



HURRICANE CITY

UTAH

Mayor

Nanette Billings

City Manager

Kaden DeMille

City Council

David Hirschi
Kevin Thomas
Clark Fawcett
Drew Ellerman
Joseph Prete

Hurricane City Council Meeting Agenda

June 19, 2025
3:30 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.

3:30 p.m. Work Meeting

1. Discussion regarding the zoning of Canyons RV
2. Agenda Summary

4:00 p.m. Joint Work Meeting with the Planning Commission

1. Discussion regarding the exterior designs and the amenities around the Civic Center public facilities and PDO Zone change recommendations

5:00 p.m. Pre-meeting

6:00 p.m. - Call to Order

Prayer

Thought

Pledge of Allegiance

Declaration of any conflicts of interest

Minutes of the Regular City Council Meeting for April 17, 2025 and Special Meeting April 21, 2025

Recognition of Scouts for the completion of their Eagle Scout projects

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 12:00 p.m. the Tuesday one week before the Council meeting.

OLD BUSINESS

1. Consideration and possible approval of a **Development Agreement with the Zion Regional Medical Center** to allow, among other terms, an increased height limitation of 85 feet for a proposed hospital building on property zoned Highway Commercial (HC); Parcel Numbers H-3-2-6-1406-GS1, H-3-2-6-1407, and H-3-2-6-1408-GS2; ZRMC Operating LLC, Applicant; Jared Cox and Karl Rasmussen, Agents

NEW BUSINESS

1. Consideration and possible approval of an **appeal on the denial of a vacation rental license** - Lanelle Butterfield
2. Consideration and possible approval of a **Development and Power Line Extension Agreement** with WPP Hurricane Land, LLC.
3. Consideration and possible approval of **Resolution 2025-28 Approving Amendments to the Transmission Service Agreement** for the Central-St. George Transmission Project - Mike Johns
4. Consideration and possible approval of a **Reimbursement Agreement with Falcon Crest, LLC** for improvements made to 1500 South. -Arthur LeBaron
5. Consideration and possible approval of **adjusting City contributions** for Tier II Hybrid Employees' retirement - Sel Lovell
6. Consideration and possible approval of **Zone Change Amendment Ordinance ZC25-14**, a zone change request located at 2085 S 700 W from Single Family Residential R1-15 to General Commercial; parcel number H-3-2-10-2308; Michael and Aimee Carnell, Applicants
7. Consideration and possible approval of **Zone Change Amendment Ordinance ZC25-15**, a zone change request located near 3700 W Bash Parkway from Single Family Residential R1-8, Public Facility; parcel number H-4-2-12-1213-GS1; Western Mortgage and Realty Co - Tim Tippett, Applicant, Karl Rasmussen, Agent
8. Public Hearing to take comments on the following:
 - a. 2025-2026 Fiscal Year Budget
 - b. Proposed amendments to the 2024-2025 Fiscal Year Budget
9. **Public Hearing** to take comments on the following:
 - a. Wage increases within the 2025-2026 Fiscal Year Budget of up to 11% for all executive municipal officers as defined in Utah Code 10-3-818
10. Consideration and possible approval of **Resolution 2025-26 approving the 2025-2026 Fiscal Year Budget**
11. Consideration and possible approval of **Resolution 2025-27 approving and adopting amendments to the 2024-2025 Fiscal Year Budget**
12. Mayor, Council, and staff reports
13. 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

Agenda Summary for Hurricane City Council June 19, 2025

3:30 p.m. Work Meeting

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4:00 p.m. Joint Work Meeting with the Planning Commission

Discussion regarding the exterior designs and the amenities around the Civic Center public facilities

5:00 p.m. Pre-Meeting

6:00 p.m. Call to Order

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Recognition of Scouts for the completion of their Eagle Scout projects

Old Business

1. This item was continued at the June 5, 2025, City Council meeting to allow the applicants time to prepare a graduated building height proposal for the medical buildings that are not expected to be 85 feet tall. The applicants have submitted a plan that proposes to guide the building heights of the future buildings based on their distance from the State Route 9 right-of-way. – Gary Cupp

The draft development agreement has been amended based on the applicant's proposal as follows: (1) medical buildings within 200 feet of SR-9 will not exceed 55 feet; (2) medical buildings more than 200 feet from SR-9 will not exceed 70 feet; (3) one hospital building more than 200 feet from SR-9 is permitted to be up to 85 feet in height; (4) the agreement will expire if a building permit for a medical building is not issued within 5 years. – Dayton Hall

New Business

1. This item is an appeal of the City's denial of a business license for a whole home vacation rental in a single-family zone within the Dixie Springs area. The basis for the City's denial of the license is Hurricane City Code ("HCC") section 10-51-13(D)(1), which states that "no new or additional whole home vacation rentals shall be permitted or licensed within any single-family zones...." The applicant previously held a whole home vacation rental license for the subject property from 2017 until it expired on February 28, 2025, and was forfeited under the ordinance on April 14, 2025, due to a failure to renew within 45 days after expiration. HCC section 3-1-5(C)(2) states that "Any licensee shall forfeit the right to renew a license

if the licensee does not complete [the renewal checklist] prior to 45 days after the expiration date of the license....”

The applicant expressed a desire to appeal the forfeiture to the City Council, and City staff advised that the applicant had the right to apply for a new license and appeal the denial to the Council, which is what has happened to place this appeal on the Council’s agenda.

City staff have verified that the normal procedures were followed to provide the applicant with notices and reminders of the renewal requirement. Prior to the forfeiture, City staff mailed to the applicant’s address on file the renewal notice, reminder, delinquent notice, and final failure-to-renew notifications, all of which were returned as undeliverable. City staff verified that the applicant’s mailing address on file matched the address used for utility billing, and utility bills were not returned as undeliverable, indicating successful delivery to that address. On June 3, 2025, the owner contacted the City to update their mailing address and was informed that their license had been forfeited and was no longer valid. The applicant has no prior history of late payments.

In responding to the appeal, the Council has two options: (1) deny the appeal and uphold the forfeiture under the applicable ordinances or (2) grant the appeal and allow a whole home vacation rental business license to be reinstated for the property located at 3470 W 2530 South. The City Council has previously granted a grace period for existing bookings when a vacation rental license is revoked or denied, which should be discussed if the appeal is denied. – Dayton Hall

2. This agenda item is for the approval of a contract that details a developer's obligation to provide power capacity to a development as a condition of future preliminary plat approvals. The property proposed for development is part of the former Collina Tinta development that was subject to a 2006 development agreement, but this property is now referred to as Black Ridge. The property is generally located south of the Zion Vista development, east of Sullivan's Knoll, and West of 1100 West and the Three Falls Substation. The 2006 development agreement, which is still valid, requires that developers of the property provide power capacity to the property as a condition of development. The 2006 development agreement permits approximately 1900 units. The proposed agreement clarifies that the developer will meet this obligation by (1) constructing a distribution line from the Sky Mountain substation site to the project along 2260 West and Rlington Parkway and then (2) constructing a distribution line from the Three Falls substation to the project.

The Power Board discussed this item on June 11, 2025, and unanimously recommended approval of the proposed Development and Power Line Extension Agreement with WPP Hurricane Land, LLC. -Dayton Hall

3. Resolution 2025-28 Approving Amendments to the Transmission Service Agreement for the Central-St. George Transmission Project – this will be updated with a summary when provided.

4. The City has issued at least 15 building permits for homes along 1500 South prior to the development of the Hurricane Fields Estates Subdivision without requiring road improvements. For years 1500 South remained a gravel road. When the Hurricane Fields Estates project was proposed it was determined that 1500 South needed to paved according to Hurricane City Ordinance. Because 1500 South is a master planned roadway and is already serving a number of existing homes, a large portion of the paving and associated work was deemed a system improvement and thus eligible for reimbursement through impact fees.

The total amount recommended by the City Engineer for reimbursement is \$124,114.10. This figure has been presented to the developer and agreed upon. The City Attorney has drafted the reimbursement agreement and it is recommended for approval by Staff. – Arthur LeBaron

5. Due to the URS tier II hybrid member contribution rate increasing to 0.81% from 0.70% last year, we are proposing that Hurricane City cover the amount tier II hybrid employees will lose from their paychecks. This was done in the form of a miscellaneous bonus last year and we are proposing the same this year. – Sel Lovell
6. The applicant is seeking a zone change from Single Family Residential R1-15 to General Commercial (GC) on a one-acre parcel located along 700 West, between Frog Hollow Storage and the Angell Heights Storage facility. The applicant has converted an existing residential garage into a multi-chair, commercial beauty salon without building permits. Commercial salons are not permitted land uses in single family residential zones, and the applicant has requested approval of a zone change to General Commercial to legalize the business. The applicant currently resides in the existing house to which the salon is attached and wishes to continue living in the home following the zone change, which is not allowed in commercial zones. The GC zone would allow the commercial salon use, but it does not permit the residential use of the property; therefore, a development agreement will be required to allow a simultaneous non-conforming residential use jointly with the commercial business activity.
A public hearing for the item was held at the June 12, 2025, Planning Commission meeting. One public comment in support of the proposed zone change was received. The Planning Commissioners discussed the proposal and voiced overall support since the property is surrounded by light industrial and civic land uses. The Planning Commission also supported the development agreement to allow the property owners to continue to live in the residence and recommended that residential use of the house be allowed to continue permanently as a condition of the agreement. The Commission also recommended that staff consider a code update to the home-based business ordinance to possibly allow more than one chair for home-based salons. The Planning Commission unanimously recommended the City Council approve the zone change request.

Findings

- While the application does not strictly conform to the General Plan Map designation of Single Family, the commercial nature of the proposal supports the goals and recommendations of the General Plan.
- Due to the light industrial and civic uses in the area, the zone change is not out of character and is generally harmonious with the surrounding development pattern and long-term planning vision.
- In light of the small size of the property and the applicant's intent to legalize the salon use, the zone change is unlikely to present any adverse impacts on adjacent residential development.
- Public services are adequate to serve the property.

Staff recommends approval. – Gary Cupp

7. The applicant is requesting a zone change from Single Family Residential R1-8 to Public Facility (PF) on a 1.1 acre piece of property to allow for the future construction of a power substation for Dixie Power. The property is located near the Strawberry Fields Estates subdivision and is part of the Gateway to Sand Hollow Public Infrastructure District (PID).

A public hearing for the item was held at the June 12, 2025, Planning Commission meeting and no public comments or objections were received. The Planning Commission had no discussion and did not express any concerns about the project, and unanimously recommended that the City Council approve the requested zone change.

Findings

- The proposed amendment is compatible with the goals and policies of the General Plan pertaining to public facilities.
- The proposed amendment is in harmony with the overall character of the existing development.
- Provision of public utility infrastructure is not considered an adverse impact.
- Public facilities for the site are adequate.

8. Public Hearing on the following:
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9. Public Hearing on the following:
 - a. Wage increases within the 2025-2026 Fiscal Year Budget of up to 11% for all executive municipal officers as defined in Utah Code 10-3-818

10. The Final General Fund Budget documentation, and a note that we have a potential 3% COLA/Merit increase in January and some wage changes in July that were brought to our attention by HR and approved by the Mayor:

- Mayor and Council
 - a. Moved the \$20,000 Small Business Assoc. commitment in this fund and proposed a 4% wage increase along with our part-time employees.
- Clerk
 - a. This was the approved position for utilities.
- Non-Dept.
 - a. Planning on transferring \$210,000 to help the new airport 21 fund.
- Building and Grounds
 - a. This is where we plugged in a payment/savings amount for the City Campus.
- Animal Control
 - a. An employee moved back from Police to AC, so this is mostly a position that increased the change.
- Streets
 - a. Keeping maintenance costs for streets on the rise.
- PW
 - a. Due to Weston moving over from Streets.
- Emergency Management
 - a. Not really doing much with this right now.
- Recreation
 - a. Programs have been increasing and expanding.
- Swimming Pool
 - a. Plan on closing next season for new pool construction.
- Community Center
 - a. Repair costs.
- Gym
 - a. New fund.
- Peach Days
 - a. Costs are increasing and approved shade tent.

The City-Wide documentation shows the increase/decrease in all the funds in the city. We are currently at a \$118 million dollar budget!

Majority of this is due to huge water projects in the city, power expansion, and golf pro-shop renovations. – Paige Chapman

11. The Final Amendment Budget document:

- We are planning on transferring out of general fund balance up to \$4 million, this is to make sure that our fund balance remains below the 35% threshold for the audit.
 - This money will go to the lease fund, saving for committed projects (Bradshaw house equipment, etc.), fund our airport fund and maybe pay off bond early, pay down the MBA fund, and save for our City Campus.
- Most of the revenue in our city-wide amendments show how much we've been growing along with high interest rates for savings. We have also been getting grants for projects like, Frog Hollow, PI and Culinary.
- The highest expenses in amendments is coming from Fund 50 PI and 51 Culinary.
 - Due to huge projects like our secondary line extension and culinary system upgrade. – Paige Chapman

12. Mayor, Council, and staff reports.

13. Closed Meeting upon request.

1 Minutes of the Hurricane City Council meeting held on April 17, 2025, in the Council Chambers
2 at 147 North 870 West, Hurricane, Utah at 3:30 p.m.

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

5
6 **Members Excused:** Drew Ellerman

7
8 **Also Present:** City Manager Kaden DeMille, City Attorney Dayton Hall, Police Chief Kurt Yates,
9 Assistant Public Works Director Weston Walker, City Planner Gary Cupp, Assistant Planner Fred
10 Resch III, Power Director Mike Johns, Recreation Director Tiffani Wright, City Engineer Arthur
11 LeBaron, Water Superintendent Ken Richins, Finance Manager Paige Chapman, Parks
12 Superintendent Darren Barney, Power Representative Jared Ross, and HR Director Sel Lovell.

13
14 **AGENDA**

15 **3:30 p.m. Joint Work Meeting with the Planning Commissioners**

16 1. Discussion with Washington County Water Conservancy District regarding Ultra Water
17 Efficient Development Proposal

18 Planning Commissioners present: Kelby Iverson, Brad Winder, Mark Sampson, Paul Fathering,
19 Shelley Goodfellow

20 Doug Bennett presented the Council with the Washington County Water Conservancy District's
21 proposal for Ultra Water Efficient Development. He explained they are looking to come up with
22 a new impact fee that would be smaller for someone with a smaller water footprint. The
23 purpose of this proposal is to encourage people to use less water than the current standard.
24 This is adaptable to various lot sizes. Because these developments would have less of an
25 impact, it would be the City's discretion if secondary water was required. If secondary water
26 isn't required, then it would save money on the overall cost of the home. He stated this
27 proposal will be a requirement in the County jurisdiction, but each municipality will get to
28 choose if they adopt it. Mr. Bennett stated they are asking developers to put CCR's in their
29 development to ensure these water standards continue. Dayton Hall clarified if a city adopts
30 this proposal, then they would be required to adopt a new surcharge. Mr. Bennett explained it
31 would be based around a billing approach that the city is already doing for secondary water. He
32 stated they are trying to find a way to encourage people to change or eliminate salt-based
33 water softeners because as water is recycled that salt water will be the biggest contamination.
34 He stated lawns are the biggest consumer of water. They are proposing each home limits the
35 drip irrigation area. Swimming pools are not allowed on individual lots, but community parks
36 are encouraged for residents to enjoy. Mr. Hall pointed out Hurricane City code doesn't
37 currently address these community parks so before the District gives a reduction in the impact
38 fee, he asked if there would be an agreement between the City and the District on the
39 requirements of the park. Mr. Bennett stated no. Mr. Hall asked how it would be required or

40 enforced. Mr. Bennett stated the city might not be able to compel it, but the developer may
41 propose it. Mr. Hall stated he thinks a development agreement would be required to make this
42 work. Mr. Bennett stated they wouldn't go to the District until everything has been approved
43 with the City.

44 Mr. Bennett showed a model on water bills for each surcharge. Councilman Thomas stated it is
45 easy for the developer to ask for this discount but the people that are moving here have no
46 choice because that will be the only thing available. Mr. Bennett pointed out there are always
47 new or existing homes to purchase. He stated there is no snowpack in the Virgin River basin.
48 They have a prediction the river will flow at 30 % of its normal rate and that is our sole source
49 of supply. Councilman Prete questioned if this money should be used for more development of
50 water rather than offering a smaller impact fee. Mr. Bennett stated there is no other water to
51 develop. He thinks the most important thing we can do right now is conserve, work on the
52 reuse projects, and build more reservoir storage. He mentioned there will be a tour to Chief
53 Toquer to see the progress, but they don't anticipate it holding water until 2028. There will be a
54 workshop at the end of the month to discuss water leaks.

55 Mr. Bennett presented findings from a recent survey conducted among elected officials and
56 technical staff across Washington County regarding drought preparedness and water
57 conservation strategies. The focus was on a proposed drought response plan featuring four
58 progressive stages—Stage 1 (Caution), Stage 2 (Restriction), Stage 3 (Alarm), and Stage 4
59 (Crisis)—based on precipitation, stream flows, and reservoir storage levels.

60 Currently, conditions place the region in Stage 1, which emphasizes public awareness and
61 voluntary conservation. He highlighted the risks of complacency as spring progresses, noting
62 concerns about premature overwatering. Survey results showed general alignment between
63 elected officials and technical staff on when specific water use restrictions should be
64 implemented, though elected officials tended to support earlier action. Measures discussed
65 included limiting irrigation frequency, enforcing existing water waste policies, and delaying
66 certain development activities in advanced drought stages.

67 A key finding was a strong consensus (average response of 8.7/10) that all cities in the region
68 should coordinate their drought response efforts to maintain consistency and public trust. The
69 Advisory and Administrative Committee (AAC), which includes local mayors and city managers,
70 will review the proposed plan and make a recommendation to the Water District Board, which
71 holds authority to declare drought conditions. Emphasis was also placed on considering
72 economic impacts when selecting conservation measures, ensuring actions are both effective
73 and equitable.

74 Mr. Bennett stated a topic of debate within the committee was whether municipalities should
75 periodically report water use reductions for city facilities. Elected officials expressed strong
76 support, emphasizing the importance of transparency and communicating conservation efforts
77 to residents. In contrast, technical staff voiced concern over additional reporting burdens, citing
78 existing state reporting requirements. It was clarified that no new formal reports are being

79 proposed; rather, the intent is to share information during drought periods to enhance public
80 understanding and encourage participation.

81 He summarized that while there is overall alignment and consensus on many drought
82 measures, some areas—such as golf course and park policies—may require further refinement
83 and public input. There is strong agreement that cities should adopt a unified drought response
84 plan. Measures with significant economic impact were generally favored for implementation in
85 later drought stages; however, he cautioned that insufficient action early on could lead to more
86 severe impacts in later stages, affecting both the economy and quality of life.

87 The AAC will review proposed incremental measures aimed at achieving water use reduction
88 goals within each drought stage. Landscaping, which accounts for over half of regional water
89 use, will be a key focus. Mr. Bennett also recommended further discussion with the golf
90 industry to explore collaborative, goal-oriented strategies, and suggested engaging the public
91 on how water use restrictions should apply to public spaces (e.g., parks) versus private
92 decorative areas (e.g., business frontage lawns). Dayton Hall clarified that the District would
93 want each city to adopt the principles of this plan. Ken Richins stated for areas that aren't
94 going to be watered he thinks the City should adopt these Ultra Efficiency Standards.

95 **5:00 p.m. Pre-meeting - Discussion of Agenda Items, Department Reports**

96 Darren Barney addressed the recent email regarding the condition of Dixie Springs Park. He
97 explained that the park has experienced ongoing issues with its irrigation system since
98 installation. Approximately two weeks ago, a filter failed, resulting in significant flooding and
99 damage. A new, upgraded filter has been ordered along with a regulator and pressure reducer;
100 however, these parts have not yet arrived. As a result, the irrigation system remains off, but
101 restoring water service is a top priority once the new components are received. Staff continue
102 to focus on seasonal tasks, including preparing the baseball fields, cleaning landscape medians,
103 and readying the splash pad for public use. He stated Matt Politte, the City's utility locator, will
104 be transferring to the Parks Department to serve as the department's mechanic.

105 Ken Richins reported that Gardner Drilling will be starting on Goulds Wash Well in the next
106 couple of weeks. He explained they will put up some barriers so hikers can still access the
107 trailhead while they are drilling. There will be a pre job for the Sky Ranch Water Tank and if the
108 Council awards the bid tonight for the Dixie Springs Well then there will be a pre job for that
109 too. The irrigation project is moving forward and doing really well.

110 Chief Yates reported that two Hurricane City officers will attend SWAT school next week—
111 commonly referred to as "Hell Week"—as part of their preparation to join the SWAT team. A
112 third officer, who is a lateral transfer and has already completed the training, will also be
113 joining the team. Chief Yates stated that this specialized training is a valuable asset to the
114 department, as the trained officers are able to share their knowledge and skills with the rest of
115 the team. He also noted that the department is preparing for a particularly busy week with
116 both the Washington County Fair and the Easter Car Show taking place.

117 Sel Lovell reported that there are currently six open positions within the City. Interviews for the
118 Power Director position are expected to be scheduled soon.

119 Tiffani Wright commended the various city departments for their support with the Recreation
120 Center. She reported that the current show is going very well and that pool staff hiring is nearly
121 complete. The pool is scheduled to open once the school year ends. She also announced that
122 the Easter Egg Hunt will take place this Saturday at Three Falls Park. Mayor Billings added that
123 the State of the City Address is scheduled for April 28th at 7 p.m.

124 Jared Ross reported a power outage occurred today in the Sky Ranch area. He noted good
125 progress is being made on work along 2800 West. Additionally, the team plans to relocate
126 transformers from the Anticline Substation next week.

127 Sam Lyttle stated that the Streets Department has been busy working on 3000 South and
128 preparing for the Easter Car Show. The chip seal and slurry seal projects are progressing well.
129 Weston Walker explained that 1100 West was temporarily closed to install drain culverts at the
130 Frog Hollow crossing and reviewed the roads scheduled for chip and slurry sealing. Mr. Lyttle
131 also noted that weed spraying is underway.

132 Weston Walker reported that the 100 North and 2050 S. projects are progressing. JUC held a
133 couple preconstruction meetings this week.

134 Arthur LeBaron stated that the City has obtained the permit for the State Street cleanup.
135 Volunteers aged 14 and older can meet at either the Community Center or Walmart to
136 participate. He also noted that the sign approved by the Council for the SR-7 overpass is larger
137 than UDOT's standard allows. He has contacted UDOT to request an exception. Additionally, he
138 discovered an electrical box near the proposed sign location but is still assessing the cost
139 implications. He is collaborating with the County on a grant application for a feasibility study on
140 a multi-jurisdictional paved trail along the Virgin River Canyon.

141 Gary Cupp explained that oversight of blasting is delegated by the Fire Marshal to the local fire
142 district, with permits containing strict requirements that are enforced. Mayor Billings added
143 that blasting requires seismic monitoring by a separate company and the Fire Marshal's
144 presence during the blast. Weston Walker noted ongoing communication with the fire district
145 and that seismograph reports are being shared, indicating thorough compliance. Mr. Cupp
146 reviewed questions from the previous meeting regarding whether the City should increase its
147 involvement in blasting oversight. After researching surrounding cities' practices, he does not
148 recommend further City action as current regulations are adequate. Councilman Hirschi
149 confirmed that City Attorney Dayton Hall agrees. Mr. Cupp then presented on impact fees,
150 describing them as one-time charges on new developments to offset their impact on public
151 infrastructure, governed by the 1995 Act. Impact fees must be spent within six years and can
152 fund water systems, wastewater, stormwater, power, roads, parks, trails, and public safety
153 facilities. They cannot be used for jails, fire vehicles, fixing existing deficiencies, increasing
154 service levels, or ongoing operations and maintenance, nor can they be applied to the general
155 fund.

156 Fred Resch III provided an overview of the recent legislative session, noting that 582 bills were
157 passed, approximately 25 of which relate to land use. He focused his update on those bills that
158 will directly impact municipal planning and zoning practices.

159 Mr. Resch III reported the following highlights:

- 160 • **Transportation Planning (SB 195):** Cities located within Metropolitan Planning
161 Organizations, including Hurricane, are required to update their transportation master
162 plans by July 1, 2027. These updates must identify priority connections to address
163 physical impediments (such as waterways or cliffs), include cost estimates, and identify
164 potential funding sources.
- 165 • **Moderate Income Housing (HB 37):** While most housing plan requirements remain
166 unchanged, a new compliance pathway was introduced. Cities that adopt one option
167 from a new sub-menu of affordable homeownership strategies will meet the state's
168 requirements for three years. Options include investment zones, density bonuses, and
169 preferential buyer programs for essential workers.
- 170 • **Omnibus Housing Bill (HB 368):** This comprehensive bill introduces several changes:
 - 171 ○ Requires expedited review of identical house plans.
 - 172 ○ Mandates a 3-day screening period and a 14-day review timeline for building
173 permits.
 - 174 ○ Limits when stormwater pollution prevention plans (SWPPP) can be required.
 - 175 ○ Requires bonds for public improvements to be released within 15 days of
176 completion and that all earned interest be returned to the applicant.
 - 177 ○ Defines "ministerial" land use updates that only require website posting, rather
178 than public noticing.
- 179 • **Land Use Appeals:** Public hearings are no longer permitted for land use appeals, as they
180 are considered quasi-judicial proceedings. This change is already reflected in current
181 City practice.
- 182 • **Maintenance of Public Improvements:** Cities may not require HOAs or other entities to
183 maintain public trails or utilities in perpetuity, with exceptions for standard
184 infrastructure like park strips and water/sewer lines.
- 185 • **Transfer of Development Rights (TDRs):** A new provision allows for TDRs between
186 jurisdictions, contingent on interlocal agreement. Hurricane's size likely makes cross-
187 jurisdictional participation unnecessary.
- 188 • **Parking Requirements (SB 181):** Establishes standardized parking space sizes for single-
189 family homes, duplexes, and townhomes. Tandem spaces must be accepted, and
190 garages cannot be required for affordable, owner-occupied housing. A minor

191 adjustment to Hurricane's ordinance may be necessary regarding multifamily tandem
192 parking.

- 193 • **Private Airports (HB 44):** Cities must now record notice with the County Recorder for all
194 properties within 2,500 feet of significant private airport runways, as determined by
195 UDOT.
- 196 • **Security Improvements for Protected Persons (SB 340):** Individuals under credible
197 threat may install certified security improvements exempt from local regulations,
198 provided they are approved by the Department of Public Safety. This bill is not expected
199 to have major local implications.
- 200 • **New Business Classifications (SB 179):** Cities are required to adopt an ordinance
201 outlining the process for evaluating new or unlisted business uses. The ordinance must
202 include a defined timeframe for City Council consideration and allow for appeals, which
203 may require clarification due to inconsistencies in state law.
- 204 • **Short-Term Rentals:** Listings may be used as evidence of illegal use when supported by
205 other documentation. Cities may request listing platforms to remove illegal listings and
206 may also use listing data for tax compliance. It remains to be seen how cooperative
207 platforms will be in removing such listings.
- 208 • **Billboards:** New regulations govern billboard relocations resulting from highway
209 expansions. These changes may become relevant during future SR-9 projects but have
210 limited immediate impact.
- 211 • **Gravel Pit Operations:** Gravel operators may expand onto contiguous land owned prior
212 to May 7, 2025, without municipal approval, provided safety requirements are met.
213 Most local gravel operations are already built out or approved.

214 In conclusion, Mr. Resch III noted that while many bills were passed, relatively few require
215 immediate ordinance changes. Most impact administrative procedures or specific situational
216 responses. He also encouraged a review of the recently released Utah State Housing Plan,
217 which is expected to guide future legislative efforts.

