



HURRICANE CITY UTAH

Mayor

Nanette Billings

City Manager

Kaden DeMille

City Council

*Joseph Prete
Dave Sanders
David Hirschi
Kevin Thomas
Doug Heideman*

Hurricane City Council Meeting Agenda

December 7, 2023

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. Discussion regarding pressurized irrigation

1. Agenda Summary

5:00 p.m. Pre-meeting

1. Retirement presentation to Officer Morris

6:00 p.m. - Call to Order

Prayer

Thought

Pledge of Allegiance

Declaration of any conflicts of interest

Minutes of the Regular City Council Meeting for November 16, 2023

Presentation from the Beautification Committee

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 2 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 5:00 p.m. the Wednesday one week before the Council meeting.

OLD BUSINESS

1. LUCA 23-10: Consideration and possible approval of amendments to **Title 10 of the Land Use Code pertaining to whole home vacation rentals**. Hurricane City, Applicant.

NEW BUSINESS

1. Consideration and possible approval of **local consent for a single event liquor permit** at Sand Hollow Resort-Cassandra de St. Jeor
2. Consideration and possible approval to **pay the impact fees for a new home being built by Habitat for Humanity of Southwest Utah** using funds from Fund 48 Housing Fund
3. Consideration and decision on an **appeal of the denial of a business license for a home-based pet care facility**. -Melanie Watanabe
4. Public Hearing to take comments on the following:
 - a. Declaring property located at 2300 S 650 West, a portion of parcel number H-3-2-10-2313, as surplus property
 - b. Disposal of remainder parcels along Sand Hollow Road
5. Consideration and possible approval of **Resolution 2023-40 disposing of property located at approximately 2300 S 650 W, a portion of parcel number H-3-2-10-2313**. -Beau Davis
6. Consideration and possible approval of **Resolution 2023-41 authorizing the disposal of the remainder parcels** along Sand Hollow Road due to realignment
7. Consideration and possible approval of ZC23-24 a **Zone Change Amendment request located at approximately 1500 S and 1300 W** from R1-10, residential one unit per 10,000 square feet, to RM-2, multifamily 10 units per acre. Parcel number H-3-2-9-123.
8. Consideration and possible approval of **Hustle Softball using the MOU for highschool softball facilities**-Matt Hirschi
9. Consideration and possible approval of **amending the deed restriction in Pecan Valley**-Chris Wyler
10. Consideration and possible approval of a **Statewide Utility License Agreement** between Hurricane City and UDOT
11. Consideration and possible approval of **Resolution 2023-42 Authorizing a tax certificate and agreement for UAMPS'** Payson Power Project, and related matters-Scott Hughes
12. Consideration and possible approval of the **renewal of all liquor licenses**
13. Consideration and possible **approval of the 2024 Annual Meeting schedule**
14. Discussion regarding the **expansion of Sky Mountain Golf Course facilities**
15. Discussion regarding **future parks and recreation facilities**
16. Closed Meeting held pursuant to Utah Code section 52-4-205, upon request

Adjournment

I hereby certify that the above notice was posted to the city website,
(www.cityofhurricane.com) posted to the state public notice website, and at the following
locations:

1. City office – 147 North 870 West, Hurricane, UT
2. The Post Office – 1075 West 100 North, Hurricane, UT
3. The library – 36 South 300 West, Hurricane, UT

_____ for the City Recorder

Agenda Summary for Hurricane City Council December 7, 2023

4:00 p.m. Discussion regarding pressurized irrigation

5:00 p.m. Pre-Meeting

Retirement presentation to Officer Morris

6:00 p.m. Call to Order

Approval of the November 16, 2023, minutes

Presentation from the Beautification Committee

Old Business

1. This proposed ordinance amendment was discussed at the two previous City Council meetings. Following the most recent discussion, staff have prepared a revised draft ordinance for the Council's consideration. The proposed ordinance includes the following provisions:
 - a. The wait list for whole home vacation rentals in residential neighborhoods is eliminated, and no additional licenses will be issued.
 - b. When a property with an existing whole home vacation rental license is sold, the new owner will have the right to continue the use, subject to the following requirements and conditions:
 - New owner must apply for a new license within 45 days of the transfer of ownership;
 - The property must be managed by either (1) a property management company licensed by Hurricane City with a staffed office within City limits or (2) an owner who is a resident of Hurricane City;
 - The new license will be subject to a 6-month probation period. If the owner or guest violates City Code 2 or more times within the probation period, the license will be revoked.
 - c. The Planning Director is authorized to revoke whole home vacation rental licenses--both under the "three strike" provision applicable to current licenses and for violations during the probation period for new licenses. Revocations may be appealed to the City's Appeals Board.

The first document in the packet for this item is the proposed ordinance incorporating all the amendments. The second document is a redlined version showing all the proposed changes to the existing ordinance. The red, underlined text show additions to the existing ordinance. The red, struck-through text shows deletions of text in the existing ordinance.

New Business

1. Sand Hollow Resort is requesting local consent for an event to be held in the rock bowl on February 17, 2024. Sand Hollow Resort has held many events in this same capacity and there have been no issues. A background check was completed last month for the person overseeing the event and there are no concerns.
2. Habitat for Humanity is requesting that the impact fees for the construction of their next single-family home be paid for through Fund 48 Housing Fund. Fund 48 is a very small fund with some dedicated housing funds in it. In the past the Council has approved using some of these funds for this purpose.
3. Homegrown Pet Care applied for a home-based business license on October 11, 2023, for pet care, boarding, daycare, and grooming. The zoning for the property where the business would be located is Residential (R-1-10). Staff reviewed the application in accordance with the licensing procedures and requirements for home-based businesses. It was determined that the requested license could not be issued for two different reasons: (1) pet care, boarding, daycare, and grooming is not permitted as a home-based business under Hurricane City Code section 10-42-3 and (2) the operation of a commercial kennel is not a permitted use in the zoning for the property. A commercial kennel is defined as a commercial establishment having three or more dogs over the age of four months for the purpose of boarding, breeding, buying, selling, grooming, letting for hire, or training for a fee. HCC 10-3-4. Hurricane City Code 10-13-3 and Table 10-13-1 specifies that commercial kennels are not permitted in any residential zone. Based on the information provided by the applicant, City staff determined that the proposed use was not permitted as a home-based business and that the proposed use for pet care, boarding, daycare, and grooming clearly met the definition of a commercial kennel, which is not a permitted use for the applicant's property. Therefore, the application was denied on November 08, 2023.

Hurricane City Code 3-1-9 states that denial of a business license application may be appealed by the applicant to the City Council by filing a written notice of appeal with City Recorder within 15 days of the denial. The applicant filed the notice of appeal on November 21, 2023.

The only question for the Council's consideration is whether the applicant's proposed use is permitted under the Code as presently written. The Council cannot grant exceptions or variances to the adopted Code. If the Council disagrees with staff's findings and determines that the use is permitted, then the appeal should be granted based on the finding that the proposed use is permitted as a home-based business and does not constitute a commercial kennel. On the other hand, if the

Council finds that the proposed use is not permitted as a home-based business and does meet the definition of a commercial kennel, the appeal should be denied.

4. Public Hearing on the following:
 - a. Declaring property located at 2300 S 650 West, a portion of parcel number H-3-2-10-2313, as surplus property
 - b. Disposal of remainder parcels along Sand Hollow Road
5. Beau Davis came before the Council on November 2, 2023, with a proposal to construct an additional 107 linear feet of curb, gutter, sidewalk, and 1,600 sq. ft of pavement, remove all trash and debris that has been collected over the years in the retention basin, grade and cover west slopes of retention basin with more erosion-resistant material than the current native soil in exchange for approximately 0.85 acres of city-owned property. Council discussed the possibility of Mr. Davis also installing a bike skills park. They directed staff to pursue the process of disposing of the property.

A public notice has been posted for the required 14 days.
6. Sand Hollow Road is being expanded and partially realigned as part of the Sand Hollow Gateway PID. The right-of-way is being widened from 84 feet to 112 feet. The property owners along the corridor are voluntarily dedicating the additional width. Due to realignment of the alignment there are several parcels from the existing dedicated roadway area that will no longer be necessary for Sand Hollow Road.

The PID has bonded for the new road to be built as proposed, and it is currently under construction. Public Works has sent an inquiry out to the members of the Joint Utility Company to evaluate the existence of utility lines in the disposal parcels.

It is recommended that the road property falling outside of the updated Sand Hollow Road dedication be disposed of to the adjacent land owners, subject to the following conditions:

- The new configuration of Sand Hollow Road that is being constructed by the Sand Hollow Gateway PID needs to be completed prior to executing deeds to dispose of any roadway parcels that are being considered for abandonment.
 - Any utilities that are to remain in the disposal parcels need to have an easement reserved for their continued existence in their current location.
7. The applicant has submitted a zone change application for the Cotton Mission development. The proposed development is located off 1500 S past the gate to the City's water tank. According to the application, the project would provide 0.71 acres

open space and 53 lots for low-income housing on 6.71 acres; however this statement is not binding and, if approved, any use permitted under the RM-2 zoning, 10 units per acre of multifamily would be permitted.

8. Matt is asking to utilize the agreement the city has with the school district to use the High School softball field for his club team to practice and play scrimmage games at no cost. The agreement between us and the district means we carry all liability during our programs so the city would be agreeing to take on the liability for the club teams using school district fields.

I spoke with Matt and told him this needs to be minimal additional work for my current staff as we don't have time or money to provide supervisors, field prep materials, and man hours for every club team. Nor do I want the good relationship we currently have with the school administration to be compromised and affect our future recreation programming.

Matt is the current HHS girls softball coach, so I know he will take care of the field and the surrounding amenities. I did ask Matt to keep his requests to the softball field and not start scheduling the basketball gyms for club basketball teams or the wrestling room for club wrestling teams etc... Beyond that I am fine with the request.

9. Mr. Wyler is requesting that he be allowed to obtain Certificates of Occupancy for the buildings in the second phase of his resort before the permanent clubhouse is completed. This request is inconsistent with the current Code and would be an additional exception to the previous exceptions granted to Mr. Wyler.

To help the Council recall the history of this property, a summary is provided below. The names and phases of the different areas of the property have been referred to differently over the years, which makes the history somewhat confusing.

- November 5, 2020: In resort developments, a clubhouse is required to be constructed in the first phase of the development. Mr. Wyler requested an exception to this requirement, which was to count his personal residence as a temporary clubhouse. This exception was granted on the condition that no more than 50% of the units in Phase 3 (phase 1 of the resort) could get a Certificate of Occupancy until the permanent clubhouse was completed. To clarify, phase 3 was the first phase of development within the recreational zoning. Phases 1 & 2 were single family developments.
- August 5, 2021: Mr. Wyler returned to the Council and asked that he be allowed to obtain Certificates of Occupancy on all of the units within phase 3 (the first phase of the resort), even though the permanent clubhouse was not completed. The Council granted this request, but on the condition that no Certificates of Occupancy be issued for any units within phase 4 until the

permanent clubhouse was completed. To clarify, phase 4 is the fourth phase of the entire development, but the second phase of the resort development, so the Council's motion in the minutes for this meeting references phase 2 (meaning the second phase of the resort). The relevant portion of Councilwoman Billing's motion was: **"Approval is based on it will be completed at the beginning of phase 2 and no occupancy will be granted for phase 2 until the clubhouse is completed."**

- November 18, 2021: The City has always required that clubhouses in resorts be constructed with the first phase of the development. This prevented a scenario where portions of resorts were completed, but no clubhouse was provided. During this process with Pecan Valley, Mr. Wyler argued that the code did not specifically require when the clubhouse had to be constructed. As a result of this argument, the City updated the code to remove any perceived ambiguity and specifically required that clubhouses must be constructed in the first phase of development. See Ordinance 2021-09.
- October 20, 2022 / November 17, 2022: Mr. Wyler applied for a zone change to expand the Recreational Resort Zone and to add a Planned Development Overlay. This request was approved subject to a development agreement requiring amenities in certain areas, an additional clubhouse in the southern area, and limiting the number of units.

Staff recommends that the Council maintain the current condition that no Certificates of Occupancy be issued in the second phase of the resort until the clubhouse is completed. This recommendation is consistent with the current requirement within the Recreational Resort zone that the clubhouse be completed in the first phase of the development. Staff recommends that the Council deny the request to amend the existing restrictions.

10. UDOT requires all utility operators that have infrastructure within a State Highway right-of-way to enter into an agreement that has standard language per Utah Administrative Code R903-7. Hurricane City is currently working on designing a transmission power line along SR-7 that will cross SR-9 at 2800 West. Although the City already has utilities in UDOT rights-of-way, UDOT is requesting the City enter into this standard agreement so as to be consistent with all utility operators statewide. Once the agreement is in place UDOT will allow the City to move forward with designing the crossing in accordance with the agreement. The City Attorney has reviewed the Statewide Utility License Agreement and approves it as to form. I have read through the standard agreement, along with Utah Administrative Code R930-7. Everything that the agreement is asking for is in accordance with the Code,

which we are bound by. Signing the agreement will allow us to work with UDOT to accomplish our goals as a City to provide municipal utility services.

It is recommended that the City sign this agreement with UDOT so we have a basis to move forward with the necessary utility installations.

11. The IRS Code and US Treasury Regulations allow for tax-exempt bonds to be issued to finance prepayments for energy and/or fuel used for the generation of energy. This resolution would authorize Hurricane City, in conjunction with UAMPS and other participating members, to assign a 5-year purchase of natural gas for energy production at the Payson (Nebo) Power Plant into a prepay agreement. It also authorizes Scott Hughes or Brian Anderson “to execute and deliver the Tax Certificate and Agreement” to UAMPS, and “to approve such changes to the Tax Certificate and Agreement as are necessary to complete the form thereof, together with any minor or non-substantive changes”. The result of the designed transaction is a substantial discount on the price of the fuel. Hurricane City, together with the other participants, will have the ability to assign other fuel or energy projects into the prepay agreement for the next thirty years and receive some level of discount (depending on the current market conditions), or terminate the agreement if the discount is not satisfactory.

The City Attorney has reviewed the documents and approves them as to form.

12. Hurricane City Code 3-2-5 requires an annual review of all liquor licenses to be approved by the Council. This review includes written approval from the police department and a background check on the principal owner or the person who controls the daily operation of the business.

A background check has been completed for each business and training has been verified for all clerks. A summary letter is attached that lists each license holder with the type of liquor license they hold and the number of employees they have. If employee training cannot be found, it is listed in this summary. If training cannot be verified, it has been procedure to issue the license and give the business thirty days to provide proof of training for that employee. There are no concerns with staff or the police department about renewing all the liquor licenses.

13. Utah Code Section 52-4-202-2a states a public body which holds regular meetings that are scheduled in advance over the course of a year shall give public notice at least once each year of its annual meeting schedule as provided in this section.

This notice satisfies this requirement for all boards that hold regular meetings.

14. For a few years now, we have recognized the need to remodel and complete various improvements to our Sky Mountain Golf Course pro shop and grill. Further discussion regarding the future of the facilities has generated the idea of expanding the facilities in addition to remodeling. This expansion would be more specific to the grill area and providing a covered new common area, dining and lounge which

would not only further showcase the beauty of Sky Mountain but to also provide additional services for guests.

Recently a graduate student, as part of her final project, provided an additional option and layout which suggests a complete tear down and start over for the pro shop and grill.

It is safe to say that our facilities are in need of remodeling and improvements, the reason why this is coming before the council is to provide an update to the council and seek guidance as to what direction the city would like to take with the future of the Sky Mountain Golf Course.

Included in the packet the council will find two renderings, one with a remodel concept in mind and the other, a full and complete tear down and rebuild of the existing structures and facility.

15. Construction is underway on the city's 2 gym building! As we look to the future, we are currently updating our parks and rec master plan and capital facilities plan with the anticipated completion by June 2024.

Part of the master plan includes a final proposed layout of the ballfields and gym building(s).

Funding opportunities and deadlines are quickly approaching; therefore, the purpose for this agenda item is to make sure staff and council are on the same page as we consider what projects take place next after our 2 gym building is completed, in hopes of securing additional funding for our future projects.

MEMO

Date: December 6, 2023
To: Ken Richins
Cc: Brent Gardner
From: Glen Carnahan
Re: **Hurricane City Pressurized Irrigation & Water Project Funding**

Items:

Following is a summary of the projects that we have been assisting the City with funding on through the State Board of Water Resources (BOWR). Mayor Billings and Brent Gardner from our office attended the BOWR board meeting in Salt Lake City on December 5, 2023. The BOWR has agreed to fund a portion of the projects with 0% interest over 25 years. Attached to this memo is the BOWR Feasibility Report. The projects included are briefly summarized below:

- 1) **Hurricane City Pressurized Irrigation Expansion Project.** This project includes the expansion of the Hurricane Pressurized Irrigation system south of Gould's Wash to approximately 1500 South. This project is being coordinated with the Hurricane Canal Company and is partially funded through an NRCS grant. This project will enable the City to keep primary Virgin River water rights in the Hurricane Valley and will also result in significant conservation of water resources.
- 2) **Goulds Wash Well Project.** This project includes drilling of a new well at the south end of 60 East where it terminates at Goulds Wash as a trailhead. This well will allow the City to utilize water rights from the Goulds Wash area East of the anticline. A test well will be drilled to determine if the water is of culinary quality or irrigation quality. Upon completion of this analysis, the well will be drilled, test pumped and equipped.
- 3) **Sky Ranch Area Tank Project.** This project includes construction of a 2 Million Gallon storage tank on property south of Sky Ranch that was gifted to the City from the Lowe family to supplement the 3580-pressure zone. This pressure zone encompasses much of the Hurricane Valley and recent growth has diminished the City's capacity in this pressure zone. This tank will also help to alleviate pressure and fire flow issues currently experienced in the area due to the distance from the other storage facilities.
- 4) **Sky Ranch Area Well Project.** This project includes drilling of a new well at the south end of the Sky Ranch area at a location identified by a hydrogeologist. Property has been gifted to the City from the Lowe family and Hurricane City has water rights that can be utilized in this well, which will provide a much-needed source on the south end of the Hurricane valley. A test well will be drilled to evaluate water quality at this site also. Upon completion of this analysis, the well will be drilled, test pumped and equipped.

In relation to the funding the following should be noted:

- 1) Interest rates and length of loan are determined by the BOWR affordability guidelines. If the project is modified or reduced in scope, we would need to return to the BOWR for reauthorization. Eliminating portions of the project will most likely increase the interest rate or term of the loan such that the annual payments remain the same.
- 2) The combination of the 0% loan from the BOWR for \$12,665,000 and a potential loan from Zions Bank for \$2,235,000 at 3.7% for these projects has an effective interest rate of 0.65% which is much less than the average inflation rate of 3%.
- 3) Completion of the projects identified will reduce the dependency on purchasing water from the Washington County Water Conservancy District (WCWCD). It is our understanding the cost of producing water resources by Hurricane City is approximately \$0.85 per 1,000 gallons. It is our understanding the cost of purchasing water from the WCWCD will be increasing to \$1.74 per 1,000 gallons next year.
- 4) It is our understanding water rates have already been increased at a rate of \$0.10 per 1,000 gallons which will provide the additional revenue to provide for the loan payments. However, the proposed culinary water projects that are being financed are part of the Culinary Water Capital Facilities Plan and funds collected from impact fees can also be used to pay back portions of the loans.
- 5) Other items to consider in the revenue stream are the consideration of 700 connections no longer using culinary water for outdoor uses. If we consider an amount of 0.25 AF/connection no longer needing culinary water for outdoor use there is a savings of 175 AF of water that the city produces at \$0.85 per 1,000 gallons that can be sold at the current rate of \$1.85 per 1,000 gallons or \$57,000 annually.
- 6) It is our understanding you plan on increasing the secondary water rate to \$18 per month. The additional revenue from this increase would be the current secondary residential connections of 1,537 x \$6 increase plus the anticipated 700 new connections at \$18 or a revenue stream of \$21,822 monthly which would bring additional revenue of \$261,864 annually.
- 7) It is anticipated the drilling of two additional wells will provide at least 600 gpm (ave. 300 gpm each) to the current system. If we pump 210 days a year it will provide 555 AF/year that will not be purchased from the WCWCD. This would also amount to a savings of a \$1 per 1000 gallons or \$181,000 annually.

We hope this information will be beneficial as you discuss these projects with your city council.

End of Memo

BOARD OF WATER RESOURCES

Feasibility Report



Applicant: **Hurricane City**

Project Number: RL591
Fund: Cities Water Loan Fund
Cost Estimate: \$31,300,000

Application Received: 9/27/2023
Board Meeting Date: 12/5/2023

Board Member: Spencer Jones
Project Manager: Ethan Stayner

Project Summary: The purpose of the project is to purchase and install more than 17 miles of pressurized pipeline and construct two settling ponds to expand the existing secondary system. The project also includes the installation of two wells and a 2-million-gallon (MG) tank for the existing culinary system.

Recommendation: Staff recommends the Board authorize 40.5% of the project cost, up to \$12,665,000, and that the bonded indebtedness be returned at 0% interest over 25 years with annual payments of approximately \$528,000 (including reserves).

Project Contacts:

Mayor:
Nanette Billings
147 North 870 West
Hurricane, UT 84737
435-635-2811

Water Superintendent:
Ken Richins
147 North 870 West
Hurricane, UT 84737
435-635-9442

Engineer:
Glen Carnahan
Alpha Engineering
43 South 100 East, Suite 100
St. George UT 84770
435-628-6500

Location

The proposed project is located south of Gould's Wash, in the northeast portion of Hurricane City in Washington County.

Introduction & Background

Hurricane City was first incorporated in 1896. The Board has funded several projects for the Applicant including two culinary projects and two secondary water projects. These were funded between 1978 and 1992 and have all been repaid. Currently, the Board has committed funds for both a loan and an ARPA grant for secondary metering, and a Dam Safety upgrade grant for Frog Hollow Debris Basin.

Existing Conditions & Problems

The Applicant has an irrigation system, south of Gould's Wash, that is a flood irrigation system that was originally used for agricultural irrigation. This part of the city is converting quickly from agricultural land to municipal. This system is inefficient and loses water to seepage and evaporation, and it has also caused flooding on adjacent properties.

As Hurricane City continues to develop, there is a greater demand on the culinary system and there is a need for more source water and storage in that part of the city.

Proposed Project

The purpose of the project is to purchase and install more than 17 miles of pressurized pipeline and construct two settling ponds to expand the existing secondary system. The project also includes the installation of two wells and a 2 MG tank for the existing culinary system.

The irrigation system upgrades will replace the existing flood irrigation system with pressurized pipelines necessary to reach current and future residential property, and connect to the secondary system that exists North of Gould's Wash. The two concrete-lined settling ponds will reduce solids from the secondary water before delivery to customers.

The project for the culinary system includes two wells, both to be drilled to 600 feet deep, with necessary grading and pump stations. One will be constructed on city property in the southeast region of the city (Sky Ranch) with a pump booster station and a de-sanding structure. The other will be constructed on city property near Gould's Wash. There will also be a 2 MG tank constructed near the Sky Ranch well, with necessary piping, valves, and appurtenances.

Benefits

The new pressurized irrigation system will reduce demand on the culinary system from a growing population. Additionally, irrigation for lawns and gardens will be more efficient with a pressurized system and reduce losses. The new wells and storage tank provide additional sources and storage capacity for the culinary system.



Cost Estimate

The following cost estimates are based on the engineer's preliminary design and have been reviewed by staff. Together these projects total \$31,300,000.

Secondary Irrigation System Upgrades

Item	Description	Quantity	Unit	Unit Price	Total
1	4" C-900 PVC Pipe	54	LF	\$60	\$3,240
2	6" C-900 PVC Pipe	46,767	LF	\$66	\$3,086,622
3	8" C-900 PVC Pipe	30,019	LF	\$72	\$2,161,368
4	10" C-900 PVC Pipe	1,086	LF	\$79	\$85,794
5	12" C-900 PVC Pipe	4,264	LF	\$88	\$375,232
6	14" C-900 PVC Pipe	1,384	LF	\$100	\$138,400
7	16" C-900 PVC Pipe	1,349	LF	\$110	\$148,390
8	18" C-900 PVC Pipe	3,829	LF	\$120	\$459,480
9	20" C-900 PVC Pipe	1,348	LF	\$130	\$175,240
10	30" C-900 PVC/DIP Pipe	5,010	LF	\$210	\$1,052,100
11	4" Gate Valve	1	EA	\$2,500	\$2,500
12	6" Gate Valve	74	EA	\$3,000	\$222,000
13	8" Gate Valve	42	EA	\$3,300	\$138,600
14	10" Gate Valve	2	EA	\$4,800	\$9,600
15	12" Gate Valve	6	EA	\$6,500	\$39,000
16	14" Gate Valve	1	EA	\$21,000	\$21,000
17	16" Gate Valve	1	EA	\$24,000	\$24,000
18	18" Gate Valve	2	EA	\$27,000	\$54,000
19	20" Gate Valve	2	EA	\$32,000	\$64,000
20	30" Gate Valve	1	EA	\$48,000	\$48,000
21	Mobilization & Traffic Control	1	LS	\$1,087,533	\$1,087,533
22	3 MG Settling Pond	2	LS	\$734,776	\$1,469,552
23	1.3 MG Sludge Pond	1	LS	\$350,000	\$350,000
24	Pump Station	1	LS	\$1,250,000	\$1,250,000
25	Control Valve Vault, Connections, Pigging & Pond Piping	1	LS	\$2,913,750	\$2,913,750
26	Asphalt Replacement	668,706	SF	\$4.40	\$2,942,306
27	Earthwork, Material & Backfill	1	LS	\$776,352	\$776,352
Secondary System Construction Cost					\$19,098,059
Contingency					\$2,784,941
Administration/Legal					\$100,000
Pond Site Purchase					\$1,750,000
Secondary System Subtotal					\$23,733,000



Culinary System Upgrades

Item	Description	Quantity	Unit	Unit Price	Total
1	Sky Ranch Tank	1	LS	\$2,766,838	\$2,766,838
2	Sky Ranch Well	1	LS	\$2,068,500	\$2,068,500
3	Gould's Wash Well	1	LS	\$1,218,000	\$1,218,000
Culinary System Construction Cost					\$6,053,338
Contingency					\$613,662
Engineering					825,000
Administration/Legal					75,000
Culinary System Subtotal					7,567,000

Cost Sharing & Repayment

The recommended cost sharing and repayment are:

Agency	Cost Sharing	% of Total
Board of Water Resources	\$12,665,000	40.5%
NRCS PL-566 Grant	\$16,400,000	52.4
Applicant	\$2,235,000	7.1
TOTAL	\$31,300,000	100%

Funding from the Natural Resources Conservation Service (NRCS) has been awarded to the Applicant for the secondary irrigation system expansion. The NRCS will pay for 100% of engineering costs and up to 75% of construction costs for this portion of the project.

Staff recommends the Board authorize 40.5% of the project cost, up to \$12,665,000, and that the bonded indebtedness be returned at 0% interest over 25 years with annual payments of approximately \$528,000 (including reserves).

Economic Feasibility

There is no viable alternative for this project; therefore, a benefit/cost ratio of 1.0 has been assigned.

Financial Feasibility

Based on the Board's water service affordability guidelines, residents in Hurricane could pay up to \$56.12 monthly for water. The average secondary water bill was estimated, based on about 25% of the culinary connections also being on the secondary system. The cost of all water, based on 9,077 culinary connections, is shown in the following table.

Water Cost	Annual Cost	Cost/Conn/Mo
Avg. Water Bill	\$4,285,070	\$39.34
Avg. Secondary Water Bill	\$326,772	\$3.00
Property Tax for Water	\$1,105,579	\$10.15
Proposed Board of Water Resources Loan	\$528,000	\$4.85
TOTAL	\$6,245,421	\$57.34

Based on the table, it is noted that the Board repayment will push the Applicant above the affordability guideline by just more than one dollar.

Water Rights & Supply

Hurricane City has the necessary water rights for this project and plans to purchase additional shares from Hurricane Canal Company as they become available.

Easements

The City is in the process of obtaining two small easements. The rest of the construction will take place on city property or existing right-of-way.

Environmental

As part of the requirements for the funding from the NRCS, Environmental Assessment (EA) was completed. In addition to water conservation, this project is expected to positively impact the environment by reducing flood damage to private land, protected watershed, and public recreation areas.

Water Conservation

The expansion of the pressurized irrigation system is expected to save between 800 to 1,200 acre-feet annually.

Applicant's Responsibilities

The Applicant will be required to make all arrangements to sell the Board a non-voted revenue bond, as well as verify it has adequate water rights and rights-of-way to construct the project. If the project is authorized, a full list of requirements and procedures necessary to close the bond will be furnished to the Applicant.

Minutes of the Hurricane City Council meeting held on November 16, 2023, in the Council Chambers at 147 North 870 West, Hurricane, Utah, at 4:00 p.m.

Members Present: Mayor Nanette Billings and **Council Members:** Joseph Prete, Dave Sanders, David Hirschi, Doug Heideman, and Kevin Thomas

Also Present: City Manager Kaden DeMille, City Attorney Dayton Hall, Police Chief Lynn Excell, Power Superintendent Scott Hughes, City Planner Gary Cupp, Planning Assistant Fred Resch III, Water Superintendent Ken Richins, Building Official Larry Palmer, Recreation Director Tiffani Wright, City Engineer Arthur LeBaron, Human Resource Director Sel Lovell, and City Recorder Cindy Beteag.

AGENDA

4:00 p.m. Work Meeting

1. Discussion with Managing Director Joe Spencer with Attainable Housing Agency

Joe Spencer executive director with the Attainable Housing Agency (AHA) mentioned he previously was a municipal bond advisor. His agency rents apartments to people who are at thirty percent of the area median income (AMI). He stated the average home size in Utah is the largest in the nation. The AHA is an interlocal agency that finances, maintains, protects, and promotes affordable and obtainable housing for municipal members. The AHA focuses on the finance and construction of basement apartments and ADUs. Homeowners master lease the basement apartments to the AHA through a municipal bond. The master lease is secured for ten years, and the municipal bond funds are used to transform unfinished basements into apartments. At the end of the master lease, the homeowners can rent the ADU for the total market value.

Mayor Billings reported that the owner would receive \$200 monthly over ten years to pay utilities and property taxes. She explained that the City needs to pass a resolution to join the AHA. Mr. Spencer stated the owner must repay the bond if the home is sold before the ten-year lease expires.

Councilman Prete feels a separate structure ADU is a more viable option. He asked if the homeowner has a role in vetting potential renters. Mr. Spencer reported that the AHA oversees the rental application process.

2. 4:20 p.m. Discussion with USDA-Michele Weaver

Michele Weaver, the U.S. Department of Agriculture Rural Development State Director (USDA), joined the Council meeting online. The USDA has several programs to help people obtain homes, and its mission is to improve the quality of life and economy in rural areas. They offer loans, grants, and utility services. She reviewed the guidelines for their programs: guaranteed home loans, direct home loans, rehabilitation loans and grants, self-help and site loans, and housing preservation grants.

3. 4:40 p.m. Affordable Housing discussion

Gary Cupp reported that the proposed affordable housing ordinance includes a fifteen percent density bonus, a fifty percent reduction in impact fees, and a reduction in development standards. Fred Resch III stated the City received its compliance letter from the State Department of Workforce Services. He noted that the State of Utah has determined that Hurricane City has only made progress on three goals included in the Moderate Income Housing Plan. Mr. Resch III disagrees with the assessment. He has

1 arranged a meeting to obtain more details on showing progress on five goals to obtain priority Utah
2 Department of Transportation funding.

3 Mayor Billings noted that the legislative auditor reported that the Cities had not successfully
4 implemented their proposals. To ensure compliance, the State might implement stronger regulations in
5 the legislative session.

6 **5:00 p.m. Pre-meeting - Discussion of Agenda Items, Department Reports**

7 **1. Promotion presentation of badges**

8 Mayor Billings welcomed the officers and their families. Chief Excell expressed gratitude for the Police
9 Department team. He explained that it is essential to acknowledge the wives and families of the Police
10 Officers serving the community.

11 Chief Excell recognized Lieutenant Brisk, Deputy Chief Kurt Yates, Sergeant Darrin Richmond, and
12 Sergeant Dan Raditz. The officers were pinned by their wives.

13 Fred Resch III reported sending out several short-term rental violation letters this week. He noted that
14 there are now less than twenty unlicensed short-term rentals in Hurricane City.

15 Gary Cupp commented the Board of Commissioners Christmas Thank You Dinner is on December 18th at
16 6:00 p.m. The first workshop for the Parks and Recreation Master Plan was held last week. One hundred
17 twenty-six surveys were received online. There are a lot of requests for more trails, open spaces, sports
18 courts, and dog parks. The survey closes on November 30th; the next workshop will be held in January.

19 Arthur LeBaron stated the 700 West project is paved to the Ivywood subdivision. The retaining wall work
20 along the hill is still underway. He mentioned the new grading process has received good feedback from
21 developers. The Utah Transportation Commission held a meeting today and will meet again tomorrow.
22 They toured today to look at the upcoming projects. Mr. LeBaron explained that the signalized
23 intersections from I-15 to SR-7 are master planned to become separate grade interchanges. He noted
24 that the projects are on a twelve-year timeline.

25 Tiffani Wright reported that early voting is underway at the Community Center, and Election Day is next
26 Tuesday.

27 Ken Richins reported on the water quality of the new well. He provided the report and explained the
28 data gathered. The well is performing better than the other wells.

29 Larry Palmer reported receiving twelve building permit applications in the past two weeks. The footing
30 on the new gym will be poured tomorrow.

31 Scott Hughes advised the City Council that they should have received an invitation to the Utah
32 Associated Municipal Power Systems conference.

33 Sel Lovell stated open enrollment is the last week of November.

34 Chief Excell has the final report for the October incident. He will provide the report to the City Council in
35 December. He will also send out the crime stats for the year.
36

Mayor Billings stated the Legislative breakfast is on December 4th from 8:00-10:00 a.m. to discuss the needs of the City. There will be a Tango Night Fundraiser held on December 16th, the Vietnam Day fundraiser is on January 27th, and Matts Off Road Recovery is raffling off a jeep to donate funds to the Veterans Memorial Park in March.

Dayton Hall reminded the City Council that social events are not meetings under the State Code, and City business cannot be discussed during these events.

Cindy Beteag reported that the election day party is at the City office, the City Council will inspect ballots on November 29th, the County audit is on December 1st, the Council will officially canvass the election on December 5th, and the new Council Members will be sworn in on January 2nd.

6:00 p.m. - Call to Order –

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

Prayer, Thought, and Pledge: Diane Nay

Declaration of any conflicts of interest

Joseph Prete declared a conflict of interest on new business #3. He will refrain from voting. Dave Sanders declared a conflict of interest on new #4. He will vote on the item.

Minutes of the Regular City Council Meeting for November 2, 2023, and special meeting November 8, 2023

Kevin Thomas motioned to approve the Regular City Council Meeting minutes for November 2, 2023, and the special meeting for November 8, 2023. Seconded by Doug Heideman. Joseph Prete, Dave Sanders, David Hirschi, Kevin Thomas, and Doug Heideman – aye. Motion carried unanimously.

Public Forum – Comments From Public

OLD BUSINESS

1. Ordinance 2023-12: Consideration and possible approval of a **Land Use Code Amendment to adopt Title 10 Chapter 52 and amend Title 1 Chapter 4 with regards to affordable housing.** Hurricane City Planning.

Gary Cupp reported that an affordable housing ordinance was drafted to incentivize developers to build affordable housing. Fred Resch III explained that the ordinance includes a fifteen percent density bonus, a fifty percent discount on impact fees, and a setback reduction. Councilman Prete would like to be more conservative and lower the density bonus and discount. He feels there may be better ways to approach affordable housing. Councilman Sanders feels this should be a joint effort. Councilman Prete feels ending short-term rentals in high-density residential areas will help with affordable housing. He thinks the Council needs to explore other options before adopting this ordinance. He is hesitant about implementing incentives that the Council does not regulate. Councilman Thomas feels a smaller zone could be implemented to allow tiny homes.

Mr. Cupp stated the City must comply with the Moderate Income Housing Plan plan by January to prevent a fine and losing Utah Department of Transportation funding. Councilman Hirschi agrees with

Councilman Prete. He also likes Councilman Thomas's suggestion. Councilman Heideman feels that a lower-density bonus is not viable for developers.

Fred Resch III reviewed density bonus calculations. He explained that the City has to report the number of units created due to the Moderate Income Housing Plan. Dayton Hall asked Mr. Resch III to include the impact fee reduction in his viability calculations. Mr. Resch III reported that three affordable housing options must be implemented yearly. Mr. Resch III is meeting with the State to discuss progress requirements.

David Hirschi motioned to table Consideration and possible approval of a Land Use Code Amendment to adopt Title 10 Chapter 52 and amend Title 1 Chapter 4 with regards to affordable housing until a meeting has been held with the State. Seconded by Joseph Prete. Doug Heideman, David Hirschi, and Joseph Prete – aye. Kevin Thomas and Dave Sanders – nay. Motion carried.

Mr. Hall stated the ordinance could be rewritten to allow the City Council to review the density bonus applications.

2. LUCA 23-10: Discuss possible updates to the Land Use Code Amendment pertaining to Title 10 Chapter 51 Subsection 13 regarding whole house vacation rentals. Hurricane City, Applicant.

Mayor Billings explained that this is not an action item. This discussion item addresses short rentals and how they affect affordable housing. The resale value of short-term rental homes is the primary reason home prices have increased. Another problem is that ADUs are used as short-term rather than long-term rentals. Homeowners make more income on the short term rentals. However, this is creating a lack of available housing. She explained that the City Council needs to identify its vision for Hurricane City. Councilman Thomas does not favor the Attainable Housing Agency (AHA) program. He dislikes that the owner has no say in who lives in their unit. He thinks the changing market will fix the problem. Mayor Billings feels it is essential to have more than one solution. She explained that the City Council could increase the density or allow more apartments/condos. However, that does not promote ownership.

Dayton Hall discussed the three proposals. The first proposal eliminates new licenses. The second proposal allows transfer of the license if the new owner lives in the City or has a management company within the City. The third proposal changes the revocation process and allows the Planning Director to revoke the license. This change would remove the political aspect of license revocation. Councilman Hirschi asked if the annual license renewal fee could be increased for owners not living in the City. Mr. Hall will research that possibility. Mayor Billings proposed discontinuing business licenses for short-term rentals in accessory dwelling units (ADU). Mr. Hall advised the City Council that this agenda item pertains to whole-house vacation rentals. Councilman Heideman provided pictures of a nightly rental in his neighborhood.

Julie Krogh explained that rental owners purchase the homes as investments. The City should not be held accountable for the owner's investment. There is no way to monitor how many guests stay in the home, monitor events, or guarantee that the owner is on the premises. The County has admitted that whole house rentals are a significant issue they cannot control. She reported that homeowners ask why commercial rentals are allowed in residential areas. This written comment is attached to the end of these minutes.

Adam Krueger lives in Northern Utah. However, he owns property in Hurricane City. He explained that many farmers in Northern Utah were bought out by developers who promised affordable housing.

1 However, developers cannot guarantee the price of the homes. Tighter restrictions on short-term
2 rentals will not solve the problem. He asked the City Council not to eliminate the waiting list that many
3 owners have been on for several years.

4 Councilman Thomas would like to require the owner, not the property manager, to live in town upon
5 license transfer. Mr. Hall needs to research those restrictions. Councilman Sanders wants to implement
6 a six-month probation period for new applicants. Councilman Prete agrees with Councilman Thomas. He
7 would also like to restrict the number of occupants. Mayor Billings's goal is to address affordability. She
8 feels it is more important to focus on the citizens who can not afford to live in Hurricane City.

9 Mr. Hall noted that Staff has recommended simplifying the revocation process. He confirmed that the
10 City Council favors simplifying the revocation process, removing the waiting list, and adding a probation
11 clause. He will research owner residency requirements.

12 Mayor Billings asked if the City Council supports eliminating new short-term ADU rental licenses. The
13 City Council would like more time to consider that proposal. However, they do support asking the
14 Planning Commission to review that option.

15 **NEW BUSINESS**

16 **1. Consideration and possible approval of Resolution 2023-39 for the Recertification of the**
17 **Hurricane Justice Court**

18 Kaden DeMille reported that the Hurricane Justice Court has to be recertified every four years. The
19 packet includes everything necessary to meet the requirements. Councilman Prete asked if the judge's
20 term is six years. Mr. DeMille explained the judge is re-elected every four years. Councilman Prete asked
21 for a cost analysis of moving the court to the County. Mayor Billings explained that at this time, the
22 Council needs to determine if they want to continue the Justice Court in Hurricane City.

23 Joseph Prete motioned to approve Resolution 2023-39 for the Recertification of the Hurricane Justice
24 Court. Seconded by Doug Heideman. Kevin Thomas, Dave Sanders, David Hirschi, Joseph Prete, and
25 Doug Heideman – aye. Motion carried unanimously. Councilman Prete directed Staff to prepare a cost
26 analysis of moving the court to the County.

27 **2. Consideration and possible approval of local consent for a single event at Sand Hollow Resort-**
28 **Cassandra de St. Jeor**

29 Mayor Billing read the summary included in the packet.

30 Dave Sanders motioned to approve local consent for a single event at Sand Hollow Resort. Seconded by
31 Joseph Prete. Kevin Thomas, David Hirschi, Doug Heideman, Dave Sanders, and Joseph Prete – aye.
32 Motion carried unanimously.

33 **3. Consideration and possible approval of PP23-21 a preliminary plat for Gateway at Sand Hollow**
34 **Commercial, a six lot commercial subdivision** located between SR-9 and Sand Hollow Road.
35 **Western Mortgage & Realty Company, Applicant. Karl Rasmussen, Agent.**

36 Mayor Billings reviewed the summary provided in the packet. She reported that the Planning
37 Commission recommends approval. Karl Rasmussen reviewed the project. He explained that the
38 developer would work with Staff to comply with the planned corridor.

Doug Heideman motioned to approve PP23-21 subject to Staff and JUC comments. Seconded by Dave Sanders. Kevin Thomas, David Hirschi, Doug Heideman, and Dave Sanders – aye. Joseph Prete abstained. Motion carried.

4. Consideration and possible approval of ZC23-27 a **Zone Change Amendment request located at approximately 1120 S 400 W** from RA-1, residential agriculture one unit per acre, to RA-0.5, residential agriculture one unit per half acre. Parcel H-3-2-3-2412-B & H-3-2-3-230911. Kysen Spendlove-Interstate Rock, Applicant.

Mayor Billings reviewed the summary provided in the packet. She noted that the Planning Commission and Staff recommended approval. Kysen Spendlove reviewed the lots included in the application. He reported that the second access would be addressed in the construction drawing process and explained that there would likely be twelve lots after roadway dedications.

Kevin Thomas motion to approve ZC23-27. Seconded by David Hirschi. Joseph Prete, Dave Sanders, Doug Heideman, Kevin Thomas, and David Hirschi – aye. Motion carried unanimously.

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

No closed meeting.

Adjournment: 8:09 p.m.

11/16/23

Thank you to the city Council for this time

The rental owners purchase these homes as an investment. There is no written, nor implied guarantee that along with the purchase there will be a promise that they will get their investment back, make any profits or that they will be able to rent it out as long as they wish. City or county codes/ordinances can and do change and these investors must adhere to any new codes or ordinances just as any other property owner would be.

Investments are speculative and there is no guarantee that comes with that, the City should not be held accountable for the owners investments, which those owners willingly entered into.

There is no real absolute way to monitor or control how many guests actually stay each night for example if there are 40 beds but ordinance says only 20 people who is in there counting to make sure those other beds are empty?, or even if there are events taking place, there is no real way to guarantee if the owner is on premises even if the home states it is "Owner Occupied" You simply cannot just expect the owners and guests to always comply, as previous history shows the rate of actual compliance is not that great.

By their own admission the county has not been able to properly control any of the above, in the 3 commercial rentals in Adobe Hills since their inception.

The city as well as the county had no idea what they were allowing when they started down this path and I have heard from both the county and the city that that it is whole house rentals that are causing the majority of the issues. We the residents have been told the rental owners have a right to do as they wish with their property.. We ask why is a commercially sized rentals allowed in a residential community to begin with? Just because something has been allowed does not dictate it must continue in light of the chaos this is creating for those who are trying to live with them.

Those 3 commercial rentals are the poster child for why commercial whole house rental in a residential neighborhood should no longer be allowed or permitted. They will never fit in to the surrounding community.

The solution is simple and reasonable they need to be moved to a commercially zoned area that is made for those types of rentals, this would allow the rental owners to continue to do what they want to do without removing the peace from a entire residential neighborhood.

Thank you,

Julie Krogh

The city should not be nor any government entity should be in the business of guarantying a business investment. The residents purchased their homes to live in and they should have a reasonable expectation, that a residential neighborhood stays just that and does not turn in to a place where investors can make money at the expense of the residents that have lived there previous to the commercial rentals. Again these commercial businesses were allowed to operate in a residential zone not the other way around.



STAFF COMMENTS

LUCA 23-10: Consideration and possible approval of amendments to **Title 10 of the Land Use Code pertaining to whole home vacation rentals**. Hurricane City, Applicant.

Discussion:

This proposed ordinance amendment was discussed at the two previous City Council meetings. Following the most recent discussion, staff have prepared a revised draft ordinance for the Council's consideration. The proposed ordinance includes the following provisions:

1. The wait list for whole home vacation rentals in residential neighborhoods is eliminated, and no additional licenses will be issued.
2. When a property with an existing whole home vacation rental license is sold, the new owner will have the right to continue the use, subject to the following requirements and conditions:
 - a. New owner must apply for a new license within 45 days of the transfer of ownership;
 - b. The property must be managed by either (1) a property management company licensed by Hurricane City with a staffed office within City limits or (2) an owner who is a resident of Hurricane City;
 - c. The new license will be subject to a 6-month probation period. If the owner or guest violates City Code 2 or more times within the probation period, the license will be revoked.
3. The Planning Director is authorized to revoke whole home vacation rental licenses--both under the "three strike" provision applicable to current licenses and for violations during the probation period for new licenses. Revocations may be appealed to the City's Appeals Board.

