett questioned if
85 they want to push that hard because then next year we will pay out of the general fund for
86 operational costs of the gyms. Council decided they would hold a work meeting to discuss the
87 recreation projects. Mr. DeMille stated the four-gym building could be built by next year but
88 that could push other projects back. Council decided to not put the RAP tax application out
89 because it will be used to help fund the four gyms. Mayor Billings mentioned the School District
90 and Washington County have said they will contribute some funds towards the improvements
91 to the pool. Mr. DeMille asked if the Council was in favor of putting a walking path inside the
92 four-gym building around the top. If they are, he estimates it would cost just over five million
93 for the building and track. However, there would be other additional costs because it would
94 require an elevator. Council discussed creating passes for citizens to use all the recreation
95 amenities. They directed Mr. DeMille to move forward with the four-gym building and include
96 the track.

97 Mr. Fawcett asked if are we in a good position with wages or if additional funds would need to
98 be set aside for that. Mr. DeMille explained they spent a lot of money to get everyone where
99 they are and moved the increase to January instead of July. He stated the City offers a lot of
100 benefits. He feels we are competitive and have a great culture.

101 David Hirschi asked about the golf course remodel. He stated a new clubhouse would have to
102 be bonded but if we remodel then we have the funds. It would be incredible, and we are
103 missing out on a lot of revenue by not having it. Mr. DeMille stated the golf course is self-
104 funding so the remodel can move forward if that is what the Council wants. Council wants to
105 move forward with the engineering on the remodel.

106 Copper Rock is asking for full sponsorship of their tournament. Mr. DeMille stated if we are
107 putting in the gyms, we need every penny. Mr. Ellerman doesn't think they can continue with
108 full sponsorship but they need to do something. Mr. Fawcett suggested taking some money
109 from our golf fund to sponsor the tournament. Council agreed supporting for one more year at
110 eighty-five thousand but with all the benefits that they offered for a three-year commitment. If
111 they don't agree to that, then we will only do the twenty thousand that was set aside from RAP
112 tax.

113 Willie Billings stated the big attractions need to be spread out throughout the city to help with
114 streets and traffic. Mayor Billings commented that we need commercial and neighborhood
115 commercial. There needs to be a good balance between residential and commercial. Mr. Hall
116 stated if the Council doesn't want particular types of zone changes, then they need to
117 communicate that to the planning staff so the planning staff can advise applicants as to what
118 types of zone changes the Council is likely to support. Mr. Prete stated the Planning
119 Commission and Council need to look at the overall vision of the City when reviewing
120 applications. Mr. Fawcett stated the staff report should include whether the application meets

121 the General Plan and what the staff's recommendation is. Mr. Ellerman mentioned as the
122 Planning Director for Washington City, he can't turn in a report without his recommendation.
123 Mayor Billings feels it is important to know the staff's recommendations. She wants more
124 information in the summary from the Planning Commission. The Council needs candid
125 information of what staff's concerns are and if there is a concern how big of a concern it is. In
126 the summary Joseph Prete would like to know who submitted it, the history of the item, if the
127 attorney has reviewed it, the Planning Commission's dialogue, map of where it is located, and
128 staff's concerns. Mr. Ellerman suggested having every department sign off on every item before
129 it comes to the Planning Commission or Council. Items are not placed on any agenda until
130 everything on the application is completed. Mr. Hall stated staff is currently making changes to
131 ensure that incomplete applications are not placed on the agenda. Mr. Prete stated the agenda
132 is going to change over the next few months with the preliminary plats not coming to them. It is
133 a good time to focus on the goals and visions. He thinks they need to review the General Plan
134 more often. Mr. Ellerman would like to remove multifamily as a permitted use in commercial.
135 Mr. Prete would like sunset clauses in any PID approval. Mr. Hall stated if they see a PID
136 application in the future and they are in favor of it, then he asked them to continue the item to
137 allow him time to review the governing documents.

138 Mayor Billings asked Mr. DeMille to send out the core values that were listed at the beginning
139 of meeting. She wants the Council to report at each meeting on what is going on in the
140 departments they are over. She also asked Department Heads to be more specific about what is
141 going on in their department when they give their reports. Council feels it is important for staff
142 to be open and friendly and for the Council to have an open-door policy for residents. Mr.
143 DeMille mentioned they are going to Mill Creek Common tomorrow for a field trip to see the
144 City center. He envisions something similar in nature for the future project to the west of the
145 City Office. We are out of space at the office. It needs to be addressed.

146 David Hirschi motioned to adjourn at 9:10 p.m. Seconded by Drew Ellerman. Motion carried
147 unanimously.



STAFF COMMENTS

Consideration and **confirmation of funds being used to sponsor** the Tri-State ATV Club

Discussion:

The Tri-State ATV Club "Club" was approved in 2023 to receive \$5000 in RAP tax for their jamboree this year as well as the City budgeting \$1100 to cover their insurance for the event. Historically, this jamboree has brought a lot of people to Hurricane for ATV tours and rides. However, the Club was not able to get a jamboree organized this year. Instead, they are proposing a "Poker Run" ride for their members. On January 30, 2024, staff received an event permit application for the Club to hold a dinner and awards at the City Equestrian Park after their ride. Staff felt this change was significant enough that the Council should weigh in on the decision. It was mentioned at the February 1, 2024, meeting and the Council directed staff to put it on the agenda for discussion. Staff would like the Council to consider the following: 1. Can the RAP tax funds be used for this ride since it is for members only and is no longer bringing in the economic impact it has in the past? 2. Should the City cover the cost of the insurance? 3. Does the Council have any concerns with the Club renting the Equestrian Park for their dinner, since all the atv's will have to go through the residential neighborhood to get to the park? Another item for discussion is the status of \$10,000 of "seed money" that the City provided to the Club some time during or before Mayor Hirschi's term, and whether those funds have been properly managed.

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

Discussion and possible approval of **putting the pump track back up somewhere in the City**

Discussion:

This item was continued at the last meeting to allow staff time to brainstorm different ideas about where to put the pump track.

In June of 2019 Hurricane City obtained a pump track. It was placed in the north parking lot of the Fine Arts Building. In April of 2021 it was gated off due to City property damage, graffiti, bullying, and trash. It was removed from the property in August of 2021. It has been stored at the Water Department for future use. Mayor Billings asked for this item to be discussed again.
– Cindy Beteag

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

Discussion on an **ordinance preventing retail sales of puppies and kittens** - Andrea Kaz

Discussion:

Andrea Kaz would like the Council to adopt an ordinance that prevents retail sales of puppies and kittens. She has provided a list of other cities in Utah that have adopted something similar, as well as personal testimonies of victims from puppy stores. Ms. Kaz requested to be on the agenda, and Mayor Billings consented. City staff have not had an opportunity to vet the request.

Findings:

Recommendation:

Attachments:

1. List of example ordinances in Utah
2. Sample of puppy mill locations
3. Personal testimonies of victims

UTAH

[Salt Lake County, UT \(unincorporated areas\)](#) – Enacted October 2015; effective immediately

[Millcreek, UT](#) - Enacted December 2016; effective immediately

[Emigration Canyon, UT](#) – Salt Lake County code adopted January 2017; effective immediately

[Copperton, UT](#) – Salt Lake County code adopted January 2017; effective immediately

[Kearns, UT](#) – Salt Lake County code adopted January 2017; effective immediately

[Magna, UT](#) – Salt Lake County code adopted January 2017; effective immediately

[White City, UT](#) – Salt Lake County code adopted January 2017; effective immediately

[Sandy City, UT](#) – Enacted May 2018; effective immediately

[Midvale, UT](#) – Enacted July 2018; effective immediately

[Murray City, UT](#) – Enacted August 2018; effective immediately

[Salt Lake City, UT](#) – Enacted November 2018; effective February 2019

[Kaysville, UT](#) – Enacted October 2021; effective immediately

[Davis County, UT](#) – Enacted May 2023; effective immediately

DAVIS
COUNTY**Section 6.28.080 Sale Of Animals****A. Sale of Animals Prohibited on Public Property and at Swap Meets**

No animal as defined in Section 6.04.010 shall be sold, given away, or otherwise transferred, on or from any public street, roadway, right-of-way, sidewalk, park, or "swap meet." A swap meet is defined for the purpose of this section as a place of commercial activity popularly known as a swap meet, farmers market, flea market, or park-and-swap, which is open to the general public and composed of enclosed, semi-enclosed, or outdoor stalls, stands, or spaces rented or leased to persons on a temporary basis for the purpose of display and sale, barter, or exchange of new or used merchandise.

B. Sale of Dogs or Cats and Display of Dogs or Cats Available for Adoption by Pet Shops

1. It shall be unlawful for any pet shop to sell or offer for sale a dog or cat.
2. It shall be unlawful for any pet shop to provide space for the display of adoptable dogs or cats unless all of the following requirements are met:
 - a. Any dog or cat displayed for adoption is displayed by either an animal rescue organization or a public animal shelter;
 - b. No part of any fees associated with the display or adoption of a dog or cat, including but not limited to adoption fees or fees for the provision of space, shall be paid to or received by the host pet shop or to any entity affiliated with or under common ownership with the host pet shop;
 - c. The host pet shop shall not have any ownership interest in any animal displayed for adoption; and
 - d. Each dog or cat displayed for adoption shall be adopted for total fees not in excess of \$500.

C. Exceptions

Nothing in this article shall prohibit the sale, gift, or other transfer of ownership of animals at a private residence, animal shelters, county fairs, animal exhibitions or shows, or 4-H activities.

D. Penalties

A violation of this chapter shall be a class C misdemeanor. Each sale, offer for sale, or space utilized to transfer an animal made in violation of this Chapter shall constitute a separate violation.

HISTORY

Adopted by Ord. 06/2023 on 5/23/2023

NOW, THEREFORE, THE CITY OF ST. GEORGE HEREBY ORDAINS:

Section 1. Ratification of Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Ordinance.

Section 2. A New Chapter, Chapter 11, is added to Title 3, Business and License Regulations, to be named Retail Sale of Dogs and Cats by Pet Shops and to read as follows:

Section 11-7-1 - Definitions.

As used in this Chapter:

- A. "Pet shop" means a retail store where animals are kept, sold, or offered for sale on the premises. Such term shall include any owner or operator of the business. An animal rescue organization or public animal shelter, as defined in this section, shall not be considered a pet shop.
- B. "Sell" means to exchange for consideration, adopt out, barter, auction, trade, lease, or otherwise transfer.
- C. "Offer for sale" means to display or proffer for acceptance by another person.
- D. "Animal rescue organization" means a non-profit organization incorporated under the law of any state and exempt from federal taxation under Section 501(c)(3) of the federal Internal Revenue Code, as amended, and whose principal purpose is the prevention of cruelty to animals and whose principal activity is to rescue sick, injured, abused, neglected, unwanted, abandoned, orphaned, lost, or displaced animals and to adopt them to good homes. "Animal rescue organization" shall not include any entity that breeds animals or that (1) is located on the same premises as; (2) has any personnel in common with; (3) obtains, in exchange for payment or any other form of compensation, dogs or cats from; or (4) facilitates the sale of dogs or cats obtained from—a person that breeds animals.
- E. "Public animal shelter" means a facility operated by or under contract with any state, or a political subdivision of any state, for the impoundment and care of seized, stray, homeless, abandoned, unwanted, or surrendered animals.
- F. "Cat" means any member of the species *Felis catus*.
- G. "Dog" means any member of the species *Canis familiaris*.
- H. "Person" means an individual, corporation, organization, partnership, or any other entity.

Section 11-7-2 – Sale of Dogs and Cats by Pet Shops.

It shall be unlawful for any pet shop, as defined in Section 11-7-1, to sell or offer for sale a dog or cat.

Section 11-7-3 – Display of Dogs or Cats Available for Adoption.

It shall be unlawful for any pet shop, as defined in Section 11-7-1, to provide space for the display of adoptable dogs or cats unless all of the following requirements are met:

- A. Any dog or cat displayed for adoption is displayed by either an animal rescue organization or a public animal shelter, as those terms are defined in Section 11-7-1;
- B. No part of any fees associated with the display or adoption of a dog or cat, including but not limited to adoption fees or fees for the provision of space, shall be paid to or received by the host pet shop or to any entity affiliated with or under common ownership with the host pet shop;
- C. The host pet shop shall not have any ownership interest in any animal displayed for adoption; and
- D. Each dog or cat displayed for adoption shall be adopted for total fees not in excess of \$500.

Section 11-7-4 – Enforcement and Penalties.

Each sale or offer for sale in violation of Section 11-7-2, and each provision of space by a pet shop in violation of Section 11-7-3, shall, in addition to any other applicable penalty, be punished by a fine of \$500. Each sale, offer for sale, or provision of space made in violation of this Chapter shall constitute a separate violation.

Section 3. Conflict. If any ordinances, or parts of ordinances, are in conflict herewith this Ordinance shall control to the extent of the conflicting provisions.

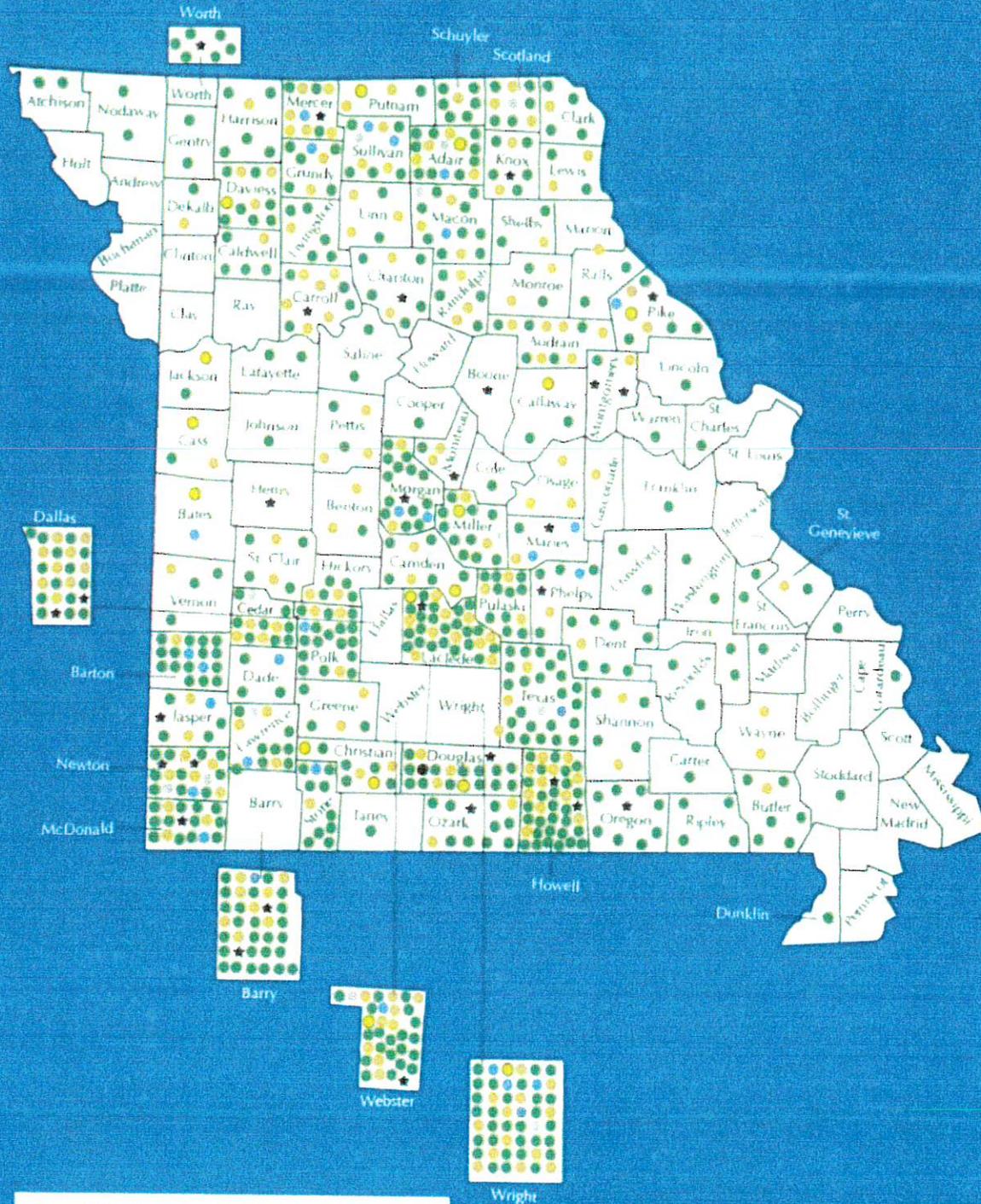
Section 4. Severability. The provisions of this Ordinance are intended to be severable. If any provision of this Ordinance is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 5. Codification. The provisions of this Ordinance shall be made a part of the City Code of the City of St. George, Utah. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; the word “ordinance” may be changed to “section” or other appropriate word as may be necessary.

Section 6. Effective Date. [Insert effective date].

MISSOURI PUPPY MILL MAP

Missouri Puppy Mill Map



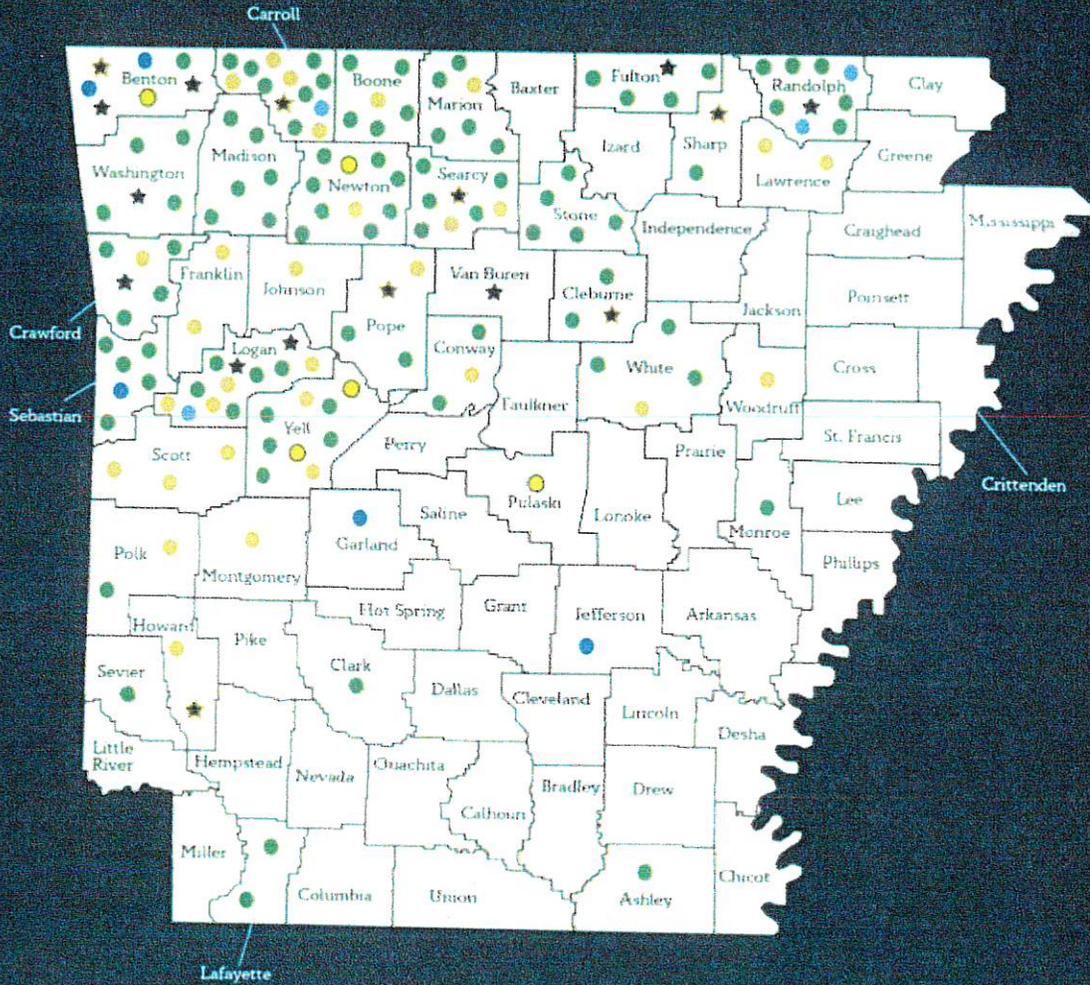
	0 - 50 Adult Dogs		Kitty Mill
	50 - 100 Adult Dogs		Auction House
	100 - 200 Adult Dogs		Pet stores that sell puppy mill dogs
	200 - 500 Adult Dogs		On the HSUS "horrible hundred" list
	Over 500 Adult Dogs		

** Numbers current as of January 2017 from USDA records **



Arkansas Puppy Mills

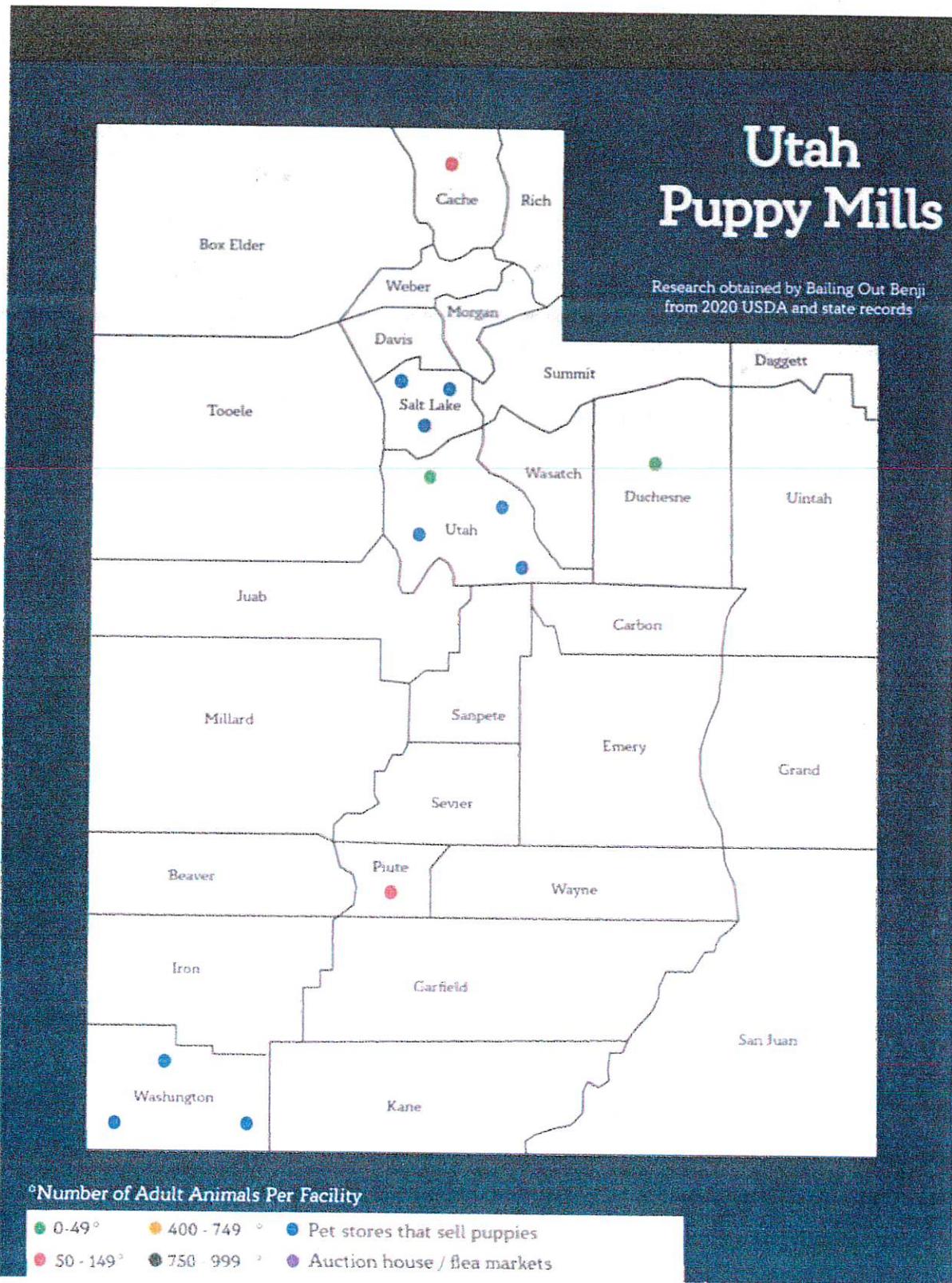
Research obtained by Bailing Out Benji from 2020 USDA and state records



Number of Adult Animals Per Facility

0-49	400-749	Pet stores that sell puppies
50-149	750-999	Auction house / flea markets
150-249	1000+	On the HSUS "horrible hundred" list
250-399	Cat Breeders	Repeat offenders on "horrible hundred" list





The following is a compilation of witness accounts, experiences and stories from past customers as well as employees for the Puppy House. It has been compiled and witnesses interviewed via messaging by Addison Kanoelani Almodova Graham of St. George, Utah.

Many more stories are being posted on the Facebook group. This document is just a compilation of people willing to talk with me privately.

These stories have happened at both locations between Washington & St. George.

Many people have come forward but are unwilling to go on record and wish to remain anonymous due to threats received from the current owners of the stores. One customer claims the owners allegedly threatened that they [the owners] would find them and “bash their knees in.” So fear related to coming forward is understandable.

Most experiences seem to fall under the same few categories: financial, animal abuse/neglect/sickness, and owner relations with employees. Employees have said that they were continuously yelled at by the store owners, and the turn over rate is incredibly high.

The owners of the store are at times referred to as Andi, or Andrea and Chris in these accounts.

Malea Shae Gibson: Customer

"I walked by "Puppy House" in Washington while waiting for pizza at Little Caesars and noticed the same puppy that I had seen there in the same tiny glass box 2 months before. She was 8 weeks the first time, 16 weeks the second. She is a large breed dog and had about 2 feet to move.

I went in just to pet her and the way she looked at me broke my heart. She was lethargic and just laying there. It kept me up all night.

The next morning I decided I had to get her out of there. While there I asked many times about her health, and records etc. they kept assuring me she was healthy. I asked when she had been seen by the vet last and they told me the breeders vet had checked her out, and there had been no need for them to have a vet check her. They told me her parents were OFA tested but had to request that info. Actually every document I asked for they said they had to "request," My gut was telling me this was shady, but my heart said I couldn't leave that baby there.

I asked many times if I could see how she played and interacted on the floor. They told me no, because people track diseases in on their shoes. I said that I needed to see that she can run around and play because I've only ever seen her lay there. They assured me she runs around and plays just fine, that she was just tired because of the time of day.

I ended up carrying her out of there. As soon as I put her down at home, I noticed something was off about her back legs. They were turned outward and she couldn't walk very well. She was very unstable and kept tipping over. I immediately took her to the vet and he confirmed angular deformities in the hind legs. He told me she would have to go to a specialist and she would need a corrective surgery at about \$5,000 per leg.

I went straight back to puppy house, and asked for a refund because now I'm going to have to pay for surgery for this poor dog. They told me no, of course. They smugly looked at her and said "she looks fine" and "why didn't they do an X-ray?" I said, It is clear as day her hind legs are not correct. I told them I wouldn't leave without some sort of refund so they called the cops and had me trespassed from the store. I had another vet look at her who is very familiar with the breed and he said it looks like she did not develop properly due to no exercise and being on the same hard surface (that it does not look like a genetic problem) SHE IS DEFORMED BECAUSE OF THEIR NEGLIGENCE!

There was ONE girl (out of 4 employees) there that even cared about the puppy. She told me they lied about her running around and playing, because these dogs NEVER get exercise and NEVER go outside. She said she would probably get fired because anyone who agrees with a customer is fired.

They did not give me a copy of the contract.

They did not give me her AKC papers as promised.

They did not give me any vet records.

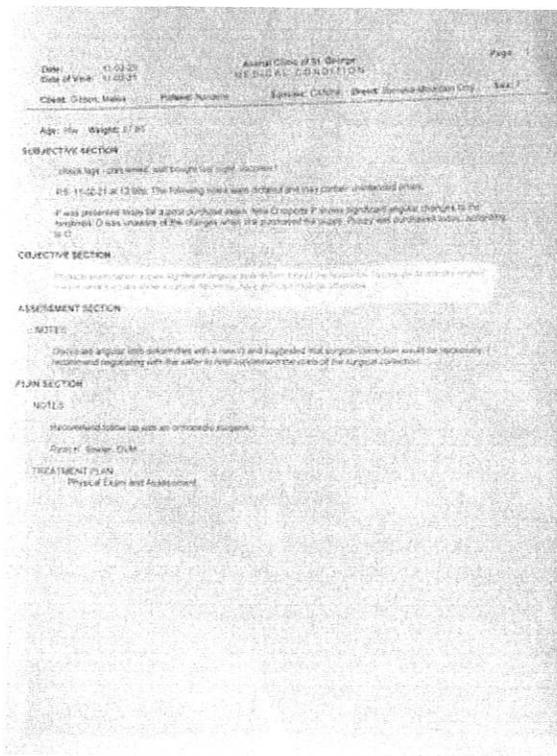
They lied about everything without any remorse. They have no heart and couldn't care less about these animals.

Update: I did receive an email with akc papers to get her registered, but they are transferring ownership from the breeder to Puppy house. Not to me.

Kaitlin Scow: *Customer*

"My husband and I were on a date and near the end of it, we decided to go and look at cute puppies, because who doesn't? We walked around for about 1-2 minutes until a worker came up to us and asked us if we were looking for a specific kind of puppy. We told her that we needed a dog that would not shed because I am allergic to dogs that shed. She then grabbed a shih tzu puppy from the glass bin, and explained that this kind of breed sheds very little but it's totally manageable. She gave the puppy to me and asked if we wanted to play with him in the play pens they have there in the store. We did so and not even 5 minutes into playing with the puppy, the same girl came up to us and asked us if we wanted to check and see if we would get approved for a puppy later down the road because we told them in the beginning that we were not looking to buy because I knew it costs an arm and a leg for a puppy! While the girl was looking to see if my husband would get approved, we were holding the puppy and he was cuddling us, it was like the puppy was begging to get him out of there. My husband was not approved and they wanted to see if I would approve. I got approved and the girl kept handing me stuff to sign, telling me what each statement said like, "oh this one is just to make sure your credit score is correct" or "this one is that your annual income is over this amount". Stuff like that. Yes, I should have read everything I signed but she told me I didn't need to because it was so long and she explained each one to me. She sat there and watched newlyweds sign their lives away, smiling and lying to our faces. When I was done signing, the girl said in the happiest voice she gave, and I quote, "congratulations, you own a puppy!" My husband and I looked at each other in fear and shock, then looked at the girl and said, "we didn't want to buy the puppy, we were only checking to see if we qualified." Her smile was still on her face when she said, "oh, well you can take him for 24 hours and bring him back." They scooted us out the door with the puppy in his kennel, and we owned a puppy. The next day rolled around and we took him back in telling the workers what happened and they sat there and told us we were lying and they couldn't do anything for us. Might I mention, this puppy was almost \$5,000, with a 1.25%-1.65% interest rate! I was outside the store crying my eyes out because we could not afford this puppy because by the end of paying, we would of paid about \$8,000, is what my highly educated father told us. My parents were livid after what happened with the Puppy House employees and how they lied just to get money out of us. Not only to get money out of us, they also lied about the puppy's age! They said he was about 6-8 months old, and when I read into his paperwork, he was born June 27th 2019, and we got him in October 2019. Just about 5 months old. What we ended up doing was getting a loan of \$5,000 dollars and paying off what we owed to Credova, so we wouldn't pay so much in the end. And to this day, we are still trying to pay off the loan we got.

We are so lucky he was not one of the sick ones that are there now, and always have been."

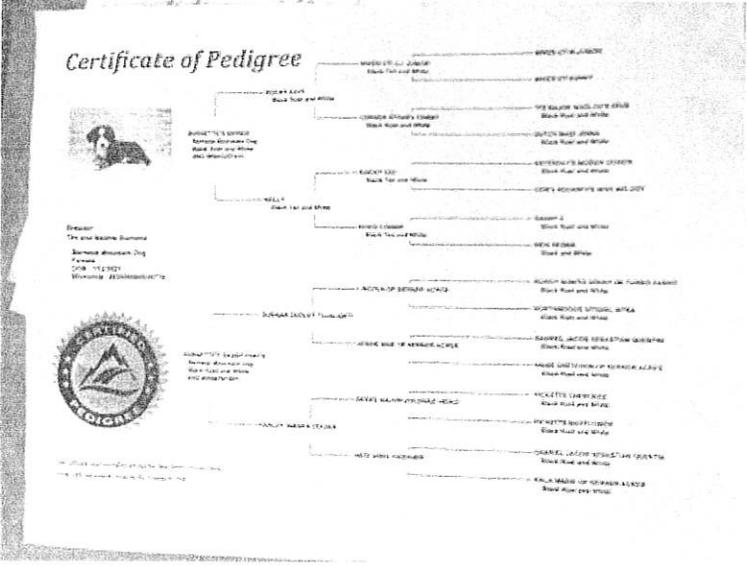



Andrea Estevez
 To: maria.estevez@gmail.com > Monday

Puppy House

In regards to the Bernese Mountain Dog. This is to inform you that we will refund/credit to your card used for the purchase price of the puppy. We do however need you to return the puppy to us within 24 hrs of this notice. This is the offer that has been given and decided to you.

Thank you
 Puppy House Mgmt



Update: I just received a call from Puppy house, offering me a refund but I would have to return the dog. I told them I wouldn't be returning her to be neglected any further, but that I would work out a different price for her. We shall see what they say."



Anonymous Ex-Employee:

"I worked for the puppy house for a long time, I was of higher position in the puppy house even and I know of everything that was going on in the puppy house by the time I left. I had to make another profile that is anonymous because the owners of the puppy house have reached out to me and told me if I slander or talk about the company on social media in anyway they will come after me with lawyers. I started at the puppy house because I wanted to work with animals and I loved the puppies. I want to tell a bit of my experience and what I know as fact at the puppy house. I've seen a lot of people say that we drugged our puppies, luckily I can say that that never happened. A lot of the times the puppies were sad or depressed because their kennel mate was adopted or they were sad they weren't being petted. However they were never drugged. The reality is the techs who work there loved the puppies and cared/cares for them to the best of their ability. Me as well as many of the other techs would go out of our way to make the puppies as happy as possible. We loved them deeply. I couldn't say the same for the owners Andi and Chris however, they cared about the money more than the puppies they were selling. They would sell puppies with coughs and puppies with deformities quite often without disclosing that they had them. They treated selling a puppy as selling a car. You had to do anything to sell the puppy, and that meant quote often lying. Lies about how big a puppy was going to get, how much a puppy really is, how much your monthly payment would be, how high the interest rates are, lying about the puppies' temperament or personality and so much more. It was constant lies. Not only did they lie but they trained the sales staff to lie as well. In fact, they had cameras constantly watching and they always seemed to watch us. If we didn't say exactly what we were supposed to we would get a call and we would get yelled at. They would say a mixed puppy was registered when it wasn't. There were multiple times they would blatantly lie to customers faces and tell them they are pedigreed when they weren't. But the worst part of it all is when we got our first Parvo case in. I was told from the very beginning that if we got a parvo puppy in we would have to put it down because we needed to protect the rest of our puppies from getting parvo. But it wasn't until we got our first Parvo puppy that I really realized what that meant. Our first Parvo puppy was an Australian shepherd chow chow puppy. It was a beautiful little puppy that I had noticed wasn't feeling good. She was very lethargic. I brought her in the back and I was trying to nurse her back to health and give her special treatment. Because she was so sick we decided to perform a snap test on her. It came out positive for parvo. We all knew what that meant as soon as we saw the positive test results. That meant we were going to have to euthanize this poor pup. We however did not realize that it was going to be our responsibilities. Having a parvo puppy would ruin the puppy houses reputation so they had different techs take the puppies to the vet and put them down in their names. We had to take the puppy to the vet, name it, say it was our puppy, drop it off to the vet, pay for it with our money then get reimbursed later because they were so worried that people would find out we had a parvo outbreak. But we did have a parvo outbreak and there were multiple people calling back in saying their puppies had parvo and the owners would say there's nothing they can do because there's no way they could have gotten it in our store because the puppy was fine when it left. If you showed any emotions whatsoever you got in trouble. If you were sad because a puppy was sick you were yelled at. The last puppy to be put down before I left was an aussiedoodle. My coworker loved that aussiedoodle and wanted to adopt him before he got sick and after he got

Irving Mendez: *Customer*

So we recently got our dog there , the manger Christian came in and took a look and everything was fine . He went over the payment and stuff he told us our monthly payment would be 100\$ and it would be every month . But turns out it more than 100\$ a month and it's every bi weekly not monthly.

Jamie Duty: *Customer*

We bought a Pomeranian and decided to do the loan process and just pay her off in a month. They said there was a \$250 filing charge or something along those lines so we decided to pay that on the debit card instead of having it added to the loan. We finished up the paperwork and we received an itemized detail of our loan and we didn't notice at the time but they added the \$250 filing fee to the loan. We contacted them and they gave us the go around about how it's different. My wife then emailed for a more in depth reasoning behind the \$250 charge and my wife simply said I'm not paying the same thing twice. They then threatened to call the police on my wife for larceny. I told my wife to drop it, these people are cons and \$250 isn't a big deal. Also to add to this, when I brought the puppy to the vet they had to give her certain shots again because the ones they had on file for her were prematurely given to her and her age and size did not make sense to be giving her those shots

Anonymous: *Customer*

The owner Andrea is my boyfriend's ex wife's sister. I tagged my boyfriend on the post that had gone viral, and he tagged Andrea in it and said "care to explain?" So she could at least tell her side of the story. But she took it the wrong way. She had gone through our information from when we purchased our dog 2 years ago (I didn't know about puppy mills back then) and pulled my phone number. She then calls me and screaming and threatened me that she was going to come over to our house and break our kneecap.

I was at work when she called and even though she wasn't on speaker my 2 coworkers could hear every word she was screaming at me. So I have witnesses. She then hangs up, I called her back to apologize if my boyfriend's comment was stressing her out but that I didn't appreciate how she was screaming at me and she could've talked instead. She then again starts screaming and threatened to hurt me again. And she hung up. Police was involved to protect ourselves from her. But the way she acted is not ok as a business owner. I hope this helps bring her business down.

I'd say that for smaller and more common breeds average price was \$500-\$1200

For more rare and larger breeds they would end up paying around \$1000-\$2500

So if the puppy is being bought at \$500... Normally the price would start at \$3200. Like almost always, that was the price it started at. Which when they first opened that wasn't the case. But they would use the whole "covid" card... saying that's why prices are higher. Because the puppies cost more to get in. Which isn't true... I saw how much they paid for puppies when they first started.

So if they end up selling a puppy at that \$3200... like without up selling or without insurance... Like just the puppy.

They would make a \$2,700 profit. The sales person would only get \$32 from that sale.

There were times they told me. 'You aren't here to be friends with your other coworkers. You are here to sell.'

Now I might be remembering this wrong, but i'm almost positive Andi told me that she thought... "by not being friends with your coworkers, and counting your Commission checks in front of your other sales team... it might make them work harder to be better" or something stupid like that. Those aren't exact words though.

One time I went up to Andi when I first started and said.

"I felt a little shady when I made that sale."

She then tells me, without hesitation.

"That's common in sales."

Like no... that really isn't the case... unless you are scammer!

So that never sat with me right

Also around the time that I hit the 3 month mark they didn't raise my commission. Didn't do that for the other sales people either. One point they raised the hourly a dollar. But that doesn't change much at all.

Another thing i was told is that. If you ever see a celebrity... the dog that is set at \$3500... is now \$11,000

Or if they knew someone had money. They would up the price of the puppy.

How would they know the person had money? Two ways. One, it literally could be someone from around town that people just know who have money.

Or the more common way....

When you see how much you get approved for. On one credit company that was used, someone could get approved for \$15,000 or even \$20,000.

sick she asked if she could care for him instead of putting him down. She said she would pay for the vet bills and she would nurse him back to health if they would just surrender him to her. They said no. Instead of giving her a free sick puppy she could have cared for and nursed back to health they decided to euthanize him. They euthanized quite a few puppies over the summer. Any puppy that came in that we saw have parvo was euthanized. It was a heartbreaking thing to see because I truly loved the puppies. Everyone I worked with loved the puppies. Those puppies were our lives for so long and even after getting off work we would go on our days off to check on them because we cared for them so much. The owners of the puppy house are the issue. The techs there really only care for the well being of their puppies. Those puppies deserved better than the puppy house."

In reference to euthanizing puppies: "We dropped them off and they went inside and euthanized them. I'm going to try to get my vet records today[at] Southwest emergency animal clinic. We went to St George animal clinic the most. They didn't like us much cuz we were a puppy store. However we hardly ever went to the vet. Andi, the owner didn't trust vets and wanted us mostly to treat them at the store. I took a puppy to red hills once and it got diagnosed with a heart murmur. I got yelled at later because I did not argue with the vet. We sold that puppy later that month. We went in for a health certificate and was diagnosed with a heart murmur. I forgot the grade. The vet said this puppy was not safe to travel. I got back to the puppy house, Andi yelled and degraded me because I didn't argue with the vet. She then took the puppy to a different vet. Didn't tell them anything about the heart murmur and shipped the puppy."

Anonymous Ex-Employee

Ex Employee prefers to remain anonymous and expressed, like other past employees, fear that the owners would recognize them and come after them. The following is a summary of things the employee witnessed at their time working for Puppy House.

"They would almost daily give incentives to customers if they were to give 5 star reviews.

Example...

5 star reviews for \$50 off

or

5 star review and you'll be entered in a raffle for a free puppy at Christmas time."

So when I got hired. I was promised

\$11 an hour plus commission. Which this was true. However, I was also told that after 3 months of working there your commission would raise a percentage.

Also, I should tell you the percentage you start off with is 1%!!

I've [worked] in retail sales and made more than that.

Most of the puppies they would get in would cost them any where from \$500-\$2500.

Anna Telford: Ex-Employee (Vet Tech)

Anna recorded her experience which can be viewed on video at this link: <https://bit.ly/3owN469>

Some notable quotes from her video:

"I heard how many dogs they put down due to Parvo. I had to do several Parvo tests. And they told me, if a dog did have Parvo, we couldn't track it in our app..." [The vet techs had access to an app where they kept a record of the dogs health/sicknesses]. And they were not allowed to put in the record, if a dog had parvo because it was "bad energy and bad vibes." Anna continues to tell her experience with a puppy that was sold to a family that was incredibly sick with pneumonia. The family tries calling the store to ask for help, but the owners Chris and Andi, allegedly blocked the family from calling the store. Which forced them to physically bring their dog into the store to ask for help. They bought the dog at The St George location, and when I asked Anna why the family brought their dog to the Washington location where Anna worked, she said, "I'm not sure why she brought it into our store I think it's because she was looking for Chris and when I called him he said he will be in a meeting and will not come in he would avoid that family at all costs."

Work Space for Vet-Techs



Which this starts a whole thing too. Because if someone was approved for that much. I was told to move very quickly and to use people's emotions! Because people will start to think about the money itself and other things.

Also if someone was approved for a larger amount. We automatically were told to add everything on there to upcharge. But without telling them... Then telling them, oh this stuff "comes with the puppy"

Even though it's almost an extra \$1000 to \$2000.

Also it's literally stuff that cost them nothing to do. Like literally activating the puppies microchip.

One time I watched Andi make a sale with a younger couple. Like maybe in their late teens, early twenties.

She had them sign the contract, telling them that it was to just check how much they were approved for. Then after that, they were starting to think more about if they wanted to really buy a puppy and wanted to just leave and think. Which is normal and fine.

But she was like... *"I'm sorry, you've already signed the contract."*

Because of that there isn't anything I can do. The money will start to come out even without getting the puppy. So basically they were forced into getting a puppy.

I watched her do the sale. She was very fast and didn't explain in much detail. Skipping through the contract just to have them sign. I think it was EasyPay finance as well. Which the interest rate is 189%

Like she made them think they were done. Also, there were times she would contradict herself in a sale. Telling us that the puppies had to have insurance. And it's illegal to not have it. Which I think was anywhere from \$199-\$499 depending on which one you got.

Which wasn't even like real insurance. It was a thing the puppy house offered. Even though it barely covered anything. But how she would contradict herself was that she would tell people no you HAVE to get this. It's illegal not too. just because she wanted that extra amount of cash. But as soon as the person was thinking about walking away. she would be like actually we are going to throw that in for free. Another time I sold two beautiful little puppies to someone who I worked a lot with. Helping them to find the perfect little babies. They ended up like me so much they literally wanted to tip me \$100. They even came in with cash. As soon as Andi heard about it, she wanted the price to be raised more. Because she saw that she had more cash. And said that they will make "a deal" for her.

They ended up, adding \$500 more. So she had to go get more cash. And even apologized because she didn't have enough to tip me. Which is fine because she didn't even have to... that was just her own kindness.

But Andi even said that I would get a bonus for that sale to the customer. Which was a lie if you can believe that."

puppy down for them but so many other employees were forced to and put it in there own names. They weren't even allowed to stay with the puppy when it went, instead it had to be alone with people it didn't know. Most of the puppies weren't even that bad off, if they were just to keep them at the vet to get there health up, but no. We were told the reason we put them down was to "not harm the other puppies and put them in danger" but if that was true then they could've easily sent them to the vet and kept them there, I mean they have PLENTY of money. But nope, it was all about money to them, they didn't care about the puppies. They also told us that once a puppy gets parvo they are done for and there is no surviving, so I thought we were putting them out of their misery. The last straw for me was when they put down the last puppy before I quit, we named him Teddy, he was an Mini Aussiedoodle. I was actually looking to buy him since I've always wanted one and he just had the most cutest personality ever. I got prequalified for him and everything but they only went down about \$300, which is what they would do for normal customers and I was so offended and my financial status wasn't quite as good as I was hoping for it to be so I didn't get him. After about a week he got very sick and we did a snap test on him and it came up positive... We did a few snap tests on him and it kept on coming up positive and he just kept on declining and declining. They then decided to go put him down but before they took him, I offered to put him into my care and I would take care of all the financial needs for him and take him to the vet to get whatever care he needed, but they refused... As I said goodbye to him, I looked into his eyes and they still seemed so hopeful, it absolutely broke my heart. After that I was done, I couldn't take it anymore, I quit after that. We actually had 4 employees quit that same day. We all cared for the puppies but the owners didn't, it was too heartbreaking...

Teddy



Anna Nielson White: Ex-Employee

So I started there in November 2020 to June 2021, I worked there as a Vet Tech and saw pretty much everything they did. So every Tuesday we got a shipment of puppies usually between 5-15 puppies when we got them we would check them to make sure they were up to standard health. Some of the conditions those puppies had were pretty bad, every time we got them they were extremely dehydrated they were panting and they were kept in small kennels in the truck from Pinnacle Pet. When we got them out they would be so excited because they finally got out it was so sad to see and some of them did have a higher temperature due to being in the trucks for hours. And when we opened our second location in St. George, we weren't getting enough puppies so we went with another delivery service. And this one was a lot worse than Pinnacle, one time we got a dog with a tick in his ear that we had to get out and dogs who had coughs.

Whenever we got a sick puppy we would keep them in the back until they got better, in these kennels that aren't that big. We had a Shiba-Inu and Rottweiler that were in the back for more than a month because they both had pretty bad coughs. We put towels over them so they "spread" their cough. All they wanted was to see out, the Shiba ate part of the towel so he could see through, he was the sweetest little thing too. The Rottweiler also ate the towel because he was stressed out and bored, he would then poop it out and eat it again, it was so awful. Whenever we cleaned out the kennels you could just feel how hot and humid it was. We didn't bathe them either, because it would "contaminate" the sink that we bathed them in, they both smelled so bad. The only time we let them out was to do the checks which only was maximum 5 minutes; during the checks we checked their temperature, weight, and behavior. During their check we couldn't use "negative words" because it "looked bad," such as lethargic, tired, sad, bored, etc.

Nothing made sense there. We couldn't show too much emotion or we would get in trouble, such as be sad when we put a puppy down. We were always watched and listened to, in the back and the front, we were never to talk negatively about anything we did or else we would get talked to. They would change the rules all the time, if we didn't say the right things to the customers we would get in trouble. I mean we got in trouble for asking too many questions, it was just awful.

They made us lie ALL THE TIME! Like we lied about monthly payments, co-signing on a loan (which isn't a thing), prices, when talking about the breed of the dog, just everything. We had a French Bulldog that all the employees thought was deaf. Every time we tried to wake her up she wouldn't move, every time we clapped or tried to make noise she wouldn't react. But the owners didn't care as long as they got their money, it was always about money for them. That French Bulldog made them a lot, I don't remember how much specifically that French bulldog was but usually French bulldogs go for around \$10,000. So they didn't care, as long as the customer didn't realize. They did this kind of stuff all the time, as long as they got their moneys worth.

Near the end we put down about 4 puppies all around a month or two, it felt like so much more than that but that's all I remember. They were all so sad to watch, I thankfully never had to put a

12:46



- 10/19/2021 Weight 2.0 Internal Vet.Techs 🌐
Temp 100.3
Silly happy curious
Gave nutrical and
stress drops
Morning check
RJ
- 10/18/2021 **ears are curling Internal Vet.Techs 🌐
back probably
because he's going
through his teething
phase. I read some
threads online to
see if it causes any
issues and so far it
seems like it
doesn't. the
threads said that
over some time the
ears will go back to
normal. like within a
few weeks to a few
months. just in
case keep an eye
on his ears. let
victoria know about
this**
KS
- 10/18/2021 afternoon check Internal Vet.Techs 🌐
weight 2.0
temp 101.5
gave nutrical and
karo
hyper playful sweet
KS
- 10/18/2021 Morning check Internal Vet.Techs 🌐
Weight 1.14
Temp 100.1
Curious
Silly

The following are images provided by an *anonymous ex-employee* from the app that vet-techs used to record the health of the puppies.

12:53 
sweet
KS
6/2021 Morning Check Internal Vet.Te
Weight 4.4
Temp 101.5
Playful, Exciting,
Loving
SC
5/2021 I heard him cough a Internal Vet.Te
few times so I put
him in the back
not sure if he was
just coughing, as in
getting something
out of his throat, or
like "sick coughing"
like kennel cough
that's been going
around so I'm just
being cautious!
KS
5/2021 Bathed and blow Internal Vet.Te
dried
SC
5/2021 afternoon check Internal Vet.Te
weight 4.4
temp 100.5
out salvation on

km.petkey.org

12:55



Cuddly, Calm
Other:
-ASH
1/10/2021 Morning check Internal Vet
weight 5.2
temp 101.1
gentle shyness
quiet
VR
1/9/2021 When eating, Shiba Internal Vet
tends to lift up her
leg (sometimes
both) and balance
on her front paws.
Checked legs to
see if hurt but
seemed just fine.
Cute characteristic.
SC
1/9/2021 2nd day dewormer Internal Vet
given
SC
1/9/2021 Afternoon Check Internal Vet
Weight 5.4
Temp 100.6
Gentle, Calm,
Smart
SC

km.petkey.org

1:09



	Springs, MO	0010	
Betty Lawson	Mtn Grove, MO	43-A- 8 0516	
Jett Arba	Vian, OK	73-A- 7 2089	
Joseph Miller	Houstonia, MO	43-A- 7 5790	
ANITA GUSTIN	BERRYVILLE, AR	71-B- 7 0123	
Nathan Fleming/Terry and Howard Buening	Neosho, MO	43-A- 7 3947	
Tabetha Cannon	RICHLAND, MO	43-A- 6 4566	
Titus Coblentz	TUNAS, MO	43-A- 6 6163	
Dustie Gardner	Anderson, MO	43-A- 5 6385	
Countryside Pets	Versailles, MO	43-A- 5 6286	
DONALD PULLEN	BIG CABIN, OK	73-B- 4 1822	
Sonny Hearne	SULPHUR SPRINGS, AR	71-A- 4 1363	

Current Pets:

Avg. Age: 12 Weeks 1 Days

Pet Types

The following is a list of their "breeders" which are currently being researched and seen as puppy mills..

1:09



Breeder	Location	Usda	# Pets
Burnett's Playful Puppies	Exerter, MO	43-A-5826	15
Oak Leaf Kennel	Verona, MO	43-A-6128	14
Bernie Benksen	LAHARPE, KS	48-A-0907	12
Debbie Phillips	Long Lane, MO	43-A-1353	12
Carol Novak	Phillipsburg, MO	43-A-4543	11
Glen Reed	Sheldon, MO	43-A-6220	10
Genny Nichol	Winona, MO	43-A-2678	9
Maxine's New Pets	Versailles, MO	43-A-6370	9
Daniel Weaver	Jerico Springs, MO	43-A-6013	8
Betty Landrum	Mtn Grove, MO	43-A-0516	8
Jeff Webb	Vian, OK	73-A-2089	7
Judson Miller	Houstonia, MO	43-A-5790	7
ALAN GUSTIN	BERRYVILLE, AR	71-B-0123	7
Marsha Patricia Tero and Howard Buehler	Neosho, MO	43-A-3947	7
Tigetha Cannon	RICHLAND, MO	43-A-4566	6
Traci Johnson	TUNAS, MO	43-A-6163	6
Dee's Kennel	Anderson, MO	43-A-	5

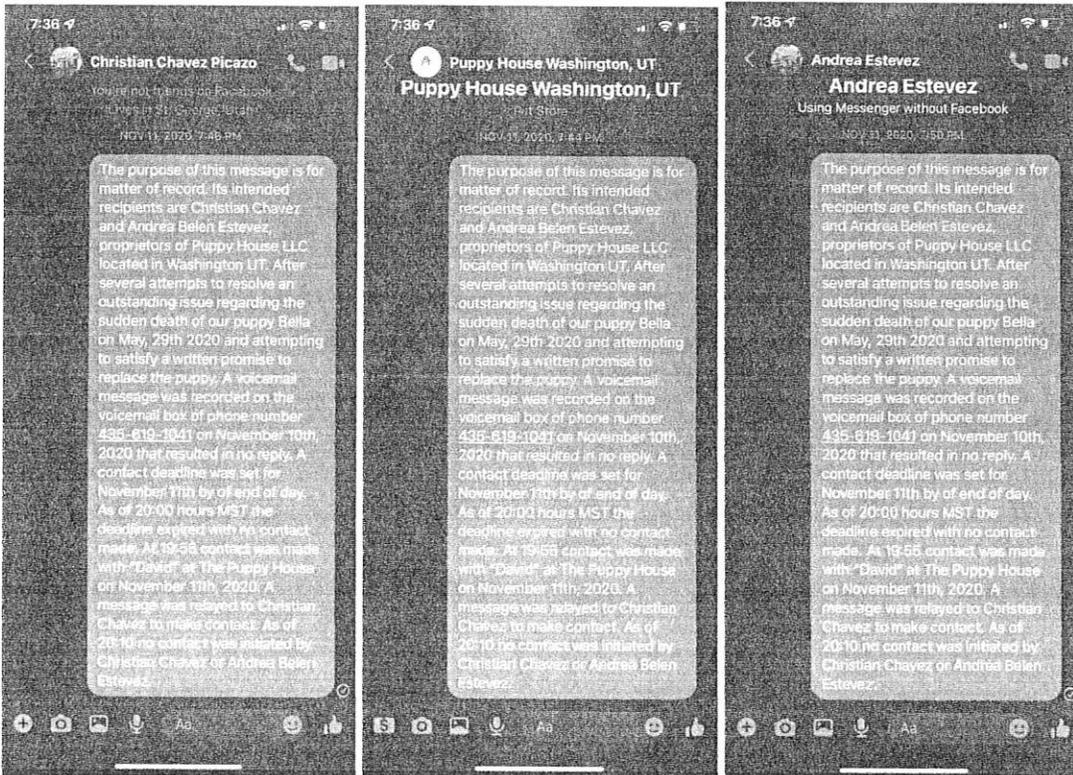
* km.petkey.org

Jaene Smith: Customer

I bought my sweet little Iris, Cavalier King Charles Spaniel, back in September. She was 14 weeks at the time of purchase and I have record of all of her vaccines and family pictures and family tree (which is how I found out she came from a puppy mill). Just yesterday she was very sick so I took her to the vet and there I found out that she did get her shots but she got them super early! At only 3 weeks old! And ever since I got her she has had this really bad gag/cough and I still don't know what that is. She also has Coprophagia that I am still currently working on. When I walked into the puppy house I didn't even see her at first because all of the other pups were freaking out and barking and wanting to be pet and she was just laying there all alone in her glass box. Another thing that concerned me was when I was going through the purchasing and whatnot the employee that was hold her asked the lady in charge if the puppy needed to be taken to the back to "get ready" and from the other posts I've seen she was possibly seeing if the pup needed to be medicated, but like I said before she was already very lethargic. When I brought her home she slept for a few hours. But now she is very happy and playful! I am not happy I put money into the puppy house business but I'm happy I could save her.

Anonymous: Customer

"My family and I wanted to share our story. I messaged both owners via messenger and the store." See below



1:12



2m

B

Top Breeders:

Breeder	Location	Usda #	# Pets
Burnetts Playful Puppies	Exerter, MO	43-A-5826	15
Oak Leaf Kennel	Verona, MO	43-A-6128	14
Bernita Bernsen	LAHARPE, KS	48-A-0907	12
Debbie Phillips	Long Lane, MO	43-A-1353	12
Carol Novak	Phillipsburg, MO	43-A-4543	11
Glen Reiff	Sheldon, MO	43-A-6220	10
Genny Nichol	Winona, MO	43-A-2678	9
Meadow View Pets	Versailles, MO	43-A-6370	9
Nelson Weaver	Jerico Springs, MO	43-A-6013	8
Betty Lawson	Mtn Grove, MO	43-A-0516	8
Jett Arba	Vian, OK	73-A-2089	7
Joseph Miller	Houstonia, MO	43-A-5790	7
AMITA GUSTIN	BERRYVILLE, AR	71-B-0123	7

received it. When we did our loan they NEVER looked at our ID's and Never confirmed our identity's. Something awful is going on there

[In regards to paying extra for the dog being ESA registered] I knew you have to get a doctors note, but they advertised a certificate for housing that i could use in the meantime! NOT a real thing and i payed 300 for it!

The original reason i went in there was for a mini aussie puppy, I was SO excited to get it and halfway through the paperwork i looked down and realized the puppy was a boy. THEY HAD HIM MARKED AS FEMALE ON THE CAGE

THEY HAD TO CHECK THE PAPERWORK BECAUSE THEY DIDNT KNOW HIS GENDER we wanted a girl dog because our upstairs second bedroom smelled faintly of dog pee when we moved in and i was afraid of a boy pup marking. IF I HADNT LOOKED I NEVER WOULD HAVE KNOWN."

When I asked for paperwork or receipts: "THEY DIDNT GIVE US ANY PAPERWORK EXCEPT A FAMILY TREE, SHOT RECORDS AND A MICROCHIP REGISTRATION! NOT EVEN A RECEIPT. They said everything would come in our email by morning and IT NEVER DID. When we did our financing we had to sign it through a email on our phones, when the email came to my phone CHRIS TOOK MY PHONE AND SCROLLED TO THE BOTTOM THEN HANDED IT BACK TO ME AND TOLD ME "just click this button nothing else is important" and i found out next day he scrolled through THE ENTIRE CONTRACT"



.cont'd

"He strung my wife and I along for nearly a year after promising via email to "make it right" by getting us another puppy. I finally messaged him his girlfriend and the store and got no reply. The guy is a thief. We filed a complaint with BBB and they promised to resolve the issue and didn't. After nearly \$4,000 and two days of ownership all we were left with was a tiny urn of ashes. We had our Bella for 2 days when she started having massive seizures. I notified the owners immediately and they had me take her to the Vet to get a diagnosis. I took her to a vet in St. George and one in Vegas but at the Vets recommendation we had to put her down since it was inhumane to run any more tests. She was very sick. He [the vet] suspected liver shunts but she was too sick to run the additional tests. She would have had to hang on for two more days to run the additional tests. There initially was contact with Christian Picasso, one of the owners. But once I got upset and sent him the messages above and called the store threatening to sue him I got no response.

This was after nearly a year of messaging back and forth. Trying to get him to get us another puppy. Honestly the experience was super painful and traumatic for myself, my wife and my boys. When we read the news article it brought everything back. I would like to remain anonymous since judging from the experiences of others, they can be extremely vindictive. The last thing I need is for them to do something with my financial information."

Melody Tomer: Customer

"The the original problem was them lying about our loan. we were overpaying for the dog in the first place but when i didn't get approved for the 4000, they asked me if my boyfriend would "co sign" he agreed and they said it worked. our payments would be around 150. the next day when i got my contract that was not the case. they gave us two SEPARATE loans for 2000 each and we had no WEEKLY payments of 150. meaning we were paying 600 a month for the dog which we could NOT afford. When I tried to have the dog returned the next day because they lied they had the "police" call me and said if I returned the dog it would be a felony. I checked with the police the next day and that was false. Someone impersonated a police officer. Then I went online with my story and they were very upset. They ran my credit 3 times in retaliation. This was the second time i had to contact the police. When I again posted publicly about this they threatened me. They couldn't even spell their threats correctly. After taking our dog to the vet her shot records were very incorrect. She had to have 3 more rounds of shots because they weren't given to her correctly. Her microchip was also not programmed as promised. Our dog also walks with a slight hip issue because she was kept in such a small cage so long. We brought her into Modern Pet store to get some treats a couple days after we got her and an employee asked us where we got her. I let her know where but said i would NOT recommend them. Funny enough she used to work there. I mentioned to her how our dog has been so tired since she came home. We found out unfortunately that the dogs while in the store are given caffeine and sugar everyday to be excited when people come in to purchase them and she was going through with drawls. Sure enough I added some sugar to her water and she perked up. SO much is wrong with this place. We also payed extra to have her ESA registered and never

Puppy house 16w
can have some help from you guys X

my credit union told me it was.

can you explain these emails then?

You are a slanderer; we won't be messaging back and will proceed with legal action. Your bullying tactic of posting on social media was screen shouted and will be used in the case of trying to harm a good business



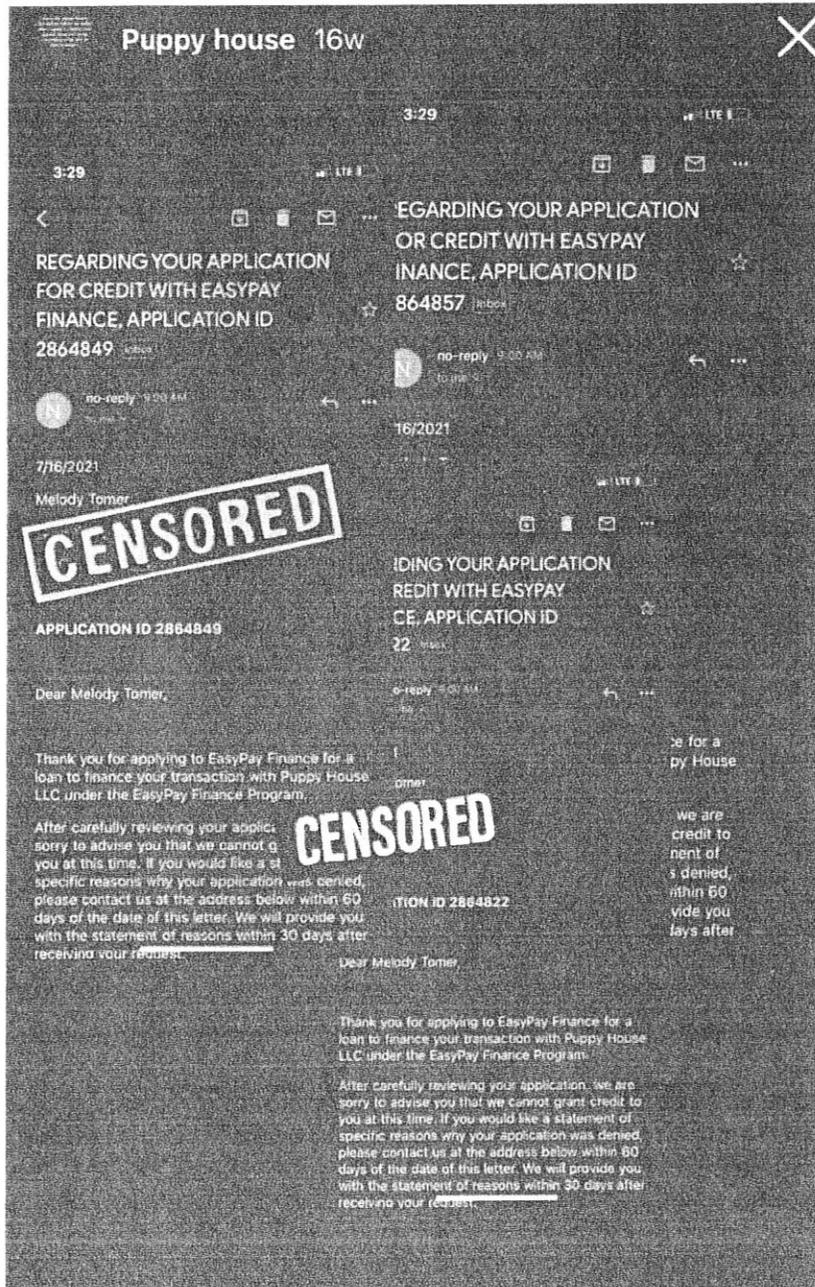
tactic* screenshotted*

yall-

also i have multiple former employees behind me who are willing to testify on your business practices. I don't want to slander you. I want you guys to fix the harm you have done to my life (as well as many other people)

i'm not threatening you and i never have. i'm just telling my own story. i am allowed to share my own experiences.

The following are screenshots of conversations between Puppy House and Melody.



Gabriela Hurtado is a previous *customer* who is currently in the process of trying to take Puppy House to small claims court. Gabriela is the woman who's story Anna Telford speaks of in her video of her story.

Gabriela Hurtado: *Customer*

I also had a very bad experience with the puppy house at the St George location. I've been very hesitant to come forward because I want to take them to small claims court and I don't know if going public will affect my case. Either way I want to help close them down. My puppy was diagnosed with upper respiratory infection that was not treated and then turned into a severe case of pneumonia. Anna, the one who posted the video, was talking about me and my family. I have vet records and recorded conversations with Christian Chavez and Victoria, the store manager. I'm filling out paperwork for small claims. From what they told me they're going to call for a hearing and then go to a small trial where I won't need a lawyer or anything and they'll demand the puppy house to pay me the compensation

June 28, 2021

My husband, my kids, and I went to the Puppy House on River Rd to see the puppies. We all fell absolutely in love with a gorgeous, brown, and white Victorian Bulldog. We noticed she was wheezing and dry heaving but a lady named Victoria told us that that was the nature of the bulldog. The puppy also had green/yellow mucus and Victoria also told us that it was completely normal since bulldogs tend to suffer from a lot of allergies. We took the puppy home that day and named her Lola.

At home, Lola spent the evening sleeping and was very lethargic. She did not want to eat or play with any of her toys. During the night she woke us up several times because of the coughing, dry heaving, and wheezing.

