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

September 29, 2025
3:00 PM
City Council Chambers 147 N 870 W, Hurricane

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

3:00 p.m. Work Meeting

1. Discussion regarding economic development
2. Agenda Summary

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 Special City Council Meeting August 26, 2025, Regular City Council Meeting August 21, 2025, and September 4, 2025

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 **Ordinance 2025-12 amending Title 10, Chapter 43** regarding site-built dwelling units in platted RV parks; Land Use Code

Amendment No. LUCA25-04; Western CRE-Joby Venuti, Applicant; Rosenberg & Associates, Agent

2. Consideration and possible approval of **Zone Change Amendment Ordinance No. ZC25-12**, a proposed zone change located at 184 N State Street from Single Family Residential R1-10 to Multiple Family RM-3; parcel H-178; White Glove Construction - Kevin Hanson, Applicant.

NEW BUSINESS

1. Consideration and possible approval of **Resolution 2025-37 adopting the Zion Scenic Byway Corridor Management Plan**
2. Consideration and possible approval of a **Domestic Violence Awareness Proclamation** - DOVE Center
3. Consideration and possible approval of the **reassignment of the Ray Shureman lease to Kelly Ashcroft** for a hangar pad located at 5S at the Hurricane Airport
4. Consideration and possible approval of a **First Amended Private Hangar Lease Agreement** with Legend Air Lease LLC for hangar pad 2N 1E - Scott Stratton
5. Consideration and possible **decision and direction to staff regarding an economic development** general plan update, associated incentives, and consultation services - Mayor Billings
6. Consideration and possible approval of **Ordinance 2025-17 amending Title 10, Chapters 3, 7, 13-17, & 37** regarding accessory buildings in front yards; LUCA25-06; Hurricane City, applicant. -Gary Cupp
7. Consideration and possible approval of a **Purchase Contract with Utah Department of Transportation** regarding property at approximately 515 N 350 East - Arthur LeBaron
8. Consideration and possible approval of a **Land Transfer and Development Agreement** with Interstate Rock Products
9. Consideration and possible approval of a **Memorandum of Understanding regarding the UDOT interchange** for the Kachina Ridge development
10. Mayor, Council, and staff reports
11. Closed Meeting held pursuant to Utah Code section 52-4-205, upon request

Adjournment

The undersigned City Recorder does hereby certify that the agenda was posted to the city website, posted to the state public notice website, and at the following locations: the City office, the post office, and the library on September 26, 2025. Cindy Beteag, City Recorder

REASONABLE ACCOMMODATION: Hurricane City will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs, please contact the City Recorder,435-635-2811 x 106, at least 24 hours in advance if you have special needs.

Agenda Summary for Hurricane City Council September 29, 2025
3:00 p.m. Work Meeting

1. Discussion regarding economic development.

5:00 p.m. Pre-Meeting
6:00 p.m. Call to Order

Minutes of the Special City Council Meeting August 26, 2025, Regular City Council Meeting August 21, 2025, and September 4, 2025.

Old Business

1. This item was continued at the Sept 4, 2025, City Council meeting. An alternate proposal was submitted by the applicant and the Council's consideration of the request was continued to allow staff time to review the updated proposal. Staff has now revised the proposed ordinance update to reflect the discussion and direction given at the Sept 4 meeting, which consists of a possible allowance being added to section 10-43-6(D) for a 25-foot height maximum on lots with an area of 4,000 square feet or more. – Gary Cupp

2. This item was continued at the September 4, 2025, City Council meeting to allow the applicants to meet with neighbors to discuss possible mutually agreeable alternatives for the subject property. The applicant is requesting a zone change from Single Family Residential R1-10 to Multiple Family RM-3 on a 1.22-acre property located at 184 N State Street. A public hearing on the proposed zone change was held at the August 28, 2025, Planning Commission meeting and one public comments objecting to the proposed zone change was received. The commenter stated that RM-3 would be too dense. The Planning Commission discussed the item and also said that RM-3 would be too dense and felt that RM-2 would be more appropriate for the site. The vote was unanimous to recommend approval of a zone change to RM-2 to the City Council subject to staff and JUC comments. – Gary Cupp

New Business

1. The Zion Regional Collaborative has recently completed an update of the Corridor Management Plan (CMP) for the Zion Scenic Byway. Resolution 2025-37 adopts the CMP and confirms Hurricane City's commitment to participate in its implementation. The updated CMP contains goals and objectives to help manage visitation on SR9. The CMP states, *"Rather than encouraging increased visitation, the plan focuses on managing tourism already present in the corridor and ensuring that byway travel is welcoming, safe, and beneficial to local communities."* In this way, the CMP is intended to help the communities along the byway promote community character and enhance quality of

life, and not necessarily attract increased tourism. The CMP is a non-binding and non-regulatory document. By adopting Resolution 2025-37, Hurricane City will be confirming its intent and commitment to implement the CMP. However, there is no binding obligation for the City to take any action based on the CMP. Further, the CMP is written in such a way as to allow each participating jurisdiction or organization to implement the Plan's action steps in a manner consistent with that organization's already existing policies and core values. Thus, adopting the CMP will not obligate Hurricane City to take any definitive action that is not consistent with its existing vision. – Gary Cupp

2. Each year, The Dove Center invites all municipalities in Washington County to join in proclaiming October as Domestic Violence Awareness Month. This proclamation highlights important statistics on domestic violence and emphasizes the need for community action to break the silence and work toward ending domestic violence in our area. - Cindy Beteag

3. The Airport Board reviewed this item on January 21, 2025, and unanimously recommended approval. However, it was not carried forward for Council's final decision. Ray Shureman has since sold his lease for hangar pad 5S to Kelly Ashcroft, and the lease now requires formal Council approval. – Cindy Beteag

4. The lessee is requesting that the size of the leased area be increased to accommodate a hangar that is 85' wide. On September 16, 2025, the Airport Board unanimously recommended to grant the lessee's request. The packet includes a proposed amended lease consistent with the request. For reference, this hangar is located at the southwest corner of Plot 46 in the Airport Master Plan, which is also included in the packet. Under the terms of the lease, the Lessee will have 8 months to submit for plan and building permit approval and 24 months after approval to complete the hangar improvement. - Dayton Hall.

5. The Council will discuss economic development during the work meeting. This agenda item has been included to allow the Council to take action immediately if a decision is reached and they are ready to move forward. – Cindy Beteag

6. In an effort to afford property owners more development options on their residential or agricultural property, staff proposes to update the land use code to allow accessory buildings in the front buildable yard area on lots in agricultural and residential agriculture zones; and to allow accessory dwelling units (ADU) in the front buildable yard area in all zones where ADUs are permitted, with the requirement of a conditional use permit for ADUs on lots under 0.5 acres in size. Staff also proposes updates to the code definitions for "dwelling units" and ADUs to address code conflicts that have been encountered with the use of casitas and guesthouses. Lastly, the use tables have been updated to reflect the proposed code changes. The Planning Commission reviewed this item on September 11th and 25th and unanimously recommended approval. --Gary Cupp

7. This purchase contract is for a parcel located at 515 N 350 E that is currently owned by UDOT. When UDOT disposes of property they will generally reach out to the local government and offer a first right of refusal. This parcel has been determined to be useful in completing the intersection at 500 N State Street into a 4-way intersection. The plan is to integrate the parcel in question into the neighboring parcel to the south and pioneering the eastward extension of 500 North through the property to tie into 350 East. This will create two viable commercial parcels and provide good access to SR-9 at the 500 North signal. An appraisal has valued the property at $85,000 and UDOT has presented a purchase contract to the City to purchase the property at the appraised value.

   Staff recommends the City accept and execute the purchase contract. – Arthur LeBaron

8. This agenda item is related to the previous item. This agreement will complete the process described in the previous agenda item wherein the UDOT parcel will be integrated into the neighboring parcel to the south and 500 East will be developed through the property to 350 East. Hurricane City agrees to transfer the UDOT parcel to Interstate and Interstate agrees to dedicate and construct 500 East and traffic signal modifications to provide a complete functioning 4-way intersection and signal.

   Staff recommends execution of this agreement.

9. The City approved a zone change for the Kachina Ridge Property with certain conditions outlined in a development agreement. One of the conditions is that the developer improve access to the property from SR-59 with a separated grade interchange. This agreement is proposed by UDOT that outlines the responsibilities of the parties, namely, the developer, UDOT, and Hurricane City. The agreement obligates the developer to design, build, and dedicate property for the interchange and connecting access roads.

   In signing the agreement, Hurricane City will be obligated to provide personnel to represent the City throughout the design and construction of the project to ensure the City's interests and needs are met. The developer's work is subject to the City's approval of a Traffic Impact Study, street and trail development plan, and any other approvals required by the City. The City will also be a party to an "Acceptance Agreement" that is consistent with current practices.

   Public Works, Engineering, and the City Attorney have reviewed the agreement and recommend consideration and approval by the City Council

10. Mayor, Council, and staff reports.

11. Closed Meeting upon request.

Minutes of the Hurricane City Council special meeting held on August 26, 2025, in the Council Chambers at 147 North 870 West, Hurricane, Utah at 5 p.m.

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

Also Present: City Manager Kaden DeMille, City Attorney Dayton Hall, City Planner Gary Cupp, and City Recorder Cindy Beteag.

AGENDA

5:00 p.m. Call to Order

Canvassing of the 2025 Primary Election

Mayor Pro Temp David Hirschi welcomed everyone and called the meeting to order.

Pledge and pray led by Councilman Ellerman.

Pro Temp Hirschi explained that Mayor Billings was attending remotely and had asked him to conduct the meeting. He reviewed the election numbers from Election Day to the present and noted that he had contacted the County earlier today to have them explain the ballot curing process.

Cindy Beteag reported that there are 13,113 active voters in the City. A total of 5,078 ballots were returned, with 4,684 counted for a 36.71% turnout. Of the ballots not counted, 65 were unable to be cured due to issues such as signature mismatches, 19 were returned after the 8:00 p.m. Election Day deadline, and 310 were returned as undeliverable, resulting in 394 ballots not included in the final tally. In addition, six provisional ballots were issued. Twelve voters participated during the four days of early voting, and 111 voters cast their ballots in person on Election Day. In the mayoral race, Clark Fawcett received 1,819 votes and Nannette Billings received 1,634 votes; both candidates will advance to the General Election in November. For the City Council race, the top four vote-getters advancing to the General Election are David Imlay with 2,214 votes, Michael Hirschi with 1,703 votes, Lynn Exell with 1,482 votes, and Kevin Thomas with 1,307 votes.

Joseph Prete motioned to approve the election results as presented. Seconded by Drew Ellerman. Motion carried unanimously with Nanette Billings, David Hirschi, Kevin Thomas, Clark Fawcett, Drew Ellerman and Joseph Prete voting aye.

Adjournment: Kevin Thomas motioned to adjourn at 5:16 p.m. Seconded by Joseph Prete. Motion carried unanimously.

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Minutes of the Hurricane City Council meeting held on August 21, 2025, in the Council Chambers at 147 North 870 West, Hurricane, Utah at 3:30 p.m.

Members Present: Mayor Nanette Billings and **Council Members**: David Hirschi, Kevin Thomas, Clark Fawcett, Drew Ellerman joined online at 6 p.m., and Joseph Prete.

Also Present: City Manager Kaden DeMille, City Attorney Dayton Hall, Police Chief Kurt Yates, Public Works Director Mike Vercimak, Assistant Public Works Director Weston Walker, Streets Superintendent Hayden Roberts, City Planner Gary Cupp, Assistant Planner Fred Resch III, Power Director Mike Johns, Recreation Director Tiffani Wright, City Engineer Arthur LeBaron, Building Official Larry Palmer, HR Director Sel Lovell, and City Recorder Cindy Beteag.

AGENDA

3:30 p.m. Work Meeting

Discussion regarding water rates for failing infrastructure

Water Board Present: Mac Hall, Lea Thompson, Casey Lofthouse, and Bevin Johnson

Mayor Billings called the meeting to order and welcomed those in attendance, including the Water Board and Alpha Engineering. She explained that the City has been reviewing rates and costs to address the failed pipes in the Dixie Springs area, noting that most of the repair and maintenance budget is currently being used there. The pipe, which was installed in 2005, carried only a one-year warranty. She reminded the group that both the Council and the Water Board have discussed this issue many times, and she and staff have also taken it to State Legislators and the Department of Water. Ultimately, every recommendation points to adjusting rates in order to cover bond payments. Alpha Engineering has prepared a list of potential projects, and there may be opportunities to secure some funding from the State. However, concerns remain about the impact of higher rates on residents. The purpose of this joint meeting is to explore possible solutions.

Water Superintendent Ken Richins reported that staff has been working on this issue for some time and wanted to continue the discussion on how to resolve it. He noted that Councilman Fawcett has prepared detailed calculations on possible funding options. Glen Carnahan, representing Alpha Engineering, presented a summary of repair costs incurred since 2008. Water Supervisor Kory Wright clarified that these expenditures have been temporary measures rather than permanent fixes. Mr. Carnahan outlined the proposed costs to replace all pipelines, estimating the total at more than twenty-four million dollars. He also displayed a map of the Dixie Springs area and Sand Hollow Road, identifying which pipes have already been replaced. Mayor Billings confirmed that no problems have been reported with the newly installed pipe. Mr. Carnahan explained that replacing the lines would also require the City to extend replacements to meters in residents' yards and to fire hydrants. He noted the pipe was installed in 2005, problems appeared almost immediately, and failures have increased significantly over the years. Councilman Thomas asked what assurances the City has that this issue will not

happen again. Mr. Carnahan responded that the new pipe materials being used have proven reliable and the previous type of pipe is no longer in use. Councilman Thomas questioned why the supplier had not been sued. Mr. Richins explained that not all areas experienced failures, and that higher temperatures combined with chlorine in the system caused greater issues. Dayton Hall stated that the City accepted a one-year warranty. Mr. Wright added that other communities have had similar problems, but the one-year warranty is unlikely to be pursued. Councilman Prete stated he would be inclined to look further into the issue, as long-term pipe should not fail so quickly. Mr. Richins explained that manufacturers have since changed the pipe formula so chlorine no longer has the same effect. Councilman Prete stated the manufacturer should bear some responsibility and questioned what could have been done differently during annexation to protect the City. He asked whether the cost of replacement could be charged to that specific region. Mr. Hall responded that the City may charge different rates to different areas if costs can be tied directly to the service provided. In his opinion, if replacement costs can be linked to the Dixie Springs system, then a rate increase for that area may be justified.

Lea Thompson pointed out that Dixie Springs residents are not at fault. Councilman Fawcett added that the pipe was originally installed by the County, and the City had no knowledge of future problems. He stated that moving forward, annexation proposals should include an infrastructure analysis. Mr. Richins reported that the Water District would like Sky Ranch annexed into Hurricane City, but the City has required that they meet City standards first. He emphasized that staff is trying to plan ahead to prevent future issues. Bevin Johnson stated that the City is already limited on water availability and dependent on the Water District. Councilman Fawcett responded that the City does have access to water from the Water District through an agreement, the Regional Water Supply Agreement. Mr. Johnson noted that the Water District raises prices annually, forcing the City to raise its own rates in turn. Councilman Fawcett explained that the City attempted to change the terms of the agreement but had no other option at the time. Mayor Billings stated the main question is what the water rate should be in order to build reserves for future repair costs.

Mr. Carnahan continued reviewing the map, noting the areas that still need replacement, including transmission lines. Mr. Wright stated that while the Water Department can maintain residential lines, repairs on transmission lines are cost prohibitive, difficult to replace, and parts are hard to find. Both Mr. Wright and Mr. Carnahan emphasized that transmission lines should be the highest priority. Councilman Fawcett noted that the Elim Valley area will be addressed through upcoming development. Mr. Wright confirmed that staff has met with developers and explained that the lines must be replaced. Councilman Fawcett suggested deferring this section until development proceeds, and Mr. Carnahan agreed, noting that line is last on the priority list. Mayor Billings then referred to the handout of water rates, pointing out that all new construction falls into the first tier. She stated that rate increases may be necessary since Hurricane's rates are the lowest in the region. Mr. Carnahan explained that the tables provided were only for comparison with surrounding communities. Councilman Fawcett reported that he had prepared a spreadsheet showing rate changes over time and could model the financial

impact of adjustments. He noted that raising each tier by ten cents would generate an additional $172,000 annually. He outlined some of the options discussed by the Water Board and stated they are seeking direction from the Council before proceeding further. Casey Lofthouse added that the Board had also considered bonding. He cautioned that raising rates may be difficult for residents who have paid similar rates for twenty years, many of whom are on fixed incomes. He noted the need to be careful in how changes are applied, and that a bond would allow citizens to collectively decide on the approach.

Mayor Billings stated that the amount currently being spent on repairs and maintenance could cover a bond payment, and questioned whether the increase to residents would be significant. She added that the State has asked the City to raise its rates in order to qualify for outside funding. Councilman Fawcett explained that such projects are typically funded with a revenue bond, but another option would be a general obligation bond that requires a public vote. He felt that if residents understand the problem, they may prefer a rate increase over a tax. Councilman Prete summarized the discussion as either continuing with ongoing repairs or pursuing full replacement. He suggested that there may be other approaches, such as a phased or accelerated replacement schedule. Mr. Richins agreed that beginning with the transmission lines is an option but highlighted that recommendations from the Council are needed. Mr. Johnson added that the City needs to determine the overall cost and the rate adjustments necessary to fund it. Councilman Hirschi stated he would like to hear specific recommendations from the Water Director and the Engineer. Mr. Wright responded that a ten-cent increase across all tiers would not be sufficient, and the exact amount must be determined. He stressed that transmission lines are lifelines, and losing them would result in even greater costs. He also reported that the City spends more than $250,000 annually on residential repairs. Councilman Thomas expressed support for pursuing a bond to complete the work, noting that adequate water pressure in the lines is essential. Mr. Lofthouse added that current repair spending is essentially wasted, as it does not address the underlying problem. Councilman Fawcett stated that repair costs are now six to eight times higher than in the past and continue to rise. Councilman Prete said he did not support limiting costs to only the Dixie Springs area, suggesting instead that the issue be addressed citywide. Mr. Wright reminded the group that the State has made it clear the City must show it is willing to help itself before receiving additional assistance. While he expressed reluctance to raise both base and tiered rates, he believes that the City has an obligation to do so in order to cover situations like this.

Mr. Lofthouse stated that if Hurricane's rates matched those of neighboring communities, they would be nearly double the current amount. Councilman Fawcett agreed that rates are too low but noted that residents should only be charged what is necessary to cover costs. Members discussed the possibility of a hybrid approach, using both the base rate and the tiered rate. Mayor Billings asked Kaden DeMille whether bond figures had been calculated to determine the required rate increase. Mr. DeMille responded that calculations had not yet been completed but estimated the cost would be over one million dollars annually. He agreed that a hybrid approach would be preferable, noting that while repairs would not be eliminated, they would be reduced. He also reminded the group that rates are already scheduled to increase by

fifteen cents each year. Ms. Thompson stated that if rates are raised, the City should also apply to the State for assistance. She stated if the rates are already raised annually then we should apply for State funding, and then bond for the remaining costs. Councilman Fawcett proposed bonding specifically for the transmission lines, raising rates, and then approaching the State to request additional support. Mayor Billings added that the City should prepare a plan demonstrating how much water is being lost due to the failing system. Mac Hall recommended coordinating with the County regarding the failing infrastructure. Mayor Billings agreed and stated she would schedule a meeting.

Mr. Wright stated that with many water projects underway, it is important to first understand the current financial position of the Water Department. He explained that determining the department's needs should come before setting rates, rather than comparing rates to neighboring communities. Mr. DeMille noted that more funds are currently committed to water projects than he has ever seen, and the Dixie Springs Well is still not functioning. He stated that several projects are expected to come online and help relieve the budget, but until then it is difficult to calculate the City's exact financial standing. He added that, in his view, the majority of the group does not support bonding for a large amount, so he recommended identifying the most critical lines, calculating the associated costs, and then determining how to fund them. Mayor Billings stated that action is necessary but agreed that rates must first be determined. Mr. Richins summarized that the Water Department should prepare a priority list of projects, assign values to that list, and then bring it to the Water Board for a recommendation. Councilman Hirschi requested a cost estimate and timeline for the priority list. Councilman Prete stated that he would like to see an increased base rate that includes a set amount of water at no additional charge. Mr. DeMille reiterated that priorities must be finalized in order to calculate how funds will be allocated.

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

Mayor Billings announced that Chad Holt will be retiring next week and expressed appreciation for his many years of service. Chief Yates added that Mr. Holt's last day will be next Friday and recognized his significant contributions to the department. He described Mr. Holt as a loyal officer with a positive attitude who will be greatly missed, noting that it is difficult to lose someone with so many years of experience and knowledge.

Fred Resch III reported on a busy Planning Commission meeting held the previous week. Approvals included a final site plan for the new Mad Moose location on Sand Hollow Road, a preliminary plat for a townhome development in Sand Hollow, a townhome project on 100 North, a preliminary site plan for a micro hospital near the liquor store, and a small office building near IHC. He also noted that staff met with Maverik to discuss a proposed new location on Sand Hollow Road. Maverik representatives raised questions about sign limitations and expressed interest in exceeding the current 35-foot height restriction. Mayor Billings stated she would prefer addressing the request through a development agreement rather than amending the ordinance. Mr. Resch III added that he understood Maverik to be seeking one sign for the entire development located closer to SR-9. Councilman Fawcett commented that signs should

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generally be placed on-site but acknowledged the reasoning behind the request for additional height. Mayor Billings stated she would like to know the exact height being requested before considering the matter further. Councilman Thomas expressed concern that allowing an exception could set a precedent, leading to additional requests. Mr. Resch III also reported that he has spoken with several property owners in Pecan Valley regarding complaints received about lighting.

Mike Johns thanked everyone that came to UAMPS conference. He reported that the power generators are currently running continuously.

Hayden Roberts stated that the Streets Department has been busy maintaining trees on 400 West, 650 South, and 300 North. He announced that Darin Wolsleger from Washington City has been hired for the supervisor position. Crews are also actively working on maintenance of the detention areas.

Weston Walker reported that the 100 North project is progressing on schedule, with paving of a portion planned for Monday. He noted that preparations for Peach Days are ongoing. Flora Tech Road was closed today. Staff are still working on integrating public works permits into the electronic system, which is expected to go live next week. Mr. Walker clarified that all stop signs will be located in the bulb-outs along 100 North. Councilman Hirschi expressed concern with the bulb-outs. Mr. Walker explained that they are designed for traffic calming, reducing vehicle speeds and limiting the time pedestrians are in the roadway. He added that a stop sign will be installed on Main Street, but 100 North will continue through that intersection, consistent with the traffic study. Councilman Thomas noted that the design is part of the approved downtown master plan. Councilman Hirschi stated he would like to explore alternative options, expressing continued dissatisfaction with both the bulb-outs and the stop sign on Main Street. Councilman Fawcett mentioned that the State is considering measures to slow traffic on State Street, which may offer similar solutions. He added that weeds in the Community Center parking lot need to be cleared before Peach Days.

Mike Vercimak stated that his department remains busy with ongoing development. He thanked all City departments for their diligent work and support.

Dave Zundel shared that he is settling in well at the Airport and that operations are progressing smoothly. He noted receiving significant support from other departments with weed removal and pothole repairs. He also reported positive engagement with SUU pilots, who have been respectful and cooperative.

Chief Yates discussed recent incidents involving fires. The first involved an individual in Confluence Park, intentionally setting multiple fires. A couple reported the activity and captured videos, which allowed the suspect to be apprehended quickly. Suppression costs are estimated at approximately $20,000, and the individual will face arson charges. Another incident occurred at the high school, where a student set a toilet on fire. The student was arrested and will face charges. Students were evacuated but were able to return to class quickly. Chief Yates also noted staffing updates, mentioning that two records clerks started this

week. Previously, other employees had been working overtime to cover these duties, so filling these positions is a positive development. Additionally, the department conducted testing for officer candidates last week and identified two potential hires. If they pass background checks, they will be sent to training. Lastly, he mentioned UDOT will be removing graffiti along SR-59.

Tiffani Wright stated that fall programs have recently begun, with sports scheduled to start after Peach Days. She noted ongoing issues with the pool boiler, which was replaced last October but continues to malfunction due to not being built or rated for the elevation. The manufacturer has agreed to provide a replacement heater, though it will take several months to arrive. Mrs. Wright asked whether the Council would support funding temporary repairs until the pool closes. Mayor Billings requested that she obtain a cost estimate and bring it back for consideration. Mrs. Wright also thanked the Streets and Water Departments for removing the snack shack at the old rodeo grounds, which allowed them to asphalt the parking lot.

Ken Richins stated that the Water Department is actively working on multiple projects and ongoing leak repairs. The Three Falls Well is currently shut down for cleaning, but they are at a depth of approximately 200 feet. Work on the Sky Ranch Well has not yet begun, while excavation for the Sky Ranch Tank is nearing completion. The water line from the end of Sky Ranch to the tank has been installed down to the bottom of the hill. Parts for the Dixie Springs Well are expected to arrive Monday, and staff hope to have it operational within the next few weeks.

John Postert announced that the third annual 911 Celebration will be held on September 11th. He distributed a flyer outlining the day's planned events and invited everyone to attend. He noted that crews began training today at the old Ace building, with sessions continuing over the next few weeks. The department has handled over 600 calls in recent weeks. The next board meeting is scheduled for September 8th. Mayor Billings invited the Fire Department to attend the next Council meeting to celebrate Merlin Spendlove's upcoming retirement.

Larry Palmer stated that since the last meeting, the City has issued twenty single-family permits, one commercial permit, and an eighteen-unit condominium permit. He noted ongoing work with the Collier Real Group on a potential retail center. Over the past few years, building permits have been issued for 1,850 single-family units, 831 townhomes, 189 condominium units, 276 commercial buildings, 48 apartment units, and 138 accessory dwelling units.

Gary Cupp stated that the Zoning Review Committee (ZRC) has requested to be on the September 18th agenda to present the updated Zion Corridor Scenic Byway Corridor Management Plan, which aims to designate SR-9 as a scenic byway. He also noted that the bulb-outs in the downtown area were designed to promote a walkable community by slowing traffic and enhancing the sense of community.

Cindy Beteag reminded the Council of the canvass meeting scheduled for the 26th at 5 p.m. She also asked members to notify Millie Anderson by tomorrow if they plan to attend the Utah League conference.

6:00 p.m. - **Call to Order** –

Mayor Billings welcomed everyone and called the meeting to order.

Prayer, Thought, and Pledge led by Mark Sampson

Declaration of any conflicts of interest

None declared.

Approval of Minutes for July 3, 2025

Clark Fawcett motioned to approve the July 3, 2025, minutes as written. Seconded by David Hirschi. Motion carried unanimously.

Mayor Billings presented the "Hey, Put It Down" campaign video, which focuses on the dangers of texting and driving. Jeff Adams, the high school driver's education teacher, attended to represent the campaign in the creator's absence. He shared an incident from a few years ago when students observed a driver using two phones simultaneously. Mr. Adams noted that he regularly witnesses distracted driving and emphasized that texting and driving contributes to numerous fatalities. He also mentioned that the school district recently implemented a policy prohibiting phone use in classrooms, which has caused some parental frustration, and stressed that action is needed to address the issue.

Presentation from Red Rock Media regarding the 4th of July Firework Show

Mike Evans thanked the Council for the opportunity to attend and noted that Red Rock Media has enjoyed working with the City over the past three years. He described the company as a local media business and explained that they were contacted to help market the 4th of July show. They attended the meeting for a performance evaluation and provided a recap of the 2025 event. Mr. Evans noted that in the first year the music did not fully align with the fireworks, but improvements have been made each year. Mayor Billings stated that feedback she has received has been very positive, especially regarding the recognition of first responders during the show. She mentioned that three businesses have expressed interest in becoming sponsors and asked whether they would support increasing the fireworks display. Mr. Evans presented the investments Red Rock Media has made in the partnership and highlighted their goal to grow the event into a larger community-focused celebration. He noted that first responders help keep communities safe and that highlighting them is a key part of the event. Mr. Evans added that they are open to additional sponsors and have explored the possibility of incorporating drone shows, though wind conditions make this difficult. He stated that 2026 will mark America's 250th anniversary and their company is committed to expanding the event with additional community activities. He expressed interest in discussing whether the City might match sponsorships and indicated a desire to continue investing in and growing the program. Mayor Billings requested that Red Rock Media come back with specific ideas or proposals for further discussion. Mr. Evans inquired about extending the partnership for an additional three years. Mayor Billings explained that any extension would require a future Council vote, as this meeting item was listed only as a presentation. Dayton Hall noted that because the State Park owns the land, the festival and related activities are subject to State Park approval. Mr. Evans

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suggested exploring ways for the County to assist with cleanup and reiterated his interest in continuing the partnership.

Presentation from the Small Business Development Center

A representative was not present to present this item.

Public Forum – Comments From Public

David Hirschi thanked everyone who has participated in election campaigns and congratulated those moving forward. He addressed concerns regarding negativity during the campaigns, noting that it has distracted candidates from discussing their plans and ideas. He encouraged everyone to focus on constructive dialogue, cut people some slack, and highlight the candidates' proposals. Mr. Hirschi pointed out that the local community operates differently than the national level and urged everyone to maintain a more positive approach.

OLD BUSINESS

1. Consideration and possible approval of an amendment to the Kachina Ridge Development Agreement - Kent Stephens

Mayor Billings read the following summary written by Dayton Hall that was provided in the packet. "This item was discussed on August 7, 2025, with only three Council members present, and was continued to this meeting. This item is a request by HS Properties, LLC to adjust and extend the termination date within the Kachina Ridge Development Agreement. The subject property is 75.9 acres on the Hurricane Hill north of Highway 59." Mayor Billings explained that developments typically receive a preliminary entitlement at the approval of a preliminary plat, but the development agreement as currently drafted states that the entitlements may expire if a final plat is not approved by a certain date. The development is taking longer than expected because UDOT is now requiring more infrastructure which has to be redesigned. Because of that, the applicant would like the development agreement updated to say that the agreement may be terminated if a preliminary plat is not approved by the deadline, instead of a final plat. She feels like this is a better option. Councilman Thomas stated he doesn't have a problem with the changes. It is only fair. Councilman Ellerman agreed with Councilman Thomas but voiced reservations because the state changed the law so preliminary plats no longer have to go to the council. Mr. Hall stated the Council can require Council approval of plats in a development agreement if the landowner consents to it. Councilman Ellerman clarified there is one year expiration date on preliminary plats. Councilman Prete stated he has never liked this proposal, and he sees some real traffic problems in this area. He doesn't like approving a zone change before the infrastructure is in place so he would love to see it go back to what it was before. However, he is torn because there needs to be a sense of fairness for the work that has already been done.

Kevin Thomas motioned to approve the amendment to the Kachina Ridge Development Agreement as presented in the packet. Seconded by Clark Fawcett. Motion carried with Kevin

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Thomas, Clark Fawcett, and Drew Ellerman voting aye. David Hirschi and Joseph Prete voted nay.

NEW BUSINESS

1. Consideration and possible approval of a proclamation designating September 17 through 23 as Constitution Week - Karen Shuman, Daughters of American Revolution

Debbie Jacobs noted that it has been 237 years since the signing of the Constitution, which established the fundamental laws and principles of the new nation and limited government power through a system of checks and balances. Over time, the Daughters of the American Revolution recognized that awareness of these principles was beginning to diminish, and they petitioned for a designated week to be observed as Constitution Week. On behalf of the Color County Chapter, she expressed appreciation to the Council for issuing the proclamation.

Kevin Thomas motioned to approve the proclamation designating September 17 through 23 as Constitution Week. Seconded by Joseph Prete. Motion carried unanimously.

2. Consideration and possible approval of Resolution 2025-32 appointing Lacee Jessop to the Airport Board

Mayor Billings explained that a new airport board manager has been appointed. Since the individual previously served on the airport board, he cannot hold both positions. The Airport Board unanimously recommended approval.

Clark Fawcett motioned to approve Resolution 2025-32 appointing Lacee Jessop to the Airport Board. Seconded by Joseph Prete. Motion carried unanimously.

3. Consideration and possible approval of adding Dave Zundel as the contact person for the SUU MOU

Mayor Billings explained that Scott Freeman and Kaden DeMille had previously been designated as airport contacts. With the appointment of an airport board manager, Dave Zundel will now replace Mr. Freeman, while Mr. DeMille will continue in his role. Councilman Fawcett commented that Mr. Zundel will do an excellent job.

Clark Fawcett motioned to approve adding Dave Zundel as the contact person for the SUU MOU. Seconded by Kevin Thomas. Motion carried unanimously.

4. Consideration and possible approval to accept a FAA grant to design the reconstruction of the south apron

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Mike Vercimak explained that funding from the federal infrastructure bill passed under President Biden has been allocated to Hurricane for specific uses. One identified need at the Hurricane Airport is the reconstruction and rebuilding of the taxiway and aprons. The grant will cover engineering and dirt work, as well as a portion of the apron improvements within the allotted amount. He noted that the FAA will fund 95% of the project, with the City and the State each contributing 2.5%.

Clark Fawcett motioned to approve accepting the FAA grant to design the reconstruction of the south apron. Seconded by Joseph Prete. Motion carried unanimously.

5. Consideration and possible approval of Zone Change Amendment Ordinance No. ZC25-07, a proposed zone change for portions of the future Hurricane Civic Center property, located between the current city offices and 1150 W, from Single Family Residential R1-10 and Public Facility to Single Family Residential R1-4, Public Facility, and General Commercial; Parcel Numbers H-3-1-34-4210, H-3-1-34-4320, H-3-1-34-4331, H-3-1-34-4332; Hurricane City, Applicant. - Gary Cupp

Mayor Billings read the following summary written by Gary Cupp that was provided in the packet. “Hurricane City is initiating a zone change on 20 acres located along 100 N between 870 W and 1150 W adjacent to, and including, the property housing the existing city offices. The proposed zone change is in preparation for development of the Hurricane City Civic Center Project. The police department has grown significantly and is currently housed in an aging, inadequate building that was not designed for use as a police station. Similarly, city administration has outgrown existing administrative office space. Therefore, rezoning the property is critical for beginning construction of a new police station and city hall in order to meet the City’s current and future municipal needs. Multiple community workshops, surveys, and public outreach initiatives aimed at gathering input on the future use of the site were conducted, and that input was carefully considered in advance of this action. The proposed zoning also reflects the City's goal of creating a centralized civic hub that integrates essential community services with commercial and residential uses that are intended to offset the financial burden on the taxpayers for construction of these new public facilities. At a joint work meeting with the Planning Commission on June 19, 2025, the City Council directed staff to proceed with a zone change application for the Hurricane City Civic Center Project with the following proposed zoning designations: (Note: the acreages are approximations that will need to be adjusted to best fit the 20-acre property.) Approximately 3 acres to be rezoned from the existing Single Family Residential R1-10 to Single Family Residential R1-4. Approximately 8 acres to be rezoned to Public Facility (PF) to accommodate a new police station, city administrative offices, parking areas, and public park space. Approximately 5 acres to be rezoned to General Commercial (GC) for future commercial development along the prominent 100 North corridor. The remaining approximately 4 acres of the property north of the current city offices will essentially retain its mostly Single Family Residential R1-10 zoning designation for the present

time; although, it will likely be rezoned in the future to accommodate a future component of the Civic Center master plan. No Planned Development Overlay ("PDO") is proposed at this time.

At the Planning Commission meeting a public hearing on the proposed zone change was held at the July 10, 2025, Planning Commission meeting. Twelve (12) verbal public comments were received at the hearing, and five (5) written comments were also received. All the comments were in opposition to the zone change, particularly, in respect to the R1-4 and commercial zones. The public objections included concerns about negative impacts to adjacent neighbors from high density housing, traffic, parking, and increased enrollment at nearby schools. Notwithstanding, many of the public in attendance did express support for approval of the Public Facility zone and construction of the new police station and city offices. During the Planning Commission's discussion of the item, the commissioners shared the public's concerns regarding the proposed R1-4 and commercial zones. Michelle Smith thought R1-4 would create parking issues. Kelby Iverson stated that none of the property should be rezoned to R1-4, and that the proposed park areas should be zoned Open Space instead of Public Facility. Amy Werrett recommended approval of the Public Facility zone but does not want the commercial and R1-4 zones. Ralph Ballard suggested roadways should be incorporated in the park and commercial areas to relieve traffic impacts. Ralph Ballard also asked if the R1-4 lots were to be sold or rented. Staff replied that based on the last work meeting with the City Council none of the property was currently being considered for sale, to which Councilman Thomas stated that the R1-4 area has always been intended to be sold. Ralph Ballard and Mark Sampson both asked if there were any detailed development plans for the R1-4 and commercial sites. Staff replied that there are no imminent plans for any of the site except for the construction of the new police station and city offices. The Planning Commission voted 4 to 2 to make the following recommendations to the City Council regarding the proposed zone change: The Planning Commission recommends that only the Public Facility zone be approved at this time, with the rest of the property to remain in its existing R1-10 zoning classification. The Planning Commission requests more discussion with the City Council before approval of any commercial or R1-4 zones on the Civic Center property. The Planning Commission recommends that no commercial or R1-4 zones be approved on the Civic Center property without a traffic study and a specific development plan being in place for such zones. The Planning Commission recommends that the park areas shown on the Civic Center master plan should be zoned Open Space instead of Public Facility.

Findings: *Staff finds that the request adequately satisfies the four approval standards for zone changes:* ***Is the proposed amendment consistent with the goals, objectives, and policies of the city's General Plan?*** The Future Land Use Map for this area designates the property as "Public Use" and "Multifamily," with which the inclusion of the proposed R1-4 zoning and civic uses of the property will be compatible. Additionally, the General Plan encourages the appropriate use of land and the efficient placement of public facilities to support the City's growth and service needs. By consolidating municipal services, such as a new police station, city offices, and park space, into a centralized location, the City is implementing the General Plan's objective to provide needed public infrastructure cost-effectively. The inclusion of R-1-4 zoning is intended

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to introduce more flexible residential options that support the Moderate Income Housing Plan's goal to diversify housing types and affordability. Additionally, the General Commercial zoning along the 100 North corridor will further develop an economic area of the City that is consistent with the General Plan's strategy to promote commercial development in appropriate, high-visibility locations. The zone change reflects a balanced approach to land use planning that supports civic, residential, and economic priorities while also incorporating the public input that was gathered through previous community-outreach surveys. ***Is the proposed amendment harmonious with the overall character of existing development in the vicinity of the subject property?*** The proposed amendment is harmonious with the character of existing development in the vicinity of the subject property. The areas surrounding the site include a mix of public facilities, residential neighborhoods, and commercial uses, making it well-suited for the proposed combination of civic, residential, and commercial zoning. The planned civic improvements, including a new police station and city offices, would be a natural extension of the existing municipal presence in the area. The R1-4 zone will introduce single-family homes on smaller lots, which provides more housing options in the community. Additionally, the commercial zoning along the 100 North corridor is compatible with surrounding commercial uses and will enhance that corridor's role as an economic and transportation route. ***Will the proposed amendment adversely affect adjacent property?*** The proposed amendment is not expected to adversely affect adjacent properties. Each component of the civic center master plan has been designed to ensure compatibility with surrounding land uses. The Public Facility zoning will support essential municipal functions, such as a police station, city offices, and park space, which are generally considered compatible with both the residential and commercial neighbors. The Single Family Residential R1-4 zoning will allow for smaller single-family lots at a moderate density that will serve as a reasonable transition from the larger lot developments nearby. The commercial zoning is proposed along 100 North, which is a major roadway already developed with, and suited for, commercial activity. As proposed, the amendment is designed to integrate with adjacent development. ***Are public facilities and services adequate to serve the subject property?*** The subject property is centrally located within a developed area and currently has access to all necessary public utilities and services. Existing infrastructure, including water, sewer, power, and roads, is available onsite or immediately adjacent to the site.

Recommendation: ***Based on the project findings, staff recommends approval of the zone change as proposed.*** But, staff recognizes the Planning Commission's concerns regarding the lack of specific development plans for the commercial and residential aspects of the master plan, and would also support rezoning for only the Public Facility portions of the master plan."

Mayor Billings noted there had been mention of a traffic study but clarified that a traffic study has never been required for a zone change, adding that the road is already designed to handle traffic. She reported that Michelle Smith recommended locating the park adjacent to the existing neighborhood and placing the R1-4 zoning near the commercial area, while Mac Hall suggested adding industrial uses instead of housing. Mark Sampson commented that the most difficult aspect of the proposal is determining what the residential portion should look like. He

noted there was no opposition to the public facilities. The Planning Commission recommended moving forward immediately with the public facilities while postponing discussion on the remaining components. Mayor Billings then asked Kaden DeMille to share his concerns with proceeding only on the public facilities. Mr. DeMille explained that the housing component was simply a recommendation for financing the development and that R1-4 housing was only a concept, not a requirement. He stated he was not in favor of selling the property and suggested removing the housing portion if it was preventing progress. He added that the goal was to provide affordable housing, and that commercial development on 100 North is consistent with good planning practices. However, he cautioned that eliminating the residential component could affect financing, since the intent was for the property to help fund the buildings. He explained that although savings have been set aside, they are not keeping up with inflation, and the longer the project is delayed, the more expensive it will become. He stated the overall vision is to create a walkable area at minimal cost to residents.

Mayor Billings reported that another suggestion from Mac Hall was to allow apartments above the commercial development on 100 North. Councilman Fawcett stated that while he understood the concern of approving a zone change without a concrete plan, he also recognized the importance citizens place on ensuring the park is built. He suggested he would support designating that area as open space. Mayor Billings added that Mac Hall also recommended designing the commercial area in an “L” shape to break it up visually. Mac Hall commented that the process had become stalled with Zion’s proposal, but he believed adjustments could address concerns. He suggested moving the park closer to the existing homes and felt that something beneficial could still be accomplished. Councilman Hirschi agreed with relocating the park, while Councilman Thomas noted that placing the park adjacent to the public facilities would allow both to be used together. Mac Hall clarified that designing the commercial in an “L” shape would still allow the park and facilities to connect. Mayor Billings stated she did not believe there was support for high-density housing but asked what steps would be required to amend the proposal to PDO zoning. Dayton Hall explained that this would require the City to start over with a new zone change application, Planning Commission review, and a public hearing. Councilman Fawcett asked if simply adjusting some of the proposed zoning lines would require the same process. Mr. Hall clarified that as long as the approved zoning remained consistent with what had been advertised, the legal requirements had been met. Mr. DeMille reminded the Council that the numbers from Zion were only estimates and that their proposal was one option to fund the project. He explained that if that approach was not acceptable, it could be removed entirely, but highlighted the need to preserve space for the buildings and future expansion.

Councilman Thomas suggested designating the public facility zone from the proposed R1-4 line to the east while keeping the commercial, noting that any housing above commercial would require different zoning. Councilman Hirschi expressed a preference to leave the commercial designation off until potential businesses had been identified, focusing only on the public facility zone for now. Mayor Billings pointed out that businesses would be unlikely to consider

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the property without the commercial zoning already in place. Councilman Ellerman agreed, noting that pre-established commercial zoning would carry significant weight with developers. He cited St. George as an example where commercial zoning helped attract development. While he supported moving forward on the public facility, he felt the commercial zoning should remain. Councilman Prete stated he did not understand why discussion continued to focus on the park since that concept had already been rejected. He emphasized the need for a larger public facility area and stated it did not make sense to extend the public facility zoning all the way to 1150 West.

Valorie Douglas, a resident adjacent to the proposed development, read the standards for R1-4 zoning and noted it is not permitted next to R1-10 zoning. She stated that the proposed zone would be in violation of the City's code. In response, Gary Cupp explained that the master plan designating that area as high density single family residential housing was approved prior to the adoption of the R1-4 zoning designation and would therefore be grandfathered in.

Donna Shouse stated she has lived on 250 for twenty years and she will miss the views if this area is developed. She would like to advocate for a grant to plant trees in between her and the development.

Kevin Thomas motioned to approve the Zone Change Amendment Ordinance ZC25-07 for a portion of the future Hurricane Civic Center property including the east side (adjacent to the current building) L shape as public facility and the southwest corner as general commercial but leave the rest as is. Councilman Fawcett would like to add that a public hearing will take place to receive public comment before a specific commercial use is approved. Councilman Thomas amended his motion to include Councilman Fawcett's addition. Seconded by Clark Fawcett. Motion carried unanimously.

6. Consideration and possible approval of local consent for a full service liquor restaurant license for Coral Cliffs Entertainment

Mayor Billings read the following summary written by Cindy Beteag that was provided in the packet. "Coral Cliffs Entertainment is currently constructing a complex that will include a food establishment, bowling, and other activities. They are requesting a full-service restaurant liquor license. Staff has completed a background check on the individual overseeing daily operations and has no concerns with issuing the license. A separate business license will be required for the building before construction is complete." She explained this will be in the restaurant separate from the bowling alley and laser tag areas.

Clark Fawcett motioned to approve the local consent for a full service liquor restaurant license for Coral Cliffs Entertainment. Seconded by Kevin Thomas. Motion carried unanimously.

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7. Consideration and possible approval of local consent for a full service liquor restaurant license for Applebee's

Mayor Billings read the following summary written by Cindy Beteag that was provided in the packet. “Applebee’s is currently building a new location in Hurricane and offers beer and spirits on its menu. They are requesting local consent for a full-service restaurant liquor license. Staff has completed a background check on the individual overseeing daily operations and has no concerns with granting local consent.” Chief Yates explained the State does the on-premise checks for underage sales. He has reached out to them to confirm that they will notify the City if there are any sales.

Kevin Thomas motioned to approve the local consent for a full service liquor restaurant license for Applebee’s. Seconded by Drew Ellerman. Motion carried unanimously.

8. Consideration and possible approval of a Development Agreement with Pops Chips and Salsa

Mayor Billings read the following summary written by Dayton Hall that was provided in the packet. “At the City Council meeting on August 7, 2025, the Council discussed the possibility of permitting commercial kitchens in residential zones as a home-based business. The discussion was triggered by the Altenas’ business called Pop’s Chips and Salsa. Due to the way businesses are classified by the State, the Altenas’ production of salsa required a commercial license, which the City Code does not permit as a home-based business. Instead of a general code amendment to allow all businesses classified as commercial kitchens to operate as a home-based business, it was suggested that a development agreement permitting the use for the Altenas would be more appropriate. Based on that suggestion, this agenda item is for the possible approval of such a development agreement for the Altenas’ property. The proposed agreement limits the use of the kitchen to the production of chips and salsa, it requires compliance with all other requirements of home-based businesses, it requires Building Official approval of the kitchen, it does not allow the expansion of the kitchen beyond its current size, and the ability to operate a commercial kitchen shall terminate when the Altenas no longer own the property.”

Harry Altena expressed appreciation for the Council’s time but voiced concern about limiting the kitchen’s operations. He explained that in addition to chips and salsa, he also produces items such as seasonings and queso, and noted that state regulations already limit what can be made in a home kitchen. Dayton Hall clarified that the concern was allowing uses consistent with a full commercial kitchen. Mr. Altena requested that he be permitted to produce anything authorized under a cottage license. Mr. Hall suggested the agreement could be amended to specify all uses permitted by a cottage license, plus chips and salsa. Mr. Altena added that HB181 also allows additional products for sale at farmer’s markets and requested that those be included. Mr. Hall confirmed the Council was in favor of allowing chips, salsa, seasonings, and

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queso under the development agreement. Mr. Altena asked to further expand the agreement to include any foods permitted under a farmer's market license. Luke Hepworth then explained the differences between cottage kitchen allowances and farmer's market regulations. Mr. Hall advised the Council that he was unfamiliar with HB181 and farmer's market licenses, and he suggested that the item be continued to allow staff to review the new request and revise the proposed development agreement.

Kevin Thomas motioned to continue the Development Agreement with Pops Chips and Salsa for two weeks to allow time for the City Attorney to review the state code. Seconded by David Hirschi. Motion carried unanimously.

9. Discussion about the new traffic flow on 100 North - Dan Zaleski

Dan Zaleski reminded the Council that he had previously spoken during the public forum about traffic concerns at 100 North and Main Street, including his request to reinstall the stop signs, repair existing signage, and post traffic change notices. He stated conditions have worsened and again asked the Council to reinstall the stop signs at the intersection. Mr. Zaleski explained that removing them has made 100 North function more as a thoroughfare than SR-9. He circulated a petition in support of reinstating the stop signs and obtained 17 signatures, which he read to the Council. He expressed concerns about speeding, noting that a neighbor who posted "slow down" signs had them stolen. He requested access to the traffic study referenced and stated that, in his experience living there, traffic on Main Street is worse than on 100 North. He further argued that if 100 North has only one stop sign while State Street has three, drivers will increasingly use 100 North, despite it being a residential street. He questioned whether the Council had formally approved the change and noted that there had been no public input before the stop signs were removed. Councilman Hirschi stated he would like the issue brought back to the Council for a vote.

Luke Hepworth stated there is currently no signage notifying drivers of the recent traffic change. He noted that navigation apps such as Google will now direct traffic to 100 North instead of State Street because it is faster. He expressed concern for his two children, explaining that reaching the park now requires traveling an additional four blocks. He added that increased traffic on 100 North would also cause drivers to bypass businesses on State Street. For both community safety and economic impact, he urged the Council to reinstate the stop signs, stating that he had not experienced issues before the change but has had many since.

Mayor Billings read the following summary written by Arthur LeBaron that was provided in the packet. "Mr. Zaleski addressed the Council at the last meeting during public forum. One concern that was brought up was the change in traffic control for the intersection at 100 N Main Street. Prior to the project the North-South movement was prioritized and the East-West movement was stopped. During the design of the project a traffic analysis was completed at the key intersections of 100 North Main as well as 200 West 100 North. It was determined that the

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East-West movement had higher numbers at 100 North Main, and should thus be prioritized over the North-South Movement. Additionally, it was determined that the traffic on 200 West was essentially balanced during the study period, so a 4-Way stop control has been implemented at that intersection. Another issue that was brought up is the location of stop signs at Main Street. Since the last Council meeting the stop signs have been installed and they are very visible and effective. I have received several comments about the bulbouts that are being installed. I first want to reiterate that the bulbouts are part of the approved downtown master plan. They are an important intersection element of downtown streets for a few reasons: *Bulbouts reduce the crossing length for pedestrians, increasing pedestrian safety. *Bulbouts have a traffic calming effect at intersections. *Bulbouts help prohibit parking in close proximity to a corner, thus maximizing sight distance and intersection safety. The design for this project has been very thoughtful and the repercussions of these traffic control decisions have been weighed by Public Works and Engineering Staff prior to being implemented and Staff stands behind the decisions that have been made."

Mayor Billings explained that the City will wait until all related work is completed to observe how traffic flows before determining if another study is necessary. The matter can then be brought back to the Council for review. Councilman Hirschi agreed, noting that the change will likely increase traffic on 100 North compared to State Street. Councilman Fawcett commented that the traffic pattern should have remained unchanged until all work was completed.

10. Consideration and possible approval of Zone Change Amendment Ordinance No. ZC25-08, a proposed zone change request located at 3000 W 400 N from Single Family Residential R1-8 to Single Family Residential R1-6 and Multiple Family RM-2; Parcel number H-3-1-31-3000; Chase Stratton, Applicant.

Mayor Billings read the following summary written by Gary Cupp that was provided in the packet. "The applicant is requesting a zone change from Single Family Residential R1-8 to Single Family Residential R1-6 and Multiple Family Residential RM-2 for property located east of the existing Lava Knolls subdivision. In 2022, the applicant transferred 8.74 acres within the planned subdivision to the Washington County School District for use as a future elementary school, which required a redesign of the later phases of the development. As part of this redesign, the applicant proposes to rezone approximately 12 acres from R1-8 to R1-6, and 2.756 acres from R1-8 to RM-2. A public hearing on the proposed zone change was held at the August 14, 2025, Planning Commission meeting and no public comments or objections to the proposed zone change were received. The Planning Commission had no concerns about the proposal nor any discussion on the matter and voted unanimously to recommend approval of the zone change by the City Council. Findings: Staff finds that the request adequately satisfies the four approval standards for zone changes: a. ***Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies?*** The General Plan Map shows this area as "Single Family," which intends for development to be consistent with the following description: *"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." The change to R1-6 would be compliant with the General Plan Map; however, the RM-2 portion would not. Notwithstanding, this is an area of town with several townhome developments underway and it is near major roadways and schools. Furthermore, the General Plan encourages a range of housing types and densities in appropriate locations, such as close to schools and commercial developments like Walmart, to support population growth and provide increased housing choice. The proposed mix of R1-6 and RM-2 zoning introduces additional flexibility in housing types, while still maintaining compatibility with surrounding development. Thus, staff finds the zone change request to be substantially consistent with the General Plan. **b.** ***Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity?*** The proposed zoning is harmonious with the character of existing development in the vicinity. The area is adjacent to the existing Lava Knolls subdivision, which includes single-family residential development. The proposed R1-6 zoning maintains a similar residential character, while the limited RM-2 zoning (2.756 acres) is modest in scale and is adjacent to other planned townhome developments. **c.** ***Will the proposed amendment adversely affect the adjacent property?*** The proposed amendment is unlikely to adversely affect adjacent properties. At this time, most of the adjacent property is undeveloped. The new school planned for the area is likely to have a larger use impact than this planned residential development. Major planned roadways in the area will mitigate any traffic concerns from the residential development. As discussed below in the staff comments, the proposed site plan is less dense than what was originally proposed for the area, and if the density depicted in the conceptual site plan is formalized through a development agreement, it would assure a lower development impact. **d.** ***Are public facilities and services adequate to serve the subject property?*** All public utilities are in the immediate vicinity and are adequate to serve the subject property. Recommendation: Staff recommends approval of the requested zone change."

Chase Stratton explained that the School District sought to have students closer to the school, resulting in a property trade. Councilman Fawcett questioned why this should be approved. He could understand approving it if they gave the School District the property, but they traded. He asked how this proposal aligns with the general plan. Gary Cupp explained that the area is designated mixed-use and that the request aligns with overall goals. Councilman Fawcett disagreed. Fred Resch III presented a map showing surrounding uses. Mr. Cupp noted that while the RM-2 designation is not entirely compatible with adjacent single-family uses, the overall request is consistent with the larger area. Councilman Fawcett stated he wants to ensure lots are provided for affordable housing when higher density is approved. Dayton Hall explained that state law prohibits requiring a set percentage of affordable housing, but a development agreement could designate a portion as deed-restricted affordable housing. Councilman Prete expressed support for walkability to the school but raised concerns about traffic and questioned whether the location is suitable. Mayor Billings noted that the streets are standard and adequate for pedestrian traffic. Mr. Stratton added that school access would be provided from the northwest corner of the site. Councilman Thomas agreed that a

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development agreement for affordable housing is appropriate but noted the need to define the terms first. Councilman Fawcett expressed that current incentives are insufficient and suggested requiring 15% of units as affordable housing in exchange for granting 15% additional density. Mr. Stratton noted that previous attempts to infill with deed restrictions had been denied, but he believes increased density can help create more affordable housing.

Councilman Fawcett stated that some families with children cannot afford current housing rates and expressed a desire for the City to work with developers in a partnership to address affordable housing. Mr. Stratton noted he would explore options, expressing frustration that a prior LIHTC plan was denied, which he believed could have addressed some issues. Councilman Fawcett feels that affordable housing should be distributed throughout the community to avoid concentrated areas. Mr. Stratton added that higher-density housing, such as three-story units, can serve as a transitional option before moving to single-family zones, and expressed support for infill projects, noting prior requests had been denied. Mayor Billings asked if the applicant would consider exploring alternative options and returning to the Council. Mr. Stratton indicated willingness to make the proposed three-plex units deed-restricted but questioned how to enforce this if the property is sold. Dayton Hall confirmed that such details can be addressed within a development agreement. Councilman Fawcett stated he has no objection to rental units, recognizing the need, but reiterated that affordable units should be spread throughout developments to foster supportive neighborhoods. He also noted that proximity to schools promotes walkability and provides safe areas for children to play. Mayor Billings added that traffic concerns will be addressed during the preliminary plat review.

Councilman Hirschi motioned to continue the item until all details are finalized. Mr. Stratton requested approval contingent upon the three-plex units being deed-restricted, with the remaining details to be worked out with staff. Dayton Hall noted that any agreement would need to align with the current affordable housing ordinance. Councilman Ellerman inquired about the acreage of the RM-2 portion and the proposed number of units. Mr. Stratton stated the request is for 10 units per acre on 2.7 acres. Councilman Ellerman indicated he is comfortable with the applicant's proposal.

David Hirschi motioned to approve the Zone Change Amendment Ordinance ZC25-08, a proposed zone change request located at 3000 W 400 North subject to a development agreement that designates three of the units in the RM-2 zone as affordable housing as defined by Hurricane City Code Title 10, Chapter 52, with those three units being constructed in the first phase. Seconded by Clark Fawcett. Motion carried unanimously.

Council requested the affordable housing ordinance to be emailed to them.

11. Consideration and possible approval of Resolution 2025-33 amending the fees for Community Center Programs and Youth Sports - Tiffani Wright

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Mayor Billings read the following summary written by Tiffani Wright that was provided in the packet. “This resolution proposes an increase in fees for select recreation programs and sports. The adjustment is necessary for two primary reasons: Outdated Fee Structure – Several programs have been running for nearly 20 years without any fee increase, despite rising operational costs. Improved Staffing Quality – We aim to hire older, more experienced youth staff and referees. Offering only minimum wage is not competitive for the age group we are seeking. A modest fee increase will allow for slightly higher wages, which we anticipate will attract and retain more skilled, reliable employees and improve overall program quality.”

Tiffani Wright explained they raised fees by $5 for everything that happens at the Community Center. The sports stayed the same, other than they added a non-resident fee that is $5 more. Councilman Prete thinks we should have a larger cap between resident versus non-resident. Mrs. Wright stated about 20% of participants that sign up for sports are non-residents.

Joseph Prete motioned to approve Resolution 2025-33 amending the fees for Community Center Programs and Youth Sports. Seconded by David Hirschi. Motion carried unanimously.

12. Discussion on gym rental space for club ball groups - Tiffani Wright

Mayor Billings read the summary written by Tiffani Wright that was provided in the packet. “I am seeking the council's guidance on rental pricing for the new Fourplex gymnasium and the Lichfield gym. Our current rental rates (per hour) are: Full court: $30 (resident) / $40 (non-resident). Half court: $20 (resident) / $25 (non-resident). I would like your direction on whether we should: Maintain current rates for private tournament rentals. Offer a lower rate to Hurricane-based teams reserving courts. Provide bulk discounts to clubs reserving courts over an extended period. Introduce a nonprofit rate for groups with a verified 501(c)(3) status. Your input will help us establish consistent and fair rental guidelines moving forward.

Haylee Prete, a local 501(c)(3) club owner, expressed support for the direction proposed by Mrs. Wright. She explained that clubs are typically started for two reasons: to provide a career and source of income, or to support the community and local teams. Mrs. Prete noted that she has never received a salary, only reduced rates for her own children to play sports. She stated that in order to remain competitive, teams must be able to play year-round, and most local club owners are parents trying to support their children while keeping costs affordable. Mrs. Prete reported that she currently operates eight teams and is operating in the red due to gym rental costs. She highlighted the need for bulk rates and preferential scheduling to address the high demand for court time.

Tiffani Wright distributed a proposal outlining rental rates and priorities. She explained that the proposed priority order is: first, City programs; second, the School District; third, competitive club teams; and fourth, tournaments or special events. She noted that a block rate for half-day

rentals was considered, but full-day rentals would receive a discounted rate. Approved club teams would also receive a discount for bulk rentals. Mayor Billings suggested offering lower rates for local children to ensure affordability. Mrs. Wright responded that club or competitive sports should not be subsidized, as doing so would not even cover staff costs. Councilman Fawcett stated his preference to provide affordable access for local citizens and expressed concern about other communities taking advantage of lower rates.

Weston Walker, a team coach, stated that he does not charge for his time but does collect entry fees. He explained that his team previously practiced at Stout's Gym but was displaced due to high demand. He suggested it would be beneficial to offer a reduced rate for teams based in Hurricane.

Mayor Billings asked for recommendations regarding fees for local teams. Mrs. Wright questioned how such a policy could be regulated. Mrs. Prete explained that while older competitive teams may include a few players from outside the area, younger teams are typically all local. Councilman Hirschi suggested lowering the fee slightly for local competitive sports teams, recommending $20 per hour for Hurricane-based sports clubs. Councilman Prete inquired about preferential scheduling for local teams. Councilman Hirschi noted that the discussion included limiting teams to two practices per week. Mayor Billings proposed designating a specific time block for club teams and recreation. Mrs. Wright outlined what other organizations charge for tournaments and special events. The Council recommended a rate of $100 per hour for tournaments. Councilman Prete suggested offering a bulk discount in addition to a lower fee. Mrs. Wright confirmed that the Council's direction was to charge $20 per hour for residents and $50 per hour for nonresidents.

13. Consideration and possible approval of Ordinance 2025-18 to create Title 9 Chapter 7 and to amend Title 10 Section 10-7-23 regarding MS4 storm water control regulations; Land Use Code Amendment No. LUCA25-09; Hurricane City, Applicant. -Gary Cupp

Mayor Billings explained that compliance with the Clean Water Act requires the City to follow both state and federal regulations. The Planning Commission recommended approval of the proposal. Weston Walker noted that this represents the final action needed to meet the City's goals for the year and confirmed that all departments have reviewed the proposal.

Clark Fawcett motioned to approve Ordinance 2025-18 creating Title 9, Chapter 7 and amending Title 10 Section 10-7-23 regarding MS4 storm water control regulations. Seconded by David Hirschi. Motion carried with David Hirschi, Kevin Thomas, Clark Fawcett, and Drew Ellerman voting aye. Joseph Prete was absent.

14. Consideration and possible approval of an amended tuition policy for employees - Sel Lovell

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Mayor Billings explained that the policy allows employees to pursue educational opportunities to improve their position without necessarily obtaining a degree. Councilman Fawcett asked about the "limitations set forth" referenced in the reimbursement section, noting that no specifics were listed, and suggested prorating reimbursement based on the number of years an employee remains with the City. Sel Lovell explained that for long-term employees, such as those with 25 years of service, full repayment is not expected, and he preferred not to include prorating language to prevent potential abuse. Councilman Fawcett acknowledged this concern but suggested establishing a set period of required employment after which reimbursement would be prorated. He also recommended clearly defining the policy's limitations rather than using vague language. Mayor Billings stated that continuing education required for the employee's position should be covered by the City and not subject to this policy. Kaden DeMille confirmed that continuing education would be exempt. Councilman Prete suggested wording the requirement as seven years of employment or until retirement and clarified that the policy applies only to employee-initiated education related to their position. Dayton Hall added that all educational opportunities must be pre-approved by the City.

Joseph Prete motioned to approve the amended tuition policy for employees subject to a revision that a seven year or retirement provision regarding payback is added. Seconded by Clark Fawcett. Motion carried unanimously.

15. Consideration and possible approval of consultant selection for the design of 100 South - Arthur LeBaron

Mayor Billings read the following summary written by Arthur LeBaron that was provided in packet. "The 100 South project includes the reconstruction of the road and utilities, together with new asphalt, curb and gutter, and landscaping improvements. The City received 8 Statements of Qualifications for the design of this project. The City's selection team consisted of Public Works and Engineering staff and one City Council Member." Mayor Billings continued stating that JUB Engineers had the highest score at 94.48 and the selection committee has recommended them as the consultants.

Councilman Prete asked how scoring points are determined. Weston Walker explained that a four-person committee evaluates four different areas, and the average score is calculated. Councilman Prete confirmed that past work experience is considered in the evaluation. Councilman Thomas added that the advertisement specifies the desired qualifications, and reviewers assess each submittal against these criteria. Each reviewer assigns up to 100 points, and the final score is the average of all reviewers' scores.

David Hirschi motioned to award the 100 South design to JUB Engineers. Seconded by Kevin Thomas. Motion carried unanimously.

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16. Consideration and possible approval of consultant selection for the design of 650 South - Arthur LeBaron

Mayor Billings read the following summary written by Arthur LeBaron that was provided in packet. “The 650 South project includes the reconstruction of the road and utilities, together with new asphalt, curb and gutter, and landscaping improvements. The City received 10 Statements of Qualifications for the design of this project. The City's selection team consisted of Public Works and Engineering staff and one City Council Member.“ She added that this project will go from 700 West to about 1580 West. The highest score among the remaining candidates is Sunrise Engineering, with an average of 93.50 points. The selection committee is recommending Sunrise Engineering for approval.

Kevin Thomas motioned to award the 650 South design to Sunrise Engineering. Seconded by David Hirschi. Motion carried unanimously.

17. Consideration and possible approval of consultant selection for the design of 1400 West - Arthur LeBaron

Mayor Billings read the following summary written by Arthur LeBaron that was provided in packet. “The 1400 West project includes constructing a new portion of 1400 West between 400 South and SR-9. Also included is the design of the south half of 150 South that would complete the connection between 1515 West and Ace Hardware.” She added that Rosenberg Associates received the highest score, with an average of 96.75 points.

Kevin Thomas motioned to award the 1400 West design to Rosenberg Associates. Seconded by David Hirschi. Motion carried unanimously.

18. Consideration and possible approval of consultant selection for the design of the Sand Hollow State Park South Access - Arthur LeBaron

Mayor Billings acknowledged all the groups that contributed to advancing this project. She explained that this item concerns the consultant selection for designing the second access to Sand Hollow State Park off SR-7, including the on- and off-ramps to the west, queuing lanes, and park access. Avenue Consultants received the highest score, with an average of 92.75 points.

David Hirschi motioned to award the Sand Hollow State Park South Access design to Avenue Consultants. Seconded by Joseph Prete. Motion carried unanimously.

19. Mayor, Council, and staff reports

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Mayor Billings stated that the County requested the City form a committee for America's 250th anniversary, which would require a Council resolution. The City must submit a proposal outlining planned celebrations and create a logo using the County's template. Councilman Fawcett suggested incorporating this theme into the Peach Days seed display. Kaden DeMille noted that the template has been provided and can be placed on the next agenda. Mayor Billings also reminded the Council that the "One Kind Act a Day" meeting is scheduled for August 26th and encouraged attendance. She reported that consultants are working on the water impact fee and capital facilities plan for secondary water and proposed a work meeting to discuss rates and impact fees. The Council scheduled the meeting for September 18th at 3:30 p.m. Finally, Mayor Billings asked if the Council was interested in issuing a resolution or proclamation for the "Hey Put It Down" campaign. The Council confirmed their interest and requested that a proclamation be added to the next agenda.

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

A closed meeting was not necessary.

Adjournment: Joseph Prete motioned to adjourn at 10:08 p.m. Seconded by Kevin Thomas. Motion carried unanimously.

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Minutes of the Hurricane City Council meeting held on September 4, 2025, in the Council Chambers at 147 North 870 West, Hurricane, Utah at 3:30 p.m.

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

Also Present: City Manager Kaden DeMille, City Attorney Dayton Hall, Police Chief Kurt Yates, Public Works Director Mike Vercimak, Assistant Public Works Director Weston Walker, Streets Superintendent Hayden Roberts, City Planner Gary Cupp, Assistant Planner Fred Resch III, Power Director Mike Johns, Recreation Director Tiffani Wright, City Engineer Arthur LeBaron, Building Official Larry Palmer, HR Director Sel Lovell, Water Superintendent Ken Richens, and City Recorder Cindy Beteag.

AGENDA

3:30 p.m. Work Meeting

Discussion with Todd Brightwell from Southern Utah Alliance of Economic Development.

Mayor Billings explained she has spoken several times with the Southern Utah Alliance of Economic Development about different options for offering economic development incentives and invited them to present to the Council. Todd Brightwell stated the Alliance has been operating for over 30 years, supporting communities with business expansion and recruitment. They serve in a support role and provide valuable resources. He mentioned the recent meeting with Zions Bank regarding TIF financing and said the goal is to determine how the City can be proactive rather than reactive and establish clear steps moving forward. He emphasized that developers expect clarity and consistent messaging, and that a proactive approach leads to stronger outcomes. Mr. Brightwell also explained overlay zone concepts, including how they determine permitted uses and the criteria needed to establish them, noting this is a tool to help the City frame its opportunities for growth and development. Councilman Fawcett asked if overlays can be applied to commercial as well as industrial areas, and Mr. Brightwell confirmed they can. Councilman Thomas added that uncertainty creates challenges for prospective businesses and that having clear parameters benefits everyone.

Mr. Brightwell explained that they have partnered with Utah Tech to create a GIS map with layers showing developments, land ownership, and other key data. They would like to begin in Hurricane with students helping to define areas, supported by additional County resources. Councilmen Thomas and Fawcett noted they like the map because it highlights available property and existing infrastructure. Mr. Brightwell noted that incentives and TIF financing are only effective with clear priorities and discipline. Mayor Billings asked if funds should be included in the budget to hire someone for this work. Kaden DeMille responded that while he does not believe the City is ready to fund an economic director, using students and other resources would help get the effort started, adding that all taxing entities would need to be involved. Mr. Brightwell recommended hiring a consultant to help form a long-term plan.

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Councilman Fawcett expressed interest in pursuing something specific for the downtown area, suggesting an overlay zone could provide flexibility. Mr. DeMille noted that the downtown master plan is only one part of a larger effort. He reminded the Council that $40,000 had been set aside last year for a citywide economic master plan, which was not completed, and suggested including a leakage study to identify sales leaving the city and opportunities to attract businesses, along with other components to fully support the City's economic goals.

Mr. Brightwell stated that the key question now is, *"Where do we go from here?"* He outlined several next steps, including identifying target industries and company types, setting priorities for overlay zones and the GIS map, interviewing consultants, researching and engaging TIF firms, reviewing the General Plan, assigning responsibilities, and establishing follow-up actions. At the Mayor's request, he also presented ideas for where a diverse economy could develop within the City, suggesting areas such as light and advanced manufacturing, health care, distribution, outdoor recreation, mixed-use and workforce housing, and professional services. He noted that the top concerns he hears regarding economic development are housing, workforce development, and infrastructure, along with the need for accurate data and clear communication. He distributed a handout summarizing the discussion and highlighting key questions that he believes should serve as the framework moving forward, then reviewed each of those questions with the Council.

Mayor Billings asked the Council whether they preferred hiring a consultant, identifying priority areas, or creating a committee to determine areas and parameters to bring back for Council review. Councilmen Hirschi and Ellerman supported starting with a committee to assess the need first. Councilman Thomas agreed with a committee approach but noted that it should move forward efficiently. Mayor Billings then asked for volunteers for the committee; Councilmen Hirschi and Ellerman volunteered. She added that staff should also be involved, and Councilman Thomas suggested including one Planning Commission member. Gary Cupp noted that if funds are used for a consultant, the General Plan should be updated to incorporate economic development. Mayor Billings recommended first identifying priority areas to determine infrastructure needs, then hiring a consultant to develop incentives. Mr. Brightwell emphasized the importance of being prepared. Councilman Fawcett stated that having clear parameters allows the City to decide which projects to pursue and suggested evaluating multiple commercial areas rather than concentrating on a single street. Councilman Prete added that proactive planning is essential, as growth is inevitable. He supported the use of incentives but noted that understanding future development needs will require professional guidance.

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

Ken Richins stated that the Dixie Springs Well is nearing completion. There were some delays in obtaining the motor from Mexico, but they hope to install it on the 8th if it arrives on time. He also noted that the irrigation project remains on schedule.

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Larry Palmer reported that, since the last meeting, the City has issued 14 single-family home permits and four commercial permits, including tenant improvements for Zeppes and Ace's fourth lot.

Chief Yates reported that Peach Days and Labor Day weekend were very busy, including the parade and rodeo, but went smoothly with no major issues aside from some lost children. He noted the upcoming LDS church concert at Diamond Ranch Academy, expecting 1,100–2,500 attendees, with officers assisting with traffic and security. Carpooling and a waiting area at the Dixie Springs stake center will help manage traffic. He announced that Lieutenants Hall and Gray were accepted into the FBI Command College in October, a prestigious week-long leadership training. He also highlighted participation in a countywide operation with the U.S. Marshals to check on nearly 300 sex offenders, resulting in 10 arrests for failure to register, 21 noncompliant cases, and updates to the registry. Finally, he discussed the BE FAST task force, which provides law enforcement resources and coordination for high-priority fugitives and cases. He cited an example where BE FAST helped apprehend a robbery suspect from Las Vegas, emphasizing the task force's critical support for the department.

Sel Lovell mentioned that there are currently five to six job openings, keeping him busy reviewing applications. He also noted that next week is the employee golf tournament.

Tiffani Wright reported that Peach Days was another successful year, and staff are still completing cleanup. The pool heater is scheduled to ship on the 12th, but the pool remains open due to warm weather; it will be installed and used until the scheduled remodel. The new pool project is on track to begin in January. The design for the pickleball courts is nearly complete and will be going out to bid soon. During Peach Days, multiple leaks occurred in the Community Center roof, and staff hopes to replace it this winter. She also noted that *The Prince of Egypt* closes this Saturday.

John Postert reported that an open house for Merlin Spendlove's retirement is scheduled for the 22nd. He also noted that 911 celebrations will take place next week. Fire restrictions have been reduced to Class One, allowing campfires in designated areas. Additionally, Robert Cooper has been appointed as the new battalion chief.

Mike Chandler reported that the Confluence Park Treatment Plant is about 75% complete and expected to begin flowing water in December, with the Conservancy District reuse pump station coming online shortly after. Hurricane hasn't seen significant development but few city-led projects recently, aside from finishing the 200 South project before Peach Days. He provided an update on the Conservancy District's regional reuse program, which involves designing seven pipeline segments connecting the St. George wastewater treatment plant to Hurricane's lagoons and ultimately to diversions for irrigation. This five-year project is entering the design consultant selection phase. He noted that Hurricane's capital facilities plan is being updated, with adoption expected in October, and impact fees will increase due to higher-than-expected construction costs for the Confluence Park plant. Continued growth will also require moving forward with converting the Hurricane lagoons to a mechanical treatment plant, likely by 2026–2027, including advanced filtration to allow reuse of wastewater for irrigation and

other purposes. Councilman Prete mentioned concerns about a sewer odor at Farmstead. Mr. Chandler explained he will have someone look into it, but noted the primary cause is that Main Street Café does not have a grease trap. He explained the odor means deterioration of pipes.

Mike Johns reported that work on the 1100 West line is ongoing. The Sky Mountain substation project has been divided into two phases: the civil work for the control building and wall, followed by construction of the substation itself. He noted that the hospital plans to begin seeing patients within two years and that infrastructure has already been ordered. While generators are still in use, they nearing the end of the season. He also mentioned that power prices have increased slightly. Finally, he invited the Council to Wheeler's annual department BBQ on the 10th.

Mike Vercimak reported that many employees contributed to the success of Peach Days and commended them for their efforts. He also noted that a few preconstruction meetings have been held since the last meeting.

Weston Walker explained that the annual MS4 report must be submitted by October 1st, noting that this is the final goal for the year. He added that the JUC will begin reviewing plans electronically next week. Councilman Ellerman inquired about the continued closure of 1760 West. Mr. Walker explained that significant storm drain improvements are underway, and Mr. Vercimak stated he will confirm the timeline and report back to the Council.

Hayden Roberts stated that the streets department has been busy with Peach Days. He noted that 600 North will be closed between 1400 and 2170 West for drainage repairs and tree trimming, and that detour signs will be in place.

Paige Chapman reported that she is preparing for the auditors, who will be arriving at the end of the month.

