HURRICANE CITY
UTAH

Mayor Nanette Billings

City Manager Kaden DeMille

Planning Commission

Mark Sampson, Chair
Shelley Goodfellow, Alternate Chair
Ralph Ballard
Paul Farthing
Rebecca Broneman
Michelle Cloud
Brad Winder
Kelby Iverson

Hurricane Planning Commission Meeting
Agenda

February 29, 2024
6:00 PM
Hurricane City Offices 147 N 870 W, Hurricane

Notice is hereby given that the Hurricane City Planning Commission will hold a Regular Meeting commencing at 6:00 p.m. at the Hurricane City Offices 147 N 870 W, Hurricane, UT.

Meeting link:
https://cityofhurricane.webex.com/cityofhurricane/j.php?MTID=me42b4eb65609e35eb0e0664c925c9dbc
Meeting number:2632 882 4836
Password:HCplanning
Host key:730111
Join by phone+1-415-655-0001 US Toll
Access code: 2632 882 4836
Host PIN: 9461
Details on these applications are available in the Planning Department at the City Office, 147 N. 870 West.

6:00 p.m. - Call to Order

Roll Call

Pledge of Allegiance

Prayer and/or thought by invitation

Declaration of any conflicts of interest

NEW BUSINESS

1. PSP24-02: Discussion and consideration of a possible approval of a preliminary site plan for Liberty Village Phase 1, an educational development located at 2820 S 2300 W. Liberty Village, Applicant. Brett John, Agent.

Adjournment

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**02/29/2024**
Application Number:	PSP24-02
Type of Application:	Preliminary Site Plan Application
Action Type:	Administrative
Applicant:	Liberty Village
Agent:	Brett John
Request:	Approval of a Preliminary Site Plan
Location:	2820 S 2300 W
Zoning:	R1-10 PDO
General Plan Map:	Mixed Use

Discussion:
The applicant has submitted a preliminary site plan for phase 1 of the Liberty Village, an interactive educational park contained within the Balance of Nature (BoN Gardens) development. This first phase will consist of parking lots, plaza areas, and a restroom building with the remainder of the park to be built-out over time.

JUC Comments:
The following comments will need to be addressed by the applicant. Additional JUC comments are forthcoming

1. **Public Works:** Ok with project pending completion of roadway dedications.
2. **Power:** Power infrastructure from 3000 S north along 2100 W and then west from 2100 W to 2400 W needs to be installed. Need load calculations for the park. Fully develop power on the west entrance.
3. **Sewer:**
4. **Streets:**No access currently to the project.
5. **Water**: Okay.
6. **Engineer:**
7. **Fire:**
8. **Cable:**
9. **Phone:**
10. **Gas:**
11. **Water Conservancy District**: Washington County Water Conservancy District hereby acknowledges that based on the information provided, the zone change adequately mitigates

interference with district facilities and property interests. The District reserves the right to rescind this acknowledgement if additional information becomes available. The district has not determined whether water will be available for this development and does not hereby make any guarantee of water availability. In addition, the development must conform with applicable district requirements, including but not limited to payment of fees.

Staff Comments

1. The proposed use is a permitted use in the R1-10 zone and was approved as part of the Balance of Nature PDO.
2. **Parking:** Hurricane City Code (HCC) 10-34-10 states that for this use:

Park	*Parking study required*	*See subsection 10-34-9F of this chapter*

a. HCC 10-34-9F states:

F. Parking space study. When a parking space study is required for a particular use shown in subsection 10-34-10A, table 10-34-1 of this chapter, or when an applicant requests a modification in the number of parking spaces required under section 10-34-6 of this chapter, a parking study shall be provided by the applicant which recommends an adequate number of parking spaces and sets forth the basis of the recommendation.

1. The study shall provide:

a. Planning and traffic engineering data, including estimates of parking demand based on recommendations from the Institute of Parking Engineers;

b. Data collected from uses or combinations of uses that are the same or comparable to the proposed project as indicated by density, scale, bulk, area, type of activity, and location;

c. The source of data used to develop the study's recommendations; and

d. The name and qualifications of the persons who prepared the study.

2. The Planning Commission shall determine the required number of parking spaces after:

a. Considering the recommendations of the parking study and any recommendations from City staff; and
b. Making the findings required under subsection D or E of this section.

b. 95 regular parking stalls and 6 bus parking stalls are provided. A parking study prepared for the overall development states that 87 parking stalls are required for the overall

Liberty Village portion of the development Additional parking is shown on their overall exhibit and the intention is that there will be shared parking between the different uses within the overall development.

3. **Landscaping:** A more detailed landscaping plan will be required with the final site plan. The landscaping plan will require one tree and three shrubs for every 35 feet of frontage along 2820 S. As well as one tree and two shrubs for every ten parking spaces and seven percent of the overall parking area being landscaped. No grass will be permitted outside of active recreation areas and all plants should be water-efficient
4. **Public facilities:** The adequacy of public facilities is in question for this development. HCC 10-37-4 states:*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.*
    a. There is currently no public access or utilities to this site and power capacity and water pressures in this area are a concern. The City Council has passed a Record of Approval giving the Liberty Village permission to move forward, however off-site improvements are still required before this development can actually begin construction. No further approvals can be granted until the required off-site improvements are constructed. A preliminary site plan approval grants no vested rights to a development. **(See HCC 10-7-10(D)(2)(b) which states:** ***A preliminary site plan is not intended to permit actual development of property pursuant to such a plan but shall be prepared merely to represent how the property could be developed. Submittal, review, and approval of an application for a preliminary site plan shall not create any vested rights to development.*****)**

Recommendation:
Staff recommends the Planning Commission review this application based on standards within Hurricane City Code. Staff recommends approval of the preliminary site plan for phase 1 of Liberty Village subject to staff and JUC comments.

PLANNING & ZONING
HURRICANE CITY
UTAH
147 N 870 W Hurricane UT
PHONE: 435.635.2811 FAX: 435.635.2184

PRELIMINARY SITE PLAN CHECKLIST

For office use only: $200.00 Fee

This application shall be accompanied by the following:

✓ 1. A vicinity map showing the general location of the project. Exhibit A

✓ 2. A site plan showing:

- ✓ Topography showing 2' contours, identification of 30% or greater slopes:
- ✓ The layout of proposed uses.
- ✓ Location of open space when applicable.
- ✓ Proposed access to the property and traffic circulation patterns.
- ✓ Adjoining properties and uses:
- ✓ Proposed reservations for parks, playgrounds, school, and any other public facility sites, if any.

✓ 3. Preliminary utility plan, including water, sewer, and storm drainage plans, and including access points to utilities.

___ 4. Tables showing the number of acres in the proposed development and a land use summary; and

✓ 5. A phased development plan if applicable. exhibit A

___ 6. Warranty deed or preliminary title report or another document (see attached Affidavit) showing evidence that the applicant has control of the property.

___ 7. Signed and notarized Acknowledgment Water Supply (see attached)

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

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

Applicant Name: Liberty Village - Brett John Date: Jan. 12, 2024

Signature: Brett L John

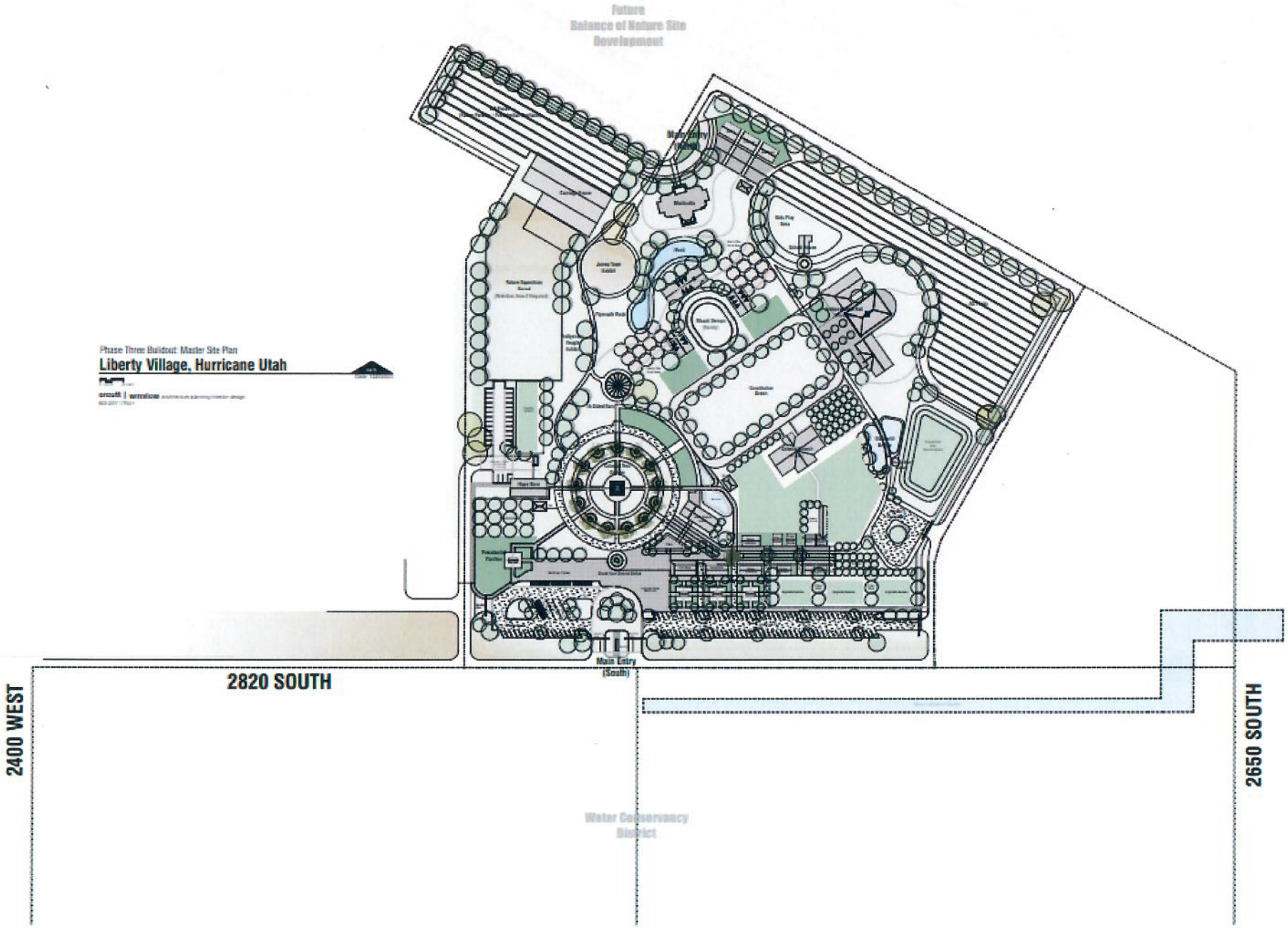
Future
Balance of Nature Site
Development
Phase Three Buildout: Master Site Plan
Liberty Village, Hurricane Utah
Main Entry
(South)
2820 SOUTH
2400 WEST
2650 SOUTH
Water Conservancy
District

EXHIBIT A

21-0167 - Balance of Nature

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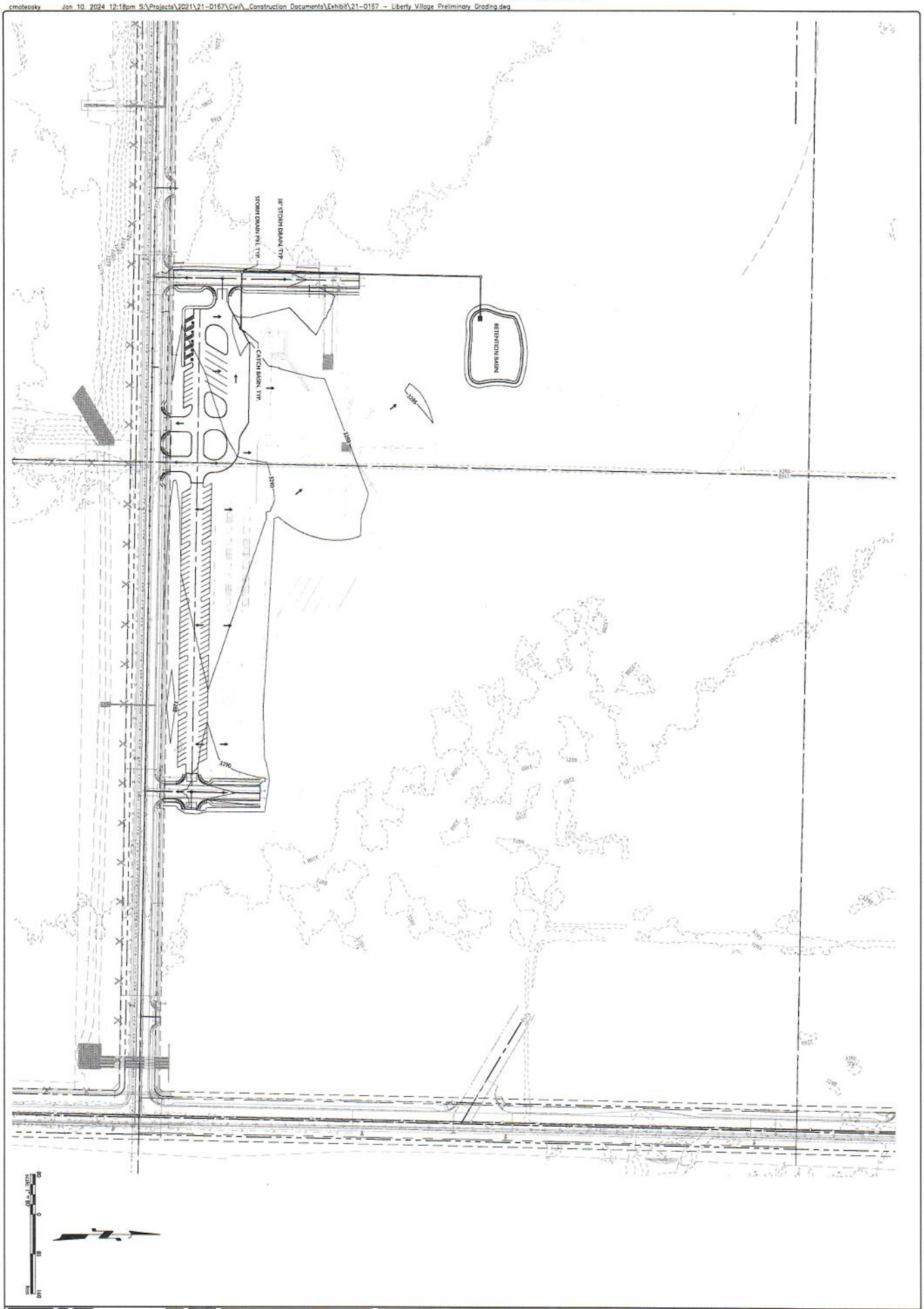


Sheet No. 2 of 2

Job No. 21-0167

EX02

Designer: EPS
Drawn by: EPS

Revisions:

Project:

Balance of Nature
City of Hurricane
Utah

Liberty Village Phase I Grading Exhibit

EPS GROUP
1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

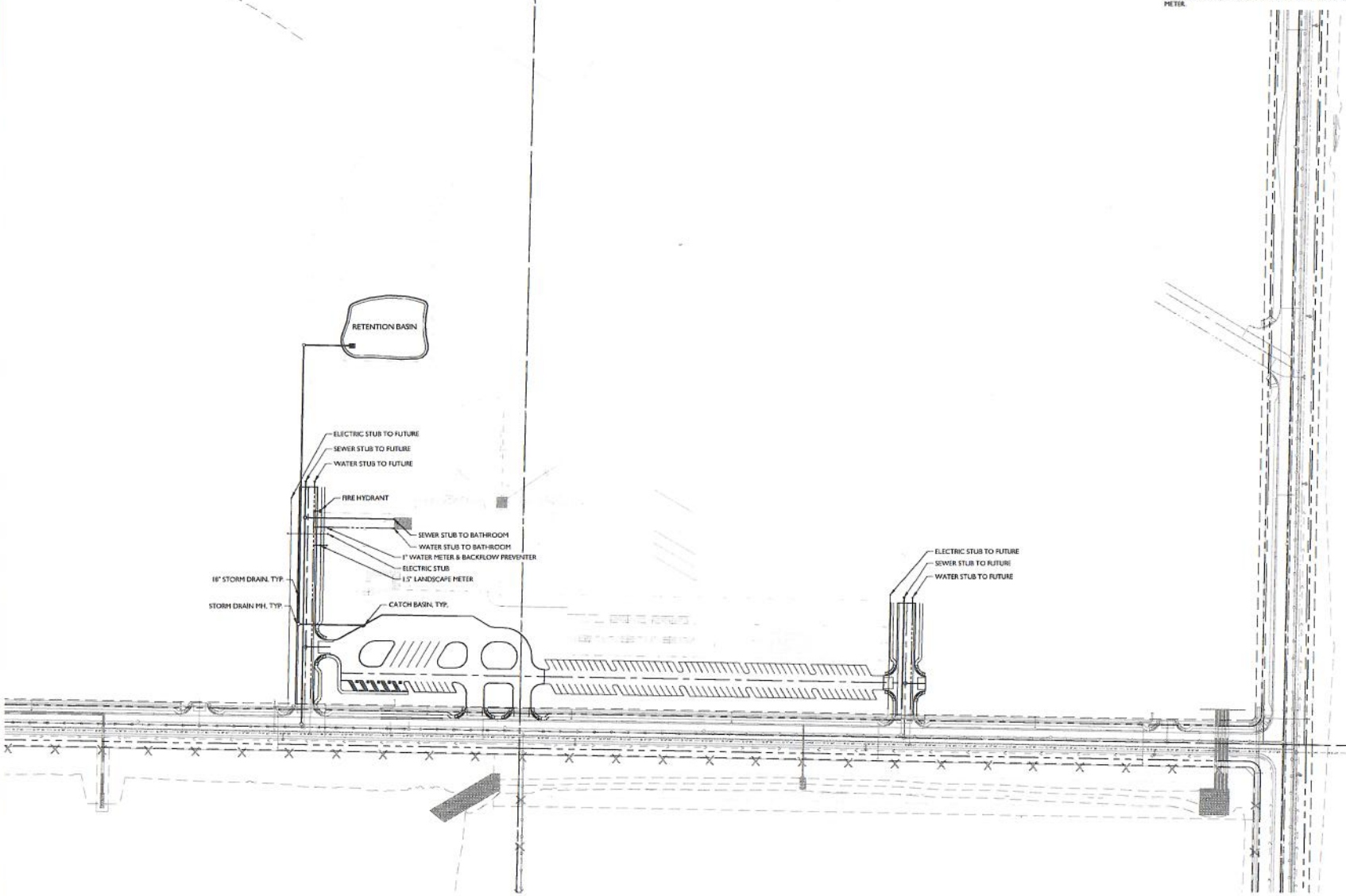
21-0167 - Balance of Nature

LIBERTY VILLAGE PHASE I NARRATIVE

LIBERTY VILLAGE PHASE I WILL REQUIRE THE EXTENSION OF WATER, SEWER, AND ELECTRIC SERVICES FROM EXISTING STUBS IN OFFSITE PHASE IA.2. EXISTING UTILITY SERVICES FROM OFFSITE PHASE IA.2 WILL BE EXTENDED IN THE TWO LOCAL ROADS OF LIBERTY VILLAGE. PROVIDING SEWER SERVICES IN THE WESTERN ROAD OF LIBERTY VILLAGE WILL REQUIRE A CHANGE TO OFFSITE PHASE IA.2, MODIFYING THE LOCATION OF A MANHOLE TO BE LOCATED 10 FEET WEST OF THE ORIGINAL PHASE IA.2 OFFSITE DESIGN. ALL OTHER UTILITY STUBS REQUIRED FOR LIBERTY VILLAGE PHASE I ARE DESIGNED IN OFFSITE PHASE IA.2