June 29, 2021

In the morning I called ALL of the veterinarians in the area asking them if it was normal for a bulldog to be dry heaving and coughing so much and to have green/ yellow mucus from her nose and was very lethargic to the point where she wasn't eating or drinking anything. They all told me no, but none of them had an availability for her to be seen that day until the emergency clinic opened up at 5pm. I called Southwest Emergency Clinic at 5pm letting them know about Lola's condition and they suggested I take her in ASAP. Before I did, I called the Puppy House and spoke to Victoria where she assured me that bulldogs have difficulty breathing and that it is completely normal for her to be making strange noises. She also repeated that the mucus were only allergies, they took her to the vet and that is what they told them. She suggested that if the wheezing continued I should just give her "Children's Robitussin".

I took her to the emergency vet after that phone call just for reassurance she was ok. She was diagnosed with advanced pneumonia by Dr. Strasser. (See Patient Chart)



first they lied about the
type of loan

7:00



we were

getting and
then when

we told
them

we couldn't
afford

the
payments

they
offered me

no help

Please share this as much as you can to make more people aware of what [Puppy House Washington, UT](#) is doing. So no one else gets scammed out of thousands of dollars. Nathan Tamplin and I wanted to buy a dog and found a beautiful golden retriever we fell in love with at The Puppy House St.George location but we weren't sure if we could afford it or not. Looking back we should have 100% rescued a dog from the shelter, but once we saw the puppy we took home we were set. We paid about 4000.00 for a golden retriever puppy without knowing how much the dog was actually worth. After doing research about this, the dog was probably worth about 1600. This isn't the issue though, that part was on us. I sat down to see if I could get approved for financing and was told I was only approved for 2000. I was disappointed but accepted this and was prepared to leave when they brought in the owner Christian. He told us he would try one more thing and could possibly get us approved. He then asked my boyfriend if he would like to cosign on the loan so we could get approved for enough to purchase the puppy and so that we could get the lowest payment possible. Nathan said yes and they added him onto the loan, and told us we were approved for the full amount with a payment around 150\$. We were excited. We could easily afford this split between the two of us and we could take the puppy home that day. They had me sign a contract digitally which I read, and it had TEN pages. Keep that in mind. I agreed and signed this contract. They said in order to get our copy of this contract we signed it would come to our email in 24 hours. We left thinking we cosigned on a 4000.00 loan and had a monthly payment of about 150\$. Two days later I got a text saying it was time to pay our bill. This is when I also thought about the fact I hadn't seen the contract in my email and I looked for it. When I found my copy, I saw I had a loan for 2000.00 and this is when I realized something was wrong. I then checked my boyfriends account and realized we had two different ~~account~~ numbers. We had not cosigned a loan for 4000



refund us what we had paid for her since she was already sick when he got her and he reminded me that all sales are final and there are no exceptions. He also suggested I give her some oxygen booster and treat her at home so the vet bills won't continue to go up. Chris told me they had a bulldog puppy a couple years ago that also had pneumonia and they were able to treat him in-house. I asked how they monitored his oxygen intake since the vet told us that without Lola receiving any oxygen her intake would drop down to 80% which was very dangerous. Chris told me that the puppy's intake was down to 60% and the puppy lived and had a pretty good life. He also told me he was talking to his insurance where they were going to send a check either Monday or Tuesday to refund me what I had spent so far on Lola's medical bills.

My mom and I headed over to Sportsman's Warehouse and bought two cans of oxygen booster. We brought Lola home that evening and started spraying her for ten minutes every hour as Chris suggested. I didn't feel confident on what I was doing so I took her back to Southwest Vet where she stayed the night.

July 2, 2021

I picked Lola up from the emergency vet and took her to Washington Family Vet.

I spoke to Victoria to give her an update on her health and let her know the Dr that had seen her that night said there wasn't much difference in her health. I also let her know I tried the oxygen booster and didn't feel confident if she was actually receiving any oxygen or not.

Dr. Gillespie called to give me an update and said he gave her another dose of antibiotic and suggested I take her back to Southwest for the weekend to continue her oxygen treatment.

I looked for Chris that evening around 5pm and he was no longer at the store. I spoke to two of the employees there, Rebecca and Anna where I explained everything that was going on and that I needed to speak to Chris to see if I could get, in writing, answers about a check that was supposed to get here on Monday or Tuesday of the following week. At the beginning they were both very hesitant to give me any answers on where he was or if he was coming back or if I could talk to him over the phone. After Anna tried calling him he said he was at a meeting and was not going back to the store and suggested I talk to Victoria, again. I asked Victoria if I could get everything in writing and she said she was going to let Chris know but unfortunately could not make any decisions herself, Chris had the last word with everything.

I received an email from the puppy house with a picture of the first page of the contract explaining that the 15 day viral guarantee only covers \$500 of medication.

July 3, 2021

My husband and I received an email from Andrea Estevez letting us know, in writing, that they could offer \$1,500 plus the \$500 of medications. If we didn't agree then further communication

June 30, 2021

I picked the puppy up at 7:30 am and transferred her to the Washington Family Vet Clinic where she saw Dr. Gillispie. (See Patient Chart) I went to the Puppy House to look for the store owner, Christian Chavez, but I was told he wasn't there and nobody knew if he was going to go, at what time he was going to go, or if he was going to show up at the Washington, or St. George store. I talked to Victoria (See recorded conversation) and I told her everything that had happened so far. She assured me the puppy was taken to the vet at St. George Animal Clinic on Tabernacle and everything was alright with her before she was sold to us. She also said she was going to talk to Chris and let him know everything that was going on and will let me know what he decides. After talking to her I received a call from Dr. Gillespie just for an update on Lola's health and I asked him if he could call the St. George clinic and get some type of medical records from when she was taken over there.

Later that day I called the Washington Puppy House and asked for Chris, they told me he wasn't there at the moment and they didn't know when he was going to show up. My sister was on that side of town so I asked her if she could check to see if he was actually there or not. Victoria then called me and told me Chris was out of town on business when my sister let me know Chris was at the Washington store. I asked Victoria not to lie to me and I didn't understand why they were making such an effort to hide from me. She assured me it was just a mistake and that she thought he was actually out of town but she was wrong.

I talked to Chris and again let him know about everything that was going on and he just said he was going to talk to Victoria and let me know how they can help me out with the vet bills. He also said Lola was taken to the vet on Friday June 25th where she wasn't detected with any type of pneumonia and was "greenlighted" to be sold. He let me know about the 15 day viral guarantee and asked me to send him all of the invoices and xray's.

I picked Lola up from the vet at 5:00pm where Dr. Gillespie let me know Lola was seen at the St. George Animal Clinic on June 9th for an upper respiratory infection. She had not been seen again since then.

July 1, 2021

I picked Lola up from the Southwest Emergency Vet and transferred her to the Washington Family Vet so she can continue her oxygen treatment. (See Chart)

I talked to Victoria that morning to give her an update. She suggested I start treating her at home with some oxygen booster.

I picked Lola up from Washington Family Vet and stopped by the Puppy House so he could see the puppy, her IV, and hear her cough. She was sleeping when I took her in. I wanted to see if he had an update for me about the vet bills or to see if they could take the puppy back and

Date	By	Code	Description	Qty (Variance)
			Mild lung sounds on auscultation	

ASSESSMENT SECTION

NOTES

Pneumonia

PLAN SECTION

NOTES

Continue on O2 therapy throughout the day. Coupage q4 hours. Antibiotics given at SWEC will not be due again until this evening. Will not need radiographs this visit.

07-02-21	AG	APPT\$	Appointment notes for 07-02-21	
			DA, transfer from SWEC, oxygen	
07-01-21	AG	CHKO	Patient Check Out	
		503	Radiograph, Additional View	2
		731	Oxygen Administration, Hour	5
		745	Hospitalization, Level II	
			Client Instructions - Recommend continuing treatment at SWEC overnight	

Age: 14w Temp: 101.00 Respiration: 48.00 Pulse: 128.00

SUBJECTIVE SECTION

BAR. Still mildly lethargic but much better than yesterday.

OBJECTIVE SECTION

Will stand up and wag tail when examining

ABNORMALITIES

Respiratory
Mild lung sounds on auscultation

ASSESSMENT SECTION

NOTES

Pneumonia

PLAN SECTION

NOTES

Recheck radiographs
Coupage q 4 hours
Challenge out of O2 = dropped to 80%.

06-30-21	CB	ZP5487	PNEUMONIA	
----------	----	--------	-----------	--

would be through attorney's only. I denied her offer and my husband explained her medical bills were a lot more than \$2,000 and it was only fair if they paid the whole thing.

She never responded.

The following 3 pages are copies of the paperwork from Lola's vet.

Date By Code Description Qty (Variance)

06-30-21 AG RAD2VIE Radiographs Primary w/ Additional View
 9901 Complete Blood Count CBC (In House)

Test Result Flag Normal Range Measure
 Low High

ElementHT5 06-30-21 4:40p

Leukocytosis, Neutrophilia, An

Test	Result	Flag	Normal Range	Measure
			Low High	
WBC	42.99	H	6.00 17.00	10 ³ /uL
NEU	39.88	H	3.62 12.30	10 ³ /uL
LYM	1.45		0.83 4.91	10 ³ /uL
MONO	1.32		0.14 1.97	10 ³ /uL
EOS	0.26		0.04 1.62	10 ³ /uL
BAS	0.08		0.00 0.12	10 ³ /uL
NEU %	92.8	H	52.0 81.0	%
LYM %	3.4	L	12.0 33.0	%
MONO %	3.1		2.0 13.0	%
EOS %	0.6		0.5 10.0	%
BAS %	0.1		0.0 1.3	%
RBC	4.10	L	5.10 8.50	10 ⁶ /uL
HGB	10.5	L	11.0 19.0	g/dL
HCT	29.0	L	33.0 56.0	%
MCV	70.6		60.0 76.0	fL
MCH	25.6		20.0 27.0	pg
MCHC	36.2		30.0 38.0	g/dL
RDW %	16.8		12.5 17.2	%
PLT	336		117 490	10 ³ /uL
MPV	9.8		8.0 14.1	fL

IVLSO Requisition 42275-1165665

Test Result Flag Normal Range Measure
 Low High

Catalyst One 06-30-21 9:31a

Test	Result	Flag	Normal Range	Measure
			Low High	
GLU	104		77 150	mg/dL
CREA	0.2	L	0.3 1.2	mg/dL
BUN	4	L	7 29	mg/dL
BUN/CREA	19			
PHOS	6.9		5.1 10.4	mg/dL
CA	10.0		7.8 12.6	mg/dL
TP	6.0		4.8 7.2	g/dL
ALB	2.6		2.1 3.6	g/dL
GLOB	3.4		2.3 3.8	g/dL
ALB/GLOB	0.8			
ALT	32		8 75	U/L
ALKP	136		46 337	U/L
GGT	0		0 2	U/L
TBIL	0.1		0.0 0.8	mg/dL
CHOL	155		100 400	mg/dL
AMYL	479		300 1300	U/L
LIPA	297		100 1500	U/L
Na	144	L	145 157	mmol/L
K	4.4		3.5 5.5	mmol/L
Na/K	33			
Cl	110		105 119	mmol/L
Osm Calc	284			mmol/kg

1271IDX Chem 21
 731 Oxygen Administration, Hour
 MDCWST Medical Waste Fee
 BLDDRW Blood Draw Fee

5

Washington Family Veterinary Clinic

Patient Chart

Printed: 07-02-21 at 5:29p

CLIENT INFORMATION

Name	Gabriela Hurtado (18289)	Spouse	Rony
Address	1143 N 1340 W Cir #2 St. George, UT 84770		

PATIENT INFORMATION

Name	Lola	Species	Canine
Sex	Female	Breed	Bulldog, English
Birthdate	03-23-21	Age	14w
ID		Rabies	
Color	Brown and White	Weight	10.00 lbs
Reminded	(none)	Codes	

Reminders for: **Lola** Last done

06-30-22 Exam/Office Call

Follow Ups for: Lola

06-30-21 emailed X-Rays

HEALTH HISTORY SUMMARY

Date	Diagnosis
------	-----------

06-30-21 PNEUMONIA

Lola's weight history (in lbs)

06-30-21	10.00
----------	-------

MEDICAL HISTORY

Date	By	Code	Description	Qty (Variance)
07-02-21	JK	FNOTES	By: NO, Follow-up notes NO: 07-02-21 at 5:21p: Dr. King advised O to transfer patient to SWEC for further care throughout holiday weekend.	
07-02-21	AG	CHKO	Patient Check Out	
		1145	Convenia 2 week injection	
		731	Oxygen Administration, Hour	5
		745	Hospitalization, Level II	
		CHK	Patient Check-In	

Age: 14w Temp: 100.90 Respiration: 36.00 Pulse: 148.00

SUBJECTIVE SECTION

BAR. Up and wagging tail whenever O2 cage door is opened.

OBJECTIVE SECTION

ABNORMALITIES
Respiratory

Date	By	Code	Description	Qty (Variance)
------	----	------	-------------	----------------

General
Puppy is very lethargic

Normal Systems: Integument, Musculoskeletal, Cardiovascular, Digestive, Urinary, Genital, Neurologic, Lymphatic, Other

ASSESSMENT SECTION

NOTES

Radiographs reveal no change in the last 12 hours when compared to SWEC radiographs severe pneumonia. Diagnostic bloodwork reveals leukopenia confirming inflammatory process, likely related to pneumonia.

DIAGNOSES

PNEUMONIA

PLAN SECTION

NOTES

Oxygen therapy throughout the day.
Return to SWEC Overnight.
Obtained medical records from visit at Animal Clinic of St. George on 6/9/21. Diagnosed with Upper Respiratory Disease and placed on Clavamox suspension at that visit. Suspect this pneumonia is remnants of that condition.

06-30-21 AG APPT\$ Appointment notes for 06-30-21
D/A transfer from SWEC

Date	By	Code	Description	Qty (Variance)
06-30-21	AG	IVLSO	Requisition 42275-1165623	
	<u>Test</u>	<u>Result</u>	<u>Flag</u> <u>Normal Range</u>	<u>Measure</u>
			<u>Low</u> <u>High</u>	
Catalyst_One 06-30-21 9:08a				
	GLU	103		mg/dL
	CREA	0.2		mg/dL
	BUN	4		mg/dL
	BUN/CREA	18		
	PHOS	6.7		mg/dL
	CA	9.7		mg/dL
	TP	6.6		g/dL
	ALB	2.5		g/dL
	GLOB	4.1		g/dL
	ALB/GLOB	0.6		
	ALT	24		U/L
	ALKP	131		U/L
	GGT	--		U/L
	TBIL	< 0.1		mg/dL
	CHOL	150		mg/dL
	AMYL	483		U/L
	LIPA	297		U/L
	Na	144		mmol/L
	K	4.4		mmol/L
	Na/K	33		
	Cl	109		mmol/L
	Osm Calc	283		mmol/kg
DROPOFF Day Admission Charge				

06-30-21 CB CHK Patient Check-In

Age: 14w Weight: 10.00 Temp: 100.50 Respiration: 168.00
 BCS: 2.00 / 6.00

SUBJECTIVE SECTION

Transfer from SWEC has pneumonia. Owner reports she purchased the puppy from the Puppy House on 6/28 at approximately 7:00 pm. Puppy was showing symptoms of difficult breathing and had a green and yellow mucous coming from nose. Puppy House staff informed owner that this was normal presentation for a bulldog puppy and that a veterinarian had looked at her prior to purchase and deemed her healthy, and that she just had allergies.

PROBLEM LIST

Breathing - Open Mouthed
 Coughing

OBJECTIVE SECTION

QAR, dyspnic.

ABNORMALITIES

Eyes, Ears, Nose, Throat
 Mucoid nasal discharge

Respiratory

Both lung fields auscult with loud crackles and wheezes

The paperwork I signed for the loan in the office was on a tablet and it was just to run my credit so I was told. I kept asking what my payments would be exactly and she said the loan company would contact us after with that info. That seemed weird. She then said I had to pay 500\$!down so I did. They brought me paper work to sign but it was about 3-4 papers. They were options to pay extra for more health coverage and I asked for it but they said don't worry she's healthy. I asked again and they said if anything is wrong in next week to take her to the vet and they will pay. I intended to get her checked up. We were all happy, got her little food and crate and left. She was so chill. They said that's just the breed. Guess the term is lethargic. She just slept when we got home. And weezed. I have video of her struggling to breathe all night. Next morning we knew we Needed to take her to the vet but we couldn't get in we just tried to clean her nose in the green boogers the best that we could. when we tried to feed her that next morning we noticed that she was not capable of sitting up and putting weight on her front paws she was unable to walk she couldn't bear any weight on her legs at all. She had a hard time eating and drinking are you able to get her into the vet who diagnosed her with a few genetic issues with her nose in her tail and also a bad respiratory infection and dehydration. Over that next week, she had shown us much love and loyalty but very fearful of any other person or child. To this day, she still runs from anyone and we have always had people and kids around. Within the following weeks of first getting her, multiple vet trips. She has a recessed vulva so recurring kidney, bladder infections and yeast infections. She also had Cherry eye surgery but that is common with the breed. Later that night that we got her, I got an email from the lending company with my loan docs "I signed". None of that paper work was anything I saw or signed. It stated the loan amount for 10k, interest of around 5000k and no where showed the 500\$ down I paid. It also showed I agreed to the almost 400\$ a month payments which nope. So I wouldn't pay the loan. It was fraud as far as I was concerned. Last month I was able to get the account closed and they wrote it off and a charge off. I still tried to dispute it to get it and the hard inquiry deleted. Guess what- they just re added the loan all over to my credit. I will be appealing it again as I do not believe it is fair that I didn't sign what is there and I didn't agree to the amounts put on it. Not to mention the lies about the dog. We are so thankful we were able to rescue this dog from them and from a potential person to get her and breed her again though as she is very rare coloring. That's our hell with them. Only paperwork they gave me was the receipt of the almost \$500 down and her file of her parents. Then I have the loan company email of documents that have a typed signature but it's nothing I signed in real life or even saw. I don't have copies of the hard copy stuff I signed there. I should have took pics or asked."

Anonymous: *Customer*

"The owner Andrea is my boyfriend's ex wife's sister. I tagged my boyfriend on the post that had gone viral, and he tagged Andrea in it and said "care to explain?" So she could at least tell her side of the story. But she took it the wrong way. She had gone through our information from

Gabriella Hurtado contn'd.

This is the patient chart from Family Vet Clinic. Lola would be hospitalized all night at the emergency vet clinic and in the morning I would take her to Family Vet so she could continue her treatment and then I would pick her up at 5pm and take her back to the emergency vet and did this for a whole week.

Washington family vet is right behind the store. Since Chris wouldn't answer my calls and eventually blocked my number, I went in several times so he can see her condition. Her eyes were bulging out and she was super weak and lethargic. Chris told me MULTIPLE times to stop taking her to the vet and treat her at home with some hikers oxygen because the vet was just trying to get money out of me and that all of the treatment was unnecessary. He also told me the puppy looked fine when she clearly didn't. Thankfully she's doing a lot better now. She's obviously a bulldog so she gets pretty tired and grunts all the time but something the vet told me was her cough and lungs are never going to be the same. She still takes some mushroom supplement I got at the pet store to help with her coughing and we have to be careful with the weather, her exercise, and continue to give her her supplements because of her pneumonia.

Video of dog coughing 12 hours after reception can be provided

Makenna Pierce: *Customer*

"So we were coming home from dinner and saw the new location had opened and we pulled in "just to look". My dog had passed away 6 months prior. Myself, spouse and child are all disabled. If we were to have gotten another dog, it had to be small again so we could care for it. When we walked in, my son was drawn to a puppy in the back who of course was adorable. The puppy would not get up but wouldn't let go of eye contact with my son and was rubbing her head on his hand. (I have video). My spouse loved her as well. I was like great because I assumed it would be a big dog. Which I mentioned. Looking around, half the dogs weren't very lively. We focused on that first pup. I didn't plan on buying a dog from them ever. Or a dog at all as I was still mourning my pup. We asked if we could hold the dog but they said not without running our credit. We asked if they had a room to play with the dog and they said we can only hold her. Andrea said let's just run your credit and see what you're approved for. It won't be a hard inquiry on your credit - will be like when you get a cell phone. (Lie lie lie because it was a hard inquiry and dropped my score over 30 pts). I hesitated because the dog she told me was over 10k. That was insane. Andrea then told me payments would be around \$130 a month and to just run my credit. So I gave my info and I was all hyped up. My spouse and child continued with the puppy. They let us hold her once we started applying for the credit. Apparently my 740 credit score was only approved for 9200 so she said her manager said we could take it for 9200\$. I asked about the dried green snot on her nose and they told me it was just the coloring of the dog. They told us not to worry about her size that she's a MINI English bulldog and had akc papers. (Well that was ALL a lie. First- if she was a mini then she's not akc papered. Second we find out she's not a mini because she's 9 months now, 17 inches tall and 52 lbs as a female English bulldog. And yep still no papers.)

unless any contract, term, agreement, or provision, between the Parties is deemed invalid, and any provision shall be deemed severable and enforceable separate and apart from the contract, term, agreement, or transaction deemed invalid. If a court of competent jurisdiction or Arbitrator determines that a portion or provision of this Agreement is void, illegal or unenforceable, the other provisions, or portions of provisions, contained herein shall remain in full force and effect as if the provision which was determined to be void, illegal or unenforceable had not been contained herein. Any such void, illegal or unenforceable provision may, to the extent possible, be amended and modified by the Parties in writing or reformed by any court of competent jurisdiction or Arbitrator to render the same valid, legal and enforceable so long as the same is in keeping with the original intent of the Parties as expressed.

8. WAIVER OF RIGHTS

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO RELIEVE A COURT OF LAW OR TO A TRIAL BY JURY IN RESPECT TO ANY CLAIM, DISPUTE, OR CONTROVERSY THAT REFERS TO, RELATES TO, OR ARISES AS A RESULT OF ANY CONTRACT, TERM, AGREEMENT OR TRANSACTION, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN) OR OTHER ACTION OF THE COMPANY.

THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

9. RIGHT TO BRING ACTION IN SMALL CLAIMS COURT

Notwithstanding the foregoing, the Parties may bring an individual action in small claims court.

10. AWARDS

A final allocation of arbitration fees and costs shall be made by the Arbitrator applying substantive legal principles and the allocation of costs under the Federal Rules of Civil Procedure. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Any award in an arbitration initiated under this Agreement shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. Each Party shall bear its own costs and expenses and an equal share of the Arbitrator's and administrative fees of arbitration. The award of

10/15/2016 11:11

Page 7 of 11

the Arbitrator shall be accompanied by a reasoned opinion. The Arbitrator's award shall be conclusive, final and binding upon all Parties and shall be the sole and exclusive remedy between the parties regarding any and all claims and counterclaims presented to the arbitrator. Any federal or state court having jurisdiction may enter judgment on the award.

Agreed and accepted on 4/6/2021

By confirming the lease terms, Paige Andra electronically accepted, signed on 04-06/2021 22:55:26 [250.71.199.181]

(Lessee's Signature)

Paige Andra
(Print)

Agreed and accepted on 4/6/2021

NA
(Co-Lessee's Signature)

(Print)

Agreed and accepted on 4/6/2021

COPY

when we purchased our dog 2 years ago (I didn't know about puppy mills back then) and pulled my phone number. She then calls me and screaming and threatened me that she was going to come over to our house and break our kneecap(idk why our kneecaps)

I was at work when she called and even though she wasn't on speaker my 2 coworkers could hear every word she was screaming at me. So I have witnesses. She then hangs up, I called her back to apologize if my boyfriend's comment was stressing her out but that I didn't appreciate how she was screaming at me and she could've talked instead. She then again starts screaming and threatened to hurt me again. And she hung up. Police were involved to protect ourselves from her. But the way she acted is not ok as a business owner."

Paige Andra: Customer

"Im paige andra and me and my ex Colby neaville walk into puppy store. He was supposed to buy the dog not me. Andrea estevez the owner told me his social wouldn't pull up to look at his background for a puppy so she asked to look at mine and it did. She told us that I could put my name down for now and come back in later in the week and have it switched over to Colby my ex when it works. So I said that was okay. We called back and they said she lied because they can't do that. So at first I thought it was fine till I realized she lied to me about 6-8 months interest free. I have proof of everything. Interest came down too an extra \$4,000 on credova when the dog was \$3,500. Then they set me up without telling me on another financial account and changing me an extra \$1,000 for no reason.

So I'm stuck with \$8,500 payment. She lied as well as threatened us when we tried to make it right. I have no ownership of a dog, they also leased it as well as have documentation of us purchasing it. You can't lease and purchase something and my ex's signature is on the purchase agreement. I have a contract in my name without ownership of anything and they screwed me over. Im currently trying to work with a lawyer but other media or cities attention would help. But they're changing a insane amount of interest, lying, and scamming people. They manipulate you into how they're an amazing company and make false promises and once you sign a contract they don't want to deal with you because now the contract is with the 2 different financial companies. It's all about money and scamming out city and including me a 19 year old with no dog or ownership of anything and I have a \$9,500 contract leased in my name but the same contract is purchased by my ex.

The purchase agreement is also different from the lease agreement when it comes to prices and terms and that's how they save themselves from getting screwed over like they do to us."

The following are copies of documents provided by Paige.

Kea Denny: Ex-Employee

"My name is Kea Denny. I read your article on the puppy house and I wanted to add more to the narrative. The puppy house treats their puppies and employees horribly.

First, when I was hired there wasn't any employee contract or W-2 form just a contract that stated that you can not protest against the puppy house. That was it. Because of this, there were many rules that I didn't know about until they came up. There was nothing protecting me and my right as an employee. I was hired a vet tech without any certification. I don't even have an associates degree and they would tell people buying a puppy that I was a vet tech. They paid me less than they promised. I was told in the interview that I would be getting paid \$11 an hour but after receiving my paycheck I realized I was getting paid \$10. No one had told me I was getting paid \$10, I had to ask them and they basically just blew it off and said I'll get a raise at 6 months. They also round the hours that you work. So if you worked 9.5 hours, you're getting paid for 9. I sold a couple puppies so my name was on the sale and I was supposed to get commission for the sale. I never got my commission and when I asked for it, they said my name had to be on sale, when I proved to them that it was, they still never gave it to me. After I quit my last paycheck was short about \$200. They said they needed to check their cams to make sure I actually worked the hours that I claimed to have worked, even though I was scheduled and I sent them a text saying the hours that I worked weeks before my final check. Because I didn't fulfill a 2 weeks notice, they said my commission was voided. This was never made aware to me until now, because there was no employee contract that stated such things.

Working there was a nightmare, a fellow coworker also had a hard time getting paid because he worked many overtime hours but they told him that his overtime wasn't approved and claimed that he lied about his hours because there's no way he worked that much, even though they called him in on every day he had off. You weren't allowed any breaks, always called in on your day off and the owners are always checking the cams. If they see you sitting or talking they will write you up even if it's for only 5 min.

The puppies are treated like just another sale. If a puppy gets Parvo they will immediately put it down and erase all records of the puppy so it can't be traced or linked to them. At least 3 puppies were put down while I was there. The owners would try to lie or hide to the rest of us because they didn't want any of us knowing. We weren't allowed to tell the sales people if there was anything wrong with a puppy. They said it's not their job to know only the vet techs. The puppies stay in there little glass boxes at all times unless they're taken to the back for their "vet checks." We were told to give the puppies water every 2 hours, the bigger puppies especially were always extremely thirsty. Often times I would arrive to work and no one had given the puppies water the entire day and I would give them their first water at noon, unacceptable. The owners always lied about how long the puppies had been in the store. There was a puppy that got arrived the first week I started working and it was still there when I quit almost 3 months later. My boyfriend had gone in a seen the same puppy about 2 months after that. So that one puppy had been there for about 5 months at least. Many puppies make it over a month just sitting in their little box, no place to run around or anything.

The owners and workers have no certification to be in animal care. Their education is the internet. The puppies are sick ALL THE TIME. There wasn't a day when we didn't have a sick puppy in the back. The sick puppies in the back were often neglected. I would show up for a

Puppy Breed / Reference #	Color / Sex	Microchip Number	
Proposed Item(s):			
Puppy			\$1,825.95
15 Day Health			
*Nurse Kit *Nurse *Linen *Crate *Toy *Bowl			\$185.00
Discount %			
Taxable Total			
2 year genetic (covered for 2 year genetic issues)			0.00
Health	10 year genetic	695	
	Common breed protection	700	
	Bunions Service 1 Year / 4 Year / 12 Year Life / 5	350	
	Subscription Bundle 14 Day / 4 Year / 12 Year Life		
	Total		
	Dog Food	75.95	
	Petway Microchip Activation & Lifetime With Amber A	180	
Life	Stress Drops	19	
	AKC Training Package Live Home Training Online Vd	130	
	Bunions Service Microchip, Training, Registration	350	
	ACA	219	
	Total		
	Credentia Administration Fee	Varies	
Extra	Landing USA Administration Fee	Varies	
	Local Pickup (Must Pickup Within 1 Day)		
	Standard Shipping (within 10 days)	490.00	
Shipping / Plane	Rush Air Shipping (within 1.5 days)		
	Next Day Shipping (within 2 days)	55 + 8	
	9 state breed surcharge \$100 *C1 state breed \$150	100/150	
	Sub Total		\$4,075.00
	Sales Tax/Fees	0.0073	\$275.06
	Grand Total	0.05	\$4,350.06
	Cash down Payment		
	Discount / Hold / Delivery		
	Total Remaining Balance Due		
PRINT NAME			
Customer signature acknowledging all sales are final			
	<i>Colby Neville</i>	Colby Neville	
Admin	0	0	0

There was always sick puppies in the back ALWAYS."

Victoria Rivera: *Customer*

I'm a victim of the puppy house and been trying to get help for so long and have been helpless. A friend of mine who lives in st George who knows about what happened with my dog I purchased from them just a year ago next month told me about this page. I was not aware when I purchased my girl that I would end up paying over 8,000 dollars for her when she isn't even worth a fraction of this price. I was also not aware that I would be making two payments months that are 300\$ a month that I can't afford. I've reached out to puppy house with no help and also have called and disputed this multiple times in the last couple of months with the financing agency who will not work with me at all. When I called them last month they told me if I wanted to settle it would be 4,000 when I've already paid them over 2,000 that's not including what I've paid on the other finance company. When I said that seems like highway robbery and how can it be that much interest in not even a full year they told me they would just put it in collections if I stopped making payments. I'm so upset over this whole situation and I would have never purchased the dog for my kids for Xmas last year if I would have known this. This was actually the first time I've ever even bought a dog from an establishment. Never again. Also the situation with that credit company they won't work with me at all. I've paid them so much money already then I stopped payments a couple of months ago and they put it in collections and it brought my credit score down so bad so I called them last month to try to negotiate again and nothing so I paid them another 1200 so get it out of collections and they told me if I wanted to settle I would have to pay 4,000 this month that was the only option. Literally hasn't been a whole year that I've had my dog. None of it makes sense. But if I would have contacted them within the 6 weeks I had the dog I could have settled for 2500 the cost of the dog. Highway robbery and I'm just so upset with this whole situation. I can't afford to keep making these insane payments. I've already finished paying this month the other finance company easy pay and that was a total of 2,000 dollars. So basically so far I've already paid about 4,000 for my dog and the other company is saying I would need to pay another 4,000 at this point. The dog is not worth even 4,000 let along 8,000.

Gina Moore Truman: *Customer*

I saw this teacup Yorkie in Puppy House November 2. He was not happy and energetic like puppies usually are. I asked if he was sick or if he had something wrong. She said no he was just tired. I immediately felt that if I didn't get him out of there he would probably die. After signing a lot of paper work saying he was well and I had a short amount of time to return him (either 24 or 48 hours). I don't remember a lot of the things I signed and they told me I would get copies of everything... which I didn't get. They gave me a folder that had a few papers but nothing I signed. I declined insurance which was another \$687. This would cover the dog if he died but was only for store credit. I took him to a vet after a week of trying to get him to eat. He

closing shift and walk into the back and it would smell HORRIBLE. I would often find puppies just sitting in their own pee and poop with no water. No one ever wanted to do the dirty work. They keep the kennels up front clean and sanitary but don't hold the same accountability for the sick puppies in the back.

The photo in your article [ST George news article posted November 14th] labeled as Andrea is not Andrea. It is Victoria. she is the head vet tech. She loves the puppies but is too light headed and blinded by loyalty to understand that this is a terrible place for them.

We were always told to never let the public know who the owners were. We weren't allowed to address them as the owners in front of other people and weren't allowed to give their names when people asked. The owners always posed as just salesmen and when they said they needed to talk to the owner about negotiating a sale or other concerns, Chris would just go sit in the back on a chair for a couple min then come back out.

They are extremely nice to people buying a puppy, but horribly rude and unhelpful after the puppy is out of the store. They always claim to need to find paperwork or talk to the owners or breeders about concerns and then they do nothing. They often accuse people of harassment and threaten to call the police for every little thing.

If you have any other questions about my experience I am open to it and often warn others about the puppy house when I can. I've wanted to have a voice about this matter for a long time but didn't know how.

I saw Andrea get aggressive on the phone a lot and they love to act like they have the cops and lawyers on their side."

Anonymous Ex-Employee & Relative of Store Owners:

"She [Andrea] was trying to convince me [to buy a puppy] but I just kept saying no I don't have time for a puppy. Well I started working at puppy house first in bluff st. Next to metro mcs I was their first employee because I guess she didn't want to clean after them so she hired me and I was a "vet tech" I enjoyed working their a lot because of the puppies it was a chill job but, then when we moved to the Washington location and I thought it would be the same. I was wrong ... we started receiving the puppies in the back of the store in a white van at midnight we would end up finishing at 2-3am. The next day of that morning the owner chris left the paperwork on the desk I checked to see what it was I thought it was something i needed to do. But it was the prices of what they paid for I, for the puppies they sell those poor pups 2500 and up and they don't even waste that much. They pay 100\$ for a Serbian husky !! I don't believe it is fair that they pay so little and sale them for sooooo muuchh!! It's definitely unfair. These people need to get shut down fast!At the Washington location we had a back where we kept the puppy's bowls and stuff. They had 3 cages those cages were for the sick puppies. I remember when we got a Yorkie tea cup female she had hypoglycemia. We kept her on the back and we were treating her as much as we could I was the one keeping an eye on her when it wasn't busy. She didn't want to walk or eat or nothing at all. Andrea and Chris the owners they didn't look like they actually cared for her. Once she passed chris told me well it was for her own good.



Monique De La Riva: *Customer*

I bought a dog from puppy house in June of this year

They said he will not have genetic defects will be healthy etc..
He has an extra toe on one foot very horrible under bite that's getting worse and will need surgery.

They quoted me one price and added on so much extra stuff and they said the puppy kit was free and ended up tacing it on in the price which we didn't know. The lady wouldn't allow us to put the puppy down had one lady distracting us with "free" and said hold your pup hold your pup and the other was discribing the contract for financing I felt they totally preyed on us by distraction tactics .

wasn't interested in playing or eating. I found out he had ear mites and an upper respiratory infection. Luckily we got some meds and he's looking much better.

Anonymous: *Customer*

I definitely want my money back. Adopted a husky years ago. Re homed because I could not afford the astronomical payments and I didn't want her going back to that place. They turned around and sent a new collection after me even though I had been paying what I could. I pay at least \$3000 out of the \$6000 owed. They sent a new collection company after me for the original \$6000. They are scamming animal abusers.

Anonymous: *Customer*

"My boyfriend and I went in one day just to look at the cute puppies.... I know I really regret what happened later, we saw a cute mini Aussie, we wanted to see if we pre qualified for the puppy, we never looked him over too closely.... Upon the prequalification we found out that we purchased the dog... yay? We were told only \$50 a month in payment, he was on "sale" for being brought back to their store because of his disobedience? We were only to pay 1200 for him. After we received our first payment date I checked into it to early pay it so we wouldn't be paying for too long our bill was 8,000\$ which was way more than we ever wanted or expected. We called and complained and they told us that that was business and to get over it. We were pretty upset and just decided whatever. We went to our first vet appointment and he had a malformation on his toes and legs, we were then told it would be pretty costly, we struggled for a year to pay for the medication and consistent vet visits but with that on top of the monthly payments we were drowning in debt, being a young college couple who just moved in together we couldn't afford everything.... We had to treat his **parvo** which thankfully we were able to in time, we had to deal with pneumonia, and his malformation causing growth stints and the massive amounts of bills everything comes with. We unfortunately had to part with the dog.... We gave him to a lovely couple and made them aware of all of the health problems that he came with.... They fortunately had all the funds to help him.... It was heartbreaking.... We tried so hard to keep him but with the payments and the vet bills everything became too much and we couldn't afford food, we were living off of eggs and ramen because it was cheap..... we were very fortunate to find a lovely couple who could give the dog more help than we ever could.... Puppy house didn't care. We tried to give him back or ask for assistance and they would tell us no one was allowed to return the dogs.... Which made us really struggle believing their original story that he was returned due to disobedience.... He was the most well behaved dog, easy to train and loved to please, the disobedience was a stretch and then to find out no dogs could be returned.... We were made to feel sorry for the dog and that suckered us into him.... I want to see them shut down. They prey on innocent people and torture innocent dogs that deserve way more than they give."

From: Ethan Cisco

<ethan.puppyhousesales2020@gmail.com**>**

Date: November 5, 2020 at 3:56:28 PM MST

To: [REDACTED]

Subject: Bichon Poo

Hello this is Ethan from the Puppy House. I wanted to get back with you on the questions that you raised when we last spoke.

The Lender Information where it says Cross River Bank is the Bank that the payments go to. Which in turn goes to the Lender... LendingUSA.

The \$208 that was charged the day of purchase was a fee that we, the merchant, get charged from the lender. We, in turn, pass this cost on to the buyer for us offering the financing as a payment option. Sorry for the confusion. I hope this answers your questions.

Sincerely,
Ethan

I will be paying for further genetic testing and should have results in 4 weeks

Jessica Richards: *Customer*

My experience with the Washington City Puppy House Fall 2020:

My review has been on Google for a year...

"Do. Not. Give. Them. Your. Business.

We will be pursuing this further but figured I would warn others first.

We were quoted that our puppy was \$3200. The puppy "came with" the starter kit of a kennel, food/water bowl, 3 toys, leash/harness- only to find out later that they charged us \$180 for this starter kit.

I was not told or given the option to opt out of the two year genetic insurance. There's another \$300.

I was not told that the microchip activation was another \$180.

So many charges that I was not told about and walked out of the door financed at \$4200.

I am very disappointed in the lack of communication and deception that is going on here.

I definitely should have caught the deceit and not been so gullible and I'm hoping someone will read this review and it will teach you to go through every little thing with the sales rep you work with here.

Puppy House plays off the emotion of the customer and takes advantage."

They stopped answering my calls so I had to go into the store and talk to Ethan (store manager at the time). I told him that the rep that I worked with did not explain all the extra charges and the financing correctly when we were signing. I asked him to give me a copy of the video footage that captures video & audio in the store. He refused. The attached picture is an email we received from Ethan.

Our puppy had kennel cough when we brought him home. I had to rehome the puppy because we couldn't afford it. The scam that Puppy House is running ended up breaking my kids hearts and breaking my bank account.



STAFF COMMENTS

Discussion regarding **utility accounts being required to stay in the property owner's name**- Matt Patterson

Discussion:

The proposed amendments would apply to current and future Hurricane City utility accounts. The passing of this proposal is intended to require property owners to put utility accounts in their name. As electric and water rates have steadily increased, there have been higher utility bill amounts that have been left unpaid. Even with a higher deposit requirement, our utility department is still seeing tenants leave the city with outstanding bills much higher than the initial deposit.

This ordinance change would remove the City as the middleman and place responsibility upon the person that is listed on county records as the title holder. In many cases, City workers in the utilities office are doing jobs that the landlords/property management companies should be doing.

By requiring landlords to be the ones that are signing up for utilities, the number of new accounts and turnover from tenant to tenant would decrease dramatically. Another result would be fewer outstanding bills sent to collections, billing adjustments being made, final bills being transacted, reduced paperwork and bills to be sent out. The cost savings alone would be substantial.

In December 2023, Hurricane City staff members reached out to other municipalities in Utah to see if there were any that have instituted this ordinance in their city. Of those that responded to our inquiry, close to two dozen (so far) have instituted this ordinance, and more are looking into changing it. All the cities that responded said implementing the ordinance has been a positive decision for their city. Benefits that have been mentioned by other cities include:

1. The municipality staying out of the landlord business,
2. Fewer shut offs because most disconnections before were tenants, and
3. A significant reduction in the amount of outstanding liabilities sent to collections. Taxpayers and residents end up paying for these liabilities.

After reviewing our records, we found that in:

- 2021-2023 - \$58,400.37 was sent to Bonneville Collections (on Caselle) over the past two years.
- 1997-2021- \$507,231.28 was sent to Bonneville Collections.
- 1996 and before - \$732,559.84 was sent to URG/AFS Collection agencies.

Total: \$1,298,191.49 sent to collections based upon our records kept over the decades.

An additional expense staff is seeing is having to honor multiple leak adjustments at one location in a short period of time due to tenant turnover. These leaks create higher bill amounts and, in some cases, an excess water surcharge. According to current policy, a utility account holder is allowed to have a leak adjustment every 3 years. There have been multiple tenants receiving leak adjustments at the same property over a short period of time. These leak adjustments have been honored because the utilities are in a different person's name. If the property owner was required to have services in their name, it would reduce the amount of overall adjustments made. - Matt Patterson

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

Public Hearing to take comments on the following:

Discussion:

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

A Sensitive Land application on the Kolob Views Subdivision located at approximately 850 S. 1300 West

Discussion:

This is a public hearing to receive comment on a Sensitive Lands application for the proposed Kolob Views subdivision, which proposes development of property that is subject to the Sensitive Lands and Hillside ordinances. Gary Cupp

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

Consideration and possible approval on a **preliminary plat and sensitive lands application for Kolob Views**, a 20 lot single family subdivision located at 1400 W 900 S. Stratton Dev LLC, Applicant. Colt Stratton, Agent.

Discussion:

This application was initially heard by the City Council and was tabled on June 1, 2023, due to a lack of a sensitive lands plan and nonconformance with the Transportation Master Plan. The applicant has subsequently proposed a revised preliminary plat for 20 single-family lots. The site is located south of Mountain View Estates and along 1150 W. The Planning Commission heard the application on January 11, 2024, and unanimously voted to recommend approval of only phase 1 due to a lack of adequate public access to the proposed phase 2 lots that would need to be accessed from 1150 W. Staff supports the Planning Commission's recommendation with the added clarification that the preliminary plat be approved for phase 1 only, and that the remaining property be excluded from the plat approval due to inadequate public facilities. -- Gary Cupp

Findings:

Recommendation:

Attachments:

1. PP23-30_
2. HIL23-03_
3. Water_Will_Serve_Letter
4. Ash_Creek_Will_Sever_Letter
5. Geotechnical_Report
6. Preliminary_Plat_Map
7. Grading_and_Drainage_Plan
8. PP23-30 HIL23-03 Kolob View CC staff report
9. Kolob View Construction Plans



Application

Application Accepted Date: 12/01/2023

Type of Improvement: Subdivision (Preliminary Plat)

Description:

Tenant / Project Name: Kolob Views Subdivision

Bldg. Address: 1400 W 900 S

City: Hurricane City State: UT Zip: 84737

Subdivision: Kolob Views Subdivision Phase: 1 & 2

Block: Lot #: 1-22 Parcel #: H-3-2-4-127

Zone: R1-10

Property Owner: Stratton Dev LLC

Permit Contact: Colt Stratton P:(435) 635-2628

Email: colt.stratton@interstaterock.com

CONTACT INFORMATION

Engineer of Record: Interstate Rock Products, Inc.

Email: colt.stratton@interstaterock.com P: (435) 635-2628

General Contractor: Colt Stratton

License #: 227139-5501 P: (435) 635-2628

Address: 42 South 850 West

City: HURRICANE State: UT Zip: 84737

Email: colt.stratton@interstaterock.com

APPLICATION DETAILS

(This area contains a large 'DRAFT' watermark)

Valuation	\$	0.00
PERMIT FEES		
Planning Fee	\$	150.00
Planning Fee	\$	150.00
Sub Total:	\$	150.00
Permit Total:	\$	150.00
Amount Paid:	\$	150.00
Remaining Due:	\$	0.00

APPROVALS	DATE	INFO
Plan Review Finalized:	Yes	12/19/23 Brienna Spencer

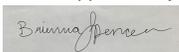
Setbacks	Front:	Rear:	Left:	Right:
Min.				
Actual:				

APPLICATION NUMBER: PENDPP23-30

This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I here-by certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury. Maintenance Deposit is refundable after final inspection if: 1) site is kept clean 2) building is NOT occupied prior to final inspection and issuance of Certificate of Occupancy.

Applicant Name: Colt Stratton

Signature of Applicant/Authorized Agent or Owner: Date:

Application Approved By:  Date: 12/19/2023

Application Issued By: Date:

Receipt #: 8.174587-12/01/23



Application

Application Accepted Date: 12/01/2023

Type of Improvement: Sensitive Lands Application

Description:

Tenant / Project Name: Kolob Views Subdivision

Bldg. Address: 1400 W 900 S

City: Hurricane City State: UT Zip: 84737

Subdivision: Kolob Views Subdivision Phase: 1 & 2

Block: Lot #: Parcel #: H-3-2-4-127

Zone: R1-10

Property Owner: Stratton Dev LLC

Permit Contact: Colt Stratton P:(435) 635-2628

Email: colt.stratton@interstaterock.com

CONTACT INFORMATION

Engineer of Record: Interstate Rock Products, Inc.

Email: colt.stratton@interstaterock.com P: (435) 635-2628

General Contractor: Interstate Rock Products, Inc.

License #: 227139-5501 P: (435) 635-2628

Address: 42 South 850 West

City: HURRICANE State: UT Zip: 84737

Email: colt.stratton@interstaterock.com

APPLICATION DETAILS

Valuation	\$	0.00
PERMIT FEES		
Sub Total:	\$	0.00
Permit Total:	\$	0.00
Amount Paid:	\$	0.00
Remaining Due:	\$	0.00



APPROVALS	DATE	INFO
Plan Review Finalized:	Yes	12/04/23 Brienna Spencer

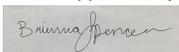
Setbacks	Front:	Rear:	Left:	Right:
Min.				
Actual:				

APPLICATION NUMBER: PENDHIL23-03

This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I here-by certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury. Maintenance Deposit is refundable after final inspection if: 1) site is kept clean 2) building is NOT occupied prior to final inspection and issuance of Certificate of Occupancy.

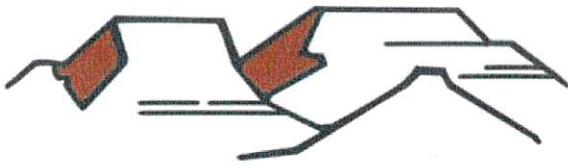
Applicant Name: Colt D Stratton

Signature of Applicant/Authorized Agent or Owner: Date:

Application Approved By:  Date: 12/04/2023

Application Issued By: Date:

Receipt #:



HURRICANE CITY UTAH

Water Department
Ken Richins, Superintendent

June 6, 2023

To Whom It May Concern:

Stratton Development LLC (the "Developer") has requested a culinary water will serve letter for the subdivision known as Kolob Views Subdivision, located at approximately 900 S 1300 W in Hurricane, Utah (the "Project").

Infrastructure

The City currently has infrastructure to supply culinary water in the general area of the Project. However, Developer will be responsible to connect the Project to the existing water infrastructure, including the installation of infrastructure in dedicated public streets and as otherwise required to meet City standards. In addition, Developer may be required to obtain and supply a hydraulic water study to ensure the waterline will deliver required fire flows. A looped water system may be required.

Water Supply

As of the date of this letter, the city has adequate water to supply water to 23 residential connections within the Project. However, water within the City is a finite resource with limited supply. The ability of the City to supply water to previously approved projects, as well as continue to serve additional water customers, is contingent on water supplies being available from the Washington County Water Conservancy District (the "Conservancy District"). Therefore, the City's statements in this letter regarding the adequacy of water supply is (1) contingent on water being available from the Conservancy District and (2) shall expire one year from the date of this letter, after which a renewed will serve letter will be required for any property or lot that has not obtained a metered connection to the City's culinary water system. Developer is encouraged to obtain a guarantee of water from the Conservancy District.

General Requirements

In addition to the requirements and limitations described above, Developer shall be required to comply with all applicable laws, ordinances, policies, and construction and design standards. These requirements include, but are not limited to, secondary water system requirements and any obligations described in an applicable development agreement.

Sincerely,



Ken Richins
Water Department Superintendent



June 6, 2023

Hurricane City
Fred Resch
127 N. 870 W.
Hurricane, UT 84737

Subject: Kolob Views Subdivision

Fred,

There is sewer capacity for this project. The developers understand and agree that they will need to get plan approval for the sewer system.

After approval, they agree to pay all costs associated with construction and impact fees. Please let us know if you have any questions.

Sincerely,

Amber Gillette, P.E.
Engineer
Ash Creek Special Service District

GEOTECHNICAL INVESTIGATION REPORT

Prepared for:

Interstate Rock Products
Attn: Colt Stratton
42 South 850 West Suite 201
Hurricane, Utah 84737

August 3, 2023

Kolob Views Subdivision



795 East Factory Drive
St. George, UT 84790

Landmark Project No: 230367



August 3, 2023

Interstate Rock Products
Attn: Colt Stratton
42 South 850 West Suite 201
Hurricane, Utah 84737

Subject: Geotechnical Investigation Report
Kolob Views Subdivision
Hurricane, Utah
Landmark Project No.: 230367

Colt,

As requested, we have completed our Geotechnical Investigation for the above-mentioned project. Our geotechnical recommendations, along with our field and laboratory data are presented in this report.

Our field investigation consisted of excavating eleven (11) test pits to depths between 0.5 and 4.0 feet below the existing ground surface (bgs) throughout the area of the proposed development. Soils on-site consist of sands and gravels underlain by basalt bedrock and well cemented caliche. Site grading recommendations are detailed in Section 5.0 of this report. Foundation recommendations are found in Section 6.0 of this report.

Landmark has great interest in providing materials testing and special inspection services during the construction phase of this project. If you advise us of the appropriate time to discuss these engineering services, we will be pleased to meet with you at your convenience.

Please feel free to contact our office at (435) 986-0566 if you have any questions.

Sincerely,

LANDMARK TESTING AND ENGINEERING

A handwritten signature in black ink, appearing to read "Steven Wells", is written over a white background.

Steven Wells, P.E.
Geotechnical Manager

TABLE OF CONTENTS

**GEOTECHNICAL INVESTIGATION REPORT
KOLOB VIEWS SUBDIVISION
HURRICANE, UTAH**

1.0 INTRODUCTION 1

2.0 PROPOSED CONSTRUCTION 1

3.0 SITE SETTING 1

 3.1 SURFACE CONDITIONS 1

 3.2 GEOLOGIC SETTING 2

 3.3 SEISMICITY 2

 3.4 GEOLOGIC HAZARDS 3

4.0 INVESTIGATION 4

 4.1 FIELD INVESTIGATION 4

 4.2 LABORATORY TESTING 4

 4.3 CONCLUSIONS 4

5.0 SITE GRADING AND EARTHWORK 5

 5.1 GENERAL GRADING 5

 5.2 ROADWAY AND UTILITY EXCAVATION 5

 5.3 FILL PLACEMENT AND COMPACTION 5

 5.4 LIGHTLY LOADED ELEMENTS 6

 5.5 CUT AND FILL SLOPES 7

6.0 FOUNDATION & CONSTRUCTION CONSIDERATIONS 7

7.0 FLOOR SLABS 8

8.0 LATERAL EARTH PRESSURES 8

9.0 MOISTURE CONTROL 9

10.0 PAVEMENT DESIGN RECOMMENDATIONS 10

11.0 SOIL CORROSIVITY 10

12.0 FOUNDATION REVIEW AND TESTING 10

13.0 LIMITATIONS 11

TABLE OF FIGURES AND APPENDICES

GEOTECHNICAL INVESTIGATION REPORT KOLOB VIEWS SUBDIVISION HURRICANE, UTAH

Appendix A

FIGURE 1:

FIGURE 2:

FIGURES 3 - 8:

FIGURE 9:

Field Data

VICINITY MAP

SITE MAP

TEST PIT LOGS

UNIFIED SOIL CLASSIFICATION SYSTEM

Appendix B

Table B-1

Laboratory Data

LABORATORY SUMMARY SHEET

LABORATORY DATA SHEETS

1.0 INTRODUCTION

This report presents the results of Landmark Testing & Engineering’s geotechnical investigation for the single-family residential development on Parcel H-3-2-4-127 in Hurricane, Utah. Figure A1 is a Vicinity Map showing the project location relative to surrounding features. Figure A2 is a Site Map showing the site and the approximate locations of the test pits completed for this investigation.

This investigation was completed to assist in developing opinions and recommendations concerning site earthwork and foundation design.

2.0 PROPOSED CONSTRUCTION

We understand that construction will consist of a single-family residential development with 23 lots. We anticipate residences will be wood-framed, slab-on-grade construction supported on conventional spread footings. We understand that the residences will be both one- and two stories with anticipated loads between 1,200 and 2,500 pounds per lineal foot. We anticipated a new public street with asphalt pavement, and concrete curb, gutter and sidewalk are also planned for the residential development.

A traffic index of 5.5 is assumed for the residential street. Any significant changes to the anticipated development should be reviewed by Landmark to evaluate the continued applicability of the recommendations contained in this report.

3.0 SITE SETTING

3.1 SURFACE CONDITIONS

The project site is located on a hillside in Hurricane, Utah to the south of residences on 650 South and to the west of residences on 1100 West. Access to the project site will be from an asphalt paved road connecting to 650 South on the east side of the project. There is undeveloped land to the west, and south of the project site.

The hillside slopes down to the east and north. There is a difference in elevation of approximately 90 to 100 feet from the west side of the lot to the east side. Most of the elevation difference (approximately 60 feet) is in the eastern 200 feet of the project site. Across the western and middle portions of the project site there is a difference in elevation of approximately 5 to 10 feet from south to north. Along the eastern portion of the project site there is a difference in elevation of approximately 40 to 50 feet.

The site is covered with scattered basalt cobbles and boulders. Vegetation consists of field grass, scattered desert shrubs, cacti, and weeds.

3.2 **GEOLOGIC SETTING**

According to the Utah Geological Survey¹, the site is mapped as located on the following geologic formations:

Qbi Ivans Knoll lava flow (lower Pleistocene) -- Medium-gray, fine- to medium-grained basalt (Qbi) with small olivine phenocrysts; erupted from a vent marked by a deeply eroded cinder cone (Qbic) immediately south of Volcano Mountain, southwest of Hurricane; remnant of flow caps Mollies Nipple at the top of the Hurricane Cliffs, showing about 1300 feet (400 m) of displacement along the Hurricane fault.

The land to the immediate north and east of the project site is mapped as:

Qae Alluvial and eolian deposits (Holocene to upper Pleistocene) -- Moderately sorted gravel, sand, and silt deposited in small channels and on alluvial flats, and well-sorted, fine- to medium-grained, reddish-brown eolian sand locally reworked by alluvial processes.

Soils encountered in the test pits consisted of loose to dense sands and gravels underlain by well cemented caliche and basalt bedrock and were consistent with geologic mapping.

3.3 **SEISMICITY**

Seismicity at the site was determined using the Structural Engineers Association (SEA), OSHPD Seismic Design Maps website. The following values are presented to assist with seismic design:

- ▶ Latitude = 37.163446 North, Longitude = 113.31202 West
- ▶ Site Class = C (Very Dense Soil Soft Rock) based on ASCE 7-16 (Table 20.3.1) as referenced in 2021 IBC 1613.3.2
- ▶ Risk Category II

Period (sec)	S _a (g)	Site Class
0.2	S _S = 0.616	B / C
1.0	S ₁ = 0.203	B / C
0.2	S _{DS} = 0.515	C
1.0	S _{D1} = 0.203	C

(2016 ASCE-7-16, SEA, Structural Engineers Association, <https://seismicmaps.org/>)

As per section 20.1 of ASCE 7-16, “The soil shall be classified in accordance with Table 20.3-1 and section 20.3 based on the upper 100 feet of the site profile.” However, section 20.1 continues, “Where site specific data are not available to a depth of 100 feet, appropriate soil properties are permitted to be estimated by the registered design professional preparing the soil investigation report based on known geologic conditions.” Based on the mapped geology, experience this area, and our findings during our field investigation, it is the opinion of Landmark Testing and Engineering that the soils on site classify as Site Class C.

¹ Interactive Geologic map Portal, Retrieved, August 2, 2023, Utah Geological Survey, <https://geology.utah.gov/apps/intgeomap>

3.4 GEOLOGIC HAZARDS

Fault Rupture

The projected western trace of the Volcano Mountain fault runs north and south through the middle of the parcel. The eastern trace of the Volcano Mountain fault runs approximately 500 feet southeast of the southeast property corner.

The project site is mapped as being located in a “Surface-fault-rupture-hazard special-study zone. The special-study zones established for well-defined faults extend for 500 feet on the downthrown side and 250 feet on the upthrown side of each fault. Normal faults are classified as well defined if Utah Geological Survey 1:24,000-scale mapping shows them as solid lines, indicating they are recognizable as faults at the ground surface. Because their location is uncertain, the special-study areas around buried or approximately located faults are broader, extending 1000 feet on each side of the suspected trace of the faults.”²

Evidence of the Volcano Mountain fault was not observed in our investigations. If additional information is desired about the Volcano Mountain Fault within the project site, we recommend consulting a licensed professional geologist.

The projected trace of the Hurricane fault is located approximately 1 mile east of the site. These faults displace late Quaternary sediments and are considered active.³ Strong ground motion associated with movement along the Hurricane or other faults associated with the Intermountain Seismic Belt is possible however, the potential for surface fault rupture is considered low.

Liquefaction

Liquefaction is the sudden loss of shear strength in the soil due to the build-up of excess pore water pressure.⁴ This can occur when the soil is subjected to intense shaking such as during a seismic event. The soils that are most susceptible to liquefaction are loose, saturated sandy soils with a low fines content (material passing the #200 sieve).

Soils encountered in the test pits consisted of sands and gravels. These soils are typically susceptible to liquefaction when saturated. However, groundwater was not encountered in our test pits at the time of our investigation. Additionally, shallow caliche and basalt bedrock was encountered in each test pit. Due to shallow bedrock encountered throughout the site and lack of groundwater we believe the liquefaction potential at the project site is low. A liquefaction study is beyond the scope of this report.

2 William R. Lund, Tyler R. Knudsen, Garrett S. Vice, and Lucas M. Shaw, Surface-Fault-Rupture-Hazard Map for the St. George–Hurricane Metropolitan Area, 2008, Utah Geological Survey Special Study 127 Geologic Hazards and Adverse Construction Conditions, Plate 1

3 Interactive quaternary Fault and Fold Map, Retrieved July 27, 2023, from Utah Geological Survey, <https://geology.utah.gov/apps/intgeomap>.

4 Coduto, Donald P. (1999), Geotechnical Engineering: Principles and Practices, Prentice Hall, Upper Saddle River, NJ

4.0 INVESTIGATION

4.1 FIELD INVESTIGATION

To investigate the subsurface soil conditions, eleven (11) test pits, designated as TP-1 through TP-11, were excavated throughout the project site as shown on Figure A2, Site Map. The test pits were excavated to depths between 0.5 and 4.0 feet bgs with a Deere 310SG backhoe. All test pits encountered refusal on caliche or basalt.

The soils encountered in our test pits consisted of sand with gravel grading to gravel with sand and various amounts cobbles and boulders. The soils were underlain by weakly to well cemented caliche. Groundwater was not encountered in any of our test pits at the time of our investigation.

A detailed description of the subsurface soils encountered in the test pits is included in the test pit logs on Figures A3 through A8. A key to the symbols and soil classifications used on the logs is presented on Figure A9.

4.2 LABORATORY TESTING

Soil samples from the test pits were taken to our St. George laboratory for testing. Tests performed on the samples included mechanical sieve analyses, Atterberg limits to aid in soil classification and a soluble sulfates test to aid in concrete recommendations. Laboratory results are shown on the test pit logs on Figures A3 through A8, on the Laboratory Summary Sheet on Table B-1, and on Laboratory Data Sheets in Appendix B.

Sieve analyses classified the samples from test pits TP-2 at the ground surface, TP-5 at 3.5 feet, and TP-10 at 2 feet as silty sand with gravel. Samples from test pit TP-4 at 1 foot and TP-9 at 1.5 feet were classified as clayey gravel with sand. The sample from test pit TP-10 at 3 feet was classified as silty sand. The moisture contents of the on-site soils ranged from 1.6 to 8.2 percent.

Atterberg Limits was performed on two samples. The sample from test pit TP-4 at 1 foot had a liquid limit of 22 and a plasticity index of 8. The sample from test pit TP-9 at 1.5 feet had a liquid limit of 24 and a plasticity index of 8. Atterberg Limits tests showed that the samples had a low plasticity.

One soluble-sulfate test was completed on the sample collected at the ground surface in Test Pit TP-1. The sample contained 0.45 percent soluble sulfates by mass. Recommendations for corrosive soils are provided in Section 11.0.

4.3 CONCLUSIONS

The material encountered in our test pits during our investigation generally consisted of loose to dense sand with varying amounts of gravel underlain weakly to well cemented caliche and basalt bedrock. Refusal was encountered on well cemented caliche and basalt bedrock between 0.5 and 4.0 feet bgs. Groundwater was not encountered in our test pits at the time of our investigation.

Prior to construction of the residences, we recommend that the surficial sandy deposits be excavated down to caliche and bedrock. General grading recommendations are provided in Section 5.0 and foundation recommendations are provided in Section 6.0.

5.0 SITE GRADING AND EARTHWORK

5.1 GENERAL GRADING

Prior to general site grading, the project site should be cleared and grubbed of all vegetation and other deleterious materials. We anticipate clearing and grubbing to extend approximately 3 to 6 inches below the existing grade.

Following clearing and grubbing, we recommend the on-site soils are over-excavated down to caliche or basalt bedrock. Based on our test pits, we anticipate these excavations to extend to 0.5 to 4 feet bgs. Following over-excavation, we recommend that the caliche be proof rolled to a firm and unyielding surface. A representative of Landmark should observe the bottom of the excavations to confirm that the bedrock or caliche has been reached and is suitable for construction.

Grading plans have not been provided, however, based on existing grades, we anticipate that cuts into the well cemented caliche and basalt bedrock will be required to bring the project site to desired elevations. Based on our experience with the caliche and basalt encountered on-site, we anticipate that standard excavation equipment will be insufficient to excavate the caliche and basalt. We anticipate the need to use specialized construction equipment such as a single tooth ripper or hammer hoe. Where large cuts are to be completed, such as for the sewer or where existing slopes are steep, blasting may be required.

The on-site soils, including excavated caliche and basalt bedrock are suitable for use as structure fill, provided all vegetation, material greater than 6 inches and other deleterious materials are removed and is placed to structural fill standards as subsequently outlined. Nesting of larger basalt cobbles should be avoided when being placed for structural fill.

Landmark does not determine the location of the over-excavation or the location of the structures to be constructed. The builder is responsible to ensure that the building and pavement footprints are entirely within the over-excavated and recompacted building pads.

5.2 ROADWAY AND UTILITY EXCAVATION

The test pits for this investigation were excavated with a CAT 305E mini excavator. Refusal was encountered on hard caliche between depths of 1.0 to 5.0 feet bgs throughout the project site. The use of a hoe ram, larger equipment, blasting or a combination of these will be required where basalt is encountered at shallower depths where removal of bedrock is required.

The upper 8-inches of native soil within the proposed roadways should be scarified and recompacted to structural fill standards prior to the placement of any road base. All excavations and backfilling procedures for roadways and utility trenches should conform to the City of Hurricane Standards for Design and Construction.

5.3 FILL PLACEMENT AND COMPACTION

All fill to be placed for support of footings and slabs-on-grade, whether it is on-site or imported, should be considered structural fill. On-site soils are suitable for use as structural fill provided all deleterious materials and oversized material greater than 6-inches in size are removed prior to placement of structural fill. We recommend that the footings and floor slabs be established directly

on bedrock or a minimum of 1 foot of structurally placed, granular fill with a maximum particle size of 6-inches, overlying caliche or bedrock. Foundations should not transition from bedrock to structural fill.

Imported, granular fill should be well-graded, non-expansive, and free of organics and all deleterious materials. Soils used for granular, imported, structural fill should meet the following specifications and preferably would classify as gravel.

GRADATION	PERCENT PASSING
6- inch	100
3-inch	80-100
No. 200 sieve	10-25
ATTERBERG LIMITS	
Liquid Limit	30 or less
Plasticity Index	9 or less

Material not meeting the above requirements may be suitable for use as structural fill at the discretion of the geotechnical engineer. Samples of structural fill should be submitted for testing prior to being transported to the site.

Any on-site soils used as structural fill or imported structural fill should be compacted to the following specifications.

FILL PLACEMENT AND COMPACTION	
Maximum lift thickness	8-inch (loose)
Minimum compaction	95% ASTM D-1557
Compacted Moisture Content	within 2% of optimum

Compaction of structural fill should be completed with equipment suitable for the conditions encountered in the field such that compaction requirements are met, including those areas that may be inaccessible to large rolling compactors. All structural fill should be evenly spread on a horizontal plane in eight-inch loose lifts. Each eight-inch lift of structural fill material placed at the site should be tested for compliance with the required relative compaction and moisture content prior to proceeding with additional lifts.

5.4 LIGHTLY LOADED ELEMENTS

Exterior concrete slabs on grade (sidewalks, curbs, gutters, and misc.) should be established on a minimum of 12 inches of structurally placed, granular soils overlying 8-inches of scarified and recompacted on-site soils. Sidewalks and curbs and gutters will need to be underlain by approved road base as per Hurricane City Standards.



Structural fill, including road base, should be compacted to a minimum of 95 percent of the maximum dry density as determined by ASTM D-1557.

5.5 CUT AND FILL SLOPES

It is anticipated that cuts up to 5 to 10 feet may be made into the hillside. It is recommended that permanent cut or fill slopes in on-site or imported soils be maintained at a slope of one vertical to two horizontal (1V:2H) or flatter unless structurally retained. Cinders and basalt cobbles should be maintained at a maximum slope of 1V:1H unless structurally retained. Slopes in competent basalt bedrock may be maintained at a slope of 4V:1H or flatter.

Grading of both cut and fill slopes should be such that surface water is directed away from the slopes and not concentrated on slopes or in unprotected channels. Construction procedures should ensure adequate compaction of slope faces. All excavations should conform to OSHA standards.

6.0 FOUNDATION & CONSTRUCTION CONSIDERATIONS

The following recommendations apply to conventional strip and spot footings. Footings should be established either directly on basalt bedrock or a minimum of 1-foot of structurally placed granular fill overlying caliche or bedrock. Foundations should not transition from bedrock to fill. Foundation excavations should be visually observed and tested by qualified personnel prior to placement of reinforcing steel or concrete. Additional foundation recommendations are subsequently presented.