The first document in the packet for this item is the proposed ordinance incorporating all the amendments. The second document is a redlined version showing all the proposed changes to the existing ordinance. The red, underlined text show additions to the existing ordinance. The red, struck-through text shows deletions of text in the existing ordinance.

Findings:

Recommendation:

Attachments:

1. Ordinance 2023-20_Whole home vac rentals
2. 231122 STR Ord Revisions in Single Family Zones - Option C (v. 1) (tracked)

3. Letter from Julie Krogh
4. Comments from Rebecca Bronemann
5. Letter in opposition of STR
6. Letters in support of STR
7. LUCA23-10 Vacation Rentals CC Staff Report

**AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING
TITLE 10 CHAPTERS 3, 13, 14 & 51 WITH REGARDS TO WHOLE HOME
VACATION RENTALS**

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

WHEREAS, The City has a desire to amend regulations for whole home vacation rentals within the City; and

WHEREAS, the further regulation of whole home vacation rentals located within residential neighborhoods is necessary to maintain and preserve the public health, safety, and welfare of residents residing in residential neighborhoods,

BE IT HEREBY ORDAINED by the City Council of Hurricane, Utah that the definition of Whole home vacation rental found within Title 10, Chapter 3, Section 4 be amended within Hurricane City Code to read as follows:

Whole home vacation rental means a form of a transient lodging facility specifically classified as an entire single family residential structure that is located in a single family zone, is rented out on a short-term basis, and is not owner-occupied. Whole home vacation rentals are located in a single family zone as identified in chapters 10-13 and 10-14 of this Code, are not a conforming use under the current Code, and are managed locally.

BE IT HEREBY FURTHER ORDAINED by the City Council of Hurricane, Utah that Table 10-13-1 within Title 10, Chapter 13, Section 3 of the Hurricane City Code be amended and replaced with the following:

TABLE 10-13-1

PERMITTED AND CONDITIONAL USES ALLOWED IN RESIDENTIAL ZONES

Use	Zones							
	R1-15	R1-10	R1-8	R1-6	RM-1	RM-2	RM-3	MH/RV
Agricultural uses:								
Accessory building	P	P	P	P	P	P	P	P
Agricultural business	N	N	N	N	N	N	N	N
Agricultural industry	N	N	N	N	N	N	N	N

Agriculture	N	N	N	N	N	N	N	N
Agriculture residential	P	P	P	P	P	P	P	P
Animal specialties	P	P	N	N	N	N	N	N
Animals and fowl for recreation and family food production	P ³ /C	P ³ /C	P ³	P ³	N	N	N	N
Stable, private	N	N	N	N	N	N	N	N
Residential uses:								
Assisted living facility	C	C	C	C	N	N	N	N
Boarding house	N	N	N	N	N	N	N	N
Building, accessory	P	P	P	P	P	P	P	P
Dwelling, earth sheltered	P	P	P	P	P	P	P	N
Dwelling, multiple-family	N	N	N	N	P	P	P	N
Dwelling, single-family	P	P	P	P	P	P	P	P
Dwelling, single-family with single accessory dwelling unit	P	P	P	P	N	N	N	N
Dwelling, temporary	P	P	P	P	P	P	P	P
Dwelling, two-family	N	N	N	N	P	P	P	N
Guesthouse or casita	P	P	P	N	N	N	N	N
Manufactured home	P	P	P	P	N	N	N	P
Manufactured/mobile home park	N	N	N	N	N	N	N	P
Manufactured/mobile home subdivision	N	N	N	N	N	N	N	P
Protective housing facility	N	N	N	N	N	N	N	N
Rehabilitation/treatment facility	N	N	N	N	N	N	N	N
Residential facility for elderly persons ¹	P	P	P	P	P	P	P	P
Residential facility for persons with a disability ¹	P	P	P	P	P	P	P	P
Residential facility for troubled youth	N	N	N	N	N	N	N	N
Short term rental ⁴	N	N	N	N	N	N	N	N
Transitional housing facility	N	N	N	N	N	N	N	N
Public and civic uses:								
Airport	N	N	N	N	N	N	N	N
Auditorium or stadium	N	N	N	N	N	N	N	N
Bus terminal	N	N	N	N	N	N	N	N
Cemetery	P	P	P	P	P	P	P	P

Church or place of worship	P	P	P	P	P	P	P	P
Club or service organization	N	N	N	N	N	N	N	N
College or university	N	N	N	N	N	N	N	N
Convalescent care facility	N	N	N	N	N	N	N	N
Correctional facility	N	N	N	N	N	N	N	N
Cultural service	N	N	N	N	N	N	N	N
Golf course	P	P	P	P	P	P	P	P
Government service	N	N	N	N	N	N	N	N
Hospital	N	N	N	N	N	N	N	N
Operations center	N	N	N	N	N	N	N	N
Park	P	P	P	P	P	P	P	P
Post office	N	N	N	N	N	N	N	N
Protective service	P	P	P	P	P	P	P	P
Reception center	N	N	N	N	N	N	N	N
School, elementary, middle, high or private	P	P	P	P	P	P	P	P
School, vocational	N	N	N	N	N	N	N	N
Stable, public	N	N	N	N	N	N	N	N
Utility, major	N	N	N	N	N	N	N	N
Utility, minor	P	P	P	P	P	P	P	P
Commercial uses:								
Agricultural sales and service	N	N	N	N	N	N	N	N
Animal hospital	N	N	N	N	N	N	N	N
Bail bond service	N	N	N	N	N	N	N	N
Bank or financial institution	N	N	N	N	N	N	N	N
Bed and breakfast, home	P	P	P	P	N	N	N	N
Bed and breakfast inn	N	N	N	N	N	N	N	N
Business equipment rental, services, and supplies	N	N	N	N	N	N	N	N
Car wash	N	N	N	N	N	N	N	N
Club, private	N	N	N	N	N	N	N	N
Construction sales and service	N	N	N	N	N	N	N	N
Convenience store	N	N	N	N	N	N	N	N
Family child daycare facility ²	P	P	P	P	P	P	P	P
Family child group daycare facility ²	C	C	C	C	C	C	C	C

Family child residential certificate care facility ²	P	P	P	P	P	P	P	P
Family childcare center	N	N	N	N	N	N	N	N
Funeral home	N	N	N	N	N	N	N	N
Garden center	N	N	N	N	N	N	N	N
Gas and fuel, storage and sales	N	N	N	N	N	N	N	N
Gasoline service station	N	N	N	N	N	N	N	N
Hostel	N	N	N	N	N	N	N	N
Hotel	N	N	N	N	N	N	N	N
Kennel	N	N	N	N	N	N	N	N
Kennel, residential	P	P	P	P	P	P	P	P
Laundry or dry cleaning, limited	N	N	N	N	N	N	N	N
Liquor store	N	N	N	N	N	N	N	N
Media service	N	N	N	N	N	N	N	N
Medical or dental laboratory	N	N	N	N	N	N	N	N
Medical service	N	N	N	N	N	N	N	N
Motel	N	N	N	N	N	N	N	N
Office, general	N	N	N	N	N	N	N	N
Parking garage, public	N	N	N	N	N	N	N	N
Parking lot, public	N	N	N	N	N	N	N	N
Pawnshop	N	N	N	N	N	N	N	N
Personal care service, home based ²	P	P	P	P	P	P	P	P
Personal instruction service, home based ²	P	P	P	P	P	P	P	P
Printing and copying, limited	N	N	N	N	N	N	N	N
Printing, general	N	N	N	N	N	N	N	N
Produce stand	N	N	N	N	N	N	N	N
Recreation and entertainment, indoor	N	N	N	N	N	N	N	N
Recreation and entertainment, outdoor	N	N	N	N	N	N	N	N
Recreational vehicle park	N	N	N	N	N	N	N	P
Repair service	N	N	N	N	N	N	N	N
Research service	N	N	N	N	N	N	N	N
Residential hosting facility	P	P	P	P	N	N	N	N
Restaurant, fast food	N	N	N	N	N	N	N	N

Restaurant, general	N	N	N	N	N	N	N	N
Retail, general	N	N	N	N	N	N	N	N
Secondhand store	N	N	N	N	N	N	N	N
Shopping center	N	N	N	N	N	N	N	N
Tattoo establishment	N	N	N	N	N	N	N	N
Tavern	N	N	N	N	N	N	N	N
Temporary trailer	P	P	P	P	P	P	P	P
Transportation service	N	N	N	N	N	N	N	N
Vehicle and equipment rental or sale	N	N	N	N	N	N	N	N
Vehicle and equipment repair, general	N	N	N	N	N	N	N	N
Vehicle repair, limited	N	N	N	N	N	N	N	N
Veterinary service	N	N	N	N	N	N	N	N
Warehouse, self-service storage	N	N	N	N	N	N	N	N
Wireless telecommunication facility	See section 10-50-5, table 10-50-1 of this title							
Industrial uses:								
Automobile wrecking yard	N	N	N	N	N	N	N	N
Freight terminal	N	N	N	N	N	N	N	N
Heavy industry	N	N	N	N	N	N	N	N
Junk or salvage yard	N	N	N	N	N	N	N	N
Laundry services	N	N	N	N	N	N	N	N
Manufacturing, general	N	N	N	N	N	N	N	N
Manufacturing, limited	N	N	N	N	N	N	N	N
Mineral extraction	N	N	N	N	N	N	N	N
Wholesale and warehousing, general	N	N	N	N	N	N	N	N
Wholesale and warehousing, limited	N	N	N	N	N	N	N	N

Notes

1. See chapter 46 of this title.
2. See chapter 42 of this title.
3. See section 10-37-15 of this title for permitted animals and fowl.
4. Whole home vacation rentals in residential zones are a nonconforming use pursuant to Ordinance No. 2023-20. See licensing and operations requirements in [Title 10](#), Chapter 51 of this Code.

BE IT HEREBY FURTHER ORDAINED by the City Council of Hurricane, Utah that Table 10-14-1 within Title 10, Chapter 14, Section 3 of the Hurricane City Code be amended and replaced with the following:

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

Use	Zones	
	RA-1	RA-.5
Agricultural uses:		
Agricultural business	P	N
Agricultural industry	N	N
Agriculture	P	P
Animal specialties	P	P
Animals and fowl for recreation and family food production	P	p ³
Stable, private	P	P
Residential uses:		
Assisted living facility	P	P
Boarding house	N	N
Building, accessory	P	P
Dwelling, earth sheltered	P	P
Dwelling, multiple-family	N	N
Dwelling, single-family	P	P
Dwelling, single-family with single accessory dwelling unit	P	P
Dwelling, temporary	P	P
Dwelling, two-family	N	N
Guesthouse	P	P
Manufactured home	P	P

Manufactured/mobile home park	N	N
Manufactured/mobile home subdivision	N	N
Protective housing facility	P	P
Residential facility for elderly persons ¹	P	P
Residential facility for persons with a disability ¹	P	P
Residential facility for troubled youth	C	C
Short term rental ⁴	N	N
Public and civic uses:		
Auditorium or stadium	N	N
Cemetery	P	P
Church or place of worship	P	P
Club or service organization	N	N
Convalescent care facility	N	N
Cultural service	P	P
Golf course	P	P
Hospital	N	N
Park	P	P
Protective service	P	P
Reception center	C	C
Stable, public	P	N
Utility, minor	P	P
Utility substation	P	P
Commercial uses:		
Agricultural sales and service	N	N
Animal hospital	P	P
Bed and breakfast, home	P	P
Bed and breakfast inn	N	N
Garden center	N	N
Kennel, residential	P	P
Licensed family child care ²	P	P

Media service	N	N
Personal care service, home based ²	P	P
Personal instruction service, home based ²	P	P
Produce stand	P	P
Recreational vehicle park	N	N
Residential certificate child care facility ²	P	P
Residential hosting facility	P	P
Temporary trailer	P	P
Veterinary service	N	N
Warehouse, self-service storage	N	N
Wireless telecommunication facility	See section 10-50-5, table 10-50-1 of this title	

Notes

1. See chapter 46 of this title.
2. See chapter 42 of this title.
3. See section 10-37-15 of this title for permitted animals and fowl.
4. Whole home vacation rentals in residential zones are a nonconforming use pursuant to Ordinance No. 2023-20. See licensing and operations requirements in Title 10, Chapter 51 of this Code.

BE IT HEREBY FURTHER ORDAINED by the City Council of Hurricane, Utah, that Title 10, Chapter 51, Section 13 within Hurricane City Code be amended and replaced with the following:

Sec. 10-51-13. Whole home vacation rentals and other short-term rental standards.

- A. Regulations and restrictions imposed by this section are in recognition of the premise that short-term rentals provide lodging for a transient population that may or may not honor neighborhood mores or exhibit neighborly consideration to the same extent as permanent residents. The requirements listed in subsections D, E, and F of this section are based on a desire to maintain the overall residential character of neighborhoods and the purpose of single-family residential zones to promote safe locations for residential uses.
- B. *Business license required.* No dwelling in any permitted zone shall be occupied or used as short-term rental until such time that the owner has obtained a business license issued in accordance with the provisions of this section.

- C. *Conditions for issuance of a business license for a short-term rental.* Where a new short-term rental business is permitted, issuance of a short-term rental business license by the Business License Officer shall be subject to the following:
1. A complete application for a short-term rental business license shall have been submitted in accordance with section 3-1-5, and which shall also include:
 - a. The name, address, and phone number of the owner or other person designated by the owner as the property manager who shall be responsible for ensuring compliance with the rules and regulations specified in this section, and
 - b. A valid state tax number for remittance of transient lodging taxes.
 2. The dwelling unit for which the business license is sought shall be located in a permitted zone according to this title, have been built to meet building and fire codes for transient occupancy, and have been issued a certificate of occupancy.
 3. Portions of a single-family dwelling may not be used as a short-term rental unless located within a recreation resort zone or appropriately licensed as a residential hosting facility in accordance with the regulations for that use. A whole home vacation rental and a residential hosting facility located in a residential zone may not be located in the same single-family dwelling.
 4. In permitted single-family zones, the owner of a single-family dwelling for which a short-term rental business license is sought shall not hold a business license to operate another short-term rental within the City limits. For purposes of this subsection, "owner" means any individual, corporation, partnership, limited liability company, trust or other entity which has a legal or equitable ownership interest in the single-family dwelling, or any individual who has an ownership or beneficial interest in any corporation, partnership, limited liability company, trust, or other entity which has a legal or equitable ownership interest in the single-family dwelling.
- D. *Prohibition of additional whole home vacation rental licenses within single-family zones as described in Title 10, Chapters 13 and 14 of this Code.*
1. From the effective date of this ordinance, no new or additional whole home vacation rentals shall be permitted or licensed within any single-family zones as described in Title 10, Chapters 13 and 14 of this Code.
 2. Whole home vacation rentals with current, valid business licenses shall be permitted to continue to operate and to receive annual renewals of the business licenses, subject to the requirements and conditions of this Section and all City, State, and Federal rules, regulations, laws, and statutes.
 3. In the event of a sale or other transfer of property for which the owner holds a current, valid business license to operate a whole home vacation rental, the purchaser or transferee of the property shall apply for a new license within 45 days of the date of purchase or transfer. If the purchaser or transferee fails to submit a complete business license application within 45 days of the date of purchase or transfer, or if the applicant fails to complete the licensing process within six months after submitting the application, the purchaser or transferee shall not be issued a whole home vacation rental business license.

4. The revocation or non-renewal of a whole home vacation rental business license pursuant to this Code shall terminate any rights of the license holder and property owner to operate a whole home vacation rental at the property.
- E. *Parking regulations.* The following parking regulations apply to property licensed as a whole home vacation rental:
1. No tenant, guest, or other person visiting a whole home vacation rental shall park on a public street.
 2. Off-street parking shall be provided on the same lot as the dwelling that is licensed as a whole home vacation rental.
 3. Off-street parking shall be provided at one vehicle per bedroom. Tandem spaces on a driveway may be used.
 4. No off-street parking space may be located in front of the living area of the dwelling unless there is a circular driveway.
 5. The number of vehicles permitted for the occupants of a whole home vacation rental shall be restricted to the number of off-street parking spaces provided by the owner.
 6. No tenant, guest, or other person visiting a whole home vacation rental shall park or allow to be parked recreational vehicles or trailers of any kind on the public street.
 7. Owner shall supply a parking plan that complies with this section with the business license application.
- F. *Transferee Probation Period and Local Management.*
1. Transferee Probation. A new whole home vacation rental business license issued to a purchaser or transferee of a property pursuant to subsection (D)(3) of this section shall be subject to a six (6) month probation period, with the probation period beginning on the date the new license is issued. In the event of two or more violations of this section committed by an owner or guest, or any combination of the two, the City Planning Director shall revoke the license by issuing a written notice of revocation to the owner. The revocation of the license by the City Planning Director is an administrative decision that may be appealed to the City Appeals Board as set forth in Section 10-6-5.
 2. Local Management. To ensure the proper and timely management of whole home vacation rentals, whole home vacation rental business licenses issued to a purchaser or transferee of a property pursuant to subsection (D)(3) of this section shall be managed by either: (1) a property management company licensed by Hurricane City with a staffed office within City limits or (2) an owner who is a resident of Hurricane City.

BE IT HEREBY FURTHER ORDAINED by the City Council of Hurricane, Utah, that Title 10, Chapter 51, Section 17 within Hurricane City Code be amended and replaced with the following:

Sec. 10-51-17. - Penalty; suspension or revocation of license.

A. Enforcement provisions.

1. Any owner of any dwelling within the City who allows or permits occupation of said dwelling as a short-term rental without having first obtained a business license in accordance with the provisions of this section shall be in violation of this section and shall be subject to a civil citation with a penalty of \$750.00 per day as set forth in section 1-4-5 of this Code. A violator of this paragraph shall also be guilty of an infraction, which shall be punishable by a fine of up to \$750.00 for each such violation.
2. Any owner of any dwelling within the City, who, having first obtained a business license for use or occupation of said dwelling as a short-term rental, thereafter operates or permits the operation of said short-term rental in violation of the terms and provisions of this section shall be subject to a civil citation with a penalty of \$750.00 per day as set forth in section 1-4-5 of this Code. A violator of this paragraph shall also be guilty of an infraction, and shall be punished by a fine of up to \$750.00 for each such violation.
3. Any person who occupies a short-term rental as a guest and who violates any local ordinance or state law shall be subject to arrest, issuance of a citation, or other civil or criminal process in accordance with all state, federal or local statutes, rules, or ordinances.
4. Violation of any provision of this section regulating short-term rentals shall constitute a separate offense for each day said violation occurs or continues.
5. In the event of three or more violations of this section committed by an owner or guest, or any combination of the two, within any 12-month period, the City Planning Director is authorized to revoke the short-term business license by issuing a written notice of revocation to the owner. The revocation of a short-term business license by the City Planning Director is an administrative decision that may be appealed to the City Appeals Board as set forth in Section 10-6-5.
6. In the event of a license being revoked for violations of this chapter, the owner of the property in question shall not be issued a new short-term rental business license for a period of one year, provided that a new license is otherwise permitted and available.

- B.** In addition to the denial, suspension, revocation, or refusal to renew a license as outlined in this chapter, any licensee who shall operate a transient lodging facility in violation of this chapter, and/or any person designated by the licensee as the manager or person in charge of daily operation of said facility who shall permit or allow said facility to operate in violation of this chapter, shall be guilty of an infraction and shall be punished for each offense by a fine as provided in section 1-4-1 of this Code.

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

BE IT HEREBY FURTHER 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.

PASSED AND APPROVED this 7th day of December, 2023

Hurricane City

Nanette Billings, Mayor

Attest:

Cindy Beteag, City Recorder

The foregoing Ordinance was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 7th day of December, 2023. 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
Joseph Prete	_____	_____	_____	_____
David Sanders	_____	_____	_____	_____
David Hirschi	_____	_____	_____	_____
Kevin Thomas	_____	_____	_____	_____
Doug Heideman	_____	_____	_____	_____

Cindy Beteag, Recorder

Sec. 10-3-4. - Definitions of words and phrases.

Whole home vacation rental means a form of a transient lodging facility specifically classified as an entire single family residential structure that is located in a single family zone, is rented out on a short-term basis, and is not owner-occupied. Whole home vacation rentals are located in a single family zone as identified in chapters 10-13 and 10-14 of this Code, ~~are regulated on a per capita and unit separation basis by this Code~~ are not a conforming use under the current Code, and are managed locally.

Sec. 10-13-3. Uses allowed.

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TABLE 10-13-1

PERMITTED AND CONDITIONAL USES ALLOWED IN RESIDENTIAL ZONES

Use	Zones							
	R1-15	R1-10	R1-8	R1-6	RM-1	RM-2	RM-3	MH/RV
Agricultural uses:								
Accessory building	P	P	P	P	P	P	P	P
Agricultural business	N	N	N	N	N	N	N	N
Agricultural industry	N	N	N	N	N	N	N	N
Agriculture	N	N	N	N	N	N	N	N
Agriculture residential	P	P	P	P	P	P	P	P
Animal specialties	P	P	N	N	N	N	N	N
Animals and fowl for recreation and family food production	P ³ /C	P ³ /C	P ³	P ³	N	N	N	N
Stable, private	N	N	N	N	N	N	N	N
Residential uses:								
Assisted living facility	C	C	C	C	N	N	N	N
Boarding house	N	N	N	N	N	N	N	N
Building, accessory	P	P	P	P	P	P	P	P
Dwelling, earth sheltered	P	P	P	P	P	P	P	N
Dwelling, multiple-family	N	N	N	N	P	P	P	N
Dwelling, single-family	P	P	P	P	P	P	P	P
Dwelling, single-family with single accessory dwelling unit	P	P	P	P	N	N	N	N

Dwelling, temporary	P	P	P	P	P	P	P	P
Dwelling, two-family	N	N	N	N	P	P	P	N
Guesthouse or casita	P	P	P	N	N	N	N	N
Manufactured home	P	P	P	P	N	N	N	P
Manufactured/mobile home park	N	N	N	N	N	N	N	P
Manufactured/mobile home subdivision	N	N	N	N	N	N	N	P
Protective housing facility	N	N	N	N	N	N	N	N
Rehabilitation/treatment facility	N	N	N	N	N	N	N	N
Residential facility for elderly persons ¹	P	P	P	P	P	P	P	P
Residential facility for persons with a disability ¹	P	P	P	P	P	P	P	P
Residential facility for troubled youth	N	N	N	N	N	N	N	N
Short term rental ⁴	<u>P-N</u>	<u>P-N</u>	<u>P-N</u>	N	N	N	N	N
Transitional housing facility	N	N	N	N	N	N	N	N
Public and civic uses:								
Airport	N	N	N	N	N	N	N	N
Auditorium or stadium	N	N	N	N	N	N	N	N
Bus terminal	N	N	N	N	N	N	N	N
Cemetery	P	P	P	P	P	P	P	P
Church or place of worship	P	P	P	P	P	P	P	P
Club or service organization	N	N	N	N	N	N	N	N
College or university	N	N	N	N	N	N	N	N
Convalescent care facility	N	N	N	N	N	N	N	N
Correctional facility	N	N	N	N	N	N	N	N
Cultural service	N	N	N	N	N	N	N	N
Golf course	P	P	P	P	P	P	P	P
Government service	N	N	N	N	N	N	N	N
Hospital	N	N	N	N	N	N	N	N
Operations center	N	N	N	N	N	N	N	N
Park	P	P	P	P	P	P	P	P
Post office	N	N	N	N	N	N	N	N

Protective service	P	P	P	P	P	P	P	P
Reception center	N	N	N	N	N	N	N	N
School, elementary, middle, high or private	P	P	P	P	P	P	P	P
School, vocational	N	N	N	N	N	N	N	N
Stable, public	N	N	N	N	N	N	N	N
Utility, major	N	N	N	N	N	N	N	N
Utility, minor	P	P	P	P	P	P	P	P
Commercial uses:								
Agricultural sales and service	N	N	N	N	N	N	N	N
Animal hospital	N	N	N	N	N	N	N	N
Bail bond service	N	N	N	N	N	N	N	N
Bank or financial institution	N	N	N	N	N	N	N	N
Bed and breakfast, home	P	P	P	P	N	N	N	N
Bed and breakfast inn	N	N	N	N	N	N	N	N
Business equipment rental, services, and supplies	N	N	N	N	N	N	N	N
Car wash	N	N	N	N	N	N	N	N
Club, private	N	N	N	N	N	N	N	N
Construction sales and service	N	N	N	N	N	N	N	N
Convenience store	N	N	N	N	N	N	N	N
Family child daycare facility ²	P	P	P	P	P	P	P	P
Family child group daycare facility ²	C	C	C	C	C	C	C	C
Family child residential certificate care facility ²	P	P	P	P	P	P	P	P
Family childcare center	N	N	N	N	N	N	N	N
Funeral home	N	N	N	N	N	N	N	N
Garden center	N	N	N	N	N	N	N	N
Gas and fuel, storage and sales	N	N	N	N	N	N	N	N
Gasoline service station	N	N	N	N	N	N	N	N
Hostel	N	N	N	N	N	N	N	N
Hotel	N	N	N	N	N	N	N	N
Kennel	N	N	N	N	N	N	N	N

Kennel, residential	P	P	P	P	P	P	P	P
Laundry or dry cleaning, limited	N	N	N	N	N	N	N	N
Liquor store	N	N	N	N	N	N	N	N
Media service	N	N	N	N	N	N	N	N
Medical or dental laboratory	N	N	N	N	N	N	N	N
Medical service	N	N	N	N	N	N	N	N
Motel	N	N	N	N	N	N	N	N
Office, general	N	N	N	N	N	N	N	N
Parking garage, public	N	N	N	N	N	N	N	N
Parking lot, public	N	N	N	N	N	N	N	N
Pawnshop	N	N	N	N	N	N	N	N
Personal care service, home based ²	P	P	P	P	P	P	P	P
Personal instruction service, home based ²	P	P	P	P	P	P	P	P
Printing and copying, limited	N	N	N	N	N	N	N	N
Printing, general	N	N	N	N	N	N	N	N
Produce stand	N	N	N	N	N	N	N	N
Recreation and entertainment, indoor	N	N	N	N	N	N	N	N
Recreation and entertainment, outdoor	N	N	N	N	N	N	N	N
Recreational vehicle park	N	N	N	N	N	N	N	P
Repair service	N	N	N	N	N	N	N	N
Research service	N	N	N	N	N	N	N	N
Residential hosting facility	P	P	P	P	N	N	N	N
Restaurant, fast food	N	N	N	N	N	N	N	N
Restaurant, general	N	N	N	N	N	N	N	N
Retail, general	N	N	N	N	N	N	N	N
Secondhand store	N	N	N	N	N	N	N	N
Shopping center	N	N	N	N	N	N	N	N
Tattoo establishment	N	N	N	N	N	N	N	N
Tavern	N	N	N	N	N	N	N	N
Temporary trailer	P	P	P	P	P	P	P	P
Transportation service	N	N	N	N	N	N	N	N

Vehicle and equipment rental or sale	N	N	N	N	N	N	N	N
Vehicle and equipment repair, general	N	N	N	N	N	N	N	N
Vehicle repair, limited	N	N	N	N	N	N	N	N
Veterinary service	N	N	N	N	N	N	N	N
Warehouse, self-service storage	N	N	N	N	N	N	N	N
Wireless telecommunication facility	See section 10-50-5, table 10-50-1 of this title							
Industrial uses:								
Automobile wrecking yard	N	N	N	N	N	N	N	N
Freight terminal	N	N	N	N	N	N	N	N
Heavy industry	N	N	N	N	N	N	N	N
Junk or salvage yard	N	N	N	N	N	N	N	N
Laundry services	N	N	N	N	N	N	N	N
Manufacturing, general	N	N	N	N	N	N	N	N
Manufacturing, limited	N	N	N	N	N	N	N	N
Mineral extraction	N	N	N	N	N	N	N	N
Wholesale and warehousing, general	N	N	N	N	N	N	N	N
Wholesale and warehousing, limited	N	N	N	N	N	N	N	N

Notes

1. See chapter 46 of this title.
2. See chapter 42 of this title.
3. See section 10-37-15 of this title for permitted animals and fowl.
4. Whole home vacation rentals in residential zones are a nonconforming use pursuant to Ordinance No. 2023-20. See licensing and operations requirements in ~~title 3~~ Title 10, Chapter 51 of this Code.

Sec. 10-14-3. - Uses allowed

...

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

Use	Zones	
	RA-1	RA-.5
Agricultural uses:		
Agricultural business	P	N
Agricultural industry	N	N
Agriculture	P	P
Animal specialties	P	P
Animals and fowl for recreation and family food production	P	P ³
Stable, private	P	P
Residential uses:		
Assisted living facility	P	P
Boarding house	N	N
Building, accessory	P	P
Dwelling, earth sheltered	P	P
Dwelling, multiple-family	N	N
Dwelling, single-family	P	P
Dwelling, single-family with single accessory dwelling unit	P	P
Dwelling, temporary	P	P
Dwelling, two-family	N	N
Guesthouse	P	P
Manufactured home	P	P
Manufactured/mobile home park	N	N
Manufactured/mobile home subdivision	N	N
Protective housing facility	P	P
Residential facility for elderly persons ¹	P	P

Residential facility for persons with a disability ¹	P	P
Residential facility for troubled youth	C	C
Short term rental ⁴	P -N	P -N
Public and civic uses:		
Auditorium or stadium	N	N
Cemetery	P	P
Church or place of worship	P	P
Club or service organization	N	N
Convalescent care facility	N	N
Cultural service	P	P
Golf course	P	P
Hospital	N	N
Park	P	P
Protective service	P	P
Reception center	C	C
Stable, public	P	N
Utility, minor	P	P
Utility substation	P	P
Commercial uses:		
Agricultural sales and service	N	N
Animal hospital	P	P
Bed and breakfast, home	P	P
Bed and breakfast inn	N	N
Garden center	N	N
Kennel, residential	P	P
Licensed family child care ²	P	P
Media service	N	N
Personal care service, home based ²	P	P
Personal instruction service, home based ²	P	P
Produce stand	P	P

Recreational vehicle park	N	N
Residential certificate child care facility ²	P	P
Residential hosting facility	P	P
Temporary trailer	P	P
Veterinary service	N	N
Warehouse, self-service storage	N	N
Wireless telecommunication facility	See section 10-50-5, table 10-50-1 of this title	

Notes

1. See chapter 46 of this title.
2. See chapter 42 of this title.
3. See section 10-37-15 of this title for permitted animals and fowl.
4. Whole home vacation rentals in residential zones are a nonconforming use pursuant to Ordinance No. 2023-20. See licensing and operations requirements in ~~title 3~~ Title 10, Chapter 51 of this Code.

...

Sec. 10-51-13. Whole home vacation rentals and other short-term rental standards.

- A. Regulations and restrictions imposed by this section are in recognition of the premise that short-term rentals provide lodging for a transient population that may or may not honor neighborhood mores or exhibit neighborly consideration to the same extent as permanent residents. ~~Separation requirements listed in subsection C of this section and total license limits~~ The requirements listed in subsections D, -E, and F of this section are based on a desire to maintain the overall residential character of neighborhoods and the purpose of single-family residential zones to promote safe locations for residential uses.
- B. *Business license required.* No dwelling in any permitted zone shall be occupied or used as short-term rental until such time that the owner has obtained a business license issued in accordance with the provisions of this section.
- C. *Conditions for issuance of a business license for a short-term rental.* Where a new short-term rental business is permitted, ~~I~~ssuance of a short-term rental business license by the Business License Officer shall be subject to the following:
 1. A complete application for a short-term rental business license shall have been submitted in accordance with section 3-1-5, and which shall also include:
 - a. The name, address, and phone number of the owner or other person designated by the owner as the property manager who shall be responsible for ensuring compliance with the rules and regulations specified in this section, and
 - b. A valid state tax number for remittance of transient lodging taxes.

2. The dwelling unit for which the business license is sought shall be located in a permitted zone according to this title, have been built to meet building and fire codes for transient occupancy, and have been issued a certificate of occupancy.
 3. Portions of a single-family dwelling may not be used as a short-term rental unless located within a recreation resort zone or appropriately licensed as a residential hosting facility in accordance with the regulations for that use. A whole home vacation rental and a residential hosting facility located in a residential zone may not be located in the same single-family dwelling.
 4. In permitted single-family zones, the owner of a single-family dwelling for which a short-term rental business license is sought shall not hold a business license to operate another short-term rental within the City limits. For purposes of this subsection, "owner" means any individual, corporation, partnership, limited liability company, trust or other entity which has a legal or equitable ownership interest in the single-family dwelling, or any individual who has an ownership or beneficial interest in any corporation, partnership, limited liability company, trust, or other entity which has a legal or equitable ownership interest in the single-family dwelling.
 - ~~5. In permitted single-family zones, a whole home vacation rental license shall not be issued if there is another licensed whole home vacation rental property located within 300 feet, as measured along the same street or around the corner, of the front property line corners of the property where the proposed whole home vacation rental license is being sought.~~
- D. ~~Limit on the total number~~*Prohibition of additional* whole home vacation rental licenses within single-family zones as ~~contained described~~ in Title 10, Chapters 13 and 14 of this Code.
1. From the effective date of this ordinance, no new or additional whole home vacation rentals shall be permitted or licensed within any single-family zones as described in Title 10, Chapters 13 and 14 of this Code.
 2. Whole home vacation rentals with current, valid business licenses shall be permitted to continue to operate and to receive annual renewals of the business licenses, subject to the requirements and conditions of this Section and all City, State, and Federal rules, regulations, laws, and statutes.
 3. In the event of a sale or other transfer of property for which the owner holds a current, valid business license to operate a whole home vacation rental, the purchaser or transferee of the property shall apply for a new license within 45 days of the date of purchase or transfer. If the purchaser or transferee fails to submit a complete business license application within 45 days of the date of purchase or transfer, or if the applicant fails to complete the licensing process within six months after submitting the application, the purchaser or transferee shall not be issued a whole home vacation rental business license.
 4. The revocation or non-renewal of a whole home vacation rental business license pursuant to this Code shall terminate any rights of the license holder and property owner to operate a whole home vacation rental at the property.

~~The total number of whole home vacation rental business licenses issued within single family zones shall be limited in accordance with the following:~~

- ~~1. The maximum number of whole home vacation rental business licenses for properties in single family zones to be issued shall be based on the City's total population, allowing three licenses for every 1,000 people of the total population.~~
- ~~2. The total number of licenses available each year shall be recalculated based on an estimated population derived by adding the total number of new dwelling units times 2.779 residents per unit to the prior year's base population. The City shall readjust the population numbers every ten years after the release of the census numbers. If the census numbers are lower than the City's projection, the City shall not revoke any issued license but shall not issue any additional licenses until the City population justifies additional license availability.~~
- ~~3. If, after the maximum number of licenses has been issued, an application meeting all other requirements for issuance of a license is received, the application shall be placed on a waiting list in order of the date of receipt. No fees will be due until a license becomes available. When a license becomes available, the first applicant on the waiting list shall be notified of the license availability, and the applicant shall have 45 days from the date of such notice to file a complete application and pay the filing fee, and six months thereafter to complete the licensing process. In the event that the applicant fails to file a complete application and filing fee within said 45 days, or fails to complete the licensing process within said six months, the application shall be deemed to have expired, and the next applicant will be notified of the license availability, and the same procedure shall apply.~~
- ~~4. In the event of a sale or other transfer of any property containing a dwelling licensed as a whole home vacation rental, the purchaser or transferee of the property is permitted to continue to use the property as a whole home vacation rental, but the purchaser or transferee shall be required to apply for a new license within 45 days of the date of purchase or transfer. In the event that the purchaser or transferee fails to apply for a new license within said 45 days, the license and ability to use the property as a whole home vacation rental will be forfeited, and the owner must reapply for any available license or be placed on the waiting list.~~

E. *Parking regulations.* The following parking regulations apply to property licensed as a whole home vacation rental:

1. No tenant, guest, or other person visiting a whole home vacation rental shall park on a public street.
2. Off-street parking shall be provided on the same lot as the dwelling that is licensed as a whole home vacation rental.
3. Off-street parking shall be provided at one vehicle per bedroom. Tandem spaces on a driveway may be used.
4. No off-street parking space may be located in front of the living area of the dwelling unless there is a circular driveway.

5. The number of vehicles permitted for the occupants of a whole home vacation rental shall be restricted to the number of off-street parking spaces provided by the owner.
6. No tenant, guest, or other person visiting a whole home vacation rental shall park or allow to be parked recreational vehicles or trailers of any kind on the public street.
7. Owner shall supply a parking plan that complies with this section with the business license application.

F. Transferee Probation Period and Local Management.

1. Transferee Probation. A new whole home vacation rental business license issued to a purchaser or transferee of a property pursuant to subsection (D)(3) of this section shall be subject to a six (6) month probation period, with the probation period beginning on the date the new license is issued. In the event of two or more violations of this section committed by an owner or guest, or any combination of the two, the City Planning Director shall revoke the license by issuing a written notice of revocation to the owner. The revocation of the license by the City Planning Director is an administrative decision that may be appealed to the City Appeals Board as set forth in Section 10-6-5.
2. Local Management. To ensure the proper and timely management of whole home vacation rentals, whole home vacation rental business licenses issued to a purchaser or transferee of a property pursuant to subsection (D)(3) of this section shall be managed by either: (1) a property management company licensed by Hurricane City with a staffed office within City limits or (2) an owner who is a resident of Hurricane City.

Sec. 10-51-17. - Penalty; suspension or revocation of license.

A. Enforcement provisions.

1. Any owner of any dwelling within the City who allows or permits occupation of said dwelling as a short-term rental without having first obtained a business license in accordance with the provisions of this section shall be in violation of this section and shall be subject to a civil citation with a penalty of \$750.00 per day as set forth in section 1-4-5 of this Code. A violator of this paragraph shall also be guilty of an infraction, which shall be punishable by a fine of up to \$750.00 for each such violation. ~~In addition, in the event that such dwelling is on the waiting list for a whole home vacation rental as described in this chapter at the time of such violation, the business license application for said dwelling shall be removed from the waiting list and the dwelling shall not be considered for a short-term rental business license unless a new application is submitted.~~
2. Any owner of any dwelling within the City, who, having first obtained a business license for use or occupation of said dwelling as a short-term rental, thereafter operates or permits the operation of said short-term rental in violation of the terms and provisions of this section shall be subject to a civil citation with a penalty of \$750.00 per day as set forth in section 1-4-5 of this Code. A violator of this

paragraph shall also be guilty of an infraction, and shall be punished by a fine of up to \$750.00 for each such violation.

3. Any person who occupies a short-term rental as a guest and who violates any local ordinance or state law shall be subject to arrest, issuance of a citation, or other civil or criminal process in accordance with all state, federal or local statutes, rules, or ordinances.
 4. Violation of any provision of this section regulating short-term rentals shall constitute a separate offense for each day said violation occurs or continues.
 5. In the event of three or more violations of this section committed by an owner or guest, or any combination of the two, within any 12-month period, the ~~City Council~~ City Planning Director is authorized to revoke the short-term business license by issuing a written notice of revocation to the owner. The revocation of a short-term business license by the City Planning Director is an administrative decision that may be appealed to the City Appeals Board as set forth in Section 10-6-5. ~~may, depending on the nature or extent of the violations, proceed with the revocation of the business license for any short-term rental property in accordance with the provisions of the general business license ordinance.~~
 6. In the event of a license being revoked ~~by the City Council~~ for violations of this chapter, the owner of the property in question shall not be issued a new short-term rental business license for a period of one year, provided that a new license is otherwise permitted and available.
- B. In addition to the denial, suspension, revocation, or refusal to renew a license as outlined in this chapter, any licensee who shall operate a transient lodging facility in violation of this chapter, and/or any person designated by the licensee as the manager or person in charge of daily operation of said facility who shall permit or allow said facility to operate in violation of this chapter, shall be guilty of an infraction and shall be punished for each offense by a fine as provided in section 1-4-1 of this Code.

Oct 27, 2023

To the City of Hurricane Planning Commission;

I attended the Hurricane Planning Committee meeting on 10/26/23, I live in Sky Ranch which is currently in the County of Washington and have 3 commercially sized (over 30 ++ beds) STR's above our development in Adobe Hills which all including Sky Ranch could perhaps at some point in the not too distant future be taken into the City of Hurricane, I as well as our neighbors are very interested in how the City of Hurricane is going to propose handling the mess that that the STR's of that size pose for not just the residents that are trying to live with the chaos but for the city itself that is going to be required to handle the enforcement of those commercial rentals in a residential neighborhood.

After listening to the commission members make their comments and observations on the proposed land use code amendment regarding whole house STR's, I was surprised the chairwoman did not declare a conflict of interest as she is a current STR owner. I also feel that having legal council there that night should have been a requirement as clearly having someone with legal knowledge of procedures, codes or ordinances would have been very beneficial and time saving. For an agenda item of this significance and as many questions and discussion that needed to be had, this item should or could have been tabled until all those with the duty to vote could be brought up to speed on the issues and able to make better informed vote.

It was clear that more than a couple of the commissioners are not aware of the reality and the facts of the issues that STR's of that size create inside of a residential neighborhood. It is a known fact that commercially sized STR's will never be able to co-exist in a residential neighborhood they will not be able to exist in harmony and therefore they simply should not have been allowed nor should be allowed in that zone area, ever. The city or the County that have allowed those non-conforming commercial rentals and continue to do so are clearly supporting the owners of those commercial rentals at the expense of the residents.

The commissioners posed questions that for those of us living in this untenable situation have already found and that is enforcement cannot be done in such a manner that it will stop nor slow down the violations.

The County of Washington has tightened their codes in response to the out of control issues, but many by the Counties own admission are very difficult if not impossible too enforce, for example the regulation of owner occupied, there is not ever going to be enough code enforcement officers to watch for this, even if the residents are burdened with being on call to keep their eyes and ears open and report it. The option of limiting the guest to 10, again almost impossible to enforce with out a code enforcement officer standing in the neighborhood watching and counting the guests that are coming and going.. The very fact that the owners currently are calling their "events" by the names of "retreats, groups or gathering" trying to get around the no events ordinance the county has in place is another example of how the owners will do what ever they feel they have to operate the way they want and not follow ordinances. If you simply read the reviews left by those that have rented, weddings reunions, parties all are mentioned as the events that are being enjoyed by the renters, against the county ordinances.

In theory many of the commissioners comments were helpful and thoughtful, clearly they were meant to problem solve, however the facts are not the same as theory and many of the ideas I heard that night have already been tried in the county and have failed to solve the issues.

I do not agree with what I heard from one of the Commission members that it took 7 years to create this mess and it is "Ok by him to " to take 7 years to get out of the mess, this is 100% at the expense of the residents not the owners of the STR's I have to admit I was rather surprised that a planning commission member would take such a stance knowingly encouraging the issues that the residents that live in the area are experiencing on a daily basis to continue to live through.

I did mention to Fred that he might find the newly updated STR ordinances that the County passed a few short months ago might be of interest, along with speaking with perhaps the code enforcement officer, Emerson Rivera or Community Development Department, Scott Messel on the reality of what they just went through. The residents did not get a huge win, the owners of the STR's clearly wield a great amount of power in the decision making but it's a positive step in the right direction.

As I sat there and listened to the commissioners speak I heard over and over again how concerned they were about the owners of the STRs and how they did not want to hurt them, upset them or prevent them from making a income from their investments. I believe if any of the commissioners listen back to the recording you will hear there was maybe 2 or 3 times where there was a concern voiced for the residents. Where is the concern that the residents bought our homes to live a peaceful and quiet existence and now we cannot because greed was allowed to overtake our neighborhood's, those of us that were living in these neighborhood before the STRs were allowed are the real losers here.

If there was no zoning at all and any structure was allowed in any area then the argument would stand as to a property owner having the right to do as they wish with their own property, but there are zones and these commercial STR's are not in the proper zone and those owners should have to abide with the zoning that is in place for these neighborhoods, I can only assume the zones were structured the way they were for a reason and careful thought was put into each zone description. To add one important note to this 2 of the three large STR's did not disclose their intent to rent out their buildings when applying for permits and the county had no procedure for asking questions or looking into that until they were past the point of the county trying to halt the issues, however they then doubled down even knowing all the issues and went and Grandfathered them in, knowing they were not legally zoned, nor where the septic's sized correctly for 60 plus people as well as no safety equipment installed or even inspected as well for safety requirements.

A couple of final thoughts and I respectfully ask that you stay with me on this, I heard more than one commissioner comment on the fact that the STR's are an investment for the owners and investments are by nature speculative there is never a guarantee with an investment, I agree with these comments.

The city should not be nor any government entity should be in the business of guarantying a business investment. The residents purchased their homes to live in and they should have a reasonable expectation, that a residential neighborhood stays just that and does not turn in to a place where investors can make money at the expense of the residents that have lived there previous to the commercial rentals. Again these commercial businesses were allowed to operate in a residential zone not the other way around.

I kept listening for a specific item to be brought up Thursday night, what I heard is that the investors put money into their STR's and should expect to make money from them to recoup their investments and if they cannot sell their investment as a rental then they lose money, what I did not hear HOWEVER is every single time those STR's are rented they are earning money back on their investment, its not JUST from the sale of the property. I find this is an important part to the investors argument that is being repeated by the commission but is not 100 % accurate. They are making money every single day they rent those commercial rentals out.

If a government entity whether it be city or county has determined a change needs to be made for the betterment of the residents that actually live there, why is it that the voice of a few over rides the voice of the many.. There are far more residents that live in Hurricane, shop in Hurricane and support the city and are at the effect of the STR's and they should have a bigger voice than the few that that do not even live in the area and do not have to live with the chaos their businesses bring.

