



# HURRICANE CITY UTAH

**Mayor**

Clark Fawcett

**City Manager**

Kaden DeMille

## City Council

*Drew Ellerman*

*Joseph Prete*

*Dave Imlay*

*Lynn Excell*

*Amy Werrett*

## Hurricane City Council Meeting Agenda

February 5, 2026

5:00 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.**

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### 5:00 p.m. Pre-meeting

1. Agenda Summary

### 6:00 p.m. - Call to Order

Prayer

Thought

Pledge of Allegiance

Declaration of any conflicts of interest

### 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.

### CONSENT AGENDA

1. Consideration and possible approval of **Resolution 2026-08 appointing Dave Imlay** to the Hurricane Valley Fire District Board
2. Consideration and possible approval of **Resolution 2026-09 Appointing members** to the Planning Commission
3. Consideration and possible approval of **Resolution 2026-10 Appointing members** to the Power Board

4. Consideration and possible approval of **Resolution 2026-11 Appointing members** to the Water Board
5. Consideration and possible approval of **Resolution 2026-12 Appointing members** to the Appeals Board
6. Consideration and possible approval of **Resolution 2026-13 Appointing members** to the Beautification Committee
7. Consideration and possible approval of **Resolution 2026-14 Appointing members** to the Airport Board
8. Consideration and possible approval of **local consent for a beer and wine garden** at the Washington County Fair - Susi Lafaele
9. Consideration and approval of the **assignment of hanger 8S 2E** from James Rosser to Grant and Josefina Ingram
10. Consideration and possible **approval of the minutes of the Regular City Council Meeting** for December 18, 2025

#### **OLD BUSINESS**

1. Consideration and possible approval of **Ordinance 2025-17 amending Title 10, Chapters 3, 12-17, & 37** regarding accessory buildings in front yards; LUCA25-06; Hurricane City, applicant -Gary Cupp
2. Discussion and possible direction regarding **the City's involvement with the Washington County Fair** - Ruffin Judd and Brandon Ipson

#### **NEW BUSINESS**

1. Presentation and discussion **regarding the design and funding** of a proposed skate park - Dave Duffin
2. Consideration and possible approval of a request for **amendments to the Sky Rim Development Agreement** entered into on December 2, 2022; File No. GA26-01; Steward Land Company, Applicant; Clark Conway, Agent.
3. Consideration and possible approval of **awarding the bid for the secondary irrigation water meter** project phase II - Ken Richins
4. Open and Public Meeting Act Training
5. Mayor, Council, and staff reports
6. 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 February 4, 2026. 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 February 5, 2026**

**5:00 p.m. Pre-Meeting**

**6:00 p.m. Call to Order**

### **Consent Agenda**

1. Mayor Fawcett is recommending Dave Imlay to be appointed to the Hurricane Valley Fire District Board.
2. Mayor Fawcett is recommending Ralph Ballard and Kelby Iverson to be reappointed to the Planning Commission and XX being appointed to replace Amy Werrett.
3. Mayor Fawcett is recommending Angie Erickson to replace Dave Imlay's seat on the Power Board.
4. Mayor Fawcett is recommending Lea Thompson and Mac Hall to be reappointed to the Water Board.
5. Mayor Fawcett is recommending Beth Lock and Karen Daniels to be reappointed to the Appeals Board.
6. Mayor Fawcett is recommending Doug Heideman and Hope Foster to be reappointed to the Beautification Board.
7. Mayor Fawcett is recommending Jim Lemmon and Lacee Jessop to be reappointed to the Airport Board.
8. The Washington County Fair is requesting local consent to operate a beer garden. The fair has hosted a beer garden for several years without any complaints or concerns.
9. This item involves the reassignment of an existing hangar lease, which is permitted under the terms of the lease. The Airport Board has recommended approval, and the standard approved lease is being proposed.
10. Approval of the minutes for December 18, 2025.

### **Old Business**

1. The main purpose of this code update is to make various clean-ups and clarifications relating to the definitions of yards and setbacks in the land use code, and also to delete the terms "casitas" and "guesthouses" that have caused conflicts for staff when reviewing building permits. This item was continued at the December 18, 2025 meeting, where Council directed staff to revise the ordinance update to allow accessory dwelling units (ADUs) in front yards on lots with one acre or more of area. Currently, ADUs are only allowed in side and rear yards. Staff has completed the revisions as directed. The latest drafts of the code amendment have incorporated Council's direction regarding ADUs and also include the updates to the definitions of yards and dwelling units. And finally, the use tables have been updated to reflect the proposed code changes. Staff recommends approval. --Gary Cupp
2. Representatives from the Washington County Fair are requesting time on the City Council agenda to discuss opportunities for collaboration between the City and the Fair.

The presentation will highlight the Fair's long-standing history and economic impact, outline expectations for city and community involvement, and explore practical ways to increase resident participation, including potential city representation at the fair and engagement with local schools, churches, and community groups. – Cindy Beteag

## **New Business**

1. The owner of Omega Ramps requested agenda time to present the 3D design of the skatepark, estimated project costs, and proposed funding sources, including a request for City funding of up to 27% of the total project cost. This item is scheduled for presentation and discussion only; any commitment of funds would be subject to approval through the formal budget process.
2. The applicant requests an amendment to the existing development agreement for the SkyRim development, located east of Walmart. The proposed amendment includes three components: (1) modifying setbacks within the single-family portion of the development from the Planned Commercial setbacks to Single Family setback standards; (2) removing the affordable housing component required by the current development agreement and making it optional; and (3) allowing the proposed apartment buildings that are restricted to three stories by the development agreement to be constructed at a height of up to four stories. A public hearing was held at the January 22, 2026, Planning commission meeting, and no public comments or objections to the request were received. The Planning Commission was reluctant to make any changes to the development agreement. They expressed a strong desire that the affordable housing component must remain a mandatory part of the development agreement as it currently stands. They also recommended against allowing the building heights to be increased to four stories. Overall, the Commission had no objections to revising the setback requirements and recommended that the R1-4 setback standards for the single-family lots be allowed. The vote to approve the amendment to allow the R1-4 setback standards was 5-1 in favor.

The existing setback standards for the Planned Commercial zone are as follows:

- Front: 12 feet.
- Rear: 10 feet.
- Side: 10 feet.
- Street side: 20 feet.

If approved, the **R1-4 setbacks** would allow:

- **Front: 25 feet.**
- **Rear: 10 feet.**
- **Side: 5 feet on one side and a minimum of 10 feet on the other side.**

- **Street side yard: 15 feet.**

Staff recommends approval pursuant to the Planning Commission's recommendation:

- APPROVE an amendment to the development agreement to allow the R1-4 setback standards for the single-family lots only;
  - DENY the request to remove the affordable housing component in the Sky Rim development; and
  - DENY the request to allow 4-story apartment buildings. – Gary Cupp
3. On January 27, 2026 at 2:00 pm a bid opening was held for the secondary irrigation phase 2 project. This project is in the original pressurized irrigation system. In 2024 the 1st phase of the irrigation meter project was awarded. After the phase 1 project was completed, we found 198 connections that were not identified in the phase 1 contract. There are additional funds available to finish installation of the identified service connections. Alpha Engineering, our consulting engineer, gave us the attached letter of recommendation to the low bidder Feller Enterprises LLC for \$287,094.00. Feller Enterprise was the contractor on phase 1. We are confident they will do a good job on phase 2. Attached are all the bids we received for this project. This is a very good project; we have the funding I hope you will award this contract. - Ken Richins
  4. Open and Public Meeting Act Training.
  5. Mayor, Council, and staff reports.

**Mayor**  
Clark Fawcett

**City Manager**  
Kaden C. DeMille



**City Council**  
Drew Ellerman  
Joseph Prete  
Dave Imlay  
Lynn Excell  
Amy Werret

## **Human Resources Employment Report**

This is a brief report on staff who have been recently hired and current open positions which need to be filled in the city.

### **New Hires**

Elijah Mareko – Water Operator II

### **Current Open Positions**

Golf Maintenance I P/T – Golf Maintenance Department

Senior Electrical Engineer – Power Department

Court Clerk I – Court

Street Operator I – Streets Department

Date 02/04/2026



**RESOLUTION 2026-08**

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, APPROVING THE DESIGNATION AND APPOINTMENT OF A REPRESENTATIVE TO SERVE ON THE ADMINISTRATIVE CONTROL BOARD OF THE HURRICANE VALLEY FIRE SPECIAL SERVICE DISTRICT FOR THE CALENDAR YEAR 2026 AND FOR SUCH TIME THEREAFTER UNTIL A SUCCESSOR HAS BEEN DESIGNATED AND APPOINTED**

**WHEREAS** the Hurricane Valley Fire Special Service District was created by the Washington County Commission for the purpose of providing fire suppression and protection services for the residents of Hurricane, LaVerkin, Toquerville, Leeds, Virgin, Rockville and Springdale, Utah, as well as other unincorporated areas of Washington County, Utah; and

**WHEREAS** said District is governed by an Administrative Control Board made up of eight (8) members; and

**WHEREAS** Hurricane City desires to designate a person to serve on said Administrative Control Board as the representative for Hurricane City during the calendar year 2026 and for such time thereafter until a successor has been appointed; and

**WHEREAS** all legal requirements pertaining to the designation of said representative has been met; and

**WHEREAS** said Hurricane City Council deems it necessary and desirable for the preservation of the public health, safety and welfare,

**BE IT HEREBY RESOLVED** by the Hurricane City Council of Hurricane, Utah that Dave Imlay, a member of Hurricane City Council, shall be, and is hereby, designated to serve as the representative for Hurricane City on the Administrative Control Board of Hurricane Valley Fire Special Service District for the calendar year 2026 and for such time thereafter until a successor has been designated and appointed.

DATED this 5<sup>th</sup> day of February 2026.

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Clark Fawcett, Mayor

Attest:

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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 5<sup>th</sup> day of February 2026. 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
Drew Ellerman	_____	_____	_____	_____
Joseph Prete	_____	_____	_____	_____
Dave Imlay	_____	_____	_____	_____
Lynn Excell	_____	_____	_____	_____
Amy Werrett	_____	_____	_____	_____

\_\_\_\_\_  
Cindy Beteag

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, APPOINTING  
MEMBERS TO THE POWER BOARD**

**WHEREAS**, Hurricane City has adopted Hurricane City Code Title 8, Chapter 4, Section 2: Municipal Power Board; and

**WHEREAS**, Hurricane City Code creates a Municipal Power Board (“Board”) to serve as an advisory Board to the City Council, consisting of six voting commissioners, one of whom shall be a member of the City Council and/or Mayor, with each commissioner serving a four-year term; and

**WHEREAS**, new members are appointed by the Mayor, with the advice and consent of the City Council; and

**WHEREAS**, Dave Imlay, a current Board Member, has been elected to the Hurricane City Council, thereby creating a vacancy on the Board.

**NOW, THEREFORE, BE IT RESOLVED** that Angie Erickson is appointed to fill the vacant position formerly held by Dave Imlay for the term of 02/01/2025-02/01/2029.

**BE IT FURTHER RESOLVED**, that Dave Imlay shall serve on the Municipal Power Board as the City Council representative for a term concurrent with his elected term of office.

PASSED AND APPROVED this 5<sup>th</sup> day of February 2026

\_\_\_\_\_  
Clark Fawcett, Mayor

Attest:

\_\_\_\_\_  
Cindy Beteag, City Recorder

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	Yea	Nay	Abstain	Absent
Drew Ellerman	—	—	—	—
Joseph Prete	—	—	—	—
Dave Imlay	—	—	—	—
Lynn Excell	—	—	—	—
Amy Werrett	—	—	—	—

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Cindy Beteag, Recorder

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, APPOINTING  
MEMBERS TO THE WATER BOARD**

**WHEREAS**, Hurricane City has adopted Hurricane City Code 8-1-2: Water Board; and

**WHEREAS**, Hurricane City code requires the City Council to appoint a Water Board consisting of nine members, one of whom shall be an elected official from the City Council, one of whom shall be the Water Superintendent, one of whom shall be the Street Superintendent, and one of whom shall be an appointed member of City staff. The remaining members shall be appointed by the mayor with the advice and consent of the City Council. The term of the elected official and City staff shall coincide with the term of elected office or employment; and

**WHEREAS**, Title 8 of the City Code provides that the terms of Water Board members shall begin on the first Monday in February of each year; and

**WHEREAS**, the Mayor, with advice and consent of the City Council, may appoint new Water Board members or reappoint members to serve for successive terms.

**BE IT HEREBY RESOLVED** by the Hurricane City Council that members shall be appointed to Water Board for the following term:

**Water Board Terms:**

Name	Term ends date
Lea Thompson	February 1 <sup>st</sup> , 2030
Mac Hall	February 1 <sup>st</sup> , 2030
Amy Werrett	Coincides with elected term

PASSED AND APPROVED the 5<sup>th</sup> day of February 2026

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Clark Fawcett, 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 5<sup>th</sup> day of February 2026. 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
Drew Ellerman	_____	_____	_____	_____
Joseph Prete	_____	_____	_____	_____
Dave Imlay	_____	_____	_____	_____
Lynn Excell	_____	_____	_____	_____
Amy Werrett	_____	_____	_____	_____

\_\_\_\_\_  
Cindy Beteag, Recorder

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH,  
REAPPOINTING APPEAL BOARD MEMBERS.**

**WHEREAS**, Hurricane City has adopted Hurricane City Code 10-6-5: Appeals Board;  
and

**WHEREAS**, Hurricane City code requires the City Council to appoint an Appeals Board member consisting of one member professionally trained in land use, law or public administrations; one member who is not a City resident; and one member who is a City business owner and

**WHEREAS**, their current terms on the Appeals Board have expired, and they have expressed a willingness to continue their service to the community; and

**WHEREAS**, the Mayor, with advice and consent of the City Council, may reappoint members to serve for successive terms;

**BE IT HEREBY RESOLVED** by the City Council of Hurricane City, Utah, as follows:

1. Beth Lock is hereby reappointed to the Appeals Board for a term commencing on February 1, 2026, and expiring on February 1, 2030.
2. Karen Daniels is hereby reappointed to the Appeals Board as an alternate for a term commencing on February 1, 2026, and expiring on February 1, 2030.
3. This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED** the 5<sup>th</sup> day of February 2026.

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Clark Fawcett, Mayor

Attest:

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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 5<sup>th</sup> day of February 2026. 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
Drew Ellerman	_____	_____	_____	_____
Joseph Prete	_____	_____	_____	_____
Dave Imlay	_____	_____	_____	_____
Lynn Excell	_____	_____	_____	_____
Amy Werrett	_____	_____	_____	_____

\_\_\_\_\_  
Cindy Beteag, City Recorder

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH,  
REAPPOINTING BEAUTIFICATION COMMITTEE MEMBERS.**

**WHEREAS**, Hurricane City has created a Beautification Committee as an informal steering committee to assist with and spearhead beautification efforts throughout the City; and

**WHEREAS**, Doug Heideman and Hope Foster have diligently served as members of the Beautification Committee, providing valuable contributions and leadership in advancing the committee's goals; and

**WHEREAS**, their current terms on the Beautification Committee have expired, and they have expressed a willingness to continue their service to the community; and

**WHEREAS**, the City Council recognizes the importance of maintaining an active and engaged Beautification Committee to support the city's beautification initiatives and goals;

**BE IT HEREBY RESOLVED** by the City Council of Hurricane City, Utah, as follows:

1. Doug Heideman is hereby reappointed to the Beautification Committee for a term commencing on February 1, 2026, and expiring on February 1, 2030.
2. Hope Foster is hereby reappointed to the Beautification Committee for a term commencing on February 1, 2026, and expiring on February 1, 2030.
3. The City Council expresses its gratitude Doug Heideman and Hope Foster for their commitment to serving Hurricane City and advancing its beautification efforts.
4. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED the 5<sup>th</sup> day of February 2026.

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Clark Fawcett, Mayor

Attest:

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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 5<sup>th</sup> day of February 2026. 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
Drew Ellerman	_____	_____	_____	_____
Joseph Prete	_____	_____	_____	_____
Dave Imlay	_____	_____	_____	_____
Lynn Excell	_____	_____	_____	_____
Amy Werrett	_____	_____	_____	_____

\_\_\_\_\_  
Cindy Beteag, City Recorder

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH,  
REAPPOINTING AIRPORT AUTHORITY BOARD MEMBERS.**

**WHEREAS**, Hurricane City has adopted Hurricane City Code Title 2, Chapter 1: Airport Board Authority; and

**WHEREAS**, Hurricane City Code creates a City Airport Authority Board (“Board”) to serve as an advisory Board to the City Council, with the Board consisting of seven voting members, with each member serving a four-year term; and

**WHEREAS**, the Mayor, with advice and consent of the City Council, may reappoint current Board Members to service for successive terms, or appoint new Board members to fill expired terms;

**BE IT HEREBY RESOLVED** by the City Council of Hurricane City, Utah, as follows:

1. Jim Lemmon is hereby reappointed to the Airport Authority Board for a term commencing February 1, 2026, and expiring on February 1, 2030.
2. Lacee Jessop is hereby reappointed to the Airport Authority Board for a term commencing on February 1, 2026, and expiring on February 1, 2030.

PASSED AND APPROVED the 5<sup>th</sup> day of February 2026.

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Clark Fawcett, Mayor

Attest:

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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 5<sup>th</sup> day of February 2026. 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
Drew Ellerman	_____	_____	_____	_____
Joseph Prete	_____	_____	_____	_____
Dave Imlay	_____	_____	_____	_____
Lynn Excell	_____	_____	_____	_____
Amy Werrett	_____	_____	_____	_____

\_\_\_\_\_  
Cindy Beteag



147 N 870 WEST, HURRICANE, UTAH 84737  
PHONE: 435-635-2811 FAX: 435-635-2184  
[www.cityofhurricane.com](http://www.cityofhurricane.com)

Date of Application \_\_\_\_\_

Permit Fee \$250.00  
Application Fee \$50.00  
Total Due \$300.00

### SINGLE EVENT LIQUOR PERMIT

NOTICE: Please complete each statement below. Incomplete applications will not be accepted.

#### SECTION A — BUSINESS INFORMATION

Name of Business: Washington County  
Business Phone: 435-301-7761 Email: susi.lafaele@washco.utah.gov  
Contact Person: Susi Lafaele  
Business Address: 5500 W. 339 S. Hurricane UT 84737  
(Street Number) (Suite) (City) (State) (Zip)  
Mailing Address (if different): 111 E. Tabernacle Street St. George UT 84770  
(Street Number) (City) (State) (Zip)  
State Sales Tax Number: 12125513002 Does this business have a current DABC license: No

Business Type (check one):

Proprietorship ☐ Partnership ☐ Corporation ☐ Religious Organization ☐ Non-profit Corporation ☐

#### SECTION B — EVENT INFORMATION

Event Name: Washington County Fair  
Event Venue: Washington County Legacy Park  
5500 W. 700 S. Hurricane UT 84737  
(Street Number) (Suite) (City) (State) (Zip)  
Date (s) of the event: April 10-18 Alcohol Service hours: 4pm to 10pm  
For the sale of (check all that apply): ☒ Beer ☐ Heavy Beer ☐ Wine ☐ Liquor ☐ Flavored Malt Beverages  
Will food be available? Yes Full Meals? Yes Will minors attend the event? Yes

#### PART C — BUSINESS OWNER INFORMATION

A list of all corporate officers or partners must be included. This list must include name, home address, and phone number.

Owner's Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
(Street Number) (City) (State) (Zip)  
Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Please add any additional owners/partners on a separate piece of paper and attach.

APPLICATION MUST INCLUDE A DETAILED PLAN ON AN 8 1/2" X 11" SHEET OF PAPER  
SHOWING ALL CONTROL MEASURES.

STATE OF UTAH )

: ss.

COUNTY OF WASHINGTON )

I, Susi Lafaele, being first duly sworn, depose and say as follows:

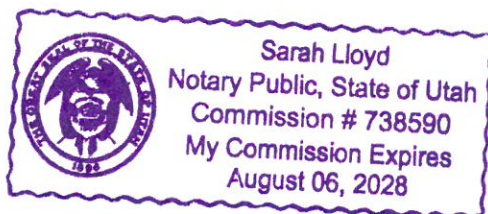
1. The foregoing Application and Questionnaire is in all respects true and correct, to the best of my knowledge and belief and
2. I am the applicant above-named and have not leased, assigned or entered into a profit-sharing arrangement of any type with any other person for operation of the above-named business except as disclosed herein; and
3. I have received and read the beer/alcoholic beverage license ordinance of the City of Hurricane, and believe that this application in all respects conforms to the requirements thereof and
4. I consent to the entry in or upon the business premises by City employees or representatives at reasonable times for the purpose of inspecting the event premises to insure compliance with applicable laws, ordinances, rules and regulation; and
5. I understand and agree that any false information contained in this application shall be grounds for denial of this application and shall constitute perjury.

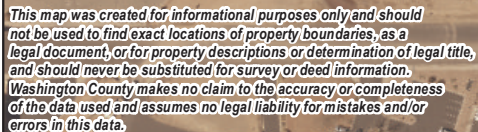
Susi Lafaele

SUBSCRIBED AND SWORN TO before me this 15 day of January 2020

Sarah Lloyd  
(NOTARY PUBLIC OR CITY LICENSE OFFICER)

Office Use Only	
TOTAL FEES \$ _____	AMOUNT PAID \$ _____
DATE _____	RECEIPT # _____
CITY LICENSE NUMBER: _____	
DATE APPLICATION WENT TO CITY COUNCIL: _____	
DATE OF APPROVAL FROM STATE: _____	





**Mayor**  
Clark Fawcett

**City Manager**  
Kaden C. DeMille



**City Council**  
Drew Ellerman  
Joseph Prete  
Dave Imlay  
Lynn Excell  
Amy Werrett

February 5, 2026

Grant and Josefina Ingram

RE: Hangar Pad at 8S 2E

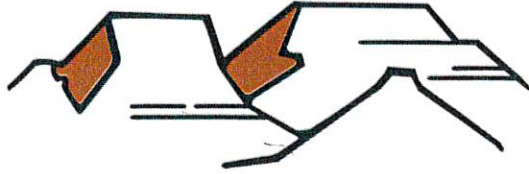
To Whom it May Concern,

I am pleased to inform you that on February 5, 2026, the Hurricane City Council approved the assignment to you of the Hurricane Airport Land Lease, dated October 17, 2024, initially issued to James H. Rosser (the "Lease"). The decision of the Council, together with this confirming letter, constitutes the City's written approval of the assignment of the Lease to you. Please do not hesitate to reach out if you have any questions.

Thank you,

Clark Fawcett  
Hurricane City Mayor





**HURRICANE CITY**  
**UTAH**

**PRIVATE HANGAR LEASE AGREEMENT**

**BETWEEN**

**HURRICANE CITY, UTAH**

**AND**

**JAMES H. ROSSER**

Effective Date: October 17, 2024

## PRIVATE HANGAR LEASE AGREEMENT

THIS PRIVATE HANGAR LEASE AGREEMENT (which, as amended from time to time, is defined herein as the "Agreement") is entered into as of the 17<sup>th</sup> day of October, 2024, by and between Hurricane City, Utah, a Utah municipal corporation, (the "City") and James H. Rosser, an individual, (the "Tenant").

### RECITALS

WHEREAS, City owns and operates an airport located at 800 W. 2300 S., Hurricane, Utah 84737 (the "Airport"); and

WHEREAS, City and Tenant desire to accommodate, promote, and enhance general aviation at the Airport; and

WHEREAS, Tenant desires to lease certain real property at the Airport for the purpose of constructing or purchasing a private hangar for aircraft as provided in this Agreement;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

#### 1. Agreement to Lease and Operate Concession

**A. Agreement to Lease Premises.** City hereby leases to Tenant and Tenant hereby leases from City that certain real property 3,250 square feet in size including five feet beyond the hangar pad on three sides excluding the front and located at the property identified as 8 S 2 E on the Airport property (the "Premises"). Tenant agrees to accept the Premises "as is" and City makes no warranty as to the condition of the Premises or its suitability for any particular purpose.

**B. Disclosure of Soil Condition.** City discloses to Tenant that the soil at the Airport is collapsible and otherwise unstable. Tenant is responsible to obtain appropriate soil evaluation reports, to adhere to the recommendations in the reports, and take whatever action is necessary to mitigate the soil condition on the Premises. Tenant is responsible to construct the hangar at the engineered drainage elevations so the drainage will flow properly. Tenant will maintain and keep the area around the premises clear of debris and obstructions so as not to cause disruption in the expected normal drainage flow.

**C. Construction of Tenant Improvements.** Tenant shall construct or purchase and maintain continuous improvements on the leased Premises, which shall include a concrete pad, an aircraft hangar, fixtures, and any utilities as may be necessary for the Tenant's aviation related activities (referred to herein as the "Tenant Improvements"). Such Tenant Improvements must meet the Airport's Building Development Standards and any applicable Federal Aviation Administration requirements in effect as of the date of this Agreement. The Tenant agrees to submit plans/drawings of the proposed Tenant Improvements to City within eight (8) months of the execution date of this Agreement. Tenant shall be responsible to obtain and pay for proper building permits for the Tenant Improvements and comply with all the applicable ordinances of the City when planning and constructing the Tenant Improvements. Tenant agrees to complete construction of the proposed Tenant Improvements within twenty-four (24) months from the date the building permit is issued.

**D. Grant of Concession and Purpose of Agreement.** Tenant agrees that it shall have the right, privilege, and obligation to use the Premises for the following purposes: The parking, storage, service, repair, light maintenance, operation, and modification or construction (on a noncommercial basis only) of Aircraft, plus incidental activities related to such purposes. An ("Aircraft") shall be any aircraft that Tenant owns or controls, or that is subject to an authorized sublease, when approved in writing in advance by City. Tenant shall provide to City the make, model, and registration number of any Aircraft owned or controlled by Tenant, or that are subject to an authorized sublease, that are based at the Premises.

**E. Access.** City agrees that if Tenant is not in breach of this Agreement, Tenant and Tenant's employees, officers, directors, subtenants that are approved by City pursuant to this Agreement, contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Tenant's Associates") may ingress and egress across the Airport in the areas designated by City and as permitted by applicable Laws and Regulations, on a non-exclusive basis and to the extent reasonably necessary for Tenant's use, occupancy, and operations at the Premises.

**F. Right of Flight and Other Reserved Rights.** This Agreement conveys only a leasehold interest in the Premises on the terms and for the purposes provided herein, and it conveys no other rights, titles, or interest of any kind. City reserves rights in the Premises including but not limited to, a right of aircraft movement on Airport property, a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, subject to the rules, regulations, and policies as may be adopted from time to time by the City, and rights in water, minerals, oil, and gas.

**G. Enjoyments of Rights.** Subject to Tenant's complete performance of the payment and other obligations contained in this Agreement, Tenant shall enjoy the rights, uses, and privileges stated in this Agreement.

**2. Term.** The term of this Agreement shall commence on the date of execution of this Agreement and shall continue thereafter for a term of twenty (20) years until October 17, 2044, (the "Initial Term"). If the tenant desires to renew this Agreement, the tenant must notify the City in writing at least 60 days prior to the expiration of the initial term. Upon such notification, this lease shall renew for an additional five (5) year period at the lease rates stated in Section 3 of this Agreement.

**3. Rent**

**A. Rent.** For Tenant's lease of the Premises, Tenant covenants to pay to City without off-set or deduction the annual ground rent as shown in the table below and commencing on the date of execution of this Agreement. All rent shall be due and payable to the City of Hurricane annually in advance, without notice or demand from City, on the 1<sup>st</sup> day of August. The first years rent payment will be prorated to the next August 1<sup>st</sup> payment date.

<u>Years</u>	<u>Rent amount per square foot</u>
2022 – 2027	.15
2028 – 2033	.18
2034 – 2039	.21
2040 – 2045	.24
2046 – 2051	.27
2052 – 2057	.30

**C. Dishonored Checks.** If any check paid on behalf of Tenant is dishonored or returned by a bank for any reason, Tenant shall pay all charges assessed to City by the bank plus a service charge of fifty dollars (\$50.00) per occurrence (or such other amount as City shall implement from time to time) in addition to other sums due under this Agreement.

**D. Past Due Amounts.** If tenant fails to pay when due any amount required to be paid by Tenant under this Agreement, such unpaid amount shall bear interest at the rate of eighteen percent (18%) from the due date of such amount to the date of payment in full, with interest. In addition, City may charge a sum of five percent (5%) of such unpaid amount as a service fee, which the parties agree is a reasonable amount to cover the additional costs for billing and collecting arising from Tenants failure to make payment in a timely manner. All amounts due under this Agreement are and shall be deemed to be rent, and shall be paid without abatement, deduction, off-set, prior notice, or demand (unless expressly provided by the terms of this Agreement). City's acceptance of any past due amount either full or partial (or its associated interest or service fee) shall not constitute a waiver of any default under this Agreement.

#### **4. Tenant's Use of Premises and Airport**

**A. No Interference.** Tenant and Tenant's Associates shall not use the Premises or the Airport in any manner that interferes with any operation at the Airport or decreases the Airport's effectiveness, as reasonably determined by the City at its sole discretion. Tenant shall promptly notify City of any use that creates such interference or decrease of effectiveness and remedy the same to City's satisfaction.

**B. Comply with all Laws and Regulations.** Tenant and Tenant's Associates shall comply at all times, at Tenant's sole cost, with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Tenant's use, occupancy, or operations at the Premises or the Airport (the "Laws and Regulations"), which include but are not limited to, the Airport Rules and Regulations, Policies and Procedures, Minimum Standards for Commercial Aeronautical Activities, Utah Code Annotated, the Code of Revised Ordinances of Hurricane City, the Protective Covenants of the Hurricane City Airport, applicable Federal Aviation Regulations, and all lawful, reasonable, and nondiscriminatory Airport policies and other requirements.

**C. No Unauthorized Use.** Tenant and Tenant's Associates shall use the Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, any use that would damage, interfere with, or alter any improvement; restricting access on any road or other area that Tenant does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Laws and Regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; the use of automobile parking areas in a manner not authorized by City; fueling activities on the Premises or any other area that City has not authorized; commercial activities, aircraft parking, or storage in areas not leased by Tenant, any use unrelated to the purposes of this Agreement; and any use that would be prohibited by or would impair coverage under either party's insurance policies.

**D. Permits and Licenses.** Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use,

occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice from any governmental authority that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide City with timely written notice of the same.

**E. Taxes and Liens.** Tenant shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for the Tenant Improvements). Within ten (10) days of notice of such lien, Tenant shall have the lien removed or deposit with the City cash or other security acceptable to City in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the Premises, Tenant shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against City's real property or any interest therein.

**F. Damage to Property and Notice of Harm.** Tenant, at Tenant's sole cost, shall repair or replace to City's satisfaction any damaged property that belongs to City or City's other Tenants to the extent that such damage arises from or relates to an act or omission of Tenant or Tenant's Associates. Tenant shall promptly notify City of any such property damage. If Tenant discovers any other potential claims or losses that may affect City, Tenant shall promptly notify City of the same.

**G. No Alterations or Improvements.** Tenant shall not make or cause to be made any alterations or improvements to the Premises or to other areas of the Airport without City's prior written consent.

**H. Security.** Tenant is responsible to comply, at Tenants sole cost, with all security measures that City, Federal Aviation Administration, the United States Transportation Security Administration or any other governmental authority having jurisdiction may require in connection with the Airport. Tenant shall protect and preserve security at the Airport, including, but not limited to, protecting security information and protecting any access points to the Airport that are maintained by Tenant. Tenant will be vigilant in watching for unusual activity or persons that do not belong at the Airport, and will report such to the Airport Manager or by calling 1-866-GA-SECURE.

**I. Removal of Disabled or Derelict Aircraft.** Tenant shall promptly remove or cause to be removed from any portion of the Airport not leased by Tenant the Aircraft (or any other aircraft that Tenant owns or controls) if it becomes disabled or derelict. Tenant may store such aircraft within the Tenant Improvements or, with the City's prior written consent, elsewhere at the Airport on terms and conditions established by City. If Tenant fails to comply with this requirement after a written request by City to comply, City may (but is not required to) cause the removal of any such aircraft at Tenant's expense by any means that City determines to be in City's best interests.

**J. Maintenance, Repair, Utilities, and Storage.** Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to the City. Tenant shall be solely responsible to design and construct the Tenant Improvements and to maintain, repair, reconstruct, and operate the Premises and the Tenant Improvements at Tenant's sole cost and expense, including, but not limited to, all utility services, janitorial services, waste disposal, and ramp repair. Tenant shall at all times maintain the Premises and the Tenant Improvements in a condition that is clean, safe, sanitary, and in good repair. Tenant shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. City has sole

discretion to determine the quality of the work. Tenant shall promptly remedy any condition that fails to meet this standard. In addition to other restrictions and requirements contained in this Agreement, Tenant shall not store outside of the Tenant Improvements (aircraft hangar) any inoperable equipment, discarded or unsightly materials, materials likely to create a hazard, trailers (except trailers designed to carry gliders), inoperative motor vehicles, or any other similar items. Tenant is responsible to keep the area five feet out from all four sides of the aircraft hangar clear of weeds and any debris.

**K. Operations.** Tenant's operations shall comply with the following.

(i) Airport Operations. Tenant shall occupy the Premises and shall operate in a manner that promotes effective Airport operations. Among other things, Tenant shall immediately notify the Airport Manager of any condition observed at the Airport that may create a hazard or disruption; Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees; and Tenant shall promptly respond to City's requests for information and reasonable assistance in connection with planning and other operational matters at the Airport. If City determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by City or other agency in charge and shall operate in a manner that protects safety and the interests of the public.

(ii) Safety. Tenant shall maintain appropriate safety items at the Premises as may be required by the City, Local Fire Authority, or other governmental agency

(iii) Personnel. Tenant shall control the conduct, demeanor, and appearance of its employees and Tenant's Associates so they do not annoy, disturb, or impair Airport customers, tenants, or employees. Tenant shall provide the Airport Manager with the name and contact number of a person who is responsible for and has authority to act on behalf of Tenant.

(iv) Deficiencies. Without limiting or waiving any other remedies available to City, including declaring a breach of this Agreement, City's remedies shall include the following in connection with deficiencies in Tenant's operations.

(a) Propose and Implement Cure. Tenant shall meet with the Airport Manager as he or she may request regarding the quality of Tenant's operations, whether or not in connection with a specific complaint. Tenant shall propose curative measures in response to City's determinations regarding deficiencies in Tenant's operations and shall implement as expeditiously as possible measures that are approved by City.

(b) Remove Employees and Associates. City shall have the right to require Tenant to remove from the Airport any employee or any of Tenant's Associates that City reasonably determines to be in violation of any provision of this Agreement or otherwise detrimental to City's interests at the Airport.

**5. City's Rights and Obligations**

**A. Airport Maintenance.** Subject to subparagraph C. of this section, City agrees that as long as the Airport is certified to operate as an airport by the Federal Aviation Administration (or any successor agency), City shall keep the property of the Airport in good repair and free from obstruction in accordance with applicable Federal standards.

**B. Access to Premises.** City for itself and its employees, officers, directors, agents, and other representatives ("City's Associates") reserves the right to enter the Premises and Tenant Improvements at reasonable times and with reasonable notice for any purpose relating to the Airport including, but not limited to, conducting inspections, determining compliance with this Agreement, conduct Airport work, or for emergency purposes, provided that they shall not unreasonably interfere with Tenant's use of the Premises or Tenant's Improvements.

**C. City's Right to Relocate Tenant's Improvements from Premises.** It is understood and agreed that as conditions may require, the City has the right to require Tenant to relocate Tenant's Improvements from the Premises to a new location at a new airport if the City elects to relocate the Airport, which would be comparable to Tenants current leased Premises. Tenant shall bear the costs associated with relocating Tenant's Improvements and property to the new location. City agrees to provide the Tenant with a new Private Hangar Lease Agreement for the new location upon the same terms and conditions as are contained herein for the unexpired term of this Agreement.

