



HURRICANE CITY UTAH

City Council

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

Mayor

City Manager

Clark Fawcett

Kaden DeMille

Hurricane City Council Meeting Agenda

March 19, 2026

4:00 PM

City Council Chambers 147 N 870 W, Hurricane

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

4:00 p.m. Work Meeting

1. Discussion regarding the Cost of Service Study and the Power Pooling Agreement

5:00 p.m. Pre-meeting

1. Agenda Summary

6:00 p.m. - Call to Order

Prayer

Pledge of Allegiance

Declaration of any conflicts of interest

Minutes of the Regular City Council Meeting for March 5, 2026

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.

NEW BUSINESS

1. Public Hearing to take comments on the following;
 - a. A proposed ordinance confirming and adopting the environmental mitigation impact fee for the Washington County Habitat Conservation Plan

2. Consideration and possible approval of **Ordinance 2026-04 Confirming and Adopting the Environmental mitigation impact fee** for the Washington County Habitat Conservation Plan
3. Consideration and possible approval of **Resolution 2026-17 Authorizing and Approving a 5-year Rate Design** based on the results of the Cost of Service Study - Mike Johns
4. Consideration and possible approval of a **Proclamation regarding the discharge of fireworks**
5. Consideration and possible approval of **Ordinance 2026-05 Amending Title 3, Chapter 2** regarding liquor control
6. Consideration and possible approval of a **contract for the design** of Purgatory Road - Arthur LeBaron
7. Consideration and possible approval of **awarding a contract for the Sand Hollow Interchange Drainage Improvements** project - Arthur LeBaron
8. Consideration and possible approval of **appointing a Mayor Pro Tempore**
9. Discussion on **Storm Court scheduling** - Dave Imlay
10. Discussion and possible direction regarding **proposed amendments to the sign ordinance** - Gary Cupp
11. Consideration and possible approval of **Zone Change Amendment Ordinance No. ZC26-02** to rezone a property located at 515 N 360 E from Mobile Home/RV Park (MH/RV) to Highway Commercial (HC); File No. ZC26-02; Parcel No. H-SMME-18-B; Interstate Rock Products, applicant; Chase Stratton, agent
12. Consideration and possible approval of **Zone Change Amendment Ordinance No. ZC26-04** to rezone a property located at 1188 S 920 W from Residential Agriculture RA-1 to Residential Agriculture RA-0.5; File No. ZC26-04; Parcel No. H-3-2-3-335; Marja Riitta Nugent, applicant; Karl Rasmussen, agent
13. Consideration and possible approval of **Resolution 2026-16 Authorizing and Approving the Amended and Restated Power Pooling Agreement** with Utah Associated Municipal Power Systems; and related matters
14. Mayor, Council, and staff reports
15. 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 March 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 March 19, 2026

4:00 p.m. Work Meeting

Discussion regarding the Cost of Service Study and the Power Pooling Agreement

5:00 p.m. Pre-Meeting

6:00 p.m. Call to Order

Minutes for March 5, 2026.

New Business

1. Public Hearing to take comments on a proposed ordinance confirming the environmental mitigation impact fee for the Washington County Habitat Conservation Plan.
2. To mitigate impacts to the Mojave Desert Tortoise habitat in compliance with the 1995 Habitat Conservation Plan, Hurricane City has been collecting a habitat conservation fee from building permit applicants and providing those funds to Washington County to help fund the administration of the Habitat Conservation Plan. The City's collection of the fee is required by the First Amended Interlocal Agreement Supporting the Renewed Mohave Desert Tortoise Incidental Take Permit Issued to Washington County, dated April 6, 2021. The proposed ordinance makes no changes to the City's current procedure. The purpose of the proposed ordinance is to clarify and confirm that the habitat conservation fee being collected is consistent with and authorized by the County's environmental mitigation impact fee. The adoption of this ordinance is recommended to remove any question regarding the legal basis for collecting the habitat conservation fee. – Dayton Hall
3. The Power Department hired Utility Financial Solutions in February 2025 to begin a Cost of Service Study and Rate Design for Hurricane City. It is industry best practice to complete one of these studies at least every 5 years and our last study was completed in 2015. It has been an extensive process, but we have made it through the study and the completed rate design was presented at Power Board on 3/11/26. The Power Board unanimously recommended approval of the 5-yr rate design that is detailed in Exhibit A that accompanies the resolution. A component of that rate design is the implementation of a Power Cost Adjustment (PCA) to take effect beginning with the 7/1/26 billing. This Power Cost Adjustment will be calculated using a 12-month rolling average on the cost of power only compared to power consumption revenue. The PCA is a separate line item on the utility bill (similar to the Excess Water Surcharge), however, this number can either be positive or negative. If the cost of power comes in below what we brought in as consumption revenue then the number is negative, if costs are higher the number is positive. By using a 12-month rolling average and recalculating that average each month it will keep the fluctuations to the residents at a minimum while

still protecting the financial health of the department in the case of volatile power markets which we saw most recently in 2022 & 2023. Jillian Jurczyk with Utility Financial Solutions will be attending City Council meeting virtually and presenting the results of the study as well as the rate design and will be available to help answer any questions at that time. – Crystal Wright

4. Hurricane City Code § 4-11-4 provides that the City Council shall, on or before April 1 of each year, adopt a proclamation governing the discharge of fireworks. The proclamation shall be issued in accordance with one of the four conditions outlined in the code, based upon the recommendation of the Fire District. Chief Decker's stated, "After reviewing current fuel conditions and considering our historical fire activity during the July discharge periods, I recommend the Council adopt Condition 3 for this year's fireworks proclamation. By early July, fine fuels throughout Hurricane are typically fully cured, and we frequently experience evening winds that increase the risk of fire spread from fireworks-related ignitions. Limiting discharge to designated park locations significantly reduces exposure to dry vegetation and residential interface areas while still allowing residents the opportunity to celebrate. The ball fields and parks provide irrigated turf, improved defensible space, and better apparatus access, which enhances both prevention and response capability. Based on our local fire environment and community risk profile, Condition 3 offers the most responsible balance between public safety and holiday celebration." Staff recommends approving the proposed proclamation with Condition 3 only allowing fireworks in the four listed locations. – Cindy Beteag
5. The proposed changes are intended to bring Hurricane City's code into compliance with state regulations. In addition, Chief Yates requested the inclusion of a provision that would allow the City's police department to enforce the chapter locally if a business violates its provisions or conducts underage sales and the State does not take enforcement action. This addition would ensure the City still has the ability to address violations and maintain compliance even when State enforcement is not pursued. – Cindy Beteag
6. Hurricane City, along with Washington City and Washington County has been working on Purgatory Road since 2007. In 2019 an Environmental Assessment was completed that solidified the 5-mile alignment. Hurricane City and Dixie MPO have applied for multiple grants to fund further work on this important connection and have been unsuccessful to date. The main issue that seems to be holding up further progress on the project is the lack of right-of-way. In the last several years we have been able to secure approval from the Council of Governments (COG) to use County corridor preservation funds to provide design that is adequate to acquire right-of-way necessary for construction. Additionally Hurricane City has secured funding from UDOT to go toward the project. Here is a summary of funding available to use on the project:

Hurricane City	\$ 374,125.67
COG Funds	\$ 300,000.00
<u>COG Funds</u>	<u>\$ 323,000.00</u>
Total:	\$ 997,125.67
Design Cost Proposal	\$955,100

We went through consultant selection two years ago and Civil Science was selected. However, because of constraints on the Federal Aid \$\$ that were available to us at the time we were unable to proceed. Since that time we have converted the Federal Aid to State Funds and have also added COG funds that make it possible to proceed.

The scope of the project is to provide 60% design along the entire corridor that remains unfinished, and 100% design to reconfigure the intersection at the DMV and issue a construction package for those improvements. This will accomplish two things:

- *The portion of Purgatory Road in Hurricane City's jurisdiction will be complete.
- *The remaining unfinished portion will be poised to secure right-of-way and pursue additional outside funding.

All of this design effort will be accomplished through the expenditure of outside funds. Civil Science has presented an acceptable scope and fee for the design effort. This has been reviewed and accepted by staff from all 3 jurisdictions. It is recommended that the design contract be approved. - Arthur LeBaron

7. Since the construction of the Sand Hollow Interchange on SR-7 in 2020 several heavy rainfall events have exposed issues in the drainage infrastructure associated with the interchange. When the City approached UDOT about some of these issues, including heavy erosion of sandy fill-slopes, UDOT responded that Hurricane City was required by statute to maintain these areas. Upon review of the State Code the City agreed that some of these items were under the jurisdiction of the City. However, I pressed UDOT and told them that if they (UDOT) had delivered properly designed and durable infrastructure we would have no issue taking over the maintenance. Staff at UDOT agreed with me and committed to provide funding to fix the issue if the City would take the lead to design and build the improvements. The City has completed the design, advertised the project for bids, and is now ready to move forward with construction. The City received 5 bids, ranging from \$221,213 to \$349,281.50. A bid tabulation is

attached. The total amount that UDOT has committed is \$300,000, so we have the funds necessary to cover the cost of the project. It is recommended that the City award the contract to ACAD in the amount of \$221,882.00. Hurricane City has successfully completed projects with ACAD in the past and they have the manpower and resources to do the work. – Arthur LeBaron

8. Appointing a Mayor Pro Tempore.
9. Discussion on Storm Court scheduling.
10. Discussion on proposed amendments to the sign ordinance.
11. The applicant is requesting a zone change from Mobile Home/RV (MH/RV) to Highway Commercial (HC) for a 0.23 acre lot within the Shadow Mountain Estates subdivision, near the corner of 500 N and State Street. The lot is adjacent to a larger parcel also owned by the applicant, and the applicant intends to develop both parcels as a single commercial project. The property was originally owned by the Utah Department of Transportation (UDOT). In 2025, the City facilitated the transfer of this parcel from UDOT to the applicant. In exchange, the applicant agreed to convert the existing 500 N/State Street intersection from a three-way intersection to a four-way intersection. As part of that agreement, the applicant is required to apply for this zone change. This project advances the City's objectives for improving the intersection of 500 N and State Street. A public hearing was held at the March 12, 2026, Planning Commission meeting and one public comment objecting to the requested zone change was received. The objection was from a neighboring property owner who voiced concerns relating to their property values being negatively impacted by a commercially zoned property in close proximity. The Planning Commission discussed the city's obligations under the agreement with the applicant to improve the 500 N/State Street intersection. The commissioners voted 6 to 2 to recommend that the City Council approve the requested zone change. Commissioner Iverson voted "nay" because he felt that he didn't have enough understanding about the agreement, and Commissioner Ballard voted "nay" as well, citing concerns about negative future impacts that a 4-way intersection would have on State Street. Staff recommends approval. – Gary Cupp
12. The applicant requests a zone change from Residential Agriculture RA-1 to Residential Agriculture RA-0.5 on a one-acre parcel located on the west side of 920 W and south of 900 S. The applicant has stated that their purpose is to facilitate the sale of the rear portion of the lot to the adjacent property owner. A public hearing was held at the March 12, 2026, Planning Commission meeting and no comments or objections to the requested zone change were received. The Planning Commission had no concerns or issues with the proposed zone change request and voted unanimously to recommend that the City Council approve the requested zone change. Staff recommends approval. - Gary Cupp

13. At the Power Board meeting on 3/11/26, the Power Board unanimously recommended approval to the City Council of the Resolution authorizing and approving the Amended and Restated Power Pooling Agreement. This agreement is necessary to be updated to comply with the changing power landscape under the new Extended Day Ahead Market (EDAM). Each UAMPS member had time to review the amendments with their attorneys and provide input to get to this final agreement. Dayton Hall has reviewed the agreement and doesn't see anything concerning to him. – Crystal Wright
14. Mayor, Council, and staff reports.
15. Closed meeting if necessary.

1 Minutes of the Hurricane City Council meeting held on March 5, 2026, in the Council Chambers
2 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, Assistant Public Works Director Weston Walker, Streets
8 Superintendent Hayden Roberts, City Planner Gary Cupp, Assistant Planner Fred Resch III,
9 Power Director Mike Johns, Recreation Director Tiffani Wright, City Engineer Arthur LeBaron,
10 Building Official Larry Palmer, HR Director Sel Lovell, Water Superintendent Kory Wright,
11 Finance Manager Paige Chapman, Parks Director Darren Barney, and City Recorder Cindy
12 Beteag.

13
14 **AGENDA**

15 **5:00 p.m. Pre-meeting** - Discussion of Agenda Items, Department Reports

16 Fred Resch III stated the Planning Commission approved a site plan for an office building next to
17 IHC. The Beautification Committee is doing the SR-9 cleanup on April 21st.

18 Gary Cupp announced that staff will conduct a sign enforcement campaign next week. Mayor
19 Fawcett added that he will include a mention of it in his weekly “In the Loop” announcement.
20 Councilman Ellerman asked about banners and waving signs. Mr. Cupp said staff is considering
21 banning fluttering signs. The Council should expect a discussion on sign regulations at the next
22 agenda.

23 Arthur LeBaron thanked the Council members who assisted with the consultant selection for
24 the Transportation Master Plan. He reported meeting with the Ballards and the Humphries
25 regarding the 100 South project and believes they have reached a good understanding on ways
26 the City can help them. He encouraged Council members to also speak with them. He noted
27 that on SR-9 at 1150 West and westbound 700 West, UDOT has painted cross-hatched lines to
28 prevent vehicles from pulling forward to turn right. He hopes the shoulder can eventually be
29 converted into a right-turn lane.

30 Hayden Roberts reported that crack sealing has finished. They are identifying some areas where
31 the asphalt needs to be torn out and redone.

32 Weston Walker reported that MS4 contractor training will be held on June 20th at St. George
33 City Hall. He also noted that the State was in town last week conducting inspections on
34 properties that abut the Virgin River. Additionally, construction plans have been approved for
35 Culver’s, Silverwood Phase 2, and a couple of industrial lots.

36 Mike Vercimak stated they have had five to six projects request punch lists and they have held
37 multiple preconstruction meetings.

38

39 Mike Johns stated that contractors are still installing distribution lines on Old Highway 91. He
40 noted that the contractor will also be working at the Sky Mountain substation for some time
41 and that he will provide the Council with the project timeline. He also introduced Alex
42 Farnsworth as the new electrical engineer for their department.

43 Kory Wright reported that crews are pouring the floor at the Sky Ranch tank. The Dixie Springs
44 well is nearly complete, with only the electrical work remaining. Work at the Sky Ranch and
45 Goulds Wash wells has paused until some change orders are completed. He also noted that
46 walls for the irrigation ponds are being poured two to three times per week, with about thirty
47 of the eighty sections finished so far. Funding for the second phase of the water project has
48 been approved, and he expects to receive it soon. The bids received a year ago are still holding,
49 so no change orders are needed. Additionally, the department plans to replace over 1,000
50 meters with 4G meters over the next few months, with the goal of upgrading the entire city
51 within two years.

52 Paige Chapman stated the budget work meeting is scheduled for March 30th @ the Hurricane
53 City Storm Courts. She has sent out a calendar invitation to the Council.

54 Sel Lovell announced they hired Matthew Kuhlman for the golf maintenance part time position,
55 but the court clerk, parks maintenance, and a few recreation assistant positions are still open.
56 URS is doing a new roll out on their system tomorrow.

57 Larry Palmer reported that since the last meeting, thirty-one single-family home permits and
58 two commercial permits have been submitted. He also reviewed the 2025 year-end report,
59 noting permit activity for 345 single-family homes, 125 townhome units, 54 condo units, 31
60 commercial buildings, 16 apartment units, and 36 accessory dwelling units.

61 Chief Yates announced that the missing person from last week has been located and is safe. He
62 reported a retail theft where a suspect stole a concrete saw and fled out the back door. Using
63 license plate readers, officers identified the vehicle's make and model. The suspect is from out
64 of state, and a warrant has been issued for their arrest. He noted that these readers are proving
65 crucial for arrests statewide. He also reported an overdose death at a local motel, likely
66 involving fentanyl. The drug task force is working to track down the dealers. Officers responded
67 to a disorderly female at the Community Center who displayed a knife; she was taken into
68 custody, and it was determined she needed mental health assistance, which she received.
69 Additionally, a warrant was obtained for a fraud suspect who stole over \$70,000 from an
70 elderly citizen, with efforts underway to bring them in. Officers will assist with traffic and other
71 needs at Matt's Off Recovery Games. On city services, over 1,300 dog licenses have been
72 purchased, with more still needed. Alcohol compliance checks were completed with no sales.
73 He praised three stores that proactively reported the attempts.

74 Darren Barney stated the pickleball courts are progressing on schedule. Crews have completed
75 storm drain repairs at Three Falls Park, coming in under budget, which allowed them to also fix
76 the surrounding sidewalks. They are currently working on new roofs for the restroom at
77 Pioneer Park, a museum display building, and a restroom at the ball fields. Councilman Prete

78 asked about recent vandalism. Mr. Barney noted it occurs almost daily and suggested offering a
79 reward for citizens who report the perpetrators. Chief Yates added that security cameras have
80 been very effective and recommended investing in full-time, visible cameras.

81 Kaden DeMille mentioned he is experiencing technical difficulties setting up tonight's online
82 meeting but is working to resolve them. He reported that the pool bond bidding resulted in a
83 3.5% interest rate, which was well-timed as rates have already risen. The bond closing is
84 scheduled for next week.

85 Mayor Fawcett explained that Dayton Hall reviewed the code to compare the various City
86 boards and created a spreadsheet showing the differences. He will share it with the Council for
87 review and comments, aiming to make the boards consistent. He also met with staff to discuss
88 the vacation rental process. Some changes will be coming to the Council, including possibly
89 issuing a fine or similar penalty instead of revoking a license. Additionally, he met with the
90 Spilsburys regarding Neighborhood Six. They are exploring options to get the development
91 started and are seeking full preliminary plat approval. Details are being finalized and will be
92 brought back to the Council.

93 Dave Imlay stated the City had the ribbon cutting for the Storm Courts today. It was very
94 successful and will be a great asset to the city.

95 Lynn Excell mentioned he met with Planning Director Gary Cupp and feels he has a strong
96 handle on operations, including code enforcement. Mayor Fawcett added that he would like to
97 review the nuisance code with the Council.

98 **6:00 p.m. - Call to Order –**

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

100 Prayer: Pastor Kevin Brownlee

101 Pledge: Kaden DeMille

102 Declaration of any conflicts of interest

103 None declared.

104 Minutes of the Regular City Council Meeting for February 19, 2026

105 Dave Imlay motioned to approve the February 19, 2026, minutes as written. Seconded by Lynn
106 Excell. Motion carried unanimously.

107 Swearing in of Officer Ethan Rowell

108 Chief Yates introduced Officer Ethan Rowell, who began in October and just graduated from the
109 POST Academy last week. Raised in Fillmore, he has served in the National Guard since 2023.
110 Officer Rowell was then sworn in by City Recorder Cindy Beteag.

111

112 Introduction of the 2026 Hurricane City Royalty and presentation of the 2025 scholarships -
113 Dena Humphries

114 Dena Humphries thanked her assistant, Kylie Stokes, for her support. She then introduced Lizzy
115 Scholzen as Miss Hurricane, Ann Metcalf as 1st Attendant, Ava Stewart as 2nd Attendant, and
116 Elody Heaton as Miss Congeniality, noting that the pageant is also a scholarship program. The
117 new royalty will serve the City for the coming year.

118 She also recognized the previous year's royalty, thanking them for their service and introducing
119 them as they received their scholarships. Mayor Fawcett presented a check and expressed his
120 appreciation for their contributions.

121 Presentation and update on the SR-9 Zion Canyon Technology project

122 John Kissinger, the lead designer, introduced himself and Nancy Cozzens and Ava Pecora. He
123 explained this is an important communications project that extends fiber through Zion National
124 Park. He showed a map of the project area. The design is now complete. Ms. Cozzens showed a
125 video of the proposed project where they will install over 50 feet of fiber optic lines. She passed
126 out information on how to contact them. She explained they will start construction this spring
127 and they will send updates weekly. Mr. Kissinger continued by stating the advertisement for the
128 project will be released next week and it must be completed by December 2026.

129 **Public Forum – Comments From Public**

130 No comments.

131 **NEW BUSINESS**

132 1. Consideration and possible approval of Resolution 2026-15 Approving an increase in
133 Water Rates - Kory Wright

134 Kory Wright explained that the Water District will raise the water rate by 11 cents per thousand
135 gallons on July 1st for both potable and secondary water. Staff presented a corresponding 11
136 cent increase in the City's rates to the Water Board, which recommended the increase but
137 declined to recommend the automatic 2% annual increase, noting a need to review numbers to
138 see if a larger increase is necessary. This increase will apply citywide, not just in District-served
139 areas. Councilwoman Werrett noted that rates have increased about 2% annually over the past
140 five years, totaling roughly 10%, and said the Water Board wanted more information on why
141 yearly increases are needed. Mayor Fawcett highlighted concerns about aging infrastructure in
142 the Dixie Springs area, stating that a 2% increase wouldn't cover the replacement costs. Mr.
143 Wright said the numbers are nearly ready and he hopes to present them at the Water Board's
144 next meeting. He noted that over \$110,000 was spent on repairs in that area last year, with
145 some damages recurring, and that transmission lines are the biggest concern. Councilman
146 Ellerman preferred smaller annual increases rather than a large lump sum. Mayor Fawcett
147 added that while past increases have helped stay ahead, they aren't enough for the needed
148 improvements, so a thorough review is necessary. Councilman Imlay pointed out that if the City
149 does not approve the increase, the Water Department would have to cover the District's rate
150 increase.

151 Dave Imlay motioned to approve Resolution 2026-15 Approving an increase in Water Rates.
152 Seconded by Amy Werrett. It was clarified that the increase would not include a 2% annual
153 increase. Motion carried unanimously by a roll call vote.

154 **2. Consideration and possible approval of awarding the consultant selection for the**
155 **Transportation Master Plan Update - Arthur LeBaron**

156 Arthur LeBaron explained that the Transportation Master Plan update is due, noting it hasn't
157 been fully updated since 2019, aside from a 2021 effort to integrate the Active Transportation
158 Plan. The update was advertised after securing a grant from Dixie MPO, and he has applied for
159 another grant, which is still pending. He said the City received strong proposals, making
160 selection difficult. Avenue Consultants scored the highest, evaluated by seven staff and Council
161 members, and are the recommended firm. The update will evaluate crossroad sections, update
162 the traffic model, review signal placement, and include a major focus on pavement
163 management. The project is expected to take about a year. Councilman Imlay asked about
164 funding and pricing. Mr. LeBaron explained that City procurement code requires professional
165 services to be selected based on qualifications first, with pricing negotiated afterward. The City
166 has \$100,000 budgeted, a \$30,000 grant, and he has requested an additional \$100,000 from
167 UDOT, which should cover the project. He is also requesting another \$100,000 in next year's
168 budget as a backup in case the grant is not awarded.

169 Lynn Excell motioned to award the consultant selection to Avenue Consultants for the
170 Transportation Master Plan Update. Seconded by Drew Ellerman. Motion carried unanimously
171 by a roll call vote.

172 **3. Mayor, Council, and staff reports**

173 None

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

175 Drew Ellerman motioned to go into a closed session at 6:57 p.m. to discuss pending litigation,
176 purchase of real property, and a proposed development agreement. Seconded by Joseph Prete.
177 Motion carried unanimously.

178
179 **Adjournment:** Joseph Prete motioned to go out of a closed session and adjourn at 8:00 p.m.
180 Seconded by Drew Ellerman. Motion carried unanimously.



AGENDA ITEM SUMMARY

TO: Hurricane City Council
FROM: Dayton Hall, City Attorney
DATE: March 4, 2026
RE: Consideration and possible approval of an ordinance confirming the Environmental Mitigation Impact Fee for the Washington County Habitat Conservation Plan

To mitigate impacts to the Mojave Desert Tortoise habitat in compliance with the 1995 Habitat Conservation Plan, Hurricane City has been collecting a habitat conservation fee from building permit applicants and providing those funds to Washington County to help fund the administration of the Habitat Conservation Plan. The City's collection of the fee is required by the First Amended Interlocal Agreement Supporting the Renewed Mohave Desert Tortoise Incidental Take Permit Issued to Washington County, dated April 6, 2021.

The proposed ordinance makes no changes to the City's current procedure. The purpose of the proposed ordinance is to clarify and confirm that the habitat conservation fee being collected is consistent with and authorized by the County's environmental mitigation impact fee.

The adoption of this ordinance is recommended to remove any question regarding the legal basis for collecting the habitat conservation fee.

**AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH CONFIRMING
AND ADOPTING THE ENVIRONMENTAL MITIGATION IMPACT FEE FOR THE
WASHINGTON COUNTY HABITAT CONSERVATION PLAN**

1 FINDINGS:

Hurricane City makes the following findings:

- A. Much of Washington County and all of Hurricane City is critical habitat for the Mojave Desert Tortoise, which is listed as a threatened species under the Endangered Species Act of 1973.
- B. To mitigate impacts to the Mojave Desert Tortoise habitat, the Habitat Conservation Plan was established in 1995 and later restated and amended in 2020.
- C. The Habitat Conservation Plan is required by the United States Fish and Wildlife Service for Washington County's Incidental Take Permit No. TE036719.
- D. The required Habitat Conservation Plan and the Incidental Take Permit resolves conflicts with the Endangered Species Act of 1973 and permit growth, development, and other covered activities to occur in the Mojave Desert Tortoise habitat of Hurricane City.
- E. The Habitat Conservation Plan established the Red Cliff's Desert Reserve, a large area of land approximately 77,000 acres in size, which is the primary conservation measure to offset the impacts allowed under the Incidental Take Permit.
- F. An environmental mitigation impact fee is necessary to finance the Washington County Habitat Conservation Plan, including the management and monitoring of actions and activities within the Red Cliffs Desert Reserve.
- G. The environmental mitigation impact fee imposed herein bears a reasonable relationship to the administration and finance of the required Habitat Conservation Plan

2 ESTABLISHED:

There is established an environmental mitigation impact fee under the authority of Utah Code Ann. § 11-36a-205 (as amended). The environmental mitigation impact fee shall be 0.2 percent of the total construction value of new building permits, payable with the issuance of building permits on all new residential, commercial, and industrial construction within Hurricane City. This environmental mitigation impact fee shall not apply to building permits for remodeling, add-ons of existing structures, or outbuildings.

3 PURPOSE:

The environmental mitigation impact fees assessed herein are required to finance the administration of the Habitat Conservation Plan.

4 ACCOUNTING; USE OF FUNDS:

The Hurricane City Finance Manager is hereby directed to collect the environmental mitigation impact fee funds in a separate account designated the "endangered species conservation account" and to disburse the funds collected therein on a quarterly basis to Washington County for the administration of the Habitat Conservation Plan.

5 SUNSET DATES:

- A. Pursuant to Utah Code Ann. §11-36a-205 (as amended) the environmental mitigation impact fee assessed herein shall sunset every five years, beginning in 2030. The Hurricane City Council shall review the environmental mitigation impact fee assessed herein in January of every fifth year, starting in 2030. The review is to determine whether or not the environmental mitigation impact fee is still required to finance the Habitat Conservation Plan, and if the Hurricane City Council determines the environmental mitigation impact fee is still required to finance the Habitat Conservation Plan, it shall reauthorize the impact fee.
- B. When making the environmental mitigation impact fee determination as required herein, the Hurricane City Council may rely on studies and reports provided by and produced for Washington County.

6 INTERLOCAL AGREEMENT:

This article shall be subject to an interlocal agreement between Hurricane City and Washington County, a copy of which is on file in the Recorder's Office of Hurricane City and is incorporated herein by reference.

BE IT FURTHER ORDAINED that Section 10-39-17(C) shall be deleted consistent with this Ordinance.

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 March 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 March, 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



STAFF COMMENTS

Item: Consideration and possible approval of Resolution 2026-17 Authorizing and Approving a 5-year Rate Design based on the results of the Cost of Service Study.

Discussion: The Power Department hired Utility Financial Solutions in February 2025 to begin a Cost of Service Study and Rate Design for Hurricane City. It is industry best practice to complete one of these studies at least every 5 years and our last study was completed in 2015. It has been an extensive process, but we have made it through the study and the completed rate design was presented at Power Board on 3/11/26. The Power Board unanimously recommended approval of the 5-yr rate design that is detailed in Exhibit A that accompanies the resolution. A component of that rate design is the implementation of a Power Cost Adjustment (PCA) to take effect beginning with the 7/1/26 billing. This Power Cost Adjustment will be calculated using a 12-month rolling average on the cost of power only compared to power consumption revenue. The PCA is a separate line item on the utility bill (similar to the Excess Water Surcharge), however, this number can either be positive or negative. If the cost of power comes in below what we brought in as consumption revenue then the number is negative, if costs are higher the number is positive. By using a 12-month rolling average and recalculating that average each month it will keep the fluctuations to the residents at a minimum while still protecting the financial health of the department in the case of volatile power markets which we saw most recently in 2022 & 2023. Jillian Jurczyk with Utility Financial Solutions will be attending City Council meeting virtually and presenting the results of the study as well as the rate design and will be available to help answer any questions at that time. – Crystal Wright

Findings:

Recommendation:

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, ESTABLISHING AN UPDATED RATE SCHEDULE FOR POWER USERS IN THE HURRICANE CITY POWER SERVICE AREA

WHEREAS, the Hurricane City Code provides that all rates for electricity shall be recommended by the Hurricane City Power Board and established by resolution of the Hurricane City Council; and

WHEREAS, the Hurricane City Code further provides that different rate schedules may be applied to different classes of customers as determined by the Hurricane City Power Board; and

WHEREAS, the Hurricane City Power Board has commissioned a rate design study and reviewed the recommendations therein; and

WHEREAS, the Power Board has determined the recommended rates are fair and reasonable to ensure rates are sufficient to pay costs;

BE IT HEREBY RESOLVED by the City Council of Hurricane, Utah, that the Power rates shown on Exhibit "A", a copy of which is attached hereto and by this reference incorporated herein as if fully set forth, are hereby established and shall become effective for all customers on the July 1, 2026, bills for power.

BE IT HEREBY FURTHER RESOLVED by the City Council of Hurricane, Utah, that the Power rates shown on Exhibit "A" shall be subject to the Power Cost Adjustment Rider (PCA) attached hereto as Exhibit "B".

PASSED AND APPROVED this 19th day of March, 2026.

Hurricane City

Clark Fawcett, Mayor

Attest:

Cindy Beteag, Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 19th day of March, 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

Exhibit "A" Amendments

				Current Rates	Rate Effective 7/1/26 (May- June usage)	Rate Effective 7/1/27 (May- June usage)	Rate Effective 7/1/28 (May- June usage)	Rate Effective 7/1/29 (May- June usage)	Rate Effective 7/1/30 (May- June usage)
Residential									
Base Charge (Rate 101, 107)				\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.00	\$ 22.50
Plus Usage									
	1-800	KWh	\$ 0.08946	\$ 0.08897	\$ 0.08848	\$ 0.08799	\$ 0.08750	\$ 0.08701	\$ 0.08701
	801-2000	KWh	\$ 0.10222	\$ 0.10166	\$ 0.10110	\$ 0.10054	\$ 0.09998	\$ 0.09942	\$ 0.09942
	2001+	KWh	\$ 0.11485	\$ 0.11422	\$ 0.11359	\$ 0.11296	\$ 0.11233	\$ 0.11170	\$ 0.11170
ANALOG METER-Residential									
Base Charge (Rate 121)				\$ 63.50	\$ 64.00	\$ 64.50	\$ 65.00	\$ 65.50	\$ 66.00
Plus Usage									
	1-800	KWh	\$ 0.08946	\$ 0.08897	\$ 0.08848	\$ 0.08799	\$ 0.08750	\$ 0.08701	\$ 0.08701
	801-2000	KWh	\$ 0.10222	\$ 0.10166	\$ 0.10110	\$ 0.10054	\$ 0.09998	\$ 0.09942	\$ 0.09942
	2001+	KWh	\$ 0.11485	\$ 0.11422	\$ 0.11359	\$ 0.11296	\$ 0.11233	\$ 0.11170	\$ 0.11170
Electric-Agricultural 1P									
Base Charge - Single Phase (Rate 108)				\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00
Plus All KWh				\$ 0.09380	\$ 0.09420	\$ 0.09460	\$ 0.09500	\$ 0.09541	\$ 0.09582
Electric-Agricultural 3P									
Base Charge - Three Phase (Rate 111)				\$ 24.50	\$ 25.50	\$ 26.50	\$ 27.50	\$ 28.50	\$ 29.50
Plus All KWh				\$ 0.10761	\$ 0.10761	\$ 0.10761	\$ 0.10761	\$ 0.10761	\$ 0.10761
Small Commercial 1P									
Base Charge - Single Phase (Rate 105)				\$ 19.00	\$ 22.00	\$ 25.00	\$ 28.00	\$ 31.00	\$ 34.00
Plus Usage									
	1-800	KWh	\$ 0.10302	\$ 0.10508	\$ 0.10505	\$ 0.10383	\$ 0.10261	\$ 0.10138	\$ 0.10138
	801+	KWh	\$ 0.10880	\$ 0.10662	\$ 0.10505	\$ 0.10383	\$ 0.10261	\$ 0.10138	\$ 0.10138
Plus Demand Charge over 50KWh				\$ 8.50	\$ 8.50	\$ 8.50	\$ 8.50	\$ 8.50	\$ 8.50
Small Commercial 3P									
Base Charge - Three Phase (Rate 106, 112, 113)				\$ 24.50	\$ 27.50	\$ 30.50	\$ 33.50	\$ 36.50	\$ 39.50
Plus Usage									
	1-800	KWh	\$ 0.10302	\$ 0.10508	\$ 0.10505	\$ 0.10383	\$ 0.10261	\$ 0.10138	\$ 0.10138
	801+	KWh	\$ 0.10880	\$ 0.10662	\$ 0.10505	\$ 0.10383	\$ 0.10261	\$ 0.10138	\$ 0.10138
Plus Demand Charge over 50KWh				\$ 8.50	\$ 8.50	\$ 8.50	\$ 8.50	\$ 8.50	\$ 8.50
Alternative Large Commercial Rate - Interruptible 3P									
Base Charge - Three Phase (Rate 110)				\$ 320.00	\$ 340.00	\$ 360.00	\$ 380.00	\$ 400.00	\$ 420.00
Plus Usage									
	All KWh		\$ 0.06658	\$ 0.06558	\$ 0.06458	\$ 0.06358	\$ 0.06258	\$ 0.06158	\$ 0.06158
Plus Demand Charge				\$ 4.55	\$ 4.68	\$ 4.80	\$ 4.93	\$ 5.05	\$ 5.18
Large Commercial 3P									
Base Charge - Three Phase (Rate 104)				\$ 320.00	\$ 340.00	\$ 360.00	\$ 380.00	\$ 400.00	\$ 420.00
Plus Usage									
	All KWh		\$ 0.06658	\$ 0.06558	\$ 0.06458	\$ 0.06358	\$ 0.06258	\$ 0.06158	\$ 0.06158
Plus Demand Charge				\$ 9.10	\$ 9.35	\$ 9.60	\$ 9.85	\$ 10.10	\$ 10.35
Old Commercial Rate									
Base Charge (Rate 199)				\$ 18.50					
Plus Usage									
	1-800	KWh	\$ 0.09209						
	801-1500	KWh	\$ 0.10525						
	1501-26500	KWh	\$ 0.10170						
	26501+	KWh	\$ 0.09183						
Plus Demand Charge over 50KWh				\$ 7.60					
CITY-1P									
Base Charge - Single Phase (Rate 102)				\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00
Plus Usage									
	1-800	KWh	\$ 0.10064	\$ 0.10050	\$ 0.10036	\$ 0.10023	\$ 0.10009	\$ 0.09995	\$ 0.09995
	801+	KWh	\$ 0.11051	\$ 0.11036	\$ 0.11021	\$ 0.11006	\$ 0.10990	\$ 0.10975	\$ 0.10975
CITY-3P									
Base Charge - Three Phase (Rate 103)				\$ 24.50	\$ 25.50	\$ 26.50	\$ 27.50	\$ 28.50	\$ 29.50
Plus Usage									
	1-800	KWh	\$ 0.10064	\$ 0.10050	\$ 0.10036	\$ 0.10023	\$ 0.10009	\$ 0.09995	\$ 0.09995
	801+	KWh	\$ 0.11051	\$ 0.11036	\$ 0.11021	\$ 0.11006	\$ 0.10990	\$ 0.10975	\$ 0.10975
Electric Production-Solar refund (Rate 177)				\$ (0.04)	\$ (0.04)	\$ (0.04)	\$ (0.04)	\$ (0.04)	\$ (0.04)
OLD Residential Solar									
Base Charge (Rate 115)				\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.00	\$ 22.50
Plus Usage									
	1-800	KWh	\$ 0.08946	\$ 0.08897	\$ 0.08848	\$ 0.08799	\$ 0.08750	\$ 0.08701	\$ 0.08701
	801-2000	KWh	\$ 0.10222	\$ 0.10166	\$ 0.10110	\$ 0.10054	\$ 0.09998	\$ 0.09942	\$ 0.09942
	2001+	KWh	\$ 0.11485	\$ 0.11422	\$ 0.11359	\$ 0.11296	\$ 0.11233	\$ 0.11170	\$ 0.11170

1P System Solar																
Base Charge (Rate 116)					\$	30.00	\$	30.50	\$	31.00	\$	31.50	\$	32.00	\$	32.50
Plus Usage																
	1-800	KWh	\$	0.08946	\$	0.08897	\$	0.08848	\$	0.08799	\$	0.08750	\$	0.08701	\$	0.08701
	801-2000	KWh	\$	0.10222	\$	0.10166	\$	0.10110	\$	0.10054	\$	0.09998	\$	0.09942	\$	0.09942
	2001+	KWh	\$	0.11485	\$	0.11422	\$	0.11359	\$	0.11296	\$	0.11233	\$	0.11170	\$	0.11170
			\$	-												
3P Basic System Solar																
Base Charge - Three Phase (Rate 118)					\$	90.00	\$	91.00	\$	92.00	\$	93.00	\$	94.00	\$	95.00
Plus Usage																
	1-800	KWh	\$	0.10302	\$	0.10508	\$	0.10505	\$	0.10383	\$	0.10261	\$	0.10138	\$	0.10138
	801+	KWh	\$	0.10880	\$	0.10662	\$	0.10505	\$	0.10383	\$	0.10261	\$	0.10138	\$	0.10138
	Demand Charge over 50KWh		\$	8.50	\$	8.50	\$	8.50	\$	8.50	\$	8.50	\$	8.50	\$	8.50
Yard Lighting																
Base Charge (Rate 1191, 1193, 1194)					\$	8.48	\$	8.56	\$	8.65	\$	8.74	\$	8.82	\$	8.91
	100 Watt Residential		\$	8.48	\$	8.56	\$	8.65	\$	8.74	\$	8.82	\$	8.91	\$	8.91
	100 Watt Commercial		\$	8.48	\$	8.56	\$	8.65	\$	8.74	\$	8.82	\$	8.91	\$	8.91
	250 Watt Commercial		\$	14.25	\$	14.39	\$	14.54	\$	14.68	\$	14.83	\$	14.98	\$	14.98
PACIFICORP POWER (OLD UP&L/ROCKY MTN PWR)																
(Rate 109) This is a contracted rate and not subject to rate changes passed by resolution																
	All	KWh	\$	0.19487	\$	0.19487	\$	0.19487	\$	0.19487	\$	0.19487	\$	0.19487	\$	0.19487

***Beginning 7/1/26 a Power Cost Adjustment (PCA) will be implemented which will be a separate line item on the utility bill. This will be added to all kWh's usage and can be positive or negative. A PCA is based on the average annual wholesale power costs of the City using a 12-month rolling average and implemented monthly.**

**Hurricane City Power
526 W. 600 N
Hurricane, UT 84737
ELECTRIC SERVICE SCHEDULE
POWER COST ADJUSTMENT RIDER (PCA)**

POWER COST ADJUSTMENT RIDER (PCA)

Applicability:

The PCA will apply to all Electric Rate Schedules except non-metered and special contract rates.