THE BATHROOM STRUCTURE IN LIBERTY VILLAGE PHASE I WILL BE THE ONLY STRUCTURE REQUIRING WATER AND SEWER SERVICES, AND IS PROPOSED TO BE SERVICED BY UTILITY LINES ON THE WESTERN BOARDER OF THE SITE. A SINGLE LANDSCAPE METER IS ANTICIPATED TO BE NEEDED FOR THE SITE. IT IS ALSO ANTICIPATED THAT A SINGLE HYDRANT WILL BE REQUIRED FOR CONSTRUCTION.

WATER LINES AND SEWER LINES FOR LIBERTY VILLAGE PHASE I ARE BOTH ANTICIPATED TO BE 8-INCHES IN DIAMETER. THE WATER SERVICE LINE FOR THE BATHROOM STRUCTURE IS ANTICIPATED TO BE 1-INCH IN DIAMETER. AND THE SEWER SERVICE LINE FOR THE BATHROOM IS ANTICIPATED TO BE 6-INCHES IN DIAMETER. LANDSCAPING FOR LIBERTY VILLAGE PHASE I WILL BE PRELIMINARY SIZED USING A 1.5-INCH METER.



EPS GROUP
1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T: 480.503.2250 | F: 480.503.2295
www.epsgroupinc.com

Project:

Balance of Nature
City of Avondale
Utah

Liberty Village Phase I Utility Exhibit

Revisions:

Designer: EPS
Drawn by: EPS

Job No.
21-0167

EX01

Sheet No.
1
of 2

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Liberty Village

Phase 1- Land Use Summary Table

Submitted to:

Hurricane City Planning and Zoning

Date :1/12/2024

Land Use Summary

Description	Area	Unit
Hard Scape- Including concrete and asphalt	50000	sf
Softscape- including decomposed granite chat, decorative rock, grass, cultivated gardens	170000	sf
Total	220000	sf

Parking:

Automobile Parking Spaces	95	Each
Bus Parking Spaces	6	Each
Bus Drop Off Spaces	3	Each
Total	104	Each

AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)
:ss
COUNTY OF (WASHINGTON)

I (we), DENNIS LEWITT, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (we) also acknowledge that I have received written instructions regarding the process for which I am applying and the Hurricane City Planning staff have indicated they are available to assist me in making this application.

DENNIS LEWITT
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 8 day of JANUARY 2024.

(Notary Public)

Residing in: Washington County, Utah

My Commission Expires: Aug. 30, 2026

DAKOTAH SPENCER DEUEL
Notary Public - State of Utah
Comm. No. 726384
My Commission Expires on
Aug 30, 2026

Agent Authorization

I (we), DENNIS LEWITT, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) BRETT JOHN to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

DENNIS LEWITT
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 8 day of January 2024.

(Notary Public)

Residing in: Washington County, Utah

My Commission Expires: Aug. 30, 2026

DAKOTAH SPENCER DEUEL
Notary Public - State of Utah
Comm. No. 726384
My Commission Expires on
Aug 30, 2026

Agent Authorization

I, Dennis Leavitt, on behalf of United We Pledge, the 99-year lease holder of the subject property described in the attached application, do authorize as the agent, Dennis Leavitt to represent United We Pledge regarding the attached application and to appear on behalf of United We Pledge on behalf of or before any administrative or legislative boy in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

On behalf of United We Pledge
(Property Lessor holding a 99-year lease)

Subscribed and sworn
to this 5th day of January, 2024.

NOTARY PUBLIC
In and for said County and State

DAKOTAH SPENCER DEUEL
Notary Public - State of Utah
Comm. No. 726384
My Commission Expires on
Aug 30, 2026

HURRICANE CITY
UTAH

ACKNOWLEDGEMENT OF WATER SUPPLY

I/We, Brett John am/are the applicant(s) of the application known as Liberty Village located on parcel(s) H-3373-NP-BL within the City of Hurricane, Washington County, Utah.

By my/our signature(s) below I/we do hereby acknowledge and agree to the following:

1. Neither acceptance nor approval of a development application by Hurricane City shall constitute a guarantee that sufficient water will be available to serve the zone designation, project, or permit for which this application is being submitted; and
2. Prior to receiving final approval for the application, the applicant may be required by Hurricane City to provide a guarantee of water availability which verifies that there is a sufficient water supply; and
3. For any application which may be approved without a guarantee of water availability, the applicant knowingly assumes the entire risk of water availability for the project and/or application; and
4. I/we waive any and all claims against Hurricane City that are in any way related to water availability for any project, permit, or use for which the land use application has been approved.

Dated this 12 day of January, 2024.

Applicant Name: Liberty Village

Name of Signer (if different from Applicant Name): Brett John

Title of Signer: Agent

Signature: Brett L John

STATE OF _____)

COUNTY OF _____)

On the _____ day of _____, 20___, personally appeared before me _____, the signer of the above instrument, who duly acknowledged to me that he/she executed the same in the capacity indicated on behalf of the Applicant.

Notary Public: _____

My Commission Expires: _____

All signatures to this Acknowledgment, other than for Applicants signing in an individual capacity, shall be accompanied by documentation acceptable to the City attesting to the fact that the signer hereof is authorized to execute the Acknowledgment on behalf of the Applicant (e.g. a copy of a corporate resolution, copy of a partnership agreement, etc.). (Ord. No. 2022-37 , 6-16-2022)

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

H-3373-NP-BL

DOC # 20230025316
Agreement Page 1 of 15
Gary Christensen Washington County Recorder
08/22/2023 02:25:59 PM Fee $ 0.00
By HURRICANE CITY

DEVELOPMENT AGREEMENT
FOR
BALANCE POINT PDO ZONE CHANGE

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the 3 day of March, 2023 (the "Effective Date"), by and between HURRICANE CITY, a Utah municipal corporation, hereinafter referred to as "City," and Molly's View, LLC, a Nevada limited liability company, hereinafter referred to as "Developer." The City and Developer are hereinafter collectively referred to as "Parties."

RECITALS

A. Developer is the owner of approximately 160 acres of land located within the City of Hurricane as is more particularly described on EXHIBIT A, attached hereto and incorporated herein by reference (the "Property").

B. On November 4, 2021, as shown in the City Council Minutes attached hereto as Exhibit B, the City Council approved a zone change as shown in EXHIBIT C attached hereto, with the conditions laid out within this agreement. The zoning shown at EXHIBIT C shows 132.95 acres zoned as R1-10 PDO and 26.67 acres zoned as M-1.

C. The City Council's approval was based in part on the Preliminary Site Plan proposed by Developer, which is attached hereto as Exhibit D.

D. Developer is willing to design and construct the Project in a manner that is in harmony with and intended to promote the long-range policies, goals, and objectives of the City's general plan, 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 accepted Developer's proffer to enter into this Agreement to memorialize the intent of Developer and City and decreed that the effective date of the Vesting for the zoning be the date of the execution and delivery of this Agreement and the recording thereof as a public record on title of the Property in the office of the Washington County Recorder.

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

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

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

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

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

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

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

AGREEMENT

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

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

2. Zoning. The Property shall be developed in accordance with (i) the requirements of an underlying zone of shown on EXHIBIT C, (ii) all other features as generally shown on the Preliminary Site Plan, and (iii) this Agreement. The Developer shall not seek to develop the Property in a manner that deviates materially from the attached Preliminary Site Plan in EXHIBIT D, as permitted by the aforementioned zoning designations for the Property, except as otherwise approved in writing by City.

3. Governing Standards. The Zoning Map, Preliminary Site Plan, the record of the City Council meeting, and this Agreement (together the "Approval Documents") establish the development rights for the Project, including the use, maximum density, intensity and general configuration for the Project. The Project shall be developed by the Developer in accordance with the Approval Documents. All Developer submittals must comply generally with the Approval Documents. Non-material variations to the Preliminary Site Plan, as defined and approved by the City's Zoning Administrator, such as exact building locations, location of local roadways, exact locations of open space and parking may be varied by the Developer without official City Council or Planning Commission approval. Such variations however shall in no way change the maximum density, use and intensity of the development of the Project.

4. Additional Specific Developer Obligations. As an integral part of the consideration for this agreement, the Parties agree that the densities and uses of the Property shall comply with the tabulations set forth in EXHIBIT E, attached hereto.

a.

5. Construction Standards and Requirements. All construction on the Property at the direction of the Developer shall be conducted and completed in accordance with the City Ordinances and Design Standards, including, but not limited to infrastructure construction,

setback requirements, minimum lot sizes, building height requirements, lot coverage requirements and all other zoning requirements.

a. Acceptance of Improvements. The City shall accept all improvements which are intended for public use and which have been constructed by Developer or its agents in accordance with the City's standards and as shown on the approved construction drawings. Prior to the construction of any road, utility, or public improvements within the Project, the City shall review proposed construction drawings and require adjustments or changes to meet the requirements of this Agreement and applicable City standards. The City shall cooperate and allow Developer to construct the Offsite Improvements, and the City shall accept Developer's dedication of the Offsite Improvements. The City shall only accept improvements once improvements have been installed, inspected by the City or its representative, and a warrantee bond has been provided by Developer.

b. Unless otherwise specifically approved by the City Council and clearly labeled on the final subdivision plat, all roads within the Project shall be public roads. Upon final acceptance of such roads as having been constructed in conformity with all approved plans and City standards, City shall be responsible for maintenance of the roads at the same level of maintenance applicable to other similar roads within the City. City shall not be responsible for maintenance of any private road within the Project.

6. Adequate Public Facilities.

a. Developer understands, acknowledges and specifically agrees that: (a) power, water, and other utility services to the Property are not currently available and have not been extended to the Property; (b) the granting of this zone change 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 permit requiring the availability and extension of power, water, or other utility service, and no other request requiring the availability or extension of such utilities or services, shall be filed, made, or approved until such time that such utilities or services are available and have been extended to the Property; 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.

b. The City may deny any land use application for any development on the Property, including but not limited to preliminary and final plats, building permits, zone changes, and preliminary and final site plans if the City finds that (1) utilities, roadways, or other public facilities or infrastructure are inadequate to support the proposed development or (2) services are not in the vicinity of the proposed application. The City may consider approval of a project 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 project and the applicant can provide a plan on how to reasonably connect the systems, facilities, and infrastructure to the proposed development.

c. As a prerequisite to any development application approval or development on the Property, Developer shall submit and receive approval of a full drainage plan for the site. This drainage plan shall provide plans for proper retention or detention for runoff generated by the development, together with a plan to mitigate impacts from regional historic stormwater runoff onto or through the Property in accordance with Hurricane City stormwater standards. The drainage plan shall be reviewed and approved by the City Engineer.

7. Reimbursement for Improvements. Developer and Hurricane City may enter into an agreement whereby the developer is reimbursed by the City for the cost of constructing eligible public facilities. All reimbursement agreements shall comply with Hurricane City Code 9-6.

8. Vested Rights and Reserved Legislative Powers.

a. Vested Rights. As of the Effective Date, Developer shall have the vested right to develop and construct the Project in accordance with the uses, maximum permissible densities, intensities, and general configuration of development established in the Approval Documents, subject to compliance with the City Ordinances in existence on the Effective Date. The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann., §10-9a-509.

i. Examples of Exceptions to Vested Rights. Notwithstanding the foregoing, the Parties understand and agree that the Project will be required to comply with future changes to City Laws that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the City that would be applicable to the Project:

1. Developer Agreement. Future laws that Developer agrees in writing to the application thereof to the Project;

2. Compliance with State and Federal Laws. Future laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

3. Safety Code Updates. Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare; or,

4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.

5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.

a. Reserved Legislative Powers. The Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation of the police powers, such legislation shall not modify the Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 10-9a-509 of the Municipal Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law. Notwithstanding the foregoing, the City reserves the right to enact an ordinance in accordance with Utah Code Ann. §10-9a-504 establishing a temporary land use regulation for any part or all of the area within the municipality, including area within the Project, which prohibits or regulates issuance of any building permit or the erection, construction, reconstruction or alteration of any building or structure or any subdivision approval if the City Council makes a finding of compelling countervailing public interest in accordance with Utah and federal law after notice to Developer and an opportunity to be heard.

9. Default. An "Event of Default" shall occur under this Agreement if any party fails to perform its obligations hereunder when due and the defaulting party has not performed the delinquent obligations within sixty (60) days following delivery to the delinquent party of written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party shall not be in default so long as that party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete.

10. Default and Remedies. Failure of a party to perform any of the Party's obligations under this Agreement within a thirty (30) day period (the "**Cure Period**") after written notice thereof from the other party shall constitute a default ("**Default**") by such failing party under this Agreement; provided, however, that if the failure cannot reasonably be cured within thirty (30) days, the Cure Period shall be extended for the time period reasonably required to cure such failure so long as the failing party commences its efforts to cure within the initial thirty (30) day period and thereafter diligently proceeds to complete the cure. Such notice shall specify the nature of the alleged Default and the manner in which such Default may be satisfactorily cured, if possible. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action.

a. In the event of an uncured Default, the non-defaulting party shall, in addition to any other remedy allowed by law, be entitled to the court's imposition of specific performance and /or injunctive relief, but not monetary damages. All rights and remedies under this Agreement, and /or statute or common law shall be deemed cumulative and the selection of one of the rights or remedies shall not be deemed a waiver of any other right or remedy.

b. If City elects to consider terminating this Agreement due to a Default by Developer, then City shall give to Developer written notice of City's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by City's legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If City's legislative body determines that a material uncured Default has occurred and is continuing, City may thereafter pursue the remedy of termination through an appropriate judicial proceeding.

11. Specific Acts of Default. The Parties hereto agree that any of the following occurrences, acts or failure to act shall constitute a Default by Developer, for which City may elect to terminate the agreement in accordance with Section 8 above: (a) the filing of a petition in bankruptcy by Developer, (b) foreclosure on any portion of the Property which has the effect of creating an unapproved or illegal subdivision under Utah law or City ordinances, (c) the Developer's failure to comply with the requirements of any Section above, or (d) Developer's failure, without good cause as determined in good faith by City, for a period of five (5) years to commence construction of improvements in any new development phase or new Development Parcel. Upon such termination, all approvals or development rights granted hereunder to Developer shall lapse and all obligations of City hereunder shall cease.

12. 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: Balance of Nature
1568 S. River Rd
ST George, UT 84790

To the City: City of Hurricane
Attention: Dayton Hall, City Attorney
68 S. 700 W.
Hurricane, UT 84737

13. 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.

m. Termination.

i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the final plat for any portion of the Property has not been recorded in the Office of the Washington County Recorder within five (5) years from the date of this Agreement, or the Property has not received final site plan approval within five (5) years from the date of this Agreement (the "Term"), or upon the occurrence of an event of default of this Agreement that is not cured, the City shall have the right, but not the obligation, at

the sole discretion of the City Council, to terminate this Agreement as to the defaulting party (*i.e.*, the Developer). The Term may be extended by mutual agreement of the Parties.

ii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the City and the defaulting party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

14. Assignability. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer with the consent of the City as provided herein.

a. Notice. Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

b. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

c. Grounds for Denying Assignment. The City may only withhold its consent if the City is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.

d. Assignee Bound by this Agreement. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

15. Sale or Conveyance. If Developer sells or conveys parcels of land, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, and density as applicable to such parcel and be subject to the same limitations and rights of the City as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the City except as otherwise provided herein.

16. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

17. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

18. Force Majeure. Except for termination of this Agreement due to Developer's failure to record a final plat or obtain a final site plan on the Property within five (5) years of the date of this Agreement, any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

19. 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.