**D. City Charges.** City has the right to impose rates and charges in connection with any matter at the Airport in a manner consistent with Laws and Regulations.

**E. City Directives.** City is the owner and proprietor of the Airport, and City has the right to issue any lawful, reasonable, and non-discriminatory directive as a landlord and proprietor that City determines to be in City's best interests.

**F. Governmental Acts.** City is a governmental entity, and City has all rights, powers, immunities, and privileges afforded to it under Laws and Regulations. Tenant agrees that Tenant is subject to any lawful governmental act of City without regard to the provisions of this Agreement.

## **6. Indemnification, Insurance, and Letter of Credit**

**A. Indemnity by Tenant.** Tenant agrees to indemnify, hold harmless, and defend City and its officers and employees from and against losses of every kind and character (including but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court of dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) this Agreement; (ii) any use, occupancy, or operations at the Premises or the Airport by Tenant or Tenant's Associates; or (iii) any wrongful, reckless, or negligent act or omission of Tenant or Tenant's Associates. Tenant shall use attorneys, experts, and professionals that are reasonably acceptable to City in carrying out this obligation. This obligation does not require Tenant to indemnify City and its officers and employees against losses (as defined above) that arise solely from the negligent acts or omissions of City and its officers and employees. The obligation stated in this Section 6.A. shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are proven to be true.

**B. Waiver.** Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft)

against City and its officers, employees, and volunteers arising from or related to Tenant's use, occupancy, or operations at the Premises or the Airport.

**C. Insurance.** At Tenant's cost, Tenant shall procure the following insurance coverage prior to entering the Premises, and Tenant shall maintain its insurance coverage in force at all times this Agreement is in effect:

i. Aircraft Liability with Additional Coverage. Aircraft liability insurance that includes premises liability, and, if applicable, mobile equipment coverage with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) per occurrence (and one hundred thousand dollars (\$100,000) per passenger seat for applicable claims), including, but not limited to, contractual liability coverage for Tenant's performance of the indemnity agreement set forth in Section 6.A. If any such coverage is not available to Tenant in the form of an aircraft liability policy, Tenant shall obtain substantially similar coverage through a commercial general liability policy.

ii. Property. Tenant is solely responsible for Tenant's Improvements and Tenant's personal property, and Tenant may purchase insurance for Tenant's Improvements and Tenant's personal property as Tenant may determine.

iii. Automobile. If Tenant drives any automobile other than in the roadways and automobile parking areas at the Airport (including, but not limited to, if Tenant parks an automobile in Tenant's hangar when permitted by this Agreement), comprehensive automobile liability coverage for claims and damage due to bodily injury or death of any person or property damage arising out of Tenant's ownership, maintenance, or use of any motor vehicles, whether owned, hired, or non-owned, of not less than five hundred thousand dollars (\$500,000) single combined limit "per accident" for bodily injury and property damage.

iv. Pollution. Tenant is responsible for environmental losses. Any pollution legal liability insurance obtained by Tenant shall comply with the requirements for insurance that are stated in this Agreement. If Tenant engages in self-fueling, Tenant shall comply with City's self-fueling requirements, including, but not limited to, pollution legal liability insurance requirements.

v. Aircraft. Tenant is solely responsible for any damage to the Aircraft. Tenant shall obtain insurance coverage for the Aircraft as Tenant may determine.

vi. Business Interruption. Tenant is solely responsible for all costs of business interruption, however incurred, and Tenant may purchase business interruption insurance as Tenant may determine.

**D. Insurance Requirements.** The insurance described by this section have the following requirements:

i. General Requirements. At all times when this Agreement is in effect, Tenant shall maintain in force all required insurance coverage and shall have on file with the City Certificates of Insurance evidencing the same. Such certificates shall provide that coverage will not be cancelled, suspended, voided, or reduced without at least thirty (30) days prior written notice to the City. Ratings for the financial strength of the companies providing Tenant's insurance policies shall be disclosed in such certificates and shall be "A- VII" or stronger as published in the latest Best's Key Rating Guide (or a comparable rating from a comparable rating service). If a lower rating is proposed, City may examine the financial strength of the

insurance company proposed to provide coverage and may consent to a lower rating in the City's sole and absolute discretion, and City may also require additional assurances from Tenant. All certificates shall be signed by a person authorized by the insurer and licensed by the State of Utah. All policies (except any policies required for worker's compensation or error s and omissions) and the certificates evidencing coverage shall name City and its officers, employees, and volunteers as additional insureds (or in the case of property coverage, City shall be named as a loss payee). Tenant shall provide for a renewal of all insurance coverage on a timely basis to prevent any lapse in coverage. City retains the right to approve any deductibles, and Tenant shall notify City of any material erosion of the aggregate limits of any policy. Tenant's policies shall be primary. Such policies shall extend insurance to cover Tenant's contractual obligations under this Agreement.

ii. Minimum Requirements. City's insurance requirements are minimum requirements, and Tenant is responsible to obtain adequate insurance coverage as Tenant may determine. Except as otherwise expressly set forth in this Agreement, Tenant assumes all risk under this Agreement (including, but not limited to, business interruption claims) whether or not insured.

iii. Waiver of Subrogation. Notwithstanding any other provision contained in this Agreement, each of the parties hereby waives any rights of subrogation it may have against the other party for loss or damage from any risk that is covered by insurance (including, but not limited to, claims for business interruption). Each of the parties shall obtain a clause or endorsement providing for such waiver of subrogation in any policies of insurance required under this Agreement.

iv. Terms Subject to Change. City, in its sole and absolute discretion, reserves the right to review and adjust at any time Tenant's required insurance limits, types of coverage, and any other terms applicable to insurance to reasonably insure against any risk associated with this Agreement or Tenant's use, occupancy, or operations at the Airport. Among other things, City may review any or all insurance coverage on a periodic basis and in connection with any specific activity or event associated with the Airport or proposed by Tenant.

v. Stopping Operations. Among City's remedies, if at any time Tenant's insurance coverage is not in effect as required herein, City may (but is not required to) stop all or any portion of Tenant's operations without liability to City until Tenant fully restores such coverage.

**E. Performance Security.** City reserves the right to require a performance security in a form and amount acceptable to City upon any material default by Tenant under this Agreement.

**7. Hazardous Materials.** Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on , under, or about the premises or the Airport by Tenant or Tenant's Associates in violation of applicable Environmental Laws. Tenant is responsible for any such violation as provided by Section 6.A. of this Agreement. Tenant agrees that in the event of a release or threat of release of any Hazardous Material by Tenant or Tenant's Associates at the Airport, Tenant shall provide City with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable Laws and Regulations.

## **8. Assignment and Subleasing**

**A. Assignment.** Tenant shall not assign any of its rights under this Agreement, including, but not limited to, rights in the Tenant Improvements, (whether such assignment is voluntary or involuntary, by merger, consolidation, dissolution, change in control, or any other manner), shall not encumber any such rights or record this Agreement (or any document or interest related thereto) and shall not delegate any performance under this Agreement, except with prior written consent of City to any of the same. City will not unreasonably withhold written consent to an assignment of this Agreement.

**B. Subleasing.** With prior written consent of City, Tenant shall have the right to sublease portions of the Premises and Tenant Improvements only for the purposes specified in this Agreement or to store an aircraft. City shall have the right to approve any sublease tenant and sublease agreement. Tenant shall impose on any approved sublease tenant the same terms set forth in this Agreement to provide for the rights and protections afforded to City. Tenant shall reserve the right to amend any sublease to conform to the requirements of this Agreement, and any sublease shall be consistent with and subordinate to this Agreement as it is amended from time to time. Any sublease shall include an agreement that the sublease will attorn to and pay rent to City if Tenant ceases to be a party to this Agreement. Tenant shall provide to City a copy of any sublease executed by Tenant. No sublease shall relieve Tenant of any obligations under this Agreement.

## **9. Damage, Destruction, and Condemnation.**

**A. Damage or Destruction of Premises.** If any portion of the Premises or the Tenant Improvements is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by City as being consistent or better than the original improvements, and Tenant shall follow City's policies and procedures regarding obtaining building permits as necessary. Tenant shall apply all proceeds that are made available from Tenant's insurance policies (or those of any subtenant or assignee) to performing such work. If City performs such work pursuant to Section 10.B, such insurance proceeds shall be paid to City. If the Premises or Tenant Improvements are tenantable despite such damage, Tenant shall not receive any abatement of Tenant's rent obligations. To the extent that any portion is rendered untenable by such damage in light of the purposes of this Agreement (as determined by City in its sole discretion), rent shall continue if Tenant has business interruption insurance, or if Tenant does not have such insurance, City shall abate Tenant's rent proportionately until repairs have been substantially completed (as determined by City in its sole discretion).

**B. Condemnation.** In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than the City), all compensation from such proceeding shall be paid to City, except that Tenant may pursue a claim against the condemnor for the value of the Tenant Improvements and Tenant's leasehold interest and any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the event of a partial taking, City shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the premises so taken. If City determines in its sole discretion that all or a material portion of the premises will be (or has been) rendered untenable as a result of such taking, City may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at time specified in the notice (which shall not be less than sixty (60) days after the date of such notice).

## **10. Default**

**A. Tenant's Default.** Each of the following events shall constitute a default or breach of this Agreement by the Tenant. (i) Tenant fails to timely pay any installment of rent; (ii) Tenant violates any requirement under this Agreement (including, but not limited to, abandonment of the Premises) and fails to cure the same within sixty (60) days after written notice thereof by City to Tenant; (iii) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (iv) Tenant files a petition in bankruptcy, becomes insolvent, or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vi) Tenant defaults in constructing a Tenant Improvement as provided for in this Agreement.

**B. Remedies.** Upon default by Tenant under this Agreement, City may (at any time) pursue any or all remedies available to City, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to City all costs incurred by City for such performance; (ii) terminate Tenant's rights under this Agreement upon delivering a written notice of termination; and (iii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, the cost of improving and re-letting the Premises, and any attorney fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent required under this Agreement for the remaining term of this Agreement, and Tenant shall pay City on demand for any deficiency in the same. No action by City or City's Associates shall be construed as an election by City to terminate this Agreement or accept any surrender of the Premises unless City provides Tenant with a written notice expressly stating that City has terminated this Agreement or accepted a surrender of the Premises. Following a default by Tenant under this Agreement, City shall exercise commercially reasonable, good faith efforts to mitigate its damages as required by applicable Utah law.

**C. Default by City.** City shall not be in default under this Agreement unless City fails to perform an obligation required of City under this Agreement within thirty (30) days after written notice by Tenant to City. If the nature of City's obligation is such that more than thirty (30) days are reasonably required for performance or cure, City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event may Tenant terminate this Agreement or withhold the payment of rent or other charges provided for in this Agreement as a result of City's default.

**D. Survival.** The provisions of this Section 10 and the remedies and rights provided in Section 6 shall survive any expiration or termination of this Agreement.

## **11. Expiration or Termination**

**A. Tenant's First Right of Refusal.** If the City elects to re-let the Premises upon the expiration of this Agreement, and if the Tenant is in compliance with the terms of this Agreement, the Tenant shall have the first right of refusal to enter into a new lease of the Premises upon the terms and conditions as the City Council at the time may require. No sooner than 180 days and no later than 30 days before the end of the term of this Agreement, Tenant

shall notify City in writing that Tenant desires to exercise its right of first refusal under this paragraph, after which the Tenant's right of first refusal shall expire. Tenant's refusal to enter into a new lease upon the terms and conditions required by the City Council at the time shall also result in the expiration of Tenant's right of first refusal.

**B. Disposition of Tenant Improvements.** Upon the termination of this Agreement before or on the expiration date, Tenant shall do one of the following at the option of City: (1) enter into a new lease to relet the Premises pursuant to Tenant's right of first refusal as set out in Section 11.A.; (2) surrender the Tenant Improvements to City if City has determined to accept the Tenant Improvements, with Tenant's rights, title, and interests in the Tenants Improvements being deemed transferred to the City upon the City accepting the same; or (3) remove all Tenant Improvements from the Premises and Airport at Tenant's sole expense in a manner acceptable to City (and the obligations of section 6.A. shall apply to such removal). If Tenant fails to remove any Tenant Improvements under subsection (4), City may do so in any manner acceptable to City pursuant to Section 10.B.

**C. Surrender of Premises.** Unless the Premises is relet to Tenant prior to the expiration of this Agreement pursuant to Section 11.A., upon any expiration or termination of this Agreement, Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to City the Premises (and any Tenant Improvements accepted by the City pursuant to Section 11.B) "broom clean" and in good order and condition, excepting reasonable wear and tear; (ii) repair in a good and workmanlike manner any damage to the Premises or the Airport that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to City all keys and access credentials relating to the Airport; (iv) perform Tenant's environmental obligations as provided in Section 7; and (v) remove all movable personal property and trade fixtures (including signage) that are not owned by City, (except that Tenant must obtain City's prior written consent to remove any such property if Tenant is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by City without notice to, and without any obligation to account to, Tenant or any other person (except that Tenant Improvements shall be as provided in Section 11.B). Tenant shall pay to City all expenses incurred in connection with the disposition of such property in excess of any amount received by City from such disposition. Tenant shall not be released from Tenant's obligations under this Agreement in connection with surrender of the Premises until City has inspected the Premises and delivered to Tenant a written acceptance of such surrender.

**D. Holding Over.** If Tenant remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement and City may terminate such occupancy as a tenancy at will in accordance with Utah Law. During such occupancy, Tenant shall comply will all provisions of this Agreement that are applicable to an at-will-tenancy, and Tenant shall pay the following rent: ground rent at the highest rate then charged at the Airport and rent for the Tenant Improvements at fair market value based on City's survey of rent for similarly situated facilities at the Airport and at other western airports.

**E. Survival.** The provisions of this Section 11 shall survive any expiration or termination of this Agreement.

## 12. General Provisions

**A. No Exclusive Rights.** Nothing in this Agreement shall be construed to grant to Tenant any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Tenant's exclusive use as provided herein).

**B. Agreement Preserves City's Compliance.** This Agreement shall be interpreted to preserve City's rights and powers to comply with City's Federal and other governmental obligations.

**C. Subordination to City's Government Commitments.** This Agreement is subordinate to the provisions of any agreement between City and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport Improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of City entering any agreement or participating in any program applicable to the Airport, Tenant agrees to consent to any such modification. If a governmental authority determines that any act or omission of Tenant or Tenant's Associates has caused or will cause City to be non-compliant with any of City's government commitments, Tenant shall immediately take such actions that may be necessary to preserve City's compliance with the same.

**D. Subordination to Financing and Matters of Record.** This Agreement is subordinate to the provisions of any agreements or indentures entered by City (regardless of when entered) in connection with any debt financing applicable to the Airport and is subordinate to any matter of record affecting the real property of the Airport.

**E. Force Majeure.** No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this Agreement. If City (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

**F. Rights and Remedies.** Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

**G. Attorney's Fees.** If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for the recovery of possession of the Premises, the party prevailing in such action shall be entitled to recovery from the other party(s) reasonable attorney's fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those arising from any appeal), the amount of which shall be fixed

by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including but not limited to, attorney fees incurred by the City in any case or proceeding involving the Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section 12.G. shall survive any expiration or termination of this Agreement.

**H. Governing Law, Venue, and Waiver of Jury Trial.** This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the Laws of the State of Utah. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the United States District Court for Utah or the District Court for the State of Utah sitting in Washington County, Utah so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocable consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. CITY AND TENANT EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this Section 12.H. shall survive any expiration or termination of this Agreement.

**I. Amendments and Waivers.** No amendment to this Agreement shall be binding on City or Tenant unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

**J. Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any part. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

**K. Merger.** This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, now agreement of the other party except for those expressly contained in this Agreement. Any proposal materials or exhibits submitted by Tenant in response to a solicitation by City, to the extent accepted by City, shall also be incorporated in this Agreement.

**L. Confidentiality.** Tenant acknowledges that City is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that City maintain a record confidentially, and if Tenant complies with the same, Tenant shall have the right to defend any such request for confidentiality at Tenant's expense.

**M. Relationship of Parties.** This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

**N. Further Assurances.** Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

**O. Miscellaneous.** The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Tenant shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Tenant consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

**P. Time is of the Essence.** Time is of the essence in this Agreement.

**Q. Notices.** Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way of example, Federal Express or UPS), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows.

If to City:

Hurricane City  
City Attorney  
147 N. 870 W.  
Hurricane, UT 84737

If to Tenant:

James H. Rosser  
1442 S. 2300 E.  
New Harmony, UT 84757

Either City or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section 12.Q. and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

**R. Binding Obligation.** Tenant warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement as a legal, valid, and binding obligation of Tenant.

**S. City Approval and Consent.** Wherever in this Agreement it specifies the City must give approval or consent by the terms of this Agreement, such approval or consent shall not be unreasonably withheld. Unless otherwise specified, approval, consent, or action by the City refers to approval or consent by the Hurricane City Council.

**T. Personal Guaranty.** The undersigned Guarantor does herewith personally guarantee the due performance of this Agreement regarding all its provisions and obligations in the same way as if Guarantor were the original Tenant of this Agreement. This guaranty is continuing and unconditional. The undersigned Guarantor shall be liable as a principal debtor and not merely as surety, and the bankruptcy or any assignment in favor of creditors of Tenant

shall not affect the enforceability of this Personal Guaranty. This Personal Guaranty shall bind the respective heirs, executors, administrators, and assigns of the undersigned Guarantor, and shall inure to the benefit of the City, its successors, assigns, and subrogees. Guarantor now waives and releases all benefits and relief from all and any appraisement, exemption, or stay laws of any state currently in force or passed in the future.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

HURRICANE CITY

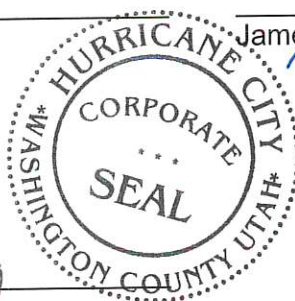
TENANT

  
Nanette Billings, Mayor

  
James H. Rosser

Attest:

  
Cindy Beteag, City Recorder



Approved as to form:

  
Dayton Hall, City Attorney

Minutes of the Hurricane City Council meeting held on December 18, 2025, in the Council Chambers at 147 North 870 West, Hurricane, Utah at 5 p.m.

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

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

## AGENDA

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

Darren Barney stated they participated in the Wreaths Across America by putting together the list of Veterans at the cemetery, marking the graves, and cleaning up the wreaths after. The construction at the Veterans Park is starting to move again with the bathrooms almost finished, the underground trench being dug for electrical, and all the statues are here and ready to be installed. He reported that they had some people buried in the wrong spots, so they had to move deeds. The families have been great to work with. He has put policies in place to prevent it in the future. They will have to exhume a body in the next couple weeks due to a judge's order regarding a murder in the 70's.

Larry Palmer reported that since the last Council meeting the building department had issued permits for seventeen single family homes, one twin home, two condo buildings, one commercial TI for an AT&T store by Walmart, and four commercial building, including a new building for Ernie's Too, an industrial building at Quail Creek Industrial Park, and two restaurants at Jellystone. Apple Bee's passed their final inspection today. He mentioned there was a house on 400 S. that started demolishing it without permits. They still had gas and power connected in the house and they had no asbestos checked. They issued a red tag to stop work while they work on permits.

Ken Richins stated the Dixie Springs Well is ready to start pumping operations. They are just waiting for an operating permit from the State.

Chief Yates announced they held Shop with a Cop last Saturday with fifty-five kids attending and they shopped for three more that couldn't attend. The event started with breakfast at the high school. They had a lot of different agencies helping. He stated this always has a positive outcome that builds great relationships. They have finished the last background on the new hires, so all positions are filed.

38 Tiffani Wright reported that they made about \$17,000 with the Tree Festival and Tree Lighting.  
39 She stated both were great events. The hoops are currently being installed in the new gym, and  
40 the flooring is being laid. They ran out of carpet on the lower level for the walls. The cabinets  
41 and countertops are installed. The parking lot won't be done until January, so they are hoping  
42 to be in by the end of January. She stated they had bid openings for the pool and pickleball  
43 courts that they are excited to get going. Programs will start back up in January. She thanked  
44 the outgoing Mayor and Council for the support and work that they have done.

45 Paige Campman stated the audit review was moved to the next meeting, but they did report  
46 that there were no findings.

47 Sel Lovell stated he is happy that positions are being filled. The City is up to 141 full-time  
48 employees. This is the highest he has seen.

49 Mike Vercimak stated there are a lot of subdivision and commercial projects going on.

50 Hayden Roberts reported that the crack seal has been completed downtown and they are  
51 moving over by Sky Mountain. The crushing is completed at the street yard. There is a storm  
52 coming next week that they are preparing for.

53 Mike Johns stated he just got back from the UAMPS conference. UAMPS has set a savings  
54 account that cities can put money in to save for unknown market changes. The Central St.  
55 George project will be paid for shortly and he has become the chair for that board.

56 Arthur LeBaron echoed Mrs. Wright's comments and thanked them for their service on Council.  
57 There are a couple of bids on agenda to be awarded tonight. He thanked Councilman Ellerman  
58 for his help. He stated he emailed and printed the recommendation on the pool that was  
59 completed today. He applied for a grant from UDOT for the transportation master plan that  
60 they are planning. He explained when they do the master plan updates, they look at road  
61 alignments. We will need to add the interchanges on SR-7 which will affect the impact fee  
62 calculations, and we need to look at where signals are needed. We are growing and they will  
63 start popping up everywhere. He wants to do a pavement management update. He is going to  
64 do an analysis on costs, what they get from B&C funds, and what they get from sales tax to see  
65 if we need to implement a transportation utility fee. The State has realized there is a shortfall  
66 between the needs and what cities receive from the B&C fund. He explained there is a senate  
67 bill that requires cities to look at barriers to connectivity which will also be addressed with this  
68 project. Mayor Billings stated Santa Clara has started this utility fee. She recommended  
69 reaching out to them. She stated the bid was awarded for the fencing on the bridge. UDOT is  
70 building it offsite. Councilman Fawcett asked about a turn lane on 1760 West off SR-9. Mr.  
71 LeBaron stated that it is a problem as well as at 1150 West. He will get an update from UDOT  
72 and report back to the Council. He stated they are having team meetings for the second access  
73 to Sand Hollow. They are working on all the details to get the entrance designed.

74 Gary Cupp reported the Planning Department remains busy with applications and code  
75 updates.

Fred Resch III stated the Planning Commission approved the final site for a dentist office north of the Windgate parking lot and a final site for the micro hospital, Exceptional Healthcare, by I-15.

Kaden DeMille thanked the Mayor and Council for their work. They will be missed. He stated they have done a lot of work, and it has been a pleasure working with them.

Mayor Billings stated the mayors and Five County held a meeting with the legislators. There will be an HOA bill that will be coming in January. They have done some work on the short-term rental bill but if there are more things let them know. They are working on a bill to protect software regarding malware. She explained Neil Waters stated it wasn't the intent for PID's to affect cities bonding capacity and they will do whatever they can to fix it. Councilman Fawcett stated the State was trying to protect the cities, but the GASB is different. They need to get something done. Mayor Billings stated they are working through the problems. She stated Suncor donated the concrete blocks for the bike park, but they didn't have a way to get it here. Matt Flanders has volunteered to coordinate transporting the blocks to the park. She announced there is a resident that would like to purchase property and construct some soccer and pickleball fields to donate to the City. He is working through a contract with property near 1100 West and 3000 South.

**6:00 p.m. - Call to Order –**

Mayor Billings welcomed everyone and called the meeting to order.

Prayer: Councilman Hirschi

Thought and Pledge: Councilman Thomas

Declaration of any conflicts of interest

None declared.

Minutes of the Regular City Council Meeting for November 20, 2025

Drew Ellerman motioned to approve the November 20, 2025, minutes as written. Seconded by Clark Fawcett. Motion carried unanimously.

Recognition of Detective Johnson

Chief Yates introduced the representatives from the Internet Crimes Against Children "ICAC" with the Attorney General's office. He stated they protect the most valuable people. Adding that last year Steve Johnson came to him stating he wants to be a part of the task force. Captain Sete Aulai introduced himself and Sergeant Ekolu Delos Santos. He explained they are here to recognize Detective Steve Johnson for being a phenomenal investigator that is dedicated to keeping children safe online. He stated this is a great task force that you see the fruits of your labor, but it is not an easy job. It is not easy to listen to or see the abuse of the children. Mr. Johnson's dedication has led to the rescue of a child within the state. There are 91 agencies make up the task force and their mission is simple – save children. Hurricane has been part of the task force for just over a year and has been a great partner. They work with missing and

exploited children. He highlighted a case of Detective Johnson where he identified a repeat sex offender here in Utah. He located him in Ivins and arrested him. He puts in long hours investigating cases and has a willingness to listen and watch what he has to. They are here to award him with the New Investigator of the Year. He is a great example to all of them. He stated there were twenty-one cases that came to Hurricane and Mr. Johnson took them all. He appreciates all of his work. He is valued and appreciated by many. He asked for a round of applause for the New Investigator of the Year and presented him with a plaque.

Recognition of the outgoing Mayor and Council

Councilman Fawcett thanked outgoing Councilmembers and Mayor for their work. He stated they have made a difference, and he is thankful to have the opportunity to work with them. They will be missed. He stated he has worked with a lot of mayors throughout his career, but he has not seen one put as much time and dedication in to as she has. She is appreciated.

#### **Public Forum – Comments From Public**

Clelen Tanner stated he listened to the 11/20/25 council meeting. He is here to express his concern regarding the Sunwood Canyon Villas development. He thinks the developer made poor business decisions because he is now here asking for exceptions. He stated as a taxpayer he is unclear why the City isn't being more neutral on this development. He explained the developer tried to build a retaining wall on his property without proper permitting. He was asked to stop multiple times but didn't until the project was red tagged. It has been almost two years since he caused damage to his property, and nothing has been done to fix it. He thinks the recording from that meeting indicates there are personal connections with this developer. He asked Mayor Billings and Councilman Ellerman to recuse themselves from further discussions or voting on all matters pertaining to Sunwood Canyon Villas. He stated Hurricane needs to plan for and encourage affordable housing rather than subsidizing it.

Steve Nation mentioned a new airport zoning act that was passed but he has not heard anything else about it. He asked for an update on the status of it. Mayor Billings stated she called the County and they said they weren't doing anything right now. It has to go through them first.

#### **OLD BUSINESS**

**1.** Consideration and possible approval of Ordinance 2025-17 amending Title 10, Chapters 3, 12-17, & 37 regarding accessory buildings in front yards; LUCA25-06; Hurricane City, applicant -Gary Cupp

Gary Cupp explained last time this was before the Council, staff was given direction to remove all ADU's in the front yard and clean it up. Those revisions have been made and ADU's are no longer allowed in front yards. They are now recommending approval. He explained this also cleans up the front yard definition and how it is defined. Councilman Thomas pointed out that if you live on a five-hundred-acre parcel and build two hundred feet back then you can't put it in

the front. Mayor Billings stated they could add provisions to allow them on larger lots. Mr. Cupp explained staff did have provisions to allow that but have since removed that.

Kevin Thomas motioned to approve Ordinance 2025-17 amending Title 10, Chapters 3, 12-17, & 37 regarding accessory buildings in front yards subject to allowing an ADU on an acre or more. Mr. Cupp stated staff needs more direction than that. Motion died.

Kevin Thomas motioned to continue Ordinance 2025-17 amending Title 10, Chapters 3, 12-17, & 37 regarding accessory buildings in front yards and directed staff to come back with a draft allowing ADU's in the front yard on one acre or more, requiring that the ADU is smaller than the home, and requiring compliance with all the other development standards. David Hirschi seconded the motion. Motion carried with David Hirschi, Kevin Thomas, Clark Fawcett, and Joseph Prete voting aye. Drew Ellerman voted nay.

Councilman Prete recommended staff providing two versions with the options that have been discussed, so they had options. Councilman Fawcett asked if this should be on the January 15<sup>th</sup> or February 5<sup>th</sup> agenda. Council agreed February 5<sup>th</sup> would be better so there is a full council.

## **NEW BUSINESS**

### **1. Consideration and possible approval of an appeal of the denial of a vacation rental license - Kris Olmore**

Kris Olmore explained she thought the renewal was due at the end of the year and missed her deadline. She is asking for an appeal to reactivate her license. Mayor Billings read the following summary that was provided in the packet written by Cindy Beteag. "The applicant has held a whole-home vacation rental license for a single-family residence since September 2021. During that time, the City has not received any complaints or concerns regarding the operation of the rental. The license was not renewed for the 2025 licensing period. Staff issued multiple notices to the property owner, including: August 15, 2025: Initial renewal notice, October 6, 2025: Renewal reminder, November 6, 2025: Late fee notice, and November 21, 2025: Final failure-to-renew notice. The owner did not respond or remit payment following any of these notices. No inspection was scheduled or completed. On December 2, 2025, following receipt of the failure-to-renew notice, the owner contacted the City requesting to appeal the failure to renew. Staff explained that the code does not provide an appeal process for a failure to renew. The owner was advised that they could reapply; however, staff would be required to deny the application due to the lapse, and that denial could then be appealed to the City Council. Staff also informed the owner that application and license fees are non-refundable, even if the Council upholds the denial, though the applicant may request an exception directly from the Council. Staff recommends denial of the appeal. The applicant had a total of 45 days before and after the license expiration to complete the renewal and required inspection but failed to take any action during that time."

Councilman Thomas confirmed that none of notices were sent certified and that staff did not call or email the owner before the renewal was denied. Ms. Olmore added that she moved her

renters, so it has been sitting vacant since the renewal was denied. Councilman Ellerman confirmed it is a stand-alone rental. Councilman Prete confirmed the owners had received the notices. Ms. Olmore stated she did read them, but she just didn't process them. She has had a lot of traumatic events this past year and she just let it lapse. She has done this for nine years and hasn't had any complaints. She has rentals in LaVerkin and this one in Hurricane. Councilman Hirschi confirmed that if this is revoked the license goes away. Mayor Billings commented that she has done a good job controlling it. Councilman Prete confirmed she personally manages the property.

David Hirschi motioned to approve the appeal based on the owner managing it well. Seconded by Joseph Prete. Motion carried with Kevin Thomas, David Hirschi, and Joseph Prete voting aye. Clark Fawcett and Drew Ellerman voted nay.

Kaden DeMille noted that this was the second consecutive appeal approved by the Council and questioned whether the current staff process should be reconsidered. Mayor Billings suggested that staff contact property owners by phone or email prior to issuing a denial. Councilman Thomas stated that he did not believe any changes to the process were necessary. Councilman Prete expressed concern that notices are sent only by regular mail, noting that the loss of these licenses could result in a significant financial impact. Councilman Hirschi stated that appeals should be reviewed on a case-by-case basis to determine whether there are additional issues with the license.

Mayor Billings took new business item 3 out of order and addressed it next. Minutes are in order of the agenda.

**2. Discussion and possible action to amend the City gym rates for Hurricane citizen club team tournament use - Haylee Prete**

Mayor read summary written by Haylee Prete that was provided in the packet. "Ignite Volleyball club would like to hold tournaments at the new city facilities. Current court rental rates make this cost prohibitive. We ask the city to consider amending current rates. Example: a two day tournament with 8 teams, using 2 courts from the hours of 3-9pm Friday and 8 AM to 5 PM Saturday would cost at current rates 15 hrs x 2 courts x \$100/hr = \$3000. Depending on age, each team is charged between \$250 and \$450 for entry (\$450 X 8 = \$3,600.00)... Additional cost to hire referees (unknown), additional source of income - entry fees (\$750?) In comparison, all day rentals for 2 courts at the schools is currently capped at \$500 per day."

Haylee Prete presented a more detailed breakdown of the proposed costs. Mayor Billings stated that the goal is to ensure club teams are able to access the City gyms. She reviewed rates from surrounding cities and asked whether the City could match those rates. Councilman Prete declared a conflict of interest and stated that the Council has previously emphasized that the primary purpose of the gyms is to support local teams. He noted that special rates and rules were established for local teams, along with discussions regarding priority booking. He added

that this is an early stage of the process and that procedures are still being developed. He explained that the club is intended to strengthen youth skills in an affordable manner.

Mrs. Prete stated that one of the major providers had withdrawn all of their tournaments and expressed concern about requiring younger teams to travel north to compete. She explained that the intent is to provide a local option for these teams. Mayor Billings explained that when the gyms were first discussed there was significant interest; however, many of those teams have not yet materialized, so the City needs to reassess the rates to ensure the gyms are being utilized. Tiffani Wright stated that while there was initially a great deal of interest when the rate was set at \$30 per hour, tournaments create additional wear and tear on the facilities and require increased staff time. For that reason, she does not believe tournaments should be charged the same rate as standard rentals. She also noted challenges in defining “local” versus “club” teams, as outside clubs are already partnering with local organizations to qualify for the discounted rate. While a lower fee would benefit her personally, she noted the importance of maintaining the integrity of the rate structure. Councilman Prete suggested tightening the requirements to qualify for the local discount. Mayor Billings concluded by stating that the City needs to remain competitive with other gyms in order to encourage their use.

Councilman Hirschi stated that while rates were lowered previously, he believes practice rates may need to be reduced further, provided costs can still be covered. Mrs. Wright noted that current rates are not covering costs. Mrs. Prete stated they would prefer to pay the City rather than the school and requested a reduced tournament rate and priority scheduling. Councilman Prete clarified that the issue is not the hourly rates, but whether the tournament rate should be revisited. Mrs. Prete noted that other facilities impose caps, limiting total costs. Kaden DeMille stated that fees should be reviewed against actual operating costs and suggested subsidizing local tournaments while charging higher rates for non-local events. Councilman Fawcett stated he does not see an issue with the current rates but would consider a cap. He suggested granting an exemption for the upcoming tournament and revisiting the issue after costs are evaluated. Mrs. Prete stated that four tournaments are scheduled and requested any exemption apply to all four. She added that court-based pricing with a cap would be preferable to a full facility rate. Mrs. Wright expressed hesitation about implementing a cap due to past misuse in other facilities and emphasized the need for a balanced approach. Councilman Prete recommended that if a change is made, it apply to all four upcoming tournaments to allow for proper planning and advertising.

Clark Fawcett motioned to keep the rates at the current rate but limit it to \$300 per court per day max and limiting it just four tournaments so it can reviewed thoroughly. Seconded by David Hirschi. Motion carried with David Hirschi, Kevin Thomas, Clark Fawcett, and Drew Ellerman voting aye. Joseph Prete abstained.

3. Consideration and possible approval of Ordinance 2025-24 amending Title 10 Chapter 37 Section 10 regarding the definition of front yards on flag lots; LUCA25-12; Hurricane City, Applicant -Gary Cupp

Gary Cupp explained the bottom portion of the flag lot is considered the front and has limited development. They are proposing an arc swing from the staff portion of the lot to establish the front setback, and the rest becomes the side yard. The Planning Commission agreed. Councilman Prete confirmed an ADU would be allowed if it meets the side setback.

Kevin Thomas motioned to approve Ordinance 225-24 amending Title 10, Chapter 37, Section 10 regarding the definition of front yards on flag lots. Seconded by Clark Fawcett. Motion carried unanimously.

4. Consideration and possible approval of the expansion of the future airport lease boundaries to include all areas developed and construction for the project

Mayor Billings explained that the applicant asked for this item to be continued. Drew Ellerman motioned to continue expanding the future airport lease boundaries to include all areas developed and construction for the project. Seconded by David Hirschi. Motion carried unanimously.