Calculation:

The PCA will be calculated using the most recent (12) twelve month's actual power cost and applied to each customer's following monthly billed energy (kWh) or a two month lag from when the cost occurred to when billed. Should an under or over recovery sustain, Hurricane may perform a true up to the adjustment mechanism.

The PCA Adjustment shall be calculated according to the following formula:

$$PCA = P/S - B$$

P = Wholesale power supplier cost

Utility cost of power during previous (12) twelve-month period calculated using the most recent (12) twelve month's actual power cost plus periodic true up of accumulated positive or negative balance of recovered cost of power resulting from the application of the PCA. If an unusual occurrence happens resulting in abnormally high cost the Management/Governing body will determine whether that cost should be recovered over a longer period.

S = Number of kilowatt-hours sold

Sales are estimated by multiplying kilowatt-hours purchased by (1 – Losses), during the same time period as factor "P". The system's annual average loss factor is 7.6%.

B = This amount reflects the average cost of power per kilowatt-hour sold and recovered through base retail rates (\$0.08).

Electric Cost of Service

Draft Rate Design

March 2026



Corporate location:

Utility Financial Solutions, LLC

185 Sun Meadow Court

Holland, MI USA 49424

(616) 393-9722

Fax (888) 566-4430

Submitted Respectfully by:

Jill Jurczyk, Rates Manager

Utility Financial Solutions, LLC

jjurczyk@ufsweb.com

Hurricane City Power
Rate Design
Rate Design Summary

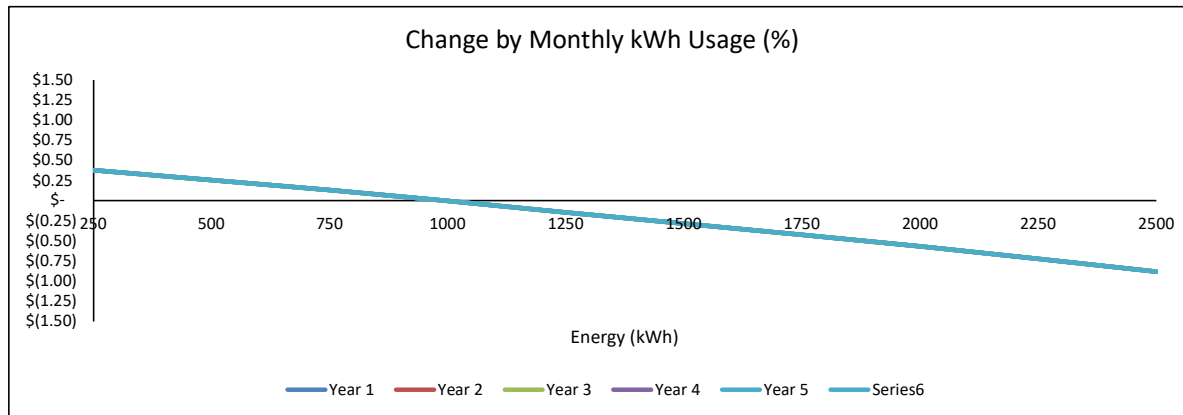
<i>Implementation</i>	7/1/2026		7/1/2027		7/1/2028		7/1/2029		7/1/2030	
	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
	Revenues Under	Revenues Under	Revenues Under	Revenues Under	Revenues Under	Revenues Under	Revenues Under	Revenues Under	Revenues Under	Revenues Under
	Proposed Rates	Proposed Rates	Proposed Rates	Proposed Rates	Proposed Rates	Proposed Rates	Proposed Rates	Proposed Rates	Proposed Rates	Proposed Rates
Customer Class	Current Rates	Year 1	Year 2	Year 3	Year 4	Year 5				
Residential (101, 107)	\$ 10,561,701	\$ 10,561,701	\$ 10,561,701	\$ 10,561,701	\$ 10,561,701	\$ 10,561,701	\$ 10,561,701	\$ 10,561,701	\$ 10,561,701	\$ 10,561,701
Agricultural - Single Phase (108)	14,775	14,849	14,924	14,998	15,073	15,148				
Agricultural - Three Phase (111)	369	381	393	405	417	429				
City - Single Phase (102)	68,715	69,088	69,461	69,834	70,208	70,581				
City - Three Phase (103)	466,606	466,233	465,860	465,487	465,113	464,740				
Old Residential Solar (115)	11,479	11,504	11,529	11,554	11,579	11,604				
System Solar - Single Phase (116)	272,910	272,961	273,012	273,063	273,114	273,165				
System Solar - Three Phase (118)	-	-	-	-	-	-				
Yard Lighting	4,327	4,371	4,414	4,459	4,503	4,548				
Alternative Large Commercial - Three Phase (110)	52,409	52,630	52,851	53,072	53,293	53,514				
Large Commercial - Three Phase (104)	3,624,822	3,624,447	3,624,071	3,623,694	3,623,317	3,622,939				
Small Commercial - Combined (105, 106, 112, 113)	3,726,539	3,726,539	3,726,539	3,726,539	3,726,539	3,726,539				
Totals	\$ 18,804,653	\$ 18,804,704	\$ 18,804,755	\$ 18,804,806	\$ 18,804,857	\$ 18,804,909				

Hurricane City Power
Rate Design
Rate Design Summary

<i>Implementation</i>	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
	Projected Percentage Change Year 1	Projected Percentage Change Year 2	Projected Percentage Change Year 3	Projected Percentage Change Year 4	Projected Percentage Change Year 5
Customer Class					
Residential (101, 107)	0.0%	0.0%	0.0%	0.0%	0.0%
Agricultural - Single Phase (108)	0.5%	0.5%	0.5%	0.5%	0.5%
Agricultural - Three Phase (111)	3.3%	3.2%	3.1%	3.0%	2.9%
City - Single Phase (102)	0.5%	0.5%	0.5%	0.5%	0.5%
City - Three Phase (103)	-0.1%	-0.1%	-0.1%	-0.1%	-0.1%
Old Residential Solar (115)	0.2%	0.2%	0.2%	0.2%	0.2%
System Solar - Single Phase (116)	0.0%	0.0%	0.0%	0.0%	0.0%
System Solar - Three Phase (118)	0.0%	0.0%	0.0%	0.0%	0.0%
Yard Lighting	1.0%	1.0%	1.0%	1.0%	1.0%
Alternative Large Commercial - Three Phase (110)	0.4%	0.4%	0.4%	0.4%	0.4%
Large Commercial - Three Phase (104)	0.0%	0.0%	0.0%	0.0%	0.0%
Small Commercial - Combined (105, 106, 112, 113)	0.0%	0.0%	0.0%	0.0%	0.0%
Totals	0.0%	0.0%	0.0%	0.0%	0.0%

Hurricane City Power
Electric Rate Design
Projected Residential (101, 107) Rates

Implementation		7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
Rates	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Facilities Charge:						
All Customers	\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.00	\$ 22.50
Analog Meter	\$ 63.50	\$ 64.00	\$ 64.50	\$ 65.00	\$ 65.50	\$ 66.00
Energy Charge:						
Block 1 (0 - 800 kWh)	\$ 0.08946	\$ 0.08897	\$ 0.08848	\$ 0.08799	\$ 0.08750	\$ 0.08701
Block 2 (801 - 2,000 kWh)	\$ 0.10222	\$ 0.10166	\$ 0.10110	\$ 0.10054	\$ 0.09998	\$ 0.09942
Block 3 (Excess)	\$ 0.11485	\$ 0.11422	\$ 0.11359	\$ 0.11296	\$ 0.11233	\$ 0.11170
Revenue from Rate	\$ 10,561,701	\$ 10,561,701	\$ 10,561,701	\$ 10,561,701	\$ 10,561,701	\$ 10,561,701
Change from Previous		0.0%	0.0%	0.0%	0.0%	0.0%
Average Usage	966					
Projected Average Bill	\$ 108.49	\$ 108.51	\$ 108.52	\$ 108.54	\$ 108.55	\$ 108.57
Average % Change		0.0%	0.0%	0.0%	0.0%	0.0%
Monthly Change	\$ 0.02	\$ 0.02	\$ 0.02	\$ 0.02	\$ 0.02	\$ 0.02
Projected Average Bill with PCA	\$ 108.49	\$ 110.74	\$ 113.11	\$ 115.57	\$ 118.10	\$ 120.71
Average % Change		2.1%	2.1%	2.2%	2.2%	2.2%
Monthly Change	\$ 2.25	\$ 2.37	\$ 2.46	\$ 2.53	\$ 2.61	\$ 2.61

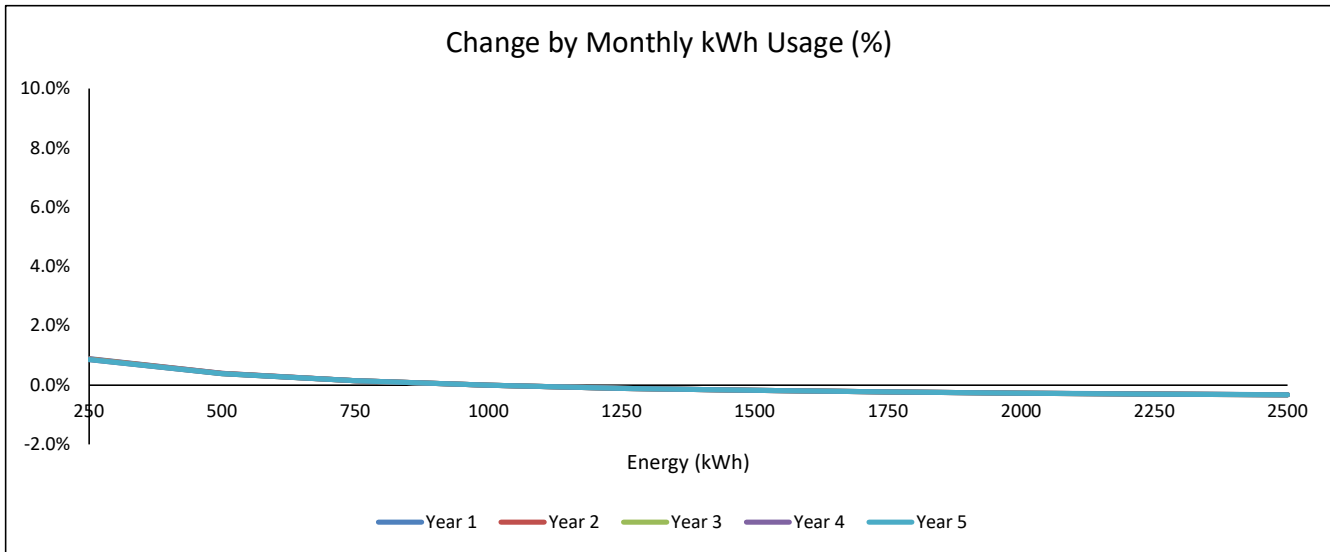


% Impact at Usage Levels	Year 1	Year 2	Year 3	Year 4	Year 5
250	0.9%	0.9%	0.9%	0.9%	0.9%
500	0.4%	0.4%	0.4%	0.4%	0.4%
750	0.2%	0.2%	0.2%	0.2%	0.2%
1000	0.0%	0.0%	0.0%	0.0%	0.0%
1250	-0.1%	-0.1%	-0.1%	-0.1%	-0.1%
1500	-0.2%	-0.2%	-0.2%	-0.2%	-0.2%
1750	-0.2%	-0.2%	-0.2%	-0.2%	-0.2%
2000	-0.3%	-0.3%	-0.3%	-0.3%	-0.3%
2250	-0.3%	-0.3%	-0.3%	-0.3%	-0.3%
2500	-0.3%	-0.3%	-0.3%	-0.3%	-0.3%

\$ Impact at Usage Levels	Year 1	Year 2	Year 3	Year 4	Year 5
250	\$ 0.38	\$ 0.38	\$ 0.38	\$ 0.38	\$ 0.38
500	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
750	\$ 0.13	\$ 0.13	\$ 0.13	\$ 0.13	\$ 0.13
1000	\$ (0.00)	\$ (0.00)	\$ (0.00)	\$ (0.00)	\$ (0.00)
1250	\$ (0.14)	\$ (0.14)	\$ (0.14)	\$ (0.14)	\$ (0.14)
1500	\$ (0.28)	\$ (0.28)	\$ (0.28)	\$ (0.28)	\$ (0.28)
1750	\$ (0.42)	\$ (0.42)	\$ (0.42)	\$ (0.42)	\$ (0.42)
2000	\$ (0.56)	\$ (0.56)	\$ (0.56)	\$ (0.56)	\$ (0.56)
2250	\$ (0.72)	\$ (0.72)	\$ (0.72)	\$ (0.72)	\$ (0.72)
2500	\$ (0.88)	\$ (0.88)	\$ (0.88)	\$ (0.88)	\$ (0.88)

Hurricane City Power
Electric Rate Design
Projected Old Residential Solar (115) Rates

Implementation		7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
Rates	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Facilities Charge:						
All Customers	\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.00	\$ 22.50
Energy Charge:						
Block 1 (0 - 800 kWh)	\$ 0.08946	\$ 0.08897	\$ 0.08848	\$ 0.08799	\$ 0.08750	\$ 0.08701
Block 2 (801 - 2,000 kWh)	\$ 0.10222	\$ 0.10166	\$ 0.10110	\$ 0.10054	\$ 0.09998	\$ 0.09942
Block 3 (Excess)	\$ 0.11485	\$ 0.11422	\$ 0.11359	\$ 0.11296	\$ 0.11233	\$ 0.11170
Revenue from Rate	\$ 11,479	\$ 11,504	\$ 11,529	\$ 11,554	\$ 11,579	\$ 11,604
Change from Previous		0.2%	0.2%	0.2%	0.2%	0.2%

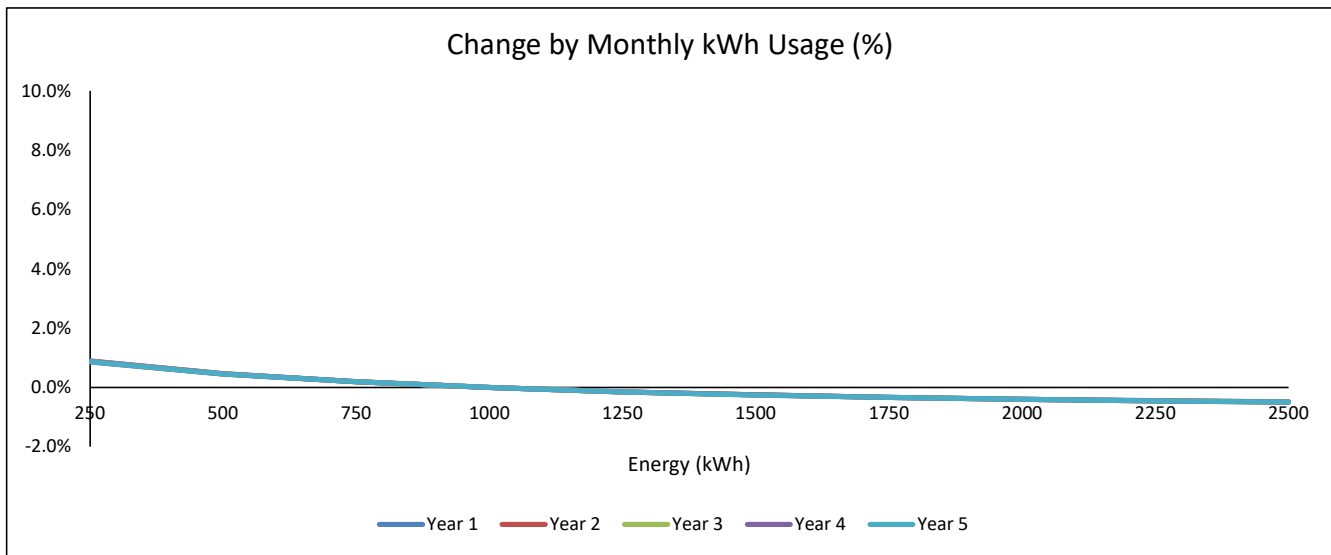


Hurricane City Power

Electric Rate Design

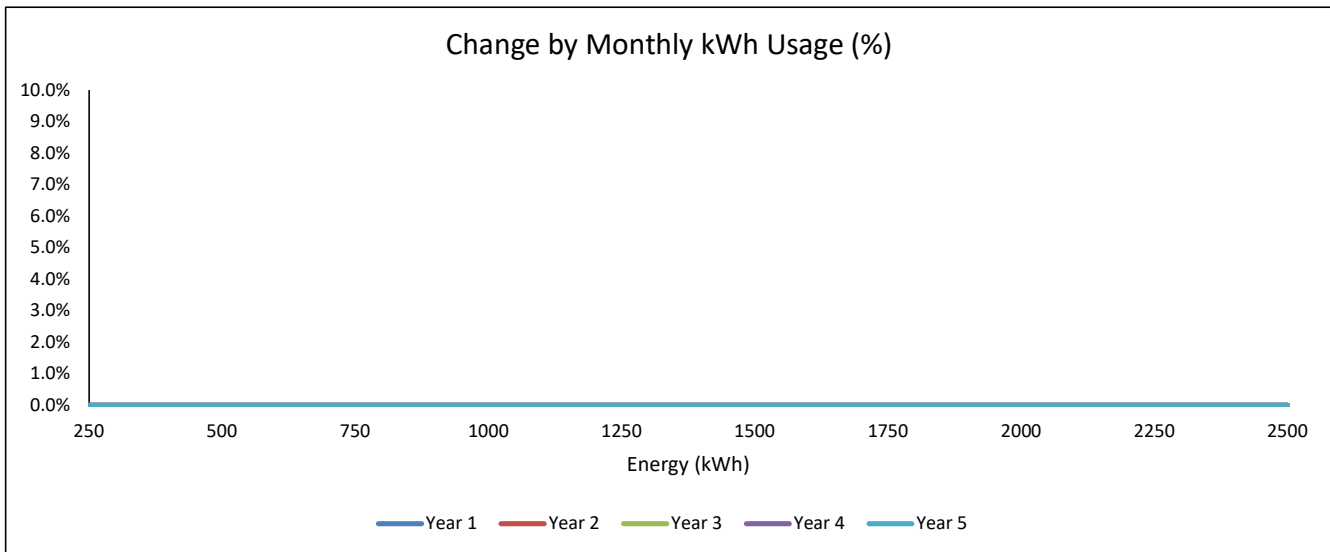
Projected System Solar - Single Phase (116) Rates

Implementation		7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
Rates	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Facilities Charge:						
All Customers	\$ 30.00	\$ 30.50	\$ 31.00	\$ 31.50	\$ 32.00	\$ 32.50
Energy Charge:						
Block 1 (0 - 800 kWh)	\$ 0.08946	\$ 0.08897	\$ 0.08848	\$ 0.08799	\$ 0.08750	\$ 0.08701
Block 2 (801 - 2,000 kWh)	\$ 0.10222	\$ 0.10166	\$ 0.10110	\$ 0.10054	\$ 0.09998	\$ 0.09942
Block 3 (Excess)	\$ 0.11485	\$ 0.11422	\$ 0.11359	\$ 0.11296	\$ 0.11233	\$ 0.11170
Electric Production - Solar Refund (177)						
All Energy	\$ (0.04000)	\$ (0.04000)	\$ (0.04000)	\$ (0.04000)	\$ (0.04000)	\$ (0.04000)
Revenue from Rate	\$ 272,910	\$ 272,961	\$ 273,012	\$ 273,063	\$ 273,114	\$ 273,165
Change from Previous		0.0%	0.0%	0.0%	0.0%	0.0%



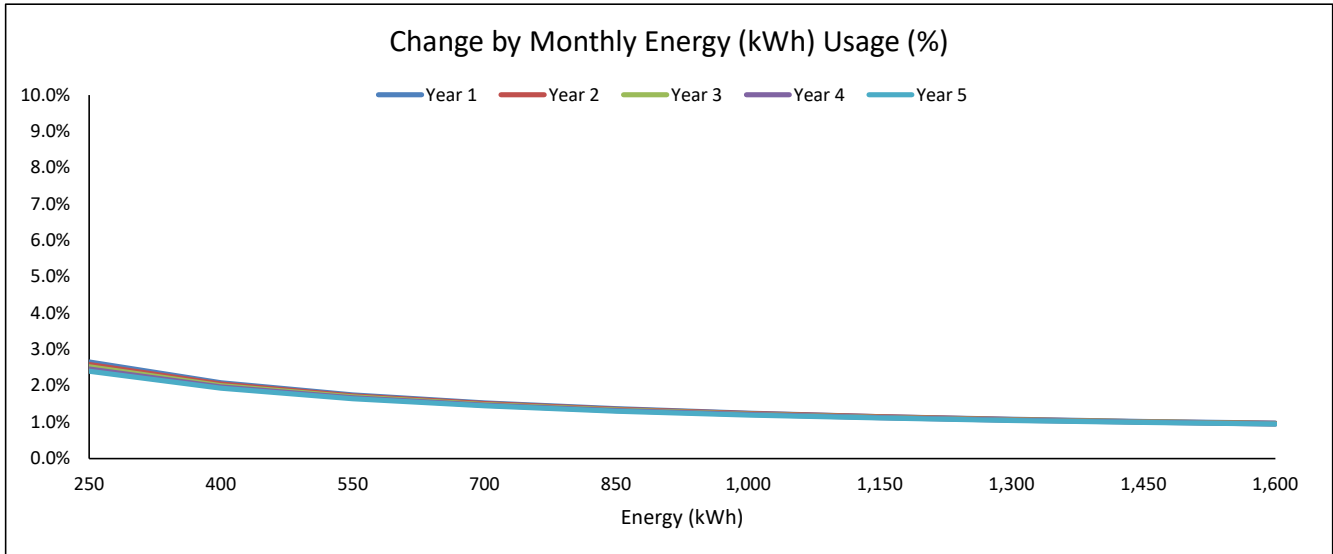
Hurricane City Power
Electric Rate Design
Projected System Solar - Three Phase (118) Rates

Implementation		7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
Rates	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Facilities Charge:						
All Customers	\$ 90.00	\$ 91.00	\$ 92.00	\$ 93.00	\$ 94.00	\$ 95.00
Energy Charge:						
Block 1 (0 - 800 kWh)	\$ 0.10302	\$ 0.10508	\$ 0.10505	\$ 0.10383	\$ 0.10261	\$ 0.10138
Block 2 (Excess)	\$ 0.10880	\$ 0.10662	\$ 0.10505	\$ 0.10383	\$ 0.10261	\$ 0.10138
Demand Charge:						
Block 1 (0 - 50 kW)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Block 2 (Excess)	\$ 8.50	\$ 8.50	\$ 8.50	\$ 8.50	\$ 8.50	\$ 8.50
Electric Production - Solar Refund (177)						
All Energy	\$ (0.04000)	\$ (0.04000)	\$ (0.04000)	\$ (0.04000)	\$ (0.04000)	\$ (0.04000)
Revenue from Rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Change from Previous		0.0%	0.0%	0.0%	0.0%	0.0%



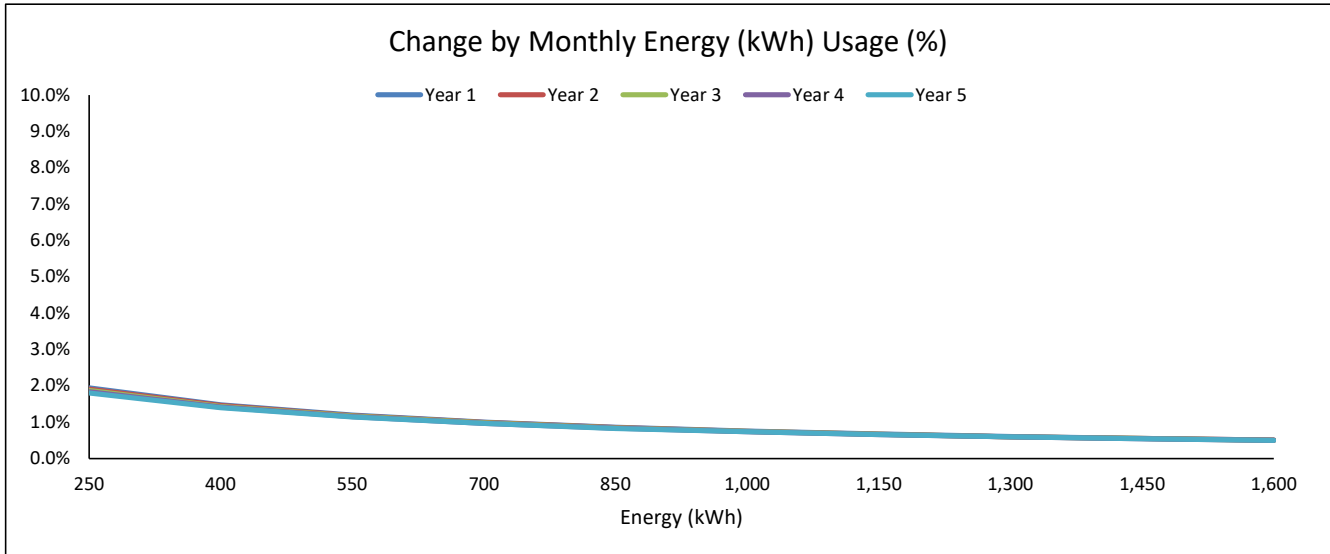
Hurricane City Power
Electric Rate Design
Projected Agricultural - Single Phase (108) Rates

Implementation		7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
Rates	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Facilities Charge:						
Monthly Charge	\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00
Energy Charge:						
All Energy	\$ 0.09380	\$ 0.09420	\$ 0.09460	\$ 0.09500	\$ 0.09541	\$ 0.09582
Revenue from Rate	\$ 14,775	\$ 14,849	\$ 14,924	\$ 14,998	\$ 15,073	\$ 15,148
Change from Previous		0.5%	0.5%	0.5%	0.5%	0.5%



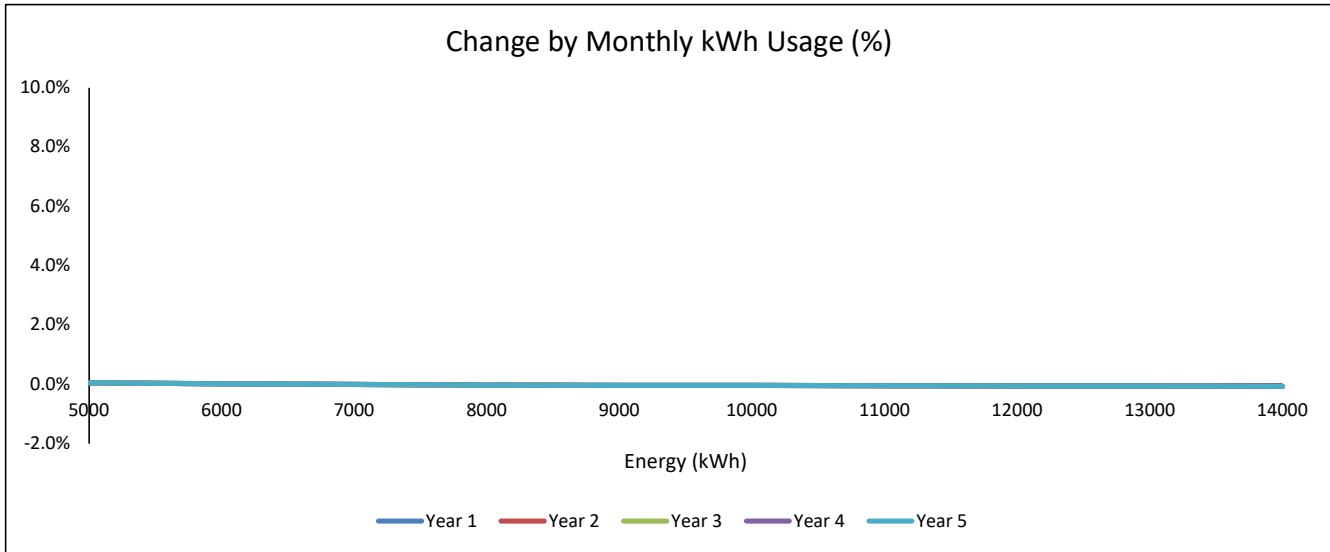
Hurricane City Power
Electric Rate Design
Projected Agricultural - Three Phase (111) Rates

Implementation		7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
Rates	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Facilities Charge:						
Monthly Charge	\$ 24.50	\$ 25.50	\$ 26.50	\$ 27.50	\$ 28.50	\$ 29.50
Energy Charge:						
All Energy	\$ 0.10761	\$ 0.10761	\$ 0.10761	\$ 0.10761	\$ 0.10761	\$ 0.10761
Revenue from Rate	\$ 369	\$ 381	\$ 393	\$ 405	\$ 417	\$ 429
Change from Previous		3.3%	3.2%	3.1%	3.0%	2.9%



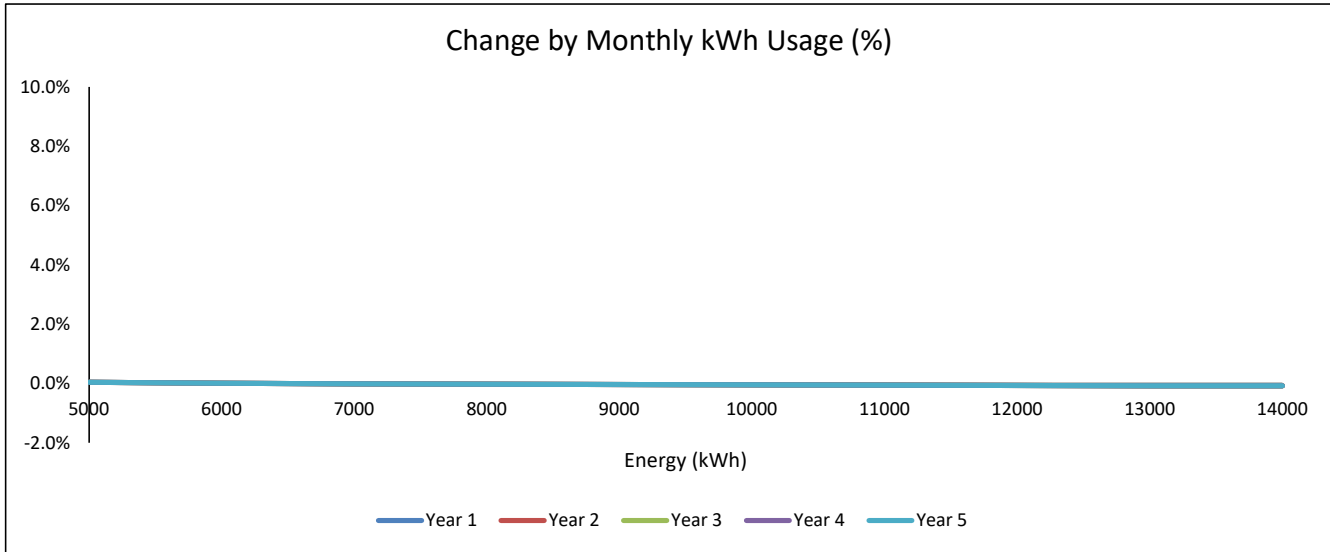
Hurricane City Power
Electric Rate Design
Projected City - Single Phase (102) Rates

Implementation		7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
Rates	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Facilities Charge:						
All Customers	\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00
Energy Charge:						
Block 1 (0 - 800 kWh)	\$ 0.10064	\$ 0.10050	\$ 0.10036	\$ 0.10023	\$ 0.10009	\$ 0.09995
Block 2 (Excess)	\$ 0.11051	\$ 0.11036	\$ 0.11021	\$ 0.11006	\$ 0.10990	\$ 0.10975
Revenue from Rate	\$ 68,715	\$ 69,088	\$ 69,461	\$ 69,834	\$ 70,208	\$ 70,581
Change from Previous		0.5%	0.5%	0.5%	0.5%	0.5%



Hurricane City Power
Electric Rate Design
Projected City - Three Phase (103) Rates

Implementation		7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
Rates	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Facilities Charge:						
All Customers	\$ 24.50	\$ 25.50	\$ 26.50	\$ 27.50	\$ 28.50	\$ 29.50
Energy Charge:						
Block 1 (0 - 800 kWh)	\$ 0.10064	\$ 0.10050	\$ 0.10036	\$ 0.10023	\$ 0.10009	\$ 0.09995
Block 2 (Excess)	\$ 0.11051	\$ 0.11036	\$ 0.11021	\$ 0.11006	\$ 0.10990	\$ 0.10975
Revenue from Rate	\$ 466,606	\$ 466,233	\$ 465,860	\$ 465,487	\$ 465,113	\$ 464,740
Change from Previous		-0.1%	-0.1%	-0.1%	-0.1%	-0.1%



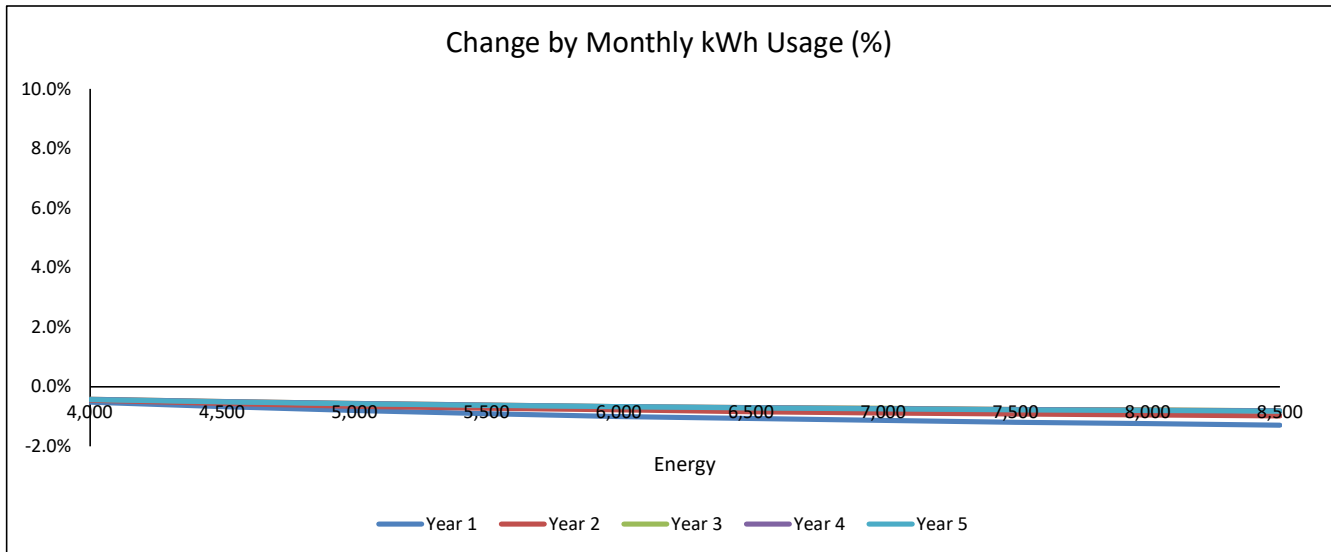
Hurricane City Power
Electric Rate Design
Projected Yard Lighting Rates

