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

October 16, 2025
4:00 PM
City Council Chambers 147 N 870 W, Hurricane

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

4:00 p.m. Work Meeting

1. Reports from the Utah League conference
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 Regular City Council Meeting for September 29, 2025

Presentation from Small Business Development Center - Jackie Hobson

Presentation on schematic design and elevation profiles for the City Hall and Police Station

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 **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.
2. 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
3. Consideration and possible approval of a **walking path through the City property** for Valley Academy students - Bryan Hall

NEW BUSINESS

1. Consideration and possible approval of a **Proclamation designating October 23-31 as Red Ribbon Week** - The Elks National Drug Awareness Program
2. Consideration and possible approval of a **proclamation joining Washington County Youth Coalition (WCYC) in a 2025-2026 Alcohol-Free School Year** for Youth
3. Consideration and possible approval of a **Memorandum of Understanding (MOU) for a continued partnership** regarding the Stars and Stripes 4th of July Firework Show - RedRock Media
4. Public Hearing to take comments on the following:
    a. Adoption of a Joint Agency Regional Water Conservation Plan
5. Consideration and possible approval of **Resolution 2025-20 adopting the 2025 Joint Agency Water Conservation Plan**
6. Consideration and possible approval of a **contract with Avenue Consultants for design services** for the Sand Hollow State Park Second Access project
7. Consideration and possible approval of a **contract with J-U-B Engineers for design services** for the 100 South project
8. Consideration and possible approval of a **contract with Sunrise Engineering for design services** for the Pah Tempe Virgin River Canyon Trail Feasibility Study project
9. Consideration and possible approval of a **contract with Sunrise Engineering for design services** for the 650 South project
10. Consideration and possible approval of a **contract with Rosenberg Associates for design services** for the 1400 West project
11. Consideration and possible approval of a **Cooperative Agreement with UDO**T for funding on Purgatory Road
12. Consideration and possible approval of a **Cooperative Agreement with UDOT** for the Sand Hollow Interchange Drainage Improvements
13. Consideration and possible **decision and direction to staff regarding an economic development** general plan update, associated incentives, and consultation services - Mayor Billings
14. Consideration and possible approval of **Resolution 2025-38 Authorizing the Fremont Solar PPA Project**

15. Consideration and possible approval of **Zone Change Amendment Ordinance No. ZC25-18,** a proposed zone change request, located at 505 S Sand Hollow Rd., from PC planned commercial to GC general commercial; Scott Nielson, Applicant
16. Consideration and possible approval of **Zone Change Amendment Ordinance No. ZC25-19,** a proposed zone change request, located at approximately 650 S Mountain View Dr., from RA-1 (residential agriculture one unit per acre) to R1-10 (residential one unit per 10,000 square feet); Andrew Kay, Applicant; Brandee Walker, Agent
17. Consideration and possible approval of a **Preliminary Plat for Sand Hollow Mesa Neighborhood Six**, a 579 lot subdivision located at 3800 S 2200 W. Toquerville Enterprises, Applicant. Karl Rasmussen, Agent
18. Consideration and possible approval of **Ordinance 2025-20 to amend Title 10 Chapters 3, 12-17, 26, 34, 49, and 51** regarding transient lodging facilities. Land Use Code Amendment LUCA25-10. Hurricane City, Applicant
19. Consideration and possible approval of **Ordinance 2025-21 to amend Title 10 Chapter 39** regarding bonding for off-site improvements. Land Use Code Amendment LUCA25-11. Hurricane City, Applicant
20. Mayor, Council, and staff reports
21. 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 October 15, 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 October 16, 2025

4:00 p.m. Work Meeting

1. Reports from the Utah League conference.

5:00 p.m. Pre-Meeting

6:00 p.m. Call to Order

Minutes of the Regular City Council Meeting September 29, 2025.
Presentation from Small Business Development Center.
Presentation on schematic design and elevation profiles for the City Hall and Police Station.

Old Business

1. This item was continued at the September 29, 2025, City Council meeting to allow staff and the JUC time to review a 10-unit site-layout proposal submitted by the applicant consisting of 2 duplexes and 2 tri-plexes. Ten units is below the maximum density that would be allowed on the 1.22-acre property if the requested RM-2 zone is approved. The applicant's original request was for a zone change from Single Family Residential R1-10 to Multiple Family RM-3. Once the proposed site layout is reviewed by the JUC, a development agreement will need to be entered into with the property owner to restrict future development to the proposed site layout and density. – Gary Cupp

2. Staff requests that this time be continued to allow more time to incorporate the City Council's direction received at the last meeting. At the September 29, 2025 meeting, the City Council voiced concerns about allowing ADUs and other accessory buildings in front yards, and continued the item for staff to revise the ordinance update to no longer include such provisions. Staff was directed to only proceed with the various clean-ups and clarifications relating to the definitions of yards and setbacks in the land use code. Staff is still working on the revisions as directed. These clarifications will also include updates to the code definitions for “dwelling units” and ADUs that will address code conflicts that have been encountered with the use of casitas and guesthouses. Lastly, the use tables will need to be updated to reflect the proposed code changes. Staff requests another continuance to allow more time to incorporate the City Council's direction into the ordinance update. – Gary Cupp

3. The City Council discussed this item on September 4, 2025. During the meeting, they discussed the possibility of extending 325 North prior to approving trail access. The Council requested that the applicant meet with the school to gather its input before any decisions are made. – Cindy Beteag

New Business

1. Each year, the Benevolent and Protective Order of Elks requests the Council's support for the Red Ribbon Week Proclamation, recognizing October 23–31 as a time to promote drug-free lifestyles. The proclamation highlights the Elks' National Drug Awareness Program—the largest all-volunteer drug education initiative in the country—and encourages community-wide efforts to prevent drug abuse and support youth and families in living healthy, drug-free lives. – Cindy Beteag

2. Each year, the Washington County Youth Coalition invites city councils throughout the county to approve a proclamation promoting an alcohol-free school year. The proclamation encourages families, schools, and communities to set clear expectations against underage drinking and to recognize and celebrate the many youth who choose to remain alcohol- and drug-free. – Cindy Beteag

3. On August 21, Red Rock Media presented an overview of the past two years' fireworks displays and expressed interest in extending the existing MOU for an additional three years. Because the item was listed as a presentation only, they requested to return for formal Council action. Since the event takes place in the State Park, staff contacted park officials to see if they wished to be included in the MOU. The State Park responded that they are comfortable with the current MOU but would prefer to establish a separate agreement with Hurricane City. – Cindy Beteag

4. Public Hearing to take comments on the Adoption of a Joint Agency Regional Water Conservation Plan.

5. Every five years the Hurricane City water department is required by the Utah Division of Drinking Water to update the city's water conservation plan. The WCWCD offered to update this plan as a group. The Division of Drinking Water is ok if we update all the regional cities' conservation plans as a group. We presented this regional water conservation plan to the Hurricane City water board for recommendation for adoption. All members in attendance voted to recommend the city council adopt the WCWCD regional water conservation plan. – Ken Richins

6. Hurricane City has selected Avenue Consultants and their subconsultant team to design the Sand Hollow State Park Second Access project. Avenue has prepared a project scope with associated cost proposal. The design fee has been negotiated to fit within the parameters of the original concept estimate. The design fee has been negotiated to fit within the parameters of the original concept estimate. The proposed design fee amount is $607,192.92. The concept estimated design cost is $650,000. Staff recommends approval. – Arthur LeBaron

7. Hurricane City selected J-U-B Engineers to design the 100 South project. JUB has submitted a scope of work and cost proposal to the City for consideration. The Engineering Department has reviewed the scope of work and design fee and has successfully negotiated an acceptable fee that fits within the project budget. The total cost is proposed at $209,700. Staff recommends approval of the design proposal and associated contract. – Arthur LeBaron

8. Hurricane City has been working with LaVerkin City, Washington County, and Washington County Water Conservancy District to conceptualize a trail along the Virgin River that extends upriver from Confluence Park to the area of the historic diversions for the Hurricane and LaVerkin canals, and then up to the proposed Zion Corridor Trail that parallels SR-9. The Engineering Dept. applied for a planning grant from the Utah Outdoor Recreation program and was awarded funds to conduct a feasibility study for this trail, which is being call the "Pah Tempe Virgin River Canyon Trail". The funding does not require any matching funds, but does require project management effort on the part of project proponents. The total project funding is $80,000. Once the feasibility study is completed we will apply for additional funding for NEPA compliance, which will likely be an Environmental Assessment, and then we will be a strong position to apply for grants for construction funds. Here is a link to the concept alignment: https://hurricaneut.maps.arcgis.com/apps/instant/basic/index.html?appid=68bc6637c1ae4d418e7c420da09533f1 Sunrise Engineering submitted a cost proposal that fits within the $80,000 budget to complete the feasibility study. Staff recommends approval of the design contract. – Arthur LeBaron

9. Hurricane City has selected Sunrise Engineering to design the 650 South project. Sunrise has since drafted a scope of work and associated cost proposal. The scope of this project is extensive and includes roadway reconstruction and widening from 700 West to 1530 West. Right-of-Way acquisition will be a large part of this project, together with retaining walls and landscape mitigation. The fee proposal is within the budget parameters for this project. The amount is $420,700. Staff recommends approval of the design contract. – Arthur LeBaron

10. Hurricane City has selected Rosenberg Associates to design the improvements for the 1400 West project. Rosenberg has submitted a scope and associated fee proposal for the project that fits within the project budget. Originally the project was scoped to include 1400 West from 150 South to 400 South, together with the south side of 150 South from 1515 West to 1400 West. Staff requested that the scope of the project be expanded to include the portion of 1400 West from 400 South to 650 South since the City owns most of the necessary right-of-way. The fee proposal is $177,080 and fits within the project budget. Staff recommends approval of the contract. – Arthur LeBaron

11. Four years ago Hurricane City was awarded $440,147.85 in Federal Aid for the Purgatory Road Project. We have been unable to use that money on the project because we don't have construction money. The Federal policy has been that in order to use Federal Aid

money to design a project, there must be construction money available to immediately go to construction. Our current effort on Purgatory Road is to complete enough design to adequately identify and start to acquire the necessary right-of-way, and then pursue construction money from outside sources. Recently a UDOT official reached out to me and asked if the City would be willing to exchange the Federal Aid money for State money because they can trade it out for other funds they have and use it for maintenance, but we would take a 15% hit because of Federal red tape. I have been aware of this exchange throughout my career and jumped at the chance to use State funds rather than Federal. The cooperative agreement lays out the amount, the exchange rate, the required local match, how Hurricane City can get the money for the project. The Federal funds are not available to the City for use indefinitely, and this exchange gives the City the opportunity to move forward, utilizing outside funds.

The breakdown of funds is as follows:

Federal Funds: $440,147.85
State Funds at 85%: $374,125.67
Local Match at 6.77%: $27,167.55
Total Value: $401,293.22

We have already done consultant selection for the design of this project but have been unable to move forward with the Federal funds. This will allow us to move forward. We have also garnered other funds for design from the Washington County Corridor Preservation Fund. With the combination of funds we will be able to finish our current proposed design effort to get right-of-way from SR-9 down to SR-7. It has been my experience that the use of Federal funds on a project causes at least a 20% increase in project costs, plus delays. The 85% exchange rate is actually a bonus in my opinion. We have budgeted $100,000 to go toward the design of the Purgatory Road project, so we will easily meet the local match. Staff recommendation is to accept the cooperative agreement as proposed. – Arthur LeBaron

12. Several years ago heavy rainfall caused significant erosion to some of the fill slopes at the SR-7 interchange at Sand Hollow Road. After discussing maintenance responsibilities with UDOT and reviewing Utah Code, it is clear that some of the maintenance of the problem areas falls under the jurisdiction of Hurricane City. The Engineering Department informed UDOT that the City would not start maintenance activities until some additional durable improvements were completed. UDOT asked if the City would act as the procurement agency for drainage improvements across the entire interchange and UDOT would contribute the necessary funds. The cooperative agreement under consideration allows Hurricane City to bid out the project and UDOT will contribute $300,000 for the project. We have a bid from Interstate Rock that estimates the improvements in the mid $200,000's, so $300,000 should be adequate. We have done similar cooperative agreements with UDOT. The signal and roadway improvements at

2600 West State Street is a good example. Staff recommends approval of the cooperative agreement. – Arthur LeBaron

13. The Council held a work meeting on September 29th to discuss economic development and potential incentives. During that meeting, a follow-up work session was scheduled for October 14th with Mayor Billings, Councilman Ellerman, Kaden DeMille, Darren Prince, and Todd Brightwell to review proposed ideas. This item is on the agenda to allow them to report back to the Council on the discussion and, if appropriate, take action on any recommendations. – Cindy Beteag

14. The Fremont Solar project is located in Iron County, UT, will come online in 2027, and is a solar project with battery storage capability included. The estimated cost is between $69-74/MWh. Our Power Board would like to increase the subscription amount previously requested to an amount up to 10MW. Our earlier subscription request was for 5MW. The battery capability will allow us to utilize the additional solar energy during our highest peak load times during the day so the board would like to increase the amount of power we receive. The additional energy will be needed in addition to any requested subscriptions for other upcoming power projects. - Crystal Wright

15. The applicant is requesting a zone change from Planned Commercial to General Commercial on a 2.57-acre property located at 505 S Sand Hollow Road. This property, part of the Glampers Inn/Jellystone Park development, is proposed to be used for RV rentals and sales which is not permitted in the Planned Commercial zone. A public hearing on the proposed zone change was held at the October 9, 2025, Planning Commission meeting and no comments relating to the zone change were received. 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. Staff makes the following findings: 1. The proposed amendment is compatible with the goals and policies of the General Plan pertaining to the Planned Community land use designation. 2. The proposed amendment is in harmony with the overall character of the existing development. 3. The proposed amendment is considered a minor change and will not have any adverse impacts. 4. Public facilities are adequate. Staff recommends approval subject to staff and JUC comments. – Fred Resch III

16. The applicant is requesting a zone change from Residential Agriculture RA-1 to Single Family Residential R1-10 on two properties combining to 0.53 acres located at approximately 650 S Mountain View Drive. These are remainder parcels from the Mountain View Estates subdivision that are proposed to be integrated into the neighboring proposed Hillside Estates Phase 2 subdivision. A public hearing on the proposed zone change was held at the October 9, 2025, Planning Commission meeting and no comments on the zone change were received. 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. Staff makes the

following findings: 1. The proposed amendment is compatible with the goals and policies of the General Plan designation of Single Family development. 2. The proposed amendment is in harmony with the overall character of the existing development. 3. The proposed amendment is considered too minor a change to have any adverse impacts on adjacent properties. 4. Public facilities are adequate. Staff recommends approval subject to staff and JUC comments. – Fred Resch III

17. The applicant has submitted a preliminary plat for Sand Hollow Mesa, Neighborhood Six. This represents the first phase of the Sand Hollow Mesa project, which received a zone change and Planned Development Overlay approval in 2021. Sand Hollow Mesa is a large master-planned community encompassing nearly 1,100 acres and more than 3,600 approved units. The current proposal covers 88 acres and includes 579 units consisting of single-family homes, townhomes, and condominiums. The property is zoned Single Family Residential (R1-10) with a Planned Development Overlay (PDO) as part of the Sand Hollow Mesa development. A previous application for Neighborhood Six was tabled in December 2023 due to inadequate public facilities and was resubmitted in May 2025. At the applicant's request, the City issued a status update letter on June 2, 2025, outlining the additional offsite public facility improvements required to support the project. These include construction of a new transmission line and substation, roadway access along 2400 West, water looping and modeling, and a sewer trunkline connection. To date, these improvements remain unresolved. The applicant has exercised an option under Utah Code Section 10-9a-509.5, which requires that the City Council approve or deny the preliminary plat application within 45 days after notice from the applicant. Staff recommends denial of the application for the reasons outlined in this report, and a proposed Record of Denial is included in the packet for the Council's consideration. The Planning Commission considered this item on October 9, 2025. The Commission concurred with staff's recommendation and voted unanimously, with one abstention, to recommend denial of the application to the City Council. **Power Infrastructure** – The applicant needs to ensure, before preliminary plat approval: *The recordation of all easements to get transmission power lines to the site. *The dedication of the substation site as outlined in the Sand Hollow Mesa development agreement. *Ensure the construction of the transmission line and the substation. As these are impact fee eligible improvements, staff has already prepared a reimbursement agreement, however that needs to be approved by the City Council. **Roadway and Emergency Access** – Acquisition of all necessary right-of-way along 2400 West and construction of a 32-foot asphalt spine road to 3000 South. Agreements and/or bonding will be required prior to preliminary plat approval. **Water Model and Looping** – Submission of a current, finished water model for City review and approval, together with a plan to provide looping to City standards. Any required off-site improvements must either be constructed prior to preliminary plat approval or addressed in a binding agreement with the City, which may include bonding requirements. **At this time, these improvements and agreements have not been completed, bonded for, or otherwise secured.** Under HCC 9-6-3(B) and 10-37-4, development may only proceed where adequate public facilities are "in place or will be

timely provided." Without executed agreements, approved designs, and bonding to guarantee construction of the required offsite improvements, staff cannot determine that facilities will be timely provided. Staff recommends **denial** of the preliminary plat for Sand Hollow Mesa Neighborhood Six. The current application is premature and does not meet the standards of the Hurricane City Code. Because the applicant has invoked Utah Code Section 10-9a-509.5, the denial of the preliminary plat application must be in writing. A proposed Record of Denial has been drafted for the City Council's consideration and is included in the packet. Staff recommends that the City Council adopt, or amend and adopt, the draft Record of Denial and authorize the Mayor to sign the Record of Denial. – Fred Resch III

18. This is a "clean-up" ordinance to remove the definition of "bed and breakfast, inn" from the city code. The intention of previous code updates regarding transient lodging facilities, including Ordinance 2024-14, was to remove short-term rentals from commercial zones. "Bed and breakfast, inn" was still permitted and vaguely defined and should have been removed from the ordinance during that code change. No currently licensed bed and breakfast inns exist in the City. The Planning Commission held a public hearing on this item on October 9, 2025 and no comments were received. The Planning Commission discussed how no bed and breakfasts currently exist in Hurricane and how one could potentially still open as long as they met the standards of a "hotel". The Planning Commission voted unanimously to recommend approval of the ordinance to the City Council. Staff recommends approval. --Fred Resch III

19. This is a "clean-up" ordinance that formally adopts the City's long-standing practice of requiring bonding for off-site improvements. The City has historically required these bonds to ensure that it can address any deficiencies in off-site work; however, it was recently discovered that this requirement was never codified in the municipal code. This proposed amendment corrects that oversight and also removes discretionary language related to the types of bonds accepted by the City. The Planning Commission held a public hearing on this item on October 9, 2025 and no comments were received. The Commission discussed the types of bonds accepted by the City and the standard bonding practices, and unanimously recommended approval of the ordinance. Staff recommends approval of the proposed ordinance. --Fred Resch III

20. Mayor, Council, and staff reports.

21. Closed Meeting upon request.

Minutes of the Hurricane City Council meeting held on September 29, 2025, in the Council Chambers at 147 North 870 West, Hurricane, Utah at 3 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, Public Works Director Mike Vercimak, Assistant Public Works Director Weston Walker, City Planner Gary Cupp, Assistant Planner Fred Resch III, Recreation Director Tiffani Wright, City Engineer Arthur LeBaron, Building Official Larry Palmer, HR Director Sel Lovell, City Recorder Cindy Beteag. Water Superintendent Ken Richens, Finance Director Paige Chapman, Streets Superintendent Hayden Roberts, and Parks Superintendent Darren Barney.

AGENDA

3:00 p.m. Work Meeting
Discussion regarding economic development

Mayor Billings welcomed everyone and called the meeting to order. Kevin Hawkins, a developer specializing in shopping centers, discussed a proposed project on the property located across from Walmart. He explained that the property is currently under contract, and he is in the process of securing tenants. The goal is to create a distinctive development that serves as a gateway to Hurricane. Mr. Hawkins distributed concept plans for the project, which will encompass nearly forty acres. He noted that approximately eight acres along SR-9 are designated for future right-of-way that UDOT plans to purchase now but will not develop for about ten years. In the meantime, he will lease the property back until it is needed.
The concept for that area includes temporary uses such as food trucks, a pumpkin patch, farmers market, and Christmas tree sales. The main corridor through the development would feature a central water element, with surrounding areas including seating, pedestrian walkways, a splash pad, fire pits, pickleball courts, and a shopping center. Mr. Hawkins noted that the property currently generates no property tax revenue as it is classified under greenbelt status. He has been in discussions with DA Davidson about the possibility of a property tax TIF and would like to dedicate the pedestrian corridor and pickleball courts to the City. His next step is to have DA Davidson complete an analysis and then return to present the findings to the Council to determine their interest. Councilman Ellerman confirmed that the park area would be constructed prior to being dedicated to the City. Mayor Billings added that Mr. Hawkins continues to own and operate all of the shopping centers he has developed.

Mayor Billings stated she has met with Darren Prince and Todd Brightwell to discuss potential locations for future industrial areas within the City. The first area they reviewed is along SR-7, from its connection with SR-9 to 3000 South. She asked the Council what parameters should be considered to attract businesses—such as the number of jobs created, required wage levels, or other criteria. She explained the second potential area is along SR-9, from SR-7 to Sand Hollow

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Road. She suggested that if a business brings something the City currently lacks—such as a home improvement store—that could be one of the qualifying factors. The third area identified is near Exit 16. She noted the need to decide whether retail uses should be allowed in these areas if they meet certain standards. Darren Prince commented that incentives are not the only option; a fast-track approval process could also be offered for businesses that meet established standards. He suggested developing an overlay zone with clear criteria. Mayor Billings mentioned that the City has never offered incentives for retail projects and asked whether the Council would consider changing that policy. Mr. Prince recommended using consultants to evaluate what would be necessary to implement incentive programs. Mayor Billings agreed that consulting expertise would be valuable but noted the importance of first identifying which areas the Council wants to designate for economic development. Councilman Hirschi pointed out that residents on the south end of town would likely appreciate additional grocery and gas options closer to their area. Councilman Fawcett expressed that incentives should not be offered for businesses already represented in the community. Councilman Thomas supported the idea of an overlay with prerequisites rather than financial incentives. Mr. Prince mentioned that a grant is available to help fund the study. Dayton Hall asked for clarification on the study's purpose, and Mr. Prince explained it would help determine economic opportunities specific to certain business types and assist in streamlining their approval process. Councilman Ellerman mentioned that businesses would still need to be properly zoned for their proposed uses. Councilman Fawcett suggested formally designating areas for particular types of development. Mac Hall added that planning should remain somewhat general, as overly specific plans often prevent projects from moving forward. He noted that concessions become less critical when developers know their proposals will be allowed and not delayed.

Mr. Prince stated that additional questions need to be addressed before deciding what types of incentives the City may offer. Considerations should include the size of the proposed building, projected revenue, employee wages, number of jobs created, and any amenities the business would provide. Mayor Billings asked the Council whether they would be interested in offering incentives for projects such as a home improvement store or developments similar to the one presented earlier in the meeting. Councilman Fawcett stated he could support incentives for businesses that bring something new to the community but felt it would be unfair to offer incentives to businesses that would directly compete with existing ones. Councilman Ellerman commented that the City should establish clear guidelines and procedures before moving forward, so staff knows exactly how to proceed when potential projects arise. Mayor Billings noted that the City currently does not have an Economic Development Director to oversee these efforts. Councilman Ellerman stated he does not believe that position is necessary at this time, as long as the process and expectations are clearly defined. Mayor Billings asked Councilman Ellerman to assist in getting that process started. Mayor Billings also mentioned that Councilman Fawcett had suggested another possible incentive — allowing developers to defer payment of impact fees until the end of construction rather than at the beginning, to reduce financing costs during the building phase. Councilman Fawcett added that businesses

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receiving incentives should be required to pay wages high enough for employees to afford to live locally, and if they cannot meet that standard, they should not qualify for incentives. Mayor Billings concluded by scheduling a meeting for October 14th with Kaden DeMille, Councilman Ellerman, Todd Brightwell, and Darren Prince to continue the discussion.

Mayor Billings asked for an update on the secondary water impact fee. Ken Richins reported that Alpha Engineering is close to bringing the item to the Council for discussion. Dayton Hall stated they anticipate being ready to present it at the second meeting in October, with the goal of bringing it back as an action item in November. He explained that this plan is being approached differently by dividing the City into three service areas, as each area is supplied by a different water source. The three proposed areas are the Canal Company Service Area, the Sand Hollow Basin Area, and the remaining portions of the City. As a result, there will be three separate impact fees based on location, since water costs vary and not all areas will have access to secondary water.

Mayor Billings asked whether the ordinance would need to be updated to align with the portions of the secondary system that will not be used. Mr. Richins explained that the issue is complex and that retrofitting the system would be prohibitively expensive. To accommodate such changes, the system would have to be rebuilt to an ultra-efficient standard with larger lines. Councilman Fawcett questioned why developers are required to install secondary lines in areas where they will never be used, noting the significant expense. Mr. Richins responded that there are designated areas where such lines are not required. Mac Hall added that another variable is the potential for changes in what the Water District supplies to the City, which could affect future planning. He stated that the City does not want to remove existing infrastructure only to retrofit it later. Mr. Richins concluded that much of the system's capacity depends on how the network is connected. Mr. Richins reported that concrete will be poured for the irrigation ponds next week. He noted that the NRCS has funding available to assist residents in connecting to the secondary water system. Mac Hall added that anyone within the first phase must submit an application within the next 45 days to qualify for funding. He also explained that, after applying, funds will not be available until after May, meaning the City will need to continue operating on the existing system for another year.

Mayor Billings stated she received another letter from the Catholic Church expressing frustration with the house located at the corner of Main Street and 200 South. The Church reported that a petition with numerous signatures requested that the property be cleaned up and asked whether the Fire District could investigate it for possible violations. Councilman Fawcett acknowledged the property is a concern and noted that while the nuisances could potentially be addressed, he was unsure what steps could be taken to condemn the house. Mayor Billings asked if Code Enforcement could coordinate with the Fire District to determine if any violations require action. Mayor Billings also reported that Glen Adams with the hospital submitted a PID application and inquired about its status. Cindy Beteag stated the application was received today, but staff is awaiting payment before processing can begin. Regarding old

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business, Mayor Billings noted that item number one had been requested to be tabled indefinitely. Dayton Hall explained that the applicant has submitted a proposal to convert the property into commercial use. A utility easement runs through the property, which will remain in place, and the applicant plans to combine all the lots into a single parcel. Mayor Billings further reported that the School District contacted her regarding a boundary adjustment between Coral Canyon Elementary and Hurricane Elementary. The boundary will be moved to 2800 West to prevent splitting a few subdivisions. She also mentioned that Red Ribbon Week is scheduled for October and that the school is seeking a service project for students. Mayor Billings asked Public Works to develop some potential project ideas. Councilman Ellerman suggested that students could assist with cleaning up the house on Main Street that received complaints. Councilman Fawcett inquired about a problematic home in Dixie Springs. Mr. Hall explained that an enforcement letter had been issued, giving the property owner 30 days to come into compliance. Finally, Councilman Ellerman asked about the pool heater. Kaden DeMille stated that construction is expected to begin in a few months, and staff is evaluating whether to connect the new heater temporarily and remove it during construction. They are still gathering cost estimates for installation and removal.

David Hirschi motioned to go into a closed session at 4:35 p.m. to discuss the potential purchase of water and an update on reasonably imminent litigation. Seconded by Clark Fawcett. Motion carried unanimously.

Councilman Prete joined meeting at 4:40 p.m.

Drew Ellerman motioned to go out of a closed session at 4:51 p.m. Seconded by Joseph Prete. Motion carried unanimously.

Councilman Prete stated he supports a proactive approach to attracting the types of businesses the City wants to see. Mayor Billings provided a brief recap of the discussion that took place during the work meeting.

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

Thomas Wilkinson introduced himself as the City's new GIS Coordinator and provided a brief overview of his work history.

Tate Wilkinson introduced himself and explained that he began working in the Streets Department in 2024 before transitioning to the Utility Locator position in July. He provided an overview of the process used to locate utilities.

Ken Richins reported that the City has experienced numerous leaks over the past few weeks. He noted that lightning issues caused disruptions with the SCADA system, but the system has since been restored and is functioning properly.

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Darren Barney stated that the engineering plans for the pickleball courts are approximately 80% complete. Once the full set of plans is finalized, they will be submitted to JUC and then released for bidding. He stated that settling repairs at the Bradshaw House have been completed, and work is now underway on interior repairs. Mr. Barney noted that the splash pads will be winterized soon, but staff tries to keep them open as long as possible for public use. He explained that mowing typically continues into November before transitioning to leaf pickup. There has been no progress on Veteran's Park since the previous meeting. Mayor Billings mentioned that the high school contacted the City regarding Red Ribbon Week and a potential student service project. She asked Mr. Barney to provide some project ideas.

Larry Palmer reported that since the last meeting, sixteen single-family building permits and one commercial permit for a clubhouse at an RV Park have been issued. Over the past month, he completed final inspections for fifty-seven single-family homes and three commercial buildings. Mayor Billings asked whether the building permit fee is calculated based on the number of inspections required or the size of the home. Mr. Palmer confirmed that permits requiring only one or two inspections are lower in cost than those needing more inspections. He added that he would like to present an updated method for calculating permit fees to the Council, as current valuations are considered too low.

Sel Lovell reviewed current open positions and reported that the Facilities Maintenance position has been filled.

Mike Vercimak reported that the department is averaging one preconstruction meeting per week and currently has five projects undergoing one-year reviews. He stated that staff is also working on master plans and attending ongoing construction meetings.

Hayden Roberts reported that recent rainfall has caused a few flooding events and there was a fallen tree on 400 South, which staff has been addressing. He stated that interviews for an open position are scheduled for tomorrow. Staff is also reviewing schedules for slurry seal and chip seal projects. Mr. Roberts noted that paving on 100 North was planned for today but ran into complications. Councilman Ellerman asked for an update on why 1760 West remains closed. Mike Vercimak explained that an inspector spoke with the contractor, who indicated the work would take ten days to two weeks. Since that timeframe has passed, he will follow up tomorrow and provide an update to the Council. Mayor Billings inquired about work on 100 South. Arthur LeBaron explained that crews are performing boring for a geotechnical investigation. Mr. Vercimak added that a communication provider may also be conducting boring in the area and stated he will provide the Council with an update.

Weston Walker explained that paving on 100 North was scheduled for today but was delayed due to issues at the plant. He expects the work to be completed before Halloween. Councilman Prete noted that 2300 South near 1100 West is deteriorating and asked if it could be repaired.

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Mr. Roberts stated that the repairs were completed last week. Mr. Walker also reported that the City is now accepting electronic plans for JUC projects and hopes the process will be similar to that used in Washington and St. George.

Arthur LeBaron mentioned that he and Councilman Hirschi had met regarding the stop signs on Main Street and stated the plan is to make it a four-way stop. He has also reviewed the proposed locations for the crosswalks. Councilman Hirschi reviewed the historical width of the road compared to its current width and expressed support for a four-way stop but recommended returning it to its previous configuration, noting that he does not recall many accidents at the intersection over the past twenty years. He observed that north-south traffic is busier than east-west traffic. Mr. LeBaron explained that the traffic study indicated the opposite, which was the rationale for changing the intersection. Councilman Hirschi added that visibility is limited for north-south traffic and reiterated his preference for returning to the previous layout. Mayor Billings cautioned that deviating from the study could increase the City's liability if an accident occurs. Councilman Thomas agreed with Councilman Hirschi, citing higher north-south traffic. Councilman Prete noted that disregarding traffic studies could set a precedent. Councilman Fawcett asked about potential liability if the intersection were changed back. Councilman Prete questioned whether modifying the intersection to achieve a desired traffic pattern could be justified. Dayton Hall stated that the greatest risk comes from changing the intersection multiple times and highlighted that any deviation from the study must be justifiable. He noted that claims would be difficult if warning signs are present. Councilman Fawcett expressed concern that changing a configuration that has been in place for 100 years could increase liability. Mayor Billings added that UDOT is seeking to divert traffic off SR-9 and that corridors like this can be used to achieve that goal. Councilman Hirschi noted that the current issue primarily affects local residents. Councilman Thomas asked whether the study might have been directed to focus on removing traffic from SR-9. Mr. LeBaron confirmed the study only considered existing traffic volumes. Councilman Ellerman added that traffic counts are not fully representative until construction is completed and that peak times should be analyzed. The study showed counts of 600 north-south and 400 east-west. Councilman Fawcett suggested that additional sampling is needed, as the study was too small. Mr. LeBaron concluded that while it is not typical for these discussions to occur at the Council level, he believes the four-way stop is defensible. He stated that he is willing to follow the Council's direction but noted that the decision should be final and not changed repeatedly.

6:00 p.m. - **Call to Order** –

Mayor Billings welcomed everyone and called the meeting to order.

Prayer, Thought, and Pledge led by Councilman Hirschi

Declaration of any conflicts of interest
None declared.

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

Drew Ellerman motioned to approve the August 26, August 21, and September 4, 2025, minutes as written. Seconded by Clark Fawcett. Motion carried unanimously.

Public Forum – Comments From Public

Joseph Roberts addressed the Council and stated that he and a group of residents feel that youth ages 12–16 are underserved and lack recreational opportunities. He urged the City to expedite construction of the skate park, noting several benefits such a facility would provide. He explained that a skate park would help reduce youth boredom, provide a safe area for recreation, encourage engagement, and help decrease crime and vandalism by offering positive activities. He added that it could also boost the local economy, promote community events, attract talent, support health and development, and help youth build problem-solving and social skills. Mr. Roberts stated that a location for the skate park has already been identified and that several local businesses have expressed interest in donating to the project. He cited St. George's new skate park as an example, noting that it drew nearly 200 visitors on its opening day. He encouraged the Council to move the project forward quickly to provide local youth with a much-needed recreational option.

Mayor Billings asked the Recreation Director and Parks Superintendent to address the skate park request. She confirmed that a location for the skate park is included in the City's master plan; however, it has not yet been engineered or designed. She stated that if donations can be secured, the project could potentially move forward sooner. Mayor Billings expressed support for the idea, noting that she wants to see youth engaged in outdoor activities. She added that other recreation priorities have taken precedence, but if funding can be raised, she would support advancing the skate park project. Recreation Director Tiffani Wright stated that the location has been identified and there is interest in the project, but other priorities have delayed the progress. She mentioned that grant opportunities are available, though they would require a City match. City Manager Kaden DeMille confirmed there is currently no cost estimate or design. Parks Superintendent Darren Barney explained the planned location and noted that the area has significant elevation changes, so careful engineering will be needed. He stated that the first step would be to complete the engineering work for that section of the park and highlighted the importance of securing the site to prevent vandalism. Councilman Fawcett expressed support for youth recreation opportunities but recalled that the previous pump track had to be removed due to vandalism, bullying, and drug-related issues. Mayor Billings asked Mr. Roberts if he had a contact willing to donate engineering services. Mr. Roberts responded that the vandalism referenced occurred more than twelve years ago, and that times have changed—youth are now more supervised, and parents are better able to track their children through cell phones.

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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

Mayor Billings stated the applicant asked for this item to be tabled.

Joseph Prete motioned to table Ordinance 2025-12 amending Title 10, Chapter 43 regarding site-built dwelling units in platted RV parks. Seconded by Kevin Thomas. Motion carried unanimously.

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.

Mayor Billings read the following summary written by Gary Cupp that was provided in the packet. "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."

Kevin Hanson presented a new proposal to the Council. He explained that the design was revised to create the best possible solution for both the property owners and neighboring residents. He and his team met with nearby residents to discuss their concerns and, based on that feedback, reduced the size of the units closest to existing neighborhoods. The revised plan includes a single-story duplex adjacent to neighboring properties and two triplexes along State Street. Mr. Hanson stated that after reviewing the updated proposal, the neighbors were supportive of the changes. However, Renea Thompson expressed concern that the project might not be constructed as proposed. City Attorney Dayton Hall clarified that if the zone change is approved with a development agreement, the agreement would remain tied to the property. Mr. Hanson added that City staff have confirmed the proposal meets all

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requirements, and they are requesting approval of an RM-2 zone subject to a development agreement.
Renea Thompson thanked the Council for continuing the item, which allowed time to meet and discuss the proposal with neighboring residents. She stated her main concern is ensuring that future developments in the area are limited, noting that the agreement should specify no more than ten homes within this project. She also pointed out that there are restrictions on the number of homes permitted on a cul-de-sac.

Mayor Billings asked if the development agreement needed to be completed before the item could be voted on. Mr. Hall explained that if the Council was open to the proposal, he would recommend providing staff direction and continuing the item so it can be reviewed by JUC and staff prior to final approval. Councilman Thomas stated he preferred the proposal presented tonight compared to the previous version and appreciated the effort to work with the neighbors. However, he expressed concern that other proposed high-density projects have not been able to maintain affordability. He noted that if the City wants to encourage affordable housing, allowing upzoning may be counterproductive, and he leaned toward keeping the property zoned R1-10 to preserve property values. Councilman Hirschi agreed the proposal was an improvement but shared Councilman Thomas's concerns, stating that continued high-density development could increase the overall cost of homes and land. Councilman Fawcett stated he was torn. He liked the layout and recognized the challenges of developing residential properties along SR-9, but questioned whether the City could adequately service additional density in that area. He said he would be more supportive if the project were to include affordable housing. Councilman Ellerman confirmed that all units would have two-car driveways with visitor parking and agreed this was a better direction but said he would like to see pricing for the finished product. Councilman Prete also felt this proposal was an improvement over the prior one and said he could support it but would still prefer to see the area developed as commercial. He thanked the applicant for working with the neighbors and asked about the second access point onto SR-9. Mr. Hanson explained that access would need to be approved by UDOT. He stated that this proposal was a good fit for the area. Mayor Billings summarized that the property is currently zoned R1-10, and the applicant is requesting an RM-2 zone subject to a development agreement. Councilman Prete noted the proposed density is slightly less than a standard RM-2 zone. Mayor Billings added that the request is consistent with the General Plan. Mr. Hanson stated that there are no adjacent neighbors to the west and that both the Planning Commission and City staff felt the project was a good fit.

Joseph Prete motioned to continue 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 to the next meeting so a development agreement could be prepared. Seconded by Drew Ellerman. Motion carried with Joseph Prete, Drew Ellerman, and Kevin Thomas voted aye. Clark Fawcett and David Hirschi voted nay.

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Councilman Fawcett stated that he would support the proposal if one unit were designated as affordable. Councilman Thomas noted the need to clearly define what constitutes "affordable." Mr. Hanson asked whether reducing the impact fee in exchange for an affordable unit would be possible. Dayton Hall explained that the City ordinance already defines affordable housing and allows for a reduction in impact fees if the project meets that definition. Councilman Thomas added that he does not believe the location is suitable for either commercial or quarter-acre residential development. He stated he would prefer an affordable unit built in a way that genuinely makes it affordable, rather than relying on a deed restriction. Mr. Hall stated that, based on the current motion, he will prepare a development agreement for RM-2 zoning according to the submitted site plan, with no affordable housing requirements. Mayor Billings noted that if the applicant chooses to include an affordable unit, it could be added to the agreement, which would likely make the proposal more favorable to the Council.

NEW BUSINESS

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

Mayor Billings read the following summary written by Gary Cupp that was provided in the packet. "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."

Wanda Maloney stated that although she had a presentation prepared, the written summary of the plan was very informative. Mayor Barbara Bruno noted that the plan has already been presented to Springdale, Rockville, LaVerkin, Virgin, and Kane County, all of which have approved it. It will be presented to Washington County next week for approval. Ms. Maloney, representing the consulting team, explained what constitutes a scenic byway and provided a brief history of the Zion Scenic Byway. She noted that the plan focuses on existing tourism, is

non-regulatory, and represents a voluntary effort to provide purpose and vision. She stated that the next step is adoption by the state legislature. Mayor Bruno added that community meetings were held to allow citizen input. Councilman Thomas expressed concern that the plan could resemble regulation in practice and might eventually become binding, noting potential pressure from other jurisdictions to address problem areas. He stated that while everyone wants a well-maintained highway to Zion, he does not want other jurisdictions imposing requirements on the City. Ms. Maloney clarified that SR-9 is already designated as a scenic byway and that this plan could achieve a higher designation. She stated that other roads with this designation have followed the same process, and none have become mandatory. Councilman Thomas asked whether the plan would affect properties adjacent to the highway. Mayor Bruno responded that it would not, and that the designation only provides informational guidance. Councilman Thomas inquired about the purpose of the designation, and Mayor Billings explained that it is intended to inform visitors about additional sites and experiences along the corridor. Councilman Fawcett added that the original designation, in place since 1990, has not altered any property rights or regulations.

Clark Fawcett motioned to approve Resolution 2025-37 adopting the Zion Scenic Byway Corridor Management Plan. Seconded by Joseph Prete. Motion carried with David Hirschi, Clark Fawcett, Drew Ellerman, and Joseph Prete voting aye. Kevin Thomas voted nay.

2. Consideration and possible approval of a Domestic Violence Awareness Proclamation - DOVE Center

Mayor Billings read the proposed proclamation.

David Hirschi motioned to approve the Domestic Violence Awareness Proclamation. Seconded by Kevin Thomas. Motion carried unanimously.

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

Mayor Billings read the following summary written by Cindy Beteag that was provided in the packet. “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.”

Clark Fawcett motioned to approve the reassignment of the Ray Shureman lease to Kelly Ashcroft for a hangar pad located at 5S at the Hurricane Airport. Seconded by Drew Ellerman. Motion carried unanimously.

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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

Mayor Billings read the following summary written by Dayton Hall that was provided in the packet. "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." Councilman Fawcett added that the only thing that came up at Airport Board because this is an increase in size was how to align the hangars.

Clark Fawcett motioned to approve a First Amended Private Hangar Lease Agreement with Legend Air Lease LLC for hangar pad 2N 1E. Seconded by Kevin Thomas. Motion carried unanimously.

5. Consideration and possible decision and direction to staff regarding an economic development general plan update, associated incentives, and consultation services - Mayor Billings

Mayor Billings explained direction was given at the work meeting to move forward with ideas to present at the October 16th meeting.

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

Mayor Billings read the following summary written by Gary Cupp that was provided in the packet. "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."

DRAFT

Gary Cupp explained that the current ordinance does not allow accessory dwelling units (ADUs) in the front yard. He noted that there are larger lots where nothing can currently be built in the front, and this amendment would allow an ADU behind the setback. Councilman Ellerman stated he does not support accessory units in front of the house. Councilman Hirschi said he would like to hear a strong justification for the change. Councilman Thomas noted that there are many large agricultural lots where this provision could apply. Mr. Cupp agreed, stating that the amendment would only apply to residential-agriculture and agricultural zones. Councilman Ellerman suggested limiting the allowance to lots of two acres or more and expressed opposition to allowing ADUs in residential-agriculture zones. Councilman Hirschi asked why the change is being considered. Mr. Cupp explained that a property owner on 400 South submitted a mediation request to the Ombudsman to convert an existing house to an ADU and build a larger home behind it. The property owner cited State law, noting that if the ordinance does not specifically prohibit something, there is a legal argument that it may be allowed.
City Attorney Dayton Hall clarified that the current ordinance prohibits ADUs in the front yard, but the definition of "front yard" aligns with the front yard setback. For the 400 South property, the proposed accessory building would be set back thirty feet, beyond the twenty-five-foot front yard setback. The Ombudsman agreed that the ordinance only restricts structures within the front twenty-five feet, supporting the property owner's interpretation. Mr. Hall stated that the code needs updating to clarify the City's intended regulations. Mr. Hall noted that the Planning Commission discussed the issue extensively and ultimately recommended a solution that differs from the current ordinance. Mr. Cupp added that staff has not been allowing accessory buildings within the buildable area. Councilman Ellerman suggested that a better solution would be to clearly define the front yard. Mr. Hall confirmed that this approach was proposed but the Planning Commission did not support it, and the current recommendation reflects their preferred solution.

Drew Ellerman motioned to define the front yard as the area extending from the street property line to the front corners of the house, including everything in between, rather than using the buildable area as the definition. Gary Cupp explained that the definition for flag lots is also being reviewed to clarify the front yard area. Mr. Hall noted that two additional clarifications should remain in the ordinance update: first, refining the definition of an accessory dwelling unit (ADU) including removing the requirement that it must be occupied by family; and second, eliminating the definitions for "guest house" and "casita." The motion died for lack of a second.

Councilman Kevin Thomas motioned to approve Ordinance 2025-17, amending Title 10, Chapters 3, 7, 13–17, and 37 regarding accessory buildings in front yards as written, with a minimum lot size of one acre. The motion died for lack of a second. Gary Cupp clarified that the ordinance addresses accessory buildings—not ADUs—on agricultural and residential-agriculture lots. The proposal would allow ADUs in front yard areas where ADUs are already permitted, while lots smaller than one-half acre would require a conditional use permit. The restrictions are based on lot size, not just zoning. Councilman Thomas noted that the ordinance would not

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interfere with front yard setbacks. Councilman Fawcett stated that he would be willing to second the motion if it were made again.

Kevin Thomas motioned to approve as written Ordinance 2025-17 amending Title 10, Chapters 3, 7, 13-17, & 37 regarding accessory buildings in front yards but limit it to one acre minimum. Seconded by Clark Fawcett. Motion died with Kevin Thomas and Clark Fawcett voted aye. David Hirschi, Drew Ellerman and Joseph Prete voted nay. Councilman Prete stated that he believes the City needs to limit the ADU ordinance, noting that allowing accessory dwelling units on lots of any size would be a mistake.

Clark Fawcett motioned to remove the ability to place accessory buildings or ADUs in the front yard, clarify the definition of front yard, and retain the other ordinance cleanups to be brought back for further consideration. Seconded by Joseph Prete. Motion carried with David Hirschi, Clark Fawcett, Drew Ellerman and Joseph Prete voting aye. Kevin Thomas voted nay.

7. Consideration and possible approval of a Purchase Contract with Utah Department of Transportation regarding property at approximately 515 N 350 East - Arthur LeBaron

Mayor Billings read the following summary written by Arthur LeBaron that was provided in the packet. “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.” Mayor Billings stated the funds will be taken from the streets impact fee fund. Mr. LeBaron added that the Council did nod their approval for this in a closed session a few weeks ago. Councilman Hirschi confirmed both parcels will be zoned commercial. Mr. LeBaron clarified that it is currently zoned residential so a zone change would need to take place on the parcel to the north.

Drew Ellerman motioned to approve a Purchase Contract with Utah Department of Transportation regarding property at approximately 515 N 350 East. Seconded by Clark Fawcett. Motion carried unanimously by a roll call vote.

8. Consideration and possible approval of a Land Transfer and Development Agreement with Interstate Rock Products

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Mayor Billings read the following summary written by Arthur LeBaron that was provided in the packet. “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.”

Councilman Ellerman asked if the applicant would agree to add a provision to the development agreement requiring submission of an application to rezone the property to commercial. Chase Stratton agreed. Mr. Stratton also explained that each lot would be approximately one-half acre following completion of the road buildout.

Kevin Thomas motioned to approve a Land Transfer and Development Agreement with Interstate Rock Products with the addition that Interstate Rock has 45 days to submit a zone change application on the property once the sale is final. Seconded by Drew Ellerman. Motion carried unanimously.

9. Consideration and possible approval of a Memorandum of Understanding regarding the UDOT interchange for the Kachina Ridge development

Mayor Billings read the following summary written by Arthur LeBaron that was provided in the packet. “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 added that UDOT is requiring this agreement to ensure that the developer understands their responsibilities and that the City is aware of the requirements. Kent Stephens confirmed that the agreement is required by UDOT and outlines the construction process. He explained that such agreements are typically between UDOT and the developer, but because of the road connection, the City was included. Mr. Stephens noted that Dayton Hall provided revisions, which were incorporated. Mr. Hall stated that the intent of his changes was to clarify

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that the City has no financial obligations and that this is a developer-driven project, with all costs associated with tying into the City's network borne by the developer.
Drew Ellerman motioned to approve a Memorandum of Understanding regarding the UDOT interchange for the Kachina Ridge development. Seconded by Joseph Prete. Motion carried unanimously.

10. Mayor, Council, and staff reports

Gary Cupp stated that the preliminary site plan for Culver's was approved last week, with the restaurant to be built on the site of the former Ace building. He also noted that staff would be out for the remainder of the week attending the Utah League of Cities and Towns conference.

Kaden DeMille reported that construction of the four-court gym is progressing. The project is scheduled for completion by October, though he expects it will open in January. He stated that the building is dried in and that drywall installation will begin soon. He also noted that pool drawings are expected to be 50% complete in October, with full drawings anticipated in November, after which the project can go out to bid.

Cindy Beteag announced that a candidate debate is scheduled for October 8th at 5:00 p.m. at the Fine Arts Building. She added that ballots will be mailed the following Tuesday, October 14th.

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

David Hirschi motioned to go into a closed meeting at 4:35 p.m. to discuss the potential purchase of water and an update on litigation. Seconded by Clark Fawcett. Motion carried unanimously.

Adjournment: Joseph Prete motioned to adjourn the meeting at 8:15 p.m. Seconded by David Hirschi. Motion carried unanimously.

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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 10/16/25 - This item was continued at the September 29, 2025, City Council meeting to allow staff and the JUC time to review a 10-unit site-layout proposal submitted by the applicant consisting of 2 duplexes and 2 tri-plexes. Ten units is below the maximum density that would be allowed on the 1.22-acre property if the requested RM-2 zone is approved. The applicant's original request was for a zone change from Single Family Residential R1-10 to Multiple Family RM-3. Once the proposed site layout is reviewed by the JUC, a development agreement will need to be entered into with the property owner to restrict future development to the proposed site layout and density. – Gary Cupp

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.

Property Information
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

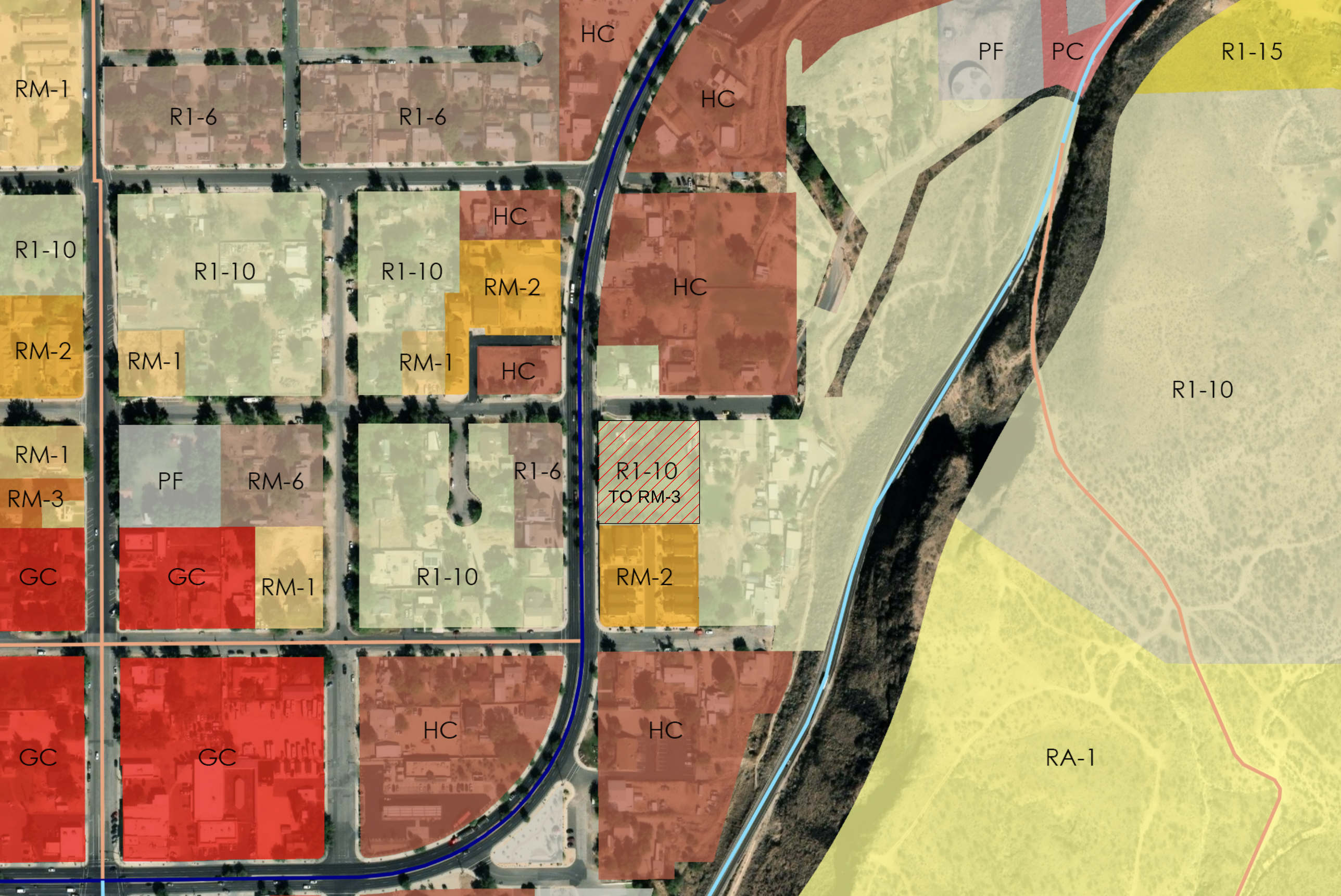
1 message

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 2 (RM-2)

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 2 (RM-2).

PASSED AND APPROVED on this 16th day of October 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 16th day of October 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

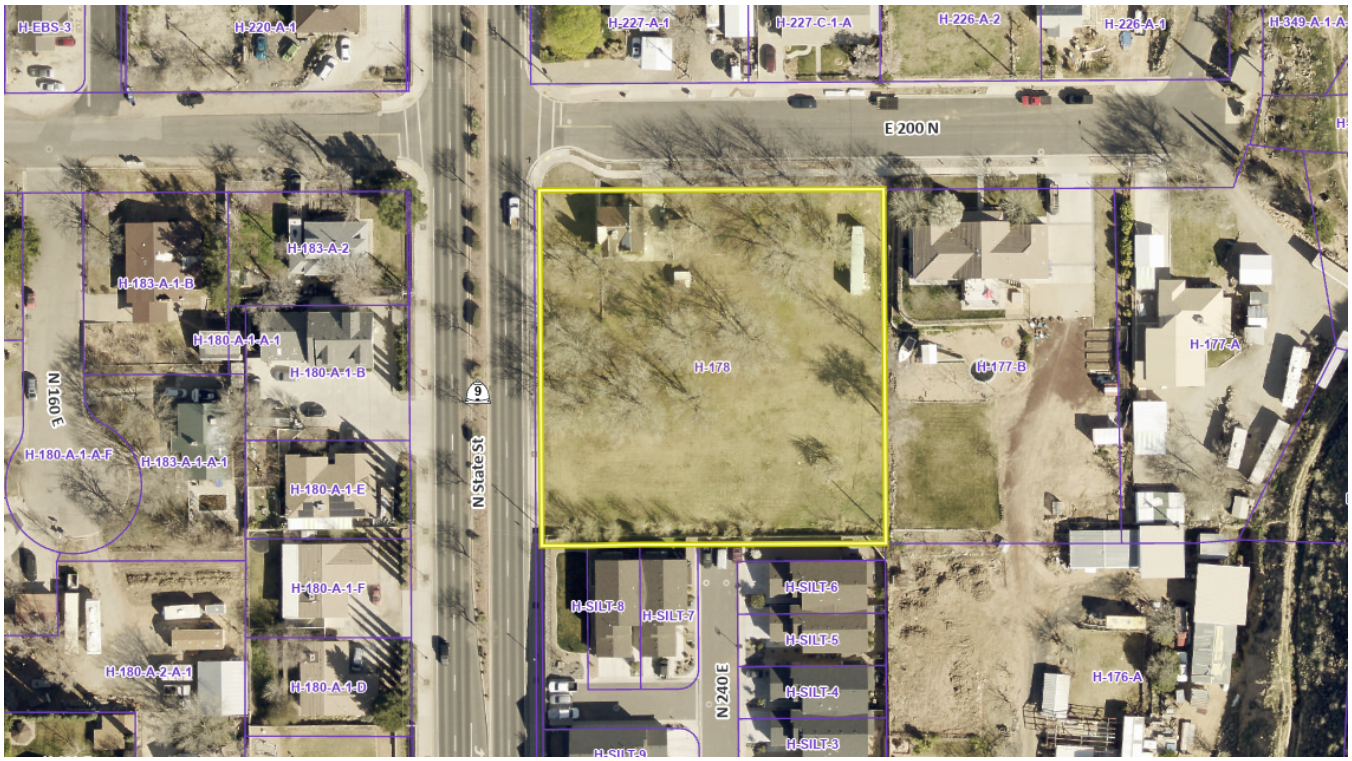
STAFF COMMENTS

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.

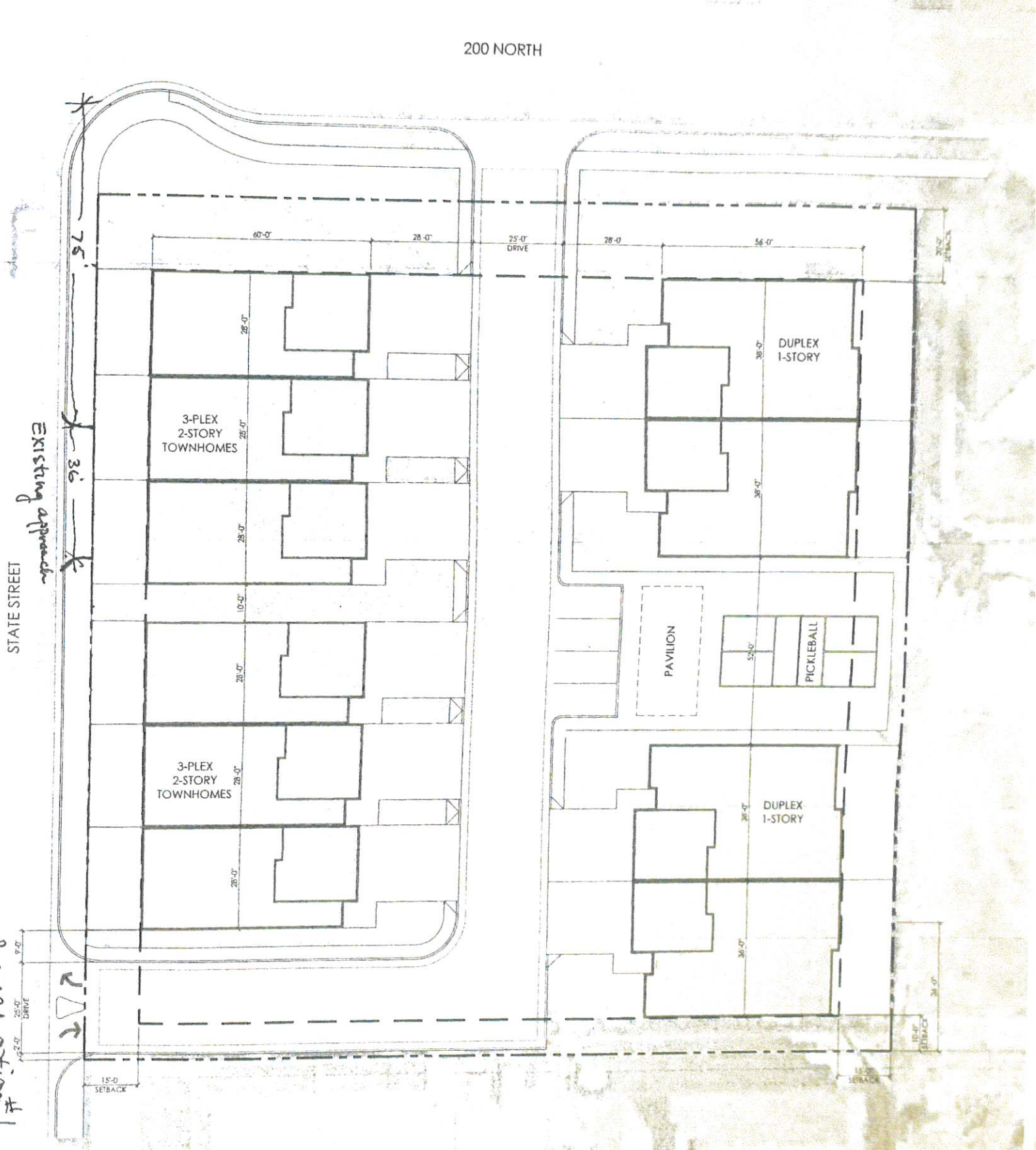
6. **Engineering**: No comments. Good.
7. **Fire:** Approved.
8. **Cable:** [No comments received]
9. **Phone:** [No comments received]
10. **Fiber:** No comments.
11. **Gas:** Okay.
12. **WCWCD:** Washington County Water Conservancy District hereby acknowledges that based on the information provided, 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.



UNIT STATISTICS:

3-PLEX TOWNHOMES (EACH UNIT)

MAIN LEVEL:	1,200 SF
UPPER LEVEL:	1,565 SF
TOTAL AREA:	2,765 SF

DUPLEX (EACH UNIT)

MAIN LEVEL:	1,730 SF

TOTAL HABITABLE AREA

2,765 X 6 UNITS =	16,590 SF
1,730 X 4 UNITS =	6,920 SF
TOTAL (10 UNITS) =	23,510 SF

PARKING:

PARKING REQ'D PER UNIT:	20 (2 SPACES X 10 UNITS)
PARKING PROV'D PER UNIT:	20
ADDITIONAL PARKING REQ'D:	2 SPACES (10%)
ADDITIONAL PARKING PROV'D:	4 SPACES (20%)

PROPOSED SITE PLAN

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 front yards; LUCA25-06.

Discussion: Staff requests that this time be continued to allow more time to incorporate the City Council's direction received at the last meeting. At the September 29, 2025 meeting, the City Council voiced concerns about allowing ADUs and other accessory buildings in front yards, and continued the item for staff to revise the ordinance update to no longer include such provisions. Staff was directed to only proceed with the various clean-ups and clarifications relating to the definitions of yards and setbacks in the land use code. Staff is still working on the revisions as directed. These clarifications will also include updates to the code definitions for “dwelling units” and ADUs that will address code conflicts that have been encountered with the use of casitas and guesthouses. Lastly, the use tables will need to be updated to reflect the proposed code changes. – Gary Cupp

Findings:

Recommendation: Staff requests another continuance to allow more time to incorporate the City Council's direction into the ordinance update.

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.

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.

HURRICANE CITY
UTAH

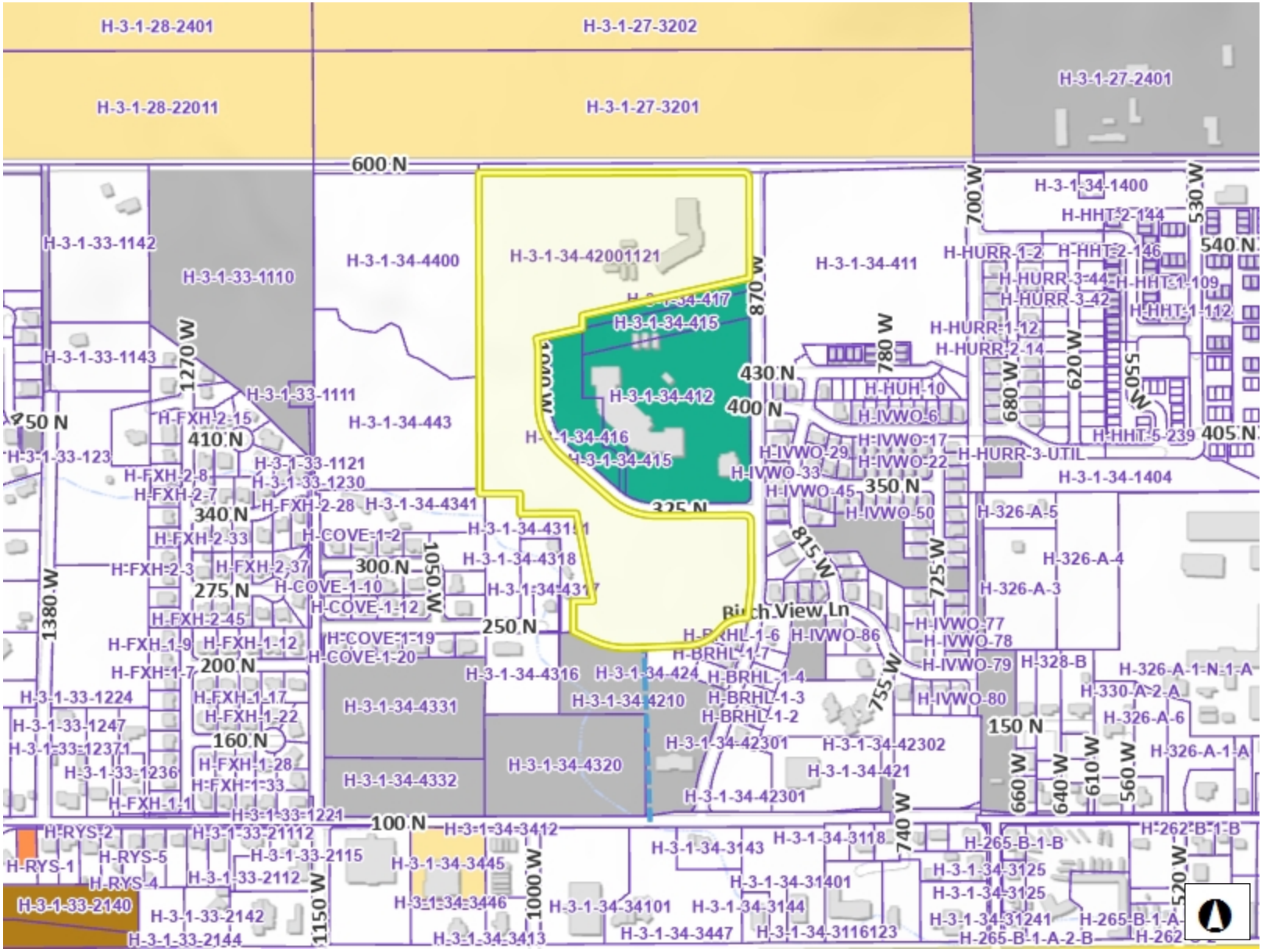
STAFF COMMENTS

Item: Consideration and possible approval of a walking path through the City property for Valley Academy students.

Discussion: The City Council discussed this item on September 4, 2025. During the meeting, they discussed the possibility of extending 325 North prior to approving trail access. The Council requested that the applicant meet with the school to gather its input before any decisions are made. – Cindy Beteag

Findings:

Recommendation:



DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a Proclamation designating October 23-31 as Red Ribbon Week.

Discussion: Each year, the Benevolent and Protective Order of Elks requests the Council's support for the Red Ribbon Week Proclamation, recognizing October 23–31 as a time to promote drug-free lifestyles. The proclamation highlights the Elks' National Drug Awareness Program—the largest all-volunteer drug education initiative in the country—and encourages community-wide efforts to prevent drug abuse and support youth and families in living healthy, drug-free lives. – Cindy Beteag

Findings:

Recommendation:

PROCLAMATION DECLARING RED RIBBON WEEK

Whereas, The Benevolent and Protective Order of Elks National Drug Awareness Program is the largest all volunteer drug awareness programs in the United States; and

Whereas, The Elks National Drug Awareness Program strives to educate all children and parents about the dangers of illegal drug use and prevent the misuse and abuse of legalized and prescription drugs; and

Whereas, Drug abuse affect individuals, families, and communities across the nation; and

Whereas, It is imperative that visible, unified efforts by community members be launched to prevent drug abuse; and

Whereas:, Red Ribbon Week offers citizens the opportunity to demonstrate their commitment to drug-free lifestyles; and

Whereas, Red Ribbon Week will be celebrated in communities across the nation on October 23-31; and

Whereas, Our community further commits its resources to ensure the success of Red Ribbon Week,

Now Therefore, I, Nanette Billings, Mayor of Hurricane City, Utah, do hereby proclaim October 23-31, 2025, as

RED RIBBON WEEK

During this week, we urge all citizens to join with Benevolent and Protective Order of Elks in participating in drug prevention education activities during Red Ribbon Week.

Proclaimed this 16th day of October 2025

_____
Nanette Billings, Mayor

[Seal] Attest:

_____
Cindy Beteag, City Recorder

The foregoing Proclamation was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 16th day of October, 2025. Whereupon a motion to adopt and approve said Proclamation 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 Proclamation joining Washington County Youth Coalition (WCYC) in a 2025-2026 Alcohol-Free School Year for Youth.

Discussion: Each year, the Washington County Youth Coalition invites city councils throughout the county to approve a proclamation promoting an alcohol-free school year. The proclamation encourages families, schools, and communities to set clear expectations against underage drinking and to recognize and celebrate the many youth who choose to remain alcohol- and drug-free. – Cindy Beteag

Findings:

Recommendation:

Whereas, the Washington County Prevention Coalition and the Washington County Youth Coalition have designated the upcoming school year as an Alcohol-Free Year for Youth sponsored by REACH4HOPE and Southwest Prevention, a school year to set clear rules and expectations about NO underage drinking;

Whereas, alcohol used by those under the age of 21 negatively affects their health and safety, and thus the safety and well-being of all those living and working in the Communities of Washington County; and

Whereas, teens who use alcohol often progress to addictive behavior later in life, are at a much higher risk for developing mental illnesses as adults; and

Whereas, addictive behaviors and mental illnesses also greatly increase the risk of suicide; and

Whereas, underage drinking is a major public health problem that negatively impacts the brain development of our young people, causing a higher probability of early alcohol addiction, alcohol-related traffic accidents, and brain impairment; and

Whereas, under the Law, it is illegal for a minor to purchase, possess, or consume any alcoholic beverage, and it is illegal and punishable for anyone to sell, offer to sell, or furnish alcohol to a minor; and

Whereas, the Mayors of St. George City, Washington City, Hurricane City, Hildale City, Ivins City and Santa Clara City, in addition to the Commissioners of Washington County and the State of Utah are committed to the development of a major statewide public information campaign with the overall objectives of changing social norms regarding depression, suicide ideation, underage drinking, and risky behaviors; and

Whereas, we commend the overwhelming majority of our young people who are drug and alcohol-free, and we desire all of our youth to be drug and alcohol-free so as to develop in a healthy society; and

Now, therefore, We, as Mayors and Commissioners hereby proclaim our support and offer an invitation to the entire community to help encourage family bonding and reduce underage drinking in order to improve the health and safety of all youth and adults in Washington County. We invite all members of our community, including individuals, families, governments, schools, religious and civic organizations, to participate in and sponsor activities that will heighten awareness regarding the dangers of underage drinking to young people's health and safety, and will strengthen their ability and desire to refuse to drink alcohol; and

Whereas, we declare the 2025-2026 school year as an Alcohol-Free School Year for Youth to bring awareness to risky behaviors and underage drinking, and promote the bringing of families together.

Proclaimed this 1st Day of October 2025

_____	_____
Michele Randall – St. George City Mayor	Kress Staheli – Washington City Mayor
_____	_____
Rick Rosenberg – Santa Clara City Mayor	Chris Hart – Ivins City Mayor
_____	_____
Nanette Billings – Hurricane City Mayor	Donia Jessop – Hildale City Mayor
_____	_____
Victor Iverson – County Commissioner	Gil Almquist – County Commissioner
_____	_____
Adam Snow – County Commissioner	Nicolle Felshaw – County Administrator

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a Memorandum of Understanding (MOU) for a continued partnership regarding the Stars and Stripes 4th of July Firework Show.

Discussion: On August 21, Red Rock Media presented an overview of the past two years' fireworks displays and expressed interest in extending the existing MOU for an additional three years. Because the item was listed as a presentation only, they requested to return for formal Council action. Since the event takes place in the State Park, staff contacted park officials to see if they wished to be included in the MOU. The State Park responded that they are comfortable with the current MOU but would prefer to establish a separate agreement with Hurricane City. – Cindy Beteag

Findings:

Recommendation:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by Hurricane City, a Utah municipal corporation (City) and Redrock Broadcasting Inc. dba Redrock Media, a Utah corporation (Redrock Media) (the City and Redrock Media are referred to collectively as the "Parties"). The effective date of this MOU is October 16, 2025.

RECITALS

A. For several years, the City has put on a Fourth of July fireworks display at the State Park in Hurricane, Utah.
B. The City and Redrock Media previously signed an MOU to add a synchronized music playlist to be played on the radio and on speakers at the State Park.
C. The previous MOU committed Redrock Media to create and play a playlist on its five radio stations and to provide speakers at the State Park to play the music during the firework display.
D. Redrock Media also agreed to promote the event and to secure sponsors.

Now, therefore, the Parties have agreed to the following:

1. The City will arrange for and contract with a firework distributor to put on a firework display on July 4th at the State Park.
2. Redrock Media will do the following:
    a. Create a custom playlist that will play on each of its five local stations (MIX 103.1, 98.9, KOOL FM, 102.3 Real Country, 104.1 Zion, and 107.7 True Oldies FM) that synchronizes with the firework display. Redrock will coordinate with the firework distributor regarding the timing and synchronization of the playlist and firework display.
    b. Starting on (DATE), schedule 8 promotional ads per day on all four of its local radio stations. These promos will highlight first responders in celebrations of our nation's birthday. Redrock Media will invite the public to celebrate with Hurricane City at the Sand Hollow 4th of July Firework Show at Sand Hollow Reservoir.
    c. Provide large speakers to play music at two different locations starting at 6pm on July 4th and ending after the firework display. The location of the speakers will be in the parking lot next to the boat ramp on the south shore.
3. The City agrees that Redrock Media will be the exclusive media company for this event at the State Park, including signage. Redrock Media has the right to bring other local businesses in as sponsors. Sponsors associated with the event shall be approved by the City.

DRAFT

4. The name of the event shall be mutually agreed on by all Parties.
5. The term of this Agreement shall continue and apply to the City's 2026, 2027, and 2028 4th of July events at the State Park, except as may be mutually modified by the Parties.
6. The Parties agree that each will comply with the requirements, guidelines, and restrictions imposed by the State Park.

Hurricane City	Redrock Media
_____	_____
By:	By:
Its:	Its:

DRAFT

Summary packet October 16th, 2025.

Agenda item

Adopting the WCWCD regional water conservation plan.

Every five years the Hurricane City water department is required by the Utah Division of Drinking Water to update the city's water conservation plan.

The WCWCD offered to update this plan as a group. The Division of Drinking Water is ok if we update all the regional cities' conservation plans as a group.

We presented this regional water conservation plan to the Hurricane City water board for recommendation for adoption. All members in attendance voted to recommend the city council adopt the WCWCD regional water conservation plan.

Ken Richins

Resolution 2025-20

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, APPROVING THE 2025 JOINT AGENCY WATER CONSERVATION PLAN

WHEREAS, Utah State statute 73-10-32 requires water providers, including water conservancy districts, to submit a water conservation plan to the Utah Division of Water Resources (DWRe) every five years;

WHEREAS, it is in the best interest of the citizens of Hurricane City that the City approve this water conservation plan;

BE IT HEREBY RESOLVED by the City Council of Hurricane, Utah that the 2025 Joint Agency Water Conservation Plan, a copy of which is attached hereto as Exhibit "A", is hereby, approved, accepted and made effective on the date that each of the Parties have signed, and the agreement is filed with the keeper of records.

DATED this 16th day of October 2025

_____
Nanette Billings, Mayor

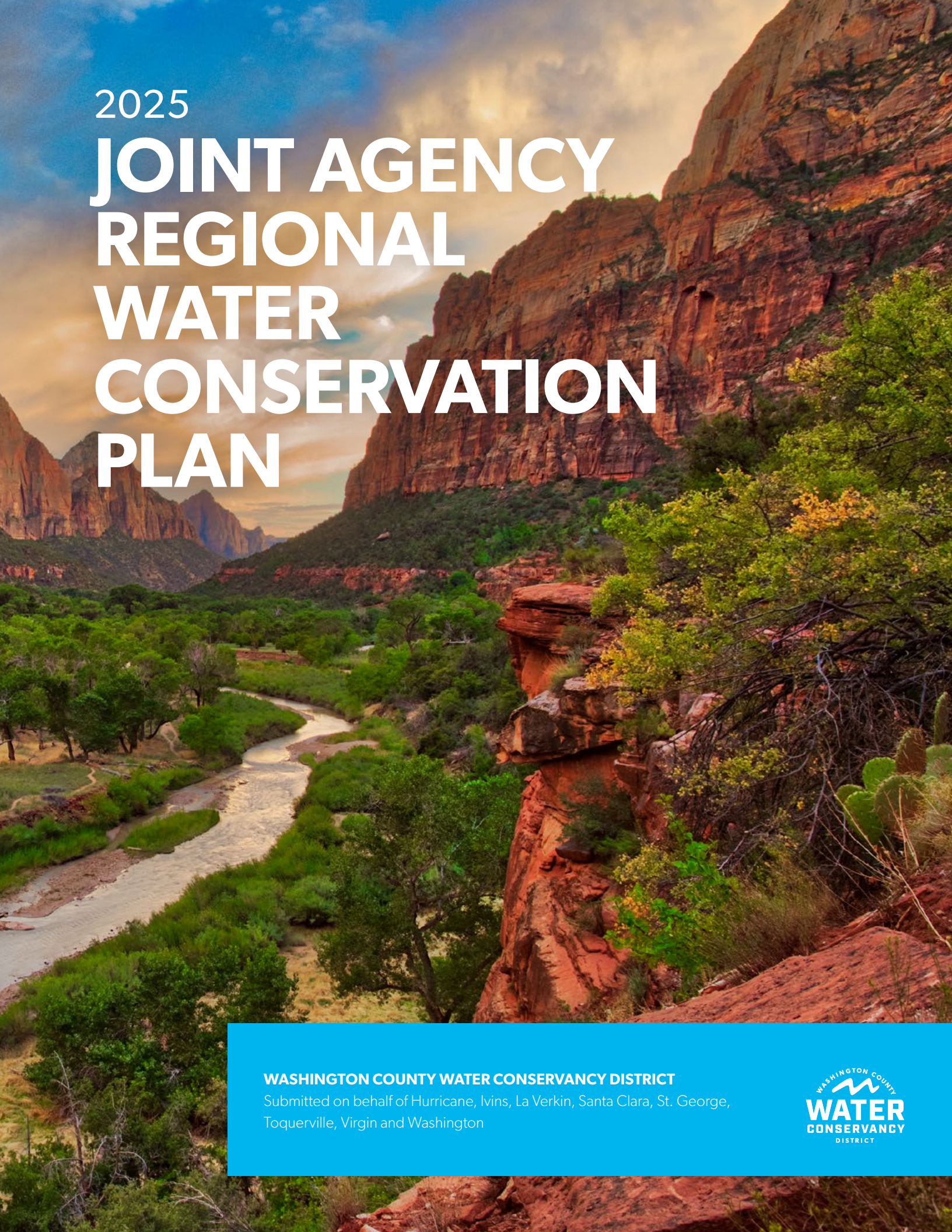
Attest:

_____
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 16th day of October 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



2025

JOINT AGENCY REGIONAL WATER CONSERVATION PLAN

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
Submitted on behalf of Hurricane, Ivins, La Verkin, Santa Clara, St. George, Toquerville, Virgin and Washington

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT

Table of Contents

3 Executive Summary

5 Introduction

7 Water Resource Overview

20-year Conservation Horizon

10 Water Conservation Goal and Programs

12 Regulation

13 Pricing

15 Incentive Programs

17 Education Programs

18 Program Evaluation



EXECUTIVE SUMMARY

Washington is Utah's most arid county. The region's population is expanding rapidly, and the capacity of the Virgin River watershed to support the growing population and economy is limited without aggressive conservation measures.

Through the Regional Water Supply Agreement (RWSA), the Washington County Water Conservancy District (district) supplies eight municipalities. The district also operates two retail water systems. This plan applies to all systems within the RWSA as well as to water systems owned and operated by the district.

To meet expanding water needs, the district is developing a regional water reuse system and has implemented robust conservation initiatives. To a lesser extent, the district will develop additional sustainable supplies through groundwater optimization, voluntary conversion of agricultural water resources and expanded infrastructure to capture and store water in periods of abundance.

The district is relying upon four major strategies to reduce per-capita water demand:

- Regulatory requirements
- Retrofit and incentive programs
- Conservation water rate structures
- Education programs





Regulatory Requirements

While each strategy contributes, the most impactful measures are those that ensure all new development is highly efficient. Through a collective effort, the district and its RWSA partners implemented the state's most stringent uniform water efficiency standards for new development. These standards ensure new homes and businesses are designed and equipped to meet the highest efficiency standards in the State of Utah. At the time this report was prepared, Washington is the only conservancy district to achieve full adoption of conservation policies by all municipalities served by the district. These standards have been designed to reduce demand per connection by approximately one-third.

Each community covered by this plan also has a suite of water use regulations. A summary of all regulatory measures can be found in Figure 8.

Retrofit and Incentive Programs

Prior to 2022, the dominant landscape style in the region was irrigated, cool-season lawns. This landscape treatment uses four times as much water as drip irrigated, water wise landscaping. To reduce existing demand, the district collaborates with the State of Utah to provide incentives to transform lawn areas into water efficient landscaping, saving an estimated 43 gallons per square foot per year.

Despite serving just 7 percent of Utah's population, the district's landscape conversion replacement program consistently produces about one-third of Utah's landscape conversions. More than two million square feet of landscaping was retrofitted during 2023 and 2024.

In 2025, the district implemented a program for Ultra-Water-Efficient (UWE) standards. A home built to UWE standards is estimated to use 30 percent less water than homes built to the current water efficiency codes. This is largely achieved by limiting the irrigated area per dwelling and only allowing swimming pools and lawn in common areas.

Conservation Rates

All municipal partners use increasing block tiered rate structures. In addition, all RWSA partners and district service areas implemented a Regional Excess Water Use Surcharge that strengthens pricing signals to customers using excessive amounts of water. These surcharges are in addition to municipal rates and create incentive to reduce demand through both behavioral and structural changes. Two separate surcharge structures are in use; one designed for the lower demands of new homes and businesses, and another for mature, existing homes.

Education

More than 90 percent of the water services subject to this plan are equipped with Automated Metering Infrastructure (AMI) to improve customers' access to water use data, improve their understanding of their demand and swiftly identify customer-side leaks. The remaining services are anticipated to be AMI-equipped during the term of this plan.

In 2023, the district and its municipal partners engaged in the largest unified effort to implement "billing transparency" programs in conjunction with the Utah Division of Water Resources. In conjunction with water billing data, the program provides new avenues for municipalities to efficiently communicate water use messages and data to their customers using modern methods, including text messaging, email and automated telephone calls.

The district and its partners use a variety of mediums to engage the public, including outreach events, classes, printed materials, websites and social media.

The Red Hills Desert Garden is a five-acre garden that provides inspiration and education on the benefits of water efficient landscapes. The garden is the highest-rated and most-visited garden in the State of Utah, hosting more than 150,000 visitors each year.

INTRODUCTION

The Washington County Water Conservancy District (district) is a not-for-profit public agency that manages Washington County's water needs. Through the Regional Water Supply Agreement, the district manages a regional collaborative with the following entities:

- Casa de Oro Water System
- Hurricane City
- Hurricane Valley Water System
- Ivins City
- La Verkin City
- Santa Clara City
- St. George City
- Toquerville City
- Town of Virgin
- Washington City

The St. George metropolitan area is on the northern cusp of the Mojave Desert. With 8.25 inches of average annual precipitation, it is Utah's most arid metropolitan area. The region is wholly reliant upon the Virgin River Basin, which is highly susceptible to drought and climate change influences.

The St. George Metropolitan Statistical Area is one of the fastest-growing urban regions in the United States. According to the Kem C. Gardner (KCG) Policy Institute at the University of Utah, Washington County's population is projected to grow from 214,000 in 2025 to more than 246,000 in 2030. Furthermore, KCG projects that household sizes will trend downward, which could result in demand for more dwelling units per capita, underscoring the need to ensure new development is highly efficient.

Whereas alignment and collaboration are critical to water resource management in the region, the district and its municipal partners have jointly adopted and submitted this conservation plan.

Through collective adoption of a unified plan, the partners ensure consistent messaging and programming. With the consent of the Utah Division of Water Resources, this plan was submitted on behalf of the eight municipalities subscribed to the Regional Water Supply Agreement in lieu of having each municipality create and submit their own plan. A letter documenting the commitment of the district's municipal partners to implement this plan is provided in Appendix A.

"Washington County, Utah's driest and fastest growing region, is leading the state's water conservation initiatives. Securing a safe, reliable water supply to sustain our expanding economy and growing population is a state priority."