5. Consideration and possible approval of a Private Hangar Lease Agreement with Stormi LLC for hangar pad 2 N 4 E

Dayton Hall explained that the Airport Board recommended approval several months ago; however, questions arose regarding the layout as new hangars were constructed north of Steve Lemmon's hangar. The City completed a survey to clarify the proposed location, which is why the item is now before the Council. He noted that tenants are responsible for maintaining the area between hangars. Councilman Ellerman asked whether a ten-foot separation between hangars meets building code requirements. Mike Vercimak stated that airport code requires five feet of clearance on each side, resulting in a ten-foot separation. Councilman Ellerman noted that code requirements can change based on use. Mr. Vercimak responded that the building official will verify compliance with setback requirements. Councilman Prete asked when the City's code was last updated, to which Mr. Vercimak responded that it was updated in 2009. Councilman Prete expressed concern that codes should be updated more regularly to ensure consistency with current standards. Mayor Billings stated that any new construction must meet current building standards. Mr. Vercimak stated he believes the City code aligns with current requirements and will confirm with the building official. Zack Holt noted that St. George has multiple hangars with spacing less than ten feet.

Councilman Prete asked whether approving the lease would have implications for the entire row of hangars. Karl Rasmussen stated that once the hangar is constructed, utilities will need to be extended. Councilman Fawcett referenced concerns raised by Jason Campbell regarding the width of 700 West, noting that widening the road is not included in the master plan. Councilman Prete asked whether the road would need to be widened due to development in the area. Arthur LeBaron responded that the existing pavement is sufficient to accommodate two-way traffic. Councilman Prete also asked about drainage concerns. Mr. Vercimak explained that utilities and drainage are addressed on a hangar-by-hangar basis and that all plans must be

engineered and reviewed through the JUC process. Steve Lemmon stated that his hangar occupies eleven hangar spaces and that the FAA establishes the building standards. He explained how drainage is managed on-site. Mr. Vercimak added that the City relies on engineered plans to determine required improvements. Councilman Prete expressed concern about the area's collapsible soil and stated that additional safeguards may be needed to prevent future issues, noting that the City ultimately bears long-term responsibility for the property. Mr. Vercimak explained that three geotechnical firms were consulted during runway construction and that each hangar pad requires its own geotechnical analysis, with responsibility placed on the individual lessee. Councilman Fawcett stated that while risk cannot be eliminated entirely, it should be mitigated. Mr. Lemmon explained that failures typically occur when water reaches the foundation and described the measures he implemented to prevent this. Mr. Vercimak concluded that the City requires drainage away from hangars and takes steps to avoid collapsible soil conditions.

Clark Fawcett motioned to approve the Private Hangar Lease Agreement with Stormi LLC for hangar pad 2 N 4 E. Seconded by Drew Ellerman. Motion carried with David Hirschi, Kevin Thomas, Clark Fawcett, and Drew Ellerman voting aye. Joseph Prete voted nay.

6. Consideration and possible approval of Zone Change Amendment Ordinance No. ZC25-21, a proposed zone change on 7.27 acres located at 2300 S and 1100 W from Residential Agricultural RA-0.5 to Light Industrial M-1; Parcel number H-3-2-10-3391; Scott Stratton, Applicant. Karl Rasmussen, Agent

Mayor Billings read the following summary written by Gary Cupp that was provided in the packet. "The applicant requests approval of a zone change for seven acres located south of the Hurricane Fields Estates subdivision and west of the Hurricane Airport, from Residential Agriculture RA-0.5 to Light Industrial M-1. According to the applicant, the purpose of the request is to facilitate future light industrial development on the site, since they believe that proximity to the airport, along with the confluence of major roadways makes the property less suitable for residential-agricultural use. A public hearing was held at the December 11, 2025, Planning Commission meeting. No public comments or objections to the zone change were received. Staff was originally recommending denial of the project due to lack of power capacity in the area. It has since been determined that the applicant has purchased capacity for another project in the past and now intends to transfer that capacity to this property should the zone change be approved. Therefore, staff now recommends approval. The Planning Commission recommends that the site is more suited for light-industrial use due to its proximity to the airport and other light industrial properties and voted unanimously to approve the zone change. Staff finds that the request adequately satisfies the four approval standards for zone changes."

Scott Stratton explained that both 1100 West and 2300 South are planned as 90-foot roads. He stated that he originally had three residential lots at the corner, but the buyers withdrew once they learned of the planned road width, which is why residential use is no longer desired for the area. Councilman Fawcett asked whether industrial use would be viable, and Mr. Stratton

stated it would serve as an effective buffer. Councilman Prete asked about the long-term road plan for the area. Arthur LeBaron explained that 1100 West will serve as the primary north-south corridor, with 2060 South intersecting into it. Mayor Billings asked which uses are permitted within the light industrial zone, and Fred Resch III reviewed the allowed uses. Mr. Stratton noted that he donated his frontage along 1100 West for the road, while the remaining property was sold to the City. He added that due to soil settling issues, open storage would be an appropriate use. Councilman Ellerman stated that because this is a major roadway, any storage would need to be screened behind a wall.

Kevin Thomas motioned to approve ZC25-21, a proposed zone change on 7.27 acres located at 2300 S and 1100 W from Residential Agricultural RA-0.5 to Light Industrial M-1. Seconded by Drew Ellerman. Motion failed with Kevin Thomas and Drew Ellerman voting aye. David Hirschi, Clark Fawcett, and Joseph Prete voted nay. Councilman Fawcett explained he wants to know what is going to go there first.

Drew Ellerman motioned to continue ZC25-21, a proposed zone change on 7.27 acres located at 2300 S and 1100 W from Residential Agricultural RA-0.5 to Light Industrial M-1 to the next meeting. Seconded by Clark Fawcett. Motion carried with Clark Fawcett, Drew Ellerman, and Joseph Prete voting aye. Kevin Thomas and David Hirschi voted nay.

**7. Consideration and possible approval of a shade lease on Plot 50 at Hurricane Airport for Steve Lemmon**

Mayor Billings stated that the Airport Board unanimously recommended approval on December 16. Steve Lemmon explained that the proposed hangar would be located adjacent to the City-owned hangar and would include tie-down spaces. He clarified that a shade hangar consists of a roof structure designed to protect aircraft from sun damage and frost. The proposed structure would be approximately 45 feet wide. Mr. Lemmon stated that drainage will be addressed through the standard review process, requiring approval from all applicable departments. He added that, if approved, he would begin soils testing to determine necessary site improvements.

Kevin Thomas motioned to approve the shade lease on Plot 50 at the Hurricane Airport. Seconded by David Hirschi. Motion carried with David Hirschi, Kevin Thomas, Clark Fawcett, and Drew Ellerman voting aye. Joseph Prete voted nay. Councilman Prete explained he would like things spelled out better on the infrastructure. Mr. Lemmon invited him out to meet on site.

**8. Consideration and possible approval of a Power Line Extension request for Kachina Ridge - Kent Stephens**

Mayor Billings read the following summary written by Crystal Wright that was provided in the packet. "The Kachina Ridge Development is seeking a line extension approval for power to be extended to their project up on the east bench above Hurricane. Power Department staff has met with the developer and come up with a plan to provide the power needed for their project. A map showing the development and the plan to provide power has been included. This item

was presented to the Power Board for a recommendation at the 12/10/25 meeting. The Power Board recommended unanimously to approve the power line extension request for Kachina Ridge with the plan that has been developed.”

Mike Johns stated that Kent Stephens completed significant work related to the easements and explained that electrical circuits needed to be reconfigured to create sufficient capacity for the area. He noted that Mr. Stephens has agreed to cover the costs associated with those changes and that the work will align with the construction timeline. Councilman Fawcett confirmed the work would be contracted out. Councilman Prete expressed concern about traffic on the hill and questioned whether funding efforts could begin now to address the issue before development occurs. Mayor Billings stated that UDOT is aware of the situation and is working on it. Councilman Prete clarified that his primary concern is congestion at the bottom of the hill and referenced traffic issues near Sand Hollow as a comparison. Arthur LeBaron stated there are limited traffic solutions available downtown. Councilman Ellerman suggested a traffic signal may eventually be warranted in the area. Mr. LeBaron added that additional roadway connections are being discussed to provide alternative routes. Mr. Stephens stated that while traffic concerns have been raised previously, they are outside the scope of the current development agreement, though discussions are welcome. Councilman Prete recommended bringing the issue to the State’s attention proactively. Mayor Billings stated improvements are unlikely until development occurs. Mr. LeBaron concluded that without widening SR-9 between 300 West and LaVerkin, downtown congestion will remain an issue and noted the need for the City to engage with UDOT to pursue long-term solutions.

David Hirschi motioned to approve the power line extension request for Kachina Ridge. Seconded by Kevin Thomas. Motion carried unanimously.

**9. Consideration and possible approval of local consent for a restaurant full liquor license for Touch of Tuscany - John Hendleman**

Mayor Billings read the following summary written by Cindy Beteag that was provided in the packet. “The applicant is requesting local consent for a full restaurant liquor license for a new restaurant located at The Ropes of Southern Utah. All required paperwork has been submitted, and a background check on the business owner has been completed. Staff has identified no concerns related to the request. The license will not be issued until construction of the building is complete and staff have finished the required alcohol service training, as outlined by State regulations. Staff recommends approval of local consent for a full restaurant liquor license.”

John Hendleman clarified that the request is for a full restaurant liquor license and stated that an Italian steakhouse is being constructed, with an anticipated opening in early March. Councilman Ellerman noted that the restaurant must comply with all State requirements and added that most City restaurants operate under this license type. Councilman Prete raised concerns about the interaction between alcohol service and the ropes course. Councilman Thomas noted that regulations are already in place to address such situations. Mr. Hendleman stated that the establishment will not allow intoxicated patrons to participate on the course

and that staff will monitor and track alcohol consumption to prevent unsafe use. Councilman Ellerman added that alcohol may not be taken outside of the restaurant.

Kevin Thomas motioned to approve the local consent for a restaurant full liquor license for Touch of Tuscany. Seconded by Drew Ellerman. Motion carried unanimously.

**10. Public Hearing to take comments on the following;**

- a. The issuance of the Series 2026 Bonds and any potential impact that the Project financed with the proceeds of the Series 2026 Bonds may have on the private sector

Joseph Prete motioned to go into a Public Hearing at 9:04 p.m. Seconded by Clark Fawcett. Motion carried with David Hirschi, Kevin Thomas, Clark Fawcett, and Joseph Prete voting aye. Drew Ellerman was absent.

No comments from the public. Kaden DeMille explained that this item is a follow-up to the parameters resolution for financing the pool and requires a public hearing.

Joseph Prete motioned to go out of Public Hearing at 9:05 p.m. Seconded by David Hirschi. Motion carried with David Hirschi, Kevin Thomas, Clark Fawcett, and Joseph Prete voting aye. Drew Ellerman was absent.

**11. Consideration and possible approval of awarding the bid to construct the new pool facility**

Arthur LeBaron stated that the low bid was submitted by Grass Creek Construction. The selection committee reviewed the statements of qualifications, and Grass Creek also received the highest score. The committee believes they will perform well at the lowest price. He noted that alternate bid #5 is not recommended due to concerns about the durability of the material and confirmed that staff have reviewed the project numbers. Kaden DeMille explained that the City will self-perform some project items. The overall project cost is just over \$16 million. He stated that \$10 million can be funded from City savings, with \$6 million needing to be financed; however, \$8 million was budgeted to provide a buffer. The debt service would be paid using RAP tax revenue. Mr. DeMille added that even if the RAP tax is not renewed, the repayment schedule could still be maintained over 12–13 years. Mayor Billings noted that if RAP tax revenue is unavailable, the funding would come from the General Fund, and Mr. DeMille confirmed that the City could still manage the payment.

Joseph Prete motioned to approve awarding the bid to Grass Creek Construction in the amount of \$14,379,788. Seconded by Clark Fawcett. Motion carried unanimously by a roll call vote.

**12. Consideration and possible approval of Resolution 2025-45 Authorizing and approving a preliminary official statement and an official statement, an official notice of bond sale, and all other documents required in connection with the issuance and sale of not more than \$8,000,000 aggregate principal amount of Sales Tax Revenue Bonds, Series 2026**

(the "Series 2026 Bonds"), and other documents required in connection therewith; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by the resolution; and related matters

Kaden DeMille explained that there are multiple options when financing bonds. This approach allows the City to sell bonds on the open market, which typically results in more favorable interest rates. The downside is that it limits flexibility in paying down the bonds. He added that this method also provides the opportunity to take advantage of lower interest rates, but it comes with increased reporting requirements. Mark Anderson noted that the documents are not in final form, but this provides an overview of what they will look like.

Clark Fawcett motioned to approve Resolution 2025-45 as listed on the agenda. Seconded by Drew Ellerman. Motion carried unanimously by a roll call vote.

**13. Consideration and possible approval of awarding the bid to construct the pickleball courts - Darren Barney**

Mayor Billings read the following summary written by Arthur LeBaron that was provided in the packet. "The City Council previously approved the layout of a new pickleball court facility that includes 8 courts, new lighting, and shade structures. The design was completed and the project advertised for bids. The City received 6 bids, ranging from \$575,187.85 to \$875,692.67. The bid tabulation is attached to the packet. A panel consisting of the project engineer and City Staff will evaluate the bids and make a recommendation to the City Council for award based on the selection criteria in the advertisement for bids."

Councilman Prete asked whether the project might be overbuilt and if current courts are being used enough to justify the number planned. Tiffani Wright confirmed that all existing courts are fully utilized. Mayor Billings added that courts in St. George are also at full capacity. Councilman Hirschi confirmed that RAP tax funds will be used for the project. Arthur LeBaron noted that the current courts are in poor condition, and the new courts will be post-tension with no cracks. He added that a few trees will need to be removed, but the project will improve the current facility and expand it by two additional courts.

David Hirschi motioned to award the bid to Caliber Contractor LLC in the amount of \$575,187.85. Seconded by Kevin Thomas. Motion carried unanimously by a roll call vote.

**14. Consideration and possible approval of Zone Change Amendment Ordinance No. ZC25-16, a proposed zone change located at approximately 2241 S 5400 W from Agricultural A-5 to Single Family Residential R1-6 and R1-8; Parcel number H-4138-J; Andrew Hall, Applicant; Ryan Lay, Agent**

Mayor Billings read the following summary written by Gary Cupp that was provided in the packet. "The applicant is requesting a zone change for a 40-acre parcel located along Turf Sod Road, south of the River Heights development and west of Pecan Valley. The proposal seeks to rezone the property from Agricultural A-5, which permits one dwelling unit per five acres, to a

combination of residential zones: Single Family Residential R1-6 on approximately 15.5 acres and Single Family Residential R1-8 on approximately 24.5 acres. The property is currently vacant and does not appear to have been previously used for agricultural purposes beyond occasional grazing. A public hearing was held at the June 12, 2025, Planning Commission meeting. Several written and spoken public comments objecting to the proposed zone change were received. The objections pertained primarily to incompatibility with the agricultural character of the surrounding properties. The fire district identified a need for a paved second access to the site due to the number of units already constructed in the vicinity, thus the Planning Commission tabled the item to allow the applicant additional time to resolve this issue. It should also be noted that the City Council has given direction that no preliminary plats or zone changes should be approved in the area until the second access deficiency is resolved. Since then, the applicant has proposed an agreement with two property owners to the east to secure a secondary access point and provide utilities to the site, but such private agreements do not provide sufficient assurance that the needed dedicated public access will be provided, and staff has informed the applicants accordingly. Notwithstanding, the applicant requested that the item be brought back before the Planning Commission at the November 11, 2025 meeting. The Planning Commission agreed that appropriate access is not available and recommended denial of the zone change with a vote of 6 to 1. Staff finds that the request does not adequately satisfy the four approval standards for zone changes.”

Bob Hermandsen confirmed that the primary concern is the second access. He explained that they are proposing a development agreement and have been working with Chris Wyler and Brett Burgess to acquire the necessary right-of-way. If successful, they will acquire the right-of-way, bond through the preliminary plat process, and complete the secondary access as part of Phase 1. Councilman Ellerman stated that this solution would address many issues in the area and asked about utilities. Mr. Hermandsen confirmed that utilities are approximately 500 feet away and will be installed in conjunction with the access. Councilman Prete asked whether the current presentation changes the previous recommendation. Gary Cupp stated it does not; it is the same plan presented to the Planning Commission. He noted that private agreements do not guarantee the second access, and having adequate facilities is a requirement for approving a zone change. Mayor Billings asked what steps are needed to ensure the access is in place. Mr. Cupp suggested that a development agreement could provide the solution but must be drafted. Mayor Billings asked whether it would be better to continue the item until the agreement is finalized. Dayton Hall explained that staff are following the Council’s direction from the special meeting, which was to not approve preliminary plats or zone changes until the access issue is resolved. He added that the Council could: deny the request due to inadequate facilities, direct staff to draft a development agreement with timelines, or approve the request but then deny the preliminary plat until access is addressed.

Councilman Fawcett asked whether sewer, water, power, and drainage are available in the area and whether there is sufficient power capacity. Mike Vercimak confirmed that power is provided by Dixie REA. Mr. Hermandsen stated he has met with all utility providers, and they

can serve the property. He added that the road must be built and bonded prior to any approvals, though they are attempting to coordinate all improvements together. Councilman Ellerman expressed willingness to work collaboratively to find a solution. Mr. Hall stated that if the Council wishes to proceed, he can incorporate the proposed agreements into a development agreement and include the City as a party. Mayor Billings noted that a path forward requires someone to build the road, and Councilman Ellerman agreed, stating it would solve issues in the area. Councilman Fawcett expressed concern that the proposed development is not fully compatible with surrounding agricultural uses and stated he is not prepared to approve it at R1-6 or R1-8. Mr. Cupp explained that the area is designated as Planned Community on the General Plan and the proposal fits, though it is surrounded by agricultural land. Mr. Hermadsen added that the plan averages four units per acre. Councilman Prete stated that development agreement details could address density but noted that infrastructure must be in place. He pointed out that both staff and the Planning Commission recommended denial. Andrew Hall explained that Turf Sod Road is already 77 feet wide, which impacts surrounding farming, and stated that his intent is to support community growth rather than sell the project. Mr. Hermadsen noted that the Planning Commission's recommendation reflected the Council's prior direction requiring roads to be dedicated, bonded, or built before applications are submitted. Mayor Billings stated that progress is difficult without a formal agreement. Mr. Hall explained that this proposal offers an alternative approach to meet the Council's direction, and if the Council supports it, details can be worked out. Councilman Ellerman stated that obtaining this road is a significant benefit.

Drew Ellerman motioned to continue ZC25-16, a proposed zone change located at approximately 2241 S 5400 W from Agricultural A-5 to Single Family Residential R1-6 and R1-8 until February 19<sup>th</sup> and directed staff and applicant to work out an agreement including the average number of lots with a maximum of 160 units in the whole development. Seconded by Kevin Thomas. Motion carried with Kevin Thomas, Clark Fawcett, and Drew Ellerman voting aye. Joseph Prete and David Hirschi voted nay.

- 15.** Consideration and possible approval of Zone Change Amendment Ordinance No. ZC25-17, a proposed zone change located at 100 N and Black Rock Rd. from Mobile Home/RV Park (MH/RV(PDO)) to General Commercial (GC); Parcels H-CRV-1-1 through H-CRV-1-18; Western Commercial Real Estate, Applicant; Joby Venuti, Agent

Mayor Billings stated the applicant asked for this item to be continued. Drew Ellerman motioned to continue ZC25-17, a proposed zone change located at 100 N and Black Rock Rd. from Mobile Home/RV Park (MH/RV(PDO)) to General Commercial (GC) until the next meeting. Seconded by Joseph Prete. Motion carried unanimously.

- 16.** Discussion regarding using reimbursement agreements to address future power needs

Mayor Billings explained that this item was placed on the agenda at the request of Karl Rasmussen. Mr. Rasmussen referenced Hurricane City Code 9-6-4, which addresses the initial

responsibility for public facility costs and includes provisions for reimbursement agreements. He summarized the code and stated that he believes it is clear. Dayton Hall agreed, noting that if the project is included on the capital facilities plan, the City has the tools to move forward and a contract could be structured as a reimbursement agreement, though litigation threats make implementation difficult. Mr. Rasmussen stated that John Bramall wishes to proceed with a preliminary plat and asked whether he could move forward by paying the required funds. He added that one-third of the town is affected by the power capacity problem. Councilman Ellerman confirmed that there is insufficient power capacity in the area. Mayor Billings added that the substation issue must be resolved, but no party has stepped forward to fund or construct it. Mike Johns estimated that building a substation in the area would take approximately 2.5 years. Mr. Rasmussen suggested a work meeting to discuss the issue, noting that some developments in the southern portion of the City were approved under circumstances that should have been handled differently.

**17. Consideration and possible approval of Ordinance 2025-25 amending Title 10, Chapters 7, 11, and 13 regarding development standards for Single Family Residential R1-4 zones; LUCA25-13; Hurricane City, Applicant -Gary Cupp**

Mayor Billings read the following summary written by Gary Cupp that was provided in the packet. “Staff was directed by the City Council to amend the recently adopted Single Family Residential R1-4 zone-specific development standards found in Section 10-13-4(A) of the Hurricane City Code. The primary change is to remove the adjacency restriction relating to its proximity to other residential zones: ‘R1-4 developments shall not be clustered together or be located adjacent to another R1-4 zone. In addition, a proposed R1-4 zone adjacent to single-family residential zoning shall only be permitted when the adjacent zoning is R1-6 or R1-8; a proposed R1-4 zone is not permitted adjacent to any residential agriculture or agricultural zones.’ This restriction has proven to hinder advantageous use of the R1-4 zone. None have been applied for and only one exists in the city so far, and that one was not requested by the applicant but rather was negotiated as a compromise in place of a multifamily zone. The other significant amendment is to increase the minimum lot size to 63 feet instead of 50 feet, which is intended to help avoid a dense looking development. The other proposed updates include allowing front and rear yard setback exceptions for patio covers and one-room bumpouts: ‘Covered patios may extend into the front and/or rear setback area up to 5 feet; such patio covers cannot be wider than one half the length of the side of the home to which it will be attached.’ ‘A single room may extend into the front and/or rear setback area up to 2 feet to allow greater variety in home designs and to provide more functional floor plans.’ ‘Onstreet parking shall be provided in any R1-4 zone.’ A public hearing was held at the December 11, 2025, Planning Commission meeting. No public comments or objections to the code update were received. The Planning Commission voice overall support of the proposed amendments to the R1-4 zone, but two commissioners had objections to removing the proximity restrictions and recommended that they stay in place. The other commissioners were supportive of removing the restrictions since the city already has discretion to determine the appropriateness

of the locations of any R1-4 zones when deciding zone change applications. The Planning Commission voted 5 to 2 to approve the code update. Ralph Ballard voted Nay in objection to removing the proximity restrictions; he also suggested that the home sizes allowed in R1-4 zones be restricted. Kelby Iverson also voted Nay due to objections to removing the proximity restrictions. Staff recommends approval.”

Mayor Billings mentioned receiving a comment in favor of retaining the proximity requirements. Councilman Thomas clarified that Ralph Ballard’s concern was not proximity but home size, as he wants to maintain affordability. Councilman Thomas presented how R1-4 zoning encourages smaller, more affordable homes. He showed examples of affordable homes in Hurricane built on quarter-acre lots, some without garages. He explained that today, homes of this size would not be built on these lots unless the lot size is controlled. He noted that widening lots helps provide livable homes with adequate parking as families grow, and the ten-foot side setback and lot frontage are critical. He outlined proposed ordinance changes, including: removing proximity restrictions, allowing a 5-foot deep covered front patio with limitations, permitting a two-foot pop-out for architectural variety, requiring shoulder parking on streets, and accommodating both single-story and two-story homes (with footprint restrictions for second stories). The zone is designed to maintain a traditional neighborhood feel, averaging about seven units per acre, with wider streets and lots to reduce perceived density. The amendments would also allow the Planning Commission and Council to determine where this zoning applies. Councilman Thomas noted that developers could be asked to dedicate a portion of a project to R1-4 lots to encourage affordability. He noted that while the City cannot set home prices, this zone provides an important tool for “in-between” housing, and developers have expressed interest in supporting this solution.

Councilman Ellerman noted that affordable housing is defined based on median income, and Mr. Hall confirmed that this definition is included in the ordinance. Councilman Fawcett expressed a desire to work directly with developers to collaborate on solutions. Councilman Thomas stated that R1-4 zoning is the only zone that ensures smaller, more affordable homes. Councilman Fawcett stated he prefers this option over apartments or townhomes. Councilman Prete noted that this zoning works best when surrounded by open space. He supports the concept in appropriate locations but suggested capping home square footage to maintain affordability and expressed concern about combining it with overlay zones that could increase density. Councilman Thomas stated that the zone was originally proposed for a parcel in the fields area, which is open sagebrush, and agreed that a square footage cap could be appropriate. Councilman Hirschi stated that while he has some concerns, this appears to be the best solution to address housing challenges.

Drew Ellerman motioned to approve Ordinance 2025-25 amending Title 10, Chapters 7, 11, and 13 regarding development standards for Single Family Residential R1-4 zones subject to the following changes being made to the proposed ordinance: limiting the height to twenty-five feet and prohibiting two-story homes side by side. Councilman Thomas suggested limiting the second level, so it must be half of the footprint instead of not allowing two stories next to each other. Councilman Ellerman accepted the amendment by removing the restriction that

prohibited side-by-side placement and adding a limitation that the second level may not exceed fifty percent of the building's footprint. A basement, however, would be permitted at the maximum footprint of 1,500 square feet. Seconded by Kevin Thomas. Motion carried unanimously by a roll call vote.

**18. Consideration and possible approval of Ordinance 2025-26 amending Title 10 Chapter 6 Section 10-6-5 regarding compensation for the Appeals Board; LUCA25-14; Hurricane City, Applicant - Gary Cupp**

Mayor Billings read the following summary written by Gary Cupp that was provided in the packet. "The Appeals Board currently receives compensation based on a contract approved by the City Council. This code update is to establish their compensation by way of a fee instead of a contract that needs periodic renewal by the City Council. The code will also be updated to provide a complete list of the duties and responsibilities of the Appeals Board. A public hearing was held at the December 11, 2025, Planning Commission meeting. No public comments or objections to the code update were received. The Planning Commission voted unanimously to approve the code amendment. Staff recommends approval."

Councilman Ellerman clarified that the Appeals Board typically holds one to two meetings per year. Gary Cupp stated that staff is proposing a \$50 stipend per board member per meeting. Cindy Beteag noted that this amount was discussed when the Appeals Board was originally established but was never formally adopted. Councilman Ellerman confirmed the types of applications that come before the Appeals Board.

Clark Fawcett motioned to approve Ordinance 2025-26 amending Title 10 Chapter 6 Section 10-6-5 regarding compensation for the Appeals Board. Seconded by David Hirschi. Motion carried unanimously by a roll call vote.

**19. Consideration and possible approval of Resolution 2025-46 Adopting a compensation schedule for the Appeals Board members**

Mayor Billings presented the proposed resolution. Cindy Beteag noted that the resolution would retroactively compensate the Board for the previous four meetings.

Clark Fawcett motioned to approve Resolution 2025-46 Adopting a compensation schedule for the Appeals Board members. Seconded by Drew Ellerman. Motion carried unanimously by a roll call vote.

**20. Consideration and possible approval of the renewal of all liquor licenses**

Mayor Billings summarized who had completed the required training for business employees and noted instances of underage sales. Chief Yates explained that the State conducts compliance checks for on-premises licenses, while local police handle off-premises checks. He expressed concern about who is enforcing the regulations. He noted that Sinclair violated the law in 2023 and again this year; if another violation occurs within the next year, the business could lose its license. He confirmed that when the City issues a citation, the State fines the store and suspends the responsible employee for five days. Chief Yates recommended that local

702 police also conduct on-premises checks, as the State only inspects once a year and these  
703 establishments serve hard liquor.

704 Joseph Prete motioned to approve the renewal of all licenses. Seconded by Drew Ellerman.  
705 Motion carried unanimously.

706 **21. Mayor, Council, and staff reports**

707 Councilman Hirschi expressed gratitude to his wife, family, fellow Council members, staff, and  
708 the citizens of Hurricane. He noted that he has learned a great deal from his service,  
709 encouraged the Council to carefully vet developers, and asked everyone to continue working to  
710 keep Hurricane a great community.

711 Mayor Billings expressed her gratitude to her family and colleagues, noting that it has been a  
712 pleasure to serve and that she has learned a great deal during her tenure.

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

714 A closed meeting was not held.

715 **Adjournment:** Kevin Thomas motioned to adjourn at 11:38 p.m. Seconded by Drew Ellerman.  
716 Motion carried unanimously.



## STAFF COMMENTS

**Item:** Consideration and possible approval of Ordinance 2025-17 amending Title 10, Chapters 3, 12-17, & 37 regarding accessory buildings in front yards.

**Discussion:** The main purpose of this code update is to make various clean-ups and clarifications relating to the definitions of yards and setbacks in the land use code, and also to delete the terms "casitas" and "guesthouses" that have caused conflicts for staff when reviewing building permits. This item was continued at the December 18, 2025 meeting, where Council directed staff to revise the ordinance update to allow accessory dwelling units (ADUs) in front yards on lots with one acre or more of area. Currently, ADUs are only allowed in side and rear yards. Staff has completed the revisions as directed. The latest drafts of the code amendment have incorporated Council's direction regarding ADUs and also include the updates to the definitions of yards and dwelling units. And finally, the use tables have been updated to reflect the proposed code changes. --Gary Cupp

**Findings:**

**Recommendation:** Staff recommends approval.



## STAFF COMMENTS

<b>Agenda Date:</b>	<b>09/11/2025 - Planning Commission</b>
<b>Application Number:</b>	LUCA25-06
<b>Type of Application:</b>	Land Use Code Amendment
<b>Action Type:</b>	Legislative
<b>Applicant:</b>	Hurricane City
<b>Agent:</b>	N/A
<b>Request:</b>	Amend Title 10, Chapters 3, 7, 13-17 & 37 regarding accessory buildings in the front buildable area of lots.
<b>Recommendation:</b>	Recommend approval to the City Council.
<b>Report Prepared By:</b>	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.



## STAFF COMMENTS

<b>Agenda Date:</b>	<b>09/25/2025 - Planning Commission</b>
<b>Application Number:</b>	LUCA25-06
<b>Type of Application:</b>	Land Use Code Amendment
<b>Action Type:</b>	Legislative
<b>Applicant:</b>	Hurricane City
<b>Agent:</b>	N/A
<b>Request:</b>	Amend Title 10, Chapter 3 regarding the definition of accessory dwelling units.
<b>Recommendation:</b>	Recommend approval to the City Council.
<b>Report Prepared By:</b>	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.

...

*Accessory dwelling unit (ADU)* means a dwelling unit that is subordinate to a principal dwelling unit, located on the same lot or parcel as a principal dwelling, occupied on a long-term or short-term basis, and provides kitchen, sleeping, and sanitation facilities. An ADU may be internal to, attached to, or detached from the principal dwelling. Each subordinate residential dwelling unit meeting the definition of an ADU shall constitute a separate ADU, regardless of configuration, location, or means of access. No more than one ADU shall be permitted per residential lot, unless a conditional use permit is obtained and the standards of Chapter 7 of this title are met. All ADUs shall comply with the requirements of Chapter 41 of this title.~~that is being used to provide long-term or short-term housing of any person not qualifying as the property owner's family, as that term is defined in this section. Each subordinate residential dwelling unit meeting this definition shall constitute a separate ADU regardless of how the units are configured or accessed. Guesthouses and casitas shall be considered an ADU when used for long-term or short-term housing of any person not qualifying as the property owner's family. An ADU may be internal, attached, or detached from the primary dwelling. All ADUs must meet the requirements of chapter 41 of this title.~~

...

*Dwelling unit* means ~~one or more rooms in a dwelling conditioned living space~~ designed for or occupied as separate living quarters ~~which-that~~ provides s sleeping and sanitary facilities and ~~which-that~~ includes kitchen facilities, all for exclusive use by a single family maintaining a household or a single person or group utilizing the unit for a short-term stay.

...

[deleting definition from code]

~~*Guesthouse or casita* means a secondary dwelling unit, without kitchen facilities, located on a lot with one main dwelling unit which is:~~

- ~~A. Used for housing of guests without compensation;~~
- ~~B. Not sold separately from the sale of the main dwelling unit on the lot and encumbered by a recorded agreement which provides notice of this condition;~~
- ~~C. May be rented or leased pursuant to a license or permit to allow such use; and~~
- ~~D. Is served by the same utility connections as the main dwelling unit.~~

...

[deleting definitions from code]

~~*Building line, front* means a line parallel to the front lot line and at a distance therefrom equal to the required depth of the front yard and extending across the entire width of the lot.~~

~~*Building line, rear* means a line parallel to the rear lot line and at a distance therefrom equal to the required depth of the rear yard and extending across the entire width of the lot.~~

~~*Building line, side* means a line parallel to the side lot line and at a distance therefrom equal to the required depth of the side yard and extending between the front and rear building lines.~~

...

...

[adding definition]

*Setback* means the minimum required distance to a structure from the property lines.

...

*Yard* means the area of a lot or parcel that includes the full width of the lot from the main building to any lot line. ~~an open space located between a front, rear, or side building line and an adjoining lot line which is unoccupied and unobstructed from the ground upward by any portion of a building or structure, except as specifically provided in this title.~~

...

[deleting definition from code]

~~*Yard depth* means the least horizontal distance between a lot line and a building line.~~

...

*Yard, front* means a space on the same lot with a building which is located between the front line of a building and the front lot line, extending across the full width of the lot, ~~between the front building line and the front lot line.~~ The depth of the front yard is the minimum distance required by this title ~~between the front lot line and the front building line.~~

...

*Yard, rear* means a space on the same lot with a building which is located between the rear line of the building and the rear lot line, extending across the full width of the lot, ~~between the rear building line and rear lot line.~~ The depth of the rear yard is the minimum distance required by this title ~~between the rear lot line and rear building line.~~

...

*Yard, side* means a space on the same lot with a building which is located between the side line of the building and the side lot line, extending from the front yard to the rear yard. ~~building line to the rear building line between the side building line and the side lot line.~~ The

width of a side yard is the minimum distance required by this title between the side building line and the side lot line.