DESCRIPTION	VALUE
Foundation Type	Continuous or spread footings
Bearing Material	Bedrock or 1 foot of structurally placed fill
Allowable Bearing Capacity	2,500 psf on structural fill 4,000 psf on basalt bedrock
Minimum embedment depth below finished grade	12 inches (for frost and confinement)
Minimum footing width	12 inches (continuous) for single-story 18-inches for two stories 24-inches (isolated spread)
Total estimated settlement	1-inch
Total differential settlement	less than 3/4 inch

The allowable bearing capacity is based upon dead load plus long-term live load. A one-third increase in allowable bearing capacity for short duration loads such as wind or seismic loads is permitted with the alternative load combinations given in Section 1605.3.2 of the IBC.

7.0 FLOOR SLABS

It is recommended that concrete floor slabs be constructed on a pad that has been prepared as previously indicated. A minimum of 4-inches of relatively free-draining material should be used beneath the slab in order to help distribute floor loads, break the rise of capillary water, and aid in the concrete curing process. Alternatively, 6 inches of road base may be used in place of the free draining-material.

Concrete slabs should be designed using rebar reinforcement and frequent crack control joints to help control normal shrinkage and stress cracking. Concrete placement and curing should meet ACI⁵ requirements including following hot or cold weather placement recommendations, when appropriate. If a moisture-sensitive floor covering will be installed, we recommend that a vapor barrier be installed beneath the concrete slab. The moisture sensitivity of floor finishes, anticipated project conditions, and the potential effects of slab curling and cracking should be considered in determining if the barrier should be placed directly beneath the slab or beneath the free-draining gravel (see ACI 302.IR-96 for more information regarding vapor barrier location). If the vapor barrier is installed directly beneath the slab, measures should be taken to minimize excessive slab curl such as reduced joint spacing and use of a low shrinkage (low water-cement ratio) mix.

8.0 LATERAL EARTH PRESSURES

Lateral loads imposed on footings may be resisted by the development of passive earth pressures against the sides of footings and friction between the base of the footing and the supporting soils. Lateral earth pressure values are presented in the following table.

Case Evaluated	Soil Type	Value
Active	On-site Soils	37 psf/ft
		57 psf/ft (with seismic)
At-Rest	On-site Soils	57 psf/ft
Passive	On-site Soils	460 psf/ft
		395 psf/ft (with seismic)
Coefficient of friction $\tan(\phi*0.6)$ where $\phi = 34^\circ$	On-site Soils	0.37

The lateral earth pressures presented do not include any safety factors except where the friction angle (ϕ) used to determine the coefficient of friction has been multiplied by 0.6 to account for smooth contact conditions. The pressures also assume horizontal backfill and that the backfill is in a drained condition with no build-up of hydrostatic pressure. The additional effects of sloping backfill, surcharge, structural loads and groundwater conditions should be included in calculating lateral earth pressures. Backfill should be placed in accordance with the requirements of structural

⁵ American Concrete Institute

fill except that backfill in landscape and areas that will not be subject to structural loadings may be reduced to 90% of the maximum dry density as determined by ASTM D-1557.

9.0 MOISTURE CONTROL

This soils report provides recommendations for site preparation and foundation design. Inadequate surface drainage or failure to control moisture will likely result in excessive differential movement and structural damage. The following moisture control measures are highly recommended:

1. The ground surface should be graded to drain surface water away from the building in all directions. A minimum grade of 5% in the first 10 feet is recommended. Impervious surfaces such as concrete walkways or asphalt pavement adjacent to the structure are effective in reducing the potential for water migration beneath foundations and slabs and should be considered in design. Impervious surfaces such as concrete within 10 feet of the building foundation should be sloped a minimum of 2% away from the building.
2. Roof runoff should be collected, and downspouts should be designed to discharge collected water a minimum of 10 feet beyond the building footprint.
3. Grass should not be placed within 10 feet of the foundation. Large areas of grass are discouraged. Grass, if planted, should have a minimum slope of 5% away from the foundation.
4. Xeriscape (landscaping that eliminates the need for supplemental irrigation of plants) is recommended within 10 feet of the building foundation. Bubblers, although more efficient than sprinkler irrigation, still have a significant potential of introducing excessive water into the ground and saturating foundation soils. Bubblers are not recommended in the 10 feet buffer zone area. As an alternative, sealed bottom planter boxes may be used.
5. Inadequate compaction of utility trench backfill provides a conduit for water migration. All utility trenches within the building footprint and extending 5 feet beyond the footprint should be backfilled with structural fill similar to that approved for the foundations. Backfill adjacent to structures should be compacted to at least 90 percent of the maximum dry density as determined by ASTM D-1557 and the minimum slope requirements should be followed. Backfill beneath structures and the garage slab should be compacted to at least 95% of the maximum dry density.
6. Grading should be such that surface water is directed away from all cut and fill slopes and collected only in channels protected against erosion. Water should not be allowed to pond on-site.

It should be emphasized that final grading and landscaping generally occurs after construction of the structures and observation of these features is outside of normal geotechnical inspection and observation. The owner/contractor is responsible to ensure that these surface drainage and moisture control recommendations are followed throughout the life of the structures.

10.0 PAVEMENT DESIGN RECOMMENDATIONS

Design of the pavement section is based on the procedures outlined in the 1993 Guidelines for Design of Pavement Structures by the American Association of State Highway and Transportation Officials (AASHTO). A traffic index of 5.5 was used for design for the residential streets based of City of Hurricane Standards for Design and Construction. Any roadway removed along 650 South during construction of the proposed development should be replaced to match the existing pavement thickness. Based on the soils encountered during our investigation a CBR value of 10 was used for design.

For pavement design, the following design parameters have been assumed:

- ▶ Pavement Design Life - 20 years
- ▶ Structural Layer Coefficients
 - Asphalt = 0.42
 - Type II = 0.12

Based on design parameters, the following pavement section is provided for the minor residential road.

Location	Asphalt Thickness (in.)	Base Course (in.)	Scarified and Compacted Subgrade (in.)
Residential Streets (T.I = 5.5)	2.5	6.0	8.0

Recompacted on-site soils should be compacted to a minimum of 95% of the maximum dry density as determined by ASTM D-1557 and base course soils should be compacted to a minimum of 95% of the maximum dry density (ASTM D-1557). Asphalt should be compacted to at least 96% of the Marshall maximum density. Asphaltic concrete and base should be approved prior to site delivery and tested during placement for conformance with project specifications.

11.0 SOIL CORROSIVITY

A water-soluble sulfates test was performed on the sample from test pit TP-1 at the ground surface. The sample was shown to have a soluble sulfate content of 0.45 percent, classifying the sample as having a “severe” corrosive potential. Therefore, we recommend that concrete mixes used on the project be designed in accordance with ACI 318 for Sulfate Exposure S2. We recommend that buried pipes be plastic (PVC or HDPE) instead of metal, where possible.

12.0 FOUNDATION REVIEW AND TESTING

This report has been prepared to assist in project design and construction. Variations from the conditions portrayed in the exploratory investigations may occur which are sometimes sufficient to require modifications to the design. In order to incorporate recommendations provided into

actual field conditions and to confirm that the project specifications are implemented, we recommend that observation and testing be performed during construction to monitor over-excavation, grading, and preparation of soils upon which foundations elements or structural loads may be established.

13.0 LIMITATIONS

The exploratory data presented in this report were collected to provide geotechnical design recommendations for this project and subsurface site descriptions represent conditions observed at the time and at the locations explored. The investigation may not be indicative of subsurface conditions beyond the investigation locations and conditions may change with passage of time. If subsurface conditions are encountered that are significantly different than those reported herein, Landmark should be contacted immediately for the continued applicability of the recommendations. In the event changes to the project are made that differ from those presented in this report, Landmark should be made aware of the changes. Landmark will provide written verification that the recommendations and conclusions remain valid or that modifications are required.

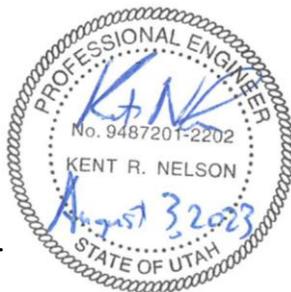
This report has been prepared to assist in project design and construction. We respectfully request the opportunity to review the final design drawings and specifications in order to determine whether the assumptions and recommendations presented herein are applicable to the anticipated designs.

This report is not intended to be used as a bid document. Any information concerning the environmental conditions of the site is beyond the scope of this geotechnical study. This geotechnical report has been prepared to meet the specific needs of our client and may not be appropriate to satisfy the needs of other users.

Site conditions and standards of practice change, therefore, we should be notified to review and update the report and its recommendations if construction is not commenced within 3 years of the date it was issued.

LANDMARK TESTING & ENGINEERING

Kent Nelson, P.E.
Project Engineer



Reviewed by:



Chad Hardman, P.E.
Project Engineer

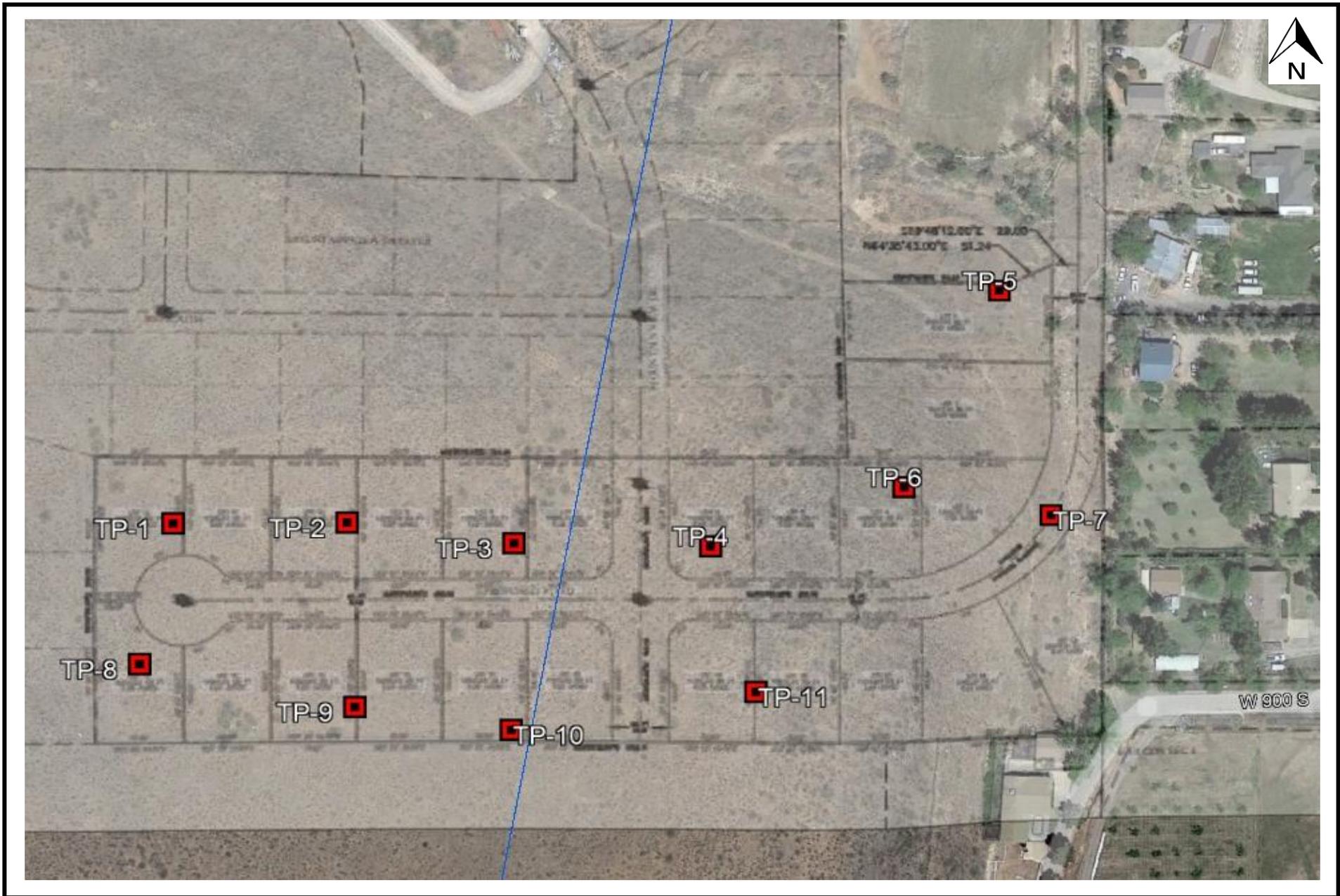
Appendix A

Field Data



VICINITY MAP
PROJECT NUMBER 230367

Figure 1



SITE MAP
PROJECT NUMBER 230367

Figure 2

TEST PIT NUMBER TP-1

DATE STARTED 6/20/23 COMPLETED 6/20/23 EXCAVATION COMPANY Client ELEVATION _____
 LOGGED BY Greg Kaiser CHECKED BY Kent Nelson EXCAVATION METHOD John Deere 310 SG

NOTES

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0		1	SILTY SAND with GRAVEL(SM), loose to medium dense, dry to slightly moist, fine to medium grained, fine roots, abundant basalt cobbles and boulders, brown								Soluble Sulfate = 0.45%

Refusal at 1.5 feet in basalt
Bottom of test pit at 1.5 feet.

TEST PIT NUMBER TP-2

DATE STARTED 6/20/23 COMPLETED 6/20/23 EXCAVATION COMPANY Client ELEVATION _____
 LOGGED BY Greg Kaiser CHECKED BY Kent Nelson EXCAVATION METHOD John Deere 310 SG

NOTES

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0		1	SILTY SAND with GRAVEL (SM), loose to medium dense, dry to slightly moist, fine to medium grained, fine roots, abundant cobbles and boulders, brown		1.6			26	36	38	

Refusal at 2 feet in basalt
Bottom of test pit at 2.0 feet.

LANDMARK 2 TEST PITS - LANDMARK NEW.GDT - 8/3/23 07:13 - P:\PROJECTS\23 PROJECTS\230367\GEO\TECH\REPORT\LOGS.GPJ



Landmark Testing & Engineering
 795 East Factory Drive
 St. George, UT 84790
 Telephone: 435-986-0568
 Fax: 435-986-0568

PROJECT NAME Kolob Views Subdivision
CLIENT Interstate Rock Products
PROJECT NUMBER 230367
PROJECT LOCATION Hurricane, Utah

Figure No. A-3

TEST PIT NUMBER TP-3

DATE STARTED 6/20/23 COMPLETED 6/20/23 EXCAVATION COMPANY Client ELEVATION _____
 LOGGED BY Greg Kaiser CHECKED BY Kent Nelson EXCAVATION METHOD John Deere 310 SG

NOTES

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0			SILTY SAND with GRAVEL (SM), loose to medium dense, dry to slightly moist, fine to medium grained, fine roots, abundant basalt cobbles and boulders, brown								

Refusal at 1.5 feet in basalt
Bottom of test pit at 1.5 feet.

TEST PIT NUMBER TP-4

DATE STARTED 6/20/23 COMPLETED 6/20/23 EXCAVATION COMPANY Client ELEVATION _____
 LOGGED BY Greg Kaiser CHECKED BY Kent Nelson EXCAVATION METHOD John Deere 310 SG

NOTES

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0		1	CLAYEY GRAVEL with SAND (GC), loose to medium dense, dry to slightly moist, fine to medium grained, fine roots, abundant basalt cobbles and boulders, brown		3.6	22	8	51	29	20	

Refusal at 2 feet in well cemented caliche
Bottom of test pit at 2.0 feet.

LANDMARK 2 TEST PITS - LANDMARK NEW.GDT - 8/3/23 07:13 - P:\PROJECTS\23 PROJECTS\230367\GEO\TECH\REPORT\LOGS.GPJ



Landmark Testing & Engineering
 795 East Factory Drive
 St. George, UT 84790
 Telephone: 435-986-0568
 Fax: 435-986-0568

PROJECT NAME Kolob Views Subdivision
CLIENT Interstate Rock Products
PROJECT NUMBER 230367
PROJECT LOCATION Hurricane, Utah

Figure No. A-4

TEST PIT NUMBER TP-5

DATE STARTED 6/20/23 **COMPLETED** 6/20/23 **EXCAVATION COMPANY** Client **ELEVATION** _____
LOGGED BY Greg Kaiser **CHECKED BY** Kent Nelson **EXCAVATION METHOD** John Deere 310 SG

NOTES

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0	[Symbol]	1	SILTY SAND with GRAVEL (SM), loose to medium dense, dry to slightly moist, fine to medium grained, fine roots, abundant basalt cobbles and boulders, brown								
	[Symbol]	2			7.1			18	47	35	
		3	Refusal at 4 feet in caliche Bottom of test pit at 4.0 feet.								

TEST PIT NUMBER TP-6

DATE STARTED 6/20/23 **COMPLETED** 6/20/23 **EXCAVATION COMPANY** Client **ELEVATION** _____
LOGGED BY Greg Kaiser **CHECKED BY** Kent Nelson **EXCAVATION METHOD** John Deere 310 SG

NOTES

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0	[Symbol]		SILTY SAND with GRAVEL (SM), loose to medium dense, dry to slightly moist, fine to medium grained, fine roots, abundant basalt cobbles and boulders, brown								
			Refusal at 0.5 feet in basalt Bottom of test pit at 0.5 feet.								

LANDMARK 2 TEST PITS - LANDMARK NEW.GDT - 8/3/23 07:13 - P:\PROJECTS\23 PROJECTS\230367\GEO\TECH\REPORT\LOGS.GPJ



Landmark Testing & Engineering
 795 East Factory Drive
 St. George, UT 84790
 Telephone: 435-986-0568
 Fax: 435-986-0568

PROJECT NAME Kolob Views Subdivision
CLIENT Interstate Rock Products
PROJECT NUMBER 230367
PROJECT LOCATION Hurricane, Utah

Figure No. A-5

TEST PIT NUMBER TP-7

DATE STARTED 6/20/23 COMPLETED 6/20/23 EXCAVATION COMPANY Client ELEVATION _____
 LOGGED BY Greg Kaiser CHECKED BY Kent Nelson EXCAVATION METHOD John Deere 310 SG

NOTES

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0			SILTY SAND with GRAVEL (SM), loose to medium dense, dry to slightly moist, fine to medium grained, fine roots, abundant basalt cobbles and boulders, brown Refusal at 1 feet in basalt Bottom of test pit at 1.0 feet.								

TEST PIT NUMBER TP-8

DATE STARTED 6/20/23 COMPLETED 6/20/23 EXCAVATION COMPANY Client ELEVATION _____
 LOGGED BY Greg Kaiser CHECKED BY Kent Nelson EXCAVATION METHOD John Deere 310 SG

NOTES

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0			SILTY SAND with GRAVEL (SM), loose to medium dense, dry to slightly moist, fine to medium grained, fine roots, abundant basalt cobbles and boulders, brown Refusal at 2 feet in basalt Bottom of test pit at 2.0 feet.								

LANDMARK 2 TEST PITS - LANDMARK NEW.GDT - 8/3/23 07:13 - P:\PROJECTS\23 PROJECTS\230367\GEO\TECH\REPORT\LOGS.GPJ



Landmark Testing & Engineering
 795 East Factory Drive
 St. George, UT 84790
 Telephone: 435-986-0568
 Fax: 435-986-0568

PROJECT NAME Kolob Views Subdivision
CLIENT Interstate Rock Products
PROJECT NUMBER 230367
PROJECT LOCATION Hurricane, Utah

Figure No. A-6

TEST PIT NUMBER TP-9

DATE STARTED 6/20/23 COMPLETED 6/20/23 EXCAVATION COMPANY Client ELEVATION _____
 LOGGED BY Greg Kaiser CHECKED BY Kent Nelson EXCAVATION METHOD John Deere 310 SG

NOTES

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0											
	[Hatched Pattern]	1	CLAYEY GRAVEL with SAND (GC), loose to medium dense, dry to slightly moist, fine to medium grained, fine roots, abundant basalt cobbles and boulders, brown		4.5	24	8	57	28	15	
	[Hatched Pattern]	2									

Refusal at 3 feet in caliche
Bottom of test pit at 3.0 feet.

TEST PIT NUMBER TP-10

DATE STARTED 6/20/23 COMPLETED 6/20/23 EXCAVATION COMPANY Client ELEVATION _____
 LOGGED BY Greg Kaiser CHECKED BY Kent Nelson EXCAVATION METHOD John Deere 310 SG

NOTES

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0											
	[Dotted Pattern]	1	SILTY SAND with GRAVEL (SM), loose to medium dense, dry to slightly moist, fine to medium grained, fine roots, abundant basalt cobbles and boulders, brown		2.5			14	47	39	
	[Dotted Pattern]	2									
	[Hatched Pattern]		CLAYEY GRAVEL with SAND (GC), medium dense to dense, slightly moist, brown		8.2			57	28	15	

Refusal at 3.5 feet in caliche
Bottom of test pit at 3.5 feet.

LANDMARK 2 TEST PITS - LANDMARK NEW.GDT - 8/3/23 07:13 - P:\PROJECTS\23 PROJECTS\230367\GEO\TECH\REPORT\LOGS.GPJ



Landmark Testing & Engineering
 795 East Factory Drive
 St. George, UT 84790
 Telephone: 435-986-0566
 Fax: 435-986-0568

PROJECT NAME Kolob Views Subdivision
CLIENT Interstate Rock Products
PROJECT NUMBER 230367
PROJECT LOCATION Hurricane, Utah

Figure No. A-7

TEST PIT NUMBER TP-11

DATE STARTED 6/20/23 COMPLETED 6/20/23 EXCAVATION COMPANY Client ELEVATION _____

LOGGED BY Greg Kaiser CHECKED BY Kent Nelson EXCAVATION METHOD John Deere 310 SG

NOTES

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0											

LANDMARK 2 TEST PITS - LANDMARK NEW.GDT - 8/3/23 07:14 - P:\PROJECTS\23 PROJECTS\230367\GEO\TECH\REPORT\LOGS.GPJ

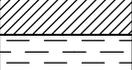
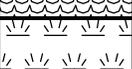
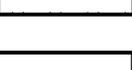


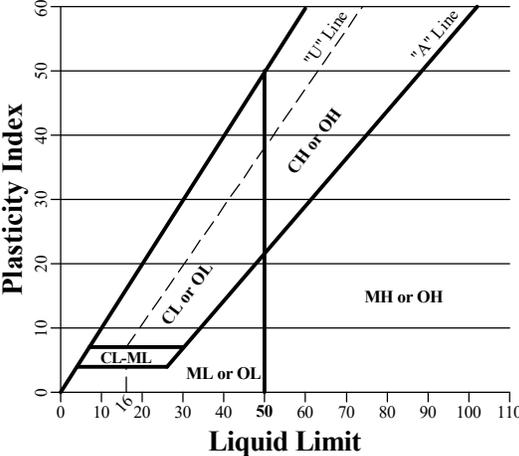
Landmark Testing & Engineering
 795 East Factory Drive
 St. George, UT 84790
 Telephone: 435-986-0566
 Fax: 435-986-0568

PROJECT NAME Kolob Views Subdivision
CLIENT Interstate Rock Products
PROJECT NUMBER 230367
PROJECT LOCATION Hurricane, Utah

Figure No. A-8

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS	SYMBOLS	TYPICAL NAMES	
COARSE-GRAINED SOILS (More than 50% of soil Retained on No. 200 sieve size)	GRAVELS More than 1/2 of coarse fraction > No.4 sieve size		GW Well graded gravels or gravel-sand mixtures little or no fines.
			GP Poorly graded gravels or gravel-sand mixtures little or no fines.
			GM Silty gravels, gravel-sand-silt mixtures
	SANDS More than 1/2 of coarse fraction < No.4 sieve size		GC Clayey gravels, gravel-sand-clay mixtures
			SW Well graded sands or gravelly sand mixtures little or no fines.
			SP Poorly graded sands or gravelly sand mixtures little or no fines.
			SM Silty sands, sand-silt mixtures
			SC Clayey sands, sand-clay mixtures
		FINE-GRAINED SOILS (Less than 50% of soil Retained on No. 200 sieve size)	SILTS & CLAYS Liquid Limit < 50
	CL Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.		
	OL Organic silts and organic silty clays of low plasticity		
SILTS & CLAYS Liquid Limit > 50			MH Inorganic silts, micaceous or diatomaceous fine sand or silty soils, elastic silts
			CH Inorganic clays of high plasticity, fat clays
			OH Organic clays of medium to high plasticity, organic silty clays, organic silts
			PT Peat and other highly organic soils

GRAIN SIZE CHART	SAMPLES	PLASTICITY CURVE																																												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">CLASSIFICATION</th> <th colspan="2">Range of Grain Size</th> </tr> <tr> <th>U.S. Standard Sieve Size</th> <th>Grain Size in Millimeters</th> </tr> </thead> <tbody> <tr> <td>BOULDERS</td> <td>Above 12"</td> <td>Above 305</td> </tr> <tr> <td>COBBLES</td> <td>12" to 3"</td> <td>305 to 76.2</td> </tr> <tr> <td rowspan="2">GRAVEL</td> <td>3" to No. 4</td> <td>76.2 to 4.76</td> </tr> <tr> <td>Coarse 3" to 3/4"</td> <td>76.2 to 19.1</td> </tr> <tr> <td>Fine 3/4" to No. 4</td> <td>19.1 to 4.76</td> </tr> <tr> <td rowspan="4">SAND</td> <td>No. 4 to No. 200</td> <td>4.76 to 0.074</td> </tr> <tr> <td>Coarse No. 4 to No. 10</td> <td>4.76 to 2.00</td> </tr> <tr> <td>Medium No. 10 to No. 40</td> <td>2.00 to 0.42</td> </tr> <tr> <td>Fine No. 40 to No. 200</td> <td>0.420 to 0.074</td> </tr> <tr> <td>SILT & CLAY</td> <td>Below No. 200</td> <td>Below 0.074</td> </tr> </tbody> </table>	CLASSIFICATION	Range of Grain Size		U.S. Standard Sieve Size	Grain Size in Millimeters	BOULDERS	Above 12"	Above 305	COBBLES	12" to 3"	305 to 76.2	GRAVEL	3" to No. 4	76.2 to 4.76	Coarse 3" to 3/4"	76.2 to 19.1	Fine 3/4" to No. 4	19.1 to 4.76	SAND	No. 4 to No. 200	4.76 to 0.074	Coarse No. 4 to No. 10	4.76 to 2.00	Medium No. 10 to No. 40	2.00 to 0.42	Fine No. 40 to No. 200	0.420 to 0.074	SILT & CLAY	Below No. 200	Below 0.074	<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="text-align: center;"></td> <td>Relatively Undisturbed Sample</td> </tr> <tr> <td style="text-align: center;"></td> <td>Block Sample</td> </tr> <tr> <td style="text-align: center;"></td> <td>Bag Sample</td> </tr> <tr> <td style="text-align: center;"></td> <td>Auger Cuttings</td> </tr> <tr> <td style="text-align: center;"></td> <td>Bucket Sample</td> </tr> <tr> <td style="text-align: center;"></td> <td>Core</td> </tr> <tr> <td style="text-align: center;"></td> <td>No Recovery</td> </tr> </tbody> </table>		Relatively Undisturbed Sample		Block Sample		Bag Sample		Auger Cuttings		Bucket Sample		Core		No Recovery	 <p>The graph plots Plasticity Index (y-axis, 0 to 60) against Liquid Limit (x-axis, 0 to 110). It features three lines: a dashed 'U' line, a solid 'A' line, and a solid 'CL-ML' line. The region between the 'U' and 'A' lines is labeled 'CH or OH'. The region below the 'A' line is labeled 'MH or OH'. The region below the 'CL-ML' line is labeled 'ML or OL'.</p>
CLASSIFICATION		Range of Grain Size																																												
	U.S. Standard Sieve Size	Grain Size in Millimeters																																												
BOULDERS	Above 12"	Above 305																																												
COBBLES	12" to 3"	305 to 76.2																																												
GRAVEL	3" to No. 4	76.2 to 4.76																																												
	Coarse 3" to 3/4"	76.2 to 19.1																																												
Fine 3/4" to No. 4	19.1 to 4.76																																													
SAND	No. 4 to No. 200	4.76 to 0.074																																												
	Coarse No. 4 to No. 10	4.76 to 2.00																																												
	Medium No. 10 to No. 40	2.00 to 0.42																																												
	Fine No. 40 to No. 200	0.420 to 0.074																																												
SILT & CLAY	Below No. 200	Below 0.074																																												
	Relatively Undisturbed Sample																																													
	Block Sample																																													
	Bag Sample																																													
	Auger Cuttings																																													
	Bucket Sample																																													
	Core																																													
	No Recovery																																													



Landmark Testing & Engineering
 795 East Factory Drive
 St. George, UT 84790
 Telephone: 435-986-0566
 Fax: 435-986-0568

PROJECT NAME Kolob Views Subdivision

CLIENT Interstate Rock Products

PROJECT NUMBER 230367

PROJECT LOCATION Hurricane, Utah

Figure No. A-9

Appendix B

Laboratory Data



**WATER-SOLUBLE
SULFATE IN SOIL**

Client: Interstate Rock Products
42 South 850 West Suite 201
Hurricane, UT 84737

Date of Report: 7/6/2023
Reviewed By: Z. Girsberger
Lab#: 23SG3545

Project: Kolob Views Subdivision **Project #:** 230367
Location: Hurricane **Sampled By:** G. Kaiser **Date:** 6/20/2023
Type of Sample: Brown Silty Sand **Tested By:** A. Pay **Date:** 7/6/2023
Location of Sample: Test Pit 1 at 0' **Authorized By:** Client **Date:** 6/20/2023

Test	Result %	Exposure Class	Test Standard
Percent Water-Soluble Sulfate in Soil	0.45	S2	ASTM C1580



SOIL CLASSIFICATION REPORT

Client: Interstate Rock Products
 42 South 850 West Suite 201
 Hurricane, UT 84737

Date of Report: 7/5/2023
Reviewed By: Z. Girsberger
Lab#: 23SG3546

Project: Kolob Views Subdivision **Project #:** 230367
Location: Hurricane **Sampled By:** G. Kaiser **Date:** 6/20/2023
Type of Sample: Brown Silty Sand with Gravel **Tested By:** K. Pack **Date:** 7/5/2023
Location of Sample: Test Pit 2 at 0.0' **Authorized By:** Client **Date:** 6/20/2023

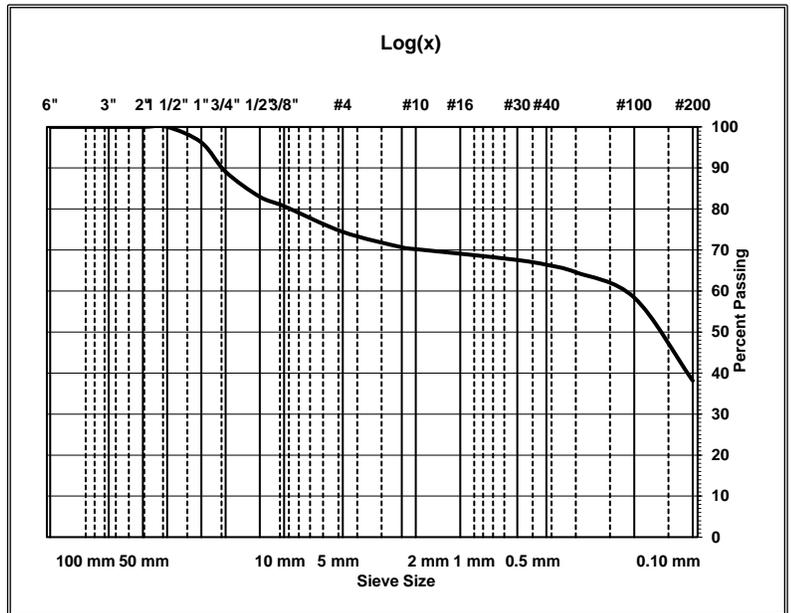
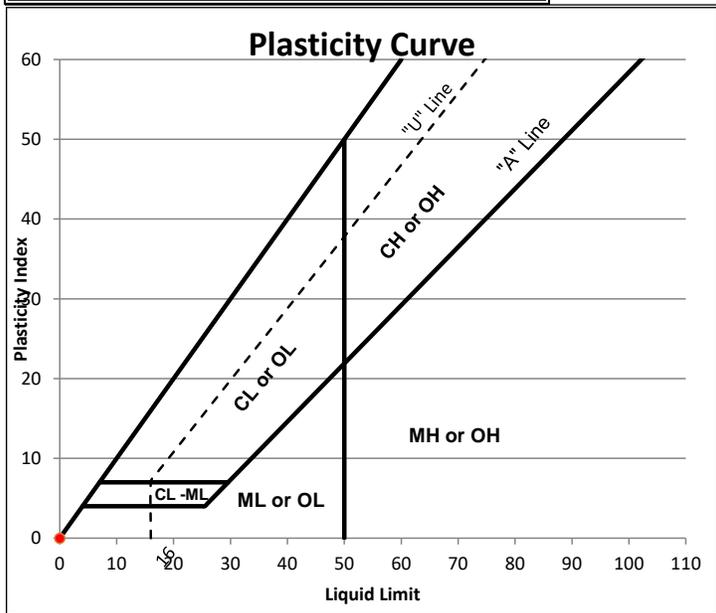
Sieve Analysis , ASTM C136 and C117

Sieve Size	% Passing Cumulative	Specification
150 mm	6"	
75 mm	3"	
50 mm	2"	
37.5 mm	1-1/2"	100
25 mm	1"	96
19 mm	3/4"	89
12.5 mm	1/2"	83
9.5 mm	3/8"	81
4.75 mm	#4	74
2.00 mm	#10	70
1.18 mm	#16	69
425 µm	#40	66
300 µm	#50	65
75 µm	#200	38.1

Test	Result	Specification	Test Standard
Natural Moisture Content, %	1.6		ASTM D 2216
Liquid Limit			ASTM D 4318
Plasticity Index			ASTM D 4318
Unified Classification System	SM		ASTM D 2487
AASHTO Classification System	A-4(0)		AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	26.0	35.9	38.1

Diameter D ₆₀	Diameter D ₃₀	Diameter D ₁₀	Coefficient of Uniformity, C _u	Coefficient of Concavity, C _c





SOIL CLASSIFICATION REPORT

Client: Interstate Rock Products
 42 South 850 West Suite 201
 Hurricane, UT 84737

Date of Report: 6/23/2023
Reviewed By: Z. Girsberger
Lab#: 23SG3547

Project: Kolob Views Subdivision **Project #:** 230367
Location: Hurricane **Sampled By:** G. Kaiser **Date:** 6/20/2023
Type of Sample: Brown Clayey Gravel with Sand **Tested By:** A. Pay **Date:** 6/22/2023
Location of Sample: Test Pit 4 at 1' **Authorized By:** Client **Date:** 6/20/2023

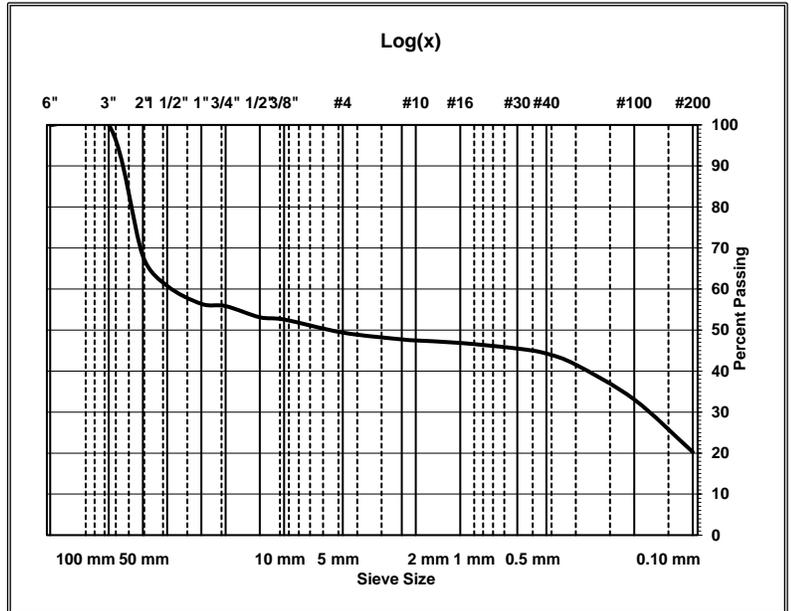
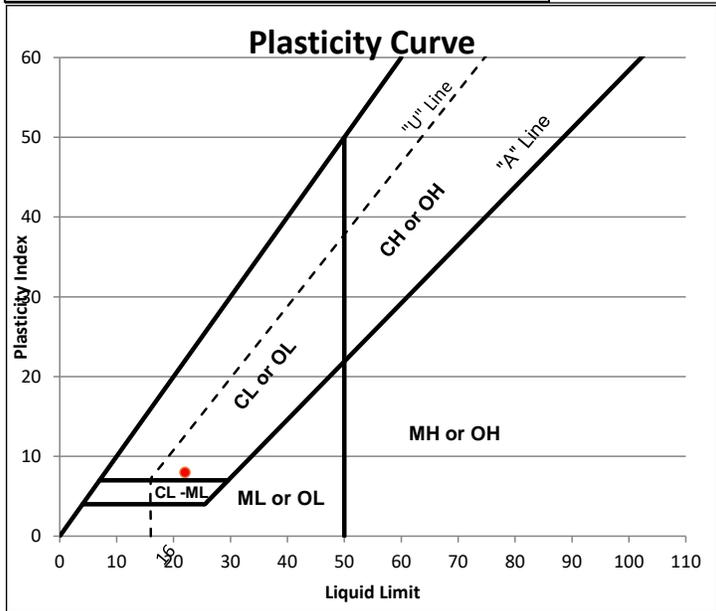
Sieve Analysis , ASTM C136 and C117

Sieve Size	% Passing Cumulative	Specification
150 mm	6"	
75 mm	3"	100
50 mm	2"	68
37.5 mm	1-1/2"	61
25 mm	1"	56
19 mm	3/4"	56
12.5 mm	1/2"	53
9.5 mm	3/8"	53
4.75 mm	#4	49
2.00 mm	#10	47
1.18 mm	#16	47
425 µm	#40	44
300 µm	#50	42
75 µm	#200	20.3

Test	Result	Specification	Test Standard
Natural Moisture Content, %	3.6		ASTM D 2216
Liquid Limit	22		ASTM D 4318
Plasticity Index	8		ASTM D 4318
Unified Classification System	GC		ASTM D 2487
AASHTO Classification System	A-2-4(0)		AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	51.0	28.7	20.3

Diameter D ₆₀	Diameter D ₃₀	Diameter D ₁₀	Coefficient of Uniformity, C _u	Coefficient of Concavity, C _c





SOIL CLASSIFICATION REPORT

Client: Interstate Rock Products
 42 South 850 West Suite 201
 Hurricane, UT 84737

Date of Report: 6/26/2023
Reviewed By: Z. Girsberger
Lab#: 23SG3548

Project: Kolob Views Subdivision **Project #:** 230367
Location: Hurricane **Sampled By:** G. Kaiser **Date:** 6/20/2023
Type of Sample: Brown Silty Sand with Gravel **Tested By:** P. Twitchell **Date:** 6/26/2023
Location of Sample: Test Pit 5 at 3.5' **Authorized By:** Client **Date:** 6/20/2023

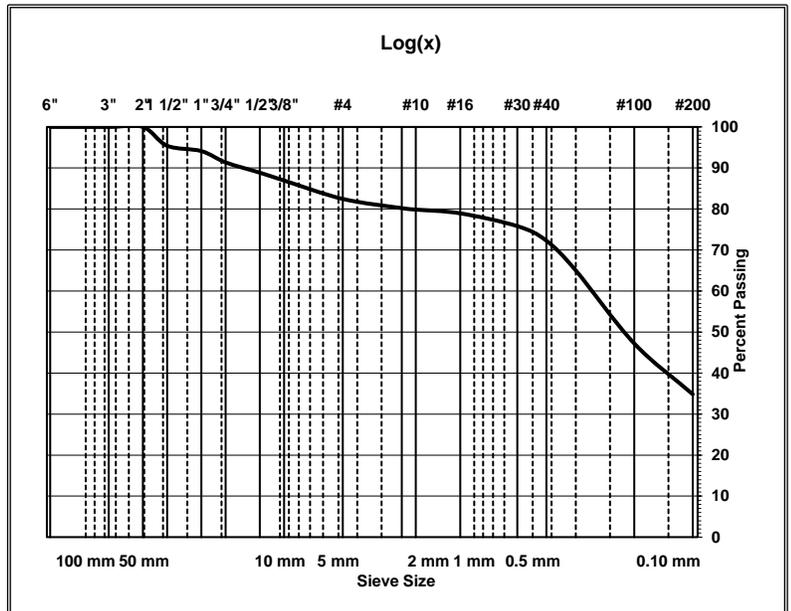
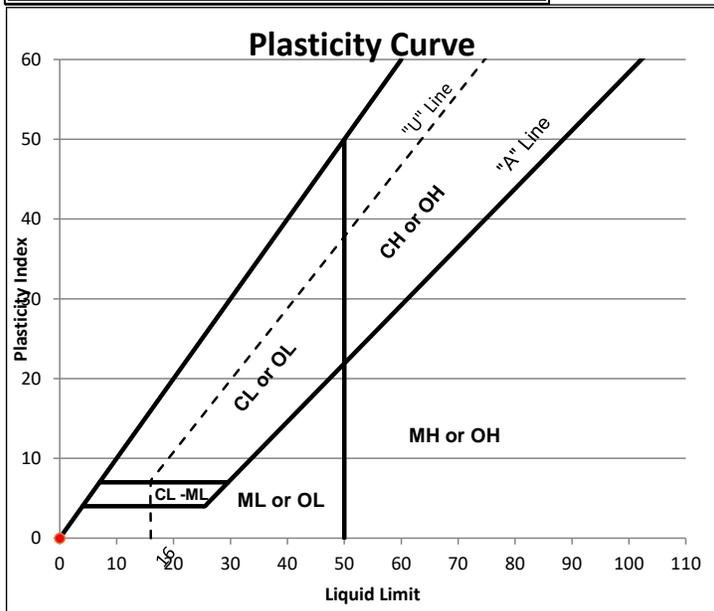
Sieve Analysis , ASTM C136 and C117

Sieve Size	% Passing Cumulative	Specification
150 mm	6"	
75 mm	3"	
50 mm	2"	100
37.5 mm	1-1/2"	95
25 mm	1"	94
19 mm	3/4"	91
12.5 mm	1/2"	89
9.5 mm	3/8"	87
4.75 mm	#4	82
2.00 mm	#10	80
1.18 mm	#16	79
425 µm	#40	72
300 µm	#50	65
75 µm	#200	34.8

Test	Result	Specification	Test Standard
Natural Moisture Content, %	7.1		ASTM D 2216
Liquid Limit			ASTM D 4318
Plasticity Index			ASTM D 4318
Unified Classification System	SM		ASTM D 2487
AASHTO Classification System	A-2-4(0)		AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	18.0	47.2	34.8

Diameter D ₆₀	Diameter D ₃₀	Diameter D ₁₀	Coefficient of Uniformity, C _u	Coefficient of Concavity, C _c





SOIL CLASSIFICATION REPORT

Client: Interstate Rock Products
 42 South 850 West Suite 201
 Hurricane, UT 84737

Date of Report: 6/23/2023
Reviewed By: Z. Girsberger
Lab#: 23SG3549

Project: Kolob Views Subdivision **Project #:** 230367
Location: Hurricane **Sampled By:** G. Kaiser **Date:** 6/20/2023
Type of Sample: Brown Clayey Gravel with Sand **Tested By:** A. Pay **Date:** 6/22/2023
Location of Sample: Test Pit 9 at 1.5' **Authorized By:** Client **Date:** 6/20/2023

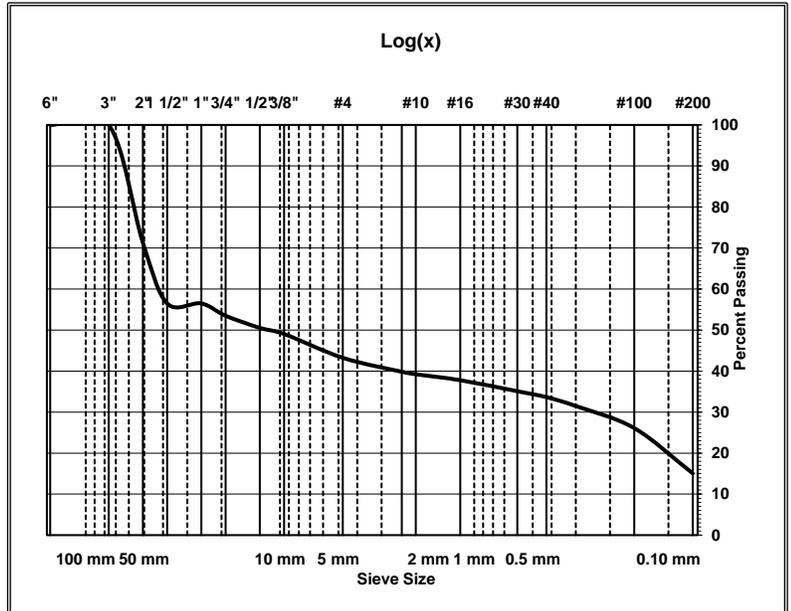
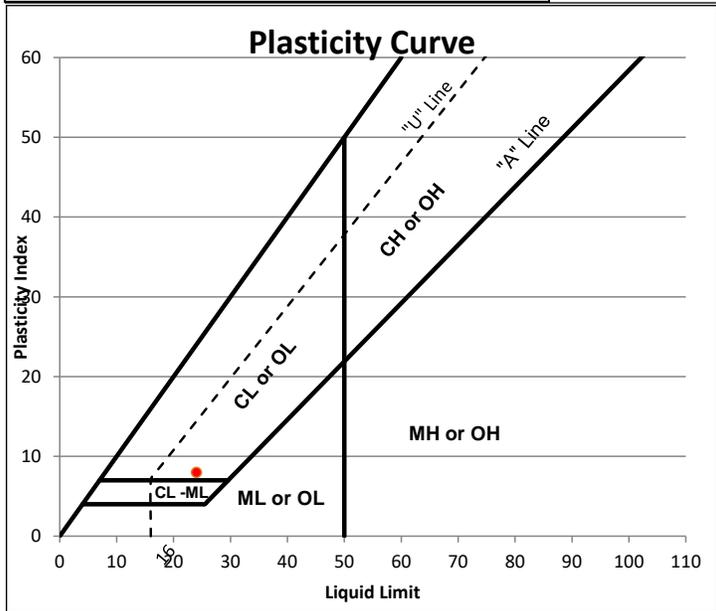
Sieve Analysis , ASTM C136 and C117

Sieve Size	% Passing Cumulative	Specification
150 mm	6"	
75 mm	3"	100
50 mm	2"	71
37.5 mm	1-1/2"	56
25 mm	1"	56
19 mm	3/4"	53
12.5 mm	1/2"	51
9.5 mm	3/8"	49
4.75 mm	#4	43
2.00 mm	#10	39
1.18 mm	#16	38
425 µm	#40	34
300 µm	#50	31
75 µm	#200	15.1

Test	Result	Specification	Test Standard
Natural Moisture Content, %	4.5		ASTM D 2216
Liquid Limit	24		ASTM D 4318
Plasticity Index	8		ASTM D 4318
Unified Classification System	GC		ASTM D 2487
AASHTO Classification System	A-2-4(0)		AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	57.0	27.9	15.1

Diameter D ₆₀	Diameter D ₃₀	Diameter D ₁₀	Coefficient of Uniformity, C _u	Coefficient of Concavity, C _c





SOIL CLASSIFICATION REPORT

Client: Interstate Rock Products
 42 South 850 West Suite 201
 Hurricane, UT 84737

Date of Report: 6/26/2023
Reviewed By: Z. Girsberger
Lab#: 23SG3550

Project: Kolob Views Subdivision **Project #:** 230367
Location: Hurricane **Sampled By:** G. Kaiser **Date:** 6/20/2023
Type of Sample: Brown Silty Sand **Tested By:** P. Twitchell **Date:** 6/26/2023
Location of Sample: Test Pit 10 at 2' **Authorized By:** Client **Date:** 6/20/2023

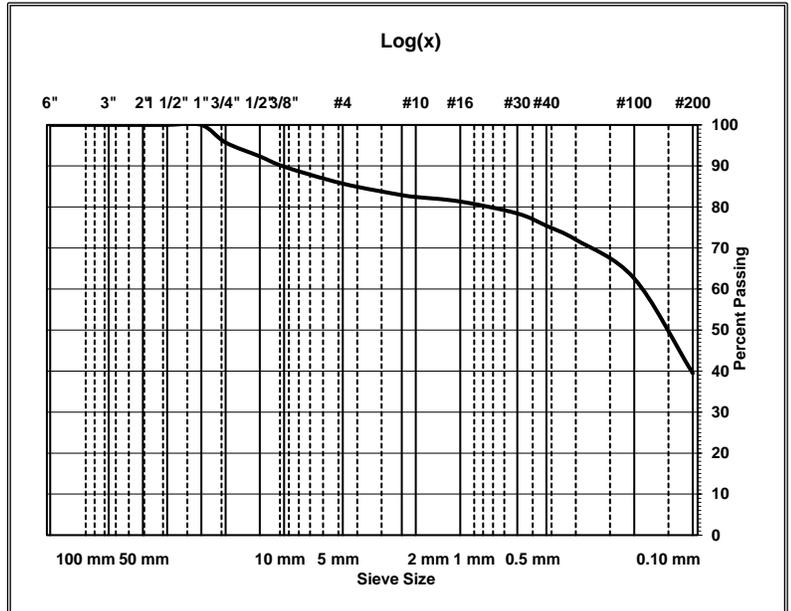
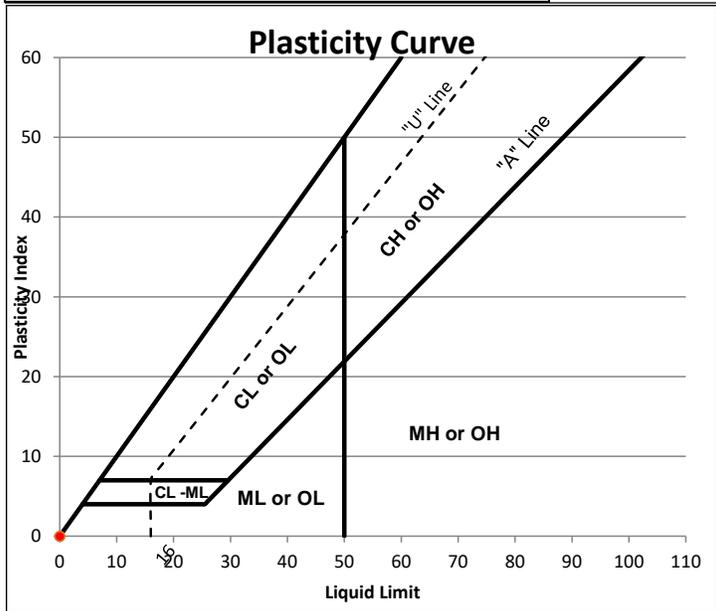
Sieve Analysis , ASTM C136 and C117

Sieve Size	% Passing Cumulative	Specification
150 mm	6"	
75 mm	3"	
50 mm	2"	
37.5 mm	1-1/2"	
25 mm	1"	100
19 mm	3/4"	96
12.5 mm	1/2"	92
9.5 mm	3/8"	90
4.75 mm	#4	86
2.00 mm	#10	82
1.18 mm	#16	81
425 µm	#40	75
300 µm	#50	72
75 µm	#200	39.5

Test	Result	Specification	Test Standard
Natural Moisture Content, %	2.5		ASTM D 2216
Liquid Limit			ASTM D 4318
Plasticity Index			ASTM D 4318
Unified Classification System	SM		ASTM D 2487
AASHTO Classification System	A-4(0)		AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	14.0	46.5	39.5

Diameter D ₆₀	Diameter D ₃₀	Diameter D ₁₀	Coefficient of Uniformity, C _u	Coefficient of Concavity, C _c





SOIL CLASSIFICATION REPORT

Client: Interstate Rock Products
 42 South 850 West Suite 201
 Hurricane, UT 84737

Date of Report: 6/30/2023
Reviewed By: Z. Girsberger
Lab#: 23SG3551

Project: Kolob Views Subdivision **Project #:** 230367
Location: Hurricane **Sampled By:** G. Kaiser **Date:** 6/20/2023
Type of Sample: Brown Silty Gravel with Sand **Tested By:** K. Pack **Date:** 6/29/2023
Location of Sample: Test Pit 10 at 3' **Authorized By:** Client **Date:** 6/20/2023

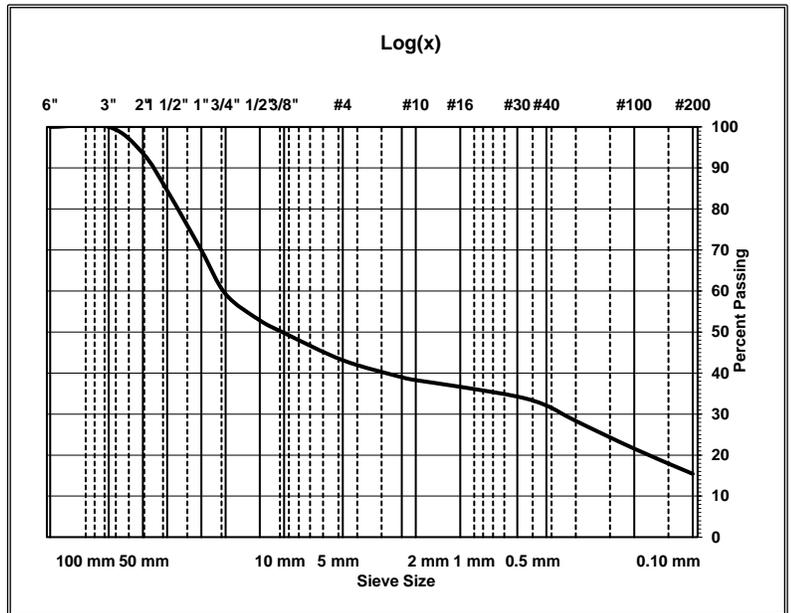
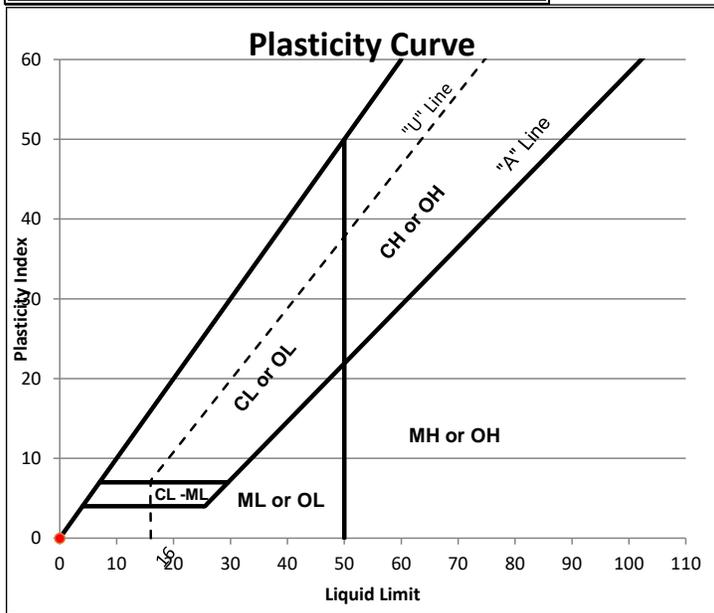
Sieve Analysis , ASTM C136 and C117

Sieve Size	% Passing Cumulative	Specification
150 mm	6"	
75 mm	3"	100
50 mm	2"	94
37.5 mm	1-1/2"	85
25 mm	1"	70
19 mm	3/4"	59
12.5 mm	1/2"	53
9.5 mm	3/8"	50
4.75 mm	#4	43
2.00 mm	#10	38
1.18 mm	#16	37
425 µm	#40	32
300 µm	#50	28
75 µm	#200	15.4

Test	Result	Specification	Test Standard
Natural Moisture Content, %	8.2		ASTM D 2216
Liquid Limit			ASTM D 4318
Plasticity Index			ASTM D 4318
Unified Classification System	GM		ASTM D 2487
AASHTO Classification System	A-1-b		AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	57.0	27.6	15.4

Diameter D ₆₀	Diameter D ₃₀	Diameter D ₁₀	Coefficient of Uniformity, C _u	Coefficient of Concavity, C _c



PROJECT DETAILS:

OWNER/APPLICANT:
 THE OWNER FOR THIS PROJECT IS:
 MARIANA STEWART
 CONTACT: MARIANA STEWART
 132 N TOQUER BLVD, TOQUERVILLE, UT, 84774
 (772) 224-1212(CELL)
PLANS PREPARED BY:
 THE ENGINEER FOR THIS PROJECT IS:
 INTERSTATE ROCK PRODUCTS
 CONTACT: COLT STRATTON
 42 SOUTH 850 WEST HURRICANE, UTAH 84737
 (435)635-2628 (OFFICE)
GEOTECHNICAL ENGINEERING BY:
 LANDMARK TESTING
 PROJECT NO.: 230367
 DATE: AUGUST 3, 2023

PROJECT LOCATION:
 APPROX. ADDRESS:
 PLAT: NORTHWEST 1/4 OF SECTION 2, SLB8M
 ASSESSOR PARCEL: T-68-A-1 AND T-68-A-3 UTILITY
 & ACCESS EASEMENT

CONSTRUCTION PLANS FOR: KOLOB VIEWS SUBDIVISION

LOCATED IN NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 13 WEST
 SALT LAKE BASE AND MERIDIAN
 HURRICANE, UTAH

APPROVALS		
ENTITY	SIGNATURES	DATE
PARKS		
STREETS		
POWER		
PHONE		
CABLE		
GAS		
FIRE		
WATER		
WCWCD		
GIS		
PLANNING		
CITY ENGINEER		
PUBLIC WORKS		

INTERSTATE ROCK

 GENERAL BUILDING & ENGINEERING CONTRACTOR
 42 SOUTH 850 WEST, HURRICANE, UT 84737
 P: 435.635.2628 | F: 435.635.2177

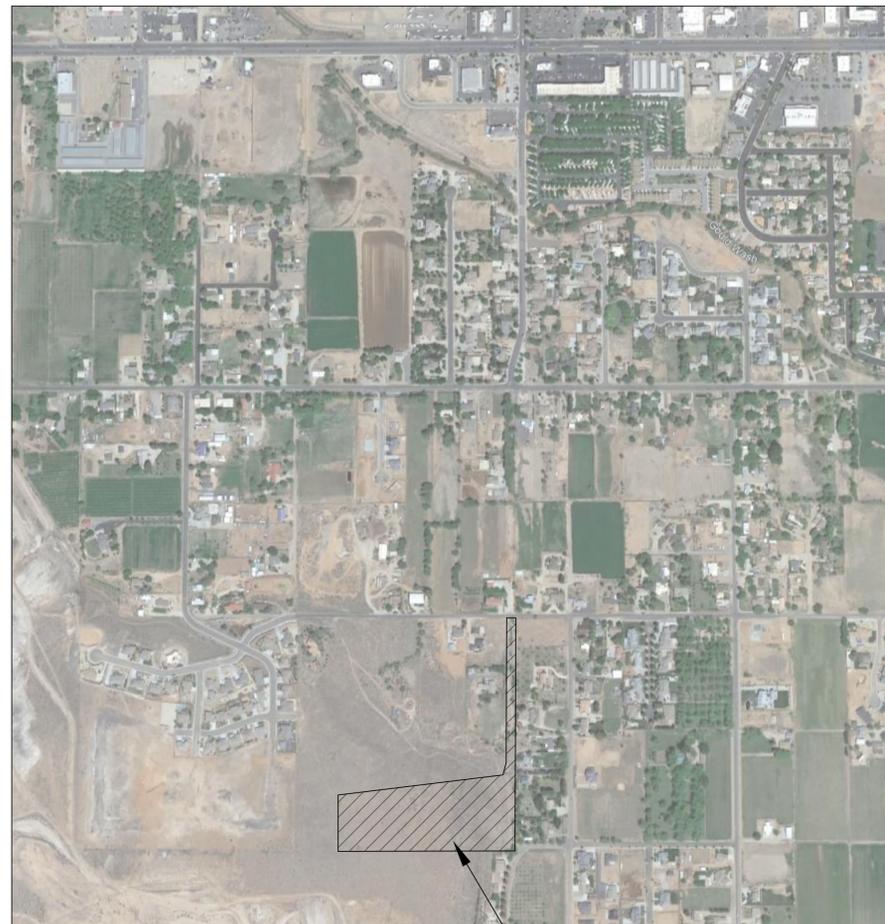


DESIGNED BY IRP
 DRAWN BY SZ
 CHECKED BY KS

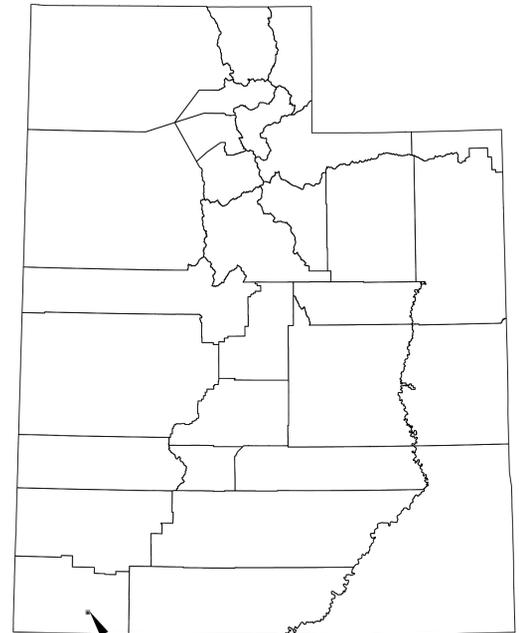
INTERSTATE ROCK PRODUCTS
 COVER SHEET
 KOLOB VIEWS SUBDIVISION
 HURRICANE, UT

REV.	DATE	DESCRIPTION	BY

DATE: 11/08/2023
 PROJ. # 3000-1468 PAGE # C-1.0



PROJECT LOCATION



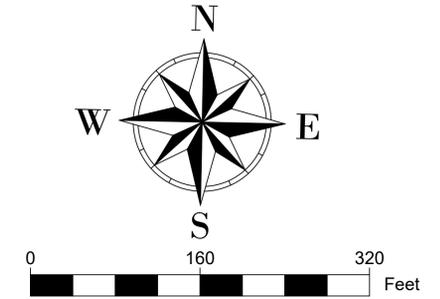
PROJECT LOCATION



Sheet List Table	
Sheet Number	Sheet Title
C-1.0	COVER SHEET
C-2.0	EXISTING CONDITIONS
C-4.0	Preliminary Plat
C-4.1	Phase Map
C-7.1	Sensitive Lands
PP-1	Plan & Profile 850 South
PP-2	Plan & Profile 1450 West
PP-3	Plan & Profile 1150 West
PP-3.1	Plan & Profile 1150 West
PP-3.2	Plan & Profile 1150 West



EXISTING CONDITIONS: KOLOB VIEWS SUBDIVISION



MOUNTAIN VIEW ESTATES
REFERENCE: APPROVED CONSTRUCTION DRAWINGS
GRADING PLAN, MOUNTAIN VIEW ESTATES FOR RAC, INC.,
ENGINEER: BROWN CONSULTING ENGINEERING
DATED: 5/2022

DEFINITION	EXISTING
HARDSCAPES/MISC.	
ASPHALT	
CONCRETE	
HISTORIC AREA / DND	
ADA RAMP	
WATERWAY	
30" CURB & GUTTER	
STREET LIGHT	
COMMUNICATION BOX & PEDISTAL	
POWER VAULT & TRANSFORMER	

INTERSTATE ROCK
GENERAL BUILDING & ENGINEERING CONTRACTOR
42 SOUTH 850 WEST, HURRICANE, UT 84737
P: 435.635.2628 | F: 435.635.2177



DESIGNED BY IRP
DRAWN BY SZ
CHECKED BY KS

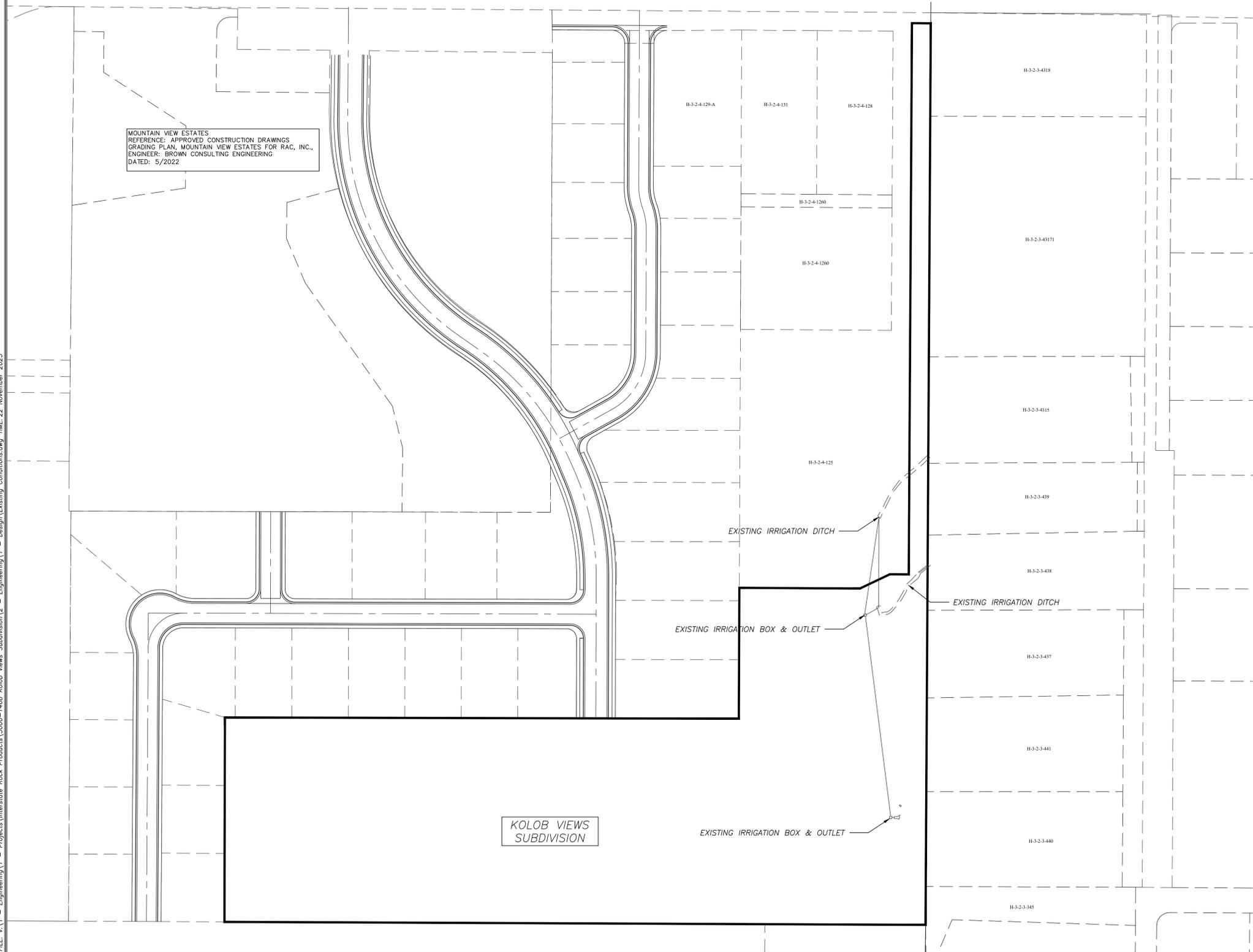
INTERSTATE ROCK PRODUCTS
EXISTING CONDITIONS
KOLOB VIEWS SUBDIVISION
HURRICANE, UT

REV.	DATE	DESCRIPTION	BY

DATE 11/08/2023
PROJ. # 3000-1468 PAGE # C-2.0

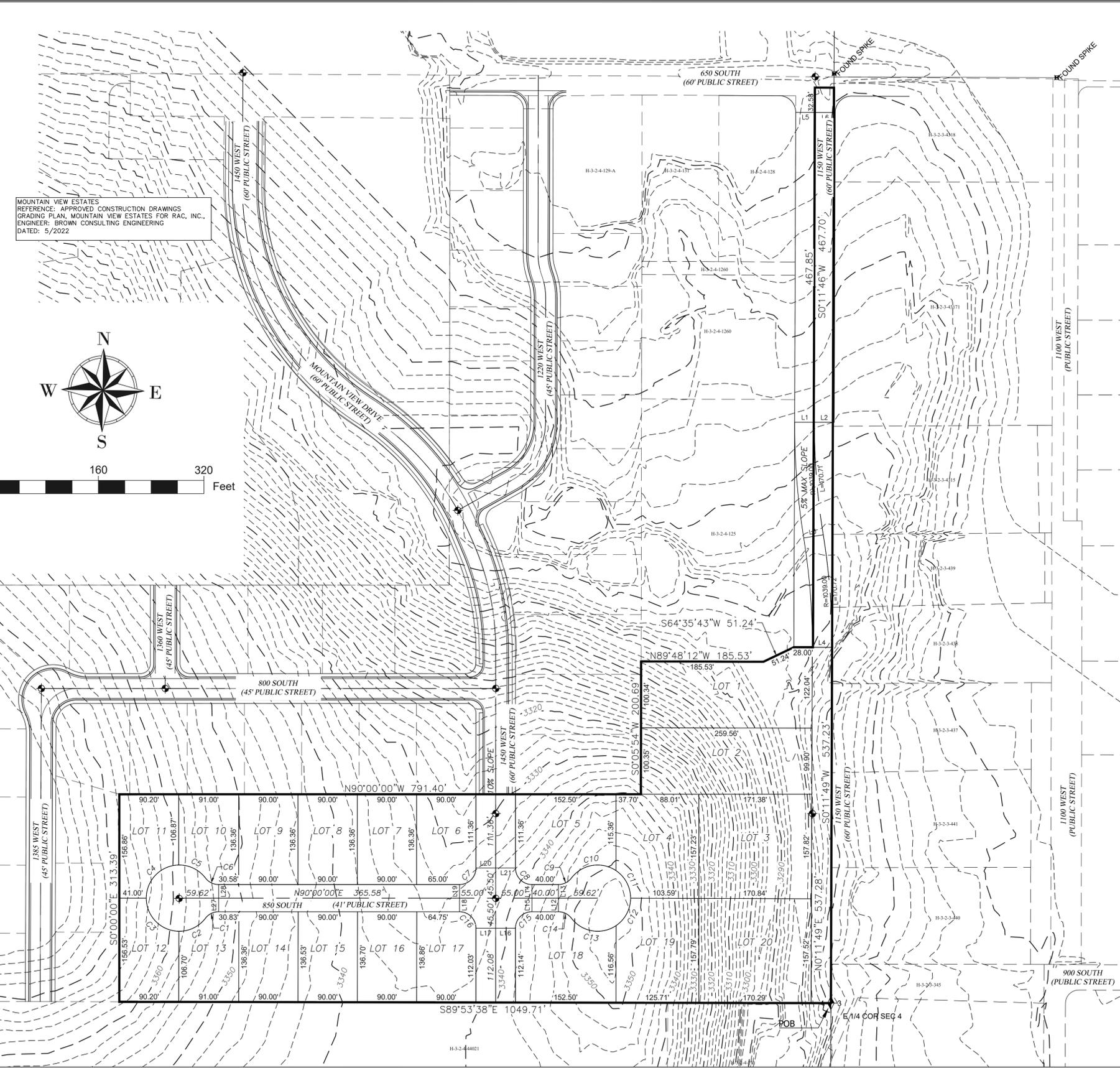
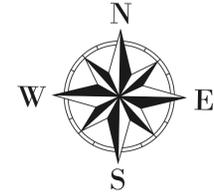


FILE: V:\1 - Engineering\1 - Projects\Interstate Rock Products\3000-1468 Kolob Views Subdivision\2 - Engineering\1 - Design\Existing Conditions.dwg TIME: 22 November 2023



FILE: V1.1 - Engineering 1 - Projects\Interstate Rock Products\3000-1468 Kolob Views Subdivision\2 - Engineering 1 - Design\Preliminary Plat.dwg TIME: 22 November, 2023

MOUNTAIN VIEW ESTATES
 REFERENCE: APPROVED CONSTRUCTION DRAWINGS
 GRADING PLAN, MOUNTAIN VIEW ESTATES FOR RAC, INC.,
 ENGINEER: BROWN CONSULTING ENGINEERING
 DATED: 5/2022



PRELIMINARY PLAT KOLOB VIEWS SUBDIVISION

LOCATED IN NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 13 WEST
 SALT LAKE BASE AND MERIDIAN
 HURRICANE, UTAH

PARCEL ID H-3-2-4-127 BOUNDARY DESCRIPTION
 BEGINNING AT THE EAST QUARTER CORNER OF LOT 4, TOWNSHIP 43 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°53'38" WEST ALONG THE QUARTER SECTION LINE 1079.71 FEET; THENCE NORTH 0°00'00" EAST 313.39 FEET; THENCE NORTH 90°00'00" EAST 791.40 FEET; THENCE NORTH 0°05'54" EAST 200.69 FEET; THENCE SOUTH 89°48'12" EAST 185.53 FEET; THENCE NORTH 64°35'43" EAST 51.24 FEET; THENCE SOUTH 89°48'12" EAST 29.00 FEET; THENCE NORTH 0°11'48" EAST 845.17 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 650 SOUTH STREET; THENCE SOUTH 89°43'30" EAST, ALONG SAID RIGHT OF WAY LINE, 29.00 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 4; THENCE SOUTH 0°11'48" WEST, ALONG THE SECTION LINE, 1382.36 FEET TO THE POINT OF BEGINNING.