Joel Ferry, Executive Director, Utah Department of Natural Resources



The district has a long history of water conservation programming. It is the first in Utah to implement a water conservation plan, meet the former governor's statewide water conservation goal, eliminate traditional "take or pay" municipal water contracts[1] and create a desert demonstration garden.

As the regional wholesale water provider in Washington County, the district manages water resources, builds and operates regional facilities, ensures water meets or exceeds state and federal standards, and coordinates the regional water conservation program.

Despite its breadth of responsibilities, the district does not have authority to regulate water use by end users; set retail water rates; establish and enforce policies, codes or ordinances or manage growth. These responsibilities lie with towns and cities. Where conservation programs overlap these municipal responsibilities, the district works closely among the coalition of agencies to design and adopt effective strategies.

State Requirements

Utah State statute 73-10-32 requires water providers, including water conservancy districts, to submit a water conservation plan to the Utah Division of Water Resources (DWRe) every five years. Upon request to DWRe, the district has been authorized to submit a unified plan on behalf of all municipalities that subscribe to the Regional Water Supply Agreement.

By code, this plan must meet these provisions:

- a clearly stated overall water use reduction goal and an implementation plan for each of the water conservation measures it chooses to use, including a timeline for action and an evaluation process to measure progress;
- a requirement that each water conservancy district and retail water provider devote part of at least one regular meeting every five years of its governing body to a discussion and formal adoption of the water conservation plan, and allow public comment on it;
- a requirement that a notification procedure be implemented that includes the delivery of the water conservation plan to the media and to the governing body of each municipality and county served by the water conservancy district or retail water provider; and
- a copy of the minutes of the meeting and the notification procedure shall be added as an appendix to the plan.

The district has complied with all statutory requirements in preparing, presenting and distributing this plan. See appendices B and C for documentation.



[1] *Traditional "take or pay" contracts require municipalities to pay for contracted water even if there is no demand for it. Charging municipalities only for water delivered promotes conservation.*

WATER RESOURCE OVERVIEW

Washington County's cities are wholly dependent upon water from the Virgin River Basin. Use of this resource is summarized in Appendix D. Current water supplies come from a combination of groundwater (springs and wells) and surface water (rivers). The reliable yield of these sources is available in Appendix E.

Because most of the available water in the county has been developed, the eight municipalities are dependent upon the district for future water supplies to support expanding economies and populations. Future water supplies will primarily be provided by regional water projects and conservation programs.

Development and management of the region's resources are described in the district's 20-Year Plan to Secure New Water Supplies for Washington County, Utah ("20-year plan"). This document guides development of water supply and infrastructure for the period of 2023 through 2042.

The most significant new resource in the plan is the development of a reuse system projected to recover almost 25,000 acre-feet of water for both potable and non-potable uses. Second only to reuse, the 20-year plan calls for water conservation to reduce demands by 11,400 acre-feet.

Figure 2 shows the quantity and sources of supply needed to meet new demands in accordance with the 20-year plan. Because development of reuse water requires substantial permitting and infrastructure development, reuse supplies are not expected to meaningfully bolster supply until 2030 and beyond. Thus, during the five-year period of this conservation plan, water conservation will be a primary strategy for meeting the needs of our rapidly growing community.

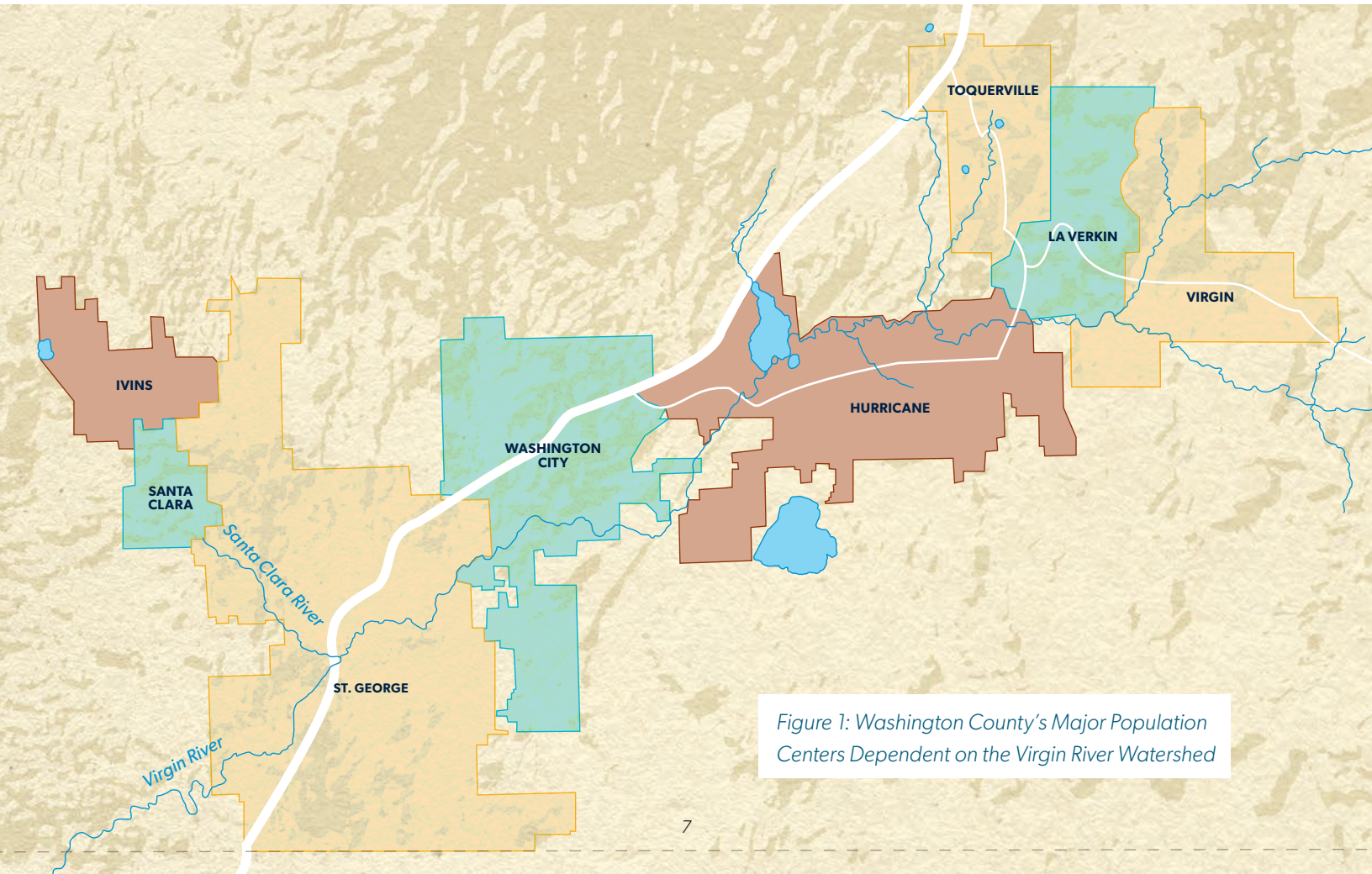
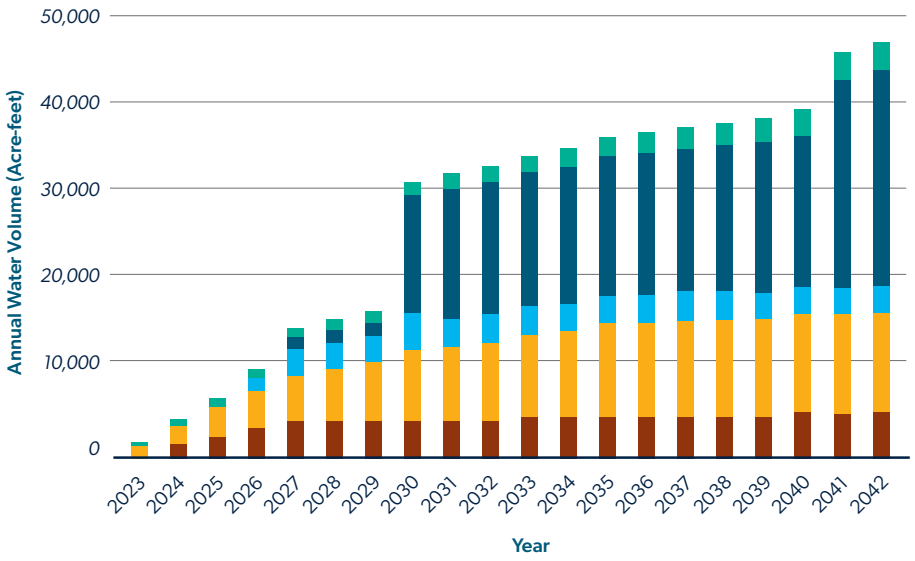


Figure 1: Washington County's Major Population Centers Dependent on the Virgin River Watershed

20-Year Water Supply Plan



New Water Supplies	Estimated Annual Yeild (AFY)
Water Reuse	24,716
Conservation	11,421
New Potable Water Projects	4,787
Groundwater Optimization	3,000
Agriculatural Conversion	3,216
Total New Water	**47,141**
Total Volume Required for 20-Year Growth	**42,746**

Figure 2

Demand Characteristics

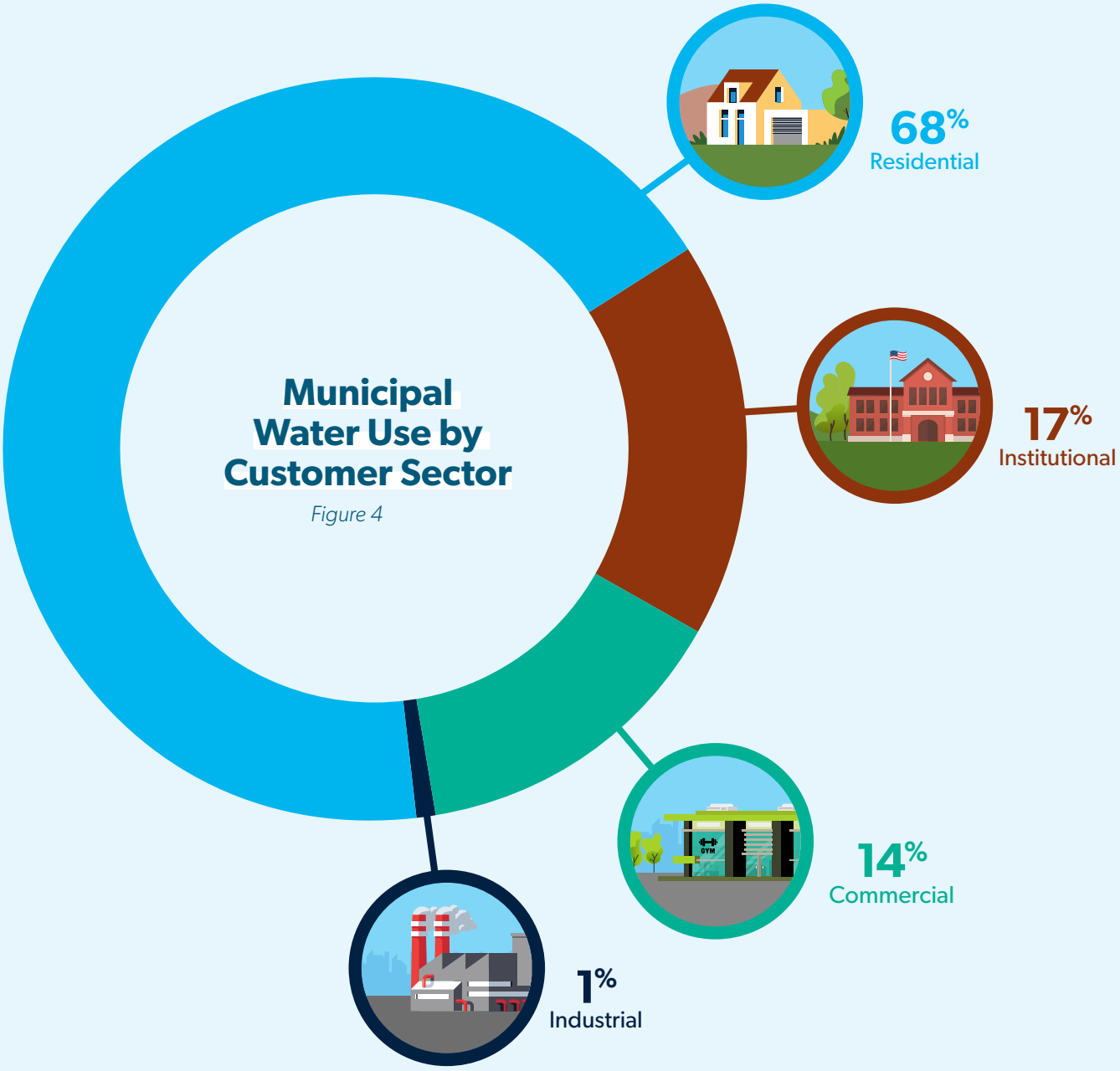
Washington County's climate and relatively limited watershed amplify the weather's influence on both supply and demand. For example, precipitation is most abundant when evapotranspiration is lowest, which allows irrigation to largely be suspended from December through February. However, weather patterns are characterized by dry spells that may span from April into July, when evapotranspiration rates are highest.

These climatic patterns mean the region is highly dependent upon snowpack within the Virgin River Basin, which allows the region to fill reservoirs with winter and spring runoff, then rely upon the stored water to meet urban and agricultural needs through peak season.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOT
Precip	1.07	1.02	0.93	0.53	0.39	0.19	0.67	0.76	0.6	0.68	0.64	0.77	8.25
ETo	1.6	2.2	3.92	5.23	7.06	8.47	8.69	7.72	5.83	3.82	2.13	1.37	58.04
Deficit	-0.53	-1.18	-2.99	-4.7	-6.67	-8.28	-8.02	-6.96	-5.23	-3.14	-1.49	-0.6	-49.8

Figure 3

Although demand may vary each year, about 70% of the total urban water supply is consumptively used. Among consumptive uses, landscape irrigation dominates. Lesser consumptive demands include system losses, evaporative cooling and evaporation from water bodies, such as fountains and pools.



WATER CONSERVATION GOAL AND PROGRAMS

Conservation Goal

The district's 20-year plan projects conservation will reduce water demand of properties connected to the system prior to 2023 by 11,400 acre-feet between 2022 and 2042. This represents a reduction of 18 percent from pre-2022 demand.

During the five-year period covered by this plan (2025-2029), the district aims to achieve approximately 5,200 acre-feet of water use reductions on pre-2023 properties; a reduction of 7.7 percent.

Figure 5 illustrates projected progress timeline for achieving the conservation goals.

Projected Conservation

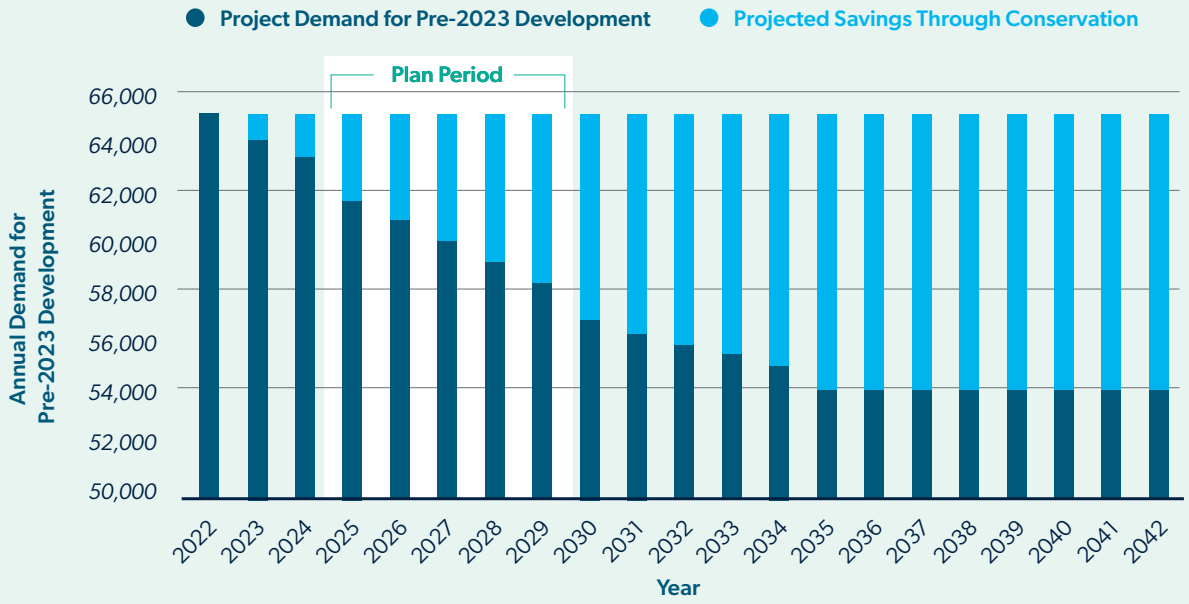


Figure 5

Program Strategies

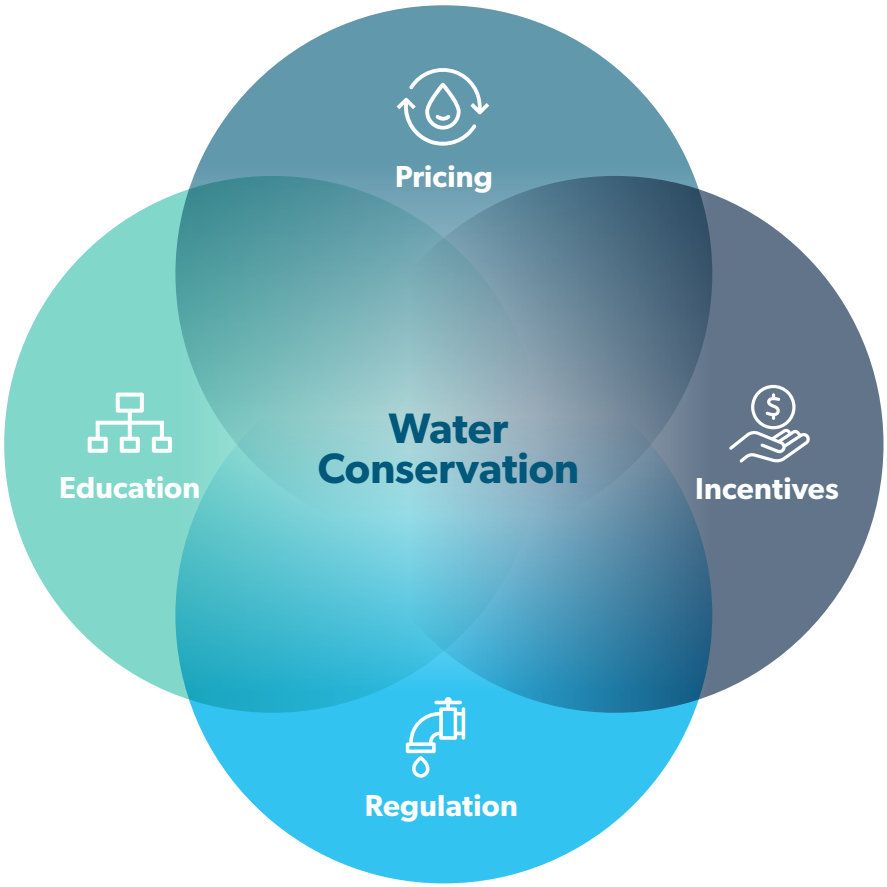
The four pillars of successful conservation programs are **regulation, pricing, incentives,** and **education.**

Each of these arenas may produce synergy with the others. For example, a customer who incurs excess use surcharges may seek education or incentive programs to decrease their use.

The most powerful of these strategies are pricing and regulation, both of which are largely outside the authority of the district and can only be implemented through consent and action of municipalities. The district, in concert with the municipalities, implements education, outreach and incentive programs.

An additional measure, often outside the realm of traditional conservation programs, is management of non-revenue water. There are two classes of non-revenue water loss: apparent losses and real losses. Apparent losses involve water taken from the system for beneficial use but not metered and billed. Apparent loss can result from unauthorized connections or under-registering meters, for example. Real water losses are most commonly leaks where water is lost from treatment, storage and delivery infrastructure. While real losses are considered most relevant to managing water resources, both types of loss are relevant to water efficiency. For example, apparent losses are disconnected from rate signals, thus the end user is less likely to manage water effectively to reduce their costs.





REGULATION

Modifying community water demand requires social and behavioral change along with alterations to the built environment. While existing developed property may become subject to more stringent water use expectations through water use policy, it is also vital to ensure that newly developed properties are designed and equipped for long-term water efficiency.

Development Standards

The Washington County Water Conservancy District is the only Utah district to achieve unity among its participating municipalities in the adoption of uniform water efficiency standards. These standards, which were originally adopted in 2022 and strengthened in 2023, include the following measures:

- WaterSense plumbing fixtures
- Residential hot water recirculation
- Prohibition on non-functional lawn in all non-residential development
- Limitation on residential lawn area
- Irrigation system design minimum requirements
- WaterSense irrigation controller
- Mulch on planting beds
- Ornamental water feature limitations
- Car wash efficiency standards
- Golf course water efficiency plans
- Prohibition on master metering separate parcels
- Separate meter required on non-residential landscape over 5,000 square feet

In addition to the uniform regional standards, some communities have implemented additional conservation measures. These measures are included in Figure 8.

Water Use Regulations

A comprehensive table of regulatory measures is in Figure 8. All customer types are subject to the following policies in all RWSA municipalities:

- Prohibition on the waste of water—All jurisdictions have ordinances or water service policies that prohibit the waste of water.
- Requirement to connect to water and sewer systems—This measure provides greater opportunity to manage regional water demand and ensures greater production for the regional water reuse system.
- Mist system regulations—Mist systems are only allowed to be operated in certain seasons and conditions.
- Requirement to repair leaks—All jurisdictions have policies allowing penalties or termination of water service for failure to address significant, known leaks.

WATER PRICING

Because the district's municipal partners are not-for-profit public utilities, they collect revenue only to meet the expense of operations and infrastructure. The municipalities' costs vary based upon their infrastructure, labor costs, debt service expenses and other factors. Furthermore, each municipality is governed by its own board of elected officials, which has the responsibility for adopting rate structures that produce the necessary revenue, provide affordable water for low and moderate users, and send pricing signals to heavy water users to encourage conservation.

All municipal partners use an increasing block tiered rate structure to achieve these objectives, but the tiers and rates may vary by city. See Appendix F to view the 2025 water rate structure of the district's municipal partners.

Effective January 1, 2019, the district and its municipal partners implemented a uniform excess use surcharge for all accounts that established a surcharge threshold for each meter size. For the most common meter, ¾ inch, any water use in excess of 36,000 gallons is charged an additional $1.00 per thousand gallons (Kgal). Revenue collected from this surcharge is used for regional conservation programs. Because the threshold applies in all months, surcharges are predominantly assessed during peak summer irrigation demand. An example of how the surcharge may affect a heavy water user is illustrated in Figure 6.



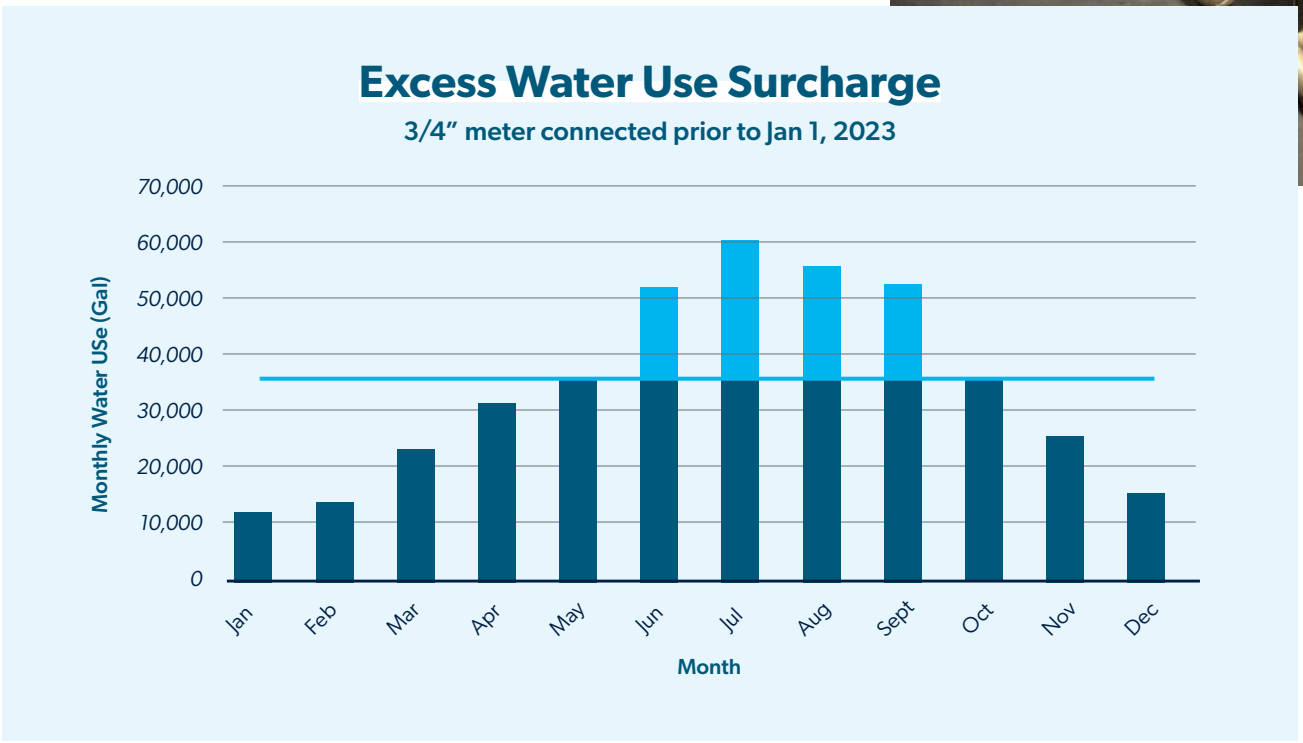


Figure 6

In 2022, RWSA members implemented stringent development standards for new construction. The new homes were projected to use an average of 33 percent less water than existing housing inventory. To ensure new homes meet that potential, the district imposed a unique surcharge structure for facilities connecting to the water system on or after January 1, 2023. These properties are subject to a seasonal surcharge threshold, wherein the threshold is raised and lowered in accordance with historic weather patterns. The surcharge for exceeding the threshold in any month is $10 per 1,000 gallons (kgal), which is among the most impactful conservation pricing signals in the nation. The seasonal surcharge for new development is illustrated in Figure 7.

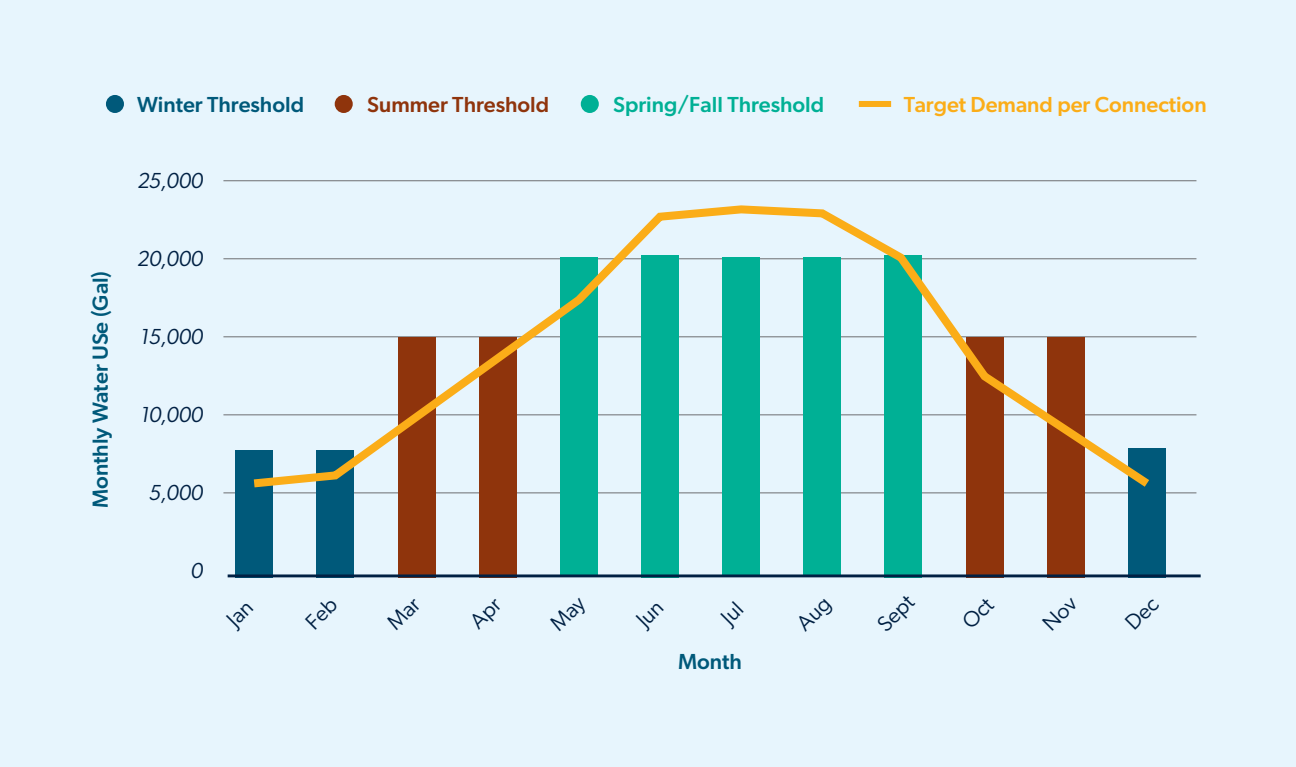


Figure 7

Additional rate increases are anticipated to occur during the five-year plan period, largely as a result of implementing expanded resource and infrastructure initiatives. While it is not possible to predict how future costs will be reflected in rates, municipalities will be encouraged to sustain and strengthen conservation rate structures.

INCENTIVE PROGRAMS

Through uniform, regional adoption of water efficiency standards for new development, the region has effectively limited the number of properties eligible for retrofit incentives. This ensures resources can be focused upon properties constructed prior to 2023.

The following programs are available to provide financial assistance to property owners throughout the region.



Water Efficient Landscapes Program

This program pays applicants $2.00 per square foot for converting irrigated lawns to water efficient landscape. The Utah Department of Natural Resources estimates these conversions save 43 gallons per square foot per year.

Despite comprising just seven percent of Utah's population, Washington County is the state leader accounting for more than one-third of conversions statewide.

As of the close of 2024, the program has incentivized conversion of more than two million square feet of landscape. These conversions are estimated to save almost 100 million gallons annually.



Smart Irrigation Controller Rebates

Weather-based irrigation controllers, commonly called "smart controllers," are rebated through a program funded by the state. Information about the program can be found at SlowTheFlow.org. The district promotes the program and conducts administrative support to ensure applicants qualify for the program. Smart controllers have tremendous potential in the region because they are able to make automatic program changes based upon real-time weather and suspend irrigation during rainfall events.

More than 20 percent of Washington County's dwelling units are so-called "secondary residences," where the owners only occupy the home seasonally. Smart irrigation controllers have great potential to improve irrigation efficiency for properties with absentee owners.



High Efficiency Toilet Rebates

Homes with 1.6 gallon per flush (gpf) toilets are eligible for replacement rebates to install 1.28 gpf WaterSense certified fixtures through a program funded by the state. Information about the program can be found at SlowTheFlow.org. The district promotes the program and provides administrative support to ensure applicants are qualified. By replacing older toilets with modern, water efficient fixtures, a home may conserve more than 12,000 gallons annually.



Public Agency Water Efficiency Rebate

In 2024, the district created a program to reinvest excess use surcharge revenue into the communities that implemented surcharges. Any publicly funded agency may submit water conservation proposals to the district for consideration. The program pays $50 per 1,000 gallons of reduction in annual water use ($16,300 per acre-foot), not to exceed 50 percent of the project costs. Subsidized projects must have a lifespan of not less than 10 years.



Ultra-Water-Efficient (UWE) Development

In concert with the Southern Utah Homebuilders Association, the district developed a voluntary standard for ultra-water efficient development. Homes built to the UWE standards are anticipated to require just 0.39 acre-feet of water resources annually. Because the lower water demand will result in reduced impact fees, the district anticipates substantial program growth in 2026.



EDUCATION PROGRAMS

Education programs are primarily delivered at a regional level through the district's conservation department. Citizens from throughout the region receive messaging and are eligible for educational services.

Red Hills Desert Garden

Located adjacent to the district's offices, Red Hills Desert Garden uses passive and active educational programming to advance water efficient landscape and irrigation practices. The five-acre garden typically hosts more than 150,000 visitors annually, making it the most-visited educational garden in the State of Utah, and the highest-rated attraction in the St. George metropolitan area. The garden is open 365 days per year.

The garden also hosts interpretive tours for school classes and other organized groups. The garden hosts many special and seasonal events to increase engagement.

Trainings and Seminars

The district hosts more than 40 free classes annually on topics such as succulents, landscape conversion, tree selection and care, and other topics relevant to water efficient landscaping.

General Community Outreach

The district and the municipalities conduct ongoing community engagement through messaging. Initiatives include social media posts, e-newsletters, water bill inserts, and community events.

These programs incorporate all the best management practices suggested by the Utah Division of Water Resources.[2]

[2] *https://conservewater.utah.gov/wp-content/uploads/2021/04/Best-Management-Practices.pdf*



Program Evaluation Process

A systematic evaluation process is critical to assessing the effectiveness of the program's conservation strategies and progress toward the regional goal. The district and its municipal partners (the program partners) will use their existing contractual relationship under the Regional Water Supply Agreement to facilitate the evaluation process, which includes regular meetings of a technical advisory committee comprised of water officials from each partner municipality.

Some of the conservation measures lend themselves to quantitative analysis and some are more subjective. For conservation measures with well-defined independent variables, the program partners will conduct an evaluation at least once during the term of this plan. For example, after new homes have been afforded adequate time to have established landscape, the partners will evaluate the water use characteristics of new homes and compare them to older homes of similar scale. The partners will also conduct pre-post evaluation of landscape conversion programs, or the change in landscape water use at properties that have adopted smart controllers.

The program partners anticipate conducting the following evaluations within the planning period:

- Demand characteristics of pre-2023 connections
- Demand characteristics of post-2023 connections
- Demand reduction of Water Efficient Landscape Program participants
- Demand characteristics of smart controller adopters

Not all conservation efforts can be evaluated with empirical evidence. For example, it is difficult to measure how many gallons of water are saved because someone visited a garden. Just the same, these engagements are known to influence community members to embrace conservation efforts.

Looking more holistically, the district and the program partners will review the overall impact of the collective conservation program on the community-wide changes in water use on an annual basis.







Conservation Measures

	HURRICANE	IVINS	LA VERKIN	SANTA CLARA	ST. GEORGE	TOQUERVILLE	VIRGIN	WASHINGTON
REGULATORY MEASURES - DEVELOPMENT								
WaterSense Plumbing Fixtures Required	✓	✓	✓	✓	✓	✓	✓	✓
Residential Hot Water Recirculation	✓	✓	✓	✓	✓	✓	✓	✓
Limitation on Residential Lawn Area	✓	✓	✓	✓	✓	✓	✓	✓
Prohibition on non-residential, non-functional lawn areas	✓	✓	✓	✓	✓	✓	✓	✓
Irrigation system design minimum requirements	✓	✓	✓	✓	✓	✓	✓	✓
WaterSense Irrigation Controller Required	✓	✓	✓	✓	✓	✓	✓	✓
Mulch required on planting beds	✓	✓	✓	✓	✓	✓	✓	✓
Ornamental Water Feature Limitations	✓	✓	✓	✓	✓	✓	✓	✓
Car Wash Efficiency Standards	✓	✓	✓	✓	✓	✓	✓	✓
Golf Course water efficiency plans	✓	✓	✓	✓	✓	✓	✓	✓
Municipal water prohibited for irrigation of new golf courses	✓				✓		✓	
Prohibition on master metering separate parcels	✓	✓	✓	✓	✓	✓	✓	✓
Separate meter required on large landscape	✓	✓	✓	✓	✓	✓	✓	✓
Swimming pool size limitations		✓						
REGULATORY MEASURES – WATER USE								
Water waste prohibition	✓	✓	✓	✓	✓	✓	✓	✓
Mist system regulations	✓	✓	✓	✓	✓	✓	✓	✓
Prohibition on HOA requiring lawn grass (2)	✓	✓	✓	✓	✓	✓	✓	✓
Requirement to connect to municipal water & Sewer	✓	✓	✓	✓	✓	✓	✓	✓
Requirement to repair leaks	✓	✓	✓	✓	✓	✓	✓	✓
PRICE SIGNALS								
Increasing block tiered water rates	✓	✓	✓	✓	✓	✓	✓	✓
Excess Use Surcharges	✓	✓	✓	✓	✓	✓	✓	✓
INCENTIVE PROGRAMS								
Lawn Replacement Payments	✓	✓	✓	✓	✓	✓	✓	✓
Toilet Retrofit Rebate	✓	✓	✓	✓	✓	✓	✓	✓
Smart Irrigation Controller	✓	✓	✓	✓	✓	✓	✓	✓
Public Agency Water Efficiency Rebate	✓	✓	✓	✓	✓	✓	✓	✓
EDUCATION PROGRAMS								
Transparent Water Billing Program	✓	✓	✓	✓	✓	✓		✓
AMI - Automated Metering Infrastructure	✓	PENDING	✓	✓	✓	✓		✓
Access to Community Demonstration Gardens	✓	✓	✓	✓	✓	✓	✓	✓
Seasonal Watering Schedules	✓	✓	✓	✓	✓	✓	✓	✓
RELATED EFFORTS								
Non-Revenue Water Management Programs	✓	✓	✓	✓	✓	✓	✓	✓

Figure 8

Appendix A:

Municipal Commitment to Implement the Joint Agency Water Conservation Plan

June 5, 2025

Utah Division of Water Resources
1594 W North Temple #310
Salt Lake City, UT 84116

Subject: Statement of support and commitment to implement the Washington County Water Conservancy District's Joint Agency Regional Water Conservation Plan

Director Hasenyager,

We formally express our collective commitment to the adoption and implementation of the Washington County Water Conservancy District's Joint Agency Regional Water Conservation Plan and acknowledge the updated five-year compliance date.

As elected officials representing rapidly growing communities in the most arid region of the state, we recognize the urgent need to safeguard and efficiently manage our water resources. Having a joint agency plan offers several key benefits, including:

1. Improved public understanding with clear and consistent messaging
2. Simplified report development, data collection, analysis, tracking and enforcement
3. Enhanced equity for all municipal customers of the district

We appreciate the Division of Water Resources and share your commitment to be wise stewards of Utah's water supply.

Sincerely,

Michele Randall
St George City Mayor

Chris Hart
Ivins City Mayor

Kress Staheli
Washington City Mayor

Nanette Billings
Hurricane City Mayor

Rick Rosenberg
Santa Clara City Mayor

Kelly Wilson
La Verkin City Mayor

Justin Sip
Toquerville City Mayor

Jean Krause
Virgin City Mayor

Appendix B:

Notification Procedure

- Letter transmitting Conservation Plan to media representatives
- Letter transmitting Conservation Plan to governing bodies of each municipality and county served
- Copies of notices of public meetings

Washington County Water Conservancy District
Hurricane City
Ivins City
La Verkin City
Santa Clara City
St. George City
Toquerville City
Washington City
Virgin Town

Appendix C:

Minutes of the Washington County Water Conservancy District Board of Trustees Meeting in which the 2025 Water Conservation Plan Was Adopted

Washington County Water Conservancy District

» Resolution Adopting Regional Conservation Plan Minutes

Hurricane City

» Resolution Adopting Regional Conservation Plan Minutes

Ivins City

» Resolution Adopting Regional Conservation Plan Minutes

La Verkin City

» Resolution Adopting Regional Conservation Plan Minutes

Santa Clara City

» Resolution Adopting Regional Conservation Plan Minutes

St. George City

» Resolution Adopting Regional Conservation Plan Minutes

Toquerville City

» Resolution Adopting Regional Conservation Plan Minutes

Washington City

» Resolution Adopting Regional Conservation Plan Minutes

Virgin Town

» Resolution Adopting Regional Conservation Plan Minutes

Sample Resolution Adopting Joint Agency Regional Conservation Plan

Whereas Utah's Water Conservation Act (Utah Code 73-10-32) requires [Municipality] to adopt and file a water conservation plan with the Utah Division of Water Resources (Division); and

Whereas [Municipality] is a participant in the Regional Water Supply Agreement and collaborates with the Washington County Water Conservancy District and other partner municipalities (the program partners) to ensure that adequate supplies of water are available for future needs; and

Whereas [Municipality] and the program partners have developed a Joint Agency Water Conservation Plan (the Regional Conservation Plan) to meet the requirements of the Water Conservation Act; and

Whereas, the Regional Conservation Plan contains a regional conservation goal, a timeline for action, and an evaluation process for assessing progress toward the conservation goal;

NOW THEREFORE, be it resolved that:

[Municipality] hereby adopts the Joint Agency Regional Water Conservation Plan.

Dated this _____ day of _____, 2025.

By:

_____

Mayor

Appendix D:

Potable and Secondary Water Uses by Agency

2024	Potable Water										
	Population served	Total ERC	City Production	Wholesale Purchases	Total All Sources	Total Retail Sales	Wholesale Sales	Net Potable Sources	Non-Revenue Water	Source Water AF per ERC	Peak Day Demand
Hurricane City	26,105	12466.52	5,515.78	1987.16	7,503	5799.16	245.62	7257.38	19.43%	0.58	22.64
Ivins City	9,910	5467.00	0	2370.00	2370	2037.00	7.84	2362.16	13.71%	0.43	12.43
La Verkin	4,805	2199.00	611	177.88	788.88	659.90	0.00	788.88	16.35%	0.36	3.62
Saint George City	112,800	42904.54	13,748.42	19937.51	33685.94	26666.92	3332.89	30353.05	10.94%	0.71	148.6
Santa Clara City	9,265	4034.08	1,732.64	637.86	2,370.50	1755.39	51.49	2319.01	23.78%	0.57	10.84
Toquerville City	2,633	910.53	277.27	15.18	292.45	253.17	9.15	283.30	10.30%	0.31	1.5
Virgin Town	734	537.44	0	276.46	276.46	239.05	0.00	276.46	13.53%	0.51	1.15
Washington City	45865	19998.51	3,792.59	5,725.26	9,517.85	8835.62	0.00	9517.85	7.17%	0.48	44.65
Total	212,117	88,518	25,678	31,127	56,805	46,246	3,647	53,158	N/A	0.495	NA

2024	Secondary Water					
	Secondary Water City	Secondary Water Purchases	Secondary Wholesale Sales	Net Secondary Water	Percent non-Agricultural	M&I Secondary
Hurricane City	-	2,590.63	-	2,590.63	0.86	2227.94
Ivins City	-	-	-	-	-	0.00
La Verkin	1,935.00	-	-	1,935.00	0.79	1528.65
Saint George City	646.77	5,922.93	1,977.04	4,592.66	0.99	4536.63
Santa Clara City	-	293.25	-	293.25	1.00	293.25
Toquerville City		1,922.52		1,922.52	0.40	769.01
Virgin Town	-	-	-	-	-	0.00
Washington City	2,124.34	465.63	-	2,589.97	1.00	2589.97
Total	4,706	11,195	1,977	13,924	NA	11,945.45

Secondary water from TSWS system owned by WCWCD

Values as reported to the State of Utah for 2024. https://waterrights.utah.gov/asp_apps/generalWaterUse/WaterUseList.asp

Appendix E:

Reliable Yield of Potable and Secondar Water Sources by Agency

Reliable Annual Yields from District Potable Water Supplies

District Potable Supply	Source Yield Scenario		
	Baseline Reliable Yield (AF)	50th Percentile Yield (AF)	10th Percentile Yield (AF)
Quail Creek/Sand Hollow	27,400	24,920	7,000
Crystal Creek	2,000	1,819	510.9
Sand Hollow Natural Recharge/Recharge and Recovery	7,800	7,256	3,235
Toquerville Springs	1,640	1,590.8	1,180.8
Cottam Well Field	85	82.5	61.2
Total	38,925	35,668.1	11,987.8

Reliable Annual Yields from RWSA Partners' Potable Water Supplies

St. George City Potable Water Supply	Source Yield Scenario		
	Baseline Reliable Annual Yield (AF)	50th Percentile Annual Yield (AF)	10th Percentile Annual Yield (AF)
Mountain Springs	1,230.0	1,230.0	885.6
City Creek Wells, Millcreek Wells, Ledges Wells, Tolman Wells	3,716.0	3,716.0	3,344.5
Gunlock Wells	9,811.0	9,811.0	8,830.0
Snow Canyon Wells	1,152.0	1,152.0	1,036.8
West City Springs	564.0	547.1	406.1
Subtotal	16,473.0	16,456.1	14,503.0
Washington City Potable Water Supplies			
Well #2, Well #3, Well #4, Well #5, Well #6, Grapevine Well #1, Grapevine Well #2	2,666.0	2,585.6	1,919.2
Subtotal	2,666.0	2,585.6	1,919.2
Hurricane City Potable Water Supplies			
Stratton Well #1, Stratton Well #2, West Well	2,100.0	2,100.0[3]	1,512.0
Toquerville Springs & Ash Creek Springs	1,420.4	1,378.0	1,023.0
Subtotal	3,520.4	3,478.0	2,535.0
Ivins City Potable Water Supplies			
Snow Canyon Wells (Snow Canyon Compact)	392.6	380.8	282.6
Gunlock Well Agreement with St. George	614	614	552.6
Subtotal	1,006.6	994.8	835.2
Santa Clara City Potable Water Supplies			
Snow Canyon Wells (Snow Canyon Compact)	1,071.5	1,039.3	771.5
Snow Canyon Wells (Well #6 and #7)	1,479.1	1,434.7	1,065.0
Sheep Spring, Miller Spring, Beecham Spring, Gray Springs	95.2	92.3	68.5
Subtotal	2,645.8	2,566.3	1,905.0
La Verkin City Potable Water Source			
Ash Creek Springs & Upper Ash Creek Springs	473.4	459.1	340.8
Toquerville Springs	241.1	233.8	173.6
Subtotal	714.5	692.9	514.4
Toquerville City Potable Water Supplies			
Toquerville Springs	538.8	522.6	387.9
Ash Creek	18.6	18	13.4
Subtotal	557.4	540.6	401.3
TOTAL	27,583.7	27,314.3	22,613.1

Data in appendix E were derived from the district's January 2023 master plan. For details on methodology, please visit: https://www.wcwcd.gov/wp-content/uploads/2025/07/2023masterplanpublic.pdf

Reliable Annual Yield of District Secondary Irrigation Supplies

District Secondary Irrigation Supply	Source Yield Scenario		
	Baseline Reliable Yield (AF)	50th Percentile Yield (AF)	10th Percentile Yield (AF)
Ence Wells	370.0	359.0	266.0
Toquerville Springs[1]	678.0	632.0	487.0
Total	1,048.0	991.0	753.0

[1]Represents the value available for M&I secondary demand, excluding water used for agriculture or potable use.

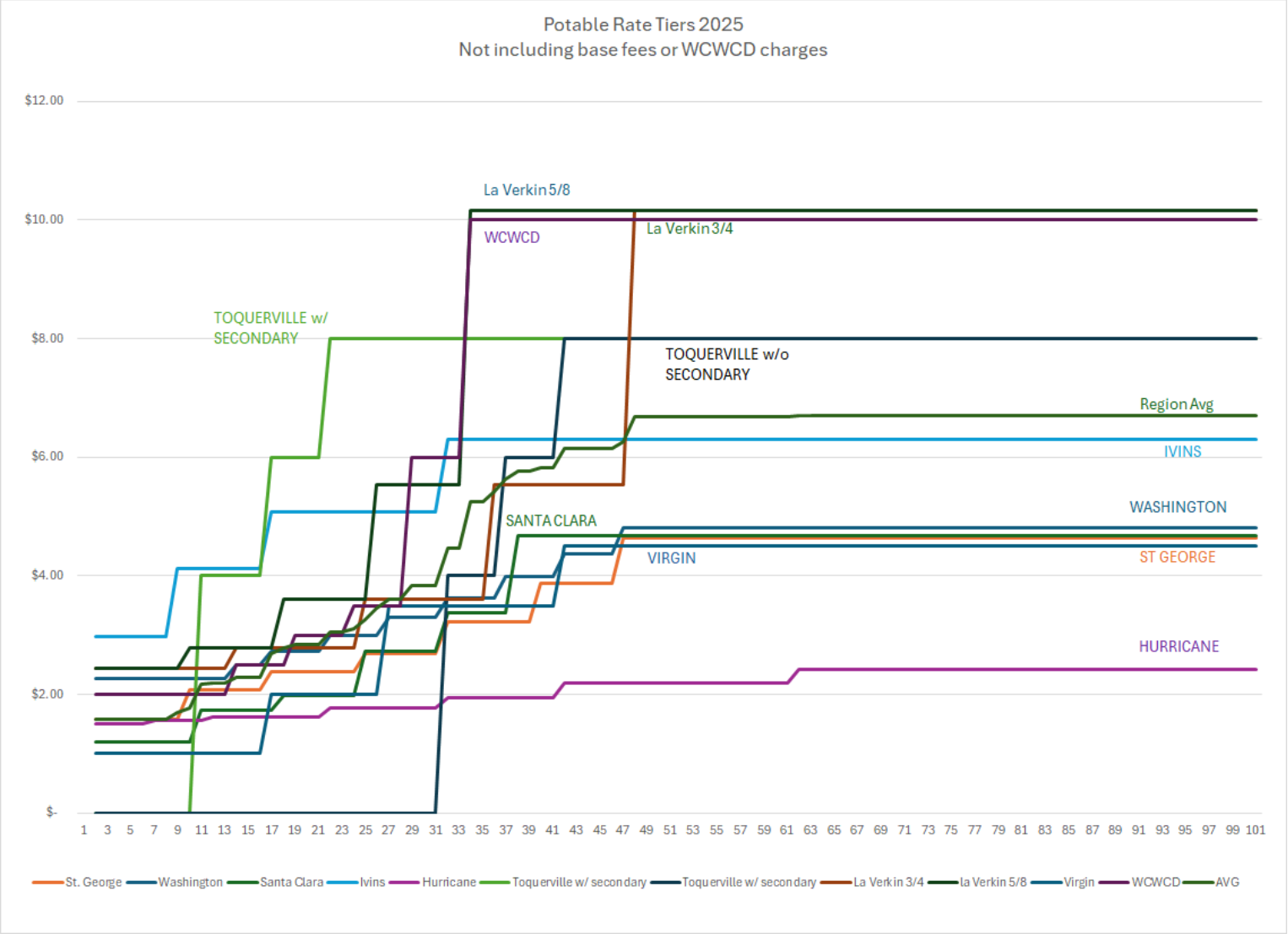
Reliable Annual Yield of RWSA Partner Secondary Irrigation Supplies

St. George City Secondary Irrigation Supplies	Source Yield Scenario		
	Reliable Annual Yield (ac-ft)	50th Percentile Yield (ac-ft)	10th Percentile Yield (ac-ft)
Sunbrook Wells, Mathis Well, Moores Well, Sunset Well	2,873.3	2,873.3	2,586.0
West City Springs	550.0	512.7	394.8
East City Springs	480.0	447.5	344.5
SGWRF Reuse Facility[1]	4,400.0	4,400.0	4,400.0
St. George Clara Fields Canal Company	712.0	663.7	511.1
New Santa Clara Water Company	5.0	4.7	3.6
St. George Valley Irrigation Company	1,768.0	1,648.2	1,269.0
Bloomington Water Company	1,247.0	1,162.5	895.1
St. George Washington Fields Canal Company	1,932.0	1,801.1	1,386.7
Millcreek Water Company	670.0	624.6	480.9
Subtotal	14,637.3	14,138.2	12,271.7
Washington City Secondary Irrigation Supplies			
Mill Creek (Tanner Ditch)	306.5	285.8	220.0
Price/Pierce Springs	11.3	10.5	8.1
Prisbrey/Westover/Sproul Spring	206.2	192.2	148.0
Adair Spring, Warm Spring, Unnamed Spring	384.6	358.6	276.1
Green Spring, Calvin Hall Spring	126.5	118.0	90.8
Mascrew, Iron Bush, Cottonwood Spring	4.1	3.9	3.0
Green Stream	2.5	2.3	1.8
Sullivan Well	119.0	115.4	85.7
Well #1[2]	0.0	0.0	0.0
Subtotal	1,160.8	1,086.6	833.5
Hurricane City Secondary Irrigation Supplies			
Virgin River	193.4	180.3	138.8
Hurricane Canal Company	1,561.5	1,455.6	1,120.8
Subtotal	1,754.8	1,635.9	1,259.6
Ivins City Secondary Irrigation Supplies			
St. George Clara Irrigation Company	96.9	90.3	69.6
Ivins Irrigation Company	51.8	48.3	37.2
Santa Clara Irrigation Company	24.8	23.1	17.8
Subtotal	173.5	161.7	124.5
Santa Clara City Secondary Irrigation Supplies			
Rex Jackson Sunbrook Well	95.0	92.2	68.4
Crystal Lakes Sunbrook Well	120.0	116.4	86.4
Ralph Hafen Well	7.6	7.3	5.4
McDermitt Well	150.0	145.5	108.0
J. Ross Hurst Entrada Well	26.2	25.4	18.9
Irrigation Company Shares	53.1	49.5	38.1
Subtotal	451.9	436.3	325.2
La Verkin Secondary Irrigation Supplies			
Virgin River (via Quail Creek Pipeline Diversion)	2,630.2	2,451.9	1,887.9
Subtotal	2,630.2	2,451.9	1,887.9
TOTAL	20,808.6	19,910.8	16,702.5

[1]Availability of wastewater reuse water assumed to be unaffected by climate change scenarios.

Appendix F:

Potable Water Rate Structure



Monthly Service Fee	
Ivins	$19.67
St. George	$22.75
Washington	$23.34
Hurricane	$36.43
Santa Clara	$37.25
La Verkin 5/8	$46.07
Toquerville w/ secondary	$55.00
Toquerville w/o secondary	$55.00
Virgin	$60.00
La Verkin 3/4	$66.34

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a contract with Avenue Consultants for design services for the Sand Hollow State Park Second Access project.

Discussion: Hurricane City has selected Avenue Consultants and their subconsultant team to design the Sand Hollow State Park Second Access project. Avenue has prepared a project scope with associated cost proposal. The design fee has been negotiated to fit within the parameters of the original concept estimate.

Findings: The design fee has been negotiated to fit within the parameters of the original concept estimate. The proposed design fee amount is $607,192.92. The concept estimated design cost is $650,000.

Recommendation: Staff recommends approval. – Arthur LeBaron

HOUR DERIVATION and LABOR COST

Project Name **Sand Hollow Entrance**

AVENUE

PROJECT ACTIVITIES	Total Number of Hours	Total Labor Cost
Stage 0: Concept		
Stage 1: Scoping	594	$ 123,759.63
Stage 2: Geometry Review (30%)	602	$ 106,459.96
Stage 3: Plan in Hand (65%)	698	$ 115,500.74
Stage 4: PS&E (90%)	723	$ 122,798.81
Stage 5: Advertisement (100%)	152	$ 30,699.02
Stage 6: Post Advertisement	56	$ 12,435.76
Summary of Hours	**2825**	
Summary of Raw Labor Expense	**$**	**511,653.92**
Other Direct Costs:	$	95,539.00
TOTAL:	**$**	**607,192.92**

Sand Hollow Entrance Avenue Project No. 25-257 Contract Mod Date Date Updated 9/10/2025

PROJECT ACTIVITIES	Blair Tomten	Brady Shakespear	Brett Jensen	Brian Shewell	Christine Soper	Craig Yates	Daryl Friant	David Bassett	Duke Richardson	Ethan Greene	Isaac Lopez	Jerry Amundson	Jordan Christensen	Josh Lofthouse	Justin Peterson	Kim Noetzel	Lauren (Phillips) Fowler	Layce Webber	Lia Herrod	Lingkun Li	Madeline Beaver	Malia Moore	Martin Glaubitz	Matt Montgomery	Megan Ewell	Mike Herbst	Nick Betts	Nick Gayer	Ramin Hameedi	Ryan Herbst	Spencer Taylor	Samuel Olson	Sharice Walker	Tia Crow	Trevor Wilson	Jeremy P Christensen	Bruce Palmer	Total Hours	Labor Cost	Burdened Labor Cost
	$ 251.73	$ 199.90	$ 266.54	$ 261.21	$ 88.11	$ 270.98	$ 222.12	$ 273.94	$ 211.75	$ 167.33	$ 140.67	$ 285.79	$ 125.87	$ 155.48	$ 266.54	$ 206.36	$ 142.15	$ 85.88	$ 103.65	$ 186.58	$ 107.36	$ 89.32	$ 239.88	$ 168.81	$ 30.00	$ 202.87	$ 251.73	$ 125.87	$ 137.71	$ 146.60	$ 190.65	$ 106.62	$ 152.52	$ 206.36	$ 139.93	$ 118.46	$ 308.00			
1B1 - Develop Base Mapping/Existing Surface	0	0	0	0	0	30	16	0	0	0	0	0	0	0	0	0	0	0	0	0	42	0	0	0	0	28	0	0	0	22	0	0	0	0	0	0	0	138	$ 25,098.00	$ 25,098.00
SURVEY CONTROL SHEET (INCLUDES .DGN AND .PDF FILES)						6															20																	26	$ 3,773.08	$ 3,773.08
Mobile Lidar Included as ODC (Covers travel time, mobilization, planning, set targets, GPS targets, level targets, register point cloud data, export point cloud, extract roadway elements to clear zone)																																						0	$ -	$ -
Drone Mapping (includes planning, set targets, flight, registration, extraction)																					10					20				2								32	$ 5,424.20	$ 5,424.20
GPS Fence lines, delineators, surface utilities, drainage																					12									8								20	$ 2,461.12	$ 2,461.12
GPS ROW Mons and Section Corners (16)						16	16																															32	$ 7,889.60	$ 7,889.60
BASE MAPPING (INCLUDES .EXTOPO FILE)																										8												8	$ 1,622.96	$ 1,622.96
ADDITIONAL BASE MAPPING																														12								12	$ 1,759.20	$ 1,759.20
ORIGINAL FIELD DATA																																						0	$ -	$ -
QC DOCUMENTATION						8																																8	$ 2,167.84	$ 2,167.84
1J1 - Identify Existing Right-of-Way	0	0	0	0	0	6	8	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	0		0	0	0	0	0	0	0	0	0	0	0	22	$ 4,261.72	$ 4,261.72
EXISTING ROW MICROSTATION FILE (PIN_PROJECT_EXROW.DGN)																					8																	8	$ 858.88	$ 858.88
Research & Plot ROW, Section Lines, Parcel Lines						4	8																															12	$ 2,860.88	$ 2,860.88
PROPERTY OWNER SPREADSHEET																																						0	$ -	$ -
QC DOCUMENTATION						2																																2	$ 541.96	$ 541.96
1Q1 - Assess Drainage Needs & Scope	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	0	20	$ 3,796.70	$ 3,796.70
PRELIMINARY DRAINAGE SUMMARY				4																																4				
PRELIMINARY STORMWATER QUALITY SUMMARY				2																																4				
QC DOCUMENTATION				4																																2				
1R1 - Develop Roadway Scope	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	29	$ 5,247.75	$ 5,247.75
PRELIMINARY FOOTPRINT REVIEW DRAWING OR MAP		8															8										2													
PRELIMINARY ROADWAY COST ESTIMATE		2															6																							
QC DOCUMENTATION																											3													
1V1 - Kickoff Meeting	1	2	4	2	1	0	0	0	0	0	0	0	0	1	1	0	0	1	0	1	0	0	1	0	0	0	3	2	0	0	1	0	2	0	0	0	0	23	$ 4,765.20	$ 4,765.20
KICKOFF MEETING AGENDA			1																								1													
KICKOFF MEETING NOTES			1																																					
TRAVEL TO MEETING		1	1	1																							1	1					1							
ATTEND MEETING	1	1	1	1	1									1	1			1		1			1				1	1			1		1							
1Z1 - Project Management	0	24	84	24	6	0	8	0	0	0	0	24	0	24	24	0	0	6	0	24	0	12	24	0	0	0	48	24	0	0	0	0	6	0	0	0	0	362	$ 80,590.26	$ 80,590.26
PROJECT OVERSIGHT			40																								20													
MONTHLY INVOICES			12		6																	12																			
MONTHLY TEAM COODINATION MEETINGS (ASSUME 12)		12	12	12			4					12		12	12			3		12			12				12	12					3							
Prepare UDOT Encroachment Permit			8																								4													
MONTHLY INTERNAL TEAM COODINATION MEETINGS (ASSUME 12)		12	12	12			4					12		12	12			3		12			12				12	12					3							
Stage 1	1	36	88	36	7	36	32	0	0	0	0	24	0	25	25	0	14	7	0	25	50	12	25	0	0	28	56	26	0	22	1	0	8	0	0	10	0	594	$ 123,759.63	$ 123,759.63
2E1 - Prepare Environmental Document	0	0	0	0	0	0	0	0	0	16	0	0	0	0	44	8	0	0	0	0	0	0	0	20		0	0	0	0	0	0	0	0	0	0	0	16	104	$ 24,360.12	$ 24,360.12
Complete Environmental Documentation Memo															40	8								12													12			
Coordinate with Agencies										16					4									8													4			
2Q1 - Develop Initial Drainage Design	0	0	0	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15	0	26	$ 4,650.21	$ 4,650.21
DRAINAGE DESIGN CRITERIA				1																																1				
INITIAL DRAINAGE SYSTEM LAYOUT (FOR INITIAL ROADWAY MODEL 2R1)				2																																8				
STORMWATER QUALITY DESIGN DOCUMENTATION				2																																2				
PRELIMINARY DRAINAGE COST ESTIMATE				2																																2				
QC DOCUMENTATION				4																																2				
2R1 - Model Initial Roadway Design	0	68	0	0	0	0	0	0	0	0	48	0	0	0	0	0	52	0	0	2	0	0	0	0	0	8	22	0	0	0	0	0	0	0	0	0	0	200	$ 35,271.34	$ 35,271.34
RECOMMENDED ALIGNMENTS REVIEW DRAWING OR MAP																																								
3200 W Alignment and Model		24															20										8													
SR-7 Ramp alignment and Model		32															20										8													
INITIAL PDC FORM																	4										2													
ROADWAY COST ESTIMATE		8															8																							
QC DOCUMENTATION		4																									4													
CONCEPTUAL SITE LAYOUT (3) - ENTRANCE STATION											16									1																			
CONCEPTUAL SITE LAYOUT(3) - FUTURE VISITOR CENTER											16									1																			
Prepare Road Dedication Plat											16															8													
2T1 - Develop Initial Traffic Operations & Safety Analysis	0	0	0	0	0	0	0	32	0	0	0	0	86	0	0	0	0	0	0	0	0	0	0	0	0	0	0	62	0	0	0	0	0	0	0	0	0	180	$ 27,394.84	$ 27,394.84
Data Collection								4					8															8													
Exsiging TDM and Vissim Modelling								6					32															20													
Build TDM and Vissim Modeling								6					32															20													
TRAFFIC OPERATIONS ANALYSIS REPORT								8					12															12													
QC DOCUMENTATION								8					2															2													
2U1 - Utility Identification	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14	0	0	0	0	0	12	0	0	0	33	0	0	59	$ 7,325.49	$ 7,325.49
UTILITY COMPANIES CONTACT LIST																									4										1					
DEPICTION OF UTILITY FACILITIES/ SUBSURFACE UTILITY ENGINEERING (SUE) LEVEL B, C, & C																															8				24					
AUTHORIZATION FOR DESIGN EXPENDITURES																									8															
DOCUMENTATION OF RAILROAD DIAGNOSTIC REVIEW (AS NECESSARY)																																								
QC DOCUMENTATION																									2						4				8					
2V1 - 30% Review Meeting	1	7	5	2	0	0	0	1	0	0	0	2	0	1	1	0	0	0	0	1	0	0	1	0	0	0	6	2	0	0	1	0	2	0	0	0	0	33	$ 7,457.96	$ 7,457.96
GEOMETRY REVIEW MEETING AGENDA			1																																					
GEOMETRY REVIEW PACKAGE		4																									2													
TRAVEL TO MEETING		1	1	1								1															1	1					1							
ATTEND MEETING	1	1	1	1				1				1		1	1					1			1				1	1			1		1							
GEOMETRY REVIEW MEETING NOTES			1																								1													
UPDATE COMMENT RESOLUTION FORM		1	1																								1													
Stage 2	1	75	5	13	0	0	0	33	0	16	48	2	86	1	45	8	52	0	0	3	0	0	1	20	14	8	28	64	0	0	13	0	2	0	33	15	16	602	$ 106,459.96	$ 106,459.96
3C1 - Develop ITS Components Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	18	0	0	0	0	0	0	0	0	22	$ 3,438.30	$ 3,438.30
PRELIMINARY ITS PLAN SHEETS																													16											
REFINED ITS COST ESTIMATE																													2											
QC DOCUMENTATION																							4																	
3Q1 - Complete Drainage Design	0	0	0	29	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	82	0	111	$ 17,288.81	$ 17,288.81
DRAINAGE SYSTEM DESIGN				2																																40				
PRELIMINARY DRAINAGE PLAN & PROFILE SHEETS				2																																24				

DESIGN WAIVERS AND DEVIATION FROM STANDARDS ON PDC FORMS (IF NECESSARY)				1																																	
DRAINAGE COST ESTIMATE				2																														2			
DRAFT DRAINAGE REPORT				4																														6			
STORMWATER QUALITY DESIGN DOCUMENTATION				2																														2			
QC DOCUMENTATION				16																														8			
3R1 - Complete Roadway Design	**0**	**88**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**96**	**0**	**0**	**0**	**0**	**0**	**4**	**0**	**0**	**0**	**22**	**0**	**22**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**232**	**$ 40,764.80**	**$ 40,764.80**
ROADWAY MODEL FILES		40															20										4											
PRELIMINARY TYPICAL SECTION PLAN SHEETS: INCLUDE TYPICAL SECTIONS IN DIGITAL MODEL, IF NEEDED		4															8																				
PRELIMINARY ROADWAY AND REMOVAL SHEETS		20															60																				
DESIGN EXCEPTIONS AND DEVIATIONS FROM STANDARDS ON PDC FORM (IF NECESSARY)		4																									2										
ROADWAY COST ESTIMATE		4															8																				
QC DOCUMENTATION		16																									16										
Lighting Design																													4								
Lighting Sheets																													18								
Lighting QC																							4														
3R2 - Complete Signing & Striping Design	**24**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**92**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**124**	**$ 22,478.00**	**$ 22,478.00**
PRELIMINARY SIGNING AND STRIPING PLANS- Ramps	8												40																								
PRELIMINARY SIGNING AND STRIPING PLANS- 3200 W													40																								
SIGNING, STRIPING, & MOT COST ESTIMATES	4												8																								
QC DOCUMENTATION	12		8										4																								
3U1 - Identify Potential Utility Conflicts	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**6**	**0**	**0**	**0**	**16**	**0**	**0**	**30**	**$ 3,622.78**	**$ 3,622.78**
PRELIMINARY UTILITY CONFLICT MATRIX/SUMMARY																															2				8					
INITIAL UTILITY COMPANY COST ESTIMATE(S)																									8						2				4					
QC DOCUMENTATION																															2				4					
3U2 - Initial Design Utility Coordination	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**24**	**0**	**0**	**0**	**0**	**0**	**14**	**0**	**0**	**0**	**24**	**0**	**0**	**62**	**$ 6,747.42**	**$ 6,747.42**
REVISED UTILITY CONFLICT MATRIX/SUMMARY																															4				6					
UTILITY COMPANY PLANS, SCHEDULES, AND COST ESTIMATES REQUEST																									24						8				16					
QC DOCUMENTATION																															2				2					
3U4 - Complete Utility Designs	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**18**	**0**	**0**	**0**	**58**	**0**	**0**	**76**	**$ 11,547.64**	**$ 11,547.64**
PRELIMINARY UTILITY RELOCATION PLAN SHEETS																															8				40					
UTILITY RELOCATION/AT GRADE RAILROAD CROSSING COST ESTIMATE																															2				6					
QC DOCUMENTATION																															8				12					
3V1 - 60% Review Meeting	**2**	**8**	**6**	**6**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**2**	**0**	**0**	**0**	**0**	**2**	**0**	**0**	**2**	**0**	**0**	**0**	**9**	**0**	**0**	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**41**	**$ 9,612.99**	**$ 9,612.99**
MEETING AGENDA			1																								1													
REVIEW PACKAGE		4		2																							4													
TRAVEL TO MEETING		1	1	1																							1													
ATTEND MEETING	2	2	2	2									2	2						2			2				2				2									
MEETING NOTES			1																																					
REVIEW COMMENT RESOLUTION FORM		1	1	1																							1													
Stage 3	**26**	**96**	**14**	**35**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**94**	**2**	**0**	**96**	**0**	**0**	**2**	**0**	**0**	**10**	**0**	**32**	**0**	**31**	**0**	**40**	**0**	**40**	**0**	**0**	**0**	**98**	**82**	**0**	**698**	**$ 115,500.74**	**$ 115,500.74**
4C1 - Complete ITS Plans & Documents	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**20**	**$ 3,162.88**	**$ 3,162.88**
ITS PLAN SHEETS																													12											
ITS COST ESTIMATE																													2											
ITS PROJECT DOCUMENTS																													2											
QC DOCUMENTATION																							4																	
4P1 - Revise/Implement Public Involvement Plan	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**7**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**15**	**0**	**0**	**0**	**24**	**$ 3,096.26**	**$ 3,096.26**
Individual Partner Meetings																		2															8							
Facilitated Team Meeting																		3	2														6							
Meeting Summary Document																		2															1							
4Q1 - Complete Drainage Plan Sheets & Documents	**0**	**0**	**0**	**34**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**80**	**0**	**114**	**$ 18,357.94**	**$ 18,357.94**
COMPLETE EROSION CONTROL DESIGN				4																														8					
DRAINAGE AND EROSION CONTROL PLAN SHEETS (INCLUDING DETAIL SHEETS)				4																														48					
DRAINAGE COST ESTIMATE				2																														4					
DRAINAGE PROJECT DOCUMENTS				2																																			
DRAINAGE REPORT				4																														8					
STORMWATER QUALITY DESIGN DOCUMENTATION (AS APPENDIX TO DRAINAGE REPORT)				2																														4					
QC DOCUMENTATION				16																														8					
4R1 - Complete Roadway Plans & Documents	**0**	**70**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**84**	**0**	**0**	**0**	**0**	**0**	**100**	**0**	**0**	**8**	**0**	**0**	**4**	**0**	**0**	**0**	**34**	**0**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**324**	**$ 54,340.30**	**$ 54,340.30**
UPDATE DIGITAL MODEL FILES		16															16																						
ANNOTATE SHEET FILES		20															40																						
CREATE SUMMARY OF ITEMS SHEETS		8															16																						
ROADWAY COST ESTIMATE		12															16																						
ROADWAY PROJECT DOCUMENTS																											8											
FINAL PDC		2																									2											
QC DOCUMENTATION		12															12										24											
FINAL SITE Engineering Plans- ENTRANCE STATION											80									8																			
FINAL SITE LAYOUT- FUTURE VISITOR CENTER											4																												
Finalize Lighting Sheets																													8										
Finalize Lighting Schedule																													12										
Finalize Lighting Estimate																													4										
Lighting QC																							4																
4R2 - Complete Signing & Striping Plans & Documents	**32**	**0**	**20**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**64**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**116**	**$ 23,336.88**	**$ 23,336.88**
SIGNING & STRIPING PLAN SHEETS OR DIGITAL MODEL FILES	8		8											40																									
SIGN DETAILS	8		8											16																									
QC DOCUMENTATION	16		4											8																									
4U1 - Final Design Utility Coordination	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**24**	**0**	**0**	**0**	**0**	**0**	**16**	**0**	**0**	**0**	**32**	**0**	**0**	**72**	**$ 8,248.16**	**$ 8,248.16**
UTILITY COMPANY PLANS, SCHEDULES, & COST ESTIMATES																									24						16				32					
4V1 - 90% Review Meeting	**3**	**9**	**7**	**7**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**3**	**3**	**0**	**0**	**0**	**0**	**5**	**0**	**0**	**3**	**0**	**0**	**0**	**10**	**0**	**0**	**0**	**3**	**0**	**0**	**0**	**0**	**0**	**0**	**53**	**$ 12,256.39**	**$ 12,256.39**
MEETING AGENDA			1																								1													
REVIEW PACKAGE		4		2																							4													
TRAVEL TO MEETING		1	1	1																							1													
ATTEND MEETING	3	3	3	3										3	3					3			3				3				3									
MEETING NOTES			1																																					
REVIEW COMMENT RESOLUTION FORM		1	1	1																2							1													
Stage 4	**35**	**79**	**27**	**41**	**0**	**0**	**0**	**0**	**0**	**0**	**84**	**0**	**0**	**67**	**3**	**0**	**100**	**7**	**2**	**13**	**0**	**0**	**11**	**0**	**24**	**0**	**44**	**0**	**40**	**0**	**19**	**0**	**15**	**0**	**32**	**80**	**0**	**723**	**$ 122,798.81**	**$ 122,798.81**
5Y1 - Incorporate 90% Review Comments	**8**	**36**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**24**	**0**	**0**	**32**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**18**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**118**	**$ 22,021.70**	**$ 22,021.70**
FINAL COMMENT RESOLUTION FORM		24												24			32										8													

FINAL PROJECT COST ESTIMATE		**4**																								**2**											
QC DOCUMENTATION	**8**	**8**																								**8**											
FINAL PLAN SET AND PROJECT DOCUMENTS																																					
SZ1 - Assemble Advertising Package	**0**	**4**	**22**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**34**	**$ 8,677.32**	**$ 8,677.32**
CITY ADVERTISING DOCUMENTS			**16**																							**4**											
ENGINEER'S ESTIMATE		**2**	**4**																							**2**											
SUBMIT TO HURRICANE		**2**	**2**																							**2**											
Stage 5	**8**	**40**	**22**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**24**	**0**	**0**	**32**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**26**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**152**	**$ 30,699.02**	**$ 30,699.02**
6R1 - Design Support During Construction	**4**	**8**	**8**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**0**	**0**	**4**	**0**	**0**	**8**	**0**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**56**	**$ 12,435.76**	**$ 12,435.76**
RESPONSE TO RFI'S	**4**	**8**	**8**	**8**							**8**									**4**			**4**			**8**				**4**								
UPDATED PLAN SHEETS, DIGITAL MODEL FILES, AND/OR SPECIFICATIONS FOR FIELD DESIGN CHANGES (FDC'S) AND NOTICES OF DESIGN CHANGE (NDC'S)																																					
COORDINATION MEETINGS																																					
Stage 6	**4**	**8**	**8**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**0**	**0**	**4**	**0**	**0**	**8**	**0**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**56**	**$ 12,435.76**	**$ 12,435.76**

Summary of Hours	75	334	164	133	7	36	32	33	0	16	140	26	86	211	75	8	294	14	2	47	50	12	51	20	70	36	193	90	80	22	77	0	25	0	163	187	16	2825	**$ 511,653.92**	**$ 511,664.15**
Summary of Raw Labor Expense	$ 18,879.75	$ 66,766.60	$ 43,712.56	$ 34,740.93	$ 616.77	$ 9,755.28	$ 7,107.84	$ 9,040.02	$ -	$ 2,677.28	$ 19,693.80	$ 7,430.54	$ 10,824.82	$ 32,806.28	$ 19,990.50	$ 1,650.88	$ 41,792.10	$ 1,202.32	$ 207.30	$ 8,769.26	$ 5,368.00	$ 1,071.84	$ 12,233.88	$ 3,376.20	$ 2,100.00	$ 7,303.32	$ 48,583.89	$ 11,328.30	$ 11,016.80	$ 3,225.20	$ 14,680.05	$ -	$ 3,813.00	$ -	$ 22,808.59	$ 22,152.02	$ 4,928.00			

Direct Expenses

Description	Rate	Quantity	Cost
Travel (mileage)	$ 0.700	2800	$ 1,960.00
Mobile Lidar Level E (per mile)	$ 12,500.000	2.5	$ 31,250.00
Conus - Travel Day	$ 51.000	10	$ 510.00
Conus - Full Day	$ 68.000	3	$ 204.00
Hotel Conus	$ 110.000	8	$ 880.00
Landmark Testing	$ 6,700.00	1	$ 6,700.00
FFKR	$ 1,200.00	1	$ 29,960.00
Terracon	$ 24,045.00	1	$ 24,045.00
UGS Paleo Letter	$ 30.00	1	$ 30.00
Total			$ 95,539.00

	Total
Labor Subtotal	$ 511,653.92
Overhead (0.00%)	
Labor plus Overhead	
Fee (0.00%)	$ -
Total Labor Cost	$ 511,653.92
Directs	$ 95,539.00
Total	**$ 607,192.92**

EXECUTIVE SUMMARY

The project includes design of the westbound SR-7 on/off ramp, 3200 West and entrance station design. The design will also include drainage, signing and striping, geotechnical investigation, pavement design and utility coordination and/or relocations.

Avenue Consultants has been selected by Hurricane City to provide design services for the project and is teamed with FFKR for architectural design and Landmark Testing and Design to provide pavement design.

PHASING

This project will be completed in two phases.

Phase 1 will include the design of the SR-7 on/off ramps.

Phase 2 will include the design of the entrance station and 3200 West.

PROPOSED SCHEDULE

The proposed design schedule for the project is to be completed by December 31, 2026, with Phase 1 to be completed by July 31, 2026.

FEE TYPE

If at any time during the project additional items are deemed necessary that differ from the contracting documents, a modification will be prepared to ensure all parties are in agreement with any necessary changes. No work will occur unless it is covered within an approved work plan and cost estimate.

PROJECT ASSUMPTIONS AND UNKNOWNS

The following is a list of the general project assumptions and unknowns.

GENERAL ASSUMPTIONS:

- All design work will be limited to 70' major collector roadway right of way.
- MicroStation ORD will be utilized as the CADD Platform. This project is not expected to be a digital delivery project. Final AutoCAD files will be provided at the end of the project
- No drainage or bridge structures will be designed or replaced.
- No design support during construction will be included at this time, but if needed will be included in a future contract modification.
- No UDOT Right-of-Way acquisitions or TCE's will be required.
- Traffic Analysis will be completed in VISSIM
- Gate and growth data provided by State Park
- No Summary Sheets Needed, Only Summary of Items

ENVIRONMENTAL ASSUMPTIONS:

- Protocol surveys for desert tortoise, California condor, yellow-billed cuckoo, monarch butterfly, and Suckley's cuckoo bumble bee are not required. However, coordination with the Red Cliffs Desert Reserve may be required.
- Environmental documentation for the encroachment permit will be in memo format.
- Terracon will conduct the archaeological survey.
- Based on review of aerial photography and the National Wetland Inventory database, an aquatic delineation will not be required.
- Stream alteration permit will not be required.

- Floodplain development permit will not be required. The project area is in Flood zone X.
- A hazardous materials record search will be required.

DESIGN ASSUMPTIONS:

- No culvert headwalls will be needed.
- No lighting will be installed on 3200 West, existing ramp lighting will utilized. The existing lighting underground service pedestal will be used, and no new power service from utility company is anticipated.
- A new fiber optic cable will be included from existing UDOT junction box on SR-7, to the new fee station approximately 2000' to the north. The new fiber optic cable will be spliced to existing UDOT fiber in the existing junction box, and coiled in a new junction box outside the fee station for connection to communications equipment by others. No other UDOT fiber or ITS work is required.
- No Signal work is required.
- Signing impacted or made irrelevant as a result of the project will be removed or replaced. All other existing signing will be protected in place.
- No MOT Sheets will be needed.
- UDOT will provide existing design files for the SR-7 and any preliminary files for ramps.
- No existing utilities are anticipated to require relocation, only new service connections. Utility Coordination will occur through the Hurricane City JUC.

PI ASSUMPTIONS:

- PI services will be limited to facilitating consensus among partners on project elements in question.
- Only one two hour facilitated team meeting will be necessary to reach consensus on the project elements in question.
- All meetings will be held in person whenever possible, but an online option will be provided if key individuals are unable to participate in person.

GEOTECHNICAL:

- Assume no field work potentially required to characterize high variability.
- Assume cement-treated base mixture design

MEETINGS:

- Project Kickoff, 30%, 60% and 90% Review meetings are anticipated to be held in the Hurricane City Offices. Key personnel will attend in person; all other team members will attend virtually.
- Video conference Monthly Project Team Meetings throughout the length of the project (assume 12).
- Video conference Monthly Internal Design Team Meetings throughout the length of the project (assume 12). Internal team meetings will include Avenue, and FFKR.
- Utility Coordination Meetings will occur as needed (UDOT & Utility Design Team).

UNKNOWNS:

- Material type, size and location of utilities.

DETAILED WORK PLAN

The following tasks will be performed in support of this scope of work.

30% Design

Kickoff Meeting

Overview

Prepare for and hold the initial project team meeting. The purpose of the meeting is to introduce team members, familiarize the team with the project, review the proposed project scope, schedule, and budget, and to commit to the project's success.

Deliverables & Tasks

I. KICKOFF MEETING AGENDA
   - Develop Meeting Agenda
   - Invite Meeting Attendees
   - Hold Meeting

II. KICKOFF MEETING NOTES
   - Compile Meeting Notes

Develop Base Mapping/Existing Surface

Overview

Obtain base mapping and topography for the entire project area. Survey data will be collected with a hybrid approach using mobile lidar for hard surface paved areas and shoulders to clear zone, drone aerial data for areas outside of clear zone and conventional survey for section corners, right of way monuments, surface utilities, signs, fences & delineators

Deliverables & Tasks

I. SURVEY CONTROL SHEET (INCLUDES .DGN AND .PDF FILES)
   - Establish Survey Control
   - Establish Geo-referenced Seed File (.dgn)
   - Complete Survey Control Plan Sheets

II. BASE MAPPING (INCLUDES .EXTOPO FILE)
   - Perform Topographical Survey of Existing Features in Project Area
   - Develop Base Mapping
   - Develop DTM of the Existing Surface

III. ADDITIONAL BASE MAPPING
   - Determine Extent of Additional Surveying Needs
   - Develop Additional Base Mapping and DTM

IV. ORIGINAL FIELD DATA
   - Provide Original Field Data
   - Provide UAS Raw Data (if required)

V. QC DOCUMENTATION
   - Perform the QC.

Identify Existing Right-of-Way

Overview

Identify existing Right-of-Way (ROW) along the project and adjacent ownerships.

Deliverables & Tasks

I. EXISTING ROW MICROSTATION FILE (PIN_PROJECT_EXROW.DGN)
- Research Existing ROW and Property Boundaries for Project Area
- Develop Existing ROW Mapping and MicroStation Files

II. PROPERTY OWNER SPREADSHEET
- Develop Property Spreadsheet
- Identify Potential Impacts

III. QC DOCUMENTATION
- Perform QC Review

Assess Drainage Needs & Scope

Overview

Review existing conditions and develop recommendations for improvements for drainage and stormwater quality.

Deliverables & Tasks

I. PRELIMINARY DRAINAGE SUMMARY
- Review Existing Drainage Information
- Conduct Drainage Field Review
- Coordinate with Maintenance Team
- Provide Preliminary Drainage Summary for Scoping Meeting

II. PRELIMINARY STORMWATER QUALITY SUMMARY
- Determine Status of Existing Stormwater Quality Features
- Determine Impairment Status of Receiving Waters
- Develop Stormwater Quality Design Criteria
- Provide Initial Stormwater Quality Design Documentation for Scoping Meeting

III. QC DOCUMENTATION
- Perform QC Review

Develop Roadway Scope

Overview

Determine the preliminary project footprint.

Deliverables & Tasks

I. PRELIMINARY FOOTPRINT REVIEW DRAWING OR MAP
- Assess Existing Conditions
- Develop Strategy to Address Deficiencies
- Review Multimodal Needs
- Develop Preliminary Typical Section
- Prepare Preliminary Project Footprint Drawing or Map

II. PRELIMINARY ROADWAY COST ESTIMATE
- Develop Preliminary Roadway Cost Estimate

III. QC DOCUMENTATION
- Perform QC Review

1Z1 Project Management

- **OVERVIEW:** This activity is for the Project Manager oversight of the project through the entire design phase. This task also includes the hours necessary for team meetings (outside of milestone meetings).