HURRICANE CITY CORPORATE SEAL WASHINGTON COUNTY UTAH

CITY:

HURRICANE CITY

ATTEST:

By: Cindy Betenag
City Recorder Cindy Betenag

By: Nanette Billings
Mayor Nanette Billings

DEVELOPER:

By: _____
Name: Douglas Howard
Title: CEO BALANCE OF NATURE

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the 10th day of August, 2023 personally appeared before me Douglas Howard, CEO of who being by me duly sworn, did say that he is the Molly's View, LLC, a Nevada limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

NOTARY PUBLIC
Alicia Herret
709425
Commission Expires
November 26, 2023
STATE OF UTAH

Alicia Herret
Notary Public
Residing at: Washington, UT

EXHIBIT A
Legal Description Parcel:

The South One-Half of the Northeast Quarter (S½NE¼) and North One-Half of the Southeast Quarter (N½SE¼) of Section 17, Township 42 South, Range 13 West, of the Salt Lake Base and Meridian.

LEGAL DESCRIPTION FOR M-1 AND PDO R1-10 ZONES

ENTIRE PARCEL LEGAL DESCRIPTION:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N01°04'40"E, ALONG THE QUARTER SECTION LINE 1321.37 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION; THENCE N01°04'40"E ALONG THE QUARTER SECTION LINE, 1322.71 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE S88°55'19"E ALONG THE SIXTEENTH LINE, 2629.96 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE S01°02'06"W ALONG THE EAST SECTION LINE, 1321.10 FEET TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE S01°02'13" ALONG THE EAST SECTION LINE, 1321.10 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE N88°57'47"W ALONG THE SIXTEENTH LINE, 2631.90 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 6,953,936 SQUARE FEET OR 159.640 ACRES

PARCEL LEGAL DESCRIPTION: M-1

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE N01°02'11"E ALONG THE QUARTER SECTION LINE, 894.38 FEET;

THENCE N30°35'24"E 206.36 FEET; THENCE N59°24'36"W 424.52 FEET;

THENCE N88°48'29"W 677.65 FEET;

THENCE S01°04'40"W 1285.11 FEET TO THE SIXTEENTH SECTION LINE;

THENCE S88°57'47"E ALONG SAID LINE, 946.09 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 1,205,901 SQUARE FEET OR 27.684 ACRES.

PARCEL LEGAL DESCRIPTION PDO: R1-10

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N01°01'13"E ALONG THE EAST SECTION LINE, 1321.10 FEET TO THE POINT OF BEGINNING;

THENCE N88°57'47"W ALONG THE SIXTEENTH SECTION LINE, 1685.81 FEET;

THENCE N01°02'11"E 894.38 FEET; THENCE N30°35'24"E 206.36 FEET;

THENCE N59°24'36"W 424.52 FEET; THENCE N88°48'29"W 677.65 FEET TO THE QUARTER SECTION LINE; THENCE N01°04'40"E ALONG SAID LINE, 36.26 FEET TO THE CENTER QUARTER CORNER OF SECTION 17;

THENCE N01°04'40"E ALONG THE QUARTER SECTION LINE, 1322.71 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION;

THENCE S88°55'19"E ALONG THE SIXTEENTH LINE, 2629.96 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION;

THENCE S01°02'06"W ALONG THE EAST SECTION LINE, 1321.10 FEET TO THE EAST QUARTER CORNER OF SAID SECTION;

THENCE S01°02'13" ALONG THE EAST SECTION LINE, 1321.10 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17 TO THE POINT OF BEGINNING.

AREA CONTAINS 5,748,035 SQUARE FEET OR 131.957 ACRES.

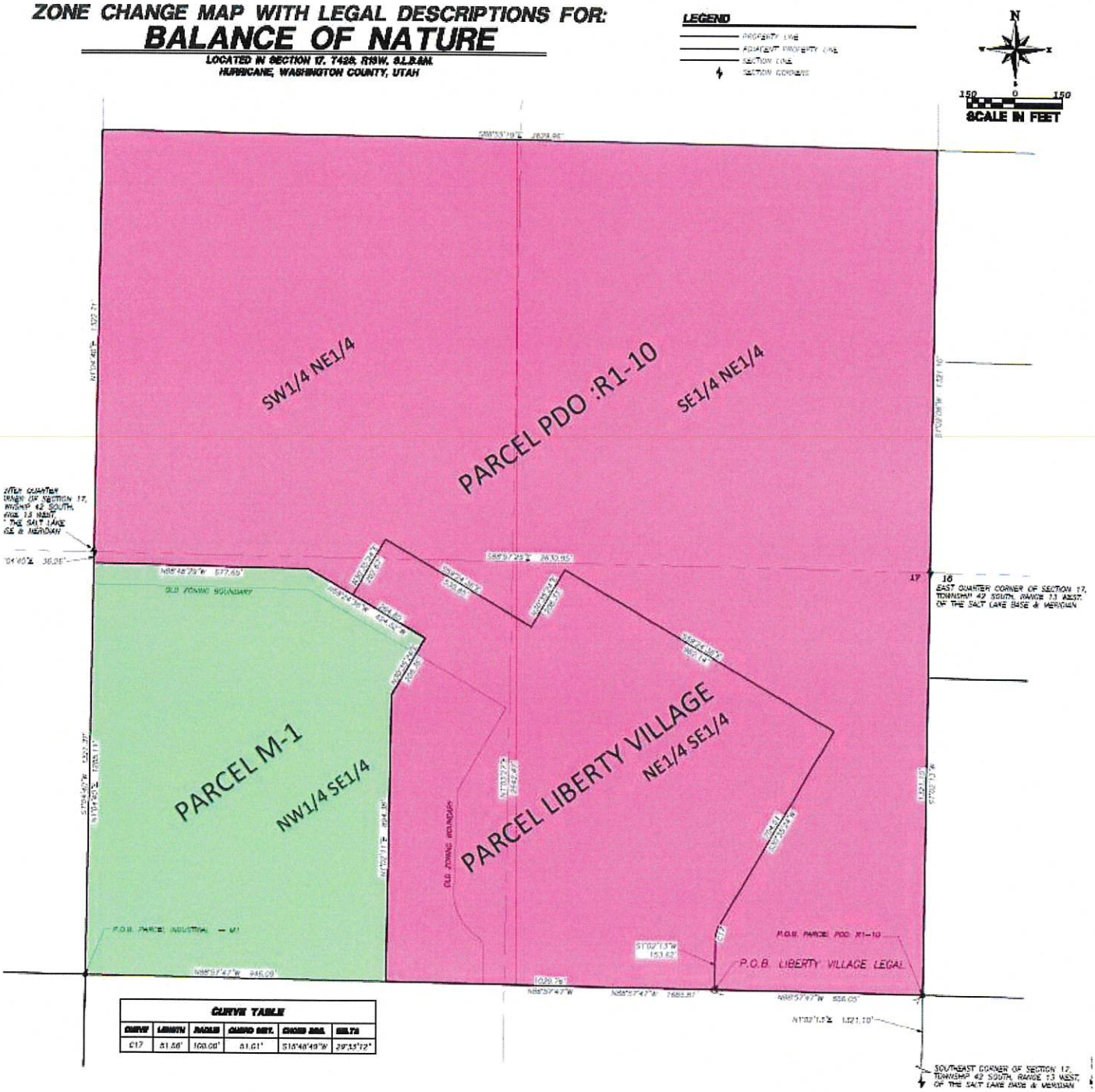
EXHIBIT B
City Council Minutes for November 1, 2021

5. Consideration and possible approval of a proposed **zone change located at approximately 2700 S and 2300 W from RA-1 to R1-10 with a PDO for 133 acres and M-1 for approximately 27 acres.** Parcel number H-3373-NP. Molly's View, LLC Douglas Howard, CEO Applicant. Richard Wedig Agent.

Tom Patent with Orcutt Winslow Architect reported that the applicant agrees to the development agreement, and he provided a Master Plan Booklet for the development. They will have to extend infrastructure to the site, and they have submitted the preliminary drainage plan. However, the water that flows through this site will have to be addressed. The mission and goal of the community is to create a community based on family, health, wellness, and spirituality. The project contains expansive community gardens and green space. The proposed community hospital and medical campus will provide emergency services for this area of town. Councilwoman Billings reported that people are excited about the American Village and the services the PID will provide.

Nanette Billings motioned to approve the zone change located at approximately 2700 S and 2300 W from RA-1 to R1-10 with a PDO for 133 acres and M-1 for approximately 27 acres as presented subject to staff comments and development agreement. Seconded by Kevin Tervort. Darin Larson, Dave Sanders, Nanette Billings, and Kevin Tervort, voting aye. Joseph Prete abstained. **Motion carried.**

EXHIBIT C
Approved Zone Change Map



CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD BRG.	CHORD DIST.	DELTA
C17	51.56'	100.00'	51.01'	S15°48'49"W	29°33'72"

EXHIBIT D
Site Plan

BALANCE OF NATURE | Balance Pointe | Hurricane, Utah | Illustrative Master Plan

January 4, 2024

RECORD OF APPROVAL

for Liberty Village to Proceed under the Terms of the Development Agreement dated March 3, 2023, and Recorded with the County Recorder on August 22, 2023.

Recitals and Findings:

A. Liberty Village is a proposed nonprofit development that will educate the public about American history, government and the public's responsibility to be involved citizens.
B. Liberty Village is seeking to break ground early this year with a park and parking lot, and continue with other buildings in future years.
C. Liberty Village is located on a portion of a 160-acre parcel that was granted a zone change in November of 2021. As a condition of the zone change, a development agreement was recorded that requires, among other things, that no development of the property would be approved until such time that utilities and services were available and had been extended to the property (the "Development Agreement").
D. This property is located within an area of the City where, due to inadequate public facilities (mostly water, power, and associated easements and rights-of-ways), subdivision applicants have not been approved unless the developer has secured easements and constructed (or paid for the construction of) the necessary improvements to extend adequate capacity to the development.
E. However, residential building permit applications on existing parcels, which do not require subdivisions and additional lots, have not been denied.
F. Liberty Village is not seeking to subdivide the property.
G. The City Council finds that Liberty Village distinguishable from other proposed developments because it is a nonprofit, educational development, which is not seeking to subdivide, and that its impact is comparable to residential building permits that are presently being allowed on existing parcels.
H. The City Council finds that adequate public facilities presently exist to support the limited, educational development proposed for Liberty Village.

Approval:

1. Based on the findings within this document, the Hurricane City Council authorizes the Liberty Village project to proceed with development under the terms of the Development Agreement.

Conditions, Requirements, and Limitations:

1. Liberty Village shall be required to obtain and construct all requisite connections to City infrastructure, including securing the dedication of roadways, constructing roadways, constructing water, power, and other utility connections.
2. Liberty Village shall be required to apply for and obtain approval of a site plan for the project, and to comply with all other requirements of the City Code.
3. The approval within this document is only the City Council's authorization under the Development Agreement to proceed with development of Liberty Village, based on the

finding that adequate public facilities exist for the proposed, limited educational development.

4. Liberty Village assumes the risk that water flows, water pressures, electrical voltages, and similar utility services are inadequate to meet building and fire code requirements necessary for future approvals.
5. Except as stated in this document, all other requirements and conditions within the Development Agreement shall remain in full force and effect.

DATED this 4th day of January, 2024.

Nanette Billings, Mayor

Attest:

Cindy Beteag, Recorder

The foregoing document was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 4th day of January, 2024. Whereupon a motion to adopt and approve said document was made by Kevin Thomas and seconded by David Hirschi. A roll call vote was then taken with the following results:

	Yea	Nay	Abstain	Absent
David Hirschi	✓			
Kevin Thomas	✓			
Clark Fawcett	✓			
Drew Ellerman	✓			
Joseph Prete	✓			

Cindy Beteag

Memo: Balance of Nature – Parking Analysis (EPS#22-0167)

Date: 06/21/23
TO: City of Hurricane
FROM: Eric Maceyko, P.E., PTOE
Kelly Fletcher, P.E.

INTRODUCTION

The proposed Balance of Nature mixed-use master planned development is located in southwestern Hurricane, Utah. The proposed site sits on approximately 160 acres located at the northwest corner of the intersection of the 3000 South and 2100 West roadway alignment. It will consist of several diverse land uses of variable intensity including:

- Residential (apartments over retail, townhomes, duplexes and single-family lots)
- Corporate Headquarters
- Miscellaneous Offices
- Manufacturing /Warehousing
- Retail / Services
- Recreation

The proposed development is planning to provide several parking areas including dedicated lots, parking on angled local access roads and a multi-story parking garage. Preliminary site planning has indicated that a total potential on-site parking supply of 4,321 spaces can be provided.

EPS Group has been retained to conduct a Parking Analysis for the proposed development. The primary objective is to evaluate the anticipated parking demand and determine the recommended number of parking spaces to provide adequate operation based on the unique nature and mixture of land uses for the proposed development.

LOCATION & SITE PLAN

Figure 1 provides a vicinity map of the proposed site location in the southwestern area of the City of Hurricane. The proposed site is located on the northwest corner of the intersection of the 3000 South and 2100 West roadway alignment. The surrounding area is largely undeveloped and mostly consists of vacant land or agricultural uses.

Figure 2 provides an illustrated depiction of the proposed development site plan. The current plan includes provision of 4,321 parking spaces. Multiple connections are also planned from the parking areas to the adjacent road network. A copy of the more detailed site plan with the land use areas depicted is included in **Attachment A**. A summary of the land uses by phase are included below:

- *Phase 1A & 1B:*
  - Adjacent roadway construction
- *Phase 2A & 2B*
  - Warehouse / Manufacturing sitework
  - Warehouse / Manufacturing (671,982 square feet of building area)
  - Horse and Carriage Grounds (11,700 square feet of building area)
  - Liberty Village Grounds, Ph. 1 (1,000 square feet of building area)
- *Phase 2C*
  - Liberty Village Grounds, Ph. 2 (23,000 square feet of building area)
- *Phase 3*
  - Mixed Use Residential:
    - Studio (32 dwelling units)
    - 1 Bedroom (46 dwelling units)
    - 2 Bedroom (30 dwelling units)
  - Amphitheater
  - Retail/Office/Restaurants (46,000 square feet of building area)
  - Gym (12,600 square feet of building area)
  - Visitor Center/Recreation (12,600 square feet of building area)
  - Town Square with water feature
  - Corporate Offices (175,000 square feet of building area)
- *Phase 4*
  - Corporate Offices Expansion (525,000 square feet of building area)
  - Single-Family Residences (186 dwelling units)
- *Phase 5*
  - Liberty Village Grounds, Ph. 3 (48,120 square feet of building area)

- *Future*
  - Hospital (64,200 square feet of building area)
  - Future School (10,196 square feet of building area)

It is important to note that the guiding vision employed during the proposed development layout and planned land uses was to create a destination with a synergistic theme. This includes such design choices as a town center with compact roads and on-street parking, dense residential dwelling units above retail uses, horse and carriage rides, and extensive trails and community amenities. The intent is to incorporate design elements that deemphasize a motor vehicle driven development. It is therefore anticipated that the provision of excess motor vehicle parking would be detrimental to the development plan, and a reduced parking requirement is being requested.

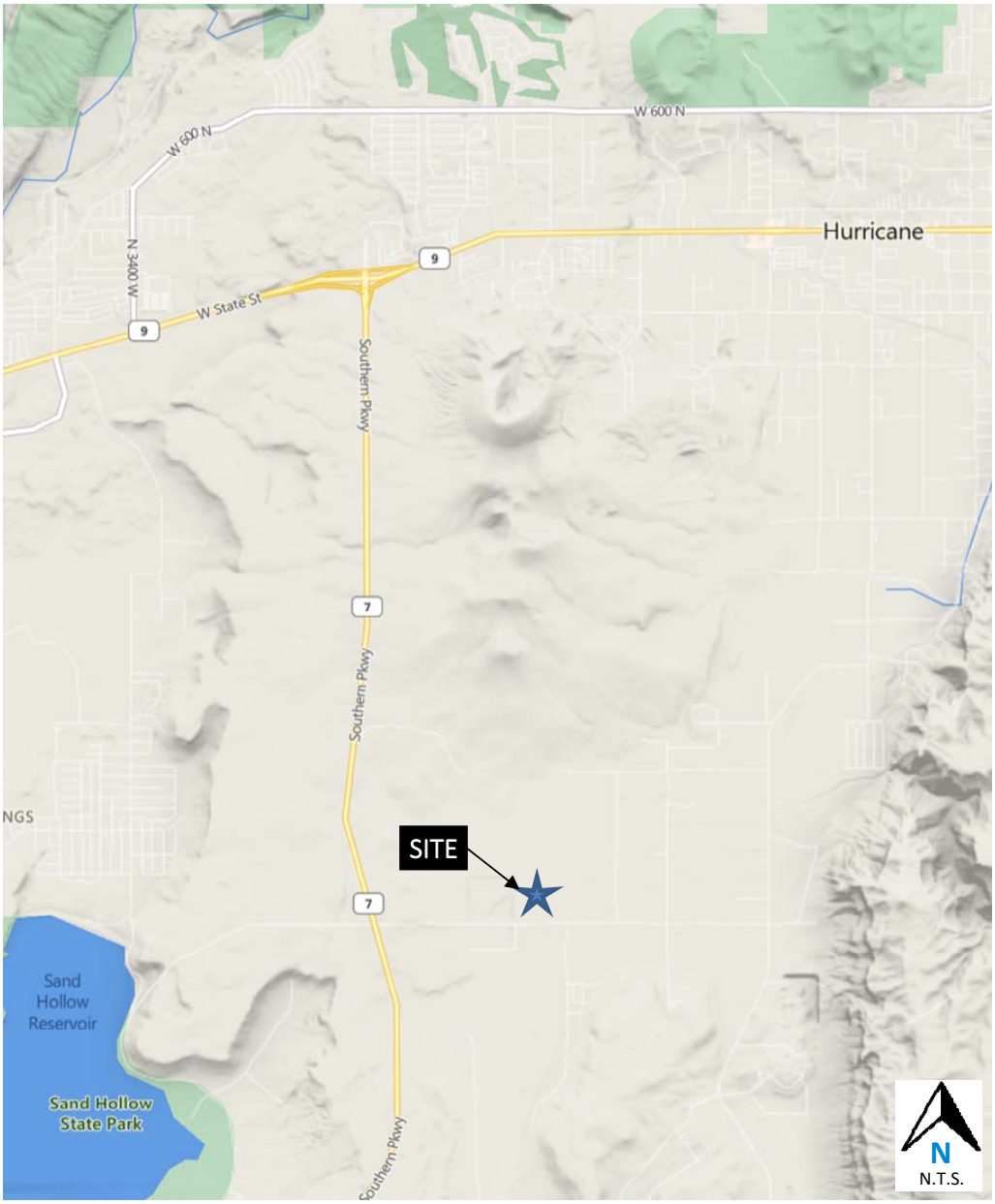


Figure 1: Proposed Site Location

Figure 2: Proposed Development Site Plan

PARKING ANALYSIS

Parking analysis was conducted utilizing four (4) sources suitable for the proposed development including:

- City of Hurricane Code of Ordinances
- *Parking Generation*, 5th edition by Institute of Transportation Engineers (ITE)
- *Shared Parking*, 3rd edition by Urban Land Institute (ULI)
- Shared Parking concepts from ITE

In addition to the previously provided information regarding planned land uses and intensities, discussions with the developer have yielded additional information currently available for each use (i.e. number of employees, number of bedrooms, planned school enrollment, etc.)