Parcel #	AREA acre	AREA sqft
1	0.62	27128.10 sqft
2	0.60	25979.49 sqft
3	0.62	26953.52 sqft
4	0.44	19093.80 sqft
5	0.43	18919.28 sqft
6	0.28	12138.59 sqft
7	0.28	12272.72 sqft
8	0.28	12272.72 sqft
9	0.28	12272.72 sqft
10	0.26	11389.87 sqft
11	0.28	12225.70 sqft
12	0.28	12213.45 sqft
13	0.26	11388.74 sqft
14	0.28	12280.11 sqft
15	0.28	12295.11 sqft
16	0.28	12310.11 sqft
17	0.28	12173.60 sqft
18	0.44	19071.74 sqft
20	0.62	26890.00 sqft

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	22.97	25.00	52.65	N63° 40' 28"E	22.17
C2	46.55	50.00	53.34	N64° 01' 06"E	44.88
C3	77.94	50.00	89.31	S44° 39' 21"E	70.28
C4	77.74	50.00	89.08	S44° 32' 32"W	70.14
C5	46.75	50.00	53.57	N64° 07' 56"W	45.06
C6	22.97	25.00	52.65	N63° 40' 28"W	22.17
C7	39.27	25.00	90.00	S45° 00' 00"W	35.36
C8	39.27	25.00	90.00	N45° 00' 00"W	35.36
C9	22.97	25.00	52.65	S63° 40' 28"W	22.17
C10	75.52	50.00	86.54	S80° 37' 07"W	68.54
C11	48.98	50.00	56.12	N28° 02' 58"W	47.04
C12	48.70	50.00	55.80	N27° 54' 48"E	46.79
C13	75.78	50.00	86.84	S80° 46' 03"E	68.73
C14	22.97	25.00	52.65	S63° 40' 28"E	22.17
C15	39.27	25.00	90.00	N45° 00' 00"E	35.36
C16	39.27	25.00	90.00	S45° 00' 00"E	35.36

Line #	Length
L1	30.00
L2	30.00
L3	30.00
L4	30.00
L5	30.00
L6	30.00
L12	20.50
L13	20.50
L14	20.50
L15	20.50
L16	30.00
L17	30.00
L18	20.50
L19	20.50
L20	30.00
L21	30.00
L27	20.50
L28	20.50

DEVELOPEMENT SITE INFORMATION
 TOTAL AREA: 9.73 ACRES
 ZONE: R1-10
 NUMBER OF LOTS: 20
 DENSITY: 2.06 LOT/ACRE

REQUIRED SET BACKS
 FRONT 25 FT
 SIDE 10 FT
 REAR 20 FT
 STREET SIDE 20 FT

HURRICANE TYPICAL STREET CROSS SECTIONS USED:
 41' RESIDENTIAL MINIMUM STREET
 60' MINOR COLLECTOR STREET

LEDGEND	
	PROPERTY LINE
	ADJACENT PROPERTY LINE
	CENTER LINE
	CENTERLINE MONUMENT (TO BE INSTALLED)
	FOUND MONUMENT
	SECTION CORNER

NOTE: CONTOURS 2 & 10

INTERSTATE ROCK
 GENERAL BUILDING & ENGINEERING CONTRACTOR
 42 SOUTH 850 WEST, HURRICANE, UT 84737
 P: 435.635.2628 | F: 435.635.2177



DESIGNED BY IRP
 DRAWN BY SZ
 CHECKED BY KS

INTERSTATE ROCK PRODUCTS
 PRELIMINARY PLAT
 KOLOB VIEWS SUBDIVISION
 HURRICANE, UT

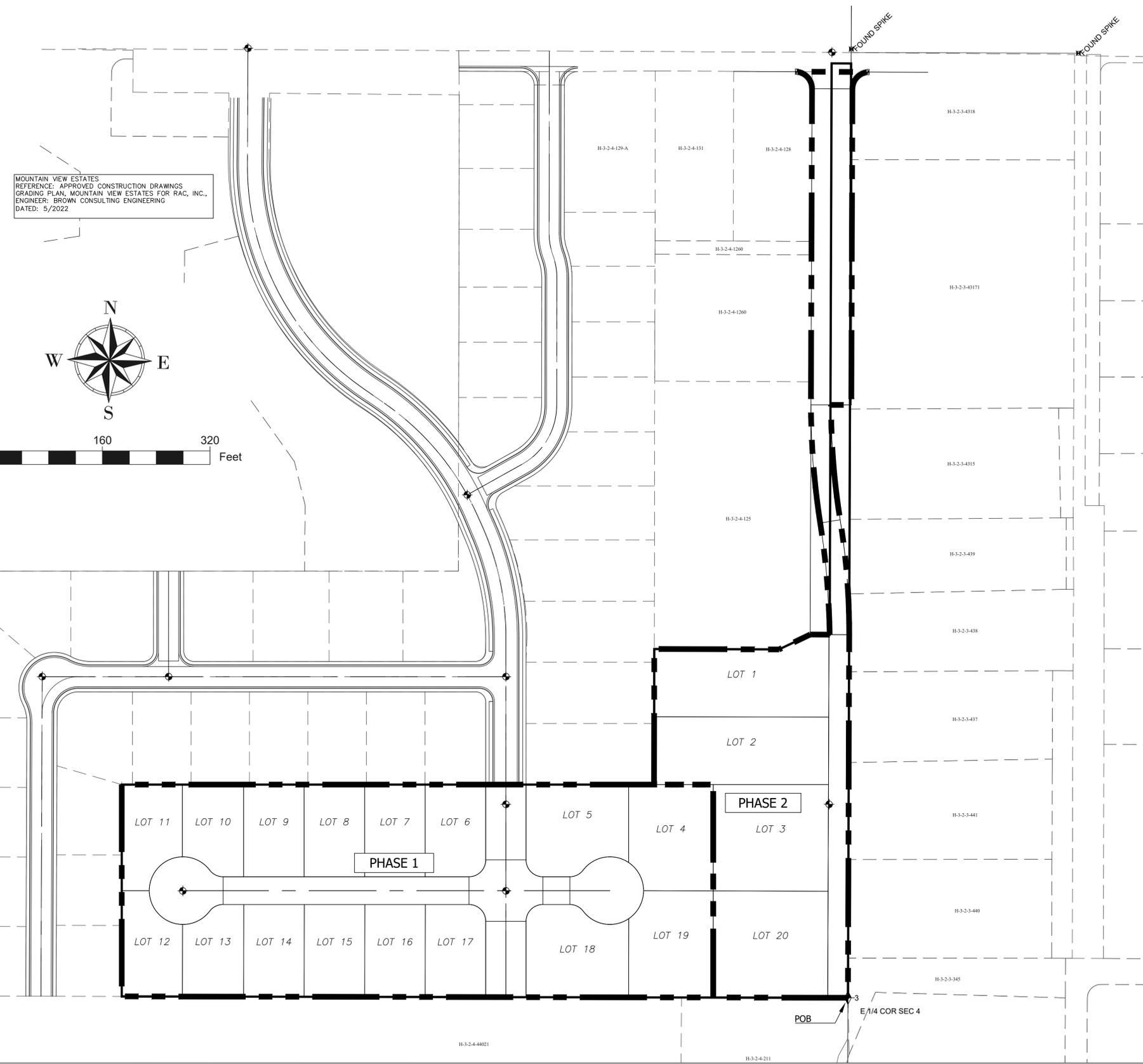
REV.	DATE	DESCRIPTION	BY

DATE: 11/08/2023
 PROJ. # 3000-1468
 PAGE # C-4.0



FILE: V:\1 - Engineering\1 - Projects\Interstate Rock Products\3000-1468 Kolob Views Subdivision\2 - Engineering\1 - Design\Preiminary Plat.dwg TIME: 22 November 2023

MOUNTAIN VIEW ESTATES
 REFERENCE APPROVED CONSTRUCTION DRAWINGS
 GRADING PLAN, MOUNTAIN VIEW ESTATES FOR RAC, INC.,
 ENGINEER: BROWN CONSULTING ENGINEERING
 DATED: 5/2022



PHASE MAP KOLOB VIEWS SUBDIVISION

LOCATED IN NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 13 WEST
 SALT LAKE BASE AND MERIDIAN
 HURRICANE, UTAH

DEVELOPMENT SITE INFORMATION

TOTAL AREA: 9.73 ACRES
 ZONE: R1-10
 NUMBER OF LOTS: 20
 DENSITY: 2.06 LOT/ACRE

REQUIRED SET BACKS
 FRONT 25 FT
 SIDE 10 FT
 REAR 20 FT
 STREET SIDE 20 FT

LEDGEND	
	PROPERTY LINE
	ADJACENT PROPERTY LINE
	CENTER LINE
	CENTERLINE MONUMENT (TO BE INSTALLED)
	FOUND MONUMENT
	SECTION CORNER
	PHASE LINE

INTERSTATE ROCK
 GENERAL BUILDING & ENGINEERING CONTRACTOR
 42 SOUTH 850 WEST, HURRICANE, UT 84737
 P: 435.635.2628 | F: 435.635.2177



DESIGNED BY IRP
 DRAWN BY SZ
 CHECKED BY KS

INTERSTATE ROCK PRODUCTS	PHASE MAP	KOLOB VIEWS SUBDIVISION	HURRICANE, UT
--------------------------	-----------	-------------------------	---------------

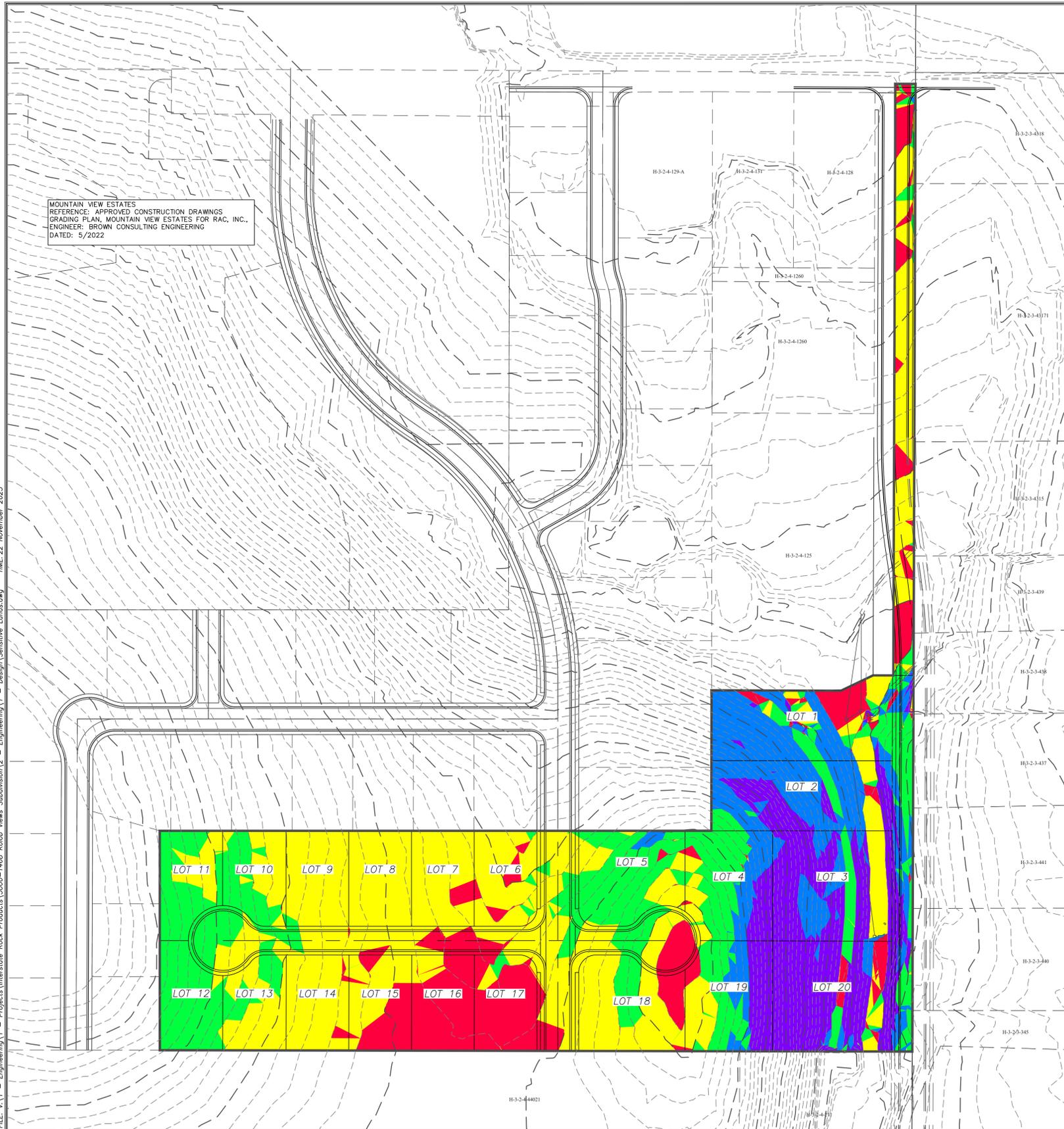
REV.	DATE	DESCRIPTION	BY



DATE: **11/08/2023**
 PROJ. # 3000-1468 PAGE # C-4.1

FILE: V:\1 - Engineering\1 - Projects\Interstate Rock Products\3000-1468 Kolob Views Subdivision\2 - Engineering\1 - Design\Sensitive Lands.dwg TIME: 22 November 2023

MOUNTAIN VIEW ESTATES
 REFERENCE: APPROVED CONSTRUCTION DRAWINGS
 GRADING PLAN, MOUNTAIN VIEW ESTATES FOR, RAC, INC.,
 ENGINEER: BROWN CONSULTING ENGINEERING
 DATED: 5/2022

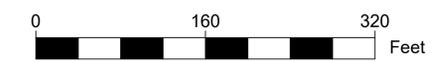
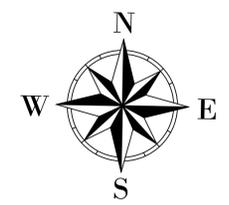


NOTES

1. GRADING PLAN FOR MOUNTAIN VIEW ESTATES IS SHOWN FOR REFERENCE ONLY. REFERENCE OVERLAY FROM APPROVED CONSTRUCTION DRAWINGS, GRADING PLAN DATED 05-2022 AS DESIGNED BY BROWN CONSULTING ENGINEERS.
2. COLOR GRADATIONS REPRESENT AREAS THAT MEET HURRICANE CITY'S DEFINITION FOR SENSITIVE LANDS. CHANGE IN ELEVATION WHICH IS EQUAL TO OR GREATER THAN 10 % FOR A DISTANCE OF 100 FEET OR MORE ARE SHOWN. REFERENCE HURRICANE CITY ORDINANCE SEC. 10-24-2.
3. VERTICAL PROFILE FOR MOUNTAIN VIEW DR, AS PRESENTED AND APPROVED WITH MOUNTAIN VIEW ESTATES SUBDIVISION, TERMINATES AT THE NORTH PROPERTY LINE OF ZION VIEWS SUBDIVISION APPROXIMATELY 6 VERTICAL FEET BELOW EXISTING GRADE AND AN APPROACH GRADE OF 10%.
4. MAINTAINING THE ESTABLISHED GRADE FOR MOUNTAIN VIEW DRIVE RESULTS IN SIGNIFICANT IMPACTS ON TERRAIN LOCATED WITHIN THE SENSITIVE LANDS ZONE BETWEEN 1100 WEST AND MOUNTAIN VIEW DRIVE.
5. RIGHT-OF-WAY FOR 1150 WEST IS ESTABLISHED AT 58-FEET. WIDTH TRANSITIONS THROUGH THE HORIZONTAL CURVE TO A WIDTH OF 45-FEET.

PROPERTY CHARACTERISTICS

1. RATIO OF SLOPES GREATER THAN TEN PERCENT:
 TOTAL PROPERTY AREA INCLUDING OWNED PROPERTY WITHIN THE 1100 WEST CORRIDOR 9.73 ACRES
 TOTAL AREA WITH EXISTING SLOPES GREATER THAN 10% 4.57 ACRES
 TOTAL AREA WITH EXISTING SLOPES GREATER THAN 20% 2.38 ACRES
 TOTAL AREA WITH EXISTING SLOPES GREATER THAN 30% 1.25 ACRES



Number	Minimum Slope	Maximum Slope	Color	Area (acre)
1	0.00%	5.00%	Red	1.28
2	5.00%	10.00%	Yellow	3.88
3	10.00%	20.00%	Green	2.19
4	20.00%	30.00%	Blue	1.13
5	30.00%	260.91%	Purple	1.25

INTERSTATE ROCK
 GENERAL BUILDING & ENGINEERING CONTRACTOR
 42 SOUTH 850 WEST, HURRICANE, UT 84737
 P: 435.635.2628 | F: 435.635.2177



DESIGNED BY IRP
 DRAWN BY SZ
 CHECKED BY KS

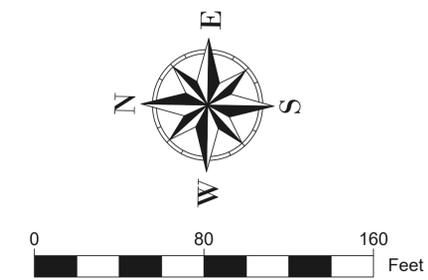
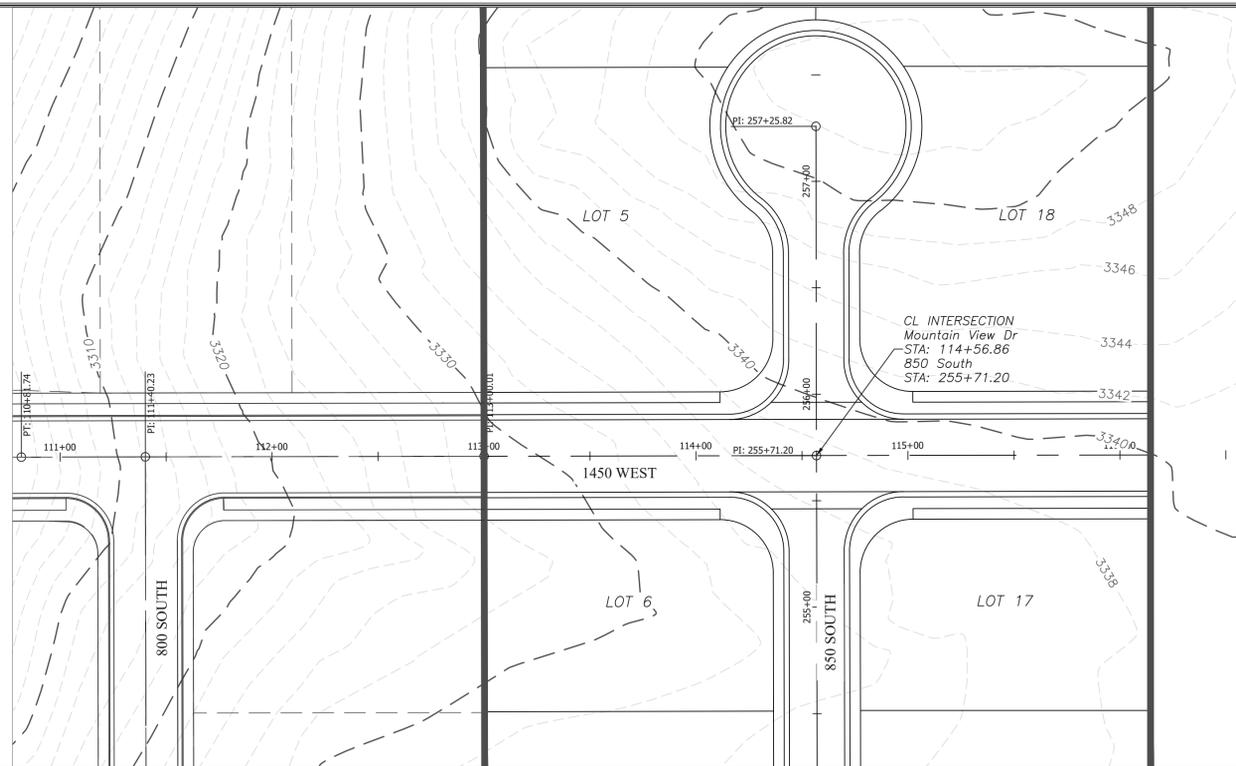
INTERSTATE ROCK PRODUCTS	
SENSITIVE LANDS	
KOLOB VIEWS SUBDIVISION	
HURRICANE, UT	

REV.	DATE	DESCRIPTION	BY



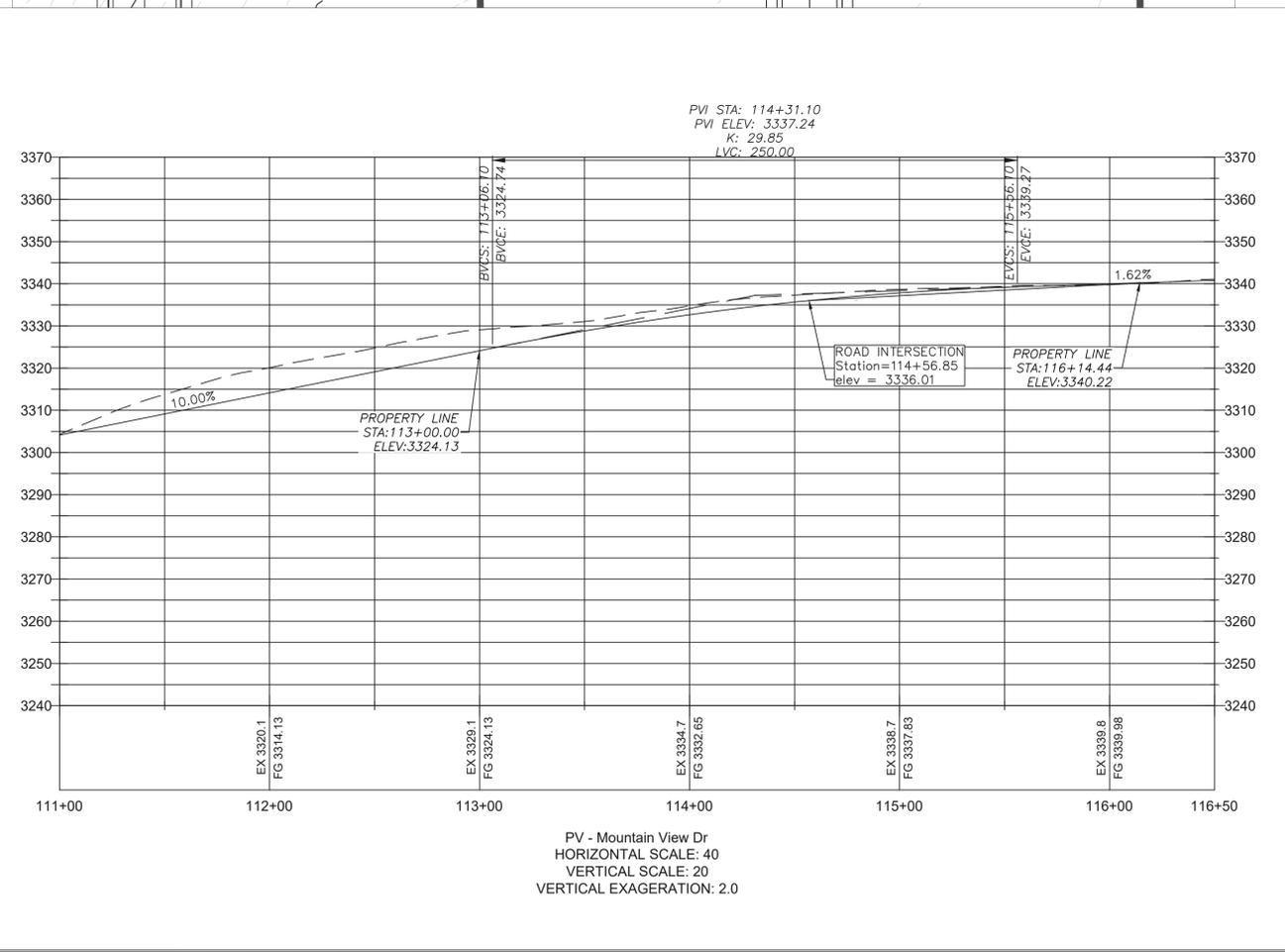
DATE 11/08/2023
 PROJ. # 3000-1468 PAGE # C-7.1

FILE: V:\1 - Engineering\1 - Projects\Interstate Rock Products\3000-1468 Kolob Views Subdivision\2 - Engineering\1 - Design\PP 1450 West.dwg IME.22 November, 2023



LEGEND		
DEFINITION	PROPOSED	EXISTING
PROFILE		
SURFACE LINE	—————	-----
CONTOUR MAJOR	—————	-----
CONTOUR MINOR	—————	-----

NOTE: CONTOURS 2 & 10



PV - Mountain View Dr
HORIZONTAL SCALE: 40
VERTICAL SCALE: 20
VERTICAL EXAGGERATION: 2.0

INTERSTATE ROCK

 GENERAL BUILDING & ENGINEERING CONTRACTOR
 42 SOUTH 850 WEST, HURRICANE, UT 84737
 P: 435.635.2628 | F: 435.635.2177

NOTED FOR CONSTRUCTION

 AUGUST 16, 2014
 No. 94984
 COLT LUTHERTON
 STATE OF UTAH

DESIGNED BY IRP
 DRAWN BY SZ
 CHECKED BY KS

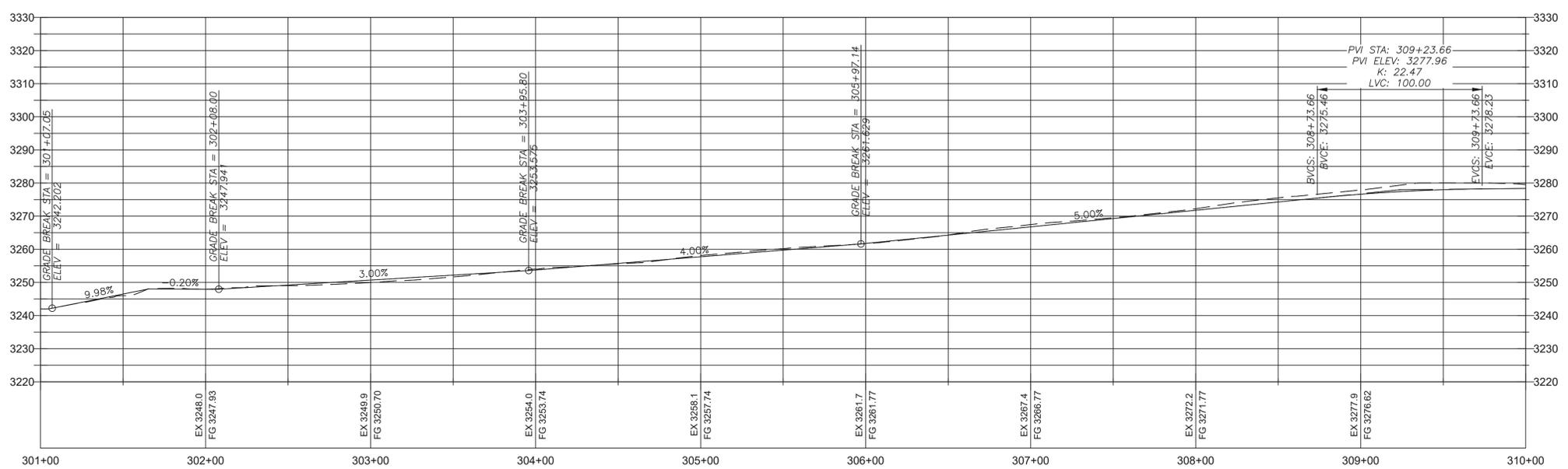
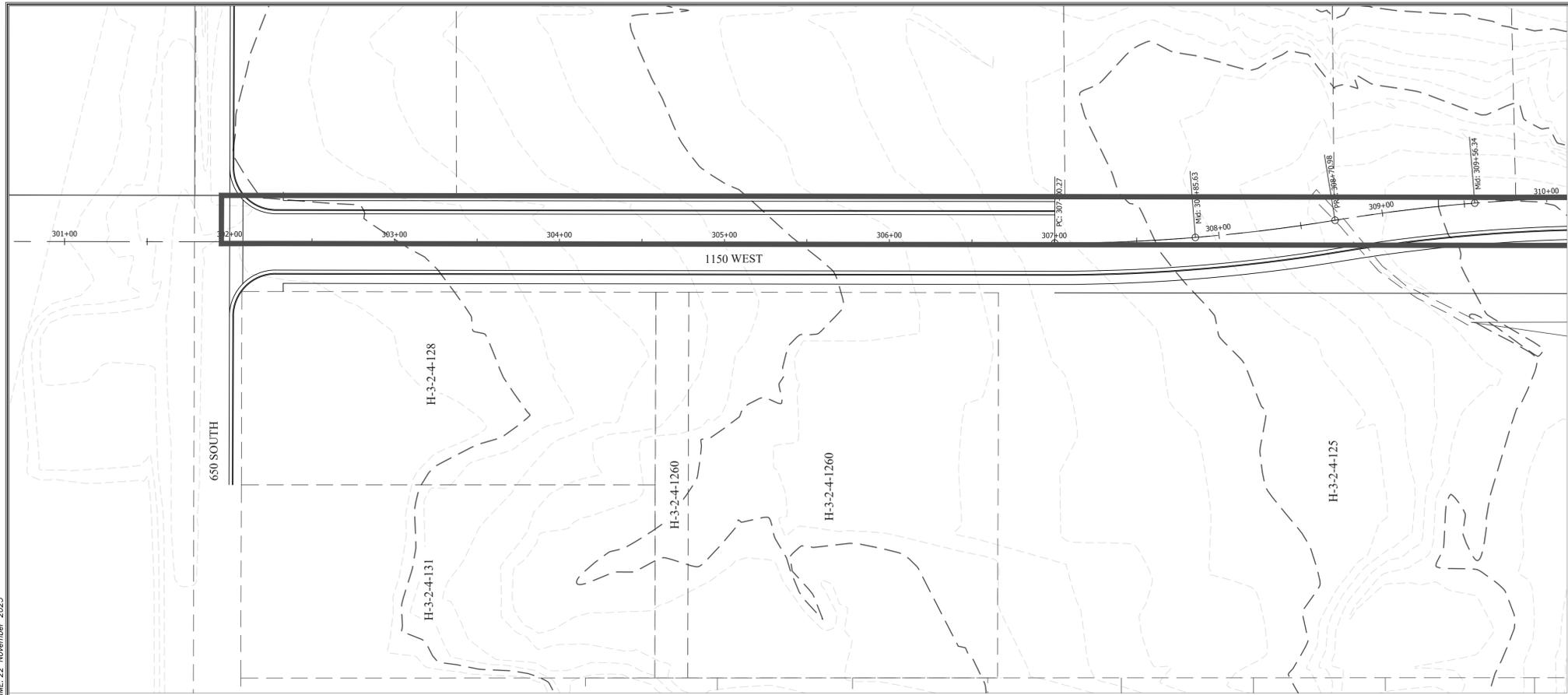
INTERSTATE ROCK PRODUCTS	HURRICANE, UT
PLAN & PROFILE 1450 WEST	
KOLOB VIEWS SUBDIVISION	

REV.	DATE	DESCRIPTION	BY

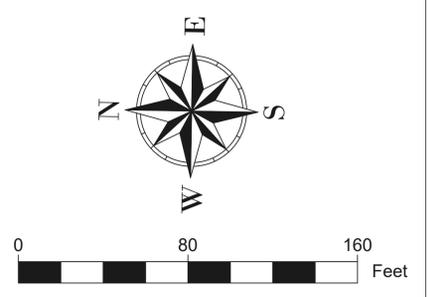
DATE: 11/08/2023
 PROJ. # 3000-1468 PAGE # PP-2



FILE: V:\1 - Engineering\1 - Projects\Interstate Rock Products\3000-1468 Kolob Views Subdivision\2 - Engineering\1 - Design\PP 1150 West.dwg IME.22 November, 2023



PV - 1150 South - Sta 301+00 to 310+00
 HORIZONTAL SCALE: 40
 VERTICAL SCALE: 20
 VERTICAL EXAGGERATION: 2.0



LEGEND		
DEFINITION	PROPOSED	EXISTING
PROFILE		
SURFACE LINE	_____	_____
CONTOUR MAJOR	_____	_____
CONTOUR MINOR	_____	_____

NOTE: CONTOURS 2 & 10

INTERSTATE ROCK
 GENERAL BUILDING & ENGINEERING CONTRACTOR
 42 SOUTH 850 WEST, HURRICANE, UT 84737
 P: 435.635.2628 | F: 435.635.2177



DESIGNED BY IRP
 DRAWN BY SZ
 CHECKED BY KS

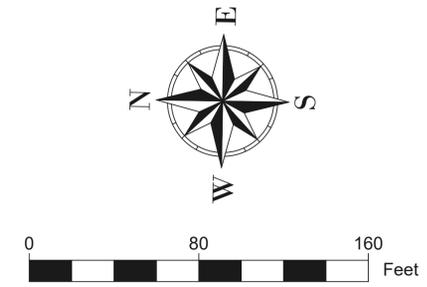
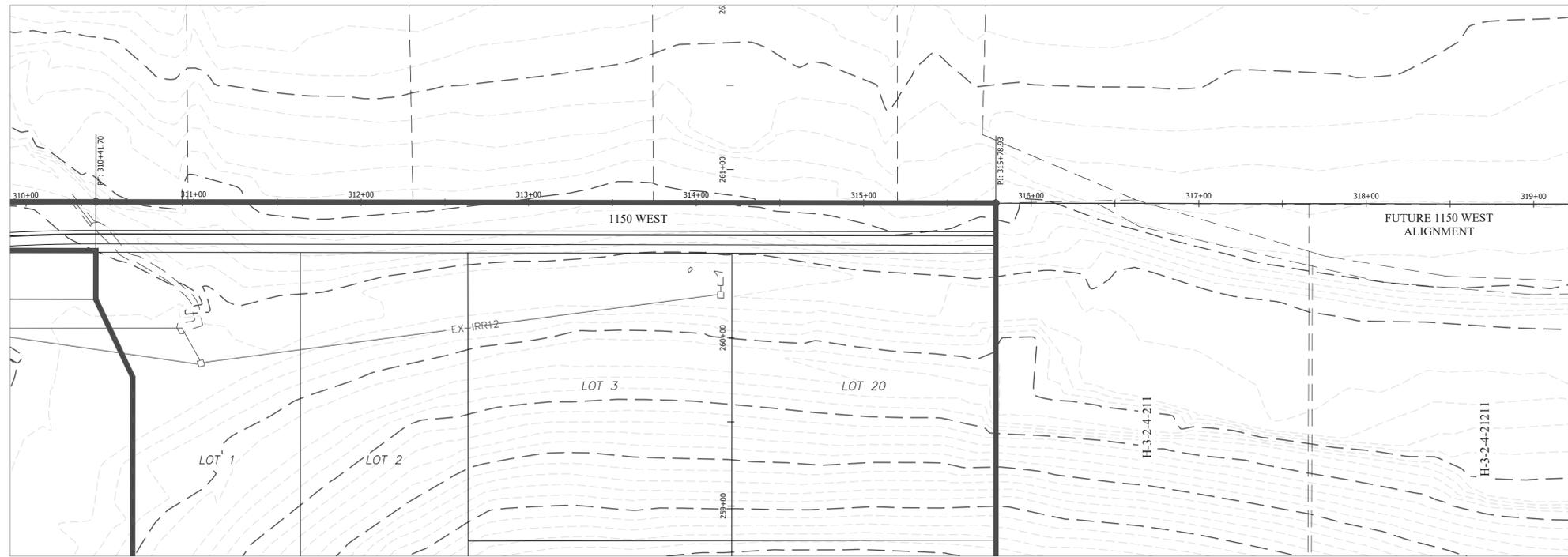
INTERSTATE ROCK PRODUCTS	
PLAN & PROFILE 1150 WEST	
KOLOB VIEWS SUBDIVISION	
HURRICANE, UT	

REV.	DATE	DESCRIPTION	BY

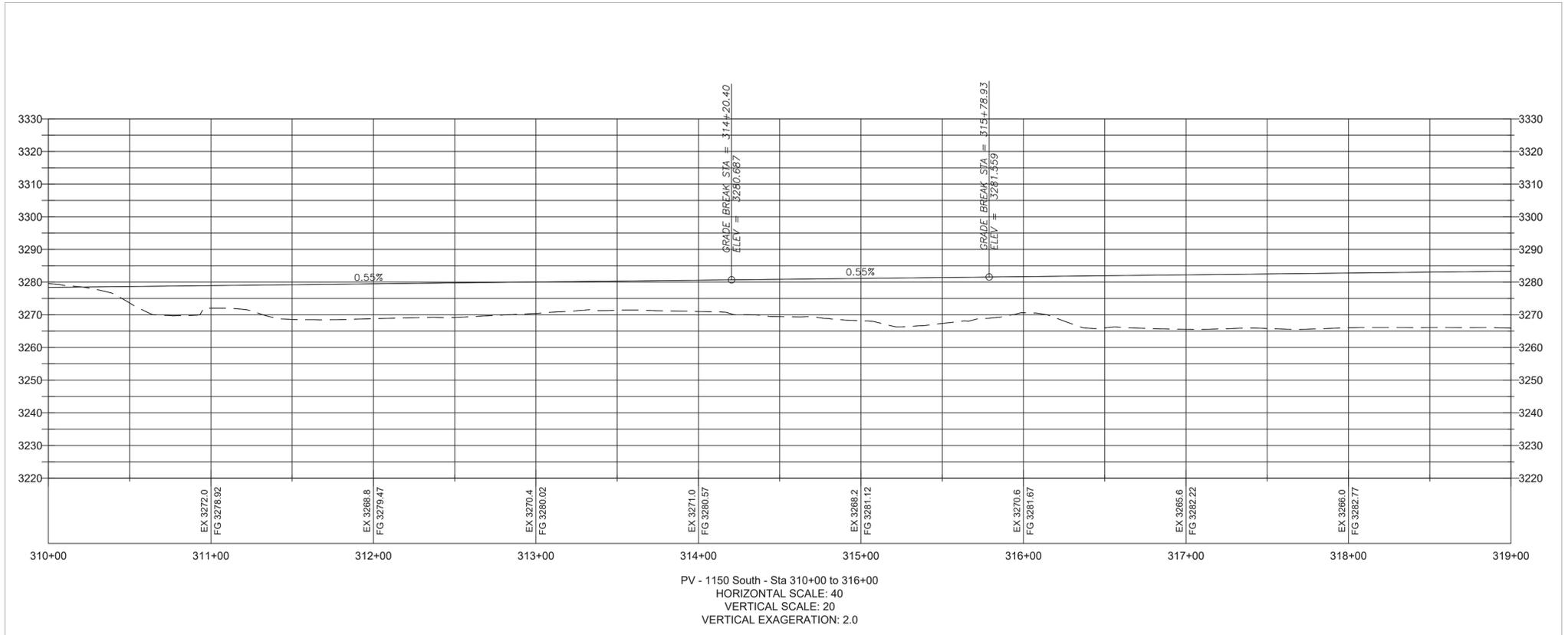
DATE: 11/08/2023
 PROJ. # 3000-1468 PAGE # PP-3



FILE: V:\1 - Engineering\1 - Projects\Interstate Rock Products\3000-1468 Kolob Views Subdivision\2 - Engineering\1 - Design\PP 1150 West.dwg 11/22/2023

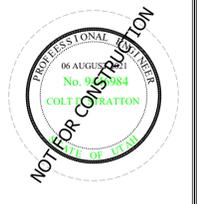


LEGEND		
DEFINITION	PROPOSED	EXISTING
PROFILE		
SURFACE LINE		
CONTOUR MAJOR		
CONTOUR MINOR		



PV - 1150 South - Sta 310+00 to 316+00
 HORIZONTAL SCALE: 40
 VERTICAL SCALE: 20
 VERTICAL EXAGGERATION: 2.0

INTERSTATE ROCK
 GENERAL BUILDING & ENGINEERING CONTRACTOR
 42 SOUTH 850 WEST, HURRICANE, UT 84737
 P: 435.635.2628 | F: 435.635.2177



DESIGNED BY IRP
 DRAWN BY SZ
 CHECKED BY KS

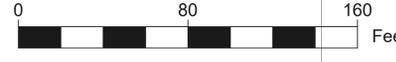
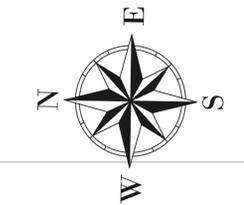
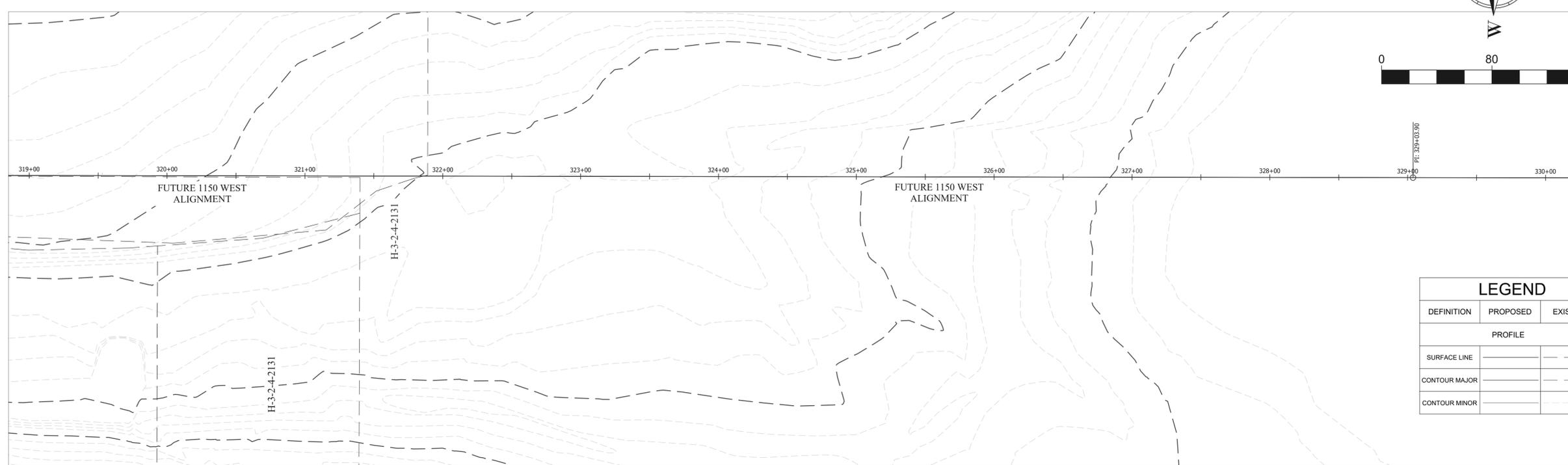
INTERSTATE ROCK PRODUCTS
PLAN & PROFILE 1150 WEST
KOLOB VIEWS SUBDIVISION
HURRICANE, UT

REV.	DATE	DESCRIPTION	BY

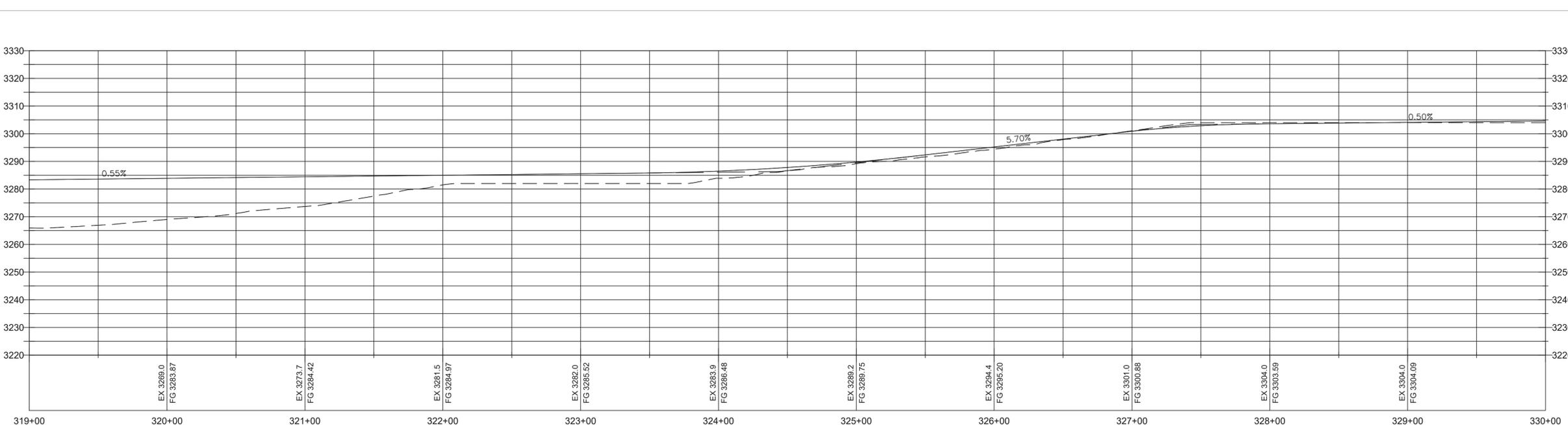
DATE: 11/08/2023
 PROJ. # 3000-1468 PAGE # PP-3.1



FILE: V:\1 - Engineering\1 - Projects\Interstate Rock Products\3000-1468 Kolob Views Subdivision\2 - Engineering\1 - Design\PP 1150 West.dwg 11/08/2023



LEGEND		
DEFINITION	PROPOSED	EXISTING
PROFILE		
SURFACE LINE		
CONTOUR MAJOR		
CONTOUR MINOR		



PV - 1150 South - Sta 310+00 to 316+00 (1)
 HORIZONTAL SCALE: 40
 VERTICAL SCALE: 20
 VERTICAL EXAGGERATION: 2.0



INTERSTATE ROCK
 GENERAL BUILDING & ENGINEERING CONTRACTOR
 42 SOUTH 850 WEST, HURRICANE, UT 84737
 P: 435.635.2628 | F: 435.635.2177



DESIGNED BY IRP
 DRAWN BY SZ
 CHECKED BY KS

INTERSTATE ROCK PRODUCTS	HURRICANE, UT
PLAN & PROFILE 1150 WEST	
KOLOB VIEWS SUBDIVISION	

REV.	DATE	DESCRIPTION	BY

DATE: 11/08/2023
 PROJ. # 3000-1468 PAGE # PP-3.2

Drainage Report
Report November 2023

KOLOB VIEWS SUBDIVISION
HURRICANE CITY, UTAH



INTERSTATE ROCK

CONTENTS

CONTENTS

.....	2
INTRODUCTION & OBJECTIVE:	3
METHODOLOGY:.....	3
SOIL CLASSIFICATION:	3
Table 1: Soil Classification	3
EXISTING HYDROLOGIC CONDITIONS:	4
Table 4: Existing Hydrologic Conditions	4
Table 5: Existing Conditions - Peak Flow	4
Table 6: Existing Conditions - Hydrograph Volume	4
PROPOSED HYDROLOGIC CONDITIONS:.....	5
Table 7: Proposed Developed Conditions	5
Table 8: Proposed Conditions - Peak Flow	5
Table 9: Proposed Conditions - Required Storage Volume	5
STORM WATER RELEASE:.....	7
SUMMARY:	7
APPENDIX A:.....	8
Precipitation Data.....	8
APPENDIX B:.....	9
NRCS Soil Classification Data	9
APPENDIX C:.....	10
Additional Reports.....	10
APPENDIX D:.....	11
Exhibits and Drawings.....	11



HYDROLOGIC AND DRAINAGE ANALYSIS KLOB VIEWS SUBDIVISION HURRICANE CITY, UTAH

INTRODUCTION & OBJECTIVE:

Interstate Rock Products, Inc. has been asked to analyze the drainage for Kolob Views Subdivision. This analysis will look at the drainage for the existing and proposed (developed) conditions. The methodology and results can be found in the report to follow.

METHODOLOGY:

The drainage analysis that was completed follows the SCS method, using local precipitation data obtained from the NOAA Precipitation Frequency Data Server. Please refer to the Appendix A: Precipitation Data.

SOIL CLASSIFICATION:

The soil types were obtained using the NRCS Soil Survey in order to estimate the runoff coefficient for the site. Table 1 summarizes the soil groups classifications that are applicable and the percentages of the area of each soil type. Please refer to Appendix B: NRCS Soil Classification Data.

Table 1:
Soil
Classification

Soil Unit Name	Soil Group Classification	Percent of Area (%)
Harrisburg fine sandy Loam	HbC	43.5
Isom cobbly sandy loam	IAF	7.8
Nikey sandy loam	NkC	6.6
Stony colluvial land	SY	42.1



EXISTING HYDROLOGIC CONDITIONS:

The site is currently undeveloped with native conditions. The area is considered as one basin.

Basin	Open Space - Pervious Area (ac)*	Impervious Surface Area (ac)**	Total Basin Area (ac)	Weighted CN*
1	9.73	0	9.73	77
Total	9.73	0	9.73	77

Table 4: Existing Hydrologic Conditions

*The pervious areas include landscaped and the unimproved open spaces on the site and detention ponds.

**The impervious areas include existing paved roads, parking lots, etc.

Using the criteria located above, a drainage analysis was conducted for a 10 year - 24 hour, 100 year - 24 hour storm events. The results and the calculated peak flows and required storage volumes are summarized in Tables 5 and 6.

Basin	Area (ac)	CN Number	Peak Discharge - 10 year 24 hour (cfs)	Peak Discharge - 100 year 24 hour (cfs)	
1	9.73	77	5.029	13.51	

Table 5: Existing Conditions - Peak Flow

Basin	Area (ac)	CN Number	Volume - 10 Year (cuft)	Volume - 100 Year (cuft)	
1	9.73	77	13,851	33,368	

Table 6: Existing Conditions - Hydrograph Volume



PROPOSED HYDROLOGIC CONDITIONS:

The proposed drainage area will also account for the runoff from the property considered as one basin. All regional, offsite flows are controlled by properties adjacent to the site and are not detained in this project's water detention facility.

Table 7:

Basin	Pervious Surface Area (ac)*	Impervious Surface Area (ac)**	Total Basin Area (ac)	Weighted CN*
1	5.08	1.26	6.34	75
2	2.46	0.37	2.83	70
Total	7.54	1.63	9.17	

Proposed Developed Conditions

Basin	Area (ac)	CN Number	Peak Discharge - 10 year 24 hour (cfs)	Peak Discharge - 100 year 24 hour (cfs)	
1	6.34	75	1.306	4.198	
2	2.83	70	0.213	1.022	

Table 8: Proposed Conditions - Peak Flow

Basin	Required Storage Volume - 10 year - 24 hour (cf)	Required Storage Volume - 100 year - 24 hour (cf)	
1	7,501	19,140	
2	2,024	6,172	

Table 9: Proposed Conditions - Required Storage Volume



Refer to Appendix C for all calculations and results.

Based on the City of Hurricane Requirements, the storm drain system should be of sufficient capacity to prevent significant damage to property during the 100-year storm events.



STORM WATER RELEASE:

All storm water will be released from the project detention basin through circular orifice plate(s) that will be installed at the control structure(s), in accordance with the limits identified in this report. The orifice diameter(s) will be calculated and provided in the construction plans.

SUMMARY:

Basin 1

- Peak Flow (100 Year - 24 Hour) = 4.198 cfs
- Allowable Release = 1.268 cfs
- Total storage volume required (100 Year - 24 Hour) = 19,140 cf
- Curb & Gutter Flow Capacity= 0.084cfs
- Inlet Capacity= 1.31 cfs. Project needs 1 inlet.

Basin 2

- Peak Flow (100 Year - 24 Hour) = 1.022 cfs
- Allowable Release = 0.566 cfs
- Total storage volume required (x Year - x Hour) = 6,172 cf
- Curb & Gutter Flow Capacity= 0.21 cfs
- Inlet Capacity= 0.21 cfs. Project needs 1 inlet.



APPENDIX A:

Precipitation Data





NOAA Atlas 14, Volume 1, Version 5
Location name: Hurricane, Utah, USA*
Latitude: 37.1641°, Longitude: -113.3112°
Elevation: 3326 ft**
 * source: ESRI Maps
 ** source: USGS



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sarah Dietz, Sarah Heim, Lillian Hiner, Kazungu Maitaria, Deborah Martin, Sandra Pavlovic, Ishani Roy, Carl Trypaluk, Dale Unruh, Fenglin Yan, Michael Yekta, Tan Zhao, Geoffrey Bonnin, Daniel Brewer, Li-Chuan Chen, Tye Parzybok, John Yarchoan

NOAA, National Weather Service, Silver Spring, Maryland

[PF tabular](#) | [PF graphical](#) | [Maps & aerials](#)

PF tabular

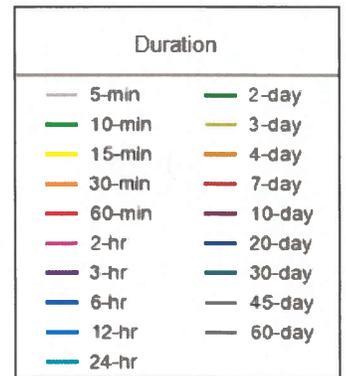
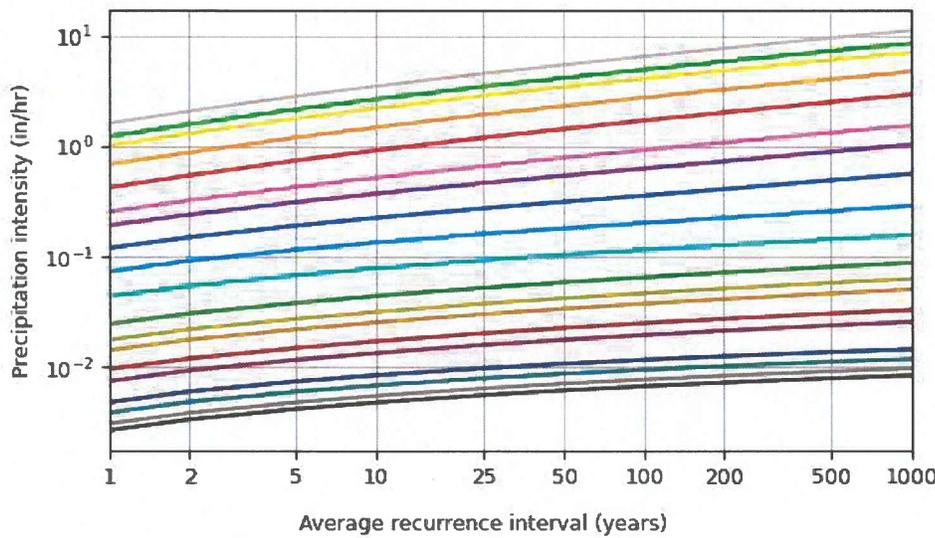
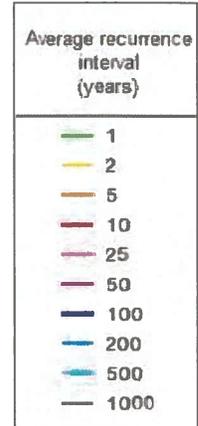
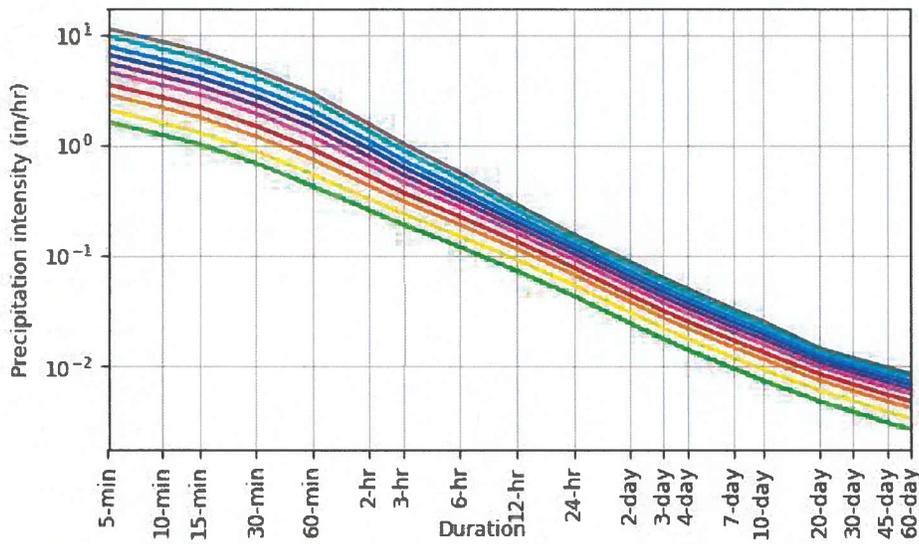
PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches/hour)¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	1.62 (1.38-1.92)	2.09 (1.79-2.47)	2.86 (2.44-3.38)	3.53 (2.98-4.20)	4.58 (3.80-5.44)	5.50 (4.49-6.52)	6.55 (5.23-7.81)	7.76 (6.02-9.31)	9.62 (7.19-11.7)	11.3 (8.15-13.9)
10-min	1.23 (1.06-1.46)	1.58 (1.36-1.88)	2.17 (1.85-2.57)	2.69 (2.27-3.19)	3.49 (2.89-4.13)	4.18 (3.41-4.96)	4.99 (3.98-5.95)	5.90 (4.58-7.09)	7.33 (5.47-8.93)	8.57 (6.20-10.6)
15-min	1.02 (0.872-1.20)	1.31 (1.12-1.56)	1.79 (1.53-2.12)	2.22 (1.87-2.64)	2.88 (2.39-3.42)	3.46 (2.82-4.10)	4.12 (3.29-4.91)	4.88 (3.79-5.86)	6.06 (4.52-7.38)	7.08 (5.12-8.73)
30-min	0.686 (0.586-0.810)	0.882 (0.756-1.05)	1.21 (1.03-1.43)	1.50 (1.26-1.78)	1.94 (1.61-2.30)	2.33 (1.90-2.76)	2.77 (2.22-3.31)	3.29 (2.55-3.94)	4.08 (3.04-4.97)	4.77 (3.45-5.88)
60-min	0.424 (0.363-0.502)	0.546 (0.468-0.648)	0.747 (0.636-0.886)	0.926 (0.781-1.10)	1.20 (0.995-1.42)	1.44 (1.18-1.71)	1.72 (1.37-2.05)	2.03 (1.58-2.44)	2.52 (1.88-3.08)	2.95 (2.14-3.64)
2-hr	0.256 (0.224-0.297)	0.324 (0.283-0.376)	0.429 (0.374-0.498)	0.522 (0.450-0.605)	0.664 (0.564-0.768)	0.786 (0.657-0.911)	0.928 (0.758-1.08)	1.09 (0.866-1.28)	1.33 (1.02-1.59)	1.55 (1.15-1.87)
3-hr	0.191 (0.169-0.219)	0.241 (0.213-0.275)	0.312 (0.276-0.357)	0.374 (0.328-0.426)	0.465 (0.402-0.530)	0.543 (0.462-0.621)	0.633 (0.530-0.729)	0.735 (0.602-0.854)	0.895 (0.709-1.07)	1.04 (0.802-1.26)
6-hr	0.119 (0.106-0.135)	0.150 (0.134-0.170)	0.191 (0.170-0.216)	0.225 (0.200-0.256)	0.274 (0.240-0.312)	0.315 (0.272-0.359)	0.359 (0.307-0.411)	0.411 (0.345-0.474)	0.493 (0.403-0.578)	0.564 (0.450-0.669)
12-hr	0.073 (0.065-0.081)	0.091 (0.082-0.102)	0.115 (0.103-0.129)	0.134 (0.120-0.151)	0.161 (0.142-0.180)	0.181 (0.158-0.204)	0.202 (0.175-0.229)	0.225 (0.192-0.256)	0.258 (0.216-0.297)	0.290 (0.239-0.338)
24-hr	0.043 (0.040-0.047)	0.054 (0.050-0.058)	0.067 (0.062-0.073)	0.078 (0.072-0.084)	0.093 (0.085-0.100)	0.104 (0.095-0.112)	0.116 (0.105-0.125)	0.128 (0.116-0.139)	0.144 (0.129-0.156)	0.156 (0.139-0.171)
2-day	0.024 (0.022-0.026)	0.030 (0.028-0.033)	0.038 (0.035-0.041)	0.044 (0.040-0.047)	0.052 (0.048-0.056)	0.058 (0.054-0.063)	0.065 (0.059-0.070)	0.072 (0.065-0.077)	0.081 (0.073-0.088)	0.088 (0.078-0.095)
3-day	0.017 (0.016-0.019)	0.022 (0.020-0.023)	0.027 (0.025-0.029)	0.031 (0.029-0.034)	0.037 (0.034-0.040)	0.042 (0.038-0.045)	0.046 (0.043-0.050)	0.051 (0.047-0.055)	0.058 (0.052-0.062)	0.063 (0.056-0.068)
4-day	0.014 (0.013-0.015)	0.017 (0.016-0.019)	0.022 (0.020-0.023)	0.025 (0.023-0.027)	0.030 (0.028-0.032)	0.033 (0.031-0.036)	0.037 (0.034-0.040)	0.041 (0.037-0.044)	0.046 (0.042-0.050)	0.050 (0.045-0.054)
7-day	0.009 (0.008-0.010)	0.011 (0.011-0.012)	0.014 (0.013-0.016)	0.017 (0.015-0.018)	0.020 (0.018-0.021)	0.022 (0.020-0.024)	0.025 (0.022-0.027)	0.027 (0.024-0.029)	0.030 (0.027-0.033)	0.032 (0.029-0.036)
10-day	0.007 (0.006-0.008)	0.009 (0.008-0.010)	0.011 (0.010-0.012)	0.013 (0.012-0.014)	0.015 (0.014-0.017)	0.017 (0.016-0.019)	0.019 (0.017-0.021)	0.021 (0.019-0.023)	0.023 (0.021-0.026)	0.025 (0.023-0.028)
20-day	0.004 (0.004-0.005)	0.006 (0.005-0.006)	0.007 (0.006-0.008)	0.008 (0.007-0.009)	0.009 (0.009-0.010)	0.010 (0.009-0.011)	0.011 (0.010-0.012)	0.012 (0.011-0.013)	0.013 (0.012-0.014)	0.014 (0.013-0.015)
30-day	0.003 (0.003-0.004)	0.004 (0.004-0.005)	0.005 (0.005-0.006)	0.006 (0.006-0.007)	0.007 (0.007-0.008)	0.008 (0.007-0.009)	0.009 (0.008-0.010)	0.010 (0.009-0.011)	0.011 (0.010-0.012)	0.011 (0.010-0.012)
45-day	0.003 (0.002-0.003)	0.003 (0.003-0.004)	0.004 (0.004-0.005)	0.005 (0.005-0.006)	0.006 (0.005-0.007)	0.007 (0.006-0.007)	0.007 (0.007-0.008)	0.008 (0.007-0.009)	0.009 (0.008-0.010)	0.009 (0.008-0.010)
60-day	0.002 (0.002-0.002)	0.003 (0.003-0.003)	0.004 (0.003-0.004)	0.004 (0.004-0.005)	0.005 (0.005-0.006)	0.006 (0.005-0.006)	0.006 (0.006-0.007)	0.007 (0.006-0.007)	0.007 (0.007-0.008)	0.008 (0.007-0.009)

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.