- **SUB TASKS:**
- Facilitate Coordination Between Disciplines
- Schedule and Attend Team Meetings and Facilitate Meeting Notes
- Update/Review Schedule in MS Project
- Review/Process Consultant Invoices
- Contract Modifications
- Prepare UDOT Encroachment Permit for Hurricane City

- **DELIVERABLES:**
- Team Meetings and Meeting Notes
- Updated Project Schedule
- Processed Invoices
- Contract Modifications
- Prepare and Submit UDOT Encroachment Permit

2E1 Prepare Environmental Document

Overview
Prepare the environmental document for the project.

Deliverables & Tasks
- Complete environmental documentation memo with the following sections:
  - Aquatic Resources
  - Threatened and Endangered Species
  - Cultural Resources (includes review of Terracon's technical report)
  - Paleontological Resources
  - Hazardous Materials
- Coordinate with Agencies
  - Support UDOT with tribal consultation and State Historic Preservation Office consultation pursuant to 9-8-404 (DOEFOE)
  - Coordinate with the Red Cliffs Desert Reserve to determine if desert tortoise mitigation measures are required.

Develop Initial Drainage Design

Overview
Develop preliminary drainage design.

Deliverables & Tasks
I. DRAINAGE DESIGN CRITERIA

- Develop Drainage Design Criteria

II.INITIAL DRAINAGE SYSTEM LAYOUT (FOR INITIAL ROADWAY MODEL)
- Perform Hydrologic Analysis
- Perform Hydraulic Analysis
- Develop Preliminary Drainage System Design Layout
- Conduct Conflict Analysis
- Coordinate with Project Team Members

III.STORMWATER QUALITY DESIGN DOCUMENTATION
- Develop Preliminary Layout of Stormwater Quality BMPs
- Determine Locations of Percolation Tests for Stormwater Quality BMPs
- Develop Stormwater Quality Documentation

IV.PRELIMINARY DRAINAGE COST ESTIMATE
- Develop Preliminary Drainage Cost Estimate

V.QC DOCUMENTATION
- Perform QC Review

Model Initial Roadway Design

Overview

Determine the recommended horizontal and vertical alignments by developing the initial roadway model.

Deliverables & Tasks

I. RECOMMENDED ALIGNMENTS REVIEW DRAWING OR MAP
- Determine Recommended Horizontal and Vertical Alignments
- Develop Initial Roadway Model
- Analyze Roadway Design
- Prepare Recommended Alignments Review Drawing or Map

II.INITIAL PDC FORM
- Submit Project Design Certification to UDOT

III.ROADWAY COST ESTIMATE
- Update Roadway Cost Estimate

IV.QC DOCUMENTATION
- Perform QC Review

CONCEPT SITE LAYOUT- FEE STATION
- Provide up to Three (3) concepts for the fee station location and parking layout
- Coordination with the City, State Park, and FFKR on the layout.

CONCEPT SITE LAYOUT- FUTURE VISITOR CENTER
- Coordination with the City, State Park, and FFKR on the layout
- Provide up to Three (3) concepts for Future Visitor Center locations
- Coordination with State Park and FFKR.

Develop Initial Traffic Operations & Safety Analysis

Overview

Complete the existing and future traffic operations and safety analyses and provide the draft traffic operations and safety reports outlining specific recommendations for improvements. Update the travel demand model to forecast future volumes for the study area. Develop the appropriate traffic operations models to determine alternatives to accommodate the existing and future traffic demand for all horizon years

Deliverables & Tasks

I. DRAFT TRAFFIC OPERATIONS ANALYSIS REPORT
   - Collect gate data and use types from State Park including projections
   - Collection growth data from the surrounding area
   - Refine and Calibrate Travel Demand Model (TDM)
   - Evaluate planned growth and access near new gate.
   - Develop Existing Conditions Traffic Operations Analysis Model - Calibration
   - Develop Future Alternative Traffic Operations Analysis Model for New Gate
   - Develop Traffic Operations Summary – Focus on queuing from Gate
   - Make Preliminary Traffic Operation Improvement Recommendations

II. QC DOCUMENTATION
   - Perform QC Review

Utility Identification

Overview

Begin this activity as soon as possible. Early utility and railroad identification and coordination are critical to the success of the project. Identify all utility and railroad companies and complete an accurate depiction of existing utility facilities within the project limits.

Deliverables & Tasks

I. UTILITY COMPANIES CONTACT LIST
   - Identify Utility Companies within Project Limits

II. DEPICTION OF UTILITY FACILITIES/ SUBSURFACE UTILITY ENGINEERING (SUE) LEVEL B, C, & D
   - Notify Utility Companies of Project and Request Utility Records/Plans
   - Submit preliminary design and Horizontal Location to the Hurricane City JUC for review
   - Coordinate with Survey Team
   - Develop Subsurface Utility Engineering (SUE) Level B, C, and D

III. QC DOCUMENTATION
   - Perform QC Review

30% Review Meeting

Overview

This meeting is to review the recommended project alignments, consistency, accuracy, and constructability within the project scope and review the budget.

Deliverables & Tasks

I. 30% REVIEW MEETING AGENDA
   - Prepare Meeting Agenda

II. 30% REVIEW PACKAGE
   - Distribute Review Package

III. 30% REVIEW MEETING NOTES
   - Hold Meeting

- Compile Meeting Notes

IV. 30% REVIEW COMMENT RESOLUTION FORM
- Compile 30% Review Comments and Submit Initial Dispositions and Responses

60% Design

Develop ITS Components Design

Overview

Develop ITS Plan Sheets for fiber optic cable connection to new Fee Station.

Deliverables & Tasks

I. PRELIMINARY ITS PLAN SHEETS
- A. Prepare Preliminary ITS Plan Sheets

II. PRELIMINARY ITS COST ESTIMATE
- A. Develop ITS Cost Estimate

III. QC DOCUMENTATION
- Perform QC Review

Complete Drainage Design

Overview

Complete design of the drainage features and stormwater quality features.

Deliverables & Tasks

I. DRAINAGE SYSTEM DESIGN
- Address 30% Review Comments
- Complete Drainage Design
- Identify Potential Design Conflicts

II. PRELIMINARY DRAINAGE PLAN & PROFILE SHEETS
- Prepare Preliminary Drainage Plan and Profile Sheets

III. DESIGN WAIVERS AND DEVIATION FROM STANDARDS ON PDC FORMS (IF NECESSARY)
- Submit Design Waivers and Deviation from Standards on PDC Forms for Approval (if necessary)

IV. DRAINAGE COST ESTIMATE
- Update Drainage Cost Estimate

V. DRAFT DRAINAGE REPORT
- Prepare Draft Drainage Report

VI. STORMWATER QUALITY DESIGN DOCUMENTATION
- Complete Stormwater Quality Design (Appendix to Drainage Report)

VII. QC DOCUMENTATION
- Perform QC Review

Complete Roadway Design

Overview

Finalize the roadway model and design. Modify the design based on reviewer comments and continued coordination with project team members. Modify the design as necessary to include other discipline needs like drainage facilities, utilities, signal, signs, and ITS. Create preliminary roadway plan sheets.

Deliverables & Tasks

I. PRELIMINARY ROADWAY PLAN & PROFILE SHEETS
- Address 30% Review Comments
- Coordinate with Project Team Members
- Complete Roadway Design
- Develop Preliminary Roadway Plan and Profile Sheets
- Develop Lighting Design and Lighting Sheets

II. PRELIMINARY TYPICAL SECTION PLAN SHEETS
- Develop Preliminary Typical Sections
- Submit Project Design Certification for Review

III. ROADWAY COST ESTIMATE
- Update Roadway Cost Estimate

IV. QC DOCUMENTATION
- Perform QC Review

Complete Signing & Striping Design

Overview

Using the roadway model as a guide, develop the signing and striping design for the project. Develop preliminary signing, and striping plans.

Deliverables & Tasks

I. PRELIMINARY SIGNING AND STRIPING PLANS
- Develop Signing and Striping Design
- Create Preliminary Signing and Striping Plan Sheets

II. SIGNING, STRIPING, COST ESTIMATES
- Develop Signing, Striping, and MOT Cost Estimate

III. QC DOCUMENTATION
- Perform QC Review

Identify Potential Utility Conflicts

Overview

Identify potential utility conflicts through coordination with utility owners and designers. Obtain preliminary relocation costs from utility owners.

Deliverables & Tasks

I. PRELIMINARY UTILITY CONFLICT MATRIX/SUMMARY
- Evaluate Potential Utility Conflicts
- Coordinate Utility Information Meetings
- Submit Plans to Hurricane City JUC

II. INITIAL UTILITY COMPANY COST ESTIMATE(S)
- Prepare Initial Utility Company Cost Estimate(s)

III. QC DOCUMENTATION
- Perform QC Review

Initial Design Utility Coordination

Overview

Conduct utility coordination meetings to facilitate relocation solutions. Facilitate the development of utility owner relocation plans.

Deliverables & Tasks

I. REVISED UTILITY CONFLICTS
- Re-evaluate Utility Conflicts

II. UTILITY COMPANY PLANS, SCHEDULES, AND COST ESTIMATES REQUEST
- Hold Utility Design Meetings
- Discuss Utility Service Connections
- Coordinate Service Requirements
- Request Utility Company Plans, Schedules, and Cost Estimates

III. QC DOCUMENTATION
- Perform QC Review

Complete Utility Designs

Overview

Complete utility relocation designs for all utility relocations and new utilities. Develop preliminary utility relocation plan sheets and cost estimate.

Deliverables & Tasks

I. PRELIMINARY UTILITY RELOCATION PLAN SHEETS
- Coordinate with Project Team Members
- Complete Utility Relocation Design
- Complete Utility Connection Design
- Develop Preliminary Utility Plan Sheets
- Coordinate with Utility Owners

II. UTILITY RELOCATION COST ESTIMATE
- Develop Utility Cost Estimate

III. QC DOCUMENTATION
- Perform QC Review

60% Review Meeting

Overview

The 60% review is the review of all major roadway, hydraulic, drainage, ITS, utility, geotechnical, and ROW designs. The meeting should include reviews of budget, along with design consistency, accuracy, and constructability within the project scope

Deliverables & Tasks

I. 60% MEETING AGENDA
- Prepare Meeting Agenda

II. 60% REVIEW PACKAGE
- Distribute Review Package

III. 60% MEETING NOTES
- Hold Meeting
- Compile Meeting Notes

IV. 60% REVIEW COMMENT RESOLUTION FORM
- Compile 60% Review Comments and Submit Initial Dispositions and Responses

90% Design

Complete ITS Plans & Documents

Overview

Complete the ITS plans and project documents and finalize the ITS cost estimate.

Deliverables & Tasks

I. ITS PLAN SHEETS
- A. Address Plan-in-Hand Review Comments
- B. Revise ITS Design
- C. Complete ITS Plan Sheets
- D. Complete ITS Detail Sheets
- E. Complete ITS Summary Sheets

II. ITS COST ESTIMATE
- A. Finalize ITS Cost Estimate

III. ITS PROJECT DOCUMENTS
- A. Prepare ITS Project Documents

IV. QC DOCUMENTATION
- Perform QC Review

Complete Lighting Plans & Documents

Overview

Complete the Lighting plans and project documents and finalize the Lighting cost estimate.

Deliverables & Tasks

V. LIGHTING PLAN SHEETS
- A. Address Plan-in-Hand Review Comments
- B. Revise Lighting Design
- C. Complete Lighting Plan Sheets
- D. Complete Lighting Detail Sheets
- E. Complete Lighting Summary Sheets

VI. LIGHTING COST ESTIMATE
- A. Finalize Lighting Cost Estimate

VII. LIGHTING PROJECT DOCUMENTS
- A. Prepare Lighting Project Documents

VIII. QC DOCUMENTATION
- Perform QC Review

Revise/Implement Public Involvement Plan

Overview

The PI team will facilitate consensus on key project elements early in the design process. This will be accomplished through initial individual meetings with each key project partner (Sand Hollow State Park, Washington County Water Conservancy District, Hurricane City, and UDOT) to understand their needs and desires for the project outcome, one facilitated team meeting, and a meeting summary document outlining meeting outcomes and decisions.

Deliverables & Tasks

One-on-one meetings with key partners

- One two-hour facilitated team meeting
- Meeting Summary

Complete Drainage Plan Sheets & Documents

Overview

Revise the drainage design based on the 60% review. Complete drainage plan set and documents. Finalize the drainage report.

Deliverables & Tasks

I. COMPLETE EROSION CONTROL DESIGN

II. DRAINAGE AND EROSION CONTROL PLAN SHEETS (INCLUDING DETAIL SHEETS)
- Address 60% Review Comments
- Complete Drainage and Erosion Control Plan and Profile Sheets
- Complete Drainage and Erosion Control Detail Sheets
- Complete Drainage and Erosion Control Summary Sheets

III. DRAINAGE COST ESTIMATE
- Finalize Drainage Cost Estimate

IV. DRAINAGE PROJECT DOCUMENTS
- Complete Drainage Project Documents

V. DRAINAGE REPORT
- Finalize Drainage Report

VI. STORMWATER QUALITY DESIGN DOCUMENTATION (AS APPENDIX TO DRAINAGE REPORT)
- Complete Stormwater Quality Design Documentation

VII. QC DOCUMENTATION
- Perform QC Review

Complete Roadway Plans & Documents

Overview

Complete the roadway plan and profile sheets and create roadway plan summaries, details, and additional plan sheets. Prepare and assemble roadway project documents. Finalize roadway cost estimate.

Deliverables & Tasks

I. ROADWAY PLAN & PROFILE SHEETS
- Address Plan-in-Hand Review Comments

- Finalize Roadway Design
- Complete Roadway Plan and Profile Sheets
- Complete Typical Section Sheets
- Complete Roadway Detail Sheets
- Complete Removal Plan Sheets
- Complete Grading Plan Sheets
- Complete Lighting Plan Sheets
- Complete Roadway Summary of Items

II.ROADWAY COST ESTIMATE

- Finalize Roadway Cost Estimate

III.ROADWAY PROJECT DOCUMENTS

- Develop Roadway Project Documents

IV.FINAL PDC

- Complete PDC

V.QC DOCUMENTATION

- Perform QC Review

VI.FINAL SITE ENIGNEERING PLANS- ENTRANCE STATION

- Cover Page, General Notes, Legend
- Site Plan and Site Plan Details
- Grading Plan, Drainage Plan with Site Drainage Calculations, and Drainage Details
- Drainage System Profile
- Utility Plan and Details
- Erosion Control Plan and Details

VII.FINAL SITE LAYOUT- FUTURE VISITOR CENTER

- Final Concept Site Layout for future visitor center.

Complete Signing & Striping Plans & Documents

Overview

Finalize the signing and striping plan set and create summary sheets. Prepare and assemble the signing, striping, and project documents, including measurement and payment, special provisions, and final cost estimate.

Deliverables & Tasks

I. SIGNING & STRIPING PLAN SHEETS

- Address 60% Review Comments
- Design Overhead Sign Layout (if necessary)
- Finalize Signing and Striping Design
- Complete Signing and Striping Plan Sheets
- Complete Signing and Striping Detail Sheets
- Complete Signing and Striping Summary Sheets

II.SIGNING, STRIPING COST ESTIMATE

- Finalize Signing, Striping Cost Estimate
- Develop Signing, Striping, Project Documents

III.QC DOCUMENTATION

- Perform QC Review

Final Design Utility Coordination

Overview

Final coordination with utility owners and provide guidance and information to complete utility relocation plans. Hold meetings to resolve any remaining conflicts and prepare for the construction stage.

Deliverables & Tasks

I. I. UTILITY COMPANY PLANS, SCHEDULES, & COST ESTIMATES
- Submit Final Utility Design to Hurricane JUC
- Review Utility Company Plans, Schedules, and Cost Estimates

90% Review Meeting

Overview

The purpose of this meeting is to ensure that the elements provided in the plan sheets and advertising documents are consistent with the project scope and budget requirements. The meeting should include reviews to determine consistency, accuracy, and constructability.

Deliverables & Tasks

I. PS&E MEETING AGENDA
- Prepare Meeting Agenda

II. PS&E REVIEW PACKAGE
- Distribute Review Package

III. PS&E MEETING NOTES
- Hold Meeting
- Compile Meeting Notes

IV. PS&E REVIEW COMMENT RESOLUTION FORM
- Compile PS&E Review Comments and Submit Initial Dispositions and Responses

ADVERTISING

Incorporate 90% Review Comments

Overview

Make revisions based on comments made during 90% Review.

The Local Government Representative is responsible for monitoring the progress of the design activities to ensure that the design process remains on schedule and within budget.

Deliverables & Tasks

I. FINAL COMMENT RESOLUTION FORM
- Address and Incorporate PS&E Review Comments

II. FINAL PROJECT COST ESTIMATE
- Revise Project Cost Estimate

III. QC DOCUMENTATION
- Perform QC Review

IV. FINAL PLAN SET AND PROJECT DOCUMENTS
- Revise Plans and Project Documents (if needed)
- Compile Advertising Plans and Project Documents

Assemble Advertising Package

Overview
Assemble and prepare advertising documents

Deliverables & Tasks
V.SUBMIT TO HURRICANE CITY ENGINEER

POST ADVERTISING

Design Support During Construction

Overview
Be available to answer questions with respect to the roadway design plans and/or specifications throughout the construction phase of the project.

Deliverables & Tasks
I. ADDENDUMS DURING ADVERTISEMENT
- Assist in Preparation and Review of Addendum(s)

II.RESPONSE TO RFI'S
- Respond to Design Questions
- Review and Update Plans and Specifications

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a contract with J-U-B Engineers for design services for the 100 South project.

Discussion: Hurricane City selected J-U-B Engineers to design the 100 South project. JUB has submitted a scope of work and cost proposal to the City for consideration.

Findings: The Engineering Department has reviewed the scope of work and design fee and has successfully negotiated an acceptable fee that fits within the project budget. The total cost is proposed at $209,700.

Recommendation: Staff recommends approval of the design proposal and associated contract. – Arthur LeBaron

J·U·B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

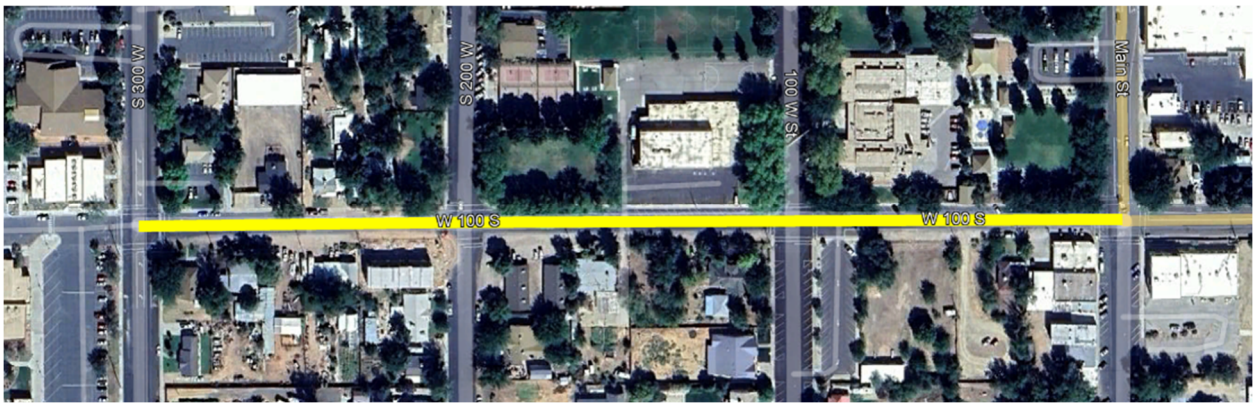
PROJECT NAME: 100 South Reconstruction
CLIENT: Hurricane City, Utah
J-U-B PROJECT NUMBER: 07-25-062
CLIENT PROJECT NUMBER: Click or tap here to enter text.
ATTACHMENT TO:
☒ **AGREEMENT DATED: 9/20/2025**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

Hurricane City desires to develop a design for the reconstruction of 100 South Street from Main Street to 300 West, a total of three City blocks. The project includes the design for related improvements based around the use of the City's Existing Historical Gridded 66' Right-of-Way Typical Street Section that includes on-street parallel parking on each side. Options for parking alternatives during major City events will be discussed and presented to City Council. The design will include reconstructing the pavement, new curb & gutter, sidewalks, roadway illumination, landscaping, waterline and service replacement/reconstruction, sewer pipes and lateral replacement/reconstruction, and modifications/improvements to the storm drainage system. All utility conflicts are to be identified and mitigated, along with impacts to private property frontages. No right-of-way acquisition is anticipated for this project.



PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of the CLIENT.

A. Task 000: Project Management

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Conduct project planning and risk assessment.

3. Coordinate quality assurance / quality control (QA/QC) processes.
4. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
5. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
6. Regularly monitor project status, budget and schedule for the anticipated duration of 1 year.
7. Attend up to 6 client meetings to report project status, each estimated to be 1 hour in duration. These meetings are anticipated to be in-person, with up to 2 staff attending.
8. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
9. Provide a monthly invoices including budget status. 13 monthly invoices anticipated up to Construction Support. If J-U-B provides support during construction additional budget will be required.
10. Provide ongoing document handling and filing.

B. **Task 010: Quality Control Reviews**

J-U-B will Conduct internal reviews at appropriate phases for quality control and assurance. For this task, J-U-B anticipates a senior level engineer will review the following key submittals:

1. **Subtask 001**: 30% Design Level Submittal, including conceptual parking options during key downtown events
2. **Subtask 002**: 60% Design Level Submittal, including preliminary construction cost estimate
3. **Subtask 003**: 90% Design Level Submittal, including construction cost estimate and draft specifications
4. **Subtask 004**: Final PS&E ready for advertisement

C. **Task 020: Project Notifications, Survey, and Parcel Identification**

1. **Subtask 001: Project Notifications**
   a. Prior to any field surveying J-U-B will prepare and distribute printed door hangers that include general project information, describes planned improvements, notifies property owners of upcoming surveys on their properties, and provides contact information for questions/concerns.
   b. Assumptions:
      i. Door hanger design and information will be provided by J-U-B and coordinated with City staff. A draft of the door hanger will be submitted to the City for approval prior to printing.
      ii. Up to 30 door hangers will be printed and distributed to non-municipal owned properties. One will be delivered to the high school.
      iii. J-U-B staff will distribute door hangers.
2. **Subtask 002: Property and Topographic Surveying**
   a. J-U-B, through subconsultant R&B Surveying, will provide surveying services to determine road rights-of-way for 100 South, Main Street, 100 West, 200 West, and 300 West. A tract map will be prepared showing existing right of way based on public record information derived from Washington County Recorder's office.
   b. J-U-B, through subconsultant R&B Surveying, will provide GPS field ground surveying within existing street right-of-way and 10 feet beyond to ensure adequate data is available to design transitions from planned improvements to existing conditions. Survey limits will include each impacted intersection in its entirety, including each cross street for 75 feet in each direction. This will provide adequate ground surface information to design transitions from proposed improvements to existing conditions. Utility information will include invert data on storm, sanitary sewer (coordinating with ACSSD), and water and appurtenances. The following field information will be gathered:

i. All surface features including existing traffic striping and symbols
ii. Existing curb & gutter
iii. Existing driveway accesses
iv. Class 1 survey monuments
v. Sewer manholes & depths
vi. Storm drain catch basins and/or manholes & depths
vii. Power poles
viii. Edges of existing asphalt
ix. Water valves and meters
x. Fences and mailboxes
xi. Location of underground utility vaults where existing
xii. Face of commercial buildings at Main Street
xiii. Irrigation ditches
xiv. Sidewalks/paths
xv. All other visible features noted during survey

c. Assumptions:
   i. No right-of-way or easement acquisition is anticipated for this project. All boundary descriptions and exhibits for right-of-way acquisition will be additional services.
   ii. GPS field surveying of blue Stake markings will occur after Hurricane City, or City's contractor, requests Blue Staking prior to existing utility potholing.
d. Deliverables:
   i. An AutoCAD compatible basemap can be provided to the City upon request.

3. **Subtask 003: Subconsultant Invoices**
   a. This task is reserved for tracking and payment of R&B Surveying invoices.

D. **Task 030: Preliminary 30% Design and Public Involvement**

1. **Subtask 001: 30% Street Layout**
   a. Layout the planned roadway improvements included in the City's Existing Historical Gridded 66' Right-of-Way Typical Street Section.
   b. Incorporate T-type parallel parking stalls with bulb-outs. Bulb-outs will be designed to match those constructed during the recent 100 North project.
   c. Proposed curb returns on the west side of Main Street will be bulb-outs extending into Main. J-U-B will coordinate this with UDOT. Curb returns on 300 West will be tangent to existing face of curb due to the existing lane configuration.
   d. Incorporate City provided utility GIS data into project basemap and identify impacts to existing utilities.
   e. Identify impacts to private properties, accessibility, trees, etc.
   f. Deliverables:
      i. Exhibit in PDF format depicting the proposed street section, bulb-outs, parallel parking layout, sidewalks, crosswalks, driveways, and connections to existing private improvements for City staff review and comment.

2. **Subtask 002: Parking Analysis**
   a. Analyze impacts the proposed improvements will have on parking in the area. Compile data on total number of existing available stalls during normal use and during events. Determine the number of available stalls with proposed improvements.
   b. Prepare exhibit depicting current parking spaces/numbers and proposed parking spaces/numbers.
   c. Prepare exhibit depicting one-way traffic during Peach Days
   d. Deliverables:

i. Exhibits in PDF format for City staff review and comment

3. **Subtask 003: Public Involvement Planning Meeting**
   a. J-U-B, The Langdon Group (TLG), and City staff will meet to discuss the strategy and Public Involvement Plan (PIP) that will be used throughout the design process. This meeting will occur prior to any public contact.
   b. Assumptions:
      i. This meeting is preferred to be in-person if TLG staff are available locally at the time. A Teams meeting can also be scheduled.
   c. Deliverables:
      i. Agenda of discussion topics needed to prepare the PIP.
      ii. The PIP will be prepared and sent to City for review and comment.

4. **Subtask 004: City Council Presentation #1**
   a. J-U-B will present the exhibits prepared in Subtasks 001 and 002 to the City Council at a scheduled pre-meeting. The planned improvements will be discussed in general terms, highlighting the impacts to adjacent properties and parking, and discuss basic design parameters that will be carried into 60% Design (landscaping areas, bulb-out locations, parking stall layout, etc.). Information on the number of existing parking stalls and number of stalls available after the project will be presented.
   b. Assumptions:
      i. Two J-U-B staff members will attend and present to City Council with City staff.
      ii. Presentation slides will be developed and reviewed with the City prior to the City Council presentation.
      iii. City staff will coordinate with City Council on scheduling and presentation format.
   c. Deliverables:
      i. Exhibits and information in PDF format for use on City presentation equipment.

5. **Subtask 005: Open House #1**
   a. J-U-B will revise the exhibits presented to City Council based on comments received and Staff guidance. Final exhibits will be prepared and provided to City Staff as physical display boards, with the option for a digital presentation.
   b. Comment sheets will be prepared and provided for public comment.
   c. Assumptions:
      i. TLG will create and post a public meeting notification in up to 1 publication, and make the notice available in digital format for posting on City websites or newsletter.
      ii. TLG will create a public notification flier that can be distributed (mail or hand delivered) to affected property owners. Up to 30 fliers. City will provide address information.
      iii. Up to 3 J-U-B and TLG staff will help setup and attend Open House #1. Assumes travel from SLC to Hurricane for 1 TLG staff, with 2 days per diem and 1 night lodging.
      iv. City will provide open house venue and cover any associated direct costs.
      v. Open house to be held approximately two weeks after the City Council meeting.
   d. Deliverables:
      i. Public meeting notification in newspaper
      ii. Public meeting notification fliers
      iii. Up to 10 display boards on foam core
      iv. An open house comment summary will be prepared and submitted to City staff.

6. **Subtask 006: UDOT and Utility Coordination, Potholing**
   a. Coordinate with City staff on desired replacement of water mains and laterals and materials to be used.

b. J-U-B will coordinate with Ash Creek Special Services District (ACSSD) on desired replacement of sewer mains and laterals and materials to be used.
c. J-U-B will prepare 3 utility exhibits of the proposed improvements overlayed on the City's GIS information including known utilities and estimated locations of new water and sewer mains.
d. Schedule a meeting with the JUC for the project and present the utility exhibits to the group.
e. At this meeting J-U-B will request utility information within the project limits and inquire about any upgrades/replacements the utilities want to make. Some can be installed in a common trench if necessary.
f. Submit to and coordinate with UDOT on the planned bulb-outs, pedestrian ramps, and sidewalk improvements planned within UDOT right-of-way to get preliminary approval.
g. J-U-B will coordinate with City on suggested pothole locations where underground facilities may be impacted by proposed improvements. R&B Surveying will be available to gather location and elevation information for the potholed utilities.
h. Assumptions:
    i. City will request Blue Stakes and perform all potholing for the project.
    ii. R&B Surveying budgeted up to two days for onsite pothole data collection.
    iii. All GPS field ground surveying of blue stake markings will occur after City, or City's contractor, requests blue staking for the utility potholing.
i. Deliverables:
    i. Preliminary utility plans in PDF format for JUC review.
    ii. Meeting notes and comments from the JUC meeting.
    iii. Meeting notes and UDOT comments on the planned improvements within UDOT ROW.

E. Task 040: 60% Design and Public Involvement

1. Subtask 001: 60% Street Design

a. Refine and update the 30% layout of planned roadway improvements per comments received from City Council, Open House #1, and UDOT coordination.
b. Calculate and design bulb-out geometry, pedestrian ramp layouts, driveways, sidewalks, and transitions to existing features on private properties that satisfy ADA requirements.
c. Prepare Lot Plots of individual property impacts that depict the planned improvements and impacts to private property that will be used by TLG during one-on-one meetings.
d. Compile a "menu" of available landscape related items that the adjacent property owners can select from for improvements fronting their property.
e. Assumptions:
    i. Landscaping design and details will be included in the 90% deliverable
f. Deliverables:
    i. Street plan and profile sheets, detail sheets (as placeholders) signing and striping plans

2. Subtask 002: 60% Water Design

a. Incorporate city approved JUC requested utility modifications and define utility conflicts
b. Coordinate with utilities and mitigate utility conflicts
c. Prepare plan and profile and design details with connections to existing pipes that will remain and connections to existing meters.
d. Develop bid item list and quantities for all water system improvements
e. Assumptions:
    i. Pipe material and size will be provided by City
f. Deliverables:
    i. Water system plan, profile, details, and notes included in the 60% plan set

3. Subtask 003: 60% Sanitary Sewer Design

a. Incorporate City approved JUC requested utility modifications and define utility conflicts
b. Coordinate with utilities to mitigate utility conflicts

c. Prepare plan and profile and design details with connections to existing pipes that will remain and connections to existing laterals at the right-of-way line.
d. J-U-B to determine if ACSSD and City want new laterals and services designed to serve current undeveloped lots.
e. Develop bid item list and quantities for all sanitary system improvements
f. Assumptions:
    i. Pipe material and size will be provided by ACSSD, existing manholes/fixtures do not require replacement.
g. Deliverables:
    i. Sanitary Sewer system plan, profile, details and notes included in the 60% plan set

4. **Subtask 004: 60% Storm Drainage Design**
    a. J-U-B will coordinate with City staff on desired improvements to the existing stormwater system. Some improvements may be required outside of the current project limits.
    b. Identify locations where stormwater enters public right-of-way from private property. Assess these areas and prepare options for resolving these.
    c. Prepare design details and plan information for connecting planned stormwater improvements to the existing system.
    d. Define utility conflicts
    e. Develop bid item list and quantities for all stormwater system improvements.
    f. Assumptions:
        i. Storm drainage design work will be identified by the City
    g. Deliverables:
        i. Stormwater system plan, notes, and details included in the 60% plan set

5. **Subtask 005: 60% Illumination System Design**
    a. J-U-B will layout the new illumination system conforming to City requirements. All streetlights shall be pedestrian friendly and Dark Sky Compliant.
    b. Layout of lights will be coordinated with City staff. Hurricane City has no existing lighting standards that dictate minimum lighting levels or typical spacing. Design will be similar to that recently constructed on State Street.
    c. Prepare design details and plan information for connecting the illumination system to Hurricane City Power.
    d. Define and mitigate any utility conflicts with illumination system underground conduits, junction boxes, and foundations
    e. Assumptions:
        i. The Illumination System will be bid as a Lump Sum item.
    f. Deliverables:
        i. Illumination system plan, notes and details included in the 60% plan set

6. **Subtask 006: One-on-One Property Owner Meetings**
    a. The Langdon Group (TLG), a subsidiary of J-U-B, will contact each property owner to schedule a one-on-one meeting at their home (or a City Hall if they prefer) to discuss the project details, planned improvements, potential impacts to their individual properties, loss of currently used areas of unimproved right-of-way, and work with each to get signed “Right to Enter and Construct” documents.
    b. Review previously prepared Lot Plots that depict the planned improvements and impacts to private property.
    c. One-on-one meetings will be scheduled in a manner to minimize travel costs and consolidate as many meetings as possible each day.
    d. Assumptions:

i. Up to 20 one-on-one meetings will be held, up to 2 hours each. 1 J-U-B and 1 TLG staff will facilitate meetings. Assumes travel from SLC to Hurricane for 1 TLG staff, with 5 days per diem and 4 nights lodging.
ii. City staff will be available for meetings to aid in discussions.
iii. The City has a standard "Right to Enter and Construct" document for use during the meetings.
iv. If some property owners are hesitant to sign the "Right to Enter and Construct" document follow up with City staff will be needed.
v. Lot plots will have sufficient detail that the TLG professional can accurately explain the work being done and extents of construction.

e. Deliverables:
i. Meeting summaries in MS Word format
ii. Signed "Right to Enter and Construct" documents

7. **Subtask 007: 60% Plan and Estimate Preparation**
a. J-U-B will prepare construction plans using the Hurricane City Standards for Design & Construction, and the City's Standard Drawings, as well as ACSSD standards.
b. Incorporate design details, information, and notes into the plan sheets.
c. Anticipated plan sheets include:
i. Cover (1 Sheet)
ii. General Notes (1 Sheet)
iii. Standard Legends (2 Sheets)
iv. Alignment control (1 Sheet)
v. Site Preparation Plan (6 Sheets)
vi. Plan & Profile, Includes Utilities (6 Sheets)
vii. Illumination Plan (6 Sheets)
viii. Pavement Marking and Signing Plans (6 Sheets)
ix. Construction Details (3 Sheets)
x. Bulb-out, Driveway, and Ped Ramp Details (8 Sheets)
xi. Landscaping and Irrigation Plan (6 Sheets) – Provided in 90% Deliverable
xii. Landscaping and Irrigation Details (1 Sheet) – Provided in 90% Deliverable
d. Compile bid items and quantities into an Opinion of Probable Costs for the construction of improvements.
e. Assumptions:
i. Plan sheets are assumed to be at 1:30 scale.
f. Deliverables:
i. 60% Design Level construction plans
ii. 60% Design Level Opinion of Probable Costs

8. **Subtask 008: City Council Presentation #2**
a. J-U-B will present the 60% Design to City Council at a scheduled pre-meeting. The proposed improvements will be discussed and impacts to adjacent properties and parking will be clearly designated.
b. Assumptions:
i. Two J-U-B staff members will attend and present to City Council with City staff.
c. Deliverables:
i. 60% Design Level Plans in PDF format for presentation to Council.

9. **Subtask 009: 60% UDOT and Utility Coordination**
a. J-U-B will submit the 60% Plans to the JUC for review and comments

b. All comments received will be reviewed with City staff and approved comments will be incorporated into the 90% Design.
c. J-U-B will continue coordination with UDOT on the bulb-out designs, pedestrian ramps, and sidewalk improvements proposed within UDOT right-of-way to get final approval.
d. Deliverables:
    i. JUC 60% plan review comments
    ii. UDOT comments on the 60% plans

F. **Task 050: 90% Design**

1. **Subtask 001: 90% Street Design**
    a. Update the 60% Design Level plans per comments received from City Council Presentation #2, and JUC coordination.
    b. Finalize design bulb-out geometry, pedestrian ramp layouts, driveways, sidewalks, and transitions to existing features on private properties that satisfy ADA requirements.
    c. Prepare landscaping and irrigation design incorporating property owner preferences gathered during the 60% public involvement process.
    d. Assumptions:
        i. Landscaping design and details will only include items found on the City's approved list of materials.

2. **Subtask 002: 90% Water Design**
    a. Finalize design of new water mains and laterals.
    b. Finalize plan, profile, notes, and details with connections to existing pipes that will remain and connections to existing meters.
    c. Finalize bid item list and quantities for all water system improvements
    d. Assumptions:
    e. Deliverables:
        i. Water system plan, profile, notes and details included in the 90% plan set

3. **Subtask 003: 90% Sanitary Sewer Design**
    a. J-U-B will finalize design, plan, profile, notes, and details with connections to existing pipes that will remain and connections to existing laterals at the right-of-way line.
    b. Finalize bid item list and quantities for all sanitary system improvements
    c. Assumptions:
    d. Deliverables:
        i. Sanitary Sewer system plan, profile, notes and details included in the 90% plan set

4. **Subtask 004: 90% Storm Drainage Design**
    a. J-U-B will finalize the design of drainage improvements for the project and connections to the existing stormwater system.
    b. Finalize designs for systems to either eliminate or capture stormwater entering public right-of-way from private property.
    c. Finalize design details and plan information for connecting proposed stormwater improvements to the existing system.
    d. Finalize bid item list and quantities for all stormwater system improvements.
    e. Assumptions:
    f. Deliverables:
        i. Stormwater system notes and details included in the 90% plan set

5. **Subtask 005: 90% Illumination System Design**
    a. J-U-B will finalize the design of the new illumination system that incorporates pedestrian friendly and Dark Sky Compliant lighting.
    b. Finalize design details and plan information for connecting the illumination system to Hurricane City Power.

c. Assumptions:
    i. The Illumination System will be bid as a Lump Sum item.
d. Deliverables:
    i. Illumination notes and details included in the 90% plan set

6. **Subtask 006: 90% Plans, Specifications, and Estimate Preparation**
    a. J-U-B will finalize construction plans using the Hurricane City Standards and ACSSD standards for Design & Construction, and the City's Standard Drawings.
    b. J-U-B will finalize the project design details, information, and notes and incorporate them into the 90% plan sheets.
    c. Anticipated plan sheets are listed under the 60% Plan and Estimate Preparation subtask.
    d. J-U-B will prepare contract specifications using Hurricane City standard specifications.
    e. J-U-B will prepare a final compiled list of bid items and quantities and incorporate them into the final Opinion of Probable Costs.
    f. Assumptions:
        i. Special provisions will be minimal.
    g. Deliverables:
        i. 90% Design Level construction plans
        ii. Draft contract specifications to City
        iii. 90% Design Level Opinion of Probable Costs

7. **Subtask 007: 90% City and JUC Approval**
    a. J-U-B will submit the 90% PS&E package to the City for review. Incorporate review comments.
    b. J-U-B will submit updated 90% Plans to the JUC for final approval.

G. **Task 060: Final PS&E**

1. **Subtask 001: Final PS&E Preparation**
    a. J-U-B will prepare Bid Ready plans incorporating City review and add JUC approval.
    b. J-U-B will prepare Bid Ready contract specifications using Hurricane City standard specifications.
    c. J-U-B will prepare Final Opinion of Probable Costs
    d. Assumptions:
        i. The City will reproduce the plans and specifications for bidding.
    e. Deliverables:
        i. Final Bid Ready plans and specifications.

H. **Task 070: Bid and Award Support**

J-U-B will provide support to the City during the project bidding and award process. Anticipated work tasks include:

1. **Subtask 001: Advertisement** - Assist City staff in preparing project advertisement and ranking criteria for contractor selection
2. **Subtask 002: Pre-Bid Meeting** - Attend and Conduct the project Pre-Bid Meeting
3. **Subtask 003: Bidding** - Provide support during the bidding process by responding to RFI's and prepare addenda if needed (Assume up to 3 addenda for budgeting purposes)
4. **Subtask 004: Bid Review** - Review bids with City staff for recommendation to City Council

I. **Task 080: Construction Support**

J-U-B staff are available to provide construction related support as requested. This task will be scoped closer to the time of construction if deemed necessary by the City.

J. **Task 090: Project Closeout**

1. Archive paper and electronic files and records.

2. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
3. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.
    a. Assumptions:
    i. Record drawings will not be required by the City.

K. **Task 990: Direct Cost Task for Reimbursable Expenses**

1. All reimbursable direct project expenses will be invoiced under this task. Project expenses anticipated include vehicle mileage, public involvement expenses (printing of door hangers and presentation exhibits, refreshments for open house, etc.), and per diem and hotel stays during travel.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

A. **CLIENT-Provided Work -** CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:

1. Provide GIS shapefiles for all utilities the City has information for
2. Potholing of utilities in locations deemed critical for the success of the project
3. Request Blue Stakes for utility potholing
4. Assistance with property owner signing of "Right to Enter and Construct" form
5. Assistance with UDOT and utilities during design and coordination

B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:

1. Construction Support

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Time and Materials fees:
    a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
    b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. **Period of Services**

1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
000	Project Management	Time and Materials (Ceiling Amount Shown)	$20,100	Concurrent with work progress
010	Quality Control Reviews	Time and Materials (Ceiling Amount Shown)	$14,600	Concurrent with work progress
020	Project Notifications, Survey, and Parcel Identification	Time and Materials (Ceiling Amount Shown)	$19,000	Begin 3 Weeks after NTP
030	Preliminary 30% Design and Public Involvement	Time and Materials (Ceiling Amount Shown)	$39,700	Draft for CLIENT review XX months after executed contract, notice to proceed, and receipt of all required data
040	60% Design and Public Involvement	Time and Materials (Ceiling Amount Shown)	$66,600	Draft for CLIENT review XX months after executed contract, notice to proceed, and receipt of all required data
050	90% Design	Time and Materials (Ceiling Amount Shown)	$32,700	Draft for CLIENT review XX months after executed contract, notice to proceed, and receipt of all required data
060	Final PS&E	Time and Materials (Ceiling Amount Shown)	$7,200	n/a
070	Bid and Award Support	Time and Materials (Ceiling Amount Shown)	$6,600	After Final PS&E is complete
080	Construction Support (To be negotiated later)	Time and Materials (Ceiling Amount Shown)	$0	After Bid and Award Support
090	Project Closeout	Time and Materials (Ceiling Amount Shown)	$1,000	At end of project
990	Direct Cost Task for Reimbursable Expenses	Time and Materials (Estimated Amount Shown)	$2,200	Concurrent with work progress
		Total:	**$209,700**	

E. The above fees were developed from a Work Breakdown Structure (WBS). The summary is attached. The full person-hour exhibit can be provided if required.

PART 5 - CERTIFICATIONS AND DELIVERABLES

A. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's “electronic document/data limited license” found at edocs.jub.com.

B. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, including but not limited to meeting notes, document editing, etc. (along with AI features that are integral to design and other software). Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.

Exhibit(s):

- Exhibit 1-A: Email proposal from R&B Surveying dated [proposal from subconsultant dated September 16, 2025
- Exhibit 1-B: Work Breakdown Structure Summary

For internal J-U-B use only:

PROJECT LOCATION (STATE): Utah

TYPE OF WORK: City

R&D: Yes

DISCIPLINE: Transportation

PROJECT DESCRIPTION(S)**:**

1. Highway/Interstate/Roadway (H07)
2. Municipal/Utility Engineering (203)

Exhibit 1-A

Travis Marden

From: Roger Bundy <rbsurveying@awinets.com>
Sent: Tuesday, September 16, 2025 9:07 AM
To: Travis Marden
Cc: Brec Bundy; Scott Ferre
Subject: [EXTERNAL] Re: Hurricane 100 South Reconstruction Scope of Work and Budget

External Email - This Message originated from outside J-U-B ENGINEERS, Inc.

Travis,

Our cost for providing the following outlined surveying services for the subject project is in the amount of **$15,008.00**:

-GPS field ground survey of existing 100 South roadway from Main Street to 300 West including 75 feet of each leg of side streets (Main Street, 100 West, 200 West and 300 West), right of way to right of way plus 10 feet
(GPS field ground survey to include survey of; 1-all surface features including existing traffic striping and symbols, 2-existing curb & gutter, 3-existing driveway accesses, 4-class 1 survey monuments, 5-sewer manholes & depths, 6-storm drain catch basins
and/or manholes & depths, 7-power poles, 8-edges of existing asphalt, 9-water valves, 10-water meters, 11-fences, 12-mail boxes, 13-location of underground utility vaults where existing, 14-face of commercial buildings at Main Street, 15-irrigation ditches,
16-sidewalks/paths, 17-all other visible features noted during survey)

-field measure depths of existing sewer manholes, storm drain catch basins/manholes
-GPS field ground survey of blue stake markings after Hurricane City, or City's contractor, request for blue staking prior to existing utility potholing
-GPS field ground survey of location and depths of potholed utilities as requested by City and/or J-U-B Engineers
-prepare "tract map" showing existing right of way based on record public information derived from Washington County Recorder's records

Deliverables will include AutoCAD .dwg files prepared from field survey data, and "tract map" from record information. A topographical survey drawing will be drawn with basic line work of

all linear features, symbols for fixed features and leaders identifying features surveyed
and contours at 1 foot intervals.

The above quoted amount includes costs for office time in drafting topographical survey drawing, administrative costs, transportation to and from site, etc.

The above quoted amount does **NOT** include preparation of boundary descriptions or exhibits for additional right of way that may need to be acquired by the City or construction staking of designed improvements.

Should you have any questions regarding the above quoted amount or outlined services feel free to call or respond to this email.

Thank you for the opportunity to work with J-U-B Engineers. We look forward to working with your team.

Roger Bundy
R&B Surveying, Inc.

On 9/10/2025 8:35 AM, Travis Marden wrote:

> Good morning, Roger,
>
> We had a great meeting with Arthur, Mike, and Weston on Friday and are currently preparing the scope of work and budget. The clarified a few items for us that answered your questions.
>
> 1. The City does not anticipated needing any additional right-of-way or permanent easements. We will be having our Public Involvement person meet with each property owner to get a signed Permit to Enter and Construct for private access to parcels.
> 2. Utility locates should be requested prior to topographic surveying. At the 30% design level potholing at key locations will be provided by City and the City will request the Blue Stakes for this work. Arthur would like you available to pick up the utility elevations during the potholing operations. At this time, we are not sure how extensive the potholing will be or the length of time needed for you to be on the project. Maybe plan on 2 days on site as worst case in your budget.
> 3. Class 1 monuments will be noted in the plans and the City's Contractor will take care of the referencing and adjusting/replacing. We will have an bid item in the project requiring a licensed Land Surveyor reference and handle the reconstruction of all monuments.

What do you need from us for your scope of work and budget preparation? We prepared a rough Google Earth survey boundary that depicts the approximate area we need full topographic surveying for. The intent is to pick up all surface and utility information (including inverts on storm drainage, sewer, gutters, irrigation ditches, etc.) within the existing rights-of-ways of all impacted streets plus an additional 10 feet outside of right-of-way to design transitions to private improvements (driveways, sidewalks/pathways, etc.). The City wants us to prepare and distribute door hangers at each home/business in the project limits notifying them of the project, informing them that survey is needed within their properties, and if they have any questions to contact J-U-B or the City. At each intersection we are requesting full topo, ROW to ROW along each side street for a minimum of 75' each direction. This will allow us to determine upstream and downstream gutter and ditch grades and pavement grades for designing the transitions from new to existing. If there are any walkways, driveways, sidewalks, etc. on private properties within the 75' intersection areas we'd like to get an additional 10' of topo beyond the ROW. Since part of this project may be replacing sewer pipes we will also need manhole locations and flow inverts at each manhole upstream and downstream along each north-south street. Scott can coordinate with you on that after we receive the GIS data from the City. The right-of-way and property boundaries within the project limits will also be needed.

We are excited to finally work with you on a project. Please let us know if there is any additional information you need or if you have any questions for us.

Thanks Roger.

TRAVIS A. MARDEN, P.E.

Program Manager

Transportation Services Group

J-U-B is hiring! Click here for available career opportunities.

J-U-B ENGINEERS, Inc.

e tam@jub.com *w* www.jub.com

c 509 531 0000

EXHIBIT 1-A: WORK BREAKDOWN STRUCTURE SUMMARY

BASIS OF FEE ESTIMATE

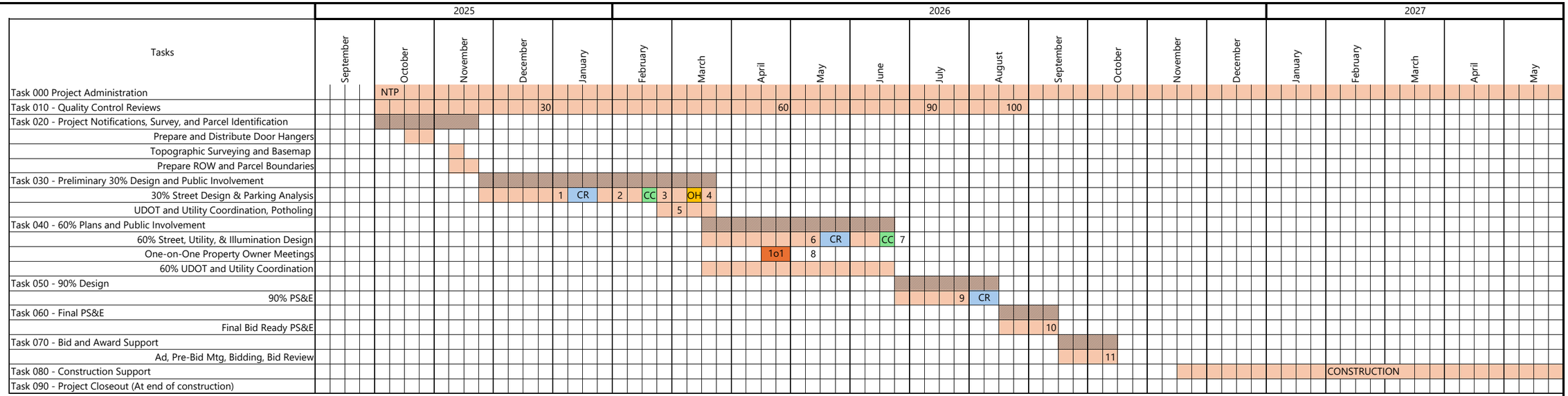
J-U-B ENGINEERS, INC. | THE LANGDON GROUP | GATEWAY MAPPING INC.

J-U-B FAMILY OF COMPANIES

Project Title, Client: 100 South Reconstruction, Hurricane City
Project Number: 07-25-062
Prepared By: TAM

Task Number	Subtask Number	Task/Subtask Name	Total Compensation
000		**Project Mgmt**	**$20,100**
000	001	Financial Setup	$800
000	002	Invoicing	$3,400
000	003	Client Progress Reports	$3,300
000	004	Scope/Sched/Budget Mgmt	$7,700
000	005	Client Progress Meetings	$5,000
010		**QA/QC Reviews**	**$14,600**
010	001	30% Design Level Review	$1,200
010	002	60% Design Level Review	$4,200
010	003	90% Design Level Review	$7,200
010	004	Final Bid Ready Review	$2,000
020		**Project Notifications, Survey, and Parcel Identification**	**$19,000**
020	001	Project Notifications	$1,800
020	002	Property and Topographic Surveying	$700
020	003	Subconsultant Invoices	$16,500
030		**Preliminary 30% Design and Public Involvement**	**$39,700**
030	001	30% Street Layout	$9,600
030	002	Parking Analysis	$6,700
030	003	Public Involvement Planning Meeting	$6,400
030	004	City Council Presentation #1	$1,800
030	005	Open House #1	$9,600
030	006	UDOT and Utility Coordination, Potholing	$5,600
040		**60% Design and Public Involvement**	**$66,600**
040	001	60% Street Design	$8,900
040	002	60% Water Design	$9,300
040	003	60% Sanitary Sewer Design	$10,000
040	004	60% Storm Drainage Design	$9,100
040	005	60% Illumination System Design	$6,900
040	006	One-on-One Property Owner Meetings	$13,200
040	007	60% Plan and Estimate Preparation	$6,300
040	008	City Council Presentation #2	$1,800
040	009	60% UDOT and Utility Coordination	$1,200
050		**90% Design**	**$32,700**
050	001	90% Street Design	$11,600

050	002	90% Water Design	$3,600
050	003	90% Sanitary Sewer Design	$2,900
050	004	90% Storm Drainage Design	$3,000
050	005	90% Illumination System Design	$4,900
050	006	90% Plans, Specifications, and Estimate Preparation	$6,300
050	007	90% Utility Coordination and JUC Approval	$400
060		**Final PS&E**	**$7,200**
060	001	Final PS&E Preparation	$7,200
070		**Bid and Award Support**	**$6,600**
070	001	Advertisement	$900
070	002	Pre-Bid Meeting	$1,500
070	003	Bidding Support	$3,200
070	004	Bid Review	$1,000
080		**Construction Support**	**$0**
080	001	Construction Support	$0
090		**Project Closeout**	**$1,000**
090	010	Archiving	$600
090	020	Closeout Communications	$400
990		**Direct Cost Task for Reimbursable Expenses**	**$2,200**
TOTAL			**$209,700**



Milestones
1 30% Street Layout and Parking Analysis submitted to City staff for review
2 Public Involvement Planning Meeting
3 30% Design and Parking Impacts Presented to City Council, approved design parameters for 60% Design
4 Open house comment summary to City staff
5 JUC Presentation and request for for utility information
6 60% Plans and Estimate submitted to City staff for review
7 60% Design Presented to City Council
8 Summary of initial one-on-one meetings to City staff
9 90% PS&E Documents submitted to City staff for review
10 Final Stamped Plans and Contract Documents delivered to City
11 Bid Opening and Award

CR City Review Period
CC City Council Presentation
OH Public Open House
1o1 One-on-One Property Owner Meetings

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a contract with Sunrise Engineering for design services for the Pah Tempe Virgin River Canyon Trail Feasibility Study project.

Discussion: Hurricane City has been working with LaVerkin City, Washington County, and Washington County Water Conservancy District to conceptualize a trail along the Virgin River that extends upriver from Confluence Park to the area of the historic diversions for the Hurricane and LaVerkin canals, and then up to the proposed Zion Corridor Trail that parallels SR-9. The Engineering Dept. applied for a planning grant from the Utah Outdoor Recreation program and was awarded funds to conduct a feasibility study for this trail, which is being call the "Pah Tempe Virgin River Canyon Trail". The funding does not require any matching funds, but does require project management effort on the part of project proponents. The total project funding is $80,000. Once the feasibility study is completed we will apply for additional funding for NEPA compliance, which will likely be an Environmental Assessment, and then we will be a strong position to apply for grants for construction funds.

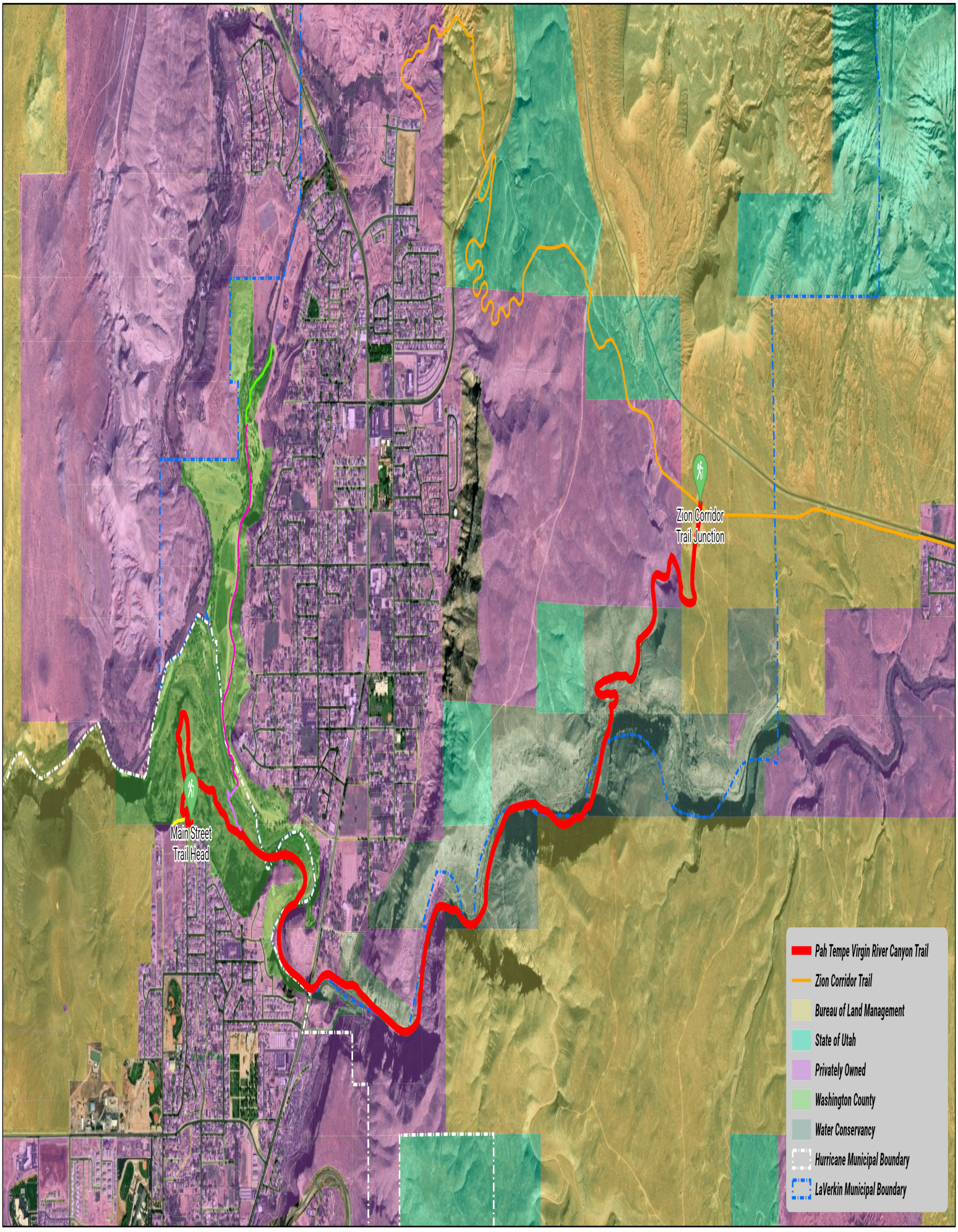
Here is a link to the concept alignment:

https://hurricaneut.maps.arcgis.com/apps/instant/basic/index.html?appid=68bc6637c1ae4d418e7c420da09533f1

Findings: Sunrise Engineering submitted a cost proposal that fits within the $80,000 budget to complete the feasibility study.

Recommendation: Staff recommends approval of the design contract. – Arthur LeBaron

Pah Tempe Virgin River Canyon Trail



City of Hurricane
GIS Department

0 1,000 2,000 4,000 6,000 8,000
Feet

This map is provided on an as is basis. The City of Hurricane makes no warranties expressed or implied as to the quality, and completeness, of the map and data provided. While the City of Hurricane has reviewed the information on this map, in no event shall the City of Hurricane be liable for damages arising from use by others.

11 North 300 West, Washington, Utah 84780
Tel: 435.652.8450 | Fax: 435.652.8416

WORK RELEASE NO. 2025-2

PAH TEMPE TRAIL FEASIBILITY STUDY

Hurricane City
147 North 870 West
Hurricane, Ut 84737

EXECUTION AND EFFECTIVE DATE

This Work Release No. 2025-2 has been executed by the duly authorized representatives of the parties and shall be effective as of the date of execution by CLIENT.

CLIENT:	Hurricane City	ENGINEER:	Sunrise Engineering, LLC
By:		By:	
Date:		Date:	September 23, 2025
Name:	Arthur LeBaron, P.E.	Name:	Vernal E Maloy, P.E.
Title:	City Engineer	Title:	Service Center Manager

WORK RELEASE NO. 2025-2

This Work Release is entered into by and between Hurricane City (CLIENT) and Sunrise Engineering, LLC (ENGINEER) pursuant to Article 1 of the parties' Agreement for Engineering and Technical Services, dated July 1, 2023, hereinafter referred to as the "Agreement".

RECITAL

Pursuant to the Agreement, CLIENT and ENGINEER desire to identify certain engineering and/or technical services to be performed by ENGINEER. Such services are hereinafter referred to as ENGINEER's "Services" or "Scope of Services", and the assumptions, terms, conditions, promises and obligations of ENGINEER's Services are as described in this Work Release; furthermore, the terms, conditions, promises and obligations of the Agreement are incorporated by reference into this Work Release.

CLIENT's project for which ENGINEER's Services are being retained is the "Relevant Project" as defined in the Agreement and summarized in Article 1: Background Information. The Relevant Project is generally referred to herein as "project" or "the project".

ARTICLES

It is agreed that ENGINEER will perform the following Services:

1. BACKGROUND INFORMATION

CLIENT has furnished the following project information to ENGINEER and ENGINEER's Scope of Services is being proposed based on this background. As the project moves forward, some of the information may change or be refined, and additional information may become known, resulting in the possible need to change, refine, or supplement the Scope of Services. Details relative to CLIENT's project include the following:

1. Relevant Project Name: Pah Tempe Trail Feasibility Study
2. Type of Facility: Paved Multi-use Trail
3. Size of Facility: Approximately 5.5 Miles
4. Facility Location: Hurricane, LaVerkin, and Washington County, Utah
5. Summary of Improvements: Hurricane, LaVerkin, and Washington County desire to construct a paved multi-use trail that will extend from the Zion Corridor Trail at confluence park up the river to the old LaVerkin Canal settling pond. The trail will follow the river with several bridge crossings as necessary. There will be a section of this segment that will also share pavement with the Pah Tempe Hot Springs facility access. This study will include the feasibility of a spur continuing several hundred feet up the river. The trail will then continue up the offroad trail to the top and tie back into the Zion Corridor Trail. The beginning of this segment will be steeper than desired due to limited options to get out of the bottom of the canyon in this area. This study will include the feasibility of maintaining offroad trail and having a separate multi-use paved trail for portions of this segment. (see attached Preliminary Project Exhibit)
6. Funding Sources: Outdoor Recreation Grant
7. Relevant Studies, Reports, Plans: 30% plans for Zion Corridor Trail for each project where the Pah Tempe Trail will connect.
8. Design CAD Standards: ENGINEER's CAD Standards
9. Design Code Standards: Washington County Trail Standards
10. Bidding & Contract Documents: Hurricane City Front End Documents

11. Construction General Conditions: Hurricane City General Conditions
12. Project Specifications: Hurricane City Standard Specifications, ENGINEER's special provisions.
13. Anticipated Drawing Contents: General Sheets, Site Plan, Grading Plan & Profile Sheets, Typical Sections
14. Project Assumptions: The alignment from the Pah Tempe hot springs to the LaVerkin canal settling pond area will generally follow the WCWCD pipe alignment. Easements and right-of-way survey and documents will be performed as part of a future phase and are not included in this study. Geotechnical investigations will be performed as part of a future phase and are not included in this study.
15. Known Project Limitations: Where the trail will depart from the river bottom and continue up a side canyon along the existing offroad trail, the trail will be steeper than desired due to geographic limitations on the availability of alternate alignments.

2. SCOPE OF SERVICES

Based on the Background Information and for the project summarized above, ENGINEER proposes to perform the following engineering Scope of Services:

1. Management of Engineering Services
   a) All phases of ENGINEER's services will include management of ENGINEER's project-specific responsibilities, including but not limited to the following management tasks:
      i) Develop and submit an engineering services schedule.
      ii) Coordinate services within ENGINEER's internal team, including subconsultants.
      iii) Prepare for and participate in meetings with consultants and contractors working on other parts of the project that may affect or be affected by ENGINEER's services or resulting construction.
      iv) Prepare and submit regular engineering services progress reports to CLIENT.
      v) Conduct ongoing management tasks, including maintaining communications, records and files pertaining to ENGINEER's services.
      vi) With respect to ENGINEER's services and other directly relevant parts of the project, prepare for and participate in periodic progress meetings with CLIENT; and
      vii) Prepare agendas prior to and minutes following meetings conducted by ENGINEER.
2. Feasibility Study
   a) Upon authorization by CLIENT, ENGINEER will:
      i) Review and assess available, relevant project information and data, including pertinent reports or studies and related instructions from CLIENT.
         (1) Based on review and assessment of available information and data, advise CLIENT of any need for CLIENT to obtain, furnish, or otherwise make available to ENGINEER additional information.
      ii) Relative to FEMA floodplain mapping:
         (1) Analyze the FEMA floodplain mapping to place the proposed alignment out of the floodplain.
      iii) Visit the site as needed to perform the Preliminary Design Phase.
      iv) Relative to design survey and mapping:
         (1) When surveys, topographic mapping, utility documentation, etc. are to be provided by ENGINEER, perform such services as a supplemental Preliminary Design Phase task as described in this Scope of Services.
      v) Relative to above-ground utilities:
         (1) Review above-ground utilities information obtained from others and from observations at the site.
         (2) Make recommendations to CLIENT regarding any further identification, investigation, or mapping of above-ground utilities at or adjacent to the site and necessary for ENGINEER's design purposes.
      vi) Relative to underground facilities:
         (1) Review underground facilities data furnished by CLIENT or others and advise CLIENT on the need to further identify, investigate, or map underground facilities at or adjacent to the site.

(a) In CLIENT's behalf, and with CLIENT's assistance, reach out to underground facility owners which evidently have underground facilities at or adjacent to the site for information on the vertical and horizontal alignments and quality of such underground facilities.

(b) CLIENT acknowledges and accepts that the information received from underground facility owners may be incorrect, incomplete, outdated, or otherwise flawed, and that ENGINEER, bidders, and the contractor bear and accept no risks associated with or resulting from such flawed information.

(2) Support CLIENT's efforts to expose, investigate, or pothole underground facilities.

vii) Relative to mitigation of utilities conflicts:

(1) Identify potential conflicts between the project and above-ground utilities and underground facilities and identify the potential need for the relocation of existing above-ground utilities and underground facilities.

(2) Advise CLIENT regarding the need for resolution of such conflicts with utility and underground facilities owners and permit agencies and support CLIENT in CLIENT's efforts to resolve such conflicts.

viii) Prepare a permit summary document that identifies CLIENT's permit duties, ENGINEER's permit duties, and the contractor's permit duties, and the schedule for permitting activities.

ix) Relative to preparing bidding/proposal documents and front-end construction contract documents:

(1) Review CLIENT's instructions regarding its policies for procurement of construction services, instructions regarding advertisements for bids, instructions to bidders, requests for proposals, etc.

(2) Review CLIENT's construction contract practices and requirements, insurance and bonding requirements, and other information necessary to prepare CLIENT's bidding/proposal documents and front-end construction contract documents.

(3) Obtain copies of CLIENT's standard bidding/proposal documents and front-end construction contract documents, and any other related documents or content for ENGINEER to include in drafts of the project-specific bidding/proposal documents and front-end construction contract documents.

(4) Consider the effects of the bidding/proposal documents and front-end construction contract documents on the project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.

x) Perform or provide the following supplemental Preliminary Design Phase tasks or deliverables:

(1) Design Survey and Mapping

(a) Perform design survey and mapping of the site including the area likely to be affected by the project.

(b) Set, at minimum, five control points for use in subsequent surveys and construction staking.

(c) Prepare a topographic base map representing the collected points and data to support the Preliminary Design Phase.

(d) Deliver the topographic base map in State Plane coordinates.

(e) Boundary surveys, record of survey maps, parcel tract maps, setting monuments, preparing easement or right-of-way documents, and similar services are excluded from the design survey and mapping scope.

xi) Prepare preliminary drawings representing roughly 10% design achievement.

xii) Prepare a preliminary opinion of probable construction cost for the project based on the information contained in the Feasibility Study documents and based on information provided by CLIENT, assist CLIENT in tabulating the various cost categories which comprise the total project costs.

xiii) Furnish the Feasibility Study report, preliminary drawings, preliminary opinion of probable construction cost, and any other Feasibility Study deliverables to CLIENT, review the deliverables with CLIENT, and receive CLIENT's comments.

xiv) Revise the Feasibility Study, preliminary opinion of probable construction cost, preliminary drawings, and any other deliverables in response to CLIENT's comments, as appropriate, and submit revised deliverables to CLIENT.

b) ENGINEER's services under the Feasibility Study will be considered complete on the date when ENGINEER has delivered to CLIENT the final Feasibility Study deliverables, as revised.

3. ADDITIONAL SERVICES

CLIENT may authorize ENGINEER to furnish or obtain from others Additional Services of the types listed below, which, unless expressly stated, are not included in the Scope of Services detailed above. If such Additional Services are performed by ENGINEER, CLIENT shall compensate ENGINEER under the hourly rate basis of compensation according to the attached fee schedule unless agreed to by CLIENT and ENGINEER, as follows:

1. Additional Services Not Requiring CLIENT's Written Authorization

   a) ENGINEER will advise CLIENT that ENGINEER is commencing to perform or furnish Additional Services of the types listed below. ENGINEER shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from CLIENT.

      i) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

      ii) Additional or extended services arising from (a) the presence at the site of any constituent of concern, hazardous materials, or items of historical or cultural significance, (b) emergencies or acts of God endangering the work, (c) damage to the work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by the contractor.

2. Additional Services Requiring CLIENT's Written Authorization

   a) If authorized in writing by CLIENT, ENGINEER will perform or furnish Additional Services of the types listed below. ENGINEER shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from CLIENT.

      i) Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided in the Scope of Services.

      ii) Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT or others.

      iii) Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by ENGINEER, or the project's design requirements, including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction, or method of financing, and revising previously accepted studies, reports, drawings, specifications, or construction contract documents when such revisions are required by changes in laws and regulations enacted subsequent to the effective date of this Work Release or are due to any other causes beyond ENGINEER's control.

      iv) Services required due to CLIENT's providing incomplete or incorrect project information to ENGINEER.

      v) Furnishing the services of ENGINEER's subconsultants for tasks other than those identified in the Scope of Services.

      vi) Services attributable to more prime construction contracts than specified in the Background Information.

      vii) Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents), preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective bidders, and preparing construction contract documents for alternate bids.

viii) Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
ix) Preparing conformed construction contract documents that incorporate and integrate the content of addenda and any amendments negotiated by CLIENT and the contractor.
x) Preparing contract record drawings and furnishing such contract record drawings to CLIENT.
xi) Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, CLIENT in any litigation, arbitration, mediation, lien, or bond claim, or other legal or administrative proceeding involving the project (but not including disputes between CLIENT and ENGINEER).
xii) Providing construction surveys and staking to enable the contractor to perform its work, unless otherwise identified in the Scope of Services.
xiii) Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction, and providing other special field surveys, unless otherwise identified in the Scope of Services.
xiv) Extensive services required during any correction period, or with respect to monitoring the contractor's compliance with warranties and guarantees called for in the construction contract, except as identified in the Scope of Services.
xv) Other additional services performed or furnished by ENGINEER not otherwise provided for in this Work Release.

4. CLIENT'S RESPONSIBILITIES

CLIENT agrees to perform, provide, or deliver the information, data, and services indicated below, together with all other information, data, and services necessary for delivery and completion of the project and not expressly included in the Scope of Services to be performed by ENGINEER.

1. CLIENT's General Responsibilities
   a) CLIENT will examine alternative solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER and render in writing timely decisions pertaining thereto.
   a) CLIENT will give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of:
      i) Any development that affects the scope or time of performance of ENGINEER's services.
      ii) The presence at the site of any constituent of concern or hazardous material.
   b) CLIENT will attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and site visits to determine substantial completion and readiness of the completed work for final payment.
   c) CLIENT will primarily communicate with any of ENGINEER's subconsultants through ENGINEER and will promptly inform ENGINEER of the substance of any communications between CLIENT and ENGINEER's subconsultants and will refrain from directing the services of ENGINEER's subconsultants.
   d) CLIENT will authorize ENGINEER to provide Additional Services as required.

2. Project Information
   a) CLIENT will provide ENGINEER with CLIENT's budget for the project, including type and source of funding to be used, and will inform ENGINEER if the budget or funding sources change.
   b) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will provide ENGINEER with information and data needed by ENGINEER for the performance of the Scope of Services, including CLIENT's design objectives and constraints, space, capacity, and performance requirements, flexibility and expandability needs, design and construction standards, budgetary limitations, property descriptions, zoning, deed and other land use restrictions, surveys, topographic mapping and utility documentation, property, boundary, easement, right-of-way and other special surveys or data, including establishing relevant reference points, studies, investigations, tests and reports related to the site,

environmental, historical or cultural information relevant to the site or project, and any other information and data required for the project.

c) CLIENT will give instructions to ENGINEER regarding CLIENT's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and CLIENT's construction contract practices and requirements.

d) CLIENT will furnish to ENGINEER CLIENT's standard contract forms, general conditions, supplementary conditions, text, and related documents, insurance and bonding requirements, CLIENT's safety and security programs applicable to the contractor, diversity and other social responsibility requirements, binding and contract requirements of funding, financing or regulatory agencies, and any other information necessary for ENGINEER to assist CLIENT in preparing the bidding/proposal documents and front-end construction contract documents.

3. CLIENT-Furnished Services

a) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will acquire or arrange for acquisition of the site(s) and any temporary or permanent rights of access, easements, or property rights needed for the project.

b) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will provide, obtain, or arrange for all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the project.

c) If there will be an advertisement soliciting bids for construction, CLIENT will place and pay for such advertisement.

d) Where required, CLIENT will provide all accounting, bond and financial advisory services, independent cost estimating, and insurance counseling services.

e) CLIENT will provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the construction contract documents (other than those required to be furnished or arranged by the contractor), or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the work with appropriate professional interpretation thereof.

5. COMPENSATION

CLIENT shall compensate ENGINEER for ENGINEER's performance of the Scope of Services as hereunder described:

1. Table of Compensation

Phase/Task/Deliverable	Reference	Amount	Basis of Compensation	Notes
Design Survey & Mapping	2.2.a.viii.3	$15,650	Lump Sum	
Initial Layout	2.2.a.ix	$21,300	Hourly Rates	
10% Design & Drawings	2.2.a.x	$36,300	Lump Sum	
QA/QC & Review	2.2.b	$6,700	Lump Sum	
Additional Services	3.1, 3.2	$0	Hourly Rates	
Total	-	$79,950	-	-

2. Lump Sum Basis of Compensation

a) CLIENT shall compensate ENGINEER for performance of the Scope of Services for the lump sum amounts identified by Phase/Task/Deliverable in the Table of Compensation.

b) Lump sum fees include compensation for ENGINEER's services and services of ENGINEER's subconsultants, if any. Appropriate amounts have been incorporated in the lump sum amounts to account for labor costs, overhead, profit, and expenses.

c) The portion of the lump sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the percentage of the total lump sum Phase/Task/Deliverable services performed during the billing period.

3. Hourly Rates Basis of Compensation
   a) CLIENT shall compensate ENGINEER for performance of the Scope of Services for an amount equal to the hours charged to the hourly rate Phase/Task/Deliverables by ENGINEER's personnel multiplied by the hourly rates and fees for the appropriate labor code or reimbursable expense identified on the attached fee schedule.
   b) Compensation items and totals based in whole or in part on hourly rates are estimates for planning purposes.
   c) The hourly rates and fees charged by ENGINEER constitute complete compensation for ENGINEER's services, including labor costs, material expenses, overhead, and profit.
   d) ENGINEER may alter the distribution of compensation between individual hourly rate Phase/Task/Deliverables identified in the Table of Compensation to be consistent with services rendered, but compensation will not exceed the total estimated compensation amount unless approved by CLIENT.

4. Billing Schedule
   a) Invoices will be submitted no more than once monthly, unless otherwise agreed to by CLIENT and ENGINEER. Invoices are due and payable within thirty (30) calendar days of the presentation of ENGINEER's invoice for Services to CLIENT.

6. EXHIBITS

Attached hereto and incorporated into the assumptions, terms, conditions, promises and obligations of this Work Release are the following Exhibit(s): Fee Schedule.

SUNRISE ENGINEERING

FEE SCHEDULE*

Labor Code	Work Classification	Hourly Rate	Labor Code	Work Classification	Hourly Rate
51	Administrative I	$62	315	Electrical Tech V	$182
52	Administrative II	$82	350	Construction Observer V	$182
53	Administrative III	$105	351	Construction Observer I	$105
54	Administrative IV	$129	352	Construction Observer II	$127
91	PI Specialist I	$113	353	Construction Observer III	$140
92	PI Specialist II	$124	354	Construction Observer IV	$161
93	PI Specialist III	$135	401	CAD Drafter I	$98
94	PI Specialist IV	$147	402	CAD Drafter II	$117
95	PI Manager	$158	403	CAD Drafter/Designer III	$129
96	PI Director	$170	404	CAD Drafter/Designer IV	$145
100	Engineer Student Intern	$110	405	CAD Drafter/Designer V	$161
101	Engineer Intern (EIT) I	$125	500	Funding Specialist	$156
102	Engineer Intern (EIT) II	$139	510	Plan Reviewer	$145
103	Engineer Intern (EIT) III	$154	511	Building Inspector I	$86
104	Engineer III	$168	512	Building Inspector II	$100
105	Engineer IV	$182	513	Building Inspector III	$125
106	Engineer V	$196	514	Building Official	$180
107	Senior Engineer	$239	601	GIS Technician	$90
108	Engineer VI	$210	602	GIS Senior Technician	$110
109	Engineer VII	$225	611	GIS Analyst	$135
110	Principal Engineer	$249	613	GIS Senior Analyst	$165
120	Electrical Student Intern	$103	614	GIS Developer	$175
121	Electrical Engineer Intern (EIT) I	$143	615	GIS Team Lead	$180
122	Electrical Engineer Intern (EIT) II	$161	701	Planner I	$117
123	Electrical Engineer III	$182	702	Planner II	$135
124	Electrical Engineer IV	$196	703	Planner III	$146
125	Electrical Engineer V	$209	704	Planner IV	$161
126	Principal Electrical Engineer	$254	705	Planner V	$179
127	Electrical Engineer Intern (EIT) III	$172	706	Planning Manager	$199
128	Electrical Engineer VI	$224	711	Project Manager I	$157
129	Electrical Engineer VII	$238	712	Project Manager II	$168
130	Senior Electrical Engineer	$246	713	Project Manager III	$180
301	Engineering Tech I	$95	714	Project Manager IV	$191
302	Engineering Tech II	$109	715	Project Manager V	$199
303	Engineering Tech III	$127	921	Survey Tech	$99
304	Engineering Tech IV	$142	930	Survey CAD Tech	$139
305	Engineering Tech V	$158	940	Survey Manager	$188
311	Electrical Tech I	$110	945	Registered Surveyor	$203
312	Electrical Tech II	$128	950	Principal Surveyor	$225
313	Electrical Tech III	$149	955	One Man Survey Crew	$165
314	Electrical Tech IV	$165			

REIMBURSABLE EXPENSE SCHEDULE*

Expense	Rate
Per Diem	$59/Day
UTV (On-Site)	$200/Day

*Fees automatically change after the beginning of each year and are subject to change on other occasions.

*Subconsultant and other direct expenses will be invoiced as cost incurred plus 15% handling fee.

*A convenience fee of 4% will be applied to all payments made with a credit card.

Sunrise Base 02-2025

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a contract with Sunrise Engineering for design services for for the 650 South project.

Discussion: Hurricane City has selected Sunrise Engineering to design the 650 South project. Sunrise has since drafted a scope of work and associated cost proposal. The scope of this project is extensive and includes roadway reconstruction and widening from 700 West to 1530 West. Right-of-Way acquisition will be a large part of this project, together with retaining walls and landscape mitigation.

Findings: The fee proposal is within the budget parameters for this project. The amount is $420,700.

Recommendation: Staff recommends approval of the design contract. – Arthur LeBaron

11 North 300 West, Washington, Utah 84780
Tel: 435.652.8450 | **Fax**: 435.652.8416

WORK RELEASE NO. 2025-3

650 SOUTH ROADWAY RECONSTRUCTION

Hurricane City
147 North 870 West
Hurricane, UT 84737

EXECUTION AND EFFECTIVE DATE

This Work Release No. 2025-3 has been executed by the duly authorized representatives of the parties and shall be effective as of the date of execution by CLIENT.

CLIENT:	Hurricane City	ENGINEER:	Sunrise Engineering, LLC
By:		By:	
Date:		Date:	October 8, 2025
Name:		Name:	Vernal E Maloy, P.E.
Title:		Title:	Service Center Manager

WORK RELEASE NO. 2025-3

This Work Release is entered into by and between Hurricane City (CLIENT) and Sunrise Engineering, LLC (ENGINEER) pursuant to Article 1 of the parties' Agreement for Engineering and Technical Services, dated July 1, 2023, hereinafter referred to as the "Agreement".

RECITAL

Pursuant to the Agreement, CLIENT and ENGINEER desire to identify certain engineering and/or technical services to be performed by ENGINEER. Such services are hereinafter referred to as ENGINEER's "Services" or "Scope of Services", and the assumptions, terms, conditions, promises and obligations of ENGINEER's Services are as described in this Work Release; furthermore, the terms, conditions, promises and obligations of the Agreement are incorporated by reference into this Work Release.

CLIENT's project for which ENGINEER's Services are being retained is the "Relevant Project" as defined in the Agreement and summarized in Article 1: Background Information. The Relevant Project is generally referred to herein as "project" or "the project".