Due to the unique nature and location of the proposed development, none the above sources can be solely relied on. Therefore, the approach of this analysis was to utilize all pertinent data and methodologies from each source to develop a combined result. The following sections detail the analysis results from each source.

City of Hurricane Code of Ordinances:

Per *Chapter 34 - Off-Street Parking and Loading* of the Hurricane Code of Ordinances, several criteria for required parking is provided for a multitude of different land uses. A copy of the City criteria is included in **Attachment B**. **Table 1** thru **Table 7** provide the required parking calculations for each phase, as well as the total for the entire development. In instances where a specific use did not have an applicable criterion, a reasonable estimate based on the anticipated number of employees and / or planned operation was utilized as noted.

Table 1: City of Hurricane Parking Code Results – Phase 2B

LAND USE	AMOUNT	PARKING REQUIREMENT RATE	SPACES
Manufacturing, Mineral extraction, Wholesale and warehousing	671982 SF	1 space per 1,000 square feet of gross floor area	672.0
	491 Employees	1 space per employee on highest shift	491.0
Maximum Warehouse/Manufacturing Total			*672*
Horse & Carriage Grounds	6 Employees	1 space per employee*	6.0
Phase 1 Liberty Village Grounds	10 Employees	1 space per employee *	10.0
PHASE 2B TOTAL			**688**

**No applicable criteria available, assumed to be 1 parking space per employee*

Table 2: City of Hurricane Parking Code Results – Phase 2C

LAND USE	AMOUNT	PARKING REQUIREMENT RATE	SPACES
Phase 1 Liberty Village Grounds	23000 SF	1 space per 300 square feet of gross floor area*	76.7
PHASE 2C TOTAL			**77**

**No applicable criteria available, assumed to be 1 parking space per 300 square feet*

Table 3: City of Hurricane Parking Code Results – Phase 3

LAND USE	AMOUNT	PARKING REQUIREMENT RATE	SPACES
Dwelling, multiple-family: Studio and 1 bedroom units	78 Dwelling Units	1.5 spaces per dwelling unit	117.0
Dwelling, multiple-family: 2 or more bedroom units	30 Dwelling Units	2 spaces per dwelling unit	60.0
Multiple-Family Total			177.0
Recreation and entertainment, indoor: Other uses (Gym)	12600 TGSF	1 space per 300 square feet of gross floor area	42.00
Recreation and entertainment, indoor: Other uses (Visitor Center)	12600 TGSF	1 space per 300 square feet of gross floor area	42.00
Office, general	16000 SF	1 space per 250 square feet of gross floor area	64.0
Retail, general	20000 SF	1 space per 250 square feet of gross floor area	80.00
Restaurant, general	10000 SF	1 space per 100 square feet of gross floor area	100.00
Office, general (Corporate)	175000 SF	1 space per 250 square feet of gross floor area	700.0
PHASE 3 TOTAL			**1,205**

Table 4: City of Hurricane Parking Code Results – Phase 4

LAND USE	AMOUNT	PARKING REQUIREMENT RATE	SPACES
Dwelling, single-family	186 Dwelling Units	2 spaces per dwelling unit	372.0
Office, general (Corporate)	525000 SF	1 space per 250 square feet of gross floor area	2,100.0
PHASE 4 TOTAL			**2,472**

Table 5: City of Hurricane Parking Code Results – Phase 5

LAND USE	AMOUNT	PARKING REQUIREMENT RATE	SPACES
Phase 1 Liberty Village Grounds	48120 SF	1 space per 300 square feet of gross floor area*	160.4
PHASE 5 TOTAL			**161**

**No applicable criteria available, assumed to be 1 parking space per 300 square feet*

Table 6: City of Hurricane Parking Code Results – Future

LAND USE	AMOUNT	PARKING REQUIREMENT RATE	SPACES
Hospital	100 Beds	2 spaces per bed	200.0
School, elementary, middle,high, and vocational	25 Employees	1 space per employee	25.0
	7 Classrooms	2 spaces per classroom	14.0
	0 Students	1 space for every 3 students of driving age	0.0
School Total			*39.0*
FUTURE TOTAL			**239**

Table 7: City of Hurricane Parking Code Results – Total

PHASE	SPACES
PHASE 2B TOTAL	*688*
PHASE 2C TOTAL	*77*
PHASE 3 TOTAL	*1,205*
PHASE 4 TOTAL	*2,472*
PHASE 5 TOTAL	*161*
FUTURE TOTAL	*239*
GRAND TOTAL	**4,842**

As summarized in **Table 7**, a total of 4,842 parking spaces are required. It should again be noted that the proposed development is planning to provide land uses and design elements that are not adequately captured within the City Code. Therefore, the following sections detail the expected demand for each specific operations to determine anticipated typical use.

ITE Parking Generation:

In 2019, the Institute of Transportation Engineers (ITE) published the fifth edition of *Parking Generation*. This document provides parking supply and demand data for 121 separate land use categories. The data provides hourly counts of parked vehicles at land uses throughout North America that can be utilized to predict future parking demand at similar land uses. This resource contains accurate parking demand data and each individual hour of the day contains a unique value.

Review of the available land use codes revealed that several of the codes provided suitable data for the planned uses. The following applicable land use codes and their respective descriptions are provided below:

Land Use Code 140: Manufacturing

> "A manufacturing facility is an area where the primary activity is the conversion of raw materials or parts into finished products. Size and type of activity may vary substantially from one facility to another. In addition to the actual production of goods, manufacturing facilities generally also have office, warehouse, research, and associated functions."

Land Use Code 150: Warehousing

> "A warehouse is primarily devoted to the storage of materials, but it may also include office and maintenance areas."

Land Use Code 220: Multifamily Housing (Low-Rise)

> "Low-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and with one or two levels (floors) of residence."

Land Use Code 492: Health/Fitness Club

> "A health/fitness club is a privately-owned facility that primarily focuses on individual fitness or training. It typically provides exercise classes, fitness equipment, a weight room, spa, locker rooms, and a small restaurant or snack bar. This land use may also include ancillary facilities, such as a swimming pool, whirlpool, sauna, limited retail, and tennis, racquetball or handball courts. These facilities are membership clubs that may allow access to the general public for a fee."

Land Use Code 495: Recreational Community Center

> "A recreational community center is a stand-alone public facility similar to and including YMCAs. These facilities often include classes and clubs for adults and children; a day care or nursery school; meeting rooms and other social facilities; swimming pools and whirlpools; saunas; tennis, racquetball, handball, basketball and volleyball courts; outdoor athletic fields/courts; exercise classes; weightlifting and gymnastics equipment; locker rooms; and a restaurant or snack bar. Public access is typically allowed and a membership fee may be charged."

Land Use Code 536: Private School (K–12)

> "A private school (K–12) primarily serves students attending kindergarten through the 12th grade but may also include those beginning with pre–K classes. These schools may also offer extended care and day care. Students may travel a long distance to get to private schools."

Land Use Code 610: Hospital

> "A hospital is any institution where medical or surgical care and overnight accommodations are provided to non-ambulatory and ambulatory patients. However, the term "hospital" does not refer to medical clinics (facilities that provide diagnoses and outpatient care only) or nursing homes (facilities devoted to the care of persons unable to care for themselves), which are covered elsewhere in this report."

Land Use Code 710: General Office Building

"A general office building houses multiple tenants. It is a location where affairs of businesses, commercial or industrial organizations, or professional persons or firms are conducted. An office building or buildings may contain a mixture of tenants including professional services, insurance companies, investment brokers, and tenant services, such as a bank or savings and loan institution, a restaurant, or cafeteria and service retail facilities."

Land Use Code 714: Corporate Headquarters Building

"A corporate headquarters building is a single tenant office building that houses the corporate headquarters of a company or organization, which generally consists of offices, meeting rooms, space for file storage and data processing, a restaurant or cafeteria, and other service functions."

Land Use Code 714: Shopping Center

"A shopping center is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. A shopping center's composition is related to its market area in terms of size, location, and type of store. A shopping center also provides on-site parking facilities sufficient to serve its own parking demands."

Land Use Code 932: High-Turnover (Sit-Down) Restaurant

"This land use consists of sit-down, full-service eating establishments with a typical duration of stay of 60 minutes or less. They are commonly referred to as casual dining. This type of restaurant is usually moderately priced and frequently belongs to a restaurant chain. Generally, these restaurants serve lunch and dinner; they may also be open for breakfast and are sometimes open 24 hours a day. These restaurants typically do not accept reservations. A patron commonly waits to be seated, is served by wait staff, orders from a menu, and pays after the meal. Some facilities offer carry-out for a small proportion of its customers. Some facilities within this land use may also contain lounge or bar area for serving food and alcoholic drinks."

There are several independent variables, and calculation methods, available for the above land use codes. Each one was evaluated to in order to determine whether the proposed development intensity was within the data range and was statistically reliable. It should also be noted that in some cases *Parking Generation* provides data for urban and suburban sites. Only the data for suburban sites were considered to provide a conservative analysis.

Table 8 provides the weekday summary of the *ITE Parking Generation* calculation results for the proposed development. The full worksheets are also provided in **Attachment C**.

Table 8: *ITE Parking Generation* Results

PHASE	SPACES
PHASE 2B TOTAL	*414*
PHASE 2C TOTAL	*77*
PHASE 3 TOTAL	*945*
PHASE 4 TOTAL	*1,648*
PHASE 5 TOTAL	*160*
FUTURE TOTAL	*496*
GRAND TOTAL	**3,740**

As can be seen in the above table, the estimated maximum peak parking demand is 3,740 parked vehicles. It should also be noted that similar to the previous section, there were instances where a specific use did not have an applicable associated criterion. The same estimates utilized in the previous section were also included in the above calculations and in subsequent sections.

ULI Shared Parking:

The Urban Land Institute (ULI), a nonprofit education and research institute, in conjunction with the International Council of Shopping Centers (ICSC) published the second edition of Shared Parking. The key goal of this publication is to find a balance between providing adequate parking to support a successful development while minimizing excessive land area devoted to parking. This document also provides hourly variations for a multitude of different land uses.

The ULI reference provides base rates for reported employee and visitor parking demand during a typical weekday. A combination of these base rates were utilized, based on provided operational data, to estimate the recommended number of parking spaces that will be needed as part of each land use.

The shared parking analysis was conducted utilizing both the ULI and City of Hurricane base parking calculations. The shared parking analyses for the proposed mixed-use development indicates a peak demand from 4,569 to 5,185 parking spaces. Therefore, a reduction of 273 from the City of Hurricane standard parking requirements can be applied based on the anticipated operation and capacity of the site to share parking spaces. **Attachment D** contains a copy of the ULI provided data and resultant shared parking calculation results.

ITE Shared Parking:

A shared parking analysis was also conducted utilizing the ITE provided time of day percentages provided in *Parking Generation*. The estimated parking demand for each operational hour of the day was calculated based on the percent usage per land use type during that hour. **Attachment E** contains a summary of the shared parking calculation results.

The shared parking analysis was conducted utilizing the ITE and City of Hurricane base parking calculations. The shared parking analyses for the proposed mixed-use development indicates a peak demand of 3,503 to 4,543 parking spaces. Therefore, a reduction of 299 to 1,339 parking spaces from the City of Hurricane standard parking requirements can be applied based on the anticipated operation and capacity of the site to share parking spaces.

RESULTS

Based on the available City criteria, a total of 4,842 parking spaces would be required. The proposed development is planning to provide several parking areas including dedicated lots, parking on angled local access roads and a multi-story parking garage. Preliminary site parking has indicated a total potential on-site parking supply of 4,321 spaces can be provided.

Due to the unique nature and location of the proposed development, as well as the anticipated operation and capacity of the site to share parking spaces, no one source can be solely relied on. The following table summarizes the results of the parking analysis from each applicable source:

CRITERIA	REQUIRED PARKING SPACES	% REDUCTION FROM CODE
ITE Peak Parking Demand Calculations	3,740	-23%
ULI Shared Parking	5,185	N/A
ULI Shared Parking (Hurricane)	4,569	-6%
ITE Shared Parking	3,503	-28%
ITE Shared Parking (Hurricane)	4,543	-6%
Parking Provided by Site	**4,321**	**-10.8%**

As can be seen above, the results indicate that a reduction of up to 28% (least conservative methodology) from the City of Hurricane standard parking requirements should be considered based on the expected opportunity to share parking.

ATTACHMENTS:

A. Proposed Development Site Plan
B. City of Hurricane Parking Code
C. ITE Parking Generation Calculations
D. ULI Shared Parking Calculations
E. ITE Shared Parking Calculations

Expires:6/30/2026

ATTACHMENT A
PROPOSED DEVELOPMENT SITE PLAN

KEYNOTES

1. VISITOR PARKING
2. CARRIAGE HOUSE PICK-UP
3. ENTRY FEATURE / MONUMENT SIGNAGE
4. ENTRY PEDESTRIAN NODE PARK
5. LAKE / WATER FEATURE
6. COMMUNITY WATER TANK
7. ORCHARD GROVE
8. COMMUNITY GARDENS / AGRARIAN FIELDS
9. COMMUNITY PARK
10. COLONIAL CHURCH
11. CHARTER SCHOOL
12. HOSPITAL / MEDICAL AND WELLNESS CAMPUS
13. PATRIOT'S VILLAGE
14. TOWN SQUARE
15. GYM
16. VISITORS / RECREATION CENTER
17. BALANCE OF NATURE TRIAD SCULPTURE
18. STAGE / SHADE STRUCTURES
19. AMPHITHEATER
20. THE GREAT LAWN
21. SHADE STRUCTURES
22. MANUFACTURING FACILITY
23. HEADQUARTERS CAMPUS
24. PARKING
25. HORSE AND CARRIAGE COBBLESTONE ROADS
26. MULTI-PURPOSE TRAILS
27. ROW HOUSING
28. GREEN COURTS
29. ALLEY HOMES
30. SMALL LOT SINGLE-FAMILY (3-5 DU/AC)
31. LARGE LOT SINGLE-FAMILY (0-3 DU/AC)
32. MIXED-USE COMMERCIAL / RESIDENTIAL
34. PROPOSED WELL LOCATION

NORTH

NTS

21-0167

BALANCE OF NATURE

BoN Gardens

Hurricane, Utah

Illustrative Master Plan

L-1.01

06.30.2023

orcutt | winslow

EPS GROUP

ATTACHMENT B
CITY OF HURRICANE PARKING CODE

CHAPTER 34. - OFF STREET PARKING AND LOADING

Sec. 10-34-1. - Purpose.

The purpose of this chapter is to assure the provision and maintenance of off street parking and loading facilities in proportion to the parking and loading demand of land uses. The requirements of this chapter are intended to assure useful and attractive parking and loading facilities, to protect public safety, and to mitigate adverse land use impacts.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

Sec. 10-34-2. - Scope.

The requirements of this chapter are applicable to all new development requiring motor vehicle access under the provisions of this title. The requirements of this chapter shall not be construed to prohibit or limit other applicable provisions of this title, this Code, and other laws.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

Sec. 10-34-3. - Parking to be provided.

A. *Off street parking required.* Every land use established under the authority of this title shall have parking required by this chapter. When any building or structure is erected, enlarged or increased in capacity, or any use is established or changed, parking shall be provided in accordance with the requirements of this chapter.

B. *Continuing obligation to provide parking.* Provision of parking as required by this chapter shall be a continuing obligation so long as a use continues which requires parking. It shall be unlawful for any owner, land use operator, or person responsible for providing parking to discontinue or dispense with required parking facilities without providing an alternate parking area which meets the requirements of this chapter.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

Sec. 10-34-4. - Parking calculation.

The following provisions shall be used to calculate the total number of parking spaces required by this chapter:

A. *More than one use on lot.* If a lot contains more than one use, parking spaces shall be provided in an amount equal to the total of the requirements for each use unless shared parking is permitted pursuant to this chapter.

B. *Fixed seating.* Where seating consists of chairs, benches, pews or other forms of fixed seating, parking shall be calculated at the rate of one parking space per four seats.

C. *Square foot basis.* Parking requirements based on square footage shall be calculated using gross floor area (GFA) unless otherwise provided in this chapter.

D. *Employee basis.* Parking requirements based on the number of employees shall be calculated using the largest number of persons working on any shift.