There is a solution, those commercial rentals need to be in a zone that fits their commercial business, the owners would have less restrictions regarding noise, traffic, events, parking etc and the residents can go back to living in a residential neighborhood where they know their neighbors and feel safe and secure. Continuing down this path that is fraught with issues that will never be able to be resolved until those commercial businesses are moved to a place that fits them.

Thank you for your service to the City of Hurricane and your time and consideration of this letter. I am willing to discuss or answer any questions from the Commission regarding this item.

Sincerely,

Julie Krogh

From: [Gary Cupp](#)
To: [Cindy Beteag](#)
Subject: FW: Public Comment on LUCA regarding Vacation Rentals
Date: Monday, October 30, 2023 1:43:10 PM

Another comment for Item 4 this Thursday. This one from Rebecca Bronemann.

Thanks,
Gary

From: Rebecca Bronemann [REDACTED]
Sent: Saturday, October 28, 2023 9:45 AM
To: Brienna Spencer <brienna@cityofhurricane.com>
Subject: Public Comment on LUCA regarding Vacation Rentals

Members of staff and City Council,

I would like to express my regret in voting for option B on LUCA for Title 10 Chapter 13 and 14. Had I voted against the motion, it would not have passed. The reasons I would like to change my vote are as follows.

"When taking away property rights, we need to exhaust every possible option first." This statement was made by Commissioner Goodfellow and I agree. I don't feel we have yet made the effort to explore every possible option. It seems that eliminating full house vacation rentals is a knee jerk reaction to public clamour. I and several of my fellow commissioners have stayed at the same type of vacation rentals in other cities and states and there doesn't seem to be an issue. Perhaps we should look to other cities for tips and advice on how to better regulate our own. I feel that given our status as a tourist town, this option needs to be available for people visiting our area as well as our citizens that use this for income to support their families.

Yes, there are a few bad apples that are not enforcing / monitoring their properties and have violations. When asked how many of these bad actors there are, we were told by staff that it is about 10%. Will we punish the other 90% because of them? That hardly seems like a wise decision. What I would like to see is tighter regulations that make it easier to crack down and revoke business licenses for those who will not comply. These can include things such as:

1. Limiting or reducing the number of guests allowed on a property.
2. Make a non-response to violations a violation in itself. Failure to respond or comply will result in a revocation of the business license.
3. Requiring that vacation rental owners live within a minimum distance of their vacation rental; no more management companies or out of state owners.
4. Have a 3-strike policy and if the offender does not come to the hearing, their licence is automatically revoked. It makes no sense that a license cannot be revoked if they are a no show.
5. Each owner could be required to give their number and the number of the city reporting hotline to the surrounding neighbors.
6. It was suggested to make an annual fee in order to stay on the waiting list. This way it will eliminate those who are not as serious about it as others thereby reducing the number of people waiting.

Is there a way we can streamline or simplify the process of revoking a business license?

I feel that the elimination of the waiting list is unfair to those who have been waiting for years. Why punish them and take away their opportunity because a minority cannot properly run their businesses?

It is also my understanding that the State requires that we allow vacation rentals. It seems that this new policy would eventually eliminate this type of vacation rental entirely. Is this against state code?

As you can see, there are many options and questions that I feel need to be addressed before we take this property right away. Many of our residents use this tool as a way to pay for their current home or supplement their income and they do it responsibly. Removing this option for future license holders is not in the best interest of our city residents. I feel the planning commission was given two very similar and narrow options to choose from by the staff without soliciting more solutions to this amendment.

I did request to change my vote in the meeting, however, staff said I couldn't and we didn't have council there to verify. After the meeting, Councilman Thomas made it known that it was in fact something that could have been done. I am taking this opportunity now to voice my concerns and change my vote.

Thank you for your consideration,
Rebecca Bronemann
Hurricane City Planning Commission.



Cindy Beteag

From: Dana Fallentine <danaholladay1@gmail.com>
Sent: Thursday, November 09, 2023 4:20 PM
To: Cindy Beteag
Subject: Thursday's Meeting X short term rentals!

Dear Cindy,

I feel that the short-term rentals popping up everywhere should be eliminated! I paid a lot of money to buy a short-term rentable unit in a vacation village (Zion Village). I think that the neighborhoods in Hurricane should be preserved for locals and visitors should stay in designated areas.

Please pass this on at the meeting tonight.

Thank you,

Dana

Cindy Beteag

From: Melody Craig <melodyccraig@gmail.com>
Sent: Tuesday, November 07, 2023 5:15 PM
To: Cindy Beteag
Subject: STR's in Hurricane

Cindy,

I am hoping you can forward my letter to the City Council members voting on the 16th.

I purchased this home in 2021 with high hopes of turning it into an income for my family. We only own this one additional property and we were hoping to use it as an STR to help our family financially. We were very disappointed when we realized we had to enter a never ending waitlist before this dream could become a reality. We have been on this list for over 2 years now and believe it would be extremely unfair to do away with it entirely. There have been exceptions made for large developers to allow STR's and don't you think that's unfair? I am a small business owner and large developers can walk in with their deep pockets and get rules changed just like that? I am hoping you will allow short term rentals in Hurricane city because there is a very real need! People need a place to stay and we can and will boost the economy this way.

Sincerely,

Melody Craig

Cindy Beteag

From: Samuel Hepworth <hamuelsepworth@gmail.com>
Sent: Monday, November 06, 2023 7:15 PM
To: Cindy Beteag
Subject: Opinion on STRs in Hurricane

Hello Cindy,

I am writing to express my desire to oppose the legislation that will hinder short term rentals in Hurricane. Hurricane already has strict STR laws compared to many cities so additional legislation is over the top. STRs can help Hurricane have a good economy as it encourages people to vacation there and spend money on the local shops. Also in this current economy people need a way to make some extra money and taking away short term rentals will cut away many people's incomes. For whomever can read this, please consider voting against the legislation that is opposing short term rentals.

Thank you,
Samuel Hepworth

Cindy Beteag

From: Lashell Johnson <lashellbjohnson@yahoo.com>
Sent: Tuesday, November 07, 2023 5:16 AM
To: Cindy Beteag
Subject: Support for Short Term Rentals in Hurricane City

Dear Cindy,

I hope this message finds you well. I am writing to express my strong support for Short Term Rentals (STRs) in Hurricane City. I believe that STRs can play a positive role in our community, providing both economic benefits and unique lodging options for visitors.

It is my understanding that there will be a vote on November 16th regarding potential restrictions on STRs. I want to urge the city council to consider the valuable contributions that well-managed STRs can bring to our community.

I acknowledge the importance of striking a balance between the interests of homeowners, visitors, and the community at large. Responsible hosting and respectful adherence to regulations are essential components of a successful STR program. I am confident that with proper oversight and thoughtful regulation, STRs can continue to thrive in Hurricane City while maintaining the integrity of our neighborhoods.

Even though I may not personally own an STR in Hurricane, I believe that supporting the rights of property owners to engage in responsible short-term rentals is vital for the continued growth and prosperity of our community and state.

Thank you for your time and consideration. I appreciate your dedication to the well-being of Hurricane City and its residents.

Warm regards,

Lashell Johnson

Sent from my iPhone. Have a beautiful day!

Cindy Beteag

From: Dale Christensen <djc1203@gmail.com>
Sent: Monday, November 13, 2023 4:18 PM
To: Cindy Beteag
Subject: Restricting short term rentals

Dear Cindy,

I have rented both short term and long term rentals for more than 10 years and could I just point out some advantages about short term rentals ?

I have found Airbnb guests, in general, to be higher quality, respectful people than other renters. They are usually responsible people with money who travel for work or pleasure.

Every time a guest moves out, the apartment is cleaned. Airbnbs are cleaned more frequently and are cleaner than regular apartments. Airbnbs are also repaired and maintained better than regular rentals.

The guests are usually quiet and don't bother anyone since they are there temporarily and spend most of their time at work or sightseeing.

Airbnbs are furnished and guests just bring a suitcase. Regular tenants tend to be poor and tend to accumulate junk. Airbnbs bypass this problem.

Airbnbs benefit regular people like you and me rather than large corporations such as hotels. They are affordable to families who can't afford to pay for several hotel rooms and encourage families, the kind of people that you want to attract to your city.

These are just a few of my immediate thoughts. I believe most of the complaints of Airbnb's are misinformation possibly from competitor industries such as hotels. Thank you for considering my remarks.

Respectfully,

Dale Christensen



STAFF COMMENTS

Agenda Date:	12/7/2023
Application Number:	
Type of Application:	Land Use Code Amendment
Action Type:	Legislative
Applicant:	Hurricane City
Agent:	
Request:	Amend Title 10 Chapter 51 Section 13 with regards to whole home vacation rentals, and minor associated revisions to Chapters 3, 13, 14 & 51

Updated Discussion:

On October 26, 2023, the Planning Commission voted (4 in favor with 3 against) to approve Option B which would limit the number of whole home vacation rental licenses to the number currently existing and allow for the transfer of the license to a new owner upon sale of the home. The motion included a recommendation to add language citing a specific effective date for the change. After the motion passed, the commissioners expressed misgivings about eliminating the waiting list, and requested that the City Council should be urged to consider keeping the waiting list in place as part of the Option B code amendment.

The City Council discussed this item at the 11/2/23 and 11/16/23 meetings. Following the most recent discussion, staff have prepared a revised draft ordinance for the Council's consideration. The proposed ordinance includes the following provisions:

1. The wait list for whole home vacation rentals in residential neighborhoods is eliminated, and no additional licenses will be issued.
2. When a property with an existing whole home vacation rental license is sold, the new owner will have the right to continue the use, subject to the following requirements and conditions:
 - a. New owner must apply for a new license within 45 days of the transfer of ownership;
 - b. The property must be managed by either (1) a property management company licensed by Hurricane City with a staffed office within City limits or (2) an owner who is a resident of Hurricane City;

- c. The new license will be subject to a 6-month probation period. If the owner or guest violates City Code 2 or more times within the probation period, the license will be revoked.
3. The Planning Director is authorized to revoke whole home vacation rental licenses--both under the "three strike" provision applicable to current licenses and for violations during the probation period for new licenses. Revocations may be appealed to the City's Appeals Board.

Previous Discussion:

Staff received direction from the City Council to prepare an ordinance update limiting the expansion of whole home vacation rentals in the City. These are single family homes that are not owner occupied that are rented on a short-term basis in an otherwise long-term residential neighborhood. These units have historically caused the most enforcement difficulties. After discussion with the Planning Commission, staff has prepared two possible changes to the whole home vacation rental ordinance. These changes do not affect residential hosting or recreation resort units.

- Option A would limit the number of whole home vacation rental licenses to the number currently existing, and eliminate the option of transferring the license to a new owner upon sale of the home.
- Option B would limit the number of whole home vacation rental licenses to the number currently existing but allow for the transfer of the license to a new owner upon sale of the home.

Either option would begin a process of attrition in which the existing whole home vacation rental licenses would terminate over time, and those units would revert back or be converted to long-term occupancy.

Staff is also recommending a change to the use table in Title 10 Chapters 13 and 14 to change short-term rental from “permitted” with a footnote directing readers to the short-term rental code to “not permitted”. The definition of whole home vacation rental in Section 10-3-4 will also be updated.

Updated Recommendation: Staff recommends the City Council consider the revised ordinance and any public comments at the public hearing and approved the land use code amendment to Title 10 Chapters 3, 13, 14 & 51 as outlined above in the updated discussion and as presented in the documents attached to the December 7, 2023 agenda packet.



STAFF COMMENTS

Consideration and possible approval of **local consent for a single event liquor permit** at Sand Hollow Resort-Cassandra de St. Jeor

Discussion:

Sand Hollow Resort is requesting local consent for an event to be held in the rock bowl on February 17, 2024. Sand Hollow Resort has held many events in this same capacity and there have been no issues. A background check was completed last month for the person overseeing the event and there are no concerns.

Findings:

Recommendation:

Attachments:

1. The Grille single liquor event



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

Date of Application 11/22/2023

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

SINGLE EVENT LIQUOR PERMIT

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

SECTION A — BUSINESS INFORMATION

Name of Business: The Grille at Sand Hollow Resort, LLC
Business Phone: 435-656-4653 Email: cassandra@sandhollowresorts.com
Contact Person: Cassandra de St. Jeor
Business Address: 5662 W. Clubhouse Dr. Hurricane, UT 84737
(Street Number) (Suite) (City) (State) (Zip)
Mailing Address (if different): _____
(Street Number) (City) (State) (Zip)
State Sales Tax Number: 37-1903127 Does this business have a current DABC license: Yes
Business Type (check one):
Proprietorship ☐ Partnership ☐ Corporation ☒ Religious Organization ☐ Non-profit Corporation ☐

SECTION B — EVENT INFORMATION

Event Name: Pipoly Wedding
Event Venue: The Rockbowl
5662 Clubhouse Dr. Hurricane Utah 84737
(Street Number) (Suite) (City) (State) (Zip)
Date (s) of the event: Feb Alcohol Service hours: 4pm to 10pm
For the sale of (check all that apply): X Beer Heavy Beer X Wine X Liquor Flavored Malt Beverages
Will food be available? Yes Full Meals? Yes Will minors attend the event? Yes

PART C — BUSINESS OWNER INFORMATION

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

Owner's Name: SHR Operations LLC Title: Owner
Home Address: 5662 W. Clubhouse Hurricane Ut, 84737
(Street Number) (City) (State) (Zip)
Home Phone: 844-404-3260 Cell Phone: 435-656-4653

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

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

STATE OF UTAH)

: ss.

COUNTY OF WASHINGTON)

I, Cassandra de St. Jeor, being first duly sworn, depose and say as follows:

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

SUBSCRIBED AND SWORN TO before me this 22nd day of November 2023

(NOTARY PUBLIC OR CITY LICENSE
OFFICER)

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

Cindy Beteag

From: Licensing
Sent: Wednesday, November 22, 2023 11:36 AM
To: Cindy Beteag
Subject: FW: Single Event Permit - 02/17/24
Attachments: Rockbowl Aerial SS.png; 20231122_000856.pdf; 20231122_000732.pdf; 20231122_000814.pdf

She is sending a check.

From: Cassandra de St. Jeor <cassandra@sandhollowresorts.com>
Sent: Wednesday, November 22, 2023 11:13 AM
To: Licensing <licensing@cityofhurricane.com>
Subject: Single Event Permit - 02/17/24

Hello,

I have attached the necessary documents for obtaining a single event permit for a wedding we're hosting next year. I shared the aerial view for the venue, there are only two entrances & exits to the venue and there will be security posted at both.

Who can the check be made out to?

Please let me know if there is anything missing.

Happy Holidays,

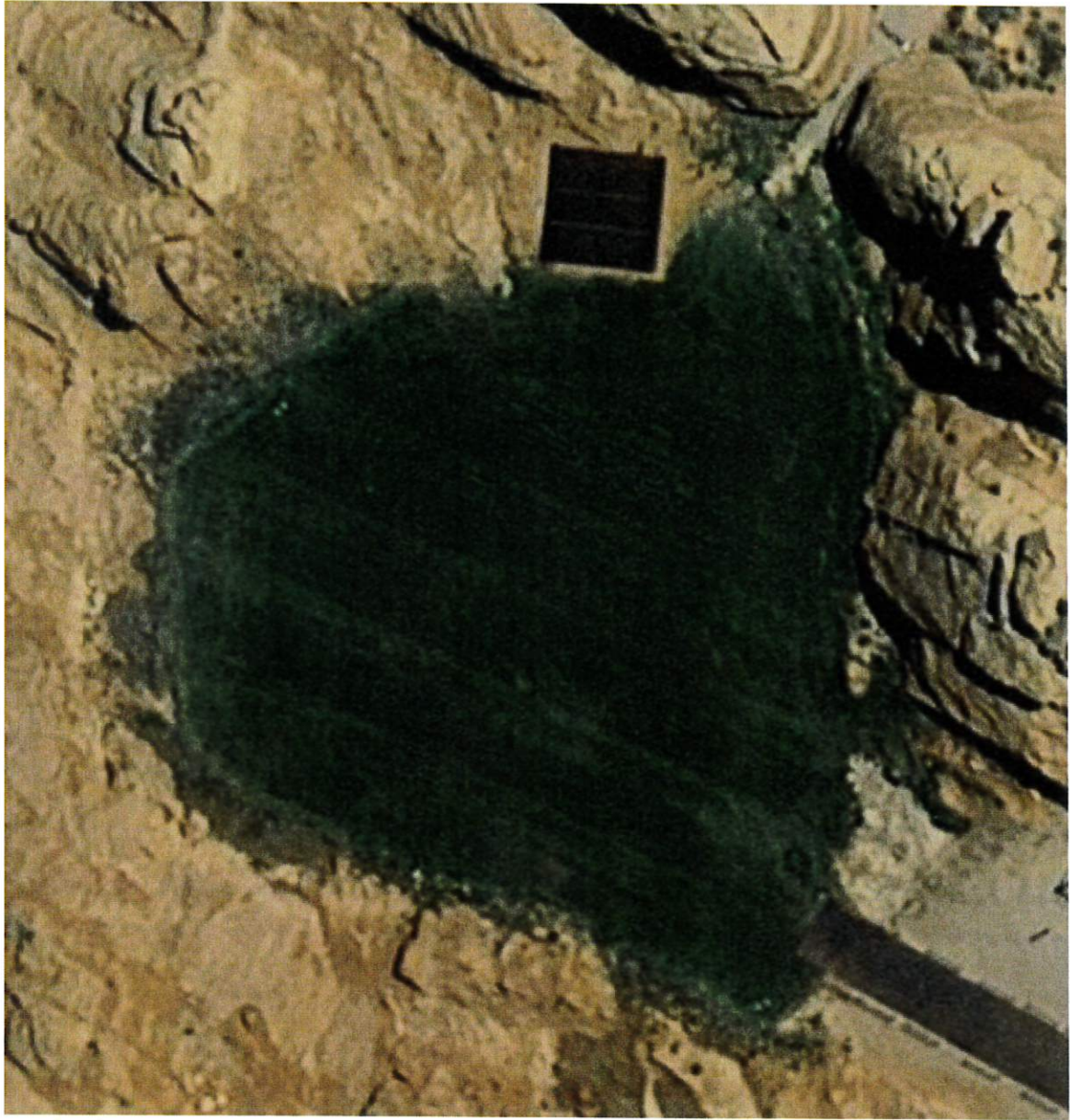
Cassandra de St. Jeor

Events Manager | Sand Hollow Resort
5662 W. Clubhouse Drive, Hurricane, UT 84737

Office: 435.656.4653 Ext: 210

cassandra@sandhollowresorts.com | www.sandhollowresort.com







STAFF COMMENTS

Consideration and possible approval to **pay the impact fees for a new home being built by Habitat for Humanity of Southwest Utah** using funds from Fund 48 Housing Fund

Discussion:

Findings:

Recommendation:

Attachments:

1. Request for Impact Fee Waiver



Habitat for Humanity of Southwest Utah

39 S Main Street
Hurricane, UT 84737
Director@habitatswu.org
(435) 674-7669

October 26, 2023

Kaden DeMille, City Manager
City of Hurricane
147 N 870 W
Hurricane, UT 84737

Dear Mr. DeMille,

I am requesting that the City of Hurricane use funds from its Affordable Housing Plan to pay the impact fees on a new-construction affordable home build in the Falcon Ridge Subdivision.

In 2016 and again in 2020 Habitat for Humanity of Southwest Utah, a local non-profit home builder and advocacy group requested that the city of Hurricane waive the impact fees on two new-construction builds in the Coronado Estates and Falcon Ridge subdivision. Instead of waiving impact fees, you elected to use the city's affordable housing fund to pay for those impact fees; and I am hoping that you will consider doing that again for our 26th home build in the Falcon Ridge Subdivision in Hurricane.

Habitat for Humanity of Southwest Utah provides safe, decent, affordable housing for low-income families by building or rehabilitating homes in partnership with our community. This year, we are excited to begin building a home for the Engbretsen Family. Linda, Samuel, and Lily (10) have been selected through our rigorous selection process. They have demonstrated a need, a willingness to partner, and an ability to repay a mortgage and we are confident that her family will be given new opportunities to thrive because Linda and Samuel will no longer be forced to make tradeoffs between supporting their family and providing safe housing. This will be the first home Habitat for Humanity has built in Hurricane that will be fully Handicap accessible to accommodate the needs of both Samuel, and their daughter Lily.

Our partner families pay back zero-percent interest home loans and provide 250 sweat equity hours on the construction of their home and our hand-up philosophy ensures that we are investing in families that are homeowner ready.

We are happy to go before the City Council with this request. Please let me know what is needed to proceed.

Sincerely,

Krista Longhurst

Executive Director





STAFF COMMENTS

Consideration and decision on an **appeal of the denial of a business license for a home-based pet care facility**. -Melanie Watanabe

Discussion:

Homegrown Pet Care applied for a home-based business license on October 11, 2023, for pet care, boarding, daycare, and grooming. The zoning for the property where the business would be located is Residential (R-1-10). Staff reviewed the application in accordance with the licensing procedures and requirements for home-based businesses. It was determined that the requested license could not be issued for two different reasons: (1) pet care, boarding, daycare, and grooming is not permitted as a home-based business under Hurricane City Code section 10-42-3 and (2) the operation of a commercial kennel is not a permitted use in the zoning for the property. A commercial kennel is defined as a commercial establishment having three or more dogs over the age of four months for the purpose of boarding, breeding, buying, selling, grooming, letting for hire, or training for a fee. HCC 10-3-4. Hurricane City Code 10-13-3 and Table 10-13-1 specifies that commercial kennels are not permitted in any residential zone. Based on the information provided by the applicant, City staff determined that the proposed use was not permitted as a home-based business and that the proposed use for pet care, boarding, daycare, and grooming clearly met the definition of a commercial kennel, which is not a permitted use for the applicant's property. Therefore, the application was denied on November 08, 2023.

Hurricane City Code 3-1-9 states that denial of a business license application may be appealed by the applicant to the City Council by filing a written notice of appeal with City Recorder within 15 days of the denial. The applicant filed the notice of appeal on November 21, 2023.

The only question for the Council's consideration is whether the applicant's proposed use is permitted under the Code as presently written. The Council cannot grant exceptions or variances to the adopted Code. If the Council disagrees with staff's findings and determines that the use is permitted, then the appeal should be granted based on the finding that the proposed use is permitted as a home-based business and does not constitute a commercial kennel. On the other hand, if the Council finds that the proposed use is not permitted as a home-based business and does meet the definition of a commercial kennel, the appeal should be denied.

Findings:

Recommendation:

Attachments:

1. Homegrown Pet Care Appeal
2. Homegrown Pet Care License Denial-Letter from police

Notice of Appeal:

City Recorder,

We would like to appeal the decision to deny our request for a business license. We believe that an in-home pet care is not fundamentally different from an in-home child care, except that pet care carries much less liability.

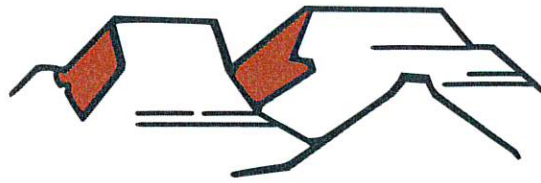
Additionally, we already contract with Rover to provide this service, and we believe the community benefits from having a trusted member of the community that is licensed to perform this work.

Thank you for reconsidering.

Sincerely,
Melanie and Emerson Watanabe
Homegrown Pet Care LLC

Mayor
Nanette Billings

City Manager
Kaden DeMille



HURRICANE CITY

UTAH

City Council
Joseph Prete
David Sanders
David Hirschi
Kevin Thomas
Doug Heideman

November 08, 2023

Homegrown Pet Care LLC
3389 W 2430 S
Hurricane, UT 84737

RE: Denial of Business License Application for a Home-based Pet Care Facility

Emerson and Melanie Watanabe:

On October 11, 2023, a business license application was submitted to my office for your business along with payment of the license application fees. This application was reviewed in accordance with the licensing procedures and requirements for home-based businesses. It has been determined that the requested license cannot be approved or issued because it is not a permitted use within Hurricane City Code 10-42-3.

The \$25.00 for the application fee is not refundable. Operating the business without a license would subject you to citation for operating without a valid business license. Enclosed is a \$50.00 refund check.

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

Thank you,

Karri Richardson

Karri Richardson
Licensing Clerk



Business License Processing Checklist

Business Name Homogrown Pet Care LLC Date Received 11-7-23

- ☒ Fees paid
☒ Background check completed date NA
☒ Staff meeting review 11-8 Date reviewed _____
☒ Transferred to Zoning/Building Department

Certificate of Occupancy or Tenant Improvement Inspection required ☐ yes ☒ no

Comments/Problems: _____

- ☐ Zoning/Building approval _____ Date approved _____
Fire Inspection required ☐ yes ☒ no _____ Date passed (if yes) _____
Health Department Certificate required ☐ yes ☒ no _____ Date received (if yes) _____
Sales tax number/outlet required ☐ yes ☒ no _____ Date verified (if yes) _____
Professional license(s) required ☐ yes ☒ no _____ Date verified (if yes) _____
Any additional reviews, approvals, State license(s) required: _____

☐ License cannot immediately be approved

Explanation: _____

☐ License issued _____ Date issued ☐ Mailed ☐ Picked Up



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

Date of Application _____

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

BUSINESS LICENSE APPLICATION

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

SECTION A — BUSINESS INFORMATION

Name of Business: Homegrown Pet Care LLC

Business Phone: 808-554-7517 Business Email: homegrownpetcare@gmail.com

Business Address: 3389 W 2430 S Hurricane, UT 84737
(Street Number) (Suite) (City) (State) (Zip)

Mailing Address (if different): 3389 W 2430 S Hurricane, UT 84737
(Street Number) (City) (State) (Zip)

State Sales Tax Number (if applicable): _____ Dept. of Commerce Entity #: 13592050-0160

Professional License # (if applicable): _____ Federal Identification #: 93-3827360

Website: h/a

Description of Business: Pet care, boarding, day care, grooming

Will there be any building or remodeling: no Will the business be located in a newly constructed building: no

Commercial Lease-Property Owner Written Approval: n/a Are you a Sexually Oriented Business: no

Does your business sell alcohol: no Does your business sell tobacco products: no

PART B — HOME OCCUPATION APPLICANTS ONLY

Will customers visit the home yes

Will display or stock of merchandise be at home no

Will employees be at the house no

Any unusual traffic be created in neighborhood no

Will parking on roadside be needed no

Will flammable, toxic or poisonous materials be kept at the home no

Will there be any disposal of material into the septic or sewersystem? no

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

PART C — BUSINESS OWNER INFORMATION

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

Owner's Name: Emerson and Melanie Watanabe Phone Number: 808-554-7517

Home Address: 3389 W 2430 S Hurricane, UT 84737
(Street Number) (City) (State) (Zip)

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

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

Office Use Only

TOTAL FEES \$ 75 AMOUNT PAID \$ 75

DATE 11-7-23 RECEIPT # 8.173987

CITY LICENSE NUMBER _____

Home Occupation: yes / no Zone: R1-10 Permitted Use: yes / no

Planning Commission Approval Required: yes / no If yes, which approval: site plan / conditional use

Planning Commission approval date: N/A Zoning approval/date: _____

New Construction: yes / no Remodel: yes / no Building Permit: yes / no

Certificate of Occupancy or Tenant Improvement inspection required: yes / no

Mayor

Nanette Billings

November 28,

City Manager

Kaden C. DeMille

Chief of Police

Lynn L. Excell

Mayor



HURRICANE CITY

Police

UTAH

City Council

Joseph Prete

David Sanders

David Hirschi

Kevin Thomas

Doug Heideman

2023

Billings,

Hurricane City Council,

Re: Business License Denial for

Homegrown Pet Care LLC.

I support Hurricane City in the denial of the business license for Homegrown Pet Care LLC due to the fact that the address for this business is in a residential neighborhood and not in a commercial zone. With this proposed business being a kennel facility, it would be distinctly different from a Day Care or Childcare business where the noise and potential for odors would be detrimental to the neighborhood and residents. If this license is granted, I would expect to receive a large volume of calls from neighbors relating to the disruption of the health, safety, and welfare of their neighborhood.

Bottom line, I would ask that the Hurricane City Council support the current Hurricane City Ordinance 10-42-3 and the Hurricane City Staff and not allow this business license to be granted in a residential neighborhood. If the applicants wish to find a location in a commercial zone that allows this type of business to operate, the license should be considered for approval. Thanks for your consideration of my opinion and request.

Lynn L. Excell, Chief of Police





STAFF COMMENTS

Public Hearing to take comments on the following:

Discussion:

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

Declaring property located at 2300 S 650 West, a portion of parcel number H-3-2-10-2313, as surplus property

Discussion:

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

Disposal of remainder parcels along Sand Hollow Road

Discussion:

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

Consideration and possible approval of **Resolution 2023-40 disposing of property located at approximately 2300 S 650 W, a portion of parcel number H-3-2-10-2313.** -Beau Davis

Discussion:

Beau Davis came before the Council on November 2, 2023, with a proposal to construct an additional 107 linear feet of curb, gutter, sidewalk, and 1,600 sq. ft of pavement, remove all trash and debris that has been collected over the years in the retention basin, grade and cover west slopes of retention basin with more erosion-resistant material than the current native soil in exchange for approximately 0.85 acres of city-owned property. Council discussed the possibility of Mr. Davis also installing a bike skills park. They directed staff to pursue the process of disposing of the property.

A public notice has been posted for the required 14 days.

Findings:

Recommendation:

Attachments:

1. Resolution 2023-40 disposal of a portion of H-3-2-10-2313 (v. 2)

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH,
APPROVING THE DISPOSAL OF A PORTION OF PARCEL H-3-2-10-2313**

WHEREAS, Hurricane City Code 1-10 allows the City to dispose of surplus property that is deemed unusable or surplus; and

WHEREAS, Beau Davis, an owner of land adjacent to Parcel Number H-3-2-10-2313, has petitioned the City Council to dispose of approximately 0.85 acres of the parcel as part of Beau Davis's development of Hurricane Heights Storage in exchange for providing certain services and improvements along 2300 South and on the property that shall remain the City's; and

WHEREAS, a portion of Parcel H-3-2-10-2313 is surplus and the services and improvements provided as consideration for the exchange will provide a greater benefit to the public; and

WHEREAS, the City has held a public hearing and provided notice as required in Utah Code 10-8-2 Disposal of Real Property; and

WHEREAS, the proposed disposal has been presented to the Hurricane Joint Utility Committee, and no objections were raised; and

WHEREAS, the disposal will not negatively affect adjacent property owners; and

WHEREAS, the specific terms of the exchange shall be agreed to in a written agreement approved by the City Council prior to any conveyance of the property by the City,

BE IT HEREBY RESOLVED by the City Council of Hurricane, Utah that a portion of Parcel H-3-2-10-2313, as described at Exhibit A attached hereto, be disposed of to Hurricane Heights Storage/Beau Davis; provided, however, that the Mayor is not authorized to convey the property until the terms of the exchange have been confirmed in a written agreement approved by the City Council and executed by both parties.

DATED this 7th day of December 2023

Nanette Billings, 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 7th day of December 2023. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

	Yea	Nay	Abstain	Absent
David Hirschi	_____	_____	_____	_____
Kevin Thomas	_____	_____	_____	_____
Joseph Prete	_____	_____	_____	_____
Dave Sanders	_____	_____	_____	_____
Doug Heideman	_____	_____	_____	_____

Cindy Beteag



STAFF COMMENTS

Consideration and possible approval of **Resolution 2023-41 authorizing the disposal of the remainder parcels** along Sand Hollow Road due to realignment

Discussion:

Findings:

Sand Hollow Road is being expanded and partially realigned as part of the Sand Hollow Gateway PID. The right-of-way is being widened from 84 feet to 112 feet. The property owners along the corridor are voluntarily dedicating the additional width. Due to realignment of the alignment there are several parcels from the existing dedicated roadway area that will no longer be necessary for Sand Hollow Road.

The PID has bonded for the new road to be built as proposed, and it is currently under construction. Public Works has sent an inquiry out to the members of the Joint Utility Company to evaluate the existence of utility lines in the disposal parcels.

Recommendation:

It is recommended that the road property falling outside of the updated Sand Hollow Road dedication be disposed of to the adjacent land owners, subject to the following conditions:

1. The new configuration of Sand Hollow Road that is being constructed by the Sand Hollow Gateway PID needs to be completed prior to executing deeds to dispose of any roadway parcels that are being considered for abandonment.
2. Any utilities that are to remain in the disposal parcels need to have an easement reserved for their continued existence in their current location.

Attachments:

1. Resolution 2023-41 Disposal of remainder parcels along Sand Hollow Road (v. 2)
2. Sand Hollow abandonment exhibits

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH,
APPROVING THE ABANDONMENT OF REMAINDER PARCELS ALONG THE
SAND HOLLOW ROAD PUBLIC RIGHT-OF-WAY DUE TO REALIGNMENT**

WHEREAS, Utah Code 72-5-105 grants the City power to abandon public highways, streets, or roads that are maintained and operated by the City; and

WHEREAS, the adjacent property owner has petitioned the City requesting the public right-of-way located adjacent to its property identified by the County Assessor as Parcel Numbers H-4-2-11-21121-GS1, H-4-2-1-234-GS1, H-4-2-1-236-GS1, H-4-2-1112-GS1, and H-4-2-1-4203-GS1 be abandoned to the property owner; and

WHEREAS, the property proposed for abandonment is beyond the roadway requirements within the City's Transportation Master Plan; and

WHEREAS, the total area of the property proposed for abandonment totals approximately 134,590 square feet or 3.09 acres; and

WHEREAS, the City has held a public hearing and provided notice as required in Utah Code 10-9a-208; and

WHEREAS, the proposed abandonment has been presented to the Hurricane Joint Utility Committee and no objections were raised; and

WHEREAS, the Hurricane City Council finds that the property to be disposed of is surplus property; and

WHEREAS, the property owner has submitted construction plans for Sand Hollow that have been approved by the City that would support the abandonment of the public right-of-way; and

WHEREAS, the property to be disposed of currently contains roadways and utilities; and

WHEREAS, the abandonment will not negatively affect adjacent property owners, provided that no conveyance occurs until the roadways are relocated and the utilities are either relocated or protected by an easement,

BE IT HEREBY RESOLVED by the City Council of Hurricane, Utah that the property described in the attached exhibits to vacate the public roadway be abandoned and incorporated into the adjacent property; provided that no conveyance of the property shall occur until such time that the existing roadways are relocated out of the property and the existing utilities are either relocated or protected by an appropriate easement; and

BE IT HEREBY RESOLVED FURTHER by the City Council of Hurricane, Utah that the abandonment shall not release the property owner of their obligation to provide a public utility easement or needed improvements to the right-of-way as part of any future development of parcel H-4-2-11-21121-GS1, H-4-2-1-234-GS1, H-4-2-1-236-GS1, H-4-2-1112-GS1, and H-4-2-1-4203-GS1.

DATED this 7th day of December, 2023.

Nanette Billings, 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 7th day of December, 2023. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

	Yea	Nay	Abstain	Absent
David Hirschi	_____	_____	_____	_____
Kevin Thomas	_____	_____	_____	_____
Joseph Prete	_____	_____	_____	_____
Dave Sanders	_____	_____	_____	_____
Doug Heideman	_____	_____	_____	_____

Cindy Beteag

SAND HOLLOW ROAD ABANDONMENT EXHIBIT

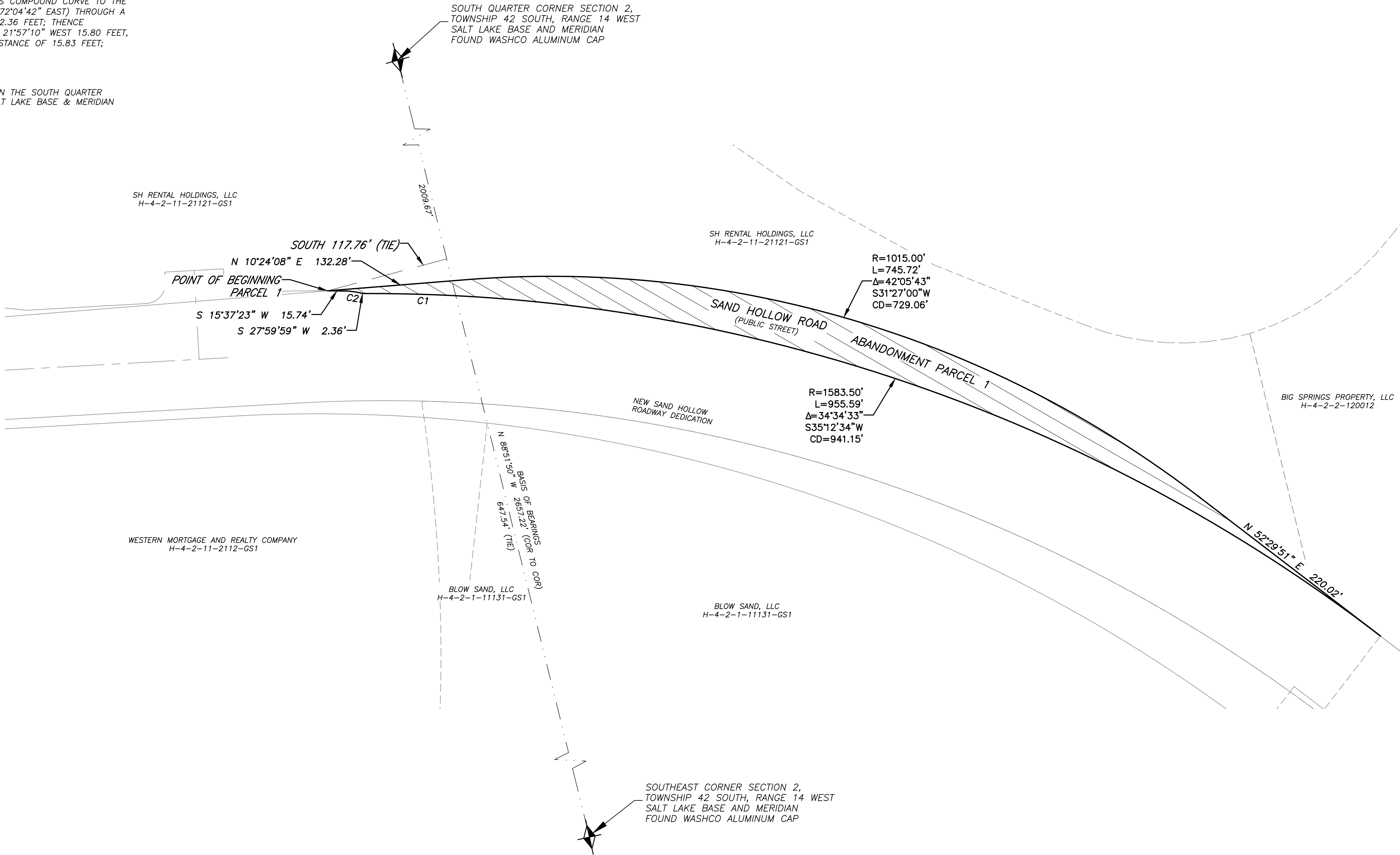
LOCATED IN SECTIONS 1, 2 & 11
TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN

LEGAL DESCRIPTION

ABANDONMENT PARCEL 1
BEGINNING AT A POINT THAT LIES NORTH 88°51'50" WEST 647.54 FEET ALONG THE SECTION LINE AND SOUTH 117.76 FEET FROM THE SOUTHEAST CORNER OF SECTION2, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 10°24'08" EAST 132.28 FEET; THENCE NORTHEASTERLY ALONG A 1,015.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 31°27'00" EAST 729.06 FEET, CENTER POINT LIES SOUTH 79°35'52" EAST) THROUGH A CENTRAL ANGLE OF 42°05'43", A DISTANCE OF 745.72 FEET; THENCE NORTH 52°29'51" EAST 220.02 FEET; THENCE SOUTHWESTERLY ALONG A 1,583.50 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 35°12'34" WEST 941.15 FEET, CENTER POINT LIES SOUTH 37°30'09" EAST) THROUGH A CENTRAL ANGLE OF 34°34'33", A DISTANCE OF 955.59 FEET; THENCE SOUTHERLY ALONG A 1,583.50 FOOT RADIUS COMPOUND CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 16°18'59" WEST 88.72 FEET, CENTER POINT LIES SOUTH 72°04'42" EAST) THROUGH A CENTRAL ANGLE OF 03°12'38", A DISTANCE OF 88.73 FEET; THENCE SOUTH 27°59'59" WEST 2.36 FEET; THENCE SOUTHERLY ALONG A 75.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 21°57'10" WEST 15.80 FEET, CENTER POINT LIES SOUTH 62°00'01" EAST) THROUGH A CENTRAL ANGLE OF 12°05'38", A DISTANCE OF 15.83 FEET; THENCE SOUTH 15°37'23" WEST 15.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 26,101 SQUARE FEET OR 0.60 ACRES.

BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 88°51'50" WEST 2657.22' FEET BETWEEN THE SOUTH QUARTER CORNER AND SOUTHEAST CORNER OF SECTION 2 TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE & MERIDIAN

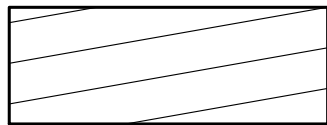


LEGEND

- SECTION LINE
- PUBLIC STREET BOUNDARY
- ADJACENT PROPERTY LINE
- STREET CENTERLINE
- PUBLIC UTILITY EASEMENT LINE



SECTION MONUMENT
AS DESCRIBED ON PLAT



PORTION OF ROAD TO BE ABANDONED

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD DIR.	CHORD LEN.
C1	88.73	1583.50	3°12'38"	S 16° 18' 59" W	88.72
C2	15.83	75.00	12°05'38"	S 21° 57' 10" W	15.80

REVISIONS		DATE	BY
NO	DESCRIPTION		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
209 South 850 West, Suite 1
Hurricane, UT 84757
Phone: (435) 888-8871 Fax: (435) 888-8871



EXHIBIT
SAND HOLLOW ROAD ABANDONMENT
HURRICANE CITY, WASHINGTON COUNTY, UTAH
LOCATED IN SECTIONS 1241, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN

DATE: 03/03/2023
SCALE: 1"=60'
JOB NO.
336-004
SHEET NO:
1 OF 2

IN PARTNERSHIP WITH
AMERICAN
★ CONSULTING & ENGINEERING ★
1173 SOUTH 250 WEST, SUITE 504
ST. GEORGE, UT 84770
OFFICE: (435) 288-3330

SAND HOLLOW ROAD ABANDONMENT EXHIBIT

LOCATED IN SECTIONS 1, 2 & 11
TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN

LEGAL DESCRIPTION

ABANDONMENT PARCEL 2
BEGINNING AT A POINT THAT LIES SOUTH 88°46'40" EAST 2,257.05 FEET ALONG THE SECTION LINE AND NORTH 2,270.31 FEET, FROM THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 08°49'37" WEST 14.08 FEET; THENCE NORTHEASTERLY ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 32°58'22" EAST 26.66 FEET, CENTER POINT LIES NORTH 81°10'23" EAST) THROUGH A CENTRAL ANGLE OF 83°35'59", A DISTANCE OF 29.18 FEET; THENCE NORTH 74°46'22" EAST 269.60 FEET; THENCE NORTH 87°16'22" EAST 73.98 FEET; THENCE EASTERLY ALONG A 1,628.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 79°41'40" EAST 429.41 FEET, CENTER POINT LIES NORTH 02°43'38" WEST) THROUGH A CENTRAL ANGLE OF 15°09'24", A DISTANCE OF 430.66 FEET; THENCE NORTH 72°06'58" EAST 135.59 FEET; THENCE NORTHEASTERLY ALONG A 600.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 62°00'13" EAST 210.70 FEET, CENTER POINT LIES NORTH 17°53'02" WEST) THROUGH A CENTRAL ANGLE OF 20°13'29", A DISTANCE OF 211.79 FEET; THENCE NORTH 74°46'22" EAST 16.85 FEET; THENCE NORTH 84°14'14" EAST 33.45 FEET; THENCE NORTH 74°46'22" EAST 85.49 FEET; THENCE EASTERLY ALONG A 174.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 75°13'28" EAST 28.19 FEET, CENTER POINT LIES SOUTH 10°07'45" WEST) THROUGH A CENTRAL ANGLE OF 09°17'34", A DISTANCE OF 28.22 FEET; THENCE SOUTHWESTERLY ALONG A 675.11 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 43°42'55" WEST 76.74 FEET, CENTER POINT LIES NORTH 49°32'34" WEST) THROUGH A CENTRAL ANGLE OF 06°30'57", A DISTANCE OF 76.78 FEET; THENCE SOUTHWESTERLY ALONG A 694.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 59°22'29" WEST 306.13 FEET, CENTER POINT LIES NORTH 43°22'00" WEST) THROUGH A CENTRAL ANGLE OF 25°28'58", A DISTANCE OF 308.66 FEET; THENCE SOUTH 72°06'58" WEST 135.59 FEET; THENCE WESTERLY ALONG A 1,722.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 79°41'40" WEST 454.20 FEET, CENTER POINT LIES NORTH 17°53'02" WEST) THROUGH A CENTRAL ANGLE OF 15°09'24", A DISTANCE OF 455.53 FEET; THENCE SOUTH 87°16'22" WEST 351.26 FEET TO THE POINT OF BEGINNING.