<i>Implementation</i>		7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
Rates	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Facilities Charge:						
100 W Res	\$ 8.48	\$ 8.56	\$ 8.65	\$ 8.74	\$ 8.82	\$ 8.91
100 W Comm	\$ 8.48	\$ 8.56	\$ 8.65	\$ 8.74	\$ 8.82	\$ 8.91
250 W Comm	\$ 14.25	\$ 14.39	\$ 14.54	\$ 14.68	\$ 14.83	\$ 14.98
Revenue from Rate	\$ 4,327	\$ 4,371	\$ 4,414	\$ 4,459	\$ 4,503	\$ 4,548
Change from Previous		1.0%	1.0%	1.0%	1.0%	1.0%

Hurricane City Power
Electric Rate Design

Projected Small Commercial - (105, 106, 112, 113) Rates

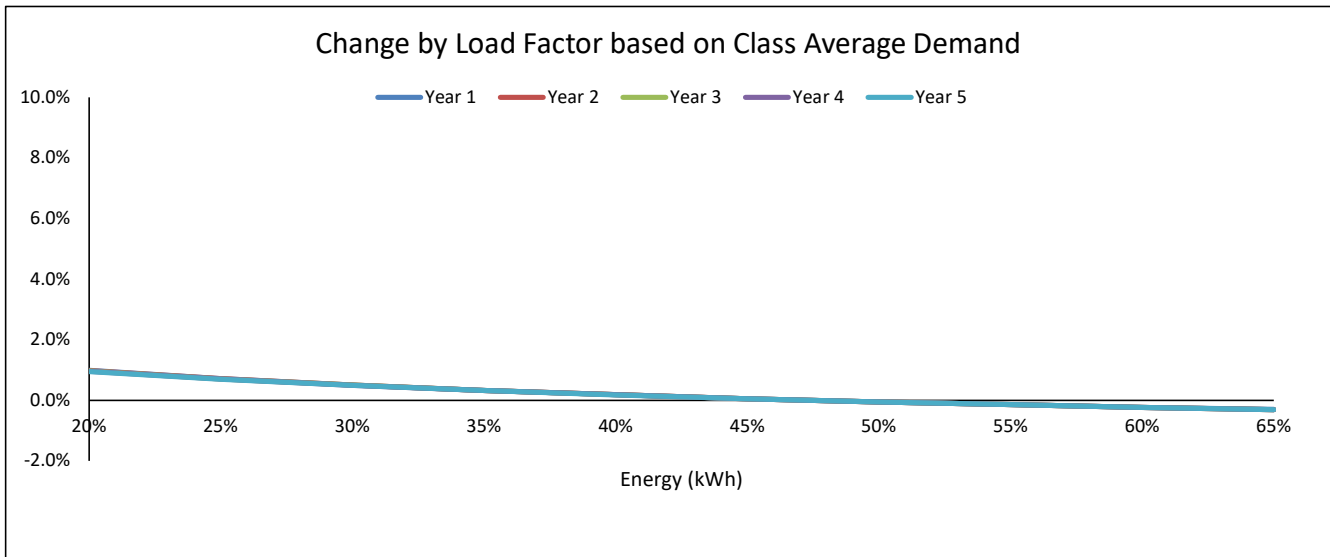
Implementation		7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
Rates	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Facilities Charge:						
Single Phase	\$ 19.00	\$ 22.00	\$ 25.00	\$ 28.00	\$ 31.00	\$ 34.00
Three Phase	\$ 24.50	\$ 27.50	\$ 30.50	\$ 33.50	\$ 36.50	\$ 39.50
Energy Charge:						
Block 1 (0 - 800 kWh)	\$ 0.10302	\$ 0.10508	\$ 0.10505	\$ 0.10383	\$ 0.10261	\$ 0.10138
Block 2 (Excess)	\$ 0.10880	\$ 0.10662	\$ 0.10505	\$ 0.10383	\$ 0.10261	\$ 0.10138
Demand Charge						
Block 1 (0 - 50 kW)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Block 2 (Excess)	\$ 8.50	\$ 8.50	\$ 8.50	\$ 8.50	\$ 8.50	\$ 8.50
Revenue from Rate	\$ 3,726,539	\$ 3,726,539	\$ 3,726,539	\$ 3,726,539	\$ 3,726,539	\$ 3,726,539
Change from Previous		0.0%	0.0%	0.0%	0.0%	0.0%



Hurricane City Power
Electric Rate Design

Projected Large Commercial - Three Phase (104) Rates

Implementation		7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
Rates	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Facilities Charge:						
Monthly Charge	\$ 320.00	\$ 340.00	\$ 360.00	\$ 380.00	\$ 400.00	\$ 420.00
Energy Charge:						
All Energy	\$ 0.06658	\$ 0.06558	\$ 0.06458	\$ 0.06358	\$ 0.06258	\$ 0.06158
Demand Charge						
All Demand	\$ 9.10	\$ 9.35	\$ 9.60	\$ 9.85	\$ 10.10	\$ 10.35
Revenue from Rate	\$ 3,624,822	\$ 3,624,447	\$ 3,624,071	\$ 3,623,694	\$ 3,623,317	\$ 3,622,939
Change from Previous		0.0%	0.0%	0.0%	0.0%	0.0%



Hurricane City Power

Electric Rate Design

Projected Alternative Large Commercial - Three Phase (110) Rates

Interruptible Rate - Contract

Implementation		7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
Rates	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Facilities Charge:						
Monthly Charge	\$ 320.00	\$ 340.00	\$ 360.00	\$ 380.00	\$ 400.00	\$ 420.00
Energy Charge:						
All Energy	\$ 0.06658	\$ 0.06558	\$ 0.06458	\$ 0.06358	\$ 0.06258	\$ 0.06158
Demand Charge						
All Demand	\$ 4.55	\$ 4.68	\$ 4.80	\$ 4.93	\$ 5.05	\$ 5.18
Revenue from Rate	\$ 52,409	\$ 52,630	\$ 52,851	\$ 53,072	\$ 53,293	\$ 53,514
Change from Previous		0.4%	0.4%	0.4%	0.4%	0.4%



Hurricane City Power

Electric Rate Study

*Jillian Jurczyk, Rates Manager
Utility Financial Solutions, LLC*

Financial Outlook

Assumptions

Fiscal Year	Inflation	Growth	Purchase Power Change \$/kWh	Impact Fee Related Capital	Retail Funded Capital	Total Capital Improvement Plan	Impact Fee Revenue
2026	2.6%	8.0%	3.0%	\$ 3,357,692	\$ 7,498,424	\$ 10,856,115	\$ 3,474,009
2027	2.6%	23.7%	3.0%	\$11,786,572	\$ 8,156,866	\$ 19,943,438	\$11,103,594
2028	2.6%	6.9%	3.0%	5,536,153	3,831,280	9,367,433	4,007,793
2029	2.6%	3.6%	3.0%	2,322,173	1,607,053	3,929,226	2,232,189
2030	2.6%	3.5%	3.0%	3,252,482	2,250,872	5,503,354	2,275,568
2031	2.6%	3.6%	3.0%	589,834	408,193	998,027	2,366,738

* Growth and Capital are provided through the Impact Fee Study by LRB

* Impact fee revenue is calculated using approved rates and the increase in load projected

Financial Outlook

Capital

Current Capital Spending

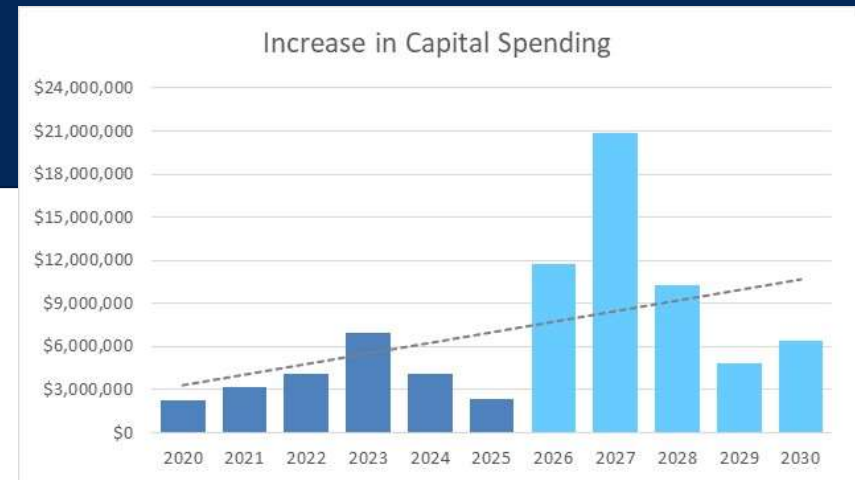
- Average annual capital spending for existing infrastructure is **~\$1.6M year** and **~\$2.4M** for new infrastructure.

Forecasted Capital Spending

- New growth is driving large projects and increasing the average spending to **~\$10.8M** over the next 5 years.

Funding Implications

- Impact fee recovery can lag, as projects are completed before new growth connects.
- Capital projects significantly influence cash balances



Financial Outlook

No Change

Timing	Fiscal Year	Projected Rate Adjustments	Adjusted Operating Income	Optimal Operating Income	Impact Fee Cash	Operating Cash	Projected Cash Balances (Operating & Impact)	Hurricane City Cash Target Annual Calculation
7/1/2026	2027	0.00%	\$ 2,144,966	\$ 2,463,028	\$ 2,570,210	\$ 8,963,330	\$ 11,533,540	\$ 36,850,951
7/1/2027	2028	0.00%	1,778,343	2,823,468	1,041,851	8,556,978	9,598,829	41,709,959
7/1/2028	2029	0.00%	1,258,959	2,974,603	951,867	9,944,924	10,896,790	43,963,424
7/1/2029	2030	0.00%	650,640	3,186,623	(25,048)	10,210,890	10,185,842	46,863,102
7/1/2030	2031	0.00%	74,944	3,226,837	1,751,856	11,778,808	13,530,664	48,048,884

Power Cost Adjustment Plan

70% Financed + PCA (no additional adjustments)

Timing	Estimated PCA Impact	Debt Coverage Ratio	Adjusted Operating Income	Optimal Operating Income	Impact Fee Cash	Operating Cash	Projected Cash Balances (Operating & Impact)	Hurricane City Cash Target Annual Calculation
7/1/2026	2.08%	9.32	\$ 2,627,675	\$ 2,445,980	\$ 2,570,210	\$28,700,882	\$ 31,271,092	\$ 36,850,951
7/1/2027	2.33%	4.21	2,840,219	2,847,844	1,041,851	33,756,125	34,797,976	41,709,959
7/1/2028	2.42%	3.21	2,944,269	2,999,508	951,867	37,228,958	38,180,825	43,963,424
7/1/2029	2.56%	2.94	3,019,844	3,222,138	(25,048)	41,066,899	41,041,851	46,863,102
7/1/2030	2.72%	3.00	3,194,266	3,237,092	1,751,856	43,764,980	45,516,836	48,048,884

Estimated Average Residential Impact

(Year 1):

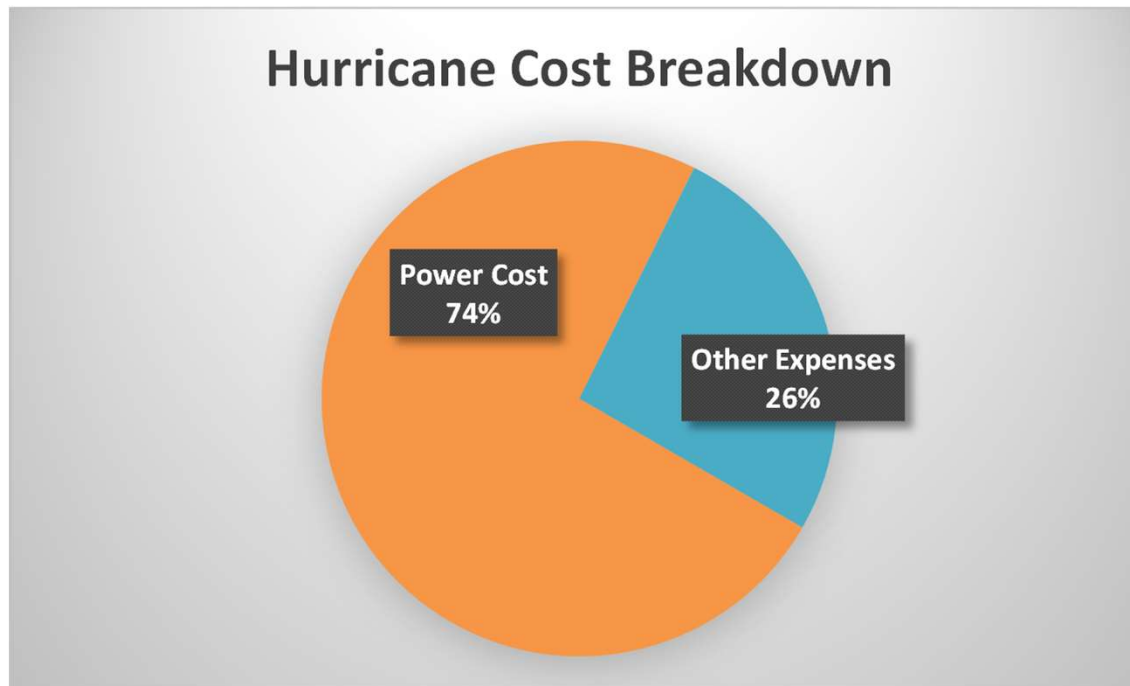
\$2.31 / month @ 1000 kWh usage

*this is dependent on power supply costs

% Financed --> 70%

Fiscal Year	Bonding	Period	Rate
2027	\$ 13,960,406	20	5.00%
2028	6,557,203	20	5.00%
2029	2,750,458	20	5.00%
2030	3,852,348	20	5.00%
2031	698,619	20	5.00%

Why Charge a PCA?



What is a Rolling Average?

**Showing 6-month example*

	Month One	Month Two	Month Three	Month Four	Month Five	Month Six	Month Seven	Month Eight	Month Nine	Month Ten	Month Eleven	Month Twelve
Example Numbers	7.0	8.0	9.0	7.5	8.2	9.2	7.5	8.0	9.5	8.5	7.5	9.0
	8.2											
		8.2										
			8.4									
				8.3								
					8.3							
						8.4						
							8.3					
Example Numbers							7.5	8.0	9.5	8.5	7.5	9.0
Rolling Average							8.2	8.4	8.3	8.3	8.4	8.3

These are example numbers to show the mathematics of rolling average

Cost of Service Study

Customer Class	Cost of Service	Projected Revenues	Effective % Change	Rate Design Guidance - Revenue Neutral
Residential (101, 107, 115, 116, 121)	\$ 11,069,783	\$ 10,850,128	2.0%	Revenue Neutral
Agricultural (108, 111)	16,561	15,144	9.4%	Slight Increase
City (102, 103)	541,608	535,321	1.2%	Revenue Neutral
Yard Lighting	5,029	4,327	16.2%	Increase
Small Commercial (105, 106, 112, 113)	3,513,044	3,725,846	-5.7%	Revenue Neutral
Large Commercial - Three Phase (104, 110)	3,463,481	3,677,231	-5.8%	Revenue Neutral
Total	\$ 18,701,193	\$ 18,807,998	-0.6%	0% Overall Revenue Change

Monthly Charges



Customer Class	COS Customer Charge	Average Customer Charge
Residential (101, 107)	22.09	\$ 20.00
Agricultural - Single Phase (108)	34.19	18.00
Agricultural - Three Phase (111)	42.03	24.50
Small Commercial - Single Phase (105)	37.59	19.00
Small Commercial - Three Phase (106, 112, 113)	49.27	24.50
Large Commercial - Three Phase (104)	415.58	320.00



Overall Rate Design

<i>Implementation</i>	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030	
Customer Class	Projected Percentage Change Year 1	Projected Percentage Change Year 2	Projected Percentage Change Year 3	Projected Percentage Change Year 4	Projected Percentage Change Year 5	COS Guidance
Residential (101, 107, 115, 116, 121)	0.0%	0.0%	0.0%	0.0%	0.0%	2.0%
Agricultural (108, 111)	0.6%	0.6%	0.6%	0.6%	0.6%	9.4%
City (102, 103)	0.0%	0.0%	0.0%	0.0%	0.0%	1.2%
Yard Lighting	1.0%	1.0%	1.0%	1.0%	1.0%	16.2%
Large Commercial - (104, 110)	0.0%	0.0%	0.0%	0.0%	0.0%	-5.8%
Small Commercial (105, 106, 112, 113)	0.0%	0.0%	0.0%	0.0%	0.0%	-5.7%
Totals	0.0%	0.0%	0.0%	0.0%	0.0%	-0.6%

Residential Sample Rate

<i>Implementation</i>		7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
Rates	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Facilities Charge:						
All Customers	\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.00	\$ 22.50
Analogue Meter	\$ 63.50	\$ 64.00	\$ 64.50	\$ 65.00	\$ 65.50	\$ 66.00
Energy Charge:						
Block 1 (0 - 800 kWh)	\$ 0.08946	\$ 0.08897	\$ 0.08848	\$ 0.08799	\$ 0.08750	\$ 0.08701
Block 2 (801 - 2,000 kWh)	\$ 0.10222	\$ 0.10166	\$ 0.10110	\$ 0.10054	\$ 0.09998	\$ 0.09942
Block 3 (Excess)	\$ 0.11485	\$ 0.11422	\$ 0.11359	\$ 0.11296	\$ 0.11233	\$ 0.11170
Revenue from Rate	\$ 10,561,701	\$ 10,561,701	\$ 10,561,701	\$ 10,561,701	\$ 10,561,701	\$ 10,561,701
Change from Previous		0.0%	0.0%	0.0%	0.0%	0.0%

Increase Monthly Charge by \$0.50 per year

Decrease Energy Rate

Overall Revenue Neutral

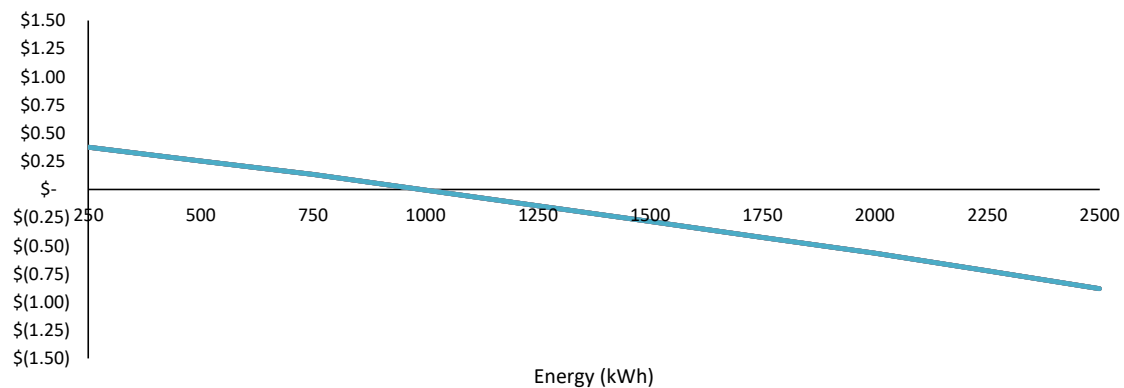
Residential Impacts

	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Average Usage	966					
Projected Average Bill	\$ 108.49	\$ 108.51	\$ 108.52	\$ 108.54	\$ 108.55	\$ 108.57
Average % Change		0.0%	0.0%	0.0%	0.0%	0.0%
Monthly Change		\$ 0.02	\$ 0.02	\$ 0.02	\$ 0.02	\$ 0.02
Projected Average Bill with PCA	\$ 108.49	\$ 110.74	\$ 113.11	\$ 115.57	\$ 118.10	\$ 120.71
Average % Change		2.1%	2.1%	2.2%	2.2%	2.2%
Monthly Change		\$ 2.25	\$ 2.37	\$ 2.46	\$ 2.53	\$ 2.61

Impact – Base Retail Rate

Est. Impact with PCA

Change by Monthly kWh Usage (\$)



Appendix

PCA - What is a Rolling Average?

Twelve-Month Rolling Average PCA

- Power supply costs are reviewed each month
 - The PCA charged to customers changes monthly based on the average power cost over the previous 12-months
- Goal of balancing power costs every 12 months
 - Smooths out fluctuations while maintaining financial integrity

PCA Quick Facts

- The difference between the rolling average and “base” amount in the retail rates for power supply is the PCA for that month.
 - Hurricane City currently recovers ~\$0.08 / kWh towards power supply in the published rate tariff
- If power costs were less than the base, customers will receive a bill credit
 - *Ex. Average Power Costs = \$0.075, PCA = \$0.005 credit to customers*
- If power costs were higher than the base, customers will have a bill charge for the unrecovered power costs
 - *Ex. Average Power Costs = \$0.084, PCA = \$0.004 charge to customers*

Current Power Fund Cash Reserve Policy

	FY 2027	Factor	Amount	
Depreciation Fund	\$ 45,437,399	38%	\$ 17,266,212	38% of Depreciable Assets
Contingency Fund	\$ 21,962,072	1%	\$ 219,621	1% of Budgeted Total Annual Revenue
10 months Operating Expenses	\$ 23,238,142	83%	\$ 19,365,119	10 months of Budgeted Operational and Power Cost Expenses
Total Current Policy			\$ 36,850,951	

**POWER FUND CASH RESERVE POLICY
RESOLUTION NO: 2018-12**

It is the Policy of Hurricane City, approved by the Power Board and resolved by the City Council to maintain Power Fund Cash Reserves in the following manner:

DEPRECIATION FUND

38% value of depreciable assets

CONTINGENCY FUND

1% of budgeted total annual revenue

TOTAL CASH RESERVES

10 months of budgeted operational and power costs expenses

If reserve fund drops below these targets for 12 months or are forecast to drop below these targets, action must be taken to bring these funds into compliance of the Cash Reserve Policy including raising electric usage rates.



STAFF COMMENTS

Item: Consideration and possible approval of a Proclamation regarding the discharge of fireworks.

Discussion: Hurricane City Code § 4-11-4 provides that the City Council shall, on or before April 1 of each year, adopt a proclamation governing the discharge of fireworks. The proclamation shall be issued in accordance with one of the four conditions outlined in the code, based upon the recommendation of the Fire District. Chief Decker's stated, "After reviewing current fuel conditions and considering our historical fire activity during the July discharge periods, I recommend the Council adopt Condition 3 for this year's fireworks proclamation. By early July, fine fuels throughout Hurricane are typically fully cured, and we frequently experience evening winds that increase the risk of fire spread from fireworks-related ignitions. Limiting discharge to designated park locations significantly reduces exposure to dry vegetation and residential interface areas while still allowing residents the opportunity to celebrate. The ball fields and parks provide irrigated turf, improved defensible space, and better apparatus access, which enhances both prevention and response capability. Based on our local fire environment and community risk profile, Condition 3 offers the most responsible balance between public safety and holiday celebration." – Cindy Beteag

Findings: Staff recommends approving the proposed proclamation with Condition 3 only allowing fireworks in the four listed locations.

Recommendation:

PROCLAMATION

REGULATING AND RESTRICTING THE DISCHARGE OF FIREWORKS WITHIN HURRICANE CITY

Whereas the Hurricane City Mayor is authorized by Hurricane City Code section 4-11-4 to place conditions on the discharge of fireworks based on fire conditions and recommendations from the Hurricane Valley Fire Special Service District; and

Whereas the fire danger in Hurricane City is deemed to be High; and

Whereas fireworks are known to be one of the causes of wildfire; and

Whereas the conditions are not expected to improve over the next months; and

Whereas brush and structural fires constitute a threat to life and property in Hurricane City; and

Whereas the celebrations of July 4th and July 24th are traditionally associated with the use of fireworks; and

Whereas it is in the best interests of the City, its residents, businesses, and visitors that the dangers and potential damage and/or injury associated with fires be minimized by the exercise of caution and advanced planning calculated to help reduce the threat of such potential dangers and harm; and

Whereas under the City's generally applicable ordinances fireworks may only be discharged as follows:

- July: Beginning on July 1 and ending on July 5 and beginning on July 22 and ending on July 25 between the hours of eleven o'clock (11:00) A.M. and eleven o'clock (11:00) P.M. except that on July 4 and July 24 the hours are eleven o'clock (11:00) A.M. to twelve o'clock (12:00) midnight;
- New Year's Eve: Beginning at eleven o'clock (11:00) A.M. on December 31 and ending at one o'clock (1:00) A.M. on the following day.
- Chinese New Year's Eve: Beginning at eleven o'clock (11:00) A.M. on the Chinese New Year's Eve and ending at one o'clock (1:00) a.m. on the following day.

Now, Therefore, in addition to the generally applicable restrictions set forth in Hurricane City Code section 4-11-5, I, Clark Fawcett, Mayor of Hurricane City, do **PROCLAIM** that Condition 3 as set forth below is immediately in effect within the City limits of Hurricane City.

Condition 3:

1. Fireworks in July may be discharged only in the following locations:
 - a. Spilsbury Park ball fields.
 - b. American Legion ball field.
 - c. Three Falls Park.
 - d. Dixie Springs Park.

Furthermore, Hurricane City is permitted to discharge commercial fireworks on July 4th at the Sand Hollow State Park and in conjunction with the City's Peach Days celebration. The Hurricane Valley Fire Special Service District is also permitted to discharge commercial fireworks for the Hurricane High School Homecoming Football game.

Proclaimed this 19th day of March 2026.

Clark Fawcett, Mayor

Attest: _____
Cindy Beteag, Recorder

**AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING
TITLE 3, CHAPTER 2 WITH REGARDS TO LIQUOR CONTROL**

WHEREAS, the City Council of Hurricane, Utah desires to amend Title 3, Chapter 2 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 ~~ORDIANED~~ ORDAINED by the Hurricane City Council that Section 3-2-8, 3-2-11, and 3-2-15 of the Hurricane City Code is amended to read as follows:

Sec. 3-2-1 to 3-2-7 remains unchanged.

Sec. 3-2-8. Certification of employees; condition of premises.

The right to a license hereunder shall be conditioned at all times upon compliance with the following:

A. *Certification required.*

1. *Off premise beer licenses.*

- a. All employees of a licensee, and any licensee who will be authorized to sell, furnish or serve alcoholic beverages to the public, shall complete, within 30 days after the issuance of a license or commencement of employment, an instruction seminar as set forth in Utah Code Annotated sections [32B-1-70332A-10-103](#) and [26B-5-204](#), *as amended*, ~~[62A-15-401](#)~~ and shall thereafter maintain a current certification under this section.
- b. Each employee of a licensed retailer who directly supervises the sale of beer or who sells beer to a customer for consumption off the premises of the off premises beer retailer shall wear a unique identification badge. The identification shall then:
 - (1) Be worn on the front of the employee's clothing;
 - (2) Be visible above the waist;
 - (3) Bear the employee's:
 - (A) First or last name;
 - (B) Initials; or
 - (C) Unique identification in letters or numbers; and
 - (4) With the number or letters on the unique identification badge being sufficiently large to be clearly visible and identifiable while engaging in or directly supervising the retail sale of beer.
- c. A licensee shall:

- (1) A maintain a record of all current employee unique identification badges.
 - (2) The record required to be maintained under subsection A1c(1) of this section shall:
 - (A) Be available for immediate inspection by:
 - (i) Any peace officer; or
 - (ii) A representative of the local licensing authority; and
 - (B) Include the employee's:
 - (i) Full name;
 - (ii) Address; and
 - (iii) Driver's license number; or
 - (iv) Similar identification number.
2. *All other licensees.* All employees of a licensee, and any licensee who will be authorized to sell, furnish or serve alcoholic beverages to the public, shall complete, within 90 days after the issuance of a license or commencement of employment, an instruction seminar as set forth in Utah Code Annotated section [26B-5-205, as amended](#)~~62A-15-401~~, and shall thereafter maintain a current certification under this section. Any licensee or employee who sells, furnishes or serves alcoholic beverages without obtaining the certification required herein shall, in addition to any other penalty provided herein, be prohibited from obtaining certification for a period of one year from the date of the violation.
- B. *Conviction within one year preceding application.* No certificate shall be issued to an employee or licensee who has been convicted of a drug or alcohol related offense during a period of one year preceding the application for a certificate, unless this condition is expressly waived by the chief of police after investigation of the circumstances. If charges are pending against an employee or licensee arising out of a drug or alcohol related offense, no certificate shall be issued until such charges are resolved and, if there is a conviction, none shall be issued for a period of one year thereafter.
- C. *Revocation for conviction of crime.* If any certified employee or certified licensee is convicted of any drug or alcohol related offense, including the crime of driving under the influence, their certificate shall be automatically revoked and such employee or licensee shall not be permitted to sell, furnish or serve alcoholic beverages for a period of one year and until a new certification is obtained.
- D. *Appeal.* Any revocation of certification under subsection C of this section may be appealed to the City Council within ten days after the mailing of written notice by the City of such revocation. Notice of such appeal shall be in writing and shall be placed upon the agenda for the next City Council meeting for review and consideration by the City Council.

(Ord. 2006-22, 9-7-2006; Ord. 2020-26, 11-19-2020)

Sec. 3-2-9 to 3-2-10 remains unchanged.

Sec. 3-2-11. Unlawful acts and activities.

It shall be unlawful:

- A. For a person to buy for resale, sell or deal in alcoholic beverages without first having procured appropriate licenses duly issued by the City, and otherwise comply with the provisions of this chapter, the act and any other applicable law.
- B. For any retail licensee to purchase alcoholic beverages or products from any person other than a wholesaler licensed in accordance with the act.
- C. For a licensee or other person to sell, furnish, dispose of or give away beer, or to cause or allow any beer to be sold, furnished, disposed of or given to any person under the age of 21 years, or for any person under the age of 21 years to purchase, possess or consume any beer.
- D. For any person under the age of 21 years to purchase, possess or consume any beer, or for any person under the age of 21 years to have any detectable amount of alcohol in the blood or system as a result of having consumed any beer, and as determined from a totality of the circumstances, including any breath or blood test or the administration of field sobriety tests.
- E. For a licensee to employ a person under the age of 16 years to sell or dispose of any alcoholic beverage.
- F. For any off premise beer licensee to allow a person to sell or directly supervise the sale of alcohol for off premises consumption who has not completed the requirements as outlined in subsection 3-2-98(A)(1) of this chapter.
- G. For any off premise beer licensee to allow a person under the age of 21 to sell alcohol without direct verbal and visual supervision.
- H. For any off premise beer licensee to allow a person under the age of 21 to directly supervise the sale of alcohol for off premises consumption.
- I. For any off premise beer licensee to allow a person to sell or directly supervise the sale of alcohol to a person who is on suspension as part of administrative action imposed by any local authority for a violation of alcohol sales.
- J. For any other licensee, or state store, to employ a person under the age of 21 years to sell or dispose of any alcoholic beverage.
- K. For a licensee, or its employee, when engaged in waiting on or serving customers, to consume alcoholic beverages, or to remain on or about the premises while in an intoxicated or disorderly condition.
- L. For a licensee or its employee, during that employee's working hours or in connection with such employment or the operation of the licensee's business, to give to or purchase for any other person, accept a gift of, purchase for himself or consume any alcoholic beverage.
- M. For a licensee, its employee or other person to serve, sell or furnish any alcoholic beverage to an interdicted, intoxicated or disorderly person, or for a licensee, its

- employee or other person to allow or permit an interdicted, intoxicated or disorderly person to come into or remain on or about the licensed premises.
- N. For an off premise beer licensee or its employee to sell, dispose of, deliver or give beer to any person between the hours of 12:00 midnight and 6:00 a.m.
 - O. For any restaurant licensee, or any employee of such, to sell, dispose of, deliver or give away, or allow a person to consume beer on the licensed premises between the hours of 1:01 a.m. to 11:29 a.m. of any day. Failure to pick up all drinks and beverages containing alcohol which have not been fully consumed at the closing hours as set forth herein shall be considered permission to consume after the closing hours and shall be a violation of this subsection.
 - P. For any bar establishment, reception center, or tavern licensee, or any employee of such, to sell, dispose of, deliver or give away, or allow a person to consume beer or other alcoholic beverages on the licensed premises between the hours of 1:00 a.m. and 10:00 a.m. Failure to pick up all drinks and beverages containing alcohol which have not been fully consumed at the closing hours as set forth herein shall be considered permission to consume after the closing hours and shall be a violation of this subsection.
 - Q. For an airport lounge license alcoholic beverages may be sold from 8:00 a.m. until 12:00 midnight.
 - R. For any single event or special event temporary beer license permittee or any employee or agent of such to sell, dispose of, deliver or give away, or allow a person to consume beer or other alcoholic beverages on the permitted premises at any time or date other than as expressly established by approval of the City Council at the time of issuance of the permit. Failure to pick up all drinks and beverages containing alcohol which have not been fully consumed at the closing hours as set forth herein shall be considered permission to consume after the closing hours and shall be a violation of this subsection.
 - S. For licensee to employ a person for the purpose of soliciting the purchase of alcoholic beverages by patrons of the establishment for themselves, on a percentage basis or otherwise. No licensee shall serve employees or allow a patron of the establishment to give alcoholic beverages to, or purchase alcoholic beverages for, or drink alcoholic beverages with any employee while that employee is on duty.
 - T. For an off premise beer licensee to sell beer except in the original container, or to permit beer to be consumed on the premises.
 - U. For a person to consume alcoholic beverages, other than beer, from a broken package, in a public place, thoroughfare or gathering.
 - V. For a person to furnish, provide or offer beer or other alcoholic beverages to a person under the age of 21 years.
 - W. For any person to knowingly aid, induce, permit or otherwise assist in any way the consumption of beer or other alcoholic beverages by a person under the age of 21 years.

- X. For a person to advertise the sale of beer, except as may be expressly permitted by the state department of alcoholic beverage control, and except for the placement of a license issued under this chapter in a location in or about the licensed premises where it will be visible to the public.
- Y. For any bar establishment, reception center, or tavern, or their agent or employee, to permit any person under the age of 21 years to enter upon or to remain in or about any portion of the licensed premises where any alcoholic beverages are sold, dispensed or consumed, unless that portion of the licensed premises is dedicated primarily to the sale and serving of food. Exception may be made for a musician or entertainer in a prohibited area only upon express written consent of the chief of police.
- Z. For a licensee or other person to sell, furnish, dispose of or give any beer or other alcoholic beverage or product, or to cause or allow any beer or alcoholic beverage or product, to be sold, furnished, disposed of or given to any person under the age of 21 years.
- AA. For any person under the age of 21 years to purchase, possess or consume any beer or alcoholic beverage or product, or for any person under the age of 21 years to have any detectable amount of alcohol in the blood or system as a result of having consumed any beer, or alcoholic beverage or product, as determined from a totality of the circumstances, including any breath or blood test or the administration of field sobriety tests.
- BB. For any owner, operator, manager, lessee or licensee, or any agent, employee or person acting with the consent of such owner, operator, manager, lessee or licensee under this chapter to allow or permit any dancer, entertainer or other person to appear in or on a licensed premises naked or so clothed as to expose in any way the genitals, pubic area, anus or the female nipple or areola of said dancer, entertainer or other person.
- CC. For any dancer or entertainer or other person to appear in a licensed premises naked or so clothed as to expose at any time of appearance the genitals, pubic area, anus or the female nipple or areola.
- DD. Any violation of subsections E through J, N through R, Y, Z, BB and CC of this section, shall constitute offenses of strict liability against any agent, employee or licensee, and such licensee may be liable in addition to any agent or employee.

(Ord. 2012-5, 7-19-2012; Ord. 2012-09, 11-15-2012; Ord. 2020-26, 11-19-2020)

Sec. 3-2-12 to 3-2-14 remains unchanged.

Sec. 3-2-15. Penalty.

Unless otherwise regulated by state statute, in addition to the denial, suspension, revocation or refusal to renew a license, the licensee and any person who shall violate the provisions of this chapter shall be guilty of a class B misdemeanor and shall be punished for each offense by a fine as provided in section 1-4-1 of this Code. Each violation shall also be subject to administrative penalties for licensee and individual as provided for in Utah Code Annotated section [32B-3-20532B-7-303](#). The Violation Schedule set forth in Rule 82-3-102 of the Utah Administrative Code, as amended, is hereby adopted and incorporated herein. In the event of a violation of Utah

Office of Administrative Rules RRule 82-3-102, as amended, and where the State of the Alcoholic Beverage Services Commission has not initiated enforcement action, the Hurricane City Police Department is authorized to enforce the provisions of that rule in accordance with applicable law.