218 **6:00 p.m. - Call to Order –**

219 Mayor Billings welcomed everyone and called the meeting to order.

220 Prayer: Robert Iverson

221 Thought & Pledge: Julie Iverson

222 Declaration of any conflicts of interest

223 None declared.

224 **Public Forum – Comments From Public**

225 Myrna Trump, representing the Hurricane Peach Days Committee, informed the Council that
226 2025 marks the 100th anniversary of the "H" on the hill, first placed in 1925. To celebrate,

227 Hurricane High School will continue its tradition of the “H Run” the Friday before school starts.
228 She explained students run from the high school to the “H” and back, with alumni and parents
229 lining the streets upon their return. Mrs. Trump asked the City to help promote the event on its
230 website and social media, encouraging the community to come out around 8:00 a.m. to cheer
231 as the students return for breakfast. The school is also seeking donations from alumni to
232 provide athletes with a commemorative 100-year “H Run” shirt featuring the slogan *“Loyal to*
233 *the Soil – Hurricane City.”* Community members may also be invited to join the breakfast with a
234 donation.

235 Councilman Fawcett asked whether the City would be making a donation. Mayor Billings
236 recommended placing the item on a future agenda for discussion and a formal decision.

237 **OLD BUSINESS**

238 **1.** Consideration and possible approval of Ordinance 2025-04 Approving a Power
239 Impact Fee Facilities Plan, a Power Impact Fee Analysis, and an Impact Fee
240 for Power on Development

241 Dayton Hall stated the Council was provided with a copy of Southern Utah Builder’s
242 Association’s (SUBA) questions and comments and it was also forwarded to ICP, the engineering
243 firm that generated the impact fee study and analysis. ICP is asking for more time so they can
244 address the questions. Mr. Hall stated that since the author of this document is requesting
245 more time, he would recommend the Council continuing the item. Mayor Billings
246 recommended having a discussion tonight so they can address any questions the Council has
247 too.

249
250 Stacey Young, Director for SUBA, thanked the Council for extending the hearing and allowing
251 time for a more thorough review of the impact fee study. He expressed concern that the data
252 does not clearly show whether fee payers are being charged for facilities that fall outside the
253 allowable impact fee period, particularly in the later years of the plan (2031–2033), where
254 approximately \$11 million in facilities are projected.

255 He noted that projections far into the future are inherently uncertain and emphasized the
256 importance of ensuring fees align with the actual impact period. He also addressed the
257 recurring issue of being behind on infrastructure needs despite collecting impact fees. He
258 explained that while there may be existing capacity in the system, growth across various areas
259 of the city can lead to sudden, large infrastructure demands. Because impact fees are collected
260 gradually, they can lag behind actual needs, unlike bonds which provide immediate funding
261 based on projected revenue. He acknowledged the City’s challenges with rapid growth and
262 inflation and offered to meet with the City’s consultants to discuss the remaining questions in
263 more detail.

264
265 Fred Philpot acknowledged the concerns raised by Stacy Young, particularly regarding projects
266 scheduled beyond the six-year expenditure window and how they relate to the calculated

267 impact fees. He clarified that while the Impact Fee Act requires funds to be spent within six
268 years, planning can extend beyond that. However, he agreed the issue warrants further review.
269 He plans to discuss the allocation percentages with Matt Levorsen and his team, who
270 conducted the calculations, to evaluate whether long-term projects are appropriately balanced
271 with demand projections. He suggested the Council could consider adopting a shorter planning
272 horizon—such as five years instead of ten—especially if updates to the plan are made more
273 frequently. He pointed out that adjusting the planning period would affect both project costs
274 and projected demand, and recommended allowing additional time to refine the proportionate
275 share calculations to ensure accuracy and fairness.

276
277 Councilman Fawcett asked whether, for large projects like a substation, a portion of the cost—
278 based on the percentage of expected use within the planning period—could be included in the
279 current impact fee, with the remaining cost allocated to future updates. Mr. Philpot responded
280 that this concern is addressed through the IFFP percentages, which aim to allocate project costs
281 based on expected use. He agreed the question warrants further review and stated he would
282 work with Mr. Levorsen to evaluate whether adjusting the planning window or reallocating
283 costs for later-year projects would impact overall percentages, especially given the need to
284 account for 40 megawatts of added capacity. Mayor Billings asked who determines when or
285 what we need for capacity and how do we add a capital project. Mr. Philpot explained that
286 impact fees are governed by the Impact Fee Facilities Plan (IFFP), which can be amended if
287 changes occur in development trends, construction costs, or growth projections. Depending on
288 the extent of those changes, cities may either amend the existing plan or conduct a full update.
289 He emphasized that determining necessary project adjustments is typically a collaborative
290 effort between staff and consultants, based on evolving infrastructure needs. Mr. Levorsen
291 agreed, adding that it is primarily driven by the power department. Power Board Chairman Mac
292 Hall explained that impact fees are based on projected growth and are used to fund necessary
293 infrastructure like transmission lines and substations, particularly in undeveloped areas. While
294 he personally finds impact fees burdensome for developers and homeowners, he
295 acknowledged they are essential to avoid shifting costs onto existing ratepayers.

296
297 Mayor Billings explained that the City is in the process of hiring a new Power Director and
298 recommended postponing the discussion until the new director is in place and there has been
299 an opportunity for all parties to review the questions together.

300
301 David Hirschi motioned to continue approval of Ordinance 2025-04 Approving a Power
302 Impact Fee Facilities Plan, a Power Impact Fee Analysis, and an Impact Fee
303 for Power on Development until May 1st. Seconded by Kevin Thomas. Motion carried
304 unanimously.

305

306 **NEW BUSINESS**

307 1. Consideration and possible approval of a design and engineering contract for the
308 downtown pickleball courts - Darren Barney

309
310 Mayor Billings stated that once the contract is awarded, she would like City staff and the
311 engineering team to meet with a few avid pickleball players to gather input on desired court
312 features. Darren Barney agreed, noting that one of the Sunrise Engineering team members is
313 also a passionate player with valuable ideas. He explained that the proposed contract for
314 designing the new courts is \$116,700 and recommended its approval. Dayton Hall expressed no
315 concerns with the contract. Mr. Barney added that a preliminary cost estimate is included in the
316 packet. Mayor Billings commented that the estimate seems high and believes the project can
317 be completed for less. Kaden DeMille agreed, noting the estimate is significantly higher than
318 expected and emphasized the need to reassess priorities once the final cost is known, as the
319 pool project still faces a funding shortfall.

320
321 Clark Fawcett motioned to award the contract for the design and engineering of the downtown
322 pickleball courts to Sunrise Engineering in the amount of \$116,700. Seconded by Joseph Prete.
323 Motion carried unanimously by a roll call vote.

324
325 **2. Discussion and possible direction to the staff for the City Civic Center zoning and**
326 **determine questions for the survey**

327
328 Mayor Billings read the following explanation of why the Civic Center is needed. "Hurricane City
329 has outgrown its current Police Station and City Office Building and needs larger facilities. The
330 City has purchased 20 acres of property adjacent to its current City Office Building in
331 anticipation of building new Civic Center facilities at that location, and the City is exploring
332 options to finance the construction of a new City Office Building and Police Station. One option
333 under consideration is a public-private partnership to develop portions of the 20 acres into
334 residential or commercial spaces, with private developers leasing and building out the
335 residential and commercial areas to generate revenue to finance the Police Station and City
336 Office Building." She explained that public projects like a Civic Center are typically funded
337 through sources such as bonds, sales or property taxes, existing city and county revenues, tax
338 increment financing, and state or federal grants. However, there is no current proposal or
339 intention to raise taxes. Another option could be for the City to retain ownership of the land
340 and lease it, with the developer providing the facilities. She presented a few questions for the
341 Council to consider, noting they are simply a starting point for discussion and can be modified.
342 She added that if the Council isn't supportive of the concept, there would be no need to
343 proceed with a community survey.

344 Councilman Thomas shared that he is also working on a list of potential survey questions. He
345 noted that, while he doesn't claim to have all the answers, he has been exploring ideas using AI.
346 He submitted a detailed explanation of the challenges and asked for thought-provoking public
347 survey questions, receiving a lengthy and helpful response. He expressed interest in refining
348 those ideas and combining them with what others come up with, asking for time to further
349 explore and develop the survey content. Mayor Billings noted that there is a work meeting

350 scheduled with the Planning Commission on Monday to discuss the survey, and she asked the
351 Council to submit their ideas by Friday so she can compile them in advance. Councilman
352 Fawcett pointed out the importance of informing the public about the reasons for the project
353 and the available options. Councilman Prete added that the City buildings must be completed
354 and a method of funding them must be determined.

355 3. Consideration and possible approval of Ordinance 2025-07 amending Title 10 Chapter
356 28 regarding development standards in rockfall zones; LUCA25-02; Hurricane City,
357 Applicant.

358

359 Mayor Billings explained that concerns about the rock fall zone along the cliffs in Hurricane
360 were first raised by Scott Stratton and his engineer last September. After consultation with City
361 staff, a \$25,000 geotechnical report confirmed the area was in a rock fall zone and outlined
362 necessary mitigation measures. The issue was later discussed in a joint work meeting with the
363 Planning Commission and City Council, which included input from a state expert involved in the
364 original rock fall study. Since then, the Planning Commission has met several times and
365 proposed ordinance updates, including provisions to indemnify the City from liability if
366 homeowners choose to build in the designated rock fall zone, which is already identified in the
367 state's survey. She read the following from the proposed ordinance update. "For any
368 development proposed in a rock fall hazard zone as determined by Utah Geological Survey
369 Special Study 127, a geotechnical engineering report shall acknowledge the existence of the
370 hazard and identify where the proposed development is located within the rockfall hazard
371 zone. Platted developments must depict the rockfall hazard zone boundary with a notice to
372 property owners on the recorded plat. Prior to receiving building permit approval on properties
373 within a rockfall hazard zone, the property owner shall record a waiver of liability, in a form
374 approved by the City Attorney, that acknowledges the existence of the rockfall hazard and
375 indemnifies the City against any claims, damages, or liabilities resulting from or related to the
376 rockfall hazard zone, any development therein, and any rockfall event affecting the property at
377 any level of severity."

378

379 Councilman Fawcett stated the waiver works for the first buyer but questioned how it is carried
380 over to the future buyers. Dayton Hall explained the form would be recorded against the
381 property and will state it will apply to the successors and interest to this property. Councilman
382 Prete expressed concern about the City's potential liability in the event of a major rockfall-
383 related incident, noting that indemnification often becomes meaningless when businesses go
384 bankrupt or disappear. Mayor Billings responded by referencing data shared by Arthur LeBaron,
385 which showed only 18 rockfall-related fatalities in the past 170 years, suggesting the risk is
386 relatively low compared to other dangers like traffic accidents. She questioned whether it's
387 necessary to require expensive geotechnical reports when the state has already identified the
388 rockfall zones. Councilman Prete acknowledged that point but reiterated his concern about
389 liability, pointing out the need to balance realistic risk assessment with responsible regulation,
390 while avoiding excessive bureaucracy. Mr. LeBaron stated that the proposed language is

391 valuable because it formally puts property owners on notice about the rock fall hazard,
392 regardless of whether they sign an indemnification. He explained that having a note on the plat
393 and a recorded waiver ensures the risk is documented on the property title and visible during
394 any future title search. He also noted that a significant portion of the community is already
395 developed within the rock fall hazard zone.

396
397 Kevin Thomas motioned to approve Ordinance 2025-07 amending Title 10 Chapter 28 regarding
398 development standards in rockfall zones. Seconded by David Hirschi. Motion carried
399 unanimously.

400
401 **4.** Consideration and possible approval of contract award for the Dixie Springs Well, Pump
402 Station Project, and the Dixie Springs Well Pump Materials Supply.

403
404 Ken Richins reported that bids for the Dixie Springs well project were opened on April 15th.
405 Interstate Rock was the sole bidder for the pump station, submitting a bid of \$1,080,639.50. He
406 explained that this project will allow the City to utilize its own water rights, reducing reliance on
407 water purchased from the District, and noted it is an investment that will pay for itself within a
408 few years. The second component of the project—providing the pump and motor for the well—
409 received two bids, with the lowest at \$160,558. The booster station will be constructed in
410 phases. Councilman Fawcett confirmed that once both bids are awarded and completed, the
411 system will be fully connected.

412
413 David Hirschi motioned to award the bid for the Dixie Springs Well Pump Station to Interstate
414 Rock in the amount of \$1,080,639.50 and the Dixie Springs Well Pump Materials Supply to
415 Nickerson Company in the amount of \$160,558.00. Seconded by Kevin Thomas. Motion carried
416 unanimously by a roll call vote.

417
418 **5.** Mayor, Council, and staff reports

419 David Hirschi mentioned he met with the Golf Pro Shop staff today and they are going to
420 present the engineering for the pro shop remodel to the Council. He thinks the new facility will
421 increase the worth of the golf course. Staff is proposing some wage increases to keep it
422 competitive. There are some job descriptions and titles that might need to be looked at further.
423 He supports everything that the staff is proposing. Kaden DeMille asked if Councilman Hirschi
424 could send him what they are proposing so they can review it. Councilman Hirschi added that
425 they would like to start the project by September.

426
427 Clark Fawcett noted that an item he intended to discuss from the Water District Board agenda
428 was continued, but he still wanted to raise the issue. He explained that the District often serves
429 residents outside city limits, with the County typically approving such development and later
430 pushing for annexation, as it lacks the capacity to provide full city services. Currently, the
431 District requires applicants to consult with the city first, and if annexation isn't possible, the

432 District will serve them. He suggested it would be better to establish a firm policy preventing
433 development unless it's within city limits but said he wouldn't pursue it without Council
434 support. Mayor Billings agreed, pointing out that she had questioned the District last year for
435 issuing a ten-year will-serve letter when the City only grants one-year letters. She expressed her
436 support, and the Council agreed.

437
438 Joseph Prete commented that it's important for the Council to recognize that it's okay to say no
439 to proposed developments and that they are not obligated to accommodate every project,
440 especially when considering the broader impact on the community.

441
442 Mayor Billings provided Chief Yates with a handout from Five Counties outlining resources
443 available for officers. She reported that the Solid Waste District has completed Phase 2 of its
444 development—including the scale, scale house, and road improvements—but they were unable
445 to secure CIB funding. A ribbon cutting is scheduled for June 6th at 9 a.m., and all are invited.
446 She encouraged the Council to contact legislators about planning for SR-9 flyovers and shared
447 updates on HB70, which allowed the state to purchase the IPP power plant near Delta. Zion
448 National Park will no longer permit larger vehicles, prompting the state to explore alternatives,
449 including a possible shuttle system. She noted several legislative updates: a new food labeling
450 bill, increased senior tax exemption thresholds to \$90,000, Washington County's reclassification
451 to a third-class county, a new law requiring students to watch a firearm safety video three
452 times during their education, and an urban farming bill offering property tax reductions for
453 qualifying producers. She also mentioned reaching out to Council members individually about
454 SB67 and received support from three members to send a letter to the Governor regarding the
455 emergency services sales tax. The State of the City Address is scheduled for April 28th at 7 p.m.
456

457 **6.** Continued training for municipal officials

458 No training was needed.

459 **7.** Closed Meeting held pursuant to Utah Code section 52-4-205, upon request

460 A closed meeting was not necessary.

461
462 **Adjournment:** Kevin Thomas motioned to adjourn at 7:40 p.m. Seconded by Clark Fawcett.
463 Motion carried unanimously.

1 Minutes of the Special Joint Hurricane City Council and Planning Commission meeting held on
2 April 21, 2025, in the Council Chambers at 147 North 870 West, Hurricane, Utah at 5 p.m.

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

5
6 **Members Excused:** Drew Ellerman

7
8 **Planning Commission Members:** Brad Winder, Kelby Iverson, Mark Sampson, Paul Farthing,
9 and Michelle Smith

10
11 **Also Present:** City Manager Kaden DeMille, City Attorney Dayton Hall, Planning Director Gary
12 Cupp, and Planning Assistant Fred Resch III

13
14 **AGENDA**

15 **5:00 p.m. Call to Order**

16 Mayor Billings welcomed everyone and called the meeting to order.

17 A prayer was offered, followed by the congregation reciting the Pledge of Allegiance.

18
19 **Discussion on the City Civic Center zoning**

20 Mayor Billings explained that the City Council previously discussed the potential purchase of
21 property for a future City Hall and Police Department campus during a closed session held
22 between 2020 and 2021. Portions of the property acquisition were funded using ARPA funds
23 and parks impact fees. At the time, city code did not permit public buildings within the Public
24 Facility zone, so the ordinance was amended to allow for such uses. She noted that the next
25 step is to determine the most appropriate zoning designation for the property moving forward.
26 While consultants conducted a survey last year, she clarified that their questions primarily
27 focused on the aesthetic design rather than land use. Mayor Billings shared several new
28 questions with the group for discussion, which could help guide a future public survey. She
29 pointed out that both City Administration and the Police Department have outgrown their
30 current facilities. The Mayor also reviewed the amount the City has saved for this project and
31 outlined potential funding sources. One financing strategy under consideration includes leasing
32 a portion of the property for commercial development to help offset project costs.

33
34 Mayor Billings stated the survey will be mailed to every residence, with an additional option to
35 complete it online via a QR code. Surveys must be submitted by May 15th at midnight. The City
36 Council and Planning Commission then reviewed and discussed the proposed survey questions.
37 City Manager Kaden DeMille explained that the purpose of the proposed land lease option is to
38 allow for future expansion of civic facilities. In 20 or more years, when additional space is

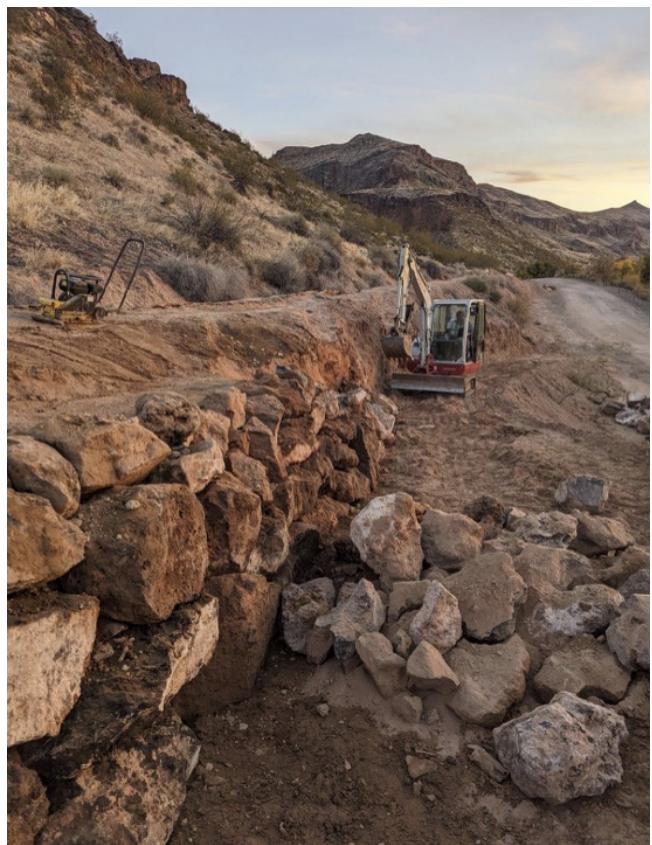
41 needed, the City could remove any commercial buildings and repurpose the land for public use.
42 Planning Commissioner Kelby Iverson clarified that under the lease model, the City would retain
43 ownership of the land, while private entities would own any structures built on it. He added
44 that the current City building has served for over 30 years, and with the rapid growth driven by
45 new residents, a larger facility is now necessary—emphasizing that new growth should help pay
46 for the expansion. Councilmember Fawcett noted that state law prohibits the use of impact
47 fees for civic buildings, limiting funding options. During the meeting, a resident suggested
48 conducting a traffic study to evaluate the potential impact on surrounding roads. Mayor Billings
49 responded that a traffic study will be completed once the zoning for the site is finalized.
50 Councilmember Fawcett also pointed out that if the City moves forward with leasing the land,
51 that revenue could offset project costs. However, if significant changes are made to the current
52 proposal, it could increase the likelihood of a tax increase.

53
54 During the discussion, a resident suggested relocating the library and community center to the
55 proposed site, transforming the area into a full Civic Center rather than limiting it to just
56 administrative and police facilities. She also recommended incorporating rentable event spaces
57 as a potential source of ongoing revenue for the City. Another resident expressed concern
58 about the impact of increased traffic, noting that 100 North is already a heavily traveled road
59 and could be further burdened by additional development on the site. Mayor Billings concluded
60 the meeting by encouraging everyone to watch for the upcoming survey and to ensure it is
61 completed and returned by the deadline.

62 **Adjournment:** Kevin Thomas motioned to adjourn at 7:20 p.m. Seconded by David Hirschi.
63 Motion carried unanimously.



Isaac LeBaron – Bike Fixtation at Sand Hollow



**Ethan Lawton - Path to Historical
Pioneer Cistern**



Corban Beutler – Before



Corban - La Verkin Cemetery
Covered Bulletin



Assembling the kits in my backyard

Javier Martinez



Installed in Springdale

Another in La Verkin



Aaron Meng – Removing Tararisk – Planting Willows



Kyson Shirley – Painting Airport Segmented Circles





Paul Fagergren – Mountain Bike Trail Safety



Logan Thomas – Bike Repair Station at Grandpa's Pond



Zach Lawton – Lower Rock Wall for path to Historical Pioneer Cistern



Mark Lee – Peaceful Acres Street Signs – Kolob – Before and After



Shawn & Tracy Llewellyn – Benches for Hurricane's Library



Everett Wheeler – Virgin River Willow Harvest and Planting

GREATER ZION ROAD BIKE MAP & ROUTES

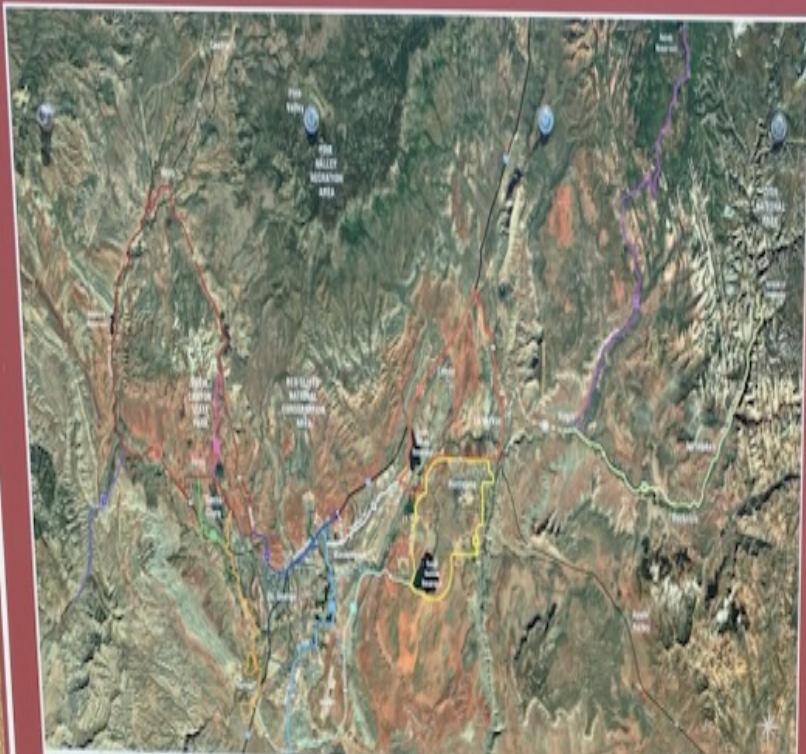


1000 1000



A close-up photograph of a person's lower torso and mid-thighs. They are wearing camouflage-patterned cargo pants and a red long-sleeved shirt. The background is a textured, reddish-brown surface, possibly a wall or floor.

GREATER ZION ROAD BIKE MAP & ROUTES



Washington City



ARCREATION



SOUTHERN UTAH

BICYCLE ALLIANCE



SANTA CLARA
CITY



Kidney City Safety Information

- Kidney City is a designated only and not designated bike route, but is an excellent cycling route because of its flat, smooth, paved, and relatively narrow or unobstructed shoulders. Be considerate when in traffic before riding these roads.
- Share all areas of the road.
- Roads are signed and marked.
- When riding in traffic, ride single file or as far to the right as practical.
- When cycling from different, single or wider shoulders, separate from the main flow.

ZION NATIONAL PARK RIDING REGULATIONS

For all roads in Zion including Kolob Terrace Road:

- Cyclists must break into groups of 10 riders or less and be separated by a 100' distance.
- Cyclists must ride single file, except for stops, turns and when in a group of 10 or less.

For Cyclists on Zion Canyon Road:

- Ride the Park Road for protection, except any
- Cyclists must use the Park Road, or the Kolob Terrace Road, when in a group of 10 or less.
- Cyclists must ride single file, except for stops, turns and when in a group of 10 or less.

Utah Hill 13 miles +1,000 ft Elevation - Out & Back
Paved roads. The road is on Hwy 21, a quiet, mostly road with no shoulder. Generally low traffic volume.

Vevey Loop

4.2 Miles +200 ft Elevation - Clockwise Loop
A classic ride and very route. From the trailhead, Old Highway 91 has limited shoulders but generally little traffic. As route 91 turns, after Section 1000', there are several steep switchback turns (0.3 miles @ 10% grade). The total 91 miles @ 12% and turning loops @ miles @ 4.2%. The alternate route through Zion Canyon State Park (the road after a property turned Zion Canyon described). The property alternate is recommended for its quiet streets alternative signed on the road, but not on map.

Santa Clara-Ivins

4.4 Miles +300 ft Elevation - Connector
A route used to find portions of other routes, or directly route through the town of Ivins or to the town of Santa Clara using local businesses. Route is signed South to North.

Snow Canyon State Park

5.7 Miles +1,100 ft Elevation - One Way
A beauty climb of roads through a gorgeous canyon. A hidden gem close to downtown, road has low traffic and nice shoulder. Grade peak of 17% near the top. Can take a route on a loop on both sides, with the clockwise direction preferred, or as an alternative on the Snow Loop.

SunRiver

7.1 Miles +1,000 ft Elevation - Out & Back
Quiet streets with no traffic elevation change.

Red Hills Parkway

4.3 Miles +407 ft Elevation - Connector
Traversing the City of St. George, perfectly route through a multi-use park. Route is signed West to East.

Washington Fields

13.3 Miles +400 ft Elevation - Connector
Mostly the route has adequate shoulders. Moderate traffic volume on weekdays, low on weekends. No significant hills. Two connectors allow combination with other routes. Route is signed North to South.

Southern Parkway

14.8 Miles +400 ft Elevation - Connector
An 8 lane paved roadway with very wide shoulders. Fully connected with Washington Fields or Great Northern Route. Route is signed West to East.

Telegraph

4.2 Miles +300 ft Elevation - Connector
A connector route from St. George to Zion National Park. Route is signed West to East.

Quail Creek Loop

27.7 Miles +1,710 ft Elevation - Clockwise Loop
Paved roads around Hurricane, primarily on secondary streets, or State Route 120. Total 27.7 miles. One road is on the east side of the San Rafael River, as well as on the west side, along the river.

Saint Hollow

21.3 Miles +1,000 ft Elevation - Counter Clockwise Loop
A medium ride around Hurricane, primarily on secondary streets, or State Route 120. Total 21.3 miles. One road is on the east side of the San Rafael River, as well as on the west side, along the river.

