



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 19, 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.**

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

Minutes of the regular City Council Meeting for January 15, 2026, and February 5, 2026, and special meetings January 5, 2026, and January 29, 2026

Presentation by the HHS Robotics Team

Public Forum – Comments from Public

Please Note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda, public comments will be limited to 3 minutes per person per item. A spokesperson representing a group to summarize their concerns will be allowed 5 minutes to speak. Repetitious commentary will not be allowed. If you need additional time, please request agenda time with Cindy Beteag in writing before 12:00 p.m. the Tuesday one week before the Council meeting.

OLD BUSINESS

1. Consideration and possible approval of **Zone Change Amendment Ordinance No. ZC25-16**, 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

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.

NEW BUSINESS

1. Consideration and possible approval of an **appeal of the business license denial** for Rizerin LLC - Samuel Elam
2. Consideration and possible approval of **Ordinance 2026-02 Amending Title 3, Chapter 1** regarding background checks - Cindy Beteag
3. Consideration and possible approval of a **Supplemental Watershed Plan Agreement #10** with NRCS - Arthur LeBaron
4. Consideration and possible approval of a **request for a General Plan Amendment** from "Single Family" to "Multifamily" for a property located at 1015 N 200 W; File No. GPA26-01; Parcel number H-3-1-27-2106; Adam Nielson, Applicant; Karl Rasmussen, Agent
5. Consideration and possible approval of **Zone Change Amendment Ordinance No. ZC26-01** to rezone a property located at 1015 N 200 W from Single Family Residential R1-10 to Multiple Family Residential RM-1; File No. ZC26-01; Parcel No. H-3-1-27-2106; Adam Nielson, applicant; Karl Rasmussen, agent
6. Consideration and possible approval of **Ordinance 2026-03, a Land Use Code Amendment to Title 10 Chapter 7** regarding conditional use permits for metal buildings; File No. LUCA26-01; Hurricane City, Applicant. -Gary Cupp
7. Consideration and possible approval of the **Municipal Advisor Agreement** with Zions Public Finance - Kaden DeMille
8. Consideration and possible approval of **awarding the bid for the chip seal project** - Arthur LeBaron
9. Consideration and possible approval of **awarding the bid for the slurry seal project** - Arthur LeBaron
10. Discussion regarding **creating an Affordable Housing Committee** - Mayor Fawcett
11. Mayor, Council, and staff reports
12. 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 18, 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 19, 2026

5:00 p.m. Pre-Meeting

6:00 p.m. Call to Order

Minutes for January 15, 2026, and February 5, 2026, and special meetings January 5, 2026, and January 29, 2026.

Presentation by the HHS Robotics Team

Old Business

1. This item was heard at the December 18, 2025, City Council meeting where it was continued to allow staff to prepare a draft development agreement that describes the density that will be allowed for the development, and also to ensure that adequate public facilities and paved access are provided prior to approval of any future entitlements, such as preliminary plats. --Gary Cupp
2. This item was heard at the February 5, 2026, City Council meeting where the Council approved R1-4 setbacks for the single-family lots in the Sky Rim development. Staff was directed to prepare an amended development agreement reflecting the approved R1-4 setbacks. A draft of that agreement is being presented for the Council's consideration. --Gary Cupp

New Business

1. The applicant has held a business license in Hurricane since September 2020, during which time there have been no complaints or issues reported. In 2025, the owner failed to renew the license and was required to reapply. While background checks are generally required for businesses that enter residents' homes, those with a current DOPL license are typically exempt, as the state conducts the check. Despite this, staff collected and completed a background check during the owner's reapplication process. The background revealed a felony charge from 2018, which under the current ordinance required staff to deny the application. The owner has submitted an official appeal. Staff has no concerns with granting an exception in this case, as there have been no past issues and the owner has demonstrated steps toward rehabilitation. – Cindy Beteag
2. On January 15th, staff presented a discussion to the Council concerning background check requirements for business owners. The Council expressed support for implementing a ten-year look-back period for businesses that involve interaction with minor children, entry into private residences, and tattoo services. Additionally, in response to an increase in sexually oriented massage establishments, staff proposed and incorporated a requirement for annual background checks for those businesses as part of the chapter amendments. – Cindy Beteag

3. The Gould Wash project is part of the Warner Draw project that has been in existence since 1971 between local entities and the NRCS. There are multiple sub-projects included in the Warner Draw project, such as the Frog Hollow Debris Basin and the Gould Wash Flood Protection Project. This supplemental agreement has been drafted to memorialize the responsibilities of the sponsors (Hurricane City and Washington County) and the NRCS, together with respective estimates of costs to be incurred by each party. Most of the points of the agreement are word-for-word the same as previous supplemental versions of the agreement. The City Attorney has pointed out the things that the City is agreeing to in this document, which in essence are the same as what has been agreed to in previous versions, except for the costs are updated. The signing of this agreement will wrap the NEPA compliance for this project, which includes an Environmental Impact Statement. Once the EIS is complete the project will then be eligible for design and construction funding from NRCS, which will be the next phase of the project. The costs outlined in this agreement are estimated as follows:
NRCS: \$57,743,000, which includes engineering and flood prevention measures.
Hurricane City: \$4,934,000 for easements, bridge and culvert improvements, and administration costs. It is recommended that the City approve the agreement so the project can progress to construction. – Arthur LeBaron
4. The applicant requests an amendment to the General Plan map on a vacant 0.48 acre lot along an unimproved section of 200 W from its current “Single Family” designation to “Multifamily” for the stated purpose of providing affordable housing in the form of a duplex for his family. The applicant has also applied for a zone change for the same property. A public hearing was held at the February 12, 2026, Planning Commission meeting and eleven public comments objecting to the requested general plan amendment and associated zone change were received at the hearing. The objections to the applicant's request related primarily to the incompatibility of potential multifamily development with the surrounding community that consists mainly of single-family and rural properties. Neighboring properties to the west of the site are zoned Residential Agriculture RA-1 and commenters expressed strong feelings that multifamily development would erode the remaining rural character of the neighborhood. Other public comments voiced concerns regarding the potential impacts of high-density development and increased traffic. In their discussion on the item, the Planning Commission shared the same objections to the proposal that were cited in the public comments and added that it could also open the door to spot-zoning in the area. The Commissioners unanimously recommended that the City Council deny the requested general plan amendment. --Gary Cupp
5. The applicant requests to rezone a vacant 0.48 acre lot along an unimproved section of 200 W from Single Family Residential R1-10 to Multiple Family Residential RM-1. The applicant has also applied for a general plan amendment for the same property. A public

hearing was held at the February 12, 2026, Planning Commission meeting and eleven public comments objecting to the requested zone change and associated general plan amendment were received at the hearing. The objections to the request related primarily to incompatibility of potential multifamily development with the largely single-family and rural character of the surrounding community. Other public comments expressed concerns regarding the potential impacts of high-density development and increased traffic. The Planning Commission shared the same objections to the proposal in their discussion on the item and voted 6 to 1 to recommend that the City Council deny the requested zone change. Commissioner Smith voted to approve the zone change, citing that she felt a duplex would not present any negative impacts. --Gary Cupp

6. Staff was directed by the Planning Commission to prepare a proposed amendment to the land use code regarding conditional use permits for metal buildings. Currently, the ordinance classifies metal buildings in residential and commercial zones as conditional uses, with the Planning Commission serving as the approval authority. Staff is proposing a minor revision to designate the Zoning Administrator, instead of the Planning Commission, as the approval authority for conditional-use requests for metal buildings. This change would streamline the approval process for metal buildings in residential and commercial zones while allowing the Planning Commission to focus on more substantive agenda items. The amendment is intended to improve processing times without changing the underlying development standards. A public hearing was held at the February 12, 2026, Planning Commission meeting and no public comments or objections to the proposed code update were received. The Planning Commission unanimously recommended that the City Council approve the amendment to the land use code. --Gary Cupp
7. This agenda item has to do with the approval of a financial advisory services contract. Historically, Hurricane City has contracted with a financial advisory firm to help with ongoing financial services for the city. A typical contract runs for a period of 5 years. Hurricane City currently contracts with Zions Public Finance. A recent example is the work performed on the financing for Hurricane City's new indoor swimming pool. A financial advisor is critical under these types of situations to help the city with completing key requirements for bonding, including the coordination, closing, and issuance of debt and with ongoing financial reporting requirements. Even when the city is not specifically bonding for a project, financial services are used frequently by the city, aiding in the monitoring of market and economic conditions, assistance in the preparation of financial documents, running amortization schedules in determining future financing options, and any other financial advice and assistance the city needs. Hurricane City staff have had a long-standing relationship with Zions Public Finance and their team. We know them well, we use them frequently, and they have

been very responsive to our needs. Zions has been, and continues to be, a critical component to our ongoing projects including the new police station and city office. They are currently helping us with wrapping up the financing of the city pool. We trust their expertise, they have been great to work with, and would recommend to the council to approve the Municipal Advisor Agreement with Zions Public Finance. – Kaden DeMille

8. Hurricane City has budgeted funds to perform pavement management on existing streets. These funds come from the Utah State B&C Road fund, which gets its revenues from the State fuel tax. As such, these funds are restricted to pavement maintenance. Each year the City uses the Pavement Management Plan to select streets to be chip sealed, slurry sealed, and/or crack sealed.

The City has advertised a chip seal project for contractor bids and is seeking Council action to award the project. The City received 6 bids in response to the advertisement, ranging in price from \$543,593.10 to \$691,320.35. Our cost estimate is \$595,917.75, so we are within the budget that has been established for the project. The low bidder has the necessary qualifications to complete the project. It is recommended that the City award the Chip Seal contract to the low bidder, Holbrook Asphalt, in the amount of \$543,593.10. – Arthur LeBaron

9. Hurricane City has budgeted funds to perform pavement management on existing streets. These funds come from the Utah State B&C Road fund, which gets its revenues from the State fuel tax. As such, these funds are restricted to pavement maintenance. Each year the City uses the Pavement Management Plan to select streets to be chip sealed, slurry sealed, and/or crack sealed. The City has advertised a slurry seal project for contractor bids and is seeking Council action to award the project. The City received 4 bids in response to the advertisement, ranging in price from \$530,225.23 to \$690,120.00. Our cost estimate is \$584,924.04, so we are within the budget that has been established for the project. The low bidder has the necessary qualifications to complete the project. It is recommended that the City award the Chip Seal contract to Holbrook Asphalt in the amount of \$530,225.23. – Arthur LeBaron
10. Mayor Fawcett requested this item to discuss creating an Affordable Housing Committee.
11. Mayor, Council, and staff reports.

Mayor
Clark Fawcett

City Manager
Kaden C. DeMille



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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

Alex Farnsworth – Electrical Engineer

Current Open Positions

Golf Maintenance I P/T – Golf Maintenance Department

Court Clerk I – Court

Parks Maintenance P/T – Parks Department

Staff Assistant – Recreation Department

Date 02/19/2026



1 Minutes of the Hurricane City Council meeting held on January 15, 2026, in the Council
2 Chambers at 147 North 870 West, Hurricane, Utah at 4:30 p.m.

3 **Members Present:** Mayor Clark Fawcett and **Council Members:** Drew Ellerman, Joseph Prete,
4 David Imlay, and Lynn Excell.

5
6 **Also Present:** City Manager Kaden DeMille, City Attorney Dayton Hall, Police Chief Kurt Yates,
7 Public Works Director Mike Vercimak, Streets Superintendent Hayden Roberts, Assistant
8 Planner Fred Resch III, Power Director Mike Johns, Recreation Director Tiffani Wright, City
9 Engineer Arthur LeBaron, Parks Superintendent Darren Barney, Water Superintendent Ken
10 Richins, Water Supervisor Kory Wright, HR Director Sel Lovell, Finance Director Paige Chapman,
11 and City Recorder Cindy Beteag.

12
13 **AGENDA**

14 **4:30 p.m. Closed Meeting**

15 Joseph Prete motioned to go into a closed meeting at 4:35 p.m. to discuss the purchase or lease
16 of real property and water. Seconded by Lynn Excell. Motion carried unanimously.

17 Drew Ellerman motioned to go out of a closed meeting at 5:12 p.m. Seconded by Joseph Prete.
18 Motion carried unanimously.

19 **5:00 p.m. Pre-meeting - Discussion of Agenda Items, Department Report**

20 Tiffani Wright reported that concrete has been poured at the new gym, and the Lichfield gym is
21 fully booked after school each day. Programs have returned to their regular schedule. Auditions
22 for *Mamma Mia* have been held, and the cast will be finalized by tomorrow. The Community
23 Center roof is experiencing significant leaks. Bids have been received, and staff are still working
24 through outstanding questions. Bathroom improvements are also planned. Pool demolition is
25 expected to begin soon. A bid is currently open to dispose of old assets from the pool building.

26 Kory Wright stated that work has begun on forming the foundation around the Sky Ranch Tank.
27 The Sky Ranch Well is in process, allowing drilling to begin soon. The main water line to the tank
28 has been completed and has passed testing. The irrigation expansion is underway on 1150 West
29 and will continue on 650 South, with no complaints reported. Crews have completed the pond
30 floors and will pour two wall sections tomorrow. Concrete was poured around the booster
31 station today. The department is currently in the process of hiring. He announced that Ken
32 Richins will be retiring next month. The Dixie Springs well is ready to operate and is close to
33 receiving a temporary start card.

34 Darren Barney reported that staff are busy with irrigation projects and baseball tournaments.
35 He noted that there are six scheduled burials this weekend, the highest number the
36 department has handled in a single weekend. The pickleball project at the Community Center
37 has begun. Repairs to the storm drain at Three Falls Park, which settled several years ago, are
38 planned to start next week as time allows. Darren introduced the newest hire, Jacki Kimber,

39 who previously worked with the school district. She has been with the City for just over two
40 weeks and is already proving to be a great asset.

41 Paige Chapman stated that Squire will present the audit this evening. The City received a clean
42 opinion with no findings. She also noted that staff will be starting the mid-year budget reviews
43 soon.

44 Sel Lovell introduced Nicole Saunders as the new utility clerk and noted that she has been doing
45 a great job. He also stated that several positions remain open, with a list included in the packet.

46 Chief Yates introduced Braylee Edmunds as the new animal shelter attendant and said the
47 department is excited to have her on board. He reported a recent bank robbery in which the
48 call came in at 11:07 a.m., and the suspect was arrested by 11:39 a.m. He acknowledged the
49 Department of Public Safety, noting that a helicopter is now stationed in Southern Utah to
50 assist with incidents like this. Also, the Violent Fugitive Team successfully located a repeat
51 offender following a road rage incident. The Team also arrested an individual in a trailer park
52 with an active warrant for crimes against children and made an arrest of an individual on
53 federal hold who had assaulted one of the City's officers. He stated that officers have been
54 handling a significant workload and expressed pride in their efforts. He also reported that the
55 recent death of a young girl while hiking was determined to be an accident.

56 Mike Vercimak introduced Shane Stirley as the new utility locator and stated that they are
57 happy to have him on board. He stated that the department continues to stay busy with
58 development and thanked all departments that work closely with the Joint Utility Committee.

59 Mike Johns reported a power outage this afternoon caused by a failed lightning arrester, which
60 affected the line serving the southern part of the City. The total outage lasted 45 minutes, with
61 most customers restored within 25 minutes. He explained the line was set to non-reclosing due
62 to nearby construction, so it did not automatically restore when it tripped. Crews have removed
63 all Christmas lights and decorations. Conductor line installation has begun on 1100 West and is
64 expected to be completed next week. The transmission line along SR-7 is currently in the design
65 phase, with most property acquisitions completed. Two transformer units for needed
66 substations are on order.

67 Hayden Roberts stated that work is being completed in Sky Mountain and will then move to Sky
68 Ridge. Paradine is finishing at Sand Hollow Resort and will transition to Sand Hollow Parkway.
69 Wash cleaning is scheduled to begin on Tuesday. He also noted that an Interstate Rock truck
70 struck the guardrail at 700 West and 400 South. Councilman Prete asked about the timeline for
71 the roundabout at that intersection.

72 Arthur LeBaron explained that a roundabout project has not yet been advertised, so there is no
73 timeline available. He reported that the H Property grant has been submitted. Next week, he
74 will begin work on the Active Transportation Master Plan. Several other design projects are
75 currently underway. He recently met with stakeholders for the Sand Hollow second access
76 project, which may be referred to as the Exit 19 project. Right-of-way acquisitions are still in
77 progress for the 650 South and 1400 West projects, with designs expected to be completed by

78 summer. They plan to have the 100 South project fully designed so work can begin immediately
79 after Peach Days and be finished before the event the next year.

80 Fred Resch III reported that significant progress has been made on the sign ordinance, and a
81 work meeting is expected soon. The Planning Commission approved the final site plan for
82 Ernie's Too, preliminary plats for a commercial subdivision at Dixie Springs Drive and Sand
83 Hollow Road, and a final site plan for a gas station at 600 North and 700 West. Dumpster Days
84 are scheduled for May 18–20 and October 19–21. The SR-9 cleanup will be April 21st, and the
85 SR-7 cleanup is set for September 15th. The City is about one-third of the way toward reaching
86 its bench goal for bag collection.

87 Kaden DeMille mentioned that work on bonding for the pool is ongoing. He also noted that a
88 golf course renovation meeting was held this afternoon, and the drawings will be submitted to
89 the Council soon.

90 Mayor Fawcett mentioned he has a Zoom call with State legislators on Monday at 9 a.m. He
91 stated that Councilman Ellerman asked about reducing the Planning Commission from eight
92 members to five. The Mayor wants to review all boards to ensure consistency. Applications for
93 the vacant council position will be received until the 21st. A special Council meeting will be held
94 on the 29th to interview candidates, with times scheduled for each interview. The Council will
95 vote that same night. He asked Council members to submit any questions they want to ask the
96 candidates.

97 Councilman Imlay stated that a Power Board meeting was held last night. He noted that staff
98 have the ability to rebuild the generators, which is a valuable in-house asset.

99 Councilman Prete announced that Officer Ryan Erickson is retiring. A farewell party will be held
100 on the 30th at noon, and everyone is invited.

101 Councilman Ellerman reported that the Fire District Board did not meet this month due to
102 recent elections and the resulting lack of a quorum. He stated that five commissioners work
103 better than eight for the Planning Commission and recommended staggering terms over a
104 three-year period so new members are onboarded gradually rather than all at once.

105 Councilman Excell mentioned that he has been meeting with various departments to learn their
106 processes. He and Mayor Fawcett will be visiting the State Capitol next week with the Youth
107 City Council.

108 **6:00 p.m. - Call to Order –**

109 Mayor Fawcett welcomed everyone and called the meeting to order.

110 Prayer and Thought given by Paige Chapman.

111 Pledge: Councilman Imlay

112 Declaration of any conflicts of interest

113 Dave Imlay declared a conflict on the Western Mortgage item due to his cousin working for
114 them.
115 Presentation of the 2024-2025 annual audit – Hinton Burdick
116 Chad Atkinson presented the 2024-2025 annual budget showing a clean report card with no
117 findings. He showed the 5-year trend for each of the funds.
118 Victims Advocate Presentation
119 Chief Yates introduced Brittany Wright as the Victims Advocate, now serving as an in-house
120 employee. He noted that some of the hardest calls involve family disputes, particularly when a
121 spouse or partner musters the courage to leave an abusive relationship. Having a victim
122 advocate involved is crucial in helping them safely navigate these situations. He praised Mrs.
123 Wright for her work, noting that she is sympathetic, responsive, and excellent in her role. Mrs.
124 Wright explained her responsibilities supporting victims and their families. She thanked
125 Councilman Excell for the opportunity and presented six months of statistics on crisis
126 intervention calls and court paperwork outcomes.

127 Public Forum – Comments From Public

128 Consent Agenda

- 129 1. Consideration and possible approval of Resolution 2026-02 Appointing Joseph
130 Prete to the Solid Waste District
- 131 2. Consideration and possible approval of Resolution 2026-03 Appointing Lynn Excell to
132 the Mosquito Abatement Board
- 133 3. Consideration and possible approval of Resolution 2026-04 Appointing Clark Fawcett
134 and Drew Ellerman to the Ash Creek Sewer District Board
- 135 4. Consideration and possible approval of Resolution 2026-05 Amending the administrative
136 fee charged for billing, collecting, and remitting solid waste fees on behalf of the
137 Washington County Solid Waste District
- 138 5. Consideration and possible approval of the minutes of the Regular City Council Meeting
139 for December 4, 2025

140 Lynn Excell motioned to approve the consent agenda. Seconded by Drew Ellerman. Motion
141 carried unanimously by a roll call vote.

142 OLD BUSINESS

- 143 1. Consideration and possible approval of Zone Change Amendment Ordinance No. ZC25-
144 21, a proposed zone change on 7.27 acres located at 2300 S and 1100 W from
145 Residential Agricultural RA-0.5 to Light Industrial M-1; Parcel number H-3-2-10-3391;
146 Scott Stratton, Applicant. Karl Rasmussen, Agent

147 Scott Stratton explained that the Council requested a conceptual plan for his property. He
148 initially presented a concept with a shop building, but he has now been approached about
149 adding warehouses while still using the site for his storage yard. Councilman Imlay asked why a

150 portion of the road had not been deeded to the City. Mr. Stratton explained that the dedication
151 was drawn up years ago but never completed. Mayor Fawcett asked if it could be done now,
152 and Mr. Stratton said it could be discussed. Councilman Excell suggested adjusting equipment
153 placement to improve the appearance of the main access to the southern community. Mr.
154 Stratton agreed and said he plans to better organize the site and eventually add a wall. Mayor
155 Fawcett also noted the need to clean it up to avoid it being an eyesore. Airport Manager Dave
156 Zundel noted that one airport tenant is looking for warehouse space, and Mr. Zundel expressed
157 a preference for fewer residential areas near the airport. Fred Resch III reviewed the allowed
158 uses in the industrial zone. Councilman Ellerman asked about development standards, and Mr.
159 Resch III confirmed that outdoor storage must be set back from residential buildings and
160 screened from the street. Mr. Stratton added that he wants potential buyers to understand it is
161 an industrial area, as some have backed out when they see the master-planned roads.

162 Councilman Ellerman stated that the highest and best use of the property should be
163 considered. He does not believe houses should be located next to the airport and expressed
164 concern about property upkeep, suggesting that light industrial use would be best. Councilman
165 Prete noted that this area is the gateway to the south end of town and questioned whether an
166 industrial entrance is ideal. He expressed concern that approving this could create a “snowball
167 effect” with others requesting similar uses. Councilman Excell asked if Mr. Stratton would
168 consider a development agreement to protect the corridor’s aesthetics. Mr. Stratton replied
169 that future development along 1100 West is uncertain. Councilman Excell noted that
170 protections should be established from the beginning to avoid a snowball effect. Applicant’s
171 engineer Karl Rasmussen noted that once the road is built, this property would be a viable
172 option. Councilman Prete raised questions about the land outside the airport fence and the fate
173 of the old street, asking if it would remain blocked or reopened. Arthur LeBaron explained no
174 decision has been made, but a utility corridor must remain. Mike Vercimak added that staff
175 have petitioned the FAA to remove some property from airport control, but the FAA is reluctant
176 due to the airport safety zone. The Council also discussed the roads in the area and potential
177 impacts on future development.

178 Dave Imlay motioned to approve the Zone Change Amendment Ordinance No. ZC25-21, a
179 proposed zone change on 7.27 acres located at 2300 S and 1100 W from Residential
180 Agricultural RA-0.5 to Light Industrial M-1 subject to a development agreement that the Council
181 approves at a future date. Seconded by Lynn Excell. Dayton Hall confirmed it will come back to
182 the Council with the agreement for approval before the zone change is finalized. Motion carried
183 unanimously. Council would like the agreement to include removing the junk on the property,
184 the equipment being organized, roadway dedication, and property being screened from the
185 public. Councilman Prete would also like the agreement to specify who is responsible for 1100
186 West construction and identify specific uses that would be allowed on the property once it
187 zoned as light industrial.

188 2. Consideration and possible approval of Zone Change Amendment Ordinance No. ZC25-
189 17, a proposed zone change located at 100 N and Black Rock Rd. from Mobile

190 Home/RV Park (MH/RV(PDO)) to General Commercial (GC); Parcels H-CRV-1-1 through
191 H-CRV-1-18; Western Commercial Real Estate, Applicant; Joby Venuti, Agent

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

193 Drew Ellerman motioned to table the Zone Change Amendment Ordinance No. ZC25-17, a
194 proposed zone change located at 100 N and Black Rock Rd. from Mobile Home/RV Park
195 (MH/RV(PDO)) to General Commercial (GC). Seconded by Dave Imlay. Motion carried
196 unanimously.

197 **NEW BUSINESS**

198 1. Discussion and possible direction regarding the City's involvement with the Washington
199 County Fair - Ruffin Judd and Brandon Ipson

200 Representatives from the Washington County Fair were not present.

201 2. Consideration and possible approval of a Purchase and Reimbursement Agreement for
202 Water Rights and Infrastructure with Western Mortgage & Realty Company and
203 Gateway at Sand Hollow Public Infrastructure District -Dayton Hall

204 Dayton Hall explained that the water department has been working on this project for many
205 years. The agreement involves the City, Western Mortgage, and the Gateway PID. Under the
206 proposed structure, Western Mortgage will deed nearly 1,700 acre-feet of groundwater to the
207 City. The PID would pay Western Mortgage the appraised value of the water and finance the
208 infrastructure costs to use it. In return, the City would collect secondary impact fees from the
209 service area and use 85% of the fees annually to pay down the PID bond. Councilman Ellerman
210 confirmed that there will be no property tax assessment on future owners. Mr. Hall explained
211 that paying the bondholder directly allows the bond to be paid off faster. Mayor Fawcett
212 expressed concern about removing the tax from the property to prevent assessment. Mr. Hall
213 noted that paying the bond directly would ultimately reduce or eliminate owner payments in
214 the later years. Mayor Fawcett added that the City may not collect enough impact fees in the
215 first year to pay down the bond, emphasizing that coordination with the County is necessary to
216 make the plan work.

217 Gateway PID representative Brent Moser explained that property owner payments will not
218 increase. Raising the bond amount extends the bond term, but the mill levy rate remains the
219 same, so payments stay consistent, and the bond would simply be paid off sooner. He noted
220 that bonds can run for 30 years, but collections can continue for 40 years. Mr. Moser stated
221 that all PID payments have gone toward regional infrastructure, while interior improvements
222 are funded by the developer through traditional development. He added that the secondary
223 irrigation they installed makes this a good opportunity for the City. Mr. Hall noted that one
224 condition of the agreement is that the City will not close until the PID has bonded and raised
225 the necessary funds.

226 Drew Ellerman motioned to approve the Purchase and Reimbursement Agreement for Water
227 Rights and Infrastructure with Western Mortgage & Realty Company and Gateway at Sand

228 Hollow Public Infrastructure District. Seconded by Lynn Excell. Councilman Prete confirmed the
229 City Attorney is comfortable with the agreement. Motion carried unanimously.

230 **3. Consideration and possible approval of Resolution 2026-06 amending the Governing**
231 **Documents of the Gateway PID. -Gateway PID**

232 Dayton Hall explained that the PID was formed in 2021, and its governing document outlines
233 how it functions. The proposed amendment would make two changes: clarifying the legal
234 separation between the City and the PID and adjusting the borrowing capacity. Currently, there
235 were two independent limits on the PID's ability to borrow money: one limit is a mill levy cap
236 and the other is a maximum cap across all three PIDs. The proposal is to remove the maximum
237 cap. Gateway PID representative Brent Moser added that the timing of the PID formation and
238 the original estimates were about a year apart, which affected costs. Additionally, several
239 revisions were not included in the original estimate, and the new estimates are significantly
240 higher. Councilman Prete asked how the mill levy and maximum cap relate. Mr. Moser
241 explained that the mill levy is used to generate revenue from the tax base, with the bond
242 feasibility study based on projected growth and property values. Interest rates also significantly
243 affect the calculations.

244 Karl Rasmussen explained that the plan is to build trails on both sides of Sand Hollow Drive. The
245 road width increased from 90 to 112 feet in 2019. The additional cost ensures that everyone
246 has access to the amenities, including over 12 miles of trails and four parks. Mr. Moser agreed
247 that the plans have expanded, and Mayor Fawcett confirmed that infrastructure to the hospital
248 is included. Councilman Imlay asked for an estimate to complete the project, and Mr. Moser
249 stated it is around \$140 million. Tyler King noted that if the cap is removed, the mill levy cap
250 remains, which would prevent the need for further PID changes if the economy shifts.

251 Councilman Prete asked about oversight of the mill levy. Mr. Moser explained that the County
252 assesses property values based on the mill levy; payments remain the same, only the bond
253 term changes. After 40 years, the investor loses if the bond is not fully repaid. Councilman Imlay
254 suggested placing a cap on the project. Mr. Moser stated a cap of \$205 million could be applied.
255 Councilman Prete expressed concern that the PID was originally meant to provide cheaper
256 financing, not cover all infrastructure, but it appears to finance nearly everything. Mr. Moser
257 clarified that the 4.5 mill levy would not cover all costs and that improvements are limited to
258 regional infrastructure. Councilman Ellerman confirmed that the City Attorney and bond
259 counsel approve of the proposed legal separation provisions and agreed that a cap of \$210
260 million accounts for inflation.

261 Drew Ellerman motioned to approve Resolution 2026-06 amending the Governing Documents
262 of the Gateway PID with the addition of adding a \$210 million cap in a form approved by the
263 City Attorney and the City's bond counsel. Seconded by Dave Imlay. Motion carried with Drew
264 Ellerman, Dave Imlay and Lynn Excell voting aye. Joseph Prete voted nay.

265 **4. Consideration and possible approval of a Reimbursement and Purchase Agreement for**
266 **Water Rights, Real Property, and Improvements -Dayton Hall**

267 Dayton Hall explained that groundwater from the Apple Valley aquifer can be accessed via wells
268 along the Hurricane Fault. An owner has agreed to deed just under 80 acre-feet of this water to
269 the City in exchange for secondary water impact fee vouchers. Additionally, the owner would
270 sell 8.4 acre-feet of groundwater located in the southern part of the City, along with the
271 wellhead and surrounding property, with payments made to the owner over three years. The
272 City would also purchase 18 primary shares and 12 secondary shares of Hurricane Canal Co.
273 water. Kaden DeMille noted that water is a limited resource and highlighted the value of the
274 three-year payment plan, especially given the number of recent projects. Ken Richins stated
275 that the water items on this agenda tonight are some of the biggest water deals of his career
276 and expressed appreciation for everyone's work on the agreement, noting that it is a solid
277 opportunity for the City.

278 Joseph Prete motioned to approve the Reimbursement and Purchase Agreement for Water
279 Rights, Real Property, and Improvements. Seconded by Lynn Excell. Motion carried
280 unanimously.

281 Joseph Prete motioned to go into a public hearing at 7:52 p.m. Seconded by Drew Ellerman.
282 Motion carried unanimously.

283 **5. Public Hearing to take comments on the following:**

284 a. Adopting a Power Impact Fee Facilities Plan Amendment (IFFP), a Power Impact
285 Fee Analysis (IFA), and modifying the current Power Impact Fee

286 No comments.

287 Joseph Prete motioned to go out of a public hearing 7:52 p.m. Seconded by Dave Imlay. Motion
288 carried unanimously.

289 **6. Consideration and possible approval of Ordinance 2026-01 Approving an amendment to
290 the 2025 Power Impact Fee Facilities Plan, an amendment to the 2025 Power Impact
291 Fee Analysis, and modifying the current Power Impact Fee**

292 Mike Johns explained that the amendment adds two substations to the study: one at 3000 S.
293 and 1100 West, and the other at SR-9 and SR-7. The impact fee would increase by only 1%
294 citywide. He stated that the goal is to include the substations in the plan so that impact fees can
295 be used to fund their construction.

296 Dave Imlay motioned to approve Ordinance 2026-01 Approving an amendment to the 2025
297 Power Impact Fee Facilities Plan, an amendment to the 2025 Power Impact Fee Analysis, and
298 modifying the current Power Impact Fee. Seconded by Joseph Prete. Motion carried
299 unanimously by a roll call vote.

300 **7. Consideration and possible approval of Resolution 2026-07 Amending and Adopting fees
301 related to municipal power services - Mike John**

302 Mike Johns explained that the City maintains a list of approved contractors for underground
303 distribution work, but some are no longer in business or have relocated. To keep the list
304 current, the Power Department is recommending increasing the initial training fee from \$100 to

305 \$150 per business, plus \$100 per additional employee. The training is a five-hour course
306 required the first time a contractor applies. They also propose an annual renewal class at \$50
307 per person. Councilman Excell confirmed the fee would cover staff time, and Councilman Imlay
308 noted it would formalize the process and ensure proper training. Mr. Johns added that the
309 Power Board recommended approval. Contractors who miss the training would need to wait
310 until the next session the following year. Councilman Excell suggested posting a notice of the
311 change, so contractors are aware. Karl Rasmussen suggested offering a crash course for civil
312 engineers as well. Mr. Johns noted that the training is optional for anyone outside the
313 contractors, who are responsible for ensuring their plans meet requirements.

314 Lynn Excell motioned to approve Resolution 2026-07 Amending and Adopting fees related to
315 municipal power services. Seconded by Dave Imlay. Motion carried unanimously a roll call vote.

316 **8. Consideration and possible approval of awarding the bid for the civil portion of the Sky
317 Mountain Substation - Mike Johns**

318 Mike Johns explained that the civil portion of the Sky Mountain Substation went out to bid,
319 with six contractors submitting proposals. The bids were reviewed by ICPE to ensure all
320 requirements were met. Two bids were disqualified for not meeting the requirements. The next
321 lowest bids were from Diamond W and Interstate Rock. Based on price, qualifications, and bid
322 compliance, ICPE recommended awarding the bid to Diamond W for \$801,470. The Power
323 Board unanimously supported this recommendation. Councilman Ellerman asked if Diamond W
324 had worked in the City before. Mr. Johns said they had not, but some of their employees had.
325 Councilman Prete asked if there was a process to allow bidders to correct incomplete bids.
326 Dayton Hall explained that the ordinance allows the City to reject incomplete bids, and sealed
327 bids cannot be amended after submission. Councilman Imlay noted that some staff favored
328 Interstate Rock due to prior experience in the City, but both contractors hold Hurricane
329 business licenses, and the Power Board recommended the low bid. Councilman Prete asked if
330 the Board believed the work would be comparable, and Mr. Johns confirmed that this was
331 considered during the evaluation.

332 Drew Ellerman motioned to approve the bid to Diamond W in the amount of \$801,470.00.
333 Dayton Hall noted that at the Power Board meeting, it was discussed that both of the lowest
334 bids did not include a project schedule. He suggested requiring a schedule before moving
335 forward. Councilman Ellerman accepted the amendment, adding the condition that Diamond W
336 provide an acceptable project schedule. Seconded by Dave Imlay. Motion carried unanimously
337 by a roll call vote.

338 **9. Discussion regarding the interpretation of the ordinance regarding background checks
339 on business owners**

340 Cindy Beteag explained that background check requirements differ between the business
341 license and liquor chapters. The business license chapter requires denial of a license if the
342 owner has a felony, while the liquor chapter only looks back seven years. Staff would like the
343 chapters to match but sought input from the Council. Councilman Prete questioned whether

344 limiting it to seven years could create liability for the City. He felt it might be sufficient but did
345 not want to risk liability. Councilman Excell responded that the City likely wouldn't be liable if
346 due diligence is followed. Dayton Hall asked if the Council wanted a specific look-back period
347 for different types of licenses. In the discussion, Council members generally indicated that a
348 ten-year period would be sufficient for businesses involving minor children or entering homes,
349 but the liquor chapter should remain as currently written.

350 **10. Mayor, Council, and staff reports**

351 None.

352 Joseph Prete motioned to go into a closed session at 8:24 p.m. to discuss pending litigation.
353 Seconded by Dave Imlay. Motion carried unanimously.

354

355 **Adjournment:** Joseph Prete motioned to adjourn at 8:38 p.m. Seconded by Drew Ellerman.
356 Motion carried unanimously.

1 Minutes of the Hurricane City Council meeting held on February 5, 2026, in the Council
2 Chambers at 147 North 870 West, Hurricane, Utah at 5 p.m.

3 **Members Present:** Mayor Clark Fawcett and **Council Members:** Drew Ellerman, Joseph Prete,
4 Dave Imlay, Lynn Excell, and Amy Werrett.

5

6 **Also Present:** City Manager Kaden DeMille, City Attorney Dayton Hall, Police Chief Kurt Yates,
7 Public Works Director Mike Vercimak, Streets Superintendent Hayden Roberts, City Planner
8 Gary Cupp, Power Director Mike Johns, Water Supervisor Kory Wright, Parks Superintendent
9 Darren Barney, City Engineer Arthur LeBaron, Building Official Larry Palmer, HR Director Sel
10 Lovell, and City Recorder Cindy Beteag.

11

12 **AGENDA**

13 **5:00 p.m. Pre-meeting** - Discussion of Agenda Items, Department Reports

14 Arthur LeBaron explained he received a request for the Easter Car Show to use the south
15 parking lot at the Community Center for handicap parking, similar to Peach Days. Council
16 indicated they are comfortable with this as long as it is coordinated with the Recreation
17 Director. Mr. LeBaron also reported that staff are managing multiple reviews, projects, and
18 development applications. The 100 South project will begin shortly after Peach Days, and the
19 City is close to hiring a contractor to assist the design team on the City campus development
20 through the CMGC process. He added that concerns about the upcoming Parade of Homes
21 were addressed after coordinating with the organizer to finalize the route to the homes.

22 Hayden Roberts reported that crack sealing was completed in Sky Mountain and Hurricane
23 Garden Homes. Paradine will begin work on Old Highway 91 next week. He also noted that the
24 wash was cleaned up to SR-9 near Ace.

25 Mike Johns stated the tree trimming contractor will begin work on Monday. He reported that
26 the contractor will start on the distribution line on Old Highway 91 next week. He added that he
27 hopes the Power Board will finalize the cost of service agreement and will speak with the
28 Mayor to determine if a work meeting is needed.

29 Mike Vercimak stated that since the last meeting, the JUC approved nine sets of construction
30 plans, issued six preliminary acceptances, and two notices to proceed. Mayor Fawcett
31 requested a status update on the hotel at 1760 West. Mr. Vercimak stated that utility
32 installation for the project is complete. Larry Palmer explained they are still working on the
33 building permit.

34 Sel Lovell reported that the annual injury report has been completed, noting a 5% increase in
35 injuries. He also stated that the City currently has open positions for golf maintenance, senior
36 electrical engineer, court clerk, and street operator. He added that staff are working to make
37 the City website ADA compliant to meet federal requirements.

38 Chief Yates reported that there have been several construction burglaries. Stolen property was
39 identified being sold on Facebook, which led to the identification of a suspect located in Las
40 Vegas. A bulletin was issued, and St. George Police stopped the suspect and impounded his
41 vehicle. Hurricane officers were able to search the vehicle and recover additional stolen items.
42 He also reported that Sand Hollow Golf Course sustained more than \$57,000 in damage to its
43 greens, which is still under investigation. He noted that crime scene technicians are attending
44 training this week. Animal Control has been extremely busy, with the shelter currently full and
45 an increase in cases involving abandoned dogs. He added that traffic has been very heavy lately
46 and gave recognition to traffic car Officer Pike for being proactive in enforcing traffic laws. Chief
47 Yates explained that officers have been focusing on equipment violations that are no longer
48 being caught since inspections are no longer required. Councilman Excell asked about traffic
49 backing up onto State Street and nearby roads during pickup times at Valley Academy. Chief
50 Yates stated he would look into the issue.

51 Kory Wright announced that water is now flowing to the Dixie Springs tank, marking the
52 completion of a four-year process and the City's ability to provide City-sourced water to the
53 region. He also reported that work on the Sky Ranch tank is progressing and that he hopes to
54 provide a slideshow with updates soon. He added that work on 650 South has been completed
55 and paving is expected soon. He then introduced Elijah Mareko as the department's newest
56 employee, noting that he has already been a great asset and is hoped to be with the City for a
57 long time.

58 Mike Chandler expressed appreciation to those who attended the ribbon cutting on Monday.
59 He reported that staff will be running cameras through the systems and continuing cleaning
60 operations throughout the city.

61 Larry Palmer reported that since the last meeting, staff issued permits for thirty single-family
62 homes, two industrial buildings, a new commercial building on Sand Hollow Road, a tenant
63 improvement for a pet hospital near Walmart, one duplex, and two twin-home buildings. He
64 also provided a year-to-year comparison. In 2025, the City issued permits for 345 single-family
65 homes compared to 289 in 2024; 125 townhomes compared to 142; 54 condos compared to
66 70; 31 commercial buildings compared to 56; 16 apartment buildings compared to 32; and 36
67 ADUs compared to 56. The total valuation for 2025 was just over \$131 million, compared to
68 \$132 million in 2024.

69 Darren Barney stated that the pickleball reconstruction project is progressing on schedule, with
70 electrical work expected to begin next week. He also reported an incident of vandalism at the
71 cemetery, where a headstone was damaged. The police have been notified, but the family has
72 not yet been contacted. Additionally, staff, in coordination with the Sheriff's Department,
73 successfully exhumed a body from the 1970s after a previous attempt was unsuccessful. This
74 allows the family to have closure, and they hope to gain leads on the circumstances. He added
75 that staff will soon begin fertilizing and reactivating the irrigation systems.

77 Councilman Ellerman asked about Ernie's and whether it would be rebuilt. Mr. Palmer
78 explained that the permit has been submitted and the building will be rebuilt soon, slightly
79 larger and with a walk-up window. Councilman Excell asked about the old Ace building. Mr.
80 Palmer stated that plans have been submitted, and although demolition was originally planned
81 for last October, they are still working with the State on the permit.

82 Tiffani Wright reported that demolition of the pool has begun. She added that staff will do the
83 initial walk-through with the contractor for the four-court gym tomorrow to review the
84 checklist. She also noted that baseball tournaments are scheduled every weekend until the
85 recreation department season begins. The City has hired American Frontier to replace the
86 Community Center roof, with work starting in April, and the concessions for the baseball season
87 have been leased out.

88 Cindy Beteag mentioned an email from the Water District about a reuse water tour in San
89 Diego. Council members interested in attending need to sign up by tomorrow. Councilman
90 Imlay and Austin Kimber confirmed they plan to go. She noted there are additional tours of
91 local water treatment plants available for the Council. Mrs. Beteag also stated that the
92 resolution for Planning Commission appointments was not included in the packet but is
93 available on the podium for review. Mayor Fawcett explained that he has asked Ralph Ballard
94 and Kelby Iverson to be reappointed, and Scott Hughes to replace Amy Werrett. Lastly, the
95 County is requesting approval for beer and wine at the fair, rather than just a beer garden.
96 Councilman Ellerman asked about the terms for Planning Commissioners; Mrs. Beteag clarified
97 that the resolution would reappoint the two members for an additional four years. Mayor
98 Fawcett added that the Council can discuss changes to the number of commissioners in the
99 future if desired.

100 Kaden DeMille announced that a ribbon cutting for the four-court gym will be held, though a
101 date has not yet been set. A groundbreaking ceremony for the pool is also planned once the
102 building is removed. He added that cost proposals for the police buildings have been received
103 and expects the team to be ready to begin construction drawings soon.

104 Councilman Imlay stated he is pleased to see the Community Center roof being repaired. He
105 noted that the legislature is in session and is proposing a \$1 per square foot fee for disposing of
106 solar panels. He added that they are researching alternatives for handling panels at the end of
107 their life, since they cannot be sent to the landfill.

108 Councilman Ellerman reported that there was no Fire District meeting due to a lack of quorum.
109 Mayor Fawcett recommended that the Council participate in the Water District tours of the
110 local reuse plants. He also discussed a property on Old Highway 91 located between Hurricane
111 City and Leeds but outside either city's limits. He stated that they approached the Water
112 District for approval. During the District meeting, he expressed concern about providing
113 services outside the city limits and asked whether the Council would consider annexation. The
114 owners prefer not to go through Leeds. The property is served by Rocky Mountain Power, and
115 the District has a water line nearby. Councilman Prete said he is open to annexation after a

116 careful cost analysis. Councilman Imlay noted that an agreement with Rocky Mountain Power
117 would be required to provide city services. Councilman Ellerman asked if it would strain
118 emergency services, and it was noted that another property owner would need to join to meet
119 annexation qualifications. Mayor Fawcett also mentioned an email regarding property owned
120 by the Shivwits near Maverik, noting there is a 30-day period for comments on the Tribe's fee-
121 to-trust application. If there are any concerns they should be addressed now. Dayton Hall
122 explained that the City has an agreement with the tribe for a contribution to offset impacts,
123 increasing 3% annually, with emergency services left for future discussion. The tribe also agreed
124 to comply with City zoning. He added that the City's consent is not required for approval of the
125 Tribe's fee-to-trust application, though it is considered. The agreement only goes into effect if
126 the application is granted and the property is retitled to be part of the reservation, and the
127 agreement addresses building inspections and regulations.

128 **6:00 p.m. - Call to Order –**

129 Mayor Fawcett welcomed everyone and called the meeting to order.

130 Prayer: Arthur LeBaron

131 Pledge: Councilman Ellerman

132 Declaration of any conflicts of interest

133 None

134 **Public Forum – Comments From Public**

135 **CONSENT AGENDA**

- 136 1. Consideration and possible approval of Resolution 2026-08 appointing Dave Imlay to the
137 Hurricane Valley Fire District Board
- 138 2. Consideration and possible approval of Resolution 2026-09 Appointing members to the
139 Planning Commission
- 140 3. Consideration and possible approval of Resolution 2026-10 Appointing members to the
141 Power Board
- 142 4. Consideration and possible approval of Resolution 2026-11 Appointing members to the
143 Water Board
- 144 5. Consideration and possible approval of Resolution 2026-12 Appointing members to the
145 Appeals Board
- 146 6. Consideration and possible approval of Resolution 2026-13 Appointing members to the
147 Beautification Committee
- 148 7. Consideration and possible approval of Resolution 2026-14 Appointing members to the
149 Airport Board
- 150 8. Consideration and possible approval of local consent for a beer and wine garden at the
151 Washington County Fair - Susi Lafaele
- 152 9. Consideration and approval of the assignment of hanger 8S 2E from James Rosser to
153 Grant and Josefina Ingram

154 10. Consideration and possible approval of the minutes of the Regular City Council Meeting
155 for December 18, 2025

156 Mayor Fawcett explained that the Washington County Fair is requesting local consent to allow a
157 beer and wine garden, rather than just beer. He also stated that all current board members are
158 being recommended for reappointment, with Scott Hughes replacing Amy Werrett on the
159 Planning Commission and Angie Erickson replacing Dave Imlay on the Power Board. He noted
160 that he believes Mac Hall may need to be reappointed to the Power Board and asked staff to
161 confirm.

162 Drew Ellerman motioned to approve consent agenda. Seconded by Amy Werrett. Motion
163 carried unanimously by a roll call.

164 **OLD BUSINESS**

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

168 Gary Cupp explained that this item was continued in December after the Council requested
169 provisions allowing accessory buildings in the front yard for larger lots. The original purpose of
170 the update was to clarify definitions, delete the casita and guest house definitions, and ensure
171 all structures still meet setbacks. Councilman Ellerman stated he is not in favor of front-yard
172 accessory buildings but recalled the Council had agreed on a one-acre minimum. Councilman
173 Prete suggested that one acre is too small and five acres too large, proposing a two-acre
174 minimum. Councilman Ellerman noted that the requirement for buildings to be 100 feet back
175 should be removed; Dayton Hall clarified that the 100-foot requirement was carried over in the
176 staff report but is not in the draft ordinance. Councilman Prete expressed concern about
177 allowing two separate ADUs in addition to the home and suggested limiting it to one separate
178 structure, with any second ADU being attached or internal. Mr. Hall explained that previous
179 Council action allowed two additional ADUs on lots of 0.8 acres or larger, either attached or
180 detached, and that the initial purpose of the proposed code update was to clarify the definition
181 of front yard. He added that this chapter was opened because the City was challenged legally
182 on the definition of front yards. Councilman Prete stated he preferred continuing the item to
183 address all issues at once. Councilman Ellerman stated he has no objection if the ADU is
184 attached to the home. Councilman Imlay agreed and recommended continuing the item to
185 discuss it further, noting he does not support ADUs in front yards. Mr. Hall stated that the
186 additional revisions now being contemplated by the Council would need to be noticed first and
187 go back to the Planning Commission after a public hearing for a recommendation. He
188 recommended approving the draft ordinance without the one-acre exception and then
189 directing staff on any additional changes, including size and number of ADUs and the
190 conditional use permit section. Councilman Ellerman added that ADU height and size should
191 also be restricted.