The following administrative penalties shall also apply:

- A.— ~~The license of an off premises beer retailer shall be immediately suspended for allowing an employee to directly supervise the sale of beer or to sell beer to a customer without having a valid certificate that the individual completed an alcohol training and education seminar in accordance with Utah Code Annotated section 32B-7-303(1)(b). The suspension shall be in effect until the licensee shall provide proof to the licensing authority that the employee has completed certification.~~
- B.— ~~A fine of \$250.00 shall be imposed against any off premises beer retailer that does not comply or require its employees to comply with Utah Code Annotated section 32B-7-303(3).~~
- C.— ~~The license of an off premises beer retailer shall be immediately suspended for allowing an employee who is prohibited from selling or directly supervising the sale of beer under Utah Code Annotated section 32B-7-303(2) to directly supervise the sale of beer for the off premises beer retailer licensee or sell beer for the off premises beer retailer licensee. The suspension shall be in effect until the licensee shall provide proof to the licensing authority that the licensee is in compliance with all provisions of this chapter and Utah Code Annotated section 32B-7-303.~~

Each day or incident of violation shall constitute a separate offense hereunder.

(Ord. 2017-01, 1-5-2017; Ord. 2020-26, 11-19-2020)

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 March 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 1^{9th} day of March, 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



STAFF COMMENTS

Item: Consideration and possible approval of a contract for the design of Purgatory Road.

Discussion: Hurricane City, along with Washington City and Washington County has been working on Purgatory Road since 2007. In 2019 an Environmental Assessment was completed that solidified the 5-mile alignment. Hurricane City and Dixie MPO have applied for multiple grants to fund further work on this important connection and have been unsuccessful to date. The main issue that seems to be holding up further progress on the project is the lack of right-of-way. In the last several years we have been able to secure approval from the Council of Governments (COG) to use County corridor preservation funds to provide design that is adequate to acquire right-of-way necessary for construction. Additionally Hurricane City has secured funding from UDOT to go toward the project. Here is a summary of funding available to use on the project:

Hurricane City	\$ 374,125.67
COG Funds	\$ 300,000.00
<u>COG Funds</u>	<u>\$ 323,000.00</u>
Total:	\$ 997,125.67
Design Cost Proposal	\$955,100

We went through consultant selection two years ago and Civil Science was selected. However, because of constraints on the Federal Aid \$\$ that were available to us at the time we were unable to proceed. Since that time we have converted the Federal Aid to State Funds and have also added COG funds that make it possible to proceed.

The scope of the project is to provide 60% design along the entire corridor that remains unfinished, and 100% design to reconfigure the intersection at the DMV and issue a construction package for those improvements. This will accomplish two things:

1. The portion of Purgatory Road in Hurricane City's jurisdiction will be complete.
2. The remaining unfinished portion will be poised to secure right-of-way and pursue additional outside funding.

All of this design effort will be accomplished through the expenditure of outside funds.

Findings: Civil Science has presented an acceptable scope and fee for the design effort. This has been reviewed and accepted by staff from all 3 jurisdictions.

Recommendation: It is recommended that the design contract be approved. - Arthur LeBaron

February 04, 2026

Arthur LeBaron, P.E.
Hurricane City
147 N 870 W
Hurricane, UT 84737
(435) 635-2811

**RE: Professional Engineering Services Proposal for:
Purgatory Road; SR-9 to SR-7 - Revised**

Dear Mr. LeBaron,

Civil Science (CS) is pleased to submit this proposal for professional services for the Purgatory Road project. We appreciate the opportunity to support this effort and look forward to seeing the project move forward. CS is committed to delivering high-quality work in a timely manner and to building a successful project outcome and working relationship.

If you wish to proceed, we recommend execution of this Contract, or another mutually agreeable form. Please feel free to contact me at tturner@civilsience.com should you have any questions or require additional information.

Respectfully,



Tyler W. Turner
President, Project Manager
Civil Science, Inc



CIVIL SCIENCE, INC.
Short Form Consulting Services Contract
 Client/Engineer Form [Rev10/2021]

Project Name Purgatory Road; SR-9 to SR-7
 Contract # _____ Contract Value _____
 Contract Type: Hourly Fixed Fee (Lump Sum) Retainer Per Lot
 Contract Term: From _____ to _____

List of Contract Documents: This Contract incorporates the General Conditions and Exhibits noted below:

- Exhibit A – Professional Services Proposal**
- Exhibit B – Professional Services Fee Proposal**
- Exhibit C – CS Standard Hourly Rates and Fee Schedule**
- Exhibit D –**
- Exhibit E –**
- Exhibit F –**

In addition to the General Conditions contained herein this contract incorporates the terms of

Quotation # _____ **dated** _____

THIS AGREEMENT EXECUTED THE DAY AND YEAR LAST WRITTEN:

CIVIL SCIENCE, INC. (CS)	COMPANY NAME (CLIENT)	BILLING / AP CONTACT
Civil Science, Inc. Attn: Tyler W. Turner 1453 South Dixie Dr., Suite 150 St. George, UT 84770 (435) 986-0100 tturner@civilsience.com	Hurricane City 147 North 870 West Hurricane, UT 84737 (435) 635-2811 Arthur LeBaron arthur@cityofhurricane.com	Hurricane City 147 North 870 West Hurricane, UT 84737 (435) 635-2811 Attn: Arthur LeBaron
BY*:	BY*:	
DATE:	DATE:	

*Must be executed by authorized company representative

1. **Scope of Work and Term** CS shall furnish the services as described in Exhibit A, Scope of Work, during the term indicated above.
2. **Consideration and Payment.**
 - a. If this is a fixed fee contract, CS shall be paid the total amount stated above in accordance with the requirements of Clause 3B below.
 - b. If this is a hourly contract, CS labor costs shall be paid at the hourly rates shown in Exhibit B, entitled "CS Standard Unit Rate and Fee Schedule". CS non-labor expenses shall be paid at actual cost plus 15%. These non-labor expenses shall include, but are not limited to, travel and living expenses, materials, equipment, supplies, subcontracts, and other out-of-pocket expenses.
 - c. If this is a retainer-type contract, CS shall be paid the total amount as specified in Exhibit F, entitled "Retainer Amount Fee Schedule" and in accordance with the requirements of Clause 3D below.
 - d. If this is a per-lot-type contract, the number of lots will be identified prior to the start of per-lot work. The per-lot cost will be multiplied by the total lot count and will constitute the total amount to be paid CS in accordance with the requirements of Clause 3B and/or 3D

below. If this contract is both a per-lot and retainer-type contract, retainer amounts will be requested as shown in Exhibit F following the determination of the total amount to be paid to CS.

- e. All payments shall be sent to the address identified above.
 - f. All work products will be held until all outstanding invoice and retainer payments have been made in full. CS will not be held liable for negative impacts this may have to time-sensitive matters such as submittal deadlines. CS will also not be held liable for negative impacts that this may cause to the value of the client's product or to the future value of the CLIENT's project.
3. **Invoicing.**
- a. The Client agrees to pay CS invoices upon receipt. If part of an invoice is disputed, the CLIENT shall pay the undisputed portion within 15 days pending resolution of disputed amounts. Invoices unpaid after fifteen days shall bear interest, compounded monthly at 1 ½ percent per month. If CLIENT fails to make payment as required, CS may stop work and withhold work products until payment is made.
 - b. If this is a fixed fee contract, CS will invoice in an amount equal to estimated percent completion of the work during period times the fixed fee stated for services.
 - c. If this is a hourly contract, CS will invoice as follows:
 - i. CS will invoice an amount based upon the actual time charged to the project during the preceding period at the specified hourly rates plus all other costs actually incurred or obligated to be paid by CS in connection with the services performed plus the markup for such costs as applicable.
 - ii. CS standard invoice shall include a breakdown of charges in the following categories: labor by category, travel, materials, equipment, supplies, subcontracts, and miscellaneous expenses. Any additional supporting information required by CLIENT shall be provided at CLIENT's expense.
 - d. If this is a retainer-type contract, CS will send an Invoice Summary indicating how each retainer payment has been applied to the overall project budget.
4. **Applicable Law.** This contract shall be construed and governed by the laws of the State of Utah. The exclusive forum for resolving disputes not settled by negotiation shall be the courts of the State of Utah.
5. **Attorneys Fees.** Client agrees to pay all of CS's reasonable expenses (including, but not limited to, collection costs, attorneys' fees and expenses, accounting fees and expenses, and all other similar fees and expenses) incurred by CS associated with CS's efforts to obtain payment for amounts owed to CS by CLIENT under this contract.
6. **Conflict of Interest.** CS knows of no conflict of interest with the activities to be performed under this Contract and other activities of CS but shall advise the CLIENT if such a conflict is discovered in the future. CS shall avoid circumstances and actions that would reasonably place it in a position of divided loyalty with respect to its obligations under this Contract.
7. **Independent Contractor.** In all matters relating to this Contract, CS shall be acting as an independent contractor. Neither CS, nor its employees, are employees of the CLIENT within the meaning or application of any unemployment insurance or workmen's compensation laws, or any other federal, state, or local laws. CS shall assume all liabilities or obligations imposed by any such laws with respect to its employees in the performance of this Contract. Neither party shall have any authority or right to create any obligation, express or implied on the behalf of the other. CS shall not have the authority to represent itself as an agent of the CLIENT unless specifically authorized in Exhibit A.
8. **Compliance with Laws.** Both parties shall comply with all applicable laws, ordinances, rules and regulations of federal, state, and local governments and agencies relating to or affecting the contract work in whole or in part. CS shall secure any permits or licenses that may be necessary for it to perform its work.
9. **No Waiver.** Failure of either party to insist on strict performance by the other party shall not constitute a waiver of any of the provisions of this Contract, waiver of any other default or a continuing waiver.
10. **Modifications.** The terms and conditions contained in this contract shall not be added to, modified, superseded or otherwise altered except by written modification signed by authorized representatives of CS and CLIENT.
11. **Accuracy of Services and Limitation of Liability.** CS services shall be rendered without any warranty except that CS will perform in accordance with a degree of care and skill generally exercised by professionals performing similar work under similar conditions. CS does not warrant that its services are without errors or omissions, nor shall CS be liable to the CLIENT for consequential or special damages or economic loss.
12. **Excusable Delays.** CS shall not be liable for damages, including liquidated damages, if any, for delays in performance or failure to perform due to causes beyond the control and without the fault or negligence of CS. Such caused include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state, or local governments, act of CLIENT or those working under contract with CLIENT, acts of environmental groups, delays caused by safety concerns, court orders, fires, floods, epidemics, strikes, embargoes, or unusually severe weather. This contract shall be extended on a day-for-day basis for delays due to such causes.
13. **Inspection and Final Acceptance.** The CLIENT may inspect and accept or reject any of CS work under this contract during performance or when completed. The CLIENT shall reject or finally accept CS work within 15 days after completion. The CLIENT can only reject work by a timely written explanation, otherwise the work shall be deemed to have been accepted. The CLIENT's acceptance shall be conclusive except with respect to latent defects, fraud, and gross mistakes as amount to fraud.
14. **Insurance/Liability Limitation.** CS will maintain workmen's compensation insurance and public liability and property damage insurance in accordance with statutory requirements. Any additional insurance coverage requested by CLIENT will be at CLIENT's expense. The CLIENT agrees to limit all claims related in whole or in part to CS failure to observe the standard of care or breach of contract to an aggregate amount of \$50,000 or two times the contract value for the services performed under this Contract, whichever is the lower amount.
15. **Termination.** The CLIENT or CS may terminate this Contract, in whole or in part, by giving five days written notice to the other. If terminated by the CLIENT, the CLIENT shall pay all costs incurred, including any cancellation charges by vendors, plus a reasonable amount for indirect costs and profits.

16. **Equal Employment Opportunity.** CS is aware of and fully informed of its obligations under Executive Order 11246 and Title 41 of the Code of Federal Regulations, Part 60, and where applicable, shall comply with the requirements of that order, 41 CFR, Part 50, and all orders, rules, and regulations promulgated there under unless exempted there from.
17. **Indemnification.** CS shall indemnify and hold the CLIENT, its agents, and its employees harmless from damages or liability caused by or arising out of CS gross negligence or intentional misconduct in its performance under this Contract. The CLIENT shall Indemnify and hold CS, its agents, employees, subcontractors, and consultants harmless from costs, damage, liability or expense (including attorney's fees): (a) Caused by or arising out of errors or omissions in the drawings, documents, or other oral or written information given to CS by the CLIENT; and (b) arising from any claim related to work under this or other contract with CS asserted against CS by any third parties which exceeds CS insurance coverage and (c) any reuse of any work product prepared by CS under this contract without the express written consent of CS.
18. **Limitation of Liability.** To the maximum extent permitted by law, the Client agrees to limit the Consultant's liability for the Client's damages to the sum of \$50,000 or two times the Consultant's fee, whichever is lower. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
19. **Title.** The CLIENT shall have the right to use any information developed by CS under this Contract. In the event of any reuse by the CLIENT of any portion of such information, CS shall not be liable to the CLIENT for any damages arising out of the reuse. Any transfer of digital information to CLIENT will be contingent upon acceptance and agreement to CS digital file release and indemnification conditions.
20. **Assignment.** Neither party may assign its rights or responsibilities under this Contract without the prior written consent of the other party. This restriction shall not apply to CS subcontracting work under this contract or CS assignment to a financial institution of monies due from the CLIENT for work under this Contract.
21. **Notice.** Any notice under this contract shall be deemed to have been given when in writing and delivered to the other party at the addresses set forth above. Notices are effective upon receipt, not when sent.
22. **Audit Privileges.** All job audit privileges of CLIENT will extend only to review, and approval of monthly invoices submitted by CS to CLIENT. Invoices prepared and submitted by CS will include supporting documents. CLIENT may review, debate, or qualify items for payment at the time of invoice review and approval prior to payment of invoice. CS will not be responsible to maintain job related support documents or any other billing documents beyond the periodic billing, review period, and collection by CS of invoices submitted.
23. **Electronic Signatures.** For purposes of executing this agreement, electronic signatures transmitted upon generated copies will be deemed to be valid and will carry the full force and effect of original signatures thereto.
24. **Subcontracts.** General subcontracts, excluding consultant services, will be invoiced at cost plus a 15% handling charge to cover administrative costs associated with management and processing of the subcontracts.
25. **Other Direct Costs.** Expenses for in-house services such as computer usage, copying, and reprographics, are billed at a fixed rate or unit prices whichever is applicable. Specialized instrumentation, company vehicles, mobile laboratories, and related equipment are billed at fixed daily or weekly rate depending on the period of usage. Rate schedules are available upon request. Costs for project specific supplies or travel related expenses (lodging, meals, airfare, vehicle rental, etc.) are invoiced at the cost plus a 15% handling charge.
26. **Credit Card Payments.** CLIENT may make payments to CS by credit card in a form acceptable to CS. CS may charge a 3% fee on all credit card payments.

CIVIL SCIENCE, INC.
Short Form Consulting Services Contract
Client/Engineer Form

Exhibit A – Professional Services Scope of Work

PROJECT UNDERSTANDING

Civil Science will provide engineering and right-of-way (ROW) design services to assist Hurricane City, Washington City, and Washington County for the Purgatory Road project located between SR-9 to SR-7 (Southern Parkway). The **two primary phases of this contract include:**

Phase 1) Develop a corridor design from SR-9 to SR-7 (Southern Parkway) to establish the needed ROW limits for the corridor (future construction), an approx. 60% design level effort is anticipated. This corridor design includes progressing the related drainage, and utility designs to the same design level. The bridge structure (Virgin River crossing) design will be progressed to an approx. 30% design level. This also includes preparing the documents needed that allow the City(ies) to acquire the ROW.

Phase 2) Progress the roadway and intersection improvements located between SR-9 and 5300 West intersection (roundabout or signalized intersection) to construction. The services provided for this phase include the development of all construction documents such as plans, specifications, and a cost estimate. Assistance will be provided to the City through the bidding process and administration of the construction project, if desired.

The services provided under this contract will be based on and consider the following:

- Roadway design activities for the proposed cross section (3-lane road with curb and gutter, sidewalk, and path) including geometric layouts, modeling, and cost estimating according to both Hurricane City and UDOT standards (where applicable).
- A traffic analysis at the Purgatory Road and 5300 West intersection to determine the capacity and LOS for a potential roundabout or signalized intersection.
- Installation of a roundabout at the Purgatory Road and 5300 West intersection, assuming the required LOS can be achieved.
- Drainage, water quality, and erosion protection design services for the corridor.
- Utility identification, design, and coordination services for the corridor.
- Survey mapping and ROW design services for the corridor.
- Geotechnical analysis and design services to support the new roadway improvements.
- Verification that all conditions within the EA are tracked and met.
- Preliminary structural layout and recommendations for the bridge structure across the Virgin River.

SCOPE OF WORK

Based on the Project Understanding outlined above, CS will provide the following services where tasks will include:

Project Management, Coordination & Meetings:

Provide general project management tasks for Client care including project setup, accounting, progress reporting, active communication, billing, contracting, etc. and meet with the City and stakeholders through the design process. Specific meetings include:

- a. Kickoff Meeting – meet with all stakeholders.
- b. 30% Design Review Meeting – meet with the Cities, County, and appropriate stakeholders.

- c. 60% Design Review Meeting – meet with the Cities, County, and appropriate stakeholders.
- d. 90% Design Review Meeting – meet with the Cities, County, and appropriate stakeholders.
- e. Final Review Meeting – meet with the Cities, County, and appropriate stakeholders.

Design Survey, ROW & Base Mapping:

Provide necessary field survey, topographic, and utility mapping for design purposes. Specific tasks include:

- a. Review and collect data pertinent to the design survey.
- b. Obtain information from utility owners and previously completed work.
- c. Set control, perform UAV and topographical GPS survey, and provide updated aerials via UAV.
- d. Locate existing utilities and associated inverts, if applicable.
- e. Locate critical utility depths by providing pothole locations to the City.
- f. Research and review right-of-way, property lines and other boundaries.
- g. Prepare an existing base map for the project.
- h. Prepare legal description and sketch for property owner.

Assumptions:

- 1) *Title report and cost excluded.*
- 2) *All potholes will be performed by the City.*
- 3) *Assume that UDOT right-of-way acquisition process will not be required.*
- 4) *Roadway legal description and sketch will be billed at an each as needed for each individual property owner. Twenty-five (25) unique property owners are estimated due to large amount of active property subdivision.*
- 5) *Right-of-way negotiations are excluded.*

Public Involvement (Design):

Provide public involvement (PI) during the design phase of the project. Specific Tasks include:

- a. Perform outreach to educate stakeholders and property owners along the proposed Purgatory Road footprint and the proposed roundabout location.
- b. Create branding for the project and initial outreach fliers to be used during construction (between SR-9 and 5300 West only).
- c. Locate property owners to build contact list, build trust and rapport with these individuals.
- d. Canvassing adjacent property owners (between SR-9 and 5300 West only).
- e. Coordinate with local emergency services (between SR-9 and 5300 West only).
- f. Coordinate with Washington County Fairgrounds to stay aware of upcoming events (between SR-9 and 5300 West only).
- g. Assisting Right-of-Way with facilitating Key Stakeholder Meetings and gathering/sharing contact information.
- h. Facilitate Permit-to-Enter and Construct signatures.
- i. Facilitate Open House with Webinar option to post on Hurricane City Public Works for Stakeholders to view at their convenience (between SR-9 and 5300 West only).
- j. Update Hurricane City Public Works Page with design milestones (between SR-9 and 5300 West only).
- k. Manage Hotline/Text for duration of both phases (between SR-9 and 5300 West only).
- l. Keep a Contact Log with issues and resolutions (between SR-9 and 5300 West only).

Assumptions:

- 1) *This scope is for design phase services only and does not include PI efforts during the construction phase.*

Geotechnical Investigation:

Provide geotechnical investigation and engineering services for the proposed Purgatory Road project. Specific tasks include:

- a. Conduct Geotechnical Field Investigation.
Perform subsurface investigations along the proposed roadway alignment, including excavation of test pits to evaluate soil and bedrock conditions. Coordinate required utility clearances, site access, and traffic control, as necessary.
- b. Analyze Existing Soils for Proposed Alignment.
Evaluate subsurface soil and bedrock conditions encountered along the alignment to support roadway design, including characterization of materials and identification of geotechnical constraints.
- c. Analyze Hillside Cuts and Fills for Slope Stabilization.
Evaluate proposed hillside cuts and fills to assess slope stability, identify stabilization requirements, and develop design parameters for slopes and potential retaining walls, if required.
- d. Conduct Geotechnical Laboratory Testing.
Perform laboratory testing of soil samples to support embankment design, pavement design, slope stability analyses, and corrosion assessments, including soil classification, strength, volume-change potential, and corrosivity characteristics.
- e. Develop Pavement Design.
Develop pavement design recommendations in accordance with applicable AASHTO criteria, based on subsurface conditions and provided traffic loading information.
- f. Prepare and Finalize Geotechnical Report.
Prepare a draft geotechnical engineering report documenting findings and recommendations, and finalize the report incorporating review comments, suitable for final design and construction.

Preliminary Design (30% Design):

Prepare and complete preliminary design phase documents consisting of final design criteria and preliminary drawings. Specific tasks include:

- a. Review and collect data pertinent to the design.
- b. Prepare alignment, profile, cross section, and geometric design for the Purgatory Road corridor.
- c. Prepare initial layout for the roundabout at Purgatory Road and 5300 West.
- d. Complete traffic analysis for intersection improvement options of a roundabout and traffic signal at the intersection of Purgatory Road and 5300 West.
- e. Study and analyze drainage and hydrology for necessary improvements.
- f. Coordinate utility locations.
- g. Provide preliminary utility designs (water, sewer, storm drain, power).
- h. Perform a preliminary structural layout and analysis for the bridge structure across the Virgin River.
- i. Complete an abbreviated type selection report (memo) to aid in determining the preferred bridge superstructure type.
- j. Identify the ROW and easements needing to be acquired resulting from the 30% designs.
- k. Prepare and provide an opinion of probable cost for 30% design.

- I. Submit 30% design for review.

Assumptions:

Traffic Analysis

- 1) *Horizon year for traffic modeling is 2050.*
- 2) *Design vehicle for roundabout design WB-67.*
- 3) *AM and PM peak period traffic volumes will be obtained for the interchange and the two intersections on 5300 West: SR-9 and study intersection at Purgatory Road.*
- 4) *Existing AM and PM peak hour traffic volumes will count for two hours for each period on a weekday.*
- 5) *The Vissim model developed from UDOT template.*
- 6) *Future traffic volumes will be developed for 2050 using the results provided from the Dixie MPO Model.*
- 7) *Roundabout option for 2050 improvement scenario will be evaluated.*
- 8) *Scenarios to include Roundabout*

Structural Design

- 1) *Bridge layout will be a three-span structure with deep foundation.*
- 2) *No retaining walls, other than traditional wingwalls attached to the abutment, will be required*
- 3) *Sloped embankments in front of and adjacent to the abutments will utilize riprap as a scour protection to protect the roadway embankment.*
- 4) *Preliminary foundation recommendations will be provided prior to completing the 30% design.*
- 5) *Flow rate used for the Virgin River will be either the published FEMA value or a value provided by the city and no hydrology will be needed*
- 6) *Only a preliminary scour number will be evaluated to look at potential limits of erosion protection*
- 7) *Up to three bridge type options will be modeled.*
- 8) *Coordination with UDOT Structures will not be required.*

Design Development (60% Design):

Perform 60% design; accomplish detail design; prepare for incorporation into the contract documents, construction drawings, and specifications to show the character and scope of work to be performed by contractors. Specific tasks include:

- a. Incorporate preliminary design elements.
- b. Finalize geometric roadway design.
- c. Finalize Purgatory Road corridor footprint & impact.
- d. Finalize the roundabout design at Purgatory Road and 5300 West.
- e. Perform hydraulic analysis for drainage design.
- f. Finalize drainage design.
- g. Prepare drainage report.
- h. Coordinate and finalize utility design elements
- i. Coordinate utility impacts.
- j. Prepare 60% construction drawings for the roadway and intersection improvements located between SR-9 and 5300 West intersection.
- k. Prepare the initial specifications.
- l. Prepare and provide an opinion of probable cost for 60% design.
- m. Submit 60% design to the City for review.

Assumptions:

- 1) *For the Purgatory Road Corridor, all roadway, drainage, and utility designs activities will be progressed to an approximate 60% stage to ensure constructability and adequate ROW is acquired.*
- 2) *60% plans will only be produced for the Purgatory Road Corridor located between the SR-9 and 5300 West intersection.*
- 3) *60% plans will not be produced for the Virgin River bridge structure.*

The following services will only be provided for the roadway and intersection improvements located between SR-9 and 5300 West intersection.

Construction Documents (90% Design):

Perform 90% design; accomplish detail design; finalize incorporation into the contract documents, construction drawings, and specifications to show the character and scope of work to be performed by contractors on the Project. Specific tasks include:

- a. Incorporate design development documents and elements.
- b. Finalize construction drawings for the construction of the roadway and intersection improvements located between SR-9 and 5300 West intersection which are anticipated to include:
 - i. General & Survey Control Sheets
 - ii. Typical Section Sheets
 - iii. Detail Sheets
 - iv. Removal & Relocation Sheets
 - v. Roadway & Drainage Plan & Profile Sheets
 - vi. Utility Plan & Profile Sheets
 - vii. Signage & Striping Sheets
 - viii. Landscaping, irrigation, and/or other miscellaneous sheets.
- c. Finalize project special provision specifications.
- d. Prepare and provide bidding documents that include a bid schedule and measurement and payment.
- e. Prepare and provide contract documents as required by the City.
- f. Coordinate final utility impacts and relocations with power, natural gas, and communications.
- g. Prepare and provide an opinion of probable cost for 90% design.
- h. Submit 90% design to the City for review.

Assumptions:

- 1) *90% plans will only be produced for the Purgatory Road Corridor located between the SR-9 and 5300 West intersection.*
- 2) *90% plans will not be produced for the Virgin River bridge structure.*

Final Design (100% Design):

Perform final design and quality control for final submittal and approval of the project. Specific tasks include:

- a. Perform and document quality control.
- b. Address comments from the City and JUC.
- c. Prepare final construction documents for signature and reproduction.
- d. Prepare final contract documents for reproduction including:
 - i. Construction drawings
 - ii. Bidding documents
 - iii. Agreement documents
 - iv. General conditions
 - v. Supplemental general conditions
 - vi. Specifications and special provisions
- e. Submit 100% design and final bid package to the City for bidding.

- f. Assist the City in obtaining approvals by governmental agencies of the final design.

Assumptions:

- 1) *It is anticipated that a single round of revisions following final submittal to JUC as we will coordinate with them throughout the design process.*

Bid Phase Services:

Perform bid phase services for the roadway and intersection improvements located between SR-9 and 5300 West intersection. Specific tasks include:

- a. Assist the City in advertisement for public bid.
- b. Conduct a pre-bid meeting.
- c. Answer questions, clarify expectations of the contractor, and explain design rationale.
- d. Issue addenda to clarify requirements, scope, quality of the improvements.
- e. Review bids with project requirements.
- f. Issue bid tabulation and recommendation for award.
- g. Assist the City in securing agreement, bonds, and insurance from contractor.
- h. Conduct and participate in the pre-construction conference.

Assumptions:

- 1) *Bid phase services will comprise of approximately 30 days.*
- 2) *One bid period has been assumed*
- 3) *Assistance in connection to bid protests, rebidding, or renegotiating contract for construction, materials, equipment, or services are specifically excluded.*

Construction Services:

Perform bid phase services for the roadway and intersection improvements located between SR-9 and 5300 West intersection. Specific tasks include:

- a. Provide construction staking services
- b. Provide Public Involvement services
- c. Provide general administration of construction contract.
- d. Consult and act as City's representative as provided in the Construction Contract.
- e. Receive, review and determine acceptability of any and all schedules that the Contractor is required to submit.
- f. Conduct and attend weekly construction progress meetings to coordinate the work.
- g. Provide observation as an experienced and qualified design professional the progress of Contractor's executed work and determine in general if the Work is proceeding in accordance with the Construction Contract Documents.
- h. Provide clarifications and/or interpretations to the Contract Documents, Drawings, and Specifications and answer questions related to the work.
- i. Issue and prepare Field Orders requiring minor changes in the work.
- j. Recommend and prepare Change Orders, as appropriate.
- k. Review and approve or take other appropriate action with respect to shop drawings, samples, submittals and other required shop drawings, samples, and other required Contractor submittals.
- l. Review certificates of inspections, tests, and approvals.
- m. Review Contractor's application for payments and accompanying supporting documentation.
- n. Prepare and issue Notice of Substantial Completion.
- o. Issue punch lists and notices of defective work as required.

- p. Prepare and issue Notice of Final Acceptance and recommend final payment to the Contractor.
- q. Assist the City in advertisement for public bid.
- r. Conduct a pre-bid meeting.
- s. Answer questions, clarify expectations of the contractor, and explain design rationale.
- t. Issue addenda to clarify requirements, scope, quality of the improvements.
- u. Review bids with project requirements.
- v. Issue bid tabulation and recommendation for award.
- w. Assist the City in securing agreement, bonds, and insurance from contractor.

Assumptions:

- 1) *Specific tasks and contract costs to be negotiated.*

CIVIL SCIENCE, INC.
Short Form Consulting Services Contract
 Client/Engineer Form

Exhibit B – Professional Services Fee Proposal

FEE PROPOSAL

CS proposes to complete the Scope of Work outlined above as follows:

PHASE	TASK DESCRIPTION	FEE	FEE TYPE	COMMENTS	
100 – DESIGN	Project Management, Coordination & Meetings	\$57,000	Lump Sum		
	Public Involvement (Design)	\$27,600	Lump Sum	Harmony Public Involvement	
	Design Survey, ROW & Base Mapping	\$100,800	Lump Sum		
	ROW Documents	\$37,500	Each	\$1,500 / Each <i>(Assumed 25 Parcels)</i>	
	Traffic Analysis & Roundabout/Signalized Intersection Concept Design	\$97,400	Lump Sum	Avenue Consultants	
	Geotechnical Investigation	\$32,400	Lump Sum	Landmark	
	Preliminary Design (30% Design)	\$159,900	Lump Sum		
	Structure Analysis & Design (30 % Design)	\$143,000	Lump Sum	Horrocks	
	Design Development (60% Design)	\$189,300	Lump Sum		
	Construction Documents (90% Design)	\$81,800	Lump Sum		
	Final Design (100% Design)	\$19,800	Lump Sum		
SUBTOTAL		\$946,500			
200 – BID & CONSTRUCTION	Bid Phase Services	\$8,600	Lump Sum		
	SUBTOTAL		\$8,600		
	Construction Phase Services – Construction Staking	Hourly / To Be Negotiated			
	Construction Phase Services – Public Involvement	Hourly / To Be Negotiated			
	Construction Phase Services – Oversight / Administration	Hourly / To Be Negotiated			
TOTAL		\$955,100			

Professional fees shown are not to exceed unless upon written authorization from the City. Professional services rendered for the Hourly Fee Type will be completed by CS at the rates and fees given in the attached Exhibit C.

SCHEDULE

Civil Science recognizes the importance of maintaining the project schedule and has the experience and resources to perform the services in a timely manner. Upon award, Civil Science shall coordinate with the City to establish a mutually agreed-upon project schedule.

CIVIL SCIENCE, INC.
Short Form Consulting Services Contract
 Client/Engineer Form

Exhibit C – CS Standard Unit Rates and Fee Schedule (01/2026)

LABOR RATES – Services provided by CS personnel will be invoiced at the unit rates identified below:

Labor Category (Abbr.)	Technical Role	Hourly Labor Rate Range
Engineer (EN)	Jr. Engineer (I-II)	\$135.00 - \$145.00
	Lead Engineer (III-IV)	\$170.00 - \$194.00
	Sr. Engineer (V-VI)	\$199.00 - \$261.00
Landscape Architect (LA)	Jr. Landscape Architect (I-II)	\$112.00 - \$126.00
	Lead Landscape Architect (III-IV)	\$139.00 - \$155.00
	Sr. Landscape Architect (V-VI)	\$179.00 - \$203.00
Surveyor (SU)	Jr. Surveyor (I-II)	\$99.00 - \$119.00
	Lead Surveyor (III-IV)	\$119.00 - \$186.00
	Sr. Surveyor (V-VI)	\$198.00 - \$249.00
Administrative (AD)	Admin (I-II)	\$88.00 - \$109.00
	Admin (III-IV)	\$128.00 - \$147.00
	Sr. Admin (V-VI)	\$166.00 - \$251.00
Construction Technician (CT)	Jr. Construction Tech (I-II)	\$110.00 - \$134.00
	Lead Construction Tech (III-IV)	\$155.00 - \$189.00
	Sr. Construction Tech (V-VI)	\$189.00 - \$207.00
Design/Survey Technician (DST)	Jr. Design/Survey Tech (I-II)	\$105.00 - \$118.00
	Lead Design/Survey Tech (III-IV)	\$139.00 - \$158.00
	Sr. Design/Survey Tech (V-VI)	\$166.00 - \$210.00
Project Manager (PM)	Sr. Project Manager (IV-VI)	\$168.00 - \$231.00
Principal (P)	Principal (All Categories)	\$229.00 - \$295.00

DIRECT REIMBURSABLE RATES:

Mileage	\$ 0.725 /mile (IRS std.)
Full Day Per-Diem (as necessary and agreed upon)	\$ 68 /person/day (IRS std.)
Partial Day Per-Diem (as necessary and agreed upon)	\$ 51 /person/day (IRS std.)
Lodging (as necessary and agreed upon)	\$ Cost/Night + 15% Mark Up
Outside Consultants / Subconsultants	\$ Cost + 15% Mark Up
Other Expenses or Direct Costs Occurred	\$ Cost + 15% Mark Up
Construction Materials Testing	Supplemental Fee Schedule

TIME CHARGES: Time reporting for all office personnel is based upon actual time in office. Time reporting for all field work is based upon actual field work plus travel time to and from assigned office location. Time billed in 15 minutes increments.

SUBCONTRACTS: General subcontracts, excluding consultant services, will be invoiced at cost plus a 15% handling charge to cover administrative costs associated with management and processing of the subcontracts.

OTHER DIRECT COSTS: Expenses for in-house services such as computer usage, copying, and reprographics, are billed at a fixed rate or unit prices whichever is applicable. Specialized instrumentation, mobile laboratories, and related equipment are billed at fixed daily or weekly rate depending on the period of usage. Rate schedules are available upon request. Costs for project specific supplies or travel related expenses (lodging, meals, airfare, vehicle rental, etc.) are invoiced at the cost plus a 15% handling charge.

AUDIT PRIVILEGES: All job audit privileges of CLIENT will extend only to review, and approval of monthly invoices submitted by CS to CLIENT. Invoices prepared and submitted by CS will include copies of source documents of all expenditures including: time, travel, subcontracts, supplies, equipment, materials, or premiums. The CLIENT may review, debate, or qualify items for payment at the time of invoice review and approval and payment of invoice. CLIENT waves post job audit privileges beyond invoice approval. CS will not retain job related support documents or any other billing documents beyond the periodic period, review period, and collection by CS of invoices submitted.

ESTIMATES: Estimates are provided to the CLIENT for budgeting purposes only and are not an agreement by CS to perform the services for a lump-sum, fixed fee, or not to exceed price unless otherwise provided for in the contract. CS reserves the right to change rates used on rate-based reimbursable contracts.

¹ Rates subject to change yearly with written notice and agreement.



STAFF COMMENTS

Item: Consideration and possible approval of awarding a contract for the Sand Hollow Interchange Drainage Improvements project.

Discussion: Since the construction of the Sand Hollow Interchange on SR-7 in 2020 several heavy rainfall events have exposed issues in the drainage infrastructure associated with the interchange. When the City approached UDOT about some of these issues, including heavy erosion of sandy fill-slopes, UDOT responded that Hurricane City was required by statute to maintain these areas. Upon review of the State Code the City agreed that some of these items were under the jurisdiction of the City. However, I pressed UDOT and told them that if they (UDOT) had delivered properly designed and durable infrastructure we would have no issue taking over the maintenance. Staff at UDOT agreed with me and committed to provide funding to fix the issue if the City would take the lead to design and build the improvements. The City has completed the design, advertised the project for bids, and is now ready to move forward with construction.

Findings: The City received 5 bids, ranging from \$221,213 to \$349,281.50. A bid tabulation is attached. The total amount that UDOT has committed is \$300,000, so we have the funds necessary to cover the cost of the project.