ARTICLES

It is agreed that ENGINEER will perform the following Services:

1. BACKGROUND INFORMATION

CLIENT has furnished the following project information to ENGINEER and ENGINEER's Scope of Services is being proposed based on this background. As the project moves forward, some of the information may change or be refined, and additional information may become known, resulting in the possible need to change, refine, or supplement the Scope of Services. Details relative to CLIENT's project include the following:

1. Relevant Project Name: **650 South Roadway Reconstruction**
2. Type of Facility: **Roadway**
3. Size of Facility: **Approximately 4,000 lineal feet**
4. Facility Location: **Hurricane, Washington County, Utah**
5. Summary of Improvements: **Reconstruction of the roadway at 650 South from approximately 700 W to 1530 W in accordance with CLIENT's standard 60-foot Right-of-Way. The roadway currently consists of degrading asphalt of varying widths, with intermittent segments of curb and gutter. Improvements would include reconstructing the pavement, curb & gutter, sidewalk, storm drain, and water lines within the roadway. (see attached Preliminary Project Exhibit)**
6. Preliminary Construction Estimate: **CLIENT has prepared a preliminary estimate of $4.5 million, covering construction costs only**
7. Funding Sources: **Self-funded by CLIENT**
8. Relevant Studies, Reports, Plans: **Hurricane Stormwater Master Plan 2025**
9. Design CAD Standards: **ENGINEER's CAD Standards**
10. Design Code Standards: **Hurricane City Standards for Design & Construction**
11. Bidding & Contract Documents: **Hurricane City Front End Documents**
12. Construction General Conditions: **Hurricane City General Conditions**
13. Project Specifications: **Hurricane City Standards for Design & Construction, ENGINEER's special provisions.**

14. Anticipated Drawing Contents: **General Sheets, Demolition Plan, Site Plan, Plan & Profile Sheets, Utility Plans (Water, Irrigation, Storm Drain, Typical Sections, Signing & Striping Plan, Detail Sheets, Planting Plan, Irrigation Plan, Wall Plan.**
15. Expected Construction Start: **December 2026**
16. Number of Prime Construction Contracts: **One**
17. Project Assumptions:
    a) **CLIENT owned ROW is not adequate for the proposed 60-foot ROW section. Additional ROW will need to be purchased. ENGINEER will provide CLIENT legal descriptions for additional property to be acquired. CLIENT will contract separately with an acquisition agent to manage negotiations. CLIENT will file ROW documentation with the county.**
    b) **Retaining walls may be necessary to mitigate significant roadway edge drops.**
    c) **All curb and gutter along the north side of the roadway will be removed and replaced. Curb and gutter along the south side will be removed and replaced selectively.**
    d) **CLIENT will contract separately for Geotechnical services for preparation of a Geotechnical Investigation Report to be provided to ENGINEER for use in design. ENGINEER may rely on the information presented in said report.**
    e) **CLIENT will provide GIS data for existing utilities within the project area. ENGINEER may rely on said data. However, GIS data will not include gas or communication infrastructure. ENGINEER shall coordinate with utility providers to obtain information regarding the existence of gas and communication infrastructure.**
    f) **CLIENT will provide aerial imagery of the project area. ENGINEER may elect to use CLIENT furnished imagery, or imagery produced in-house, at ENGINEER's discretion.**
    g) **ENGINEER shall provide a map indicating potential utility conflicts and CLIENT will conduct potholing or other field investigations in order to verify said conflicts.**
    h) **Power poles along the roadway may conflict with proposed improvements and require relocation. The CLIENT is unsure what direction to take with an electrical design and has requested preliminary engineering to help inform the power department. Electrical design is not included.**
    i) **Progress meetings will be held on a bi-weekly basis during the design.**
    j) **ENGINEER's services related to the Construction Phase of the Project are not included. If such services become required, CLIENT may request such services through an amendment to this agreement or through a separate agreement.**
    k) **Existing sewer infrastructure shall be accommodated in place.**
    l) **All existing water mains and associated appurtenances within the project alignment are to be removed and replaced. Additionally, all service laterals from the main to the meter will be replaced.**
    m) **All existing storm drain infrastructure shall be removed and replaced. Storm drain improvements will also include designing an outlet pipe to an existing retention basin located at approximately 1220 W. Additionally, improvements shall include design of the outfall from the intersection of 920 W to Gould Wash.**
    n) **CLIENT will pothole potential utility conflict areas. Previous field investigations from other projects may be relevant, CLIENT will review and provide existing data to ENGINEER as appropriate.**
    o) **CLIENT is currently developing an updated Storm Water Master Plan. CLIENT will advise ENGINEER of any recommended improvements within the Project area. Design of any such improvements may be considered an additional service and subject to a compensation adjustment.**
    p) **CLIENT will provide a landscaping palette to ENGINEER. ENGINEER will meet individually with property owners to gather landscaping preferences.**
    q) **ENGINEER will meet individually with property owners to explain project impacts and attempt to secure signed agreements for access and performance of work on private property.**
    r) **Construction Plans will be furnished in PDF format, DWG format, and three sets on paper.**
    s) **Specifications will be furnished in PDF format, Microsoft Word Format, and three sets on paper.**

2. SCOPE OF SERVICES

Based on the Background Information and for the project summarized above, ENGINEER proposes to perform the following engineering Scope of Services:

1. **Management of Engineering Services**
   a) All phases of ENGINEER's services will include management of ENGINEER's project-specific responsibilities, including but not limited to the following management tasks:
      i) Develop and submit an engineering services schedule.
      ii) Coordinate services within ENGINEER's internal team, including subconsultants.
      iii) Prepare for and participate in meetings with consultants and contractors working on other parts of the project that may affect or be affected by ENGINEER's services or resulting construction.
      iv) Prepare and submit regular engineering services progress reports to CLIENT.
      v) Conduct ongoing management tasks, including maintaining communications, records and files pertaining to ENGINEER's services.
      vi) With respect to ENGINEER's services and other directly relevant parts of the project, prepare for and participate in periodic progress meetings with CLIENT; and
      vii) Prepare agendas prior to and minutes following meetings conducted by ENGINEER.
2. **Preliminary Design Phase**
   a) Upon authorization by CLIENT, ENGINEER will:
      i) Review and assess available, relevant project information and data, including pertinent reports or studies and related instructions from CLIENT.
         (1) Based on review and assessment of available information and data, advise CLIENT of any need for CLIENT to obtain, furnish, or otherwise make available to ENGINEER additional information.
      ii) Visit the site as needed to perform the Preliminary Design Phase.
      iii) Relative to design survey and mapping:
         (1) When surveys, topographic mapping, utility documentation, etc. are to be provided by CLIENT, coordinate with CLIENT's utility engineer, utility consultant, or land surveyor for the necessary surveys, mapping, and documentation required for ENGINEER's design purposes.
         (2) When surveys, topographic mapping, utility documentation, etc. are to be provided by ENGINEER, perform such services as a supplemental Preliminary Design Phase task as described in this Scope of Services.
      iv) Relative to above-ground utilities:
         (1) Review above-ground utilities information obtained from others and from observations at the site.
         (2) Make recommendations to CLIENT regarding any further identification, investigation, or mapping of above-ground utilities at or adjacent to the site and necessary for ENGINEER's design purposes.
      v) Relative to underground facilities:
         (1) Review underground facilities data furnished by CLIENT or others and advise CLIENT on the need to further identify, investigate, or map underground facilities at or adjacent to the site.
            (a) In CLIENT's behalf, and with CLIENT's assistance, reach out to underground facility owners which evidently have underground facilities at or adjacent to the site for information on the vertical and horizontal alignments and quality of such underground facilities.
            (b) CLIENT acknowledges and accepts that the information received from underground facility owners may be incorrect, incomplete, outdated, or otherwise flawed, and that ENGINEER, bidders, and the contractor bear and accept no risks associated with or resulting from such flawed information.
         (2) Support CLIENT's efforts to expose, investigate, or pothole underground facilities.
      vi) Relative to mitigation of utilities conflicts:

(1) Identify potential conflicts between the project and above-ground utilities and underground facilities and identify the potential need for the relocation of existing above-ground utilities and underground facilities.
(2) Advise CLIENT regarding the need for resolution of such conflicts with utility and underground facilities owners and permit agencies, and support CLIENT in CLIENT's efforts to resolve such conflicts.

vii) Prepare a permit summary document that identifies CLIENT's permit duties, ENGINEER's permit duties, and the contractor's permit duties, and the schedule for permitting activities.

viii) Relative to preparing bidding/proposal documents and front-end construction contract documents:
(1) Review CLIENT's instructions regarding its policies for procurement of construction services, instructions regarding advertisements for bids, instructions to bidders, requests for proposals, etc.
(2) Review CLIENT's construction contract practices and requirements, insurance and bonding requirements, and other information necessary to prepare CLIENT's bidding/proposal documents and front-end construction contract documents.
(3) Obtain copies of CLIENT's standard bidding/proposal documents and front-end construction contract documents, and any other related documents or content for ENGINEER to include in drafts of the project-specific bidding/proposal documents and front-end construction contract documents.
(4) Consider the effects of the bidding/proposal documents and front-end construction contract documents on the project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.

ix) Perform or provide the following supplemental Preliminary Design Phase tasks or deliverables:
(1) Design Survey and Mapping
(a) Perform design survey and mapping of the site including the area likely to be affected by the project.
(b) Collect survey points sufficient to map existing hardscape and softscape boundaries, above-ground utilities, surface features, contour features, observed monuments, etc.
(c) Collect data on storm drain, irrigation and wastewater utility flowlines, inverts, and similar features, when surface elements of such features are visible and accessible.
(d) Set, at minimum, five control points for use in subsequent surveys and construction staking.
(e) Prepare a topographic base map representing the collected points and data to support the Preliminary Design and Final Design Phases.
(f) Deliver the topographic base map in State Plane coordinates.
(g) Boundary surveys, record of survey maps, setting monuments, and similar services are excluded from the design survey and mapping scope.
(2) Potholing Assistance
(a) Provide CLIENT a map of potential utility conflicts.
(b) Assist CLIENT as needed to survey exposed utilities.
(3) Easement & Right-Of-Way Documents
(a) Prepare easement or right-of-way documents for properties that have property boundaries that will conflict with the proposed 60 foot right of way cross section.
(b) CLIENT will work with a title company to get vesting documents put together.
(4) House Sheet Documents
(a) Prepare an exhibit showing property boundary and proposed project right of way for each household bordering the project.
(b) Create an informative project description to attach with each house sheet explaining the project and the project affects.
(c) Create three generic landscaping exhibits for homeowners to select which type of landscaping is preferred.

(d) Include a signature page for stakeholders to sign a temporary construction access agreement and landscaping preferences.

(5) Public Involvement

(a) Attain log of stakeholder property owners contact information with any details specifying the outcome of ROW acquisition/perpetual easement negotiations from CLIENT.

(b) Public Involvement to distribute house sheets and communicate with property owners on project affects and gain signature for temporary access to property during construction as well as landscape preferences.

(i) Signatures will be attained using either Docusign or hardcopy efforts.

(6) Preliminary Electrical Layout Design

(a) Power poles along the roadway may conflict with proposed improvements and require relocation. Engineer's scope includes providing PRELIMINARY design work including retaining wall locations and how to accommodate either poles or buried line layout in close proximity to retaining walls together with equipment layout such as transformers and switch vaults. ENGINEER's scope does not include electrical engineering services.

x) Prepare a Preliminary Design Phase report summarizing, as appropriate, the Preliminary Design Phase deliverables identified heretofore and ENGINEER's findings and recommendations for advancing the project to the Final Design Phase.

(1) The Preliminary Design Phase report will be in the format of a summary memorandum with attachments, or otherwise organized and assembled for ease and practicality of use.

(2) The Preliminary Design Phase report will consider the following matters to the extent applicable to the project:

(a) The project concept, intent, performance criteria, desired outcomes, CLIENT's design and construction standards, and CLIENT-directed improvements and facility elements.

(b) Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; constituents of concern or hazardous materials; cultural, historical, and archaeological resources at the site; wetlands information; and evaluations of flora and fauna that may be affected by the project.

(c) The time schedule for completion of the project and estimated schedule(s) for construction.

(d) Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.

(e) The impact of project strategies, technologies, and techniques, sustainable features, and enhanced resiliency selected by CLIENT for inclusion in the project.

(f) The impact of schedules and probable construction cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when necessary and authorized by CLIENT.

(g) Construction phase quality assurance and quality control needs affecting development of drawings and specifications and other final design and bidding phase documents.

(h) The effect of permits and authorizations by other entities and utility coordination needs.

xi) Prepare preliminary drawings representing roughly 30% design achievement.

xii) Prepare a preliminary opinion of probable construction cost for the project based on the information contained in the Preliminary Design Phase documents and based on information provided by CLIENT, assist CLIENT in tabulating the various cost categories which comprise the total project costs.

xiii) Furnish the Preliminary Design Phase report, preliminary drawings, preliminary opinion of probable construction cost, and any other Preliminary Design Phase deliverables to CLIENT, review the deliverables with CLIENT, and receive CLIENT's comments.

xiv) Revise the Preliminary Design Phase report, preliminary opinion of probable construction cost, preliminary drawings, and any other deliverables in response to CLIENT's comments, as appropriate, and submit revised deliverables to CLIENT.

b) ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when ENGINEER has delivered to CLIENT the final Preliminary Design Phase deliverables, as revised.

3. Final Design Phase

a) After acceptance by CLIENT of the Preliminary Design Phase deliverables, issuance by CLIENT of any instructions for changes to the scope, extent, character, or design requirements of the project, and any changes to the Background Information, ENGINEER and CLIENT will discuss, resolve, and document any necessary revisions to ENGINEER's Scope of Services, compensation, and the time for completion of ENGINEER's services resulting from such instructions or changes.

b) Upon authorization from CLIENT, ENGINEER will prepare final drawings and specifications indicating the scope, extent, and character of the work to be performed and furnished by the contractor, in accordance with the Preliminary Design Phase deliverables.

c) As part of the preparation of the drawings and specifications, ENGINEER will prepare interim drafts for CLIENT's review and final drawings and specifications as follows:

i) First Final Design Phase draft of drawings, specifications, and preliminary opinion of probable construction cost, representing approximately 60% design achievement.

ii) Second Final Design Phase draft of drawings, specifications, and preliminary opinion of probable construction cost, addressing CLIENT's comments and including appropriate design advancement, representing approximately 90% design achievement.

iii) Final drawings and specifications (representing 100% design achievement) that address CLIENT's comments, deliver the design, are suitable for estimating and pricing by prospective contractors, and are ready for construction. Also, deliver a final opinion of probable construction cost.

d) Prepare bidding/proposal documents, draft front-end construction contract documents, and other related documents or content.

i) ENGINEER will furnish to CLIENT draft bidding/proposal documents and front-end construction contract documents. Following its review, CLIENT will transmit to ENGINEER one coordinated set of comments and revisions to the draft documents.

ii) Following receipt of CLIENT's comments and revisions, ENGINEER will prepare final bidding/proposal and front-end construction contract documents for CLIENT's use in issuing the project for public bid.

e) In preparing the specifications and bidding/proposal and front-end construction contract documents or other documents that are part of ENGINEER's Scope of Services, ENGINEER will obtain from CLIENT any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and similar considerations, and comply with or account for such constraints in drafting said documents.

f) Perform or furnish the following other Final Design Phase services:

i) Visit the site as needed to assist in preparing the final drawings and specifications.

ii) Identify and indicate in the construction contract documents the permits and approvals for which contractor will be responsible; in addition, indicate those permits initially obtained by CLIENT for which contractor will be a co-permittee, together with associated requirements.

iii) Advise CLIENT of recommended adjustments to the opinion of probable construction cost.

iv) Assist CLIENT in assembling known reports and drawings of site conditions and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

v) Review the preliminary schedule for the construction phase and advise CLIENT when initial understanding of the construction contract times should be revised.

g) Perform or provide the following supplemental Final Design Phase tasks or deliverables:

i) Landscape Architecture

(1) Perform landscaping and irrigation design services, including drawings, specifications, bid item tabulations, preliminary costing, etc.

(2) **Create 3 preliminary concept options in a simple color rendered plan format with up to 2 3D modeled/perspective scenes for each concept of the roadway corridor to convey general design intent. These will be utilized in the house sheet documents.**

(a) **Develop image board to convey general design intent (including proposed plantings and precedence imagery)**

ii) **Wall Analysis and Design**

(1) **Precast modular block or rockery walls greater than 4 feet in height will be analyzed in Redi-Rock Wall+ or MSEW + software for each applicable soil type and geometry to determine the factors of safety for: Overturning, sliding, bearing capacity, global stability.**

(a) **This scope anticipates four wall designs for walls ranging between 4 and 15 feet in height.**

h) Furnish for review by CLIENT the final drawings and specifications, final bidding/proposal documents, final front-end construction contract documents, the final opinion of probable construction cost, and any other Final Design Phase deliverables, and review the deliverables with CLIENT.

i) Revise the Final Design Phase deliverables in response to CLIENT's comments, as appropriate, and submit revised deliverables.

j) ENGINEER's services under the Final Design Phase will be considered complete on the date when ENGINEER has delivered to CLIENT the final drawings and specifications, final bidding/proposal documents, final front-end construction contract documents, final opinion of probable construction cost, and any other Final Design Phase deliverables, as revised.

4. <u>Permitting Phase</u>

a) Concurrent with and following ENGINEER's provision of the Final Design Phase deliverables, ENGINEER will prepare and submit on CLIENT's behalf applications for permits from and approvals of authorities having jurisdiction over the construction or operation of the project, including the following tasks:

i) Update the permit summary document created in the Preliminary Design Phase to include Final Design detail.

ii) Prepare technical criteria, written descriptions, and design data for the permitting applications, where required.

iii) Prepare and file the following permit applications, with required supporting documentation, for permits from or approvals of authorities having jurisdiction:

(1) Hurricane City Joint Utility Committee (JUC)

iv) Relative to permit applications filed, receive comments from authorities having jurisdiction and evaluate such authorities' comments, requirements and requested revisions, if any.

(1) Confer with CLIENT regarding required revisions, if any, to the application(s) or supporting documents, and make appropriate revisions to the application(s) and supporting documents such as technical criteria, written descriptions, design data, bidding/proposal documents, front-end construction contract documents, drawings or specifications as required by authorities having jurisdiction over the construction or operation of the project.

(2) Communicate with authorities having jurisdiction to understand the basis for comments and required revisions and to advocate for permitting or approval of the project.

v) File on CLIENT's behalf revised applications and supporting documents required by authorities having jurisdiction.

b) CLIENT acknowledges that:

i) ENGINEER does not guarantee issuance of any required permit or approval.

ii) Permitting processes are inherently subjective; multiple submittal iterations may be required to achieve permitted or approved status.

c) Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of CLIENT and will be paid directly by CLIENT or, if paid by ENGINEER, will be reimbursed by CLIENT.

5. <u>Bidding/Proposal Phase</u>

a) Performance by ENGINEER of all or a portion of the following tasks depends on CLIENT's role and involvement in the Bidding/Proposal Phase work. This project assumes **ENGINEER** will primarily lead and perform the work of the Bidding/Proposal Phase, with **CLIENT** acting in a secondary or supporting role.

b) After acceptance by CLIENT of the Final Design Phase deliverables and after having received the necessary permits or assurances thereof, upon authorization by CLIENT to proceed, and to the extent required by ENGINEER's primary or secondary role in the Bidding/Proposal Phase of the work, ENGINEER will:

i) Assist CLIENT in advertising for and obtaining bids or proposals for the work, including the following:

(1) Assist CLIENT in issuing assembled bidding/proposal documents and proposed construction contract documents to prospective contractors.

(a) The following method(s) will be used to distribute bidding documents:

(i) CLIENT's procurement website

(2) If applicable, maintain a record of prospective contractors to which documents have been issued.

(3) Attend pre-bid conferences, if any.

(4) Receive and process contractor deposits or charges, if any, for the issued documents.

ii) Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.

iii) Evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding/proposal documents.

iv) Attend the bid opening, prepare bid tabulation sheets, and assist CLIENT in evaluating bids or proposals, assembling final construction contracts for the work for execution by CLIENT and the contractor, and in preparing notices of award to be issued by CLIENT for such contracts.

(1) Provide information or assistance needed by CLIENT during any review of bids, proposals, or negotiations with prospective contractors.

(2) Consult with CLIENT as to the qualifications of prospective contractors, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors.

(3) If CLIENT engages in negotiations with bidders or proposers, assist CLIENT with respect to technical and engineering issues that arise during the negotiations.

v) Perform or provide the following supplemental Bidding/Proposal Phase tasks or deliverables:

(1) Preparing conformed construction contract documents that incorporate and integrate the content of addenda and any amendments negotiated by CLIENT and the contractor.

c) The Bidding/Proposal Phase will be considered complete upon award of construction contracts for the work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

3. ADDITIONAL SERVICES

CLIENT may authorize ENGINEER to furnish or obtain from others Additional Services of the types listed below, which, unless expressly stated, are not included in the Scope of Services detailed above. If such Additional Services are performed by ENGINEER, CLIENT shall compensate ENGINEER under the hourly rate basis of compensation according to the attached fee schedule unless agreed to by CLIENT and ENGINEER, as follows:

1. <u>Additional Services Not Requiring CLIENT's Written Authorization</u>

a) ENGINEER will advise CLIENT that ENGINEER is commencing to perform or furnish Additional Services of the types listed below. ENGINEER shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from CLIENT.

i) Services essential to the orderly progress of the Bidding/Proposal Phase and not wholly quantifiable prior to those phases or otherwise dependent on the actions of prospective individual bidders, including:

(1) Revising drawings and specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items.

(2) Providing to CLIENT additional or new information not previously prepared or developed by ENGINEER for their use in applying for or obtaining permits and licenses, in responding to

agency comments on such applications, or in the administration of any such permits or licenses.

ii) Implementing coordination of ENGINEER's services with other parts of the project that are not planned or designed by ENGINEER, unless CLIENT furnished to ENGINEER substantive information about such other parts of the project prior to the parties' entry into this Work Release as identified in the Background Information.

iii) To the extent the project is subject to laws and regulations governing public or government records disclosure or non-disclosure, compliance with such laws and regulations.

2. <u>Additional Services Requiring CLIENT's Written Authorization</u>

a) If authorized in writing by CLIENT, ENGINEER will perform or furnish Additional Services of the types listed below. ENGINEER shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from CLIENT.

i) Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided in the Scope of Services.

ii) Preparation of applications and supporting documents (in addition to those furnished under the Scope of Services) for private or governmental grants, loans, or advances in connection with the project.

iii) Preparation or review of environmental assessments and impact statements and assistance to or on behalf of CLIENT in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

iv) Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT or others.

v) Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by ENGINEER, or the project's design requirements, including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction, or method of financing, and revising previously accepted studies, reports, drawings, specifications, or construction contract documents when such revisions are required by changes in laws and regulations enacted subsequent to the effective date of this Work Release or are due to any other causes beyond ENGINEER's control.

vi) Services required due to CLIENT's providing incomplete or incorrect project information to ENGINEER.

vii) Providing renderings or models for CLIENT's use, including development, management, and other services in support of building information modeling or civil integrated management.

viii) Undertaking investigations and studies including, but not limited to:

(1) All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design.

(2) Detailed consideration of operations, maintenance, and overhead expenses.

(3) Feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the project and do not include rendering advice regarding municipal financial products or the issuance of municipal securities.

(4) Building, property, or similar appraisals.

(5) Providing services necessary to assist CLIENT in obtaining licenses for proprietary systems or processes.

(6) Detailed quantity surveys of materials, equipment, and labor.

ix) Furnishing the services of ENGINEER's subconsultants for tasks other than those identified in the Scope of Services.

x) Services attributable to more prime construction contracts than specified in the Background Information.

xi) Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents), preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective bidders, and preparing construction contract documents for alternate bids.
xii) Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
xiii) Any services by ENGINEER in connection with CLIENT or ENGINEER providing a document to a requesting party not including CLIENT, ENGINEER, or the contractor.
xiv) Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, CLIENT in any litigation, arbitration, mediation, lien, or bond claim, or other legal or administrative proceeding involving the project (but not including disputes between CLIENT and ENGINEER).
xv) Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction, and providing other special field surveys, unless otherwise identified in the Scope of Services.
xvi) Extensive services required during any correction period, or with respect to monitoring the contractor's compliance with warranties and guarantees called for in the construction contract, except as identified in the Scope of Services.
xvii) Other additional services performed or furnished by ENGINEER not otherwise provided for in this Work Release.

4. CLIENT'S RESPONSIBILITIES

CLIENT agrees to perform, provide, or deliver the information, data, and services indicated below, together with all other information, data, and services necessary for delivery and completion of the project and not expressly included in the Scope of Services to be performed by ENGINEER.

1. CLIENT's General Responsibilities

a) CLIENT will examine alternative solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER and render in writing timely decisions pertaining thereto.
b) CLIENT will give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of:
   i) Any development that affects the scope or time of performance of ENGINEER's services.
   ii) The presence at the site of any constituent of concern or hazardous material.
c) CLIENT will advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services regarding the project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
d) CLIENT will attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and site visits to determine substantial completion and readiness of the completed work for final payment.
e) CLIENT will primarily communicate with any of ENGINEER's subconsultants through ENGINEER and will promptly inform ENGINEER of the substance of any communications between CLIENT and ENGINEER's subconsultants and will refrain from directing the services of ENGINEER's subconsultants.
f) CLIENT will authorize ENGINEER to provide Additional Services as required.

2. Project Information

a) CLIENT will provide ENGINEER with CLIENT's budget for the project, including type and source of funding to be used, and will inform ENGINEER if the budget or funding sources change.
b) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will provide ENGINEER with information and data needed by ENGINEER for the performance of the Scope of Services, including CLIENT's design objectives and constraints, space, capacity, and performance requirements, flexibility and expandability needs, design and construction standards, budgetary limitations, property

descriptions, zoning, deed and other land use restrictions, surveys, topographic mapping and utility documentation, property, boundary, easement, right-of-way and other special surveys or data, including establishing relevant reference points, studies, investigations, tests and reports related to the site, environmental, historical or cultural information relevant to the site or project, and any other information and data required for the project.

c) CLIENT will give instructions to ENGINEER regarding CLIENT's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and CLIENT's construction contract practices and requirements.

d) CLIENT will furnish to ENGINEER CLIENT's standard contract forms, general conditions, supplementary conditions, text, and related documents, insurance and bonding requirements, CLIENT's safety and security programs applicable to the contractor, diversity and other social responsibility requirements, binding and contract requirements of funding, financing or regulatory agencies, and any other information necessary for ENGINEER to assist CLIENT in preparing the bidding/proposal documents and front-end construction contract documents.

3. <u>CLIENT-Furnished Services</u>

a) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will acquire or arrange for acquisition of the site(s) and any temporary or permanent rights of access, easements, or property rights needed for the project.

b) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will provide, obtain, or arrange for all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the project.

c) If there will be an advertisement soliciting bids for construction, CLIENT will place and pay for such advertisement.

d) Where required, CLIENT will provide all accounting, bond and financial advisory services, independent cost estimating, and insurance counseling services.

e) CLIENT will perform or provide the following supplemental CLIENT-Furnished Services tasks or deliverables:

i) Geotechnical Investigation

(1) Provide a report which includes pertinent details and recommendations for site design.

ii) Right of Way Negotiations

(1) CLIENT will work with property owners and stakeholders to negotiate and get signatures from property owners to obtain needed Right of Way.

f) CLIENT will provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the construction contract documents (other than those required to be furnished or arranged by the contractor), or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the work with appropriate professional interpretation thereof.

5. COMPENSATION

CLIENT shall compensate ENGINEER for ENGINEER's performance of the Scope of Services as hereunder described:

1. **Table of Compensation**

Phase/Task/Deliverable	Reference	Amount	Basis of Compensation	Notes
Preliminary Design Phase	2.2	$148,000	Lump Sum	
Design Survey and Mapping	2.2.a.ix.1	$23,400	Lump Sum	
Potholing Assistance	2.2.a.ix.2	$6,000	Hourly Rates	
Easement & Right-of-Way Documents	2.2.a.ix.3	$32,000	Lump Sum	
House Sheet Documents	2.2.a.ix.4	$8,000	Lump Sum	
Public Involvement	2.2.a.ix.5	$27,000	Hourly Rates	
Preliminary Electrical Layout	2.2.a.ix.6	$8,000	Lump Sum	
Final Design Phase	2.3	$107,000	Lump Sum	
Landscape Architecture	2.3.g.i	$46,000	Lump Sum	
Wall Analysis and Design	2.3.g.ii	$2,800	Lump Sum	
Permitting Phase	2.4	$4,500	Hourly Rates	
Bidding/Proposal Phase	2.5	$8,000	Hourly Rates	
Additional Services	3.1, 3.2	$0	Hourly Rates	
Total	-	$420,700	-	-

2. **Lump Sum Basis of Compensation**
   a) CLIENT shall compensate ENGINEER for performance of the Scope of Services for the lump sum amounts identified by Phase/Task/Deliverable in the Table of Compensation.
   b) Lump sum fees include compensation for ENGINEER's services and services of ENGINEER's subconsultants, if any. Appropriate amounts have been incorporated in the lump sum amounts to account for labor costs, overhead, profit, and expenses.
   c) The portion of the lump sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the percentage of the total lump sum Phase/Task/Deliverable services performed during the billing period.
3. **Hourly Rates Basis of Compensation**
   a) CLIENT shall compensate ENGINEER for performance of the Scope of Services for an amount equal to the hours charged to the hourly rate Phase/Task/Deliverables by ENGINEER's personnel multiplied by the hourly rates and fees for the appropriate labor code or reimbursable expense identified on the attached fee schedule.
   b) Compensation items and totals based in whole or in part on hourly rates are estimates for planning purposes.
   c) The hourly rates and fees charged by ENGINEER constitute complete compensation for ENGINEER's services, including labor costs, material expenses, overhead, and profit.
   d) ENGINEER may alter the distribution of compensation between individual hourly rate Phase/Task/Deliverables identified in the Table of Compensation to be consistent with services rendered, but compensation will not exceed the total estimated compensation amount unless approved by CLIENT.
4. **Estimated Compensation Amounts**
   a) ENGINEER's estimate of the amounts that will become payable for hourly rate Phase/Task/Deliverable items specified in the Table of Compensation are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to ENGINEER under this Work Release.
   b) When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that the total compensation amount thus estimated will be exceeded, ENGINEER will give CLIENT written notice thereof, allowing CLIENT to consider its options, including suspension or

termination of ENGINEER's services for CLIENT's convenience. Upon notice, CLIENT and ENGINEER will promptly review the matter of services remaining to be performed and compensation for such services. CLIENT shall either exercise its right to suspend or terminate ENGINEER's services for CLIENT's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed. If CLIENT decides not to suspend the ENGINEER's services during the negotiations and ENGINEER exceeds the estimated amount before CLIENT and ENGINEER have agreed to an increase in the compensation due ENGINEER or a reduction in the remaining services, then ENGINEER will be paid for all services rendered hereunder.

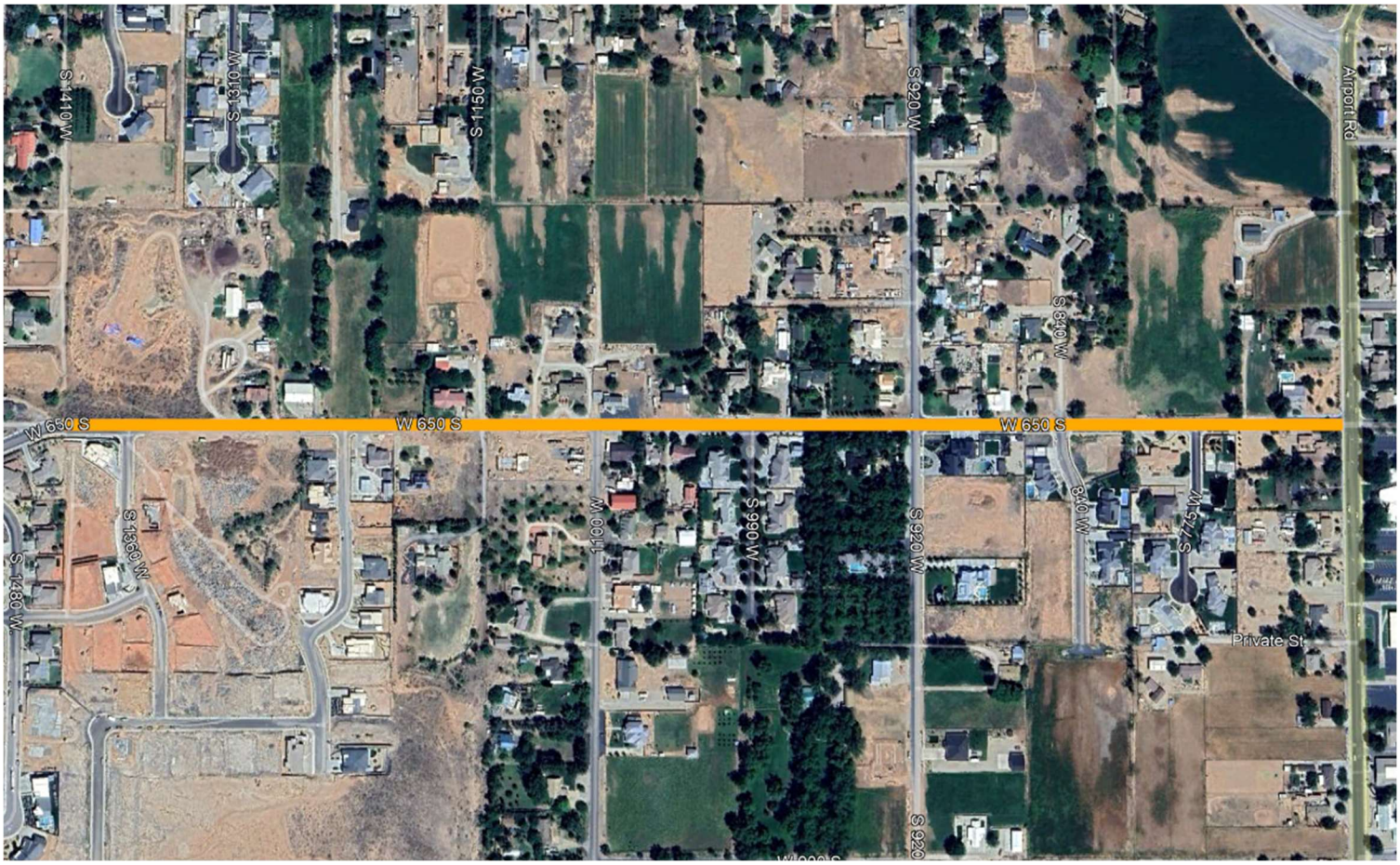
5. **Billing Schedule**

a) Invoices will be submitted no more than once monthly, unless otherwise agreed to by CLIENT and ENGINEER. Invoices are due and payable within thirty (30) calendar days of the presentation of ENGINEER's invoice for Services to CLIENT.

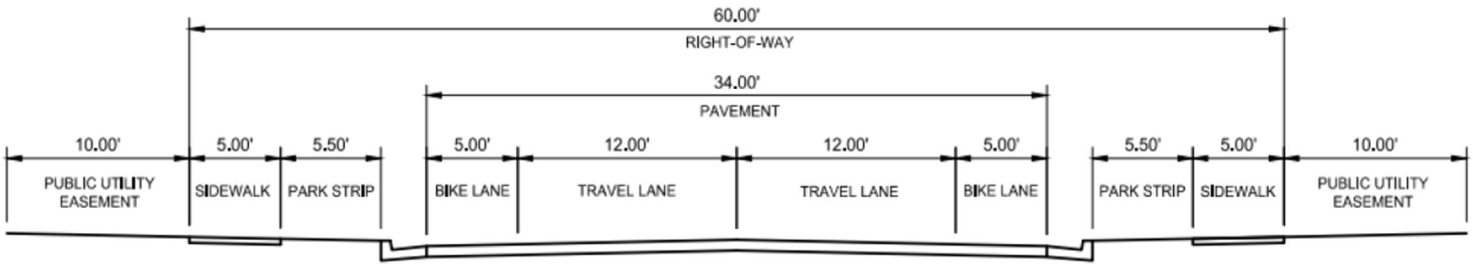
6. EXHIBITS

Attached hereto and incorporated into the assumptions, terms, conditions, promises and obligations of this Work Release are the following Exhibit(s): Preliminary Project Exhibit, Fee Schedule.

PRELIMINARY PROJECT EXHIBIT



MINOR COLLECTOR



SUNRISE ENGINEERING

FEE SCHEDULE*

Labor Code	Work Classification	Hourly Rate	Labor Code	Work Classification	Hourly Rate
51	Administrative I	$62	302	Engineering Tech II	$109
52	Administrative II	$82	303	Engineering Tech III	$127
53	Administrative III	$105	304	Engineering Tech IV	$142
91	PI Specialist I	$113	305	Engineering Tech V	$158
92	PI Specialist II	$124	401	CAD Drafter I	$98
93	PI Specialist III	$135	402	CAD Drafter II	$117
94	PI Specialist IV	$147	403	CAD Drafter/Designer III	$129
95	PI Manager	$158	404	CAD Drafter/Designer IV	$145
96	PI Director	$170	405	CAD Drafter/Designer V	$161
100	Engineer Student Intern	$110	601	GIS Technician	$90
101	Engineer Intern (EIT) I	$125	602	GIS Senior Technician	$110
102	Engineer Intern (EIT) II	$139	611	GIS Analyst	$135
103	Engineer Intern (EIT) III	$154	613	GIS Senior Analyst	$165
104	Engineer III	$168	614	GIS Developer	$175
105	Engineer IV	$182	615	GIS Team Lead	$180
106	Engineer V	$196	921	Survey Tech	$99
107	Senior Engineer	$239	930	Survey CAD Tech	$139
108	Engineer VI	$210	940	Survey Manager	$188
109	Engineer VII	$225	945	Registered Surveyor	$203
110	Principal Engineer	$249	950	Principal Surveyor	$225
301	Engineering Tech I	$95	955	One Man Survey Crew	$165

REIMBURSABLE EXPENSE SCHEDULE*

Expense	Rate
Mileage	$0.67/Mile
Per Diem	$59/Day
Field Vehicle (On-Site)	$250/Day
UTV (On-Site)	$200/Day
Nuclear Density Gauge	$150/Day

*Fees automatically change after the beginning of each year and are subject to change on other occasions.
*Subconsultant and other direct expenses will be invoiced as cost incurred plus 15% handling fee.
*A convenience fee of 4% will be applied to all payments made with a credit card.
Sunrise Base 02-2025

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a contract with Rosenberg Associates for design services for the 1400 West project.

Discussion: Hurricane City has selected Rosenberg Associates to design the improvements for the 1400 West project. Rosenberg has submitted a scope and associated fee proposal for the project that fits within the project budget. Originally the project was scoped to include 1400 West from 150 South to 400 South, together with the south side of 150 South from 1515 West to 1400 West. Staff requested that the scope of the project be expanded to include the portion of 1400 West from 400 South to 650 South since the City owns most of the necessary right-of-way.

Findings: The fee proposal is $177,080 and fits within the project budget.

Recommendation: Staff recommends approval of the contract. – Arthur LeBaron

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS

EXHIBIT A - DRAFT
WORK PLAN

CLIENT **Hurricane City**
Attention: Arthur LeBaron
147 North 870 West
Hurricane, UT 84737

PROJECT **RA Project 14910-25**
Design Engineering Services for
1400 West and 150 South Street
Hurricane, UT

ENGINEER **Rosenberg Associates**
352 East Riverside Drive, Suite A-2
St. George, UT 84790

EFFECTIVE DATE September 24, 2025

WORK PLAN

Rosenberg Associates (RA) will provide design engineering services to improve a portion of 1400 West Street and 150 South Street in Hurricane, Utah. It is our understanding that the 1400 West Street improvements will include new right-of-way acquisition and new roadway improvements between 150 South Street and 400 South Street, a distance of approximately 1,400 linear feet. The 150 South Street improvements will include new right-of-way acquisition and new roadway improvements on the south side between 1400 West Street and 1515 West Street, a distance of approximately 650 linear feet.

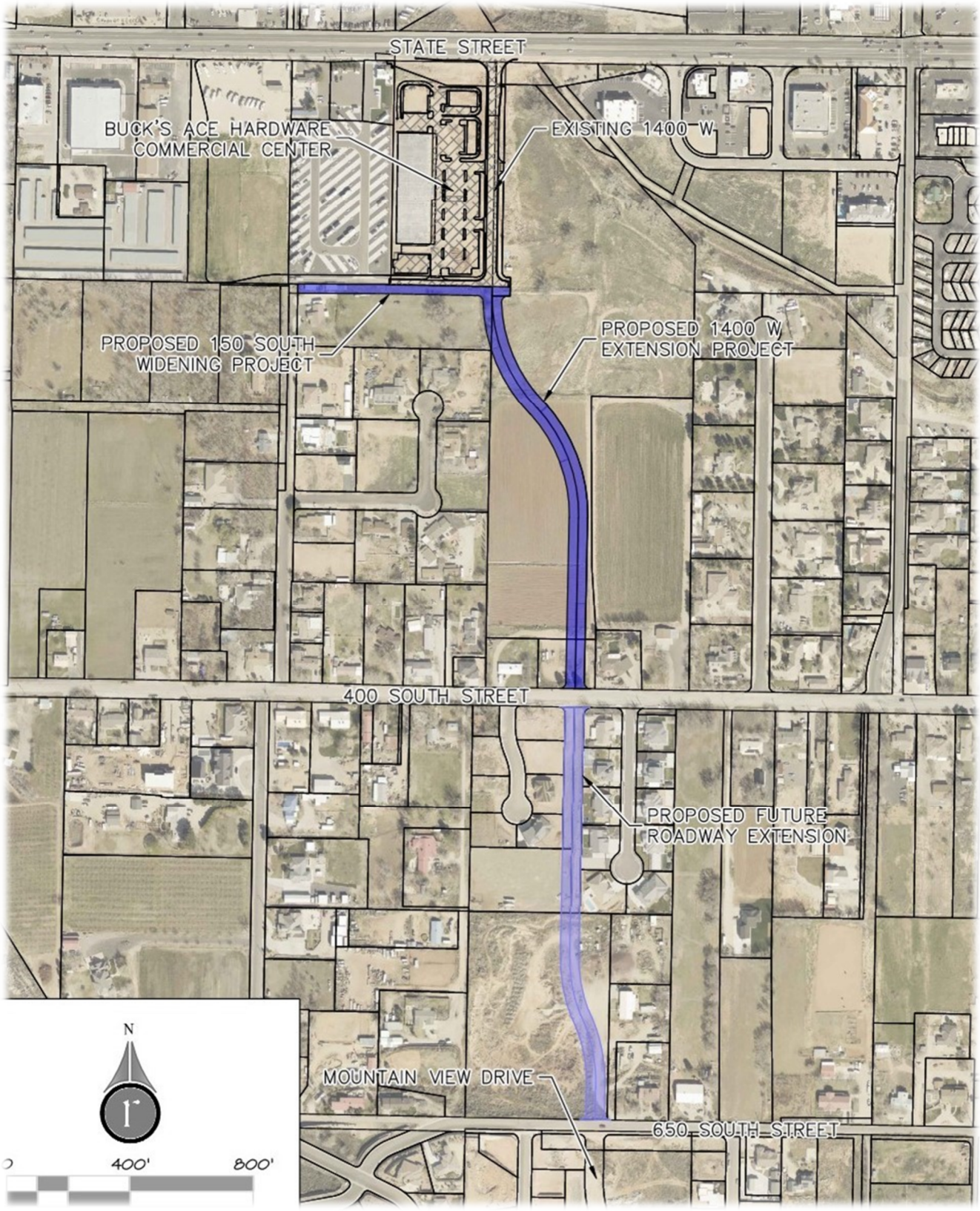
Design will assume that both 1400 West Street and 150 South Street will be designated as a "minor collector" in accordance with the Hurricane City Standards for Design and Construction, Section 3.2:

- Right-of-Way Width: 60 feet
- Pavement Width: 34 feet
- Park Strip Width: 5.5 feet
- Sidewalk Width: 5 feet

It is also assumed that the right-of-way alignment for 1400 West Street will extend southward and eastward following the Hurricane City Master Transportation Plan, aligning with the future Mountain View Drive adjoining 400 South Street between Station Circle and 1310 West Street. This alignment also appears to impact the least number of property owners; namely Parcel H-3-1-33-22101 (owned by Louise Willmore Trust) who previously granted right-of-way for both 1400 West and 150 South to the north on the Buck's Ace Hardware project; and Parcel H-3-1-33-3200 (owned by James and Jennifer Bishop Trust) needed for both 1400 West and 150 South.

Currently 150 South Street is designated as a one-way street as only the north 30-foot width has been dedicated and constructed. Additional right-of-way will be necessary from the adjoining property owner, James and Jennifer Bishop Trust, Parcel H-3-1-33-3200 for this street to be utilized for two-way traffic.

The scope of work includes an option to perform the design of 1400 West Street between 400 South Street and 650 South Street, an additional length of approximately 1,380 feet, known herein as Phase 2.



Zoomed-out view of the neighborhood showing the Phase 1 and Phase 2 project limits. Phase 1 includes design of 1400 West Street and 150 South Street highlighted in dark blue. Phase 2 includes 1400 West Street highlighted in light blue.

Anticipated work plan steps include the following:

TASK 100 – PROJECT COORDINATION AND MANAGEMENT: Meet with the Hurricane City staff and other identified team members in an initial project kick-off meeting to review the anticipated project goals, design parameters, and project budget. Meet with the project team for regular coordination meetings, assuming weekly meetings through the initial right-of-way and conceptual design development, then on an "as-needed" basis throughout the project design process.

TASK 120 – BASE MAP: Research available base mapping provided by Hurricane City. Conduct a field mapping and aerial drone survey to determine project topography and existing site features, including existing property corners, fences, trees, above ground utilities, structures, and adjacent roadway features. Prepare an initial project base map. *Work assumes that GIS mapping for the project area will be available and provided by Hurricane City.*

Reach out to the local utility service providers to identify the approximate location of underground utilities, which will be added to the base map. Meet with Hurricane City to determine the potholing locations. Field document potholing information and add to the project base mapping.

TASK 130 – RIGHT-OF-WAY ACQUISITION SUPPORT: Identify property ownership information impacted by the proposed project. Field survey performed in Task 120 will be used to verify property corner information. Review ownership and field information, then add property boundary and ownership information to the project base map. Prepare a record of survey for right-of-way impacted properties, and file with the Washington County Surveyor's Office.

Meet with Hurricane City to determine the preliminary alignment of the new 1400 West and 150 South right-of-way and the property owners impacted. *Additional legal descriptions – above the four (4) assumed above – are estimated to cost approximately $600 each.*

Prepare up to four (4) legal descriptions and exhibits of the private property desired for the project, and review with Hurricane City. *Hurricane City will reach out to impacted property owners to secure the desired rights-of-way; however, RA staff will be available to attend property owner meetings and clarify the exhibits and legal descriptions, if needed.*

TASK 240 – DRAINAGE STUDY: Research hydrologic conditions of the proposed project and prepare a hydrologic delineation of the watershed impacting the project area. Prepare a hydrologic model to estimate peak storm water flow values at key locations within the project study area based on the proposed preliminary design. Evaluate hydraulic improvement options to meet local drainage requirements to include road capacity evaluation and storm drain inlet and pipe sizes, if needed. Review drainage design recommendations with Hurricane City and make recommendations for the evaluated drainage improvement alternatives. Summarize findings and recommended improvements in a written drainage study report.

TASK 250 – GEOTECHNICAL STUDY: Conduct a site reconnaissance to evaluate the existing project geotechnical conditions. Perform a field investigation consisting of five (5) exploratory excavations with a backhoe to depths on the order of up to 10 feet, or refusal, below existing site grade. *It is assumed that Hurricane City will provide the backhoe and operator and secure access to the exploration locations*. Conduct dynamic cone penetrometer (DCP) testing adjacent to each test pit location in general accordance with ASTM D6951M-18 to assess in situ materials properties down to depths of about 3 feet. Collect soil samples at regular intervals for all excavations. Perform laboratory testing and evaluation to determine the nature and engineering properties of the on-site soils. Develop geotechnical recommendations for the design and construction of the proposed project, including general site preparation and grading, utility installation, and new asphaltic concrete pavement sections. Summarize results, opinions, and recommendations in a written report complete with logs of the explorations, a site plan, and laboratory test results.

TASK 260 – CIVIL CONSTRUCTION PLANS: Develop the project civil construction plans for the elements listed below.

- Grading and Drainage: Prepare the grading and drainage plans for the project site to show existing and proposed contours, and cross-sections. Correlate design with the drainage study and determine if additional easements are needed to accommodate storm water drainage. Determine earthwork quantities.
- Storm Water Mitigation: Prepare the storm water mitigation plan exhibit to illustrate the methods and procedures proposed to control and eliminate storm water pollution sources during construction. *Work excludes the preparation of a Storm Water Pollution Prevention Plan (SWPPP), which will be the responsibility of the construction contractor*.
- Roadway Plan and Profile: Prepare the horizontal and vertical alignment plans for the project street, sewer, and water system to include typical cross sections, construction notes, and details.
- Utilities: Meet with the Joint Utility Council (JUC) and determine service requirements for the proposed new right-of-way locations. Develop a mitigation plan with each utility operator impacted by the proposed utility conflicts identified during development of the utility base mapping. Prepare the project utility construction plan to include water, wastewater, storm water, electrical, natural gas, and communications.
- Landscape: Discuss street landscaping needs with Hurricane City and determine the level of landscaping desired for the proposed project. *If landscaping is desired RA staff will work with a local landscape architect to design and furnish landscape and irrigation plans for inclusion in the civil construction plans. The extent of the landscape architect's services will be determined once the level of landscape design is finalized with Hurricane City*.

TASK 270 – CONSTRUCTION SPECIFICATIONS AND ESTIMATE: Prepare 1) material and construction specifications for the civil construction plans; 2) bidding documents and work agreement forms; and 3) an engineer's opinion of construction cost.

TASK 360 – PLAN REVIEWS: Review the civil construction plans, construction specifications, and engineer's opinion of construction cost with Hurricane City staff and the JUC.

TASK 380 – ROAD DEDICATION PLAT: Prepare the road dedication plat drawing in accordance with applicable ordinances and regulations of Hurricane City, then review with Hurricane City staff. *Construction and marking of street monuments, and setting of right-of-way boundary, is not included with this work, but will need to be included with construction engineering and staking.*

TASK 410 – PROJECT BID AND CONTRACTOR SELECTION: Furnish the completed contract documents to include the final civil construction plans, geotechnical report, construction specifications and bidding documents, and engineer's opinion of construction cost into a complete package in pdf format, plus a hard copy of all documents to Hurricane City for reproduction.

Assist Hurricane City in advertising and obtaining bids for the project; maintain a record of prospective bidders, attend the pre-bid conference, and issue addenda to clarify, correct, or change the bidding documents.

Attend the bid opening, prepare bid tabulation sheets, and assist the city in evaluating the bids.

TASK 420 – CONSTRUCTION ENGINEERING SUPPORT: This work to be negotiated as part of a future service agreement prior to project construction. Specific construction engineering support may include the following:

- Arrange and conduct coordination meetings.
- Review and respond to requests for information (RFI)
- Review contractor and supplier material and fabrication submittals.
- Evaluate field changes
- Process contractor applications for payment and recommend and process contractor change orders.
- Prepare the contractor's completion documents for final payment.
- Conduct the substantial completion and final completion process.
- Construct and mark street monuments, and set right-of-way corners as per the road dedication plat.

FEE PROPOSAL – PHASE 1

TASK 100 PROJECT COORDINATION AND MANAGEMENT

Principal Engineer 1 (Rob R)	24 hours	$185	=	$4,440
Project Engineer (Ronielle H)	18 hours	$175	=	$3,150
Designer 4 (Del W)	8 hours	$155	=	$1,240
Administration (Shanna C)	8 hours	$95	=	$760
				$9,590

TASK 120 BASE MAP

Principal Engineer 1 (Rob R)	2 hours	$185	=	$370
Designer 4 (Del W)	4 hours	$155	=	$620
Land Surveyor 3 (Brandon A)	8 hours	$185	=	$1,480
Land Surveyor 1 (Cody A)	12 hours	$135	=	$1,620
Survey Crew 2-Man	12 hours	$185	=	$2,220
Survey Crew Drone	8 hours	$195	=	$1,560
				$7,870

TASK 130 RIGHT-OF-WAY ACQUISITION SUPPORT

Principal Engineer 1 (Rob R)	4 hours	$185	=	$740
Land Surveyor 3 (Brandon A)	24 hours	$185	=	$4,440
Land Surveyor 1 (Cody A)	36 hours	$135	=	$4,860
				$10,040

TASK 240 DRAINAGE STUDY

Principal Engineer 1 (Rob R)	4 hours	$185	=	$740
Project Engineer (Ronielle H)	28 hours	$175	=	$4,900
Designer 4 (Del W)	4 hours	$155	=	$620
				$6,260

TASK 250 GEOTECHNICAL STUDY

Principal Engineer 1 (Rob R)	2 hours	$185	=	$370
Geotechnical Engineer (Dave B)	12 hours	$185	=	$2,220
Geotechnical Technician 3 (Terron T)	18 hours	$145	=	$2,610
Geotechnical Technician 2 (Lynn M)	32 hours	$115	=	$3,680
				$8,880

TASK 260 CIVIL CONSTRUCTION PLANS

Principal Engineer 1 (Rob R)	16 hours	$185	=	$2,960
Project Engineer (Ronielle H)	40 hours	$175	=	$7,000
Designer 4 (Del W)	280 hours	$155	=	$43,400
				$53,360

TASK 270 CONSTRUCTION SPECIFICATIONS AND ESTIMATE

Principal Engineer 1 (Rob R)	6 hours	$185	=	$1,110
Project Engineer (Ronielle H)	18 hours	$175	=	$3,150
Designer 4 (Del W)	4 hours	$155	=	$620
				$4,880

TASK 360 PLAN REVIEWS

Principal Engineer 1 (Rob R)	4 hours	$185	=	$740
Project Engineer (Ronielle H)	8 hours	$175	=	$1,400
Designer 4 (Del W)	12 hours	$155	=	$1,860
				$4,000

TASK 380 ROAD DEDICATION PLAT

Principal Engineer 1 (Rob R)	6 hours	$185	=	$1,110
Land Surveyor 3 (Brandon A)	6 hours	$185	=	$1,110
Land Surveyor 1 (Cody A)	24 hours	$135	=	$3,240
				$5,460

TASK 410 PROJECT BID AND CONTRACTOR SELECTION

Principal Engineer 1 (Rob R)	2 hours	$185	=	$370
Project Engineer (Ronielle H)	8 hours	$175	=	$1,400
Administration (Shanna C)	4 hours	$95	=	$380
				$2,150

PHASE 1 PROJECT TOTALS

Principal Engineer 1 (Rob R)	70 hours	$185	=	$12,950
Project Engineer (Ronielle H)	120 hours	$175	=	$21,000
Designer 4 (Del W)	312 hours	$155	=	$48,360
Administration (Shanna C)	12 hours	$95	=	$1,140
Geotechnical Engineer (Dave B)	12 hours	$185	=	$2,220
Geotechnical Technician 3 (Terron T)	18 hours	$145	=	$2,610
Geotechnical Technician 2 (Lynn M)	32 hours	$115	=	$3,680
Land Surveyor 3 (Brandon A)	38 hours	$185	=	$7,030
Land Surveyor 1 (Cody A)	72 hours	$135	=	$9,720
Survey Crew 2-Man	12 hours	$185	=	$2,220
Survey Crew Drone	8 hours	$195	=	$1,560
				$112,490

FEE PROPOSAL – PHASE 2

TASK 100 PROJECT COORDINATION AND MANAGEMENT

Principal Engineer 1 (Rob R)	12 hours	$185	=	$2,220
Project Engineer (Ronielle H)	8 hours	$175	=	$1,400
Designer 4 (Del W)	4 hours	$155	=	$620
Administration (Shanna C)	4 hours	$95	=	$380
				$4,620

TASK 120 BASE MAP

Principal Engineer 1 (Rob R)	2 hours	$185	=	$370
Designer 4 (Del W)	4 hours	$155	=	$620
Land Surveyor 3 (Brandon A)	4 hours	$185	=	$740
Land Surveyor 1 (Cody A)	8 hours	$135	=	$1,080
Survey Crew 2-Man	8 hours	$185	=	$1,480
Survey Crew Drone	4 hours	$195	=	$780
				$5,070

TASK 130 RIGHT-OF-WAY ACQUISITION SUPPORT

Principal Engineer 1 (Rob R)	2 hours	$185	=	$370
Land Surveyor 3 (Brandon A)	4 hours	$185	=	$740
Land Surveyor 1 (Cody A)	8 hours	$135	=	$1,080
				$2,190

TASK 240 DRAINAGE STUDY

Principal Engineer 1 (Rob R)	4 hours	$185	=	$740
Project Engineer (Ronielle H)	16 hours	$175	=	$2,800
Designer 4 (Del W)	4 hours	$155	=	$620
				$4,160

TASK 250 GEOTECHNICAL STUDY

Principal Engineer 1 (Rob R)	2 hours	$185	=	$370
Geotechnical Engineer (Dave B)	8 hours	$185	=	$1,480
Geotechnical Technician 3 (Terron T)	16 hours	$145	=	$2,320
Geotechnical Technician 2 (Lynn M)	16 hours	$115	=	$1,840
				$6,010

TASK 260 CIVIL CONSTRUCTION PLANS

Principal Engineer 1 (Rob R)	8 hours	$185	=	$1,480
Project Engineer (Ronielle H)	20 hours	$175	=	$3,500
Designer 4 (Del W)	180 hours	$155	=	$27,900
				$32,880

TASK 270 CONSTRUCTION SPECIFICATIONS AND ESTIMATE

Principal Engineer 1 (Rob R)	2 hours	$185	=	$370
Project Engineer (Ronielle H)	8 hours	$175	=	$1,400
Designer 4 (Del W)	2 hours	$155	=	$310
				$2,080

TASK 360 PLAN REVIEWS

Principal Engineer 1 (Rob R)	4 hours	$185	=	$740
Project Engineer (Ronielle H)	6 hours	$175	=	$1,050
Designer 4 (Del W)	8 hours	$155	=	$1,240
				$3,030

TASK 380 ROAD DEDICATION PLAT

Principal Engineer 1 (Rob R)	4 hours	$185	=	$740
Land Surveyor 3 (Brandon A)	4 hours	$185	=	$740
Land Surveyor 1 (Cody A)	12 hours	$135	=	$1,620
				$3,100

TASK 410 PROJECT BID AND CONTRACTOR SELECTION

Principal Engineer 1 (Rob R)	2 hours	$185	=	$370
Project Engineer (Ronielle H)	4 hours	$175	=	$700
Administration (Shanna C)	4 hours	$95	=	$380
				$1,450

PHASE 2 PROJECT TOTALS

Principal Engineer 1 (Rob R)	42 hours	$185	=	$7,770
Project Engineer (Ronielle H)	62 hours	$175	=	$10,850
Designer 4 (Del W)	202 hours	$155	=	$31,310
Administration (Shanna C)	8 hours	$95	=	$760
Geotechnical Engineer (Dave B)	8 hours	$185	=	$1,480
Geotechnical Technician 3 (Terron T)	16 hours	$145	=	$2,320
Geotechnical Technician 2 (Lynn M)	16 hours	$115	=	$1,840
Land Surveyor 3 (Brandon A)	12 hours	$185	=	$2,220
Land Surveyor 1 (Cody A)	28 hours	$135	=	$3,780
Survey Crew 2-Man	8 hours	$185	=	$1,480
Survey Crew Drone	4 hours	$195	=	$780
				$64,590

FEE TOTALS – PHASE 1 AND PHASE 2 COMBINED

COMBINED PHASE 1 AND PHASE 2 PROJECT TOTALS

Principal Engineer 1 (Rob R)	112 hours	$185	=	$20,720
Project Engineer (Ronielle H)	182 hours	$175	=	$31,850
Designer 4 (Del W)	514 hours	$155	=	$79,670
Administration (Shanna C)	20 hours	$95	=	$1,900
Geotechnical Engineer (Dave B)	20 hours	$185	=	$3,700
Geotechnical Technician 3 (Terron T)	34 hours	$145	=	$4,930
Geotechnical Technician 2 (Lynn M)	48 hours	$115	=	$5,520
Land Surveyor 3 (Brandon A)	50 hours	$185	=	$9,250
Land Surveyor 1 (Cody A)	100 hours	$135	=	$13,500
Survey Crew 2-Man	20 hours	$185	=	$3,700
Survey Crew Drone	12 hours	$195	=	$2,340
				$177,080

FEE SCHEDULE

PERSONNEL

Principal Engineer 1 (Rob R)	hour	$185
Project Engineer (Ronielle H)	hour	$175
Designer 4 (Del W)	hour	$155
Administration (Shanna C)	hour	$95
Geotechnical Engineer (Dave B)	hour	$185
Geotechnical Technician 3 (Terron T)	hour	$145
Geotechnical Technician 2 (Lynn M)	hour	$115
Land Surveyor 3 (Brandon A)	hour	$185
Land Surveyor 1 (Cody A)	hour	$135
Survey Crew 2-Man	hour	$185
Survey Crew Drone	hour	$195
Outside Services		as invoiced

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a Cooperative Agreement with UDOT for funding on Purgatory Road.

Discussion: Four years ago Hurricane City was awarded $440,147.85 in Federal Aid for the Purgatory Road Project. We have been unable to use that money on the project because we don't have construction money. The Federal policy has been that in order to use Federal Aid money to design a project, there must be construction money available to immediately go to construction. Our current effort on Purgatory Road is to complete enough design to adequately identify and start to acquire the necessary right-of-way, and then pursue construction money from outside sources. Recently a UDOT official reached out to me and asked if the City would be willing to exchange the Federal Aid money for State money because they can trade it out for other funds they have and use it for maintenance, but we would take a 15% hit because of Federal red tape. I have been aware of this exchange throughout my career and jumped at the chance to use State funds rather than Federal. The cooperative agreement lays out the amount, the exchange rate, the required local match, how Hurricane City can get the money for the project. The Federal funds are not available to the City for use indefinitely, and this exchange gives the City the opportunity to move forward, utilizing outside funds.

The breakdown of funds is as follows:

Federal Funds: $440,147.85
State Funds at 85%: $374,125.67
Local Match at 6.77%: $27,167.55
Total Value: $401,293.22

We have already done consultant selection for the design of this project but have been unable to move forward with the Federal funds. This will allow us to move forward. We have also garnered other funds for design from the Washington County Corridor Preservation Fund. With the combination of funds we will be able to finish our current proposed design effort to get right-of-way from SR-9 down to SR-7.

Findings: It has been my experience that the use of Federal funds on a project causes at least a 20% increase in project costs, plus delays. The 85% exchange rate is actually a bonus in my opinion. We

have budgeted $100,000 to go toward the design of the Purgatory Road project, so we will easily meet the local match.

Recommendation: Accept the cooperative agreement as proposed. – Arthur LeBaron

State of Utah
Department of Transportation

Cooperative Agreement Local Agency **Project** Exchange of Federal for State Dollars	Project Information Project Description: Purgatory Rd from SR-(to Washington Dam Rd Local Agency: Hurricane City	Authority Number 56400-12S
Federal Project Information PIN: 21380 Project Number: F-R499(476) Federal Fund Type: A	State Project Information Exchange Fund Type: Federal Funds for State; STP_SU_DMPO	Date Executed [Date Executed]

THIS COOPERATIVE AGREEMENT made and entered into on the executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as **"UDOT"**, and Hurricane City , a political subdivision of the State of Utah, hereinafter referred to as the **"Local Agency."**

RECITALS

WHEREAS, the **Local Agency** desires to exchange project federal dollars for state dollars; and

WHEREAS, $440,147.85 in A federal aid has been programmed for this project for Federal FY 26; and

WHEREAS, UDOT's designated exchange rate for the trade of federal funds for state funds is 85%. Eighty Five percent of $440,147.85 is $374,125.67; and

WHEREAS, the **Local Agency** desires to pursue design, and construction for the project utilizing its own dollars and then being reimbursed by UDOT at 93.23% of eligible costs (6.77% represents the required match by the Local Agency). The exchange funds may not be used for Local Agency salaries of employees, buildings, utilities, equipment purchase or maintenance or other overhead costs.

WHEREAS, upon project completion any unexpended exchange balance will remain with **UDOT.**

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions where the work and exchange of federal money shall be performed.

AGREEMENT

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

I. The **Local Agency** will relinquish any claim or right to the $440,147.85, in A federal aid money to **UDOT**. In exchange, **UDOT** will reimburse the **Local Agency** up to $374,125.67 of state funds for the cost of the F-R499(476) located in Hurricane City .

II. The Local Agency will participate at a minimum of 6.77% of the project costs. Local Agency's participation can be through financial, right of way, or materials contributions to the project. Participation must be verified by actual auditable documented costs and not estimates.

III. Local Agency performance requirements:

a. Construct the project in accordance with AASHTO standards or in accordance with state law.

b. The Local Agency shall comply with all applicable federal and state laws, regulations, and applicable executive orders in regards to the project.
c. Method of contracting shall meet appropriate Utah statutory requirements and procedures.
d. The Local Agency is administering this project and is responsible for all aspects of the project, including but not limited to: environmental requirements, permit requirements, right of way acquisition, utility reimbursement, and construction contract administration.
e. The Local Agency is responsible for any claim arising out of or related to any contract entered into by the Local Agency for work to be performed by contractor on this project. UDOT expressly rejects any liability for the project and any claims arising from the project.

IV. Local Reimbursement Invoicing Procedure:

a. All funding from UDOT under this agreement operates on a reimbursement basis with Local Agency.
b. The Local Agency shall review and/or approve all contractor invoices for materials, equipment and labor prior to requesting reimbursement from UDOT for work performed on project.
c. The Local Agency shall ensure the accuracy of any invoice in both amount and relation to the project progress.
d. Local Agency will submit project payment requests within 45 days of work completion
e. The payment request must include a summary of incurred project expenditures, to **UDOT** for reimbursement at 93.23% of the incurred project costs up to $374,125.67. Any costs in excess of $374,125.67 will be the responsibility of the **Local Agency**.
    i. The Local Agency will document and deduct 6.77% participation on submitted payment requests
f. The Local Agency shall also submit attached copies of all paid invoices associated reimbursement request.
g. Local Agency's payment requests for services performed on or before the last day of the Utah fiscal year (June 30) must be submitted no later than 30 calendar days.
h. Local Agency will mark the final payment request for project closure.
i. The Local Agency will send payment requests to UDOT's Project Manager, Justin Christensen, jchristensen2@utah.gov, 435.406.9129.

V. Agreement Timeline

a. This agreement shall be in effect from the last day executed by the parties and shall expire one year after the Project Completion Date.

VI. Unexpended Exchange Money After Project Completion:

a. Upon project completion, any unexpended exchange balance for this project will remain with **UDOT**

VII. UDOT's Project Manager (PM):

a. UDOT Project Manager will review payment requests from the **Local Agency**. Upon review the payment requests, the PM will forward any approved payment requests to the **UDOT** Comptroller's Office.
b. **UDOT** will charge the Local Ageny's project for the PM's time, including administrative charges. Charges to this project for the UDOT PM will be minimal and controlled. Such charges will be deducted from the $374,125.67

VIII. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

IX. This Agreement may be executed in counter parts by the parties.

X. Each party represents that it has the authority to enter into this Agreement.

XI. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by an authorized representatives of each party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

Hurricane City				**Utah Department of Transportation**			
By		Date		By		Date	
CITY Clerk/Auditor				Justin Christensen, Project Manager			
By		Date		By		Date	
CITY Mayor				Region Director [or second signature verification]			
By		Date		By		Date	
Title/Signature of additional official if required				Comptroller Office			

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a Cooperative Agreement with UDOT for the Sand Hollow Interchange Drainage Improvements.

Discussion: Several years ago heavy rainfall caused significant erosion to some of the fill slopes at the SR-7 interchange at Sand Hollow Road. After discussing maintenance responsibilities with UDOT and reviewing Utah Code, it is clear that some of the maintenance of the problem areas falls under the jurisdiction of Hurricane City. The Engineering Department informed UDOT that the City would not start maintenance activities until some additional durable improvements were completed. UDOT asked if the City would act as the procurement agency for drainage improvements across the entire interchange and UDOT would contribute the necessary funds. The cooperative agreement under consideration allows Hurricane City to bid out the project and UDOT will contribute $300,000 for the project.

Findings: We have a bid from Interstate Rock that estimates the improvements in the mid $200,000's, so $300,000 should be adequate. We have done similar cooperative agreements with UDOT. The signal and roadway improvements at 2600 West State Street is a good example.

Recommendation: Staff recommends approval of the cooperative agreement. – Arthur LeBaron

State of Utah
Department of Transportation

Cooperative Agreement **Local Agency Performing Work for UDOT**	Project Description: SR-7 & Sand Hollow Rd Drainage Improvements Local Agency: Hurricane City	Estimated value of scope of work $300,000
Pin: 22600 Job/ Project:		Date Executed

THIS AGREEMENT, made and entered into on the executed date , by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as **"UDOT"**, and Hurricane City, a political subdivision of the State of Utah, hereinafter referred to as the **"Local Agency."**

UDOT requested that the Work be included in the Local Agency's Project. Subject to the attached provisions, **Local Agency** will include the following items into its Project. Unless the parties agree to a lump sum, upon signing this Agreement, **UDOT** agrees that the costs shown are estimates and that it will be responsible for paying the actual costs associated with these items, based on unit bid prices, and actual quantities placed. If a lump sum payment is specified, **UDOT** will not pay for any additional costs beyond the lump sum payment amount.

Description of Work:

UDOT will participate in the project cost to perform drainage and erosion repair at the SR-7 Sand Hallow Interchange.

Costs to include:

List or Description of Items

Item #	Item Description	Estimated Quantity	Unit Price	Estimated Cost
#1	*Project Costs*	1	$300,000	$300,000
			Estimated Total Cost	$300,000

LUMP SUM PAYMENT: TOTAL AMOUNT TO BE PAID BY UDOT (Fill in only if actual cost approach is not used.)	$300,000.00

Project Completion Date: Billing must be submitted within 3 months of work completion date.

If the actual costs exceed the agreed maximum total cost, **Local Agency** will immediately notify **UDOT** and **UDOT** can determine whether to reduce the scope of Work or continue with the Work at the increased cost. Once final **UDOT** signoff has occurred, the **Local Agency** will submit the receipts of payments for the Work to the **UDOT** Region office. **UDOT** will process the payment of the committed amount or the direct costs of approved activities, whichever is less, within 45 days and send a check to the **Local Agency**.

Total Estimated Reimbursement to the Local Agency is $300,000.00

Provisions

Local Agency will include the UDOT's Work provided UDOT pays the actual costs incurred for the Work. Local Agency's contractor will perform the Work described in this Agreement in accordance with UDOT's plans and specifications. Local Agency will notify UDOT two weeks in advance prior to starting the Work so UDOT may inspect the Work. UDOT has the right to inspect the Work but may choose not to exercise this right. Regardless of any inspection by UDOT, Local Agency is still required to construct the Work in accordance with the plans and specifications. UDOT, through its inspection of the Work, will provide Local Agency with information addressing any problems or concerns UDOT may have with acceptance of said Work. Upon completion of the Work, the Local Agency will contact UDOT for a final review and inspection. UDOT reserves the right to withhold payment unless the Work is completed to UDOT standards and specifications. The Local Agency has the right to correct any deficiencies in a timely manner and resubmit the Work for inspection and approval.

I. Liability:
UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

II. Termination:
This Agreement may be terminated as follows:

a. By mutual agreement of the parties, in writing

b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination. If a party fails to cure the breach, the other party may terminate this Agreement.

c. By UDOT for the convenience of the State upon written notice to the Local Agency. However, UDOT will be responsible for the costs incurred for the Work before the termination of the Agreement.

III. Maintenance:
Division of jurisdiction and responsibilities of state highways shall be in accordance with Utah Code Section 72-3-109 and applicable rules.

IV. Payment and Reimbursement to Local Agency:
UDOT shall be responsible for all actual costs associated with the Work described in this Agreement up to the maximum total cost or lump sum. The Local Agency must submit the billing within 3 months of the Work completion date.

V. Change in Scope and Schedule:
If Work scope or schedule changes from the original intent of this Agreement, UDOT will notify the Local Agency prior to changes being made. If the Local Agency modifies its Project and the modification affects the Work, Local Agency will immediately notify UDOT. In the event there are changes in the scope of the Work, extra work, or changes in the planned Work covered by this Agreement, a modification to this Agreement must be approved in writing by the parties prior to the start of work on the changes or additions.

VI. Environmental Compliance
The Local Agency will assure compliance of the Project with all applicable state and federal environmental statutes, regulations, rules, and permitting requirements.

VII. Miscellaneous:
Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement at the request of the other party.

The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

Each party represents that it has the authority to enter into this Agreement.

This Agreement may be executed in counterparts by the parties.

VIII. Content Review:
Language content was reviewed and approved by the Utah AG's office on February 2, 2015.

[Agency name here]				**Utah Department of Transportation**			
By		Date		By		Date	
Arthur LeBaron, City Engineer				[Sam Grimshaw, UDOT Project Manager			
By		Date		By		Date	
Title/Signature of additional official if required				Kirk Thornock, Region Director			
By		Date		By		Date	
Title/Signature of additional official if required				Comptrollers Office			

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible decision and direction to staff regarding an economic development general plan update, associated incentives, and consultation services.

Discussion: The Council held a work meeting on September 29th to discuss economic development and potential incentives. During that meeting, a follow-up work session was scheduled for October 14th with Mayor Billings, Councilman Ellerman, Kaden DeMille, Darren Prince, and Todd Brightwell to review proposed ideas. This item is on the agenda to allow them to report back to the Council on the discussion and, if appropriate, take action on any recommendations. – Cindy Beteag

Findings:

Recommendation:

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of Resolution 2025-38 Authorizing the Fremont Solar PPA Project.

Discussion: The Fremont Solar project is located in Iron County, UT, will come online in 2027, and is a solar project with battery storage capability included. The estimated cost is between $69-74/MWh. Our Power Board would like to increase the subscription amount previously requested to an amount up to 10MW. Our earlier subscription request was for 5MW. The battery capability will allow us to utilize the additional solar energy during our highest peak load times during the day so the board would like to increase the amount of power we receive. The additional energy will be needed in addition to any requested subscriptions for other upcoming power projects. - Crystal Wright

Findings:

Recommendation:

Fremont Solar + Battery PPA

TO	Resource Project PMC
FROM	UAMPS Staff
DATE	September 12, 2025
SUBJECT	PPA Executive Summary

Overview of the Agreement

The Power Purchase Agreement (PPA) is between Fremont Solar, LLC and UAMPS. This PPA outlines the terms and conditions under which UAMPS (the Buyer) will purchase energy products from Fremont Solar, LLC (the Seller), which plans to develop, own, and operate a combined 99 MW solar photovoltaic (PV) facility and 49.5 MW/198 MWh battery energy storage system (BESS) in Iron County, Utah. The project is collectively referred to as the Fremont Solar Project.

The agreement sets a 25-year delivery term from the Commercial Operation Date, during which UAMPS will purchase all energy and related products produced by the project, including Renewable Energy Credits (RECs) and capacity rights.

Key Project Features

Solar Facility

Capacity: 99 MW
- Energy Rate: $35.45/MWh (fixed, no escalation)
- Commercial Operation Date Target: By December 31, 2027, with a final deadline of June 30, 2028

Battery Facility

Capacity: 49.5 MW, 4-hour duration (198 MWh)
- Battery Rate: Between $13.50/kW-month and a max of $14.14/kW-month depending upon the additional tariff impact after January 1, 2025. (fixed, no escalation)
- Performance Guarantees: minimum round-trip efficiency, availability, ramp rate, and capacity retention

Combined Cost

Combined Energy and Battery Rate: Between approximately $69/MWh and $74/MWh depending upon the degradation of solar and BESS through the life of the contract.

Commercial and Financial Terms

PV Energy is sold at the fixed price and delivered at a designated metering point. BESS Product includes stored energy delivery and capacity, compensated via monthly payments. Lost Production due to UAMPS-caused economic curtailments is paid at the PV rate. Lost Production as a result of transmission curtailment prior to Designated Network Resource status is paid at the PV rate.

Delay Damages apply for late COD of PV and BESS facilities. Performance Damages apply for underperformance. Cumulative delay damages are capped.

Scheduling, Operation, and Metering

UAMPS will act as the Scheduling Coordinator, with exclusive rights to dispatch the BESS and to receive all project energy and associated benefits. SCADA and metering systems must enable real-time monitoring and control.

Risk Allocation and Force Majeure

Includes force majeure provisions and options to extend deadlines or terminate the agreement due to tariff changes.

Regulatory and Legal Provisions

Seller retains tax benefits; Buyer receives RECs. Compliance with CRS Listing and California RPS required. Environmental and capacity attributes are transferred to the Buyer.

Assignment, Step-In, and Default Remedies

Includes rights for UAMPS to step in, terminate for default or missed deadlines, and pursue remedies.

Exhibits and Supporting Materials

Includes project description, schedules, metering and SCADA specs, performance test protocols, and legal forms including a form of limited assignment for participation in a prepay.

Conclusion

This PPA ensures clean, dispatchable solar energy for UAMPS participants through a well-structured framework with clear performance metrics, risk-sharing terms, and legal protections.

Fremont Solar + Battery PPA

TO	Resource Project PMC
FROM	UAMPS Staff
DATE	September 12, 2025
SUBJECT	PPA Talking Points

What is the Resource?

The **Fremont Solar Project** consists of a **99 MWac solar photovoltaic generation facility** coupled with a **49.5 MW / 198 MWh battery energy storage system (BESS)** located in **Iron County, Utah**. The combined project will deliver clean energy and grid flexibility through solar generation and four-hour battery dispatch capability. This resource was **identified in the UAMPS 2024 Resource Procurement Plan** as a planned generating resource. We are now executing on the procurement plan.

How is UAMPS Contracting for the Resource?

UAMPS is entering into a **25-year Solar + Battery PPA** with Fremont Solar, LLC on behalf of participating members. This is structured through the **Master Firm Power Supply Agreement**, with a dedicated transaction schedule for the Fremont Solar PPA Project.

What is the Term of the Agreement?

- **25-year contract term**, beginning on the **Commercial Operation Date (COD)** of both the solar and battery systems.
- COD is expected by **December 31, 2027**, with guaranteed delivery by **June 30, 2028.**

Who is the Developer?

The project is being developed by **Longroad Energy**, a highly experienced independent power producer with a strong track record in renewable energy development and operations across the U.S.

What if the Project Is Delayed?

- The agreement includes **Delay Damages** of:
  - **$21,970/day** for delays in battery COD.
  - Additional provisions for solar delays between **$17,643 and 57,582/day** (see Exhibit 12).
- Cumulative delay damages are capped at the amount of the **Development Security**.
- If delays extend beyond the "Outside COD" (including up to 180 days of force majeure), either party may terminate the agreement.

What is the Pricing?

- **Solar Energy Price**: **$35.45/MWh** (flat, no escalation) – includes RECs and environmental attributes.
- **Battery Capacity Price**: **$13.50/kW-month** (plus potential tariff-related adjustments, capped at $14.14/kW-month).
- Payment includes **fixed battery capacity payments** and **solar energy payments** (based on measured MWh).

What Are the Benefits of the Battery?

- Provides **4-hour discharge at full capacity (198 MWh)**.
- Enables **load-shifting**, peak-shaving, and enhanced resource adequacy.
- UAMPS (as Buyer) controls the charging and discharging via real-time AGC Set-Points.
- Guarantees:
  - **BESS Capacity**
  - **Availability**
  - **Ramp Rate**
  - **Round Trip Efficiency**
- Liquidated damages apply for any underperformance based on guarantees (Exhibits 10, 14, 15).

How Are Curtailments Managed?

- The PPA includes provisions to manage **transmission or economic curtailments**.
- Economic curtailments between solar COD and battery COD, up to **198 MWh/day,** may occur without compensation during shoulder months.

What Happens If Participants Drop Out?

- Full subscription by UAMPS participants is required for the agreement to become effective.
- If not 100% subscribed within 135 days of execution, the project may be downsized or terminated (Section 3.4).

What Environmental and Educational Benefits Are Included?

- Includes delivery of all **RECs** (Renewable Energy Credits) to members.
- A **Scholarship Program** is included: $10,000/year for high school seniors from UAMPS communities pursuing studies related to renewable energy (Section 12.21).

Why Now?

- **IRA incentives**, current **solar and battery supply chain certainty**, and **project viability** support executing this PPA now. The **IRA tax credits will be discontinued** under the One Big Beautiful Bill Act (OBBBA). Future solar PPA pricing is expected to increase as a result.
- Delay risks or rejection could mean a **5+ year setback** with higher costs and fewer viable alternatives due to interconnection backlogs and price inflation.

RESOLUTION NO. 2025-38

A RESOLUTION AUTHORIZING THE FREMONT SOLAR PPA PROJECT TRANSACTION SCHEDULE UNDER THE MASTER FIRM POWER SUPPLY AGREEMENT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

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

WHEREAS, Hurricane City (the *"Member"*) owns and operates a utility system for the provision of electric energy to its residents and others (the *"System"*) and is a member of Utah Associated Municipal Power Systems (*"UAMPS"*) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, as amended (the *"Joint Action Agreement"*);

WHEREAS, the Member desires to purchase all or a portion of its requirements for electric power and energy from or through UAMPS and has entered into a Power Pooling Agreement with UAMPS to provide for the efficient and economic utilization of its power supply resources;

WHEREAS, the Member has previously entered into the Master Firm Power Supply Agreement with UAMPS in order to allow for UAMPS entering into various firm transactions for the purchase and sale of firm supplies of electric power and energy;

WHEREAS, UAMPS has investigated the Fremont Solar PPA Project, a 99 megawatt (MW) solar photovoltaic generation facility and a 49.5 MW battery storage system located in Iron County, Utah, on behalf of its members and is now prepared to enter into a 25 year power purchase agreement with Fremont Solar, LLC to secure the delivery of all the energy from the Project and associated environmental attributes; and

WHEREAS, the Member now desires to authorize and approve the Fremont Solar Transaction Schedule ("Transaction Schedule") attached hereto as Exhibit A for the Project subject to the parameters set forth in this Resolution.

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

Section 1. Authorization of Fremont Solar Transaction Schedule. The Transaction Schedule, in substantially the form presented at the meeting at which this resolution is adopted, is hereby authorized and approved, and the Member Representative is hereby authorized, empowered and directed to execute and deliver the Transaction Schedule on behalf of the Member. If additional subscription becomes available, Member Representative may approve an adjustment to the Member's kW subscription up to 10MW total subscription, in which case a revised Transaction Schedule reflecting the increase will be prepared for signature. Promptly upon its execution, the Transaction Schedule shall be filed in the official records of the Member.

Section 2. Other Actions. The Chairman, Secretary, Member Representative and other officers and employees of the Member shall take all actions necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all actions necessary to carry out the execution and delivery of the Transaction Schedule and the performance thereof.

Section 3. Miscellaneous; Effective Date. (a) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

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

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

ADOPTED AND APPROVED this _____ day of _____, 2025

HURRICANE CITY

_____
Nanette Billings, Mayor

ATTEST AND COUNTERSIGN:

_____
Cindy Beteag, City Recorder

[SEAL]

EXHIBIT A
FREMONT SOLAR PROJECT TRANSACTION SCHEDULE

FREMONT SOLAR PROJECT
FIRM POWER SUPPLY AGREEMENT
TRANSACTION SCHEDULE

This Transaction Schedule to the Master Firm Power Supply Agreement (together, the "Agreement") sets forth the agreement of the Parties with respect to transaction described below through the UAMPS Firm Power Supply Project.

PURCHASER:	Hurricane City (the "Participant").
ENTITLEMENT SHARE:	5.0505% of UAMPS' rights, interests and obligations under the PPA described below (the "Entitlement Share"). The Entitlement Share represents 5,000 kW of the expected Project output and associated Environmental Attributes acquired by UAMPS under the PPA.
SUPPLIER:	Fremont Solar, LLC (the "Supplier").
PROJECT:	The Fremont Solar Project (the "Project") is a to-be-constructed 99 MW solar photovoltaic generation facility ("PV Facility") and a 49.5 MW battery energy storage system ("BESS") located in Iron County.
PPA:	The Power Purchase Agreement dated as of September 12, 2025 (the "PPA") by and between UAMPS and the Supplier with respect to the Project.
EFFECTIVE DATE:	The PPA becomes effective upon UAMPS obtaining sufficient Participant governing body approvals for the purchase of all of the output and attributes it acquires under the PPA. UAMPS anticipates satisfying these conditions within 60 days of executing the PPA.
TERM:	A 25-year delivery term commencing on COD.
PRICE:	$35.45 per MWH for PV facility and the sum of (i) $13.50/kW-month, and (ii) the Incremental BESS Tariff Cost divided by $1,000,000 and multiplied by $0.08/kW-month, rounded to the closest $0.01/kW-month, each with no escalation; provided that if the sum of (i) and (ii) exceeds the BESS Price Cap, then the BESS Price shall equal the BESS Price Cap for BESS.
COD:	The Scheduled Commercial Operation Date of the Project ("COD") is December 31, 2027. COD may not occur earlier than June 1, 2027 or later than June 30, 2028 except as specified under the PPA.
OTHER PROVISIONS:	
Energy:	UAMPS will schedule all energy pursuant to the terms and conditions of the PPA and will deliver to the Purchaser its Entitlement Share from the Project.
Transmission:	UAMPS will charge and the Purchaser will pay transmission charges as adopted by the UAMPS Board of Directors from time to time.

Administration: UAMPS will charge and the Purchaser will pay the scheduling fee and reserve fee as adopted by the UAMPS Board of Directors from time to time.

Default: The failure of Purchaser to pay any amount when due under the Agreement within three business days of written notice from UAMPS shall constitute a default by the Participant. Upon the occurrence of any such default, UAMPS may (a) cease and discontinue delivery of the energy and attributes of Participant's Entitlement Share but the Participant shall remain responsible for the payment of all costs and expenses allocable to its Entitlement Share and (b) will pursue any remedy available to UAMPS at law or in equity.

Step-Up: Upon a default by a Participant, UAMPS shall have the right to terminate the defaulting Participant's Entitlement Share and immediately reallocate it among the non-defaulting Participants in proportion to their existing Entitlement Shares; *provided that* no Participant's Entitlement Share may be increased by more than 25% as a result of such reallocation. The Project Management Committee shall provide direction to UAMPS with respect to the reallocation of a defaulting Participant's Entitlement Share, the disposition of reallocated Entitlement Share that may be surplus to the requirements of non-defaulting Participants, the continued "qualified use" of reallocated Entitlement Share and such other matters as it shall deem necessary.

Other: Any costs incurred by UAMPS due solely to this Agreement, including but not limited to the PPA costs, transmission costs, scheduling costs, administrative costs and legal costs will be the responsibility of the Purchasers based on their respective Entitlement Shares and invoiced through the UAMPS Power Bills.

The Participant further covenants to and agrees with UAMPS as follows:

(a) *Maintenance of Rates.* The Participant shall establish, maintain, revise, charge and collect rates for electric service rendered by it to its customers so that such rates shall provide revenues which, together with other funds reasonably estimated to be available, will be sufficient to meet the Participant's obligations to UAMPS under this Agreement, to pay all other operating expenses of the Participant's electric system and to provide revenues sufficient to pay all obligations of the Participant payable from, or constituting a charge or lien on, the revenues of its electric system.

(b) *Maintenance of Revenues*. The Participant shall promptly collect all charges due for electric utility services supplied by it as the same become due. The Participant shall at all times maintain and shall exercise commercially reasonable efforts to enforce its rights against any person, customer or other entity that does not pay such charges when due.

(c) *Sale or Assignment of Electric System or this Agreement*. The Participant shall not assign this Agreement except upon the prior written approval of UAMPS given upon the direction of the Project Management Committee."

