



HURRICANE CITY UTAH

Mayor

City Manager

Nanette Billings Kaden DeMille

City Council

*David Hirschi
Kevin Thomas
Clark Fawcett
Drew Ellerman
Joseph Prete*

Hurricane City Council Meeting Agenda

March 21, 2024
4:00 PM

City Council Chambers 147 N 870 W, Hurricane

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

4:00 p.m. Ribbon Cutting Ceremony for 700 West extension and roundabout

1. Agenda Summary

5:00 p.m. Pre-meeting

6:00 p.m. - Call to Order

Prayer

Thought

Pledge of Allegiance

Declaration of any conflicts of interest

Minutes of the Regular City Council Meeting for February 15, 2024

Retirement presentation for K9 Riko

Public Forum – Comments from Public

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

Tonya Wilkins

OLD BUSINESS

1. Discussion on an **ordinance preventing retail sales of puppies and kittens** - Andrea Kaz

2. Consideration and possible approval on a **preliminary plat and sensitive lands application for Kolob Views**, a 20 lot single family subdivision located at 1400 W 900 S. Stratton Dev LLC, Applicant. Colt Stratton, Agent.
3. Discussion about our City **Vision, Mission Statement, and Motto**.

NEW BUSINESS

1. Consideration and possible approval of **awarding the contract for the Pavement Maintenance project** at the airport - Mike Vercimak
2. **Public Hearing** to take comments on the following:
 - a. Proposed amendments to the 2023-2024 Fiscal Year Budget
 - b. A request for disposal of property along 1100 West in conjunction with the Bench Lake Townhomes plat
 - c. A request for disposal of property along 1100 West adjacent to Hurricane Fields Estates
3. Consideration and possible approval of **Resolution 2024-13 approving & adopting amendments to the 2023-2024 budget**
4. Consideration and possible approval of **Resolution 2024-15 disposing of property for the realignment of 1100 West in conjunction with the Bench Lake Townhomes plat**. -Scott Stratton
5. Consideration and possible approval of **Resolution 2024-16 disposing of property along 1100 West adjacent to Hurricane Fields Estates** - Scott Stratton
6. Consideration and possible approval of a **Proclamation regarding the discharge of fireworks**
7. Consideration and possible approval of **transferring funds from the sale of abandoned property** - Chief Excell
8. Consideration and possible approval of **selection of a consultant for the Hurricane City Storm Drain Masterplan Update**-Arthur LeBaron
9. Consideration and possible approval of ZC24-03 a **Zone Change Amendment Request located at approximately 2544 S 3700 W from PF, public facility, to R1-10, residential one unit per 10,000 square feet**. Parcel numbers H-4-2-13-1402-GS3, H-4-2-13-1403-GS3, H-4-2-13-1404-GS3, H-4-2-13-1406-GS3, and H-4-2-13-1408-GS3. Western Mortgage and Realty Co, Applicant. Karl Rasmussen, Agent.
10. Mayor, Council, and Staff reports
11. Closed Meeting held pursuant to Utah Code section 52-4-205, upon request

Adjournment

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

1. City office – 147 North 870 West, Hurricane, UT
2. The Post Office – 1075 West 100 North, Hurricane, UT

3. The library – 36 South 300 West, Hurricane, UT
_____ for the City Recorder

Agenda Summary for Hurricane City Council March 21, 2024

4:00 p.m. Ribbon Cutting Ceremony for 700 West extension and roundabout

5:00 p.m. Pre-Meeting

6:00 p.m. Call to Order

Approval of Minutes for February 15, 2024

Retirement Presentation for K9 Riko - Hurricane City Police Department has found that it is necessary for us to retire K-9 Riko. Riko is currently 7 years old and has worked as a K-9 for Hurricane City for 5 ½ years. As many of you remember, on December 26th, 2022, K-9 Riko and Officer DeMille were involved in an incident here in Hurricane where a suspect stabbed K-9 Riko several times while K-9 Riko was protecting officers. Riko went through several days in a Veterinarian Hospital in Las Vegas and many months of recovery. This along with Riko's age and condition brings us to the decision to allow him to retire and let him live out his life with his handler.

We have currently taken Riko out of service and Hurricane City has transferred ownership to Officer Eric DeMille, this agenda Item is to present K-9 Riko with a retirement plaque and thank him and Officer DeMille for their service to Hurricane City. Chief Excell

Old Business

1. This item was discussed on February 15th and continued so Council could research the topic more. That applicant did speak during Public Forum on March 7th and Council asked them to provide examples ordinances.
2. 3/14/2024 Update by Dayton Hall/Gary Cupp:
This item was last discussed at the February 15th meeting and continued to allow the applicant time to submit a revised plat to add lots to phase 1 and to amend the alignment of 1150 West through the subdivision based on appropriate elevations of the future roadway. As of this writing, City staff have not received any additional information and, therefore, have no updated comments. Staff therefore recommends that the item be continued to allow the applicant opportunity to submit the requested information, and also to allow staff sufficient review time once the submittal is received. Notwithstanding, staff's initial recommendation remains unchanged, which is to only approve portions of the plat that have legal access. Lots that must be accessed by the future 1150 West do not have legal access because the roadway does not exist, and for that reason, staff and the Planning Commission recommended approval of Phase 1 only. If the Council chooses to create lots without legal access in Phase 2, the City Attorney recommends that language be added to the plat that the lots have no entitlements and may only be built on after legal access and public facilities/utilities are established.