Arthur LeBaron reported that the Peach Days parade was a success, with 118 entries—about 20 more than previous years. He noted that some spectators left early, which will be addressed during wrap-up discussions, and requested any feedback or comments on the parade. Councilman Hirschi mentioned that ending the parade at 400 West instead of 300 West worked better. Mr. LeBaron expressed gratitude for the help with lighting, noting that Hurricane High School provided the lights, which require 150 batteries each time. He also provided updates on local projects: the Frog Hollow Dam project is nearly complete, and the draft EIS for Goulds Wash is available. An open house is scheduled for October 22nd at the Community Center, where maps will be provided to show alternatives.

Gary Cupp stated that the planning department continues to receive a steady stream of applications and noted that last week's Planning Commission agenda was small.

Fred Resch III stated that code enforcement letters for vacation rentals were sent out last week and confirmed that there are currently no unlicensed rentals in Dixie Springs.

Dayton Hall requested a closed meeting to discuss the purchase of land and water rights.

6:00 p.m. - **Call to Order** –

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Mayor Billings welcomed everyone and called the meeting to order.

Prayer, thought, and Pledge led by Mayor Billings.

Declaration of any conflicts of interest
None declared.

Minutes of the Special City Council Meeting for July 23, 2025, and regular meeting for August 7, 2025

Kevin Thomas motioned to approve the July 23, 2025, and August 7, 2025, minutes as written. Seconded by David Hirschi. Motion carried unanimously.

Recognition of Merlin Spendlove for his years of service

Mayor Billings recognized Merlin Spendlove for his more than thirty years of service with the Fire District and expressed the Council's appreciation for his dedication. Mr. Spendlove shared that he has served full-time since 1991, totaling 34 years with the district. He noted that during his first year, the department responded to 450 calls, compared to over 6,000 calls last year. Reflecting on the many changes he has witnessed, he expressed his gratitude for the community and said it has been an honor to serve the valley.

Presentation of the Golf Pro Shop Expansion Project

Kaden DeMille explained that the design phase had progressed to a point where it was appropriate to present the plans to the Council. Randen Campbell of Campbell Architect, a local firm, expressed his excitement to be working on the project. He reviewed the proposed site plan, which includes a new ADA-accessible ramp to the lower facility where the golf carts are stored, noting that such access does not currently exist but is needed. He also highlighted a new chipping and putting area, along with an assembly space that could accommodate multiple events. Golf Pro Cameron Hamill added that the outdoor assembly area would be ideal for post-tournament banquets. He explained that the new practice facility would double the current space and significantly enhance the overall experience. Mr. Campbell pointed out a proposed turnaround to improve access to the new floor, and he outlined the layout of the building, describing both the existing areas and the planned additions. These include converting the open tunnel into a vestibule. The proposed building will total 3,500 square feet. He also presented renderings of the exterior architecture. Mr. Hamill described the project as a major upgrade that would meet all their needs. The estimated budget is approximately $2.2 million. Mr. DeMille confirmed this was within expectations and explained that the golf course operates as an enterprise fund. He commended the staff for managing it well and noted that funds have been set aside for years to prepare for this project. While confident the project could be paid for in cash, Mr. DeMille noted the importance of balancing priorities. He mentioned upcoming needs, including replacing water lines and upgrading the maintenance shed, which will follow this project. He also pointed out that parking is limited, preventing further expansion beyond the current proposal. He concluded by noting that the facility is already setting records and

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deserves to continue growing. Mr. Hamill closed by stating that "this view deserves a facility to match it."

Public Forum – Comments From Public

OLD BUSINESS

1. Consideration and possible approval of a Development Agreement with Pops Chips and Salsa

Mayor Billings read the following summary written by Dayton Hall that was provided in the packet. "At the City Council meeting on August 7, 2025, the Council discussed the possibility of permitting commercial kitchens in residential zones as a home-based business. The discussion was triggered by the Altenas' business called Pop's Chips and Salsa. Due to the way businesses are classified by the State, the Altenas' production of salsa required a commercial license, which the City Code does not permit as a home-based business. Instead of a general code amendment to allow all businesses classified as commercial kitchens to operate as a home-based business, it was suggested that a development agreement permitting the use for the Altenas would be more appropriate. Following that discussion, the Council considered the approval of a potential development agreement at the August 21, 2025, Council meeting. However, at the meeting, the applicant requested that additional uses be permitted under the development agreement, including uses specified under the Utah Code that were unfamiliar to City staff. The Council continued the item to allow City staff to review the applicant's requests. City staff have reviewed the matter further and a revised development agreement has been provided in the packet for possible approval. The development agreement would allow any products permitted as a cottage food product, plus chips, salsa, queso, and seasonings. The agreement also specifies that the owner may qualify for exemptions under the Home Consumption and Homemade Food Act (HB 181) regardless of the terms in the agreement. The proposed agreement also requires compliance with all other requirements of home-based businesses, it requires Building Official approval of the kitchen, it does not allow the expansion of the kitchen beyond its current size, and the ability to operate a commercial kitchen shall terminate when the Altenas no longer own the property; provided, however, that the Altenas are permitted to transfer the property to an LLC or a trust."

Harry Altena stated they agreed with everything in the proposed development agreement.

David Hirschi motioned to approve the Development Agreement with Pops Chips and Salsa as presented. Seconded by Joseph Prete. Motion carried unanimously.

2. Consideration and possible approval of Ordinance 2025-12 amending Title 10, Chapter 43 regarding site-built dwelling units in platted RV parks; Land Use Code Amendment No. LUCA25-04; Western CRE-Joby Venuti, Applicant; Rosenberg & Associates, Agent

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Mayor Billings read the following summary written by Gary Cupp that was provided in the packet. "The applicant is requesting a change to the Hurricane City Land Use Code, Title 10, regarding development standards for permanent site-built dwellings (i.e., "stick-built" single-family homes) in platted RV parks such as Canyons RV. Generally, site-built units are not permitted in RV parks, since RV parks are intended for RV camping and limited manufactured home use. Canyons RV Park is unusual because it is a platted RV park subdivision that has been developed mostly with permanent residential units. This is because in 2019, the same applicant petitioned the City to change the code to allow stick-built dwelling units for lots in platted RV park subdivisions that were recorded prior to January 2020. The 2019 code change was adopted with the following language: *"However, a site built dwelling unit up to 900 square feet inclusive of covered porches not exceeding 15' high shall be permitted on a deeded RV lot included in an RV subdivision recorded in the office of the County Recorder before January 2020 that is served by an individual water meter and individual power meter and that does not result in coverage of more than 50% of the lot in structures."* However, the size and height limits have prevented the construction of garages on the site-built homes; therefore, the applicant is requesting that these restrictions be adjusted to facilitate garage construction. The height limit is proposed to be increased to 35 feet, and the 900-square-foot size limit is proposed to apply to the building footprint. These changes would allow the homes to expand to two stories in height and 1,250 to 1,400 square feet in size."

Mayor Billings asked whether the RV lots were larger than others in the city. Joby Venuti confirmed they were, noting the smallest lot measures 35 feet wide by 70 feet deep, which is how the allowable square footage was determined. In response to a question about whether the garage would be included in the square footage, Mr. Venuti explained that all units are currently one story. However, if the footprint remained the same and a second level was added, the garage would then be included. When asked if the lots would be sold individually, Mr. Venuti stated that he sells the lots, and the builders are responsible for selling the homes. He also noted that he had not yet discussed the proposal with the homeowners' board, as he wanted to wait until Council had made a decision. Councilman Thomas stated he had no concerns with the proposed building height and was glad to hear the footprint would not be expanded.

Councilman Ellerman noted that the proposed lots do not meet the size requirements outlined in the ordinance and that the plat would need to be amended. He also stated that the project would no longer qualify as RV pads but instead as a subdivision. Mr. Venuti then read a letter included in the meeting packet. In it, he requested that table 10-43-1 be updated to align with R-1-4 zoning standards, including a minimum 4,000-square-foot lot size, 15-foot separation, and a 30-foot height limitation for two-story structures. The letter also acknowledged that the subdivision is located within a PDO, which could allow for a density bonus. Lot sizes in the 3,500-square-foot range and 20-foot front setbacks have been discussed, but these would require additional conditions such as completion of the common area under a Development Agreement specific to the subdivision. Mr. Venuti explained that while the common area has

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not been completed, he does not currently have control over it because he does not hold declarant rights. He further noted that if the request is approved, it will also need to be presented to the HOA board for approval.

Mr. Venuti requested that the chart in section 10-43-1 be amended to reduce the minimum lot size from 5,700 square feet to 4,000 square feet. He noted that this would need to be addressed through a development agreement. Mayor Billings clarified that a development agreement would be required so that amenities would not be mandated. Mr. Venuti explained that the smaller 35'x70' lots do not meet the size requirements, even with a density bonus, and therefore will remain restricted to 900-square-foot stick-framed homes with a maximum height of 15 feet under the current standards. He also acknowledged that several other issues would need to be worked out directly with the HOA. Dayton Hall advised that the ordinance could not be changed during this meeting because the proposal was not in writing. If the Council is supportive, they can provide direction and bring the matter back for consideration at the next meeting. He further stated that if the Council wishes to adopt R-1-4 standards for a specific set of homes, it should be done through a text amendment rather than simply updating the chart. Councilman Ellerman expressed concern with allowing building heights up to 35 feet and stated he would prefer a 25-foot limit. Mr. Venuti agreed to that adjustment.

Drew Ellerman motioned to continue Ordinance 2025-12 amending Title 10, Chapter 43 regarding site-built dwelling units in platted RV parks to September 29th and directed staff to prepare an ordinance update with the changes discussed. Seconded by Joseph Prete. Motion carried unanimously.

NEW BUSINESS

1. Consideration and possible approval of Resolution 2025-34 appointing members to the Beautification Committee

Mayor Billings read the following summary written by Cindy Beteag that was provided in the packet. "There was a vacant seat on the Beautification Committee. The proposed resolution appoints a person to fill this vacancy and also adds a new seat to the board." Mayor Billings announced that she has asked Hope Foster and Shem Foster, who live in the Dixie Springs area, to serve on the board and noted that they are interested in being part of the committee.

David Hirschi motioned to approve Resolution 2025-34 appointing members to the Beautification Committee. Seconded by Drew Ellerman. Motion carried unanimously.

2. Consideration and possible approval of the composition of an RFQ relating to financing and incentives relating to economic development

Mayor Billings explained that the Council held a work meeting to discuss the item but is not yet ready to make a decision, so the item can be tabled.

David Hirschi motioned to table the composition of an RFQ relating to financing and incentives relating to economic development until after the committee meets. Seconded by Drew Ellerman. Motion carried unanimously.

3. Consideration and possible approval of a proclamation supporting the Hey Put It Down campaign

Mayor Billings read the following summary written by Cindy Beteag that was provided in the packet. “At the last Council meeting, the Council viewed the 'Hey Put It Down' campaign promoting no texting and driving and expressed support for passing a proclamation to show their backing. The proposed proclamation reflects that support.” Dayton Hall read the proposed proclamation.

Kevin Thomas motioned to approve the proclamation supporting the Hey Put It Down campaign. Seconded by David Hirschi. Motion carried unanimously.

4. Consideration and possible approval of Resolution 2025-35 amending the facility rates for gymnasium rentals - Tiffani Wright

Mayor Billings read the following summary written by Tiffani Wright that was provided in the packet. “Updates the fee schedule for gymnasium rentals at the Hurricane City Athletic Campus. City and school district programs remain free, while club/competitive teams, tournaments, and special events will be charged set hourly rates, with possible discounts for resident teams and bulk scheduling.”

Tiffani Wright explained that the proposal reflected direction given at the previous meeting. Under the proposal, there would be no charge for City-run programs or school district events. She reviewed the proposed pricing structure and noted that a discount clause had been added for bulk reservations. Councilman Prete asked about scheduling priorities. Mrs. Wright responded that it is difficult to manage once reservations are made. Councilman Hirschi recalled that the Council had previously discussed limiting teams to two practices per week. Mayor Billings clarified that Councilman Prete’s concern was to give local teams scheduling priority. Councilman Hirschi added that this would require local teams to book first. Mrs. Wright stated they could work with local teams by letting them know when the calendar opens. Councilman Fawcett suggested giving local teams about a week of advance access before opening reservations to outside teams. Mrs. Wright concluded by explaining that reservations are only accepted up to three months in advance.

David Hirschi motioned to approve Resolution 2025-35 amending the facility rates for gymnasium rentals. Seconded by Kevin Thomas. Motion carried with David Hirschi, Kevin Thomas, Clark Fawcett, and Drew Ellerman voting aye. Joseph Prete abstained.

5. Consideration and possible approval of Resolution 2025-36 Supporting America250 Utah

Mayor Billings read the following summary written by Cindy Beteag that was provided in the packet. “This resolution establishes the Hurricane Utah250 Community Committee to commemorate Hurricane City’s role in America’s 250th anniversary. It formalizes the City’s partnership with America250 Utah, authorizes the Mayor to appoint committee members, and affirms the Council’s support for local projects that educate, engage, and unite the community while promoting tourism and economic development.” Mayor Billings added that the City will be hosting America250 events next year in addition to changing the City logo to incorporate the America250 theme.

Clark Fawcett motioned to approve Resolution 2025-36 Supporting America250 Utah. Seconded by Kevin Thomas. Motion carried unanimously.

6. Consideration and possible approval of the Logo Usage Agreement and Memorandum of Understanding for use of the America250 logo

Kaden DeMille explained that the agreement would allow the City to incorporate “America 250” into its logo. While colors could be adjusted without the agreement, as other communities have done, the agreement provides the option to officially add “America 250.” Mayor Billings asked staff to return with different logo ideas for Council approval. Dayton Hall further explained that under the agreement, the State would design the logo and provide some funding. In return, the City agrees not to misuse the logo, to establish a committee, and to promote the initiative through its social media channels.

Drew Ellerman motioned to approve the Logo Usage Agreement and Memorandum of Understanding for the use of the America250 logo. Seconded by Joseph Prete. Motion carried unanimously.

7. Consideration and possible approval of Zone Change Amendment Ordinance No. ZC25-09, a proposed zone change located at approximately 200 N and 300 E from Highway Commercial to Single Family Residential R1-10; parcel numbers H-226-A-2, H-226-B, and H-230-A; the LeBaron Children Family Partnership, applicant; Ed LeBaron, agent.

Mayor Billings read the following summary written by Gary Cupp that was provided in the packet. “The applicant is requesting a zone change from Highway Commercial (HC) to Single Family Residential R1-10 on 2.61 acres located east of State St spanning from 200 N to 300 N, near the base of the Hurricane Cliffs. Based on a review of available records, it appears this property has been zoned Highway Commercial since the late 1990s. The applicant has indicated their intention to initially construct one single-family home, followed by the potential development of additional single-family residences on the site. A public hearing on the

proposed zone change was held at the August 14, 2025, Planning Commission meeting and no public comments or objections to the proposed zone change were received. The Planning Commission discussed the item and felt that even though some commercial land would be lost if the zone change were approved, that it was unlikely to be developed commercially. They also felt that the property is better suited for residential development due to the mostly residential nature of the surrounding blocks. The Planning Commission voted unanimously to recommend approval of the zone change by the City Council subject to staff and JUC comments."

Ed LeBaron stated that he believes this area would be a good fit for the proposed use. He acknowledged that the Council is generally hesitant to give up commercial zoning, but noted that this location is not ideal for commercial development. He added that some issues would need to be addressed with the JUC committee, but he feels they can be resolved. Gary Cupp confirmed that the property is located approximately 200 feet from State Street. Councilman Ellerman noted that this setback makes residential development appropriate for the area.

David Hirschi motioned to approve ZC25-09 a proposed zone change located at approximately 200 N and 300 E from Highway Commercial to Single Family Residential R1-10 based on the findings that it is harmonious with the overall character of the surrounding development, it is compatible with the current General Plan, it will not have an adverse impact on the surrounding area, there are adequate facilities to support it, and because commercial use is not a good fit in that location. Seconded by Kevin Thomas. Motion carried unanimously.

8. Consideration and possible approval of Zone Change Amendment Ordinance No. ZC25-10, a proposed zone change located at 235 N 1580 W from Residential Agriculture RA-1 to Single Family Residential R1-10; parcel H-CWE-6; George Love, Applicant; Tim Scott, Agent.

Mayor Billings read the following summary written by Gary Cupp that was provided in the packet. "The applicant is requesting a zone change from Residential Agriculture RA-1 to Single Family Residential R1-10 on a 0.989-acre property located at 235 N 1580 W. A public hearing on the proposed zone change was held at the August 28, 2025, Planning Commission meeting and several in-person comments objecting to the zone change were received. Also, several written public comments objecting to the proposed zone change were received and are attached to the packet. The comments primarily objected to changing to a zone that would allow smaller lots than one acre. The Planning Commission had no substantial discussion on the item and voted unanimously to recommend approval of the zone change by the City Council subject to staff and JUC comments. Findings: Staff finds that the request adequately satisfies the four approval standards for zone changes: The General Plan Map shows this area as "Single Family." The proposal meets the General Plan consistency standards for Single Family development. The proposal is compatible with the surrounding development of single-family homes. The proposed amendment will not adversely impact the area, since it is similar in scope to the surrounding development in the vicinity. Services and public facilities are adequate to

support any future development. Recommendation: Staff recommends approval subject to staff and JUC comments."

Tim Scott explained that the purpose of the request is to facilitate a lot line adjustment with the lot to the west. This adjustment would reduce the size of the lot, causing it to no longer meet current requirements. Councilman Thomas asked why the request is for R1-10 zoning rather than RA-0.5. Mr. Scott responded that they were trying to match the zoning of adjacent properties. He noted that a block wall currently separates the area where the house is located from the portion of the property intended for sale. Councilman Ellerman observed that a lot line adjustment could be made without a zone change, but it would result in a nonconforming lot. A zone change would only be necessary if future improvements are planned. He acknowledged that the situation is not ideal, but believes it is preferable to changing the zone. Councilman Thomas expressed a preference for RA-0.5 rather than R1-10, and Mr. Scott stated he has no objection to that approach.

Kevin Thomas motioned to approve ZC25-10 a proposed zone change located at 235 N 1580 West from Residential Agriculture RA -1 to Residential Agriculture RA-0.5 based on the findings that it is harmonious with the overall character of the surrounding development, it is compatible with the current General Plan, it will not have an adverse impact on the surrounding area, and there are adequate facilities to support it. Seconded by David Hirschi. Motion carried unanimously.

9. Consideration and possible approval of Zone Change Amendment Ordinance No. ZC25-12, a proposed zone change located at 184 N State Street from Singe Family Residential R1-10 to Multiple Family RM-3; parcel H-178; White Glove Construction - Kevin Hanson, Applicant.

Mayor Billings read the following summary written by Gary Cupp that was provided in the packet. "The applicant is requesting a zone change from Single Family Residential R1-10 to Multiple Family RM-3 on a 1.22-acre property located at 184 N State Street. A public hearing on the proposed zone change was held at the August 28, 2025, Planning Commission meeting and one public comments objecting to the proposed zone change was received. The commenter stated that RM-3 would be too dense. The Planning Commission discussed the item and also said that RM-3 would be too dense and felt that RM-2 would be more appropriate for the site. The vote was unanimous to recommend approval of a zone change to RM-2 to the City Council subject to staff and JUC comments. Findings: Staff finds that the request adequately satisfies the four approval standards for zone changes: The General Plan Map shows this area as "Multifamily." The proposal meets the General Plan consistency standards for multiple family development. The proposal is compatible with surrounding development of townhomes and closely clustered single-family homes. The proposed amendment will not adversely impact the area, since it is similar in scope and zoning to the

surrounding development in the vicinity. Services and public facilities are adequate to support any future development. Recommendation: Staff recommends approval subject to staff and JUC comments. “

Applicants Thersa Riemhofer and Tonya Winona explained that the property has been in their family for ninety years. Ms. Winona noted that their father purchased it from his siblings after their grandfather passed, originally to provide for their handicapped brother, who has since passed. They shared that maintaining the property has become overwhelming and they feel it is time to let it go. They hope to create something beautiful and cohesive with the surrounding development. The builder they have chosen produces high-quality work and plans to name one of the streets in honor of their grandfather. Ms. Riemhofer highlighted that they want the best use of the property, minimizing impact on neighbors and avoiding the constant traffic that commercial development would bring.

Dori Tharp stated that she has lived in the area for thirty-four years and loves the community. She expressed concern about the lack of street lighting, noting that it is unsafe to walk at night. She noted the need for safer spaces for children to play and additional lighting in the neighborhood. Ms. Tharp also highlighted heavy traffic in the area and suggested installing a traffic light on either 100 N or 300 N. She requested that the proposed development be reduced to 6–8 units, noting that lower density would help address limited street parking and be welcomed by the neighborhood.

Renae Thompson stated her family owns property from 100 N to 200 N. She expressed concern that townhomes should never have been allowed in the area, noting the adverse impact on the street, including excessive on-street parking and a trailer that is always parked there. Her biggest worry is there is nowhere for the kids to play unless they come up into the surrounding properties. If this is allowed, then it should be a lower density. She mentioned discussing the project with the applicants and believes a solution could be reached that satisfies everyone. She suggested basements instead of two stories because she has no privacy in her yard anymore. She noted the street is very busy, making it difficult for children to safely reach the park due to the lack of crosswalks. She asked them to table the application until the neighbors can talk it through with the applicants. She added that on a dead-end road there can only be a certain number of homes. This would limit how many homes could be built on 200 N because it is a cul-de-sac too.

Councilman Hirschi agreed with Mrs. Thompson, stating he would prefer the property be divided into two lots rather than developed as multifamily. Councilman Ellerman clarified that RM-2 zoning would allow 12 units, while RM-3 would permit 18 units. Councilman Fawcett noted that creating a single-family lot on this site would be difficult. He expressed a preference for fewer units and additional parking. Fred Resch III explained that required amenities are determined by the number of units, and no amenities would be required under RM-2. Councilman Fawcett stated he would only support the project with a development agreement

that includes a park or additional parking. Councilman Thomas observed that the General Plan designates the area as multi-family and that costs would ultimately fall on homeowners, but noted that neither RM-2 nor RM-3 would provide affordable units. Councilman Fawcett questioned the rationale for allowing higher density if affordability is not achievable.

Kevin Hanson stated that the property owners' interests should be considered. While commercial development could be an option on this busy street, they are aiming for a project that fits with the surrounding properties. He noted that the sisters need a viable plan so they can retire and explained that RM-3 zoning was proposed as a buffer. Mr. Hanson presented a map showing two potential development options. Dayton Hall reminded the Council that the handout represents a conceptual plan and that, if the zone change is approved, any use permitted under that zone could be developed. Mr. Hanson asked whether the development could be restricted to residents 55 and older. Mayor Billings explained that such a restriction could not be applied with a zone change alone; it would require a development agreement. Mr. Hanson added that the proposed options would require two-story buildings and noted that this development would be similar to the adjacent project. Councilman Fawcett expressed concern that these types of developments lack sufficient parking and create related problems.

Councilman Hirschi expressed appreciation for the comments and acknowledged that the Council cannot force the applicants to take a specific approach. However, he noted that many citizens would prefer half-acre lots, placing the Council in a difficult position of representing all residents. He reiterated that the proposed development would not be affordable and expressed concern that while property owners want to maximize their return, the Council must also consider the broader community. He recommended that the applicants return with a different plan, stating he is not willing to approve such a high-density development. Mr. Hanson pointed out that the General Plan designates the area as multifamily, meaning Councilman Hirschi's recommendation would conflict with the plan. Councilman Prete clarified that RM-1 zoning allows six units per acre, and Councilman Ellerman confirmed that private streets are not permitted in R1-4 zones. Mayor Billings added that a public street would be preferable so residents would not have to maintain it, though it would need to meet City standards. Ms. Winona responded that they disagreed with Mrs. Thompson's comments, expressing that they feel singled out. She stated that neighbors have historically blocked their efforts and that they feel pressured to sell the property at a reduced price.

Councilman Hirschi suggested tabling the item to allow further discussion with the neighbors. Mayor Billings explained that if the request is denied, the applicants could not return for a year unless substantial changes are made. Mr. Hanson asked about alternatives to RM-2 or RM-3 zoning. Councilman Ellerman noted a new R1-4 zoning option, which would allow up to 8 units with a city street, providing yard space for each lot. He pointed out that the previously handed-out drawing would not meet hammerhead turnaround requirements and emphasized the importance of adequate parking, citing existing problems with the neighboring units.

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Mr. Hanson confirmed that the Council appears more favorable to an 8-unit development under R1-4 zoning with a public street running through the property. Councilman Prete stated his preference would be to leave the property as is or convert it to commercial; if neither option is feasible, he would support RM-1 zoning.

Joseph Prete motioned to continue ZC25-12 a zone change request located at 184 N State Street from Single Family Residential R1-10 to Multiple Family RM-3 to the next meeting. Seconded by Clark Fawcett. Motion carried unanimously.

10. Consideration and possible approval of a local consent for a single event beer garden for Pecan Valley Clubhouse

Mayor Billings read the following summary written by Cindy Beteag that was provided in the packet. "The applicant is requesting local consent for a beer garden as part of the Trail Hero Appreciation event. A background check has been completed, and there are no concerns from staff or the Police Department regarding issuance of local consent. Pecan Valley currently holds a restaurant liquor license restricted to the bottom floor of the clubhouse; however, the applicant is requesting to serve alcohol on the second level for this event."

Joseph Prete motioned to approve local consent for a single event beer garden for Pecan Valley Clubhouse. Seconded by Kevin Thomas. Motion carried unanimously.

11. Discussion regarding allowing a walking path through the City property for Valley Academy students - Bryan Hall

Mayor Billings read the following summary written by Cindy Beteag that was provided in the packet. "Valley Academy owns property located to the north of the current City Office property and recently purchased and opened a second location directly to the south of the City Office building. The school is requesting permission for students to walk across City property to travel between the two locations. Staff has placed this item on the agenda for Council discussion to receive direction. If the Council is in favor, an agreement will need to be drafted for review."

Bryan Hall clarified that the request is not simply for a path between two locations, but specifically for the running club to have trails. He stressed that it is intended as a running path, not a general walking path, and stated that the school is willing to sign an indemnification agreement if access is granted. He explained that they seek to access City property just west of the building along the chain-link fence. Addressing the concern about dirt sluffing, Mr. Hall indicated he does not expect it to be an issue. He also noted that the mountain bike club would like similar access and that no fences would need to be moved. Kaden DeMille commented that connectivity is important and likely to occur in the future as the City develops the property. He noted that the City has tried for many years to connect 325 North to the north, and with the school's current approval request, this may be a good opportunity. However, he cautioned that

access could not be limited to the running club alone; if opened, all students could use the trails. Mayor Billings agreed that connecting 325 North is needed and noted that the City has met with the school numerous times, but the project has repeatedly been delayed.

Bryan Hall asked them to separate the two issues. The running club needs this. He doesn't think kids will use this as a path. He mentioned when construction is started this wouldn't be allowed anyway so this would probably only be used this year. Councilman Fawcett stated he would like to see pathways through the civic center property. He agrees with Mr. DeMille to an extent that other people will use it too although he doesn't see it as a big issue. He would like to separate the two issues, but the road will eventually be required and Valley Academy should be equally concerned about providing access. He expressed confusion over why the school has not developed the road. Mayor Billings pointed out that the City offered to buy the property and install the road. Bryan Hall explained they don't want to divide their property. Councilman Thomas clarified that the planned road is intended to go around the school property, not through it. Bryan Hall explained he just needs to connect to their property for the trails not all the way to 325 North. Mayor Billings asked the Council for direction. Councilman Thomas stated that any discussion about extending the road should return to the Council before approving the trail access. The Council agreed to hear the school's perspective before making any decisions.

12. Consideration and possible approval of Ordinance 2025-19 Amending section 8-4-2 regarding the Municipal Power Board - Mike Johns

Mike Johns stated they want to change the Power Board meeting from the first Wednesday to the second Wednesday to better align with the Council's agenda. To give adequate time for the Council to review items.

Drew Ellerman motioned to approve Ordinance 2025-19 Amending section 8-4-2 regarding the Municipal Power Board. Seconded by David Hirschi. Motion carried unanimously.

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

David Hirschi motioned to go into a closed meeting at 9:20 p.m. to discuss water and property purchase. Seconded by Joseph Prete. Motion carried unanimously.

14. Mayor, Council, and staff reports

Mayor Billings explained that Mechelle Kelin, owner of MeMe's Cafe in Springdale, reached out regarding her interest in purchasing the building just north of Hurricane Rental Equipment on 520 West to open a tavern. She is considering two options: a beer-only tavern or a full-liquor establishment. The location meets the required distance requirements, and she is flexible, seeking guidance from the Council before submitting an application at the next meeting. She

provided a proposal from the current owner, indicating that the establishment would be indoor only. The Council agreed they are not in favor of allowing a tavern at this location. However, they indicated support if she chooses to operate a restaurant with a liquor license. Mayor Billings also discussed Sand Hollow Offroad, which has been paying significant fees to host events in the State Park. They approached the Water District about creating an RV park on their property to host the event outside the Park. She explained that the plan includes developing an event center with 50 dedicated truck and trailer parking spots, restrooms, and 75–100 vendor spaces with additional parking. Councilman Ellerman requested a concept plan before making a decision, and Mayor Billings stated that she would have the applicant present it in a public forum.

Adjournment: Kevin Thomas motioned to adjourn at 9:50 p.m. Seconded by David Hirschi. Motion carried unanimously.

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HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of Ordinance 2025-12 amending Title 10, Chapter 43 regarding site-built dwelling units in platted RV parks; Land Use Code Amendment No. LUCA25-04.

Discussion:

Updated for 9/29/25 - This item was continued at the Sept 4, 2025, City Council meeting. An alternate proposal was submitted by the applicant and the Council's consideration of the request was continued to allow staff time to review the updated proposal. Staff has now revised the proposed ordinance update to reflect the discussion and direction given at the Sept 4 meeting, which consists of a possible allowance being added to section 10-43-6(D) for a 25-foot height maximum on lots with an area of 4,000 square feet or more. – Gary Cupp

Updated for 9/4/25 – This item was tabled at the August 7, 2025, meeting until the applicant was ready to present it to the Council. The applicant submitted a proposed solution on Wednesday afternoon; however, staff has not yet had the opportunity to review it. – Cindy Beteag

Updated for 8/7/25 - This item was continued at the July 3, 2025 City Council meeting to allow the applicant to meet on site with city staff and a representative of the City Council to discuss possible alternative proposals. That meeting occurred on July 22, 2025. At the conclusion of the meeting, the applicant stated that he intended to provide an updated proposal for staff to review; staff is awaiting the updated materials. – Gary Cupp

Project Description

The applicant is requesting a change to the Hurricane City Land Use Code, Title 10, regarding development standards for permanent site-built dwellings (i.e., "stick-built" single-family homes) in platted RV parks such as Canyons RV. Generally, site-built units are not permitted in RV parks, since RV parks are intended for RV camping and limited manufactured home use. Canyons RV Park is unusual because it is a platted RV park subdivision that has been developed mostly with permanent residential units. This is because in 2019, the same applicant petitioned the City to change the code to allow stick-built dwelling units for lots in platted RV park subdivisions that were recorded prior to January 2020. The 2019 code change was adopted with the following language: *"However, a site built dwelling unit up to 900 square feet inclusive of covered porches not exceeding 15' high shall be permitted on a deeded RV lot included in an RV subdivision recorded in the office of the County Recorder before January 2020 that is served by an individual water meter and individual power meter and that does not result in coverage of more than 50% of the lot in structures."* However, the size and height limits have prevented the construction of garages on the site-built homes; therefore, the applicant is requesting that these restrictions be adjusted to facilitate garage construction. The height

limit is proposed to be increased to 35 feet, and the 900-square-foot size limit is proposed to apply to the building footprint. These changes would allow the homes to expand to two stories in height and 1,250 to 1,400 square feet in size.

Planning Commission Meeting

A public hearing on the item was held at the May 22, 2025, planning commission meeting and no public comments or objections were received. The planning commissioners discussed the item and expressed support for the proposed code change. The commissioners felt that the changes would improve a bad situation that had inadvertently been created with the old park-model dwellings that were approved for the Canyons RV Park several decades ago. They also felt that the code change might help to provide needed affordable housing options. And although this is a general code update, the commission was comfortable with the global nature of the changes, since Canyons RV Park is the only RV park subdivision with separate water meters that was recorded prior to January 2020, and these standards could therefore only be applied to Canyons RV. In other words, there are no other RV parks that would be allowed to construct 1,400-square-foot, two-story, site-built homes. The Planning Commission unanimously recommended approval of the proposed code update for Canyons RV.

Findings:

Recommendation:

To: Hurricane City Council 8-25-2025

From: Western Commercial Real Estate, PLLC

RE: Land Use Code Amendment

To Whom it May Concern:

After meeting with Staff and Councilman Ellerman on site, I would like to change my request to simply update table 10-43-1 to match the R-1-4 Zoning sizes, specifically the 4,000 lot size, 15' separation, and 30' (2-story) height limitation.

In the case of the Canyons RV Resort:

A. The subdivision is in a PDO, so a density bonus may apply. Lot sizes in the 3,500 ft^2 range were discussed, as well as potential 20' front setbacks (due to the limited depth of the lots); but there would also be other requirements, such as completion of the common area, that would need to be part of a Development Agreement specific to that subdivision.

B. The smaller 35'x70' lots do not meet the size requirements (even with a density bonus) so they will stay restricted to the 900 ft^2 stick framed houses with a maximum height of 15' as it is now.

There are many other factors involved with the Canyons RV Resort subdivision that will need to be addressed directly with the HOA. I will re-visit the potential plat amendment, development agreement, etc. if those items can be satisfied. In the meantime, I would simply like to make the request listed in the first paragraph of this letter.

Sincerely,

Joseph (Joby) Venuti, Manager
Western Commercial Real Estate, PLLC

Hurricane City Application

Application Accepted Date: 05/01/2025

Type of Improvement: Land Use Code Amendment Application

Description:

Tenant / Project Name: Canyons RV Resort

Bldg. Address: 100N 2750 W

City: Hurricane City State: UT Zip: 84737

Subdivision: Canyons RV Resort Phase:

Block: Lot #: multiple Parcel ID #: Multiple Tax ID's

Zone: MH/RV

Property Owner: Western Commercial Real Estate, PLLC

Permit Contact: Joby Venuti P:(435) 632-5629

Email: joby@netutah.com

CONTACT INFORMATION

Engineer of Record: Rosenberg & Associates

Email: brandona@racivil.com P: (435) 673-8586

General Contractor: Western CRE

License #: P: (435) 632-5629

City: State: Zip:

Email: joby@netutah.com

APPLICATION DETAILS

of Units: 0

custom text:

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: PLANLUCA25-04

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 compiled 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: Joseph Venuti

Signature of Applicant/Authorized Agent or Owner: Date:

Application Approved By: Date:

Application Issued By: Date:

Receipt #: 230222562-05/01/25

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PLANNING & ZONING
HURRICANE CITY
UTAH
147 N 870 W Hurricane UT
PHONE: 435.635.2811 FAX: 435.635.2184

LAND USE ORDINACE TEXT AMENDMENT CHECKLIST

For office use only: $500.00 Fee

The proposed text amendment would be to what Chapter and section of the current Land Use Code: Section 10-43-6. D. 1.

The purpose this change would accomplish See Attached

1) If the proposed request is to create a new zone applicant shall attach a purpose statement for this new zone as found in Chapter 11 for the existing zones. Purposed uses and standards shall be submitted as found in the appropriate zoning group; Residential, Residential Agricultural, Commercial, Industrial, or Open Space and Public Facility Zones.

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 submission is 14 days prior to the desired meeting. 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: Western Commercial Real Estate, PLLC Date: 05-01-2025

Signature:

Joseph Venuti, Manager

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**05/22/2025 - Planning Commission**
Application Number:	LUCA25-04
Type of Application:	Land Use Code Amendment
Action Type:	Legislative
Applicant:	Joby Venuti
Agent:	Rosenberg & Associates
Request:	Amend Title 10, Chapter 43 regarding site built dwellings in platted RV parks.
Zoning:	Mobile Home/RV Park MH/RV
Recommendation:	Recommend approval to the City Council.
Report Prepared By:	Fred Resch III

Discussion:

The applicant is requesting a change to the Hurricane City Land Use Code regarding permanent site-built dwellings (i.e. "stick-built" single-family homes) in platted RV parks. Generally, site-built units are not permitted in RV parks, since RV parks are intended for RV camping and some manufactured home use. The applicant is the developer within Canyons RV park. Canyons RV park is unusual due to the mostly permanent residential nature of a site that is a platted RV park subdivision. In 2019 the applicant petitioned the City to change the code to allow for stick-built dwelling units for lots in platted RV park subdivisions that were recorded prior to January 2020. This code was adopted with the following language: *"However, a site built dwelling unit up to 900 square feet inclusive of covered porches not exceeding 15' high shall be permitted on a deeded RV lot included in an RV subdivision recorded in the office of the County Recorder before January 2020 that is served by an individual water meter and individual power meter and that does not result in coverage of more than 50% of the lot in structures." (HCC 10-43-6(D)(1))*

Because of the restrictions on building height and size included in the code cited above, the site-built dwellings constructed in Canyons RV park over the past several years have been built without garages. As the developer prepares additional lots, the applicant is requesting the height restriction be removed, so the buildings can be built with a garage and living space on the now-permissible second story. Staff does not have any inherent concerns with the proposal.

Recommendation:

The Planning Commission should consider the proposed ordinance amendment and any public comments received at the public hearing. Staff recommends the Planning Commission make a recommendation of approval to the City Council.

This request is to change the language in Section 10-43-6. D. 1. to read - a site built dwelling unit ***with a footprint*** up to 900 square feet… No other changes are being requested

This request is being made so that the buyers can add garages in the 900 s.f. on the main floor and a second floor for living in the small houses being constructed in the Canyons. The second floor would allow the houses to be approximately 1,250 s.f. to 1,400 s.f.

Sec. 10-43-6. Development standards.

The development of a manufactured home park or subdivision, or recreational vehicle park shall conform to applicable standards and requirements of this section and as set forth in table 10-43-1 of this section unless modified by a planned development approved pursuant to chapter 23 of this title.

A. *General requirements.*

1. *Layout.* Land not contained within individual lots or spaces, roads, or parking shall be set aside and developed as parks, playgrounds, trails, and service areas for the common use and enjoyment of occupants of the development, and the visitors thereto.

2. *Location.*

a. A manufactured home subdivision may be located on any lot as allowed by the zone where the lot is located;

b. A recreational vehicle park should generally be located:

(1) Adjacent to or in close proximity to a major collector or arterial road as shown in the City's transportation master plan;

(2) Near adequate shopping facilities.

3. *Plan preparation.* Plans for a manufactured home park or subdivision or recreational vehicle park shall be prepared by a licensed architect, licensed engineer, and/or licensed land surveyor.

B. *Building standards.* All standards shown in table 10-43-1 of this section must be met.

C. *Site improvements.*

1. *Access to lots and spaces.* Sufficient access shall be provided to each manufactured home or recreational vehicle lot or space to allow maneuvering of homes or vehicles into position.

a. The accessway shall be kept free from trees and other obstructions.

b. Paving under a manufactured home is not required if adequate support is provided as required by applicable building codes. Use of planks, steel mats or other means to support the manufactured home during placement is allowed so long as the same are removed upon completion of placement.

2. *Common area.* Except for a manufactured home subdivision, one or more common areas equal to at least ten percent of the land area of the development shall be set aside for the joint use and enjoyment of occupants. Land covered by vehicular roadways, sidewalks, and off street parking shall not be included in calculating this ten percent common area requirement; provided, however, that in initial phases of development, the minimum area shall be not less than one-half acre or ten percent of the land area under development, whichever is greater.

3. *Connection to City services.* Each manufactured home or recreational vehicle shall be connected to the City water system and the Ash Creek special service district wastewater disposal system, except as otherwise allowed by the regulations for such systems.

4. *Landscaping.* Any area not covered by a manufactured home or recreational vehicle, hard surfacing, or a building shall be landscaped per an approved site plan.

5. *Laundry.* A laundry may be provided for the convenience of residents within a manufactured home park or subdivision or recreational vehicle park, but not for the general public.

6. *Lighting.* Lighting shall be provided to meet safety standards and the lighting guidelines in section 10-33-7 of this title and shall be shown on the site plan.

7. *Parking.* Off street parking requirements for a manufactured home park or subdivision or recreational vehicle park shall be provided on each lot or space as follows:

   a. Manufactured home park or subdivision: two parking spaces per lot or space.

   b. Recreational vehicle park: one parking space per RV space.

   c. Each parking space shall have a minimum width of nine feet and minimum depth of 18 feet.

   d. Before a lot or space may be occupied, all off street parking areas and driveways shall be surfaced with a material acceptable to the City.

8. *Roadway design.* Accessways within a manufactured home park or recreational vehicle park shall conform to construction design standards and specifications adopted by the City unless modified by a planned development approved pursuant to chapter 23 of this title.

9. *Roads within a manufactured home subdivision.* Roads within a manufactured home subdivision shall conform to construction design standards and specifications adopted by the City unless modified by a planned development approved pursuant to chapter 23 of this title.

10. *Skirting.* Each manufactured home shall be skirted.

11. *Storage, waste receptacles, and additions.*

   a. All storage and solid waste receptacles other than individual homeowner trash receptacles shall be contained within an enclosure at least six feet high.

   b. All patios, carports, garages and other additions to a manufactured home shall be compatible in design and construction with the associated home. Such facilities shall be constructed in accordance with applicable building codes and kept in good repair.

12. *Storm drainage facilities.* Storm drainage facilities shall be constructed to protect residents of the development as well as adjacent property owners in accordance with applicable provisions of this Code and the adopted storm drainage plan as reasonably determined by the City Engineer.

D. *Standards specific to recreational vehicle parks.*

1. No manufactured homes or site built dwelling units shall be permitted, except for that of the owner/manager and permanent maintenance personnel. However, a site built dwelling unit up to a footprint of 900 square feet inclusive of covered porches and a maximum height of 15 feet shall be permitted on a deeded RV lot included in an RV subdivision recorded in the office of the county recorder before January 2020, that is served by an individual water meter and individual power meter and that does not result in coverage of more than 50 percent of the lot in structures. For lots recorded before January 2020, a maximum building height of 25 feet may be allowed on such lots if a lot has an area of 4,000 square feet or greater; the area of such lots may be adjusted through a plat amendment to allow a lot/space area of 4,000 square feet.

2. Recreational vehicle parks shall not be designed for use as permanent residences, except for that of the owner/manager and permanent maintenance personnel. All recreational vehicles within a recreational vehicle park shall display current license plates/tags.

3. Reserved.

4. Each park must provide an adequate and easily identifiable office or registration area. The location of the office shall not interfere with the normal flow of traffic into and out of the recreational vehicle park.

5. Each recreational vehicle unit shall be equipped with wheels, which remain on the unit; however, the wheels may be blocked for stability.

6. No permanent room additions shall be attached to recreational vehicles, nor shall any permanent structure be constructed on a recreational vehicle lot except shade structures open on three sides that conform to current NFPA standards for recreational vehicle parks and campgrounds.

7. A minimum of one toilet, one sink, and one hot shower, each designed for complete privacy, for each 40 spaces, or fraction thereof, is required.

8. Conversion of an established residential park to another residential use shall be subject to review and approval based on codes and zones in place at the time of conversion. A zone change will be required.

E. *Table 10-43-1.*

TABLE 10-43-1
DEVELOPMENT STANDARDS MANUFACTURED HOME AND RECREATIONAL VEHICLE PARKS AND SUBDIVISIONS

Development standard	Manufactured home subdivision	Manufactured home park	Recreational vehicle park
General standards:			
Location	See subsection A2 of this section		
Minimum development size	10 acres	10 acres	5 acres
Ownership	Individual lots	Park must remain single parcel	Park must remain single parcel
Plan preparation	Licensed architect, licensed engineer and/or licensed land surveyor required; see subsection A3 of this section		
Required zone	MH/RV; see chapter 13 of this title		
Building standards:			
Maximum height~~, service building~~	35 ft.	35 ft.	35 ft.
Maximum height, accessory building	12 ft.	12 ft.	12 ft.
Lot/space standards:			
Minimum lot/space area	5,700 sq. ft.	4,000 sq. ft.	1,000 sq. ft.
Minimum lot/space width	60 ft.	50 ft.	As allowed under

			the NFPA 1194 standard for RV parks and campgrounds as it currently exists and as it may be amended in the future
Minimum lot/space depth	95 ft.	70 ft.	40 ft.
Setback standards:			
Front yard	15 ft.	15 ft.	5 ft.
Rear yard	10 ft.	10 ft.	5 ft.
Side yard, interior	10 ft.	8 ft.	7 ft.
Side yard, street	20 ft.	15 ft.	7 ft.
Accessory building	5 ft.; if adjacent to exterior boundary or utility easement, then 10 ft.	3 ft.; if adjacent to exterior boundary or utility easement, then 7.5 ft.	5 ft.
Separation between structures	20 ft.	20 ft.	14 ft.
Site improvements:			
Access to lots and spaces	Sufficient area to maneuver homes or vehicles required; see subsection C1 of this section		
Common area	Not required	10% of land area; see subsection C2 of this section	
Connection to City services	Must connect to City water system and Ash Creek special service district wastewater disposal system; see subsection C3 of this section		
Landscaping	Open and unpaved areas must be landscaped; see subsection C4 of this section		
Laundry	Laundry may be provided for residents, but not general public; see subsection C5 of this section		

Roadway and accessway design	See subsections C8 and C9 of this section

(Ord. 2014-10, 11-6-2014; Ord. 2019-04, 5-2-2019; Ord. 2020-05, 2-6-2020; Ord. No. 2023-13, 8-3-2023)

Ordinance No. 2025-12

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING TITLE 10, CHAPTER 43 WITH REGARDS TO DEVELOPMENT STANDARDS FOR SITE BUILT DWELLING UNITS IN PLATTED RV PARK SUBDIVISIONS

WHEREAS, the City Council of Hurricane, Utah desires to amend Title 10, Chapter 43 of the Hurricane City Code governing development standards for site built dwelling units in platted RV park subdivisions; and

WHEREAS, the City Council deems this amendment necessary and desirable for the preservation of the general health, safety, and welfare of the residents of Hurricane; and

WHERAS, the Planning Commission of Hurricane City has recommended approval of the changes;

BE IT HEREBY ORDAINED by the City Council of Hurricane, Utah that Title 10, Chapter 43, Section 10-43-6(D)(1) of the Hurricane City Code is amended to read as follows:

D. *Standards specific to recreational vehicle parks.*

1. No manufactured homes or site built dwelling units shall be permitted, except for that of the owner/manager and permanent maintenance personnel. However, a site built dwelling unit up to a footprint of 900 square feet inclusive of covered porches and a maximum height of 15 feet shall be permitted on a deeded RV lot included in an RV subdivision recorded in the office of the county recorder before January 2020, that is served by an individual water meter and individual power meter and that does not result in coverage of more than 50 percent of the lot in structures. For lots recorded before January 2020, a maximum building height of 25 feet may be allowed on such lots if a lot has an area of 4,000 square feet or greater; the area of such lots may be adjusted through a plat amendment to allow a lot/space area of 4,000 square feet.

BE IT HEREBY FURTHER ORDAINED, by the City Council of Hurricane, Utah that Title 10, Chapter 43, Section 10-43-6(E) of the Hurricane City Code is amended to read as follows:

E. *Table 10-43-1.*

TABLE 10-43-1
DEVELOPMENT STANDARDS MANUFACTURED HOME AND RECREATIONAL VEHICLE PARKS AND SUBDIVISIONS

Development standard	Manufactured home subdivision	Manufactured home park	Recreational vehicle park
General standards:			
Location	See subsection A2 of this section		
Minimum development size	10 acres	10 acres	5 acres
Ownership	Individual lots	Park must remain single parcel	Park must remain single parcel
Plan preparation	Licensed architect, licensed engineer and/or licensed land surveyor required; see subsection A3 of this section		
Required zone	MH/RV; see chapter 13 of this title		
Building standards:			
Maximum height	35 ft.	35 ft.	35 ft.
Maximum height, accessory building	12 ft.	12 ft.	12 ft.
Lot/space standards:			
Minimum lot/space area	5,700 sq. ft.	4,000 sq. ft.	1,000 sq. ft.
Minimum lot/space width	60 ft.	50 ft.	As allowed under the NFPA 1194 standard for RV parks and campgrounds as it currently exists and as it may be amended in the future
Minimum lot/space depth	95 ft.	70 ft.	40 ft.
Setback standards:			
Front yard	15 ft.	15 ft.	5 ft.
Rear yard	10 ft.	10 ft.	5 ft.
Side yard, interior	10 ft.	8 ft.	7 ft.
Side yard, street	20 ft.	15 ft.	7 ft.
Accessory building	5 ft.; if adjacent to exterior boundary or utility easement, then 10 ft.	3 ft.; if adjacent to exterior boundary or utility easement, then 7.5 ft.	5 ft.
Separation between structures	20 ft.	20 ft.	14 ft.

Site improvements:			
Access to lots and spaces	Sufficient area to maneuver homes or vehicles required; see subsection C1 of this section		
Common area	Not required	10% of land area; see subsection C2 of this section	
Connection to City services	Must connect to City water system and Ash Creek special service district wastewater disposal system; see subsection C3 of this section		
Landscaping	Open and unpaved areas must be landscaped; see subsection C4 of this section		
Laundry	Laundry may be provided for residents, but not general public; see subsection C5 of this section		
Roadway and accessway design	See subsections C8 and C9 of this section		

NOW THEREFORE, BE IT ORDAINED BY THE HURRICANE CITY COUNCIL OF HURRICANE CITY, UTAH THAT:

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

2. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Hurricane City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications, and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.

3. This Ordinance shall, after adoption and approval, take effect immediately upon publication or posting as required by law.

PASSED AND APPROVED this 5th day, 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 5th 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, Recorder

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of Zone Change Amendment Ordinance No. ZC25-12, a proposed zone change located at 184 N State Street from Singe Family Residential R1-10 to Multiple Family RM-3; parcel H-178; White Glove Construction.

Discussion:

Update for 9/29/2025 - This item was continued at the September 4, 2025, City Council meeting to allow the applicants to meet with neighbors to discuss possible mutually agreeable alternatives for the subject property. The applicant is requesting a zone change from Single Family Residential R1-10 to Multiple Family RM-3 on a 1.22-acre property located at 184 N State Street. A public hearing on the proposed zone change was held at the August 28, 2025, Planning Commission meeting and one public comments objecting to the proposed zone change was received. The commenter stated that RM-3 would be too dense. The Planning Commission discussed the item and also said that RM-3 would be too dense and felt that RM-2 would be more appropriate for the site. The vote was unanimous to recommend approval of a zone change to RM-2 to the City Council subject to staff and JUC comments. – Gary Cupp

The applicant is requesting a zone change from Single Family Residential R1-10 to Multiple Family RM-3 on a 1.22-acre property located at 184 N State Street. A public hearing on the proposed zone change was held at the August 28, 2025, Planning Commission meeting and one public comments objecting to the proposed zone change was received. The commenter stated that RM-3 would be too dense. The Planning Commission discussed the item and also said that RM-3 would be too dense and felt that RM-2 would be more appropriate for the site. The vote was unanimous to recommend approval of a zone change to RM-2 to the City Council subject to staff and JUC comments.

<u>Property Information</u>
Property Size – approx. 1.22 acres
Current Zoning – R1-10
General Plan – Multifamily
Existing Development – 1 single-family residence
Parcel No. H-178

Findings: Staff finds that the request adequately satisfies the four approval standards for zone changes:

1. The General Plan Map shows this area as "Multifamily." The proposal meets the General Plan consistency standards for multiple family development.
2. The proposal is compatible with surrounding development of townhomes and closely clustered single-family homes.
3. The proposed amendment will not adversely impact the area, since it is similar in scope and zoning to the surrounding development in the vicinity.
4. Services and public facilities are adequate to support any future development.

Recommendation: Staff recommends approval subject to staff and JUC comments. – Gary Cupp

Hurricane City Application

Application Accepted Date: 08/13/2025

Type of Improvement: Zone Change Application

Description: 1.22 ACRE PROPERTY PRESENTLY ZONED R1-10

Tenant / Project Name: STANWORTH ORCHARDS TOWNHOMES

Bldg. Address: 184 NORTH STATE STREET

City: Hurricane City State: UT Zip: 84737

Subdivision: Phase:

Block: Lot #: Parcel ID #: H-178

Zone: RESIDENTIAL - 1 UNIT PER 1O,OOO SQ FT

Property Owner: TONYA WINONA / TERESA RIEMHOFER

Permit Contact: KEVIN R HANSEN P:(435) 229-6745

Email: whiteglovestg@gmail.com

CONTACT INFORMATION

General Contractor: White Glove Construction

License #: 4897250-5501 P: (435) 229-6745

Address: 551 LOS ALAMITOS DR

City: SAINT GEORGE State: Utah Zip: 84790-7429

Email: whiteglovestg@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: PLANZC25-12

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 compiled 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: KEVIN R HANSEN

Signature of Applicant/Authorized Agent or Owner: Date:

Application Approved By: Date:

Application Issued By: Date:

Receipt #: 239986502-08/13/25

DRAFT

Stanworth property rezoning

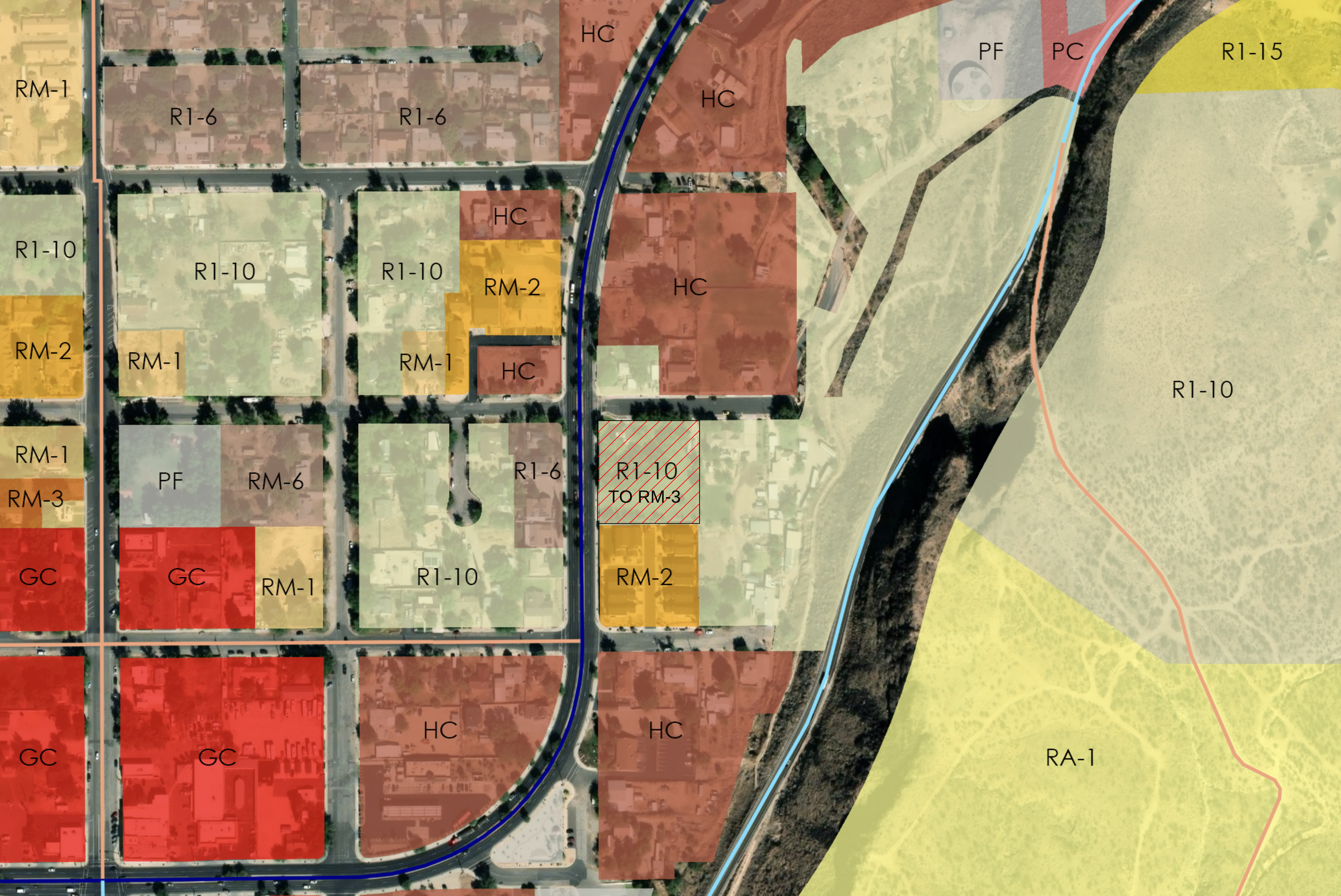
1 message

Kevin Hansen <whiteglovestg@gmail.com>
Wed, Aug 13, 2025 at 11:15 AM
To: Kevin Hansen <whiteglovestg@gmail.com>

We propose the rezoning of the property parcel H - 178 to allow for multi-family dwelling as an R-3 property.

This is consistent with the city's master plan of future development. Is also consistent with the type of development which has been done in that area thus far (I.E. parcel H-SILT 1THRU 11) This is the property adjacent to the South being a multi-family townhome development. We feel this is consistent with the cities goals, objectives, and policies of the city's General plan. We feel it is also harmonious with the surrounding neighborhood without any adverse effect on any adjoining properties. Our plans are to have sound walls and privacy walls created out of block to provide such use without disruption to adjoining Neighbors. Therefore, we ask for your consideration and approval of this request to move from R1 to R3 zoning which allow for proper use of this property which is on one of the busiest highways in the state.
Sincerely,

Tonya Winona,
Teresa Riemhofer
As Joint owners
And
Kevin Ray Hansen - White Glove Construction
Owners Representative.


RM-1
R1-6
R1-6
HC
HC
PF
PC
R1-15
R1-10
R1-10
RM-2
RM-2
RM-1
R1-10
RM-1
HC
HC
RM-1
PF
RM-6
R1-6
R1-10
TO RM-3
RM-3
GC
GC
RM-1
R1-10
RM-2
GC
GC
HC
HC
R1-10
RA-1

ORDINANCE NO ZC25-12

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE FOR PARCEL H-178 FROM SINGLE FAMILY RESIDENTIAL 10 (R1-10) TO MULTIPLE FAMILY RESIDENTIAL 3 (RM-3)

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-178 is rezoned from Single Family Residential 10 (R1-10) to Multiple Family Residential 3 (RM-3).

PASSED AND APPROVED on this 4th day of September 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 4th day of September 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

PLANNING & ZONING
HURRICANE CITY
UTAH

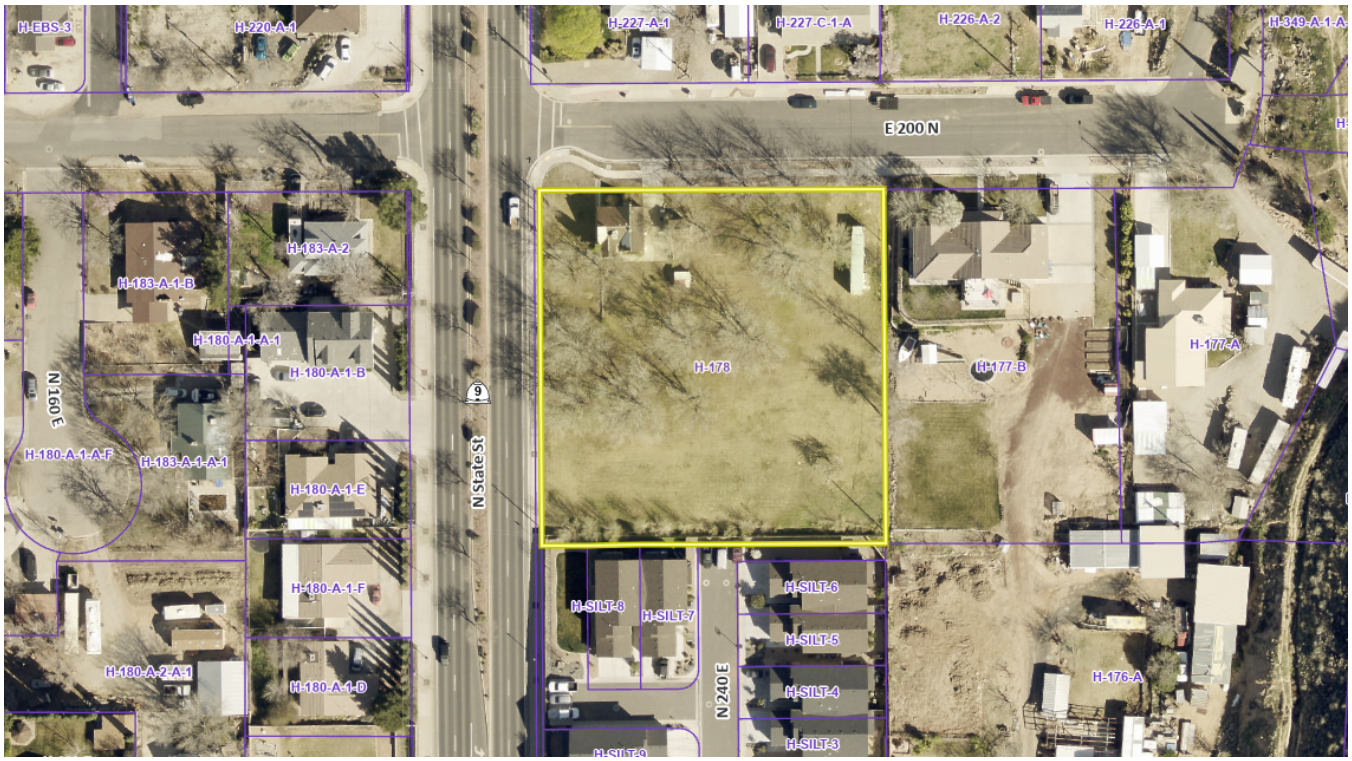
STAFF COMMENTS

Agenda Date:	**08/28/2025 - Planning Commission**
Application Number:	ZC25-12
Type of Application:	Zone Change
Action Type:	Legislative
Applicant:	White Glove Construction
Agent:	Kevin Hansen
Request:	Zone Change from R1-10 to RM-3
Location:	184 N State St.
Zoning:	R1-10
General Plan Map:	Multifamily
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 10 (R1-10) to Multiple Family 3 (RM-3) on a 1.22 acre lot located on the corner of 200 N and State St (SR-9). The property currently has a small home on site. Based on the size of the property, RM-3 zoning would allow for up to 18 units to be constructed.

	Zoning	Adjacent Land Use
North	R1-10, HC	Single family homes
East	R1-10	Single family homes
South	RM-2	Townhome development
West	R1-6	Single Family Homes



Vicinity Map

Zone changes on any parcel of land within the City of Hurricane requires consideration of the following factors pursuant to Title 10 – Hurricane City Land Use Ordinance, Section 10-7-7 (cited below):

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.

Analysis:

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 "Multifamily," which intends for development to be consistent with the following description:

"Residential neighborhoods with a combination of small-lot single family and multifamily residences that include designated shared open spaces. Each development should consider proximity of transportation, schools, shopping, etc. The specific conditions for each project would be addressed during the approval process. Appropriate densities for this land use include RM-1, RM-2, and RM-3."

The proposed zone change to Multiple Family Residential RM-3 is consistent with the General Plan designation for this area. Both the General Plan and the Moderate Income Housing Plan encourage a greater diversity of housing types in select locations, and this property is well suited for higher density development given its proximity to schools and the downtown employment center.

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

Response: The proposed zoning is compatible with the character of existing development in the area. The property located immediately to the south is zoned RM-2 and is developed with townhomes. There are also other multi-family-zoned properties found in the surrounding area, as well as single-family neighborhoods with closely clustered homes in the immediate vicinity. Therefore, the requested RM-3 zoning designation would likely be compatible with the moderately higher-density development pattern of the area.

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

Response: The proposed zoning amendment is not expected to adversely impact adjacent properties, given the comparable scale and varied types of existing development in the area. No adverse traffic impacts would be anticipated either, since the project would likely front on State Street.

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

Response: See JUC comments below. This is located in a developed area where there are no overall concerns about utility availability.

Other Considerations

JUC Comments:
The following comments will need to be addressed:

1. **Public Works:** No comments.
2. **Power:** Must submit an application with all the power requirements. Must bring a primary power line underground from the north side of the road into the project
3. **Sewer:** [No comments received]
4. **Streets:** No comments
5. **Water:** All meters and hydrants to be in public right of way.

6. **Engineering**: No comments. Good.
7. **Fire:** Approved.
8. **Cable:** [No comments received]
9. **Phone:** [No comments received]
10. **Fiber:** No comments.
11. **Gas:** Okay.
12. **WCWCD:** 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.

Findings:

Staff makes the following findings:

1. The proposed amendment is consistent with the City's General Plan's goals, objectives, and policies, and meets the General Plan standards for Multiple Family development.
2. The proposal is compatible with surrounding development of townhomes and closely clustered single family homes.
3. The proposed amendment will not adversely impact the area, since it is similar in scope and zoning to the surrounding development in the vicinity.
4. Services and public facilities are adequate to support the development.

Recommendation: The Planning Commission should review this application based on standards within the Hurricane City Code, and consider any comments received at the public hearing. Staff finds that the request adequately satisfies the four approval standards for zone changes and recommends that the Planning Commission send a recommendation of approval to the City Council subject to staff and JUC comments.

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of Resolution 2025-37 adopting the Zion Scenic Byway Corridor Management Plan.

Discussion: The Zion Regional Collaborative has recently completed an update of the Corridor Management Plan (CMP) for the Zion Scenic Byway. Resolution 2025-37 adopts the CMP and confirms Hurricane City's commitment to participate in its implementation. The updated CMP contains goals and objectives to help manage visitation on SR9. The CMP states, *"Rather than encouraging increased visitation, the plan focuses on managing tourism already present in the corridor and ensuring that byway travel is welcoming, safe, and beneficial to local communities."* In this way, the CMP is intended to help the communities along the byway promote community character and enhance quality of life, and not necessarily attract increased tourism. The CMP is a non-binding and non-regulatory document. By adopting Resolution 2025-37, Hurricane City will be confirming its intent and commitment to implement the CMP. However, there is no binding obligation for the City to take any action based on the CMP. Further, the CMP is written in such a way as to allow each participating jurisdiction or organization to implement the Plan's action steps in a manner consistent with that organization's already existing policies and core values. Thus, adopting the CMP will not obligate Hurricane City to take any definitive action that is not consistent with its existing vision. --Gary Cupp

Findings:

Recommendation: The City Council may choose to adopt Resolution 2025-37.

Zion Scenic Byway
Corridor Management Plan Update

Consultant Team

Wanda Maloney

avenue | CONSULTANTS

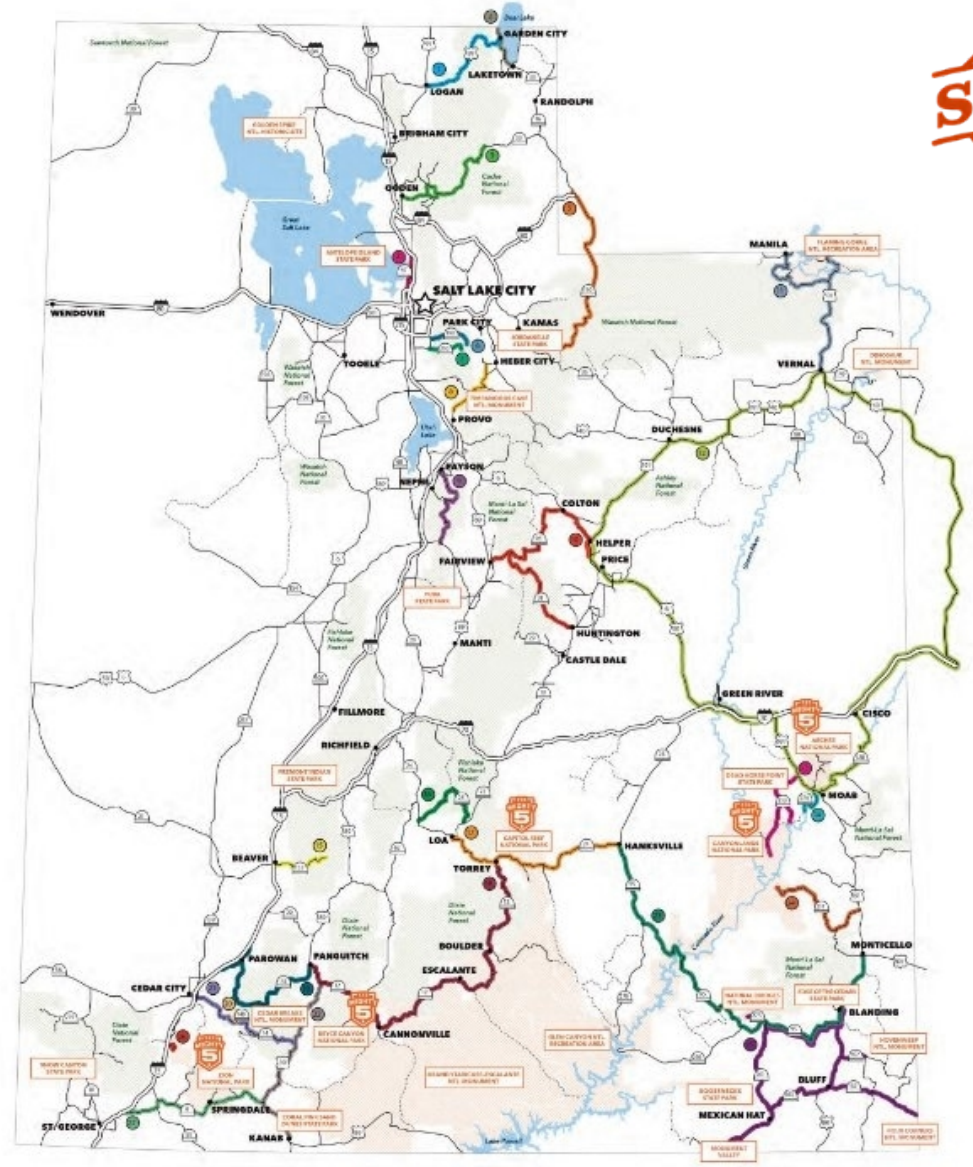
Jerry Amundsen

SCENIC BYWAYS

A scenic byway is a public road having special scenic, historic, recreational, cultural, archeological, and/or natural qualities that has been recognized through legislation or some other official declaration.

“Scenic byway” refers to the road and the corridor through which it passes.

Scenic byways offer unique travel experiences because they tell stories to visitors about people and places and empower local communities to promote, enhance, preserve and protect critical resources.



UTAH SCENIC BYWAYS

The Utah

State Legislature has

designated 27 roads

as state scenic byways

NATIONAL SCENIC BYWAYS AND ALL-AMERICAN ROADS

Communities apply to the US Department of Transportation for a national scenic byway designation.

National designations do not impose any additional restrictions beyond the state designations.

National Scenic Byways possess outstanding qualities that exemplify the regional characteristics of our nation, including at least one of the six "intrinsic qualities," and have a corridor management plan which identifies key resources, threats to those resources, preservation strategies, and marketing plans.

All-American Roads are our country's finest byways, including at least two of the six "intrinsic qualities", have a corridor management plan, and be considered a destination unto itself.

HISTORY OF THE ZION SCENIC BYWAY

1990:
Entirety of State Route 9 designated as a State Scenic Byway by the UT Legislature

2007/2008:
The Zion Canyon Corridor Council (ZC3), a group of local stakeholders, meets to discuss designation of the route as a National Scenic Byway

2011:
ZC3 finalizes the Zion Scenic Byway Corridor Management Plan and receives legislative approval through a Joint Resolution of the UT House and Senate

2015:
ZC3 develops an Interpretive Plan for the Zion Scenic Byway

2019/2020:
US Congress issues a call for new nominations to the NSB Program; the Zion Regional Collaborative (ZRC) submits application for NSB designation of SR-9

2021:
Zion Scenic Byway is designated a National Scenic Byway by the US DOT

PURPOSE OF THE CORRIDOR MANAGEMENT PLAN (CMP)

- Guides the management and enhancement of the Zion Scenic Byway over the next five to ten years.
- Establishes shared goals, priorities, and strategies that support a high-quality visitor experience, preserve the byway's intrinsic qualities, and reflect community values.
- Focuses on managing tourism already present in the corridor and ensuring that byway travel is welcoming, safe, and beneficial to local communities.
- Provides the framework for pursuing All-American Road designation - the highest level of recognition within the America's Byways® program.

"The Corridor Management Plan (CMP) is a non-regulatory document and does not supersede any existing federal, state, or local land use or transportation plans. It does not impose regulations, mandate changes, or affect private property rights in any way."

Chapter 1: Introduction

Traveling the Zion Scenic Byway is an experience defined by contrast and transformation. The journey begins in wide, sunlit valleys where the desert stretches to distant horizons, offering never-ending views beneath a boundless sky. As the road climbs and winds eastward, the landscape gradually narrows — rugged cliffs rise on either side, and canyon walls begin to enclose the traveler in a world of stone and shadow. At the heart of the route, the towering formations of Zion National Park surround the byway, and the scale of the landscape becomes both humbling and awe-inspiring. Emerging from the canyon, the road opens once more to high desert plateaus, revealing the expansive western terrain in all its quiet beauty.

Threading through the corridor, the Virgin River serves as both a lifeline and a storyteller — shaping the land over millennia and sustaining generations of people who have lived, traveled, and built communities along its banks. From Native settlements and pioneer irrigation systems to modern towns and recreation sites, the river is inextricably linked to the region's natural rhythms, cultural identity, and enduring stories.

This dramatic sequence of shifting views, geologic wonder, and cultural depth makes the Zion Scenic Byway one of the most compelling drives in the American West. It is a corridor that not only links landscapes, but also connects communities, traditions, and stories — offering travelers a layered experience that stays with them long after the road ends.

VISION

Based on this research and extensive community input, a shared vision was developed to guide the future of the Zion Scenic Byway. The vision reflects the values and aspirations of corridor communities and the many stakeholders who care deeply about this unique place.

Zion Scenic Byway is more than a road — *it connects iconic landscapes, welcoming communities, and the stories that define this remarkable region. From the desert vistas near I-15 to the sandstone canyons of Zion and the quiet beauty of East Zion, the corridor offers travelers a meaningful way to explore and experience the area's natural and cultural richness.*

Our vision is a byway experience *that is clear, cohesive, and engaging — where travelers can easily navigate, discover new places, and connect with the people and landscapes that make the journey worthwhile. Through coordinated signage, interpretation, and shared stewardship, the byway will lead visitors beyond park boundaries to the diverse experiences this region has to offer.*

We envision communities that thrive *while maintaining their character, landscapes that are protected for future generations, and a byway that strengthens both local economies and regional identity. The Zion Scenic Byway will leave travelers with a deeper appreciation of the area and a lasting desire to return, share, and care for what they've found.*

Biking the Zion Canyon Trail

Chapter 1: Introduction

such as the West Temple, Mount Kinesava, and the Watchman. The scene is one of grandeur and scale - towering monoliths rising from the canyon floor, richly textured and deeply colored by layers of sandstone.