---

## **Sec. 10-37-12. Lots and yards.**

- A. *Every building on legally created lot.* Every building shall be located and maintained on a legally created lot as defined in this title, unless such lot is a legally nonconforming lot. Not more than one single-family dwelling or commercial structure shall occupy any one lot except as authorized by the provisions of this title.
- B. *Sale or Lease of required land.* No land needed to meet the size, width, yard, area, coverage, parking or other requirements of this title shall be sold, leased, or otherwise transferred away, whether by subdivision or metes and bounds, so as to create or increase the nonconformity of a lot, building, or site development. No lot having less than the minimum width and area required by the zone where it is located may be divided from a larger parcel of land, except as permitted by this section or by the Appeals Board pursuant to the requirements of this title.
  - 1. A reduction in the minimum required area of a lot owned by the City, county, state, or other public entity or utility provider may be granted a special exception approved by the Appeals Board provided:
    - a. Such lot is used exclusively for public purposes; and
    - b. No living quarters are located on such lot.
  - 2. If a portion of a lot which meets minimum lot area requirements is acquired for public use in any manner, including dedication, condemnation or purchase, and such acquisition reduces the minimum area required, the remainder of such lot shall nevertheless be considered as having the required minimum lot area if all of the following conditions are met:
    - a. The lot contains a rectangular space of at least 30 feet by 40 feet exclusive of applicable front and side yard requirements, and exclusive of one-half of the applicable rear yard requirements, and such rectangular space is usable for a principal use or structure.
    - b. The remainder of the lot has an area of at least one-half of the required lot area of the zone in which it is located.
    - c. The remainder of the lot has access to a public street.
- C. *Reduction of minimum lot width and area requirements.* Minimum lot area or lot width requirements of this title shall not be construed to prevent the use of a lot for a single-family dwelling so long as such lot was:
  - 1. Held in separate ownership on the effective date of this title; and
  - 2. Was legally created when it became nonconforming as to area or width.
- D. *Adjacent lots when used as one building lot.* When a common side lot line separating two or more contiguous lots is covered or proposed to be covered by a building, such lots shall constitute a single building site and the setback requirements of this title shall not apply to a common lot line if a document is recorded indicating the owner's intent to use the combined lots as a single development site. The setback requirements of this title shall apply only to the exterior side lot lines of the contiguous lots so joined.
- E. *Double frontage lots.* Lots having frontage on two or more streets shall be prohibited except for corner lots and double frontage lots in subdivisions which back onto streets shown on the City's road master plan. Such double frontage lots shall be accessed only from an internal subdivision street. Frontage on lots having a front lot line on more than one street shall be measured on one street only.
- F. *Setback measurement.* The depth of a required yard-setback area abutting a street shall be measured from the lot line except as set forth below:
  - 1. In blocks where more than 50 percent of the buildable lots have main buildings which do not meet the current front yard setback of the zone where the block is located, the minimum front yard-setback

- 
- requirement for new construction shall be equal to the average existing front yard size on the block. In no case shall a front yard setback of more than 30 feet be required.
2. On lots with frontage on the curve of a cul-de-sac or "knuckle" street, the front setback may be measured from a straight line drawn joining the front corners of the lot. In no case may the living area be any closer than 15 feet from the back of sidewalk or the garage be any closer than 20 feet from the back of sidewalk.
- G. *Yards and setback areas to be unobstructed; exceptions.* Yard and setback areas shall be open to the sky and unobstructed except for:
1. Accessory buildings in a rear yard or interior side yard but outside the setback areas;
  2. Accessory Dwelling Units may be allowed in the front yard on lots with one (1) acre or more of area provided they comply with all development standards and are subordinate in size and height to the primary residence. ADUs shall meet the standard front setback requirements for primary residences.
  32. The ordinary projections of window bays, roof overhangs, skylights, sills, belt courses, cornices, chimneys, flues and other ornamental features, which shall not project into a setback area more than four feet;
  43. Open or lattice enclosed fire escapes and fireproof outside stairways and balconies, which shall not project into a setback area more than five feet; and
  54. Any part of an uncovered deck or patio, excluding nonopaque railings.
- H. *Yard space for one building only.* ~~No required yard or other open space around an existing building, or which is hereafter provided around any building for the purpose of complying with the provisions of this title, shall be considered as providing a yard or open space for any other building, nor shall any~~ No yard or other required open space on an adjoining lot shall be considered as providing a yard or open space on a lot whereon a building is to be erected or established.
- I. *Lot coverage.* In no zone shall a building or group of buildings with their accessory buildings cover more than 50 percent of the area of the lot.
- (Ord. 03-5-1, 5-1-2003, eff. 6-1-2003; Ord. 2005-12, 6-2-2005; Ord. 2017-14, 8-17-2017; Ord. 2018-12, 10-18-2018)
-

**AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING TITLE 10, CHAPTERS 3, 12-17 & 37 WITH REGARDS TO DEFINITIONS OF DWELLING UNITS AND YARD AREAS**

**WHEREAS**, the City Council of Hurricane, Utah desires to amend Title 10, Chapters 3, 12-17 & 37 with regards to definitions of dwelling units and yard areas; and

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

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

**BE IT HEREBY ORDAINED** by the City Council of Hurricane, Utah that Title 10, Chapter 3, portions of Section 10-3-4 of the Hurricane City Code are amended to read as follows:

[updating the following definitions]

...

*Accessory dwelling unit (ADU)* means a dwelling unit that is subordinate to a principal dwelling unit, located on the same lot or parcel as a principal dwelling, occupied on a long-term or short-term basis, and provides kitchen, sleeping, and sanitation facilities. An ADU may be internal to, attached to, or detached from the principal dwelling. Each subordinate residential dwelling unit meeting the definition of an ADU shall constitute a separate ADU, regardless of configuration, location, or means of access. No more than one ADU shall be permitted per residential lot, unless a conditional use permit is obtained and the standards of Chapter 7 of this title are met. All ADUs shall comply with the requirements of Chapter 41 of this title.

...

*Dwelling unit* means conditioned living space designed for or occupied as separate living quarters that provides sleeping and sanitary facilities and that includes kitchen facilities, all for exclusive use by a single family maintaining a household or a single person or group utilizing the unit for a short-term stay.

...

*Yard* means the area of a lot or parcel that includes the full width of the lot from the main building to any lot line.

...

*Yard, front* means a space on the same lot with a building which is located between the front of the building and the front lot line, extending across the full width of the lot.

*Yard, rear* means a space on the same lot with a building which is located between the rear of the building and the rear lot line, extending across the full width of the lot.

*Yard, side* means a space on the same lot with a building which is located between the side of the building and the side lot line, extending from the front yard to the rear yard.

...

[deleting following definitions from list]

...

~~*Guesthouse or casita* means a secondary dwelling unit, without kitchen facilities, located on a lot with one main dwelling unit which is:~~

- ~~A.— Used for housing of guests without compensation;~~
- ~~B.— Not sold separately from the sale of the main dwelling unit on the lot and encumbered by a recorded agreement which provides notice of this condition;~~
- ~~C.— May be rented or leased pursuant to a license or permit to allow such use; and~~
- ~~D.— Is served by the same utility connections as the main dwelling unit.~~

...

~~*Building line, front* means a line parallel to the front lot line and at a distance therefrom equal to the required depth of the front yard and extending across the entire width of the lot.~~

~~*Building line, rear* means a line parallel to the rear lot line and at a distance therefrom equal to the required depth of the rear yard and extending across the entire width of the lot.~~

~~*Building line, side* means a line parallel to the side lot line and at a distance therefrom equal to the required depth of the side yard and extending between the front and rear building lines.~~

...

~~*Yard depth* means the least horizontal distance between a lot line and a building line.~~

[adding definition to list]

*Setback* means the minimum required distance to a structure from the property lines.

**BE IT HEREBY FURTHER ORDAINED**, by the City Council of Hurricane, Utah that Title 10, Chapter 37, Section 10-37-12 of the Hurricane City Code is amended to read as follows:

**Sec. 10-37-12. Lots and yards.**

- A. *Every building on legally created lot.* Every building shall be located and maintained on a legally created lot as defined in this title, unless such lot is a legally nonconforming lot. Not more than one single-family dwelling or commercial structure shall occupy any one lot except as authorized by the provisions of this title.
- B. *Sale or Lease of required land.* No land needed to meet the size, width, yard, area, coverage, parking or other requirements of this title shall be sold, leased, or otherwise transferred away, whether by subdivision or metes and bounds, so as to create or increase

the nonconformity of a lot, building, or site development. No lot having less than the minimum width and area required by the zone where it is located may be divided from a larger parcel of land, except as permitted by this section or by the Appeals Board pursuant to the requirements of this title.

1. A reduction in the minimum required area of a lot owned by the City, county, state, or other public entity or utility provider may be granted a special exception approved by the Appeals Board provided:
    - a. Such lot is used exclusively for public purposes; and
    - b. No living quarters are located on such lot.
  2. If a portion of a lot which meets minimum lot area requirements is acquired for public use in any manner, including dedication, condemnation or purchase, and such acquisition reduces the minimum area required, the remainder of such lot shall nevertheless be considered as having the required minimum lot area if all of the following conditions are met:
    - a. The lot contains a rectangular space of at least 30 feet by 40 feet exclusive of applicable front and side yard requirements, and exclusive of one-half of the applicable rear yard requirements, and such rectangular space is usable for a principal use or structure.
    - b. The remainder of the lot has an area of at least one-half of the required lot area of the zone in which it is located.
    - c. The remainder of the lot has access to a public street.
- C. *Reduction of minimum lot width and area requirements.* Minimum lot area or lot width requirements of this title shall not be construed to prevent the use of a lot for a single-family dwelling so long as such lot was:
1. Held in separate ownership on the effective date of this title; and
  2. Was legally created when it became nonconforming as to area or width.
- D. *Adjacent lots when used as one building lot.* When a common side lot line separating two or more contiguous lots is covered or proposed to be covered by a building, such lots shall constitute a single building site and the setback requirements of this title shall not apply to a common lot line if a document is recorded indicating the owner's intent to use the combined lots as a single development site. The setback requirements of this title shall apply only to the exterior side lot lines of the contiguous lots so joined.
- E. *Double frontage lots.* Lots having frontage on two or more streets shall be prohibited except for corner lots and double frontage lots in subdivisions which back onto streets shown on the City's road master plan. Such double frontage lots shall be accessed only from an internal subdivision street. Frontage on lots having a front lot line on more than one street shall be measured on one street only.

- F. *Setback measurement.* The depth of a required setback area abutting a street shall be measured from the lot line except as set forth below:
1. In blocks where more than 50 percent of the buildable lots have main buildings which do not meet the current front yard setback of the zone where the block is located, the minimum front setback requirement for new construction shall be equal to the average existing front yard size on the block. In no case shall a front yard setback of more than 30 feet be required.
  2. On lots with frontage on the curve of a cul-de-sac or "knuckle" street, the front setback may be measured from a straight line drawn joining the front corners of the lot. In no case may the living area be any closer than 15 feet from the back of sidewalk or the garage be any closer than 20 feet from the back of sidewalk.
- G. *Yards and setback areas to be unobstructed; exceptions.* Yard and setback areas shall be open to the sky and unobstructed except for:
1. Accessory buildings in a rear yard or interior side yard but outside the setback areas;
  2. Accessory Dwelling Units may be allowed in the front yard on lots with one (1) acre or more of area provided they comply with all development standards and are subordinate in size and height to the primary residence. ADUs shall meet the standard front setback requirements for primary residences.
  3. The ordinary projections of window bays, roof overhangs, skylights, sills, belt courses, cornices, chimneys, flues and other ornamental features, which shall not project into a setback area more than four feet;
  4. Open or lattice enclosed fire escapes and fireproof outside stairways and balconies, which shall not project into a setback area more than five feet; and
  5. Any part of an uncovered deck or patio, excluding nonopaque railings.
- H. *Yard space for one building only.* No yard or other required open space on an adjoining lot shall be considered as providing a yard or open space on a lot whereon a building is to be erected or established.
- I. *Lot coverage.* In no zone shall a building or group of buildings with their accessory buildings cover more than 50 percent of the area of the lot.

**BE IT HEREBY FURTHER ORDAINED**, by the City Council of Hurricane, Utah that Title 10, Chapter 12 is amended to remove the following term from “Residential Uses” in Table 10-12-1 of the Hurricane City Code:

TABLE 10-12-1  
PERMITTED AND CONDITIONAL USES ALLOWED IN AGRICULTURAL ZONES

Use	Zones				
	A-40	A-20	A-10	A-5	A-1
<b>RESIDENTIAL USES:</b>					
<del>—Guesthouse or casita</del>	P	P	P	P	P

**BE IT HEREBY FURTHER ORDAINED**, by the City Council of Hurricane, Utah that Title 10, Chapter 13 is amended to remove the following term from “Residential Uses” in Table 10-13-1 of the Hurricane City Code:

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
<b>RESIDENTIAL USES:</b>									
<del>—Guesthouse or casita</del>	P	P	P	N	N	N	N	N	N

**BE IT HEREBY FURTHER ORDAINED**, by the City Council of Hurricane, Utah that Title 10, Chapter 14 is amended to remove the following term from “Residential Uses” in Table 10-14-1 of the Hurricane City Code:

TABLE 10-14-1  
PERMITTED AND CONDITIONAL USES ALLOWED IN  
RESIDENTIAL AGRICULTURE ZONES

Use	Zones	
	RA-1	RA-.5
<b>RESIDENTIAL USES:</b>		
<del>—Guesthouse or casita</del>	P	P

**BE IT HEREBY FURTHER ORDAINED**, by the City Council of Hurricane, Utah that Title 10, Chapter 15 is amended to remove the following term from “Residential Uses” in Table 10-15-1 of the Hurricane City Code:

TABLE 10-15-1  
PERMITTED AND CONDITIONAL USES ALLOWED IN COMMERCIAL ZONES

Use	Zones				
	NC	GC	HC	PC	POC
<b>RESIDENTIAL USES:</b>					
—Guesthouse or casita	N	N	N	N	N

**BE IT HEREBY FURTHER ORDAINED**, by the City Council of Hurricane, Utah that Title 10, Chapter 16 is amended to remove the following term from “Residential Uses” in Table 10-16-1 of the Hurricane City Code:

TABLE 10-16-1  
PERMITTED AND CONDITIONAL USES ALLOWED IN  
BUSINESS AND INDUSTRIAL ZONES

Uses	Zones			
	BMP	PO	M-1	M-2
<b>RESIDENTIAL USES:</b>				
—Guesthouse or casita	N	N	N	N

**BE IT HEREBY FURTHER ORDAINED**, by the City Council of Hurricane, Utah that Title 10, Chapter 17 is amended to remove the following term from “Residential Uses” in Table 10-17-1 of the Hurricane City Code:

TABLE 10-17-1  
PERMITTED AND CONDITIONAL USES ALLOWED IN  
OPEN SPACE AND PUBLIC FACILITY ZONES

Use	Zones	
	OS	PF
<b>RESIDENTIAL USES:</b>		
—Guesthouse or casita	N	N

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

1. All ordinances, resolutions, and policies of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution, or ordinance, or part thereof.
2. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Hurricane City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications, and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.
3. This Ordinance shall, after adoption and approval, take effect immediately upon publication or posting as required by law.

PASSED AND APPROVED this 5<sup>th</sup> day, February 2026.

Hurricane City

\_\_\_\_\_  
Clark Fawcett, 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 5<sup>th</sup> day of February 2026. 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
Joseph Prete	___	___	___	___
Drew Ellerman	___	___	___	___
Lynn Excell	___	___	___	___
David Imlay	___	___	___	___
	___	___	___	___

\_\_\_\_\_  
Cindy Beteag, Recorder

TABLE 10-12-1  
PERMITTED AND CONDITIONAL USES ALLOWED IN AGRICULTURAL ZONES

Use	Zones				
	A-40	A-20	A-10	A-5	A-1
<b>RESIDENTIAL USES:</b>					
— Guesthouse or casita	P	P	P	P	P

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
<b>RESIDENTIAL USES:</b>									
— Guesthouse or casita	P	P	P	N	N	N	N	N	N

TABLE 10-14-1  
PERMITTED AND CONDITIONAL USES ALLOWED IN  
RESIDENTIAL AGRICULTURE ZONES

Use	Zones	
	RA-1	RA-.5
<b>RESIDENTIAL USES:</b>		
— Guesthouse or casita	P	P

TABLE 10-15-1  
PERMITTED AND CONDITIONAL USES ALLOWED IN COMMERCIAL ZONES

Use	Zones				
	NC	GC	HC	PC	POC
<b>RESIDENTIAL USES:</b>					
— Guesthouse or casita	N	N	N	N	N

TABLE 10-16-1  
PERMITTED AND CONDITIONAL USES ALLOWED IN  
BUSINESS AND INDUSTRIAL ZONES

Uses	Zones			
	BMP	PO	M-1	M-2
<b>RESIDENTIAL USES:</b>				
<del>—Guesthouse or casita</del>	N	N	N	N

TABLE 10-17-1  
PERMITTED AND CONDITIONAL USES ALLOWED IN  
OPEN SPACE AND PUBLIC FACILITY ZONES

Use	Zones	
	OS	PF
<b>RESIDENTIAL USES:</b>		
<del>—Guesthouse or casita</del>	N	N

**From:** [Clark Fawcett](#)  
**To:** [Cindy Beteag](#)  
**Subject:** Fw: Upcoming County fair and Your City  
**Date:** Monday, December 22, 2025 2:16:07 PM

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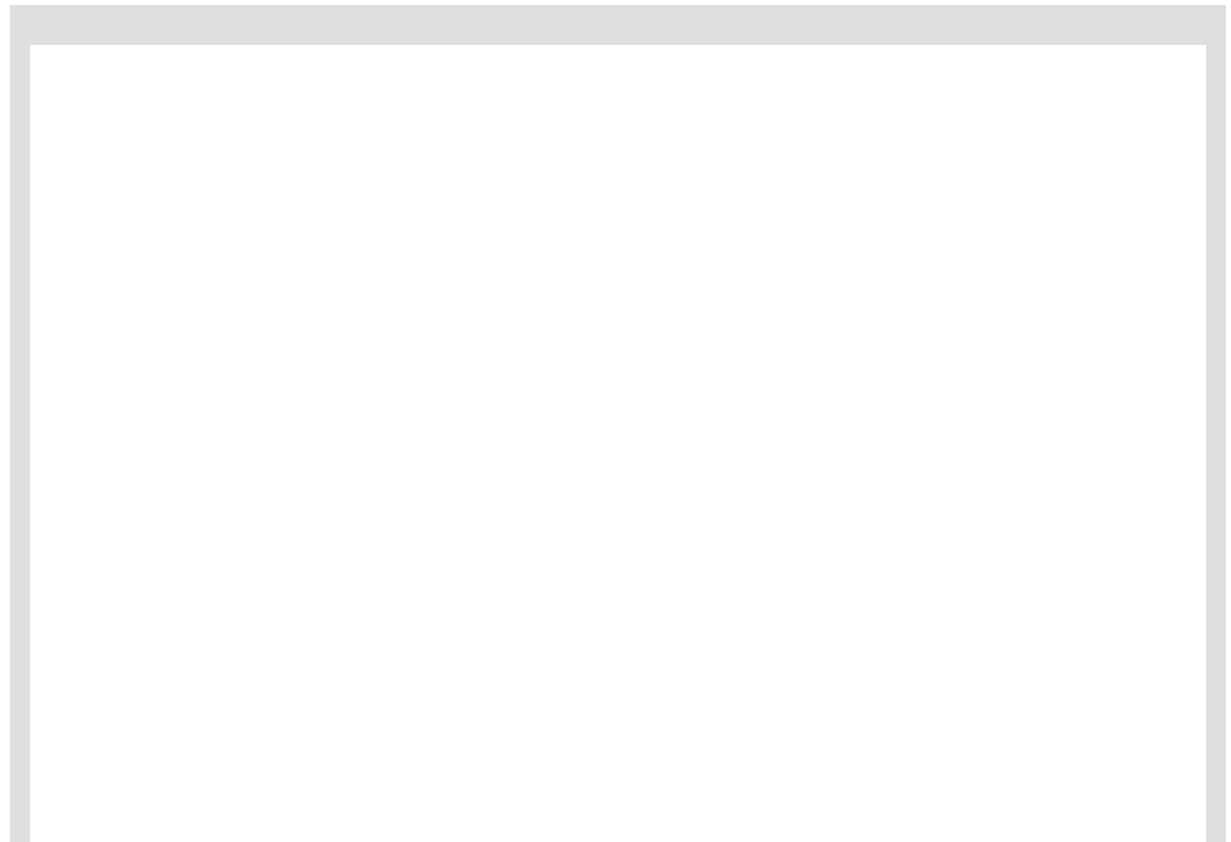
**From:** Clark Fawcett <fawcett@hurricane.utah.gov>  
**Sent:** Monday, December 22, 2025 2:15:37 PM  
**To:** ruffinjudd@gmail.com <ruffinjudd@gmail.com>  
**Subject:** Re: Upcoming County fair and Your City

I will be happy to put you on the agenda. Our only meeting in January will be the 15th. It may be a long meeting so I may look at the February 5 meeting. I'll let you know when we get closer which meeting. Thank you.

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**From:** Ruffin Judd <ruffinjudd@gmail.com@hubspotstarter.hs-send.com>  
**Sent:** Monday, December 22, 2025 2:11:38 PM  
**To:** Clark Fawcett <fawcett@hurricane.utah.gov>  
**Subject:** Upcoming County fair and Your City



## Washington-County-Fair-Logo



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## Hello Clark,

Dear Members of the City Council,

We hope you're all doing well. Our names are Ruffin Judd and Brandon Ipson, and we're working with the Washington County Fair to strengthen its connection with our local communities and cities. We're writing to request a brief spot on one of your January or first-quarter city council agendas.

The Washington County Fair isn't just another event—it's the longest-running community event in our area, with roots going back to 1860, and it now generates an estimated **\$5.8 million in economic impact** for our county. It's a huge opportunity to showcase your beautiful city, support local families and youth, and highlight the good things happening in your community.

We would love the chance to:

- Share the fair board's expectations for city and community involvement
- Discuss how the City and Fair can collaborate to increase resident participation
- Explore ideas for a city display/booth at the fair
- Coordinate simple, practical ways to get your schools, churches, and local groups involved

We are requesting about 10–15 minutes on an upcoming agenda to walk through these ideas and answer any questions. Our goal is to make participation easy, clear, and beneficial for both the City and your residents.

Thank you for your time and for all you do for our community. We'd be happy to provide any additional information you may need in advance of the meeting.

All the best,

Ruffin Judd  
208-351-1413  
ruffinjudd@gmail.com

Brandon Ipson  
435-669-0332  
brandonipson@yahoo.com

Washington County Fair, 5500 West 700 South, Hurricane, Utah 84737

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## STAFF COMMENTS

**Item:** Presentation and discussion regarding the design and funding of a proposed skate park.

**Discussion:** The owner of Omega Ramps requested agenda time to present the 3D design of the skatepark, estimated project costs, and proposed funding sources, including a request for City funding of up to 27% of the total project cost. This item is scheduled for presentation and discussion only; any commitment of funds would be subject to approval through the formal budget process.

**Findings:**

**Recommendation:**



## STAFF COMMENTS

**Item:** Consideration and possible approval of a request for amendments to the Sky Rim Development Agreement entered into on December 2, 2022.

**Discussion:** The applicant requests an amendment to the existing development agreement for the SkyRim development, located east of Walmart. The proposed amendment includes three components: (1) modifying setbacks within the single-family portion of the development from the Planned Commercial setbacks to Single Family setback standards; (2) removing the affordable housing component required by the current development agreement and making it optional; and (3) allowing the proposed apartment buildings that are restricted to three stories by the development agreement to be constructed at a height of up to four stories. A public hearing was held at the January 22, 2026, Planning commission meeting, and no public comments or objections to the request were received. The Planning Commission was reluctant to make any changes to the development agreement. They expressed a strong desire that the affordable housing component must remain a mandatory part of the development agreement as it currently stands. They also recommended against allowing the building heights to be increased to four stories. Overall, the Commission had no objections to revising the setback requirements and recommended that the R1-4 setback standards for the single-family lots be allowed. The vote to approve the amendment to allow the R1-4 setback standards was 5-1 in favor.

**Findings:** The existing setback standards for the Planned Commercial zone are as follows:

- Front: 12 feet.
- Rear: 10 feet.
- Side: 10 feet.
- Street side: 20 feet.

If approved, the R1-4 setbacks would allow:

- Front: 25 feet.
- Rear: 10 feet.
- Side: 5 feet on one side and a minimum of 10 feet on the other side.

- Street side yard: 15 feet.

**Recommendation:** Staff recommends approval pursuant to the Planning Commission's recommendation:

- APPROVE an amendment to the development agreement to allow the R1-4 setback standards for the single-family lots only;
- DENY the request to remove the affordable housing component in the Sky Rim development; and
- DENY the request to allow 4-story apartment buildings. – Gary Cupp



## STAFF COMMENTS

<b>Agenda Date:</b>	<b>01/22/2026 - Planning Commission</b>
<b>Application Number:</b>	GA26-01
<b>Action Type:</b>	Legislative
<b>Applicant:</b>	Steward Land Company
<b>Agent:</b>	Clark Conway
<b>Request:</b>	Request for an amendment to the existing Development Agreement for SkyRim
<b>Location:</b>	3000 W State St
<b>Zoning:</b>	Planned Commercial
<b>General Plan Map:</b>	General Commercial, Mixed Use, Single Family
<b>Recommendation:</b>	Recommend approval with modifications to the City Council
<b>Report Prepared by:</b>	Fred Resch III

### Discussion:

The applicant requests an amendment to the existing development agreement for the SkyRim development, located east of Walmart. The proposed amendment includes three components: (1) modifying setbacks within the single-family zone to allow for more efficient development; (2) amending the development agreement and associated density caps to make the affordable housing component optional; and (3) allowing the proposed apartment buildings to be constructed at a height of up to four stories.

Pursuant to Utah Code §10-20-508, municipalities may enter into development agreements with property owners that allow deviations from zoning standards, provided the process follows the requirements applicable to a land use ordinance amendment. This process includes holding a public hearing and receiving a formal recommendation from the Planning Commission.

	<b>Zoning</b>	<b>Adjacent Land Use</b>
<b>North</b>	RM-1 (PDO), RM-2	Under development townhomes
<b>East</b>	HC, R1-10, R1-8	Undeveloped property
<b>South</b>	HC	SR-9 and undeveloped property
<b>West</b>	HC, RM-1	Townhomes and undeveloped property



**Affordable Housing:** The current development agreement requires that 10 percent of the units within the overall development be deed-restricted as affordable housing for households earning at or below 80 percent of the Washington County Area Median Income (AMI) for a minimum period of 25 years. In exchange, the City approved a density bonus allowing an increase in density from 15 units per acre to 17 units per acre (an increase from 457 units to 519 units). The applicant proposes to revise this requirement so that the affordable housing component would be optional rather than mandatory; however, the density bonus would remain contingent upon the provision of the affordable units. This structure is consistent with the framework established in the City's ordinance.

The Hurricane City General Plan and Moderate Income Housing Plan encourage "affordable, well-designed multifamily developments" and support the use of incentives to promote the construction of housing affordable to households earning less than 80 percent of AMI.

As part of the rezoning and development agreement process for this property, the applicant expressly agreed to this obligation, stating: "Steward is committed to working with the City to address housing affordability... Steward is willing to commit to 10% affordable units per the City's ordinance and Development Agreement" (see attached presentation materials). This commitment was also included as a condition of approval for the development agreement.

The applicant has indicated to staff that they may be interested in pursuing alternative approaches to affordable housing, such as an assisted living facility; however, no specific proposal has been submitted for review as part of this request.

**Building Heights:** The applicant requests an amendment to the development agreement to modify the existing building height limitation from three stories to four stories within the high-density residential portion of the development. This height limitation was discussed during the rezoning process and was included as a condition of approval due to City Council concerns regarding taller buildings. The applicant agreed to this condition at the time, though with less enthusiasm than the affordable housing commitment. Following approval of the development agreement, the City Council amended the ordinance to limit building height in the Planned Commercial zone to 35 feet.

Staff does not object to increased building height in this location in principle. Due to the site's topography, buildings within the development are largely screened from view from most areas of the city regardless of height. Additionally, allowing increased height without a corresponding increase in density can result in more efficient site design and greater preservation of open space, as buildings may be constructed vertically rather than expanding horizontally. However, the requested amendment is not consistent with the City's adopted policy regarding building height limitations.

### **Findings:**

Staff makes the following findings:

1. The request for modified setbacks for the single family development is reasonable but should be modified to match the R1-4 setbacks, based on current city policies.
2. Staff finds that the applicant's proposal to make the 10% affordable housing component optional represents a departure from a previously agreed-upon condition of the development agreement and the City's adopted housing policies, including the General Plan and Moderate Income Housing Plan.

3. Staff finds that the applicant's request to increase building height from three to four stories in the high-density residential portion is not consistent with the City's adopted building height policies, despite topography mitigating visual impacts and potential benefits to open space preservation.

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

1. Adopts the R1-4 setbacks for the single family portion of the development.
2. Leaves the affordable housing requirement in place.
3. Staff recommends the Planning Commission consider whether four story buildings may be appropriate for this development.



01/02/2026

Hurricane City  
147 N 870 W  
Hurricane, UT 84737

ATTN: Gary Cupp, Fred Resch  
Hurricane City Planning & Zoning

RE: SkyRim Development, Development Agreement Amendment

To All Who May Be Concerned,

The enclosed narrative has been provided to accompany changes pursued to the original Development Agreement executed between Hurricane City and Steward Land Holdings LLC, Effective Date December 2<sup>nd</sup>, 2022. Steward Land Holdings presents these changes to Hurricane City for consideration with the belief that they are mutually beneficial in the development of the property and benefit to both current and future residents of Hurricane.

Thank you for your efforts so far on this project. We look forward to continuing to work together in developing the SkyRim community.

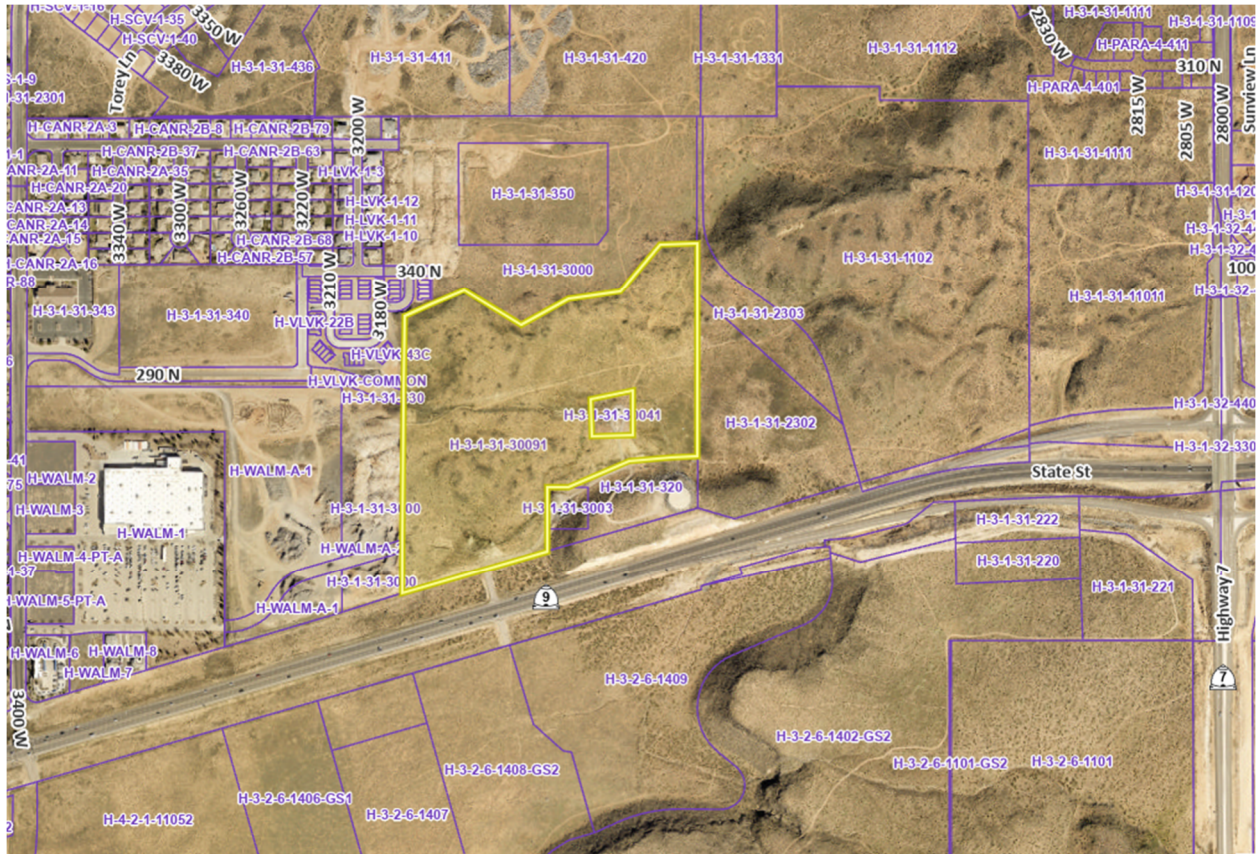
Please reach out to us at any time.

Regards,

A handwritten signature in black ink, appearing to read "Clark Conway". The signature is fluid and cursive, with a long horizontal stroke at the end.

Clark Conway  
Entitlement & Construction Manager  
[clark@stewardland.com](mailto:clark@stewardland.com)  
801-881-1041

## SkyRim Development Location:



## Summary of Changes, Development Terms:

### Item 2a

***"Should Developer seek the density bonus outlined in 2.b. below, ten percent (10%) of the total units in residential areas shall be designated as Affordable housing as defined in Hurricane City Code section 10-15-8(E)(2)(a) and shall satisfy all of the requirements for Affordable housing as set forth in Hurricane City Code section 10-15-8(E)(2). A copy of the applicable sections of the Hurricane City Code is attached as Exhibit D."***

- Steward Land requests that the language above be inserted into the development terms to align with the existing residential density requirements for the applicable Planned Commercial zoning of the SkyRim property, specifically, code sections 10-15-8.E. *Residential density* & 10-15-8.E.1. *Affordable housing*.
  - Code sections state: *"E. Residential density. Except as stated in this section, the areas designated as residential within planned commercial developments shall not exceed 15 units an acre or the density identified in the approved preliminary site plan, whichever is less. 1. Affordable housing. Residential areas of a planned commercial development are entitled to a density bonus by meeting the affordable housing requirements of title 10,*

# STEWARD

## LAND COMPANY

*chapter 52 of this Code. The available density bonus shall be based on the original residential density authorized in the approved preliminary site plan.”*

- Steward Land intends to keep residential density for the areas previously designated as residential within the SkyRim development to below the 15 units/acre code requirement. Steward Land shall not pursue any density bonus above the applicable code and therefore requests clarification that the ‘Affordable housing’ requirements associated with said density bonus become non-applicable.

### Item 2b

*“The total residential area shall not exceed 17 units per residential acre, which equates to approximately 519 units, should the requirements outlined in 2.a. above be met by the Developer. If the project is developed in phases, Developer shall place a note on the preliminary plat or site plan of each phase showing the total number of units approved out of the total unit allowed.”*

- Steward Land, to accompany Item 2a, proposes the above language be inserted to clarify that the bonus density of 2 units per residential acre shall not be available to Steward Land without achieving the Affordable housing requirements in the applicable code, specifically code sections 10-52-4.B. *Density bonus* and 10-52-4.B.1 *Maximum density*.
  - Code sections state: *“B.Density bonus.1.Maximum density. Affordable housing developments may receive a maximum 15 percent density bonus based on the base density shown in an approved yield plan.”*
- Steward Land intends not to pursue the 15% (2 units/acre bonus, 17 units/acre total) density bonus in the applicable code.
- Steward Land’s current entitlements for Phases 1-3 of the SkyRim development are 15 single-family lots and 132 townhome lots, 147 units in total. Steward Land considers approximately an additional 60 single-family homes and 179 apartments for the remainder of residential area within the SkyRim development, as described in conjunction with the below Item 2d. Total unit count considered is approximately 386 units, which would result in a density of 12.64 units/acre. Current approved unit count in the Development Agreement is 519 units, a density of 17 units/acre.