Initial Staff Summary for the 2/15/2024 City Council Meeting:

This application was initially heard by the City Council and was tabled on June 1, 2023, due to a lack of a sensitive lands plan and nonconformance with the Transportation Master Plan. The applicant has subsequently proposed a revised preliminary plat for 20 single-family lots. The site is located south of Mountain View Estates and along 1150 W. The Planning Commission heard the application on January 11, 2024, and unanimously voted to recommend approval of only phase 1 due to a lack of adequate public access to the proposed phase 2 lots that would need to be accessed from 1150 W. Staff supports the Planning Commission's recommendation with the added clarification that the preliminary plat be approved for phase 1 only, and that the remaining property be excluded from the plat approval due to inadequate public facilities. -- Gary Cupp

3. This item was first put on the agenda on March 7th. It will be on all future agendas until a vision, motto, and mission statement have been decided.

New Business

1. This agenda item is to award a contract for pavement maintenance at the City Airport. The City received two timely bids, one of which was deemed nonresponsive. The remaining bid was submitted by Straight Stripe Painting in the amount of \$143,035, which is approximately 25% lower than the engineer's estimate. The Project Manager, Kirt McDaniel of Wookpert, Inc., considers Straight Stripe Painting to be qualified and capable and recommends that the company be awarded the project, subject to UDOT concurrence. The City will be responsible for 10% of the project cost, which is an amount available in the budget. -Dayton Hall/Mike Vercimak
2. Public Hearing
3. This item is to approve amendments to the 2023-24 budget. The specific amendments are notated in the 3-page spreadsheet included in the packet.
4. Engineering Summary: 1100 West in its traditional location along the Bench Lake Townhomes project frontage does not meet engineering standards for horizontal alignment geometry. The realignment of 1100 West has been contemplated for nearly 10 years and the City has used corridor preservation funds to purchase property to make the realignment possible and the sewer has already been installed in the newly acquired alignment. There is a portion of land that will be excess property that has preliminarily been agreed by a previous City Council to dispose of in exchange for improvements and dedication of property by Scott Stratton (see attached). -Arthur LeBaron

The City Attorney recommends that this transfer is approved on the condition that the conveyance will occur after the relocation of 1100 West to its new alignment and concurrently with the recording of the corresponding phase of the Bench Lake Townhomes plat. This condition is incorporated into the proposed resolution.

The Bench Lake Townhomes project will put into effect the designed realignment of 1100 West, which will mitigate substandard geometry in the area. The property in question is currently owned by the City through prescriptive use, and should be disposed of and incorporated into development adjacent to the new roadway.

It is recommended that the City dispose of the property that is described in the proposed Quit Claim Deed, and I concur with the City Attorney's recommendation regarding the timing of the conveyance.

5. In 2018 Scott Stratton and his partner quit-claimed a 60-foot wide parcel to Hurricane City for 1100 West, pursuant to a conversation he had with the mayor at the time. The deed was recorded without any input or review from the Engineering Department. It was later discovered, and all parties became aware, that 45 feet is all that the City needed to provide for the future roadway.

In 2023 Hurricane City began the process of acquiring right-of-way for 1100 West. When presented with an offer to purchase, Scott Stratton asked that the City deed back 15 feet of the 60 that was previously deeded prior to him signing over any more property. I have prepared a legal description of the 15 feet in question, reserving a public utilities easement. -Arthur LeBaron

The master planned width of 1100 West in the area is 90 feet, centered on the Section line. Only 45 feet is needed on Scott's West boundary. The 15 feet in question is excess and can be abandoned.

The Engineering Department recommends disposal of the 15 feet in question while reserving a public utilities easement, 10 feet wide. This will help the City in acquiring the property needed from Scott Stratton for 1100 West.

6. City Ordinances restrict the use of fireworks to July 2-5, July 22-25, New Year's Eve, and Chinese New Year's Eve. In addition, the Ordinances authorize the Mayor to place by proclamation one of three conditions on fireworks. Based on a recommendation from the Fire District, the Mayor is proposing Condition 3, which is to restrict the discharge of fireworks to the following four locations: Spilsbury Park ball fields, American Legion ball fields, Three Falls Park, and Dixie Springs Park. The Mayor's proclamation does not

require Council consent, but the Mayor is seeking the Council's approval of the proposed proclamation. -Dayton Hall

7. Under Utah State Law, abandoned property that is left in the custody of the Police Department can be sold at auction following the procedure outlined under state law to do everything we can to locate the owner. Over the past couple of years, we have sold property through TNT Auctions that has met the threshold of the law, and we currently have in that account a total of \$ 15,024.32.

Under Utah State Law, funds in this account have to be allocated by the City Council to be utilized. At this time, we are asking the City Council to allocate \$10,936.00 to the Police Department to complete the purchase of our replacement pistols due to wear and to convert to the Red Dot sights. Law enforcement is rapidly converting to the Red Dot sight weapons due to the increased accuracy, which will reduce liability.

I can answer any additional questions, I do appreciate your consideration of this request and your continued support. Chief Excell

8. The City budgeted funds for updating the Storm Drain Masterplan. The Engineering Department was authorized to advertise a Request for Qualifications for this project. Professional services for this work are procured using Qualifications Based Selection (QBS). The City received statements of qualifications from 3 consultant teams. A selection team comprising Arthur LeBaron, Mike Vercimak, Weston Walker, Kevin Thomas, and Drew Ellerman evaluated the submittals and has made a recommendation to the City Council. -Arthur LeBaron

The City received statements of qualifications from the following consultant teams:

Bowen Collins & Associates
JUB Engineers
Sunrise Engineering

The selection committee reviewed each submittal and each individual on the committee submitted a scoring sheet. The scores are as follows:

JUB Engineers	91.50
Bowen Collins & Associates	85.75
Sunrise Engineering	77.75

Having earned the most points, JUB Engineers is the consultant that is being recommended by the selection committee for this project. We are requesting approval

to select JUB as the most qualified consultant that responded to the City's advertisement, and enter into negotiations for scope and fee.