Recommendation: It is recommended that the City award the contract to ACAD in the amount of \$221,882.00. Hurricane City has successfully completed projects with ACAD in the past and they have the manpower and resources to do the work. - Arthur LeBaron


PROJECT: Hurricane City Sand Hollow Road & SR-7 Interchange Storm Drain

DATE: 3-10-2026 @ 2 PM

BID TAB

ITEM NO.	ITEM DESCRIPTION	ENGINEER'S ESTIMATE				1 ACAD		2 SUNCORE		3 I.R.P.		4 JP EXCAVATING		5 P.C.I.	
		BID QUANTITY	UNITS	UNIT PRICE Dollars & Cents	ITEM PRICE Dollars & Cents	UNIT PRICE Dollars & Cents	ITEM PRICE Dollars & Cents	UNIT PRICE Dollars & Cents	ITEM PRICE Dollars & Cents	UNIT PRICE Dollars & Cents	ITEM PRICE Dollars & Cents	UNIT PRICE Dollars & Cents	ITEM PRICE Dollars & Cents	UNIT PRICE Dollars & Cents	ITEM PRICE Dollars & Cents
1	Mobilization	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 28,000.00	\$ 28,000.00	\$ 35,000.00	\$ 35,000.00	\$ 48,900.00	\$ 48,900.00	\$ 30,000.00	\$ 30,000.00	\$ 24,000.00	\$ 24,000.00
2	Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 6,700.00	\$ 6,700.00	\$ 7,000.00	\$ 7,000.00	\$ 2,550.00	\$ 2,550.00	\$ 40,000.00	\$ 40,000.00	\$ 14,000.00	\$ 14,000.00
3	SWPPLan	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 10,500.00	\$ 10,500.00	\$ 14,000.00	\$ 14,000.00	\$ 4,100.00	\$ 4,100.00	\$ 17,000.00	\$ 17,000.00	\$ 4,500.00	\$ 4,500.00
4	Saw Cut Asphalt	850	LF	\$ 1.00	\$ 850.00	\$ 1.60	\$ 1,360.00	\$ 2.50	\$ 2,125.00	\$ 0.76	\$ 646.00	\$ 3.00	\$ 2,550.00	\$ 7.00	\$ 5,950.00
5	Asphalt Removal	850	SF	\$ 1.00	\$ 850.00	\$ 2.28	\$ 1,938.00	\$ 0.70	\$ 595.00	\$ 2.65	\$ 2,252.50	\$ 5.00	\$ 4,250.00	\$ 5.80	\$ 4,930.00
6	Earthwork to Dress up Slopes, Embankment	2000	CY	\$ 20.00	\$ 40,000.00	\$ 7.50	\$ 15,000.00	\$ 22.50	\$ 45,000.00	\$ 23.50	\$ 47,000.00	\$ 30.00	\$ 60,000.00	\$ 33.00	\$ 66,000.00
7	Subgrade Preparation for Curb & Gutter	4250	SF	\$ 1.00	\$ 4,250.00	\$ 0.76	\$ 3,230.00	\$ 0.15	\$ 637.50	\$ 0.49	\$ 2,082.50	\$ 1.50	\$ 6,375.00	\$ 0.69	\$ 2,932.50
8	Install 8" Road Base for Future Asphalt & Curb	4250	SF	\$ 1.50	\$ 6,375.00	\$ 1.58	\$ 6,715.00	\$ 1.70	\$ 7,225.00	\$ 1.10	\$ 4,675.00	\$ 1.80	\$ 7,650.00	\$ 1.90	\$ 8,075.00
9	Install Type B2 Concrete Curb & Gutter	826	LF	\$ 45.00	\$ 37,170.00	\$ 50.00	\$ 41,300.00	\$ 42.00	\$ 34,692.00	\$ 46.50	\$ 38,409.00	\$ 31.00	\$ 25,606.00	\$ 39.00	\$ 32,214.00
10	Clean Existing Curb Inlets, SD Boxes, and Pipes	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 3,650.00	\$ 3,650.00	\$ 44,000.00	\$ 44,000.00	\$ 5,250.00	\$ 5,250.00	\$ 21,000.00	\$ 21,000.00	\$ 35,000.00	\$ 35,000.00
11	Install 3x3 Curb Inlet Catch Basin	5	EA	\$ 3,500.00	\$ 17,500.00	\$ 6,050.00	\$ 30,250.00	\$ 7,000.00	\$ 35,000.00	\$ 6,150.00	\$ 30,750.00	\$ 9,000.00	\$ 45,000.00	\$ 11,000.00	\$ 55,000.00
12	Install 18" Dia. ADS HP Pipe	380	LF	\$ 65.00	\$ 24,700.00	\$ 65.00	\$ 24,700.00	\$ 78.00	\$ 29,640.00	\$ 69.00	\$ 26,220.00	\$ 111.00	\$ 42,180.00	\$ 92.00	\$ 34,960.00
13	Install 18" Dia. Steel End Section	5	EA	\$ 1,500.00	\$ 7,500.00	\$ 760.00	\$ 3,800.00	\$ 900.00	\$ 4,500.00	\$ 1,250.00	\$ 6,250.00	\$ 3,100.00	\$ 15,500.00	\$ 860.00	\$ 4,300.00
14	Install 12" Rip Rap Boulders at 30" Depth	2000	SF	\$ 4.00	\$ 8,000.00	\$ 11.00	\$ 22,000.00	\$ 5.60	\$ 11,200.00	\$ 32.50	\$ 65,000.00	\$ 4.66	\$ 9,320.00	\$ 10.00	\$ 20,000.00
15	Install 4" thick of Asphalt Patching	2000	SF	\$ 4.50	\$ 9,000.00	\$ 6.60	\$ 13,200.00	\$ 8.30	\$ 16,600.00	\$ 5.85	\$ 11,700.00	\$ 12.28	\$ 24,560.00	\$ 11.90	\$ 23,800.00
16	Backfill Concrete Curb & Gutter	826	LF	\$ 3.00	\$ 2,478.00	\$ 4.00	\$ 3,304.00	\$ 4.50	\$ 3,717.00	\$ 2.35	\$ 1,941.10	\$ 1.50	\$ 1,239.00	\$ 10.00	\$ 8,260.00
17	Horizontal Sawcut on Existing Curb & Gutter- Remove Upper Curb	13	LF	\$ 60.00	\$ 780.00	\$ 55.00	\$ 715.00	\$ 6.50	\$ 84.50	\$ 49.50	\$ 643.50	\$ 116.00	\$ 1,508.00	\$ 200.00	\$ 2,600.00
18	Install Sand Cleaning Scupper with 6" Curb on 2 Sides	138	SF	\$ 20.00	\$ 2,760.00	\$ 40.00	\$ 5,520.00	\$ 19.00	\$ 2,622.00	\$ 13.50	\$ 1,863.00	\$ 28.00	\$ 3,864.00	\$ 20.00	\$ 2,760.00

TOTAL of ITEMS (Items 1 thru 18)	\$ 204,213.00	\$ 221,882.00	\$ 293,638.00	\$ 300,232.60	\$ 357,602.00	\$ 349,281.50
		TOTAL SCORE=> 92.73	87.23	86.56	82.50	78.14


 _____ certify that the above tabulation is correct
 and represents the bids accepted by the CITY OF HURRICANE.

NOTICE OF AWARD

To: ADVANCED CONSTRUCTION & DESIGN, LC
2303 N CORAL CYN BLVD, STE 201.
WASHINGTON, UT 84780

Date: MARCH 19, 2026
Project: Sand Hollow Road & SR-7 Interchange
Drainage Project 2026

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated February 19, 2026, and Information for Bidders.

You are hereby notified that you BID has been accepted for items in the amount of \$221,882.00

You are required to return an acknowledgement copy of this NOTICE OF AWARD to the OWNER.

Dated this 19TH day of March, 2026.

Hurricane City (Owner)

By _____

Name _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD
is hereby acknowledged
by _____

this the _____ day of _____, 2026.

By _____

Name _____

Title _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ (Corporation, Partnership, or Individual) hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ a copy of which is hereto attached and made a part hereof for the construction of:

NOW. THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IS WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one of which shall be deemed _____ (number)

an original this the _____ day of _____.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____

Address

Witness as to Principal

Address

ATTEST:

Surety

(Surety) Secretary

By _____
Attorney-in-fact

Address

Witness as to Surety

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ (Corporation, Partnership, or Individual) hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreement of said contract during the original term thereof, and any extensions thereof which may be granted by the owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one of which shall be deemed an original, this the _____ day of _____.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____

Address

Witness as to Principal

Address

ATTEST:

Surety

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

AGREEMENT

This AGREEMENT, made this _____ day of _____ by and between the Hurricane City, hereinafter called OWNER” and Advanced Construction and Design doing business as a Limited Liability Company hereinafter called “CONTRACTOR”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the Sand Hollow Road & SR-7 Interchange Drainage Project 2026.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described therein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 60 calendar days after the date of the NOTICE TO PROCEED and will complete the same as specified in the CONTRACT DOCUMENTS unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the Work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$221,882.00.
5. The term “CONTRACT DOCUMENTS” means and includes the following:
 - A) Public Notice
 - B) Information for Bidders
 - C) Bid
 - D) Bid Bond
 - E) Agreement
 - F) Payment Bond
 - G) Performance Bond
 - H) Notice of Award
 - I) Notice to Proceed
 - J) Change Order
 - K) General Conditions
 - L) Supplementary General Conditions
 - M) SPECIFICATIONS prepared or issued by ProValue Engineering, dated February 19, 2026.
 - N) DRAWINGS prepared by ProValue Engineering, dated February 2026.
 - O) ADDENDA:
 - No. _____ dated _____
 - No. _____ dated _____
 - No. _____ dated _____
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (3) each of which shall be deemed an original on the date first above written.
(Number of Copies)

OWNER:

Hurricane City

By: _____

Name: _____

Title: _____

(SEAL)

ATTEST:

Name: _____

Title: _____

CONTRACTOR:

By: _____

Name: _____

(Please Type)

Address: _____

_SEAL)

ATTEST:

Name: _____

(Please Type)

Title: _____

Approved as to Form

NOTICE TO PROCEED

To: ADVANCED CONSTRUCTION & DESIGN, LC
2303 N CORAL CYN BLVD, STE 201.
WASHINGTON, UT 84780

Date: _____
Project: Sand Hollow Road & SR-7 Interchange
Drainage Project 2026

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____, and you are to complete all on-site WORK on or before _____.

Hurricane City

Owner

By _____

Name _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD
is hereby acknowledged
by _____

this the _____ day of _____, 2026.

By _____

Name _____

Title _____

CHAPTER 36. SIGNS

Sec. 10-36-1. Purpose.

The purpose of the sign regulations set forth in this chapter is intended to:

- A. Eliminate potential hazards to motorists and pedestrians by requiring that signs are designed, constructed, installed and maintained in a manner that promotes the public health, safety and general welfare of the citizens of the City;
- B. Encourage signs which, by their design, are integrated with and harmonious to the buildings and sites, including landscaping, which they occupy;
- C. Encourage sign legibility through the elimination of excessive and confusing sign displays;
- D. Preserve the appearance of the City as a place in which to live and to work, and create an attraction to nonresidents to come to visit or trade;
- E. Allow each individual business to clearly identify itself and the nature of its business in such a manner as to become the hallmark of the business which will create a distinctive appearance and also enhance the City character;
- F. Safeguard and enhance property values, and protect public and private investment in buildings and open space.

(Ord. 2008-4, 3-6-2008)

Sec. 10-36-2. Definitions.

The following words and phrases whenever used in this chapter shall be construed as defined in this section:

A-frame sign means any sign or structure composed of two sign faces mounted or attached back to back in such a manner as to form a basically triangular vertical cross section through the faces.

Animated sign means any sign designed or constructed to convey a message through the mechanical movement of the sign and/or the flashing, strobing, or rotation of lights or figures on the sign. Electronic message centers that display video messaging content on a video display screen are not considered to be an animated sign. ~~which is designed and constructed to give its message through the flashing of or rotation of lights or figures.~~

Banner means a flexible sign characteristically supported by two or more points. It is generally made of fabric or other nonrigid materials with no enclosing frame.

Billboard means a freestanding ground sign located on real property that is designed and intended to direct attention to a business, product, service, or message that is not sold, offered or existing on the property, nor specific to the property where the property sign is located.

Building face means the visible outer surface of an exterior wall of a building. The area of the face of the building shall be the total area of such surface, including doors and windows.

Canopy. See definition of *marquee*.

Disrepair. A sign shall be considered in disrepair when it fails to be in the same form as originally constructed, or when it fails to perform its intended function of conveying a message. Conditions shall include, but not be limited to:

- A. Structural pole or support failure.
- B. Signs not being held vertically or as originally constructed.
- C. Borders falling off or already removed.
- D. Panels missing or falling off.
- E. Message falling off or in disrepair such that it cannot be interpreted by the motoring public.
- F. Signs that are overgrown by trees or other vegetation.

Electronic message center means a sign that displays video messaging content that may change at frequent intervals on a video display screen with changeable copy that is controlled electronically via a remote programming device. Sometimes referred to as “digital” or “electronic” billboards.

Entry feature sign means a monument sign that is placed at the entrance of a subdivision or other residential or commercial project as part of a distinct architectural or landscape feature that identifies the project and displays the project name.

Erect means to build, construct, place, relocate, enlarge, substantially alter, attach, suspend, paint, post or display. Normal maintenance, including refinishing, is not included in this definition, provided the use of the sign is not changed or altered.

Floating sign means any inflatable or floating sign or advertising device that is affixed to or displayed at a place of business. Examples are blimps, hot air balloons, and inflatable figures.

Freestanding sign means any sign that is standing on or erected into the ground. Such signs are usually, but not necessarily, supported from the ground by one or more poles or posts or similar uprights, with or without braces. Any sign which is mounted into the ground, but has the supports to any portion of the roof of a building or structure, shall be considered to be a roof sign.

Frontage means the length of the sides along the street or any other principal public thoroughfare, but not including such length along an alley, watercourse, railroad, street or thoroughfare with no permitted access.

Logo signs means any sign whose single feature is a reproduction of the common recognized logo of the company and/or product.

Marquee means any permanent rooflike structure projection beyond a building or wall, generally designed and constructed to provide protection from the weather.

Monument sign means any on premises sign which is mounted directly to the ground having a foundation or pedestal that is at least 60 percent of the width of the actual sign structure and meeting the standards for height set for monument signs.

Movable, freestanding sign means any sign not affixed to or erected into the ground.

Off-premises sign means any sign which advertises products, development projects, services, or business establishments which are not located, conducted, manufactured, or sold upon the same premises upon which the sign is erected.

On-premises sign means any sign which advertises products, services, development projects, or business establishments which are located, conducted, manufactured or sold upon the same premises on which the sign is erected. "On premises" may include separate parcels that are contiguous to the premises where projects, services, development projects or business establishments are located and owned by the same person or legal entity. Only one sign is permitted on a contiguous parcel.

Outdoor advertising sign. See definition of *on-premises sign*.

Political or campaign sign means any sign or document that advocates the election or defeat of a candidate for public office, or the approval or defeat of a ballot proposition.

Projecting sign means any sign attached to a building or structural wall and extending horizontally outward from such wall more than 18 inches.

Public event banner means a banner pertaining to festivals or events which is installed as a temporary sign. Installation of [public event banners across-within the SR-9 right-of-way](#) is ~~generally not permitted without~~ [only permitted with](#) special permission of the City Council.

Public information sign means signs presenting travel information and signs concerning historic and scenic sites, public recreation facilities, miscellaneous instructions and warnings.

Reader board means a sign with manually changeable copy such as gas station prices, school events, etc.

Real property means land or real estate, with or without structures; not goods or services.

Residential zone or district means any zone which is designated by the prefix "R" in this title.

Roof sign means any sign which is erected upon or over the roof or over a parapet of any building or structure.

~~*Scenic byway* means a road that possesses outstanding scenic, recreational, historical, educational, scientific or cultural values or features. The designation can be made by federal or state agencies.~~

Sign means any words, lettering, parts of letters, [documents](#), figures, numerals, phrases, sentences, devices, designs, pictures, trade names or trademarks by which anything is made known, such as are used to designate a firm, association, corporation, profession, [person](#), [proposition](#), business or service, whether placed on the ground, rocks, trees, stumps, or other natural objects, or on a building, wall, roof, frame, support, fence or other manmade structure, which are visible from any public street, public highway or public road right-of-way. For the purpose of this chapter, the word "sign" does not include the flag, pennant or insignia of any nation, state, City or other political unit, or of a nonprofit organization. It shall not include, further, any official notice issued by any court, public body or officer, or directional, warning or informational sign or structure required or authorized by law.

Sign area means the area of a sign that is used for display purposes, excluding the minimum frame and supports. In computing sign area, only one side of a double faced sign covering the same subject shall be computed. For signs that do not have a frame or a separate background, sign area shall be computed on the basis of the least rectangle, triangle or circle large enough to frame the display on one face. An electronic message center will be included in calculation of overall sign area.

Temporary means a period not to exceed ~~six months~~ [sixty \(60\) days](#).

Time and temperature device means any mechanism that displays the time and/or temperature, but does not display any commercial advertising or identification.

Wall signs means any sign posted, or painted upon, suspended from, or otherwise affixed to a wall, fascia, canopy, or marquee of a building located on the site to which the sign pertains.

Wind sign means any propeller, [spinner](#), [whirligig](#), or similar commercial [advertising](#) device which is designed to flutter, [spin](#), rotate, or display other movement under the influence of wind. This definition shall not include pennants, flags, or banners.

(Ord. 2014-3A, 3-6-2014)

Sec. 10-36-3. General requirements.

The following general requirements shall apply to all signs and outdoor advertising structures which may be erected or maintained within the City:

- A. *Sign approval.* Except as otherwise provided, it shall be illegal to erect or maintain any sign or outdoor advertising structure in the City without first obtaining the approval of the City for said sign or advertising structure, the granting of which shall be based upon the provisions of this chapter.

Approval shall not be required for temporary nonelectrical wall and nonelectrical freestanding signs of less than six square feet in area.

- B. *Permits.* The approval of the City shall be evidenced by a permit issued by the Zoning Administrator in accordance with the provisions of section 10-7-15, sign permit, of this title.

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- C. *Animated signs.* ~~Animated signs are prohibited. No strobing, flashing, or rotating signs are permitted.~~
- D. *Sound or emissions.* ~~No sign shall be designed for the purpose of emitting sound, smoke, or steam. Signs shall not make noise, flutter in the wind, or emit smoke or steam. Pennants, streamers, and inflatable objects are also prohibited unless permitted under subsection (J) of this section below.~~
- E. *Movable and ~~temporary non-permanent~~ freestanding signs.* Except as otherwise provided in this chapter, all ~~off premises,~~ movable and ~~temporary non-permanent~~ freestanding signs, including, but not limited to, movable, freestanding, ~~and~~ A-frame signs, are prohibited ~~off premises~~. This prohibition shall include signs mounted or painted upon vehicles or trailers which are parked in any location for the purpose of calling attention to or advertising a person, place, or thing. ~~"Temporary" shall be construed to mean a period not to exceed 30 days.~~
- ~~Movable A-frame signs displaying a menu or special message in front of a place of business to be displayed during open hours of the business may be approved subject to a maximum size of 30 inches by 36 inches. Such signs require a permit and must be stored inside the place of business outside of regular business hours and may not obstruct the flow of pedestrian traffic on the sidewalk or be placed on the street.~~
- F. *Off premises billboard signs and off premises outdoor advertising structures.* Off premises billboard signs and off premises outdoor advertising structures are not permitted in any location within the City. ~~Conversion of existing billboards, of any size or any description, to electronic or digital billboards is not permitted.~~
- G. *Roof signs.* Roof signs may be permitted upon approval of a design which hides all supporting members. Roof sign area will be included in the total allowed wall sign area for the wall over which the roof sign is erected. Roof signs are not permitted by right.
- H. *Canopy signs.* Signs painted on or affixed to canopies which are part of the building shall be considered part of the total allowed area of wall signs for the wall from which the canopy projects. Signs painted on or affixed to canopies which are freestanding shall be considered part of the total allowable area of freestanding signs for that use. ~~Signs suspended under canopies (marquees) which project over public rights-of-way shall be limited to six square feet.~~ Signs with changeable copy (reader boards) located on marquees of theaters or similar public assembly uses may combine the total allowable area for all building faces as permitted by the City so long as there are no wall signs placed upon building faces other than the face to which the marquee is attached.
- I. *Banner signs.* Banner signs will be permitted under the following conditions:
1. Sign must be mounted or displayed on the face of a building or affixed to supporting poles or on a permanent fence in such a manner as to prevent
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displacement by wind or other cause. Location of banner sign must be such that safe sight distances are maintained for pedestrian and vehicular traffic.

2. Sign may not be larger than 100 square feet.
 3. For grand opening promotions, banner signs may be displayed for 60 consecutive days (only one such display per business location).
 4. For new businesses without permanent signs, a banner sign may be permitted for up to six months. One six-month extension may be granted by the [Planning Commission Zoning Administrator](#).
 5. For ~~bankruptcy or~~ going out of business promotions, banner signs may be displayed for 60 consecutive days (only one such display per business license).
 6. For all other sales and events, banner signs may be displayed for a maximum of 30 days per quarter (a three-month period).
 7. Banner signs which become tattered, worn, or in a state of disrepair must be immediately removed, regardless of time limits. However, a replacement banner sign with the same message may be erected for the remainder of the time limit.
- J. *Floating signs.* Such signs may be permitted [by the Zoning Administrator](#) as a temporary use for special events, sales, or similar occasions for a time period not exceeding 21 days. One such 21-day period may be approved in each three-month period.
- K. *Political or campaign signs.* Political or campaign signs are permitted under the following conditions:
1. Such signs must advocate for the election or defeat of a candidate for public office, or for the approval or defeat of a ballot proposition.
 2. Such signs shall not be erected or maintained within any public right-of-way or park strip, nor shall such signs.
 3. Such signs shall not be attached to a utility pole, light pole, an electric utility box, traffic signs, street signs, utility poles, mail boxes, a traffic control device, or any railroad sign or signal.
 4. Political or campaign signs may be allowed on certain City-owned or controlled properties if identified in a resolution approved by the Hurricane City Council. Such signs on City-owned or controlled property shall only be displayed during Federal, State, or Local elections periods. The election period begins upon the first election deadline for candidates to file a declaration of candidacy for the applicable election. Political signs shall be removed from the city-owned or controlled property within three (3) business days after the general election or the defeat of the candidate or ballot proposition, whichever occurs first. Political signs regarding candidates that are defeated in a primary election shall be

removed from the property within three (3) business days after the primary election.

5. Such signs shall not constitute a safety hazard, obstruct views, or create a nuisance.
6. Such signs shall not be erected, constructed, or maintained upon any property without the consent of the owner or person entitled to possession of the property.
7. Such signs shall not be located within 150 feet of a building that is serving as a polling place for an election on an election day. (UCA 20A-3-501)
8. Such signs shall comply with all state laws governing political signs and political advertising.

L. *Electronic message centers (EMC).* Electronic messaging signs shall comply with the following standards:

1. Shall not have an interval between message changes more frequent than eight (8) seconds. No portion of the message may flash, strobe, or blink. The images and messages displayed must be complete in themselves, without continuation in content to the next image or message or to any other sign.
2. Shall be located at least three hundred (300) feet from any residence as measured from any part of EMC to the nearest property line of the residence. This distance may be reduced to one hundred fifty (150) feet if no portion of the EMC display face or viewing surface is visible from the residence.
3. Shall be equipped with both a dimmer control and a photocell that automatically adjusts the display's intensity according to changes in the day/night ambient light levels. In addition, EMCs must have a default mechanism to turn off the sign within twenty-four (24) hours of a reported malfunction.
4. The illumination at no time shall cast a light level greater than three-tenths (3/10) foot candle more than the ambient light level at the location. Light cutoff devices should minimize light above the sign. Foot candle readings shall be measured at ground level and at the distances shown in the table below:

Sign Size (square feet)	Distance From Source
<u>0 to 100</u>	<u>100 feet</u>
<u>101 to 200</u>	<u>150 feet</u>

5. Shall not be located closer than five hundred (500) linear feet from an interstate highway interchange, as measured from any part of the sign to the nearest right-of-way line of the interchange.

MK. Sign Illumination. Lighting fixtures used to illuminate any sign shall be mounted on the top of the sign structure and shielded to prevent the emission of light beyond the sign.

NL. Location. Except as expressly permitted by this Chapter, no sign shall be placed in or on any public right-of-way or park strip, nor shall such signs overhang public property or a public right-of-way. Any sign posted upon public property may be removed immediately by the city, but in no case shall the failure to remove said sign constitute acquiescence or waiver by the city of the illegal placement of the sign. No sign shall be constructed or erected in such a location or manner that it obstructs or unreasonably interferes with an existing sign. Any such sign removed shall not be destroyed within a period less than thirty (30) days from the date of removal.

O. Temporary signs. Temporary signs shall comply with the following standards:

1. All temporary signs require approval of a sign permit.
2. Off premises temporary signs are not allowed.
3. Temporary signs may be attached to existing permanent signs for grand openings or upon the change of ownership or name of the business. Such temporary signs shall only be allowed during the grand opening period or upon the change of ownership or name change period, with neither period of time extending beyond sixty (60) days.
4. Temporary signs shall not be placed in or over a public right of way, or otherwise impair the visibility of traffic, constitute a vehicular or pedestrian traffic hazard, or cause a public nuisance of any kind. No temporary sign shall be attached to a utility pole, fence or tree. They must be firmly secured to the building or ground.
5. Temporary signs may be attached to existing permanent signs for grand openings or upon the change of ownership or name of the business. Such temporary signs shall only be allowed during the grand opening period or upon the change of ownership or name change period, with neither period of time extending beyond sixty (60) days.
6. Other events intending to use temporary signs may be permitted for up to sixty (60) days upon approval of a sign permit.

(Ord. 2008-4, 3-6-2008; Ord. 2009-03, 3-19-2009; Ord. 2009-18, 11-19-2009; Ord. 2014-3A, 3-6-2014)

Sec. 10-36-4. Violation and remedies.

It is unlawful to erect or maintain a sign contrary to the provisions of this chapter. If a sign is erected or maintained in violation of this chapter, it shall be deemed a class C misdemeanor and upon conviction, subject to penalty as provided in section 1-4-1 of this Code.

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- A.** In addition to the remedies and enforcement procedures outlined in chapter 9 of this title, the City may invoke the following remedies:
1. Order the defect corrected within a period of time, not exceeding 60 days from the date of notice or the time established by an agreement signed by the Zoning Administrator, if correction of the defect will bring the subject sign into compliance with the provisions of this chapter; or
 2. If the defect cannot be corrected without resulting in a violation of the provisions of this chapter, order that the subject sign be removed by and at the expense of the owner of the sign, within a period of time not exceeding 30 days from the date of notice.
- B.** It is unlawful to erect or maintain a sign contrary to the provisions of this chapter. If a sign is erected or maintained in violation of this chapter, the City may do the following:
1. Order the defect corrected within a fixed period of time, not exceeding 30 days, if correction of the defect will bring the subject sign into compliance with the provisions of this chapter; but
 2. If correction of the defect will result in a violation of the provisions of this chapter, order that the subject sign be removed by and at the expense of the owner of the sign, within a fixed period of time not exceeding 30 days.
- C.** If the owner of the sign contests the order of the City, the remedy shall be an appeal to the Appeals Board, which appeal shall be taken in the time and manner otherwise provided in section 10-7-19 of this title for appeals to the Appeals Board.
- D.** If the owner of the sign fails or refuses to remove the subject sign at the order of the City, the City may remove the sign at any time after the owner thereof exhausts his or her administrative remedies in relation thereto, unless otherwise ordered by a court of law. Removal by the City shall be at the expense of the owner, and the City may obtain judgment against the owner in an amount equal thereto, together with reasonable attorney fees and costs.

(Ord. 2008-4, 3-6-2008; Ord. 2018-12, 10-18-2018)

Sec. 10-36-5. Exceptions.

- A.** This [Chapter](#) shall have no application to signs used exclusively for:
- A.—1.** The display of official notices used by any court or public body or official, or the posting of notices by any public officer in the performance of a duty, or by any person giving legal notice.
 - B.—2.** Directional, warning, or informational signs of a public or semipublic nature, erected and maintained by an official body or public utility.
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- C.—3. Any sign of a noncommercial nature when used to protect the health, safety, or welfare of the general public.
 - D.—4. Any official flag, pennant or insignia of any nation, state, City-city, or other political unit.
 - E.—5. Time and temperature signs and elements of commercial signs which convey only time, temperature, or weather conditions.
- B. This Chapter shall not regulate flag poles displaying any official flag, pennant, or insignia of any nation, state, city, or other political unit; provided, however, that such flag poles in residential or residential agriculture zones shall not exceed 25 feet in height and may not exceed one flag pole per lot or parcel. In zones other than residential or residential agriculture, any flag pole exceeding 35 feet in height shall submit information to the Zoning Administrator verifying to the Zoning Administrator's satisfaction that the pole is not a danger to the public's health and safety and meets all applicable engineering requirements.

(Ord. 2008-4, 3-6-2008)

Sec. 10-36-6. Location standards.

All signs and outdoor advertising structures shall comply with the following location requirements:

- A. *Not obstruct, interfere.* No sign shall be erected in such a manner that any portion of the sign or its support will interfere with the use of any fire escape, exit or standpipe, or obstruct any required stairway, door, ventilator or window. No sign or its support shall create a visual obstruction and shall be erected to comply with the supplemental development standards in subsection 10-37-9E of this title.
- B. *Sight triangle.* No freestanding or projecting sign shall be erected at any intersection improved for vehicular traffic within a triangular area formed by the property lines and their projections and a line connecting them at points 25 feet from the intersections of the projecting property lines; ~~unless same in its entirety is less than three feet, or more than eight feet above the curb grade, no part of its means of support has a single or joined horizontal dimension exceeding 12 inches, or said sign is within an area in which a building or structure is permitted by the provisions of the respective zone.~~
- C. *Utility clearance.* No sign shall be erected or maintained which has less horizontal or vertical clearance from communication lines and energized electrical power lines than that prescribed by the laws of the state or rules and regulations duly promulgated by agencies thereof or by electrical utility providers. No signs shall be erected or maintained on any utility pole except by the utility company itself.

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- D. *Clearance; public, private ways.* No sign shall be erected in such a manner that any portion of the sign or its support will extend over a public or private walkway with a minimum clearance of less than ten feet.

(Ord. 2008-4, 3-6-2008)

Sec. 10-36-7. Sign development standards.

- A. Monument signs are encouraged in all planned commercial zones and commercial zones located along the commercial corridor of SR-9.
- B. Monument signs are required in all other zones including planned developments, project entrances, historical zones, and park, church, and school sites.
- C. Wall signs shall be so placed as to utilize existing architectural features of a building without obscuring them. Wall signs shall be oriented toward pedestrians or vehicles within close proximity to the sign.

The area of wall sign shall be no greater than 2025 percent of the total square footage of the wall where it is located. Marquee, canopy, and roof signs shall be considered part of the 2025 percent area limit.

No part of any such sign shall extend above the top level of the wall upon, or in front of, which it is located.

No such sign, including any light box or structural part, shall project more than 18 inches from the face of the part of the building to which it is attached. No copy is permitted on the sides of any such sign.

- D. Freestanding signs. There may be one such sign per frontage on properties with up to 200 feet of frontage. for each 200 feet of frontage of the property, plus one One additional sign may be permitted for each additional 200 feet-foot of frontage. In the case of a parcel of property having multiple occupancies with a common frontage, the frontage shall be deemed to be that of the entire commonly used parcel of property and not the frontage of individual businesses or occupancies.

~~Such signs shall not exceed 35 feet in height.~~

~~No such sign shall project more than 15 feet into any required front yard.~~

- ~~E. New buildings or clusters of buildings having more than one tenant or use shall provide a sign plan for the entire structure or project. The sign plan must be designated so that it establishes a common theme or design, uses similar construction methods, has compatible colors, lettering, lettering styles, scale, symbols, and size of signs and backgrounds. Only one freestanding sign may be allowed, if permitted by this chapter, for clusters of buildings. Individual businesses may be identified on the same sign. The Planning Commission may approve a sign in excess of the maximum size permitted by this chapter when considering the overall sign plan.~~

EF. Signs which become tattered, worn, or in a state of disrepair must be removed if not repaired within 21 days of written notice by City to sign owner.

(Ord. 2008-4, 3-6-2008; Ord. 2014-3A, 3-6-2014)

Sec. 10-36-8. Special purpose signs.

In addition to any other permitted signs, signs for special purposes set forth in this section shall be permitted as provided herein:

- A. *For sale, rent or lease signs.* In all zoning districts, signs may be erected to advertise the sale, rent or lease of property upon which said signs are placed. Said signs shall be limited to one sign per street face, unless otherwise provided by the zoning provisions, and shall not exceed an area of six square feet in residential zones or 25 square feet in nonresidential zoning districts. Said signs shall be exempt from project plan approval.
- B. *Directory signs.* In all districts where group occupancies in office buildings, commercial buildings, or industrial buildings are permitted, directory signs may be erected displaying the names of occupants of a building who are engaged in a particular profession, business or industrial pursuit. Said sign shall be situated at least 15 feet inside the property line and shall not exceed 12 feet in height. Said sign shall not exceed an area of 100 square feet and shall not be placed within a clear vision area of a corner lot as set forth in section 10-37-9 of this title.
- C. *Construction project signs.* Signs may be erected in conjunction with construction projects and used for the purpose of publicizing the future occupants of the building, architects, engineers and construction organizations participating in the project; and such other information as may be approved by the Zoning Administrator. In residential districts, no such sign shall exceed 100 square feet in area. In other districts, no such sign shall exceed an area of 200 square feet, and no freestanding sign shall exceed 12 feet in height. All such signs shall be removed before final inspection.
- D. *Directional signs.* Directional signs may be erected for the purpose of facilitating or controlling the efficient or safe movement of pedestrians or vehicles on or into private property. If a directional sign is not located on the property or properties to which it pertains, it may not be located on another property that contains more than one other directional sign. Consent of the other property owner, lessee, or occupant is required. No such sign shall exceed 16 square feet.
- E. *Open house signs.* Open house signs advertising real estate open for inspection for a prospective sale may be placed on private property in all districts with the consent of the owner, lessee or occupant. Such signs may state the name of the person or firm sponsoring the open house. Such signs shall not exceed six square feet. No more than two such signs may be placed on any one parcel of private property at the same time.

-
- F. *Church, quasi-public organizations and apartment house identification signs.* In all districts, a church or quasi-public organization may erect one wall sign on the premises to identify the name of the organization and announce activities thereof. Apartment houses of five or more dwelling units may erect one wall sign on the premises to identify only the name of the apartment complex and to indicate a vacancy. Said wall sign shall not exceed an area of 32 square feet, and may be mounted upon a freestanding, ornamental structure if approved by the Zoning Administrator.
 - G. *Bus bench signs.* In all zones, bus bench signs are prohibited.
 - H. *Development promotional and directional signs.* Two development promotional signs facing different directions may be placed on the premises of each subdivision, planned development, or condominium project having five or more lots or approved dwelling units. Said promotional sign may have an area of 64 square feet. Two additional promotional signs facing different directions may be placed on the premises of each subdivision, planned development or condominium project having two or more separate, major points of access at each major access point. All of the above signs shall be removed not later than 30 days following the sale of all lots in said development.
 - I. *Yard/garage sale signs.* Such signs may be posted only for those sales conducted in compliance with subsection 10-48-3C of this title.
 - J. *Entry feature sign.* Such signs may be constructed at entrances of residential or commercial projects subject to all the safety and visibility provisions of this title.

(Ord. 2008-4, 3-6-2008; Ord. 2012-2, 4-19-2012)

Sec. 10-36-9. Classification of signs.

Every sign erected or proposed to be erected within the City shall be classified in accordance with the definitions of signs contained in this chapter. Any sign which does not clearly fall within one of the classifications shall be placed in the classification which the sign, in view of its design, location and purpose, most clearly approximates by the Zoning Administrator.

(Ord. 2008-4, 3-6-2008)

Sec. 10-36-10. Signs permitted in agricultural (A) and residential (R) zones and noncommercial uses.

No sign shall be erected in any agricultural or any residential zones or for noncommercial uses except that [\(a\) political signs may be erected in all zones in compliance with this Chapter and \(b\)](#) certain special purpose signs may be erected in all zones in compliance with the provisions of section 10-36-~~6~~8 of this chapter.

(Ord. 2008-4, 3-6-2008)

Sec. 10-36-11. Signs permitted in other zones.

For those zoning districts which do not have sign regulations as a part of the zone provisions, and for those which are not readily placed into classifications referred to in preceding sections, the Planning Commission shall classify said zones as either: residential (R); agricultural (A); commercial (C); or industrial (I) zones, depending upon the similarity of the characteristics and permitted uses of said zone to those already classified. When such a classification has been made by the City, the sign provisions applying to the respective classification shall apply to said zones.

(Ord. 2008-4, 3-6-2008)

Sec. 10-36-12. Off premises advertising structures.