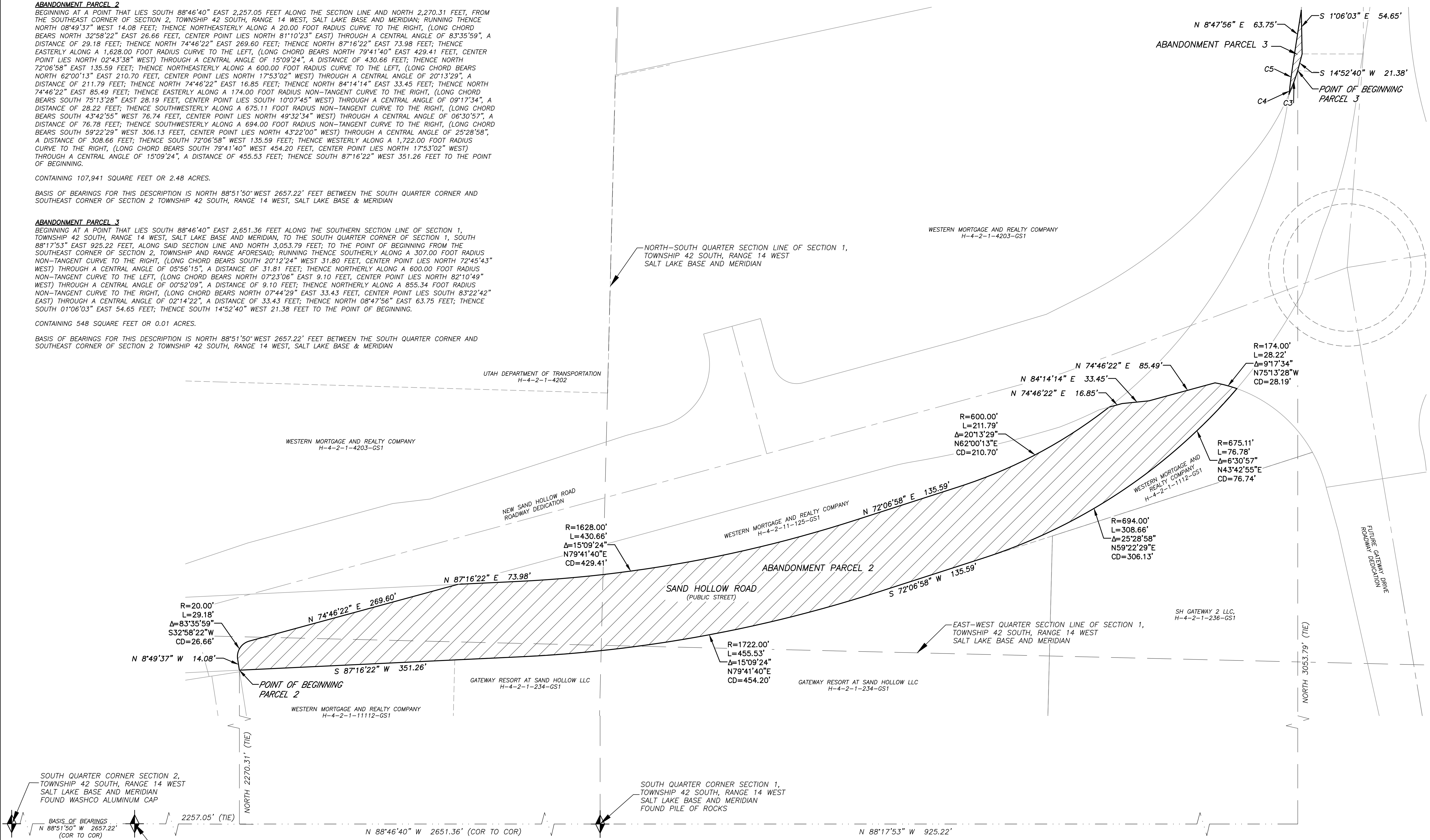
CONTAINING 107,941 SQUARE FEET OR 2.48 ACRES.

BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 88°51'50" WEST 2657.22' FEET BETWEEN THE SOUTH QUARTER CORNER AND SOUTHEAST CORNER OF SECTION 2 TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE & MERIDIAN

ABANDONMENT PARCEL 3
BEGINNING AT A POINT THAT LIES SOUTH 88°46'40" EAST 2,651.36 FEET ALONG THE SOUTHERN SECTION LINE OF SECTION 1, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, TO THE SOUTH QUARTER CORNER OF SECTION 1, SOUTH 88°17'53" EAST 925.22 FEET, ALONG SAID SECTION LINE AND NORTH 3,053.79 FEET, TO THE POINT OF BEGINNING FROM THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP AND RANGE AFORESAID; RUNNING THENCE SOUTHERLY ALONG A 307.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 20°12'24" WEST 31.80 FEET, CENTER POINT LIES NORTH 72°45'43" WEST) THROUGH A CENTRAL ANGLE OF 05°56'15", A DISTANCE OF 31.81 FEET; THENCE NORTHERLY ALONG A 600.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 07°23'06" EAST 9.10 FEET, CENTER POINT LIES NORTH 82°10'49" WEST) THROUGH A CENTRAL ANGLE OF 00°52'09", A DISTANCE OF 9.10 FEET; THENCE NORTHERLY ALONG A 855.34 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 07°44'29" EAST 33.43 FEET, CENTER POINT LIES SOUTH 83°22'42" EAST) THROUGH A CENTRAL ANGLE OF 02°14'22", A DISTANCE OF 33.43 FEET; THENCE NORTH 08°47'56" EAST 63.75 FEET; THENCE SOUTH 01°06'03" EAST 54.65 FEET; THENCE SOUTH 14°52'40" WEST 21.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 548 SQUARE FEET OR 0.01 ACRES.

BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 88°51'50" WEST 2657.22' FEET BETWEEN THE SOUTH QUARTER CORNER AND SOUTHEAST CORNER OF SECTION 2 TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE & MERIDIAN



LEGEND

- SECTION LINE
- PUBLIC STREET BOUNDARY
- ADJACENT PROPERTY LINE
- STREET CENTERLINE
- PUBLIC UTILITY EASEMENT LINE
- SECTION MONUMENT AS DESCRIBED ON PLAT

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIR.	CHORD LEN.
C3	31.81	307.00	5°56'15"	N 20° 12' 24" E	31.80
C4	9.10	600.00	0°52'09"	N 7° 23' 06" E	9.10
C5	33.43	855.34	2°14'22"	S 7° 44' 29" W	33.43

IN PARTNERSHIP WITH



1173 SOUTH 250 WEST, SUITE 504
ST. GEORGE, UT 84770
OFFICE: (435) 288-3330

EXHIBIT

SAND HOLLOW ROAD ABANDONMENT

HURRICANE CITY, WASHINGTON COUNTY, UTAH
LOCATED IN SECTIONS 12 & 11, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN

DATE: 03/03/2023
SCALE: 1" = 60'

JOB NO.
336-004

SHEET NO:
2 OF 2



PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 250 West, Suite 1
Hurricane City, Utah 84770
Phone: (435) 688-8807 Fax: (435) 688-8807

REVISIONS

NO	DESCRIPTION	DATE	BY

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STAFF COMMENTS

Consideration and possible approval of ZC23-24 a **Zone Change Amendment request located at approximately 1500 S and 1300 W** from R1-10, residential one unit per 10,000 square feet, to RM-2, multifamily 10 units per acre. Parcel number H-3-2-9-123.

Discussion:

The applicant has submitted a zone change application for the Cotton Mission development. The proposed development is located off 1500 S past the gate to the City's water tank. According to the application, the project would provide 0.71 acres open space and 53 lots for low-income housing on 6.71 acres; however this statement is not binding and, if approved, any use permitted under the RM-2 zoning, 10 units per acre of multifamily would be permitted.

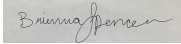
Findings:

Recommendation:

Attachments:

1. application-ZC23-24
2. Legal_Description_
3. ZC23-24_231016_Parcel_Map652d80934cd2c
4. Zoning_Map
5. Proposed_Zoning_Map
6. Ordinance ZC23-24
7. ZC23-24 Cotton Mission CC Staff Report (1)



Application Accepted Date: 10/06/2023		Valuation		\$	0.00					
Type of Improvement: Zone Change Application		PERMIT FEES								
Description: .71 acres open space, 53 lots low income housing		Planning Fee		\$	500.00					
Tenant / Project Name: Cotton Mission		Planning Fee		\$	500.00					
Bldg. Address: 1500 South 1300 West		Sub Total:		\$	500.00					
City: Hurricane City State: UT Zip: 84737		Permit Total:		\$	500.00					
Subdivision: Cotton Mission Phase: 1		Amount Paid:		\$	500.00					
Block: Lot #: 1 Parcel #: H-3-2-9-123		Remaining Due:		\$	0.00					
Zone: R1-10										
Property Owner: Bill King										
Permit Contact: Jeffrey K. Loris P:(435) 619-5348										
Email: jkloris1@gmail.com										
CONTACT INFORMATION										
Engineer of Record: Rosenberg Associates										
Email: jeffl@racivil.com P: (435) 619-5348										
General Contractor: Cotton Mission / Jeff Loris										
License #: P: (435) 619-5348										
Address: 56 s 200 w										
City: Ivins State: UT Zip: 84738										
Email: Jkloris1@gmail.com										
APPLICATION DETAILS										
# of Units: 0 custom text:										
						APPROVALS				
						DATE				
						INFO				
Plan Review Finalized:		Yes	10/11/23	Brienna Spencer						
Setbacks										
Front:		Rear:		Left:						
Min.										
Actual:										
APPLICATION NUMBER: PENDZC23-24										
This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I here-by certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury. Maintenance Deposit is refundable after final inspection if: 1) site is kept clean 2) building is NOT occupied prior to final inspection and issuance of Certificate of Occupancy.										
Applicant Name: Jeff Loris										
Signature of Applicant/Authorized Agent or Owner: Date:										
Application Approved By:		Date:								
		10/11/2023								
Application Issued By:		Date:								
		10/11/2023								
Receipt #: 8.173053-10/11/23										

QUITCLAIM DEED

THIS INDENTURE WITNESSETH: That LEGRAND TOBLER HALL and DONNA LARAE HALL, His Wife, as Joint Tenants, without consideration, do hereby Remise, Release and forever Quitclaim to LEGRAND T. HALL and DONNA L. HALL, Trustees of the LEGRAND T. HALL AND DONNA L. HALL FAMILY TRUST, dated June 29, 1992, as amended or restated or their successors, all of their right, title and interest in that real property situated in the County of Washington, State of Utah, bounded and described as follows:

SEE ATTACHED SCHEDULE "A" FOR COMPLETE LEGAL DESCRIPTIONS.

GRANTEES ADDRESS: LEGRAND T. HALL and DONNA L. HALL, 121 Hickory, Henderson, NV 89015

APN: 0298987, 0298995, 0299001, 0299019, 0299027, 0299035, 0299043, and 0299050

SUBJECT TO: Powers of Trustees attached hereto as Exhibit "B" and by this reference incorporated herein.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

Witness their hands this 23 day of July, 1992.

Legrand Tobler Hall
LEGRAND TOBLER HALL

Donna La Rae Hall
DONNA LARAE HALL

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RUSSELL SHIRTS * WASHINGTON CO RECORDER
1992 AUG 06 12:30 PM FEE \$25.00 BY JLV
FOR: JEFFREY L BURR LTD

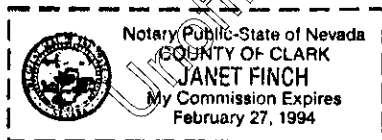
STATE OF NEVADA

) ss.

COUNTY OF CLARK)

On this 23 day of July, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared **LEGRAND TOBLER HALL and DONNA LARAE HALL**, known to me to be the person whose names are subscribed to the within instrument and acknowledged that they executed the same. WITNESS my hand and official seal.

Janet Finch
Notary Public



When Recorded, Mail to:
JEFFREY L. BURR & ASSOCIATES
1900 E. Flamingo Road, Suite 252
Las Vegas, Nevada 89119

004 12385 BK0673 Pg0159

EXHIBIT "A"

PARCEL #4

Beginning at a point S 0°16'46" W 272.14 feet along the Section line and S 89°50'33" E 647.70 feet from the West 1/4 Corner of Section 10, Township 42 South, Range 13 West, Salt Lake Base and Meridian and running thence S 89°50'33" E 336.36 feet; thence N 0°16'46" E 139.89 feet; thence N 89°50'33" W 336.36 feet; thence S 0°16'46" W 139.89 feet to the point of beginning. Containing 1.08 Acres.

Subject to a Right-of-Way for a Roadway and for Irrigation ditches over the East 25.00 feet of said property. Containing 1.0 Acre excluding Right-of-Way.

Together with a Right-of-Way for a Roadway and for Irrigation ditches over a parcel of land 25.00 feet in Width being more particularly described as follows:

Beginning at a point N 0°16'46" E 1270.235 feet along the Section line and S 89°50'33" E 959.06 feet from the West 1/4 Corner of Section 10, Township 42 South, Range 13 West, Salt Lake Base and Meridian and running thence S 89°50'33" E 25.00 feet; thence S 0°16'46" W 2615.25 feet; thence N 89°50'33" W 25.00 feet; thence N 0°16'46" E 2615.25 feet to the point of beginning.

PARCEL #9

Beginning at a point N 0°16'46" E 1270.235 feet along the Section line and S 89°50'33" E 214.33 feet from the West 1/4 Corner of Section 10, Township 42 South, Range 13 West, Salt Lake Base and Meridian and running thence S 89°50'33" E 269.00 feet; thence S 0°16'46" W 161.93 feet; thence N 89°50'33" W 269.00 feet; thence N 0°16'46" E 161.93 feet to the point of beginning. Containing 1.0 Acres.

PARCEL #18

Beginning at a point S 0°16'46" W 1011.02 feet along the Section line from the West 1/4 Corner of Section 10, Township 42 South, Range 13 West, Salt Lake Base and Meridian and running thence S 0°16'46" W 1595.45 feet along the Section line; thence S 89°49' E 96.57 feet; thence N 35°55' E 311.41 feet; thence N 0°16'46" E 1008.79 feet; thence N 89°50'33" W 253.02 feet; thence N 0°16'46" E 333.995 feet; thence N 89°50'33" W 25.00 feet to the point of beginning containing 7.716 Acres, more or less.

Subject to an Irrigation Easement over the South 25.00 feet of said property.

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Also Subject to and together with a Right-of-Way for a 60.00 foot Roadway for Ingress and Egress and for Irrigation ditches the centerline of which is described as follows:

Beginning at a point N 0°16'46" E 33.00 feet along the Section line and S 89°49' E 30.00 feet from the Southwest corner of Section 10, Township 42 South, Range 13 West, Salt Lake Base and Meridian and running thence N 0°16'46" E 1286.68 feet to a point of a 230.00 foot radius curve to the left; thence Northerly 90.31 feet along the arc of said curve to a point of a 230.00 foot radius reverse curve to the right; thence Northerly 90.31 feet along the arc of said curve to a point of tangency; thence N 0°16'46" E 2414.00 feet, more or less to the South line of an existing Roadway.

PARCEL #20

Beginning at a point S 0°16'46" W 989.735 feet along the Section line from the East 1/4 Corner of Section 9, Township 42 South, Range 13 West, Salt Lake Base and Meridian and running thence S 0°16'46" W 330.00 feet to the 1/16 Corner; thence N 89°47'36" W 2630.41 feet along the 1/16 line to the 1/16 Corner; thence N 0°11'43" E 655.80 feet along the 1/16 line; thence S 89°46'13" E 1315.68 feet; thence S 0°14'15" W 325.27 feet; thence S 89°47'36" E 1315.45 feet to the point of beginning. Containing 29.757 Acres, more or less.

Subject to and together with a Right-of-Way for a 60.00 foot Roadway for Ingress and Egress and for Irrigation ditches the centerline of which is described as follows:

Beginning at a point N 0°16'46" E 33.00 feet along the Section line and S 89°49' E 30.00 feet from the Southwest Corner of Section 10, Township 42 South, Range 13 West, Salt Lake Base and Meridian and running thence N 0°16'46" E 1286.68 feet to a point of a 230.00 foot radius curve to the left; thence Northerly 90.31 feet along the arc of said curve to a point of a 230.00 foot radius reverse curve to the right; thence Northerly 90.31 feet along the arc of said curve to a point of tangency; thence N 0°16'46" E 2414.00 feet, more or less, to the South line of an existing Roadway.

Subject to and together with a 58.00 foot Right-of-Way for a Roadway and for Irrigation ditches the centerline of which is described as follows:

Beginning at a point S 89°49' E 1314.235 feet along the Section line and N 0°14'15" E 29.00 feet along the 1/16 line from the South 1/4 Corner of Section 9, Township 42 South, Range 13 West, Salt Lake Base and Meridian and running thence N 89°49' W 657.13 feet; thence N 0°13' E 1291.54 feet; thence N 89°47'36" W 657.605 feet; thence N 0°11'43" E 2638.875 feet.

00412385 Bk0673 Pg0161

PARCEL #22

All of the Southwest 1/4 of the Northeast 1/4 of Section 9, Township 42 South, Range 13 West, Salt Lake Base and Meridian and being more particularly described as follows:

Beginning at a point N 89°46' 13" W 1316.175 feet along the Center Section line from the East 1/4 Corner of Section 9, Township 42 South, Range 13 West, Salt Lake Base and Meridian and running thence N 89°46'13" W 1316.175 feet to Center of said Section 9; thence N 0°11'43" E 1318.075 feet along the 1/16 line of the 1/16 Corner; thence S 89°48'23" E 1317.14 feet along the 1/16 line to the 1/16 Corner; thence S 0°14'15" W 1318.905 feet along the 1/16 line to the point of beginning. Containing 39.853 Acres, more or less.

Subject to a Right-of-Way for a Roadway and for Irrigation ditches over the West 29.00 feet and the North 29.00 feet of said property. Containing 38.118 Acres, excluding Right-of-Ways.

Together with a 58.00 foot Right-of-Way for a Roadway and for Irrigation ditches, the centerline of which is more particularly described as follows:

Beginning at the Northwest Corner of the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 42 South, Range 13 West, Salt Lake Base and Meridian, said point being N 0°16'46" E 1319.735 feet along the Section line and N 89°48'23" W 3954.835 feet along the 1/16 line from the East 1/4 corner of said Section 9 and running thence S 89°48'23" E 3787.025 feet along the 1/16 line to a point of a 250.00 foot radius curve to the right; thence Southeasterly 85.56 feet along the arc of said curve to a point of a 250.00 foot radius reverse curve to the left; thence Southeasterly 85.56 feet, more or less, to a point on the East line of said Section 9.

Together with a 58.00 foot Right-of-Way for a Roadway and for Irrigation ditches the centerline of which is described as follows:

Beginning at a point S 89°49' E 1314.235 feet along the Section line and N 0°14'15" E 29.00 feet along the 1/16 line from the South 1/4 Corner of Section 9, Township 42 South, Range 13 West, Salt Lake Base and Meridian and running thence N 89°49' W 657.13 feet; thence N 0°13' E 1291.54 feet; thence N 89°47'36" W 657.605 feet; thence N 0°11'43" E 2638.875 feet.

PARCEL #25

Beginning at a point N 0°16'46" E 1319.735 feet along the Section line and N 89°48'23" W 472.94 feet along the 1/16 line from the East 1/4 Corner of Section 9, Township 42 South, Range 13 West, Salt Lake Base and Meridian and running thence N 89°48'23" W 308.18 feet; thence S 0°16'46" W 947.74 feet; thence S 89°48'23" E 308.18 feet; thence N 0°16'46" E 947.74 feet to the point of beginning. Containing 6.705 Acres.

Subject to a Right-of-Way for a Roadway and Irrigation ditches over the North 29.00 feet of said property. Containing 6.50 Acres, excluding Right-of-Way.

Together with a 58.00 foot Right-of-Way for a Roadway and for Irrigation ditches, the centerline of which is more particularly described as follows:

Beginning at the Northwest Corner of the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 42 South, Range 13 West, Salt Lake Base and Meridian, said point being N 0°16'46" E 1319.735 feet along the Section line and N 89°48' 23" W 3954.835 feet along the 1/16 line from the East 1/4 Corner of said Section 9 and running thence S 89°48'23" E 3787.025 feet along the 1/16 line to a point of a 250.00 foot radius curve to the right; thence Southeasterly 85.56 feet along the arc of said curve to a point of a 250.00 foot radius reverse curve to the left; thence Southeasterly 85.56 feet, more or less, to a point on the East line of said Section 9.

PARCEL #28

Beginning at a point S 89°49' E 657.115 feet along the Section line from the South 1/4 Corner of Section 9, Township 42 South, Range 13 West, Salt Lake Base and Meridian and running thence S 89°49' E 657.12 feet to the Southeast Corner of the Southwest 1/4 of the Southeast 1/4 of said Section 9; thence N 0°14'15" E 247.00 feet along the 1/16 line; thence N 89°47' W 657.21 feet; thence S 0°13' W 247.39 feet to the point of beginning. Containing 3.729 Acres, more or less.

Subject to a Right-of-Way for a Roadway and Irrigation ditches over the West 29.00 feet and the South 58.00 feet of said property. Containing 2.728 Acres, excluding Right-of-Way.

Together with a 58.00 foot Right-of-Way for a Roadway and for Irrigation ditches for centerline of which is described as follows:

Beginning at a point S 89°49' E 1314.235 feet along the Section line and N 0°14'15" E 29.00 feet along the 1/16 line from the South 1/4 Corner of Section 9, Township 42 South, Range 13 West, Salt Lake Base and Meridian and running thence N 89°49' W 657.13 feet; thence N 0°13' E 1291.54 feet; thence N 89°47' 36" W 1319.085 feet.

PARCEL #43

A parcel of land located in Section 4 and 9, Township 42 South, Range 13 West, Salt Lake Base and Meridian and being more particularly described as follows:

Beginning at a point N 0°18'01" E 317.625 feet along the Section line from the Southeast Corner of Section 4, Township 42 South, Range 13 West, Salt Lake Base and Meridian and running thence N 0°18'01" E 533.13 feet; thence N 89°52'05" W 629.73 feet; thence S 0°16' W 565.96 feet to a point of a 341.00 foot radius curve to the

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right; thence Southwesterly 171.01 feet along the arc of said curve to a point of a 341.00 foot radius reverse curve to the left; thence Southwesterly 171.01 feet along the arc of said curve to a point of tangency; thence S 01°16' W 275.83 feet; thence East 506.89 feet; thence N 0°16'46" E 317.625 feet; thence N 0°18'01" E 317.625 feet; thence S 89°50'33" E 206.25 feet to the point of beginning. Containing 14.725 Acres, more or less.

Subject to and together with a 58.00 foot Right-of-Way for a Roadway and for Irrigation ditches, the centerline of which is more particularly described as follows:

Beginning at a point S 0°16'46" W 1319.735 feet along the Section line and N 89°48'23" W 712.91 feet along the 1/16 line from the Northeast Corner of Section 9, Township 42 South, Range 13 West, Salt Lake Base and Meridian and running thence N 0°16' E 1276.10 feet to a point of a 341.00 foot radius curve to the right; thence Northeasterly 171.01 feet along the arc of said curve to a point of a 341.00 foot radius curve to the left; thence Northeasterly 171.01 feet along the arc of said curve; thence N 0°16' E 1034.02 feet to a point on the North line of the Southeast 1/4 of the Southeast 1/4 of Section 4, Township 42 South, Range 13 West, Salt Lake Base and Meridian. Containing 13.937 Acres, excluding Right-of-Way.

Together with a 58.00 foot Right-of-Way for a Roadway and for Irrigation ditches the centerline of which is described as follows:

Beginning at the Northwest Corner of the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 42 South, Range 13 West, Salt Lake Base and Meridian, said point being N 0°16'46" E 1319.735 feet along the Section line and N 89°48'23" W 3954.84 feet along the 1/16 line from the East 1/4 Corner of said Section 9 and running thence S 89°48'23" E 3787.025 feet along the 1/16 line to a point of a 250.00 foot radius curve to the right; thence Southeasterly 85.56 feet along the arc of said curve to a point of a 250.00 foot radius reverse curve to the left; thence Southeasterly 85.56 feet, more or less, to a point on the East line of said Section 9.

TOGETHER with all mineral and oil rights of every kind thereunto belonging.

TOGETHER with all improvements and appurtenances thereunto belonging but being SUBJECT to Easements, Rights-of-Way and Restrictions of record and those enforceable in law and equity.

EXHIBIT "B"
POWERS OF TRUSTEES

LEGRAND T. HALL and DONNA L. HALL, Trustees, are hereby vested with complete powers of disposition of the real Estate herein described, including the power to plat, sell, encumber, mortgage and convey as a whole or in parcels, and no person dealing with said Trustees shall be obligated to look beyond the terms of this instrument for power in the Trustees to sell, encumber, mortgage or convey, the real estate described herein.

Said Grantees are likewise hereby excused from any and all duties of diligence and responsibility respecting the propriety of any act of said Trustees purporting to be done under or by virtue of the terms of this issue.

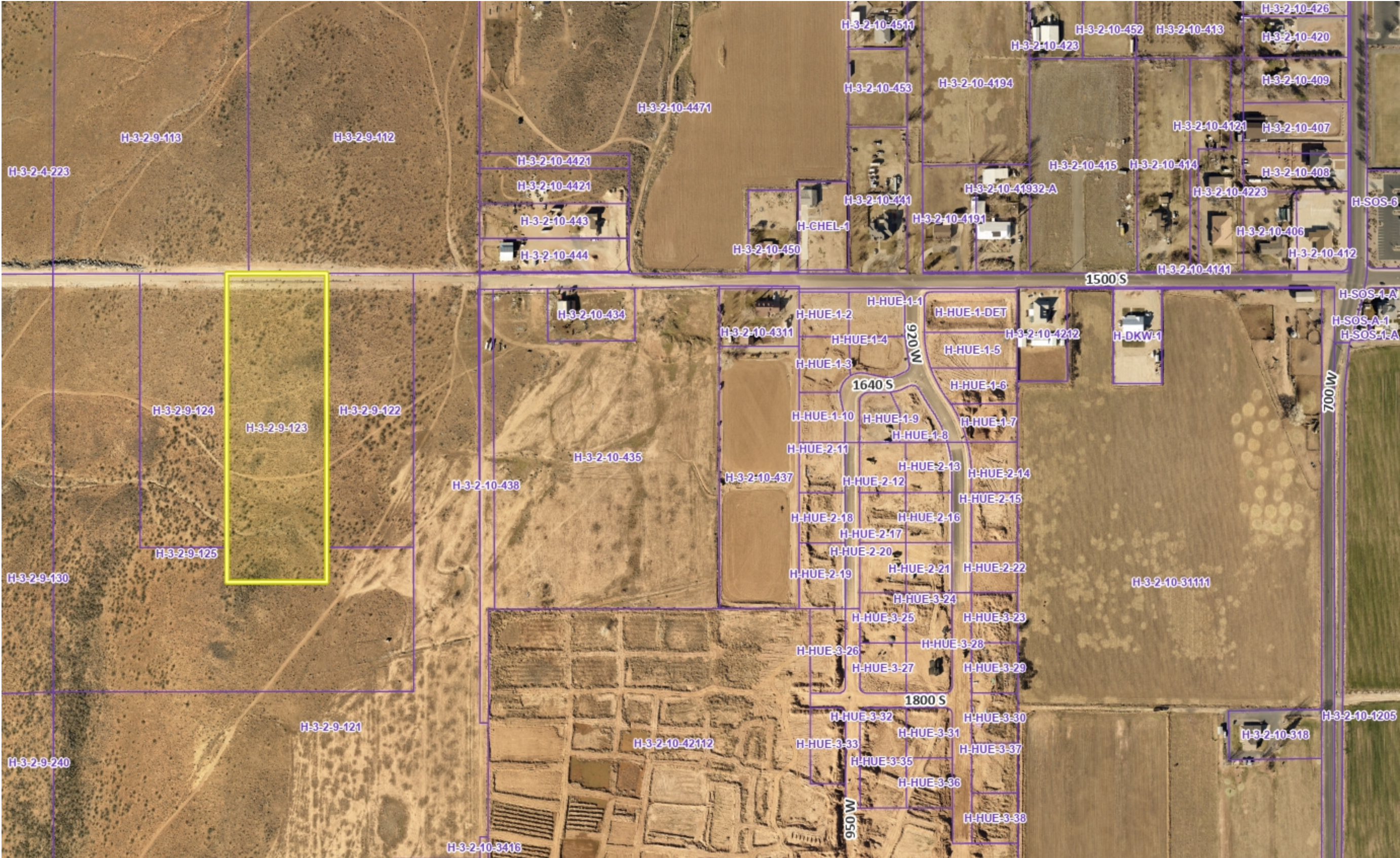
This conveyance is made in Trust pursuant to and in accordance with the "LEGRAND T. HALL AND DONNA L. HALL FAMILY TRUST" which was executed on June 29, 1992.

00412385 Bk0673 Pg0165





Cotton Mission



Legend

- Basemap Labels
- Watercourses
- Water Bodies
- Parcel Number
- Interstate Exits
- Streets
- Interstate Exits
- Streets
- Interstate Exits
- Streets
- Interstate Exits
- Streets
- Interstate Exits
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- Streets
- Parcels
- Ownership
 - U.S. Forest Service
 - U.S. Forest Service Wilderness
 - Bureau of Land Management
 - Bureau of Land Management Wildlife
 - National Park Service
 - Shivwits Reservation
 - Utah Division of Wildlife Resources
 - Utah Division of Transportation
 - State Park
 - State of Utah
 - Washington County
 - Municipally Owned
 - School District
 - Privately Owned
 - Water
 - Water Conservancy District
 - State Assessed Oil and Gas

- 



752.3 0 376.17 752.3 Feet

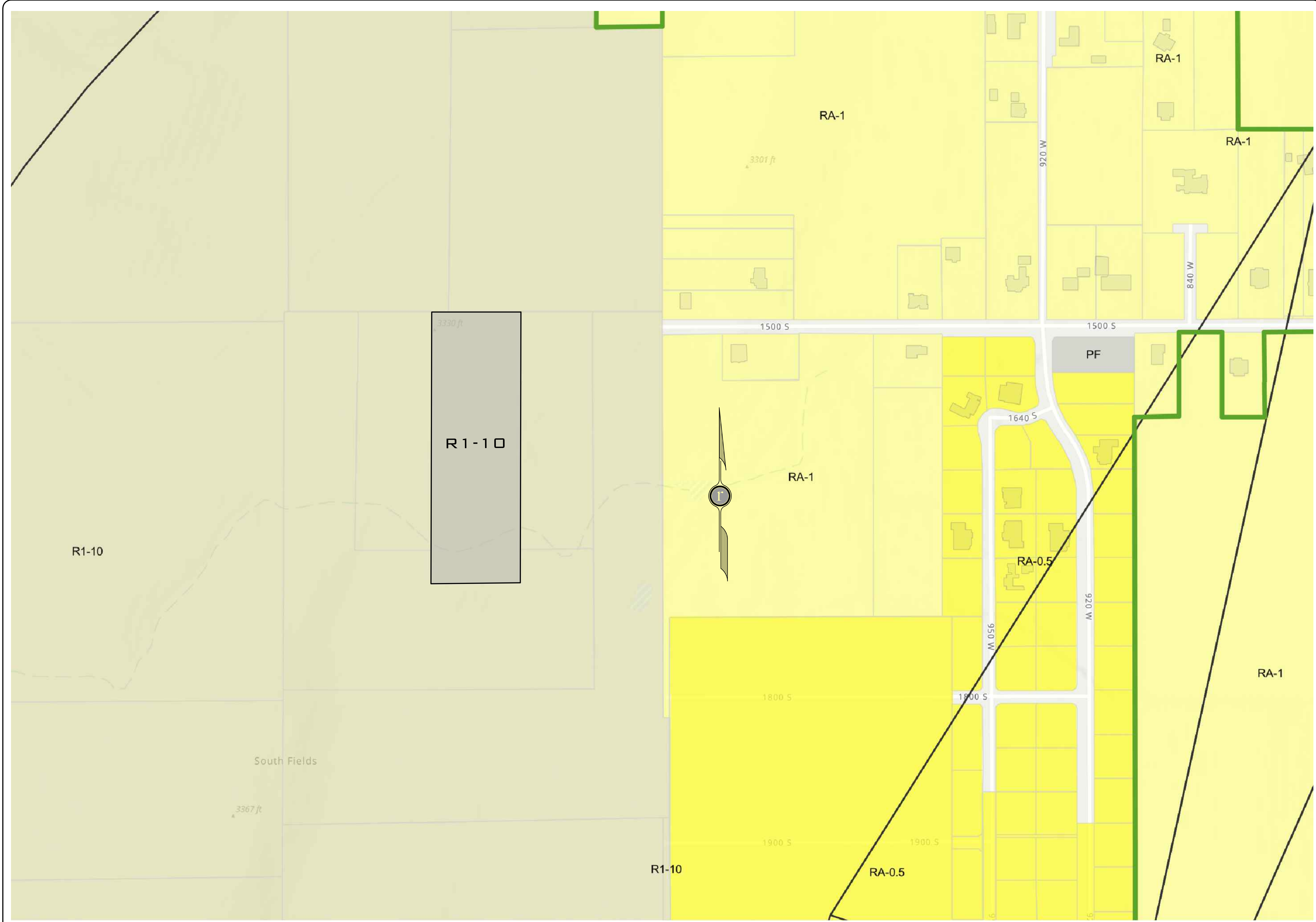
WGS_1984_Web_Mercator_Auxiliary_Sphere

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.

752.3 0 376.17 752.3 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.



DATE: 10/5/2023

JOB NO.: 1300-23

DRAWN BY: JKL

DESIGNED BY: JKL

SCALE: 1/4" = 1'-0"

DWG: 1300-23

REVISIONS	DATE

JKL DRAFTING & DESIGN

56 SOUTH 200 WEST IVINS, UTAH 84738
PHONE: (435) 986-3838
CELL: (435) 619-5348

EXISTING ZONING MAP
FOR
COTTON MISSION

HURRICANE, UTAH

SHEET

A1

1 OF 1 SHEETS

ORDINANCE NO ZC23-24

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE
FOR PARCEL H-32-9-123 FROM R1-10 TO RM-2, MULTIPLE-FAMILY RESIDENTIAL
TEN UNITS PER ACRE

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

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 a negative impact on the surrounding area; and

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

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

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

That parcel H-32-9-123 from R1-10 to RM-2, multiple-family residential ten units per acre

PASSED AND APPROVED on this 16th day of November 2023.

Hurricane City

Nanette Billings, Mayor

Attest:

Cindy Beteag, City Recorder

The foregoing Ordinance was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 16th day of November 2023. 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
Joseph Prete	_____	_____	_____	_____
David Sanders	_____	_____	_____	_____
David Hirschi	_____	_____	_____	_____
Kevin Thomas	_____	_____	_____	_____
Doug Heideman	_____	_____	_____	_____

Cindy Beteag, City Recorder

EXHIBIT A
ZONING MAP



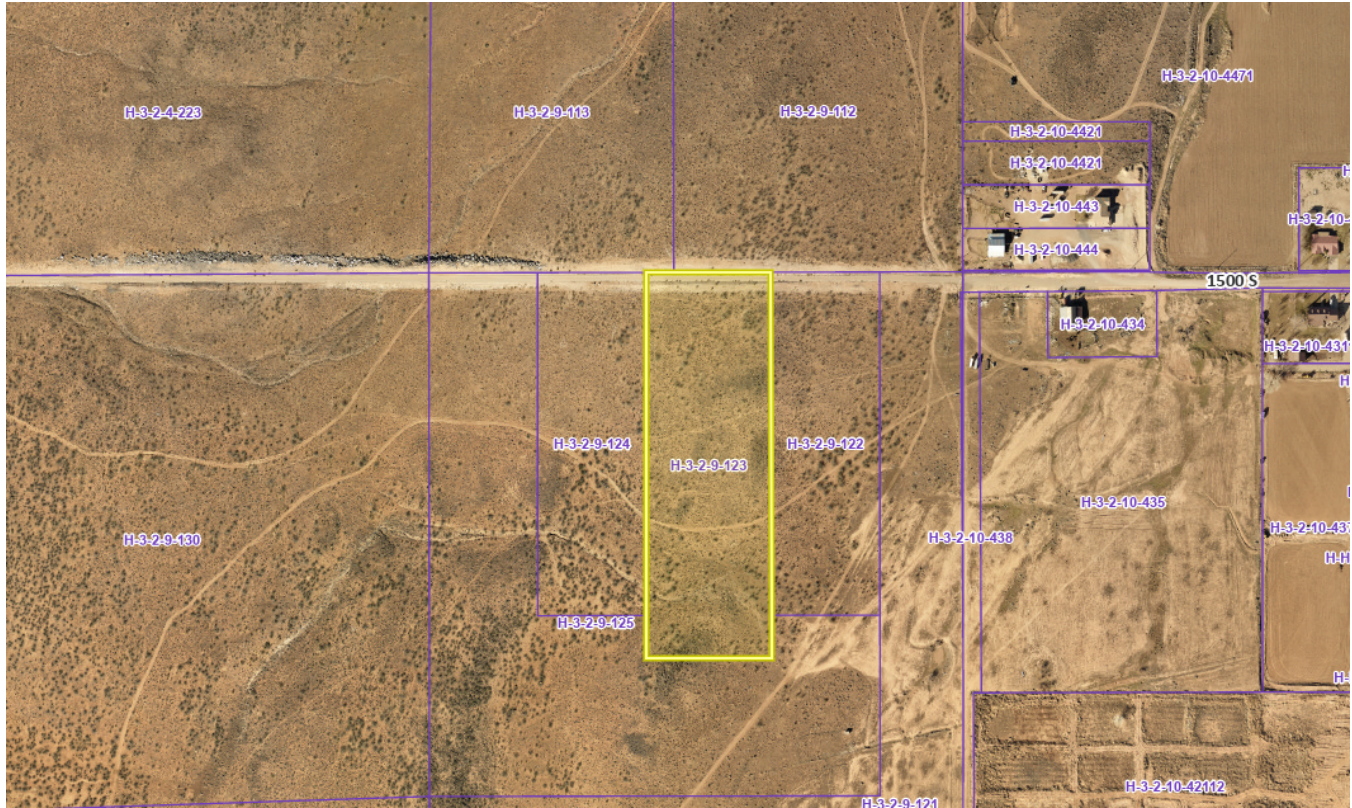
STAFF COMMENTS

Agenda Date:	12/7/2023
Application Number:	ZC23-24
Type of Application:	Zone Change Approval
Action Type:	Legislative
Applicant:	Bill King
Agent:	Jeffrey Loris
Request:	A Zone Change approval from R1-10 to RM-2
Location:	1500 S 1300 W
Zoning:	R1-10
General Plan Map:	Rural Residential

Discussion:

The applicant has submitted a zone change application for the Cotton Mission development. The proposed development is located off 1500 S past the gate to the City's water tank. According to the application, the project would provide 0.71 acres open space and 53 lots for low-income housing on 6.71 acres; however this statement is not binding and, if approved, any use permitted under the RM-2 zoning, 10 units per acre of multifamily, would be permitted. The Planning Commission heard this item on 11/9/23 and recommended denial of the application.

	Zoning	Adjacent Land Use
North	R1-10	Undeveloped Property
East	R1-10, RA-1	Undeveloped Property, some agriculture
South	R1-10	Undeveloped Property
West	R1-10	Undeveloped Property



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 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, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

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

The General Plan has this area mapped as Rural Residential, which it defines as:

Serves as transition from agricultural to traditional neighborhoods or commercial uses. Appropriate densities for this land use include from one unit/40 acres to RA-.5 and RA-1.

This area of the map, approximately from 1300 S to 2300 S and 1100 W to 2200 W, was most likely mapped this way due to its remote and undeveloped nature, away from existing residential developments and infrastructure to the east and larger scale agriculture uses to the south.

The existing R1-10 zoning also does not comply with the General Plan Map, but the density of R1-10 is closer to the density requirement for Rural Residential, whereas a zone change to RM-2 would be more dense, thus creating a more significant inconsistency with the General Plan than currently exists.

The applicant has stated they intend for the units to be “low-income,” and while that is supported by many goals within the General Plan and the Moderate Income Housing Plan, the utility and access concerns (discussed below) may present feasibility obstacles for providing affordable housing.

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

There is no existing development in the immediate vicinity of the site. The closest development, located approximately 600 feet east of the site, consists of sparsely developed RA-1 properties by the gate at the west end of 1500 S. RM-2 development would not be considered harmonious with the existing development in the vicinity.

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

A zone change to RM-2 could triple the density allowed by the current R1-10 zoning on this property. Approval of development at a density that is not consistent with the Rural Residential General Plan designation and out of harmony with the nearest developed RA-1 properties could be considered an adverse impact due to inconsistent and non-orderly development.

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

The portion of 1500 S by the subject property is an unimproved dirt road and it is currently the only access to the property. There are some public facilities in the vicinity of the project, such as a water line on the north property line serving the City’s water tank, as well as others at the current end of 1500 S; however, there would need to be cooperation with neighboring property owners, who may or may not be willing to cooperate, for the services to be extended.

For the number of units proposed, a primary access and a secondary access will need to be provided. While there is currently a right-of-way easement on 1500 S that can be used as a primary access, it is unclear where a secondary access could be located, or would even be viable, due to the lack of existing roadways in the area. Overall, access and utilities to the area are limited and it would be a struggle for this development to address them adequately (see JUC comments and HCC Sec. 10-37-4 cited below).

Sec. 10-37-4. - Adequate public facilities.

Land shall be developed only where existing infrastructure is in place or will be timely provided to service proposed development. The City may require an analysis to be completed to determine whether adequate public facilities are available to service a development and whether such development will change existing levels of service or will create a demand which exceeds acceptable levels of service for roadways, intersections, bridges, storm drainage facilities, water lines, water pressure, sewer lines, fire and emergency response times, and other similar public services. The City may disapprove a proposed development if demand for public services exceeds accepted levels of service. No subsequent approval of such development shall be given until either the developer or the City installs improvements calculated to raise service levels to the standard adopted by the City.

Preliminary Site Plan Review

JUC Comments:

Public Works: This zone change should be denied. No utilities. No access.

Power: Power service ends east of the end of 1500 S. There is presently no capacity on the circuit to service the proposed additional units. However, in conjunction with the approved project to extend capacity on this area of the City, there may be a plan to bring power to the area. That developer could pay a proportionate share of the cost to achieve this capacity. The developer will be responsible for extending the distribution lines to the development, including acquisition of any needed easements. The approval of a zone change should be conditioned on a plan for power in the area and the ability to install distribution lines to the area.

Water: Water is available.

Streets: Currently only dirt road access to property.

Sewer: No exception to zone change. 8" main in 1500 S.

Fire: No access. 30 homes or more will require two access roads.

Engineering: Existing facilities are not adequate. Developments 30 units or greater require a primary and secondary access. The nearest paved portion of 1500 S is approximately 1500 feet from the subject property. The subject parcel is landlocked from a public street. The county recorder's office hasn't recognized right-of-way easements as explicit rights-of-way. Neighboring property owners will need to sign revised right of way documents and said documents will need to be recorded to connect the subject parcel to a public street. It appears the property is covered by two master planned roadways. It appears a portion of the property is covered by a master planned detention basin. However, the nearest storm drain seems to be at the intersection of 920 W and 1500 S.

Gas: No comments

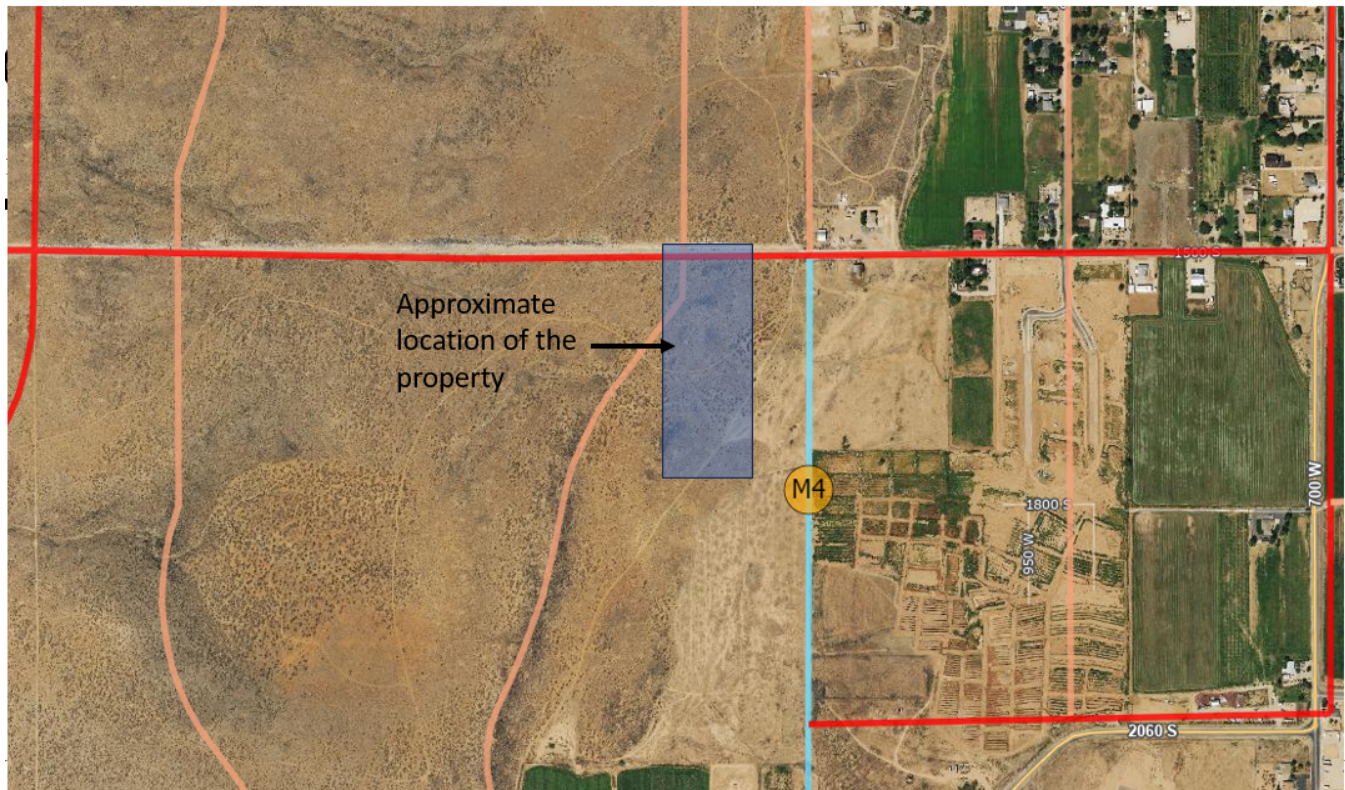
Phone: No comments

Cable: No comments

Staff Comments:

1. **Density:** The applicant has stated they want 53 units over 6.71 acres. This is compliant with RM-2 zoning which would allow up to 67 units. There are no available less-dense zoning options that would allow for what the applicant is requesting.