A few items that led to JUB being selected are as follows:

- Extensive qualifying experience.
- Outstanding project approach, including public engagement.
- Including Zions Bank Public Finance as a member of the team to help with the financial aspect of the project (impact fee analysis).
- Including Paul Taylor on the team. Paul is considered by many the foremost expert in Utah on the Clean Water Act and MS4 requirements.

The Engineering Department recommends approving JUB Engineers as the consultant to prepare Hurricane City's Storm Drain Master Plan Update.

9. The applicant is seeking a zone change to facilitate a land swap between Western Mortgage and Realty Co. and the Washington County Water Conservancy District (WCWCD). The District owns approximately 38 acres adjacent to the Dixie Springs subdivision which is currently undeveloped besides two well sites and some of the road improvements for 3700 W. Western Mortgage will swap this land for property north of planned 2300 S which the Water Conservancy District will use for a larger water facility while the District's original property will be developed as residences. The former WCWCD property will be rezoned from Public Facility to Single Family Residential R1-10; the former Western Mortgage property will not be rezoned at this time. The Planning Commission heard this item on March 14, 2024 and unanimously recommended approval by the City Council. -Gary Cupp

Minutes of the Hurricane City Council meeting held on February 15, 2024, in the Council Chambers at 147 North 870 West, Hurricane, Utah, at 4:00 p.m.

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

Also Present: City Manager Kaden DeMille, City Attorney Dayton Hall, Police Chief Lynn Excell, Power Superintendent Scott Hughes, Public Works Director Mike Vercimack, City Planner Gary Cupp, Planning Assistant Fred Resch III, Street Superintendent Weston Walker, Recreation Director Tiffani Wright, City Engineer Arthur LeBaron, Building Official Larry Palmer, Human Resource Director Sel Lovell, Finance Manager Paige Chapman, Parks Superintendent Darren Barney, Water Superintendent Ken Richins, and City Recorder Cindy Beteag

AGENDA

4:00 p.m. Work Meeting

1. Discussion regarding the priority of future road projects.

Mayor Billings stated the Hurricane City Council established the 1100/1150 West Corridor to serve as the path of the power transmission line. Meetings were held, and letters were sent to property owners in an attempt to address their concerns. Mayor Billings read the letter she sent to the property owners and explained the reasons for not including specific completion dates in the letter. She explained citizens have requested that the City prioritize building the roadway on 1100 West before they will sign the selling agreement for their land.

Arthur LeBaron provided a list of roadway projects. This list includes the most important roadways to focus on over the next five years. He reported that the list was prepared by staff and Mayor Billings. The projects include 100 N from 200 West to SR-9, 100 East from 400 South to 100 South, 150 South from 1515 South to 1400 West, 1400 West from 400 South to 650 South, 650 South from 700 West to 1530 West, 2300 South from 1100 West to 3500 West, 900 South from 700 West to 180 West, 920 West from 400 South, Turf Sod Road from Sand Hollow to Pecan Valley, 700 West 400 South Roundabout, and Main Street from 600 North to 975 North. Mr. LeBaron reviewed the phases of the 1150 West project. The phases include 900 South to 400 South, 2300 South to 900 South, and 3000 South to 2300 South. The estimated cost to complete the 1150 West project is 4.7 million. During the meeting for the 3000 South to 2300 South section, citizens asked the City to make additional improvements to the roadway. Mr. LeBaron explained the method used to calculate the estimated cost. He stated the City could dedicate a portion of the estimated cost to satisfy the improvements requested by the community. The Purgatory Road project is multi-jurisdictional. He requests that the City Council commit several million dollars toward the project. Councilman Fawcett would like all the roads in the City to be on a repair schedule.

Mayor Billings invited property owners to share their vision and concerns for the 1100/1150 West. Mr. LeBaron reported that a QR code is available for citizens to give feedback on prioritizing the roadways.

Mac Hall reported that community members understand that the City needs the roadway to develop the transmission line. However, many people living along 2300 South to 3000 South have livestock, which creates a safety issue. He commented the citizens would like the City to preemptively develop the roadway to its full extent to accommodate the increased traffic.

Ryan Nay echoes Mac Hall's comments. Mr. Nay's children get on the school bus at the stop by the animal shelter. He and his wife drive them to the bus stop because of safety concerns on the roadway. Their biggest concern is safety. He asked the City Council to consider shoulders along the roadway.

Kelby Iverson agrees with the previous comments. The General Plan adopted in 2020 includes the preservation of agriculture. He feels the City needs to do more to protect the agricultural uses in this area. The City must address the traffic and safety issues prior to building the power line and issuing building permits. He impressed upon the City Council that the City has a duty to provide safety, protection, and welfare for all of the citizens currently living in the community.

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

Weston Walker mentioned the Street Department has completed the crack seal on roads that pavement management will chip and slurry. There is a supervisor and operator position open in the department.

Ken Richins reported that the department plans to focus on the two million-gallon water tank at Sky Ranch. He asked the City Council to contact him if they have any concerns about the project. The department has one open position.