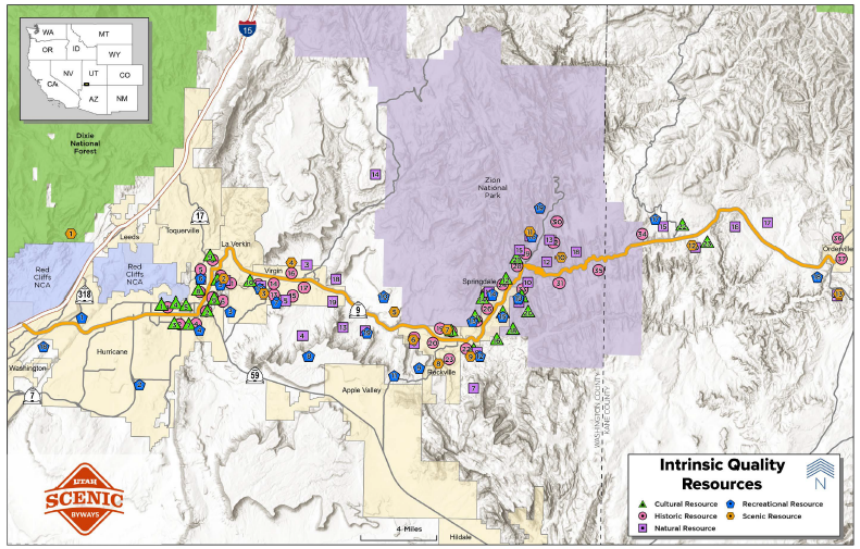
The eastern segment of the byway traverses slickrock country punctuated by unique features like Checkerboard Mesa, where erosion has etched a crosshatched pattern into the pale Navajo Sandstone. In the distance, the Paunsaugunt Plateau and White Cliffs form part of the Grand Staircase, their cream-colored faces rising in contrast to the surrounding red rock, signaling the geologic connection between Zion and other iconic destinations like Bryce Canyon.

Whether viewed from a moving vehicle, a scenic overlook, or a quiet trail, the landscapes along the Zion Scenic Byway are not only visually compelling, they are deeply memorable. This corridor offers more than beautiful views; it offers a continuous, immersive experience in one of the most scenic environments in the world.

A byway pullout between La Verkin and Virgin offers sweeping views of the vibrant, multi-colored Hurricane Mesa to the north (pictured) and Gooseberry Mesa rising to the south.

As the byway heads east from Zion National Park, panoramic views of the Paunsaugunt Plateau and White Cliffs unfold.

Westward views approaching Zion National Park reveal pinyon-juniper forests - a distinct contrast to the red and orange sandstone landscapes found along much of the byway.



Map 9: Intrinsic Quality Resources

Chapter 2: Intrinsic Qualities

Chapter 3: Visitor Experience

The Zion Scenic Byway visitor experience is shaped by a wide range of factors. Every interaction a traveler has with the byway, its communities, and its resources contributes to how the experience is remembered and shared.

This chapter brings together several interconnected elements that define and support the byway visitor experience. It begins with an overview of the byway journey in three key stages and includes findings from the Visitor Experience Assessment conducted as part of this Corridor Management Plan update. The assessment helped identify enhancements that can support a seamless, informed, and meaningful experience for byway travelers.

Building on those insights, the chapter highlights practical enhancements such as pullouts with map panels, comprehensive wayfinding signage, and local hospitality training - all designed to help communities manage tourism while enriching the traveler's connection to the place. It also underscores the importance of interpretation, drawing from the 2015 Zion Scenic Byway Interpretive Plan and showcasing existing resources that tell the stories of the corridor's scenic, natural, cultural, and historic assets.

Together, these strategies and tools support a visitor experience that is welcoming, intuitive, and memorable, ensuring the Zion Scenic Byway continues to inspire both exploration and stewardship.

THE BYWAY VISITOR EXPERIENCE

The visitor experience of a byway involves both tangible elements like scenic views and historic buildings, and intangible elements like authenticity and hospitality all working together to meet travelers' needs and expectations. A good scenic byway accommodates these needs and interests to create a rewarding experience that travelers want to repeat and share.

Byway visitor survey data shows that word-of-mouth is the most effective form of marketing for scenic byways. It is not only how most travelers learn about byways, but also the most trusted source of trip-planning information. This underscores the importance of every visitor interaction with the byway - whether in person, online, or through community touchpoints - as each experience shapes future recommendations and traveler perceptions.

Credit: Kyle Gubler

The byway visitor experience occurs in three stages:

Stage 1: Trip Planning

Stage 1 begins as soon as a traveler decides to visit a byway and ends when they arrive somewhere along the route. Their decision to visit might be influenced by word of mouth, the byway website, a brochure, or an advertisement. A complete visitor experience is achieved when a traveler has the information necessary to plan what and where they want to travel before they arrive on the byway.

Stage 2: Traveling & Experiencing

Stage 2 of the visitor experience begins when a traveler arrives on the byway. While driving, visitors must be able to navigate the route safely and have consistent reassurance that they remain on the route. Getting lost creates strong negative emotions that can become the lasting memories of a trip. Navigation on most byways is provided by road signs, but could also be assisted by phone apps, maps (printed or mobile), or a comprehensive wayshowing system. It should be noted, however, that survey data reveals at least one-third of byway travelers do not plan to drive the route in advance and arrive on the byway without printed or downloaded apps or materials. For these travelers, directional signage is essential.

Meeting travelers' basic visitor service needs is also required for a rewarding experience, which means providing adequate information about where to find fuel, food, restrooms, and lodging.

Stage 3: Remembering and Sharing

Stage 3 begins when the traveler leaves the byway. Visitors will leave with memories of their experiences, and often photographs, mementos, and souvenirs. What visitors remember and for how long is linked to many factors including the tendency for visitors to talk about their experiences among those in their travel party, and later with friends, family, and co-workers. Current research indicates that 90% of Americans consider word-of-mouth recommendations from friends and family the most worthwhile form of promotion.

Corridor Solutions

Chapter 3: Visitor Experience

TOURISM MANAGEMENT AND VISITOR-FOCUSED CORRIDOR ENHANCEMENTS

In addition to the Visitor Experience Assessment recommendations, byway stakeholders explored a range of strategies during the CMP development. These strategies aim to help communities along the Zion Scenic Byway manage growing tourism, reduce pressure in high-use areas, and create a more seamless, cohesive visitor experience throughout the corridor. Enhancements that support visitor orientation, navigation, and engagement were identified to improve the overall quality of the byway experience while advancing sustainable tourism goals.

The following strategies were highlighted as practical, achievable actions that can be implemented over time by local communities and partners. Each supports a more informed, confident traveler and helps ensure that travelers and economic benefits are more evenly distributed along the route, while reinforcing the byway's unique identity and values.

Pullouts and Map Panels

Well-designed roadside pullouts enhance the byway experience by providing safe areas for travelers to stop, enjoy the scenery, and access valuable information. Adding or improving pullouts along the Zion Scenic Byway, especially with interpretive elements and map panels, can help visitors orient themselves to the 57-mile route, discover attractions in byway communities, and feel more confident exploring the corridor.

Map panels located at pullouts or other high-visibility areas can:

- Reinforce that travelers are on a scenic byway
- Help visitors locate services and attractions
- Encourage exploration beyond Zion National Park
- Provide QR codes linking to additional resources

These enhancements support both safety and storytelling, while expanding visitors' awareness of the byway's full range of experiences. As demonstrated by other byways, sponsored map panels can also help offset installation and maintenance costs.

"The Lakes" pullout on the Katahdin Woods & Waters Scenic Byway highlights the route near Baxter State Park's entrance, encouraging park visitors to explore the 89-mile byway and its gateway communities—a model that could similarly help Zion National Park travelers discover the Zion Scenic Byway.

Accurate, easy-to-find maps help travelers navigate byways confidently, even without cell service, and ensure they don't miss key experiences in byway communities.

Potential visitor sites were identified in the 2015 Interpretive Plan, and a paved pullout on the East Zion segment of the route (approximately two miles west of the US-89 junction) would also make an ideal location for a map panel.

Wayfinding Signage

Effective wayfinding signage helps travelers navigate the byway confidently, safely, and enjoyably. By clearly identifying the Zion Scenic Byway route and its key features, including scenic pullouts, recreational sites, and visitor services, wayfinding signage plays a vital role in supporting a seamless travel experience.

Comprehensive signage along the corridor can:

- Confirm to travelers that they remain on the byway
- Reduce navigation errors and missed turns
- Highlight attractions and services along the route
- Reinforce the byway's identity through consistent branding
- Improve safety through clear, timely directional cues

Wayfinding systems may include byway logo route markers, directional signs to attractions, and signage at pullouts or interpretive stops. The use of Tourist-Oriented Directional Signs (TODS) may also be explored to guide visitors to local businesses and amenities, modeled after programs in other states. Together, these elements help ensure that visitors can both find and fully appreciate all the Zion Scenic Byway has to offer.

The Outer Banks National Scenic Byway in North Carolina incorporates its logo into comprehensive wayfinding signage, making traveler information easy to recognize and follow along the route.

Highlight: Encourages development of a seamless visitor experience through visitor-focused enhancements.

TARGET TRAVELER PROFILES

With nearly 5 million visitors to Zion National Park each year, it is highly likely that many of these "National Parks Travelers" also identify with one or more of the specific traveler segments profiled below. These travelers often extend their trips beyond park boundaries in search of stargazing opportunities, birding hotspots, scenic drives, RV-friendly stops, cultural experiences, and outdoor adventures. By understanding and targeting these overlapping interests, Zion Scenic Byway gateway communities and businesses can develop events, interpretive content, and visitor services that speak directly to their preferences, encouraging longer stays, increased visitor spending, and deeper engagement with the region.

Stargazers / Dark Sky Enthusiasts

Overview: These travelers are drawn to the wonders of Utah's night skies. With Utah boasting the highest concentration of certified International Dark Sky Places in the world (29), this group represents a booming tourism segment expected to contribute $5.8 billion to the Colorado Plateau economy from 2019–2029.

Key Characteristics:

- 62% of Utah park visitors participate in night sky recreation.
- Take significantly longer overnight trips relative to other outdoor recreationists.
- High interest in scenic driving, developed camping, wildlife watching, and visiting cultural/historic sites.
- More active than non-night-sky travelers, engaging in a wider range of activities.
- 80% desire more information about night sky viewing before their visit.

Birders

Overview: Birding is among the fastest-growing outdoor hobbies in the U.S., attracting a passionate and affluent demographic. Zion National Park is home to 291 species and designated an "Important Bird Area" by Bird Life International.

Key Characteristics:

- 43 million traveling birders in the U.S.
- Average age: 49
- Above-average income and education
- Birders spend an estimated $14.5 billion on trips

Cultural & Heritage Travelers

Overview: These travelers are motivated to travel to experience local culture, cuisine, history, and heritage and are willing to spend more.

Key Characteristics:

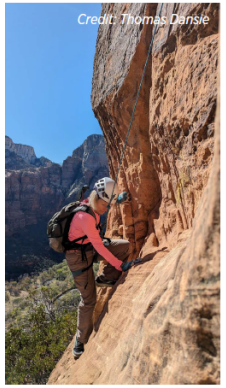
- Travel more frequently than non-cultural travelers.
- Spend more and stay longer (average 6 nights).
- Seek immersive, story-rich experiences tied to place.

Outdoor Recreationists

Overview: Outdoor recreation is a key driver of visitation to Utah, especially in the southern region.

Key Characteristics:

- 27% of Utah visitors in 2023 reported outdoor recreation as their primary trip purpose.
- Most common activities: hiking, backpacking, canyoneering, visiting national and state parks, and camping.
- In Southern Utah, 35% say outdoor recreation is their primary trip purpose.


Credit: Thomas Dansie

RV Travelers

Overview: RV travelers seek flexible, nature-based experiences with a mix of adventure and convenience.

Key Characteristics:

- Seek unique camping experiences such as witnessing natural events.
- 50% prefer locations with full-service amenities.
- Generationally diverse: evenly split among Boomers, Gen X, and Millennials.
- Preferred activities include fishing, hiking, taking scenic drives, bird watching, and star gazing.

Glampers

Overview: Glampers enjoy comfort while still connecting with nature. Many blend leisure with remote work.

Key Characteristics:

- 36% always or sometimes work during trips (vs. 28% of traditional campers), which adds six more days of camping/glamping annually.
- More so than campers, glampers desire cultural experiences in their travel.
- Tend to be more physically active than campers and are enthusiastic about local food experiences.
- Value both connectivity and natural settings.

Scenic Driving Enthusiasts

Overview: These are avid travelers who see the journey itself as the destination.

Key Characteristics:

- Over 50% spend 3–5 nights per trip.
- Over 50% take at least 3 overnight trips per year.
- Hotels are the preferred lodging option.
- Favorite activities: scenic driving, exploring small towns, cultural attractions, and dining in restaurants.
- Outdoor recreation preferences: hiking, camping, and wildlife viewing.

Credit: Wanda Maloney

Highlight: Focuses on managing existing tourism and making community-based decisions about promotion.

Chapter 4: Existing Roadway Conditions

FUNCTIONAL CLASSIFICATION AND ROADWAY CONFIGURATION

The Zion Scenic Byway is Utah State Route 9 (SR-9), a highway of regional and system priority and is classified as an Other Principal Arterial by the Utah Department of Transportation (UDOT). The roadway configuration varies significantly along its length, transitioning from a multi-lane urban arterial to a two-lane highway. This section describes the functional classification, lane configuration, and associated features along SR-9, providing context for subsequent analysis of traffic volumes, roadway safety, and corridor management needs.

From its connection with I-15 until the Hurricane city center, SR-9 has two through lanes in each direction and a center turn lane. Within the Hurricane city center, there is a landscaped median separating the two travel directions. SR-9 transitions back to having a center turn lane through La Verkin and the state route makes a right turn onto La Verkin 500 North/SR-9. As the route leaves La Verkin, it transitions to having one lane in each direction without a median. This two-way undivided highway configuration continues through the Virgin, Grafton, Rockville, and Springdale communities, with passing lanes located just east of Virgin city boundaries and another passing lane located within the west portion of Rockville. The two-way undivided highway configuration continues through Zion National Park, and then to the eastern terminus of the route at US-89, Mt. Carmel Junction.

As shown in Table 1, the annual average daily traffic (AADT) is highest from the start of the route at I-15 through the city of Hurricane. The traffic drops a bit as SR-9 continues to La Verkin and then drops more dramatically at the turn onto La Verkin 500 North/SR-9 and continues at an even lower level as the road transitions to a more rural environment and picking up upon entering Springdale.

Table 1. SR-9 AADT

Route	Starting Milepoint	Ending Milepoint	Description	AADT		
				2021	2022	2023
0009PM	0	0.512	I 15 via State St - Coral Canyon Blvd	29653	30157	30368
0009PM	0.512	1.109	Coral Canyon Blvd via State St - Telegraph St	29653	30157	30368
0009PM	1.109	2.77	Telegraph St (Old SR 91) via State St - 5300 W *ATR 402*	31512	32048	32272
0009PM	2.77	9.782	SR 318 (5300 W) via State St. - SR 59 (Main St)	41335	42037	42331
0009PM	9.782	10.889	SR 59 (Main St) via State St - 860 N Enchanted Way Hurricane	33946	34523	34765
0009PM	10.889	11.384	860 N (Enchanted Way) via State St - 300 S La Verkin	18434	18747	18878
0009PM	11.384	12.464	300 South via State St - 500 N La Verkin	18355	18667	18798
0009PM	12.464	12.648	SR 17 State St via 500 N - 100 E La Verkin	8486	8630	8690
0009PM	12.648	18.59	100 East La Verkin - Mill St Virgin	6992	7111	7161
0009PM	18.59	27.868	Mill Street Virgin - Center St Rockville	2346	2381	2443
0009PM	27.868	30.101	Center St Rockville via Main St - Kinesava Dr Springdale	2822	2864	2938
0009PM	30.101	32.686	Kinesava Dr Springdale via Zion Park Blvd - West Entrance	7635	7100	7356
3224PM*	0	11.407	West Entrance Zion Natl Park via Zion Park Blvd - East Entrance	5,012	4,661	4829
3224PM*	11.407	12.112	East Entrance Zion Natl Park via Zion Park Blvd - SR 9	1,064	989	1,025
0009PM	44.798	57.112	East Entrance Zion Nat'l Park Via SR 9 - SR 89 Mt Carmel Jct	479	486	499

***Note:** Within Zion National Park boundaries, SR-9 is a federal road and known by the route number 3224. Source—Utah Department of Transportation*

CRASH HISTORY

Over the six-year period of 2019-2024, there have been a total of 1,195 crashes, nine of which were fatal. As can be seen in **Figure 3**, two-thirds of crashes resulted in no injury.

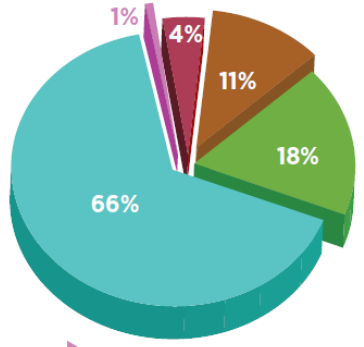


Figure 3. Crash Severity Distribution
***Note:** Crash data for 2024 is provisional. Finalized figures may vary slightly as additional records are processed and verified.*

The length of SR-9 was divided into 6 segments, labeled A through F on the map, based on number of lanes and median type. The most common crash characteristics vary by segment.

Segment A experienced a higher-than-average percentage of older drivers involved in crashes than is typical in Utah. This is likely due to the high percentage of retirees in the Hurricane (and St. George area in general) population. Segment A also experienced a larger percentage of rear-end crashes than is typical in Utah.

Segment B experienced a higher-than-average percentage of teenage drivers and older drivers in crashes. It also experienced a larger percentage of angle crashes than is typical in Utah.

Segment C experienced a higher-than-average percentage of teenage drivers involved in crashes. It also experienced a larger percentage of angle and head-on crashes than is typical in Utah.

Segment D experienced a larger percentage of rear-end crashes than is typical in Utah.

Segment E experienced only 10 crashes over the six-year period and thus cannot be compared to Utah averages. But the most common type of crash involved a single vehicle.

Segment F experienced a higher-than-average percentage of animal-related crashes. It also experienced a larger percentage of single vehicle crashes than is typical in Utah, likely due to the higher percentage of animal-related crashes (58% of which occurred during daylight hours).

Chapter 4: Existing Roadway Conditions

Chapter 5: Stewardship

CORRIDOR MANAGEMENT PLAN IMPLEMENTATION

The key to the successful implementation of a corridor management plan is a strong and diverse collaboration of organizations committed to accomplishing the plan's goals. For the Zion Scenic Byway, many of the recommended projects and strategies, such as marketing, interpretation, and resource protection, are closely aligned with the existing missions and priorities of agencies and organizations already active in the corridor. This alignment not only supports efficient implementation but also reinforces ongoing efforts, making the CMP a natural extension of the work already underway.

About the Zion Regional Collaborative

The Zion Regional Collaborative (ZRC) was established to support long-term planning in the Zion Region while protecting and enhancing its many assets, including community character, economic vitality, visitor experience, environmental health, recreational access, and the region's historical, cultural, and archaeological resources. The ZRC brings together a broad coalition of stakeholders to collaboratively address regional challenges and opportunities. Participating entities include Zion National Park, the Bureau of Land Management, the Towns of Virgin, Rockville, and Springdale, the Cities of Hurricane and La Verkin, Iron, Kane, and Washington Counties, Trust Lands Administration, the Utah Office of Tourism, the Utah Division of Outdoor Recreation, the Zion National Park Forever Project, and others.

The ZRC's Scenic Byway Committee will lead the implementation of the updated corridor management plan. This committee will coordinate efforts among local, state, and federal partners to carry out projects and strategies that reflect the plan's goals. Because many CMP priorities, such as scenic resource protection, visitor experience, and responsible tourism, are already aligned with the missions of participating agencies and organizations, the committee is well-positioned to foster collaboration, build on existing initiatives, and advance the shared vision for the Zion Scenic Byway.

Members of the Zion Regional Collaborative's Scenic Byway Committee helped plan and participated in public meetings for the Corridor Management Plan update.

Agencies, organizations, and entities represented on the ZRC Scenic Byway Committee include:

- Five County Association of Governments
- Hurricane City
- Kane County
- La Verkin City
- Town of Rockville
- Town of Springdale
- Town of Virgin
- Utah Department of Transportation
- Washington County
- Zion Forever Project
- Zion National Park

To support effective coordination and sustained progress, the committee will adopt several procedural updates specific to the implementation of this CMP:

The committee will meet on a quarterly basis and establish a working structure aligned with the CMP's five core areas: Intrinsic Qualities/Resource Protection, Visitor Experience, Interpretation, Marketing, and Stewardship. This structure will allow for focused discussions, clear accountability, and meaningful partner engagement across the range of recommended strategies and actions.

The committee will develop an annual work plan that assigns lead and supporting responsibilities for specific actions in the CMP. This work plan will serve as a roadmap for near-term implementation, ensuring that projects are prioritized, resources are leveraged, and progress is tracked. Each year, the committee will review accomplishments, identify emerging needs, and compile an annual report that documents progress and outlines goals for the coming year.

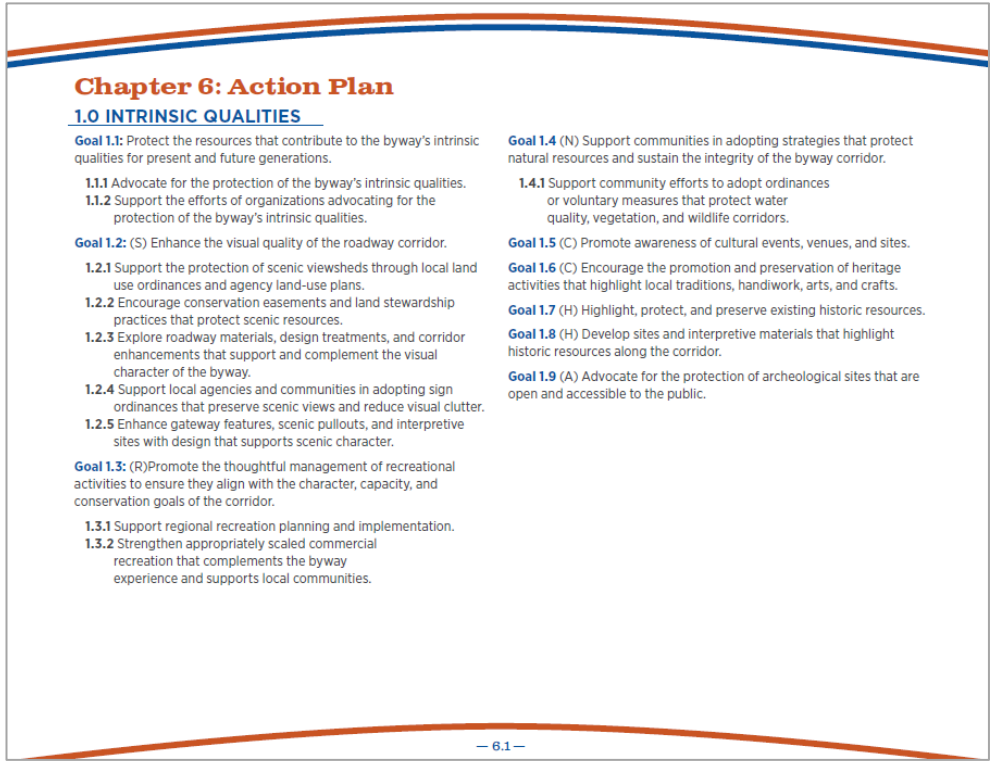
In addition to those outlined in the Action Plan in Chapter 6, the Scenic Byway Committee will also be responsible for developing more detailed objectives and additional strategies that respond to new opportunities, changing conditions, and stakeholder input. This ongoing planning will ensure that the Action Plan remains responsive, collaborative, and effective in achieving the CMP's long-term vision.

Implementation Priorities

The following priorities will guide implementation of the Zion Scenic Byway Corridor Management Plan Update. While not ranked in order of importance, they reflect key areas of focus for coordinated action:

1. **Foster a cohesive, corridor-wide visitor experience** that connects communities and sites along the byway.
2. **Provide accurate, centralized, and comprehensive trip-planning information** to help visitors navigate the corridor with ease and make informed choices that align with their preferences.
3. **Safeguard the corridor's intrinsic qualities** through thoughtful management and preservation strategies.
4. **Support the economic vitality of byway communities** by advancing initiatives that align tourism management with local goals.
5. **Maintain an up-to-date list of shovel-ready projects** to ensure the corridor is prepared to respond quickly to funding opportunities, partnerships, and other time-sensitive investments.

Chapter 5: Stewardship



Chapter 6: Action Plan

1.0 INTRINSIC QUALITIES

Goal 1.1: Protect the resources that contribute to the byway's intrinsic qualities for present and future generations.

- **1.1.1** Advocate for the protection of the byway's intrinsic qualities.
- **1.1.2** Support the efforts of organizations advocating for the protection of the byway's intrinsic qualities.

Goal 1.2: (S) Enhance the visual quality of the roadway corridor.

- **1.2.1** Support the protection of scenic viewsheds through local land use ordinances and agency land-use plans.
- **1.2.2** Encourage conservation easements and land stewardship practices that protect scenic resources.
- **1.2.3** Explore roadway materials, design treatments, and corridor enhancements that support and complement the visual character of the byway.
- **1.2.4** Support local agencies and communities in adopting sign ordinances that preserve scenic views and reduce visual clutter.
- **1.2.5** Enhance gateway features, scenic pullouts, and interpretive sites with design that supports scenic character.

Goal 1.3: (R)Promote the thoughtful management of recreational activities to ensure they align with the character, capacity, and conservation goals of the corridor.

- **1.3.1** Support regional recreation planning and implementation.
- **1.3.2** Strengthen appropriately scaled commercial recreation that complements the byway experience and supports local communities.

Goal 1.4 (N) Support communities in adopting strategies that protect natural resources and sustain the integrity of the byway corridor.

- **1.4.1** Support community efforts to adopt ordinances or voluntary measures that protect water quality, vegetation, and wildlife corridors.

Goal 1.5 (C) Promote awareness of cultural events, venues, and sites.

Goal 1.6 (C) Encourage the promotion and preservation of heritage activities that highlight local traditions, handiwork, arts, and crafts.

Goal 1.7 (H) Highlight, protect, and preserve existing historic resources.

Goal 1.8 (H) Develop sites and interpretive materials that highlight historic resources along the corridor.

Goal 1.9 (A) Advocate for the protection of archeological sites that are open and accessible to the public.

4.0 MARKETING

Goal 4.1: Balance protection and conservation of intrinsic qualities with tourism management and economic opportunity, in collaboration with community stakeholders and visitors.

- **4.1.1** Develop a hospitality training program for front-line employees to provide visitor information and increase appreciation of the byway's intrinsic qualities.
- **4.1.2** Lead or support programs that encourage responsible travel like Leave No Trace.
- **4.1.3** Support development and implementation of Sustainable Destination Stewardship Plans.
- **4.1.4** Promote off-season travel and encourage visitation to lesser-known sites and communities with capacity, to reduce congestion and spread economic benefits.
- **4.1.5** Collaborate with stakeholders and partners to identify resources with available capacity.
- **4.1.6** Collaborate with stakeholders and partners to expand the capacity of key resources and sites where appropriate.
- **4.1.7** Develop a coordinated marketing approach with partner organizations to align messaging, leverage shared resources, and increase the overall reach and impact of promotional efforts.

Goal 4.2: Develop a recognizable and trusted byway brand that delivers reliable, comprehensive information with consistent content and design.

- **4.2.1** Revise the official byway logo and develop promotional branding.
- **4.2.2** Create a comprehensive brand guide that includes logo usage, color palette, typography, messaging tone, photography style, and sample layouts to ensure consistency across all materials.
- **4.2.3** Develop a byway tagline or messaging theme that captures the essence of the Zion Scenic Byway experience and resonates with target traveler segments.
- **4.2.4** Apply the updated brand identity across digital platforms, including the official byway webpage, social media, downloadable guides, and partner websites.
- **4.2.5** Design branded templates for use by local businesses, tourism offices, and community organizations (e.g., social media posts, brochures, event flyers).
- **4.2.6** Install branded gateway and wayfinding signage along the byway to reinforce identity and improve traveler confidence and navigation.
- **4.2.7** Integrate the brand into interpretive materials and visitor experiences to foster a cohesive story that connects people to place.

Goal 4.3: Understand Zion Scenic Byway traveler interests, preferences, motivations, and behaviors to inform targeted marketing strategies, enhance visitor experiences, and support community-based tourism development.

- **4.3.1** Conduct visitor surveys, interviews, or intercept studies along the byway.
- **4.3.2** Analyze social media engagement, travel reviews, and digital traffic data.
- **4.3.3** Collaborate with tourism offices, parks, and local businesses to share insights and align efforts.
- **4.3.4** Use traveler data to refine messaging, content, and product development for key segments.

Goal 4.4: Provide opportunities for visitors to share their experiences (promotes word-of-mouth recommendations).

- **4.4.1** Encourage byway partners and businesses to feature byway posts (original or shares of traveler posts) on their social media accounts to provide travelers additional opportunities to share their byway experiences.
- **4.4.2** Develop and promote a dedicated byway hashtag to encourage consistent branding and traveler engagement across social media platforms.
- **4.4.3** Create visually appealing, branded photo spots or interpretive signs at key viewpoints or community locations to inspire user-generated content.
- **4.4.4** Collaborate with local influencers, photographers, and content creators to showcase authentic byway experiences and amplify traveler stories.

Chapter 6: Action Plan

RESOLUTION 2025-37

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, ADOPTING THE UPDATED ZION SCENIC BYWAY CORRIDOR MANAGEMENT PLAN

WHEREAS, in accordance with the Utah Scenic Byways Program of the State of Utah, State Route 9, between its junction with I-15 to the south entrance of Zion National Park, as well as from the east entrance of Zion National Park to its junction with US-89, is currently designated as a Utah State Scenic Byway; and

WHEREAS, Section 72-4-301 of *Utah Code Ann.* defines a Corridor Management Plan as a written document required to be submitted for a highway to be nominated as a National Scenic Byway or All-American Road that specifies the actions, procedures, controls, operational practices, and administrative strategies to maintain the scenic, historic, recreational, cultural, archeological, and natural qualities of a scenic byway; and adopted by each municipality or county affected by the corridor management plan; and

WHEREAS, an original Corridor Management Plan was completed for a portion of the roadway in 2011 with support from the Five County Association of Governments and Zion Canyon Corridor Council, which resulted in designation of the section of State Route 9 between the City of La Verkin and the east entrance of Zion National Park as a National Scenic Byway in 2021; and

WHEREAS, an updated version of the *Scenic Byway Corridor Management Plan* (known herein as "*the Zion Scenic Byway Corridor Management Plan*" or "the Plan") has been prepared for the entirety of the roadway currently designated as a State Scenic Byway, plus the extension of the roadway running through Zion National Park (from the south entrance to the east entrance) which is not part of the State Scenic Byway; and

WHEREAS, the Plan has been prepared with (a) the active participation of and by the Zion Regional Collaborative (ZRC) and a Byway planning team assembled for that purpose (consisting of representatives of Washington County, Kane County, and all local municipalities situated along the Byway corridor, as well as individuals representing other agencies and interests); and (b) technical planning assistance provided by Corridor Solutions and Avenue Consultants; and

WHEREAS, public outreach activities, including public meetings and a survey, were held or otherwise provided to explain the Plan and to obtain input from the general public; and

WHEREAS, the Plan includes strategies to preserve, protect, and promote the intrinsic qualities of the Byway through actions that are neither regulatory nor mandated by the Plan; and

WHEREAS, successful implementation of the Plan depends on the cooperation, collaboration, and support of the municipalities and County governments with jurisdiction along the Byway; and

WHEREAS, Hurricane City supports the Plan and gives its commitment to collaborate in the process, as necessary and prudent, for its implementation.

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

1. That Hurricane City hereby declares its support for – and hereby approves and adopts – the updated Zion Scenic Byway Corridor Management Plan.

2. That Hurricane City declares that (a) if any part of this resolution shall be declared invalid, such declaration shall not affect the validity of the remainder of this resolution; (b) all resolutions or policies in conflict herewith are hereby repealed; and (c) this resolution shall take effect immediately upon passage.

PASSED, ADOPTED, AND APPROVED this 29~~18~~th day of September 2025.

_____
Nanette Billings, Mayor

Attest:

_____
Cindy Beteag, City Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 29th day of September 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, City Recorder

ZION
SCENIC BYWAY
Corridor Management Plan

ZION
SCENIC BYWAY

Corridor Management Plan Update

Connecting Landscapes, Communities, and Stories

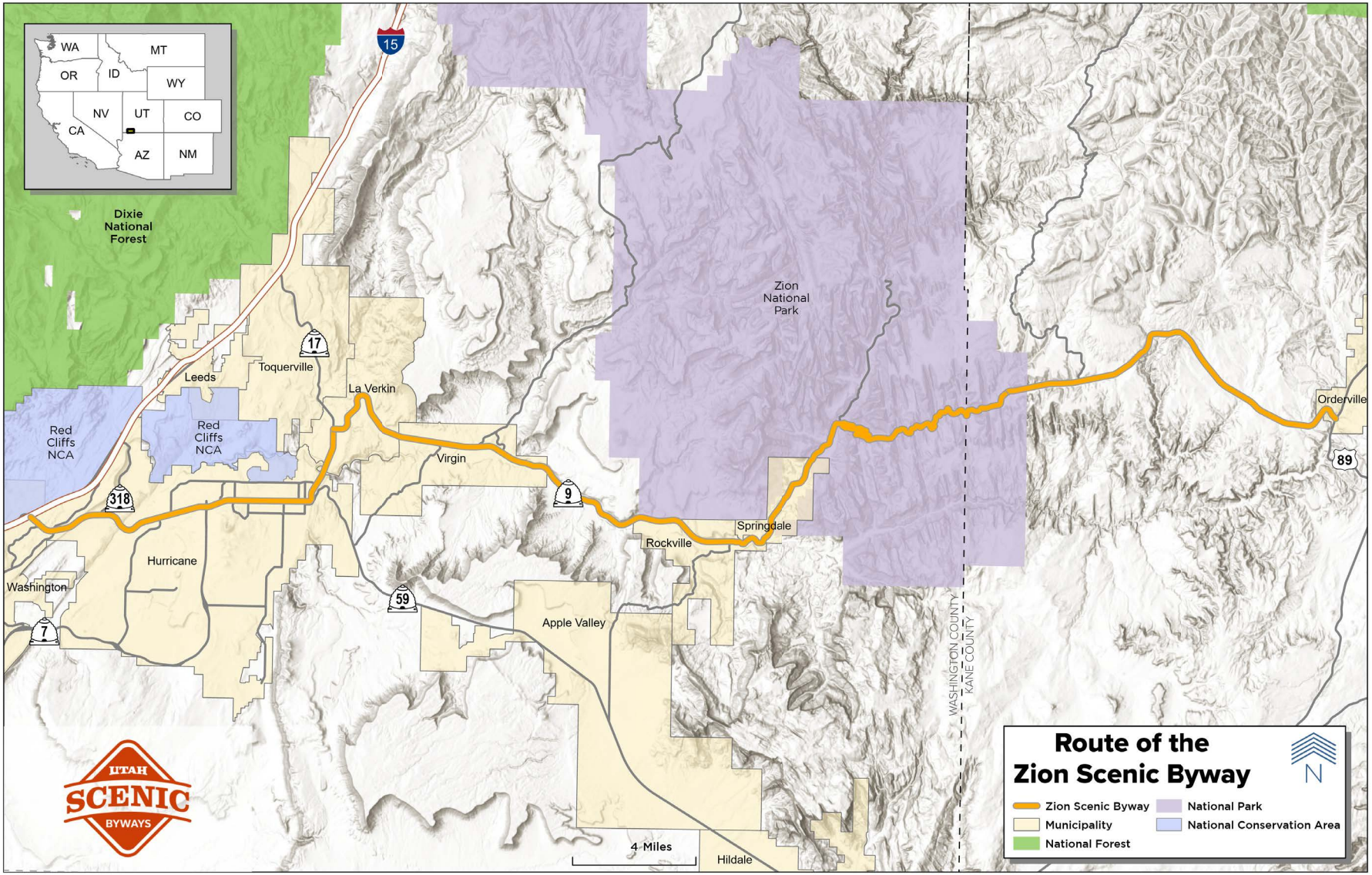
Prepared by:

Corridor Solutions & Avenue Consultants

Prepared for:

Zion Regional Collaborative

2025



Map 1: Route of the Zion Scenic Byway

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FEDERAL REQUIREMENTS

The table below identifies the Federal Highway Administration's requirements for corridor management plans and the corresponding chapters of this document that address these requirements.

1.	A map identifying the corridor boundaries and the location of intrinsic qualities and different land uses within the corridor.	iii, 2
2.	An assessment of such intrinsic qualities and of their context.	2
3.	A strategy for maintaining and enhancing those intrinsic qualities. The level of protection for different parts of a National Scenic Byway or All-American Road can vary, with the highest level of protection afforded those parts which most reflect their intrinsic values. All nationally recognized scenic byways should, however, be maintained with particularly high standards, not only for travelers' safety and comfort, but also for preserving the highest levels of visual integrity and attractiveness.	2, 3, 4, 5, 6
4.	A schedule and a listing of all agency, group, and individual responsibilities in the implementation of the corridor management plan, and a description of enforcement and review mechanisms, including a schedule for the continuing review of how well those responsibilities are being met.	2, 5
5.	A strategy describing how existing development might be enhanced and new development might be accommodated while still preserving the intrinsic qualities of the corridor. This can be done through design review, and such land management techniques as zoning, easements, and economic incentives.	2, 4
6.	A plan to assure on-going public participation in the implementation of corridor management objectives.	5
7.	A general review of the road or highway's safety and accident record to identify any correctable faults in highway design, maintenance, or operation.	4
8.	A plan to accommodate commerce while maintaining a safe and efficient level of highway service, including convenient user facilities.	4
9.	A demonstration that intrusions on the visitor experience have been minimized to the extent feasible, and a plan for making improvements to enhance that experience.	2, 3, 5, 6
10.	A demonstration of compliance with all existing local, State, and Federal laws on the control of outdoor advertising.	4
11.	A signage plan that demonstrates how the State will ensure and make the number and placement of signs more supportive of the visitor experience.	4
12.	A narrative describing how the National Scenic Byway will be positioned for marketing.	3
13.	A discussion of design standards relating to any proposed modification of the roadway. This discussion should include an evaluation of how the proposed changes may affect the intrinsic qualities of the byway corridor.	4
14.	A description of plans to interpret the significant resources of the scenic byway.	3

In addition to the information identified above, corridor management plans for All-American Roads must include:

1.	A narrative on how the All-American Road would be promoted, interpreted, and marketed in order to attract travelers, especially those from other countries. The agencies responsible for these activities should be identified.	3
2.	A plan to encourage the accommodation of increased tourism, if this is projected. Some demonstration that the roadway, lodging and dining facilities, roadside rest areas, and other tourist necessities will be adequate for the number of visitors induced by the byway's designation as an All-American Road.	3
3.	A plan for addressing multilingual information needs.	3, 6

Credit: Wanda Maloney

Chapter 1: Introduction

Traveling the Zion Scenic Byway is an experience defined by contrast and transformation. The journey begins in wide, sunlit valleys where the desert stretches to distant horizons, offering never-ending views beneath a boundless sky. As the road climbs and winds eastward, the landscape gradually narrows — rugged cliffs rise on either side, and canyon walls begin to enclose the traveler in a world of stone and shadow. At the heart of the route, the towering formations of Zion National Park surround the byway, and the scale of the landscape becomes both humbling and awe-inspiring. Emerging from the canyon, the road opens once more to high desert plateaus, revealing the expansive western terrain in all its quiet beauty.

Threading through the corridor, the Virgin River serves as both a lifeline and a storyteller — shaping the land over millennia and sustaining generations of people who have lived, traveled, and built communities along its banks. From Native settlements and pioneer irrigation systems to modern towns and recreation sites, the river is inextricably linked to the region's natural rhythms, cultural identity, and enduring stories.

This dramatic sequence of shifting views, geologic wonder, and cultural depth makes the Zion Scenic Byway one of the most compelling drives in the American West. It is a corridor that not only links landscapes, but also connects communities, traditions, and stories — offering travelers a layered experience that stays with them long after the road ends.

Credit: Kyle Gubler

BRIEF HISTORY OF THE ZION SCENIC BYWAY

The Zion Scenic Byway, designated in 1990 by the Utah State Legislature, follows the entirety of Utah State Route 9 (SR-9), spanning approximately 57 miles between I-15 in Hurricane and US-89 in Mt. Carmel Junction.

Credit: Kane County Office of Tourism

Credit: Utah Office of Tourism

In 2008, a group of regional stakeholders came together to pursue National Scenic Byway designation for SR-9. This group, later known as the **Zion Canyon Corridor Council** (ZC3), secured funding to develop a Corridor Management Plan (CMP), which was completed and adopted in 2011. That plan covered the segment of the byway between La Verkin City and the East Entrance of Zion National Park, as the remaining sections of the route elected not to participate at the time. The CMP also received approval through a joint resolution of Utah's Senate and House of Representatives in 2011.

In 2015, an interpretive plan was developed for the route, and the Zion Regional Collaborative (ZRC) assumed responsibility for byway coordination. In 2021, the ZRC successfully sought National Scenic Byway designation for the route between La Verkin and the East Entrance of Zion National Park.

Following the national designation, the ZRC convened a Scenic Byway Committee to chart a path forward. Recognizing that the original CMP was more than a decade old, the Committee prioritized a comprehensive update. The process also presented an opportunity to engage Kane County and Hurricane City, the two jurisdictions not included in the original plan, who enthusiastically joined the effort. As a result, this updated CMP reflects a coordinated regional vision for the full length of the Zion Scenic Byway and lays the groundwork for pursuing All-American Road designation, the highest level of recognition within the America's Byways program.

This CMP update was made possible through a Utah Department of Transportation Technical Planning Assistance grant, matched with local funds. The ZRC extends its appreciation to the Town of Virgin for serving as the fiscal agent for the project.

PURPOSE OF THE CORRIDOR MANAGEMENT PLAN

The purpose of this updated Corridor Management Plan (CMP) is to guide the management and enhancement of the Zion Scenic Byway over the next five to ten years. Developed with input from stakeholders across the corridor, the CMP establishes shared goals, priorities, and strategies that support a high-quality visitor experience, preserve the byway's intrinsic qualities, and reflect community values. Rather than encouraging increased visitation, the plan focuses on managing tourism already present in the corridor and ensuring that byway travel is welcoming, safe, and beneficial to local communities. It also provides the framework for pursuing All-American Road designation - the highest level of recognition within the America's Byways® program.

The Corridor Management Plan (CMP) is a non-regulatory document and does not supersede any existing federal, state, or local land use or transportation plans. It does not impose regulations, mandate changes, or affect private property rights in any way.

PLANNING PROCESS

The Zion Scenic Byway Corridor Management Plan (CMP) update began with a project kick-off meeting in fall 2024. Early in the process, the consultant team conducted corridor research and developed a series of technical memos to inform the planning effort. These documents established a foundation of baseline data, highlighted key issues and opportunities, and shaped the direction of stakeholder engagement. Reports included:

- Visitor Experience Assessment
- Relevant Planning & Key Areas to Address
- Corridor Research & Data Aggregation

VISION

Based on this research and extensive community input, a shared vision was developed to guide the future of the Zion Scenic Byway. The vision reflects the values and aspirations of corridor communities and the many stakeholders who care deeply about this unique place.

Zion Scenic Byway is more than a road — *it connects iconic landscapes, welcoming communities, and the stories that define this remarkable region. From the desert vistas near I-15 to the sandstone canyons of Zion and the quiet beauty of East Zion, the corridor offers travelers a meaningful way to explore and experience the area's natural and cultural richness.*

Our vision is a byway experience *that is clear, cohesive, and engaging — where travelers can easily navigate, discover new places, and connect with the people and landscapes that make the journey worthwhile. Through coordinated signage, interpretation, and shared stewardship, the byway will lead visitors beyond park boundaries to the diverse experiences this region has to offer.*

We envision communities that thrive *while maintaining their character, landscapes that are protected for future generations, and a byway that strengthens both local economies and regional identity. The Zion Scenic Byway will leave travelers with a deeper appreciation of the area and a lasting desire to return, share, and care for what they've found.*

Biking the Zion Canyon Trail

STAKEHOLDER ENGAGEMENT PROCESS

Public Meetings

To further engage local stakeholders, four public meetings were held to gather input from residents, business owners, and others connected to the byway, and to provide an opportunity for discussion. These meetings were organized and facilitated by a group of volunteer "Community Champions," who met weekly with the consultant team to develop outreach materials and review engagement strategies.

The cities of Hurricane and La Verkin hosted a joint meeting, as did the towns of Springdale and Rockville in coordination with Zion National Park. Additional meetings were held in the Town of Virgin and Kane County. Each meeting was well attended and provided valuable feedback. Maps and presentation boards explained the purpose of the CMP and presented corridor information, while participants shared input via sticky notes and follow-up surveys. Representatives of the Paiute Indian Tribe of Utah were also consulted during the planning process, and their perspectives were considered in the development of the CMP.

Stakeholder Survey

In spring 2025, a stakeholder survey was conducted to gather input from residents, business owners, and others across the SR-9 corridor. With 360 responses, the survey offered a broad view of local perspectives.

Respondents identified both challenges and opportunities related to growth, tourism, and quality of life. Key concerns included traffic congestion, infrastructure limitations, and development pressure. At the same time, many expressed optimism about improving connectivity, enhancing the visitor experience, and celebrating the region's distinctive character. This feedback directly informed the CMP's goals, strategies, and recommended actions.

Working Group

As the CMP was being developed, a standing Working Group was convened to review and provide input on draft content. Meeting weekly, the group played an essential role in shaping the direction of the plan — offering local insights, identifying clarifications and corrections, and ensuring the CMP reflected on-the-ground realities and community values.

Together, these efforts created a strong foundation for a Corridor Management Plan that reflects shared values, addresses emerging issues, and identifies achievable actions for the future of the Zion Scenic Byway.

The community meeting in Springdale was one of four held along the corridor to gather stakeholder input for the Corridor Management Plan update.

Credit: Wanda Maloney

GUIDE TO CMP CHAPTERS

This Corridor Management Plan is organized into six chapters, each addressing a key component of the Zion Scenic Byway's planning and implementation framework:

Chapter 2: Intrinsic Qualities

Documents the Zion Scenic Byway's scenic, recreational, natural, cultural, and historic resources. It describes the corridor's nationally significant landscapes and recreation and provides a foundation for protecting the qualities that make the byway unique.

Chapter 3: Visitor Experience

Assesses how travelers experience the byway, from trip planning to on-the-ground navigation. The chapter presents findings from a visitor experience assessment and outlines enhancements that support orientation, storytelling, and tourism management.

Chapter 4: Existing Roadway Conditions

Describes the physical characteristics, traffic patterns, crash history, and planned improvements along SR-9. This analysis provides context for infrastructure-related strategies and identifies constraints and opportunities related to mobility, safety, and growth.

Chapter 5: Stewardship

Outlines the collaborative framework for implementing the CMP, including the role of the Zion Regional Collaborative and the Scenic Byway Committee. It highlights stakeholder engagement strategies, community participation tools, and regional partnerships.

Chapter 6: Action Plan

Provides a clear roadmap for implementation. Organized around five goal areas - Intrinsic Qualities, Visitor Experience, Interpretation, Marketing, and Stewardship - the plan includes goals, strategies, and priority actions to guide collaborative efforts over the next five to ten years.

Chapter 2: Intrinsic Qualities

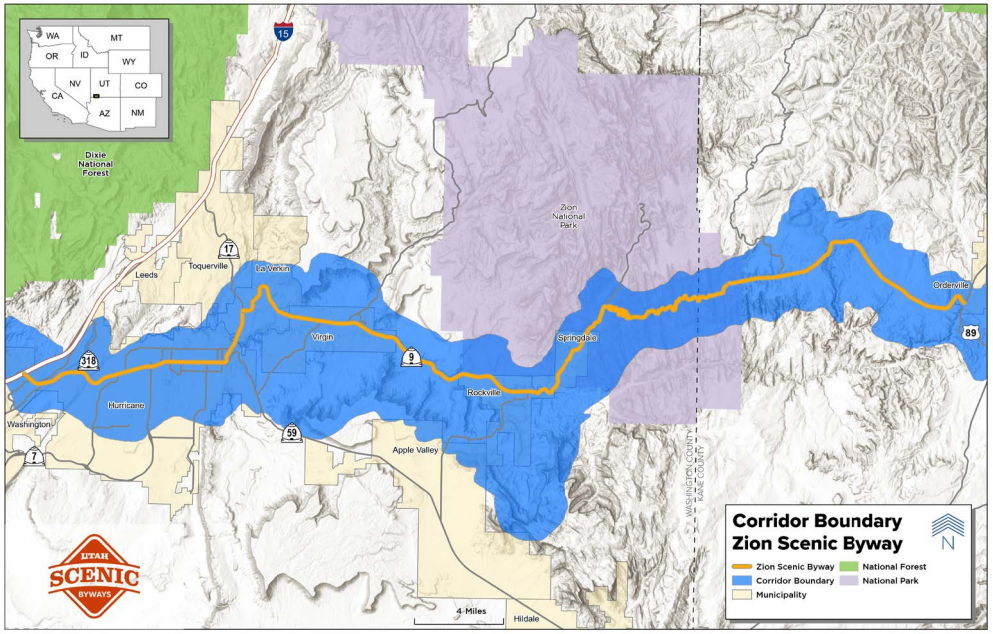
ROUTE DESCRIPTION

The Zion Scenic Byway designated as a Utah Scenic Byway follows the entirety of Utah State Route 9 (SR-9) in southwestern Utah, beginning at Exit 16 of I-15 just north of St. George and traveling 57 miles east to the junction of SR-9 and US-89 in Mt. Carmel Junction. Through Zion National Park, the byway is officially Federal Route 3224 and is also known as the Zion–Mt. Carmel Highway.

The portion of the route designated as a National Scenic Byway is SR-9 between and including La Verkin to the East Entrance of Zion National Park, with a gap in the Town of Virgin.

Corridor Boundary

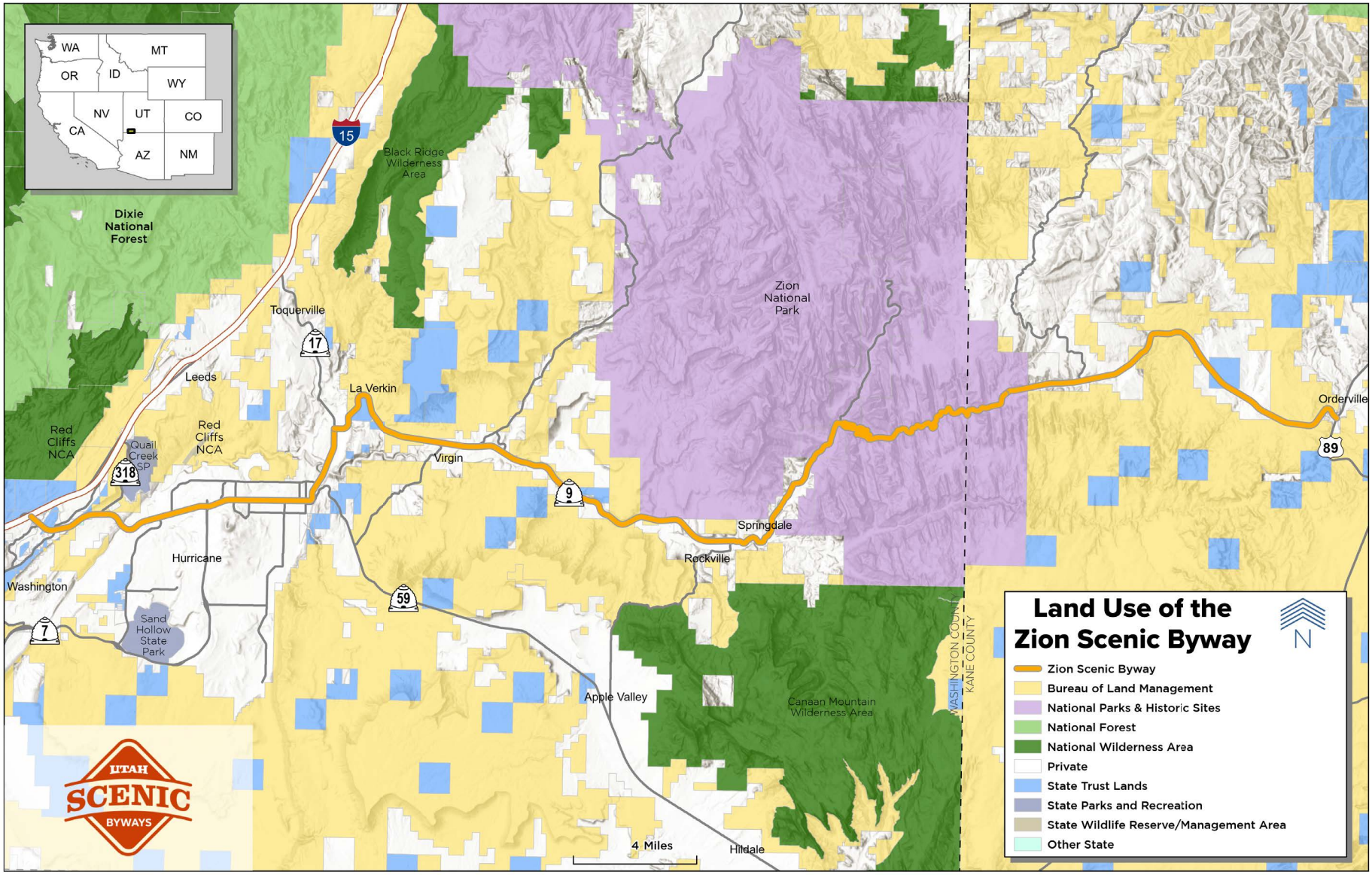
The corridor boundary generally follows the viewshed of SR-9, as shown in Map 2, reflecting what travelers experience along the route. However, this Corridor Management Plan is not intended to provide guidance or planning strategies for all lands and resources within that boundary.



Map 2: Corridor Boundary

Land Use

Map 3 illustrates the land uses within the byway corridor.



Map 3: Land Use of Zion Scenic Byway

INTRINSIC QUALITIES OF THE ZION SCENIC BYWAY

The Zion Scenic Byway offers one of the most visually dramatic and experientially rich landscapes in the American West. Among its many defining features, the scenic and recreational qualities are the most compelling indicators of the corridor's national significance. Travelers from around the world come to experience the stunning vistas, iconic geology, and extraordinary opportunities for outdoor adventure this route provides.

From the soaring cliffs and sculpted canyons of Zion National Park to the wide-open mesas, winding river valleys, and colorful desert landscapes, the byway is a continuous visual experience - captivating whether viewed from a moving vehicle, a scenic overlook, or a quiet trail. The landforms, vegetation, and flowing water throughout the corridor combine to create a landscape that is both beautiful and unforgettable.

This remarkable setting is also the backdrop for a wide array of recreational experiences. Visitors hike, bike, paddle, climb, camp, and explore throughout the corridor, often making memories that last a lifetime. The accessibility and variety of recreational opportunities, from high-adrenaline adventure to peaceful immersions in nature, make the byway an ideal destination for people seeking connection with the outdoors.

While the byway also holds deep natural, cultural, and historic value, it is the interplay of scenic splendor and high-quality outdoor recreation that makes the journey along this corridor so rewarding. The following sections explore each of the intrinsic qualities in detail, beginning with the striking beauty and engaging activities that define the Zion Scenic Byway experience.

Credit: Wanda Maloney

SCENIC QUALITY, as defined by the National Scenic Byways Program, is the heightened visual experience derived from the view of natural and manmade elements of the visual environment of the scenic byway corridor. The characteristics of the landscape are strikingly distinct and offer a pleasing and most memorable visual experience. All elements of the landscape—landform, water, vegetation, and manmade development—contribute to the quality of the corridor's visual environment. Everything present is in harmony and shares in the intrinsic qualities.

The Zion Scenic Byway corridor is one of the most visually arresting landscapes in the American Southwest. Here, the views are not only beautiful, they are immersive, ever-changing, and unforgettable. From towering cliffs and expansive mesas to tree-lined streets and historic structures, the byway presents a seamless blend of natural and human-made elements that collectively define its scenic character.

From the beginning of the byway near Hurricane, travelers are met with expansive views of the Pine Valley Mountains rising in the west. These green and forested highlands provide a vivid visual counterpoint to the red rock mesas and desert formations that characterize the region. The La Verkin Overlook offers sweeping panoramas of the Virgin River canyon and the towering ridgelines that mark the entrance into the Zion region.

The byway is known as the Zion-Mt. Carmel Highway as it passes through Zion National Park.

Credit: Utah Office of Tourism

Westward view of the Pine Valley Mountains from the byway near Virgin, Utah.

The pullout at the Sheep Corrals interpretive site between La Verkin and Virgin provides striking views of Hurricane Mesa soaring 1,500 feet above the valley floor with its multi-hued layers of red, orange, and tan rock revealing millions of years of geologic history.

Gooseberry Mesa and Pastry Ridge, visible from key vantage points near Virgin and Rockville, rise in dramatic contrast to the sky, with sharp edges and distinctive outlines that shift with the movement of the sun. Meanwhile, the quaint, tree-lined Main Street of Rockville with its 1930s-era Mulberry canopy and vintage streetlights adds a sense of timeless charm and cultural continuity to the scenery. Here, the built environment remains visually subordinate to the grand geologic formations of Zion, which tower above the rooftops and provide a powerful sense of place.

As the byway approaches Springdale, the view becomes even more dramatic. The jagged spires and crimson cliffs of Eagle Crags command attention, especially when aglow with morning or evening light. Entering Zion National Park, the byway climbs through the lower portion of the iconic Zion Canyon, revealing monumental formations

The byway and its viewshed unfolding through La Verkin, Utah.

A heritage bison herd grazes along the East Zion segment of the byway.

such as the West Temple, Mount Kinesava, and the Watchman. The scene is one of grandeur and scale - towering monoliths rising from the canyon floor, richly textured and deeply colored by layers of sandstone.

The eastern segment of the byway traverses slickrock country punctuated by unique features like Checkerboard Mesa, where erosion has etched a crosshatched pattern into the pale Navajo Sandstone. In the distance, the Paunsaugunt Plateau and White Cliffs form part of the Grand Staircase, their cream-colored faces rising in contrast to the surrounding red rock, signaling the geologic connection between Zion and other iconic destinations like Bryce Canyon.

Whether viewed from a moving vehicle, a scenic overlook, or a quiet trail, the landscapes along the Zion Scenic Byway are not only visually compelling, they are deeply memorable. This corridor offers more than beautiful views; it offers a continuous, immersive experience in one of the most scenic environments in the world.

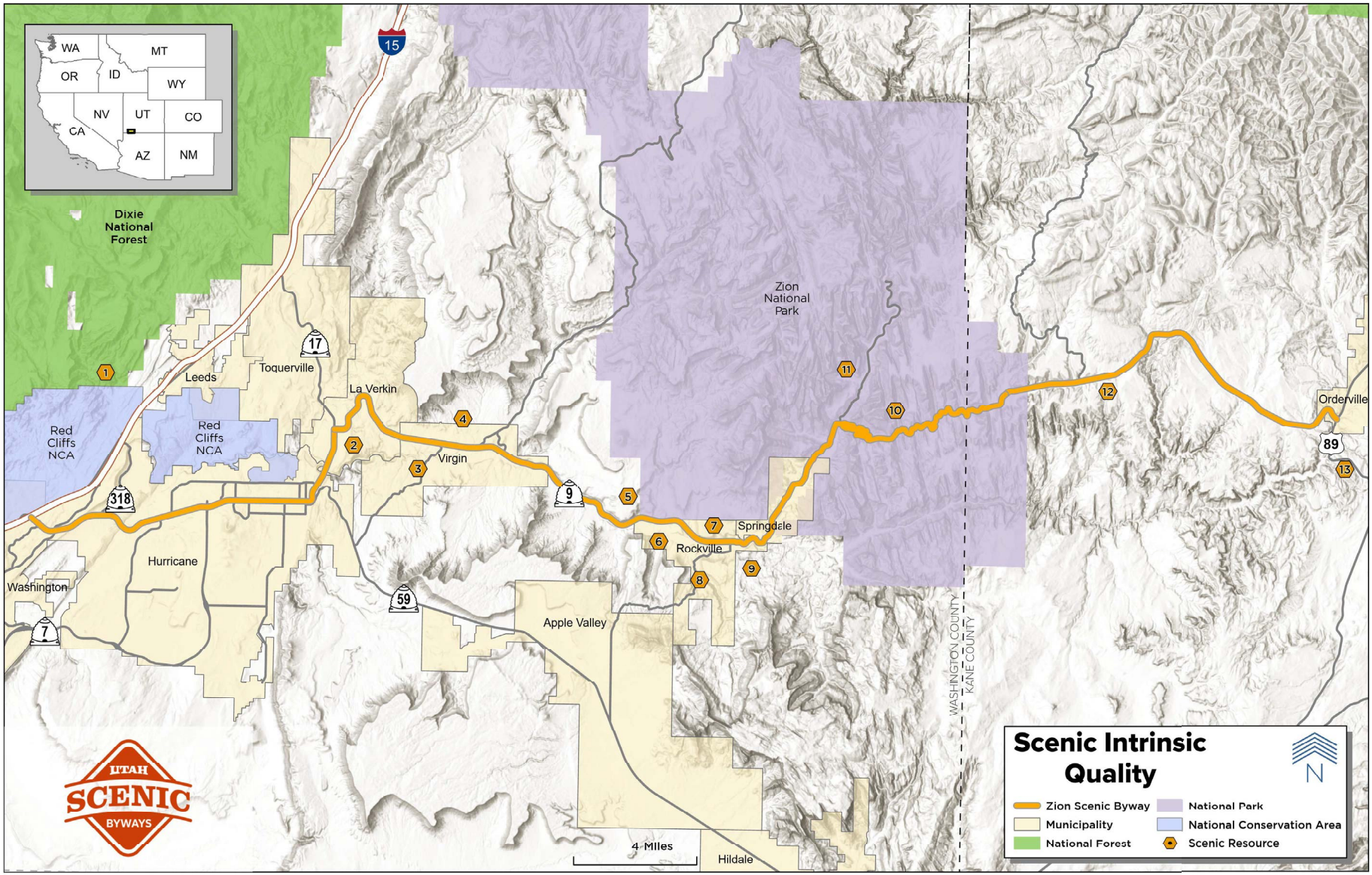
A byway pullout between La Verkin and Virgin offers sweeping views of the vibrant, multi-colored Hurricane Mesa to the north (pictured) and Gooseberry Mesa rising to the south.

As the byway heads east from Zion National Park, panoramic views of the Paunsaugunt Plateau and White Cliffs unfold.

Westward views approaching Zion National Park reveal pinyon-juniper forests - a distinct contrast to the red and orange sandstone landscapes found along much of the byway.

UPDATED INTRINSIC QUALITY INVENTORY — SCENIC

	Resource	Location	Description
1	Pine Valley Mountains	Hurricane/La Verkin	The Pine Valley Mountains rise west of the byway, dominating the viewshed from Virgin to its western terminus. Signal Peak, the range's highest point, reaches 10,365 feet.
2	La Verkin Overlook	La Verkin/Virgin	The La Verkin Overlook offers sweeping views of the Virgin River canyon, the town of La Verkin, and the surrounding Hurricane Valley. Accessible via a short drive off the byway or a moderately strenuous 2.5-mile round-trip hike with about 650 feet of elevation gain.
3	Hurricane Mesa from Sheep Corrals pullout	La Verkin/Virgin	Between La Verkin and Virgin, Hurricane Mesa rises 1,500 feet. Its dramatic, multi-colored layers of red, orange, and tan rock are stacked in striking bands, revealing the geologic history.
4	Gooseberry Mesa from Sheep Corrals pullout	La Verkin/Virgin	The pullout at the Sheep Corrals offers a sweeping panorama of Gooseberry Mesa, with its striking flat-topped profile rising above a broad expanse of desert scrub.
5	West Temple	Virgin/Rockville	Eastbound between Virgin and Rockville, SR-9 curves northeast, revealing a dramatic view of West Temple and the western wall of Zion National Park.
6	Pastry Ridge	Rockville	Pastry Ridge is located just south of Rockville. The ridge's undulating, banded appearance, which resembles the flaky layers of a pastry crust, results from the differential erosion of rock layers.
7	Rockville Main Street	Rockville	Main Street in Rockville is a charming rural streetscape shaded by historic mulberry trees planted in the 1930s as a means to cultivate silk. Simple single-bulb streetlights add to the character, and dramatic Zion geologic formations rise above the treetops.
8	Smithsonian Butte	Rockville	South of Rockville, Smithsonian Butte is a prominent scenic feature rising sharply with layered cliffs of red and cream-colored rock.
9	Eagle Crags	Rockville	Eagle Crags form a striking backdrop along the byway approaching Springdale, with jagged spires and rugged sandstone cliffs. Their distinctive silhouette and rich red hues create a standout feature in the viewshed, especially when illuminated by morning or evening light.
10	Zion Mt. Carmel Highway/Zion Canyon	Zion National Park	Within Zion National Park, the byway passes through the lower portion of Zion Canyon along the Zion-Mount Carmel Highway. This scenic stretch offers views of several prominent landmarks, including the towering West Temple, the rugged profile of Mount Kinesava, and the distinctive spire of the Watchman, all rising dramatically above the canyon floor and framing the park's southern entrance. As the highway climbs to the east side of the park, the landscape transitions to sweeping expanses of slickrock and unique formations such as Checkerboard Mesa.
11	Zion Canyon Scenic Drive	Zion National Park	Built in the early 20th century, the Zion Canyon Scenic Drive (also known as the Floor of the Valley Road) begins at Canyon Junction and travels north to the Temple of Sinawava. The road follows the North Fork of the Virgin River, carefully designed to trace the natural contours of the canyon floor. Travelers along the route are treated to dramatic vistas of towering Navajo sandstone cliffs, lush riverbanks, and iconic formations such as Angels Landing and the Great White Throne.
12	Ranchlands	East Zion	The ranchland east of Zion National Park offers a serene and memorable visual experience where natural and cultural elements blend in quiet harmony. Wide, open pastures framed by traditional wood fencing stretch toward the horizon, where White Cliffs rise dramatically in the distance. The muted tones of dry grasses and soft, rolling hills contrast beautifully with the vivid blue sky and the layered geology that defines the region.
13	Paunsaugunt Plateau/ White Cliffs	East Zion/Kane County	The Paunsaugunt Plateau and White Cliffs form a distant yet impressive viewshed from parts of the Zion Scenic Byway. As part of the Grand Staircase, the White Cliffs mark a prominent geologic step composed primarily of Navajo Sandstone, with their pale, cream-colored faces sharply contrasting the surrounding red rock landscapes. The Paunsaugunt Plateau, capped by younger rock layers, rises beyond the cliffs and contributes to the layered grandeur of southern Utah's high desert scenery, offering a glimpse into the vast geologic story that connects Zion to Bryce Canyon and beyond.



Map 4: Scenic Intrinsic Quality

Credit: Matt Hage & Utah Office of Tourism

From scenic strolls to challenging climbs, the byway corridor is home to countless hiking trails, each with views as breathtaking as The Watchman.

RECREATIONAL QUALITY, as defined by the National Scenic Byways Program, involves outdoor recreational activities directly associated with and dependent upon the natural and cultural elements of the corridor's landscape. The recreational activities provide opportunities for active and passive recreational experiences. They include, but are not limited to, downhill skiing, rafting, boating, fishing, and hiking. Driving the road itself may qualify as a pleasurable recreational experience. The recreational activities may be seasonal, but the quality and importance of the recreational activities as seasonal operations must be well recognized.

The Zion Scenic Byway is a globally recognized recreational destination, drawing millions of visitors each year to experience the region's stunning landscapes and wide array of outdoor activities. In 2024, Zion National Park welcomed nearly 5 million recreation visits, making it the second most visited national park in the United States. But the recreational value of the corridor extends well beyond the park's boundaries. The byway itself, along with adjacent lands and communities, offers a rich diversity of recreational experiences accessible year-round.

The byway corridor offers a range of mountain biking trails, including the scenic and challenging Wire Mesa route.

A hub for outdoor adventure, Sand Hollow State Park features kayaking, boating, paddleboarding, and camping.

Outdoor enthusiasts can enjoy hiking, mountain and road biking, fishing, camping, swimming, river tubing, OHV and ATV riding, rock climbing, canyoneering, and scenic photography. For many, simply driving the byway is a memorable experience, with breathtaking views and opportunities to stop, explore, and connect with the landscape.

Trail systems like Hurricane Cliffs, Gooseberry Mesa, and Wire Mesa have earned the area a national reputation among mountain bikers and hikers. These non-motorized trail networks, many of which offer views into Zion National Park or traverse slickrock terrain, are accessible directly from the byway corridor.

Quail Creek and Sand Hollow state parks expand the spectrum of available activities. These parks offer warm-water reservoirs ideal for boating, paddleboarding, and fishing, along with adjacent lands for off-road adventure. Sand Mountain, adjoining Sand Hollow, is a premier OHV destination known for its red sand dunes and slickrock climbs.

For those drawn to the water, the Virgin River provides recreational experiences ranging from fishing and wildlife watching to tubing, a seasonal favorite from late spring through early fall. Confluence Park in La Verkin offers river access, hiking trails, and interpretive information in a natural setting where the Virgin River and La Verkin Creek meet.

Dark night skies are another treasured aspect of the recreational experience. Stargazing is popular throughout the corridor, where low light pollution allows for clear views of constellations and celestial events. Visitors and amateur astronomers alike seek out quiet, elevated locations for night sky viewing. The region's commitment to protecting this resource is evident in Springdale's designation as an International Dark Sky Community and Zion National Park's designation as an International Dark Sky Park, helping ensure that the visual and ecological value of the night sky remains a prominent and minimally disturbed natural feature of the corridor.

Tents nestled in Wildcat Canyon highlight the recreational opportunities like hiking and backcountry camping that offer an immersive wilderness experience along the byway corridor.

Recreation in the Zion Scenic Byway corridor accommodates a wide range of physical abilities and time commitments. From leisurely river floats to challenging treks to Angels Landing or The Narrows, the corridor offers something for everyone. Local visitor centers serve as important hubs for up-to-date trail maps, safety information, and guidance, which is essential for navigating this dynamic landscape safely and responsibly.

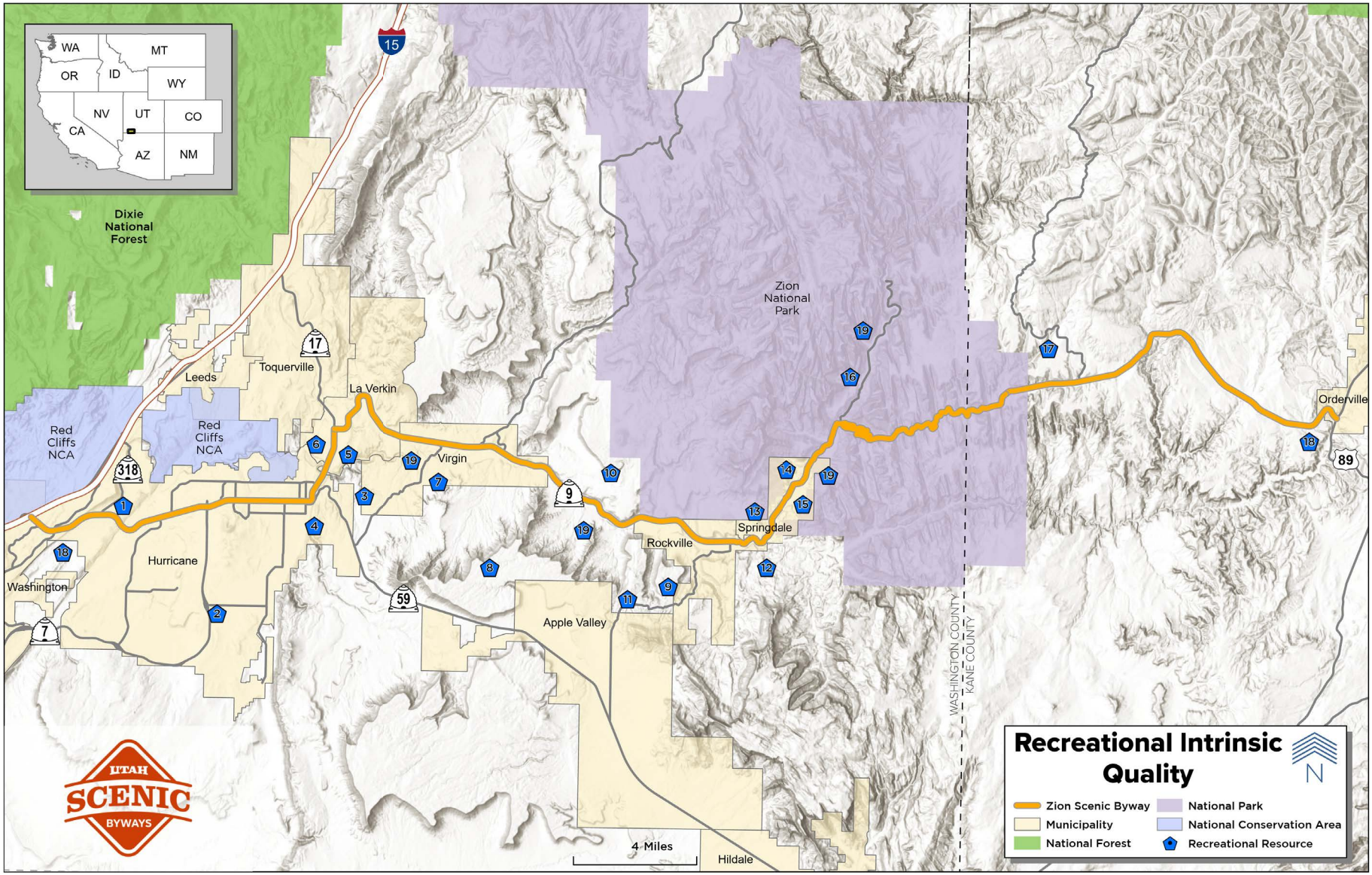
With its dramatic cliffs, sculpted canyons, and ever-changing light, the Zion Scenic Byway offers a breathtaking backdrop for outdoor adventure in every season. Whether you're a seasoned explorer or a casual traveler, the byway delivers an unforgettable and immersive recreational experience. Its striking natural beauty and wide range of activities make it a premier destination for those seeking meaningful connection with the outdoors.

The Zion Scenic Byway corridor provides access to world-class rock climbing routes set against awe-inspiring canyon walls.