192 Joseph Prete motioned to approve Ordinance 2025-17 amending Title 10, Chapters 3, 12-17, &
193 37 regarding accessory buildings in front yards without the one-acre exception. Seconded by
194 Drew Ellerman. Motion carried unanimously by a roll call.

195 Mr. Hall stated that staff need direction on what the Council wants brought back. He noted that
196 Councilman Ellerman wants size restrictions on detached ADUs. He explained that under
197 current code, lots of 0.8 acres or larger can have a second ADU with a conditional use permit,
198 with no limits on size or whether it is attached or detached, though only one can be used for
199 short-term rentals. He asked if the Council wants to address second ADUs on properties.
200 Councilman Prete suggested limiting it to one separate structure, imposing height and size
201 restrictions, and only allowing front-yard ADUs on lots of two acres or larger. He does not
202 support allowing two ADUs on 0.8-acre lots but would be comfortable with two ADUs on lots of
203 two acres or larger. Councilman Imlay recommended limiting ADUs to 1,000 square feet or
204 smaller, while Councilman Prete preferred using a percentage of the main house's size rather
205 than a fixed square footage. Councilman Excell expressed concern that allowing multiple ADUs
206 could create a second dwelling without subdividing. Councilman Imlay agreed, noting potential
207 water and power issues. Councilman Ellerman suggested staff present both options for limiting
208 the size of ADUs for Council consideration, with one option being a set square footage
209 limitation and the other being a limit as a percentage of the primary home. Mr. Hall added that
210 some lots already have the equivalent of three separate houses, which creates infrastructure
211 challenges.

212 Mayor Fawcett confirmed that Mac Hall also needs to be reappointed to the Power Board, in
213 addition to the other appointments listed on the consent agenda. Joseph Prete made a
214 supplemental motion to the consent agenda to appoint Mac Hall to Power Board. Seconded by
215 Lynn Excell. Motion carried unanimously by a roll call.

216 2. Discussion and possible direction regarding the City's involvement with the
217 Washington County Fair - Ruffin Judd and Brandon Ipson

218 Brandon Ipson explained that a survey conducted two years ago showed where attendees were
219 coming from for the fair, which had over 60,000 visitors and an estimated \$5.8 million
220 economic impact on the community. He thanked the Council for their past participation and
221 noted that a community resource area will allow each city to showcase itself with a booth. He
222 provided Ruffin Judd as the contact for the booths. Mayor Fawcett expressed frustration that
223 the seed displays were removed. He would like to bring them back. He will work on securing
224 someone for the booth. Mr. Ipson asked for ideas to encourage community participation and
225 recognize the City. Councilwoman Werrett suggested inviting elementary school choirs to
226 perform and high school executive staff to compete, while Mayor Fawcett proposed an eating
227 competition. Mr. Ipson noted that the Commissioners waived the entrance fee this year in
228 honor of the 250th anniversary. Councilman Imlay suggested a culinary arts competition
229 between high schools, and Mr. Ipson added that a robotics team competition would also be a
230 good addition. Councilwoman Werrett recommended advertising on Instagram rather than
231 Facebook.

232 **NEW BUSINESS**

233 1. Presentation and discussion regarding the design and funding of a proposed skate park
234 - Dave Duffin

235 Dave Duffin, owner of Omega Ramps, presented the location for the future bike park. He
236 explained that he was given the master plan for the area to design a skate park within the
237 designated space. He shared two proposed plans, noting that both include the same skate park,
238 while the second plan adds a rest area with shade structures. Mr. Duffin presented the
239 estimated project cost of \$515,000 and a list of businesses that have verbally pledged
240 donations totaling \$152,135, including contributions from the high school welding program for
241 some structures. They are applying for a grant to cover 50% of the project and will seek
242 additional donations. The City is being asked to contribute up to 27% of the total cost, not
243 exceeding \$132,000.

244 Mayor Fawcett thanked Mr. Duffin for his work and explained that the City's budget runs July–
245 June, so funds would need to be allocated in the current budget year. He noted that much of
246 the recreation budget is already committed and asked if additional funding could be found.
247 Kaden DeMille also commended Mr. Duffin and questioned whether the \$40,000 engineering
248 estimate was for the skate park only. He noted that the site has significant elevation changes,
249 requiring engineering for the entire area to ensure it is done correctly. He recommended
250 adding a fence, which was not included in the cost estimate, and mentioned the potential need
251 for security cameras and bathrooms. He agreed with Mayor Fawcett that impact fee funds are
252 earmarked for the pool, but said if the Council supports the proposal, he could explore
253 financing while ensuring the engineering covers the full property. Darren Barney agreed on
254 fencing, citing past issues with bullying and vandalism at City skate parks, and noted the
255 importance of fitting the park into the overall master plan. Arthur LeBaron added that a
256 comprehensive grading plan is needed to ensure the project works as proposed. He noted that
257 St. George skate parks do not have fencing and suggested consulting other communities about
258 potential issues. He also recommended including a larger contingency in the predesign cost
259 estimates.

260 Councilman Imlay asked whether the park would be daylight-only or if conduit could be
261 installed for future lighting. Mr. Duffin stated they had considered lights but were trying to keep
262 costs down, noting that many skate parks are moving away from fences and using lights to help
263 regulate use. Mr. Barney added that the lights from the refurbished pickleball courts, currently
264 in storage, could be repurposed for this park. Councilman Ellerman noted that no estimate
265 exists for when improvements would begin but said Mr. Duffin's proposed cost is reasonable
266 compared to other parks. He asked about the preferred start timeline. Mr. Duffin stated the
267 grant decision would come around May; if the City secures funding now, construction could
268 begin once the grant is awarded, or they could wait until the next budget year, or do a hybrid
269 approach. Mr. DeMille asked when funds would be available if the grant is approved. Mayor
270 Fawcett noted there is typically a delay between approval and funding. Councilman Excell asked
271 how long the grant money could be spent. Mr. Duffin said usually one to one-and-a-half years

272 but his construction timeline would be just under three months. Councilman Excell confirmed
273 he would obtain letters from businesses documenting their in-kind contributions. Councilman
274 Ellerman asked about the likelihood of receiving the grant, and Tiffani Wright explained that
275 while the grant is competitive, applicants are encouraged to apply.

276 Councilman Prete stated he supports providing wholesome places for kids to play and have fun,
277 noting that past skate parks in Hurricane have not met that standard. He asked how to prevent
278 problems at the new park. Mr. Duffin replied that placing the park in front of houses and
279 surrounding it with other amenities, where people are always present, helps reduce issues. He
280 added that the park is designed with different zones for varying skill levels, attracting all ages
281 and parents with younger children. Councilman Prete asked about loitering laws and
282 enforcement. Chief Yates explained that parks are closed after dark, though kids often want to
283 skate in summer evenings. He stated that giving kids a designated place to go can help reduce
284 problems. He mentioned he has not discussed issues with St. George. He thinks that it's
285 beneficial to get kids active. Mayor Fawcett noted that the item is not on the agenda for a
286 decision and stated that the Council should first determine if funding is feasible if they are
287 interested in moving forward.

288 Councilman Imlay stated with all the money that has gone into recreation, the project not being
289 in the budget, and roads that need repaired, he was initially inclined not to approve it.
290 However, considering the planning, volunteer efforts, and donations, he has changed his mind.
291 Mayor Fawcett noted that approval depends on the funding source, as certain funds are
292 restricted to designated projects. Councilman Ellerman asked if the City had received higher-
293 than-expected RAP tax revenue. Mr. DeMille explained that revenues are roughly as projected,
294 noting they have been conservative in their estimates. He mentioned that the RAP tax is being
295 used for the pool bond payments over the next twenty years and that sales tax last month was
296 8% lower than last year, though this month is showing improvement. He noted the need to
297 ensure sufficient funds for engineering across the property and believes the requested amount
298 could be covered using impact fees. Mr. LeBaron added that he has applied for many grants in
299 the past and sometimes did not know where matching funds would come from. He suggested
300 writing a letter of support so Mr. Duffin can apply for the grant. Mayor Fawcett stated that if
301 the Council supports the project, he would recommend proceeding with the grant application
302 and reviewing the City's ability to commit funding in the coming week.

303 Councilman Prete stated he supports the project but noted safety as his top concern. He
304 suggested installing conduit for future lighting. He acknowledged the cost may exceed the
305 numbers presented but believes the project is important. Mr. DeMille asked about park access,
306 as the surrounding area is not yet developed. Mr. Duffin explained that the materials around
307 the skate park are as important as the park itself. He budgeted a perimeter sidewalk and noted
308 that donated rock will be placed around it. Councilman Excell added that if families are
309 expected, the sitting area at the top should be completed and cautioned about light placement
310 to avoid late-night use that could impact neighboring properties. He asked Mr. Duffin to obtain
311 pricing for the shade structures. Mayor Fawcett directed Mr. Duffin to proceed with the grant
312 application and stated he would provide a letter of recommendation.

313 2. Consideration and possible approval of a request for amendments to the Sky Rim
314 Development Agreement entered into on December 2, 2022; File No. GA26-01; Steward
315 Land Company, Applicant; Clark Conway, Agent.

316 Brad Brown explained that in 2022 they worked with the City in setting a vision for the Sky Rim
317 area. The parties signed a development agreement at that time. However, it is a different world
318 today compared to when it was approved. Costs have gone up. Formerly viable affordable
319 projects no longer prevail. There are three things in the agreement they want to discuss. They
320 are asking to reduce the density from 519 residential units to 467 in exchange for removing the
321 affordable housing requirements, increase the maximum height allowance, and modify the
322 setbacks. He explained they partnered with an experienced LIHTC developer and submitted
323 their project, but it was not awarded. He stated in today's environment LIHTC on this site is
324 highly unlikely without major changes to the development agreement. They are hoping they
325 can still provide that same intent. He presented numbers showing that his projected housing
326 costs would only be slightly higher than the original LIHTC project. Second, they request
327 allowing four-story apartments instead of three. This would not increase total units but would
328 improve construction efficiency and cost. He noted that the location is not a view corridor and
329 has no sensitive edge impacts. Third, they request a side setback variance of five feet on each
330 side for fifteen single-family lots, not the entire development. Previous assumptions made the
331 lots unbuildable, and the variance would allow better floor plans and more attainable pricing.
332 Councilman Excell asked about parking for recreational vehicles, and Mr. Brown stated there
333 are no plans for that yet. Mr. Brown concluded by stating they have made a good-faith effort
334 and want to achieve what is best for the City.

335 Mr. Cupp stated that the Planning Commission did not support allowing four-story buildings or
336 removing the affordable housing component. Councilwoman Werrett said she has no issue with
337 the proposed setbacks but noted that the Commissioners were unanimously opposed to
338 increasing building height. Regarding the affordable housing, she acknowledged the developer's
339 dilemma but noted that the Planning Commission felt it was part of the original agreement and
340 should be upheld. Councilman Ellerman pointed out that affordability was already challenging
341 in 2022 and is even worse now. He suggested setting a maximum height instead of limiting the
342 number of stories. Mr. Cupp explained that under the Code at the time the zoning was
343 changed, the developer would have been entitled to heights of 55 feet, but the Council had
344 included the three-story height restriction provision in the development agreement to limit the
345 height. Councilman Ellerman stated that four stories could fit under 55 feet. Dayton Hall
346 explained that under the current Code, the height in planned commercial zones is limited to 35
347 feet. Councilman Ellerman noted that Washington City raised limits to 45 feet, which proved
348 beneficial. Councilman Prete confirmed that an elevator would not be required for a four-story
349 building. Mayor Fawcett said he would need evidence that a four-story option would result in
350 more affordable units than three stories before he could support it. He noted that affordability
351 is often promised but rarely achieved and that he does not want taller buildings unless they
352 genuinely provide affordable units. Mr. Brown explained that there is no single solution; the
353 market is difficult to shift, and more supply is needed. Mayor Fawcett added that even with the

354 current number of units, affordability is still an issue, and everyone must collaborate to find a
355 solution. Mr. Hall explained that no formal agreement has been drafted yet and that if the
356 Council wants to move forward, the Council needs to give staff direction so draft changes to the
357 development agreement can be made and brought back for approval.

358 Dave Imlay stated he agreed with the Planning Commission recommendations and staff
359 comments. Councilman Imlay motioned to approve R1-4 setback standards for the single-
360 family lots but deny any changes to the affordable housing component or increasing the height
361 to four stories. Councilwoman Werrett confirmed the reason Councilman Imlay didn't grant the
362 five-foot setbacks is because of parking concerns. Seconded by Joseph Prete. Motion carried
363 with Joseph Prete, Dave Imlay, and Lynn Excell voting aye. Drew Ellerman and Amy Werrett
364 voted nay. Dayton Hall stated staff will make the approved changes in the agreement and bring
365 it back in two weeks for approval.

366 **3. Consideration and possible approval of awarding the bid for the secondary irrigation
367 water meter project phase II - Ken Richins**

368 Kory Wright explained that in 2024, the City received funding from the State to install
369 secondary meters. The first phase, completed that year, included 1,486 meters. Afterward, a
370 review revealed 198 additional meters that had not been accounted for. They met with the
371 Division of Water Resources and confirmed funding, including \$255,000 in escrow and \$441,000
372 from the ARPA grant. Bids were solicited for the project, with Feller Enterprises, who completed
373 the first phase, submitting the low bid again. The City will supply the meters, costing
374 approximately \$42,000. He confirmed that sufficient funds exist to complete the project and
375 that the Water Board has recommended approval.

376 Lynn Excell motioned to award the bid for the secondary irrigation water meter project phase II
377 to Feller Enterprise in the amount of \$287,094. Seconded by Amy Werrett. Motion carried
378 unanimously by roll call vote.

379 **4. Open and Public Meeting Act Training**

380 Training provided by the Utah State Auditor was shown regarding the rules for open and public
381 meetings.

382 **5. Mayor, Council, and staff reports**

383 Mayor Fawcett explained that the Water District has ultra water-efficient standards. While not
384 required, developments that meet them would pay a lower impact fee. The challenge isn't
385 billing but determining how to enforce and manage these standards. The District will leave that
386 decision to the City. Dayton Hall clarified that participation would be discretionary. Builders
387 would need to commit to meeting the standard, constructing homes that use no more than
388 8,000 gallons of water per month. This would require restrictions on pools and minimal outdoor
389 landscaping, and the City would be responsible for enforcement. He noted that the
390 development approval process would need to be amended to include these standards in plat
391 approvals, as well as ongoing monitoring. He stated another thing to consider is that the City

392 just passed its secondary water impact fee, we are assuming most of the city will have
393 secondary water, and there are two service areas where the City has committed to buying the
394 water for secondary irrigation. He mentioned it was discussed that it could be done on a case-
395 by-case basis, but he has concerns with that approach. Another option would be to only permit
396 these ultra-efficient developments outside the area where we have committed to buying the
397 water, but we would still require them to put irrigation lines in the street to connect to the next
398 property. Also, if they have a park or common area then they need to run irrigation to those
399 areas. He stated the District wants to know if the City wants to participate and if we do then we
400 need to start implementing it into our code. Mayor Fawcett noted that once a property
401 commits to ultra-efficient standards, it shouldn't be altered later, such as by adding a pool,
402 which would undermine the lower impact fee. Councilman Imlay supported the idea but
403 suggested stronger penalties for noncompliance. Councilman Ellerman noted that many above-
404 ground pools don't require permits, which would complicate enforcement, though he liked the
405 fee incentive. Mayor Fawcett stated a decision is not required tonight--he is just seeking
406 feedback. Councilman Prete called it a creative concept but expressed concern about limiting
407 future homeowner rights. Councilman Ellerman noted that many residents already use less
408 than 8,000 gallons per month. Mr. Hall recommended that standards be established before
409 developers begin requesting approval of ultra water efficient developments.

410 Councilman Excell reported that seven youth attended Legislators' Day at the Capitol. He
411 praised Brad Last for providing a fantastic tour and said it was a valuable experience for the
412 participants.

413 Councilman Prete announced that he received a flyer inviting the Council to the grand
414 reopening of My Place Hotel on the 12th from 4 to 6 p.m.

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

416 A closed meeting was not held.

417
418 **Adjournment:** Joseph Prete motioned to adjourn at 8:37 p.m. Seconded by Dave Imlay.
419 Motion carried unanimously.

420

1 Minutes of the Hurricane City Council special meeting held on January 05, 2026, in the Council
2 Chambers at 147 North 870 West, Hurricane, Utah at 4:30 p.m.

3 **Members Present:** Mayor Clark Fawcett and **Council Members:** Drew Ellerman, Dave Imlay,
4 and Lynn Excell.

5
6 **Members Excused:** Joseph Prete

7
8 **Also Present:** City Manager Kaden DeMille, City Attorney Dayton Hall, Police Chief Kurt Yates,
9 City Planner Gary Cupp, Assistant Planner Fred Resch III, City Engineer Arthur LeBaron, HR
10 Director Sel Lovell, and City Recorder Cindy Beteag.

11
12 **AGENDA**

13 **4:30 p.m. Call to Order**

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

15 Prayer: Willie Billings

16 Thought: Nanette Billings

17 Pledge: Arthur LeBaron

18 Mayor Billings expressed her appreciation to the department heads, Council, and citizens,
19 noting that she has greatly enjoyed working with everyone over the past six years.

20 **NEW BUSINESS**

21 1. Swearing-In Ceremony of new Council members and Mayor

22 Clark Fawcett was sworn in as Mayor and Lynn Excell and Dave Imlay were sworn in as Council
23 members by City Recorder Cindy Beteag.

24 Mayor Clark Fawcett thanked Nanette Billings for her hard work and support, as well as Kevin
25 Thomas and David Hirschi for their service on the Council. He recognized Trinity Stout's children
26 as his biggest cheerleaders during his campaign and expressed his gratitude for their support.
27 He also recognized his grandson for his support. Mayor Fawcett concluded by thanking the
28 citizens and stating that he will do his best to serve the community.

29 Councilman Lynn Excell thanked Mayor Fawcett, the former Mayor, and the Council for their
30 service to the community. He expressed appreciation to his wife and children for their support
31 and thanked his current employers and everyone in the room for their help and
32 encouragement. He said he looks forward to working with the Council and staff, noting that
33 Hurricane is a great place, and also thanked Councilman Imlay for his support.

34 Dave Imlay thanked his wife for her support and encouragement. He stated that he wants to
35 give back to the community. He thanked the citizens for their support and noted that his door is
36 always open as he strives to stay fully informed on the issues.

2. Consideration and possible approval of Resolution 2026-01 Approving the submission of an application to the Land and Water Conservation Fund (LWCF) for funding to acquire the H property

40 Arthur LeBaron explained that an 83 acre property, which includes the "H," is for sale and that
41 the Council has discussed acquiring the property for some time. A grant opportunity is available
42 with an application deadline on January 15, and a Resolution in support of the purchase is
43 required in order to apply. Mayor Fawcett noted that the grant includes certain conditions but
44 clarified that they would not prohibit the City from using the property as it sees fit. Mr. LeBaron
45 stated that the City has not developed a specific plan for the property other than preserving the
46 "H" and having the ability to light it. Beyond that, the intent is to keep the land largely
47 undeveloped to protect the viewshed, with only minimal improvements such as a restroom,
48 pavilion, and parking area. Mayor Fawcett expressed support for planning around a future
49 master-planned road. Mr. LeBaron explained that the land needed for the future road would be
50 segregated so it would not be encumbered by the grant and noted that current access to the
51 property is through a prescriptive easement. Councilman Imlay asked whether the grant would
52 cover the full asking price of the property. Mr. LeBaron responded that it would not; the grant
53 would cover approximately half of the purchase price, plus \$30,000 for appraisal and closing
54 costs, for a total grant amount of \$415,000, with the City responsible for the remaining balance.
55 Kaden DeMille stated that funds had been set aside for the purchase, but the City now believes
56 those funds may be better used toward a pool grant. He will explore alternative funding options
57 for this project. Mr. LeBaron added that his understanding is the grant would be awarded in the
58 first half of the year and paid out in the second half. Councilman Ellerman asked whether the
59 asking price had been verified. Mr. LeBaron stated that staff reviewed the County Assessor's
60 records and that a Yellow Book appraisal is required; if the appraisal does not support the
61 asking price, the City would be able to counteroffer.

62 Drew Ellerman motioned to approve Resolution 2026-01 Approving the submission of an
63 application to the Land and Water Conservation Fund (LWCF) for funding to acquire the H
64 property. Seconded by Lynn Excell. Motion carried unanimously by a roll call vote.

65 Mayor Fawcett announced that the vacant Council seat will be opened tomorrow. He stated
66 that a special meeting is scheduled for January 29 to interview the candidates and confirmed
67 that the Council is comfortable conducting all interviews that evening and voting the same
68 night. He added that he will provide the Council with the list of applicants in advance in case
69 members wish to contact candidates beforehand. Mayor Fawcett noted that, because the
70 meeting is public, candidates cannot be required to leave the room; however, he will ask them
71 to step out during the interview of each candidate. The Council agreed to keep the application
72 period open until the January 21 at 5:00 p.m.

74 Kaden DeMille read an email inviting the new Mayor and Council to a lunch meeting with the
75 Board of Education, with an RSVP requested by next week. Mayor Fawcett and
76 Councilmembers Ellerman and Imlay confirmed they would be able to attend.

77

78 **Adjournment:** Drew Ellerman motioned to adjourn at 5:35 p.m. Seconded by Dave Imlay.
79 Motion carried unanimously.

DRAFT

1 Minutes of the Hurricane City Council meeting held on January 29, 2026, in the Council
2 Chambers at 147 North 870 West, Hurricane, Utah at 6 p.m.

3 **Members Present:** Mayor Clark Fawcett and **Council Members:** Drew Ellerman, Joseph Prete,
4 David Imlay, and Lynn Excell.

5
6 **Also Present:** City Manager Kaden DeMille, City Attorney Dayton Hall, Police Chief Kurt Yates,
7 Assistant Planner Fred Resch III, Water Supervisor Kory Wright, and City Recorder Cindy Beteag.
8

9 **AGENDA**

10 **6:00 p.m. - Call to Order –**

11 Mayor Fawcett welcomed everyone and called the meeting to order. He thanked all the
12 candidates who applied to fill the vacancy on the City Council, noting that there are many
13 strong candidates. He expressed his appreciation for their willingness to serve the community.

14 Prayer: Drew Ellerman

15 Pledge: Lynn Excell

16 **NEW BUSINESS**

17 1. Consideration and possible approval of Procedures for Filling a Vacancy on the
18 Hurricane City Council

19 Dayton Hall explained that both the Council and the candidates were provided with a draft of
20 the proposed procedures. He stated there are eleven candidates, listed in order according to
21 the master ballot list from the last election. The proposed procedure is to excuse all candidates
22 except the one currently being interviewed. Mayor Fawcett noted that family members are
23 present and asked that no information be passed to candidates waiting in the hallway. Mr. Hall
24 explained that there will be a fifteen-minute break after Candidate #6, and that each interview
25 will be limited to fifteen minutes. He asked each candidate to finish their sentence at the end of
26 the allotted time and then conclude. After all interviews are completed, all candidates will be
27 invited back into the room, at which point the Council may deliberate and begin the voting
28 process. Mr. Hall outlined the voting process, including the number of votes required for
29 selection and the procedure for breaking a tie. Mayor Fawcett noted that during the previous
30 vacancy four years prior, the Council voted for two candidates in the first round and asked
31 whether that approach would be allowed. Mr. Hall responded that State code has changed and
32 based on his interpretation, that method is no longer permitted. He further stated that secret
33 ballots are not allowed and that a public record of each Councilmember's vote is required
34 during a public meeting. Votes will be written and handed to the Mayor, who will read them
35 aloud. Councilman Prete stated that he does not like the change and prefers the ability to vote
36 for more than one candidate in the first round.

37 Dave Imlay motioned to approve the Procedures for Filling a Vacancy on the Hurricane City
38 Council as written. Seconded by Joseph Prete. Motion carried unanimously.

39 2. Interview candidates that have applied to fill the vacancy on the Hurricane City
40 Council

41 The candidates were asked to leave the room, after which the Council invited each candidate
42 back individually and allowed fifteen minutes for their presentation and interview in the
43 following order.

44

45 Emily Butler

46 Amy Werrett

47 Karl Rasmussen

48 Mark Sampson

49 Kimberly Lytle

50 Kevin Thomas

51

52 Council took a fifteen-minute break.

53

54 Douglas Thornton

55 Harmony Vanderhorst

56 Michael Hirschi

57 Scott Hughes

58 Frank Durkin

59

60 3. Appointment of a candidate to fill a vacancy on the Hurricane City Council to a
61 term ending on the first Monday of January 2028

62 Councilman Prete stated that he was present four years ago when the Council faced the same
63 process and described it as a “brutal task.” He appreciated that last time they were able to vote
64 for two candidates, noting that he had voted for two who were not selected, which caused a
65 small rift with the person ultimately appointed. While he knows all the candidates well, he
66 highlighted that personal friendship cannot be the reason for his vote. He listed the many
67 factors he would consider in making his decision and acknowledged that being limited to
68 selecting just one candidate does not fully represent how he feels. He expressed hope that
69 those not selected would consider serving again in the future. Councilman Ellerman shared that
70 he understands what the candidates are feeling, having been in their position four years ago.
71 He knows most of the candidates and appreciated the opportunity to get to know the others.
72 He has read all the applications and enjoyed getting to know each candidate. He thanked all the
73 candidates for putting themselves forward. Mayor Fawcett remarked that, unlike a typical
74 election where voters select two, this process requires choosing only one candidate, which can
75 make the decision difficult. He encouraged those not selected to run again in the future.
76 Councilman Imlay agreed that it is a very difficult decision and stated that he will vote for a
77 candidate who aligns with the platform on which he ran. Councilman Excell acknowledged the

78 difficulty of the decision, noting that one candidate will be pleased while the others may be
79 disappointed. He described the Council as “one of the greatest teams” and expressed that
80 many of the candidates are his friends, making the choice tough. Like Councilman Imlay, he will
81 vote for someone who aligns with his platform. He thanked all the candidates for their
82 willingness to serve and encouraged those not selected to run again.

83 Mayor Fawcett called for a vote and the Council Members voted as follows: Dave Imlay voted
84 for Amy Werrett; Drew Ellerman voted for Kimberly Lytle; Joseph Prete voted for Scott Hughes;
85 and Lynn Excell voted for Amy Werrett. With two votes, Amy Werrett had the most votes and
86 advanced to a second round of voting. Kimberly Lytle and Scott Hughes were tied for second
87 place with one vote each, and Mayor Fawcett cast his vote for Kimberly Lytle to break the tie,
88 advancing Kimberly Lytle to a second round of voting.

89 Mayor Fawcett called for a vote between the two remaining candidates. Before voting,
90 Councilman Prete asked Kimberly Lytle a follow-up question about her values and why she
91 believes she is a good fit for Hurricane. Mrs. Lytle explained that when her family first moved to
92 the area, they rented for three years to ensure it was the right fit. She emphasized that
93 Hurricane has now become home and that she values the city’s close-knit, loving, and
94 welcoming community—qualities that drew her here and to which she hopes to contribute.

95 Mayor Fawcett called for a vote and the Council Members voted as follows: Drew Ellerman
96 voted for Kimberly Lytle; Lynn Excell voted for Amy Werrett; Joseph Prete voted for Amy
97 Werrett; and Dave Imlay voted for Amy Werrett. With three votes, Amy Werrett won by
98 majority vote.

99 **4. Swearing-In of the new Council member**

100 Amy Werrett was sworn in by City Recorder Cindy Beteag

101 **Adjournment:** Lynn Excell motioned to adjourn at 9:42 p.m. Seconded by Amy Werrett.
102 Motion carried unanimously.



HURRICANE CITY **UTAH**

STAFF COMMENTS

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

Discussion:

Updated discussion for 2/19/2026: **This item was heard at the December 18, 2025, City Council meeting where it was continued to allow staff to prepare a draft development agreement that describes the density that will be allowed for the development, and also to ensure that adequate public facilities and paved access are provided prior to approval of any future entitlements, such as preliminary plats.** --**Gary Cupp**

Previous Discussion

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.

--**Gary Cupp**

Property Information

Property Size – approx. 40 acres
Current Zoning – A-5
General Plan – Planned Community
Existing Development – None, vacant land

Findings:

Staff finds that the request does not adequately satisfy the four approval standards for zone changes:

1. Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies? The zone change complies with the General Plan Map designation of Planned Community for the area.

2. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity? While the proposal is not fully harmonious with surrounding properties, much of which remains agricultural or low-density residential, it is anticipated to better align with future planned developments nearby once those are constructed.

3. Will the proposed amendment adversely affect the adjacent property? This finding is largely dependent upon future development patterns for the areas surrounding the project site. For instance, the proposed zone change could be considered an adverse impact if the wider area is, and remains, actively agricultural. Alternatively, if the neighboring agriculturally zoned parcels are not being actively farmed and the development trajectory in the vicinity continues to trend toward residential development, which is ultimately expected for the project area over time, the proposed zone change is not likely to have an adverse impact.

4. Are public facilities and services adequate to serve the subject property? Public services and utilities exist in the broader region, but this specific parcel is isolated from those services, thus raising concerns about infrastructure availability. Paved secondary access has not been provided; therefore, staff cannot make the required finding that public facilities are adequate to serve the project site at this time (see HCC sections 9-6-3(B) and 10-37-4).

Recommendation:

While the application has merits related to its consistency with the General Plan Map and the pattern of planned developments in the surrounding area, the site is lacking a dedicated paved second access road. Therefore, staff recommends denial due to the lack of public facilities pursuant to HCC 9-6-3(B) and 10-37-4.

Attachments:

1. 260212 Andrew Hall Zone Change - Development Agreement - Agenda Item Summary
2. 260213 Development Agreement for Andrew Hall Zone Change (final clean)
3. Final Exhibit B - Demonstrative Exhibit - 2026.02.13
4. Staff Comments Ordinance ZC25-16 located at approximately 2241 S 5400 West
5. Copy of ZC25-16
6. PecanValleyNarrative-251027
7. ZC25-16 Andrew Hall PC Staff Report

8. Copy of Comments for City of Hurricane
9. Copy of Public hearing comments
10. Copy of Beverley Heffernan
11. Current Zoning Map
12. Proposed Zoning Map



AGENDA ITEM SUMMARY

TO: Hurricane City Council
FROM: Dayton Hall, City Attorney
DATE: February 12, 2026
RE: Consideration and possible approval of a 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.

I. OVERVIEW

The Council discussed this zone change application on December 18, 2025, but the item was continued to the Council meeting on February 19, 2026. The applicant is seeking to rezone 40 acres in the Pecan Valley area. The property is currently zoned as Agricultural 5 acre lots, and the applicant is requesting a mix of R1-6 and R1-8 zoning (6,000 and 8,000 square foot lots). The Pecan Valley area is currently served by only one improved emergency access, but the Fire Code requires that, based on the number of units in the area, the area requires two improved accesses. Despite this, the Council decided last year to allow any developments that had preliminary plat approval to proceed with development, but the Council directed that no more zone changes or preliminary plat approvals should be granted until the Fire Code requirement of a second improved access was met. The most likely route for a second access is an extension of Dixie Springs Drive west from Sand Hollow Road and through the Pecan Valley Resort.

At the Council meeting on December 18, 2025, some Council members indicated that they were open to a conditional zone change approval if development could not commence until the second improved access was in place. The mechanism to grant a conditional zone change is a development agreement. Based on the December 18, 2025 discussion, a development agreement has been prepared for the Council's consideration.

II. KEY TERMS OF THE DRAFT DEVELOPMENT AGREEMENT

1. A conditional zone of [*zone to be determined by Council*] will be granted.
2. A preliminary plat for the property may be submitted and reviewed by the City, but no preliminary plat may be approved until the necessary rights-of-ways for the second access have been dedicated to the City.
3. After the right-of-way dedication and the approval of a preliminary plat, construction drawings may be submitted and reviewed by the City, but no construction drawings may be approved (and no authorization to begin subdivision construction may be granted) until the second access improvements have either been bonded for or installed.
4. The second access right-of-way dedications and the construction of the second access must be completed before the recording of a final plat.

III. ZONING

Regarding the potential rezoning of the property, there was no consensus of the Council on December 18, 2025 regarding the appropriate zoning for the property. There was discussion about the agricultural nature of the area and the adjacent agricultural uses, suggesting that maintaining a smaller-lot agricultural zone may be appropriate. There was also discussion about capping the total number of units at 160, zoning the east portion of the property adjacent to the resort as R1-6, and zoning the west portion adjacent to the agricultural properties as R1-8. The latter discussion seemed to be prevalent, so draft language is included in the agreement changing the zone to the R1-6/R1-8 zone as requested by the applicant. The ultimate zoning, including the option to deny the zone change request, is up to the discretion of the Council. The Planning Department's staff report includes more details regarding the zoning analysis and the Planning Department's recommendations.

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

APN: H-4138-J

DEVELOPMENT AGREEMENT FOR ANDREW HALL PROPERTY

This Development Agreement For Andrew Hall Property (“Agreement”) is made and entered as of the 19th day of February, 2026 (the “Effective Date”), by and between HURRICANE CITY, a Utah municipal corporation (hereinafter referred to as the “City”) and THOMAS A. BLAKE, Trustee of the Blake Family Trust, dated May 3, 1995 (“Developer”). The City and Developer are referred to collectively as the “Parties.”

RECITALS

- A. Developer is the owner of land located within Hurricane City as is more particularly described on **EXHIBIT A**, attached hereto and incorporated by reference (the “Property”).
- B. An application to rezone the Property from Agricultural A-5 to a combination of Single Family Residential R1-8 and R1-6 has been submitted to the City.
- C. The Hurricane City Council, pursuant to the terms and conditions of this Agreement, seek to approve the rezone application.
- D. All applicable notices were given and public hearings held to satisfy the requirements to rezone the Property and for the Parties to enter into this Agreement.
- E. The terms of this Agreement were approved and authorized by the City Council at a regularly scheduled City Council meeting held on February 19, 2025.
- F. This Agreement is a development agreement authorized by Utah Code section 10-20-508, as amended.
- G. The purpose of this Agreement is to amend the zoning map and clarify the lack of adequate public facilities and access; no entitlements are granted or intended, and this Agreement restricts certain development rights due to the lack of public facilities.

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 Developer agree as follows:

1. Incorporation. The above recitals are incorporated by reference herein.

2. Zoning. [There was no consensus by the Council regarding zoning at the 12/18/25 meeting, and there was some opposition expressed to the R1-6 and R1-8 zoning given the agricultural nature of the area. However, this language assumes Council approval of the requested zoning. The Council is free to deviate from the requested zoning in this agreement, if the applicant agrees. If an agreement regarding zoning cannot be reached, the Council may exercise its discretion to deny the requested zone.] Pursuant to this Agreement, the zoning for the Property is changed to a combination of Single Family Residential R1-8 and R1-6. The total number of lots on the Property is limited to 160. The portion of the Property zoned R1-6 shall be located generally on the east portion of the Property, consisting of approximately 15.5 acres. The portion of the Property zoned R1-8 shall be located generally on the west portion of the Property, consisting of approximately 24.5 acres.
3. Compliance with Federal Code; Utah Code; City Code; and City Standards, Manuals, and Specifications. Except as expressly stated, this Agreement in no way waives or limits the requirements of Developer to comply with all applicable federal laws and regulation, Utah codes and regulations, City Codes, and City Standards, Manuals, and Specifications, including but not limited to infrastructure construction, Fire Code, access, adequacy of public facilities, setback requirements, minimum lot sizes, building height requirements, lot coverage requirements, and all other zoning requirements. Unless expressly waived under the terms of this Agreement, Developer shall comply with all applicable laws, regulations, and codes.
 - a. Lack of Adequate Public Facilities. Developer acknowledges that the Property currently lacks certain public facilities necessary for further development, including adequate access under the Fire Code and the availability of certain utilities. This Agreement does not require City approval of any further land use applications until such time that such public facilities meet the City's requirements.
 - b. Dedication Requirements Prior to Preliminary Plat Approval. The Parties acknowledge that certain real property must be dedicated to the City to enable Fire Code access, ingress and egress, and utility service. The Parties anticipate that the required dedications include the following:
 - i. Dixie Springs Extension: the natural extension of Dixie Springs Drive, 77.0 feet wide, across parcel H-4136-D-SLL, approximately between parcel H-RSDS-1A-6 in the Red Sands at Desert Sands subdivision, running southwest to the centerline of 5140 W (parcel H-4136-D-SLL's west boundary).
 - ii. 5140 W Extension: The westernmost 33.50' of parcel H-4136-D-SLL, only between the new intersection of Dixie Springs Drive and 5140 W, northward to the northwest corner of parcel H-4136-D-SLL, together with a 33.50' wide property beginning at the southeast corner of parcel H-4138-B-1, and following the line of S 5140 W northward, until it meets W 2520 S between parcels: H-4-2-15-114, H-4138-B-2, & H-4-2-15-113, then

westward along W 2520 S until it meets S 5210 W, recognizing that portions of the dedication have already occurred.

- iii. 5210 W: Beginning at the intersection of S 5210 W and W 2520 S, southward onto parcel H-4-2-15-113 & H-4138-B-1, to a point approximately 460 feet south of the intersection, then westward along a new road across the northern end of parcel H-4138-L, to the east property line of the Property (parcel H-4138-J), including 45 feet minimum of total right of way, recognizing that portions of the dedication have already occurred.
- iv. New Road: Beginning at a point approximately 955 feet south of the intersection of S 5140 W and W 2520 S, westward across parcels H-4138-B-1 and H-4138-E between and connecting S 5140 W and the east property line of the Property (parcel H-4138-J), including 45 feet minimum of total right of way.

The dedications to the City anticipated in this section are referred to herein as the “Required Dedications.” No preliminary plat for the Property may be approved by the City until the Required Dedications, or a variation approved by the City, have been fully completed; provided, however, that the City may accept a preliminary plat application and begin the review process prior to the completion of the Required Dedications.

- c. Bonding for Roadway Improvements Prior to Subdivision Construction Drawing Approval. The Parties acknowledge that certain roadway improvements must be bonded for (or completed and accepted by the City) prior to the City’s approval of construction drawings and the issuance of a notice to proceed for subdivision improvements on the Property. The Parties anticipate that the required improvements include the following:
 - i. Dixie Springs Drive: the natural extension of Dixie Springs Drive across parcel H-4136-D-SLL, approximately between parcel H-RSDS-1A-6 in the Red Sands at Desert Sands subdivision, running southwest to the line of S 5140 W, shall be improved with 32 feet of asphalt and shall include the relocation of the 12” waterline.
 - ii. 5140 W Extension: The extension of S 5140 W from the southeast corner of parcel H-4138-B-1, then northward, until it meets W 2520 S between parcels: H-4-2-15-114, H-4138-B-2, & H-4-2-15-113, then westward along W 2520 S until it meets S 5210 W, shall be improved with 32 feet of asphalt and shall include the partial relocation of the 12” waterline.
 - iii. 5210 W: Beginning at the existing 5210 W improvements on parcel H-4138-B-1’s north boundary, then south to a point approximately 460 feet south of the intersection of S 5210 W and W 2520 S, then westward along a new road across the northern end of parcel H-4138-L, to the east property line of Parcel H-4138-J, shall be improved with 32 feet of paved road and water main.

- iv. New Road: Beginning at a point approximately 955 feet south of the intersection of S 5140 W and W 2520 S, westward across parcels H-4138-B-1 and H-4138-E between and connecting S 5140 W and the east property line of Parcel H-4138-J, shall be improved with road base and water main, or as approved by the City.

The improvements anticipated in this section are referred to herein as the “Required Improvements.” No construction drawings or subdivision improvement plans for the Property may be approved by the City until the Required Improvements, or a variation approved by the City, have been fully bonded for based on an engineer’s estimate acceptable to the City; provided, however, that the City may accept and begin reviewing construction drawings or subdivision improvement plans prior to the bonding for the Required Improvements. The form of surety for bonding shall meet the requirements Hurricane City Code section 10-39-13. Alternatively, the Required Improvements may be constructed and accepted by the City. A demonstrative exhibit showing the Required Dedications and Required Improvements is attached hereto as **EXHIBIT B**.

- d. Roadway Improvements Completed Prior to Recording of Subdivision Plat for Property. The Parties acknowledge that the Required Dedications must be completed and that the Required Improvements must be completed and accepted by the City prior to the recording of any subdivision plat on the Property.
4. Reimbursement for Improvements. Pursuant to Title 9, Chapter 6 of the Hurricane City Code (the “Construction of Public Facilities Code”), a portion of the Required Improvements may be eligible for reimbursement through the issuance of impact fee vouchers. Any request for reimbursement will be governed by the Construction of Public Facilities Code. This Agreement imposes no independent obligation on the City to issue reimbursement for the dedication of the Required Dedications or the construction of the Required Improvements.
5. Vested Rights. This Agreement creates no vested rights in favor of Developer. This Agreement amends the zoning of the Property and places development restrictions on the Property due to the inadequacy of public facilities, which limitations and restrictions are expressly agreed to by the Parties.
6. Expiration. This Agreement shall automatically expire unless an application for a preliminary plat approval is approved on any portion of the Property on or before December 31, 2030. Upon the expiration of this Agreement pursuant to this section, the zoning of the Property shall automatically revert to Agricultural A-5.
7. Third Party Rights. Except for the Developer, the City, and other parties that may succeed Developer on title to any portion of the Property, this Agreement shall not create any rights in and/or obligations to any other persons or parties.

8. *Agreement to Run with the Land.* This Agreement shall be recorded in the Office of the Washington County Recorder against the Property and is intended to and shall be deemed to run with the land and shall benefit and be binding on all successors in the ownership of any portion of the Property.
9. *Authority.* Each Party warrants and represents that they have the authority to execute this Agreement in the capacities indicated.
10. *Representation by Counsel; Construction.* Developer has had a full and fair opportunity to consult with counsel regarding the terms and conditions of this Agreement. This Agreement has been reviewed and revised by legal counsel for both the City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.
11. *Governmental Immunity.* The Parties agree that the City is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953, as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparative legislation enactment, including with limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by City under this Agreement are expressly limited to the amounts identified in the Act.
12. *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.
13. *Non-Liability of City Officials and Employees.* No officer, representative, consultant, attorney, agent or employee of the City shall be personally liable to Developer, or any successor in interest or assignee of Developer, for any default or breach by the City, or for any amount which may become due to 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.
14. *Default and Remedies.* In the event of default, the non-defaulting Party shall be entitled to the court's imposition of specific performance and/or injunctive relief, but not monetary damages.

CITY:

HURRICANE CITY, a Utah Municipal Corporation

By: _____
Mayor Clark Fawcett

THOMAS A. BLAKE, Trustee of the Blake Family Trust, dated May 3rd, 1995:

Thomas A. Blake, Trustee

STATE OF UTAH)
:ss)
COUNTY OF WASHINGTON)

On the ____ day of _____, 2026, personally appeared before me **Clark Fawcett**, who being by me duly sworn, did say that he is the Mayor of Hurricane City, a Utah municipal corporation, and that the within and foregoing instrument was signed on behalf of said corporation with proper authority and duly acknowledged to me that he executed the same.

Notary Public

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the _____ day of _____, 2026, personally appeared before me Thomas A. Blake, who being by me duly sworn, did say that he executed the foregoing document.

Notary Public

EXHIBIT A

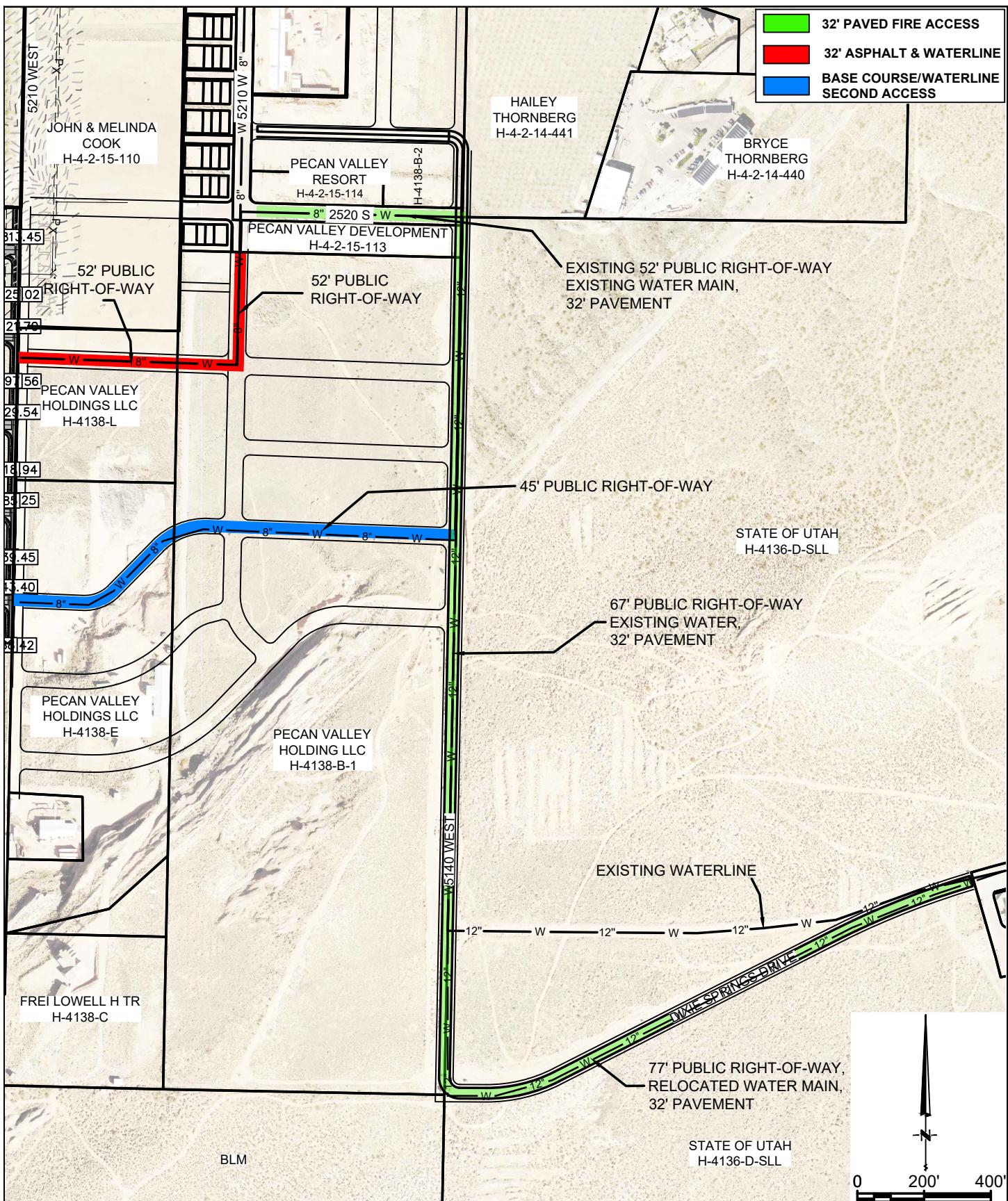
LEGAL DESCRIPTION OF PROPERTY

Beginning at the Center Corner of Section 15, Township 42 South, Range 14 West, Salt Lake Base and Meridian, and running thence North 01°03'22" East along the quarter section line 1316.06 feet to the Center-North Sixteenth Corner; thence South 88°33'58" East along the sixteenth section line 1325.61 feet to the Northeast Sixteenth Section Corner; thence South 01°05'29" West along the sixteenth section line 1313.15 feet to the Center-East Sixteenth Corner; thence North 88°41'30" West along the quarter section line 1324.78 feet to the point of beginning.