[Back to Top](#)

PF graphical

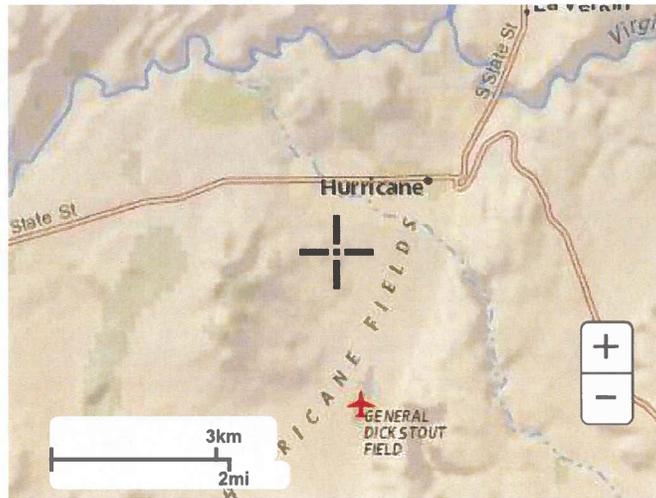
PDS-based intensity-duration-frequency (IDF) curves Latitude: 37.1641°, Longitude: -113.3112°



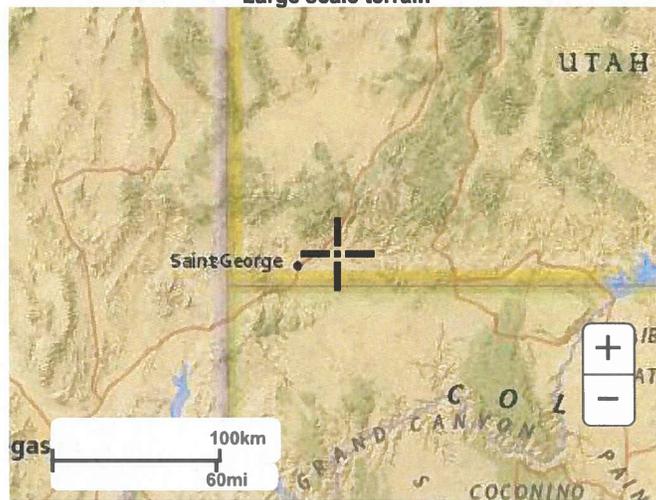
[Back to Top](#)

Maps & aerials

Small scale terrain



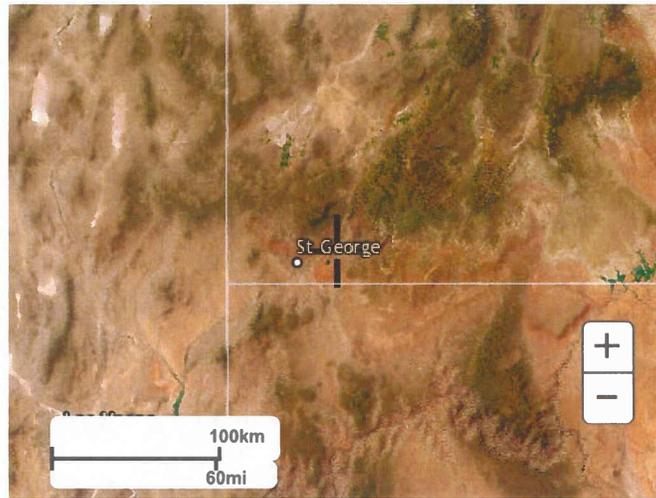
Large scale terrain



Large scale map



Large scale aerial



[Back to Top](#)

[US Department of Commerce](#)
[National Oceanic and Atmospheric Administration](#)
[National Weather Service](#)
[National Water Center](#)
1325 East West Highway
Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov

[Disclaimer](#)



NOAA Atlas 14, Volume 1, Version 5
Location name: Hurricane, Utah, USA*
Latitude: 37.1641°, Longitude: -113.3112°
Elevation: 3326 ft**
 * source: ESRI Maps
 ** source: USGS



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sarah Dietz, Sarah Heim, Lillian Hiner, Kazungu Maitaria, Deborah Martin, Sandra Pavlovic, Ishani Roy, Carl Trypaluk, Dale Unruh, Fenglin Yan, Michael Yekta, Tan Zhao, Geoffrey Bonnin, Daniel Brewer, Li-Chuan Chen, Tye Parzybok, John Yarchoan

NOAA, National Weather Service, Silver Spring, Maryland

[PF tabular](#) | [PF graphical](#) | [Maps & aerials](#)

PF tabular

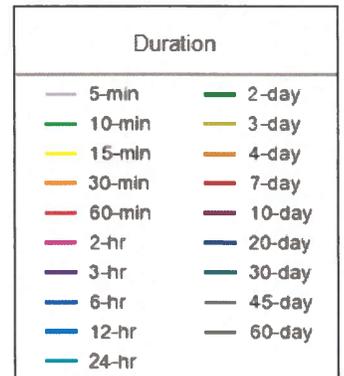
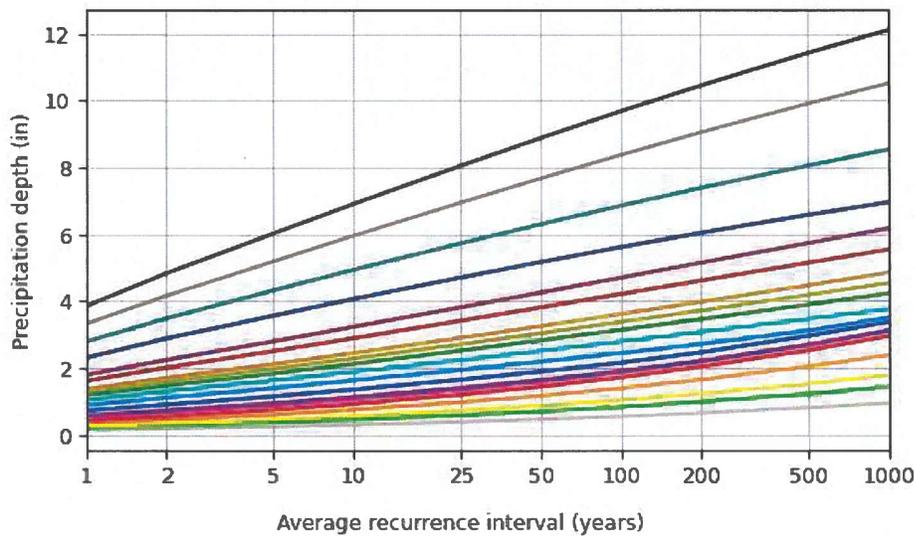
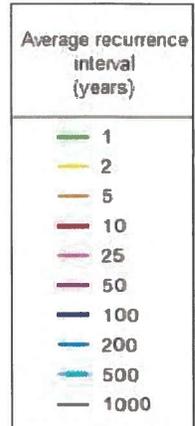
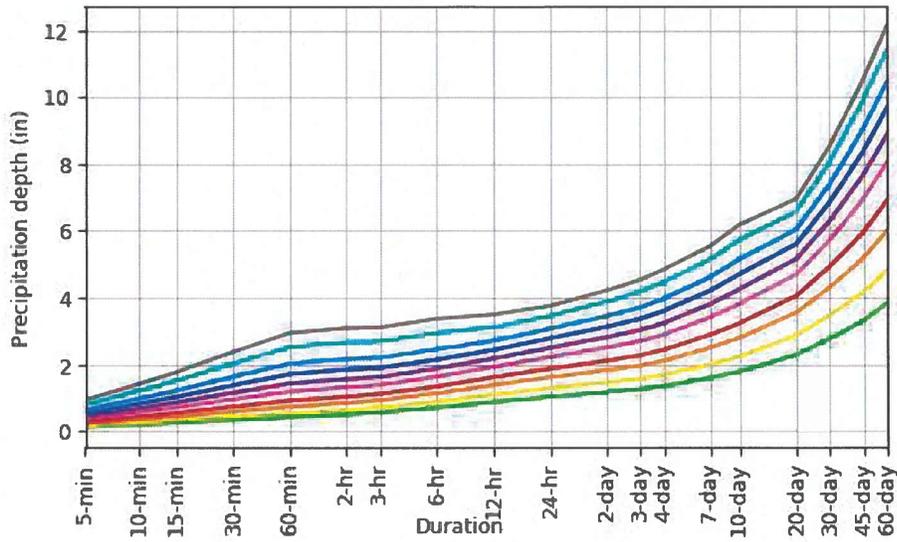
PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches)¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.135 (0.115-0.160)	0.174 (0.149-0.206)	0.238 (0.203-0.282)	0.294 (0.248-0.350)	0.382 (0.317-0.453)	0.458 (0.374-0.543)	0.546 (0.436-0.651)	0.647 (0.502-0.776)	0.802 (0.599-0.978)	0.939 (0.679-1.16)
10-min	0.205 (0.176-0.243)	0.264 (0.227-0.314)	0.362 (0.308-0.429)	0.448 (0.378-0.532)	0.581 (0.482-0.689)	0.697 (0.569-0.827)	0.831 (0.664-0.991)	0.984 (0.764-1.18)	1.22 (0.911-1.49)	1.43 (1.03-1.76)
15-min	0.254 (0.218-0.301)	0.327 (0.281-0.389)	0.448 (0.382-0.531)	0.555 (0.468-0.660)	0.721 (0.597-0.854)	0.864 (0.705-1.02)	1.03 (0.822-1.23)	1.22 (0.947-1.46)	1.51 (1.13-1.84)	1.77 (1.28-2.18)
30-min	0.343 (0.293-0.405)	0.441 (0.378-0.524)	0.604 (0.514-0.716)	0.748 (0.631-0.888)	0.971 (0.804-1.15)	1.16 (0.950-1.38)	1.39 (1.11-1.65)	1.64 (1.28-1.97)	2.04 (1.52-2.48)	2.38 (1.73-2.94)
60-min	0.424 (0.363-0.502)	0.546 (0.468-0.648)	0.747 (0.636-0.886)	0.926 (0.781-1.10)	1.20 (0.995-1.42)	1.44 (1.18-1.71)	1.72 (1.37-2.05)	2.03 (1.58-2.44)	2.52 (1.88-3.08)	2.95 (2.14-3.64)
2-hr	0.513 (0.449-0.595)	0.649 (0.566-0.753)	0.859 (0.748-0.996)	1.04 (0.901-1.21)	1.33 (1.13-1.54)	1.57 (1.31-1.82)	1.86 (1.52-2.16)	2.18 (1.73-2.56)	2.67 (2.05-3.18)	3.10 (2.31-3.75)
3-hr	0.576 (0.510-0.658)	0.724 (0.640-0.828)	0.939 (0.829-1.07)	1.12 (0.986-1.28)	1.40 (1.21-1.59)	1.63 (1.39-1.87)	1.90 (1.59-2.19)	2.21 (1.81-2.57)	2.69 (2.13-3.22)	3.12 (2.41-3.78)
6-hr	0.717 (0.640-0.813)	0.899 (0.805-1.02)	1.15 (1.02-1.30)	1.35 (1.20-1.53)	1.65 (1.44-1.87)	1.89 (1.63-2.15)	2.15 (1.84-2.47)	2.46 (2.07-2.84)	2.96 (2.41-3.46)	3.38 (2.70-4.01)
12-hr	0.882 (0.793-0.987)	1.11 (0.991-1.24)	1.39 (1.24-1.56)	1.63 (1.45-1.82)	1.94 (1.72-2.18)	2.19 (1.91-2.46)	2.44 (2.11-2.77)	2.71 (2.32-3.09)	3.11 (2.61-3.59)	3.50 (2.89-4.08)
24-hr	1.04 (0.965-1.13)	1.30 (1.21-1.41)	1.62 (1.50-1.76)	1.88 (1.74-2.03)	2.23 (2.06-2.42)	2.51 (2.30-2.71)	2.79 (2.54-3.02)	3.08 (2.79-3.34)	3.46 (3.10-3.76)	3.76 (3.34-4.11)
2-day	1.18 (1.10-1.27)	1.47 (1.37-1.59)	1.83 (1.70-1.98)	2.12 (1.96-2.28)	2.51 (2.32-2.71)	2.82 (2.60-3.04)	3.14 (2.87-3.39)	3.46 (3.15-3.74)	3.89 (3.51-4.23)	4.22 (3.78-4.60)
3-day	1.27 (1.18-1.37)	1.58 (1.48-1.71)	1.97 (1.84-2.13)	2.28 (2.12-2.45)	2.71 (2.51-2.91)	3.04 (2.80-3.26)	3.37 (3.10-3.63)	3.72 (3.39-4.01)	4.18 (3.77-4.53)	4.54 (4.07-4.94)
4-day	1.36 (1.27-1.47)	1.70 (1.58-1.83)	2.11 (1.97-2.27)	2.45 (2.28-2.62)	2.90 (2.69-3.11)	3.25 (3.00-3.48)	3.61 (3.32-3.88)	3.97 (3.63-4.29)	4.47 (4.04-4.84)	4.85 (4.35-5.28)
7-day	1.61 (1.49-1.74)	2.01 (1.86-2.17)	2.50 (2.32-2.70)	2.89 (2.67-3.11)	3.41 (3.14-3.67)	3.81 (3.49-4.10)	4.21 (3.84-4.54)	4.61 (4.18-4.99)	5.14 (4.64-5.60)	5.54 (4.97-6.05)
10-day	1.79 (1.65-1.94)	2.24 (2.07-2.43)	2.80 (2.58-3.02)	3.23 (2.98-3.49)	3.81 (3.51-4.12)	4.25 (3.90-4.60)	4.70 (4.29-5.09)	5.15 (4.68-5.60)	5.73 (5.17-6.26)	6.18 (5.54-6.78)
20-day	2.30 (2.12-2.48)	2.88 (2.67-3.12)	3.56 (3.29-3.85)	4.06 (3.75-4.39)	4.70 (4.33-5.07)	5.16 (4.75-5.57)	5.61 (5.15-6.06)	6.04 (5.51-6.55)	6.58 (5.97-7.15)	6.96 (6.29-7.59)
30-day	2.78 (2.55-3.02)	3.48 (3.20-3.78)	4.32 (3.96-4.69)	4.94 (4.53-5.35)	5.72 (5.24-6.20)	6.30 (5.75-6.83)	6.86 (6.25-7.44)	7.39 (6.70-8.04)	8.06 (7.27-8.80)	8.54 (7.67-9.36)
45-day	3.32 (3.03-3.62)	4.16 (3.81-4.54)	5.19 (4.74-5.66)	5.96 (5.44-6.49)	6.94 (6.33-7.57)	7.67 (6.98-8.35)	8.37 (7.60-9.15)	9.05 (8.19-9.91)	9.91 (8.92-10.9)	10.5 (9.44-11.6)
60-day	3.84 (3.50-4.21)	4.83 (4.40-5.30)	6.02 (5.48-6.60)	6.91 (6.28-7.56)	8.04 (7.30-8.81)	8.87 (8.03-9.73)	9.68 (8.73-10.6)	10.5 (9.39-11.5)	11.4 (10.2-12.6)	12.1 (10.8-13.4)

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.

[Back to Top](#)

PF graphical

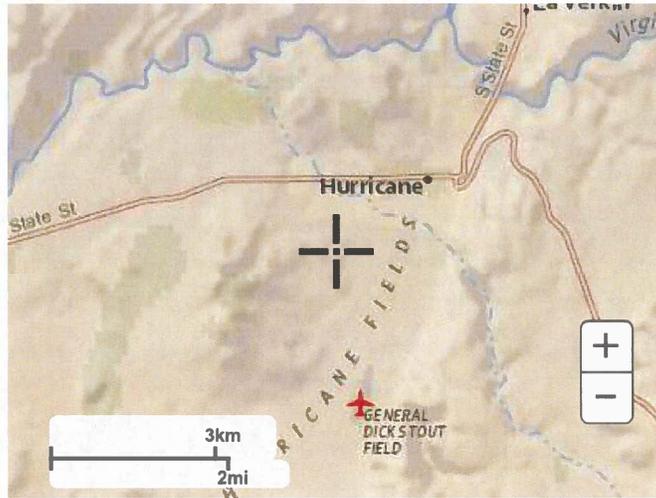
PDS-based depth-duration-frequency (DDF) curves
Latitude: 37.1641°, Longitude: -113.3112°



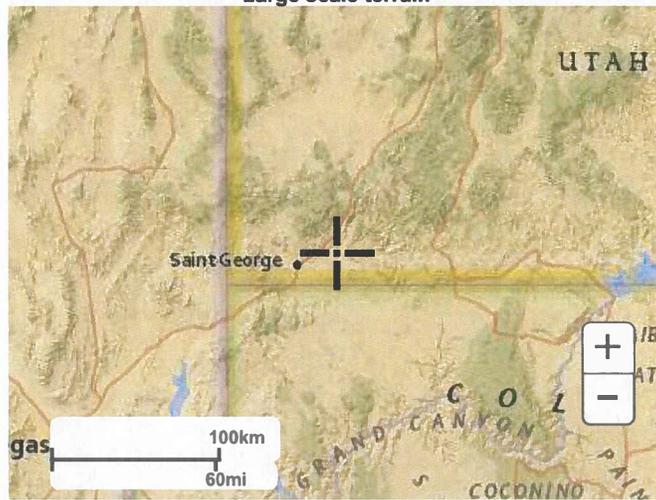
[Back to Top](#)

Maps & aerials

Small scale terrain



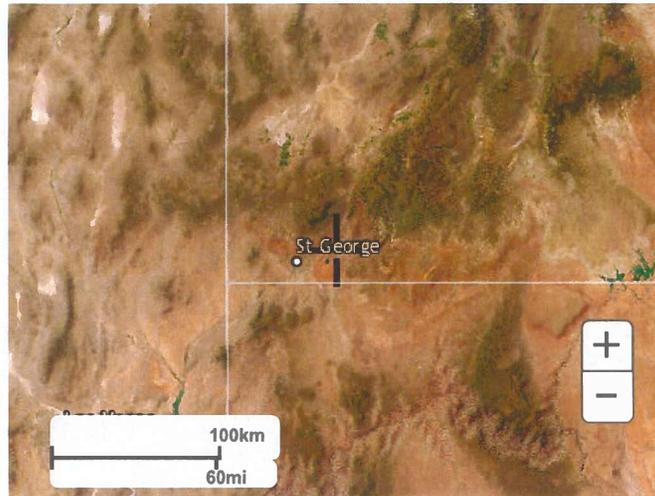
Large scale terrain



Large scale map



Large scale aerial



[Back to Top](#)

[US Department of Commerce](#)
[National Oceanic and Atmospheric Administration](#)
[National Weather Service](#)
[National Water Center](#)
1325 East West Highway
Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov

[Disclaimer](#)

APPENDIX B:

NRCS Soil Classification Data





United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for Washington County Area, Utah



October 19, 2023

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Contents

Preface	2
How Soil Surveys Are Made	5
Soil Map	8
Soil Map.....	9
Legend.....	10
Map Unit Legend.....	11
Map Unit Descriptions.....	11
Washington County Area, Utah.....	13
HbC—Harrisburg fine sandy loam, 1 to 5 percent slopes.....	13
IAF—Isom cobbly sandy loam, 3 to 30 percent slopes.....	14
NkC—Nikey sandy loam, 1 to 3 percent slopes.....	15
SY—Stony colluvial land.....	16
Soil Information for All Uses	17
Soil Properties and Qualities.....	17
Soil Qualities and Features.....	17
Hydrologic Soil Group (Kolob View Subdivision).....	17
References	22

How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

Custom Soil Resource Report

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

MAP LEGEND

- Area of Interest (AOI)**
- Area of Interest (AOI) 
- Soils**
- Soil Map Unit Polygons 
- Soil Map Unit Lines 
- Soil Map Unit Points 
- Special Point Features**
- Blowout 
- Borrow Pit 
- Clay Spot 
- Closed Depression 
- Gravel Pit 
- Gravelly Spot 
- Landfill 
- Lava Flow 
- Marsh or swamp 
- Mine or Quarry 
- Miscellaneous Water 
- Perennial Water 
- Rock Outcrop 
- Saline Spot 
- Sandy Spot 
- Severely Eroded Spot 
- Sinkhole 
- Slide or Slip 
- Sodic Spot 
- Spoil Area 
- Stony Spot 
- Very Stony Spot 
- Wet Spot 
- Other 
- Special Line Features
- Streams and Canals 
- Water Features**
- Transportation**
- Rails 
- Interstate Highways 
- US Routes 
- Major Roads 
- Local Roads 
- Background**
- Aerial Photography 

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Washington County Area, Utah
 Survey Area Data: Version 17, Sep 9, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 8, 2022—Sep 29, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
HbC	Harrisburg fine sandy loam, 1 to 5 percent slopes	4.7	43.5%
IAF	Isom cobbly sandy loam, 3 to 30 percent slopes	0.9	7.8%
NkC	Nikey sandy loam, 1 to 3 percent slopes	0.7	6.6%
SY	Stony colluvial land	4.6	42.1%
Totals for Area of Interest		10.9	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate

Custom Soil Resource Report

pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Washington County Area, Utah

HbC—Harrisburg fine sandy loam, 1 to 5 percent slopes

Map Unit Setting

National map unit symbol: j8dz
Elevation: 2,800 to 3,500 feet
Mean annual precipitation: 8 to 11 inches
Mean annual air temperature: 57 to 65 degrees F
Frost-free period: 190 to 195 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Harrisburg and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Harrisburg

Setting

Landform: Mesas
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Eolian deposits derived from tuff and/or eolian deposits derived from sandstone and siltstone over residuum weathered from sandstone

Typical profile

H1 - 0 to 2 inches: fine sandy loam
H2 - 2 to 26 inches: fine sandy loam
H3 - 26 to 35 inches: fine sandy loam
H4 - 35 to 39 inches: indurated

Properties and qualities

Slope: 1 to 5 percent
Depth to restrictive feature: 24 to 40 inches to petrocalcic
Drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately high (0.00 to 0.60 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 20 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: Low (about 4.2 inches)

Interpretive groups

Land capability classification (irrigated): 3e
Land capability classification (nonirrigated): 7e
Hydrologic Soil Group: B
Ecological site: R030XY110UT - Desert Loam (Creosotebush)
Hydric soil rating: No

Custom Soil Resource Report

Minor Components

Toquerville

Percent of map unit: 5 percent

Tobler

Percent of map unit: 4 percent

Pintura

Percent of map unit: 4 percent

Rock land

Percent of map unit: 2 percent

IAF—Isom cobbly sandy loam, 3 to 30 percent slopes

Map Unit Setting

National map unit symbol: j8f0

Elevation: 2,700 to 3,900 feet

Mean annual precipitation: 8 to 11 inches

Mean annual air temperature: 57 to 67 degrees F

Frost-free period: 175 to 195 days

Farmland classification: Not prime farmland

Map Unit Composition

Isom and similar soils: 90 percent

Minor components: 10 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Isom

Setting

Landform: Alluvial fans

Down-slope shape: Concave

Across-slope shape: Convex

Parent material: Cobbly alluvium derived from limestone, sandstone, and shale

Typical profile

H1 - 0 to 2 inches: very cobbly sandy loam

H2 - 2 to 10 inches: very cobbly sandy loam

H3 - 10 to 22 inches: very cobbly sandy loam

H4 - 22 to 60 inches: extremely cobbly sandy loam

Properties and qualities

Slope: 3 to 30 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

Runoff class: Low

Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00 in/hr)

Depth to water table: More than 80 inches

Custom Soil Resource Report

Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 60 percent
Gypsum, maximum content: 10 percent
Maximum salinity: Very slightly saline to slightly saline (2.0 to 4.0 mmhos/cm)
Sodium adsorption ratio, maximum: 5.0
Available water supply, 0 to 60 inches: Low (about 3.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: A
Ecological site: R030XY134UT - Desert Shallow Loam (Creosotebush)
Hydric soil rating: No

Minor Components

Shallow soils

Percent of map unit: 5 percent

Nickey

Percent of map unit: 5 percent

NkC—Nikey sandy loam, 1 to 3 percent slopes

Map Unit Setting

National map unit symbol: j8g0
Elevation: 2,650 to 3,350 feet
Mean annual precipitation: 8 to 11 inches
Mean annual air temperature: 59 to 62 degrees F
Frost-free period: 180 to 195 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Nikey and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Nikey

Setting

Landform: Alluvial fans
Down-slope shape: Concave
Across-slope shape: Convex
Parent material: Gravelly alluvium derived from limestone, sandstone, and shale

Typical profile

H1 - 0 to 3 inches: sandy loam
H2 - 3 to 26 inches: fine sandy loam
H3 - 26 to 38 inches: very gravelly loam
H4 - 38 to 46 inches: very gravelly loam

Custom Soil Resource Report

H5 - 46 to 60 inches: very gravelly loam

Properties and qualities

Slope: 1 to 3 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

Runoff class: Low

*Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.60 to 2.00 in/hr)*

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 30 percent

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Available water supply, 0 to 60 inches: Moderate (about 6.5 inches)

Interpretive groups

Land capability classification (irrigated): 2e

Land capability classification (nonirrigated): 7e

Hydrologic Soil Group: B

Ecological site: R030XY110UT - Desert Loam (Creosotebush)

Hydric soil rating: No

Minor Components

Tobler

Percent of map unit: 5 percent

Laverkin

Percent of map unit: 5 percent

Isom

Percent of map unit: 5 percent

SY—Stony colluvial land

Map Unit Composition

Stony colluvial land: 100 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Soil Information for All Uses

Soil Properties and Qualities

The Soil Properties and Qualities section includes various soil properties and qualities displayed as thematic maps with a summary table for the soil map units in the selected area of interest. A single value or rating for each map unit is generated by aggregating the interpretive ratings of individual map unit components. This aggregation process is defined for each property or quality.

Soil Qualities and Features

Soil qualities are behavior and performance attributes that are not directly measured, but are inferred from observations of dynamic conditions and from soil properties. Example soil qualities include natural drainage, and frost action. Soil features are attributes that are not directly part of the soil. Example soil features include slope and depth to restrictive layer. These features can greatly impact the use and management of the soil.

Hydrologic Soil Group (Kolob View Subdivision)

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Custom Soil Resource Report

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

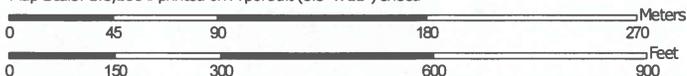
Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Custom Soil Resource Report
 Map—Hydrologic Soil Group (Kolob View Subdivision)



Map Scale: 1:3,100 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 12N WGS84

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Washington County Area, Utah
 Survey Area Data: Version 17, Sep 9, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 8, 2022—Sep 29, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

MAP LEGEND

 Area of Interest (AOI)	 C
 Area of Interest (AOI)	 C/D
Soils	 D
Soil Rating Polygons	 Not rated or not available
 A	Water Features
 A/D	 Streams and Canals
 B	Transportation
 B/D	 Rails
 C	 Interstate Highways
 C/D	 US Routes
 D	 Major Roads
 Not rated or not available	 Local Roads
Soil Rating Lines	Background
 A	 Aerial Photography
 A/D	
 B	
 B/D	
 C	
 C/D	
 D	
 Not rated or not available	
Soil Rating Points	
 A	
 A/D	
 B	
 B/D	

Custom Soil Resource Report

Table—Hydrologic Soil Group (Kolob View Subdivision)

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
HbC	Harrisburg fine sandy loam, 1 to 5 percent slopes	B	4.7	43.5%
IAF	Isom cobbly sandy loam, 3 to 30 percent slopes	A	0.9	7.8%
NkC	Nikey sandy loam, 1 to 3 percent slopes	B	0.7	6.6%
SY	Stony colluvial land		4.6	42.1%
Totals for Area of Interest			10.9	100.0%

Rating Options—Hydrologic Soil Group (Kolob View Subdivision)

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

References

- American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.
- American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.
- Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. Classification of wetlands and deep-water habitats of the United States. U.S. Fish and Wildlife Service FWS/OBS-79/31.
- Federal Register. July 13, 1994. Changes in hydric soils of the United States.
- Federal Register. September 18, 2002. Hydric soils of the United States.
- Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.
- National Research Council. 1995. Wetlands: Characteristics and boundaries.
- Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_054262
- Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service, U.S. Department of Agriculture Handbook 436. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053577
- Soil Survey Staff. 2010. Keys to soil taxonomy. 11th edition. U.S. Department of Agriculture, Natural Resources Conservation Service. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053580
- Tiner, R.W., Jr. 1985. Wetlands of Delaware. U.S. Fish and Wildlife Service and Delaware Department of Natural Resources and Environmental Control, Wetlands Section.
- United States Army Corps of Engineers, Environmental Laboratory. 1987. Corps of Engineers wetlands delineation manual. Waterways Experiment Station Technical Report Y-87-1.
- United States Department of Agriculture, Natural Resources Conservation Service. National forestry manual. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2_053374
- United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. <http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelpdb1043084>

Custom Soil Resource Report

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242

United States Department of Agriculture, Natural Resources Conservation Service. 2006. Land resource regions and major land resource areas of the United States, the Caribbean, and the Pacific Basin. U.S. Department of Agriculture Handbook 296. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053624

United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052290.pdf

APPENDIX C:

Additional Reports

- Minimum Outflow Pipe Size
- Storm Inlet Calculations
- Gutter Cross Section Calculations
- Orifice Weir Calculations



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

Monday, Nov 27 2023

Bsin 1 @ 10% Grade

Gutter

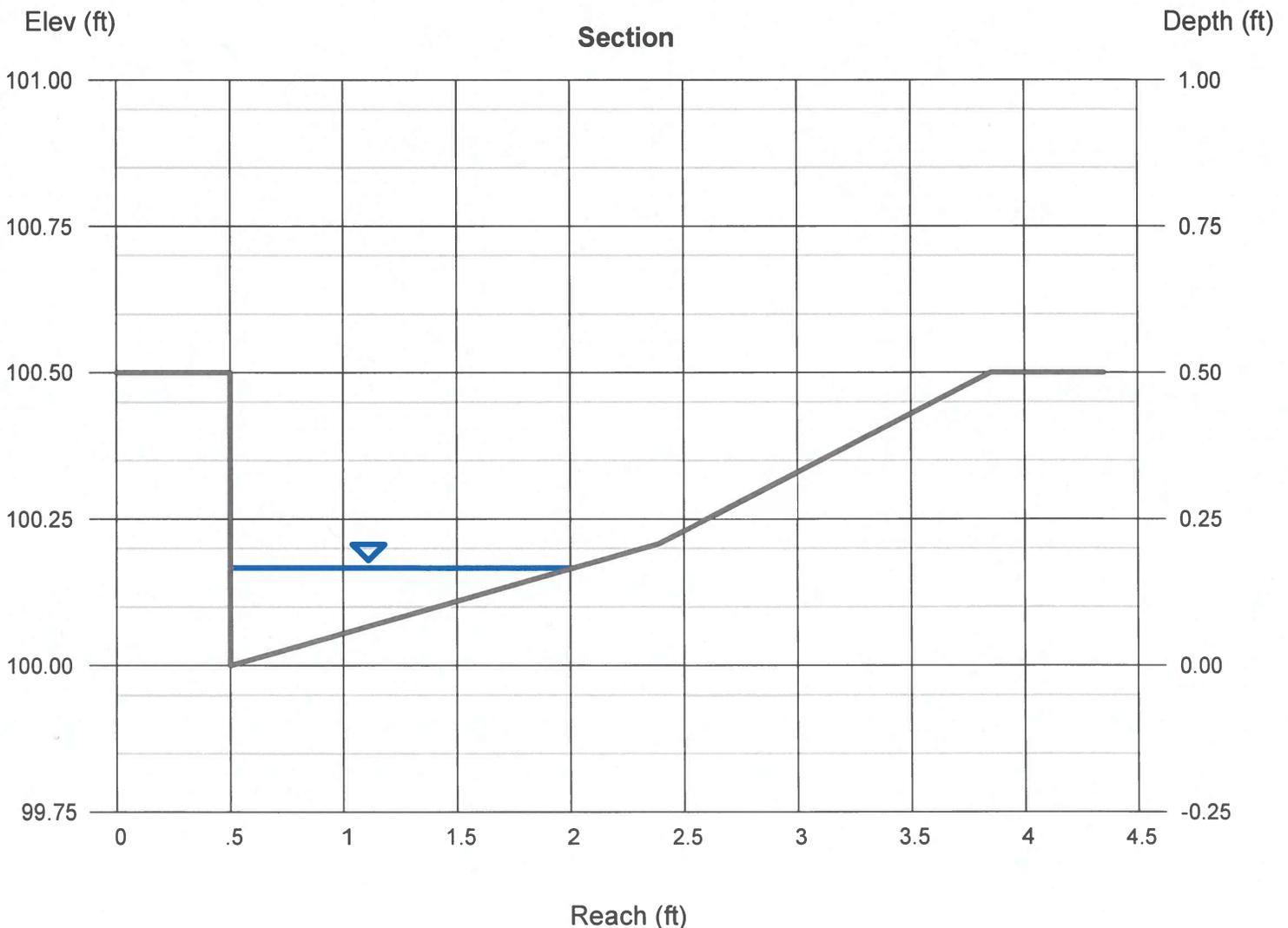
Cross Sl, Sx (ft/ft) = 0.200
Cross Sl, Sw (ft/ft) = 0.110
Gutter Width (ft) = 1.89
Invert Elev (ft) = 100.00
Slope (%) = 10.00
N-Value = 0.160

Highlighted

Depth (ft) = 0.17
Q (cfs) = 0.084
Area (sqft) = 0.13
Velocity (ft/s) = 0.67
Wetted Perim (ft) = 1.69
Crit Depth, Yc (ft) = 0.12
Spread Width (ft) = 1.52
EGL (ft) = 0.17

Calculations

Compute by: Q vs Depth
No. Increments = 3



Channel Report

Bsin 1 @ 10% Grade

Gutter

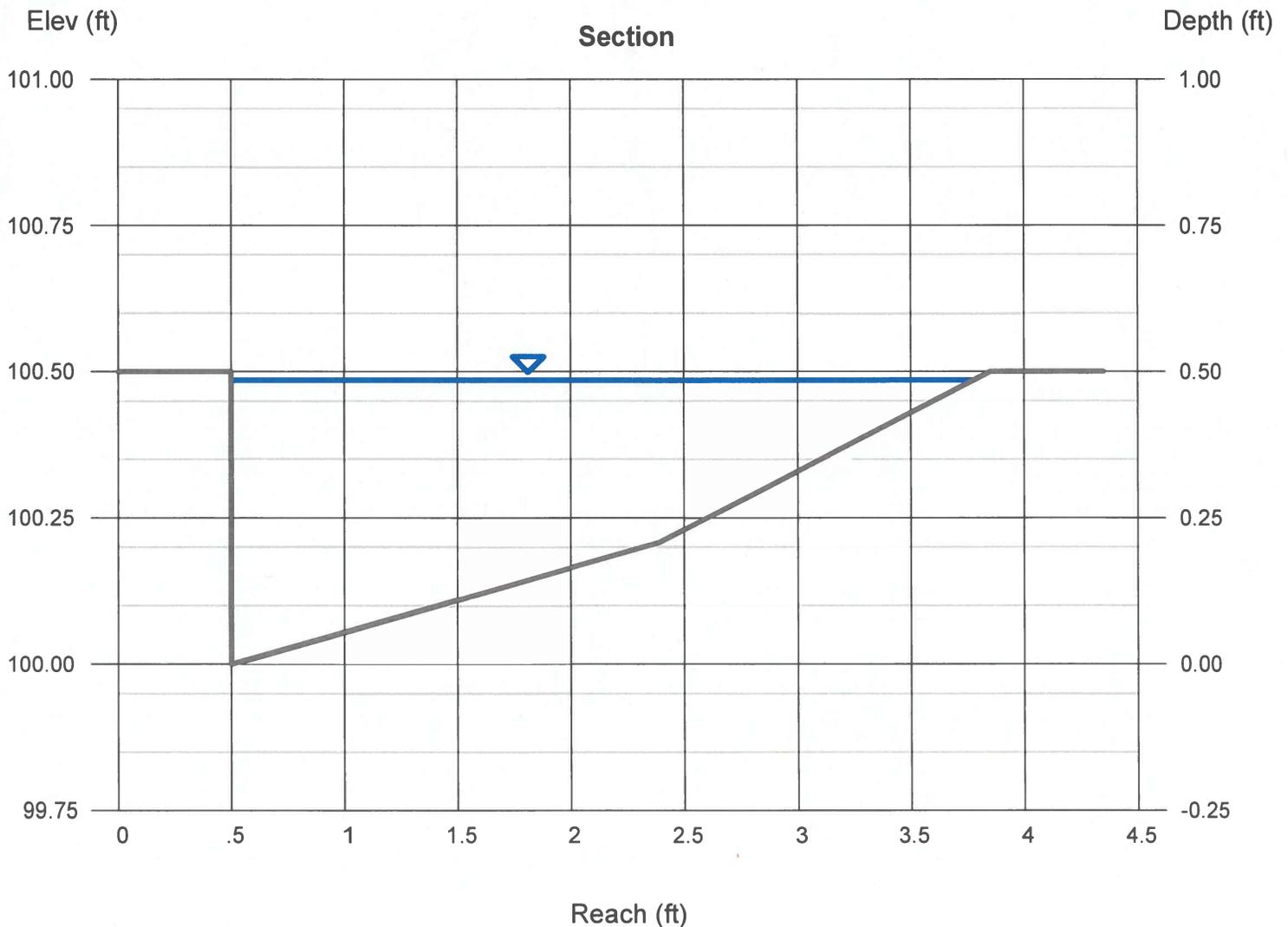
Cross Sl, Sx (ft/ft)	= 0.200
Cross Sl, Sw (ft/ft)	= 0.110
Gutter Width (ft)	= 1.89
Invert Elev (ft)	= 100.00
Slope (%)	= 10.00
N-Value	= 0.160

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.31

Highlighted

Depth (ft)	= 0.48
Q (cfs)	= 1.306
Area (sqft)	= 0.91
Velocity (ft/s)	= 1.43
Wetted Perim (ft)	= 3.80
Crit Depth, Yc (ft)	= 0.36
Spread Width (ft)	= 3.28
EGL (ft)	= 0.52



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

Monday, Nov 27 2023

Bsin 1 @ 3% Grade

Gutter

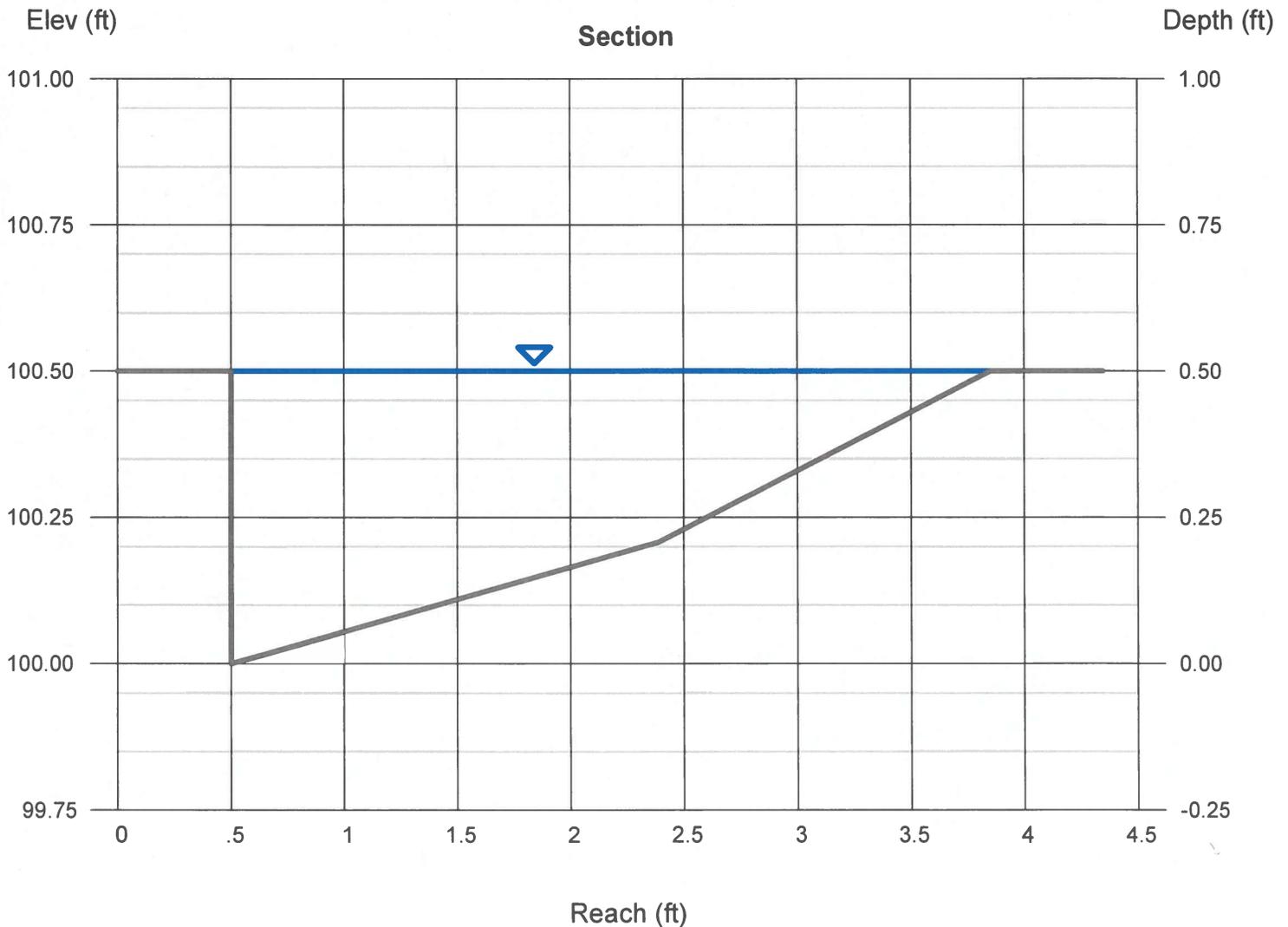
Cross Sl, Sx (ft/ft) = 0.200
Cross Sl, Sw (ft/ft) = 0.110
Gutter Width (ft) = 1.89
Invert Elev (ft) = 100.00
Slope (%) = 3.00
N-Value = 0.160

Highlighted

Depth (ft) = 0.50
Q (cfs) = 0.773
Area (sqft) = 0.96
Velocity (ft/s) = 0.80
Wetted Perim (ft) = 3.89
Crit Depth, Yc (ft) = 0.29
Spread Width (ft) = 3.35
EGL (ft) = 0.51

Calculations

Compute by: Q vs Depth
No. Increments = 1



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

Monday, Nov 27 2023

Bsin 1 @ 1.5% Grade

Gutter

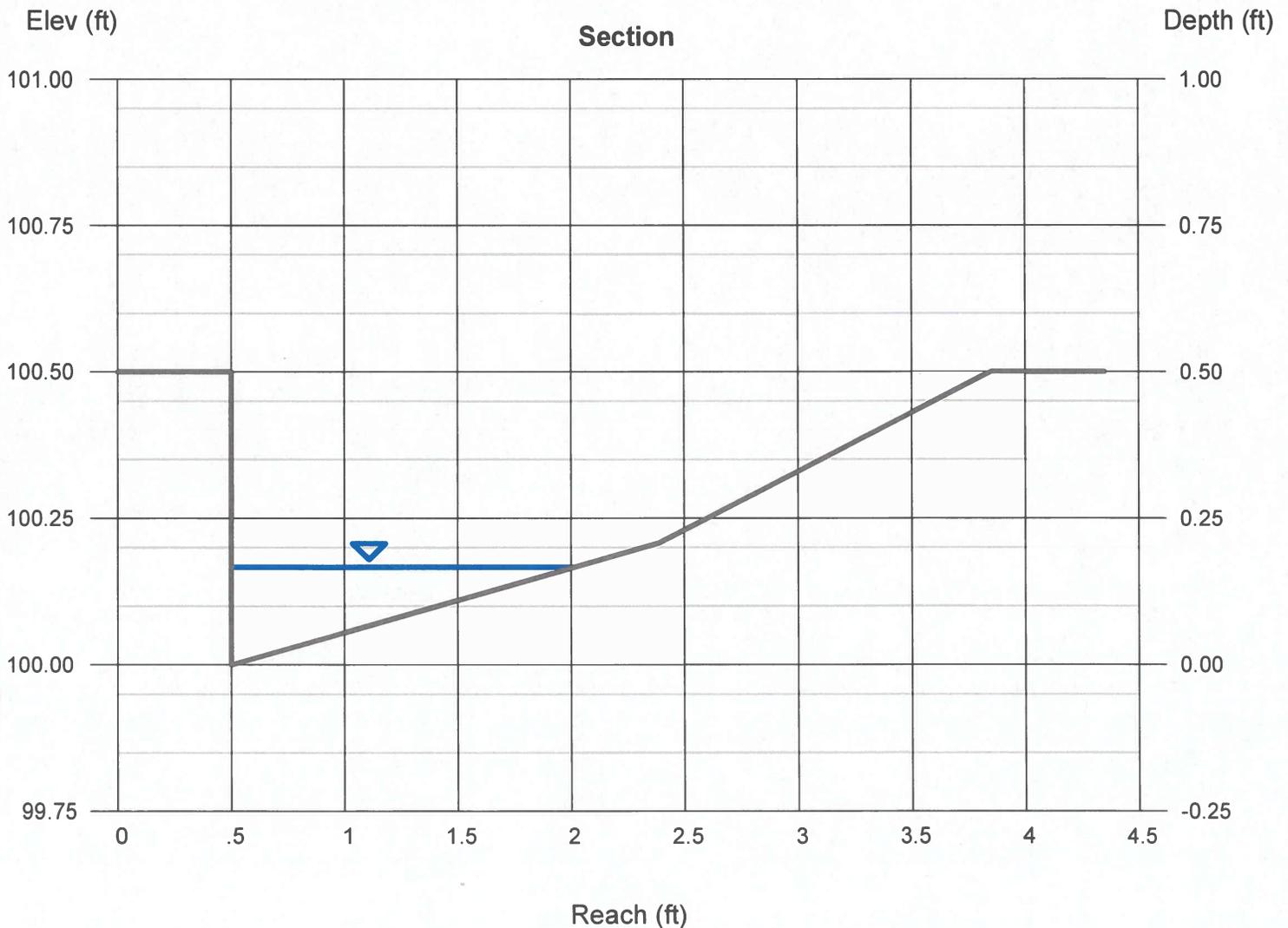
Cross Sl, Sx (ft/ft) = 0.200
Cross Sl, Sw (ft/ft) = 0.110
Gutter Width (ft) = 1.89
Invert Elev (ft) = 100.00
Slope (%) = 1.50
N-Value = 0.160

Highlighted

Depth (ft) = 0.17
Q (cfs) = 0.033
Area (sqft) = 0.13
Velocity (ft/s) = 0.26
Wetted Perim (ft) = 1.69
Crit Depth, Yc (ft) = 0.08
Spread Width (ft) = 1.52
EGL (ft) = 0.17

Calculations

Compute by: Q vs Depth
No. Increments = 3



Inlet Report

Basin 1 Catch Basin 1

Grate Inlet

Location	= On grade
Curb Length (ft)	= 2.00
Throat Height (in)	= -0-
Grate Area (sqft)	= -0-
Grate Width (ft)	= 2.00
Grate Length (ft)	= 4.00

Gutter

Slope, Sw (ft/ft)	= 0.080
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= -0-
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 10.00
Gutter n-value	= 0.016

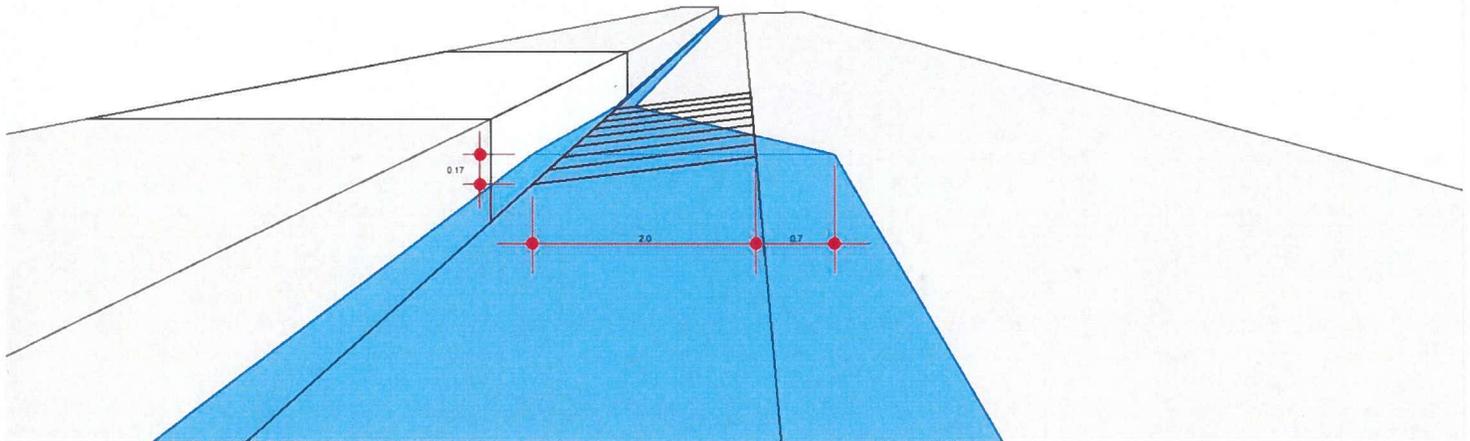
Calculations

Compute by:	Known Q
Q (cfs)	= 1.31

Highlighted

Q Total (cfs)	= 1.31
Q Capt (cfs)	= 1.30
Q Bypass (cfs)	= 0.01
Depth at Inlet (in)	= 2.09
Efficiency (%)	= 100
Gutter Spread (ft)	= 2.70
Gutter Vel (ft/s)	= 6.79
Bypass Spread (ft)	= 0.28
Bypass Depth (in)	= 0.27

All dimensions in feet



Channel Report

Basin 2 - 10 Peak Discharge

Gutter

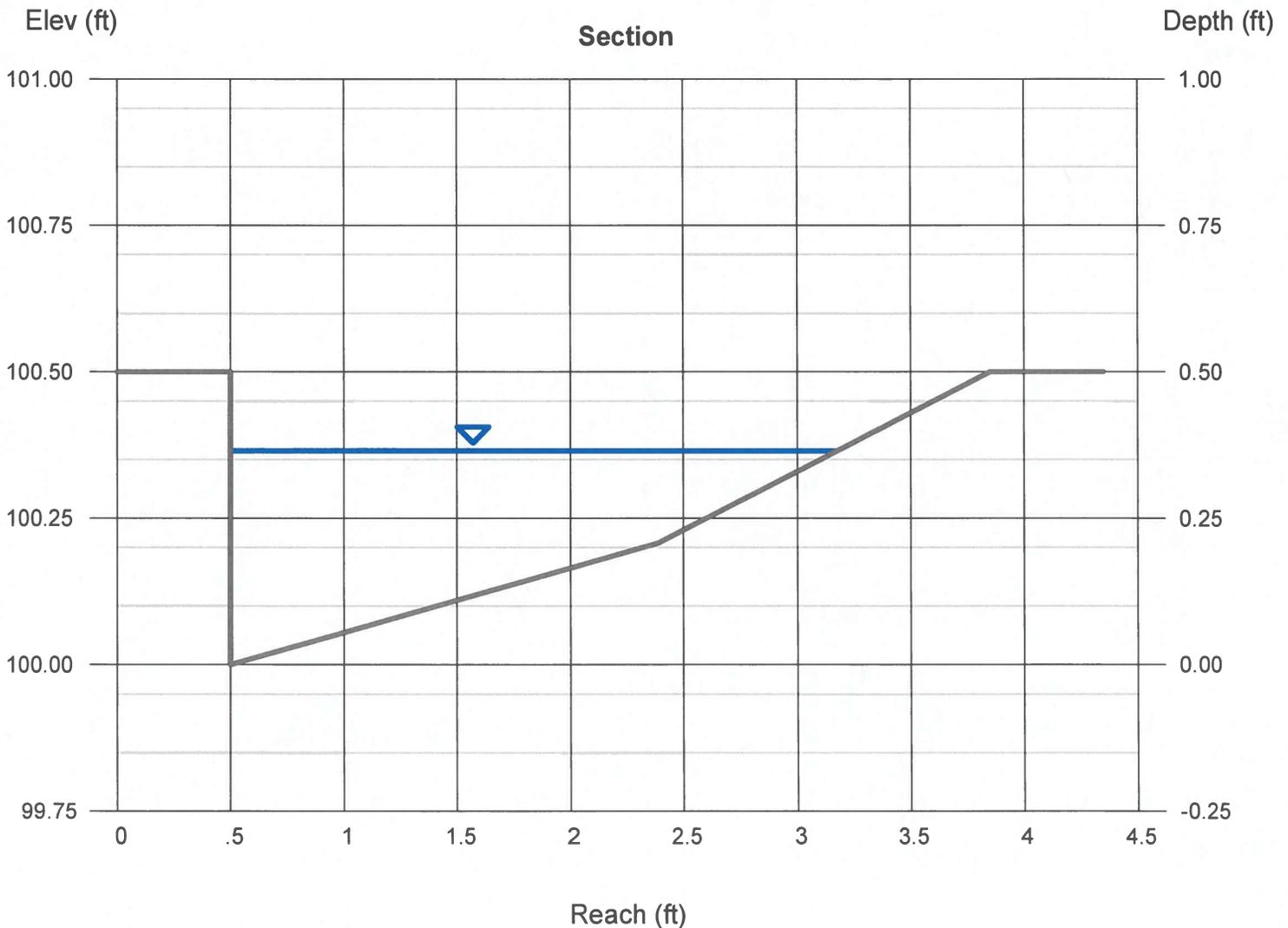
Cross Sl, Sx (ft/ft)	= 0.200
Cross Sl, Sw (ft/ft)	= 0.110
Gutter Width (ft)	= 1.89
Invert Elev (ft)	= 100.00
Slope (%)	= 0.50
N-Value	= 0.110

Highlighted

Depth (ft)	= 0.36
Q (cfs)	= 0.210
Area (sqft)	= 0.56
Velocity (ft/s)	= 0.38
Wetted Perim (ft)	= 3.07
Crit Depth, Yc (ft)	= 0.17
Spread Width (ft)	= 2.68
EGL (ft)	= 0.37

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.21



Inlet Report

Basin 2 - 10 Catch Basin Capacity

Grate Inlet

Location	= On grade
Curb Length (ft)	= -0-
Throat Height (in)	= -0-
Grate Area (sqft)	= -0-
Grate Width (ft)	= 2.00
Grate Length (ft)	= 4.00

Gutter

Slope, Sw (ft/ft)	= 0.080
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= -0-
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.50
Gutter n-value	= 0.016

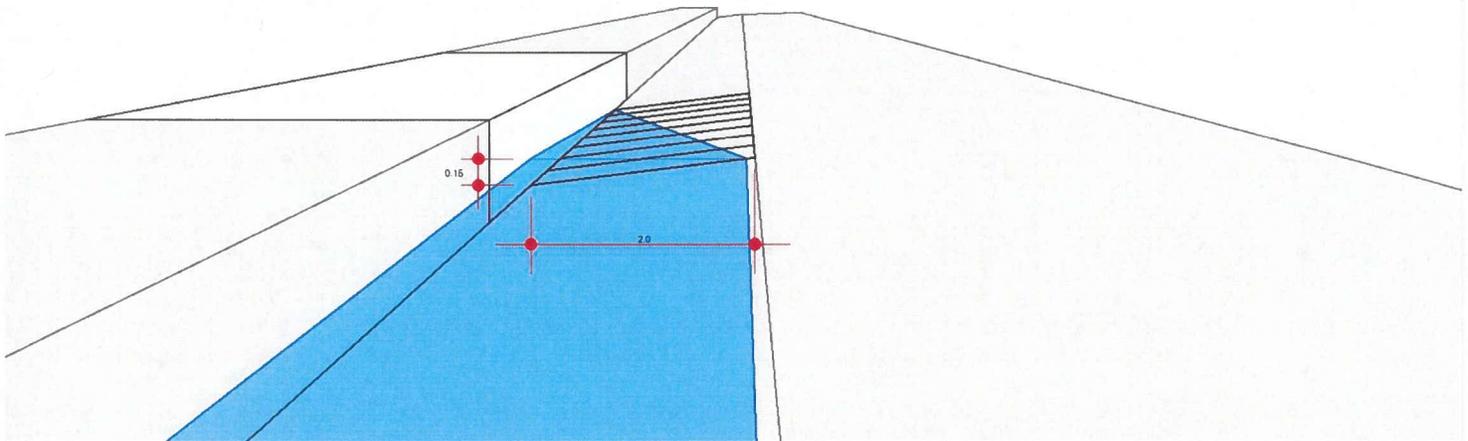
Calculations

Compute by:	Known Q
Q (cfs)	= 0.21

Highlighted

Q Total (cfs)	= 0.21
Q Capt (cfs)	= 0.21
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 1.85
Efficiency (%)	= 100
Gutter Spread (ft)	= 1.92
Gutter Vel (ft/s)	= 1.42
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-

All dimensions in feet



APPENDIX D:

Exhibits and Drawings

- Existing Drainage Hydrology
- Proposed Drainage Hydrology
- Drainage Basin Plan



Hydrology Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

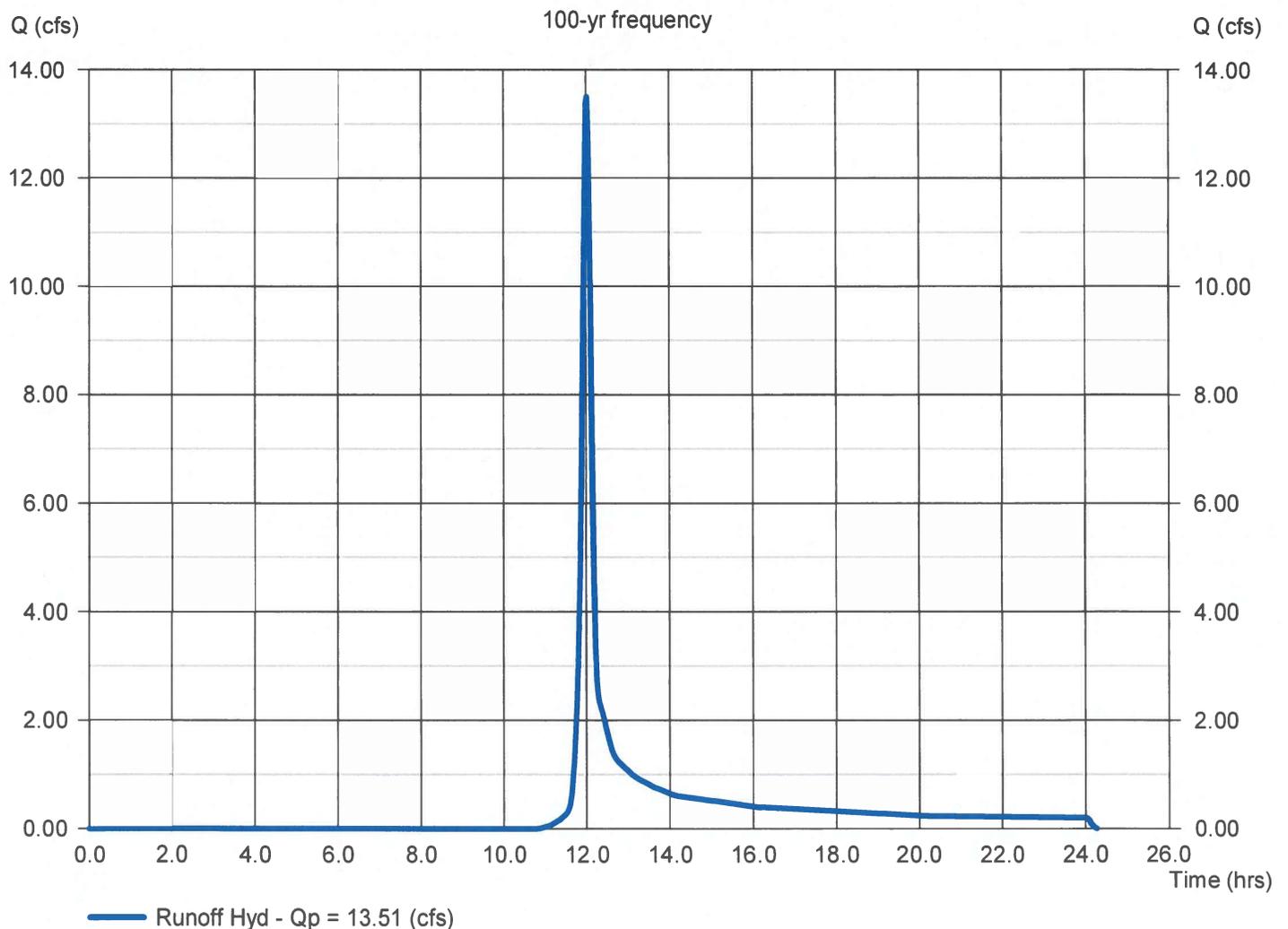
Wednesday, Nov 22 2023

Existing Basin 100 Yr

Hydrograph type	= SCS	Peak discharge (cfs)	= 13.51
Storm frequency (yrs)	= 100	Time interval (min)	= 1
Drainage area (ac)	= 9.730	Curve number (CN)	= 77
Basin Slope (%)	= See Worksheet	Hydraulic length (ft)	= See Worksheet
Tc method	= TR55	Time of conc. (min)	= 11
Total precip. (in)	= 2.79	Storm Distribution	= Type II
Storm duration (hrs)	= 24	Shape factor	= 484

Hydrograph Volume = 33,368 (cuft); 0.766 (acft)

Runoff Hydrograph



TR55 Tc Worksheet

SCS

Existing Basin 100 Yr

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 0.0	0.0	0.0	
Two-year 24-hr precip. ((in))	= 0.00	0.00	0.00	
Land slope (%)	= 0.00	0.00	0.00	
Travel Time (min)	= 0.00	+ 0.00	+ 0.00	= 0.00
Shallow Concentrated Flow				
Flow length (ft)	= 2365.00	0.00	0.00	
Watercourse slope (%)	= 5.00	0.00	0.00	
Surface description	= Unpaved	Paved	Paved	
Average velocity (ft/s)	= 3.61	0.00	0.00	
Travel Time (min)	= 10.93	+ 0.00	+ 0.00	= 10.93
Channel Flow				
X sectional flow area ((sqft))	= 0.00	0.00	0.00	
Wetted perimeter ((ft))	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.015	0.015	0.015	
Velocity (ft/s)	= 0.00	0.00	0.00	
Flow length (ft)	= 0.0	0.0	0.0	
Travel Time (min)	= 0	+ 0	+ 0	= 0.00
Total Travel Time, Tc				11.00 min