E. *Use not listed.* If a use and a corresponding parking standard is not listed in table 10-34-1 of subsection 10-34-10A of this chapter, the Zoning Administrator shall determine the number of spaces required for such use based on the nearest comparable use or a parking study as provided in subsection 10-34-9F of this chapter.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

Sec. 10-34-5. - Parking location.

A. *On site parking.* Except as allowed in subsection B of this section, all required parking shall be located on the same lot as the use to which it is appurtenant and shall be located within 300 feet from the premises served.

B. *Off site parking.* Where practical difficulties exist in providing on site parking or if public safety or convenience, or both, would be better served by locating parking on a separate lot, the Planning Commission may authorize off site parking subject to the following conditions:

1. Required parking spaces reserved for persons with disabilities shall not be located in an off site parking lot.
2. Off site parking lots shall be located in the same or a more intensive zone which applies to the property where the use served is located.
3. No off site parking space shall be located more than 500 feet from a public entrance of the use served, measured along the route of the shortest legal, practical walking distance. Off site parking shall not be separated from a principal use by a street right-of-way with a width of more than 72 feet.
4. Availability of each off site parking lot shall be assured by an agreement approved by the City which requires:
   a. The parking lot to be continuously available unless an alternative legal parking lot is provided;
   b. All spaces to be available without charge; and
   c. The Zoning Administrator to be notified 30 days prior to the expiration or termination of the agreement.
5.

Before approving an off site parking lot, the Planning Commission shall find that such parking is conveniently usable without causing unreasonable:

a. Hazard to pedestrians;

b. Hazard to vehicular traffic;

c. Traffic congestion;

d. Interference with safe and convenient access to other parking areas in the vicinity;

e. Detriment to the appropriate use of business property in the vicinity; or

f. Detriment to any residential neighborhood.

C. *Temporary Parking.*

1. Unimproved temporary parking areas shall be exempt from the landscaping and paving requirements of this chapter.

2. The City may allow a temporary use approved pursuant to chapter 48 of this title to occupy or use parking areas ordinarily required for a permanent use if it is found that the temporary use will not cause a shortage in parking needed for the permanent use.

D. *Prohibited parking.*

1. Vacant lots, public rights-of-way unless in designated on-street parking spots, or open land areas shall not be used as parking areas for customers or employees.

2. Overnight parking of vehicles for display other than in designated and improved areas shall be prohibited.

E. *Commercial vehicle parking in residential zones.* One commercial vehicle with a rated capacity of more than two tons may be parked for not more than 24 continuous hours in any 30-day period on a lot in a residential zone. Contracting and earthmoving equipment shall not be parked in a residential zone.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003; Ord. No. 2022-36 , 8-18-2022)

Sec. 10-34-6. - Number and type of parking spaces.

A. *Parking required.* Off street parking spaces shall be provided in accordance with this section for every land use authorized by this title except as otherwise expressly allowed by this title. The total number of parking spaces required by this section shall be determined by summing the parking required by each of the subsections in this section.

B. *Standard parking spaces.* Standard parking spaces shall be provided as set forth in table 10-34-1, off street parking schedule, in subsection 10-34-10A of this chapter.

C. *Handicapped parking spaces.* Parking spaces for handicapped persons shall be provided as required by the International Building Code and the Uniform Federal Accessibility Standards Manual.

D. *Stacking parking spaces.* Stacking or queue spaces shall be provided as follows:

1.	Bank drive-through including automatic teller machines	3 per lane
2.	Carwash:	
	a. Automatic wash accessory use	4 per bay
	b. Automatic wash primary use	4 per bay
	c. Self-wash	3 per bay
3.	Gasoline pump island	1 per pump
4.	Fast food restaurant drive-through	5 per lane

E. *Off street loading spaces.* Off street loading spaces with a height clearance of 14 feet or more shall be provided for buildings used for retail, office, industrial, hospital, storage warehousing, and similar uses as follows:

GFA of building	Required number of loading spaces
3,000—20,000 square feet	1
Each additional 20,000 square feet	1

F. *Tandem parking spaces.* Tandem parking spaces shall not qualify as required parking unless approved by the Planning Commission in the following instances:

1. In multi-family dwellings with garages;
2. In conjunction with valet parking service; or
3. To provide one required space for a bed and breakfast, home, or residential hosting facility without specific Planning Commission approval.

G.

Recreational vehicle parking. Adequate and accessible recreational vehicle parking storage areas shall be required in each multi-family and planned residential development project unless the premises are subject to restrictive covenants or other means limiting the parking of such vehicles.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003; Ord. 2015-12, 12-17-2015)

Sec. 10-34-7. - Parking dimensions.

Unless otherwise modified as provided in this chapter, parking space, bay, and related dimensions shall be as follows:

A. *Parking space dimensions.* Parking space and related dimensions shall be as set forth in this section and as shown on section 10-34-10, table 10-34-2 and figure 10-34-1 of this chapter.
   1. Standard parking space: nine by 18 feet.
   2. Carport: minimum inside dimension of nine by 20 feet for each parking space.
   3. Garage: minimum inside dimension of ten by 20 feet and minimum door width of eight feet for each parking space.
   4. Handicapped parking space: standard size plus four-foot unloading area parallel to the length of the space. Loading area may be shared with an adjacent handicapped parking space.
   5. Angle parking space: see section 10-34-10, table 10-34-2 and figure 10-34-1 of this chapter.
   6. Parallel parking space: nine by 22 feet.
   7. Loading space: ten by 25 feet.
   8. Stacking space: ten by 20 feet.
   9. Where the tires of parked vehicles contact curbing, parking stall length may be reduced by two feet if space is available and vehicle overhang does not block a sidewalk.

B. *Driveway dimensions.* Minimum driveway dimensions shall be as follows:
   1. For access to five or fewer spaces: 12 feet.
   2. For access to six or more spaces: 12 feet for one-way traffic; 25 feet for two-way traffic. Driveway width shall not exceed 35 feet.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

Sec. 10-34-8. - Parking lot design and construction.

A. *Parking plans.* Plans for any proposed parking lot shall be submitted to the Zoning Administrator. The plan shall clearly indicate the proposed development, including location, size, shape, design, curb cuts, lighting, landscaping and other features and appurtenances of the proposed

development.

B. *Access to public street.* Except for parking for a single- family or two-family dwelling and townhouses access to a parking space or parking lot shall be from a parking lot aisle and not directly from a public street. Every parking lot shall have access to a public street. Such access may be provided through platted or recorded easements, reciprocal arrangements, or other guaranteed means.

C. *Private driveway.* Parking for single-family and two-family dwellings may be accessed from a public street via a private driveway unless such access is a violation of the City's access management plan and other access is possible. Parking for townhouses may be accessed from a public street with a functional classification of "residential local" via a private driveway. Parking for townhouses on streets with a higher functional classification must provide parking that is accessed from a parking lot aisle and not directly from the public street.

D. *Backing space.* Backing space shall be provided for all parking lots so that cars will not back onto a public street. Public sidewalks shall not be used as a part of the required backing area. Separate exits shall be provided for angled and one-way parallel parking so a vehicle will not exit by backing onto a public street.

E. *Curb cuts.* Curb cuts and driveways allowing access to a public street shall conform to the requirements of chapter 35 of this title.

F. *Internal circulation.* Each parking lot shall provide for traffic circulation on the property adequate to access all parts thereof without the necessity of exiting onto a public street.

G. *Landscaping.* Parking lots shall be landscaped as provided in chapter 32 of this title.

H. *Lighting.* Parking lots used at night shall be adequately lighted and comply with Hurricane City's outdoor lighting standards.

I. *Paving.* Unless expressly provided otherwise in this title, every parking lot required by this title shall:

1. Be paved with asphalt, concrete or some other all weather surfacing material;
2. Maintained to eliminate dust or mud; and
3. Be graded and drained to dispose of all surface water. Such surface water drainage shall not cross a public sidewalk.

J. *Diagonal and perpendicular on-street parking on public streets.* Diagonal and perpendicular street parking on public streets is permitted in multiple-family residential (RM-1 RM-2, and RM-3), mobile home/RV park (MH/RV), open space (OS), public facilities (PF), residential planned development overlay (PDO), and recreation resort (RR) zones when constructed and approved

pursuant to the following standards. Diagonal and perpendicular on-street parking shall only be located on residential local (typical 45-foot right-of-way street section) or residential standard (typical 52-foot right-of-way street section) roadways.

1. Diagonal and perpendicular on-street parking may only be used for a limited percentage of required parking for the following uses:

Use	Percentage or number of street parking of required parking
Multi-family and resort units	10%
Parks	Up to 20 spaces
Multi-family or resort amenities	Up to 20 spaces for each amenity
Commercial	5%
Planned commercial and mixed use	20%
Government and civic use	10%
All other uses	10%

2. Diagonal and perpendicular on-street parking shall be maintained by a homeowners association or other private entity and shall be paved with concrete. Concrete must be six inches minimum and base course must be six inches thick minimum. Public parking for parks or other City amenities shall be maintained by Hurricane City and may be paved with asphalt.
3. Diagonal and perpendicular on-street parking stalls must be terminated by landscaped areas that are a minimum of 20 feet wide, landscaped with two shrubs no higher than two feet, and contain at least one tree pruned and located to ensure proper line of sight is maintained for motorists and pedestrians. The length of the landscaped areas shall match the length of the parking stalls. No more than ten adjacent parking stalls are permitted. A number of parking stalls in excess of ten is permitted if separated by a 20-foot wide landscaped area.
4.

Diagonal and perpendicular on-street parking shall not cross any sidewalk, and sidewalks shall wrap around the outside of parking areas. Where a sidewalk is adjacent to on-street parking and subject to vehicle overhang, the sidewalk must be a minimum of six feet wide. Abrupt sidewalk transitions are not permitted. Changes in alignment greater than a 45-degree angle are abrupt.

5. Diagonal and perpendicular on-street parking shall be located a minimum of 50 feet from any intersection of a public roadway, measured at the intersecting public street's lip of gutter to the nearest edge of the nearest parking stall.
6. Diagonal and perpendicular on-street parking shall be designed to continue stormwater and stormwater conveyance systems.
7. Diagonal and perpendicular on-street parking and sidewalks shall be placed within the right-of-way or proper easements as follows:
   a. Parking areas shall be contained within the right-of-way recorded on the plat, and all right-of-way boundaries shall run parallel with the center line of the street; or
   b. Standard right-of-way cross sections shall apply, and cross access easement shall be recorded on the final plat containing the full parking space and sidewalks for the continued use and access of the public for the sidewalk.

   These standards shall apply to street parking located in or adjacent to a public right-of-way. Proper method of recording these easements or rights-of-way shall be approved by the City.
8. The area designated as the downtown on the general plan map of the City's general plan may use a street parking cross-section that does not comply with this Code as long as it matches the existing cross-section in the area and is approved by the City Engineer. Alternate street parking design may be approved by the City Council as recommended by the City Engineer and the City Planning Department.
9. No on street parking areas shall interfere with other standards and specification within this chapter, Hurricane City Design Standards, International Fire Code, and State of Utah Traffic Codes.
10. On-street parking plans and cross sections shall be subject to approval of the City Engineer.
11. On-street parking stalls shall be 25 feet min from private accesses measured from parking stall to edge of driven access.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003; Ord. No. 2022-36 , 8-18-2022)

Sec. 10-34-9. - Parking modifications.

A. *Modification permitted.* The number of parking spaces required under section 10-34-6 of this chapter may be modified in accordance with the provisions in this section. The purpose of such modifications is to avoid creating unnecessary parking areas that will be essentially unused. In

considering a modification, the Planning Commission may require a parking study to be completed as provided in subsection F of this section.

B. *Existing commercial buildings.* The Planning Commission may authorize modified parking requirements for new commercial uses in existing commercial buildings in order to foster economic development.

C. *Shared use parking.* The Planning Commission may authorize shared use of a parking lot subject to the following conditions:

1. The uses sharing the parking lot are unlikely to produce a substantial demand for parking at the same time. The City may require a shared parking study to be completed which clearly establishes that uses will make use of the shared spaces at different times of the day, week, month or year.
2. Required parking spaces reserved for persons with disabilities shall not be reduced.
3. Ongoing shared use of the parking lot is assured by an agreement or easement approved by the City which requires:
   a. The parking lot to be continuously available unless an alternative legal parking lot is provided;
   b. All spaces to be available without charge;
   c. The Zoning Administrator to be notified 30 days prior to the expiration or termination of the agreement or easement; and
   d. Provision of additional parking up to the amount otherwise required under this chapter if the Zoning Administrator determines, based on parking counts, that a shared parking lot does not satisfy the off street parking demand of the uses involved.

D. *Commercial, retail, office, and mixed use developments.* The Planning Commission may modify the number of parking spaces required or allowed for commercial, retail, office, or mixed use developments after considering the following items and making a finding that adequate parking will be provided:

1. Total number of spaces that would otherwise be required for each individual establishment in the development;
2. Hours of operation for each business establishment located in the development, including peak business hours;
3. Estimated tradeoff between businesses which are open when others are closed;
4. Availability of approved on street or shared parking;
5. Transportation alternatives, including proximity to transit stations; and
6. Car or van pooling programs available to users of the development.

E.

Multi-family and planned developments. The Planning Commission may modify the total number of parking spaces required for multi-family or planned developments after considering the following items and making a finding that adequate parking will be provided:

1. Size of housing units by number of bedrooms;
2. Cost range of units proposed;
3. Owner/tenant characteristics and lifestyle, i.e. singles, couples, families, professionals, retired, elderly, etc.;
4. Examination of existing comparable parking by area or projects;
5. Size of project;
6. Special parking requirements for visitors and recreational vehicles;
7. Future parking expansion capabilities;
8. Transportation alternatives, including proximity to transit stations;
9. Workplace relationships;
10. Handicap requirements;
11. Restrictive covenants; and
12. Availability of approved on street parking for required guest parking.

F. *Parking space study.* When a parking space study is required for a particular use shown in subsection 10-34-10A, table 10-34-1 of this chapter, or when an applicant requests a modification in the number of parking spaces required under section 10-34-6 of this chapter, a parking study shall be provided by the applicant which recommends an adequate number of parking spaces and sets forth the basis of the recommendation.

1. The study shall provide:
   a. Planning and traffic engineering data, including estimates of parking demand based on recommendations from the Institute of Parking Engineers;
   b. Data collected from uses or combinations of uses that are the same or comparable to the proposed project as indicated by density, scale, bulk, area, type of activity, and location;
   c. The source of data used to develop the study's recommendations; and
   d. The name and qualifications of the persons who prepared the study.
2. The Planning Commission shall determine the required number of parking spaces after:
   a. Considering the recommendations of the parking study and any recommendations from City staff; and
   b. Making the findings required under subsection D or E of this section.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003; Ord. 2019-09, 7-18-2019)

Sec. 10-34-10. - Tables and figures.

A. *Off Street Parking Schedule.*

TABLE 10-34-1

OFF STREET PARKING SCHEDULE

Use type	Minimum standard	Notes/additional standard
Agricultural uses:		
Agricultural business	1 space per employee on highest employment shift	
Agricultural processing	1 space per employee on highest employment shift	
Residential uses:		
Assisted living facility	1 space per 5 beds	
Boarding house	1 space per tenant	
Dwelling, earth sheltered	2 spaces per dwelling unit	
Dwelling, multiple-family:		
Studio and 1 bedroom units	1.5 spaces per dwelling unit	
2 or more bedroom units	2 spaces per dwelling unit	
Dwelling, single-family	2 spaces per dwelling unit	

Dwelling, single-family with accessory dwelling unit	3 spaces	
Dwelling, temporary	2 spaces per dwelling unit	
Dwelling, two-family	2 spaces per dwelling unit	
Guesthouse	1 space per dwelling unit	
Manufactured home	2 spaces per dwelling unit	
Protective housing facility	1 space for every 4 residents, plus 1 space per employee on highest employment shift	
Rehabilitation/treatment facility	0.5 space per bed	
Residential facility for elderly or persons with a disability	1 space for every 4 residents, plus 1 space per employee on highest employment shift	
Residential facility for troubled youth	1 space for every 4 residents, plus 1 space per employee on highest employment shift	
Transitional housing facility	1 space for every 4 residents, plus 1 space per employee on highest employment shift	
Public and civic uses:		

Auditorium or stadium	1 space per 6 seats of total seating capacity, plus 1 space per 100 square feet of assembly area within the main auditorium where there are no fixed seats	Each 18 inches of bench space shall be considered as 1 seat
Bus terminal	Parking study required	See subsection 10-34-9F of this chapter
Cemetery	Parking study required	See subsection 10-34-9F of this chapter
Church or place of worship	1 space per 6 seats of total seating capacity, plus 1 space per 100 square feet of assembly area within the main auditorium where there are no fixed seats	Each 18 inches of bench space shall be considered as 1 seat
Club or service organization	1 space per 6 seats of total seating capacity, plus 1 space per 100 square feet of assembly area within the main auditorium where there are no fixed seats	Each 18 inches of bench space shall be considered as 1 seat
College or university	Parking study required	See subsection 10-34-9F of this chapter
Convalescent care facility	1 space per 4 beds, plus 1 space per employee on highest employment shift	
Correctional facility	Parking study required	See subsection 10-34-9F of this chapter

Cultural service	1 space per 300 square feet of gross floor area	
Golf course	4 spaces per hole, plus 1 space per driving range tee	Storage area for golf carts and maintenance vehicles shall be provided
Government service	1 space per 200 square feet of gross floor area	
Hospital	2 spaces per bed	
Operations center	4 spaces, plus 1 space per employee on highest employment shift	
Park	Parking study required	See subsection 10-34-9F of this chapter
Post office	2 spaces, plus 1 space per 200 square feet of gross floor area	Loading zone and storage area for mail vehicles shall be provided
Protective service	4 spaces, plus 1 space per employee on highest employment shift	
Reception center	1 space per 6 seats of total seating capacity, plus 1 space per 100 square feet of assembly area within the main auditorium where there are no fixed seats	