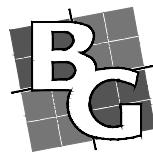
Containing 1,742,080 square feet or 39.99 acres.

EXHIBIT B

**DEMONSTRATIVE EXHIBIT SHOWING THE REQUIRED DEDICATIONS AND
REQUIRED IMPROVEMENTS**



PECAN VALLEY EXHIBIT B
PECAN VALLEY RESORT
LOCATED IN HURRICANE, UTAH



BUSH & GUDGELL, INC.

Engineers - Planners - Surveyors

205 East Tabernacle Suite #4

200 East Tabernacle Gate #1
St. George, Utah 84770

Phone (435) 673-2337 / Fax (435) 673-3161



HURRICANE CITY UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a 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.

Discussion: Updated discussion for 2/19/2026: **This item was heard at the December 18, 2025, City Council meeting where it was continued to allow staff to prepare a draft development agreement that describes the density that will be allowed for the development, and also to ensure that adequate public facilities and paved access are provided prior to approval of any future entitlements, such as preliminary plats.** --Gary Cupp

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.

Property Information

Property Size – approx. 40 acres

Current Zoning – A-5

General Plan – Planned Community

Existing Development – None, vacant land

Findings: Staff finds that the request does not adequately satisfy the four approval standards for zone changes:

- 1. Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies?* The zone change complies with the General Plan Map designation of Planned Community for the area.
- 2. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity?* While the proposal is not fully harmonious with surrounding properties, much of which remains agricultural or low-density residential, it is anticipated to better align with future planned developments nearby once those are constructed.
- 3. Will the proposed amendment adversely affect the adjacent property?* This finding is largely dependent upon future development patterns for the areas surrounding the project site. For instance, the proposed zone change could be considered an adverse impact if the wider area is, and remains, actively agricultural. Alternatively, if the neighboring agriculturally zoned parcels are not being actively farmed and the development trajectory in the vicinity continues to trend toward residential development, which is ultimately expected for the project area over time, the proposed zone change is not likely to have an adverse impact.
- 4. Are public facilities and services adequate to serve the subject property?* Public services and utilities exist in the broader region, but this specific parcel is isolated from those services, thus raising concerns about infrastructure availability. Paved secondary access has not been provided; therefore, staff cannot make the required finding that public facilities are adequate to serve the project site at this time (see HCC sections 9-6-3(B) and 10-37-4).

Recommendation: While the application has merits related to its consistency with the General Plan Map and the pattern of planned developments in the surrounding area, the site is lacking a dedicated paved second access road. Therefore, staff recommends denial due to the lack of public facilities pursuant to HCC 9-6-3(B) and 10-37-4. – Gary Cupp



HURRICANE CITY Hurricane City
UTAH

Application

Application Accepted Date: 05/29/2025		
Type of Improvement: Zone Change Application		
Description: Buying property and wanting to change it from A5 z		
Bldg. Address: Pecan Valley		
City: Hurricane City	State: UT	Zip: 84737
Subdivision: Unnamed -	Phase: unnumbered	
Block: Lot #:	Parcel ID #:	H-4138-J
Zone: Hurricane City - A5		
Property Owner: Andrew Hall - in the process		
Permit Contact: Andrew Hall	P:(435) 256-5111	
Email: andrew.ashexcavating@gmail.com		

CONTACT INFORMATION

General Contractor: Andrew Hall		
License #: 10794131-5501	P: (435) 256-5111	
Address: 1921 W 5780 N		
City: St. George	State: UT	Zip: 84770
Email: andrew.ashexcavating@gmail.com		

APPLICATION DETAILS

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

APPROVALS	DATE	INFO

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

APPLICATION NUMBER:	PLANZC25-16
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This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I here-by certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury. Maintenance Deposit is refundable after final inspection if: 1) site is kept clean 2) building is NOT occupied prior to final inspection and issuance of Certificate of Occupancy.

Applicant Name: Ryan Lay (Bush & Gudgell, Inc.)

Signature of Applicant/Authorized Agent or Owner: Date:

Application Approved By: Date:

Application Issued By: Date:

Receipt #: 229275396-04/21/25



October 27, 2025

Hurricane City
Planning and Zoning Department
147 N 870 W
Hurricane, UT 84737
435-635-2811

Dear Commissioners:

We are pleased to submit this Zone Change application to the City of Hurricane for our project in Pecan Valley on parcel # H-4138-J. The parcel lies just west of the Pecan Valley Resort development. We have worked to create a thoughtful development that both helps satisfy upcoming needs in the city and also remains in harmony with other developments in the area. Further information about the project is provided below.

We greatly appreciate your consideration of this application.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Hermandson".

Bob Hermandson
President
Bush & Gudgell, Inc.

Zone Change: A-5 to R1-6 and R1-8

Project Purpose:

This request seeks to rezone 40.0 acres of land currently designated as A-5 (Agricultural - 1 Unit Per 5 Acres) to 15.5 acres of R1-6 (Residential - 1 Unit Per 6,000 Sq. Ft.) and 24.5 acres of R1-8 (Residential – 1 Unit Per 8,000 Sq. Ft.) in order to facilitate the development of affordable single-family housing within Hurricane City.

Justification and Intent:

As Hurricane City continues to experience rapid growth, the demand for affordable, attainable housing options has increased significantly. The current A-5 zoning limits density and does not allow for the type of residential development needed to meet this growing demand. By rezoning the subject property to R1-6 and R1-8, we will be able to offer smaller, more cost-effective single-family lots that align with the City's General Plan goals for smart growth and housing diversity. Pecan Valley has many active development projects near the subject property which will facilitate connecting the



property to necessary facilities and utilities. Pecan Valley has reached the point of development that requires a paved secondary access into the region; as part of this project, Dixie Springs and 5140 West will be paved to create the needed secondary access. The River Heights project will bring culinary and irrigation water down Turf Sod Road to within approximately 1300' of the northwest corner of the property. The Pecan Valley Resort has plans to expand south and will border the subject property to the east. As such it will provide both the primary and secondary access point for vehicles and complete the loop for water service. Ash Creek has given preliminary approval for the subject property to connect to the nearby force main system at the corner of 5300 W and 2360 S. There is overhead power on both the east and west side of the property.

Community Benefit:

Rezoning to R1-6 and R1-8 will provide numerous benefits to Hurricane City, including:

- **Increased Housing Supply:** The R1-6 and R1-8 zones allow for a higher residential density, which means more homes on the same acreage. This helps alleviate housing shortages and meets the need of both first-time buyers and working families.
- **Affordability:** Smaller lot sizes and modest home footprints reduce land and construction costs, making homeownership more accessible to a broader demographic.
- **Smart Growth Principles:** This development supports compact walkable neighborhoods that reduce infrastructure strain and align with sustainable land use practices.
- **Economic Development:** Affordable housing helps support the local workforce by allowing essential workers – teachers, first responders, service workers, etc. – to live within the community they serve.
- **Increased Access to Pecan Valley:** As part of this project Dixie Springs and 5140 will be paved, granting a second paved access to Pecan Valley as a whole.

Compatibility with Surrounding Land Uses:

The proposed zoning change is compatible with the nearby residential developments and aligns with the City's general plan for a planned community for the area. It will serve as a thoughtful transition from a rural area to a higher-density residential area.

Conclusion:

We respectfully request approval of the zoning change from A-5 to R1-6 and R1-8 to support Hurricane City's housing goals and contribute meaningfully to the community's future. This rezoning will enable the development of a high-quality, affordable neighborhood that fits within the fabric of the city and addresses a critical need for housing diversity and attainability.



STAFF COMMENTS

Agenda Date:	12/11/2025 - Planning Commission
Application Number:	ZC25-16
Type of Application:	Zone Change Amendment
Action Type:	Legislative
Applicant:	Andrew Hall
Agent:	Bush & Gudgell - Ryan Lay
Request:	Approval of a Zone Change from A-5 to R1-6 and R1-8.
Location:	Approximately 2241 S 5400 W
Zoning:	Agricultural 5 (A-5)
General Plan Map:	Planned Community
Recommendation:	Deny
Report Prepared by:	Fred Resch III

Updated Discussion for 12/11/2025:

This item was previously presented to the Planning Commission on June 12, 2025. At that meeting, the Commission tabled the request to allow the applicant additional time to resolve issues related to site utilities and access. The Commission also expressed concerns about rezoning agricultural land for residential development. The applicant has since revised the proposal to address these concerns. The updated zoning map places the R1-8 zone adjacent to the existing agricultural property, while the R1-6 zone is located next to the proposed townhome development. In addition, 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. This arrangement would eliminate the need for off-site improvements along Turf Sod Road.

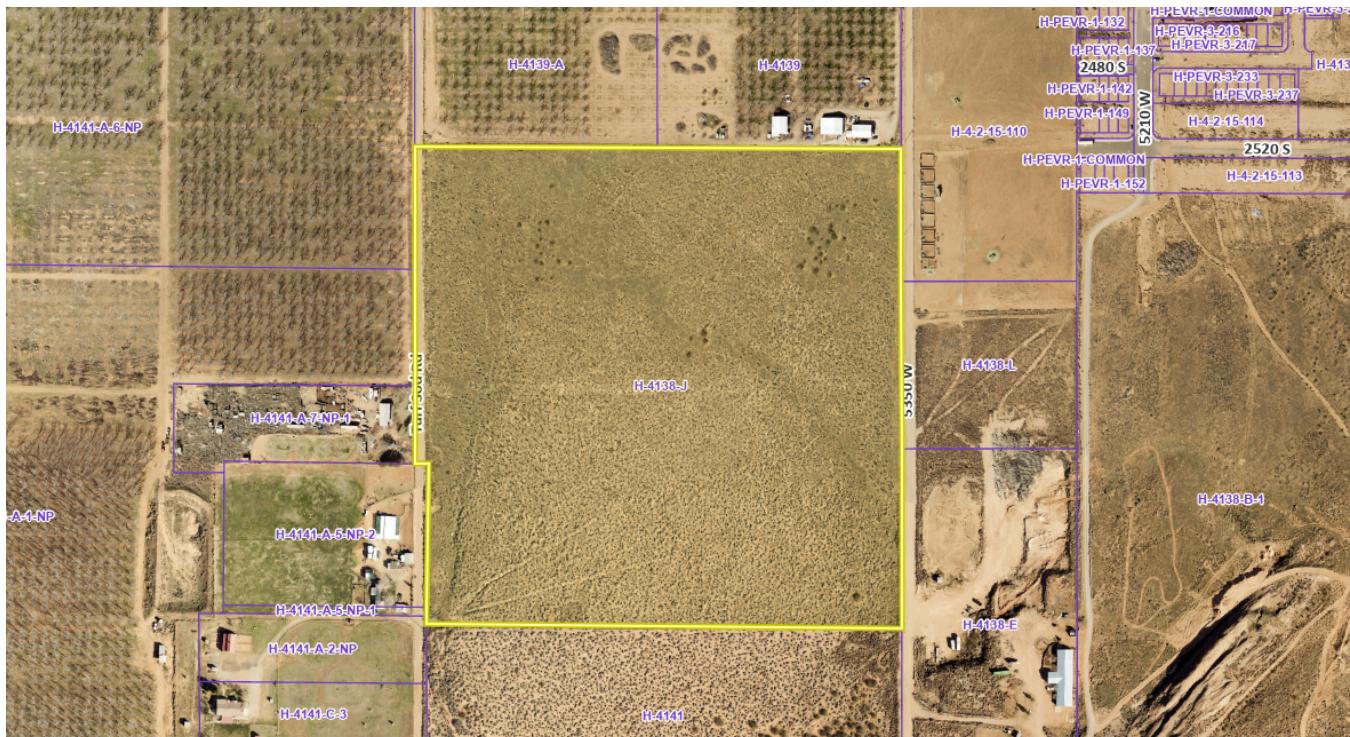
Previous Discussion:

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 5 (A-5), which permits one dwelling unit per five acres, to a combination of residential zones: Single Family Residential R1-6 (one unit per 6,000 square feet) on approximately 15.5 acres and Single Family Residential R1-8 (one unit per 8,000 square feet) 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.

Zoning

Adjacent Land Use

North	A-5, R1-10	Agricultural use, future single family homes
East	RR, RM-1(PDO)	Undeveloped property (Pecan Valley Resort-short-term and long-term rentals)
South	A-5	Undeveloped property
West	A-5	Agricultural use, single family homes



Vicinity Map

Zone Change Factors:

When considering a zone change the Planning Commission must consider the following:
As per Hurricane City Code (HCC) section 10-7-7:

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

1. *Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;*
2. *Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;*
3. *The extent to which the proposed amendment may adversely affect adjacent property; and*

4. *The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

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

Response: The [General Plan Map](#) shows this area as Planned Community, which recommends: “Master planned communities should be complete communities that offer a mixture of housing types and supporting uses such as neighborhood and supporting commercial uses, offices, churches, schools, and parks. Development in this designation should take into account the character of existing surrounding development.”

While the current proposal is not for a fully integrated, master-planned community, the requested zone change would move the property closer to compliance with the General Plan than its current Agricultural 5 (A-5) zoning. Although most of the bounding properties are still zoned agricultural, the site is located within a developing area of the city where a mix of residential and supporting uses are planned and currently emerging; specifically, the development within the adjacent Pecan Valley recreation resort zone. In addition, the City’s Moderate Income Housing Plan encourages approval of smaller-lot, single-family subdivisions to expand housing options. The proposed R1-6 and R1-8 zoning designations would support this objective by facilitating the development of more moderately priced single-family homes. This contributes to the City’s broader goals of promoting housing affordability and accommodating population growth in a balanced and sustainable manner.

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

Response: Most of the surrounding property is currently undeveloped or developed with agricultural or low-density residential uses. However, there are approved and planned single-family and multifamily developments in the immediate vicinity, namely Pecan Valley and River Heights, that reflect the region’s ongoing transition toward more residential development. The proposed R1-6 and R1-8 zoning is compatible with this evolving area character and represents a reasonable progression in the area’s development trajectory.

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

Response: The change from agricultural to residential zoning would introduce higher density housing than what currently exists on nearby properties, many of which remain undeveloped or are used for agriculture or low-density residential purposes. This could result in increased traffic, noise, and activity levels compared to current conditions. However, the area is in transition with several planned residential developments already approved nearby, including both single-family and multifamily units. If developed as intended, increased residential development may also lead to improved availability of public services and infrastructure benefiting both the subject property and surrounding parcels. Ultimately, this finding is largely dependent upon future development patterns for the areas surrounding the project site. For instance, the proposed zone change could be considered an adverse impact if the wider area is, and

remains, actively agricultural. Alternatively, if the neighboring agriculturally zoned parcels are not being actively farmed and the development trajectory continues to trend toward residential development, which is ultimately expected for the project area over time, the proposed zone change is not likely to have an adverse impact.

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

Response: While public services exist in the general area, this specific parcel is not directly served by them. A paved second access is required for the area and the City Council has said that no additional plats or zone changes can be approved in this area until the second access issue is resolved. The applicant has submitted draft agreements with neighboring property owners to extend services to the site; however, these agreements have not been executed, and no construction drawings or bonding for the necessary off-site improvements have been provided. As a result, staff cannot make the required finding that public facilities are adequate to serve the project site at this time, as required by HCC Sections 9-6-3(B) and 10-37-4.

JUC Comments

These comments will need to be addressed with more detailed construction drawings and preliminary plats:

1. **Public Works:** Access from dedicated city street-Turf Sod Road is prescriptive only. Need second access from the area.
2. **Power:** Dixie Power area: Approved.
3. **Water:** Will need water meter and water line looping.
4. **Streets:** No access to city streets. Second access issues. Doesn't fit with the zoning in the area.
5. **Sewer:** District is not opposed to zone change. Sewer main is not readily available. Offsite sewer would be required.
6. **Engineering:** Hurricane City's Storm Drain master plan shows near the middle of this site's west boundary that a 54" \varnothing and 72" \varnothing storm drain pipe is expected to drain Turf Sod Road and the adjoining area to the Virgin River. Developer must access and construct for drainage needs at a later stage. Turf Sod Road is a master planned major collector with a trail on its west side (77' typical cross section). Turf Sod Road is a public street by prescriptive use and not through property dedications or transfers. Needed right of way beyond the space between existing fence lines, must be secured by the developer. The Greater Pecan Valley (east of the Virgin River, south of Ash Creek Special Service District's fields, and west of the nearby ridge) requires a 2nd improved access per Fire Code (appendix d). Hurricane City Standard 3.2.4.17 requires that the paved surface be 32' wide minimum. Plans to connect the valley to Dixie Springs Drive by paving 5140 W (a master planned minor collector within the Pecan Valley and Desert Sands developments) are being considered by city staff and a group of the valley's developers. Connecting Dixie Springs Drive (a master planned major collector) and Turf Sod Road (a master planned major collector) appears to be another viable solution (2019's Transportation Master Plan included these reaches of Turf Sod Road and Dixie Springs Drive in its list of mid-term and long-term projects). The applicant appears to acknowledge most shortcomings of the existing facilities. Timing appears to be most paramount in considering adverse effects on adjacent property. The zone change can foster coordination with neighboring developments and provide

existing residents with increased infrastructure; however, neighbors' participation will be required to install infrastructure well and its anticipated existing residents will be opposed to any additional change in this area.

7. **Fire:** Approved.
8. **Phone:** No comment.
9. **Gas:** [No comments received.]
10. **WCWCD:** Washington County Water Conservancy District hereby acknowledges that based on the information provided, the zone change adequately mitigates interference with district facilities and property interests. The District reserves the right to rescind this acknowledgement if additional information becomes available. The district has not determined whether water will be available for this development and does not hereby make any guarantee of water availability. In addition, the development must conform with applicable district requirements, including but not limited to payment of fees.

Other Considerations: Based on typical development patterns for the R1-8 and R1-6 zones, this project could accommodate approximately 208 units. The proposed plan includes two access points through Pecan Valley, connecting to both Turf Sod Road and Dixie Springs Drive. These connections would provide secondary access and allow for water system looping without requiring right-of-way acquisition along Turf Sod Road, while also ensuring a second fire access for the area.

In conclusion, staff believes the proposed plan is workable but will require additional commitments to ensure it can be successfully implemented.

Findings: Staff makes the following findings:

1. The zone change complies with the General Plan Map designation of Planned Community for the area.
2. While the proposal is not fully harmonious with the existing development, much of which remains agricultural or low-density residential, it is anticipated to better align with nearby planned developments once those are constructed.
3. This finding is largely dependent upon future development patterns for the areas surrounding the project site. For instance, the proposed zone change could be considered an adverse impact if the wider area is, and remains, actively agricultural. Alternatively, if the neighboring agriculturally zoned parcels are not being actively farmed and the development trajectory continues to trend toward residential development, which is ultimately expected for the project area over time, the proposed zone change is not likely to have an adverse impact.
4. Public services and utilities exist in the broader region, but this specific parcel is isolated from those services, thus raising concerns about infrastructure availability. Therefore, staff cannot make the required finding that public facilities are adequate to serve the project site at this time (see HCC sections 9-6-3(B) and 10-37-4).
5. Paved secondary access has not been provided.

Recommendation: The Planning Commission should review the proposed zone change based on the applicable standards within the Hurricane City Code and consider any public comments received at the public hearing and make a recommendation to the City Council. While the application has merits related to its consistency with the General Plan Map and the pattern of planned developments in the surrounding

area, staff has serious concerns regarding the availability of utilities to serve the property. Thee site is also lacking a paved second access road. Therefore, staff recommends that the Planning Commission send a recommendation of denial to the City Council due to the lack of public facilities pursuant to HCC 9-6-3(B) and 10-37-4.

Via E-Mail June 4, 2024

Comments for 12 June 2025 Public Hearing conducted by the Hurricane City Planning Commission to consider a zone change amendment request for Parcel number H-4138-J

The proposal would result in changing the currently allowable density of A-5, a total of 8 residential units for the 40 acres, to R1-6 (up to 290 residential units) and R1-8 (up to 217 residential units).

We are the owners of parcels H-4141-A-5-NP-1, H-4141-A-2-NP, and H-4141-C-3. We object to this proposal for the following reasons:

1. The proposed higher density is incompatible with the existing area. This parcel is surrounded on three sides by open land or parcels with A-5 zoning. The current units built or under construction along Turf Sod Road are indeed higher density, but they do not border any existing housing developments.
2. The schematic enclosed with the May 30, 2025 meeting notice is in error. On the west side, the property belonging to Jeremy Hargis does not appear. It is the parcel between Heffernan and Tullius. This may mean he did not receive adequate notice of the meeting. It also calls the accuracy of your planning efforts into question.
3. Those of us who live along that section of Turf Sod Road have experienced flooding a number of times after heavy rains, when runoff from the cliffs at Sand Hollow crosses H-4141 and inundates the road, as well as creating washouts around our barn at the back of our property at times. After these events, Hurricane City has been unresponsive to our requests to come and repair the road, and it is only due to the efforts of a good neighbor that our washed-out driveway where it enters the road has been repaired in every case.

The proposed development, particularly at such high densities, will certainly exacerbate the existing drainage problem. We strongly recommend that you do a very thorough flood analysis before H-4138-J is developed in any way.

4. Such development will presumably lead to proposed improvements to Turf Sod Road, as evidenced by a widening of the road where it turns south. We very much oppose paving the road in front of our property, as our neighbors and we ride our horses down the road. Further, you should be aware that our property line extends halfway across Turf Sod Road, and our adjacent neighbors' parcels do as well. Bush & Gudgell have surveyed our property and so can furnish you with the markers in the road pertaining to our property.

Therefore, if there is ANY improvement to the road, the entire right of way should be shifted to the developers of H-4138-J. The land on that side of the road is undeveloped and thus is far preferable for improvement compared with moving our fences, irrigation systems, and buildings. We note further that the City of Hurricane has never had an easement for our property on the road, and historic use never envisioned a high traffic thoroughfare.

In summary, we oppose the proposed zoning change. A-5 zoning continues to be appropriate. We will plan to attend the meeting on June 12th and may wish to provide further comments.

Respectfully submitted,

James H. Heffernan
Beverley C. Heffernan
James H and Beverley C Heffernan
b.heffernan@att.net
(801) 891-5349

Subject: Public Comment on Proposed Zone Change Amendment for Parcel No. H-4138-J

Robert & Susan Sebold

2320 S 5400 W

Hurricane, UT 84737

Susan.sebold@outlook.com

435-632-8378

June 5, 2025

Dear Members of the Planning and Zoning Commission

We are the owners of Parcel No. H-4141-A-5-NP-2 and are writing to formally object to the proposed zone change amendment for Parcel No. H-4138-J, which would alter the current A-5 zoning designation to R1-6 and R1-8. We respectfully submit the following concerns for your consideration.

1) Incompatibility with Existing Zoning

The proposed higher density zoning is inconsistent with the surrounding area, which is currently zoned A-5. While nearby subdivisions such as Pecan Valley and River's Edge include higher density housing, they do not directly border the affected parcel. This change would disrupt the established character of our neighborhood.

2) Flooding and Drainage Issues

Residents along this section of Turf Sod Road have experienced increased flooding during heavy rains, which we attribute to altered natural drainage patterns made worse by recent construction. Prior to this development, flooding was a less frequent issue. The resulting washouts have damaged both the road and private property. When the City attempted repairs, a two-foot-deep ditch was dug across the road in front of our property, making it impossible to access our driveway with a truck and horse trailer. We are concerned that additional high-density development will exacerbate these drainage problems.

3) Our property is A-5 and is managed as such

We and our neighbors do manage our properties for agricultural use. We don't want to become yet another case of people who move in near horses and complain about horses, which in this case have been there for decades. We also don't want to deal with an increase of trespass. We already have people coming onto our property through the closed posted gate asking to pet or ride our horses.

4) Potential Road Improvements and Property Access

We are opposed to any paving or major improvements to our section of Turf Sod Road. We use this road to access nearby trails on horseback, and increased traffic and speed pose safety risks. Additionally, we have been informed –and county maps confirm that we own the land extending across the road. Our property includes only one easement, a 10-foot utility

easement held by Dixie Escalante on the eastern boundary. No other entity holds a right of way or easement through our land.

5) Environmental Concerns

I have personally observed a Desert Tortoise on our road while horseback riding, and I am including a photo for your reference. Given the presence of this protected species, we believe further development should be paused until a thorough environmental impact study is completed.

We appreciate the opportunity to provide input and urge the Commission to consider the long-term impacts of this proposed zoning change on the community, environment and infrastructure.

Sincerely

Robert & Susan Sebold

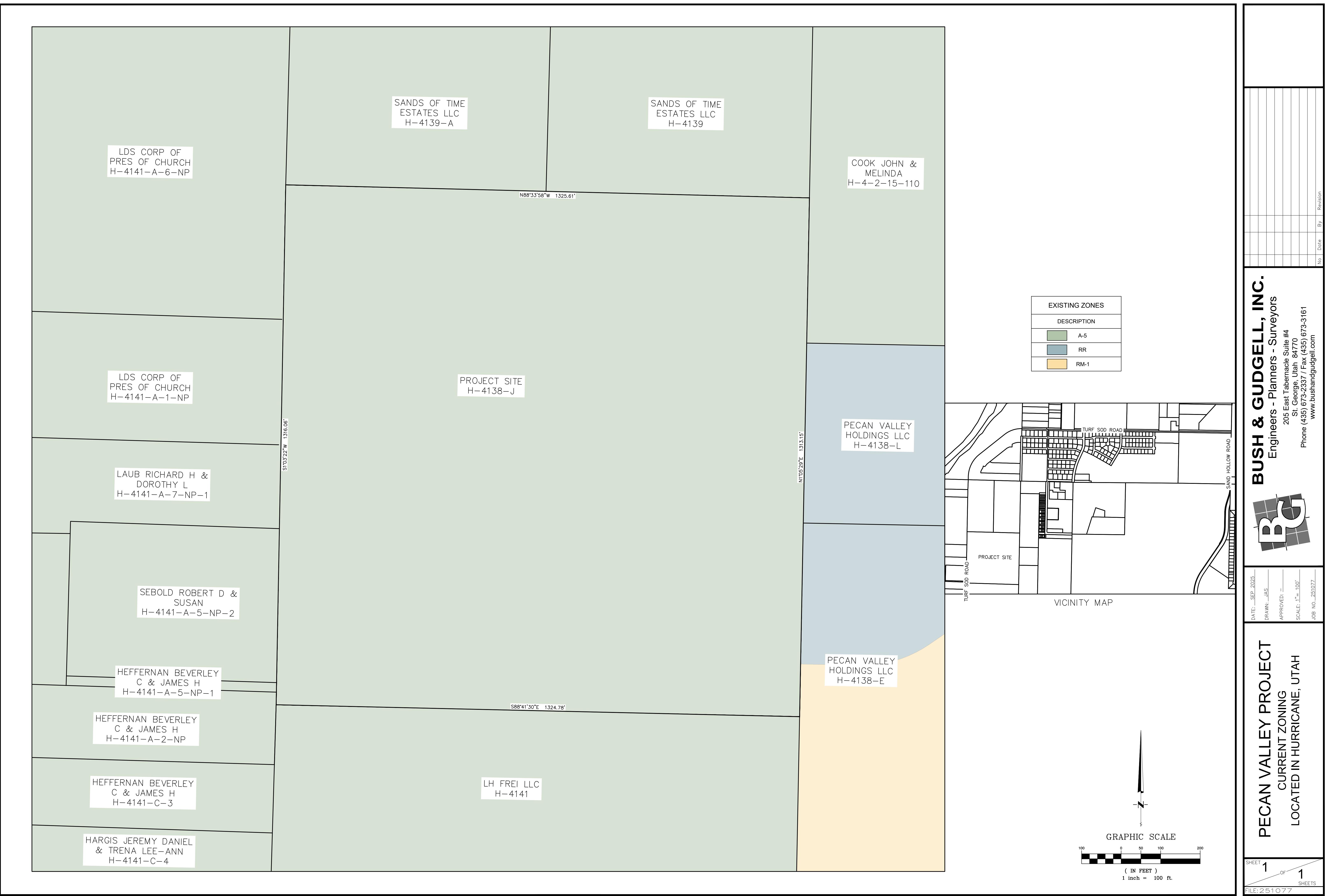
Owner, Parcel No. H-4141-A-5-NP-2

Gary Cupp

From: Beverley Heffernan <b.heffernan@att.net>
Sent: Tuesday, June 3, 2025 6:00 PM
To: Public Comment
Subject: Letter re zoning for parcel H-4138-J

I am in receipt of your May 30 letter and we will be providing comments in objection to the zoning change. Meanwhile you should be aware that your plat is incorrect. You have omitted Jeremy Hargis at 2380 Turf Sod Road. His property is between ours and Tony Tullius. That sort of error does not inspire confidence.

Sincerely,
Beverley Heffernan

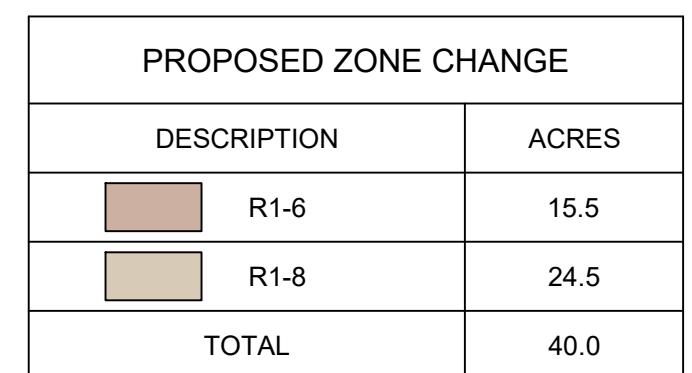
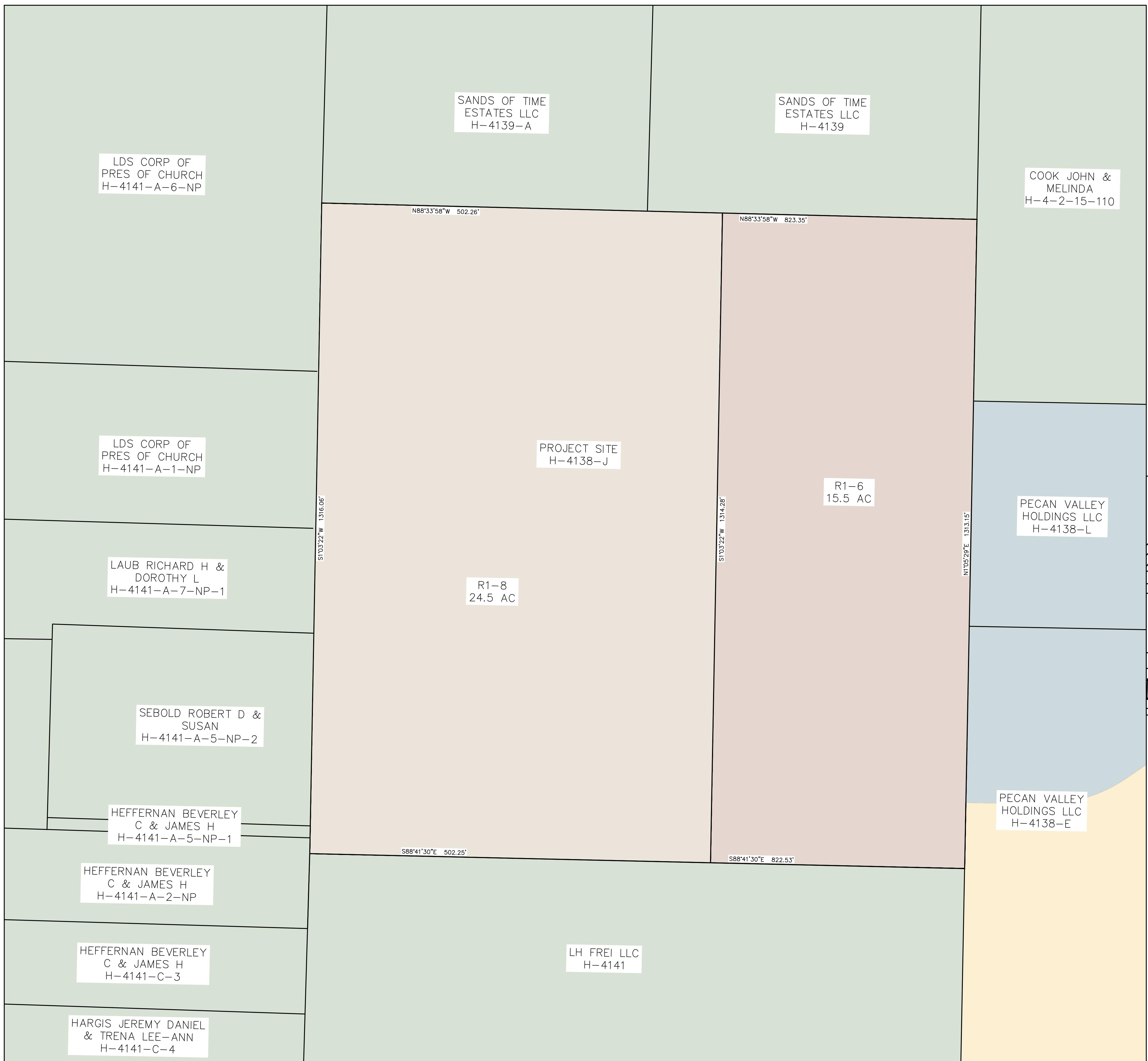


BUSH & GUDGELL, INC.	
Engineers - Planners - Surveyors	
206 East Tabernacle Suite #4 St. George, Utah 84770	
Phone (435) 673-2337 / Fax (435) 673-3161	
www.bushandgudgell.com	
No	Date
By	Revision

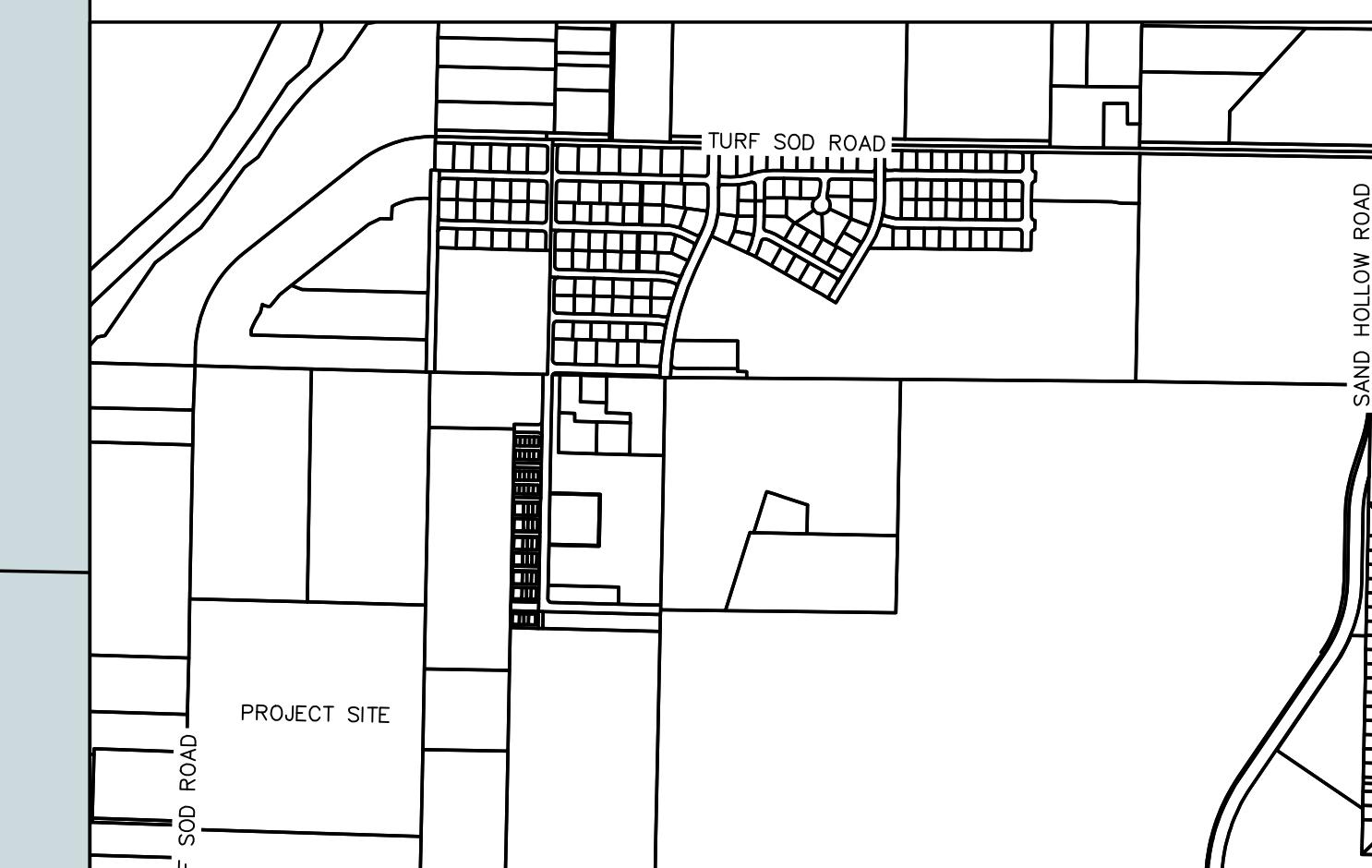
PECAN VALLEY PROJECT
CURRENT ZONING
LOCATED IN HURRICANE, UTAH

DATE: SEP 2025
DRAWING: JAS
APPROVED: _____
SCALE: 1" = 100'
JOB NO: 251077

1 OF **1** SHEETS
FILE: 251077



* CURRENT ZONE IS A-5



VICINITY MAP

GRAPHIC SCALE

(IN FEET)

PECAN VALLEY PROJECT PROPOSED ZONE CHANGE LOCATED IN HURRICANE, UTAH

SH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
(435) 672-2227 / FAX (435) 672-2121

H & GUDGELL, INGENEERS - Planners - Surveyor

SHEET 1 OF 1
FILE 051073



HURRICANE CITY UTAH

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: Discussion updated for 2/19/2026: **This item was heard at the February 5, 2026, City Council meeting where the Council approved R1-4 setbacks for the single-family lots in the Sky Rim development. Staff was directed to prepare an amended development agreement reflecting the approved R1-4 setbacks. A draft of that agreement is being presented for the Council's consideration.** --Gary Cupp

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

Return to:
Hurricane City
147 N. 870 W.
Hurricane, UT 84737

APN: H-3-1-31-3009

AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR
STEWARD LAND HOLDINGS

THIS AMENDED DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the 19th day of February, 2022-2026 (the “Effective Date”), by and between HURRICANE CITY, a Utah municipal corporation, hereinafter referred to as “City,” and Steward Land Holdings LLC~~SKYRIM DEVELOPMENT 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 December 1, 2022, 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. On February 19, 2026, the City Council approved this amended and restated Agreement for the limited purpose of adjusting the setback standards for single family lots within the medium-density residential areas of the Property.

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

E. 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.

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

G. The City has the authority to enter into this Agreement pursuant to Utah Code Section ~~10-9a-102(2)~~10-20-101 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.

H. 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.

I. 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.

J. 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-10210-20-101.

K. 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. 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. 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. Medium Density Setbacks.

i. Townhome Setbacks: The setback requirements for townhomes within the medium density area designated on the Preliminary Site Plan attached hereto are as follows:

Front setback: 12 feet
Rear setback: 10 feet
Side setback: 10 feet
Streetside setback 20 feet

ii. Single-Family Home Setbacks: The setback requirements for single family homes within the medium density area designated on the Preliminary Site Plan attached hereto are as follows

Front setback: 25 feet
Rear setback: 10 feet
Side setback: 5 feet on one side and a minimum of 10 feet on the other
Streetside setback 15 feet

e. The height of buildings shall not exceed three stories in height above grade.

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 CompanySkyrim Development, LLC
Attention: Brad Brown, Managing Partner
1708 E. 5550 S. Ste. 182444 Washington Blvd, STE 204
Ogden, UT 84403

To the City: City of HurricaneHurricane City
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 shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

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.

l. Approval and Authority to Execute. Each of the Parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

CITY:

CITY OF HURRICANE HURRICANE CITY

ATTEST:

By: _____
City Recorder

By: _____
Mayor Clark Fawcett

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 _____ manager of _____, SKYRIM DEVELOPMENT LLC, a Limited Liability Company, 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

EXHIBIT B
City Council Approval Minutes

DRAFT

EXHIBIT C

Site Plan

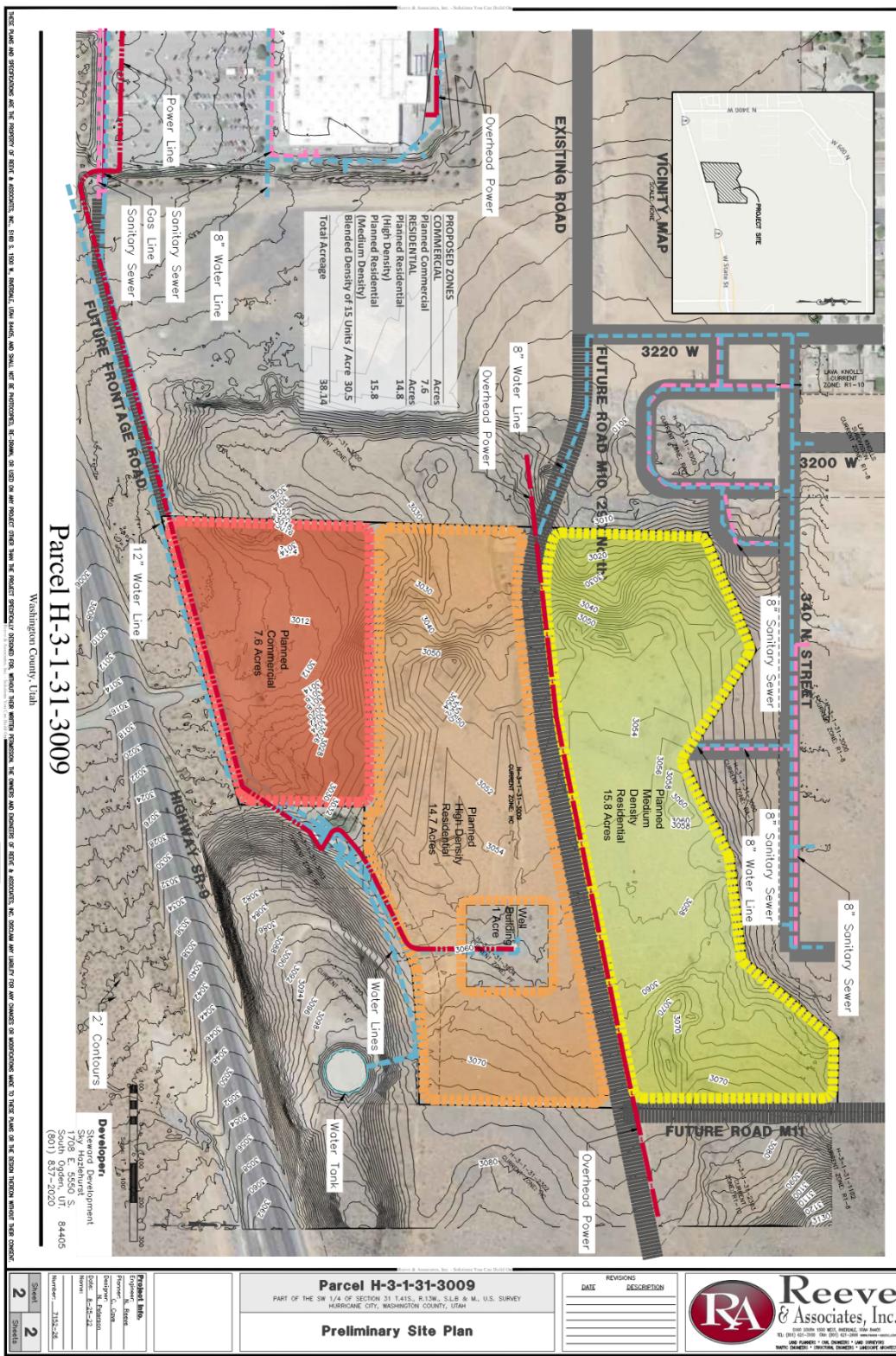


EXHIBIT D

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.



STAFF COMMENTS

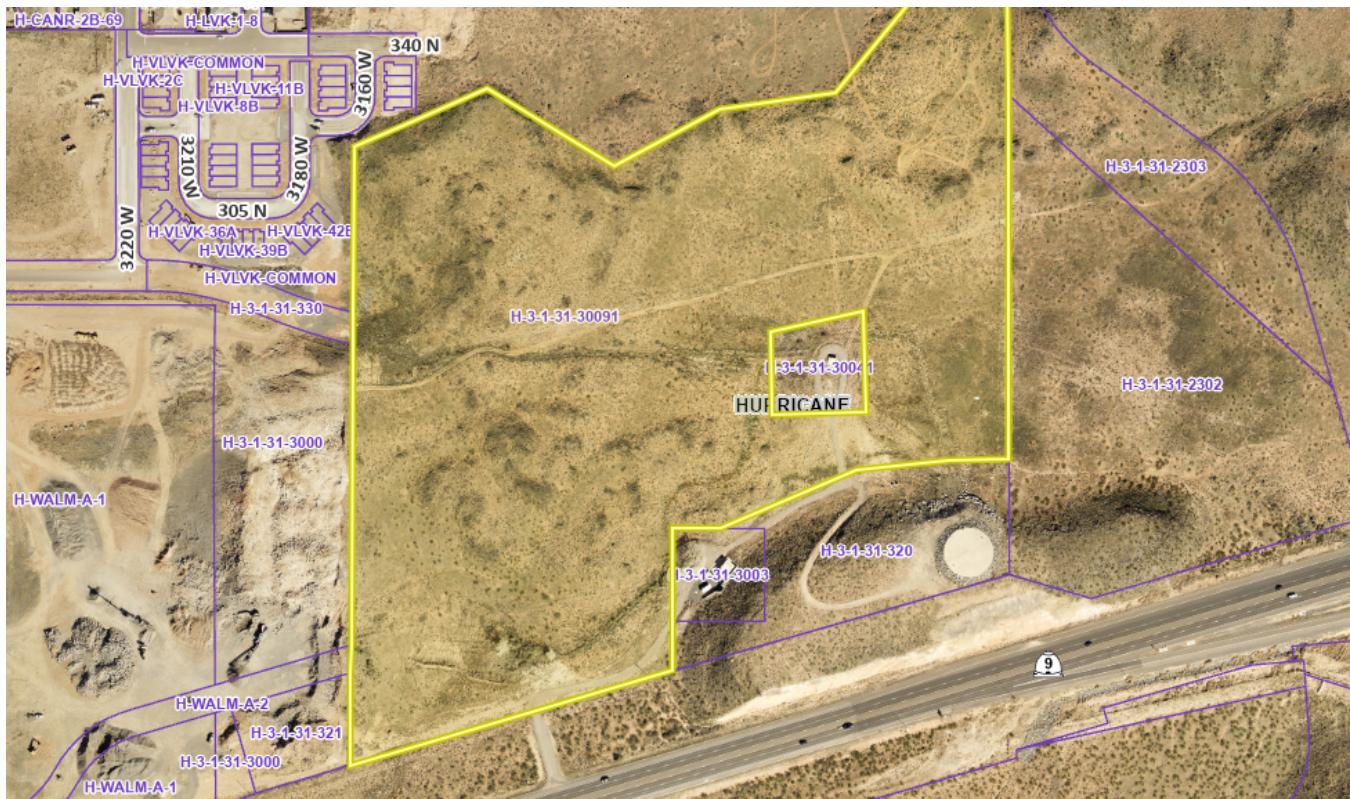
Agenda Date:	01/22/2026 - Planning Commission
Application Number:	GA26-01
Action Type:	Legislative
Applicant:	Steward Land Company
Agent:	Clark Conway
Request:	Request for an amendment to the existing Development Agreement for SkyRim
Location:	3000 W State St
Zoning:	Planned Commercial
General Plan Map: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

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



Considerations:

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

Setbacks: The setbacks in the Planned Commercial zone are (HCC 10-15-4):

- Front: 12'
- Rear: 10'
- Side: 10'
- Street side: 20'
- These setbacks were originally designed to accommodate mixed-use commercial and multifamily buildings. At the time, it was not anticipated that single-family homes would be developed within a zone that allowed multifamily uses. The applicant proposes a side yard setback of 5 feet and a street side yard setback of 10 feet; however, these setbacks do not correspond to any existing zoning districts within the City. In addition, a street side yard setback greater than 10 feet is necessary to protect the Public Utility Easement (PUE). The applicant has been approved for lots ranging from 4,500 to 7,000 square feet, which is consistent with the R1-4 zoning district. Therefore, staff recommends approval of the R1-4 setbacks for this phase of the development, as outlined below:
 - Front: 25'
 - Rear: 10'
 - Side: 5' on one side and minimum 10' on the other side.
 - Street side: 15'

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 2nd, 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.