UPDATED INTRINSIC QUALITY INVENTORY — RECREATIONAL

	Resource	Location	Description
1	Quail Creek State Park	Hurricane	With scenic red rock backdrops, Quail Creek State Park is a premier regional recreation destination. Its warm, clear reservoir offers year-round boating, fishing, kayaking, and paddleboarding, while surrounding trails invite hiking and wildlife viewing.
2	Sand Hollow State Park/Sand Mountain Open OHV Area	Hurricane	Sand Hollow State Park and the adjacent Sand Mountain Open OHV Area form one of the Southwest's top recreation destinations. The park's expansive reservoir is ideal for boating, fishing, paddleboarding, and swimming, while the surrounding red sand dunes and slickrock trails attract off-highway vehicle (OHV) enthusiasts. With its dramatic scenery, Sand Hollow offers a unique combination of water and motorized recreation in a single iconic setting.
3	Hurricane Cliffs Trail System	Hurricane	Network of trails for non-motorized users. Trails include: JEM, Rim, Hurricane Canal, Gould's Rim, and Chinatown Wash.
4	Three-Falls Canyon and Trail	Hurricane	The Three Falls Canyon and Trail is a moderately challenging 2.1-mile out-and-back trail located near Hurricane, Utah. It follows Gould's Wash through a canyon, featuring cascades and small waterfalls (which may be dry in hot weather). The trail is known for its rugged terrain, including steep sections and rock scrambling, making it a good option for hikers seeking a more adventurous experience.
5	La Verkin Overlook Trail	La Verkin	The La Verkin Overlook Trail is a 1.6-mile out-and-back hike with approximately 200 feet of elevation gain. This short, moderately easy trail leads to a stunning viewpoint overlooking the Virgin River Gorge, the town of La Verkin, and the surrounding red rock landscape. From the overlook, visitors can enjoy expansive views stretching toward Zion National Park. It's a scenic and rewarding walk, especially at sunrise or sunset.
6	Confluence Park	La Verkin	Confluence Park in La Verkin, Utah, offers a range of recreational opportunities including hiking, biking, and wildlife viewing along scenic trails that follow the Virgin River. The park's natural setting features riparian habitats, historic agricultural sites, and shaded paths, making it a popular spot for both active recreation and quiet nature walks. The Cities of La Verkin and Hurricane maintain a number of trailheads and connectors that tie into Confluence Park. These include Powerplant Park and the Rim-to-River Trail, which allow visitors to access the Park from the canyon edge.
7	Falls Park	Virgin	Located on the Virgin River south of Virgin, the park offers swimming, tubing, and a picnic area.
8	Gooseberry Mesa National Recreation Trail	Virgin/Rockville	Perched at 5,200 feet in southern Utah's red rock country, the Gooseberry Mesa National Recreation Trail offers sweeping views from its mesa rims. To the north, the towering sandstone cliffs of Zion National Park dominate the horizon, while the west rim overlooks a vibrant landscape of desert mesas and deeply carved canyons. Rather than a single path, this trail is a network of interconnected routes that traverse the mesa, providing exceptional opportunities for hiking, mountain biking, and exploration. Developed in the late 1990s through collaborative local and federal efforts, the system was designated a National Recreation Trail in 2006 in recognition of its outstanding recreational value.
9	Wire Mesa Trail	Virgin/Rockville	The Wire Mesa Trail is a scenic 7.6-mile loop located just south of Zion National Park. Traversing the edge of Wire Mesa, the trail offers expansive views of Zion's towering cliffs, neighboring mesas, and the Virgin River valley below. Popular with mountain bikers and hikers, the trail features a mix of slickrock, singletrack, and mild elevation changes, making it a rewarding yet accessible backcountry experience in the Zion region.
10	Guacamole Trail	Virgin/Rockville	The Guacamole Trail is a rugged and scenic loop trail located on top of a mesa near Virgin offering stunning views of Zion National Park's cliffs to the east. Known for its mix of slickrock and technical singletrack, the trail is popular with experienced mountain bikers and adventurous hikers. The route traverses varied terrain with rock features, juniper stands, and open desert, delivering a remote and rewarding backcountry experience.

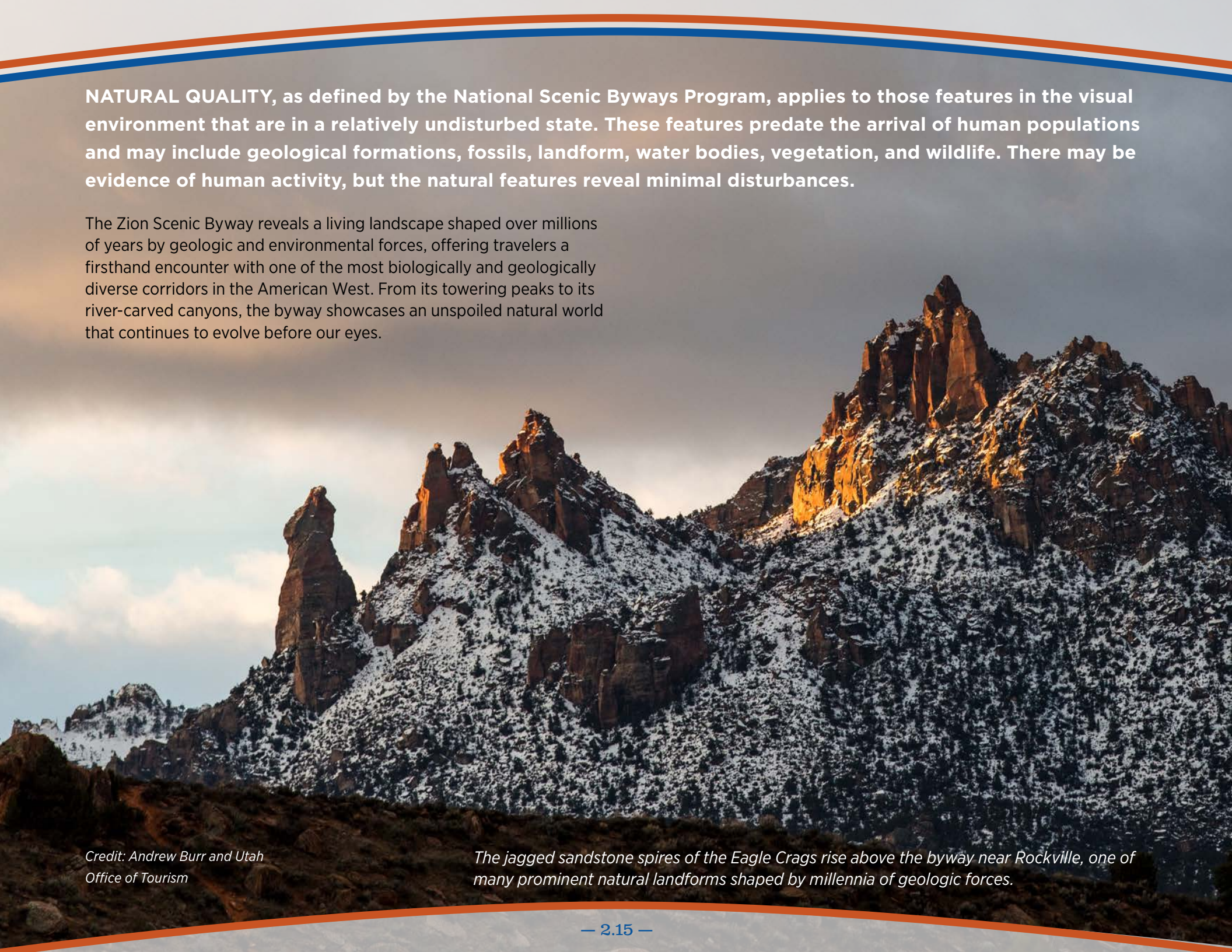
	Resource	Location	Description
11	Smithsonian Butte Backcountry Byway	Rockville	Smithsonian Butte National Back Country Byway, designated by the Bureau of Land Management, travels for 9.25 miles between Rockville and Apple Valley, Utah, just south of Zion National Park. The Back County Byway transports visitors from the Virgin River floodplain, through pinyon-juniper woodlands, to sagebrush desert at the Big Plain Junction of Highway 59. The byway offers spectacular views along the route including Smithsonian Butte, Eagle Crags, Vermilion Cliffs within the Canaan Mountain Wilderness, and the prominent sandstone pinnacles of Zion National Park for active and passive recreationists. The drive is most appropriate for OHV's, Jeeps, and other 4-wheel drive, high clearance vehicles.
12	Eagle Crags Trail	Rockville	The Eagle Crags Trail is a 5.6-mile round-trip hike near Rockville offering striking views of towering sandstone formations and the southern edge of Zion National Park. The trail climbs gradually through juniper and pinyon forest, opening up to panoramic vistas of Eagle Crags—rugged spires that rise dramatically from the desert floor. Known for its solitude, scenic beauty, and opportunities to spot wildlife, this trail provides a quieter alternative to Zion's busier routes while still showcasing the region's iconic red rock landscape.
13	Chinle Trail	Springdale	The Chinle Trail is a lesser-traveled route in the southwest corner of Zion National Park, beginning near Springdale. This 15.4-mile out-and-back trail traverses desert terrain rich in geology, including petrified wood, colorful Chinle Formation badlands, and sweeping views of the surrounding mesas. With gentle elevation gain and minimal crowds, the trail offers solitude and a unique perspective on the park's more arid, open landscapes. It is especially popular with hikers seeking a peaceful, off-the-beaten-path experience.
14	Steamboat Trail	Springdale	The Steamboat Trail is a short but scenic mountain biking route located just outside of Springdale's downtown area. Offering views of Zion National Park's dramatic cliffs, the trail winds through slickrock and desert terrain with moderate climbs and technical features. Ideal for intermediate riders, it provides a quick, rewarding ride with a mix of flow and challenge, all set against the stunning backdrop of Steamboat Mountain and the greater Zion landscape.
15	Zion Canyon Trail	Springdale	The Zion Canyon multi-use trail runs through the town of Springdale, providing a safe and scenic route for pedestrians and cyclists between local destinations and the entrance to Zion National Park. The paved trail enhances mobility while offering views of towering red rock cliffs and easy access to shops, lodging, and shuttle stops.
16	Zion Canyon Scenic Drive	Zion National Park	Several of Zion National Park's most iconic trails can be accessed directly from the Zion Canyon Scenic Drive (also known as the Floor of the Valley Road), making it the gateway to a wide range of hiking experiences. These trails vary in length and difficulty and showcase the park's dramatic scenery, from towering cliffs to lush riverbanks. Key trails accessible from this corridor include: Angels Landing via West Rim Trail – One of Zion's most famous and strenuous hikes, known for its steep drop-offs and panoramic views of Zion Canyon. Permit required for final ascent. The Grotto Trail – A short, easy path that connects the Zion Lodge area to The Grotto picnic area, often used as a connector for other trails. Emerald Pools Trails – Starting near Zion Lodge, this network of trails leads to lower, middle, and upper pools, offering waterfalls, shady alcoves, and beautiful vistas. Kayenta Trail – Accessed from The Grotto, this moderate trail leads to the Emerald Pools and offers views above the canyon floor. Riverside Walk – A paved, accessible trail at the end of the Scenic Drive that follows the Virgin River to the mouth of The Narrows. The Narrows (via Riverside Walk) – A world-renowned river hike through a narrow slot canyon, where hikers wade through the Virgin River surrounded by soaring sandstone walls. Weeping Rock Trail – A short but steep trail to a lush, dripping alcove. (Note: Closed due to rockfall as of 2024 – check current conditions.) Observation Point (via East Rim Trail) – Formerly accessed from Weeping Rock, now primarily reached from outside the Scenic Drive via the East Mesa Trailhead.
17	East Zion Mountain Bike Trails	East Zion/Kane County	East Zion offers a significant and growing network of mountain bike trails, with the Applecross Trail System being a prominent feature. This system is designed to provide a range of trails, from beginner-friendly to more challenging options, with some trails incorporating well-built wooden features and berms.
18	Golfing	Hurricane/East Zion-Mt. Carmel	Along the byway between Hurricane and Mount Carmel Junction, there are five golf courses open year round offering a range of experiences all set against the backdrop of southern Utah's stunning landscapes.
19	Virgin River	Hurricane - Springdale	Designated a Wild and Scenic River in 2009, the Virgin River provides numerous recreational opportunities within the byway corridor including fishing, rafting, and canoeing.



Map 5: Recreational Intrinsic Quality

NATURAL QUALITY, as defined by the National Scenic Byways Program, applies to those features in the visual environment that are in a relatively undisturbed state. These features predate the arrival of human populations and may include geological formations, fossils, landform, water bodies, vegetation, and wildlife. There may be evidence of human activity, but the natural features reveal minimal disturbances.

The Zion Scenic Byway reveals a living landscape shaped over millions of years by geologic and environmental forces, offering travelers a firsthand encounter with one of the most biologically and geologically diverse corridors in the American West. From its towering peaks to its river-carved canyons, the byway showcases an unspoiled natural world that continues to evolve before our eyes.



Credit: Andrew Burr and Utah Office of Tourism

The jagged sandstone spires of the Eagle Crags rise above the byway near Rockville, one of many prominent natural landforms shaped by millennia of geologic forces.

Credit: Zion National Park

Checkerboard Mesa, with its cross-hatched Navajo sandstone surface, offers a striking example of weathering and erosion along the Zion Scenic Byway.

Credit: Thomas Dansie

Gooseberry Mesa, seen here as a backdrop for outdoor recreation, is also a natural landmark of the byway corridor. Its slickrock formations and sweeping views reflect the area's dynamic geological history.

At nearly every turn, the corridor offers views of prominent landforms like the Eagle Crags - jagged sandstone spires that rise dramatically between Rockville and Springdale. These striking features dominate the skyline, a natural monument to the region's dynamic geological history. As you travel from La Verkin toward Virgin, the route climbs through the Kaibab Limestone, the oldest geologic formation in the area at approximately 270 million years old. The Kaibab Limestone forms the Hurricane Cliffs, created by movement along the Hurricane Fault, a major geologic boundary between the Colorado Plateau and the Basin and Range Province. This connection places the Zion area in regional context with the Grand Canyon, where the Kaibab Limestone is the youngest exposed layer. East of Virgin, vivid red, brown, and pink exposures of the Moenkopi Formation (about 230 million years old) line the buttes toward Rockville, marking the next chapter in a geologic journey through the corridor that spans nearly 150 million years of Earth's history.

Credit: Kane County Office of Tourism

A symbol of the region's thriving wildlife, bighorn sheep navigate the rocky cliffs along the byway, part of a biologically rich corridor that supports more than 60 species of mammals.

This area of southern Utah is positioned at the intersection of two major physiographic provinces - the Colorado Plateau and the Basin and Range. This convergence has created an extraordinary ecological crossroad where desert, slickrock, riparian, and high plateau environments collide. Millions of years of sedimentation, uplift, and erosion have sculpted the region into a mosaic of canyons, mesas, and cliffs that support more than 900 species of plants, 291 bird species, 67 species of mammals, 13 species of reptiles, and multiple species of native fish.

The Virgin River is a defining feature of the byway and the primary force that carved its canyons. Along its banks, lush riparian corridors flourish with Fremont cottonwoods, wildflowers, and native grasses. Wetlands interwoven with the river are home to willows, cattails, and rushes, creating essential habitat for amphibians, birds, and fish. This thriving environment forms a green ribbon of life through the desert landscape.

Notable natural features visible from the byway include Gooseberry Mesa and Smithsonian Butte, each contributing to the corridor's unique sense of scale and drama. South of Rockville, Canaan Mountain and the Canaan Mountain Wilderness area exhibit towering pinnacles and dramatic balancing rocks, while the Kolob Terrace Road north of Virgin provides access to high elevation forests, lava flows, and lava tubes that represent an entirely different facet of the region's natural character.

From desert lowlands to forested uplands, the Zion Scenic Byway corridor offers a continuous and captivating natural experience. The landscape remains largely intact, allowing travelers to witness a region where natural processes are still the dominant force shaping the land.

Spring wildflowers brighten the landscape in Zion National Park.

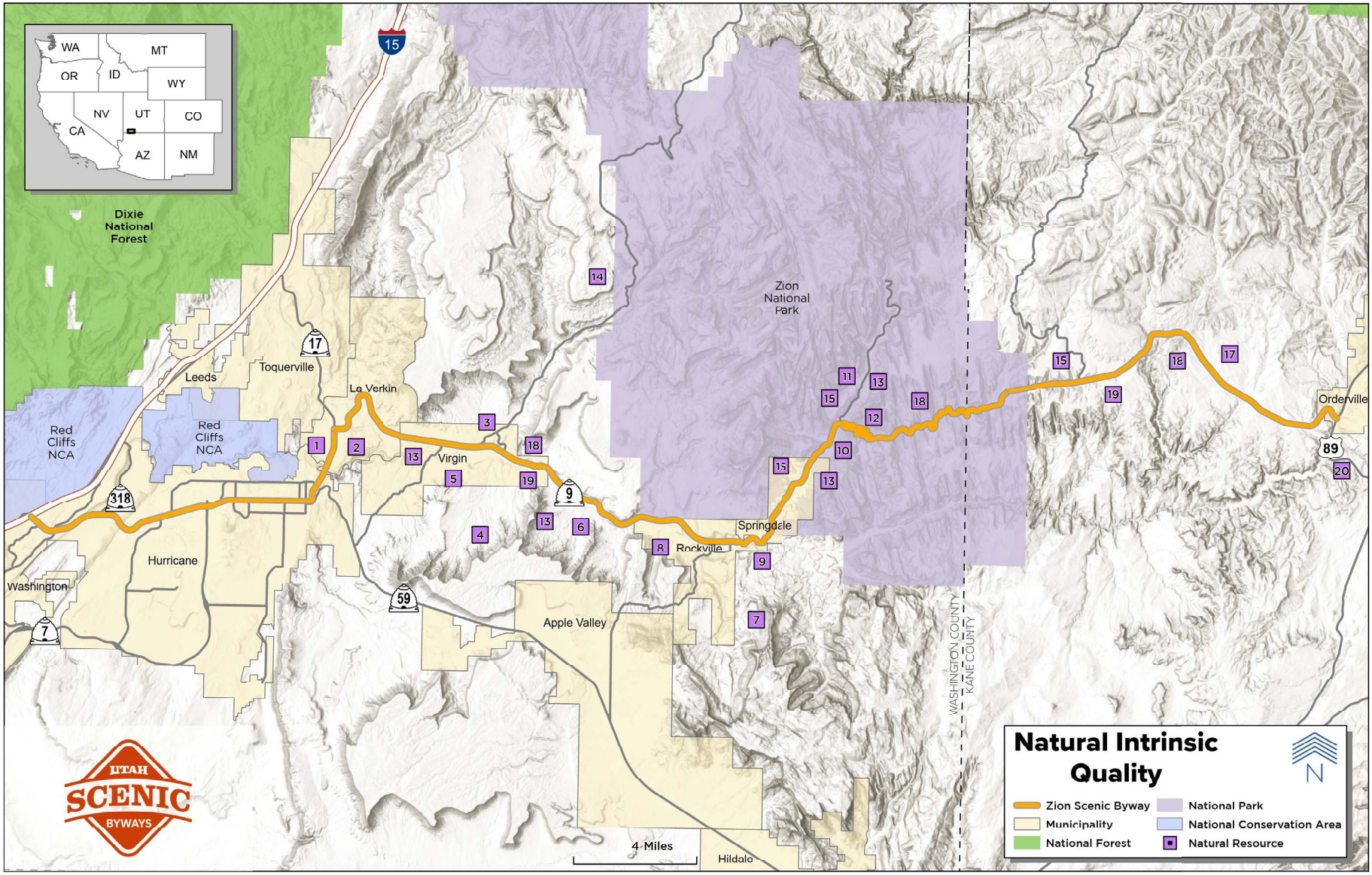
The Virgin River flows alongside the byway near Rockville, framed by the golden foliage of cottonwoods.

A cactus in full bloom near Springdale highlights the byway corridor's desert ecology, where plant life has adapted to thrive in arid conditions at the edge of the Colorado Plateau.

UPDATED INTRINSIC QUALITY INVENTORY — NATURAL

	Resource	Location	Description
1	Black Ledges	La Verkin	The Black Ledges in Confluence Park, La Verkin, are prominent geological features composed of dark basalt lava rock formations. These steep, jagged outcrops rise from the canyon floor, creating a striking contrast against the surrounding landscape. Formed from ancient volcanic activity, the basalt's dark coloration and rugged texture add to the park's unique geological character. The Black Ledges are accessible via trails such as the LaVerkin Rim to River Trail, offering visitors an opportunity to explore these distinctive formations up close.
2	The Cracks	La Verkin	The Cracks are a series of deep fissures and fractures in the limestone bedrock, formed by seismic activity along the Hurricane Fault. These geological features are remnants of ancient tectonic movements. Accessible via the unpaved road at the Sheep Corrals pullout, The Cracks offer a glimpse into the region's dynamic geologic history.
3	Kolob Terrace Road	Virgin	North of Virgin along Kolob Terrace Road, travelers can observe a remarkable cross-section of southern Utah's geologic history, particularly the Cenozoic Era. This area reveals three of the five Cenozoic layers commonly found on the Colorado Plateau, offering a vivid glimpse into the region's more recent geologic past.
4	Gooseberry Mesa	Virgin	Gooseberry Mesa is located south of SR-9 near the town of Virgin, Utah. It rises prominently above the valley and can be accessed via Mesa Road, which branches off from Camino del Rio just east of Virgin. The mesa is a defining landform in the southern viewshed of the Zion Scenic Byway.
5	Sheep Bridge Preserve	Virgin	Located near the town of Virgin, this preserve protects two miles of lush Virgin River corridor which is critical habitat for neo-tropical birds like the endangered southwestern willow flycatcher, native fish such as the flannelmouth sucker, and diverse amphibians and reptiles. Visitors can enjoy easy, well-marked trails along the shady, cottonwood-lined river. This is one of the most pristine stretches of the Virgin River, a vital Colorado River tributary increasingly threatened by development and climate change.
6	Smithsonian Butte	Rockville	Smithsonian Butte is located south of the byway between Virgin and Rockville. It is prominently visible from the byway, and stands out for its broad, flat summit and steep, colorful cliffs composed of Navajo Sandstone, capped with darker volcanic rock. This contrast in geologic layers makes it visually striking and geologically significant. The butte is part of the larger Colorado Plateau uplift and offers expansive views of Zion Canyon and the Virgin River valley.
7	Canaan Mountain/ Canaan Mountain Wilderness	Rockville	Canaan Mountain, located south of Rockville, is a prominent natural feature within the Canaan Mountain Wilderness. This expansive mesa, measuring approximately 8 by 10 miles, is characterized by its towering Navajo Sandstone cliffs, some rising up to 2,000 feet, and a diverse landscape sculpted by wind and water over millions of years. The area showcases a variety of geological formations, including slickrock domes, hoodoos, natural arches, and slot canyons. The summit reaches elevations near 7,400 feet and is adorned with stands of ponderosa pine surrounded by cream-colored slickrock.
8	Pastry Ridge	Virgin/ Rockville	Pastry Ridge is located just south of Rockville. The ridge's undulating, banded appearance, which resembles the flaky layers of a pastry crust, results from the differential erosion of rock layers.
9	Eagle Crags	Rockville	Eagle Crags is a striking natural landmark located just south of Zion National Park, visible from the byway. This formation features a series of jagged sandstone pinnacles perched on a high ridge, forming part of the Canaan Mountain Wilderness. Composed primarily of Jurassic-era Navajo Sandstone, the crags rise prominently above the Virgin River Valley, offering a dramatic contrast to the surrounding landscape.
10	Temples and Towers of the Virgin	Zion National Park	This iconic cluster of sandstone monoliths in lower Zion Canyon offers one of the park's most famous views. These features are among the most photographed in Zion National Park and are visible from the Zion Canyon Scenic Drive and the Human History Museum.
11	Zion Canyon Scenic Drive	Zion National Park	Built in the early 20th century, the Zion Canyon Scenic Drive (also known as the Floor of the Valley Road) begins at Canyon Junction and travels north to the Temple of Sinawava. The road follows the North Fork of the Virgin River, carefully designed to trace the natural contours of the canyon floor. Along the route, travelers are immersed in Zion's stunning natural features, including the soaring cliffs of Angels Landing, the sheer face of the Great White Throne, the dramatic spires of the Court of the Patriarchs, and the sculpted canyon walls that lead to the Temple of Sinawava and the entrance to the Virgin Narrows.

	Resource	Location	Description
12	Zion Mt. Carmel Highway and Tunnel	Zion National Park	The Zion-Mount Carmel Highway is the approximate 10 miles of the byway that traverses Zion National Park. It was constructed between 1927 and 1930 to create a direct route connecting Zion, Bryce Canyon, and Grand Canyon National Parks. A centerpiece of the project, the 1.1-mile Zion-Mount Carmel Tunnel, was completed in 1930 and, at the time of its dedication on July 4, was the longest tunnel of its kind in the United States. The highway offers access to striking natural features, including the Great Arch - a massive blind arch in Navajo sandstone spanning 600 feet across and rising 400 feet high, and Checkerboard Mesa - a prominent slickrock formation marked by distinctive crossbedding and jointing patterns carved by weathering and erosion. Beginning about 25 feet from the road, lands visible from the byway are designated wilderness.
13	Virgin River	Hurricane - Springdale	Carving through towering Navajo sandstone cliffs and shaping the dramatic landscapes of Zion Canyon, the river is a dynamic natural feature supports a rich diversity of native vegetation and wildlife. The Virgin River's central role in the region's unique geology and ecology make it a defining element of the corridor's natural character.
14	Volcanic Activity	Corridor Wide	Volcanic activity in the Zion Region dates back millions of years. Eruptions occur for two primary reasons: extension of the Basin and Range region, and uplift of the Colorado Plateau. Today, visible features include cinder cones north of the Byway (eg: the Lamb Knolls and Crater Hill) and basalt flows stretching down towards the Virgin River. At the time, these flows dammed the river, dramatically impacting the ecosystem. Today, these features serve as a reminder of this region's dynamic landscape.
15	Night Sky	Springdale, Zion National Park, East Zion	In many areas of Zion National Park and surrounding public lands, low levels of light pollution allow for remarkably clear views of stars, planets, and other celestial features. These dark skies, relatively undisturbed by human development, preserve a natural condition that has existed for millennia. The region's commitment to protecting this resource is evident in Springdale's designation as an International Dark Sky Community and Zion National Park's designation as an International Dark Sky Park, ensuring that the visual and ecological value of the night sky remains a prominent and minimally disturbed natural feature of the corridor.
16	Wildlife	Corridor Wide	The Zion Scenic Byway corridor supports a rich diversity of wildlife that reflects the natural integrity of the region. Mule deer and desert bighorn sheep are commonly seen along the route, particularly near canyon walls and open desert slopes. The area is also home to raptors such as bald and golden eagles, which soar above cliffs and open valleys. In East Zion, a heritage herd of bison roams private lands near the byway, offering a glimpse into the area's historic wildlife presence.
17	Pinyon-Juniper forest	East Zion/ Kane County	This native woodland, dominated by pinyon pine and Utah juniper, is particularly common east of Zion National Park, where higher elevations and rocky soils support more extensive stands. These trees, many of them centuries old, provide essential wildlife habitat and contribute to the rugged visual character of the landscape.
18	Wildflowers	Virgin - East Zion	The byway corridor between Virgin and Rockville and within Zion National Park offers a vibrant display of wildflowers that change with the seasons and elevation. In spring and early summer, colorful blooms such as desert marigold, Indian paintbrush, cliffrose, and primrose brighten the desert landscapes, canyons, and upland slopes. Higher elevations and riparian areas support a broader range of species, including penstemon, lupine, and columbine.
18	Migration Corridors	Virgin/East Zion Kane County	These corridors support the seasonal movement of wildlife such as mule deer, elk, and desert bighorn sheep, allowing them to access critical habitats for breeding, foraging, and shelter. Stretching across relatively undeveloped landscapes, these routes maintain ecological connectivity between Zion National Park and surrounding public lands. Although some human development is present, the migration pathways remain largely intact, preserving a natural process that predates human settlement and sustaining the health and diversity of the region's wildlife populations.
20	Paunsaugunt Plateau/ White Cliffs	East Zion/ Kane County	The Paunsaugunt Plateau and White Cliffs, visible from eastern portions of the Zion Scenic Byway corridor, form part of the Grand Staircase's layered landscape, with the White Cliffs showcasing bright, nearly vertical Navajo sandstone formations that rise dramatically above the terrain. The Paunsaugunt Plateau, with its high-elevation forests and expansive vistas, supports diverse plant and animal life and remains largely undeveloped.



Map 6: Natural Intrinsic Quality

Credit: Thomas Dansie

The grand marshal leads the Peach Days Parade celebrating Hurricane's agricultural roots and honoring generations of community resilience.

CULTURAL QUALITY, as defined by the National Scenic Byways Program, is evidence and expressions of the customs or traditions of a distinct group of people. Cultural features including, but not limited to, crafts, music, dance, rituals, festivals, speech, food, special events, vernacular architecture, etc., are currently practiced. The cultural qualities of the corridor could highlight one or more significant communities and/or ethnic traditions.

The Zion Scenic Byway corridor is rich in cultural expression, shaped by a tapestry of community traditions, public spaces, events, and storytelling that reflect the identity of the people who call this region home. Byway communities possess deep pride in their heritage and convey it through local festivals, seasonal celebrations, public landmarks, and place-based activities.

Annual events such as La Verkin Winterfest, Rockville Daze, and Springdale's St. Patrick's Day Festival demonstrate a strong sense of place and continuity, fostering connections among residents and visitors alike. Celebrations like Peach Days in Hurricane honor agricultural roots and pioneer resilience. The Butch Cassidy 10K/5K, linking Springdale, Rockville, and Grafton, not only promotes

recreation but also strengthens regional identity. These traditions are mirrored in the landscape through culturally significant spaces, such as hillside letters, local parks, schools, churches, and cemeteries, that serve as landmarks and gathering places central to community life.

The cultural character of the byway is also deeply intertwined with outdoor recreation. Activities such as hiking, horseback riding, rock climbing, and off-highway vehicle (OHV) riding are part of the local lifestyle and serve as meaningful expressions of the region's relationship to its landscape. These practices are both traditional and evolving, shaping and being shaped by the place over time.

Together, these cultural elements, which are rooted in tradition, storytelling, landscape interaction, and community pride, compose a living cultural landscape that is both locally distinctive and nationally significant.

The original Sheep Creek Bridge, standing beside its modern counterpart, is a visual reminder of the region's long-standing sheep ranching traditions.

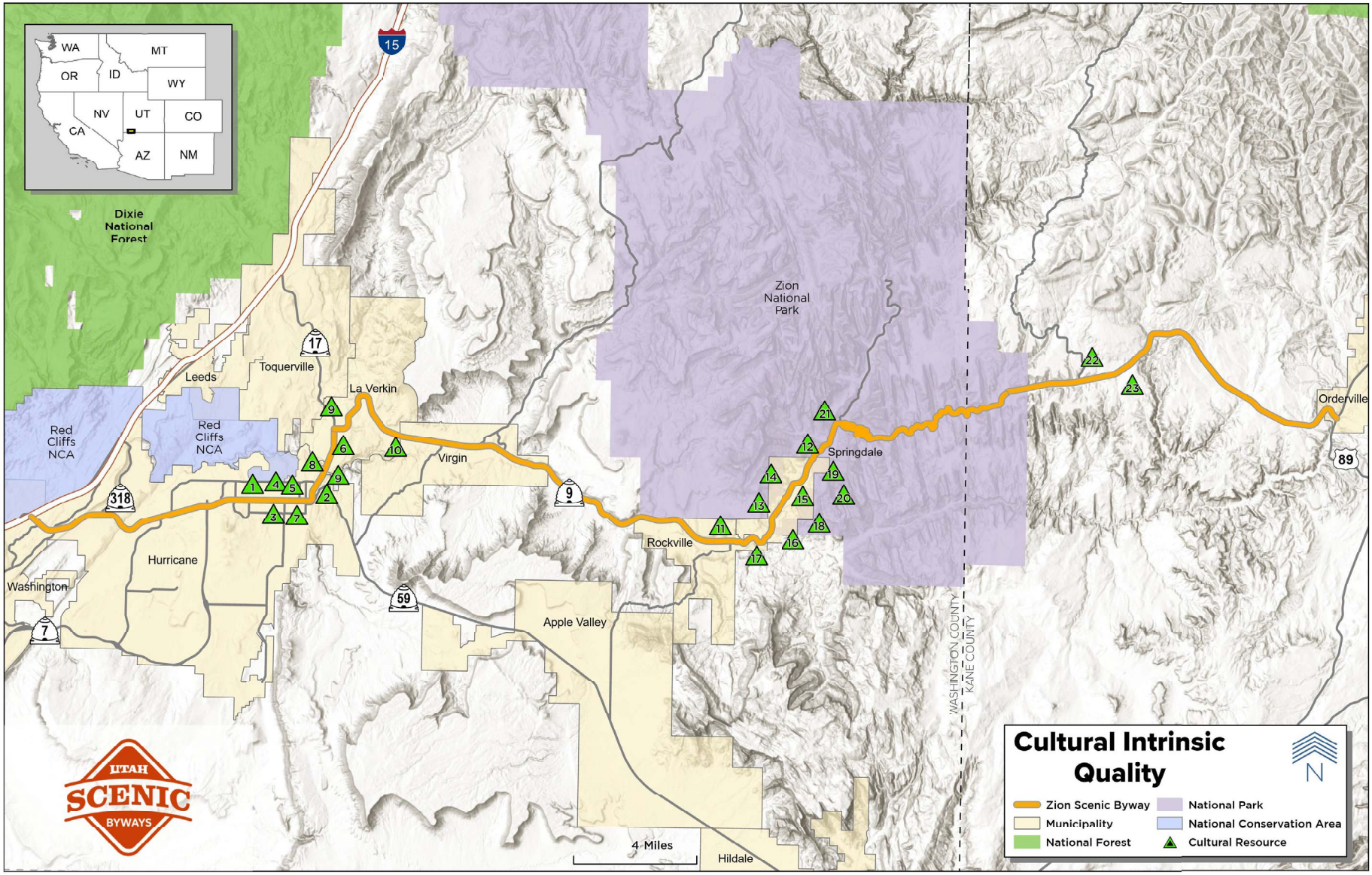
These weathered corrals near Virgin built by the Civilian Conservation Corps (CCC) help preserve the story of sheep herding and shearing that is part of the cultural landscape of the byway.

Runners in the Butch Cassidy 10K make their way through Springdale, where community, recreation, and red rock scenery converge in this uniquely local celebration.

UPDATED INTRINSIC QUALITY INVENTORY — CULTURAL

	Resource	Location	Description
1	Hurricane City Fall Fest	Hurricane	The Hurricane City Fall Fest is a seasonal celebration that brings the community together through local crafts, food, music, and family-friendly activities. It showcases contemporary expressions of community spirit while drawing on the area's agricultural and small-town traditions.
2	Hurricane Canal	Hurricane	Constructed between 1893 and 1904, the Hurricane Canal brought much-needed irrigation water from the Virgin River to the Hurricane Bench, transforming arid land into productive farmland. This not only enabled agricultural settlement but also established patterns of land use and community life that continue to define the area.
3	Hurricane Farmers Market	Hurricane	The Hurricane Farmers Market highlights local agricultural traditions and community connections through the sale of regional produce, handmade goods, and locally prepared foods. The market is held every Saturday, March through November.
4	Pioneer Day Celebrations	Hurricane	Pioneer Day, also known as the "24th" or "Days of '47," is a state holiday in Utah that celebrates the arrival of Mormon pioneers to the Salt Lake Valley on July 24, 1847. It's a day of parades, fireworks, rodeos, and other festivities across the state. In Hurricane, Utah, the celebration often includes parades, fireworks displays, and community events.
5	Ice Cream Socials	Hurricane	Historically, fruit farmers in Hurricane would end their work early on Saturday afternoons to gather for homemade ice cream, soda crackers, and a game of baseball. These informal gatherings reflect enduring social traditions rooted in hospitality, neighborliness, and a strong sense of community identity.
6	La Verkin Canal, Agriculture & Livestock	La Verkin	The La Verkin Canal is a historic irrigation system that enabled early settlers to cultivate the arid land, laying the foundation for the area's strong agricultural and livestock traditions. This enduring heritage is reflected in the community's continued connection to farming, ranching, and land stewardship. These practices that have shaped local customs, values, and identity for generations.
7	Peach Days	Hurricane	Peach Days celebrates Hurricane's agricultural roots, particularly its history of fruit cultivation. With parades, food, games, and community gatherings, the event honors longstanding farming traditions and brings residents together in a shared expression of local pride.
8	Winterfest	La Verkin	Winter Fest reflects the community's seasonal traditions through festive lights, holiday activities, and family-centered events. It fosters social connection and preserves cultural customs that mark the rhythm of life in this small, close-knit town.
9	"H" and "L" Hillside letters	Hurricane & La Verkin	The large stone "H" above Hurricane and "L" above La Verkin are longstanding symbols of community pride and identity, created and maintained by local residents. These hillside letters reflect a regional tradition practiced throughout Utah and serve as enduring expressions of local heritage, school spirit, and civic unity.
10	Sheep Shearing Corrals	La Verkin/ Virgin	The historic sheep shearing corrals near Virgin, Utah, are remnants of the region's once-thriving sheep ranching industry. These structures reflect traditional livestock practices that were vital to the local economy and way of life, serving as cultural landmarks that preserve the working heritage and seasonal rhythms of early ranching communities in the area.
11	Rockville Daze	Rockville	Rockville Daze, held each October in the Town Park and Pavilion, celebrates the town's distinctive historic, rural, and agricultural heritage. The event features a community barbecue, live music, and a Country Store offering fresh produce, baked goods, preserves, crafts, and local art.
12	"Parkitecture"	Rockville, Springdale	The birth of national parks in the late 19th centry brought with it a unique and new style known as National Park Service (NPS) Rustic or, as it's more affectionately known, 'Parkitecture.' In and around Zion National Park, it refers to the distinctive architectural style developed by the National Park Service in the early 20th century to harmonize with the natural environment. Featuring native stone, timber, and handcrafted detailing, this style reflects cultural values of conservation, craftsmanship, and place-based design.
13	4th of July Pancake Breakfast	Springdale	Springdale's 4th of July Pancake Breakfast is a beloved local tradition that brings residents and visitors together to celebrate Independence Day with food, music, and community fellowship. This annual event reflects cultural values of hospitality, patriotism, and small-town togetherness, continuing a custom that strengthens social bonds and community identity.

	Resource	Location	Description
14	O.C. Tanner Amphitheater	Springdale	The OC Tanner Amphitheater in Springdale, Utah, is a cultural venue that hosts concerts, plays, and community events in a dramatic red rock setting near Zion National Park. As a gathering place for artistic expression and shared experiences, it reflects the region's commitment to celebrating culture, creativity, and connection to place through the performing arts.
15	Bumbleberry Theatre	Springdale	The Bumbleberry Theatre in Springdale, Utah, is a local performance venue known for its family-friendly productions and musical shows that celebrate regional stories and humor. As a hub for community entertainment and cultural expression, it contributes to the preservation of local traditions and the shared enjoyment of the performing arts in a small-town setting.
16	Butch Cassidy 10K/5K Race	Springdale	The Butch Cassidy 10K/5K Race in Springdale is an annual event that combines recreation with local legend, honoring the region's colorful outlaw history. The race reflects the community's connection to its past and its ongoing celebration of shared heritage.
17	Zion Chalk and Earth Fest	Springdale	Zion Chalk and Earth Fest is a vibrant celebration of art and nature that features chalk art, local crafts, and environmentally focused activities. Held in the inspiring setting of Springdale near Zion National Park, the festival reflects cultural values of creativity, place-based expression, and community appreciation for the natural environment.
18	St. Patrick's Day Celebration	Springdale	The St. Patrick's Day Celebration in Springdale blends Irish cultural traditions with the town's unique small-town character through music, food, and festive community activities.
19	Zion Canyon Community Center	Springdale	The Zion Canyon Community Center serves as a hub for cultural expression, hosting local events, classes, performances, and gatherings that reflect the community's values and creative spirit. By providing a space for residents and visitors to engage in arts, education, and shared traditions, the center supports the ongoing practice of cultural customs.
20	Zion Canyon Music Festival	Springdale	Started in 2009, the Zion Canyon Music Festival is a vibrant celebration of music, art, and community featuring local and regional performers, artisan vendors, and family-friendly activities.
21	Plein Air Zion National Park	Springdale	Plein Air Zion National Park is an annual event that brings artists to paint the stunning landscapes of Zion on site, in the open air. Celebrating both artistic tradition and a deep connection to place, the event fosters public appreciation for the region's beauty.
22	Ranching & Agricultural Traditions	East Zion/ Kane County	The East Zion area of Kane County was settled by Mormon pioneers in the 19th century. Communities developed a way of life centered around livestock grazing, dry farming, and irrigation-based agriculture, relying on the region's creeks, fertile valleys, and cooperative labor systems. Today, many residents maintain ties to this agricultural heritage, and it continues to be honored through local events, land stewardship practices, and community identity.
23	Movie Making Locations		Filmmaking along the Zion Scenic Byway reflects a rich cultural tradition tied to the American West. Research conducted by Dr. Gary Willden in 2007 identified 42 commercial films shot in the region surrounding SR-9 and Zion National Park, featuring iconic actors such as John Wayne, Paul Newman, and Robert Redford. Films like The Appaloosa, Butch Cassidy and the Sundance Kid, and The Electric Horseman contribute to a lasting cinematic legacy that has shaped national perceptions of the landscape and continues to reflect and reinforce American cultural identity through storytelling, place-based imagery, and popular media.



Map 7: Cultural Intrinsic Quality

HISTORIC QUALITY, as defined by the National Scenic Byways Program, encompasses legacies of the past that are distinctly associated with physical elements of the landscape, whether natural or manmade, that are of such historic significance that they educate the viewer and stir an appreciation for the past. The historic elements reflect the action of people and may include buildings, settlement patterns, and other examples of human activity. Historic features can be inventoried, mapped, and interpreted. They possess integrity of location, design, setting, material, workmanship, feeling and association.

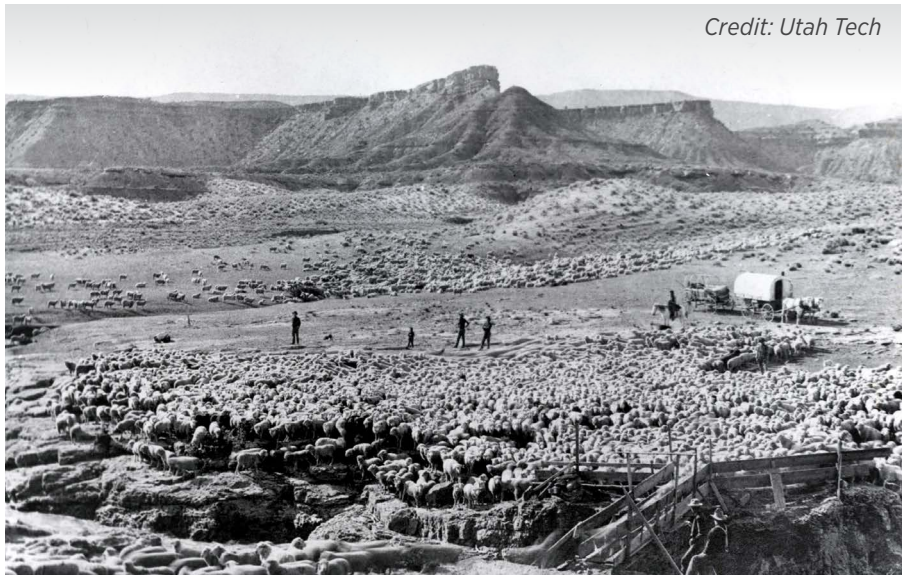
The Zion Scenic Byway corridor is deeply rooted in centuries of human presence and activity. From the ancient civilizations that first inhabited the area to the settlers and pioneers who shaped the region's built environment, the corridor offers a powerful window into the past. The area's layers of history are preserved in historic structures, community landmarks, and patterns of development.

The region was first settled around 400 AD by the Virgin River branch of the Kayenta Pueblo. By 1200 AD, Southern Paiute people inhabited the region, continuing agricultural traditions that were

Credit: Greater Zion Convention and Tourism Office

This 1930s stone-and-timber monument has welcomed travelers to Zion National Park for nearly a century and is listed on the National Register of Historic Places.

Completed in 1930, the Zion-Mount Carmel Tunnel is an iconic engineering feat that dramatically opened access to Zion's eastern plateaus while preserving the scenic integrity of the landscape.



In this early photo of Sheep Bridge, sheep and herders cross the Virgin River using the narrow, rugged span

observed by the Dominguez-Escalante expedition in 1776. As the earliest Europeans to document the area, the expedition noted Paiute cultivation near present-day La Verkin, now the site of Confluence Park, a historically and ecologically significant location that preserves this cultural intersection.

By the mid-1800s, Mormon pioneers began establishing permanent communities along the Virgin River. The towns of Virgin (1859), Rockville and Grafton (1861), and Springdale (1863) emerged as part of a larger effort to settle southern Utah. These communities, and others like La Verkin and Hurricane, bear the marks of that history in their layout, architecture, and infrastructure.

Water shaped much of this development. The construction of the La Verkin Canal in 1898 and the Hurricane Canal in 1908 enabled settlement of the higher benches and remain iconic engineering achievements. The Hurricane Canal, listed on the National Register of Historic Places, is a testament to community ingenuity and cooperation. Remnants of pioneer-era rock ditches are still visible in Springdale and Rockville, where irrigation made survival possible in an otherwise arid landscape.

The corridor also includes rare and historically significant bridges, such as the 1937 La Verkin Arch Bridge and the 1908 Virgin River Bridge, both of which reflect early 20th-century transportation innovation. Historic cemeteries, like the La Verkin City Cemetery and those in Grafton and Springdale, serve as quiet reminders of the generations who lived and labored in these towns.

Public buildings and community landmarks continue to preserve and interpret the area's history. The Hurricane Historic District and Pioneer Museum, the Zion Human History Museum, and the Old La Verkin Chapel are examples of how communities maintain a living connection to their past. Grafton, now a ghost town, draws descendants and visitors each year to remember the challenges early settlers faced, particularly in the wake of devastating floods that ultimately led to the town's abandonment.

The historic tithing granary is one of Springdale's oldest surviving buildings. Local Church of Jesus Christ of Latter-day Saints members once stored tithing contributions here, with names and amounts still visible in pencil on the door. A 2024 preservation project by the Town ensures its continued protection and public access.

The 1886 School House is part of the Grafton Historic District and listed on the National Register of Historic Places.

Economic shifts over time, from subsistence agriculture and sheep grazing to oil exploration and now tourism, reflect the evolving story of the Zion Scenic Byway. The dedication of Mukuntuweap National Monument in 1909, which became Zion National Park in 1919, was a turning point, transforming the region into an internationally recognized destination. Today, the byway welcomes millions of visitors annually, many drawn not only by the natural grandeur but also by the history embedded in its communities and landscapes.

This long and layered history is visible, accessible, and cherished. The people of the Zion Scenic Byway corridor take pride in preserving the physical and cultural remnants of their past and in sharing them with future generations.

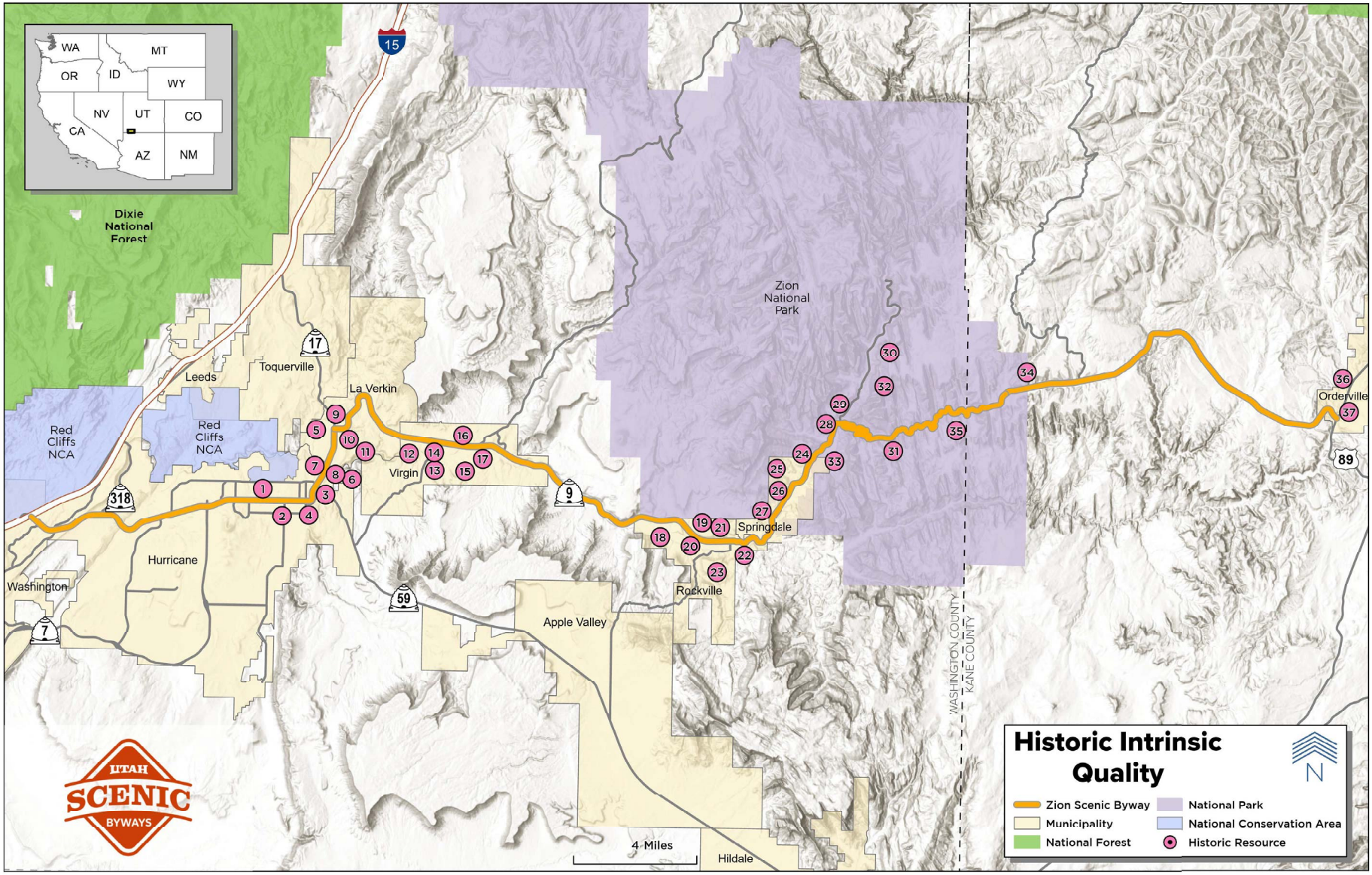
The Rockville Bridge, built in 1924, is a significant historic structure that provided the first reliable vehicle crossing of the Virgin River in the area.

UPDATED INTRINSIC QUALITY INVENTORY — HISTORIC

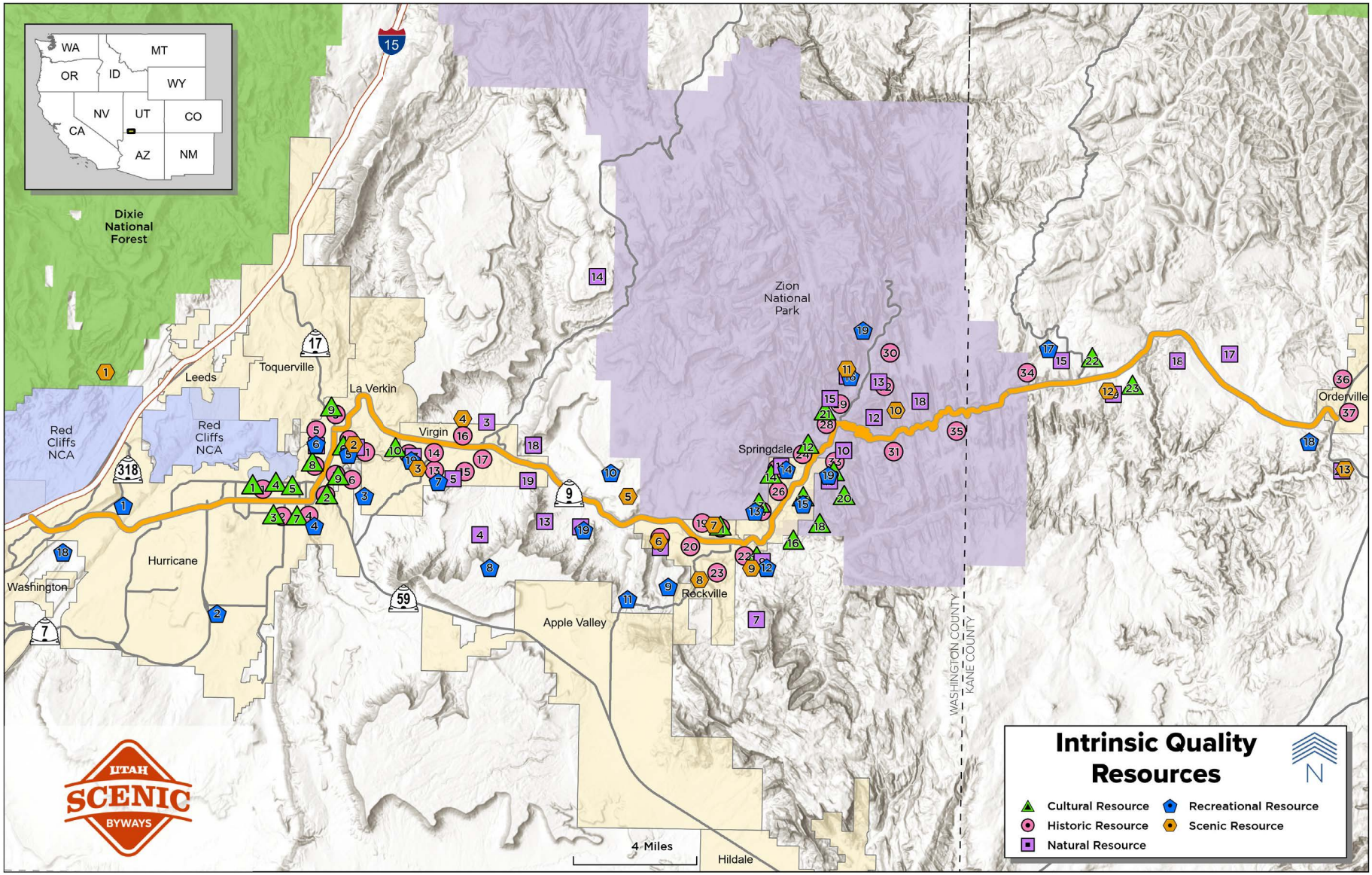
	Resource	Location	Description
1	Hurricane Historic District	Hurricane	The Hurricane, Utah Historic District embodies the legacy of early 20th-century settlement in the Virgin River valley, showcasing the community's development following the completion of the Hurricane Canal in 1904. The district includes well-preserved homes, civic buildings, and churches that reflect the town's original layout, architectural styles, and pioneering spirit. These historic features provide a tangible link to the area's past and offer meaningful opportunities for education, interpretation, and appreciation of Hurricane's agricultural and cultural heritage. NRHP
2	Hurricane Pioneer Museum	Hurricane	The Hurricane Pioneer Museum, housed in a historic building that once served as the town's original library and meeting hall, preserves and interprets the early history of Hurricane, Utah. Through artifacts, photographs, and exhibits, the museum tells the story of the community's founding, agricultural roots, and everyday pioneer life. It serves as a vital cultural resource, connecting visitors to the region's heritage and the legacy of its early settlers.
3	Hurricane Canal	Hurricane	The Hurricane Canal is a remarkable historic engineering feat that enabled the settlement and agricultural development of Hurricane, Utah, in the early 1900s. Hand-dug through rugged terrain by local pioneers, the canal represents the determination and cooperative spirit of the community. Remnants of the canal, along with interpretive trails and signage, offer insight into the ingenuity and effort that transformed the desert landscape into a thriving farming community. NRHP
4	Bradshaw House Hotel Museum	Hurricane	The Bradshaw House Hotel Museum in Hurricane, Utah, offers a window into the town's early hospitality industry and frontier life. Originally built as a hotel to serve travelers and settlers, the building now houses historical exhibits that showcase local artifacts, period furnishings, and stories from the community's formative years. NRHP
5	Confluence Park	La Verkin	Confluence Park in La Verkin, Utah, is a unique landscape where natural and historic features converge to tell the story of the region's past. The park includes the historic La Verkin Hydroelectric Plant (NRHP), an early 20th-century structure that brought electricity to the area and reflects the technological advancement and growth of the local community. A monument commemorating the Dominguez-Escalante Expedition of 1776 marks an earlier chapter of exploration and cultural exchange. Together, these features offer a layered historical experience that connects visitors to the enduring legacy of human activity in the Virgin River corridor.
6	Pah Tempe Hot Springs	La Verkin	Pah Tempe Hot Springs is a geologic and cultural landmark where mineral-rich, sulfuric waters emerge from the rock walls of the Virgin River Gorge. Named by the Ute people Pah Tempe meaning "water from the rock," the springs were long regarded as a sacred and healing place by Native American communities. Used for centuries prior to European settlement, the springs have also seen intermittent operation as a resort during the 20th century. Though currently closed to the public, Pah Tempe remains a site of cultural and historic significance within the byway corridor.
7	1937 La Verkin Arch Bridge	La Verkin	The 1937 La Verkin Arch Bridge is an enduring example of early 20th-century transportation infrastructure that played a vital role in connecting La Verkin to surrounding communities. With its elegant concrete arch design, the bridge reflects both the engineering advancements of its time and the region's growth in mobility and commerce. Still in use today for westbound traffic on SR-9, it stands as a testament to the craftsmanship and civic development that helped shape the Virgin River corridor.
8	1908 Virgin River Bridge	La Verkin	The 1908 Virgin River Bridge is a significant historic structure that marked a pivotal improvement in regional transportation and access across the Virgin River. As one of the earliest permanent crossings in the area, the bridge facilitated settlement, commerce, and connectivity in southwestern Utah. NRHP
9	La Verkin City Cemetery	La Verkin	The La Verkin City Cemetery is a historically significant site that reflects the settlement patterns and heritage of the local community. As the final resting place for many of La Verkin's early pioneers and families, the cemetery offers a tangible connection to the people who shaped the town's development.
10	Old La Verkin Chapel	La Verkin	The Old La Verkin Chapel is a significant historic structure that once served as a central gathering place for worship, community meetings, and local events. Built in the early 20th century, the chapel reflects the town's early architectural character and the importance of faith and community life in La Verkin's development. Its preservation offers a meaningful connection to the cultural and civic values of the area's early settlers.

	Resource	Location	Description
11	La Verkin Canal	La Verkin	The La Verkin Canal is a historic irrigation feature that played a vital role in the agricultural development of the La Verkin area. Constructed by early settlers, it enabled the cultivation of farmland on the benches above the Virgin River. Unlike the Hurricane Canal, which traverses steep cliffs and was built to bring water to newly established townsites, the La Verkin Canal followed a more localized route, serving existing homesteads and reinforcing the area's long-standing agricultural roots. Its preserved alignment and visible remnants stand as a testament to the region's pioneering resilience.
12	Sheep Shearing Corrals	La Verkin/ Virgin	The cedar-post Sheep Shearing Corral near Virgin was built by the Civilian Conservation Corps (CCC) to support livestock management in southern Utah. Constructed with closely spaced juniper posts and heavy wire, the corral featured dual crowding alleys, one designed for sheep and one for cattle, demonstrating its innovative design and adaptability. Serving as a central shearing and loading location for, it played a key role in the region's seasonal grazing economy. With its original layout and materials largely intact, the corral reflects the agricultural history that shaped the cultural landscape of the Virgin River corridor.
13	Sheep Bridge	Virgin	In the 1850s, the narrow canyon walls in the present day Sheep Bridge Preserve supported the first "sheep bridge," a one-lane crossing that ranchers used to move sheep single-file across the river. Rebuilt several times over the years, a plank pedestrian bridge still stands today next to the modern bridge built in 2000 that now spans the river. The steep rock walls it spans were originally called Timpoweap Canyon after a rock layer.
14	Virgin Town Heritage Square	Virgin	Virgin, founded in 1858 is one of the oldest cities in Washington County. The structures in Heritage Square were built in the mid 1860s and include the Old Church, the Old School, and the first jail.
15	Jepson House	Virgin	The Jepson House built in 1880 is located near Heritage Square at 15 E 130 S Virgin. It is still a private residence and is listed on the National Register of Historic Places in Washington County. NRHP
16	Pioneer Memorial Cemetery	Virgin	Historic pioneer cemetery.
17	Virgin Canal	Virgin	The Virgin Canal near Virgin, Utah, is a historic irrigation system constructed by early settlers to divert water from the Virgin River for agricultural use. Built through collective labor and simple tools, the canal made farming possible in the arid desert environment and supported the growth of the community.
18	Grafton Historic District	Rockville	The Grafton Historic District near Rockville, Utah, is a remarkably preserved ghost town that offers a vivid glimpse into the challenges and resilience of early Mormon settlement in the Virgin River Valley. Established in the 1860s and later abandoned due to flooding and isolation, the site includes original adobe and wood-frame buildings, a schoolhouse, and a cemetery. NRHP
19	Rockville Church	Rockville	A historic church and chapel located on Main Street in Rockville, this building now serves as a community center, continuing its legacy as a gathering place for local residents.
20	Rockville School House	Rockville	Historic schoolhouse built of native sandstone in the 1930s. Currently privately owned.
21	Rockville Cemetery	Rockville	Historic pioneer cemetery.
22	Rockville Bridge	Rockville	The Rockville Bridge, built in 1924, is a significant historic structure that provided the first reliable vehicle crossing of the Virgin River in the area. As a single-lane steel truss bridge, it played a crucial role in connecting Rockville and surrounding communities, supporting transportation, commerce, and regional development. With its original design and materials largely intact, the bridge stands as a testament to early 20th-century engineering. NRHP
23	Deseret Telegraph and Post Office	Rockville	As part of the Deseret Telegraph system established by the Church of Jesus Christ of Latter-day Saints in the 1860s, the structure at 91 West Main Street in Rockville once served as both a telegraph and post office. The office operated from a frame addition to a rock house originally built by Edward Huber in 1864. The telegraph line was likely discontinued around the turn of the 20th century. NRHP

	Resource	Location	Description
24	Bishop's Granary	Springdale	The Springdale Bishop's Tithing Granary, built circa 1891, is a gable-entry log building. The building is significant as a rare example of a log building identified as a tithing granary used by the bishops of the Springdale Ward of the Church of Jesus Christ of Latter-Day Saints. The period of significance is estimated to be 1891 to approximately 1931, when the building was located near the church property.
25	Hilltop Cemetery	Springdale	Like many small towns in rural Utah, Springdale has a historic pioneer cemetery where some of the founders of the Town are buried. While no longer used for the interment of remains, the Pioneer Cemetery offers a fascinating look back at life in Springdale when it was first settled.
26	Springdale Jail	Springdale	The Springdale jail was built in 1935 by the Civil Conservation Corps (CCC). It is a one-story sandstone building with excellent integrity. The town of Springdale is preserving the structure and preparing a National Register of Historic Places nomination.
27	Under the Eaves Inn	Springdale	Originally built as the Christensen House, Under the Eaves Inn is a period revival cottage constructed between 1930 and 1936. Significant for its architecture, the framed house is an eclectic mix of stucco, cobblestone, and sandstone. It is Springdale's oldest operating Bed and Breakfast Inn. NRHP
28	Zion Human History Museum	Zion National Park	The Zion Human History Museum features exhibits from the park's permanent collection that explore the region's cultural history and the powerful role of water in shaping both the landscape and human settlement. Topics include geology, wildlife, survival, and the development of community in Zion Canyon.
29	Pine Creek Historic District	Zion National Park	The Pine Creek Historic District is located approximately between the Zion Human History Museum and Canyon Junction. Visible on the west side of the road, the buildings in this district include some of the earliest National Park Service structures constructed to house and support park ranger staff.
30	Zion Lodge Historic District	Zion National Park	The Zion Lodge Historic District, located within Zion National Park, encompasses a collection of structures designed in the National Park Service rustic style to harmonize with the surrounding landscape. Originally constructed in the 1920s and 1930s, the district includes the main lodge, cabins, employee housing, and service buildings. NRHP
31	Pine Creek Bridge	Zion National Park	The Pine Creek Bridge, completed in 1930 as part of the Zion-Mount Carmel Highway, is a striking example of National Park Service rustic architecture. Constructed from locally quarried Navajo sandstone, the bridge blends seamlessly into the surrounding landscape.
32	Zion Canyon Scenic Drive	Zion National Park	Built between 1916 and the 1930s, the Zion Canyon Scenic Drive (also known as the Floor of the Valley Road) holds historical significance as the original route developed to provide visitor access deep into Zion Canyon. The road follows the North Fork of the Virgin River, carefully designed to trace the natural contours of the canyon floor.
33	Zion South Monument	Zion National Park	Located just before the park's South Entrance, this stone and timber monument, built in the 1930s, is a historic landmark of Zion National Park. It remains an iconic photo spot where visitors often pause to mark their arrival. NRHP
34	Zion East Monument	Zion National Park	Located just before the park's East Entrance, this stone and timber monument, built in the 1930s, is a historic landmark of Zion National Park. It remains an iconic photo spot where visitors often pause to mark their arrival. NRHP
35	Zion Mt. Carmel Highway	Zion National Park	The Zion-Mount Carmel Highway is the approximate 10 miles of the byway that lie within Zion National Park. It was constructed between 1927 and 1930 to create a direct route connecting Zion, Bryce Canyon, and Grand Canyon National Parks. A centerpiece of the project, the 1.1-mile Zion-Mount Carmel Tunnel, was completed in 1930 and, at the time of its dedication on July 4, was the longest tunnel of its kind in the United States. The highway offers access to striking natural features, including the Great Arch - a massive blind arch in Navajo sandstone spanning 600 feet across and rising 400 feet high, and Checkerboard Mesa - a prominent slickrock formation marked by distinctive crossbedding and jointing patterns carved by weathering and erosion.
36	Maynard Dixon House Museum & Studio	East Zion/ Kane County	The Maynard Dixon House Museum & Studio in Mt. Carmel, Utah, preserves the home and creative workspace of one of the American West's most iconic artists. Built in the 1930s, the property includes Dixon's original studio and residence, where he lived and painted some of his most celebrated southwestern landscapes. With its authentic architecture, setting, and association with Dixon's legacy, the site holds significant historic value and offers visitors a deep appreciation for the artistic and cultural history of the region.
37	Mt. Carmel Church and School	East Zion/ Kane County	Also known as the Historic Rock Church, the Mt. Carmel Church and School is located in the Mt. Carmel community. The log building was built in 1880 and used as a church, schoolhouse, and recreation hall. In 1890 it was converted into a stone structure. NRHP



Map 8: Historic Intrinsic Quality



Map 9: Intrinsic Quality Resources

ARCHEOLOGY IN THE ZION SCENIC BYWAY CORRIDOR

The Zion Scenic Byway corridor is rich in archaeological resources that reflect thousands of years of human history and cultural continuity. Evidence of Desert Archaic culture has been found throughout southern Utah, including along the Virgin River corridor near Zion National Park. Their presence is part of the deep cultural history that precedes both the Ancestral Puebloan and Southern Paiute periods. By around 1200 AD, Southern Paiute communities had established a long-standing presence, maintaining deep cultural and spiritual ties to the land that continue to this day.

Archaeological sites within the corridor include habitation areas, agricultural features, rock art panels, and artifact scatters, many of which are considered sacred by Tribal Nations. These sites are non-renewable and highly sensitive to disturbance. To protect these fragile resources, no archaeological sites will be promoted or interpreted for byway travelers. Their locations remain undisclosed to prevent vandalism and unintentional damage. Responsible stewardship and respectful visitation practices are essential to preserving the cultural heritage embedded in the Zion Scenic Byway landscape.

PROTECTION STRATEGIES

Washington County

The Scenic Byway Overlay Zone (SBOZ) for the Zion Scenic Byway in Washington County functions as a land use and design tool that protects the corridor's intrinsic qualities, particularly its scenic and natural character, while still allowing for thoughtfully planned development.

The SBOZ applies exclusively to unincorporated areas along SR-9 within Washington County, Utah. It does not extend into incorporated municipalities such as Hurricane, La Verkin, or Springdale. According to the county's zoning ordinance, the SBOZ encompasses the segment of SR-9 beginning at the intersection with SR-17 in La Verkin and continuing eastward to the south entrance of Zion National Park.

The SBOZ regulations prioritize the preservation of the Zion Scenic Byway's dramatic landscapes, viewsheds, and natural features through several key mechanisms:

- **Setbacks and Screening:** Development must be set back a minimum of 100 feet from the byway and 50 feet for surface parking. All visible structures and parking areas must be screened using native-style landscaping and berms, preserving uninterrupted scenic views.
- **Grading and Siting Restrictions:** Natural land contours must be respected. Large-scale cut-and-fill operations are prohibited on slopes over 10%, and development must blend with existing topography to avoid visual scarring.
- **Design Standards:** Architecture must reflect regional styles such as "Parkitecture" or "Desert Modern," using natural materials and earth-tone colors to harmonize with the environment. Structures cannot exceed 28 feet in height and must vary rooflines to reduce bulk.
- **Dark Sky Protections:** Strict outdoor lighting standards are enforced to preserve night sky visibility, including limits on fixture brightness, shielding requirements, and temperature restrictions (3000K max).
- **Landscape and Water Conservation:** Development must follow xeriscaping principles and protect existing native vegetation. Turf use is restricted, and irrigation systems must be efficient and climate appropriate.
- **Key Viewing Areas:** The overlay specifically protects designated vistas, interpretive sites, and pullouts that offer signature views of the Zion landscape, requiring development in these areas to be especially unobtrusive.

The overlay zone creates a framework that allows existing development to be enhanced and new development to be accommodated, but only if done in a way that reinforces the corridor's unique character:

» **Existing Uses:** Current developments that no longer conform to new standards are considered "nonconforming" but are allowed to continue. However, significant expansions (e.g., increases in building size or parking area by 20% or more) must comply with current overlay requirements, including setbacks, landscaping, and lighting.
» **New Development:** Projects must undergo rezoning to a Planned Development-Scenic Byway Overlay Zone (PD-SBOZ) designation. This process encourages developers to create master-planned projects that account for visual, environmental, and recreational considerations from the outset. This flexibility allows for a mix of uses (residential, commercial, lodging, or civic) provided the design integrates with the byway's values.
» **Use Restrictions:** Incompatible uses such as industrial or large-scale commercial development are prohibited along the byway. Neighborhood-scale services, lodging, and tourism-related enterprises are supported when designed to minimize visual and environmental impact.
» **Infrastructure Coordination:** Development must align with county plans for trails and recreation, and projects near existing or planned public infrastructure may be required to build connections, fostering integration with broader outdoor recreation goals.

In sum, the SBOZ functions as a proactive planning strategy. It does not halt development but ensures that what is built complements rather than compromises the scenic and natural qualities that make the Zion Scenic Byway exceptional. It balances growth with stewardship, allowing the corridor to evolve in ways that honor its landscape, cultural significance, and appeal to travelers and residents alike.

Town of Springdale

The Town of Springdale has established a comprehensive zoning framework designed to protect its small-town feel and the visual integrity of the Zion Scenic Byway. The town's zoning ordinance includes specific design standards that regulate building appearance, scale, and materials to ensure new developments harmonize with the natural surroundings. These standards are detailed in the Zoning Design Standards Manual.

Credit: Matt Morgan and the Utah Office of Tourism

Zion National Park

The Zion National Park General Management Plan (GMP) serves as a long-term strategy to preserve the park's outstanding resources, including those visible along the Zion-Mount Carmel Highway, which is a core segment of the Zion Scenic Byway. Though much of the plan addresses backcountry and wilderness management, it includes significant measures that directly impact the scenic, natural, and cultural integrity of the byway corridor.

How the GMP Protects Intrinsic Qualities in the Byway Corridor:

1. Preservation of Visual Character and Viewsheds

The GMP emphasizes protecting scenic views, particularly those experienced from roads and developed areas. This includes managing vegetation, preventing visual intrusions, and ensuring that any facility improvements or additions remain visually subordinate to the surrounding landscape.

2. Management of Park Infrastructure and Development

The plan guides where and how new facilities such as interpretive signage, pullouts, and parking areas can be located along the Zion-Mount Carmel Highway. Developments must be sensitively sited and designed using natural materials and low-profile construction to avoid disrupting scenic quality.

3. Visitor Use and Transportation Planning

The GMP promotes alternative transportation strategies to reduce congestion, noise, and visual clutter along the byway. It also calls for enhancing visitor understanding and appreciation of the park's values through better signage and interpretation, without compromising the natural setting.

4. Cultural and Historic Resource Protection

Historic resources, including the Zion-Mount Carmel Tunnel and associated features of the byway, are to be preserved as integral elements of the park experience. Their protection ensures the corridor's historical and cultural intrinsic qualities remain intact.

5. Sustainable Resource Management

Natural features such as geology, wildlife habitat, and riparian areas that contribute to the byway's intrinsic values are prioritized for protection, with limits on use intensity and mitigation strategies to prevent degradation.

The ***Zion GMP functions as a protection strategy*** for the Zion Scenic Byway by setting standards for visual integrity, sustainable development, and resource conservation along the Zion-Mount Carmel Highway. It allows for thoughtful enhancements to visitor infrastructure while ensuring that any new development reinforces the scenic, natural, and cultural qualities that define the byway.

A view of The Watchman from the Zion Canyon Visitor Center, one of Zion's most iconic landmarks.

Bureau of Land Management

Kanab Field Office Resource Management Plan (RMP)

The Bureau of Land Management's (BLM) Kanab Field Office Resource Management Plan (RMP) includes several key strategies to protect the region's natural, scenic, cultural, and recreational resources, reflecting a comprehensive approach to landscape and resource stewardship.

Natural and Scenic Resource Protection

The plan designates Visual Resource Management (VRM) classes across the landscape, with VRM Class II areas prioritized for maintaining scenic quality by limiting visible changes to the natural landscape. These designations help preserve the visual integrity of public lands seen from high-use corridors and recreation areas. The RMP also identifies Areas of Critical Environmental Concern (ACECs) to protect unique ecological features, such as riparian zones, rare plant communities, and wildlife habitats. Surface-disturbing activities are restricted in these zones, and best management practices are applied to limit erosion, water contamination, and habitat fragmentation.

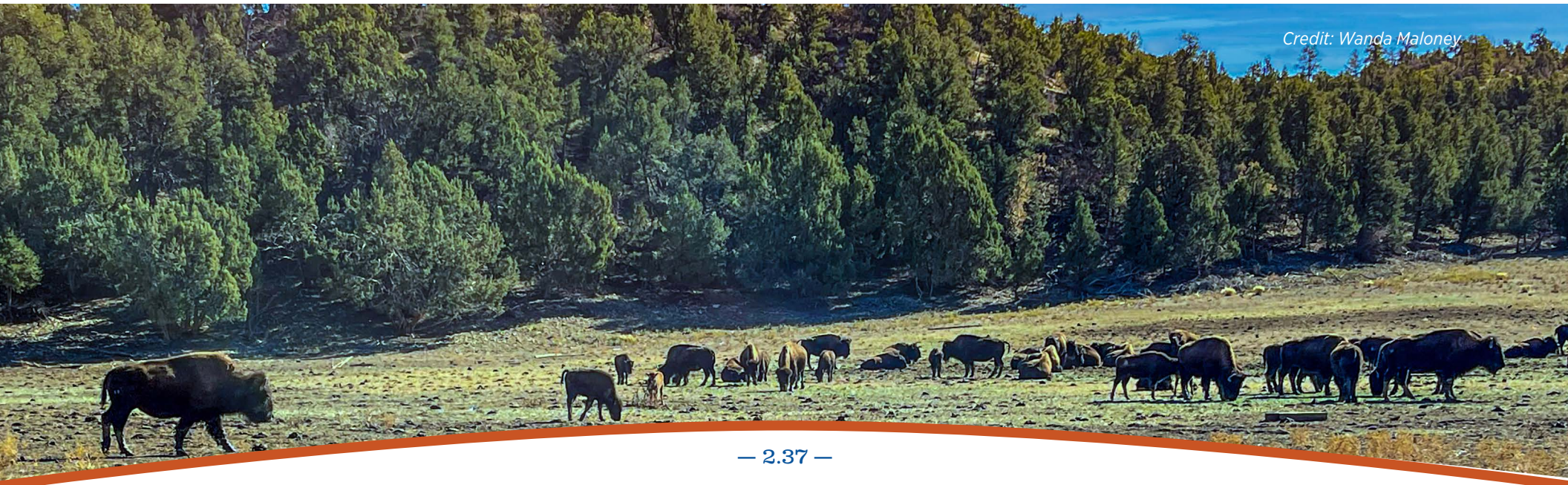
Cultural Resource Strategies

To protect cultural resources, the RMP emphasizes proactive inventorying and predictive modeling to identify high-probability areas for archaeological and historic sites. Development activities are subject to cultural resource surveys and avoidance requirements. The plan includes special stipulations for areas with high cultural sensitivity, ensuring that surface disturbances, recreational development, and infrastructure projects avoid or minimize impacts. It also promotes collaborative management with Tribal Nations, supports access for traditional uses, and encourages interpretation that reflects Indigenous perspectives.