### Item 2d

*“The height of buildings shall not exceed three stories in height above grade. High-density residential buildings may extend to no more than four stories in height above grade.”*

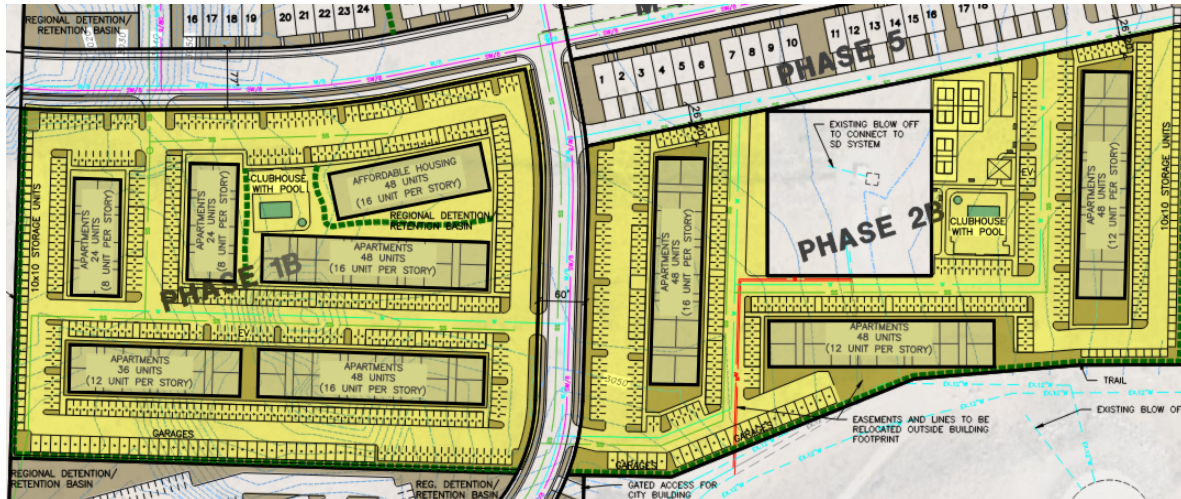
- Steward Land, to accompany the reduction in the current maximum density of 17 units/acre to a proposed ~12.64 units/acre, requests the above language be inserted to allow an apartment building to be constructed to four stories. The above language would apply only to those areas designated as high-density residential.
- Steward Land believes the reduction in both residential density and building area in high-density residential areas will result in a significantly smaller visual height and volume impact of the development. Other benefits would include reduced impact on trip generation and traffic volume, and utilities such as power & water.
- Steward Land currently considers single-family/patio-home buildings for the easterly high-density residential area.
- Steward Land provides the below site plans in comparison for reference.

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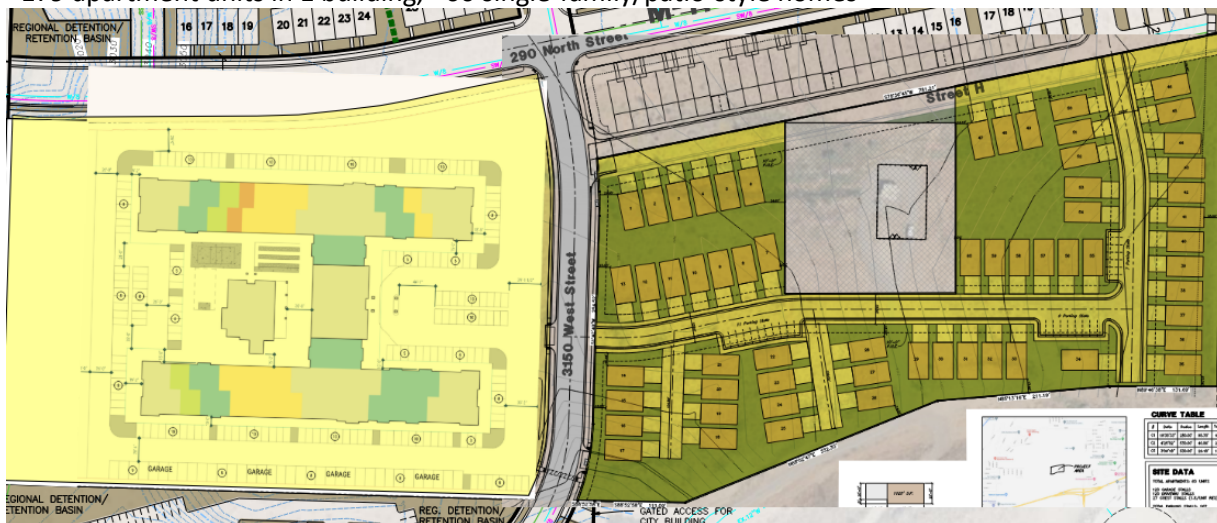
**Figure 1. Original High-Density Residential Site Layout:**

372 apartment units between 9 buildings



**Figure 2. Considered High-Density Residential Site Layout Alternative:**

~179 apartment units in 1 building, ~60 single-family/patio-style homes



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- Steward Land provides the below photograph of high-density residential product for reference.



## Item 2e

“Setback standards – Interior side yard for lots in medium-density residential areas shall be 5’. Setback standards – Street side yard for lots in medium-density residential areas shall be 10’.”

- Steward Land requests that the language above be inserted into the development terms to allow for standard-width single-family homes to be constructed in the single-family residential areas of the SkyRim development. Steward Land’s entitlements currently include the SkyRim Phase 2 approved and constructed Final Plat consisting of 15 single-family lots at approximately 50’ throughout. Steward Land desires 40’ wide homes with 5’ side yard setbacks on each side to be constructed on said lots. Steward Land’s previous interpretation of code section was no side yard setbacks are required, reference code section 10-15-4 Development Standards Table 10-15-2 *Development Standards in Commercial Zones*, below.

Setback standards—Interior side yard:

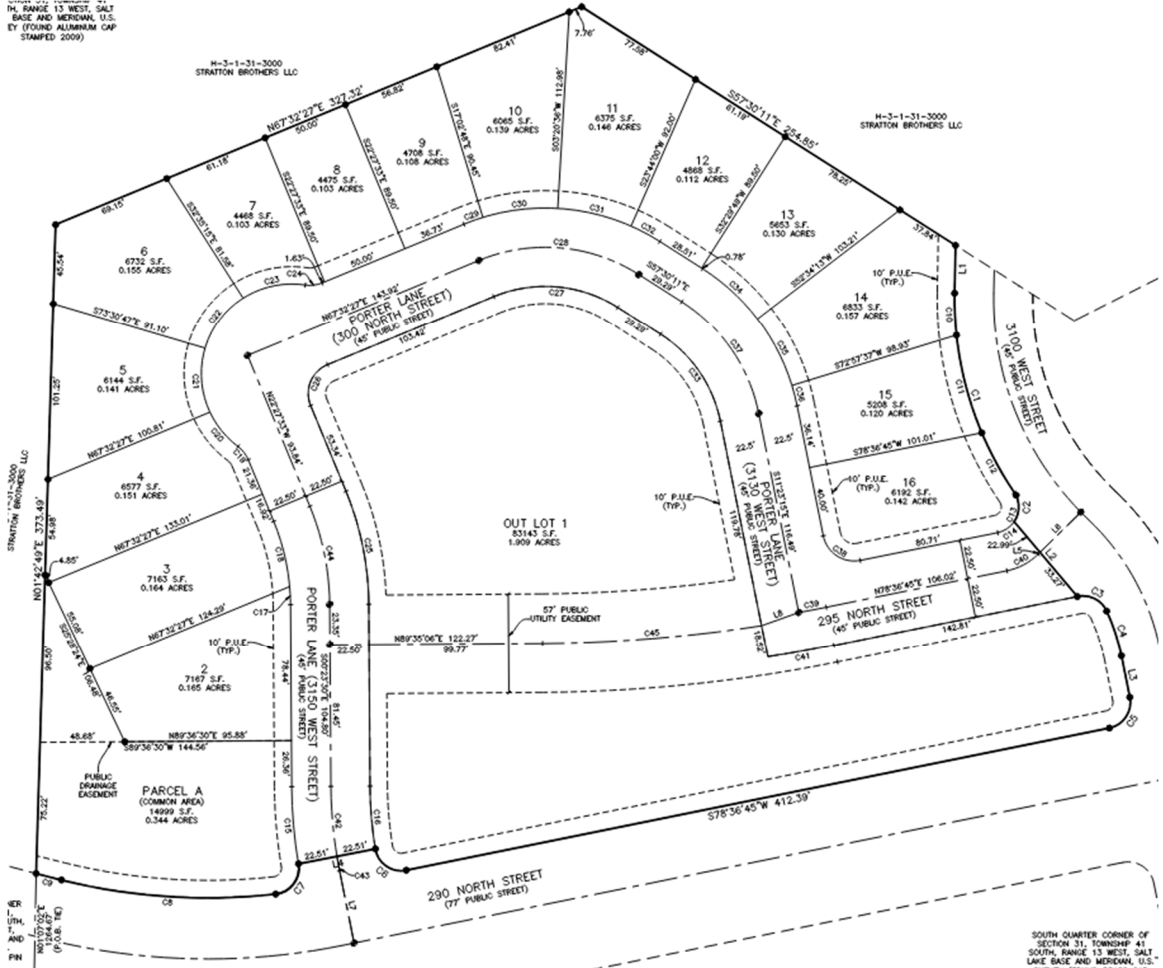
Main building	New building on a lot abutting an existing agricultural or residential use: 10 feet. Otherwise: No requirement
Accessory building	

- Steward Land provides the proposed example home layouts on the approved Phase 2 Final Plat for reference:

# STEWARD

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IN, RANGE 13 WEST, SALT  
BASE AND MERIDIAN, U.S.  
EY (FOUND ALUMINUM CAP  
STAMPED 2009)

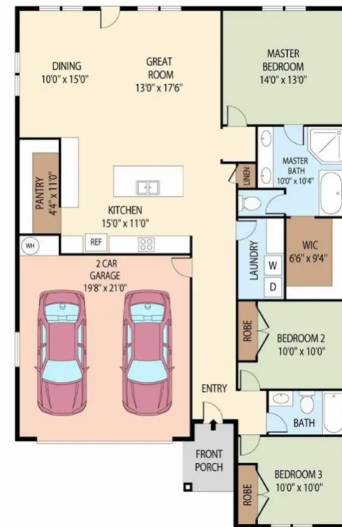


# STEWARD

LAND COMPANY

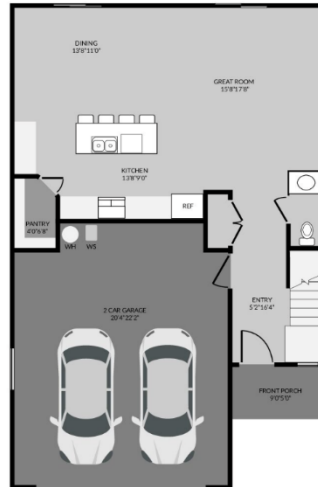
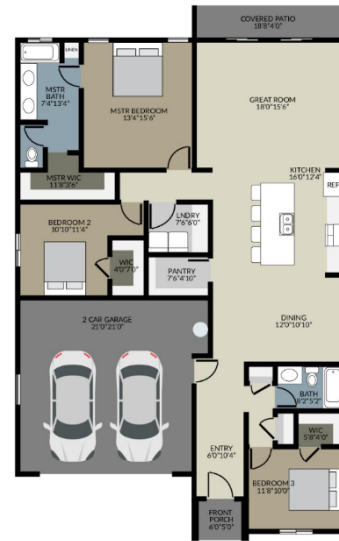


- Steward Land provides the proposed example home renderings and floor plans below for reference:



# STEWART

LAND COMPANY



**DEVELOPMENT AGREEMENT  
FOR  
STEWARD LAND HOLDINGS**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, ~~2022~~ 2026 (the “Effective Date”), by and between HURRICANE CITY, a Utah municipal corporation, hereinafter referred to as “City,” and Steward Land Holdings LLC, a Utah Limited Liability Company, hereinafter referred to as “Developer.” The City and Developer are hereinafter collectively referred to as “Parties.”

**RECITALS**

A. Developer is the owner of approximately 38.14 acres of land located within the City of Hurricane as is more particularly described on EXHIBIT A, attached hereto and incorporated herein by reference (the “Property”).

B. On \_\_\_\_\_ 20\_\_\_\_, the City Council approved a zone change of the entire property to the Planned Commercial (PC) Zone subject to and conditioned upon the terms and conditions of the Development Agreement. *See* City Council Minutes, attached as Exhibit B.

C. Developer has proposed, and City has approved, a Preliminary Site Plan attached hereto and incorporated herein as EXHIBIT C.

D. Developer is willing to design and construct the Project in accordance with the preliminary site plan and 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, zoning and development regulations in order to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth below.

E. The City Council have further authorized the Mayor of the City to execute and deliver this Agreement on behalf of the City.

F. The City has the authority to enter into this Agreement pursuant to Utah Code Section 10-9a-102(2) and relevant municipal ordinances, 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 applicable City Ordinances.

G. This Agreement is generally consistent with, and all preliminary and final plats within the Property are subject to and shall conform with, the City’s General Plan, Zoning Ordinances, and Subdivision Ordinances, and any permits issued by the City pursuant to City Ordinances and regulations.

H. 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.

I. 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.

J. 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. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. Development Terms:

- a. Should Developer seek the density bonus outlined in 2.b. below, Ten percent (10% ) of the total units in residential areas shall be designated as Affordable housing as defined in Hurricane City Code section 10-15-8(E)(2)(a) and shall satisfy all of the requirements for Affordable housing as set forth in Hurricane City Code section 10-15-8(E)(2). A copy of the applicable sections of the Hurricane City Code is attached as Exhibit D.
- b. The total residential area shall not exceed 17 units per residential acre, which equates to approximately 519 units, should the requirements outlined in 2.a. above be met by the Developer. If the project is developed in phases, Developer shall place a note on the preliminary plat or site plan of each phase showing the total number of units approved out of the total unit allowed.
- c. The applicant shall provide a mixture of townhomes and single-family homes within the “Medium Density” Area.
- d. The height of buildings shall not exceed three stories in height above grade. High-density residential buildings may extend to no more than four stories in height above grade.
- ~~d.e.~~ Setback standards – Interior side yard for lots in medium-density residential areas shall be 5’. Setback standards – Street side yard for lots in medium-density residential areas shall be 10’.

3. Except as expressly stated herein, nothing in this Agreement shall amend or replace any requirements by City, State, Federal, Fire, other local development agreements or restrictions, or other applicable regulations.

4. 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: Steward Land Company  
Attention: Brad Brown, Managing Partner  
~~1708 E. 5550 S. Ste. 18~~ 2444 Washington Blvd, STE 204  
Ogden, UT 844031

To the City: City of Hurricane  
Attention: Dayton Hall, City Attorney  
147 N 870 W.  
Hurricane, UT 84737

5. General Term and Conditions.

**a. Adequate Public Facilities.**

- i. Developer understands, acknowledges and specifically agrees that: (a) power, water, and other utility services to the Property may not be currently available in sufficient capacity to serve some or all of the Property, and may not have been extended to the Property; (b) the granting of this zone change, approval of a preliminary plat, or review of construction drawings, does not in any way guarantee or warrant the availability and extension of power, water, or other utility services to the Property; (c) no application for any building permit requiring the availability and extension of power, water, or other utility service for the specific property identified in the permit application, shall be filed, made, or approved until such time that such utilities or services are available and have been extended to the applicable property, as determined by City staff; and (d) Developer assumes all risk and liability associated with any development activity on the Property, including but not limited to all costs incurred for engineering, feasibility studies, etc., in the event that such services do not become available and are not extended to the Property.
- ii. As part of any preliminary plat or site plan application, Developer shall identify needed utilities and roadways and provide a plan on how the Developer shall provide each of the required services to the site, including plans on providing off-site improvements.
- iii. Developer understands offsite improvements will likely be necessary for development and will be responsible for any required offsite improvements. These improvements may require the property owner to install utility lines and secure rights-of-way or easements for needed infrastructure. All offsite improvement plans and construction will be subject to review and approval by the Hurricane City Joint Utility Committee.

b. 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.

c. 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.

d. 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.

e. Third Party Rights. Except for the Developer, the City and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express intended beneficiaries of this Agreement, this Agreement shall not create any rights in and/or obligations to any other persons or parties. 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 in the Office of the Washington County Recorder against the Property and is intended to and shall be deemed to run with the land, and shall be binding on and shall benefit all successors in the ownership of any portion of the Property.

i. Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

j. 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

k. 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 Ordinances.

6. Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

**CITY:**

ATTEST:

By: \_\_\_\_\_  
Mayor

**DEVELOPER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF UTAH )  
 )  
 ) :SS  
COUNTY OF UTAH )

On the \_\_\_\_ day of \_\_\_\_\_, 202\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, 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  
Residing at:

## EXHIBIT A

### Legal Description Parcel:



Parcel #H-3-1-31-3009

#### Zoning Boundary Description

PART OF THE SOUTHWEST QUARTER OF SECTION 31 TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N88°52'58"W 751.16 FEET AND NORTH 452.94 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 31; THENCE S74°50'08"W 765.51 FEET; THENCE N01°42'49"E 1399.98 FEET; THENCE N67°32'27"E 327.32 FEET; THENCE S57°30'11"E 335.71 FEET; THENCE N63°09'32"E 269.71 FEET; THENCE N83°12'08"E 265.91 FEET; THENCE N40°40'01"E 312.94 FEET; THENCE S88°58'18"E 189.64 FEET TO A POINT ON THE CENTER SECTION LINE OF SAID SECTION 31; THENCE S01°01'42"W 1070.46 FEET; THENCE S89°46'38"W 131.69 FEET; THENCE S85°13'16"W 211.19 FEET; THENCE S68°02'47"W 332.30 FEET; THENCE N88°52'58"W 111.09 FEET; THENCE S01°07'02"W 320.61 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN: THENCE S89°58'47"W 511.39 FEET; THENCE N00°01'13"W 1040.89 FEET TO THE SOUTHWEST CORNER OF AN EXISTING 1 ACRE WELL SITE PARCEL AND TO THE POINT OF BEGINNING; THENCE N00°01'13"W 208.71 FEET; THENCE N89°58'47"E 208.81 FEET; THENCE S00°01'13"E 208.71 FEET; THENCE S89°58'47"W 208.71 FEET TO THE POINT OF BEGINNING.

CONTAINING A REMAINDER OF 38.14 ACRES, MORE OR LESS.

#### Solutions You Can Build On™

Civil Engineering • Land Planning • Structural Engineering • Landscape Architecture • Land Surveying • Construction Surveying  
5160 S 1500 W • Riverdale, Utah 84405 • Tel: 801-621-3100 • Fax: 801-621-2666  
ogden@reeve-assoc.com • reeve-assoc.com



2	2
	Snells

Date: 8-25-22  
Name:  
Number: 7152-26

Planner: C. Cone  
Designer: N. Peterson

**Project Info.**  
Engineer:  
N. Reeve

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PART COF THE S

## Parc

**Imin**

### 1-3-1

**Site**

**300**

9  
& M., U.S.  
4

S. SURVEY

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DATE \_\_\_\_\_

REVISION	00

DESCRIPTION

b



**R  
& A**  
6000  
TEL: (314) 621-1111  
LAND P  
THAT'S CHANG

# Re Assoc

**Associate**  
RES. MANAGER  
(901) 421-2666  
ENGINEERS • U  
IN. ENGINEERS

**ve**  
**s, Inc**  
STAN SWIFT  
www.harsco.com  
and delivery  
product of

e  
C.  
Inc.

## EXHIBIT D

### Affordable Housing Requirements

#### HCC 10-15-8 (E)

2. *Affordable housing.* Projects shall not exceed 17 units an acre for residential areas that reserve ten percent of given units as affordable housing.

a. *Defined.* "Affordable housing" means housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80 percent of the median gross income for households in the county. Housing costs must be affordable based on housing and urban development standards.

b. *Duration and requirements of affordability.*

(1) *Affordable rental unit.* An affordable rental unit shall remain affordable for a period of 25 years from the time a certificate of occupancy is issued. Prior to or as a condition of approval of a final site plan, a deed restriction requiring compliance with this section shall be recorded with the county recorder, which deed restriction shall run with the land and bind all assigns, heirs, and successors of the applicant.

(2) *Affordable ownership unit.* An affordable ownership unit shall be sold only to income-qualified households for a period of 25 years from the time a certificate of occupancy is issued. Prior to or as a condition of approval of a final site plan, a deed restriction requiring compliance with this section shall be recorded with the county recorder, which deed restriction shall run with the land and bind all assigns, heirs, and successors of the applicant.

# Hurricane City, Utah – City Council November 17, 2022

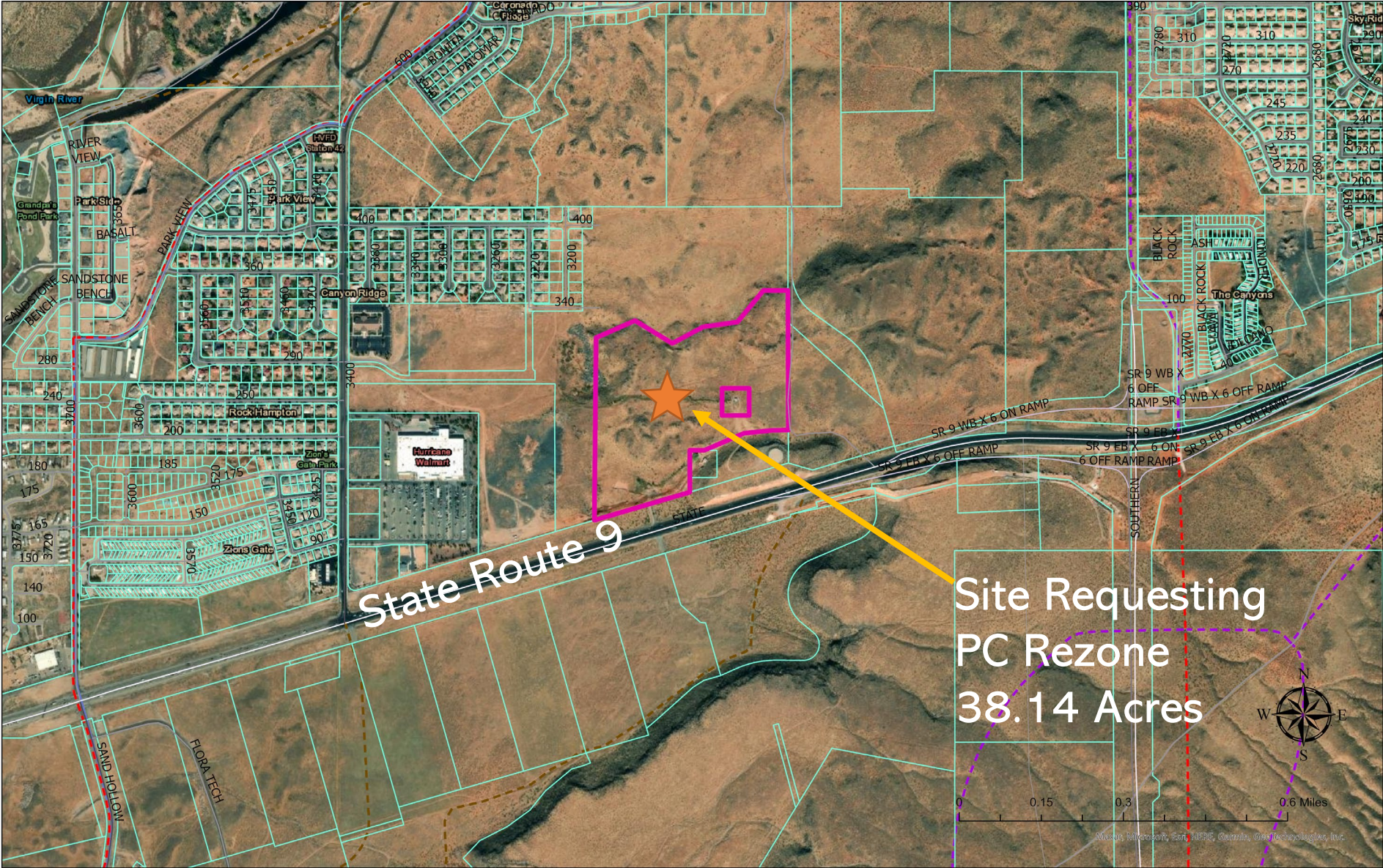


Brad Brown

# Presentation Outline

- General Project Info
- Planning Commission Criteria Questions
  - 1 – General Plan conformance
  - 2 – Proposal harmonious with existing character
  - 3 – Affects on adjacent properties
  - 4 – Adequacy of facilities
- Affordable Housing
- Growth in Hurricane
- Height Limit

# Site Area Map



**VICINITY MAP**  
SCALE: NONE

**Proposed Zone**      **Acres**

Planned Commercial	38.14
<b>Total</b>	<b>38.14</b>

**340 N. STREET**

**FUTURE ROAD M10**

**FRONTAGE ROAD**

**HIGHWAY SR-9**

**Well Building**  
1 Acre

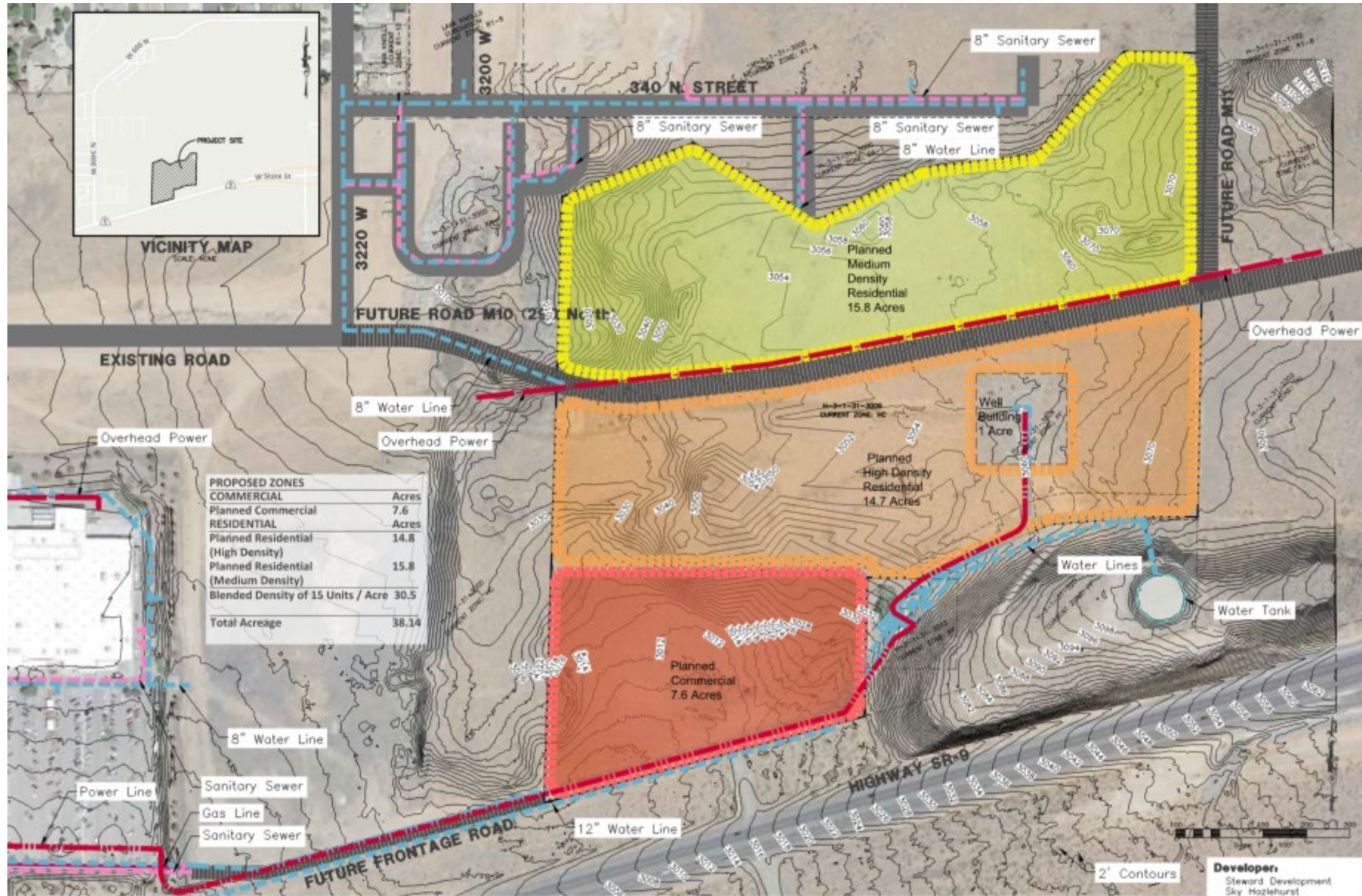
**Planned Commercial**  
38.14 Acres

**OVERHEAD POWER LINE**

**Scale: 1" = 100'**

4

# Updated Site Plan



# Hurricane City – Rezone Questions

**We will address these questions in the presentation:**

## **Sec. 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.*

# Hurricane City – Future Land Uses

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

**Response:** This property has three designations on the General Plan Map



*Hurricane City Future Land Use Map*

Source: staff report

**Proposed project includes three housing types:**

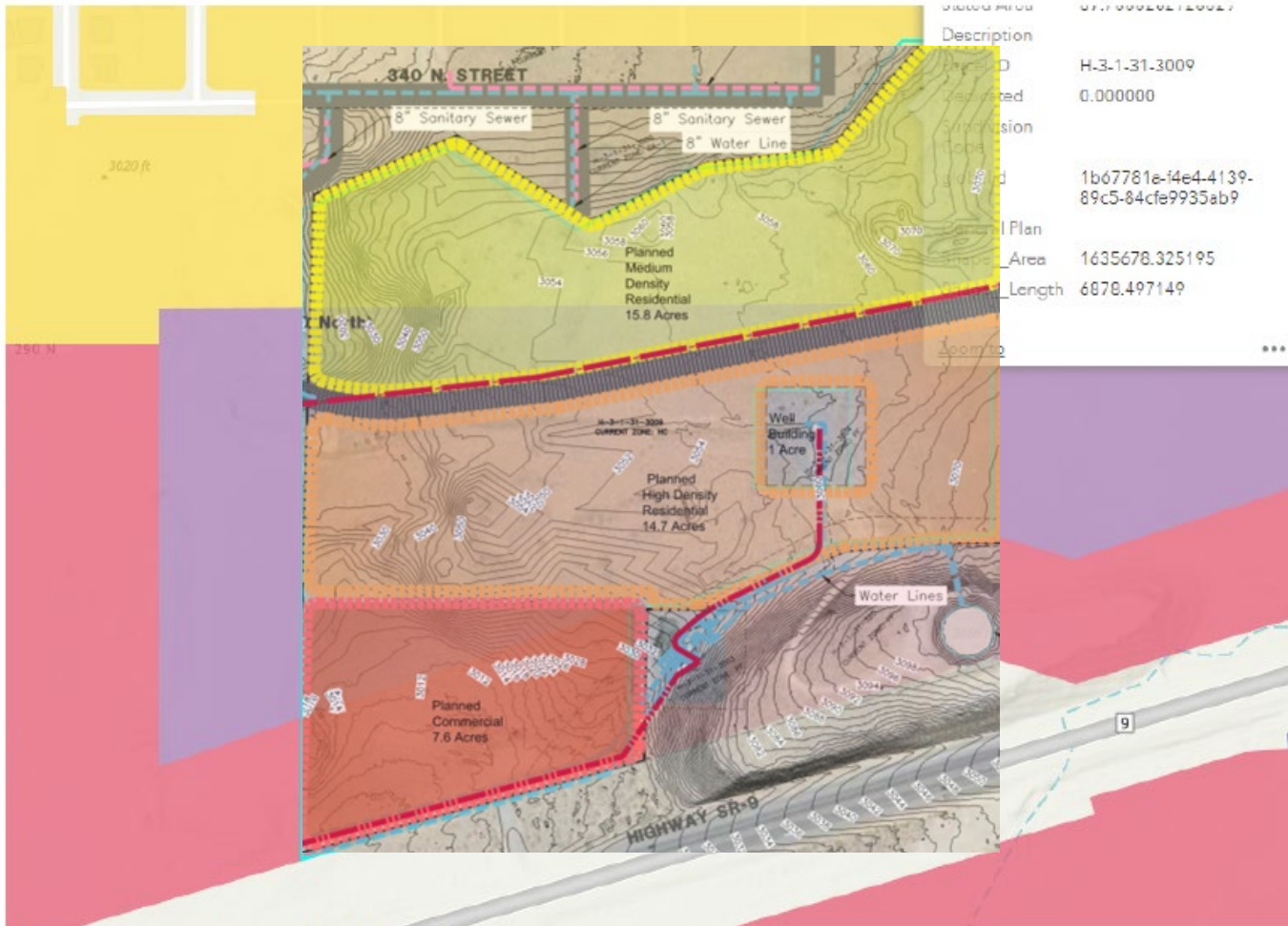
**Single Family  
Townhomes  
Apartments**

**and  
Commercial on  
the highway.**

# Hurricane City – Future Land Uses

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*Hurricane City Future Land Use Map*

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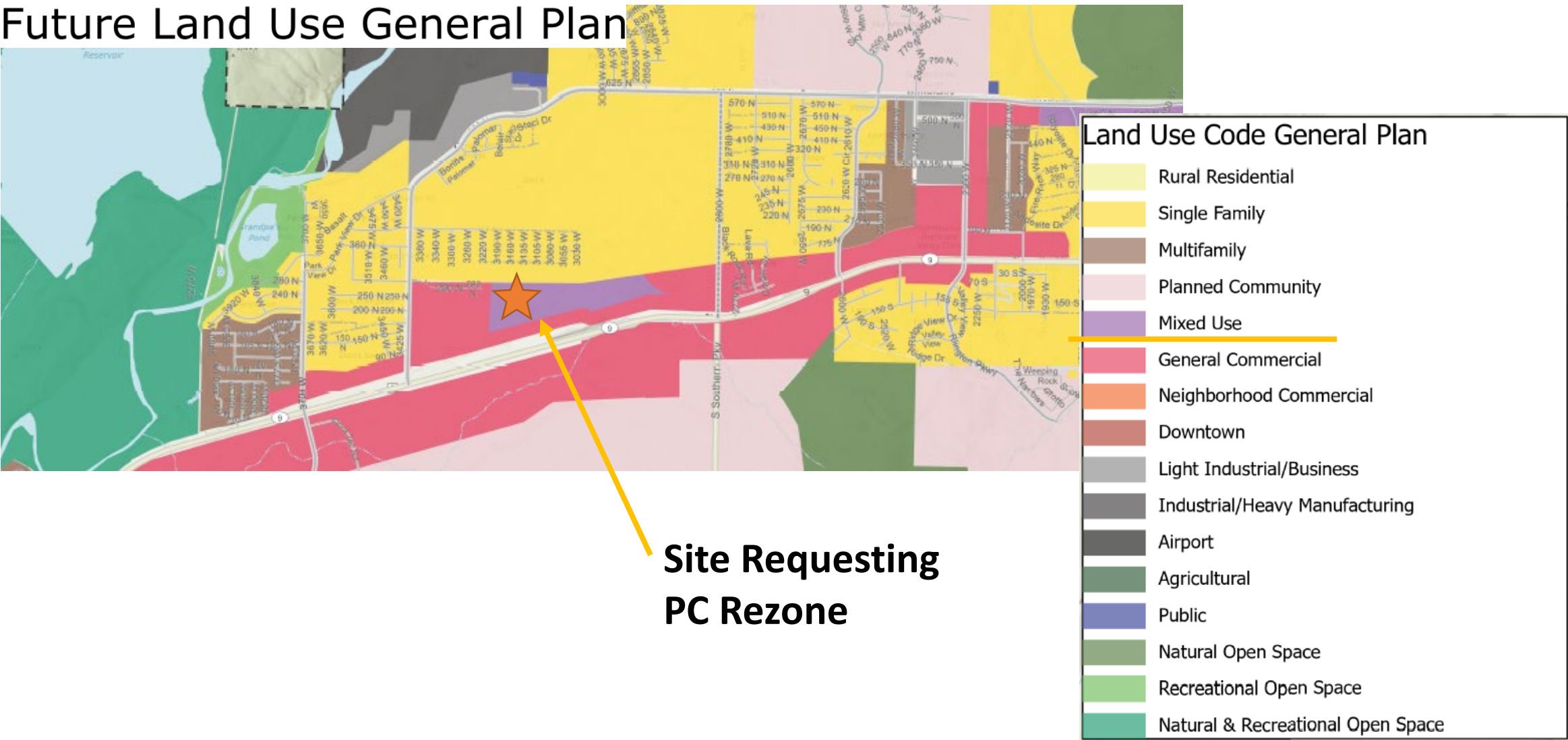
**Single Family  
Townhomes  
Apartments**