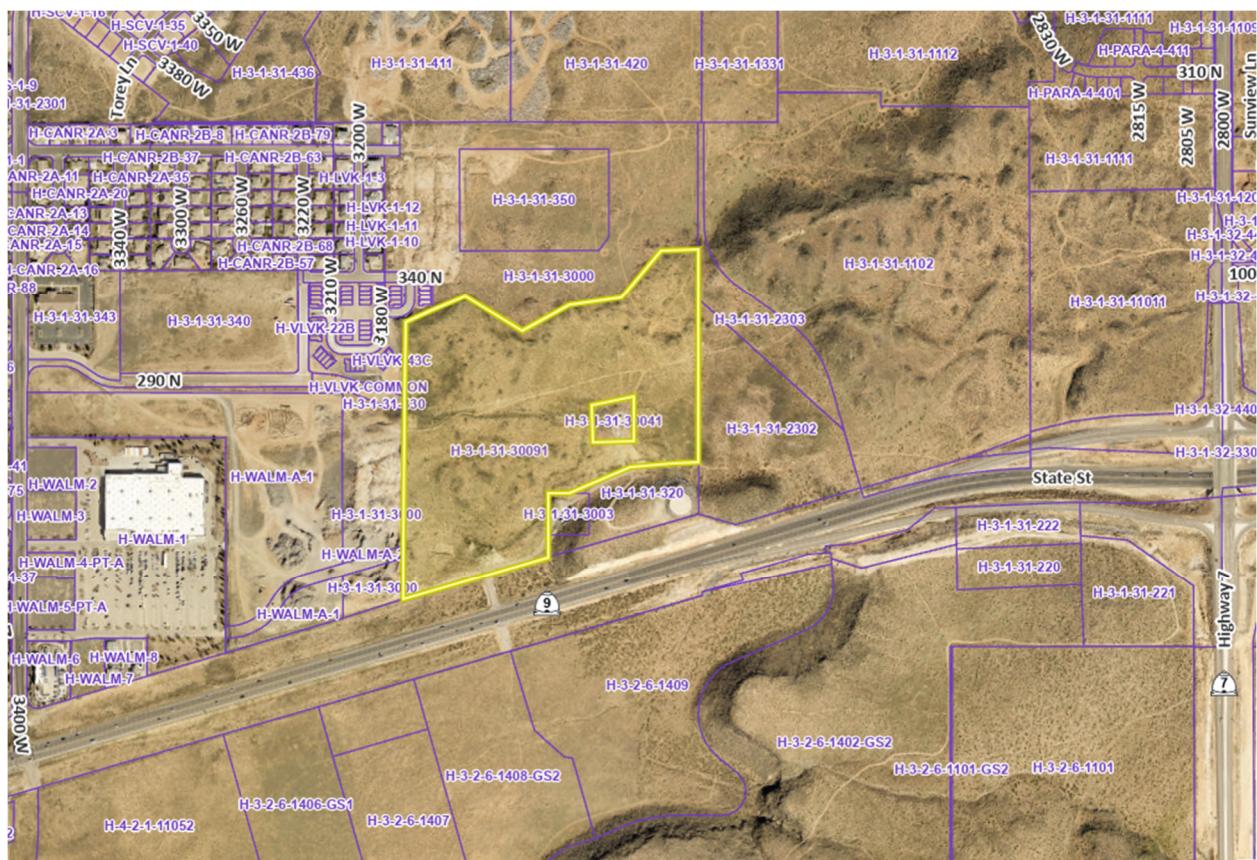
Please reach out to us at any time.

Regards,

A handwritten signature in black ink, appearing to read "Clark Conway".

Clark Conway
Entitlement & Construction Manager
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,



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.

Figure 1. Original High-Density Residential Site Layout:

372 apartment units between 9 buildings

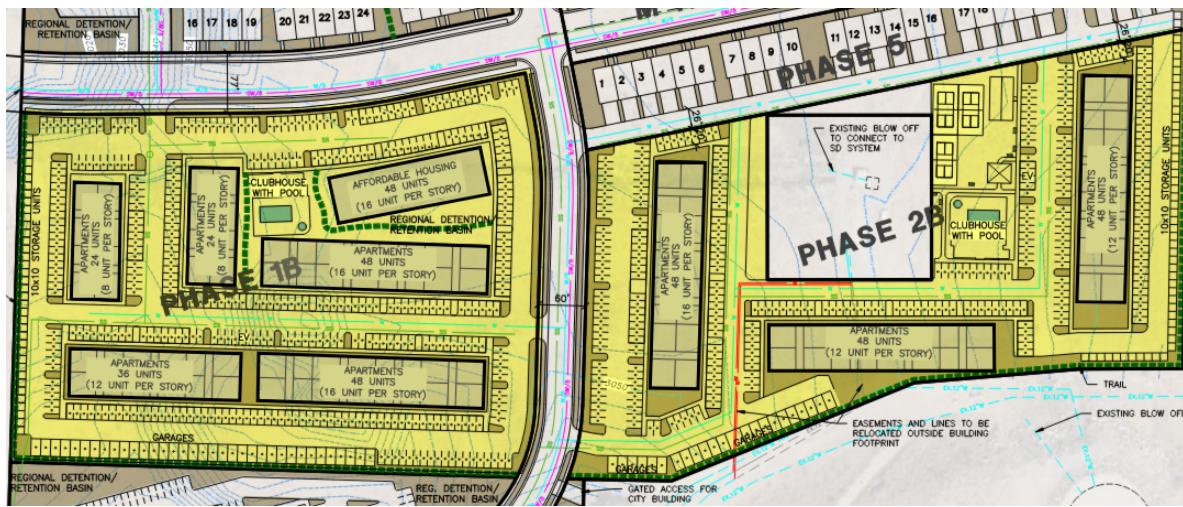
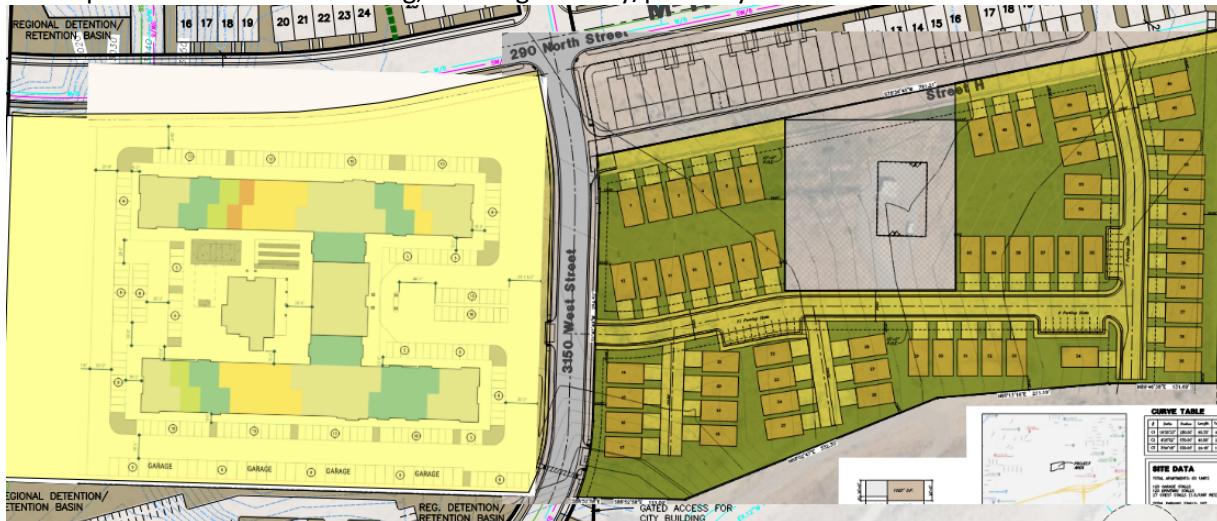


Figure 2. Considered High-Density Residential Site Layout Alternative:

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



- 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.

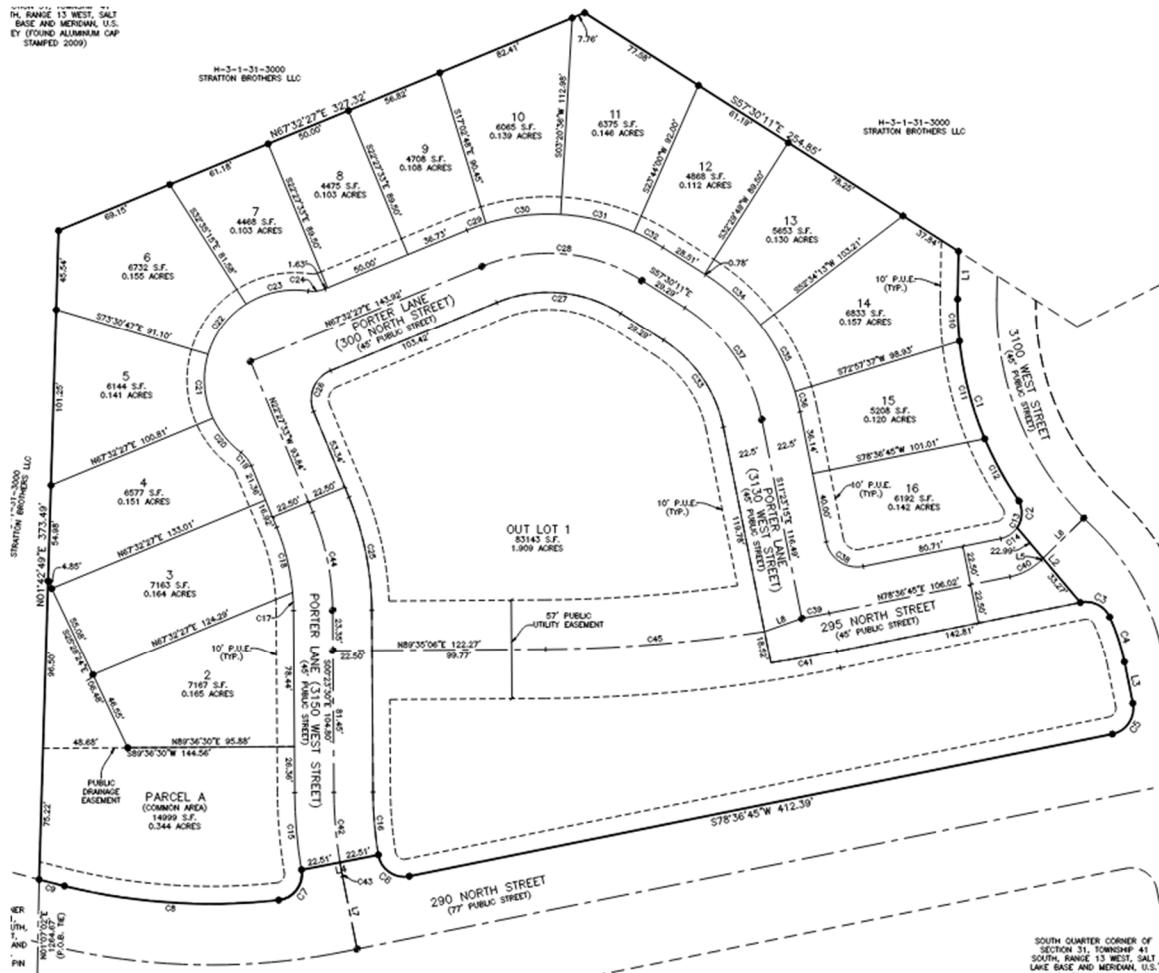
Setback standards—Interior side yard:

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

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

STEWARD LAND COMPANY

TH. 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:



STEWARD

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, ~~T~~ten ~~P~~ercent (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 8440~~31~~
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

shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

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.

1. Approval and Authority to Execute. Each of the Parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

CITY:

CITY OF HURRICANE

ATTEST:

By: _____
City Recorder

By: _____
Mayor

DEVELOPER:

By: _____
Name: _____
Title: _____

STATE OF UTAH)
COUNTY OF UTAH)
:ss)

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

EXHIBIT C

Site Plan

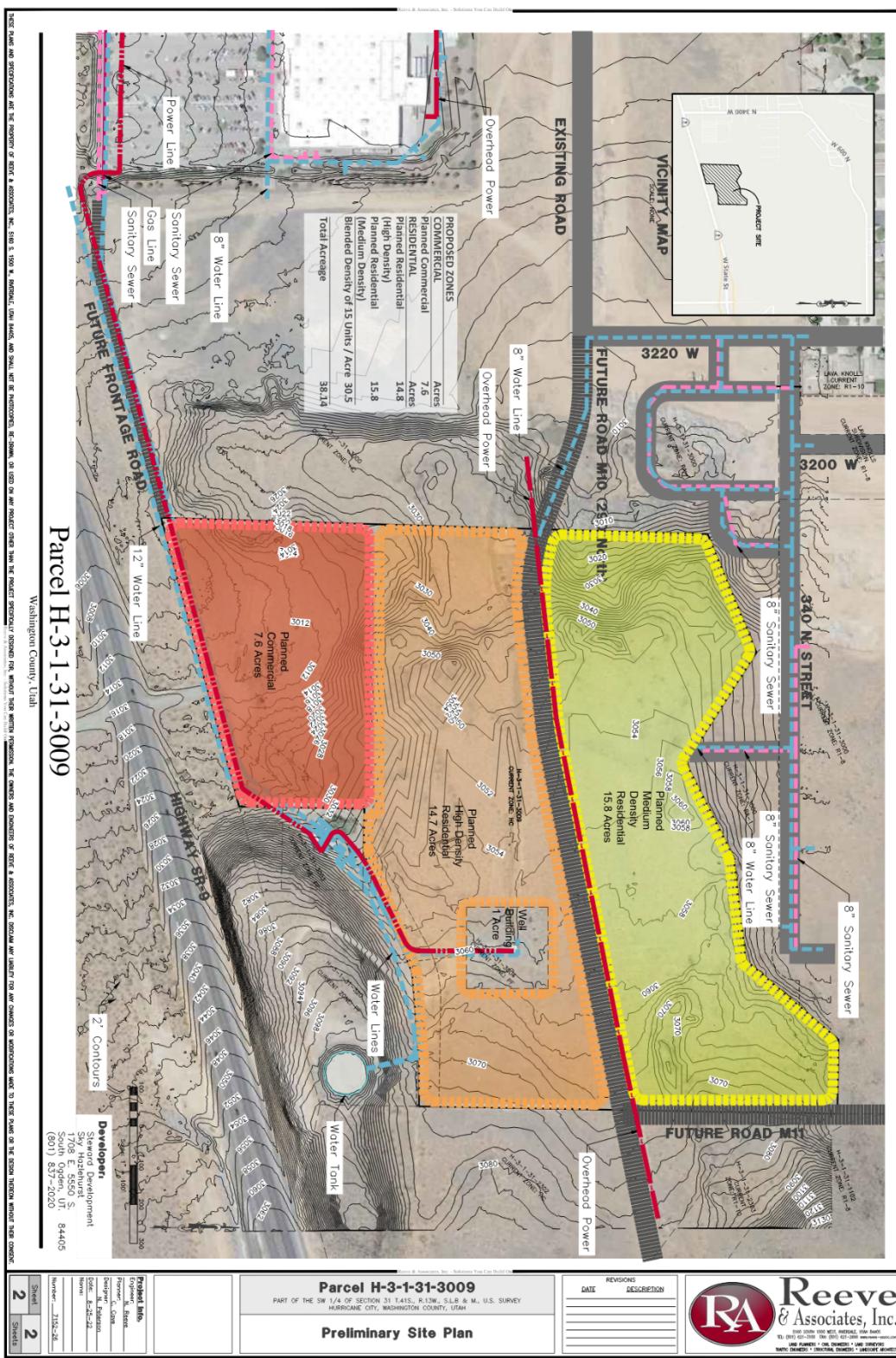


EXHIBIT D
Affordable Housing Requirements

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

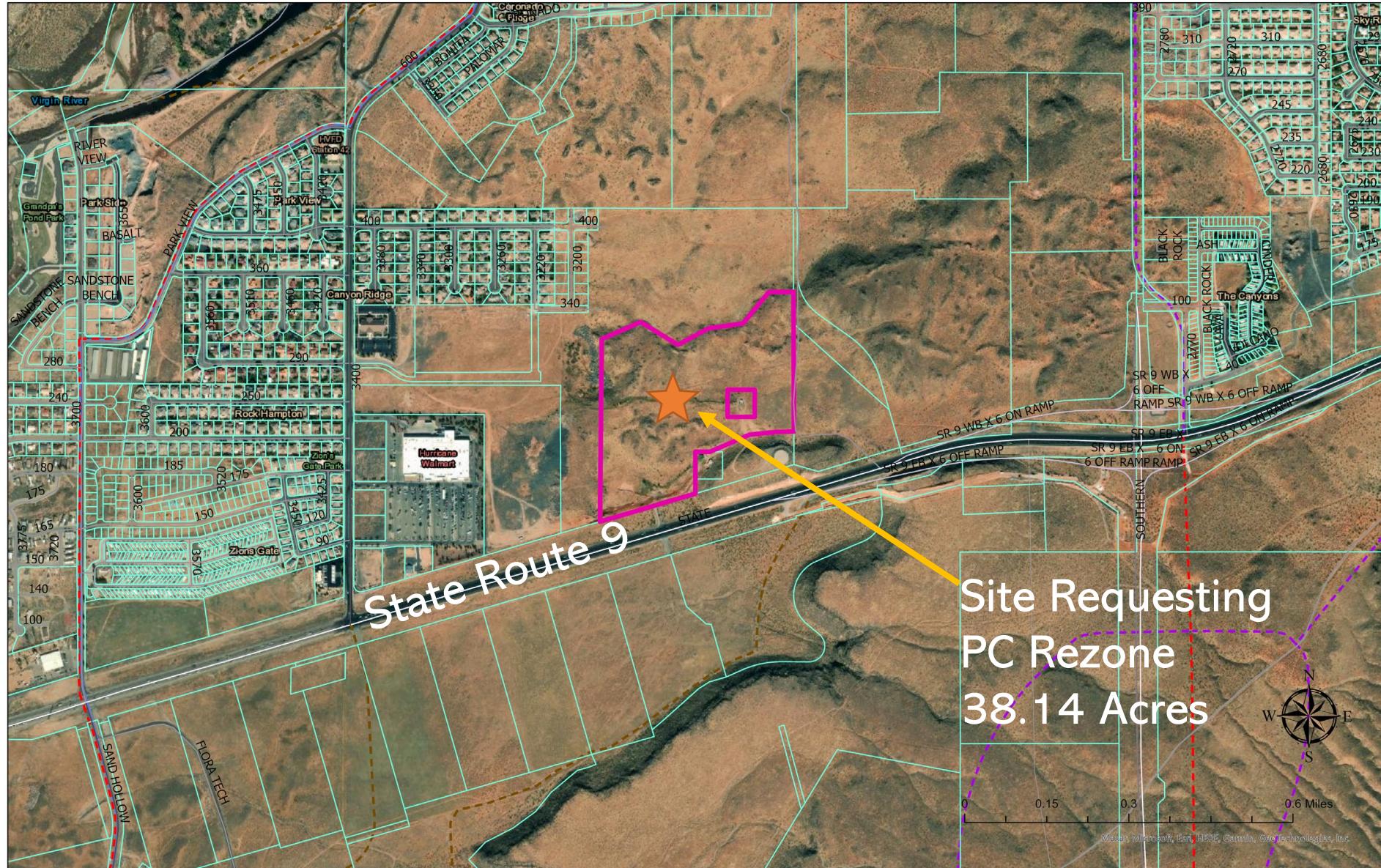


Brad Brown

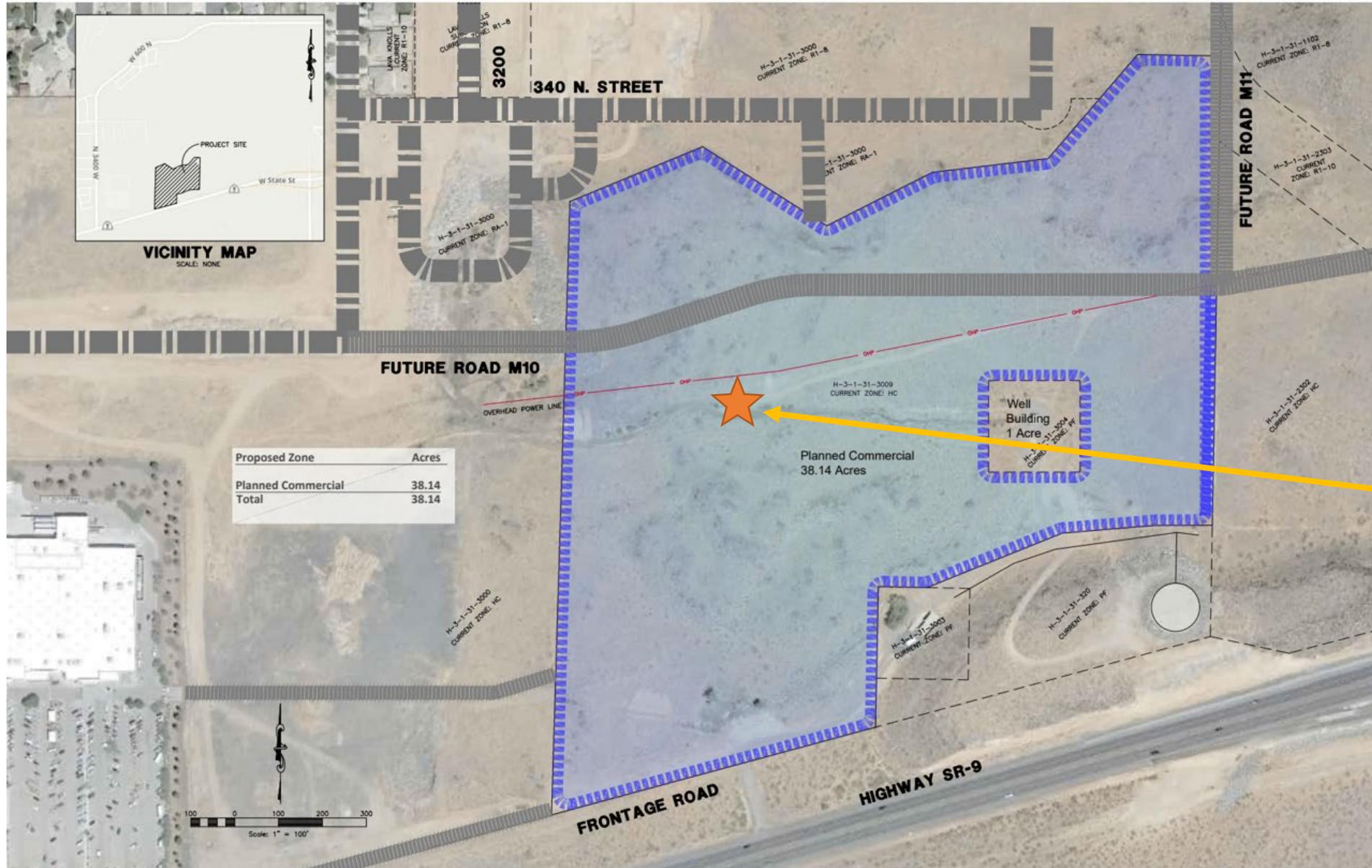
Presentation Outline

- 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

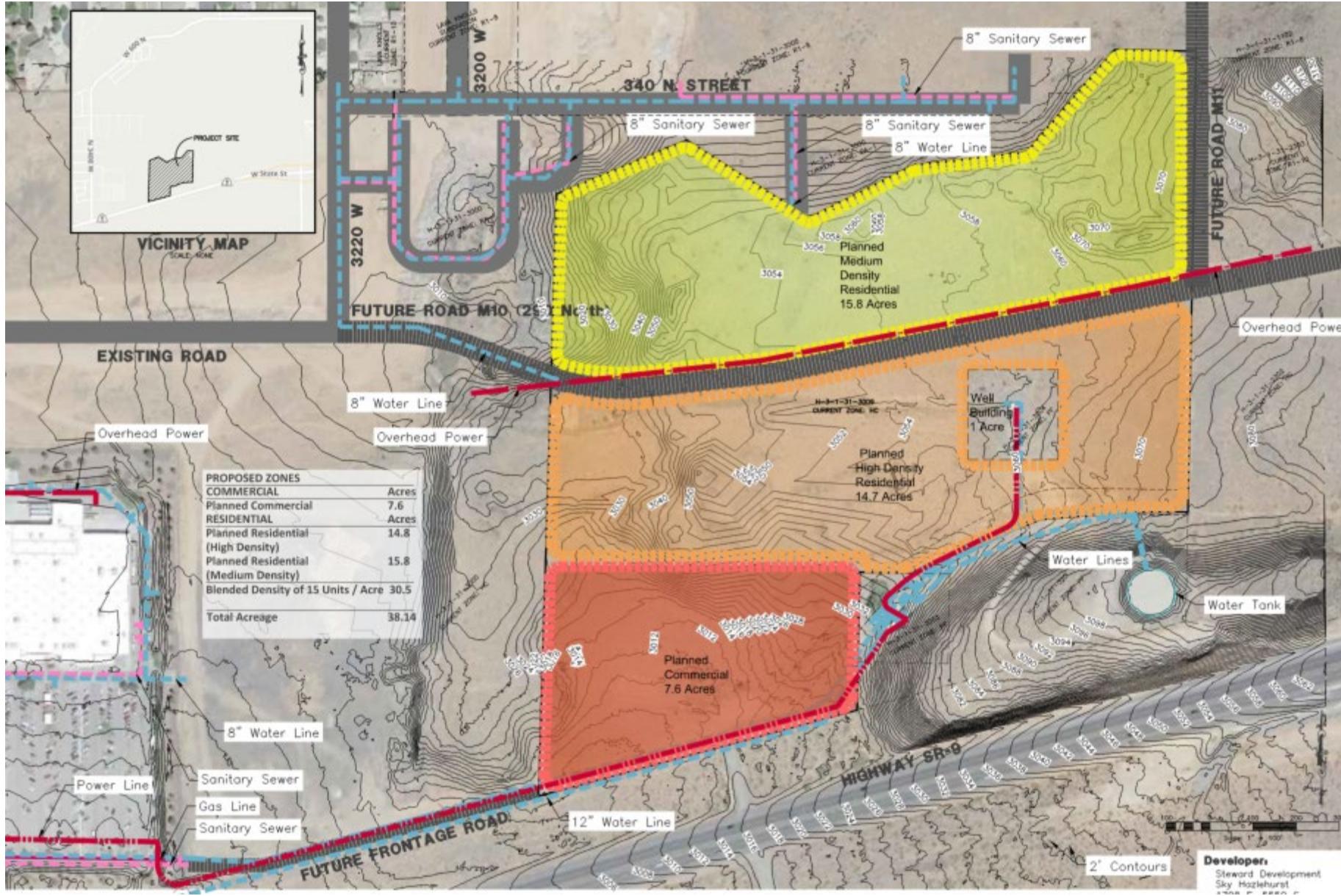


Site Rezone Request



Site Requesting
PC Rezone

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



Source: staff report

**Proposed project
includes three housing
types:**

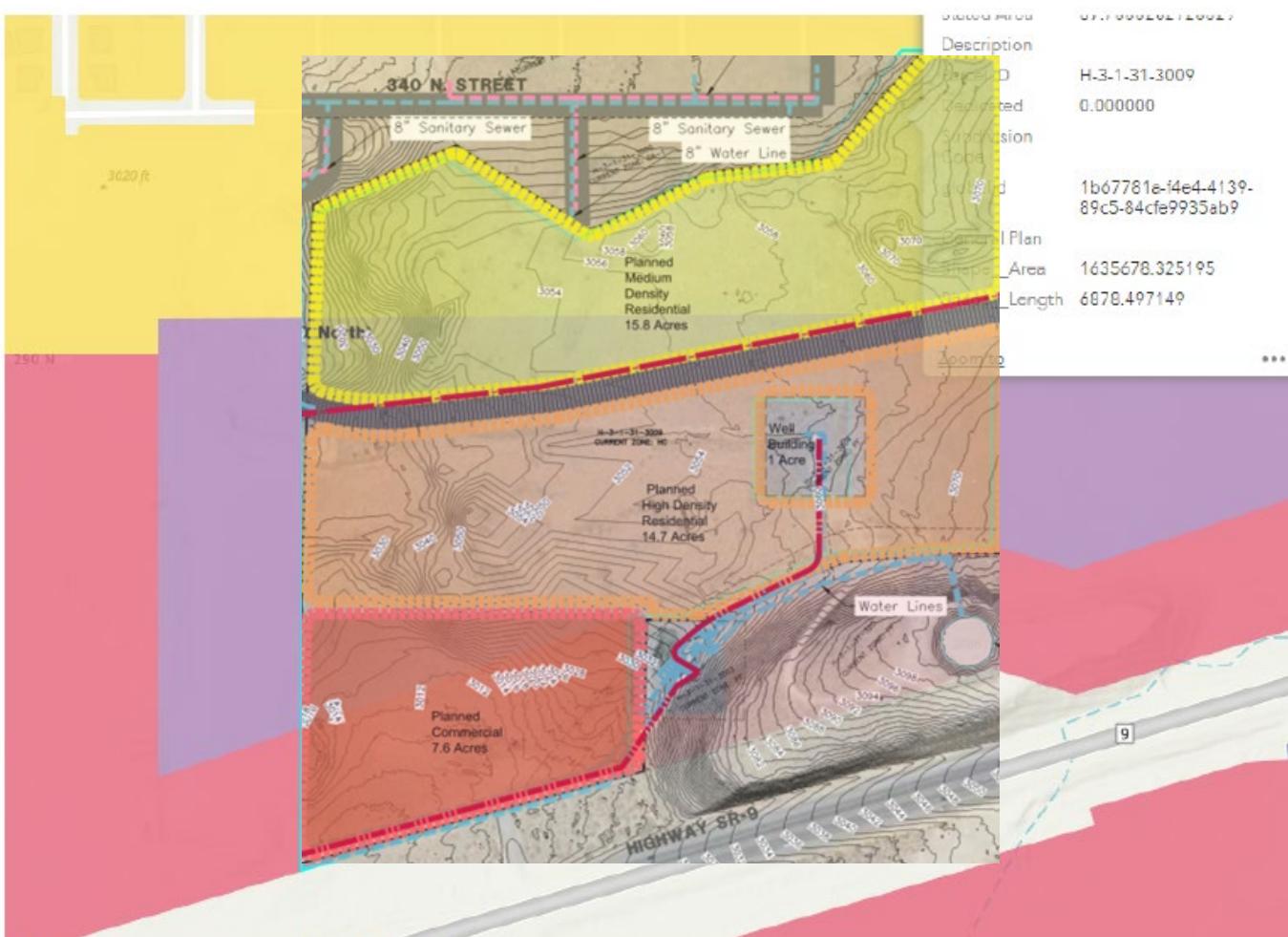
**Single Family
Townhomes
Apartments**

**and
Commercial on
the highway.**

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

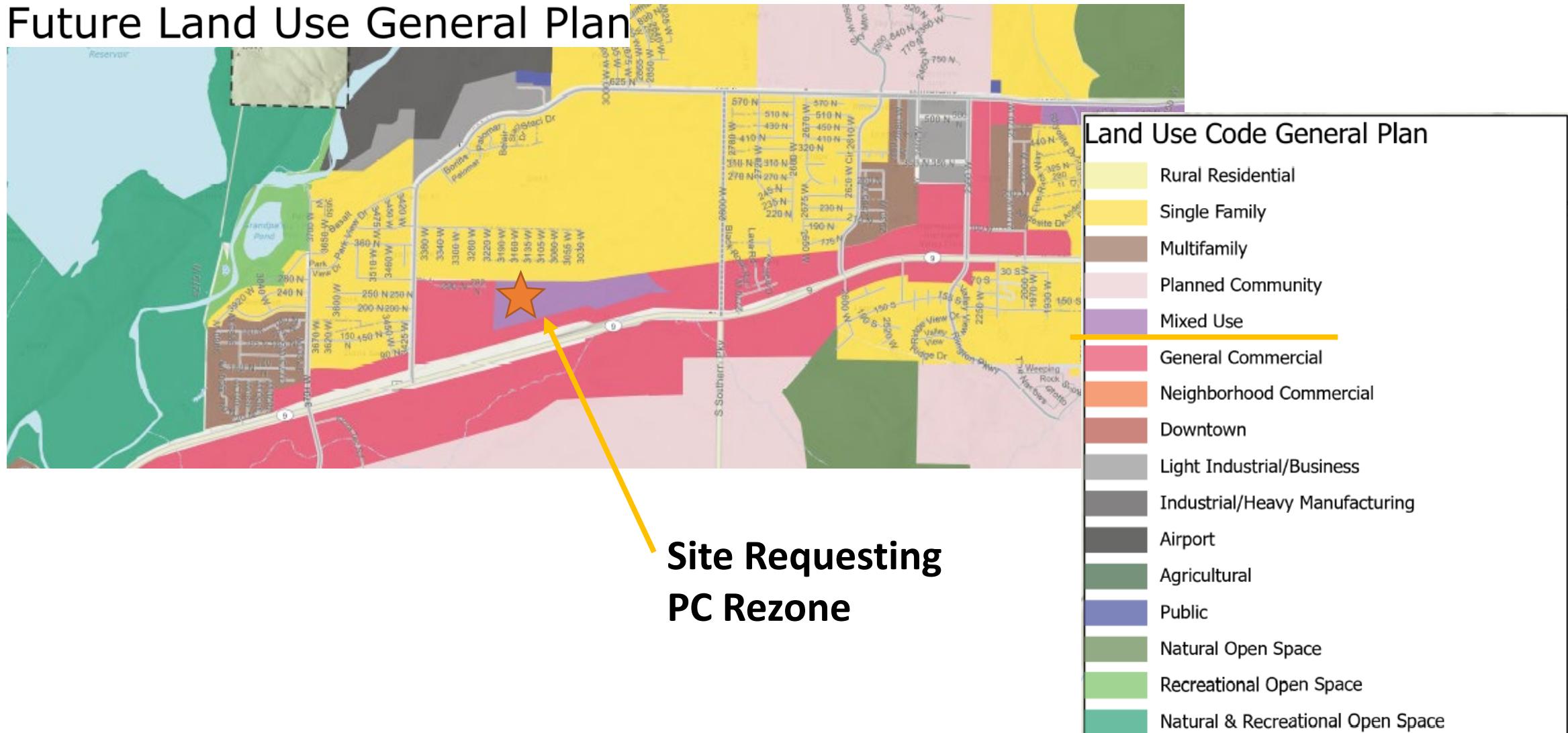
**Proposed project
includes three housing
types:**

**Single Family
Townhomes
Apartments**

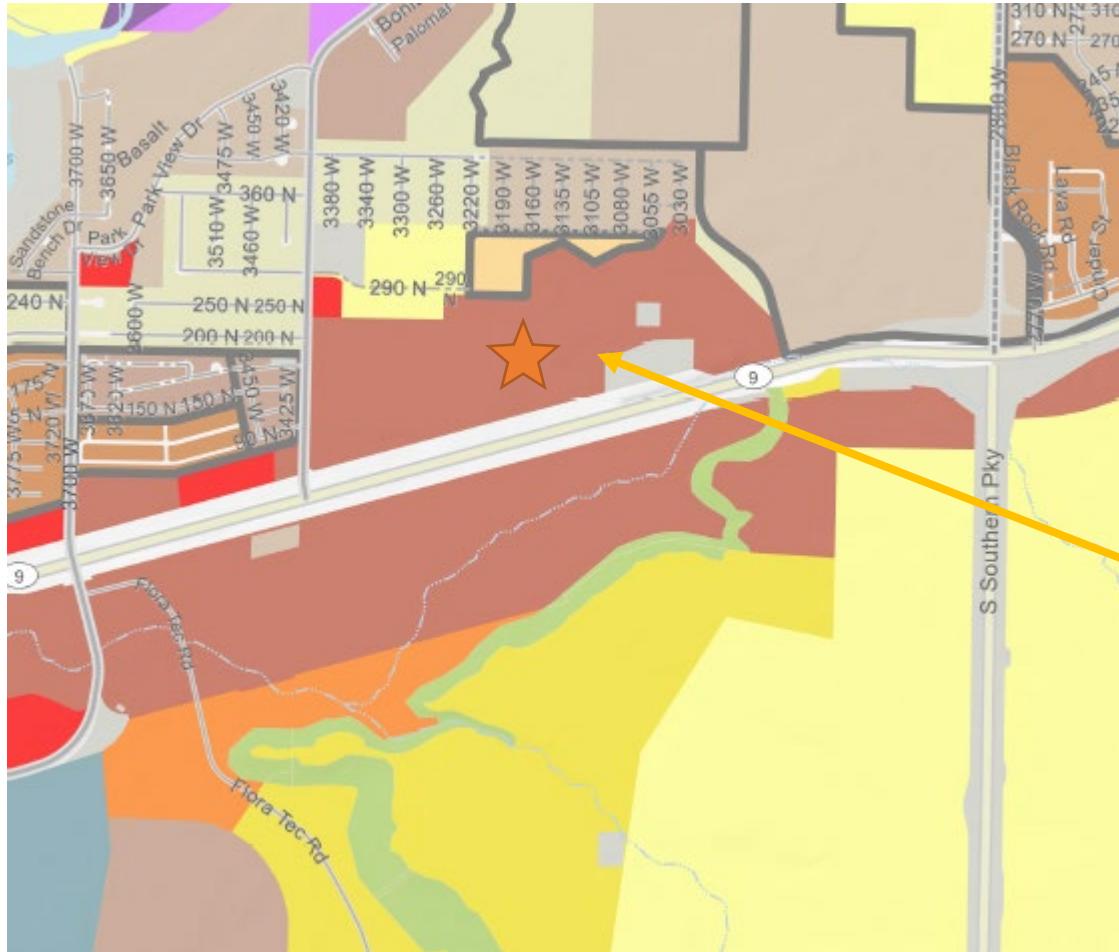
**and
Commercial on
the highway.**

Hurricane City – Future Land Uses

Future Land Use General Plan



Hurricane City – Current Zoning



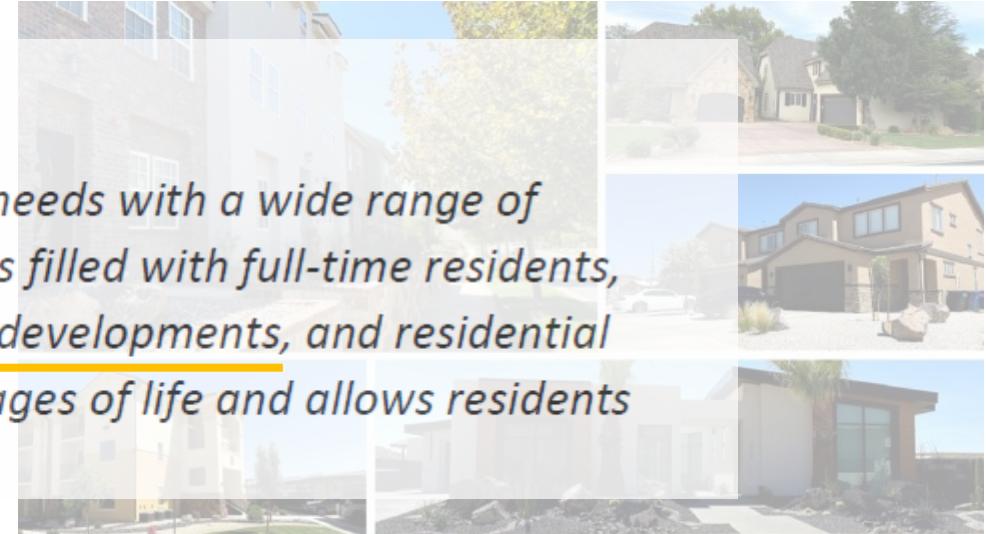
Site Requesting
PC Rezone

Hurricane City – Moderate Income Housing Plan/General Plan

OUR HOUSING VISION

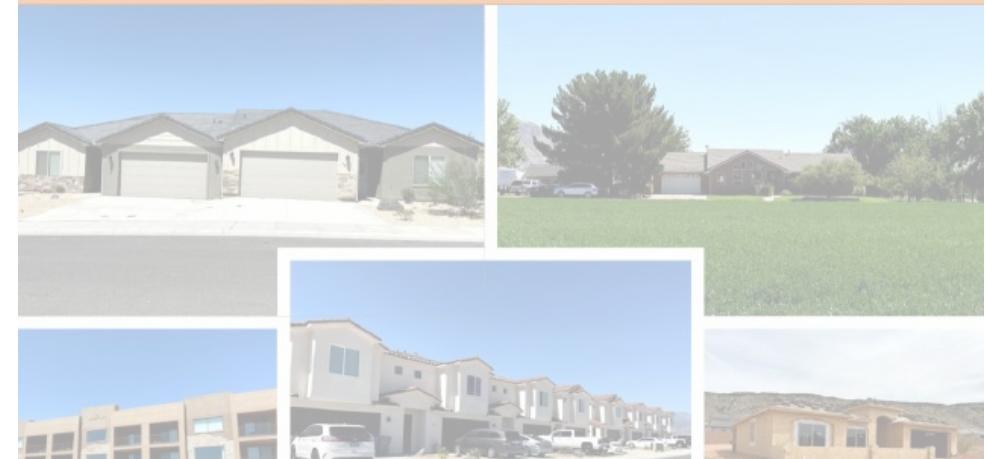
In 2030, Hurricane is a city that addresses their diverse housing needs with a wide range of housing options. A balance of stable single-family neighborhoods filled with full-time residents, retirement communities, affordable, well-designed multi-family developments, and residential agriculture provides 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



Moderate Income Housing Plan

Hurricane City September 2022



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;

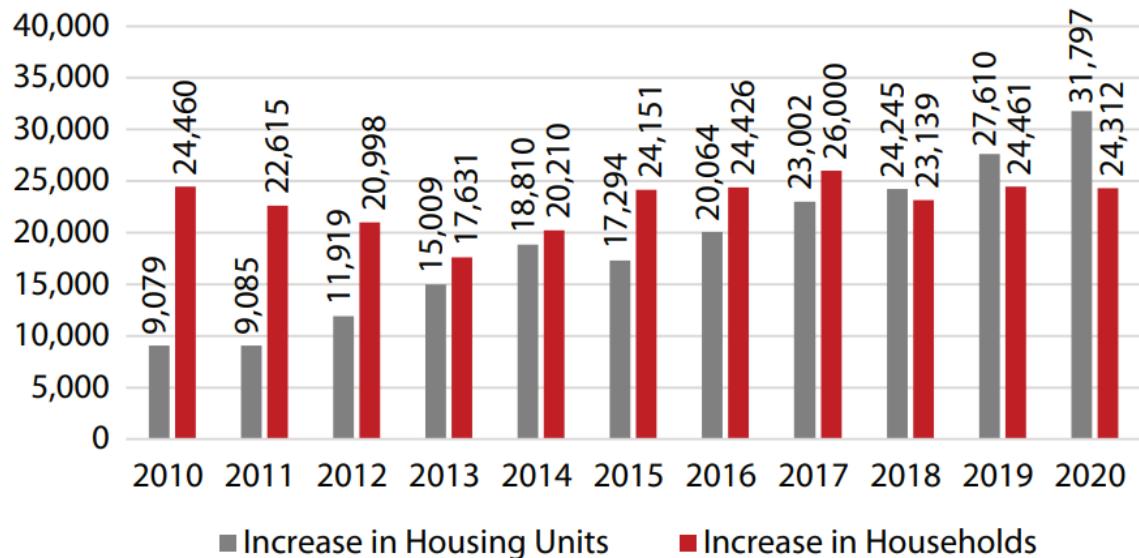
Policy Recommendations

- 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

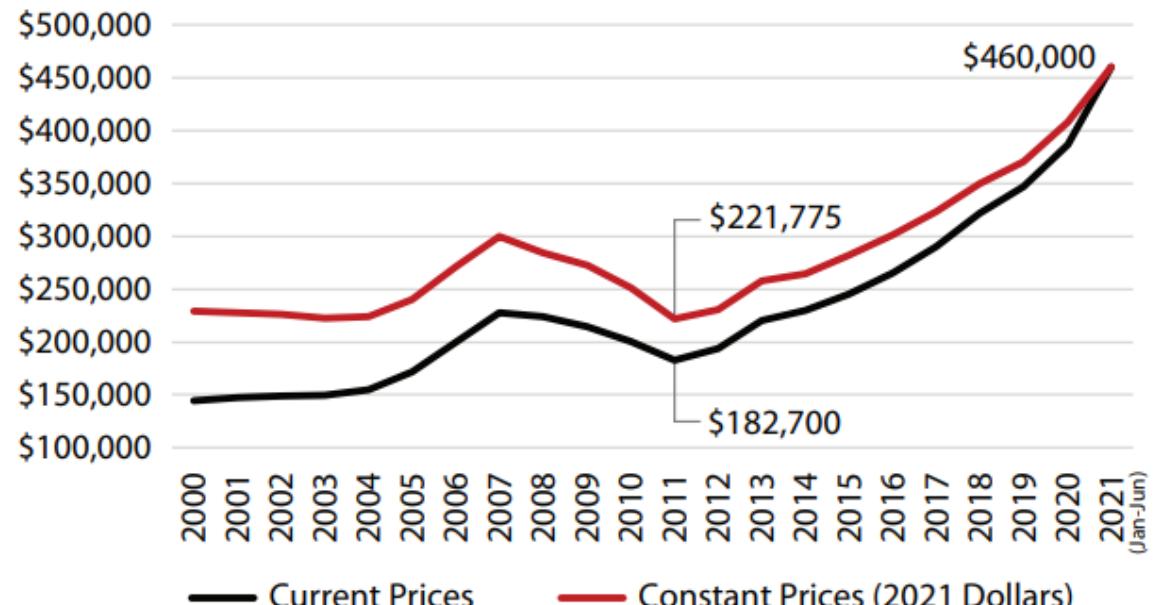
Utah Housing Prices

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

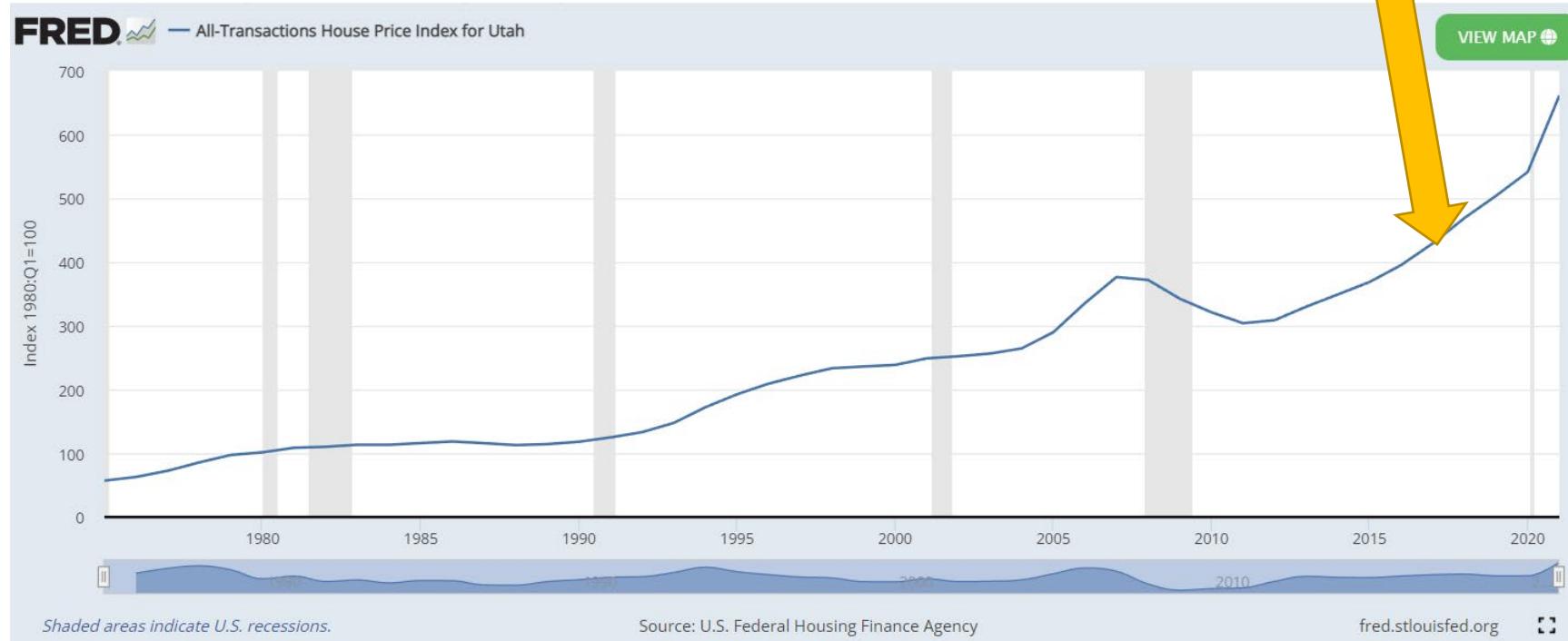
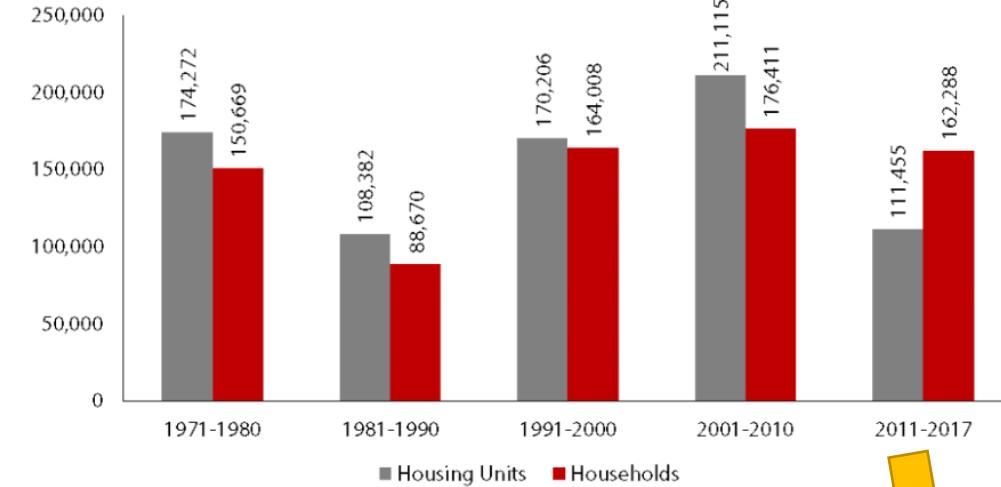
Housing Affordability

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

Stratton Brothers
Interstate Rock 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.