Zion Connector

4.4 Miles +407 ft Elevation - Connector
Lo Route to sign SR 20 & 24. A quiet, narrow street with high traffic. Route is signed North to South.

Kolob Reservoir

47.1 Miles +1,500 ft Elevation - Out & Back
For experienced riders willing to share the road. This is a long, mostly straight road with a few short turns in elevation. Average road, no shoulder. Moderate traffic, and one road section with high traffic. Kolob Reservoir is located on the east side of the San Rafael River, along the river.

Zion Canyon Scenic Trail

42.1 Miles +1,500 ft Elevation - For the Details of Zionness - Out & Back
This route follows the San Rafael River through the Virgin River Gorge. Route is signed West to East. Total distance 42.1 miles. For the quiet route of Zion National Park, route 1000' above Kolob Reservoir. Kolob Reservoir is located on the east side of the San Rafael River, along the river.

For More Information on Kolob Reservoir

The first road to take to route 1000' above the Kolob Reservoir is the Kolob Reservoir Road. The road is paved and has a shoulder. The road is signed West to East.

www.zioncamp.org



HURRICANE CITY **UTAH**

STAFF COMMENTS

Item: Consideration and possible approval of a Development Agreement with the Zion Regional Medical Center to allow, among other terms, an increased height limitation of 85 for a proposed hospital building on property zoned Highway Commercial (HC); Parcel Numbers H-3-2-6-1406-GS1, H-3-2-6-1407, and H-3-2-6-1408-GS2; ZRMC Operating LLC, Applicant; Jared Cox and Karl Rasmussen, Agents.

Discussion: This item was continued at the June 5, 2025, City Council meeting to allow the applicants time to prepare a graduated building height proposal for the medical buildings that are not expected to be 85 feet tall. The applicants have submitted a plan that proposes to guide the building heights of the future buildings based on their distance from the State Route 9 right-of-way. – Gary Cupp

The draft development agreement has been amended based on the applicant's proposal as follows: (1) medical buildings within 200 feet of SR-9 will not exceed 55 feet; (2) medical buildings more than 200 feet from SR-9 will not exceed 70 feet; (3) one hospital building more than 200 feet from SR-9 is permitted to be up to 85 feet in height; (4) the agreement will expire if a building permit for a medical building is not issued within 5 years. – Dayton Hall

Findings:

Recommendation:

Zion Regional Medical Center – Height Variance Request Narrative

****Applicant:**** ZRMC Operating LLC

****Project Location:**** Approximately 3145 W. State Street, Hurricane, UT 84737

****Tax ID Numbers:**** H-3-2-6-1406-GS1, H-3-2-6-1407, H-3-2-6-1408-GS2

Project Description and Variance Request

This request is submitted on behalf of ZRMC Operating LLC (Applicant) for the Zion Regional Medical Center development in conjunction with the future phased development of a regional healthcare campus located at approximately 3145 W. State Street in Hurricane, Utah. The subject property comprises three contiguous parcels under Tax ID numbers H-3-2-6-1406-GS1, H-3-2-6-1407, and H-3-2-6-1408-GS2.

The property is currently zoned HC (Highway Commercial), within which both Hospital and Medical Office uses are expressly permitted. The applicant is requesting a height variance to allow a maximum building height of 85 feet, which exceeds the current zoning height limitation.

This variance is specifically requested to accommodate future phases of the Zion Regional Medical Center master plan, including but not limited to:

- A 5-story hospital bed tower, which will house inpatient care units, surgical suites, and advanced treatment services.
- A 4-story Medical Office Building (MOB), providing space for outpatient care, physician offices, and specialty clinics.

In addition to these two primary structures, other elements of the master development may also require increased building height in future phases. Accordingly, the requested 85-foot height allowance is intended to provide necessary flexibility across the entire medical campus as development progresses.

Justification for Variance

The requested height of 85 feet is essential to accommodate the technical and operational requirements of modern healthcare and medical office design. These facilities demand higher floor-to-floor clearances to house critical mechanical, electrical, and plumbing

systems, medical equipment, and patient circulation space.

Key reasons for the variance include:

- Efficient Site Utilization: Vertical development conserves land and allows for centralized services and circulation while preserving open space and expansion areas.
- Design Standards for Healthcare: Medical facilities often require 15-18 feet per floor for infrastructure, which necessitates added height even for buildings that may not appear visually imposing.
- Zoning Compatibility: The proposed uses are consistent with the HC zone, and the height increase does not introduce a new use but supports the full functional realization of permitted uses.
- Long-Term Planning Flexibility: As a phased master plan, future buildings may require similar heights for functionality and consistency. This request ensures the campus can grow without additional variance applications.
- Community and Regional Benefit: A regional medical campus of this scale serves a broader population and requires planning flexibility to meet long-term healthcare demands, improve access to care, and attract medical professionals.

Conclusion

Approving a height variance to allow up to 85 feet across the Zion Regional Medical Center campus will support the efficient and strategic development of a vital healthcare facility. The request is consistent with the HC zoning district's intent and permitted uses and will help deliver lasting community and regional health benefits. We respectfully request the City's support in granting this variance to ensure the success of the full medical campus vision.

Preliminary Site Plan



Zion Regional Medical Center

Legal Description

COMMENCING AT THE NORTH QUARTER (1/4) CORNER OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE NORTH SECTION LINE OF SAID SECTION 6, N88°53'50"W 952.90 FEET; THENCE SOUTH 34.90 FEET TO THE POINT OF BEGINNING; THENCE S16°11'34"E 367.67 FEET; THENCE S47°32'47"E 200.00 FEET; THENCE S80°04'39"E 42.63 FEET; THENCE S15°13'38"E 332.35 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 206.81 FEET, HAVING A RADIUS OF 856.00 FEET AND A RADIAL BEARING OF S24°42'00"E, THROUGH A CENTRAL ANGLE OF 13°50'34" (LONG CHORD BEARS: S58°22'43"W 206.31 FEET); THENCE SOUTHWESTERLY ALONG THE ARC OF A 2300.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT A DISTANCE OF 450.12 FEET, THROUGH A CENTRAL ANGLE OF 11°12'47", (LONG CHORD BEARS: S57°03'50"W 449.41 FEET); THENCE S62°40'14"W 545.96 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAND HOLLOW EAST ROAD DOCUMENT NUMBER# 20240028591; THENCE ALONG SAID RIGHT-OF-WAY LINE OF SAID SAND HOLLOW EAST ROAD THE FOLLOWING TWO (2) COURSES: (1) WESTERLY ALONG THE ARC OF A 2350.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 496.39 FEET, THROUGH A CENTRAL ANGLE OF 12°06'09", (LONG CHORD BEARS: S68°43'18"W 495.46 FEET); (2) S74°46'22"W 7.30 FEET; THENCE N15°13'38"W 1218.87 FEET; THENCE N67°41'06"E 137.79 FEET; THENCE N72°21'52"E 82.63 FEET; THENCE N73°55'20"E 127.33 FEET; THENCE N76°00'01"E 153.43 FEET TO THE BOUNDARY OF A UTAH DEPARTMENT OF TRANSPORTATION (UDOT) PARCEL; THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) COURSES: (1) S15°13'38"E 202.15 FEET; (2) N74°48'22"E 500.00 FEET; (3) N15°13'38"W 203.70 FEET; THENCE N73°42'00"E 508.23 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 1,655,924 SQUARE FEET OR 38.015 ACRES.



Thank you for the opportunity to be of service! Your commitment for title insurance is attached. Please contact your real estate agent or our office if you have any questions.

File # 234153

Property (Not Yet Addressed / Unimproved Land), Hurricane, Utah 84737

Buyer(s) ZRMC Operating, LLC, a Utah Limited Liability Company

Seller(s) Western Mortgage & Realty Company, a Washington Corporation

Escrow Team Brad Seegmiller - Escrow Agent (435) 652-4829 | brad@sutc.com
Office Address: 20 N. Main Street #300, St. George, UT 84770



WARNING! DON'T BECOME A VICTIM OF FRAUD.

Due to the recent rise in cybercrime sweeping the real estate industry, we want you to be aware of the following important information: There have been many instances of real estate agents', brokers', attorneys' and/or consumers' email addresses being hacked/phished. The cyber-criminals forward bogus wire instructions, redirecting deposits and/or cash to close to a fraudulent bank account. Once received, the money is quickly sent offshore, where it is difficult if not impossible to retrieve.

ALTA COMMITMENT FOR TITLE INSURANCE
 issued by
SOUTHERN UTAH TITLE COMPANY
AUTHORIZED AGENT FOR OLD REPUBLIC TITLE INSURANCE COMPANY, INSURER

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *Southern Utah Title Company* (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through the Office of:

Southern Utah Title Company
 (435) 628-0404
 20 N. Main #300
 St. George, UT 84770

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
 1408 North Westshore Blvd. Suite 900, Tampa, Florida
 33607
 (612) 371-1111 www.oldrepublictitle.com

Southern Utah Title Company

By:



Joseph McPhie

Joseph McPhie, Agent #84989

By



President

Attest



Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- (b) "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- (c) "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (d) "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- (e) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (f) "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- (g) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (h) "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- (i) "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- (j) "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II— Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company is not liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5(a) or the Proposed Amount of Insurance.
- (e) The Company is not liable for the content of the Transaction Identification Data, if any.
- (f) The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- (c) This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 5.e.:

Issuing Office File Number: 234153

Issuing Office: Southern Utah Title Company

Escrow Agent: Brad Seegmiller

Escrow Agent Utah License Number: 73873

Escrow Agent Contact: (435) 652-4829 | brad@sutc.com

Searcher: Todd Pryor

Property Land Type: Vacant Land

Property Address: (Not Yet Addressed / Unimproved Land), Hurricane, Utah 84737

Standard Owners Policy

Common Endorsements/Pricing: See attached reference



Authorized Agent for Insurer



SCHEDULE A

1. Commitment Date: February 28, 2025 at 7:00AM
2. Policy to be issued:
 - (a) Standard Owners Policy

Proposed Insured: **ZRMC Operating, LLC, a Utah Limited Liability Company**
 Proposed Amount of Insurance: **\$26,494,784.00** Premium: **\$20,950.00**
3. The estate or interest in the Land at the Commitment Date is: **fee simple**.
4. The Title is, at the Commitment Date, vested in:
[Western Mortgage & Realty Company, a Washington Corporation](#)
5. The Land, situated in Washington County, Utah, is described as follows:

See attached Exhibit A-Legal Description

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EXHIBIT A
Legal Description

COMMENCING AT THE NORTH QUARTER (1/4) CORNER OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE NORTH SECTION LINE OF SAID SECTION 6, N88°53'50"W 952.90 FEET; THENCE SOUTH 34.90 FEET TO THE POINT OF BEGINNING; THENCE S16°11'34"E 367.67 FEET; THENCE S47°32'47"E 200.00 FEET; THENCE S80°04'39"E 42.63 FEET; THENCE S15°13'38"E 332.35 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 206.81 FEET, HAVING A RADIUS OF 856.00 FEET AND A RADIAL BEARING OF S24°42'00"E, THROUGH A CENTRAL ANGLE OF 13°50'34" (LONG CHORD BEARS: S58°22'43"W 206.31 FEET); THENCE SOUTHWESTERLY ALONG THE ARC OF A 2300.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT A DISTANCE OF 450.12 FEET, THROUGH A CENTRAL ANGLE OF 11°12'47", (LONG CHORD BEARS: S57°03'50"W 449.41 FEET); THENCE S62°40'14"W 545.96 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAND HOLLOW EAST ROAD DOCUMENT NUMBER# 20240028591; THENCE ALONG SAID RIGHT-OF-WAY LINE OF SAID SAND HOLLOW EAST ROAD THE FOLLOWING TWO (2) COURSES: (1) WESTERLY ALONG THE ARC OF A 2350.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 496.39 FEET, THROUGH A CENTRAL ANGLE OF 12°06'09", (LONG CHORD BEARS: S68°43'18"W 495.46 FEET); (2) S74°46'22"W 7.30 FEET; THENCE N15°13'38"W 1218.87 FEET; THENCE N67°41'06"E 137.79 FEET; THENCE N72°21'52"E 82.63 FEET; THENCE N73°55'20"E 127.33 FEET; THENCE N76°00'01"E 153.43 FEET TO THE BOUNDARY OF A UTAH DEPARTMENT OF TRANSPORTATION (UDOT) PARCEL; THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) COURSES: (1) S15°13'38"E 202.15 FEET; (2) N74°48'22"E 500.00 FEET; (3) N15°13'38"W 203.70 FEET; THENCE N73°42'00"E 508.23 FEET TO THE POINT OF BEGINNING.

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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. Pay the agreed amounts for interest in the land and/or the mortgage or deed of trust to be insured.
2. Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$120.00.
3. Provide us with releases, reconveyances or other instruments, acceptable to us, including payment of any amounts due, removing the encumbrances shown in Schedule B - Section 2 that are objectionable to the proposed insured.
4. Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
5. The documents creating the interest to be insured must be signed, delivered and recorded.
6. You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in, or who will make a loan secured by a deed of trust or mortgage secured by, the land described in this Commitment.
7. Upon receipt and review of the necessary information listed in these requirements and related to this transaction, we reserve the right to add requirements to this Schedule or add special exceptions in Schedule B - Section 2.
8. Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.
9. This Company will require the following, if necessary, to insure a loan by or conveyance from, the entity named herein: A. A copy of the Partnership Agreement, Articles of Organization, Operating Agreement and Corporation Resolution, together with all supplements or amendments thereto. B. Evidence that the entity is in good standing in the State where it was formed. C. A copy of the Trust Agreement and any amendments thereto.
10. Require assessment check with the existing Municipality and proof or full satisfaction that all Special Improvement Districts and/or Special Service Districts affecting said property be paid in full or paid current.
11. Require satisfactory evidence that the Special Service Districts (SSDS) shown on Schedule B - Section 2, be paid current and/or paid in full.
12. Require Acceptance and Acknowledgment of the Controlled Access, as shown on Schedule B - Section 2.
13. We find no open Deeds of Trust of record. Require any "Party" to this transaction with knowledge to the contrary to inform the Escrow/Title Department prior to closing.
14. Require acceptance and acknowledgment of the Application for Assessment and Taxation of Agricultural Land recorded as Doc No. [20190014998](#), shown on Schedule B - Section 2 herein or payment of any "Rollback Taxes" that may be assessed. (Affects a portion and other property)
15. Require acceptance and acknowledgment of the Application for Assessment and Taxation of Agricultural Land recorded as Doc No. [20240007848](#), shown on Schedule B - Section 2 herein or payment of any "Rollback Taxes" that may be assessed. (Affects a portion and other property)
16. Require acceptance and acknowledgment of the Application for Assessment and Taxation of Agricultural Land recorded as Doc No. [20240039626](#), shown on Schedule B - Section 2 herein or payment of any "Rollback Taxes" that may be assessed. (Affects a portion and other property)

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17. Provide Insurer with a copy of the Certificate of Organization for ZRMC Operating, LLC, together with the management/operating agreement and all amendments thereto, along with verification of good standing, prior to the close of escrow.
18. Provide Insurer with a copy of the Corporate Resolution of the Board of Directors for Western Mortgage & Realty Company, a Washington Corporation, together with verification of their current good corporate status.
19. Require underwriter approval before the issuance of the Policy of Title Insurance herein referred to. Upon review of such, additional exceptions and requirements may be added.
20. The Purchase Agreement, dated March 5, 2025, references an acreage figure and the Company does not insure acreage, therefore it is required that the buyer and seller acknowledge the Company makes no representation as to the total acreage of the property described in the Commitment and that the title insurance when issued shall not insure the acreage of the property.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land, or claiming to be in possession thereof.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the records or attaching subsequent to the effective date hereof but prior to the date the proposed acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
9. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
10. Rights of way for any roads, ditches, canals, or transmission lines now existing over, under, or across said property.
11. Taxes for the current year 2025 which are liens, but not yet due or payable. (NOTE: Taxes for the year 2024, in the following amount(s), are PAID:

\$0.93 under Tax Serial No. [H-3-2-6-1406-GS1](#), Account No. 0881585 (Affects a portion and other property);

\$0.55 under Tax Serial No. [H-3-2-6-1407](#), Account No. 0882658 (Affects a portion and other property);

\$0.68 under Tax Serial No. [H-3-2-6-1408-GS2](#), Account No. 0883598 (Affects the remainder and other property).

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12. Subject to any Reservations, Exceptions and Easements as set forth on State of Utah by Patent No. 16440 recorded May 19, 1943, as Entry No. [60185](#) , in Book U-10, at Page 246, Official Washington County Records. (Affects a portion and other property)
13. Subject to any Reservations, Exceptions and Easements as set forth on Patent from the United States of America, recorded June 19, 1952, as Entry No. [82529](#) , in Book U-12, at Pages 154-155, Official Washington County Records. (Affects a portion other property)
14. Liability to Assessments levied by the Ash Creek Special Service District, as disclosed by Instrument recorded October 16, 1985, as Entry No. [283078](#) , in Book 390, at Pages 907-916, Official Washington County Records. (Affects this and other property)
15. Subject to a Right-of-Way Easement in favor of Utah Associated Municipal Power Systems, for a perpetual easement, right-of-way and right on, over under, above and across said land for the installation of electric transmission and/or electric distribution lines and/or communication systems, and rights incidental thereto, as set forth in Instrument recorded January 13, 1995, as Entry No. [489474](#) , in Book 879, at Pages 430-431, Official Washington County Records. (Affects a portion of this other property)
16. Subject to an Easement Agreement, dated August 25, 2000, by and between Winding River Associates, LLC, a Utah Limited Liability Company, as Grantor, and Washington County Water Conservancy District, as Grantee, for a non-exclusive temporary construction easement for the installation of the water pipelines and a non-exclusive easement for the continued maintenance and repair of the water pipelines, and rights incidental thereto, as set forth in Easement Agreement recorded September 11, 2000, as Entry No. [696150](#) , in Book 1379, at Pages 2063-2104, Official Washington County Records. (Affects a portion of this and other property)
17. Subject to Roadway Easement Agreement dated January 10, 2003, by and between Winding River Associates, LLC, a Utah Limited Liability Company, Washington County Water Conservancy District, a political subdivision of the State of Utah, and Sun Realty Corporation, a Utah Corporation, for a non-exclusive, perpetual easement to erect, construct, install, lay and thereafter access, inspect, repair, maintain, replace and remove a roadway, subject to and conditioned upon the provisions of this Agreement, and rights incidental thereto, recorded January 15, 2003, as Entry No. [798975](#) , in Book 1515, at Pages 1379-1395, Official Washington County Records. (Affects portions of this and other property)
18. Subject to a Sewer Easement Agreement dated August 8, 2003, by and between Winding River Associates, LLC, a Utah Limited Liability Company, Washington County Water Conservancy District, a political subdivision of the State of Utah, Ash Creek Special Service District, a Utah Special Service District, and Sun Realty Corporation, a Utah Corporation, for a non-exclusive, perpetual easement, to erect, construct, install, lay and thereafter access, use, operate, inspect, repair, maintain, replace and remove a sewer line, subject to the provisions therein, and rights incidental thereto, as set forth in Instrument recorded August 11, 2003, as Entry No. [834390](#) , in Book 1571, at Pages 2435-2454, Official Washington County Records. (Affects portions of this and other property)
19. Subject to the fact that said property abuts Limited Access Highway SR-9. Controlled Access as may be contemplated by the Utah Department of Transportation in accordance with Section 41-6A-714, Utah Code Annotated, as Amended 2005, and is subject to the Conditions and Restrictions affecting said Highway.
20. Subject to and the location of "All Matters", as set forth, located and disclosed on the ALTA/ACSM Land Title Survey performed by Rosenberg Associates dated 6/11/09.

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21. Subject to a Master Communications Easement for Elim Valley, executed by and between Mellon Valley, LLC, a Utah Limited Liability Company, as GRANTOR and Elim Valley Planning and Development, LLC, a Utah Limited Liability Company, as GRANTEE, recorded February 16, 2007, as Doc. No. [20070008384](#), Official Washington County Records.(Affects this and other property)

First Amendment to Master Communications Easement for Elim Valley, recorded May 20, 2008, as Doc. No. [20080020598](#), Official Washington County Records.

The effect of PARTIAL RELEASE OF MASTER COMMUNICATIONS EASEMENT, recorded June 11, 2018, as Doc No. [20180024050](#), Official Washington Records.

Agreement to Subordinate and Option to Require Termination, dated December 31, 2018, recorded January 16, 2019, as Doc No. [20190002045](#), Official Washington County Records.

CORRECTED AMENDED MASTER COMMUNICATIONS EASEMENT, recorded September 22, 2021, as Doc No. [20210062272](#), Official Washington County Records.

22. Subject to a Master Communications Easement for Elim Valley, executed by and between Elim Valley Planning and Development, LLC, a Utah Limited Liability Company, as GRANTOR and Roland Neil Family Limited Partnership, a Utah Limited Partnership, as GRANTEE, recorded February 16, 2007, as Doc. No. [20070008385](#), Official Washington County Records. (Affects this and other property)

First Amendment to Master Communications Easement for Elim Valley recorded May 20, 2008, as Doc. No. [20080020598](#), Official Washington County Records.

The effect of PARTIAL RELEASE OF MASTER COMMUNICATIONS EASEMENT, recorded June 11, 2018, as Doc No. [20180024049](#), Official Washington Records.

Agreement to Subordinate and Option to Require Termination, dated December 31, 2018, recorded January 16, 2019, as Doc No. [20190002045](#), Official Washington County Records.

CORRECTED AMENDED MASTER COMMUNICATIONS EASEMENT, recorded September 22, 2021, as Doc No. [20210062272](#), Official Washington County Records.

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23. Subject to a Master Communications Easement for Elim Valley, executed by and between Roland Neil Family Limited Partnership, a Utah Limited Partnership, as GRANTOR and EVD Communications Infrastructure, LLC, a Utah Limited Liability Company, as GRANTEE, recorded February 16, 2007, as Doc. No. [20070008386](#), and First Amendment to Master Communications Easement for Elim Valley, and First Amendment to Master Communications Easement for Elim Valley, recorded August 6, 2007, as Doc. No. [20070039830](#), recorded May 20, 2008, as Doc. No. [20080020598](#), Official Washington County Records. (Affects this and other property)

(The interest of EVD Communications Infrastructure, LLC, a Utah Limited Liability Company, has since passed to Roland L. Walker Irrevocable Trust u/a/d December 23, 1985, as set forth in Grant Deed recorded as Doc. No. [20110016187](#), Official Washington County Records.)

(The interest of Roland L. Walker Irrevocable Trust u/a/d December 23, 1985, has since passed to 290-470, LLC, an Idaho limited liability company, as set forth in Grant Deed, recorded as Doc. No. [20170025395](#), Official Washington County Records.)

The effect of PARTIAL RELEASE OF MASTER COMMUNICATIONS EASEMENT, recorded April 11, 2018, as Doc No. [20180014373](#), Official Washington Records.

Agreement to Subordinate and Option to Require Termination, dated December 31, 2018, recorded January 16, 2019, as Doc No. [20190002045](#), Official Washington County Records.

CORRECTED AMENDED MASTER COMMUNICATIONS EASEMENT, recorded September 22, 2021, as Doc No. [20210062272](#), Official Washington County Records.

24. Liability to Assessments levied by the Board of County Commissioners of Washington County, Utah, creating and establishing a Special Service District ("Hurricane Valley Fire Special Service District") to provide for fire protection, paramedic services, and ambulance services, as disclosed by Resolution No. R-2007-1203, recorded December 22, 2009, as Doc. No. [20090048182](#), Official Washington County Records. (Affects this and other property)

A Resolution Amending the Boundary of the Hurricane Valley Fire Special Service District, recorded March 1, 2010, as Doc. No. [20100006648](#), Official Washington County Records.

2nd Amended Hurricane Valley Fire Special Service District, recorded December 30, 2010, as Doc. No. [20100044122](#), Official Washington County Records.

Resolution No. R-2015-1946, A Resolution Amending the Boundary of the Hurricane Valley Fire Special Service District to include the Corporate Limits of the City of Hurricane, recorded November 9, 2015, as Doc. No. [20150039260](#), Official Washington County Records and Hurricane Valley Fire District 3rd Amended, recorded November 9, 2015, as Doc. No. [20150039261](#), Official Washington County Records.

Hurricane Valley Fire District 4th Amended, Extended & Clarified, recorded December 14, 2015, as Doc. No. [20150043173](#), Official Washington County Records.

5th Amended & Extended Hurricane Valley Fire District Local Entity Plat, recorded November 8, 2019, as Doc. No. [20190046477](#), Official Washington County Records, A Resolution Amending the Boundary of The Hurricane Valley Fire Special Service District to Include the Area Within the Rockville-Springdale Fire Special Service District, recorded November 8, 2019, as Doc. No. [20190046478](#), Official Washington County Records and Certificate of Boundary Adjustment, with 5th Amended and Extended Hurricane Valley Fire District Local Entity Plat Boundary Description, recorded November 8, 2019, as Doc. No. [20190046479](#), Official Washington County Records.

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25. Any Afterassessment and/or Rollback of Taxes which may become a lien on said Land by reason of an Annual Application for Assessment and Taxation of Agricultural Lands 1969 Farmland Assessment Act, executed by Western Mortgage & Realty Co, recorded April 23, 2019, as Doc No. [20190014998](#), Official Washington County Records. (Affects a portion and other property)
26. Stargate Avenue Road Dedication and Reimbursement Agreement, recorded August 31, 2020, as Doc No. [20200046847](#), Official Washington County Records. (Affects a portion and other property)
27. Subject to the GATEWAY AT SAND HOLLOW PUBLIC INFRASTRUCTURE DISTRICT NO 1 and CORRECTED GATEWAY AT SAND HOLLOW PUBLIC INFRASTRUCTURE DISTRICT NO 1, and subject to restrictions, reservations, and all other matters as set forth and disclosed on the Official Plat, recorded August 3, 2021, as Doc No. [20210051786](#), and recorded November 5, 2021, as Doc No. [20210071482](#), Official Washington County Records. (Affects a portion other property)
28. Notice of Public Infrastructure District Creation for the GATEWAY AT SAND HOLLOW PUBLIC INFRASTRUCTURE DISTRICT NO 1, recorded August 10, 2021, as Doc No. [20210053502](#), Official Washington County Records. (Affects a portion other property)
29. Subject to the GATEWAY AT SAND HOLLOW PUBLIC INFRASTRUCTURE DISTRICT NO 2, and subject to restrictions, reservations, and all other matters as set forth and disclosed on the Official Plat, recorded November 18, 2022, as Doc No. [20220050366](#), Official Washington County Records. (Affects a portion other property)
30. Notice of Public Infrastructure District Creation for the GATEWAY AT SAND HOLLOW PUBLIC INFRASTRUCTURE DISTRICT NO 2, recorded November 18, 2022, as Doc No. [20220050368](#), Official Washington County Records. (Affects a portion and other property)
31. Any Afterassessment and/or Rollback of Taxes which may become a lien on said Land by reason of an Annual Application for Assessment and Taxation of Agricultural Lands 1969 Farmland Assessment Act, executed by Perry J. Falk and Deborah A. Falk and Jane Dickinson and Steven Petroski, and Greg Porter, and REV Investments 1, LP, a Nevada Limited Partnership, recorded March 15, 2024, as Doc No. [20240007848](#), Official Washington County Records. (Affects a portion and other property)
32. Subject to easements, notes, restrictions, reservations, any and all other matters as set forth and disclosed on the Official Plat of "SAND HOLLOW EAST ROAD DEDICATION PLAT", recorded September 12, 2024, as Doc No. 20240028591, Official Washington and Utah County Records.
33. Any Afterassessment and/or Rollback of Taxes which may become a lien on said Land by reason of an Annual Application for Assessment and Taxation of Agricultural Lands 1969 Farmland Assessment Act, executed by Western Mortgage & Realty Co., recorded December 13, 2024, as Doc No. [20240039626](#), Official Washington County Records. (Affects a portion and other property)
34. The Effect of the Covenants, Conditions and Restrictions in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, recorded February 12, 2025, as Doc. No. [20250004828](#), Official Washington County Records. (Affects a portion other property).