- A. *Prohibition of new off premises signs.* Except for off premises public information and logo signs meeting the size, shape, color and other requirements described in subsection B2 of this section, no permits shall be issued for the construction of off premises signs or outdoor advertising structures. All lawfully existing off premises signs and outdoor advertising structures as of the adoption of this chapter are declared nonconforming uses in all zones of the City.
- B. *Public information and logo signs.*
1. Off premises public information signs are permitted pursuant to this section for the purpose of directing the traveling public to points of interest, historical sites and other locations of interest, approved as such by the City. Specifications for off premises information signs are as set forth in the Manual of Uniform Traffic Control Devices for Streets and Highways and all such signs shall comply with those specifications.
 2. Off premises "logo" signs within a Utah Department of Transportation (UDOT) right-of-way are permitted under this section for the purpose of directing the traveling and general public to business establishments which provide lodging, food, camping, gas or other services. Identified by ~~the state department of transportation-UDOT~~ as the "logo sign program," "Outdoor Advertising Control" program, these signs shall comply with the following regulations:
 - a. iIn constructing and maintaining a logo sign, ~~program of signs~~, the owner and installation contractor shall comply with and adhere to all applicable state and federal laws and regulations, and to UDOT policy and procedure.
- C. *City may amortize.* The City may acquire title to off premises nonconforming signs or outdoor advertising structures by gift, purchase, agreement, exchange or eminent domain,

and shall have the right to amortize off-premises nonconforming signs as permitted by state or federal law.

(Ord. 2008-4, 3-6-2008)

Sec. 10-36-13. Nonconforming signs.

A. *On premises signs.* All on premises or appurtenant signs which have been made nonconforming by the adoption of provisions contained within this chapter shall be subject to the following regulations:

1. *Unsafe signs.* Any sign or portion thereof declared unsafe by a proper public authority must be restored to a safe condition or removed within 30 days of mailing or otherwise given notice of the unsafe condition.
2. *Alterations.* A nonconforming sign shall not be reconstructed, raised, moved, placed, extended or enlarged or other alteration made unless said sign is changed so as to conform to all provisions of this chapter. "Alterations" shall also mean that changing of the text or message on the sign from one use of the premises to another use of the premises and the changing of the ownership of the sign when that ownership necessitates a change in the text or message of the sign. "Alterations" shall not be interpreted to include changing the text or copy on off premises advertising signs, theater signs, outdoor bulletins or other similar signs which are designed to accommodate changeable copy.
3. *Restoration.* Nonconforming signs which have been allowed to deteriorate or which have been damaged by fire, explosion, act of God, act of a public enemy, or damaged by any other cause, to the extent of more than 60 percent of its assessed value shall, if repaired or rebuilt, be repaired or rebuilt in conformity with the regulations of this chapter or shall be removed.

B. *Off premises signs.* All off premises signs which are made nonconforming uses by the provisions of this chapter shall be subject to the provisions of Utah Code Annotated sections 10-9a-511, 10-9a-512, and 10-9a-513 or subsequent amendments.

(Ord. 2008-4, 3-6-2008)

Sec. 10-36-14. Sign features and requirements by zone.

TABLE 10-36-1

<u>Zone</u>	Agricultural/ Residential	Commercial	Industrial	SR-9
Sign type				
On premises signs:				
Canopy	N	P	P	P

Entry feature	P	P	P	P
Fascia	N	P	P	P
Freestanding	N	P	P	P
Marquee	N	P	P	P
Monument	N	P	P	P
Wall	N	P	P	P
Window	N	P	P	P
Off premises signs	N	N	N	N
Sign effects and copy content				
On premises signs:				
Animated	N	<u>NP</u>	<u>NP</u>	<u>NP</u>
Changeable copy	N	P	P	P
Electronic message center	N	P	P	P
Flashing/ <u>strobing</u>	N	N	N	N
Identification	P	P	P	P
Illuminated	N	P	P	P
Rotating	N	<u>NP</u>	<u>NP</u>	<u>NP</u>
Off premises signs	N	N	N	N
Sign dimensions				
Maximum sign height ¹ :				
Freestanding	n/a	35'	35'	35'
Monument sign	n/a	35'	35'	35'
Maximum sign area ¹ :				
Freestanding	n/a	200 sq. ft.	200 sq. ft.	200 sq. ft.
<u>Electronic message center</u>	<u>n/a</u>	<u>200 sq. ft.</u>	<u>200 sq. ft.</u>	<u>200 sq. ft.</u>
Home based business	1 window or wall sign, not to exceed 12" x 24" containing business name	1 window or wall sign, not to exceed 12" x 24" containing business name	1 window or wall sign, not to exceed 12" x 24" containing business name	1 window or wall sign, not to exceed 12" x 24" containing business name
Monument sign	n/a	200 sq. ft.	200 sq. ft.	200 sq. ft.
Number of signs (per building or lot)				
On premises signs:				
Canopy	n/a	1	1	1

Entry feature	Per site plan	Per site plan	Per site plan	Per site plan
Fascia	n/a	1	1	1
Freestanding	n/a	1	1	1
Per 200 feet of single project frontage	n/a	1 monument or 1 freestanding	1 monument or 1 freestanding	1 monument or 1 freestanding
Marquee	n/a	1	1	1
Monument	n/a	1	1	1
Wall	n/a	1 <u>per street face</u>	1	1
Window	n/a	1	1	1
Off premises signs	N	N	N	N
Location of signs:				
Minimum clearance under sign	n/a	10'	10'	10'
Minimum support setback from public right-of-way	n/a	5'	5'	5'
Maximum overhang of public right-of-way	n/a	5'	5'	5'
Maximum thickness of sign over public right-of-way	n/a	3'	3'	3'

Notes:

1. The Planning Commission, upon review of a detailed sign plan, may approve a sign in excess of the maximum size and/or height permitted by this chapter if it is determined that the sign meets all of the following standards:
 - a. The proposed sign will not conflict with the intent or purpose of this chapter.
 - b. The proposed location is appropriate for a sign of greater height or size.
 - c. The proposed sign will not present a danger or hazard to the general public or to any public or private property.
 - d. The proposed sign will not be a nuisance or visual detriment to the community.

(Ord. 2014-3A, 3-6-2014)



STAFF COMMENTS

Item: Consideration and possible approval of Zone Change Amendment Ordinance No. ZC26-02 to rezone a property located at 515 N 360 E from Mobile Home/RV Park (MH/RV) to Highway Commercial (HC); File No. ZC26-02; Parcel No. H-SMME-18-B; Interstate Rock Products, applicant; Chase Stratton, agent.

Discussion: The applicant is requesting a zone change from Mobile Home/RV (MH/RV) to Highway Commercial (HC) for a 0.23 acre lot within the Shadow Mountain Estates subdivision, near the corner of 500 N and State Street. The lot is adjacent to a larger parcel also owned by the applicant, and the applicant intends to develop both parcels as a single commercial project. The property was originally owned by the Utah Department of Transportation (UDOT). In 2025, the City facilitated the transfer of this parcel from UDOT to the applicant. In exchange, the applicant agreed to convert the existing 500 N/State Street intersection from a three-way intersection to a four-way intersection. As part of that agreement, the applicant is required to apply for this zone change. This project advances the City's objectives for improving the intersection of 500 N and State Street. A public hearing was held at the March 12, 2026, Planning Commission meeting and one public comment objecting to the requested zone change was received. The objection was from a neighboring property owner who voiced concerns relating to their property values being negatively impacted by a commercially zoned property in close proximity. The Planning Commission discussed the city's obligations under the agreement with the applicant to improve the 500 N/State Street intersection. The commissioners voted 6 to 2 to recommend that the City Council approve the requested zone change. Commissioner Iverson voted "nay" because he felt that he didn't have enough understanding about the agreement, and Commissioner Ballard voted "nay" as well, citing concerns about negative future impacts that a 4-way intersection would have on State Street.

Property Information

Property Size – approx. 0.23 acres

Current Zoning – MH/RV

General Plan – Multifamily

Existing Development – Vacant land

Parcel No. H-SMME-18-B

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

1. Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies? While this zone change does not strictly comply with the “Multifamily” General Plan designation, staff recommends, in this case, that the General Plan not be rigidly applied since the proposal aligns with the intent of the General Plan for commercial development in this area. Nearby properties are designated as “General Commercial,” which designation supports commercial uses that provide retail, employment and service uses for the City, and such developments should be located along major corridors like State Street, and this project would support this goal. The General Plan also supports commercial uses near residential areas to enhance overall connectivity and walkability. Furthermore, the project advances the City’s goals and objectives for improving the intersection of 500 N and State Street.

2. Is the proposed amendment harmonious with the overall character of existing development in the subject property’s vicinity? The adjacent property to the south is already zoned Highway Commercial. There are a number of existing commercial developments in the vicinity of the property. Thus, the proposed zone change is considered harmonious with existing development patterns in the area.

3. Will the proposed amendment adversely affect the adjacent property? Depending on the specific commercial use of the property, there is potential for impacts on the adjacent residential properties. However, staff finds this unlikely due to the small size of the property. Furthermore, converting the 500 N/State St intersection to a four-way intersection will be a benefit to the adjacent neighborhood. Thus, any impacts are not anticipated to be adverse.

4. Are public facilities and services adequate to serve the subject property? The JUC cited no concerns about service availability. Facilities and services were brought in with the remainder of the subdivision and are considered adequate for this development.

Recommendation: Staff recommends approval. – Gary Cupp



STAFF COMMENTS

Agenda Date:	03/12/2026 - Planning Commission
Application Number:	ZC26-02
Type of Application:	Zone Change
Action Type:	Legislative
Applicant:	Interstate Rock Products
Agent:	Chase Stratton
Request:	Approval of a Zone Change from MHRV to HC.
Location:	515 N 360 E
Zoning:	Mobile Home/RV
General Plan Map:	Multifamily
Recommendation:	Recommend approval to the City Council.
Report Prepared by:	Fred Resch III

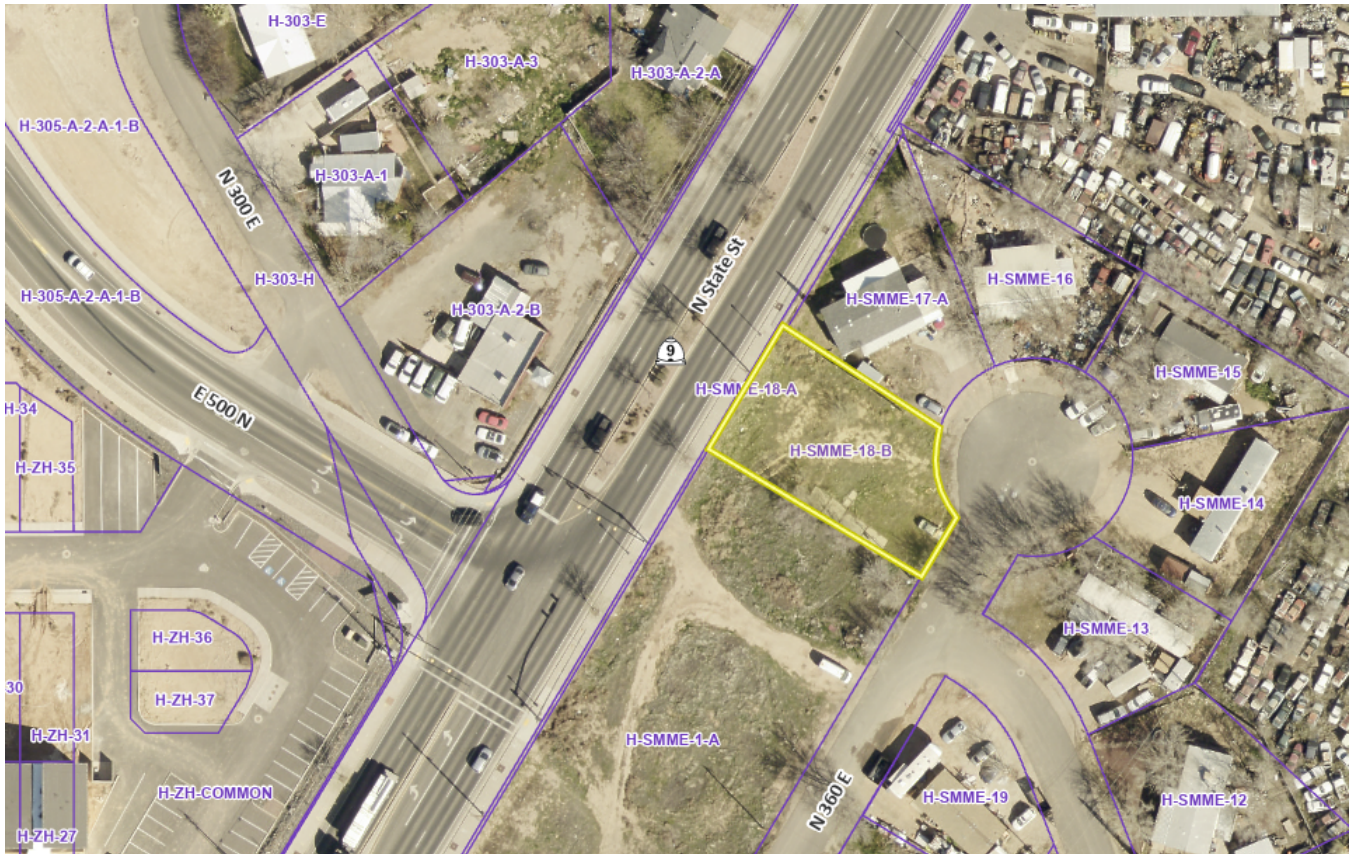
Discussion:

The applicant is requesting a zone change from Mobile Home/RV (MH/RV) to Highway Commercial (HC) for a 0.23 acre lot within the Shadow Mountain Estates subdivision, near the corner of 500 N and State Street. The lot is adjacent to a larger parcel also owned by the applicant, and the applicant intends to develop both parcels as a single commercial project.

The property was originally owned by the Utah Department of Transportation (UDOT). In 2025, the City facilitated the transfer of this parcel from UDOT to the applicant. In exchange, the applicant agreed to convert the existing 500 N/State Street intersection from a three-way intersection to a four-way intersection. This project advances the City’s objectives for improving the intersection of 500 N and State Street.

As part of that agreement, the applicant is required to apply for this zone change.

	Zoning	Adjacent Land Use
North	MH/RV, HC	Residential and Commercial
East	MH/RV	Residential
South	HC	Undeveloped property
West	HC	Residential and Commercial



Vicinity Map

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

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

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

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

Analysis

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

Response: The General Plan Map shows this area as “Multifamily,” which recommends:

Residential neighborhoods with a combination of small-lot single family and multifamily residences that include designated shared open spaces. Each development should consider proximity to 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.

While this zone change does not comply with the General Plan Map, the property to the west is designated as General Commercial which has the purpose of:

Commercial uses that provide retail, employment and service uses for the City. These developments should be located along major corridors.

It is important to note that the mapped boundaries of the General Plan are not intended to be rigidly interpreted or applied. The Planning Commission and City Council have the authority to determine that this proposal aligns with the intent of the General Plan for commercial development in this area. Furthermore, the General Plan supports commercial uses near residential areas to enhance overall connectivity and walkability. Furthermore, the project advances the City’s goals and objectives for improving the intersection of 500 N and State Street.

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

Response: The adjacent property to the south is already zoned Highway Commercial. There are a number of existing commercial developments in the vicinity of the property. Thus, the proposed zone change is considered harmonious with existing development patterns in the area.

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

Response: Depending on the specific commercial use of the property, there is potential for impacts on the adjacent residential properties. However, staff finds this unlikely due to the small size of the property. Furthermore, converting the 500 N/State St intersection to a four-way intersection will be a benefit to the adjacent neighborhood. Thus, any impacts are not anticipated to be adverse.

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

Response: Facilities and services were brought in with the remainder of the subdivision and are considered adequate for this development. The JUC cited no concerns about service availability.

JUC Comments:

Public Works: No comment.

Power: May need to relocate Hurricane City power infrastructure. Rocky Mountain Power transmission lines may also be affected.

Water: Approved.

Streets: Approved

Sewer: Approved.

Engineering: It's anticipated that the area in the proposed zone change will be developed with the existing neighboring Highway Commercial (H-SMME-1-A) and per an existing land transfer and development agreement between Interstate Rock Products and Hurricane City, the existing traffic signal will be converted to a four-way intersection and 500 N will be extended to 360 E. granting this zone change would be consistent with previous commitments by Hurricane City.

Fire: Approved.

Fiber: Approved.

Gas: Approved.

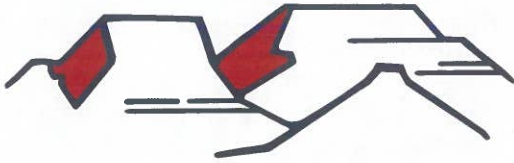
Water Conservancy District: Washington County Water Conservancy District hereby acknowledges that based on the information provided, the plans adequately mitigate interference with district facilities and property interests. The District reserves the right to rescind this acknowledgement if additional information becomes available. The district has not determined whether water will be available for this development and does not hereby make any guarantee of water availability. In addition, the development must conform with applicable district requirements, including but not limited to payment of fees.

Findings:

Staff makes the following findings:

1. While the requested zoning class does not strictly conform to the General Plan Map designation of Multifamily, the commercial nature of the proposal supports several goals and recommendations of the General Plan. These include promoting walkability, connectivity, and appropriate commercial development adjacent to residential uses.
2. While the area is primarily developed with residential uses, the zone change is not out of character and is generally harmonious with the surrounding development pattern.
3. The small size of the property and the applicant's stated intent for the zone change reduce the likelihood of adverse impacts on adjacent residential development.
4. Public services are adequate to serve the property.
5. The project advances the City's goals and objectives for improving the intersection of 500 N and State Street.

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



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: INTERSTATE ROCK PRODUCTS, INC Date: 02/24/2026

Signature:

ZONE CHANGE APPLICATION (General Information)

PURPOSE

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

WHEN REQUIRED

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

REQUIRED CONSIDERATIONS TO APPROVE A ZONE CHANGE

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

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

PROCESS

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

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

Interstate Rock - HC Zone Change Narrative

The property in question on SR-9 near 500 N. The property is currently accessed off of 360 E. We are requesting a zone change so we can combine this parcel with a portion of H-SSME-1-A. This will create a new 0.5 acre commercial lot.

LAND TRANSFER AND DEVELOPMENT AGREEMENT

This LAND TRANSFER AND DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the 1st day of October 2025, by and between Interstate Rock Products, Inc., a Utah corporation (hereinafter “IRP”) and City of Hurricane, Utah, a Utah municipal corporation (hereinafter “Hurricane”) (collectively referred to herein as “Parties”).

RECITALS

WHEREAS, IRP is the record owner of real property located in Hurricane, Utah more specifically identified by Tax Id. No. H-SMME-1-A (hereinafter “IRP Parcel”).

WHEREAS, Hurricane desires 500 North Street to continue East through the IRP Parcel to 360 East Street (hereinafter “500 North Extension”) for better access for the residents and businesses in the area.

WHEREAS, IRP is willing to construct and dedicate the 500 North Extension through the IRP Parcel provided Hurricane conveys an additional parcel to IRP as compensation for the improvements for the 500 North Extension.

WHEREAS, IRP and Hurricane have identified a replacement parcel located adjacent to the IRP Parcel specifically identified by Tx Id. No. H-SMME-18 (hereinafter “UDOT Parcel”).

NOW, THEREFORE, in consideration of the covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IRP and Hurricane hereby agree as follows:

1. **Transfer of UDOT Parcel.** Hurricane is in the process of purchasing the UDOT Parcel from the Utah Department of Transportation. Within thirty (30) days following the closing on the purchase of the UDOT Parcel, Hurricane will transfer the UDOT Parcel to IRP. Within forty-five (45) days following the transfer of the UDOT Parcel to IRP, IRP will apply to rezone the UDOT Parcel to Highway Commercial to match the IRP Parcel zoning. Hurricane will Waive all zone change application fees.

2. **Development of 500 North Extension.** Hurricane desires to have 500 North Street continue through the IRP Parcel to 360 East Street. As part of this Agreement, IRP agrees to engineer and construct the 500 North Extension according to the policies and guidelines of the Utah Department of Transportation and the City of Hurricane.

3. **Engineering and Construction of the 500 North Extension.** The construction of the 500 North Extension by IRP shall commence within one (1) year from the date the UDOT Parcel is transferred to IRP and construction of the 500 North Extension shall be completed within two (2) years from the date the UDOT Parcel is transferred to IRP.

4. **Dedication of 500 North Extension.** The dedication of the 500 North Extension by IRP to Hurricane shall take place as soon as the necessary documents are prepared and recorded

following completion of the construction of the 500 North Extension.

5. **Cooperation by Hurricane.** Hurricane agrees to cooperate with IRP to ensure the engineering plans and drawings for the 500 North Extension are reviewed in a timely manner. Should approval and/or construction of the 500 North Extension be delayed as a result of delays by Hurricane, IRP's time for completion of the 500 North Extension shall be reasonably extended.

6. **Failure to Purchase UDOT Parcel.** If for any reason Hurricane is unable to acquire the UDOT Parcel with six (6) months of the execution of this Agreement by all Parties, this Agreement shall terminate and shall be void.

7. **Miscellaneous Provisions**

A. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. A facsimile signature shall also constitute an original signature of this Agreement.

B. **Notices.** All notices and communications required by or pertaining to this Agreement shall be sent to the parties at the following addresses:

To IRP at:

Interstate Rock Products
42 South 850 West
Hurricane, Utah 84737
Attn: Chase Stratton

To Hurricane at:

Hurricane City
147 N 870 W
Hurricane, UT 84737
Attn: City Manager

C. **Authority to Execute Agreement.** Each party hereto expressly warrants that it has the necessary authority to execute this Agreement on behalf of its governing board or board of directors that each signatory hereto has authority to execute this Agreement on behalf of the respective named party.

D. **Entire Agreement.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include both genders, the term "person" shall include an individual, association, or combination thereof, and the term "Parties" shall include Interstate Rock Products, Inc., a Utah Corporation and City of Hurricane, Utah, a Utah Municipal Corporation and/or any

assignee of such Parties. The word “including” shall mean including, without limitation. The section headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns. Time is of the essence. The provisions of this Agreement shall be construed both as covenants and conditions in the same manner as though the words importing such covenants and conditions were used in each separate provision hereof. The terms and conditions of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party. The Parties acknowledge that each of them has reviewed this Agreement and has had the opportunity to have it reviewed by their attorneys and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. This Agreement represents the entire agreement between the Parties related to the subject matter herein. All other agreements are merged into this Agreement, which cannot be modified except by the written consent of all parties.

E. Severability. If any provisions of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permitted by applicable law) any other provision of this Agreement, the application of any such provision under the circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

F. Parties to Pay Own Costs. The Parties hereto agree to bear their own legal fees and costs arising out of or related to the negotiation and documentation of this Agreement.

G. Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the Parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to Hurricane and IRP; (ii) the development of the IRP Parcel and Hurricane Parcel is a private development; (iii) Hurricane has no interest in or responsibilities for or duty to third parties concerning any improvements to the IRP Parcel and Hurricane Parcel; and (iv) IRP shall have the full power and exclusive control of the IRP Parcel and Hurricane Parcel subject to the obligations of IRP set forth in this Agreement.

H. The Parties agree to undertake such other acts and execute such other documents as may be reasonably necessary to affect the purpose and intent of this Agreement.

I. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

J. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder.

K. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police powers of Hurricane in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances, and regulations after the date of this Agreement. This Agreement is not intended to bind a future governing body of Hurricane to a specific legislative decision.

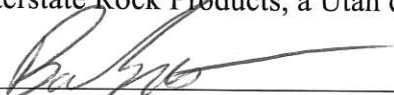
L. Default by IRP. In the event of a default by IRP in the performance of its obligations hereunder, Hurricane shall give written notice to IRP designating such default. IRP shall have a period of thirty (30) days following the effective date of said notice within which to correct, or in the case of a default which is of a nature that cannot reasonably be corrected within thirty (30) days to commence action to correct, the default of which IRP have received notice. In the event that IRP shall fail to correct such default within said thirty (30) day period and thereafter diligently to pursue the same to completion, Hurricane shall have the right: (a) if such default occurs prior to the completion of the obligations set forth herein, to terminate this Agreement and all rights, duties and obligations of the Parties hereunder by giving written notice thereof to IRP, or (b) by legal action to compel performance by IRP of its obligations hereunder and/or recover damages from IRP resulting from said default.

M. Default by Hurricane. In the event of a default by Hurricane in the performance of its obligations hereunder, IRP shall be entitled to the same remedies under the identical conditions as previously set forth in Paragraph 5(L).

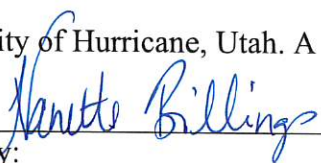
N. If any action is brought because of any breach of or to enforce or interpret any of the provisions of this Agreement, the party prevailing in such action shall be entitled to recover from the other party reasonable attorney's fees and court costs incurred in connection with such action, the amount of which shall be fixed by the court and made a part of any judgment rendered.

IN WITNESS WHEREOF, Interstate Rock Products, Inc., a Utah corporation and City of Hurricane, Utah, a Utah municipal corporation have executed this Agreement as of the date and year first written above.

Interstate Rock Products, a Utah corporation


By: Beau Stratton
Its: President

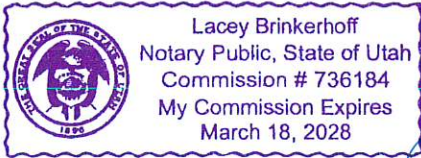
City of Hurricane, Utah. A Utah municipal corporation


By:
Its:

NOTARIES ON FOLLOWING PAGE

STATE OF UTAH)
) :ss.
COUNTY OF WASHINGTON,)

On the 1 day of October 2025, Beau Stratton personally appeared before me and indicated that he is the President of Interstate Rock Products, Inc., a Utah corporation and that the above instrument was signed on behalf of said corporation by authority of its bylaws and acknowledged to me that said company executed the same.

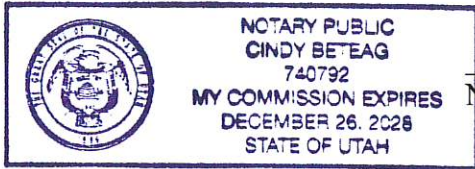


[Handwritten Signature]

NOTARY PUBLIC

STATE OF UTAH)
) :ss.
COUNTY OF WASHINGTON)

On the 6th day of October 2025, Nanette Billings personally appeared before me and indicated that she/he is the Mayor of City of Hurricane, Utah, a Utah municipal corporation and that the above instrument was signed on behalf of said corporation by authority of its governing documents and acknowledged to me that said corporation executed the same.



[Handwritten Signature]

NOTARY PUBLIC

This Land Transfer and Development Agreement was adopted and approved by the Hurricane City Council on the 6th day of October 2025.

Attest: *[Handwritten Signature]*
By: Cindy Beteag
Hurricane Recorder



[SEAL]



H-SMME-18-B - Zoning Map



Legend

- Parcels
- Ownership**
 - U.S. Forest Service
 - U.S. Forest Service Wilderness
 - Bureau of Land Management
 - Bureau of Land Management Wild
 - National Park Service
 - Shivwits Reservation
 - Utah Division of Wildlife Resources
 - Utah Division of Transportation
 - State Park
 - State of Utah
 - Washington County
 - Municipally Owned
 - Privately Owned
 - Water
 - Water Conservancy District
 - State Assessed Oil and Gas
 - Mining Claim

Notes

188.1 0 94.04 188.1 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

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

ORDINANCE NO ZC26-02

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE ZONE CHANGE FOR PARCEL H-SMME-18-B FROM MOBILE HOME/RV PARK (MH/RV) TO HIGHWAY COMMERCIAL (HC)

WHEREAS, Utah Code 10-9a allows Cities to regulate land use within their boundaries; and

WHEREAS, the proposed amendment is generally compatible with the current General Plan; and

WHEREAS, the proposed amendment is generally in harmony with the overall character of the proposed surrounding development; and

WHEREAS, the proposal will not have an adverse impact on the surrounding area; and

WHEREAS, there are adequate facilities to support the proposed zone change; and

WHEREAS, the Planning Commission gave a negative recommendation on the initial proposed zone change, but the Council finds that the application has been adequately revised to address the Planning Commission's concerns.

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF HURRICANE CITY THAT:

That parcel H-SMME-18-B is rezoned from Mobile Home/RV Park (MH/RV) to Highway Commercial (HC).

PASSED AND APPROVED on this 19th day of March 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 March 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	___	___	___	___
Dave Imlay	___	___	___	___
Lynn Excell	___	___	___	___
Amy Werrett	___	___	___	___

Cindy Beteag, City Recorder

EXHIBIT A
ZONING MAP



STAFF COMMENTS

Item: Consideration and possible approval of Zone Change Amendment Ordinance No. ZC26-04 to rezone a property located at 1188 S 920 W from Residential Agriculture RA-1 to Residential Agriculture RA-0.5; File No. ZC26-04; Parcel No. H-3-2-3-335; Marja Riitta Nugent, applicant; Karl Rasmussen, agent.

Discussion: The applicant requests a zone change from Residential Agriculture RA-1 to Residential Agriculture RA-0.5 on a one-acre parcel located on the west side of 920 W and south of 900 S. The applicant has stated that their purpose is to facilitate the sale of the rear portion of the lot to the adjacent property owner. A public hearing was held at the March 12, 2026, Planning Commission meeting and no comments or objections to the requested zone change were received. The Planning Commission had no concerns or issues with the proposed zone change request and voted unanimously to recommend that the City Council approve the requested zone change.

Property Information

Property Size – 1 acre

Current Zoning – RA-1

General Plan – Rural Residential

Existing Development – One single-family residence and several outbuildings.

Parcel No. H-3-2-3-335

Findings:

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

- 1. Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies?*** This is in an area where the General Plan was recently revised to change the designation to Rural Residential; therefore, the proposed zoning complies with the General Plan for the area.
- 2. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity?*** Development in the area is similarly zoned and developed. Thus, the amendment is harmonious with development in the surrounding area.
- 3. Will the proposed amendment adversely affect the adjacent property?*** The applicant's stated

intent is not to create any additional lots, but rather to transfer property to the neighboring property by way of a lot-line adjustment. The proposed amendment is within the area's densities approved by the General Plan and most of the immediately adjacent property is relatively undeveloped or developed in a similar manner as proposed for the subject property.

4. Are public facilities and services adequate to serve the subject property? There are no concerns regarding the adequacy of public facilities to serve this property.

Recommendation: Staff recommends approval. – Gary Cupp



STAFF COMMENTS

Agenda Date:	03/12/2026 - Planning Commission
Application Number:	ZC26-04
Type of Application:	Zone Change
Action Type:	Legislative
Applicant:	Marja Riitta Nugent
Agent:	Karl Rasmussen
Request:	Zone Change from RA-1 to RA-0.5
Location:	1188 S 920 W
Zoning:	RA-1
General Plan Map:	Rural Residential
Recommendation:	Recommend approval to the City Council.
Report Prepared by:	Fred Resch III

Discussion:

The applicant requests a zone change from Residential Agricultural RA-1 to Residential Agricultural RA-0.5 on 1.00 acres located on the west side of 920 W and south of 900 S. The applicant has stated that their purpose is to facilitate the sale of the rear portion of the lot to the adjacent property owner.

	Zoning	Adjacent Land Use
North	RA-1	Single Family Homes, some agriculture
East	RA-1, RA-0.5	Single Family Homes, some agriculture
South	RA-0.5, RA-1	Single Family Homes, some agriculture
West	RA-1	Single Family Homes, some agriculture

Analysis:

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

Response: The General Plan Map shows this area as Rural Residential, which is defined as,
“A transition from agricultural to traditional neighborhoods or commercial uses.
Appropriate densities for this land use include from one unit/40 acres to RA-0.5 and RA-1.”

This is in the area where the General Plan was recently revised to change the designation to Rural Residential; therefore, the proposed zoning complies with the General Plan for the area.

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

Response: Development in the area is zoned and developed similarly. Overall, the amendment is harmonious with development in the area.

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

Response: The applicant's stated intent will not create any additional lots. The proposed amendment is within the area's densities approved by the General Plan and most of the immediately adjacent property is relatively undeveloped or developed in a similar manner as as proposed for the subject property.

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

Response: See JUC comments below. There are no concerns with the adequacy of public facilities to serve this property.

JUC Comments:

The following comments will need to be addressed

1. **Public Works:** Need dedication of required 920 W property.
2. **Power:** [No comments received]
3. **Sewer:** Approved.
4. **Streets:** Approved.
5. **Water:** Approved.
6. **Engineering:** 920 West is an incomplete road. 920 West is a master planned 60' wide road. 13.50' of the master planned road and a 10' public utility easement are needed from the existing property to realize the master plan. The storm drain master plan shows a 48" pipe is needed in 920 west and an 18" pipe is needed on the subject property's south boundary (stormwater seems to converge from the south and west at the SW corner of the site). We don't have dedicated storm drain in the area.
7. **Fire:** Approved.
8. **Cable:** Approved.

9. **Phone:** Approved.
10. **Fiber:** Approved.
11. **Gas:** Approved.
12. **WCWCD:** Washington County Water Conservancy District hereby acknowledges that based on the information provided, the plans adequately mitigate interference with district facilities and property interests. The District reserves the right to rescind this acknowledgement if additional information becomes available. The district has not determined whether water will be available for this development and does not hereby make any guarantee of water availability. In addition, the development must conform with applicable district requirements, including but not limited to payment of fees.

Staff Comments:

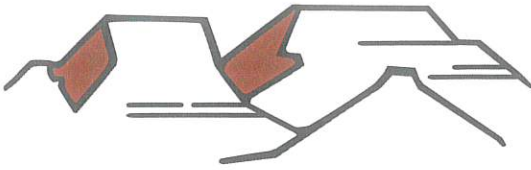
1. 920 W is a master planned minor collector and additional improvements along that roadway may be required as part of a future subdivision application.

Findings:

Staff makes the following findings:

1. The application complies with the standards within the General Plan and General Plan Map.
2. Most of the surrounding development is large lot single family homes.
3. The proposed amendment will not adversely impact the area.
4. Services are anticipated to be adequate to serve the area and proposed project.

Recommendation: The Planning Commission should review this application based upon standards within the Hurricane City Code, and consider any comments received at the public hearing. Staff recommends that the Planning Commission send a recommendation of approval to the City Council subject to staff and JUC comments.



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: Marja Riitta Nugent Date: 2/25/26
Signature: Marja Riitta Nugent

ZONE CHANGE APPLICATION (General Information)

PURPOSE

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

WHEN REQUIRED

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

REQUIRED CONSIDERATIONS TO APPROVE A ZONE CHANGE

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

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

PROCESS

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

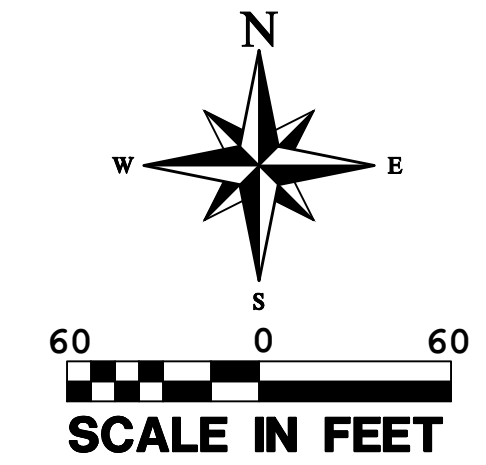
Upon receipt of the Planning Commission recommendation, typically 1-2 weeks after the Planning Commission action, the City Council will consider and act on the Commission's recommendation. The action of the City Council is final. If denied, a similar application generally cannot be heard for a year.

NARRATIVE

The property owner wants to zone change their parcel H-3-2-3-335. It currently is RA-1: Residential Agricultural – 1 unit per acre. They want to change it to RA-0.5: Residential Agricultural - 2 unit per acre. The purpose for this zone change is to be able to sell the back half of the property to an existing property owner.