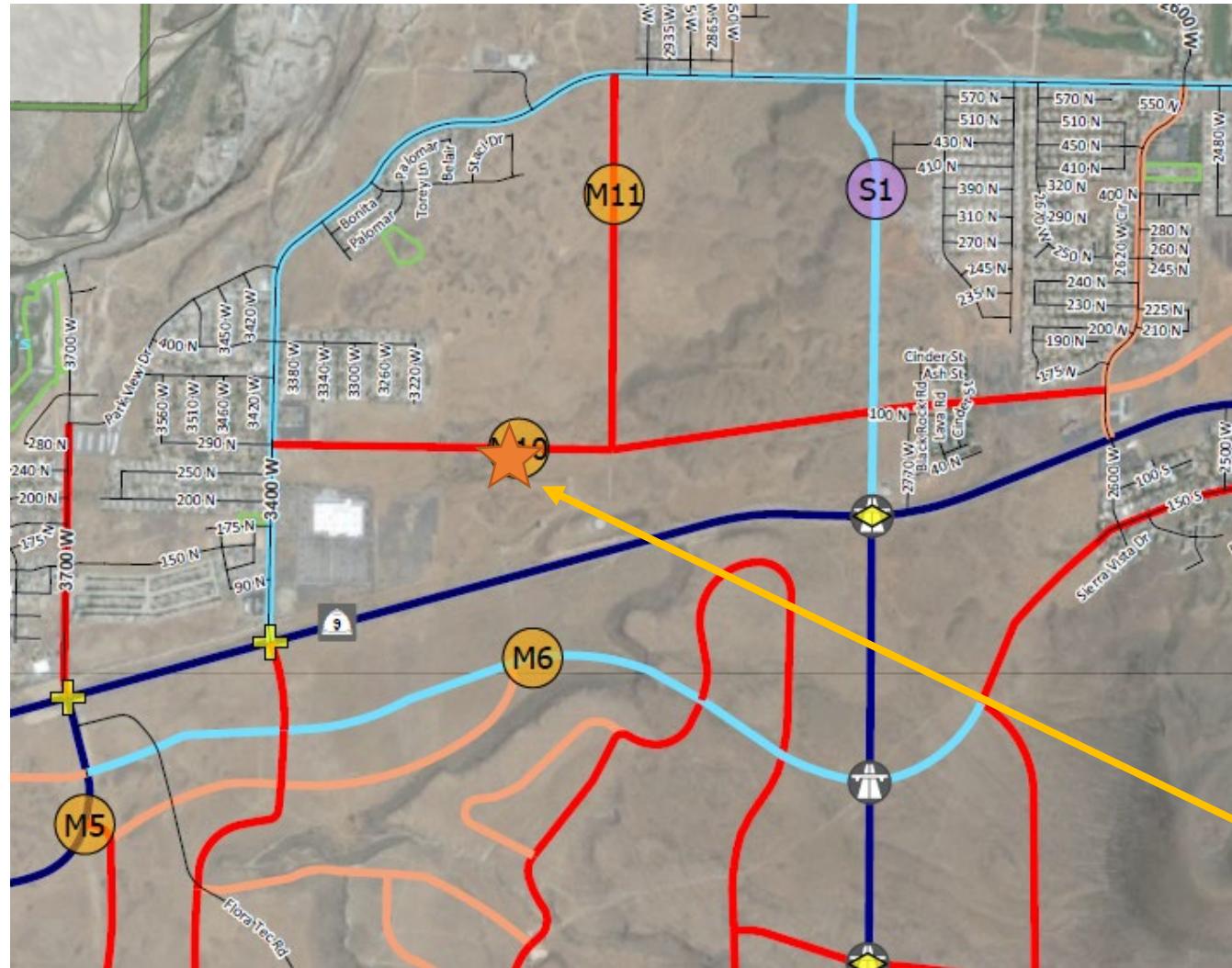
Source: staff report

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

...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

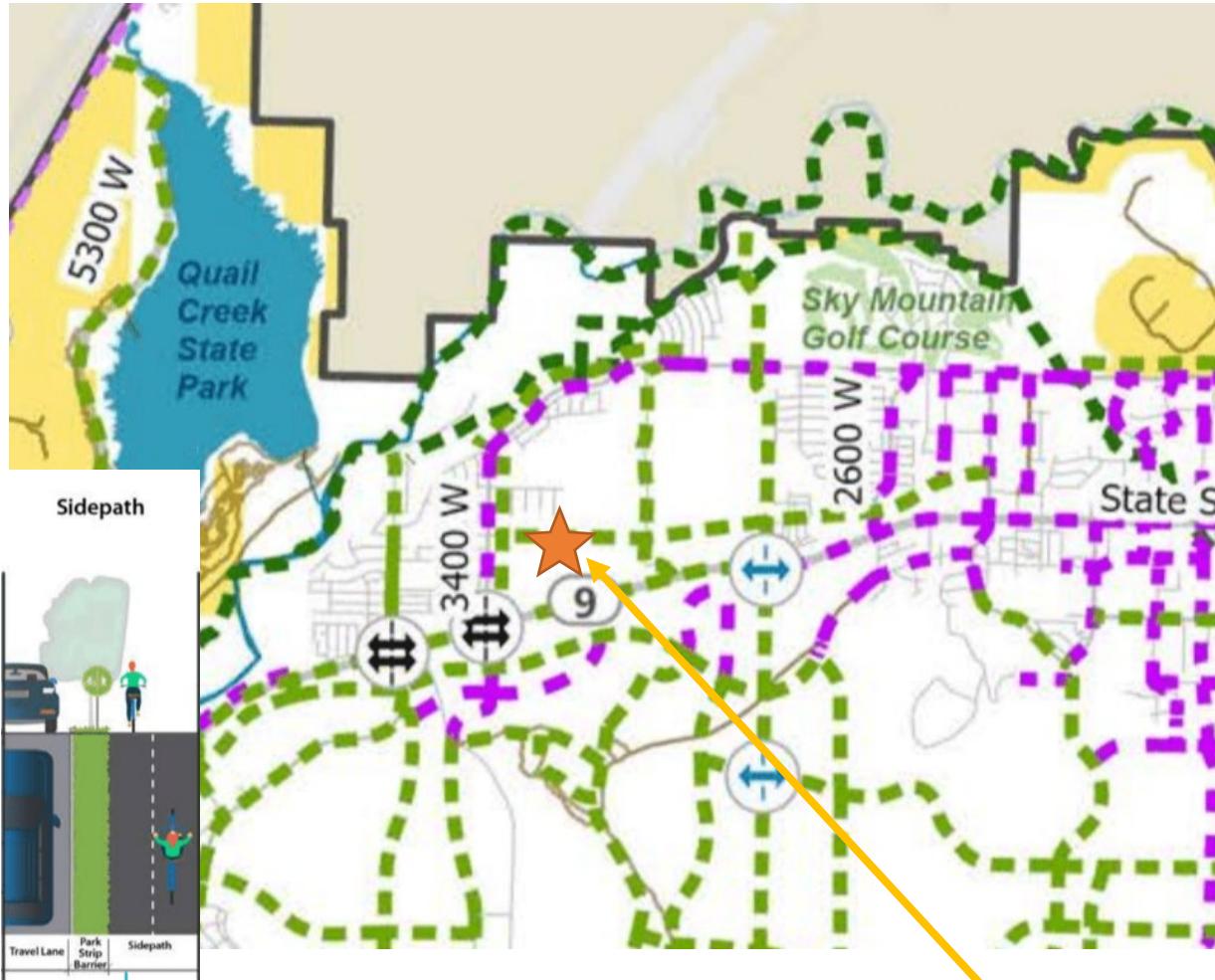
Source: Hurricane Parks and Rec.

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.



Site Requesting
PC Rezone

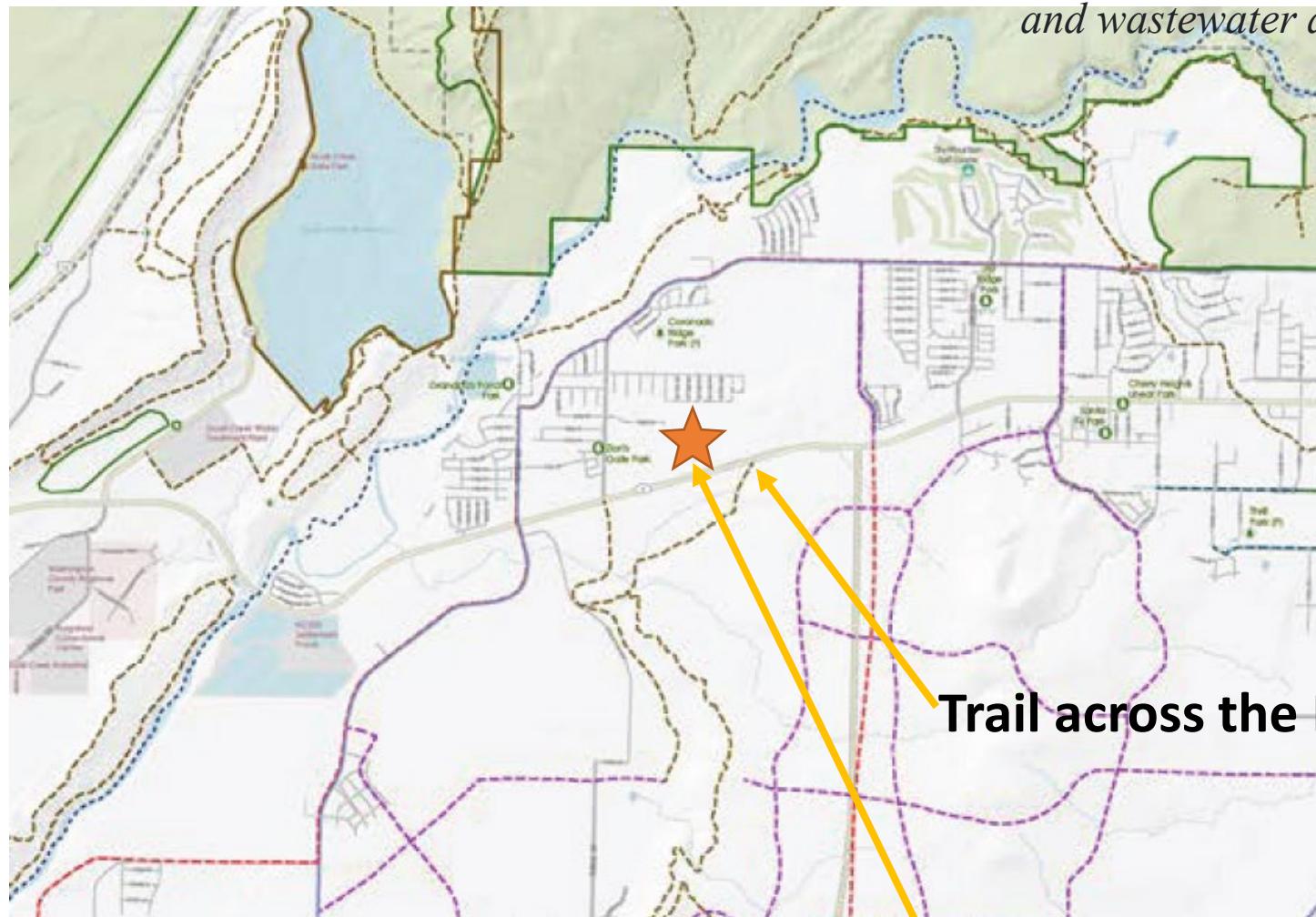
- Bike Lane
- Buffered Bike Lane
- Lane
- Sidepath
- Shared Use Path

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

Hurricane's Trail Plan

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



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

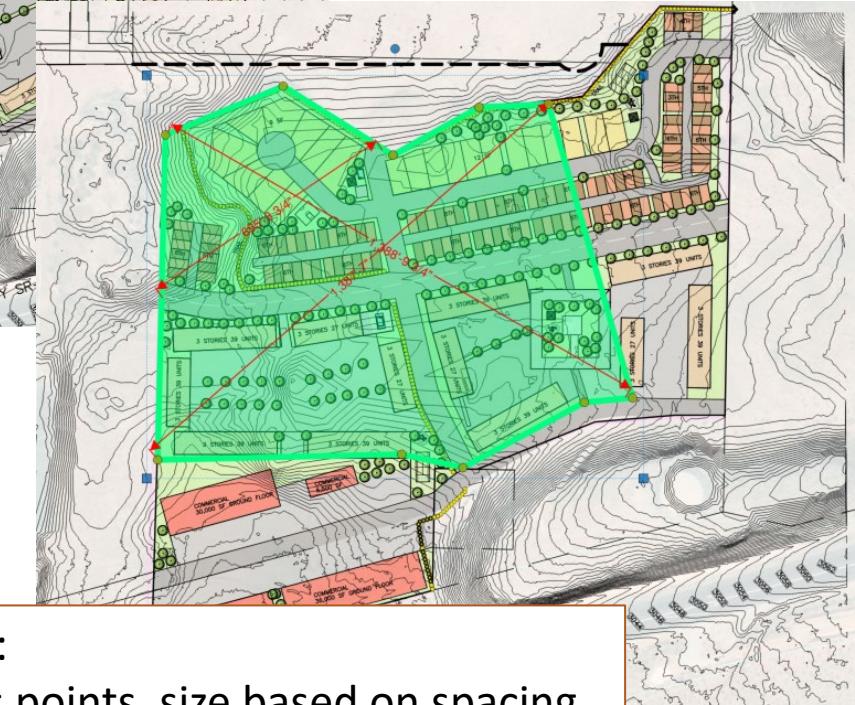


We had a good discussion with the Fire Chief John Postert. He was overall supportive of the project. We discussed how we will have to build in phases according to the fire code depending the access points.

...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 be 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.

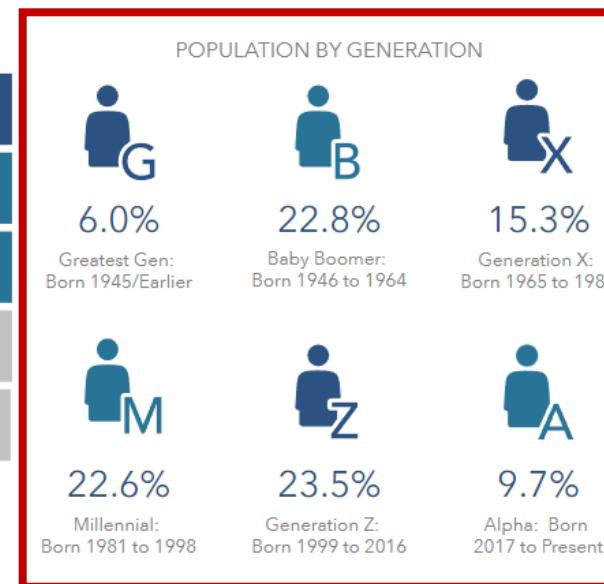
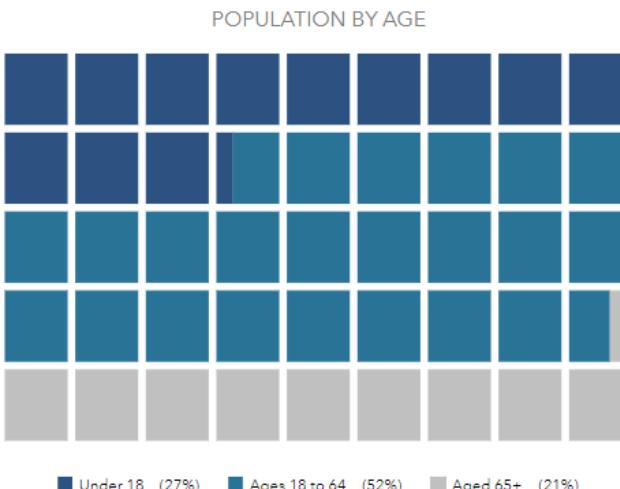
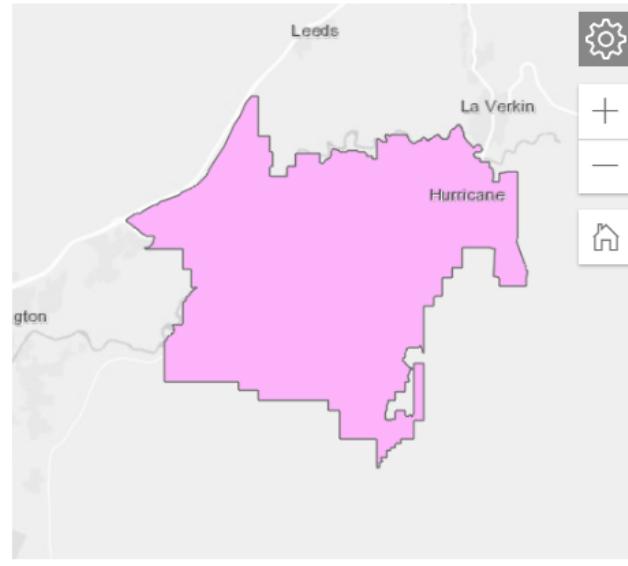


HURRICANE CITY
UTAH

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



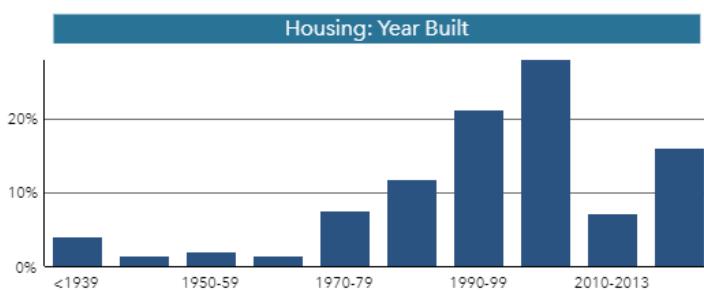
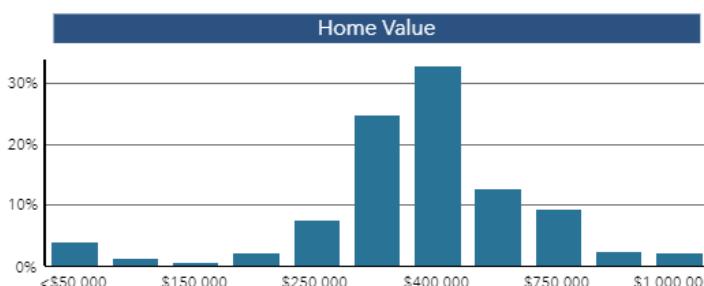
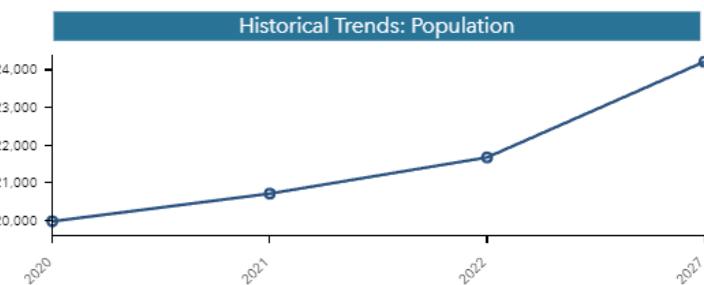
\$10,029

Avg Spent on Mortgage & Basics



26.1%

Percent of Income for Mortgage



Staff Comments – Planning Commission Recommendation



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

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

Trail

Single-family
Homes

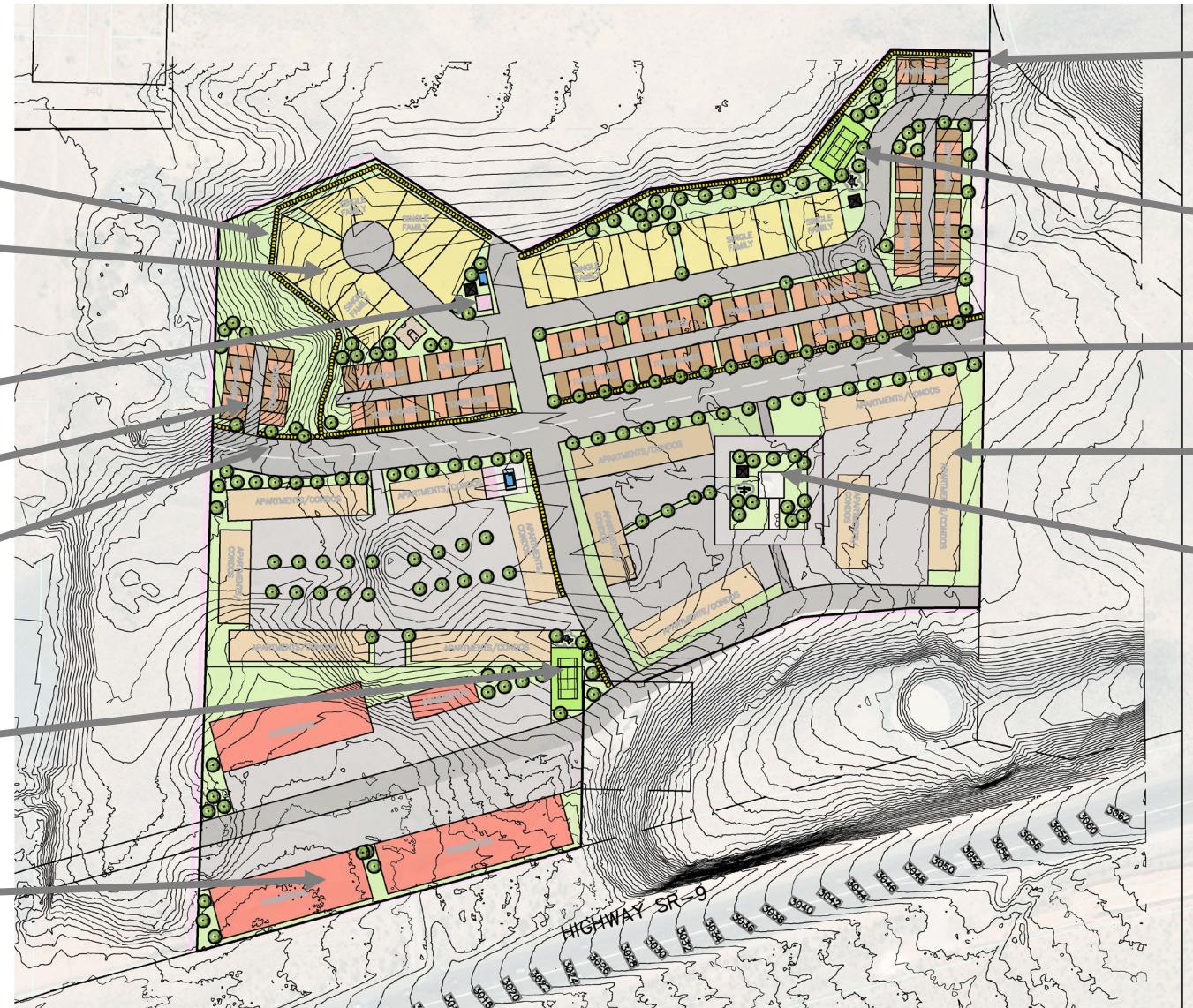
Clubhouse/pool (2)

Townhomes

Side path

Neighborhood Rec.
(5)

Commercial



M11 (future
ROW)

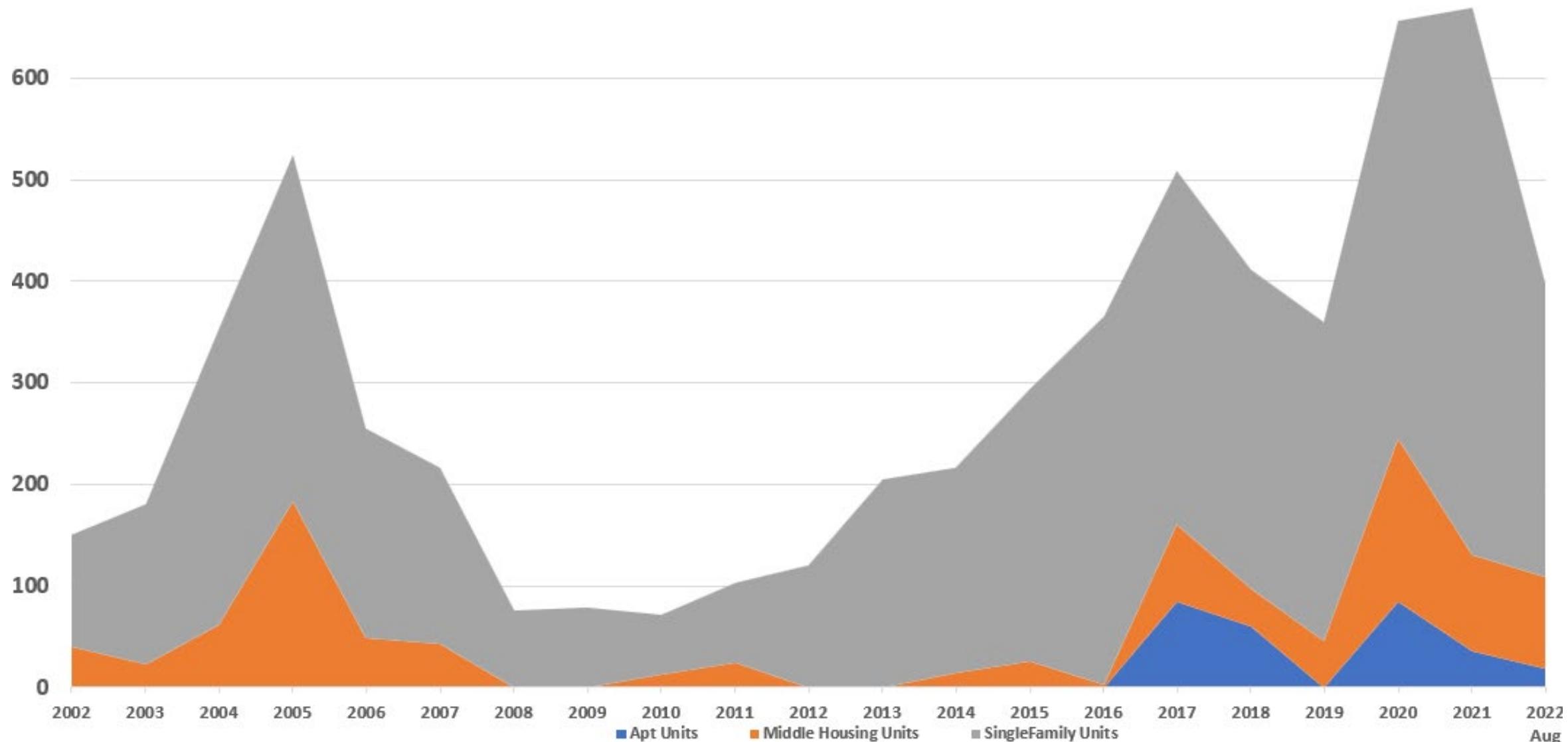
Rec.

M10 (street)

Apartments

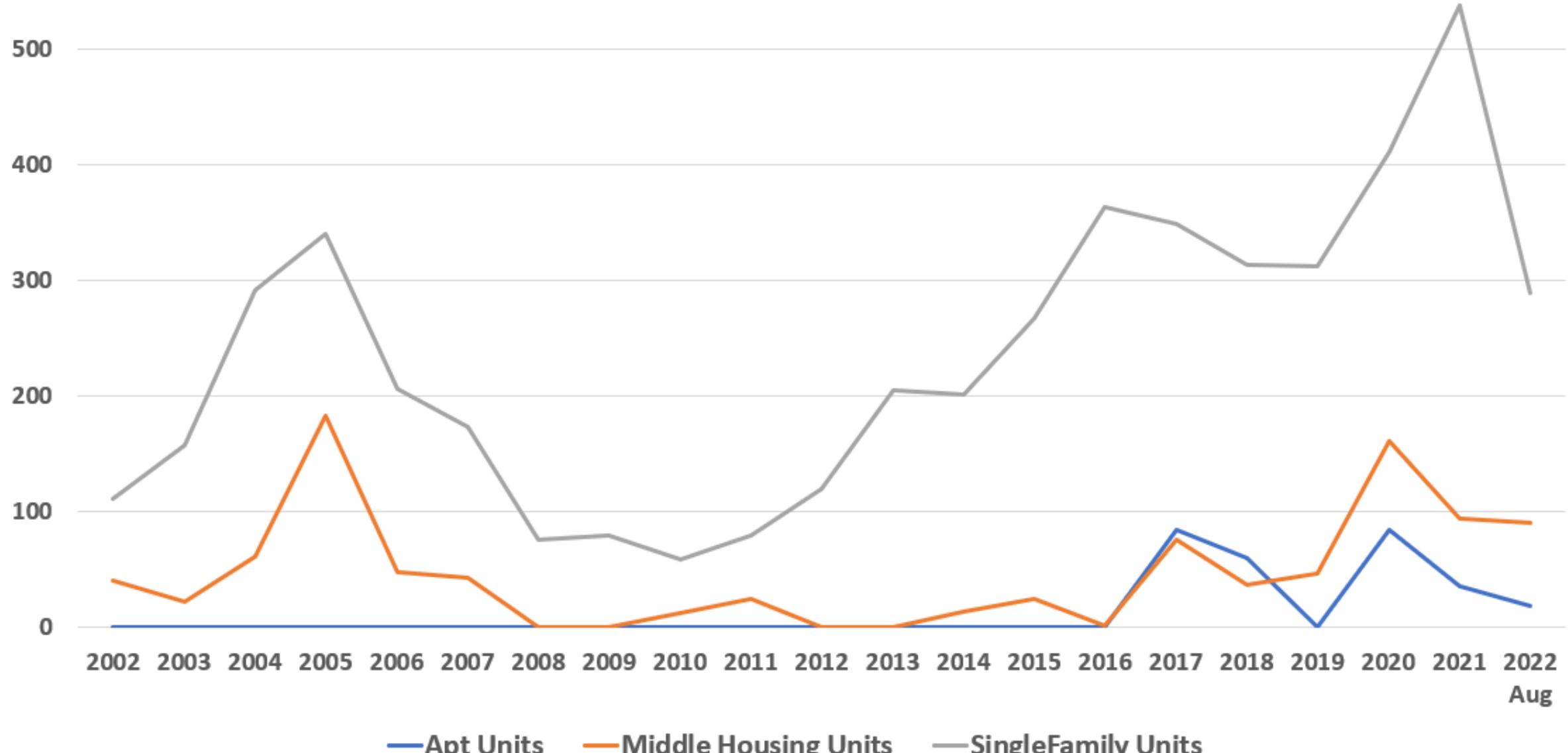
Possible pocket
Park w/
protected city
building

Hurricane Housing Units



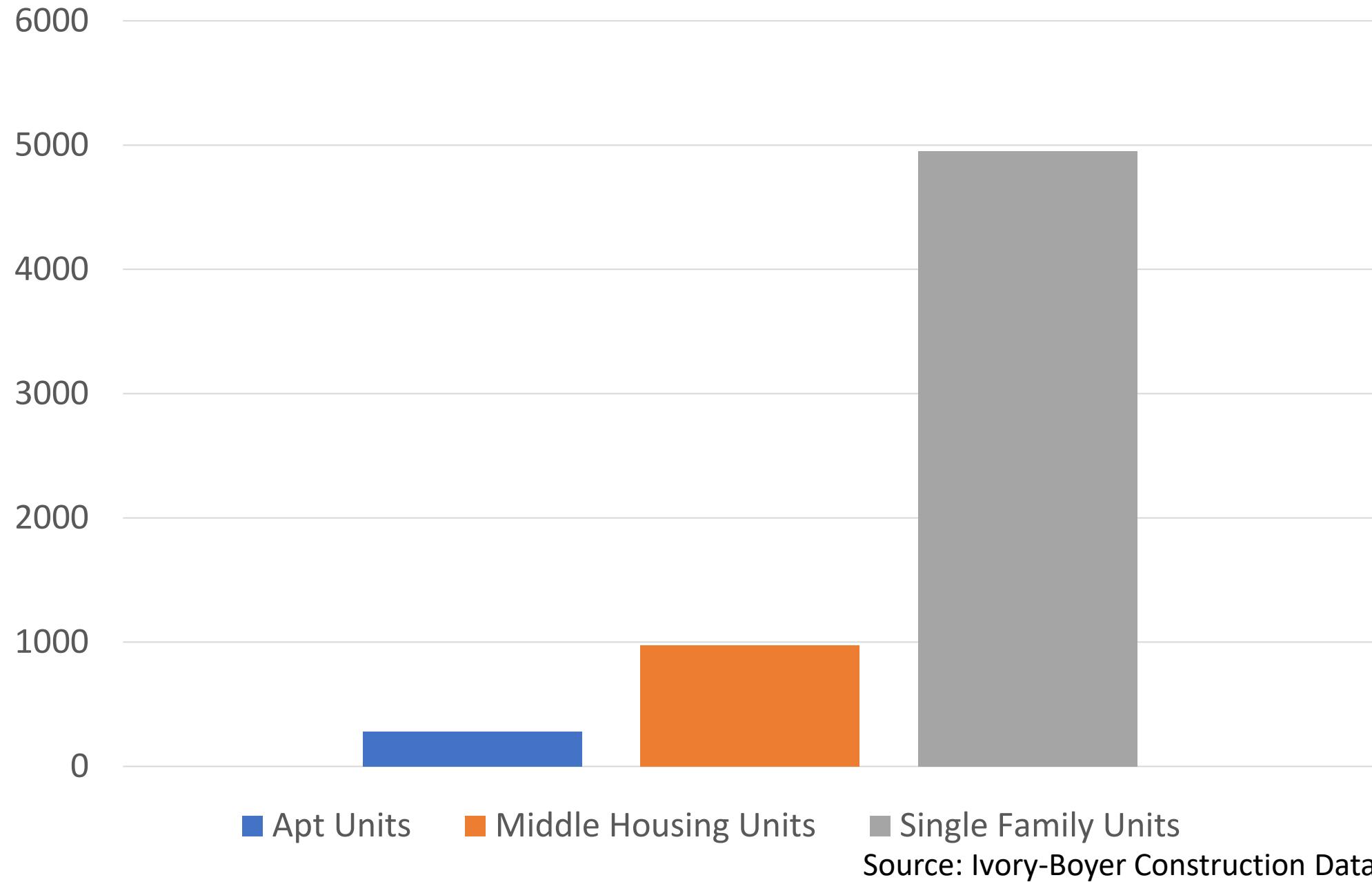
Source: Ivory-Boyer Construction Database

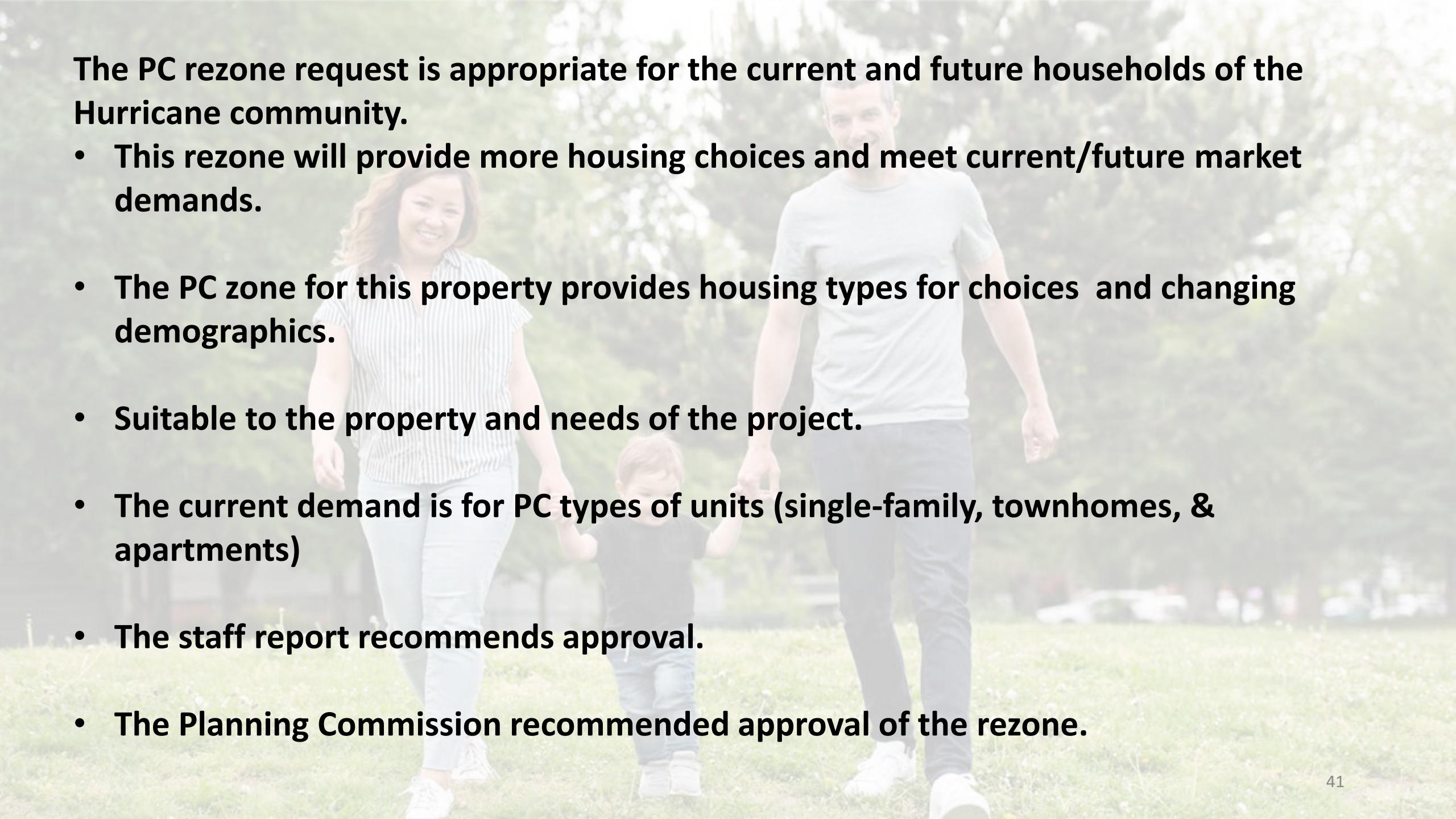
Hurricane Housing Units



Source: Ivory-Boyer Construction Database

Hurricane Housing Units Since 2002



A family of four is walking in a park. A woman with long brown hair, wearing a striped shirt and jeans, walks on the left. A man in a white t-shirt and dark pants walks on the right. They are holding hands with a young girl in the middle and a young boy on the right. The background is a lush green park with trees and a path.

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.**





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 JOHN W. BRAMALL, MAYOR HURRICANE, UTAH 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, 84405
PH: (801) 837-2020

Project Contact:

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

Scale: 1" = 100'
Checked: _____
Number: 7152-26

Sheet 2 Sheets 3

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

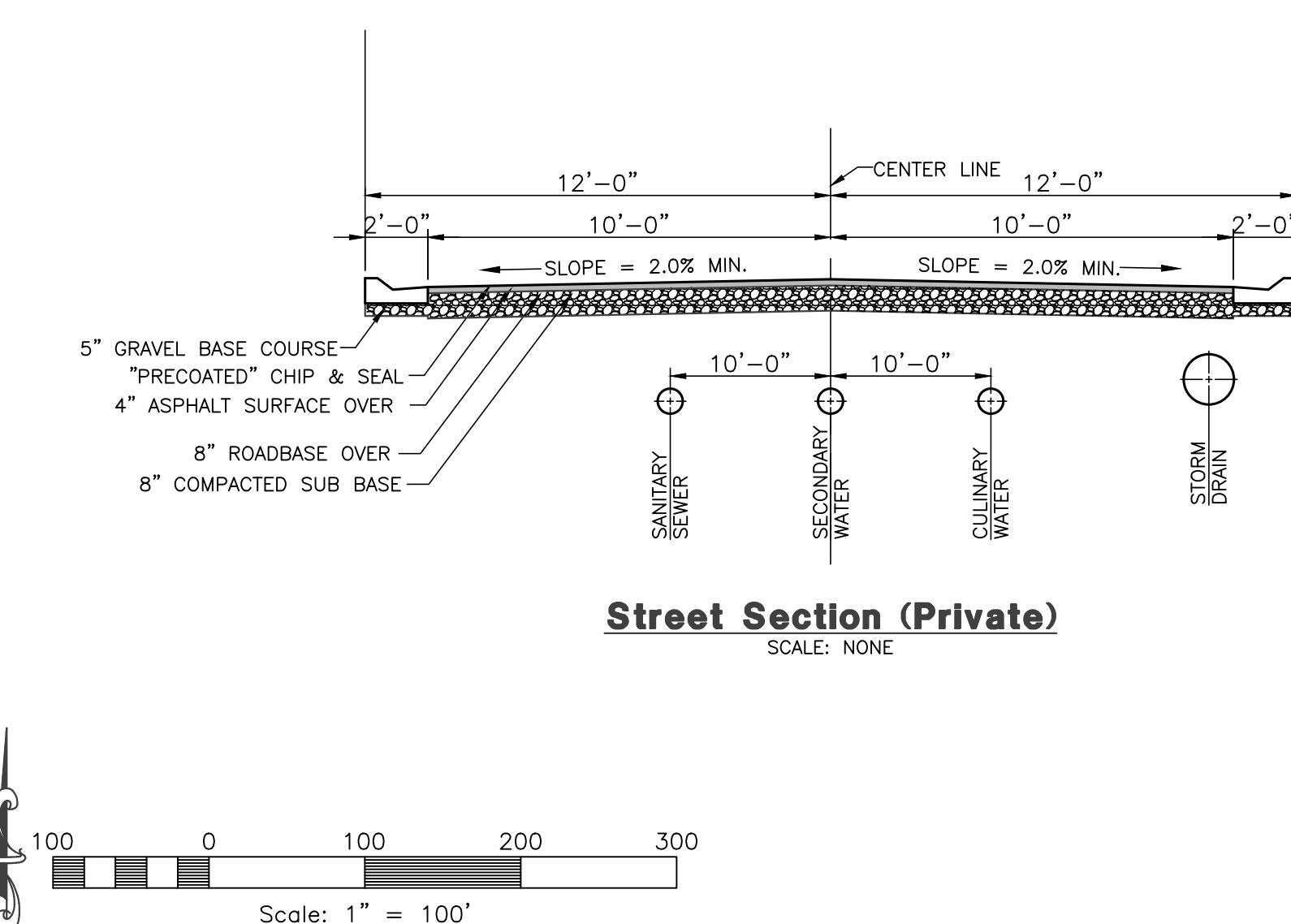
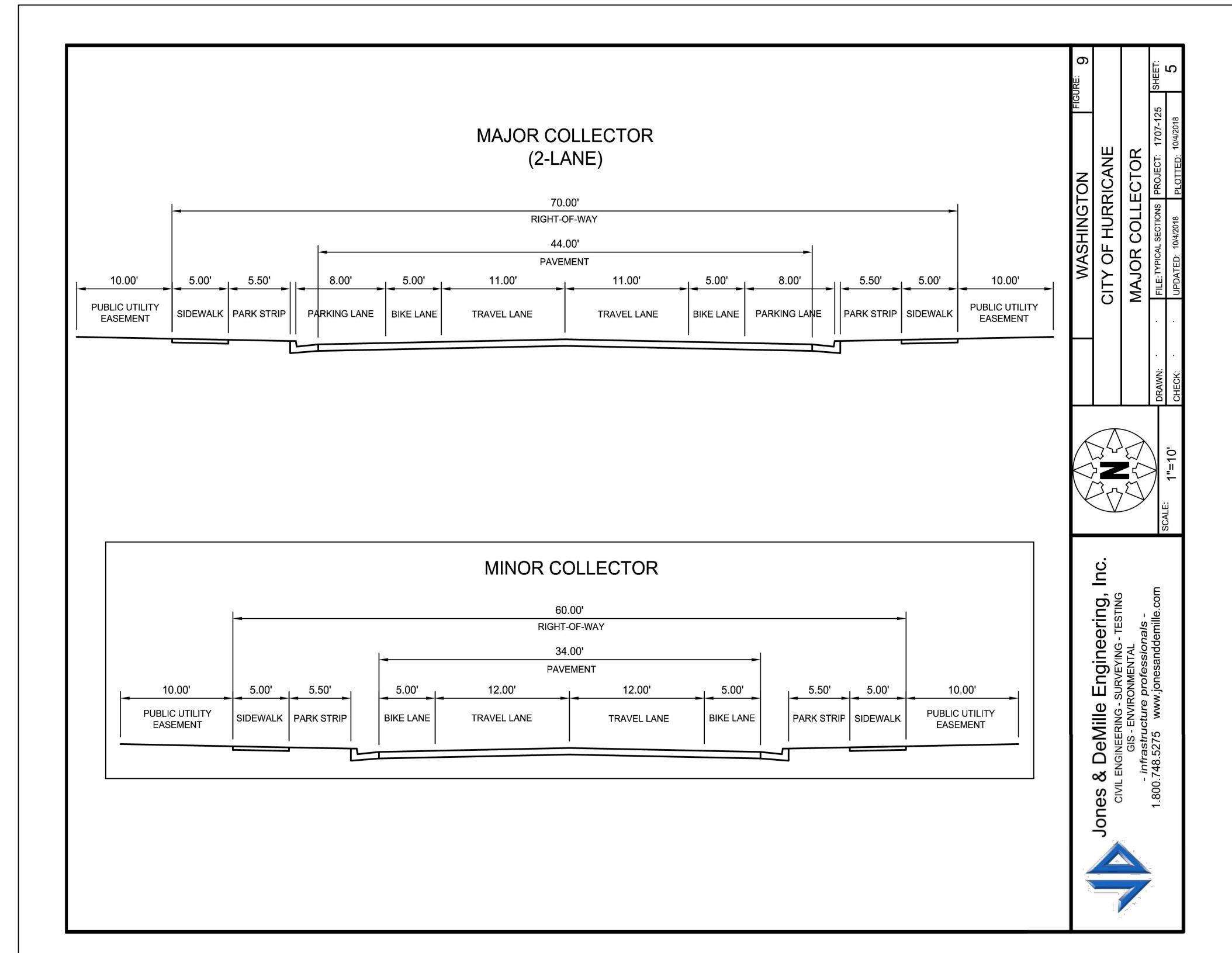
Project Info.
PLANNER: C.CAVE
Designer: J.MEYERS
Begin Date: 2-6-2023
Name: SKYRIM
PRELIMINARY PLAT
Scale: 1"=100'
Checked: _____
Number: 7152-26

Sheet 2 Sheets 3

Reeve & Associates, Inc.
5160 South 1500 West, Riverdale, Utah 84405
TEL: (801) 621-3100 FAX: (801) 621-2656 www.raut.com
LAND PLANNERS • CIV. ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

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.
300 PARKING STALLS	



Developer Contact:

Developer Contact:
Sky Hazlehurst
Leward Development
708 East 5550 South
South Ogden, UT. 74405
H: (801) 837-2020

Select Contact

Project Contact:
Kate Reeve
Reeve & Associates, Inc.
160 South 1500 West
Bountiful, Utah, 84405
(801) 621-7100

Preliminary Proposed Plan

OF THE SOUTHWEST QUARTER OF
SECTION 13 WEST, SALT LAKE CITY,
UTAH, IN THE CITY OF WASHINGTON,
CITY, UTAH

SkyRim

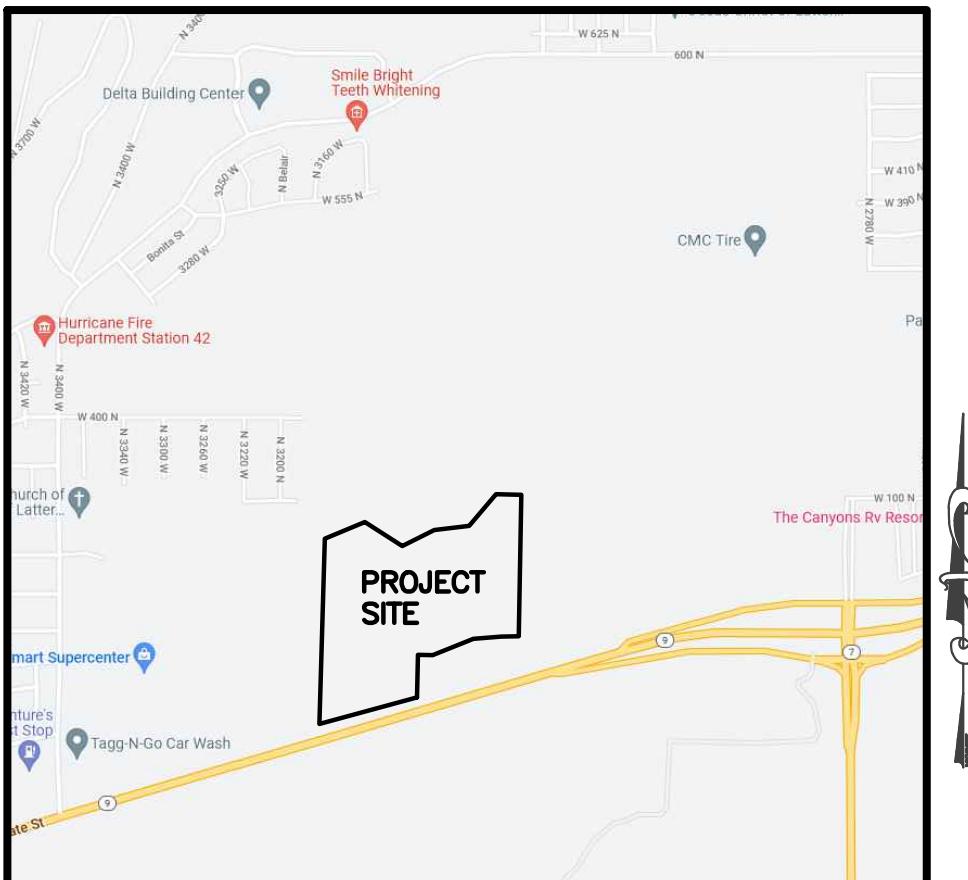
PART OF THE SOUTHWEST QUARTER OF SECTION 31,
RANGE 13 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY
TOWNSHIP 41 NORTH, HURRICANE CITY, WASHINGTON COUNTY, UTAH

Reeve & Associates, Inc.