Recreational Resource Management

The RMP divides the planning area into Recreation Management Zones (RMZs), which guide the type and intensity of recreational use. In high-use areas, infrastructure may be developed to support visitor needs while limiting environmental impact, whereas backcountry and primitive zones are managed for solitude and minimal development. Restrictions on off-highway vehicle (OHV) use, designated camping policies, and trail planning all aim to sustain high-quality visitor experiences while reducing user conflicts and resource degradation. Special Recreation Management Areas (SRMAs) are designated to concentrate and manage recreation around key destinations.

Together, these strategies establish a strong framework to balance public land use and conservation, ensuring that the natural beauty, cultural heritage, and recreational opportunities of the Kanab Field Office region are maintained for future generations.



Credit: Wanda Maloney

Public-Private Land Conservation Efforts

Numerous organizations are actively engaged in land conservation within the Zion Scenic Byway corridor, with a shared goal of preserving the Virgin River's natural environment and the surrounding landscapes. Their efforts are largely focused on the use of conservation easements, land acquisition, and habitat management to maintain the scenic, natural, and ecological integrity of the region.

The Nature Conservancy (TNC) has played a leading role in conserving critical habitat along the Virgin River, including fee-title ownership of properties in Virgin and Rockville and facilitation of easements in areas adjacent to Zion National Park. TNC's primary interest is protecting riparian ecosystems that support native fish, bird species, and other wildlife. The Virgin River Land Trust (VRLT) is one of Utah's oldest land trusts, with over 30 years of experience preserving lands in Washington County. VRLT specializes in acquiring and holding conservation easements, especially along the Virgin River and in areas adjacent to Zion National Park, such as Smith Mesa. They provide long-term stewardship, monitoring, and support to landowners and partners pursuing conservation goals. Additional Partners include the Zion Forever Project, The Conservation Fund, Trust for Public Land, and the Forest Legacy Program.

Across the corridor, a mosaic of protected lands has been established through various conservation tools. The shared vision among partners is to limit development in sensitive areas, sustain ecological functions, and maintain open space that supports both wildlife and public enjoyment. Current and future conservation efforts will be informed by collaborative planning, mapping of priority lands, and a coordinated response to new opportunities.

Invasive species removal along the Virgin River in Springdale.

Chapter 3: Visitor Experience

The Zion Scenic Byway visitor experience is shaped by a wide range of factors. Every interaction a traveler has with the byway, its communities, and its resources contributes to how the experience is remembered and shared.

This chapter brings together several interconnected elements that define and support the byway visitor experience. It begins with an overview of the byway journey in three key stages and includes findings from the Visitor Experience Assessment conducted as part of this Corridor Management Plan update. The assessment helped identify enhancements that can support a seamless, informed, and meaningful experience for byway travelers.

Building on those insights, the chapter highlights practical enhancements such as pullouts with map panels, comprehensive wayfinding signage, and local hospitality training - all designed to help communities manage tourism while enriching the traveler's connection to the place. It also underscores the importance of interpretation, drawing from the 2015 Zion Scenic Byway Interpretive Plan and showcasing existing resources that tell the stories of the corridor's scenic, natural, cultural, and historic assets.

Together, these strategies and tools support a visitor experience that is welcoming, intuitive, and memorable, ensuring the Zion Scenic Byway continues to inspire both exploration and stewardship.

THE BYWAY VISITOR EXPERIENCE

The visitor experience of a byway involves both tangible elements like scenic views and historic buildings, and intangible elements like authenticity and hospitality all working together to meet travelers' needs and expectations. A good scenic byway accommodates these needs and interests to create a rewarding experience that travelers want to repeat and share.

Byway visitor survey data shows that word-of-mouth is the most effective form of marketing for scenic byways. It is not only how most travelers learn about byways, but also the most trusted source of trip-planning information. This underscores the importance of every visitor interaction with the byway - whether in person, online, or through community touchpoints - as each experience shapes future recommendations and traveler perceptions.

Credit: Kyle Gubler

The byway visitor experience occurs in three stages:

Stage 1: Trip Planning

Stage 1 begins as soon as a traveler decides to visit a byway and ends when they arrive somewhere along the route. Their decision to visit might be influenced by word of mouth, the byway website, a brochure, or an advertisement. A complete visitor experience is achieved when a traveler has the information necessary to plan what and where they want to travel before they arrive on the byway.

Stage 2: Traveling & Experiencing

Stage 2 of the visitor experience begins when a traveler arrives on the byway. While driving, visitors must be able to navigate the route safely and have consistent reassurance that they remain on the route. Getting lost creates strong negative emotions that can become the lasting memories of a trip. Navigation on most byways is provided by road signs, but could also be assisted by phone apps, maps (printed or mobile), or a comprehensive wayshowing system. It should be noted, however, that survey data reveals at least one-third of byway travelers do not plan to drive the route in advance and arrive on the byway without printed or downloaded apps or materials. For these travelers, directional signage is essential.

Meeting travelers' basic visitor service needs is also required for a rewarding experience, which means providing adequate information about where to find fuel, food, restrooms, and lodging.

Stage 3: Remembering and Sharing

Stage 3 begins when the traveler leaves the byway. Visitors will leave with memories of their experiences, and often photographs, mementos, and souvenirs. What visitors remember and for how long is linked to many factors including the tendency for visitors to talk about their experiences among those in their travel party, and later with friends, family, and co-workers. Current research indicates that 90% of Americans consider word-of-mouth recommendations from friends and family the most worthwhile form of promotion.

Corridor Solutions

ZION SCENIC BYWAY VISITOR EXPERIENCE ASSESSMENT

As part of the Zion Scenic Byway Corridor Management Plan update, a Visitor Experience Assessment was conducted in late 2024 to better understand the needs and expectations of byway travelers and to identify opportunities to enhance the overall visitor experience. The assessment focused on the three key stages of the byway visitor experience: Trip Planning, Driving and Experiencing, and Remembering and Sharing.

The assessment confirmed that the Zion Scenic Byway offers a distinctive and memorable travel experience, with abundant scenic viewsheds, opportunities for outdoor recreation, and cultural discovery. It also identified several areas where enhancements could further support a high-quality visitor experience and help ensure that travelers are well-prepared, informed, and engaged throughout their journey.

Key recommendations include:

- **Trip Planning:** Additional trip-planning information should be developed and made easily accessible through a centralized online presence. This includes updated maps, travel tips, and interpretive content that introduces travelers to the full range of experiences along the byway. Collaboration with partners to improve consistency and visibility of information across platforms is also encouraged.
- **Driving and Experiencing:** Wayfinding and interpretation can be strengthened through comprehensive signage, consistent route markers, and the development of printed and digital visitor materials. Enhancing interpretive resources, such as brochures, kiosks, and digital tours, will help deepen travelers' connections to the byway's natural, cultural, and historic assets.
- **Remembering and Sharing:** Providing more opportunities for visitor engagement and feedback, such as surveys, social media content, or digital review platforms, can help encourage word-of-mouth promotion and provide valuable insights into traveler experiences.

Many of these recommendations have been integrated into the CMP Action Plan in Chapter 6 and will be considered further as additional implementation strategies are developed. The assessment provides a helpful framework for ensuring that future improvements align with visitors' needs and support the long-term vision for the Zion Scenic Byway.

Credit: Wanda Maloney

TOURISM MANAGEMENT AND VISITOR-FOCUSED CORRIDOR ENHANCEMENTS

In addition to the Visitor Experience Assessment recommendations, byway stakeholders explored a range of strategies during the CMP development. These strategies aim to help communities along the Zion Scenic Byway manage growing tourism, reduce pressure in high-use areas, and create a more seamless, cohesive visitor experience throughout the corridor. Enhancements that support visitor orientation, navigation, and engagement were identified to improve the overall quality of the byway experience while advancing sustainable tourism goals.

The following strategies were highlighted as practical, achievable actions that can be implemented over time by local communities and partners. Each supports a more informed, confident traveler and helps ensure that travelers and economic benefits are more evenly distributed along the route, while reinforcing the byway's unique identity and values.

Pullouts and Map Panels

Well-designed roadside pullouts enhance the byway experience by providing safe areas for travelers to stop, enjoy the scenery, and access valuable information. Adding or improving pullouts along the Zion Scenic Byway, especially with interpretive elements and map panels, can help visitors orient themselves to the 57-mile route, discover attractions in byway communities, and feel more confident exploring the corridor.

Map panels located at pullouts or other high-visibility areas can:

» Reinforce that travelers are on a scenic byway
» Help visitors locate services and attractions
» Encourage exploration beyond Zion National Park
» Provide QR codes linking to additional resources

These enhancements support both safety and storytelling, while expanding visitors' awareness of the byway's full range of experiences. As demonstrated by other byways, sponsored map panels can also help offset installation and maintenance costs.

"The Lakes" pullout on the Katahdin Woods & Waters Scenic Byway highlights the route near Baxter State Park's entrance, encouraging park visitors to explore the 89-mile byway and its gateway communities—a model that could similarly help Zion National Park travelers discover the Zion Scenic Byway.

Accurate, easy-to-find maps help travelers navigate byways confidently, even without cell service, and ensure they don't miss key experiences in byway communities.

Potential visitor sites were identified in the 2015 Interpretive Plan, and a paved pullout on the East Zion segment of the route (approximately two miles west of the US-89 junction) would also make an ideal location for a map panel.

Wayfinding Signage

Effective wayfinding signage helps travelers navigate the byway confidently, safely, and enjoyably. By clearly identifying the Zion Scenic Byway route and its key features, including scenic pullouts, recreational sites, and visitor services, wayfinding signage plays a vital role in supporting a seamless travel experience.

Comprehensive signage along the corridor can:

» Confirm to travelers that they remain on the byway
» Reduce navigation errors and missed turns
» Highlight attractions and services along the route
» Reinforce the byway's identity through consistent branding
» Improve safety through clear, timely directional cues

Wayfinding systems may include byway logo route markers, directional signs to attractions, and signage at pullouts or interpretive stops. The use of Tourist-Oriented Directional Signs (TODS) may also be explored to guide visitors to local businesses and amenities, modeled after programs in other states. Together, these elements help ensure that visitors can both find and fully appreciate all the Zion Scenic Byway has to offer.

The Outer Banks National Scenic Byway in North Carolina incorporates its logo into comprehensive wayfinding signage, making traveler information easy to recognize and follow along the route.

HOSPITALITY TRAINING

Hospitality training equips front-line staff and volunteers at lodging, restaurants, attractions, parks, and visitor centers with the tools to provide welcoming, informed, and helpful interactions that enhance the overall visitor experience.

Benefits of hospitality training include:

» Improving the quality of visitor interactions through accurate, friendly guidance
» Promoting lesser-known attractions and services along the byway
» Encouraging shuttle use and better visitor flow, reducing congestion at high-traffic sites
» Supporting local businesses and extending visitor stays
» Increasing staff confidence and professionalism, especially when tied to recognized certifications

Whether delivered through grassroots community efforts or formal programs, these trainings help ensure that every visitor contact point reinforces a positive, well-informed impression of the Zion Scenic Byway and its surrounding communities.

Together, the strategies outlined in this section provide a clear framework for improving visitor orientation, navigation, and engagement along the Zion Scenic Byway. Initial steps for implementing these enhancements are included in the Chapter 6 Action Plan and will be considered further as additional implementation strategies are developed.

INTERPRETATION

The Zion Scenic Byway Interpretive Plan (2015) provides a comprehensive framework to help travelers connect with the cultural, natural, historical, and recreational resources found along the segment of State Route 9 that includes the communities of La Verkin, Virgin, Rockville, and Springdale. Developed to support interpretation along this portion of the byway, the plan establishes storytelling themes and strategies that reflect the area's unique sense of place and enhance the visitor experience. It encourages travelers to view the byway not simply as a route to Zion National Park, but as a destination in its own right, rich with meaningful stories and diverse landscapes.

The primary interpretive theme identified in the plan is:
Experience the wonderful byway journey to Zion and explore the wealth of experiences the communities along the way have to offer.

This central idea is supported by subthemes and key messages that focus on topics such as the Virgin River and canal systems, regional geology, the diverse ecosystem, and the distinct heritage and local stories of each byway community.

Zion SCENIC BYWAY
LA VERKIN · VIRGIN · ROCKVILLE · SPRINGDALE
Interpretive Plan
Prepared for Zion Canyon Corridor Council

Corridor Wide Subthemes

SUBTHEME

The Virgin River and the canal system brought water to the surrounding communities and was vital to farming and development of the byway communities

MESSAGE: The Virgin River, Utah's first Wild and Scenic River

The Virgin River is a nearly 160-mile-long tributary of the Colorado River. The Virgin River Basin has supported life over thousands of years, up to the current communities living along the byway today. It was designated as Utah's first Wild and Scenic River, (within the boundaries of Zion Nation Park) in 2009, during the centennial celebration of Zion National Park. The Virgin River is responsible for carving Zion Canyon and creating much of the beauty that makes Zion National Park one the most visited areas in the country.

The Virgin River was integral to the development of the area and made it possible for the area to develop and support farming and ranching. For thousands of years, the Virgin River has been a means of recreation, farming and survival in the desert climate. Much of the Zion Scenic Byway follows the Virgin River closely. The river provides numerous recreational opportunities, including fishing, rafting, tubing, and canoeing.

The Virgin River, with Angels Landing and Observation Point in the Background
Photo Credit: National Park Service, Marc Neidig

MESSAGE: Virgin River Habitat
The Virgin River is a major riparian area in the southwest, providing habitat or migration corridors to more than 200 species of wildlife. The Virgin River system is unique in that it flows nearly uninterrupted through every life zone from the sub-alpine to the Mojave Desert.

Kimley»Horn 13

Highlights include:

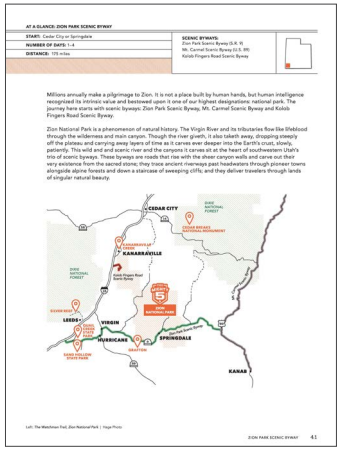
» The Virgin River as both a life-sustaining natural force and a defining visual and ecological feature of the byway.
» The area's geological significance including features like the Hurricane Fault and Moenkopi Formation.
» The human history and settlement stories of each town, including pioneer irrigation systems, Civilian Conservation Corps (CCC) projects, and historic buildings like the Rockville Bridge and La Verkin Chapel.
» The importance of Native American presence, particularly the Southern Paiute people, and their cultural contributions and traditional land use.
» Recognition of the diverse plant and wildlife species, shaped by the meeting of the Colorado Plateau and Basin and Range physiographic provinces.

The plan emphasizes that interpretation should not only educate but also inspire stewardship and a sense of place. Subthemes and messages are tailored for community-specific content and coordinated across the corridor to ensure a cohesive, compelling visitor experience.

In support of this framework, the plan also outlines potential interpretive sites, identifies suitable media formats, and encourages collaboration between community stakeholders, land management agencies, and tourism partners.

Since its adoption in 2015, the Zion Scenic Byway Interpretive Plan has served as a valuable guide for enhancing interpretation and deepening the visitor experience along the corridor. While the plan outlines seven potential interpretive projects, only one has been implemented to date. This highlights both the complexity of implementing multi-jurisdictional interpretive efforts and the continued opportunity to use the plan as a foundation for future collaboration and investment.

This Corridor Management Plan update reaffirms the relevance of the original interpretive framework while also expanding its scope. It offers a timely opportunity to incorporate the City of Hurricane and the portion of the byway within Kane County into interpretive planning, creating a more unified, corridor-wide approach to storytelling, orientation, and stewardship across the full length of the Zion Scenic Byway. As the interpretive plan is being revised and expanded as outlined in the Chapter 6 Action Plan, special effort will be made to connect visitors to existing interpretive materials.

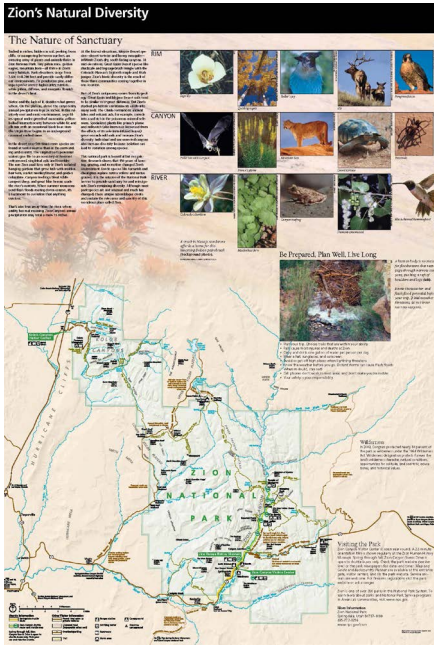


Existing Interpretive Materials

Utah Scenic Byways Guide

Published by the Utah Office of Tourism, the downloadable Utah Scenic Byways Guide is a statewide resource that highlights the unique stories, landscapes, and experiences offered along Utah's 27 designated scenic byways. For the Zion Scenic Byway, the guide serves as an introductory interpretive tool that positions the route within the broader network of scenic drives across the state. It encourages travelers to explore the region beyond Zion National Park and introduces the natural, historical, and cultural richness of the byway corridor. By featuring the Zion Scenic Byway alongside other iconic routes, the guide helps reinforce the corridor's identity as a meaningful destination in its own right and supports coordinated marketing and storytelling efforts statewide.

Zion National Park Brochure



Available in print and as a downloadable PDF, the official park brochure provides an overview of Zion's geology, the role of water in shaping the landscape, the area's human history, and its diverse plant and animal life. A detailed park map is also included.

VisitUtah.com

This online guide highlights the scenic, geologic, and historical significance of the Zion–Mt. Carmel segment of SR-9, including the iconic 1920s-era tunnel and nearby trails like Canyon Overlook. It serves as a valuable interpretive resource by introducing travelers to the byway's eastern landscapes and encouraging exploration beyond Zion Canyon. The site offers orientation, storytelling, and planning tips that align with corridor-wide interpretive goals.

NPS.gov

The Zion–Mt. Carmel Highway segment of the byway, located within Zion National Park, is featured on the National Park Service website. The site offers historical context for the highway and tunnel, along with practical information for travelers regarding tunnel access and use. In addition, the site offers detailed interpretive content on the park's geology, diverse ecosystems, and rich human history. It explores natural features like canyons and cliffs, highlights native wildlife, and presents the cultural and archaeological legacy of Indigenous peoples and early settlers. This content supports a deeper understanding of the resources visible along the Zion Scenic Byway.

Zion Canyon Visitor Center

Located just inside the Park's south entrance, the Zion Canyon Visitor Center offers trip planning information, the Zion Forever Project bookstore, outdoor exhibits, and ranger-led interpretive programs.

Visitors gather for a ranger-led interpretive talk at the Zion Canyon Visitor Center, gaining insights into the park's natural and cultural stories.

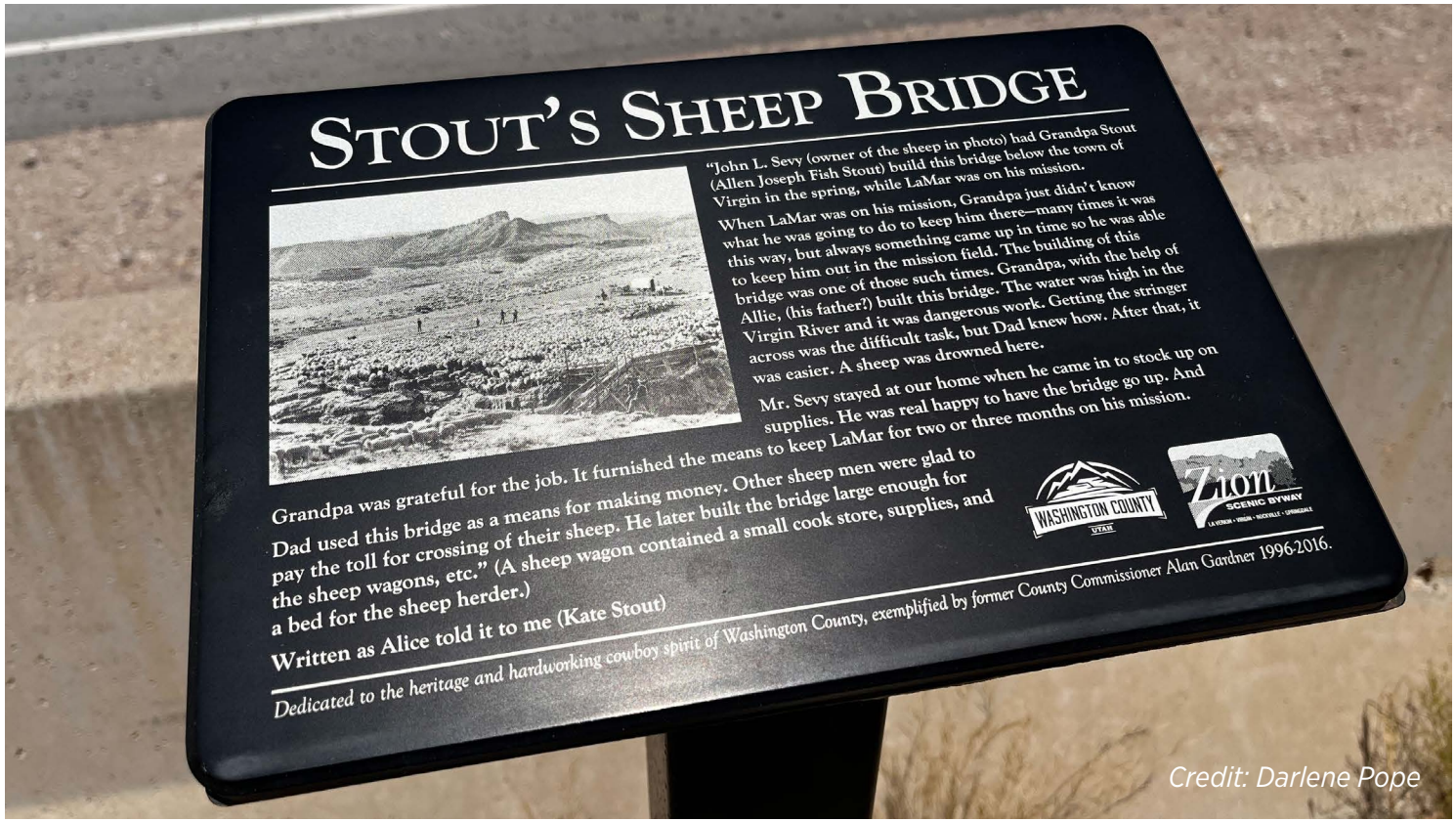
Zion Human History Museum

The Zion Human History Museum features artifacts and exhibits from Zion National Park's permanent collection, highlighting the area's rich human history. It explores how water has shaped both the landscape and the lives of people in Zion Canyon for thousands of years. Topics include geology, wildlife, plant life, survival, and community.

CCC Sheep Corrals Interpretive Site
Located between La Verkin and Virgin, this site includes a paved pullout and two covered interpretive panels. The interpretive content includes the history of the corrals, sheep herding, and use of the historic corrals for both sheep and cattle herding. The second panel discusses Hurricane Mesa and the Hurricane Mesa Test Facility.

Sheep Bridge Nature Preserve
A series of interpretive panels at the Sheep Bridge Nature Preserve feature information about rare and vulnerable species within the Virgin River corridor and relay a first-hand account of the building of the first "sheep bridge," a one-lane crossing that ranchers used to move sheep single-file across the Virgin River. Rebuilt several times over the years, a plank pedestrian bridge still stands today next to the modern bridge that now spans the river.

Additional interpretive information relevant to the Zion Scenic Byway is available at a variety of locations throughout the region including visitor centers, museums, parks, and trailheads. While these materials may not be specific to the byway corridor, they provide valuable context that deepens the understanding of many byway resources. The Corridor Management Plan supports efforts to better link these existing interpretive assets so that travelers can more easily access and engage with them, rather than having to seek them out independently. This coordinated approach will help create a more seamless and enriched visitor experience.



Credit: Darlene Pope

Interpretive panels at Sheep Bridge Nature Preserve share the area's ecological significance and ranching history, with views of the original sheep crossing and its modern replacement nearby.

MARKETING AND TOURISM DEVELOPMENT

Marketing efforts along the Zion Scenic Byway are focused on tourism management - encouraging visitors already within the corridor to explore more of what byway communities have to offer. With Zion National Park welcoming nearly five million visitors annually, the byway sees exceptionally high volumes of pass-through traffic. While some resources, destinations, and businesses are at or over capacity during peak seasons, other communities along the route have the ability and desire to welcome more visitors.

Zion Scenic Byway marketing will center on strategies to guide existing visitors toward experiences that align with their preferences and interests in places that are eager to accommodate them. By tailoring messaging to specific traveler segments, such as outdoor adventurers, heritage travelers, birders, and RV users, destinations with available capacity can invite deeper engagement. These travelers are likely to stay longer, spend more, and develop a stronger connection to the region when offered meaningful, interest-based opportunities beyond the park gates.

Developing a recognizable and trusted byway brand is critical to this effort. National park visitors are more likely to venture into surrounding communities when they feel confident in the quality and authenticity of the experience. A strong brand builds that trust - inviting travelers to explore beyond Zion, discovering each community's unique story, and connecting with the landscapes, people, and resources that make the corridor a one-of-a-kind experience.

By positioning the Zion Scenic Byway as a cohesive, story-rich linear experience, byway marketing can unify regional efforts, support local economies, reduce pressure on overburdened resources, and ensure high-quality, memorable visits that benefit both travelers and communities. Goals and tasks to advance these marketing strategies, including brand development, targeted messaging, and visitor distribution, are outlined in the Chapter 6 Action Plan.

Existing Marketing Resources

Online Resources

» Springdale.com
https://www.springdaletown.com/313/Zion-Scenic-Byway

» Visit Utah
https://www.visitutah.com/places-to-go/parks-outdoors/zion/zion-mt-carmel-road

» Utah.com
https://www.utah.com/destinations/national-parks/zion-national-park/things-to-do/scenic-drives

» Utah Scenic Byways Guide
https://travel.utah.gov/wp-content/uploads/UOT17-Scenic-Byway-Guide.pdf

Visitor Centers

Utah Office of Tourism
St. George Welcome Center
Dixie Convention Center, 1835
Convention Center Drive
St. George, UT

Bureau of Land Management
St. George Information Center
4001 East Aviator Dr.
St. George, UT 84790

Greater Zion Visitor Center
111 E Tabernacle Street
St. George, UT 84770

Kane County Office of Tourism
Visitor Information Center
78 South 100 East,
Kanab, Utah 84741

Zion National Park
Zion Canyon Visitor Center
1 Zion Park Boulevard
Springdale, UT 84767

Printed Materials

Utah Scenic Byways Guide, Utah Office of Tourism (downloadable)

TARGET TRAVELER PROFILES

With nearly 5 million visitors to Zion National Park each year, it is highly likely that many of these "National Parks Travelers" also identify with one or more of the specific traveler segments profiled below. These travelers often extend their trips beyond park boundaries in search of stargazing opportunities, birding hotspots, scenic drives, RV-friendly stops, cultural experiences, and outdoor adventures. By understanding and targeting these overlapping interests, Zion Scenic Byway gateway communities and businesses can develop events, interpretive content, and visitor services that speak directly to their preferences, encouraging longer stays, increased visitor spending, and deeper engagement with the region.

Stargazers / Dark Sky Enthusiasts

Overview: These travelers are drawn to the wonders of Utah's night skies. With Utah boasting the highest concentration of certified International Dark Sky Places in the world (29), this group represents a booming tourism segment expected to contribute $5.8 billion to the Colorado Plateau economy from 2019–2029.

Key Characteristics:

» 62% of Utah park visitors participate in night sky recreation.
» Take significantly longer overnight trips relative to other outdoor recreationists.
» High interest in scenic driving, developed camping, wildlife watching, and visiting cultural/historic sites.
» More active than non-night-sky travelers, engaging in a wider range of activities.
» 80% desire more information about night sky viewing before their visit.

Birders

Overview: Birding is among the fastest-growing outdoor hobbies in the U.S., attracting a passionate and affluent demographic. Zion National Park is home to 291 species and designated an "Important Bird Area" by Bird Life International.

Key Characteristics:

» 43 million traveling birders in the U.S.
» Average age: 49
» Above-average income and education
» Birders spend an estimated $14.5 billion on trips

Cultural & Heritage Travelers

Overview: These travelers are motivated to travel to experience local culture, cuisine, history, and heritage and are willing to spend more.

Key Characteristics:

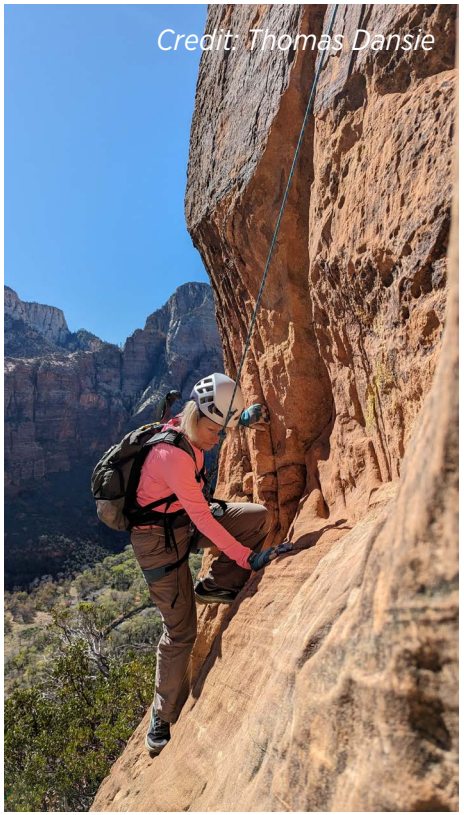
» Travel more frequently than non-cultural travelers.
» Spend more and stay longer (average 6 nights).
» Seek immersive, story-rich experiences tied to place.

Outdoor Recreationists

Overview: Outdoor recreation is a key driver of visitation to Utah, especially in the southern region.

Key Characteristics:

» 27% of Utah visitors in 2023 reported outdoor recreation as their primary trip purpose.
» Most common activities: hiking, backpacking, canyoneering, visiting national and state parks, and camping.
» In Southern Utah, 35% say outdoor recreation is their primary trip purpose.


Credit: Thomas Dansie

RV Travelers

Overview: RV travelers seek flexible, nature-based experiences with a mix of adventure and convenience.

Key Characteristics:

» Seek unique camping experiences such as witnessing natural events.
» 50% prefer locations with full-service amenities.
» Generationally diverse: evenly split among Boomers, Gen X, and Millennials.
» Preferred activities include fishing, hiking, taking scenic drives, bird watching, and star gazing.

Glampers

Overview: Glampers enjoy comfort while still connecting with nature. Many blend leisure with remote work.

Key Characteristics:

» 36% always or sometimes work during trips (vs. 28% of traditional campers), which adds six more days of camping/glamping annually.
» More so than campers, glampers desire cultural experiences in their travel.
» Tend to be more physically active than campers and are enthusiastic about local food experiences.
» Value both connectivity and natural settings.

Scenic Driving Enthusiasts

Overview: These are avid travelers who see the journey itself as the destination.

Key Characteristics:

» Over 50% spend 3–5 nights per trip.
» Over 50% take at least 3 overnight trips per year.
» Hotels are the preferred lodging option.
» Favorite activities: scenic driving, exploring small towns, cultural attractions, and dining in restaurants.
» Outdoor recreation preferences: hiking, camping, and wildlife viewing.

Credit: Wanda Maloney

INTERNATIONAL TOURISM & MARKETING

The Utah Office of Tourism (UOT) markets Utah byways on the VisitUtah.com website which is also available in French and German. The official Utah travel guide is also downloadable in seven languages.

In addition, the UOT demonstrates a clear and structured commitment to international marketing. The diagram below indicates that UOT segments its international efforts across multiple levels of priority:

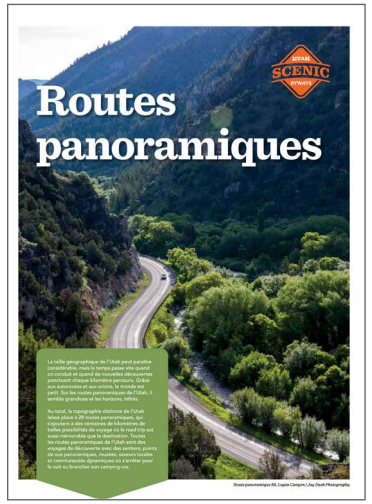
» **Primary/Mature Markets** such as the UK, France, Germany, Canada, and Australia receive sustained, strategic focus.
» **Emerging Markets** like China and India are positioned for growth and long-term engagement.
» **Secondary Markets** include both "Opportunity" (e.g., Mexico, Korea, Italy) and "Added Scope" countries (e.g., Austria, Switzerland, Nordics, New Zealand).
» **Third Tier Markets** (e.g., Japan, Brazil) are not as heavily invested in.

This tiered approach reflects thoughtful resource allocation based on travel potential, market maturity, and alignment with Utah's tourism offerings.

The Utah Office of Tourism's tiered international marketing strategy prioritizes resources across mature, emerging, and secondary markets based on travel potential and alignment with Utah's offerings.

MULTILINGUAL RESOURCES

The Visit Utah website offers a downloadable travel guide available in seven languages including Chinese, Dutch, French, Japanese, Korean, and Spanish. The International Team at the Utah Office of Tourism publishes the travel guides in-language for key international markets every other year. This effort is aided by international in-market representative firms, which offer translation services and editing for content accuracy. The Utah Office of Tourism offers a fee-based service for translating marketing materials.



The official Visit Utah Travel Guide showcases the state's scenic byways and is available in seven languages, including French.

The Greater Zion Convention & Tourism Office offers multilingual resources to accommodate international travelers. Their official website provides content in multiple languages, including Chinese (Simplified and Traditional), French, German, Spanish, Japanese, Korean, Italian, Portuguese, Russian, and more.

The Kane County Office of Tourism in Kanab, Utah, offers multilingual resources to assist international travelers. Their official website, Visit Southern Utah.com, can be translated into 18 languages, including French, Spanish, Japanese, and Arabic. Zion National Park provides downloadable Information Guides in French, German, Italian, Spanish, Japanese, and Mandarin.

This multilingual support ensures that visitors from diverse backgrounds can access information about attractions, accommodations, and activities in the Greater Zion area.

Chapter 4: Existing Roadway Conditions

FUNCTIONAL CLASSIFICATION AND ROADWAY CONFIGURATION

The Zion Scenic Byway is Utah State Route 9 (SR-9), a highway of regional and system priority and is classified as an Other Principal Arterial by the Utah Department of Transportation (UDOT). The roadway configuration varies significantly along its length, transitioning from a multi-lane urban arterial to a two-lane highway. This section describes the functional classification, lane configuration, and associated features along SR-9, providing context for subsequent analysis of traffic volumes, roadway safety, and corridor management needs.

From its connection with I-15 until the Hurricane city center, SR-9 has two through lanes in each direction and a center turn lane. Within the Hurricane city center, there is a landscaped median separating the two travel directions. SR-9 transitions back to having a center turn lane through La Verkin and the state route makes a right turn onto La Verkin 500 North/SR-9. As the route leaves La Verkin, it transitions to having one lane in each direction without a median. This two-way undivided highway configuration continues through the Virgin, Grafton, Rockville, and Springdale communities, with passing lanes located just east of Virgin city boundaries and another passing lane located within the west portion of Rockville. The two-way undivided highway configuration continues through Zion National Park, and then to the eastern terminus of the route at US-89, Mt. Carmel Junction.

As shown in Table 1, the annual average daily traffic (AADT) is highest from the start of the route at I-15 through the city of Hurricane. The traffic drops a bit as SR-9 continues to La Verkin and then drops more dramatically at the turn onto La Verkin 500 North/SR-9 and continues at an even lower level as the road transitions to a more rural environment and picking up upon entering Springdale.

Table 1. SR-9 AADT

Route	Starting Milepoint	Ending Milepoint	Description	AADT		
				2021	2022	2023
0009PM	0	0.512	I 15 via State St - Coral Canyon Blvd	29653	30157	30368
0009PM	0.512	1.109	Coral Canyon Blvd via State St - Telegraph St	29653	30157	30368
0009PM	1.109	2.77	Telegraph St (Old SR 91) via State St - 5300 W *ATR 402*	31512	32048	32272
0009PM	2.77	9.782	SR 318 (5300 W) via State St. - SR 59 (Main St)	41335	42037	42331
0009PM	9.782	10.889	SR 59 (Main St) via State St - 860 N Enchanted Way Hurricane	33946	34523	34765
0009PM	10.889	11.384	860 N (Enchanted Way) via State St - 300 S La Verkin	18434	18747	18878
0009PM	11.384	12.464	300 South via State St - 500 N La Verkin	18355	18667	18798
0009PM	12.464	12.648	SR 17 State St via 500 N - 100 E La Verkin	8486	8630	8690
0009PM	12.648	18.59	100 East La Verkin - Mill St Virgin	6992	7111	7161
0009PM	18.59	27.868	Mill Street Virgin - Center St Rockville	2346	2381	2443
0009PM	27.868	30.101	Center St Rockville via Main St - Kinesava Dr Springdale	2822	2864	2938
0009PM	30.101	32.686	Kinesava Dr Springdale via Zion Park Blvd - West Entrance	7635	7100	7356
3224PM*	0	11.407	West Entrance Zion Natl Park via Zion Park Blvd - East Entrance	5,012	4,661	4829
3224PM*	11.407	12.112	East Entrance Zion Natl Park via Zion Park Blvd - SR 9	1,064	989	1,025
0009PM	44.798	57.112	East Entrance Zion Nat'l Park Via SR 9 - SR 89 Mt Carmel Jct	479	486	499

***Note:** Within Zion National Park boundaries, SR-9 is a federal road and known by the route number 3224. Source—Utah Department of Transportation*

As shown in **Figure 1,** SR-9 experiences seasonal peaks in traffic during the spring and fall months.

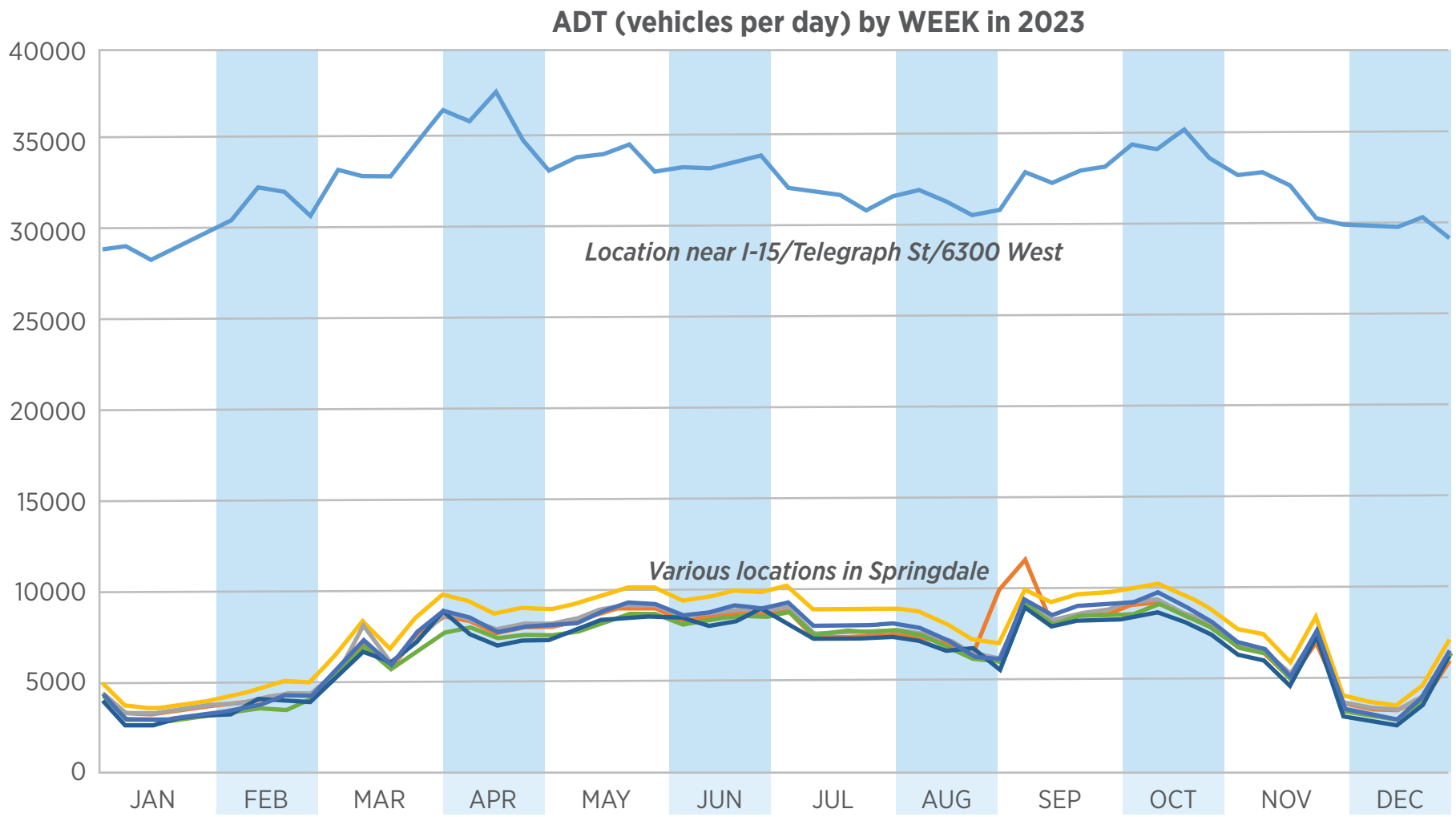


Figure 1. 12-Month variations in average daily traffic
Source—Utah Department of Transportation

The entirety of SR-9 has no scheduled winter closures and is open year-round.

To facilitate discussing the roadway characteristics and crash history, the length of SR-9 is divided into six segments, labeled A through F on the map in **Figure 2**, based on the number of lanes and median type.

Figure 2. SR-9 Segments Based on Roadway Characteristics

Segment A has two lanes in each direction with a center turn lane. The shoulders are 8 feet or wider. No bike lanes are present. Sidewalks are present east of 2260 West.

Segment B has two lanes in each direction with a landscaped median. The shoulders are 2 feet wide. No bike lanes are present. Sidewalks are present on both sides of the roadway. The only marked crosswalks to cross SR-9 are at signalized intersections.

Segment C has two lanes in each direction with a center turn lane. The shoulders are 2 feet wide in most places. No bike lanes are present. Sidewalks are present on both sides of the roadway. The only marked crosswalks to cross SR-9 are at signalized intersections.

Segment D has one lane in each direction with no median, with an occasional passing lane. The shoulders vary in width along this section, sometimes as narrow as 4 feet and sometimes as wide as 15 feet. The portion leaving La Verkin and going through Virgin has shoulders approximately 4 feet wide. The portion between Virgin and Grafton has the widest shoulders, ranging from 8 to 15 feet. Through Grafton and Rockville, the shoulders are approximately 8 feet wide. Leaving Rockville and heading into Springdale, the shoulders are replaced with bike lanes. A multi-use trail (Zion Canyon Trail) parallels the highway on the south/east side for approximately one mile in the south part of Springdale. In some parts of Springdale, there are designated parking spots on the edge of the road, with the bike lane running between the parking space and the vehicular travel lanes. In the heart of Springdale, there are a variety of pedestrian-friendly elements, including sidewalks, marked crossings with signs or flags, benches, and street lighting.

Segment E is within Zion National Park. There is one lane in each direction with no median. There are no roadway shoulders, sidewalks, or bike lanes.

Segment F has one lane in each direction with no median. The shoulders are 2 feet or narrower in most places. No sidewalks or bike lanes are present.

CRASH HISTORY

Over the six-year period of 2019-2024, there have been a total of 1,195 crashes, nine of which were fatal. As can be seen in **Figure 3**, two-thirds of crashes resulted in no injury.

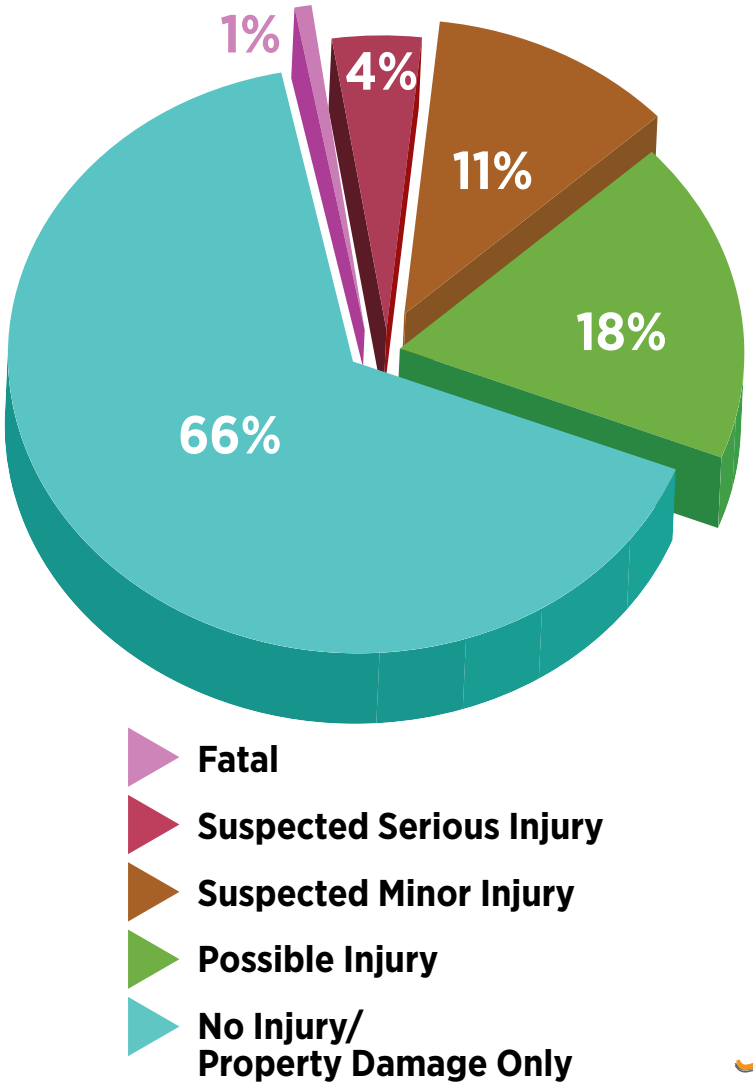


Figure 3. Crash Severity Distribution

Note: *Crash data for 2024 is provisional. Finalized figures may vary slightly as additional records are processed and verified.*

The length of SR-9 was divided into 6 segments, labeled A through F on the map, based on number of lanes and median type. The most common crash characteristics vary by segment.

Segment A experienced a higher-than-average percentage of older drivers involved in crashes than is typical in Utah. This is likely due to the high percentage of retirees in the Hurricane (and St. George area in general) population. Segment A also experienced a larger percentage of rear-end crashes than is typical in Utah.

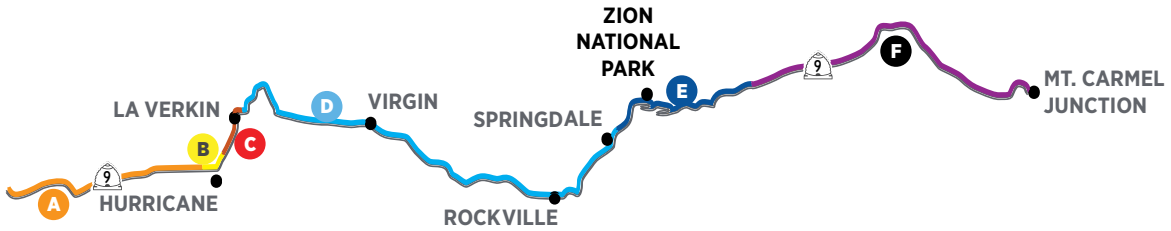
Segment B experienced a higher-than-average percentage of teenage drivers and older drivers in crashes. It also experienced a larger percentage of angle crashes than is typical in Utah.

Segment C experienced a higher-than-average percentage of teenage drivers involved in crashes. It also experienced a larger percentage of angle and head-on crashes than is typical in Utah.

Segment D experienced a larger percentage of rear-end crashes than is typical in Utah.

Segment E experienced only 10 crashes over the six-year period and thus cannot be compared to Utah averages. But the most common type of crash involved a single vehicle.

Segment F experienced a higher-than-average percentage of animal-related crashes. It also experienced a larger percentage of single vehicle crashes than is typical in Utah, likely due to the higher percentage of animal-related crashes (58% of which occurred during daylight hours).



PLANNED PROJECTS

A planned project for State Route 9 (SR-9) from I-15 to State Route 7 (Southern Parkway) includes three interchanges and conversion to a freeway-style roadway, with completion planned by 2042. The same segment is planned to be widened to three lanes after 2042. These improvements will help ensure efficient traffic flow along the most developed section of the scenic byway, supporting both local and visitor travel, while the design will continue to provide easy access to essential visitor services, including lodging, dining, fuel, and recreational opportunities.

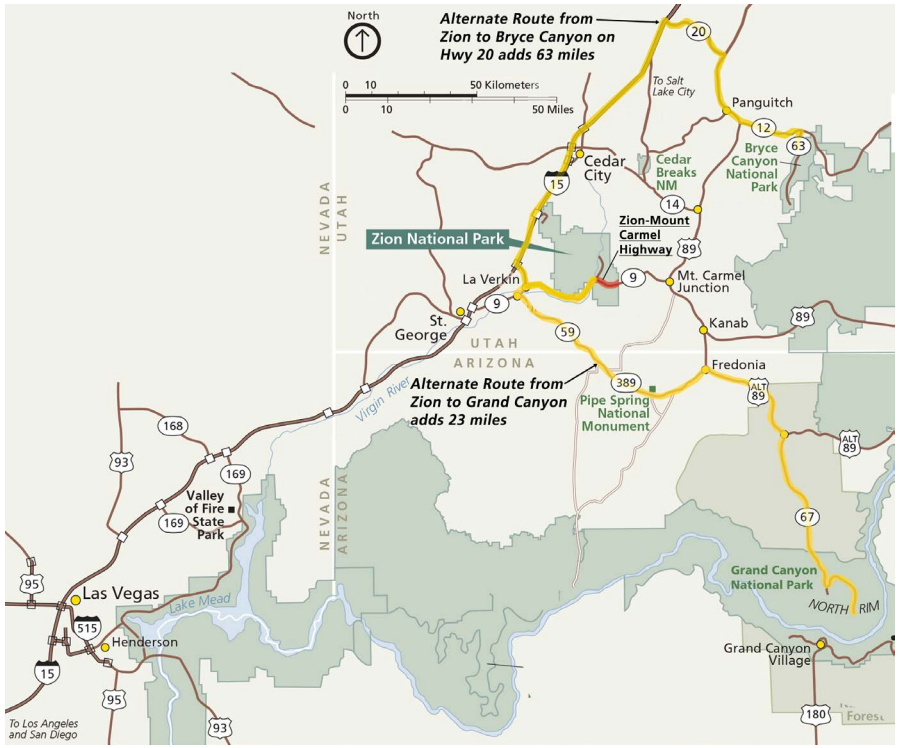
Additionally, road preservation (pavement maintenance that could include asphalt overlay, mill and fill, chip seal, or micro surfacing) is planned on SR-9 from I-15 to MP 9 and from La Verkin to Zion National Park. These are anticipated to be performed in 2025, 2026, or 2027. There are also plans within the same timeframe to install a Variable Message Sign (VMS) on SR-9 in La Verkin, as well as fiber optics installment in Zion Canyon, and bridge fencing over the Virgin River.

VEHICLE RESTRICTIONS

Beginning in 2026, large vehicles (vehicles that exceed 11'4" tall, 7'10" wide, 35'9" long, or 50,000 pounds) will no longer be permitted on the byway within Zion National Park due to the tight turns, steep grades, tunnels, and bridges present on the roadway. The portions of SR-9 outside of the park boundary are not included in this restriction.

Scan to see plan

Visitors traveling in oversized vehicles will still be able to enjoy all that Zion National Park and the Zion Scenic Byway have to offer. While they'll need to use alternate routes to bypass the Zion–Mt. Carmel Highway, they can take advantage of the park's free shuttle system, which provides convenient access to many of Zion's most popular sites, including scenic viewpoints and major trailheads. The shuttle operates seasonally and is designed to reduce congestion while enhancing the visitor experience. As a result, this policy change is not expected to negatively impact the overall quality of a visit to the park. In fact, it supports a safer and more enjoyable experience for all.



An alternate route map is provided by Zion National Park to assist drivers of oversize vehicles in navigating planned restrictions.

TRANSIT SOLUTIONS SUPPORTING SAFETY, COMMERCE AND EFFICIENCY

St. George to Springdale Shuttle

In 2024, the City of St. George and regional partners launched the Zion Route, a 42-mile public transit line operated by SunTran. The route connects St. George to Zion National Park, with stops in key communities along the Zion Scenic Byway corridor including Hurricane, La Verkin, Virgin, and Springdale. Service operates daily from 5:40 a.m. to 10:30 p.m., providing a reliable, affordable transportation option for workers, residents, and visitors.

The new transit route supports commercial activity by offering employees a low-cost and dependable way to commute to jobs in and around Zion National Park. By reducing the number of personal vehicles on SR-9, the bus service also eases congestion, improves safety, and preserves parking availability for customers.

Fares are five dollars per one-way trip, with unlimited monthly passes available for $100, making the service a cost-effective alternative to driving. This investment in transit infrastructure strengthens the regional economy, enhances visitor mobility, and contributes to long-term corridor management goals.

SunTran route and designated stops along the Zion Scenic Byway.

Zion Corridor Trail

The Zion Corridor Trail is a paved multi-use path currently in development that will connect La Verkin to Springdale. Primarily following the SR-9 right-of-way, with some alignment variations where feasible, the trail is designed to enhance active transportation options throughout the Zion Corridor. It is currently undergoing design and environmental analysis, with phased construction beginning in 2026 and full completion anticipated by 2029.

The Zion Corridor Trail will support a range of goals, including reducing traffic congestion, improving safety along SR-9, providing an alternative means of access to Zion National Park, linking existing trail systems as part of a future regional network, and expanding sustainable travel and recreation opportunities for both residents and visitors.

Sheep Bridge Road Paving and Improvement

Sheep Bridge Road serves as a vital connector between the Zion Scenic Byway (SR-9) and SR-59, facilitating access to the Hurricane Cliffs Recreation Area and numerous dispersed camping sites managed by the Bureau of Land Management (BLM). The paving and improvement are crucial for supporting local businesses, tourism, and outdoor recreation economies. By upgrading the road surface, the project aims to improve accessibility for commercial vehicles, service providers, and visitors, bolstering economic activity in the region.

The upgraded road will offer better access to recreational areas, including the 48 designated campsites along Sheep Bridge Road. The paving project is an example of a comprehensive approach to infrastructure development that supports commercial activity, enhances safety and efficiency, and provides convenient facilities for users.

ONGOING TRANSPORTATION PLANNING

The SR-9 corridor is experiencing significant growth due to increasing tourism, residential development, and economic activity. To address the resulting challenges related to safety, congestion, and infrastructure demands, several transportation planning initiatives have been undertaken. These efforts aim to enhance the efficiency and safety of the corridor while supporting economic development and accommodating the needs of both residents and visitors.

Key planning projects include the 2025 Encouraging Car-Free Travel to Springdale Project, which promotes alternative transportation options to reduce vehicular traffic near Zion National Park. The 2023 SR-9 Virgin Solutions Development Study and the 2023 SR-9/SR-17 La Verkin Planning Study focus on identifying improvements to traffic flow and safety in rapidly developing areas. Additionally, the 2021 SR-9 and US-89 Solutions Development Study and the 2023 SR-9 and US-89 Kane County Active Transportation Plan aim to integrate multimodal transportation options, such as pedestrian and bicycle pathways, to enhance connectivity and promote sustainable travel modes.

Collectively, these initiatives demonstrate a comprehensive approach to managing the SR-9 corridor's growth. By prioritizing safety, reducing congestion, and supporting economic and tourism development, these planning efforts contribute to a more efficient and user-friendly transportation network that aligns with the region's evolving needs.

OUTDOOR ADVERTISING

In accordance with 23 U.S.C. 131(c), which restricts outdoor advertising on designated scenic byways, there can be no new billboards erected on the Zion Scenic Byway (SR-9). Since its designation in 1990 as a Utah Scenic Byway, the Utah Department of Transportation has enforced this mandate. Additionally, each city/town along the byway has adopted sign ordinances that control signage within their boundaries. Washington County also has a zoning ordinance in place that addresses appropriate sign controls in the unincorporated areas along the Zion Scenic Byway.

HIGHWAY SIGNAGE

Signage along the byway follows the Manual Uniform Traffic Control Devices (MUTCD) standards. Signs within the MUTCD include warning signs (e.g. rock fall zones, winding road, road narrows, bicycles on road, open range, curve advisory speeds), and guide/directional signs (e.g., direction signs, highway route numbers, mileposts, miles-to-destination signs, byway logo signs).

Destination signs include attractions (e.g., Zion National Park, O.C. Tanner Amphitheatre, Kolob Reservoir, etc.).

Information signs include facilities and services signs (e.g., camping, phone, gas, food, and lodging) and recreational and cultural site signs.

Commercial signs consist of on-site and off-site signs. On-site commercial signs are found within each community along the byway corridor and are regulated by each respective jurisdiction. Approximately 21 off-site signs (billboards) are found along the byway corridor. The billboards range in size from relatively small to standard full-size; however, the majority of these are standard full-size billboards.

UTAH SCENIC BYWAY SIGNAGE POLICY SUMMARY (UDOT 06C-38)

The Utah Department of Transportation (UDOT) policy governs the placement of signs for National Scenic Byways, All-American Roads, State Scenic Byways, and State Scenic Backways. All signage must comply with the Utah Manual on Uniform Traffic Control Devices (MUTCD) and is considered secondary to other road signage. Requests must be submitted by the local byway committee or coordinator and are subject to review for feasibility and policy compliance. Sign and post installation costs are the responsibility of the requestor unless included in a planned construction project. UDOT maintains signage on state highways but not on non-state routes.

Chapter 5: Stewardship

CORRIDOR MANAGEMENT PLAN IMPLEMENTATION

The key to the successful implementation of a corridor management plan is a strong and diverse collaboration of organizations committed to accomplishing the plan's goals. For the Zion Scenic Byway, many of the recommended projects and strategies, such as marketing, interpretation, and resource protection, are closely aligned with the existing missions and priorities of agencies and organizations already active in the corridor. This alignment not only supports efficient implementation but also reinforces ongoing efforts, making the CMP a natural extension of the work already underway.

About the Zion Regional Collaborative

The Zion Regional Collaborative (ZRC) was established to support long-term planning in the Zion Region while protecting and enhancing its many assets, including community character, economic vitality, visitor experience, environmental health, recreational access, and the region's historical, cultural, and archaeological resources. The ZRC brings together a broad coalition of stakeholders to collaboratively address regional challenges and opportunities. Participating entities include Zion National Park, the Bureau of Land Management, the Towns of Virgin, Rockville, and Springdale, the Cities of Hurricane and La Verkin, Iron, Kane, and Washington Counties, Trust Lands Administration, the Utah Office of Tourism, the Utah Division of Outdoor Recreation, the Zion National Park Forever Project, and others.

The ZRC's Scenic Byway Committee will lead the implementation of the updated corridor management plan. This committee will coordinate efforts among local, state, and federal partners to carry out projects and strategies that reflect the plan's goals. Because many CMP priorities, such as scenic resource protection, visitor experience, and responsible tourism, are already aligned with the missions of participating agencies and organizations, the committee is well-positioned to foster collaboration, build on existing initiatives, and advance the shared vision for the Zion Scenic Byway.

Members of the Zion Regional Collaborative's Scenic Byway Committee helped plan and participated in public meetings for the Corridor Management Plan update.

Agencies, organizations, and entities represented on the ZRC Scenic Byway Committee include:

- Five County Association of Governments
- Hurricane City
- Kane County
- La Verkin City
- Town of Rockville
- Town of Springdale
- Town of Virgin
- Utah Department of Transportation
- Washington County
- Zion Forever Project
- Zion National Park

To support effective coordination and sustained progress, the committee will adopt several procedural updates specific to the implementation of this CMP:

The committee will meet on a quarterly basis and establish a working structure aligned with the CMP's five core areas: Intrinsic Qualities/ Resource Protection, Visitor Experience, Interpretation, Marketing, and Stewardship. This structure will allow for focused discussions, clear accountability, and meaningful partner engagement across the range of recommended strategies and actions.

The committee will develop an annual work plan that assigns lead and supporting responsibilities for specific actions in the CMP. This work plan will serve as a roadmap for near-term implementation, ensuring that projects are prioritized, resources are leveraged, and progress is tracked. Each year, the committee will review accomplishments, identify emerging needs, and compile an annual report that documents progress and outlines goals for the coming year.

In addition to those outlined in the Action Plan in Chapter 6, the Scenic Byway Committee will also be responsible for developing more detailed objectives and additional strategies that respond to new opportunities, changing conditions, and stakeholder input. This ongoing planning will ensure that the Action Plan remains responsive, collaborative, and effective in achieving the CMP's long-term vision.

Implementation Priorities

The following priorities will guide implementation of the Zion Scenic Byway Corridor Management Plan Update. While not ranked in order of importance, they reflect key areas of focus for coordinated action:

1. **Foster a cohesive, corridor-wide visitor experience** that connects communities and sites along the byway.
2. **Provide accurate, centralized, and comprehensive trip-planning information** to help visitors navigate the corridor with ease and make informed choices that align with their preferences.
3. **Safeguard the corridor's intrinsic qualities** through thoughtful management and preservation strategies.
4. **Support the economic vitality of byway communities** by advancing initiatives that align tourism management with local goals.
5. **Maintain an up-to-date list of shovel-ready projects** to ensure the corridor is prepared to respond quickly to funding opportunities, partnerships, and other time-sensitive investments.

Credit: Wanda Maloney

STAKEHOLDER ENGAGEMENT

Community Participation Plan

The Zion Regional Collaborative (ZRC) Scenic Byway Committee will take the lead in developing and implementing a Community Participation Plan (CPP) to ensure consistent and meaningful engagement with stakeholders throughout the byway corridor. The CPP is a key strategy for building awareness, fostering collaboration, and aligning byway initiatives with community interests and priorities.

The first step in the process is to identify a broad base of stakeholders, including residents, business owners, elected officials, local government agencies, tourism organizations, nonprofits, and civic groups. The committee will then define appropriate communication methods for each stakeholder group, ensuring outreach is tailored and accessible. These methods may include email updates, presentations at local meetings, participation in community events and festivals, social media outreach, and scheduled briefings with key partners. For example, an annual presentation to local garden clubs or homeowners' associations could serve as a touchpoint to share updates and invite collaboration.

Implementing a strong Community Participation Plan offers several important benefits. It increases public awareness of the byway designation and fosters a sense of shared ownership among corridor communities. It also helps identify individuals and groups who support the byway's mission and may be interested in partnering on projects or volunteering in support roles.

Importantly, the CPP provides a structure for listening as well as informing. Through regular engagement, the Scenic Byway Committee can better understand local needs, adapt to emerging priorities, and build partnerships that enhance the relevance and success of byway initiatives. In contrast, efforts undertaken in isolation risk overlooking community priorities and may struggle to gain traction. By embedding community participation into the byway's ongoing work, the ZRC Scenic Byway Committee can ensure the corridor management plan remains grounded in local values and supported by a strong network of stakeholders.

Community Participation Planning Tools

To support effective implementation of the Community Participation Plan, the Scenic Byway Committee may use simple planning and tracking tools like the sample tables shown below. These templates are designed to help organize outreach efforts, assign responsibilities, and monitor engagement activities over time.

The Festivals and Events table provides a framework for identifying key community events where the presence of byway representatives would be valuable through an information booth or special presentation. The sample helps track event dates, locations, intended audiences, participation goals, and follow-up needs.

The Speaking Engagements and Presentations table serves as a log for identifying groups and venues that may be receptive to learning about the byway, such as local civic organizations, neighborhood associations, or business networks. It includes fields for the target audience, topic, date, presenter, and outcomes.

These tools are flexible and can be adapted or expanded as needed to fit the goals, capacity, and partnerships of the byway committee. Used consistently, they provide structure and accountability for stakeholder engagement, help document progress, and ensure that the byway remains visible and connected within the corridor's communities.

Credit: Patricia Wise

	Group Organization	Organization Contact Person	Meeting Date(s)/Time	Byway Committee Contact	Date Byway Speaker Scheduled to Attend	Follow-up Type	Follow-up Complete	Number of New Contacts (estimate)
1	County Chamber of Commerce	Carol	First Wed of the month/9:00 a.m.	Bob	5-May-25	Sign-up sheet		
2	Historical Society	Susan	Quarterly (Jan, Apr, Jul, Oct)/7:00 p.m.	Barbara	21-Jul-25	Sign-up sheet		
3								
4								
5								

	Festival/ Event	Event Contact Person	Date	Location	Contact Phone	Contact Email	Byway Rep Attending	Follow-up type	Follow-up Complete	Number of New Contacts (est.)
1	Pioneer Days	Jody	Jun 25-31, 2025	Hurricane	866-123-4567	Janedoe@gmail.com	Don, James, Megan	Sign-up sheet, business card	18-Feb-25	25
2										
3										
4										
5										

Samples of the planning tools designed to help the Scenic Byway Committee organize outreach efforts, track events and presentations, and strengthen community engagement throughout the corridor.

Leveraging Community Support

The success of the Zion Scenic Byway Corridor Management Plan depends not only on agency leadership and funding but also on active community involvement. One key strategy is to build relationships with local organizations whose members may be interested in contributing volunteer hours, expertise, or other support to byway-related projects and activities. These contributions may range from assisting with clean-up events and planting days to helping with interpretive programs, distributing visitor information, or participating in community planning initiatives.

The Scenic Byway Committee will reach out to a variety of civic, recreational, educational, and service-oriented organizations within the corridor to explore opportunities for engagement and collaboration. Examples of potential partners include:

Youth and Civic Groups:

» 4-H Clubs (Washington and Kane Counties)
» Boy Scouts of America – local troops and councils
» Girl Scouts of Utah – Southern Utah Service Units
» FFA (Future Farmers of America) chapters at local high schools
» National Honor Society chapters

Recreation and Outdoor Clubs:

» Zion Area Hiking Clubs
» Mountain biking groups
» Local trail stewardship groups
» Equestrian clubs
» Rock climbing or bouldering groups

Community and Civic Organizations:

» Garden Clubs
» Rotary Clubs
» Historical societies and heritage groups
» Lions Clubs
» Local Chambers of Commerce

Educational and Environmental Organizations:

» Local school district environmental science or history programs
» Utah State University Extension Offices
» Local conservation nonprofits or "friends of" groups
» Local chapters of national groups

Engaging with these organizations helps build grassroots support, strengthens local ownership of the byway, and fosters partnerships that can enhance both volunteer capacity and community visibility. As part of its Community Participation Plan, the Scenic Byway Committee will maintain and regularly update a database of potential volunteer partners and identify specific ways each group might contribute to the byway's goals.

Credit: Kane County Office of Tourism

Chapter 6: Action Plan

1.0 INTRINSIC QUALITIES

Goal 1.1: Protect the resources that contribute to the byway's intrinsic qualities for present and future generations.

1.1.1 Advocate for the protection of the byway's intrinsic qualities.
1.1.2 Support the efforts of organizations advocating for the protection of the byway's intrinsic qualities.

Goal 1.2: (S) Enhance the visual quality of the roadway corridor.

1.2.1 Support the protection of scenic viewsheds through local land use ordinances and agency land-use plans.
1.2.2 Encourage conservation easements and land stewardship practices that protect scenic resources.
1.2.3 Explore roadway materials, design treatments, and corridor enhancements that support and complement the visual character of the byway.
1.2.4 Support local agencies and communities in adopting sign ordinances that preserve scenic views and reduce visual clutter.
1.2.5 Enhance gateway features, scenic pullouts, and interpretive sites with design that supports scenic character.

Goal 1.3: (R)Promote the thoughtful management of recreational activities to ensure they align with the character, capacity, and conservation goals of the corridor.

1.3.1 Support regional recreation planning and implementation.
1.3.2 Strengthen appropriately scaled commercial recreation that complements the byway experience and supports local communities.

Goal 1.4 (N) Support communities in adopting strategies that protect natural resources and sustain the integrity of the byway corridor.

1.4.1 Support community efforts to adopt ordinances or voluntary measures that protect water quality, vegetation, and wildlife corridors.

Goal 1.5 (C) Promote awareness of cultural events, venues, and sites.

Goal 1.6 (C) Encourage the promotion and preservation of heritage activities that highlight local traditions, handiwork, arts, and crafts.

Goal 1.7 (H) Highlight, protect, and preserve existing historic resources.

Goal 1.8 (H) Develop sites and interpretive materials that highlight historic resources along the corridor.

Goal 1.9 (A) Advocate for the protection of archeological sites that are open and accessible to the public.

2.0 VISITOR EXPERIENCE

Goal 2.1: Identify and prioritize projects that enhance the quality of the visitor experience by accommodating traveler needs and interests to create a rewarding experience that travelers want to repeat and share.

- **2.1.1** Develop a primary, user-friendly byway website that serves as the central hub for trip planning, showcasing attractions, itineraries, travel tips, and stewardship messages.
- **2.1.2** Create and distribute a suite of consistent, high-quality visitor information materials, including maps, brochures, and guides, that highlight the byway's intrinsic qualities and travel experiences.
- **2.1.3** Coordinate with partner organizations to resolve mapping discrepancies and ensure that geographic information, route descriptions, and byway designations are accurate and consistent across platforms.
- **2.1.4** Develop comprehensive trip-planning tools and resources tailored to different traveler types and personas (e.g., families, outdoor enthusiasts, cultural tourists) to support diverse interests and encourage longer stays.
- **2.1.5** Prioritize visitor information projects based on traveler input, gaps in current resources, and opportunities to improve orientation, safety, and engagement.
- **2.1.6** Provide clear, accessible information to help visitors be respectful travelers, including guidance on protecting natural and cultural resources, practicing Leave No Trace principles, supporting local businesses, and engaging with communities in ways that honor local customs and values.
- **2.1.7** Create a collaborative approach with partner organizations to enhance the visitor experience by coordinating services, amenities, and programs, ensuring consistency and reducing gaps or overlaps across the byway corridor.

Goal 2.2: Encourage, support, and advocate for the ongoing enhancement and maintenance of infrastructure critical to the visitor experience.

- **2.2.1** Assess corridor signage to identify gaps, inconsistencies, or improvements needed to help visitors safely navigate the byway, locate key experiences and amenities, and support an overall high-quality travel experience.
- **2.2.2** Advocate for additional scenic pullouts and improve amenities to support comfort, accessibility, and resource protection.
- **2.2.3** Identify and prioritize shovel-ready projects and/or enhancements that can be integrated into scheduled infrastructure improvements.

Goal 2.3: Collect and distribute up-to-date information about visitor services and attractions along the byway and in gateway communities.

Goal 2.4: Advocate for upgrades and maintenance of roads and facilities to improve public safety and provide accessibility for visitors year-round.

3.0 INTERPRETATION

Goal 3.1: Develop, produce, and update interpretive materials that help travelers come to know and appreciate the byway story and support efforts of byway partners and stakeholders to do the same.

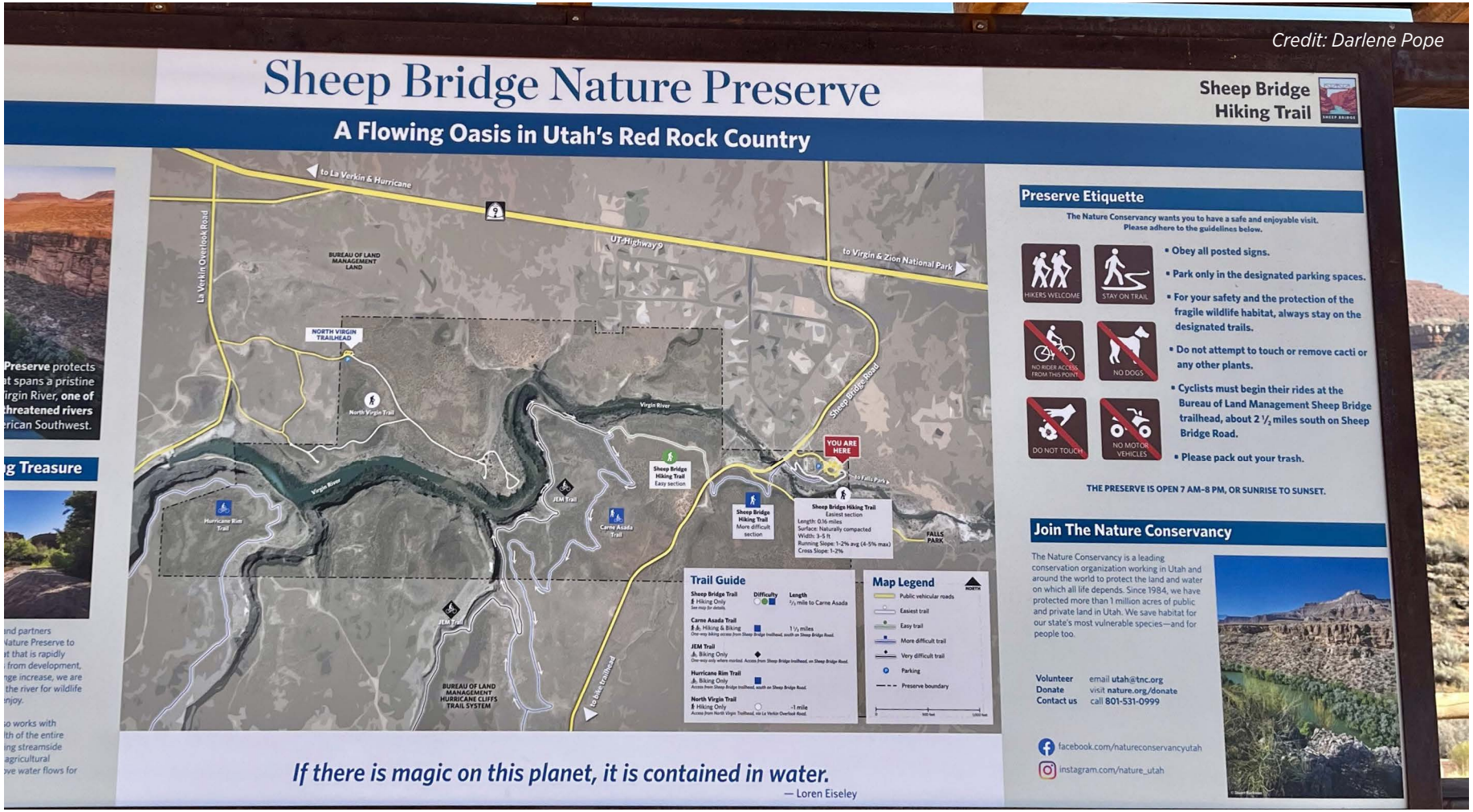
3.1.1 Review primary interpretive theme from the 2015 plan and update interpretive subthemes to reflect current scholarship, diverse perspectives, and community stories.