Hydrology Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

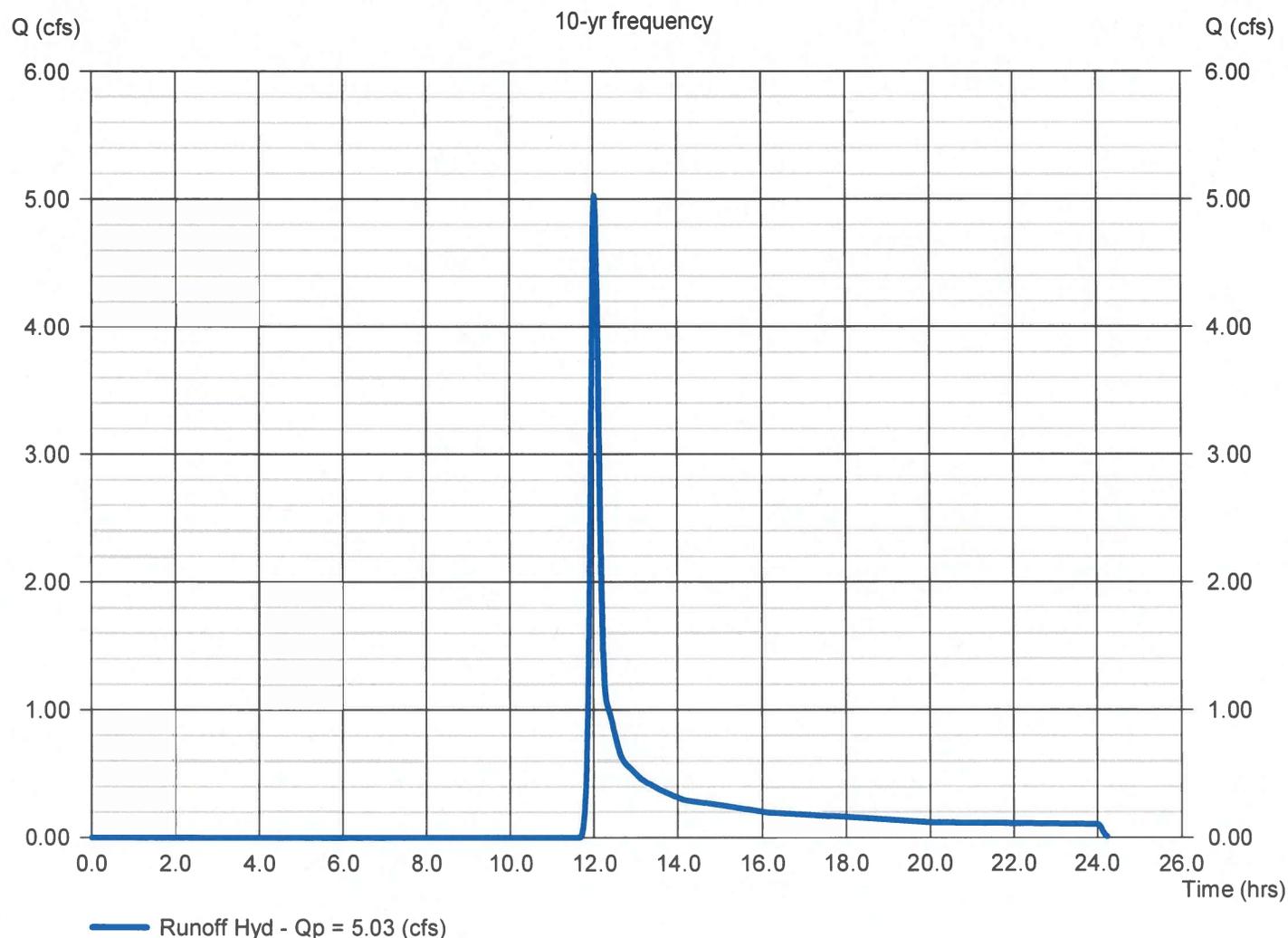
Wednesday, Nov 22 2023

Existing Basin 10 Yr

Hydrograph type	= SCS	Peak discharge (cfs)	= 5.029
Storm frequency (yrs)	= 10	Time interval (min)	= 1
Drainage area (ac)	= 9.730	Curve number (CN)	= 77
Basin Slope (%)	= See Worksheet	Hydraulic length (ft)	= See Worksheet
Tc method	= TR55	Time of conc. (min)	= 11
Total precip. (in)	= 1.88	Storm Distribution	= Type II
Storm duration (hrs)	= 24	Shape factor	= 484

Hydrograph Volume = 13,851 (cuft); 0.318 (acft)

Runoff Hydrograph



TR55 Tc Worksheet

SCS

Existing Basin 10 Yr

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 0.0	0.0	0.0	
Two-year 24-hr precip. ((in))	= 0.00	0.00	0.00	
Land slope (%)	= 0.00	0.00	0.00	
Travel Time (min)	= 0.00	+	0.00	+
			0.00	= 0.00
Shallow Concentrated Flow				
Flow length (ft)	= 2365.00	0.00	0.00	
Watercourse slope (%)	= 5.00	0.00	0.00	
Surface description	= Unpaved	Paved	Paved	
Average velocity (ft/s)	= 3.61	0.00	0.00	
Travel Time (min)	= 10.93	+	0.00	+
			0.00	= 10.93
Channel Flow				
X sectional flow area ((sqft))	= 0.00	0.00	0.00	
Wetted perimeter ((ft))	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.015	0.015	0.015	
Velocity (ft/s)	= 0.00	0.00	0.00	
Flow length (ft)	= 0.0	0.0	0.0	
Travel Time (min)	= 0	+	0	+
			0	= 0.00
Total Travel Time, Tc				11.00 min

Hydrology Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

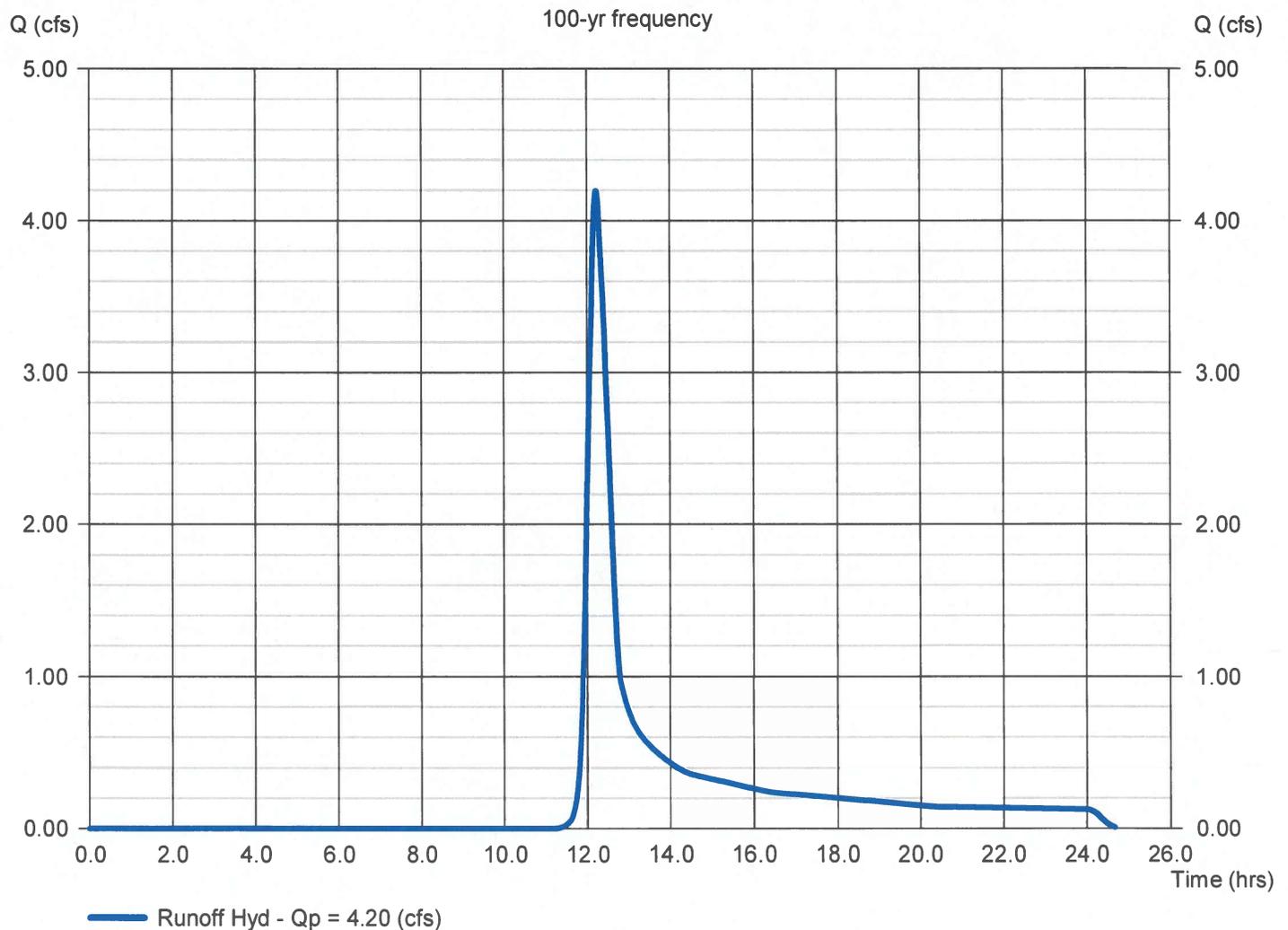
Monday, Nov 27 2023

Basin 1 100 Yr

Hydrograph type	= SCS	Peak discharge (cfs)	= 4.198
Storm frequency (yrs)	= 100	Time interval (min)	= 1
Drainage area (ac)	= 6.340	Curve number (CN)	= 75
Basin Slope (%)	= See Worksheet	Hydraulic length (ft)	= See Worksheet
Tc method	= TR55	Time of conc. (min)	= 32
Total precip. (in)	= 2.79	Storm Distribution	= Type II
Storm duration (hrs)	= 24	Shape factor	= 484

Hydrograph Volume = 19,140 (cuft); 0.439 (acft)

Runoff Hydrograph



TR55 Tc Worksheet

Hydraflow Express by Intelisolve

SCS

Basin 1 100 Yr

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 125.0	0.0	0.0	
Two-year 24-hr precip. ((in))	= 1.30	0.00	0.00	
Land slope (%)	= 2.00	0.00	0.00	
Travel Time (min)	= 26.76	+ 0.00	+ 0.00	= 26.76
Shallow Concentrated Flow				
Flow length (ft)	= 501.00	311.00	156.00	
Watercourse slope (%)	= 3.00	1.50	10.00	
Surface description	= Unpaved	Paved	Paved	
Average velocity (ft/s)	= 2.79	2.49	6.43	
Travel Time (min)	= 2.99	+ 2.08	+ 0.40	= 5.47
Channel Flow				
X sectional flow area ((sqft))	= 0.00	0.00	0.00	
Wetted perimeter ((ft))	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.015	0.015	0.015	
Velocity (ft/s)	= 0.00	0.00	0.00	
Flow length (ft)	= 0.0	0.0	0.0	
Travel Time (min)	= 0	+ 0	+ 0	= 0.00
Total Travel Time, Tc				32.00 min

Hydrology Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

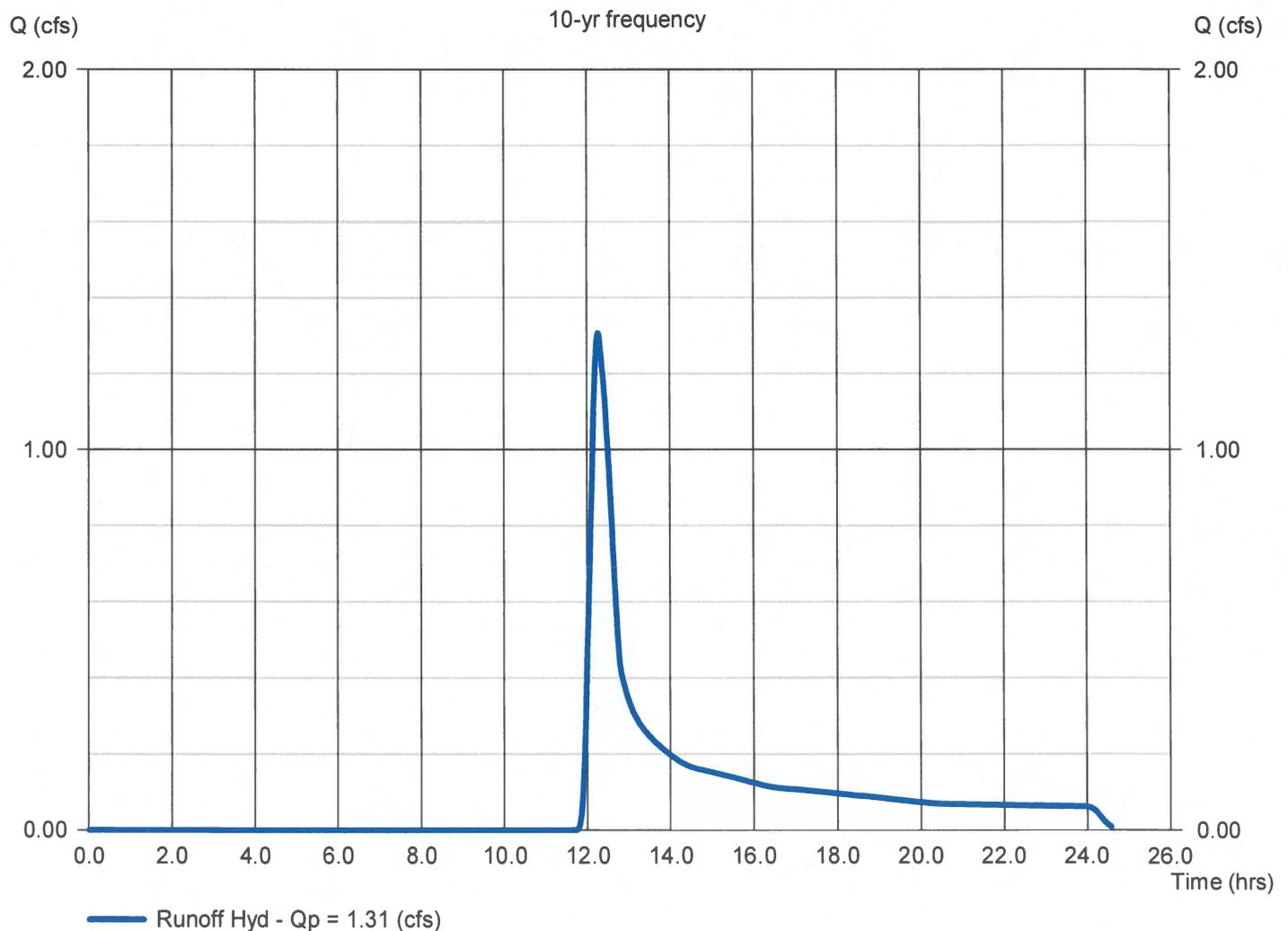
Monday, Nov 27 2023

Basin 1 10 Yr

Hydrograph type	= SCS	Peak discharge (cfs)	= 1.306
Storm frequency (yrs)	= 10	Time interval (min)	= 1
Drainage area (ac)	= 6.340	Curve number (CN)	= 75
Basin Slope (%)	= See Worksheet	Hydraulic length (ft)	= See Worksheet
Tc method	= TR55	Time of conc. (min)	= 32
Total precip. (in)	= 1.88	Storm Distribution	= Type II
Storm duration (hrs)	= 24	Shape factor	= 484

Hydrograph Volume = 7,501 (cuft); 0.172 (acft)

Runoff Hydrograph



TR55 Tc Worksheet

Hydraflow Express by Intelisolve

SCS

Basin 1 10 Yr

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 125.0	0.0	0.0	
Two-year 24-hr precip. ((in))	= 1.30	0.00	0.00	
Land slope (%)	= 2.00	0.00	0.00	
Travel Time (min)	= 26.76	+ 0.00	+ 0.00	= 26.76
Shallow Concentrated Flow				
Flow length (ft)	= 501.00	311.00	156.00	
Watercourse slope (%)	= 3.00	1.50	10.00	
Surface description	= Unpaved	Paved	Paved	
Average velocity (ft/s)	= 2.79	2.49	6.43	
Travel Time (min)	= 2.99	+ 2.08	+ 0.40	= 5.47
Channel Flow				
X sectional flow area ((sqft))	= 0.00	0.00	0.00	
Wetted perimeter ((ft))	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.015	0.015	0.015	
Velocity (ft/s)	= 0.00	0.00	0.00	
Flow length (ft)	= 0.0	0.0	0.0	
Travel Time (min)	= 0	+ 0	+ 0	= 0.00
Total Travel Time, Tc				32.00 min

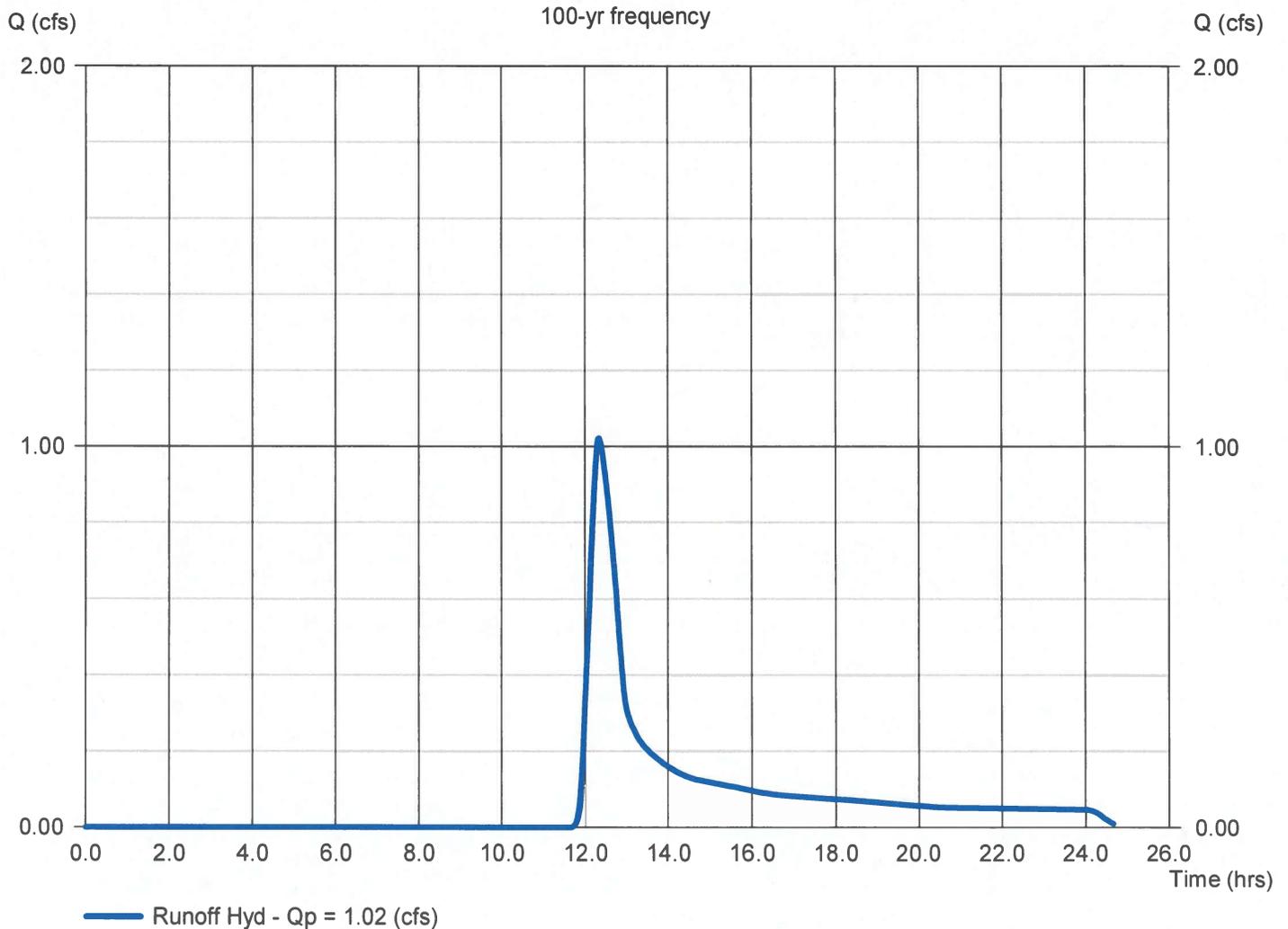
Hydrology Report

Basin 2 100 Yr

Hydrograph type	= SCS	Peak discharge (cfs)	= 1.022
Storm frequency (yrs)	= 100	Time interval (min)	= 1
Drainage area (ac)	= 2.830	Curve number (CN)	= 70
Basin Slope (%)	= See Worksheet	Hydraulic length (ft)	= See Worksheet
Tc method	= TR55	Time of conc. (min)	= 40
Total precip. (in)	= 2.79	Storm Distribution	= Type II
Storm duration (hrs)	= 24	Shape factor	= 484

Hydrograph Volume = 6,172 (cuft); 0.142 (acft)

Runoff Hydrograph



TR55 Tc Worksheet

SCS

Basin 2 100 Yr

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 266.0	0.0	0.0	
Two-year 24-hr precip. ((in))	= 1.30	0.00	0.00	
Land slope (%)	= 5.00	0.00	0.00	
Travel Time (min)	= 33.94	+ 0.00	+ 0.00	= 33.94
Shallow Concentrated Flow				
Flow length (ft)	= 536.00	0.00	0.00	
Watercourse slope (%)	= 0.50	0.00	0.00	
Surface description	= Paved	Paved	Paved	
Average velocity (ft/s)	= 1.44	0.00	0.00	
Travel Time (min)	= 6.21	+ 0.00	+ 0.00	= 6.21
Channel Flow				
X sectional flow area ((sqft))	= 0.00	0.00	0.00	
Wetted perimeter ((ft))	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.015	0.015	0.015	
Velocity (ft/s)	= 0.00	0.00	0.00	
Flow length (ft)	= 0.0	0.0	0.0	
Travel Time (min)	= 0	+ 0	+ 0	= 0.00
Total Travel Time, Tc				40.00 min

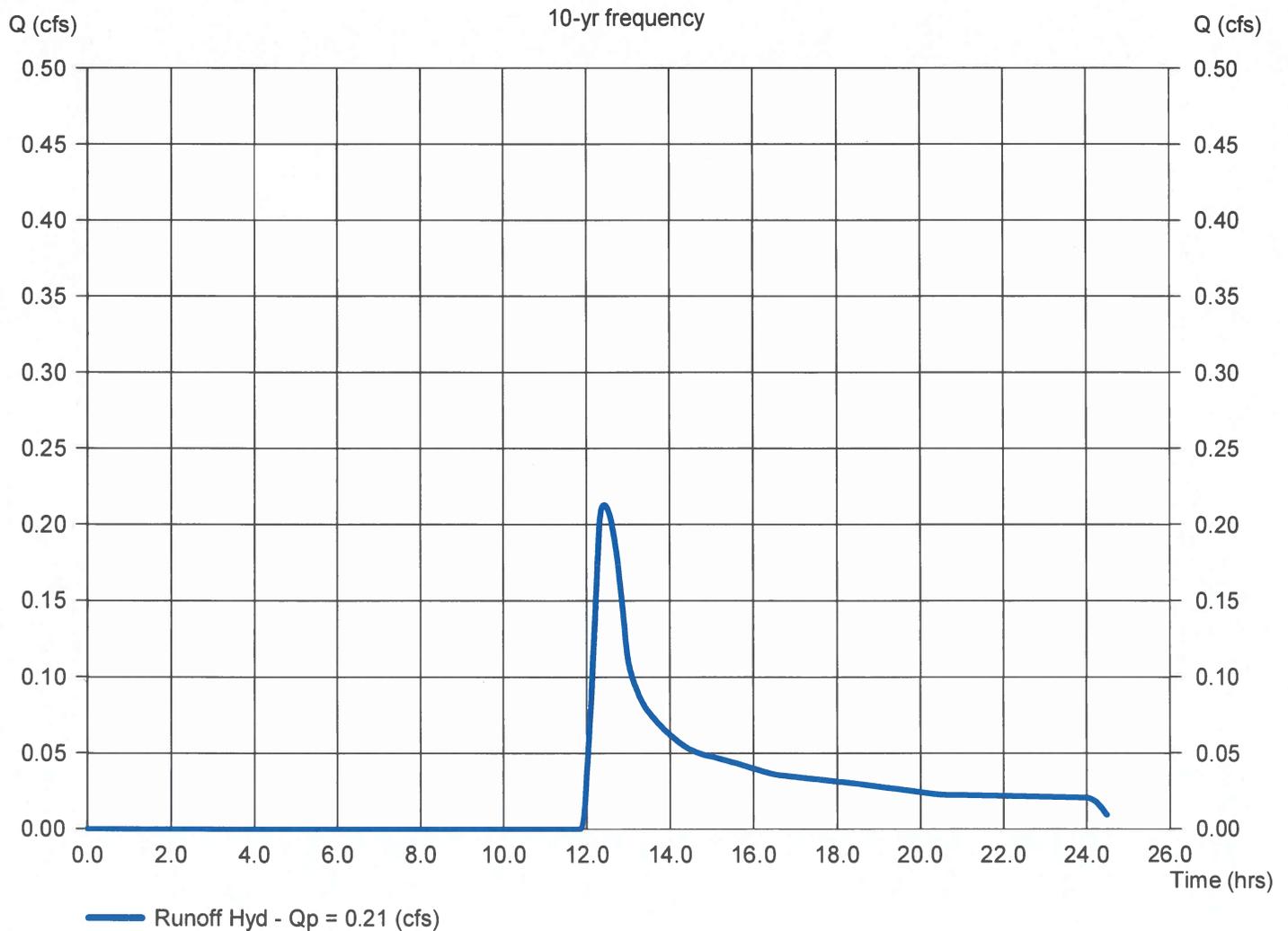
Hydrology Report

Basin 2 10 Yr

Hydrograph type	= SCS	Peak discharge (cfs)	= 0.213
Storm frequency (yrs)	= 10	Time interval (min)	= 1
Drainage area (ac)	= 2.830	Curve number (CN)	= 70
Basin Slope (%)	= See Worksheet	Hydraulic length (ft)	= See Worksheet
Tc method	= TR55	Time of conc. (min)	= 40
Total precip. (in)	= 1.88	Storm Distribution	= Type II
Storm duration (hrs)	= 24	Shape factor	= 484

Hydrograph Volume = 2,024 (cuft); 0.046 (acft)

Runoff Hydrograph



TR55 Tc Worksheet

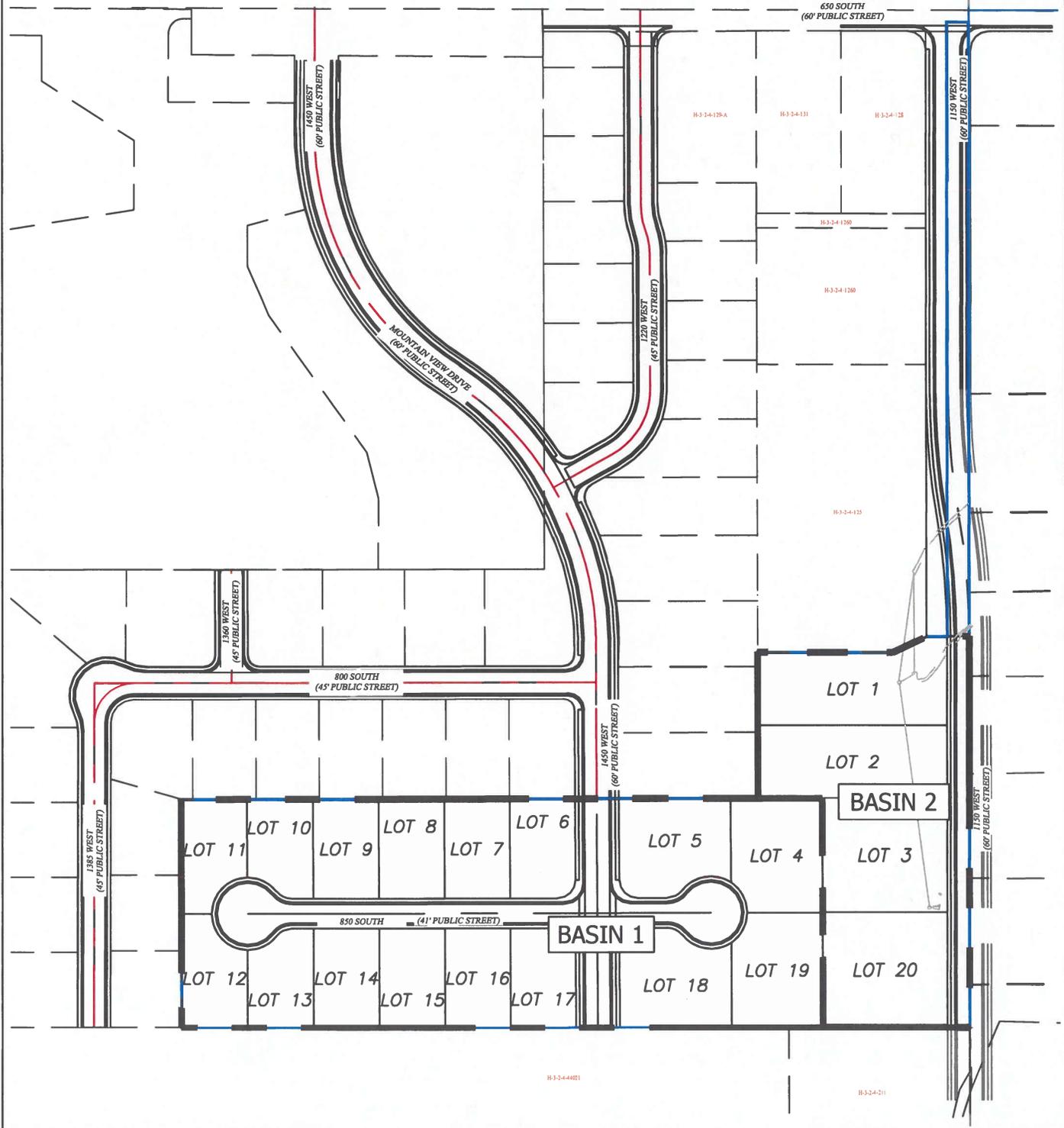
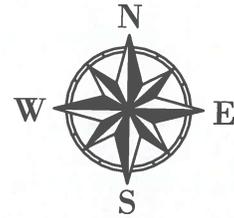
Hydraflow Express by Intelisolve

SCS

Basin 2 10 Yr

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 266.0	0.0	0.0	
Two-year 24-hr precip. ((in))	= 1.30	0.00	0.00	
Land slope (%)	= 5.00	0.00	0.00	
Travel Time (min)	= 33.94	+ 0.00	+ 0.00	= 33.94
Shallow Concentrated Flow				
Flow length (ft)	= 536.00	0.00	0.00	
Watercourse slope (%)	= 0.50	0.00	0.00	
Surface description	= Paved	Paved	Paved	
Average velocity (ft/s)	= 1.44	0.00	0.00	
Travel Time (min)	= 6.21	+ 0.00	+ 0.00	= 6.21
Channel Flow				
X sectional flow area ((sqft))	= 0.00	0.00	0.00	
Wetted perimeter ((ft))	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.015	0.015	0.015	
Velocity (ft/s)	= 0.00	0.00	0.00	
Flow length (ft)	= 0.0	0.0	0.0	
Travel Time (min)	= 0	+ 0	+ 0	= 0.00
Total Travel Time, Tc				40.00 min

KOLOB VIEWS SUBDIVISION



LEGEND: DRAINAGE BASIN LINE

EXHIBIT

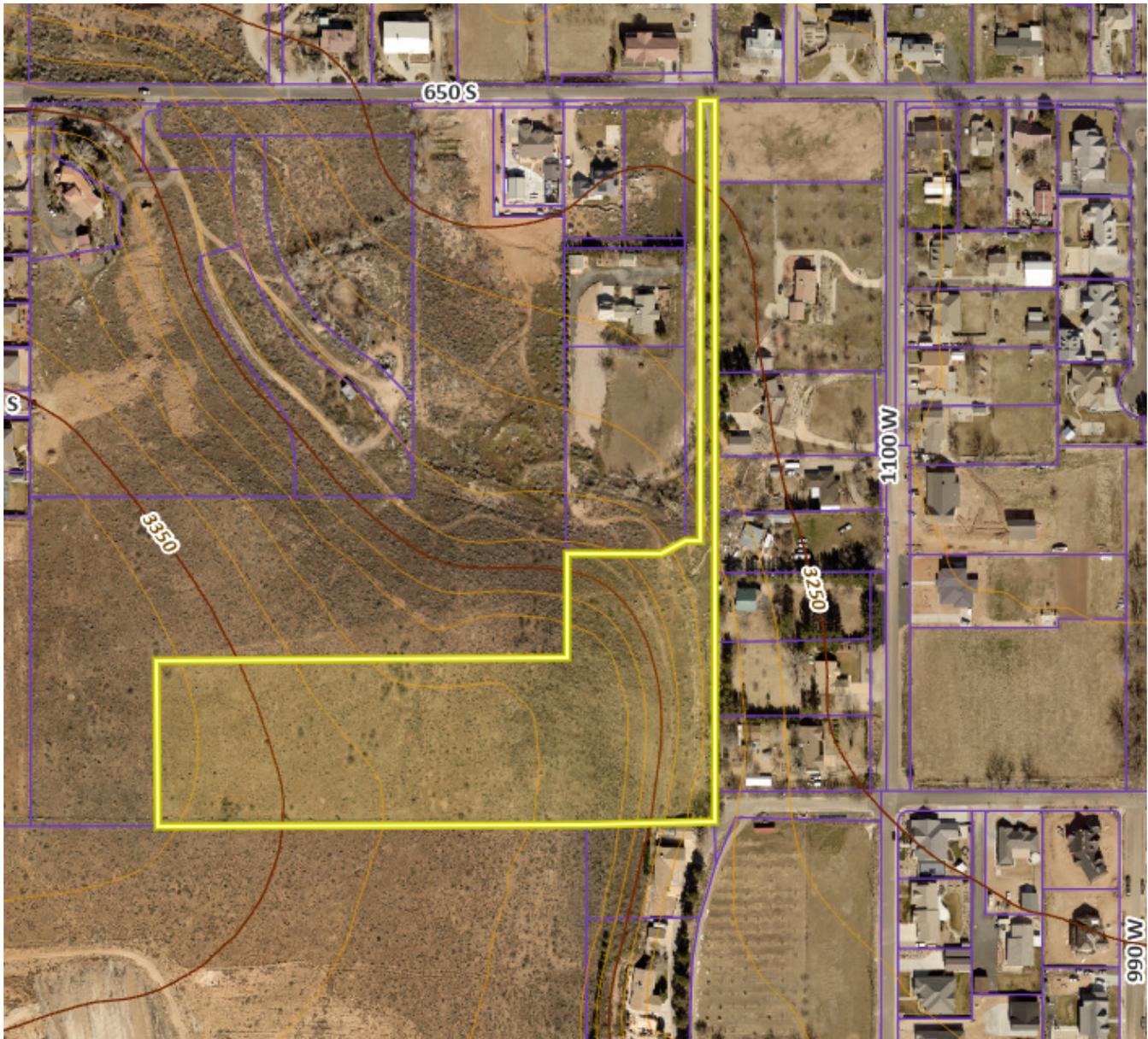
DRAINAGE BASIN EXHIBIT



STAFF COMMENTS

Agenda Date:	02/15/2024
Application Number:	PP23-30, HIL23-30
Type of Application:	Preliminary Plat and Sensitive Lands Application
Action Type:	Administrative
Applicant:	Stratton Development
Agent:	Colt Stratton
Request:	Approval of a Preliminary Plat
Location:	850 S 1300 W
Zoning:	R1-10
General Plan Map:	Single Family

Discussion: This application was initially heard by the City Council and was tabled on June 1, 2023, due to a lack of a sensitive lands plan and nonconformance with the Transportation Master Plan. The applicant has subsequently proposed a revised preliminary plat for 20 single-family lots. The site is located south of Mountain View Estates and along 1150 W. The Planning Commission heard the application on January 11, 2024, and unanimously voted to recommend approval of phase 1 only due to a lack of adequate public access to the proposed phase 2 lots that would need to be accessed from 1150 W. Staff supports the Planning Commission’s recommendation with the added clarification that the preliminary plat be approved for phase 1 only, and that the remaining property be excluded from the plat approval.



JUC Comments

Public Works: No comments

Water: Water line will need to be looped back to 1360 W or down to 920 S before water approval.

Power: Lots 1, 2, 3, and 20 as plat shows will have conflicts with roadway and future power line. Power lines will also change setback requirements of these lots. All other lots are okay.

Sewer: No comments 8" line in Mountain View Dr.

Engineering: 1150 W is a master planned minor collector that also includes a 12' sidepath on the east side (67' total width). Applicant should locate and show all of the existing utilities. Special coordination for existing and proposed canal main should be done with Hurricane Canal Company. GIS shows the existing main is 18" RCP near here. The proposed subdivision should include a tentative plan or method to handle stormwater drainage. The applicant should coordinate 1150 W with Hurricane City staff and Alpha Engineering. Without roadway and dedication agreements from the neighboring property owners

to the east, Lots 1, 2, 3, and 20 would be inaccessible from 1150 W with the proposed alignment. The 41' wide cross section (the residential minimum) is reserved for serving 10 units or less (see table 3.1 in HCS 3.2.2). A request to increase the maximum design volumes shown in table 3.1 may be submitted for consideration to the city engineer. The request must include support and justification from a traffic impact study (see HCS 3.2.4.4). Lots should be numbered sequential with the phases. avoid skipping lot numbers between phases. What will be done with the 30% + slope? City code seems to indicate it should be protected by easement or conveyed to hurricane city.

Streets: Mountain View Dr on the north end of this property is the end of currently existing improvements. 1150 W is a currently unimproved roadway.

Fire: Okay.

Phone: Add Centurylink notes to construction drawings.

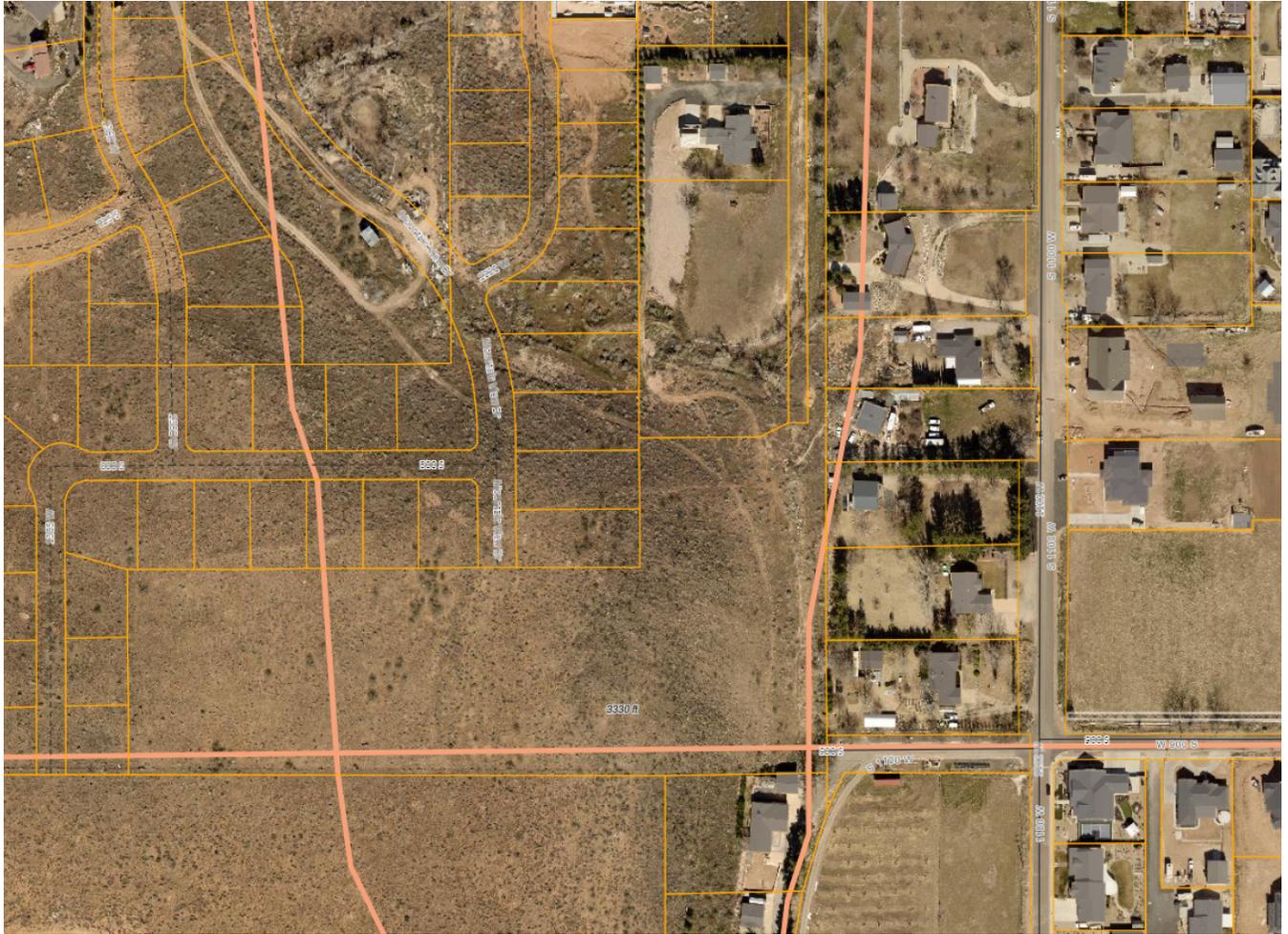
Cable: No comments

WCWCD: Washington County Water Conservancy District hereby acknowledges that based on the information provided, the proposed plans adequately mitigate interference with district facilities and property interests. The District reserves the right to rescind this acknowledgement if additional information becomes available. The district has not determined whether water will be available for this development and does not hereby make any guarantee of water availability. In addition, the development must conform with applicable district requirements, including but not limited to payment of fees.

Water use: The Washington County Water Conservancy District has a county-wide tracking budget of approximately 75,000 units with approximately 25,000 units being located within Hurricane City. If approved, this development and its 20 lots, which are not currently counted as part of Hurricane City's tracking budget, would be added to Hurricane City's total. This is a relatively small development, and its small number of units are unlikely to have a significant effect on the overall water system.

Staff Comments: Preliminary Plat

1. All lots meet R1-10 standards.
2. **Master Plan Roadways:** There are three master planned roadways within the development as shown below.
 - a. 1150 W is a planned 67' minor collector. The plans do show the correct approximate alignment of the roadway as verified by the City Council in July 2023, however the correct width will need to be shown. Dedications and easements will need to be collected from the neighbors to the east if the property is planned to be developed prior to the City's acquisition of those rights-of-way.
 - b. 900 S is a planned minor collector. The proposed plat does not conform with the Transportation Master Plan, however, the slopes in this area make a roadway connection through this property infeasible, and city staff finds this acceptable. 900 S will connect to 1150 W at some future point.
 - c. Mountain View Dr/1450 W is a minor collector already existing in this area. The plat shows the continuation of this street through the property.



3. There is a Hurricane Canal Company canal on the property that is located near the proposed 1150 W and then cuts northwest into the Mountain Views Estates Subdivision. This canal needs to be shown, and a future alignment will need to be worked out with the canal company. HCC 10-37-7 (B) states “Existing conditions. The preliminary plat shall show...Existing ditches, canals, natural drainage channels and open waterways and proposed realignments.”
4. A will-serve letter from the water and sewer company is provided.
5. Will need to indicate if the area is in a tortoise protection area.

Staff Comments: Sensitive Lands Application

1. The Sensitive Land Application requires the following items:

10-24-5: HILLSIDES AND RIDGE AREAS:

A. Applicability: The following procedures, submittal requirements and standards shall apply to those projects located on lands identified as having at least one of the following characteristics:

1. *Slopes over ten percent (10%) which are:*
 - a. *Identified through computer generated programs capable of calculating slopes on topographic maps prepared with two foot (2') contour interval accuracy; or*

b. Established by profile lines drawn perpendicular to contour lines at intervals no greater than one hundred fifty feet (150') apart, when the slope, measured along any one hundred foot (100') segment of the profile line is ten percent (10%) or greater. (See section 10-24-9, appendix diagram A, of this chapter.)

c. A slope shall be subject to this chapter only when a contiguous identified area of ten percent (10%) or greater exceeds two (2) acres, or if the site is less than one acre and the entire site is ten percent (10%) or greater.

2. *Soils Investigation Report: A soils investigation report which contains the following information:*

a. *Nature, distribution and classification (unified soil classification) of existing soils to the appropriate depth of influence by the proposed development, but not less than ten feet (10') deeper than the proposed excavations or to bedrock.*

b. *Strength of existing soils, bearing capacity of supporting soils, settlement estimates, collapse and shrink-swell characteristics, lateral pressures and trench excavation limitations.*

c. *Groundwater levels that may affect development and estimated elevation of high groundwater levels.*

d. *Appropriate laboratory testing for classification, consistency, strength and consolidation conditions.*

e. *Slope stability.*

f. *A written statement by the geotechnical engineer, civil engineer, or geologist preparing the soils report describing the general suitability of the site for the owner's intended use. The report shall identify soil constraints to development and shall state the professional opinion of the author as to whether the proposed development plan will mitigate and/or eliminate said constraints in a manner as to prevent hazard to life, hazard to property, and adverse effects. If the soil report prepared for a subdivision shows the presence of critically expansive soils, high water table, organic soils, liquefiable soils, collapsible soils, or other soil problems which, if not corrected, would lead to structural defects of the proposed buildings, damage to the building from the water, or premature deterioration of the public improvements, a soil investigation of each lot in the subdivision shall be required by the city.*

3. *Geotechnical Report: A geotechnical and geological report subject to the standards and requirements provided therein.*

4. *Grading And Drainage Plan: A grading and drainage plan report which includes stormwater management, erosion, and grading plans describing the methods by which surface water, natural drainage, erosion and sedimentation loss, and hydrologic hazards that will be controlled during and after construction. The plan shall include the following information:*

a. *The grading plan shall show present topography, including the location and depth of all proposed fills and cuts of finished earth surfaces, and/or use of retaining walls including height, using a contour interval of two feet (2') when grades are zero to twenty nine percent (0 - 29%) and five foot (5') contours when grades thirty percent (30%) and over.*

b. *The proposed area to be graded shall be clearly delineated on the plan.*

c. *All calculations and proposed details used for design and construction of debris basins, impoundments, diversions, dikes, waterways, drains, culverts and other water management or soil erosion control measures shall be shown. Drainage calculations shall determine runoff volume and peak discharge using the "rational method", "SCS curve number method", or appropriate equivalent. Data provided should include:*

(1) *Rainfall depth, duration and distribution;*

(2) *Watershed slope and drainage area delineation;*

(3) Land condition of watershed surface;
(4) Topography of drainage area; and
(5) Soil descriptions in watershed. Erosion calculations shall employ predictions of soil loss sheet erosion using the universal soil loss equation or equivalent. Data to be provided should include factors of:

- (A) Rainfall intensity and duration;
- (B) Soil erodibility;
- (C) Land slope and length of slope or topography;
- (D) Condition of the soil surface and land management practices in use; and
- (E) Surface cover, grass, pavements, etc.

2. City staff has received a topographic map, a slope map, a grading plan, geotechnical report, and drainage plan.
3. Average slope per lot (as required by HCC 10-24-5 (C)) is not provided and needs to be provided to determine the minimum lot size.
4. Staff has serious concerns about the development potential of Lots 1,2,3, and 20. Slopes above 30% are supposed to be non-buildable and it appears that large sections of these lots are above 30% slope. The applicant or their engineer can request an alternative solution under the code section highlighted below.

10-24-3: DETERMINATION OF APPLICABILITY:

G. Exceptions: Exceptions to the provisions of this chapter may be granted by the city council upon recommendation from the planning commission when:

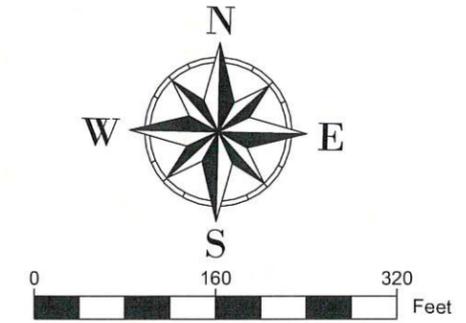
1. *An alternative solution is proposed for the protection of the sensitive land, based on sound and generally accepted engineering and land development principles, and said alternative will result in equal or better protection than development under the standards of this chapter; and is consistent with the purposes of this chapter. The alternative shall also be consistent with the general plan policies affecting sensitive lands;*

2. *The size of the parcel existing before the effective date of the adoption of this chapter is determined by the planning commission to be too small to effectively apply the provisions of this chapter, and conditions can be added to the project to minimize safety and general welfare concerns.*

3. *The parcel is zoned for a nonresidential use and the planning commission determines the site requires grading inconsistent with the provisions of this chapter, and conditions can be added to the project to minimize safety and general welfare concerns. (Ord. 2014-6, 5-1-2014)*

Recommendation: Staff recommends the City Council review this application based on standards within the Hurricane City Code. Staff finds that phase 1 of the preliminary plat meets the requirements for approval under city codes and ordinances and state law, and has determined that public access and facilities are readily available, or can be timely provided, to service phase 1. However, these findings cannot be made for phase 2; therefore, due to a lack of adequate public access to the proposed phase 2 lots that would need to be accessed from 1150 W, staff recommends that the City Council approve the preliminary plat for phase 1 only, and that the remaining property be excluded from the plat approval.

EXISTING CONDITIONS: KOLOB VIEWS SUBDIVISION



MOUNTAIN VIEW ESTATES
REFERENCE: APPROVED CONSTRUCTION DRAWINGS
GRADING PLAN, MOUNTAIN VIEW ESTATES FOR RAC, INC.,
ENGINEER: BROWN CONSULTING ENGINEERING
DATED: 5/2022

LEGEND	
DEFINITION	EXISTING
HARDSCAPES/MISC.	
ASPHALT	
CONCRETE	
HISTORIC AREA / DND	
ADA RAMP	
WATERWAY	
30" CURB & GUTTER	
STREET LIGHT	
COMMUNICATION BOX & PEDISTAL	
POWER VAULT & TRANSFORMER	

INTERSTATE ROCK
GENERAL BUILDING & ENGINEERING CONTRACTOR
42 SOUTH 850 WEST, HURRICANE, UT 84737
P: 435-635-2628 | F: 435-635-2177



DESIGNED BY KS
DRAWN BY SZ
CHECKED BY CS

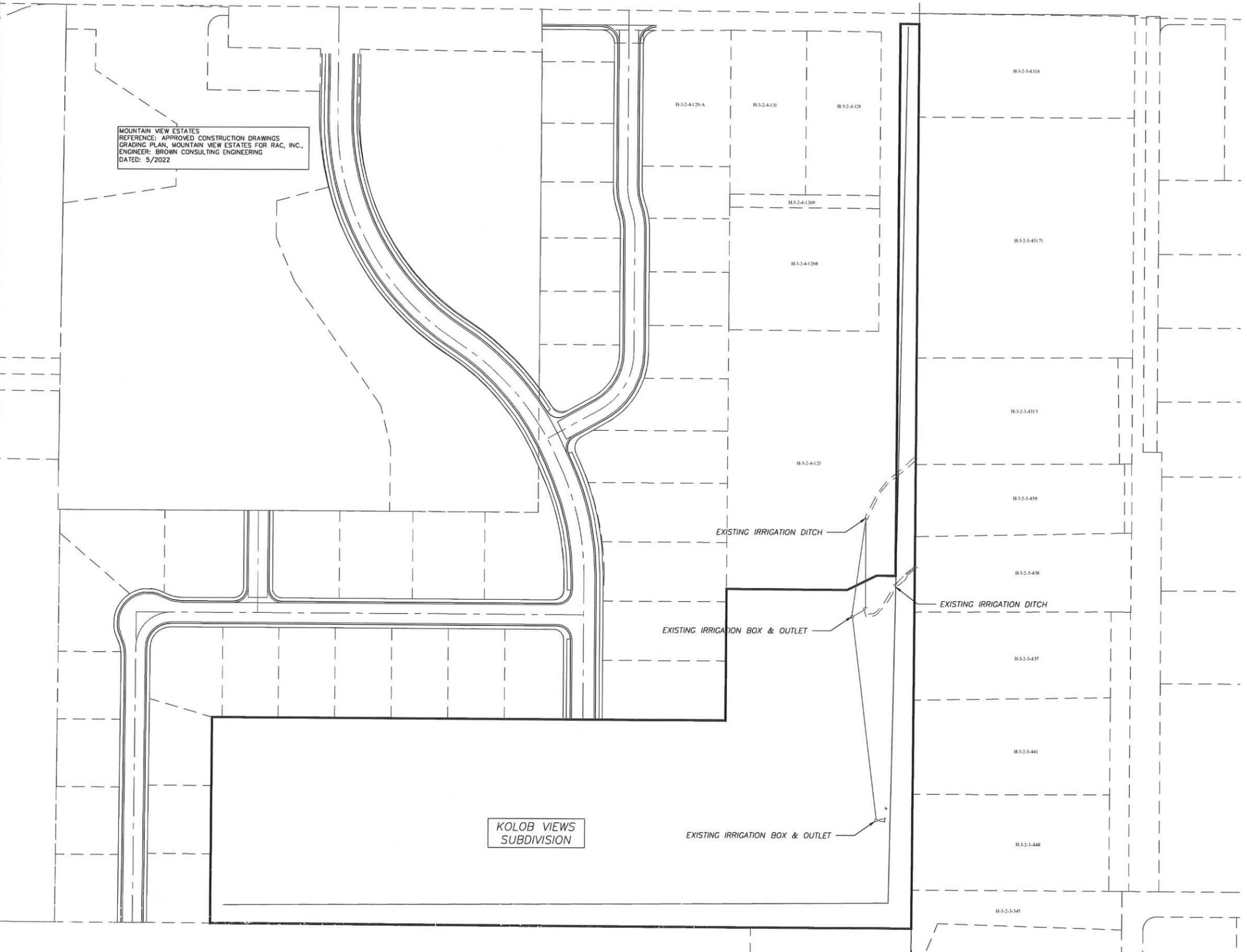
INTERSTATE ROCK PRODUCTS, LLC
EXISTING CONDITIONS
KOLOB VIEWS SUBDIVISION
HURRICANE, UTAH

REV.	DATE	DESCRIPTION	BY

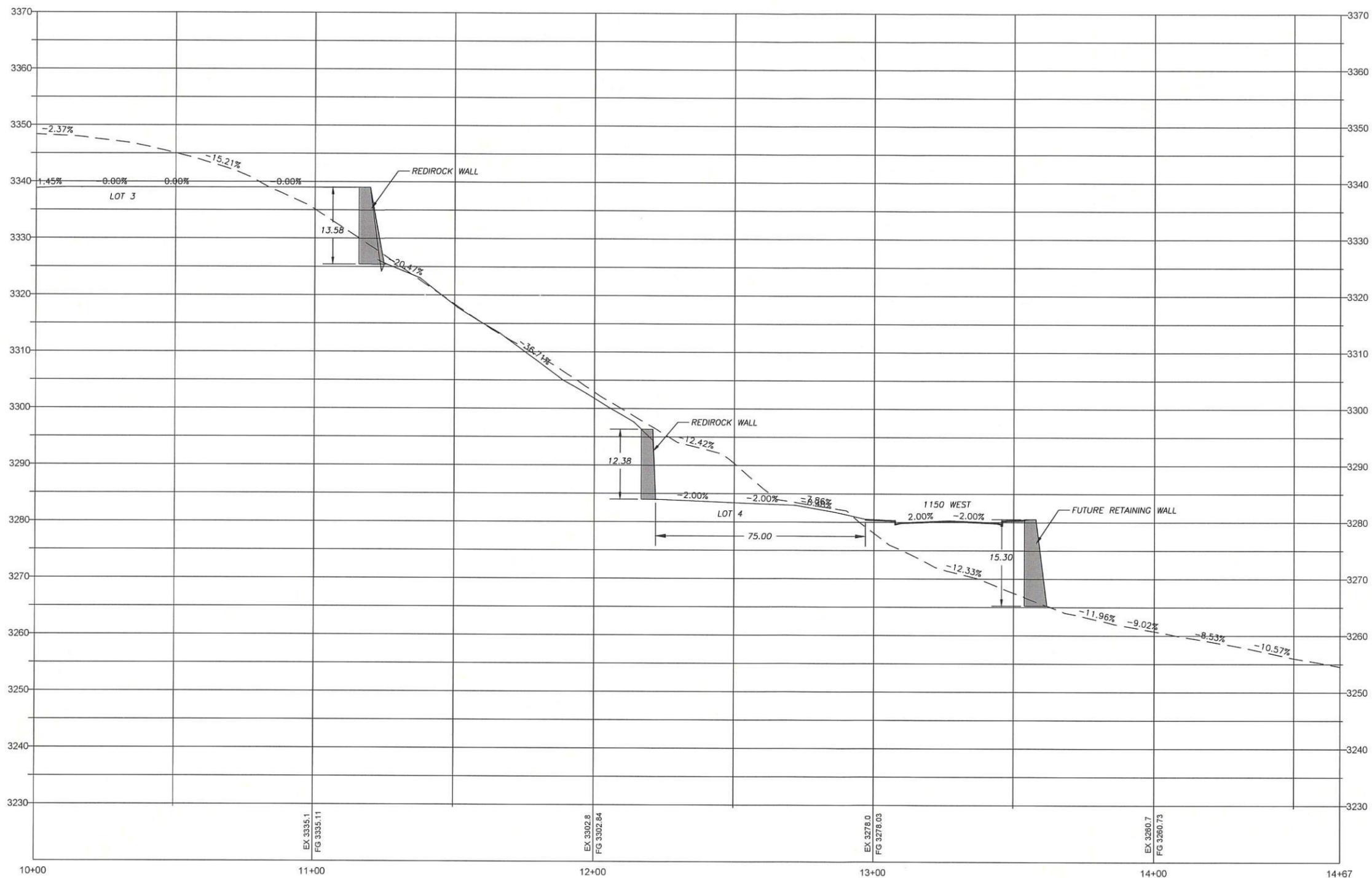
DATE 11/08/2023
PROJ. # 3000-1468
PAGE # C-2.0



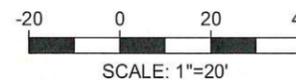
FILE: V:\1 - Engineering\1 - Projects\Interstate Rock Products\3000-1468 Kolob Views Subdivision\2 - Engineering\1 - Design\Existing Conditions.dwg TIME: 16 January 2024



WALL SECTION KOLOB VIEWS SUBDIVISION



Profile View of PV - Section 1
HORIZONTAL SCALE: 20
VERTICAL SCALE: 10
VERTICAL EXAGGERATION: 2.0



INTERSTATE ROCK
GENERAL BUILDING & ENGINEERING CONTRACTOR
42 SOUTH 850 WEST, HURRICANE, UT 84737
P: 435.635.2628 | F: 435.635.2177



DESIGNED BY KS
DRAWN BY SZ
CHECKED BY CS

INTERSTATE ROCK PRODUCTS, LLC	WALL SECTION	HURRICANE, UTAH
	KOLOB VIEWS SUBDIVISION	

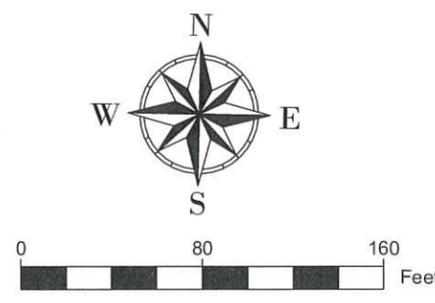
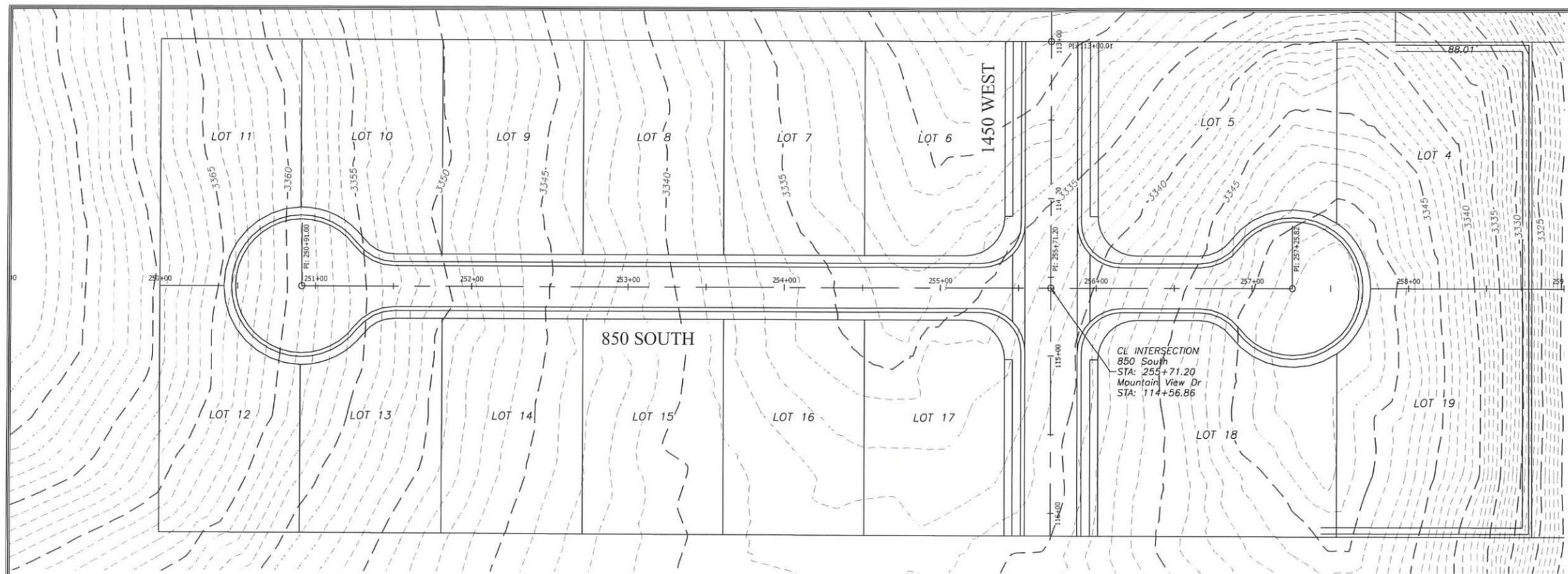
REV.	DATE	DESCRIPTION	BY

811 Know what's below.
Call before you dig.

DATE: 11/08/2023
PROJ. # 3000-1468 PAGE # C5.1

FILE: V:\1 - Engineering\1 - Projects\Interstate Rock Products\3000-1468 Kolob Views Subdivision\2 - Engineering\1 - Design\Grading Phase 2.dwg TIME: 16 January 2024

FILE: V:\1 - Engineering\1 - Projects\Interstate Rock Products\3000-1468 Kolob Views Subdivision\2 - Design\PP 850 South.dwg TIME: 16 January 2024

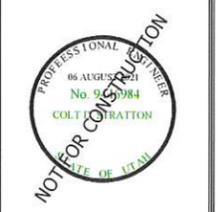


LEGEND

DEFINITION	PROPOSED	EXISTING
PROFILE		
SURFACE LINE		
CONTOUR MAJOR		
CONTOUR MINOR		

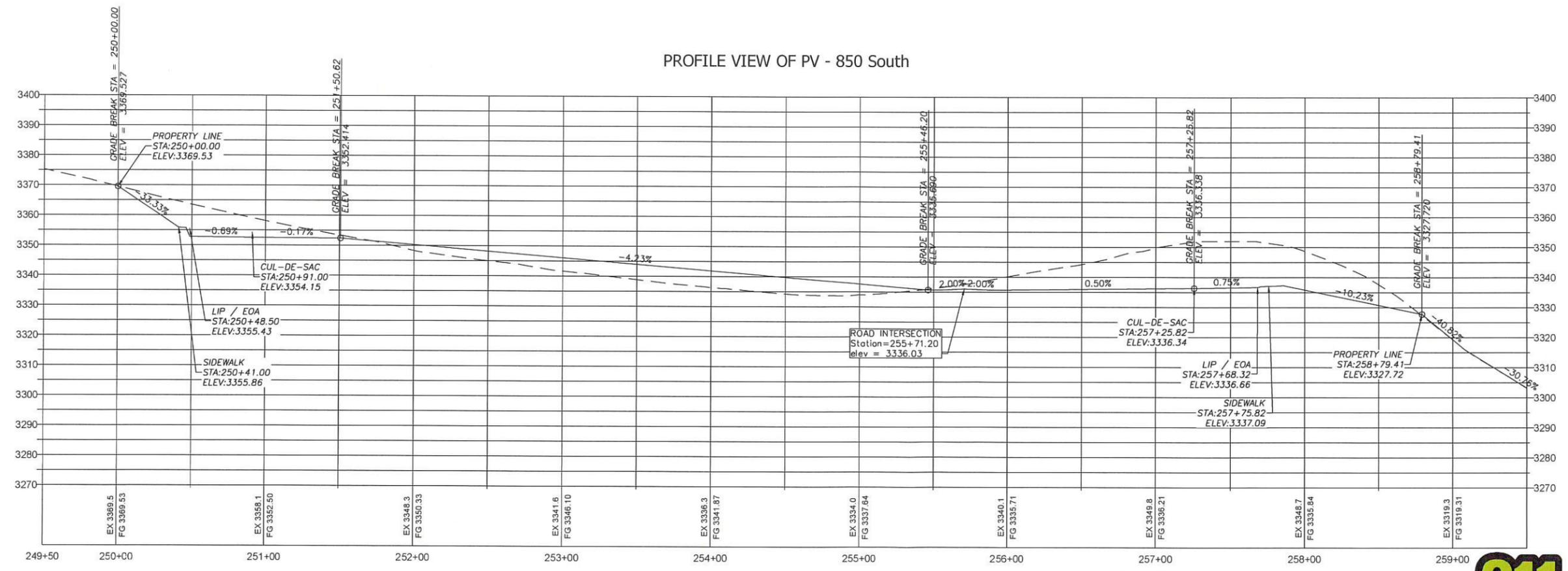
NOTE: CONTOURS 2' & 10'

INTERSTATE ROCK
 GENERAL BUILDING & ENGINEERING CONTRACTOR
 42 SOUTH 850 WEST, HURRICANE, UT 84737
 P: 435-635-2628 | F: 435-635-2177