Exceptions 1-8 will not appear in any Extended Policy and Exceptions 1-10 will not appear in any Extended Loan Policy to be issued hereunder.

Note: The names on Schedule A have been checked for judgments and, if any were found, are disclosed on Schedule B of this Commitment .

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For reference only:

Page 14 | Commitment Number: 234153





Old Republic - Common Endorsements

Ask us about the Old Republic "Plus ⁺" Policy which includes many endorsements as indicated below.

Note: The descriptions and pricing below are for informational purposes only and may change at any time.

Endorsements may not be available or may have additional requirements for each transaction. Unless otherwise noted all endorsements are only available for loan policies. For full descriptions or copies of these endorsements please visit <https://www.alta.org/policy-forms/> or contact our office.

Endorsement	Description	Explanation	*Residential	*Commercial
4-06 ⁺	CONDO	This endorsement provides coverage against loss or damage resulting from certain condominium related risks.	\$20.00	Call - \$50 min
5-06 ⁺	PUD	This endorsement provides coverage against loss or damage resulting from certain risks related to planned unit developments.	\$20.00	Call - \$50 min
6-06 ⁺	Variable Rate Mortgage	This endorsement provides the lender with coverage against loss due to the invalidity, unenforceability or loss of priority of the lien of the Insured mortgage which might be caused by the provisions in the insured mortgage that allow for a variable interest rate.	No Charge	No Charge
7-06 ⁺ *if affixed	Manufactured Housing Unit	Intended for use with residential properties that include a mobile home or prefabricated housing units. The issuance of this endorsement requires that the manufactured housing unit be permanently affixed to the land pursuant to all statutory requirements so that it constitutes real property under the applicable state statute.	Call	N/A
8.1-06 ⁺	Environmental Protection Lien	This Endorsement provides coverage against loss or damage sustained by reason of the lack of priority of the insured mortgage over certain environmental protection liens.	\$20 (1-4) or \$100 structure	N/A
8.2-06	Commercial Environmental Protection Lien	This endorsement provides insurance for Loan and Owner's Policies on commercial property. It insures against existing recorded federal or state environmental protection liens.	N/A	\$100.00
9-06 ⁺	Restrictions, Encroachments, Minerals	This endorsement to the Loan policy insures against violations of restrictions, encroachments over easements, building lines or property lines, and damage by reason of mineral development.	\$25.00	Call- \$55 min
14.1-06 ⁺	14.1-06 Future Advance - Knowledge Residential	This insures priority of future advances in a mortgage with interest rate adjustments.	\$30.00	\$30.00
14.3-06 ⁺	14.3-06 Future Advance - Reverse Mortgage	Insures against the invalidity or unenforceability of the lien of the insured Reverse Mortgage.	\$30.00	N/A
22-06 ⁺	Alta 22-06 Street Address / Location	Loan or Owner's policy. Insures a named improvement is located within the boundaries of the insured land.	\$15.00	\$15.00
39-06	Alta 39-06 Policy Authentication	Assures an Insured against a denial of liability solely on the grounds that a policy is issued electronically or lacks original signatures.	No Charge	No Charge
102.4R	10.24 RESIDENTIAL - Foundation	Provides coverage to a Lender relating to the location of the foundation of improvements under construction.	\$40.00	\$115.00
102.5-06R	102.5-06 RESIDENTIAL - Foundation	Foundations – no violation, no encroachment onto easements or adjoining land.	\$60.00	\$150.00
122	122 - Construction Loan Advance	Provides coverage to a Lender concerning obligatory advances made under the insured mortgage when the original policy amount is for the full amount of the loan.	\$100.00	\$100.00
Natural Person Deletion	Natural Person Deletion	Deletes the requirement in a Homeowner's policy that the insured be a natural person.	\$25.00	N/A
UT SCR	Notice of Construction loan	Insures against loss or damage sustained by the Insured by reason of the failure of a Notice of Construction Loan pertaining to the Insured Mortgage, as defined in Utah Code 38-1a-601, to be filed in the Utah State Construction Registry.	Call - \$250 max	Call - \$250 max



FACTS

WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Go to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terra National Title Services, Inc., and Mississippi Valley Title Services Company</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

Affiliates Who May be Delivering This Notice				
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.
Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company
Old Republic Title Company	Old Republic Title Company of Conroe	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.
Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC	

SOUTHERN UTAH TITLE COMPANY
July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our Internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, title companies, exchange companies, appraisers, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Southern Utah Title Company
20 North Main #403, St. George, UT 84770

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

Zion Regional Medical Center – Zone Change Application

Applicant Name and Representative

Applicant: ZRMC Operating, LLC
3100 W. Ray Road, Ste 201
Chandler, AZ 85226

Representatives: Jared Cox
2715 E. Hermosa Vista Dr.
Mesa, AZ 85213

Karl Rasmussen
20 S. 850 W. #1
Hurricane, UT 84737



STAFF COMMENTS

Agenda Date:	05/22/2025 - Planning Commission
Application Number:	N/A
Action Type:	Legislative
Applicant:	ZRMC Operating LLC
Agent:	Jared Cox and Karl Rasmussen
Request:	Request for a Development Agreement for a building-height exception, and other terms, to allow construction of an 85-foot hospital building in the Highway Commercial zone.
Location:	3150 W State St
Zoning:	Highway Commercial HC
General Plan Map:	General Commercial
Recommendation:	Recommend approval to the City Council
Report Prepared by:	Fred Resch III

Discussion:

The applicant requests to enter into a development agreement with the City to allow a building-height exception, and other terms, for the construction of an 85-foot hospital building on three parcels located south of State Route 9 that are intended to be developed as the Zion Regional Medical Center campus. The site is zoned Highway Commercial and the maximum building height allowed in the Highway Commercial zone is 35 feet. Although the height exception would be primarily for the hospital, the applicant is requesting that the 85-foot height limit apply to the entire development site to allow for future planning flexibility. Pursuant to Utah State Code §10-9a-532, municipalities may enter into development agreements with property owners that include deviations from zoning standards, provided the process follows the requirements for a land use ordinance amendment. This includes holding a public hearing and receiving a formal recommendation from the Planning Commission.

	Zoning	Adjacent Land Use
North	HC, PC	State Route 9, undeveloped property and Sky Rim development on north side
East	HC	Undeveloped property
South	OS, R1-15	Undeveloped property
West	HC	Undeveloped property



Considerations:

There are no considerations in state or city code for a request of this type. Notwithstanding, staff provides the following analysis:

- The Hurricane City General Plan recommends the following goal: “*Coordinate with health care companies to expand their medical facility in Hurricane.*” Supporting the development of the proposed medical facility will help meet this goal.
- Allowing the height exception for the proposed hospital buildings will allow for more efficient use of the space and meet the needs of the entire region and will benefit the City in both the short and long term.
- The proposed hospital tower is setback approximately 450 feet from State Route 9, and all other buildings are also adequately set back from the right-of-way. The site is located at the base of a bluff that is 80 feet tall, which would indicate that the buildings are unlikely to affect scenic vistas.
- This area of town is planned as a commercial corridor, and a hospital facility is therefore consistent with the intended development patterns for the area.
- The property is currently isolated and does not have adequate public facilities (HCC 10-37-4). While staff is generally not in favor of approving a development that is isolated from other developments, this project is considered critical for the City and the region, thus the proposed development agreement should include language ensuring that adequate public facilities are available to the property before construction begins.

Findings:

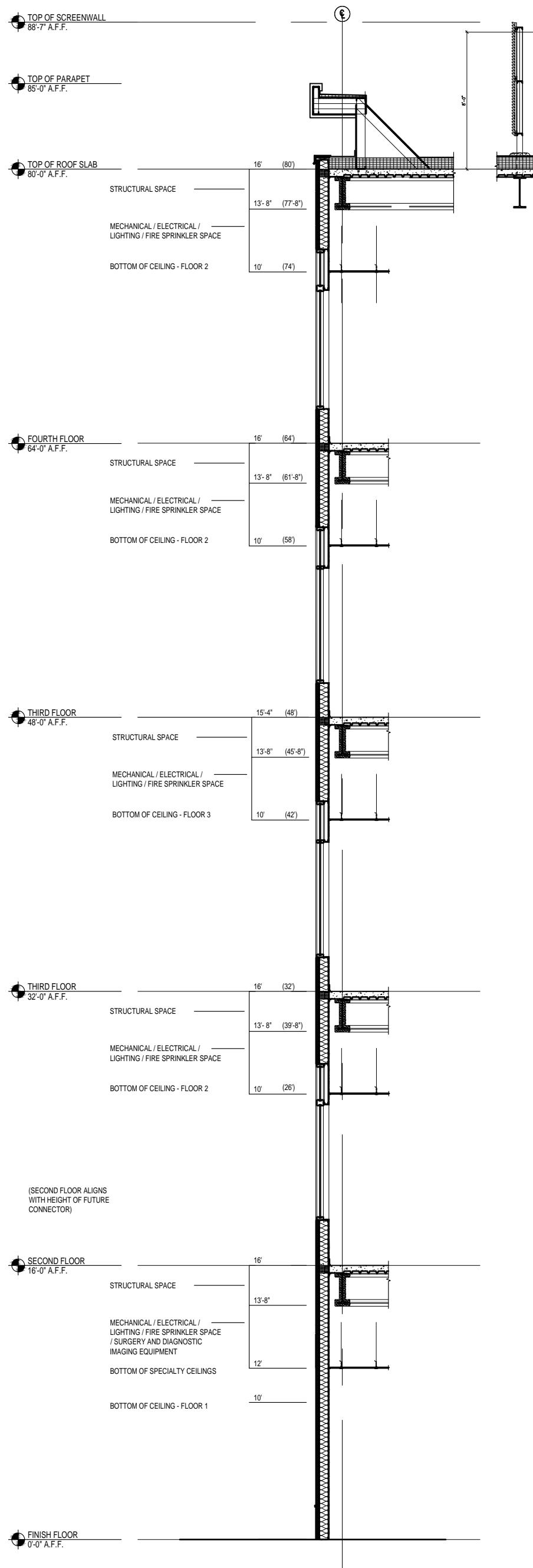
Staff makes the following findings:

1. The proposal is consistent with the General Plan by supporting the development of medical facilities.
2. The proposed position of the building will limit impacts on viewsheds by being mostly below the height of adjacent bluffs.

3. This proposal supports an important industry and is a critical project for the City and region.

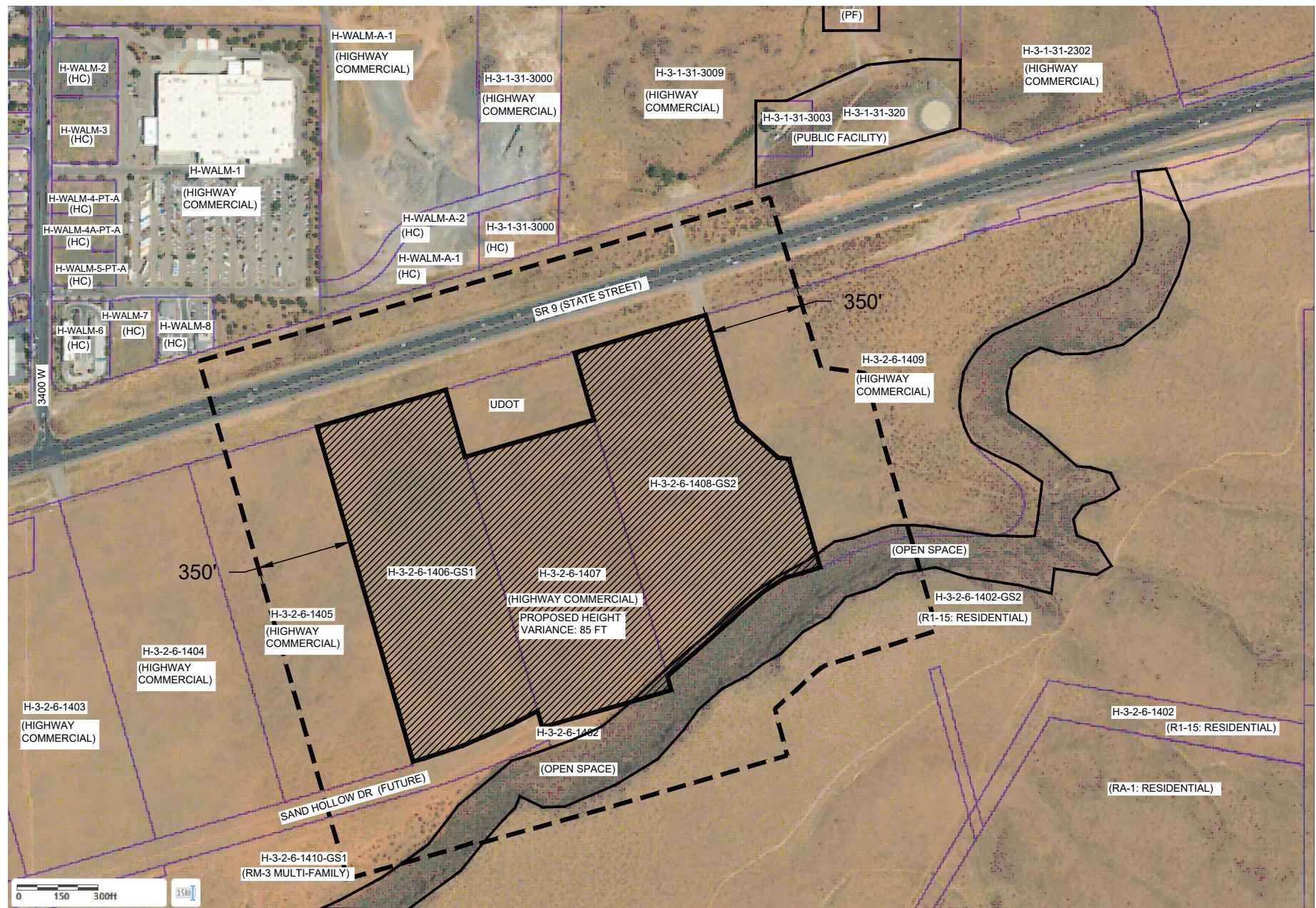
Recommendation: Staff recommends that the Planning Commission consider any public comments received in the public hearing send a recommendation to the City Council to approve a development agreement that will:

- 1) Provide a maximum building-height exception of 85 feet; and
- 2) Require that all public facilities for the project will be provided at adequate levels by the developer before subsequent land-use approvals are granted.



22032

ZION REGIONAL MEDICAL CENTER ZONING MAP



Recording Requested By, and
Return Recorded Document to:
Hurricane City
147 N. 870 W.
Hurricane, UT 84737

APN: H-3-2-6-1406-GS1; H-3-2-6-1407;
H-3-2-6-1408-GS2

DEVELOPMENT AGREEMENT FOR ZION REGIONAL MEDICAL CENTER

This Development Agreement For Zion Regional Medical Center (“Agreement”) is made and entered as of the 19th day of June, 2025 (the “Effective Date”), by and between HURRICANE CITY, a Utah municipal corporation (hereinafter referred to as the “City”) and WESTERN MORTGAGE & REALTY COMPANY, a Washington Corporation (“Western Mortgage”) and ZRMC OPERATING, LLC, a Utah limited liability company (“ZRMC”). Western Mortgage and ZRMC are referred to collectively herein as the “Developer”. The City and Developer are referred to collectively as the “Parties.”

RECITALS

- A. Developer is the owner of land located within Hurricane City as is more particularly described on EXHIBIT A, attached hereto and incorporated by reference (the “Property”).
- B. Developer is proposing the development of a medical center on the Property and is requesting that medical buildings on the Property be allowed to be built at heights that exceed the existing standard height limits.
- C. The Hurricane City Council finds that the requested excess height is essential to accommodate the technical and operational requirements of modern healthcare and medical office design, and that accommodating the height requirements of a medical facility within the City will provide a vital service to the community.
- D. The Hurricane City Council also finds that the Property is uniquely situated against a bluff that is similar in height to the proposed medical buildings, which will mitigate the visual impact of buildings that will exceed the standard building height restrictions.
- E. Therefore, the Hurricane City Council desires to permit medical buildings that exceed the standard height restrictions pursuant to the terms and conditions of this Agreement.
- F. This Agreement is a development agreement authorized by Utah Code section 10-9a-532, as amended.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Developer agree as follows:

1. *Incorporation.* The above recitals are incorporated by reference herein.
2. *Increased Building Heights.* Hospital towers, hospital buildings, medical office buildings, cancer center buildings, medical rehabilitation buildings, and medical clinics (referred to hereinafter as "Medical Buildings") are permitted to be constructed on the Property at the following maximum heights:
 - a. Medical Buildings within 200 feet of the State Route 9 ("SR-9") right-of-way are permitted to be built up to 55 feet in height.
 - b. In the area of the Property that is more than 200 feet from the SR-9 right-of-way, Medical Buildings are permitted to be built up to 70 feet in height.
 - c. In the area of the Property that is more than 200 feet from the SR-9 right-of-way, one hospital building is permitted to be built up to 85 feet in height.The heights permitted in this section are depicted on EXHIBIT B, attached hereto and incorporated by reference. The height of buildings on the Property other than Medical Buildings shall comply with the standard building height restrictions of the applicable zoning. Medical Buildings constructed at heights in excess of the standard 35-foot height limit shall not be converted to a non-medical use.
3. *Compliance with Federal Code; Utah Code; City Code; and City Standards, Manuals, and Specifications.* Except for the modification of the generally applicable building height limitations, this Agreement in no way waives or limits the requirements of the Developer to comply with all applicable federal laws and regulation, Utah codes and regulations, City codes, and City Standards, Manuals, and Specifications. Developer shall comply with all applicable laws and regulations.
4. *No Entitlements.* Except for the modification of the generally applicable building height limitations, this Agreement grants no entitlements to Developer.
5. *Agreement to Run with the Land.* This Agreement shall be recorded in the Office of the Washington County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on all successors in the ownership of any portion of the Property.
6. *Agreement Expiration.* If no building permit for at least one Medical Building has been issued on the Property on or before June 19, 2030, this Agreement shall automatically terminate and all buildings on the Property shall comply with the generally applicable building height restrictions.

7. *Recognition of Lack of Public Facilities; No Obligation by Hurricane City to Extend Services or Facilities.* Developer understands, acknowledges, and specifically agrees that adequate public facilities are not available to serve the Property, and that the Hurricane City Code prohibits the City from approving proposed development if the resulting demand for a public facility will exceed adopted level of service standards unless public facility improvements, reasonably calculated to raise service levels to adopted level of service standards, will be available to serve the development. The Parties acknowledge that making public facilities available to the Property is multi-faceted, involves public financing requirements, requires acquisition of private property rights, involves the potential discretionary exercise of governmental eminent domain powers, involves public policy considerations, involves factors that may be outside the immediate control of the City, and is subject to factors that cannot be known at this time. Therefore, the Developer specifically acknowledges and agrees that the City has no obligation to make public facilities or services available to the Property or to approve any further development of the Property until adequate public facilities are provided to the Property. This Agreement does not entitle Developer to any priority or special treatment related to the development of adequate public facilities. The City makes no warranty or representation as to when or if public facilities will become available to support development of the Property.
8. *Scope and Limitations of Commitment.* Developer acknowledges and agrees that the terms of this Agreement regarding the building heights and the availability of public facilities represent the actual agreement between the Parties. Statements or representations made by City staff or City officials outside this Agreement are not binding on the City and cannot be relied on by Developer.
9. *Authority.* Each Party warrants and represents that they have the authority to execute this Agreement in the capacities indicated.
10. *Representation by Counsel.* Developer has had a full and fair opportunity to consult with its counsel regarding the terms and conditions of this Agreement, including the risks to Developer if Developer undertakes any development-related actions pertaining to the Property.
11. *Amendment.* This Agreement may be amended by mutual agreement of the Parties after compliance with Utah Code section 10-9a-532, as amended.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

CITY:

HURRICANE CITY, a Utah Municipal Corporation

By: _____
Mayor Nanette Billings

DEVELOPER:

WESTERN MORTGAGE & REALTY COMPANY, a Washington Corporation

By: _____
Name: Tim Tippett
Title: President

ZRMC OPERATING, LLC, a Utah limited liability company

By: _____
Name: _____
Title: Manager

STATE OF UTAH)
COUNTY OF WASHINGTON)
:ss)

On the ____ day of _____, 2025, personally appeared before me **Nanette Billings**, who being by me duly sworn, did say that she is the Mayor of Hurricane City, a Utah municipal corporation, and that the within and foregoing instrument was signed on behalf of said corporation with proper authority and duly acknowledged to me that she executed the same.

Notary Public

On the _____ day of _____, 2025, personally appeared before me Tim Tippett, who being by me duly sworn, did say that s/he is the President of WESTERN MORTGAGE & REALTY COMPANY, a Washington Corporation, that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority, and did duly acknowledge to me that s/he executed the same.

Notary Public

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the _____ day of _____, 2025, personally appeared before me _____, who being by me duly sworn, did say that s/he is the Manager of ZRMC OPERATING, LLC, a Utah limited liability company, that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority, and did duly acknowledge to me that s/he executed the same.

Notary Public

EXHIBIT A

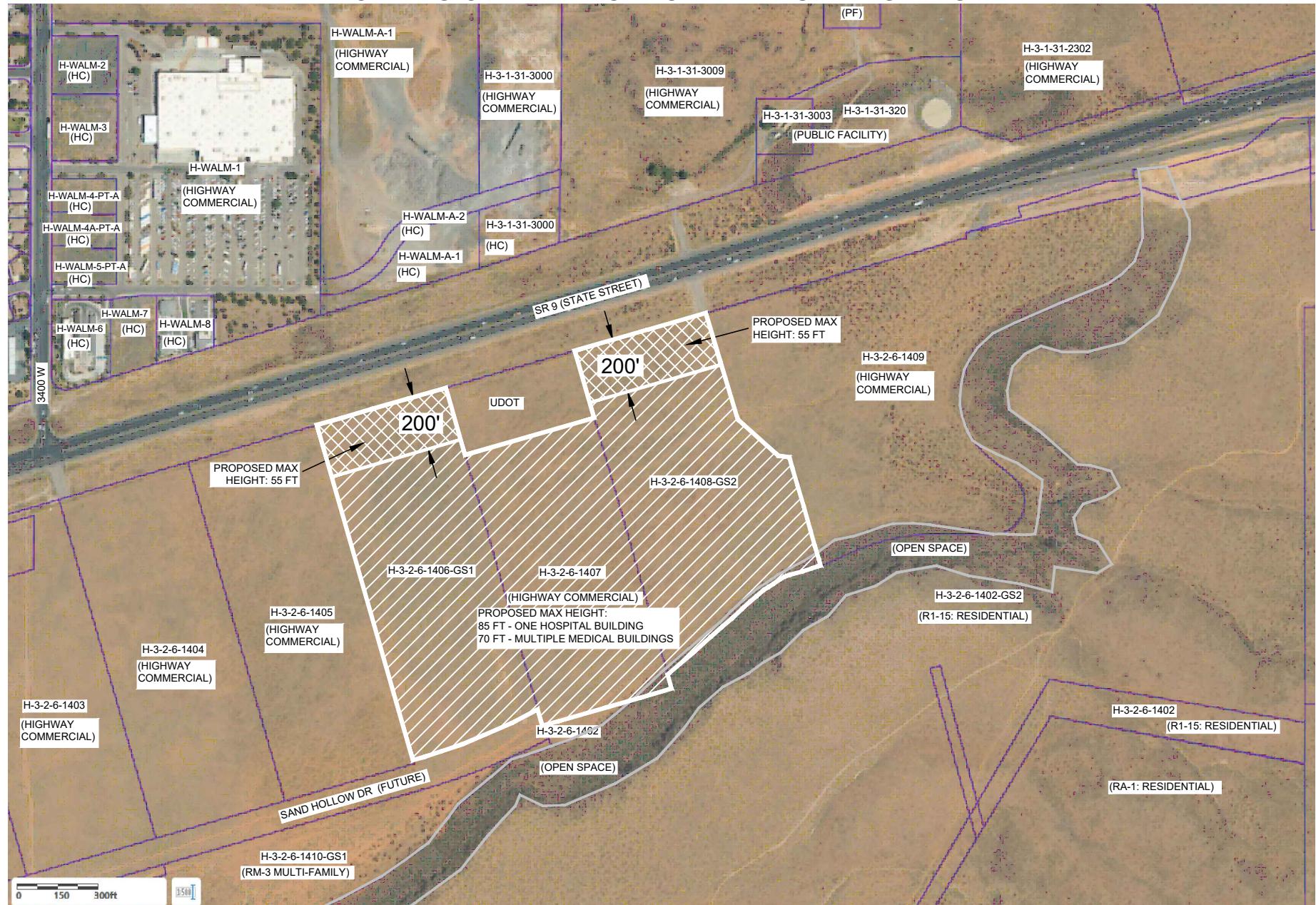
Zion Regional Medical Center Legal Description

COMMENCING AT THE NORTH QUARTER (1/4) CORNER OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE NORTH SECTION LINE OF SAID SECTION 6, N88°53'50"W 952.90 FEET; THENCE SOUTH 34.90 FEET TO THE POINT OF BEGINNING; THENCE S16°11'34"E 367.67 FEET; THENCE S47°32'47"E 200.00 FEET; THENCE S80°04'39"E 42.63 FEET; THENCE S15°13'38"E 332.35 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 206.81 FEET, HAVING A RADIUS OF 856.00 FEET AND A RADIAL BEARING OF S24°42'00"E, THROUGH A CENTRAL ANGLE OF 13°50'34" (LONG CHORD BEARS: S58°22'43"W 206.31 FEET); THENCE SOUTHWESTERLY ALONG THE ARC OF A 2300.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT A DISTANCE OF 450.12 FEET, THROUGH A CENTRAL ANGLE OF 11°12'47", (LONG CHORD BEARS: S57°03'50"W 449.41 FEET); THENCE S62°40'14"W 545.96 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAND HOLLOW EAST ROAD DOCUMENT NUMBER# 20240028591; THENCE ALONG SAID RIGHT-OF-WAY LINE OF SAID SAND HOLLOW EAST ROAD THE FOLLOWING TWO (2) COURSES: (1) WESTERLY ALONG THE ARC OF A 2350.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 496.39 FEET, THROUGH A CENTRAL ANGLE OF 12°06'09", (LONG CHORD BEARS: S68°43'18"W 495.46 FEET); (2) S74°46'22"W 7.30 FEET; THENCE N15°13'38"W 1218.87 FEET; THENCE N67°41'06"E 137.79 FEET; THENCE N72°21'52"E 82.63 FEET; THENCE N73°55'20"E 127.33 FEET; THENCE N76°00'01"E 153.43 FEET TO THE BOUNDARY OF A UTAH DEPARTMENT OF TRANSPORTATION (UDOT) PARCEL; THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) COURSES: (1) S15°13'38"E 202.15 FEET; (2) N74°48'22"E 500.00 FEET; (3) N15°13'38"W 203.70 FEET; THENCE N73°42'00"E 508.23 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 1,655,924 SQUARE FEET OR 38.015 ACRES.