3.1.2 Develop interpretive content in multiple formats and languages to reach diverse audiences.

3.1.3 Establish a collaborative framework with partner organizations to coordinate existing interpretive resources and plans, ensuring efficiency and minimizing duplication of efforts.

Goal 3.2: Identify barriers to successful implementation of interpretive planning and strategies to overcome them.

3.2.1 Evaluate capacity gaps among partner organizations and develop targeted support resources.



4.0 MARKETING

Goal 4.1: Balance protection and conservation of intrinsic qualities with tourism management and economic opportunity, in collaboration with community stakeholders and visitors.

- **4.1.1** Develop a hospitality training program for front-line employees to provide visitor information and increase appreciation of the byway's intrinsic qualities.
- **4.1.2** Lead or support programs that encourage responsible travel like Leave No Trace.
- **4.1.3** Support development and implementation of Sustainable Destination Stewardship Plans.
- **4.1.4** Promote off-season travel and encourage visitation to lesser-known sites and communities with capacity, to reduce congestion and spread economic benefits.
- **4.1.5** Collaborate with stakeholders and partners to identify resources with available capacity.
- **4.1.6** Collaborate with stakeholders and partners to expand the capacity of key resources and sites where appropriate.
- **4.1.7** Develop a coordinated marketing approach with partner organizations to align messaging, leverage shared resources, and increase the overall reach and impact of promotional efforts.

Goal 4.2: Develop a recognizable and trusted byway brand that delivers reliable, comprehensive information with consistent content and design.

- **4.2.1** Revise the official byway logo and develop promotional branding.
- **4.2.2** Create a comprehensive brand guide that includes logo usage, color palette, typography, messaging tone, photography style, and sample layouts to ensure consistency across all materials.
- **4.2.3** Develop a byway tagline or messaging theme that captures the essence of the Zion Scenic Byway experience and resonates with target traveler segments.
- **4.2.4** Apply the updated brand identity across digital platforms, including the official byway webpage, social media, downloadable guides, and partner websites.
- **4.2.5** Design branded templates for use by local businesses, tourism offices, and community organizations (e.g., social media posts, brochures, event flyers).
- **4.2.6** Install branded gateway and wayfinding signage along the byway to reinforce identity and improve traveler confidence and navigation.
- **4.2.7** Integrate the brand into interpretive materials and visitor experiences to foster a cohesive story that connects people to place.

Goal 4.3: Understand Zion Scenic Byway traveler interests, preferences, motivations, and behaviors to inform targeted marketing strategies, enhance visitor experiences, and support community-based tourism development.

- **4.3.1** Conduct visitor surveys, interviews, or intercept studies along the byway.
- **4.3.2** Analyze social media engagement, travel reviews, and digital traffic data.
- **4.3.3** Collaborate with tourism offices, parks, and local businesses to share insights and align efforts.
- **4.3.4** Use traveler data to refine messaging, content, and product development for key segments.

Goal 4.4: Provide opportunities for visitors to share their experiences (promotes word-of-mouth recommendations).

- **4.4.1** Encourage byway partners and businesses to feature byway posts (original or shares of traveler posts) on their social media accounts to provide travelers additional opportunities to share their byway experiences.
- **4.4.2** Develop and promote a dedicated byway hashtag to encourage consistent branding and traveler engagement across social media platforms.
- **4.4.3** Create visually appealing, branded photo spots or interpretive signs at key viewpoints or community locations to inspire user-generated content.
- **4.4.4** Collaborate with local influencers, photographers, and content creators to showcase authentic byway experiences and amplify traveler stories.

5.0 STEWARDSHIP

Goal 5.1: Develop and implement plans that help preserve the intrinsic qualities of the byway and continue to enhance the quality of the visitor experience.

- **5.1.1** Identify a structure for the Zion Scenic Byway Committee that best supports collaborative, efficient, and effective implementation of adopted byway plans.
- **5.1.2** Collaborate with agency partners and local stakeholders to ensure the byway is incorporated into relevant transportation studies and planning efforts.
- **5.1.3** Update the Zion Scenic Byway Interpretive Plan (2015) to include the Hurricane and Kane County segments of the byway.
- **5.1.4** Routinely assess the need for new or updated plans to address emerging issues, changing conditions, or opportunities that support the byway's long-term preservation and visitor experience.

Goal 5.2: Empower byway partners and stakeholders to serve as ambassadors who promote, protect, and enhance the byway for the benefit of corridor communities.

- **5.2.1** Strengthen connections between byway visibility and local economic, cultural, and conservation goals.
- **5.2.2** Encourage local businesses, organizations, and residents to actively share the byway's story and values.
- **5.2.3** Recognize and celebrate contributions of byway champions who support preservation, education, and sustainable tourism.

Goal 5.3: Develop and implement a community engagement plan.

CONTACT US

The Zion Regional Collaborative (ZRC) welcomes your questions, comments, and ideas. If you would like more information about this Corridor Management Plan or are interested in getting involved, please contact us at zioncollab@gmail.com or visit zioncollab.org.

Zion Regional
COLLABORATIVE

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a Domestic Violence Awareness Proclamation.

Discussion: Each year, The Dove Center invites all municipalities in Washington County to join in proclaiming October as Domestic Violence Awareness Month. This proclamation highlights important statistics on domestic violence and emphasizes the need for community action to break the silence and work toward ending domestic violence in our area. - Cindy Beteag

Findings:

Recommendation:

PROCLAMATION

WHEREAS, it is a basic human right to live a life free from violence and abuse; and

WHEREAS, domestic violence is a serious problem occurring in all cultures and communities and not discriminating by age, gender, social class, race, ethnicity, religious affiliation or sexual orientation; and

WHEREAS, one in three women and one in four men in Utah will experience intimate partner violence in their lifetimes; and that 60-75% of families with intimate partner violence have children who are also impacted by the violence; and

WHEREAS, seniors are also victims of domestic and sexual violence and are part of the most under-reported group, and

WHEREAS, domestic violence-related homicides account for over 40% of homicides in Utah; and 80 Utah children will witness the murder or attempted murder of their mother every year; and

WHEREAS, awareness and intentional collaboration are required to find solutions to abuse and intimate partner violence; and

WHEREAS, it is the role of local government to provide for the health, safety, and welfare of its citizens; and

NOW THEREFORE I, Nanette Billings, Mayor of Hurricane City, Utah, in partnership with DOVE Center, do hereby proclaim October as:

DOMESTIC VIOLENCE AWARENESS MONTH

In Hurricane City, we urge all residents to use October as ***Domestic Violence Awareness Month*** to learn how they can break the silence and end domestic violence in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of Hurricane City, Utah this 29th day of September 2025.

_____
Nanette Billings, Mayor

Attest: _____
Cindy Beteag, Recorder

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of the reassignment of the Ray Shureman lease to Kelly Ashcroft for a hangar pad located at 5S at the Hurricane Airport.

Discussion: The Airport Board reviewed this item on January 21, 2025, and unanimously recommended approval. However, it was not carried forward for Council's final decision. Ray Shureman has since sold his lease for hangar pad 5S to Kelly Ashcroft, and the lease now requires formal Council approval. – Cindy Beteag

Findings:

Recommendation:

Mayor
Nanette Billings

City Manager
Kaden C. DeMille

HURRICANE CITY
UTAH

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

September 29, 2025

Kelly Ashcroft

RE: Hangar Pad at 5 South

Mr. Ashcroft,

I am pleased to inform that on September 29, 2025, the Hurricane City Council approved the assignment to you of the Hurricane Airport Land Lease, dated September 1, 2018, initially issued to Richard L. Frost (the "Lease") and then transferred to Ray Schureman in 2024. The decision of the Council, together with this confirming letter, constitutes the City's written approval of the assignment of the Lease to you. Please do not hesitate to reach out if you have any questions.

Thank you,

Nanette Billings
Hurricane City Mayor

147 North 870 West • Hurricane, UT • 84737
Phone: (435) 635-2811 • Fax (435) 635-4284
www.cityofhurricane.com

Mayor
Nanette Billings

City Manager
Kaden C. DeMille

HURRICANE CITY
UTAH

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

June 6, 2024

Ray Schureman

RE: Hangar Pad at 5 South

Mr. Schureman,

I am pleased to inform you that on June 6, 2024, the Hurricane City Council approved the assignment to you of the Hurricane Airport Land Lease, dated September 1, 2018, initially issued to Richard L. Frost (the "Lease"). The decision of the Council, together with this confirming letter, constitutes the City's written approval of the assignment of the Lease to you. Please do not hesitate to reach out if you have any questions.

Thank you,

Nanette Billing
Hurricane City Mayor

147 North 870 West • Hurricane, UT • 84737
Phone: (435) 635-2811 • Fax (435) 635-4284
www.cityofhurricane.com

HURRICANE AIRPORT LAND LEASE

AGREEMENT made on this 1st day of September 2018, by and between the City of Hurricane, Utah hereinafter referred to as the "Lessor" and Richard L Frost, hereinafter referred to as the "Lessee".

WHEREAS the Lessor is the owner and operator of the Hurricane City Airport; and

WHEREAS Lessee is not engaged in an aviation business and desires to lease ground from the Lessor to construct and occupy for private use, an aircraft hangar, for personal aircraft storage.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. Subject to the terms and conditions stated herein, the Lessor hereby leases to the Lessee a certain parcel of real property 1926 square feet in size including five feet beyond the hangar pad on three sides excluding the front and located at 800 W 2300 S 5 South Hurricane City Airport.
2. As more fully specified hereinafter, Lessee covenants to erect, construct, install and maintain continuous improvements on the leased premises including a private aircraft hangar and fixtures as may be necessary for the Lessee's aviation related operations.
3. The Lessee is hereby granted all rights and privileges to use all the common facilities, equipment, improvements and services which are now available and hereafter may be provided.
4. The Lessee agrees to abide by all pertinent rules and regulations set forth by the Federal Aviation Administration and The Hurricane Airport Authority.
5. The Lessee agrees to abide by all the provisions of the Code of Revised Ordinances of the City of Hurricane, Utah, and the Protective Covenants of the Hurricane City Airport, as the same now exist or as may be amended in the future.
6. The term of this lease agreement shall be for a period of twenty (20) years, commencing as of the date of execution of this agreement. Upon the expiration of said term, the Lessee shall have the first right of refusal to lease said premises for a period of (5) additional years, as may be negotiated by the parties.
7. The Lessee shall pay the Lessor an annual rental fee as follows:
   a. The sum of Twelve cents ($.12) per square foot per year.

$231.12

b. The annual rental fee will be adjusted every five years based on a review of rates by the Airport Board and approved by the City Council. All lessees will be notified of a rate change and the rate will take effect as of the next annual billing.
c. After 20 years the Lessee shall have the option to renew this lease in increments of five year periods at the rental rate in effect at the time of renewal.
d. In the event of a sale by the Lessee, the Lessor agrees to extend to the purchaser the terms and provisions of the unused years of the original lease, or the new Lessee may negotiate a new twenty year lease.

Rent payments shall be made to the order of the City of Hurricane and are due and payable each year on the 1st day of August. The first years lease payment will be prorated to the next August 1st payment date. Rents not paid within thirty (30) days of the due date shall accrue interest at the rate of eight percent (8%) per annum until paid in full.

8. The Lessee agrees to pay any and all taxes and/or special assessment against the improvements, including taxiways, placed upon the leased ground. The Lessee further agrees to pay all charges for utilities used on the leased premises.
9. The Lessee agrees to hold harmless the Lessor for all liability for injuries to persons or damage to property caused by the negligent use or occupancy of the above-described leased premises by Lessee, Lessee's agent, employees, or assigns. The Lessee must comply with all the airport rules and regulations.
10. The Lessor discloses to Lessee that the soil at the airport is collapsible. Lessee shall obtain soil reports and take the action necessary during construction of their hanger to mitigate this problem. Lessor will provide an engineered drainage system at the airport and it shall the Lessee's responsibility to construct the hangar at the engineered elevations and with the proper drainage. Lessee shall keep the area around their hangar clear of obstructions so the drainage will flow away from the hangar and into the city system. Any drainage problems or standing water should be reported to the airport manager.
11. The Lessee shall not at any time assign its rights under this agreement or any part thereof without the prior written approval of the Lessor, provided, however that the Lessee shall continue to be liable for all terms of this agreement.
12. By virtue of their investment in the Hurricane Air Park, the Lessees shall be eligible and considered for appointment to any board, commission or advisory position now in being or created in the future that concerns airport matters.
13. The Lessee shall maintain the premises, surrounding areas, and all improvements in a clean, orderly and sanitary condition. All structures must be painted, furnished, or covered with a permanent exterior surface and must be maintained by the Lessee.

14. Default or Breach. Each of the following events shall constitute a default or breach of this lease by the Lessee:
    a. Non-payment of rents, when said rent shall become due and Lessee shall not make the payment within sixty (60) days after written notice thereof by the lessor to the Lessee.
    b. If the Lessee shall fail to perform or comply with any of the provisions of this lease and the nonperformance shall continue for a period of sixty (60) days after written notice from the Lessor to the Lessee.
    c. If the Lessee shall vacate or abandon the demised premises, or if the premises shall pass to or devolve upon any person or party other that the Lessee's heirs or assigns, except in the manner herein permitted.
    d. If the Lessee shall use or allow the use of the demised premises for any other purpose than specifically stated herein.
15. In the event of any default by the Lessee, as set forth in the preceding section, the Lessor shall have the right to cancel and terminate this lease by giving the Lessee not less than ninety (90) days' notice of intent to terminate or cancel. Upon termination, Lessee shall not be entitled to a refund of the unused portion of the annual rent paid. Except as otherwise agreed by the parties, all buildings, improvements, equipment and personal items shall be deemed as property of the Lessee and shall be removed at the Lessee's expense within on hundred eighty (180) day period after expiration or termination of this lease shall become a part of the land upon which it is located and title thereto shall thereupon vest in Lessor.
16. Lessor reserves the following rights and privileges:
    a. The rights to develop, further improve, maintain and repair the Airport, exclusive of leased areas, as it sees fit. The Lessor agrees to coordinate these improvements with Lessee at the Airport in order to insure as small a dislocation of disruption of the Airport use as possible. The Lessor reserves the right to direct and control the above activities.
    b. The right to take any action it deems necessary to protect the area against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or structure on the Airport which in the opinion of the Lessor would limit the usefulness of the Airport or constitute a hazard to aircraft.
    c. The right to temporarily close the Airport or any facility or any part thereof, for maintenance or improvement of for the safety of the public, without liability to the Lessee. The Lessor agrees to coordinate any closings with Lessee in order to insure as small a dislocation or disruption of business as possible.

d. It is understood and agreed that the Lessor has the right, at Lessor's expense to move the facilities of Lessee upon the premises leased hereunder to a new location on said Airport property at such time during the existence of tis leas that changed conditions may require. In that event, Lessor agrees to provide the Lessee with a new location and facilities that would be comparable to Lessee's leased area and facilities at the time of such move. Lessor further agrees to provide Lessee with a new lease agreement of the new location upon the same terms and conditions as are contained herein for the unexpired term of the lease agreement.

17. In the event that the demised premises are condemned by any proper authority, the term of this lease will end on the date that Lessee is required to surrender possession of the premises. The Lessee shall be entitled to that portion of the Condemnation proceeds attributable to the fair market value of any improvements placed on the premises by Lessee.

18. In the event that Lessor is required to take any legal action of whatever kind or nature in order to enforce any term or condition of this lease, Lessee agrees to pay all costs and expenses therefore, including a reasonable attorney's fee.

19. Any notice required by the agreement shall be hand-delivered or sent by registered or certified mail, return receipt requested, to the appropriate party at the address set forth below, or to any other address which the parties may designate in writing:

Lessor:	City of Hurricane 147 North 870 West Hurricane Utah 84737 435-635-2811	Lessee:

20. Any approval required of Lessor by the terms of this lease shall not be unreasonable withheld.

21. This lease contains the entire agreement between the parties and cannot be changed or modified except by written instrument signed by both parties. This lease and the terms and conditions thereof apply to and shall be binding on the heirs, legal representatives, successors and assigns of both parties. In the event of a dispute between Lessor and Lessee cannot be resolved through normal administrative means, the parties agree to resolve the dispute using a neutral 3rd party outside mediator. Parties agree to use mediation or binding arbitration to resolve dispute in lieu of civil litigation.

22. This agreement shall be governed by and construed in accordance with the laws of the State of Utah.

23. The waiver or failure of the Lessor in insist in any one or more instances upon the strict performance by the Lessee of any provisions or covenant in the lease shall not be

considered as a waiver or relinquishment for the future, but the provision or covenant shall continue in full force.

24. Time is of the essence in all provision of this lease.

IN WITNESS THEREOF this lease agreement has been entered into the day and year first above written

LESSOR:

MAYOR CITY OF HURRICANE, UTAH

(SEAL)

CITY OF HURRICANE CORPORATE SEAL WASHINGTON COUNTY, UTAH

ATTEST

CITY RECORDER

LESSEE: BY

HURRICANE AIRPORT LAND LEASE

AGREEMENT made on this 21st day of May 23, by and between the CITY OF HURRICANE, UTAH, hereinafter referred to as the "Lessor" and Richard L Frost, hereinafter referred to as the "Lessee".

WHEREAS the Lessor is the owner and operator of the Hurricane City Airport; and

WHEREAS Lessee is not engaged in an aviation business and desires to lease ground from the Lessor to construct and occupy for private use, an aircraft hangar, for personal aircraft storage.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. Subject to the terms and conditions stated herein, the Lessor hereby leases to the Lessee a certain parcel of real property 1200 square feet in size including five feet beyond the hangar pad on three sides excluding the front and located at 5 South Hurricane City Airport.

2. As more fully specified hereinafter, Lessee covenants to erect, construct, install and maintain continuous improvements on the leased premises including a private aircraft hangar and fixtures as may be necessary for the Lessee's aviation related operations.

3. The Lessee is hereby granted all rights and privileges to use all the common facilities, equipment, improvements and services which are now available and hereafter may be provided.

4. The Lessee agrees to abide by all pertinent rules and regulations set forth by the Federal Aviation Administration and The Hurricane Airport Authority.

5. The Lessee agrees to abide by all the provisions of the Code of Revised Ordinances of the City of Hurricane, Utah, and the Protective Covenants of the Hurricane City Airport, as the same now exist or as may be amended in the future.

6. The Lessee agrees to submit plans/drawings of the proposed improvements to be constructed to the Airport Authority Board for their approval within three (3) months of the date of this agreement. It shall be the Lessee's responsibility to obtain and pay for a building permit and comply with all the ordinances of the City in junction with the construction of the hanger.

7. The Lessee agrees to complete construction of the proposed improvements within eight (8) months of the date of the Airport Authority approval. An extension of time may be granted by the Airport Board.

8. The term of this lease agreement shall be for a period of five (5) years, commencing as of the date of execution of this agreement. Upon the expiration of said term, the Lessee shall have the first right of refusal to lease said premises for periods of five (5) additional years, as may be negotiated by the parties. This lease may be terminated by the City when said property becomes needed for additional airport expansion. The City will provide notice to the Lessee 6 months in advance of termination and agrees to make available another parcel of property for the Lessee. Lessee will be responsible for moving the hanger to the new parcel and entering into a new lease agreement with the City on that parcel.

9. The Lessee shall pay the Lessor an annual rental fee as follows:

a. The sum of Twelve cents ($.12) per square foot per year for each of the first ten years.

b. For each of the years 1 through 5, the annual rental fee will be adjusted every five years based on Social Security annual inflation rate.

c. After 5 years the lessee shall have the option to renew this lease in increments of five year periods for amounts mutually agreed upon by both parties.

d. In the event of a sale by the lessee, the lessor agrees to ~~extend to the purchaser the terms and provisions of the unused years of the original lease, or~~ renegotiate a new twenty year lease.

Rent payments shall be made to the order of the City of Hurricane and are due and payable each year on the 1st day of August. The first years lease payment will be prorated to the next August 1st payment date. Rents not paid within thirty (30) days of the due date shall accrue interest at the rate of eight percent (8%) per annum until paid in full.

10. The Lessee agrees to pay any and all taxes and/or special assessments against the improvements, including taxiways,

placed upon the leased ground. The Lessee further agrees to pay all charges for utilities used on the leased premises.

11. The Lessee agrees to hold harmless the Lessor for all liability for injuries to persons or damage to property caused by the negligent use or occupancy of the above-described leased premises by Lessee, Lessee's agent, employees, or assigns. The Lessee must comply with all the airport rules and regulations.

12. The Lessor discloses to Lessee that the soil at the airport is collapsible. Lessee shall obtain soil reports and take the action necessary during construction of their hanger to mitigate this problem. Lessor will provide an engineered drainage system at the airport and it shall be the Lessee's responsibility to construct the hangar at the engineered elevations and with the proper drainage. Lessee shall keep the area around their hangar clear of obstructions so the drainage will flow away from the hanger and into the city system. Any drainage problems or standing water should be reported to the airport manager.

13. The Lessee shall not at any time assign its rights under this agreement or any part thereof without prior written approval of the Lessor; provided, however, that the Lessee shall continue to be liable for all terms of this agreement.

14. By virtue of their investment in the Hurricane Air Park, the Lessees shall be eligible and considered for appointment to any board, commission or advisory position now in being or created in the future that concerns airport matters.

15. The Lessee shall maintain the premises, surrounding areas, and all improvements in a clean, orderly and sanitary condition. All structures must be painted, furnished, or covered with a permanent exterior surface and must be maintained by the Lessee.

16. Lessee hereby acknowledges and agrees:

a. that he has received from Lessor a copy of a limited soils study completed by Lessor for the Hurricane City Airport property generally, showing a potential for unstable soils and other problems. Lessee shall, at his expense: (1) prior to the issuance of a building permit, provide Lessor with a site specific soil study prepared by a licensed geotechnical engineer, showing the suitability of the soil of the lease site for building purposes, and (2) prior to the issuance of a certificate of occupancy,

provide Lessor with a letter certifying that the building has been constructed in accordance with the site specific soils study. Lessee further agrees to assume all risk of soil subsidence on the leased premises and hereby waives any and all claims against Lessor for any damage to persons or property caused by soil subsidence of other soil problems on the leased premises.

b. that prior to the issuance of any building permit by the City of Hurricane, Lessee shall obtain site plan approval from the Airport Advisory Board. Any application for such site plan approval shall include the following information:

i. Location of hangar
ii. Elevation and slope for drainage purposes
iii. Elevation of building
iv. Types and location of utilities
v. Pre building permit geotechnical data sheet stamped by a licensed geotechnical engineer.
vi. Areas proposed for asphalting.

17. Default or Breach. Each of the following events shall constitute a default or breach of this lease by the Lessee:

a. Non-payment of rents, when said rent shall become due and Lessee shall not make the payment within sixty (60) days after written notice thereof by the Lessor to the Lessee.

b. If the Lessee shall fail to perform or comply with any of the provisions of this lease and the nonperformance shall continue for a period of sixty (60) days after written notice from the Lessor to the Lessee.

c. If the Lessee shall vacate or abandon the demised premises, or if the premises shall pass to or devolve upon any person or party other than the Lessee's heirs or assigns, except in the manner herein permitted.

d. If the Lessee shall use or allow the use of the demised premises for any other purpose than specifically stated herein.

18. In the event of any default by the Lessee, as set forth in the preceding section, the Lessor shall have the right to cancel and terminate this lease by giving the Lessee not less than ninety (90) days notice of intent to terminate or cancel. Upon termination, Lessee shall not be entitled to a refund of the

unused portion of the annual rent paid. Except as otherwise agreed by the parties, all buildings, improvements, equipment and personal items shall be deemed as property of the Lessee and shall be removed at the Lessee's expense within one hundred eighty(180) days after the date of termination. Unless additional time is granted by Lessor, any and all such property not removed by Lessee within the said one hundred eighty(180) day period after expiration or termination of this lease shall become a part of the land upon which it is located and title thereto shall thereupon vest in Lessor.

19. Lessor reserves the following rights and privileges:

a. The right to develop, further improve, maintain and repair the Airport, exclusive of leased areas, as it sees fit. The Lessor agrees to coordinate these improvements with Lessee at the Airport in order to insure as small a dislocation or disruption of the Airport use as possible. The Lessor reserves the right to direct and control the above activities.

b. The right to take any action it deems necessary to protect the area against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or structure on the Airport which in the opinion of the Lessor would limit the usefulness of the Airport or constitute a hazard to aircraft.

c. The right to temporarily close the Airport or any facility or any part thereof, for maintenance or improvement or for the safety of the public, without liability to the Lessee. The Lessor agrees to coordinate any closings with Lessee in order to insure as small a dislocation or disruption of business as possible.

d. It is understood and agreed that the Lessor has the right, at Lessor's expense, to move the facilities of Lessee upon the premises leased hereunder to a new location on said Airport property at such time during the existence of this lease that changed conditions may require. In that event, Lessor agrees to provide the Lessee with a new location and facilities that would be comparable to Lessee's leased area and facilities at the time of the move. Lessor further agrees to provide Lessee with a new lease agreement for the new location upon the same terms and conditions as are contained herein for the unexpired term of the lease agreement.

20. In the event that the demised premises are condemned by any proper authority, the term of this lease will end on the date that Lessee is required to surrender possession of the premises. The Lessee shall be entitled to that portion of the condemnation proceeds attributable to the fair market value of any improvement placed on the premises by Lessee.

21. In the event that Lessor is required to take any legal action of whatever kind or nature in order to enforce any term or condition of this lease, Lessee agrees to pay all costs and expenses therefore, including a reasonable attorney's fee.

22. Any notice required by the agreement shall be hand-delivered or sent by registered or certified mail, return receipt requested, to the appropriate party at the address set forth below, or to any other address which the parties may designate in writing:

Lessor: City of Hurricane
147 North 870 West
Hurricane, Utah

435-635-2811

Lessee: Richard L. Frost
348 No. 3260 West
Hurricane UT 84737
435-275-7132

23. Any approval required of Lessor by the terms of this lease shall not be reasonably withheld.

24. This lease contains the entire agreement between the parties and cannot be changed or modified except by written instrument signed by both parties. This lease and the terms and conditions thereof apply to and shall be binding on the heirs, legal representatives, successors and assigns of both parties. In the event of a dispute between lessor and lessee cannot be resolved through normal administrative means, the parties agree to resolve the dispute using a neutral 3rd outside mediator. Parties agree to use mediation or binding arbitration to resolve dispute in lieu of civil litigation.

25. This agreement shall be governed by and construed in accordance with the laws of the State of Utah.

26. The waiver or failure of the Lessor to insist in any one or more instances upon the strict performance by the Lessee of any provisions or covenant in the lease shall not be considered as a waiver or relinquishment for the future, but the provision or covenant shall continue in full force.

27. Time is of the essence in all provisions of this lease.

IN WITNESS THEREOF this lease agreement has been entered into the day and year first above written.

LESSOR:

CITY OF HURRICANE CORPORATE SEAL WASHINGTON COUNTY, UTAH

Thomas B. Luschi

MAYOR
CITY OF HURRICANE, UTAH

(SEAL)

ATTEST

CITY RECORDER

LESSEE:

By:

Richard L. Ford

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a First Amended Private Hangar Lease Agreement with Legend Air Lease LLC for hangar pad 2 North 1 East.

Discussion: The lessee is requesting that the size of the leased area be increased to accommodate a hangar that is 85' wide. On September 16, 2025, the Airport Board unanimously recommended to grant the lessee's request. The packet includes a proposed amended lease consistent with the request. For reference, this hangar is located at the southwest corner of Plot 46 in the Airport Master Plan, which is also included in the packet. Under the terms of the lease, the Lessee will have 8 months to submit for plan and building permit approval and 24 months after approval to complete the hangar improvement. -Dayton Hall

Findings:

Recommendation:

FIRST AMENDED PRIVATE HANGAR LEASE AGREEMENT

BETWEEN

HURRICANE CITY, UTAH

AND

LEGEND AIR LEASE LLC

Effective Date: September 29, 2025

Hangar Pad: 2 N. 1 E.

FIRST AMENDED PRIVATE HANGAR LEASE AGREEMENT

THIS PRIVATE HANGAR LEASE AGREEMENT (which, as amended from time to time, is defined herein as the ("Agreement") is entered into as of the 29th day of September, 2025, by and between Hurricane City, Utah, a Utah municipal corporation, (the "City") and Legend Air Lease LLC, a Utah limited liability company, (the "Tenant").

RECITALS

WHEREAS, City owns and operates an airport located at 800 W. 2300 S., Hurricane, Utah 84737 (the "Airport"); and

WHEREAS, City and Tenant desire to accommodate, promote, and enhance general aviation at the Airport; and

WHEREAS, Tenant desires to lease certain real property at the Airport for the purpose of constructing or purchasing a private hangar for aircraft as provided in this Agreement;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Agreement to Lease and Operate Concession

A. Agreement to Lease Premises. City hereby leases to Tenant and Tenant hereby leases from City that certain real property 6,175 square feet in size including five feet beyond the hangar pad on three sides excluding the front and located at the property identified as 2N 1E on the Airport property (the "Premises"). The size of the leased property is to accommodate a 85'x50' hangar, with the front of the hangar located on the front boundary of the Premises. Tenant agrees to accept the Premises "as is" and City makes no warranty as to the condition of the Premises or its suitability for any particular purpose.

B. Disclosure of Soil Condition. City discloses to Tenant that the soil at the Airport is collapsible and otherwise unstable. Tenant is responsible to obtain appropriate soil evaluation reports, to adhere to the recommendations in the reports, and take whatever action is necessary to mitigate the soil condition on the Premises. Tenant is responsible to construct the hangar at the engineered drainage elevations so the drainage will flow properly. Tenant will maintain and keep the area around the premises clear of debris and obstructions so as not to cause disruption in the expected normal drainage flow.

C. Construction of Tenant Improvements. Tenant shall construct or purchase and maintain continuous improvements on the leased Premises, which shall include a concrete pad, an aircraft hangar, fixtures, and any utilities as may be necessary for the Tenant's aviation related activities (referred to herein as the "Tenant Improvements"). Such Tenant Improvements must meet the Airport's Building Development Standards and any applicable Federal Aviation Administration requirements in effect as of the date of this Agreement. The Tenant agrees to submit plans/drawings of the proposed Tenant Improvements to City within eight (8) months of the execution date of this Agreement. Tenant shall be responsible to obtain and pay for proper building permits for the Tenant Improvements and comply with all the applicable ordinances of

the City when planning and constructing the Tenant Improvements. Tenant agrees to complete construction of the proposed Tenant Improvements within twenty-four (24) months from the date the building permit is issued.

D. Grant of Concession and Purpose of Agreement. Tenant agrees that it shall have the right, privilege, and obligation to use the Premises for the following purposes: The parking, storage, service, repair, light maintenance, operation, and modification or construction (on a noncommercial basis only) of Aircraft, plus incidental activities related to such purposes. An ("Aircraft") shall be any aircraft that Tenant owns or controls, or that is subject to an authorized sublease, when approved in writing in advance by City. Tenant shall provide to City the make, model, and registration number of any Aircraft owned or controlled by Tenant, or that are subject to an authorized sublease, that are based at the Premises.

E. Access. City agrees that if Tenant is not in breach of this Agreement, Tenant and Tenant's employees, officers, directors, subtenants that are approved by City pursuant to this Agreement, contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Tenant's Associates") may ingress and egress across the Airport in the areas designated by City and as permitted by applicable Laws and Regulations, on a non-exclusive basis and to the extent reasonably necessary for Tenant's use, occupancy, and operations at the Premises.

F. Right of Flight and Other Reserved Rights. This Agreement conveys only a leasehold interest in the Premises on the terms and for the purposes provided herein, and it conveys no other rights, titles, or interest of any kind. City reserves rights in the Premises including but not limited to, a right of aircraft movement on Airport property, a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, subject to the rules, regulations, and policies as may be adopted from time to time by the City, and rights in water, minerals, oil, and gas.

G. Enjoyments of Rights. Subject to Tenant's complete performance of the payment and other obligations contained in this Agreement, Tenant shall enjoy the rights, uses, and privileges stated in this Agreement.

2. Term. The term of this Agreement shall commence on the date of execution of this Agreement and shall continue thereafter for a term of twenty (20) years until September 29, 2045, (the "Initial Term"). If the tenant desires to renew this Agreement, the tenant must notify the City in writing at least 60 days prior to the expiration of the initial term. Upon such notification, this lease shall renew for an additional five (5) year period at the lease rates stated in Section 3 of this Agreement.

3. Rent

A. Rent. For Tenant's lease of the Premises, Tenant covenants to pay to City without off-set or deduction the annual ground rent as shown in the table below and commencing on the date of execution of this Agreement. All rent shall be due and payable to the City of Hurricane annually in advance, without notice or demand from City, on the 1st day of August. The first year's rent payment will be prorated to the next August 1st payment date.

Years	Rent amount per square foot
2022 – 2027	.15
2028 – 2033	.18
2034 – 2039	.21

2040 – 2045	.24
2046 – 2051	.27
2052 – 2057	.30
2058 – 2063	.33

C. Dishonored Checks. If any check paid on behalf of Tenant is dishonored or returned by a bank for any reason, Tenant shall pay all charges assessed to City by the bank plus a service charge of fifty dollars ($50.00) per occurrence (or such other amount as City shall implement from time to time) in addition to other sums due under this Agreement.

D. Past Due Amounts. If tenant fails to pay when due any amount required to be paid by Tenant under this Agreement, such unpaid amount shall bear interest at the rate of eighteen percent (18%) from the due date of such amount to the date of payment in full, with interest. In addition, City may charge a sum of five percent (5%) of such unpaid amount as a service fee, which the parties agree is a reasonable amount to cover the additional costs for billing and collecting arising from Tenants failure to make payment in a timely manner. All amounts due under this Agreement are and shall be deemed to be rent, and shall be paid without abatement, deduction, off-set, prior notice, or demand (unless expressly provided by the terms of this Agreement). City's acceptance of any past due amount either full or partial (or its associated interest or service fee) shall not constitute a waiver of any default under this Agreement.

4. Tenant's Use of Premises and Airport

A. No Interference. Tenant and Tenant's Associates shall not use the Premises or the Airport in any manner that interferes with any operation at the Airport or decreases the Airport's effectiveness, as reasonably determined by the City at its sole discretion. Tenant shall promptly notify City of any use that creates such interference or decrease of effectiveness and remedy the same to City's satisfaction.

B. Comply with all Laws and Regulations. Tenant and Tenant's Associates shall comply at all times, at Tenant's sole cost, with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Tenant's use, occupancy, or operations at the Premises or the Airport (the "Laws and Regulations"), which include but are not limited to, the Airport Rules and Regulations, Policies and Procedures, Minimum Standards for Commercial Aeronautical Activities, Utah Code Annotated, the Code of Revised Ordinances of Hurricane City, the Protective Covenants of the Hurricane City Airport, applicable Federal Aviation Regulations, and all lawful, reasonable, and nondiscriminatory Airport policies and other requirements.

C. No Unauthorized Use. Tenant and Tenant's Associates shall use the Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, any use that would damage, interfere with, or alter any improvement; restricting access on any road or other area that Tenant does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Laws and Regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; the use of automobile parking areas in a manner not authorized by City; fueling activities on the Premises or any other area that City has not authorized; commercial activities, aircraft parking, or storage in areas not leased by Tenant, any use unrelated to the purposes of this Agreement; and any use that would be prohibited by or would impair coverage under either party's insurance policies.

D. Permits and Licenses. Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use, occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice from any governmental authority that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide City with timely written notice of the same.

E. Taxes and Liens. Tenant shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for the Tenant Improvements). Within ten (10) days of notice of such lien, Tenant shall have the lien removed or deposit with the City cash or other security acceptable to City in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the Premises, Tenant shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against City's real property or any interest therein.

F. Damage to Property and Notice of Harm. Tenant, at Tenant's sole cost, shall repair or replace to City's satisfaction any damaged property that belongs to City or City's other Tenants to the extent that such damage arises from or relates to an act or omission of Tenant or Tenant's Associates. Tenant shall promptly notify City of any such property damage. If Tenant discovers any other potential claims or losses that may affect City, Tenant shall promptly notify City of the same.

G. No Alterations or Improvements. Tenant shall not make or cause to be made any alterations or improvements to the Premises or to other areas of the Airport without City's prior written consent.

H. Security. Tenant is responsible to comply, at Tenants sole cost, with all security measures that City, Federal Aviation Administration, the United States Transportation Security Administration or any other governmental authority having jurisdiction may require in connection with the Airport. Tenant shall protect and preserve security at the Airport, including, but not limited to, protecting security information and protecting any access points to the Airport that are maintained by Tenant. Tenant will be vigilant in watching for unusual activity or persons that do not belong at the Airport, and will report such to the Airport Manager or by calling 1-866-GA-SECURE.

I. Removal of Disabled or Derelict Aircraft. Tenant shall promptly remove or cause to be removed from any portion of the Airport not leased by Tenant the Aircraft (or any other aircraft that Tenant owns or controls) if it becomes disabled or derelict. Tenant may store such aircraft within the Tenant Improvements or, with the City's prior written consent, elsewhere at the Airport on terms and conditions established by City. If Tenant fails to comply with this requirement after a written request by City to comply, City may (but is not required to) cause the removal of any such aircraft at Tenant's expense by any means that City determines to be in City's best interests.

J. Maintenance, Repair, Utilities, and Storage. Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to the City. Tenant shall be solely responsible to design and construct the Tenant Improvements and to maintain, repair, reconstruct, and operate the Premises and the Tenant Improvements at Tenant's sole cost and expense, including, but not limited to, all utility services, janitorial services, waste disposal, and

ramp repair. Tenant shall at all times maintain the Premises and the Tenant Improvements in a condition that is clean, safe, sanitary, and in good repair. Tenant shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. City has sole discretion to determine the quality of the work. Tenant shall promptly remedy any condition that fails to meet this standard. In addition to other restrictions and requirements contained in this Agreement, Tenant shall not store outside of the Tenant Improvements (aircraft hangar) any inoperable equipment, discarded or unsightly materials, materials likely to create a hazard, trailers (except trailers designed to carry gliders), inoperative motor vehicles, or any other similar items. Tenant is responsible to keep the area five feet out from all four sides of the aircraft hangar clear of weeds and any debris.

K. Operations. Tenant's operations shall comply with the following.

(i) Airport Operations. Tenant shall occupy the Premises and shall operate in a manner that promotes effective Airport operations. Among other things, Tenant shall immediately notify the Airport Manager of any condition observed at the Airport that may create a hazard or disruption; Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees; and Tenant shall promptly respond to City's requests for information and reasonable assistance in connection with planning and other operational matters at the Airport. If City determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by City or other agency in charge and shall operate in a manner that protects safety and the interests of the public.

(ii) Safety. Tenant shall maintain appropriate safety items at the Premises as may be required by the City, Local Fire Authority, or other governmental agency

(iii) Personnel. Tenant shall control the conduct, demeanor, and appearance of its employees and Tenant's Associates so they do not annoy, disturb, or impair Airport customers, tenants, or employees. Tenant shall provide the Airport Manager with the name and contact number of a person who is responsible for and has authority to act on behalf of Tenant.

(iv) Deficiencies. Without limiting or waiving any other remedies available to City, including declaring a breach of this Agreement, City's remedies shall include the following in connection with deficiencies in Tenant's operations.

(a) Propose and Implement Cure. Tenant shall meet with the Airport Manager as he or she may request regarding the quality of Tenant's operations, whether or not in connection with a specific complaint. Tenant shall propose curative measures in response to City's determinations regarding deficiencies in Tenant's operations and shall implement as expeditiously as possible measures that are approved by City.

(b) Remove Employees and Associates. City shall have the right to require Tenant to remove from the Airport any employee or any of Tenant's Associates that City reasonably determines to be in violation of any provision of this Agreement or otherwise detrimental to City's interests at the Airport.

5. City's Rights and Obligations

A. Airport Maintenance. Subject to subparagraph C. of this section, City agrees that as long as the Airport is certified to operate as an airport by the Federal Aviation Administration (or

any successor agency), City shall keep the property of the Airport in good repair and free from obstruction in accordance with applicable Federal standards.

B. Access to Premises. City for itself and its employees, officers, directors, agents, and other representatives ("City's Associates") reserves the right to enter the Premises and Tenant Improvements at reasonable times and with reasonable notice for any purpose relating to the Airport including, but not limited to, conducting inspections, determining compliance with this Agreement, conduct Airport work, or for emergency purposes, provided that they shall not unreasonably interfere with Tenant's use of the Premises or Tenant's Improvements.

C. City's Right to Relocate Tenant's Improvements from Premises. It is understood and agreed that as conditions may require, the City has the right to require Tenant to relocate Tenant's Improvements from the Premises to a new location at a new airport if the City elects to relocate the Airport, which would be comparable to Tenants current leased Premises. Tenant shall bear the costs associated with relocating Tenant's Improvements and property to the new location. City agrees to provide the Tenant with a new Private Hangar Lease Agreement for the new location upon the same terms and conditions as are contained herein for the unexpired term of this Agreement.

D. City Charges. City has the right to impose rates and charges in connection with any matter at the Airport in a manner consistent with Laws and Regulations.

E. City Directives. City is the owner and proprietor of the Airport, and City has the right to issue any lawful, reasonable, and non-discriminatory directive as a landlord and proprietor that City determines to be in City's best interests.

F. Governmental Acts. City is a governmental entity, and City has all rights, powers, immunities, and privileges afforded to it under Laws and Regulations. Tenant agrees that Tenant is subject to any lawful governmental act of City without regard to the provisions of this Agreement.

6. Indemnification, Insurance, and Letter of Credit

A. Indemnity by Tenant. Tenant agrees to indemnify, hold harmless, and defend City and its officers and employees from and against losses of every kind and character (including but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court of dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) this Agreement; (ii) any use, occupancy, or operations at the Premises or the Airport by Tenant or Tenant's Associates; or (iii) any wrongful, reckless, or negligent act or omission of Tenant or Tenant's Associates. Tenant shall use attorneys, experts, and professionals that are reasonably acceptable to City in carrying out this obligation. This obligation does not require Tenant to indemnify City and its officers and employees against losses (as defined above) that arise solely from the negligent acts or omissions of City and its officers and employees. The obligation stated in this Section 6.A. shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are proven to be true.

B. Waiver. Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities,

claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft) against City and its officers, employees, and volunteers arising from or related to Tenant's use, occupancy, or operations at the Premises or the Airport.

C. **Insurance**. At Tenant's cost, Tenant shall procure the following insurance coverage prior to entering the Premises, and Tenant shall maintain its insurance coverage in force at all times this Agreement is in effect:

i. Aircraft Liability with Additional Coverage. Aircraft liability insurance that includes premises liability, and, if applicable, mobile equipment coverage with a combined single limit for bodily injury and property damage of not less than one million dollars ($1,000,000) per occurrence (and one hundred thousand dollars ($100,000) per passenger seat for applicable claims), including, but not limited to, contractual liability coverage for Tenant's performance of the indemnity agreement set forth in Section 6.A. If any such coverage is not available to Tenant in the form of an aircraft liability policy, Tenant shall obtain substantially similar coverage through a commercial general liability policy.

ii. Property. Tenant is solely responsible for Tenant's Improvements and Tenant's personal property, and Tenant may purchase insurance for Tenant's Improvements and Tenant's personal property as Tenant may determine.

iii. Automobile. If Tenant drives any automobile other than in the roadways and automobile parking areas at the Airport (including, but not limited to, if Tenant parks an automobile in Tenant's hangar when permitted by this Agreement), comprehensive automobile liability coverage for claims and damage due to bodily injury or death of any person or property damage arising out of Tenant's ownership, maintenance, or use of any motor vehicles, whether owned, hired, or non-owned, of not less than five hundred thousand dollars ($500,000) single combined limit "per accident" for bodily injury and property damage.

iv. Pollution. Tenant is responsible for environmental losses. Any pollution legal liability insurance obtained by Tenant shall comply with the requirements for insurance that are stated in this Agreement. If Tenant engages in self-fueling, Tenant shall comply with City's self-fueling requirements, including, but not limited to, pollution legal liability insurance requirements.

v. Aircraft. Tenant is solely responsible for any damage to the Aircraft. Tenant shall obtain insurance coverage for the Aircraft as Tenant may determine.

vi. Business Interruption. Tenant is solely responsible for all costs of business interruption, however incurred, and Tenant may purchase business interruption insurance as Tenant may determine.

D. Insurance Requirements. The insurance described by this section have the following requirements:

i. General Requirements. At all times when this Agreement is in effect, Tenant shall maintain in force all required insurance coverage and shall have on file with the City Certificates of Insurance evidencing the same. Such certificates shall provide that coverage will not be cancelled, suspended, voided, or reduced without at least thirty (30) days prior written notice to the City. Ratings for the financial strength of the companies providing Tenant's insurance policies shall be disclosed in such certificates and shall be "A- VII" or stronger as

published in the latest Best's Key Rating Guide (or a comparable rating from a comparable rating service). If a lower rating is proposed, City may examine the financial strength of the insurance company proposed to provide coverage and may consent to a lower rating in the City's sole and absolute discretion, and City may also require additional assurances from Tenant. All certificates shall be signed by a person authorized by the insurer and licensed by the State of Utah. All policies (except any policies required for worker's compensation or error s and omissions) and the certificates evidencing coverage shall name City and its officers, employees, and volunteers as additional insureds (or in the case of property coverage, City shall be named as a loss payee). Tenant shall provide for a renewal of all insurance coverage on a timely basis to prevent any lapse in coverage. City retains the right to approve any deductibles, and Tenant shall notify City of any material erosion of the aggregate limits of any policy. Tenant's policies shall be primary. Such policies shall extend insurance to cover Tenant's contractual obligations under this Agreement.

ii. Minimum Requirements. City's insurance requirements are minimum requirements, and Tenant is responsible to obtain adequate insurance coverage as Tenant may determine. Except as otherwise expressly set forth in this Agreement, Tenant assumes all risk under this Agreement (including, but not limited to, business interruption claims) whether or not insured.

iii. Waiver of Subrogation. Notwithstanding any other provision contained in this Agreement, each of the parties hereby waives any rights of subrogation it may have against the other party for loss or damage from any risk that is covered by insurance (including, but not limited to, claims for business interruption). Each of the parties shall obtain a clause or endorsement providing for such waiver of subrogation in any policies of insurance required under this Agreement.

iv. Terms Subject to Change. City, in its sole and absolute discretion, reserves the right to review and adjust at any time Tenant's required insurance limits, types of coverage, and any other terms applicable to insurance to reasonably insure against any risk associated with this Agreement or Tenant's use, occupancy, or operations at the Airport. Among other things, City may review any or all insurance coverage on a periodic basis and in connection with any specific activity or event associated with the Airport or proposed by Tenant.

v. Stopping Operations. Among City's remedies, if at any time Tenant's insurance coverage is not in effect as required herein, City may (but is not required to) stop all or any portion of Tenant's operations without liability to City until Tenant fully restores such coverage.

E. Performance Security. City reserves the right to require a performance security in a form and amount acceptable to City upon any material default by Tenant under this Agreement.

7. Hazardous Materials. Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on , under, or about the premises or the Airport by Tenant or Tenant's Associates in violation of applicable Environmental Laws. Tenant is responsible for any such violation as provided by Section 6.A. of this Agreement. Tenant agrees that in the event of a release or threat of release of any Hazardous Material by Tenant or Tenant's Associates at the Airport, Tenant shall provide City with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable Laws and Regulations.

8. Assignment and Subleasing

A. Assignment. Tenant shall not assign any of its rights under this Agreement, including, but not limited to, rights in the Tenant Improvements, (whether such assignment is voluntary or involuntary, by merger, consolidation, dissolution, change in control, or any other manner), shall not encumber any such rights or record this Agreement (or any document or interest related thereto) and shall not delegate any performance under this Agreement, except with prior written consent of City to any of the same. City will not unreasonably withhold written consent to an assignment of this Agreement.

B. Subleasing. With prior written consent of City, Tenant shall have the right to sublease portions of the Premises and Tenant Improvements only for the purposes specified in this Agreement or to store an aircraft. City shall have the right to approve any sublease tenant and sublease agreement. Tenant shall impose on any approved sublease tenant the same terms set forth in this Agreement to provide for the rights and protections afforded to City. Tenant shall reserve the right to amend any sublease to conform to the requirements of this Agreement, and any sublease shall be consistent with and subordinate to this Agreement as it is amended from time to time. Any sublease shall include an agreement that the sublease will attorn to and pay rent to City if Tenant ceases to be a party to this Agreement. Tenant shall provide to City a copy of any sublease executed by Tenant. No sublease shall relieve Tenant of any obligations under this Agreement.

9. Damage, Destruction, and Condemnation.

A. Damage or Destruction of Premises. If any portion of the Premises or the Tenant Improvements is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by City as being consistent or better that the original improvements, and Tenant shall follow City's policies and procedures regarding obtaining building permits as necessary. Tenant shall apply all proceeds that are made available from Tenant's insurance policies (or those of any subtenant or assignee) to performing such work. If City performs such work pursuant to Section 10.B, such insurance proceeds shall be paid to City. If the Premises or Tenant Improvements are tenantable despite such damage, Tenant shall not receive any abatement of Tenant's rent obligations. To the extent that any portion is rendered untenantable by such damage in light of the purposes of this Agreement (as determined by City in its sole discretion), rent shall continue if Tenant has business interruption insurance, or if Tenant does not have such insurance, City shall abate Tenant's rent proportionately until repairs have been substantially completed (as determined by City in its sole discretion).

B. Condemnation. In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than the City), all compensation from such proceeding shall be paid to City, except that Tenant may pursue a claim against the condemnor for the value of the Tenant Improvements and Tenant's leasehold interest and any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the event of a partial taking, City shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the premises so taken. If City determines in its sole discretion that all or a material portion of the premises will be (or has been) rendered untenantable as a result of such taking, City may terminate this Agreement by giving Tenant a written notice of termination, and

this Agreement shall terminate at time specified in the notice (which shall not be less than sixty (60) days after the date of such notice).

10. Default

A. Tenant's Default. Each of the following events shall constitute a default or breach of this Agreement by the Tenant. (i) Tenant fails to timely pay any installment of rent; (ii) Tenant violates any requirement under this Agreement (including, but not limited to, abandonment of the Premises) and fails to cure the same within sixty (60) days after written notice thereof by City to Tenant; (iii) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (iv) Tenant files a petition in bankruptcy, becomes insolvent, or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vi) Tenant defaults in constructing a Tenant Improvement as provided for in this Agreement.

B. Remedies. Upon default by Tenant under this Agreement, City may (at any time) pursue any or all remedies available to City, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to City all costs incurred by City for such performance; (ii) terminate Tenants rights under this Agreement upon delivering a written notice of termination; and (iii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, the cost of improving and re-letting the Premises, and any attorney fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent required under this Agreement for the remaining term of this Agreement, and Tenant shall pay City on demand for any deficiency in the same. No action by City or City's Associates shall be construed as an election by City to terminate this Agreement or accept any surrender of the Premises unless City provides Tenant with a written notice expressly stating that City has terminated this Agreement or accepted a surrender of the Premises. Following a default by Tenant under this Agreement, City shall exercise commercially reasonable, good faith efforts to mitigate its damages as required by applicable Utah law.

C. Default by City. City shall not be in default under this Agreement unless City fails to perform an obligation required of City under this Agreement within thirty (30) days after written notice by Tenant to City. If the nature of City's obligation is such that more than thirty (30) days are reasonably required for performance or cure, City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event may Tenant terminate this Agreement or withhold the payment of rent or other charges provided for in this Agreement as a result of City's default.

D. Survival. The provisions of this Section 10 and the remedies and rights provided in Section 6 shall survive any expiration or termination of this Agreement.

11. Expiration or Termination

A. Tenant's First Right of Refusal. If the City elects to re-let the Premises upon the expiration of this Agreement, and if the Tenant is in compliance with the terms of this Agreement, the Tenant shall have the first right of refusal to enter into a new lease of the

Premises upon the terms and conditions as the City Council at the time may require. No sooner than 180 days and no later than 30 days before the end of the term of this Agreement, Tenant shall notify City in writing that Tenant desires to exercise its right of first refusal under this paragraph, after which the Tenant's right of first refusal shall expire. Tenant's refusal to enter into a new lease upon the terms and conditions required by the City Council at the time shall also result in the expiration of Tenant's right of first refusal.

B. Disposition of Tenant Improvements. Upon the termination of this Agreement before or on the expiration date, Tenant shall do one of the following at the option of City: (1) enter into a new lease to relet the Premises pursuant to Tenant's right of first refusal as set out in Section 11.A.; (2) surrender the Tenant Improvements to City if City has determined to accept the Tenant Improvements, with Tenant's rights, title, and interests in the Tenants Improvements being deemed transferred to the City upon the City accepting the same; or (3) remove all Tenant Improvements from the Premises and Airport at Tenant's sole expense in a manner acceptable to City (and the obligations of section 6.A. shall apply to such removal). If Tenant fails to remove any Tenant Improvements under subsection (4), City may do so in any manner acceptable to City pursuant to Section 10.B.

C. Surrender of Premises. Unless the Premises is relet to Tenant prior to the expiration of this Agreement pursuant to Section 11.A., upon any expiration or termination of this Agreement, Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to City the Premises (and any Tenant Improvements accepted by the City pursuant to Section 11.B) "broom clean" and in good order and condition, excepting reasonable wear and tear; (ii) repair in a good and workmanlike manner any damage to the Premises or the Airport that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to City all keys and access credentials relating to the Airport; (iv) perform Tenant's environmental obligations as provided in Section 7; and (v) remove all movable personal property and trade fixtures (including signage) that are not owned by City, (except that Tenant must obtain City's prior written consent to remove any such property if Tenant is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by City without notice to, and without any obligation to account to, Tenant or any other person (except that Tenant Improvements shall be as provided in Section 11.B). Tenant shall pay to City all expenses incurred in connection with the disposition of such property in excess of any amount received by City from such disposition. Tenant shall not be released from Tenant's obligations under this Agreement in connection with surrender of the Premises until City has inspected the Premises and delivered to Tenant a written acceptance of such surrender.

D. Holding Over. If Tenant remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement and City may terminate such occupancy as a tenancy at will in accordance with Utah Law. During such occupancy, Tenant shall comply will all provisions of this Agreement that are applicable to an at-will-tenancy, and Tenant shall pay the following rent: ground rent at the highest rate then charged at the Airport and rent for the Tenant Improvements at fair market value based on City's survey of rent for similarly situated facilities at the Airport and at other western airports.

E. Survival. The provisions of this Section 11 shall survive any expiration or termination of this Agreement.

12. General Provisions

A. No Exclusive Rights. Nothing in this Agreement shall be construed to grant to Tenant any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Tenant's exclusive use as provided herein).

B. Agreement Preserves City's Compliance. This Agreement shall be interpreted to preserve City's rights and powers to comply with City's Federal and other governmental obligations.

C. Subordination to City's Government Commitments. This Agreement is subordinate to the provisions of any agreement between City and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport Improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of City entering any agreement or participating in any program applicable to the Airport, Tenant agrees to consent to any such modification. If a governmental authority determines that any act or omission of Tenant or Tenant's Associates has caused or will cause City to be non-compliant with any of City's government commitments, Tenant shall immediately take such actions that may be necessary to preserve City's compliance with the same.

D. Subordination to Financing and Matters of Record. This Agreement is subordinate to the provisions of any agreements or indentures entered by City (regardless of when entered) in connection with any debt financing applicable to the Airport and is subordinate to any matter of record affecting the real property of the Airport.

E. Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this Agreement. If City (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

F. Rights and Remedies. Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

G. Attorneys Fees. If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for the recovery of possession of the Premises, the party

prevailing in such action shall be entitled to recovery from the other party(s) reasonable attorneys fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those arising from any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including but not limited to, attorney fees incurred by the City in any case or proceeding involving the Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section 12.G. shall survive any expiration or termination of this Agreement.

H. Governing Law, Venue, and Waiver of Jury Trial. This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the Laws of the State of Utah. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the United States District Court for Utah or the District Court for the State of Utah sitting in Washington County, Utah so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocable consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. CITY AND TENANT EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this Section 12.H. shall survive any expiration or termination of this Agreement.

I. Amendments and Waivers. No amendment to this Agreement shall be binding on City or Tenant unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

J. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any part. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

K. Merger. This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, now agreement of the other party except for those expressly contained in this Agreement. Any proposal materials or exhibits submitted by Tenant in response to a solicitation by City, to the extent accepted by City, shall also be incorporated in this Agreement.

L. Confidentiality. Tenant acknowledges that City is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that City maintain a record confidentially, and if Tenant complies with the same, Tenant shall have the right to defend any such request for confidentiality at Tenant's expense.

M. Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

N. Further Assurances. Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

O. Miscellaneous. The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Tenant shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Tenant consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

P. Time is of the Essence. Time is of the essence in this Agreement.

Q. Notices. Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way of example, Federal Express or UPS), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows.

If to City:

Hurricane City
City Attorney
147 N. 870 W.
Hurricane, UT 84737

If to Tenant:

Legend Air Lease LLC
238 W. 200 S.
Hurricane, Utah 84737

Either City or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section 12.Q. and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

R. Binding Obligation. Tenant warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement as a legal, valid, and binding obligation of Tenant.

S. City Approval and Consent. Wherever in this Agreement it specifies the City must give approval or consent by the terms of this Agreement, such approval or consent shall not be unreasonably withheld. Unless otherwise specified, approval, consent, or action by the City refers to approval or consent by the Hurricane City Council.

T. Personal Guaranty. The undersigned Guarantor does herewith personally guarantee the due performance of this Agreement regarding all its provisions and obligations in

the same way as if Guarantor were the original Tenant of this Agreement. This guaranty is continuing and unconditional. The undersigned Guarantor shall be liable as a principal debtor and not merely as surety, and the bankruptcy or any assignment in favor of creditors of Tenant shall not affect the enforceability of this Personal Guaranty. This Personal Guaranty shall bind the respective heirs, executors, administrators, and assigns of the undersigned Guarantor, and shall inure to the benefit of the City, its successors, assigns, and subrogees. Guarantor now waives and releases all benefits and relief from all and any appraisement, exemption, or stay laws of any state currently in force or passed in the future.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

HURRICANE CITY

_____
Nanette Billings, Mayor

Attest:

_____
City Recorder

Approved as to form:

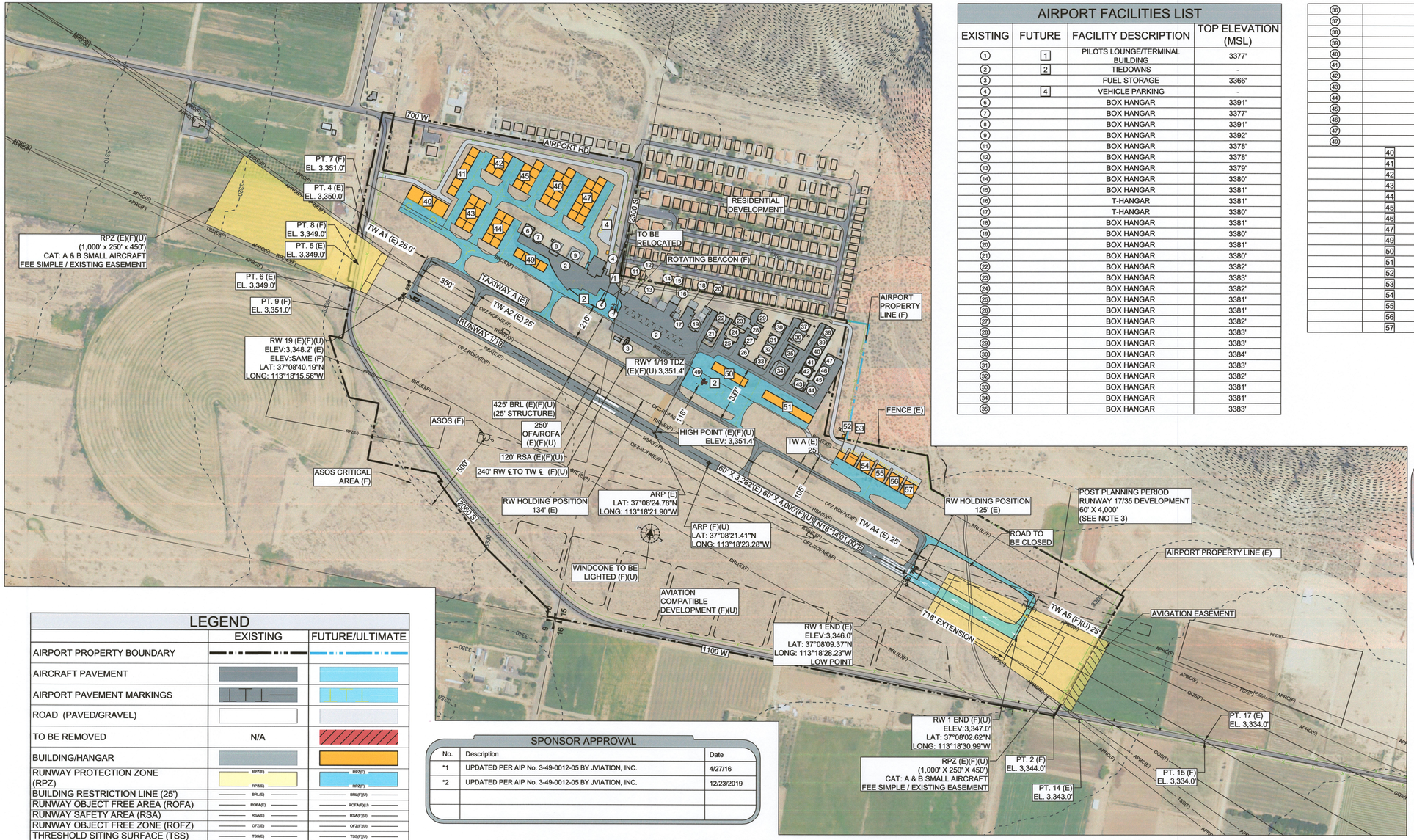
_____
Dayton Hall, City Attorney

LEGEND AIR LEASE LLC

_____
By: Brad Holt
Its: Manager

GUARANTOR

_____
Printed Name: Brad Holt



AIRPORT FACILITIES LIST

EXISTING	FUTURE	FACILITY DESCRIPTION	TOP ELEVATION (MSL)
1	1	PILOTS LOUNGE/TERMINAL BUILDING	3377'
2	2	TIEDOWNS	-
3		FUEL STORAGE	3366'
4	4	VEHICLE PARKING	-
6		BOX HANGAR	3391'
7		BOX HANGAR	3377'
8		BOX HANGAR	3391'
9		BOX HANGAR	3392'
11		BOX HANGAR	3378'
12		BOX HANGAR	3378'
13		BOX HANGAR	3379'
14		BOX HANGAR	3380'
15		BOX HANGAR	3381'
16		T-HANGAR	3381'
17		T-HANGAR	3380'
18		BOX HANGAR	3381'
19		BOX HANGAR	3380'
20		BOX HANGAR	3381'
21		BOX HANGAR	3380'
22		BOX HANGAR	3382'
23		BOX HANGAR	3383'
24		BOX HANGAR	3382'
25		BOX HANGAR	3381'
26		BOX HANGAR	3381'
27		BOX HANGAR	3382'
28		BOX HANGAR	3383'
29		BOX HANGAR	3383'
30		BOX HANGAR	3384'
31		BOX HANGAR	3383'
32		BOX HANGAR	3382'
33		BOX HANGAR	3381'
34		BOX HANGAR	3381'
35		BOX HANGAR	3383'
36		BOX HANGAR	3383'
37		BOX HANGAR	3384'
38		BOX HANGAR	3385'
39		BOX HANGAR	3385'
40		BOX HANGAR	3384'
41		BOX HANGAR	3383'
42		BOX HANGAR	3382'
43		BOX HANGAR	3382'
44		BOX HANGAR	3382'
45		BOX HANGAR	3382'
46		BOX HANGAR	3383'
47		BOX HANGAR	3383'
49		T-HANGAR	TO BE REMOVED
	40	BOX HANGAR (80' x 80')	3385'
	41	BOX HANGAR (50' x 50')	3370'-3371'
	42	BOX HANGAR (50' x 50')	3362'-3363'
	43	BOX HANGAR (50' x 50')	3361'-3362'
	44	BOX HANGAR (50' x 50')	3361'-3362'
	45	BOX HANGAR (50' x 50')	3364'-3365'
	46	BOX HANGAR (50' x 50')	3366'-3367'
	47	BOX HANGAR (50' x 50')	3364'
	49	BOX HANGAR (50' x 50')	3368'
	50	SHADE/T-HANGARS	3390'
	51	SHADE/T-HANGARS	3389'
	52	BOX HANGAR (40' x 40')	3372'
	53	BOX HANGAR (60' x 60')	3385'
	54	BOX HANGAR (80' x 80')	3385'
	55	BOX HANGAR (80' x 80')	3384'
	56	BOX HANGAR (80' x 80')	3384'
	57	BOX HANGAR (80' x 80')	3383'

LEGEND

	EXISTING	FUTURE/ULTIMATE
AIRPORT PROPERTY BOUNDARY		
AIRCRAFT PAVEMENT		
AIRPORT PAVEMENT MARKINGS		
ROAD (PAVED/GRAVEL)		
TO BE REMOVED	N/A	
BUILDING/HANGAR		
RUNWAY PROTECTION ZONE (RPZ)	RPZ(E) RPZ(E)	RPZ(F) RPZ(F)
BUILDING RESTRICTION LINE (25')	BRL(E)	BRL(F)(U)
RUNWAY OBJECT FREE AREA (ROFA)	ROFA(E)	ROFA(F)(U)
RUNWAY SAFETY AREA (RSA)	RSA(E)	RSA(F)(U)
RUNWAY OBJECT FREE ZONE (ROFZ)	OFZ(E)	OFZ(F)(U)
THRESHOLD SITING SURFACE (TSS)	TSS(E)	TSS(F)(U)
APPROACH SURFACE	APRC(E)	APRC(F)(U)
GLIDEPATH QUALIFICATION SURFACE	N/A	GQS(F)(U)
FENCE (8' HEIGHT OR LESS)		N/A
ROTATING BEACON	N/A	
PAPI	N/A	
WINDCONE/SEGMENTED CIRCLE		SAME
AIRPORT REFERENCE POINT		
THRESHOLD LIGHTS	N/A	0000 0000
REILS	N/A	
ASOS	N/A	

SPONSOR APPROVAL

No.	Description	Date
*1	UPDATED PER AIP No. 3-49-0012-05 BY JVIATION, INC.	4/27/16
*2	UPDATED PER AIP No. 3-49-0012-05 BY JVIATION, INC.	12/23/2019

FAA APPROVAL

CONDITIONALLY APPROVED
SUBJECT TO LETTER DATED _____

_____
FEDERAL AVIATION ADMINISTRATION
DENVER AIRPORTS DISTRICT OFFICE

Date _____

CASE NO. _____

SPONSOR APPROVAL

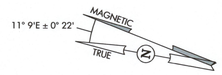
_____
MAYOR, CITY OF HURRICANE DATE

NOTES:

1. BUILDING RESTRICTION LINE (BRL) DEPICTS REQUIRED SETBACKS FOR A TYPICAL 35' STRUCTURE. HEIGHTS OF EXISTING AND FUTURE BUILDINGS WITHIN THE BRL REMAIN CLEAR OF THE OFA'S AND AREA BELOW THE 7:1 TRANSITIONAL SURFACE (OR ARE OBSTRUCTION MARKED AND LIGHTED ACCORDINGLY).
2. ALL HANGARS HAVE AN ASSUMED 21' HEIGHT ADDED TO THE GROUND ELEVATION TO OBTAIN TOP ELEVATION.
3. POST PLANNING RUNWAY 17/35 DEPICTED AS PREFERRED LONG-TERM RUNWAY REALIGNMENT OPTION IN ORDER TO PROTECT AND PLAN FUTURE LANDSIDE DEVELOPMENT.
4. PER 14 CFR PART 77, SURFACE TRANSPORTATION ENTITIES' ELEVATION INCLUDE AN ADJUSTMENT FOR OBSTRUCTION ANALYSES PURPOSES (23 FEET FOR RAILWAYS, 17 FEET FOR INTERSTATE HIGHWAYS, AND 15 FEET FOR ALL OTHER PUBLIC ROADS)

SOURCE:

1. THIS EXHIBIT WAS ORIGINALLY CREATED BY ARMSTRONG CONSULTANTS IN NOVEMBER 2012 AND THIS ISSUE REPRESENTS AN UPDATED GEOMETRY BY JVIATION, INC. TO INCLUDE CHANGES TO THE AIRPORT RESULTING FROM DESIGN AND CONSTRUCTION COMPLETED WITHIN AIP NO. 05
2. OBJECT ELEVATIONS ARE ESTIMATED AND NOT BASED ON A SURVEY
3. PAPIs AND RUNWAY LIGHTING TO BE INSTALLED AT AN INTERIM PERIOD, BEFORE RUNWAY EXTENSION



DATE: 12/2019
ANNUAL RATE OF CHANGE: 0°6'W
SOURCE: U.S. NOAA

L:\JVIAP\ALP UPDATED 2019\PLANS\
03-11B-ALP-ALP-UPDATED.dwg
Oct 07, 2020 - 3:04pm
jvmcdonnell

JVIATION®

GENERAL DICK STOUT FIELD
HURRICANE, UTAH

DES: S.G.J.
DR: S.G.J.
CH: T.G.D.
APP: T.G.D.

ISSUE RECORD

NO.	BY	DATE	DESCRIPTION
1	S.G.J.	DEC 2019	AS-BUILTS WITH FUTURE EDITS

AIRPORT LAYOUT PLAN

AIRPORT LAYOUT PLAN - EXISTING, FUTURE, AND ULTIMATE

AIP PROJ. NO.	JVIATION PROJ. NO.	DATE:
3-49-0012-007-2018	2018.1L8.02	FEBRUARY 2020

SHEET NO.
03 of 16

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of Ordinance 2025-17 amending Title 10, Chapters 3, 7, 13-17 & 37 regarding accessory buildings in the front yards; LUCA25-06.

Discussion: In an effort to afford property owners more development options on their residential or agricultural property, staff proposes to update the land use code to allow accessory buildings in the front buildable yard area on lots in agricultural and residential agriculture zones; and to allow accessory dwelling units (ADU) in the front buildable yard area in all zones where ADUs are permitted, with the requirement of a conditional use permit for ADUs on lots under 0.5 acres in size. Staff also proposes updates to the code definitions for “dwelling units” and ADUs to address code conflicts that have been encountered with the use of casitas and guesthouses. Lastly, the use tables have been updated to reflect the proposed code changes. The Planning Commission reviewed this item on September 11th and 25th and unanimously recommended approval. -Gary Cupp

Findings:

Recommendation: Staff recommends that the City Council approve the proposed land use code amendment.

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**09/11/2025 - Planning Commission**
Application Number:	LUCA25-06
Type of Application:	Land Use Code Amendment
Action Type:	Legislative
Applicant:	Hurricane City
Agent:	N/A
Request:	Amend Title 10, Chapters 3, 7, 13-17 & 37 regarding accessory buildings in the front buildable area of lots.
Recommendation:	Recommend approval to the City Council.
Report Prepared By:	Gary Cupp

Updated discussion 09/11/2025

This item was tabled at the June 26th, 2025 meeting to allow staff to revise the proposed ordinance update based on the discussion with the Planning Commission at that meeting. Staff has now incorporated the Planning Commission's direction to update the land use code to only allow accessory buildings in the front buildable area on lots in agricultural and residential agriculture zones; and to allow accessory dwelling units (ADU) in the front buildable area in all zones where ADUs are permitted with the requirement of a conditional use permit for ADUs on lots under 0.5 acres in size. Staff has also updated the definitions for "dwelling units" and ADUs to address code conflicts that have been encountered regarding the use of casitas and guesthouses. Lastly, the use tables have been updated to reflect the code update.

Discussion:

This item was tabled at the June 12, 2025, meeting to allow more discussion regarding the question of whether or not accessory buildings should be allowed in residential front yards. Planning staff has proposed to update Title 10 chapter 3 to clarify dwelling unit definitions, and chapter 37 to allow accessory buildings in the front yard area of lots under certain conditions. Recently, a property owner requested to have an accessory dwelling unit (ADU) in his front yard, and staff initially denied the request based on Hurricane City Code (HCC) section 10-37-12(G)(1), which states that yards are to be unobstructed except for accessory buildings in a rear yard or interior side yard. In other words, this code section gives an exception allowing accessory buildings in the side and rear yards only, and since an ADU is an accessory building, it cannot be located in the front yard. But since the code does not explicitly disallow accessory buildings in front yards, staff ultimately cannot legally deny the property owner's request for an ADU in his front yard.

It is therefore proposed that the code be updated to explicitly allow accessory buildings in front yards, provided it is setback a minimum of 100 feet from the front property line.

Recommendation:

The Planning Commission should consider the proposed ordinance amendment and any public comments received at the public hearing. Staff recommends the Planning Commission make a recommendation of approval to the City Council.

Sec. 10-7-9. Conditional use permit.

A. *Purpose.* This section sets forth procedures for considering and approving conditional use permits.

B. *Authority.*

1. The Planning Commission is authorized to issue conditional use permits for the following uses:

   Agricultural industry.

   Agritourism activities.

   Animal specialties.

   Assisted living facility.

   Farm stands selling commercially packaged handicrafts or commercially processed or packaged food stuffs.

   Greater heights than permitted by this Code in all zones except residential and residential agricultural zones.

   Greater size than permitted by this Code in all zones except residential and residential agricultural zones.

   Metal building in commercial and residential zones.

   Multi family in commercial zones.

   Public stable.

   Reception center.

   Recreation and entertainment, outdoor.

   Fences or walls of greater height.

   Accessory dwelling units in the front buildable area on lots less than 0.5 acres in size.

2. The Zoning Administrator is authorized to issue conditional use permits for the following uses:

   Animals and fowl for recreation and family food production.

   Greater size accessory buildings than permitted by this Code in residential zones.

   Greater size accessory buildings than permitted by this Code in residential and residential agricultural zones.

   Greater height accessory buildings than permitted by this Code in residential and residential agricultural zones.

C. *Initiation.* A property owner, or the owner's agent, may request a conditional use permit as provided in subsection D1 of this section.

D. *Procedure.* An application for a conditional use permit shall be considered and processed as provided in this subsection.

1. A complete application shall be submitted to the office of the Zoning Administrator in a form established by the administrator along with any fee established by the City's schedule of fees. The application shall include at least the following information:

   a. The name, address and telephone number of the applicant and the applicant's agent, if any;

b. The address and parcel identification of the subject property;

c. The zone, zone boundaries and present use of the subject property;

d. A description of the proposed conditional use;

e. A plot plan showing the following:

(1) Applicant's name;

(2) Site address;

(3) Property boundaries and dimensions;

(4) Layout of existing and proposed buildings, parking, landscaping, and utilities; and

(5) Adjoining property lines and uses within 100 feet of the subject property.

f. Traffic impact analysis, if required by the City Engineer or the Planning Commission;

g. A statement by the applicant demonstrating how the conditional use permit request meets the approval standards for the conditional use desired; and

h. Such other and further information or documentation as the Zoning Administrator may deem necessary for proper consideration and disposition of a particular application.