2. **Transportation Master Plan:** The 2019 Transportation Master Plan depicts this area in the picture below



- a. 1500 S is a planned 77' right of way of which there is currently a right of way easement for. The City is currently purchasing right of way for 1100/1150 W, however the roadway does not currently exist
- b. 1380 W is a planned 60' right of way that does not currently exist anywhere in the vicinity of the property.

Findings:

Staff makes the following findings:

1. The application does not meet the standards of the General Plan Map, but may meet some of its goals.
2. The proposed zone change is not harmonious with existing development in the area.
3. The proposed development will have an impact on the area but there is almost no development in the area right now.
4. Services are not adequate to serve the property and there is no viable location for a second access.

Recommendation: Staff recommends the City Council review this application and the zone change based on City standards and consider any residents comments. Staff recommends denial of this zone change since it does not meet the four factors for a zone change.



STAFF COMMENTS

Consideration and possible approval of **Hustle Softball using the MOU for highschool softball facilities**-Matt Hirschi

Discussion:

Matt is asking to utilize the agreement the city has with the school district to use the High School softball field for his club team to practice and play scrimmage games at no cost. The agreement between us and the district means we carry all liability during our programs so the city would be agreeing to take on the liability for the club teams using school district fields. I spoke with Matt and told him this needs to be minimal additional work for my current staff as we don't have time or money to provide supervisors, field prep materials, and man hours for every club team. Nor do I want the good relationship we currently have with the school administration to be compromised and affect our future recreation programming. Matt is the current HHS girls softball coach, so I know he will take care of the field and the surrounding amenities. I did ask Matt to keep his requests to the softball field and not start scheduling the basketball gyms for club basketball teams or the wrestling room for club wrestling teams etc... Beyond that I am fine with the request.

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

Consideration and possible approval of **amending the deed restriction in Pecan Valley-**
Chris Wyler

Discussion:

Mr. Wyler is requesting that he be allowed to obtain Certificates of Occupancy for the buildings in the second phase of his resort before the permanent clubhouse is completed. This request is inconsistent with the current Code and would be an additional exception to the previous exceptions granted to Mr. Wyler.

To help the Council recall the history of this property, a summary is provided below. The names and phases of the different areas of the property have been referred to differently over the years, which makes the history somewhat confusing.

1. November 5, 2020: In resort developments, a clubhouse is required to be constructed in the first phase of the development. Mr. Wyler requested an exception to this requirement, which was to count his personal residence as a temporary clubhouse. This exception was granted on the condition that no more than 50% of the units in Phase 3 (phase 1 of the resort) could get a Certificate of Occupancy until the permanent clubhouse was completed. To clarify, phase 3 was the first phase of development within the recreational zoning. Phases 1 & 2 were single family developments.
2. August 5, 2021: Mr. Wyler returned to the Council and asked that he be allowed to obtain Certificates of Occupancy on all of the units within phase 3 (the first phase of the resort), even though the permanent clubhouse was not completed. The Council granted this request, but on the condition that no Certificates of Occupancy be issued for any units within phase 4 until the permanent clubhouse was completed. To clarify, phase 4 is the fourth phase of the entire development, but the second phase of the resort development, so the Council's motion in the minutes for this meeting references phase 2 (meaning the second phase of the resort). The relevant portion of Councilwoman Billing's motion was: **"Approval is based on it will be completed at the beginning of phase 2 and no occupancy will be granted for phase 2 until the clubhouse is completed."**
3. November 18, 2021: The City has always required that clubhouses in resorts be constructed with the first phase of the development. This prevented a scenario where portions of resorts were completed, but no clubhouse was provided. During this process with Pecan Valley, Mr. Wyler argued that the code did not specifically require when the clubhouse had to be constructed. As a result of this argument, the City updated the code to remove any perceived ambiguity and specifically required that

clubhouses must be constructed in the first phase of development. See Ordinance 2021-09.

4. October 20, 2022 / November 17, 2022: Mr. Wyler applied for a zone change to expand the Recreational Resort Zone and to add a Planned Development Overlay. This request was approved subject to a development agreement requiring amenities in certain areas, an additional clubhouse in the southern area, and limiting the number of units.

Findings:

Recommendation:

Staff recommends that the Council maintain the current condition that no Certificates of Occupancy be issued in the second phase of the resort until the clubhouse is completed. This recommendation is consistent with the current requirement within the Recreational Resort zone that the clubhouse be completed in the first phase of the development. Staff recommends that the Council deny the request to amend the existing restrictions.

Attachments:

1. Nov 5, 2020 minutes and agreement
2. August 5, 2021 minutes
3. October 20, 2022 minutes
4. Development agreement including minutes

The Planning Commission recommended approval. The preliminary plat matches the preliminary site plan that was approved. The minimum standard within PDO requires 10 feet in between buildings.

Dave Sanders declared conflict but motioned to approve the preliminary plat for Hurricane Hollow subject to staff comments. Seconded by Nanette Billings. Motion carried with Nanette Billings, Darin Larson, Dave Sanders and Kevin Tervort voting aye.

14. Consideration and possible approval of a deed restriction for Pecan Valley recreation resort zoning-Chris Wyler

Applicant is proposing to build a home now to use as the clubhouse and then he will build a larger clubhouse in the future. The preliminary plat had a location listed for the clubhouse. This will be a temporary clubhouse that will service the HOA for the first three phases. This home will not be sellable until the main clubhouse is built. Chris Wyler will live in the proposed home and he is the manager. Ph 2 has six lots and Ph 3 twenty-three lots that are zoned recreational resort. The clubhouse is only required for phase 3.

Nanette motioned to approve the deed restriction for Pecan Valley based on the staff comments. Seconded by Darin Larson. Motion carried with Nanette Billings, Darin Larson, Dave Sanders and Kevin Tervort voting aye.

15. Mayor and Council reports

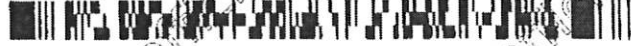
Mayor Bramall	Airport, Administration, Police, Animal Control, School Crossing Guards, Victim Services, Public Works, Engineering -
Nanette Billings	Parks & Cemetery, Appeals Board, Airport, Historical Preservation, Solid Waste District and Youth Council –Park committee asked if Council is in support of a statue for BJ Graff. Council would like a background and biography to review before they approve. She mentioned stuff being stored on the road in the industrial area around 2260 West. She will talk to Mike Vercimak to see if they can get it cleaned up.
Darin Larson	Planning Commission, Economic Development, Planning Department, Power and Swimming Pool -
Joseph Prete	Court, Water, Recreation, Tree Board and Beautification Committee -
Dave Sanders	Emergency Management, Streets & Drainage, Prosecutor's Office, Code Enforcement and Building and Inspections – He received an email asking if we want to participate in Veteran Day parade in Washington. Council agreed
Kevin Tervort	Ash Creek Special Service District, Golf Course, Industrial Park, Mosquito Abatement, Fire District -
Kaden DeMille	City Administration – gave update on litigation with 3 Dimensional. Airport attorney can't make next meeting. Do they want to schedule a special meeting? Nanette stated the airport board sent it to Denver for review. No one agreed with the ordinance that was presented. Council agreed to schedule a special meeting.

Adjournment: 10:18 p.m.

3
DOC # 20210001405

Agreement Page 1 of 3
Gary Christensen Washington County Recorder
01/07/2021 01:46:51 PM Fee \$ 40.00
By WYLER CHRISTOPHER

After Recording, Return To:
5146 W. 1930 S., Hurricane UT 84737



Tax Parcel No. H-4-2-10-224

AGREEMENT WITH COVENANTS AND RESTRICTIONS AFFECTING LAND

This Agreement is made and entered into this 5th day of November 2020, by and between PECAN VALLEY HOLDINGS, LLC, a Utah limited liability company ("Owner") and HURRICANE CITY (the "City"). Owner and the City are sometimes referred to herein collectively as the "Parties."

Recitals

Owner is the developer of the new residential subdivision project located in Hurricane, Washington County, Utah commonly referred to as Pecan Valley Subdivision, Phases 1-3 (the "Project").

Owner is the owner of the certain real property located within the Project described as, or to be described as Lot 60, PECAN VALLEY PHASE 3 Subdivision, according to the official plat thereof, on file and of record in the office of the Washington County Recorder (the "Property").

Owner desires to use the Property as the temporary HOA clubhouse, pool, and onsite management site for the Project until the future permanent clubhouse and pool area are completed and granted occupancy by the City.

As a condition for the approval of the Property to be used for the purposes summarized above, the City desires to impose certain special covenants, conditions, restrictions, rights, and limitations concerning the use of the Property.

The parties desire to execute this Agreement to memorialize their agreement and to cause the Property to be subject to the special covenants, conditions, limitations, rights, and restrictions as set forth herein.

AGREEMENT

1. **Covenants and Restrictions.** The Parties hereby declare that the Property, together with all improvements, easements, rights and appurtenances belonging thereto, is subject to the following covenants, conditions, restrictions, limitations, and rights:

- The Property and any house constructed on the Property may be used as the temporary HOA clubhouse, pool, and onsite management office for the Project until the future permanent clubhouse and pool area are completed and granted occupancy by the City.
- The Property and any house thereon may not be used for any residential overnight use while it is serving as the temporary clubhouse and HOA pool.
- Owner agrees to not sell or convey the Property to any third party while these restrictions are in place. The Property may be owned only Owner of the HOA for the Project. If owned by the Owner, the HOA must manage the Property.
- Owner agrees and understands that the permanent clubhouse for the Project must be built before more than 50% of the lots located in Pecan Valley Phase 3 are granted occupancy by the City.

- This temporary clubhouse on the Property may only serve as a temporary clubhouse for Pecan Valley Phases 1-3; if any more phases are added to the Project, the main club house will need to be completed and granted occupancy.
- 2. **Duration.** This Agreement will remain in effect until both Parties (or their successors in interest) consent to a release and termination of this Agreement in writing. The City agrees that it will grant a release and termination of this Agreement once the final permanent clubhouse for the Project has been completed and granted occupancy by the City.
- 3. **Reciprocal Benefits.** All of the covenants, conditions, restrictions, stipulations and agreements are made for the direct, mutual and reciprocal benefit of the Parties hereto and are intended to create reciprocal rights and obligations between the respective parties, and to create a privity of contract and estate between the Parties, their heirs, successors and assigns, and shall operate as covenants running with the land for the benefit of the parties hereto.
- 4. **Persons Affected.** All covenants, conditions, restrictions, stipulations and agreements provided herein shall run with the land, and all owners, purchasers or occupants of the Property shall, by acceptance of contracts or deeds, possession or occupancy, be conclusively deemed to have consented to and agreed with this Agreement, to conform to and observe the covenants, conditions, restrictions, stipulations and agreements as set forth herein, and to the use of the Property and construction of buildings and improvements thereon in accordance with this Agreement.
- 5. **Amendment.** This Agreement may be changed, altered or amended only by written agreement signed and executed by the Parties. The changes to this Agreement shall be evidenced by the execution of an appropriate written agreement and filed for record in the County Recorder's Office, Washington County, Utah.
- 6. **Violations.** Violation of any of the covenants, conditions, restrictions, stipulations, or agreements herein contained shall give the City and their successors and assigns the right to enter upon the Property, and to summarily abate and remove, at the expense of the Owner, any erection, thing or condition that may be or exist thereon contrary to the provisions hereof, without being deemed guilty of trespass. The result of every action or omission whereby any covenant, condition, restriction, stipulation, or agreement of this Agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such condition. Such remedy shall be deemed cumulative and not exclusive.
- 7. **Effect of Waiver or Breach or Failure to Enforce.** Each and all of the covenants, conditions, restrictions, stipulations, and agreements contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions, stipulations, or agreements, so far as any future or other breach is concerned. It is understood and agreed by and between the Parties hereto that no waiver of a breach of any of the covenants, conditions, restrictions, stipulations, and agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions, stipulations, and agreements contained herein, nor shall failure to enforce any one of such covenants, conditions, restrictions, stipulations, or agreements, either by forfeiture or otherwise, be construed as a waiver of any other covenant, condition, restriction, stipulation, or agreement contained in this Agreement.
- 8. **Severability.** Invalidation of any one or any portion of any one of these covenants, conditions, restrictions, stipulations, and agreements by judgment or court order shall in no wise affect any of the other provisions of this Agreement which shall remain in full force and effect.

9. **Construction Principles.** Words in any gender shall be deemed to include the other genders. The singular shall be deemed to include the plural and vice versa. The headings and underlined paragraph titles are for guidance only and shall have no significance in the interpretation of this Declaration.

10. **Attorneys' Fees and Costs.** In the event any claim demand or lawsuit is made or instituted to enforce any of the provisions contained in this Declaration, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fee and all court costs, as determined by the court.

IN WITNESS WHEREOF the undersigned has executed this document this 5 day of November 2020.

PECAN VALLEY HOLDINGS, LLC

By: Chris Wyler, Member

STATE OF UTAH

COUNTY OF WASHINGTON

On the 5 day of November 2020, personally appeared before me Chris Wyler, known to me to be the signer of the foregoing instrument, who duly acknowledged to me that he executed the same for and on behalf of the Owner as its manager. WITNESS my hand and official seal.

Cindy Beteag
NOTARY PUBLIC

HURRICANE CITY

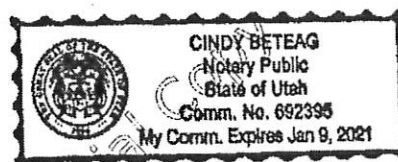
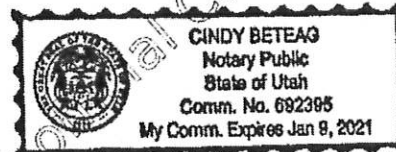
By: John Brannell
Name: John Brannell
Title: Mayor

STATE OF UTAH

COUNTY OF WASHINGTON

On the 5 day of November 2020, personally appeared before me John Brannell, known to me to be the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same for and on behalf of the City as its authorized representative. WITNESS my hand and official seal.

Cindy Beteag
NOTARY PUBLIC



to our area. Seconded by Darin Larson. Motion carried with Nanette Billings, Darin Larson, Dave Sanders and Kevin Tervort voting aye. Joseph Prete voted nay.

2. Consideration and possible approval of an updated **Preliminary Plat and Sensitive Land application for Hillside Estates located at approx. 725 S and 1400 W, containing 16 lots.** – Chris Wyler applicant, Civil Science Agent

They will move the irrigation line and remove lot 14. It is a better layout with this design.

Darin Larson motioned to approve the preliminary plat and sensitive land for Hillside Estates subject to staff and JUC comments. Seconded by Kevin Tervort. Motion carried with Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort voting aye.

3. Consideration and possible approval of **amending the deed restriction in Pecan Valley-** Chris Wyler

Chris Wyler explained they have preliminary approvals for the clubhouse. He is trying to get going on his house and he is okay with the deed restriction, but two concerns have come up. It states the permanent clubhouse has to be completed before he can get a certificate of occupancy on the second half of the lots. The Fire District is requiring a fire system for a commercial building. It would be very costly. He is asking the Council to amend those two items. He offered to put a bond up in case the clubhouse isn't built.

Nanette Billings pointed out he received recreation resort zoning because a clubhouse was shown. Mr. Wyler stated the ordinance doesn't state when the clubhouse has to be built. He would like to bond instead. He is already doing a fire system, but it doesn't meet fire code for commercial use. Chief Tom Kuhlman explained the occupancy restrictions require different systems. A clubhouse is an assembly occupancy not residential.

When the clubhouse is required is what needs to be determined. Stephen Nelson read the code and pointed out the City has always required the amenities in the first phase. The Planning Commission is looking at updating the code to make it clear. He explained the original plan showed the clubhouse in the first phase. It changed and now the clubhouse is in the second phase and that's why the deed restriction was put in place. He doesn't think it will ever be used as a clubhouse, but we need to maintain that onsite management is there. If Council approves this, then he thinks some adjustments need to be made. Mr. Wyler agreed to Stephen Nelson's recommendations on his email. The deed must say office not clubhouse for the fire to sign off on. A completion date needs to be added to the agreement.

Nanette Billings motioned to approve the amendment to the deed restriction for Pecan Valley subject to: 1. On-site management and office space are maintained on lot 60 so that someone is available and can respond to problems that may arise within the resort. 2. That the clubhouse and pool that the developer promised are developed in the next phase. 3. That the property must be maintained either by Mr. Wyler or the HOA, and whoever occupies the home that they serve as on-site management. 4. That no short-term rental use takes place in the home while it is serving as the main office space. 5. That the City's attorney has a chance to review any document before it is signed. Approval is based on it will be

completed at the beginning of phase 2 and no occupancy will be granted for phase 2 until the clubhouse is completed. It is an office not a clubhouse. Seconded by Dave Sanders. Motion carried with Nanette Billings, Dave Sanders and Kevin Tervort voting aye. Darin Larson and Joseph Prete voted nay.

4. Consideration and possible approval of a **Resolution approving a Power Rate Increase**-Dave Imlay

They have been experiencing high power prices. There was an 11% increase in one year. We are buying it for .19 and selling it for .09. We buy a lot of power off the unplanned pool but with the coal plants coming offline, and being replaced by renewables, the capacity is becoming limited. The industry is changing so fast which is causing prices to spike. We are having to use our reserve fund to make up the price. Operating revenues have also spiked due to growth. He had to come in with a budget amendment of 1.7 million last year because of this problem. The Power Board is recommending a 4% increase to help get them ahead. Darin Larson commented this would give us the ability to look at it in a year and see what the trend is. We have been at the current rate for the last three years. We are still competitive with St. George with the rate increase. Four percent will help judge where they need to be over the next year. Mr. Larson stated we have saved a lot of money using our generators. We need to look at this as an incremental increase. Mr. Imlay explained as the loads grow, we bring in more revenue. Materials are increasing. Impact fees are only paying for 75% of new construction.

Joseph Prete motioned to approve the resolution approving a power rate increase. Seconded by Dave Sanders. Motion carried with Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort voting aye.

NEW BUSINESS

1. Consideration and possible **denial of a business license for EV B&B**-Cindy Beteag

EV B&B received a license for two room residential hosting in 2020. They failed to renew in 2021 and had to reapply. Between the time they failed to renew and the time they applied, several complaints were received from neighbors regarding noise and no one living in the home. The applicants were told the concerns when they applied again. When payment was paid over the phone, the billing zip was for Taylorsville and the mailing address on the County is Taylorsville. A certified letter was sent to them regarding this hearing, but they have not contacted the City. A residential hosting license requires the owners to live on site, but it appears they are not living there.

Nanette Billings motioned to deny the business license for EV B&B. Seconded by Kevin Tervort. Motion carried with Nanette Billings, Darin Larson, Joseph Prete, Dave Sanders and Kevin Tervort voting aye.

2. Appeal of an **administrative decision on a building permit**-Harmony Vanderhorst

Harmony Vanderhorst explained the Council had recommended her to check with St. George on other cities to see what they do. She called Jay Sandberg with St. George to see how they handle a LOMR when they receive it. He stated they just let people build because at that point they feel the liability is moot. They have never had an issue. Ms. Vanderhorst is asking to get building permits now instead of waiting until October. They will have to overex four feet and bring the property up four feet. The City only acknowledges the LOMR changes. They don't vote on it. They have already waited a 90-day period to remove these lots from the floodplain. This change made the two lots to the east more buildable too.

Stephen Nelson explained that when the Elim Valley agreement was dissolved, the resort area expanded as part of the initial agreement approved by the City. The Planning Commission approved the off-site parking standards and the alternative amenities package. The Planning Commission's recommendation of approval was unanimous. Councilman Prete noted that there are 375 units in ten condo buildings, a hotel, and a clubhouse on 27.83 acres.

Kevin Thomas motioned to approve the preliminary plat for Bash Resorts, a 375-unit recreation resort development located north of Iron Bridge Blvd subject to Staff and JUC comments. Seconded by Doug Heideman. Kevin Thomas and Doug Heideman voting aye. David Hirschi voted nay. Joseph Prete abstained. Mayor Billings voting aye. Motion carried.

19. Consideration and possible approval of a **preliminary plat for Marla Phase 2**, a nine-unit recreation resort development located at approximately 1600 S Sand Hollow Road. Western Mortgage and Realty Company Applicant. Brent Moser Agent.

Mayor Billings asked how the current drainage issues would be solved. Brent Moser reported that a storm drain line on Wilson Drive would go into their detention basin, moving through another storm drain and continuing to the detention basin on the north side. Stephen Nelson explained the Marla development had remaining resort zoning around it, so the applicant is proposing to extend the subdivision with nine additional lots. One of the concerns is that the public roadways are shown to end in the common area. The applicant explained the public roadways end in the common area due to the detention pond. The Planning Commission felt this is justified.

Kevin Thomas motioned to approve the preliminary plat for Marla Phase 2, a nine-unit recreation resort development located at approximately 1600 S Sand Hollow Road subject to Staff and JUC comments. Seconded by Doug Heideman. Kevin Thomas, David Hirschi, and Doug Heideman voting aye. Joseph Prete abstained. Motion carried.

20. Ordinance 2022-60: Consideration and possible approval of a proposed **Zone Change Amendment request located at approx.. 5200 West and 2500 South** from A-5, agriculture one unit per 5 acres, to RM-1/PDO, multifamily 6 units per acre with a Planned Development Overlay, and RR, recreation resort. Parcel numbers: H-4138-B, H-4138-L, H-4138-E. Chris Wyler Applicant. Brandee Walker-Civil Science Agent.

Stephen Nelson reported that the Planning Commission recommended denial due to inadequate facilities. The sewer will likely need a bigger lift station, and Dixie Power needs to build a substation in the area to provide adequate power. He noted that the Planning Commission has reviewed many variations of the plan.

Chris Wyler reported that the Planning Commission has raised concerns each time the application is reviewed. As far as he is aware, this proposal meets Staff conditions. Mr. Nelson

reported that the applicant needs additional parking. Staff also recommends amenities in the southern section. Mr. Wyler reported that this proposal is well below his zoning. He presented renderings of the units and amenities. He feels that parking around the park made more sense. Mr. Wyler explained that the power is paid for. He turned in his preliminary plat for the estate lots, so the road has to be built out. They will have a secondary water system and four wells on the property, and the water loop is complete. This development consists of 420 townhomes and twenty-three single-family units. Mr. Nelson reported that this proposal is decreasing the overall zoning area; however, the number of units is increasing.

Councilman Thomas noted that this proposal is not requesting more than what is already approved. It is just reworking how it is laid out. Dayton Hall noted that this is adding twenty-five units. Mr. Nelson does not recommend changing the zone where the current clubhouse is located. Councilman Thomas asked if the applicant could be held to a reduction in the number of units. Mr. Nelson reported that a development agreement could accomplish this.

Mr. Nelson reiterated concerns regarding sewer and power. The applicant has signed construction drawings, bonded for the secondary access, and has started working on the project. Mr. Nelson explained that a development agreement can cap the total number of units. Mr. Hall advised that the development agreement includes standard language about adequate facilities and ensures that the density cap applies to the entire townhome section of the development. Mr. Wyler suggested a development agreement limiting the development to no more than two hundred units in this phase. Mr. Nelson recommends continuing the item so Staff and the applicant can collaborate on the development agreement.

Kevin Thomas motioned to continue consideration and possible approval of a proposed Zone Change Amendment request located at approx. 5200 West and 2500 South from A-5, agriculture one unit per 5 acres, to RM-1/PDO, multifamily 6 units per acre with a Planned Development Overlay, and RR, recreation resort to the next meeting to allow Staff and the applicant an opportunity to create a development agreement limiting the number of townhomes in this area to two hundred. Seconded by Joseph Prete. Doug Heideman, David Hirschi, Kevin Thomas, and Joseph Prete voting aye. Motion carried unanimously.

Adjournment

Doug Heideman motioned to adjourn at 11:30 p.m. Seconded by David Hirschi. Motion carried unanimously.

13
Return To:
City of Hurricane
Attention: Cindy Beteag
147 N 870 W
Hurricane, UT 84737

DOC # 20230000908

Agreement. Page 1 of 13
Gary Christensen Washington County Recorder
01/11/2023 11:38:04 AM Fee \$ 0.00
By HURRICANE CITY



**DEVELOPMENT AGREEMENT
FOR
PECAN VALLEY ZONE CHANGE**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the 11 day of January, 2023 (the "Effective Date"), by and between HURRICANE CITY, a Utah municipal corporation, hereinafter referred to as "City," and PVH LLC, a Utah LLC, hereinafter referred to as "Developer." The City and Developer are hereinafter collectively referred to as "Parties."

RECITALS

A. Developer is the owner of approximately 18.09± acres of land located within Hurricane City as is more particularly described on EXHIBIT A, attached hereto and incorporated herein by reference (the "Property").

B. On November 17, 2022, the City Council approved a zone change as shown on the zoning map attached hereto as EXHIBIT B, subject to and conditioned upon the terms and conditions of this Agreement.

C. Developer has proposed, and City has approved, a Preliminary Site Plan attached hereto and incorporated herein as EXHIBIT B. The Preliminary Site Plan grants no vested entitlements and shall be subject to changes as listed within this agreement.

D. Developer is willing to design and construct the Project in accordance with the Preliminary Site Plan and in a manner that is in harmony with and intended to promote the long-range policies, goals, and objectives of the City's general plan, zoning and development regulations in order to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth below.

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

F. The City has the authority to enter into this Agreement pursuant to Utah Code Section 10-9a-102(2) and relevant municipal ordinances, and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with applicable City Ordinances.

G. This Agreement is generally consistent with, and all preliminary and final plats within the Property are subject to and shall conform with, the City's General Plan, Zoning

Ordinances, and Subdivision Ordinances, and any permits issued by the City pursuant to City Ordinances and regulations.

H. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

I. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to, the terms of Utah Code Ann., §10-9a-102.

J. The Parties intend to be bound by the terms of this Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Developer hereby agree as follows:

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

2. General Terms: The City approves the zoning boundaries shown in EXHIBIT B with the following terms and conditions.

a. Planned Development Overlay. The area labeled as PDO in EXHIBIT B is approved but shall be limited to no more than 77 total units. These units shall only be used for long-term residential uses. Prior to any development, Developer shall file a new preliminary site plan that complies with Hurricane City Code and standards and obtain approval from the Hurricane City Planning Commission.

b. Recreation Resort. The area labeled as Pecan Valley Resort within EXHIBIT B is approved but shall contain no more than 236 units. Prior to any development, Developer shall file a new site plan that complies with Hurricane City Code 10-26 for review and obtain approval from the Planning Commission. The Developer shall provide new outdoor amenities within the southern section of the resort according to Hurricane standards or as otherwise approved by the Planning Commission. The Planning Commission may, but is not required to, consider amenities in other areas of the resort to offset required amenities.

c. Clubhouse and Amenity Center. In the first phase of any development within the Pecan Valley Resort, Developer shall develop a Clubhouse in the northeast of the development as shown in EXHIBIT B. The applicant shall follow all Hurricane City approval procedures, including a preliminary site plan, construction drawings, subdivision plans, final site plan, and building permits.

3. Nothing in this Agreement shall amend or replace any requirements by City, State, Federal, Fire, other local development agreements or restrictions, or other applicable regulations.

4. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer: Pecan Valley Holdings LLC
Attention: Chris Wyler
5183 W 2040 S
Hurricane, UT 84737

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

5. Adequate Public Facilities.

a. This subsection 5 applies to any portion of the Property for which development has not already been approved by the City.

b. Developer understands, acknowledges and specifically agrees that: (a) power, water, and other utility services to the Property may not be currently available in sufficient capacity to serve some or all of the Property, and may not have been extended to the Property; (b) the granting of this zone change, approval of a preliminary plat, and review of construction drawings, does not in any way guarantee or warrant the availability and extension of power, water, or other utility services to the Property; (c) no application for any building or grading permit requiring the availability and extension of power, water, or other utility service for the specific property identified in the permit application, shall be filed, made, or approved until such time that such utilities or services are available and have been extended to the applicable property, as determined by City staff; and (d) Developer assumes all risk and liability associated with any development activity on the Property, including but not limited to all costs incurred for engineering, feasibility studies, etc., in the event that such services do not become available and are not extended to the Property.

c. The City may deny any application for preliminary plat(s), final plat(s), site plans, and/or building permit(s) if the City finds that (1) utilities, roadways, or other public facilities or infrastructure are inadequate to support the Property that is the subject of that application or (2) services are not in the vicinity of the Property that is the subject of that application. Notwithstanding the foregoing, the City may consider an application if the applicant can show that current utility systems, roadway systems, and other public facilities and infrastructure are adequate to meet the demand for the Property that is the subject of that application and the applicant can provide a plan on how to reasonably

connect the systems, facilities, and infrastructure to the property that is the subject of that application.

6. General Term and Conditions.

a. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

b. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a "successor" includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party's submission of land use applications to the City relating to the Property or the Project.

c. Non Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the City, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

d. Third Party Rights. Except for the Developer, the City and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express intended beneficiaries of this Agreement, this Agreement shall not create any rights in and/or obligations to any other persons or parties. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements

e. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

f. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the City and the Developer.

g. Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Washington County Recorder against the Property and is intended to and shall be deemed to run with the land, and shall be binding on and shall benefit all successors in the ownership of any portion of the Property.

h. Performance. Each party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy or other approvals associated therewith.

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

j. Construction. This Agreement has been reviewed and revised by legal counsel for both the City and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

k. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the City shall be given or withheld by the City in compliance with this Agreement and the City Ordinances.

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

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

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



CITY:

CITY OF HURRICANE

ATTEST:

By: Andy Peters

City Recorder

By: Karenth Billings

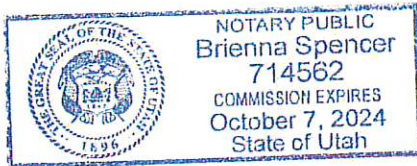
Mayor

DEVELOPER:

By: [Signature]
Name: Chris Wyler
Title: Member

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On the 11 day of January, 2023, personally appeared before me Chris Wyler, who being by me duly sworn, did say that he is the Member of PVH, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.



Brienna Spencer
Notary Public
Residing at: Hurricane UT 84737

EXHIBIT A
Legal Description Parcel

PARCEL H-4138-E & H-4138-L
COMBINED LEGAL DESCRIPTION

BEGINNING AT A POINT N 88°41'43" W 645.27 FEET ALONG THE CENTER SECTION LINE OF SECTION 15, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, FROM THE EAST QUARTER CORNER OF SAID SECTION 15, POINT BEING ON THE WEST LINE OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20210017450, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH, AND RUNNING THENCE S 1°07'49" W 624.69 FEET ALONG SAID LINE, TO THE NORTHEAST CORNER OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20220015183, RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER; THENCE ALONG SAID PARCEL THE FOLLOWING TWO (2) COURSES, (1) S 47°49'50" W 237.76 FEET, (2) THENCE S 76°32'06" W 317.12 FEET, TO A POINT ON THE EAST 1/16TH LINE OF SAID SECTION 15, THENCE N 1°07'49" E 225.96 FEET ALONG SAID LINE, TO THE SOUTHWEST CORNER OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20170050011, RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER; THENCE ALONG SAID PARCEL THE FOLLOWING THREE (3) COURSES, (1) S 88°52'21" E 226.17 FEET, (2) THENCE N 0°33'28" W 191.12 FEET, (3) THENCE N 66°45'54" W 220.69 FEET, TO A POINT ON THE SAID EAST 1/16TH LINE, THENCE N 1°07'48" E 444.19 FEET ALONG SAID LINE, TO THE CENTER EAST 1/16TH CORNER, THENCE N 1°05'38" E 947.24 FEET ALONG THE EAST 1/16TH LINE OF SAID SECTION 15, TO THE SOUTHWEST CORNER OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20140011171, RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER, THENCE S 88°55'08" E 479.95 FEET ALONG THE SOUTH LINE OF SAID PARCEL, TO A POINT ON THE WEST LINE OF SAID PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20210017450, THENCE S 1°05'47" W 949.11 FEET ALONG SAID LINE TO THE POINT OF BEGINNING

CONTAINS 18.09 ACRES MORE OR LESS

EXHIBIT B
Zoning Amendment Preliminary Site Plan Map

EXHIBIT C
City Council Approval Minutes

Mr. Nelson. Councilman Hirschi confirmed there are five hundred units and expressed concern with the density. Mr. Brown noted that he discussed this with Mr. Nelson and felt this area is a good location for this type of development. Councilman Thomas noted that there is infrastructure in the area, and this is near other commercial uses.

Mayor Billings asked how the applicant intends to make this an affordable housing product. Mr. Brown reiterated that the applicant is willing to provide ten percent as affordable housing with a development agreement. Councilman Prete likes the project. It is time to proceed forward with the moderate-income housing plan. He confirmed that the applicant agrees to not exceed three stories and designate ten percent as affordable housing. He explained that these details must be worked out in a development agreement. He suggested continuing the item until the development agreement has been reviewed. He noted that this is the first applicant that has committed to deed-restricted affordable housing.

Joseph Prete motioned to continue the Zone Change Amendment request for Steward Land Holdings located at approx. 3112 West State Street from HC to PC to the next meeting to consider the request with a development agreement. Seconded by Kevin Thomas. Dave Sanders, Kevin Thomas, and Joseph Prete voting, aye. David Hirschi and Doug Heideman nay. Motion carried.

5. Consideration and possible approval of **allocating funds to the Tourism Board** - April Gates/Doug Heideman

April Gates stated that the Tri-State Jamboree donated money to help veterans. The Tourism Alliance is taking over the Tri-State Jamboree moving forward. Ms. Gates reported that the Tourism Board is requesting \$3,000 to help boost their website.

Kevin Thomas motioned to approve allocating \$3,000 to the Tourism Board. Seconded by Dave Sanders. Joseph Prete, Doug Heideman, David Hirschi, Kevin Thomas, and Dave Sanders voting aye. Motion carried unanimously.

6. Ordinance 2022-60: Consideration and possible approval of a proposed **Zone Change Amendment request located at approx. 5200 West and 2500 South from A-5, agriculture one unit per 5 acres, to RM-1/PDO, multifamily 6 units per acre with a Planned Development Overlay, and RR, recreation resort**. Parcel numbers: H-4138-B, H-4138-L, H-4138-E. Chris Wyler Applicant. Brandee Walker-Civil Science Agent.

Stephen Nelson explained that this is part of the Pecan Valley project. The applicant previously asked to expand the resort use and add a PDO. The Planning Commission recommended denial. After discussions with the applicant, the City Council felt a development agreement could be implemented to cap the density. He explained that the presented development agreement will require amenities in certain areas, an additional clubhouse in the southern area, and limits the

number of units. Mayor Billings asked when the clubhouse will be built. Mr. Nelson reported that the clubhouse will be built in the first phase. Councilman Thomas feels this is a good change that benefits the community. Councilman Sanders asked how the excavation process will affect the neighbors. Chris Wyler feels it will help the neighbors with the flood water. They have a four-foot storm drain going to the river, which will help with future flooding. Mr. Nelson explained that the Planning Commission recommended denial due to concerns regarding infrastructure in the area, the main sewer line, and the expansion of the resort area. He noted that the development agreement contains adequate public facilities language.

Kevin Thomas motioned to approve the Zone Change Amendment request located at approx. 5200 West and 2500 South from A-5, agriculture one unit per 5 acres, to RM-1/PDO, multifamily 6 units per acre with a Planned Development Overlay, and RR, recreation resort subject to a development agreement and staff and JUC comments; 1. Power: Dixie Power area. Still waiting on off-site improvements. Probably will have enough capacity when they get to this part. 2. Water: Need an updated water model. Water is in the area but could be limited with this increase. 3. Streets: Second access needed to handle high density traffic flow. 4. Sewer: A lot of off-site sewer will be needed for this property. May need a regional lift station. 5. Engineering: 5200 W is 5350 W. The property should be acquired to connect 5350 W through. The Hunter and Lowell Frei parcels should be accessible from a public street. 6. Fire: Water supply and access. 7. Gas: No concerns. 8. Cable: No comments. 9. Density: The applicant is proposing 4.2 units per acre, RM-1 zoning allows up to six units per acre. The applicant is proposing 71 long-term townhome units and 228 resort townhome units. 10. The applicant is proposing that the already approved parking lot and clubhouse area on the north end of Pecan Valley Resort be zoned RM-1 PDO. The applicant has indicated to staff that this would be a recreation/community center open to the public. 11. Amenities: The total Pecan Valley Resort area has 473 units. Per HCC 10-26-4: Two clubhouses with 2,000 sq ft of nonoffice space and four pools of at least 2,000 sq ft are required. Two clubhouses are shown and the Planning Commission has approved a larger pool amenity with enhanced features in the phase 1 amenity area. a. The Planning Commission may approve an alternative amenity package. Staff would be broadly supportive of some level of alternative compliance on this overall plan due to the fact that the code requiring amenities was passed during the design and construction of the overall resort area. The relevant codes are: i. Alternative compliance, such as splash pads, sports courts, and open space amenities may be considered by the Planning Commission to offset other amenities requirements. ii. Pools: Pools may be combined for an enhanced amenity area with the approval of the Planning Commission. b. Staff has serious concerns with counting the proposed recreation/community center as an amenity for the resort when it is not zoned Recreation Resort and instead zoned RM-1 PDO. Other resorts in the city have been required to provide all of their amenities within the recreation resort zoning and have not been allowed to count amenities in other zones. c. Another consideration is that HCC 10-26-4 states that: "These amenities should be centrally located and have walking trails or sidewalks for access. Where applicable, multiple amenities should be placed throughout the property to ensure equitable access." With this addition the amenities are clustered around the northern end of the property.

Some sort of amenity should be placed on the southern end of the property. 12. Parking: A full parking plan will be needed for the preliminary plat approval. Most units will have garages sized enough to meet the requirements of, "two parking spaces per unit or one space per bedroom, whichever is higher" (HCC 10-26-6 E) a. Previous submissions have indicated that 100 RV parking spaces are provided within the recreation resort zone. 94 spaces are required for the entire resort area. 13. While staff has no issues with long-term residential in this area staff has serious concerns with the plan as presented with regards to the integration of the two uses on the site plan. Staff has had problems in the already built portions of Pecan Valley where there is an approved resort on one street and long-term residential on another where people have bought in the long-term area thinking it was the short-term, which causes confusion for property owners and noise and parking issues for residents. This plan mitigates this from the previous plan by not having long-term and short-term units sharing a building but where they share a street and where the units will theoretically be identical looking the problems that exist in other phases of Pecan Valley will persist. 14. The applicant is proposing that 3.737 acres of resort zoning be removed from the northern property and 3.370 acres be added to the southern property. This change increases the number of approved resort units within Pecan Valley by 23 additional units. 15. Planned Development Overlays (PDO) are required to be a minimum of 5 acres. The proposed resort is a total of 3.737 acres. This zoning is attached to the resort and the other PDO. Generally speaking, the applicant is seeking to exchange property from Resort to PDO without changing the use and justifying an expansion of resort zoning. Because of this, staff would generally recommend that the clubhouse/fitness area remains in the same zone and that the Planning Commission consider the southern zone change independently. 16. Hurricane City Code 10-37-4 states: a. Land shall be developed only where existing infrastructure is in place or will be timely provided to service proposed development. The City may require an analysis to be completed to determine whether adequate public facilities are available to service a development and whether such development will change existing levels of service or will create a demand which exceeds acceptable levels of service for roadways, intersections, bridges, storm drainage facilities, water lines, water pressure, sewer lines, fire and emergency response times, and other similar public services. The City may disapprove a proposed development if demand for public services exceeds accepted levels of service. No subsequent approval of such development shall be given until either the developer or the City installs improvements calculated to raise service levels to the standard adopted by the City. b. The City has generally interpreted this code to mean that developments should not be approved without an adequate, approved, and bonded for plan to install facilities and infrastructure to the property. The Sewer District has expressed concerns about sewer capacity. Also, the Fire District has serious concerns about increasing units and density along Turf Sod Road, which does not have a second access, and there are plans for an improved second access to the property to Dixie Springs Drive once connected to 5140 West. These plans have been signed, but the improvements have not been installed. Seconded by David Hirschi. Doug Heideman, Dave Sanders, David Hirschi, and Kevin Thomas voting aye. Joseph Prete, nay. Motion carried.



STAFF COMMENTS

Consideration and possible approval of a **Statewide Utility License Agreement** between Hurricane City and UDOT

Discussion:

UDOT requires all utility operators that have infrastructure within a State Highway right-of-way to enter into an agreement that has standard language per Utah Administrative Code R903-7. Hurricane City is currently working on designing a transmission power line along SR-7 that will cross SR-9 at 2800 West. Although the City already has utilities in UDOT rights-of-way, UDOT is requesting the City enter into this standard agreement so as to be consistent with all utility operators statewide. Once the agreement is in place UDOT will allow the City to move forward with designing the crossing in accordance with the agreement.

The City Attorney has reviewed the Statewide Utility License Agreement and approves it as to form.

Findings:

I have read through the standard agreement, along with Utah Administrative Code R930-7. Everything that the agreement is asking for is in accordance with the Code, which we are bound by. Signing the agreement will allow us to work with UDOT to accomplish our goals as a City to provide municipal utility services.

Recommendation:

It is recommended that the City sign this agreement with UDOT so we have a basis to move forward with the necessary utility installations.

Attachments:

1. Hurricane City SULA

STATEWIDE UTILITY LICENSE AGREEMENT NON-INTERSTATE

This **AGREEMENT** is made by and between the **Utah Department of Transportation** ("UDOT") and **Hurricane City** ("Company"), a company organized under the laws of the State of [State], each as party ("Party") and together as parties ("Parties").

RECITALS

WHEREAS, the Parties desire to assist in expediting the approval of UDOT permits for operating, constructing, and maintaining utility lines and related facilities ("Facilities") within state highway rights-of-way; and excluding longitudinal installations within the interstate highway rights-of-way; and

WHEREAS, the terms of this agreement shall apply to all issued encroachment permits; and

WHEREAS, this agreement shall apply to approved location and encroachment permits on state highway rights-of-way in the State of Utah which are within the responsibility and jurisdiction of UDOT; and

WHEREAS, the Parties desire that this agreement supersedes all previous utility license agreements executed between the Parties.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

- LICENSE:** UDOT grants a non-exclusive license to the Company for Facilities that have been granted or will be granted an encroachment permit pursuant to Utah Administrative Code R930-7.
- UDOT AGREEMENT TO REVIEW APPLICATIONS:** This agreement is not an encroachment permit or a guarantee of an encroachment permit. However, UDOT agrees to promptly review any application for an encroachment permit that Company files pursuant to the procedures established in this agreement and Utah Administrative Code R930-7.
- APPROVAL:** Unless otherwise stated herein, or in any particular encroachment permit or agreement, all permits executed pursuant hereto will be deemed to be governed by the provisions of this agreement. Encroachment permit applications shall be presented to the appropriate UDOT Region/District Permits Office. UDOT may apply special limitations for any work within the right-of-way. The issuance and approval of an encroachment permit enables the

Company to proceed with the utility construction and permitted use in accordance with the terms of the encroachment permit.

4. **RESERVATION AND SPECIAL PROVISIONS:** UDOT has the right to require an agreement or specific encroachment permit for any particular location and construction. Special provisions, as particular circumstances may dictate and as required by UDOT may be incorporated into any encroachment permit issued after this agreement is executed.
5. **INSPECTION:** UDOT may perform routine inspection of utility construction to monitor compliance with this agreement, encroachment permit and with state and federal laws and regulations. UDOT's inspection does not relieve the Company of its responsibilities in meeting the encroachment permit conditions and UDOT's specifications. The Company is responsible for UDOT's inspection costs.
6. **COSTS:** The Company shall pay the entire cost of the Facilities installation.
7. **BEGINNING CONSTRUCTION:** The Company shall not begin any utility construction on UDOT right-of-way until UDOT issues the encroachment permit. The Company shall complete the utility construction in accordance with UDOT requirements and within the allowable time period.
8. **TRAFFIC CONTROL:** The Company shall conduct its utility construction and maintenance operations in compliance with UDOT's current Utah MUTCD or UDOT TC Series Drawings, whichever is more restrictive. All utility construction and maintenance operations shall be planned to keep interference with traffic to an absolute minimum. On heavily traveled highways, utility operations interfering with traffic shall not be conducted during periods of peak traffic flow. This work shall be performed to minimize closures of intersecting streets, road approaches, or other access points. The Company shall submit in advance traffic control plans showing detours and signing operations to allow UDOT reasonable time to review the plans. The Company shall not perform full or partial lane closure without prior approval of the UDOT Region/District Director or authorized representative. The Company shall conform to UDOT approved traffic control plans and encroachment permit conditions.
9. **EXCAVATION, BACKFILL, COMPACTION, AND SITE RESTORATION:** The Company shall perform all utility construction on UDOT right-of-way in compliance with R930-7, UDOT's then current Standard Specifications for Highway and Bridge Construction, UDOT's Permit Excavation Handbook, and all applicable state and federal laws and regulations.
10. **EMERGENCY WORK:** Emergency work may be done without prior encroachment permit if imminent danger of loss of life or significant damage to property exists. In emergency work situations where traffic lanes will be partially or fully blocked, the Company or its representative will contact the UDOT Traffic Operations Center at (801) 887-3710 prior to establishing traffic control. In all emergency work situations, the Company or its representative shall immediately

contact UDOT on the first business day after the emergency and complete a formal encroachment permit application. Failure to contact UDOT for an emergency work situation and obtain an encroachment permit within the stated time period is considered to be a violation of the terms and conditions of this agreement and R930-7. At the discretion of the Company, emergency work may be performed by a bonded contractor, public agency, or a utility company. In all cases the Company shall comply with the state law requiring notification of all utility owners prior to excavation. None of the provisions of this agreement are waived for emergency work except for the requirement of a prior encroachment permit.