EXHIBIT B

ZION REGIONAL MEDICAL CENTER BUILDING HEIGHT EXHIBIT





HURRICANE CITY UTAH

STAFF COMMENTS

Item: Consideration and possible approval of an appeal on the denial of a vacation rental license.

Discussion: This item is an appeal of the City's denial of a business license for a whole home vacation rental in a single-family zone within the Dixie Springs area. The basis for the City's denial of the license is Hurricane City Code ("HCC") section 10-51-13(D)(1), which states that "no new or additional whole home vacation rentals shall be permitted or licensed within any single-family zones...."

The applicant previously held a whole home vacation rental license for the subject property from 2017 until it expired on February 28, 2025, and was forfeited under the ordinance on April 14, 2025, due to a failure to renew within 45 days after expiration. HCC section 3-1-5(C)(2) states that "Any licensee shall forfeit the right to renew a license if the licensee does not complete [the renewal checklist] prior to 45 days after the expiration date of the license...."

The applicant expressed a desire to appeal the forfeiture to the City Council, and City staff advised that the applicant had the right to apply for a new license and appeal the denial to the Council, which is what has happened to place this appeal on the Council's agenda.

City staff have verified that the normal procedures were followed to provide the applicant with notices and reminders of the renewal requirement. Prior to the forfeiture, City staff mailed to the applicant's address on file the renewal notice, reminder, delinquent notice, and final failure-to-renew notifications, all of which were returned as undeliverable. City staff verified that the applicant's mailing address on file matched the address used for utility billing, and utility bills were not returned as undeliverable, indicating successful delivery to that address. On June 3, 2025, the owner contacted the City to update their mailing address and was informed that their license had been forfeited and was no longer valid. The applicant has no prior history of late payments.

In responding to the appeal, the Council has two options: (1) deny the appeal and uphold the forfeiture under the applicable ordinances or (2) grant the appeal and allow a whole home vacation rental business license to be reinstated for the property located at 3470 W 2530 South. The City Council has previously granted a grace period for existing bookings when a vacation rental license is revoked or denied, which should be discussed if the appeal is denied. – Dayton Hall

Findings:

Recommendation:

Hurricane City
147 N 870 W
HURRICANE UT 84737
435-635-2811
RENEWAL NOTICE
01/15/2025

NELZ-TRYBE LLC
3929 SUMMER RIDGE RD
MORGAN UT 84050

Please review the information below to verify that it is correct. Update any incorrect contact information by noting changes to the right of the information you are adding to or changing. Contact the Business Licensing Clerk if you need to change the business name, address, owner, or activity. Sign and return the application with the appropriate license fee(s). If you prefer to email it back, send it to licensing@hurricane.utah.gov and then call with the payment. PLEASE DO NOT PAY VIA XPRESS BILL PAY. If you are no longer doing business, you must check the appropriate box, sign and return so we can update our system with the correct information.

Account #: 8094

Business Name: NELZ-TRYBE LLC

DBA:

Address: 3470 W 2530 SOUTH

Mailing Address: 3929 SUMMER RIDGE RD

MORGAN UT 84050

Phone: 801-668-1578

Sales Tax ID #: 15380179-003-STC

Federal Tax ID#:

Professional License #:

Email Address: lanelle@enterprisesrpm.com

Website:

Owner Name: LANELLE BUTTERFIELD

Owner Phone: 801-668-1578

Manager Name: EVOLVE-JP DEWITT

Manager Phone: 435-632-0987

License #: 8094

License Description: VACATION RENTAL

Fee: 300.00

Due 45 days from date of notice. Late fees will be assessed!

I have read the above, and declare under penalty of perjury that each and every statement made is true, correct and complete.

Authorized Signature

Date

No longer operating business in Hurricane City

Authorized Signature

Date

US POSTAGE TM PITNEY BOWES



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FIRST-CLASS

HURRICANE CITY
147 North 870 West
Hurricane, UT 84737

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RECEIVED		847371671

RECEIVED
8473736734 - HURRICANE CITY
847371671

Hurricane City
147 N 870 W
HURRICANE UT 84737
435-635-2811
RENEWAL REMINDER
03/03/2025

NELZ-TRYBE LLC
3929 SUMMER RIDGE RD
MORGAN UT 84050

Please review the information below to verify that it is correct. Update any incorrect contact information by noting changes to the right of the information you are adding to or changing. Contact the Business Licensing Clerk if you need to change the business name, address, owner, or activity. Sign and return the application with the appropriate license fee(s). If you prefer to email the form back, send it to licensing@hurricane.utah.gov and then call with payment. PLEASE DO NOT SUBMIT PAYMENT VIA XPRESS BILL PAY. If you are no longer doing business, you must check the appropriate box, sign and return so we can update our system with the correct information.

Account #: 8094

Business Name: NELZ-TRYBE LLC

DBA:

Address: 3470 W 2530 SOUTH

Mailing Address: 3929 SUMMER RIDGE RD

MORGAN UT 84050

Phone: 801-668-1578

Sales Tax ID #: 15380179-003-STC

Federal Tax ID#:

Professional License #:

Email Address: lanelle@enterprisesrpm.com

Website:

Owner Name: LANELLE BUTTERFIELD

Owner Phone: 801-668-1578

Manager Name: EVOLVE-JP DEWITT

Manager Phone: 435-632-0987

License #: 8094

License Description: VACATION RENTAL

Fee: 300.00

Due 30 days from date of notice. Late fees will be assessed!

I have read the above, and declare under penalty of perjury that each and every statement made is true, correct and complete.

Authorized Signature

Date

No longer operating business in Hurricane City

Authorized Signature

Date

HURRICANE CITY
147 North 870 West
Hurricane, UT 84737

147 North 870 West
Hurricane, UT 84737

卷之三

Hurricane City
147 N 870 W
HURRICANE UT 84737
435-635-2811

DELINQUENT NOTICE
RESPOND WITHIN 15 DAYS OF NOTICE DATE

04/03/2025

NELZ-TRYBE LLC
3929 SUMMER RIDGE RD
MORGAN UT 84050

Please review the information below to verify that it is correct. Update any incorrect contact information by noting changes to the right of the information you are adding to or changing. Contact the Business Licensing Clerk if you need to change the business name, address, owner, or activity. If you prefer to email the form back, send it to licensing@cityofhurricane.com and then call with payment. PLEASE DO NOT PAY VIA XPRESS BILL PAY. Sign and return the application with the appropriate license fee(s). If you are no longer doing business, you must check the appropriate box, sign and return. If we do not receive notification, we will presume that you are still in business and proceed with prosecution.

Account #: 8094

Business Name: NELZ-TRYBE LLC

Address: 3470 W 2530 SOUTH

Mailing Address: 3929 SUMMER RIDGE RD

MORGAN UT 84050

A \$20 late fee has been assessed; You have 15 days to renew your license. After that time, a new application must be filed; renewal will not be permitted.

Phone: 801-668-1578

Sales Tax ID #: 15380179-003-STC

Federal Tax ID#:

Professional License #:

Email Address: lanelle@enterprisesrpm.com

Website:

Owner Name: LANELLE BUTTERFIELD

Owner Phone: 801-668-1578

Manager Name: EVOLVE-JP DEWITT

Manager Phone: 435-632-0987

License #: 8094

License Description: VACATION RENTAL

Fee: **320.00**

Includes \$20.00 late penalty.

Annual fire inspections by the Hurricane Valley Fire Special Services District are now required for ALL businesses (excluding homebased fee exempt) before your new business license can be issued. Failure to meet this requirement within the renewal period will result in denial of your renewal. Please visit www.hvfssd.org to pay for your inspection fee and call 435-635-9562 to schedule your inspection.

I have read the above, and declare under penalty of perjury that each and every statement made is true, correct and complete.

Authorized Signature

Date

No longer operating business in Hurricane City

Authorized Signature

Date

HURRICANE CITY

147 North 870 West
Hurricane, UT 84737

LAS VEGAS NV 890
4 APR 2025 PM 4 L
FIRST CLASS



US POSTAGE MAILED BY MELINDA BOWES

ZIP 84737 \$ 000.69⁰
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RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

BC: 84737167147 * 0779-01377-07-16
840849-3732521

Hurricane City
147 N 870 W
HURRICANE UT 84737
435-635-2811

04/21/2025

NELZ-TRYBE LLC
3929 SUMMER RIDGE RD
MORGAN UT 84050

To Whom It May Concern:

The deadline to renew your business license is forty five (45) days after the expiration date. As of today, no payment has been received; therefore, your right to renew your license has been forfeited.

Upon receipt of this notice you are hereby ordered to cease and desist all business activity. Failure to abide by this order will place you in violation of Hurricane City Code 3-10-12. A person in violation of this ordinance shall be guilty of an infraction and issued a citation of \$750.00 per day.

If you have any questions regarding this matter, you may contact the Business License Office at 435-635-2811 x120.

Sincerely,

Karri Richardson
Licensing Clerk
Hurricane City

HURRICANE CITY

147 North 870 West

Hurricane, UT 84737

ANV

LAS VEGAS NV 890

23 APR 2025 AM 4 L



FIRST-CLASS

US POSTAGE TM PITNEY BOWES

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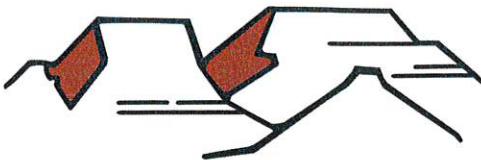
NOT RETURNABLE
TO SENDER
OR RECIPIENT

PC: 84737167147 0779-03395-23-23

84050-932471
8473792471671

Mayor
Nanette Billings

City Manager
Kaden DeMille



City Council
David Hirschi
Kevin Thomas
Clark Fawcett
Drew Ellerman
Joseph Prete

HURRICANE CITY

UTAH

June 4, 2025

Troy and Lanelle Butterfield
444 W Randy's Ct
Farmington UT 84025

To whom it may concern,

Hurricane City received an application for a vacation rental license along with payment of the license and application fees. This application was reviewed in accordance with licensing procedures, and it was determined that the license could not be approved and issued because whole house vacation rentals are not allowed in single-family dwellings as outlined in HCC-10-51-13.

Operating the business without a license would subject you to citation for operating without a valid business license.

If you wish to appeal against this decision, you must submit a written notice of appeal with the City Recorder within 15 days of this denial. Upon receiving a written notice of appeal, the matter shall be heard and decided by the City Council at the next City Council meeting.

If you have any questions regarding this matter, you may contact the Business License office at 435-635-2811 ext. 112 or by emailing licensing@hurricane.utah.gov.

Thank you,

Brienna Spencer

Brienna Spencer
Planning Technician/Licensing Clerk



Cindy Beteag

From: Lanelle Butterfield <lanellebutterfield@gmail.com>
Sent: Wednesday, June 4, 2025 7:14 PM
To: Cindy Beteag
Subject: Fwd: Mailing address change
Attachments: Hurricane Build Dept_20250604_161412.pdf

Cindy,

I would like to appeal this decision. Is this all that you need to get me on the agenda? Please let me know if there is anything else I need to do. Also, I was told that all 4 of the notices were returned to my file. Can you confirm this for me?

I so appreciate all of your help. I know this is out of your hands but I appreciate your goodness to help.

Best Regards,
Lanelle Butterfield

Begin forwarded message:

From: Brienna Spencer <brienna@hurricane.utah.gov>
Subject: RE: Mailing address change
Date: June 4, 2025 at 4:08:01 PM MDT
To: Cindy Beteag <cindy@hurricane.utah.gov>, Lanelle Butterfield <lanellebutterfield@gmail.com>

Lanelle,

Here is a copy of your denial letter. You'll need to submit written notice to Cindy to appeal the decision.

You'll also receive a copy of this letter in the mail

Thank you,



HURRICANE CITY **UTAH**

STAFF COMMENTS

Item: Consideration and possible approval of a Development and Power Line Extension Agreement with WPP Hurricane Land, LLC.

Discussion: This agenda item is for the approval of a contract that details a developer's obligation to provide power capacity to a development as a condition of future preliminary plat approvals. The property proposed for development is part of the former Collina Tinta development that was subject to a 2006 development agreement, but this property is now referred to as Black Ridge. The property is generally located south of the Zion Vista development, east of Sullivan's Knoll, and West of 1100 West and the Three Falls Substation. The 2006 development agreement, which is still valid, requires that developers of the property provide power capacity to the property as a condition of development. The 2006 development agreement permits approximately 1900 units. The proposed agreement clarifies that the developer will meet this obligation by (1) constructing a distribution line from the Sky Mountain substation site to the project along 2260 West and Rlington Parkway and then (2) constructing a distribution line from the Three Falls substation to the project.

The Power Board discussed this item on June 11, 2025, and unanimously recommended approval of the proposed Development and Power Line Extension Agreement with WPP Hurricane Land, LLC. - Dayton Hall

Findings:

Recommendation:

When Recorded Return To:

Hurricane City
Attn: Dayton Hall, City Attorney
147 N. 870 W.
Hurricane, Utah 84737

APN: H-3-2-4-44021; H-3-2-4-146; H-3-2-4-147;
H-3-2-4-139; H-3-2-3-344; H-3-2-4-214

DEVELOPMENT AND POWER LINE EXTENSION AGREEMENT

THIS DEVELOPMENT AND POWER LINE EXTENSION AGREEMENT (“Agreement”) is made to be effective as of June 5, 2025 (the “Effective Date”), by and between WPP Hurricane Land, LLC, a Utah limited liability company (“Developer”) and Hurricane City, a Utah municipal corporation (“City”) (individually a “Party” and collectively the “Parties”).

RECITALS

A. Summit-Hurricane Development, Inc, a Nevada corporation, Toquerville Enterprises, a Utah limited liability company and City entered into that certain Development Agreement for Painted Hills Collina Tinta dated September 7, 2006, and recorded in the Official Records of Washington County, Utah on October 24, 2006, as Document No. 20060049271, as amended (the “Development Agreement”), for the development of approximately 560 acres of land located in Hurricane, Utah.

B. Developer currently owns property that is subject to the Development Agreement, which property is more particularly described at Exhibit A, attached hereto (the “Property”).

C. The Development Agreement includes obligations now applicable to Developer regarding providing power to Developer’s property.

D. The parties desire to enter into this Agreement to clarify and confirm Developer’s obligations related to providing power capacity and infrastructure to the Property as set out in section 4.3.1 of the Development Agreement.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Developer's Obligations.** To provide power capacity to Developer's Property, Developer shall, as a condition of receiving any land use approvals for the Property, complete the installation of underground distribution lines to the Property as described in this paragraph:

a. Power Line Extension from 600 North Street. Developer shall complete a distribution line from the Sky Mountain Substation site located on 600 North Street extending south along 2260 West Street, across State Street, and south along Rlington Parkway to the point where the power is needed within the Property. Developer may complete the construction in phases associated with desired preliminary plat or site plan approvals and based on the number of units within each phase, as detailed in the following table:

<u>Development</u>	<u>Required Construction</u>	<u>Number of Units</u>
Black Ridge Phase 2	Acquire any needed easements and construct an underground 3 phase main line from the existing switch located at 150 South Rlington Parkway to 840 South Rlington Parkway, which will temporarily extend circuit BW-201.	Upon completion of this construction, adequate power capacity will be available for the 45 units planned for Black Ridge Phase 2.
Black Ridge Apartments	Acquire any needed easements and complete the underground 3 phase main line from the Sky Mountain Substation at 600 North Street to 840 South Rlington Parkway.	Upon completion of this construction, adequate power capacity will be available for the 440 units planned for the Black Ridge Apartments.
Additional Development	No additional construction required	295 additional units permitted.

b. Power Line Extension from Three Falls Substation. Any additional development beyond the units contemplated in Section 1(a), above, will require a new distribution line to be extended from the Three Falls Substation, with the expected route running west to Rlington Parkway and then north to 840 South Rlington Parkway.

2. **Unit Count and Calculation.** This Agreement assumes that the order of development proceeds in the order listed; however, should Developer choose to proceed in a different order or with different unit counts, the unit count will dictate the required construction

prior to preliminary plat or site plan approvals. The unit counts assume that each unit will require one, standard 200 amp connection. For example, a unit that requires a 400 amp connection will count as two units and a unit that requires a 100 amp connection will only count as one-half of a unit for purposes of this Agreement.

3. Design, Engineering, and Approvals. Developer shall retain a qualified electrical engineer approved by the City (in the City's reasonable discretion) ("Developer's Engineer"), to design and engineer the construction consistent with City specifications and standards. The design and engineering of the power line extension and/or upgrade, as shown on construction drawings, shall be approved by the Hurricane City Power Department and the Hurricane City Joint Utility Committee, which approval process will be facilitated by Developer and Developer's Engineer.

4. Contractor. Developer shall retain an appropriately licensed electrical contractor approved by the City (in the City's reasonable discretion) ("Developer's Contractor") to perform the construction described herein.

5. Bonding; Warranty. Developer shall comply with the completion bonding and warranty bonding required by the City Code at the time of construction.

6. Authority to Sign. The City and Developer each warrant and represent that it is duly authorized to enter into, execute, and carry out this Agreement.

7. No Reimbursement or Credit. The Developer understands and agrees that all costs and expenses incurred by Developer pursuant to this Agreement are to provide power capacity to Developer's Property as contemplated in the Development Agreement, and the infrastructure provided by the Developer has been specifically calculated based on the amount of power being provided to Developer's Property. As such, Developer shall have no right to any credit, waiver, voucher, additional capacity, or reimbursement because of costs or expenses incurred hereunder. Developer expressly waives any claim to such right under the Constitution of the United States, Utah Constitution, Federal and State Statutes, and Hurricane City ordinances. This Agreement does not create or vest with Developer any exclusive rights to power capacity.

8. Represented by Counsel. Each party acknowledges that it has had the opportunity to be represented by counsel in connection with this Agreement and the transactions and obligations contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would provide any party with a defense to the enforcement of the terms of this Agreement against such party based upon lack of legal counsel shall have no application and is expressly waived. The parties also agree that this Agreement shall be deemed as jointly drafted by the parties and no presumption against the drafting party shall exist.

9. Execution and Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute and be one and the same document.

10. **Effect on Development Agreement.** This Agreement clarifies and confirms Developer's obligations under section 4.3.1 of the Development Agreement. Developer's performance under this Agreement satisfies Developer's obligations related to providing power capacity and infrastructure to the Property as set out in section 4.3.1 of the Development Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Development Agreement, the terms of this Agreement shall control.

11. **Effect on other Agreements.** The Property that is subject to this Agreement is a subset of the total property that is subject to the Development Agreement. This Agreement does not modify the obligations of other property owners that are subject to the Development Agreement.

IN WITNESS HEREOF, the Parties have executed this DEVELOPMENT AND POWER LINE EXTENSION AGREEMENT as of the date first above written.

DEVELOPER:

WPP Hurricane Land, LLC, a Utah limited liability company

By: _____

Print Name: _____

Title: _____

CITY:

Hurricane City, a Utah municipal corporation and political subdivision of the State of Utah

By: _____

Print Name: _____

Title: _____

STATE OF

)

: ss.

COUNTY OF

)

On the _____ day of _____, 2025 personally appeared before me _____ and _____, who, being by me duly sworn, did say that he/she/they is/are the _____ of WPP Hurricane Land, LLC, a Utah limited liability company, and said person acknowledged to that said company executed the same.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

On the _____ day of _____, 2025 personally appeared before me Nanette Billings, who, being by me duly sworn, did say that she is the Mayor of Hurricane City, a municipal corporation and political subdivision of the State of Utah, and said person acknowledged to that said corporation executed the same.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

Exhibit “A”

LEGAL DESCRIPTION

Located in the West half and the Southeast 1/4 of Section 04, Township 42 South, Range 13 West, Salt Lake Base and Meridian, located in Hurricane City, Washington County, Utah, being more particularly described as follows:

Beginning at a point N88°52'48" W 436.22 feet along the quarter Section line and S01°07'12" W 404.00 feet from the North Quarter Corner of Section 04, Township 42 South, Range 13 West, Salt Lake Base and Meridian; running thence S 31°53'11" E 802.47 feet; thence S 01°03'13" W 1,718.83 feet; thence S 89°02'24" E 2,391.86 feet; thence S 01°10'56" W 308.85 feet; thence S 00°59'14" W 252.00 feet; thence S 89°00'29" E 106.84 feet; thence S 67°03'23" E 104.61 feet; thence N 67°03'14" E 29.53 feet; thence N 17°24'25" W 28.59 feet; thence S 89°00'29" E 25.66 feet; thence S 01°08'09" W 757.99 feet; thence N 89°00'29" W 1,319.08 feet; thence S 01°06'03" W 1,318.25 feet; thence N 88°59'50" W 2,677.40 feet; thence N 88°55'49" W 1,277.40 feet; thence N 01°05'49" E 1,315.92 feet; thence N 88°54'46" W 1,321.68 feet; thence N 01°03'07" E 4,118.35 feet; thence S 88°56'08" E 1,228.09 feet; thence Southeasterly along the arc of a non-tangent curve to the right having a radius of 93.84 feet a distance of 16.87 feet through a central angle of 10°18'08" Chord: S 58°52'42" E 16.85 feet to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 453.02 feet a distance of 257.37 feet through a central angle of 32°33'03" Chord: S 70°00'09" E 253.92 feet to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 379.00 feet a distance of 284.29 feet through a central angle of 42°58'38" Chord: S 64°47'22" E 277.67 feet; thence S 43°18'03" E 465.45 feet; thence S 43°16'54" E 360.71 feet; thence along the arc of a curve to the left with a radius of 779.77 feet a distance of 71.49 feet through a central angle of 05°15'10" Chord: S 45°54'29" E 71.46 feet; thence S 48°20'52" E 193.59 feet; thence along the arc of a curve to the left with a radius of 458.10 feet a distance of 153.79 feet through a central angle of 19°14'07" Chord: S 57°57'55" E 153.07 feet to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 151.82 feet a distance of 171.99 feet through a central angle of 64°54'41" Chord: S 35°07'38" E 162.94 feet; thence Southerly along the arc of a non-tangent curve to the left having a radius of 530.37 feet a distance of 136.63 feet through a central angle of 14°45'36" Chord: S 13°00'47" E 136.25 feet; thence Southerly along the arc of a non-tangent curve to the right having a radius of 709.00 feet a distance of 270.77 feet through a central angle of 21°52'54" Chord: S 08°39'21" E 269.13 feet; thence S 02°10'13" W 807.64 feet; thence along the arc of a curve to the left with a radius of 629.00 feet a distance of 312.54 feet through a central angle of 28°28'11" Chord: S 12°03'52" E 309.34 feet; thence along the arc of a curve to the left with a radius of 629.00 feet a distance of 231.02 feet through a central angle of 21°02'37" Chord: S 36°49'16"E 229.72 feet; thence S 47°20'49" E 145.06 feet; thence S 46°57'37" E 1.57 feet; thence Southeasterly along the arc of a non-tangent curve to the right having a radius of 1,169.99 feet a distance of 452.15 feet through a central angle of 22°08'33" Chord: S 36°17'14" E 449.35 feet; thence N 64°47'54" E 75.30 feet; thence N 27°21'01" W 93.97 feet; thence Northwesterly along the arc of a non-tangent curve to the left having

a radius of 4,995.40 feet a distance of 8.15 feet through a central angle of $00^{\circ}05'37''$ Chord: N $29^{\circ}45'38''$ W 8.15 feet; thence N $38^{\circ}40'00''$ E 250.44 feet; thence N $37^{\circ}17'21''$ W 136.31 feet; thence N $20^{\circ}25'28''$ E 252.12 feet; thence S $88^{\circ}56'04''$ E 62.18 feet; thence N $01^{\circ}01'46''$ E 50.00 feet; thence N $88^{\circ}55'17''$ W 88.30 feet; thence N $01^{\circ}01'44''$ E 120.00 feet; thence N $88^{\circ}58'25''$ W 91.30 feet; thence Northwesterly along the arc of a non-tangent curve to the right having a radius of 170.00 feet a distance of 217.13 feet through a central angle of $73^{\circ}10'50''$ Chord: N $52^{\circ}23'06''$ W 202.67 feet; thence N $15^{\circ}47'32''$ W 53.19 feet; thence Northerly along the arc of a non-tangent curve to the right having a radius of 1,480.51 feet a distance of 386.74 feet through a central angle of $14^{\circ}58'00''$ Chord: N $08^{\circ}18'23''$ W 385.64 feet; thence N $00^{\circ}39'29''$ E 76.36 feet; thence N $02^{\circ}08'10''$ E 215.28 feet; thence N $02^{\circ}00'56''$ E 223.75 feet; thence Northwesterly along the arc of a non-tangent curve to the left having a radius of 800.00 feet a distance of 626.44 feet through a central angle of $44^{\circ}51'56''$ Chord: N $23^{\circ}27'30''$ W 610.56 feet; thence N $49^{\circ}56'56''$ E 203.52 feet; thence along the arc of a curve to the left with a radius of 533.44 feet a distance of 375.46 feet through a central angle of $40^{\circ}19'37''$ Chord: N $29^{\circ}47'07''$ E 367.75 feet; thence S $89^{\circ}11'33''$ E 228.74 feet to the point of beginning.

Containing 510.18 acres +/-.

RESOLUTION NO. 2025-28

A RESOLUTION APPROVING AMENDMENTS TO THE TRANSMISSION SERVICE AGREEMENT FOR THE CENTRAL-ST. GEORGE TRANSMISSION PROJECT TO AUTHORIZE CERTAIN UPGRADES TO THE PROJECT, THE ISSUANCE OF BONDS BY UAMPS TO FINANCE SUCH UPGRADES AND RELATED AMENDMENTS; AND RELATED MATTERS.

WHEREAS, Hurricane City, Utah (the "City") and Utah Associated Municipal Power Systems ("UAMPS"), have entered into a Transmission Service Agreement for the Central-St. George Transmission Project, dated as of July 1989, as heretofore supplemented and amended (the "*Transmission Service Agreement*"), for the Central-St. George Transmission Project (the "*Project*");*

WHEREAS, pursuant to Section 13.1 of the Transmission Service Agreements, UAMPS shall determine from time to time whether Upgrades to the Project should be undertaken;

WHEREAS, UAMPS has determined that it is necessary and desirable and in the best interest of the Participants to undertake the installation of additional transformers at Central/Red Butte Substation and the St. George Substation, facilities and equipment to increase the transformation capacity at the River, Skyline and Green Valley Substations, the reconductoring of the River Transmission Line, together with the additional Upgrades shown on the amendments to Exhibit C to the Transmission Service Agreements attached hereto as *Exhibit I* (the "2025 System Upgrades"), which 2025 System Upgrades will increase the transmission capability and system reliability of the Project and enable the Project to meet the increasing electric loads and requirements in Washington County, Utah;

WHEREAS, the Project Management Committee has unanimously consented to such revised *Exhibit C* to the Transmission Service Agreements and has requested that the City Council of each of the Participants adopt a resolution in substantially the form of this resolution to approve the amendments to Exhibit C, an increase in the amount of Bonds that may be issued by UAMPS to finance the Project and related amendments to the Transmission Service Agreements; and

WHEREAS, the Transmission Service Agreements, the City has the option of making an Acquisition Payment with respect to its share of the Cost of Acquisition and Construction of the 2025 System Upgrades, and the City has determined to waive this option;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE HURRICANE CITY, UTAH, as follows:

Section 1. Approval of Revised Exhibit C to Transmission Service Agreement. The revised form of Exhibit C to the Transmission Service Agreement, in substantially the form attached hereto as *Exhibit I*, is hereby authorized and approved.