2. After the application is determined to be complete, the Zoning Administrator shall schedule a public meeting before the Planning Commission as provided in section 10-7-4 of this chapter or shall review the application to determine if it meets the standards for an administrative conditional use permit.

3. A staff report evaluating the application shall be prepared by the Zoning Administrator for a conditional use permit that will be reviewed by the Planning Commission.

4. The Planning Commission shall hold a public meeting and shall thereafter approve, approve with conditions, or deny the application pursuant to the standards set forth in subsection E of this section. A conditional use shall be approved if reasonable conditions are proposed or can be imposed to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards. If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with the applicable standards, the conditional use may be denied.

5. After the Planning Commission or Zoning Administrator makes a decision, the Zoning Administrator shall give the applicant written notice of the decision.

6. A record of all conditional use permits shall be maintained in the office of the Zoning Administrator.

E. *Approval standards.* The following standards shall apply to the issuance of a conditional use permit:

1. A conditional use permit may be issued only when the proposed use is shown as conditional in the zone where the conditional use will be located, or by another provision of this title.

2. Standards for each use must be reviewed. Specific standards are set forth for each use in subsections E2a through E2g of this section:

a. *Standards for a reception center.*

(1) Hours of operation must be compatible with adjoining uses and comply with City noise regulations.

(2) Parking shall be contained onsite.

(3) The center must have an approved site plan.

(4) If beer, wine, or other alcoholic beverages are served, the center must be licensed by the state alcohol control board.

(5) Reception center use must be secondary to any agricultural use on the property.

(6) Property shall be a minimum of five acres.

(7) In RA zoning, reception center shall only be used a maximum of five days a month.

(8) Building must meet the fire code and be inspected by the fire marshal or their representative prior to the approval of the conditional use permit.

(9) The applicant shall provide an emergency access plan that shall be approved by the fire marshal prior to the approval of the conditional use permit.

b. *Standards for an agricultural industry.*

(1) Adequate fencing and/or enclosures must be provided to ensure animals and fowl are confined safely and in conformance with acceptable animal husbandry standards.

(2) Applicant must provide a plan for how manure will be handled to prevent it becoming a nuisance and must follow the plan.

(3) Evidence must be provided on how the applicant will maintain control of flies and vermin.

(4) Animal enclosures used for intensive animal feeding operations must be at least 25 feet from any adjacent parcel that, at the time the applicant first seeks the conditional use, is zoned residential or residential-agricultural pursuant to chapters 13 or 14 of this title.

c. *Standards for a public stable.*

(1) Adequate fencing and/or enclosures must be provided to ensure horses are confined safely and in conformance with acceptable animal husbandry standards.

(2) Applicant must provide a plan for how manure will be handled to prevent it becoming a nuisance and must follow the plan.

(3) Evidence must be provided on how the applicant will maintain control of flies and vermin.

(4) Site must contain adequate off street parking for customers. All trailers must be contained on site.

(5) Barns must be located at least 30 feet from any adjacent parcel that, at the time the applicant first seeks a conditional use permit, is zoned residential or residential-agricultural.

d. *Standards for an assisted living facility.*

(1) The facility shall comply with building, safety, and health regulations applicable to similar structures.

(2) The facility shall be licensed by the state.

(3) A site plan shall be approved for the facility to ensure adequate parking and landscaping are installed.

e. *Standards for greater heights than permitted by this Code.*

(1) The height may not be greater than two stories or one and one-half times the average height of the immediately adjacent buildings, whichever is greater and the building must be of compatible architecture with immediately adjacent buildings.

(2) A greater height conditional use permit may not be issued for a flag lot if the proposed structure is higher than the average height of all residential structures within a 300-foot radius of the proposed structure.

(3) A greater height accessory building must be set back a minimum of five feet from side and rear property lines when the adjoining property is zoned or used for single family residential use.

(4) In no event shall a building exceed 55 feet in height.

f. *Standards for greater size than permitted by this Code.*

(1) The greater size building desired must be of compatible architecture with immediately adjacent buildings.

(2) At least 50 percent of the lot on which the building is located must remain free of buildings.

(3) The building must be for a use permitted in the zone in which it is located.

g. *Standards for animals and fowl for recreation and family food production.*

(1) Adequate fencing must be provided to ensure animals and fowl are confined safely.

(2) Applicant must provide a plan for how manure will be handled to prevent it becoming a nuisance and must follow the plan.

(3) Evidence must be provided on how the applicant will maintain control of flies and vermin.

(4) The number of fowl will be limited by the point system used in section 10-37-15 of this title.

(5) Livestock numbers may be limited at the administrator's discretion based on the size of the lot and the facilities available to contain and protect the animals.

h. *Standards for metal buildings.*

(1) In residential (R-1) zones the height and size may not be greater than permitted in the zone.

(2) The building must meet the following design standards:

(A) Exterior building materials shall be durable, require low maintenance, and be of the same or higher quality as surrounding developments.

(B) Details of proposed colors and materials, including color chips, samples, and colored building elevations, shall be shown on building plans when a development project application is submitted. Colors shall be compatible with surrounding structures.

(C) Reflective surfaces or colors which may produce excessive reflections or glare that may create a potential safety problem are prohibited.

(D) In a commercial zone the faces of the building visible from nearby streets must include architectural relief items of non-metal materials including wood, stone, or stucco.

i. *Standards for animal specialties.*

(1) Adequate fencing and/or enclosures must be provided to ensure animals are confined safely and in conformance with acceptable animal husbandry standards.

(2) Applicant must provide a plan for how manure will be handled to prevent it becoming a nuisance and must follow the plan.

(3) Evidence must be provided on how the applicant will maintain control of flies and vermin.

(4) Animal enclosures used for intensive animal feeding operations must be at least 25 feet from any adjacent parcel that, at the time the applicant first seeks the conditional use, is zoned residential or residential agricultural pursuant to chapters 13 or 14 of this title.

j. *Standards for agritourism activities.*

(1) Hours of operation must be compatible with adjoining uses and comply with City noise regulations.

(2) On-site parking must be provided.

(3) The use of on street parking to provide up to 40 percent of the required parking may be permitted if adjoining uses are not residential uses and the street is fully improved.

(4) In agricultural zones, this use must be accessory to an established agricultural use.

k. *Standards for multi-family residential.* In order to promote and preserve commercial growth and to allow infill development of empty and vacant lots in the area designated as downtown on the general map, vacant parcels zoned for commercial uses as listed in this title may, as a conditional use, be allowed for multi-family residential use if the following criteria are met:

(1) No habitable building has been on the parcel for the previous three years.

(2) The land use on at least two sides of the property are residential use at the time of application. Property on the opposite side of a public road or right-of-way shall be considered adjacent for this criteria. Properties that do not meet this criteria may be approved for mix-use development as listed below.

(3) Mix use is allowed. If the proposed development is a mix of commercial use and residential use, then residential units shall be placed on a floor above the commercial use, or in a way to allow commercial buildings to front onto the public roadways. If mixed use, the commercial shall comply with the commercial zoning standards and housing shall comply with RM-3 zoning standards.

(4) Homes in the downtown area shall have the front of buildings face public roadways. The only exception for this requirement is for mix use developments and for parcels that would allow development of units behind units that front the public right-of-way. Every effort should be made to ensure the frontage of roadways are faced with the frontage of buildings. Walls, fences, and the rear of buildings fronting on to public right-of-way should be avoided.

(5) Dwelling units and sites shall comply with RM-3 zoning standards and density. RM-3 minimum required area shall not apply.

l. *Standards for multiple accessory dwelling units in a residential, agriculture, or commercial zone.*

(1) Multiple accessory dwelling units may be permitted based on the lot area of the property at a rate in the table below assuming all other conditions for an accessory dwelling unit are met.

Lot area	Number of accessory dwelling units
0.79 acres or smaller	1
0.8 acres and greater	2

(2) Fifty percent of the land area on the lot must be free of buildings.

(3) A parking plan must be provided that shows adequate off street parking on the lot at a rate of one space per bedroom.

(4) A landscape plan must be provided that shows how buildings will be shielded from other residential lots.

(5) Occupancy plan: no more than ten people can stay in one building.

(6) Only one accessory dwelling unit can be used as a short-term rental. All others must be for long term occupancy or as a guesthouse for non-paying guests.

(7) Separate conditional use permits must be received for every accessory building that does not meet the height or size requirements of section 10-13-4.

m. *Standards for a fence or wall of greater height.*

(1) Except for fences or walls surrounding public utility facilities, the fence or wall may not be located in the front yard of the property, but must be located in the rear or side yard;

(2) The fence or wall may not exceed ten feet in height;

(3) Except for fences or walls surrounding public utility facilities, the topography of the subject property and surrounding properties must be of such a unique or unusual character that a wall of greater height is necessary for the typical quiet enjoyment of the property;

(4) The fence or wall shall comply with all other provisions of this title.

n. *Standards for commercial kennels.*

(1) Facilities shall be designed and operated so that noise generated from resident animals shall not exceed 50 decibels (50 dBA), as measured from the nearest property line. Flexibility in noise abatement design, such as solid wooden, metal, or masonry walls, is permitted to achieve the required decibel level.

(2) Outdoor dog runs shall be designed to reduce barking provocation. Dogs shall only be allowed in outdoor kennels between sunrise and sunset each day.

(3) Animal waste shall be collected daily and managed and properly disposed of for all animals on the property. Disposal shall be according to an approved waste disposal plan.

(4) The parts of a building where animals are boarded shall be fully enclosed and sufficiently insulated to provide both noise mitigation and climate control shelter for the animals.

(5) Outdoor facilities, including outdoor runs and exercise areas, shall not be located within 150 feet of any single-family zoning district.

(6) All lighting must comply with section 10-33-7 of this Code.

(7) All requirements of any applicable public health agencies and/or other regulatory agencies shall be met, and all necessary permits shall be obtained.

(8) All animals maintained in kennels shall be confined on the premises or trained or exercised or bred under the owner's control and shall be enclosed in a secure shelter during the hours of darkness, except when they are shown, tried, worked, or hunting under the owner's control.

o. *Standards for farm stands selling commercially packaged handicrafts or commercially processed or packaged foods.*

(1) The farm stand is located on a parcel zoned agricultural or residential agriculture not less than one acre in size.

(2) Merchandise sold in the farm stand shall comply with the following conditions:

(A) All merchandise sold at the farm stand shall conform to the farm stand definition in section 10-3-4.

(B) The structure shall be primarily devoted to the sale of agriculturally produced or farmed products.

(C) Fifty percent of the structure's total sales area shall be devoted to the sale of farm products grown or produced on the property on which the farm stand is located.

(D) The sale of accessory items (i.e. unprocessed or home-processed foodstuffs such as canned goods, baked goods, and homemade handicrafts), commercially processed or packaged food stuffs, or commercial handicrafts shall be subordinate to the sale of agriculturally produced or farmed products, and the area of the structure utilized for the sale of such accessory items shall be less than 50 percent).

(3) Commercially processed or packaged foods must be fully labeled for retail sale pursuant to applicable state and local health regulations.

(4) Only one such structure not exceeding 500 square feet in size is allowed per legal lot or parcel. Structures are not permitted on lots or parcels that were subdivided in violation of this Code.

(5) The height may not be greater than permitted in the associated zoning district.

(6) Structure must comply with all setbacks of the associated zoning district.

(7) Use must be subordinate to an established agricultural use.

(8) The conditional use shall be discontinued if the size of the lot or parcel is reduced in area to less than one acre by subdivision or any other land-dividing activity.

(9) Operation of the farm stand requires a business license pursuant to title 3 of this Code.

(10) The use is not located in a recorded subdivision.

p. *Standards for accessory dwelling units (ADU) in the front buildable area on lots less than 0.5 acres in size.*

(1) The ADU must be subordinate in size and use to a primary residence.

(2) The ADU must be architecturally consistent with the primary residence.

(3) The height and size of the ADU may not be greater than permitted in the zone.

(4) The ADU must meet the same setback requirements applicable to the primary dwelling.~~primary setback requirements of the zone.~~

F. *Appeal of decision.* Any person adversely affected by a decision of the Planning Commission regarding the transfer, issuance, or denial of a conditional use permit may appeal such decision to the Appeals Board by filing written notice of appeal stating the grounds therefor within 14 days from the date of such decision.

G. *Appeal of decision by Zoning Administrator.* Any decision of the Zoning Administrator regarding the issuance or denial of a conditional use permit, shall, upon request by the applicant within ten days after a determination by the Zoning Administrator, be submitted for a de novo review and decision by the Planning Commission at their next available meeting.

H. *Effect of approval.* A conditional use permit shall not relieve an applicant from obtaining any other authorization or permit required under this title or any other title of this Code.

1. A conditional use permit may be transferred so long as the use conducted thereunder conforms to the terms of the permit.

2. Unless otherwise specified by the Planning Commission and subject to the provisions relating to amendment, revocation or expiration of a conditional use permit, a conditional use permit shall be of indefinite duration and shall run with the land.

I. *Amendment.* The procedure for amending any conditional use permit shall be the same as the original procedure set forth in this section.

J. *Revocation.* A conditional use permit may be revoked as provided in section 10-9-6 of this title.

1. In addition to the grounds set forth in section 10-9-6 of this title, any of the following shall be grounds for revocation:

a. The use for which a permit was granted has ceased for one year or more;

b. The holder or user of a permit has failed to comply with the conditions of approval or any City, state, or federal law governing the conduct of the use;

c. The holder or user of the permit has failed to construct or maintain the site as shown on the approved site plan, map, or other approval materials; or

d. The operation of the use or the character of the site has been found to be a nuisance or a public nuisance by a court of competent jurisdiction in any civil or criminal proceeding.

2. No conditional use permit shall be revoked against the wishes of the holder or user of the permit without first giving such person an opportunity to appear before the Planning Commission and show cause as to why the permit should not be revoked or the conditions amended. Revocation of a permit shall not limit the City's ability to initiate or complete other legal proceedings against the holder or user of the permit.

K. *Expiration.* A conditional use permit shall expire and have no further force or effect if the building, activity, construction, or occupancy authorized by the permit is not commenced within one year after approval.

(Ord. 2016-11, 11-17-2016; Ord. 2017-14, 8-17-2017; Ord. 2017-16, 11-16-2017; Ord. 2018-04, 4-5-2018; Ord. 2018-12, 10-18-2018; Ord. 2018-14, 12-20-2018; Ord. 2019-10, 9-19-2019; Ord. 2020-03, 2-6-2020; Ord. No. 2021-05, 6-3-2021; Ord. No. 2022-10, 5-19-2022; Ord. No. 2022-21, 7-7-2022; Ord. No. 2022-61, 2-2-2023; Ord. No. 2023-17, 9-21-2023; Ord. No. 2024-06, 6-6-2024; Ord. No. 2025-08, 5-15-2025)

Sec. 10-13-3. Uses allowed.

A. *Permitted and conditional uses.* Permitted and conditional uses allowed within residential zones shall be as set forth in table 10-13-1 of this section. Permitted and conditional uses are indicated by a "P" or "C", respectively, in the appropriate column. Uses not permitted are indicated by "N." Any use not shown on table 10-13-1 of this section shall be prohibited unless the Zoning Administrator determines the use is substantially the same as a permitted or conditional use as provided in section 10-7-18 of this title. If the proposed use is determined to be a new or unlisted business use, the applicant may petition the City Council for review and possible approval pursuant to the procedures outlined in section 10-7-18.

TABLE 10-13-1
PERMITTED AND CONDITIONAL USES ALLOWED IN RESIDENTIAL ZONES

Use	Zones								
	R1-15	R1-10	R1-8	R1-6	R1-4	RM-1	RM-2	RM-3	MH/RV
AGRICULTURAL USES:									
Accessory building	P	P	P	P	N	P	P	P	P
Agricultural business	N	N	N	N	N	N	N	N	N
Agricultural industry	N	N	N	N	N	N	N	N	N
Agriculture	N	N	N	N	N	N	N	N	N
Agriculture residential	P	P	P	P	P	P	P	P	P
Agritourism	N	N	N	N	N	N	N	N	N
Animal specialties	P	P	N	N	N	N	N	N	N
Animals and fowl for recreation and family food production	P[3] /C	P[3] /C	P[3]	P[3]	N	N	N	N	N
Stable, private	N	N	N	N	N	N	N	N	N
Stable, public	N	N	N	N	N	N	N	N	N
RESIDENTIAL USES:									
Assisted living facility	C	C	C	C	C	N	N	N	N
Boarding house	N	N	N	N	N	N	N	N	N
Building, accessory	P	P	P	P	N	P	P	P	P
Dwelling, earth sheltered	P	P	P	P	P	P	P	P	N
Dwelling, multiple-family	N	N	N	N	N	P	P	P	N
Dwelling, single-family	P	P	P	P	P	P	P	P	P
Dwelling, single-family with single accessory dwelling unit	P	P	P	P	N	N	N	N	N
Dwelling, two-family	N	N	N	N	N	P	P	P	N
~~Guesthouse or casita~~	~~P~~	~~P~~	~~P~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~
Home based business[2]	P	P	P	P	P	P	P	P	P

Manufactured home	P	P	P	P	P	N	N	N	P
Manufactured/mobile home park	N	N	N	N	N	N	N	N	P
Manufactured/mobile home subdivision	N	N	N	N	N	N	N	N	P
Protective housing facility	N	N	N	N	N	N	N	N	N
Rehabilitation/treatment facility	N	N	N	N	N	N	N	N	N
Residential facility for elderly persons[1]	P	P	P	P	P	P	P	P	P
Residential facility for persons with a disability[1]	P	P	P	P	P	P	P	P	P
Residential facility for troubled youth	N	N	N	N	N	N	N	N	N
Residential hosting facility[6]	P	P	P	P	N	N	N	N	N
Transitional housing facility	N	N	N	N	N	N	N	N	N
PUBLIC AND CIVIC USES:									
Airport	N	N	N	N	N	N	N	N	N
Auditorium or stadium	N	N	N	N	N	N	N	N	N
Bus terminal	N	N	N	N	N	N	N	N	N
Cemetery	P	P	P	P	P	P	P	P	P
Church or place of worship	P	P	P	P	P	P	P	P	P
Club or service organization	N	N	N	N	N	N	N	N	N
College or university	N	N	N	N	N	N	N	N	N
Convalescent care facility	N	N	N	N	N	N	N	N	N
Correctional facility	N	N	N	N	N	N	N	N	N
Cultural service	N	N	N	N	N	N	N	N	N
Golf course	P	P	P	P	N	P	P	P	P
Government service	N	N	N	N	N	N	N	N	N
Hospital	N	N	N	N	N	N	N	N	N
Operations center	N	N	N	N	N	N	N	N	N

Park	P	P	P	P	P	P	P	P	P
Post office	N	N	N	N	N	N	N	N	N
Protective service	P	P	P	P	P	P	P	P	P
Reception center	N	N	N	N	N	N	N	N	N
School, elementary, middle, or high	P	P	P	P	P	P	P	P	P
School, vocational	N	N	N	N	N	N	N	N	N
Utility, major	N	N	N	N	N	N	N	N	N
Utility, minor[7]	P	P	P	P	P	P	P	P	P
Utility substation	N	N	N	N	N	N	N	N	N
COMMERCIAL USES:									
Agricultural sales and service	N	N	N	N	N	N	N	N	N
Animal hospital	N	N	N	N	N	N	N	N	N
Bail bond service	N	N	N	N	N	N	N	N	N
Bank or financial institution	N	N	N	N	N	N	N	N	N
Bed and breakfast inn	N	N	N	N	N	N	N	N	N
Business equipment rental, services, and supplies	N	N	N	N	N	N	N	N	N
Car wash	N	N	N	N	N	N	N	N	N
Child care center	N	N	N	N	N	N	N	N	N
Club, private	N	N	N	N	N	N	N	N	N
Construction sales and service	N	N	N	N	N	N	N	N	N
Convenience store	N	N	N	N	N	N	N	N	N
Farm stand	N	N	N	N	N	N	N	N	N
Funeral home	N	N	N	N	N	N	N	N	N
Garden center	N	N	N	N	N	N	N	N	N
Gasoline service station	N	N	N	N	N	N	N	N	N
Gas and fuel, storage and sales	N	N	N	N	N	N	N	N	N
Hostel	N	N	N	N	N	N	N	N	N

Hotel	N	N	N	N	N	N	N	N	N
Kennel, commercial	N	N	N	N	N	N	N	N	N
Laundry or dry cleaning, limited	N	N	N	N	N	N	N	N	N
Licensed family child care[2]	P	P	P	P	P	P	P	P	P
Liquor store	N	N	N	N	N	N	N	N	N
Media service	N	N	N	N	N	N	N	N	N
Medical or dental laboratory	N	N	N	N	N	N	N	N	N
Medical service	N	N	N	N	N	N	N	N	N
Motel	N	N	N	N	N	N	N	N	N
Office, general	N	N	N	N	N	N	N	N	N
Parking garage, public	N	N	N	N	N	N	N	N	N
Parking lot, public	N	N	N	N	N	N	N	N	N
Pawnshop	N	N	N	N	N	N	N	N	N
Personal care service, home based[2]	P	P	P	P	P	P	P	P	P
Personal instruction service, home based[2]	P	P	P	P	P	P	P	P	P
Printing and copying, limited	N	N	N	N	N	N	N	N	N
Printing, general	N	N	N	N	N	N	N	N	N
Produce stand	N	N	N	N	N	N	N	N	N
Recreation and entertainment, indoor	N	N	N	N	N	N	N	N	N
Recreation and entertainment, outdoor	N	N	N	N	N	N	N	N	N
Recreational vehicle park	N	N	N	N	N	N	N	N	P
Repair service	N	N	N	N	N	N	N	N	N
Research service	N	N	N	N	N	N	N	N	N
Residential certificate child care[2]	P	P	P	P	P	P	P	P	P
Restaurant, fast food	N	N	N	N	N	N	N	N	N

Restaurant, general	N	N	N	N	N	N	N	N	N
Retail, general	N	N	N	N	N	N	N	N	N
Secondhand store	N	N	N	N	N	N	N	N	N
Shopping center	N	N	N	N	N	N	N	N	N
Short term rental (4 & 5)	P	P	P	N	N	N	N	N	N
Tattoo establishment	N	N	N	N	N	N	N	N	N
Tavern	N	N	N	N	N	N	N	N	N
Transportation service	N	N	N	N	N	N	N	N	N
Vehicle and equipment rental or sale	N	N	N	N	N	N	N	N	N
Vehicle and equipment repair, general	N	N	N	N	N	N	N	N	N
Vehicle repair, limited	N	N	N	N	N	N	N	N	N
Veterinary service	N	N	N	N	N	N	N	N	N
Warehouse, self-service storage	N	N	N	N	N	N	N	N	N
Wireless telecommunication facility	See section 10-50-5, table 10-50-1 of this title								
INDUSTRIAL USES:									
Automobile wrecking yard	N	N	N	N	N	N	N	N	N
Freight terminal	N	N	N	N	N	N	N	N	N
Heavy industry	N	N	N	N	N	N	N	N	N
Junk or salvage yard	N	N	N	N	N	N	N	N	N
Laundry services	N	N	N	N	N	N	N	N	N
Manufacturing, general	N	N	N	N	N	N	N	N	N
Manufacturing, limited	N	N	N	N	N	N	N	N	N
Mineral extraction	N	N	N	N	N	N	N	N	N
Wholesale and warehousing, general	N	N	N	N	N	N	N	N	N
Wholesale and warehousing, limited	N	N	N	N	N	N	N	N	N
OTHER USES:									
Takeoff and landing of aircraft	N	N	N	N	N	N	N	N	N

Notes:

1. See chapter 46 of this title.
2. See chapter 42 of this title.
3. See section 10-37-15 of this title for permitted animals and fowl.
4. See licensing and operations requirements in title 3 of this Code.
5. Existing whole home vacation rentals in residential zones are a nonconforming use pursuant to Ordinance No. 2023-20. See licensing and operations requirements in title 10, chapter 51 of this Code.
6. See chapter 51 of this title.
7. See chapter 45 of this title.

B. *Accessory uses.* Permitted and conditional uses set forth in table 10-13-1 of this section shall be deemed to include accessory uses and activities that are necessarily and customarily associated with and incidental and subordinate to such uses.

1. Accessory uses shall be subject to the same regulations that apply to permitted and conditional uses in the same zone except as otherwise expressly provided in this title.

2. No accessory use, building, or structure shall be allowed on a lot unless a permitted or conditional use has been established.

3. Accessory uses in residential zones shall include, but not be limited to, the following:

   Garage sales, subject to applicable standards of chapter 48, Temporary Uses, of this title.

   Garages and off street parking areas, subject to applicable standards of chapter 34, off street parking and loading, of this title.

   Hobby activities when conducted by an occupant of the premises solely for personal enjoyment, amusement, or recreation and which does not conflict with any other City ordinance.

   Home based businesses, subject to applicable standards of chapter 42, home based businesses, of this title.

   Household pets, as defined in section 10-3-4.

   Nurseries and greenhouses, when used for family food production.

   Playhouses, patios, porches, gazebos, and incidental storage buildings.

   Swimming pools and hot tubs for use by residents and their guests.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003; Ord. 2009-01, 2-5-2009; Ord. 2016-11, 11-17-2016; Ord. 2017-03, 1-19-2017; Ord. 2018-04, 4-5-2018; Ord. No. 2023-20, 12-7-2023; Ord. No. 2024-06, 6-6-2024; Ord. No. 2024-12, 8-15-2024; Ord. No. 2024-07, 1-2-2025; Ord. No. 2025-15, 7-3-2025)

Sec. 10-14-3. Uses allowed.

A. *Permitted and conditional uses.* Permitted and conditional uses allowed within residential agriculture zones shall be as set forth in table 10-14-1 of this section. Permitted and conditional uses are indicated by a "P" or "C," respectively, in the appropriate column. Uses not permitted are indicated by "N." Any use not shown on table 10-14-1 of this section shall be prohibited unless the Zoning Administrator determines the use is substantially the same as a permitted or conditional use as provided in section 10-7-18 of this title. If the proposed use is determined to be a new or unlisted business use, the applicant may petition the City Council for review and possible approval pursuant to the procedures outlined in section 10-7-18.

TABLE 10-14-1
PERMITTED AND CONDITIONAL USES ALLOWED IN
RESIDENTIAL AGRICULTURE ZONES

Use	Zones	
	RA-1	RA-.5
AGRICULTURAL USES:		
Accessory building	P	P
Agricultural business	P	N
Agricultural industry	N	N
Agriculture	P	P
Agriculture Residential	P	P
Agritourism	N	N
Animal specialties	P	P
Animals and fowl for recreation and family food production	P	P[3]
Stable, private	P	P
Stable, public	P	N
RESIDENTIAL USES:		
Assisted living facility	P	P
Boarding house	N	N
Building, accessory	P	P
Dwelling, earth sheltered	P	P
Dwelling, multiple-family	N	N
Dwelling, single-family	P	P
Dwelling, single-family with single accessory dwelling unit	P	P
Dwelling, two-family	N	N
~~Guesthouse or casita~~	~~P~~	~~P~~
Home based business[2]	P	P
Manufactured home	P	P
Manufactured/mobile home park	N	N
Manufactured/mobile home subdivision	N	N
Protective housing facility	P	P
Rehabilitation/treatment facility	N	N
Residential facility for elderly persons[1]	P	P
Residential facility for persons with a disability[1]	P	P
Residential facility for troubled youth	C	C
Residential hosting facility[6]	P	P
Transitional housing facility	N	N

PUBLIC AND CIVIC USES:		
Airport	N	N
Auditorium or stadium	N	N
Bus terminal	N	N
Cemetery	P	P
Church or place of worship	P	P
Club or service organization	N	N
College or university	N	N
Convalescent care facility	N	N
Correctional facility	N	N
Cultural service	P	P
Golf course	P	P
Government Service	N	N
Hospital	N	N
Operations Center	N	N
Park	P	P
Post office	N	N
Protective service	P	P
Reception center	C	C
School, elementary, middle, or high	N	N
School, vocational	N	N
Utility, minor	N	N
Utility, major	N	N
Utility substation	N	N
COMMERCIAL USES:		
Agricultural sales and service	N	N
Animal hospital	P	P
Bail bond service	N	N
Bank or financial institution	N	N
Bed and breakfast inn	N	N
Business equipment rental, services, and supplies	N	N
Car wash	N	N
Club, Private	N	N
Child care center	N	N
Construction sales and service	N	N
Convenience store	N	N
Farm stand[5]	P	P
Funeral home	N	N
Garden center	N	N
Gasoline service station	N	N
Gas and fuel, storage and sales	N	N
Hostel	N	N
Hotel	N	N
Kennel, commercial	N	N
Laundry or dry cleaning, limited	N	N
Licensed family child care[2]	P	P
Liquor store	N	N

Media service	N	N
Medical or dental laboratory	N	N
Medical service	N	N
Motel	N	N
Office, general	N	N
Parking garage, public	N	N
Parking lot, public	N	N
Pawnshop	N	N
Personal care service, home based[2]	P	P
Personal instruction service, home based[2]	P	P
Printing and copying, limited	N	N
Printing, general	N	N
Produce stand	P	P
Recreation and entertainment, indoor	N	N
Recreation and entertainment, outdoor	N	N
Recreational vehicle park	N	N
Repair service	N	N
Research service	N	N
Residential certificate child care facility[2]	P	P
Restaurant, fast food	N	N
Restaurant, general	N	N
Retail, general	N	N
Secondhand store	N	N
Shopping center	N	N
Short-term rental[4]	N	N
Tattoo establishment	N	N
Tavern	N	N
Transportation service	N	N
Vehicle and equipment rental or sale	N	N
Vehicle and equipment repair, general	N	N
Vehicle repair, limited	N	N
Veterinary service	N	N
Warehouse, self-service storage	N	N
Wireless telecommunication facility	See section 10-50-5, table 10-50-1 of this title	
INDUSTRIAL USES:		
Automobile wrecking yard	N	N
Freight terminal	N	N
Heavy industry	N	N
Junk or salvage yard	N	N
Laundry services	N	N
Manufacturing, general	N	N
Manufacturing, limited	N	N
Mineral extraction	N	N
Wholesale and warehousing, general	N	N
Wholesale and warehousing, limited	N	N
OTHER USES:		

Takeoff and landing of aircraft	N	N

Notes:

1. See chapter 46 of this title.
2. See chapter 42 of this title.
3. See section 10-37-15 of this title for permitted animals and fowl.
4. Existing whole home vacation rentals in residential zones are a nonconforming use pursuant to Ordinance No. 2023-20. See licensing and operations requirements in title 10, chapter 51 of this Code.
5. Farm stands selling commercially packaged handicrafts or commercially processed or packaged food stuffs require approval of a conditional use permit pursuant to chapter 7, section 10-7-9.
6. See chapter 51 of this title.

B. *Accessory uses.* Permitted and conditional uses set forth in table 10-14-1 of this section shall be deemed to include accessory uses and activities that are necessarily and customarily associated with and incidental and subordinate to such uses.

1. Accessory uses shall be subject to the same regulations that apply to permitted and conditional uses in the same zone except as otherwise expressly provided in this title.
2. No accessory use, building, or structure shall be allowed on a lot unless a permitted or conditional use has been established.
3. Accessory uses in residential agriculture zones shall include, but not be limited to, the following:

   Garage sales, subject to applicable standards of chapter 48, Temporary Uses, of this title.

   Garages and off street parking areas, subject to applicable standards of chapter 34, off street parking and loading, of this title.

   Hobby activities when conducted by an occupant of the premises solely for personal enjoyment, amusement, or recreation and which does not conflict with any other City ordinance.

   Home based businesses, subject to applicable standards of chapter 42, home based businesses, of this title.

   Household pets.

   Nurseries and greenhouses.

   Playhouses, patios, porches, gazebos, and incidental storage buildings.

   Swimming pools and hot tubs for use by residents and their guests.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003; Ord. 2009-01, 2-5-2009; Ord. 2016-11, 11-17-2016; Ord. 2017-03, 1-19-2017; Ord. 2018-04, 4-5-2018; Ord. No. 2022-61, 2-2-2023; Ord. No. 2023-20, 12-7-2023; Ord. No. 2024-06, 6-6-2024; Ord. No. 2024-12, 8-15-2024; Ord. No. 2025-08, 5-15-2025; Ord. No. 2025-15, 7-3-2025)

Sec. 10-15-3. Uses allowed.

A. *Permitted and conditional uses.* Permitted and conditional uses allowed within commercial zones shall be as set forth in table 10-15-1 of this section. Permitted and conditional uses are indicated by a "P" or "C," respectively, in the appropriate column. Uses not permitted are indicated by "N." Any use not shown on table 10-15-1 of this section shall be prohibited unless the Zoning Administrator determines the use is substantially the same as a permitted or conditional use as provided in section 10-7-18 of this title. If the proposed use is determined to be a new or unlisted business use, the applicant may petition the City Council for review and possible approval pursuant to the procedures outlined in section 10-7-18.

TABLE 10-15-1
PERMITTED AND CONDITIONAL USES ALLOWED IN COMMERCIAL ZONES

Use	Zones				
	NC	GC	HC	PC	POC
AGRICULTURAL USES:					
Accessory building	N	N	N	N	N
Agricultural business	N	N	N	N	N
Agricultural industry	N	N	N	N	N
Agriculture	N	N	N	N	N
Agriculture Residential	N	N	N	N	N
Agritourism	N	N	N	N	N
Animal specialties	N	N	N	N	N
Animals and fowl for recreation and family food production	N	N	N	N	N
Stable, private	N	N	N	N	N
Stable, public	N	P	P	P	P
RESIDENTIAL USES:					
Assisted living facility	P	N	N	P	P
Boarding house	N	N	N	N	N
Building, accessory	P	N	N	P	P
Dwelling, earth sheltered	N	N	N	N	N
Dwelling, multiple-family[4]	C	C	C	P	P
Dwelling, single-family[4]	N	N	N	P	N
Dwelling, single family with single accessory dwelling unit[4]	N	N	N	P	N
Dwelling, two-family[4]	N	N	N	P	P
~~Guesthouse or casita~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~
Home based business[2]	P	P	P	P	P
Manufactured home	N	N	N	N	N
Manufactured/mobile home park	N	N	N	N	N
Manufactured/mobile home subdivision	N	N	N	N	N
Protective housing facility	N	N	N	N	N
Rehabilitation/treatment facility	N	P	P	P	P
Residential facility for elderly persons[1]	P	N	N	P	P
Residential facility for persons with a disability[1]	P	N	N	P	P
Residential facility for troubled youth	N	N	N	N	N
Residential hosting facility[6]	P	P	P	P	P

Transitional housing facility	N	N	N	N	N
PUBLIC AND CIVIC USES:					
Airport	N	N	N	N	N
Auditorium or stadium	N	P	P	P	N
Bus terminal	N	P	P	P	N
Cemetery	P	P	P	P	P
Church or place of worship	P	P	P	P	P
Club or service organization	P	P	P	P	P
College or university	P	P	P	P	P
Convalescent care facility	N	P	P	P	N
Correctional facility	N	N	N	N	N
Cultural service	P	P	P	P	P
Golf course	P	P	P	P	P
Government service	N	P	P	P	N
Hospital	N	P	P	P	N
Operations center	N	P	P	P	P
Park	P	P	P	P	P
Post office	P	P	P	P	P
Protective service	P	P	P	P	P
Reception center	C	P	P	P	P
School, elementary, middle, or high	P	P	P	P	P
School, vocational	P	P	P	P	P
Utility, major[3]	N	N	N	C	C
Utility, minor[3]	P	P	P	P	P
Utility substation	N	N	N	N	N
COMMERCIAL USES:					
Agricultural sales and service	N	P	P	P	N
Animal hospital	P	P	P	P	N
Bail bond service	N	P	P	P	N
Bank or financial institution	P	P	P	P	P
Bed and breakfast inn	P	P	P	P	N
Business equipment rental, services, and supplies	P	P	P	P	P
Car wash	P	P	P	P	P
Child care center	P	P	P	P	P
Club, private	N	P	P	P	N
Construction sales and service	N	P	P	N	N
Convenience store	P	P	P	P	P
Farm stand	N	N	N	N	N
Funeral home	N	P	P	P	N
Garden center	P	P	P	P	P
Gasoline service station	P	P	P	P	N
Gas and fuel, storage and sales	N	N	C	N	N
Hostel	N	P	P	P	N
Hotel	N	P	P	P	N
Kennel, commercial	C	C	C	C	C
Laundry or dry cleaning, limited	P	P	P	P	P
Licensed family child care[2]	P	N	N	P	N

Liquor store	N	P	P	P	N
Media service	P	P	P	P	P
Medical or dental laboratory	N	P	P	P	N
Medical service	P	P	P	P	P
Motel	N	P	P	P	N
Office, general	P	P	P	P	P
Parking garage, public	N	P	P	P	P
Parking lot, public	N	P	P	P	P
Pawnshop	N	N	P	P	N
Personal care service, home based[2]	P	P	P	P	P
Personal instruction service, home based[2]	P	P	P	P	P
Printing and copying, limited	P	P	P	P	P
Printing, general	N	P	P	P	P
Produce stand	P	P	P	P	P
Recreation and entertainment, indoor	P	P	P	P	P
Recreation and entertainment, outdoor	N	P	P	P	N
Recreational vehicle park	N	N	P	N	N
Repair service	P	P	P	N	P
Research service	N	P	P	N	N
Residential certificate child care[2]	P	N	N	P	N
Restaurant, fast food	P	P	P	P	P
Restaurant, general	P	P	P	P	P
Retail, general	P	P	P	P	P
Secondhand store	P	P	P	P	P
Shopping center	P	P	P	P	P
Short-term rental	N	N	N	N	N
Tattoo establishment	P	P	P	N	N
Tavern	N	P	P	P	N
Transportation service	N	P	P	N	N
Vehicle and equipment rental or sale	N	P	P	N	N
Vehicle and equipment repair, general	N	P	P	N	N
Vehicle repair, limited	N	P	P	N	P
Veterinary service	P	P	P	N	N
Warehouse, self-service storage	N	N	N	N	N
Wireless telecommunication facility	See section 10-50-5, table 10-50-1 of this title				
INDUSTRIAL USES:					
Automobile wrecking yard	N	N	N	N	N
Freight terminal	N	N	N	N	N
Heavy industry	N	N	N	N	N
Junk or salvage yard	N	N	N	N	N
Laundry services	N	N	N	P	N
Manufacturing, general	N	N	N	N	N
Manufacturing, limited	N	N	N	N	N
Mineral extraction	N	N	N	N	N
Wholesale and warehousing, general	N	N	N	N	N
Wholesale and warehousing, limited	N	N	N	N	N
OTHER USES:					

Takeoff and landing of aircraft (hospitals exempted)[5]	N	N	N	N	N

Notes:

1. See chapter 46 of this title.
2. See chapter 42 of this title.
3. See chapter 45 of this title.
4. In the area designated as downtown district on the general plan map, existing single family residential uses may continue as permitted residential uses. Use and development standards for an R-1-8 zone shall apply. Existing approved multi-family and two family uses may continue as permitted residential uses. Use and development standards for an RM-3 zone would apply.
5. Takeoff and landing of aircraft at hospitals or medical facilities for the purpose of medical transport (e.g. "life flights", organ deliveries, delivery of medical supplies and equipment, or other urgent circumstances) shall be allowed.
6. See chapter 51 of this title.

B. *Accessory uses.* Permitted and conditional uses set forth in table 10-15-1 of this section shall be deemed to include accessory uses and activities that are necessarily and customarily associated with and incidental and subordinate to such uses.

1. Accessory uses shall be subject to the same regulations that apply to permitted and conditional uses in the same zone except as otherwise expressly provided in this title.
2. No accessory use, building, or structure shall be allowed on a lot unless a permitted or conditional use has been established.
3. Accessory uses in commercial zones shall include, but not be limited to, the following:

   Accessory dwelling units attached to a commercial permitted use structure or on the same lot and under same ownership as a permitted use structure.

   Accessory dwelling units for security and maintenance personnel.

   Cafeterias, dining halls and similar food service facilities when located within the main use and operated primarily for the convenience of employees, residents, clients, or visitors to the main use.

   Garages and off street parking areas, subject to applicable standards of chapter 34, off street parking and loading, of this title.

   Recreational areas and facilities for the use of employees.

   Recycling collection stations.

   Refreshment stands and food and beverage sales located in uses involving public assembly.

   Temporary uses, subject to applicable standards of chapter 48, Temporary Uses, of this title.

(Ord. 2012-8, 10-18-2012; Ord. 2016-11, 11-17-2016; Ord. 2017-14, 8-17-2017; Ord. No. 2021-05, 6-3-2021; Ord. No. 2022-12, 5-5-2022; Ord. No. 2024-06, 6-6-2024; Ord. No. 2024-12, 8-15-2024; Ord. No. 2024-13, 11-7-2024; Ord. No. 2024-14, 11-21-2024; Ord. No. 2025-10, 6-5-2025; Ord. No. 2025-15, 7-3-2025)

Sec. 10-16-3. Uses allowed.

A. *Permitted and conditional uses.* Permitted and conditional uses allowed within business and industrial zones shall be as set forth in table 10-16-1 of this section. Permitted and conditional uses are indicated by a "P" or "C," respectively, in the appropriate column. Uses not permitted are indicated by "N." Any use not shown on table 10-16-1 of this section shall be prohibited unless the Zoning Administrator determines the use is substantially the same as a permitted or conditional use as provided in section 10-7-18 of this title. If the proposed use is determined to be a new or unlisted business use, the applicant may petition the City Council for review and possible approval pursuant to the procedures outlined in section 10-7-18.

TABLE 10-16-1
PERMITTED AND CONDITIONAL USES ALLOWED IN
BUSINESS AND INDUSTRIAL ZONES

Uses	Zones			
	BMP	PO	M-1	M-2
AGRICULTURAL USES:				
Accessory building	P	P	P	P
Agricultural business	N	N	N	N
Agricultural industry	N	N	P	N
Agriculture	N	N	N	N
Agriculture residential	N	N	N	N
Agritourism	N	N	N	N
Animal specialties	N	N	P	N
Animals and fowl for recreation and family food production	N	N	N	N
Stable, private	N	N	N	N
Stable, public	N	N	N	N
RESIDENTIAL USES:				
Assisted living facility	N	N	N	N
Boarding house	N	N	N	N
Building, accessory	P	P	P	P
Dwelling, earth sheltered	N	N	N	N
Dwelling, multiple-family	N	N	N	N
Dwelling, single-family	N	N	N	N
Dwelling, single-family with single accessory dwelling unit	N	N	N	N
Dwelling, two-family	N	N	N	N
~~Guesthouse or casita~~	~~N~~	~~N~~	~~N~~	~~N~~
Home based business	N	N	N	N
Manufactured home	N	N	N	N
Manufactured/mobile home park	N	N	N	N
Manufactured/mobile home subdivision	N	N	N	N
Protective housing facility	N	N	N	N
Rehabilitation/treatment facility	P	P	P	P
Residential facility for elderly persons[1]	P	P	N	N
Residential facility for persons with a disability[1]	P	N	N	N
Residential facility for troubled youth	N	N	P	N
Residential hosting facility	N	N	N	N

Transitional housing facility	N	N	P	N
PUBLIC AND CIVIC USES:				
Airport	N	N	N	N
Auditorium or stadium	N	N	N	N
Bus terminal	P	N	N	N
Cemetery	N	N	N	N
Church or place of worship	P	P	N	N
Club or service organization	P	P	N	N
College or university	P	P	N	N
Convalescent care facility	P	N	N	N
Correctional facility	N	N	N	N
Cultural service	P	P	N	N
Golf course	N	N	N	N
Government service	P	P	N	N
Hospital	P	P	N	N
Operations center	P	N	P	P
Park	P	P	P	P
Post office	P	P	P	P
Protective service	P	P	P	P
Reception center	P	P	N	N
School, elementary, middle, or high	N	N	N	N
School, vocational	P	P	P	P
Utility, major[3]	N	P	P	P
Utility, minor[3]	P	P	P	P
Utility substation	N	N	N	N
COMMERCIAL USES:				
Agricultural sales and service	P	N	P	P
Animal hospital	P	P	N	N
Bail bond service	P	P	P	P
Bank or financial institution	P	P	N	N
Bed and breakfast inn	N	N	N	N
Business equipment rental, services, and supplies	P	N	P	N
Car Wash	N	N	N	N
Child care center	P	N	P	N
Club, private	P	N	N	N
Construction sales and service	P	N	P	P
Convenience store	P	N	P	P
Farm stand	N	N	N	N
Funeral home	P	N	N	N
Garden center	P	N	N	N
Gasoline service station	P	N	P	P
Gas and fuel, storage and sales	N	N	P	P
Hostel	P	N	N	N
Hotel	P	N	N	N
Kennel, commercial	P	P	P	P
Laundry or dry cleaning, limited	P	N	N	N
Licensed family child care	N	N	N	N

Liquor store	P	P	P	P
Media service	P	P	P	P
Medical or dental laboratory	P	P	P	P
Medical service	P	P	N	N
Motel	P	N	N	N
Office, general	P	P	N	N
Parking garage, public	P	P	P	P
Parking lot, public	P	P	P	P
Pawnshop	P	N	N	N
Personal care service, home based[2]	P	P	N	N
Personal instruction service, home based[2]	P	P	N	N
Printing and copying, limited	P	P	P	N
Printing, general	P	N	P	P
Produce stand	N	N	N	N
Recreation and entertainment, indoor	P	N	N	N
Recreation and entertainment, outdoor	P	N	N	N
Recreational vehicle park	N	N	N	N
Repair service	P	N	P	N
Research service	P	P	P	P
Residential certificate child care	N	N	N	N
Restaurant, fast food	P	N	N	N
Restaurant, general	P	P	N	N
Retail, general	P	N	N	N
Secondhand store	P	N	N	N
Shopping center	N	N	N	N
Short-term rental	N	N	N	N
Tattoo establishment	P	N	N	N
Tavern	P	N	N	N
Transportation service	P	N	P	P
Vehicle and equipment rental or sale	P	N	P	N
Vehicle and equipment repair, general	P	N	P	P
Vehicle repair, limited	P	N	P	P
Veterinary service	P	N	N	N
Warehouse, self-service storage	P	N	P	P
Wireless telecommunication facility	See section 10-50-5, table 10-50-1 of this title			
INDUSTRIAL USES:				
Automobile wrecking yard	N	N	C	C
Freight terminal	N	N	P	P
Heavy industry	N	N	N	P
Junk or salvage yard	N	N	N	N
Laundry services	P	N	P	P
Manufacturing, general	P	N	P	P
Manufacturing, limited	P	N	P	P
Mineral extraction	N	N	N	P
Wholesale and warehousing, general	P	N	P	P
Wholesale and warehousing, limited	P	N	P	P

OTHER USES:				
Takeoff and landing of aircraft	N	N	N	N

Notes:

1. See chapter 46 of this title.
2. See chapter 42 of this title.
3. See chapter 45 of this title.

B. *Accessory uses.* Permitted and conditional uses set forth in table 10-16-1 of this section shall be deemed to include accessory uses and activities that are necessarily and customarily associated with and incidental and subordinate to such uses.

1. Accessory uses shall be subject to the same regulations that apply to permitted and conditional uses in the same zone except as otherwise expressly provided in this title.
2. No accessory use, building, or structure shall be allowed on a lot unless a permitted or conditional use has been established.
3. Accessory uses in business and industrial zones shall include, but not be limited to, the following:

   Cafeterias, dining halls and similar food service facilities when located within the main use and operated primarily for the convenience of employees, residents, clients, or visitors to the main use.

   Dwelling units for security and maintenance personnel.

   Garages and off street parking areas, subject to applicable standards of chapter 34, off street parking and loading, of this title.

   Recreational areas and facilities for the use of employees.

   Recycling collection stations.

   Temporary uses, subject to applicable standards of chapter 48, Temporary Uses, of this title.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003; Ord. 2016-11, 11-17-2016; Ord. 2020-28, 12-17-2020; Ord. No. 2024-06, 6-6-2024; Ord. No. 2024-12, 8-15-2024; Ord. No. 2025-15, 7-3-2025)

Sec. 10-17-3. Uses allowed.

A. *Permitted and conditional uses.* Permitted and conditional uses allowed within open space or public facility zones shall be as set forth in table 10-17-1 of this section. Permitted and conditional uses are indicated by a "P" or "C," respectively, in the appropriate column. Uses not permitted are indicated by "N." Any use not shown on table 10-17-1 of this section shall be prohibited unless the Zoning Administrator determines the use is substantially the same as a permitted or conditional use as provided in section 10-7-18 of this title. If the proposed use is determined to be a new or unlisted business use, the applicant may petition the City Council for review and possible approval pursuant to the procedures outlined in section 10-7-18.

TABLE 10-17-1
PERMITTED AND CONDITIONAL USES ALLOWED IN
OPEN SPACE AND PUBLIC FACILITY ZONES

Use	Zones	
	OS	PF
AGRICULTURAL USES:		
Accessory building	P	P
Agricultural business	P	N
Agricultural industry	N	N
Agriculture	P	P
Agriculture Residential	N	N
Agritourism	N	N
Animal specialties	P	N
Animals and fowl for recreation and family food production	N	N
Stable, private	P	N
Stable, public	N	N
RESIDENTIAL USES:		
Assisted living facility	N	N
Boarding house	N	N
Building, accessory	N	N
Dwelling, earth sheltered	N	N
Dwelling, multiple-family	N	N
Dwelling, single-family	N	N
Dwelling, single-family with single accessory dwelling unit	N	N
Dwelling, two-family	N	N
~~Guesthouse or casita~~	~~N~~	~~N~~
Home based business	N	N
Manufactured home	N	N
Manufactured/mobile home park	N	N
Manufactured/mobile home subdivision	N	N
Protective housing facility	N	N
Rehabilitation/treatment facility	N	N
Residential facility for elderly persons	N	N
Residential facility for persons with a disability	N	N
Residential facility for troubled youth	N	N
Residential hosting facility	N	N

Transitional housing facility	N	N
PUBLIC AND CIVIC USES:		
Airport	N	P
Auditorium or stadium	N	P
Bus terminal	N	P
Cemetery	N	P
Church or place of worship	N	N
Club or service organization	N	N
College or university	N	P
Convalescent care facility	N	N
Correctional facility	N	P
Cultural service	N	P
Golf course	N	P
Government service	N	P
Hospital	N	P
Operations center	N	P
Park	P	P
Post office	N	P
Protective service	N	P
Reception center	N	P
School, elementary, middle, or high	N	P
School, vocational	N	P
Utility, major[2]	P	P
Utility, minor[2]	P	P
Utility substation[2]	P	P
COMMERCIAL USES:		
Agricultural sales and service	N	N
Animal hospital	N	N
Bail bond service	N	N
Bank or financial institution	N	N
Bed and breakfast inn	N	N
Business equipment rental, services, and supplies	N	N
Car wash	N	N
Child care center	N	P
Club, private	N	N
Construction sales and service	N	N
Convenience store	N	N
Farm stand	N	N
Funeral home	N	P
Garden center	N	N
Gasoline service station	N	N
Gas and fuel, storage and sales	N	N
Hostel	N	N
Hotel	N	N
Kennel, commercial	N	N
Laundry or dry cleaning, limited	N	N
Licensed family child care	N	N

Liquor store	N	N
Media service	N	N
Medical or dental laboratory	N	P
Medical service	N	N
Motel	N	N
Office, general	N	N
Parking garage, public	N	P
Parking lot, public	N	P
Pawnshop	N	N
Personal care service, home based	N	N
Personal instruction service, home based	N	N
Printing and copying, limited	N	N
Printing, general	N	N
Produce stand	N	N
Recreation and entertainment, indoor	N	N
Recreation and entertainment, outdoor	N	P
Recreational vehicle park	N	N
Repair service	N	N
Research service	N	N
Residential certificate child care	N	N
Restaurant, fast food	N	N
Restaurant, general	N	N
Retail, general	N	N
Secondhand store	N	N
Shopping center	N	N
Short-term rental	N	N
Tattoo establishment	N	N
Tavern	N	N
Transportation service	N	N
Vehicle and equipment rental or sale	N	N
Vehicle and equipment repair, general	N	N
Vehicle repair, limited	N	N
Veterinary service	N	N
Warehouse, self-service storage	N	N
Wireless telecommunication facility	See section 10-50-5, table 10-50-1 of this title	
INDUSTRIAL USES:		
Automobile wrecking yard	N	N
Freight terminal	N	N
Heavy industry	N	N
Junk or salvage yard	N	N
Laundry services	N	N
Manufacturing, general	N	N
Manufacturing, limited	N	N
Mineral extraction	N	N
Wholesale and warehousing, general	N	N
Wholesale and warehousing, limited	N	N

OTHER USES:		
Takeoff and landing of aircraft[3]	N	N

Notes:

1. See chapter 42 of this title.
2. See chapter 45 of this title.
3. Takeoff and landing of aircraft at hospitals or medical facilities for the purpose of medical transport (e.g. "life flights", organ deliveries, delivery of medical supplies and equipment, or other urgent circumstances) shall be allowed.

B. *Accessory uses.* Permitted and conditional uses set forth in table 10-17-1 of this section shall be deemed to include accessory uses and activities that are necessarily and customarily associated with and incidental and subordinate to such uses.

1. Accessory uses shall be subject to the same regulations that apply to permitted and conditional uses in the same zone except as otherwise expressly provided in this title.
2. No accessory use, building, or structure shall be allowed on a lot unless a permitted or conditional use has been established.
3. Accessory uses in public facility zones shall include, but not be limited to, the following:

   Cafeterias, dining halls and similar food service facilities when located within the main use and operated primarily for the convenience of employees, residents, clients, or visitors to the main use.

   Garages and off street parking areas, subject to applicable standards of chapter 34, off street parking and loading, of this title.

   Gift shops, newsstands, and similar commercial activities operated primarily for the convenience of employees, residents, clients, or visitors to the main use.

   Recreational areas and facilities.

   Refreshment stands and food and beverage sales located in uses involving public assembly.

   Temporary uses, subject to applicable standards of chapter 48, Temporary Uses, of this title.

(Ord. 2018-01, 2-15-2018; Ord. No. 2025-05, 4-3-2025; Ord. No. 2025-15, 7-3-2025)

Sec. 10-37-12. Lots and yards.

A. *Every building on legally created lot.* Every building shall be located and maintained on a legally created lot as defined in this title, unless such lot is a legally nonconforming lot. Not more than one single-family dwelling or commercial structure shall occupy any one lot except as authorized by the provisions of this title.

B. *Sale or Lease of required land.* No land needed to meet the size, width, yard, area, coverage, parking or other requirements of this title shall be sold, leased, or otherwise transferred away, whether by subdivision or metes and bounds, so as to create or increase the nonconformity of a lot, building, or site development. No lot having less than the minimum width and area required by the zone where it is located may be divided from a larger parcel of land, except as permitted by this section or by the Appeals Board pursuant to the requirements of this title.

1. A reduction in the minimum required area of a lot owned by the City, county, state, or other public entity or utility provider may be granted a special exception approved by the Appeals Board provided:
    a. Such lot is used exclusively for public purposes; and
    b. No living quarters are located on such lot.
2. If a portion of a lot which meets minimum lot area requirements is acquired for public use in any manner, including dedication, condemnation or purchase, and such acquisition reduces the minimum area required, the remainder of such lot shall nevertheless be considered as having the required minimum lot area if all of the following conditions are met:
    a. The lot contains a rectangular space of at least 30 feet by 40 feet exclusive of applicable front and side yard requirements, and exclusive of one-half of the applicable rear yard requirements, and such rectangular space is usable for a principal use or structure.
    b. The remainder of the lot has an area of at least one-half of the required lot area of the zone in which it is located.
    c. The remainder of the lot has access to a public street.

C. *Reduction of minimum lot width and area requirements.* Minimum lot area or lot width requirements of this title shall not be construed to prevent the use of a lot for a single-family dwelling so long as such lot was:

1. Held in separate ownership on the effective date of this title; and
2. Was legally created when it became nonconforming as to area or width.

D. *Adjacent lots when used as one building lot.* When a common side lot line separating two or more contiguous lots is covered or proposed to be covered by a building, such lots shall constitute a single building site and the setback requirements of this title shall not apply to a common lot line if a document is recorded indicating the owner's intent to use the combined lots as a single development site. The setback requirements of this title shall apply only to the exterior side lot lines of the contiguous lots so joined.

E. *Double frontage lots.* Lots having frontage on two or more streets shall be prohibited except for corner lots and double frontage lots in subdivisions which back onto streets shown on the City's road master plan. Such double frontage lots shall be accessed only from an internal subdivision street. Frontage on lots having a front lot line on more than one street shall be measured on one street only.

F. *Setback measurement.* The depth of a required yard abutting a street shall be measured from the lot line except as set forth below:

1. In blocks where more than 50 percent of the buildable lots have main buildings which do not meet the current front yard setback of the zone where the block is located, the minimum front yard requirement

for new construction shall be equal to the average existing front yard size on the block. In no case shall a front yard of more than 30 feet be required.

2. On lots with frontage on the curve of a cul-de-sac or "knuckle" street, the front setback may be measured from a straight line drawn joining the front corners of the lot. In no case may the living area be any closer than 15 feet from the back of sidewalk or the garage be any closer than 20 feet from the back of sidewalk.

G. *Yards to be unobstructed; exceptions.* Every part of a required yard shall be open to the sky and unobstructed except for:

1. Accessory buildings in the Buildable Area of a rear yard or interior side yard;

2. Accessory buildings in the front Buildable Area on lots in Agricultural and Residential Agriculture zones;

3. Accessory dwelling units (ADU) in the front Buildable Area on lots greater than 0.5 acres in size in zones where ADUs are permitted, subject to meeting the same setback requirements applicable to the primary dwellings~~setback requirements~~;

~~2~~4. The ordinary projections of window bays, roof overhangs, skylights, sills, belt courses, cornices, chimneys, flues and other ornamental features, which shall not project into a yard more than four feet;

~~3~~5. Open or lattice enclosed fire escapes, fireproof outside stairways and balconies open upon fire towers projecting into a yard not more than five feet; and

~~4~~6. Any part of an uncovered deck or patio, excluding nonopaque railings.

H. *Yard space for one building only.* No required yard or other open space around an existing building, or which is hereafter provided around any building for the purpose of complying with the provisions of this title, shall be considered as providing a yard or open space for any other building, nor shall any yard or other required open space on an adjoining lot be considered as providing a yard or open space on a lot whereon a building is to be erected or established.

I. *Lot coverage.* In no zone shall a building or group of buildings with their accessory buildings cover more than 50 percent of the area of the lot.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003; Ord. 2005-12, 6-2-2005; Ord. 2017-14, 8-17-2017; Ord. 2018-12, 10-18-2018)

Commented [1]: For reference, Accessory Building definition: a detached subordinate building located on the same lot with a main building, the use of which is customarily incidental to that permitted in the main building, or to the land upon which the main building is located.

Commented [2]: For reference, Buildable Area definition: the area of a lot within front, rear and side yard setback lines where a main building may be constructed.

...

Accessory dwelling unit (ADU) means a dwelling unit that is subordinate to a principal dwelling unit, located on the same lot or parcel as a principal dwelling, occupied on a long-term or short-term basis, and provides kitchen, sleeping, and sanitation facilities. An ADU may be internal to, attached to, or detached from the principal dwelling. Each subordinate residential dwelling unit meeting the definition of an ADU shall constitute a separate ADU, regardless of configuration, location, or means of access. No more than one ADU shall be permitted per residential lot, unless a conditional use permit is obtained and the standards of Chapter 7 of this title are met. All ADUs shall comply with the requirements of Chapter 41 of this title.~~that is being used to provide long-term or short-term housing of any person not qualifying as the property owner's family, as that term is defined in this section. Each subordinate residential dwelling unit meeting this definition shall constitute a separate ADU regardless of how the units are configured or accessed. Guesthouses and casitas shall be considered an ADU when used for long-term or short-term housing of any person not qualifying as the property owner's family. An ADU may be internal, attached, or detached from the primary dwelling. All ADUs must meet the requirements of chapter 41 of this title.~~

...

Dwelling unit means ~~one or more rooms in a dwelling~~ conditioned living space designed for or occupied as separate living quarters ~~which~~ that provides sleeping and sanitary facilities and ~~which~~ that includes kitchen facilities, all for exclusive use by a single family maintaining a household or a single person or group utilizing the unit for a short-term stay.

...

~~*Guesthouse* or *casita* means a secondary dwelling unit, without kitchen facilities, located on a lot with one main dwelling unit which is:~~

~~A. Used for housing of guests without compensation;~~

~~B. Not sold separately from the sale of the main dwelling unit on the lot and encumbered by a recorded agreement which provides notice of this condition;~~

~~C. May be rented or leased pursuant to a license or permit to allow such use; and~~

~~D. Is served by the same utility connections as the main dwelling unit.~~

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**09/25/2025 - Planning Commission**
Application Number:	LUCA25-06
Type of Application:	Land Use Code Amendment
Action Type:	Legislative
Applicant:	Hurricane City
Agent:	N/A
Request:	Amend Title 10, Chapter 3 regarding the definition of accessory dwelling units.
Recommendation:	Recommend approval to the City Council.
Report Prepared By:	Gary Cupp

Updated discussion for 09/25/2025, relating to the code update to allow accessory buildings in front yards:

After the last Planning Commission meeting on September 11, 2025, it was discovered that the packet for the meeting did not include the latest version of the proposed update to the definition of "accessory dwelling units." City ordinances were intended to only allow no more than (up to) two accessory dwelling units on a property, if certain conditions are met. The version reviewed by the Planning Commission on September 11 still contained an exception that currently allows the construction of additional dwelling units if they are only used by family members. Since staff cannot confirm if such a unit would indeed be used by family members, the exception is not enforceable and has created a loophole that has resulted in the construction of additional dwelling units beyond what is permitted. The Planning Commission recommended approval of the updated definition cited below. Staff's additional proposed changes are highlighted in red strikeout text:

> *"**Accessory dwelling unit (ADU)** means a dwelling unit that is subordinate to a principal dwelling unit, located on the same lot or parcel as a principal dwelling, occupied on a long-term or short-term basis, ~~by any person not qualifying as the property owner's family,~~ and provides sleeping, kitchen, and sanitation facilities. An ADU may be internal to, attached to, or detached from the principal dwelling. ~~Subordinate dwelling units which are used exclusively by the property owner's family, shall not be considered ADUs.~~ Each subordinate residential dwelling unit meeting the definition of an ADU shall constitute a separate ADU, regardless of configuration, location, or means of access. No more than one ADU shall be permitted per residential lot, unless a conditional use permit is obtained and the standards of Chapter 7 of this title are met. All ADUs shall comply with the requirements of Chapter 41 of this title."*

Recommendation:

Staff recommends the Planning Commission make a recommendation of approval to the City Council.

Ordinance No. 2025-17

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING TITLE 10, CHAPTERS 3, 7, 13-17 & 37 WITH REGARDS TO ACCESSORY BUILDINGS IN FRONT YARD AREAS

WHEREAS, the City Council of Hurricane, Utah desires to amend Title 10, Chapters 3, 7, 13-17 & 37 with regards to accessory buildings in front yard areas; and

WHEREAS, the City Council deems this amendment necessary and desirable for the preservation of the general health, safety, and welfare of the residents of Hurricane; and

WHEREAS, the Planning Commission of Hurricane City has recommended approval of the changes;

BE IT HEREBY ORDAINED by the City Council of Hurricane, Utah that Title 10, Chapter 3, portions of Section 10-3-4 of the Hurricane City Code is amended to read as follows:

...

Accessory dwelling unit (ADU) means a dwelling unit that is subordinate to a principal dwelling unit, located on the same lot or parcel as a principal dwelling, occupied on a long-term or short-term basis, and provides kitchen, sleeping, and sanitation facilities. An ADU may be internal to, attached to, or detached from the principal dwelling. Each subordinate residential dwelling unit meeting the definition of an ADU shall constitute a separate ADU, regardless of configuration, location, or means of access. No more than one ADU shall be permitted per residential lot, unless a conditional use permit is obtained and the standards of Chapter 7 of this title are met. All ADUs shall comply with the requirements of Chapter 41 of this title.

...

Dwelling unit means conditioned living space designed for or occupied as separate living quarters that provides sleeping and sanitary facilities and that includes kitchen facilities, all for exclusive use by a single family maintaining a household or a single person or group utilizing the unit for a short-term stay.

...

~~*Guesthouse or casita* means a secondary dwelling unit, without kitchen facilities, located on a lot with one main dwelling unit which is:~~

~~A. Used for housing of guests without compensation;~~
~~B. Not sold separately from the sale of the main dwelling unit on the lot and encumbered by a recorded agreement which provides notice of this condition;~~
~~C. May be rented or leased pursuant to a license or permit to allow such use; and~~
~~D. Is served by the same utility connections as the main dwelling unit.~~

...

BE IT HEREBY FURTHER ORDAINED, by the City Council of Hurricane, Utah that Title 10, Chapter 7, Section 10-7-9(B.)(1.) of the Hurricane City Code is amended to read as follows:

1. The Planning Commission is authorized to issue conditional use permits for the following uses:

   Agricultural industry.

   Agritourism activities.

   Animal specialties.

   Assisted living facility.

   Farm stands selling commercially packaged handicrafts or commercially processed or packaged food stuffs.

   Greater heights than permitted by this Code in all zones except residential and residential agricultural zones.

   Greater size than permitted by this Code in all zones except residential and residential agricultural zones.

   Metal building in commercial and residential zones.

   Multi family in commercial zones.

   Public stable.

   Reception center.

   Recreation and entertainment, outdoor.

   Fences or walls of greater height.

   Accessory dwelling units in the front Buildable Area on lots less than 0.5 acres in size.

BE IT HEREBY FURTHER ORDAINED, by the City Council of Hurricane, Utah that Title 10, Chapter 7, Section 10-7-9(E.)(2.) of the Hurricane City Code is amended to ADD subsection (p.) as follows:

p. *Standards for accessory dwelling units (ADU) in the front Buildable Area on lots less than 0.5 acres in size.*

(1) The ADU must be subordinate in size and use to a primary residence.
(2) The ADU must be architecturally consistent with the primary residence.
(3) The height and size of the ADU may not be greater than permitted in the zone.
(4) The ADU must meet the same setback requirements applicable to the primary dwelling

BE IT HEREBY FURTHER ORDAINED, by the City Council of Hurricane, Utah that Title 10, Chapter 37, Section 10-37-12(G.) of the Hurricane City Code is amended to read as follows:

G. *Yards to be unobstructed; exceptions.* Every part of a required yard shall be open to the sky and unobstructed except for:

1. Accessory buildings in the Buildable Area of a rear yard or interior side yard;
2. Accessory buildings in the front Buildable Area on lots in Agricultural and Residential Agriculture zones;
3. Accessory dwelling units (ADU) in the front Buildable Area on lots greater than 0.5 acres in size in zones where ADUs are permitted, subject to meeting the same setback requirements applicable to the primary dwelling;
4. The ordinary projections of window bays, roof overhangs, skylights, sills, belt courses, cornices, chimneys, flues and other ornamental features, which shall not project into a yard more than four feet;
5. Open or lattice enclosed fire escapes, fireproof outside stairways and balconies open upon fire towers projecting into a yard not more than five feet; and
6. Any part of an uncovered deck or patio, excluding nonopaque railings.