11. **RESTORATION OF TRAFFIC SIGNAL EQUIPMENT OR TRANSPORTATION FACILITIES:** Any traffic signal equipment or transportation facilities, which are disturbed or relocated as a result of the Company's work, must be restored in accordance with plans approved by UDOT. Restoration of traffic signal equipment or transportation facilities must be done at the Company's expense by a qualified electrical contractor experienced in signal installation or a qualified contractor experienced in restoring other transportation facilities, retained by the Company and approved in advance by UDOT. Work shall be scheduled to ensure that disruption of any traffic signal or transportation facilities operation is kept to a minimum.
12. **ACCESS:** Access for Facilities installation on the UDOT right-of-way shall be allowed only by a permit issued by UDOT to Company. Company will obtain the permit and abide by all conditions for policing and other controls in conformance with Utah Administrative Codes R930-6 as amended.
13. **MAINTENANCE:** The Company shall at all times maintain, repair, construct and operate its Facilities at its expense. The Facilities will be serviced without access from any interstate highway or ramp. If the Company fails to maintain its Facilities, UDOT may notify the Company of any required maintenance needs. If the Company fails to comply with UDOT's notification and complete the needed maintenance, then UDOT reserves the right, without relieving the Company of its obligations, to reconstruct or make repairs to the Facilities to protect the right-of-way, as it may consider necessary, and the Company shall reimburse UDOT for its cost.
14. **LIABILITY:** The Company is required to post a continuous bond in the amount of \$100,000 to guarantee satisfactory performance under this agreement (Utah Administrative Code R930-7-6(2)(c)). UDOT may proceed against the bond to recover all expenses incurred by UDOT, its employees or contractors in repairing the sections of roadway damaged by the Company, including the failure to restore the right-of-way to UDOT standards. The liability of the Company shall not be limited to the amount of the bond. In the event the claims exceed the amount of the bond, UDOT may only claim the \$100,000 maximum amount against the bond; however, the Company shall be liable for any amounts exceeding the limits of the bond. The Company shall notify UDOT immediately in writing at the following address if this bond is planned to be terminated or is terminated:



Hurricane City
147 N 870 W
Hurricane, UT 84737
Federal ID No. 87-6112106

Statewide Utilities Manager
Utah Department of Transportation
4501 South 2700 West
Salt Lake City, Utah 84114-8460

UDOT may require a bond from the Company for encroachment permits issued under this agreement (Utah Administrative Code R930-7-6(6)(b)). The amount of the bond will be set according to the permitted scope of work but not less than \$10,000. UDOT may proceed against the bond to recover all expenses incurred by UDOT, its employees or representatives to restore the sections of roadway not completed or damaged by the Company to UDOT standards. The liability of the Company shall not be limited to the amount of the bond.

The Company will indemnify, defend, and hold harmless UDOT, its employees, and the State of Utah from responsibility for any damage or liability arising from Company's construction, maintenance, repair, or any other related operation during the utility construction or as a result of the work pursuant to permits issued under this agreement, including but not limited to damage or liability that arises from or is related to the negligent or willful acts and omissions of the Company and its employees and representatives.

15. **CANCELLATION OF ENCROACHMENT PERMITS AND LICENSE AGREEMENT:** UDOT may cancel the encroachment permit or this agreement for any of the following: a) any failure on the part of the Company to comply with the terms and conditions set forth in this license agreement or the encroachment permit; and b) the failure of the Company to pay any sum of money for costs incurred by UDOT in association with installation or construction review, inspection, reconstruction, repair, or maintenance of the Facilities. UDOT also may remove the Facilities and restore the highway and right-of-way at the sole expense of the Company. Prior to any cancellation, UDOT shall notify the Company in writing, setting forth the violations, and will provide the Company a reasonable time to correct the violations to the satisfaction of UDOT. This agreement does not limit UDOT's authority under Utah Administrative Code R930-7.
16. **ASSIGNMENT:** Permits shall not be assigned without the prior written consent of UDOT. All assignees shall be required to execute a license agreement.
17. **SUCCESSORS AND ASSIGNS:** All obligations and agreements herein shall be binding upon the Parties, their successors and assigns.
18. **FACILITIES CLEARANCE REQUIREMENT:** Facilities must be installed both above ground and buried to the proper vertical and horizontal clearances and minimum depth of bury according to the encroachment permit and Utah Administrative Code R930-7 to avoid conflict with UDOT's normal and routine maintenance activities. The Company shall avoid such conflicts by placing its Facilities in compliance with the required horizontal and vertical clearances and

minimum depth of bury. If a variance in horizontal or vertical clearances or minimum depth of bury occurs in the field during utility construction, the Company will seek a deviation approval from UDOT and amend the original encroachment permit to reflect the variance and deviation approval. UDOT's normal and routine maintenance operations are those not requiring excavations in excess of the minimum horizontal and vertical clearances and depth of bury.

In all cases the Company shall protect, indemnify and hold harmless UDOT, its employees, and the State of Utah for damages because of the failure of the Facilities to meet the required horizontal and vertical clearances and minimum depth of bury. Any noncompliance to the above requirements may result in cancellation of the Company's encroachment permit or this agreement. If the noncompliant Facilities need to be moved due to a UDOT project and there was no deviation granted by UDOT for the variance in horizontal or vertical clearances or minimum depth of bury less than minimum standards, the Company must pay 100% of the relocation costs for that portion of the Facilities that were installed in violation of UDOT's required clearances at the time the encroachment permit was issued. If the Company was granted a deviation, the Company must provide the permit describing the deviation.

19. TERMINATION OF LICENSE AGREEMENT: This agreement will terminate in five years unless both Parties agree in writing within the five years to renew the agreement for an additional five years. However, this agreement may be terminated at any time by either Party upon 30 days advance written notice to the other. Active encroachment permits previously issued and approved under a terminated agreement are not affected and remain in effect on the same terms and conditions set forth in the agreement, permits, and Utah Administrative Code R930-7. The obligation to maintain the continuous bond as described in paragraph 14 continues until the Company's Facilities are removed from UDOT's right-of-way. The indemnification obligations in this agreement shall survive termination of this agreement.

20. MISCELLANEOUS:

- a. The permitted use and occupancy of right-of-way for non-highway purposes is subordinate to the primary and highest interest for transportation and safety of the traveling public.
- b. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this agreement, or by law, will not release either Party from any obligations arising under this agreement.
- c. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other Party.
- d. This Agreement does not create any type of agency relationship, joint venture, or partnership between UDOT and Company.

- e. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.
- f. If any provision or part of a provision of this agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
- g. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.
- h. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by authorized representatives of each Party.
- i. The date of this agreement is the date this agreement is signed by the last Party.



Hurricane City
147 N 870 W
Hurricane, UT 84737
Federal ID No. 87-6112106

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

Approved by [Company Name]

By: _____
Signature Date

Name (printed) Title

FOR THE UTAH DEPARTMENT OF TRANSPORTATION

By: _____
James Olschewski Date
Statewide Utilities Manager

UDOT COMPTROLLER'S OFFICE

By: _____
Kristi Barney Date
Contract Administrator

APPROVED AS TO FORM: This Form Agreement has been previously approved as to form by the office of the Legal Counsel for the Utah Department of Transportation on August 12, 2019.



STAFF COMMENTS

Consideration and possible approval of **Resolution 2023-42 Authorizing a tax certificate and agreement for UAMPS'** Payson Power Project, and related matters-Scott Hughes

Discussion:

The IRS Code and US Treasury Regulations allow for **tax-exempt bonds** to be issued to finance **prepayments** for energy and/or fuel used for the generation of energy. This resolution would authorize Hurricane City, in conjunction with UAMPS and other participating members, to assign a 5-year purchase of natural gas for energy production at the Payson (Nebo) Power Plant into a prepay agreement. It also authorizes Scott Hughes or Brian Anderson “to execute and deliver the Tax Certificate and Agreement” to UAMPS, and “to approve such changes to the Tax Certificate and Agreement as are necessary to complete the form thereof, together with any minor or non-substantive changes”. The result of the designed transaction is a substantial discount on the price of the fuel. Hurricane City, together with the other participants, will have the ability to assign other fuel or energy projects into the prepay agreement for the next thirty years and receive some level of discount (depending on the current market conditions), or terminate the agreement if the discount is not satisfactory.

The City Attorney has reviewed the documents and approves them as to form.

Findings:

Recommendation:

Attachments:

1. Talking Points Re Prepay Transaction
2. Hurricane Participant Resolution for Prepaid Gas

TALKING POINTS RE PREPAY TRANSACTION
NOVEMBER 27, 2023

OVERVIEW

- The Internal Revenue Code and US Treasury Regulations ("Tax Code and Regulations") contain special provisions that allow tax-exempt bonds to be issued to finance prepayments for natural gas and electricity. The prepay transactions are structured to convert the difference between the issuer's lower (tax-exempt) cost of funds and the prepaid energy supplier's higher (taxable) cost of funds into a discounted price for prepaid energy.
 - The initial discount is expected to be at least 7.5% and will be determined before closing.
 - The amount of the discount will be reset periodically over the term of the prepay (every five to ten years) when the bonds are refinanced.
- UAMPS will assign existing gas or electricity purchase agreements into the prepay transaction and the discount will be applied to the contract prices under these agreements.
- The Tax Code and Regulations require that the prepaid (discounted) gas or electricity (including electricity that is generated using prepaid natural gas as fuel) be used by UAMPS members to serve retail customers in their municipal utility service areas. This is referred to as the "Qualifying Use" requirement.
- The date of closing has not yet been determined but will likely take place in Q1 2024.
- The term of the transaction is thirty years.

CONTRACT STRUCTURE

- Southeast Energy Authority ("SEA") will issue bonds for a 30-year prepayment for gas or electricity from a special purpose entity ("Prepay LLC") organized by J. Aron & Company, the commodities affiliate of Goldman Sachs & Co.
 - UAMPS has no obligation on the bonds issued by SEA.
- UAMPS will assign previously-executed gas purchase or power purchase agreement(s) to J. Aron through a Limited Assignment Agreement ("LAA").
 - The LAA does not require any changes to the existing purchase agreement, but will be consented to by the seller.
 - The LAA is designed to leave the seller indifferent to the prepay. All interactions between UAMPS and seller remain the same.
 - The amount of gas or electricity purchases assigned to J. Aron under the LAA establishes the monthly cashflows required over the 30-year term of the prepay.
- UAMPS will first assign a 5-year gas purchase made to fuel the Nebo Power Plant into the prepay.
 - UAMPS is assigning less than the total amount of prepaid gas to allow for flexibility in future assignments.
 - In the future UAMPS will assign other gas or power purchase agreements, such as Red Mesa or Steel Solar, into the prepay to support the required monthly cashflows and to continue to receive the discount from the prepay.
- The LAA provides J. Aron "flash title" to the assigned gas or electricity, which is then delivered to Prepay LLC, which is then delivered to SEA, which then delivers the gas or electricity to UAMPS.

- If the prepaid transaction terminates for any reason, the LAA also terminates and UAMPS and the seller are restored to their original positions.
- UAMPS will enter a “Commodity Supply Agreement” with SEA to purchase the gas or electricity from SEA at a discount.
- The bonds issued by SEA will need to be refinanced from time to time over the 30-year term of the prepay. When the bonds are refinanced, the discount available to UAMPS under the Commodity Supply Agreement will need to be reset.
 - Changes in market conditions could lead to a lower (or higher) savings for UAMPS.
 - The Commodity Supply Agreement will specify the minimum discount to be achieved for each reset period. If minimum is not achieved, UAMPS may choose not to take energy from the prepay project during the reset period.

QUALIFIED USE CERTIFICATE

- UAMPS has provided a resolution for the governing boards of the Payson Power Project Participants (“Participants”) that approves the form of a “Qualified Use Certificate” for the prepaid energy. Please have the resolution signed and returned to UAMPS.
 - Complete the resolution by filling in the date it was adopted on page 2 Please do not make changes to these documents without contacting UAMPS.
 - The resolution may be passed at any time.
 - Do not complete or sign the generic form of the Qualified Use Certificate that’s attached to the resolution. We will send you a final, individualized Qualified Use Certificate a few weeks before the bond closing for execution.
- The Qualified Use Certificate states that the electricity that the Participant receives from the prepay will be used to serve retail customers located in the established service territory of its electric utility system.
 - If, during the term of the prepay, a Participant uses the electricity for a non-Qualified Use, it agrees that it will cooperate with UAMPS to remediate the non-Qualified Use through its other power purchases from UAMPS.
- The Participant must also confirm in the Qualified Use Certificate that the amount of its historic electricity sales to its retail customers equals or exceeds the amount of electricity attributable to its Entitlement Share under the Payson Power Sales Contract.

A RESOLUTION AUTHORIZING A TAX CERTIFICATE AND AGREEMENT
FOR UAMPS' PAYSON POWER PROJECT; AND RELATED MATTERS.

*** *** ***

WHEREAS, Hurricane City, Utah (the "*Participant*") is a member of Utah Associated Municipal Power Systems ("*UAMPS*") and is a Participant in the Payson Power Project (the "*Project*") under the Payson Power Project Power Sales Contract dated as of June 1, 2002, as supplemented (the "*Power Sales Contract*") between the Participant and UAMPS;*

WHEREAS, the Participant has been advised that UAMPS proposes to enter into a Commodity Supply Contract (the "*Supply Contract*") with Southeast Energy Authority, a Cooperative District ("*SEA*") to purchase a portion of the natural gas necessary for the operation of the Project at price that reflects a discount from the current contract price of natural gas for the Project being paid by UAMPS, and that the savings from such discount will be applied by UAMPS for the benefit of the Participant and the other Participants in the Project based on their respective Entitlement Shares;

WHEREAS, the Participant has been advised that SEA will issue bonds to finance a prepayment for the natural gas that it sells to UAMPS under the Supply Contract (the "*Prepay Bonds*") with the intention that the interest on the Prepay Bonds will qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended (the "*Code*"); and

WHEREAS, the Participant acknowledges that its use of the electricity it purchases from its Entitlement Share under the Power Sales Contract will be subject to certain restrictions that are necessary to establish and maintain the tax-exempt status of interest on the Prepay Bonds, and desires to adopt this resolution to authorize a Tax Certificate and Agreement that sets forth the Participant's agreement to comply with such restrictions;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HURRICANE CITY, UTAH, AS FOLLOWS:

Section 1. Approval of Tax Certificate and Agreement. The Tax Certificate and Agreement, in substantially the form attached hereto as *Exhibit A*, is hereby authorized and approved.

Section 2. Authorized Officers; Final Changes and Dating. The Participant's Representative and Alternate Representative to UAMPS (the "*Authorized Officers*") are each hereby authorized to execute and deliver the Tax Certificate and Agreement and to deliver the same to UAMPS on behalf of the Participant. Each of the Authorized Officers is hereby delegated

* Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Power Sales Contracts and the Tax Certificate and Agreement.

authority to approve such changes to the Tax Certificate and Agreement as are necessary to complete the form thereof, together with any minor or non-substantive changes, and his or her execution of the Tax Certificate and Agreement shall be conclusive evidence of such approval. The Authorized Officers shall deliver an executed and undated copy of the Tax Certificate and Agreement on or prior to the date requested by UAMPS, and UAMPS is hereby authorized to deliver the Tax Certificate and Agreement, dated the issue date of the Prepay Bonds, to SEA on behalf of the Participant.

Section 3. Other Actions With Respect to the Tax Certificate and Agreement. The Authorized Officers shall take all action necessary or reasonably required to carry out and give effect to the Tax Certificate and Agreement including adjusting the priority of the Participant's resources within the UAMPS Power Pool to ensure the Qualified Use of the electricity from the Participant's Entitlement Share in the Project.

Section 4. Severability. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 5. Effective Date. This resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the City Council of Hurricane City, Utah, this day,
_____.

HURRICANE CITY

By _____
Mayor

[SEAL]

ATTEST:

City Recorder

EXHIBIT A

TAX CERTIFICATE AND AGREEMENT

This Tax Certificate and Agreement is executed in connection with the Commodity Supply Contract (the “*Supply Contract*”) between Southeast Energy Authority, a Cooperative District (“*SEA*”) and Utah Associated Municipal Power Systems (“*UAMPS*”).

WHEREAS, _____ (the “*Participant*”) is a member of UAMPS and has entered into the Payson Power Project Power Sales Contract dated as of _____¹ (the “*Power Sales Contract*”) with UAMPS;

WHEREAS, the Participant understands that UAMPS has entered into the Supply Contract to obtain a supply of natural gas for use as fuel in the operation of the Payson Power Project, and that UAMPS will sell a portion of the electricity generated with such natural gas to the Participant in accordance with its Entitlement Share under (and as such term is defined in) the Power Sales Contract;

WHEREAS, the Participant further understands that SEA will issue bonds to finance a prepayment for the natural gas that it sells to UAMPS under the Supply Contract (the “*Prepay Bonds*”) with the intention that the interest on the Prepay Bonds will qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended (the “*Code*”); and

WHEREAS, the Participant acknowledges that its use of the electricity it purchases from its Entitlement Share under the Power Sales Contract is subject to certain restrictions that are necessary to establish and maintain the tax-exempt status of interest on the Prepay Bonds;

ACCORDINGLY AND IN FURTHERANCE OF THE FOREGOING, THE PARTICIPANT HEREBY CERTIFIES AND AGREES AS FOLLOWS:

1. The Participant is a political subdivision of the State of _____,² and owns and operates a municipal utility system that provides electricity service to retail customers located in an established service area (the “*System*”).

2. The Participant will (a) use all of the electricity it acquires from its Entitlement Share under the Power Sales Contract in a Qualified Use (as defined below), (b) not take any action (or make any allocation) that is inconsistent with the Qualified Use of such electricity, (c) not take or omit to take any action which could adversely affect the tax-exempt or tax-advantaged status of interest on the Prepay Bonds or any refunding bonds issued by SEA, (d) take, and pay the costs of, such remedial actions as may be necessary to maintain the tax-exempt or tax-advantaged status

¹ (a) “June 1, 2002” for Fairview, Monroe, Mt. Pleasant, Payson and Springville, (b) “June 1, 2002, as supplemented” for Ephraim, Hurricane, Hyrum, Kaysville, Lehi, Logan, Santa Clara, Spring City, SEDS and Washington, and (c) “December 1, 2009” for TDPUD.

² Utah for all Participants, except California for TDPUD.

of interest on the Prepay Bonds or any refunding bonds in the event of its failure to use such electricity in a Qualified Use, and (e) act in accordance with such reasonable written instructions as may be provided by SEA (through UAMPS) from time to time in order to maintain the tax exempt or tax-advantaged status of the Prepay Bonds.

3. “*Qualified Use*” means the sale of electricity to retail customers located within the “electricity service area” of a municipal utility pursuant to generally applicable and uniformly applied rate schedules or tariffs; *provided* that: (a) “Qualified Use” shall not include any sale of electricity that gives rise to “private business use” or a “private loan” within the meaning of Section 141 of the Code; and (b) “Qualified Use” shall include such additional uses of electricity as may be approved by SEA (through UAMPS) with a favorable opinion of bond counsel. For purposes of this definition: (i) “electricity service area” has the meaning assigned to such term in U.S. Treasury Regulation Section 1.148-1(e)(2)(iii); and (ii) a “municipal utility” is a state or local government unit that owns and operates an electric distribution utility.

4. In each of the five calendar years preceding 2024, the amount of electricity sold to retail customers in the Participant’s electricity service area has equaled or exceeded the amount of electricity attributable to its Entitlement Share under the Power Sales Contract (excluding the amount of electricity that the Participant was obligated to take under a long term agreement that was either (i) purchased pursuant to a long term prepaid agreement using the proceeds of tax-exempt or tax-advantaged obligations, or (ii) generated from gas that a person is obligated to take under a long term agreement that was purchased pursuant to a long term prepaid agreement using the proceeds of tax-exempt or tax-advantaged obligations), and it anticipates this to be the case in 2024.

5. References to the “Bonds” in Section 17(c) [Sale or Assignment of Electric System or Power Sales Contract] and Section 17(f) [Tax Status] of the Power Sales Contract shall be deemed to include the Prepay Bonds at all times while the Supply Contract is in effect.

6. The Participant expects to make the required payments under the Power Sales Contract solely from the current revenues of the System.

Dated: _____, 2024.

[NAME OF PARTICIPANT]

By: _____
[Name]
[Title]



STAFF COMMENTS

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

Discussion:

Hurricane City Code 3-2-5 requires an annual review of all liquor licenses to be approved by the Council. This review includes written approval from the police department and a background check on the principal owner or the person who controls the daily operation of the business.

A background check has been completed for each business and training has been verified for all clerks. A summary letter is attached that lists each license holder with the type of liquor license they hold and the number of employees they have. If employee training cannot be found, it is listed in this summary. If training cannot be verified, it has been procedure to issue the license and give the business thirty days to provide proof of training for that employee. There are no concerns with staff or the police department about renewing all the liquor licenses.

Findings:

Recommendation:

Attachments:

1. 2023 report for City Council
2. 2023 Alcohol Renewal Letter

Mayor
Nanette Billings

City Manager
Kaden C. DeMille



City Council
Joseph Prete
David Sanders
David Hirschi
Kevin Thomas
Doug Heideman

November 28, 2023

Employee training for alcohol sales.

7-Eleven #53614

Off-Premises Beer License: 19 of 19 employees verified.

Chevron

Off-Premises Beer License: 2 of 3 employees verified. Sam Bia, new hire.

Copper Rock Golf Course

Limited Restaurant License: 12 of 13 employees verified. Richard Jensen not found.

Coral Canyon Market

Off-Premises Beer License: 8 of 8 employees verified.

Coral Canyon Texaco

Off-Premises Beer License: 3 of 3 employees verified.

Ernie's Too

Off-Premises Beer License: 10 of 10 employees verified.

La Fonda's

Off-Premises Beer License: 4 of 5 employees verified. Keneb Garcia not found.

Las Lupitas Mexican Restaurant

Restaurant Beer Only License: 8 of 9 employees verified. Monica Villareal not found.

Lin's Market Place

Off-Premises Beer License: 16 of 16 employees verified.

Lonny Boy's Barbecue

Restaurant Beer Only License: 4 of 4 employees verified.

Maverik #402

Off-Premises Beer License: 18 of 20 employees verified. Mike Estopellan and Kateland Harrington not found.



Maverik #594

Off-Premises Beer License: 13 of 15 employees verified. Vanessa Gutierrez expired 7/31/23, Patricia Thompson expired 7/21/2020

Mazatlan

Full-Service Liquor License: 6 of 6 employees verified.

Mountain Mike's Pizza

Limited Restaurant Liquor License: 2 of 3 employees verified. Michael Colby expired 06/19/2016

Pig's Ear American Bistro

Full-Service Liquor License: 11 of 11 employees verified.

Gas Stop

Off-Premises Beer License: 5 of 5 employees verified.

Sky Mountain Golf Course

On-Premises Beer License: 5 of 5 employees verified.

The Grille at Sand Hollow Resort

Full-Service Liquor License: 18 of 18 employees verified.

The Golf Course at Sand Hollow Resort

On-Premises Beer License: 18 of 18 employees verified.

Triple TJ's Café

Limited Restaurant License: 4 of 4 employees verified.

Venture Fuel

Off-Premises Beer License: 5 of 5 employees verified.

Walgreens #11673

Off-Premises Beer License: 18 of 18 employees verified.

Walmart #4678

Off-Premises Beer License: 70 of 70 employees verified.



Mayor
Nanette Billings

December 1st,

City Manager
Kaden C. DeMille

Chief of Police
Lynn L. Excell

Mayor



HURRICANE CITY
Police
UTAH

City Council

Joseph Prete
David Sanders
David Hirschi
Kevin Thomas
Doug Heideman

2023

Billings,
Hurricane City Council

Re: Annual Renewal of Alcohol

Licenses

I have reviewed the list of Alcohol Licenses that are currently up for renewal with Hurricane City. In checking records at the Police Department and speaking with Detectives and School Resource Officers that conduct the quarterly EASY Law underage alcohol checks, we support Hurricane City in renewing all of the current licenses scheduled for renewal.

Hurricane City Police Department will continue to conduct the quarterly EASY Law Underage Decoy check with businesses that are licensed, and we also assist LaVerkin Police with the Underage Decoy Buys in their community also to do all we can to keep alcohol out of the hands of underaged youth.

If you have any questions, please feel free to contact me or my administration.

Lynn L. Excell, Chief of Police





STAFF COMMENTS

Consideration and possible **approval of the 2024 Annual Meeting schedule**

Discussion:

Utah Code Section 52-4-202-2a states a public body which holds regular meetings that are scheduled in advance over the course of a year shall give public notice at least once each year of its annual meeting schedule as provided in this section.

This notice satisfies this requirement for all boards that hold regular meetings.

Findings:

Recommendation:

Attachments:

1. 2024 Hurricane City Annual Meeting Notice

2024 Hurricane City Annual Meeting Notice

The **City Council** is scheduled to meet on the following dates:

January 4 & 18, February 1 & 15, March 7 & 21, April 4 & 18, May 2 & 16, June 6 & 20, July 18, August 1 & 15, September 5 & 19, October 3 & 17, November 7 & 21, and December 5 & 19. Meetings are held at 5:00 p.m. at 147 North 870 West.

The **Planning Commission** is scheduled to meet on the following dates:

January 11 & 25, February 8 & 22, March 14 & 28, April 11 & 25, May 9 & 23, June 13 & 27, July 11 & 25, August 8 & 22, September 12 & 26, October 10 & 24, November 14, and December 12. Meetings are held at 5:00 p.m. at 147 North 870 West.

The **Power Board** is scheduled to meet on the following dates:

January 3, February 7, March 6, April 3, May 1, June 5, July 3, August 7, September 4, October 2 and November 6 and December 4. Meetings are held at 3:00 p.m. at 526 West 600 North.

The **Water Board** meetings are scheduled for the following dates:

January 30, February 27, March 26, April 30, May 28, June 25, July 30, August 27, September 24, October 29 and November 26 and December 31. Meetings are held at 6:00 p.m. at 646 West 600 North.

The **Airport Board** meetings are scheduled for the following dates:

January 16, February 20, March 19, April 16, May 21, June 18, July 16, August 20, September 17, October 15, November 19, and December 17. Meetings are held at 9:00 a.m. at 147 North 870 West.

*All meetings are open to the public. Agendas are posted on the city website: cityofhurricane.com and on the Utah Public Notice website: pmn.utah.gov
Any meeting schedule changes will be posted at these same sites.*



STAFF COMMENTS

Discussion regarding the **expansion of Sky Mountain Golf Course facilities**

Discussion:

For a few years now, we have recognized the need to remodel and complete various improvements to our Sky Mountain Golf Course pro shop and grill. Further discussion regarding the future of the facilities has generated the idea of expanding the facilities in addition to remodeling. This expansion would be more specific to the grill area and providing a covered new common area, dining and lounge which would not only further showcase the beauty of Sky Mountain but to also provide additional services for guests.

Recently a graduate student, as part of her final project, provided an additional option and layout which suggests a complete tear down and start over for the pro shop and grill.

It is safe to say that our facilities are in need of remodeling and improvements, the reason why this is coming before the council is to provide an update to the council and seek guidance as to what direction the city would like to take with the future of the Sky Mountain Golf Course.

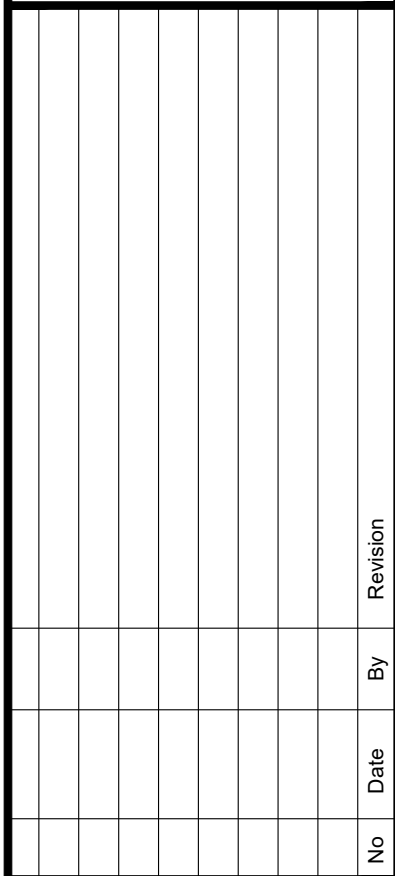
Included in the packet the council will find two renderings, one with a remodel concept in mind and the other, a full and complete tear down and rebuild of the existing structures and facility.

Findings:

Recommendation:

Attachments:

1. Base Plans - Pro Shop addition 2010-DIM PLAN
2. FINAL CONSTRUCTION DOCUMENTS
3. FINAL SITE PLAN



Hurricane, Utah 84737

Phone (435) 635-2811 / Fax (435) 635-4284

DATE: APRIL 2020
DRAWN: MDL
APPROVED: AOL
SCALE: 1'=3/16"
JOB NO. #1

SKY MTN. CLUB HOUSE - ADDITION
CITY OF HURRICANE, UTAH

SHEET 1 OF 1 SHEETS

COVER SHEET

NOTES

Project number SM-23

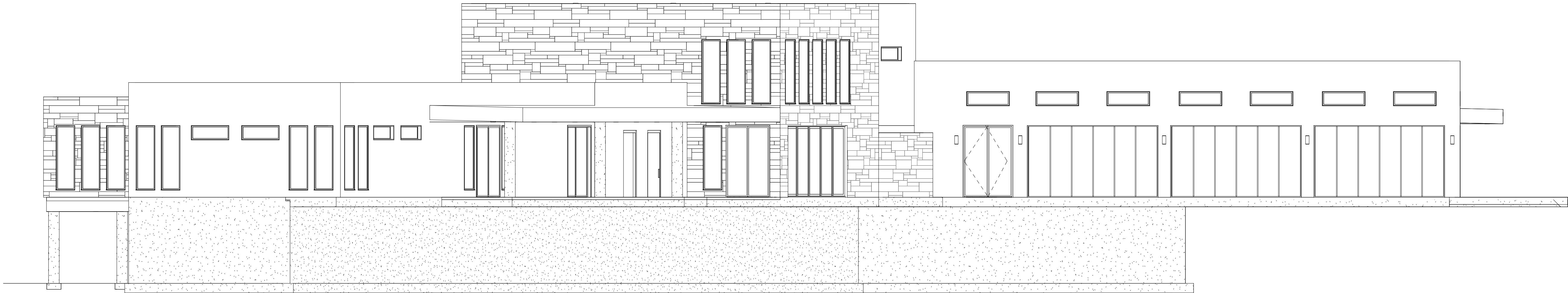
Date 8/30/23

Drawn by KELSEY RANSON

.C100

Scale 1/8" = 1'-0"

8/30/2023 1:19:12 PM



① Cover
1/8" = 1'-0"

SKY MOUNTAIN GOLF COURSE CLUBHOUSE REMODEL

Sheet List	
Sheet Name	Sheet Number
COVER SHEET	.C100
SITE PLAN	A100
MAIN FLOOR PLAN	A101
BASEMENT FLOOR PLAN	A102
UPPER FLOOR PLAN	A103
ELEVATIONS I	A201
ELEVATIONS II	A202
ROOF PLAN	A203
BUILDING SECTIONS	A301
DETAILS/ WALL TYPES	A302
DOOR AND WINDOW SCHEDULE	A601
BASEMENT REFLECTED CEILING PLAN	A801
MAIN & UPPER LEVEL REFLECTED CEILING PLAN	A802
BASEMENT FOUNDATION PLAN	S101
MAIN LEVEL FLOOR FRAMING PLAN	S102
UPPER FLOOR FRAMING PLAN	S103
ROOF FRAMING PLANS	S104

MAIN FLOOR PLAN

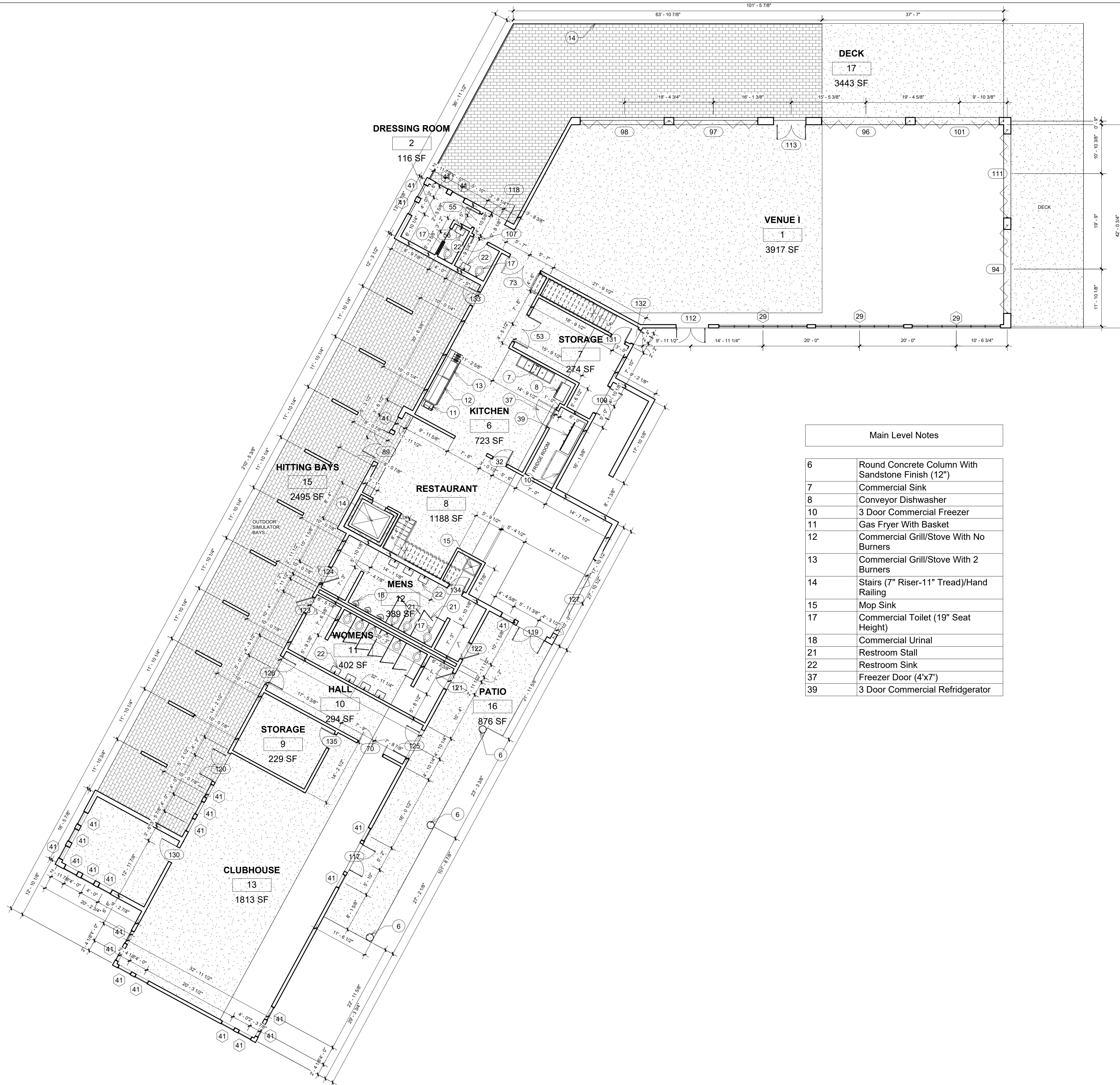
NOTES

Project number SM-23
Date 8/30/23
Drawn by KELSEY RANSON

A101

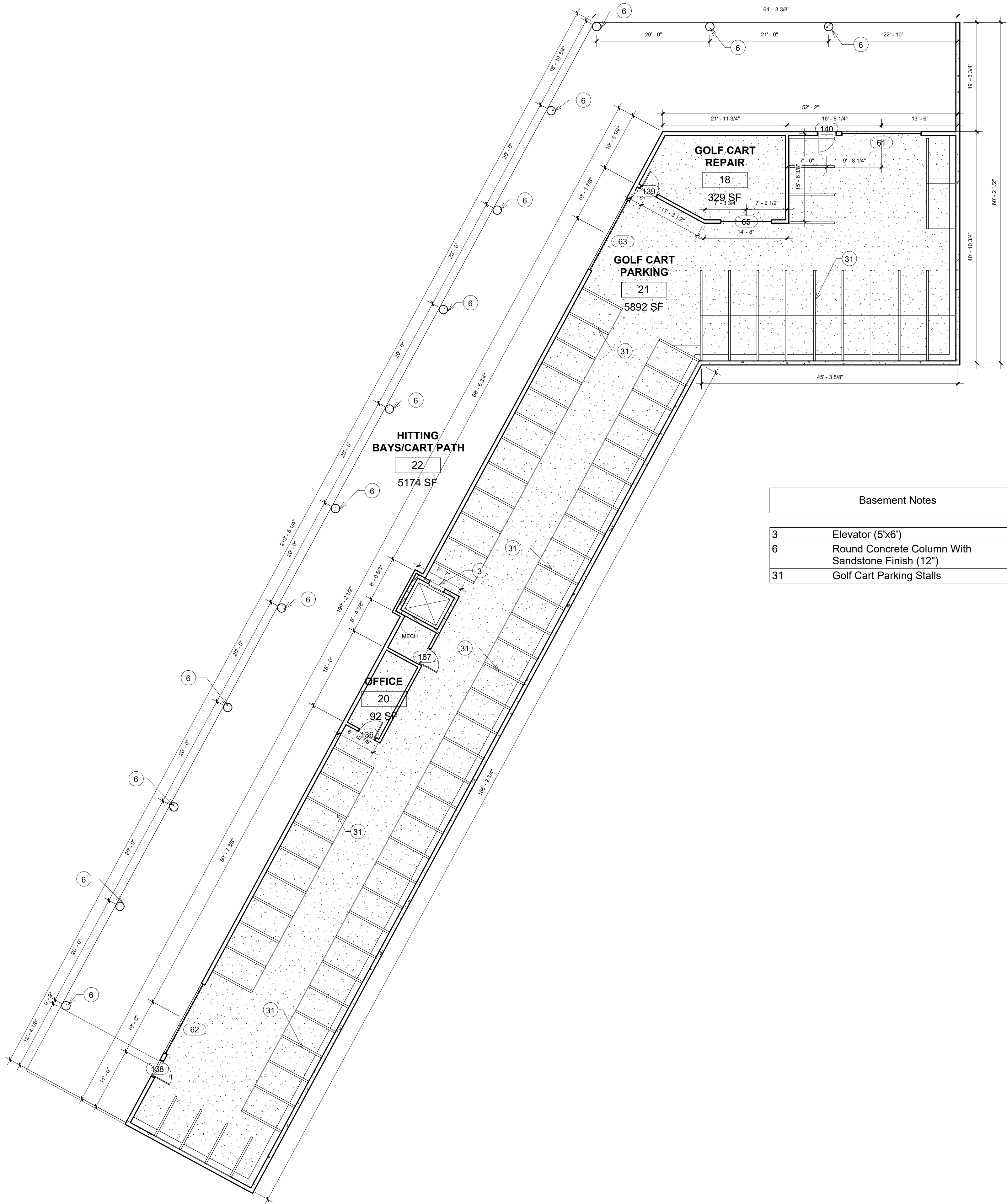
Scale 3/32" = 1'-0"

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Main Level Notes

6	Round Concrete Column With Sandstone Finish (12")
7	Commercial Sink
8	Conveyor Dishwasher
10	3 Door Commercial Freezer
11	Gas Fryer With Basket
12	Commercial Grill/Stove With No Burners
13	Commercial Grill/Stove With 2 Burners
14	Stairs (7" Riser-11" Tread)/Hand Railing
15	Mop Sink
17	Commercial Toilet (19" Seat Height)
18	Commercial Urinal
21	Restroom Stall
22	Restroom Sink
37	Freezer Door (4'x7')
39	3 Door Commercial Refridgator



Basement Notes	
3	Elevator (5'x6')
6	Round Concrete Column With Sandstone Finish (12")
31	Golf Cart Parking Stalls

1 BASEMENT
3/32" = 1'-0"



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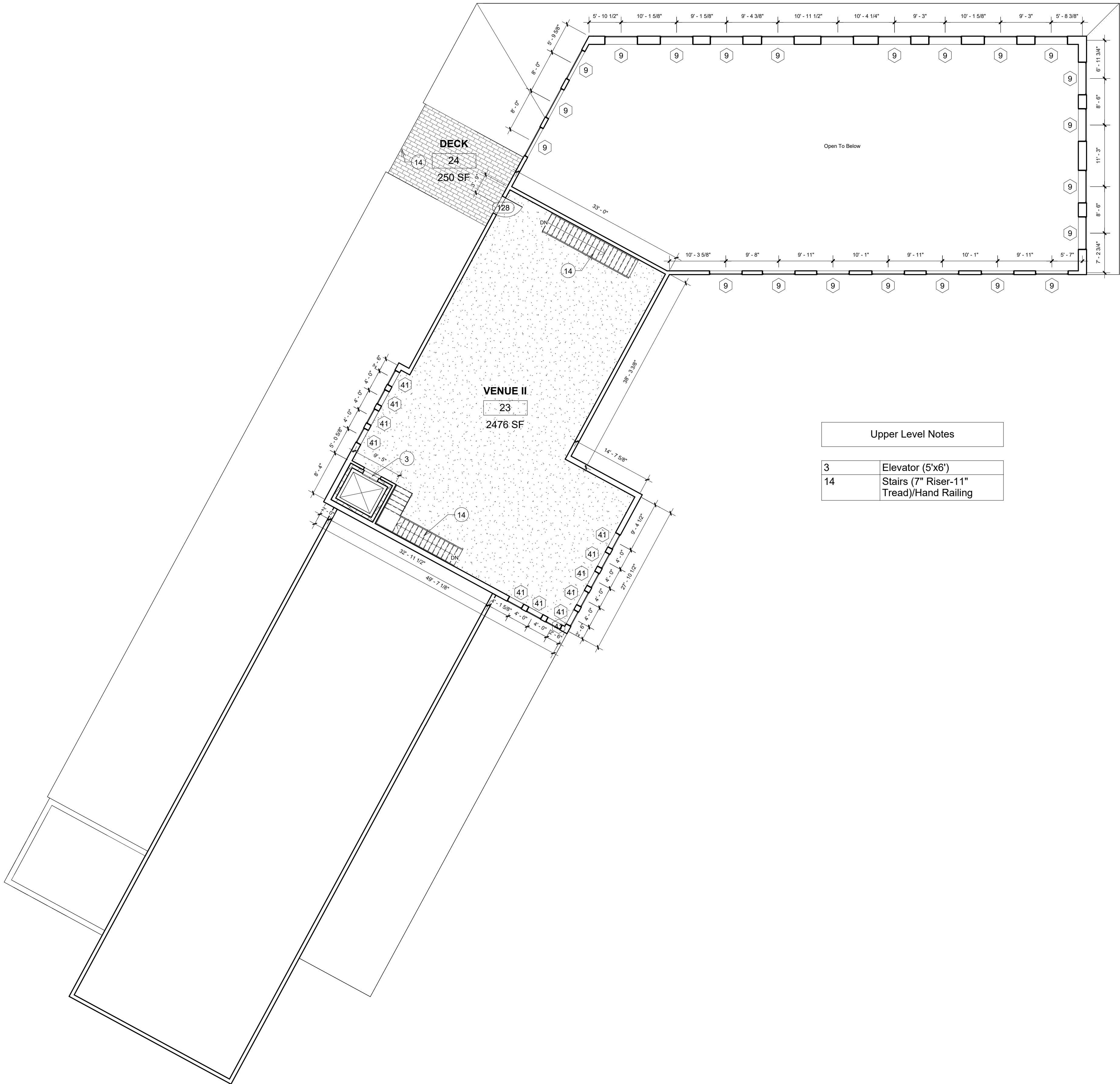
BASEMENT FLOOR PLAN

NOTES

Project number	SM-23
Date	8/30/23
Drawn by	KELSEY RANSON

A102

Scale	3/32" = 1'-0"
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Upper Level Notes	
3	Elevator (5'x6')
14	Stairs (7" Riser-11" Tread)/Hand Railing

1 UPPER LEVEL
3/32" = 1'-0"

UPPER FLOOR PLAN

NOTES

Project number	SM-23
Date	8/30/23
Drawn by	KELSEY RANSON

A103

Scale	3/32" = 1'-0"
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ELEVATIONS I