**and  
Commercial on  
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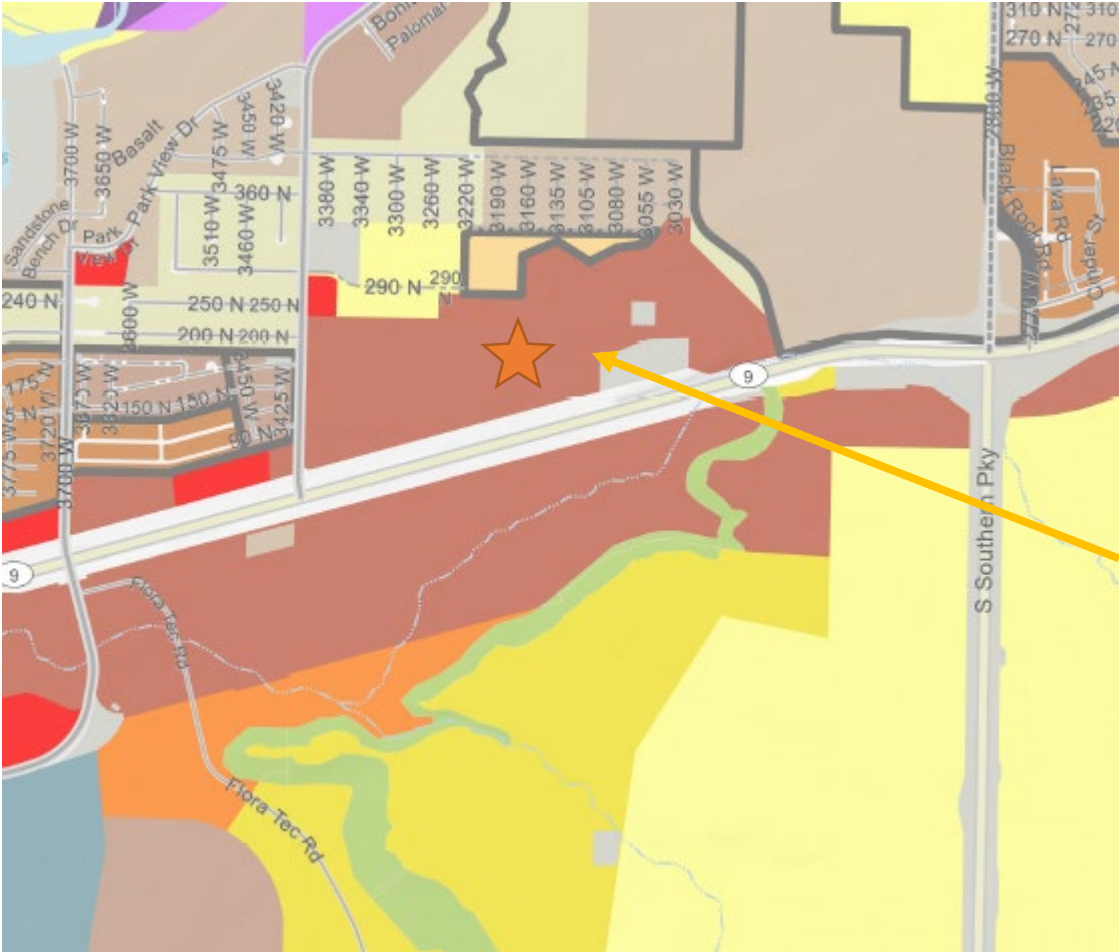
Source: staff report

# Hurricane City – Future Land Uses


























## Future Land Use General Plan



# Hurricane City – Current Zoning



Site Requesting  
PC Rezone

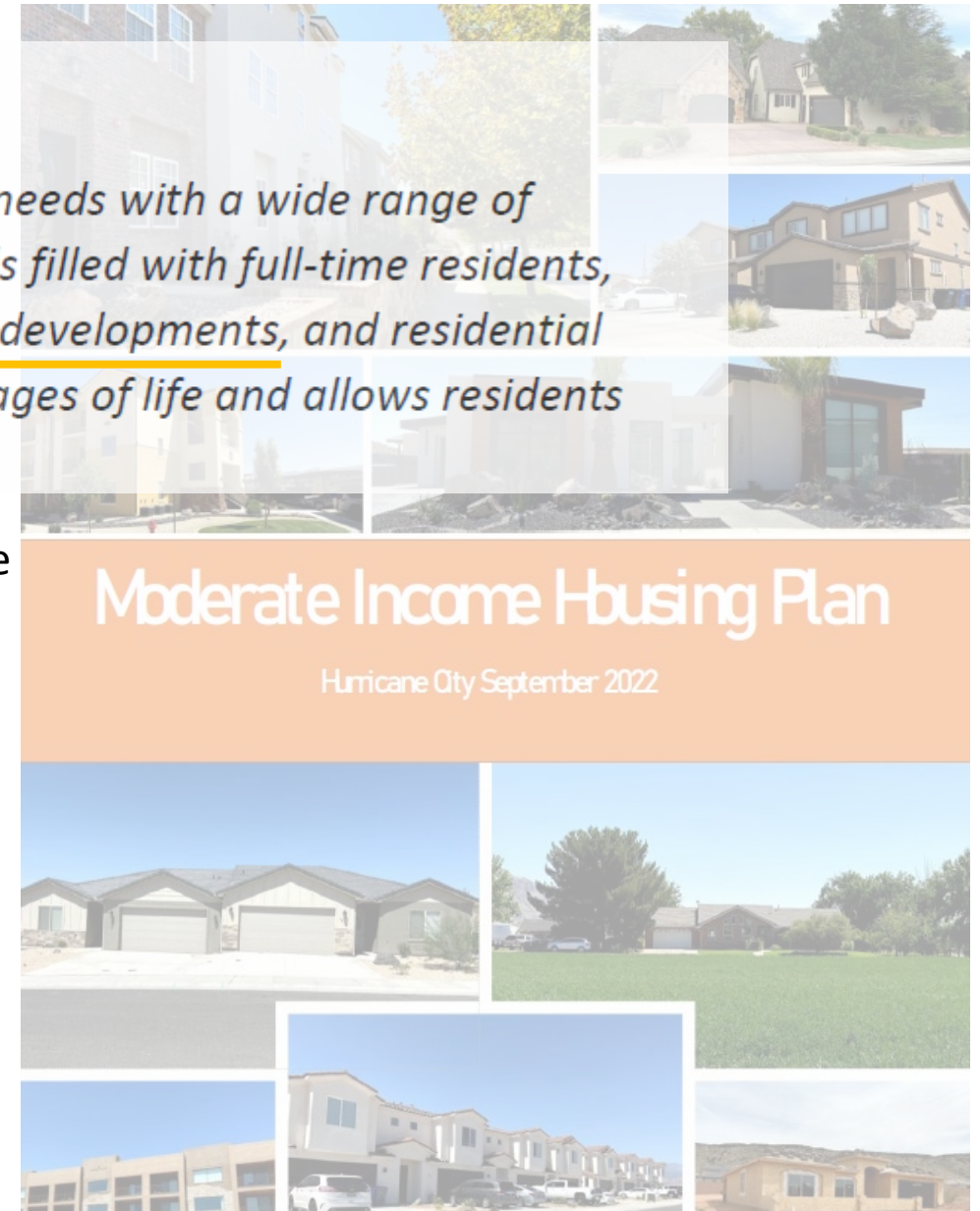
Zoning Overlays	
Overlay Type	
	Agricultural Protection Overlay
	Extraction Industries Overlay
	Planned Development Overlay
Zoning	
Classification	
	A-10: Agricultural - 1 Unit Per 10 Acres
	A-5: Agricultural - 1 Unit Per 5 Acres
	RR: Recreational Resort Zone
	OS: Open Space
	RA-1: Residential Agricultural - 1 Unit Per Acre
	RA-0.5: Residential Agricultural - 2 Units Per Acre
	R1-15: Residential - 1 Unit Per 15,000 Sq. Ft.
	R1-10: Residential - 1 Unit Per 10,000 Sq. Ft.
	R1-8: Residential - 1 Unit Per 8,000 Sq. Ft.
	R1-6: Residential - 1 Unit Per 6,000 Sq. Ft.
	RM-1: Multi-Family - 6 Units Per Acre
	RM-2: Multi-Family - 10 Units Per Acre
	RM-3: Multi-Family - 15 Units Per Acre
	MH/RV: Mobile Home - RV
	GC: General Commercial
	PC: Planned Commercial
	HC: Highway Commercial
	NC: Neighborhood Commercial
	BMP: Business/Manufacturing Park
	M-1: Light Industrial
	M-2: Heavy Industrial
	Public Facility

# Hurricane City – Moderate Income Housing Plan/General Plan

## OUR HOUSING VISION

*In 2030, Hurricane is a city that addresses their diverse housing needs with a wide range of housing options. A balance of stable single-family neighborhoods filled with full-time residents, retirement communities, affordable, well-designed multi-family developments, and residential agriculture provides options for families and individuals at all stages of life and allows residents to age-in-place.*

Source: Hurricane Moderate Income Housing Plan/General Plan



# Hurricane City – Moderate Income Housing Plan/General Plan

Source: Hurricane Moderate Income Housing Plan/General Plan  
Hurricane Strategies

## “Development Incentives

### 3. Implement zoning incentives for moderate income units in new developments

#### Policy Recommendations

- Evaluate an inclusionary zoning incentive for new developments to build affordable housing for those making 80%, 50%, and 30% of Washington County AMI.
  - Add density bonus for Planned Development Overlay for affordable units. These incentives could include deed-restricted units or units that nonprofit housing organizations will construct.
  - Create incentives for developers to pay fees into a housing fund that could help support the creation or construction of affordable units.
  - Evaluate density bonus incentive for affordable housing within the Planned Commercial Mix Use Zone.
  - Look at allowing land transfers for density bonuses or using Transfer of Development Rights to create more affordable developments in exchange for keeping other property open.
  - Encourage or require a variety of housing options within Master Plan Communities, including affordable options.”

Source: Hurricane Moderate Income  
Housing Plan/General Plan

# Hurricane City – Moderate Income Housing Plan/General Plan

Source: Hurricane Moderate Income Housing Plan/General Plan  
Hurricane Strategies

## “Mixed Use Development

**5. Create or allow for, and reduce regulations related to, multifamily residential dwellings compatible in scale and form with detached single-family residential dwellings and located in walkable communities within residential or mixed-use zones;**

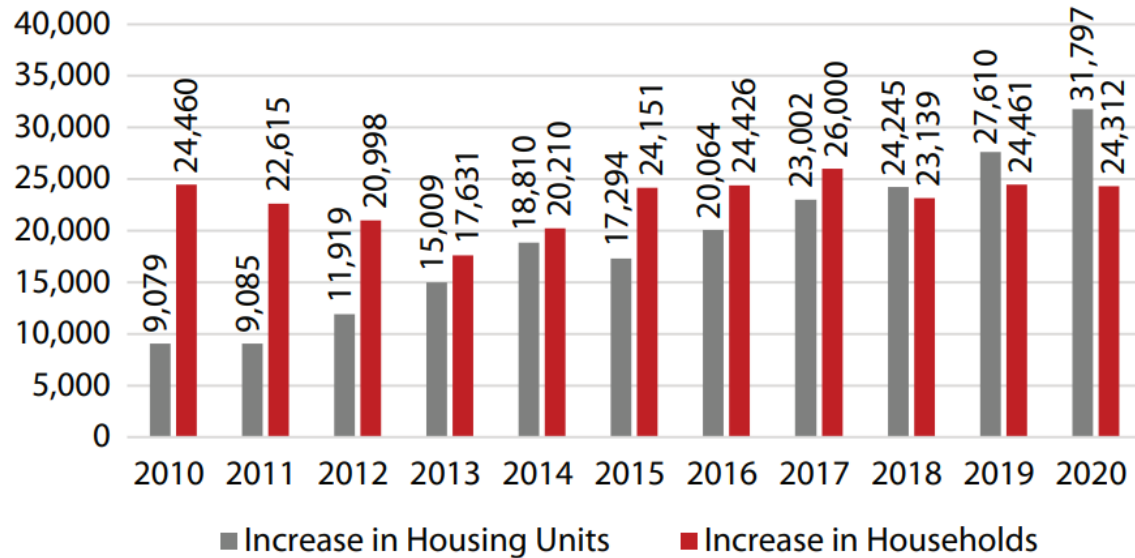
### Policy Recommendations

- Create a Downtown Master Plan and review housing policy within the downtown. Consider eliminating or reducing single-family zoning for infill development and creating mixed-use standards within the downtown. The Downtown Master Plan is scheduled to begin in August 2022 and is anticipated to take six to eight months.
- Look at areas where “Missing Middle Housing” and mixed-use zones can be implemented within existing and future residential and commercial developments. Areas for review include new development along SR-7, Sand Hollow Road Commercial Areas, and around 3400 W on the north side of SR-9.
- Review the Planned Commercial Zoning density bonus factors. “

Source: Hurricane Moderate Income  
Housing Plan/General Plan

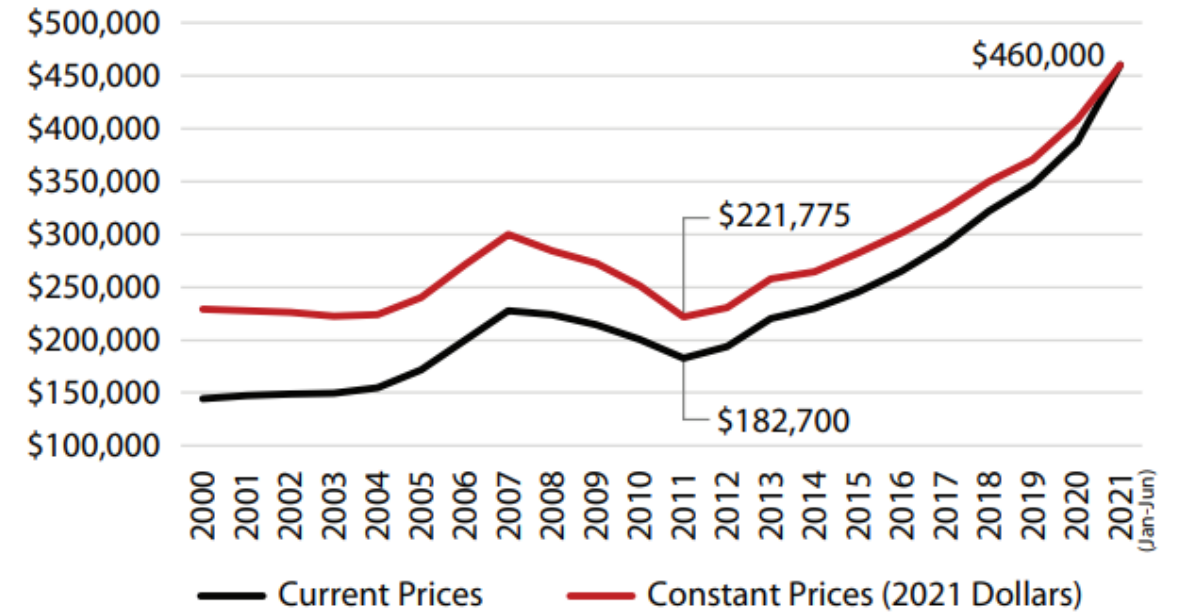
# Utah Housing Prices

**Figure 5: Annual Increase in Housing Units and Households in Utah, 2010–2020**



Source: Kem C. Gardner Policy Institute, University of Utah

**Figure 2: Median Sales Price of Single-Family Homes in Utah, 2000–2021**



Source: UtahRealEstate.com

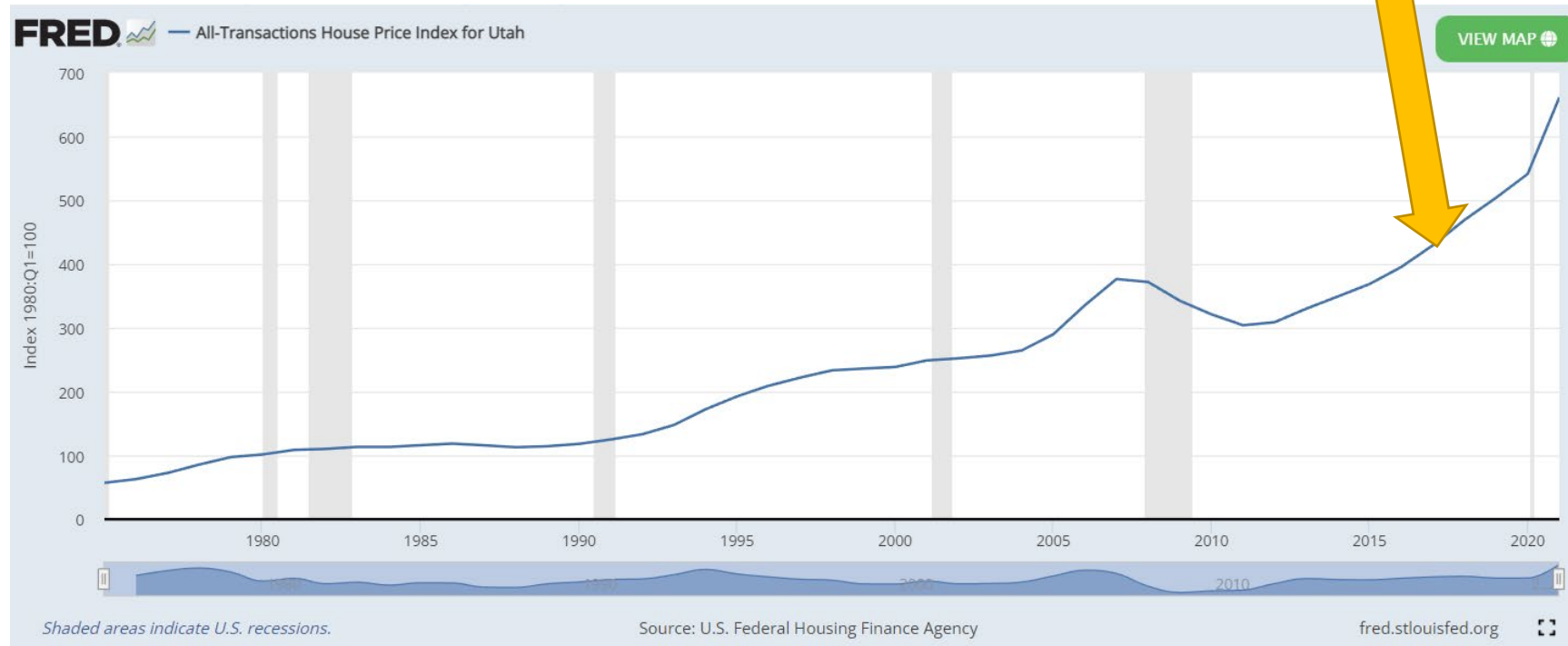
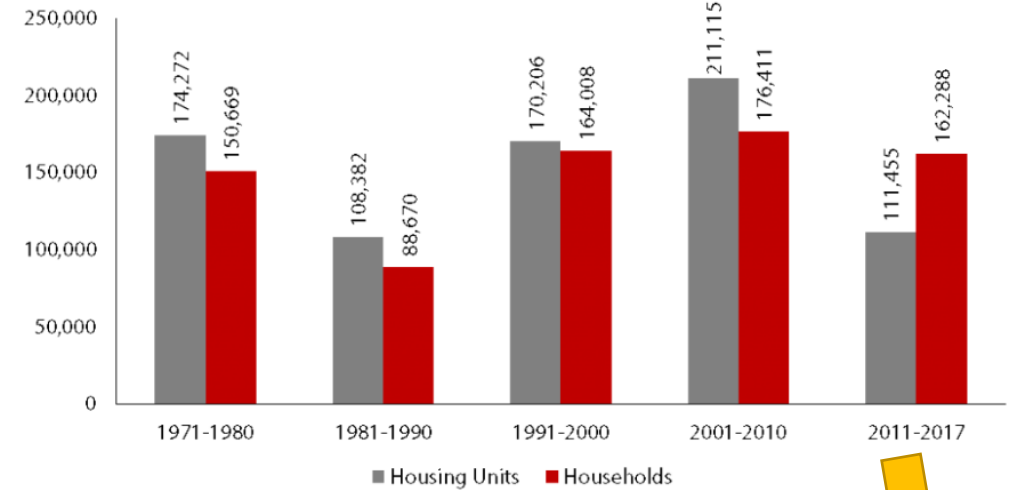
# Housing Affordability

Affordable housing is specific to low income.

Housing affordability refers to the whole market and how it affects everyone.

Both affordable housing

Utah Housing Units vs. Household Growth



# Housing Affordability

**Steward is committed to working with the City to address housing affordability. This project will provide:**

- **Housing Choices**
  - **Single-family, Townhomes, Multi-family**
- **Housing Supply in the right location**
  - **Near Schools**
  - **Near transportation infrastructure and future arterial roads**
  - **Limited impact to existing neighborhoods**
- **Affordable Units – The aerial and site plan have been designed with an affordable component integrated. Steward is willing to commit to 10% affordable units per the City's ordinance and Development Agreement.**

## Hurricane City – Rezone Question #2

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

**Response:** There are almost no developments currently in the vicinity. To the north is an approved townhome development that will provide road and utility access to this site and to further to the west is the Walmart development. This plan is largely harmonious with what is approved in the area.

Source: staff report

In addition:

- The proposed development will have single family and townhomes near adjacent development. Apartments and commercial will be located near the highway.
- The proposed development is planned to be harmonious with the area by adding trails, pathways and critical street connections (M10/M11).

## Hurricane City – Rezone Question #2

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

Building height limit was a concern that was brought up by council. We created an aerial image with the purpose of showing what 3-story buildings and the commercial building would 'feel' like.



## Hurricane City – Rezone Question #3

### *3. Will the proposed amendment affect the adjacent property?*

**Response:** Yes. Although the area is largely undeveloped currently. Commercial development in this area will be beneficial to the community.

Source: staff report

In addition:

- The proposed development will help the Hurricane community by adding three different types of housing choices to the market. One of the best ways to address attainable and affordable housing is by adding significant new housing choices and units to the market.
- The proposed development will benefit the local commercial businesses by adding more customers.
- The proposed development will benefit residents by increasing the street connectivity (M10/M11), adding a pathway (M10), and adding commercial to the area.
- The proposed development is on the perimeter of existing development and poses little to no traffic impact on existing neighborhoods.

# Hurricane City – Rezone Question #3

## Stratton Brothers LLC

### *3. Will the proposed amendment affect the adjacent property?*

11/03/2022

To whom it may concern.

#### **Steward Land Company - Hurricane Project at 3100 W SR-9**

~~Interstate Rock~~<sup>Stratton Brothers</sup> has been in discussions with Steward Land Company with regards to their project at 3100 W SR-9. We own, and are in the process of developing, the property to the North and to the West of their property. We are aware of their plans and we are supportive of the plan they are currently designing. We feel that their development and our development will be synergistic and will be a positive addition to the community.

As our properties are contiguous, and both are mostly undeveloped, there will be coordination and cooperation between Stratton Brothers and Steward, in terms of site planning, access points, and infrastructure.

We have agreed to coordinate cross access as needed between our property and Steward's property at a minimum, three locations, namely, 290 North as already defined, a frontage road connection across our property to the Walmart Parcel, and at least one connection to the North connecting our projects. These accesses will be formalized when appropriate – when site plans are coordinated and road locations are finalized.

Sincerely,



Craig Stratton

## Hurricane City – Rezone Question #4

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

**Response:** Public facilities and services are either planned to be brought to the property with the Villas at Lava Knolls development or are already at the property at the wells and water tanks. See JUC comments below.

#### **Other Considerations:**

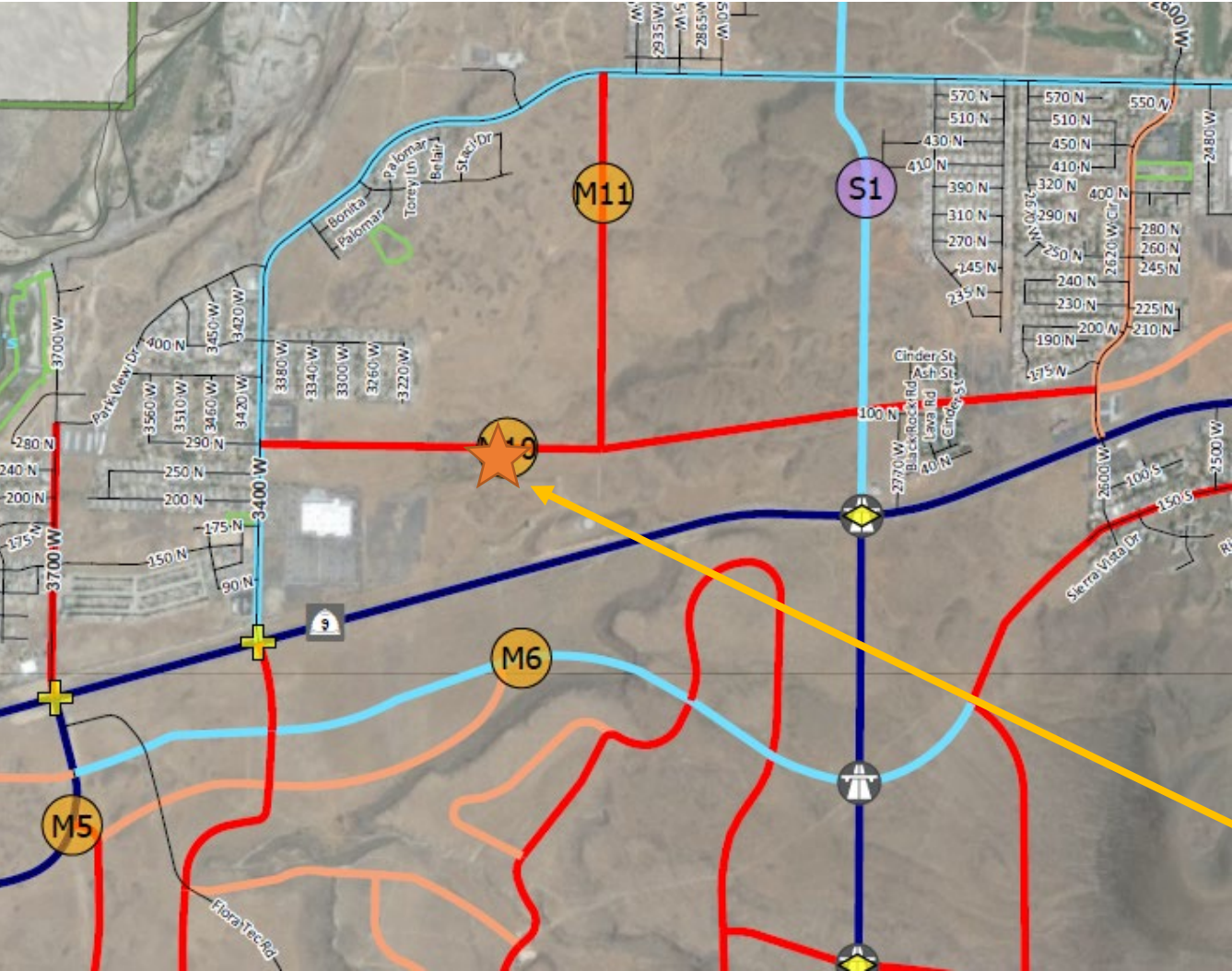
This property is currently zoned Highway Commercial in an area of town where there is existing commercial development. The City in the past has expressed hesitation about commercial property being changed to residential when the City will eventually need more commercial space. However, there are several factors that may hinder commercial development on this property: the largest is poor access and visuals from SR-9. UDOT has declared that SR-9 will be a limited access corridor and no new intersections will be made west of the SR-7 interchange and all current stoplights will be turned into interchanges eventually. All access to this property will come from 290 N and eventually through the Walmart parking lot. There is also a large hill that the water tank is on that blocks visual of most of the property from SR-9 and steep topography throughout the property (shown below). Commercial developments are largely reliant on supporting residential uses. Staff believes that this plan will generate a better product on the commercial space being provided within the plan. Source: staff report

In addition:

- The proposed development will benefit residents by increasing the street connectivity and keeping the right size of commercial highway space.

# Hurricane's Transportation Plan

...**roadways**, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.



## Future Road Network

- Major Arterial (106' ROW)
- Minor Arterial (90' ROW)
- Major Collector (70' ROW)
- Minor Collector (60' ROW)

## Future Improvement Projects

- Short-term
- Mid-term
- Long-term

## Future Interchanges

- Double Interchange
- Single Interchange
- Future Bridges
- Existing Roads

Site Requesting  
PC Rezone

# Hurricane's Recreation

...roadways, **parks and recreation facilities**, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.



## Parks Department Needs:

- The City NEEDS to:
  - Improve Existing Facilities (Partially completed)
  - Acquire More Park Land (Ongoing process)
  - Develop Additional Park Facilities (Ongoing process)
  - Develop a City Wide Trail System

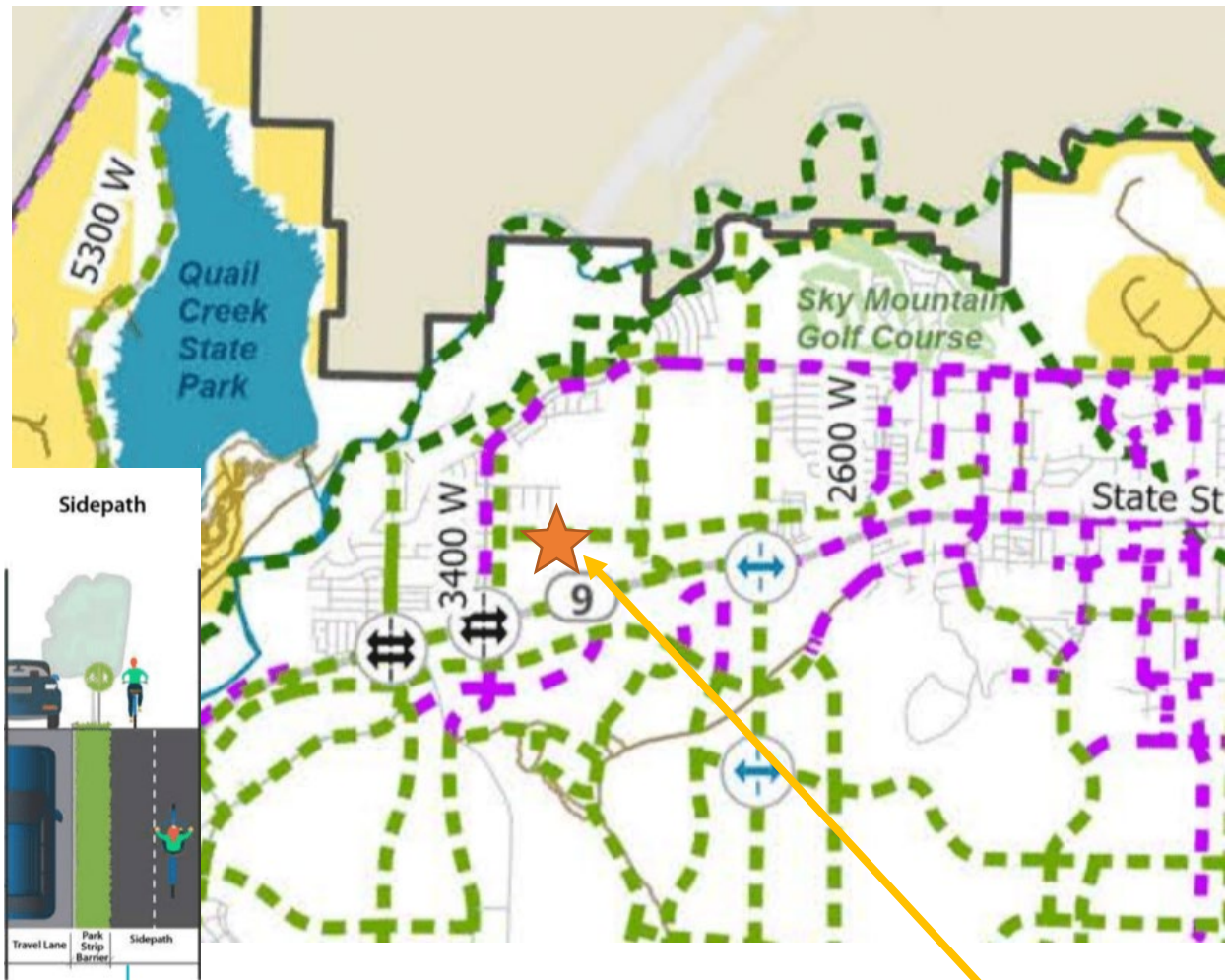
Source: Hurricane Parks and Rec.

This project will help Parks and Recreation needs by:

- Providing park and recreation impact fees (\$3,109 per fee)
- Developing trails and pathways
- Developing local HOA pocket park type amenities

# Hurricane's Active Transportation Plan

...roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.



- Bike Lane
- Buffered Bike Lane
- Sidepath
- Shared Use Path

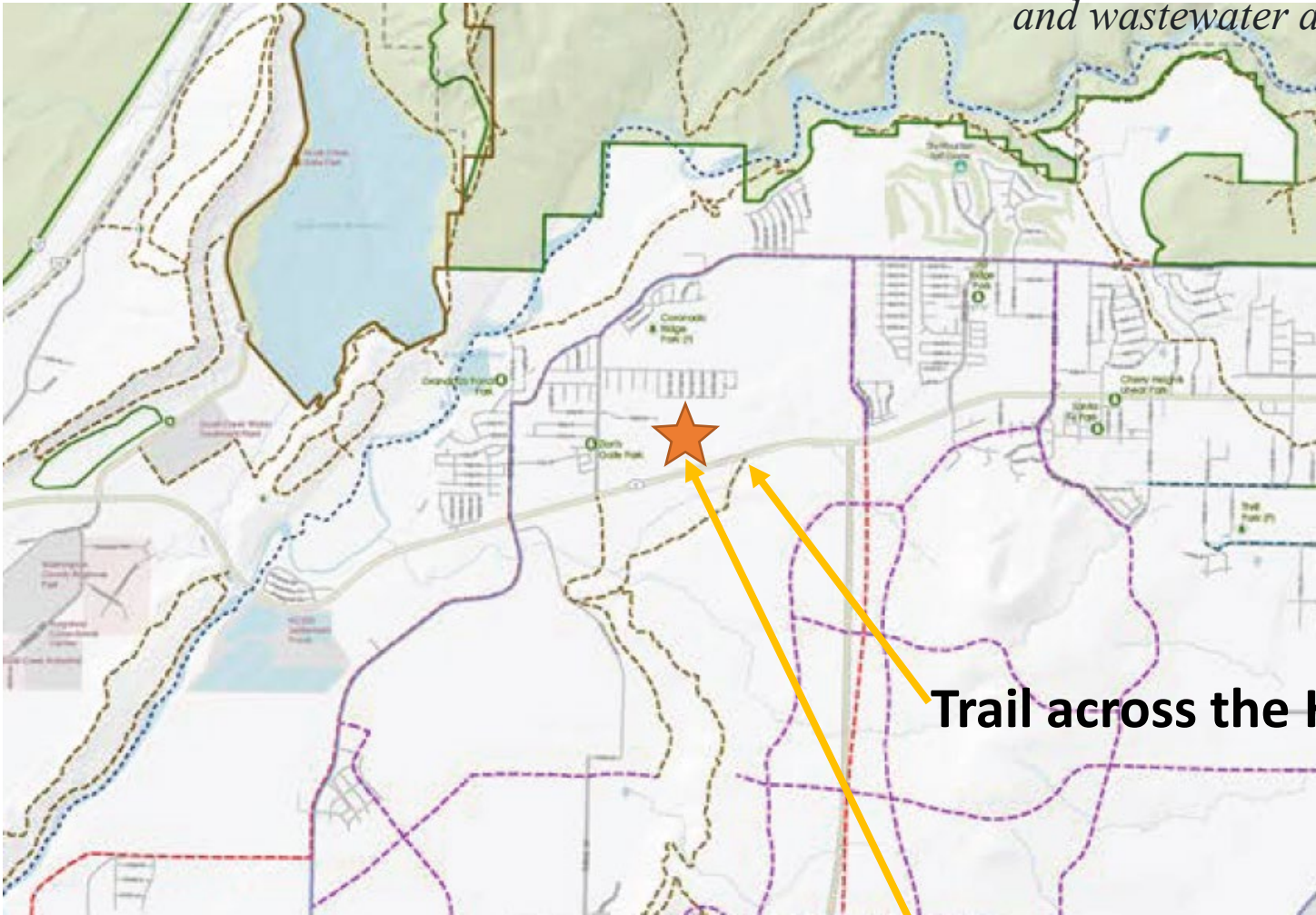
Table 2.1 Comparison of the most common AT facility types.