ZONE CHANGE FOR: RIITTA NUGENT

LOCATED IN SECTION 3, T42S, R13W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH



LEGAL DESCRIPTION

PARCEL #: H-3-2-3-335 FROM DOCUMENT #: 20140023698

BEGINNING AT A POINT 660.30 FEET NORTH FROM THE SOUTHEAST CORNER OF BLOCK FIVE (5) OF THE HURRICANE FIELD SURVEY, AS PLATTED ON THE OFFICIAL MAP OF SAID SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF WASHINGTON COUNTY, STATE OF UTAH, AND RUNNING THENCE WEST 330.00 FEET; THENCE NORTH 132.00 FEET; THENCE EAST 330.00 FEET, THENCE SOUTH 132.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- ZONE RA-0.5: RESIDENTIAL AGRICULTURAL - 2 UNITS PER ACRE
- ZONE RA-1: RESIDENTIAL AGRICULTURAL - 1 UNIT PER ACRE
- ZONE CHANGE FROM RA-1 TO RA-0.5

PARCEL INFORMATION

H-3-2-3-303	0.58	DANIELS ANN NORWOOD TR
H-3-2-3-309	1.00	VISSER NELLY L TR
H-3-2-3-328	1.00	MATHEWS JANET CRAWFORD TR
H-3-2-3-329	1.00	CARISLE NATHAN C
H-3-2-3-33111	4.11	SUSTAINABLE COMMERCIAL SERVICES LLC
H-3-2-3-33112	0.20	METALLIXS FABRICATION FX LLC
H-3-2-3-3318	5.42	GOULDING DUSKY R & NICOLE
H-3-2-3-332	0.91	GOULDING ROBERT L & HELAYNA M A TRS
H-3-2-3-333	0.90	HOUGHTON ROGER SCOTT & DEBRA B
H-3-2-3-334	0.91	WILLIAM BILLINGS
H-3-2-3-337	0.85	SEEGMILLER ROGER K TR
H-3-2-3-338	0.60	HAWKINS AUSTIN TODD
H-3-2-3-340	0.34	BEECHER MARGARET ANN
H-3-2-3-3481	1.03	TYLER BARTON
H-3-2-3-353	0.57	WHITAKER WAYNE O & DIANE H TRS
H-3-2-3-354	0.58	STEPHAN DAN MARTIN & CAROL
H-3-2-3-368	0.60	TERESA HARRIS

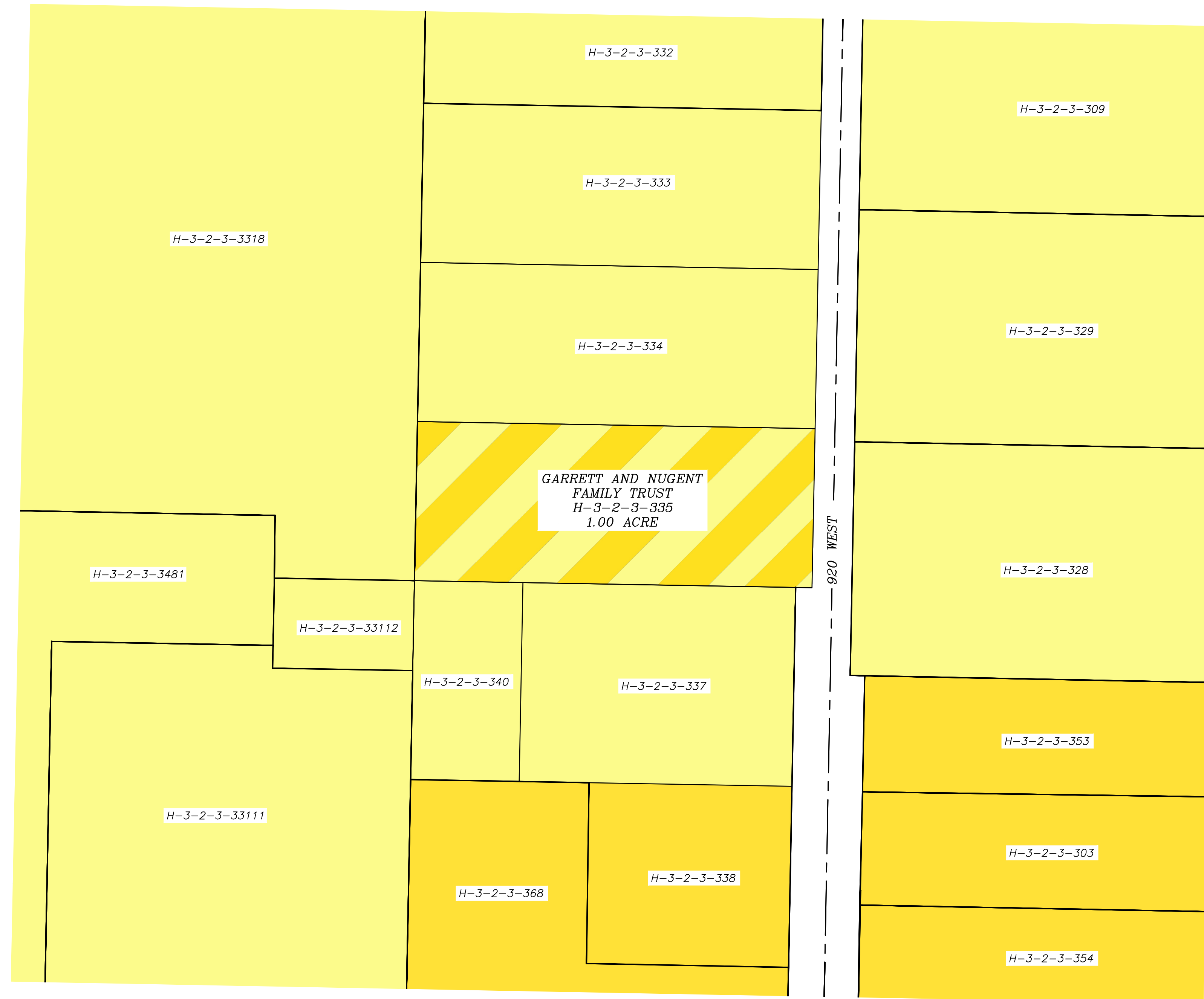
OWNER(S):

GARRETT AND NUGENT
FAMILY TRUST
1188 S 920 W
HURRICANE, UT 84737

**PROJECT
LOCATION**



VICINITY MAP
N.T.S.



NO	REVISIONS	DESCRIPTION	DATE	BY

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

ZONE CHANGE FOR:
RIITTA NUGENT
 LOCATED IN SECTION 3, T42S, R13W, S.L.B.&M.
 HURRICANE CITY, WASHINGTON COUNTY, UTAH

DATE	2/26/2026
SCALE	1"=60'
JOB NO.	844-001
SHEET NO.	1 OF 1

1 OF 1

COPYRIGHT © 2023 PROVALUE ENGINEERING INC.
 844-001 ZONE CHANGE MAP.DWG

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE ZONE CHANGE FOR PARCEL H-3-2-3-335 FROM RESIDENTIAL AGRICULTURE 1 (RA-1) TO RESIDENTIAL AGRICULTURE 0.5 (RA-0.5)

WHEREAS, Utah Code 10-9a allows Cities to regulate land use within their boundaries; and

WHEREAS, the proposed amendment is generally compatible with the current General Plan; and

WHEREAS, the proposed amendment is generally in harmony with the overall character of the proposed surrounding development; and

WHEREAS, the proposal will not have an adverse impact on the surrounding area; and

WHEREAS, there are adequate facilities to support the proposed zone change; and

WHEREAS, the Planning Commission gave a negative recommendation on the initial proposed zone change, but the Council finds that the application has been adequately revised to address the Planning Commission's concerns.

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF HURRICANE CITY THAT:

That parcel H-3-2-3-335 is rezoned from Residential Agriculture 1 (RA-1) to Residential Agriculture 0.5 (RA-0.5).

PASSED AND APPROVED on this 19th day of March 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 March 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	___	___	___	___
Dave Imlay	___	___	___	___
Lynn Excell	___	___	___	___
Amy Werrett	___	___	___	___

Cindy Beteag, City Recorder

EXHIBIT A
ZONING MAP



STAFF COMMENTS

Item: Consideration and possible approval of Resolution 2026-16 Authorizing and Approving the Amended and Restated Power Pooling Agreement with Utah Associated Municipal Power Systems; and related matters.

Discussion: At the Power Board meeting on 3/11/26, the Power Board unanimously recommended approval to the City Council of the Resolution authorizing and approving the Amended and Restated Power Pooling Agreement. This agreement is necessary to be updated to comply with the changing power landscape under the new Extended Day Ahead Market (EDAM). Each UAMPS member had time to review the amendments with their attorneys and provide input to get to this final agreement. Dayton Hall has reviewed the agreement and doesn't see anything concerning to him. – Crystal Wright

Findings:

Recommendation:

Amended & Restated Pooling Agreement
Governing Board Talking Points
February 2026

Purpose

- Update the 1980 Pooling Agreement to support mandatory participation in organized wholesale power markets.
- Align UAMPS operations with PacifiCorp's entry into the Extended Day-Ahead Market (EDAM) effective May 2026.
- Provide a clear, modern framework for governance, planning, cost allocation, and risk management.

Why This Is Needed Now

- PacifiCorp's participation in EDAM requires UAMPS and its members to comply with centralized market rules.
- The current Pooling Agreement was designed for a bilateral market and does not address today's market complexity.
- The amended agreement ensures continued, compliant participation while preserving UAMPS' agency role.

Key Changes

- Obligates Participants to purchase power and resource sufficiency requirements in excess of owned resources through UAMPS.
- Establishes formal market planning tools, including:
 - Annual Purchase Plan
 - Load and Resource Forecasts
 - Resource Sufficiency Obligations
- Authorizes UAMPS to make market purchases on behalf of Participants under an approved plan.

Governance & Oversight

- Creates a Project Management Committee (PMC), consistent with other UAMPS projects.
- One voting representative per Participant; PMC actions require board ratification.
- Establishes an advisory committee to support policy development and operational practices.
- Requires an annual internal audit of market operations and settlements.

Cost Allocation & Financial Protections

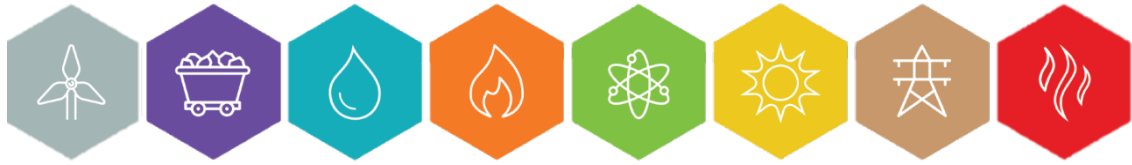
- Costs and revenues directly attributable to a Participant are allocated to that Participant.
- Shared costs are allocated based on Load Ratio Share or another PMC-approved method.
- Incorporates payment obligations, rate covenant, audit rights, and transparency provisions that support credit strength.

Term & Effectiveness

- Effective May 1, 2026.
- Replaces the existing Pooling Agreement in its entirety.
- Remains in effect unless terminated with five years' notice (shorter period requires PMC approval).

Participants Governing Board Approval

- Approve authorizing resolution approving the execution of the Amended and Restated Pooling Agreement
- Seek approval 30 days prior to the effective date of May 1, 2026



UAMPS

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

AMENDED AND RESTATED POOLING AGREEMENT

Participant's
Governing Board
Presentation

WHY NOW?

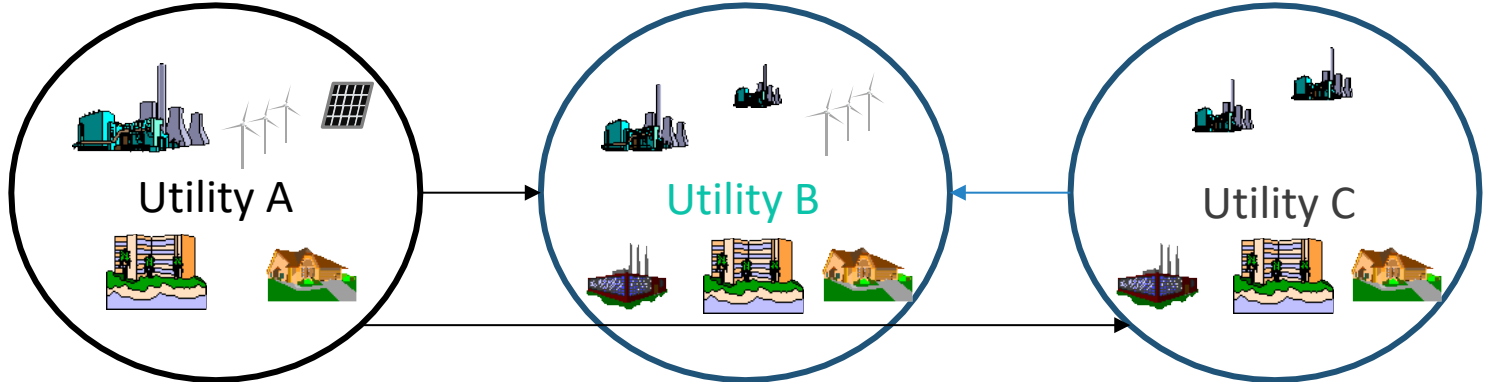
- PacifiCorp **joined** the Extended Day-Ahead Market (EDAM) effective May 2026
- Since UAMPS is in the PacifiCorp Balancing Authority, UAMPS is **required** to participate in EDAM
- UAMPS is modernizing the Power Pooling Agreement to meet this **mandatory** participation in EDAM and for other updates to **reflect operational changes in the last 40 years**

PURPOSE AND CONTEXT

- **Original Pooling Agreement (1980)**
 - ★ Established a basic power pooling framework among UAMPS members
 - ★ Focused on bilateral power purchases, scheduling, and surplus sales to the UAMPS pool
- **Amended & Restated Pooling Agreement (2026)**
 - ★ Modernizes the pooling structure to include both bilateral and market transactions
 - ★ Explains how settlements, revenues and charges will be allocated; adds legal terms to support financing and protect all members
 - ★ Flexible to allow for member autonomy and consistent with UAMPS Mission, Vision, and Values

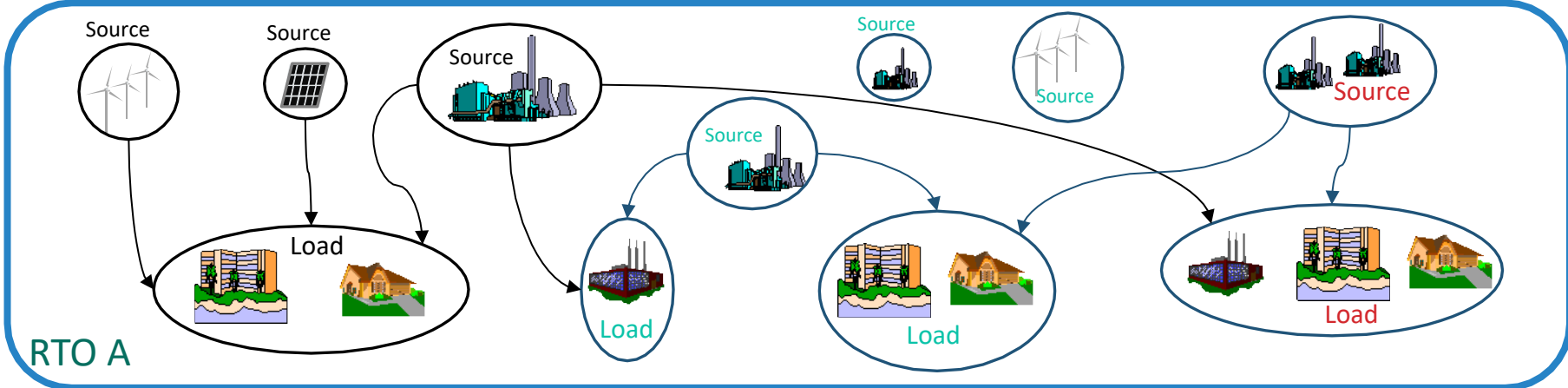
TRANSITION TO CENTRALIZED MARKETS

Bilateral Environment



Load and resources are balanced per each utility

Centralized Market Environment



Separates load and resources

UTILITY CENTRALIZED MARKET BUSINESS MODEL

Same:

- Primary objective is **still to keep the lights on and minimize costs**
- **Oversee operation** of your generation, transmission, & load (demand) and utilize UAMPS shared services model for the economic benefit of members

Different:

- **Separation between generation and load**
- **Utility's load is served by the market** - through lowest cost market-supplied resources
- Utility sells generation into market – transaction counterparty is the organized market

HISTORICAL AND FUTURE POOL OPERATIONS

- **Original Pooling Agreement (1980)**
 - ★ Power purchases classified as planned or unplanned
 - ★ Pricing for unplanned purchases determined within pool at time of scheduling
- **Amended & Restated Pooling Agreement (2026)**
 - ★ Explicitly supports participation in organized wholesale market
 - ★ Introduces:
 - ★ Annual Purchase Plans
 - ★ Required Load and Resource Forecasts
 - ★ Resource Sufficiency Obligations
 - ★ UAMPS participates in the EDAM market and manages settlements

MAJOR DIFFERENCE

- Obligates Participants to purchase all of its **power requirements** and associated **Resource Sufficiency Obligation** in excess of its owned resources from UAMPS
- Authorizes UAMPS to make market purchases without additional authorization pursuant to the Annual Purchase Plan
 - to meet market resource sufficiency obligations, and
 - to meet forecasted deficiency
- Annually, Participants can elect to **withdraw their authorization (“opt out”)** for UAMPS to make purchases on their behalf in the Annual Purchase Plan
 - ★ Regardless of opt out status, UAMPS is authorized to make market purchases required to meet the Resource Sufficiency Evaluation for all Participants after 2 days prior to flow date

HIGH-LEVEL SUMMARY

- Provides framework to accommodate organized market participation while preserving UAMPS' agency role
- Fully replaces the prior Pooling Agreement effective May 1, 2026
- Clearer governance and delegation of authority through the Project Management Committee and Participant's Representatives
- Establishes a formal planning process (Annual Purchase Plan, Forecasted Deficiency)
- Formalizes current practices such as consignment of non-UAMPS resources
- Incorporates explicit financial obligations, rate covenant, and audit rights that support credit strength and transparency
- Incorporates contractual terms such as payment obligations, indemnification, uncontrollable forces, and notice provisions

TERM & TERMINATION

- Agreement becomes effective May 1, 2026
- Remains in effect until terminated with 5 years' notice
 - ★ Unless a shorter notice period is approved by the PMC
- Any amendments to the Agreement require PMC approval

GOVERNANCE

- Establishes a Project Management Committee (PMC)
 - ★ Similar to all other UAMPS Projects
- One voting representative per Participant
- Board of Directors ratification required for PMC actions
- Establishes the ability of the PMC to create an advisory committee to deal with complex topics
 - ★ EDAM operational protocols between UAMPS and members
 - ★ Settlements allocation on cost-causation basis

COST CAUSATION

- Charges and revenues directly attributable to a specific Participant's resources or deficiencies shall be allocated to that Participant
- Charges and revenues not attributable to a specific Participant will be allocated among all Pool Participants according to the Load Ratio Share, or another reasonable method as determined by the PMC

INTERNAL AUDIT

- Annual audit will be completed to review market operations and settlement activity
- Purpose:
 - ★ Verify the accuracy and consistency of settlement processing and allocation methodology
 - ★ Evaluate operational market decisions in the market
- PMC to provide future direction for process improvements based on the audit findings

ADVISORY COMMITTEE

- Establishes an advisory committee to assist in the development, review and recommendation of policies, procedures and related exhibits
 - ★ Evaluates and makes recommendations regarding
 - ★ Forecasting methodologies
 - ★ Billing practices
 - ★ Schedule procedures
 - ★ Data requirements
 - ★ Reporting formats
 - ★ Advisory committee is selected by the Pool Project Chair
 - ★ Must include Participants of different sizes and resource mixes
 - ★ Works in coordination with UAMPS staff
 - ★ Advisory Committee makes recommendation to the PMC for approval

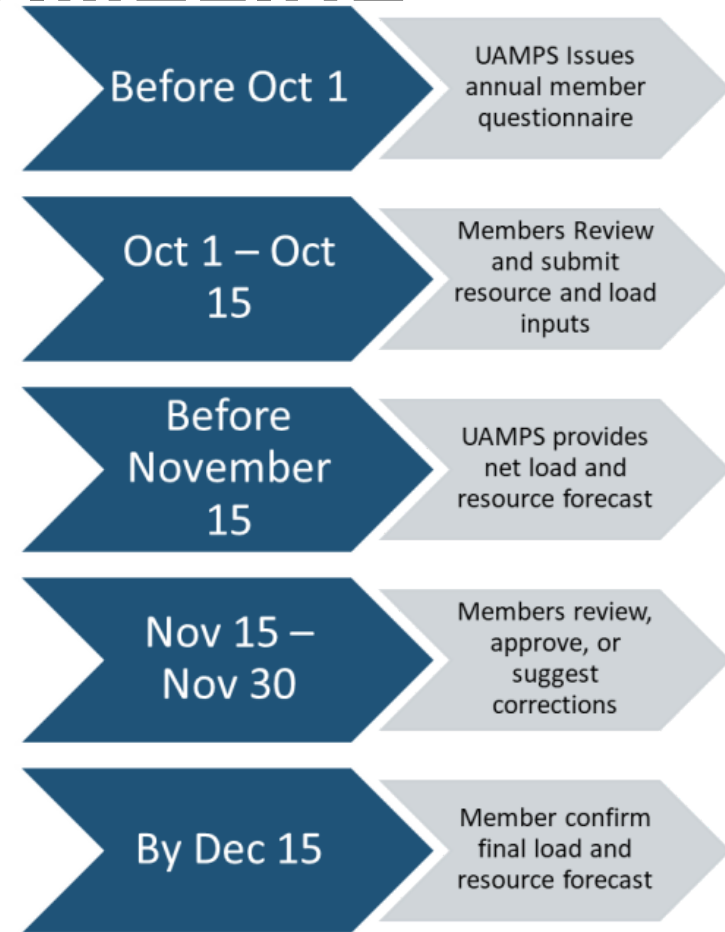
ANNUAL PURCHASE PLAN (EXHIBIT 1)

- UAMPS will develop an Annual Purchase Plan to meet aggregate Forecasted Deficiency of all non-opt out Participants
- Two types of purchases:
 1. Purchases to meet Forecasted Deficiencies will be allocated to a participants on the Load and Resource Forecast at the time of the purchase
 2. Purchases to meet Resource Sufficiency Obligations will be allocated among Participants based on contribution to deficiency during settlements
- PMC will approve the Annual Purchase Plan

LOAD AND RESOURCE FORECAST (EXHIBIT 2)

- **UAMPS will prepare** individual Participant's Load and Resource Forecast to determine Forecasted Deficiency
- UAMPS and Participant will work in **good faith** to mutually agree to the Participant's Load and Resource Forecast
- **Participant is responsible** to provide UAMPS with load data and resource information including periodic updates

EXAMPLE TIMELINE



OUTSIDE RESOURCE CONSIGNMENT (EXHIBIT 3)

- Participant must consign to UAMPS the output of any Outside Resource (i.e. a non-UAMPS Resource) pursuant to an Appendix
- UAMPS will **act as scheduling agent** for consigned Outside Resources
- UAMPS will **not** schedule, dispatch, or bid any consigned Outside Resources into any organized Market unless expressly declared available by the Participant

OTHER AGREEMENT PROVISIONS

- Payment obligation
- Rate Covenant
- Representations and Warranties
- Indemnifications and Liabilities
- Default; Dispute Resolution
- Notices

RECOMMENDED ACTION

- UAMPS is seeking approval of the Amended and Restated Pooling Agreement from all Pool Participants
- Approval package includes:
 - ★ Authorizing approval resolution
 - ★ Amended and Restated Pooling Agreement
 - ★ Participant Certificate
 - ★ Legal opinion
- Delivery of approved documents prior to May 1

MISSION

UAMPS delivers diverse and competitive energy solutions that strengthen and support our members.

UAMPS

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

VALUES

VISION

UAMPS is the trusted energy partner, empowering members and staff with innovative solutions that strengthen regional resilience and help our communities thrive.

SAFETY

We prioritize safety in every action to protect our people and communities.



TRUST

We build through transparency, accountability, and consistent follow-through.



INNOVATION

We advance our members' future through informed, forward-thinking solutions.



INTEGRITY

We act with fairness, respect, and honesty in everything we do.



SERVICE

We serve our members through collaboration, responsiveness, and shared purpose.



QUESTIONS

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

COMPARISON OF TERMS IN THE CURRENT VS THE REVISED POOLING AGREEMENT

Terms	Original Pooling Agreement and current practices	Amended Pooling Agreement
Termination	Termination requires 5-years written notice	Termination requires 5-years written notice or earlier upon approval of the PMC
Financing	Silent (authority unclear)	Allows UAMPS to enter Credit Agreements with PMC approval
Load Forecasts	Silent (UAMPS performs annually but not required by contract)	Annual Purchase Plan based on Load and Resource Forecasts informs purchasing
Purchase and Sale Authorization	Unplanned Purchases without authorization; advanced purchases (more than day ahead) require authorization	Resource sufficiency purchases without authorization; advanced purchases based on Annual Purchase Plan without further authorization unless Participant has opted out
Consignment (UAMPS dispatches Participant resources per pooling appendix)	Agreement allows consignment; practice requires Participants to consign all resources pursuant to pooling appendix except for Limited Participants	Participants required to consign all resources pursuant to a pooling appendix except for Limited Participants
Cost Causation	Members pay other members in the pool for resources used to serve their loads; other costs not addressed in the agreement	Market settlements, charges, and revenues, are allocated by Load Ratio Share; some costs allocated by historical average; resource costs allocated by generator ownership
Governance	Silent	Consistent with UAMPS JAA, Bylaws and power sales contracts
Billing and Billing Disputes	Silent; subject to UAMPS procedures	Consistent with other power sales contracts
Other Legal Provisions	Silent	Consistent with other power sales contracts

OPINION OF COUNSEL TO THE PARTICIPANT

_____, 2026

Utah Associated Municipal Power Systems
155 North 400 West, Suite 480
Salt Lake City, UT 84103

Ladies and Gentlemen:

I have acted as counsel to Hurricane City, Utah (the "*Participant*") in connection with the Amended and Restated Power Pooling Agreement, dated as of May 1, 2026 (the "*Agreement*"), between the Participant and Utah Associated Municipal Power Systems ("*UAMPS*").

In connection with the opinions set forth herein, I have examined (i) the resolution adopted by the Participant's governing body authorizing the execution and delivery of the Agreement, (ii) an executed counterpart of the Agreement, and (iii) such other documents, information, facts and matters of law as are necessary for me to render the opinions contained herein.

Based upon the foregoing, I am of the opinion that:

1. The Participant has full legal right, power and authority to enter into the Agreement and to perform its obligations thereunder.
2. The Agreement has been duly authorized, executed and delivered by the Participant and constitutes its legal, valid and binding obligation and is enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally or usual equity principles in the event equitable remedies should be sought.
3. There is no pending or, to my knowledge, threatened, action or proceeding affecting the Participant (nor to my knowledge is there any basis therefor), which purports to affect the authorization, legality, validity or enforceability of the Agreement.
4. The execution, delivery and performance by the Participant of the Agreement will not conflict with or constitute a breach of or default under any agreement, indenture, bond, note, resolution or other instrument to which the Participant or any applicable law, ruling, regulation, ordinance, judgment, order or decree to which the Participant (or any of its officers in their respective capacities as such) or its properties is subject.

Respectfully submitted,

CERTIFICATE OF PARTICIPANT

The undersigned hereby certify that they are the Mayor and City Recorder of Hurricane City, Utah (the “*Participant*”), a member of Utah Associated Municipal Power Systems (“*UAMPS*”), and that as such they are authorized to execute this Certificate on behalf of the Participant and hereby certify as follows:

1. This Certificate is delivered in connection with the execution and delivery of the Amended and Restated Power Pooling Agreement, dated as of May 1, 2026 (the “*Agreement*”), between the Participant and UAMPS. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Agreement.

2. The Participant is a political subdivision of the State of Utah (the “*State*”) and is governed by a City Council (the “*Governing Body*”).

3. Attached hereto as *Exhibit A* is a true, complete and correct copy of a resolution authorizing the execution and delivery of the Agreement and (the “*Contract Resolution*”). The Contract Resolution was duly adopted by a majority of the Governing Body present and voting at a public meeting of the Governing Body at which a quorum was present and acted throughout.

4. The meeting of the Governing Body at which the Contract Resolution was adopted was duly called, noticed and held in conformity with applicable laws of the State and procedural rules of the Governing Body. The Contract Resolution is in full force and effect and has not been amended, modified, repealed or supplemented.

5. The names of the Mayor and the City Recorder authorized to execute and deliver the Agreement on behalf of the Participant are as follows:

NAME	OFFICE
Clark Fawcett	Mayor
Cindy Beteag	City Recorder

6. (a) No petition was filed with the Participant or any of its officers seeking to refer the Contract Resolution to the electors of the Participant in accordance with the provisions of State law; and (b) no litigation has been instituted, is pending or has been threatened to require a referendum election on the Contract Resolution.

7. The Participant owns and operates an electric utility system (the “*System*”) that distributes and furnishes electric energy to consumers located within the established service area of the System. Under the Agreement, the Participant agrees to use all of the electric energy from its Entitlement Share to serve retail customers located in the established service area of the System and to meet its own requirements.

8. The Participant has previously executed the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, and all amendments thereof and supplements thereto (the “*Joint Action Agreement*”) and that certain Power Pooling Agreement (the “*Pooling Agreement*”) between the Participant and UAMPS relating to the power pool administered by UAMPS. The Joint Action Agreement and the Pooling Agreement are each in full force and effect and constitute the legal, valid and binding agreements of the Participant.

9. The representations and warranties of the Participant in Section 8 of the Agreement are true and correct on and as of the date of this certificate.

Dated: _____, 2026.

HURRICANE CITY, UTAH

By _____
Mayor

By _____
City Recorder

[SEAL]

[ATTACH CONTRACT RESOLUTION]

RESOLUTION NO. 2026-16

A RESOLUTION AUTHORIZING AND APPROVING THE AMENDED AND RESTATED POWER POOLING AGREEMENT WITH THE UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS FOR THE POOL PROJECT; AUTHORIZING EXECUTION AND DELIVERY THEREOF; AND RELATED MATTERS.

***** ***** *****

WHEREAS, Hurricane City (the “*Member*”) is a member of Utah Associated Municipal Power Systems (“*UAMPS*”) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action, as amended (the “*Joint Action Agreement*”);

WHEREAS, one of the purposes of UAMPS under the Joint Action Agreement is assisting its members in providing reliable, competitive, supplies of electric power and energy and related services through joint and cooperative action;

WHEREAS, UAMPS has developed and administers a power pooling project, known as the “Pool Project,” pursuant to which UAMPS procures, schedules, dispatches, and sells electric power and electric energy, including participation in organized wholesale electric markets for the collective benefit of participating members;

WHEREAS, the Member is currently a party to a prior power pooling agreement with UAMPS governing its participation in the Pool Project;

WHEREAS, UAMPS has presented to the Member an Amended and Restated Power Pooling Agreement (the “*Amended Pooling Agreement*”), which amends and restates the Prior Pooling Agreement in its entirety and updates the terms and conditions governing participation in the Pool Project, including provisions relating to market participation, allocation of costs and revenues, governance through a project management committee, payment obligations, and related matters;

WHEREAS, the governing board of the Member (“*Governing Body*”) has reviewed, or caused to be reviewed on its behalf, the Amended Pooling Agreement and related materials provided by UAMPS, has had the opportunity to ask questions and receive additional information, and has determined that entering into the Amended Pooling Agreement is in the best interests of the Member and the efficient, reliable, and economical operation of its electric system; and

WHEREAS, the Member now desires to authorize and approve the Amended Pooling Agreement and its execution and delivery by the Member;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of Hurricane City, as follows:

Section 1. Approval of the Amended Pooling Agreement. The Amended and Restated Power Pooling Agreement, in substantially the form presented to the Governing Body and attached hereto as EXHIBIT A, is hereby authorized and approved. The Mayor is hereby authorized, empowered, and directed to execute and deliver the Amended Pooling Agreement on behalf of the Member, and the City Recorder is hereby authorized to attest and countersign such execution and affix the corporate seal of the Member, with such changes therein as shall be approved by the Mayor, such approval to be conclusively evidenced by execution thereof.

Section 2. Participant's Representative. (a) The appointment of Michael Johns as the Participant's Representative to UAMPS and of Brian Anderson and Michael Ramirez as alternate Representatives is hereby confirmed.

(b) Such Representative (or, in his or her absence, such alternate(s)) is hereby delegated full authority to (i) approve any appendix to the Amended Pooling Agreement between UAMPS and the Participant that may be necessary or desirable in connection with the Amended Pooling Agreement, and (ii) act on all matters that may come before the Project Management Committee established by the Amended Pooling Agreement, and shall be responsible for reporting regularly to the Governing Body regarding the activities of the Project Management Committee

Section 3. Further Authority. The Mayor, City Recorder and other appropriate officers and employees of the Member are hereby authorized and directed to execute and deliver such certificates and additional undertakings of the Member as shall be necessary in connection with financing related to the Amended Pooling Agreement. Legal counsel for the Member is hereby authorized to provide an approving opinion with respect to the authorization, execution and enforceability of the Amended Pooling Agreement.

Section 4. Miscellaneous; Effective Date. (a) This resolution shall be and remain irrevocable until the expiration or termination of the Amended Pooling Agreement in accordance with its terms.

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

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

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

ADOPTED AND APPROVED this ___ day of _____, 2026.

HURRICANE CITY

By _____
Mayor

ATTEST:

City Recorder

[SEAL]

EXHIBIT A

[AMENDED POOLING AGREEMENT]

**AMENDED AND RESTATED POWER POOLING AGREEMENT
BETWEEN
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS
AND
HURRICANE CITY**

This Amended and Restated Power Pooling Agreement made and entered into as of May 1, 2026 (“*Agreement*”), is by and between Utah Associated Municipal Power Systems, a political subdivision of the State of Utah (“*UAMPS*”) and Hurricane City (the “*Participant*”).

RECITALS

WHEREAS, UAMPS is a political subdivision of the state of Utah organized under the Interlocal Cooperation Act (the “*Act*”) and the Joint Action Agreement to provide joint and cooperative action, including securing present and future power supply resources for its members;

WHEREAS, UAMPS has the power under the Act and Joint Action Agreement to (i) enter into contracts to obtain a supply of electric power and electric energy and ancillary services and transmission services, (ii) enter into contracts for the sale of wholesale energy services with its Members and others and (iii) adopt and implement risk management policies and enter into related agreements, including but not limited to forward purchase and sale contracts, hedging, tolling and swap agreements, and other instruments;

WHEREAS, balancing areas in the western electric markets, including the PacifiCorp East balancing area where most Members are located, are moving toward mandatory participation in organized markets;

WHEREAS, the Participant has entered into, or contemplates entering into power sales contracts with UAMPS and other instruments for the purchase or sale of electric power and electric energy; and

WHEREAS, subject to the terms and conditions of this Agreement, each Participant desires to appoint UAMPS as such Participant’s agent for (i) scheduling and dispatching electric power; (ii) purchasing power, energy, and related products to meet load and reserve requirements; (iii) selling Participant’s power and energy inside or outside organized markets; (iv) managing transmission rights and services; (v) handling payments/receipts and distributing market revenues; (vi) conducting transmission studies; and (vii) optimizing Participant’s resources and transmission.

NOW THEREFORE, the Participant and UAMPS hereby agree, as follows:

Section 1. Definitions and Rules of Construction.

(a) As used in this Agreement and in the Recitals set out above:

“*Act*” means the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended.

“*Agreement*” means this Amended and Restated Power Pooling Agreement as dated above between UAMPS and the Participant and any duly authorized amendments.

“*Amended and Restated Power Pooling Agreement*” means, collectively, this Agreement and the other Amended and Restated Power Pooling Agreements between UAMPS and the other Participants.

“*Annual Purchase Plan*” means the plan approved by the Project Management Committee setting forth the projected timing and pricing for market purchases over the fiscal year it is in effect. A form of the Annual Purchase Plan is attached to this Agreement as Exhibit 1, which shall be completed for each fiscal year upon the approval of, and may be modified from time to time by, the Project Management Committee.

“*Authorized Officer of UAMPS*” means the Chairman of the Board of Directors, the Vice Chairman of the Board, the Chairman of the Project Management Committee, the Secretary, the Treasurer and the Chief Executive Officer of UAMPS and any other officer or employee authorized or having delegated authority to perform specific acts or duties under the Amended and Restated Power Pooling Agreement by resolution duly adopted by the Board.

“*Billing Period*” means such period of time as shall be established from time to time by UAMPS for the preparation, calculation and billing of the amounts payable by the Participant hereunder and includes (i) all charges, credits, settlements, and other amounts attributable in that period of time, and (ii) any resettlements, recalculations, adjustments, or true-ups issued by any applicable organized market and received by UAMPS during that same calendar month, regardless of the market period to which such resettlements or adjustments relate.

“*Board*” means the Board of Directors of UAMPS or such other governing body of UAMPS as may be established from time to time pursuant to the Joint Action Agreement and the Act.

“*Commercially Reasonable*” or “*Commercially Reasonable Efforts*” means, with respect to any action required to be made, attempted or taken by a party under this Agreement, such efforts as a reasonably prudent business would undertake, consistent with good industry practice and the past practices of such party, for the protection of its own interest under the conditions affecting such action, including the amount of notice of the need to take such action, the duration and type of the action, the competitive environment in which such action occurs, and the contractual and legal obligations of, and the risk to, such party in connection with such action; *provided, however*, an obligation to act in a “Commercially Reasonable” manner or to exercise “Commercially Reasonable Efforts” does not include taking actions that would, individually or in the aggregate,

cause the party subject to such obligation to incur costs, or suffer any other detriment, that is out of reasonable proportion to the benefits to the other party under this Agreement.

“Cost Causation” means the principle that market charges and revenues should be allocated to the Participants whose actions directly cause such costs to be incurred or revenues to be received, including but not limited to charges and revenues relating to Resource Sufficiency Obligations and congestion charges and revenue.

“Credit Agreement” means (i) lines of credit and other credit arrangements to provide working capital, liquidity and/or reserves in connection with the operation and administration of the Project and (ii) any portion of the borrowing capacity under a line of credit or other credit arrangement that is dedicated, set aside or used to provide working capital, liquidity and/or reserves for the Project.

“Effective Date” means such date as shall be approved by the Project Management Committee as set forth in Section 2 of this Agreement.

“Electric System” means the Participant’s electric utility system as established, maintained and operated pursuant to applicable State and local law. With respect to any Participant that does not own and operate an electric utility system that serves retail customers, the term “Electric System” shall be deemed to refer to the applicable utility system.