(d) *Prudent Utility Practice*. The Participant shall, in accordance with prudent utility practice, (i) at all times operate its electric system and the business thereof in an efficient manner, (ii) maintain its electric system in good repair, working order and condition, (iii) from time to time

make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the electric system, so that at all times the business thereof shall be properly conducted, and (iv) duly perform its obligations under all power supply and transmission service agreements to which it is a party.

(e) *Operating Expenses*. The payments to be made by the Participant under this Agreement shall be payable as (i) a cost of purchased electric power and energy (ii) an operating expense of the Participant's electric system and (iii) a first charge, together with all other operating expenses, on the revenues derived from the operation of the Participant's electric system. The Participant shall include the payments to be made under this Agreement as a cost of purchased electric power and energy and an operating expense (x) in the annual operating budget of its electric system and (y) in any future resolution, ordinance or indenture providing for the issuance of debt obligations payable from the revenues of the Participant's electric system.

(f) *Future Prepay; Qualified Use.* In the event that the Project Management Committee approves a future prepayment transaction with respect to the PPA and the Participant elects to participate in such transaction with respect to all or a portion of its Entitlement Share, the Participant agrees as follows:

(i) it shall sell the energy from its Entitlement Share to retail customers located in the established service area of its municipal electric utility pursuant to generally applicable and uniformly applied rate schedules or tariffs;

(ii) it shall provide such information and certificates as may be reasonably requested by UAMPS with respect to its electric utility and its past and projected loads and resources; and

(iii) it will comply with such additional instructions as may be provided by UAMPS in order to establish and maintain the tax-exempt status of the bonds issued to finance the prepayment.

This Transaction Schedule may be signed in counterparts.

Dated this _____ day of _____, 2025.

HURRICANE CITY

By:_____

Title:_____

For Power Director's Signature upon approval of Resolution by City Council

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

By:_____

Title:_____

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of Zone Change Amendment Ordinance No. ZC25-18, a proposed zone change request, located at 505 S Sand Hollow Rd., from PC planned commercial to GC general commercial.

Discussion: The applicant is requesting a zone change from Planned Commercial to General Commercial on a 2.57-acre property located at 505 S Sand Hollow Road. This property, part of the Glampers Inn/Jellystone Park development, is proposed to be used for RV rentals and sales which is not permitted in the Planned Commercial zone. A public hearing on the proposed zone change was held at the October 9, 2025, Planning Commission meeting and no comments relating to the zone change were received. 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. – Fred Resch III

Property Information
Property Size – 2.57 acres
Current Zoning – PC
General Plan – Planned Community
Existing Development – Parking lot
Parcel No. H-GIP-2-GS1

Findings: Staff makes the following findings:
1. The proposed amendment is compatible with the goals and policies of the General Plan pertaining to the Planned Community land use designation.
2. The proposed amendment is in harmony with the overall character of the existing development.
3. The proposed amendment is considered a minor change and will not have any adverse impacts.
4. Public facilities are adequate.

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

ORDINANCE NO ZC25-18

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE FOR PARCEL H-GIP-2-GS1 FROM PLANNED COMMERCIAL (PC) TO GENERAL COMMERCIAL (GC)

WHEREAS, Utah Code 10-9a allows Cities to regulate land use within their boundaries; and

WHEREAS, the proposed amendment is generally compatible with the current General Plan; and

WHEREAS, the proposed amendment is generally in harmony with the overall character of the proposed surrounding development; and

WHEREAS, the proposal will not have an adverse impact on the surrounding area; and

WHEREAS, there are adequate facilities to support the proposed zone change; and

WHEREAS, the Planning Commission gave a positive recommendation on the proposed zone change.

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF HURRICANE CITY THAT:

That parcel H-GIP-2-GS1 is rezoned from Planned Commercial (PC) to General Commercial (GC).

PASSED AND APPROVED on this 16th day of October 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 16th day of October 2025. Whereupon a motion to adopt and approve said Ordinance was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

_____
Cindy Beteag, City Recorder

EXHIBIT A

ZONING MAP

Hurricane City Application

Application Accepted Date: 09/15/2025

Type of Improvement: Zone Change Application

Description: Used RV sales - Rentals

Tenant / Project Name: Change from PC to GC

Bldg. Address: 505 S. Sand Hollow Road

City: Hurricane City State: UT Zip: 84737

Subdivision: Phase:

Block: Lot #: Parcel ID #: H-GIP-2-GS1

Zone: PC

Property Owner: Scott T. Nielson

Permit Contact: Scott T Nielson P:(435) 767-3607

Email: glampersinn@gmail.com

CONTACT INFORMATION

Engineer of Record: operations@nielsondevelopment.com

General Contractor: Scott Nielson, KSCO Investments, LLC

License #: P: (435) 229-1673

City: State: Zip:

Email: operations@nielsondevelopment.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: PLANZC25-18

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: Scott T Nielson

Signature of Applicant/Authorized Agent or Owner: Date:

Application Approved By: Date:

Application Issued By: Date:

Receipt #: 243077249-09/15/25

DRAFT

September 15th, 2025

Narrative Statement for Planning Board
Re: PLAT # H-GIP-2-GS1 – Zoning from PC to GC
Proposed Use: Conditional Use for Small RV Dealership & Rental Operation

To the Honorable Members of the Planning Board,

This narrative is submitted on behalf of Scott T. Nielson and his proposed business of Big Dog RV, LLC., regarding our proposal for the parcel identified as PLAT # H-GIP-2-GS1. We are seeking the necessary approvals to operate a small-scale RV (Recreational Vehicle) dealership and rental facility.

1. Proposed Business Operation:

Our business model is designed to be a low-impact, service-oriented enterprise with a focus on three core functions:

- **RV Sales:** The retail sale of new and pre-owned recreational vehicles.
- **RV Rentals:** Providing short-term and long-term rentals to the general public.
- **Fleet Services:** Maintaining a small, dedicated fleet of RVs to serve specific, pre-booked events.

2. Synergy with Adjacent Jellystone Campground & Community Benefit:

The strategic location of this parcel is integral to our business plan and represents a significant community benefit. Our operation is designed to be a complementary and supportive amenity to the existing Jellystone Campground, a major local attraction owned and operated by KSCO Investments, LLC.

- **Dedicated Rental Partner:** We have a formal agreement in principle with KSCO Investments, LLC, to become the preferred RV rental provider for their campground. Many guests wish to experience camping but do not own an RV. We will fulfill this demand directly, enhancing the guest experience at Jellystone and increasing its appeal and occupancy rates.
- **Event Support:** KSCO Investments, LLC hosts numerous events throughout the year at their Jellystone Campground. Our proposal includes maintaining a dedicated fleet of RVs to be used for these events (e.g., housing for performers, staff, VIP guests, or as hospitality suites). This eliminates the need for the campground to source vehicles from distant vendors, ensuring reliability and convenience for event execution.
- **Economic & Tourism Support:** By supporting the campground's operations and attracting our own customer base for sales and rentals, our business will contribute to local tourism, create new job opportunities, and generate increased tax revenue for the municipality.

3. Site Plan and Operational Details:

We are committed to operating a clean, professional, and aesthetically pleasing facility that will be an asset to the area.

- **Inventory:** We propose to maintain a managed inventory of approximately **[e.g., 15-25]** RVs on-site at any given time.
- **Facilities:** The operation will be conducted from a single, main office building. No major exterior structural changes are planned. A paved parking area with defined spaces for display, customer parking, and RV staging.
- **Screening:** We have a solid barrier wall with appropriate landscaping and/or fencing as recommended to screen the inventory from public view and seamlessly blend with the character of the surrounding area, particularly the adjacent campground.

- **Hours of Operation:** Anticipated business hours will be consistent with similar retail operations, likely from 9:00 AM to 6:00 PM, Monday through Saturday. No late-night activity is anticipated.
- **Traffic & Safety:** Vehicle movement will be minimal and primarily consist of customer vehicles and the occasional slow movement of an RV to/from the adjacent campground. All RVs will be transported to and from the site by professional drivers. We do not anticipate a negative impact on local traffic patterns.

4. Conclusion:

Our proposal for PLAT # H-GIP-2-GS1 is not for a stand-alone commercial operation, but for a synergistic business that directly supports and enhances a key existing tourism asset in our community. We believe this use is consistent with the spirit of the area's zoning and comprehensive plan, as it promotes economic development while serving an established neighbor.

We are prepared to comply with all conditions set forth by the Planning Board and look forward to answering any questions you may have.

Respectfully submitted,

Scott T. Nielson
Owner
KSCO Investments, LLC
435-229-1673

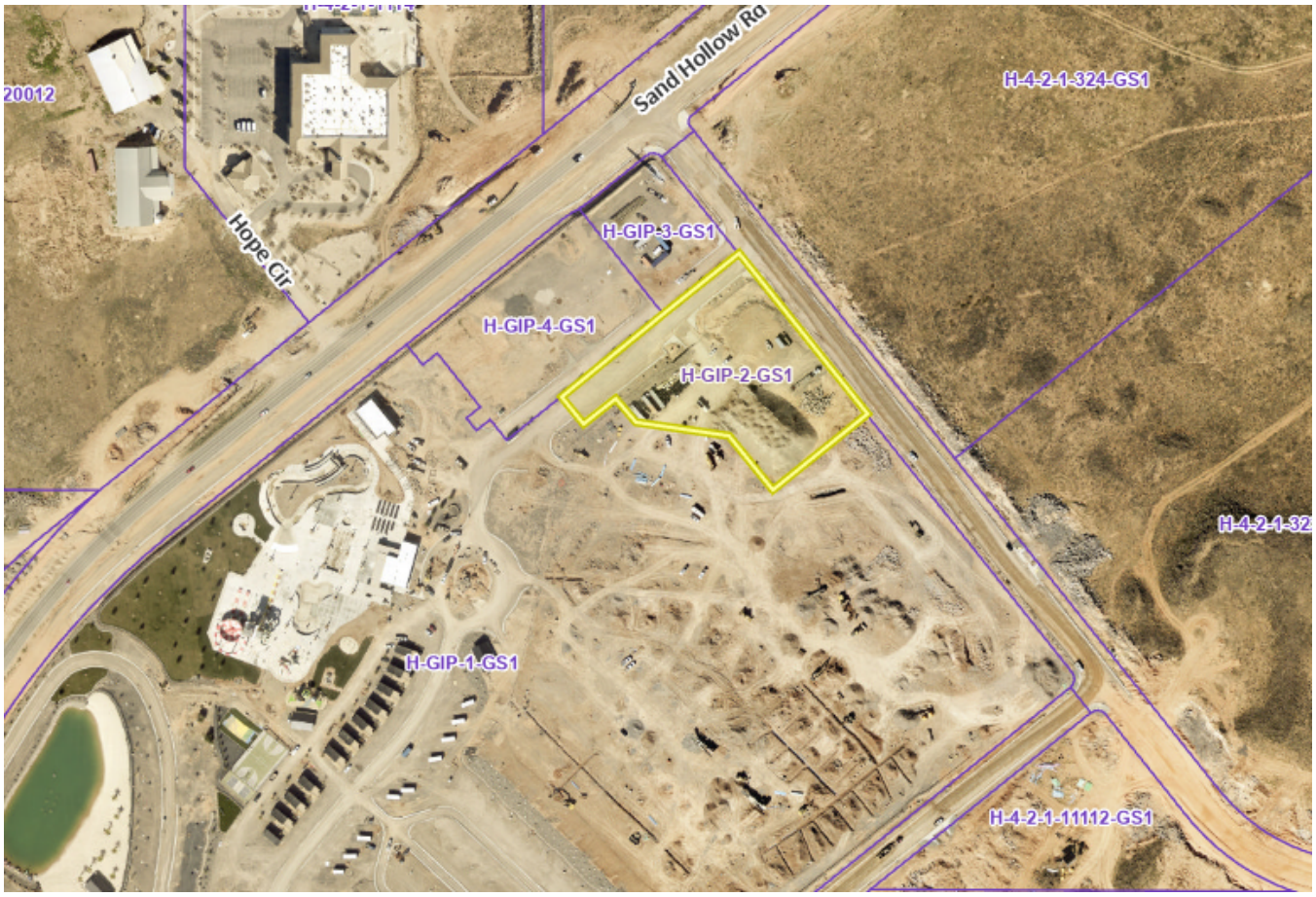
PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**10/09/2025 - Planning Commission**
Application Number:	ZC25-18
Type of Application:	Zone Change Amendment
Action Type:	Legislative
Applicant:	Scott Nielson
Agent:	
Request:	Approval of a Zone Change from Planned Commercial to General Commercial
Location:	505 S Sand Hollow Road
Zoning:	Planned Commercial
General Plan Map:	Planned Community
Recommendation:	Recommend approval to the City Council.
Report Prepared by:	Fred Resch III

Discussion:
The applicant is requesting a zone change from Planned Commercial (PC) to General Commercial (GC) on Lot 2 of the Glampers Inn development. The applicant would like to use the area as an RV sales and rental lot, primarily for guests at Jellystone Park, which is not a permitted use in the Planned Commercial zone.

	Zoning	Adjacent Land Use
North	RM-3	Undeveloped property
East	RM-3	Undeveloped property
South	PC	Glampers Inn, RV park
West	PC	Glampers Inn, commercial development



Vicinity Map

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

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

Response: The General Plan calls the area as Planned Community.
Master planned communities should be complete communities that offer a mixture of housing types and supporting uses such as neighborhood and supporting commercial uses, offices, churches, schools, and parks. Development in this designation should take into account the character of existing surrounding development.

The proposed zone change is part of a larger commercial development with an RV park, entertainment, and commercial development, with residential development planned in the area.

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

Response: The surrounding developed property is all part of the same Glampers Inn development and this change is intended to still be integrated with the overall development.

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

Response: The differences in uses between the Planned Commercial and General Commercial zones are not expected to be large enough to cause any adverse effects on adjacent property.

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

Response: Yes. All necessary utilities have been brought to the property with the remainder of the Glampers Inn development and this change is not expected to drastically increase needed utility provision.

JUC Comments

Public Works: No comment.
Power: [Dixie Power area. No comments received.]
Water: Okay.
Streets: Where are they going to park? Being used for parking for Jellystone.
Sewer: No comment.
Engineering: Engineering doesn't oppose the zone change. The general plan is Planned Community, the proposed use in the narrative is harmonious with the adjacent Jellystone Park, adverse affects are indiscernible, and adequate facilities already exist or can be provided by the property owner.
Fire: Approved.
Gas: Okay.
WCWCD: Washington County Water Conservancy District hereby acknowledges that based on the information provided, the zone change adequately mitigates interference with district facilities and property interests. The District reserves the right to rescind this acknowledgement if additional information becomes available. The district has not determined whether water will be available for this development and does not hereby make any guarantee of water availability. In addition, the development must conform with applicable district requirements, including but not limited to payment of fees.

Other Considerations

1. The applicant's narrative states the proposed use is for RV rental and sale which falls under "vehicle and equipment rental or sale" in the permitted use table in HCC 10-15-3. This use is permitted in General Commercial but not Planned Commercial. However, any use permitted in the General Commercial zone would be permitted if the zone change is approved. Other uses permitted in the GC zone that are not currently permitted in the property's PC zone include:

    a. *Construction sales and service*
    b. *Repair service*
    c. *Research service*
    d. *Tattoo establishment*
    e. *Transportation Service*
    f. *Vehicle and equipment repair*
    g. *Veterinary service*

2. The applicant will need to prepare a site plan application for the new use if the zone change is

approved. As part of the current site plan for the overall Glampers Inn development this area is partially used as parking for the RV park. It will need to be ensured that the change in use for this property does not cause the Glampers Inn to have less parking than is required.

Findings: Staff makes the following findings:

1. The proposed amendment is compatible with the goals and policies of the General Plan pertaining to the Planned Community land use designation.
2. The proposed amendment is in harmony with the overall character of the existing development.
3. The proposed amendment is considered a minor change and will not have any adverse impacts.
4. Public facilities are adequate.

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


Sand Hollow Rd
Hope Cir
H-4-2-2-120012
H-4-2-1-324-GS
H-GIP-3-GS1
H-GIP-4-GS1
H-GIP-2-GS1
H-GIP-1-GS1
Basemap...
0
100
200ft
1:500

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of Zone Change Amendment Ordinance No. ZC25-19, a proposed zone change request, located at approximately 650 S Mountain View Dr., from RA-1 (residential agriculture one unit per acre) to R1-10 (residential one unit per 10,000 square feet.

Discussion: The applicant is requesting a zone change from Residential Agriculture RA-1 to Single Family Residential R1-10 on two properties combining to 0.53 acres located at approximately 650 S Mountain View Drive. These are remainder parcels from the Mountain View Estates subdivision that are proposed to be integrated into the neighboring proposed Hillside Estates Phase 2 subdivision. A public hearing on the proposed zone change was held at the October 9, 2025, Planning Commission meeting and no comments on the zone change were received. 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. – Fred Resch III

Property Information
Property Size – approx. 0.53 acres
Current Zoning – RA-1
General Plan – Single Family
Existing Development – vacant
Parcel No. H-MVEH-COMMON-A and H-MVEH-COMMON-B

Findings:

Staff makes the following findings:
1. The proposed amendment is compatible with the goals and policies of the General Plan designation of Single Family development.
2. The proposed amendment is in harmony with the overall character of the existing development.
3. The proposed amendment is considered too minor a change to have any adverse impacts on adjacent properties.
4. Public facilities are adequate.

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

Hurricane City Application

Application Accepted Date: 09/22/2025

Type of Improvement: Zone Change Application

Description: Rezone

Tenant / Project Name: Hillside Estates Phase 2

Bldg. Address: 650 S Mountain View Drive

City: Hurricane City State: UT Zip: 84737

Subdivision: Phase:

Block: Lot #: Parcel ID #: H-MVEH-1-COMMON-A,

Zone: RA-1 H-MVEH-1-COMMON-B

Property Owner: Andrew Kay

Permit Contact: Brandee Walker P:(435) 668-4023

Email: bwalker@civilscience.com

CONTACT INFORMATION

Engineer of Record: Civil Science

Email: bwalker@civilscience.com P: (435) 668-4023

General Contractor: Lots for IFF

License #: P: (949) 838-7550

City: State: Zip:

Email: andrew@investorfirstfund.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: PLANZC25-19

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: Brandee Walker

Signature of Applicant/Authorized Agent or Owner: Date:

Application Approved By: Date:

Application Issued By: Date:

Receipt #: 243715153-09/22/25

DRAFT

Zone Change Narrative

The purpose of this zone change request is to rezone the small strips of property along the south side of 650 South Street from RA-1 to R1-10 so it can be combined with adjacent future residential development. These small parcels were remainder parcels from Mountain View Estates Phase 1 at Hurricane Subdivision and were platted as common area. The developer of future Hillside Estates Phase 2 has purchased these two common space parcels from the HOA and will include them in the residential subdivision of R1-10.

Parcels H-MVEH-1-COMMON-A and H-MVEH-1-COMMON-B combined total 0.53 acres.

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**10/09/2025 - Planning Commission**
Application Number:	ZC25-19
Type of Application:	Zone Change Amendment
Action Type:	Legislative
Applicant:	Andrew Kay
Agent:	Brandee Walker
Request:	Approval of a Zone Change from RA-1 to R1-10
Location:	650 S Mountain View Dr
Zoning:	RA-1
General Plan Map:	Single Family
Recommendation:	Recommend approval to the City Council.
Report Prepared by:	Fred Resch III

Discussion:
The applicant is requesting a zone change from Residential Agricultural 1 (RA-1) to Single Family Residential 10 (R1-10) on two remainder parcels from the Mountain View Estates development. The applicant would like to combine the area with the adjacent parcels to the south as part of a future Hillside Estates Phase 2 development with the same zoning. The two parcels combine in size to be 0.54 acres.

The property to the south of the western parcel is owned by the applicant and will be combined and subdivided further. The property to the south of the eastern parcel is owned by Hurricane City and the Washington County Council of Governments as part of the right-of-way preservation for 1400 W and Mountain View Drive. As this property is more than what is needed for the roadway, the City has begun the process of possibly transferring this property to the applicant as part of the subdivision, in exchange for the full buildout of the roadway.

	Zoning	Adjacent Land Use
North	RA-1, PF	Single family homes and undeveloped property (future city park)
East	R1-10	Single family homes
South	R1-10	Undeveloped property
West	R1-10	Single family homes



Vicinity Map

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

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

Response: The General Plan Map shows this area as a Single Family. The 2020 General Plan defines Single Family as follows:

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.

This proposed zone change complies with the General Plan Map. In fact, the current RA-1 zoning is inconsistent with the existing Single Family general plan designation of the site and, therefore, the requested zone change would bring the property's zoning into conformance with the general plan for this area. This area is also close to parks, schools, and churches as is also recommended by the general plan for this zoning designation.

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

Response: The surrounding developed property is predominantly the same zone as what is being requested and will be integrated into a new phase of an existing subdivision.

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

Response: The properties in question are too small to be developed without integration into neighboring

properties. This is a remainder parcel and is unlikely that developing them will have adverse effects on neighboring properties.

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

Response: Yes. Most of the area is already developed. The JUC had no concerns with overall utility availability.

JUC Comments

Public Works: Need access to road. Improvements on 650 S and Mountain View Dr.
Power: Zone change ok. Development must pay for additional capacity to the subdivision.
Water: Okay.
Streets: Where are they going to park? Being used for parking for Jellystone.
Sewer: No comment.
Engineering: Hurricane City maps shows the Hurricane Canal Company has an 18" pipe across H-MVEH-1-common-A. It's reasonable to expect the pipe will be accounted for in future development plans. Future development plans must be coordinated with Hurricane City. 650 South has been given to Sunrise Engineering to design a reconstruction project.
Fire: Approved.
Gas: Okay.
Fiber: No comment.
WCWCD: Washington County Water Conservancy District hereby acknowledges that based on the information provided, the zone change adequately mitigates interference with district facilities and property interests. The District reserves the right to rescind this acknowledgement if additional information becomes available. The district has not determined whether water will be available for this development and does not hereby make any guarantee of water availability. In addition, the development must conform with applicable district requirements, including but not limited to payment of fees.

Other Considerations

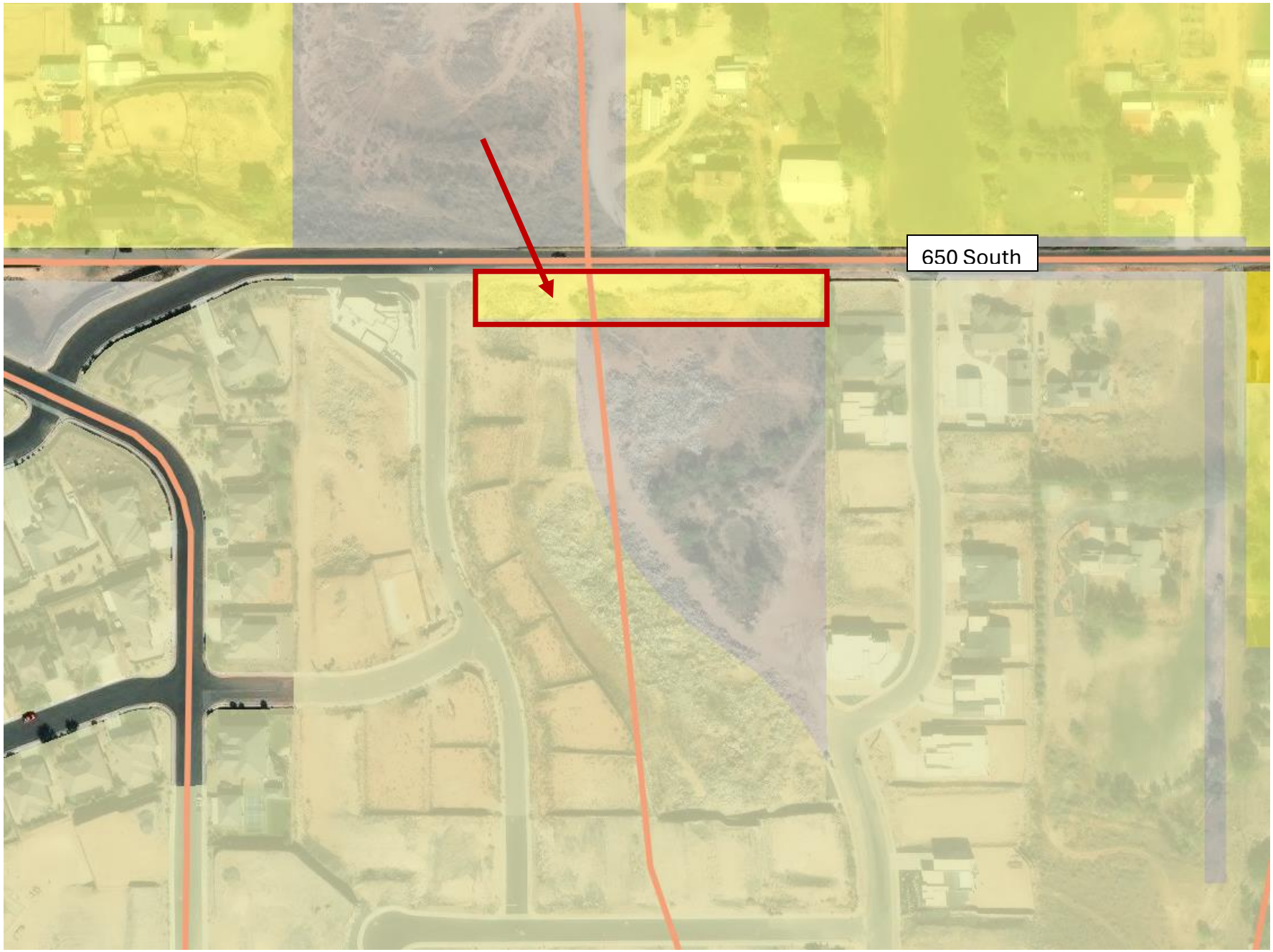
1. The property to the south (H-3-2-4-1204) is noted as Public Facility, since it is currently owned by Hurricane City, however records do not show that the property was ever affirmatively changed from its previous zoning of R1-10 to PF. Since changing a zone requires a legislative decision by the City Council the property is currently zoned R1-10.

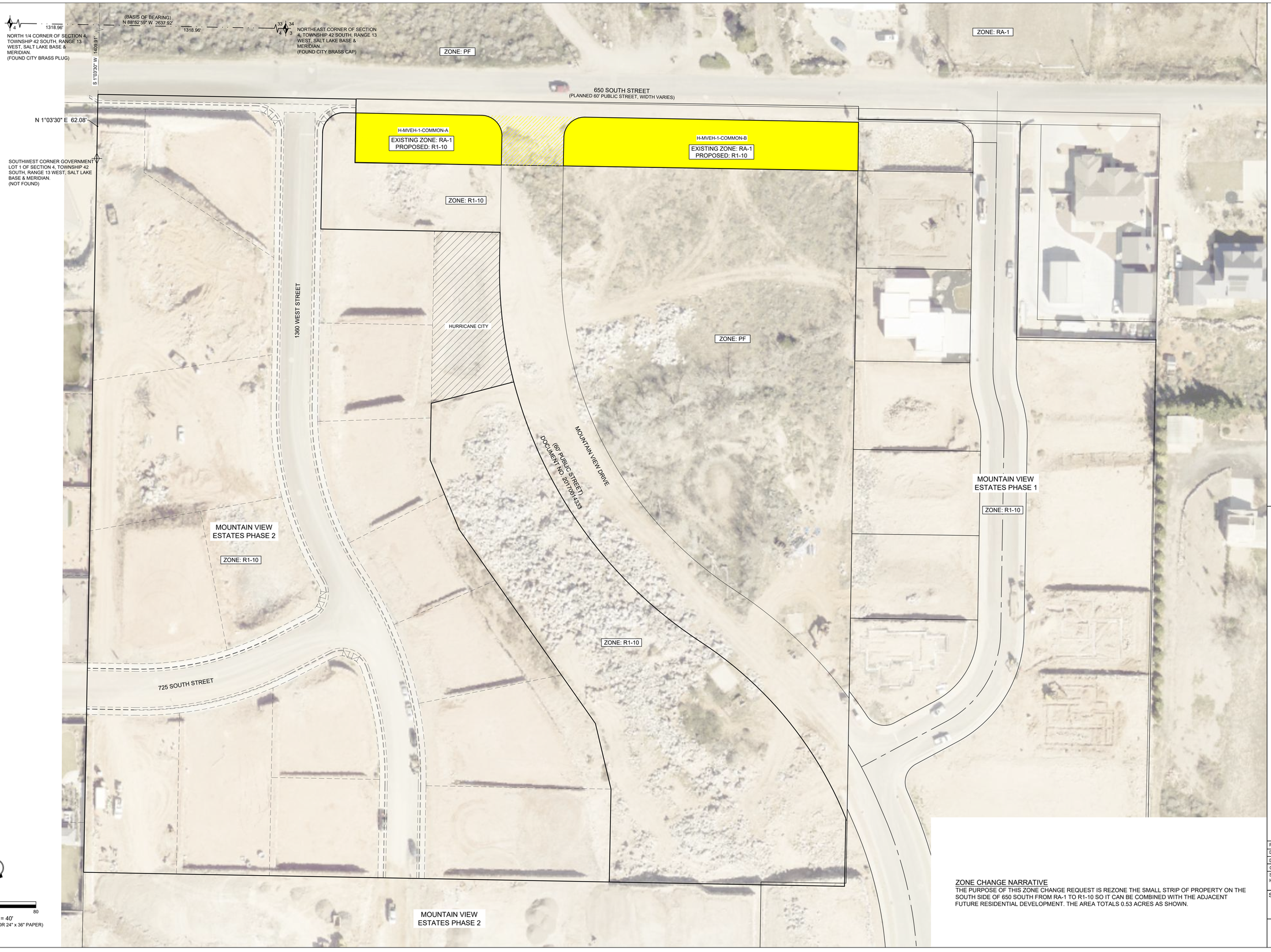
Findings: Staff makes the following findings:

1. The proposed amendment is compatible with the goals and policies of the General Plan pertaining to public facilities.
2. The proposed amendment is in harmony with the overall character of the existing development.
3. The proposed amendment is considered too minor a change to have any adverse impacts on adjacent properties.
4. Public facilities are adequate.

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

Existing Zoning = RA-1





1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100

CivilScience

ZONE CHANGE EXHIBIT

LOCATED IN

NE 1/4 OF SECTION 4, TOWNSHIP 42 SOUTH,
RANGE 13 WEST, SALT LAKE BASE & MERIDIAN

ZONE CHANGE NARRATIVE

THE PURPOSE OF THIS ZONE CHANGE REQUEST IS REZONE THE SMALL STRIP OF PROPERTY ON THE SOUTH SIDE OF 650 SOUTH FROM RA-1 TO R1-10 SO IT CAN BE COMBINED WITH THE ADJACENT FUTURE RESIDENTIAL DEVELOPMENT. THE AREA TOTALS 0.53 ACRES AS SHOWN.

PROJ. #:	25284
DRAWN BY:	BLW
DATE:	09/11/2025
CHECKED BY:	TWS
SCALE OF SHEET HOR SCALE:	1" = 40'

SHEET 1 OF 1

ORDINANCE NO ZC25-19

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE FOR PARCELS H-MVEH-1-COMMON-A AND H-MVEH-1-COMMON-B FROM RESIDENTIAL AGRICULTURAL 1 (RA-1) TO SINGLE FAMILY RESIDENTIAL 10 (R1-10)

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 parcels H-MVEH-1-COMMON-A and H-MVEH-1-COMMON-B are rezoned from Residential Agricultural 1 (RA-1) to Single Family Residential 10 (R1-10).

PASSED AND APPROVED on this 16th day of October 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 16th day of October 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

RECORD OF DENIAL – PP25-17

This Record of Denial is issued pursuant to Utah Code Section 10-9a-509.5(2) and constitutes the required written decision of the Hurricane City Council on the application for a preliminary plat for the Sand Hollow Mesa Neighborhood Six development.

Proposed Plat Application and Background

Hurricane City (the "City") accepted an application on May 5, 2025, for a proposed *Preliminary plat for Sand Hollow Mesa, Neighborhood 6, Phase 1-16*, which was assigned application number PP25-17 (the "Proposed Plat"). The Proposed Plat includes 86.68 acres and 579 proposed lots or units. The current zoning of the Proposed Plat was granted in 2021 in conjunction with a Development Agreement for Sand Hollow Mesa Project, which was recorded with the Washington County Recorder on May 28, 2021, as Document No. 20210038122 (the "Development Agreement"). In the Development Agreement, the developer acknowledges that existing public infrastructure will require the construction of offsite improvements, and the developer is permitted to construct those improvements and dedicate them to the City in exchange for reimbursement for system improvements. The Proposed Plat is located on the outskirts of the City and, although the City is actively working to extend services, adequate public facilities currently limit development in the area.

In a letter dated August 27, 2025, counsel for the Proposed Plat applicant requested final action on the Proposed Plat pursuant to Utah Code section 10-9a-509.5(2). Under the Development Agreement, the City Council acts as the approving authority for residential preliminary subdivision plats. The City is required to take final action on the Proposed Plat by approving or denying the application in writing within 45 days after the City is served with the request. In a letter dated October 8, 2025, counsel for the Proposed Plat applicant rescinded the August 27, 2025 request and requested final action on the Proposed Plat no later than November 22, 2025. This Record of Denial constitutes the City Council's requested written final action on the application for the Proposed Plat.

Findings

After reviewing the Proposed Plat application and the surrounding facts and circumstances, the City Council makes the following findings:

1. The City's power grid in the subject area currently lacks capacity to serve the Proposed Plat, and the City Council cannot find at this time that power capacity will timely be provided to serve the Proposed Plat. *See* Hurricane City Code §§ 10-37-6; 9-6-3. Due to current City funding restraints, City staff have proposed a draft reimbursement agreement whereby the applicant would fund the construction of a needed substation and transmission lines and be fully reimbursed with impact fee waivers, but applicant has not agreed to the arrangement and the agreement has not been approved by the City Council. If the City and applicant agree on a reimbursement agreement, additional easements are also needed to accommodate power transmission lines necessary to serve the project. The easements need to be acquired from the owner of the Proposed Plat property as well

as offsite landowners. In addition, the applicant has not yet deeded property to the City for the necessary substation as required in the Development Agreement. In these circumstances, the approval of the Proposed Plat would be premature due to the lack of adequate public power facilities.

2. The City Council concurs with the Hurricane Valley Fire Special Service District (the "Fire District") in finding that the Proposed Plat fails to satisfy the requirements of the International Fire Code. The 2021 International Fire Code, Appendix D, Sections D106-D107 require that multiple-family residential projects having more than 100 dwelling units and one- or two-family residential developments having more than 30 dwelling units shall be served by two separate and approved fire apparatus access roads. The Fire District has found that an approved access road must be paved. The Proposed Plat would result in dwelling units that exceed the number that require a second approved access road, but the area is currently served by only one approved access road, so a second approved access road is required to satisfy the Fire Code. The right-of-way for a second access to serve the Proposed Plat at 2400 West Street has been partially acquired by the City, and the City is actively working to acquire the remaining right-of-way. Once the right-of-way is acquired, the second access must be improved to meet the Fire Code. At this time, a second approved access road is not available, and in the circumstances the City Council cannot find that required access will timely be provided to serve the Proposed Plat
3. The Proposed Plat fails to address City comments and redlines provided in response to prior submitted versions and fails to meet the requirements of the Hurricane City Code and Standards. The Proposed Plat does not show existing property lines or road improvements. The Proposed Plat does not show or specify typical street cross sections for all roadways. HCC § 10-39-7(C)(1), (6). The Proposed Plat's legal descriptions are inaccurate and insufficient. HCC § 10-39-7(B)(2). Specialized geotechnical investigation is required and not provided. The Proposed Plat fails to show and label all slopes 30% and greater. The Proposed Plat incorporates proposed modifications to a natural drainage channel that must be approved by the City Engineer, which modifications have not been approved. Hurricane City Standards § 3.4.1. The Proposed Plat does not meet the requirements for preliminary plats as set forth in Hurricane City Code Section 10-39-7.

Decision

Based on the findings set forth herein, the Hurricane City Council hereby DENIES the application for a *Preliminary plat for Sand Hollow Mesa, Neighborhood 6, Phase 1-16*.

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I, Nanette Billings, Mayor of Hurricane City, execute this Record of Denial as directed by the City Council during a regularly scheduled public meeting on October 16, 2025.

_____
Mayor Nanette Billings
Hurricane City

STATE OF UTAH)
:ss
COUNTY OF WASHINGTON)

On this 16th day of October, 2025, Nanette Billings personally appeared before me, being duly sworn, and did say that she signed the foregoing document in her capacity as Mayor of Hurricane City.

_____
Notary Public

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a Preliminary Plat for Sand Hollow Mesa Neighborhood Six, a 579 lot subdivision located at 3800 S 2200 W.

Discussion: The applicant has submitted a preliminary plat for Sand Hollow Mesa, Neighborhood Six. This represents the first phase of the Sand Hollow Mesa project, which received a zone change and Planned Development Overlay approval in 2021. Sand Hollow Mesa is a large master-planned community encompassing nearly 1,100 acres and more than 3,600 approved units. The current proposal covers 88 acres and includes 579 units consisting of single-family homes, townhomes, and condominiums. The property is zoned Single Family Residential (R1-10) with a Planned Development Overlay (PDO) as part of the Sand Hollow Mesa development.

A previous application for Neighborhood Six was tabled in December 2023 due to inadequate public facilities and was resubmitted in May 2025. At the applicant's request, the City issued a status update letter on June 2, 2025, outlining the additional offsite public facility improvements required to support the project. These include construction of a new transmission line and substation, roadway access along 2400 West, water looping and modeling, and a sewer trunkline connection. To date, these improvements remain unresolved.

The applicant has exercised an option under Utah Code Section 10-9a-509.5, which requires that the City Council approve or deny the preliminary plat application within 45 days after notice from the applicant. Staff recommends denial of the application for the reasons outlined in this report, and a proposed Record of Denial is included in the packet for the Council's consideration.

The Planning Commission considered this item on October 9, 2025. The Commission concurred with staff's recommendation and voted unanimously, with one abstention, to recommend denial of the application to the City Council. – Fred Resch III

Findings: Staff has reviewed the preliminary plat application for Sand Hollow Mesa Neighborhood Six in light of Hurricane City Code 9-6-3 and 10-37-4, the comments received from the Joint Utility Committee, and discussions staff has had with the applicant.

Based on these materials, staff finds that the following public facility improvements are necessary before Neighborhood Six can proceed:

1. **Power Infrastructure** – The applicant needs to ensure, before preliminary plat approval:
    - The recordation of all easements to get transmission power lines to the site.

- The dedication of the substation site as outlined in the Sand Hollow Mesa development agreement.
- Ensure the construction of the transmission line and the substation. As these are impact fee eligible improvements, staff has already prepared a reimbursement agreement, however that needs to be approved by the City Council.

2. **Roadway and Emergency Access** – Acquisition of all necessary right-of-way along 2400 West and construction of a 32-foot asphalt spine road to 3000 South. Agreements and/or bonding will be required prior to preliminary plat approval.
3. **Water Model and Looping** – Submission of a current, finished water model for City review and approval, together with a plan to provide looping to City standards. Any required off-site improvements must either be constructed prior to preliminary plat approval or addressed in a binding agreement with the City, which may include bonding requirements.

At this time, these improvements and agreements have not been completed, bonded for, or otherwise secured. Under HCC 9-6-3(B) and 10-37-4, development may only proceed where adequate public facilities are "in place or will be timely provided." Without executed agreements, approved designs, and bonding to guarantee construction of the required offsite improvements, staff cannot determine that facilities will be timely provided.

Recommendation: Staff recommends denial of the preliminary plat for Sand Hollow Mesa Neighborhood Six. The current application is premature and does not meet the standards of the Hurricane City Code. Because the applicant has invoked Utah Code Section 10-9a-509.5, the denial of the preliminary plat application must be in writing. A proposed Record of Denial has been drafted for the City Council's consideration and is included in the packet. Staff recommends that the City Council adopt, or amend and adopt, the draft Record of Denial and authorize the Mayor to sign the Record of Denial.

Hurricane City Application

Application Accepted Date: 05/05/2025

Type of Improvement: Subdivision (Preliminary Plat)

Description:

Tenant / Project Name: Sand Hollow Mesa Neighborhood 6

Bldg. Address: 3800 SOUTH 2200 WEST

City: Hurricane City State: UT Zip: 84737

Subdivision: SAND HOLLOW MESA NEIGHBORHOOD 6 Phase:

Block: Lot #: Parcel ID #: H-3399-B-SH1,H-3399-I-SH1,H-3399-A-SH1,H-3399-D-SH1,H-3400-F-SH1,H-3400-G-SH1

Property Owner: Vyonne Mendanhall

Permit Contact: Karl Rasmussen P: (435) 668-8316

Email: karl@pv-eng.com

CONTACT INFORMATION

Engineer of Record: Karl Rasmussen

Email: karl@pv-eng.com P: (435) 668-8307

General Contractor: Toquerville Enterprises

License #: P: (702) 539-9166

City: State: Zip:

Email: kevin@flairind.com

APPLICATION DETAILS

Valuation	$ 0.00

PERMIT FEES

Planning Fee	$ 150.00
Planning Fee	$ 150.00
Sub Total:	**$ 150.00**
Permit Total:	**$ 150.00**
Amount Paid:	**$ 150.00**
Remaining Due:	**$ 0.00**

APPROVALS	DATE	INFO

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

APPLICATION NUMBER: PLANPP25-17

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: Karl Rasmussen

Signature of Applicant/Authorized Agent or Owner: Date:

Application Approved By: Date:

Application Issued By: Date:

Receipt #: 227655291-04/03/25

DRAFT

Sand Hollow Mesa, neighborhood 6 will be built in 16 phases. See below the lots built per each phase.

PHASE TABLE

PHASE NO.	NO. OF. LOTS OR UNITS
PHASE 1	24 TOWNHOMES 2 AC COMMERCIAL
PHASE 2	43 LOTS
PHASE 3	45 LOTS + PARK
PHASE 4	27 LOTS
PHASE 5	29 LOTS
PHASE 6	25 LOTS
PHASE 7	47 LOTS
PHASE 8	28 LOTS
PHASE 9	24 LOTS
PHASE 10	52 TOWNHOMES
PHASE 11	66 TOWNHOMES
PHASE 12	77 CONDOS
PHASE 13	36 TOWNHOMES
PHASE 14	26 CONDOS
PHASE 15	30 CONDOS
PHASE 16	1AC COMMERCIAL
TOTAL	579

SAND HOLLOW MESA LAND USE AND UNIT SUMMARY

PROPOSED CHANGES MAY 5, 2025

NEIGHBORHOOD 1			TOTAL DEVELOPED AREA 110.0 AC.					
PUBLIC LAND	43.5 AC	AREA SF	AREA ACRES	F.A.R	S.F.	DU/AC	UNITS	D.U.
STREETS 23% OF TOTAL AREA			25.3					
PUBLIC SPACES			16	Recorded area	16.0 AC			
PUBLIC BUILDINGS			2.2					
PRIVATE LAND	66.5 AC.							
COMMERCIAL	BUSINESS/RETAIL		2	0.25	21,780	0.0		
	LODGING	1,500	6			24.0	144 Stes	
	RV		0			18.0	0 Lots	
MIXED USE RESIDNTIAL			6	0.20	52,272	12.0		72
	STACKED	2,000	13			22.0		286
(AVERAGE DENSITY)	ATTACHED/SIDEYARD	3,500	18.3			12.0		220
	SMALL LOT	6,000	12.2			6.0		73
	MODERATE LOT	10,000	6			3.6		22
	LARGE LOT	20,000	3			1.8		5
	ESTATE	40,000	0			1.0		0
	ACCESSORY						35 Units	
NEIGHBORHOOD TOTALS					66,647		179 Units	678

NEIGHBORHOOD 1			TOTAL DEVELOPED AREA 110.0 AC.			
ORIGINAL UNITS	ADDED UNITS	SUBTRACTED UNITS	UPDATED UNITS	ORIGINAL D.U.	ADDED D.U.	SUBTRACTED D.U.	UPDATED D.U.	UNIT TYPES
144			144					**LODGING**
0			0					**RV**
			0				72	**MIXED USE**
			0				286	**STACKED**
			0				220	**ATTACHED/SIDEYARD**
			0				73	**SMALL LOT**
			0				22	**MODERATE LOT**
			0				5	**LARGE LOT**
			0				0	**ESTATE**
35			35					
			179				678	**<=TOTAL**

NO CHANGE on Neighborhood 1

NEIGHBORHOOD 2			TOTAL DEVELOPED AREA 64.0 AC.					
PUBLIC LAND	29.9 AC	AREA SF	AREA ACRES	F.A.R	S.F.	DU/AC	UNITS	D.U.
STREETS 23% OF TOTAL AREA			14.7					
PUBLIC SPACES			14	Recorded area	14.0 AC			
PUBLIC BUILDINGS			1.2					
PRIVATE LAND	34.1 AC.							
COMMERCIAL	BUSINESS/RETAIL		1.0	0.25	10,890	0.0		
	LODGING	1,500	4.5			24.0	108 Stes	
	RV		0.0			18.0	0 Lots	
MIXED USE			2.5	0.20	21,780	12.0		30
RESIDENTIAL	STACKED	2,000	8.0			22.0		176
(AVERAGE DENSITY)	ATTACHED/SIDEYARD	3,500	11.6			12.0		139
	SMALL LOT	6,000	4.0			6.0		24
	MODERATE LOT	10,000	2.5			3.6		9
	LARGE LOT	20,000	0.0			1.8		0
	ESTATE	40,000	0.0			1.0		0
	ACCESSORY						25 Units	
NEIGHBORHOOD TOTALS					29,403		133 Units	378

NEIGHBORHOOD 2			TOTAL DEVELOPED AREA 64.0 AC.			
ORIGINAL UNITS	ADDED UNITS	SUBTRACTED UNITS	UPDATED UNITS	ORIGINAL D.U.	ADDED D.U.	SUBTRACTED D.U.	UPDATED D.U.	UNIT TYPES
108			108				0	**LODGING**
0			0				0	**RV**
			0				30	**MIXED USE**
			0				176	**STACKED**
			0				139	**ATTACHED/SIDEYARD**
			0				24	**SMALL LOT**
			0				9	**MODERATE LOT**
			0				0	**LARGE LOT**
			0				0	**ESTATE**
25			25					
			133				378	**<=TOTAL**

NO CHANGE on Neighborhood 2

NEIGHBORHOOD 3			TOTAL DEVELOPED AREA 62.0 AC.					
PUBLIC LAND	24.8 AC	AREA SF	AREA ACRES	F.A.R	S.F.	DU/AC	UNITS	D.U.
STREETS 23% OF TOTAL AREA			14.3					
PUBLIC SPACES			6.5	Recorded area	6.5 AC			
PUBLIC BUILDINGS			4					
PRIVATE LAND	37.2 AC.							
COMMERCIAL	BUSINESS/RETAIL		4.6	0.25	50,094	0.0		
	LODGING		4.6			24.0	110.4 Stes	
	RV		0			18.0	0 Lots	
MIXED USE			4	0.20	34, 848	12.0		48
RESIDENTIAL	STACKED	2,000	8.4			22.0		185
(AVERAGE DENSITY)	ATTACHED/SIDEYARD	3,500	9.1			12.0		109
	SMALL LOT	6,000	4			6.0		24
	MODERATE LOT	10,000	2.5			3.6		9
	LARGE LOT	20,000	0			1.8		0
	ESTATE	40,000	0			1.0		0
	ACCESSORY						28 Units	
NEIGHBORHOOD TOTALS					76,448		138 Units	375

NEIGHBORHOOD 3			TOTAL DEVELOPED AREA 62.0 AC.			
ORIGINAL UNITS	ADDED UNITS	SUBTRACTED UNITS	UPDATED UNITS	ORIGINAL D.U.	ADDED D.U.	SUBTRACTED D.U.	UPDATED D.U.	UNIT TYPES
110.4			110				0	**LODGING**
0			0				0	**RV**
			0				48	**MIXED USE**
			0				185	**STACKED**
			0				109	**ATTACHED/SIDEYARD**
			0				24	**SMALL LOT**
			0				9	**MODERATE LOT**
			0				0	**LARGE LOT**
			0				0	**ESTATE**
28			28					
			138.4				375	**<=TOTAL**

NO CHANGE on Neighborhood 3

SAND HOLLOW MESA LAND USE AND UNIT SUMMARY

PROPOSED CHANGES MAY 5, 2025

NEIGHBORHOOD 4			TOTAL DEVELOPED AREA 91.0 AC.					
PUBLIC LAND	30.1 AC	AREA SF	AREA ACRES	F.A.R	S.F.	DU/AC	UNITS	D.U.
STREETS 23% OF TOTAL AREA			20.9					
PUBLIC SPACES			6.2	Recorded area	6.2 AC			
PUBLIC BUILDINGS	(INCL. SUBSTATION)		3					
PRIVATE LAND	60.9 AC.							
COMMERCIAL	BUSINESS/RETAIL		10.5	0.25	114,345	0.0		
	LODGING		3.2			22.0	70.4 Stes	
	RV		24.5			18.0	441 Lots	
MIXED USE			2.2	0.20	19,166	12.0		26
RESIDENTIAL	STACKED	2,000	7			20.0		140
(AVERAGE DENSITY)	ATTACHED/SIDEYARD	3,500	8			12.0		96
	SMALL LOT	6,000	3.5			6.0		21
	MODERATE LOT	10,000	2			3.6		7
	LARGE LOT	20,000	0			1.8		0
	ESTATE	40,000	0			1.0		0
	ACCESSORY						24 Units	
NEIGHBORHOOD TOTALS					120, 160		535 Units	290

NEIGHBORHOOD 4			TOTAL DEVELOPED AREA 91.0 AC.				
ORIGINAL UNITS	ADDED UNITS	SUBTRACTED UNITS	UPDATED UNITS	ORIGINAL D.U.	ADDED D.U.	SUBTRACTED D.U.	UPDATED D.U.	UNIT TYPES
70.4			70.4					**LODGING**
441	270		**711**					**RV**
			0	26	27		53	**MIXED USE**
			0	140		-140	0	**STACKED**
			0	96		-96	0	**ATTACHED/SIDEYARD**
			0	21	1		22	**SMALL LOT**
			0	7		-7	0	**MODERATE LOT**
			0	0			0	**LARGE LOT**
			0	0			0	**ESTATE**
24			24					
			805.4				**75**	**<=TOTAL**

NEIGHBORHOOD 5			TOTAL DEVELOPED AREA 92.0 AC.					
PUBLIC LAND	35.7 AC	AREA SF	AREA ACRES	F.A.R	S.F.	DU/AC	UNITS	D.U.
STREETS 23% OF TOTAL AREA			21.2					
PUBLIC SPACES			10.5	Recorded area	10.5 AC			
PUBLIC BUILDINGS			4					
PRIVATE LAND	56.3 AC.							
COMMERCIAL	BUSINESS/RETAIL		8	0.25	87,120	0.0		
	LODGING		3			20.0	60 Stes	
	RV		0			18.0	0 Lots	
MIXED USE			4.5	0.20	39,204	12.0		54
RESIDENTIAL	STACKED	2,000	10			20.0		200
(AVERAGE DENSITY)	ATTACHED/SIDEYARD	4,000	12.3			10.0		123
	SMALL LOT	6,000	7.5			6.0		45
	MODERATE LOT	10,000	5			3.6		18
	LARGE LOT	20,000	3			1.8		5
	ESTATE	40,000	3			1.0		3
	ACCESSORY						40 Units	
NEIGHBORHOOD TOTALS					113,692		100 Units	448

NEIGHBORHOOD 5			TOTAL DEVELOPED AREA 92.0 AC.				
ORIGINAL UNITS	ADDED UNITS	SUBTRACTED UNITS	UPDATED UNITS	ORIGINAL D.U.	ADDED D.U.	SUBTRACTED D.U.	UPDATED D.U.	UNIT TYPES
60			60					**LODGING**
0			0					**RV**
			0	54			54	**MIXED USE**
			0	200		-27	173	**STACKED**
			0	123			123	**ATTACHED/SIDEYARD**
			0	45			45	**SMALL LOT**
			0	18			18	**MODERATE LOT**
			0	5			5	**LARGE LOT**
			0	3			3	**ESTATE**
40			40					
			100				**421**	**<=TOTAL**

NEIGHBORHOOD 6			TOTAL DEVELOPED AREA 88.0 AC.					
PUBLIC LAND	31.2 AC	AREA SF	AREA ACRES	F.A.R	S.F.	DU/AC	UNITS	D.U.
STREETS 23% OF TOTAL AREA			20.2					
PUBLIC SPACES			8	Recorded area	8.0 AC			
PUBLIC BUILDINGS			3					
PRIVATE LAND	56.8 AC.							
COMMERCIAL	BUSINESS/RETAIL		1.8	0.20	15,682	0.0		
	LODGING		3			20.0	60 Stes	
	RV		15			18.0	270 Lots	
MIXED USE			3	0.15	19,602	9.0		27
RESIDENTIAL	STACKED	2,500	8			18.0		144
(AVERAGE DENSITY)	ATTACHED/SIDEYARD	4,000	10			10.0		100
	SMALL LOT	6,000	7			6.0		42
	MODERATE LOT	10,000	5			3.6		18
	LARGE LOT	20,000	2			1.8		4
	ESTATE	40,000	2			1.0		2
	ACCESSORY						24 Units	
NEIGHBORHOOD TOTALS					31,755		354 Units	337

NEIGHBORHOOD 6			TOTAL DEVELOPED AREA 88.0 AC.				
ORIGINAL UNITS	ADDED UNITS	SUBTRACTED UNITS	UPDATED UNITS	ORIGINAL D.U.	ADDED D.U.	SUBTRACTED D.U.	UPDATED D.U.	UNIT TYPES
60			60					**LODGING**
270		-270	0					**RV**
			0	27		-27	0	**MIXED USE**
			0	144		-11	133	**STACKED (CONDOS)**
			0	100	78		178	**ATTACHED/SIDEYARD (TOWNHOMES)**
			0	42	57		99	**SMALL LOT (PHASE 7, 8, 9)**
			0	18	150		168	**MODERATE LOT (PHASE 2,3,4,5,&6)**
			0	4		-3	1	**LARGE LOT (LOT 31)**
			0	2		-2	0	**ESTATE**
24			24					
			84				579	**<=TOTAL**
					313	-313		

SAND HOLLOW MESA LAND USE AND UNIT SUMMARY

PROPOSED CHANGES MAY 5, 2025

NEIGHBORHOOD 7			TOTAL DEVELOPED AREA 74.0 AC.					
PUBLIC LAND	26.2 AC	AREA SF	AREA ACRES	F.A.R	S.F.	DU/AC	UNITS	D.U.
STREETS 23% OF TOTAL AREA			17					
PUBLIC SPACES			6.2	Recorded area	6.2 AC			
PUBLIC BUILDINGS			3					
PRIVATE LAND	47.8 AC.							
COMMERCIAL	BUSINESS/RETAIL		1.5	0.20	13,068	0.0		
	LODGING		1			20.0	20 Stes	
	RV		0			18.0	0 Lots	
MIXED USE			2.8	0.15	18,295	9.0		25
RESIDENTIAL	STACKED	2,500	9			16.0		144
(AVERAGE DENSITY)	ATTACHED/SIDEYARD	4,000	13.7			10.0		137
	SMALL LOT	6,000	11			6.0		66
	MODERATE LOT	10,000	6.8			3.6		24
	LARGE LOT	20,000	2			1.8		4
	ESTATE	40,000	0			1.0		0
	ACCESSORY						30 Units	
NEIGHBORHOOD TOTALS					28,227		50 Units	400

NEIGHBORHOOD 7			TOTAL DEVELOPED AREA 74.0 AC.				
ORIGINAL UNITS	ADDED UNITS	SUBTRACTED UNITS	UPDATED UNITS	ORIGINAL D.U.	ADDED D.U.	SUBTRACTED D.U.	UPDATED D.U.	UNIT TYPES
20			20				0	**LODGING**
0			0				0	**RV**
			0				25	**MIXED USE**
			0				144	**STACKED**
			0				137	**ATTACHED/SIDEYARD**
			0				66	**SMALL LOT**
			0				24	**MODERATE LOT**
			0				4	**LARGE LOT**
			0				0	**ESTATE**
30			30					
			50				400	**<=TOTAL**

NO CHANGE on Neighborhood 7

NEIGHBORHOOD 8			TOTAL DEVELOPED AREA 62.0 AC.					
PUBLIC LAND	21.8 AC	AREA SF	AREA ACRES	F.A.R	S.F.	DU/AC	UNITS	D.U.
STREETS 23% OF TOTAL AREA			14.3					
PUBLIC SPACES			4.5	Recorded area	4.5 AC			
PUBLIC BUILDINGS			3					
PRIVATE LAND	40.0 AC.							
COMMERCIAL	BUSINESS/RETAIL		1.6	0.20	13,939	0.0		
	LODGING		5.2			22.0	114 Stes	
	RV		0			18.0	0 Lots	
MIXED USE			3	0.15	19,602	9.0		27
RESIDENTIAL	STACKED	2,500	10			18.0		180
(AVERAGE DENSITY)	ATTACHED/SIDEYARD	4,000	10.7			10.0		107
	SMALL LOT	6,000	4.5			6.0		27
	MODERATE LOT	10,000	3			3.6		11
	LARGE LOT	20,000	2			1.8		4
	ESTATE	40,000	0			1.0		0
	ACCESSORY						30 Units	
NEIGHBORHOOD TOTALS					30,187		144 Units	356

NEIGHBORHOOD 8			TOTAL DEVELOPED AREA 62.0 AC.				
ORIGINAL UNITS	ADDED UNITS	SUBTRACTED UNITS	UPDATED UNITS	ORIGINAL D.U.	ADDED D.U.	SUBTRACTED D.U.	UPDATED D.U.	UNIT TYPES
114			114				0	**LODGING**
0			0				0	**RV**
			0				27	**MIXED USE**
			0				180	**STACKED**
			0				107	**ATTACHED/SIDEYARD**
			0				27	**SMALL LOT**
			0				11	**MODERATE LOT**
			0				4	**LARGE LOT**
			0				0	**ESTATE**
30			30					
			144				356	**<=TOTAL**

NO CHANGE on Neighborhood 8

NEIGHBORHOOD 9			TOTAL DEVELOPED AREA 49.0 AC.					
PUBLIC LAND	17.1 AC	AREA SF	AREA ACRES	F.A.R	S.F.	DU/AC	UNITS	D.U.
STREETS 23% OF TOTAL AREA			11.3					
PUBLIC SPACES			3.8	Recorded area	3.8 AC			
PUBLIC BUILDINGS			2					
PRIVATE LAND	31.9 AC							
COMMERCIAL	BUSINESS/RETAIL		1	0.20	8,712	0.0		
	LODGING		0			20.0	0 Stes	
	RV		0			18.0	0 Lots	
MIXED USE			1.8	0.15	11,761	9.0		16
RESIDENTIAL	STACKED	2,500	7			15.0		105
(AVERAGE DENSITY)	ATTACHED/SIDEYARD	4,000	10.3			10.0		103
	SMALL LOT	6,000	4.7			6.0		28
	MODERATE LOT	10,000	4.1			3.6		15
	LARGE LOT	20,000	2			1.8		4
	ESTATE	40,000	1			1.0		1
	ACCESSORY						25 Units	
NEIGHBORHOOD TOTALS					18,426		25 Units	272

NEIGHBORHOOD 9			TOTAL DEVELOPED AREA 49.0 AC.				
ORIGINAL UNITS	ADDED UNITS	SUBTRACTED UNITS	UPDATED UNITS	ORIGINAL D.U.	ADDED D.U.	SUBTRACTED D.U.	UPDATED D.U.	UNIT TYPES
0			0				0	**LODGING**
0			0				0	**RV**
			0				16	**MIXED USE**
			0				105	**STACKED**
			0				103	**ATTACHED/SIDEYARD**
			0				28	**SMALL LOT**
			0				15	**MODERATE LOT**
			0				4	**LARGE LOT**
			0				1	**ESTATE**
25			25					
			25				272	**<=TOTAL**

NO CHANGE on Neighborhood 9

SAND HOLLOW MESA LAND USE AND UNIT SUMMARY

PROPOSED CHANGES MAY 5, 2025

NEIGHBORHOOD 10			TOTAL DEVELOPED AREA 28.0 AC.					
PUBLIC LAND	10.4 AC	AREA SF	AREA ACRES	F.A.R	S.F.	DU/AC	UNITS	D.U.
STREETS 23% OF TOTAL AREA			6.4					
PUBLIC SPACES			2.5	Recorded area	2.5 AC			
PUBLIC BUILDINGS			1.5					
PRIVATE LAND	17.8 AC							
COMMERCIAL	BUSINESS/RETAIL		2	0.20	17,424	0.0		
	LODGING		1			20.0	20 Stes	
	RV		0			18.0	0 Lots	
MIXED USE			2	0.15	13,068	9.0		18
RESIDENTIAL	STACKED	2,500	2.7			15.0		41
(AVERAGE DENSITY)	ATTACHED/SIDEYARD	4,000	4.2			9.0		38
	SMALL LOT	6,000	3.3			6.0		20
	MODERATE LOT	10,000	2.6			3.6		9
	LARGE LOT	20,000	0			1.8		0
	ESTATE	40,000	0			1.0		0
	ACCESSORY						16 Units	
NEIGHBORHOOD TOTALS					27,443		36 Units	126
								3660
TOTALS		**DEVELOPED AREA:**	**730 AC**		**542,387 SF**		**1,695 Units**	**3,660 DU**

NEIGHBORHOOD 10			TOTAL DEVELOPED AREA 28.0 AC.				
ORIGINAL UNITS	**ADDED UNITS**	**SUBTRACTED UNITS**	**UPDATED UNITS**	**ORIGINAL D.U.**	**ADDED D.U.**	**SUBTRACTED D.U.**	**UPDATED D.U.**	**UNIT TYPES**
20			2				0	**LODGING**
0			0				0	**RV**
			0				18	**MIXED USE**
			0				41	**STACKED**
			0				38	**ATTACHED/SIDEYARD**
			0				20	**SMALL LOT**
			0				9	**MODERATE LOT**
			0				0	**LARGE LOT**
			0				0	**ESTATE**
16			16					
			36				126	**<=TOTAL**
			1694.8				**3660**	
			1,695 Units				**3,660 DU**	

NO CHANGE on Neighborhood 10

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**10/09/2025 - Planning Commission**
Application Number:	PP25-17
Type of Application:	Preliminary Plat Application
Action Type:	Administrative
Applicant:	Toquerville Enterprises
Agent:	Karl Rasmussen
Request:	Approval of a Preliminary Plat
Location:	3800 S 2200 W
Zoning:	R1-10 (PDO)
General Plan Map:	Planned Community
Recommendation:	Denial through the adoption of the proposed Record of Denial.
Report Prepared by:	Fred Resch III

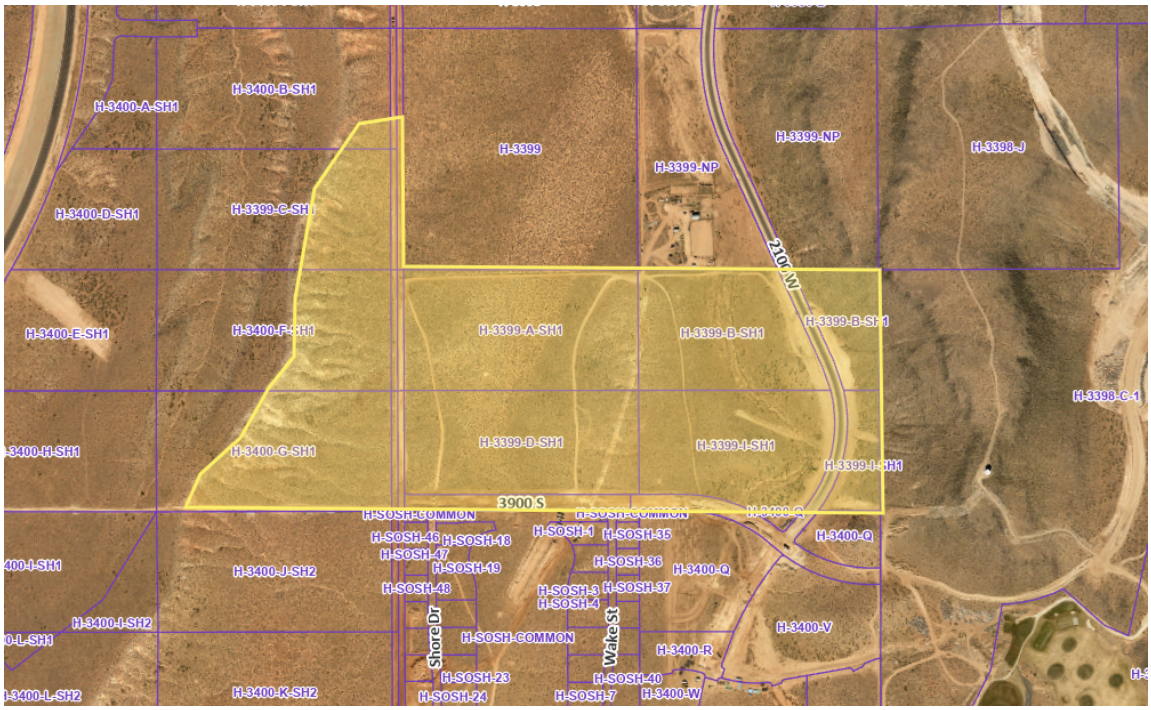
Discussion:

The applicant has submitted a preliminary plat for Sand Hollow Mesa, Neighborhood Six. This represents the first phase of the Sand Hollow Mesa project, which received a zone change and Planned Development Overlay approval in 2021. Sand Hollow Mesa is a large master-planned community encompassing nearly 1,100 acres and more than 3,600 approved units. The current proposal covers 88 acres and includes 579 units consisting of single-family homes, townhomes, and condominiums. The property is zoned Single Family Residential (R1-10) with a Planned Development Overlay (PDO) as part of the Sand Hollow Mesa development.

A previous application for Neighborhood Six was tabled in December 2023 due to inadequate public facilities and was resubmitted in May 2025. At the applicant's request, the City issued a status update letter on June 2, 2025, outlining the additional offsite public facility improvements required to support the project. These include construction of a new transmission line and substation, roadway access along 2400 West, water looping and modeling, and a sewer trunkline connection. To date, these improvements remain unresolved.

The applicant has exercised an option under Utah Code Section 10-9a-509.5, which requires that the Planning Commission approve or deny the preliminary plat application within 45 days after notice from

the applicant. Staff recommends denial of the application for the reasons outlined in this report, and a proposed Record of Denial is included in the packet for the Commission's consideration.



Vicinity Map

JUC Comments
The following items will need to be addressed:

1. **Public Works:** Need easements for power. Water model. Engineer and bond for transmission and substation. Improvements for 2400 W. Still need ROW from property owners on 2400 W.
2. **Power:** The City's power grid in the area currently lacks capacity to serve the project. Due to current City funding restraints, City staff have proposed a reimbursement agreement whereby the applicant would fund the construction of a needed substation and transmission lines and be reimbursed with impact fee vouchers, but applicant has not agreed to the arrangement and the agreement has not been approved by the City Council. If the City and applicant agree on a reimbursement agreement, additional easements are needed to accommodate power transmission lines necessary to serve the project. The easements need to be acquired from the applicant as well as offsite landowners. Applicant has not yet deeded property for necessary substation as outlined in the applicable development agreement. In these circumstances, the approval of a preliminary plat would be premature due to the lack of adequate public facilities.
3. **Sewer:** Ash Creek has some capacity concerns with existing sewer in 2100 West, but Ash Creek can work with the engineer on the proposed sewer alignment in Neighborhood 6 to move the development forward.
4. **Street:** Improvements and ROW needed to 2400 W.
5. **Water:** Requires a water model. Each phase will need stand alone waterline looping.

6. **Engineering:** Engineering recommends rejecting this plat until it meets preliminary plat requirements specified by city code. Existing property lines and road improvements aren't shown.Typical street cross sections for all the proposed roadways need to be shown and specified. Legal descriptions are inaccurate and insufficient. Specialized geotechnical investigation required. Traffic impact study required. 30% slopes in the vicinity must be shown and labeled. Potential land exchange and road stub in the southeast corner of the subdivision must be coordinated with River Valley Development. Modifications to a natural drainage channel must be approved by the City Engineer (HCS 3.4.1(12th paragraph)) . We must discuss the proposed relocation with Spilsbury Cattle Co 1 LLC (the neighboring property owner) before construction drawings are proposed. It appears the relocation could be beneficial for each party. The vertical alignment for 3500 S will likely impact the layout of phase 16. There isn't much distance between the planned interchange and 2400 W when compared to the elevation differences and design constraints for major collectors (i.e. 10% max grade, 40mph curvature (k) values). A vertical alignment should be conceptualized. 2400 W must have a 32' minimum paved surface prior to or constructed with this development.
7. **Fire:** Deny. 2021 IFC Appendix D106 & D107 require 2 access roads. HVFD determines that both access roads be paved.
8. **Cable:** No comment.
9. **Gas**: Okay.
10. **Fiber:** Need long PUE trench to bring fiber.
11. **Water Conservancy:** We still have a 8-inch line running along 3900 S. Contact nick@wcwcd.gov for updated location to put on CD/plan set. Washington County Water Conservancy District hereby acknowledges that based on the information provided, the proposed plan adequately mitigates interference with district facilities and property interests. The District reserves the right to rescind this acknowledgement if additional information becomes available. The district has not determined whether water will be available for this development and does not hereby make any guarantee of water availability. In addition, the development must conform with applicable district requirements, including but not limited to payment of fees.

Staff Comments: Preliminary Plat

1. Sand Hollow Mesa is zoned R1-10 (PDO) and is governed by a development agreement signed and recorded in May of 2021. The concept plan in the development agreement shows Neighborhood Six is approved for 360 units and 270 RV stalls and the proposed plat shows 579 units.
    a. The applicant has provided a spreadsheet showing how units from other neighborhoods, primarily Neighborhood 4, will be reallocated to justify the increase in density in Neighborhood 6.
2. The plat shows two commercial areas, one in Phase 1 and one in Phase 16. The applicant will need to go through the typical site plan process for those areas.
3. All park strips will need to be landscaped and have the proper improvements.
4. A will-serve letter from the culinary and sanitary water providers has been provided.
5. A note indicating whether or not the property is in a tortoise take area has been provided.
6. **Water Use:** To assist the Washington County Water Conservancy District ("WCWCD") as the city's wholesale water provider under the 2006 Regional Water Supply Agreement ("RWSA"), Hurricane City and other cities report monthly the number of number final platted lots,

preliminary platted lots, lots subject to development agreements, and lots within PID taxing areas. These numbers help the WCWCD plan for future water needs and inform the WCWCD's 20-year plan to supply water to the growing County. The 579 units contemplated by this application have already been reported to WCWCD as part of the Sand Hollow Mesa development agreement.

Legal Comments on Application

The approval or denial of a preliminary plat application is an administrative decision in which the City's ordinances are applied to the application, so the City's ordinances should dictate whether a preliminary plat application is approved or denied. There are two City ordinances that are relevant to this application: Hurricane City Code ("HCC") sections 9-6-3 and 10-37-4.

HCC section 10-37-4 states that: "Land shall be developed only where existing infrastructure is in place or will be timely provided to service proposed development. ... The City may disapprove a proposed development if demand for public services exceeds accepted levels of service. No subsequent approval of such development shall be given until either the developer or the City installs improvements calculated to raise service levels to the standard adopted by the City."

HCC section 9-6-3 states that: "Land shall be developed only where public facilities are in place or will be timely provided to serve proposed development at a level of service which meets the City's adopted level of service standards. ... A proposed development shall not be approved if demand for a public facility will exceed adopted level of service standards unless public facility improvements, reasonably calculated to raise service levels to adopted level of service standards, will be available to serve the development.

When considering an application for development in an area where City staff have found that public facilities are inadequate to serve the development at the established level of service, the question for the Planning Commission is whether the necessary public facilities "will be timely provided" to serve the development at adopted levels of service. If the Planning Commission cannot find (determine) that the necessary public facilities "will be timely provided" to provide for the new development, then the City's ordinances require that the development be denied.

Recommendation to Deny the Preliminary Plat

Staff has reviewed the preliminary plat application for Sand Hollow Mesa Neighborhood Six in light of Hurricane City Code 9-6-3 and 10-37-4, the comments received from the Joint Utility Committee, and discussions staff has had with the applicant.

Based on these materials, staff finds that the following public facility improvements are necessary before Neighborhood Six can proceed:

1. **Power Infrastructure** – The applicant needs to ensure, before preliminary plat approval:
    - The recordation of all easements to get transmission power lines to the site.

- The dedication of the substation site as outlined in the Sand Hollow Mesa development agreement.
- Ensure the construction of the transmission line and the substation. As these are impact fee eligible improvements, staff has already prepared a reimbursement agreement, however that needs to be approved by the City Council.

2. **Roadway and Emergency Access** – Acquisition of all necessary right-of-way along 2400 West and construction of a 32-foot asphalt spine road to 3000 South. Agreements and/or bonding will be required prior to preliminary plat approval.

3. **Water Model and Looping** – Submission of a current, finished water model for City review and approval, together with a plan to provide looping to City standards. Any required off-site improvements must either be constructed prior to preliminary plat approval or addressed in a binding agreement with the City, which may include bonding requirements.

At this time, these improvements and agreements have not been completed, bonded for, or otherwise secured. Under HCC 9-6-3(B) and 10-37-4, development may only proceed where adequate public facilities are "in place or will be timely provided." Without executed agreements, approved designs, and bonding to guarantee construction of the required offsite improvements, staff cannot determine that facilities will be timely provided.

Staff recommends **denial** of the preliminary plat for Sand Hollow Mesa Neighborhood Six. While the applicant may pursue approval in the future by completing or bonding for the required infrastructure improvements outlined above, the current application is premature and does not meet the standards of the Hurricane City Code. Because the applicant has invoked Utah Code Section 10-9a-509.5, the denial of the preliminary plat application must be in writing. A proposed Record of Denial has been drafted for the Planning Commission's consideration and is included in the packet. Staff recommends that the Planning Commission adopt, or amend and adopt, the draft Record of Denial and authorize the Chairman to sign the Record of Denial.

November 22, 2023

Hurricane City
Gary Cupp
127 N. 870 W.
Hurricane, UT 84737

Subject: Sand Hollow Mesa Neighborhood 6

Gary,

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

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

Sincerely,

Amber Gillette

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

1350 South Sandhollow Road, Hurricane, UT 84737
phone: 435.635.2348
email: ashcreek@infowest.com

HURRICANE CITY
UTAH

Water Department
Ken Richins, Superintendent

DATE: 11-22-23

To Whom It May Concern:

Western States Ventures SG LLC and Toquerville Enterprizes LLC (the "Developer") has requested a culinary water will serve letter for the subdivision known as Sand Hollow Mesa Neighborhood 6, located at approximately 3800 S 2300 W in Hurricane, Utah (the "Project").

Infrastructure

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

Water Supply

As of the date of this letter, the city has adequate water to supply water to 388 residential connections within the Project. However, water within the City is a finite resource with limited supply. The ability of the City to supply water to previously approved projects, as well as continue to serve additional water customers, is contingent on water supplies being available from the Washington County Water Conservancy District (the "Conservancy District"). Therefore, the City's statements in this letter regarding the adequacy of water supply is (1) contingent on water being available from the Conservancy District and (2) shall expire one year from the date of this letter, after which a renewed will serve letter will be required for any property or lot that has not obtained a metered connection to the City's culinary water system. Developer is encouraged to obtain a guarantee of water from the Conservancy District.

General Requirements

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

Sincerely,

Ken Richins
Water Department Superintendent

646 West 600 North • Hurricane, UT • 84737
Phone: (435) 635-9442 • Fax: (435) 635-2616
WEB: www.cityofhurricane.com

PLANNING & ZONING
HURRICANE CITY
UTAH

Gary Cupp II, Planning Director
Fred Resch, City Planner/Code Enforcement
Brienna Spencer, Planning Technician

June 2, 2025

Via Email
Karl Rasmussen, Engineer of Record
Romney Group / Thane Smith, Property Owner Contact
2265 East Murray Holiday Road
Holiday, Utah 841174
karl@pv-eng.com
thane@theromneygroup.com

RE: Public Facilities Adequacy Update for Sand Hollow Mesa Neighborhood 6

Dear Mr. Rasmussen and Mr. Smith:

Hurricane City recognizes the efforts that you have made, and continue to make, to facilitate the onsite and offsite improvements that are necessary to support the Sand Hollow Mesa Project (the "Project"). As you are aware, the Project is proposed on the southern edge of the City's infrastructure network. The City has been working for several years to provide public facilities to this remote area of town where you have chosen to locate your Project, and the effort has proven to be a significant financial and logistical challenge. These issues were discussed at a meeting regarding a proposed preliminary plat for Neighborhood 6 of the Project that occurred on May 1, 2025, between Project representatives and City staff. This letter is intended to summarize the discussion at that meeting; specifically, this letter lists additional public facility improvements necessary to support Neighborhood 6, provides the status of those public facilities, and is intended to act as a guide to move forward with enabling development of the Project.

1. Power Infrastructure: The Project is in an area that lacks adequate power capacity. To remedy the lack of capacity, a new transmission line needs to be installed from 600 North Street extending south along SR-7, then east along 3000 South, then south along 2400 West to a site of a new substation that will need to be constructed. RG Sand Hollow, LLC has previously agreed to convey land to the City where the substation will be located. For Neighborhood 6 to proceed in the approval process, four items need to occur: (1) the recording of easements for the placement of the new transmission line; (2) the conveyance to the City of the new substation site; (3) construction of, the new transmission line; and (4) construction of the new substation.
    a. Easements: The City Engineer has been working jointly with your engineer, and the City has accepted the majority of the easements across the necessary properties, with the exception of four properties. The City is in productive conversations with two of the remaining property owners on the north end of the line, and we expect that those easements can be acquired without resorting to more aggressive measures. The City has expended significant effort attempting to secure easements along 3000 South on the two other properties, which are controlled by the same owner, including making offers to purchase at fair market value. Those conversations have recently gone stagnant, and City staff intends to approach the City Council regarding the possibility of exercising eminent domain to facilitate your desired development.
    b. Substation site: The area originally proposed for the new substation site is located on a slope, which would require additional area to retain the hillside. The square footage originally required by the City Power Department did not contemplate that a portion would be required for a slope. Coordination with the Power Department on the legal description of the substation needs to occur prior to the execution of a deed of dedication.
    c. Transmission line and substation construction: It is the City's understanding that you are willing to incur the cost to construct the new transmission line and substation. Because these improvements are impact fee eligible, you will

be entitled to reimbursement under Title 9, Chapter 6 of the City Code. The design and construction of these offsite improvements need to be approved and overseen by the Power Department. A reimbursement agreement as described in Title 9, Chapter 6 of the City Code also needs to be drafted and approved by the City Council. To receive preliminary plat approval prior to the construction of these needed offsite improvements, an agreement that addresses the construction of these facilities will have to be reached and entered into with Hurricane City, which agreement may include bonding requirements. The design, approval, agreements, construction, bonding, and acceptance of offsite improvements will require substantial coordination between the applicant and the various City departments. The City does not assess an impact fee for power distribution lines (as opposed to transmission lines), so you will be required, without reimbursement, to construct distribution lines from the substation to where it is needed within Neighborhood 6.

2. Roadway and Emergency Access: Access on 2400 West from Neighborhood 6 to 3000 South is required. Most of the necessary sections of 2400 West have already been acquired by the City, with the exception of one property owner. The City has made several attempts to open a dialogue with that property owner, but has been unsuccessful. City staff intends to approach the City Council regarding the possibility of exercising eminent domain to facilitate your development. A 32' asphalt spine road will be required to provide access to Neighborhood 6. To receive preliminary plat approval prior to the improvement and paving of this offsite improvement, an agreement that addresses these improvements will have to be reached and entered into with Hurricane City, which agreement may include bonding requirements.
3. Water Model and Looping: A current, finished water model needs to be submitted for review and acceptance by the City's water engineer prior to preliminary plat approval. Also, a plan to provide water looping to meet City Standards must be provided. If offsite improvements will be required to meet City Standards for the water system, they will need to be constructed prior to preliminary plat approval, or an agreement that addresses these improvements will have to be reached and entered into with Hurricane City, which agreement may include bonding requirements.
4. Sanitary Sewer Facilities: A new sewer trunkline will need to be constructed up 2400 West and connecting to the new sewer pump station on 2100 West. Coordination with Ash Creek Special Service District will be required for this work.

At this time, City staff is constrained by the City Codes that prohibit development without adequate public facilities. Pursuant to Hurricane City Code (HCC) Section 9-6-3(B), *"A proposed development shall not be approved if demand for a public facility will exceed adopted level of service standards unless public facility improvements, reasonably calculated to raise service levels to adopted level of service standards, will be available to serve the development."* See also HCC Section 10-37-4, which states, *"Land shall be developed only where existing infrastructure is in place or will be timely provided to service proposed development."* Without resolving the issues identified above, City staff cannot make a positive recommendation to the Planning Commission on the proposed Neighborhood 6 preliminary plat.

We hope that this summary helps clarify the current situation related to additional public facilities necessary to support Neighborhood 6. We look forward to continuing to work with you, and we welcome continued communication and coordination as we work to extend additional public facilities to the remote area where you have located your Project.

Sincerely,

Gary Cupp

Gary Cupp
Planning Director
(435) 635-2811 ex. 118
gary@hurricane.utah.gov

SNELL
& WILMER

Wade R. Budge, P.C.
O 801.257.1906 | F 801.257.1800
wbudge@swlaw.com

August 27, 2025

VIA E-MAIL: DAYTON@HURRICANE.UTAH.GOV AND
CERTIFIED MAIL

Dayton Hall
City Attorney
Hurricane City
147 N 870 W
Hurricane, UT 84737

Re: Request for Final Action - Preliminary Plat Application, PP23-26 for Sand Hollow Mesa Neighborhood 6

Dear Dayton,

I write on behalf of two of this firm's client's RG Sand Hollow, LLC, and Western States Ventures, LLC ("WSV"). Specifically, we write to request that the city move forward with WSV's Preliminary Plat Application, PP23-26 for Sand Hollow Mesa Neighborhood 6 ("Pending Application"), which application was first submitted in 2023.

This letter is Applicant's request under Utah Code § 10-9a-509.5(2), for a final action on the Pending Application by the Hurricane City Planning Commission, as the land use authority, within forty-five (45) days from the date of this letter.

We are looking forward to working together towards the city's final action on the Pending Application. Please advise when would be a good time to get together to review any remaining items that are needed in advance of approving of the Pending Application.

Very truly yours,

SNELL & WILMER

Wade R. Budge, P.C.

WRB

cc: client

40

DOC # 20210038122
Agreement Page 1 of 40
Gary Christensen Washington County Recorder
05/28/2021 01:14:57 PM Fee $ 0.00
By HURRICANE CITY

When Recorded Return to:
Hurricane City
147 N 870 West
Hurricane, UT 84737

DEVELOPMENT AGREEMENT
FOR
SAND HOLLOW MESA PROJECT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the 29th day of April, 2021 (the "Effective Date"), by and between the CITY OF HURRICANE, a Utah municipal corporation, hereinafter referred to as "City," and RG SAND HOLLOW, LLC, a Utah limited liability company, hereinafter referred to as "Developer." The City and Developer are hereinafter sometimes referred to individually as a "Party and collectively referred to as "Parties."

RECITALS

A. Developer is developing that certain real property located within the City of Hurricane, comprising approximately 1,092 acres of land more particularly described on "Exhibit A", attached hereto and incorporated herein by reference (the "Property").

B. The Property is owned by TOQUERVILLE ENTERPRISES, LLC, ("TE") a Nevada limited liability company, and WESTERN STATES VENTURES, LLC, a Utah limited liability company ("WSV"). TE and WSV are hereinafter collectively referred to as the "Owners."

C. By executing the consents and acknowledgements below, Owners agree that the Property shall receive the entitlements and be subject to the rights, benefits, and obligations set forth in this Agreement.

D. The Property is currently included within and subject to the City in the "R-10 Residential" zone (the "Underlying Zone").

E. Developer has applied to the City for a rezone of the Property to establish a project known as the Sand Hollow Mesa Project (the "Project"), which would cause the Property to be included in the Planned Development Overlay ("PDO") zone. The Project is currently planned for development in multiple phases and shall include residential, commercial, and recreational uses as allowed in the PDO zone. The general layout and design of the Project is depicted in the Master Plan [defined below], a copy of which is attached as Exhibit B. The general uses contemplated by the Project are set forth in the Concept Program [defined below], a copy of which is attached as Exhibit C.