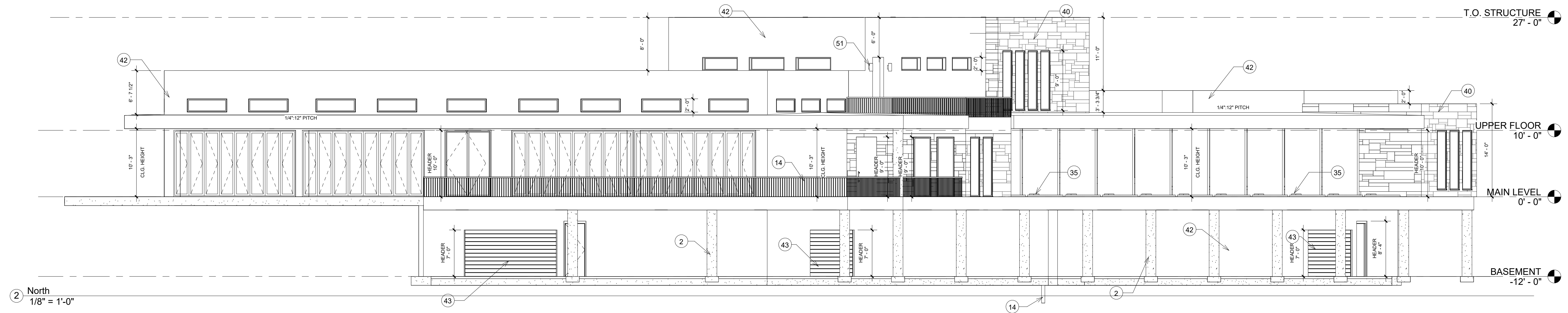
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Project number	SM-23
Date	8/30/23
Drawn by	KELSEY RANSON

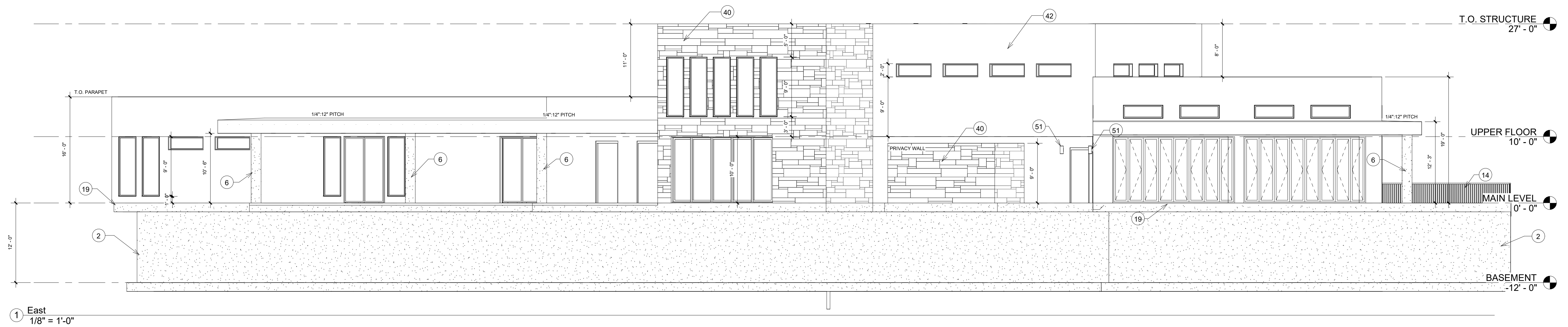
A201

Scale $1/8" = 1'-0"$

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ELEVATIONS NOTES	
2	Retaining Wall 8.5"-Concrete
6	Round Concrete Column With Sandstone Finish (12")
14	Stairs (7" Riser-11" Tread)/Hand Railing
19	4" Concrete Slab
35	Hitting Mat/ Simulator
40	Sandstone Stone Veneer Siding
42	Terra Cotta Colored Stucco (1/2")
43	Garage Door (See Floorplan)
51	Tube Light



ELEVATIONS II

NOTES

ELEVATIONS II NOTES	
2	Retaining Wall 8.5"-Concrete
6	Round Concrete Column With Sandstone Finish (12")
14	Stairs (7" Riser-11" Tread)/Hand Railing
33	Couch
34	TV
35	Hitting Mat/ Simulator
40	Sandstone Stone Veneer Siding
42	Terra Cotta Colored Stucco (1/2")
43	Garage Door (See Floorplan)
51	Tube Light

① South
1/8" = 1'-0"

② West
1/8" = 1'-0"

Project number SM-23

Date 8/30/23

Drawn by KELSEY RANSON

A202

Scale $1/8" = 1'-0"$

ROOF PLAN

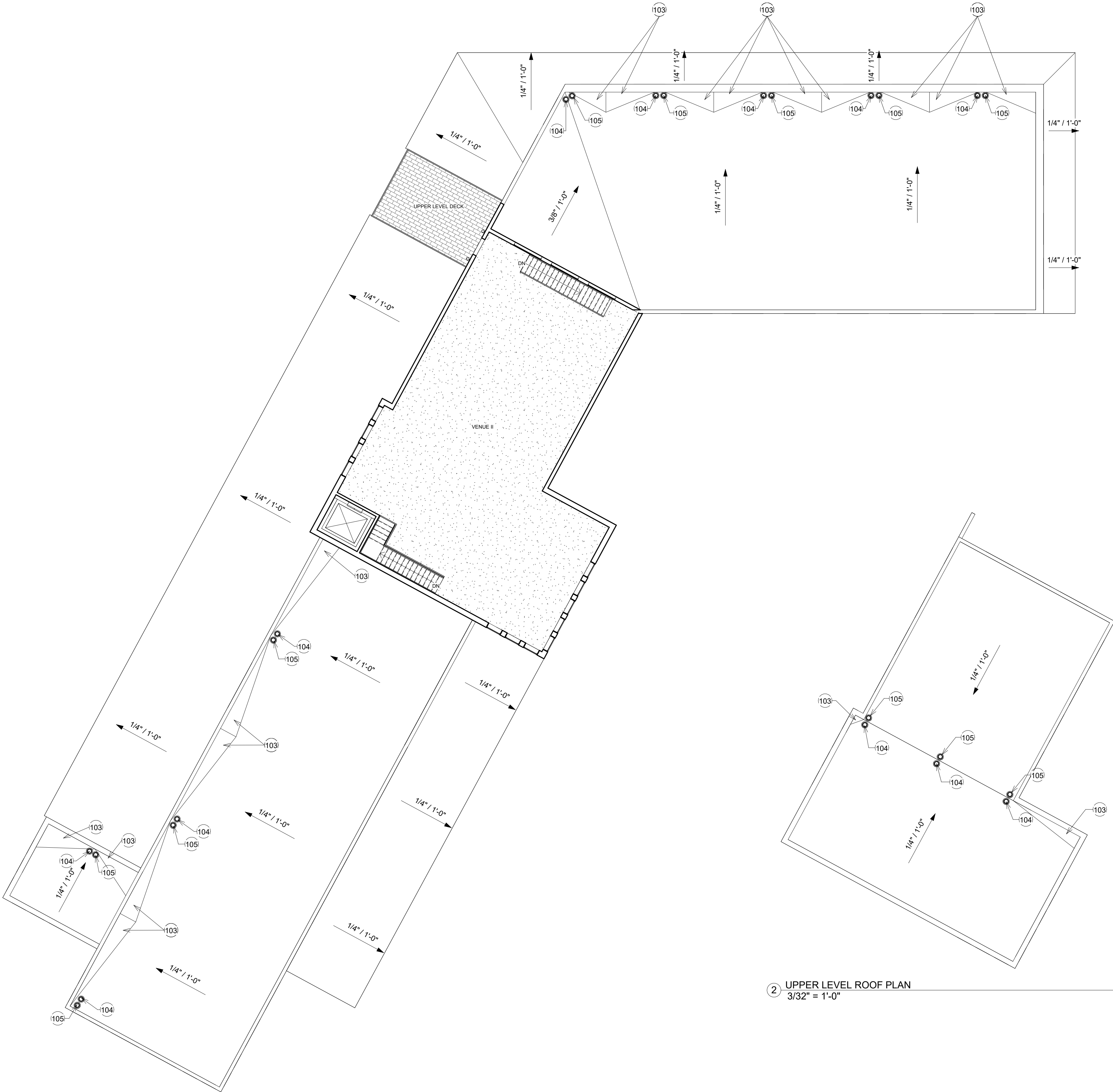
NOTES

Project number	SM-23
Date	8/30/23
Drawn by	KELSEY RANSON

A203

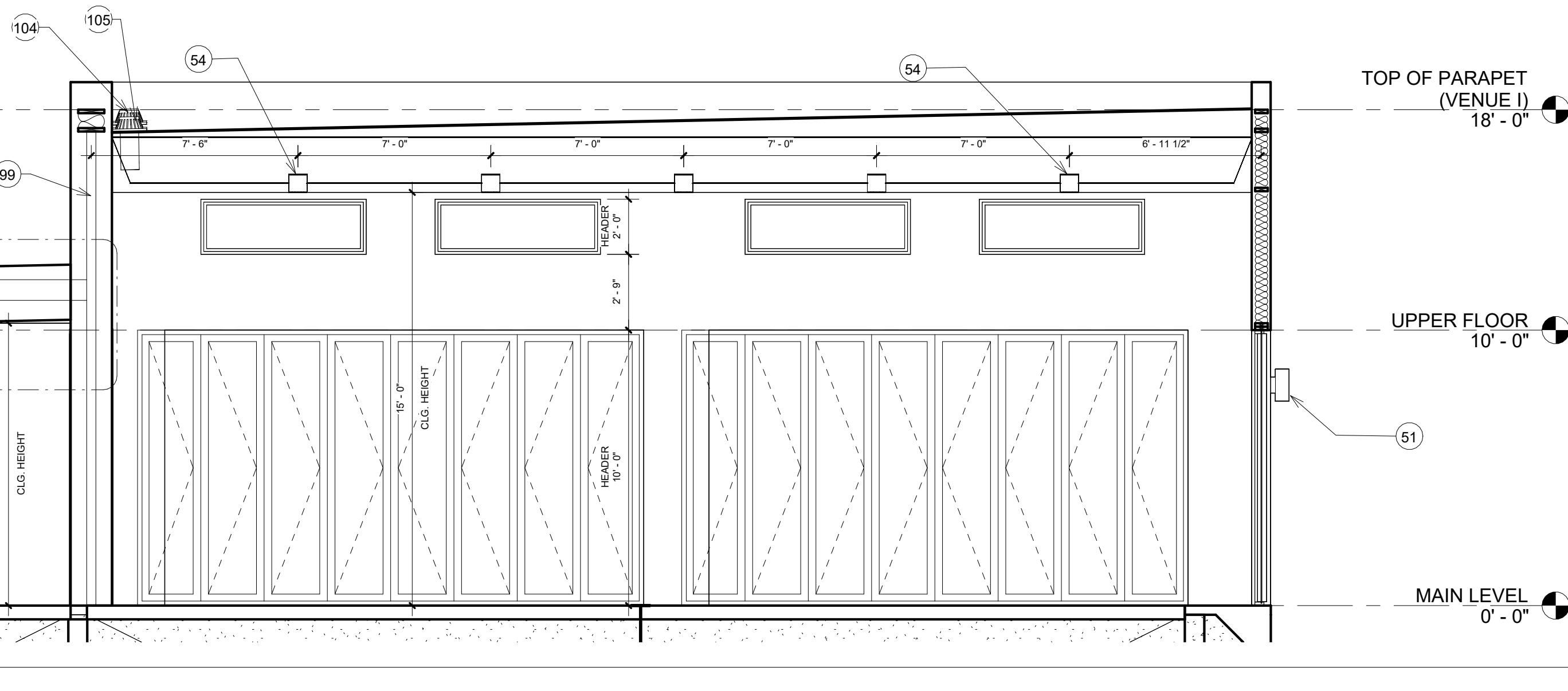
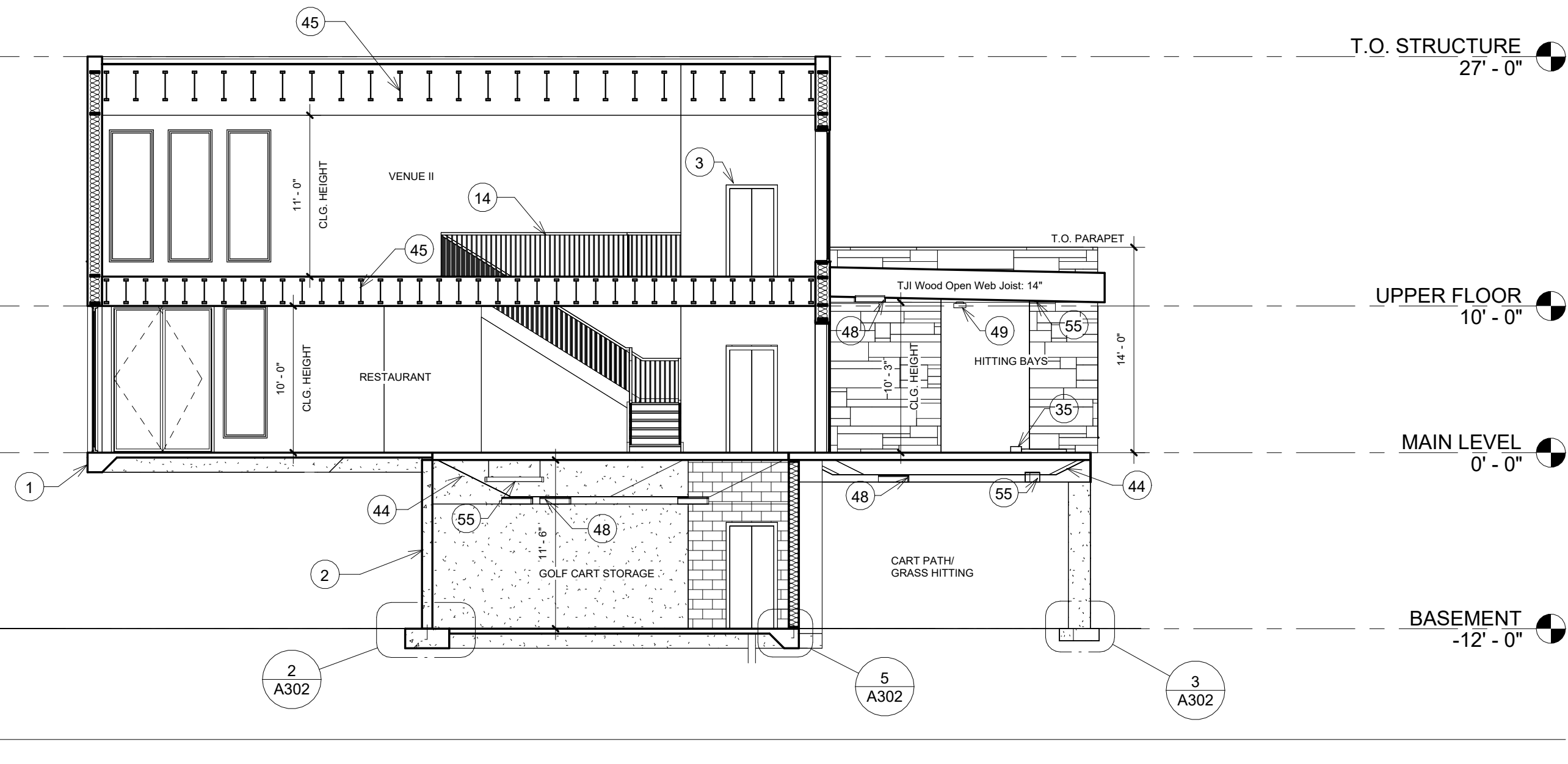
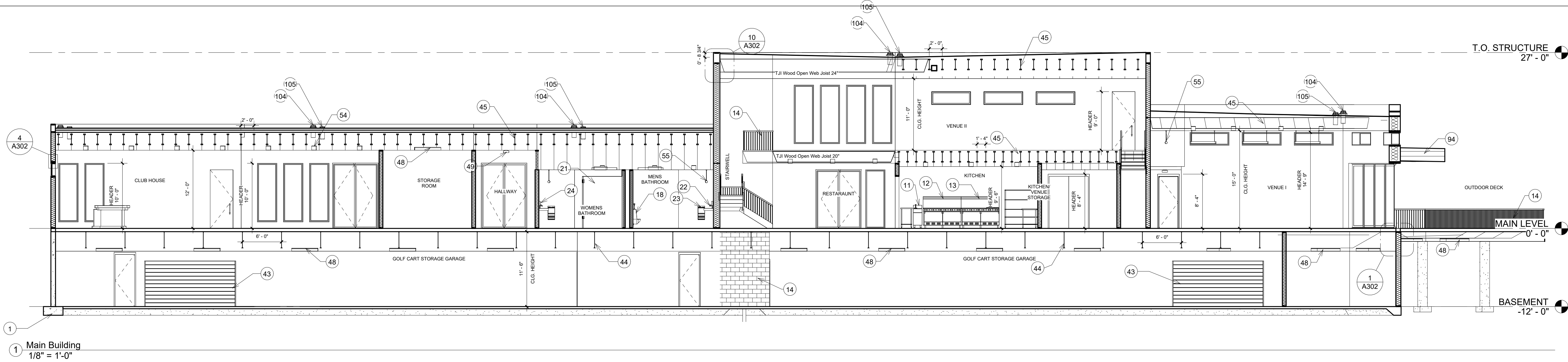
Scale	3/32" = 1'-0"
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ROOF PLAN NOTES	
103	Provide Cricket
104	Roof Drain (Primary)
105	Roof Drain (Secondary)

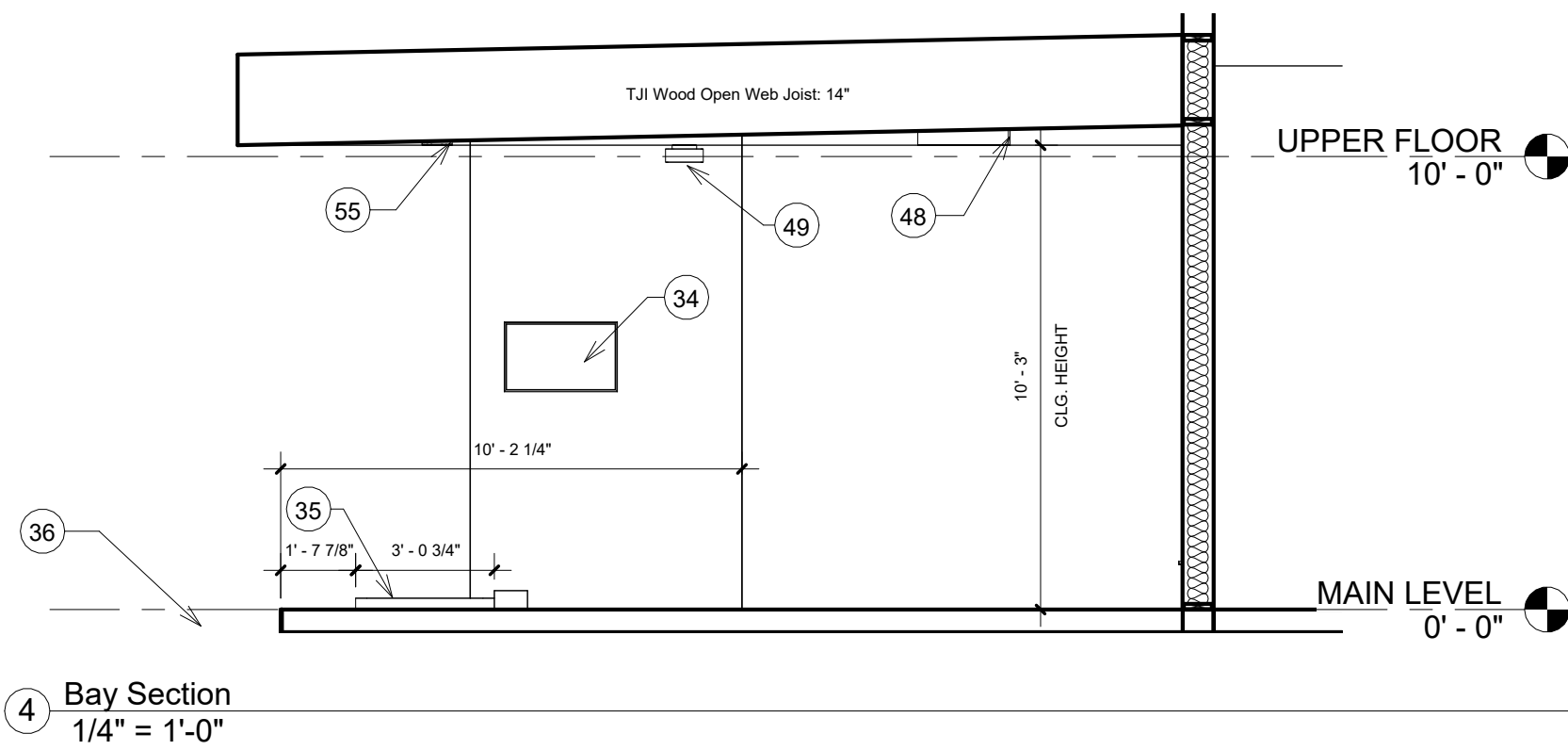


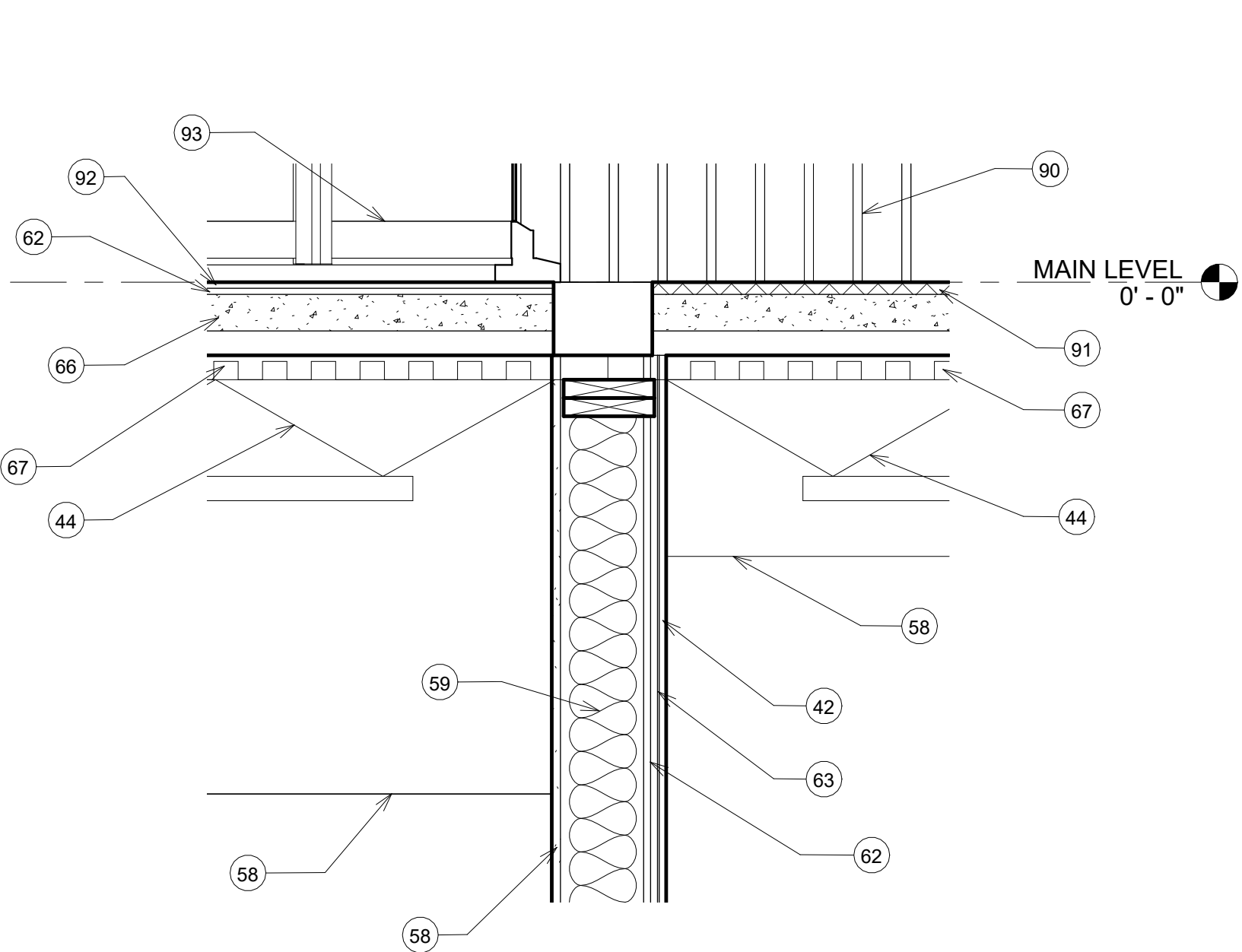
1 MAIN LEVEL ROOF PLAN
3/32" = 1'-0"

2 UPPER LEVEL ROOF PLAN
3/32" = 1'-0"

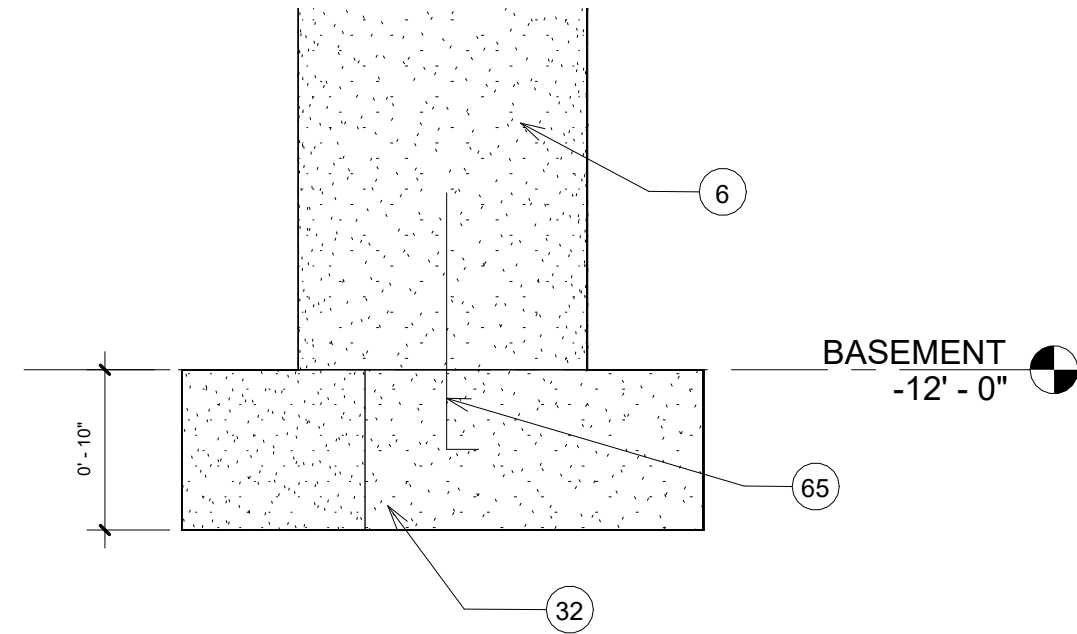


SECTIONS NOTES	
1	Retaining Wall Footing (36"x12")
2	Retaining Wall 8.5"-Concrete
3	Elevator (5'x6')
11	Gas Fryer With Basket
12	Commercial Grill/Stove With No Burners
13	Commercial Grill/Stove With 2 Burners
14	Stairs (7" Riser-11" Tread)/Hand Railing
18	Commercial Urinal
21	Restroom Stall
22	Restroom Sink
23	Restroom Hand Dryer
24	Soap Dispenser
34	TV
35	Hitting Mat/ Simulator
36	Net
43	Garage Door (See Floorplan)
44	K-Series Bar Joist-Angle Web 12k1 (See Floor Plan For Length)
45	TJL Wood Open Web Joist 20" (See Floor Plan For Length)
48	Troffer Light 2'x4'-120V
49	Ceiling Light- Flat Round 60W-120V
51	Tube Light
54	8" Recessed Can Light
55	Pendant Light - 48"
94	2x6 Steel Joist
99	Steel Tube in Wall
104	Roof Drain (Primary)
105	Roof Drain (Secondary)

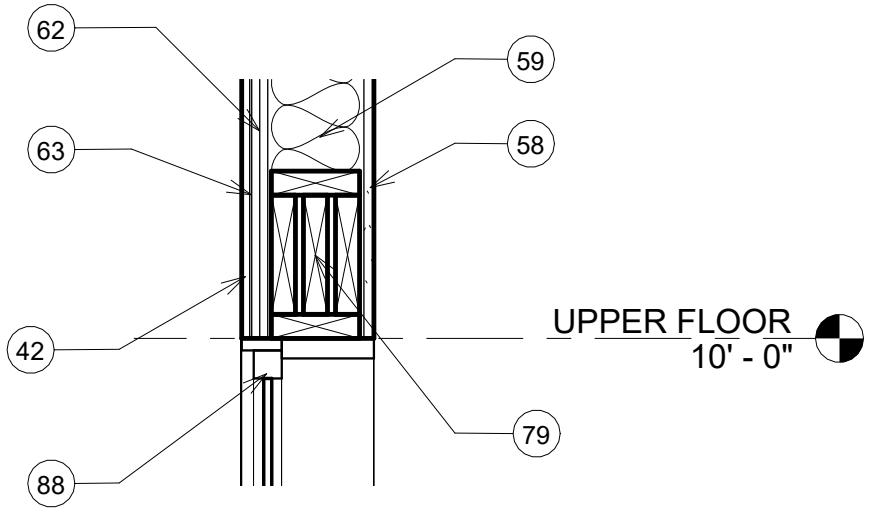




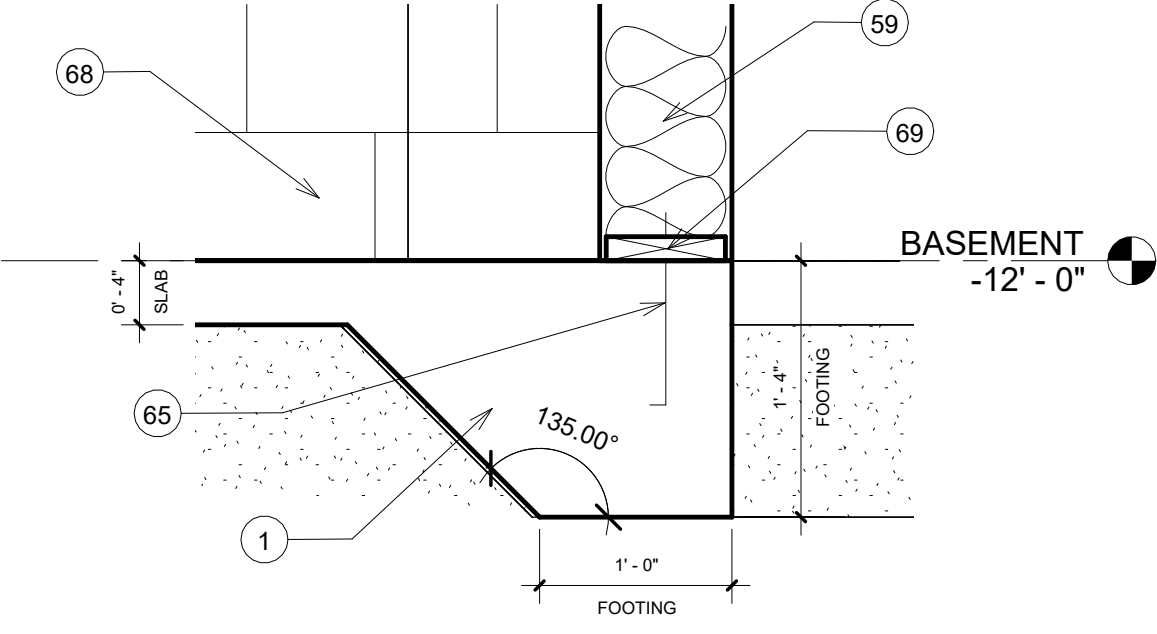
1 Deck/ Interior Floor Connection
1" = 1'-0"



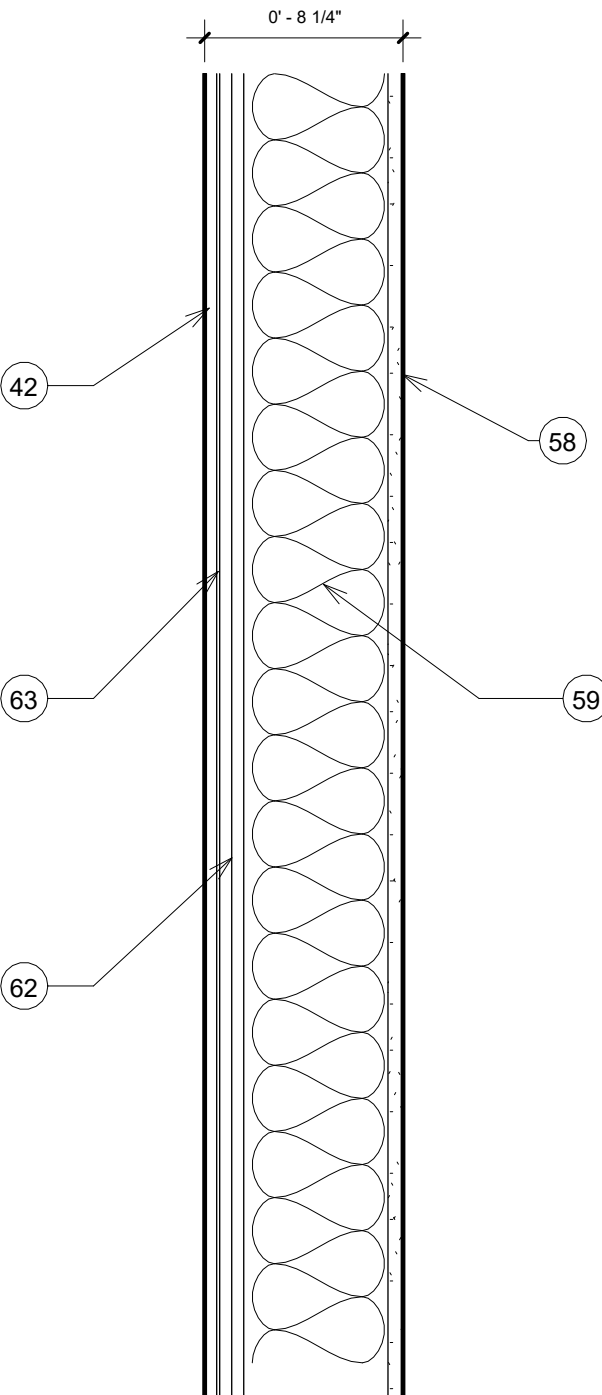
3 Column Footing
1" = 1'-0"



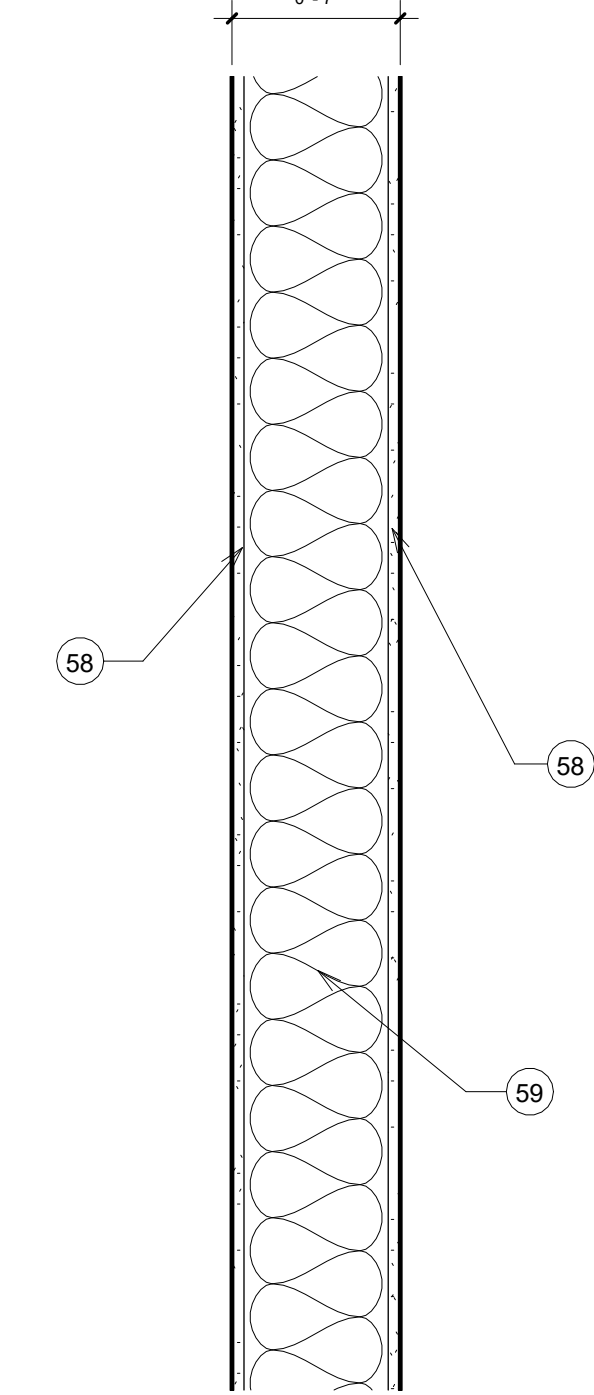
4 Window Header Detail
1" = 1'-0"



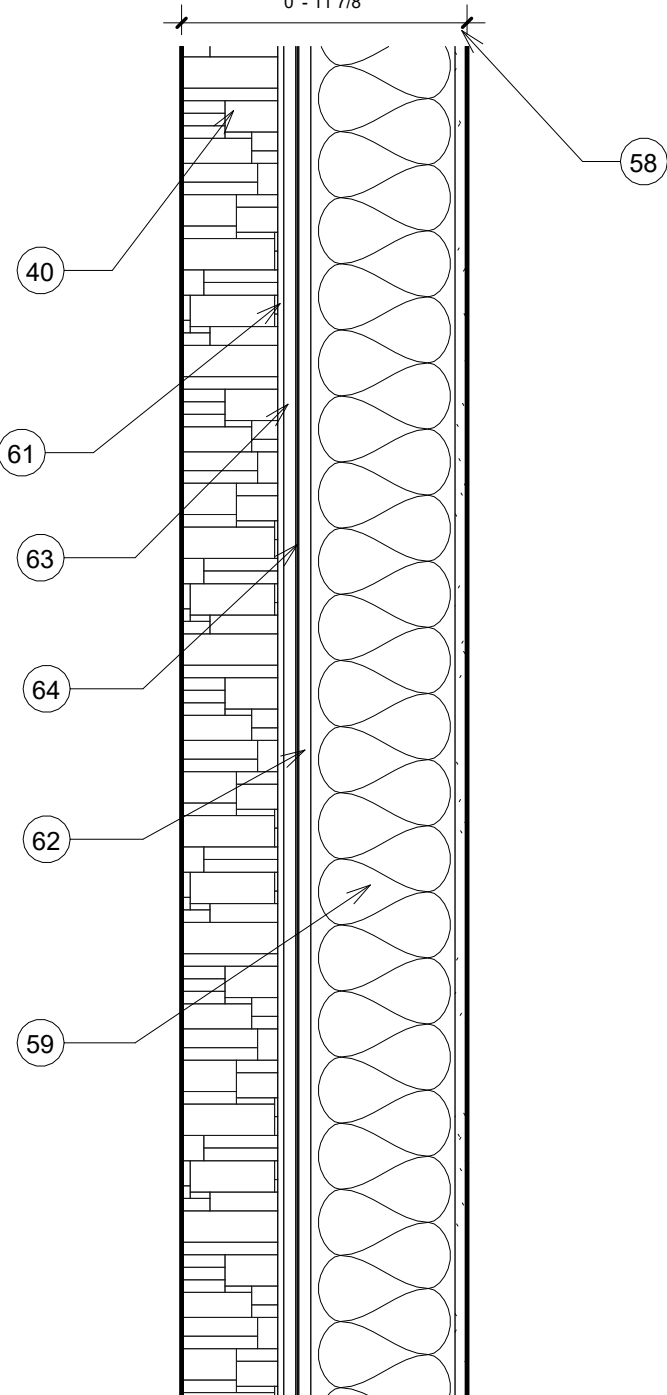
5 Exterior Wall Footing
1" = 1'-0"



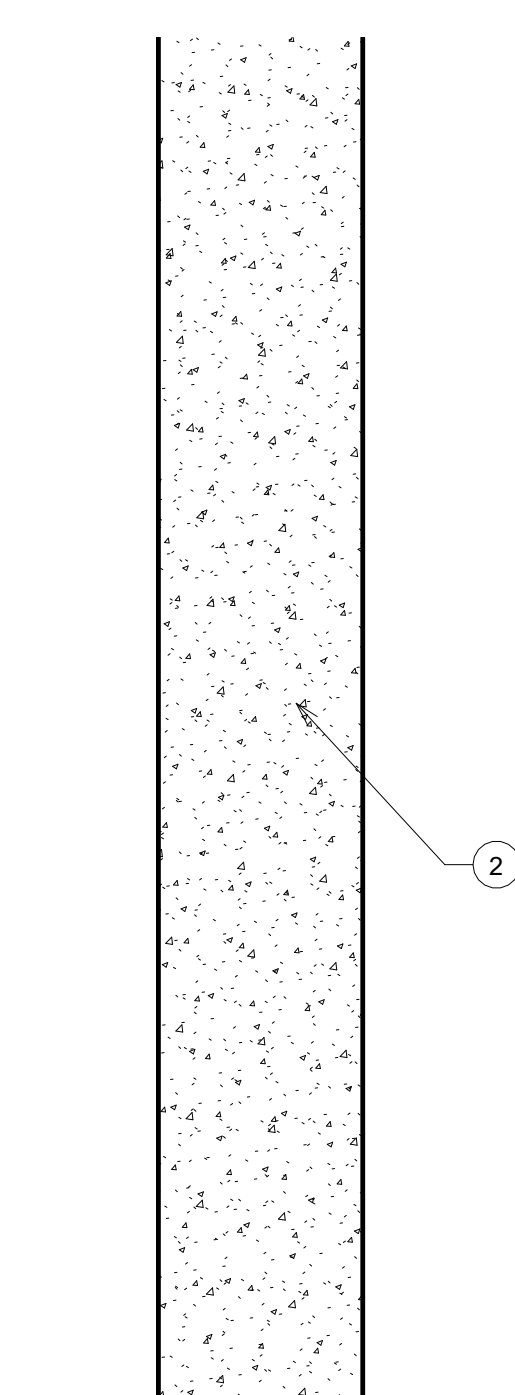
6 Exterior Wall Type
1 1/2" = 1'-0"



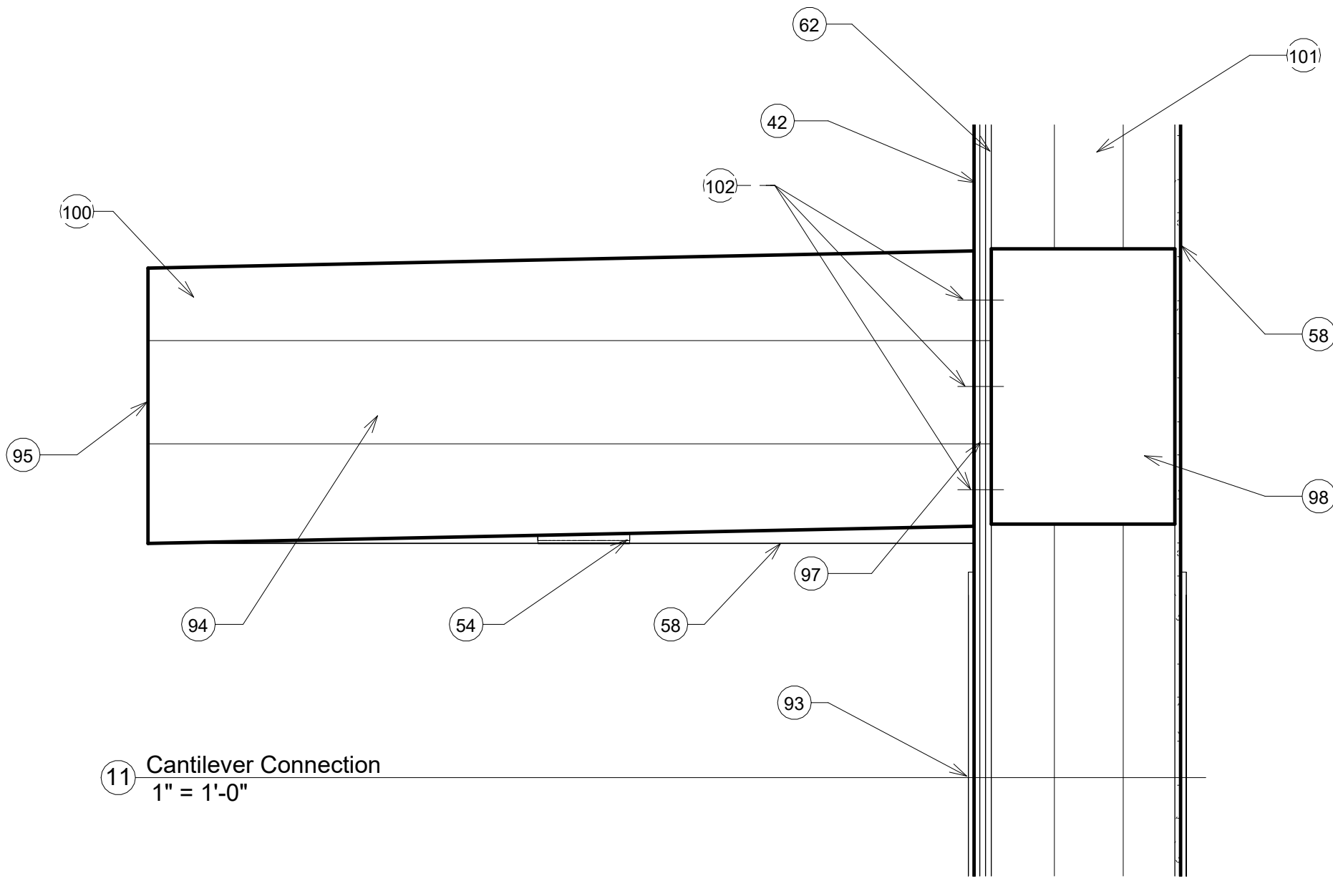
7 Interior Wall Type
1 1/2" = 1'-0"