“Entitlement Share” means the percentage determined by dividing (i) the sum of the Participant’s purchases through the Project for the previous fiscal year (ii) the sum of the total Project purchases during the previous fiscal year. For the avoidance of doubt, each Participant’s Entitlement Share under this Agreement shall be its Percentage Entitlement Share for purposes of the Joint Action Agreement.

“Forecasted Deficiency” means the forecasted electricity need for each Participant for the following fiscal year taking into account Load and Resource Forecasts as determined in advance of Project Management Committee approval of the Annual Purchase Plan.

“Joint Action Agreement” means the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, as amended and supplemented from time to time.

“Limited Participant” means a Participant that does not use UAMPS to schedule its full load and whose obligations with respect to purchases and sales are governed by a Pooling Appendix.

“Load Ratio Share” means for the applicable Billing Period, the ratio of (i) the total quantity of electric power and electric energy purchased by a Participant through the Project during such Billing Period excluding resources that are not participating in an organized market to (ii) the total quantity of electric power and electric energy purchased by all Participants through the Project during such Billing Period, taking into account any resources excluded from participation in an applicable organized market.

“Load and Resource Forecast” means the forward-looking estimate prepared by UAMPS, in consultation with Participant, of such Participant’s projected electric load and available electric supply resources for a specified planning period, including owned resources, contracted resources, Outside Resources, and applicable regulatory or market obligations. A form of Load and Resource Forecast is attached to this Agreement as Exhibit 2, which shall be approved and may be modified from time to time by the Project Management Committee.

“Members” means, collectively, each entity which has executed the Joint Action Agreement or a supplement thereto.

“Outside Resource” means any Participant resource that is not a UAMPS project, a purchase through a UAMPS project or a market purchase through UAMPS.

“Participant” means the party defined as the Participant in the preamble of this Agreement and its permitted successors and assigns hereunder.

“Participants” means the parties, including the Participant, other than UAMPS, to the Amended and Restated Power Pooling Agreement.

“Participant’s Representative” means (i) the officer, employee or other agent of the Participant designated from time to time by the Participant as the Representative of the Participant for purposes of the Joint Action Agreement, to whom all notices and other communications to be given by UAMPS to the Participant hereunder shall be sent or (ii) in the event that the individual appointed as the Participant’s Representative is unavailable to act on behalf of the Participant, the individual duly appointed or designated by the Participant as its alternate Representative pursuant to the Joint Action Agreement.

“Prior Agreement” means, collectively, the Power Pooling Agreements of various dates between UAMPS and the Members.

“Project” means the UAMPS project created by this Agreement to procure, schedule, dispatch, and sell electric power and energy, including the bidding of such resources into organized markets for the collective benefit of the Participants.

“Project Management Committee” means the committee of the Participants established pursuant to Section 5 which shall make certain decisions and recommendations with respect to the management and acquisition of electric power, electric energy and transmission service as provided herein.

“Pooling Appendix” means an appendix to this agreement that sets forth specific terms relating to the purchase and sale of Participant resources.

“Required Approvals” means all governmental, regulatory and lender approvals, consents and authorizations required or necessary for (i) the execution, delivery and performance of this Agreement (or any amendment hereto) by the Participant and (ii) this Agreement (or any amendment hereto) to be the legal, valid and binding obligation of the Participant.

“Resource Sufficiency Obligation” means a requirement from an organized market that is imposed on UAMPS to demonstrate sufficient supply, flexibility, and reserves to meet its own forecasted demand and uncertainty in advance or during real-time operations.

“UAMPS” means Utah Associated Municipal Power Systems, a political subdivision organized and existing under the laws of the State of Utah, the Act and the Joint Action Agreement, and its successors. All references to UAMPS in this Agreement shall include Authorized Officers of UAMPS and their delegees acting pursuant to specific authorization by the Board.

“Uncontrollable Force” means any cause beyond the control of the party affected, including failure of facilities, flood, earthquake, storm, lightning, fire, explosion, epidemic, pestilence, war, riot, an act of domestic or international terrorism, civil disturbance, labor disturbances, sabotage, or an act of civil or military authorities, including court orders, injunctions, or orders of governmental agencies with proper jurisdiction, which by due diligence and foresight such party could not reasonably have been expected to avoid.

(b) References to Articles, Sections, Schedules and Exhibits are to the Articles and Sections of and Schedules and Exhibits to this Agreement, unless otherwise provided. Article and Section headings are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the defined terms may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use of the word “include” or its derivations shall not be construed as language of limitation.

Section 2. Effective Date; Term; and Termination.

(a) The Effective Date of the Amended and Restated Power Pooling Agreement shall be May 1, 2026. As of the Effective Date, the Amended and Restated Power Pooling Agreement shall replace the Prior Agreement in its entirety, except that the Prior Agreement shall remain in effect with respect to any Participants that have not obtained all Required Approvals until such Approvals have been received. Appendices to the Power Pooling Agreement shall become appendices to the Amended and Restated Power Pooling Agreement unless substituted and signed by the affected Participant. A Member of UAMPS becomes a Participant by executing this Agreement as a separate contract from other agreements between UAMPS and the Participant.

(b) The Agreement shall remain in effect from the Effective Date until terminated by written notice by either party served at least five years prior to the stated termination date, unless a shorter notice period is approved by the Project Management Committee, or the date on which the Participant has terminated its participation in all UAMPS projects and completed all associated obligations, whichever is later. However, such termination shall not (i) relieve such Participant or UAMPS of any obligation incurred under or pursuant to this Agreement before such termination or (ii) result in the loss or availability of any right or benefit of such Participant or UAMPS which exists under any agreement or arrangement made hereunder between the Participant and UAMPS before such termination which extends beyond the noticed date of termination.

(c) No Agreement between UAMPS and a Participant may be entered into or amended so as to provide terms and conditions that are substantially and materially different from those herein contained except upon approval of the Project Management Committee, and upon similar amendment being made to the Agreement of any other Participants requesting such amendment after receipt by such Participant of notice of such amendment.

Section 3. Pool Administration

(a) Participants hereby establish the Project Management Committee, which shall consist of one voting representative from each Participant (who shall be the Participant's Representative or in the absence of the Participant's Representative its Alternate Representative) and shall be chaired by a Participant Representative elected by the Project Management Committee. The Participant has delegated full and complete authority to its Participant's Representative to act on all matters and decisions that come before the Project Management Committee. Each Representative appointed by the Participant shall serve on the Project Management Committee until the Participant appoints a successor. An Authorized Officer of UAMPS shall attend all meetings of the Project Management Committee and shall cause minutes to be kept of all such meetings.

(b) The Joint Action Agreement and the bylaws of UAMPS shall govern the procedures for and the voting rights on the Project Management Committee, *provided that*:

(i) The Participant's Representative of any Participant that is in default hereunder (A) shall not be entitled to vote on any matter during the period of such default, and the consent or approval of such Participant or such Participant's Representative shall not be required during the existence of such default and (B) shall be disregarded for purposes of determining whether a quorum of the Project Management Committee is present at any meeting;

(ii) All decisions made by the Project Management Committee shall be made by resolution, order or other appropriate action of the Project Management Committee and, except in those instances when the Project Management Committee is acting pursuant to delegated authority from the Board, before such resolution, order or action of the Project Management Committee shall take effect, the same shall be ratified and approved by resolution, order or action of the Board, acting in accordance with the Joint Action Agreement and the bylaws of UAMPS.

(iii) The Participants acknowledge that the Joint Action Agreement provides, among other things, that decisions of the Board with respect to the Project shall be made only upon the recommendation of the Project Management Committee and that weighted votes may be called for on any recommendation or decision to be made by the Project Management Committee or the Board, respectively, all as more fully provided in the Joint Action Agreement.

(c) The Project Management Committee may from time to time direct UAMPS to commission, obtain and provide such power supply and transmission studies as it deems reasonably necessary or desirable with respect to the Project.

(d) With the approval of the Project Management Committee, UAMPS may enter into Credit Agreements for the Project. UAMPS may require reasonable credit support or adequate assurance of payment from Participants consistent with market or lender requirements.

Section 4. Electric Power and Electric Energy Sales, Purchases and Allocation of Charges and Revenues

(a) UAMPS shall prepare an individual Load and Resource Forecast with each Participant to determine its Forecasted Deficiency. UAMPS and each Participant shall work in good faith to mutually agree upon the Participant's Load and Resource Forecast. Each Participant shall provide UAMPS with such load data, resource information, and other inputs as UAMPS may reasonably request in order to prepare and update such forecasts, including periodic updates as conditions change.

(b) Based on the Forecasted Deficiencies determined pursuant to Section 4(a), UAMPS shall develop, and the Project Management Committee shall approve, an Annual Purchase Plan to meet the aggregate Forecasted Deficiency of the Participants. The individual Participant Forecasted Deficiencies will be aggregated to determine the total UAMPS purchasing need, which will be included in the Annual Purchase Plan.

(c) UAMPS is hereby authorized to make purchases without additional authorization from the Participant

(i) to meet Resource Sufficiency Obligation according to policies adopted by the Project Management Committee. Purchases to meet Resource Sufficiency Obligation shall be allocated to Participants during market settlements based on Participant's contribution to deficiency and

(ii) to meet Forecasted Deficiency, provided that (x) Participants may withdraw UAMPS' authorization to make purchases under this clause (ii) only upon such terms and conditions as shall be approved by the Project Management Committee and (y) UAMPS purchases will be based on the aggregate Forecasted Deficiency of all Participants who have not withdrawn their authorization. Purchases to meet Forecasted Deficiency shall be allocated to Participants at the time the purchase is made.

(d) Except for Limited Participants, each Participant shall be obligated to purchase through the Project all of its electric power and electric power requirements and associated Resource Sufficiency Obligations in excess of its purchased or owned resources. UAMPS may schedule or bid Participant contracted or consigned resources into an organized market and may purchase from the market to meet the load of Participants. Notwithstanding the foregoing, any Outside Resource shall not be scheduled, dispatched, or bid into any organized market by UAMPS unless and until such Resource is expressly declared available for such scheduling or bidding by the

Participant. In addition, UAMPS must relay and not deviate from the schedule provided by the Participant.

(e) Except for Limited Participants, each Participant must consign the output of all Outside Resources to UAMPS pursuant to a Pooling Appendix, a form of which is attached to this Agreement as Exhibit 3, which may be modified from time to time by the Project Management Committee. UAMPS shall act as scheduling agent for consigned Outside Resources. UAMPS shall not be obligated to pay for Outside Resources. Consignment of the output of Outside Resources shall not relieve the Participant of responsibility under any resource-related contracts. Absent approval by the Project Management Committee, a Participant may not consign more resources to UAMPS than is reasonably necessary to meet its forecasted load. With Project Management Committee Approval, UAMPS may impose a scheduling fee for consigned resources to participate in an organized market.

(f) A Limited Participant may recall Outside Resources previously consigned to UAMPS for its own needs upon reasonable notice to UAMPS, taking into account any market scheduling requirements, UAMPS' established schedule, commitments to other Participants, and the needs of the recalling Participant.

(g) UAMPS may offer excess Participant resources that are not Outside Resources for sale to other Participants or may bid such resources into an organized market without additional authorization from the Participant. UAMPS shall prioritize contracted resources for which it has made firm contractual commitments when making bilateral sales.

(h) UAMPS will allocate other charges and revenues incurred or received through participation in an organized market to Participants according to Cost Causation. Charges and revenues directly attributable to a specific Participant's actions, resources or deficiencies shall be allocated to that Participant. Charges and revenues not attributable to a specific Participant will be allocated among the Participants according to the Load Ratio Share, or such other reasonable method as determined by the Project Management Committee

(i) The Project Management Committee shall adopt policies and procedures to govern the allocation charges and revenues consistent with the foregoing principles.

(j) The Project Management Committee may, from time to time and in its discretion, establish one or more advisory committees to assist in the development, review, and recommendation of policies, procedures and related exhibits under this Agreement. Any such advisory committee shall consist of representatives designated by the chair of the Project Management Committee and approved by the Project Management Committee and shall include representatives representing different size and resource composition. The advisory committee shall work in coordination with UAMPS staff and may evaluate and make recommendations regarding, among other matters, forecasting methodologies, billing practices, scheduling procedures, data requirements, reporting formats, and proposed exhibits or amendments to exhibits addressing such matters. Advisory committees shall serve solely in an advisory capacity and shall have not authority to bind UAMPS or the Participants. Any policies, procedures, or exhibits developed by an advisory committee shall be recommended to the Project Management

Committee for consideration in accordance with this agreement. The Project Management Committee may define the scope and duration of any advisory committee and may dissolve such committee at any time.

(k) Nothing in this Agreement shall limit the Participant from contracting for, incurring debt to build or otherwise obtaining an ownership interest in resources for such Participant's own needs. Such additional resources, if any, shall not relieve the Participant of any prior obligations incurred by such Participant to UAMPS.

(l) Unless otherwise approved by UAMPS, the Participant shall use all of the power and energy it purchases under this Agreement to serve retail customers located in the established service area of its electric utility system and to meet its own requirements.

(m) UAMPS shall use Commercially Reasonable Efforts to provide each Participant with timely access to data necessary for operational decision-making to the extent such data is available. The Project Management Committee shall adopt policies specifying data formats, delivery methods, and reporting timelines.

Section 5. Participant Payment Obligations.

(a) Each Participant shall pay UAMPS for all electric power, electric energy, energy capacity, ancillary services, and other electricity-related products or services purchased, scheduled, or otherwise procured by UAMPS on behalf of such Participant to meet such Participant's Forecasted Deficiency or contribution to Resource Sufficiency Obligation deficiency as described in Section 4(c). Such payment obligation shall apply without regard to whether the Participant ultimately uses, resells, or requires such power or energy, and the Participant shall bear all market benefits and detriments associated with such purchases, including price differences, congestion losses, imbalance charge, and settlement adjustments.

(b) In addition to payments for power, energy, and transmission, each Participant shall pay its Entitlement Share of all administrative, general, overhead, and other costs and expenses of UAMPS related to the Project, including but not limited to professional services, software and systems, financing costs, credit support, market participation fees, and other expenses incurred by UAMPS that are not otherwise recovered through market settlements or specific Participant charges relating to market participation. To the extent that revenues received by UAMPS from market settlements, bilateral sales, or other sources are insufficient to fully recover the costs and expenses described in this Section 5, the unrecovered balance shall be billed to Participants in proportion to their respective Entitlement Shares, unless otherwise allocated pursuant to Cost Causation principles approved by the Project Management Committee.

(c) Participant acknowledges and agrees that it is necessary for UAMPS to recover all of the costs and expenses associated with the Project, including the repayment of amounts due under Credit Agreements, through billings to and payments by the Participants under this Agreement.

(d) Payments required to be paid by the Participant to UAMPS shall be due and payable to UAMPS at its principal office or by wire transfer to such account as UAMPS shall designate in

writing to the Participant, on the 10th day of the Month following the Month in which the billing statement was rendered (or if such day is not a business day, the next succeeding business day) or at such other time as may be established by UAMPS through its annual budgeting process. Upon approval of the Project Management Committee, UAMPS may modify the billing schedule, frequency, due date, or other payment terms. Any such modification shall be communicated in writing to Participants and shall thereafter be binding as if originally stated in this Agreement.

(e) If payment in full is not made by the Participant on or before the close of business on the due date, UAMPS shall impose a delayed payment charge on the unpaid amount due for each day overdue at a rate equal to the lesser of one percent per month, compounded monthly, or the maximum rate lawfully payable by the Participant; provided, however, that UAMPS, acting upon the direction of the Project Management Committee, may elect to waive such delayed payment charge (or portion thereof) but only to the extent that any such waiver will not adversely affect the ability of UAMPS to meet its payment obligations under any contract entered into pursuant to this Agreement.

(f) The obligation of the Participant to make the payments under this Agreement is a several obligation and not a joint obligation with those of any other Participant. The obligation of the Participant to make such payments shall constitute a cost of purchased electric power and electric energy. In all cases, the obligation of the Participant to make the payments required by this Section shall be payable as an operating expense and solely from the revenues and other legally available funds of its Electric System. In no event shall the Participant be obligated or required to levy or collect ad valorem property taxes or assessments to meet its payment obligations under this Agreement. Such payments shall be made whether or not any market structure, program, or arrangement is modified, suspended, or terminated, and notwithstanding any interruption, curtailment, or limitation of market access, transmission availability, or other services, for any reason whatsoever, in whole or in part. The obligations of the Participant to make such payments shall not be subject to any reduction, whether by offset, counterclaim, or otherwise, and shall not be conditioned upon the performance by UAMPS under this or any other agreement or instrument

(g) In the event of any dispute as to any portion of the billing statement for such Billing Period, the Participant shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to UAMPS not later than the 60th day after such billing statement was submitted. Such notice shall identify the disputed billing statement, state the amount in dispute and set forth a full statement of the grounds for such dispute. No adjustment shall be considered or made for disputed charges unless such notice is given by the Participant. UAMPS shall give consideration to and shall consult with the Project Management Committee with respect to such dispute and shall advise the Participant with regard to its position relative thereto within sixty (60) days following receipt of such written notice. Upon final determination (whether by agreement or determination by the Project Management Committee) of the correct amount, any difference between such correct amount and such full amount shall be accounted for in the billing statement next submitted to the Participant after such determination.

Section 6. Rate Covenant. Each Participant covenants and agrees to establish, maintain, and collect rates, fees, and charges for electric service furnished through its Electric System that are sufficient together with other legally available funds of its Electric System to (1) pay all amounts payable by the Participant to UAMPS under this Agreement, including costs associated with power, energy, capacity, transmission, ancillary services, market settlements, administrative fees, and all other charges allocated pursuant to this Agreement; (2) pay all operation and maintenance expenses of the Participant's Electric System; (3) provide for the payment of principal and interest on any bonds or other indebtedness payable from the revenues of the Participant's Electric System, as and when the same become due and payable; and (4) establish reasonable reserves and margins, consistent with prudent utility practice, to ensure continued financial stability of the Participant's Electric System and compliance with any financial covenants imposed by bond resolutions, ordinances, or other financing agreements. Each Participant shall enforce the collection of such rates, fees, and charges and shall not furnish free electric service to any person, firm, or corporation, except as permitted under applicable law.

Section 7. Audit Rights.

(a) UAMPS shall conduct, or cause to be conducted, an annual review of market operations and settlement activity associated with the Project, settlements received from organized markets and related charge and revenue allocations to Participants. Such review shall be performed for the purpose of verifying the accuracy and consistency of settlement processing and allocation methodologies and evaluating operational decision making in the market for the purposes of improving future market operations. UAMPS shall report the results of such review to the Project Management Committee, including a summary of findings, any identified material discrepancies, and any corrective actions taken or proposed. The Project Management Committee may provide direction regarding follow-up actions or process improvements based on such report. Nothing in this Section shall be construed to expand or limit any audit rights of a Participant under this Agreement, nor to require UAMPS to engage an independent auditor unless otherwise directed by the Project Management Committee.

(b) At its cost, the Participant may, upon the giving of not less than 60 days' prior written notice to UAMPS, but not more often than once during any two-year period, inspect and audit the books and records of UAMPS for the purpose of verifying the amounts payable by the Participant under this Agreement within the three-year period preceding the commencement of the audit. UAMPS agrees to make available to the Participant, to the extent Commercially Reasonable, all relevant records and all requested information relating to the subject matter of any such audit, subject in all cases to any confidentiality restrictions applicable to third-party information or contracts; provided that UAMPS shall make Commercially Reasonable Efforts to obtain a waiver of such restrictions for purposes of the audit and the Participant shall execute such non-disclosure agreements as may be reasonably requested by UAMPS. Any audit shall be conducted during normal business hours, and the Participant will use Commercially Reasonable Efforts to complete any audit within one month, subject to the availability of relevant records and information and the absence of material accounting irregularities

(c) If any audit discloses that an overpayment or underpayment has been made during the three-year period described above, the amount of the overpayment or underpayment will be

promptly paid by the appropriate party, together with interest calculated at an annual rate equal to the Secured Overnight Funding Rate (SOFR) reported on the website of the Federal Reserve Bank of New York, or reported by any successor to the Federal Reserve Bank of New York as administrator of SOFR, plus 100 basis points, compounded daily and on the basis of a 360-day year, from the date or dates of any such overpayment or underpayment through and including the date of the payment correcting the overpayment or underpayment. Any payment made by UAMPS pursuant to this Section shall constitute a cost of electric power and electric energy.

Section 8. Representations and Warranties.

- (a) The Participant represents and warrants to UAMPS as follows:
- (i) the Participant is a political subdivision, duly created and validly existing under the laws of the State of Utah, and has all corporate power and authority necessary to enter into and perform its obligations under this Agreement;
 - (ii) the Participant has all corporate power and authority necessary to enter into and perform its obligations under this Agreement;
 - (iii) this Agreement has been duly authorized, executed and delivered by the Participant and constitutes its legal, valid and binding obligation enforceable in accordance with its terms;
 - (iv) the execution, delivery and performance by the Participant of this Agreement does not and will not (A) conflict with any constitutional, statutory or regulatory provision, judgment, decree or order applicable to the Participant and (B) constitute a breach of or a default under any bond ordinance, resolution or indenture or any contract or agreement to which the Participant is a party or to which any of the property, assets or revenues of its Electric System is subject;
 - (v) all Required Approvals have been obtained; and
 - (vi) to the Participant's knowledge, there is no pending or threatened action or proceeding affecting the Participant which purports to affect the authorization, legality, validity or enforceability of this Agreement or the Joint Action Agreement.
- (b) UAMPS represents and warrants to the Participant as follows:
- (i) UAMPS is a political subdivision of the State of Utah and an energy services interlocal entity, duly created and validly existing under the Act and the Joint Action Agreement;
 - (ii) UAMPS has all corporate power and authority necessary to enter into and perform its obligations under this Agreement;

(iii) This Agreement has been duly approved by the Project Management Committee and the Board and has been duly authorized, executed and delivered by UAMPS and constitutes its legal, valid and binding obligation enforceable in accordance with its terms;

(iv) the execution, delivery and performance by UAMPS of this Agreement does not and will not (A) conflict with any constitutional, statutory or regulatory provision, judgment, decree or order applicable to UAMPS and (B) constitute a breach of or a default under any bond ordinance, resolution or indenture or any contract or agreement to which UAMPS is a party or to which any of its property, assets or revenues is subject; and

(v) to UAMPS' knowledge, there is no pending or threatened action or proceeding affecting UAMPS which purports to affect the authorization, legality, validity or enforceability of this Agreement or the Joint Action Agreement.

Section 9. Indemnification and Liability

(a) UAMPS and the Participant shall defend and hold each other harmless from any and all claims, liability, and expense, including attorneys' fees, litigation expenses, and any judgment arising out of any bodily injury, death, or damage to property (other than bodily injury, death, or damage to property proximately caused by the other party or its servants or employees), occurring on their respective properties, including such injury, death, or damage as may be suffered by UAMPS or the Participant or by third parties, except that UAMPS and the Participant shall each be responsible for all claims of its respective employees, agents, and servants under workmen's compensation laws or any similar statutes. In no event shall either UAMPS or the Participant be liable to each other for any indirect, special, incidental, or consequential damages with respect to any claim arising out of this Agreement whether based on contract, tort, strict liability, or otherwise.

(b) The Participant acknowledges that (i) effective performance by UAMPS of its obligations under this Contract will require exercise of business judgment by UAMPS officers, directors, managers, personnel, and consultants on the basis of information available to them, and (ii) while UAMPS' aim will be to enhance value and reduce risk to the Participants, it is not reasonable to expect that value will be ideally maximized or that risk will be fully eliminated. In no event shall a claim of breach or event of default by UAMPS be based on the dissatisfaction of one or more of the Participants with transactions managed or entered into by UAMPS pursuant to this Contract, or with the nature or level of savings, costs, or risks associated therewith, absent a showing of gross negligence or willful misconduct by UAMPS. The sole remedy available to the Participant or another Participant that is dissatisfied with UAMPS' ability to achieve UAMPS' goals is to terminate this Contract in accordance with the Agreement; provided that upon a showing of gross negligence or willful misconduct by UAMPS the Participant may terminate this Agreement upon written notice to UAMPS, notwithstanding the five-year notice period otherwise applicable under Section 2, which notice will not become effective until the date on which the Participant has terminated its participation in all UAMPS projects and completed all associated obligations, and

shall not relieve the Participant or UAMPS of any obligation incurred prior to the effective date of termination.

(c) No member of the Board or the Project Management Committee, no officer or employee of UAMPS, no member of the governing body of the Participant nor any officer or employee of the Participant shall be individually or personally liable for any amount payable under this Power Supply Contract or be subject to any personal liability or accountability by reason of the execution and performance of this Power Supply Contract; *provided, however*, that this Section shall not be construed to relieve any officer or employee of UAMPS or the Participant from the performance of any official duty imposed by law or this Agreement.

Section 10. Uncontrollable Force. Neither UAMPS nor the Participant shall be considered to be in default in respect to any obligation hereunder (other than the obligation of the Participant to pay obligations under Section 5) if prevented from fulfilling such obligations by reason of an Uncontrollable Force. The party claiming an Uncontrollable Force shall give notice and reasonable details of any potential or actual Uncontrollable Force to the other party as soon as is reasonably practicable, shall provide regularly updated information as to the anticipated occurrence or duration of the Uncontrollable Force, and shall provide prompt notice when it is able to resume performance of those obligations that were affected as a result of the Uncontrollable Force. Either party rendered unable to fulfill any obligation by reason of an Uncontrollable Force shall exercise due diligence to remove such inability with all reasonable dispatch.

Section 11. Default; Dispute Resolution

(a) In the event of a failure of the Participant to observe, keep and perform any of the covenants, agreements or obligations on its part contained in the Agreement, UAMPS may, in addition to its other rights hereunder, bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Agreement against the Participant.

(b) In the event of any default by UAMPS under any covenant, agreement or obligation of this Agreement, the Participant's sole remedy for such default shall be limited to mandamus, injunction, action for specific performance or any other available equitable remedy as may be necessary or appropriate and in no event shall the Participant withhold or offset any payment owed to UAMPS hereunder.

(c) Prior to and as a condition to the filing of any action with respect to this Agreement under paragraph (a) above, the Participant shall first submit the dispute or matter in question to the Project Management Committee for mediation by giving notice in writing to UAMPS and the Chair of the Project Management Committee describing the dispute or matter and the issue or issues to be resolved. The Participant agrees to participate fully and in good faith in all mediation proceedings of the Project Management Committee. In the event that the Project Management Committee is unable to resolve or mediate such dispute or matter within 120 days

after UAMPS has received written notice of the dispute, the Participant shall have the right to initiate such proceedings as it may deem necessary.

(d) No member of the governing body, nor any officer or employee of UAMPS or the Participant shall be individually or personally liable for any payment under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement; *provided, however*, that this Section shall not relieve any officer or employee of UAMPS or the Participant from the performance of any official duty imposed by law or this Agreement.

Section 12. Notices.

(a) All notices, demands or other communications made pursuant to this Contract (each, a "Notice") may be sent by electronic mail, other mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivery. Notice shall be deemed given when received by the addressee, unless received on a day that is not a business day or received after 5:00 p.m. (receiving party's local time) on a business day, in which case Notice shall be deemed to have been received on the next following business day. In the absence of proof of the actual receipt date, the following presumptions will apply: (i) Notice sent by electronic mail shall be deemed to have been received upon the sending party's receipt of electronic confirmation of successful transmission; (ii) Notice sent by overnight mail or courier shall be deemed to have been received on the next business day after it was sent or such earlier time as is confirmed by the receiving party; and (iii) Notice sent by first class mail shall be deemed to have been received five business days after mailing.

(b) All Notices shall be sent by UAMPS to the business address or e-mail address of the Participant's Representative. All Notices shall be sent by the Participant to the business address or designated e-mail address of UAMPS. Either party may change its Notice address(es) by Notice to the other party.

Section 13. Miscellaneous.

(a) **Assignment.** This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Agreement; provided, however, that neither this Agreement nor any interest herein shall be transferred or assigned by either party without the prior written consent of the other party.

(b) **Severability.** If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

(c) **No Merger.** This Agreement constitutes the entire and complete agreement of UAMPS and the Participant in respect of the Project and shall not be nor shall it be deemed to be modified, amended or superseded by any other agreement or contract between UAMPS and the Participant in respect of any other project or subject.

- (d) No Waiver. No failure or delay by UAMPS or the Participant in exercising any right, remedy, or power under this Agreement shall operate as a waiver of such right, remedy, or power. No single or partial exercise of any right, remedy, or power shall preclude any other or further exercise thereof or the exercise of any other right, remedy, or power. Any waiver of a provision of this Agreement shall be effective only if made in writing and signed by the party against whom the waiver is asserted, and no such waiver shall be deemed a continuing waiver unless expressly stated.
- (e) Relationship between the Parties. This Contract is not intended to create, nor shall it be deemed to create, any relationship between UAMPS and the Participant other than that of independent parties contracting with one another for the purpose of effectuating the provisions of this Contract.
- (f) Survival. The termination of this Contract shall not discharge either party thereto from any obligation it owes to the other party under this Contract by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this Contract or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this Contract) shall survive the termination of this Contract. Cancellation, expiration, or termination of this Contract shall not relieve the parties of obligations that expressly survive or by their nature should survive such cancellation, expiration, or termination.
- (g) No Third-Party Beneficiary. This Contract is intended solely for the benefit of the parties hereto. Except as necessary to enter into a Credit Agreement, subject to approval by the Project Management Committee, nothing in this Contract shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this Contract.
- (h) Governing Law. This Agreement is made under and shall be governed by the law of the State of Utah; provided however, that if the Participant is organized or created pursuant to the laws of another state, then the authority of the Participant to execute and perform its obligations under this Agreement shall be determined under the laws of such state. All judicial proceedings brought against either party arising out of or relating hereto shall be brought exclusively in the courts of the State of Utah or of the United States of America for the District of Utah. By executing and delivering the Agreement, each party irrevocably accepts generally and unconditionally the nonexclusive jurisdiction and venue of such courts, waives any defense of *forum non conveniens*; agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to the party; and agrees that service as provided above is sufficient to confer personal jurisdiction over the party in any such proceeding in any such court, and otherwise constitutes effective and binding service in every respect.
- (i) Entire Agreement. This Contract supersedes all previous representations, understandings, negotiations, and agreements, either written or oral, between the parties or their representatives

with respect to the subject matter hereof and constitutes the entire agreement of the parties with respect to the subject matter hereof.

(j) Counterparts. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

Dated this _____ day of _____, 2026.

HURRICANE CITY

UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS

Mayor

Chairman

ATTEST

ATTEST

City Recorder

Secretary

**EXHIBIT 1
FORM OF ANNUAL PURCHASE PLAN**

Plan Information

Fiscal Year	
PMC Approval Date	
Effective Period	

Planning Overview

Aggregate Forecasted Deficiency (MWh)	
Peak Forecasted Deficiency (MW)	
Planning Assumptions / Notes	

Forecasted Deficiency Purchase Targets

Procurement Horizon	Target Coverage
12 months → 1 month ahead	Up to 80%
1 month → 2 days ahead	Up to 100%
Day Ahead / Real-Time	As needed

Planned Purchase Volumes

Month	Forecasted Deficiency	Purchased to Date	Remaining Uncovered
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			
Jan			
Feb			
Mar			

Resource Sufficiency Evaluation (RSE)

Standard Approach	100% procured Day Ahead
Exceptions / Notes	

Flexible Resource Strategies (if applicable)

Tolling Agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No
Dispatchable Resource	<input type="checkbox"/> Yes <input type="checkbox"/> No
Firm Market Purchase	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other	

Fine-tuned Load-following Purchases

Specific plans for shaping to be added here.

Attribution Statement

Forecasted Deficiency purchases are attributed to Participants at the time of purchase based on forecasted need. RSE purchases are made at the UAMPS level and allocated after-the-fact to Participants with RSE need.

Approval

PMC Chair	
Date	

EXHIBIT 2
FORM OF MEMBER LOAD & RESOURCE FORECAST

Forecast Information

Participant	
Fiscal Year	
Forecast Version	<input type="checkbox"/> Draft <input type="checkbox"/> Final
Date Prepared	

Summary Forecast

Gross Load (MWh)	
Gross Load (MW – Peak)	
Total Resources Capacity (MW)	
Total Resources (MWh)	
Forecasted Deficiency / (Surplus)	

Monthly Energy Summary

Month	Gross Load (MWh)	Resources (MWh)	Deficiency / (Surplus)
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			
Jan			
Feb			
Mar			

Monthly Peak Summary

Month	Gross Peak Load (MW)	Resources (MW)	Deficiency / (Surplus)
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

Jan			
Feb			
Mar			

Resource Detail

Resource Name	Type	Capacity (MW)	Energy (MWh)	Notes

Forecast Assumptions & Notes

Member Review & Confirmation

Approval Status	<input type="checkbox"/> Approved <input type="checkbox"/> Approved with corrections
Member Representative	
Date	

EXHIBIT 3
CONSIGNED RESOURCE [Non-UAMPS RESOURCE]

WHEREAS, [*Participant*] (the “Member”) is a participant of the UAMPS Pool Project;

WHEREAS, in order for the Member to schedule its [*Non-UAMPS Resource*] as part of their resource portfolio, it is necessary for the Member to enter into this Pooling Appendix to provide for responsibilities and authorities of each party and document the procedures to be used, and;

WHEREAS, Member desires that UAMPS act as its scheduling agent for scheduling services (“Scheduling Agent”) for its [*Non-UAMPS Resource*].

NOW, THEREFORE, the Member and UAMPS agree to the following.

SECTION 1. TERM

The term of this Pooling Appendix will begin May 1, 2026 and extends through the earlier of 1) the termination of the Amended and Restated Power Pooling Agreement; or 2) termination at the option of either Party upon the later of 30 days or the end of the scheduling month with written notice to the other Party or as provided for in Section 2 of the Amended and Restated Pooling Agreement and alternative procedures acceptable to UAMPS are in place.

SECTION 2. PURPOSE

This Pooling Appendix specifies the procedures for scheduling [*Non-UAMPS Resource*] as part of its resource portfolio due to the implementation of Extended Day-Ahead Market protocols (“EDAM Protocols”) administered by PacifiCorp in conjunction with the California Independent System Operator (“CAISO”). Member agrees that their scheduling of [*Non-UAMPS Resource*] is subject to the terms and conditions of this Pooling Appendix which may be amended from time to time by the agreement of the parties.

SECTION 3. MEMBER OBLIGATIONS, AUTHORITIES AND LIABILITIES

The Member shall provide preschedules to UAMPS according to the timeline specified in Attachment A hereto. Attachment A may be amended by UAMPS upon written notice to the Member. All scheduling of the [*Non-UAMPS Resource*] by the Member will be submitted through the UAMPS web scheduling interface. Except in instances where the web interface is not available, submittal of schedules by phone, email or other means of communication will not be acceptable.

For the purposes of UAMPS power billing, [*Non-UAMPS Resource*] will be deemed to [*information will be entered here on whether or not the Non-UAMPS Resource is in the CAISO*]

Full Network Model and whether or not the Non-UAMPS Resource incurs transmission costs] and the UAMPS pool will continue to be used to balance the Member's load pursuant to EDAM Protocols or policies established by the Pool Project's Project Management Committee. Differences, if any, between scheduled output that the Member has entered into UAMPS' billing database and the output measured by [*Non-UAMPS Resource*] meter(s) will be invoiced as imbalance energy.

SECTION 4. UAMPS OBLIGATIONS, AUTHORITIES AND LIABILITIES

UAMPS shall use the [*Non-UAMPS Resource*] schedules submitted from the Member according to the timeline specified in Attachment A in integrating and scheduling the Member's resources scheduled and billed by UAMPS to serve the Member's loads.

UAMPS will bid and schedule the Member's [*Non-UAMPS Resource*] in accordance with the Member's specific instructions.

SECTION 5. SCHEDULING AGENT SERVICE CHARGE

The Member will be charged a scheduling fee, transmission fee, and any other fee as adopted by the UAMPS Board of Directors from time to time.

Member also agrees to pay any other costs, if any, and any applicable administrative overheads as approved by the UAMPS Board of Directors that UAMPS may incur in the performance of this Pooling Appendix.

DATED this _____ day of _____, 2026.

[PARTICIPANT]

UAMPS

Attachment A

Duration for 1 Month and Longer (Term) Schedules:

The Member must notify UAMPS by the 19th of the prior month.

Day-Ahead Schedules:

The Member must notify UAMPS by 6:00 AM, 7 business days prior to the trade date. To the extent allowed under WECC and Balancing Authority criteria, UAMPS will accept changes to the 7 day schedule made by 6:00 a.m. [2] business days prior to the trade date.

Notification parties for Term, Balance of the Month, and Day Ahead transactions:

Pre-Scheduler prescheduling@uamps.com 801-568-0497

Kelton Andersen kelton@uamps.com 801-214-6406

Notification parties for unplanned outages or emergency situations:

Shift Scheduler sched@uamps.com 801-568-0496
801-568-0596

To report scheduling problems:

Jordan Garcia jordan@uamps.com 385-377-2567