* Capitalized terms used and not defined herein have the meanings assigned to them in the Transmission Service Agreement.

Section 2. Approval of Other Amendments to Transmission Service Agreement. (a) The amendment of Section 16.1.5 of the Transmission Service Agreement to increase the principal amount of Bonds that may be issued by UAMPS to finance the Cost of Acquisition and Construction of the Project to \$100,000,000 is hereby approved.

(b) The amendment of Section 19.1 of the Transmission Service Agreement to read as follows is hereby approved:

From and after the beginning of the first Contract Year (and whether or not the Date of Firm Operation shall have occurred with respect to the Project), the Participant shall be obligated to pay for each Month an amount equal to (i) the product of such Participant's Project Debt Service Share, if applicable, for the Project (calculated at such time) and the Monthly Central - St. George 138 kV Transmission Project Bond Debt Service, if applicable, for such Month plus (ii) the product of such Participant's Entitlement Share and the Monthly Operation and Maintenance Costs for such Month; provided that the Project Management Committee may establish operating procedures to adjust the amounts determined under clause (i) and clause (ii) on the basis of each Participant's forecasted usage of the major components of the Project, which forecasted usage shall be revised as necessary based on an annual engineering review of such forecasted usage.

(c) The Mayor and the City Recorder are each hereby authorized and directed to execute a Fourth Supplemental Transmission Agreement with UAMPS to memorialize the amendments to the Transmission Service Agreement approved in this resolution.

Section 3. [No] Acquisition Payment. The City hereby waives its right to elect an Acquisition Payment Percentage under Section 14 of the Transmission Service Agreement with respect to the 2025 System Upgrades.

Section 4. Other Actions with Respect to the Transmission Service Agreement. The Mayor, the City Recorder, the City Attorney and other officers and employees of the City, including the City's representative to UAMPS, shall take all actions necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby, including, without limitation, the delivery of such certificates and opinions as may be requested by UAMPS in connection with the issuance of Bonds to finance the Cost of Acquisition and Construction of the 2025 System Upgrades.

Section 5. Miscellaneous; Effective Date. (a) This resolution shall be and remain irrepealable until the Bonds contemplated by the Transmission Service Agreement and the interest thereon shall have been fully paid, cancelled and discharged and the Transmission Service Agreement shall be terminated.

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

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

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

ADOPTED AND APPROVED this ____ day of _____, 2025.

HURRICANE CITY, UTAH

Mayor: Nanette Billings

ATTEST AND COUNTERSIGN:

City Recorder: Cindy Beteag

[SEAL]

EXHIBIT I
[AMENDED EXHIBIT C TO TSA]



HURRICANE CITY **UTAH**

STAFF COMMENTS

Item: Consideration and possible approval of a Reimbursement Agreement with Falcon Crest, LLC for improvements made to 1500 South.

Discussion: The City has issued at least 15 building permits for homes along 1500 South prior to the development of the Hurricane Fields Estates Subdivision without requiring road improvements. For years 1500 South remained a gravel road. When the Hurricane Fields Estates project was proposed it was determined that 1500 South needed to paved according to Hurricane City Ordinance. Because 1500 South is a master planned roadway and is already serving a number of existing homes, a large portion of the paving and associated work was deemed a system improvement and thus eligible for reimbursement through impact fees.

The total amount recommended by the City Engineer for reimbursement is **\$124,114.10**. This figure has been presented to the developer and agreed upon. The City Attorney has drafted the reimbursement agreement and it is recommended for approval by Staff. – Arthur LeBaron

Findings:

Recommendation:

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into on June 19, 2025, by and between the Hurricane City, a Utah municipal corporation, hereinafter referred to as "City", and Falcon Crest, LLC, a Utah limited liability company, hereinafter referred to as "Developer", (each of the foregoing individually a "Party" and collectively the "Parties").

Recitals

- A. Developer is in the process of subdividing and developing Hurricane Fields Estates, a residential agricultural subdivision located in Hurricane City between 1500 South, 2060 South, 700 West, and 1100 West.
- B. As a condition of the development of the initial phases of Hurricane Fields Estates, Developer was required to make improvements to 1500 South between the entrance to the subdivision and 700 West, as described at Exhibit A.
- C. However, at the time that Hurricane Fields Estates was required to improve 1500 South, the road already existed and had been relied on to support other development.
- D. Therefore, the City and the Developer discussed the potential for reimbursement for a portion of the 1500 South improvements required by the City.
- E. Based on those discussions, the Developer is requesting reimbursement for a portion of the 1500 South roadway system improvements.
- F. The City Engineer has reviewed the request and has found that it complies with Hurricane City Code Title 9 Chapter 6.
- G. To facilitate and further specify the system improvements provided by Developer and for which Developer is seeking reimbursement, the Parties desire to enter into this agreement.

Agreement

Now, therefore, in consideration of the premises recited above and the terms set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

1. The Parties agree that Developer provided the system improvements as set forth at Exhibit A.
2. The Parties agree that the cost to the Developer to construct the qualifying system improvements set forth at Exhibit A is equal to **\$124,114.10**.
3. The City agrees to reimburse Developer for the eligible reimbursable costs in the following manner:
 - a. The City shall issue to Developer fifty-four (54) Streets Impact Fee Vouchers for use for building permits on lots identified within the Preliminary Plat for Hurricane Fields Estates as approved by the Hurricane City Council on March 5, 2020.
 - b. One Voucher is redeemable to offset the Streets Impact Fee for one residential unit. The current road impact fee for one residential unit is currently \$2,294. If the road

impact fee is increased to an amount more than \$2,294 during the term of this Agreement, the additional amount over \$2,294 shall be paid with each permit. If the road impact fee is decreased to an amount less than \$2,294, Developer shall not be entitled to any credit, offset, or carryover.

4. Maximum reimbursement under this agreement shall be **\$124,114.10**.
5. No interest shall be paid on any amount due under the terms of this Agreement.
6. Developer agrees that this Agreement constitutes full and final payment reimbursements for improvements made to 1500 South in conjunction with the development of Hurricane Fields Estates.
7. This Agreement shall expire five (5) years from the date of signature, regardless of the total amount of reimbursement by the City to Developer.

IN WITNESS THEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the date first written above.

Hurricane City, a Utah Municipal Corporation

By: _____
Mayor Nanette Billings

ATTEST:

City Recorder

DEVELOPER – Falcon Crest, LLC, a Utah limited liability company

By: Scott Stratton
Its: Manager

On the _____ day of _____, 2025, personally appeared before me Scott Stratton, who being by me duly sworn, did say that he is the Manager of Falcon Crest, LLC and that the within and

foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

Notary Public

EXHIBIT A
Qualifying System Improvement Costs

Item	Quantity	Unit Price	Total
Manhole Collar & Adjust Manhole Grade	3 each	\$500.00	\$1,500.00
Storm Drain Box, Single	3 each	\$2,850.00	\$8,550.00
Storm Drain Pipe	226 LF	\$28.00	\$6,328.00
Untreated Base Course	25536 SF	\$1.00	\$25,536.00
Excavation	3240.49 CY	\$10.00	\$32,404.90
Subgrade	25,536 SF	\$0.10	\$2,553.60
Asphalt Pavement	25,536 SF	\$1.85	\$47,241.60
		Total:	\$124,114.10



STAFF COMMENTS

Item: Consideration and possible approval of adjusting City contributions for Tier II Hybrid Employees' retirement.

Discussion: Due to the URS tier II hybrid member contribution rate increasing to 0.81% from 0.70% last year, we are proposing that Hurricane City cover the amount tier II hybrid employees will lose from their paychecks. This was done in the form of a miscellaneous bonus last year and we are proposing the same this year. – Sel Lovell

Findings:

Recommendation:



HURRICANE CITY UTAH

STAFF COMMENTS

Item: Consideration and possible approval of Zone Change Amendment Ordinance ZC25-14, a zone change request located at 2085 S 700 W from Single Family Residential R1-15 to General Commercial; parcel number H-3-2-10-2308; Michael and Aimee Carnell, Applicants.

Discussion: The applicant is seeking a zone change from Single Family Residential R1-15 to General Commercial (GC) on a one-acre parcel located along 700 West, between Frog Hollow Storage and the Angell Heights Storage facility. The applicant has converted an existing residential garage into a multi-chair, commercial beauty salon without building permits. Commercial salons are not permitted land uses in single family residential zones, and the applicant has requested approval of a zone change to General Commercial to legalize the business. The applicant currently resides in the existing house to which the salon is attached and wishes to continue living in the home following the zone change, which is not allowed in commercial zones. The GC zone would allow the commercial salon use, but it does not permit the residential use of the property; therefore, a development agreement will be required to allow a simultaneous non-conforming residential use jointly with the commercial business activity.

A public hearing for the item was held at the June 12, 2025, Planning Commission meeting. One public comment in support of the proposed zone change was received. The Planning Commissioners discussed the proposal and voiced overall support since the property is surrounded by light industrial and civic land uses. The Planning Commission also supported the development agreement to allow the property owners to continue to live in the residence and recommended that residential use of the house be allowed to continue permanently as a condition of the agreement. The Commission also recommended that staff consider a code update to the home-based business ordinance to possibly allow more than one chair for home-based salons. The Planning Commission unanimously recommended the City Council approve the zone change request. – Gary Cupp

Findings:

- While the application does not strictly conform to the General Plan Map designation of Single Family, the commercial nature of the proposal supports the goals and recommendations of the General Plan.
- Due to the light industrial and civic uses in the area, the zone change is not out of character and is generally harmonious with the surrounding development pattern and long-term planning vision.

- In light of the small size of the property and the applicant's intent to legalize the salon use, the zone change is unlikely to present any adverse impacts on adjacent residential development.
- Public services are adequate to serve the property.

Recommendation: Staff recommends approval.



HURRICANE CITY Hurricane City
Application

Application Accepted Date: 05/12/2025

Type of Improvement: Zone Change Application

Description: Zone change at 2085 S 700 W from zone R1-15 to
gen

Tenant / Project Name: Carnell

Bldg. Address: 2085 S 700 W

City: Hurricane City State: UT Zip: 84737

Subdivision: Phase:

Block: Lot #: Parcel ID #: H-3-2-10-2308

Zone: R1-15

Property Owner: Michael & Aimie Carnell

Permit Contact: Mike and Aimie Carnell P:(801) 941-5023

Email: sorensenaimie94@gmail.com

CONTACT INFORMATION

General Contractor: Mike & Aimie Carnell

License #: 157757900 P: (801) 941-5023

Address: 2085 S 700 W

City: Hurricane State: Utah Zip: 84737

Email: sorensenaimie94@gmail.com

APPLICATION DETAILS

Valuation	\$	0.00
PERMIT FEES		
Planning Fee	\$	500.00
Planning Fee	\$	500.00
Sub Total:	\$	500.00
Permit Total:	\$	500.00
Amount Paid:	\$	500.00
Remaining Due:	\$	0.00

APPROVALS	DATE	INFO

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

APPLICATION NUMBER: PLANZC25-14

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: Aimee Carnell

Signature of Applicant/Authorized Agent or Owner: Date:

Application Approved By: Date:

Application Issued By: Date:

Receipt #: 8.000188835-05/12/25

Entry Number 20250015807

Book _____ Page _____

Fee \$40.00

Consideration \$10.00

From

BEARD PROPERTIES LLC

Recording Date 05/07/2021

Instrument Date 05/07/2021

To

CARNELL MICHAEL

CARNELL AIMIE

Legal Information

Subdivision

Lot

Block

Unit

Section

Township

10

42S

13W

Legal Description

BEGINNING AT A POINT ON THE CENTER SECTION LINE, SAID POINT BEING NORTH 00°12'39" EAST 1046.72 FEET ALONG SAID CENTER SECTION LINE FROM THE SOUTH QUARTERLY SECTION LINE; THENCE SOUTH 42°SOUTH, RANGE 13 WEST, SLBM; THENCE SOUTH 89°27'22" EAST 333.00 FEET PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THEN THE CENTER SECTION LINE 130.84 FEET; THENCE NORTH 89°27'22" WEST 333.00 PARALLEL WITH THE SOUTH LINE OF SAID SECTION 10, TO A POINT ON THE CENTER LINE; THEN THE CENTER SECTION LINE 130.84 FEET TO THE POB.

Parcel Number

Account Number

H-3-2-10-2308

0366057 Account

This document references more accounts than can be displayed. The number of accounts on this document is 1

Related Information

Entry Number

Book

Page

Item = F - as well

Zone change Application
Check List - Item A



* This is us. 2085 S. 700 W.

Name: Michael Carnell Name: Jamie Carnell
Address:

Zone Change Application
Check List - Item B



* This is us. 2085 S. 700 W. (existing zoning)

proposed zoning: general Commercial

Zone Change Application
Check List - Item C



* This is us. 2085 S. 700 W.

△ Abutting properties

Item: D

State Construction...

County Map

ut public

Account 0366057

Location

Account Number 0366057
Parcel Number H-3-2-10-2308
Tax District 03 - Hurricane City
Acres 1.00

Name L
1763 W
SAINT G

Situs 2085 S 700 W, HURRICANE

Legal S: 10 T: 42S R: 13W BEGINNING AT A POINT ON THE CENTER SECTION LINE, SAID POINT BEING NORTH 00°12'39" EAST 1046.72 FEET ALONG SAID CENTER SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 10 TOWNSHIP 42 SOUTH, RANGE 13 WEST, SLBM; THENCE SOUTH 89°27'22" EAST 333.00 FEET PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE NORTH 00°12'39" EAST PARALLEL WITH THE CENTER SECTION LINE 130.84 FEET; THENCE NORTH 89°27'22" WEST 333.00 PARALLEL WITH THE SOUTH LINE OF SAID SECTION 10, TO A POINT ON THE CENTER LINE; THENCE SOUTH 00°12'39" WEST ALONG SAID CENTER SECTION LINE 130.84 FEET TO THE POB.

Parent Accounts 0356819

Parent Parcels H-3-2-10-2307

Child Accounts 0808957

Child Parcels H-3-2-10-2312

Sibling Accounts

Sibling Parcels

Entry Number

00296578
00317153
00372214
00401796
00956326

06/18/1986
06/23/1987
10/04/1990
03/11/1992 1
07/08/2005 01
03/16/2006 01
04/27/2006 11 01
07/08/2006 03 3

Account Number: 0366057
Owner Name: BEARD PROPERTIES LLC
Mailing Address: 1763 W GRAND VIEW DR
SAINT GEORGE, UT
84770
Situs Address: 2085 S 700 W
HURRICANE, UT 84737

[Sign up account 0366057 for Property Watch](#)

Hyperlinks

[View Ownership Data](#)

[Assessor Record Search](#)

[Sign Up for Property Watch](#)

Details

Account
366057

Tax ID
H-3-2-10-2308

Ownership Type
Privately Owned

Phase
N/A

Lot
N/A

Description
N/A

Owner Name
BEARD PROPERTIES LLC

Mailing Address1
1763 W GRAND VIEW DR

Mailing Address2

Brice
628-0404



2
DOC # 20250015807

Warranty Deed Page 1 of 2
Gary Christensen Washington County Recorder
05/07/2025 12:52:07 PM Fee \$ 40.00
By CARNELL MICHAEL



When recorded mail deed and tax notice to:
Michael Carnell
2085 S 700 West
Hurricane, UT 84737

Tax I.D. No. H-3-2-10-2308

WARRANTY DEED

Beard Properties, LLC, a Utah Limited Liability Company, grantor(s), of St George, UT, hereby CONVEY and WARRANT to

Michael Carnell and Aimie Carnell, as Joint Tenants, grantees(s) of Hurricane, UT, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION the following described tract of land in Washington County, State of UTAH.

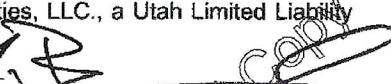
See Attached Exhibit "A"

TOGETHER WITH all improvements and appurtenances there unto belonging, and being SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

WITNESS the hand(s) of said grantor(s), on May 7, of the year 2025.

Beard Properties, LLC., a Utah Limited Liability Company

By:


Michael A. Beard, Manager

STATE OF Utah

)

:ss.

COUNTY OF Washington

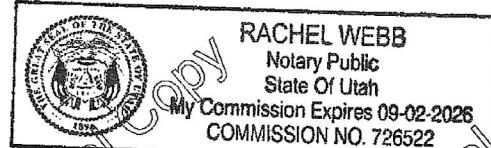
)

On the May 7, of the year 2025, personally appeared before me, Michael A. Beard, who being by me duly sworn, did say that he/she is the Manager of Beard Properties, LLC., a Utah Limited Liability Company, and that said instrument was signed by him/her in behalf of said limited liability company by authority of statute, its articles of organization or its operating agreement, for the uses and purposes herein mentioned, and said Michael A. Beard acknowledged to me that said limited liability company executed the same.


NOTARY PUBLIC

My Commission Expires:

9-2-2026



Attachment to that certain Warranty Deed executed by Beard Properties, LLC, a Utah Limited Liability Company grantor(s), to Michael Carnell and Aimie Carnell grantee(s).

Order No. 174785
Tax I.D. No. H-3-2-10-2308

EXHIBIT "A"

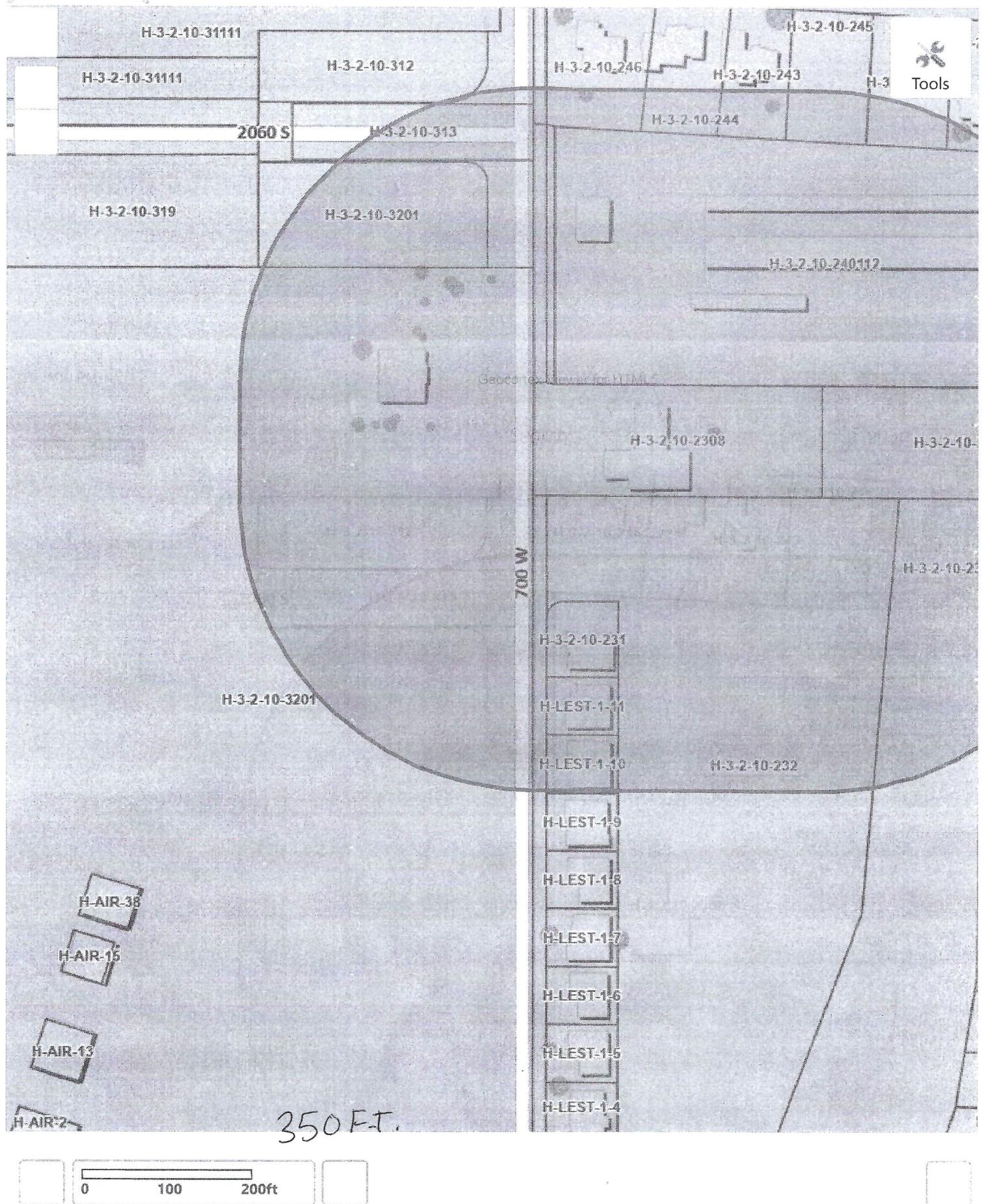
Beginning at a Point on the Center Section Line, said point being North 00°12'39" East 1046.72 feet along said Center Section Line from South Quarter corner of Section 10 Township 42 South Range 13 West, Salt Lake Base and Meridian and running thence South 89°27'22" East 333.00 feet parallel with the South Line of the Southeast Quarter of said Section 10; thence North 00°12'39" East Parallel with the center section line 130.84 feet; thence North 89°27'22" West 333.00 feet parallel with the South line of said Section 10, to a point on the center line; thence South 00°12'39" West along said center section line 130.84 feet to the point of beginning.

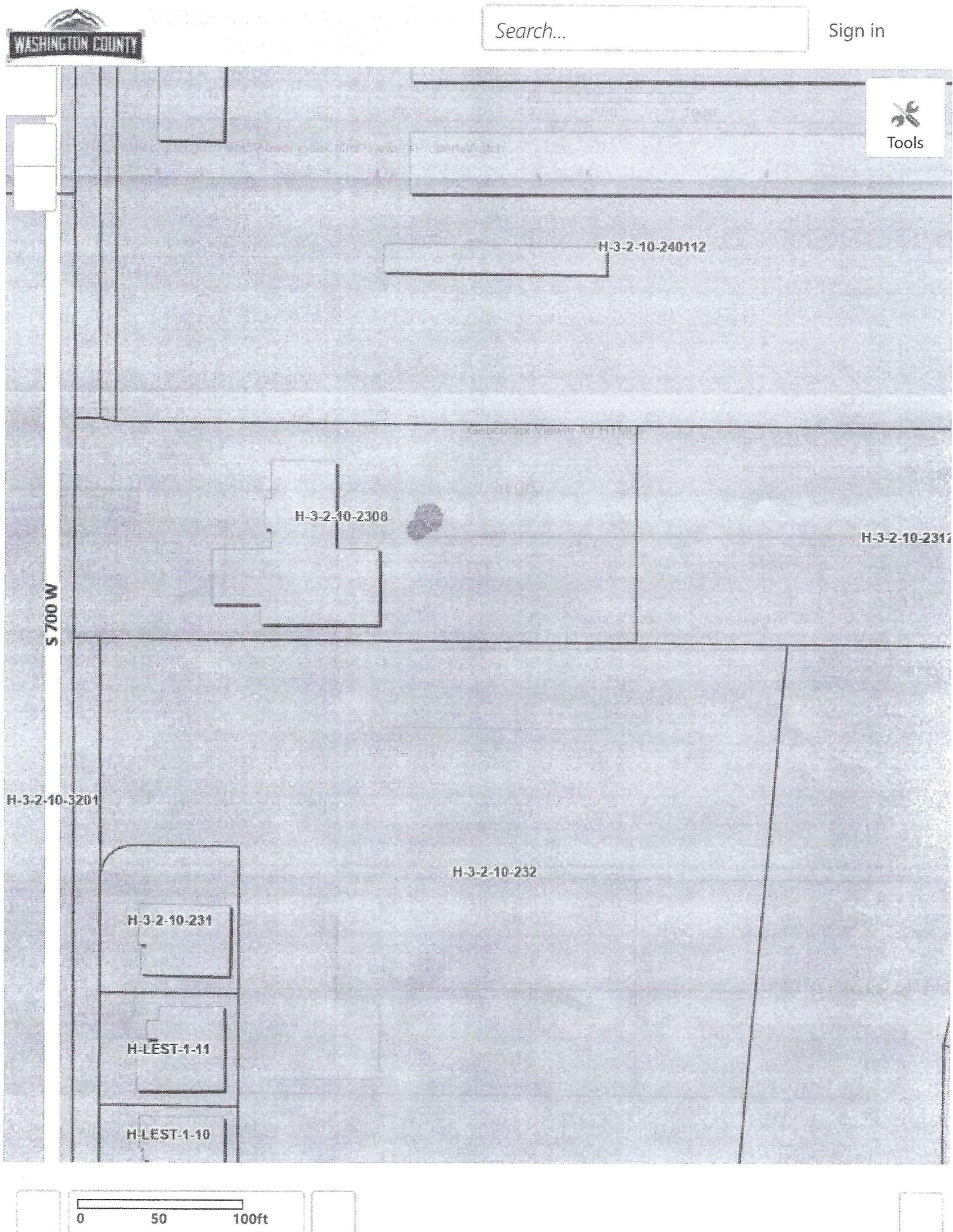
Initials BR



Search...

Sign in





Washington County Recorder

Recorder's Fee	\$40.00
Description	
SUBTOTAL	\$40.00
Processing Fee	\$1.50
TOTAL	\$41.50

05/7/2025 12:55 pm

V*7608

AuthCode: 045542-045544

Ref: 681bacae-SIP-06586

Transaction ID: Event-2809

Parcel: MICHAEL CARNELL-V*7608

Name: MICHAEL CARNELL

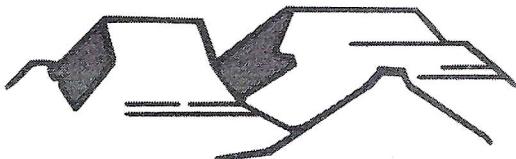
X _____
MICHAEL CARNELL

Merchant Copy

Washington County Recorder
111 East Tabernacle St
St. George, UT 84010
435-301-7680

Thank-you.

Your statement will describe your payment as 'CBT*WASHINGTON COUNTY' and the service fee transaction as 'CBT*SVC FEE WASHINGTO'.



PLANNING & ZONING
HURRICANE CITY
UTAH

147 N 870 W Hurricane UT
PHONE 435.635.2811 FAX: 435.635.2184

**ZONE CHANGE APPLICATION
CHECKLIST**

For office use only: \$500.00 Fee

Submittal Requirements: The zone change application shall provide the following:

- a. The name and address of every person or company the applicant represents. ~
- b. A property map showing the existing and proposed zoning classifications.
- c. All abutting properties showing present zoning classifications.
- d. An accurate legal description of the property to be rezoned.
- e. Stamped envelopes with the names and addresses of all property owners within 350 feet of the boundaries of the property proposed for rezoning (provided in person)
- f. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property
- g. **PDO Zone Change applications must also have a separate preliminary site plan submitted. NA

Note: It is important that all applicable information noted above along with the fee is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second and fourth Thursday of each month at 6:00 p.m. The deadline for a regular zone change application is 14 days. The deadline for a PDO zone change is 20 days. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed or an incomplete application could result in a month's delay.

I (we) have read and understand the requirements of this application and all information is true and accurate to the best of my (our) abilities.

Applicant Name: Aimie & Michael Carnell Date: 5/13/25
Signature: Aimie Carnell Michael Carnell

ZONE CHANGE APPLICATION (General Information)

PURPOSE

All lands within the City are zoned for a specific type of land use (single family residential, multi-family, commercial, industrial, etc). Zoning occurs as a means to provide for a relationship between various types of land uses which promotes the health, safety, welfare, order, economics, and aesthetics of the community. Zoning is one of the main tools used to implement the City's General Plan.