FACILITY TYPE	LOCATION	WITHIN ROW	UDOT SCHEMA
Signed Shared Roadway	On-Street	Yes	3C Signed Shared Roadway
Marked Shared Roadway	On-Street	Yes	3B Marked Shared Roadway
Shoulder Bikeway	On-Street	Yes	3A Shoulder Bikeway
Bike Lane	On-Street	Yes	2B Bike Lane
Buffered Bike Lane	On-Street	Yes	2A Buffered Bike Lane
Cycle Tracks	On-Street	Yes	1A, 1B, 1C Cycle Tracks
Sidepath	Off-Street	Yes	PP Parallel Bike Path
Shared Use Paths	Off-Street	No	n/a

Site Requesting  
PC Rezone

# Hurricane's Trail Plan

...roadways, **parks and recreation facilities**, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.



## Trail across the Highway

## Site Requesting PC Rezone

## Feedback from Police

*...roadways, parks and recreation facilities, **police** and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

We have discussed the proposed project with Chief Lynn Excell and he expressed his support for the project. He said that he supports it “150%.” He recognizes the need for additional staff as Hurricane grows.

He was also excited for the prospect of some ‘attainable housing’ as an option for his current and future officers to reside. He said it is difficult for them to find housing and a project like this would be a good fit.

We welcome the idea of officers living onsite as it will lead to a safer community and better overall living environment.

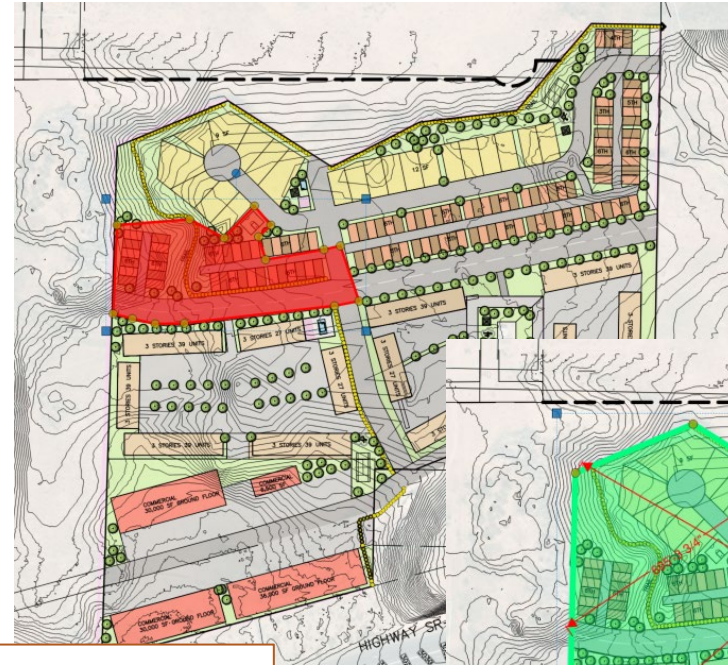


# Feedback from Fire

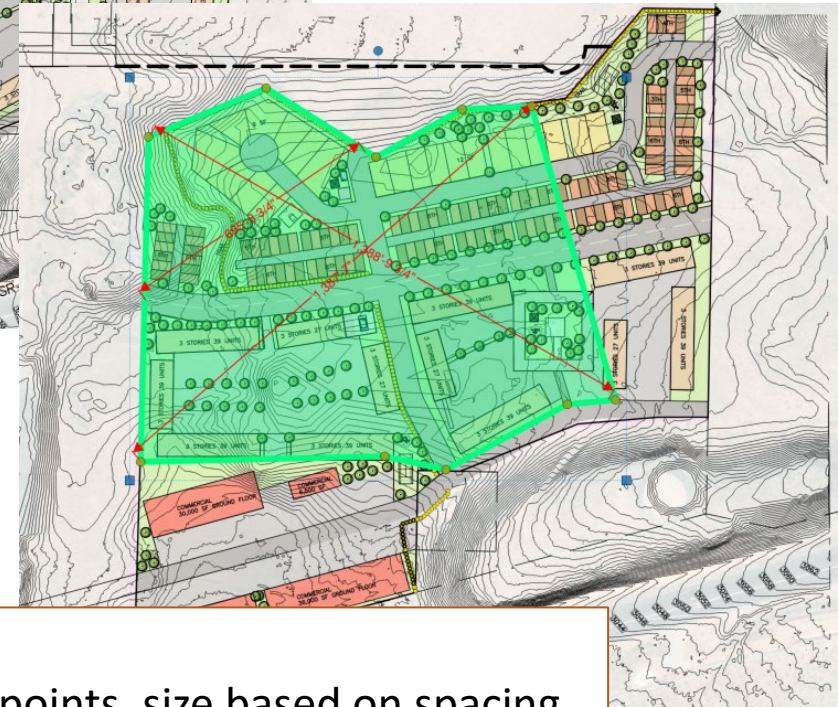


We had a good discussion with the Fire Chief John Postert. He was overall supportive of the project. We discussed how we will have to build in phases according to the fire code depending the access points.

*...roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*



Phase 1:  
1 access, 30 units



Phase 2:  
2 access points, size based on spacing

# Hurricane's Schools

*...roadways, parks and recreation facilities, police and fire protection, **schools**, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

We discussed this project with Bryan Dyer, the Physical Facilities Director for Washington School District. After reviewing the concept plan for our project, Bryan said that they “don’t have any concerns at this time.” He also discussed with us plans for the new elementary within walking distance of our project.



## Hurricane's Stormwater Drainage System

*...roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

Stormwater water will be detained on site and then will integrated with the city system. This has been discussed with the city engineers.

# Hurricane's Water Supplies

*...roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

Water to provided by the City of Hurricane.

- Property is located within the City's service area.
- Property will be served from the upper pressure zone.
- Connection on the north side from the residential development along 340 North. Several proposed 8" stubs
- Connection to the west side from the Wal-Mart Development. (1) 8" stub existing.
- Transmission from the upper pressure zone is located on the south side of the project for connection and to loop the current system.
- A water model will be created to ensure appropriate design of water system.



# Hurricane's Wastewater

*...roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

Provided by Ask Creek Special District.

- Property is located within their service district.
- Property will be served from multiple locations.
  - Connection on the north side from the residential development along 340 North. Several proposed 8" stubs
  - Connection to the west side from the Wal-Mart Development. (2) 10" stubs existing.



## Hurricane's Refuse Collection

*...roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

We contacted Republic Services; they confirmed that we are in their service area and there won't be a problem with capacity.



# Hurricane City Power

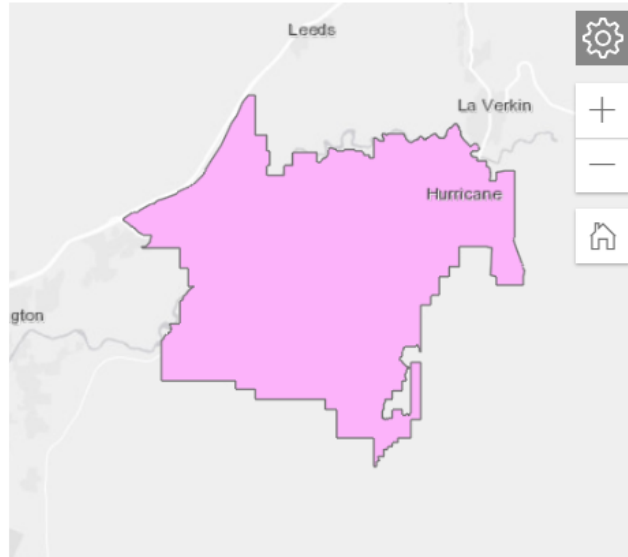
*...roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*



We spoke with Scott Hughes, with Hurricane City Power. He said that there is power available for our project. The current circuit near our property is getting kind of full, but we have other feasible options like moving us onto another circuit or shifting loads.

With all the rezones and PIDs in the last few years, it is reasonable for the City to be cautious and careful, but as far as power is concerned, there is enough available. But it's more of a 'process' than a 'problem'; it's a function of having the infrastructure in place or putting it in place (which would be the responsibility of the developer).

# This project will help meet Hurricane's wide demographics



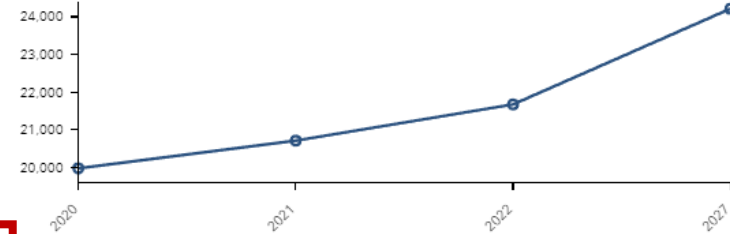
## POPULATION TRENDS AND KEY INDICATORS

Hurricane								
21,670	7,654	2.76	37.1	\$66,647	\$330,381	70	97	41
Population	Households	Avg Size Household	Median Age	Median Household Income	Median Home Value	Wealth Index	Housing Affordability	Diversity Index

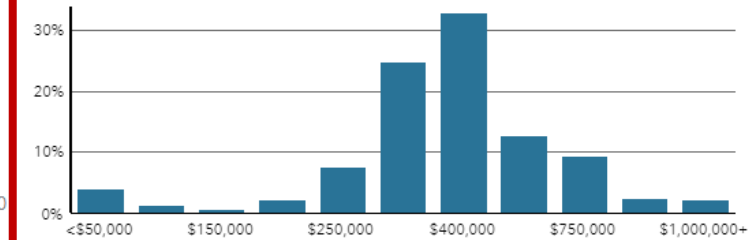
### MORTGAGE INDICATORS



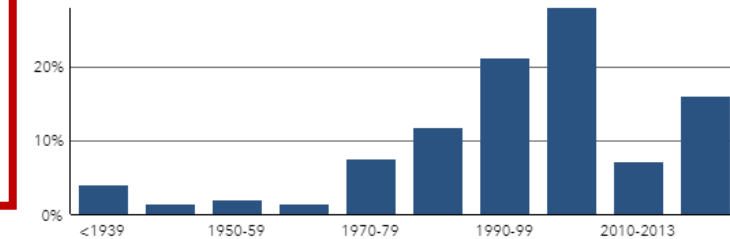
### Historical Trends: Population



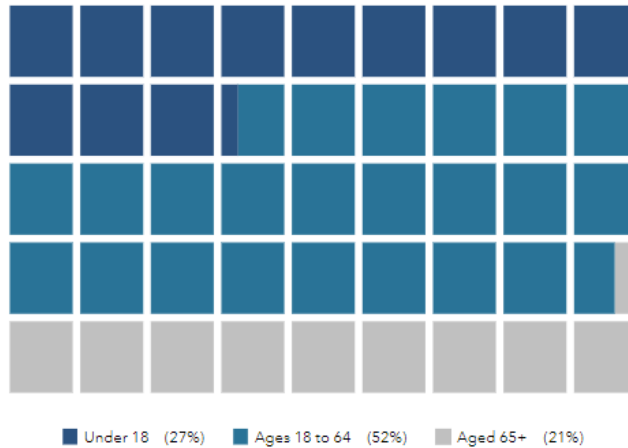
### Home Value



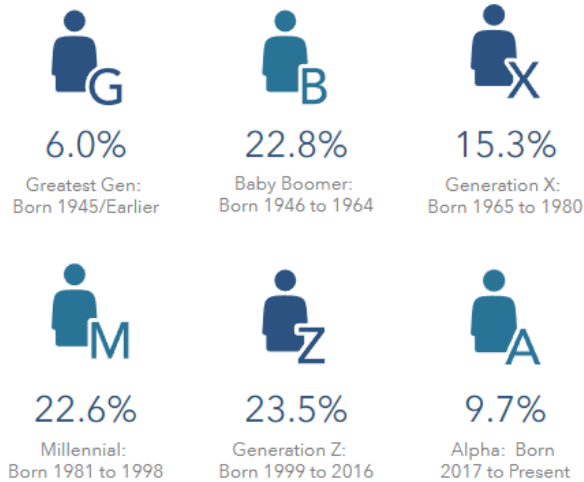
### Housing: Year Built



### POPULATION BY AGE



### POPULATION BY GENERATION



This infographic contains data provided by Esri, Esri-U.S. BLS, ACS  
The vintage of the data is 2022, 2027, 2016-2020 © 2022 Esri

# Staff Comments – Planning Commission Recommendation



## STAFF COMMENTS

<b>Agenda Date:</b>	10/03/2022
<b>Application Number:</b>	2022-ZC-23 2022-PSP-41
<b>Type of Application:</b>	Zone Change and Preliminary Site Plan Application
<b>Action Type:</b>	Legislative
<b>Applicant:</b>	Steward Land Holdings
<b>Agent:</b>	Brad Brown
<b>Request:</b>	A Zone Change from Highway Commercial to Planned Commercial
<b>Location:</b>	3000 W State St
<b>Zoning:</b>	HC
<b>General Plan Map:</b>	<a href="#">Mixed Use, General Commercial and Single Family</a>

### Planning Commission Recommendation

The Planning Commission gave a positive recommendation on the proposed zone change.

**Discussion:** The applicant is seeking a zone change and preliminary site plan approval from Highway Commercial to Planned Commercial. The applicant is proposing a commercial center, high density residential, and medium density residential. This property is located on the north side of SR-9 to the east of Walmart. Hurricane City Water has two wells and a water tank in the vicinity of this property.

Source: staff report

# Staff Comments – Planning Commission Recommendation

## Findings:

Staff makes the following findings:

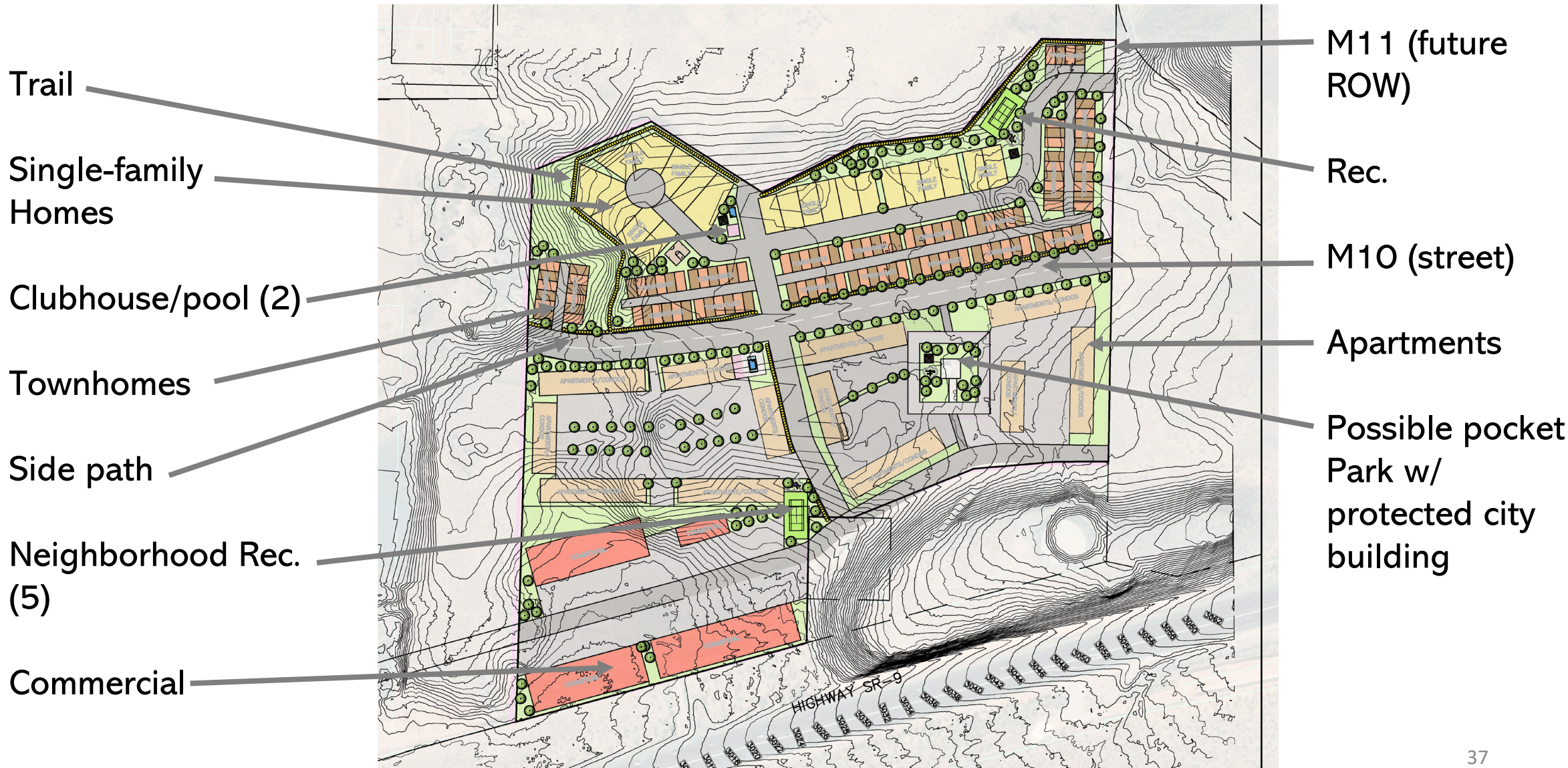
1. The proposed zone change broadly meets the standards of the General Plan Map and goals
2. The proposed zone change is generally harmonious with the approved surrounding development
3. The proposed amendment will have an impact on the area, but there is no development currently in the area.
4. Services are adequate or planned to become adequate for the area.
5. A preliminary site plan has been provided that shows how this property could be developed

**Recommendation:** Staff recommends the City Council review this application based on standards with Hurricane City Code. Staff is generally supportive of this plan and would recommend approval subject to the four considerations and staff and JUC comments.

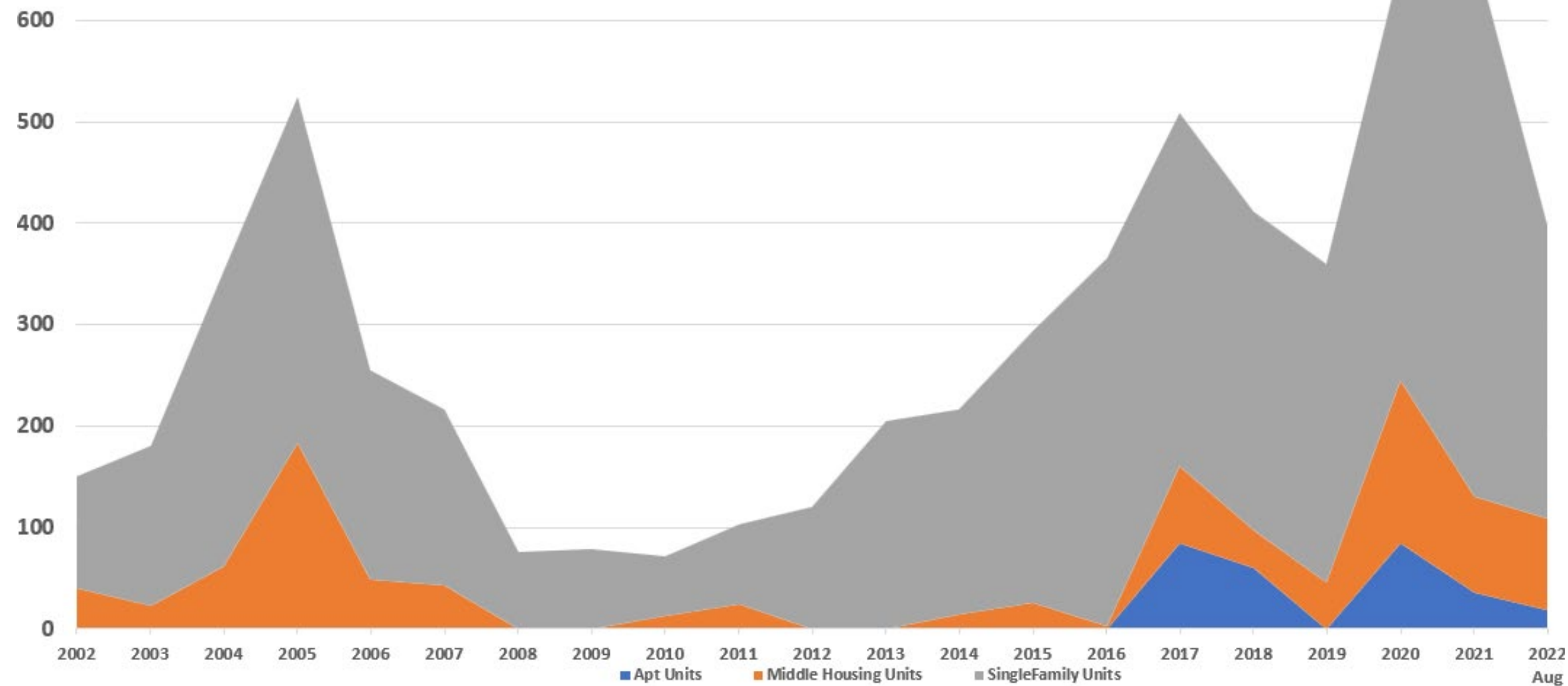
Source: staff report

# Schematic Plan

HURRICANE CONCEPT 10.31.2022

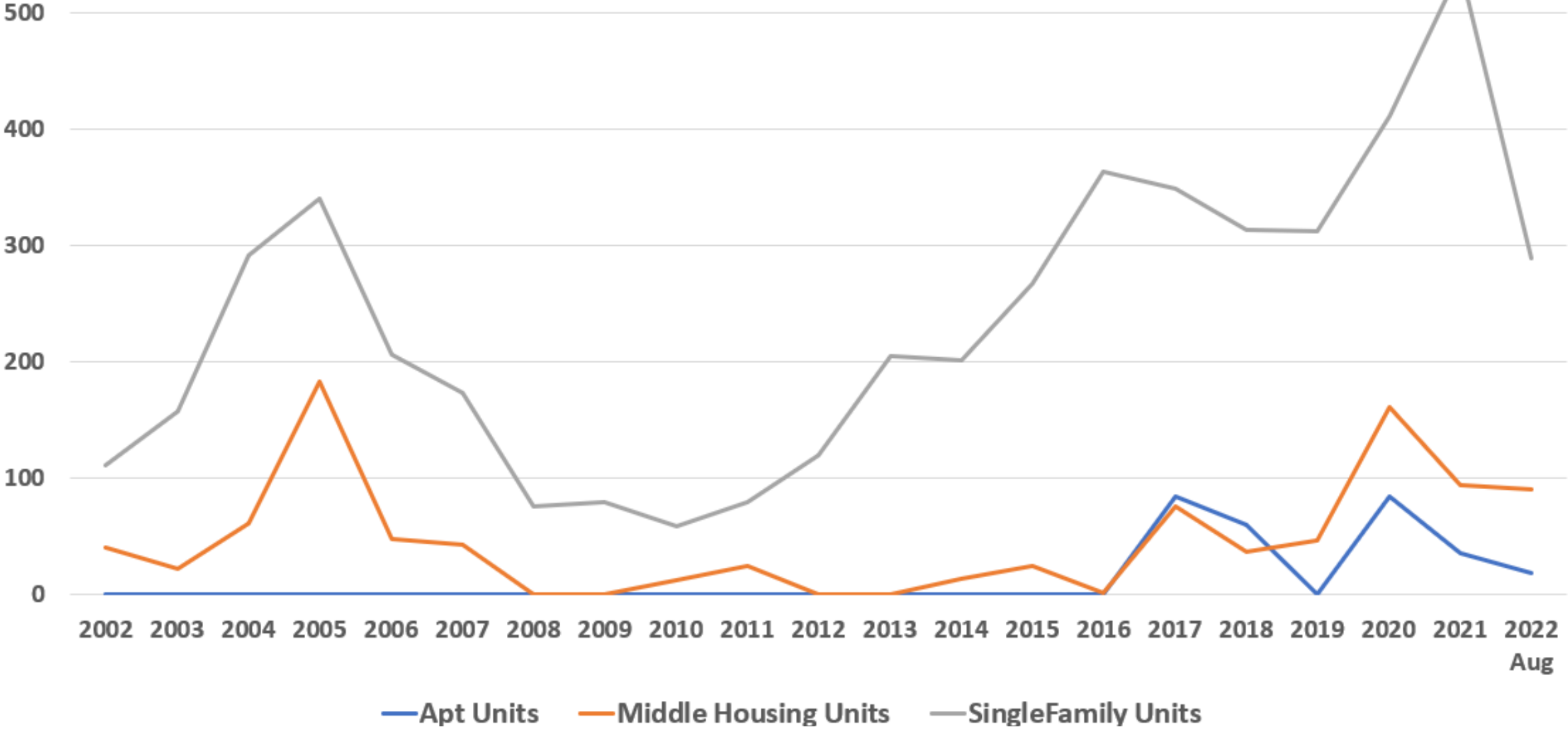


# Hurricane Housing Units



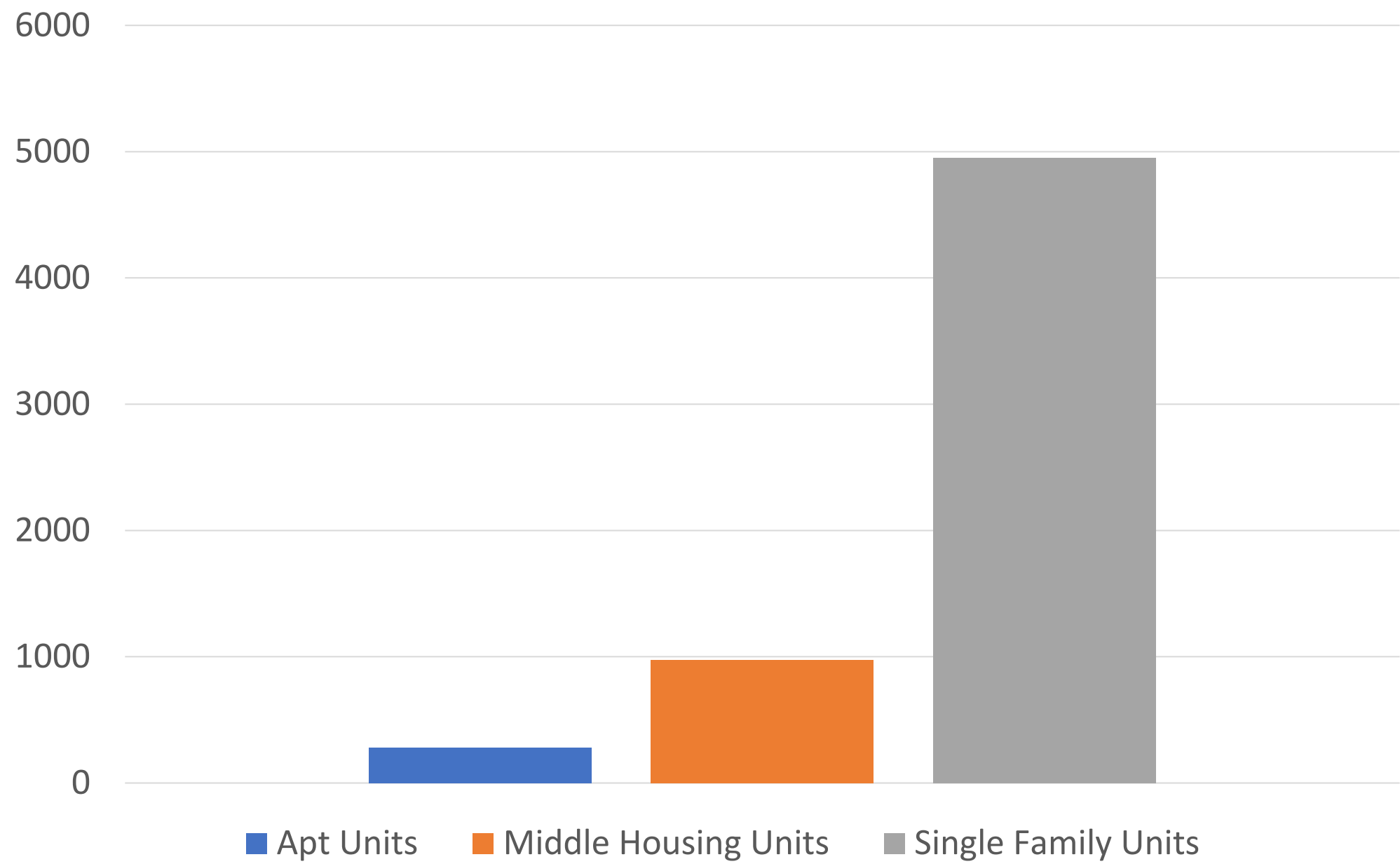
Source: Ivory-Boyer Construction Database

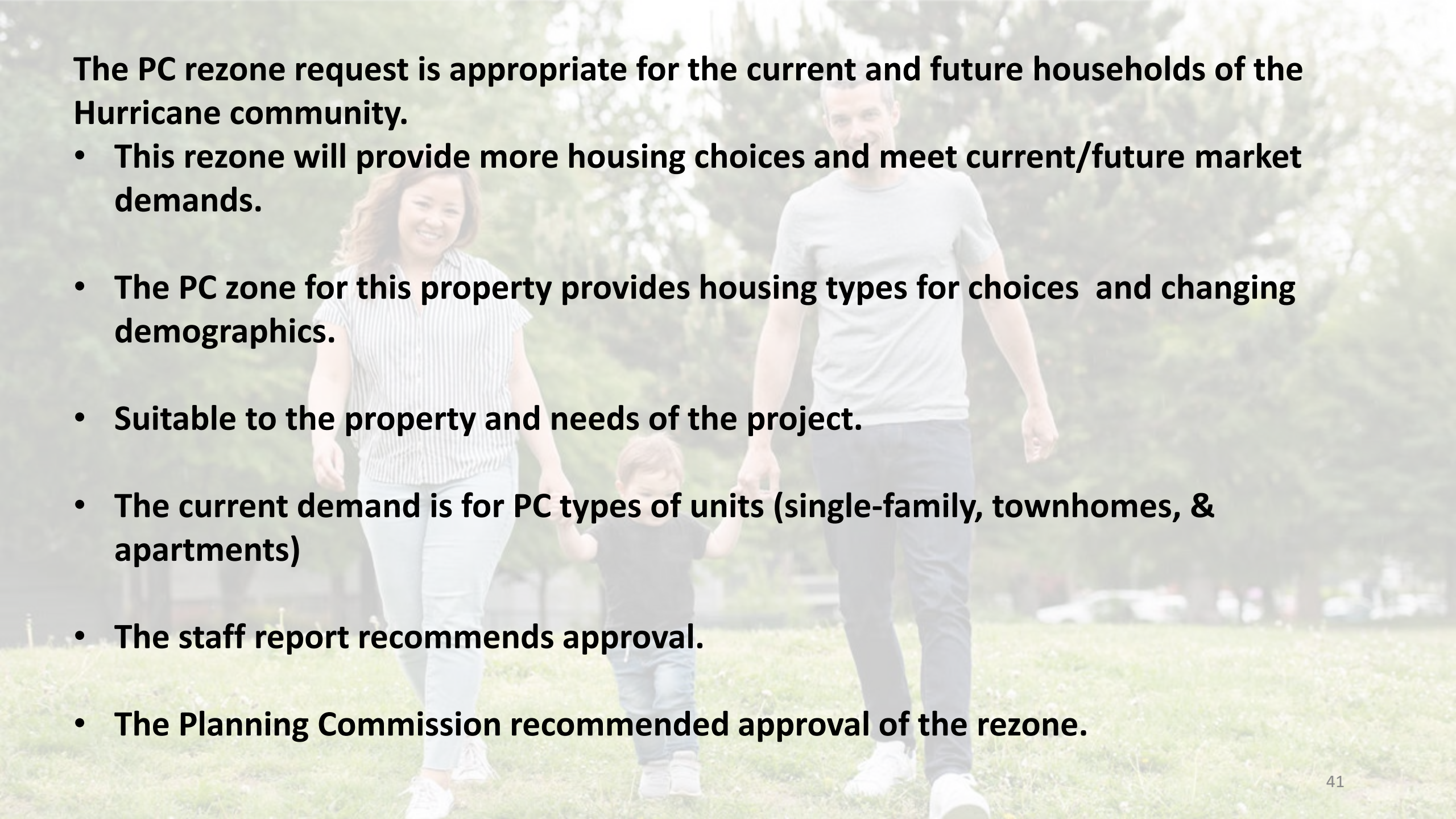
# Hurricane Housing Units



Source: Ivory-Boyer Construction Database

# Hurricane Housing Units Since 2002



A background image of a family of three—a woman, a man, and a young child—walking together on a grassy path in a park. The woman is on the left, wearing a striped shirt and jeans. The man is on the right, wearing a white t-shirt and dark pants. The child is in the center, holding hands with both parents. They are all smiling and looking towards the camera. The background is filled with lush green trees and foliage.