F. Pursuant to Hurricane City Code Sections 10-7-7 and 10-7-10, Developer has submitted, and the City has reviewed, the application package, including this Agreement and the Master Plan.

G. Developer is willing to design and construct the Project in a manner that is in harmony with and intended to promote the long-range policies, goals, and objectives of the City's general plan and zoning and development regulations under the terms of this Agreement as more fully set forth below.

H. In connection with approving the PDO rezone, the City Council and Developer have agreed to enter into this Agreement to memorialize the entitlements, obligations, benefits and

agreements made to apply to the Property through approval of the PDO rezone. A copy of this Agreement shall be recorded in the public record on title of the Property in the office of the Washington County Recorder.

I. The City Council further authorizes the Mayor of the City to execute and deliver this Agreement on behalf of the City.

J. The City has the authority to enter into this Agreement pursuant to Utah Code Ann. § 10-9a-102(2) and the City Code [defined below], and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with the City Code.

K. This Agreement is generally consistent and in conformity with the City's general plan and City Code. The development of the Project and any permits issued by the City shall be pursuant to this Agreement and the City Code.

L. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

M. Owners consent to this Agreement solely for the purpose of subjecting the Property to the agreements, approvals, and responsibilities set forth in this Agreement. The Owners shall not be liable for any of Developer's obligation as set forth in this Agreement, unless Developer assigns its rights to this Agreement to the Owners pursuant to Section 14 of this Agreement.

N. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to, the terms of Utah Code Ann. §10-9a-102.

O. The Parties intend to be bound by the terms of this Agreement as set forth herein.

AGREEMENT

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

1. Definitions. Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized has the meaning given to it by this Agreement. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including the Exhibits.

a. "Agreement" means this Agreement including all of its exhibits.

b. "Amenities" means amenities (both public and private) that will be more specifically set forth on site plans for each Neighborhood.

c. "Applicable Law" has the meaning set forth in Subsection 12(j) below.

d. "Approval Documents" has the meaning set forth in Section 4 below.

e. "Concept Program" means the document which is attached as Exhibit C.

f. "City" means the City of Hurricane, and includes, unless otherwise provided, any and all of the City's agencies, departments, officials, employees or agents.

g. "City Code" means the Hurricane City Code in effect on January 15, 2021.

h. "Dwelling Unit" or "DU" means a structure or portion thereof designed and capable of daily residential occupancy. A Dwelling Unit must contain at least a kitchen, a bathroom and one or more bedrooms.

i. "Effective Date" has the meaning set forth in the Preamble.

j. "Future Law" means the laws, ordinances, policies, standards, guidelines, directives, procedures and processing fee schedules of the City which may be in effect in the future at any time when a Land Use Application is submitted and which may or may not apply to such Land Use Application based upon the terms of this Agreement.

k. "Land Use Application" means an application required by Chapter 10 of the City Code.

l. "Master Plan" means the concept master plan for the Project, a copy of which is attached as Exhibit B.

m. "Maximum Density" means the three thousand six-hundred sixty-seven (3,667) Dwelling Units Developer may construct as part of the Project.

n. "Neighborhood" means an area within the Project that may be developed, into one or more separate residential or commercial subdivision phases as generally shown in the Master Plan or as may be designated in future revisions of the Master Plan.

o. "Non-Residential Development" means development projects that are not Dwelling Units and include, but are not limited to, RV parks, commercial space, retail space, lodging spaces, Private Amenity(ies), and Public Amenity(ies).

p. Off Highway Vehicle ("OHV") has the meaning set forth in Section 7-1-8(A) of the City Code.

q. "Offsite Improvements" has the meaning set forth in Subsection 7(a)(v).

r. "Onsite Improvements" has the meaning set forth in Subsection 7(a)(v). below.

s. "Open Space" means areas within the Project that include natural areas, recreation and activity areas (including both active and passive areas), parks, pavilions,

Amenities, trails, and other areas not dedicated as roads and not included within lots for private ownership.

t. "Private Amenity(ies)" means any Amenity owned or managed by a private entity and is not a Public Amenity.

u. "Project Design Code" means the design standards or guidelines for the Project that Developer will adopt and implement. In case of conflict between the Project Design Code and City Code, the Project Design Code shall take precedence–subject to the City's standards for health and safety.

v. "Public Amenity(ies)" has the meaning set forth in Subsection 7(a)(iii) below.

w. "Road Improvements" has the meaning set forth in Subsection 7(iv) below.

x. "Master Street Plan" means the street plan and road construction approved street concepts for the Project, a copy of which is attached hereto as Exhibit D.

y. "Sub-Developer" means any party designated by Developer to develop all or part of one or more of the Neighborhoods pursuant to the terms of this Agreement.

z. "System Improvements" has the meaning set forth in Utah Code Ann. § 11-36a-102(21).

aa. "Term" has the meaning set forth in Subsection 13(n) below.

2. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

3. Zoning. The Property shall be developed in accordance with (i) the requirements of the Underlying Zone and the PDO Zone, (ii) the Master Plan, and (iii) this Agreement. Developer shall develop the Property in a manner that is consistent with the uses described on the Master Plan and that does not exceed the Maximum Density set forth in this Agreement. The Parties agree that the Master Plan and this Agreement comply with City Code, including the Underlying Zone and the PDO Zone.

4. Governing Standards. This Agreement and PDO Zone establish the development rights for the Project, including the approved uses, Maximum Density, and general configuration for the Project. All Developer submittals shall be consistent with this Agreement and the Master Plan, unless minor deviations are approved by planning staff in accordance with this Agreement. The term "minor deviations" shall mean the adjustment of any Neighborhood as depicted on the Master Plan to accommodate surface conditions, approved uses, or engineering requirements; adjustments of uses among and within neighborhoods so long as the overall development intensity approved by the Master Plan is not increased and a minimum of 25% of DUs remain detached single family homes; or other changes allowed by Applicable Law. No deviation or change shall allow the Project to exceed the Maximum Density. Changes to the development of the Project that

are not minor deviations may require an amendment to this Agreement in accordance with Section 18.

5. Vested Rights and Reserved Legislative Powers.

a. Vested Rights. As of the Effective Date, Developer has the vested right to proceed with the development of the Property in accordance with this Agreement, including the Master Plan. This Agreement memorializes Developer's rights to develop the Project in fulfillment of this Agreement and Applicable Law. Specifically, Developer is vested with the right to: (i) to develop and construct the Project in accordance with Applicable Law; (ii) develop Dwelling Units up to the Maximum Density; (iii) operate units as short-term rentals in accordance with Section 3-10-11 of the City Code, which shall be considered part of the "Applicable Law", as defined below; (iv) develop Non-Residential Development as allowed by Applicable Law; (v) connect to existing public roads and infrastructure as depicted on the Master Plan; and (vi) connect to existing public infrastructure, upon the payment of generally applicable fees. The Parties intend that the rights granted to Developer under this Agreement are the contractual rights and also those rights that exist under the Applicable Law. The Parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann., §10-9a-509.

b. Applicable Law. The City's Future Laws with respect to the development or use of the Property shall not apply except as follows:

i. Developer Agreement. Future Laws that Developer agrees in writing to the application thereof to the Project;

ii. Compliance with State and Federal Laws. Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project and do not effect a taking of the right to develop the uses in the densities described in this Agreement;

iii. Safety Code Updates. Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare, and that do not require the revision or reconfiguration of the road areas depicted on the Master Plan;

iv. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.

v. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within

the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

vi. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.

c. Reserved Legislative Powers. The Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation of the police powers, such legislation shall not modify the Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 10-9a-509 of the Municipal Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law. Notwithstanding the foregoing, the City reserves the right to enact an ordinance in accordance with Utah Code Ann. § 10-9a-504 establishing a temporary land use regulation for any part or all of the area within the municipality, including area within the Project, which prohibits or regulates the erection, construction, reconstruction, or alteration of any building or structure or any subdivision approval if the City Council makes a finding of compelling countervailing public interest in accordance with Utah and federal law after notice to Developer and an opportunity to be heard. Furthermore, the Parties agree that the City shall have the right to impose a water exaction for additional building in accordance with Utah Code Ann. § 10-9a-508.

6. Development Applications. The Concept Program constitutes and operates as a preliminary site plan for commercial uses within the Project. Final site plans for all Non-Residential Development shall be reviewed and approved by the planning commission acting as the land use authority. Preliminary subdivision plats for residential uses shall be reviewed and approved by the city council, with planning staff acting as the land use authority for any such final subdivision plat approval, consistent with Applicable Law. The Concept Program and Master Plan may be updated administratively by the City's staff without approval by the city council or planning commission so long as the changes constitutes a minor deviation as defined in Section 4 or is otherwise allowed by Applicable Law. All development applications shall be processed in accordance with Applicable Law.

7. Specific Obligations. As an integral part of the consideration for this Agreement, the Parties agrees as follows:

a. Developer Obligations: Developer agrees to do the following with respect to the Project:

i. Phased Development. The Project consists of a number of Neighborhoods as depicted in the Master Plan. Developer may further divide the Neighborhoods into sub-neighborhoods. Developer may construct individual portions of Neighborhoods itself or Developer may convey Neighborhoods or sub-

neighborhoods to Sub-Developers. Sub-Developers shall be bound by and shall cause its employees and agents to act in accordance with the terms of this Agreement.

ii. Project Code. Developer shall adopt and record a covenant regarding a detailed Project Design Code which governs the design standards Project. Developer shall provide a copy of the Project Design Code to the City. The Project Design Code may be administered by an owner's association or associations established for the Project.

iii. Construction of Open Space and Amenities. The Project will contain certain Amenities that will be more specifically set forth on the subdivision plats and site plans for each Neighborhood. Developer shall designate on a site plan or final subdivision plat which Amenities will be designated Public Amenities. Developer shall cause the Amenities to be constructed concurrently with each Neighborhood wherein the Amenities are located (or with which they are associated). If Developer provides the City with a form of financial assurance, pursuant to Section 10-39-13 of the City Code, guaranteeing the completion of the Amenities, then Developer shall not be required to commence the installation of the Amenities, or portions of the Amenities, before building permits are issued for construction on residential lots adjoining the Amenities. Upon completion of the Public Amenities, Developer and the Owners shall dedicate Public Amenities to the City, or other public entity agreed to by the Parties. The public use for Public Amenities shall be governed by the public entity owning such amenity. Any Amenities that will be dedicated to the public shall be defined herein as a "Public Amenity". The general public shall have no access to Amenities not identified as a Public Amenity. Subject to the provisions of Section 4, including adjustments in location and programming, Developer shall develop the Open Space areas of the Project according to the Master Plan.

iv. Road Improvements. The improvements described in this Subsection 7(a)(iv) are known as the "Road Improvements." Access and connecting roads shall provide for safe and efficient circulation within, and adequate entrances and exits for the Project, as described in the Master Plan. Developer shall design, construct or improve and, together with the Owners and subject to the easements described in Subsection 7(b)(iii) below, dedicate all needed road sections in the Master Street Plan that connect the Project to the City's existing roadways. Developer shall design, construct and, together with the Owners, dedicate all other roads (including collector or arterial roads) within the Project. All Road Improvements within the Project shall be constructed according to the City's Roadway Construction Standards or the approved Master Street Plan for the Project. The Master Street Plan may be updated or revised through approval of subdivision plats or site plans pursuant to this Agreement and Applicable Law. Developer shall conduct a transportation study for the Project. The City may require additional Road Improvements to meet the City's traffic safety standards. All access and connecting roads shall be completed in accordance with the approved plans and existing specifications submitted in connection with one or more

subdivision plats or site plans for the various phases of the Project. The road cross-sections, widths and design details described in Exhibit D are approved for the Project, notwithstanding the existence or adjustment of other road standards that may apply elsewhere in the City. With the recording of subdivision plats or other road dedication plats Developer may reserve easements within the roads with the following statement within the owners' dedication: "*. . . the foregoing dedication is subject to a reservation by the undersigned of an easement for the use of the public roads for off highway vehicles ("OHVs"), subject to all rules and regulations of the city with the exception of any rule or regulation or law that would otherwise prohibit the use of such public roads for OHVs.. The foregoing reserved easement may be conveyed by the undersigned to an owners' association.*"

v. Onsite and Offsite Improvements. Developer shall be responsible for constructing and installing the culinary water and sewer service distribution lines within the Project that are necessary to connect to existing public infrastructure (the "Onsite Improvements"). The Parties acknowledge that the existing public infrastructure will require the construction of certain offsite improvements (the "Offsite Improvements"). Developer may construct any Offsite Improvements necessary for the Project, within rights of ways and other areas designated by or obtained by City for the Offsite Improvements, and Developer shall dedicate the Offsite Improvements to the City.

vi. Upsizing Improvements. The City shall reimburse Developer, according to Title 9, Chapter 6 of the City Code, for the actual development, design, construction, installation, and related costs of System Improvements not attributable to the Project. Developer is not obligated to install any System Improvements without first obtaining an agreement on the timing of reimbursement.

vii. Electrical Distribution System. The Project will be serviced by the Hurricane City Power Department (the "Power Department"). Developer shall cause to be conveyed to the Power Department approximately 1.146 acres of land more particularly described on "Exhibit E" (the "Substation Property"). In exchange for the Substation Property, the City agrees to cause the Power Department to construct a substation to service the Project upon the Substation Property.

viii. Construction Standards and Requirements. All construction on the Property, the Onsite Improvements, and the Offsite Improvements shall be constructed and completed in accordance with Applicable Law and this Agreement, including, but not limited to setback requirements, building height requirements, lot coverage requirements and all off-street parking requirements.

b. Obligations of City.

i. General Obligations. The Parties acknowledge and agree that the Developer's agreement to perform and abide by the covenants and obligations of

the Developer set forth herein is material consideration for the City's agreement to perform and abide by the covenants and obligations of the City set forth herein.

ii. Conditions of Approval. The City shall not impose any further conditions on the Project other than those detailed in this Agreement, unless agreed to in writing by the Parties. The Developer shall remain bound by Applicable Law unless specifically agreed to otherwise herein.

iii. Acceptance of Improvements. The City shall accept all Onsite Improvements, Offsite Improvements, and Public Amenities intended for the City and constructed by the Developer, or the Developer's contractors, subcontractors, agents or employees. The City shall accept all dedicated Road Improvements subject to certain easements permitting the use of OHV's as described in Section 7(a)(iv) above. Prior to the construction of any road, utility, or public improvements within the Project, the City shall review and require adjustments or changes to meet the requirements of this Agreement. The City shall cooperate and allow Developer to construct the Offsite Improvements. The City shall accept Developer's dedication of the Offsite Improvements only if: (i) the improvements have been installed or inspected by the City or its representative; and (ii) Developer has warranted the improvement according to Section 10-39-14 of the City Code. The City shall reserve the capacity of the Offsite Improvements for the Project.

8. Conditions Precedent. The Parties enter this Agreement in anticipation of the satisfaction of certain conditions precedent, which if not satisfied, will frustrate the purposes of this Agreement. Accordingly, if the Conditions [defined below] are not satisfied or otherwise waived by the Parties, this Agreement shall be rendered null and void upon written notice delivered no later than seven (7) days after the approval of this Agreement and upon delivery of such written notice none of the Parties shall have any further obligation to the other arising out of this Agreement. The Parties recognize that the Conditions will be satisfied contemporaneously with or prior to the execution of this Agreement, but such Conditions have been identified herein for purposes of setting forth the intent of the Parties. For purposes of this Agreement, the following shall constitute the "Conditions," to be approved in the following order:

a. The final approval and acceptance of this Agreement including the Master Plan, by the City Council; and

b. The enactment of an ordinance effecting the rezone of the Property to be included in the PDO zone in a manner that allows this Project.

9. Default and Remedies. An "Event of Default" shall occur under this Agreement if any Party fails to perform its obligations hereunder when due and the defaulting Party has not cured the delinquent obligations within sixty (60) days following delivery to the delinquent Party of written notice of such delinquency. Such notice shall specify the nature of the alleged Event of Default and the manner in which such Event of Default may be satisfactorily cured, if possible. Notwithstanding the foregoing, if the default cannot reasonably be cured or if there is some reasonable basis for delay within that 60-day period, a Party shall not be in default so long as that Party commences to cure the default within that 60-day period and diligently continues such cure

in good faith until complete. If the Event of Default is cured, then no default shall exist, and the noticing Party shall take no further action.

a. In the event of an uncured Event of Default, the non-defaulting Party shall, in addition to any other remedy allowed by law, be entitled to the court's imposition of specific performance and /or injunctive relief, but not monetary damages. All rights and remedies under this Agreement, and /or statute or common law shall be deemed cumulative and the selection of one of the rights or remedies shall not be deemed a waiver of any other right or remedy.

b. If City elects to consider terminating this Agreement due to an uncured Event of Default by Developer, then City shall give to Developer written notice of City's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by City's legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If City's legislative body determines that a material uncured Default has occurred and is continuing, City may thereafter pursue the remedy of termination through an appropriate judicial proceeding.

10. Specific Acts of Default. The Parties hereto agree that any of the following occurrences, acts or failure to act shall constitute an Event of Default by Developer, if not timely cured by Developer, for which the City may elect to terminate the Agreement in accordance with Section 10 above: (a) the filing of a petition in bankruptcy by Developer, (b) foreclosure on any portion of the Property which has the effect of creating an unapproved subdivision under Utah law, or (c) Developer's failure, without good cause as determined in good faith by City, for a period of five (5) years to commence construction of improvements in any new development phase or new Neighborhood. Upon such termination, all approvals or development rights not developed or improved and that are otherwise granted hereunder to Developer shall lapse and all obligations of the City hereunder shall cease.

11. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below:

To the Developer:	RG Sand Hollow, LLC 2265 E. Murray Holladay Rd. Holladay, UT 84117 Attn: Anthon Stauffer
With a copy to:	Snell & Wilmer L.L.P. 15 West South Temple, Suite 1200 Salt Lake City, UT 84101 Attention: Wade Budge

To the City:	City of Hurricane Attention: City Recorder 68 S. 700 W. Hurricane, UT 84737
With a copy to:	City of Hurricane Attention: City Attorney 68 S. 700 W. Hurricane, UT 84737
To the Owner:	Toquerville Enterprises, LLC Attention: Vyonne S. Mendenhall 700 Porto Mio Way Las Vegas, NV, 89138

12. General Term and Conditions.

a. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

b. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a "successor" includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party's submission of land use applications to the City relating to the Property or the Project.

c. Non-Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the City, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

d. Referendum or Challenge. Both Parties understand that any legislative action by the city council is subject to referral or challenge by individuals or groups of citizens, including approval of development agreements and a rezone of the Property. If a referendum or challenge relates to the city council's approval of this Agreement or the rezoning, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code Ann. § 20A-7-601, then Developer may deliver a notice of rescission to the City to terminate this Agreement. Upon Developer's delivery of a notice of rescission pursuant to this Subsection 12(d), this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Agreement.

e. Third Party Rights. The Parties to this Agreement are the Developer and City. The Owners are intended third party beneficiaries, and this Agreement shall run with the land as described in Subsection 12(h) below. There are no other intended third- party beneficiaries of this Agreement. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements.

f. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

g. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the City and the Developer.

h. Agreement to Run With the Land. This Agreement shall be recorded against the Project. The agreements, benefits, burdens, rights and responsibilities contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Project, or portion thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership. Nothing in this Agreement shall apply to residents or property owners who purchase developed lots or units within the Project, it being the intent of this Agreement that it governs the development of the Project, not the use by subsequent owners or residents.

i. Performance. Each Party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other Party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy or other approvals associated therewith.

j. Applicable Law. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the rules, regulations, official policies, standards and specifications applicable to the development of the Project (the "Applicable Law"), including the applicable City Code, resolutions, state law, and federal law, which shall be those in effect as of the Effective Date.

k. Construction. This Agreement has been reviewed and revised by legal counsel for both the City and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

l. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any Party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld,

conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the City shall be given or withheld by the City in compliance with this Agreement and the City Code.

m. Approval and Authority to Execute. Each of the Parties represents and warrants that, as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

n. Termination.

i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the Parties hereto that in the event a final plat for a portion of the Property has not been recorded in the Office of the Washington County Recorder within five (5) years from the date of this Agreement (the "Term"), or upon the occurrence of an event of default of this Agreement that is not cured, the City shall have the right, but not the obligation, at the sole discretion of the City Council, to terminate this Agreement as to the defaulting party (*i.e.*, the Developer). The Term shall be automatically extended for successive five (5) year periods unless during the Term a final plat is not recorded or during the term the last subdivision plat or site plan for the Property is recorded. Upon termination because a termination as allowed by law, a termination for failure of plat recording during any five year term or upon buildout, a notice of termination of this Agreement may be recorded with the Washington County Recorder by either Party hereto.

ii. Upon termination of this Agreement for the reasons set forth in the Agreement, following the notice and process that the Agreement requires, the obligations of the City and the defaulting party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

13. Assignability. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer without the consent of the City where such assignment is to an entity controlled or owned by Developer, consistent with Subsection 13(d). All other assignments shall require the consent of the City as provided herein.

a. Notice. Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section 13. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

b. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from

any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

c. Grounds for Denying Assignment. The City may only withhold its consent if the City is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.

d. Related Entities. Developer may assign or transfer its rights and obligations under this Agreement to Developer's affiliates, subsidiaries, or related entities without the City's consent. Any of Developer's successor-in-interest shall be bound by the Agreement.

e. Assignee Bound by this Agreement. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

14. Sale or Conveyance. If the Owners sell or convey all or part of the Property, the Property so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, and density as applicable to the Property and be subject to the same limitations and rights of the City as set forth in this Agreement without any required approval, review, or consent by the City except as may apply to the assignment of development rights under this Agreement as described in Section 13 above.

15. No Waiver. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the Party intended to be benefited by the provisions, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

16. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

17. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; pandemics; fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

18. Amendment. This Agreement may be amended only in writing signed by the Parties hereto. This Agreement may be amended without obtaining the signature of subsequent owners of the Property, including lot owners, residents or developed property owners.

[*Signatures and acknowledgments follow on the next page*]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

CITY:

CITY OF HURRICANE

ATTEST:

By: _____

City Recorder

By: _____

Mayor

DEVELOPER:

RG SAND HOLLOW, LLC, a Utah limited liability company

By Josh Romney

Its: Manager

Name: _____

STATE OF UTAH)
:ss
COUNTY OF WASHINGTON)

On the 29th day of April, 2021, personally appeared before me Joshua Romney, who being by me duly sworn, did say that said person is the Manager of RG Sand Hollow LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

NOTARY PUBLIC
Brienna Spencer
714562
COMMISSION EXPIRES
October 7, 2024
State of Utah

_____
Notary Public

[*Signatures and acknowledgments continue on next page*]

OWNER'S CONSENT:

The following owners' consent to the Master Developer executing the foregoing Agreement, and subjecting the Property to the Project, approvals, obligations and benefits described herein.

TOQUERVILLE ENTERPRISES, LLC,
a Nevada limited liability company:

By Jerald Spilsbury
Its: manager
Name: Jerald Spilsbury

STATE OF UTAH)
:ss
COUNTY OF WASHINGTON)

On the 29th day of April, 2021, personally appeared before me Jerald Spilsbury, who being by me duly sworn, did say that said person is the manager of Toquerville Enterprises LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

NOTARY PUBLIC
Brienna Spencer
714562
COMMISSION EXPIRES
October 7, 2024
State of Utah

Notary Public

WESTERN STATES VENTURES, LLC, a Utah limited liability company:

By
Its: manager
Name: Josh Romney

STATE OF UTAH)
:ss
COUNTY OF WASHINGTON)

On the 29th day of April, 2021, personally appeared before me Joshua Romney, who being by me duly sworn, did say that said person is the Manager of Western States Ventures LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

NOTARY PUBLIC
Brienna Spencer
714562
COMMISSION EXPIRES
October 7, 2024
State of Utah

Notary Public

EXHIBIT A

Legal Description of Property:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, BEING THE COMMON CORNER OF SECTIONS 29, 30, 31 & 32; THENCE S00°54'56"W, ALONG THE EAST SECTION LINE OF SECTION 31, 1312.19 FEET TO THE 1/16 CORNER OF SAID SECTION 31; THENCE N88°57'41"W, ALONG THE 1/16TH LINE, 1322.27 FEET TO THE NORTH-SOUTH 1/16TH LINE; THENCE N00°57'56"E, ALONG THE 1/16TH/ LINE, 1313.59 FEET TO THE 1/16TH CORNER ON THE SOUTH SECTION LINE OF SECTION 30; THENCE N88°53'33"W, ALONG THE SOUTH SECTION LINE, 1321.14 FEET TO THE SOUTH 1/4 CORNER OF SECTION 30; THENCE N00°59'47"E, ALONG THE 1/4 SECTION LINE, 2636.98 FEET TO THE CENTER QUARTER CORNER OF SECTION 30; THENCE S88°55'00"E. ALONG THE 1/4 SECTION LINE, 1321.47 FEET TO THE 1/16TH CORNER; THENCE N00°58'28"E, ALONG THE NORTH-SOUTH 1/16TH LINE, 2640.21 FEET TO THE 1/16TH CORNER ON THE SOUTH SECTION LINE OF SECTION 19; THENCE N01°01'32"E, ALONG THE NORTH-SOUTH 1/16TH LINE, 2637.48 FEET TO THE 1/16TH CORNER IN SECTION 19; THENCE S88°58'31"E, ALONG THE 1/4 SECTION LINE, 329.89 FEET; THENCE N01°01'40"E 329.70 FEET; THENCE N88°58'43"W 329.86 FEET TO THE NORTH-SOUTH 1/16TH LINE; THENCE N01°01'53"E, ALONG THE 1/16TH LINE, 989.05 FEET TO THE 1/16TH CORNER; THENCE S88°59'18"E, ALONG THE EAST-WEST 1/16TH LINE, 659.61 FEET; THENCE N01°01'27"E 659.45 FEET; THENCE N88°59'42"W 989.29 FEET; THENCE S01°02'06"W 659.33 FEET TO THE EAST-WEST 1/16TH LINE; THENCE N88°59'18"W, ALONG THE 1/16TH LINE, 989.41 FEET TO THE 1/4 SECTION LINE; THENCE N01°02'44"E, ALONG THE 1/4 SECTION LINE, 1318.43 FEET TO THE NORTH QUARTER CORNER OF SECTION 19; THENCE S89°00'06"E, ALONG THE NORTH SECTION LINE OF SECTION 19, 2637.77 FEET TO THE COMMON CORNER OF SECTION 17, 18, 19, 20 (NORTHEAST CORNER OF SECTION 19); THENCE S88°57'52"E, ALONG THE NORTH SECTION LINE OF SECTION 20, 1316.43 FEET TO THE 1/16TH CORNER; THENCE S01°01'06"W, ALONG THE 1/16TH LINE, 2639.62 FEET; THENCE S01°00'58"W, ALONG THE 1/16TH LINE, 1319.92 FEET TO THE 1/16TH CORNER; THENCE S88°51'19"E, ALONG THE 1/16TH LINE, 1316.11 FEET TO THE 1/4 SECTION LINE OF SECTION 20; THENCE S01°01'38"W, ALONG THE 1/4 SECTION LINE, 1320.77 FEET TO THE SOUTH 1/4 CORNER OF SECTION 20, ALSO THE NORTH 1/4 CORNER OF SECTION 29; THENCE S00°55'44"W, ALONG THE 1/4 SECTION LINE IN SECTION 29, 1318.21 FEET TO THE 1/16TH CORNER; THENCE S88°52'39"E, ALONG THE 1/16TH LINE, 2638.18 FEET TO THE EAST SECTION LINE; THENCE S00°39'45"W, ALONG THE EAST SECTION LINE, 1315.42 FEET TO THE EAST 1/4 CORNER; THENCE N88°55'38"W, ALONG THE 1/4 SECTION LINE, 2644.29 FEET TO THE NORTH-SOUTH 1/16TH LINE; THENCE S0°55'44"W, ALONG THE 1/16TH LINE, 1318.48 FEET TO THE WEST-EAST 1/16TH LINE; THENCE N88°55'47"W, ALONG THE 1/16TH LINE, 1317.36 FEET TO THE NORTH-SOUTH 1/16TH LINE; THENCE S0°58'12"W, ALONG SAID 1/16TH LINE, 1318.53 FEET TO THE SOUTH SECTION LINE OF SECTION 29, THENCE N88°56'37"W, ALONG THE SOUTH SECTION LINE, 1318.30 FEET TO THE POINT OF BEGINNING. AREA IS 1,020.45 ACRES.

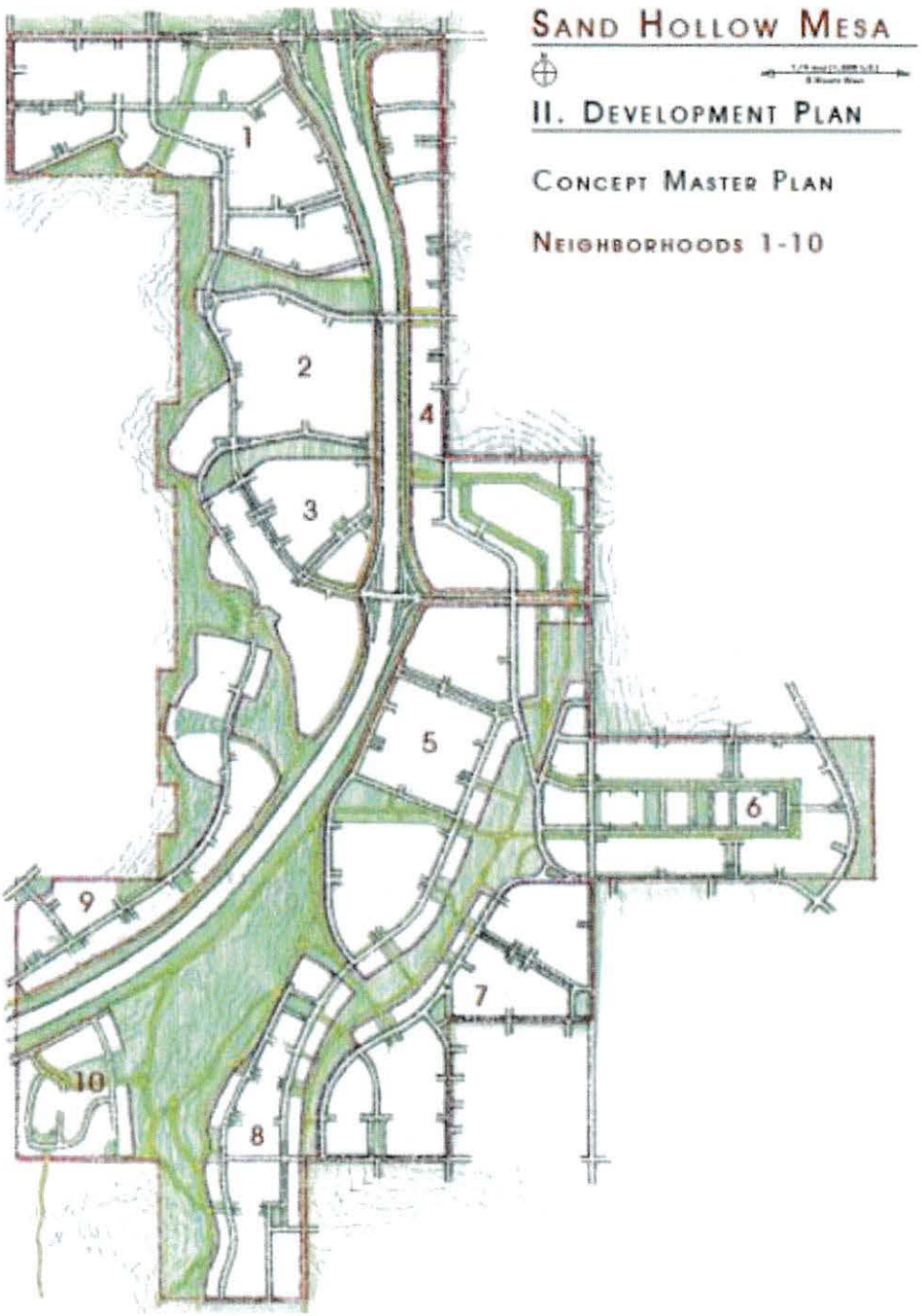
LESS 91.24 ACRES FOR THE SR-7 HIGHWAY AND LESS 5.63 ACRES FOR COPPER ROCK PARKWAY AND 2100 WEST ROAD.

CONTAINING 923.58 ACRES.

Parcel Numbers:

H-3399-A, H-3399-B, H-3399-C, H-3399-D, H-3399-I, H-3409-H, H-3409-I, H-3409-J, H-3410-F, H-3410-G, H-3410-H, H-3410-I, H-3410-J, H-3400-A, H-3400-B, H-3400-D, H-3400-E, H-3400-F, H-3400-G, H-3400-H, H-3400-I, H-3400-J, H-3400-K, H-3400-L, H-3400-M, H-3400-P, H-3421, H-3421-C, H-3421-D, H-3421-E, H-3421-F, H-3421-G, H-3421-H, H-3421-I, H-3421-J, H-3421-L, H-3421-K, H-3422, H-3422-B.

EXHIBIT B
Master Plan



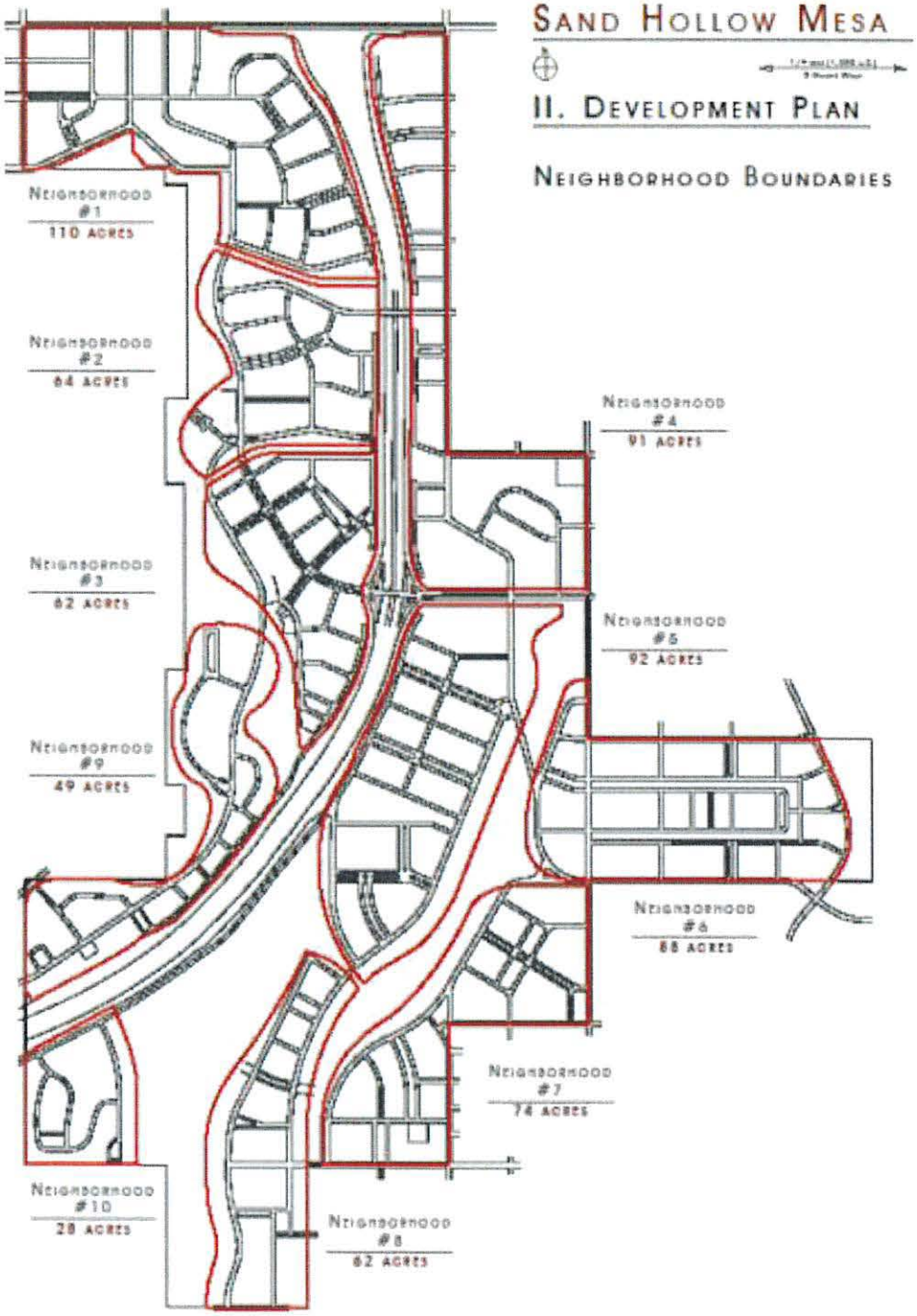

SAND HOLLOW MESA
II. DEVELOPMENT PLAN
NEIGHBORHOOD BOUNDARIES
NEIGHBORHOOD #1
110 ACRES
NEIGHBORHOOD #2
84 ACRES
NEIGHBORHOOD #3
82 ACRES
NEIGHBORHOOD #4
91 ACRES
NEIGHBORHOOD #5
92 ACRES
NEIGHBORHOOD #6
88 ACRES
NEIGHBORHOOD #7
74 ACRES
NEIGHBORHOOD #8
62 ACRES
NEIGHBORHOOD #9
49 ACRES
NEIGHBORHOOD #10
28 ACRES

EXHIBIT C
Concept Program

SAND HOLLOW MESA — ILLUSTRATIVE PROGRAM

SUMMARY 2.14.21

(FOR GENERAL DESCRIPTIVE PURPOSES ONLY)

Neighborhood	MIXED USE	RESIDENTIAL							COMMERCIAL	
		MULTIFAMILY	TOWNHOUSE	DETACHED / SINGLE FAMILY					LODGING	RV
	(Flats)	(Stacked)	(Attached)	(Sideyard) 4,000 SF	(Small Lot) 6,000 sf	(Moderate Lot) 10,000 SF	(Large Lot) 20,000 SF	(Estate Lot) 40,000 SF		
1 110 ac.	79	264	163	73	55	27	5	0	130	0
2 84 ac.	35	177	97	24	29	11	0	0	104	0
3 62 ac.	50	189	90	20	21	15	3	0	104	0
4 91 ac.	46	121	76	17	29	19	5	0	77	441
5 92 ac.	68	178	90	15	50	32	9	5	72	0
6 88 ac.	34	148	66	32	44	22	5	2	66	270
7 74 ac.	29	134	91	50	69	28	5	0	22	0
8 62 ac.	32	149	73	22	32	18	5	2	114	0
9 49 ac.	26	104	54	32	29	18	5	1	0	0
10 28 ac.	23	22	20	8	26	13	2	0	18	0
				DETACHED / SINGLE FAMILY						
Sub-Totals	422	1,487	820	294	383	202	42	9	707	711
% of Total	12%	41%	22%	8%	10%	6%	1%	0%		
Total Dwellings								3,660		
Total (by Type)			2,730					930		
% of Total			75%					25%	DETACHED / SINGLE FAMILY	

SAND HOLLOW MESA — ILLUSTRATIVE PROGRAM

2.14.21 — (FOR GENERAL DESCRIPTIVE PURPOSES ONLY)

1,022 ACRES

						COMMERCIAL		LODGING	RESIDENCES
NEIGHBORHOOD 1							TOTAL DEVELOPED AREA		110.0 AC.
PUBLIC LAND	43.5 AC				F.A.R.	S. F.	DU / AC	Units	D.U.
STREETS	23% OF TOTAL AREA		25.3 AC						
PUBLIC SPACES			16.0 AC	Recorded area		16.0 AC			
PUBLIC BUILDINGS			2.2 AC						
PRIVATE LAND	65.6 AC								
COMMERCIAL	BUSINESS / RETAIL		0.7 AC		0.25	7,623 SF	0.0		
	LODGING	alloc. 1,500 SF	5.0 AC				26.0	130 Sites	
	RV		0.0 AC				18.0	0 Lots	
MIXED USE			6.6 AC		0.20	57,499 SF	12.0		79 DU
RESIDENTIAL	STACKED	alloc. 2,000 SF	12.0 AC				22.0		264 DU
(averaged density)	ATTACHED	3,000 SF	13.6 AC				12.0		163 DU
	SIDEYARD	4,000 SF	8.1 AC				9.0		73 DU
	SMALL LOT	6,000 SF	9.2 AC				6.0		55 DU
	MODERATE LOT	10,000 SF	7.5 AC				3.6		27 DU
	LARGE LOT	20,000 SF	2.9 AC				1.8		5 DU
	ESTATE	40,000 SF	0.0 AC				1.0		0 DU
	ACCESSORY							35 Units	
NEIGHBORHOOD TOTALS				(COMM. NET 90%)		58,610 SF		165 Units	667 DU
NEIGHBORHOOD 2							TOTAL DEVELOPED AREA		64.0 AC.
PUBLIC LAND	29.9 AC				F.A.R.	S. F.	DU / AC	Units	D.U.
STREETS	23% OF TOTAL AREA		14.7 AC						
PUBLIC SPACES			14.0 AC	Recorded area		14.0 AC			
PUBLIC BUILDINGS			1.2 AC						
PRIVATE LAND	34.0 AC								
COMMERCIAL	BUSINESS / RETAIL		0.5 AC		0.25	5,445 SF	0.0		
	LODGING	alloc. 1,500 SF	4.0 AC				26.0	104 Sites	
	RV		0.0 AC				18.0	0 Lots	
MIXED USE			2.9 AC		0.20	25,265 SF	12.0		35 DU
RESIDENTIAL	STACKED	alloc. 2,000 SF	6.0 AC				22.0		177 DU
(averaged density)	ATTACHED	3,000 SF	8.1 AC				12.0		97 DU
	SIDEYARD	4,000 SF	2.7 AC				9.0		24 DU
	SMALL LOT	6,000 SF	4.8 AC				6.0		29 DU
	MODERATE LOT	10,000 SF	3.0 AC				3.6		11 DU
	LARGE LOT	20,000 SF	0.0 AC				1.8		0 DU
	ESTATE	40,000 SF	0.0 AC				1.0		0 DU
	ACCESSORY							25 Units	
NEIGHBORHOOD TOTALS				(COMM. NET 90%)		27,639 SF		129 Units	373 DU
NEIGHBORHOOD 3							TOTAL DEVELOPED AREA		62.0 AC.
PUBLIC LAND	24.8 AC				F.A.R.	S. F.	DU / AC	Units	D.U.
STREETS	23% OF TOTAL AREA		14.3 AC						
PUBLIC SPACES			6.5 AC	Recorded area		6.5 AC			
PUBLIC BUILDINGS			4.0 AC						
PRIVATE LAND	36.0 AC								
COMMERCIAL	BUSINESS / RETAIL		0.3 AC		0.25	3,267 SF	0.0		
	LODGING		4.0 AC				26.0	104 Sites	
	RV		0.0 AC				18.0	0 Lots	
MIXED USE			4.2 AC		0.20	36,590 SF	12.0		50 DU
RESIDENTIAL	STACKED	alloc. 2,000 SF	8.6 AC				22.0		189 DU
(averaged density)	ATTACHED	3,000 SF	7.5 AC				12.0		90 DU
	SIDEYARD	4,000 SF	2.2 AC				9.0		20 DU
	SMALL LOT	6,000 SF	3.5 AC				6.0		21 DU
	MODERATE LOT	10,000 SF	4.1 AC				3.6		15 DU
	LARGE LOT	20,000 SF	1.6 AC				1.8		3 DU
	ESTATE	40,000 SF	0.0 AC				1.0		0 DU
	ACCESSORY							28 Units	
NEIGHBORHOOD TOTALS				(COMM. NET 90%)		35,872 SF		132 Units	388 DU

NEIGHBORHOOD 4 — TOTAL DEVELOPED AREA 91.0 AC.

PUBLIC LAND 30.1 AC				F.A.R.	S. F.	DU / AC	Units	D.U.
STREETS 23% OF TOTAL AREA			20.9 AC					
PUBLIC SPACES			6.2 AC	Recorded area	6.2 AC			
PUBLIC BUILDINGS (INCL. SUBSTATION)			3.0 AC					
PRIVATE LAND 61.1 AC								
COMMERCIAL	BUSINESS / RETAIL		3.0 AC	0.25	32,670 SF	0.0		
	LODGING		3.2 AC			24.0	76.8 Stes	
	RV		24.5 AC			18.0	441 Lots	
MIXED USE			3.8 AC	0.20	33,106 SF	12.0		46 DU
RESIDENTIAL	STACKED	alloc. 2,000 SF	5.5 AC			22.0		121 DU
(averaged density)	ATTACHED	3,000 SF	6.3 AC			12.0		76 DU
	SIDEYARD	4,000 SF	1.9 AC			9.0		17 DU
	SMALL LOT	6,000 SF	4.8 AC			6.0		29 DU
	MODERATE LOT	10,000 SF	5.4 AC			3.6		19 DU
	LARGE LOT	20,000 SF	2.7 AC			1.8		5 DU
	ESTATE	40,000 SF	0.0 AC			1.0		0 DU
	ACCESSORY						24 Units	
NEIGHBORHOOD TOTALS				(COMM. NET 90%)	59,198 SF		542 Units	312 DU

NEIGHBORHOOD 5 — TOTAL DEVELOPED AREA 92.0 AC.

PUBLIC LAND 35.7 AC				F.A.R.	S. F.	DU / AC	Units	D.U.
STREETS 23% OF TOTAL AREA			21.2 AC					
PUBLIC SPACES			10.5 AC	Recorded area	10.5 AC			
PUBLIC BUILDINGS			4.0 AC					
PRIVATE LAND 55.7 AC								
COMMERCIAL	BUSINESS / RETAIL		2.5 AC	0.25	27,225 SF	0.0		
	LODGING		3.0 AC			24.0	72 Stes	
	RV		0.0 AC			18.0	0 Lots	
MIXED USE			5.7 AC	0.20	49,658 SF	12.0		68 DU
RESIDENTIAL	STACKED	alloc. 2,000 SF	8.9 AC			20.0		178 DU
(averaged density)	ATTACHED	3,000 SF	7.5 AC			12.0		90 DU
	SIDEYARD	4,000 SF	1.7 AC			9.0		15 DU
	SMALL LOT	6,000 SF	8.3 AC			6.0		50 DU
	MODERATE LOT	10,000 SF	8.8 AC			3.6		32 DU
	LARGE LOT	20,000 SF	4.8 AC			1.8		9 DU
	ESTATE	40,000 SF	4.5 AC			1.0		5 DU
	ACCESSORY						40 Units	
NEIGHBORHOOD TOTALS				(COMM. NET 90%)	69,195 SF		112 Units	446 DU

NEIGHBORHOOD 6 — TOTAL DEVELOPED AREA 88.0 AC.

PUBLIC LAND 31.2 AC				F.A.R.	S. F.	DU / AC	Units	D.U.
STREETS 23% OF TOTAL AREA			20.2 AC					
PUBLIC SPACES			8.0 AC	Recorded area	8.0 AC			
PUBLIC BUILDINGS			3.0 AC					
PRIVATE LAND 56.5 AC								
COMMERCIAL	BUSINESS / RETAIL		0.8 AC	0.20	6,970 SF	0.0		
	LODGING		3.0 AC			22.0	66 Stes	
	RV		15.0 AC			18.0	270 Lots	
MIXED USE			3.4 AC	0.15	22,216 SF	10.0		34 DU
RESIDENTIAL	STACKED	alloc. 2,500 SF	7.4 AC			20.0		148 DU
(averaged density)	ATTACHED	3,000 SF	5.5 AC			12.0		66 DU
	SIDEYARD	4,000 SF	3.6 AC			9.0		32 DU
	SMALL LOT	6,000 SF	7.3 AC			6.0		44 DU
	MODERATE LOT	10,000 SF	6.0 AC			3.6		22 DU
	LARGE LOT	20,000 SF	2.7 AC			1.8		5 DU
	ESTATE	40,000 SF	1.8 AC			1.0		2 DU
	ACCESSORY						24 Units	
NEIGHBORHOOD TOTALS				(COMM. NET 90%)	26,267 SF		360 Units	352 DU

NEIGHBORHOOD 7 — TOTAL DEVELOPED AREA 74.0 AC.

PUBLIC LAND 26.2 AC				F.A.R.	S. F.	DU / AC	Units	D.U.
STREETS 23% OF TOTAL AREA			17.0 AC					
PUBLIC SPACES			6.2 AC	Recorded area	6.2 AC			
PUBLIC BUILDINGS			3.0 AC					
PRIVATE LAND 47.7 AC								
COMMERCIAL	BUSINESS / RETAIL		0.4 AC	0.20	3,485 SF	0.0		
	LODGING		1.0 AC			22.0	22 Sites	
	RV		0.0 AC			18.0	0 Lots	
MIXED USE			2.9 AC	0.15	18,949 SF	10.0		29 DU
RESIDENTIAL	STACKED	alloc. 2,500 SF	8.4 AC			16.0		134 DU
(averaged density)	ATTACHED	3,000 SF	7.6 AC			12.0		91 DU
	SIDEYARD	4,000 SF	5.6 AC			9.0		50 DU
	SMALL LOT	6,000 SF	11.5 AC			6.0		69 DU
	MODERATE LOT	10,000 SF	7.8 AC			3.6		28 DU
	LARGE LOT	20,000 SF	2.5 AC			1.8		5 DU
	ESTATE	40,000 SF	0.0 AC			1.0		0 DU
	ACCESSORY						30 Units	
NEIGHBORHOOD TOTALS				(COMM. NET 90%)	20,190 SF		52 Units	407 DU

NEIGHBORHOOD 8 — TOTAL DEVELOPED AREA 62.0 AC.

PUBLIC LAND 21.8 AC				F.A.R.	S. F.	DU / AC	Units	D.U.
STREETS 23% OF TOTAL AREA			14.3 AC					
PUBLIC SPACES			4.5 AC	Recorded area	4.5 AC			
PUBLIC BUILDINGS			3.0 AC					
PRIVATE LAND 40.1 AC								
COMMERCIAL	BUSINESS / RETAIL		0.4 AC	0.20	3,485 SF	0.0		
	LODGING		5.2 AC			22.0	114 Sites	
	RV		0.0 AC			18.0	0 Lots	
MIXED USE			3.2 AC	0.15	20,909 SF	10.0		32 DU
RESIDENTIAL	STACKED	alloc. 2,500 SF	8.3 AC			16.0		149 DU
(averaged density)	ATTACHED	3,000 SF	6.1 AC			12.0		73 DU
	SIDEYARD	4,000 SF	2.4 AC			9.0		22 DU
	SMALL LOT	6,000 SF	5.3 AC			6.0		32 DU
	MODERATE LOT	10,000 SF	5.0 AC			3.6		18 DU
	LARGE LOT	20,000 SF	2.7 AC			1.8		5 DU
	ESTATE	40,000 SF	1.5 AC			1.0		2 DU
	ACCESSORY						30 Units	
NEIGHBORHOOD TOTALS				(COMM. NET 90%)	21,954 SF		144 Units	332 DU

NEIGHBORHOOD 9 — TOTAL DEVELOPED AREA 49.0 AC.

PUBLIC LAND 17.1 AC				F.A.R.	S. F.	DU / AC	Units	D.U.
STREETS 23% OF TOTAL AREA			11.3 AC					
PUBLIC SPACES			3.8 AC	Recorded area	3.8 AC			
PUBLIC BUILDINGS			2.0 AC					
PRIVATE LAND 31.9 AC								
COMMERCIAL	BUSINESS / RETAIL		0.2 AC	0.20	1,742 SF	0.0		
	LODGING		0.0 AC			22.0	0 Sites	
	RV		0.0 AC			18.0	0 Lots	
MIXED USE			2.9 AC	0.15	18,949 SF	9.0		26 DU
RESIDENTIAL	STACKED	alloc. 2,500 SF	6.5 AC			16.0		104 DU
(averaged density)	ATTACHED	3,000 SF	5.4 AC			10.0		54 DU
	SIDEYARD	4,000 SF	3.6 AC			9.0		32 DU
	SMALL LOT	6,000 SF	4.8 AC			6.0		29 DU
	MODERATE LOT	10,000 SF	5.0 AC			3.6		18 DU
	LARGE LOT	20,000 SF	2.7 AC			1.8		5 DU
	ESTATE	40,000 SF	0.8 AC			1.0		1 DU
	ACCESSORY						25 Units	
NEIGHBORHOOD TOTALS				(COMM. NET 90%)	18,622 SF		25 Units	269 DU

NEIGHBORHOOD 10 — TOTAL DEVELOPED AREA 28.0 AC.

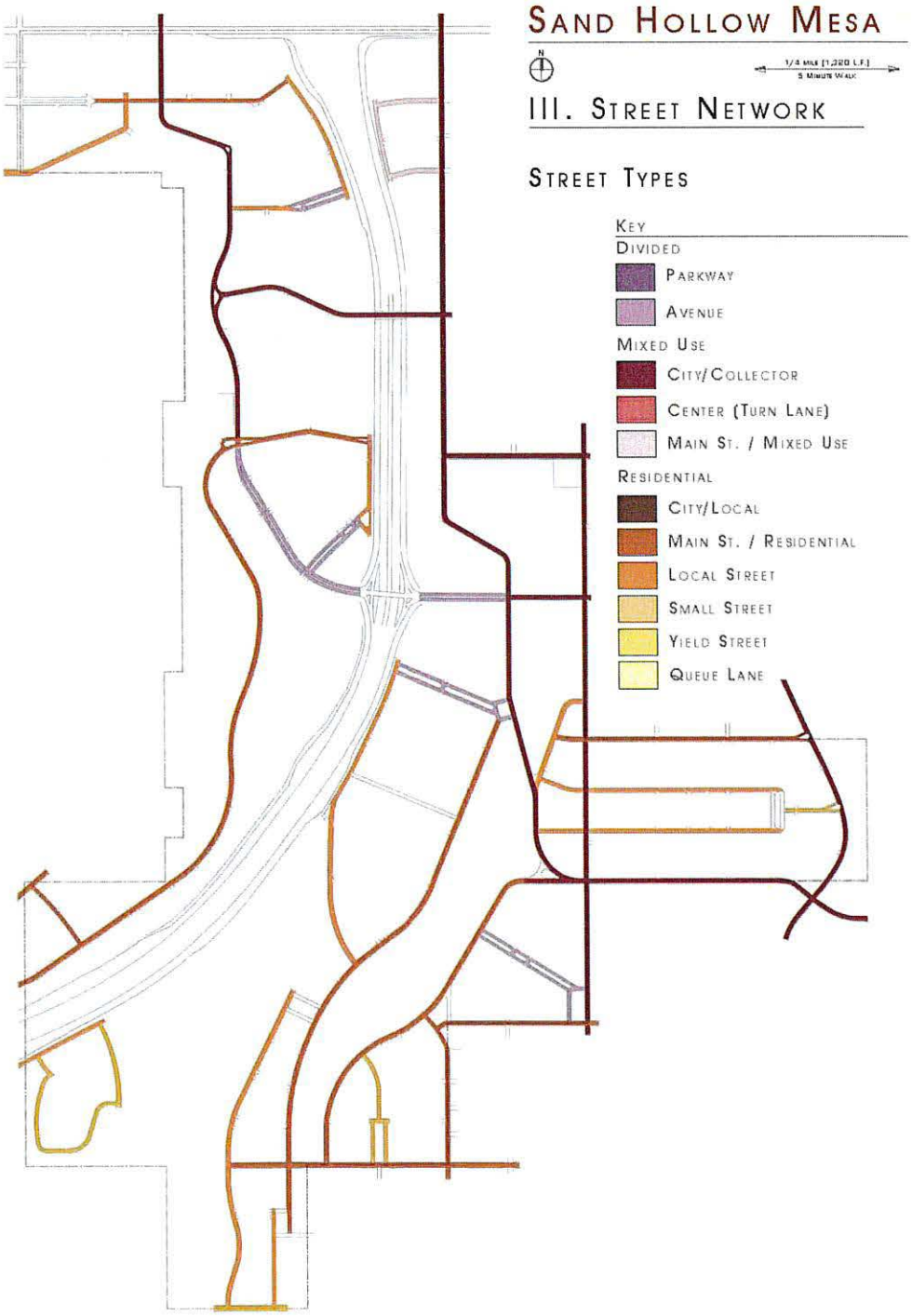
PUBLIC LAND	10.4 AC			F.A.R.	S. F.	DU / AC	Units	D.U.
STREETS	23% OF TOTAL AREA		6.4 AC					
PUBLIC SPACES			2.5 AC	Recorded area	2.5 AC			
PUBLIC BUILDINGS			1.5 AC					
PRIVATE LAND	**16.8 AC**							
COMMERCIAL	BUSINESS / RETAIL		0.4 AC	0.20	3,485 SF	0.0		
	LODGING		0.8 AC			22.0	17.6 Stes	
	RV		0.0 AC			16.0	0 Lots	
MIXED USE			2.5 AC	0.15	16,335 SF	9.0		23 DU
RESIDENTIAL	STACKED	alloc. 2,500 SF	1.4 AC			16.0		22 DU
(averaged density)	ATTACHED	3,000 SF	2.0 AC			10.0		20 DU
	SIDEYARD	4,000 SF	0.9 AC			9.0		8 DU
	SMALL LOT	6,000 SF	4.3 AC			6.0		26 DU
	MODERATE LOT	10,000 SF	3.6 AC			3.6		13 DU
	LARGE LOT	20,000 SF	0.9 AC			1.8		2 DU
	ESTATE	40,000 SF	0.0 AC			1.0		0 DU
	ACCESSORY						16 Units	
NEIGHBORHOOD TOTALS				(COMM. NET 90%)	17,838 SF		34 Units	113 DU

TOTALS	DEVELOPED AREA:	730 AC	355,384 SF	1,695 Units	3,660 DU

SUMMARY TOTALS: 10 NEIGHBORHOODS

PARKWAY			91.2 AC			
OPEN LAND	Slopes > 30%	58.0 AC	200.8 AC			
	Slopes < 30%	142.8 AC				
STREETS			165.6 AC			
PUBLIC SPACES			78.2 AC			
PUBLIC BUILDINGS			26.9 AC			
COMMERCIAL	BUSINESS / RETAIL		23.2 AC	65,857 SF (90% of gross)		
	LODGING		29.2 AC		707 Suites	
	RV		39.5 AC		711 Lots	
MIXED USE			38.1 AC	269,528 SF (90% of gross)		422 DU
RESIDENTIAL	STACKED		75.0 AC			1,487 DU
	ATTACHED		69.6 AC			820 DU
	SIDEYARD		32.7 AC			294 DU
	SMALL LOT		63.8 AC			383 DU
	MODERATE LOT		56.2 AC			202 DU
	LARGE LOT		23.5 AC			42 DU
	ESTATE LOT		8.6 AC	343.49 AC - Residential Area		9 DU
	ACCESSORY UNITS				277 Units	
TOTAL LAND OWNERSHIP			1,022 AC			
	Assume City Base Density:	at	3.5 du/ac	3,056 DU	873 AC Developable	
	Assume Base Density + 20% PDO Incentive:			3,667 DU	(1022 AC - 91 Ac - 58 AC)	

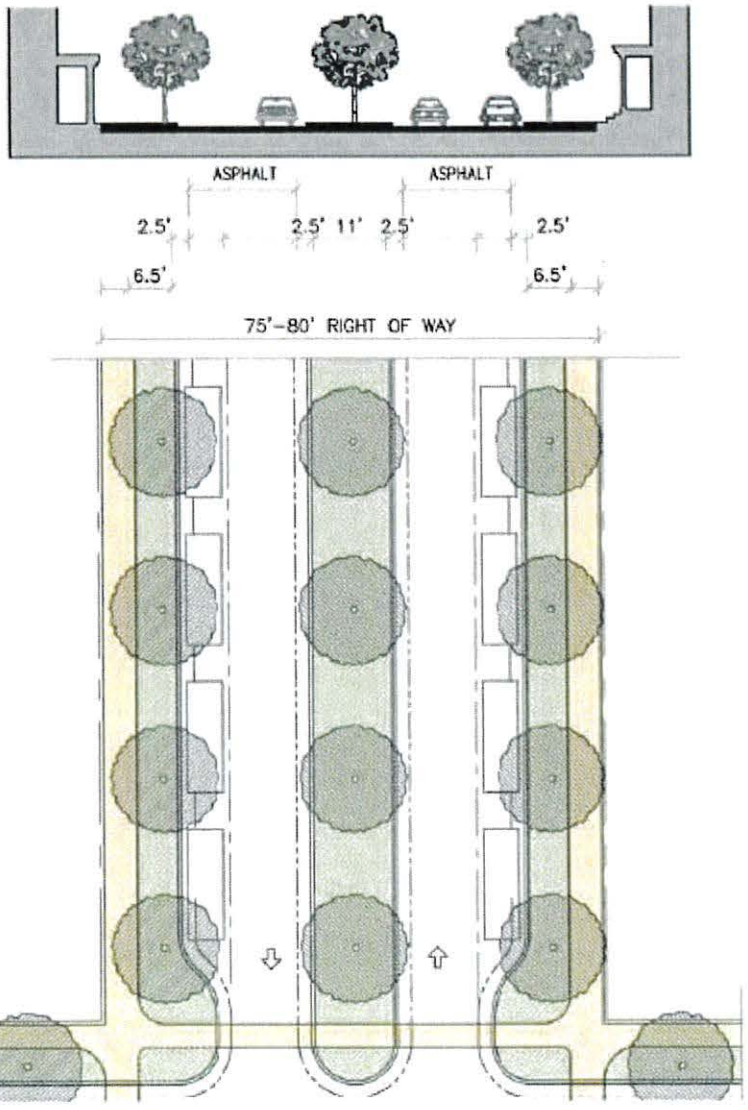
EXHIBIT D
Master Street Plan


SAND HOLLOW MESA
1/4 MILE (1,320 L.F.)
5 MINUTE WALK
III. STREET NETWORK
STREET TYPES
KEY
DIVIDED
PARKWAY
AVENUE
MIXED USE
CITY/COLLECTOR
CENTER (TURN LANE)
MAIN ST. / MIXED USE
RESIDENTIAL
CITY/LOCAL
MAIN ST. / RESIDENTIAL
LOCAL STREET
SMALL STREET
YIELD STREET
QUEUE LANE

RESIDENTIAL AVENUE
PARKING BOTH SIDES

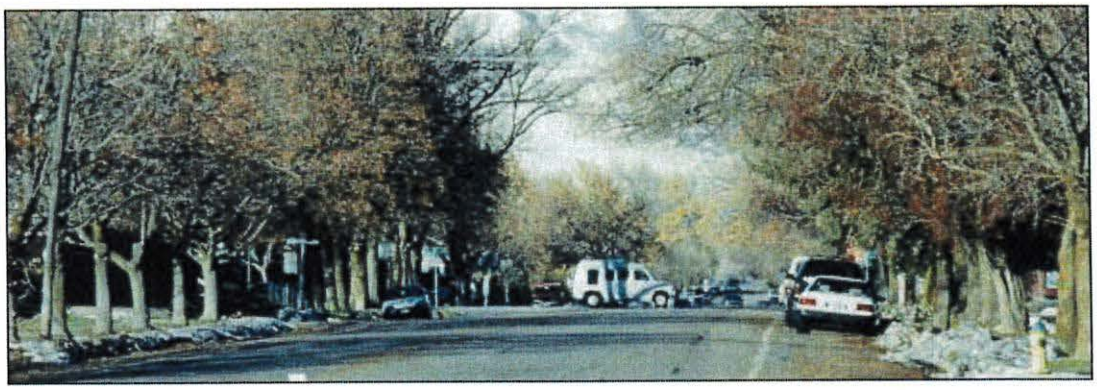
DIVIDED TRAVEL

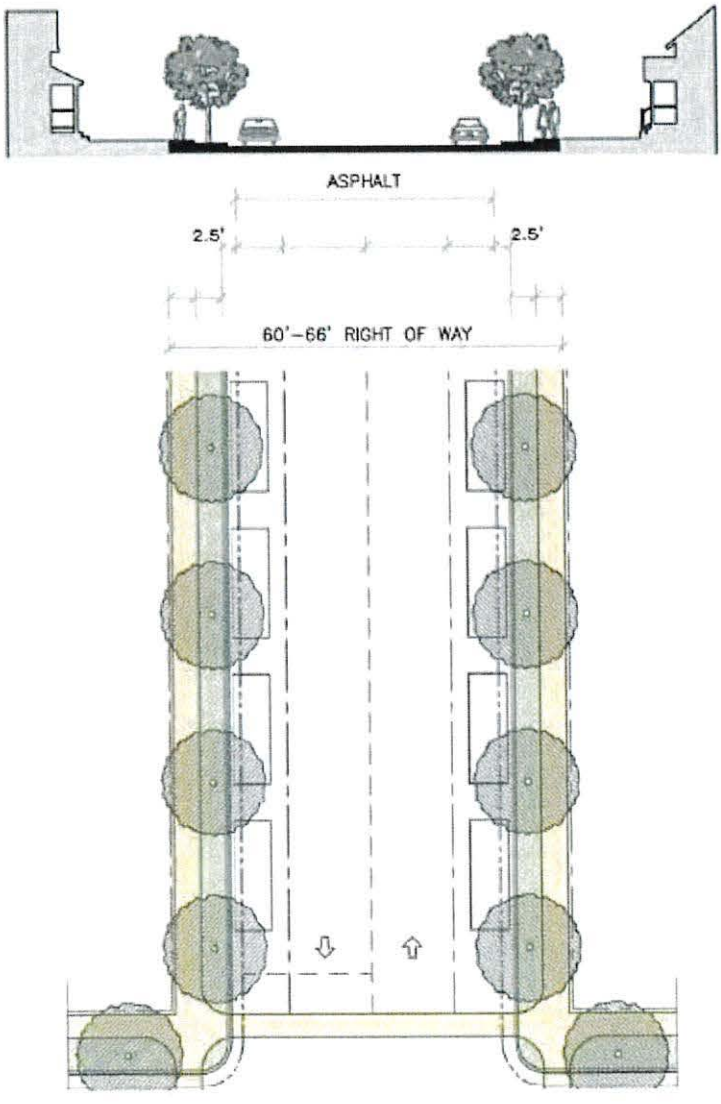




CITY/COLLECTOR
RESIDENTIAL

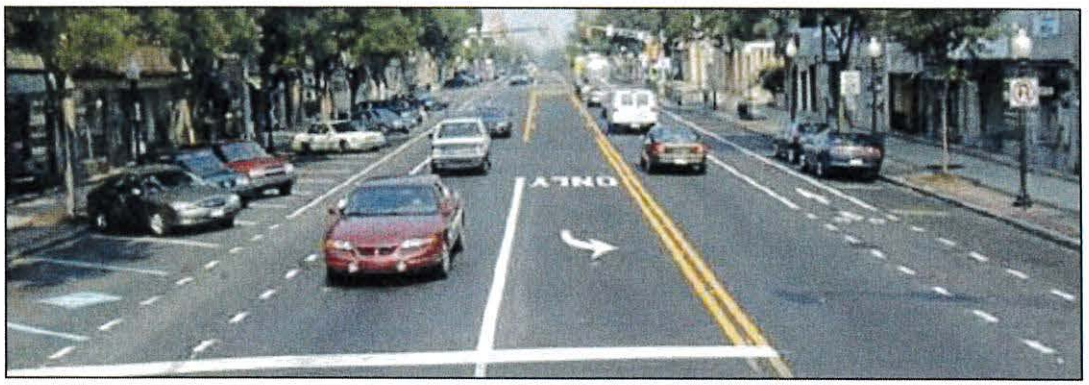
TWO WAY TRAVEL

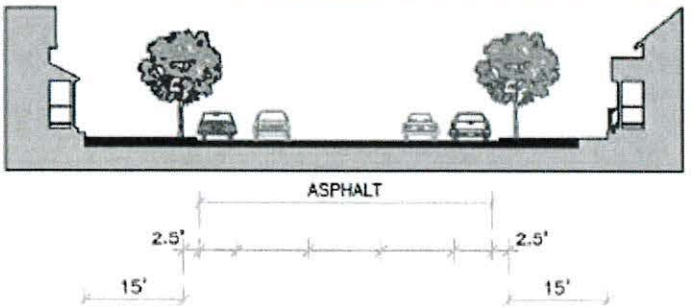




CENTER/MIXED USE
TURN LANE

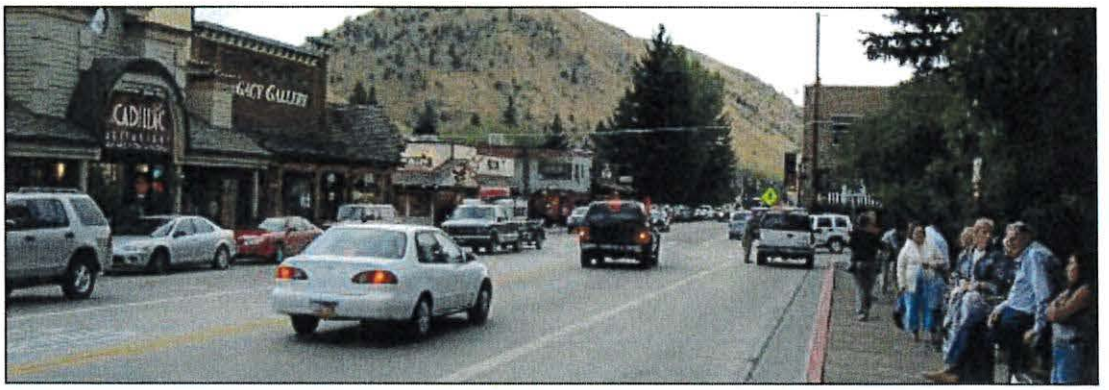
TWO WAY TRAVEL

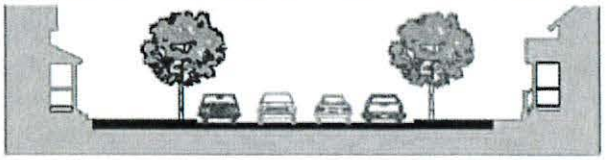


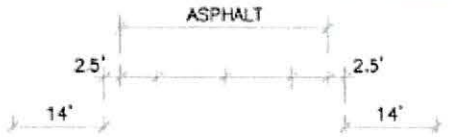


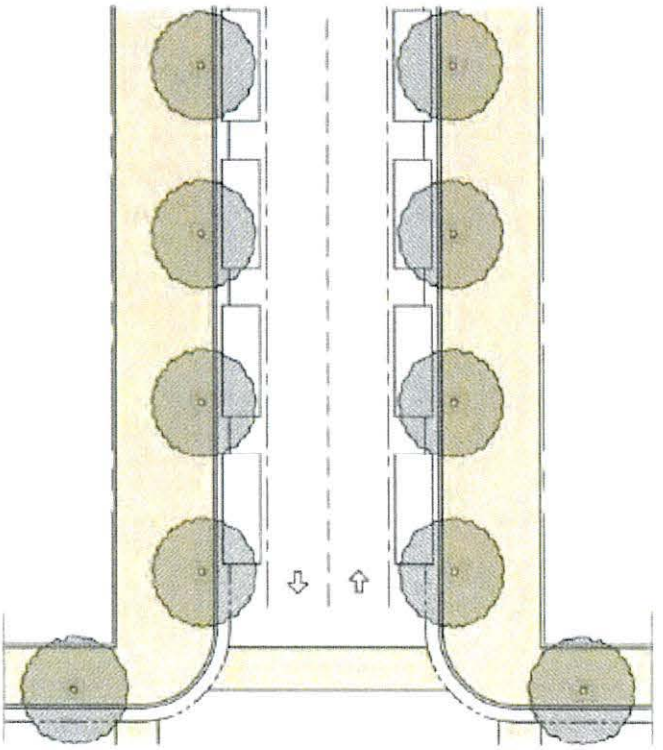
MAIN STREET/MIXED USE

TWO WAY TRAVEL



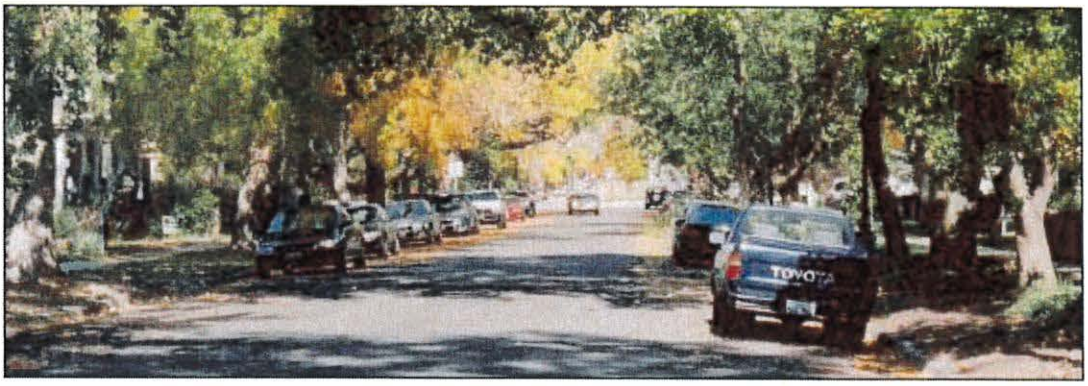


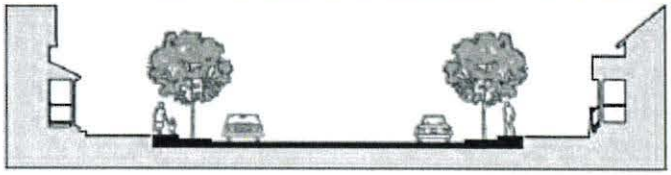


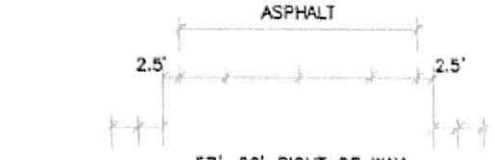


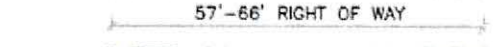
CITY/LOCAL
RESIDENTIAL

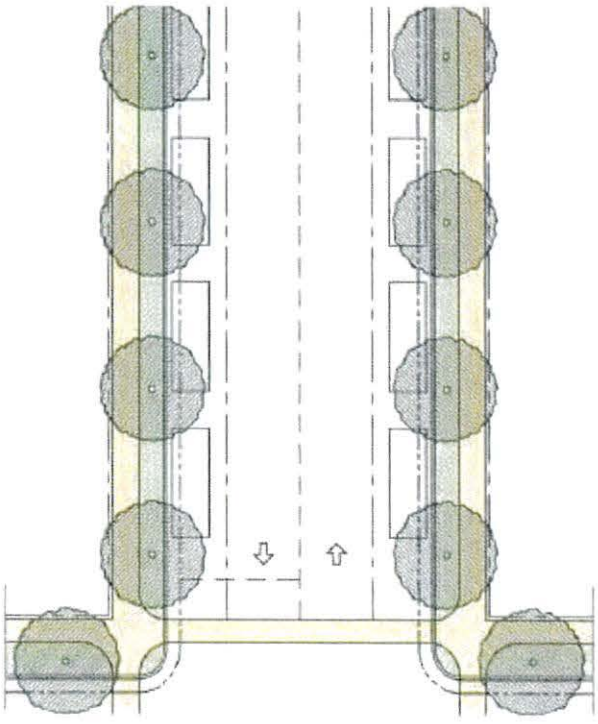
TWO WAY TRAVEL





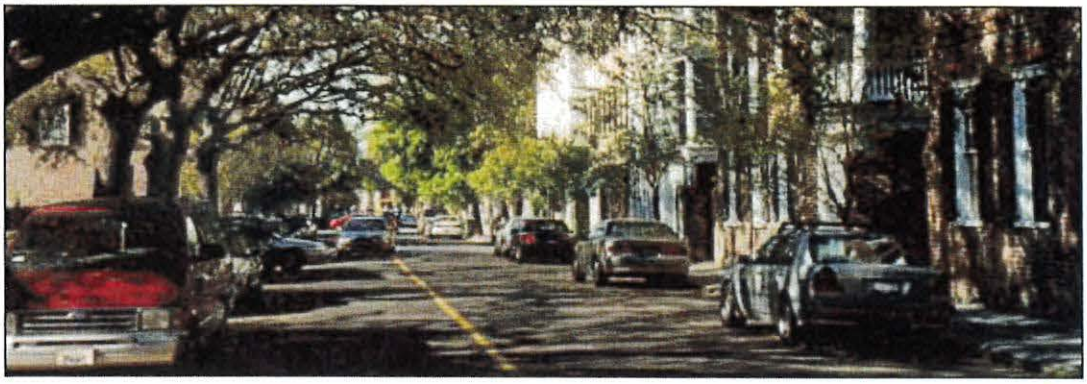


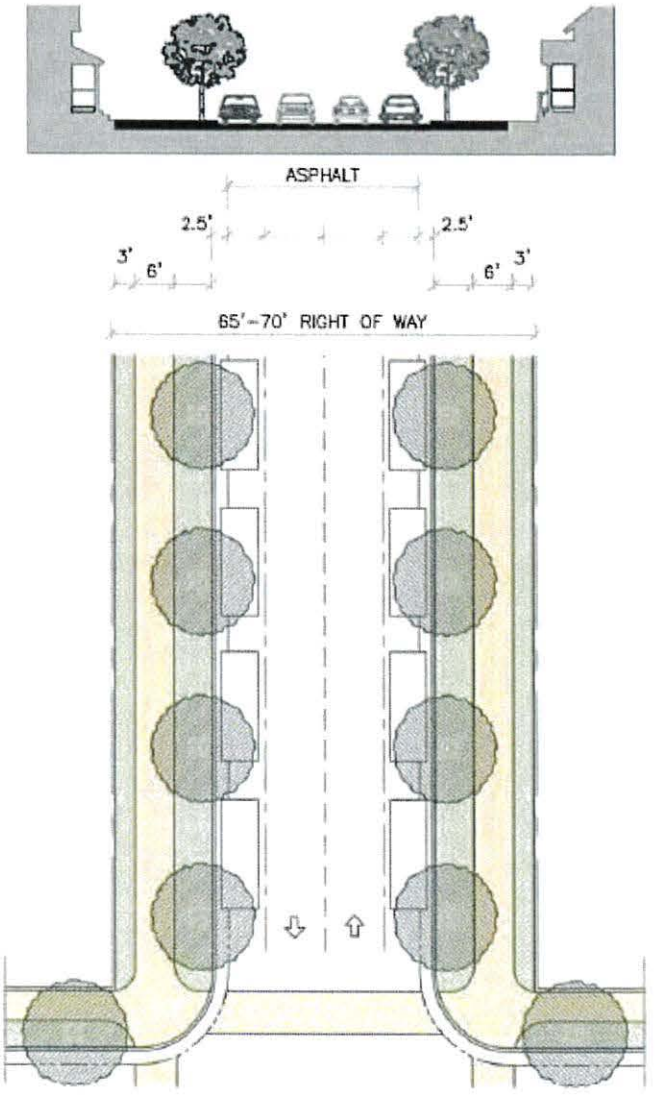




MAIN STREET/RESIDENTIAL

TWO WAY TRAVEL

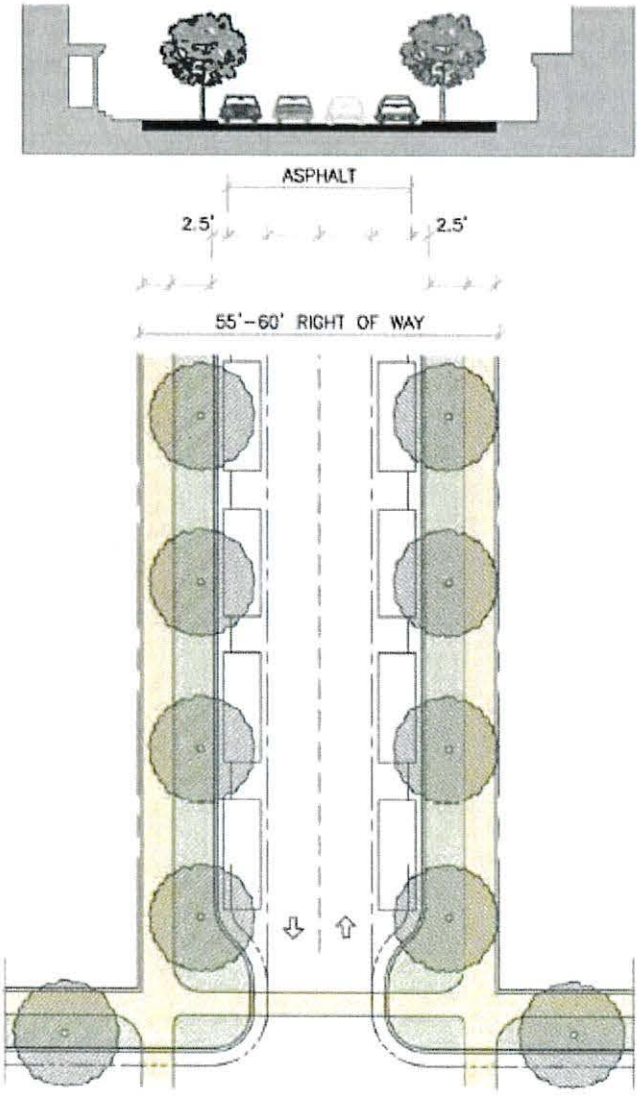




LOCAL STREET
PARKING BOTH SIDES

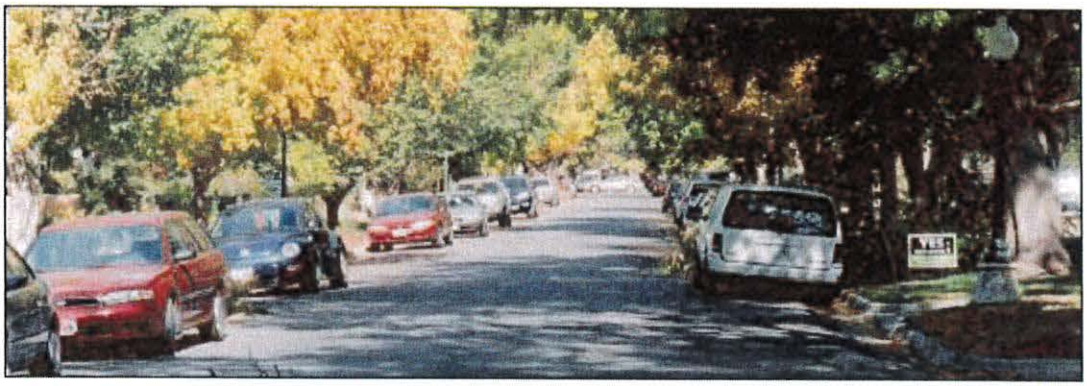
TWO WAY TRAVEL

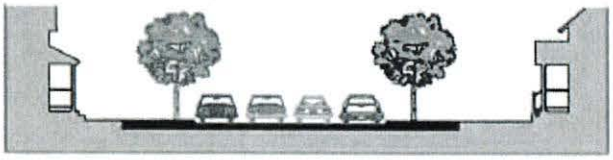




SMALL STREET
PARKING BOTH SIDES

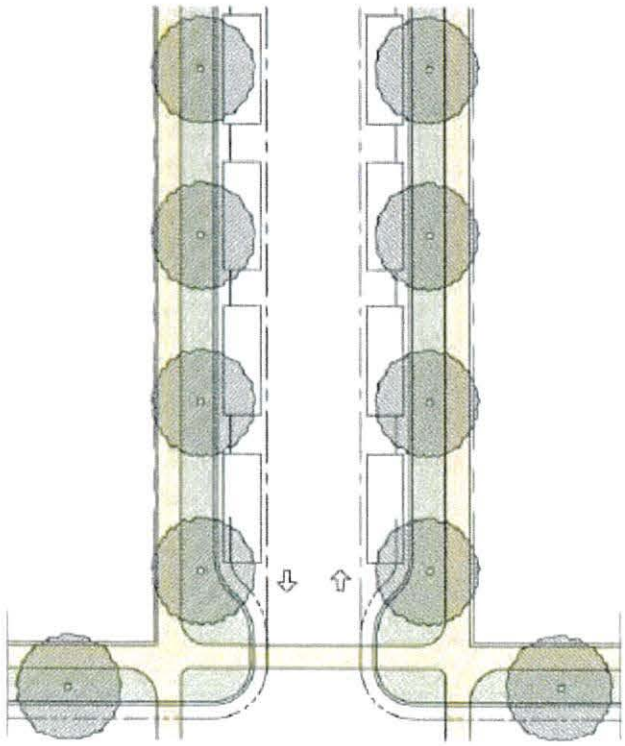
TWO WAY TRAVEL





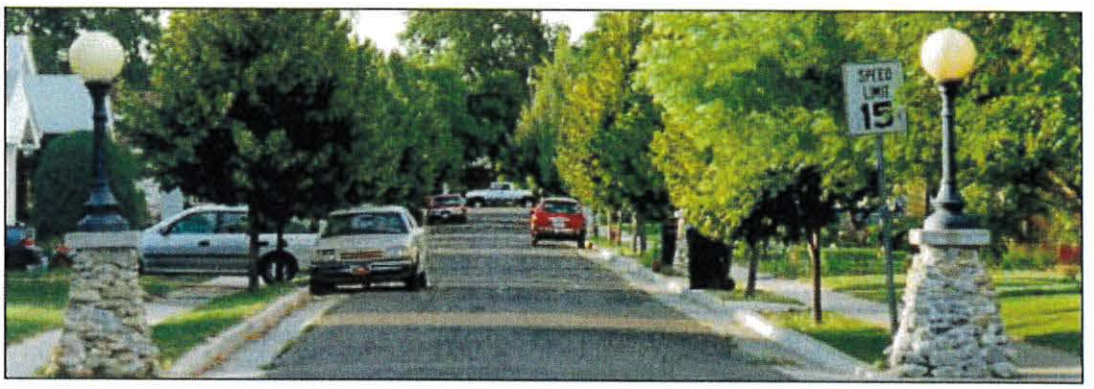


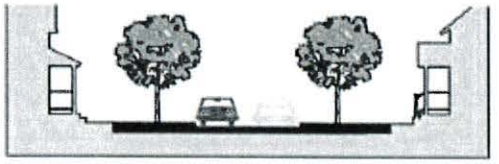


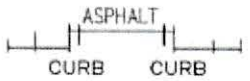


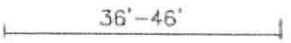
YIELD STREET (LANE)

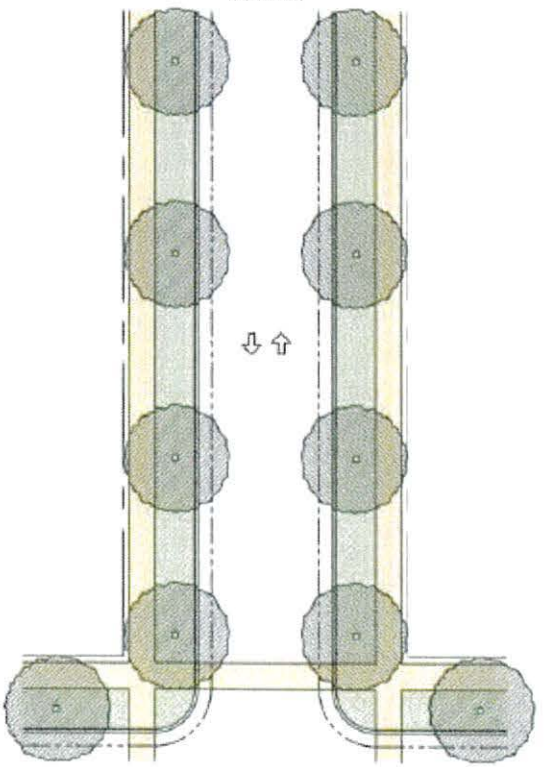
TWO WAY TRAVEL







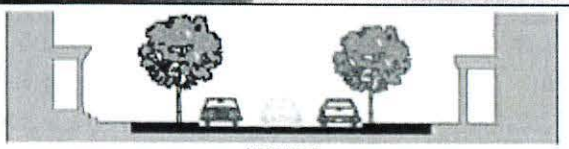


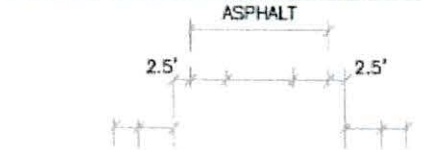


QUEUE LANE
PARKING BOTH SIDES

TWO WAY TRAVEL







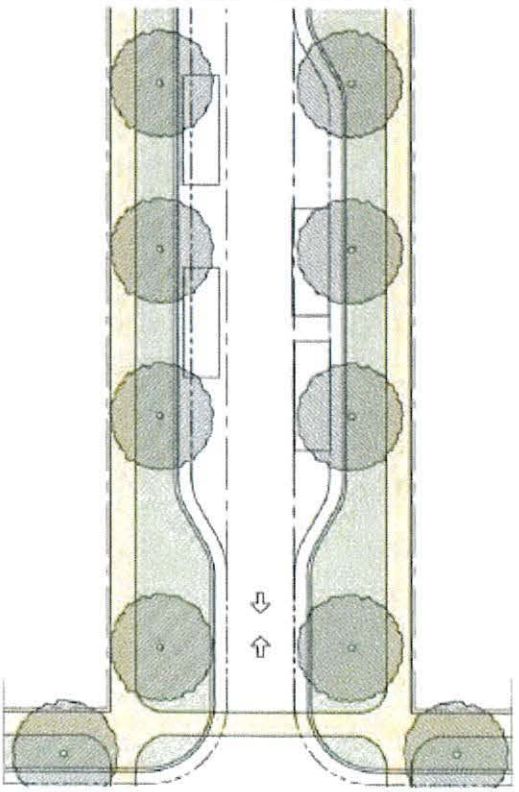


EXHIBIT E
Description of Substation
Property

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE & MERIDIAN; THENCE N1°01'38"E, ALONG THE 1/4 SECTION LINE, 1086.47 FEET AND WEST 35.01 FEET TO THE POINT OF BEGINNING; THENCE N88°51'19"W 250.00 FEET; THENCE N1°01'38"E 200.00 FEET; S88°51'19"E 230.04 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT 31.37 FEET THROUGH THE CENTRAL ANGLE OF 89°52'57"; THENCE S1°01'38"W 180.04 FEET TO THE POINT OF BEGINNING.
CONTAINING 49,914.69 SQUARE FEET OR 1.146 ACRE

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

ADDITIONAL NOTES

STORM WATER CAN BE LOCALLY RETAINED AND CONTROLLED USING RETENTION BASINS. THIS IS THE METHOD TO HANDLE STORM WATER.