DESIGNED BY KS
 DRAWN BY ST
 CHECKED BY CS

PROFILE VIEW OF PV - 850 South



HORIZONTAL SCALE: 40
 VERTICAL SCALE: 20
 VERTICAL EXAGGERATION: 2.0

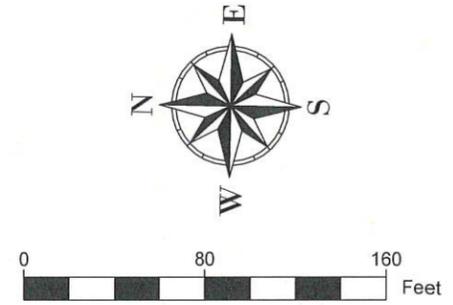
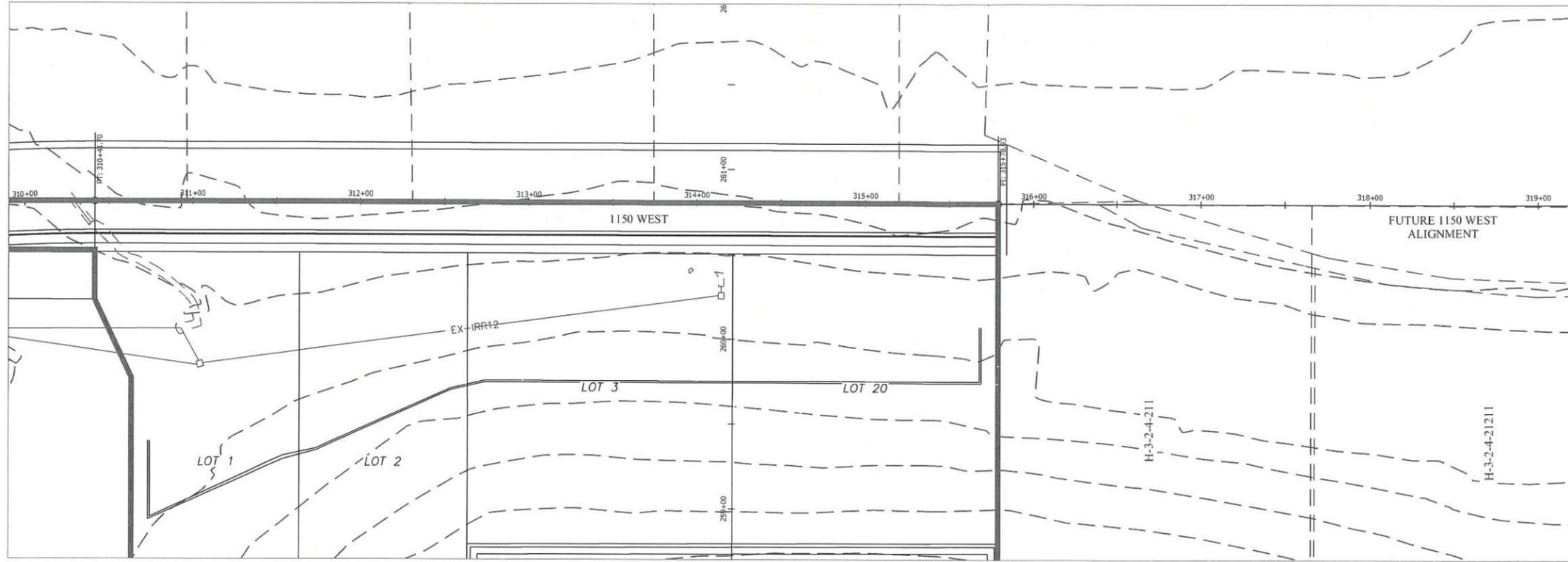


INTERSTATE ROCK PRODUCTS, LLC
 PLAN & PROFILE 850 SOUTH
 KOLOB VIEWS SUBDIVISION
 HURRICANE, UTAH

REV.	DATE	DESCRIPTION	BY

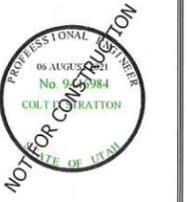
DATE: 11/08/2023
 PROJ. # 3000-1468 PAGE # PP-1

FILE: V:\1 - Engineering\1 - Projects\Interstate Rock Products\3000-1468 Kolob Views Subdivision\2 - Engineering\1 - Design\PP 1150 West.dwg TIME: 16 January 2024



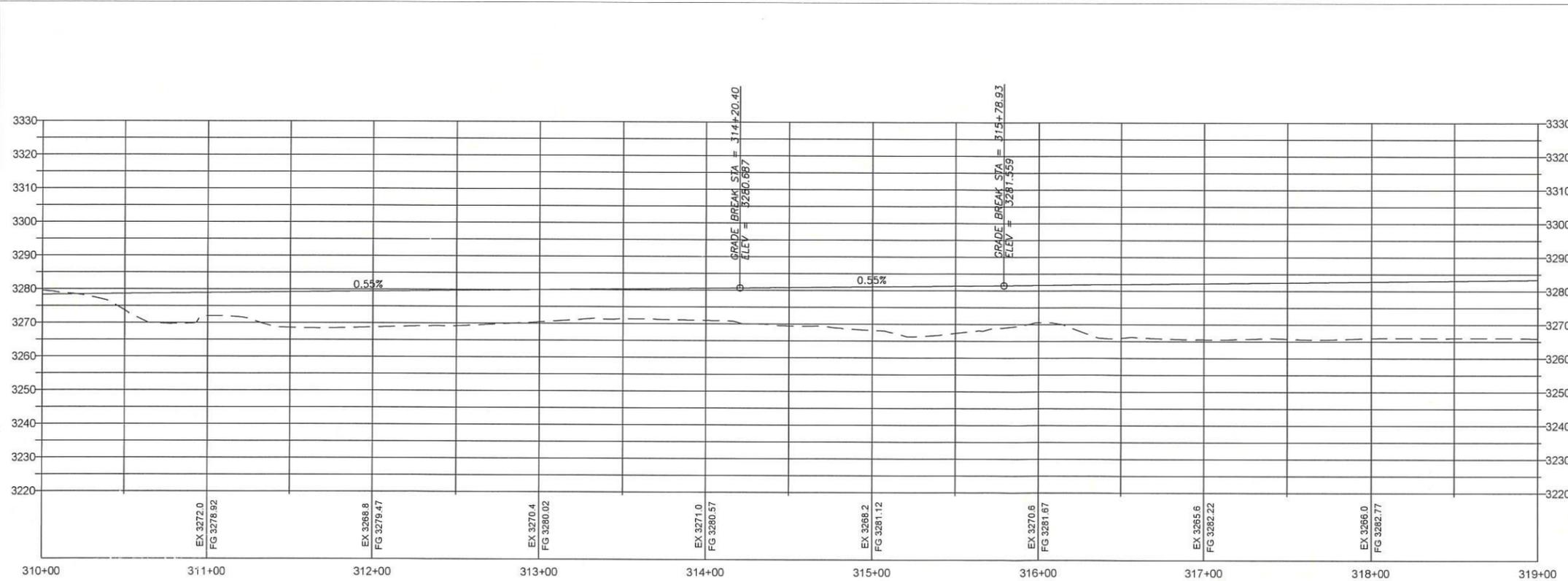
LEGEND		
DEFINITION	PROPOSED	EXISTING
PROFILE		
SURFACE LINE		
CONTOUR MAJOR		
CONTOUR MINOR		

INTERSTATE ROCK
 GENERAL BUILDING & ENGINEERING CONTRACTOR
 42 SOUTH 850 WEST, HURRICANE, UT 84737
 P: 435-635-2628 | F: 435-635-2177



DESIGNED BY KS
 DRAWN BY JS
 CHECKED BY CS

INTERSTATE ROCK PRODUCTS, LLC
 PLAN & PROFILE 1150 WEST
 KOLOB VIEWS SUBDIVISION
 HURRICANE, UTAH



PV - 1150 South - Sta 310+00 to 316+00
 HORIZONTAL SCALE: 40
 VERTICAL SCALE: 20
 VERTICAL EXAGGERATION: 2.0

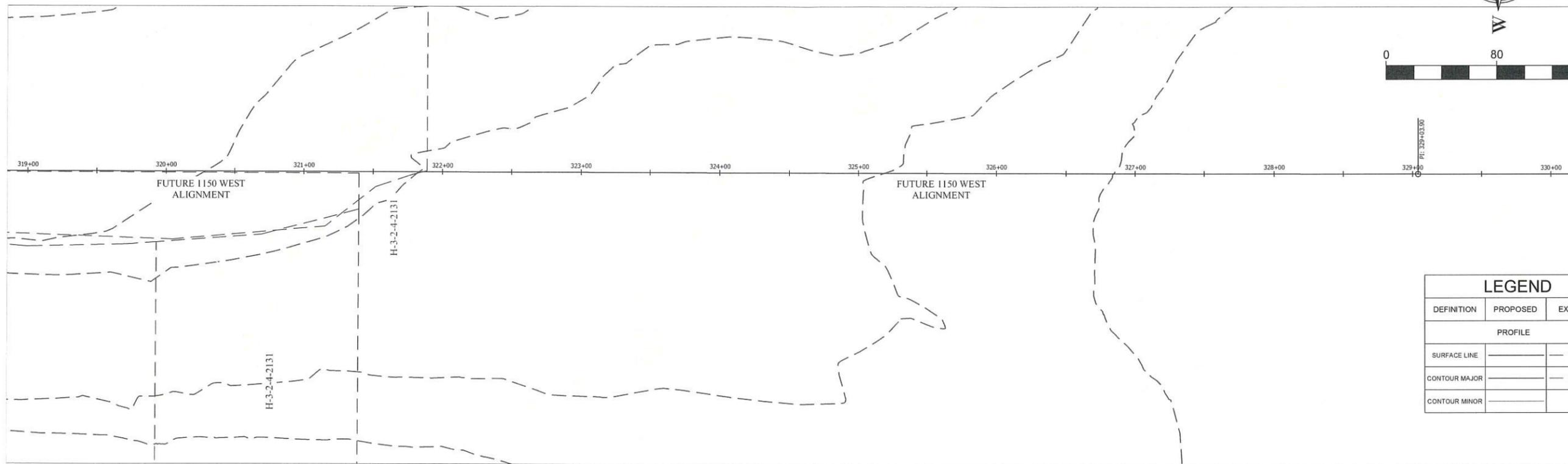


**Know what's below.
 Call before you dig.**

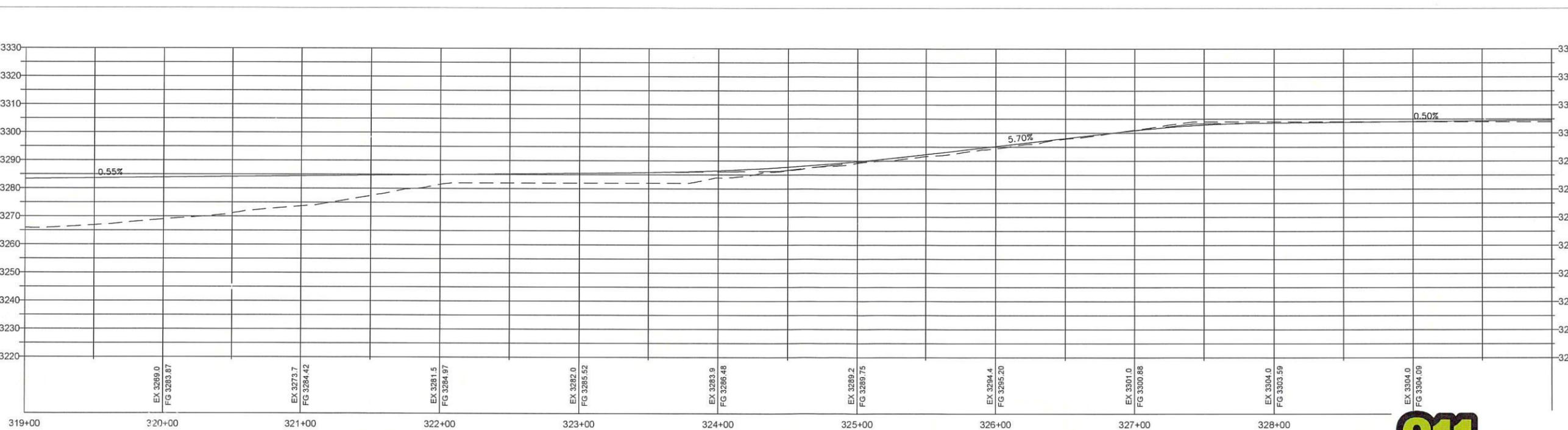
REV.	DATE	DESCRIPTION	BY

DATE: 11/08/2023
 PROJ. # 3000-1468 PAGE # PP-3.1

FILE: V:\1 - Engineering\1 - Projects\Interstate Rock Products\3000-1468 Kolob Views Subdivision\2 - Engineering\1 - Design\PP 1150 West.dwg TIME: 16 January 2024



LEGEND		
DEFINITION	PROPOSED	EXISTING
PROFILE		
SURFACE LINE		
CONTOUR MAJOR		
CONTOUR MINOR		

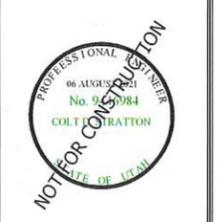


PV - 1150 South - Sta 310+00 to 316+00 (1)
 HORIZONTAL SCALE: 40
 VERTICAL SCALE: 20
 VERTICAL EXAGGERATION: 2.0



Know what's below.
 Call before you dig.

INTERSTATE ROCK
 GENERAL BUILDING & ENGINEERING CONTRACTOR
 42 SOUTH 850 WEST, HURRICANE, UT 84737
 P:435.635.2628 | F:435.635.2177



DESIGNED BY KS
 DRAWN BY SL
 CHECKED BY CS

INTERSTATE ROCK PRODUCTS, LLC
 PLAN & PROFILE 1150 WEST
 KOLOB VIEWS SUBDIVISION
 HURRICANE, UTAH

REV.	DATE	DESCRIPTION	BY

DATE: 11/08/2023
 PROJ. # 3000-1468 PAGE # PP-3.2



STAFF COMMENTS

Consideration and possible approval of **waiving the rental & power fee** for the Hurricane Utah Farmers Market-Annie Spendlove

Discussion:

Hurricane Utah Farmer's Market is a 501(C)(3) group that has held a farmers market at Hurricane City's Community Center for the last three years. Last year, the market moved to 100 West in between the Community Center and the Fine Arts Building, and that is where the group is proposing to hold the market again this year. The group is requesting to be open every Saturday from March to November, excluding Peach Days weekend or other previously scheduled events. The group is asking the Council to waive all fees associated with renting the space and power. They would also like to hang a banner across 100 West advertising the Farmers Market. This banner would stay up March-November.

The Farmers Market has minimal impact on the Recreation staff. The cost to rent the space is \$45 and \$100 for power per event. Hurricane City Code Title 10, Section 48 requires a temporary use permit to be submitted and approved by the Planning Department before the opening of the Farmer's Market. - Cindy Beteag

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

Consideration and possible approval of **waiving the rental and event permit fees** for the Hurricane Valley Lion's Club

Discussion:

The Hurricane Valley Lion's Club would like to hold a swap meet at the Community Center. They are proposing the location to be on 100 West where the road is closed. They are requesting all fees associated with the rental and event permit to be waived. This includes a \$45 rental fee, \$100 power if they want to connect to power, and a \$100 event permit application fee. -Cindy Beteag

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

ZC24-01: Consideration and possible approval of a Zone Change Amendment request located at approximately 700 W and 2350 S from PF, public facility, to M-1, light industrial. This change will affect the west portion of parcel number H-3-2-10-2313. Beau Davis, Applicant. Karl Rasmussen, Agent.

Discussion:

The applicant is seeking a zone change on 0.846 acres on property owned by Hurricane City that is being deeded to the applicant in exchange for road improvements on 2300 S, a bike skills park, and other improvements within the existing drainage area. The City Council discussed and approved the transfer of this property on January 18, 2024. The applicant plans to use the additional space for the storage unit complex being built to the west. The Planning Commission heard this item on February 8, 2024, and unanimously recommended approval of the proposed zone change. - Gary Cupp

Findings:

Recommendation:

Attachments:

1. PLANZC24-01_240131
2. Owner Affidavit
3. 240111 Contract for Deed (with exhibit)
4. Resolution 2023-40 disposal of a portion of H-3-2-10-2313 (v. 2)
5. _ANGEL_HEIGHTS_STORAGE_ZONE_CHANGE-EXISTING_ZONE_CHANGE
6. _ANGEL_HEIGHTS_STORAGE_ZONE_CHANGE-PROPOSED_ZONE_CHANGE
7. _ZONE_CHANGE_LEGAL_DESCRIPTION
8. Elevations
9. Public Comment ZC24-01 Angell Heights Storage
10. ZC24-01 Angell Heights Storage CC Staff Report
11. Ordinance ZC24-01 (Angell Heights Storage)



Application

Application Accepted Date: 01/25/2024

Type of Improvement: Zone Change Application

Description: City is deeding Beau .85 acres of their property.

Tenant / Project Name: Angell Heights Storage

Bldg. Address: 700 West and 2350 S

City: Hurricane City State: UT Zip: 84737

Subdivision: Angell Heights Storage Phase: 1

Block: _____ Lot #: _____ Parcel #: H-3-2-10-2313

Zone: Public Facility

Property Owner: Beau Davis

Permit Contact: Karl Rasmussen P:(435) 680-0816

Email: karl@pv-eng.com

CONTACT INFORMATION

Engineer of Record: Karl Rasmussen

Email: karl@pv-eng.com P: (435) 668-8307

General Contractor: Beau Davis

License #: _____ P: (208) 403-9509

City: _____ State: _____ Zip: _____

Email: beaugdavis@gmail.com

APPLICATION DETAILS

(This area contains a large 'DRAFT' watermark)

Valuation	\$	0.00
PERMIT FEES		
Planning Fee	\$	500.00
Planning Fee	\$	500.00
Sub Total:	\$	500.00
Permit Total:	\$	500.00
Amount Paid:	\$	0.00
Remaining Due:	\$	500.00



APPROVALS	DATE	INFO

Setbacks	Front:	Rear:	Left:	Right:
Min.				
Actual:				

APPLICATION NUMBER: PLANZC24-01

This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I here-by certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury. Maintenance Deposit is refundable after final inspection if: 1) site is kept clean 2) building is NOT occupied prior to final inspection and issuance of Certificate of Occupancy.

Applicant Name: Treasa Anderson

Signature of Applicant/Authorized Agent or Owner: _____ Date: _____

Application Approved By: _____ Date: _____

Application Issued By: _____ Date: _____

Receipt #: 8.175857-01/25/24

CONTRACT FOR DEED IN EXCHANGE FOR INFRASTRUCTURE

This Contract for Deed in Exchange for Infrastructure (“Agreement”) is entered into this 18th day of January, 2024, between Hurricane City, a Utah municipal corporation (the “City”) and B&T Ventures LLC, a Utah limited liability company (“B&T”).

Recitals

- a. B&T owns a parcel of property within Hurricane City identified as parcel number H-3-2-10-232 (the “B&T Parcel”), and B&T is in the process of seeking approval for commercial development on the property.
- b. The City owns a parcel of property adjacent to the B&T Parcel, which is identified as parcel number H-3-2-10-2313 (the “City Parcel”).
- c. The City Parcel currently serves as a drainage basin and open space.
- d. On December 7, 2023, upon application from B&T, the Hurricane City Council approved the disposal of a portion of the City Parcel to B&T upon terms to be reduced to a written agreement and approved by the City Council. *See Resolution 2023-40.*
- e. This Agreement is the document that reduces to terms of the disposal to writing and contemplated by Resolution 2023-40.
- f. The conveyance of a portion of the City’s Parcel is contingent upon B&T making certain improvements, as set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are incorporated herein by reference.
2. B&T agrees to construct the eight categories of improvements set out in Exhibit A, attached hereto. Items 1-7 at Exhibit A (Curb and Gutter, Sidewalk, Asphalt, Road Base and Preparation, Basin Earthwork, Waste and Debris Removal, and Import and Compaction of Pit Run) shall be constructed as part of B&T’s commercial development, and the cost of those improvements shall be included in the typical bonding required for the commercial development.
3. B&T also agrees to construct a Bike Skills Park within the City’s Parcel. The Bike Skills Park shall be designed by a qualified designer and the design and location shall be approved by the City Engineer. The Bike Skills Park shall be completed on or before July 18, 2025. To ensure the Bike Skills Park is completed, B&T shall place \$25,000 in escrow with the City as described in Item 8 of Exhibit A.
4. Upon B&T’s completion of its obligations under this Agreement, the City shall execute and deliver to B&T a quitclaim deed for a portion of the City’s Parcel described as follows:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 10,
TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE &

MERIDIAN; THENCE S88°36'28"E ALONG THE SECTION LINE, 226.93 FEET;
THENCE NORTH 57.85 FEET TO THE POINT OF BEGINNING.

THENCE ALONG THE EAST BOUNDARY LINE OF PARCEL H-3-2-10-232 THE
FOLLOWING 3 COURSES: N16°24'52"E 223.50 FEET; THENCE N21°57'04"E
296.59 FEET; THENCE N06°08'48"E 497.09 FEET; THENCE DEPARTING SAID
BOUNDARY LINE AND RUNNING S88°37'00"E 40.14 FEET; THENCE
S06°08'48"W 505.98 FEET; THENCE S22°38'29"W 520.07 FEET; THENCE
N88°36'52"W 13.00 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 36,850 SQUARE FEET OR 0.846 ACRES.

(referred to here as the "Subject Property").

5. If B&T fails to complete all of its obligations under this Agreement by July 18, 2025, then the City's obligations under this Agreement, including its obligation to deed the Subject Property to B&T, shall be forever and completely terminated, without regard to any partial performance by B&T.
6. In anticipation of fulfilling its obligations under this Agreement, B&T desires to begin construction of its commercial development, including the development of the Subject Property, prior the conveyance of the Subject Property to B&T. The City will allow this development on its property with the limitations of this paragraph. If B&T elects to place improvements on the Subject Property prior to ownership, it does so at its own risk and expense. If B&T's improvements are placed on the Subject Property but ownership of the property is not conveyed to B&T due to B&T's failure to perform, B&T shall have no right or claim to the Subject Property and shall remove any improvements and restore the Subject Property as directed by the City.
7. This Agreement shall not be assigned to any third party.

HURRICANE CITY

B&T VENTURES LLC

By: Nanette Billings
Its: Mayor

By: Beau Davis
Its: Manager

Exhibit A

Angel Heights Basin Proposal

ITEM #	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	C&G	107	LF	\$ 30.00	\$ 3,210.00
2	SIDEWALK	535	SF	\$ 5.50	\$ 2,942.50
3	ASPHALT	1600	SF	\$ 3.50	\$ 5,600.00
4	ROADBASE AND PREP	2242	SF	\$ 3.50	\$ 7,847.00
5	BASIN EARTHWORK	3975	CY	\$ 8.00	\$ 31,800.00
6	WASTE AND DEBRIS REMOVAL	200	CY	\$ 75.00	\$ 15,000.00
7	IMPORT OF PIT RUN - COMPACT	476	CY	\$ 32.40	\$ 15,422.40
8	25,000 ESCROW FOR BIKE SKILLS	1200	SF	\$ 15.00	\$ 25,000.00
	PARK CONSTRUCTION			TOTAL	\$ 106,821.90

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH,
APPROVING THE DISPOSAL OF A PORTION OF PARCEL H-3-2-10-2313**

WHEREAS, Hurricane City Code 1-10 allows the City to dispose of surplus property that is deemed unusable or surplus; and

WHEREAS, Beau Davis, an owner of land adjacent to Parcel Number H-3-2-10-2313, has petitioned the City Council to dispose of approximately 0.85 acres of the parcel as part of Beau Davis's development of Hurricane Heights Storage in exchange for providing certain services and improvements along 2300 South and on the property that shall remain the City's; and

WHEREAS, a portion of Parcel H-3-2-10-2313 is surplus and the services and improvements provided as consideration for the exchange will provide a greater benefit to the public; and

WHEREAS, the City has held a public hearing and provided notice as required in Utah Code 10-8-2 Disposal of Real Property; and

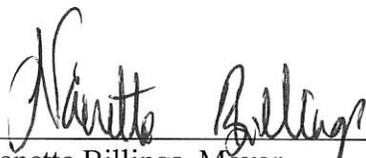
WHEREAS, the proposed disposal has been presented to the Hurricane Joint Utility Committee, and no objections were raised; and

WHEREAS, the disposal will not negatively affect adjacent property owners; and

WHEREAS, the specific terms of the exchange shall be agreed to in a written agreement approved by the City Council prior to any conveyance of the property by the City,

BE IT HEREBY RESOLVED by the City Council of Hurricane, Utah that a portion of Parcel H-3-2-10-2313, as described at Exhibit A attached hereto, be disposed of to Hurricane Heights Storage/Beau Davis; provided, however, that the Mayor is not authorized to convey the property until the terms of the exchange have been confirmed in a written agreement approved by the City Council and executed by both parties.

DATED this 7th day of December 2023



Nanette Billings, Mayor



Attest:

Cindy Beteag
Cindy Beteag, Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 7th day of December 2023. Whereupon a motion to adopt and approve said Resolution was made by David Hirschi and seconded by Doug Heideman. A roll call vote was then taken with the following results:

	Yea	Nay	Abstain	Absent
David Hirschi	X	—	—	—
Kevin Thomas	X	—	—	—
Joseph Prete	X	—	—	—
Dave Sanders	—	—	—	X
Doug Heideman	X	—	—	—

Cindy Beteag
Cindy Beteag

EXHIBITA

LAND SWAP LEGAL DESCRIPTION

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 10, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE & MERIDIAN; THENCE S88°36'28"E ALONG THE SECTION LINE, 226.93 FEET; THENCE NORTH 57.85 FEET TO THE POINT OF BEGINNING.

THENCE ALONG THE EAST BOUNDARY LINE OF PARCEL H-3-2-10-232 THE FOLLOWING 3 COURSES: N16°24'52"E 223.50 FEET; THENCE N21°57'04"E 296.59 FEET; THENCE N06°08'48"E 497.09 FEET; THENCE DEPARTING SAID BOUNDARY LINE AND RUNNING S88°37'00"E 40.14 FEET; THENCE S06°08'48"W 505.98 FEET; THENCE S22°38'29"W 520.07 FEET; THENCE N88°36'52"W 13.00 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 36,850 SQUARE FEET OR 0.846 ACRES.

Closure Report

Closure North Distance: 0.004104

Closure East Distance: 0.000215

Closing Azimuth: 357°00'25"

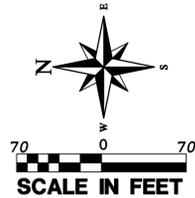
Closure Error Distance: 0.004109

Closure Total Distance: 2096.370

Closure Ratio: 1/510137

EXISTING ZONE CHANGE MAP FOR: ANGELL HEIGHTS STORAGE

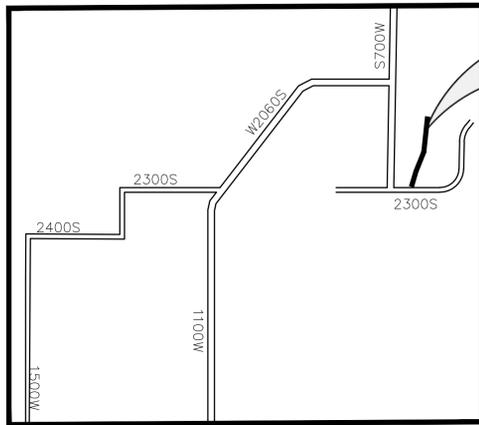
LOCATED IN SECTION 10, T42S, R13W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH



REZONED AREA LEGAL DESCRIPTION

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 10, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE & MERIDIAN; THENCE S88°36'28"E ALONG THE SECTION LINE, 226.93 FEET; THENCE NORTH 57°05' FEET TO THE POINT OF BEGINNING; THENCE ALONG THE EAST BOUNDARY LINE OF PARCEL H-3-2-10-232 THE FOLLOWING 3 COURSES: N16°24'52"E 223.50 FEET; THENCE N21°57'04"E 296.59 FEET; THENCE N06°08'48"E 497.09 FEET; THENCE DEPARTING SAID BOUNDARY LINE AND RUNNING S88°37'00"E 40.14 FEET; THENCE S06°08'48"W 505.98 FEET; THENCE S22°38'29"W 520.07 FEET; THENCE N88°36'52"W 13.00 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 36,850 SQUARE FEET OR 0.846 ACRES.

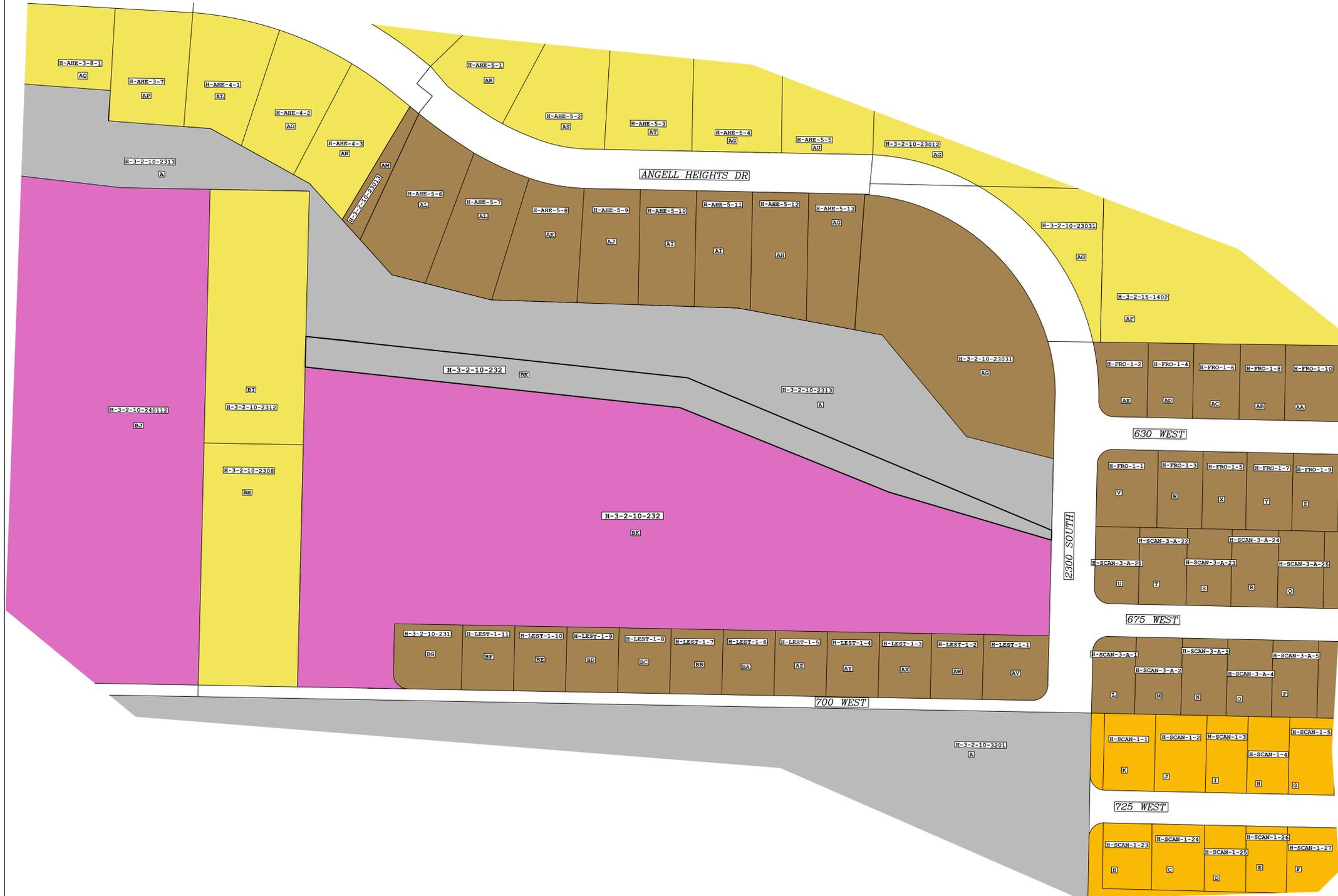


PROJECT
LOCATION

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- M-1: LIGHT INDUSTRIAL
- PF: PUBLIC FACILITY
- R1-6: RESIDENTIAL - 1 UNIT PER 6,000 SQ. FT.
- RM-2: MULTI-FAMILY - 10 UNITS PER ACRE
- R1-15: RESIDENTIAL - 1 UNIT PER 15,000 SQ. FT.

- A: HURRICANE CITY - H-3-2-10-3201, H-3-2-10-2313
- B: MYERS SHARON - H-SCAN-1-23
- C: CHRISTENSEN RODNEY L & KATHYRN M TRS - H-SCAN-1-24
- D: ELLIOTT DAVID E TR - H-SCAN-1-25
- E: GOREE CHRISTOPHER - H-SCAN-1-26
- F: HOUSTON TERA - H-SCAN-1-27
- G: EMISON TODD - H-SCAN-1-5
- H: GRAY BARBARA M TR - H-SCAN-1-4
- I: BAGGALEY ENTERPRISES LLC - H-SCAN-1-3
- J: MG 23 LLC - H-SCAN-1-2
- K: SPELL BILL E & MICHELLE - H-SCAN-1-1
- L: MCCOURT JOSHUA - H-SCAN-3-A-1
- M: SERIKAWA SACHIKO S - H-SCAN-3-A-2
- N: HANSON LYNN ANN TR - H-SCAN-3-A-3
- O: STEPHENS JANICE TR - H-SCAN-3-A-4
- P: HATCH DAN J & DONNA J - H-SCAN-3-A-5
- Q: RICHARDS GARY T & RITA C - H-SCAN-3-A-25
- R: MULLEN JAMES M & MARY O - H-SCAN-3-A-24
- S: HOLLAND HOLDINGS LLC - H-SCAN-3-A-23
- T: GODWIN WALTER LOUIS - H-SCAN-3-A-22
- U: KEELE BONNIE P TR - H-SCAN-3-A-21
- V: BERKNER RUTH - H-FRO-1-1
- W: DICK JOHN R TR - H-FRO-1-3
- X: RICHARDSON SUSAN M - H-FRO-1-5
- Y: BAKER TYLER C - H-FRO-1-7
- Z: WELLS ROGER & SUSAN S TRS - H-FRO-1-9
- AA: CASA COLIBRI LLC - H-FRO-1-10
- AB: DIXON MERRILL V & MARGARET - H-FRO-1-8
- AC: BEHEN TIMOTHY & DENISE TRS - H-FRO-1-6
- AD: GRIFFITH JASON MICHAEL - H-FRO-1-4
- AE: GREEN WESLEY & EMILEE - H-FRO-1-2
- AF: JESSOP LOYD Y & LINDA R TRS - H-3-2-15-1402
- AG: IVERSON JULIE TR - H-3-2-10-23031, H-3-2-10-23012, H-AHE-5-13, H-AHE-5-4
- AH: GIDC LLC - H-AHE-5-12
- AI: VIKING PROPERTIES LLC - H-AHE-5-11, H-AHE-5-10
- AJ: SPENDLOVE LOREN - H-AHE-5-9
- AK: SAPP MARYANN - H-AHE-5-8
- AL: SCHOLZEN JEREMY & LAURIE - H-AHE-5-7, H-AHE-5-6, H-AHE-4-1
- AM: DENNETT BRETT A - H-3-2-10-23013
- AN: DENNETT BRETT A & SHEILEE - H-AHE-4-3
- AO: CERTONIO TONY & LISA TRS - H-AHE-4-2
- AP: GODFREY WESLEY & CHRISTINE - H-AHE-3-7
- AQ: PROTHERO RONALD DAVID - H-AHE-3-8-1
- AR: HUMPHRIES CRAIG A & GAYLEEN - H-AHE-5-1
- AS: THORNTON RUSSELL - H-AHE-5-2
- AT: OLSEN CODY - H-AHE-5-3
- AU: RICH BENSON B - H-AHE-5-5
- AV: SCHULTZ RYAN D - H-LEST-1-1
- AW: MAYNARD ROBERT B TRUSTEES - H-LEST-1-2
- AX: GILES MCKENZIE - H-LEST-1-3
- AY: BEAN GEOFFREY D - H-LEST-1-4
- AZ: STOUT RICK - H-LEST-1-5
- BA: PAYNE ACRES III LLC - H-LEST-1-6
- BB: LINDQUIST TAMARA - H-LEST-1-7
- BC: BONO CARRIE MICHELE - H-LEST-1-8
- BD: DUKE BRENT M & LINDA R - H-LEST-1-9
- BE: BLESSING BRIAN C - H-LEST-1-10
- BF: BRUTON KRISTEN M & JOSHUA M - H-LEST-1-11
- BG: MARBERY JESSICA - H-3-2-10-231
- BH: BEARD PROPERTIES LLC - H-3-2-10-2308
- BI: WEBB WALTER R & RACHEL L - H-3-2-10-2312
- BJ: FROG HOLLOW LLC - H-3-2-10-240112
- BK: B&T VENTURES LLC - H-3-2-10-232



NO	REVISIONS	DESCRIPTION	DATE	BY

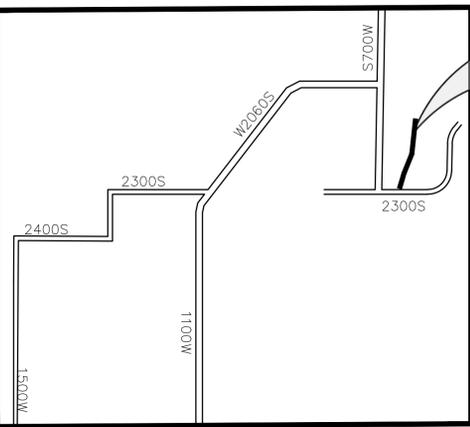
PROVALUE ENGINEERING, INC.
ENGINEERS - LAND SURVEYORS - LAND PLANNERS
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: 435-668-9307

EXISTING ZONE CHANGE MAP FOR:
ANGELL HEIGHTS STORAGE
LOCATED IN SECTION 10, T42S, R13W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

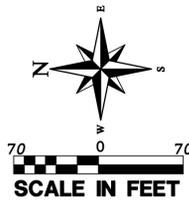
DATE	1/25/2024
SCALE	1"=70'
JOB NO	300-007
SHEET NO.	1 OF 2

PROPOSED ZONE CHANGE MAP FOR: ANGELL HEIGHTS STORAGE

LOCATED IN SECTION 10, T42S, R13W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH



PROJECT
LOCATION



REZONED AREA LEGAL DESCRIPTION

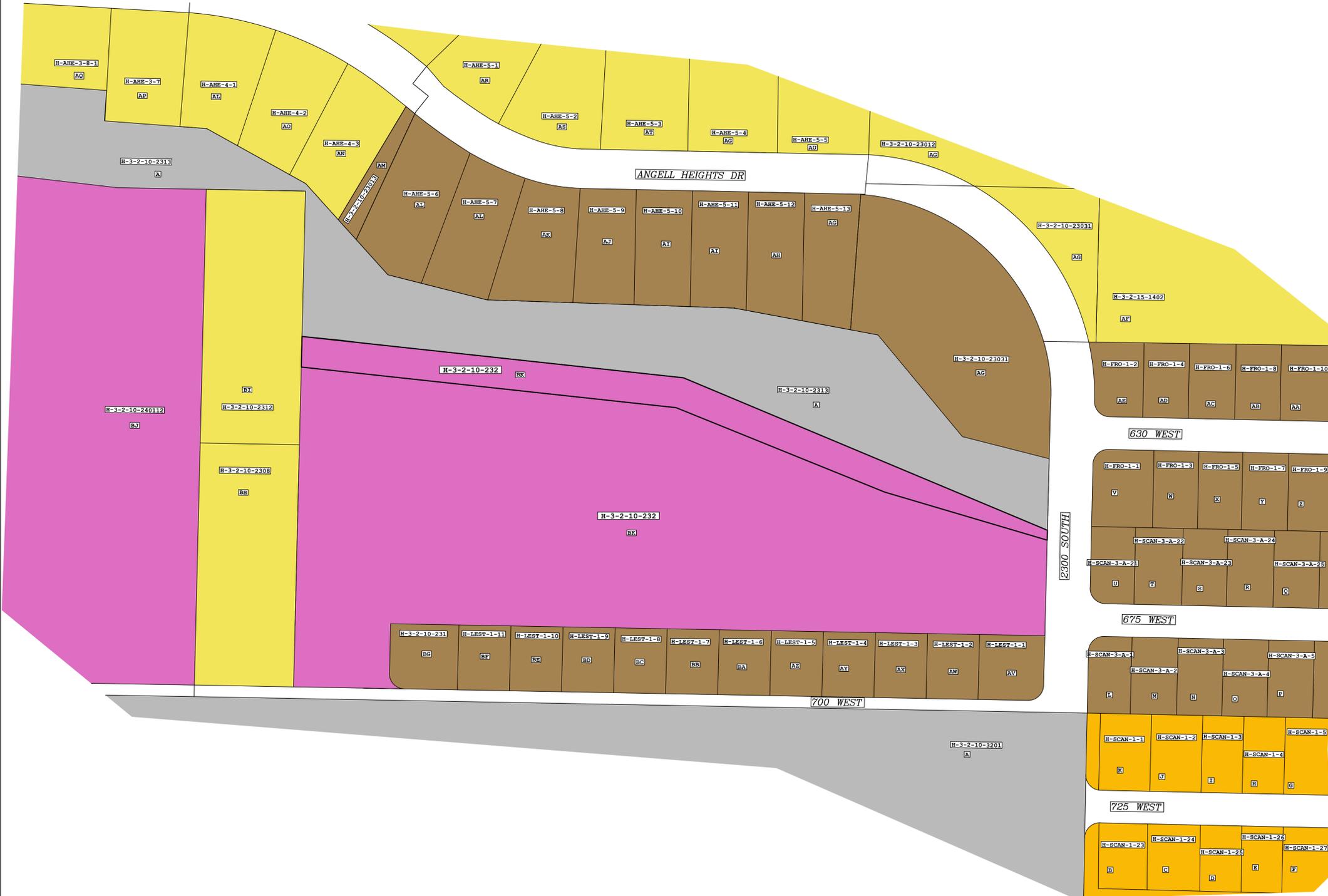
COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 10, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE & MERIDIAN; THENCE S88°36'28"E ALONG THE SECTION LINE, 226.93 FEET; THENCE NORTH 57°55' FEET TO THE POINT OF BEGINNING; THENCE ALONG THE EAST BOUNDARY LINE OF PARCEL H-3-2-10-232 THE FOLLOWING 3 COURSES: N16°24'52"E 223.50 FEET; THENCE N21°57'04"E 296.59 FEET; THENCE N06°08'48"E 497.09 FEET; THENCE DEPARTING SAID BOUNDARY LINE AND RUNNING S88°37'00"E 40.14 FEET; THENCE S06°08'48"W 505.98 FEET; THENCE S22°38'29"W 520.07 FEET; THENCE N88°36'52"W 13.00 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 36,850 SQUARE FEET OR 0.846 ACRES.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- M-1: LIGHT INDUSTRIAL
- PF: PUBLIC FACILITY
- R1-6: RESIDENTIAL - 1 UNIT PER 6,000 SQ. FT.
- RM-2: MULTI-FAMILY - 10 UNITS PER ACRE
- R1-15: RESIDENTIAL - 1 UNIT PER 15,000 SQ. FT.

- A: HURRICANE CITY - H-3-2-10-3201, H-3-2-10-2313
- B: MYERS SHARON - H-SCAN-1-23
- C: CHRISTENSEN RODNEY L & KATHYRN M TRS - H-SCAN-1-24
- D: ELLIOTT DAVID E TR - H-SCAN-1-25
- E: GOREE CHRISTOPHER - H-SCAN-1-26
- F: HOUSTON TERA - H-SCAN-1-27
- G: EMISON TODD - H-SCAN-1-5
- H: GRAY BARBARA M TR - H-SCAN-1-4
- I: BAGGALEY ENTERPRISES LLC - H-SCAN-1-3
- J: MG 23 LLC - H-SCAN-1-2
- K: SPELL BILL E & MICHELLE - H-SCAN-1-1
- L: MCCOURT JOSHUA - H-SCAN-3-A-1
- M: SERIKAWA SACHIKO S - H-SCAN-3-A-2
- N: HANSON LYNN ANN TR - H-SCAN-3-A-3
- O: STEPHENS JANICE TR - H-SCAN-3-A-4
- P: HATCH DAN J & DONNA J - H-SCAN-3-A-5
- Q: RICHARDS GARY T & RITA C - H-SCAN-3-A-25
- R: MULLEN JAMES M & MARY O - H-SCAN-3-A-24
- S: HOLLAND HOLDINGS LLC - H-SCAN-3-A-23
- T: GODWIN WALTER LOUIS - H-SCAN-3-A-22
- U: KEELE BONNIE P TR - H-SCAN-3-A-21
- V: BERKNER RUTH - H-FRO-1-1
- W: DICK JOHN R TR - H-FRO-1-3
- X: RICHARDSON SUSAN M - H-FRO-1-5
- Y: BAKER TYLER C - H-FRO-1-7
- Z: WELLS ROGER & SUSAN S TRS - H-FRO-1-9
- AA: CASA COLIBRI LLC - H-FRO-1-10
- AB: DIXON MERRILL V & MARGARET - H-FRO-1-8
- AC: BEHEN TIMOTHY & DENISE TRS - H-FRO-1-6
- AD: GRIFFITH JASON MICHAEL - H-FRO-1-4
- AE: GREEN WESLEY & EMILEE - H-FRO-1-2
- AF: JESSOP LOYD Y & LINDA R TRS - H-3-2-15-1402
- AG: IVERSON JULIE TR - H-3-2-10-23031, H-3-2-10-23012, H-AHE-5-13, H-AHE-5-4
- AH: GIDC LLC - H-AHE-5-12
- AI: VIKING PROPERTIES LLC - H-AHE-5-11, H-AHE-5-10
- AJ: SPENDLOVE LOREN - H-AHE-5-9
- AK: SAPP MARYANN - H-AHE-5-8
- AL: SCHOLZEN JEREMY & LAURIE - H-AHE-5-7, H-AHE-5-6, H-AHE-4-1
- AM: DENNETT BRETT A - H-3-2-10-23013
- AN: DENNETT BRETT A & SHEILEE - H-AHE-4-3
- AO: CERTONIO TONY & LISA TRS - H-AHE-4-2
- AP: GODFREY WESLEY & CHRISTINE - H-AHE-3-7
- AQ: PROTHERO RONALD DAVID - H-AHE-3-8-1
- AR: HUMPHRIES CRAIG A & GAYLEEN - H-AHE-5-1
- AS: THORNTON RUSSELL - H-AHE-5-2
- AT: OLSEN CODY - H-AHE-5-3
- AU: RICH BENSON B - H-AHE-5-5
- AV: SCHULTZ RYAN D - H-LEST-1-1
- AW: MAYNARD ROBERT B TRUSTEES - H-LEST-1-2
- AX: GILES MCKENZIE - H-LEST-1-3
- AY: BEAN GEOFFREY D - H-LEST-1-4
- AZ: STOUT RICK - H-LEST-1-5
- BA: PAYNE ACRES III LLC - H-LEST-1-6
- BB: LINDQUIST TAMARA - H-LEST-1-7
- BC: BONO CARRIE MICHELE - H-LEST-1-8
- BD: DUKE BRENT M & LINDA R - H-LEST-1-9
- BE: BLESSING BRIAN C - H-LEST-1-10
- BF: BRUTON KRISTEN M & JOSHUA M - H-LEST-1-11
- BG: MARBERY JESSICA - H-3-2-10-231
- BH: BEARD PROPERTIES LLC - H-3-2-10-2308
- BI: WEBB WALTER R & RACHEL L - H-3-2-10-2312
- BJ: FROG HOLLOW LLC - H-3-2-10-240112
- BK: B&T VENTURES LLC - H-3-2-10-232



NO	REVISIONS	DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.
ENGINEERS - LAND SURVEYORS - LAND PLANNERS
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: 435-668-9307

PROPOSED ZONE CHANGE MAP FOR:
ANGELL HEIGHTS STORAGE
LOCATED IN SECTION 10, T42S, R13W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

DATE	1/25/2024
SCALE	1"=70'
JOB NO	300-007
SHEET NO.	2 OF 2

300-007 ANGELL HEIGHTS STORAGE ZONE CHANGE DWG COPYRIGHT © 2023 PROVALUE ENGINEERING INC.

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 10, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE & MERIDIAN; THENCE S88°36'28"E ALONG THE SECTION LINE, 226.93 FEET; THENCE NORTH 57.85 FEET TO THE POINT OF BEGINNING.

THENCE ALONG THE EAST BOUNDARY LINE OF PARCEL H-3-2-10-232 THE FOLLOWING 3 COURSES: N16°24'52"E 223.50 FEET; THENCE N21°57'04"E 296.59 FEET; THENCE N06°08'48"E 497.09 FEET; THENCE DEPARTING SAID BOUNDARY LINE AND RUNNING S88°37'00"E 40.14 FEET; THENCE S06°08'48"W 505.98 FEET; THENCE S22°38'29"W 520.07 FEET; THENCE N88°36'52"W 13.00 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 36,850 SQUARE FEET OR 0.846 ACRES.

THIS PARCEL/LEGAL DESCRIPTION IS PART OF PARENT PARCEL H-3-2-10-2313

40 ft High Cube



Weight:
8750 lbs

Interior:
Length: 39' 4"
Width: 7' 7"
Height: 8' 9"

Door Opening:
Width: 7' 8"
Height: 8' 5"

Jepsen
409 W 2080 S
Hurricane, UT 84737

February 3, 2024

To Whom it May Concern:

On Friday, February 2, 2024, we received notice of a proposed zone change in our neighborhood. Because of the short notice - only 12 days prior to the meeting - we are unable to adjust work schedules to attend the February 14 meeting. Please understand this topic is very important to us, but unfortunately, we are reduced to sending a letter.

We DO NOT support a zone change for parcel number H-3-2-10-2313 from PF to M-1. This land sits below our Angell Heights neighborhood and directly behind many *people's homes*. It is unreasonable to believe anyone wants to look out their window and see light industrial. This proposed change will reduce the value of the homes we live in and have worked so hard for, but even more significantly, it will forever change the views out our windows and the landscape of our neighborhood. A park, however, would be a welcome alternative for our neighborhood, especially in response to the light industrial (Frog Hollow Storage) we already see when we look out our windows and walk out of our homes. We *plead* that this parcel of land remain PF.

We do not live in a high-density city that necessitates this land be light industrial. There is other land zoned for light industrial. This zone change is unreasonable to every homeowner within sight of parcel number H-3-2-10-2313. If an individual bought or inherited the land in question, perhaps it falls under the column of an unfortunate investment, or inheritance. We plead that in this case, the city support the dozens of already established homeowners and not the individual. We ask you to please deny this re-zoning request.

We understand that as homeowners we are virtually powerless to stop the re-zoning of this land. For this reason, we respectfully ask that the Hurricane City Council we elected please consider the many families that will be affected by light industrial in our neighborhood and *plead* with you to deny this proposed zone change.

Sincerely,

Nick Jepsen



Emily Jepsen





STAFF COMMENTS

Agenda Date:	02/15/2024
Application Number:	ZC24-01
Type of Application:	Zone Change
Action Type:	Legislative
Applicant:	Beau Davis
Agent:	Karl Rasmussen
Request:	A Zone Change Request from Public Facilities (PF) to Light Industrial (M-1)
Location:	Approximately 700 W 2350 S
Zoning:	Public Facilities (PF)
General Plan Map:	Public

Discussion:

The applicant is seeking a zone change on 0.846 acres on property owned by Hurricane City that is being deeded to the applicant in exchange for road improvements on 2300 S, a bike skills park, and other improvements within the existing drainage area. The City Council discussed and approved the transfer of this property on January 18, 2024. The applicant plans to use the additional space for the storage unit complex being built to the west. The Planning Commission heard this item on February 8, 2024, and unanimously recommended approval of the proposed zone change.



Location is approximate

	Zoning	Adjacent Land Use
North	R1-15, M-1	Single Family residential and storage units
East	PF, R1-6, R1-15	Open Space and single family lots (largely unbuilt)
South	R1-6	Single family homes
West	M-1, PF	Planned storage units, Hurricane Airport

The following approval standards of the Hurricane City Code (HCC) must be considered for approval of a zone change application:

HCC Section 10-7-7(E) - Approval Standards:

1. Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies?

Response: The [General Plan Map](#) shows this area as Public Use, which recommends:

Uses including municipal services, public or private schools and campuses, playing fields, recreational facilities and similar public facilities.

This zone change is not strictly consistent with the General Plan Map since light industrial is not a public use; however, this zone change will further the goals of the General Plan by providing for enhanced public use of the City's remaining property to the east. Thus, the proposal is not deemed to create a substantial conflict with the General Plan.

2. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity?

Response: This property will be used for an extension of an already-approved storage unit complex and will be harmonious and consistent with the existing development in the vicinity.

3. Will the proposed amendment adversely affect the adjacent property?

Response: The impact of any additional storage units on this 0.85 acres of property will most likely be minimal. The impact of roadway and open space improvements in the existing City property will most likely be overall beneficial to the area.

4. Are public facilities and services adequate to serve the subject property?

Response: All utilities are available and will be brought in to serve the Angell Heights storage development. This expansion will require minimal changes to the utility plans.

JUC Comments

1. If approved, updated construction drawings for Angell Heights storage will need to be provided.

Findings:

Staff makes the following findings:

1. The proposed amendment is not strictly consistent with the General Plan Map, but this zone change will further the goals of the General Plan in that it will provide for enhanced public use of the City's remaining property to the east. Thus, the proposal is not deemed to create a substantial conflict with the General Plan.
2. The proposed amendment is generally in harmony with the overall character of the existing and approved development in the area.
3. The proposed amendment will have a largely beneficial impact on the adjacent property.
4. Public services and facilities are currently adequate for the development.
- 5.

Recommendation: Staff recommends the City Council review this application based on City standards, and also that public comments on the project be considered. The application meets the four considerations for a zone change as required by City code; therefore, staff recommends approval of the proposed zone change subject to staff and JUC comments.

ORDINANCE NO ZC24-01

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE FOR PARCEL H-3-2-10-2313 FROM PUBLIC FACILITY (PF), LIGHT INDUSTRIAL (M-1)

WHEREAS, Utah Code 10-9a allows Cities to regulate land use within their boundaries; and

WHEREAS, the proposed amendment is generally compatible with the current General Plan; and

WHEREAS, the proposed amendment is generally in harmony with the overall character of the proposed surrounding development; and

WHEREAS, the proposal will not have an adverse impact on the surrounding area; and

WHEREAS, there are adequate facilities to support the proposed zone change; and

WHEREAS, the Planning Commission gave a positive recommendation on the proposed zone change.

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF HURRICANE CITY THAT:

That parcel H-3-2-10-2313 from Public Facility (PF) to Light Industrial (M-1)

PASSED AND APPROVED on this 15th day of February 2024.

Hurricane City

Nanette Billings, Mayor

Attest:

Cindy Beteag, City Recorder

The foregoing Ordinance was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 4th day of January 2024. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

	Yea	Nay	Abstain	Absent
Joseph Prete	___	___	___	___
Drew Ellerman	___	___	___	___
David Hirschi	___	___	___	___
Kevin Thomas	___	___	___	___
Clark Fawcett	___	___	___	___

Cindy Beteag, City Recorder

EXHIBIT A
ZONING MAP



STAFF COMMENTS

Discussion and possible approval of **prioritizing the 1100 West** corridor project.

Discussion:

Summary prepared by Dayton Hall on 2/9/2024.

This item relates to the 4 pm work meeting regarding roadway priorities. This item is a result of discussions held between the City and 1100 West property owners regarding acquiring land along the 1100 West corridor between 2300 South and 3000 South. The most recent meeting was held on February 5, 2024, which was attended by most of the affected landowners, the Utah Property Rights Ombudsman, Mayor Billings, Councilman Fawcett, Councilman Ellerman, and City staff. A common concern voiced by the landowners was that the City was acquiring land to build power lines to the south end of the City, which would allow for more development and more traffic, but the City was not improving the existing 1100 West roadway to accommodate the increased traffic. Safety concerns due to the lack of walkable shoulders were raised, and it was pointed out that new development being built on the south end of the City could only be accessed off of 1100 West or the Southern Parkway. A common sentiment was that the owners would be more willing to sell land to the City if the City was willing to make it a priority to improve the existing 1100 West road (whether they be partial improvements or full improvements). The voluntary selling of property by this group of landowners will be very beneficial to the City in moving forward with its power capacity extension project that is underway, which the City has contractually committed to complete to extend power to 8 preliminarily platted subdivisions on the south end of the City. On the other hand, 1100 West is not the only roadway in the City that needs improvement, so the Council needs to balance the benefits of committing to improve 1100 West with other potential projects that may be a higher priority.

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

Consideration and possible **approval of the scope of work for the planned AWOS project** at the Hurricane City Airport-Mike Vercimak

Discussion:

Mayor and City Council,

This memo is being written to give background on the AWOS project that is seeking permission to move ahead on the City Council agenda for February 15, 2024.

This project has been our CIP plan with the FAA and is now up for engineering and construction. I have attached a copy of the "Scope of Work" to be provided by Jviation, Inc, in conjunction with the engineering and installation of the project. Both the FAA and UDOT Aeronautics division have approved the plan. After the Scope of Work is approved, the next step will be to enter into a contract with Jviation, Inc. to do the design and construction management for the AWOS project.

We are asking that the City Council approve the scope of work to move forward to the engineering stage.

Mike Vercimak
Director of Public Works

Findings:

Recommendation:

Attachments:

1. 2024 AWOS Scope of Work

SCOPE OF WORK FOR HURRICANE CITY MUNICIPAL AIRPORT Hurricane, Utah AIP Project No. 3-49-0012-012-2024 Install AWOS

This is an Appendix attached to, made a part of, and incorporated by reference with the Professional Services Agreement dated December 23, 2020, between Hurricane City and Jviation, a Woolpert Company, for providing professional services. For the remainder of this scope the Hurricane City Municipal Airport is indicated as “Sponsor” and Jviation, a Woolpert Company, is indicated as “Engineer.” The construction budget for this project is approximately \$300,000.00. This construction budget does not include administrative, legal, or professional fees.

This project shall consist of preparing Construction Plans, Contract Documents, Technical Specifications, and Engineer’s Design Report, along with Bidding, Construction Administration, Post-Construction Coordination, and On-Site Construction Coordination for the Install AWOS Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.



DESCRIPTION

An AWOS-III P/T System will be installed west of Runway 1/19, as shown on the current 1L8 ALP. Installation will consist of weather equipment foundation construction, power installation to the site, and equipment setup and calibration/certification.

Weather plays an important part in the takeoff or landing of all forms of aircraft. An AWOS III P/T automatically measures meteorological parameters, reduces and analyzes the data via computer, and broadcasts weather reports which can be received by aircraft operating up to 10,000 feet above ground level and 25 nautical miles (nm) from the AWOS. This local weather information does not currently exist at Hurricane, a remote, uncontrolled airport. With local current and certified weather conditions provided by the AWOS III P/T, pilots will be able to prepare for departure or arrival more accurately at Hurricane, increasing safety. The AWOS III P/T will assist in regional emergency needs, including medical, firefighting and search/rescue needs.

AWOS III P/T includes typical equipment/sensors (e.g., altimeter, wind (speed/direction/gust/variable direction), temperature, dew point, density altitude, visibility, variable visibility, precipitation accumulation, cloud height and sky condition), a “present weather” sensor (P) and “thunderstorm/lightning” sensor (T) will be included.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes; 1) Preliminary Design Phase, 2) Design Phase, 3) Bidding Phase, and Reimbursable Costs During Design, and Bidding and **Part B-Special Services**, which includes; 4) Construction Administration Phase, 5) Post-Construction Coordination Phase, and 6) On-Site Construction Coordination Phase or Field Engineering and Reimbursable Costs During Construction. Additional services that will be completed by subconsultants to the Engineer, including the environmental survey and reports and quality assurance testing during construction, will also be included under **Part B-Special Services**. Parts A and B and the six phases are described in more detail below.

PART A - BASIC SERVICES consists of the Preliminary Design Phase, Design Phase, and Bidding Phase, all invoiced on a lump sum basis.

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the Sponsor and FAA. Meetings with the Sponsor and the FAA will take place to determine critical project dates, establish the proposed design schedule and AIP development schedule, review environmental component(s), and determine the feasibility of the proposed project. Various meetings during the design phase will also be conducted to review the progress of the design, discuss construction details and proposed time frame of construction, and identify any special requirements for the project. It is anticipated that there will be up to two meetings with the Sponsor and/or the FAA throughout the course of the design.

1.02 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

1.03 Prepare Preliminary Cost Estimating. This task includes creating a preliminary construction rough order of magnitude (ROM) cost estimate, a preliminary working days estimate, a preliminary overall project schedule, and a preliminary overall project budget. The preliminary construction ROM cost estimate will be based upon the most current information available at the time of preparation. Work to refine these estimates is included under Task 2.10.

1.04 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of the design. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- The Engineer will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Submit for acceptance and maintain, a design schedule detailing the scheduled performance of the work.
- Create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

1.05 Review Existing Documents. The Engineer will gather and review existing available documentation that may be relevant to the project, including, but not limited to, record drawings (as-builts), design reports, final reports, utility reports/maps and previous surveys. The Engineer may use relevant information from this review to coordinate the design and topographical survey for the project.

1.06 Prepare Federal Grant Application. This task consists of preparing the federal grant application. The application will be submitted during the initial portion of the project. Preparation of the application includes the following:

- Prepare Federal 424 form.
- Prepare Federal Form 5100 – II thru IV.
- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.
- Project sketch (8.5" x 11").
- Include preliminary cost estimate.
- Include the existing Exhibit "A" Property Map.
- Include the Sponsor's certifications.
- Attach the current grant assurances.
- Include DOT Title VI assurances.
- Include certification for contract, grants and cooperative agreements.
- Include Title VI pre-award checklist.
- Include current FAA advisory circulars required for use in AIP funded projects.

The Engineer shall submit the grant application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor or Engineer shall forward a copy of the signed application to the FAA for further processing.

1.07 Prepare Environmental Documentation. The FAA has determined that a Categorical Exclusion (CATEX) applies to the project according to FAA orders 1050.1F and 5050.4B. The Engineer shall complete a documented CATEX following current FAA guidance and address potential environmental effects resulting from the proposed project. An overall environmental exhibit will be created as part of this scope of work, approved by the FAA, and referenced throughout the project.

1.08 Update Disadvantaged Business Enterprise Goals. The Sponsor has an established Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. In order to be in compliance with 49 CFR Part 26, the goals for fiscal years 2024 through 2026 will be established based on the planned projects. The Engineer shall assist the Sponsor with this task. The Engineer will research the current state highway certified DBE listings and local area contractors to determine the availability of potential DBE contractors. The Engineer will prepare preliminary construction cost estimates and establish potential DBE work tasks. The Engineer will finalize the DBE goal work sheets for the Sponsor for submittal to the FAA Civil Rights Office for approval. Preparation of the amended DBE program will include the following tasks:

- Prepare preliminary program with Sponsor specific information.
- Compile additional information from Sponsor to finalize program.
- Revise program after Sponsor review.
- Submit program to FAA/Civil Rights Office (CRO); revise per CRO review.
- Resubmit Program to CRO for final approval.
- Calculate base figure for DBE goal.
- Adjust base figure for DBE goal.
- Calculate Race Neutral and Race Conscious DBE goals.
- Consultation and Publication for DBE goals.
- Submit DBE goal to CRO.
- Revise DBE goals after Sponsor and FAA review.

TASK 1 DELIVERABLES	TO FAA/STATE	TO SPONSOR
1.01 Meeting Agendas, AIP Development Schedule and Meeting Minutes from Pre-Design Meeting	✓	✓
1.02 Scope of Work and Draft Contract for the Sponsor		✓
1.03 Preliminary Cost Estimate	✓	✓
1.04 Design Schedule, PSR, and Monthly Invoicing	✓	✓
1.06 Federal Grant Application	✓	✓
1.07 Environmental Documentation	✓	✓
1.08 Updated DBE Goals	✓	✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Pre-Design Meeting	<ul style="list-style-type: none"> • Hurricane, UT – One (1) Office Manager, one (1) Project Manager, and one (1) Senior Consultant – Assume one (1) hour via teleconference (1 meeting)
1.02 Prepare Project Scope of Work and Contract	<ul style="list-style-type: none"> • Hurricane, UT – One (1) Project Manager – Assume one (1) hour via teleconference (1 meeting)

2.0 Design Phase

2.01 Design Site Visit. This task will include a site visit to inventory and inspect the existing site conditions and the work to be completed as part of the project.

2.02 Prepare Preliminary Contract Documents. This task includes preparing the Preliminary Contract Documents, including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Disadvantaged Business Utilization Commitment, DBE Participation Form, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Certification Statement Regarding Undocumented Individuals, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor’s Settlement, General Provisions, FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*, and Wage Rates. The wage rates will be updated at the time of advertisement to reflect the most current wage rates available. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents, and covered under separate tasks below, are the Construction Safety and Phasing Plan, Technical Specifications, and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

2.03 Prepare Construction Safety and Phasing Plan (CSPP). This task includes meeting with the Sponsor to discuss the current operations of the airport to assist in determining how the proposed construction phasing of the project will affect these operations. From these meetings, a complete Construction Safety and Phasing Plan (CSPP) will be developed to ensure safety compliance when coordinating construction activities and airport operations. The CSPP will be developed in accordance with the requirements of FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. A construction phasing plan that meets the requirements of the AC and operational needs of the airport will be developed and included in the Contract Documents. This plan will also identify any nighttime work, continuous working times, or other unusual conditions that could affect the Contractor’s normal progress on the project. The draft CSPP will be submitted at 90% complete for ADO review. Upon preliminary approval from the ADO, the CSPP will be submitted to FAA for OE/AAA coordination.

2.04 Prepare Preliminary Construction Plans. This task includes preparing the following list of construction plans for the project. Additional plans may be added during the design phase as needed:

Plan Name/Description	Number of Sheets
Cover Sheet	1
Index of Drawings, Summary of Approximate Quantities and Abbreviations	1
General Notes	1
Survey Control Plan	1
Construction Safety Phasing Plan	1
Construction Safety Notes and Details	1
Environmental Exhibit	1
Electrical Layout Plan	1
AWOS Details	2
Electrical Details	1
Total Sheet Count	11

2.05 Prepare Preliminary Technical Specifications. This task includes assembling the technical specifications necessary for the project. Standard FAA specifications will be utilized where possible, with the guidance from FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. The standard specifications to be utilized shall include, but are not limited to, the following:

- Item C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
- Item C-105 Mobilization
- Item P-152 Excavation, Subgrade and Embankment
- Item L-108 Underground Power Cable for Airports
- Item L-110 Airport Underground Electrical Duct Banks and Conduits
- Item L-115 Electrical Manholes and Junction Structures
- Item L-119 Airport Obstruction Lights

Additional Non-FAA specifications will include, but are not limited to, the following items:

- Item L-126 Automated Weather Observing System

2.06 Prepare Preliminary Special Provisions. This task includes preparing the preliminary Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to: Haul Roads, Airport Security, Radio Communications, Work Schedule, Sequencing of the Work, Closure of Air Operations Areas, Accident Prevention, Underground Cables/Utilities, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, Qualification of Disadvantaged Business Enterprises, Liquidated Damages, Acceptance Testing, and Instruction Manuals.

2.07 Compile/Submit Permits. This task includes identifying potential federal, state and local permits needed for the project. Permits are anticipated to be required for, but are not limited to, demolition activities and stormwater management construction plans and associated permits (SWPPP). When applicable, the Engineer will assist the Sponsor to compile information and submit permits that are required to be obtained by the Sponsor.

2.08 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460-1, "Notice of Proposed Construction or Alteration," via the FAA's online Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) system on the Sponsor's behalf. The Engineer will coordinate with the FAA Project Manager and/or Airspace Specialist to determine the locations of required airspace case studies to be submitted. Generally, such cases are required for any restrictive/critical points where construction operations or proposed alterations may affect navigable airspace. Typically, these locations include (but are not limited to): limits of construction, construction phasing limits, haul routes for construction traffic, and key points of any permanent, above-ground alterations.