Riding academy or stable	Parking study required	See subsection 10-34-9F of this chapter
School, elementary, middle, high, and vocational	1 space per employee, plus 2 spaces per classroom and 1 space for every 3 students of driving age	
Utility, major	Parking study required	See subsection 10-34-9F of this chapter
Commercial uses:		
Agricultural sales and service	4 spaces, plus 1 space per employee on highest employment shift	Storage area for vehicles for sale or under repair shall be provided
Animal hospital	5 spaces per doctor	
Bail bond service	2 spaces, plus 1 space per 200 square feet of gross floor area	
Bank or financial institution	2 spaces, plus 1 space per 200 square feet of gross floor area	Plus stacking spaces per subsection 10-34-6D1 of this chapter
Bed and breakfast, home	1 space per guestroom, plus 2 spaces for host family	
Bed and breakfast inn	1 space per guestroom, plus 2 spaces for host family/proprietor	

Business equipment rental and supplies	1 space per 250 square feet of gross floor area	
Car wash	1 space per employee	Plus stacking spaces per subsection 10-34-6D2 of this chapter
Club, private	1 space per 100 square feet of gross floor area	10 spaces minimum
Construction sales and service	1 space per 250 square feet of gross floor area	Storage area for vehicles for sale or under repair shall be provided
Convenience store	1 space per 200 square feet of gross floor area	Minimum of 5 spaces
Daycare	4 spaces, plus 1 space per 500 square feet of gross floor area	
Family child daycare facility	1 space for every 5 children authorized	
Family child group care facility	1 space for every 5 children authorized	
Family child preschool facility	1 space for every 5 children authorized	
Family childcare facility	1 space per employee on highest employment shift, plus 1 space for every 5 children authorized	

Funeral home	5 spaces, plus 1 space per 35 square feet of assembly room floor area	
Garden center	1 space per 250 square feet of gross floor area, including outdoor display and sales area	
Gas and fuel, storage and sales	1 space per employee on highest employment shift	
Gasoline service station	1 space per 250 square feet of gross floor area	Plus stacking spaces per subsection 10-34-6D3 of this chapter
Hostel	2 spaces plus 1 space per living or sleeping unit	
Hotel	2 spaces plus 1 space per living or sleeping unit	
Kennel	1 space per 600 square feet of gross floor area	
Laundry or dry cleaning, limited	1 space per 250 square feet of gross floor area	
Liquor store	1 space per 250 square feet of gross floor area	
Media service	1 space per 250 square feet of gross floor area	
Medical or dental laboratory	2 spaces, plus 1 space per employee on highest employment shift	

Medical service	6 spaces per doctor	
Motel	2 spaces, plus 1 space per living or sleeping unit	
Office, general	1 space per 250 square feet of gross floor area	8 spaces minimum
Pawnshop	1 space per 250 square feet of gross floor area	5 spaces minimum
Personal care service	1 space per 250 square feet of gross floor area, plus 1 space per employee on highest employment shift	
Personal instruction service	0.50 space per person under maximum occupancy allowed by fire code, plus 1 space per employee on highest employment shift	
Printing and copying, limited	1 space per 250 square feet of gross floor area	5 spaces minimum
Printing, general	1 space per 250 square feet of retail or office area, plus 1 space for every 500 square feet of additional building area	
Produce stand	6 spaces	Exempt from landscaping and paving requirements
Recreation and entertainment, indoor:		

Bowling alley	5 spaces per alley, plus 2 spaces per billiard table	
Movie theater	1 space per 4 seats	
Tennis, handball and racquetball courts	3 spaces per court	
Other uses	1 space per 300 square feet of gross floor area	
Recreation and entertainment, outdoor	Parking study required	See subsection 10-34-9F of this chapter
Repair service	1 space per 250 square feet of retail or office area, plus 1 space for every 500 square feet of additional building area	
Research service	1 space per employee on highest employment shift	
Residential hosting facility	1 space per guestroom plus 2 spaces for host family	
Restaurant, fast food	1 space per 100 square feet of gross floor area	Plus stacking spaces per subsection 10-34-6D4 of this chapter
Restaurant, general	1 space per 100 square feet of gross floor area	10 spaces minimum
Retail, general	1 space per 250 square feet of gross floor area	

Secondhand store	1 space per 250 square feet of gross floor area	
Shopping center	1 space per 250 square feet of gross floor area, up to 500 spaces	For shopping centers containing more than 500 spaces, 1 space per 500 square feet of gross floor area
Tattoo establishment	1 space per 250 square feet of gross floor area	2 spaces minimum
Tavern	1 space per 100 square feet of gross floor area	10 spaces minimum
Transportation service	Parking study required	See subsection 10-34-9F of this chapter
Vehicle and equipment rental or sale	1 space per 250 square feet of gross floor area, plus 1 space for every 10 vehicles displayed	4 spaces minimum
Vehicle and equipment repair	1 space per 250 square feet of gross floor area	4 spaces minimum; separate storage area for vehicles under repair shall be provided
Veterinary service	5 spaces per doctor	
Warehouse, self-service storage	1 space per employee on highest employment shift	

Wireless telecommunication facility	None	
Industrial uses:		
Automobile wrecking yard	1 space per 1,000 square feet of gross floor area or 1 space per employee on highest shift, whichever is greater	
Freight terminal		
Heavy industry		
Junk or salvage yard		
Laundry services		
Manufacturing	1 space per 1,000 square feet of gross floor area or 1 space per employee on highest shift, whichever is greater	
Mineral extraction		
Wholesale and warehousing		

B. *Parking space and aisle dimensions.*

TABLE 10-34-2

PARKING SPACE AND AISLE DIMENSIONS (in feet)

Dimension factors							
A	B	C	D	E	F	G	H
Two-way aisle:							
90°	9	18	24	9	60	60	18

75°	9	20.3	24	9.5	64	55	18.7
60°	9	20.1	24	10.4	64.2	59.8	17.9
45°	9	19.1	24	12.7	62.2	55.8	15.9
One-way aisle:							
75°	9	20.3	17	9.5	57.6	54.4	18.7
60°	9	20.1	15	10.4	55.2	50.8	17.9
45°	9	19.1	13	12.7	51.2	44.8	15.9

C. *Parking space and aisle Illustration.*

FIGURE 10-34-1

PARKING SPACE AND AISLE ILLUSTRATION

[IMAGE]

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003; Ord. 2015-12, 12-17-2015; Ord. 2017-03, 1-19-2017)

ATTACHMENT C
ITE PARKING GENERATON CALCULATIONS

Phase 2B

LAND USE	AMOUNT	PARKING REQUIREMENT RATE	PARKING REQUIREMENT SPACES
General Light Industrial (LUC 110) - Average Rate	671.982 TGSF	0.65	436.79
General Light Industrial (LUC 110) - Equation	671.982 TGSF	0.60	405.96
General Light Industrial (LUC 110) - 85th Percentile	671.982 TGSF	1.94	1,303.65
General Light Industrial (LUC 110) - Average Rate	491 Employees	0.55	270.05
General Light Industrial (LUC 110) - Equation	491 Employees	0.46	223.61
General Light Industrial (LUC 110) - 85th Percentile	491 Employees	1.39	682.49
Manufacturing (LUC 140) - Average Rate	671.982 TGSF	0.92	618.22
Manufacturing (LUC 140) - Equation	671.982 TGSF	N/A	N/A
Manufacturing (LUC 140) - 85th Percentile	671.982 TGSF	3.36	2,257.86
Manufacturing (LUC 140) - Average Rate	491 Employees	0.81	397.71
Manufacturing (LUC 140) - Equation	491 Employees	0.81	397.83
Manufacturing (LUC 140) - 85th Percentile	491 Employees	1.21	594.11
Warehousing (LUC 150) - Average Rate	671.982 TGSF	0.39	262.07
Warehousing (LUC 150) - Equation	671.982 TGSF	0.40	266.49
Warehousing (LUC 150) - 85th Percentile	671.982 TGSF	1.11	745.90
Warehousing (LUC 150) - Average Rate	491 Employees	0.78	382.98
Warehousing (LUC 150) - Equation	491 Employees	0.63	309.00
Warehousing (LUC 150) - 85th Percentile	491 Employees	1.13	554.83
Warehouse/Manufacturing Total			*618*
*Horse & Carriage Grounds Total**			*10*
*Phase 1 Liberty Village Grounds Total***			*6*
PHASE 2B TOTAL			**635**

**No ITE data available, assumed to have 10 employees with one parking space per employee*

***No ITE data available, assumed to have 6 employees with one parking space per employee*

Phase 2C

LAND USE	AMOUNT	PARKING REQUIREMENT RATE	SPACES
*Phase 2 Liberty Village Grounds Total**			*77*
PHASE 2C TOTAL			**77**

**No ITE data available, assumed to have 23,000 sqft with 1 parking spac per 300 sqft ratio*

Phase 3

LAND USE	AMOUNT	PARKING REQUIREMENT RATE	PARKING REQUIREMENT SPACES
Multifamily Housing (Low-Rise) (LUC 220) - Average Rate	108 Dwelling Units	1.21	130.68
Multifamily Housing (Low-Rise) (LUC 220) - Equation	108 Dwelling Units	1.11	120.00
Multifamily Housing (Low-Rise) (LUC 220) - 85th Percentile	108 Dwelling Units	1.52	164.16
Multifamily Housing (Low-Rise) (LUC 220) - Average Rate	108 Occupied Dwelling Units	1.22	131.76
Multifamily Housing (Low-Rise) (LUC 220) - Equation	108 Occupied Dwelling Units	1.14	123.49
Multifamily Housing (Low-Rise) (LUC 220) - 85th Percentile	108 Occupied Dwelling Units	1.41	152.28
Multifamily Housing (Low-Rise) (LUC 220) - Average Rate	138 Bedrooms	0.66	91.08
Multifamily Housing (Low-Rise) (LUC 220) - Equation	138 Bedrooms	0.64	89.00
Multifamily Housing (Low-Rise) (LUC 220) - 85th Percentile	138 Bedrooms	0.86	118.68
Mixed-Use Residential Total			*123.49*
Health/Fitness Club (LUC 492) - Average Rate	12.6 TGSF	4.73	59.60
Health/Fitness Club (LUC 492) - Equation	12.6 TGSF	6.71	84.54
Health/Fitness Club (LUC 492) - 85th Percentile	12.6 TGSF	8.87	111.76
Health/Fitness Club (LUC 492) - Average Rate	200 Members (100)	9.91	19.82
Health/Fitness Club (LUC 492) - Equation	200 Members (100)	25.45	50.89
Health/Fitness Club (LUC 492) - 85th Percentile	200 Members (100)	22.25	44.50
Athletic Club (LUC 493) - Average Rate	12.6 TGSF	3.05	38.43
Athletic Club (LUC 493) - Equation	12.6 TGSF	6.19	77.96
Athletic Club (LUC 493) - 85th Percentile	12.6 TGSF	5.01	63.13
Athletic Club (LUC 493) - Average Rate	200 Members (100)	8.39	16.78
Athletic Club (LUC 493) - Equation	200 Members (100)	13.00	26.00
Athletic Club (LUC 493) - 85th Percentile	200 Members (100)	13.31	26.62
Gym Total			*84.54*
Recreational Community Center (LUC 495) - Average Rate	12.6 TGSF	2.07	26.08
Recreational Community Center (LUC 495) - Equation	12.6 TGSF	5.60	70.60
Recreational Community Center (LUC 495) - 85th Percentile	12.6 TGSF	3.78	47.63
Recreational Community Center (LUC 495) - Average Rate	60 Members (100)	2.29	1.37
Recreational Community Center (LUC 495) - Equation	60 Members (100)	N/A	N/A
Recreational Community Center (LUC 495) - 85th Percentile	60 Members (100)	N/A	N/A
Visitor Center/Recreation Total			*26.08*
Corporate Headquarters Building (LUC 714) - Average Rate	175 TGSF	2.32	406.00
Corporate Headquarters Building (LUC 714) - Equation	175 TGSF	2.46	431.00
Corporate Headquarters Building (LUC 714) - 85th Percentile	175 TGSF	3.25	568.75
Corporate Headquarters Building (LUC 714) - Average Rate	175 Occupied TGSF	2.43	425.25
Corporate Headquarters Building (LUC 714) - Equation	175 Occupied TGSF	2.66	465.00
Corporate Headquarters Building (LUC 714) - 85th Percentile	175 Occupied TGSF	3.25	568.75
Corporate Headquarters Building (LUC 714) - Average Rate	875 Employees	0.96	840.00
Corporate Headquarters Building (LUC 714) - Equation	875 Employees	0.96	841.84
Corporate Headquarters Building (LUC 714) - 85th Percentile	875 Employees	1.14	997.50
Corporate Offices Total			*465.00*
General Office Building (LUC 710) - Average Rate	16 TGSF	2.39	38.24
General Office Building (LUC 710) - Equation	16 TGSF	4.31	69.00
General Office Building (LUC 710) - 85th Percentile	16 TGSF	3.30	52.80
General Office Building (LUC 710) - Average Rate	16 Occupied TGSF	2.51	40.16
General Office Building (LUC 710) - Equation	16 Occupied TGSF	4.84	77.42
General Office Building (LUC 710) - 85th Percentile	16 Occupied TGSF	3.42	54.72
General Office Building (LUC 710) - Average Rate	87 Employees	0.84	73.08
General Office Building (LUC 710) - Equation	87 Employees	0.83	72.06
General Office Building (LUC 710) - 85th Percentile	87 Employees	1.05	91.35
Professional Office Total			*77.42*
Shopping Center (LUC 820) - Average Rate	20 TGSF	1.95	39.00
Shopping Center (LUC 820) - Equation	20 TGSF	6.51	130.12
Shopping Center (LUC 820) - 85th Percentile	20 TGSF	3.68	73.60
Retail Total			*73.60*
High-Turnover (Sit Down) Restaurant (LUC 932) - Average Rate	10 TGSF	9.44	94.40
High-Turnover (Sit Down) Restaurant (LUC 932) - Equation	10 TGSF	N/A	N/A
High-Turnover (Sit Down) Restaurant (LUC 932) - 85th Percentile	10 TGSF	17.40	174.00
High-Turnover (Sit Down) Restaurant (LUC 932) - Average Rate	48 Employees	2.55	122.40
High-Turnover (Sit Down) Restaurant (LUC 932) - Equation	48 Employees	1.83	88.00
High-Turnover (Sit Down) Restaurant (LUC 932) - 85th Percentile	48 Employees	4.88	234.24
Restaurants Total			*94.40*
PHASE 3 TOTAL			**945**

Phase 4

LAND USE	AMOUNT	PARKING REQUIREMENT RATE	PARKING REQUIREMENT SPACES
*Single-Family Residential Total**			*372.00*
Corporate Headquarters Building (LUC 714) - Average Rate	525 TGSF	2.32	1,218.00
Corporate Headquarters Building (LUC 714) - Equation	525 TGSF	1.89	992.00
Corporate Headquarters Building (LUC 714) - 85th Percentile	525 TGSF	3.25	1,706.25
Corporate Headquarters Building (LUC 714) - Average Rate	525 Occupied TGSF	2.43	1,275.75
Corporate Headquarters Building (LUC 714) - Equation	525 Occupied TGSF	2.13	1,120.00
Corporate Headquarters Building (LUC 714) - 85th Percentile	525 Occupied TGSF	3.25	1,706.25
Corporate Headquarters Building (LUC 714) - Average Rate	2625 Employees	0.96	2,520.00
Corporate Headquarters Building (LUC 714) - Equation	2625 Employees	1.07	2,819.34
Corporate Headquarters Building (LUC 714) - 85th Percentile	2625 Employees	1.14	2,992.50
Corporate Headquarters Building Total			*1,275.75*
PHASE 4 TOTAL			**1,648**

**No ITE data available, standard City code requirements utilized*

Phase 5

LAND USE	AMOUNT	PARKING REQUIREMENT RATE	PARKING REQUIREMENT SPACES
*Phase 3 Liberty Village Grounds Total**			*160*
PHASE 5 TOTAL			**160**

Future

LAND USE	AMOUNT	PARKING REQUIREMENT RATE	PARKING REQUIREMENT SPACES
Hospital (LUC 610) - Average Rate	64.2 TGSF	2.25	144.45
Hospital (LUC 610) - Equation	64.2 TGSF	2.76	177.01
Hospital (LUC 610) - 85th Percentile	64.2 TGSF	3.50	224.70
Hospital (LUC 610) - Average Rate	100 Beds	3.74	374.00
Hospital (LUC 610) - Equation	100 Beds	4.33	433.00
Hospital (LUC 610) - 85th Percentile	100 Beds	5.96	596.00
Hospital (LUC 610) - Average Rate	100 Occupied Beds	5.44	544.00
Hospital (LUC 610) - Equation	100 Occupied Beds	7.65	764.54
Hospital (LUC 610) - 85th Percentile	100 Occupied Beds	8.40	840.00
Hospital (LUC 610) - Average Rate	170 Employees	0.73	124.10
Hospital (LUC 610) - Equation	170 Employees	1.78	302.75
Hospital (LUC 610) - 85th Percentile	170 Employees	1.05	178.50
Hospital Total			*433.00*
Private School (LUC 536) - Average Rate	180 Students	0.35	63.00
Private School (LUC 536) - Equation	180 Students	N/A	N/A
Private School (LUC 536) - 85th Percentile	180 Students	0.42	75.60
School Total			*63.00*
FUTURE TOTAL			**496**