Mayor Billings mentioned the Chamber of Commerce awarded the Police Department the Business of the Month.

Chief Lynn Excell stated the auto accident on SR-59 was fatal. The identity of the occupant has not yet been confirmed. A youth caught himself on fire and was life-flighted to Las Vegas. The department is in the process of hiring a full and part-time records clerk. Iron Man will be held on the first Saturday in May. The City is working with Matt's Off-Road Recovery and Sand Hollow State Park on their event. They will reimburse the City for the officers assigned to the event. The Rotary Club is providing security for the Easter Car show, along with two Hurricane City Police Officers. Officer Gonzalez will be graduating from the Police Academy on March 7th, and Officer Roberts will be graduating on April 25th. Animal Control Officer Jennifer Jarvis is graduating from Utah Tech University Academy on April 13th.

Larry Palmer noted seventeen single-family homes and three apartment complex building permit applications were submitted last week.

Darren Barney explained the Parks Department has filled two positions and promoted Chris Hansen to supervisor. The department is wrapping up winter projects and preparing for spring maintenance.

1 Scott Hughes stated the Power Department is focusing the substation project and preparing for
2 the summer generation schedule. He thanked the Street Department for crack sealing the
3 parking lot.

4 Tiffani Wright mentioned Marry Poppins will be the Theater's summer show, and the
5 Recreation Department is preparing for the Soccer program. The part-time Recreation
6 Coordinator position has been filled.

7 Sel Lovell stated there are four open positions, and the introductory wellness program is
8 underway.

9 Dorela Nuellari reported the City has gained four hundred new Facebook followers and eighty-
10 nine Instagram followers. She is updating LinkedIn daily.

11 Mike Vercimack stated the Public Works Department has approved six construction drawings
12 and held three preconstruction meetings in the past two weeks. The Airport Pavement
13 Preservation Project bid opening is scheduled for February 22nd, at 2:00 p.m.

14 Arthur LeBaron noted there was a lot of interest in Hurricane City's Master Transportation Plan
15 during the Dixie Transportation Expo. The bid for the Frog Hollow project is on tonight's
16 agenda. The Request for Qualifications on the Storm Drain Master Plan closes on February 20th.

17 Gary Cupp mentioned the subdivision ordinance workshop is tentatively scheduled for February
18 26th. The Planning Department has nearly finished the R1-4 zoning ordinance. Mr. Cupp
19 reviewed the General Plans Introductory chapter. The General Plan's purpose is to articulate
20 the City's values and visions. He reported that he will review each element of the plan in future
21 presentations.

22 **6:00 p.m. - Call to Order –**

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

24 Mayor Billings recognized the Hurricane Chamber Choir and the Hurricane Youth City Council
25 for their positive contribution to the community.

26 Prayer, Thought, National Anthem and Pledge of Allegiance led by the Youth City Council and
27 Chamber Choir

28 Discussion with the Youth City Council on beautification of commercial properties

29 Each member of the Youth City Council introduced themselves, sharing their future goals and
30 visions for the community.

31 Mayor Billings recognized Will Ducrest for replacing a damaged headstone.

32 Declaration of any conflicts of interest

33 None declared.

34 Minutes of the Special City Council Meeting for January 29, 2024

Clark Fawcett motioned to approve the Minutes of the Special City Council Meeting for January 29, 2024. Seconded by David Hirschi. Motion carried unanimously.

Public Forum – Comments From Public

OLD BUSINESS

1. Consideration and confirmation of funds being used to sponsor the Tri-State ATV Club

Mayor Billings reviewed the summary provided in the packet. She noted that the club was approved for \$5,000 from RAP tax funding and \$1,100 for insurance coverage. Chris Anderson explained the ATV club voted against the jamboree due to the expense. Instead, they chose to host a three-day fun run event. The club chose the equestrian park because of its proximity to ATV trails. Councilman Fawcett asked what the City's financial contribution will be used for. Ms. Anderson stated renting the tents, tables, and chairs costs \$2,300. Kaden DeMille reported that the funds donated in the past were geared toward economic development. However, the event described will not generate the same amount of attendance. Councilman Fawcett agrees with Mr. DeMille. Councilman Thomas does not favor paying for the insurance or awarding the RAP tax due to the significant changes to the event. Councilman Prete asked if the event would be viable without financial support from the City. Ms. Anderson stated that the club will move the event to a location that supports the event. Mayor Billings mentioned the club has given funds back to the City. Ms. Anderson explained the club donates the money raised to different charities. Mayor Billings noted her advocacy for the club. Councilman Thomas clarified that he fully supports the ATV Jamboree. Mayor Billings asked if it is necessary to pay for the insurance if the event is held on City property. Mr. DeMille stated the event needs to provide its liability insurance.

David Hirschi motioned to approve confirmation of funds being used to sponsor the Tri-State ATV Club in the amount of \$2,500, with the condition that the club will cover its own insurance. He noted that the facility rental fee will be waived. Seconded by Kevin Thomas. Roll call vote. Joseph Prete, Clark Fawcett, Drew Ellerman, David Hirschi, and Kevin Thomas – aye. Motion carried unanimously.