111

REVISIONS	<u>DATE</u>	<u>DESCRIPTION</u>

Project Info.	
PLANNER:	
C.CAVE	
Designer:	
J.MEYERS	
Begin Date:	
2-6-2023	
Name: <u>SKYRIM</u>	
PRELIMINARY PLAT	
Scale: <u>1"=100'</u>	
Checked: _____	
Number: <u>7152-26</u>	
Sheet	3
	3
Sheets	

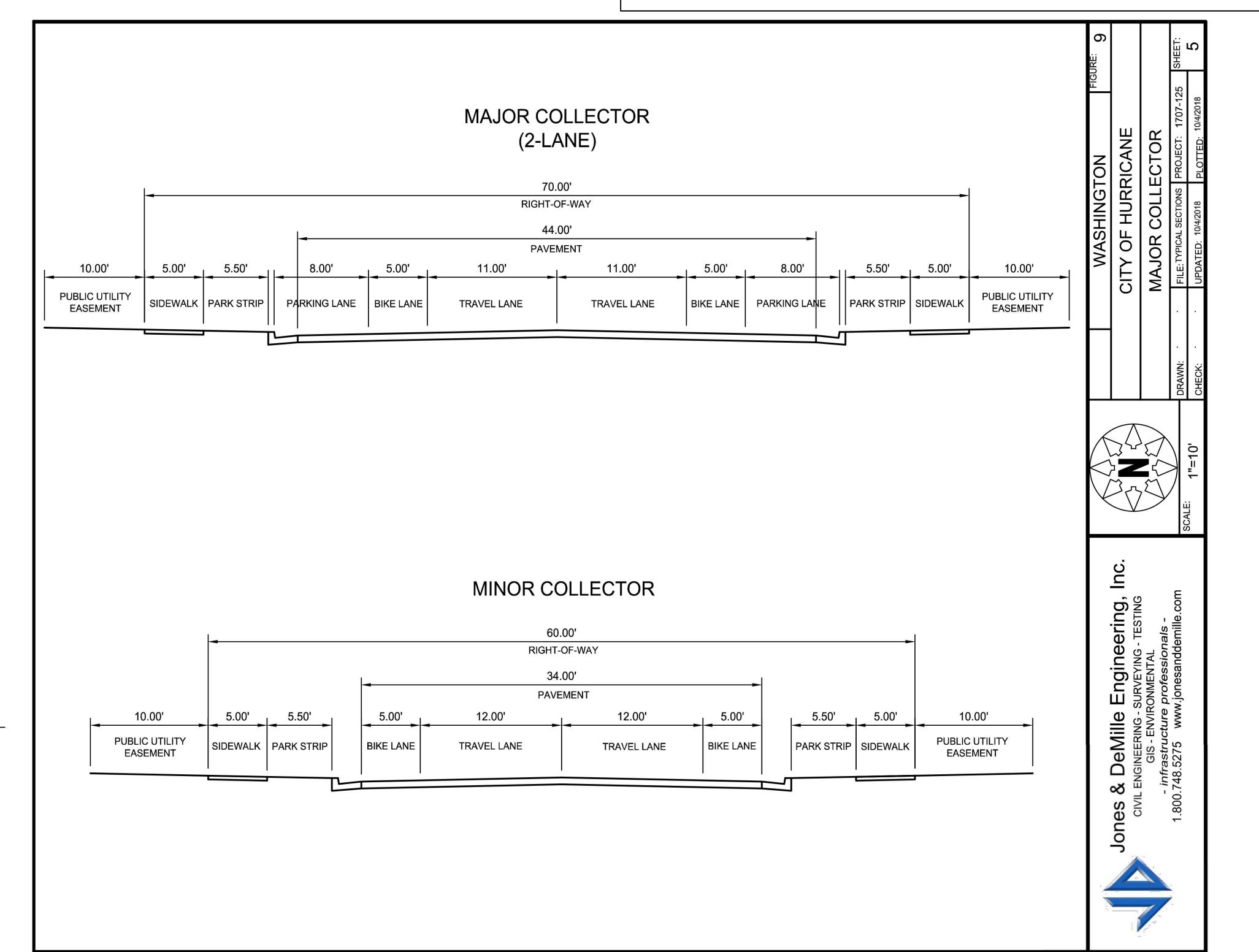


vicinity Map

NOT TO SCALE

SITE DATA

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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	



SkyRim Development SR-9

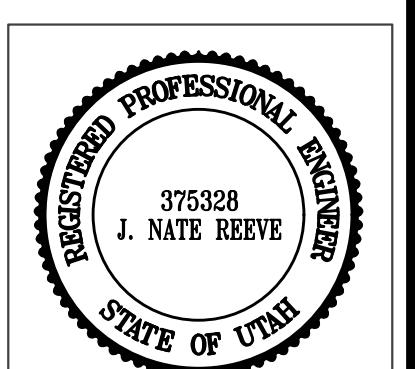
HURRICANE CITY, WASHINGTON COUNTY, UTAH

SR-9 URRICANE CITY, WASHINGTON COUNTY, UTAH

Preliminary Site Plan

SH-9

HURRICANE CITY, WASHINGTON COUNTY, UTAH



Object Contact:

Project Contact:
Reeve
e & Associates, Inc.
1500 South West
dale, Utah, 84405
(301) 621-3100

Project Info.

Engineer: J. NATE REEVE, P

Drafter: J. MEYERS

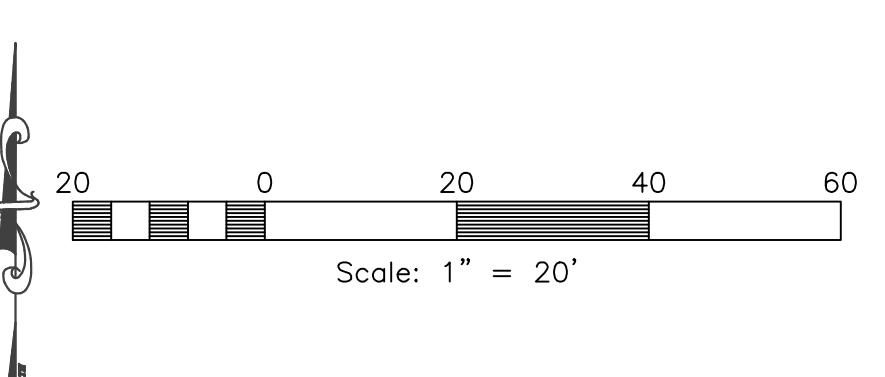
Begin Date: JAN 2023

Name: HURRICANE
SR-9

Number: 7152-2

1

2 Total Sheets



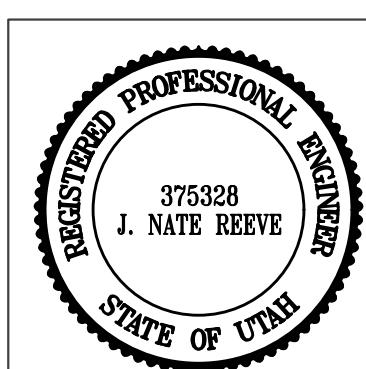
Project Contact:
 Nate Reeve
 Reeve & Associates, Inc.
 5160 South 1500 West
 Riverdale, Utah, 84405
 PH:(801) 621-3100

2

2 Total Sheets

**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

2

Total Sheets



Reeve & Associates, Inc.
 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
 TEL: (801) 621-3100 | www.reeve.co
 LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
 TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

Return to:
Hurricane City
147 N. 870 W.
Hurricane, UT 84737

APN: H-3-1-31-3009

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR
STEWARD LAND HOLDINGS**

THIS AMENDED DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the 19th day of February, 2026 (the “Effective Date”), by and between HURRICANE CITY, a Utah municipal corporation, hereinafter referred to as “City,” and SKYRIM DEVELOPMENT LLC, a 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 December 1, 2022, 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. On February 19, 2026, the City Council approved this amended and restated Agreement for the limited purpose of adjusting the setback standards for single family lots within the medium-density residential areas of the Property.

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

E. 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.

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

G. The City has the authority to enter into this Agreement pursuant to Utah Code Section 10-20-101 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.

H. 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.

I. 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.

J. 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., §10-20-101.

K. 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. 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. 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. Medium Density Setbacks.

- i. Townhome Setbacks: The setback requirements for townhomes within the medium density area designated on the Preliminary Site Plan attached hereto are as follows:

Front setback:	12 feet
Rear setback:	10 feet
Side setback:	10 feet
Streetside setback	20 feet

- ii. Single-Family Home Setbacks: The setback requirements for single family homes within the medium density area designated on the Preliminary Site Plan attached hereto are as follows

Front setback:	25 feet
Rear setback:	10 feet
Side setback:	5 feet on one side and a minimum of 10 feet on the other
Streetside setback	15 feet

- e. The height of buildings shall not exceed three stories in height above grade.

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: Skyrim Development, LLC
 Attention: Brad Brown, Managing Partner
 2444 Washington Blvd, STE 204
 Ogden, UT 84403

To the City: Hurricane City
 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 shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

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.

l. Approval and Authority to Execute. Each of the Parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

CITY:

HURRICANE CITY

ATTEST:

By: _____
City Recorder

By: _____
Mayor Clark Fawcett

DEVELOPER:

By: _____
Name: _____
Title: _____

On the ____ day of _____, 202_____, personally appeared before me _____, who being by me duly sworn, did say that he is the manager of SKYRIM DEVELOPMENT LLC, a 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

EXHIBIT B
City Council Approval Minutes

EXHIBIT C

Site Plan

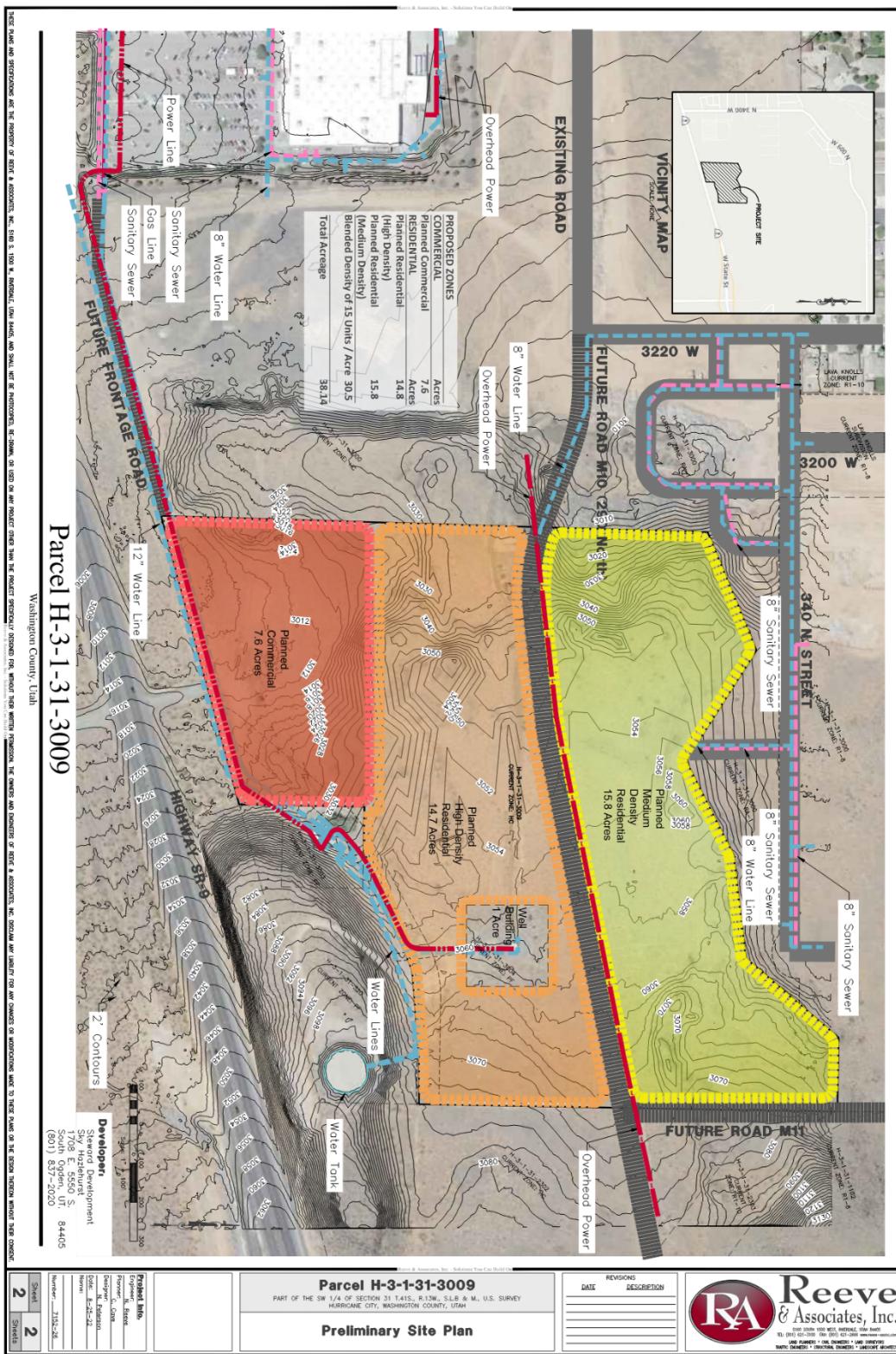


EXHIBIT D

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**

STAFF COMMENTS

Item: Consideration and possible approval of an appeal of the business license denial for Rizerin LLC.

Discussion: The applicant has held a business license in Hurricane since September 2020, during which time there have been no complaints or issues reported. In 2025, the owner failed to renew the license and was required to reapply. While background checks are generally required for businesses that enter residents' homes, those with a current DOPL license are typically exempt, as the state conducts the check. Despite this, staff collected and completed a background check during the owner's reapplication process. The background revealed a felony charge from 2018, which under the current ordinance required staff to deny the application. The owner has submitted an official appeal. Staff has no concerns with granting an exception in this case, as there have been no past issues and the owner has demonstrated steps toward rehabilitation. – Cindy Beteag

Findings:

Recommendation:

Cindy Beteag

From: Office Rizzerin <office@rizzerin.com>
Sent: Friday, January 30, 2026 8:55 AM
To: Cindy Beteag
Subject: Fwd: Appeal for business License for Samuel Elam (Rizerin LLC)

----- Forwarded message -----

From: **Office Rizzerin** <office@rizzerin.com>
Date: Fri, Jan 30, 2026 at 8:27 AM
Subject: Appeal for business License for Samuel Elam (Rizerin LLC)
To: <cindy@hurricane.utah>

To Whom It May Concern,

I am writing to formally appeal the recent decision regarding the issuance of a business license for my operations within the city of Hurricane.

Rizzerin LLC has been an active and compliant member of the Hurricane business community for the past five years. We initiated our work with a handyman license and subsequently obtained our R101 contractor's license four years ago. My current General Contractor's License is held under Rizzerin LLC, which was secured at the close of 2025.

I understand that my history, specifically the felony charges incurred in my youth stemming from a past struggle with drug addiction, has been a factor in this decision. I successfully addressed this issue in 2003, and these legal matters are now over two decades old. I accept full responsibility for my past actions, but I respectfully assert that I have fully met my obligations to society and have since established several successful career paths.

Furthermore, in 2017, I sought professional treatment for severe alcoholism, successfully completing programs at Lions Gate and Renaissance Ranch, both local treatment centers. My commitment to sobriety remains absolute, and I am deeply involved in ongoing recovery programs, including Alcoholics Anonymous, Narcotics Anonymous, and the Mankind Project. My recovery is supported by extensive work with a long-term therapist, hundreds of meetings attended, and years of service within our community. Documentation confirming my treatment completion is available upon request.

My business record is a testament to my current professional standing. We have successfully completed over 2,500 invoiced jobs for home repair and remodel within this community. I can readily provide letters of strong recommendation and support from other local business owners who can attest to my reliability and quality of work.

I respectfully request that the city council consider my extensive history of business success, my verifiable commitment to personal rehabilitation, and my positive contributions to the community when reviewing this appeal. I am a responsible and committed business owner prepared to continue serving

the residents of Hurricane.

Sincerely,

Office Rizzerin



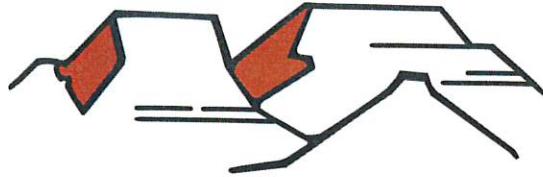
Office 435-216-8098



Office 435-216-8098

Mayor
Nanette Billings

City Manager
Kaden DeMille



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

HURRICANE CITY

UTAH

December 10, 2025

Rizerin LLC
Samuel Elam
537 N 380 W
Hurricane UT 84737

RE: Denial of Business License Application

To Whom it May Concern:

On December 3, 2025, a business license application was submitted to my office for your business along with payment of the license and application fees. This application was reviewed in accordance with licensing procedures, and it was determined that the license could not be approved or issued due to non-compliance with Hurricane City Code 3-1-9 regarding felony convictions.

According to HCC 3-1-6, all fees paid are non-refundable. Operating a business without a license would subject you to citation for operating without a valid business license.

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

Please feel free to contact me at 435-635-2811 ext. 112 or by emailing licensing@hurricane.utah.gov if you have any questions.

Thank you,

Brienna Spencer

Brienna Spencer
Planning Technician/Licensing Clerk





HURRICANE CITY
UTAH

147 N 870 WEST, HURRICANE, UTAH 84737
PHONE: 435-635-2811 FAX: 435-635-2184
www.cityofhurricane.com

Date of Application _____

License Fee \$50.00
Application Fee \$25.00
Total Due \$75.00

BUSINESS LICENSE APPLICATION

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

SECTION A — BUSINESS INFORMATION

Name of Business: Rizerin LLC

Business Phone: 435-590-3990

Business Email: Sclam@rizerin.com

Business Address: 537 N. 680 W
(Street Number)

(Suite)

Hurricane UT

84737
(City)
(State)
(Zip)

Mailing Address (if different):

(Street Number)

(City)

(State)

(Zip)

State Sales Tax Number (if applicable): _____ Dept. of Commerce Entity #: 11933393-0160

Professional License # (if applicable): 12375655-5501 Federal Identification #: 85-2884260

Website: Rizerin.com

Description of Business: Home repair + remodel

Will there be any building or remodeling: Yes

Will the business be located in a newly constructed building: ND

Commercial Lease-Property Owner Written Approval: ND

Are you a Sexually Oriented Business: Yes

Does your business sell alcohol: ND

Does your business sell tobacco products: ND

PART B — HOME OCCUPATION APPLICANTS ONLY

Will customers visit the home.....ND.....

Will display or stock of merchandise be at home.....ND.....

Will employees be at the house.....ND.....

Any unusual traffic be created in neighborhood.....ND.....

Will parking on roadside be needed.....ND.....

Will flammable, toxic or poisonous materials be kept at the home.....ND.....

Will there be any disposal of material into the septic or sewer system?.....ND.....

What portion of home is to be used for business (25% total structure area).....25%.....

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: Samuel P. Elam Phone Number: _____

Home Address: _____

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

➤ This form is an application for a business license. The receipt for payment of license fees thereof does not constitute being approved to operate a business. The actual license will be issued only when all inspections are completed and signed off by the various City departments and approval is given by the Business License Office. To open and/or operate a business without final approval is a Class B Misdemeanor and punishable by law.

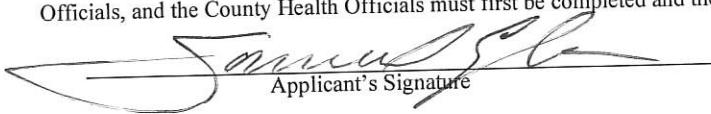
Manager (if different): _____

Phone Number: _____

All businesses licensed in Hurricane City must be in compliance with applicable fire codes and regulations at all times. New businesses may be required to pass a fire inspection prior to issuance of a business license. Fire inspections encompass, but are not limited to: fire equipment such as extinguishers, exits and aisles, electrical equipment, storage, and fire protection systems. Inspections may include additional areas of concern specific to particular business activities and/or locations. The licensing clerk will inform new applicants whether an initial inspection is required. Please contact the Hurricane Valley District at 435-635-9562 to schedule an inspection.

I understand that compliance with applicable fire codes and regulations is required for all businesses licensed in Hurricane City. I understand that a fire inspection of my business may be required in the future and would be conducted by Hurricane City Fire Department personnel. I understand that failure to comply with applicable fire codes and regulations may be grounds for revocation of my business license.

I UNDERSTAND AND AGREE to comply with all regulations of Title 3 Business License Regulations. I UNDERSTAND that business shall not commence at this location without first obtaining an official copy of the business license, and that inspections of the City Building, Zoning, Fire Officials, and the County Health Officials must first be completed and the building approved by these officials for business activities.



Applicant's Signature

12-2-2025

Date

		Office Use Only	
TOTAL FEES	\$ _____	AMOUNT PAID \$ _____	
DATE	_____	RECEIPT # _____	
CITY LICENSE NUMBER _____			
Home Occupation: yes / no		Zone: _____	Permitted Use: yes / no
Planning Commission Approval Required: yes / no If yes, which approval: site plan / conditional use			
Planning Commission approval date: _____		Zoning approval/date: _____	
New Construction: yes / no		Remodel: yes / no	Building Permit: yes / no
Certificate of Occupancy or Tenant Improvement inspection required: yes / no			



HURRICANE CITY **UTAH**

STAFF COMMENTS

Item: Consideration and possible approval of Ordinance 2026-02 Amending Title 3, Chapter 1 regarding background checks.

Discussion: On January 15th, staff presented a discussion to the Council concerning background check requirements for business owners. The Council expressed support for implementing a ten-year look-back period for businesses that involve interaction with minor children, entry into private residences, and tattoo services. Additionally, in response to an increase in sexually oriented massage establishments, staff proposed and incorporated a requirement for annual background checks for those businesses as part of the chapter amendments. – Cindy Beteag

Findings:

Recommendation:

**AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING
TITLE 3, CHAPTER 1 WITH REGARDS TO BACKGROUND CHECKS**

WHEREAS, the City Council of Hurricane, Utah desires to amend Title 3, Chapter 1 of the Hurricane City Code; and

WHEREAS, the City Council finds these amendments necessary and desirable for the preservation of the general health, safety, and welfare of the residents of Hurricane City;

BE IT HEREBY ORDAINED by the Hurricane City Council that Section 3-1-3 and 3-1-9 of the Hurricane City Code is amended to read as follows:

Chapter 1

3-1-1 through 3-1-2 remains unchanged.

Sec. 3-1-3. License Officer; power and duties

The City Recorder-Clerk is hereby designated and appointed as ex officio City License Officer and shall issue licenses in the name of the City to all persons qualified under the provisions of this chapter and shall remit to the City Treasurer all license fees collected hereunder. In addition to all other powers granted hereunder, the City Recorder-Clerk or designees shall have the following powers:

- A. *Adopt forms.* Authority to adopt all forms necessary or desirable to facilitate orderly and systematic issuance of all business licenses and ensure the preservation of business records.
- B. *Investigation of applicants.* Authority to authorize investigation of any applicant or licensee, either at the time of application for a license, or at any time thereafter, in order to determine the eligibility of such applicant or licensee for the issuance or renewal of a business license. The Chief of Police and the Fire Chief, and all officers, deputies or employees under their authority, are hereby authorized to conduct any such investigation on behalf of and at the request of the City Recorder-Clerk. An investigation, including an annual criminal background check, will be mandatory for any of the following businesses and their employees: massage parlors and massage therapists, tattoo artists, and any business dealing with minor children or entry to a private residence.
- C. *Determination of standing of applicant or licensee.* Make a determination whether the applicant or licensee is in violation of any provision of any City ordinance, or indebted or obligated in any manner to the City or any agency thereof, or in violation of any City land use regulation by reason of the condition of the business premises or the use to be made thereof.
- D. *Require necessary affidavits.* When considered necessary in the discretion of the City Recorder-Clerk, require affidavits regarding the prior history of the applicant, indicating

whether such person has had prior business experience, has had a prior business license revoked or suspended, or any other information with respect to the applicant's prior experience or personal integrity, including a record of prior convictions or arrests of the applicant or licensee.

- E. *Issuance of notice of acceptance or rejection.* Notify any applicant or licensee of the acceptance or rejection of the application for business license, and, in the event of rejection and upon request of the applicant, said notice shall state in writing the reasons for such rejection. The City Recorder-Clerk shall also have authority to notify the licensee of any facts constituting a violation of any City ordinance.
- F. *Enforcement.* Be responsible for enforcement of all provisions of this chapter, and shall cause to be filed complaints against all persons or entities violating any of the provisions of this chapter.
- G. *Denial of applications.* Deny business license applications, including applications to renew business licenses, as set forth in this chapter.

(1998 Code § 9-219; Ord. 2007-19, 9-20-2007; Ord. 2013-12, 11-7-2013; Ord. No. [2022-57](#), 10-20-2022; Ord. No. [2024-09](#), 8-1-2024)

Sec 3-1-4 – 3-1-8 remains unchanged.

Sec. 3-1-9. Revocation or denial of license.

- A. *Grounds.* A business license application or existing business license may be denied or revoked for any of the following reasons:
 - 1. The application is not on the form provided or does not contain the required information.
 - 2. The application contains materially false information.
 - 3. The equipment, vehicle, device or structure to be used is inadequate or unsafe for the purpose for which it is to be used.
 - 4. The business or location of the business activity is such as to interfere with or unreasonably obstruct the free flow of vehicular traffic or with other means of travel on any public street or with pedestrian traffic on the sidewalk.
 - 5. ~~The applicant, or any other person conducting the business has violated any federal, state or local law, regulation or ordinance governing the business, or has been convicted of a felony or a misdemeanor involving moral turpitude. For businesses dealing with minor children, entry to a private residence, massage parlors and massage therapists, or tattoo artists: if the applicant, or any person, owner, manager, employee or any other person having control over or involvement in the daily operation and management of the business, within a period of ten years from the date of application or renewal, has been convicted of or has entered a plea in abeyance to:~~

- i. any federal, state, or local law, regulation, or ordinance governing the business,
 - ii. a felony,
 - iii. or any law or ordinance involving moral turpitude.
- 6. The conduct of the business or activity will be contrary to law, including the requirements of this chapter.
- 7. The conduct of the business or activity will interfere with the preservation of the public peace, health, safety or welfare of the public.
- 8. Failure of the licensee or applicant to comply with any conditions and requirements of this chapter or any other ordinance of the City.
- 9. Failure to pay sales tax, or other required taxes, or any other fee imposed by the City.

B. *Denial of applications by City Recorder-Clerk.* The City Recorder-Clerk shall not issue or renew a business license until the applicant has satisfied the requirements of this chapter, nor shall the City Recorder-Clerk issue or renew a business license if any one of the grounds for denial stated in subsection A of this section apply. If an applicant fails to satisfy the requirements of this chapter within six months after an application is submitted, the City Recorder-Clerk shall deny the application. A denial of a business license application under this paragraph may be appealed by the applicant to the City Council by filing a written notice of appeal with the City Recorder-Clerk within 15 days of the denial. Upon receiving a timely-submitted written notice of appeal, the matter shall be heard and decided by the City Council in the next City Council meeting at least 14 days from the date the notice of appeal was received by the City Recorder-Clerk.

C. *Revocation of Existing Business Licenses by City Council.* The City Council may revoke an existing business license on any one of the grounds for revocation set forth in subsection A of this section. Any licensed business found to be in violation of this chapter shall be notified in writing by the City Recorder-Clerk of any facts constituting a violation. Notification shall include facts describing the violation, the applicable ordinance or law, and measures to be taken in order to correct the violation. The notification shall also set a deadline 30 days from the date of notification when the violation must be corrected in order to avoid penalty. The notification shall also state that in the event of unusual circumstances the licensee may apply to the City Recorder-Clerk for an extension. If, during the 30-day period, the licensee applies to the City Recorder-Clerk for an extension, more time may be granted at the reasonable discretion of the City Recorder-Clerk. Any such extension shall be detailed in a written agreement that must be signed by the licensee. If, after the 30-day period has expired, the violation has not been corrected and the licensee has not received an extension, the City Recorder-Clerk shall proceed with the steps described in subsection D of this section to revoke the business license. If at any time during this process the license becomes due for renewal, the licensee will not be permitted to renew the license prior to satisfactorily resolving the violation.

D. *Notice; hearing.* Prior to the revocation of a license, the licensee shall be given written notice which shall state in substance that the City Council intends to revoke the business license, together with the reason or reasons therefor, at a regular or special meeting of the City Council, and that the licensee has a right to appear, to be represented by counsel, to hear the evidence against him, to cross examine witnesses and to present evidence as to why the license should not be revoked. The regular or special meeting of the City Council shall be at least ten days and not more than 30 days from the date such notice is sent.

(1998 Code § 9-306; Ord. 21-5-3A, 5-3-2001; Ord. 2007-19, 9-20-2007; Ord. 2013-12, 11-7-2013; Ord. No. 2022-57, 10-20-2022)

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

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

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

BE IT FURTHER ORDAINED that this Ordinance shall, after adoption and approval, take effect immediately upon publication or posted as required by law.

PASSED AND APPROVED this 19th day of 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 19th 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



HURRICANE CITY UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a Supplemental Watershed Plan Agreement #10 with NRCS.

Discussion: The Gould Wash project is part of the Warner Draw project that has been in existence since 1971 between local entities and the NRCS. There are multiple sub-projects included in the Warner Draw project, such as the Frog Hollow Debris Basin and the Gould Wash Flood Protection Project. This supplemental agreement has been drafted to memorialize the responsibilities of the sponsors (Hurricane City and Washington County) and the NRCS, together with respective estimates of costs to be incurred by each party. Most of the points of the agreement are word-for-word the same as previous supplemental versions of the agreement.

The City Attorney has pointed out the things that the City is agreeing to in this document, which in essence are the same as what has been agreed to in previous versions, except for the costs are updated.

The signing of this agreement will wrap the NEPA compliance for this project, which includes an Environmental Impact Statement. Once the EIS is complete the project will then be eligible for design and construction funding from NRCS, which will be the next phase of the project.

Findings: The costs outlined in this agreement are estimated as follows:

NRCS: \$57,743,000, which includes engineering and flood prevention measures.

Hurricane City: \$4,934,000 for easements, bridge and culvert improvements, and administration costs.

Recommendation: It is recommended that the City approve the agreement so the project can progress to construction. – Arthur LeBaron

From: [Dayton Hall](#)
To: [Arthur Lebaron](#); [Cindy Beteag](#); [Kaden DeMille](#); [Clark Fawcett](#)
Subject: RE: Warner Draw Supplemental Watershed Agreement for Signature - Gould Wash Flood Protection Project
Date: Wednesday, February 4, 2026 1:15:40 PM
Attachments: [image001.png](#)

All:

I reviewed the proposed agreement in anticipation of it being on the February 19th agenda. Washington County and Hurricane City are listed as the “Sponsors” under the agreement, and there are several commitments and obligations of the Sponsors that we need to be aware of and consider.

1. Real Property Acquisition:

- a. The City will be required to acquire any land that is needed for the project.

2. Costs: The costs in the agreement are only estimated amounts.

- a. The estimated total amount that the City will need to fund is \$4.934 million, which includes purchasing real property rights, administration, and permits.
- b. There is also a footnote stating that the City will be responsible to fund additional modifications to existing bridges/culverts totaling \$1.475 million. I am not sure if that is included in the estimated \$4.934 million.

3. Land Treatment Agreements:

- a. The City will be responsible to obtain agreements from at least 50% of the landowners above the dam requiring the landowners to carry out farm and ranch conservation plans on their land. I am not sure what those land agreements will look like. The City will be responsible to ensure that 50% of the land upstream of the dam is adequately protected before construction of the dam. The City will be obligated to provide assistance to landowners and operators to ensure the installation of the land treatment measures shown in the watershed project plan.
- b. The upstream drainage area of Goulds Wash is very large, extending through Apple Valley and beyond. I do not have that data, but I recall that the area is more than 30 square miles. Will the City be obligated to get agreements from half of those property owners?

4. Operation and Maintenance:

- a. Before any federal funds are obligated, the City will be required to enter into a separate 100 year O&A agreement agreeing to be responsible for the operation, maintenance, and any needed replacement of the facilities. In addition to regular dam maintenance, if the dam fails in the next 100 years, the City will be contractually obligated to replace it.
- b. Is there a draft O&A agreement that we could look at? The O&A provision in the NRCS agreement for the funding of the latest pressurized irrigation project was what the parties relied on to force the City to enter into the Water Savings Agreement with The Nature Conservancy, which limited the City’s autonomy to

provide water to its residents.

5. Shared Costs and Responsibilities:

- a. The proposed agreement lumps the City and the County together as “Sponsors.”

Are we planning on the County participating in the financing and ongoing 100-year maintenance and replacement obligations? Is there any agreement or understanding in place regarding shared responsibilities?

Arthur has been leading this project, so I am sure he can provide some context to the requirements of the agreement.

Thanks,

Dayton Hall



Dayton Hall
City Attorney
Hurricane City
Office 435-635-2811 x 128

From: Arthur Lebaron <arthur@hurricane.utah.gov>

Sent: Monday, February 2, 2026 4:38 PM

To: Dayton Hall <dayton@hurricane.utah.gov>; Cindy Beteag <cindy@hurricane.utah.gov>; Kaden DeMille <kaden@hurricane.utah.gov>; Clark Fawcett <fawcett@hurricane.utah.gov>

Subject: FW: Warner Draw Supplemental Watershed Agreement for Signature - Gould Wash Flood Protection Project

All,

I have been requested to put this agreement before the City Council. Can we put this on the agenda for February 19?

Thanks,

Arthur

From: Bobbi Preite <bobbi@adaptiveenviro.com>

Sent: Thursday, January 29, 2026 4:04 PM

To: Todd Edwards <todd.edwards@washco.utah.gov>; Arthur Lebaron <arthur@hurricane.utah.gov>

Cc: derek.hamilton@usda.gov

Subject: Warner Draw Supplemental Watershed Agreement for Signature - Gould Wash Flood Protection Project

Hello Todd and Arthur,

Please work to get the attached Supplemental Watershed Agreement signed and sent back to me. Once both Washington County and Hurricane City sign the Agreement, NRCS can approve and sign.

The Gould Wash Final Plan-EIS will be complete and posted for the required 45-day review after all signatures are obtained.

Thanks,

Bobbi Preite | President and Senior Environmental Consultant
Adaptive Environmental Planning, LLC
2976 East State Street, Ste 120 #431, Eagle, Idaho 83616
208-514-8729 | bobbi@adaptiveenviro.com | www.adaptiveenviro.com

Warner Draw

Supplemental Watershed Plan Agreement #10

between
Washington County and Hurricane City
(Referred to herein as Sponsors)

and the

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
(Referred to herein as NRCS)

Whereas, the Watershed Work Plan Agreement for Warner Draw Watershed, State of Utah, executed by the Sponsors named therein and NRCS became effective on the 19th day of December 1969; and

Whereas, Supplemental Watershed Work Plan Agreement Number 1 for Warner Draw Watershed, State of Utah, became effective on the 4th day of November 1971; and

Whereas, Supplemental Watershed Work Plan Agreement Number 2 for Warner Draw Watershed, State of Utah, became effective on the 13th day of November 1975; and

Whereas, Supplemental Watershed Work Plan Agreement Number 3 for Warner Draw Watershed, State of Utah, became effective on the 24th day of March 2015.

Whereas, Supplemental Watershed Work Plan Agreement Number 4 (Gypsum Wash Debris Basin) for Warner Draw Watershed, State of Utah, became effective on the 11th day of April 2016; and

Whereas, Supplemental Watershed Work Plan Agreement Number 5 (Ivins Dams 1-6) for Warner Draw Watershed, State of Utah, became effective on the 23rd day of March 2017; and

Whereas, Supplemental Watershed Work Plan Agreement Number 6 (Warner Draw Debris Basin) for Warner Draw Watershed, State of Utah, became effective on the 8th day of August 2017; and

Whereas, Supplemental Watershed Work Plan Agreement Number 7 (Stucki Debris Basin) for Warner Draw Watershed, State of Utah, became effective on the 8th day of August 2017.

Whereas, Supplemental Watershed Work Plan Agreement Number 8 (Frog Hollow Debris Basin Rehabilitation) for Warner Draw Watershed, State of Utah, became effective on the 7th day of January 2019; and

Whereas, Supplemental Watershed Work Plan Agreement Number 9 for Warner Draw Watershed, State of Utah, became effective on the 8th day of August 2022; and

Whereas, in order to carry out the watershed plan for said watershed, it has become necessary to modify said watershed agreement; and

Whereas, the responsibility for administration of the Watershed Protection and Flood Prevention Act, as amended (16 U.S.C. Sections 1001 to 1008, 1010, and 1012) has been assigned by the Secretary of Agriculture to the NRCS; and

Whereas, a Supplemental Watershed Plan which modifies the watershed plan dated December 19, 1969 to include the Gould Wash Flood Protection Project for said watershed, has been developed through the cooperative efforts of the Sponsors and NRCS along with an environmental impact statement for works of improvement for the Warner Draw Watershed, State of Utah, hereinafter referred to as the watershed project plan or plan, which plan is annexed to and made a part of this agreement;

Now, therefore, in view of the foregoing considerations, the Secretary of Agriculture, through NRCS, and the Sponsors hereby agree on this watershed project plan and that the works of improvement for this project will be installed, operated, and maintained in accordance with the terms, conditions, and stipulations provided for in this plan and including the following:

1. **Term.** The term of this agreement is for the installation period and evaluated life of the project (102 years) and does not commit NRCS to assistance of any kind beyond the end of the evaluated life.
2. **Costs.** The costs shown in this plan are preliminary estimates. Final costs to be borne by the parties hereto will be the actual costs incurred in the installation of works of improvement.
3. **Real property.** The sponsors will acquire such real property as will be needed in connection with the works of improvement. The amounts and percentages of the real property acquisition costs to be borne by the Sponsors and NRCS are as shown in the Cost-share table in item 5 hereof.

The sponsors agrees that all land acquired for measures, other than land treatment practices, with financial or credit assistance under this agreement will not be sold or otherwise disposed of for the evaluated life of the project except to a public agency which will continue to maintain and operate the development in accordance with the Operation and Maintenance Agreement

4. **Uniform Relocation Assistance and Real Property Acquisition Policies Act.** The sponsors hereby agrees to comply with all of the policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. Section 4601 et seq. as further implemented through regulations in 49 CFR Part 24 and 7 CFR Part 21) when acquiring real property interests for this federally assisted project. If the sponsors are legally unable to comply with the real property acquisition requirements, it agrees that, before any Federal financial assistance is furnished, it will provide a statement to that effect, supported by an opinion of the chief legal officer of the state containing a full discussion of the facts and law involved. This statement may be accepted as constituting compliance.
5. **Cost-share for Watershed Work Plan.** The following table shows cost-share percentages and amounts for Watershed Work Plan implementation.

Table 1. Gould Wash Flood Protection Project Cost-Share Percentages and Amounts

Cost-share Table for Watershed Operation or Rehabilitation Projects					
Works of Improvement Cost-Shareable Items	NRCS		Sponsors		Total
	Percent	Cost	Percent	Cost	Cost
Flood Prevention Measures ^{1/}	100	\$50,777,000	0		\$50,777,000
Real Property Rights ^{1/}	N/A	\$0	100	\$1,475,000	\$1,475,000
Subtotal: Cost-Sharable Costs	97	\$50,777,000	3	\$1,475,000	\$52,252,000
Non-Cost-Sharable Items^{2/}					
NRCS Technical Assistance/Engineering	100	\$6,531,000	0	\$0	\$6,531,000
Project Administration ^{3/}	N/A	\$435,000	N/A	\$871,000	\$1,306,000
Permits	0	\$0	100	\$100,000	\$100,000
Real Property Rights ^{4/}	0	\$0	100	\$2,488,000	\$2,488,000
Subtotal: Non-Cost-Share Costs	67	\$6,966,000	33	\$3,459,000	\$10,425,000
Total:	92	\$57,743,000	8	\$4,934,000	\$62,677,000

1/ The Sponsors are responsible for funding flood prevention construction measures associated with modifications of existing bridge/culvert structures needed for safe conveyance of flood flows totaling \$1,475,000.

2/ If actual non-cost-sharable item expenditures vary from these figures, the responsible party will bear the change.

3/ The sponsors and NRCS will each bear the costs of project administration that each incurs. Sponsor costs for project administration include relocation assistance advisory service.

4/ The sponsors will acquire with other than Watershed Protection and Flood Prevention Act funds, such real property as will be needed in connection with the works of improvement. The value of real property is eligible as in-kind contributions toward the sponsors' share of the works of improvement costs. In no case will the amount of an in-kind contribution exceed the sponsors' share of the cost for the works of improvement. The maximum cost eligible for in-kind credit is the same as that for cost sharing.

6. **Land treatment agreements.** The sponsors will obtain agreements from owners of not less than 50 percent of the land above each multiple-purpose and floodwater-retarding structure. These agreements must provide that the owners will carry out farm or ranch conservation plans on their land. The sponsors will ensure that 50 percent of the land upstream of any retention reservoir site is adequately protected before construction of the dam. The sponsors will provide assistance to landowners and operators to ensure the installation of the land treatment measures shown in the watershed project plan. The sponsors will encourage landowners and operators to continue to operate and maintain the land treatment measures after the long-term contracts expire, for the protection and improvement of the watershed.
7. **Floodplain Management.** Before construction of any project for flood prevention, the sponsors must agree to participate in and comply with applicable Federal floodplain management and flood insurance programs. The sponsor is required to have development controls in place below low and significant hazard dams prior to NRCS or the sponsor entering into a construction contract.
8. **Water and mineral rights.** The sponsors will acquire or provide assurance that landowners or resource users have acquired such water, mineral, or other natural resources rights pursuant to State law as may be needed in the installation and operation of the works of improvement. Any costs incurred must be borne by the sponsors and these costs are not eligible as part of the sponsor's cost-share.
9. **Permits.** The sponsors will obtain and bear the cost for all necessary Federal, State, and local permits required by law, ordinance, or regulation for installation of the works of improvement. These costs are not eligible as part of the sponsors' cost-share.
10. **NRCS assistance.** This agreement is not a fund-obligating document. Financial and other assistance to be furnished by NRCS in carrying out the plan is contingent upon the fulfillment of applicable laws and regulations and the availability of appropriations for this purpose.
11. **Additional agreements.** A separate agreement will be entered into between NRCS and the sponsors before either party initiates work involving funds of the other party. Such agreements will set forth in detail the financial and working arrangements and other conditions that are applicable to the specific works of improvement.
12. **Amendments.** This plan may be amended or revised only by mutual agreement of the parties hereto, except that NRCS may deauthorize or terminate funding at any time it determines that the sponsors have failed to comply with the conditions of this agreement or when the program funding or authority expires. In this case, NRCS must promptly notify the sponsors in writing of the determination and the reasons for the deauthorization of project funding, together with the effective date. Payments made to the sponsors or recoveries by NRCS must be in accordance with the legal rights and liabilities of the parties when project funding has been deauthorized. An amendment to incorporate changes affecting a specific measure may be made by mutual agreement between NRCS and the sponsors having specific responsibilities for the measure involved.
13. **Prohibitions.** No member of or delegate to Congress, or resident commissioner, may be admitted to any share or part of this plan, or to any benefit that may arise therefrom; but this provision may not be construed to extend to this agreement if made with a corporation for its general benefit.
14. **Operation and Maintenance (O&M).** The sponsors will be responsible for the operation, maintenance, and any needed replacement of the works of improvement by actually performing the work or arranging for such work, in accordance with an O&M Agreement. An O&M agreement will be entered into before Federal funds are obligated and will continue for the project life (100 years). Although the sponsors' responsibility to the Federal Government for O&M ends when the O&M agreement expires upon completion of the evaluated life of measures covered by the agreement, the sponsors acknowledge that continued liabilities and responsibilities associated with works of improvement may exist beyond the evaluated life.