WHEN REQUIRED

A zone change request is required any time a property owner desires to make a significant change to the use of his/her land. The change may be from one zone density (say 1 acre lots) to smaller lots (10,000 square foot lots). Or, it may be to an entirely different type of use, such as a change from single family zoning to multiple family or commercial zoning. Since the zone applied to your land limits what you can do, a rezoning application is typically the first step toward a change.

REQUIRED CONSIDERATIONS TO APPROVE A ZONE CHANGE

When approving a zone change the following factors should be considered by the Planning Commission and City Council:

1. Whether the proposed amendment is consistent with the Goals, Objectives, and Policies of the City's General Plan.
2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property.
3. The extent to which the proposed amendment may adversely affect adjacent property; and
4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and wastewater and refuse collection.

PROCESS

Contact the Planning Department for when the deadline for submission is. After it is deemed complete, staff will review the request, and prepare a report and recommendation for the Planning Commission. This will be reviewed at a public hearing where the applicant should attend, present the project, and respond to questions from the Planning Commission. Since it is a public hearing, members of the public may also have questions or comments. At the public hearing the Planning Commission will review the application and staff's report and forward a recommendation to the City Council of approval, approval with modifications, or denial the zone change application.

Upon receipt of the Planning Commission recommendation, typically 1-2 weeks after the Planning Commission action, the City Council will consider and act on the Commission's recommendation. The action of the City Council is final. If denied, a similar application generally cannot be heard for a year.

CITY OF HURRICANE
147 NORTH 870 WEST
HURRICANE UT 84737
435-635-2811
Receipt No: 8.000188835 May 12, 2025

ZONE CHANGE	.00
Previous Balance:	
BUILDING PERMIT	500.00
ZONING & SUBDIVISION	500.00
Total:	500.00
CASH	500.00
Total Applied:	500.00
Change Tendered:	.00

05/12/2025 9:01 AM



STAFF COMMENTS

Agenda Date:	06/12/2025 - Planning Commission
Application Number:	ZC25-14
Type of Application:	Zone Change Amendment
Action Type:	Legislative
Applicant:	Michael and Aimee Carnell
Agent:	
Request:	Approval of a Zone Change from R1-15 to General Commercial (GC).
Location:	2085 S 700 W
Zoning:	Single Family Residential R1-15
General Plan Map:	Single Family
Recommendation:	Recommend approval to the City Council.
Report Prepared by:	Fred Resch III

Discussion:

The applicant is seeking a zone change from Single Family Residential R1-15 to General Commercial (GC) on a one-acre parcel located along 700 West, between Frog Hollow Storage and the Angell Heights Storage facility. The applicant has converted an existing residential garage into a multi-chair, commercial beauty salon without building permits. Commercial salons are not permitted land uses in single family residential zones, and the applicant has requested approval of a zone change to General Commercial to legalize the business. The applicant currently resides in the existing house to which the salon is attached and wishes to continue living in the home following the zone change, which is not allowed in commercial zones. The GC zone would allow the commercial salon use, but it does not permit the residential use of the property; therefore, a development agreement will be required to allow a simultaneous non-conforming residential use jointly with the commercial business activity.

Zoning		Adjacent Land Use
North	M-1	Frog Hollow storage units
East	R1-15	Undeveloped property
South	M-1	Under construction-Angell Heights storage units
West	PF	Hurricane Airport and Animal Shelter



Map is approximate.

To change the zoning on any parcel of land within Hurricane City, the following considerations need to be addressed:

10-7-7: ZONING MAP AND TEXT AMENDMENTS:

E. Approval Standards: A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the city council as described in subsection [10-7-5A](#) of this chapter. In making an amendment, the following factors should be considered:

- 1. Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;*
- 2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;*
- 3. The extent to which the proposed amendment may adversely affect adjacent property; and*
- 4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

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 Single Family, which recommends:

These uses should be located near supporting community uses such as, but not limited to churches, schools, and parks. Appropriate densities for this land use include R1-15, R1-10, R1-8, and R1-6.

However, the mapped boundaries of the General Plan are not binding, and therefore, do not need to be rigidly interpreted. The Planning Commission and City Council have the discretion to determine whether the proposed zone change aligns with the overall intent of the General Plan. The General Plan also supports the integration of commercial uses near residential areas where appropriate, particularly when such uses contribute to improved connectivity, accessibility, and walkability within the community. Since this development is surrounded by light industrial and civic developments, staff feels that the requested zone change does not conflict with this consideration.

2. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity?

Response: The subject property is bordered by light industrial uses, including storage units to the north and south, and civic uses such as the municipal airport and animal shelter in close proximity. Given this context, the conversion of the property from residential to commercial use would not be incompatible with the surrounding development pattern. Staff finds the proposed zone changes to be consistent with the existing and emerging land uses in the immediate area.

3. Will the proposed amendment adversely affect the adjacent property?

Response: While commercial zoning introduces the potential for adverse impacts on nearby residential properties, such impacts will largely depend on the specific commercial use established on the subject property. In this case, staff finds the likelihood of significant impacts to be low due to the relatively limited traffic and operational intensity associated with the proposed salon use. Adjacent uses, primarily storage units and civic facilities, are unlikely to conflict with potential future commercial uses on the property. In fact, storage facilities tend to be low-impact and compatible use in mixed-use contexts.

4. Are public facilities and services adequate to serve the subject property?

Response: See JUC comments below. 700 W is not fully dedicated or built out in that area, which will need to be addressed as part of any development approvals. Overall, there is no concern about availability of utilities and services for the property.

JUC Comments:

Public Works: No comment.

Power: Good if not asking for additional power.

Water: Okay.

Streets: No comment.

Sewer: No comment.

Engineering: The subject property has yet to dedicate property for 700 W. Roadway improvements (curb, gutter, and sidewalk) are missing. It appears most neighboring properties conveyed approx 15' to public use for 700 W (for a planned 58' public street). Hurricane City owns most of the roadway as part of the airport/animal shelter parcel (H-3-2-10-3201). Existing utility services are sized for a single

family residence (which can support a myriad of commercial uses). The Carnell parcel (H-3-2-10-2308) is subject to a 20' wide access easement for parcel H-3-2-10-2312.

Fire: Okay

Fiber: No comment.

Gas: Okay.

Water Conservancy District: Washington County Water Conservancy District hereby acknowledges that based on the information provided, the 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.

Development Agreement:

The applicant intends to continue residing in the existing single-family home on the property as their primary dwelling while operating a multi-chair salon within the attached garage. This specific mixed use is not permitted outright in any zoning district, necessitating a development agreement to authorize the arrangement. Staff recommends that the development agreement include provisions clarifying that if the residential use is discontinued or abandoned, or if the property is transferred, the residential occupancy on the property will no longer be allowed. Additionally, the development agreement should address the timing and requirements for necessary dedications or public improvements along 700 West related to this property.

Findings:

Staff makes the following findings:

1. While the application does not strictly conform to the General Plan Map designation of Single Family, the commercial nature of the proposal supports the goals and recommendations of the General Plan.
2. Due to the light industrial and civic uses in the area, the zone change is not out of character and is generally harmonious with the surrounding development pattern and long-term planning vision.
3. In light of the small size of the property and the applicant's intent to legalize the salon use, the zone change is unlikely to present any adverse impacts on adjacent residential development.
4. Public services are adequate to serve the property.

Recommendation: The Planning Commission should review the proposed zone change based on the applicable standards within the Hurricane City Code and consider any public comments received at the public hearing and make a recommendation to the City Council. Staff recommends that the Planning Commission send a recommendation of approval to the City Council subject to staff and JUC comments.

ORDINANCE NO ZC25-14

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE
FOR PARCEL H-3-2-10-2308 FROM SINGLE FAMILY RESIDENTIAL 15 (R1-15) TO
GENERAL COMMERCIAL (GC)

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-3-2-10-2308 is rezoned from Single Family Residential 15 (R1-15) to General Commercial (GC).

PASSED AND APPROVED on this 19th day of June 2025.

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 19th day of June 2025. Whereupon a motion to adopt and approve said Ordinance was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

	Yea	Nay	Abstain	Absent
David Hirschi	____	____	____	____
Kevin Thomas	____	____	____	____
Clark Fawcett	____	____	____	____
Drew Ellerman	____	____	____	____
Joseph Prete	____	____	____	____

Cindy Beteag, City Recorder

EXHIBIT A

ZONING MAP

Recording Requested By, and
Return Recorded Document to:
Hurricane City
147 N. 870 W.
Hurricane, UT 84737

APN: H-3-2-10-2308

DEVELOPMENT AGREEMENT FOR CARNELL PROPERTY

This Development Agreement For Carnell Property (“Agreement”) is made and entered as of the 19th day of June, 2025 (the “Effective Date”), by and between HURRICANE CITY, a Utah municipal corporation (hereinafter referred to as the “City”) and Michael Carnell and Aimie Carnell (the “Carnells”). The City and the Carnells are referred to collectively as the “Parties.”

RECITALS

- A. The Carnells are the owners of land located within Hurricane City as is more particularly described on EXHIBIT A, attached hereto and incorporated by reference (the “Property”).
- B. The Carnells have requested to rezone the Property from Single Family Residential R1-15 to General Commercial to accommodate a multi-booth beauty salon.
- C. The City Code does not permit residential dwellings on properties zoned General Commercial, but the Carnells currently reside on the Property and have requested permission to continue to reside on the Property after the zoning is changed to General Commercial.
- D. At a regularly scheduled City Council meeting held on June 19, 2025, the Hurricane City Council approved the requested rezone to General Commercial and agreed to allow the continued residential occupancy of the Property, subject to the terms and conditions of this Agreement.
- E. This Agreement is a development agreement authorized by Utah Code section 10-9a-532, as amended.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Carnells agree as follows:

1. Incorporation. The above recitals are incorporated by reference herein.
2. Single Family Dwelling Permitted with Commercial Use. One single family dwelling unit is permitted on the Property; provided, however, that a bonafide commercial use as

defined in the General Commercial Code shall exist on the Property in conjunction with the residential occupancy.

3. *Compliance with Federal Code; Utah Code; City Code; and City Standards, Manuals, and Specifications.* Except for the conditional permission to locate one single family dwelling unit on the commercially-zoned Property, this Agreement in no way waives or limits the requirements of the Carnells to comply with all applicable federal laws and regulation, Utah codes and regulations, City codes, and City Standards, Manuals, and Specifications. The Carnells shall comply with all applicable laws and regulations.
4. *Agreement to Run with the Land.* This Agreement shall be recorded in the Office of the Washington County Recorder against the Property and is intended to and shall be deemed to run with the land and shall benefit and be binding on all successors in the ownership of any portion of the Property.
5. *Authority.* Each Party warrants and represents that they have the authority to execute this Agreement in the capacities indicated.
6. *Representation by Counsel.* The Carnells had a full and fair opportunity to consult with its counsel regarding the terms and conditions of this Agreement.

CITY:

HURRICANE CITY, a Utah Municipal Corporation

By: _____
Mayor Nanette Billings

THE CARNELLS:

MICHAEL CARNELL

Michael Carnell

AIMIE CARNELL

Aimie Carnell

STATE OF UTAH)
:ss
COUNTY OF WASHINGTON)

On the _____ day of _____, 2025, personally appeared before me **Nanette Billings**, who being by me duly sworn, did say that she is the Mayor of Hurricane City, a Utah municipal corporation, and that the within and foregoing instrument was signed on behalf of said corporation with proper authority and duly acknowledged to me that she executed the same.

Notary Public

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the _____ day of _____, 2025, personally appeared before me Michael Carnell, who being by me duly sworn, did say that he executed the foregoing document.

Notary Public

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the _____ day of _____, 2025, personally appeared before me Aimie Carnell, who being by me duly sworn, did say that she executed the foregoing document.

Notary Public

EXHIBIT "A"

Beginning at a Point on the Center Section Line, said point being North 00°12'39" East 1046.72 feet along said Center Section Line from South Quarter corner of Section 10 Township 42 South, Range 13 West, Salt Lake Base and Meridian and running thence South 89°27'22" East 333.00 feet parallel with the South Line of the Southeast Quarter of said Section 10; thence North 00°12'39" East Parallel with the center section line 130.84 feet; thence North 89°27'22" West 333.00 feet parallel with the South line of said Section 10, to a point on the center line; thence South 00°12'39" West along said center section line 130.84 feet to the point of beginning.



HURRICANE CITY UTAH

STAFF COMMENTS

Item: Consideration and possible approval of Zone Change Amendment Ordinance ZC25-15, a zone change request located near 3700 W Bash Parkway from Single Family Residential R1-8, Public Facility; parcel number H-4-2-12-1213-GS1; Western Mortgage and Realty Co.

Discussion: The applicant is requesting a zone change from Single Family Residential R1-8 to Public Facility (PF) on a 1.1 acre piece of property to allow for the future construction of a power substation for Dixie Power. The property is located near the Strawberry Fields Estates subdivision and is part of the Gateway to Sand Hollow Public Infrastructure District (PID).

A public hearing for the item was held at the June 12, 2025, Planning Commission meeting and no public comments or objections were received. The Planning Commission had no discussion and did not express any concerns about the project, and unanimously recommended that the City Council approve the requested zone change. – Gary Cupp

Findings:

- The proposed amendment is compatible with the goals and policies of the General Plan pertaining to public facilities.
- The proposed amendment is in harmony with the overall character of the existing development.
- Provision of public utility infrastructure is not considered an adverse impact.
- Public facilities for the site are adequate.

Recommendation: Staff recommends approval.



HURRICANE CITY Hurricane City
Application

Application Accepted Date: 05/27/2025

Type of Improvement: Zone Change Application

Description: Zone Change PF (Public Facility)

Tenant / Project Name: Zone Change Map for Dixie Power

Bldg. Address: appr. 3700 W Bash Parkway

City: Hurricane City State: UT Zip: 84737

Subdivision: Phase:

Block: Lot #: Parcel ID #: H-4-2-12-1213-GS1

Zone: R1-8

Property Owner: Tim Tippett

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: Western Mortgage and Realty Company

License #: 191090-2203 P: (509) 521-9354

Address: 6610 WEST COURT STREET

City: PASCO State: WA Zip: 99302

Email: ttippett@westernmort.com

APPLICATION DETAILS

Valuation	\$	0.00
PERMIT FEES		
Planning Fee	\$	500.00
Planning Fee	\$	500.00
Sub Total:	\$	500.00
Permit Total:	\$	500.00
Amount Paid:	\$	500.00
Remaining Due:	\$	0.00

APPROVALS | **DATE** | **INFO**

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

APPLICATION NUMBER: PLANZC25-15

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 #: 232567013-05/27/25

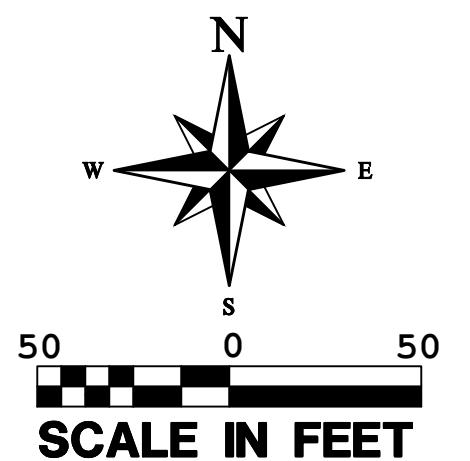
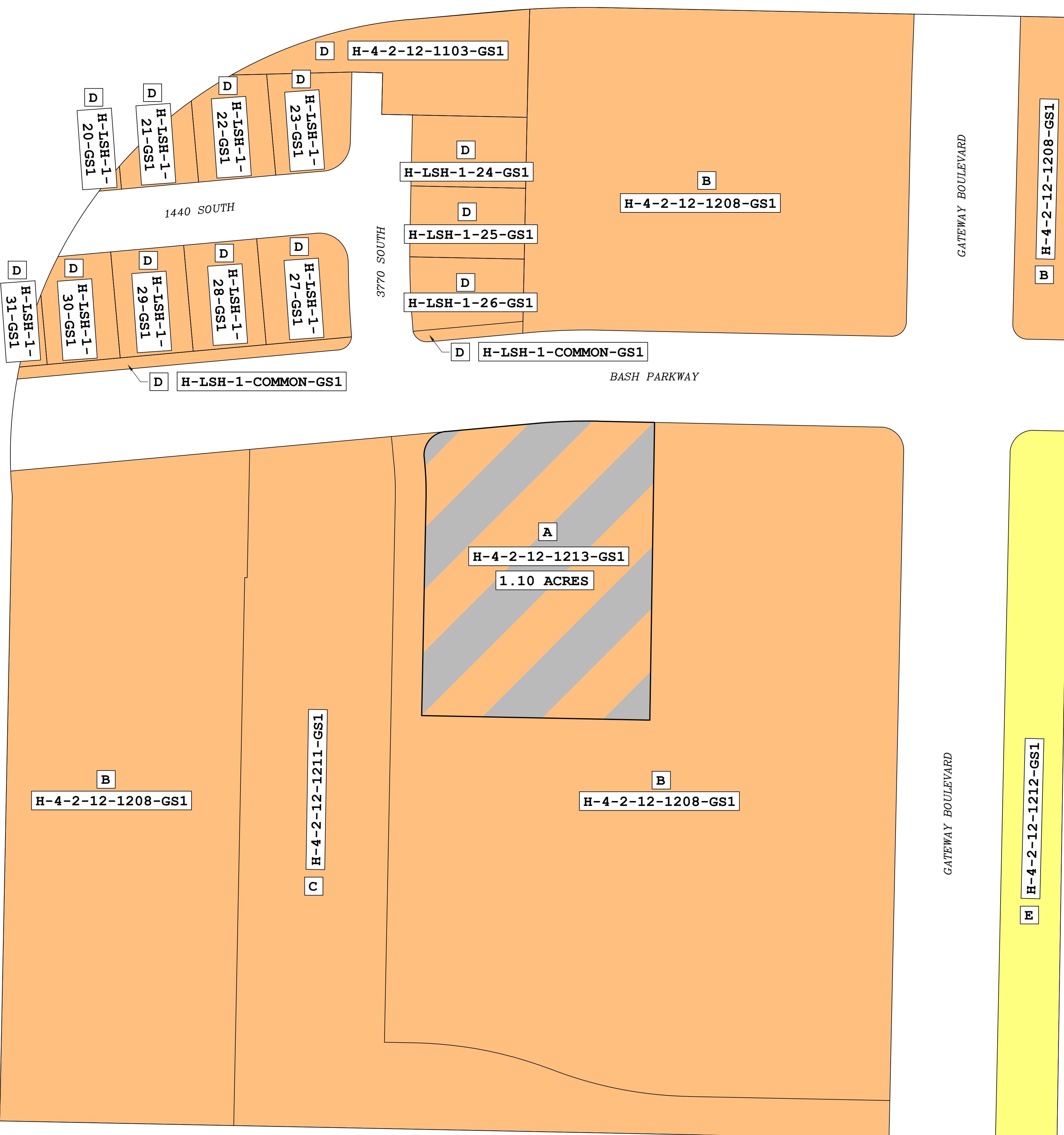
Zone Change Request Narrative

From R1-8 to Public Facility

A zone change for parcel H-4-2-12-1213-GS1, owned by Dixie-Escalante Rural Electric Association, Inc., a Utah corporation. The proposal seeks to rezone the property from Zone R1-8: Residential - 1 unit per 8,000 S.F. to Public Facility (PF) to better align with its intended use.

ZONE CHANGE FOR: *DIXIE POWER*

**LOCATED IN SECTION 12, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH**



OWNERS LEGEND

- A DIXIE-ESCALANTE RURAL ELECTRIC ASSOCIATION, INC., A UTAH CORPORATION – PARCEL: H-4-12-1213-GS1
- B WESTERN MORTGAGE & REALTY COMPANY – PARCEL: H-4-2-12-1208-GS1
- C HRHJ HOLDINGS LLC – PARCEL: H-4-2-12-1211-GS1
- D BASH HOLDINGS LLC – PARCELS: H-4-2-12-1103-GS1, H-LSH-1-20-GS1, H-LSH-1-21-GS1, H-LSH-1-22-GS1, H-LSH-1-23-GS1, H-LSH-1-24-GS1, H-LSH-1-25-GS1, H-LSH-1-26-GS1, H-LSH-1-27-GS1, H-LSH-1-28-GS1, H-LSH-1-29-GS1, H-LSH-1-30-GS1, H-LSH-1-31-GS1, H-LSH-1-COMMON-GS1
- E PEACH SPRINGS REAL ESTATE LLC – PARCEL H-4-2-12-1212-GS1

LEGEND

	PROPERTY LINE
	ADJACENT PROPERTY LINE
	ZONE R1-8: RESIDENTIAL – 1 UNIT PER 8,000 S.F.
	ZONE R1-10: RESIDENTIAL – 1 UNIT PER 10,000 S.F.
	ZONE CHANGE FROM R1-8 TO PUBLIC FACILITY

LEGAL DESCRIPTION

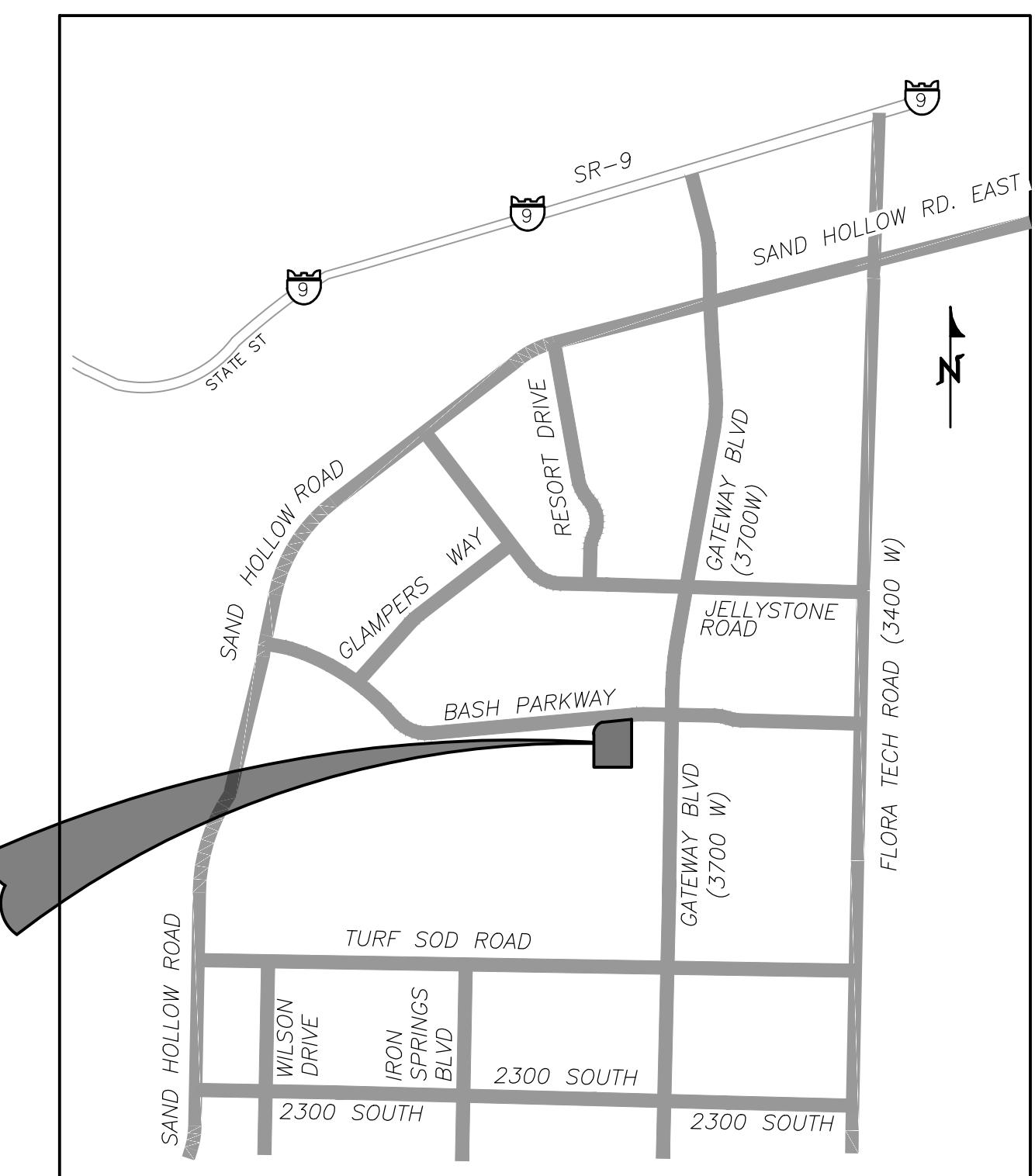
PARCEL #: H-4-2-12-1213-GS1 FROM DOCUMENT #: 20250012772

COMMENCING AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 42 SOUTH, RANGE 14 WEST OF THE SALT LAKE BASE & MERIDIAN; THENCE S01°11'07"W ALONG THE EAST SECTION LINE, 1225.90 FEET; THENCE N90°00'00"W 2221.71 FEET TO THE POINT OF BEGINNING; THENCE S00°53'57"W 251.87 FEET; THENCE N88°51'12"W 193.03 FEET; THENCE N01°08'48"E 185.83 FEET; THENCE NORTHERLY ALONG THE ARC OF A 226.00-FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 24.96 FEET, THROUGH A CENTRAL ANGLE OF 06°19'43" (LONG CHORD BEARS: N02°01'04"W 24.95 FEET); THENCE N05°10'55"W 7.75 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 20.00-FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 31.42 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (LONG CHORD BEARS: N39°49'05"E 28.28 FEET) TO THE SOUTH BOUNDARY LINE OF BASH PARKWAY; THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING THREE (3) COURSES: 1) N84°49'05"E 77.59 FEET; 2) THENCE EASTERLY ALONG THE ARC OF A 465.00-FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 51.86 FEET, THROUGH A CENTRAL ANGLE OF 06°23'22" (LONG CHORD BEARS: N88°00'46"E 51.83 FEET); 3) THENCE S88°47'33"E 47.63 FEET TO THE POINT OF BEGINNING.

OWNER(S):

**DIXIE-ESCALANTE RURAL
ELECTRIC ASSOCIATION, INC.,
A UTAH CORPORATION**

71 E. HIGHWAY 56
BERYL, UT 84714



PROJECT LOCATION

VICINITY MAP

ANS

DIXIE POWER SUBSTATION 2025 ZONE CHANGE.DWG

RECORD OF SURVEY FOR:
DIXIE POWER

LOCATED IN SECTION 12, T42S, R14W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

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REVISIONS



**PROVALUE
ENGINEERING, INC.**
LAND SURVEYORS - LAND PLANNERS
10 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: 435-668-8307

The logo features a stylized eagle with its wings spread wide, holding a shield in its talons. The shield contains the text 'PRO VALUE ENGINEERING'. The word 'PRO' is at the bottom, 'VALUE' is in the middle, and 'ENGINEERING' is at the top, all in a bold, sans-serif font. The eagle's head is turned to the left, and it has a determined expression. The background is white, and the entire logo is rendered in a black and white graphic style.