ATTACHMENT D
ULI SHARED PARKING CALCULATIONS

ULI SHARED PARKING CALCULATIONS - WEEKDAY

Land Use	Warehouse / Manufacturing		Multi-Family		Health / Fitness Club		Recreational Center		Private School*		Hospital		Office		Corporate Headquarters		Shopping Center		Restaurant	
Spaces	1882		129		88		25		36		295		61		1960		72		174	
	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces
7:00 AM	3%	56.4	95%	122.5	70%	61.7	0%	0.0	0%	0.0	0%	0.0	3%	1.8	3%	58.8	1%	0.7	25%	43.5
8:00 AM	15%	282.2	80%	103.1	40%	35.3	0%	0.0	2%	0.7	10%	29.5	15%	9.1	15%	294.0	5%	3.6	50%	87.0
9:00 AM	50%	940.8	67%	86.4	40%	35.3	0%	0.0	25%	8.9	95%	280.6	50%	30.4	50%	980.0	15%	10.8	60%	104.4
10:00 AM	90%	1693.4	55%	70.9	70%	61.7	0%	0.0	75%	26.8	95%	280.6	90%	54.7	90%	1764.0	35%	25.2	75%	130.5
11:00 AM	100%	1881.5	50%	64.5	70%	61.7	45%	11.3	20%	7.1	100%	295.3	100%	60.8	100%	1960.0	60%	43.2	85%	147.9
12:00 PM	100%	1881.5	45%	58.0	80%	70.6	65%	16.4	20%	7.1	100%	295.3	100%	60.8	100%	1960.0	75%	54.0	90%	156.6
1:00 PM	85%	1599.3	40%	51.6	60%	52.9	85%	21.4	20%	7.1	65%	192.0	85%	51.7	85%	1666.0	100%	72.0	100%	174.0
2:00 PM	85%	1599.3	40%	51.6	70%	61.7	95%	23.9	20%	7.1	95%	280.6	85%	51.7	85%	1666.0	100%	72.0	90%	156.6
3:00 PM	95%	1787.5	40%	51.6	70%	61.7	100%	25.2	20%	7.1	100%	295.3	95%	57.8	95%	1862.0	95%	68.4	50%	87.0
4:00 PM	95%	1787.5	40%	51.6	70%	61.7	95%	23.9	20%	7.1	100%	295.3	95%	57.8	95%	1862.0	85%	61.2	45%	78.3
5:00 PM	85%	1599.3	45%	58.0	80%	70.6	90%	22.7	100%	35.7	95%	280.6	85%	51.7	85%	1666.0	85%	61.2	45%	78.3
6:00 PM	60%	1128.9	50%	64.5	90%	79.4	70%	17.6	50%	17.8	90%	265.8	60%	36.5	60%	1176.0	85%	61.2	75%	130.5
7:00 PM	25%	470.4	60%	77.3	100%	88.2	60%	15.1	20%	7.1	67%	197.9	25%	15.2	25%	490.0	90%	64.8	80%	139.2
8:00 PM	15%	282.2	70%	90.2	90%	79.4	45%	11.3	5%	1.8	30%	88.6	15%	9.1	15%	294.0	80%	57.6	80%	139.2
9:00 PM	5%	94.1	80%	103.1	80%	70.6	0%	0.0	0%	0.0	15%	44.3	5%	3.0	5%	98.0	65%	46.8	80%	139.2
10:00 PM	3%	56.4	85%	109.6	70%	61.7	0%	0.0	0%	0.0	0%	0.0	3%	1.8	3%	58.8	45%	32.4	60%	104.4
11:00 PM	1%	18.8	95%	122.5	35%	30.9	0%	0.0	0%	0.0	0%	0.0	1%	0.6	1%	19.6	15%	10.8	55%	95.7
12:00 AM	0%	0.0	97%	125.0	10%	8.8	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	5%	3.6	75%	130.5
1:00 AM	0%	0.0	100%	128.9	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	25%	43.5

ULI SHARED PARKING CALCULATIONS SUMMARY

Land Use	arehouse / Manufacturi	Multi-Family	Health / Fitness Club	Recreational Center	Private School*	Hospital	Office	orporate Headquarter	Shopping Center	Restaurant	TOTAL
Spaces	**1,882**	**129**	**88**	**25**	**36**	**295**	**61**	**1,960**	**72**	**174**	**4,722**
7:00 AM	56.4	122.5	61.7	0.0	0.0	0.0	1.8	58.8	0.7	43.5	**345.5**
8:00 AM	282.2	103.1	35.3	0.0	0.7	29.5	9.1	294.0	3.6	87.0	**844.6**
9:00 AM	940.8	86.4	35.3	0.0	8.9	280.6	30.4	980.0	10.8	104.4	**2,477.5**
10:00 AM	1,693.4	70.9	61.7	0.0	26.8	280.6	54.7	1,764.0	25.2	130.5	**4,107.8**
11:00 AM	1,881.5	64.5	61.7	11.3	7.1	295.3	60.8	1,960.0	43.2	147.9	**4,533.4**
12:00 PM	1,881.5	58.0	70.6	16.4	7.1	295.3	60.8	1,960.0	54.0	156.6	**4,560.4**
1:00 PM	1,599.3	51.6	52.9	21.4	7.1	192.0	51.7	1,666.0	72.0	174.0	**3,888.0**
2:00 PM	1,599.3	51.6	61.7	23.9	7.1	280.6	51.7	1,666.0	72.0	156.6	**3,970.5**
3:00 PM	1,787.5	51.6	61.7	25.2	7.1	295.3	57.8	1,862.0	68.4	87.0	**4,303.6**
4:00 PM	1,787.5	51.6	61.7	23.9	7.1	295.3	57.8	1,862.0	61.2	78.3	**4,286.4**
5:00 PM	1,599.3	58.0	70.6	22.7	35.7	280.6	51.7	1,666.0	61.2	78.3	**3,924.0**
6:00 PM	1,128.9	64.5	79.4	17.6	17.8	265.8	36.5	1,176.0	61.2	130.5	**2,978.2**
7:00 PM	470.4	77.3	88.2	15.1	7.1	197.9	15.2	490.0	64.8	139.2	**1,565.2**
8:00 PM	282.2	90.2	79.4	11.3	1.8	88.6	9.1	294.0	57.6	139.2	**1,053.5**
9:00 PM	94.1	103.1	70.6	0.0	0.0	44.3	3.0	98.0	46.8	139.2	**599.1**
10:00 PM	56.4	109.6	61.7	0.0	0.0	0.0	1.8	58.8	32.4	104.4	**425.2**
11:00 PM	18.8	122.5	30.9	0.0	0.0	0.0	0.6	19.6	10.8	95.7	**298.8**
12:00 AM	0.0	125.0	8.8	0.0	0.0	0.0	0.0	0.0	3.6	130.5	**268.0**
1:00 AM	0.0	128.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	43.5	**172.4**
Maximum											**4,560**
plus undefined uses											**625**
TOTAL											**5,185**

ULI SHARED PARKING CALCULATIONS - WEEKDAY

Land Use	Warehouse / Manufacturing		Multi-Family		Health / Fitness Club		Recreational Center		Private School*		Hospital		Office		Corporate Headquarters		Shopping Center		Restaurant	
Spaces	672		177		42		42		39		200		64		2800		80			
	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces
7:00 AM	3%	20.2	95%	168.2	70%	29.4	0%	0.0	0%	0.0	0%	0.0	3%	1.9	3%	84.0	1%	0.8	25%	0.0
8:00 AM	15%	100.8	80%	141.6	40%	16.8	0%	0.0	2%	0.8	10%	20.0	15%	9.6	15%	420.0	5%	4.0	50%	0.0
9:00 AM	50%	336.0	67%	118.6	40%	16.8	0%	0.0	25%	9.8	95%	190.0	50%	32.0	50%	1400.0	15%	12.0	60%	0.0
10:00 AM	90%	604.8	55%	97.4	70%	29.4	0%	0.0	75%	29.3	95%	190.0	90%	57.6	90%	2520.0	35%	28.0	75%	0.0
11:00 AM	100%	672.0	50%	88.5	70%	29.4	45%	18.9	20%	7.8	100%	200.0	100%	64.0	100%	2800.0	60%	48.0	85%	0.0
12:00 PM	100%	672.0	45%	79.7	80%	33.6	65%	27.3	20%	7.8	100%	200.0	100%	64.0	100%	2800.0	75%	60.0	90%	0.0
1:00 PM	85%	571.2	40%	70.8	60%	25.2	85%	35.7	20%	7.8	65%	130.0	85%	54.4	85%	2380.0	100%	80.0	100%	0.0
2:00 PM	85%	571.2	40%	70.8	70%	29.4	95%	39.9	20%	7.8	95%	190.0	85%	54.4	85%	2380.0	100%	80.0	90%	0.0
3:00 PM	95%	638.4	40%	70.8	70%	29.4	100%	42.0	20%	7.8	100%	200.0	95%	60.8	95%	2660.0	95%	76.0	50%	0.0
4:00 PM	95%	638.4	40%	70.8	70%	29.4	95%	39.9	20%	7.8	100%	200.0	95%	60.8	95%	2660.0	85%	68.0	45%	0.0
5:00 PM	85%	571.2	45%	79.7	80%	33.6	90%	37.8	100%	39.0	95%	190.0	85%	54.4	85%	2380.0	85%	68.0	45%	0.0
6:00 PM	60%	403.2	50%	88.5	90%	37.8	70%	29.4	50%	19.5	90%	180.0	60%	38.4	60%	1680.0	85%	68.0	75%	0.0
7:00 PM	25%	168.0	60%	106.2	100%	42.0	60%	25.2	20%	7.8	67%	134.0	25%	16.0	25%	700.0	90%	72.0	80%	0.0
8:00 PM	15%	100.8	70%	123.9	90%	37.8	45%	18.9	5%	2.0	30%	60.0	15%	9.6	15%	420.0	80%	64.0	80%	0.0
9:00 PM	5%	33.6	80%	141.6	80%	33.6	0%	0.0	0%	0.0	15%	30.0	5%	3.2	5%	140.0	65%	52.0	80%	0.0
10:00 PM	3%	20.2	85%	150.5	70%	29.4	0%	0.0	0%	0.0	0%	0.0	3%	1.9	3%	84.0	45%	36.0	60%	0.0
11:00 PM	1%	6.7	95%	168.2	35%	14.7	0%	0.0	0%	0.0	0%	0.0	1%	0.6	1%	28.0	15%	12.0	55%	0.0
12:00 AM	0%	0.0	97%	171.7	10%	4.2	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	5%	4.0	75%	0.0
1:00 AM	0%	0.0	100%	177.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	25%	0.0

ULI SHARED PARKING CALCULATIONS SUMMARY

Land Use	arehouse / Manufacturi	Multi-Family	Health / Fitness Club	Recreational Center	Private School*	Hospital	Office	orporate Headquarter	Shopping Center	Restaurant	TOTAL
Spaces	**672**	**177**	**42**	**42**	**39**	**200**	**64**	**2,800**	**80**	**0**	**4,116**
7:00 AM	20.2	168.2	29.4	0.0	0.0	0.0	1.9	84.0	0.8	0.0	**304.4**
8:00 AM	100.8	141.6	16.8	0.0	0.8	20.0	9.6	420.0	4.0	0.0	**713.6**
9:00 AM	336.0	118.6	16.8	0.0	9.8	190.0	32.0	1,400.0	12.0	0.0	**2,115.1**
10:00 AM	604.8	97.4	29.4	0.0	29.3	190.0	57.6	2,520.0	28.0	0.0	**3,556.4**
11:00 AM	672.0	88.5	29.4	18.9	7.8	200.0	64.0	2,800.0	48.0	0.0	**3,928.6**
12:00 PM	672.0	79.7	33.6	27.3	7.8	200.0	64.0	2,800.0	60.0	0.0	**3,944.4**
1:00 PM	571.2	70.8	25.2	35.7	7.8	130.0	54.4	2,380.0	80.0	0.0	**3,355.1**
2:00 PM	571.2	70.8	29.4	39.9	7.8	190.0	54.4	2,380.0	80.0	0.0	**3,423.5**
3:00 PM	638.4	70.8	29.4	42.0	7.8	200.0	60.8	2,660.0	76.0	0.0	**3,785.2**
4:00 PM	638.4	70.8	29.4	39.9	7.8	200.0	60.8	2,660.0	68.0	0.0	**3,775.1**
5:00 PM	571.2	79.7	33.6	37.8	39.0	190.0	54.4	2,380.0	68.0	0.0	**3,453.7**
6:00 PM	403.2	88.5	37.8	29.4	19.5	180.0	38.4	1,680.0	68.0	0.0	**2,544.8**
7:00 PM	168.0	106.2	42.0	25.2	7.8	134.0	16.0	700.0	72.0	0.0	**1,271.2**
8:00 PM	100.8	123.9	37.8	18.9	2.0	60.0	9.6	420.0	64.0	0.0	**837.0**
9:00 PM	33.6	141.6	33.6	0.0	0.0	30.0	3.2	140.0	52.0	0.0	**434.0**
10:00 PM	20.2	150.5	29.4	0.0	0.0	0.0	1.9	84.0	36.0	0.0	**321.9**
11:00 PM	6.7	168.2	14.7	0.0	0.0	0.0	0.6	28.0	12.0	0.0	**230.2**
12:00 AM	0.0	171.7	4.2	0.0	0.0	0.0	0.0	0.0	4.0	0.0	**179.9**
1:00 AM	0.0	177.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	**177.0**
Maximum											**3,944**
plus undefined uses											**625**
TOTAL											**4,569**

ATTACHMENT E
ITE SHARED PARKING CALCULATIONS

ITE SHARED PARKING ALLOWANCE - WEEKDAY

Land Use	Warehouse / Manufacturing		Multi-Family		Health / Fitness Club		Recreational Center		Private School*		Hospital		Office		Corporate Headquarters		Shopping Center		Restaurant	
Spaces	398		124		85		27		63		433		78		1741		74		95	
	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces
7:00 AM	55%	218.9	77%	95.5	0%	0.0	58%	15.7	60%	37.8	49%	212.2	13%	10.1	20%	348.2	0%	0.0	25%	23.8
8:00 AM	76%	302.5	56%	69.4	0%	0.0	72%	19.4	100%	63.0	75%	324.8	48%	37.4	63%	1096.8	15%	11.1	68%	64.6
9:00 AM	82%	326.4	45%	55.8	0%	0.0	95%	25.7	96%	60.5	94%	407.0	88%	68.6	98%	1706.2	32%	23.7	72%	68.4
10:00 AM	84%	334.3	40%	49.6	62%	52.7	94%	25.4	95%	59.9	98%	424.3	100%	78.0	100%	1741.0	54%	40.0	77%	73.2
11:00 AM	87%	346.3	37%	45.9	55%	46.8	95%	25.7	96%	60.5	98%	424.3	100%	78.0	93%	1619.1	71%	52.5	83%	78.9
12:00 PM	91%	362.2	36%	44.6	44%	37.4	83%	22.4	94%	59.2	97%	420.0	85%	66.3	78%	1358.0	99%	73.3	100%	95.0
1:00 PM	99%	394.0	36%	44.6	41%	34.9	65%	17.6	96%	60.5	98%	424.3	84%	65.5	92%	1601.7	100%	74.0	91%	86.5
2:00 PM	100%	398.0	37%	45.9	36%	30.6	56%	15.1	96%	60.5	100%	433.0	93%	72.5	94%	1636.5	90%	66.6	56%	53.2
3:00 PM	100%	398.0	43%	53.3	41%	34.9	64%	17.3	74%	46.6	96%	415.7	94%	73.3	89%	1549.5	83%	61.4	42%	39.9
4:00 PM	91%	362.2	45%	55.8	69%	58.7	75%	20.3	52%	32.8	76%	329.1	85%	66.3	86%	1497.3	81%	59.9	42%	39.9
5:00 PM	74%	294.5	55%	68.2	96%	81.6	84%	22.7	29%	18.3	58%	251.1	56%	43.7	57%	992.4	84%	62.2	64%	60.8
6:00 PM	47%	187.1	66%	81.8	100%	85.0	100%	27.0	0%	0.0	0%	0.0	20%	15.6	20%	348.2	86%	63.6	87%	82.7
7:00 PM	26%	103.5	73%	90.5	85%	72.3	99%	26.7	0%	0.0	0%	0.0	11%	8.6	0%	0.0	80%	59.2	79%	75.1
8:00 PM	20%	79.6	77%	95.5	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	63%	46.6	65%	61.8
9:00 PM	17%	67.7	86%	106.6	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	42%	31.1	42%	39.9
10:00 PM	9%	35.8	92%	114.1	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	15%	11.1	21%	20.0
11:00 PM	8%	31.8	97%	120.3	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0
12:00 AM	5%	19.9	100%	124.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0
1:00 AM	5%	19.9	100%	124.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0