As part of the AWOS project, the FAA Non-Federal Program Implementation Manager (PIM) will generate a Non-Rulemaking (NR) study for AWOS siting requirement review/analysis. The Engineer will prepare an exhibit depicting the locations and other information pertinent to the cases' impact on the airspace to include with the submission. The Engineer will submit FAA Form 7460-1 and the associated documentation to the FAA via the OE/AAA system for approval a minimum of 45 days prior to the start of construction.

2.09 Calculate Estimated Quantities. This task includes calculating all necessary quantities for the various work items. Quantities must be consistent with the specifications and acceptable quantity calculation practices.

2.10 Prepare Estimate of Probable Construction Cost. Using the final quantities calculated following the completion of the construction plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other available databases.

2.11 Prepare Engineer’s Design Report. This task includes preparation of the Engineer’s Design Report in accordance with current FAA Northwest Mountain Region Engineer’s Design Report guidelines. The Engineer’s Design Report will include a detailed summary of the project, photographs and descriptions of existing site conditions, estimate of project costs, and a schedule for the completion of the design, bidding, and construction. The Engineer’s Design Report will also contain any alternative design concepts that were investigated and evaluated.

2.12 Review Plans at 90% Complete. During various stages of completion of the design, the Engineer will submit a set of Construction Plans, Specifications, and Contract Documents to the Sponsor for their review. Meetings will be scheduled for periodic reviews, including a 90% plans-in-hand review. The project will be reviewed with the FAA to obtain their concurrence with the design.

At the 90% design review, the independent review will re-evaluate the CATEX boundary.

2.13 Provide In-House Quality Control. The Engineer has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced, senior-level Professional Engineer.

Prior to each review set of Construction Plans, Specifications, Contract Documents, and Engineer’s Design Report being submitted to the Sponsor and FAA, a thorough, in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Plans, Specifications, Contract Documents, and Engineer’s Design Report being submitted by a licensed Professional Engineer other than the Engineer who performed the design of the project. Comments will be offered by the Engineer that performed the review, and revisions to the Construction Plans, Specifications, Contract Documents, and Engineer’s Design Report will be made accordingly.

In addition to the 90% review, the Engineer’s in-house quality control program also provides engineering guidance to the design team throughout the project design to steer the project in a manner that provides the best engineering judgment.

2.14 Prepare and Submit Construction Plans, Specifications, Contract Documents, and Engineer’s Design Report. A final set of Construction Plans (11” x 17”), Specifications, Contract Documents, and the Engineer’s Design Report will be prepared and submitted to the Sponsor, UDOT Aeronautics, and the FAA. These documents will incorporate all revisions, modifications, and corrections identified during the final review. Paper and electronic copies will be provided.

TASK 2 DELIVERABLES	TO FAA/STATE	TO SPONSOR
2.02 Preliminary Contract Documents for Sponsor’s Review	✓	✓
2.03 CSPP at 90% Complete	✓	✓
2.08 FAA Form 7460	✓	✓
2.12 90% Construction Plans, Specifications, Contract Documents, and Engineer’s Design Report	✓	✓
2.14 Final Construction Plans, Specifications and Contract Documents, and Engineer’s Design Report	✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.01 Design Site Visit	<ul style="list-style-type: none"> Hurricane, UT – One (1) Project Manager – Assume half day site visit (1 site visit)
2.12 Plan Review at 90% Complete	<ul style="list-style-type: none"> Hurricane, UT – One (1) Project Manager – Assume one (1) hour via teleconference (1 meeting)

3.0 Bidding Phase

3.01 Provide Bid Assistance. The Engineer will assist the Sponsor, as needed, with the preparation of any required bidding documents. Included as part of this task, the Engineer will prepare a legal advertisement for publication in one (1) newspaper (or other form of regularly published print media) as a solicitation for bids. Additionally, the Engineer will advertise the project Invitation for Bids on their website and directly notify potential contractors and plan rooms to maximize project exposure and generate interest in the project.

3.02 Prepare/Conduct Pre-Bid Meeting. The Engineer will conduct the pre-bid meeting and pre-bid site visit in sequence with the Sponsor and contract document requirements. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments.

3.03 Prepare Addenda. Any necessary addenda will be issued to clarify and modify the project, as required, and based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the Sponsor and FAA prior to being issued. The addenda will meet all design and construction standards, as required.

3.04 Consult with Prospective Bidders. During the bidding process, the Engineer shall be available to clarify bidding issues with contractors and suppliers and for consultation with the various entities associated with the project.

3.05 Attend Bid Opening. The Engineer shall attend the bid opening for the project, which will be conducted by the Sponsor.

3.06 Review Bid Proposals. Upon the opening of submitted bid proposals by the Sponsor, the Engineer shall review all the bid proposals submitted. A cost analysis of the bid prices will be completed and tabulated; the contractor's qualifications to perform the work will be included, including review of suspension and debarment rules on the www.Sam.gov website, verification of proposed DBE subcontractors, Buy American compliance analysis/review, and project funding review. Inclusion of bid guarantee, acknowledgement of addenda, and in-state licensure verification shall be completed.

3.07 Prepare Recommendation of Award. The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 3.06. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

TASK 3 DELIVERABLES	TO FAA/STATE	TO SPONSOR
3.01 Required Bidding Documents	✓	✓
3.02 Pre-Bid Meeting Agenda and Pre-Bid Meeting Minutes	✓	✓
3.03 Addenda	✓	✓
3.06 Bid Tabulations	✓	✓
3.07 Recommendation of Award	✓	✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.02 Prepare/Conduct Pre-Bid Meeting	<ul style="list-style-type: none"> Hurricane, UT – One (1) Project Manager and one (1) Construction Manager – Assume half day site visit (1 site visit)
3.05 Attend Bid Opening	<ul style="list-style-type: none"> Hurricane, UT – One (1) Project Manager – Assume one (1) hour meeting (1 meeting)

EX Reimbursable Costs During Design and Bidding. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, and other miscellaneous expenses incurred in order to complete **Part A – Basic Services.**

PART B - SPECIAL SERVICES consists of the Construction Administration Phase, Post-Construction Coordination Phase (invoiced on a lump sum basis), and On-Site Construction Coordination Phase (invoiced on a cost plus fixed fee basis). Also included are direct subcontract costs for the environmental survey and reports and quality assurance testing during construction.

4.0 Construction Administration Phase

4.01 Prepare Construction Contract and Documents. In agreement with the FAA, the Engineer shall prepare the Notice of Award, Notice to Proceed, and Contract Agreements, including bonds and insurance documents, which will be updated to include all addenda items issued during bidding, for the Sponsor’s approval and signatures. Approximately five copies will be submitted to the successful Contractor for their signatures.

The Engineer will ensure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans, Specifications, and Contract Documents, which will be updated to include all addenda items issued during bidding.

4.02 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of all construction management tasks required of the Engineer. These duties include:

- ➔ Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- ➔ Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- ➔ The Project Manager will review progress reports weekly and monthly.
- ➔ Assist with change orders and supplemental agreements as necessary. All change orders and supplemental agreements will be coordinated with the Sponsor and FAA staff prior to execution. All change orders and supplemental agreements will be prepared in accordance

- with the FAA Standard Operating Procedure (SOP) 7.0, *Airport Improvement Program Construction Project Change Orders*.
- Clerical staff shall prepare the quantity sheets, testing sheets, construction report format, etc.
 - Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field Personnel as necessary during construction. Specific tasks to be accomplished include providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary and various other tasks necessary in the day-to-day operations.
 - The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Prepare quarterly performance reports.

4.03 Review Environmental Documentation. This task includes the review of the overall environmental exhibit in relation to final construction documents as well as coordination throughout construction to ensure environmental commitments are maintained and environmental resources are protected.

4.04 Coordinate Quality Assurance Testing. This task includes preparing the requirements for quality assurance testing. Negotiating with the quality assurance firm for a cost to perform the work is also included in this task.

4.05 Prepare/Conduct Pre-Construction Meeting. The Engineer will conduct a pre-construction meeting to review FAA requirements as required per FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Airport Construction Projects*, prior to the commencement of construction. It is anticipated that representatives of the Engineer will include the Project Manager and Construction Manager. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments. The meeting will be held at the airport and will include the Sponsor, FAA (if possible), Contractor, subcontractors, and airport tenants affected by the project.

4.06 Review Contractor's Safety Plan Compliance Document. This task includes reviewing and providing comments on the Contractor's Safety Plan Compliance Document (SPCD) as required per FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. The Engineer shall review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2 (Current Edition) and the Contract's Construction Safety and Phasing Plan (CSPP). The intent of the SPCD is to detail how the Contractor will comply with the CSPP. Following award of the project to the successful Contractor and prior to the issuance of the Notice to Proceed, the Engineer will review the SPCD, provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. The SPCD will be submitted to the Engineer for approval at least 14 days prior to the issuance of the Notice to Proceed to the Contractor. An approved copy of the SPCD shall be provided to the FAA.

4.07 Prepare Requests for Reimbursement. This task includes preparing the FAA Standard Form 271 for Sponsor reimbursement of eligible expenses incurred monthly. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation to

the FAA for reimbursement. It is estimated there will be four RFRs for expenses incurred during the construction and closeout phase of the project.

4.08 Perform Site Visits During Construction. The Project Manager shall make on-site visits, as required, throughout the duration of the project. At this time, it is estimated that the Project Manager will make one site visit to the project.

TASK 4 DELIVERABLES	TO FAA/STATE	TO SPONSOR
4.01 Notice of Award, Notice to Proceed, and Contract Agreement	✓	✓
4.01 Issue Construction Plans, Specifications, and Contract Documents	✓	✓
4.02 Monthly Invoice and Monthly PSR		✓
4.02 Pay Request Review Documentation		✓
4.02 Weekly/Monthly Reports	✓	✓
4.02 Quarterly Performance Reports	✓	✓
4.02 Change Orders/Supplemental Agreements	✓	✓
4.05 Pre-Construction Agenda and Meeting Minutes	✓	✓
4.06 Review and Approval of SPCD and Final SPCD	✓	✓
4.07 Request for Reimbursement	✓	✓

TASK 4 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
4.05 Conduct Pre-Construction Meeting	<ul style="list-style-type: none"> Hurricane, UT – One (1) Project Manager and one (1) Construction Manager – Assume one (1) hour meeting (1 meeting)
4.08 Perform Site Visits During Construction	<ul style="list-style-type: none"> Hurricane, UT – One (1) Project Manager – Assume half day site visit (1 site visit)

5.0 Post-Construction Coordination Phase

5.01 Prepare Clean-up Item List. The Engineer will ensure the Contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.), and the site is clean.

5.02 Conduct Final Inspection. The Engineer, along with the Sponsor and FAA (if available), shall conduct the final inspection. The quality assurance testing summary report must be accepted by the FAA prior to final inspection.

5.03 Prepare Engineering Record Drawings. The Engineer will prepare the record drawings indicating modifications made during construction. The record drawings will be provided to the FAA electronically.

5.04 Prepare Final Construction Report. The Engineer will prepare the final construction report to meet the applicable FAA closeout checklist requirements.

5.05 Prepare DBE Uniform Report. The Engineer will prepare the Uniform Report of DBE Awards or Commitments and Payments (DBE Uniform Report) for the Sponsor to submit to the FAA.

5.06 Update and Modify Airport Layout Plan (ALP). The Engineer will review and update the ALP to reflect the work completed for this project. It is anticipated that the following sheets will be updated: Sheet 3, Airport Layout Plan – Existing, Future and Ultimate; Sheet 5, Terminal Area Sheet – South End; Sheet 13,

On Airport Property – Land Use; Sheet 14, Off Airport Property – Land Use; and Sheet 16, Exhibit “A” Map. A draft version of each sheet will be submitted to the ADO for review. Upon approval by the FAA, the Engineer shall assist the Sponsor in preparing copies for signature of the revised sheets and submitting to the FAA for final approval.

5.07 Summarize Project Costs. The Engineer will be required to obtain all administrative expenses, engineering fees and costs, testing costs, and construction costs associated with the project and assemble a total project summary. The summary will be analyzed with the associated project funding.

TASK 5 DELIVERABLES	TO FAA/STATE	TO SPONSOR
5.01 Clean-up List	✓	✓
5.02 Punchlists	✓	✓
5.03 Record Drawings	✓	✓
5.04 Final Construction Report	✓	✓
5.05 DBE Uniform Report	✓	✓
5.06 Updated ALP	✓	✓
5.07 Project Cost Summary	✓	✓

TASK 5 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
5.02 Conduct Final Inspection	<ul style="list-style-type: none"> Hurricane, UT – One (1) Project Manager and one (1) Construction Manager – Assume half day site visit (1 site visit)

6.0 On-Site Construction Coordination Phase

This phase will consist of providing one full-time Construction Manager. It shall be the responsibility of the Construction Manager to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager’s direction. It is estimated that it will take **10 working days** to complete construction of the project. Incidental travel costs, including vehicle usage, mileage, lodging, per diem, etc., are in addition to the engineering hours expended.

6.01 Provide Resident Engineering. The Construction Manager will work approximately **12 hours per day**. It is assumed that the Construction Manager will be able to complete all daily project documentation during their shift and that total on-site inspection time is anticipated to be **10 working days**.

The following tasks will be performed during a typical day’s shift during construction:

- a. Review construction submittals, including shop drawings and materials proposed for use on the project, submitted by the Contractor for conformance with the project’s Contract Documents. Submittals will either be approved, conditionally approved, or rejected and returned to the Contractor for their records and/or to make changes or revisions. The Engineer will prepare and maintain a submittal register to log the submittals received. The submittal register will include information on the submitted items including date received, date returned, and action taken, and will be made available to the Sponsor and Contractor upon request.
- b. Review survey data and other construction tasks for general compliance with the construction documents.
- c. Coordinate, review, and provide a response to construction and general project Requests for Information (RFIs).

- d. Prepare and process change orders.
- e. Conduct employee interviews and review Contractor's and subcontractor's weekly payroll records as required by the FAA. As part of this effort, all payrolls must be reviewed and logged when received. A log identifying status of reviews, and any action taken to correct noted discrepancies, will be provided for Sponsor review at time of Request for Reimbursement processing, as appropriate.
- f. Review quality control and quality assurance testing results for conformance with the project specifications.
- g. Maintain record of the progress of construction and review the quantity records with the Contractor on a periodic basis.
- h. Prepare the periodic cost estimates and review the quantities with the Contractor. The Engineer, Sponsor, and Contractor will resolve discrepancies or disagreements with the Contractor's records. The periodic cost estimate will also include all other costs associated with the project (administrative costs, engineering, any miscellaneous costs). After compiling all costs, the Engineer will then submit the periodic cost estimate to the Sponsor for payment.
- i. Maintain daily logs of construction activities for the duration of time on site, including the Construction Project Daily Safety Inspection Checklist as required by the CSPP and SPCD.
- j. Verify that construction activities associated with restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
- k. Prepare a weekly status report using the FAA's standard form. The report will be submitted to the Sponsor, the FAA, and the office following the week of actual construction activities performed.
- l. Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made as required by the DBE Program.

6.02 Provide AWOS Calibration Marker and Reference Stakes. To support the installation and calibration of the proposed AWOS, the Engineer will establish a reference monument Geodetic North 100 feet from the proposed AWOS tower. This monument will be used for commissioning and future calibration of the equipment. Along with the True North Marker, the Engineer will provide limited project control and offset stakes marking the proposed location of the AWOS Tower prior to construction.

TASK 6 DELIVERABLES	TO FAA/STATE	TO SPONSOR
6.01a Coordinate Submittal Reviews		✓
6.01c Coordinate RFIs		✓
6.01d Change Orders	✓	✓
6.01e Payroll Reviews		✓
6.01f Quality Assurance/Quality Control Results Compilation		✓
6.01h Periodic Cost Estimates	✓	✓
6.01k Weekly Reports	✓	✓

TASK 6 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
6.02 AWOS Calibration Reference Monument	<ul style="list-style-type: none"> • Hurricane, UT – One (1) Surveyor –Assume full day site visit (1 site visit) – Assume travel to/from Denver, CO to Hurricane, UT with one (1) overnight stay for Surveyor

EX Reimbursable Costs During Construction. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, travel and other miscellaneous costs incurred to complete **Part B – Special Services**. Section 4 and 5 Reimbursables are invoiced on a lump sum basis and Section 6 Reimbursables are invoiced on a cost plus fixed fee basis.

Special Considerations

The following special considerations are required for this project but will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

Quality Assurance Testing. Quality assurance testing will be performed by an independent testing firm under the direct supervision of the Engineer. All quality assurance test summaries must be accepted by the FAA prior to final inspection. Certified materials technicians will perform the necessary material quality assurance testing for the following items, as detailed in the project specifications:

- Item P-152 Excavation, Subgrade and Embankment
- Item L-110 Airport Underground Electrical Duct Banks and Conduits
- Item L-126 Automated Weather Observing System

Environmental Survey and Reports. Biological, cultural, wetlands and paleontological surveys and analysis will be completed to identify existing resources and satisfy City, State and Federal regulations. Field visits will be performed under the direct supervision of the Engineer. Final reports will be completed for each resource (biological, cultural, wetlands and paleontological) to be assessed in the CATEX.

Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate. Lodging will be invoiced as an actual expense incurred.
2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.
3. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.
4. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.
5. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.
6. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.

7. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design*, and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, and the Northwest Mountain Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.
8. The Engineer will utilize the following plan standards for the project:
 - Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
 - Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
 - Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
 - All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
 - Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans prepared by the Engineer.
 - The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Engineer's standards.
9. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:
 - The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
 - The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.
 - FAA General Provisions and required contract language will be used.
10. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.
11. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made based on experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.
12. An AC 150/5300-18B (or Current Edition) compliant survey is not required as a part of this project. No data will be submitted to Airports GIS (AGIS) through the Airport Data and Information Portal (ADIP).

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.



STAFF COMMENTS

Consideration and possible approval of **Ordinance 2024-03 amending Title 8, Chapter 1, Section 4** regarding utility rates and connection fees

Discussion:

In August of 2004, the City Council adopted a policy concerning utility payment relief for citizens on active military duty. It was unanimously approved that anyone on active military duty would qualify for a \$150 or 1/2 of their utility bill, whichever is less, reduction. Staff was not able to find where this policy was ever written or put into code. The proposed amendments puts language directly into the code to allow this discount.

Findings:

Recommendation:

Attachments:

1. Minutes for Military discount approval
2. Ordinance 2024-03 Amending 8-1-4 Utility Rates

the canal. He said there is a car parked in the handicapped parking space at the site and it is sitting up on jack stands.

The Council said they would ask the Police Department to look into these problems.

Mayor Hirschi thanked Leonard for his work at the entry sign on the north edge of the city.

CONSIDERATION AND POSSIBLE APPROVAL OF REQUEST TO EXTEND FINAL PLAT APPROVAL FOR POSSEE RANCH AND HOMESTEAD ACRES SUBDIVISION PLATS – HANK ISAKSEN APPLICANT

Hank Isaksen assured the Council that “we are actually making progress.” He indicated he is optimistic this project can get underway. He estimated there are 42 lots in Homestead Acres and 71 lots in Posse Ranch. It was clarified that both neighborhoods were engineered and approved in August 2002 and an extension was granted in August 2003.

Mayor Hirschi asked, “What kind of extension are you asking for?” Mr. Isaksen said they should know in 30 days what will happen but would like a 6-month extension. Mayor Hirschi requested Mr. Isaksen release the property to other interested developers before the 6 months is up if he is unable to go ahead because there is considerable interest in the property. He said Hank invested a lot of money into the property in the form of advertising and the completed project should be an asset to the city.

Fay Reber said Mr. Isaksen’s request is for a time extension to record the final plat. Mr. Reber clarified the City Council approves final plat extensions before the plat is recorded, according to the Subdivision Ordinance.

Mayor Hirschi said water rights should be tied in with this approval. He warned Mr. Isaksen not to allow the water rights associated with the property to go to anyone else. Mr. Isaksen indicated he is still willing to work with the City on a well site.

Glenwood Humphries made a motion to grant a six-month extension of the plat approval for Posse Ranch and Homestead Acres, seconded by Ethelyn Humphries. Unanimously approved.

DISCUSSION AND POSSIBLE RECOMMENDATION ON POLICY CONCERNING UTILITY PAYMENT RELIEF FOR CITIZENS ON ACTIVE MILITARY DUTY

Mayor Hirschi explained he received some material from other cities encouraging a program granting relief to active U.S. Military personnel on utility bills. Different cities designated different levels of discounts. The mayor suggested some kind of formula be developed, if the Council is comfortable with offering the discount. He said he has learned that some people are being paid more while on active duty than they were working here at their civilian jobs. He said he felt relief should be extended to anyone in the military called away from their regular job and said he didn’t think it would involve too many people. Glenwood Humphries suggested the situations be reviewed on a case-by-case basis and if there is a hardship the City could offer a 50% discount.

Leonard Dunkovich asked which households would be eligible by relationship to the person serving. It was clarified only head of household situations would be considered. He suggested the City ask for donations and estimated a ten-cent donation per month per household would net \$300 for a fund. He suggested the City consider helping other residents in need if donations can fund an ongoing account. Ethelyn Humphries suggested a “rounding up” so customers can donate whatever amount rounds their bill to an even number.

Council members cautioned a system should be in place to ensure the privilege is not abused and utilities used wisely and not just wasted because the utility user is not paying.

Ethelyn Humphries was assigned to work on the details.

Glenwood Humphries made a motion to approve a policy allowing the City to grant relief on utility bills for citizens on active military duty, seconded by Larry LeBaron. Unanimously approved.

DISCUSSION AND POSSIBLE APPROVAL OF POLICY CONCERNING TIME OF PAYMENT OF WATER IMPACT FEES

Fay Reber reminded the Council about a discussion at the last Council meeting on developers paying water impact fees. The fee is currently paid at the time a building permit is issued. The discussion

DISCUSSION AND POSSIBLE RECOMMENDATION ON POLICY CONCERNING UTILITY PAYMENT RELIEF FOR CITIZENS ON ACTIVE MILITARY DUTY

Ethelyn Humphries stated she was asked to come up with a proposal regarding a policy recommendation concerning payment relief for citizens on active military duty. She said she had checked with several other cities in the Southern Utah area and found none who are participating in a relief program for those who are on active military duty at this time. She indicated she would like to set precedence and be the first city in the southern part of the state to do this for our active duty soldiers who are out there putting their lives on the line for our freedom. She suggests after consulting with Clark Fawcett and Michelle Newton \$150.00 or ½ of their utility bill, whichever is less. There was a question asked what the qualifications would be and it was suggested the head of household would need to be serving full time in a war zone.

Ethelyn stated she would also like to propose a needy fund be started for people who have found themselves in extreme circumstances where they are not able to pay a utility bill. This fund would be only for people who are not habitually behind on their bill, but who due to some unforeseen circumstance are not able to pay on time. She indicated she had discussed this with Clark and Michelle also and they thought it would be good. Michelle will be working on putting a message on the bill for donations to this fund. Darwin Hall stated he could put a proposal on the agenda for the Ash Creek Sewer Board. Mayor Hirschi commended Ethelyn Humphries for going to the extra work to come up with a proposal for both of these items.

Glenwood Humphries made a motion to approve the proposal regarding a policy concerning utility payment relief for citizens on active military duty, seconded by Danny Campbell, with a unanimous approval.

DISCUSSION AND POSSIBLE APPROVAL RESOLUTION PERTAINING TO PERSONNEL POLICY CHANGES AND ADDITIONS

Clark Fawcett stated he would need to get with Attorney Fay Reber regarding this resolution and so this would need to be continued until another meeting.

Danny Campbell made a motion to continue this item, seconded by Glenwood Humphries, unanimously approved.

CONSIDERATION FOR ADOPTION OF A RESOLUTION APPROVING THE ADOPTION BY THE MUNICIPAL BUILDING AUTHORITY OF HURRICANE CITY, UTAH OF A PARAMETERS RESOLUTION AUTHORIZING THE ISSUANCE OF NOT MORE THAN \$ 1,000,000 REVENUE BONDS, SERIES 2004; AND RELATED MATTERS.

Clark Fawcett stated the actual amount would be \$970,000 and is for the new Fire House and the addition to the old Fire House. The CDBG Grant was \$150,000. The amount came out to be more than Clark was hoping for. There will be a \$90,000 per year payment for 15 years, and the Public Safety fund is building up to pay for this. The interest rate is 4.75 %. Ethelyn asked if there was a chance of paying this off sooner. Clark stated he always likes to have this option to pay off these debts off sooner if possible.

Ethelyn Humphries made the motion to approve A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A SECOND AMENDED LEASE AGREEMENT, BY AND BETWEEN HURRICANE CITY AND THE MUNICIPAL BUILDING AUTHORITY OF HURRICANE CITY, UTAH (THE "AUTHORITY") AUTHORIZING THE ISSUANCE AND SALE BY THE AUTHORITY OF ITS LEASE REVENUE BONDS, SERIES 2004, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$970,000 FOR CONSTRUCTION OF A NEW FIRE STATION, AND RELATED IMPROVEMENTS; AUTHORIZING THE EXECUTION OF A THIRD SUPPLEMENTAL INDENTURE OF TRUST, BOND PURCHASE AGREEMENT, GROUND LEASE, SECOND SUPPLEMENT TO LEASEHOLD DEED OF TRUST AND OTHER

**AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING
TITLE 8 CHAPTER 1 WITH REGARDS TO UTILITY RATES**

WHEREAS, the City Council of Hurricane, Utah desires to amend Title 8, Chapter 1 of the Hurricane City Code governing the rate and connection fees; and

WHEREAS, this policy was previously adopted but not officially codified; and

WHEREAS, the City Council of Hurricane, Utah supports our active soldiers and wishes to offer a discount on their utility services;

BE IT HEREBY ORDIANED by the City Council of Hurricane, Utah that Section 18-1-4 of the Hurricane City Code is amended to read as follows:

CHAPTER 1. WATER USE AND SERVICE

Sec. 8-1-4. Rates and connection fees; payment provisions.

- A. *Setting fees, rates, and charges.* The rates, penalty fee for delinquency in payment, connection fee, reservoir fee, inspection fee, and other charges incidental to connection and services from the City water system shall be fixed from time to time by resolution enacted by the City Council. The City Council may from time to time promulgate rules for levying, billing, guaranteeing and collecting charges for water services and all other rules necessary for the management and control of the water system.
- B. *Deposit.* A deposit in the amount established by resolution of the City Council as security for payment of services is hereby established for all utility connections; provided, however, that said deposit may be waived for owners of property for which utility service is sought who provide satisfactory evidence of timely payment of past utility billings. Such deposit may, upon request, be returned after two years of good credit or upon termination of said account, whichever first occurs.
- C. *Turn on/transfer fee.* A turn on/transfer fee in an amount established by resolution of the City Council shall be charged to any person opening a utility account within the City. The turn on/transfer fee is considered operating costs for utility departments to read the power and/or water meter and to transfer this same meter to a new account. The turn on/transfer fee is nonrefundable.
- D. *Service rates.* Rates shall be as established by resolution of the City Council.
- E. *Application.* Any person residing within the water service area and desiring to obtain water service in their name will be required to file an application for utility service at the City Office.
- F. *Special rates.* Any utility account holder that is serving fulltime as an active United States military service member shall qualify for a 50% or \$150 reduction, whichever is less, on the service member's City utility bill for any monthly billing cycle during which fulltime service

was rendered. The service member shall submit adequate documentation to the City confirming that the member qualifies for the reduction. Furthermore, the City Council may from time to time fix by agreement or resolution special rates and conditions for users using exceptionally large amounts of water service or making use of the water system under exceptional circumstances, upon such terms and conditions as they may deem proper.

G. *Board of equalization; rates and rebates.*

1. The City Council is hereby constituted a board of equalization of water rates to hear complaints and make corrections of any assessments deemed to be illegal, unequal, or unjust. They may, if they see fit, rebate all or any part of the water bill of any indigent person.
2. A claim against the City or against its employees for an act or omission occurring during the performance of his duties, within the scope of his employment, or under color of authority, including claims for refunds or reimbursements of water, power, sewer and other utility services furnished by the City, is barred unless notice of claim is filed as required by Utah State Code.

H. *Use without payment prohibited.* It shall be unlawful for any person by himself, family, servants, or agents to utilize the City water or sewer system without paying therefor, as herein provided, or, without authority, to open any fire hydrant, stopcock valve or other fixtures attached to the system of water supply unless it is done pursuant to proper application, agreement, or resolution. It shall be unlawful to injure, deface or impair any part or appurtenance of the water or sewer system, or to cast anything into any reservoir or tank belonging to the water system.

I. *Billings; delinquency; discontinuance of service.*

1. The City is hereby authorized and empowered to combine all charges for all utility services, including water, sewer, garbage, power, etc., into one monthly billing, describing the various utility services supplied, the amount owed for each individual utility service and the total amount of all such services.
2. Any such monthly utility billing shall be due and payable in full on or before the 15th day of the month following the month for which such utility services were rendered.
3. Any such monthly utility billing not paid in full on or before the 15th day of the month, as specified in subsection I1 of this section, shall be deemed delinquent and shall be assessed a late charge in the amount of five percent of the unpaid balance of said monthly utility billing. If the billing is not paid in full by the end of the month in which it was due, an additional nonpayment penalty shall be assessed to the account in the amount set by resolution of the City Council. If said billing is not paid in full before the tenth of the month following the month in which it was due, services may be disconnected.
4. In the event that service is disconnected, before service can be reconnected, the bill must be brought current or arrangements made with the City office. Upon

reconnection of power or other utility service, a reconnect fee will be assessed in the amount established by resolution of the City Council.

5. In the event that utility services are disconnected for lack of payment and the balance remains unpaid for one week, the utility account will be terminated. Once the account has been terminated, the customer must pay: (a) the balance owed for utility service rendered; (b) a reconnect fee; and (c) the utility security deposit before utility service will be restored.
 6. A fee in an amount established by resolution of the City Council shall be charged and added to the next month's utility bill for any customer whose water service requires maintenance or repair because of a meter lock or seal which has been damaged, cut, or otherwise tampered with.
 7. If the City hires an agent to collect on a delinquent account, the account will be assessed an additional fee as charged by the collection agency.
- J. *Monthly fee due for all connections.* The City shall charge the current base water rate for all connections to the system, whether or not the customer is currently using water from the system. The fee charged will also include any applicable surcharges assessed by the Washington County Water Conservancy District.
- K. *Reasonable access.* All customers shall permit the City's authorized representatives to enter on the customer's premises at all reasonable times for purposes connected with rendering, billing, or disconnecting utility services. Customers shall not construct, erect, or otherwise put in place any barrier impeding free and easy access to all utility service meters.
- L. *Termination of service; subsequent service location.*
1. Utility customers shall be responsible for the payment of utility charges incurred at the service location until such time as their responsibility is terminated in one of the following ways by: a) written order of the applicant; b) the City's termination for lack of payment, as outlined in subsection 15 of this section; or c) the proper assumption of the payment responsibility by a party acceptable to the City and upon completion of an application for service by said party.
 2. In order to establish power or other utility service at any additional and/or subsequent service location(s), utility customers must complete a utility service application for each location. Prior to connecting any subsequent or additional utility service, customers must pay any billing amount due for current utility service at the time a subsequent or additional service connection is requested.

(1998 Code §§ 14-117—14-120, 14-122; 2000 Code; Ord. 03-8-7, 8-7-2003; Ord. 2008-24, 8-21-2008; Ord. 2018-18, 12-20-2018; Ord. No. 2023-03 , 2-2-2023)

NOW THEREFORE, BE IT ORDAINED BY THE HURRICANE CITY COUNCIL OF HURRICANE CITY, UTAH THAT:

All ordinances, resolutions, and policies 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.

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 Hurricane 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.

BE IT FURTHER ORDAINED that this Ordinance shall, after adoption and approval, take effect immediately upon publication or posted as required by law.

PASSED AND APPROVED this 15th day of February, 2024

Hurricane City

Nanette Billings, Mayor

Attest:

Cindy Beteag, City Recorder

The foregoing Ordinance was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 15th day of February, 2024. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

	Yea	Nay	Abstain	Absent
Joseph Prete	___	___	___	___
Clark Fawcett	___	___	___	___
David Hirschi	___	___	___	___
Kevin Thomas	___	___	___	___
Drew Ellerman	___	___	___	___

Cindy Beteag, Recorder



STAFF COMMENTS

Consideration and possible approval of **awarding a contract for the Frog Hollow Debris Basin Rehabilitation Project**-Arthur LeBaron

Discussion:

From Arthur LeBaron: The Frog Hollow Debris Basin Rehabilitation project has been designed and approved by NRCS and Utah Dam Safety. The project is being primarily funded by NRCS, with some matching funds from the Utah Water Resources Board and an in-kind match from Hurricane City. The in-kind match consists of the value of borrow material that the City has acquired from BLM.

Here is the proposed cost-share breakdown:

65%	NRCS
28%	Utah Water Resources Board
7%	City

The approved design has been advertised for contractor bids and we held the bid opening on Tuesday, February 6. Attached is a bid tabulation along with a recommendation from the Engineer to award the project to Whitaker Construction in the amount of \$6,018,014.63.

Findings:

Recommendation:

Attachments:

1. Frog Hollow DB Rehab Bid Recommendation 02-08-2024

February 8, 2024

Arthur LeBaron
City Engineer
Hurricane City
147 North 870 West
Hurricane, UT 84737

Subject: Recommendation of Award of Contract to Whitaker Construction for the Frog Hollow Debris Basin Rehabilitation Project

Dear Arthur:

Bids for construction of the Frog Hollow Debris Basin Rehabilitation Project were received by Hurricane City (City) on Tuesday, February 6, 2024. Bowen Collins & Associates (BC&A) completed a review of the bids that were received from five general contractors. Whitaker Construction (Whitaker) was the apparent low bidder with a Base Bid price of \$6,018,015. Whitaker has signed and submitted the appropriate bid forms, provided a 5% Bid Bond, and acknowledged all contract addenda.

A summary of the bids received for the project is provided below for reference and a detailed breakdown of the bids is attached for information.

Rank	Contractor	Base Bid Price	Difference from Low Bid
1	Whitaker Construction	\$6,018,014.63	-
2	Harward and Rees	\$6,524,725.00	\$506,710 (8%)
3	Sunroc Construction	\$6,590,914.05	\$572,899 (10%)
4	Feller Enterprises	\$7,218,341.61	\$1,200,327 (20%)
5	Interstate Rock Products	\$7,935,611.25	\$1,917,597 (32%)

Per Section 01 20 00 Measurement and Payment in the Bid Documents, "Any bid proposal for mobilization, demobilization, temporary facilities, and administration items that is greater than 5 percent will be adjusted to the maximum amount of 5 percent of the total bid. The bid item so adjusted will be the Contractor's bid for that item, and the Contractor's bid for the project will be recalculated and the revised total used to compare with other bidders to determine the low bid." The bid prices were adjusted to meet this requirement, as highlighted on the summary of bids. It should be noted that this price adjustment reduced Whitaker's bid from what was read in the bid opening by \$324,928. With this correction our review has found the bid from Whitaker to be responsive and we recommend that the City consider awarding a construction contract to Whitaker in the amount of \$6,018,015 for the Frog Hollow Debris Basin Rehabilitation Project.

We have also reviewed the proposal documentation, including the schedule and Statement of Qualifications from Whitaker Construction and found them responsive. We recommend that coordination take place with Whitaker Construction regarding the reduction of their bid price and that an Agreement should be executed pending receipt of appropriate bonds and insurance documents following Notice of Award.

February 8, 2024

Page 2

Please call with any questions or concerns regarding this recommendation. BC&A looks forward to working with the City through the successful completion of this important project.

Sincerely,

Bowen, Collins & Associates

A handwritten signature in black ink that reads "Todd Olsen". The signature is written in a cursive, slightly slanted style.

Todd Olsen, P.E.
Project Manager

Cc. Lance Smith – NRCS
Todd Edwards – Washington County

Attachment

BID SCHEDULE SUMMARY

Frog Hollow Debris Basin Rehabilitation Project

Hurricane City/NRCS

Bids Were Opened On: Tuesday, February 6, 2024



BASE BID				Engineer's Opinion		Whitaker		Harward and Rees		Sunroc		Feller		Interstate Rock		Price Summary		
Item No.	Description	Quantity	Unit	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Average	Low	High
1	Mobilization, Demobilization, and Administrative Items (not to exceed 5% of Total Base Bid)	1	LS	\$ 296,700.00	\$ 296,700.00	\$ 286,572.13	\$ 286,572.13	\$ 310,000.00	\$ 310,000.00	\$ 313,853.05	\$ 313,853.05	\$ 343,730.55	\$ 343,730.55	\$ 377,886.25	\$ 377,886.25	\$ 321,457.00	\$ 286,572.13	\$ 377,886.25
2	Site Preparation / Survey	1	LS	\$ 95,000.00	\$ 95,000.00	\$ 613,000.00	\$ 613,000.00	\$ 90,000.00	\$ 90,000.00	\$ 98,950.00	\$ 98,950.00	\$ 20,959.13	\$ 20,959.13	\$ 45,000.00	\$ 45,000.00	\$ 160,484.86	\$ 20,959.13	\$ 613,000.00
3	Remove and Dispose of 1976 Embankment Material	1	LS	\$ 1,374,000.00	\$ 1,374,000.00	\$ 831,500.00	\$ 831,500.00	\$ 596,725.00	\$ 596,725.00	\$ 1,515,300.00	\$ 1,515,300.00	\$ 883,744.07	\$ 883,744.07	\$ 1,266,100.00	\$ 1,266,100.00	\$ 1,077,894.85	\$ 596,725.00	\$ 1,515,300.00
4	Remove and Replace Original (1956) Embankment Material	1	LS	\$ 438,200.00	\$ 438,200.00	\$ 493,500.00	\$ 493,500.00	\$ 481,900.00	\$ 481,900.00	\$ 624,900.00	\$ 624,900.00	\$ 572,048.01	\$ 572,048.01	\$ 704,250.00	\$ 704,250.00	\$ 552,466.34	\$ 438,200.00	\$ 704,250.00
5	Excavate from On-site Borrow Area, Install, and Compact New Embankment Material	1	LS	\$ 1,299,200.00	\$ 1,299,200.00	\$ 666,500.00	\$ 666,500.00	\$ 1,399,200.00	\$ 1,399,200.00	\$ 910,000.00	\$ 910,000.00	\$ 1,907,048.67	\$ 1,907,048.67	\$ 2,213,280.00	\$ 2,213,280.00	\$ 1,399,204.78	\$ 666,500.00	\$ 2,213,280.00
6	Import, Install, and Compact New Embankment Material	5,000	CY	\$ 75.00	\$ 375,000.00	\$ 42.00	\$ 210,000.00	\$ 35.00	\$ 175,000.00	\$ 43.25	\$ 216,250.00	\$ 38.41	\$ 192,050.00	\$ 28.00	\$ 140,000.00	\$ 218,050.00	\$ 140,000.00	\$ 375,000.00
7	Auxiliary Spillway Construction, Complete	1	LS	\$ 369,000.00	\$ 369,000.00	\$ 348,000.00	\$ 348,000.00	\$ 543,000.00	\$ 543,000.00	\$ 616,300.00	\$ 616,300.00	\$ 266,216.13	\$ 266,216.13	\$ 563,000.00	\$ 563,000.00	\$ 450,919.36	\$ 266,216.13	\$ 616,300.00
8	Type 'G' Cap on Dam Embankment Crest	1,980	LF	\$ 34.00	\$ 67,320.00	\$ 19.00	\$ 37,620.00	\$ 17.50	\$ 34,650.00	\$ 17.50	\$ 34,650.00	\$ 24.94	\$ 49,381.20	\$ 19.00	\$ 37,620.00	\$ 43,540.20	\$ 34,650.00	\$ 67,320.00
9	Type 'R' Drain Gravel	1	LS	\$ 312,000.00	\$ 312,000.00	\$ 369,500.00	\$ 369,500.00	\$ 367,500.00	\$ 367,500.00	\$ 307,500.00	\$ 307,500.00	\$ 583,682.30	\$ 583,682.30	\$ 415,500.00	\$ 415,500.00	\$ 392,613.72	\$ 307,500.00	\$ 583,682.30
10	Type 'Q' Filter Sand	1	LS	\$ 448,000.00	\$ 448,000.00	\$ 645,500.00	\$ 645,500.00	\$ 618,800.00	\$ 618,800.00	\$ 523,300.00	\$ 523,300.00	\$ 866,835.18	\$ 866,835.18	\$ 496,500.00	\$ 496,500.00	\$ 599,822.53	\$ 448,000.00	\$ 866,835.18
11	Class II Riprap (On Upstream Slope of Dam)	1	LS	\$ 168,000.00	\$ 168,000.00	\$ 327,000.00	\$ 327,000.00	\$ 302,400.00	\$ 302,400.00	\$ 265,530.00	\$ 265,530.00	\$ 293,233.71	\$ 293,233.71	\$ 206,500.00	\$ 206,500.00	\$ 260,443.95	\$ 168,000.00	\$ 327,000.00
12	Class V Riprap (Principal Spillway Conduit)	1	LS	\$ 24,000.00	\$ 24,000.00	\$ 12,300.00	\$ 12,300.00	\$ 16,000.00	\$ 16,000.00	\$ 12,650.00	\$ 12,650.00	\$ 14,032.06	\$ 14,032.06	\$ 1,750.00	\$ 1,750.00	\$ 13,455.34	\$ 1,750.00	\$ 24,000.00
13	Non-woven Geotextile Fabric	1	LS	\$ 19,900.00	\$ 19,900.00	\$ 31,700.00	\$ 31,700.00	\$ 28,000.00	\$ 28,000.00	\$ 61,855.00	\$ 61,855.00	\$ 45,925.31	\$ 45,925.31	\$ 27,800.00	\$ 27,800.00	\$ 35,863.39	\$ 19,900.00	\$ 61,855.00
14	6-inch Toe Drain Pipe (Perforated)	2,000	LF	\$ 40.00	\$ 80,000.00	\$ 130.00	\$ 260,000.00	\$ 165.00	\$ 330,000.00	\$ 64.25	\$ 128,500.00	\$ 67.42	\$ 134,840.00	\$ 63.00	\$ 126,000.00	\$ 176,556.67	\$ 80,000.00	\$ 330,000.00
15	Concrete Encased 34" HDPE Principal Spillway Conduit	1	LS	\$ 525,000.00	\$ 525,000.00	\$ 343,500.00	\$ 343,500.00	\$ 467,800.00	\$ 467,800.00	\$ 390,795.00	\$ 390,795.00	\$ 367,419.69	\$ 367,419.69	\$ 306,000.00	\$ 306,000.00	\$ 400,085.78	\$ 306,000.00	\$ 525,000.00
16	60-inch Manhole	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 10,500.00	\$ 21,000.00	\$ 19,850.00	\$ 39,700.00	\$ 12,835.00	\$ 25,670.00	\$ 14,926.94	\$ 29,853.88	\$ 9,000.00	\$ 18,000.00	\$ 24,037.31	\$ 10,000.00	\$ 39,700.00
17	Dental Concrete	1,500	CY	\$ 200.00	\$ 300,000.00	\$ 290.00	\$ 435,000.00	\$ 375.00	\$ 562,500.00	\$ 280.00	\$ 420,000.00	\$ 318.84	\$ 478,260.00	\$ 390.00	\$ 585,000.00	\$ 463,460.00	\$ 300,000.00	\$ 585,000.00
18	Restoration	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 63,200.00	\$ 63,200.00	\$ 70,000.00	\$ 70,000.00	\$ 92,500.00	\$ 92,500.00	\$ 123,948.87	\$ 123,948.87	\$ 69,100.00	\$ 69,100.00	\$ 74,791.48	\$ 30,000.00	\$ 123,948.87
19	Survey Monuments	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 13,400.00	\$ 13,400.00	\$ 12,500.00	\$ 12,500.00	\$ 9,750.00	\$ 9,750.00	\$ 8,242.85	\$ 8,242.85	\$ 6,950.00	\$ 6,950.00	\$ 11,807.14	\$ 6,950.00	\$ 20,000.00
20	Embankment Foundation Bedrock Cleaning	26,350	SF	\$ 5.00	\$ 131,750.00	\$ 0.35	\$ 9,222.50	\$ 3.00	\$ 79,050.00	\$ 0.86	\$ 22,661.00	\$ 1.40	\$ 36,890.00	\$ 12.50	\$ 329,375.00	\$ 101,491.42	\$ 9,222.50	\$ 329,375.00
Base Bid Price:				\$6,383,070.00		\$6,018,014.63		\$6,524,725.00		\$6,590,914.05		\$7,218,341.61		\$7,935,611.25				
DIFFERENCE FROM LOW BID:				\$365,055		\$0		\$506,710		\$572,899		\$1,200,327		\$1,917,597				
% DIFFERENCE FROM LOW BID:				6.07%		0.00%		8.42%		9.52%		19.95%		31.86%				

Corrected arithmetic error

Corrected mobilization fee per M&P



STAFF COMMENTS

Consideration and possible acceptance of **financial guarantees for the construction of required offsite improvements** for the Balance of Nature development. -Mayor Billings

Discussion:

Summary drafted on 2-9-2024 by Dayton Hall.

This item was added to the agenda after the cutoff deadline with the consent of Mayor Billings and Councilmen Prete, Thomas, Hirschi, and Ellerman.

Balance of Nature is requesting an exception to the City's established bonding requirements for offsite improvements required for development. To allow for the development of Balance of Nature, the construction of roadways and utilities between the project and 3000 South Street are required. To guarantee that the infrastructure is completed once started, and to ensure it is completed in an acceptable manner, City Code requires that a guarantee be provided. City Code provides for two alternatives to meet the guarantee requirement: (1) an Escrow Bond, in which the funds to complete the project are deposited in an account and the funds are disbursed to pay for the improvements as they are constructed or (2) an irrevocable letter of credit submitted to the City by a duly chartered bank stating that the bank will honor the City's request to draw against the letter of credit if the improvements are not completed. See Hurricane City Code section 10-39-13. Requiring one of these forms of guarantee of completion is a standard practice in the City that every developer follows when installing offsite improvements to serve a proposed development.

It has been claimed that Hurricane City's ordinances are more strict than other cities, but Hurricane City's requirements are nearly identical to the requirements of Washington County, St. George City, and Toquerville City. Washington County requires "a cash bond or irrevocable letter of credit." St. George requires either "cash (cash escrow), disbursement agreement (draw down), or an irrevocable letter of credit." Toquerville City requires "a cash bond deposited with the city, an irrevocable letter of credit, or an escrow security agreement." Washington City, in addition to allowing for cash in escrow or letters of credit, is more flexible than Washington County, Hurricane, St. George, and Toquerville by also allowing for "a bond with corporate surety ... approved by the city council and city attorney." The applicable ordinances for Washington County, St. George City, Toquerville City, and Washington City are included in the packet.

In addition to the options of cash in escrow or a letter of credit, Hurricane City's ordinance also allows for "such other financial guarantee that may be acceptable to the City Council." City staff cannot recall a time when an alternative form of bonding has been permitted for developer's offsite improvements.

This item is on the agenda because Balance of Nature is requesting that the City Council approve an alternate form of a guarantee in the form of a performance bond, obtained by Balance of Nature's contractor from an insurance company, to guarantee the offsite improvements to be constructed. At the time this summary was drafted, the City has only

been provided with an example of what the bond may look like. Also, the City has not been provided with an estimate of how much the improvements will cost, so the dollar amount of the guarantee is unknown.

The proposed performance bond is not applicable to the needed offsite improvements because it assumes that the City is entering into a construction contract with a contractor to build the improvements. This is not the case. Balance of Nature will be entering into a contract with a contractor--not the City--to build the infrastructure necessary to serve the development. The proposed bond is to guarantee the enforcement of a construction contract, but the City will not be a party to a construction contract, so the proposed bond will not be enforceable by the City. The proposed bond would not satisfy the requirements of any of the City/County Codes that have been reviewed--including Washington City.

The City Attorney, City Manager, and City Public Works Director jointly recommend that the Council require the standard guarantee of either money in escrow or a letter of credit because other forms of guarantees are less secure and expose the City to more risk that improvements required of developers are not completed or not built to acceptable standards. Making a claim under a performance bond is essentially making an insurance claim against an insurance company, which is less likely to have a favorable outcome than having funds in escrow or a commitment from a bank. Also, the example performance bond submitted by Balance of Nature would not be enforceable by the City because the City is not hiring the contractor. Finally, staff is concerned that deviating from standard requirements will likely result in the Council being faced with other requests to continue to relax the City's bonding requirements. With the large number of imminent developer-driven improvements within the City, it is important that the City has adequate and enforceable guarantees in place. The City's requirement for cash in escrow or a letter of credit from a bank are more likely to be adequate and enforceable than other forms of guarantees.

If Balance of Nature is unable to secure a letter of credit from its bank, or if it cannot place in escrow all of the funds necessary to complete all of the offsite improvements, it has the option to construct the roads in phases instead of all at once.

If an actual proposed bond is submitted prior to Council meeting, it will be passed on for your review.

Findings:

Recommendation:

Deny. See detailed recommendation in the summary above.

Attachments:

1. Washington County Code re Improvement Guarantees
2. St. George City Code re Improvement Guarantees
3. Toquerville Code re Improvement Guarantees
4. Washington City Code re Improvement Guarantees

CHAPTER 7

GUARANTEE OF IMPROVEMENTS

SECTION:

11-7-1: Method Of Guarantee

11-7-2: Letter Of Credit Format

11-7-1: METHOD OF GUARANTEE:

Required subdivision improvements may be guaranteed in the following manner:

A. **Guarantee Required:** In lieu of the actual completion and acceptance by the county commission of the improvements required by this title and before approval of the final plat by the county commission, the subdivider shall guarantee the installation and construction of the required improvements free from defective material or workmanship and in compliance with all county standards.

B. **Form Of Guarantee:** Said guarantee shall be in the form of a cash bond or irrevocable letter of credit for an amount equal to one hundred twenty percent (120%) of the cost of improvements not previously accepted and as estimated by the developer's engineer and approved by the county public works director.

C. **Request For Final Inspection:** After the completion of all subdivision improvements, the subdivider shall make a written request to the county public works director for a final inspection. Inspection shall be made within eight (8) days from the date of request by the county public works director or the county road supervisor. A letter of final inspection shall be written within eight (8) days by the county public works director specifying the acceptability of all subdivision improvements, or if rejected, a letter stating the deficiencies.

D. **Release Of Guarantee:** Once all improvements are approved by the county public works director, any guarantee filed with the county therefor shall be released within five (5) days from the date of approval. In any event, the subdivider shall provide the county public works director with a letter of guarantee stating that all subdivision improvements will be maintained in a good state of repair and free from defective material or workmanship which becomes evident for one year from his request for final inspection, and will supply the bond as required in subsection G of this section. A two (2) year bond may be required pursuant to Utah Code Annotated section 17-27a-604.5, as amended.

E. **Installation Time Period:** All such improvements shall have been installed within a one year time period unless extended by the county commission for one additional year.

F. Partial Release:

1. A letter of credit or cash bond may be released in part, as progress payment for improvements, subject to the following conditions:

a. The developer shall submit to the county public works director, or other assigned county inspector, a request for payment against the letter of credit, showing to whom and for what amount the release is requested. Upon inspection by the county, and approval of the requested amount, the county will authorize the holder of the credit account to disperse the approved payments.

b. Said payment requests may be made upon completion of the various phases of development as follows:

(1) Complete water system installation, including any required storage facility, wells, hydrants or other improvements, etc.

(2) Complete road construction, including all survey monuments, traffic control and street name signs. Road construction shall also include storm drainage systems.

(3) Complete waste disposal system, as required.

(4) Staking of lot corners and any other required survey field work.

(5) Completion of utilities, including power, telephone, data transmission lines, and natural gas, if bonded by the developer.

2. Requests shall not be submitted more frequently than on a monthly basis. A minimum of twenty percent (20%) of each element shall be retained as required for the guarantee bond required in subsection G of this section.

G. **Retention:** In any event, twenty percent (20%) of the total amount of all improvements shall be retained until one year following completion of the project as a guarantee of quality of improvements. A cash bond or irrevocable letter of credit for twenty percent (20%) of the total amount of all improvements shall be filed prior to the release of the improvement bond.

H. **Cost Estimate For Improvements Prior To Final Recording:** For a developer who proposes to install improvements prior to recording a final plat, as provided by section 11-3-5 of this title, a cost estimate of improvements shall be submitted by the developer's engineer and approved by the county public works director prior to the start of construction, as the basis for determining the amount of the twenty percent (20%) guarantee bond that shall be posted upon final approval of the

improvements by the county. (Ord. 2011-1011-O, 8-2-2011)

11-7-2: LETTER OF CREDIT FORMAT:

A. The subdivider shall file with the county treasurer an irrevocable letter of credit from a duly chartered state or national bank or savings and loan institution on its official letterhead.

B. The form of the irrevocable letter of credit shall be substantially as follows:

Sample Letter of Credit

Irrevocable Letter of Credit No. _____.

Issued in _____, *on* _____.

City and State Date

APPLICANT: BENEFICIARY:

Name of Developer Washington County

Address of Developer 197 East Tabernacle

City, State, and Zip Code St. George, Utah 84770

AMOUNT: USD \$ 100,000., Date & Place of Expiration

(example)

One Hundred Thousand and No/100 Dollars

We hereby issue in favor of Washington County this documentary credit which is available by payment of your draft(s) drawn on us at sight bearing the number of this letter of credit accompanied by the following documents:

1. *Your signed statement reading precisely as follows:*

"We certify that the improvements on _____ Subdivision have not been completed as agreed."

2. *This original letter of credit.*

Note: If you have any questions about this letter of credit policy contact:

Washington County Treasurer

197 East Tabernacle

St. George, Utah 84770

(435) 634-5712

(Ord., 6-5-2000; amd. 2004 Code)

10-25D-5: IMPROVEMENT COMPLETION ASSURANCE AND WARRANTY:

A. Improvement Completion Assurance:

1. *When Required:* The city, in its discretion, may allow a subdivider to record the final plat if the subdivider guarantees the installation and construction of the required improvements free from defects in material and workmanship and in compliance with all city standards, by providing a financial improvement completion assurance and agreement which guarantees completion of the improvements within one (1) year of the date of final plat recordation.
2. *Form – Amount:* The improvement completion assurance required under this subsection shall be in the form of **cash (cash escrow), disbursement agreement (draw down) or an irrevocable letter of credit**, in a form acceptable to the city, for an amount equal to one hundred percent (100%) of the cost of improvements not previously accepted. The cost of improvements shall be approved by the city. All improvements not completed within one (1) year shall thereafter require an improvement completion assurance.
3. *Release:* The city shall release the improvement completion assurance under this subsection once all improvements are inspected and approved by the city as required by this title and the subdivider has submitted to the city a warranty in a form acceptable to the city.

B. Warranty Of Improvements:

1. *Required:* Each subdivider shall warrant that all improvements required under sections [10-25D-3](#) and [10-25D-4](#) shall be free from defects in material and workmanship and that the improvements are in compliance with all city standards. The warranty period shall start on the date the city approves all of the improvements pursuant to section [10-25D-2](#), and the subdivider provides the city with a warranty in a form approved by the city.
2. *Form – Amount:* The warranty required by this chapter shall be in the form of cash, disbursement agreement or an irrevocable letter of credit, under terms acceptable to the city.
3. *Release:* After the expiration of the warranty period, the city shall release the warranty held by the city under this chapter after the final inspection and acceptance of the improvements pursuant to section [10-25D-2](#).

C. Approval Of City Attorney: The form of any improvement completion assurance agreement or warranty submitted under this section shall be reviewed and approved by the city attorney or designee before acceptance by the city. (Ord. 2019-10-002, 10-10-2019; amd. Ord. 2020-11-011, 11-5-2020; Ord. 2022-07-009, 7-28-2022)

The St. George City Code is current through Ordinance 2023-041, passed December 7, 2023.

Disclaimer: The city recorder has the official version of the St. George City Code. Users should contact the city recorder for ordinances passed subsequent to the ordinance cited above.

[City Website: www.sgcity.org](http://www.sgcity.org)

[City Telephone: \(435\) 627-4000](tel:(435)627-4000)

[Hosted by Code Publishing Company, A General Code Company.](#)

10-19D-16: IMPROVEMENT REQUIREMENTS, GUARANTEE AND WARRANTY:

A. Improvements Required:

1. Developers of subdivisions, condominiums, master planned developments or any other development shall be required to design, construct and dedicate public improvements which are necessary to serve the development and connect to existing and future infrastructure. Public improvements shall be designed and constructed according to requirements of this chapter and all other city ordinances, and the standard specifications for design and construction.

2. Public improvements shall include, but not be limited to, street curb and gutter, landscaped park strips, sidewalks, streetscape buffer, project buffer, street paving, culinary water, secondary water systems, storm drainage systems, sanitary sewer systems, streetlights, street signs, fences, fire hydrants and utilities.

3. Impact and other fees and dedications associated with the development are also required in addition to the construction and dedication of public improvements required with the development.

B. Responsibility For Improvements:

1. Prior to final acceptance of public improvements by the city as prescribed in this chapter, the developer shall be responsible for the proper replacement, repair and maintenance of any public improvements associated with the development which were installed by the developer. The developer shall be obligated to the city to replace, repair and/or maintain any defective, damaged or deteriorating public improvements related to the development at his/her expense until the time that said public improvements are inspected and accepted by the city.

2. In the event that certain areas or structures are provided within the subdivision for private recreational use or as service facilities, the owner of such land and buildings shall establish an arrangement to assure a continued standard of maintenance consistent with the conditions of subdivision approval.

C. Improvement Guarantee: In order to ensure proper completion and maintenance of required improvements for a subdivision, condominium or master planned development in the city, the developer or owner shall enter into a security agreement for completion with the city or install improvements to city standards.

1. Security Agreement:

a. The developer/owner shall enter into a security agreement and provide a cash bond deposited with the city, an irrevocable letter of credit or an escrow security agreement for the improvements on the final plat or site plan as directed by the city council and/or city attorney. The improvement guarantee shall be posted prior to the city attorney signing of the final plat or site plan, and prior to recording of any accompanying documents. The security agreement shall be included in the recorded development agreement.

b. The cash bond, irrevocable letter of credit or escrow security agreement shall ensure the timely and satisfactory construction of all required public improvements, private streets and sidewalks, perimeter walls, and streetscape buffers and provide a guarantee for said improvements. The city engineer shall determine the amount of the improvement guarantee, which shall be one hundred twenty five percent (125%) of the estimated cost of the improvements.

c. The improvement guarantee may be reduced at intervals at the request of the subdivider as improvements are installed and accepted by the city as specified in the development agreement. No security shall be reduced below twenty five percent (25%) of the city engineer's estimated cost of the improvements to be installed until final acceptance by the city council following the warranty period.

2. Installation Of Improvements:

a. The developer/owner may install improvements after approval of the final plat and recording of the development agreement in lieu of bonding for required improvements.

b. A restoration bond equal to one hundred twenty five percent (125%) of the city engineer estimate per platted lot for the project or phase of the project being constructed. This bond shall be posted prior to construction of any improvements in accordance with the recorded development agreement. This restoration bond is intended to protect the city from unfinished improvements that may create safety hazards or nuisance and debris problems.

c. All improvements shall be completed in accordance with approved construction drawings as required by this chapter and shall be approved by the city engineer prior to the recording of the final plat.

D. Warranty Period: The warranty period for public improvements shall commence on the date that all city required improvements associated with the development have been completed to the satisfaction of the city and a final inspection thereof has been made approving the same. The warranty period shall commence at that date and shall continue for one year thereafter for all improvements. If any deficiencies are found by the city during the warranty period in materials or workmanship, the developer shall promptly resolve such defects or deficiencies and request the city engineer to reinspect the improvements. If the defective or deficient improvements are not corrected, the city will give notice to the developer of the action to file on the security agreement for completion of the improvements. At the end of the one year period, as applicable, the developer shall request the city staff to make a final warranty period inspection of all improvements. If the city engineer verifies that the improvements are acceptable, the security posted by the developer under the security agreement shall be released. (Ord. 2012.04, 1-18-2012)

10-5-4: GUARANTEE OF IMPROVEMENTS:

In lieu of the actual completion and acceptance by the city council of the improvements required by this title and before approval of the final plat by the city council, the subdivider shall guarantee the installation and construction of the required improvements within two (2) years from the date of approval of the final plat and that the improvements shall be maintained in a state of good repair, free from defective material or workmanship, for a period of twelve (12) months from the date of completion by one or more of the following methods:

A. **Bond:** The subdivider shall furnish and file with the city recorder a bond with corporate surety in an amount equal to the cost of the improvements not previously installed, as estimated by the city's public works director or his/her assigned designee, to assure the installation and construction of such improvements within twenty four (24) months immediately following the approval of the subdivision plat by the city council, which bond shall be approved by the city council and city attorney, and which bond shall guarantee that the improvements shall be maintained in a state of good repair, free from material and workmanship defects, for a period of twelve (12) months from the date of completion. After twelve (12) months following the completion of the improvements for which a surety or cash bond has been filed, the subdivider shall call for inspection by the public works director or his/her assigned designee, such inspection to be made within five (5) days from the date requested. If inspection shows that the standards and specifications have been met in completion of such improvements, the bonds therefore shall be released within fourteen (14) days from the time of inspection.

B. **Escrow:**

1. The subdivider shall deposit with any insurance company, bank or savings and loan institution in an escrow account and amount of money equal to at least one hundred twenty five percent (125%) of the costs of the improvements required by this title not previously accepted by the city. The costs of the improvements not accepted and not installed or constructed shall be determined by the city's public works director or his/her assigned designee. The escrow agreement shall be subject to approval by the city attorney and shall be signed by the subdivider, the city and the escrow holder, and shall contain substantially the following language:

Agreement

The undersigned hereby promises and warrants that it has on deposit in an escrow account for the benefit of _____ (name of municipality), the sum of \$ _____ which represents at least 125% of the estimated costs of the improvements not accepted by the municipality and not constructed or installed by the developer of the _____ subdivision.

The undersigned hereby agrees that the foregoing sum of money shall be used exclusively for the purpose of paying for the costs of materials, and construction and installation of the improvements required by the municipality's subdivision ordinances. The undersigned further agrees that the money held in an escrow account shall be paid out to the contractors installing and constructing the required improvements only upon an order executed by the subdivider and by an authorized officer of the municipality.

The subdivider shall not withdraw from the escrow account any amount in excess of 100% of the estimated cost of the improvements, but shall pay from other sources any costs for such improvements which exceed 100% of the costs estimated by the engineer.

A sum equal to 25% of the estimated costs of improvements shall remain with the escrow holder for a period of one year after all improvements are made and completed.

If after two years, all or any part of the required improvements are not installed, constructed and maintained, according to the standards required in the municipality's subdivision ordinance, the municipality shall notify in writing the subdivider and the escrow holder of the defects and shall make demand on the subdivider that the defects be corrected. If the defects are not corrected within 30 days, the municipality may correct the defects and charge to the escrow holder the costs of correcting the defects.

The escrow holder shall on receiving reasonable proof from the municipality of the defect and that the municipality has incurred the cost of correcting the defect, pay to the municipality from the escrow account the cost of correcting the defect and the escrow holder shall be held harmless by the parties by reason of the payment to the municipality.

If, after one year after the council has accepted the improvements required by its subdivision or finance, the required improvements remain substantially free from latent defects, the municipality shall certify such fact to the escrow holder and the escrow holder shall release to the subdivider any money still held in the escrow account and the escrow holder shall be discharged of its obligations to the municipality.

(Authorize Signature)

2. The escrow agreement may contain such additional provisions as the parties deem necessary.

C. **Irrevocable Letter Of Credit:**

1. The subdivider shall file with the city an irrevocable letter of credit from a duly chartered state or national bank or savings and loan institution which letter shall contain provisions substantially similar to the required in the escrow agreement.

2. The form of the irrevocable letter of credit shall be substantially as follows:

Name of Bank

Address

Irrevocable Letter Of Credit

To: Name of Municipality Date

Municipal Council Letter of Credit No.:

Gentlemen:

We hereby establish our irrevocable letter of credit in your favor for the account of _____ (insert name of subdivider, subdivider's address) up to the aggregate amount of \$ _____ (insert amount available by your drafts) drawn at sight on _____ (insert name of bank, address of bank) accompanied by _____ (here insert terms which give municipality control over payments). The terms would ordinarily read:

A statement signed by an officer of _____ (name of municipality) dated not later than _____ (insert estimated completion date plus a couple of months leeway) as follows:

We certify that the on site improvements related to the _____ (insert name of subdivision) have not been completed in accordance with municipal ordinances and that this drawing represents the amount necessary to complete those on site improvements.

We hereby agree with drawers, endorsers and bona fide holders that all drafts under and in compliance with the terms of this credit will be duly honored upon presentation and delivery of documents as specified to the drawee or drawn and presented for negotiation on or before _____ (insert completion date above set forth) at our bank.

Very truly yours,

(Authorized Bank Officer Signature)

D. **Deposit With City:** The subdivider shall deposit with the city a sum equal to one hundred ten percent (110%) of the costs of the required improvements not installed, constructed or accepted by the city. The subdivider shall have the right to draw against the account with the city all sums to one one hundred percent (100%) of the total account, which shall be paid to the order of persons installing, constructing or maintaining the improvements. The city shall hold the additional ten percent (10%) to guarantee that the improvements are installed, constructed and maintained until acceptance by the city. The city may, after making written demand on the subdivider in a manner required above, install construct or repair the improvements and pay such costs from the subdivider's account. The city shall refund any sums remaining in the subdivider's account after the city council accepts the improvements. ()

E. **Corporate Assurance:**

1. In lieu of the methods outlined in subsection A through D of this section, the city may accept a corporate assurance accompanied by audited financial statements, from a subdivider, whose company's net assets are worth a minimum of fifty million dollars (\$50,000,000.00). The audited financial statements shall be reviewed by the city auditor prior to any acceptance by the city of the corporate assurance form. Acceptance of a corporate assurance in lieu of the other methods outlined shall be at the sole discretion of the city. The corporate assurance shall be in a form acceptable to the city.

2. In the event the city accepts the corporate assurance, the subdivider shall submit audited financial statements on an annual basis thereafter for approval by the city until the improvements are complete. If at any time the city deems itself insecure after review of the audited financial statements, the city shall send notice to the subdivider that the city has rejected the audited financial statements and require the subdivider to provide another method to guarantee the improvements pursuant to this section. (Ord. 80-4, 6-18-1980; amd. Ord. 93-27, 10-27-1993; Ord. 99-27, 10-20-1999; Ord. 2019-20, 11-13-2019)



STAFF COMMENTS

Mayor, Council, and Staff reports

Discussion:

Link to Mosquito Control video <https://youtu.be/fw4JvqSrbCc?si=oiDX37CovvGV71up>

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

Closed Meeting held pursuant to Utah Code section 52-4-205, upon request

Discussion:

Findings:

Recommendation:

Attachments:

None