2. Discussion and possible approval of putting the pump track back up somewhere in the City

Tiffani Wright reported that erecting the track on the Utah Tech Campus parking lot is impossible. She suggested placing it on the new recreation campus. Mayor Billings asked if the track could be on dirt pending a concrete pad. She asked if it can be erected at the Community Center until a permanent solution is presented. Councilman Thomas thinks it will function well by the ball fields. Darren Barney is concerned about vandalism due to the remote location of the ball fields. Councilman Ellerman estimated the cost of a concrete pad to be \$8,000. Mayor Billings suggested adding this to the next fiscal budget. Councilman Thomas suggested placing

the pump track at the Community Center, with the intent to move the track to the new recreation campus when funding is available.

Kevin Thomas motioned to approve putting the pump track at the community center until they determine a permanent location. Seconded by Joseph Prete. Clark Fawcett, Drew Ellerman, David Hirschi, Kevin Thomas, and Joseph Prete – aye. Motion carried unanimously.

NEW BUSINESS

1. Discussion on an ordinance preventing retail sales of puppies and kittens - Andrea Kaz

Mayor Billings read the summary provided in the packet. Andrea Kaz introduced herself; she was injured during her law enforcement career. During her recovery time, she volunteered at the local animal shelter. She understands that the City Council wants to protect the community. She feels it is important for the City to understand that these businesses' fraudulent practices prey on the residents. Their bottom line is profit. The puppies are purchased from puppy mills without regard to health or breeding. She is contacted regularly by owners who cannot afford to pay for their pet's healthcare because of the loan payment they are making on the animal. Councilman Fawcett asked Dayton Hall if the City could restrict a specific business from operating in the community. Dayton Hall stated he will research the parameters of business restrictions. Councilman Fawcett expressed the importance of stopping fraudulent practices for all businesses in Hurricane City. Ms. Kaz suggested an ordinance that would restrict the loan amounts. Councilman Ellerman does not want to put the legitimate hobby breeders out of business. Councilman Hirschi appreciates Andrea's passion. However, he is not prepared to decide at this time. He recommends continuing the discussion pending further research.

Amy Moddit lives in Salt Lake City and volunteers for the nonprofit group Bailing out Benji. Their goal is to end puppy mills through research, education, and advocacy. She offered her support and experience if the City Council has any questions.

Councilman Thomas is not prepared to bring the discussion back to the Council. Councilman Fawcett would like to discuss the topic after obtaining more information.

Clark Fawcett motioned to continue the discussion on an ordinance preventing retail sales of puppies and kittens to the second meeting in March. Seconded by David Hirschi. Joseph Prete, Drew Ellerman, Kevin Thomas, Clark Fawcett, and David Hirschi – aye. Motion carried unanimously.

2. Discussion regarding utility accounts being required to stay in the property owner's name - Matt Patterson

Matt Patterson explained that requiring property owners to secure the utilities in their name will reduce the City's burden and liability. Mr. Patterson reported that \$58,437 was sent to collections from 2021 to date. Over one million dollars have been sent to collections since 1997. Councilman Fawcett is concerned that this will discourage property owners from renting their homes and decrease the housing inventory in the community. Michelle Prince explained the

length of time it takes to collect past-due balances. The process includes phone calls, texts, and emails. Past-due utilities are disconnected on scheduled dates during the month. Mayor Billings commended the staff for their time and effort in attempts to decrease the number of disconnected utilities. Mr. Patterson explained that this is a pro City ordinance and provided feedback from cities with this restriction. As the City grows, it is important to find ways to improve staff efficiency. Councilman Fawcett would like to hear feedback from landlords. Councilman Prete questioned how this would affect the rentals in the community. He is concerned about the repercussions of affordable housing in the community. Councilman Ellerman would like to have a proposed ordinance for the Council to review. Councilman Fawcett would like to research the item further before making a decision; he suggested increasing the utility deposit amount. Councilman Prete is open to further discussion after proper research.

Council directed staff to write an ordinance and bring it back to the first meeting in May to be discussed further.

3. Public Hearing to take comments on the following:

- a. Sensitive Land application on the Kolob Views Subdivision located at approximately 850 S. 1300 West

No comments were made.

4. Consideration and possible approval on a preliminary plat and sensitive lands application for Kolob Views, a 20 lot single family subdivision located at 1400 W 900 S. Stratton Dev LLC, Applicant. Colt Stratton, Agent.

Mayor Billings reviewed the summary provided in the packet, noting that the Planning Commission unanimously recommends approval of phase one only. Colt Stratton explained the plan was revised based on the previous discussion. He disagrees with only approving phase one. They cannot plan the project if the City changes the roadway's alignment. Mr. Stratton and the City Council reviewed the alignment of the roadway. Mr. Stratton reported that he would be unable to build on his property if the City builds the roadway in the designated location. Mr. Hall pointed out there is no legal access to phase two. Mr. Stratton stated they are willing to sign a development agreement restricting them from developing phase two until the proper access is provided. He noted the location of the road, per Mr. LeBaron's proposal, will deem many of his lots unbuildable. Councilman Ellerman feels this is an important roadway and questioned whether an exception should be granted for changing the grade of the sensitive land area. Mr. Hall clarified that the City Council is considering approval of a preliminary plat for phase two if the cul-de-sac is extended to the east to pick up two lots, with a note or condition that no building can take place on the two remaining lots until there is legal full access.

Drew Ellerman motioned to continue the preliminary plat and sensitive lands application for Kolob Views, a 20 lot single family subdivision located at 1400 W 900 S., until March 7th.

1 Seconded by David Hirschi. Joseph Prete, Kevin Thomas, Clark Fawcett, Drew Ellerman, and
2 David Hirschi – aye. Motion carried unanimously.