15. **Emergency Action Plan.** Prior to construction, the sponsors must prepare an Emergency Action Plan (EAP) for each dam or similar structure where failure may cause loss of life or as required by state and local regulations. The EAP must meet the minimum content specified in the NRCS Title 180, National Operation and Maintenance Manual (NOMM), Part 500, Subpart F, Section 500.52, and meet applicable State agency dam safety requirements. The NRCS will determine that an EAP is prepared prior to the execution of fund obligating documents for construction of the structure. EAPs must be reviewed and updated by the sponsors annually.

16. **Nondiscrimination Provisions.** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

17. **Certification Regarding Drug-Free Workplace Requirements** (7 CFR Part 3021). By signing this Watershed Agreement, the sponsors are providing the certification set out below. If it is later determined that the sponsors knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. Section 812) and as further defined by regulation (21 CFR Sections 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all direct charge employees; (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantees' payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification:

A. The sponsors certify that they will or will continue to provide a drug-free workplace by—

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (2) Establishing an ongoing drug-free awareness program to inform employees about—
 - (a) The danger of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1).
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee must—
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- (5) Notifying the NRCS in writing, within 10 calendar days after receiving notice under paragraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice must include the identification numbers of each affected grant.
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (4)(b), with respect to any employee who is so convicted—
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

B. The sponsors may provide a list of the sites for the performance of work done in connection with a specific project or other agreement.

C. Agencies will keep the original of all disclosure reports in the official files of the agency.

18. Certification Regarding Lobbying (7 CFR Part 3018) (for projects > \$100,000)

A. The sponsors certify to the best of their knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the sponsors, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The sponsors must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by U.S. Code, Title 31, Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

19. Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions (7 CFR Part 3017).

A. The sponsors certify to the best of their knowledge and belief, that they and their principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
- (4) (4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the primary sponsors is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this agreement.

20. Clean Air and Water Certification.

A. The project sponsoring organizations signatory to this agreement certify as follows:

- (1) Any facility to be utilized in the performance of this proposed agreement is (____), is not (X) listed on the Environmental Protection Agency List of Violating Facilities.
- (2) To promptly notify the NRCS-State administrative officer prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which is proposed for use under this agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (3) To include substantially this certification, including this subparagraph, in every nonexempt sub-agreement.

B. The project sponsoring organizations signatory to this agreement agrees as follows:

- (1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. Section 7414) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, issued there under before the signing of this agreement by NRCS.
- (2) That no portion of the work required by this agreement will be performed in facilities listed on the EPA List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.
- (3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.
- (4) To insert the substance of the provisions of this clause in any nonexempt subagreement.

C. The terms used in this clause have the following meanings:

- (1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.).
- (2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.).
- (3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110 of the Air Act (42 U.S.C. Section 7414) or an approved implementation procedure under section 112 of the Air Act (42 U.S.C. Section 7412).
- (4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. Section 1342), or by a local government to assure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. Section 1317).
- (5) The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or site of operations, owned, leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location will be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

21. Assurances and Compliance. As a condition of the grant or cooperative agreement, the sponsors assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out below which are hereby incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

State, Local, and Indian Tribal Governments: OMB Circular Nos. A-87, A-102, A-129, and A-133; and 7 CFR Parts 3015, 3016, 3017, 3018, 3021, and 3052.

Nonprofit Organizations, Hospitals, Institutions of Higher Learning: OMB Circular Nos. A-110, A-122, A-129, and A-133; and 7 CFR Parts 3015, 3017, 3018, 3019, 3021 and 3052.

22. Examination of Records. The sponsors must give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement, and retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

23. Signatures.

WASHINGTON COUNTY

The signing of this plan was authorized by a resolution by the Washington County, Utah governing body and adopted at an official meeting held on _____, 2026 in St. George, Utah.

By:

Date: _____

Name:

Title:

HURRICANE CITY

The signing of this plan was authorized by a resolution by the Hurricane City, Utah governing body and adopted at an official meeting held on _____, 2026 in Hurricane, Utah.

By:

Date: _____

Name:

Title:

NATURAL RESOURCES CONSERVATION SERVICE

Approved by:

Date: _____

Name: Catherine Magee

Title: Acting State Conservationist, NRCS-Utah



HURRICANE CITY UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a request for a General Plan Amendment from "Single Family" to "Multifamily" for a property located at 1015 N 200 W; File No. GPA26-01; Parcel number H-3-1-27-2106.

Discussion: The applicant requests an amendment to the General Plan map on a vacant 0.48 acre lot along an unimproved section of 200 W from its current "Single Family" designation to "Multifamily" for the stated purpose of providing affordable housing in the form of a duplex for his family. The applicant has also applied for a zone change for the same property. A public hearing was held at the February 12, 2026, Planning Commission meeting and eleven public comments objecting to the requested general plan amendment and associated zone change were received at the hearing. The objections to the applicant's request related primarily to the incompatibility of potential multifamily development with the surrounding community that consists mainly of single-family and rural properties. Neighboring properties to the west of the site are zoned Residential Agriculture RA-1 and commenters expressed strong feelings that multifamily development would erode the remaining rural character of the neighborhood. Other public comments voiced concerns regarding the potential impacts of high-density development and increased traffic. In their discussion on the item, the Planning Commission shared the same objections to the proposal that were cited in the public comments and added that it could also open the door to spot-zoning in the area. The Commissioners unanimously recommended that the City Council deny the requested general plan amendment. --Gary Cupp

Property Information

Property Size – approx. 0.48 acres

Current Zoning – R1-10

General Plan – Single Family

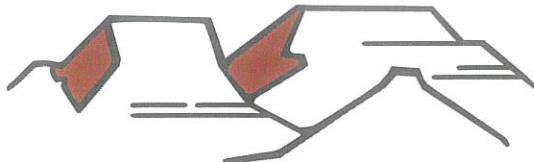
Existing Development – Vacant lot

Parcel No. H-3-1-27-2106.

Findings: While the applicant's proposal to increase affordable housing aligns with the General Plan and the Moderate Income Housing Plan, the specific location presents a fundamental policy conflict in that spot-designating single properties is strongly discouraged by accepted planning principles, because it could potentially create discordance between adjacent uses. In this case, one multifamily lot within a wider single-family and agricultural area would be highly incompatible. The adjacent

properties to the west are zoned RA-1 and the introduction of a multifamily residential use, which is historically considered incompatible with farming operations, is inappropriate for this site. Side: 10 feet.

Recommendation: Staff recommends denial.



PLANNING & ZONING
HURRICANE CITY
UTAH

147 N 870 W Hurricane UT
PHONE: 435.635.2811 FAX: 435.635.2184

**GENERAL PLAN
AMENDMENT CHECKLIST**

For office use only: \$500.00 Fee

Reason for Change (Use Extra Sheets if Necessary):

by ADAM Nielson

SEE Written Statement

Submittal Requirements: The Land Use Map application shall provide the following:

- (1) A map showing the area of the proposed amendment.
- (2) A current copy of County Assessor's parcel map showing the area of the proposed amendment.
- (3) Mapped inventory of existing land use within the area of the proposed amendment and extending 1/2 mile beyond such area.
- (4) Written statement specifying the potential use of property within the area of the proposed amendment.
- (5) Written statement explaining why the existing General Plan designation for the area is no longer appropriate or feasible.
- (6) Analysis of potential impacts of the proposed amendment on existing infrastructure and public services such as traffic, streets, intersections, water and sewer, storm drains, electrical power, fire protection, garbage collection, etc. and
- (7) Stamped envelopes with names and addresses of all property owners within 350 feet of the boundaries of the property proposed for rezoning.
- (8) Warranty deed or preliminary title report or another document (see attached Affidavit) showing evidence that the applicant has control of the property.

NOTE: General Plan Amendments are only considered 2 times a year February and August. It is important that all applicable information noted above is submitted with the fee and application. An incomplete application will not be scheduled for Planning Commission consideration. Contact the Planning Department for the deadline date for submissions. A deadline missed or an incomplete application could result in a six-month delay.

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

Applicant Name: *ADAM Nielson* Date: *1/15/2026*

Signature: *ABR for ADAM*



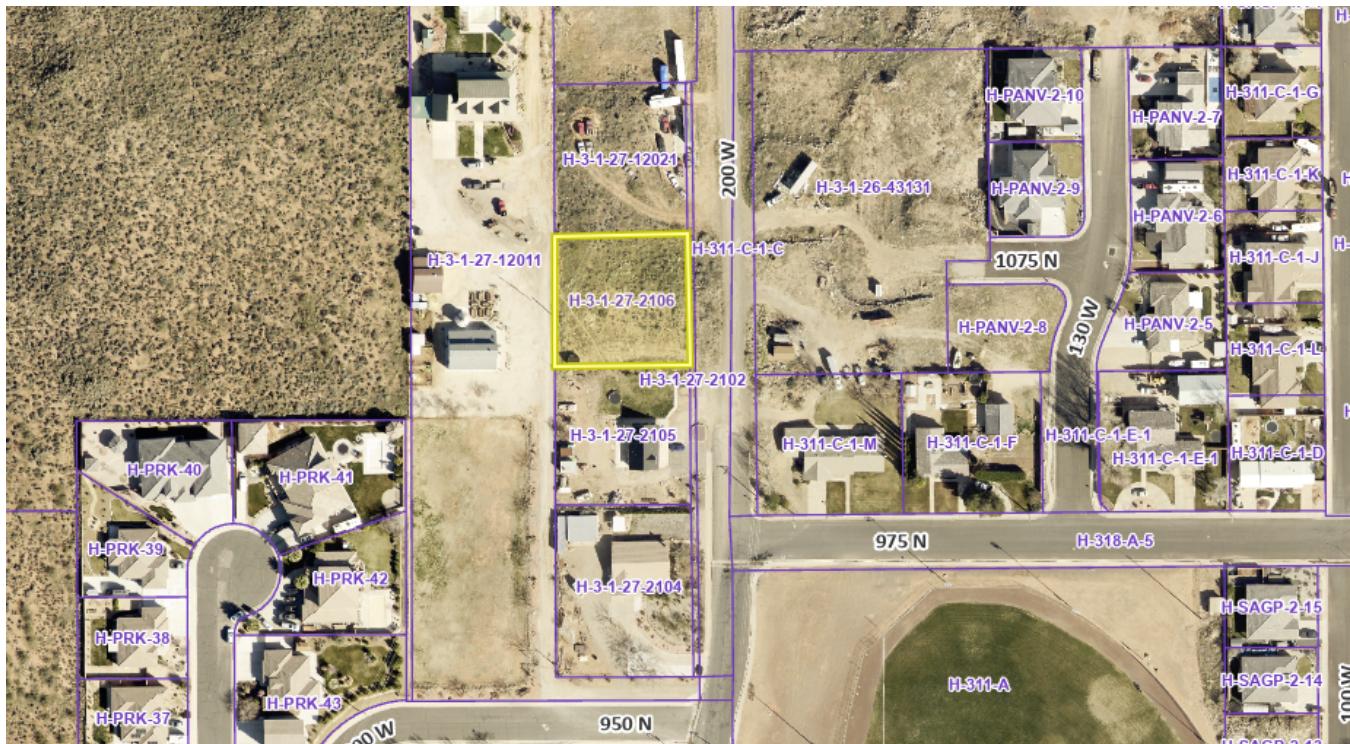
STAFF COMMENTS

Agenda Date:	02/12/2026 - Planning Commission
Application Number:	GPA26-01
Action Type:	Legislative
Applicant:	Adam Nielson
Agent:	Karl Rasmussen
Request:	Request for a General Plan Amendment from Single Family to Multifamily.
Location:	1015 N 200 W
Zoning:	R1-10
General Plan Map:	Single Family
Recommendation:	Deny
Report Prepared by:	Fred Resch III

Discussion:

The applicant requests a General Plan Map Amendment on a vacant 0.48 acre lot along an unimproved section of 200 W from Single Family Residential to Multifamily. The applicant has also applied for a zone change which will be treated as a separate item. All changes to the General Plan Map should be supported by the General Plan and by best planning practices and principles.

	Zoning	Adjacent Land Use
North	R1-10	Undeveloped property, Single Family Homes
East	R1-10	Undeveloped property, Single Family Homes
South	R1-10	Single Family Homes
West	RA-1, OS	Agriculture, Desert Reserve



Vicinity Map

Review of the General Plan:

The current designation of the property is Single Family, for which the General Plan advises:

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

The applicant is requesting a designation of Multifamily, which the General Plan defines as:

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

Considerations:

The City has wide discretion on the General Plan Map Amendments. It should take into account the Goals and Policies of the General Plan and Master Plans, public feedback, and the overall vision of the City for the area in question.

Affordable Housing: While the applicant's proposal to increase affordable housing aligns with the General Plan and the Moderate Income Housing Plan, the specific location presents a fundamental policy conflict. Both plans prioritize the placement of high-density housing in "opportunity areas" near transit, employment centers, and schools. Conversely, the subject property is situated on an unimproved access road adjacent to active agricultural operations. Because the General Plan mandates that new development remain compatible with the agricultural landscape, the introduction of a multi-family residential use, which is historically considered incompatible with farming operations, is inappropriate.

for this site.

Planning Principles: The General Plan serves as a flexible, advisory framework for managing citywide growth, where land-use boundaries are intentionally fluid rather than rigid. However, this inherent flexibility necessitates caution: amending a designation for a single parcel may establish an undesirable precedent for the surrounding area. While the City maintains broad legislative deference in zoning matters, a General Plan Amendment for this property could serve as a catalyst for higher-density zoning and development within the broader neighborhood.

Findings:

Staff makes the following findings:

1. The request does not meet all the goals and policies of the General Plan Map.
2. This request does not match proper planning principles, and a “spot designation” on the General Plan Map would be inappropriate.

Recommendation: Staff recommends that the Planning Commission consider any public comments received in the public hearing and send a recommendation of denial to the City Council due to not aligning with the intent of the General Plan or proper planning principles.

NARRATIVE

Duplex

I want to generate affordable places
for family & friends when
young families need a place to live
AND - jump start their future.

Alan Nielsen

Potential Impacts

We see no impacts to the environment, surrounding properties, and current city infrastructure with the propose Zone Change to RM-1. We see positive benefit to the City because we will be extending sewer, providing street improvements.

Property Report for Parcel H-3-1-27-2106

Data Updated: 1/11/2026



[Click here for images](#)



[Click here for sketches](#)

Account Summary

Account Number: 0469257

Parcel ID: H-3-1-27-2106

Owner Name: Nielson Adam

Subdivision: N/A

Situs Address: 1015 N 200 W

Hurricane, UT 84737

Building Characteristics

Building Number: N/A

Property Type: N/A

Year Built: N/A

Square Feet: N/A

Units: N/A

Exterior: N/A

Roof Cover: N/A

HVAC Desc: N/A

Bedrooms: N/A

Bathrooms: N/A

Garage Square Feet: N/A

Basement Sq. Ft.: N/A

Basement Sq. Ft. Finished: N/A

Swimming Pool: N/A

Fireplaces: N/A

Finished Attic: N/A

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

Report Generated 1/15/2026 by Washington County GIS

Washington County, Utah

County Administration Building

111 E. Tabernacle Street

St. George, UT 84770-3443

www.washco.utah.gov



Property Report for Parcel H-3-1-27-2106

Property Information

Acres: 0.48000000

Zoning: Residential - 1 Unit Per 10,000 Sq. Ft.

Is Property in a Special Flood Hazard Area? No

Is Property in a 0.2% Annual Chance Flood Area? No

Is Property in a Floodway? No

** Determination of flood zone information is based upon 2009 FEMA Digital Flood Insurance Rate Map Database but does not substitute for a Flood Verification letter. For more information, please visit the FEMA Flood Map Service Center website <https://msc.fema.gov/portal/home> or contact your municipal Engineering department.*

City zoning information is based on the best available information and should be independently verified by contacting each municipality directly.

Voting Districts

Washington County Precinct: 27HUR:05

U.S. Senate District: 28

U.S. Congressional District: 3

Utah House District: 72

Washington County School

Board District: 5

** Visit Vote.Utah.gov or the [Washington County Elections Viewer](#) for more voting information.*

Tax Information

Tax District: Hurricane City

Residential Classification: N/A

Book & Page: N/A

Reference Document: 20250034958

Utilities

Culinary Water: Hurricane City

Sewer: Hurricane City

Electricity: Hurricane City

Natural Gas: Dominion Energy (Questar Gas)

Internet Service Providers (Cable): TDS

** For more information on Internet services available in your area, see Decision Data.org, <https://decisiondata.org/internet-providers-by-zip-code-plus-tv/>*

Community/Public Services

Law Enforcement: Hurricane East

Fire Protection: Hurricane Fire

** In an emergency, ALWAYS dial 9-1-1!*

Schools:

Hurricane Elementary

Hurricane Intermediate

Hurricane Middle

Hurricane High

** For more information, including bus routes, visit the Washington Co. School District at <https://www.washk12.org/> or Iron Co. School District at <https://irondistrict.org/>*

Solid Waste Collection Day: Thursday

** For more information on solid waste and recycling services, visit the Washington County Solid Waste website at <http://www.wcsaw.org/>*

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

Report Generated 1/15/2026 by Washington County GIS

Washington County, Utah

County Administration Building

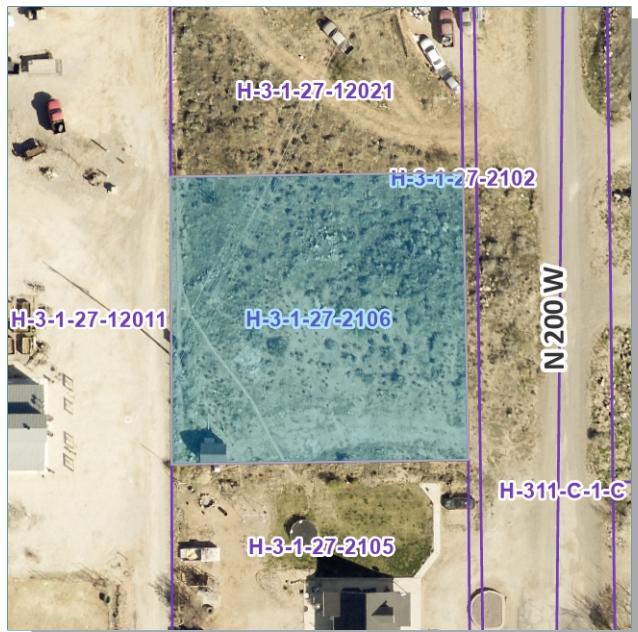
111 E. Tabernacle Street

St. George, UT 84770-3443

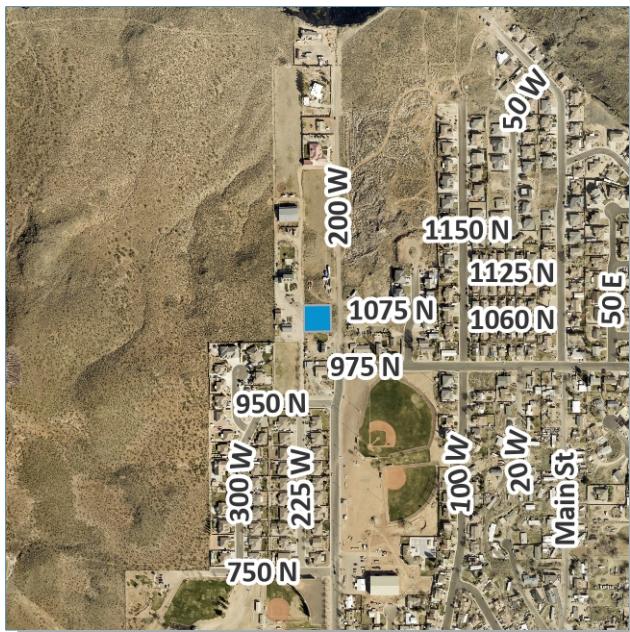
www.washco.utah.gov



Property Report for Parcel H-3-1-27-2106



Parcel highlighted in blue.



Overview Map

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

Report Generated 1/15/2026 by Washington County GIS

Washington County, Utah

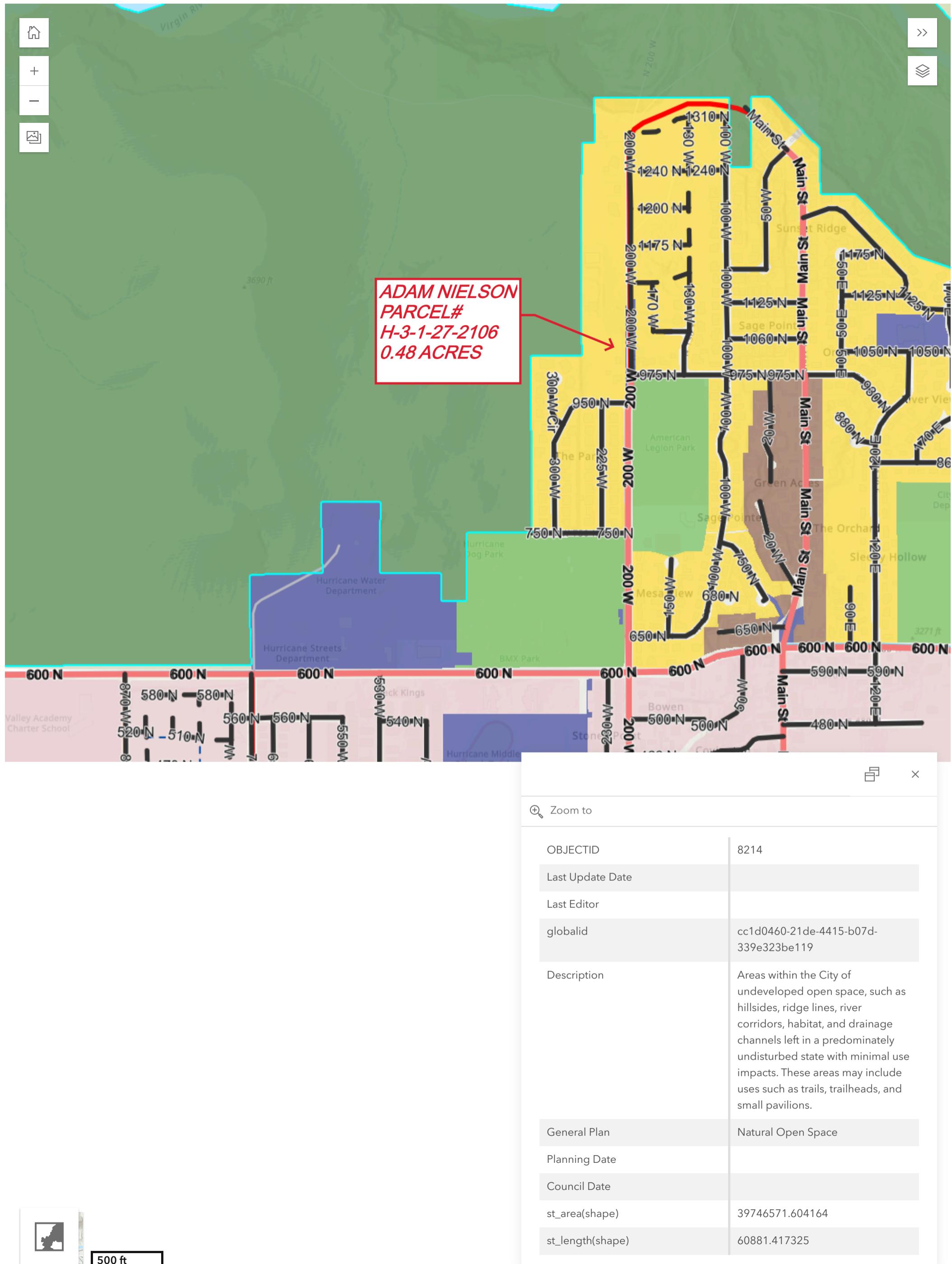
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www.washco.utah.gov



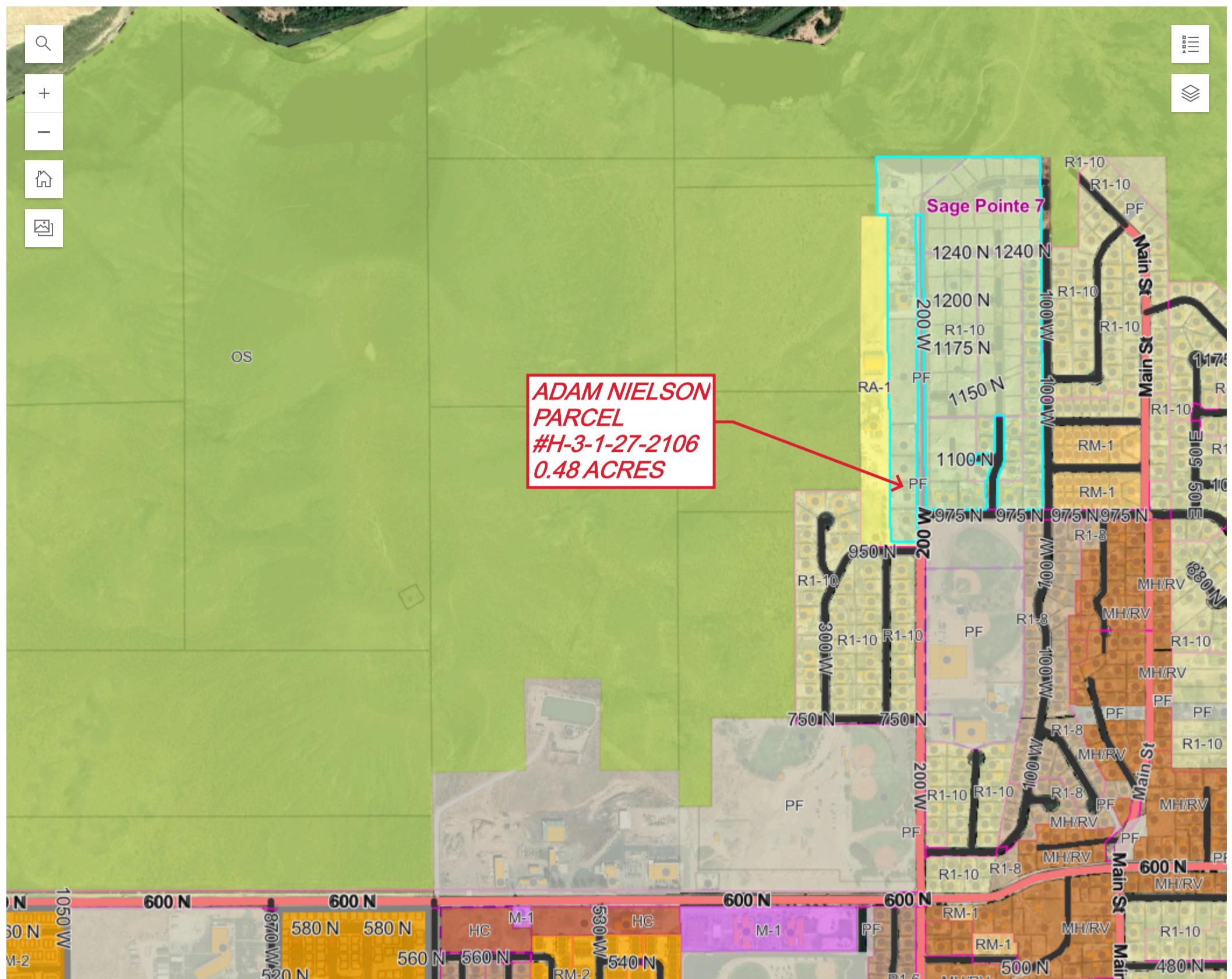


Planning - Future Land Use General Plan





Planning - Zoning



R1-10	
 Zoom to	  
Zoning Classification	R1-10
Planning Commission Date	
City Council Date	4/7/08, 6:00 PM
Acres	34.327926

LAND USE MAP FOR: **ADAM NIELSON**

PARCEL H-3-127-2106
LOCATED IN SECTION 27, T41S, R13W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

A compass rose is centered in the image. It features a large eight-pointed star with thick black lines. The points are labeled: 'N' at the top, 'E' to the right, 'S' at the bottom, and 'W' to the left. Below the compass rose is a horizontal scale bar. The scale bar is divided into three sections: a white section on the left with the number '20' at its end, a black section in the middle, and a white section on the right with the number '20' at its end. Below the scale bar, the text 'SCALE IN FEET' is written in large, bold, black capital letters.

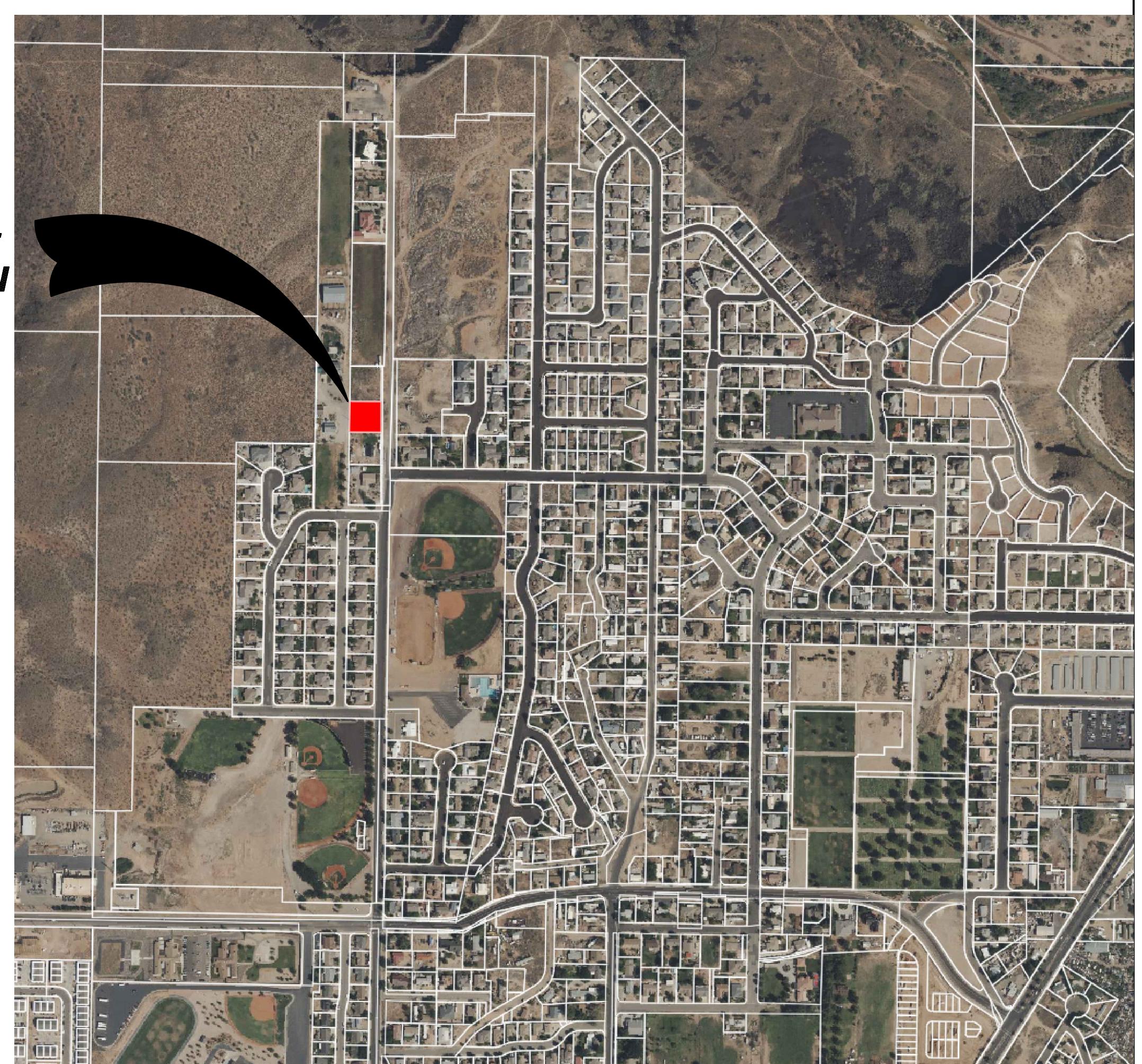
LEGEND

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REVISIONS

LAND USE MAP FOR: ADAM NIELSON

DATE	1/14/2026
SCALE	1"=20'
JOB NO.	827-001
SHEET NO:	
C1	

C1





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HURRICANE CITY UTAH

STAFF COMMENTS

Item: Consideration and possible approval of Zone Change Amendment Ordinance No. ZC26-01 to rezone a property located at 1015 N 200 W from Single Family Residential R1-10 to Multiple Family Residential RM-1; File No. ZC26-01; Parcel No. H-3-1-27-2106.

Discussion: The applicant requests to rezone a vacant 0.48 acre lot along an unimproved section of 200 W from Single Family Residential R1-10 to Multiple Family Residential RM-1. The applicant has also applied for a general plan amendment for the same property. A public hearing was held at the February 12, 2026, Planning Commission meeting and eleven public comments objecting to the requested zone change and associated general plan amendment were received at the hearing. The objections to the request related primarily to incompatibility of potential multifamily development with the largely single-family and rural character of the surrounding community. Other public comments expressed concerns regarding the potential impacts of high-density development and increased traffic. The Planning Commission shared the same objections to the proposal in their discussion on the item and voted 6 to 1 to recommend that the City Council deny the requested zone change. Commissioner Smith voted to approve the zone change, citing that she felt a duplex would not present any negative impacts. --Gary Cupp

Property Information

Property Size – approx. 0.48 acres

Current Zoning – R1-10

General Plan – Single Family

Existing Development – Vacant land

Parcel No. H-3-1-27-2106

Findings: Staff finds that the request does not adequately satisfy the four approval standards for zone changes:

1. Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies? The application does not comply with the General Plan's "Single Family" land-use designation of the area, and would create an inconsistency with the General Plan where harmony exists.

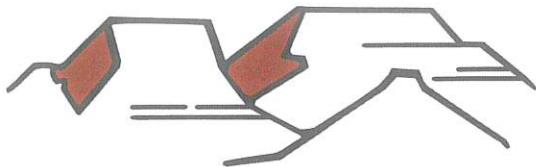
2. Is the proposed amendment harmonious with the overall character of existing development in the

subject property's vicinity? The neighborhood and surrounding development is sparsely developed single-family homes. A single, Multiple Family RM-1 lot with a duplex would be out of character with the single-family and rural nature of the neighborhood and vicinity.

3. Will the proposed amendment adversely affect the adjacent property? The surrounding area remains largely undeveloped and lacks fully constructed public infrastructure, including improved roadway access, drainage facilities, and utility extensions. Additional residential density may introduce increased traffic, service demands, and site disturbance that could affect adjacent properties until such improvements are completed. Without coordinated infrastructure upgrades, incremental development has the potential to create compatibility challenges related to access, drainage, and overall neighborhood transition.

4. Are public facilities and services adequate to serve the subject property? Some public facilities and services are in the vicinity while others are not. 200 W is not fully improved, and the applicant does not control enough property to make it acceptable. While Ash Creek Special Service District finds a septic system acceptable for this project, it would be inadvisable to allow increased density in an area with no gravity sewer.

Recommendation: Staff recommends denial.



PLANNING & ZONING
HURRICANE CITY
UTAH

147 N 870 W Hurricane UT
PHONE: 435.635.2811 FAX: 435.635.2184

ZONE CHANGE APPLICATION CHECKLIST

For office use only: \$500.00 Fee

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

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

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

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

Applicant Name: Adrian Nelson

Date: 1/15/2026

Signature: HSP for Adrian



PLANNING & ZONING

HURRICANE CITY

UTAH

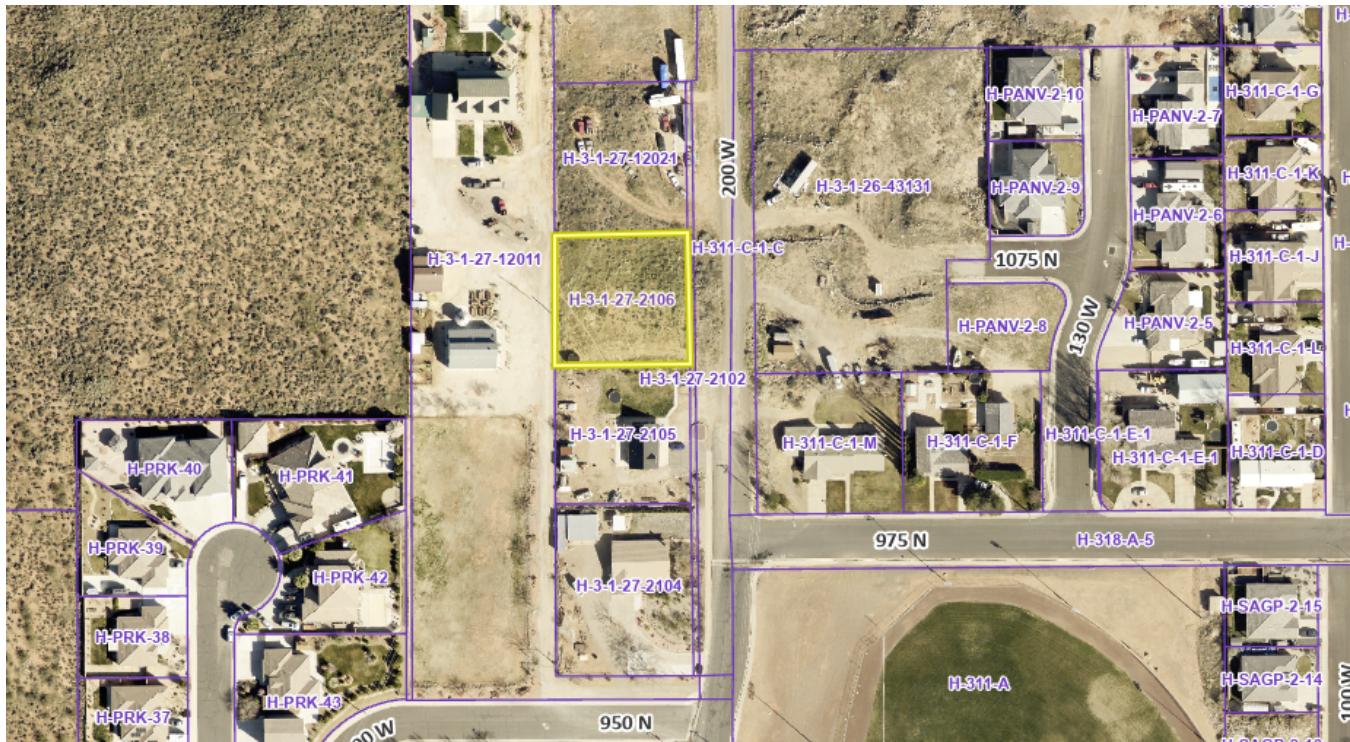
STAFF COMMENTS

Agenda Date:	02/12/2026
Application Number:	ZC26-01
Type of Application:	Zone Change Application
Action Type:	Legislative
Applicant:	Adam Nielson
Agent:	Karl Rasmussen
Request:	A Zone Change from R1-10 to RM-1
Location:	1015 N 200 W
Zoning:	R1-10
General Plan Map:	Single Family
Recommendation:	Deny
Report prepared by:	Fred Resch III

Discussion:

The applicant is seeking a zone change from Single Family Residential R1-10, one unit per 10,000 sq ft, to Multiple Family RM-1 for a 0.48-acre lot for the purpose of building a duplex on the property. The lot is located along 200 W north of the existing improvements on an unimproved road. The applicant has stated they would like to build a duplex for family members. Staff has informed the applicant of the Accessory Dwelling Unit (ADU) ordinance and how it might accomplish their goals for this property without the need for a zone change or the construction of a multifamily duplex. Notwithstanding, the applicant has elected to proceed with the requested zone change.

Zoning		Adjacent Land Use
North	R1-10	Undeveloped property, Single Family Homes
East	R1-10	Undeveloped property, Single Family Homes
South	R1-10	Single Family Homes
West	RA-1, OS	Agriculture, Desert Reserve



Vicinity Map

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

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

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

1. *Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;*
2. *Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;*
3. *The extent to which the proposed amendment may adversely affect adjacent property; and*

4. *The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

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

Response: It should be noted that the applicant has also applied for a General Plan Amendment, and this report's analysis is based on the current General Plan designation of the property and surrounding area. The General Plan Map designates this area as "Single Family", which advises densities consistent with R1-15, R1-10, R1-8, and R1-6. The proposed Multiple Family RM-1 zone does not comply with the general plan's Single Family designation for the site. Rezoning the property would create an inconsistency between zoning and the general plan where consistency currently exists. Although, it is recognized that the general plan is advisory in nature and not binding, and the City Council ultimately has discretion to approve a zone change that does not conform with the general plan if they deem the degree of inconsistency to be minimal or of no consequence. Nevertheless, it is not an advisable land-use practice to create inconsistencies between zoning and the general plan. Rather, it is generally expected that zone changes be approved in cases that maintain or improve consistency.

Alternatively, the general plan does recommend that the City consider adding different housing types in appropriate areas:

"In recent years, the City has recognized the need to approve zoning changes and project plans that provide a wider variety of housing options for Hurricane residents. A number of new multi-family housing units have been approved in recent years and are in various stages of construction and occupation. These multi-family homes are a mixture of rental apartments, rental and owner-occupied townhomes, and duplex housing."

Also, the 2022 Moderate Income Housing Plan recommends that the City, "*Look at areas where 'Missing Middle Housing' and mixed-use zones can be implemented within existing and future residential and commercial developments.*" The project has the potential to provide an additional for-sale housing unit, which would be a benefit to the City, but an exclusively single-family neighborhood may not be an appropriate area to spot-zone for a Multiple Family project.

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

Response: The area is sparsely developed, with the majority of the surrounding area being undeveloped. There are larger lots with agricultural use in the area and any multifamily use would not be harmonious with the low-density agricultural and single family uses in the area.

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

Response: The surrounding area remains largely undeveloped and lacks fully constructed public infrastructure, including improved roadway access, drainage facilities, and utility extensions. Additional

residential density may introduce increased traffic, service demands, and site disturbance that could affect adjacent properties until such improvements are completed. Without coordinated infrastructure upgrades, incremental development has the potential to create compatibility challenges related to access, drainage, and overall neighborhood transition.

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

Response: Some public facilities and services are in the vicinity while others are not. 200 W is not fully improved and the applicant does not control enough property to make it acceptable. While Ash Creek Special Service District finds a septic system acceptable for this project, it is poor planning practice to allow increased density in an area with no gravity sewer. See JUC comments below.

JUC Comments:

Public Works: [No comments received.]

Sewer: Due to the date of the parcel creation, topography of the lot, and distance to existing sewer this lot will need to install a septic system. Owner will need to complete the Ash Creek septic agreement and contact the Health Department for a septic permit before building.

Streets: Approved.

Power: [No comments received.]

Water: Approved

Engineering: 200 W (a master planned major collector with a trail on its west side) is a substandard road and the water main in 200 W is (was) substandard. Sage Pointe Phase 5, a development currently under construction northeast of the proposed zone change, has committed to replace the water main and construct curb, gutter, and sidewalk on 200 W's east side and pave 32' of asphalt across the proposed zone change's frontage. Additional right of way is to be secured from the Halls (per a commitment on document #20080003353). The exact timing is uncertain.

This property will need a future project to get gravity sewer. Although the sewer will be constructed with Sage Pointe Phase 5, it will be too shallow for this site. This property and the properties to the north will likely need to coordinate a sewer project for themselves with Ash Creek Special Service District.

The property to the west has limited development potential due to the narrowness of the lot and it being adjacent to BLM property on its west and north boundaries. Without coordinated efforts it seems a more than 6 acre property can get trapped behind other development.

Fire: Utility plan must be submitted and approved.

Other Considerations:

The applicant has stated that they want two units for an affordable living arrangement for family or friends. The current Single Family Residential R1-10 zoning would allow for a single-family home with an ADU, which would also accomplish the applicant's goal of having two units. The proposed floor plan would have to be amended so that one unit was clearly "subordinate" to the other as the city code requires. Staff strongly recommends that the applicant pursue this route instead.

Findings:

Staff makes the following findings:

1. The application does not comply with the general plan's Single Family land-use designation of the area, and would create a new inconsistency with the General Plan.
2. The neighborhood and surrounding development is sparsely developed single-family homes. A single, Multiple Family RM-1 lot with a duplex would be out of character with the single-family nature of the neighborhood and vicinity.
3. The proposed amendment may have an adverse impact on the surrounding properties.
4. Services are largely inadequate to serve the area and proposed project.

Recommendation: The Planning Commission should review the requested zone change based on standards within the Hurricane City Code, and also consider any public comments. Based on the findings that the proposed zone change does not comply with the General Plan, along with the potential for future construction of a duplex that could be out of character with the surrounding single-family homes, staff recommends that the Planning Commission send a recommendation of denial to the City Council. Staff recommends the applicant apply to build a single family home with an ADU to accomplish their goals for the property.

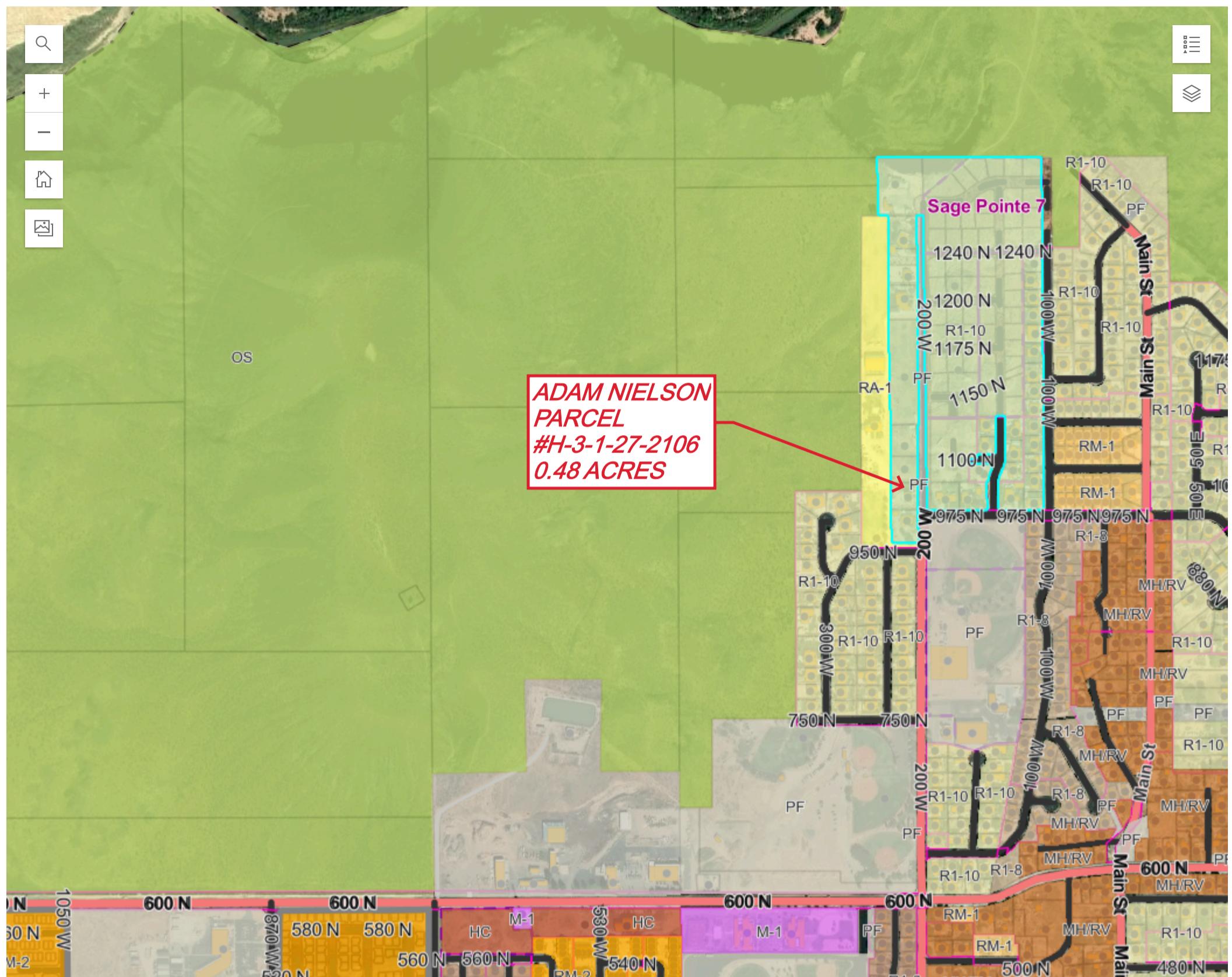
NARRATIVE

Duplex

I want to generate affordable places
for family & friends when
young families need a place to live
AND - jump start their future.