THERE ARE NO IRRIGATION FACILITIES.

PROPERTY CAN BE SERVED BY HURRICANE CITY WATER, AND ASH CREEK SPECIAL SERVICE DISTRICT.

THERE ARE NO WELLS, SPRINGS OR SEEPS ON THIS PROPERTY.

OWNER PLANS TO ALLOW PLACEMENT OF COMMUNICATIONS INFRASTRUCTURE AND PLACEMENT OF UTILITY INFRASTRUCTURE ON AND ALONG ALL RIGHTS-OF-WAY AND EASEMENTS.

PROPERTY IS ZONED AS:
RA-1: RESIDENTIAL AGRICULTURAL - 1 UNIT PER ACRE
R1-10: RESIDENTIAL - 1 UNIT PER 10,000 SQ. FT.

THE PARENT PARCELS FOR THIS SUBDIVISION ARE:
H-3399-I-SH1, H-3399-B-SH1, H-3399-A-SH1, H-3399-D-SH1, H-3400-G-SH1, H-3400-F-SH1, H-3399-C-SH1, AND H-3400-B-SH1

OWNERS:

WESTERN STATES VENTURES SG LLC
2265 E MURRAY HOLLADAY RD
SALT LAKE CITY, UT 84117-5397

TOQUERVILLE ENTERPRISES L C
770 PORTO MIO WAY
LAS VEGAS, NV 89138

BASIS OF BEARINGS

BASIS OF BEARINGS IS S88°55'38"E 5277.10 FEET FROM THE WEST QUARTER (1/4) CORNER TO THE EAST QUARTER (1/4) CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN.

DESERT TORTOISE TAKE AREA

THE PROJECT IS NOT LOCATED IN A DESERT TORTOISE TAKE AREA. (PER RED CLIFFS DESERT RESERVE TAKE AREA 7 MAP)

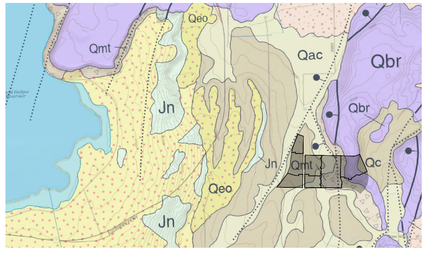
GEOLOGICAL NARRATIVE:

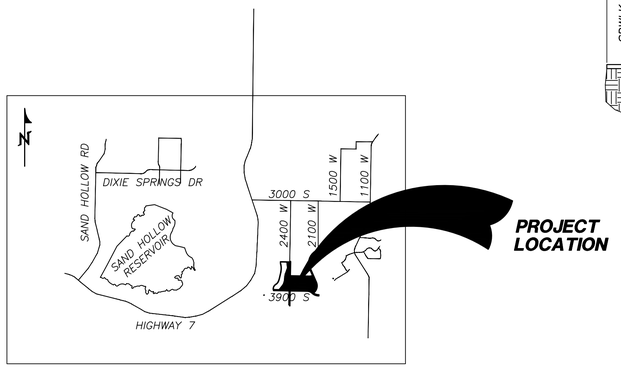
QC: COLLUVIAL DEPOSITS (HOLOCENE TO UPPER PLEISTOCENE)
POORLY SORTED, ANGULAR, CLAY- TO BOULDER-SIZE, LOCALLY DERIVED SEDIMENT DEPOSITED PRINCIPALLY BY SLOPE WASH AND SOIL CREEP; LOCALLY INCLUDES TALUS, ALLUVIAL, AND EOLIAN DEPOSITS TOO SMALL TO MAP SEPARATELY; GRADATIONAL WITH TALUS DEPOSITS; INCLUDES OLDER COLLUVIAL DEPOSITS NOW INCISED BY ADJACENT DRAINAGES; GENERALLY LESS THAN 20 FEET (6 M) THICK, ALTHOUGH OLDER COLLUVIAL DEPOSITS ON THE KOLOB PLATEAU MAY BE AS MUCH AS 100 FEET (30 M) THICK.

QAC: ALLUVIAL AND COLLUVIAL DEPOSITS (HOLOCENE TO UPPER PLEISTOCENE)
POORLY TO MODERATELY SORTED, GENERALLY POORLY STRATIFIED, CLAY- TO BOULDER-SIZE, LOCALLY DERIVED SEDIMENT DEPOSITED PRINCIPALLY IN SWALES, SMALL DRAINAGES, AND THE UPPER REACHES OF LARGE STREAMS BY FLUVIAL, SLOPE-WASH, AND CREEP PROCESSES; GRADATIONAL WITH BOTH ALLUVIAL AND COLLUVIAL DEPOSITS; OLDER DEPOSITS (QACO) INCLUDE GYPCRETE (SILT TO SMALL BOULDERS CEMENTED BY GYPSUM) ALONG THE MOENKOPI OUTCROP BELT JUST WEST OF ST. GEORGE THAT IS AS MUCH AS 10 FEET (3 M) THICK; OLDER DEPOSITS FORM INCISED, INACTIVE SURFACES COMMONLY INCISED BY YOUNGER (QAC) DEPOSITS; GENERALLY LESS THAN 30 FEET (9 M) THICK.

QC: COLLUVIAL DEPOSITS (HOLOCENE TO UPPER PLEISTOCENE)
POORLY SORTED, ANGULAR, CLAY- TO BOULDER-SIZE, LOCALLY DERIVED SEDIMENT DEPOSITED PRINCIPALLY BY SLOPE WASH AND SOIL CREEP; LOCALLY INCLUDES TALUS, ALLUVIAL, AND EOLIAN DEPOSITS TOO SMALL TO MAP SEPARATELY; GRADATIONAL WITH TALUS DEPOSITS; INCLUDES OLDER COLLUVIAL DEPOSITS NOW INCISED BY ADJACENT DRAINAGES; GENERALLY LESS THAN 20 FEET (6 M) THICK, ALTHOUGH OLDER COLLUVIAL DEPOSITS ON THE KOLOB PLATEAU MAY BE AS MUCH AS 100 FEET (30 M) THICK.

QBR: REMNANTS LAVA FLOW (LOWER PLEISTOCENE)
DARK-BROWNISH-BLACK TO DARK-GRAY, MEDIUM-GRAINED BASANITE WITH SMALL OLIVINE PHENOCRYSTS; ERUPTED FROM A DEEPLY ERODED VENT ATOP THE HURRICANE CLIFFS AT THE "THREE BROTHERS," ABOUT 5 MILES (8 KM) SOUTH OF HURRICANE; DISPLACED BY THE HURRICANE FAULT ABOUT 1450 FEET (440 M); YIELDED PREFERRED 40AR/39AR PLATEAU AGES OF 1.06 ± 0.03 MA (1.07 ± 0.08 MA ISOCHRON) AND 0.94 ± 0.04 MA (0.94 ± 0.05 MA ISOCHRON) (HAYDEN, 2004A) AND AN ANOMALOUS 40AR/39AR PLATEAU AGE OF 1.47 ± 0.34 MA (1.12 ± 0.50 MA ISOCHRON) (LUND AND OTHERS, 2001, 2007A); TYPICALLY ABOUT 40 FEET (12 M) THICK.





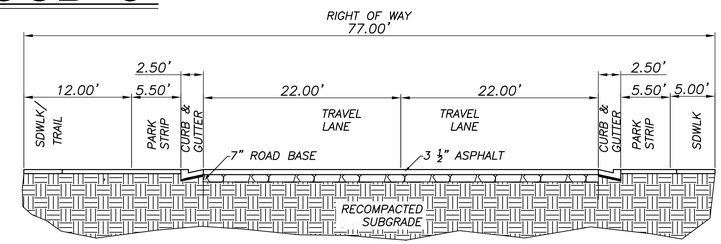
VICINITY MAP
N.T.S.

LEGAL DESCRIPTION PHASES 1-5

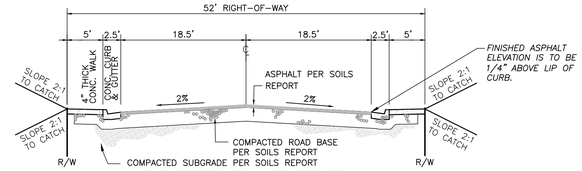
BEGINNING AT THE EAST QUARTER (1/4) CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE & MERIDIAN; THENCE N88°55'38"W ALONG THE CENTER QUARTER SECTION LINE, 708.35 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 3900 SOUTH STREET; THENCE WESTERLY ALONG SAID LINE THE FOLLOWING THREE (3) COURSES: 1) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 384.99 FEET, HAVING A RADIUS OF 807.00 FEET AND A RADIAL BEARING OF S28°24'15"W, THROUGH A CENTRAL ANGLE OF 27°20'02" (LONG CHORD BEARS: N75°15'46"W 381.35 FEET); 2) THENCE N88°55'47"W 243.68 FEET; 3) THENCE N89°40'42"W 1267.02 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 31.64 FEET, THROUGH A CENTRAL ANGLE OF 90°38'25", (LONG CHORD BEARS: N44°21'29"W 28.44 FEET) TO THE EAST RIGHT-OF-WAY LINE OF 2400 WEST; THENCE N00°57'43"E ALONG SAID LINE, 1224.21 FEET;; THENCE S88°52'39"E 1283.35 FEET; THENCE S88°52'39"E 1319.09 FEET; THENCE S00°39'45"W 1315.41 FEET TO THE POINT OF BEGINNING.
AREA CONTAINS 3,281,038 SQUARE FEET OR 75.322 ACRES.

LEGAL DESCRIPTION PHASES 6-8

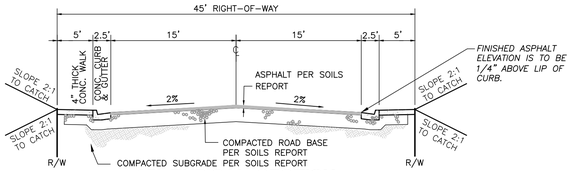
COMMENCING AT THE NORTH QUARTER (1/4) CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE & MERIDIAN; THENCE S00°55'44"W ALONG THE QUARTER SECTION LINE, 53.81 FEET; THENCE N89°04'16"W 37.82 FEET TO THE POINT OF BEGINNING.
THENCE S01°05'05"W 1264.34 FEET; THENCE S00°57'43"W 1339.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 30.18 FEET, HAVING A RADIUS OF 20.00 FEET AND A RADIAL BEARING OF S87°31'04"W, THROUGH A CENTRAL ANGLE OF 86°26'45" (LONG CHORD BEARS: N45°42'19"W 27.39 FEET); THENCE N88°55'41"W 1108.15 FEET; THENCE N01°04'19"E 77.00 FEET; THENCE N37°19'38"E 865.31 FEET; THENCE N26°46'36"E 109.92 FEET; THENCE N02°53'19"E 392.08 FEET; THENCE N08°00'26"E 304.97 FEET; THENCE N26°17'39"E 345.64 FEET; THENCE N18°33'36"E 377.74 FEET; THENCE N05°19'46"E 157.89 FEET; THENCE N09°58'30"W 202.94 FEET; THENCE S88°48'52"E 271.55 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 18.83 FEET, THROUGH A CENTRAL ANGLE OF 89°53'57", (LONG CHORD BEARS: S43°51'53"E 16.96 FEET); TO THE POINT OF BEGINNING.
AREA CONTAINS 1478488 SQUARE FEET OR 33.941 ACRES.



77' TYPICAL SECTION
N.T.S



52' TYPICAL SECTION



45' TYPICAL SECTION

GEOLOGICAL HAZARDS

FAULTS & SURFACE FAULTING	SPECIAL STUDY AREA, UNKNOWN, APPROX/BUR
LIQUEFACTION	H2 – HIGH2–SIMILAR IN TEXTURE TO HIGH CATEGORY, NO GROUND–WATER INFORMATION M2 – SIMILAR IN TEXTURE TO MODERATE CATEGORY, NO GROUND–WATER INFORMATION L2 – LOW2–SIMILAR IN TEXTURAL CHARACTERISTICS TO LOW, NO GROUND–WATER INFORMATION
FLOODING	ZONE X – AREA OF MINIMAL FLOOD HAZARD
LANDSLIDE HAZARD	L – LOW: AREAS WHERE CATEGORY D GEOLOGIC UNITS CROP OUT ON SLOPES GREATER THAN 30 PERCENT (16.7°)
ROCKFALL HAZARD	M–MODERATE ROCK–FALL–HAZARD
BRECCIA PIPES AND PALEOKARST	NONE
CALICHE	CA – CALICHE
COLLAPSIBLE SOIL	CSA – STREAM/TERRACE ALLUVIUM >=3% CSB – STREAM/TERRACE ALLUVIUM, NO DATA CSC–FAN ALLUVIUM, HOLOCENE
EXPANSIVE SOIL	ESL–SOILS WITH LOW SUSCEPTIBILITY FOR EXPANSION ESM–SOILS WITH MODERATE SUSCEPTIBILITY FOR EXPANSION
GYPSIFEROUS SOIL & ROCK	NONE
PIPING & EROSION	P&ES–SOILS SUSCEPTIBLE TO PIPING AND EROSION
SHALLOW BEDROCK	BRB–BURIED: AREAS WHERE DEPTH TO BEDROCK IS GENERALLY ≤10 FEET BENEATH SOIL COVER BRH–HARD: AREAS WHERE GENERALLY HARD AND RESISTANT BEDROCK VISIBLE AT GROUND SURFACE
WIND BLOWN SAND	WBSL–LOW: MIXED–UNIT GEOLOGIC DEPOSITS WITH WIND–BLOWN COMPONENT
SHALLOW GROUND WATER	WBSH–HIGH: MODERN SAND–DUNE OR SHEET–SAND DEPOSITS

THE MITIGATION OF POTENTIAL HAZARDS WILL BE RECOMMENDED IN THE FUTURE GEOTECHNICAL REPORT.

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NO	DESCRIPTION	DATE	BY
	REVISIONS		

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

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

DATE	5/5/2025
SCALE	N.T.S.
JOB NO.	378-002
SHEET NO:	1 OF 12

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT MARCH 21 2025.DWG

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	44.10'	430.00'	44.08'	N88°11'04"E	5°52'33"
C2	70.26'	482.00'	70.20'	S70°41'07"W	8°21'09"
C2	140.62'	430.00'	140.00'	N75°52'40"E	18°44'15"
C3	31.55'	20.00'	28.38'	S29°40'05"W	90°23'14"
C4	35.05'	577.00'	35.04'	S21°45'02"E	3°28'49"
C5	68.66'	577.00'	68.62'	S16°36'07"E	6°49'03"
C6	68.66'	577.00'	68.62'	S9°47'04"E	6°49'03"
C7	13.18'	577.00'	13.18'	S5°43'16"E	1°18'32"
C8	55.55'	226.00'	55.41'	S1°58'29"W	14°04'58"
C9	83.01'	226.00'	82.54'	S19°32'18"W	21°02'41"
C10	83.01'	226.00'	82.54'	S40°35'00"W	21°02'41"
C11	78.49'	226.00'	78.10'	S61°03'20"W	19°53'59"
C12	29.79'	226.00'	29.77'	S74°46'55"W	7°33'10"
C13	79.23'	227.93'	78.84'	S88°34'15"W	19°55'03"
C14	82.62'	907.00'	82.59'	N84°11'58"W	5°13'09"
C15	46.51'	907.00'	46.51'	N88°16'41"W	2°56'18"
C16	31.11'	20.00'	28.07'	S45°41'15"W	89°07'49"
C17	42.96'	807.00'	42.95'	S87°24'17"E	3°03'00"
C17	31.72'	20.00'	28.50'	N44°18'45"W	90°52'11"
C18	31.11'	20.00'	28.07'	N45°41'15"E	89°07'49"

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C18	73.02'	807.00'	73.00'	S83°17'15"E	5°11'05"
C19	31.72'	20.00'	28.50'	S44°18'45"E	90°52'11"
C19	119.30'	807.00'	119.19'	S76°27'36"E	8°28'12"
C20	43.52'	959.00'	43.51'	S88°26'50"E	2°35'59"
C20	16.64'	807.00'	16.64'	S71°38'03"E	1°10'54"
C21	75.20'	959.00'	75.18'	S84°54'04"E	4°29'34"
C21	66.11'	807.00'	66.09'	S68°41'48"E	4°41'37"
C22	81.89'	225.00'	81.44'	N51°46'40"E	20°51'11"
C22	21.81'	959.00'	21.81'	S82°00'10"E	1°18'12"
C23	34.56'	225.00'	34.53'	N66°36'17"E	8°48'04"
C23	53.57'	174.00'	53.36'	N89°49'45"E	17°38'21"
C24	32.82'	175.00'	32.77'	N65°37'59"E	10°44'41"
C24	30.38'	174.00'	30.34'	N76°00'27"E	10°00'14"
C25	155.04'	175.00'	150.02'	N34°52'48"E	50°45'42"
C25	34.22'	20.00'	30.20'	N21°59'06"E	98°02'27"
C26	10.93'	677.00'	10.93'	N9°02'12"E	0°55'29"
C26	176.05'	174.00'	168.63'	N56°01'13"W	57°58'12"
C27	96.09'	677.00'	96.01'	N4°30'29"E	8°07'57"
C27	94.83'	226.00'	94.14'	S73°52'36"E	24°02'29"
C28	80.55'	677.00'	80.51'	N2°58'01"W	6°49'03"

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C28	74.81'	226.00'	74.47'	S52°22'21"E	18°58'01"
C29	80.55'	677.00'	80.51'	N9°47'04"W	6°49'03"
C29	74.43'	226.00'	74.10'	S33°27'13"E	18°52'14"
C30	80.55'	677.00'	80.51'	N16°36'07"W	6°49'03"
C30	29.66'	20.00'	27.02'	S66°30'23"E	84°58'35"
C31	41.12'	677.00'	41.12'	N21°45'02"W	3°28'49"
C31	45.98'	174.00'	45.85'	N63°26'07"E	15°08'25"
C32	125.09'	174.00'	122.41'	N35°16'13"E	41°11'23"
C33	59.95'	174.00'	59.66'	N4°48'16"E	19°44'32"
C34	41.21'	525.00'	41.20'	N7°18'56"W	4°29'52"
C35	2.19'	525.00'	2.19'	N9°41'02"W	0°14'20"
C36	86.51'	525.00'	86.41'	N14°31'26"W	9°26'27"
C37	38.91'	525.00'	38.90'	N21°22'03"W	4°14'47"
C38	31.42'	20.00'	28.28'	N68°29'27"W	90°00'00"
C39	31.42'	20.00'	28.28'	N21°30'33"E	90°00'00"
C40	39.78'	226.00'	39.73'	N18°26'52"W	10°05'09"
C41	28.34'	20.00'	26.03'	N53°59'53"W	81°11'09"
C42	48.06'	482.00'	48.04'	S88°15'57"W	5°42'48"
C43	17.77'	435.00'	17.77'	S22°19'13"E	2°20'28"
C44	14.12'	435.00'	14.12'	S20°13'11"E	1°51'37"

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C45	72.02'	435.00'	71.94'	S14°32'47"E	9°29'10"
C46	22.20'	84.00'	22.13'	S63°26'07"W	15°08'25"
C47	47.82'	200.00'	47.70'	N16°38'30"W	13°41'54"
C48	177.18'	551.00'	176.42'	N14°16'44"W	18°25'26"
C49	265.54'	200.00'	246.46'	N32°58'10"E	76°04'20"
C50	96.49'	200.00'	95.56'	N84°49'38"E	27°38'36"
C51	136.72'	933.00'	136.60'	S85°32'57"E	8°23'45"
C52	243.94'	200.00'	229.10'	N53°56'10"W	69°52'59"
C56	562.06'	762.00'	549.40'	N67°47'50"W	42°15'43"
C57	606.99'	762.00'	591.07'	N69°29'12"W	45°38'26"
C61	31.42'	20.00'	28.28'	S46°07'21"W	90°00'00"
C62	31.42'	20.00'	28.28'	S43°52'39"E	90°00'00"
C63	31.42'	20.00'	28.28'	S46°07'21"W	90°00'00"
C64	21.43'	426.00'	21.43'	S89°40'52"W	2°52'58"
C65	75.83'	426.00'	75.73'	S83°08'24"W	10°11'58"
C66	79.16'	426.00'	79.04'	S72°43'02"W	10°38'47"
C67	6.58'	426.00'	6.58'	S66°57'06"W	0°53'05"
C68	82.63'	374.00'	82.46'	N72°50'19"E	12°39'33"
C69	78.03'	374.00'	77.89'	N85°08'43"E	11°57'15"
C70	38.44'	20.00'	32.79'	S33°48'44"E	110°07'49"

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C71	59.25'	284.00'	59.15'	S85°08'43"W	11°57'15"
C72	62.75'	284.00'	62.62'	S72°50'19"W	12°39'33"
C73	79.40'	226.00'	79.00'	S11°11'16"W	20°07'49"
C74	31.42'	20.00'	28.28'	S46°07'21"W	90°00'00"
C75	31.42'	20.00'	28.28'	S43°52'39"E	90°00'00"
C76	31.42'	20.00'	28.28'	N46°07'21"E	90°00'00"
C77	31.42'	20.00'	28.28'	N43°52'39"W	90°00'00"
C78	31.42'	20.00'	28.28'	N46°07'21"E	90°00'00"
C79	31.91'	20.00'	28.63'	N43°10'13"W	91°24'53"
C80	56.84'	174.00'	56.58'	N11°53'42"E	18°42'56"
C81	13.56'	226.00'	13.56'	N19°32'00"E	3°26'20"
C82	65.84'	226.00'	65.61'	N9°28'05"E	16°41'29"
C83	70.27'	200.00'	69.91'	N11°11'16"E	20°07'49"
C85	171.83'	400.00'	170.52'	S78°48'57"W	24°36'48"
C85	31.42'	20.00'	28.28'	S46°07'21"W	90°00'00"
C86	31.42'	20.00'	28.28'	S43°52'39"E	90°00'00"
C87	31.42'	20.00'	28.28'	N46°07'21"E	90°00'00"
C88	31.40'	20.00'	28.27'	S43°53'47"E	89°57'44"
C89	31.47'	20.00'	28.32'	S46°02'32"W	90°09'38"
C90	31.42'	20.00'	28.28'	N43°52'39"W	90°00'00"

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C91	31.11'	20.00'	28.07'	S45°41'15"W	89°07'49"
C92	31.72'	20.00'	28.50'	S44°18'45"E	90°52'11"
C93	31.42'	20.00'	28.28'	S46°07'21"W	90°00'00"
C94	31.42'	20.00'	28.28'	N43°52'39"W	90°00'00"
C95	31.11'	20.00'	28.07'	N45°41'15"E	89°07'49"
C96	31.72'	20.00'	28.50'	S44°18'45"E	90°52'11"
C97	31.11'	20.00'	28.07'	N45°41'15"E	89°07'49"
C98	31.72'	20.00'	28.50'	S44°18'45"E	90°52'11"
C99	31.42'	20.00'	28.28'	S46°07'21"W	90°00'00"
C100	31.42'	20.00'	28.28'	S43°52'39"E	90°00'00"
C101	31.42'	20.00'	28.28'	S46°07'21"W	90°00'00"
C102	31.42'	20.00'	28.28'	N43°52'39"W	90°00'00"
C103	22.13'	50.00'	21.95'	S77°34'19"W	25°21'42"
C104	2.36'	65.00'	2.36'	S65°55'51"W	2°04'46"
C105	49.18'	65.00'	48.02'	S88°38'52"W	43°21'15"
C106	53.12'	65.00'	51.65'	N20°43'51"W	46°49'29"
C107	30.54'	65.00'	30.26'	N16°08'36"E	26°55'26"
C108	19.81'	50.00'	19.68'	N18°15'11"E	22°42'17"
C109	5.19'	50.00'	5.19'	N3°55'34"E	5°56'56"
C110	23.56'	15.00'	21.21'	N44°02'54"W	90°00'00"

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C111	47.49'	30.00'	42.68'	S44°23'52"E	90°41'57"
C112	23.33'	15.00'	21.05'	N45°41'15"E	89°07'49"
C113	23.56'	15.00'	21.21'	S43°52'39"E	90°00'00"
C114	23.56'	15.00'	21.21'	N46°07'21"E	90°00'00"
C115	23.56'	15.00'	21.21'	N43°52'39"W	90°00'00"
C116	23.56'	15.00'	21.21'	S46°07'21"W	90°00'00"
C117	562.06'	762.00'	549.40'	N67°47'50"W	42°15'43"
C117	23.56'	15.00'	21.21'	S43°52'39"E	90°00'00"
C118	23.56'	15.00'	21.21'	N46°07'21"E	90°00'00"
C119	23.56'	15.00'	21.21'	N43°52'39"W	90°00'00"
C120	23.33'	15.00'	21.05'	N45°41'15"E	89°07'49"
C121	23.79'	15.00'	21.37'	S44°18'45"E	90°52'11"
C122	23.56'	15.00'	21.21'	S46°07'21"W	90°00'00"
C124	31.72'	20.00'	28.50'	N44°18'45"W	90°52'11"
C124	23.56'	15.00'	21.21'	S46°07'21"W	90°00'00"
C125	23.56'	15.00'	21.21'	N43°52'39"W	90°00'00"
C126	23.56'	15.00'	21.21'	N46°07'21"E	90°00'00"
C127	23.56'	15.00'	21.21'	S43°52'39"E	90°00'00"
C128	23.56'	15.00'	21.21'	S46°07'21"W	90°00'00"
C129	23.56'	15.00'	21.21'	N43°52'39"W	90°00'00"

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C130	31.42'	20.00'	28.28'	N46°07'21"E	90°00'00"
C131	23.56'	15.00'	21.21'	N43°52'39"W	90°00'00"
C132	2.61'	50.00'	2.61'	S87°23'05"E	2°59'09"
C133	37.78'	65.00'	37.25'	N89°58'09"E	33°18'11"
C134	23.93'	65.00'	23.79'	N62°46'21"E	21°05'26"
C135	39.97'	65.00'	39.34'	N34°36'42"E	35°13'53"
C136	49.42'	65.00'	48.24'	N4°47'15"W	43°34'00"
C137	26.51'	50.00'	26.20'	N14°14'18"W	30°22'48"
C138	23.56'	15.00'	21.21'	N45°57'06"E	90°00'00"
C139	88.13'	56.00'	79.31'	S46°02'14"W	90°10'15"
C141	606.99'	762.00'	591.07'	N69°29'12"W	45°38'26"
C141	24.19'	174.00'	24.17'	S19°30'29"E	7°57'55"
C142	562.06'	762.00'	549.40'	N67°47'50"W	42°15'43"
C142	64.24'	200.00'	63.96'	S10°13'32"W	18°24'09"
C143	606.99'	762.00'	591.07'	N69°29'12"W	45°38'26"
C144	851.91'	768.95'	809.00'	N9°17'14"E	63°28'38"
C145	851.91'	768.95'	809.00'	N9°17'14"E	63°28'38"
C149	64.24'	200.00'	63.96'	S10°13'32"W	18°24'09"
C154	243.94'	200.00'	229.10'	N53°56'10"W	69°52'59"
C160	64.24'	200.00'	63.96'	S10°13'32"W	18°24'09"

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C161	64.24'	200.00'	63.96'	S10°13'32"W	18°24'09"
C162	64.24'	200.00'	63.96'	S10°13'32"W	18°24'09"
C163	64.24'	200.00'	63.96'	S10°13'32"W	18°24'09"
C168	562.06'	762.00'	549.40'	N67°47'50"W	42°15'43"
C169	606.99'	762.00'	591.07'	N69°29'12"W	45°38'26"

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REVISIONS

NO	DESCRIPTION	DATE	BY

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

PRELIMINARY PLAT FOR:

SAND HOLLOW MESA, NEIGHBORHOOD 6

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE	5/5/2025
SCALE	1"=80'
JOB NO.	378-002

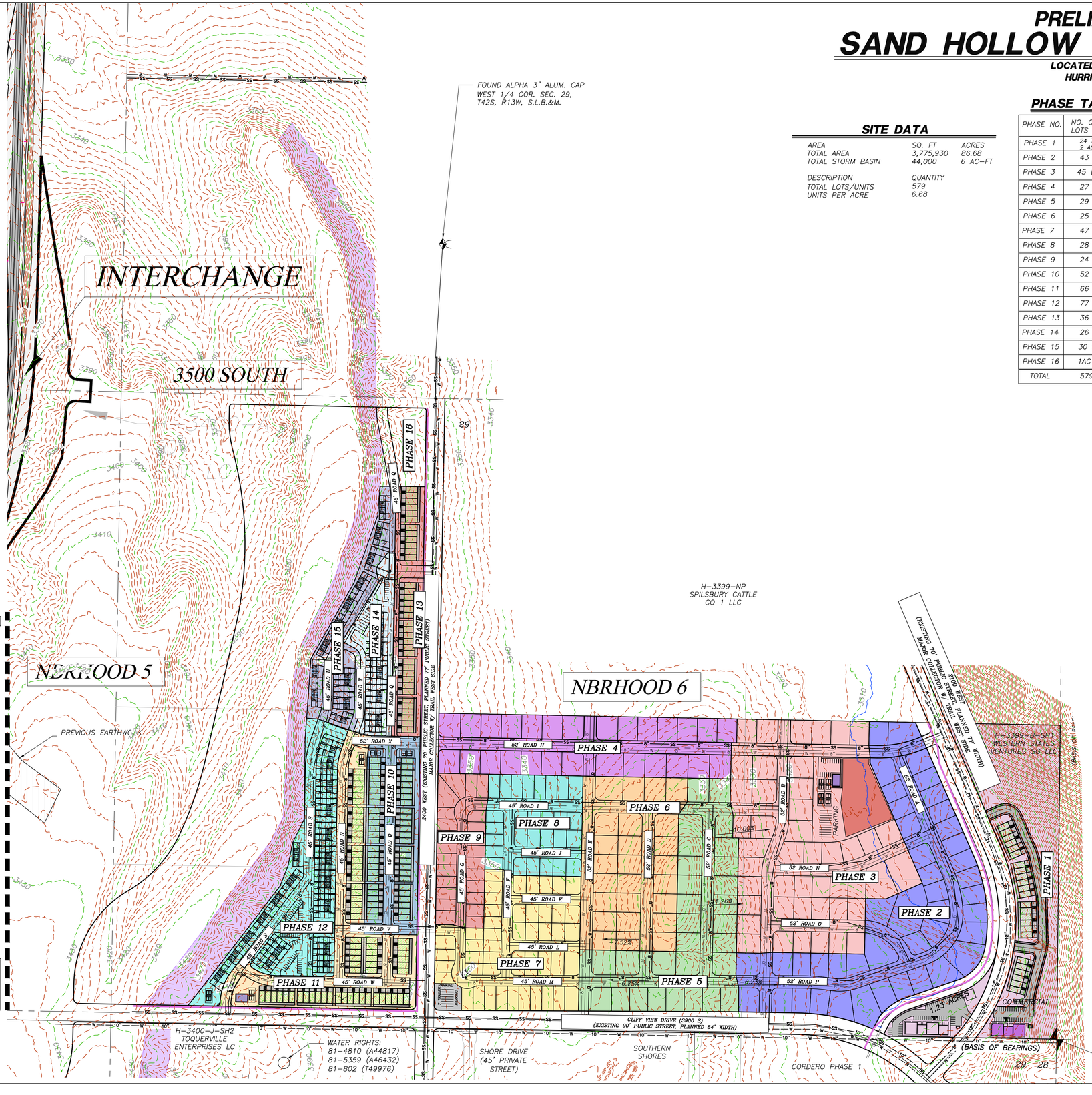
SHEET NO:

2 OF 12

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT MARCH 21 2025.DWG

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



SITE DATA

AREA	SQ. FT	ACRES
TOTAL AREA	3,775,930	86.68
TOTAL STORM BASIN	44,000	6 AC-FT
DESCRIPTION	QUANTITY	
TOTAL LOTS/UNITS	579	
UNITS PER ACRE	6.68	

PHASE TABLE

PHASE NO.	NO. OF. LOTS OR UNITS
PHASE 1	24 TOWNHOMES 2 AC COMMERCIAL
PHASE 2	43 LOTS
PHASE 3	45 LOTS + PARK
PHASE 4	27 LOTS
PHASE 5	29 LOTS
PHASE 6	25 LOTS
PHASE 7	47 LOTS
PHASE 8	28 LOTS
PHASE 9	24 LOTS
PHASE 10	52 TOWNHOMES
PHASE 11	66 TOWNHOMES
PHASE 12	77 CONDOS
PHASE 13	36 TOWNHOMES
PHASE 14	26 CONDOS
PHASE 15	30 CONDOS
PHASE 16	1AC COMMERCIAL
TOTAL	579

LEGEND

- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- PROPOSED WATER LINE (SIZE SHOWN)
- PROPOSED SEWER LINE (SIZE SHOWN)
- PHASE LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- EXISTING STORM DRAIN LINE
- TRAIL LINE

N
W E
S
200 0 200
SCALE IN FEET

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

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE	5/5/2025
SCALE	1"=100'
JOB NO.	378-002
SHEET NO:	**3 OF 12**

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT MARCH 21 2025.DWG

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

PHASE TABLE

PHASE NO.	NO. OF LOTS OR UNITS
PHASE 1	24 TOWNHOMES 2 AC COMMERCIAL
PHASE 2	43 LOTS
PHASE 3	45 LOTS + PARK
PHASE 4	27 LOTS
PHASE 5	29 LOTS
PHASE 6	25 LOTS
PHASE 7	47 LOTS
PHASE 8	28 LOTS
PHASE 9	24 LOTS
PHASE 10	52 TOWNHOMES
PHASE 11	66 TOWNHOMES
PHASE 12	77 CONDOS
PHASE 13	36 TOWNHOMES
PHASE 14	26 CONDOS
PHASE 15	30 CONDOS
PHASE 16	1AC COMMERCIAL
TOTAL	579

SITE DATA

	SQ. FT	ACRES
AREA		
TOTAL AREA	3,775,930	86.68
TOTAL STORM BASIN	44,000	6.00 AC-FT

DESCRIPTION	QUANTITY
TOTAL LOTS/UNITS	579
UNITS PER ACRE	6.68

LEGEND

- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- PROPOSED WATER LINE (SIZE SHOWN)
- PROPOSED SEWER LINE (SIZE SHOWN)
- PHASE LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- EXISTING STORM DRAIN LINE
- 12' TRAIL

N / W / E / S

100 0 100
SCALE IN FEET

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Phone: 435-668-5307

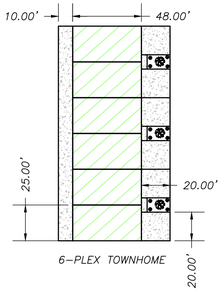
PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

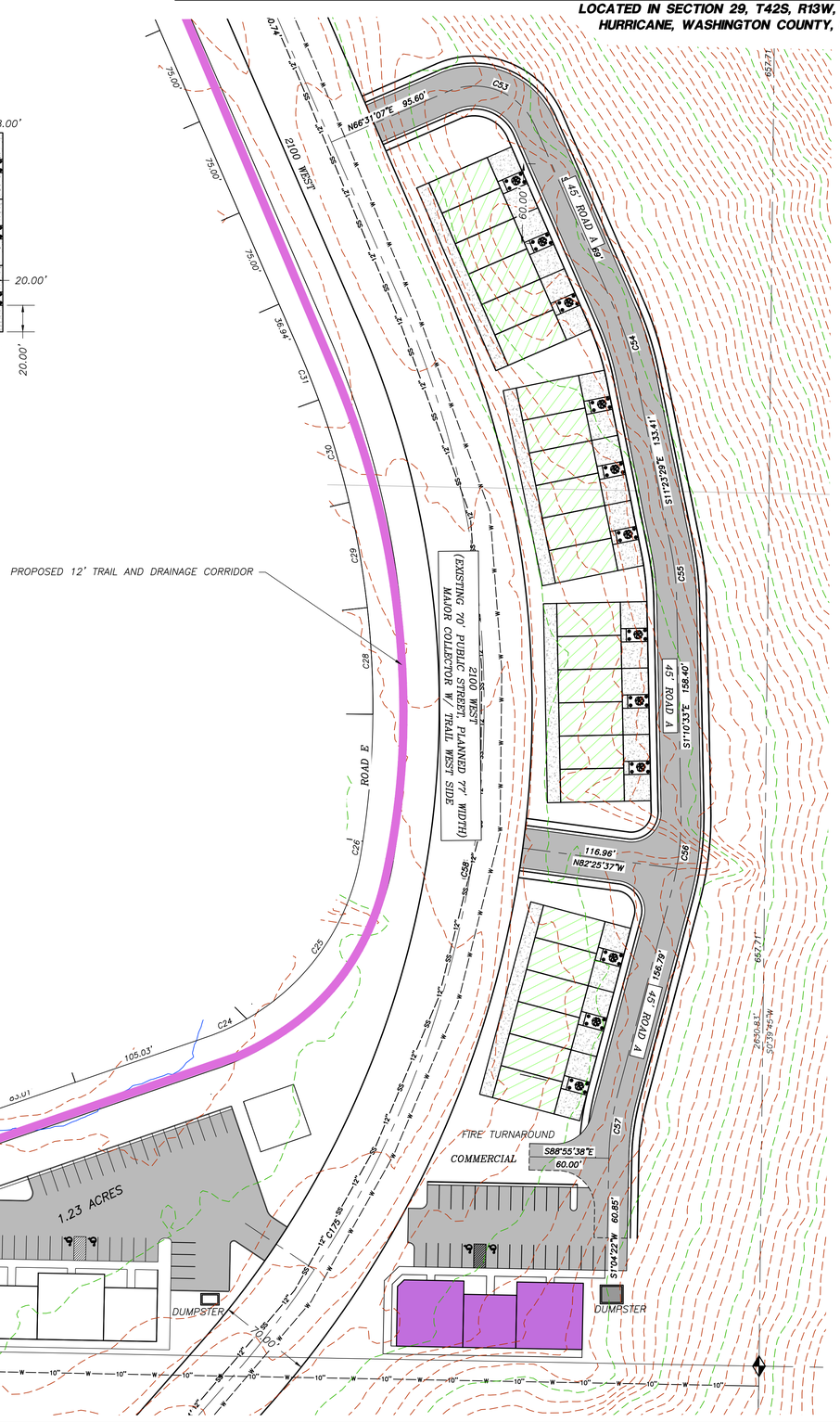
DATE	5/5/2025
SCALE	1"=100'
JOB NO.	378-002
SHEET NO:	4 OF 12

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT MARCH 21 2025.DWG

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PHASE 1

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

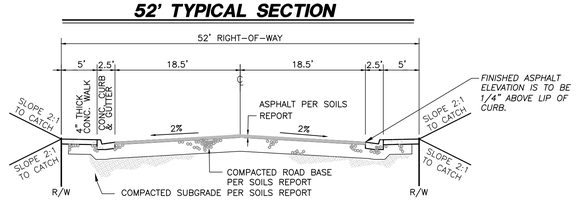




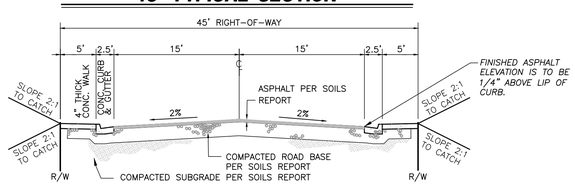
PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PHASE 2

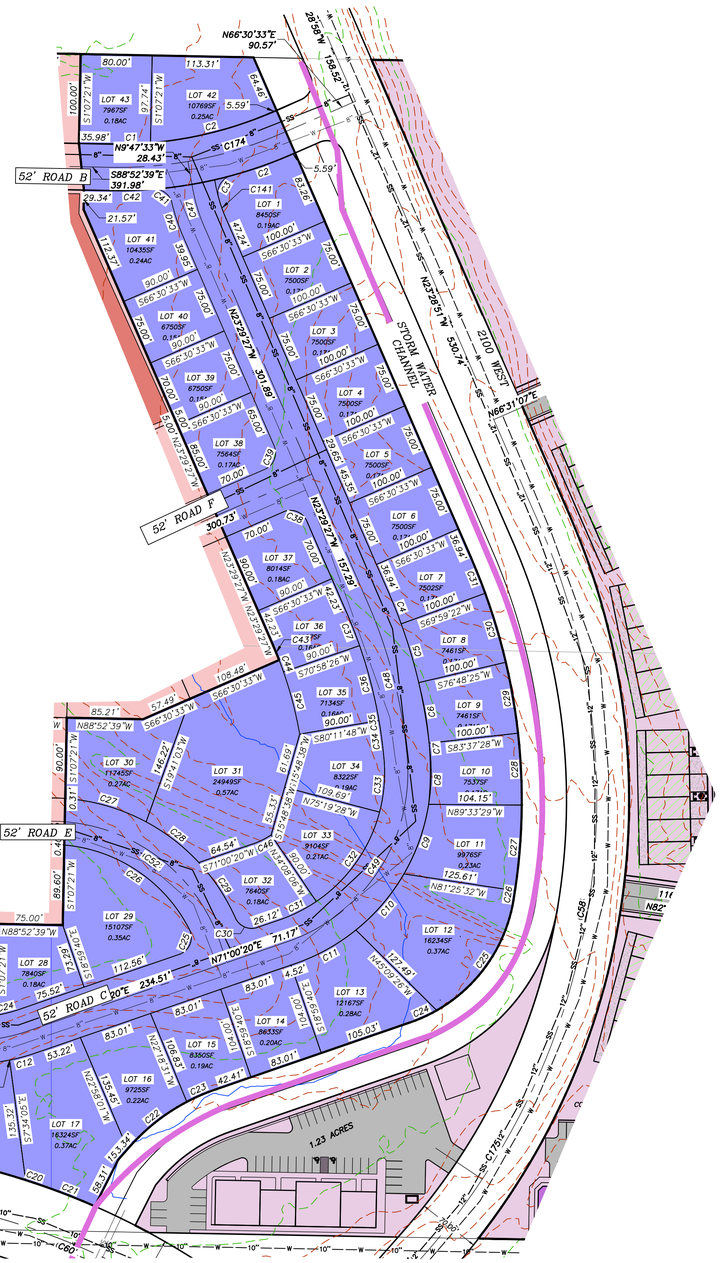
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

52' TYPICAL SECTION



45' TYPICAL SECTION



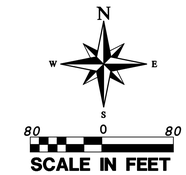


LEGEND

- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- PROPOSED WATER LINE(SIZE SHOWN)
- PROPOSED SEWER LINE (SIZE SHOWN)
- PHASE LINE
- 10' PUBLIC UTILITY EASEMENT LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- TRAIL LINE

LOTS

PHASE 2 LOTS		
LOT #	AREA, SQ. FT.	AREA, ACRES
1	8450	0.19
2	7500	0.17
3	7500	0.17
4	7500	0.17
5	7500	0.17
6	7500	0.17
7	7502	0.17
8	7461	0.17
9	7461	0.17
10	7537	0.17
11	9976	0.23
12	16234	0.37
13	12167	0.28
14	8633	0.2
15	8350	0.19
16	9725	0.22
17	16324	0.37
18	11462	0.26
19	8205	0.19
20	8019	0.18
21	8680	0.2
22	8670	0.2
23	9355	0.21
24	8146	0.19
25	7190	0.17
26	7365	0.17
27	7805	0.18
28	7840	0.18
29	15107	0.35
30	11745	0.27
31	24949	0.57
32	7640	0.18
33	9104	0.21
34	8322	0.19
35	7134	0.16
36	6987	0.16
37	8014	0.18
38	7564	0.17
39	6750	0.15
40	6750	0.15
41	10435	0.24
42	10769	0.25
43	7967	0.18



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	REVISIONS		

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20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: 435-668-8307

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PH 2

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE	5/5/2025
SCALE	1"=80'
JOB NO.	378-002
SHEET NO:	**6 OF 12**

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT MARCH 21 2025.DWG

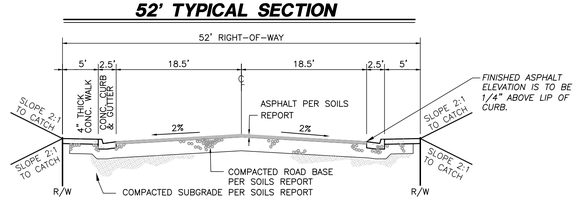
PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PHASE 3

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

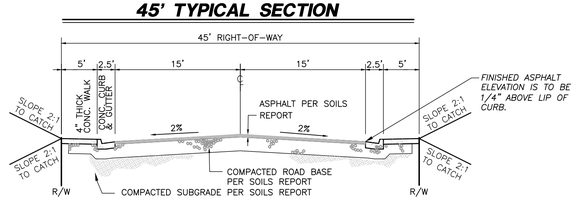
LEGEND

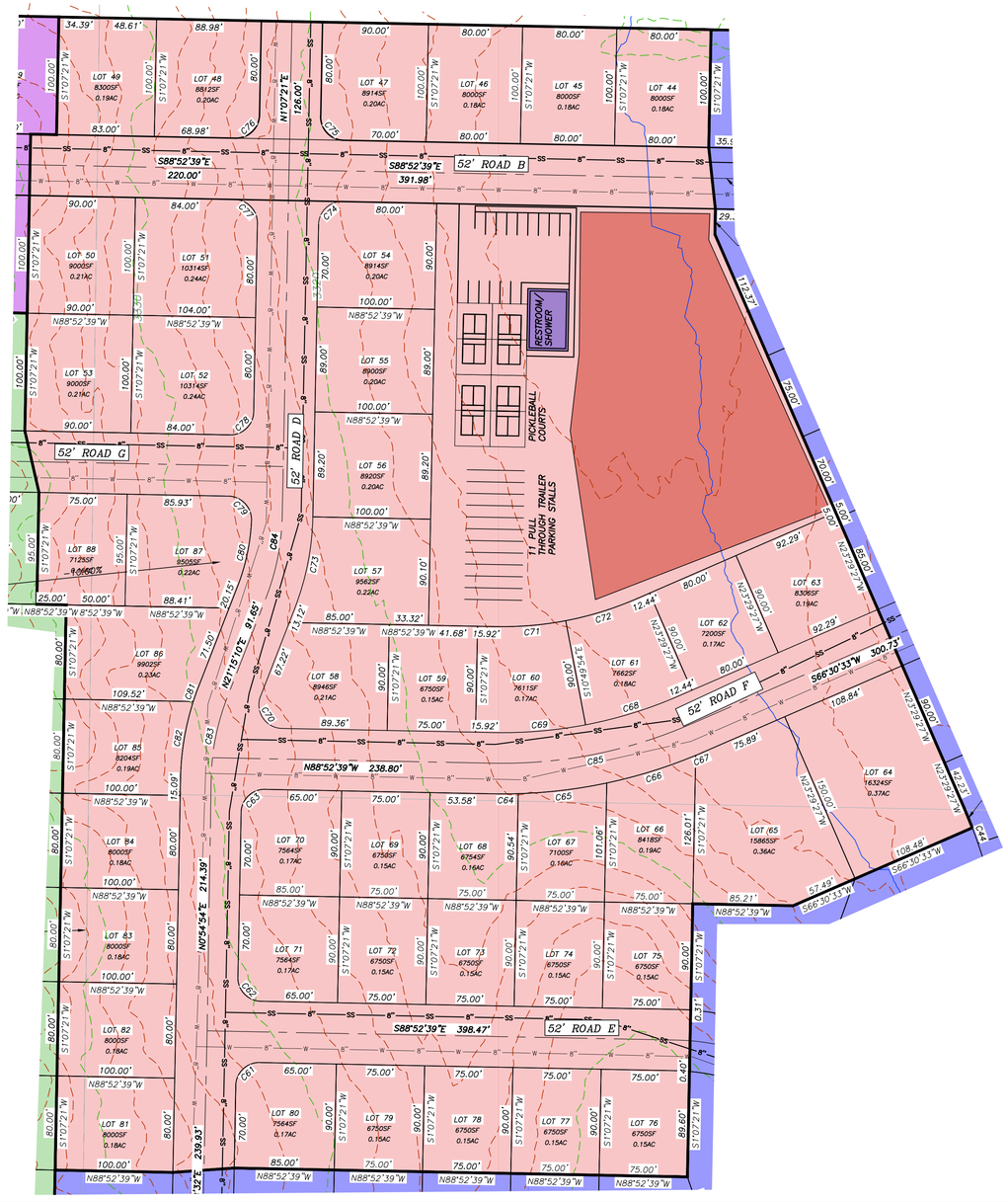
- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- PROPOSED WATER LINE(SIZE SHOWN)
- PROPOSED SEWER LINE (SIZE SHOWN)
- PHASE LINE
- 10' PUBLIC UTILITY EASEMENT LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- TRAIL LINE

52' TYPICAL SECTION



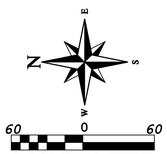
45' TYPICAL SECTION





LOTS

PHASE 3 LOTS		
LOT #	AREA, SQ. FT.	AREA, ACRES
44	8000	0.18
45	8000	0.18
46	8000	0.18
47	8914	0.2
48	8812	0.2
49	8300	0.19
50	9000	0.21
51	10314	0.24
52	10314	0.24
53	9000	0.21
54	8914	0.2
55	8900	0.2
56	8920	0.2
57	9562	0.22
58	8946	0.21
59	6750	0.15
60	7611	0.17
61	7662	0.18
62	7200	0.17
63	8306	0.19
64	16324	0.37
65	15865	0.36
66	8418	0.19
67	7100	0.16
68	6754	0.16
69	6750	0.15
70	7564	0.17
71	7564	0.17
72	6750	0.15
73	6750	0.15
74	6750	0.15
75	6750	0.15
76	6750	0.15
77	6750	0.15
78	6750	0.15
79	6750	0.15
80	7564	0.17
81	8000	0.18
82	8000	0.18
83	8000	0.18
84	8000	0.18
85	8204	0.19
86	9902	0.23
87	9505	0.22
88	7125	0.16



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

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PH 3

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

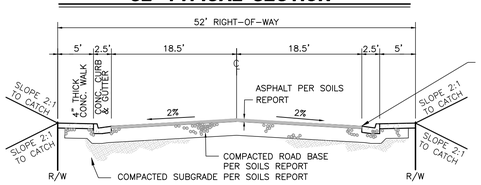
DATE	5/5/2025
SCALE	1"=60'
JOB NO.	378-002
SHEET NO:	**7 OF 12**

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT MARCH 21 2025.DWG

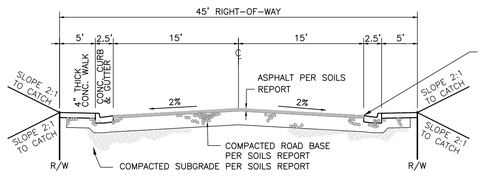
PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PHASE 4

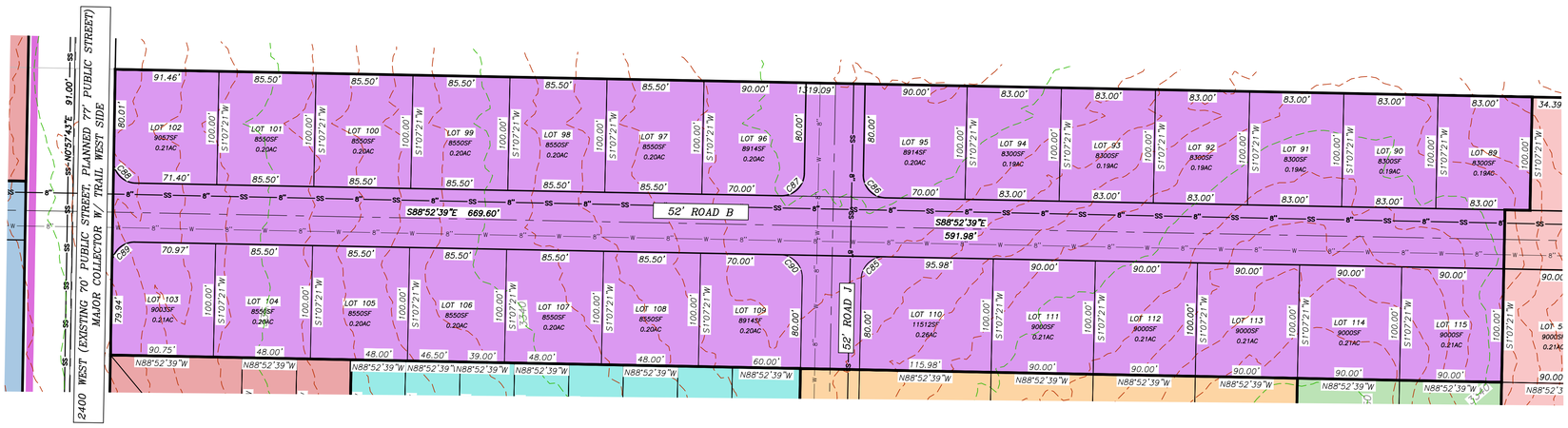
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

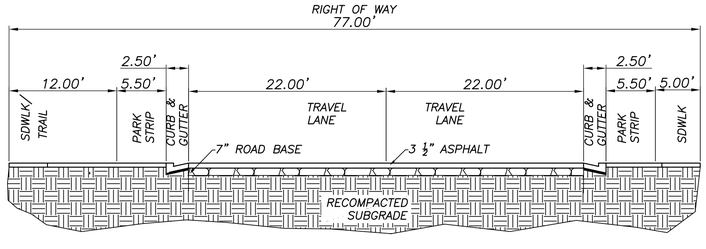
52' TYPICAL SECTION



45' TYPICAL SECTION

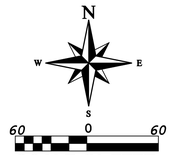






77' TYPICAL SECTION

N.T.S



LEGEND

- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- PROPOSED WATER LINE(SIZE SHOWN)
- PROPOSED SEWER LINE (SIZE SHOWN)
- PHASE LINE
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- EXISTING WATER LINE
- TRAIL LINE

UNITS

PHASE 4 LOTS		
LOT #	AREA, SQ. FT.	AREA, ACRES
89	8300	0.19
90	8300	0.19
91	8300	0.19
92	8300	0.19
93	8300	0.19
94	8300	0.19
95	8914	0.2
96	8914	0.2
97	8550	0.2
98	8550	0.2
99	8550	0.2
100	8550	0.2
101	8550	0.2
102	9057	0.21
103	9003	0.21
104	8550	0.2
105	8550	0.2
106	8550	0.2
107	8550	0.2
108	8550	0.2
109	8914	0.2
110	11512	0.26
111	9000	0.21
112	9000	0.21
113	9000	0.21
114	9000	0.21
115	9000	0.21

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20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: 435-668-8307

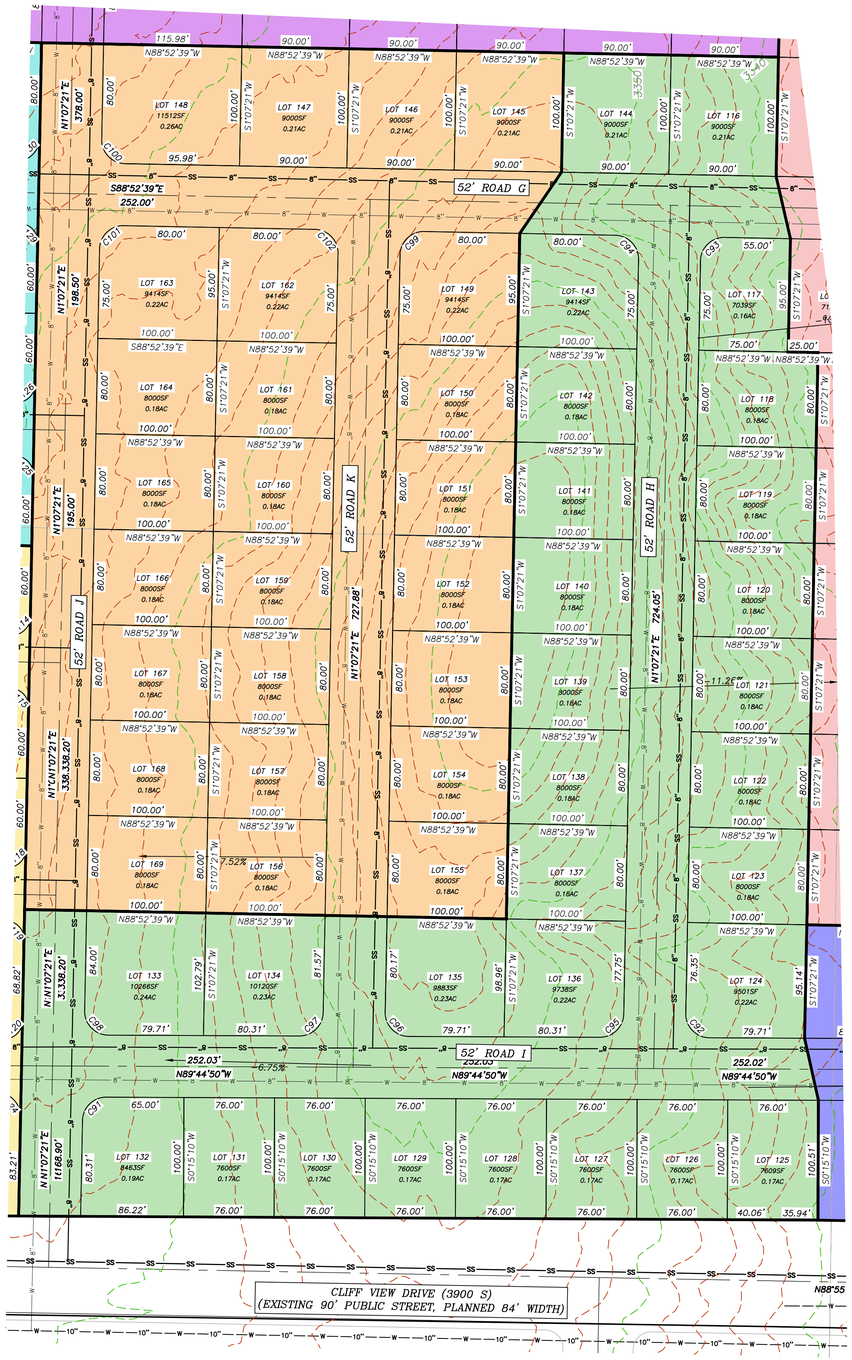
PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PH 4
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE	5/5/2025
SCALE	1"=60'
JOB NO.	378-002
SHEET NO:	**8 OF 12**

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT MARCH 21 2025.DWG

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PHASE 5 & 6

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



UNITS

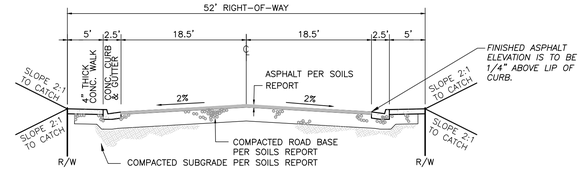
PHASE 5 LOTS		
LOT#	AREA, SQ. FT.	AREA, ACRES
116	9000	0.21
117	7039	0.16
118	8000	0.18
119	8000	0.18
120	8000	0.18
121	8000	0.18
122	8000	0.18
123	8000	0.18
124	9501	0.22
125	7609	0.17
126	7600	0.17
127	7600	0.17
128	7600	0.17
129	7600	0.17
130	7600	0.17
131	7600	0.17
132	8463	0.19
133	10266	0.24
134	10120	0.23
135	9883	0.23
136	9738	0.22
137	8000	0.18
138	8000	0.18
139	8000	0.18
140	8000	0.18
141	8000	0.18
142	8000	0.18
143	9414	0.22
144	9000	0.21

PHASE 6 LOTS		
LOT#	AREA, SQ. FT.	AREA, ACRES
145	9000	0.21
146	9000	0.21
147	9000	0.21
148	11512	0.26
149	9414	0.22
150	8000	0.18
151	8000	0.18
152	8000	0.18
153	8000	0.18
154	8000	0.18
155	8000	0.18
156	8000	0.18
157	8000	0.18
158	8000	0.18
159	8000	0.18
160	8000	0.18
161	8000	0.18
162	9414	0.22
163	9414	0.22
164	8000	0.18
165	8000	0.18
166	8000	0.18
167	8000	0.18
168	8000	0.18
169	8000	0.18

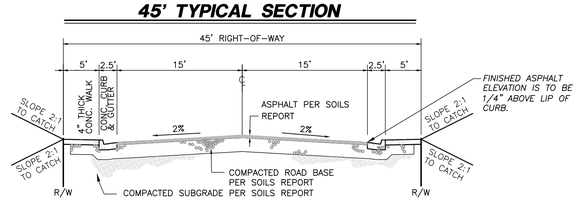
LEGEND

- RIGHT-OF-WAY LINE
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- PHASE LINE
- 10' PUBLIC UTILITY EASEMENT LINE
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- EXISTING WATER LINE
- TRAIL LINE

52' TYPICAL SECTION



45' TYPICAL SECTION



N
W E
S
60 0 60
SCALE IN FEET

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	REVISIONS		

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ENGINEERS - LAND SURVEYORS - LAND PLANNERS
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: 435-668-8307

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PH 5&6

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE	5/5/2025
SCALE	1"=60'
JOB NO.	378-002
SHEET NO:	**9 OF 12**

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT MARCH 21 2025.DWG

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PHASE 7-9

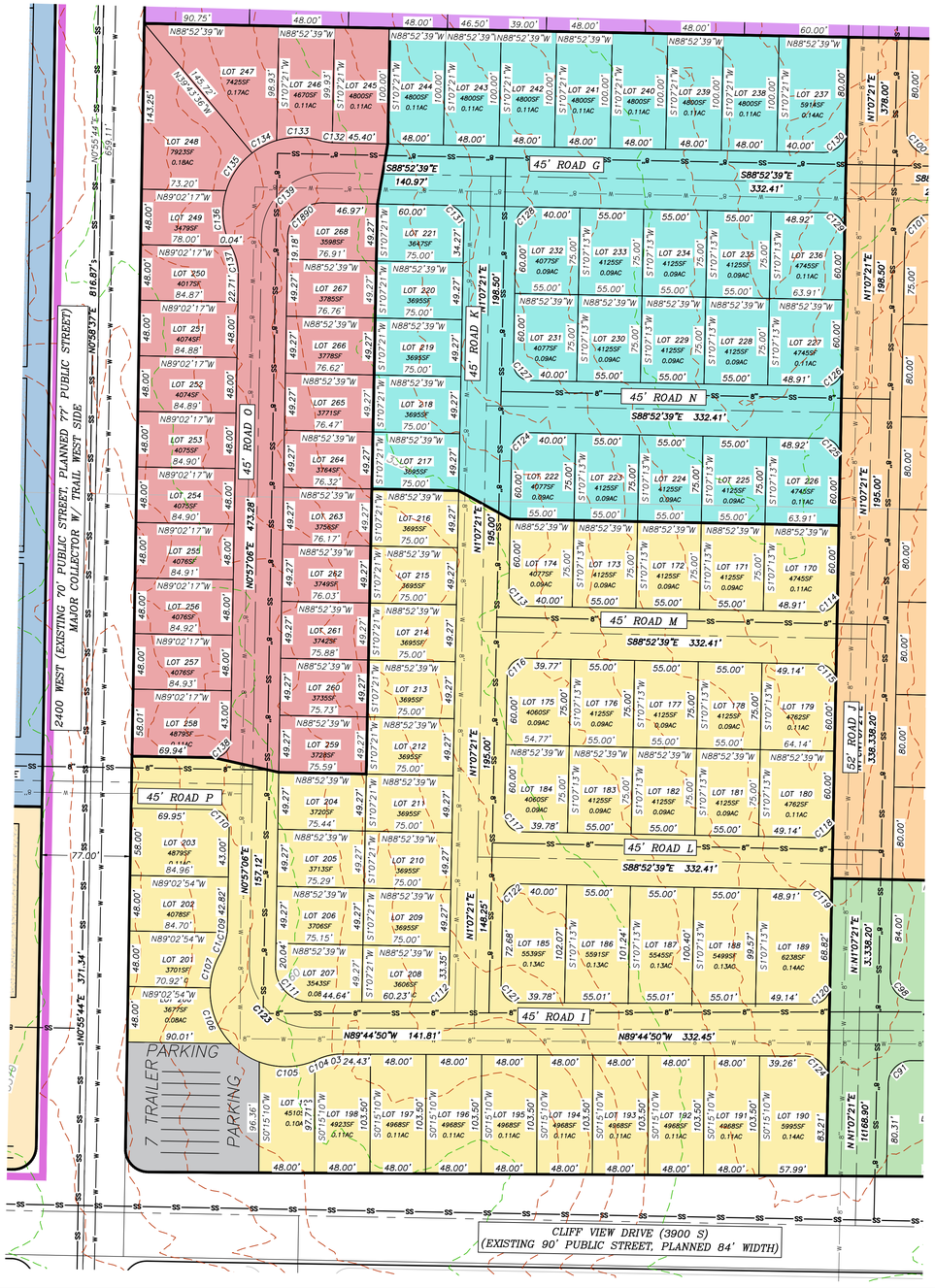
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

UNITS

PHASE 7 LOTS		
LOT #	AREA, SQ. FT.	AREA, ACRES
170	4745	0.11
171	4125	0.09
172	4125	0.09
173	4125	0.09
174	4077	0.09
175	4060	0.09
176	4125	0.09
177	4125	0.09
178	4125	0.09
179	4762	0.11
180	4762	0.11
181	4125	0.09
182	4125	0.09
183	4125	0.09
184	4060	0.09
185	5539	0.13
186	5991	0.13
187	5545	0.13
188	5499	0.13
189	6238	0.14
190	5995	0.14
191	4968	0.11
192	4968	0.11
193	4968	0.11
194	4968	0.11
195	4968	0.11
196	4968	0.11
197	4968	0.11
198	4923	0.11
199	4510	0.1
200	3677	0.08
201	3701	0.08
202	4078	0.09
203	4879	0.11
204	3720	0.09
205	3713	0.09
206	3706	0.09
207	3543	0.08
208	3606	0.08
209	3695	0.08
210	3695	0.08
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213	3695	0.08
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215	3695	0.08
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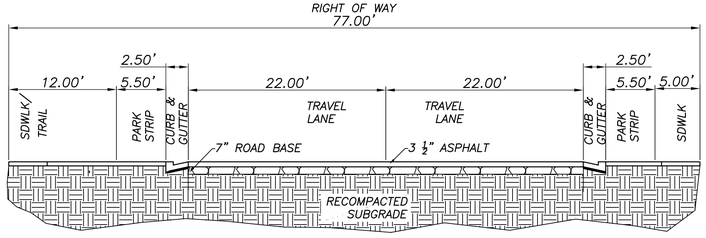
PHASE 8 LOTS		
LOT #	AREA, SQ. FT.	AREA, ACRES
217	3695	0.08
218	3695	0.08
219	3695	0.08
220	3695	0.08
221	3647	0.08
222	4077	0.09
223	4125	0.09
224	4125	0.09
225	4125	0.09
226	4745	0.11
227	4745	0.11
228	4125	0.09
229	4125	0.09
230	4125	0.09
231	4077	0.09
232	4077	0.09
233	4125	0.09
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236	4745	0.11
237	5914	0.14
238	4800	0.11
239	4800	0.11
240	4800	0.11
241	4800	0.11
242	4800	0.11
243	4800	0.11
244	4800	0.11

PHASE 9 LOTS		
LOT #	AREA, SQ. FT.	AREA, ACRES
245	4800	0.11
246	4670	0.11
247	7425	0.17
248	7923	0.18
249	3479	0.08
250	4017	0.09
251	4074	0.09
252	4074	0.09
253	4075	0.09
254	4075	0.09
255	4076	0.09
256	4076	0.09
257	4076	0.09
258	4879	0.11
259	3728	0.09
260	3735	0.09
261	3742	0.09
262	3749	0.09
263	3756	0.09
264	3764	0.09
265	3771	0.09
266	3778	0.09
267	3785	0.09
268	3598	0.08



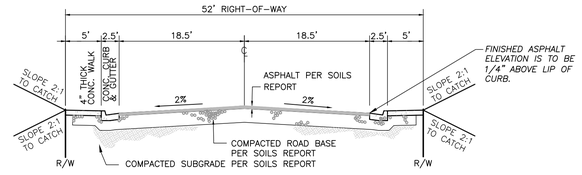
LEGEND

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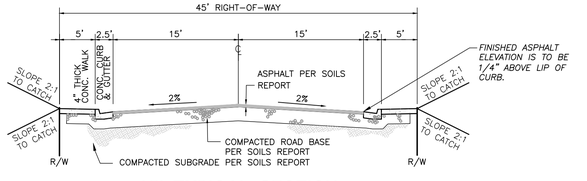


77' TYPICAL SECTION

N.T.S



52' TYPICAL SECTION



45' TYPICAL SECTION

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NO	DESCRIPTION	DATE	BY
	REVISIONS		

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ENGINEERS - LAND SURVEYORS - LAND PLANNERS
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: 435-668-8307

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PH7-9
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE	5/5/2025
SCALE	1"=60'
JOB NO.	378-002
SHEET NO:	**10 OF 12**

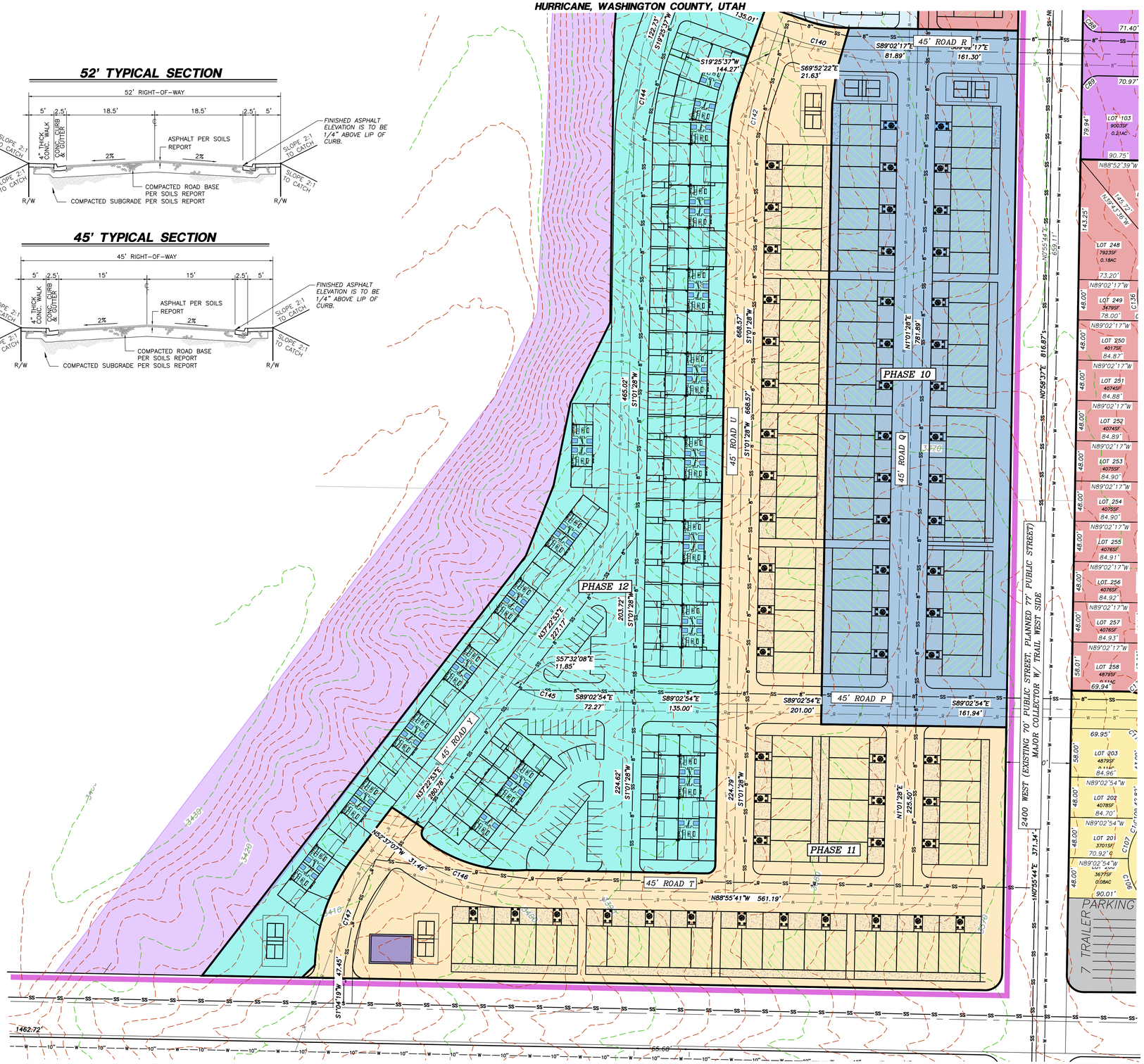
378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT MARCH 21 2025.DWG

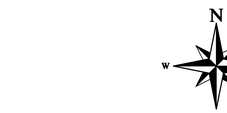
PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PHASE 10-12

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

52' TYPICAL SECTION

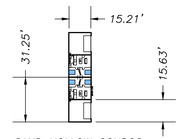
45' TYPICAL SECTION





LEGEND

- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
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Hurricane City, Utah 84737
Phone: 435-668-8307

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PH 10-12

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

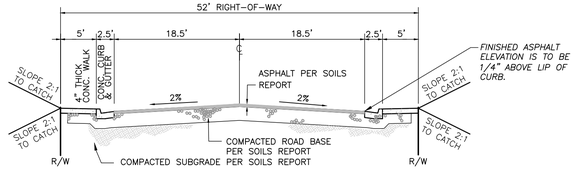
DATE	5/5/2025
SCALE	1"=60'
JOB NO.	378-002
SHEET NO:	**11 OF 12**

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT MARCH 21 2025.DWG

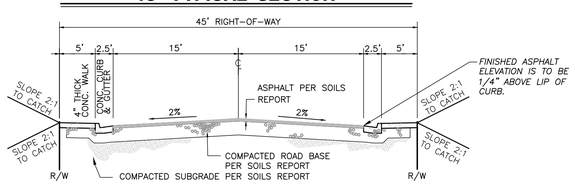
PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PHASE 13-15

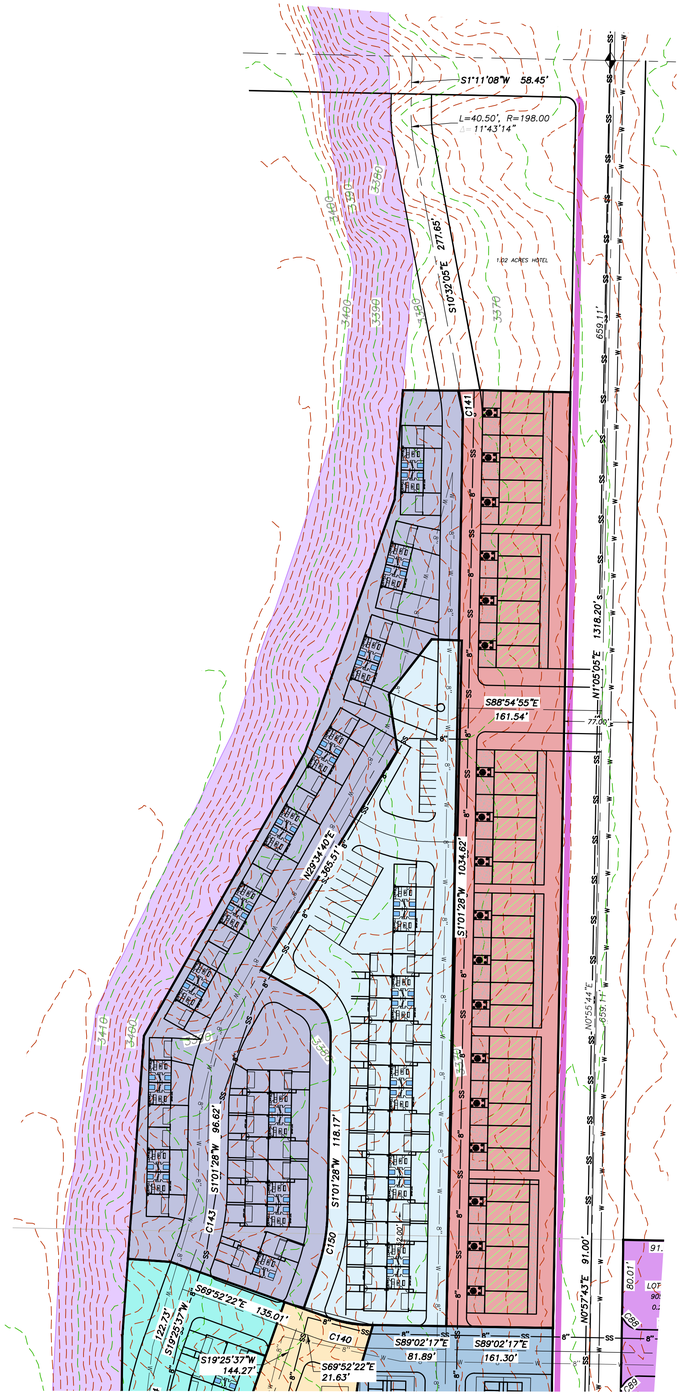
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

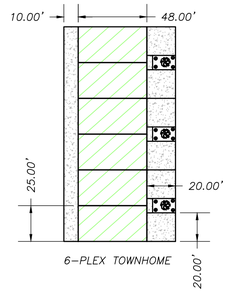
52' TYPICAL SECTION

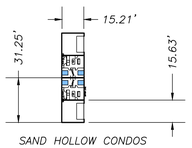


45' TYPICAL SECTION









LEGEND

- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- W PROPOSED WATER LINE(SIZE SHOWN)
- SS PROPOSED SEWER LINE (SIZE SHOWN)
- PHASE LINE
- 10' PUBLIC UTILITY EASEMENT LINE
- SS 12" EXISTING SEWER LINE
- W EXISTING WATER LINE
- TRAIL LINE

N
W E
S
80 0 80
SCALE IN FEET

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ENGINEERS - LAND SURVEYORS - LAND PLANNERS
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: 435-668-8307

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PH13-15
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE	5/5/2025
SCALE	1"=80'
JOB NO.	378-002
SHEET NO:	**12 OF 12**

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT MARCH 21 2025.DWG

SNELL
& WILMER

Wade R. Budge
O 801.257.1906 | F 801.257.1800
wbudge@swlaw.com

October 8, 2025

VIA EMAIL: DAYTON@HURRICANE.UTAH.GOV AND GARY@HURRICANE.UTAH.GOV
AND CERTIFIED MAIL

Mark Sampson
Planning Commission Chair
Hurricane Planning Commission
c/o Gary Cupp
147 N 870 W
Hurricane, UT 84737

Dayton Hall
City Attorney
Hurricane City
147 N 870 W
Hurricane, UT 84737

Gary Cupp
Planning Director
Hurricane City
147 N 870 W
Hurricane, UT 84737

Re: Preliminary Plat for Sand Hollow Mesa, Neighborhood 6, (the "Pending Application")

Gentlemen:

We write to clarify a few items. As you are aware, on June 30, 2025, we delivered a notice per Utah Code Section 10-9a-509.5 (1)(c) concerning any application deficiencies with the Pending Application. We received in response another copy of the City letter that was dated June 2, 2025 addressed to Karl Rasmussen, engineer for the project. We didn't receive anything else.