DATE	5/27/2025
SCALE	1"=50'
OB NO.	336-000
SHEET NO:	
1 OF 1	

1 OF 1



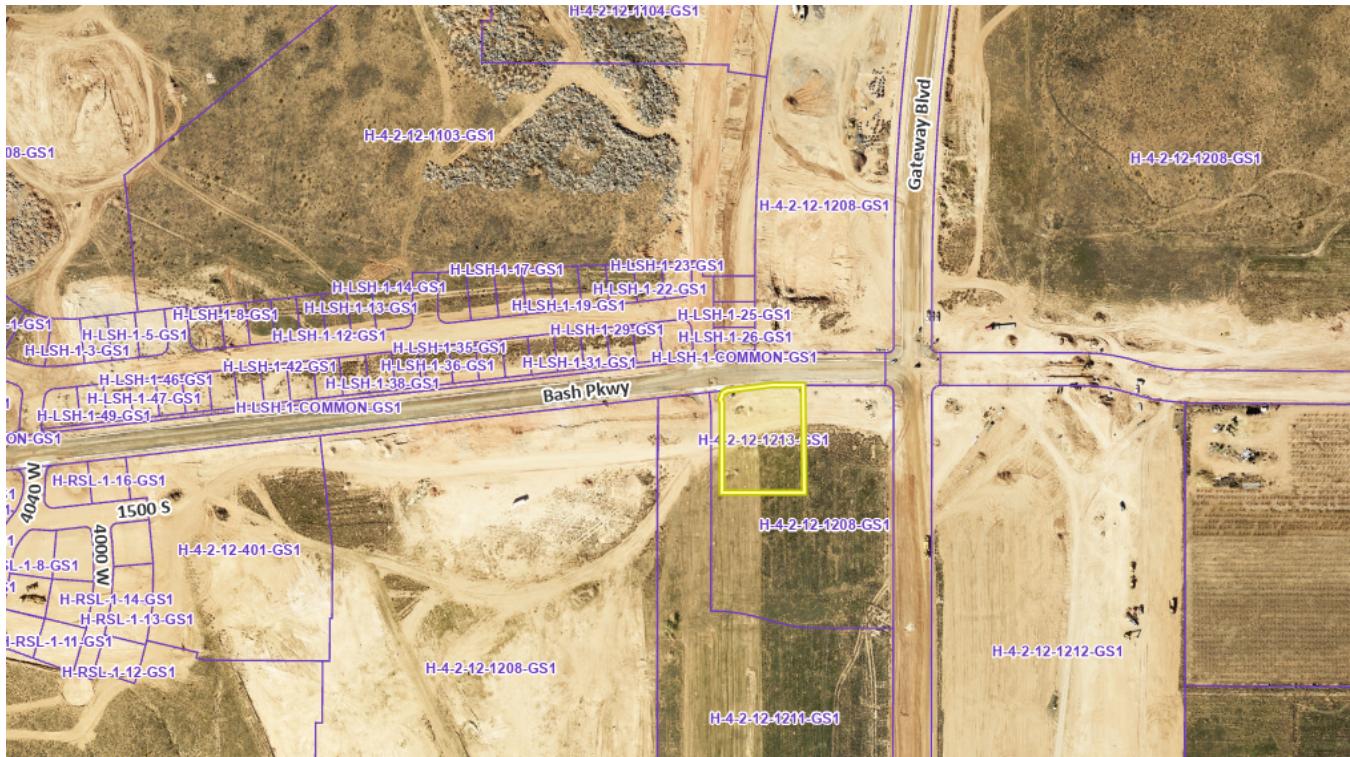
STAFF COMMENTS

Agenda Date:	06/12/2025 - Planning Commission
Application Number:	ZC25-15
Type of Application:	Zone Change Amendment
Action Type:	Legislative
Applicant:	Western Mortgage and Realty Co
Agent:	Karl Rasmussen
Request:	Approval of a Zone Change from R1-8 to Public Facility.
Location:	Approximately 3700 W Bash Parkway
Zoning:	Single Family Residential R1-8
General Plan Map:	Planned Community
Recommendation:	Recommend approval to the City Council.
Report Prepared by:	Fred Resch III

Discussion:

The applicant is requesting a zone change from Single Family Residential R1-8 to Public Facility (PF) on a 1.1 acre piece of property to allow for the future construction of a power substation for Dixie Power. The property is located near the Strawberry Fields Estates subdivision and is part of the Gateway to Sand Hollow Public Infrastructure District (PID).

	Zoning	Adjacent Land Use
North	R1-8, R1-8(PDO)	Undeveloped property (future single family homes and city park)
East	R1-8	Undeveloped property
South	R1-8	Undeveloped property (future single family homes)
West	R1-8	Undeveloped property (future single family homes)



Map is approximate.

To change the zoning on any parcel of land within the City of Hurricane, the following questions need to be addressed:

1. Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies?

Response: The General Plan includes the following goal:

Goal VII – Public Services: *Ensure that public facilities, services, and utilities are adequate to meet the needs of present and future residents.*

The proposed zone change supports the development of critical infrastructure in a growing area of the community. By facilitating the construction of a future power substation, the request aligns with the General Plan and helps ensure adequate utility services for both current and anticipated future demand.

2. Is the proposed amendment harmonious with the overall character of existing development in the vicinity of the subject property?

Response: At this time there is no development, with the exception of the newly constructed roadways, Bash Parkway and Gateway Blvd, in the vicinity of this property. There are several planned developments in the area that will benefit from this substation.

3. Will the proposed amendment adversely affect the adjacent property?

Response: Provision of public utility infrastructure is not considered an adverse impact.

4. Are public facilities and services adequate to serve the subject property?

Response: Yes. All necessary utilities have been brought to the property with the Bash Parkway and Strawberry Fields Estates development.

JUC Comments

Full JUC comments will be available on June 11th, 2025. This report will be updated at that time and sent to the applicant and Planning Commission.

Public Works: What is the purpose for remainder parcel B on the west side?

Power: Dixie Power area. Approved.

Water: Okay.

Streets: What is the plan for remainder parcel B on the west side?

Sewer: There is not a sewer service stubbed to this lot.

Engineering: This zone change is consistent with the general plan, should harmonize with the existing development, screening will limit adverse affects on adjacent properties, and this zone change will facilitate providing adequate facilities.

Fire: Approved.

WCWCD: Washington County Water Conservancy District hereby acknowledges that based on the information provided, the zone change adequately mitigates 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.

Other Considerations

1. The applicant will need to do a preliminary and final site plan for the substation when they are ready to proceed with construction.

Findings: Staff makes the following findings:

1. The proposed amendment is compatible with the goals and policies of the General Plan pertaining to public facilities.
2. The proposed amendment is in harmony with the overall character of the existing development.
3. Provision of public utility infrastructure is not considered an adverse impact.
4. Public facilities are adequate.

Recommendation: The Planning Commission should review the proposed zone change based on the applicable standards within the Hurricane City Code and consider any public comments received at the public hearing for the item and make a recommendation to the City Council. Staff recommends approval.

ORDINANCE NO ZC25-15

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE
FOR PARCEL H-4-2-12-1213-GS1 FROM SINGLE FAMILY RESIDENTIAL 8 (R1-8) TO
PUBLIC FACILITY (PF)

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-4-2-12-1213-GS1 is rezoned from Single Family Residential 8 (R1-8) to Public Facility (PF).

PASSED AND APPROVED on this 19th day of June 2025.

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 19th day of June 2025. Whereupon a motion to adopt and approve said Ordinance was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

	Yea	Nay	Abstain	Absent
David Hirschi	____	____	____	____
Kevin Thomas	____	____	____	____
Clark Fawcett	____	____	____	____
Drew Ellerman	____	____	____	____
Joseph Prete	____	____	____	____

Cindy Beteag, City Recorder

EXHIBIT A

ZONING MAP



HURRICANE CITY UTAH

STAFF COMMENTS

Item: Consideration and possible approval of Resolution 2025-26 approving the 2025-2026 Fiscal Year Budget.

Discussion: The Final General Fund Budget documentation, and a note that we have a potential 3% COLA/Merit increase in January and some wage changes in July that were brought to our attention by HR and approved by the Mayor:

- Mayor and Council
 - a. Moved the \$20,000 Small Business Assoc. commitment in this fund and proposed a 4% wage increase along with our part-time employees.
- Clerk
 - a. This was the approved position for utilities.
- Non-Dept.
 - a. Planning on transferring \$210,000 to help the new airport 21 fund.
- Building and Grounds
 - a. This is where we plugged in a payment/savings amount for the City Campus.
- Animal Control
 - a. An employee moved back from Police to AC, so this is mostly a position that increased the change.
- Streets
 - a. Keeping maintenance costs for streets on the rise.
- PW
 - a. Due to Weston moving over from Streets.
- Emergency Management
 - a. Not really doing much with this right now.
- Recreation
 - a. Programs have been increasing and expanding.
- Swimming Pool
 - a. Plan on closing next season for new pool construction.
- Community Center
 - a. Repair costs.
- Gym
 - a. New fund.
- Peach Days

- a. Costs are increasing and approved shade tent.

The City-Wide documentation shows the increase/decrease in all the funds in the city. We are currently at a \$118 million dollar budget!

Majority of this is due to huge water projects in the city, power expansion, and golf pro-shop renovations. – Paige Chapman

Findings:

Recommendation:

RESOLUTION NO. 2025-26

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, APPROVING AND
ADOPTING THE 2025-2026 BUDGET**

WHEREAS the City Council of Hurricane, Utah desires to adopt a budget for the fiscal year 2025-2026; and

WHEREAS notice of public hearing for the adoption of said budget has been given in the manner prescribed by law; and

WHEREAS said City Council, after public hearing, deems it necessary and desirable for the efficient operation of the financial affairs of Hurricane City,

BE IT HEREBY RESOLVED by the City Council of Hurricane, Utah that the proposed 2025-2026 budget, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein as if fully set forth, be and is hereby approved and adopted.

PASSED AND ADOPTED THIS 19th DAY OF JUNE, 2025.

Nanette Billings, Mayor

ATTEST:

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 19th day of June, 2025. 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
David Hirschi	____	____	____	____
Kevin Thomas	____	____	____	____
Clark Fawcett	____	____	____	____
Drew Ellerman	____	____	____	____
Joseph Prete	____	____	____	____

Cindy Beteag, Recorder

Exhibit “A”

Dept. number	Revenues	FINAL OPERATING BUDGET 2025-26	FINAL CAPITAL BUDGET	FINAL PERSONNEL ADDITIONS	TOTAL BUDGET 2025-26	2024-2025 BUDGET	Difference	Budget Increase
	GENERAL FUND REVENUES:	\$22,092,037	\$1,271,374		\$0	\$22,092,037	\$20,030,812	\$2,061,225
OPERATING EXPENSES:								
1041 MAYOR & CITY COUNCIL	\$155,938	\$0		\$155,938	\$135,247	\$20,691	15.30%	
1042 COURT	\$367,565	\$0		\$367,565	\$371,904	(\$4,339)	-1.17%	
1043 ATTORNEY	\$334,640	\$10,000		\$344,640	\$331,149	\$13,491	4.07%	
1044 CLERK	\$440,418	\$0	\$0	\$440,418	\$329,835	\$110,583	33.53%	
1045 TREASURER	\$135,512	\$0		\$135,512	\$127,001	\$8,511	6.70%	
1046 HUMAN RESOURCES	\$157,841	\$5,000	\$0	\$162,841	\$156,283	\$6,558	4.20%	
1047 CITY ADMINISTRATION	\$629,107	\$0		\$629,107	\$590,797	\$38,310	6.48%	
1048 ADMINISTRATION	\$750,737	\$0		\$750,737	\$550,282	\$200,455	36.43%	
1049 NON-DEPT	\$338,850	\$0		\$338,850	\$156,307	\$182,543	116.78%	
1050 BUILDING & GROUNDS	\$120,716	\$639,369		\$760,085	\$92,378	\$667,707	722.80%	
1051 BEAUTIFICATION	\$6,125	\$5,000		\$11,125	\$15,125	(\$4,000)	-26.45%	
1054 POLICE	\$7,624,593	\$53,404	\$0	\$7,677,997	\$7,031,316	\$646,681	9.20%	
1055 CROSSING GUARD	\$52,169	\$0		\$52,169	\$52,414	(\$245)	-0.47%	
1056 ANIMAL CONTROL	\$450,319	\$15,396		\$465,715	\$388,167	\$77,548	19.98%	
1060 STREET	\$3,189,582	\$15,000		\$3,204,582	\$2,376,509	\$828,073	34.84%	
1061 PARKS & CEMETERY	\$1,813,295	\$210,006		\$2,023,301	\$1,756,290	\$267,011	15.20%	
1062 AIRPORT	\$0	\$0		\$0	\$69,106	(\$69,106)	-100.00%	
1063 PUBLIC WORKS	\$538,450	\$0		\$538,450	\$374,050	\$164,400	43.95%	
1065 ENGINEER	\$354,900	\$6,600		\$361,500	\$360,337	\$1,163	0.32%	
1066 GIS	\$278,617	\$0	\$0	\$278,617	\$305,579	(\$26,962)	-8.82%	
1067 EMERGENCY MANGMNT	\$23,818	\$0		\$23,818	\$37,992	(\$14,174)	-37.31%	
1068 PLANNING	\$351,844	\$1,500		\$353,344	\$404,644	(\$51,300)	-12.68%	
1069 BUILDING (INSPECTORS)	\$551,691	\$0		\$551,691	\$545,820	\$5,871	1.08%	
1070 METER READING	\$82,973	\$0		\$82,973	\$80,622	\$2,351	2.92%	
1071 HERITAGE PARK	\$44,613	\$0		\$44,613	\$43,125	\$1,488	3.45%	
1072 RECREATION	\$1,236,972	\$0		\$1,236,972	\$915,980	\$320,992	35.04%	
1073 SWIMMING POOL	\$221,000	\$0		\$221,000	\$314,793	(\$93,793)	-29.80%	
1074 COMMUNITY CENTER	\$154,688	\$307,099		\$461,787	\$216,194	\$245,593	113.60%	
1075 EVENTS	\$80,070			\$80,070	\$62,070	\$18,000	29.00%	
1076 FINE ARTS	\$143,480			\$143,480	\$78,350	\$65,130	83.13%	
1082 GYMS	\$90,320	\$0		\$90,320	\$0	\$90,320	#DIV/0!	
1098 PEACH DAYS	\$99,820	\$3,000		\$102,820	\$80,835	\$21,985	27.20%	
TOTAL	\$20,820,664	\$1,271,374		\$0	\$22,092,038	\$18,350,501	\$3,741,537	20.39%

FUND NUMBER	FUND NAME	Proposed Budget	Budget 2024-25	Difference
		2025-26		
10	GENERAL	\$22,092,037	\$20,030,812	\$2,061,225
	SPECIAL REVENUE FUND			
20	HIGHWAY SALES TAX	\$5,707,057	\$5,480,766	\$226,291
21	AIRPORT REVENUE FUND	\$310,991	\$0	\$310,991
	CAPITAL PROJECTS			
40	ENTERPRISE REPLACEMENT	\$202,805	\$200,000	\$2,805
41	VETERANS MEMORIAL FUND	\$500,000	\$0	\$500,000
42	STREET IMPACT	\$1,800,000	\$2,375,000	-\$575,000
43	PARKS IMPACT	\$6,158,538	\$7,407,337	-\$1,248,799
44	PUBLIC SAFETY IMPACT	\$270,000	\$178,000	\$92,000
45	CITY OFFICE ADDITION	\$1,000,000	\$200,000	\$800,000
46	BUILDING FUND-POOL	\$10,070,000	\$315,000	\$9,755,000
47	RAP TAX	\$1,800,000	\$490,000	\$1,310,000
48	HOUSING	\$12,000	\$12,000	\$0
49	EQUIPMENT REPLACEMENT	\$831,047	\$425,000	\$406,047
	ENTERPRISE FUNDS			\$0
50	PRESSURIZED IRRIGATION	\$17,048,279	\$1,010,555	\$16,037,724
51	WATER	\$16,206,455	\$13,538,282	\$2,668,173
53	ELECTRIC	\$26,586,185	\$21,678,696	\$4,907,489
54	GOLF	\$5,324,182	\$2,748,932	\$2,575,250
55	DRAINAGE	\$1,205,328	\$589,965	\$615,363
59	MUNICIPAL BUILDING AUTH.	\$339,946	\$326,154	\$13,792
	TRUST AND AGENCY FUNDS			\$0
75	DIXIE SPRINGS AGENCY FUND	\$485,000	\$485,000	\$0
78	FLAG PERPETUAL CARE	\$3,000	\$3,000	\$0
79	CEMETERY PERPETUAL CARE		\$0	\$0
	RDA FUNDS			
82	RDA GATEWAY	\$415,449	\$450,832	-\$35,383
	TOTAL	\$118,368,299	\$77,945,331	\$40,422,968



STAFF COMMENTS

Item: Consideration and possible approval of Resolution 2025-27 approving and adopting amendments to the 2024-2025 Fiscal Year Budget.

Discussion: The Final Amendment Budget document:

1. We are planning on transferring out of general fund balance up to \$4 million, this is to make sure that our fund balance remains below the 35% threshold for the audit.
 - a. This money will go to the lease fund, saving for committed projects (Bradshaw house equipment, etc.), fund our airport fund and maybe pay off bond early, pay down the MBA fund, and save for our City Campus.
2. Most of the revenue in our city-wide amendments show how much we've been growing along with high interest rates for savings. We have also been getting grants for projects like, Frog Hollow, PI and Culinary.
3. The highest expenses in amendments is coming from Fund 50 PI and 51 Culinary.
 - a. Due to huge projects like our secondary line extension and culinary system upgrade.

– Paige Chapman

Findings:

Recommendation:

Resolution 2025-27

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, APPROVING
AND ADOPTING AMENDMENTS TO THE 2024-2025 BUDGET**

WHEREAS, the City Council of Hurricane, Utah previously adopted a budget for the fiscal year 2024-2025; and

WHEREAS, said City Council, after public hearing, deems it necessary and desirable for the efficient operation of the financial affairs of Hurricane City that said budget be amended,

BE IT HEREBY RESOLVED by the City Council of Hurricane, Utah that the 2024- 2025 Budget, shall be and is hereby amended as provided in Exhibit "A", a copy of which is attached hereto and incorporated herein.

PASSED AND APPROVED THIS 19th day of June 2025.

Nanette Billings, Mayor

ATTEST:

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 19th day of June, 2025. 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
David Hirschi	____	____	____	____
Kevin Thomas	____	____	____	____
Clark Fawcett	____	____	____	____
Drew Ellerman	____	____	____	____
Joseph Prete	____	____	____	____

Cindy Beteag, Recorder

Exhibit A

2024-2025

General Fund Revenues	Final Amendment
103110 CURRENT YEAR PROPERTY TAX	\$ 450,000
103115 FEE ASSESSMENT	\$ 13,000
103120 PRIOR YEAR PROPERTY TAXES	\$ 50,000
103130 SALES TAX	\$ 500,000
103132 FRANCHISE TAX	\$ 10,000
103140 MUNICIPAL ENERGY TAX	\$ 50,000
103160 ROOM TAX	\$ 8,000
103190 INTEREST ON TAXES	\$ 16,000
103216 BUSINESS LICENSE	\$ 19,000
103218 EVENT PERMITS	\$ 400
103221 BUILDING PERMITS	\$ 15,000
103323 ALCOHOL & DRUG FEE GRANT	\$ 1,000
103325 SCHOOL DIST	\$ 10,400
103329 JAG GRANT	\$ 7,600
103413 ZONING & SUBDIVISION FEES	\$ 127,000
103422 POLICE REPORT FEES	\$ 2,500
103441 SEWER ADMIN FEES	\$ 15,000
103443 GARBAGE ADMIN FEES	\$ 27,000
103461 CEMETERY FEES	\$ 5,000
103510 FINES	\$ 100,000
103625 PRINCESS CONTEST	\$ 200
103635 INSURANCE REIMBURSEMENT	\$ 24,000
103710 BASKETBALL REC FEES	\$ 1,500
103711 YOUTH COMPETITIVE BASKETBALL	\$ 285
103712 KICKBALL REG FEES	\$ 550
103715 ADULT VOLLEYBALL FEES	\$ 1,150
103716 GYMNASTICS FEES	\$ 30,000
103718 TENNIS	\$ 3,500
103722 BASEBALL CONCESSIONS REV	\$ 6,500
103726 GROUP FITNESS	\$ 11,500
103731 DANCE REG FEES	\$ 30,000
103732 WRESTLING FEES	\$ 645
103733 PICKLEBALL	\$ 3,000
103734 TRACK REC FEES	\$ 1,500
103736 ART PROGRAM FEES	\$ 15,000
103739 ADAPTIVE SPORTS PROG FEES	\$ 110
103743 SALE OF DANCE COSTUMES	\$ 4,500
103750 PEACH DAYS- ADVERTISING	\$ 4,000
103761 PARK RENTAL FEES	\$ 14,500
103765 SUMMER KICK OFF	\$ 200
103783 SWIM TEAM FEES	\$ 3,000
103789 GYM RENTAL	\$ 9,000
103791 THEATER CONCESSIONS	\$ 3,100
103792 THEATER TICKETS	\$ 30,500

103810 INTEREST	\$ 209,000
103850 CREDIT CARD REWARD	\$ 430
103944 DONATIONS SHOP W/ A COP	\$ 200
103945 DONATION COMM CTR	\$ 5,700
103946 DONATIONS TO ANIMAL CONTROL	\$ 15,000
103952 BASEBALL SPONSORSHIPS	\$ 3,750
103953 BASKETBALL SPONSORSHIPS	\$ 1,400
103958 SOCCER SPONSORSHIPS	\$ 2,500
103963 FINE ARTS SPONSORSHIPS	\$ 2,000
10-XX-XX TRANSFER OUT	\$ 4,000,000
	<u>\$5,865,120</u>

Expenses

1048 ADMINISTRATIVE	\$ 75,000
1049 NON-DEPARTMENTAL	\$ 5,562,120
1050 BUILDINGS AND GROUNDS	\$ 24,000
1056 ANIMAL CONTROL	\$ 5,000
1060 STREETS	\$ 18,000
1071 HERITAGE PARK	\$ 15,000
1073 SWIMMING POOL	\$ 34,100
1074 COMMUNITY CENTER	\$ 16,300
1075 EVENTS	\$ 20,000
1076 FINE ARTS PROGRAMS	\$ 8,000
1082 GYMS	\$ 20,000
1072 YOUTH TRACK AND FIELD	\$ 500
1078 YOUTH COMP BASKETBALL	\$ 800
1081 ADULT VOLLEYBALL	\$ 1,250
1085 BASEBALL	\$ 9,000
1088 DANCE	\$ 18,000
1090 GYMNASTICS	\$ 17,000
1095 CLINICS AND CAMPS	\$ 7,000
1096 ART PROGRAM	\$ 13,000
1097 WRESTLING	\$ 1,050
	<u>\$5,865,120</u>

Fund 20

203110 Highway Sales Tax	\$ 350,000
203810 Interest	\$ 40,000
203431 Sidewalk Curb and Gutter	\$ 2,000
203570 Reimbursed Project Costs	\$ 1,000,000
204078 SR-9 & 500 N	\$ 350,000

Fund 21

213431 Airport Leases	\$ 50,000
213432 Airport Fuel Fee	\$ 5,000

213810 Interest	\$ 500
213940 Grants	\$ 200,000
214023 Travel & Dues	\$ 500
214026 Building R&M	\$ 4,000
214027 Utilities	\$ 3,000
214032 Fuel	\$ 500
214048 Restroom Supplies	\$ 500
214067 Garbage	\$ 780
214069 Grant Match-City Portion	\$ 30,000
214070 Airport Improvements	\$ 10,000
214072 Grant Reimbursable	\$ 120,000
214091 Bond Payment	\$ 6,000

Fund 40

403810 Interest Income	\$ 2,500
403930 Transfers from other Funds	\$ 193,000

Fund 41

413810 Interest Income	\$ 14,000
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Fund 42

423212 Impact Fees	\$ 200,000
424075 1100 West	\$ 300,000

Fund 43

433212 Impact Fees	\$ 1,500,000
433810 Interest Income	\$ 43,000

Fund 44

443212 Impact Fees	\$ 80,000
443810 Interest Income	\$ 5,000

Fund 45

453810 Interest Income	\$ 70,000
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Fund 46

463810 Interest Income	\$ 75,000
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Fund 47

473890 Misc. Revenue	\$ 15,000
474079 Veterans Park	\$ 100,000

Fund 48

483810 Interest Income	\$ 500
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Fund 48

494072 Vehicles and Equip-Police \$ 75,000

Fund 50

503720	Connection Fees	\$	30,000
503810	Interest Income	\$	15,000
503851	Grant-Efficiency	\$	2,181,000
503915	Impact Fees	\$	40,000
505025	Repairs and Maintenance	\$	25,000
505026	Building R&M	\$	2,000
505027	Utilities	\$	3,000
505031	Professional Services	\$	50,000
505053	Lease Payment	\$	3,000
505071	Secondary Meters	\$	1,500,000
505073	Irrigation Line Extension	\$	7,000,000
505074	Capital Projects	\$	2,000
505081	Interest	\$	500

Fund 51

513710	Water Sales	\$ 200,000
513712	Hydrant Water Fees	\$ 180,000
513714	WCWCD Fee	\$ 15,000
513720	Connection Fees	\$ 160,000
513725	Delinquent Fees	\$ 2,000
513740	Sale of Materials	\$ 400
513750	Work Order Revenue	\$ 1,000
513810	Interest Earnings	\$ 300,000
513915	Impact Fees	\$ 700,000
514440	Water Purchase	\$ 500,000
515011	Salaries and Wages	\$ 15,000
515012	Overtime	\$ 11,000
515014	Medical Insurance	\$ 15,000
515026	Distr. Sys. R&M	\$ 46,000
515027	Utilities	\$ 40,000
515031	Professional Services	\$ 100,000
515051	Insurance	\$ 1,200
515075	Culinary Water Sys. Upgrade	\$ 3,000,000
515077	Well Maintenance	\$ 8,000

Fund 53

533710	Power Sales Res. Taxable	\$ 1,000,000
533712	Power Sales Commercial Taxable	\$ 600,000
533722	Design and Review Fee	\$ 10,000
533732	Solar Plan Review Fee	\$ 3,000
533740	Bad Debt Collections	\$ 800
533742	Municipal Energy Tax	\$ 100,000

533750	Work Order Revenue	\$ 100,000
533810	Interest Earnings	\$ 300,000
533880	Franchise Tax	\$ 34,000
533889	Joint Pole Revenue	\$ 20,000
533915	Impact Fees	\$ 250,000
534455	Natural Gas for Generators	\$ 5,000
535020	Admin	\$ 15,000
535039	Solar Plan Review	\$ 1,500
535042	Online Payment Expense	\$ 5,000
535054	Truck Repair	\$ 2,000
535057	Municipal Energy Tax	\$ 100,000
535089	Capacity 2.0 Project	\$ 40,000
535099	Generation Project R&M	\$ 10,000

Fund 54

544050	Amortization Lease Expense	\$ 106,164
542522	Lease Liability	\$ 103,902
544081	Lease Expense	\$ 20,608
541751	Acc. Amortization	\$ 106,164
544953	Deferred Outflow	\$ 124,464
542140	Due to Other Funds	\$ 500,000
403930	Transfer from other funds	\$ 500,000
544922	Advertising	\$ 6,000
544925	Equip R&M	\$ 1,500
545025	Equip R&M	\$ 6,000
545066	Grass Seed	\$ 5,000
545082	Pesticide	\$ 15,000

Fund 55

555080	Drainage Projects	\$ 300,000
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Fund 59

593478	Lease Revenue	\$ 30,000
593810	Interest Earnings	\$ 10,000

Fund 75

753810	Interest Income	\$ 3,000
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Fund 79

793482	Perpetual Care Fees	\$ 6,000
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Fund 82

823810 Interest Income	\$	3,000
824032 Admin	\$	1,000