Alan Nielsen

 Planning - Zoning

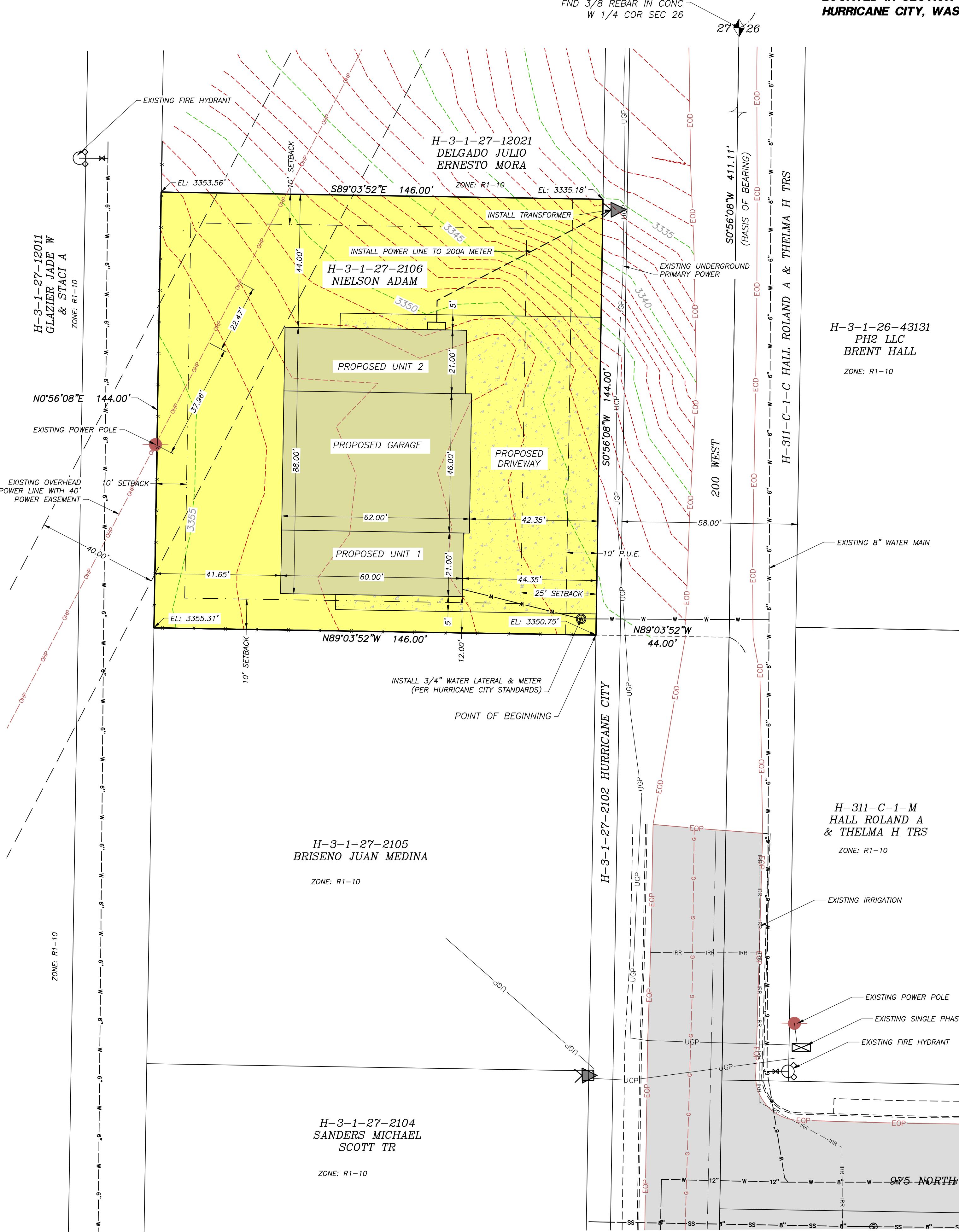
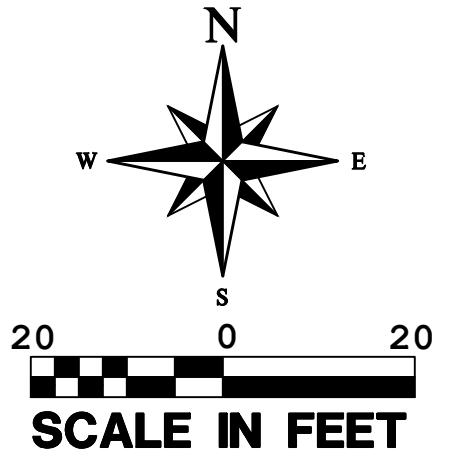


R1-10	
 Zoom to	  
Zoning Classification	R1-10
Planning Commission Date	
City Council Date	4/7/08, 6:00 PM
Acres	34.327926

ZONE CHANGE MAP FOR: ADAM NIELSON

PARCEL H-3-1-27-2106

LOCATED IN SECTION 27, T41S, R13W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH



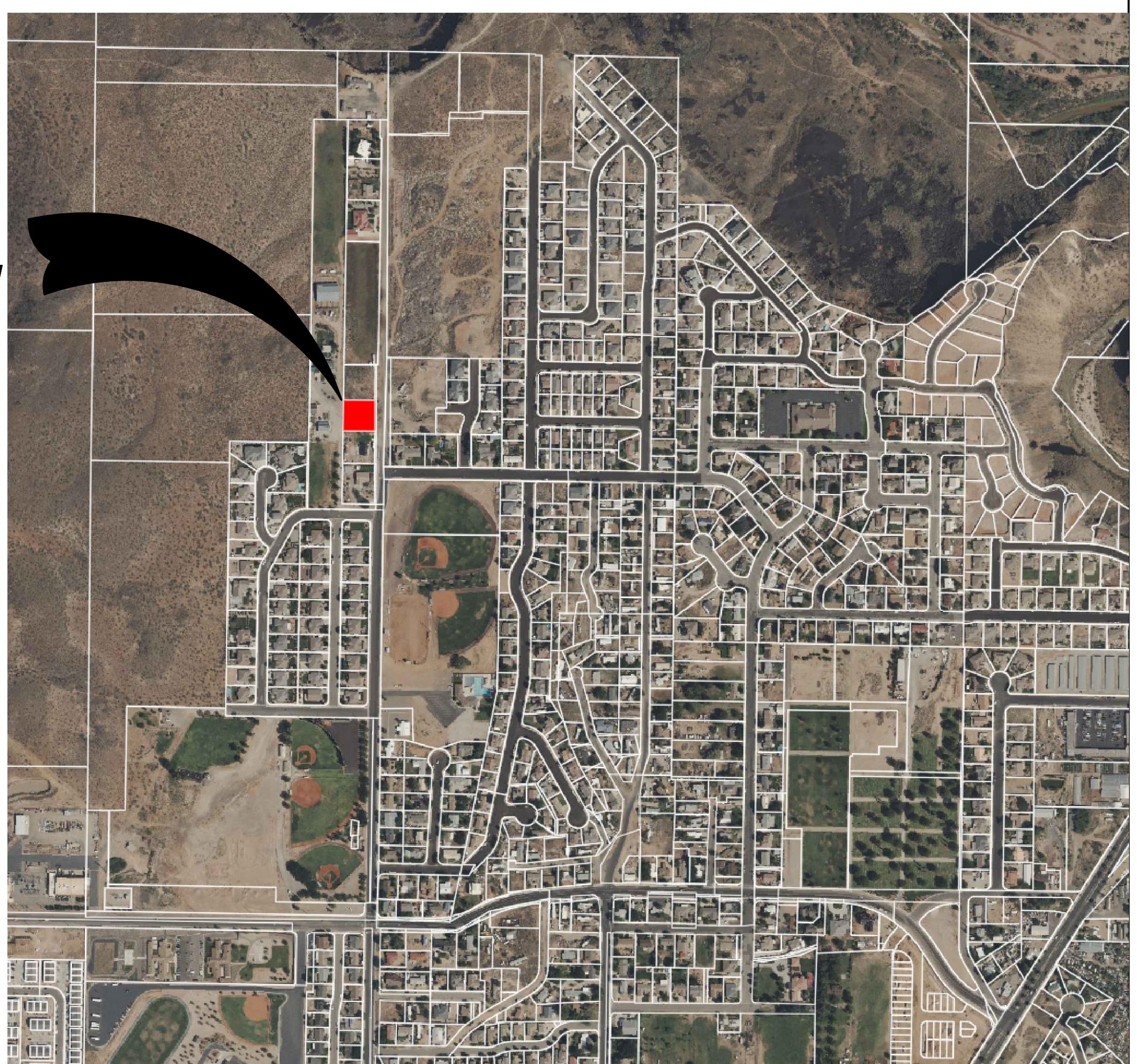
PROPOSED ZONE CHANGE:
CHANGE ZONE TO RM-1 TO ALLOW FOR MULTIFAMILY (6 UNITS PER ACRE)

LEGAL DESCRIPTION:
COMMENCING AT THE EAST QUARTER OF SECTION 27, TOWNSHIP 41 SOUTH, RANGE 13 WEST OF THE SALT LAKE BASE & MERIDIAN; THENCE SOUTH 0°56'08" WEST 411.11 FEET AND NORTH 89°03'42" WEST 44.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°03'52" WEST 146.00 FEET; THENCE NORTH 0°56'08" EAST 144.00 FEET; THENCE SOUTH 89°03'52" EAST 146.00 FEET; THENCE SOUTH 0°56'08" WEST 144.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.48 ACRES.

H-3-1-26-43131
PH2 LLC
BRENT HALL
ZONE: R1-10

H-311-C-1-C HALL ROLAND A & THELMA H TRS

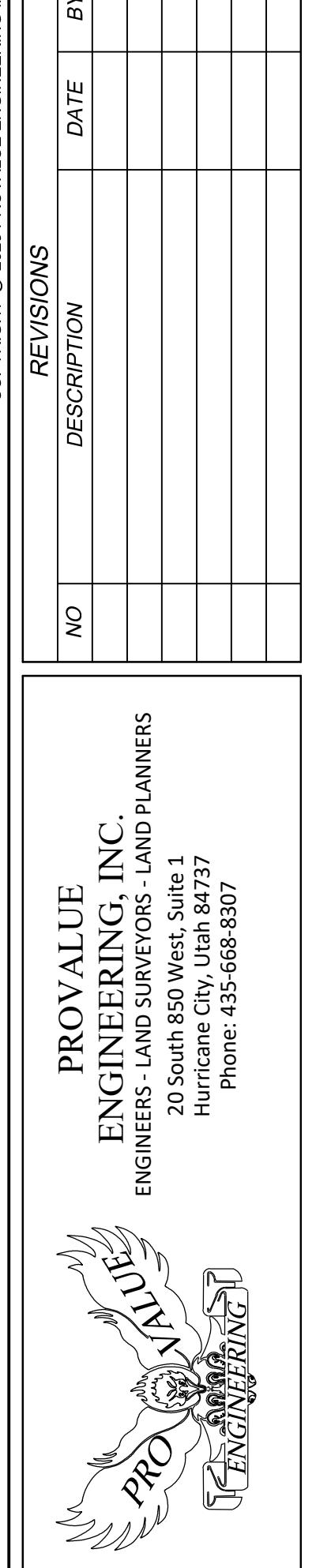
**PROJECT
LOCATION**



LEGEND

PROPERTY LINE	REVISIONS
X — X	DATE
— — — — —	BY
EXISTING FENCE LINE	
SETBACK LINE	
PUBLIC UTILITY EASEMENT	
SECTION LINE	
SECTION TIE	
CENTER LINE	
EXISTING 6" WATER MAIN	
PROPOSED 3/4" WATER SERVICE	
EXISTING IRRIGATION LINE	
OHP — OHP — OHP	
EXISTING OVERHEAD POWER	
UGP — UGP — UGP	
EXISTING UNDERGROUND PRIMARY POWER	
PROPOSED POWER LINE	
EXISTING GAS LINE	
PROPOSED LEACH LINE & TRENCH	
EXISTING GRADE MINOR CONTOURS 1'	
EXISTING GRADE MAJOR CONTOURS 5'	
3335 — 3335 — 3335	
PROPOSED ZONE OF RM-1	
PROPOSED CONCRETE	
PROPOSED BUILDING	
EXISTING ASPHALT	
EXISTING DIRT ROAD	
SECTION MONUMENT AS DESCRIBED	
PROPOSED WATER METER	
EXISTING FIRE HYDRANT	
EXISTING WATER VALVE	
EXISTING POWER POLE	
EXISTING TRANSFORMER	
TEST PIT	
CLEANOUT	

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**ZONE CHANGE MAP FOR:
ADAM NIELSON**

PARCEL H-3-1-27-2106
LOCATED IN SECTION 27, T41S, R13W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

DATE 1/14/2026
SCALE 1"=20'
JOB NO. 827-001
SHEET NO:
C2



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HURRICANE CITY **UTAH**

STAFF COMMENTS

Item: Consideration and possible approval of Ordinance 2026-03, a Land Use Code Amendment to Title 10 Chapter 7 regarding conditional use permits for metal buildings; File No. LUCA26-01.

Discussion: Staff was directed by the Planning Commission to prepare a proposed amendment to the land use code regarding conditional use permits for metal buildings. Currently, the ordinance classifies metal buildings in residential and commercial zones as conditional uses, with the Planning Commission serving as the approval authority. Staff is proposing a minor revision to designate the Zoning Administrator, instead of the Planning Commission, as the approval authority for conditional-use requests for metal buildings. This change would streamline the approval process for metal buildings in residential and commercial zones while allowing the Planning Commission to focus on more substantive agenda items. The amendment is intended to improve processing times without changing the underlying development standards. A public hearing was held at the February 12, 2026, Planning Commission meeting and no public comments or objections to the proposed code update were received. The Planning Commission unanimously recommended that the City Council approve the amendment to the land use code. --Gary Cupp

Findings:

Recommendation: Staff recommends approval.



STAFF COMMENTS

Agenda Date:	02/12/2025 – Planning Commission
Application Number:	LUCA26-01
Type of Application:	Land Use Code Amendment
Action Type:	Legislative
Applicant:	Hurricane City
Agent:	N/A
Request:	Amend Title 10, Chapter 7 regarding the approval authority for conditional use permits for metal buildings.
Recommendation:	Recommend approval to the City Council.
Report Prepared By:	Fred Resch III

Discussion: Staff was directed by the Planning Commission to prepare a proposed amendment to the land use code regarding conditional use permits for metal buildings. Currently, the ordinance classifies metal buildings in residential and commercial zones as conditional uses, with the Planning Commission serving as the approval authority. Staff is proposing a minor revision to designate the Zoning Administrator, instead of the Planning Commission, as the approval authority for conditional-use requests for metal buildings. This change would streamline the approval process for metal buildings in residential and commercial zones while allowing the Planning Commission to focus on more substantive agenda items. The amendment is intended to improve processing times without changing the underlying development standards.

Recommendation:

Staff requests that the Planning Commission send a recommendation of approval of the proposed land use code amendment to the City Council.

Sec. 10-7-9. Conditional use permit.

- A. *Purpose.* This section sets forth procedures for considering and approving conditional use permits.
- B. *Authority.*
- 1. The Planning Commission is authorized to issue conditional use permits for the following uses:
 - Agricultural industry.
 - Agritourism activities.
 - Animal specialties.
 - Assisted living facility.
 - Farm stands selling commercially packaged handicrafts or commercially processed or packaged food stuffs.
 - Greater heights than permitted by this Code in all zones except residential and residential agricultural zones.
 - Greater size than permitted by this Code in all zones except residential and residential agricultural zones.
- Metal building in commercial and residential zones.**
 - Multi family in commercial zones.
 - Public stable.
 - Reception center.
 - Recreation and entertainment, outdoor.
 - Fences or walls of greater height.
- 2. The Zoning Administrator is authorized to issue conditional use permits for the following uses:
 - Animals and fowl for recreation and family food production.
 - Greater size accessory buildings than permitted by this Code in residential zones.
 - Greater size accessory buildings than permitted by this Code in residential and residential agricultural zones.
 - Greater height accessory buildings than permitted by this Code in residential and residential agricultural zones.

- Metal building in commercial and residential zones.**

 - h. Standards for metal buildings.
 - (1) In residential (R-1) zones the height and size may not be greater than permitted in the zone.
 - (2) The building must meet the following design standards:
 - (A) Exterior building materials shall be durable, require low maintenance, and be of the same or higher quality as surrounding developments.

(B) Details of proposed colors and materials, including color chips, samples, and colored building elevations, shall be shown on building plans when a development project application is submitted. Colors shall be compatible with surrounding structures.

(C) Reflective surfaces or colors which may produce excessive reflections or glare that may create a potential safety problem are prohibited.

(D) In a commercial zone the faces of the building visible from nearby streets must include architectural relief items of non-metal materials including wood, stone, or stucco.

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING TITLE 10 CHAPTER 7 REGARDING APPROVAL AUTHORITY FOR CONDITIONAL USE PERMITS FOR METAL BUILDINGS

WHEREAS, the City Council of Hurricane, Utah desires to amend Title 10, Section 10-7-9 with regards to the approval authority for conditional use permits for metal buildings; and

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

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

BE IT HEREBY ORDAINED by the City Council of Hurricane, Utah that Title 10, Chapter 7, Section 10-7-9(B) of the Hurricane City Code be amended, and that it read as follows:

B. Authority.

1. The Planning Commission is authorized to issue conditional use permits for the following uses:

Agricultural industry.

Agritourism activities.

Animal specialties.

Assisted living facility.

Farm stands selling commercially packaged handicrafts or commercially processed or packaged food stuffs.

Greater heights than permitted by this Code in all zones except residential and residential agricultural zones.

Greater size than permitted by this Code in all zones except residential and residential agricultural zones.

Multi family in commercial zones.

Public stable.

Reception center.

Recreation and entertainment, outdoor.

Fences or walls of greater height.

2. The Zoning Administrator is authorized to issue conditional use permits for the following uses:

Animals and fowl for recreation and family food production.

Greater size accessory buildings than permitted by this Code in residential zones.

Greater size accessory buildings than permitted by this Code in residential and residential agricultural zones.

Greater height accessory buildings than permitted by this Code in residential and residential agricultural zones.

Metal buildings in commercial and residential zones.

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

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

EXECUTED on this 19th 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 19th day, 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	____	____	____	____
Amy Werrett	____	____	____	____

Cindy Beteag, Recorder



HURRICANE CITY UTAH

STAFF COMMENTS

Item: Consideration and possible approval of the Municipal Advisor Agreement with Zions Public Finance.

Discussion: This agenda item has to do with the approval of a financial advisory services contract. Historically, Hurricane City has contracted with a financial advisory firm to help with ongoing financial services for the city. A typical contract runs for a period of 5 years.

Hurricane City currently contracts with Zions Public Finance. A recent example is the work performed on the financing for Hurricane City's new indoor swimming pool. A financial advisor is critical under these types of situations to help the city with completing key requirements for bonding, including the coordination, closing, and issuance of debt and with ongoing financial reporting requirements.

Even when the city is not specifically bonding for a project, financial services are used frequently by the city, aiding in the monitoring of market and economic conditions, assistance in the preparation of financial documents, running amortization schedules in determining future financing options, and any other financial advice and assistance the city needs.

Findings:

Recommendation: Hurricane City staff have had a long-standing relationship with Zions Public Finance and their team. We know them well, we use them frequently, and they have been very responsive to our needs. Zions has been, and continues to be, a critical component to our ongoing projects including the new police station and city office. They are currently helping us with wrapping up the financing of the city pool. We trust their expertise, they have been great to work with, and would recommend to the council to approve the Municipal Advisor Agreement with Zions Public Finance. – Kaden DeMille



ZIONS PUBLIC FINANCE, INC.

Agreement for Municipal Advisory Services

THIS AGREEMENT, is being entered into as of the ____ day of _____, 2026 by and between HURRICANE CITY, hereinafter "CLIENT" and ZIONS PUBLIC FINANCE, Inc., a wholly-owned subsidiary of Zions Bancorporation, N.A., hereinafter "Zions".

WITNESSETH

WHEREAS, CLIENT desires to receive professional municipal advisory services from an independent Municipal Advisor; and

WHEREAS, Zions, as a registered "municipal advisor" with both the Securities Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB"), is qualified and capable to provide such services to CLIENT; and

WHEREAS, CLIENT desires to enter into this Agreement with Zions to obtain its financial advisory services relating to CLIENT's financings, with the exception of those financings specifically excluded under Section 2 below, or otherwise specified as excluded in **Exhibit A** hereof.

NOW, THEREFORE, CLIENT and Zions agree as follows:

1. Zions acknowledges that, under this Agreement and in accordance with the rules and regulations adopted by the SEC and MSRB, it owes certain duties to CLIENT and agrees to act in accordance with these rules and regulations, as applicable. Zions agrees to provide the following services to CLIENT, as requested:

(a) Render financial advice and assistance on fiscal matters pertaining to debt policies and procedures, the level and trend of fund balances, debt ratios, funding options, and the issuance and sale of CLIENT's securities, including notes, bonds, leases, loans and other forms of securities or financings.

(b) Provide written advice and recommendations concerning financing structures including length of amortization, ratings and insurance, maturity schedules, interest rates, call provisions, premiums and discounts, security provisions, coverage covenants, and other terms of existing or proposed debt.

(c) Assist in the selection of other financing team members including, but not limited to, bond counsel, disclosure counsel, underwriter(s), trustees, paying agents, bond registrars, escrow agents, escrow verification agents, rating agencies, bond insurers, arbitrage rebate consultants and any other parties engaged in providing services for the financing in question.

(d) Work cooperatively with CLIENT's other financing professionals to the end that securities may be legally and successfully sold and issued. All other financing professionals will be paid by CLIENT.

(e) Advise and assist in selecting the most advantageous method of sale.

(f) If a negotiated sale is deemed most advantageous to CLIENT, Zions will assist in soliciting and analyzing underwriter proposals, and selecting the underwriter(s). Zions will also provide advice regarding the underwriter's compensation and the appropriateness of the yields, coupons, and other terms proposed by the underwriter(s).

(g) If a competitive sale is selected, Zions will coordinate with the provider of the electronic platform and provide all information necessary to offer the securities using this method. Zions will verify the calculation of the winning bidder and restructure the maturities to provide CLIENT with its desired payment structure.

(h) Attend meetings as requested by CLIENT to discuss and formulate plans about proposed financings. This may include public hearings and meetings of CLIENT's governing body.

(i) Assist CLIENT in its preparation of financing documents, data, and other information as may be required by any state or federal agency, rating agencies, bond insurers and underwriters.

(j) Assist with the review of an Official Statement, private offering memorandum, or other offering documents (each an "Offering Document") for each financing transaction, setting forth financial and other information about CLIENT and the bonds or other debt instrument being offered for sale.

(k) Participate in a "Due Diligence" meeting of CLIENT prior to the finalization and distribution of any Offering Document in an effort to assist the CLIENT with disclosing full and complete disclosure of all information which could be considered "material" to any purchaser of bonds. CLIENT understands that as a condition of marketing the bonds, it will be necessary to authorize and direct its appropriate officers to execute a certificate and/or other closing documents, confirming the truth and accuracy of all information contained in the preliminary and final Offering Document. Except as otherwise provided herein, Zions is not responsible for certifying as to the accuracy or completeness of any preliminary or final Offering Document, other than with respect to any information about Zions provided by Zions for inclusion in such documents.

(l) Deliver the Offering Document, together with the Notice of Sale, to underwriters or potential purchasers of CLIENT's bonds.

(m) Submit information concerning the proposed financing(s) to selected rating agencies in an effort to obtain favorable ratings on CLIENT's financings. If requested, Zions will organize, assist in the preparation of, and participate in CLIENT's presentations made to rating agencies, bond insurers, or investors in New York City, San Francisco, or other locations. The actual fees and related expenses of any such presentation are to be paid by CLIENT.

- (n) Coordinate the closing of the debt issue, including the transfer of funds and the delivery of the securities to the underwriter(s) or purchaser(s).
- (o) Assist with post-closing compliance issues such as private use and tax-exemption issues, audits by regulators or federal agencies, arbitrage compliance, etc.
- (p) Monitor market conditions to identify refunding opportunities for interest savings. Analyze purported savings in refunding proposals made by other market participants.
- (q) Any additional services listed on **Exhibit A** hereof.

The CLIENT acknowledges and agrees that most tasks requested by the CLIENT will not require all services described above and, as such, the specific scope of services for such tasks shall be limited to just those services requested by the Client to be completed.

2. Zions hereby confirms that it is registered as a "municipal advisor" with the SEC and MSRB. Zions will not provide municipal advisory services to CLIENT under this Agreement with respect to any commercial banking transaction between CLIENT and Zions.
3. CLIENT agrees that in consideration for the foregoing services to be performed by Zions, CLIENT shall:
 - (a) cooperate with Zions and provide all information which is reasonably required to enable Zions to fulfill its duties to CLIENT hereunder.
 - (b) pass such ordinances and resolutions and perform such reasonable acts as may be necessary to assure compliance with all applicable laws, ordinances and constitutional provisions pertaining to the issuance of its securities and other related services.
 - (c) furnish Zions with certified copies of all minutes from meetings and proceedings taken, affidavits of publications, etc., in connection with any of the securities issued by CLIENT.
 - (d) pay Zions for services herein outlined and other services incidental hereto in accordance with **Schedule 1** hereof.

MSRB Rule G-42 requires that Zions make a reasonable inquiry as to the facts that are relevant to CLIENT's determination whether to proceed with a course of action or that form the basis for any advice provided by Zions to CLIENT. The rule also requires that Zions undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Zions is also required under the rule to use reasonable diligence to know the essential facts about CLIENT and the authority of each person acting on CLIENT's behalf.

CLIENT agrees to cooperate, and to cause its agents to cooperate, with Zions in carrying out these regulatory duties, including providing to Zions accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, CLIENT agrees that, to the extent CLIENT seeks to have Zions provide advice with regard to any recommendation made by a third party, CLIENT will provide to Zions written direction to

do so as well as any information it has received from such third party relating to its recommendation.

CLIENT hereby acknowledges and agrees with the Disclosure Statement attached hereto as **Exhibit B**.

4. It is understood that the execution of this Agreement secures the services of Zions as CLIENT's Municipal Advisor for a period of five (5) years. Either party may cancel and terminate this Agreement on any anniversary date of this Agreement, for any reason, upon 30 days' prior written notice to the other party of such termination.

5. The information used in developing forecast assumptions will be derived from published information and other sources that Zions considers appropriate. However, Zions does not assume responsibility for the accuracy of such material. Forecasts are subject to many uncertainties; therefore, Zions does not represent that any projections of growth will be representative of the results that actually will occur.

6. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Zions or any of its associated persons, Zions and its associated persons shall have no liability to CLIENT for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from CLIENT's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Zions to CLIENT. No recourse shall be had against Zions for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of CLIENT arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any issue or product or otherwise relating to the tax treatment of any issue or product or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by CLIENT of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Zions' duties to CLIENT under SEC and MSRB rules.

7. Zions' services consist solely in providing financial advisory services to municipalities as a municipal advisor and consultant. Zions does not render any legal, accounting or actuarial advice.

8. This Agreement shall be interpreted under the laws of and enforced in the courts of the State of Utah.

9. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Agreement or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as

provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Agreement. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

10. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

11. This Agreement and the attached Exhibits and Schedules constitute the entire agreement between Zions and the CLIENT and supersedes any prior agreement between Zions and the CLIENT with respect to municipal advisory services provided hereunder, except as is set forth in an Addendum, if any, which is made a part of this Agreement and which is signed by both Zions and the CLIENT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

HURRICANE CITY

By _____
[Officer]

ZIONS PUBLIC FINANCE, Inc.
A wholly-owned subsidiary of
ZIONS BANCORPORATION, N.A.

By _____
Vice President

Principal Approval

By _____
Senior Vice President

Exhibit A
Additional Services

1. Provide advice concerning bond elections, including tax impact calculations, voter information pamphlets, election strategy, and information for media packets, and any other services mutually agreed upon by Zions and CLIENT.
2. Prepare studies regarding general plans, capital facility plans, impact fees, utility rates, tax increment studies, economic development studies, feasibilities studies, public infrastructure districts, business license fees, grants, and other studies as requested by the CLIENT.
3. Prepare, draft and review an Offering Document.
4. Perform the administrative functions of billing, collecting for special assessment areas. This includes keeping the accounting records and preparing periodic reports on the status of the assessments, reserve funds and payment histories of each property owner. Zions will also coordinate with CLIENT's foreclosure trustee if needed.
5. Assist in gathering, preparing and submitting information to the MSRB's EMMA repository all information necessary to comply with the CLIENT's continuing disclosure obligations. Zions will also monitor and help provide compliance with all material event notices that must be filed to comply with SEC regulation 15c2-12.

Exhibit B
Zions Public Finance, Inc.
Disclosure Statement of
Municipal Advisor

REGULATORY DISCLOSURES: MSRB RULE G-42

The Municipal Securities Rulemaking Board (MSRB) Rule G-42 requires all Municipal Advisors to disclose to their clients, in writing, any actual or potential material conflicts of interest, including with respect to certain specifically identified categories in Rule G-42, if applicable. Zions Public Finance, Inc. (hereinafter "Zions") makes the disclosures set forth below with respect to material actual or potential conflicts of interest in connection with our Agreement for Municipal Advisory Services (the "Agreement") dated _____ with CLIENT, together with an explanation of how Zions addresses, or intends to manage or mitigate each conflict.

Mitigation of Conflicts of Interest

With respect to each actual or potential conflict disclosed below, (i) for its municipal entity CLIENT, Zions mitigates such conflicts through adherence to SEC and MSRB rules, including compliance with our fiduciary duty and duty of fair dealing to the CLIENT, which includes a duty of loyalty in performing all municipal advisory activities for CLIENT and (ii) for its obligated person CLIENT, Zions mitigates such conflicts through adherence to SEC and MSRB rules, including compliance with our duty of care and duty of fair dealing, in performing all municipal advisory activities for CLIENT. Because Zions is part of a much larger banking organization, our profitability is not dependent on maximizing short-term revenues generated from our municipal advisory activities, but instead is dependent on long-term profitability built on a foundation of integrity, quality service, and compliance with SEC and MSRB rules.

Compensation Based Conflicts

Zions may receive compensation from CLIENT for services rendered which may be contingent upon the successful closing of a transaction, and/or where our compensation may be based in whole or in part on the size of the transaction. In other situations, our compensation may be based upon an hourly rate or rates. In still other situations, our compensation may be based upon an annual retainer or a fixed fee for a given project. While these forms of compensation are typical in the municipal securities market, each of these methods of compensation may present a potential conflict of interest regarding our ability to provide unbiased advice to enter into such transaction.

For example, fees that are (i) dependent upon the size of and successful closing of a transaction could create an incentive for Zions to recommend unnecessary, oversized, or disadvantageous financings in order to increase our compensation; (ii) based upon an hourly rate could create an incentive for Zions to recommend alternatives that result in greater hours worked; and (iii) based upon an annual retainer or fixed fee could incentivize Zions to recommend less time-consuming alternatives or fail to do a more thorough analysis of alternatives. In each case, Zions represents that the potential conflict of interest relating to compensation will not impair our ability to render unbiased and competent advice, to fulfill our duties as described above to the CLIENT, and to comply with SEC and MSRB rules.

Relationship Based Conflicts

Zions has numerous municipal advisory relationships with various governmental entities that may from time to time have interests that could have a direct or indirect impact on CLIENT's interests. For example, Zions' other municipal advisory clients may from time to time, and depending on specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Zions could potentially face a conflict of interest arising from these competing client interests. In addition to the general mitigations described above, Zions will mitigate any such potential conflict through full written disclosure to CLIENT in a timely manner.

In addition to serving as municipal advisor to CLIENT, Zions may, from time to time, serve as a municipal advisor to a conduit borrower. In such event, CLIENT and the conduit borrower may have conflicting interests with regard to fees, terms of the issuance, and other matters. In addition to the general mitigations described above, Zions will mitigate any such potential conflict through full written disclosure to both the conduit borrower and CLIENT in a timely manner.

Affiliate Based Conflicts

As a part of ZIONS BANCORPORATION, N.A., a nationally-chartered banking association, Zions has many affiliated businesses that have provided, or desire to provide, services to governmental entities, including CLIENT.

These affiliates include:

- Zions Bank Corporate Trust, a service department of ZIONS BANCORPORATION, N.A, and related to Zions ("Corporate Trust"), offers corporate trustee and custodial services to municipal issuers and obligated persons. If a client engages in these services, it is done directly with Corporate Trust under a separate agreement.
- Zions Capital Advisor Institutional Liquidity Management ("ZCA"), an affiliate and SEC registered investment advisor provides discretionary money management to institutional clients for a fee. If the client engages ZCA for these services, it will be dealing directly with ZCA under its own agreement and disclosures.
- Zions Bank Capital Markets, an affiliated bank dealer, provides underwriting and dealer services to institutional clients including municipal issuers. Additionally, the dealer may take positions or underwrite securities for other municipal issuers.
- Zions Bank, a division of ZIONS BANCORPORATION, N.A, provides traditional banking services to municipal clients through their branch locations and treasury departments. Any products or services offered are subject to the terms and conditions of the bank agreement for the engagement.

Corporate Trust is the only affiliate that may be expected to provide services that are directly related to the Municipal Advisory activities to be provided by Zions within the scope of services under the Agreement. Corporate Trust acts as a Paying Agent, Registrar, Trustee, and Escrow Agent to municipal clients on municipal financings. Corporate Trust's desire to do business with CLIENT could create an

incentive for Zions to recommend a course of action that increases the level of CLIENT's business activity with this affiliate. In addition to the general mitigations described above, in the event that Zions makes a recommendation to CLIENT that could influence the level of business with Corporate Trust, Zions will consider alternatives to such recommendations which will be disclosed to CLIENT along with the potential impact such recommendations and alternatives would have on CLIENT and the affiliate.

As further described below, Zions Bank, an affiliate of Zions, may from time to time make bank loans to or purchase leases or securities from CLIENT, which such loans and purchases are expressly excluded from the scope of the Agreement.

After reviewing our list of existing affiliate relationships and upcoming transactions, we cannot identify any existing material conflicts of interest that would prevent us from serving as municipal advisor to CLIENT or that are not mitigated by compliance with SEC and MSRB rules. If Zions becomes aware of any additional potential or actual material conflicts of interest after this initial disclosure, Zions will disclose the detailed information, in writing, to CLIENT in a timely manner.

Legal or Disciplinary Events

As registered municipal advisors with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, our legal, disciplinary and judicial events are required to be disclosed on our Forms MA and MA-I filed with the SEC, in 'Item 9 Disclosure Information' of Form MA, 'Item 6 Disclosure Information' of Form MA-I, and if applicable, the corresponding disclosure reporting page(s) ("DRP"). Zions Public Finance, Inc. has updated the firm's Form MA for a recent SEC event related to the use of off-channel communication related municipal advisory activities. To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access the firm or individual advisors filed Forms MA and MA-I on the SEC's Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed, at:

Zions Public Finance, Inc:
<https://www.sec.gov/edgar/browse/?CIK=1628261>

If any material legal or disciplinary event is required to be disclosed on Form MA or any Form MA-I, Zions will provide such disclosure to you, allowing you to evaluate such legal or disciplinary event.

Contract Exemption for Bank Transactions

In our proposed Municipal Advisory Agreement, there is a provision that specifically excludes from the Agreement commercial banking transactions between Zions and the CLIENT ("Bank Transactions").

If a municipal entity CLIENT determines that it would like one of Zions' affiliates to directly engage in a Bank Transaction, and provided that Zions has not previously provided any advice to municipal entity CLIENT on the Bank Transaction, Zions will deliver to municipal entity CLIENT an additional disclosure document.

REGULATORY DISCLOSURES: MSRB RULE G-10

Rule G-10 requires municipal advisors to provide certain notices to clients within specified timeframes.

Zions hereby provides, and no less than once each calendar year hereafter during the course of the municipal advisory relationship will provide, in writing (which may be electronic) to the client, the following items of information:

- (i) Zions Public Finance, Inc. is registered as a “municipal advisor” with the SEC and the MSRB, as required by section 15B of the Securities Exchange Act and the rules adopted by the MSRB;
- (ii) the website address for the MSRB is www.msrb.org; and
- (iii) the MSRB has made available on its website a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Schedule 1
For Services outlined in Section 1(a) through 1(p) of the Agreement

For General Obligation Bonds, the City will pay Zions a fee equal to \$2.00 per \$1,000 of proceeds delivered.

For Revenue Bonds, the City will pay Zions a fee equal to \$2.75 per \$1,000 of proceeds delivered.

For Lease Revenue Bonds, the City will pay Zions a fee equal to \$3.25 per \$1,000 of proceeds delivered.

For Tax Increment Bonds, the City will pay Zions a fee equal to \$3.50 per \$1,000 of proceeds delivered.

For Special Assessment Bonds, the City will pay Zions a fee equal to \$4.00 per \$1,000 of proceeds delivered.

*For each bond issue a “minimum” of \$15,000 would be charged.

FEE Schedule
For Studies Services outlined in Exhibit A of the Agreement

If the City desires that Zions prepare a study as outlined in Exhibit A, the City will pay Zions an additional, mutually-agreed upon fee after the scope of the study has been determined.

Fee Schedule for Optional Services

For POS and OS Services outlined in Section Exhibit A of the Agreement

If the City desires that Zions draft the preliminary official statement and final official statement, the City will pay Zions an additional fee of \$5,000 for each issue.

For Special Assessment Administration Services outlined in Exhibit A of the Agreement

If the City desires that Zions administer the billing, collecting and accounting functions related to Special Assessment Areas, the City will pay Zions an additional, mutually-agreed upon fee after the scope of these services has been determined.

For Continuing Disclosure Services outlined in Exhibit A of the Agreement

If the City desires that Zions prepare and file its continuing disclosure reports required by SEC Regulation 15c2-12, the City will pay Zions an additional, fee based on the following schedule:

<u>Filing Fees¹:</u>	<u>Fee for Annual Financial Information Filing</u>
Base Fee for all General Obligation Bonds Issued	<u>\$3,000.00</u>
Additional Bonds Issued:	
Lease Revenue Annual Appropriation Bonds (includes all lease revenue bonds issued).....	500.00
Revenue Bonds (includes all enterprise revenue bonds issued).....	1,500.00
Tax Increment Bonds (includes all tax increment bonds issued).....	1,500.00
Excise Tax Revenue Bonds (includes all excise revenue bonds issued).....	1,500.00
Other (includes all other bonds issued).....	500.00
Material Event Notice Filing Fees:	
Fee for Late Filing (submitted after [Insert date]).....	750.00
Fee for Material Event Filing.....	500.00

Annually, operating and financial information and audited financial statements will be submitted to the Electronic Municipal Market Access (“EMMA”) by [insert date]. If the information is not filed within the specified timeframe, a Material Event Notice will be filed indicating the “late filing.”

When applicable, Zions Public Finance, Inc. would charge a filing fee for services rendered in the event of a Material Event Notice. A “Material Event” in which disclosure is required may consist of the following:

- (a) The Issuer shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner but not more than ten (10) Business Days after the event:
 - (i) Principal and interest payment delinquencies;
 - (ii) Unscheduled draws on debt service reserves reflecting financial difficulties;
 - (iii) Unscheduled draws on credit enhancements reflecting financial difficulties;
 - (iv) Substitution of credit or liquidity providers, or their failure to perform;

¹ Zions reserves the right to increase the annual information filing fee (singularly or collectively for all types of bond issues) by not more than 2% per year for cost inflation factors. Zions will notify the issuer of these increases at each billing period.

- (v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;
- (vi) Defeasances;
- (vii) Tender offers;
- (viii) Bankruptcy, insolvency, receivership or similar proceedings; or
- (ix) Rating changes; or
- (x) Default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) The Issuer shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the Listed Event, if material:

- (i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;
- (ii) Appointment of a successor or additional trustee or the change of the name of a trustee;
- (iii) Non-payment related defaults;
- (iv) Modifications to the rights of the owners of the Bonds;
- (v) Bond calls; or
- (vi) Release, substitution or sale of property securing repayment of the Bonds; or
- (vii) Incurrence of a Financial Obligation of the City or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders.



STAFF COMMENTS

Item: Consideration and possible approval of awarding the bid for the chip seal project.

Discussion: Hurricane City has budgeted funds to perform pavement management on existing streets. These funds come from the Utah State B&C Road fund, which gets its revenues from the State fuel tax. As such, these funds are restricted to pavement maintenance. Each year the City uses the Pavement Management Plan to select streets to be chip sealed, slurry sealed, and/or crack sealed.

The City has advertised a chip seal project for contractor bids and is seeking Council action to award the project.

Findings: The City received 6 bids in response to the advertisement, ranging in price from \$543,593.10 to \$691,320.35. Our cost estimate is \$595,917.75, so we are within the budget that has been established for the project. The low bidder has the necessary qualifications to complete the project.

Recommendation: It is recommended that the City award the Chip Seal contract to the low bidder, Holbrook Asphalt, in the amount of \$543,593.10. – Arthur LeBaron

Hurricane City 2026 Chip Seal Project Bid Tabulation

Hurricane City 2026 Chip Seal Project Bid Tabulation																	
Contractor:		Holbrook Asphalt		Intermountain Slurry		Suncore		Hales Sand & Gravel		CPC		VSS Intn'l		Engineer's Estimate			
Bid Schedule																	
Item	Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	
Mobilization	1	Lump Sum	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 19,516.00	\$ 19,516.00	\$ 25,200.00	\$ 25,200.00	\$ 47,160.00	\$ 47,160.00	\$ 22,000.00	\$ 22,000.00		\$ -	
Traffic Control	1	Lump Sum	\$ 11,000.00	\$ 11,000.00	\$ 135,000.00	\$ 135,000.00	\$ 12,785.00	\$ 12,785.00	\$ 29,700.00	\$ 29,700.00	\$ 19,800.00	\$ 19,800.00	\$ 56,678.00	\$ 56,678.00		\$ -	
Chip Seal, Single Layer	113679	SY	\$ 1.10	\$ 125,046.90	\$ 1.00	\$ 113,679.00	\$ 1.22	\$ 138,688.38	\$ 1.15	\$ 130,730.85	\$ 1.27	\$ 144,372.33	\$ 2.00	\$ 227,358.00	\$ 2.80	\$ 318,301.20	
Chip Seal, Double Layer	50021	SY	\$ 2.20	\$ 110,046.20	\$ 1.00	\$ 50,021.00	\$ 2.47	\$ 123,551.87	\$ 2.45	\$ 122,551.45	\$ 2.12	\$ 106,044.52	\$ 4.00	\$ 200,084.00	\$ 5.55	\$ 277,616.55	
LMCRS-2H Oil	370	Ton	\$ 750.00	\$ 277,500.00	\$ 600.00	\$ 222,000.00	\$ 767.00	\$ 283,790.00	\$ 739.00	\$ 273,430.00	\$ 802.55	\$ 296,943.50	\$ 500.00	\$ 185,000.00		\$ -	
			Total:	\$ 543,593.10		Total:	\$ 545,700.00		Total:	\$ 578,331.25		Total:	\$ 581,612.30		Total:	\$ 614,320.35	
																Total:	\$ 691,120.00
																Total:	\$ 595,917.75

Note: The Engineer's Estimate unit price included Mobilization and Traffic Control in the per square yard estimated unit cost.



Apple Acres & Cobblestone Fields - 2026 Street Maintenance

GIS Department



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

Treatment

- Single Chip
- Double Chip
- Slurry Coat





Hurricane Garden Homes - 2026 Street Maintenance

GIS Department



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Treatment

- Single Chip
- Double Chip
- Slurry Coat





Old Hwy 91 (BAJR to 5300 West) - 2026 Street Maintenance

GIS Department



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Treatment

- Single Chip
- Double Chip
- Slurry Coat





Old Hwy 91 (SR-9 to BAJR) - 2026 Street Maintenance

GIS Department



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Treatment

- Single Chip
- Double Chip
- Slurry Coat



Hurricane City 2026 Slurry Seal Project Bid Tabulation

Contractor:			American Pavement Pres.		Asphalt Preservation		Morgan Pavement		VSS Int'l		Engineer's Estimate	
Item	Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
Mobilization	1	Lump Sum	\$ 3,200.00	\$ 3,200.00	\$ 12,500.00	\$ 12,500.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00		\$ -
Traffic Control	1	Lump Sum	\$ 17,000.00	\$ 17,000.00	\$ 15,000.00	\$ 15,000.00	\$ 500.00	\$ 500.00	\$ 89,462.40	\$ 89,462.40		\$ -
Type II Slurry Seal	356661	SY	\$ 1.43	\$ 510,025.23	\$ 1.45	\$ 517,158.45	\$ 1.56	\$ 557,853.47	\$ 1.60	\$ 570,657.60	\$ 1.64	\$ 584,924.04
			Total:	\$ 530,225.23	Total:	\$ 544,658.45	Total:	\$ 588,353.47	Total:	\$ 690,120.00	Total:	\$ 584,924.04

Note: The Engineer's Estimate unit price included Mobilization and Traffic Control in the per square yard estimated unit cost.



Apple Acres & Cobblestone Fields - 2026 Street Maintenance

GIS Department



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Treatment

- Single Chip
- Double Chip
- Slurry Coat





Sand Hollow Resort - 2026 Street Maintenance

GIS Department



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Treatment

- Single Chip
- Double Chip
- Slurry Coat





Sky Mountain - 2026 Street Maintenance

GIS Department



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Treatment

- Single Chip
- Double Chip
- Slurry Coat





Sky Ridge West - 2026 Street Maintenance

GIS Department



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Treatment

- Single Chip
- Double Chip
- Slurry Coat





300 North - 2026 Street Maintenance

GIS Department



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Treatment

- Single Chip
- Double Chip
- Slurry Coat





STAFF COMMENTS

Item: Consideration and possible approval of awarding the bid for the slurry seal project.

Discussion: Hurricane City has budgeted funds to perform pavement management on existing streets. These funds come from the Utah State B&C Road fund, which gets its revenues from the State fuel tax. As such, these funds are restricted to pavement maintenance. Each year the City uses the Pavement Management Plan to select streets to be chip sealed, slurry sealed, and/or crack sealed.

The City has advertised a slurry seal project for contractor bids and is seeking Council action to award the project.

Findings: The City received 4 bids in response to the advertisement, ranging in price from \$530,225.23 to \$690,120.00. Our cost estimate is \$584,924.04, so we are within the budget that has been established for the project. The low bidder has the necessary qualifications to complete the project.

Recommendation: It is recommended that the City award the Chip Seal contract to Holbrook Asphalt in the amount of \$530,225.23. – Arthur LeBaron