3 **5.** Consideration and possible approval of **waiving the rental & power fee** for the
4 Hurricane Utah Farmers Market - Annie Spendlove

5 Mayor Billings reviewed the summary provided in the packet. Annie Spendlove explained the
6 market will start the Saturday after the Easter Car Show and go on until the weekend before
7 Thanksgiving. She mentioned there are already three committed farmers. She is working
8 through the process of accepting food stamps. Councilman Prete feels it is important to support
9 agriculture preservation.

10 Joseph Prete motioned to approve waiving the rental & power fee for the Hurricane Utah
11 Farmers Market. Seconded by Drew Ellerman. Kevin Thomas, Clark Fawcett, David Hirschi,
12 Joseph Prete, and Drew Ellerman – aye. Motion carried unanimously.

13 **6.** Consideration and possible approval of **waiving the rental and event permit fees** for the
14 Hurricane Valley Lion's Club

15 Mayor Billings reviewed the summary provided in the packet. Leah Evans, the President of the
16 Hurricane Valley Lion's Club, noted the projects that the club has supported. They are proposing
17 a Swamp Meet on the north grass of the Community Center. They will provide their own
18 insurance.

19 Kevin Thomas motioned to approve waiving the rental and event permit fees for the Hurricane
20 Valley Lion's Club. Seconded by David Hirschi. Joseph Prete, Clark Fawcett, Drew Ellerman,
21 Kevin Thomas, and David Hirschi – aye. Motion carried unanimously.

22 Dayton Hall clarified that this approval is for a single event.

23 **7.** ZC24-01: Consideration and possible approval of a **Zone Change Amendment request**
24 **located at approximately 700 W and 2350 S from PF, public facility, to M-1, light industrial.**
25 This change will affect the west portion of parcel number H-3-2-10-2313. Beau Davis, Applicant.
26 Karl Rasmussen, Agent.

27 Mayor Billings reviewed the summary provided in the packet, noting that the Planning
28 Commission unanimously recommends approval.

29 Kevin Thomas motioned to approve the Zone Change Amendment request located at
30 approximately 700 W and 2350 S from PF, public facility, to M-1, light industrial. Seconded by
31 David Hirschi. Joseph Prete, Drew Ellerman, Clark Fawcett, Kevin Thomas, and David Hirschi –
32 aye. Motion carried unanimously.

33 **8.** Discussion and possible approval of **prioritizing the 1100 West** corridor project.

34 Mayor Billings suggested determining and prioritizing the three top projects. Mayor Billings
35 explained the City is purchasing the power line easement; in turn, the residents are requesting
36 the City prioritize 1100 West from 2300 South to 3000 South. Howard Woods stated that 1100

West needs to go to SR-9 to accommodate access to the south, which will help to divert traffic from 700 West. Councilman Fawcett is not opposed to designating funds to address the safety issues in the area. However, the primary focus is to develop another access road. Arthur LeBaron explained that this agenda item is meant to define the priority of each project. Councilman Ellerman feels 100 N is the first priority, followed by 1100 West. Mike Vercimack explained that staff is looking for direction from the City Council on their top priorities so they can start the engineering process. Councilman Fawcett feels 1100 West is the priority. The City Council discussed the projected timeline of the upcoming developments and how they tie into the projected roadway projects. Mayor Billings asked for an estimate of the cost of engineering. The community members in attendance feel that the safety of 1100 West should be addressed ahead of 700 West. Kelby Iverson commented the property owners want to work with the City. However, the safety issues must be addressed before they are willing to sell. Councilman Fawcett feels it is important to start the engineering process and meet with the property owners to clarify and address their concerns.

Clark Fawcett motioned to authorize Arthur LeBaron to obtain engineering estimates to bring forth to the March 7th, meeting. Seconded by David Hirschi. Drew Ellerman, Clark Fawcett, and David Hirschi – aye. Kevin Thomas – nay. Joseph Prete – absent. Motion carried.

9. Consideration and possible approval of the scope of work for the planned AWOS project at the Hurricane City Airport - Mike Vercimack

Mayor Billings reviewed the summary provided in the packet. Dayton Hall stated the scope of work is not a contract. Mike Vercimack read through the Scope of Work.

Kevin Thomas motioned to approve approval of the scope of work for the planned AWOS. Seconded by Drew Ellerman. Joseph Prete, David Hirschi, Clark Fawcett, Kevin Thomas, and Drew Ellerman – aye. Motion carried unanimously.

10. Consideration and possible approval of Ordinance 2024-03 amending Title 8, Chapter 1, Section 4 regarding utility rates and connection fees

Dayton Hall explained that the current practice is to give Active Military Service members a discounted utility rate. However, no resolution or ordinance is in place. Mr. Hall reviewed the suggestions received from the City Council and Kaden DeMille.

Kevin Thomas motioned to continue Ordinance 2024-03 amending Title 8, Chapter 1, Section 4 regarding utility rates and connection fee to the next meeting. Seconded by Joseph Prete. Cindy Beteag asked for this item to be continued until item two comes back to council since the proposed changes are in the same chapter.

Joseph Prete amended the motioned to continue Ordinance 2024-03 amending Title 8, Chapter 1, Section 4 regarding utility rates and connection fee to the first meeting in May. Seconded by

Kevin Thomas. Clark Fawcett, Drew Ellerman, Joseph Prete, David Hirschi, and Kevin Thomas – aye. Motion carried unanimously.