ITE SHARED PARKING CALCULATIONS SUMMARY

Land Use	arehouse/Manufacturi	Multi-Family	Private School*	Hospital	Office	Hospital	Office	orporate Headquarter	Shopping Center	Restaurant	TOTAL
Spaces	**398**	**124**	**85**	**27**	**63**	**433**	**78**	**1,741**	**74**	**95**	**3,118**
7:00 AM	218.9	95.5	0.0	15.7	37.8	212.2	10.1	348.2	0.0	23.8	**962.1**
8:00 AM	302.5	69.4	0.0	19.4	63.0	324.8	37.4	1,096.8	11.1	64.6	**1,989.1**
9:00 AM	326.4	55.8	0.0	25.7	60.5	407.0	68.6	1,706.2	23.7	68.4	**2,742.2**
10:00 AM	334.3	49.6	52.7	25.4	59.9	424.3	78.0	1,741.0	40.0	73.2	**2,878.3**
11:00 AM	346.3	45.9	46.8	25.7	60.5	424.3	78.0	1,619.1	52.5	78.9	**2,777.9**
12:00 PM	362.2	44.6	37.4	22.4	59.2	420.0	66.3	1,358.0	73.3	95.0	**2,538.4**
1:00 PM	394.0	44.6	34.9	17.6	60.5	424.3	65.5	1,601.7	74.0	86.5	**2,803.6**
2:00 PM	398.0	45.9	30.6	15.1	60.5	433.0	72.5	1,636.5	66.6	53.2	**2,812.0**
3:00 PM	398.0	53.3	34.9	17.3	46.6	415.7	73.3	1,549.5	61.4	39.9	**2,689.9**
4:00 PM	362.2	55.8	58.7	20.3	32.8	329.1	66.3	1,497.3	59.9	39.9	**2,522.1**
5:00 PM	294.5	68.2	81.6	22.7	18.3	251.1	43.7	992.4	62.2	60.8	**1,895.4**
6:00 PM	187.1	81.8	85.0	27.0	0.0	0.0	15.6	348.2	63.6	82.7	**891.0**
7:00 PM	103.5	90.5	72.3	26.7	0.0	0.0	8.6	0.0	59.2	75.1	**435.8**
8:00 PM	79.6	95.5	0.0	0.0	0.0	0.0	0.0	0.0	46.6	61.8	**283.5**
9:00 PM	67.7	106.6	0.0	0.0	0.0	0.0	0.0	0.0	31.1	39.9	**245.3**
10:00 PM	35.8	114.1	0.0	0.0	0.0	0.0	0.0	0.0	11.1	20.0	**181.0**
11:00 PM	31.8	120.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	**152.1**
12:00 AM	19.9	124.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	**143.9**
1:00 AM	19.9	124.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	**143.9**
Maximum											**2,878**
plus undefined uses											**625**
TOTAL											**3,503**

ITE SHARED PARKING ALLOWANCE - WEEKDAY

Land Use	Warehouse/Manufacturing		Multi-Family		Health/Fitness Club		Recreational Center		Private School*		Hospital		Office		Corporate Headquarters		Shopping Center		Restaurant	
Spaces	672		177		42		42		39		200		64		2800		80		100	
	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces	Portion	Spaces
7:00 AM	55%	369.6	77%	136.3	0%	0.0	58%	24.4	60%	23.4	49%	98.0	13%	8.3	20%	560.0	0%	0.0	25%	25.0
8:00 AM	76%	510.7	56%	99.1	0%	0.0	72%	30.2	100%	39.0	75%	150.0	48%	30.7	63%	1764.0	15%	12.0	68%	68.0
9:00 AM	82%	551.0	45%	79.7	0%	0.0	95%	39.9	96%	37.4	94%	188.0	88%	56.3	98%	2744.0	32%	25.6	72%	72.0
10:00 AM	84%	564.5	40%	70.8	62%	26.0	94%	39.5	95%	37.1	98%	196.0	100%	64.0	100%	2800.0	54%	43.2	77%	77.0
11:00 AM	87%	584.6	37%	65.5	55%	23.1	95%	39.9	96%	37.4	98%	196.0	100%	64.0	93%	2604.0	71%	56.8	83%	83.0
12:00 PM	91%	611.5	36%	63.7	44%	18.5	83%	34.9	94%	36.7	97%	194.0	85%	54.4	78%	2184.0	99%	79.2	100%	100.0
1:00 PM	99%	665.3	36%	63.7	41%	17.2	65%	27.3	96%	37.4	98%	196.0	84%	53.8	92%	2576.0	100%	80.0	91%	91.0
2:00 PM	100%	672.0	37%	65.5	36%	15.1	56%	23.5	96%	37.4	100%	200.0	93%	59.5	94%	2632.0	90%	72.0	56%	56.0
3:00 PM	100%	672.0	43%	76.1	41%	17.2	64%	26.9	74%	28.9	96%	192.0	94%	60.2	89%	2492.0	83%	66.4	42%	42.0
4:00 PM	91%	611.5	45%	79.7	69%	29.0	75%	31.5	52%	20.3	76%	152.0	85%	54.4	86%	2408.0	81%	64.8	42%	42.0
5:00 PM	74%	497.3	55%	97.4	96%	40.3	84%	35.3	29%	11.3	58%	116.0	56%	35.8	57%	1596.0	84%	67.2	64%	64.0
6:00 PM	47%	315.8	66%	116.8	100%	42.0	100%	42.0	0%	0.0	0%	0.0	20%	12.8	20%	560.0	86%	68.8	87%	87.0
7:00 PM	26%	174.7	73%	129.2	85%	35.7	99%	41.6	0%	0.0	0%	0.0	11%	7.0	0%	0.0	80%	64.0	79%	79.0
8:00 PM	20%	134.4	77%	136.3	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	63%	50.4	65%	65.0
9:00 PM	17%	114.2	86%	152.2	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	42%	33.6	42%	42.0
10:00 PM	9%	60.5	92%	162.8	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	15%	12.0	21%	21.0
11:00 PM	8%	53.8	97%	171.7	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0
12:00 AM	5%	33.6	100%	177.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0
1:00 AM	5%	33.6	100%	177.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0	0%	0.0

ITE SHARED PARKING CALCULATIONS SUMMARY

Land Use	arehouse/Manufacturi	Multi-Family	Private School*	Hospital	Office	Hospital	Office	orporate Headquarter	Shopping Center	Restaurant	TOTAL
Spaces	**672**	**177**	**42**	**42**	**39**	**200**	**64**	**2,800**	**80**	**100**	**4,216**
7:00 AM	369.6	136.3	0.0	24.4	23.4	98.0	8.3	560.0	0.0	25.0	**1,245.0**
8:00 AM	510.7	99.1	0.0	30.2	39.0	150.0	30.7	1,764.0	12.0	68.0	**2,703.8**
9:00 AM	551.0	79.7	0.0	39.9	37.4	188.0	56.3	2,744.0	25.6	72.0	**3,794.0**
10:00 AM	564.5	70.8	26.0	39.5	37.1	196.0	64.0	2,800.0	43.2	77.0	**3,918.1**
11:00 AM	584.6	65.5	23.1	39.9	37.4	196.0	64.0	2,604.0	56.8	83.0	**3,754.4**
12:00 PM	611.5	63.7	18.5	34.9	36.7	194.0	54.4	2,184.0	79.2	100.0	**3,376.8**
1:00 PM	665.3	63.7	17.2	27.3	37.4	196.0	53.8	2,576.0	80.0	91.0	**3,807.7**
2:00 PM	672.0	65.5	15.1	23.5	37.4	200.0	59.5	2,632.0	72.0	56.0	**3,833.1**
3:00 PM	672.0	76.1	17.2	26.9	28.9	192.0	60.2	2,492.0	66.4	42.0	**3,673.6**
4:00 PM	611.5	79.7	29.0	31.5	20.3	152.0	54.4	2,408.0	64.8	42.0	**3,493.1**
5:00 PM	497.3	97.4	40.3	35.3	11.3	116.0	35.8	1,596.0	67.2	64.0	**2,560.6**
6:00 PM	315.8	116.8	42.0	42.0	0.0	0.0	12.8	560.0	68.8	87.0	**1,245.3**
7:00 PM	174.7	129.2	35.7	41.6	0.0	0.0	7.0	0.0	64.0	79.0	**531.3**
8:00 PM	134.4	136.3	0.0	0.0	0.0	0.0	0.0	0.0	50.4	65.0	**386.1**
9:00 PM	114.2	152.2	0.0	0.0	0.0	0.0	0.0	0.0	33.6	42.0	**342.1**
10:00 PM	60.5	162.8	0.0	0.0	0.0	0.0	0.0	0.0	12.0	21.0	**256.3**
11:00 PM	53.8	171.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	**225.5**
12:00 AM	33.6	177.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	**210.6**
1:00 AM	33.6	177.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	**210.6**
Maximum											**3,918**
plus undefined uses											**625**
TOTAL											**4,543**

21-0167 - Balance of Nature

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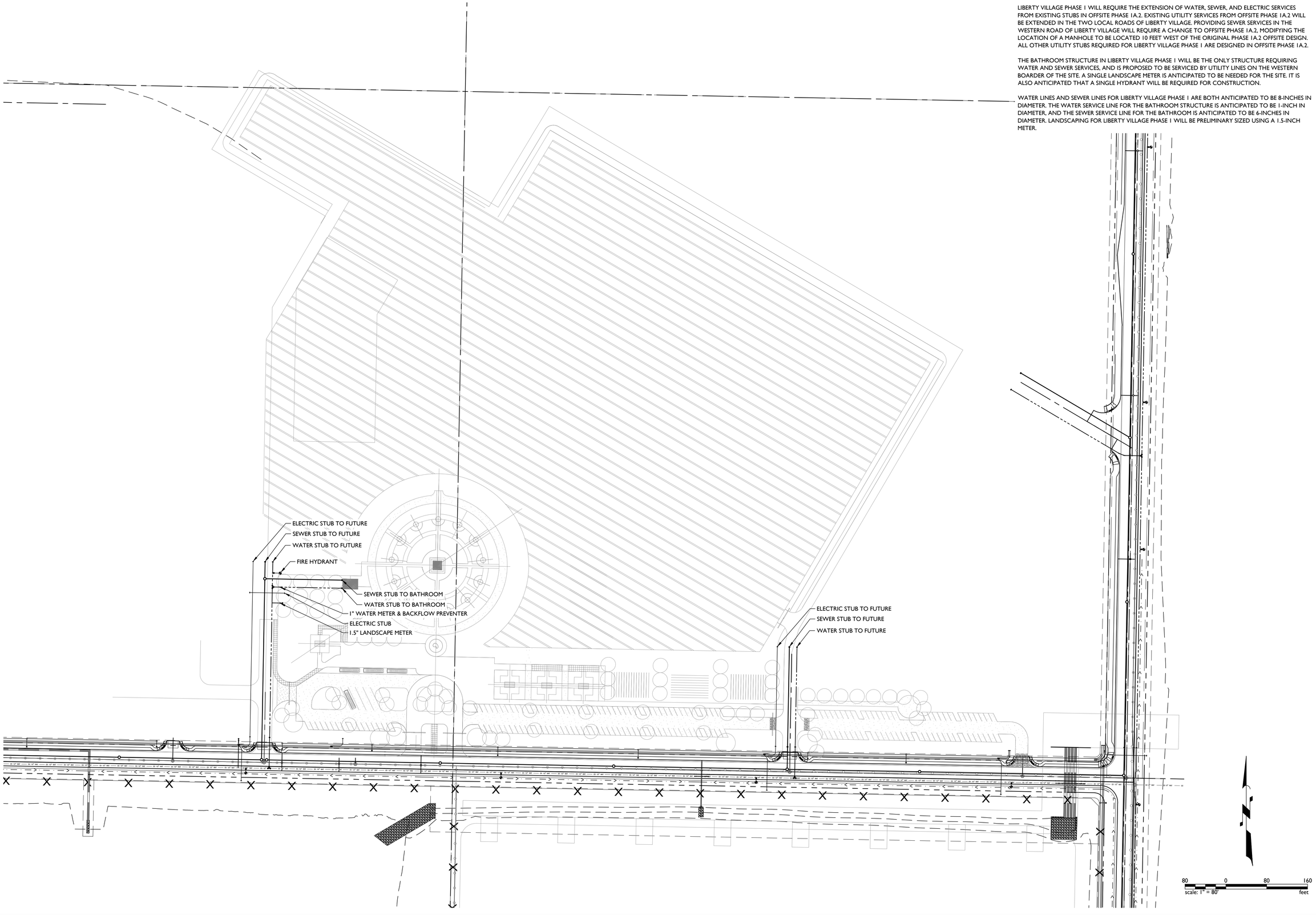

LIBERTY VILLAGE PHASE I NARRATIVE

LIBERTY VILLAGE PHASE I WILL REQUIRE THE EXTENSION OF WATER, SEWER, AND ELECTRIC SERVICES FROM EXISTING STUBS IN OFFSITE PHASE 1A.2. EXISTING UTILITY SERVICES FROM OFFSITE PHASE 1A.2 WILL BE EXTENDED IN THE TWO LOCAL ROADS OF LIBERTY VILLAGE. PROVIDING SEWER SERVICES IN THE WESTERN ROAD OF LIBERTY VILLAGE WILL REQUIRE A CHANGE TO OFFSITE PHASE 1A.2, MODIFYING THE LOCATION OF A MANHOLE TO BE LOCATED 10 FEET WEST OF THE ORIGINAL PHASE 1A.2 OFFSITE DESIGN. ALL OTHER UTILITY STUBS REQUIRED FOR LIBERTY VILLAGE PHASE I ARE DESIGNED IN OFFSITE PHASE 1A.2.

THE BATHROOM STRUCTURE IN LIBERTY VILLAGE PHASE I WILL BE THE ONLY STRUCTURE REQUIRING WATER AND SEWER SERVICES, AND IS PROPOSED TO BE SERVICED BY UTILITY LINES ON THE WESTERN BOARDER OF THE SITE. A SINGLE LANDSCAPE METER IS ANTICIPATED TO BE NEEDED FOR THE SITE. IT IS ALSO ANTICIPATED THAT A SINGLE HYDRANT WILL BE REQUIRED FOR CONSTRUCTION.

WATER LINES AND SEWER LINES FOR LIBERTY VILLAGE PHASE I ARE BOTH ANTICIPATED TO BE 8-INCHES IN DIAMETER. THE WATER SERVICE LINE FOR THE BATHROOM STRUCTURE IS ANTICIPATED TO BE 1-INCH IN DIAMETER, AND THE SEWER SERVICE LINE FOR THE BATHROOM IS ANTICIPATED TO BE 6-INCHES IN DIAMETER. LANDSCAPING FOR LIBERTY VILLAGE PHASE I WILL BE PRELIMINARY SIZED USING A 1.5-INCH METER.

EPS GROUP
1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Project:
Balance of Nature
City of Hurricane
Utah
Liberty Village Phase I Exhibit

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE IT (782-5348)
In Maricopa County: (602)263-1100

Designer: EPS
Drawn by: EPS

Job No.
21-0167

EX01

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of 1

21-0167 - Balance of Nature

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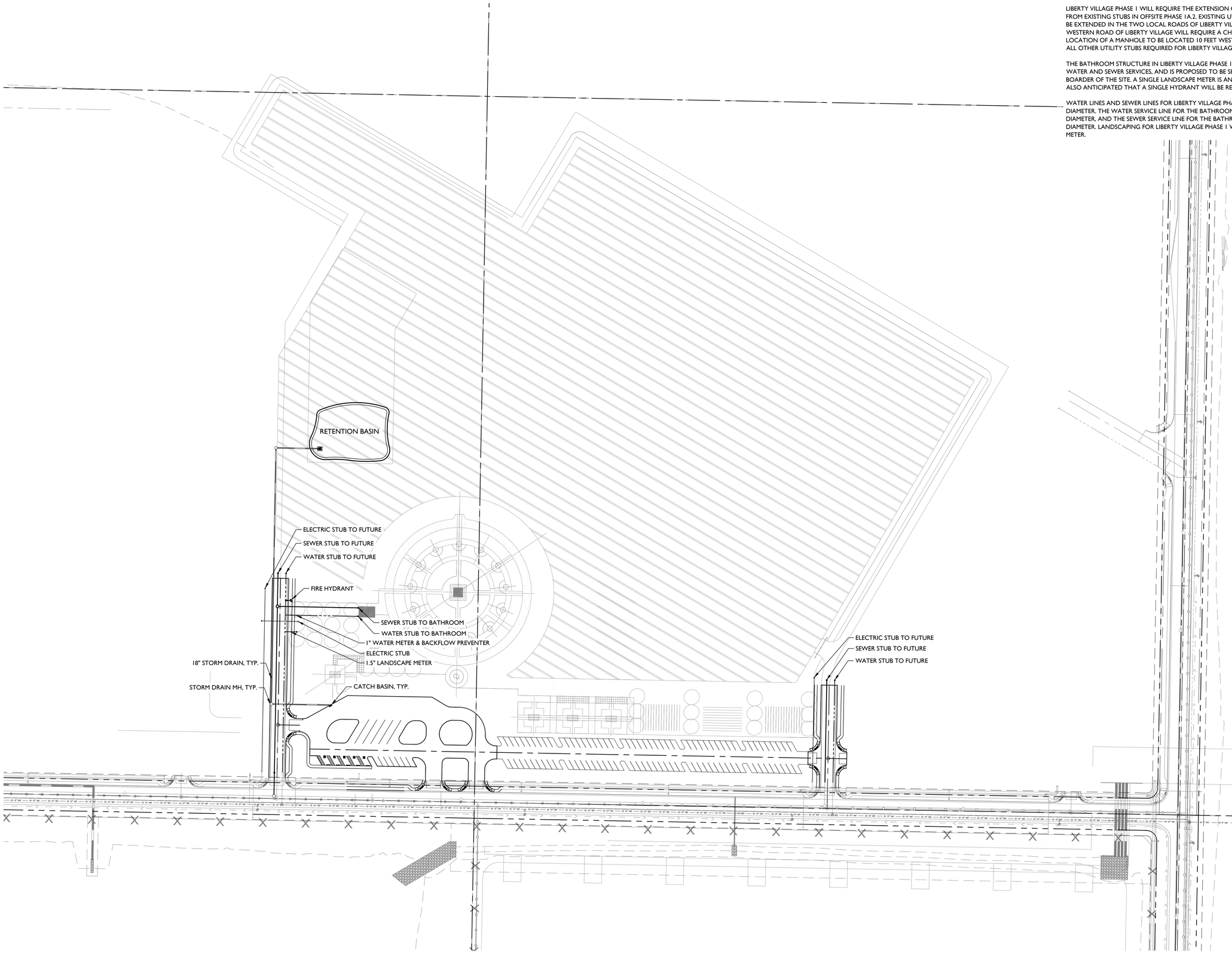

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EX01

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