8 Exterior Stone Wall Type
1 1/2" = 1'-0"

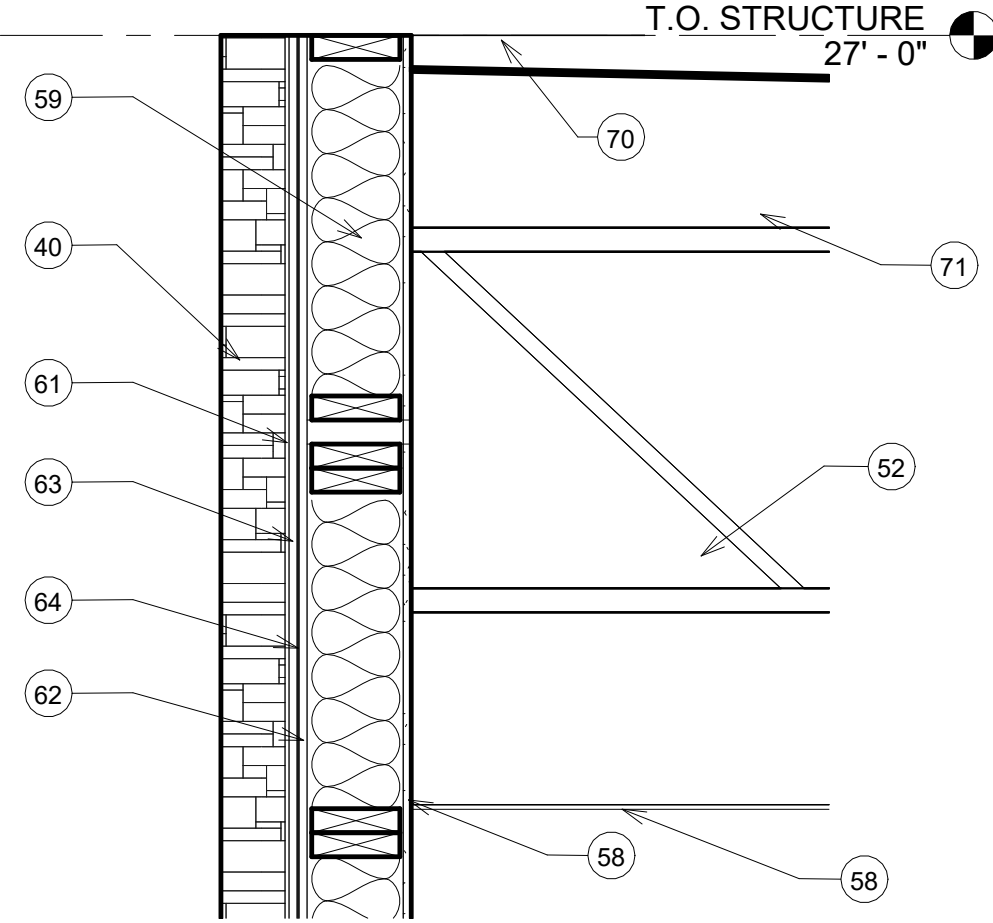


9 Retaining Wall Type
1 1/2" = 1'-0"

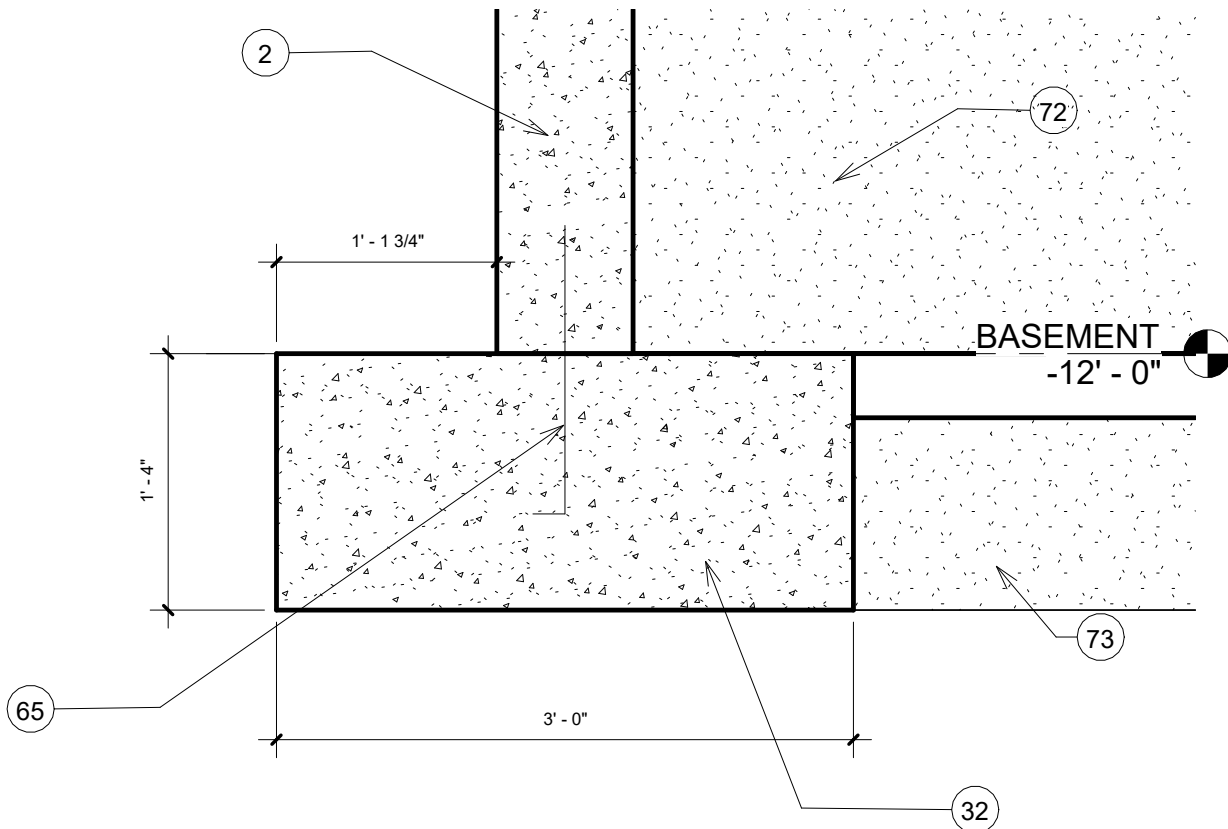


11 Cantilever Connection
1" = 1'-0"

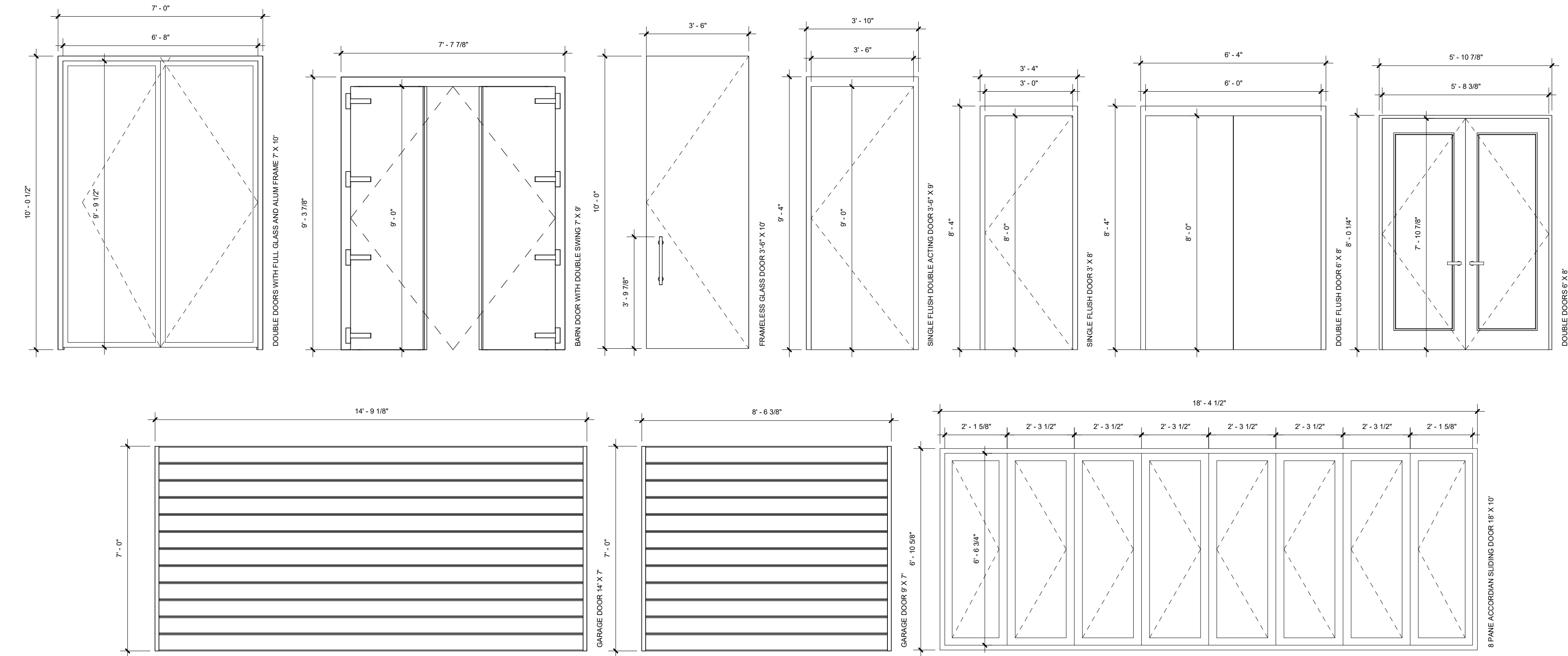
DETAIL NOTES	
1	Retaining Wall Footing (36"x12")
2	Retaining Wall 8.5"-Concrete
6	Round Concrete Column With Sandstone Finish (12")
32	24"x24"x10" Pile Cap Footing
40	Sandstone Stone Veneer Siding
42	Terra Cotta Colored Stucco (1/2")
44	K-Series Bar Joist-Angle Web 12k1 (See Floor Plan For Length)
52	TJL Wood Open Web Joist 14" (See Floor Plan For Length)
54	8" Recessed Can Light
58	5/8" GYP Board
59	Wall Insulation
61	Mortar Scratch Coat (1/2")
62	(2) Plywood Sheathing (1/2")
63	Mortar Setting Bed (1/4")
64	Vapor Retarder (1/8")
65	J Hook
66	Concrete Floor
67	2" Metal Deck
68	Elevator Masonry Wall
69	2x6 Footer
70	Distant Parapet52
71	Roof Insulation
72	Distant Retaining Wall
73	Distant Footing
79	Header
88	Alum. Window Fram & Glass As Per MFG.
90	Deck Railing
91	1" Masonry Tile
92	Carpet (1/2")
93	Bifold Doors
94	2x6 Steel Joist
95	2' Alum. Fascia
97	6"x8"x1/4" Back Plate Welded to Beams
98	16"x24" Structural Steel by Others For Canopy Connection
100	Roofing Material
101	6"x6" Steel Tube
102	(3) 3/8"x4" Thread Cutting Screws



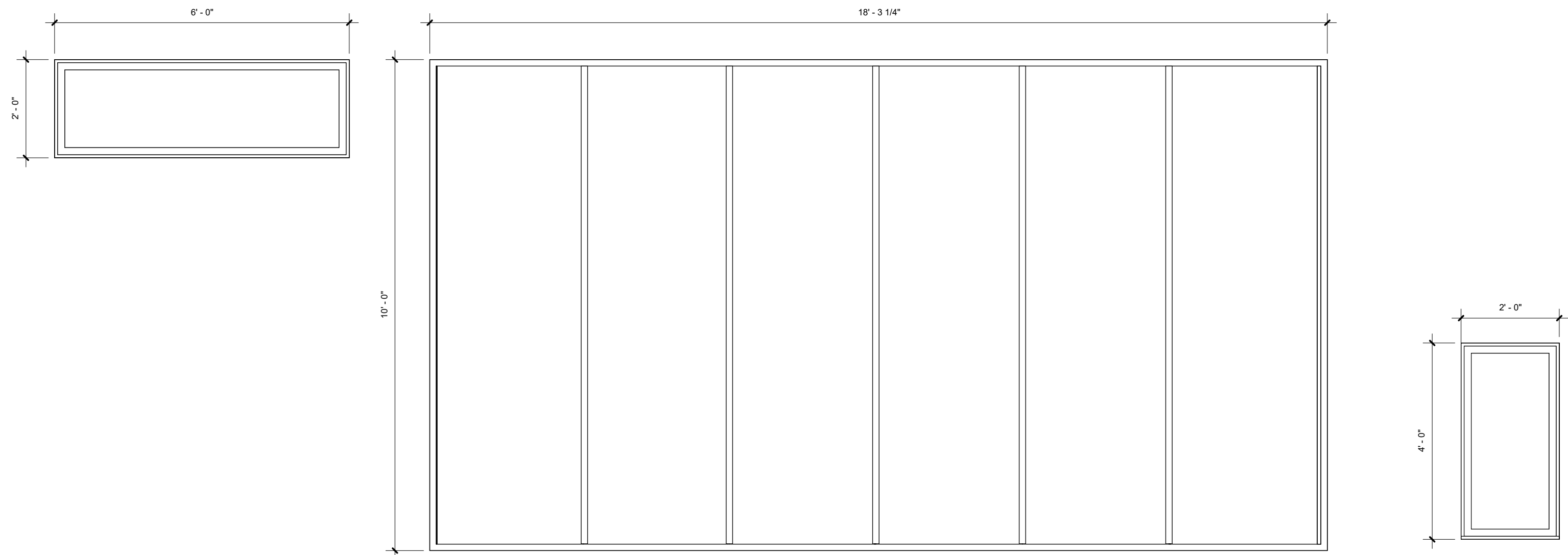
10 Parapet Wall Detail
1" = 1'-0"



2 Retaining Wall Section
1" = 1'-0"



○ Doors
3/8" = 1'-0"



○ Windows
1/2" = 1'-0"

Door Schedule						
#	Count	Description	Function	Swing	Width	Height
32	1	Single Flush	Interior	Right-Inswing	3' - 0"	8' - 0"
53	1	Double Flush	Interior	Inswing	6' - 0"	8' - 0"
55	1	Single Flush	Interior	Right-Inswing	3' - 0"	8' - 0"
56	1	Pocket Door	Interior	Right-Sliding	3' - 0"	8' - 0"
61	1	Garage Door	Exterior	Roll up	14' - 0"	7' - 0"
62	1	Garage Door	Exterior	Roll up	14' - 0"	7' - 0"
63	1	Garage Door	Exterior	Roll up	14' - 0"	7' - 0"
65	1	Garage Door	Interior	Roll up	9' - 0"	7' - 0"
70	1	Internal Glazed Double Doors	Interior	Right-Outswing	6' - 0"	8' - 0"
73	1	Barn Doors w/ Double Swing	Interior	Inswing-Outswing	7' - 0"	9' - 0"
89	1	Single flush solid core wood door w/ hollow metal frame	Exterior	Outswing	6' - 0"	9' - 0"
94	1	8 Pane Accordion Sliding Door	Exterior	Accordion	18' - 0"	10' - 0"
96	1	8 Pane Accordion Sliding Door	Exterior	Accordion	18' - 0"	10' - 0"
97	1	8 Pane Accordion Sliding Door	Exterior	Accordion	18' - 0"	10' - 0"
98	1	8 Pane Accordion Sliding Door	Exterior	Accordion	18' - 0"	10' - 0"
101	1	8 Pane Accordion Sliding Door	Exterior	Accordion	18' - 0"	10' - 0"
107	1	Single Flush	Interior	Right-Inswing	3' - 0"	8' - 0"
109	1	Double Flush	Exterior	Outswing	6' - 0"	7' - 0"
111	1	8 Pane Accordion Sliding Door	Exterior	Accordion	18' - 0"	10' - 0"
112	1	Single flush solid core wood door w/ hollow metal frame	Exterior	Outswing	6' - 0"	10' - 0"
113	1	Single flush solid core wood door w/ hollow metal frame	Exterior	Inswing	6' - 0"	10' - 0"
117	1	Single flush solid core wood door w/ hollow metal frame	Exterior	Inswing	6' - 0"	10' - 0"
118	1	Frameless Glass Door	Exterior	Right-Outswing	3' - 6"	9' - 0"
119	1	Single flush solid core wood door w/ hollow metal frame	Interior	Outswing	6' - 0"	10' - 0"
120	1	Single flush solid core wood door w/ hollow metal frame	Exterior	Outswing	6' - 0"	10' - 0"
121	1	Single Flush Dbl Acting	Exterior	Inswing-Outswing	3' - 6"	9' - 0"
122	1	Single Flush Dbl Acting	Exterior	Inswing-Outswing	3' - 6"	9' - 0"
123	1	Single Flush Dbl Acting	Exterior	Inswing-Outswing	3' - 6"	9' - 0"
124	1	Single Flush Dbl Acting	Exterior	Inswing-Outswing	3' - 6"	9' - 0"
125	1	Single flush solid core wood door w/ hollow metal frame	Interior	Inswing	6' - 0"	10' - 0"
126	1	Single flush solid core wood door w/ hollow metal frame	Exterior	Inswing	6' - 0"	10' - 0"
127	1	8 Pane Accordion Sliding Door	Interior	Accordion	18' - 0"	10' - 0"
128	1	Frameless Glass Door	Exterior	Right-Inswing	3' - 6"	9' - 0"
130	1	Frameless Glass Door	Interior	Right-Inswing	3' - 6"	9' - 0"
131	1	Single Flush	Interior	Left-Inswing	3' - 0"	8' - 0"
132	1	Single Flush	Exterior	Right-Outswing	3' - 0"	8' - 0"
133	1	Single Flush	Exterior	Right-Outswing	3' - 0"	8' - 0"
134	1	Single Flush	Interior	Right-Inswing	3' - 0"	8' - 0"
135	1	Single Flush	Interior	Right-Inswing	3' - 0"	8' - 0"
136	1	Single Flush	Interior	Right-Inswing	3' - 0"	8' - 0"
137	1	Single Flush	Interior	Left-Outswing	3' - 0"	8' - 0"
138	1	Single Flush	Exterior	Right-Inswing	3' - 0"	8' - 0"
139	1	Single Flush	Interior	Left-Inswing	3' - 0"	8' - 0"
140	1	Single Flush	Exterior	Left-Inswing	3' - 0"	8' - 0"

Window Schedule					
Keynote	Count	Description	Type	Width	Height
41	37	FIXED	3'x9'	3' - 0"	9' - 0"
9	37	FIXED	24" x 72" Rectangle	6' - 0"	2' - 0"
29	3	FIXED	Multi-Panel Fixed_195 9 (1)	12' - 0"	6' - 0"



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DOOR AND WINDOW SCHEDULE

NOTES

Project number SM-23
Date 8/30/23
Drawn by Author

A601

Scale As indicated

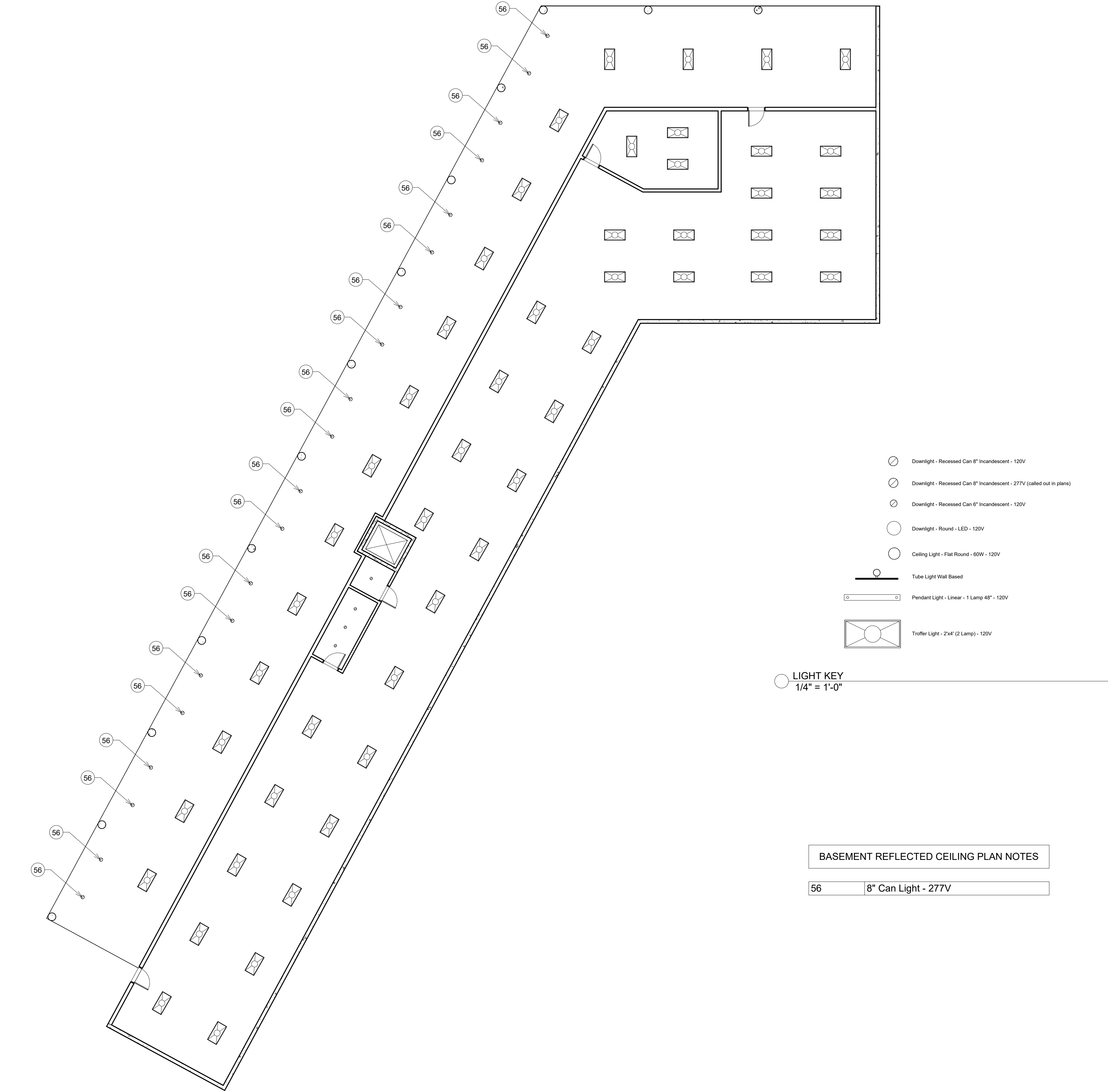
BASEMENT REFLECTED
CEILING PLAN

NOTES

Project number SM-23
Date 8/30/23
Drawn by KELSEY RANSON

A801

Scale As indicated



1 BASEMENT CEILING PLAN
3/32" = 1'-0"

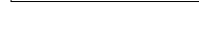
MAIN & UPPER LEVEL
REFLECTED CEILING
PLAN

NOTES

Project number SM-23
Date 8/30/23
Drawn by KELSEY RANSON

A802

Scale As indicated

-  Dwelling light - Recessed Can 8" Incandescent - 120V
-  Dwelling light - Recessed Can 8" Incandescent - 277V (called out in plans)
-  Dwelling light - Recessed Can 6" Incandescent - 120V
-  Dwelling light - Round - LED - 120V
-  Ceiling Light - Flat Round - 60W - 120V
-  Tube Light Wall Based
-  Pendant Light - Linear - 1 Lamp 48" - 120V
-  Troffer Light - 2x4' (2 Lamp) - 120V

LIGHT KEY
1/4" = 1'-0"

Ceiling Plan Notes

56 8" Can Light - 277V

1 UPPER LEVEL CEILING PLAN
3/32" = 1'-0"

2 MAIN LEVEL CEILING PLAN
3/32" = 1'-0"



BASEMENT FOUNDATION PLAN

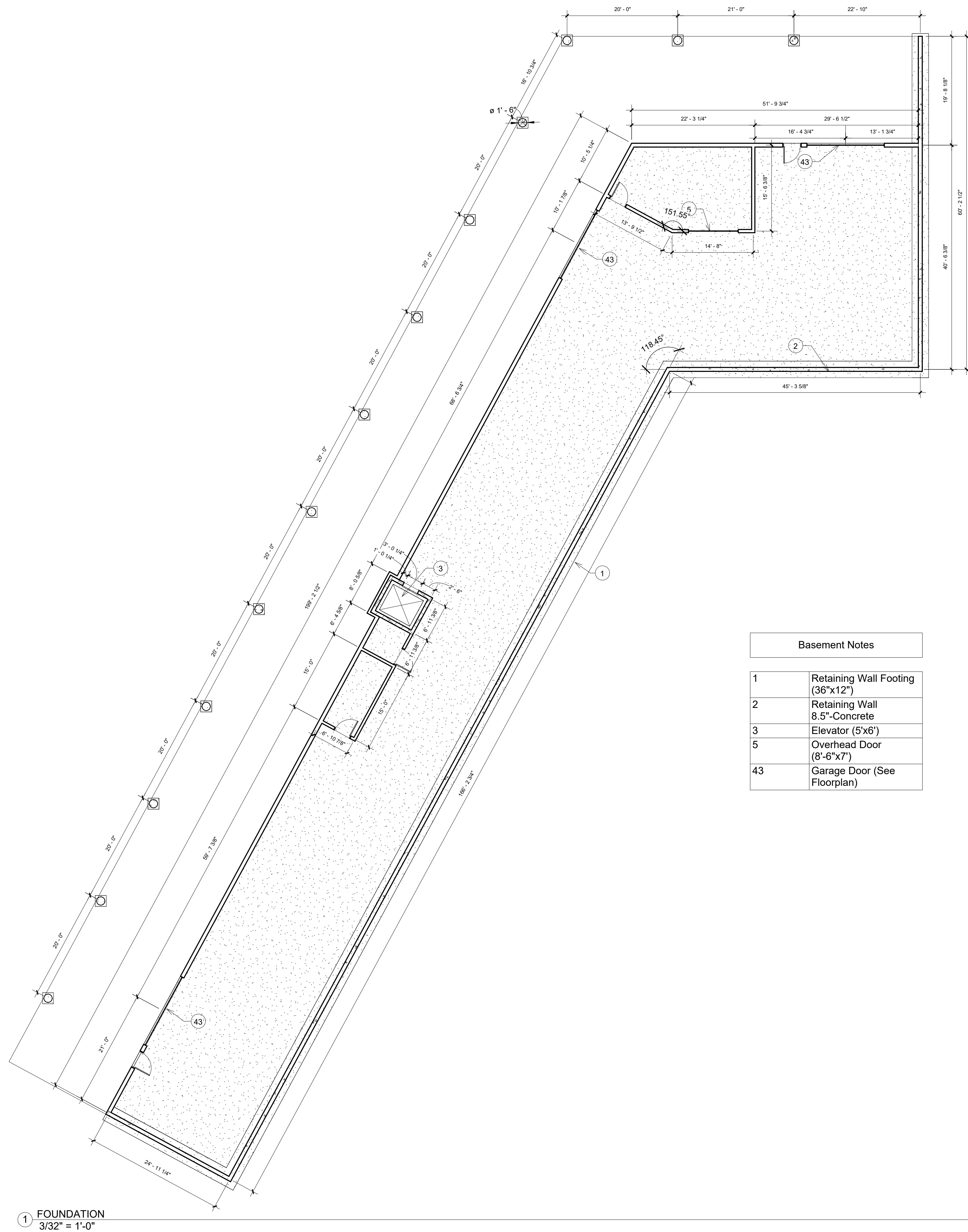
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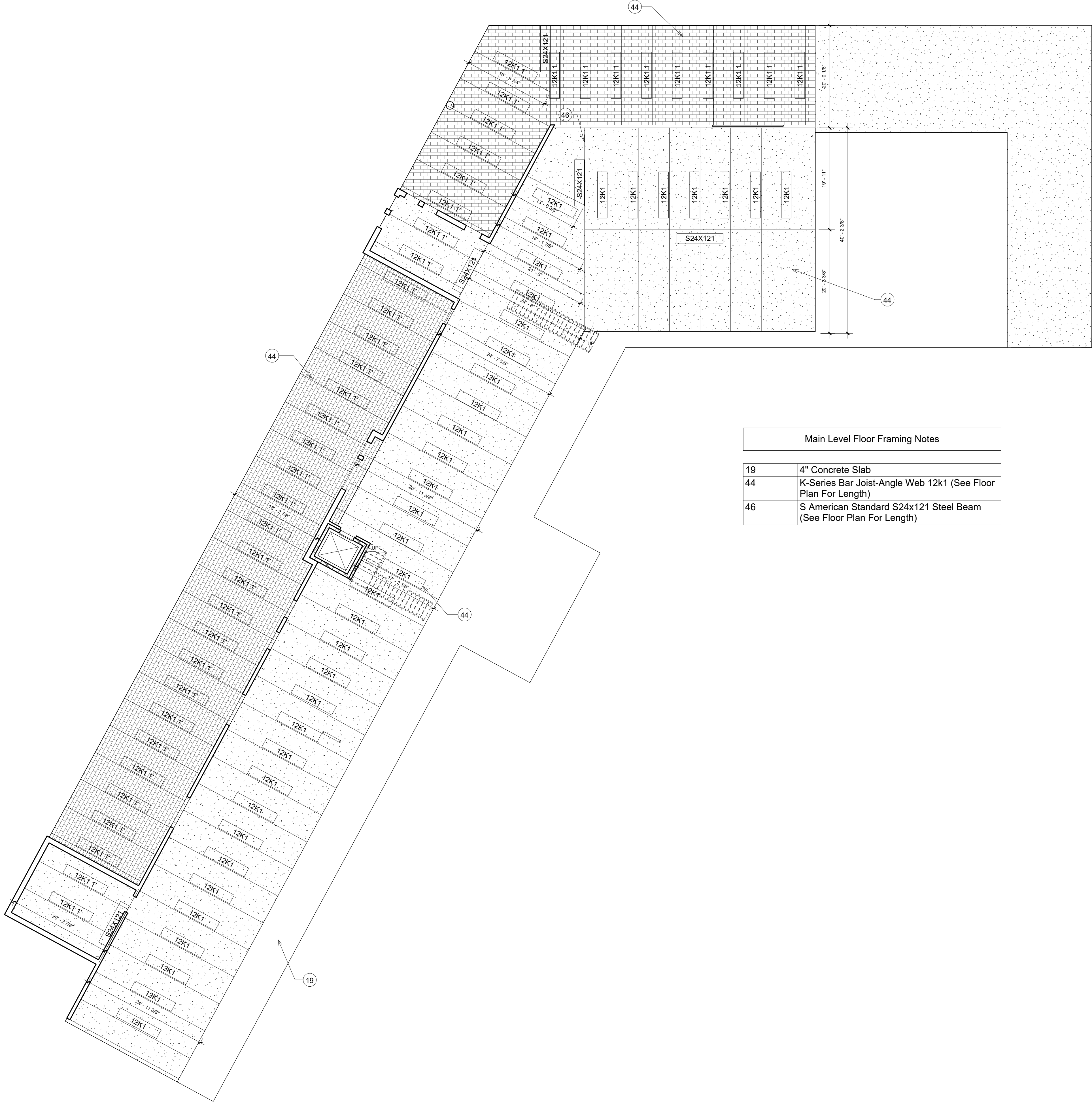
Project number	SM-23
Date	8/30/23
Drawn by	KELSEY RANSON

S101

Scale $3/32" = 1'-0"$

8/30/2023 1:19:24 PM





Main Level Floor Framing Notes	
19	4" Concrete Slab
44	K-Series Bar Joist-Angle Web 12k1 (See Floor Plan For Length)
46	S American Standard S24x121 Steel Beam (See Floor Plan For Length)

1 MAIN LEVEL FLOOR FRAMING
3/32" = 1'-0"

MAIN LEVEL FLOOR
FRAMING PLAN

NOTES

Project number	SM-23
Date	8/30/23
Drawn by	KELSEY RANSON

S102

Scale	3/32" = 1'-0"
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UPPER FLOOR FRAMING PLAN

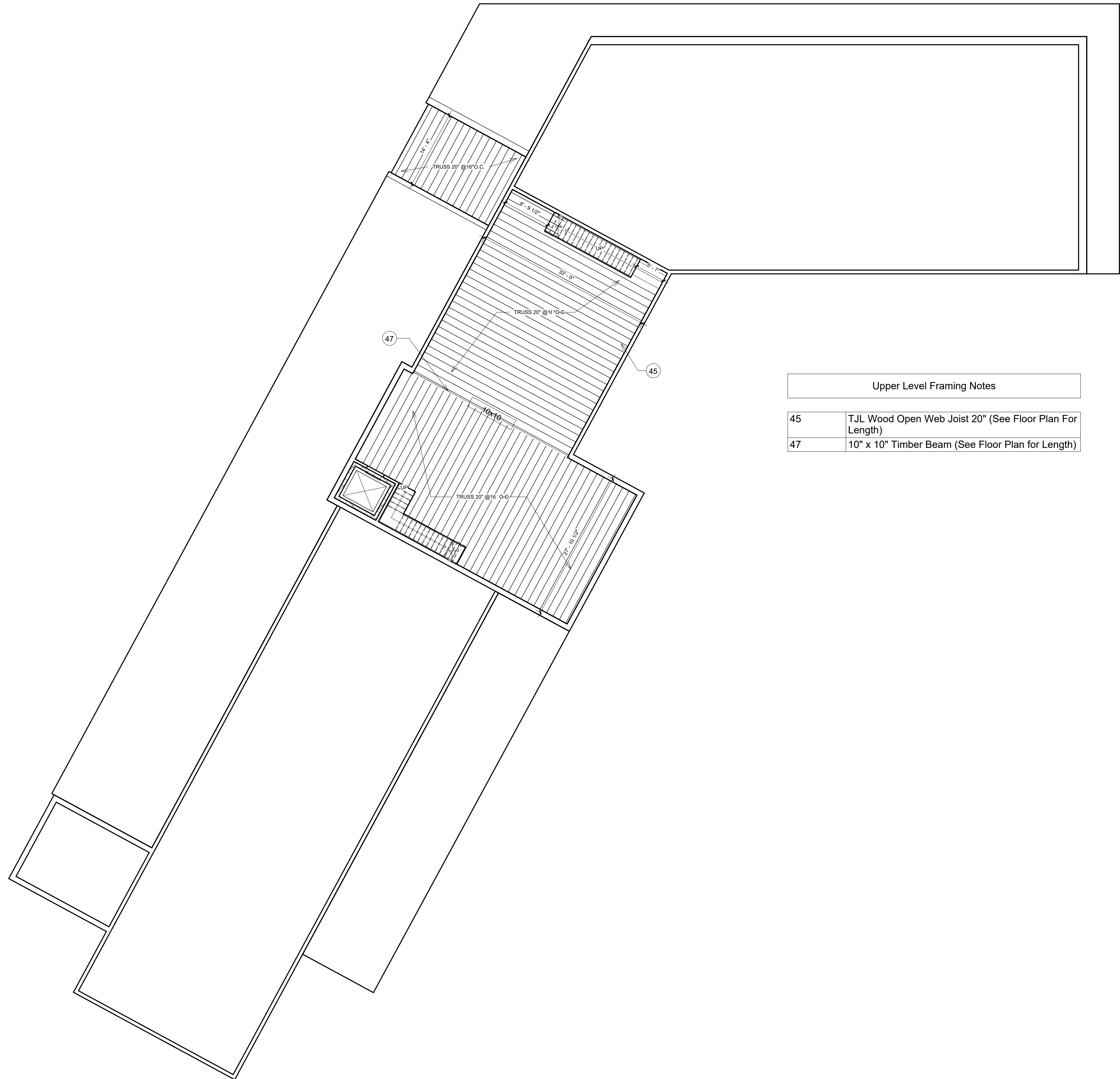
NOTES

Project number	SM-23
Date	8/30/23
Drawn by	KELSEY RANSON

S103

Scale $3/32" = 1'-0"$

8/30/2023 1:19:24 PM



1 UPPER LEVEL FLOOR FRAMING
3/32" = 1'-0"

ROOF FRAMING PLANS

NOTES

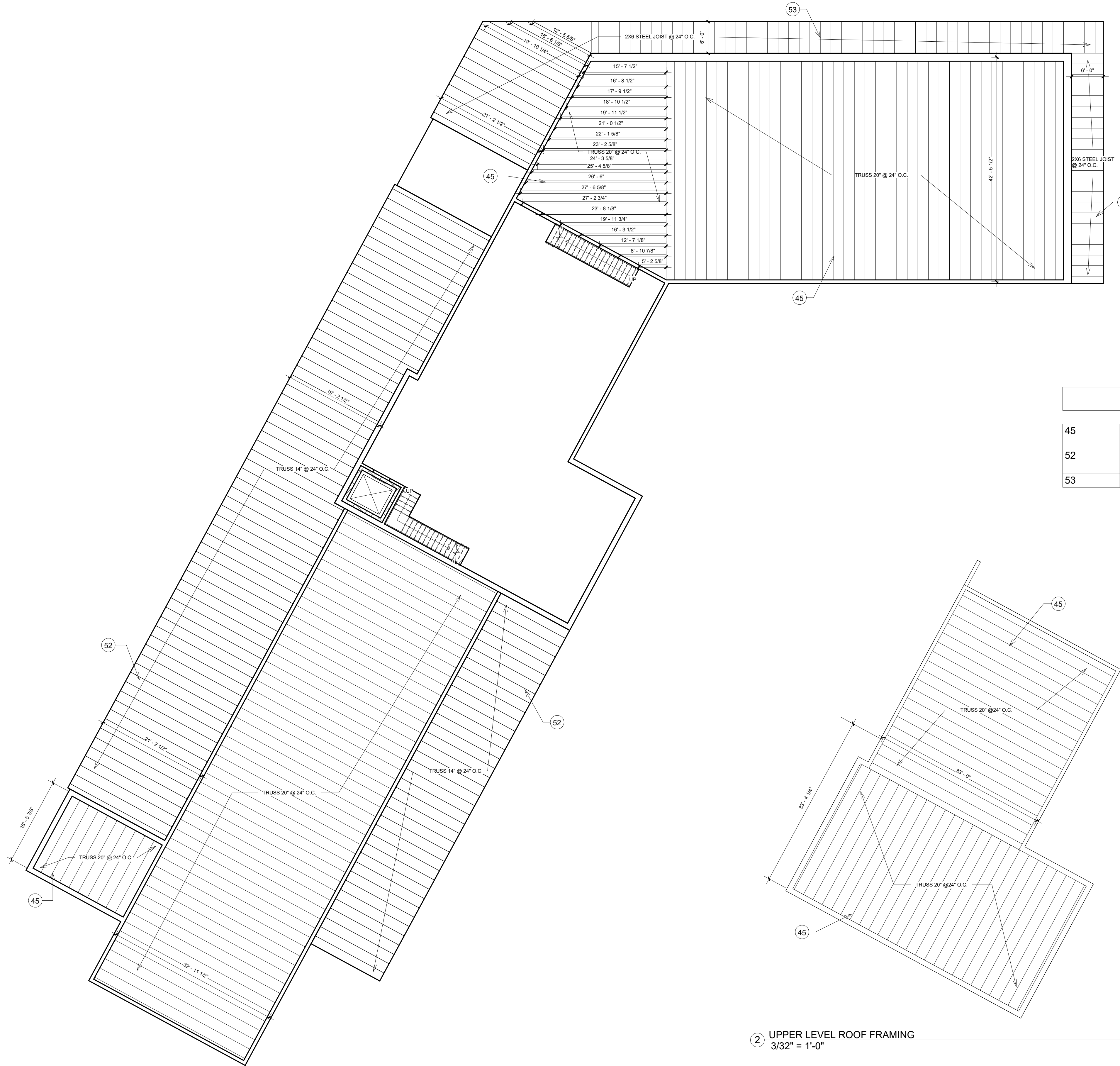
Project number	SM-23
Date	8/30/23
Drawn by	KELSEY RANSON

S104

Scale 3/32" = 1'-0"

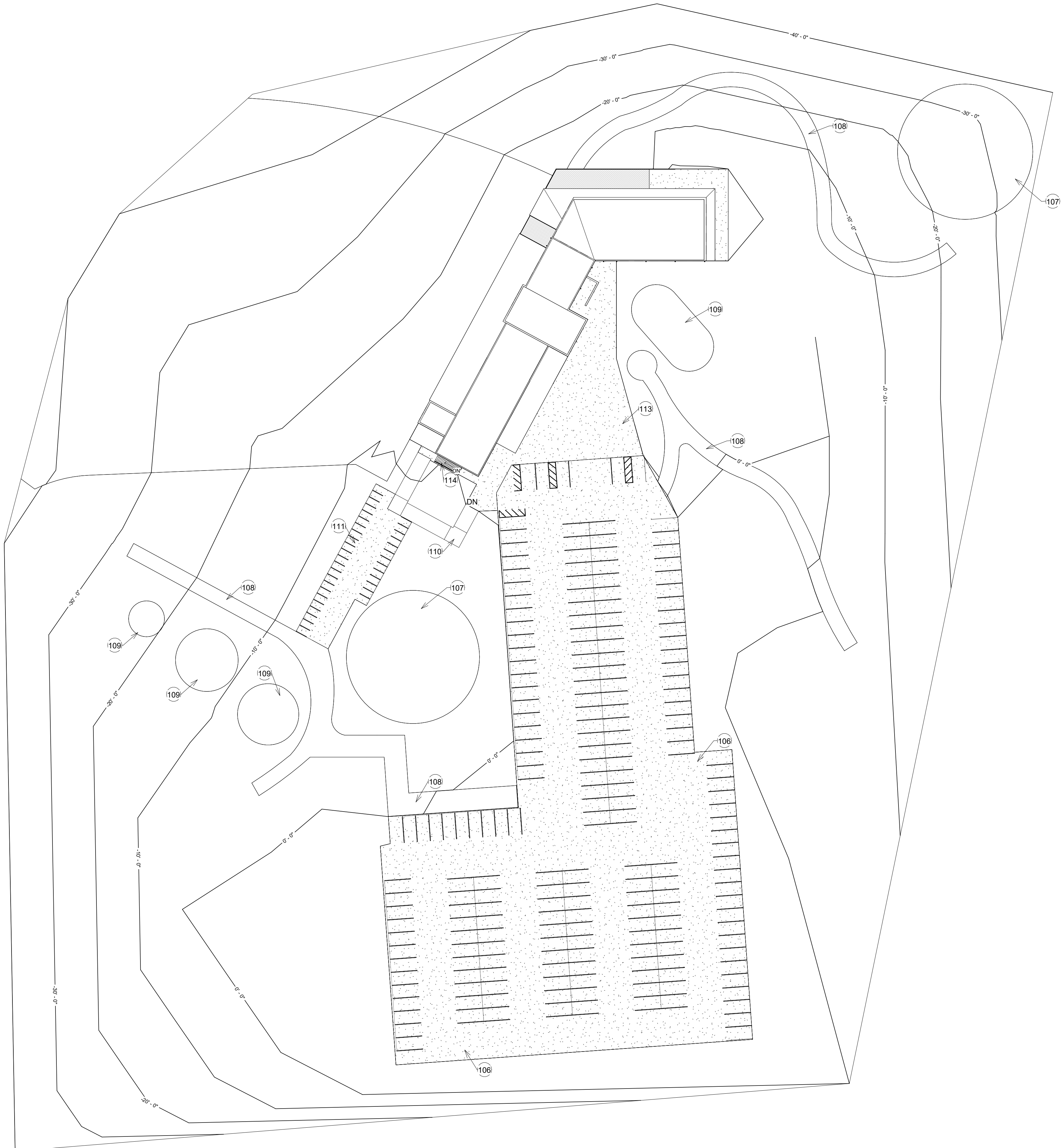
8/30/2023 1:19:25 PM

1 MAIN LEVEL ROOF FRAMING
3/32" = 1'-0"



ROOF FRAMING NOTES	
45	TJL Wood Open Web Joist 20" (See Floor Plan For Length)
52	TJL Wood Open Web Joist 14" (See Floor Plan For Length)
53	2X6 Steel Joist @ 24" O.C.

2 UPPER LEVEL ROOF FRAMING
3/32" = 1'-0"



Site Plan Notes	
106	Parking Lot (9'x18' Parking Stalls)(201 Total Stalls)
107	Putting Green
108	Cart Path
109	Tee Box
110	Cart Path Ramp
111	Golf Cart Parking Lot (37 Parking Stalls)
113	Courtyard
114	Staircase



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SITE PLAN

NOTES

Project number	SM-23
Date	8/30/23
Drawn by	KELSEY RANSON

A100

Scale	1" = 40'-0"
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① Site
1" = 40'-0"



STAFF COMMENTS

Discussion regarding **future parks and recreation facilities**

Discussion:

Construction is underway on the city's 2 gym building! As we look to the future, we are currently updating our parks and rec master plan and capital facilities plan with the anticipated completion by June 2024.

Part of the master plan includes a final proposed layout of the ballfields and gym building(s).

Funding opportunities and deadlines are quickly approaching; therefore, the purpose for this agenda item is to make sure staff and council are on the same page as we consider what projects take place next after our 2 gym building is completed, in hopes of securing additional funding for our future projects.

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

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

Discussion:

Findings:

Recommendation:

Attachments:

None