11. Consideration and possible approval of awarding a contract for the Frog Hollow Debris Basin Rehabilitation Project - Arthur LeBaron

Mayor Billings reviewed the summary provided in the packet and noted that the Engineering Department recommends awarding the contract to Whittaker Construction.

Kevin Thomas motioned to approve awarding a contract for the Frog Hollow Debris Basin Rehabilitation Project in the amount of \$6,018,014.63 to Whittaker Construction. Seconded by Clark Fawcett. Roll call vote. Joseph Prete, Drew Ellerman, David Hirschi, Kevin Thomas, and Clark Fawcett – aye. Motion carried unanimously.

12. Consideration and possible acceptance of financial guarantees for the construction of required offsite improvements for the Balance of Nature development. - Mayor Billings

David Hirschi motioned to table the consideration and possible acceptance of financial guarantees for the construction of required offsite improvements for the Balance of Nature development. Seconded by Joseph Prete. Clark Fawcett, Kevin Thomas, Drew Ellerman, David Hirschi, and Joseph Prete – aye. Motion carried unanimously.

13. Mayor Billings, Council, and Staff reports

Mayor Billings reported that Matt's Off-Road Recovery is donating a jeep, and the proceeds will go to the Veterans Memorial Park. The Car Show has guaranteed \$20,000 to the Veterans Memorial Park, and the Epson LPGA tour is donating proceeds from "Birdies for Veterans" to the Veterans Memorial Park.

Mayor Billings mentioned the Mosquito Abatement has found three positive West Nile cases in Southern Utah.

Mayor Billings stated oversized vehicle traffic in the Zion Park tunnel will be closed by March of 2026.

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

David Hirschi motioned to go into a closed meeting to discuss pending litigation and professional competence. Seconded by Kevin Thomas. Motion carried unanimously.

Adjournment: 11:23 p.m.

Mayor
Nanette Billings

March 6th,

Chief of Police
Lynn L. Excell

City Manager
Kaden C. DeMille

Council



HURRICANE CITY

Police
UTAH

City Council

David Hirschi
Kevin Thomas
Clark Fawcett
Drew Ellerman
Debbie Harte

2024

Hurricane City Mayor and City

Re: Retirement of K-9 Riko

Hurricane City Police Department has found that it is necessary for us to retire K-9 Riko. Riko is currently 7 years old and has worked as a K-9 for Hurricane City for 5 ½ years. As many of you remember, on December 26th, 2022, K-9 Riko and Officer DeMille were involved in an incident here in Hurricane where a suspect stabbed K-9 Riko several times while K-9 Riko was protecting officers. Riko went through several days in a Veterinarian Hospital in Las Vegas and many months of recovery. This along with Riko's age and condition brings us to the decision to allow him to retire and let him live out his life with his handler.

We have currently taken Riko out of service and Hurricane City has transferred ownership to Officer Eric DeMille, this agenda Item is to present K-9 Riko with a retirement plaque and thank him and Officer DeMille for their service to Hurricane City.

Lynn L. Excell, Chief of Police



From: [Tonya Wilkins](#)
To: [Cindy Beteag](#)
Subject: PECAN VALLEY RETENTION BASIN
Date: Tuesday, March 19, 2024 10:14:43 AM

Hi Cindy,

These pictures represent the conditions we have been dealing with for the last 3 years. We understand this is a temporary retention basin, but it has never worked as it should. The basin is constantly filled with debris and stagnant water because the temp drainage system installed is consistently blocked with construction materials and overgrown vegetation. The water must reach a certain level before it drains down to the new permanent basin. This basin houses mosquitoes, snakes, and rats, all of which we have spent countless dollars exterminating. We have experienced undermining our block wall footings when water reached the bottom of our footings last year and sat for months not able to drain. Our calls to the city and planning commission have only been met with excuses as to why they can't keep the area clean.

Our concern as a resident and direct neighbor is that now that this property is zoned residential, how long will the builder and city use the excuse to not act and fill it in properly and abate the mess that has been created.

Summertime is again coming and for the 4th consecutive year we still have approximately 4"-6" of standing water along with tumbleweeds (major fire hazard) covering the entire basin. We feel like the builder should have a timeline to get this work complete. We don't want this sitting any longer, it's ridiculous.

BELOW IS THE LINK TO ALL OUR PHOTOS AND EMAILS PREVIOUSLY SUBMITTED

https://drive.google.com/drive/folders/1G-y3GfjRPcLEsgfXN3XR7Y_aMzzBotoD?usp=drive_link





Brokered by: Real Broker, LLC

Tonya A. Wilkins - S.61185

Licensed Agent since 2000

Licensed Transaction Extraordinaire at Real Broker Nevada, LLC

M [702-235-6467](tel:702-235-6467) **E** Tonya@JoeTaylorGroup.com

A [7997 W Sahara #101, Las Vegas, NV 89117](#)

W Realbrokernevada.com || JoeTaylorGroup.Com



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My office hours are Monday - Friday 7:30 - 4:00.

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Tonya Wilkins <tonya@joetaylorgroup.com>

Re: Pecan Valley

1 message

Tonya Wilkins <tonya@joetaylorgroup.com>

Tue, Nov 14, 2023 at 7:22 AM

To: Fred Resch <fred@cityofhurricane.com>

Good morning Fred! I am looking for an update as to where we are with the retention basin. Please give me an update as soon as possible.

Thank you!