On August 27 we sent a follow up letter requesting action on the Pending Application within 45 days as allowed by Utah Code Section 10-9a-509.5(2). In that letter we asked for final action by the land use authority, and the form made reference to the planning commission. That was incorrect. Per Section 6 of the Development Agreement dated April 29, 2021, the planning commission does **not** have a role relative to subdivision plats such as the Pending Application. The land use authority for a "preliminary plat" is the city council with staff being the land use authority for the final plat. The precise quote is this: "*Preliminary subdivision plats for residential uses shall be reviewed and approved by the city council, with planning staff acting as*

the land use authority for any such final subdivision plat approval, consistent with Applicable Law." As such, we are rescinding the August 27, 2025 notice and providing, by this letter, a replacement notice, under Utah Code Section 10-9a-509.5(2), for the Pending Application to be heard by the City Council no later than 45 days from the date of this renewed letter — meaning no later than November 22, 2025.

Finally, we note that the City raised some new items in the materials submitted to us by the City planning staff on Monday, October 6. It also raised again items raised in June and that we had understood were resolved or would need to be addressed after preliminary plat approval. We will respond, by separate letter from Karl Rasmussen and from me, to those items so we can address any miscommunications on the status of submissions well in advance of the City Council meeting.

We trust that with this clarification that this matter will be removed from the planning commission's October 9 agenda. If that is incorrect, please advise immediately. Also, please let us know the date of the City Council meeting. We look forward to finalizing this Pending Application first with the Council and then the final plat(s) with the staff, per the Development Agreement.

Sincerely,

SNELL & WILMER L.L.P.

Wade R. Budge, P.C.

WRB

Cc: client

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of Ordinance 2025-20 to amend Title 10 Chapters 3, 12-17, 26, 34, 49, and 51 regarding transient lodging facilities. Land Use Code Amendment LUCA25-10.

Discussion: This is a “clean-up” ordinance to remove the definition of “bed and breakfast, inn” from the city code. The intention of previous code updates regarding transient lodging facilities, including Ordinance 2024-14, was to remove short-term rentals from commercial zones. “Bed and breakfast, inn” was still permitted and vaguely defined and should have been removed from the ordinance during that code change. No currently licensed bed and breakfast inns exist in the City. The Planning Commission held a public hearing on this item on October 9, 2025 and no comments were received. The Planning Commission discussed how no bed and breakfasts currently exist in Hurricane and how one could potentially still open as long as they met the standards of a "hotel". The Planning Commission voted unanimously to recommend approval of the ordinance to the City Council. --Fred Resch III

Findings:

Recommendation: Staff recommends approval.

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**10/09/2025 - Planning Commission**
Application Number:	LUCA25-10
Type of Application:	Land Use Code Amendment
Action Type:	Legislative
Applicant:	Hurricane City
Agent:	N/A
Request:	Amend Title 10, Chapter 3, 12-17, 26, 34, 49, and 51 regarding transient lodging facilities.
Recommendation:	Recommend approval to the City Council.
Report Prepared By:	Fred Resch III

Discussion:

This is a "clean-up" ordinance to remove the definition of "bed and breakfast, inn" from the city code. The intention of previous code updates regarding transient lodging facilities, including Ordinance 2024-14, was to remove short-term rentals from commercial zones. "Bed and breakfast, inn" was still permitted and vaguely defined and should have been removed from the ordinance during that code change. No currently licensed bed and breakfast inns exist in the City.

Recommendation:

Staff recommends the Planning Commission make a recommendation of approval to the City Council.

CHAPTER 10. TRANSIENT LODGING FACILITIES

Sec. 3-10-1. Definitions.

As used throughout this chapter, the following terms or phrases shall have the following meanings:

~~*Bed and breakfast, home* means a limited commercial activity within a residential structure where not more than four rooms may be rented to paying guests on a nightly basis and the breakfast meal is provided for in the rental rate pursuant to the requirements of title 10, chapter 51 of this Code in an owner occupied home.~~

~~*Bed and breakfast inn* means a commercial activity within a residential structure where five or more rooms may be rented to paying guests on a nightly basis and the breakfast meal is provided for in the rental rate pursuant to the requirements of title 10, chapter 51 of this Code.~~

Boarding house means a building with not more than five guestrooms, where, for compensation, meals are provided for not more than 15 persons.

Hostel means an establishment in which people are lodged for a single night or less than a week at a time, but excluding bed and breakfast, home; bed and breakfast inn; hotel; or motel.

Hotel means an establishment with or without fixed cooking facilities in individual rooms offering transient lodging accommodations to the general public, and which may provide additional services such as restaurants and meeting rooms.

Motel means any building or group of buildings containing sleeping rooms, with or without fixed cooking facilities, designed for temporary occupancy by tourists or transients.

Short term or vacation rental means a detached single-family dwelling unit used as a transient lodging facility.

Time period unit (timeshare) means a multi-unit project in which an annually recurring part or parts of a calendar year specified in the condominium declaration or other document as a period for which a physical unit is separately owned. Separate ownership is represented by shares in a corporation, a partnership interest, or any other individually owned transferable property right or interest.

Transient lodging facility means any establishment that receives payment in any form in exchange for the use of any unit for one to 30 days, including any hotel, motel, time period unit, hostel, boarding house, or vacation rental property~~, or bed and breakfast inn~~.

(Ord. 2015-2, 2-19-2015)

Sec. 3-10-2. Management.

Each ~~bed and breakfast inn,~~ boarding house, hostel, hotel, or motel must maintain an office on the premises in the charge and under the immediate supervision of a manager or attendant at all times. Such office shall remain continuously open and staffed whenever there are guests registered or present and whenever the facility is open to receive guests.

(Ord. 2015-2, 2-19-2015)

Sec. 3-10-3. Disclosure of available rooms.

Each transient lodging facility shall disclose to the business license officer the current number of rooms available and/or held out for public accommodation, or, in the case of vacation rentals, the total number of people the dwelling can safely accommodate:

A. At the time of initial licensure or license renewal; and

B. Within 72 hours of any change in the number of such available rooms or accommodation of guests.

(Ord. 2015-2, 2-19-2015)

Sec. 3-10-4. Display of license; guest register.

A. A current, valid business license shall be posted in a conspicuous place in each transient lodging facility.

B. A register of all guests shall be kept at all times on the transient lodging facility premises except vacation rentals. The guest register shall contain in ink the following information about each guest for which the transient lodging facility affords accommodations:

1. Name and permanent address.

2. Dates of arrival at the transient lodging facility and departure from the transient lodging facility.

3. License plate number, state of licensure, make, type and color of all motor vehicles.

4. Verification of a form of picture identification, including, but not limited to, driver's license, passport, or state issued identification card showing current name, address, and age of person registering and indicating which type of identification was verified and the identification number shown on said identification.

C. The guest register required by this section shall be kept current and shall be immediately available at all times for inspection upon the demand of police officers or City officials.

D. Vacation rental business license owners must keep an accurate register of all guests containing all the above information that can be provided upon the demand of police or emergency services personnel or City officials.

(Ord. 2015-2, 2-19-2015)

Sec. 3-10-5. Occupancy.

It shall be unlawful for any transient lodging facility unit to be occupied by a greater number of persons than that which it is designed or furnished to accommodate.

(Ord. 2015-2, 2-19-2015)

Sec. 3-10-6. Responsibility for minors.

No transient lodging facilities unit shall be rented, leased, or registered to any person under the age of 18 years. Each person to whom a lodging unit is rented, leased, or registered shall be responsible for any minors occupying such unit and shall remain on the transient lodging facility premises at all times while there are minors occupying such unit.

(Ord. 2015-2, 2-19-2015)

Sec. 3-10-7. Length of stay.

No person shall occupy any unit or combination of units at any one transient lodging facility for longer than 30 consecutive days, and no transient lodging facility shall permit any person to occupy any unit or combination of units on the facility premises for longer than 30 consecutive days. This section shall not apply to federal, state, or municipal law enforcement or emergency personnel, or to transient lodging facilities renting, leasing, or registering units to such personnel. Vacation rental properties may be occupied for longer than 30 days but must still comply with all vacation rental regulations.

(Ord. 2015-2, 2-19-2015)

Sec. 3-10-8. Sanitary facilities.

A. Each lodging unit held out for public accommodation must comply with the minimum rules established by the state department of health.

B. It shall be unlawful to rent, lease, or otherwise hold out for public accommodation any transient lodging facility unit which does not have:

    1. A complete operable bathroom, including flush toilet, sink, and bath or shower in working order; and

    2. For each guest, an adequate daily supply of at least the following sanitary supplies:

        a. Hot and cold running water.

        b. Soap.

        c. Towels.

        d. Toilet paper.

        e. Clean linen.

C. Each transient lodging facility shall be cleaned after the departure of each guest and before the arrival of any subsequent guest.

(Ord. 2015-2, 2-19-2015)

Sec. 3-10-9. Inspections.

Each transient lodging facility shall comply and cooperate with any fire, land use, Code enforcement, building, health, or other inspection conducted by municipal officials, with or without notice.

(Ord. 2015-2, 2-19-2015)

Sec. 3-10-10. Duty to report.

Any owner, manager, or attendant of any facility covered by this section shall report promptly to the proper authorities any violations of a municipal ordinance or any violation of law which he or she has reason to believe was or is being committed on the premises.

(Ord. 2015-2, 2-19-2015)

Sec. 3-10-11. Short term vacation rentals.

Regulations and restrictions imposed by this section are in recognition of the premise that a vacation rental provides lodging for a transient population that may or may not honor neighborhood mores or exhibit neighborly consideration to the same extent as permanent residents. Separation requirements listed in subsection B of this section and total license limits listed in subsection C of this section are based on a desire to maintain the overall residential character of neighborhoods and the purpose of single-family residential zones to promote safe locations for residential uses.

A. *Business license required.* No transient lodging facility shall be occupied or used as a short-term vacation rental until such time that the owner has obtained a business license issued in accordance with the provisions of this section. A current, valid business license shall be posted in a conspicuous place in each transient lodging facility.

B. *Conditions for issuance of a business license for a short-term vacation rental.* Business conditions shall be subject to the terms within this title and title 10, chapter 51 of this Code.

(Ord. 2016-04, 3-17-2016; Ord. 2016-07, 7-21-2016; Ord. 2017-01, 1-5-2017; Ord. 2017-13, 8-17-2017; Ord. No. 2021-06, 7-1-2021; Ord. No. 2022-62, 2-16-2023)

Sec. 3-10-12. Penalty; suspension or revocation of license.

In addition to the denial, suspension, revocation or refusal to renew a license as outlined in section 3-1-9 of this title, any licensee who shall operate a transient lodging facility in violation of this chapter, and/or any person designated by the licensee as the manager or person in charge of daily operation of said facility who shall permit or allow said facility to operate in violation of this chapter, shall be guilty of an infraction and shall be punished for each offense by a fine as provided in section 1-4-1 of this Code.

(Ord. 2015-2, 2-19-2015)

Sec. 10-3-4. - Definitions of words and phrases.

~~*Bed and breakfast, home* means a limited commercial activity within an owner occupied residential structure where not more than four sleeping rooms may be rented to paying guests on a nightly basis and the breakfast meal is provided for in the rental rate pursuant to the requirements of chapter 51 of this title.~~

~~*Bed and breakfast inn* means a commercial activity within a residential structure in a residential or a commercial zone in which rooms may be rented to paying guests on a nightly basis and the breakfast meal is provided as part of the accommodation pursuant to the requirements of this chapter.~~

Sec. 10-12-3. Uses allowed.

A. *Permitted and conditional uses.* Permitted and conditional uses allowed within agricultural zones shall be as set forth in table 10-12-1 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 10-12-1 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 10-12-1
PERMITTED AND CONDITIONAL USES ALLOWED IN AGRICULTURAL ZONES

Use	Zones				
	A-40	A-20	A-10	A-5	A-1
Agricultural uses:					
Accessory building	P	P	P	P	P
Agricultural business	P	P	P	P	P
Agricultural industry	P	P	P	P	C
Agriculture	P	P	P	P	P
Agriculture Residential	P	P	P	P	P
Agritourism	P	P	P	P	C
Animal specialties	P	P	P	P	C
Animals and fowl for recreation and family food production	P	P	P	P	P
Stable, private	P	P	P	P	P
Stable, public	P	P	P	P	C
Residential uses:					
Assisted living facility	P	P	P	P	N
Boarding house	N	N	N	N	N
Building, accessory	P	P	P	P	P
Dwelling, earth sheltered	P	P	P	P	P
Dwelling, multiple-family	N	N	N	N	N
Dwelling, single-family	P	P	P	P	P
Dwelling, single-family with single accessory dwelling unit	P	P	P	P	P
Dwelling, two-family	N	N	N	N	N
Guesthouse or casita	P	P	P	P	P
Home based business[2]	P	P	P	P	P
Manufactured home	P	P	P	P	P
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	N	N	N	N
Residential facility for elderly persons[1]	P	P	P	P	N
Residential facility for persons with a disability[1]	P	P	P	P	P
Residential facility for troubled youth	N	N	N	N	N

Residential hosting facility[4]	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	N	N	N	N
Bus terminal	N	N	N	N	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	N	N	N	N
Correctional facility	N	N	N	N	N
Cultural service	P	P	P	P	P
Golf course	N	N	N	N	N
Government Service	N	N	N	N	N
Hospital	N	N	N	N	N
Operations Center	N	N	N	N	N
Park	P	P	P	P	P
Post office	N	N	N	N	N
Protective service	P	P	P	P	P
Reception center	C	C	C	C	C
School, elementary, middle, or high	P	P	P	P	P
School, vocational	P	P	P	P	P
Utility, minor[5]	P	P	P	P	P
Utility, major[5]	P	P	P	P	P
Utility substation	N	N	N	N	N
Commercial uses:					
Agricultural sales and service	P	P	C	C	N
Animal hospital	P	P	P	P	P
Bail bond service	N	N	N	N	N
Bank or financial institution	N	N	N	N	N
~~Bed and breakfast inn~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~
Business equipment rental, services, and supplies	N	N	N	N	N
Car Wash	N	N	N	N	N
Child care center	N	N	N	N	N
Club, private	N	N	N	N	N
Construction sales and service	N	N	N	N	N
Convenience store	N	N	N	N	N
Farm stand[3]	P	P	P	P	P
Funeral home	N	N	N	N	N
Garden center	P	P	P	P	P
Gasoline service station	N	N	N	N	N
Gas and fuel, storage and sales	N	N	N	N	N
Hostel	N	N	N	N	N
Hotel	N	N	N	N	N
Kennel, commercial	N	N	N	N	N

Laundry or dry cleaning, limited	N	N	N	N	N
Licensed family child care[2]	P	P	P	P	P
Liquor store	N	N	N	N	N
Media service	N	N	N	N	N
Medical or dental laboratory	N	N	N	N	N
Medical service	N	N	N	N	N
Motel	N	N	N	N	N
Office, general	N	N	N	N	N
Parking garage, public	N	N	N	N	N
Parking lot, public	N	N	N	N	N
Pawnshop	N	N	N	N	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	N	N	N	N	N
Printing, general	N	N	N	N	N
Produce stand	P	P	P	P	P
Recreation and entertainment, indoor	N	N	N	N	N
Recreation and entertainment, outdoor	N	N	N	N	N
Recreational vehicle park	N	N	N	N	N
Repair service	N	N	N	N	N
Research service	N	N	N	N	N
Residential certificate child care[2]	P	P	P	P	P
Restaurant, fast food	N	N	N	N	N
Restaurant, general	N	N	N	N	N
Retail, general	N	N	N	N	N
Secondhand store	N	N	N	N	N
Shopping center	N	N	N	N	N
Short-term rental	N	N	N	N	N
Tattoo establishment	N	N	N	N	N
Tavern	N	N	N	N	N
Transportation service	N	N	N	N	N
Vehicle and equipment rental or sale	N	N	N	N	N
Vehicle and equipment repair, general	N	N	N	N	N
Vehicle repair, limited	N	N	N	N	N
Veterinary service	P	P	P	P	P
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	N	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	N	N	N	N	N

Notes:

1. See chapter 46 of this title.
2. See chapter 42 of this title.
3. 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.
4. See chapter 51 of this title.
5. See chapter 45 of this title.

B. *Accessory uses.* Permitted and conditional uses set forth in table 10-12-1 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 agricultural zones shall include, but are not limited to, the following:

   Garage sales, subject to applicable standards of chapter 48, temporary uses, of this title.

   Garages, carports, 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 applicable provision of this Code.

   Home based businesses, subject to applicable standards of chapter 42, home based businesses, of this title.

   Household pets.

   Keeping of machinery, livestock, and farming equipment as needed for agricultural use.

   Nurseries and greenhouses.

   Playhouses, patios, porches, gazebos, and incidental storage buildings.

   Produce stands.

   Swimming pools and hot tubs for use by residents and their guests.

   Temporary real estate offices, subject to applicable standards of chapter 48, temporary uses, of this title.

(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. 2020-03, 2-6-2020; Ord. No. 2022-61, 2-2-2023; Ord. No. 2024-06, 6-6-2024; Ord. No. 2024-12, 8-15-2024; Ord. No. 2025-08, 5-15-2025; Ord. No. 2028-15, 7-3-2025)

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. 10-26-3. Uses allowed.

All uses must be shown on a preliminary site plan presented with the application to change an area on the zoning map to recreation resort.

A. *Permitted uses.* Permitted uses allowed within the recreation resort zone are as follows:

1. Single and multiple dwelling unit residential, including condominium and townhouse complexes. Unit and/or complex owners may reside in the dwelling units or offer them for rent or lease either long term or short term.

2. Any commercial use related to the support or servicing of those uses referred to in subsection A1 of this section and the facilities related thereto including, but not limited to:

   Childcare facilities.

   Indoor and outdoor recreation facilities.

   On site property management.

   Personal care services.

   Professional office space related to property management.

   Restaurant and outdoor dining.

   Retail stores.

   Sales and rental offices.

3. Motel, hotel~~, bed and breakfast inn~~, or boarding house.

B. *Prohibited uses.* Any use not listed shall be prohibited unless the zoning administrator determines the use is substantially the same as a permitted or conditional use as provided in subsection 10-7-18E4 of this title.

C. *Accessory uses.* Permitted and conditional uses set forth above 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:

   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.

   Household pets.

   Nurseries and greenhouses, when used for resort landscape or food production.

   Playgrounds, patios, porches, gazebos, and incidental storage buildings in accordance with the approved site plan for the zone.

   Short term storage and parking areas and facilities for recreational vehicles, boats, and trailers which are incidental and otherwise related to other approved uses.

Swimming pools and hot tubs; tennis and other sport courts; clubhouses; and other common recreation or sport facilities for use by residents and their guests.

(Ord. No. 2021-09, 11-18-2021)

Sec. 10-34-10. Tables and figures.

A. *Off Street Parking Schedule.*

TABLE 10-34-1
OFF STREET PARKING SCHEDULE

Use type	Minimum standard	Notes/additional standard
Agricultural uses:		
Agricultural business	1 space per employee on highest employment shift	
Agricultural processing	1 space per employee on highest employment shift	
Residential uses:		
Assisted living facility	1 space per 5 beds	
Boarding house	1 space per tenant	
Dwelling, earth sheltered	2 spaces per dwelling unit	
Dwelling, multiple-family:		
Studio and 1 bedroom units	1.5 spaces per dwelling unit	
2 or more bedroom units	2 spaces per dwelling unit	
Dwelling, single-family	2 spaces per dwelling unit	
Dwelling, single-family with accessory dwelling unit	3 spaces	
Dwelling, temporary	2 spaces per dwelling unit	
Dwelling, two-family	2 spaces per dwelling unit	
~~Guesthouse~~	~~1 space per dwelling unit~~	
Manufactured home	2 spaces per dwelling unit	
Protective housing facility	1 space for every 4 residents, plus 1 space per employee on highest employment shift	
Rehabilitation/treatment facility	0.5 space per bed	
Residential facility for elderly or persons with a disability	1 space for every 4 residents, plus 1 space per employee on highest employment shift	

Residential facility for troubled youth	1 space for every 4 residents, plus 1 space per employee on highest employment shift	
Transitional housing facility	1 space for every 4 residents, plus 1 space per employee on highest employment shift	
Public and civic uses:		
Auditorium or stadium	1 space per 6 seats of total seating capacity, plus 1 space per 100 square feet of assembly area within the main auditorium where there are no fixed seats	Each 18 inches of bench space shall be considered as 1 seat
Bus terminal	Parking study required	See subsection 10-34-9F of this chapter
Cemetery	Parking study required	See subsection 10-34-9F of this chapter
Church or place of worship	1 space per 6 seats of total seating capacity, plus 1 space per 100 square feet of assembly area within the main auditorium where there are no fixed seats	Each 18 inches of bench space shall be considered as 1 seat
Club or service organization	1 space per 6 seats of total seating capacity, plus 1 space per 100 square feet of assembly area within the main auditorium where there are no fixed seats	Each 18 inches of bench space shall be considered as 1 seat
College or university	Parking study required	See subsection 10-34-9F of this chapter
Convalescent care facility	1 space per 4 beds, plus 1 space per employee on highest employment shift	
Correctional facility	Parking study required	See subsection 10-34-9F of this chapter
Cultural service	1 space per 300 square feet of gross floor area	
Golf course	4 spaces per hole, plus 1 space per driving range tee	Storage area for golf carts and maintenance vehicles shall be provided
Government service	1 space per 200 square feet of gross floor area	

Hospital	2 spaces per bed	
Operations center	4 spaces, plus 1 space per employee on highest employment shift	
Park	Parking study required	See subsection 10-34-9F of this chapter
Post office	2 spaces, plus 1 space per 200 square feet of gross floor area	Loading zone and storage area for mail vehicles shall be provided
Protective service	4 spaces, plus 1 space per employee on highest employment shift	
Reception center	1 space per 6 seats of total seating capacity, plus 1 space per 100 square feet of assembly area within the main auditorium where there are no fixed seats	
Riding academy or stable	Parking study required	See subsection 10-34-9F of this chapter
School, elementary, middle, high, and vocational	1 space per employee, plus 2 spaces per classroom and 1 space for every 3 students of driving age	
Utility, major	Parking study required	See subsection 10-34-9F of this chapter
Commercial uses:		
Agricultural sales and service	4 spaces, plus 1 space per employee on highest employment shift	Storage area for vehicles for sale or under repair shall be provided
Animal hospital	5 spaces per doctor	
Bail bond service	2 spaces, plus 1 space per 200 square feet of gross floor area	
Bank or financial institution	2 spaces, plus 1 space per 200 square feet of gross floor area	Plus stacking spaces per subsection 10-34-6D1 of this chapter
~~Bed and breakfast, home~~	~~1 space per guestroom, plus 2 spaces for host family~~	
~~Bed and breakfast inn~~	~~1 space per guestroom, plus 2 spaces for host family/proprietor~~	

Business equipment rental and supplies	1 space per 250 square feet of gross floor area	
Car wash	1 space per employee	Plus stacking spaces per subsection 10-34-6D2 of this chapter
Club, private	1 space per 100 square feet of gross floor area	10 spaces minimum
Construction sales and service	1 space per 250 square feet of gross floor area	Storage area for vehicles for sale or under repair shall be provided
Convenience store	1 space per 200 square feet of gross floor area	Minimum of 5 spaces
Daycare	4 spaces, plus 1 space per 500 square feet of gross floor area	
Family child daycare facility	1 space for every 5 children authorized	
Family child group care facility	1 space for every 5 children authorized	
Family child preschool facility	1 space for every 5 children authorized	
Family childcare facility	1 space per employee on highest employment shift, plus 1 space for every 5 children authorized	
Funeral home	5 spaces, plus 1 space per 35 square feet of assembly room floor area	
Garden center	1 space per 250 square feet of gross floor area, including outdoor display and sales area	
Gas and fuel, storage and sales	1 space per employee on highest employment shift	
Gasoline service station	1 space per 250 square feet of gross floor area	Plus stacking spaces per subsection 10-34-6D3 of this chapter
Hostel	2 spaces plus 1 space per living or sleeping unit	
Hotel	2 spaces plus 1 space per living or sleeping unit	
Kennel, commercial	1 space per 600 square feet of gross floor area	
Laundry or dry cleaning, limited	1 space per 250 square feet of gross floor area	
Liquor store	1 space per 250 square feet of gross floor area	
Media service	1 space per 250 square feet of gross floor area	

Medical or dental laboratory	2 spaces, plus 1 space per employee on highest employment shift	
Medical service	6 spaces per doctor	
Motel	2 spaces, plus 1 space per living or sleeping unit	
Office, general	1 space per 250 square feet of gross floor area	8 spaces minimum
Pawnshop	1 space per 250 square feet of gross floor area	5 spaces minimum
Personal care service	1 space per 250 square feet of gross floor area, plus 1 space per employee on highest employment shift	
Personal instruction service	0.50 space per person under maximum occupancy allowed by fire code, plus 1 space per employee on highest employment shift	
Printing and copying, limited	1 space per 250 square feet of gross floor area	5 spaces minimum
Printing, general	1 space per 250 square feet of retail or office area, plus 1 space for every 500 square feet of additional building area	
Produce stand	6 spaces	Exempt from landscaping and paving requirements
Recreation and entertainment, indoor:		
Bowling alley	5 spaces per alley, plus 2 spaces per billiard table	
Movie theater	1 space per 4 seats	
Tennis, handball and racquetball courts	3 spaces per court	
Other uses	1 space per 300 square feet of gross floor area	
Recreation and entertainment, outdoor	Parking study required	See subsection 10-34-9F of this chapter

Repair service	1 space per 250 square feet of retail or office area, plus 1 space for every 500 square feet of additional building area	
Research service	1 space per employee on highest employment shift	
Residential hosting facility	1 space per guestroom plus 2 spaces for host family	
Restaurant, fast food	1 space per 100 square feet of gross floor area	Plus stacking spaces per subsection 10-34-6D4 of this chapter
Restaurant, general	1 space per 100 square feet of gross floor area	10 spaces minimum
Retail, general	1 space per 250 square feet of gross floor area	
Secondhand store	1 space per 250 square feet of gross floor area	
Shopping center	1 space per 250 square feet of gross floor area, up to 500 spaces	For shopping centers containing more than 500 spaces, 1 space per 500 square feet of gross floor area
Tattoo establishment	1 space per 250 square feet of gross floor area	2 spaces minimum
Tavern	1 space per 100 square feet of gross floor area	10 spaces minimum
Transportation service	Parking study required	See subsection 10-34-9F of this chapter
Vehicle and equipment rental or sale	1 space per 250 square feet of gross floor area, plus 1 space for every 10 vehicles displayed	4 spaces minimum
Vehicle and equipment repair	1 space per 250 square feet of gross floor area	4 spaces minimum; separate storage area for vehicles under repair shall be provided
Veterinary service	5 spaces per doctor	
Warehouse, self-service storage	1 space per employee on highest employment shift	
Wireless telecommunication facility	None	
Industrial uses:		

Automobile wrecking yard	1 space per 1,000 square feet of gross floor area or 1 space per employee on highest shift, whichever is greater	
Freight terminal		
Heavy industry		
Junk or salvage yard		
Laundry services		
Manufacturing	1 space per 1,000 square feet of gross floor area or 1 space per employee on highest shift, whichever is greater	
Mineral extraction		
Wholesale and warehousing		

B. *Parking space and aisle dimensions.*

TABLE 10-34-2
PARKING SPACE AND AISLE DIMENSIONS (in feet)

Dimension factors							
A	B	C	D	E	F	G	H
Two-way aisle:							
90°	9	18	24	9	60	60	18
75°	9	20.3	24	9.5	64	55	18.7
60°	9	20.1	24	10.4	64.2	59.8	17.9
45°	9	19.1	24	12.7	62.2	55.8	15.9
One-way aisle:							
75°	9	20.3	17	9.5	57.6	54.4	18.7
60°	9	20.1	15	10.4	55.2	50.8	17.9
45°	9	19.1	13	12.7	51.2	44.8	15.9

C. *Parking space and aisle Illustration.*

FIGURE 10-34-1
PARKING SPACE AND AISLE ILLUSTRATION

[IMAGE]

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003; Ord. 2015-12, 12-17-2015; Ord. 2017-03, 1-19-2017; Ord. No. 2024-06, 6-6-2024)

Sec. 10-49-3. Conditional use permit required.

A. *Uses allowed.* The following uses may be established in a historic building located in any residential zone subject to the issuance of a conditional use permit pursuant to the requirements of this chapter and section 10-7-9 of this title:

~~Bed and breakfast inn.~~

Cultural service.

Office, general.

Personal care service.

Personal instruction service.

Reception center.

Restaurant, general.

Retail, general (antique store only).

B. *Additional conditional use permit criteria.* In addition to the requirements set forth in section 10-7-9 of this title, a conditional use permit for a use in a historic building shall not be approved unless the evidence presented establishes that the proposed use will conform to the development standards set forth in section 10-49-4 of this chapter.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

CHAPTER 51. TRANSIENT LODGING FACILITIES[1]

Sec. 10-51-1. Purpose.

The purpose of this chapter is to establish use and development regulations for transient lodging facilities to ensure their compatibility with adjoining uses, particularly when located in a residential zone.

(Ord. No. 2022-62, 2-16-2023)

Sec. 10-51-2. Definitions.

Terms and phrases used in this chapter are found in chapter 3 of this title.

(Ord. No. 2022-62, 2-16-2023)

Sec. 10-51-3. Management.

A. Each ~~bed and breakfast inn,~~ boarding house, hostel, hotel, or motel must maintain a management office on the premises at all times that is under the immediate supervision of a manager or attendant. The management office shall remain continuously open and staffed whenever guests are registered or present or when the facility is open to receive guests.

B. Residential hosting facilities shall be managed by the resident owner and meet accessory dwelling unit standards in title 10, chapter 41 of this Code.

(Ord. No. 2022-62, 2-16-2023; Ord. No. 2024-14, 11-21-2024)

Sec. 10-51-4. Disclosure of available rooms.

Each transient lodging facility shall disclose to the business license officer the current number of rooms available and/or held out for public accommodation, or, in the case of short-term rentals, the total number of people the dwelling can safely accommodate:

1. At the time of initial licensure or license renewal; and
2. Within 72 hours of any change in the number of such available rooms or accommodation of guests.

(Ord. No. 2022-62, 2-16-2023)

[1]Editor's note(s)—Ord. No. 2022-62, adopted February 16, 2023, repealed ch. 51, §§ 10-51-1—10-51-5, and enacted a new ch. 51 as set out herein and later amended. Former ch. 51 pertained to bed and breakfast and residential hosting facilities and derived from Ord. 2015-12, adopted December 17, 2015; Ord. 2017-14, adopted August 17, 2017; Ord. 2018-04, adopted April 5, 2018; and Ord. No. 2022-10, adopted May 19, 2022.

Sec. 10-51-5. Display of license; guest register.

A. Business license required. No transient lodging facility shall be occupied or used until such time that the owner has obtained a business license in accordance with this section's provisions. A current, valid business license shall be posted in a conspicuous place in each transient lodging facility.

B. A register of all guests shall be kept at all times on the transient lodging facility premises, except for short-term rentals. The guest register shall contain in ink the following information about each guest for which the transient lodging facility affords accommodations:

   1. Name and permanent address.

   2. Dates of arrival at the transient lodging facility and departure from the transient lodging facility.

   3. License plate number, state of licensure, make, type, and color of all motor vehicles.

   4. Verification of a form of picture identification, including, but not limited to, driver's license, passport, or state issued identification card showing current name, address, and age of person registering and indicating which type of identification was verified and the identification number shown on said identification.

C. The guest register required by this section shall be kept current and shall be immediately available at all times for inspection upon the demand of police officers or City officials.

(Ord. No. 2022-62, 2-16-2023; Ord. No. 2024-14, 11-21-2024)

Sec. 10-51-6. Occupancy.

It shall be unlawful for any transient lodging facility unit to be occupied by a greater number of persons than that which it is designed or furnished to accommodate.

(Ord. No. 2022-62, 2-16-2023)

Sec. 10-51-7. Responsibility for minors.

No transient lodging facilities unit shall be rented, leased, or registered to any person under the age of 18 years. Each person to whom a lodging unit is rented, leased, or registered shall be responsible for any minors occupying such unit and shall remain on the transient lodging facility premises at all times while there are minors occupying such unit.

(Ord. No. 2022-62, 2-16-2023)

Sec. 10-51-8. Length of stay.

No person shall occupy any unit or combination of units at any one transient lodging facility for longer than 30 consecutive days, and no transient lodging facility shall permit any person to occupy any unit or combination of units on the facility premises for longer than 30 consecutive days. This section shall not apply to federal, state, or municipal law enforcement or emergency personnel, or to transient lodging facilities renting, leasing, or registering units to such personnel. Short-term rental properties within residential and recreation resort zones may be occupied for longer than 30 days but must still comply with all short-term rental regulations.

(Ord. No. 2022-62, 2-16-2023)

Sec. 10-51-9. Sanitary facilities.

A. Each unit within a transient lodging facility held out for public accommodation must comply with the minimum rules established by the state department of health.

B. It shall be unlawful to rent, lease, or otherwise hold out for public accommodation any transient lodging facility unit that does not have:

1. A complete operable bathroom, including flush toilet, sink, and bath or shower in working order; and

2. For each guest, an adequate daily supply of at least the following sanitary supplies:

a. Hot and cold running water;

b. Soap;

c. Towels;

d. Toilet paper; and

e. Clean linen.

C. Each transient lodging facility shall be cleaned after the departure of each guest and before the arrival of any subsequent guest.

(Ord. No. 2022-62, 2-16-2023)

Sec. 10-51-10. Inspections.

Each transient lodging facility shall comply and cooperate with any fire, land use, code enforcement, building, health, or other inspection conducted by municipal officials, with or without notice. Each short-term rental unit shall be inspected by the Fire Marshal or their representative each year prior to the renewal of the business license for the short-term rental.

(Ord. No. 2022-62, 2-16-2023)

Sec. 10-51-11. Duty to report.

Any owner, manager, or attendant of any facility covered by this section shall report promptly to the proper authorities any violations of a municipal ordinance or any violation of law which he or she has reason to believe was or is being committed on the premises.

(Ord. No. 2022-62, 2-16-2023)

Sec. 10-51-12. General development and maintenance standards.

A. *Maintenance standards.* Any property that contains a dwelling which is licensed as transient lodging facilities shall conform to the following standards:

1. Structures shall be properly maintained, painted and kept in good repair, and grounds and landscaped areas shall be properly maintained and watered in order that the use in no way detracts from the general appearance of the area;

2. For short-term rentals, the use of a dwelling as a short-term rental shall not in any way change the appearance of the dwelling or property for residential purposes; and

3. Each sleeping room must meet current international residential codes for egress and be equipped with smoke and CO2 detectors. A fire exiting route plan and maximum occupancy number must be posted in each sleeping room.

B. *Prevention of noise, nuisance, or trespass at short-term rentals.* The owner of any short-term rental shall be responsible to ensure that guests or occupants do not:

1. Create noises that by reason of time, nature, intensity, or duration are out of character with noises customarily heard in the surrounding residential neighborhood.

2. Disturb the peace of surrounding residential property residents by engaging in shouting, fighting, playing of loud music, racing of cars or recreational vehicles on streets, engaging in outside recreational activities after 10:00 p.m., or other similar activities.

3. Interfere with the privacy of surrounding residents or trespass onto surrounding properties.

4. Allow pets or animals to create noise, roam the streets, trespass on neighboring properties, or create a mess that is not cleaned up by the owner or custodian of the pet or animal.

5. Engage in any disorderly or illegal conduct, including illegal consumption of drugs and alcohol.

C. *Required posting.* The following information must be posted in a clear, concise, and unambiguous manner and in a conspicuous location inside any dwelling licensed as a short-term rental:

1. A copy of the short-term rental business license.

2. The name, address, and phone number of the owner or property manager.

3. The location of all fire extinguishers.

4. A list of all rules applicable for short-term rentals.

5. The maximum occupancy of the short-term rental and the maximum number of vehicles allowed.

D. *Miscellaneous rules and regulations.* The following rules and regulations shall apply to any property for which a transient lodging facilities license has been issued:

1. Outdoor pools, hot tubs, or spas shall not be used between the hours of 11:00 p.m. and 6:00 a.m.

2. Maximum occupancy in any dwelling licensed as a short-term rental shall be ten persons at any one time. If, however, the property has a fire sprinkler system or other fire suppression system acceptable to the Hurricane Valley Fire District, a greater occupancy may be approved. Maximum occupancy of the dwelling must be included in the regulations sign.

3. The owner of any property containing a dwelling licensed as a short-term rental shall cause to be displayed in a City approved location on the exterior of the property an approved sign containing the name and 24-hour per day, 365-day per year telephone number of the owner or other party designated by the owner as property manager who will be responsible for receiving and resolving complaints regarding activities on the property and the conduct of its occupants and guests. The sign shall not exceed 12 inches by 18 inches and shall be the only sign other than an address permitted on a short-term rental property.

4. The owner or property manager shall provide information on current occupants to police, emergency, or City personnel as requested. The owner or other person designated as the property manager shall respond to complaints and concerns within one hour of any phone call or other notification. Failure of the owner or property manager to respond in a timely manner may result in a violation and possible fines to the business license holder and property owner.

5. The requirements of this section shall be in effect throughout the time a short-term rental license is in effect on the property, regardless of whether the property is occupied by the owner, nonpaying guests

of the owner, or paying guests of the owner. The City finds that, given the practical difficulty of determining whether or not the occupants are paying guests, enforcement of the requirements contained in this section shall be based on whether the property is licensed as a short-term rental.

6. An inspection of a short-term rental property for compliance with these regulations shall be performed prior to the issuance of a business license and shall be required each year before renewal of the business license. Additional inspections may be performed with 24-hour notice to the license holder/property manager if deemed necessary by the City.

7. The owner of any dwelling licensed as a short-term rental shall be required to collect and remit on a timely basis transient lodging taxes pursuant to Utah law.

(Ord. No. 2022-62, 2-16-2023)

Sec. 10-51-13. Whole home vacation rentals and other short-term rental standards.

A. *Purpose.* Regulations and restrictions imposed by this section are in recognition of the premise that short-term rentals provide lodging for a transient population that may or may not honor neighborhood mores or exhibit neighborly consideration to the same extent as permanent residents. The requirements listed in subsections D, E, and F of this section are based on a desire to maintain the overall residential character of neighborhoods and the purpose of single-family residential zones to promote safe locations for residential uses.

B. *Business license required.* No dwelling in any permitted zone shall be occupied or used as short-term rental until such time that the owner has obtained a business license issued in accordance with the provisions of this section.

C. *Conditions for issuance of a business license for a short-term rental.* Where a new short-term rental business is permitted, issuance of a short-term rental business license by the business license officer shall be subject to the following:

1. A complete application for a short-term rental business license shall have been submitted in accordance with section 3-1-5, and which shall also include:

   a. The name, address, and phone number of the owner or other person designated by the owner as the property manager who shall be responsible for ensuring compliance with the rules and regulations specified in this section, and

   b. A valid state tax number for remittance of transient lodging taxes.

2. The dwelling unit for which the business license is sought shall be located in a permitted zone according to this title, have been built to meet building and fire codes for transient occupancy, and have been issued a certificate of occupancy.

3. Portions of a single-family dwelling may not be used as a short-term rental unless located within a recreation resort zone or appropriately licensed as a residential hosting facility in accordance with the regulations for that use. A whole home vacation rental and a residential hosting facility located in a residential zone may not be located in the same single-family dwelling.

4. In permitted single-family zones, the owner of a single-family dwelling for which a short-term rental business license is sought shall not hold a business license to operate another short-term rental within the City limits. For purposes of this subsection, "owner" means any individual, corporation, partnership, limited liability company, trust or other entity which has a legal or equitable ownership interest in the single-family dwelling, or any individual who has an ownership or beneficial interest in

any corporation, partnership, limited liability company, trust, or other entity which has a legal or equitable ownership interest in the single-family dwelling.

D. *Prohibition of additional whole home vacation rental licenses within single-family zones as described in title 10, chapters 13 and 14 of this Code.*

1. From the effective date of this ordinance, no new or additional whole home vacation rentals shall be permitted or licensed within any single-family zones as described in title 10, chapters 13 and 14 of this Code.

2. Whole home vacation rentals with current, valid business licenses shall be permitted to continue to operate and to receive annual renewals of the business licenses, subject to the requirements and conditions of this section and all city, state, and federal rules, regulations, laws, and statutes.

3. In the event of a sale or other transfer of property for which the owner holds a current, valid business license to operate a whole home vacation rental, the purchaser or transferee of the property shall apply for a new license within 45 days of the date of purchase or transfer. If the purchaser or transferee fails to submit a complete business license application within 45 days of the date of purchase or transfer, or if the applicant fails to complete the licensing process within six months after submitting the application, the purchaser or transferee shall not be issued a whole home vacation rental business license.

4. The revocation or non-renewal of a whole home vacation rental business license pursuant to this Code shall terminate any rights of the license holder and property owner to operate a whole home vacation rental at the property.

E. *Parking regulations.* The following parking regulations apply to property licensed as a whole home vacation rental:

1. No tenant, guest, or other person visiting a whole home vacation rental shall park on a public street.

2. Off-street parking shall be provided on the same lot as the dwelling that is licensed as a whole home vacation rental.

3. Off-street parking shall be provided at one vehicle per bedroom. Tandem spaces on a driveway may be used.

4. No off-street parking space may be located in front of the living area of the dwelling unless there is a circular driveway.

5. The number of vehicles permitted for the occupants of a whole home vacation rental shall be restricted to the number of off-street parking spaces provided by the owner.

6. No tenant, guest, or other person visiting a whole home vacation rental shall park or allow to be parked recreational vehicles or trailers of any kind on the public street.

7. Owner shall supply a parking plan that complies with this section with the business license application.

F. *Transferee probation period and local management.*

1. *Transferee probation.* A new whole home vacation rental business license issued to a purchaser or transferee of a property pursuant to subsection (D)(3) of this section shall be subject to a six-month probation period, with the probation period beginning on the date the new license is issued. In the event of two or more violations of this section committed by an owner or guest, or any combination of the two, the City Planning Director shall revoke the license by issuing a written notice of revocation to the owner. The revocation of the license by the City Planning Director is an administrative decision that may be appealed to the City Appeals Board as set forth in section 10-6-5.

2. *Local management.* To ensure the proper and timely management of whole home vacation rentals, whole home vacation rental business licenses issued to a purchaser or transferee of a property pursuant to subsection (D)(3) of this section shall be managed by either:

    a. A property management company licensed by Hurricane City with a staffed office within city limits; or

    b. An owner who is a resident of Hurricane City.

(Ord. No. 2022-62, 2-16-2023; Ord. No. 2023-20, 12-7-2023)

Sec. 10-51-14. Residential hosting facilities.

A. *Conformity with standards and business license required*. No residential hosting facility shall be established unless:

1. The facility can meet the development standards of this chapter;

2. A business license has been issued in accordance with the regulations in title 3 of this Code;

3. Operation of a residential hosting facility without a current City business license is considered a violation and each day of operation shall be considered a separate offense.

B. *Development standards; residential hosting facilities*. The development standards set forth in this section shall apply to all residential hosting facilities.

1. *Location.* A residential hosting facility shall be located in a single-family residential structure deemed suitable for habitation.

2. *Number of accessory dwelling units (ADU)*. Only one ADU may be used as a residential hosting facility on any one lot, as those terms are defined in title 10, chapter 3 and chapter 41 of this Code.

3. *Accessory dwelling units*. The use of an ADU for a residential hosting facility shall be governed by this chapter, chapter 10-41, and other applicable chapters.

4. *Guestrooms.* Rentable guestrooms shall be limited to not more than four bedrooms in the entirety of one ADU. The total number of occupants, including an owner, owner's family, and guests occupying the home at one time shall be no more than ten. Maximum occupancy must be posted in each rentable guestroom.

5. *Number of bookings*. No more than one booking is allowed and no more than one party may occupy any residential hosting facility at any one time.

6. *Current codes.* Guestrooms must meet current international residential codes for egress and be provided with smoke and CO2 detectors. A fire exiting route plan must be posted in each sleeping guestroom.

7. *Meals.* If meals are offered, meals shall be served only to overnight guests.

8. *Landscaping.* Landscaping shall be provided and maintained to minimize impact on neighboring properties, to retain the residential character, and to provide a visual buffer for on-site parking in relation to adjacent properties and the street.

9. *Parking.* The following parking regulations apply to residential hosting facilities:

    a. Two off-street parking spaces shall be provided for the owner.

    b. One space shall be provided per guestroom.

    c. Off-street parking shall be provided on the same lot as the residential hosting facility.

d. Tandem parking is permitted for one space only. Spaces that are located directly in front of the garage doors may not be counted as off-street parking.

e. Off-street parking may not be provided within the front yard setback other than the existing driveway.

f. No tenant, guest, or other person visiting a residential hosting facility shall park on a public street.

g. The number of vehicles permitted for the occupants of a residential hosting facility shall be restricted to the number of off-street parking spaces provided by the owner.

h. No tenant, guest, or other person visiting a residential hosting facility shall park or allow to be parked recreational vehicles or trailers of any kind on the public street.

i. Owner shall supply a parking plan that complies with this section with the business license application.

9. *Signs.* Only one sign not larger than one foot by two foot in size may be used to advertise a residential hosting facility. The sign may not be illuminated unless by a single down facing low wattage fixture.

10. *Street standards.* A residential hosting facility shall be located on a street that meets fire code requirements.

11. *Structural modifications.* A valid building permit is required before any structural modifications or additions may be made to a building to be used pursuant to this chapter. A business license to operate a residential hosting facility shall not be issued for a property that was modified or added to without a valid building permit. A previously-issued business license shall be subject to revocation pursuant to title 3 of this Code upon evidence that the structure was modified or added to without a valid building permit. Provided, however, that a business license may be issued or maintained for a structure that was modified or constructed without a building permit if all applicable fines are paid and the Building Official is provided with adequate evidence to the satisfaction of the Official that the modification or construction was done in compliance with the building code and fire code.

12. *Other regulations.* A residential hosting facility is subject to all other applicable sections of this Code, including, but not limited to, building and fire codes, transient lodging facility regulations, and transient room tax requirements.

(Ord. No. 2022-62, 2-16-2023)

Sec. 10-51-15. Recreation resort units.

Recreation resort short-term rental units shall be subject to the provision of this chapter.

(Ord. No. 2022-62, 2-16-2023)

Sec. 10-51-16. ~~Development standards; bed and breakfast inn.~~ RESERVED.

~~A bed and breakfast inn may be established in any zone where allowed as a permitted or conditional use, and shall conform to applicable commercial construction codes, zoning requirements, state health department requirements, and the requirements of any other applicable codes and/or ordinances adopted by the City.~~

(Ord. No. 2022-62, 2-16-2023)

Sec. 10-51-17. Penalty; suspension or revocation of license.

A. Enforcement provisions.

1. Any owner of any dwelling within the City who allows or permits occupation of said dwelling as a short-term rental without having first obtained a business license in accordance with the provisions of this section shall be in violation of this section and shall be subject to a civil citation with a penalty of $750.00 per day as set forth in section 1-4-5 of this Code. A violator of this paragraph shall also be guilty of an infraction, which shall be punishable by a fine of up to $750.00 for each such violation.

2. Any owner of any dwelling within the City, who, having first obtained a business license for use or occupation of said dwelling as a short-term rental, thereafter operates or permits the operation of said short-term rental in violation of the terms and provisions of this section shall be subject to a civil citation with a penalty of $750.00 per day as set forth in section 1-4-5 of this Code. A violator of this paragraph shall also be guilty of an infraction and shall be punished by a fine of up to $750.00 for each such violation.

3. Any person who occupies a short-term rental as a guest and who violates any local ordinance or state law shall be subject to arrest, issuance of a citation, or other civil or criminal process in accordance with all state, federal or local statutes, rules, or ordinances.

4. Violation of any provision of this section regulating short-term rentals shall constitute a separate offense for each day said violation occurs or continues.

5. In the event of three or more violations of this section committed by an owner or guest, or any combination of the two, within any 12-month period, the City Planning Director is authorized to revoke the short-term business license by issuing a written notice of revocation to the owner. The revocation of a short-term business license by the City Planning Director is an administrative decision that may be appealed to the City Appeals Board as set forth in section 10-6-5.

6. In the event of a license being revoked for violations of this chapter, the owner of the property in question shall not be issued a new short-term rental business license for a period of one year, provided that a new license is otherwise permitted and available.

B. In addition to the denial, suspension, revocation, or refusal to renew a license as outlined in this chapter, any licensee who shall operate a transient lodging facility in violation of this chapter, and/or any person designated by the licensee as the manager or person in charge of daily operation of said facility who shall permit or allow said facility to operate in violation of this chapter, shall be guilty of an infraction and shall be punished for each offense by a fine as provided in section 1-4-1 of this Code.

(Ord. No. 2022-62, 2-16-2023; Ord. No. 2023-20, 12-7-2023)

Ordinance No. 2025-20

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING TITLE 10, CHAPTERS 3, 12-17, 26, 34, 49, AND 51; AND TITLE 3, CHAPTER 10 WITH REGARDS TO BED & BREAKFASTS AS TRANSIENT LODGING

WHEREAS, the City Council of Hurricane, Utah desires to amend Title 10, Chapters 3, 12-17, 26, 34, 49 & 51; and Title 3, Chapter 10 with regards to Bed & Breakfasts as transient lodging; 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 3, Chapter 10, Section 3-10-1 of the Hurricane City Code is amended to read as follows:

…

[deleting definition]

~~*Bed and breakfast, home* means a limited commercial activity within a residential structure where not more than four rooms may be rented to paying guests on a nightly basis and the breakfast meal is provided for in the rental rate pursuant to the requirements of title 10, chapter 51 of this Code in an owner occupied home.~~

…

[deleting definition]

~~*Bed and breakfast inn* means a commercial activity within a residential structure where five or more rooms may be rented to paying guests on a nightly basis and the breakfast meal is provided for in the rental rate pursuant to the requirements of title 10, chapter 51 of this Code.~~

…

Transient lodging facility means any establishment that receives payment in any form in exchange for the use of any unit for one to 30 days, including any hotel, motel, time period unit, hostel, boarding house, or vacation rental property.

…

BE IT HEREBY FURTHER ORDAINED, by the City Council of Hurricane, Utah that Title 3, Chapter 10, Section 3-10-2 of the Hurricane City Code is amended to read as follows:

Sec. 3-10-2. Management.

Each boarding house, hostel, hotel, or motel must maintain an office on the premises in the charge and under the immediate supervision of a manager or attendant at all times. Such office shall remain continuously open and staffed whenever there are guests registered or present and whenever the facility is open to receive guests.

BE IT HEREBY FURTHER 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:

...

[deleting definition]

~~*Bed and breakfast, home* means a limited commercial activity within an owner occupied residential structure where not more than four sleeping rooms may be rented to paying guests on a nightly basis and the breakfast meal is provided for in the rental rate pursuant to the requirements of chapter 51 of this title.~~

...

[deleting definition]

~~*Bed and breakfast inn* means a commercial activity within a residential structure in a residential or a commercial zone in which rooms may be rented to paying guests on a nightly basis and the breakfast meal is provided as part of the accommodation pursuant to the requirements of this chapter.~~

BE IT HEREBY FURTHER ORDAINED, by the City Council of Hurricane, Utah that Title 10, Chapter 12, Table 10-12-1 of the Hurricane City Code is amended to read as follows:

TABLE 10-12-1

PERMITTED AND CONDITIONAL USES ALLOWED IN AGRICULTURAL ZONES

Use	Zones				
	A-40	A-20	A-10	A-5	A-1
AGRICULTURAL USES:					
Accessory building	P	P	P	P	P
Agricultural business	P	P	P	P	P
Agricultural industry	P	P	P	P	C
Agriculture	P	P	P	P	P
Agriculture Residential	P	P	P	P	P

Agritourism	P	P	P	P	C
Animal specialties	P	P	P	P	C
Animals and fowl for recreation and family food production	P	P	P	P	P
Stable, private	P	P	P	P	P
Stable, public	P	P	P	P	C
RESIDENTIAL USES:					
Assisted living facility	P	P	P	P	N
Boarding house	N	N	N	N	N
Building, accessory	P	P	P	P	P
Dwelling, earth sheltered	P	P	P	P	P
Dwelling, multiple-family	N	N	N	N	N
Dwelling, single-family	P	P	P	P	P
Dwelling, single-family with single accessory dwelling unit	P	P	P	P	P
Dwelling, two-family	N	N	N	N	N
Home based business[2]	P	P	P	P	P
Manufactured home	P	P	P	P	P
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	N	N	N	N
Residential facility for elderly persons1	P	P	P	P	N
Residential facility for persons with a disability[1]	P	P	P	P	P
Residential facility for troubled youth	N	N	N	N	N
Residential hosting facility4	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	N	N	N	N
Bus terminal	N	N	N	N	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	N	N	N	N
Correctional facility	N	N	N	N	N
Cultural service	P	P	P	P	P
Golf course	N	N	N	N	N
Government Service	N	N	N	N	N
Hospital	N	N	N	N	N
Operations Center	N	N	N	N	N
Park	P	P	P	P	P
Post office	N	N	N	N	N
Protective service	P	P	P	P	P
Reception center	C	C	C	C	C
School, elementary, middle, or high	P	P	P	P	P
School, vocational	P	P	P	P	P
Utility, minor[5]	P	P	P	P	P
Utility, major[5]	P	P	P	P	P
Utility substation	N	N	N	N	N
COMMERCIAL USES:					
Agricultural sales and service	P	P	C	C	N
Animal hospital	P	P	P	P	P
Bail bond service	N	N	N	N	N
Bank or financial institution	N	N	N	N	N
~~Bed and breakfast inn~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~
Business equipment rental, services, and supplies	N	N	N	N	N
Car Wash	N	N	N	N	N
Child care center	N	N	N	N	N
Club, private	N	N	N	N	N
Construction sales and service	N	N	N	N	N
Convenience store	N	N	N	N	N
Farm stand3	P	P	P	P	P
Funeral home	N	N	N	N	N
Garden center	P	P	P	P	P
Gasoline service station	N	N	N	N	N
Gas and fuel, storage and sales	N	N	N	N	N
Hostel	N	N	N	N	N
Hotel	N	N	N	N	N

Kennel, commercial	N	N	N	N	N
Laundry or dry cleaning, limited	N	N	N	N	N
Licensed family child care[2]	P	P	P	P	P
Liquor store	N	N	N	N	N
Media service	N	N	N	N	N
Medical or dental laboratory	N	N	N	N	N
Medical service	N	N	N	N	N
Motel	N	N	N	N	N
Office, general	N	N	N	N	N
Parking garage, public	N	N	N	N	N
Parking lot, public	N	N	N	N	N
Pawnshop	N	N	N	N	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	N	N	N	N	N
Printing, general	N	N	N	N	N
Produce stand	P	P	P	P	P
Recreation and entertainment, indoor	N	N	N	N	N
Recreation and entertainment, outdoor	N	N	N	N	N
Recreational vehicle park	N	N	N	N	N
Repair service	N	N	N	N	N
Research service	N	N	N	N	N
Residential certificate child care[2]	P	P	P	P	P
Restaurant, fast food	N	N	N	N	N
Restaurant, general	N	N	N	N	N
Retail, general	N	N	N	N	N
Secondhand store	N	N	N	N	N
Shopping center	N	N	N	N	N
Short-term rental	N	N	N	N	N
Tattoo establishment	N	N	N	N	N
Tavern	N	N	N	N	N
Transportation service	N	N	N	N	N
Vehicle and equipment rental or sale	N	N	N	N	N
Vehicle and equipment repair, general	N	N	N	N	N
Vehicle repair, limited	N	N	N	N	N
Veterinary service	P	P	P	P	P

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	N	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	N	N	N	N	N

Notes:

1. See chapter 46 of this title.

2. See chapter 42 of this title.

3. 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.

4. See chapter 51 of this title.

5. See chapter 45 of this title.

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

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.

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

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.

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

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.

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

Notes:

1. See chapter 46 of this title.
2. See chapter 42 of this title.
3. See chapter 45 of this title.

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

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.

BE IT HEREBY FURTHER ORDAINED, by the City Council of Hurricane, Utah that Title 10, Chapter 26, Section 10-26-3(A.) of the Hurricane City Code is amended to read as follows:

Sec. 10-26-3. Uses allowed.

All uses must be shown on a preliminary site plan presented with the application to change an area on the zoning map to recreation resort.

A. *Permitted uses.* Permitted uses allowed within the recreation resort zone are as follows:

1. Single and multiple dwelling unit residential, including condominium and townhouse complexes. Unit and/or complex owners may reside in the dwelling units or offer them for rent or lease either long term or short term.

2. Any commercial use related to the support or servicing of those uses referred to in subsection A1 of this section and the facilities related thereto including, but not limited to:

   Childcare facilities.

   Indoor and outdoor recreation facilities.

   On site property management.

   Personal care services.

   Professional office space related to property management.

   Restaurant and outdoor dining.

   Retail stores.

   Sales and rental offices.

3. Motel, hotel, or boarding house.

BE IT HEREBY FURTHER ORDAINED, by the City Council of Hurricane, Utah that Title 10, Chapter 34, Table 10-34-1 of the Hurricane City Code is amended to read as follows:

TABLE 10-34-1
OFF STREET PARKING SCHEDULE

Use type	Minimum standard	Notes/additional standard
AGRICULTURAL USES:		
Agricultural business	1 space per employee on highest employment shift	
Agricultural processing	1 space per employee on highest employment shift	
Residential uses:		
Assisted living facility	1 space per 5 beds	
Boarding house	1 space per tenant	
Dwelling, earth sheltered	2 spaces per dwelling unit	
Dwelling, multiple-family:		
Studio and 1 bedroom units	1.5 spaces per dwelling unit	
2 or more bedroom units	2 spaces per dwelling unit	
Dwelling, single-family	2 spaces per dwelling unit	

Dwelling, single-family with accessory dwelling unit	3 spaces	
Dwelling, temporary	2 spaces per dwelling unit	
Dwelling, two-family	2 spaces per dwelling unit	
~~Guesthouse~~	~~1 space per dwelling unit~~	
Manufactured home	2 spaces per dwelling unit	
Protective housing facility	1 space for every 4 residents, plus 1 space per employee on highest employment shift	
Rehabilitation/treatment facility	0.5 space per bed	
Residential facility for elderly or persons with a disability	1 space for every 4 residents, plus 1 space per employee on highest employment shift	
Residential facility for troubled youth	1 space for every 4 residents, plus 1 space per employee on highest employment shift	
Transitional housing facility	1 space for every 4 residents, plus 1 space per employee on highest employment shift	
PUBLIC AND CIVIC USES:		
Auditorium or stadium	1 space per 6 seats of total seating capacity, plus 1 space per 100 square feet of assembly area within the main auditorium where there are no fixed seats	Each 18 inches of bench space shall be considered as 1 seat
Bus terminal	Parking study required	See subsection 10-34-9F of this chapter
Cemetery	Parking study required	See subsection 10-34-9F of this chapter
Church or place of worship	1 space per 6 seats of total seating capacity, plus 1 space per 100 square feet of assembly area within the main auditorium where there are no fixed seats	Each 18 inches of bench space shall be considered as 1 seat
Club or service organization	1 space per 6 seats of total seating capacity, plus 1 space per 100 square feet of assembly area within the main auditorium where there are no fixed seats	Each 18 inches of bench space shall be considered as 1 seat

College or university	Parking study required	See subsection 10-34-9F of this chapter
Convalescent care facility	1 space per 4 beds, plus 1 space per employee on highest employment shift	
Correctional facility	Parking study required	See subsection 10-34-9F of this chapter
Cultural service	1 space per 300 square feet of gross floor area	
Golf course	4 spaces per hole, plus 1 space per driving range tee	Storage area for golf carts and maintenance vehicles shall be provided
Government service	1 space per 200 square feet of gross floor area	
Hospital	2 spaces per bed	
Operations center	4 spaces, plus 1 space per employee on highest employment shift	
Park	Parking study required	See subsection 10-34-9F of this chapter
Post office	2 spaces, plus 1 space per 200 square feet of gross floor area	Loading zone and storage area for mail vehicles shall be provided
Protective service	4 spaces, plus 1 space per employee on highest employment shift	
Reception center	1 space per 6 seats of total seating capacity, plus 1 space per 100 square feet of assembly area within the main auditorium where there are no fixed seats	
Riding academy or stable	Parking study required	See subsection 10-34-9F of this chapter
School, elementary, middle, high, and vocational	1 space per employee, plus 2 spaces per classroom and 1 space for every 3 students of driving age	
Utility, major	Parking study required	See subsection 10-34-9F of this chapter
COMMERCIAL USES:		

Agricultural sales and service	4 spaces, plus 1 space per employee on highest employment shift	Storage area for vehicles for sale or under repair shall be provided
Animal hospital	5 spaces per doctor	
Bail bond service	2 spaces, plus 1 space per 200 square feet of gross floor area	
Bank or financial institution	2 spaces, plus 1 space per 200 square feet of gross floor area	Plus stacking spaces per subsection 10-34-6D1 of this chapter
~~Bed and breakfast, home~~	~~1 space per guestroom, plus 2 spaces for host family~~	
~~Bed and breakfast inn~~	~~1 space per guestroom, plus 2 spaces for host family/proprietor~~	
Business equipment rental and supplies	1 space per 250 square feet of gross floor area	
Car wash	1 space per employee	Plus stacking spaces per subsection 10-34-6D2 of this chapter
Club, private	1 space per 100 square feet of gross floor area	10 spaces minimum
Construction sales and service	1 space per 250 square feet of gross floor area	Storage area for vehicles for sale or under repair shall be provided
Convenience store	1 space per 200 square feet of gross floor area	Minimum of 5 spaces
Daycare	4 spaces, plus 1 space per 500 square feet of gross floor area	
Family child daycare facility	1 space for every 5 children authorized	
Family child group care facility	1 space for every 5 children authorized	
Family child preschool facility	1 space for every 5 children authorized	
Family childcare facility	1 space per employee on highest employment shift, plus 1 space for every 5 children authorized	
Funeral home	5 spaces, plus 1 space per 35 square feet of assembly room floor area	

Garden center	1 space per 250 square feet of gross floor area, including outdoor display and sales area	
Gas and fuel, storage and sales	1 space per employee on highest employment shift	
Gasoline service station	1 space per 250 square feet of gross floor area	Plus stacking spaces per subsection 10-34-6D3 of this chapter
Hostel	2 spaces plus 1 space per living or sleeping unit	
Hotel	2 spaces plus 1 space per living or sleeping unit	
Kennel, commercial	1 space per 600 square feet of gross floor area	
Laundry or dry cleaning, limited	1 space per 250 square feet of gross floor area	
Liquor store	1 space per 250 square feet of gross floor area	
Media service	1 space per 250 square feet of gross floor area	
Medical or dental laboratory	2 spaces, plus 1 space per employee on highest employment shift	
Medical service	6 spaces per doctor	
Motel	2 spaces, plus 1 space per living or sleeping unit	
Office, general	1 space per 250 square feet of gross floor area	8 spaces minimum
Pawnshop	1 space per 250 square feet of gross floor area	5 spaces minimum
Personal care service	1 space per 250 square feet of gross floor area, plus 1 space per employee on highest employment shift	
Personal instruction service	0.50 space per person under maximum occupancy allowed by fire code, plus 1 space per employee on highest employment shift	
Printing and copying, limited	1 space per 250 square feet of gross floor area	5 spaces minimum
Printing, general	1 space per 250 square feet of retail or office area, plus 1 space for every	

	500 square feet of additional building area	
Produce stand	6 spaces	Exempt from landscaping and paving requirements
Recreation and entertainment, indoor:		
Bowling alley	5 spaces per alley, plus 2 spaces per billiard table	
Movie theater	1 space per 4 seats	
Tennis, handball and racquetball courts	3 spaces per court	
Other uses	1 space per 300 square feet of gross floor area	
Recreation and entertainment, outdoor	Parking study required	See subsection 10-34-9F of this chapter
Repair service	1 space per 250 square feet of retail or office area, plus 1 space for every 500 square feet of additional building area	
Research service	1 space per employee on highest employment shift	
Residential hosting facility	1 space per guestroom plus 2 spaces for host family	
Restaurant, fast food	1 space per 100 square feet of gross floor area	Plus stacking spaces per subsection 10-34-6D4 of this chapter
Restaurant, general	1 space per 100 square feet of gross floor area	10 spaces minimum
Retail, general	1 space per 250 square feet of gross floor area	
Secondhand store	1 space per 250 square feet of gross floor area	
Shopping center	1 space per 250 square feet of gross floor area, up to 500 spaces	For shopping centers containing more than 500 spaces, 1 space per 500 square feet of gross floor area
Tattoo establishment	1 space per 250 square feet of gross floor area	2 spaces minimum

Tavern	1 space per 100 square feet of gross floor area	10 spaces minimum
Transportation service	Parking study required	See subsection 10-34-9F of this chapter
Vehicle and equipment rental or sale	1 space per 250 square feet of gross floor area, plus 1 space for every 10 vehicles displayed	4 spaces minimum
Vehicle and equipment repair	1 space per 250 square feet of gross floor area	4 spaces minimum; separate storage area for vehicles under repair shall be provided
Veterinary service	5 spaces per doctor	
Warehouse, self-service storage	1 space per employee on highest employment shift	
Wireless telecommunication facility	None	
INDUSTRIAL USES:		
Automobile wrecking yard	1 space per 1,000 square feet of gross floor area or 1 space per employee on highest shift, whichever is greater	
Freight terminal		
Heavy industry		
Junk or salvage yard		
Laundry services		
Manufacturing	1 space per 1,000 square feet of gross floor area or 1 space per employee on highest shift, whichever is greater	
Mineral extraction		
Wholesale and warehousing		

BE IT HEREBY FURTHER ORDAINED, by the City Council of Hurricane, Utah that Title 10, Chapter 49, Section 10-49-3(A.) of the Hurricane City Code is amended to read as follows:

Sec. 10-49-3. Conditional use permit required.

A. *Uses allowed.* The following uses may be established in a historic building located in any residential zone subject to the issuance of a conditional use permit pursuant to the requirements of this chapter and section 10-7-9 of this title:

Cultural service.

Office, general.

Personal care service.

Personal instruction service.

Reception center.

Restaurant, general.

Retail, general (antique store only).

BE IT HEREBY FURTHER ORDAINED, by the City Council of Hurricane, Utah that Title 10, Chapter 51, Section 10-51-3 of the Hurricane City Code is amended to read as follows:

Sec. 10-51-3. Management.

A. Each boarding house, hostel, hotel, or motel must maintain a management office on the premises at all times that is under the immediate supervision of a manager or attendant. The management office shall remain continuously open and staffed whenever guests are registered or present or when the facility is open to receive guests.

B. Residential hosting facilities shall be managed by the resident owner and meet accessory dwelling unit standards in title 10, chapter 41 of this Code.

BE IT HEREBY FURTHER ORDAINED, by the City Council of Hurricane, Utah that Title 10, Chapter 51, Section 10-51-16 of the Hurricane City Code is amended to read as follows:

Sec. 10-51-16. <u>RESERVED</u>

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 16th day, October 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 16th day of October 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 Ordinance 2025-21 to amend Title 10 Chapter 39 regarding bonding for off-site improvements. Land Use Code Amendment LUCA25-11.

Discussion: This is a “clean-up” ordinance that formally adopts the City’s long-standing practice of requiring bonding for off-site improvements. The City has historically required these bonds to ensure that it can address any deficiencies in off-site work; however, it was recently discovered that this requirement was never codified in the municipal code. This proposed amendment corrects that oversight and also removes discretionary language related to the types of bonds accepted by the City. The Planning Commission held a public hearing on this item on October 9, 2025 and no comments were received.The Commission discussed the types of bonds accepted by the City and the standard bonding practices, and unanimously recommended approval of the ordinance. --Fred Resch III

Findings:

Recommendation: Staff recommends approval of the proposed ordinance.

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**10/09/2025 - Planning Commission**
Application Number:	LUCA25-11
Type of Application:	Land Use Code Amendment
Action Type:	Legislative
Applicant:	Hurricane City
Agent:	N/A
Request:	Amend Title 10, Chapter 39 regarding bonding for off-site improvements.
Recommendation:	Recommend approval to the City Council.
Report Prepared By:	Fred Resch III

Discussion:

This is a "clean-up" ordinance that formally adopts the City's long-standing practice of requiring bonding for off-site improvements. The City has historically required these bonds to ensure that it can address any deficiencies in off-site work; however, it was recently discovered that this requirement was never codified in the municipal code. This proposed amendment corrects that oversight and also removes discretionary language related to the types of bonds accepted by the City.

Recommendation:

Staff recommends the Planning Commission make a recommendation of approval to the City Council.

Sec. 10-39-13. Guarantee of completion of improvements; form of surety; release of funds.

Subdivider shall guarantee improvements in accordance with the following:

A. *Completion of improvements before recordation.* If subdivider desires to construct improvements as shown on approved construction drawings prior to recordation:

1. Recordation of the plat shall not occur until the improvements required in connection with the subdivision have been completed and conditionally accepted.

2. Subdivider shall provide guarantee of conditionally accepted improvements in a form acceptable to the City as shown in subsection C of this section in the following amount:

a. Ten percent of the total cost of all the required improvements shall be retained by the City during the 12-month (24-month if applicable) warranty period.

B. *Recordation before completion of improvements.* If the subdivider desires to have a plat recorded prior to construction of improvements subdivider shall guarantee completion, within two years from the date of final plat approval by the City Council, of installation and construction of the required improvements in compliance with all City standards.

C. *Form of surety.* In order to guarantee completion of improvements, subdivider shall provide one of the following types of sureties or guarantees:

1. *Escrow.* The subdivider shall deposit with any insurance company, bank, or savings and loan institution in an escrow account an amount of money equal to at least 115 percent of the estimated costs of the improvements not constructed or installed by the subdivider plus ten percent of the cost of all the required improvements of the subdivision as a guarantee amount, as determined by the City Engineer. The escrow agreement shall be subject to approval by the City Attorney and shall be signed by the subdivider, the City, and the escrow holder, and shall contain substantially the following language:

AGREEMENT

The undersigned hereby promises and warrants that it has on deposit in an escrow account for the benefit of Hurricane City Corporation, the sum of _____ ($_____), which represents at least one hundred fifteen percent (115%) of the costs of the engineer's estimated costs for improvements not constructed or installed by the subdivider plus ten percent (10%) of the cost of improvements of the _____ subdivision.

The undersigned hereby agrees that the foregoing sum of money shall be used exclusively for the purpose of paying for the costs of materials, construction, and installation of the improvements required by the Hurricane City Subdivision Chapter. The undersigned further agrees that the money held in an escrow account shall be paid out to the contractors installing and constructing the required improvements only upon approval of the City. The subdivider shall not withdraw from the escrow account any amount in excess of 100% of the estimated cost of the improvements, but shall pay from other sources any costs for such improvements which exceed the engineers estimate approved by the City.

After all improvements are made, completed and preliminarily accepted by the City, a sum equal to 10% of the estimated costs of improvements shall remain with the escrow holder for a period of 12 months as a warranty that all improvements are installed and inspected to City specifications, and that all defects occurring within the first 12 months (24 months if applicable) are corrected and approved by the City.

If, after 12 months (24 months if applicable), all or any part of the required improvements are not installed, constructed, and maintained according to the standards required in the Hurricane City Subdivision Ordinance, Hurricane City shall notify in writing the subdivider and escrow holder of the defects and shall make demand on the subdivider that the defects be corrected. If the defects are not corrected within 30 days, Hurricane City may correct the defects and charge to the escrow holder the costs of correcting the defects.

The escrow holder shall, on receiving reasonable proof from Hurricane City of the defect and that Hurricane City has incurred the cost of correcting the defect, pay to Hurricane City from the escrow account the cost of correcting the defect, and the escrow holder shall be held harmless by the parties by reason of payment to Hurricane City.

If, 12 months (24 months if applicable) after preliminary acceptance of the improvements required by City's standards and specifications and shown on approved construction drawings, the required improvements remain substantially free from latent defects, Hurricane City shall certify such fact to the escrow holder, and the escrow holder shall release to the subdivider any money still held in the escrow account, and the escrow holder shall be discharged of its obligations to Hurricane City.

(Authorized Signature)

The escrow agreement may contain such additional provisions as the parties deem necessary.

2. *Irrevocable letter of credit.* The subdivider shall file with the City an irrevocable letter of credit from a duly chartered state or national bank or savings and loan institution, which letter shall contain provisions substantially similar to that required in the escrow agreement.

   The form of the irrevocable letter of credit shall be substantially as follows:

   Name of Bank:

   Address:

   IRREVOCABLE LETTER OF CREDIT

   To: Hurricane City Corporation

   Date:

   Letter of Credit No.:

   Gentlemen:

   We hereby establish our irrevocable letter of credit in your favor for the account of _____, _____, (insert name of subdivider, subdivider's address) up to the aggregate amount of _____ ($_____) (insert amount equal to one hundred fifteen percent, i.e., 115% of the estimated costs of the improvements not constructed or installed by the subdivider plus ten percent [10%] of the cost of all improvements of the subdivision as determined by the Engineer) drawn at sight on _____, _____, (insert name of bank, address of bank), accompanied by a statement signed by an officer of Hurricane City Corporation as follows: "We certify that the improvements related to the _____ (insert name of subdivision) have not been completed and the defects corrected in accordance with city ordinances and that this drawing represents the amount necessary to complete those improvements."

   We hereby agree with drawers, endorsers and bona fide holders that all drafts under and in compliance with the terms of this credit will be duly honored upon presentation and delivery of documents as specified to the drawee or drawn and presented at our bank for negotiation on or before _____ (insert completion date plus 90 days). This Irrevocable Letter of Credit

automatically renews for a one year term at the end of every term unless the Authorized Bank Officer provides Hurricane City written notice of termination thirty (30) days prior to the end of the term.

Very Truly Yours,

Authorized Bank Officer

~~3. *Other guarantee.* Such other financial guarantee that may be acceptable to the City Council.~~

D. *Release of funds.* As the required improvements are satisfactorily installed and have been inspected by the City, funds which have been placed in escrow for those improvements will be authorized to be released for payment of those improvements. Escrow holder is authorized to release funds from this account only after receiving a written release from City. The City is not responsible to determine the party to be paid.

After all required improvements have been installed, the subdivider shall notify the City and request that the subdivision be granted preliminary acceptance and begin the warranty period. The subdivision will then be inspected by City, and if all improvements have been completed in accordance with City ordinances and specifications, as built plans have been delivered to the Public Works Department, and a final grading plan has been submitted, the City will grant preliminary acceptance. The subdivision will then begin the 12-month (24-month if applicable) warranty period. Ten percent of the total cost of all the required improvements, as specified above, shall be retained by the City during this warranty period.

All funds in escrow surplus to the warranty amount may then be released by the City.

The purpose of retaining the ten percent warranty amount is to guarantee that the improvements have been installed correctly and that they function properly. If any improvements have not been installed correctly or fail to function properly, and the subdivider fails to correct the deficiencies within 30 days of notification thereof, then upon written notice by the City, escrow shall pay over to the City the amount necessary to complete, repair, or replace said improvements.

In the event the costs of completing, repairing, or replacing the unsatisfactory improvements exceed the amount remaining in the escrow account, the subdivider shall, within ten days of notice thereof, pay the excess amount to the City and shall also cause to restore the escrow account or irrevocable letter of credit to the prescribed ten percent warranty amount. The City shall not issue any building permits for the subdivision until the above referenced excess costs have been paid to the City and the warranty amount (ten percent of the total cost of improvements) has been restored.

E. *Offsite Improvements.* Any Subdivider or Developer constructing offsite improvements in conjunction with or in support of a development under this Title shall provide a surety or guarantee to Hurricane City in a form described above in Section (C). For purposes of this requirement, an offsite improvement means an improvement located on property that is not owned by the Subdivider or Developer. The surety or guarantee shall be provided prior to the City's issuance of a notice to proceed with construction of the offsite improvements and the onsite improvements that will be supported by the offsite improvements.

(Ord. No. 2024-01, 1-4-2024; Ord. No. 2024-11, 8-15-2024)

Ordinance No. 2025-21

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING TITLE 10 CHAPTER 39 REGARDING BONDING FOR OFFSITE IMPROVEMENTS FOR SUBDIVISIONS.

WHEREAS, the City Council of Hurricane, Utah desires to amend Title 10, Chapter 39, Section 10-39-13 with regards to bonding for offsite improvements; 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; therefore,

BE IT HEREBY ORDAINED by the City Council of Hurricane, Utah that Title 10, Chapter 39, Section 10-39-13 of the Hurricane City Code is amended to read as follows:

Sec. 10-39-13. Guarantee of completion of improvements; form of surety; release of funds.

Subdivider shall guarantee improvements in accordance with the following:

A. *Completion of improvements before recordation.* If subdivider desires to construct improvements as shown on approved construction drawings prior to recordation:

   1. Recordation of the plat shall not occur until the improvements required in connection with the subdivision have been completed and conditionally accepted.

   2. Subdivider shall provide guarantee of conditionally accepted improvements in a form acceptable to the City as shown in subsection C of this section in the following amount:

      a. Ten percent of the total cost of all the required improvements shall be retained by the City during the 12-month (24-month if applicable) warranty period.

B. *Recordation before completion of improvements.* If the subdivider desires to have a plat recorded prior to construction of improvements subdivider shall guarantee completion, within two years from the date of final plat approval by the City Council, of installation and construction of the required improvements in compliance with all City standards.

C. *Form of surety.* In order to guarantee completion of improvements, subdivider shall provide one of the following types of sureties or guarantees:

   1. *Escrow.* The subdivider shall deposit with any insurance company, bank, or savings and loan institution in an escrow account an amount of money equal to at least 115 percent of the estimated costs of the improvements not constructed or installed by the subdivider plus ten percent of the cost of all the required improvements of the subdivision as a guarantee amount, as determined by the

City Engineer. The escrow agreement shall be subject to approval by the City Attorney and shall be signed by the subdivider, the City, and the escrow holder, and shall contain substantially the following language:

AGREEMENT

The undersigned hereby promises and warrants that it has on deposit in an escrow account for the benefit of Hurricane City Corporation, the sum of _____ ($_____), which represents at least one hundred fifteen percent (115%) of the costs of the engineer's estimated costs for improvements not constructed or installed by the subdivider plus ten percent (10%) of the cost of improvements of the _____ subdivision.

The undersigned hereby agrees that the foregoing sum of money shall be used exclusively for the purpose of paying for the costs of materials, construction, and installation of the improvements required by the Hurricane City Subdivision Chapter. The undersigned further agrees that the money held in an escrow account shall be paid out to the contractors installing and constructing the required improvements only upon approval of the City. The subdivider shall not withdraw from the escrow account any amount in excess of 100% of the estimated cost of the improvements, but shall pay from other sources any costs for such improvements which exceed the engineers estimate approved by the City.

After all improvements are made, completed and preliminarily accepted by the City, a sum equal to 10% of the estimated costs of improvements shall remain with the escrow holder for a period of 12 months as a warranty that all improvements are installed and inspected to City specifications, and that all defects occurring within the first 12 months (24 months if applicable) are corrected and approved by the City.

If, after 12 months (24 months if applicable), all or any part of the required improvements are not installed, constructed, and maintained according to the standards required in the Hurricane City Subdivision Ordinance, Hurricane City shall notify in writing the subdivider and escrow holder of the defects and shall make demand on the subdivider that the defects be corrected. If the defects are not corrected within 30 days, Hurricane City may correct the defects and charge to the escrow holder the costs of correcting the defects.

The escrow holder shall, on receiving reasonable proof from Hurricane City of the defect and that Hurricane City has incurred the cost of correcting the defect, pay to Hurricane City from the escrow account the cost of correcting the defect, and the escrow holder shall be held harmless by the parties by reason of payment to Hurricane City.

If, 12 months (24 months if applicable) after preliminary acceptance of the improvements required by City's standards and specifications and shown on approved construction drawings, the required improvements remain

substantially free from latent defects, Hurricane City shall certify such fact to the escrow holder, and the escrow holder shall release to the subdivider any money still held in the escrow account, and the escrow holder shall be discharged of its obligations to Hurricane City.

(Authorized Signature)

The escrow agreement may contain such additional provisions as the parties deem necessary.

2. *Irrevocable letter of credit.* The subdivider shall file with the City an irrevocable letter of credit from a duly chartered state or national bank or savings and loan institution, which letter shall contain provisions substantially similar to that required in the escrow agreement.

   The form of the irrevocable letter of credit shall be substantially as follows:

   Name of Bank:

   Address:

   IRREVOCABLE LETTER OF CREDIT

   To: Hurricane City Corporation

   Date:

   Letter of Credit No.:

   Gentlemen:

   We hereby establish our irrevocable letter of credit in your favor for the account of _____, _____, (insert name of subdivider, subdivider's address) up to the aggregate amount of _____ ($_____) (insert amount equal to one hundred fifteen percent, i.e., 115% of the estimated costs of the improvements not constructed or installed by the subdivider plus ten percent [10%] of the cost of all improvements of the subdivision as determined by the Engineer) drawn at sight on _____, _____, (insert name of bank, address of bank), accompanied by a statement signed by an officer of Hurricane City Corporation as follows: "We certify that the improvements related to the _____ (insert name of subdivision) have not been completed and the defects corrected in accordance with city ordinances and that this drawing represents the amount necessary to complete those improvements."

   We hereby agree with drawers, endorsers and bona fide holders that all drafts under and in compliance with the terms of this credit will be duly honored upon presentation and delivery of documents as specified to the drawee or drawn and presented at our bank for negotiation on or before _____ (insert completion date plus 90 days). This Irrevocable Letter of Credit automatically renews for a one year term at the end of every term unless the Authorized Bank Officer

provides Hurricane City written notice of termination thirty (30) days prior to the end of the term.

Very Truly Yours,

Authorized Bank Officer

D. *Release of funds.* As the required improvements are satisfactorily installed and have been inspected by the City, funds which have been placed in escrow for those improvements will be authorized to be released for payment of those improvements. Escrow holder is authorized to release funds from this account only after receiving a written release from City. The City is not responsible to determine the party to be paid.

After all required improvements have been installed, the subdivider shall notify the City and request that the subdivision be granted preliminary acceptance and begin the warranty period. The subdivision will then be inspected by City, and if all improvements have been completed in accordance with City ordinances and specifications, as built plans have been delivered to the Public Works Department, and a final grading plan has been submitted, the City will grant preliminary acceptance. The subdivision will then begin the 12-month (24-month if applicable) warranty period. Ten percent of the total cost of all the required improvements, as specified above, shall be retained by the City during this warranty period.

All funds in escrow surplus to the warranty amount may then be released by the City.

The purpose of retaining the ten percent warranty amount is to guarantee that the improvements have been installed correctly and that they function properly. If any improvements have not been installed correctly or fail to function properly, and the subdivider fails to correct the deficiencies within 30 days of notification thereof, then upon written notice by the City, escrow shall pay over to the City the amount necessary to complete, repair, or replace said improvements.

In the event the costs of completing, repairing, or replacing the unsatisfactory improvements exceed the amount remaining in the escrow account, the subdivider shall, within ten days of notice thereof, pay the excess amount to the City and shall also cause to restore the escrow account or irrevocable letter of credit to the prescribed ten percent warranty amount. The City shall not issue any building permits for the subdivision until the above referenced excess costs have been paid to the City and the warranty amount (ten percent of the total cost of improvements) has been restored.

E. *Offsite Improvements.* Any Subdivider or Developer constructing offsite improvements in conjunction with or in support of a development under this Title shall provide a surety or guarantee to Hurricane City in a form described above in Section (C). For purposes of this requirement, an offsite improvement means an improvement located on property that is not owned by the Subdivider or Developer.

The surety or guarantee shall be provided prior to the City's issuance of a notice to proceed with construction of the offsite improvements and the onsite improvements that will be supported by the offsite improvements.

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.

EXECUTED on this 16th day, October 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 16th day, October 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
Nanette Billings	___	___	___	___
Darin Larson	___	___	___	___
Dave Sanders	___	___	___	___
Kevin Trevort	___	___	___	___
Joseph Prete	___	___	___	___

_____

Cindy Beteag, Recorder