**The PC rezone request is appropriate for the current and future households of the Hurricane community.**

- **This rezone will provide more housing choices and meet current/future market demands.**
- **The PC zone for this property provides housing types for choices and changing demographics.**
- **Suitable to the property and needs of the project.**
- **The current demand is for PC types of units (single-family, townhomes, & apartments)**
- **The staff report recommends approval.**
- **The Planning Commission recommended approval of the rezone.**

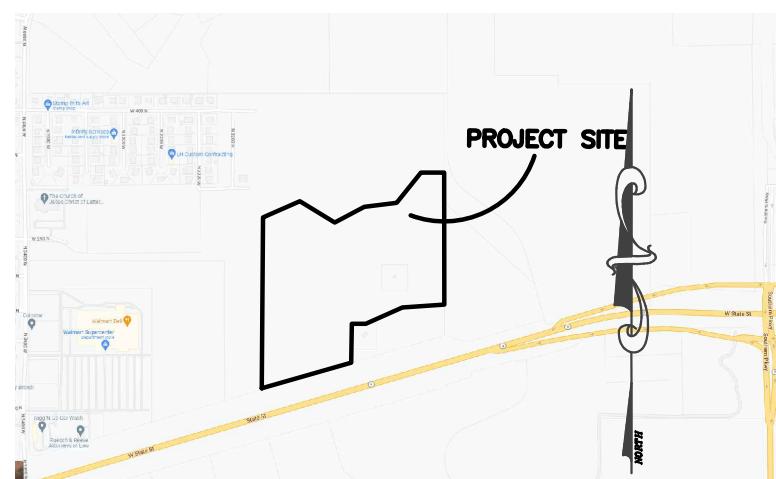


## SkyRim

PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE &amp; MERIDIAN, U.S. SURVEY

HURRICANE CITY, WASHINGTON COUNTY, UTAH

FEBRUARY, 2023

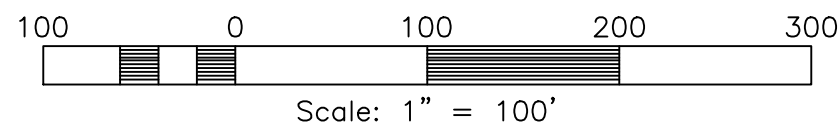
VICINITY MAP  
NOT TO SCALE

## LEGEND

- = SECTION CORNER
- = RIGHT-OF-WAY MONUMENT
- = SET 5/8" REBAR AND CAP STAMPED "REEVE AND ASSOCIATES"
- = FOUND AS SHOWN
- = BOUNDARY LINE
- = ADJOINING PROPERTY
- = TIE LINE
- = LESS AND EXCEPTING RECORD TIE LINE
- = ROAD CENTERLINE
- = EASEMENT
- = EXISTING FENCE
- = WATER LINE
- = POWER LINE
- = BURIED POWER LINE

= EXISTING BUILDING

- = >30% SLOPE
- = WATER VALVE
- = FIRE HYDRANT
- = POWER TRANSFORMER BOX
- = GUY WIRE
- = POWER POLE



## SURVEYOR'S NARRATIVE

THIS SURVEY WAS REQUESTED BY STEWARD LAND HOLDINGS FOR TITLE PURPOSES.

BRASS CAP MONUMENT WAS FOUND FOR THE SOUTH QUARTER CORNER; A PIN WITH "X" WAS FOUND FOR THE SOUTHWEST CORNER; A REBAR AND CAP WAS FOUND AT THE CENTER; AND AN ALUMINUM CAP WAS FOUND FOR THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

A LINE BEARING NORTH 88°52'58" WEST BETWEEN SAID SOUTH QUARTER CORNER AND SOUTHWEST CORNER OF SECTION 31 WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

A PLAT FOR HURRICANE WAL-MART SUBDIVISION PREPARED BY CLC ASSOCIATES, DATED JUNE 21, 2007, AND RECORDED JULY 3, 2007; A SURVEY PREPARED BY ALPHA ENGINEERING CO. FOR HURRICANE CITY (STRATTON WELLS), DATED FEBRUARY 16, 2000; AND ALTA/ACSM LAND TITLE SURVEY PREPARED BY ALPHA ENGINEERING COMPANY, DATED NOVEMBER 30, 2009, AND FILED DECEMBER 31, 2008 WERE USED AS REFERENCE FOR THIS SURVEY.

BOUNDARIES OF THE PARCELS WERE ESTABLISHED BY INFORMATION OF RECORD AND FOUND EVIDENCE OF OCCUPATION ON THE GROUND. SEVERAL REBARS WITH CAPS SET BY ALPHA ENGINEERING WERE RECOVERED DURING THE FIELD OBSERVATION PORTION OF THIS SURVEY AND WERE HONORED.

PROPERTY CORNERS NOT FOUND ARE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES". ALL FRONT LOT CORNERS WERE SET WITH A LEAD PLUG IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.

## EXCEPTIONS TO COVERAGE

ISSUED BY REAL ADVANTAGE TITLE INSURANCE COMPANY: COMMITMENT NO. 22-13655-RM, SCHEDULE B, PART II, DATED JULY 25, 2022:

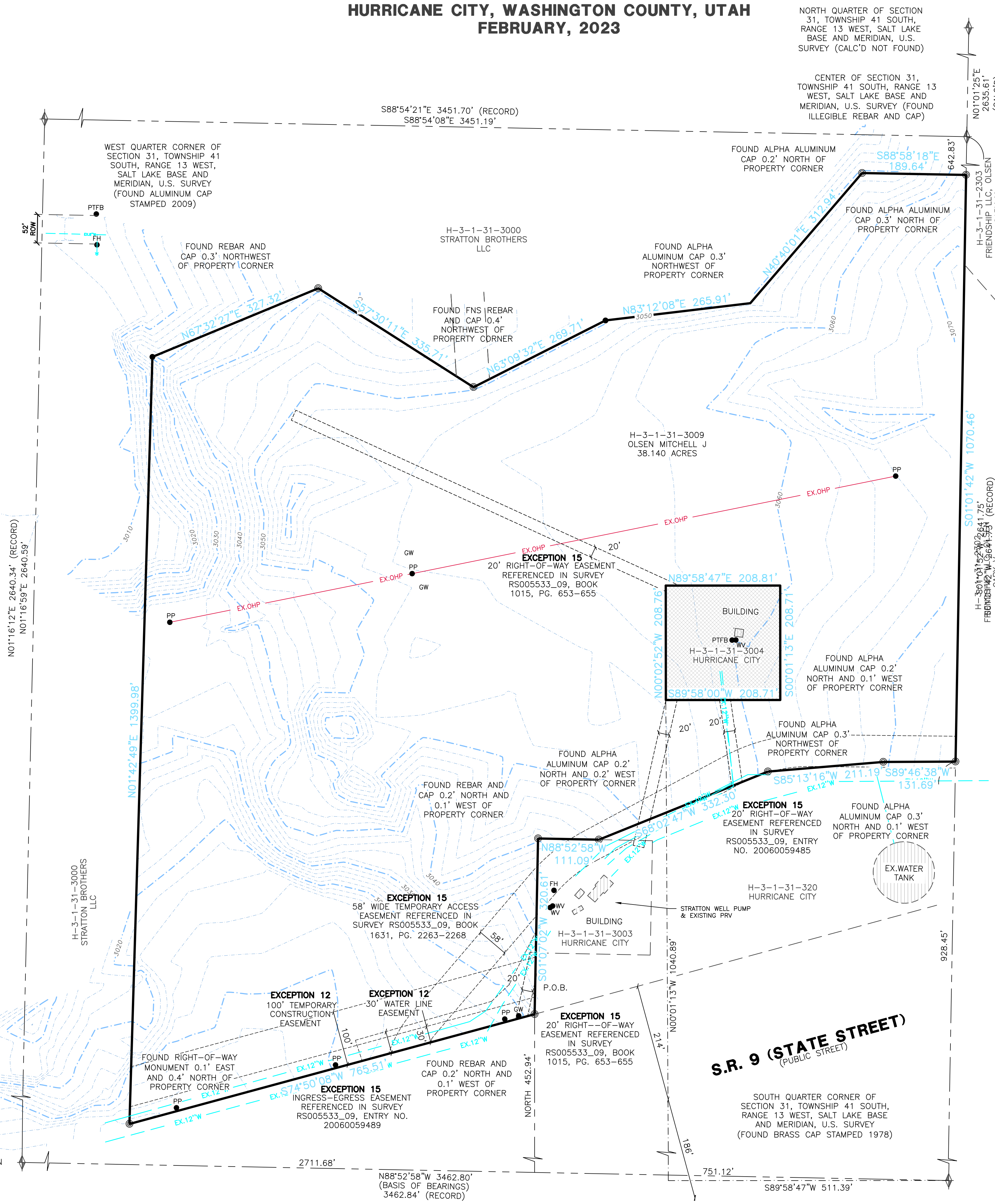
EXCEPTIONS #1-11 AND #13, 14, AND 16-19 ARE NOT SURVEY ITEMS AND CANNOT BE PLOTTED GRAPHICALLY.

11. SUBJECT TO ALL EXISTING ROADS, STREETS, ALLEYS, DITCHES, RESERVOIRS, UTILITIES, CANALS, PIPE LINES, POWER, TELEPHONE, SEWER, GAS OR WATER LINES, AND RIGHT OF WAY AND EASEMENTS THEREOF. (SURVEYOR'S NOTE: ALL VISIBLE UTILITIES SHOWN ON SURVEY)

12. GRANT OF EASEMENT AND/OR RIGHT-OF-WAY AND THE TERMS, CONDITIONS AND LIMITATIONS CONTAINED THEREIN: IN FAVOR OF: HURRICANE CITY, A UTAH MUNICIPAL CORPORATION RECORDED: 7/10/2019 ENTRY NO.: 20190027165 (SURVEYOR'S NOTE: 30' WATER LINE EASEMENT AND 100' TEMPORARY CONSTRUCTION EASEMENT SHOWN ON SURVEY)

15. SUBJECT TO THE FOLLOWING MATTERS REFERENCED ON THAT CERTAIN SURVEY PREPARED AS JOB NO. 5533-09, BY SCOTT P. WOOLSEY, LICENSE NO. 174919 (SURVEYOR'S NOTE: A 58' TEMPORARY ACCESS EASEMENT, AN INGRESS-EGRESS EASEMENT, AND FOUR (4) 20' RIGHT-OF-WAY EASEMENTS SHOWN ON SURVEY)

SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY (FOUND PIN WITH X)



NORTH QUARTER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY (CALC'D NOT FOUND)

CENTER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY (FOUND ILLEGIBLE REBAR AND CAP)

FOUND ALPHA ALUMINUM CAP 0.2" NORTH OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTH OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTHWEST OF PROPERTY CORNER

FOUND FNS (REBAR AND CAP 0.4" NORTHWEST OF PROPERTY CORNER

H-3-1-31-3000 STRATTON BROTHERS LLC

H-3-1-31-3009 OLSEN MITCHELL J 38.140 ACRES

BUILDING  
H-3-1-31-3004 HURRICANE CITY

FOUND ALPHA ALUMINUM CAP 0.2" NORTH AND 0.1' WEST OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTHWEST OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTH AND 0.1' WEST OF PROPERTY CORNER

EX. WATER TANK

S.R. 9 (STATE STREET)  
(PUBLIC STREET)

SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY (FOUND BRASS CAP STAMPED 1978)

## DESCRIPTION FROM TITLE REPORT

ISSUED BY REAL ADVANTAGE TITLE INSURANCE COMPANY: COMMITMENT NO. 22-13655-RM, DATED JULY 25, 2022:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF WASHINGTON, STATE OF UTAH, AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 88°52'58" WEST ALONG THE SECTION LINE A DISTANCE OF 751.16 FEET; THENCE NORTH, A DISTANCE OF 452.94 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF HIGHWAY SR-9; THENCE SOUTH 74°50'08" WEST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 765.51 FEET; THENCE NORTH 01°42'49" EAST, A DISTANCE OF 1399.98 FEET; THENCE NORTH 67°32'27" EAST A DISTANCE OF 327.32 FEET; THENCE SOUTH 57°30'11" EAST, A DISTANCE OF 335.71, FEET; THENCE NORTH 63°09'32" EAST, A DISTANCE OF 269.71 FEET; THENCE NORTH 83°12'08" EAST, A DISTANCE OF 265.91 FEET; THENCE NORTH 40°40'01" EAST, A DISTANCE OF 312.94 FEET; THENCE SOUTH 88°58'18" EAST, A DISTANCE OF 189.64 FEET, TO A POINT ON THE CENTER SECTION LINE OF SAID SECTION 31; THENCE SOUTH 01°01'42" WEST, ALONG SAID LINE A DISTANCE OF 1070.46 FEET; THENCE SOUTH 89°46'38" WEST, A DISTANCE OF 131.69 FEET; THENCE SOUTH 85°13'16" WEST, A DISTANCE OF 211.19 FEET; THENCE SOUTH 68°02'47" WEST, A DISTANCE OF 332.30 FEET; THENCE NORTH 88°52'58" WEST A DISTANCE OF 111.09 FEET; THENCE SOUTH 01°07'02" WEST A DISTANCE OF 320.61 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°58'47" WEST A DISTANCE OF 511.39 FEET; THENCE NORTH 00°01'13" WEST A DISTANCE OF 1040.89 FEET TO THE SOUTHWEST CORNER OF AN EXISTING 1 ACRE WELL SITE PARCEL, AND THE POINT OF BEGINNING; THENCE NORTH 00°01'13" WEST A DISTANCE OF 208.71 FEET; THENCE NORTH 89°58'47" EAST A DISTANCE OF 208.81 FEET; THENCE SOUTH 00°01'13" EAST A DISTANCE OF 208.71 FEET; THENCE SOUTH 89°58'47" WEST A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING.

## FLOOD ZONE CLASSIFICATION

THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE X (UNSHADED) PER FEMA FLOOD INSURANCE RATE MAP FOR WASHINGTON COUNTY, UTAH, AND INCORPORATED AREAS. MAP NO. 45053C0840G, EFFECTIVE DATE 04-02-2009. ZONE X (UNSHADED) IS DEFINED AS "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD."

## BENCHMARK

TOP OF BRASS CAP FOR THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY  
VERTICAL DATUM 2974.23' (SURVEYED ELEVATION, STATIC GPS)

## NOTES

NO ADDRESS OF SUBJECT PROPERTY PROVIDED TO THE SURVEYOR BY THE CLIENT. (SEE TABLE A, ITEM 2)

NO ZONING REPORT OR LETTER WAS PROVIDED TO THE SURVEYOR BY THE CLIENT. (SEE TABLE A, ITEM 6)

NO STRUCTURES ARE FOUND WITHIN THE BOUNDARIES OF SUBJECT PROPERTY. (SEE TABLE A, ITEM 7)

NO PARKING LOTS, SIGNS, BILLBOARDS, SWIMMING POOLS, LANDSCAPE AREAS, OR SUBSTANTIAL AREAS OF REFUSE ARE FOUND WITHIN THE BOUNDARIES OF SUBJECT PROPERTY. (SEE TABLE A, ITEM 8)

THERE WERE 0 MARKED PARKING STALLS OBSERVED AND 0 MARKED ADA PARKING STALLS ON SITE AT TIME OF SURVEY. (SEE TABLE A, ITEM 9)

UTILITIES SHOWN ON THIS SURVEY ARE BASED ON PLANS AND/OR REPORTS PROVIDED BY THE CLIENT OR FROM THE VARIOUS UTILITY AGENCIES, OR MARKINGS COORDINATED BY THE SURVEYOR PURSUANT TO A PRIVATE UTILITY LOCATE REQUEST. THIS INFORMATION IS NOT TO BE RELIED ON AS ACCURATE OR EXACT. THE LOCAL UTILITY LOCATION COMPANY SHOULD BE CONTACTED PRIOR TO ANY CONSTRUCTION OR EXCAVATION. INFORMATION FROM THE SOURCES INDICATED ABOVE WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.IV. OF THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY. (SEE TABLE A, ITEM 11)

NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. (SEE TABLE A, ITEM 16)

THERE IS NO EVIDENCE OF ANY CHANGE OF RIGHT-OF-WAY OR EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THIS SURVEY. (SEE TABLE A, ITEM 17)

## Developer Contact:

Sky Hazlehurst  
Steward Development  
1708 East 5550 South  
South Ogden, UT. 74405  
PH: (801) 837-2020

## Project Contact:

Nate Reeve  
Reeve & Associates, Inc.  
5160 South 1500 West  
Riverdale, Utah, 84405  
PH: (801) 621-3100



REVISIONS	DESCRIPTION
DATE	

**SkyRim**  
PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY  
HURRICANE CITY, WASHINGTON COUNTY, UTAH

**Preliminary Plat**  
**Existing Conditions**

## Project Info.

PLANNER: C.CAVE  
Designer: J.MEYERS  
Begin Date: 2-6-2023  
Name: SKYRIM  
PRELIMINARY PLAT  
Scale: 1"=100'  
Checked: \_\_\_\_\_  
Number: 7152-26

Sheet  
**1**  
Sheets  
**3**



**ASH CREEK SPECIAL SERVICE DISTRICT APPROVAL**

THE HEREON SUBDIVISION HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH INFORMATION IN THIS OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

ASH CREEK SPECIAL SERVICE DISTRICT

**APPROVAL OF PLANNING COMMISSION**

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, THE PLANNING COMMISSION CHAIRMAN OF HURRICANE, REVIEWED THE ABOVE SUBDIVISION AND RECOMMENDED SAME FOR ACCEPTANCE BY THE CITY.

HURRICANE CITY PLANNING COMMISSION CHAIRPERSON

**APPROVAL AND ACCEPTANCE BY HURRICANE CITY**

WE THE CITY OF HURRICANE, HAVE REVIEWED THE ABOVE PLAT AND HEREBY ACCEPT SAID PLAT WITH ALL COMMITMENTS AND ALL OBLIGATIONS PERTAINING THERETO, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

ATTEST: CITY RECORDER HURRICANE, UTAH  
JOHN W. BRAMALL, MAYOR HURRICANE, UTAH

**WASHINGTON COUNTY RECORDER**

**TREASURER APPROVAL**

I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.

WASHINGTON COUNTY TREASURER

**ENGINEER'S APPROVAL**

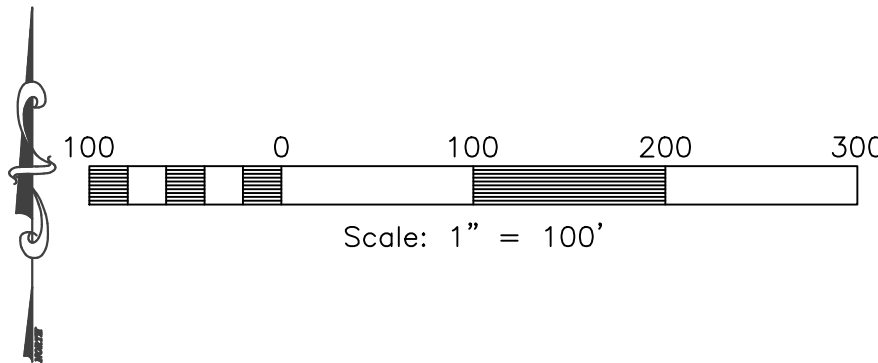
THE ABOVE SUBDIVISION HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

HURRICANE CITY ENGINEER

**APPROVAL AS TO FORM**

APPROVED AS TO FORM THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

HURRICANE CITY ATTORNEY



**Developer Contact:**

Sky Hazlehurst  
Steward Development  
1708 East 5550 South  
South Ogden, UT. 74405  
PH: (801) 837-2020

**Project Contact:**

Nate Reeve  
Reeve & Associates, Inc.  
5160 South 1500 West  
Riverdale, Utah, 84405  
PH:(801) 621-3100



REVISIONS	DESCRIPTION
DATE	

**SkyRim**  
PART OF THE SOUTHWEST QUARTER OF SECTION 31,  
TOWNSHIP 41 NORTH, RANGE 12 EAST, 10TH MERIDIAN, U.S. SURVEY  
HURRICANE CITY, WASHINGTON COUNTY, UTAH

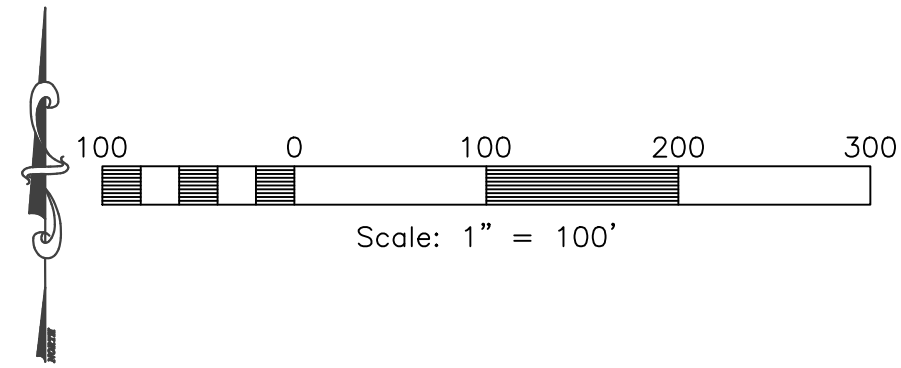
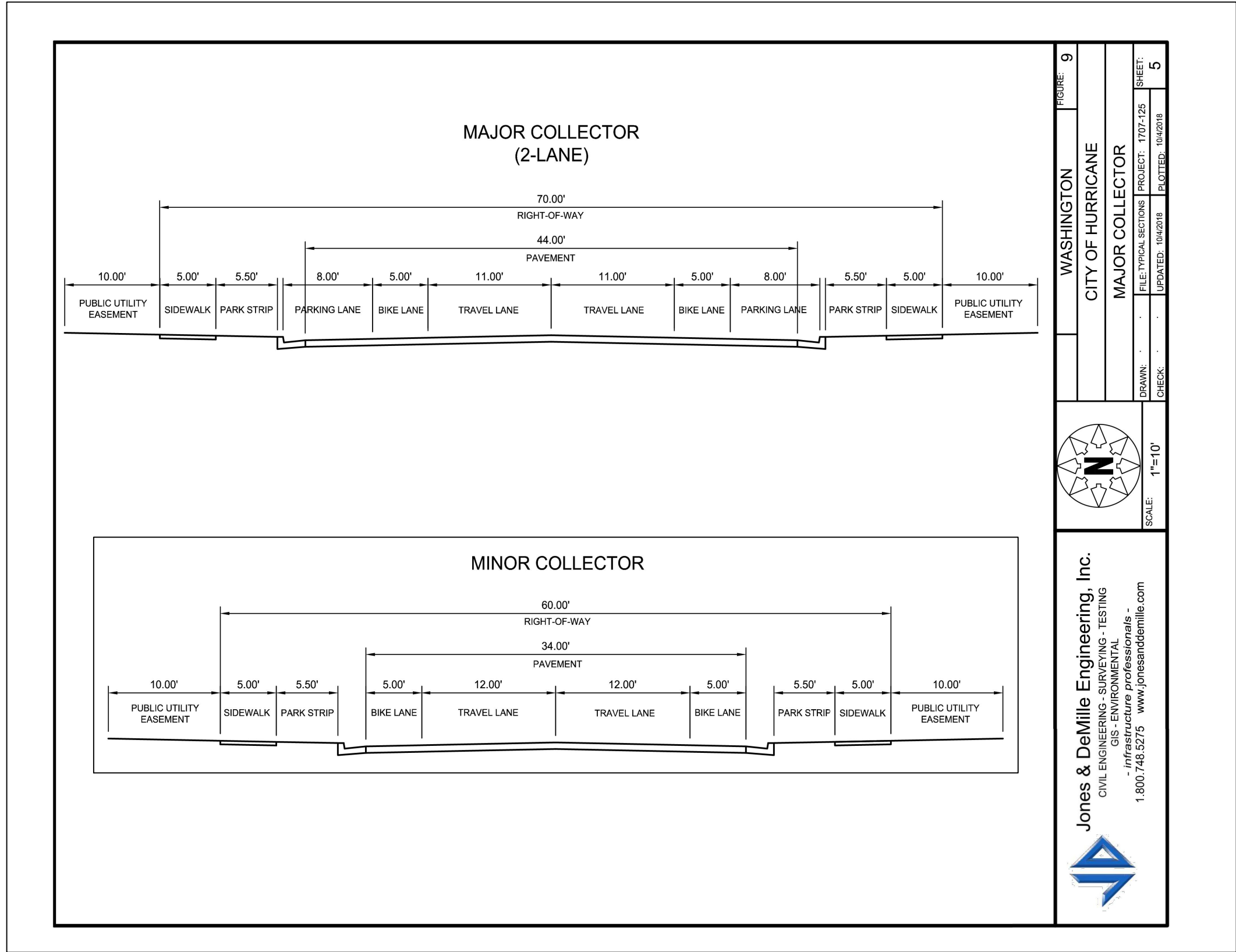
**Preliminary Plat  
Subdivision**

**Project Info.**

PLANNER:  
C.CAVE  
Designer:  
J.MEYERS  
Begin Date:  
2-6-2023  
Name:  
SKYRIM  
PRELIMINARY PLAT  
Scale:  
1"=100'  
Checked:  
Number:  
7152-26

Sheet	3
2	Sheets

SITE DATA	
OVERALL PARCEL AREA:	1,661,360 S.F. (38.15 ACRES)
ROW AREA	214,588
<u>TOTAL RESIDENTIAL</u>	519 DWELLINGS
<u>SINGLE FAMILY LOTS</u>	15 LOTS
<u>TOWN HOMES</u>	129 DWELLINGS
	2 CAR GARAGE PER UNIT
	2 CAR DRIVEWAY PER UNIT
	33 VISITOR STALLS
<u>APARTMENT EAST</u>	
UNITS	144 UNITS
PARKING	290 STALLS (1 COVERED/UNIT)
	(24 GARAGE)
	(4 EV CHARGING)
	1.8 PER UNIT
	33 PARKING STALLS FOR PARK
	61 – 10x10 STORAGE
<u>APARTMENT WEST</u>	
UNITS	228 UNITS
PARKING	409 STALLS (1 COVERED/UNIT)
	(35 GARAGE)
	(4 EV CHARGING)
	1.8 PER UNIT
	38 – 10x10 STORAGE
<u>COMMERCIAL BUILDINGS</u>	
	4 – 10,000 S.F.
	1 – 6,419
	1 – 20,000 S.F.
309 PARKING STALLS	



**Developer Contact:**  
Sky Hazlehurst  
Steward Development  
1708 East 5550 South  
South Ogden, UT. 74405  
PH: (801) 837-2020

**Project Contact:**  
Nate Reeve  
Reeve & Associates, Inc.  
5160 South 1500 West  
Riverdale, Utah, 84405  
PH:(801) 621-3100

**IRA**

**Reeve & Associates, Inc.**

5150 SOUTH 1500 WEST, MIDVALE, UTAH 84045  
TEL: (801) 821-3100 FAX: (801) 821-2658 [www.ira.co](http://www.ira.co)  
AND FARMERS • CATTLE RANCHERS • LAND SURVEYORS  
AND ENGINEERS • EROSION CONTROL SPECIALISTS • EROSION  
CONTROL CONTRACTORS • EROSION CONTROL MATERIALS  
DISTRIBUTORS • EROSION CONTROL CONSULTANTS

[illegible]

**SkyRim**  
PART OF THE SOUTHWEST QUARTER OF SECTION 31,  
TOWNSHIP 41 NORTH, RANGE 73 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY  
HURRICANE CITY, WASHINGTON COUNTY, UTAH

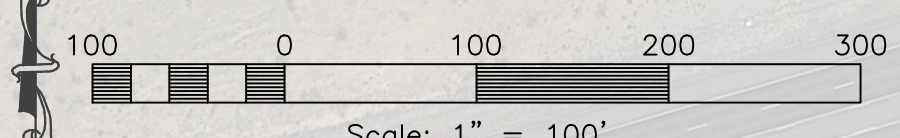
# SkyRim

PART OF THE SOUTHWEST QUARTER OF SECTION 31,  
TOWNSHIP 41 NORTH, RANGE 13 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY  
HURRICANE CITY, WASHINGTON COUNTY, UTAH

## Preliminary Plat Proposed Plan

<b>Project Info.</b>	
PLANNER:	C.CAVE
Designer:	J.MEYERS
Begin Date:	2-6-2023
Name:	SKYRIM
	PRELIMINARY PLAT
Scale:	1"=100'
Checked:	
Number:	7152-26

Sheet	<b>3</b>
<b>3</b>	Sheets




SCALE: NONE



OVERALL PARCEL AREA:	1,661,360 S.F. (38.15 ACRES)
ROW AREA	214,588
<u>TOTAL RESIDENTIAL</u>	519 DWELLINGS
<u>SINGLE FAMILY LOTS</u>	15 LOTS
<u>TOWN HOMES</u>	132 DWELLINGS 2 CAR GARAGE PER UNIT 2 CAR DRIVEWAY PER UNIT 33 VISITOR STALLS
<u>APARTMENT EAST</u>	
UNITS	144 UNITS
PARKING	290 STALLS (1 COVERED/UNIT) (24 GARAGE) (4 EV CHARGING)
	1.8 PER UNIT 33 PARKING STALLS FOR PARK 61 - 10x10 STORAGE
<u>APARTMENT WEST</u>	
UNITS	228 UNITS
PARKING	409 STALLS (1 COVERED/UNIT) (35 GARAGE) (4 EV CHARGING)
	1.8 PER UNIT 38 - 10x10 STORAGE
<u>COMMERCIAL BUILDINGS</u>	4- 10,000 S.F. 1- 6,419 S.F. 1- 20,000 S.F.
309 PARKING STALLS	



**Jones & DeMille Engineering, Inc.**  
CIVIL ENGINEERING - SURVEYING - TESTING  
GIS - ENVIRONMENTAL  
- Infrastructure professionals -



**Project Contact:**  
Nate Reeve  
Reeve & Associates, Inc.  
5160 South 1500 West  
Riverdale, Utah, 84405  
PH:(801) 621-3100

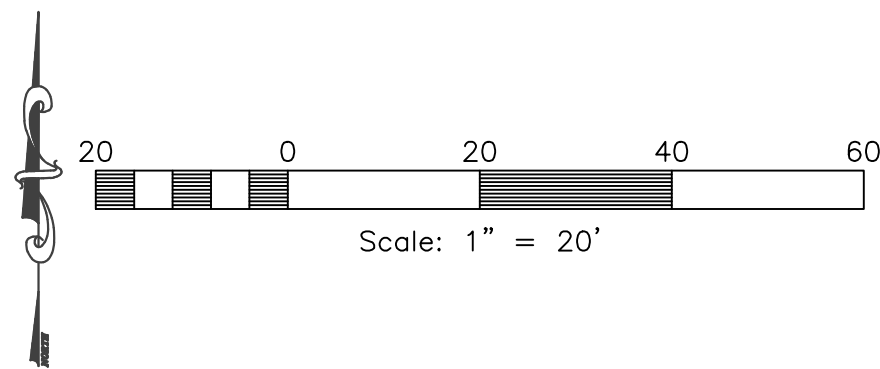
**SkyRim Development SR-9**  
HURRICANE CITY, WASHINGTON COUNTY, UTAH

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**Preliminary Site Plan**



Engineer: J. NATE REEVE, P.E.  
 Drafter: J. MEYERS  
 Begin Date: JAN 2023  
 Name: HURRICANE  
 SR-9  
 Number: 7152-26



**Project Contact:**  
Nate Reeve  
Reeve & Associates, Inc.  
5160 South 1500 West  
Riverdale, Utah, 84405  
PH:(801) 621-3100

**SkyRim Development  
SR-9**

HURRICANE CITY, WASHINGTON COUNTY, UTAH

**PARK CONCEPT**



**Project Info.**

Engineer:  
J. NATE REEVE, P.E.  
Drafter:  
J. MEYERS  
Begin Date:  
JAN 2023  
Name:  
HURRICANE  
SR-9  
Number: 7152-26

**REVISIONS**

DATE	DESCRIPTION

**Reeve & Associates, Inc.**  
5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405  
TEL: (801) 621-3100 www.reeveco

**RA**

LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS  
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS



## STAFF COMMENTS

**Item:** Consideration and possible approval of awarding the bid for the secondary irrigation water meter project phase II.

**Discussion:** On January 27, 2026 at 2:00 pm a bid opening was held for the secondary irrigation phase 2 project. This project is in the original pressurized irrigation system. In 2024 the 1st phase of the irrigation meter project was awarded. After the phase 1 project was completed, we found 198 connections that were not identified in the phase 1 contract. There are additional funds available to finish installation of the identified service connections. Alpha Engineering, our consulting engineer, gave us the attached letter of recommendation to the low bidder Feller Enterprises LLC for \$287,094.00. Feller Enterprise was the contractor on phase 1. We are confident they will do a good job on phase 2. Attached are all the bids we received for this project. This is a very good project; we have the funding I hope you will award this contract. - Ken Richins

**Findings:**

**Recommendation:**



43 South 100 East, Suite 100 T 435.628.6500  
St George, Utah 84770 F 435.628.6553

[alphaengineering.com](http://alphaengineering.com)

January 29, 2026

Hurricane City Water Department  
Attention: Ken Richins  
646 West 600 North  
Hurricane, Utah 84737

**Re: Secondary Water Meter Project Bid**

Dear Ken:

Bids were received for the Hurricane City Secondary Water Meter Project Phase II on January 27, 2026 at 2:00 p.m. at the Hurricane City offices. Eight bids were received for the project. After reviewing the submitted bids, we recommend approval of the lowest bidder, Feller Enterprises, LLC to be the contractor for the Secondary Water Meter Project Phase II at the total bid price of \$287,094.00. The bid tabulation is attached for your reference.

Let me know if I can provide any additional information.

Sincerely,

A blue ink signature of Glen E. Carnahan, written in a cursive style.

Glen E. Carnahan, P.E.  
ALPHA ENGINEERING COMPANY

Encl: Bid Tabulation Sheet

**City of Hurricane**  
**Secondary Water Meter Project Phase II**  
**Bid Tabulation - January 26, 2026**

**BID SCHEDULE - HURRICANE CITY SECONDARY WATER METER PROJECT PHASE II**

				Feller Enterprises		Suncore Corporation		Prime Excavating Inc.		Interstate Rock		ACAD		Precision Contractors Inc.		MTX Utility Services		PNL Construction Inc.	
Item	Description	Quantity	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	L.S.	\$25,000.00	\$25,000.00	\$28,000.00	\$28,000.00	\$22,000.00	\$22,000.00	\$11,300.00	\$11,300.00	\$33,000.00	\$33,000.00	\$72,180.00	\$72,180.00	\$38,000.00	\$38,000.00	\$75,000.00	\$75,000.00
2	Removals	1	L.S.	\$15,000.00	\$15,000.00	\$92,000.00	\$92,000.00	\$20,000.00	\$20,000.00	\$114,000.00	\$114,000.00	\$3,900.00	\$3,900.00	\$9,900.00	\$9,900.00	\$72,000.00	\$72,000.00	\$48,500.00	\$48,500.00
3	Furnish & Install 3/4" Secondary Water Meter Connection (Landscape)	194	Each	\$1,138.00	\$220,772.00	\$800.00	\$155,200.00	\$1,576.00	\$305,744.00	\$1,250.00	\$242,500.00	\$1,700.00	\$329,800.00	\$1,518.95	\$294,676.30	\$1,542.00	\$299,148.00	\$2,200.00	\$426,800.00
4	Furnish & Install 1 1/2" Secondary Water Meter Connection (Landscape)	1	Each	\$3,143.00	\$3,143.00	\$2,250.00	\$2,250.00	\$4,063.00	\$4,063.00	\$3,100.00	\$3,100.00	\$4,600.00	\$4,600.00	\$3,572.66	\$3,572.66	\$3,100.00	\$3,100.00	\$4,800.00	\$4,800.00
5	Furnish & Install 2" Secondary Water Meter Connection (Landscape)	1	Each	\$4,254.00	\$4,254.00	\$3,000.00	\$3,000.00	\$4,378.00	\$4,378.00	\$3,900.00	\$3,900.00	\$5,000.00	\$5,000.00	\$4,300.75	\$4,300.75	\$6,191.00	\$6,191.00	\$7,300.00	\$7,300.00
6	Furnish & Install 4" Secondary Water Meter Connection (Landscape)	2	Each	\$5,100.00	\$10,200.00	\$7,600.00	\$15,200.00	\$8,801.00	\$17,602.00	\$8,200.00	\$16,400.00	\$13,000.00	\$26,000.00	\$11,233.24	\$22,466.48	\$20,360.00	\$40,720.00	\$11,500.00	\$23,000.00
7	Traffic Control	1	L.S.	\$8,725.00	\$8,725.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$13,000.00	\$13,000.00	\$14,000.00	\$14,000.00	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00
<b>Total Bid Schedule</b>					<b>\$287,094.00</b>		<b>\$310,650.00</b>		<b>\$383,787.00</b>		<b>\$404,200.00</b>		<b>\$416,300.00</b>		<b>\$417,096.19</b>		<b>\$489,159.00</b>		<b>\$605,400.00</b>