BE IT HEREBY FURTHER ORDAINED, by the City Council of Hurricane, Utah that Title 10, Chapter 13, Table 10-13-1 of the Hurricane City Code is amended to read as follows:

TABLE 10-13-1
PERMITTED AND CONDITIONAL USES ALLOWED IN RESIDENTIAL ZONES

Use	Zones								
	R1-15	R1-10	R1-8	R1-6	R1-4	RM-1	RM-2	RM-3	MH/RV
AGRICULTURAL USES:									
Accessory building	P	P	P	P	N	P	P	P	P
Agricultural business	N	N	N	N	N	N	N	N	N
Agricultural industry	N	N	N	N	N	N	N	N	N
Agriculture	N	N	N	N	N	N	N	N	N
Agriculture residential	P	P	P	P	P	P	P	P	P
Agritourism	N	N	N	N	N	N	N	N	N
Animal specialties	P	P	N	N	N	N	N	N	N
Animals and fowl for recreation and family food production	P[3] /C	P[3] /C	P[3]	P[3]	N	N	N	N	N
Stable, private	N	N	N	N	N	N	N	N	N

Stable, public	N	N	N	N	N	N	N	N	N
RESIDENTIAL USES:									
Assisted living facility	C	C	C	C	C	N	N	N	N
Boarding house	N	N	N	N	N	N	N	N	N
Building, accessory	P	P	P	P	N	P	P	P	P
Dwelling, earth sheltered	P	P	P	P	P	P	P	P	N
Dwelling, multiple-family	N	N	N	N	N	P	P	P	N
Dwelling, single-family	P	P	P	P	P	P	P	P	P
Dwelling, single-family with single accessory dwelling unit	P	P	P	P	N	N	N	N	N
Dwelling, two-family	N	N	N	N	N	P	P	P	N
Home based business[2]	P	P	P	P	P	P	P	P	P
Manufactured home	P	P	P	P	P	N	N	N	P
Manufactured/mobile home park	N	N	N	N	N	N	N	N	P
Manufactured/mobile home subdivision	N	N	N	N	N	N	N	N	P
Protective housing facility	N	N	N	N	N	N	N	N	N
Rehabilitation/treatment facility	N	N	N	N	N	N	N	N	N
Residential facility for elderly persons[1]	P	P	P	P	P	P	P	P	P
Residential facility for persons with a disability[1]	P	P	P	P	P	P	P	P	P
Residential facility for troubled youth	N	N	N	N	N	N	N	N	N
Residential hosting facility[6]	P	P	P	P	N	N	N	N	N
Transitional housing facility	N	N	N	N	N	N	N	N	N
PUBLIC AND CIVIC USES:									
Airport	N	N	N	N	N	N	N	N	N
Auditorium or stadium	N	N	N	N	N	N	N	N	N
Bus terminal	N	N	N	N	N	N	N	N	N
Cemetery	P	P	P	P	P	P	P	P	P
Church or place of worship	P	P	P	P	P	P	P	P	P
Club or service organization	N	N	N	N	N	N	N	N	N
College or university	N	N	N	N	N	N	N	N	N

Convalescent care facility	N	N	N	N	N	N	N	N	N
Correctional facility	N	N	N	N	N	N	N	N	N
Cultural service	N	N	N	N	N	N	N	N	N
Golf course	P	P	P	P	N	P	P	P	P
Government service	N	N	N	N	N	N	N	N	N
Hospital	N	N	N	N	N	N	N	N	N
Operations center	N	N	N	N	N	N	N	N	N
Park	P	P	P	P	P	P	P	P	P
Post office	N	N	N	N	N	N	N	N	N
Protective service	P	P	P	P	P	P	P	P	P
Reception center	N	N	N	N	N	N	N	N	N
School, elementary, middle, or high	P	P	P	P	P	P	P	P	P
School, vocational	N	N	N	N	N	N	N	N	N
Utility, major	N	N	N	N	N	N	N	N	N
Utility, minor[7]	P	P	P	P	P	P	P	P	P
Utility substation	N	N	N	N	N	N	N	N	N
COMMERCIAL USES:									
Agricultural sales and service	N	N	N	N	N	N	N	N	N
Animal hospital	N	N	N	N	N	N	N	N	N
Bail bond service	N	N	N	N	N	N	N	N	N
Bank or financial institution	N	N	N	N	N	N	N	N	N
Bed and breakfast inn	N	N	N	N	N	N	N	N	N
Business equipment rental, services, and supplies	N	N	N	N	N	N	N	N	N
Car wash	N	N	N	N	N	N	N	N	N
Child care center	N	N	N	N	N	N	N	N	N
Club, private	N	N	N	N	N	N	N	N	N
Construction sales and service	N	N	N	N	N	N	N	N	N
Convenience store	N	N	N	N	N	N	N	N	N
Farm stand	N	N	N	N	N	N	N	N	N
Funeral home	N	N	N	N	N	N	N	N	N
Garden center	N	N	N	N	N	N	N	N	N
Gasoline service station	N	N	N	N	N	N	N	N	N
Gas and fuel, storage and sales	N	N	N	N	N	N	N	N	N
Hostel	N	N	N	N	N	N	N	N	N

Hotel	N	N	N	N	N	N	N	N	N
Kennel, commercial	N	N	N	N	N	N	N	N	N
Laundry or dry cleaning, limited	N	N	N	N	N	N	N	N	N
Licensed family child care[2]	P	P	P	P	P	P	P	P	P
Liquor store	N	N	N	N	N	N	N	N	N
Media service	N	N	N	N	N	N	N	N	N
Medical or dental laboratory	N	N	N	N	N	N	N	N	N
Medical service	N	N	N	N	N	N	N	N	N
Motel	N	N	N	N	N	N	N	N	N
Office, general	N	N	N	N	N	N	N	N	N
Parking garage, public	N	N	N	N	N	N	N	N	N
Parking lot, public	N	N	N	N	N	N	N	N	N
Pawnshop	N	N	N	N	N	N	N	N	N
Personal care service, home based[2]	P	P	P	P	P	P	P	P	P
Personal instruction service, home based[2]	P	P	P	P	P	P	P	P	P
Printing and copying, limited	N	N	N	N	N	N	N	N	N
Printing, general	N	N	N	N	N	N	N	N	N
Produce stand	N	N	N	N	N	N	N	N	N
Recreation and entertainment, indoor	N	N	N	N	N	N	N	N	N
Recreation and entertainment, outdoor	N	N	N	N	N	N	N	N	N
Recreational vehicle park	N	N	N	N	N	N	N	N	P
Repair service	N	N	N	N	N	N	N	N	N
Research service	N	N	N	N	N	N	N	N	N
Residential certificate child care[2]	P	P	P	P	P	P	P	P	P
Restaurant, fast food	N	N	N	N	N	N	N	N	N
Restaurant, general	N	N	N	N	N	N	N	N	N
Retail, general	N	N	N	N	N	N	N	N	N
Secondhand store	N	N	N	N	N	N	N	N	N
Shopping center	N	N	N	N	N	N	N	N	N
Short term rental[(4 & 5)]	P	P	P	N	N	N	N	N	N
Tattoo establishment	N	N	N	N	N	N	N	N	N
Tavern	N	N	N	N	N	N	N	N	N

Transportation service	N	N	N	N	N	N	N	N	N
Vehicle and equipment rental or sale	N	N	N	N	N	N	N	N	N
Vehicle and equipment repair, general	N	N	N	N	N	N	N	N	N
Vehicle repair, limited	N	N	N	N	N	N	N	N	N
Veterinary service	N	N	N	N	N	N	N	N	N
Warehouse, self-service storage	N	N	N	N	N	N	N	N	N
Wireless telecommunication facility	See section 10-50-5, table 10-50-1 of this title								
INDUSTRIAL USES:									
Automobile wrecking yard	N	N	N	N	N	N	N	N	N
Freight terminal	N	N	N	N	N	N	N	N	N
Heavy industry	N	N	N	N	N	N	N	N	N
Junk or salvage yard	N	N	N	N	N	N	N	N	N
Laundry services	N	N	N	N	N	N	N	N	N
Manufacturing, general	N	N	N	N	N	N	N	N	N
Manufacturing, limited	N	N	N	N	N	N	N	N	N
Mineral extraction	N	N	N	N	N	N	N	N	N
Wholesale and warehousing, general	N	N	N	N	N	N	N	N	N
Wholesale and warehousing, limited	N	N	N	N	N	N	N	N	N
OTHER USES:									
Takeoff and landing of aircraft	N	N	N	N	N	N	N	N	N

BE IT HEREBY FURTHER ORDAINED, by the City Council of Hurricane, Utah that Title 10, Chapter 14, Table 10-14-1 of the Hurricane City Code is amended to read as follows:

TABLE 10-14-1
PERMITTED AND CONDITIONAL USES ALLOWED IN
RESIDENTIAL AGRICULTURE ZONES

Use	Zones	
	RA-1	RA-.5
AGRICULTURAL USES:		
Accessory building	P	P

Agricultural business	P	N
Agricultural industry	N	N
Agriculture	P	P
Agriculture Residential	P	P
Agritourism	N	N
Animal specialties	P	P
Animals and fowl for recreation and family food production	P	P[3]
Stable, private	P	P
Stable, public	P	N
RESIDENTIAL USES:		
Assisted living facility	P	P
Boarding house	N	N
Building, accessory	P	P
Dwelling, earth sheltered	P	P
Dwelling, multiple-family	N	N
Dwelling, single-family	P	P
Dwelling, single-family with single accessory dwelling unit	P	P
Dwelling, two-family	N	N
Home based business[2]	P	P
Manufactured home	P	P
Manufactured/mobile home park	N	N
Manufactured/mobile home subdivision	N	N
Protective housing facility	P	P
Rehabilitation/treatment facility	N	N
Residential facility for elderly persons[1]	P	P
Residential facility for persons with a disability[1]	P	P
Residential facility for troubled youth	C	C
Residential hosting facility[6]	P	P
Transitional housing facility	N	N
PUBLIC AND CIVIC USES:		
Airport	N	N
Auditorium or stadium	N	N
Bus terminal	N	N
Cemetery	P	P
Church or place of worship	P	P
Club or service organization	N	N
College or university	N	N
Convalescent care facility	N	N
Correctional facility	N	N
Cultural service	P	P
Golf course	P	P

Government Service	N	N
Hospital	N	N
Operations Center	N	N
Park	P	P
Post office	N	N
Protective service	P	P
Reception center	C	C
School, elementary, middle, or high	N	N
School, vocational	N	N
Utility, minor	N	N
Utility, major	N	N
Utility substation	N	N
COMMERCIAL USES:		
Agricultural sales and service	N	N
Animal hospital	P	P
Bail bond service	N	N
Bank or financial institution	N	N
Bed and breakfast inn	N	N
Business equipment rental, services, and supplies	N	N
Car wash	N	N
Club, Private	N	N
Child care center	N	N
Construction sales and service	N	N
Convenience store	N	N
Farm stand[5]	P	P
Funeral home	N	N
Garden center	N	N
Gasoline service station	N	N
Gas and fuel, storage and sales	N	N
Hostel	N	N
Hotel	N	N
Kennel, commercial	N	N
Laundry or dry cleaning, limited	N	N
Licensed family child care[2]	P	P
Liquor store	N	N
Media service	N	N
Medical or dental laboratory	N	N
Medical service	N	N
Motel	N	N
Office, general	N	N
Parking garage, public	N	N

Parking lot, public	N	N
Pawnshop	N	N
Personal care service, home based[2]	P	P
Personal instruction service, home based[2]	P	P
Printing and copying, limited	N	N
Printing, general	N	N
Produce stand	P	P
Recreation and entertainment, indoor	N	N
Recreation and entertainment, outdoor	N	N
Recreational vehicle park	N	N
Repair service	N	N
Research service	N	N
Residential certificate child care facility[2]	P	P
Restaurant, fast food	N	N
Restaurant, general	N	N
Retail, general	N	N
Secondhand store	N	N
Shopping center	N	N
Short-term rental[4]	N	N
Tattoo establishment	N	N
Tavern	N	N
Transportation service	N	N
Vehicle and equipment rental or sale	N	N
Vehicle and equipment repair, general	N	N
Vehicle repair, limited	N	N
Veterinary service	N	N
Warehouse, self-service storage	N	N
Wireless telecommunication facility	See section 10-50-5, table 10-50-1 of this title	
INDUSTRIAL USES:		
Automobile wrecking yard	N	N
Freight terminal	N	N
Heavy industry	N	N
Junk or salvage yard	N	N
Laundry services	N	N
Manufacturing, general	N	N
Manufacturing, limited	N	N
Mineral extraction	N	N
Wholesale and warehousing, general	N	N
Wholesale and warehousing, limited	N	N
OTHER USES:		

Takeoff and landing of aircraft	N	N

BE IT HEREBY FURTHER ORDAINED, by the City Council of Hurricane, Utah that Title 10, Chapter 15, Table 10-15-1 of the Hurricane City Code is amended to read as follows:

TABLE 10-15-1

PERMITTED AND CONDITIONAL USES ALLOWED IN COMMERCIAL ZONES

Use	Zones				
	NC	GC	HC	PC	POC
AGRICULTURAL USES:					
Accessory building	N	N	N	N	N
Agricultural business	N	N	N	N	N
Agricultural industry	N	N	N	N	N
Agriculture	N	N	N	N	N
Agriculture Residential	N	N	N	N	N
Agritourism	N	N	N	N	N
Animal specialties	N	N	N	N	N
Animals and fowl for recreation and family food production	N	N	N	N	N
Stable, private	N	N	N	N	N
Stable, public	N	P	P	P	P
RESIDENTIAL USES:					
Assisted living facility	P	N	N	P	P
Boarding house	N	N	N	N	N
Building, accessory	P	N	N	P	P
Dwelling, earth sheltered	N	N	N	N	N
Dwelling, multiple-family[4]	C	C	C	P	P
Dwelling, single-family[4]	N	N	N	P	N
Dwelling, single family with single accessory dwelling unit[4]	N	N	N	P	N
Dwelling, two-family[4]	N	N	N	P	P
Home based business[2]	P	P	P	P	P
Manufactured home	N	N	N	N	N
Manufactured/mobile home park	N	N	N	N	N
Manufactured/mobile home subdivision	N	N	N	N	N
Protective housing facility	N	N	N	N	N
Rehabilitation/treatment facility	N	P	P	P	P
Residential facility for elderly persons[1]	P	N	N	P	P
Residential facility for persons with a disability[1]	P	N	N	P	P
Residential facility for troubled youth	N	N	N	N	N

Residential hosting facility[6]	P	P	P	P	P
Transitional housing facility	N	N	N	N	N
PUBLIC AND CIVIC USES:					
Airport	N	N	N	N	N
Auditorium or stadium	N	P	P	P	N
Bus terminal	N	P	P	P	N
Cemetery	P	P	P	P	P
Church or place of worship	P	P	P	P	P
Club or service organization	P	P	P	P	P
College or university	P	P	P	P	P
Convalescent care facility	N	P	P	P	N
Correctional facility	N	N	N	N	N
Cultural service	P	P	P	P	P
Golf course	P	P	P	P	P
Government service	N	P	P	P	N
Hospital	N	P	P	P	N
Operations center	N	P	P	P	P
Park	P	P	P	P	P
Post office	P	P	P	P	P
Protective service	P	P	P	P	P
Reception center	C	P	P	P	P
School, elementary, middle, or high	P	P	P	P	P
School, vocational	P	P	P	P	P
Utility, major[3]	N	N	N	C	C
Utility, minor[3]	P	P	P	P	P
Utility substation	N	N	N	N	N
COMMERCIAL USES:					
Agricultural sales and service	N	P	P	P	N
Animal hospital	P	P	P	P	N
Bail bond service	N	P	P	P	N
Bank or financial institution	P	P	P	P	P
Bed and breakfast inn	P	P	P	P	N
Business equipment rental, services, and supplies	P	P	P	P	P
Car wash	P	P	P	P	P
Child care center	P	P	P	P	P
Club, private	N	P	P	P	N
Construction sales and service	N	P	P	N	N
Convenience store	P	P	P	P	P
Farm stand	N	N	N	N	N
Funeral home	N	P	P	P	N

Garden center	P	P	P	P	P
Gasoline service station	P	P	P	P	N
Gas and fuel, storage and sales	N	N	C	N	N
Hostel	N	P	P	P	N
Hotel	N	P	P	P	N
Kennel, commercial	C	C	C	C	C
Laundry or dry cleaning, limited	P	P	P	P	P
Licensed family child care[2]	P	N	N	P	N
Liquor store	N	P	P	P	N
Media service	P	P	P	P	P
Medical or dental laboratory	N	P	P	P	N
Medical service	P	P	P	P	P
Motel	N	P	P	P	N
Office, general	P	P	P	P	P
Parking garage, public	N	P	P	P	P
Parking lot, public	N	P	P	P	P
Pawnshop	N	N	P	P	N
Personal care service, home based[2]	P	P	P	P	P
Personal instruction service, home based[2]	P	P	P	P	P
Printing and copying, limited	P	P	P	P	P
Printing, general	N	P	P	P	P
Produce stand	P	P	P	P	P
Recreation and entertainment, indoor	P	P	P	P	P
Recreation and entertainment, outdoor	N	P	P	P	N
Recreational vehicle park	N	N	P	N	N
Repair service	P	P	P	N	P
Research service	N	P	P	N	N
Residential certificate child care[2]	P	N	N	P	N
Restaurant, fast food	P	P	P	P	P
Restaurant, general	P	P	P	P	P
Retail, general	P	P	P	P	P
Secondhand store	P	P	P	P	P
Shopping center	P	P	P	P	P
Short-term rental	N	N	N	N	N
Tattoo establishment	P	P	P	N	N
Tavern	N	P	P	P	N
Transportation service	N	P	P	N	N
Vehicle and equipment rental or sale	N	P	P	N	N
Vehicle and equipment repair, general	N	P	P	N	N
Vehicle repair, limited	N	P	P	N	P
Veterinary service	P	P	P	N	N

Warehouse, self-service storage	N	N	N	N	N
Wireless telecommunication facility	See section 10-50-5, table 10-50-1 of this title				
INDUSTRIAL USES:					
Automobile wrecking yard	N	N	N	N	N
Freight terminal	N	N	N	N	N
Heavy industry	N	N	N	N	N
Junk or salvage yard	N	N	N	N	N
Laundry services	N	N	N	P	N
Manufacturing, general	N	N	N	N	N
Manufacturing, limited	N	N	N	N	N
Mineral extraction	N	N	N	N	N
Wholesale and warehousing, general	N	N	N	N	N
Wholesale and warehousing, limited	N	N	N	N	N
OTHER USES:					
Takeoff and landing of aircraft (hospitals exempted)[5]	N	N	N	N	N

BE IT HEREBY FURTHER ORDAINED, by the City Council of Hurricane, Utah that Title 10, Chapter 16, Table 10-16-1 of the Hurricane City Code is amended to read as follows:

TABLE 10-16-1
PERMITTED AND CONDITIONAL USES ALLOWED IN
BUSINESS AND INDUSTRIAL ZONES

Uses	Zones			
	BMP	PO	M-1	M-2
AGRICULTURAL USES:				
Accessory building	P	P	P	P
Agricultural business	N	N	N	N
Agricultural industry	N	N	P	N
Agriculture	N	N	N	N
Agriculture residential	N	N	N	N
Agritourism	N	N	N	N
Animal specialties	N	N	P	N
Animals and fowl for recreation and family food production	N	N	N	N
Stable, private	N	N	N	N
Stable, public	N	N	N	N
RESIDENTIAL USES:				
Assisted living facility	N	N	N	N
Boarding house	N	N	N	N

Building, accessory	P	P	P	P
Dwelling, earth sheltered	N	N	N	N
Dwelling, multiple-family	N	N	N	N
Dwelling, single-family	N	N	N	N
Dwelling, single-family with single accessory dwelling unit	N	N	N	N
Dwelling, two-family	N	N	N	N
Home based business	N	N	N	N
Manufactured home	N	N	N	N
Manufactured/mobile home park	N	N	N	N
Manufactured/mobile home subdivision	N	N	N	N
Protective housing facility	N	N	N	N
Rehabilitation/treatment facility	P	P	P	P
Residential facility for elderly persons[1]	P	P	N	N
Residential facility for persons with a disability[1]	P	N	N	N
Residential facility for troubled youth	N	N	P	N
Residential hosting facility	N	N	N	N
Transitional housing facility	N	N	P	N
PUBLIC AND CIVIC USES:				
Airport	N	N	N	N
Auditorium or stadium	N	N	N	N
Bus terminal	P	N	N	N
Cemetery	N	N	N	N
Church or place of worship	P	P	N	N
Club or service organization	P	P	N	N
College or university	P	P	N	N
Convalescent care facility	P	N	N	N
Correctional facility	N	N	N	N
Cultural service	P	P	N	N
Golf course	N	N	N	N
Government service	P	P	N	N
Hospital	P	P	N	N
Operations center	P	N	P	P
Park	P	P	P	P
Post office	P	P	P	P
Protective service	P	P	P	P
Reception center	P	P	N	N
School, elementary, middle, or high	N	N	N	N
School, vocational	P	P	P	P
Utility, major[3]	N	P	P	P
Utility, minor[3]	P	P	P	P

Utility substation	N	N	N	N
COMMERCIAL USES:				
Agricultural sales and service	P	N	P	P
Animal hospital	P	P	N	N
Bail bond service	P	P	P	P
Bank or financial institution	P	P	N	N
Bed and breakfast inn	N	N	N	N
Business equipment rental, services, and supplies	P	N	P	N
Car Wash	N	N	N	N
Child care center	P	N	P	N
Club, private	P	N	N	N
Construction sales and service	P	N	P	P
Convenience store	P	N	P	P
Farm stand	N	N	N	N
Funeral home	P	N	N	N
Garden center	P	N	N	N
Gasoline service station	P	N	P	P
Gas and fuel, storage and sales	N	N	P	P
Hostel	P	N	N	N
Hotel	P	N	N	N
Kennel, commercial	P	P	P	P
Laundry or dry cleaning, limited	P	N	N	N
Licensed family child care	N	N	N	N
Liquor store	P	P	P	P
Media service	P	P	P	P
Medical or dental laboratory	P	P	P	P
Medical service	P	P	N	N
Motel	P	N	N	N
Office, general	P	P	N	N
Parking garage, public	P	P	P	P
Parking lot, public	P	P	P	P
Pawnshop	P	N	N	N
Personal care service, home based[2]	P	P	N	N
Personal instruction service, home based[2]	P	P	N	N
Printing and copying, limited	P	P	P	N
Printing, general	P	N	P	P
Produce stand	N	N	N	N
Recreation and entertainment, indoor	P	N	N	N
Recreation and entertainment, outdoor	P	N	N	N
Recreational vehicle park	N	N	N	N
Repair service	P	N	P	N

Research service	P	P	P	P
Residential certificate child care	N	N	N	N
Restaurant, fast food	P	N	N	N
Restaurant, general	P	P	N	N
Retail, general	P	N	N	N
Secondhand store	P	N	N	N
Shopping center	N	N	N	N
Short-term rental	N	N	N	N
Tattoo establishment	P	N	N	N
Tavern	P	N	N	N
Transportation service	P	N	P	P
Vehicle and equipment rental or sale	P	N	P	N
Vehicle and equipment repair, general	P	N	P	P
Vehicle repair, limited	P	N	P	P
Veterinary service	P	N	N	N
Warehouse, self-service storage	P	N	P	P
Wireless telecommunication facility	See section 10-50-5, table 10-50-1 of this title			
INDUSTRIAL USES:				
Automobile wrecking yard	N	N	C	C
Freight terminal	N	N	P	P
Heavy industry	N	N	N	P
Junk or salvage yard	N	N	N	N
Laundry services	P	N	P	P
Manufacturing, general	P	N	P	P
Manufacturing, limited	P	N	P	P
Mineral extraction	N	N	N	P
Wholesale and warehousing, general	P	N	P	P
Wholesale and warehousing, limited	P	N	P	P
OTHER USES:				
Takeoff and landing of aircraft	N	N	N	N

BE IT HEREBY FURTHER ORDAINED, by the City Council of Hurricane, Utah that Title 10, Chapter 17, Table 10-17-1 of the Hurricane City Code is amended to read as follows:

TABLE 10-17-1
PERMITTED AND CONDITIONAL USES ALLOWED IN
OPEN SPACE AND PUBLIC FACILITY ZONES

Use	Zones	
	OS	PF
AGRICULTURAL USES:		
Accessory building	P	P
Agricultural business	P	N
Agricultural industry	N	N
Agriculture	P	P
Agriculture Residential	N	N
Agritourism	N	N
Animal specialties	P	N
Animals and fowl for recreation and family food production	N	N
Stable, private	P	N
Stable, public	N	N
RESIDENTIAL USES:		
Assisted living facility	N	N
Boarding house	N	N
Building, accessory	N	N
Dwelling, earth sheltered	N	N
Dwelling, multiple-family	N	N
Dwelling, single-family	N	N
Dwelling, single-family with single accessory dwelling unit	N	N
Dwelling, two-family	N	N
Home based business	N	N
Manufactured home	N	N
Manufactured/mobile home park	N	N
Manufactured/mobile home subdivision	N	N
Protective housing facility	N	N
Rehabilitation/treatment facility	N	N
Residential facility for elderly persons	N	N
Residential facility for persons with a disability	N	N
Residential facility for troubled youth	N	N
Residential hosting facility	N	N
Transitional housing facility	N	N
PUBLIC AND CIVIC USES:		
Airport	N	P
Auditorium or stadium	N	P
Bus terminal	N	P
Cemetery	N	P
Church or place of worship	N	N
Club or service organization	N	N

College or university	N	P
Convalescent care facility	N	N
Correctional facility	N	P
Cultural service	N	P
Golf course	N	P
Government service	N	P
Hospital	N	P
Operations center	N	P
Park	P	P
Post office	N	P
Protective service	N	P
Reception center	N	P
School, elementary, middle, or high	N	P
School, vocational	N	P
Utility, major[2]	P	P
Utility, minor[2]	P	P
Utility substation[2]	P	P
COMMERCIAL USES:		
Agricultural sales and service	N	N
Animal hospital	N	N
Bail bond service	N	N
Bank or financial institution	N	N
Bed and breakfast inn	N	N
Business equipment rental, services, and supplies	N	N
Car wash	N	N
Child care center	N	P
Club, private	N	N
Construction sales and service	N	N
Convenience store	N	N
Farm stand	N	N
Funeral home	N	P
Garden center	N	N
Gasoline service station	N	N
Gas and fuel, storage and sales	N	N
Hostel	N	N
Hotel	N	N
Kennel, commercial	N	N
Laundry or dry cleaning, limited	N	N
Licensed family child care	N	N
Liquor store	N	N
Media service	N	N

Medical or dental laboratory	N	P
Medical service	N	N
Motel	N	N
Office, general	N	N
Parking garage, public	N	P
Parking lot, public	N	P
Pawnshop	N	N
Personal care service, home based	N	N
Personal instruction service, home based	N	N
Printing and copying, limited	N	N
Printing, general	N	N
Produce stand	N	N
Recreation and entertainment, indoor	N	N
Recreation and entertainment, outdoor	N	P
Recreational vehicle park	N	N
Repair service	N	N
Research service	N	N
Residential certificate child care	N	N
Restaurant, fast food	N	N
Restaurant, general	N	N
Retail, general	N	N
Secondhand store	N	N
Shopping center	N	N
Short-term rental	N	N
Tattoo establishment	N	N
Tavern	N	N
Transportation service	N	N
Vehicle and equipment rental or sale	N	N
Vehicle and equipment repair, general	N	N
Vehicle repair, limited	N	N
Veterinary service	N	N
Warehouse, self-service storage	N	N
Wireless telecommunication facility	See section 10-50-5, table 10-50-1 of this title	
INDUSTRIAL USES:		
Automobile wrecking yard	N	N
Freight terminal	N	N
Heavy industry	N	N
Junk or salvage yard	N	N
Laundry services	N	N
Manufacturing, general	N	N

Manufacturing, limited	N	N
Mineral extraction	N	N
Wholesale and warehousing, general	N	N
Wholesale and warehousing, limited	N	N
OTHER USES:		
Takeoff and landing of aircraft[3]	N	N

NOW THEREFORE, BE IT ORDAINED BY THE HURRICANE CITY COUNCIL OF HURRICANE CITY, UTAH THAT:

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

2. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Hurricane City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications, and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.

3. This Ordinance shall, after adoption and approval, take effect immediately upon publication or posting as required by law.

PASSED AND APPROVED this 29th day, September 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 29th day of September 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, Recorder

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a Purchase Contract with Utah Department of Transportation regarding property at approximately 515 N 350 East.

Discussion: This purchase contract is for a parcel located at 515 N 350 E that is currently owned by UDOT. When UDOT disposes of property they will generally reach out to the local government and offer a first right of refusal. This parcel has been determined to be useful in completing the intersection at 500 N State Street into a 4-way intersection. The plan is to integrate the parcel in question into the neighboring parcel to the south and pioneering the eastward extension of 500 North through the property to tie into 350 East. This will create two viable commercial parcels and provide good access to SR-9 at the 500 North signal. An appraisal has valued the property at $85,000 and UDOT has presented a purchase contract to the City to purchase the property at the appraised value. – Arthur LeBaron

Findings:

Recommendation: Staff recommends the City accept and execute the purchase contract.

Purchase Contract
for the
Utah Department of Transportation

This is a legally binding contract. If you desire legal or tax advice, consult your attorney or tax advisor.

The Buyer HURRICANE CITY, a municipality of the State of Utah offers to purchase the Property described below from the Utah Department of Transportation. Buyer commits to deliver Earnest Money in the amount of $8,000.00, which upon acceptance of this offer by all parties shall be deposited within 3 business days. The Earnest Money will be held by Southern Utah Title Office

PROPERTY ADDRESS: Approx. 515 North 350 East, Hurricane

1 Also described as UDOT Parcel (s) # 88:Q See Exhibit 'A'

2. WATER RIGHTS. No Water Rights / Shares are included in this sale.

3. PURCHASE PRICE. The purchase price for the Property is: $ **85,000.00**

4. APPRAISAL. This offer _____ **is** X **is not** contingent upon the Buyer obtaining an appraisal on the Property.

5. FINANCING. This offer _____ **is** X **is not** contingent upon the Buyer securing a loan on the property.

6. ADDITIONAL TERMS. There _____ **are** X **are not** addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference: Addendum No. _____

7. CLOSING. This transaction shall be closed on or before _____. UDOT will approve the designated Title Company**.** UDOT does not pay any of the fees associated with closing. Possession shall be at time of recording and Buyer's portion of the property taxes shall be prorated as of closing. If applicable, Buyer agrees to take the Property subject to existing leases. Title Company to be used by buyer, Southern Utah Title, Rachel Webb.

8. SURVEY. UDOT will not accept a revised legal description. If the buyer chooses to contract with an outside company for a survey it will be the responsibility of the surveyor to work with the county to change the legal description after closing.

9. SELLER DISCLOSURES, WARRANTIES AND REPRESENTATIONS. Buyer understands that Seller acquired the Property for road purposes and makes no representation concerning the condition of the Property. Buyer agrees to accept the Property in "as is" condition, including any hidden defects or environmental conditions affecting the Property, whether known or unknown, whether such defects were discoverable through an inspection or not. Buyer acknowledges that Seller, its agents and representatives negates and disclaims any representation, warranties, promises, covenants, agreements or guarantees, implied or express, in respect to the following:

9.1 The conformity of the property to any zoning, land use or building code requirements or compliance with any laws, rules or ordinances of state and local government; and

9.2 The closing of this sale shall constitute acknowledgement by the Buyer that they had the opportunity to retain an independent, qualified professional to inspect the Property and that condition of the Property is acceptable to the Buyer.

9.3 Buyer agrees that the Seller shall have no liability for any claims or losses the Buyer or assigns may incur as a result of defects that may now or hereafter exist on the property.

10. CONDITION OF PROPERTY. Buyer hereby accepts the Property in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, state, and federal laws, ordinances and regulations governing and regulating the use of the Property. Buyer acknowledges that neither the Department nor any agent of the Department has made any representation or warranty with respect to the condition of the Property or the suitability thereof for the conduct of Buyer, nor has UDOT agreed to undertake any modification, alteration or improvement to the Property. Buyer agrees to accept the Property in its presently existing conditions "as is," and that the Department shall not be obligated to make any improvements or modifications thereto. Buyer represents and acknowledges that it has made a sufficient investigation of the conditions of the Property existing immediately prior to the execution of the purchase agreement and is satisfied that the Property are fully fit physically and lawfully for Buyer's desired use.

11. ANTIQUITIES. It is understood and agreed that all treasure trove and all articles of antiquity in or upon the subject lands are and shall remain the property of the State of Utah. The Buyer shall report any discovery of a "site" or "specimen" to the Division of State History in compliance with the provisions of Sections 9-8-304, 305, 306 and 307, Utah Code Annotated (1953), as amended and take such action as may be required for the protection of said "site" or "specimen."

12. VENUE. In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue shall be the 5th Judicial District Court in and for Washington County.

13. AUTHORITY OF SIGNERS. If Buyer is a corporation, partnership, trust, limited liability Company, or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. This contract together with its addenda, and any attached exhibits, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

15. DISPUTE RESOLUTION. The parties agree that any dispute, arising prior to or after Closing, related to this Contract **MAY** (upon mutual agreement of the parties) first be submitted to mediation. If the parties agree to mediation, the dispute shall be submitted to mediation through a mediation provider mutually agreed upon by the parties. Each party agrees to bear its own costs of mediation.

16. ATTORNEY FEES AND COSTS. In the event of litigation or binding arbitration to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation.

17. DEFAULT. Both parties agree that the liquidated damages will be limited to 100% of the Earnest Money Deposit. Liquidated damages shall not include costs of suit for specific performance.

18. FAX TRANSMISSION. Facsimile transmission of a signed copy of this Contract, any addenda, or counteroffers shall be the same as an original.

19. RISK OF LOSS. All risk of loss or damage to the property shall be borne by the Seller until Closing.

20. BUYER ACKNOWLEGEMENTS:

20.1 Real property is transferred by a Quit Claim Deed not a Warranty Deed. Buyer has reviewed the map and the Quit Claim Deed for deed restrictions.

20.2 Buyer understands that State property is likely to have multiple offers. All property is sold contingent upon the previous owner's first right of refusal and final disposal approval from UDOT. **UDOT reserves the right to reject all offers.**

20.3 Property is not sold by tax id or sidwell number. State owned property is sold by project and parcel number referenced by the state road. Any reference to the county parcel number will be crossed out and State Road number will be inserted.

20.4 Buyer acknowledges and agrees that the Property is sold "as is". No other provisions, statements or disclosures regarding the condition shall be treated as a warranty of any kind.

21. CONTINGENCIES & DUE DILIGENCE

21.1 FINANCING & APPRAISAL. Buyer shall have until _____ to complete and remove these conditions.

21.2 DUE DILIGENCE PERIOD. Buyer shall have until _____ to complete any due diligence and/or any desired approvals.

21.3 EARNEST MONEY. Buyer shall have until _____ to cancel this contract for any reason including the contingencies listed above and be eligible to receive a refund of the Earnest Money Deposit.

22. REPRESENTATION. (Please print legibly) Buyer is represented by N/A (agent) _____ _____ (phone) in behalf of _____ _____(Broker) for_____ _____(Brokerage). This information is required in case the Seller has questions concerning the offer. If there is no agent, please put none or N/A.

23. OFFER TO PURCHASE AND TIME FOR ACCEPTANCE. Buyer's offer is based on the above terms and conditions. Seller shall have three weeks from offer presentation to accept or counter the offer.

BUYER'S SIGNATURE:

Date	*Name*	*Company / Position*

Buyer's Information: (Please print)

Name:			
Address:	147 N 870 W		
City / State / Zip	Hurricane, UT 84737		
Phone:	435-635-2811	*Email:*	

ACCEPTANCE, COUNTER OFFER OR REJECTION:

_____ **ACCEPTANCE**: Seller accepts this offer based on the terms and conditions specified above.

Seller Name	*Position*	*Date*

_____ **COUNTER OFFER:** Seller presents to the buyer Counter Offer # _____.

Seller Name	*Position*	*Date*

_____ **REJECTION:** Seller rejects this offer in total.

Seller Name	*Position*	*Date*

Seller's Information: (Please print)

Name:	Utah Dept of Transportation / Property Management Section		
Address:	4501 South 2700 West		
	Box 148420 / 4th Floor		
City / State / Zip	Salt Lake City, UT 84114		
Contacts:	Mike Timothy	801-633-9667	mtimothy@utah.gov
	Deryl Davis	385-222-6664	ddavis@utah.gov

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a Land Transfer and Development Agreement with Interstate Rock Products.

Discussion: This agenda item is related to the previous item. This agreement will complete the process described in the previous agenda item wherein the UDOT parcel will be integrated into the neighboring parcel to the south and 500 East will be developed through the property to 350 East. Hurricane City agrees to transfer the UDOT parcel to Interstate and Interstate agrees to dedicate and construct 500 East and traffic signal modifications to provide a complete functioning 4-way intersection and signal.

Findings:

Recommendation: Staff recommends execution of this agreement. – Arthur LeBaron

LAND TRANSFER AND DEVELOPMENT AGREEMENT

This LAND TRANSFER AND DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the ___ day of September 2025, by and between Interstate Rock Products, Inc., a Utah corporation (hereinafter "IRP") and City of Hurricane, Utah, a Utah municipal corporation (hereinafter "Hurricane") (collectively referred to herein as "Parties").

RECITALS

WHEREAS, IRP is the record owner of real property located in Hurricane, Utah more specifically identified by Tax Id. No. H-SMME-1-A (hereinafter "IRP Parcel").

WHEREAS, Hurricane desires 500 North Street to continue East through the IRP Parcel to 360 East Street (hereinafter "500 North Extension") for better access for the residents and businesses in the area.

WHEREAS, IRP is willing to construct and dedicate the 500 North Extension through the IRP Parcel provided Hurricane conveys an additional parcel to IRP as compensation for the improvements for the 500 North Extension.

WHEREAS, IRP and Hurricane have identified a replacement parcel located adjacent to the IRP Parcel specifically identified by Tx Id. No. H-SMME-18 (hereinafter "UDOT Parcel").

NOW, THEREFORE, in consideration of the covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IRP and Hurricane hereby agree as follows:

1. Transfer of UDOT Parcel. Hurricane is in the process of purchasing the UDOT Parcel from the Utah Department of Transportation. Within thirty (30) days following the closing on the purchase of the UDOT Parcel, Hurricane will transfer the UDOT Parcel to IRP.

2. Development of 500 North Extension. Hurricane desires to have 500 North Street continue through the IRP Parcel to 360 East Street. As part of this Agreement, IRP agrees to engineer and construct the 500 North Extension according to the policies and guidelines of the Utah Department of Transportation and the City of Hurricane.

3. Engineering and Construction of the 500 North Extension. The construction of the 500 North Extension by IRP shall commence within one (1) year from the date the UDOT Parcel is transferred to IRP and construction of the 500 North Extension shall be completed within two (2) years from the date the UDOT Parcel is transferred to IRP.

4. Dedication of 500 North Extension. The dedication of the 500 North Extension by IRP to Hurricane shall take place as soon as the necessary documents are prepared and recorded following completion of the construction of the 500 North Extension.

5. Cooperation by Hurricane. Hurricane agrees to cooperate with IRP to ensure the

engineering plans and drawings for the 500 North Extension are reviewed in a timely manner. Should approval and/or construction of the 500 North Extension be delayed as a result of delays by Hurricane, IRP's time for completion of the 500 North Extension shall be reasonably extended.

6. Failure to Purchase UDOT Parcel. If for any reason Hurricane is unable to acquire the UDOT Parcel with six (6) months of the execution of this Agreement by all Parties, this Agreement shall terminate and shall be void.

7. Miscellaneous Provisions

A. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. A facsimile signature shall also constitute an original signature of this Agreement.

B. Notices. All notices and communications required by or pertaining to this Agreement shall be sent to the parties at the following addresses:

To IRP at:

Interstate Rock Products
42 South 850 West
Hurricane, Utah 84737
Attn: Chase Stratton

To Hurricane at:

Hurricane City
147 N 870 W
Hurricane, UT 84737
Attn: City Manager

C. Authority to Execute Agreement. Each party hereto expressly warrants that it has the necessary authority to execute this Agreement on behalf of its governing board or board of directors that each signatory hereto has authority to execute this Agreement on behalf of the respective named party.

D. Entire Agreement. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include both genders, the term "person" shall include an individual, association, or combination thereof, and the term "Parties" shall include Interstate Rock Products, Inc., a Utah Corporation and City of Hurricane, Utah, a Utah Municipal Corporation and/or any assignee of such Parties. The word "including" shall mean including, without limitation. The section headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions of this Agreement. This Agreement

shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns. Time is of the essence. The provisions of this Agreement shall be construed both as covenants and conditions in the same manner as though the words importing such covenants and conditions were used in each separate provision hereof. The terms and conditions of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party. The Parties acknowledge that each of them has reviewed this Agreement and has had the opportunity to have it reviewed by their attorneys and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. This Agreement represents the entire agreement between the Parties related to the subject matter herein. All other agreements are merged into this Agreement, which cannot be modified except by the written consent of all parties.

E. **Severability**. If any provisions of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permitted by applicable law) any other provision of this Agreement, the application of any such provision under the circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

F. **Parties to Pay Own Costs**. The Parties hereto agree to bear their own legal fees and costs arising out of or related to the negotiation and documentation of this Agreement.

G. **Third-Party Beneficiaries**. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the Parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to Hurricane and IRP; (ii) the development of the IRP Parcel and Hurricane Parcel is a private development; (iii) Hurricane has no interest in or responsibilities for or duty to third parties concerning any improvements to the IRP Parcel and Hurricane Parcel; and (iv) IRP shall have the full power and exclusive control of the IRP Parcel and Hurricane Parcel subject to the obligations of IRP set forth in this Agreement.

H. The Parties agree to undertake such other acts and execute such other documents as may be reasonably necessary to affect the purpose and intent of this Agreement.

I. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

J. **No Waiver**. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder.

K. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of the police powers of Hurricane in enacting zoning, subdivision, development,

growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances, and regulations after the date of this Agreement. This Agreement is not intended to bind a future governing body of Hurricane to a specific legislative decision.

L. **Default by IRP**. In the event of a default by IRP in the performance of its obligations hereunder, Hurricane shall give written notice to IRP designating such default. IRP shall have a period of thirty (30) days following the effective date of said notice within which to correct, or in the case of a default which is of a nature that cannot reasonably be corrected within thirty (30) days to commence action to correct, the default of which IRP have received notice. In the event that IRP shall fail to correct such default within said thirty (30) day period and thereafter diligently to pursue the same to completion, Hurricane shall have the right: (a) if such default occurs prior to the completion of the obligations set forth herein, to terminate this Agreement and all rights, duties and obligations of the Parties hereunder by giving written notice thereof to IRP, or (b) by legal action to compel performance by IRP of its obligations hereunder and/or recover damages from IRP resulting from said default.

M. **Default by Hurricane**. In the event of a default by Hurricane in the performance of its obligations hereunder, IRP shall be entitled to the same remedies under the identical conditions as previously set forth in Paragraph 5(L).

N. If any action is brought because of any breach of or to enforce or interpret any of the provisions of this Agreement, the party prevailing in such action shall be entitled to recover from the other party reasonable attorney's fees and court costs incurred in connection with such action, the amount of which shall be fixed by the court and made a part of any judgment rendered.

IN WITNESS WHEREOF, Interstate Rock Products, Inc., a Utah corporation and City of Hurricane, Utah, a Utah municipal corporation have executed this Agreement as of the date and year first written above.

Interstate Rock Products, a Utah corporation

_____
By: Beau Stratton
Its: President

City of Hurricane, Utah. A Utah municipal corporation

_____
By:
Its:

NOTARIES ON FOLLOWING PAGE

STATE OF UTAH)
) :ss.
COUNTY OF WASHINGTON,)

On the ____ day of September 2025, Beau Stratton personally appeared before me and indicated that he is the President of Interstate Rock Products, Inc., a Utah corporation and that the above instrument was signed on behalf of said corporation by authority of its bylaws and acknowledged to me that said company executed the same.

_____
NOTARY PUBLIC

STATE OF UTAH)
) :ss.
COUNTY OF WASHINGTON)

On the ____ day of September 2025, _____ personally appeared before me and indicated that she/he is the _____ of City of Hurricane, Utah. a Utah municipal corporation and that the above instrument was signed on behalf of said corporation by authority of its governing documents and acknowledged to me that said corporation executed the same.

_____
NOTARY PUBLIC

This Land Transfer and Development Agreement was adopted and approved by the Hurricane City Council on the ___ day of _____ 2025.

Attest: _____
By: Cindy Beteag
Hurricane Recorder

[SEAL]

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a Land Transfer and Development Agreement with Interstate Rock Products.

Discussion: The City approved a zone change for the Kachina Ridge Property with certain conditions outlined in a development agreement. One of the conditions is that the developer improve access to the property from SR-59 with a separated grade interchange. This agreement is proposed by UDOT that outlines the responsibilities of the parties, namely, the developer, UDOT, and Hurricane City. The agreement obligates the developer to design, build, and dedicate property for the interchange and connecting access roads.

In signing the agreement, Hurricane City will be obligated to provide personnel to represent the City throughout the design and construction of the project to ensure the City's interests and needs are met. The developer's work is subject to the City's approval of a Traffic Impact Study, street and trail development plan, and any other approvals required by the City. The City will also be a party to an "Acceptance Agreement" that is consistent with current practices.

Public Works, Engineering, and the City Attorney have reviewed the agreement and recommend consideration and approval by the City Council. – Arthur LeBaron

Findings:

Recommendation:

DEVELOPER GRADE-SEPARATED INTERCHANGE

MEMORANDUM OF UNDERSTANDING

THIS DEVELOPER GRADE-SEPARATED INTERCHANGE MEMORANDUM OF UNDERSTANDING (the "**MOU**") is entered into as of October 1, 2025 (the "**Effective Date**"), between the Utah Department of Transportation, an agency of the State of Utah ("**UDOT**"); Hurricane City, a Utah municipal corporation (the "**Local Government**"); and HS Properties, LLC, a Nevada limited liability company (the "**Developer**") (individually, a "**Party**" or collectively, the "**Parties**").

RECITALS

A. UDOT has authority to plan, develop, construct, and maintain state transportation systems that are safe, reliable, and serve the needs of the traveling public, commerce, and industry pursuant to Utah Code Title 72.

B. UDOT owns or is acquiring, and maintains State Road 59, which is a limited access highway constructed on a right of way that UDOT owns or occupies and which is partially located within the jurisdictional boundaries of the Local Government (the "**Road**" or "**SR-59**").

C. The Developer desires to build an interchange on the Road in connection with a planned development at a location approved by UDOT and the Local Government in the vicinity of 650 East.

D. UDOT is willing to allow the Developer to construct the interchange at the Developer's sole cost and risk, which will require the Developer to construct a grade-separated intersection (including all ramps, bridges and features as described in Section II below) at an approved access point, in full compliance with all UDOT and Local Government requirements (the "**Interchange**").

E. The Developer understands that as further set forth in this MOU: the Developer's work for the Interchange must strictly comply with applicable requirements (including, but not limited to, federal regulations); that applicable requirements may change from time to time; that prior to receiving a construction encroachment permit, the Developer must transfer to UDOT clear title to any real property outside of the Road right of way lines shown generally on Exhibit A (attached hereto and incorporated herein) that is necessary for the Interchange (or the Developer must cause such a transfer); and that the Developer must transfer clear title to the Interchange to UDOT upon its acceptance by UDOT.

AGREEMENT

THEREFORE, in consideration of the foregoing recitals (which by this reference are hereby incorporated into this MOU), the following terms and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UDOT, the Local Government, and the Developer agree as follows:

I. **Purpose of MOU**. The Parties are entering this MOU to establish their general understanding of the Interchange and its basic design, construction and approval process without limiting how the

Interchange and such process may adjust over time. UDOT's and the Local Government's requirements may change from time to time notwithstanding anything in this MOU to the contrary.

II. **The Proposed Interchange**.

A. Interchange. The Interchange is generally described as follows: A structure spanning the Road sufficient to span the Road's two lanes and paved shoulders. All ramps, grades, and right-of-way will be spaced to allow for a future four-lane highway section to the north of the existing highway without requiring movement of ramps or the acquisition of additional right-of-way. The Interchange shall be constructed in accordance with the standards and procedures described in this MOU. The general location of the Interchange is depicted in Exhibit B (attached hereto and incorporated herein).

B. Truck Ramp. The Developer will relocate the existing runaway Truck Ramp, as depicted in Exhibit C (attached hereto and incorporated herein) to a suitable new location, to be agreed upon by the Parties at a future date.

C. Local Government Work. This Interchange project will also include the following work, which the Developer will perform for the Local Government (the "**Local Government Work**"): 1) a new access road to connect existing homes to the Road ("Homes Access Road"), as depicted in Exhibit D (attached hereto and incorporated herein), the specific location of which Homes Access Road to be agreed upon by the Parties at a future date; and 2) the work required to establish connections to the local roads system in a manner that provides immediate access to and from the Interchange in accordance with applicable standards, which include but are not limited to standards applicable to the Interchange, access spacing, the local system, and as reasonably required by the Local Government in accordance with the agreement referenced in Section V.E.2. The general location of the Local Government Work is depicted on Exhibit B.

III. **Costs**.

A. Developer's Costs. The Developer agrees that it will be responsible for all costs in connection with the Interchange, Truck Ramp, and Local Government Work, unless UDOT expressly agrees in this MOU to bear a specific cost. As further set forth herein the Developer's costs include, but its costs are not limited to, all of the following: construction; design; the Developer's management costs; the cost of land conveyed to UDOT and the Local Government hereunder; the cost of utility relocations; the cost of any approved special features such as landscaping that the Developer constructs for its own benefit; the cost of any liabilities associated with the Interchange, Truck Ramp, and Local Government Work that arise before UDOT or the Local Government accept transfer of the Interchange, Truck Ramp, and Local Government Work or that relate to corrective or warranty work (within the two-year warranty period); conditional access and encroachment permit fees; inspection fees; or any failure to adequately perform the work (as further provided in Section V.D.2 below); and all costs in connection with the Local Government Work.

B. UDOT's Costs. UDOT agrees to be responsible for the following costs: when the basis for a cost or claim arises after UDOT has accepted a transfer of the Interchange, expenses for the following: inspections, maintenance, repairs, reconstruction, operations, liabilities except as provided in Section V.D.2 below, and regulatory compliance for the Interchange.

IV. **Prevailing Conditions**. The Developer's work under this MOU must meet the following basic conditions at all times, which UDOT (for the Interchange and Truck Ramp) and the Local Government (for the Local Government Work) may modify from time to time (the "**Prevailing Conditions**"):

A. General Obligation. UDOT's work is regulated by federal and state requirements, and as a result, the Developer's work for the Interchange must meet the same requirements that UDOT would have to meet in order to be acceptable to UDOT and its regulators as a future part of UDOT's roads.

B. Government Project Managers. UDOT and the Local Government will each identify a Project Manager to represent their respective interests in their dealings with the Developer and with each other, and they may change those individuals from time to time. Other UDOT and Local Government staff members will also be available to address various aspects of the work.

C. Developer's Contracted Parties. The Developer must retain a designer, consultant engineer, contractor, and other parties as needed, and all of them must be approved by UDOT, in writing, in advance. UDOT will require the Developer to use designers, consultant engineers, and contractors who are listed on UDOT's preapproval or "pool" lists as identified by UDOT, and all firms must have a history of successfully completing similar work and otherwise be acceptable to UDOT. The Developer must retain a Project Manager to represent its interests under this MOU who is available at all times and has authority to make decisions for the Interchange and the Local Government Work. The Developer's procurement processes must comply with any applicable federal, state, or local laws.

D. Compliance with Laws, Requirements, and Plans. All work of the Developer must comply with all applicable federal, state and local laws, regulations, permits, plans, and other requirements which have the force and effect of law or which are required by UDOT or by the Local Government in connection with the work, including, but not limited to, all applicable requirements under Utah Code § 72-7-102, Utah Administrative Code §§ R930-6 and R930-7, and all requirements pertaining to the environment. Without limiting the foregoing requirements, the following shall apply:

1. Environmental Requirements. Environmental requirements may include, but are not limited to, all applicable state and federal environmental laws and related permits under the Clean Water Act, the Endangered Species Act, and Utah's cultural resource law under Utah Code § 9-8-404. Compliance with the Endangered Species Act requires coordination with the Washington County Habitat Conservation Plan Administrator to evaluate potential impacts to the desert tortoise and its habitat and the Utah Division of Wildlife resources. Clean Water Act compliance requires evaluation of natural water conveyance features, wetlands, or water bodies to determine federal and/or state permitting requirements. Compliance with Utah Code § 9-8-404 requires coordination with UDOT environmental staff, which will consult on behalf of the Developer with the State Historic Preservation Officer. In addition, coordination with UDOT's storm water coordinator will be required to ensure compliance with UPDES permit requirements.

2. UDOT Standards and Form Contracts. All work for the Interchange must be performed in compliance with UDOT's standards as if the Developer was UDOT. Among other things, the Developer agrees that it will cause its designers, consultant engineers, and contractors to be subject to the same obligations as those found in UDOT's form contracts for similar work, including, but not limited to, all provisions of UDOT's most current version of its Standard Specifications. In case of an irreconcilable conflict between this MOU and such standards and form contracts, this MOU shall govern.

3. Inspections. The Developer shall, at its sole cost, utilize third party inspectors from the UDOT qualified pool.

E. Consultation with UDOT and the Local Government. The Developer and its designers, consultant engineers, and contractors may consult with UDOT and with the Local Government at any time during the design and construction process. All such consultation is informational only and does not supersede the work or authority of the Developer's designers, consultant engineers, and contractors. The Developer is responsible to obtain and provide to UDOT responses and approvals from its designers, consultant engineers, and contractors, which must take into account any information provided by UDOT or the Local Government.

F. Safety. The Developer acknowledges that UDOT may take any actions necessary or desirable to address safety concerns, and that such actions do not supersede the Developer's responsibilities or relieve the Developer of its obligations.

G. UDOT's Discretion. This MOU is without risk to UDOT. Notwithstanding any provision of this MOU, UDOT retains the right, in its sole discretion, to determine whether to issue any permit, give any approval or acceptance, or condition any matter in connection with this MOU and the matters that it contemplates, including, but not limited to, whether to issue a construction encroachment permit that would allow construction to commence.

V. **General Steps**. At a minimum, the work process to construct the Interchange will require the following general steps, and all of the requirements associated with each step must be successfully completed before the Developer can proceed to the next step.

A. Step One: Preconstruction. By performing the work, at a minimum the following will apply to the Developer.

1. Preconstruction Access. UDOT will only provide preconstruction access to the Road if the Developer meets the following conditions: The Developer must obtain an encroachment permit allowing access from UDOT's Region Four permit office, and the permit may allow a single entry or multiple entries. The Developer must request this permit at least three weeks before it wants to enter on the Road right of way. The permit will contain additional requirements relevant to the access. To obtain the permit, the Developer must have insurance and a bond or letter of credit that: (a) addresses all work to be performed by the Developer; (b) covers the interests of those potentially affected; and (c) is in a form and dollar amount that is acceptable to UDOT. The Developer also must obtain any necessary access authorization in connection with any Local Government Work.

2. UDOT Design and Other Reviews. The Developer must accommodate plan and other reviews as requested by UDOT. Reviews will include, but are not limited to, a pre-MOU meeting, initial kickoff meetings as required by UDOT, and all reviews required according to the UDOT Structures Design and Detailing Manual ("**SDDM**"), and Roadway Design Manual ("**RDM**"). All reviews will be done in accordance with UDOT standard review times as detailed in the SDDM and RDM.

3. UDOT Traffic Review. UDOT will review and approve all Maintenance of Traffic ("**MOT**") and construction plans before the Developer can advertise the Interchange project or obtain performance and payment bonds for the construction. The MOT must include a Special Provision as set forth in Exhibit E.

4. UDOT Submission Standards. The Developer's consultant engineer must provide all required project documents in electronic form, and as directed by UDOT must upload them to UDOT's ProjectWise system for review. All documents transmitted to UDOT shall be the property of UDOT. All aspects of the design and construction shall conform to all UDOT standard drawings and specifications and current supplemental specifications and policies, including but not limited to the following:

    - SDDM
    - RDM
    - Structures Type Selection Report
    - UDOT Quality Control / Quality Assurance Procedures ("**QC/QA**")
    - UDOT Geotechnical Manual of Instruction ("**GMOI**")
    - UDOT Bridge Management Manual ("**BMM**")
    - UDOT Drainage Manual of Instruction
    - AASHTO LRFD Bridge Design Specifications
    - AASHTO LFRD Bridge Construction Specifications
    - Any other standards applicable to the Road, including, but not limited to, the UDOT Design Standards and Long Range Plan Needs.

5. Project Design Criteria Document. The Developer will be required to submit a UDOT Project Design Criteria Document ("**PDC**"). Any design elements in the PDC not meeting UDOT standards must be approved in writing by UDOT on a Design Exception and/or Deviation from Standards form.

6. Submissions to Local Government. The Developer will submit plans to the Local Government for the Local Government Work in a manner that allows for a timely review and assures that the project work complies with the transportation and land use master plans of the Local Government. The Local Government Work will also be subject to the Local Government's approval of a traffic impact study, street and trail development plan, and any other approvals required by the Local Government.

7. Developer's Specialty Design Elements. UDOT will allow the Developer to incorporate specialty landscaping and aesthetic elements that complement the theme of the Developer's project into the Interchange design as long as they meet all applicable UDOT design and safety criteria, and subject to entering a suitable agreement that provides for

their long-term maintenance by the Developer (or a designee or successor of the Developer that is acceptable to UDOT). These elements may include items such as colored or stamped concrete, aesthetic form liners, lighting, plantings, fences, railings, signing, barriers, etc. Landscape and aesthetic design elements must be approved by the UDOT Landscape/Aesthetics Committee prior to advertisement.

8. Interchange Land. The Developer is responsible to transfer to UDOT good title to any real property outside of the UDOT right of way lines shown generally on Exhibit A that is necessary for the Interchange to operate in compliance with applicable standards. Such transfer must occur as further provided herein before UDOT will issue a construction encroachment permit. The Developer must hire a consultant from the UDOT right of way or engineering "pools" to produce the required documents needed to transfer title in a manner acceptable to UDOT. The Developer will not construct any improvements in UDOT's right of way except as expressly authorized by UDOT, and UDOT's right of way must be maintained exclusively for UDOT transportation purposes. The Developer must also transfer any real property as required by the Local Government for the Local Government Work.

9. Utilities. The Developer is responsible to identify, relocate, and protect all utilities affected by the Interchange and the Local Government Work in the same manner that would be required of UDOT. "Utilities" are defined in state law, and under Utah Code § 72-6-116 if relocation of utilities is required as part of a highway project, the cost of relocation must be reimbursed to the utility company as provided in that code section. The Developer must work with any impacted utility company and enter a signed agreement with the utility company in a manner acceptable to UDOT that details the estimated cost of work and reimbursement requirements. The Developer may hire a consultant from the UDOT right of way "pool" to produce the required documents needed to relocate utilities in a manner acceptable to UDOT.

10. Submission. To request permission to begin Step Two, the Developer must submit to UDOT's Project Manager, all approved plans, specifications, and other information as directed by UDOT's Project Manager. If requested by the Local Government, the Developer must also provide requested information to the Local Government.

B. Step Two: Preparing to Request a Construction Encroachment Permit. By requesting permission to construct, at a minimum the following will apply to the Developer.

1. Timing. The Developer must notify the UDOT Project Manager a minimum of three months before the Developer desires to obtain a construction encroachment permit in order to discuss the status of the Developer's work and the Developer's compliance with all Step One requirements. The Developer should be prepared to demonstrate its compliance with the matters stated in Sections V.A and V.B of this MOU during that discussion.

2. Submissions. Before the Developer can obtain a construction encroachment permit, it must submit all required construction documentation in a form acceptable to UDOT and acceptable to the Local Government. All documents submitted to UDOT shall be the property of UDOT. That documentation will include, but is not limited to, the following:

a. UDOT's final approval for all construction documents (including, but not limited to, all approved stamped construction drawings).

b. Submission of payment and performance bonds (or letters of credit) that are adequate to cover construction work, and are in a form and dollar amount acceptable to UDOT.

c. Submission of proof of adequate insurance as required by UDOT that names UDOT and the Local Government as additional insureds.

d. Evidence of temporary access rights (such as a temporary construction easement) on any real property that is necessary to perform the construction work if the property lies outside of the right of way area shown generally on Exhibit A and outside of the land transferred to UDOT pursuant to Section V.B.3 below. The UDOT Project Manager must approve any proposed uses of property owned or controlled by UDOT.

e. Signed agreements with utility companies whose facilities must be relocated that include detail estimated costs, work descriptions, and reimbursement requirements.

f. Copies of the Developer's contracts with its designers, consultant engineers, contractors, and others performing the work.

g. Copies of all applicable permits and approvals relevant to the Interchange and to the Developer's ability to implement the development, including, but not limited to, any construction permits from the Local Government relating to the work and any documentation required by a regulatory agency that verifies all environmental obligations have been properly completed or addressed.

h. An amendment to this MOU that incorporates into this MOU as exhibits all approved, stamped construction drawings, and any other conditions required by UDOT including, but not limited to, the Developer's general release of any and all present and future claims against UDOT and the Local Government in connection with this MOU and the matters that it contemplates.

3. Title to Interchange Land, Truck Ramp, and Improvements. Before UDOT issues a construction encroachment permit, the Developer must transfer or cause a transfer to UDOT of title to all real property located outside of UDOT's right of way lines for the Road (as shown generally on Exhibit A) that is necessary to operate the Interchange and Truck Ramp in compliance with applicable standards, and must make any other real property interest transfers as provided under Section V.E. The Developer's transfer agreement must convey clear title by warranty deed subject only to encumbrances of record, and documents otherwise must be in a form acceptable to UDOT. The Developer must also agree to transfer title to the Interchange improvements to UDOT upon UDOT's final acceptance of them. All transfers will be made without charge to UDOT (this MOU provides sufficient consideration for the transfers).

4. Title to Homes Access Road. Before UDOT issues a construction encroachment permit, the Developer must transfer or cause a transfer to the Local Government of title to all real property for the Homes Access Road (as shown generally in Exhibit C) that is necessary to

construct and maintain the Homes Access Road in compliance with applicable standards. The Developer's transfer agreement must convey clear title by warranty deed subject only to encumbrances of record, and documents otherwise must be in a form acceptable to the Local Government. The Developer must also agree to transfer title to the Homes Access Road improvements to the Local Government upon the Local Government's final acceptance of them. All transfers will be made without charge to the local Government (this MOU provides sufficient consideration for the transfers).

5. Project Specific Work. Before construction begins, the Developer must take any additional actions that are specified in Section V.E below which provide that they are to be completed before construction.

6. Submission. To request a construction encroachment permit, the Developer must submit to UDOT's Project Manager all approved plans, specifications, and other information as directed by UDOT's Project Manager (including but not limited to the matters described in Sections V.A and V.B of this MOU). If requested by the Local Government, the Developer also must provide requested information to the Local Government. UDOT's construction encroachment permit, if issued, will contain additional terms and conditions.

C. Step Three: Construction. By performing the work, at a minimum the following will apply to the Developer.

1. Developer's Work. The Developer is responsible to properly perform all construction work for the Interchange in accordance with all applicable laws and UDOT standards and requirements. Among other things, the Developer is responsible for all quality control and quality assurance testing and documentation, and for obtaining a certification that is acceptable to UDOT that all work has been completed in accordance with applicable standards and specifications. The Developer will be required to provide an approved Construction Engineer Management ("**CEM**") and provide all required documents in electronic form uploaded to UDOT's Masterworks and ProjectWise systems for approval prior to UDOT's final acceptance. All documents submitted to UDOT shall be the property of UDOT. UDOT reserves the right to perform independent assurance testing and inspections and take any other actions as UDOT deems necessary to verify project compliance to UDOT's standards before final acceptance of the project. UDOT must review all project documents and conduct all verification and approvals, as UDOT may determine, before UDOT will provide final acceptance.

2. Developer's Maintenance. Until UDOT's final acceptance of the Interchange and Truck Ramp, and the Local Government's final acceptance of the Local Government Work, the Developer is responsible to maintain vehicle and pedestrian access in the vicinity of the Interchange in a manner acceptable to UDOT for the Road, and acceptable to the Local Government for other roadways. The Developer will also be responsible for maintenance of all specialty landscaping and aesthetic features included in the project that are installed within any UDOT right of way. The Developer (or its approved successors or assigns) will have final responsibility for specialty landscaping and aesthetic features and for other improvements as specified in Section V.E, and UDOT will require a separate maintenance agreement for them.

3. Traffic. The Developer shall comply at all times with the UDOT-approved MOT plan. If the Developer fails, at any time, to comply with the MOT, then the Developer shall be responsible for all costs UDOT incurs in remedying any impacts from the Developer's failure to comply with the MOT, including but not limited to UDOT staff time.

4. Interaction with UDOT. The Developer must meet all UDOT requirements and accommodate UDOT's coordination and review efforts. In UDOT's sole discretion, UDOT may require the work to meet certain milestones, may implement a review program, and may take other measures as UDOT may determine to review the work and verify compliance during construction.

5. Preparing for Final Acceptance. Before final acceptance, the Developer must complete all of the work for the Interchange, Truck Ramp and Local Government Work, which includes, but is not limited to, all of the matters stated in this MOU. The Developer also must provide to UDOT all documents requested by UDOT (and they shall become the property of UDOT) and respond to other requests by UDOT (or by the Local Government for the Local Government Work). Requirements will include, but not be limited to, a final inspection that must be performed by UDOT's structural division before the Interchange can be opened to traffic.

D. Step Four: Acceptance Agreement.

1. Timing. The Developer must notify the UDOT Project Manager at least three months in advance of the time when it anticipates seeking UDOT's final acceptance of the Interchange so the Project Manager can prepare to review the work and the Developer's compliance with all of the steps in this MOU. All work must be successfully completed to UDOT's satisfaction before UDOT will provide final acceptance. Successful completion includes but is not limited to all work necessary to fully close out the Interchange project and perform this MOU, including but not limited to releases in favor of UDOT and the Local Government from the Developer and its designers, consultant engineers, contractors, subcontractors and other members of the project team.

2. Acceptance Agreement. If the Developer successfully completes all work for the Interchange as determined by UDOT, the Parties will conclude the work by entering into an Acceptance Agreement. The Acceptance Agreement may include, among other things: (a) UDOT's final acceptance of the work; (b) the Developer's transfer of title to all improvements for the Interchange and Truck Ramp; (c) the Developer's transfer of title to the Local Government for the Homes Access Road; (d) an assignment (and any other commitments that UDOT requires) to assure proper corrective or warranty work (but the Developer shall remain liable to provide the same), and to assure that in general (whether or not related to corrective or warranty work), UDOT has authority to pursue remedies on the Developer's behalf in the event that the Developer breaches any of its obligations under this MOU or other contracts; (e) an agreement that UDOT may request further documentation or other cooperation from the Developer, or may audit the Developer's work as may be required by federal or state law; and (f) an amendment that incorporates into this MOU all as-built drawings and any required maintenance agreements. The Acceptance Agreement may also provide that UDOT will thereafter assume sole responsibility for the operation, maintenance, repair, inspection, reconstruction, and regulatory compliance of the Interchange and Truck Ramo. Notwithstanding anything herein

to the contrary, the Developer will remain solely liable for all errors and defects in the work, breaches of this MOU and other contracts concerning the work, matters that might be subject to a remedy under the Developer's contracts (irrespective of when the matter arises), and all expense where the basis for a cost or claim arises prior to the Acceptance Agreement's effective date (including but not limited to matters involving the work's planning, design, construction, utility relocation, and real property acquisition).

3. Local Government's Role. The Local Government must be a party to the Acceptance Agreement. In connection with that agreement, the Local Government must agree to: (a) accept maintenance responsibilities for the Interchange that are consistent with the responsibilities stated under Utah Administrative Code R918-6; (b) accept maintenance of the Homes Access Road and other local roads; and (c) any special conditions required by UDOT in connection with the Local Government Work.

E. Project-Specific Requirements. The following requirements are specific to the Developer and the Interchange:

1. [Intentionally Omitted.]

2. Local Government Agreement. The Developer agrees that it will provide to UDOT a copy of its agreement with the Local Government concerning the Local Government Work, which must include, among other things, the costs to be borne by each party and an explanation of any real property transfers. The Developer hereby agrees that it will faithfully perform its agreement with the Local Government.

VI. **Miscellaneous Terms**.

A. Termination or Expiration of MOU.

1. This MOU expires without further action three (3) years from its Effective Date if the Developer has not commenced construction by that time.

2. The Parties may terminate this MOU as follows:

a. The Developer may terminate this MOU at any time for any reason before the Developer begins construction. The Developer will give UDOT and the Local Government thirty (30) days prior written notice.

b. After construction begins, UDOT may terminate this MOU by giving ninety (90) days prior written notice to the Developer if any of the following occur and are not remedied within such ninety (90) day cure period: (i) UDOT determines that the Developer is in breach of this MOU or of a permit requirement; (ii) the Developer abandons the work for a period of three (3) consecutive months; (iii) the Developer fails to obtain a construction encroachment permit from UDOT; or (iv) the Developer fails to obtain UDOT's final acceptance of the work in the manner provided in this MOU.

3. If UDOT terminates this MOU, the Developer agrees that UDOT may exercise any or all of the following remedies in UDOT's sole discretion without waiving any right to pursue

damages: (a) UDOT may take over and complete the work or cause it to be completed, whether through the Developer's project team or otherwise; (b) UDOT may use any or all of the proceeds from the Developer's bonds (or letters of credit) to remedy any breach under this MOU by presenting a statement that the Developer's breach was not cured within ninety days (and remedies may include, among other things, using such proceeds to complete the work, correct problems, pay claims, and take other remedial or curative actions); (c) UDOT may accept and thereby acquire title to all or any portion of the work, or may reject all or any portion of the work and require the Developer to remove such rejected improvements; (d) UDOT may pursue any actions against the Developer and others to resolve any claims and damages arising in connection with the work; and (e) UDOT's remedies are cumulative, and this provision does not limit any other remedies that UDOT may have.

B. Indemnification. To the fullest extent permitted by law, the Developer agrees to indemnify, defend, and hold harmless UDOT and the Local Government, and their officers, employees, agents, consultants, contractors, and affiliates, from and against any and all actions (whether administrative or at law or equity or otherwise), proceedings, claims, demands, damages, fines, losses of every kind and character, liens, costs, environmental claims, mitigation costs, judgments, settlements, liabilities, and expenses, including attorneys' fees, that in any way arise from or are related to: the Interchange work; this MOU (or a permit or other document related to the Interchange work); any use, occupation or operations at the real property related to the Interchange work by the Developer or its officers, employees, agents, consultants, contractors, affiliates, or assigns (collectively "Developer's Associates"); or any wrongful, reckless, or negligent act or omission of the Developer or Developer's Associates. This indemnity obligation includes, but is not limited to, matters related to work completed during the construction and prior to project acceptance; latent defects in the project work that are identified within two years of the project acceptance date; and claims arising out of any utility relocation. This indemnity obligation also includes, but is not limited to, the following: the Developer agrees that if it is not able to transfer or cause the transfer of real property to UDOT as required by Section V.B.3 above, then the Developer shall be liable for all of UDOT's costs and expenses (including, but not limited to, charges by UDOT's consultants and contractors) that UDOT incurred in connection with supporting this MOU, such as UDOT's planning, analyzing, and engineering work for the Interchange. This indemnity obligation does not require the Developer to indemnify UDOT against UDOT's sole negligence or the Local Government against the Local Government's sole negligence. The Developer shall use attorneys, experts, and professionals that are reasonably acceptable to UDOT in carrying out this obligation. The obligations of this paragraph shall survive the expiration or other termination of this MOU, and these duties shall apply whether or not the allegations made are found to be true.

C. Amendments and Waivers. The provisions of this MOU may not be waived or amended in any way (whether by partial performance or otherwise) without a written document signed by an authorized individual representing each of the respective Parties.

D. Assignment. This MOU is binding upon and inures to the benefit of the Parties, and no Party shall assign or transfer any rights or delegate any duties hereunder without the prior written consent of all Parties. Provided, however, the prohibitions of this Paragraph VI.D. shall not apply to a transfer or an assignment of this MOU in connection with the sale of substantially all of the Developer's assets if: (a) such sale of assets occurs on an arms'-length basis, to an unrelated

third party, and is for a bona fide business purpose and not primarily to transfer the Developer's interest in this MOU; and (b) upon the consummation of the transfer or assignment, the transferee or assignee: (i) has a tangible net worth and creditworthiness at least equal to the tangible net worth and creditworthiness of the Developer; (ii) is capable of satisfying the Developer's obligations hereunder, in the reasonable determination of UDOT, as to both (i) and (ii); and (iii) to the extent still in effect, assumes in writing all of the Developer's obligations under the MOU as a condition precedent to the effectiveness of the assignment. Within ten (10) days following such sale described above, the successor Developer shall notify UDOT of such sale and provide a new bond to UDOT, consistent with Paragraphs V.A.1. and V.B.2.b.

E. Disputes. Each Party agrees that as a condition precedent to filing any legal action against another Party in connection with this MOU or the matters that it contemplates, it shall first advise the other Parties of the dispute, and the Parties shall then meet within sixty (60) days to discuss the dispute in good faith in an effort to resolve it.

F. Further Assurances. Each Party agrees to work cooperatively and take any further actions that may be necessary, including executing additional documents, to provide for compliance with applicable legal requirements and to give effect to the intent of this MOU.

G. Governing Law, Jurisdiction and Venue. This MOU shall be governed by and enforced in accordance with the laws of the State of Utah (excluding conflict of law provisions). The Parties agree that any action in connection herewith shall be filed in the Third District Court of the State of Utah. EACH PARTY HEREBY INTENTIONALLY AND KNOWINGLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING HERETO.

H. Notices. Each Party has the following notice address for this MOU, and notices sent hereunder are effective the next day when sent by overnight carrier or hand delivered, or four calendar days after they are postmarked if sent by the U.S. mail:

UDOT:

Region Director, Region 4
Utah Department of Transportation
210 West 800 South
Richfield, UT 84701

With a copy to:

Assistant Attorney General
Counsel to Utah Department of Transportation
4501 South 2700 West
Taylorsville, UT 84129

Local Government: Hurricane City
147 N 870 W
Hurricane, UT 84737

Developer: HS Properties, LLC
239 Kimette Lane
St. George, UT 84790

I. Generally. This MOU does not create any partnership, joint venture, or agency relationship between the Parties, or confer any right, benefit or remedy on a person or entity that is not a Party hereto. Time is of the essence of this MOU. This MOU shall supersede any other understanding or agreement of the Parties concerning the subject matter hereof. This MOU shall not be presumed to require interpreting it against the drafter. If any provision of this MOU is determined to be unenforceable, such provision shall be severed and the remaining provisions shall continue to apply to give effect to the intent of the Parties. The Developer understands that documents submitted to UDOT and to the Local Government may be subject to public disclosure pursuant to state law. This MOU may be executed in counterparts, and all such counterparts together constitute an original. A signed copy delivered by email or facsimile shall be the same as delivery of an original. The headings used in this MOU do not alter the meaning of its text.

J. Execution. Each Party signing this MOU below represents and warrants that the individual(s) signing for such Party are all of the individuals who are authorized and necessary to execute this MOU and bind such Party hereto.

IN WITNESS WHEREOF, each Party hereby executes this MOU as of the Effective Date.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

DEVELOPER:
HS Properties, LLC, a Nevada limited liability company

By _____
Name: Kent Stephens
Title: Manager

UDOT:
Utah Department of Transportation, an agency of the State of Utah

By _____
Name: Kirk Thornock
Title: UDOT Region 4 Director

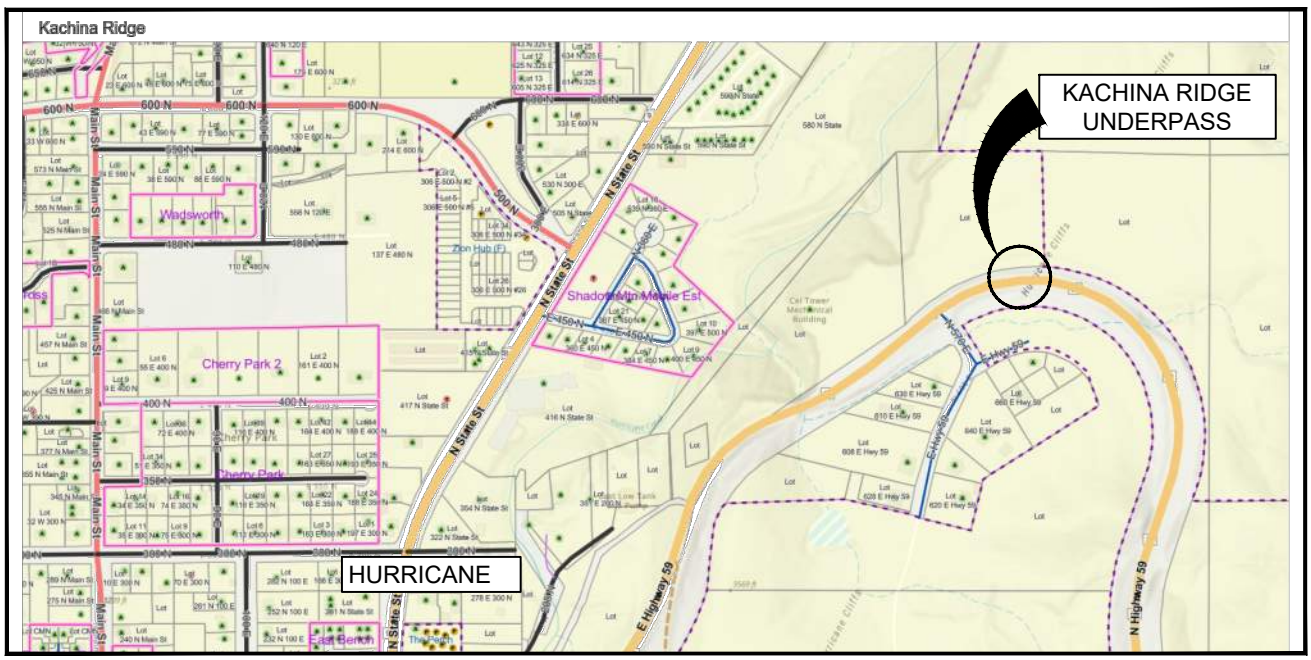
By _____
Name: Cody Marchant
Title: UDOT Region 4 Traffic and Safety Engineer

LOCAL GOVERNMENT:
Hurricane City, a Utah Municipal Corporation

By _____
Name: Nanette Billings
Title: Hurricane City Mayor

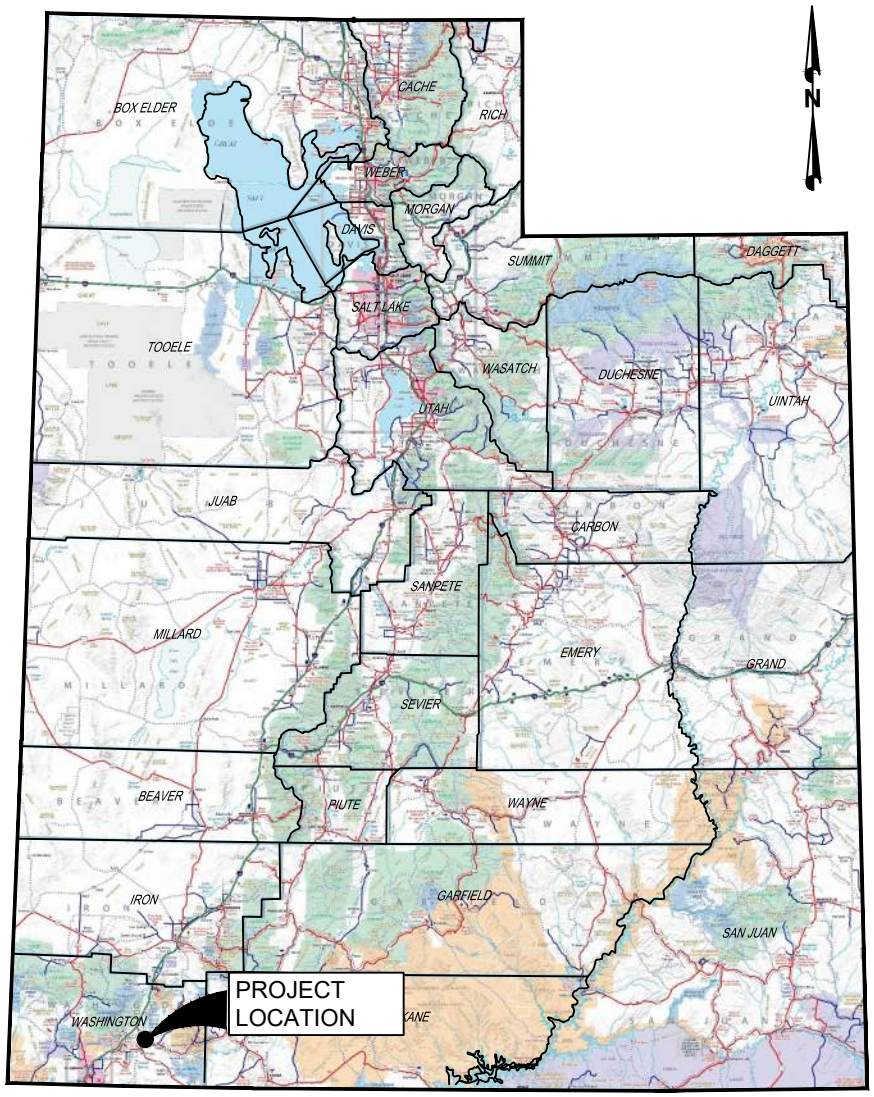
EXHIBIT A

VICINITY AND AREA MAP



PROJECT VICINITY MAP

NOT TO SCALE



UTAH - PROJECT AREA MAP

NOT TO SCALE

EXHIBIT B

PROJECT EXTENTS AND UDOT ROW

ADDITIONAL
RIGHT-OF-WAY

POSSIBLE FUTURE
WIDENED
STRUCTURE

EXISTING SR-59
RIGHT-OF-WAY

NW ON-RAMP

HYW SR-59

FUTURE HIGHWAY
WIDENING

EXISTING SR-59
PAVEMENT

NE OFF-RAMP

SW OFF-RAMP

SE ON-RAMP

LOCAL ACCESS ROAD

100 E

ADDITIONAL
RIGHT-OF-WAY

PROPOSED
TRUCK
RAMP
ADJUSTMENT

EXISTING SR-59
RIGHT-OF-WAY

EXISTING
TRUCK
RAMP

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N

REVISIONS

NO.	DATE	APPROVED BY	REMARKS

UTAH DEPARTMENT OF TRANSPORTATION
REGION 4

DRAWN BY SJT
QC CHECKED BY CLR
DATE 6/24/25

APPROVED:

PROFESSIONAL ENGINEER

KACHINA RIDGE
INTERCHANGE

PIN

PROJECT

PROJECT NO. 14-24-0164

EXHIBIT B

WASHINGTON
COUNTY

SHEET NO: PAGE 1

FORSGREN Associates Inc.
95 WEST 100 SOUTH, STE. 115, LOGAN, UT 84321
PH: 435.227.0333 FAX: 435.227.0334

GEOMETRY
DESIGN SET
NOT FOR
CONSTRUCTION