Brokered by: Real Broker, LLC

Tonya A. Wilkins - S.61185

Licensed Agent since 2000

Licensed Transaction Extraordinaire at Real Broker Nevada, LLC

M 702-235-6467 **E** Tonya@JoeTaylorGroup.com**A** 7997 W Sahara #101, Las Vegas, NV 89117**W** Realbrokernevada.com || JoeTaylorGroup.Com[Create your own email signature](#)**My office hours are Monday - Friday 7:30 - 4:00.**

On Oct 10, 2023, at 2:02 PM, Tonya Wilkins <tonya@joetaylorgroup.com> wrote:

Hi Fred, Thank you for your response. It's funny that you say the city is working with the neighboring property owners. I am the only one that is affected by the uncomplete basin. There are no other homes that sit next to it other than mine. There is my home, then the basin and 2 vacant lots that are in the vicinity. Please let me know if we have missed some sort of communication from you.

Thank you!



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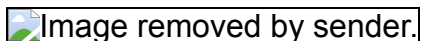
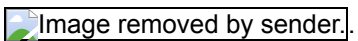
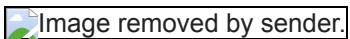
Be aware! Online banking fraud is on the rise. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call us immediately to verify the information prior to sending funds. • Due to increased fraud, buyers, sellers and lenders should confirm all wiring instructions by phone directly with our office before transferring funds. • WARNING! WIRE FRAUD ADVISORY: Wire fraud and email hacking/phishing attacks are on the increase! If you have an escrow or closing transaction with us and you receive an email containing Wire Transfer Instructions, DO NOT RESPOND TO THE EMAIL! Instead, call your escrow officer/closer immediately, using previously known contact information and NOT information provided in the email, to verify the information prior to sending funds.

On Tue, Oct 10, 2023 at 8:58AM Fred Resch <fred@cityofhurricane.com> wrote:

The City has not signed off on Mr. Wyler or his agents filling in the retention basin at this time, however the subdivision drains east to west so there is no immediate concerns with existing houses being flooded. We are still monitoring the situation and working with Pecan Valley and the neighboring property owners

From: Tonya Wilkins <tonya@joetaylorgroup.com>
Sent: Monday, October 9, 2023 1:23 PM
To: Fred Resch <fred@cityofhurricane.com>
Subject: Re: Pecan Valley

Hi Fred, just following up on my previous email. Any update?



Brokered by: Real Broker, LLC

Tonya A. Wilkins - S.61185

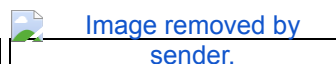
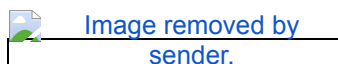
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On Thu, Oct 5, 2023 at 8:00AM Tonya Wilkins <tonya@joetaylorgroup.com> wrote:

Good morning! At this point all the builder has done was push all the crap, and garbage into the water hole and added mounds of dirt. Is he planning to just fill the hole with the dirt? The whole neighborhood is plumbed to drain into that retention basin. If he does not plan on re-routing the lines then where is the water going to do. My I'm house will be the first to flood. I won't have that. I need to know what the city is planning on having the builder do. I have attached photos for your reference. Please let me know asap.



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Brokered by: Real Broker, LLC

Tonya A. Wilkins - S.61185

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My office hours are Monday - Friday 7:30 - 4:00.





















































Tonya Wilkins <tonya@joetaylorgroup.com>

PECAN VALLEY ESTATES RETENTION BASIN

2 messages

Tonya Wilkins <tonya@joetaylorgroup.com>

Fri, Nov 17, 2023 at 3:30 PM

To: thomas@cityofhurricane.com, heideman@cityofhurricane.com, hirschi@cityofhurricane.com, sanders@cityofhurricane.com, prete@cityofhurricane.com, billings@cityofhurricane.com, Fred Resch <fred@cityofhurricane.com>

Bcc: Mark Wilkins <markw@wilkinselectric.com>

Mayor Billings and Councilmen,

I am writing to you in hopes that I can get your help. We live in Pecan Valley Estates next to the retention basin. The retention basin is not completed and is constantly filling with water and debris. Several times we have gone to the developer Chris, Gary Cupp and Fred Resch regarding the basin. When speaking with Chris he tells us "Don't worry I am building a home there." Most recently after all the rain that we had in Sept/Oct I contacted Fred Resch multiple times about the standing water. The concern that we have is since the basin has been partially backfilled and we have all the hard rain all of the water from the streets run into the basin. This is not only a health and safety concern but there have been several times I have seen children swimming in it. What if one of them were to drown?

When we notified Fred Resch of this previously he sent me an email stating he had been in contact with the builder and it was being resolved. The only thing that has been done is the developer is backfilling the basin without a permit or properly rerouting the water line. I have asked him multiple times for a resolution and get no help.

In the past year we have spent over \$100 a month to treat all the standing water around us to help maintain the amount of mosquitos and bugs we are faced with. Not to mention that we have had to result in 4 bait boxes in our backyard to kill all the mice we are having in our yard. We have a monthly exterminator that comes to spray and fill the bait boxes with poison.

We understand that construction does take time. However we have been in our home almost 2 years and have been trying to get this resolved for the past year. Nothing is being done other than we are being told the city is working with the surrounding property owners. We are just asking for the basin to be completed properly so that we do not get flooded out. Our property walls have the footings exposed due to the water running down to the hole and sweeping the dirt away. Everytime it rains all the runoff water goes to the basin.

I have attached several photos of the before and after along with my email correspondences with Fred Resch. Thank you for your time. My number is 435-525-

7682 should you wish to discuss further.

 [Joe Taylor Group Mail - Pecan Valley.pdf](#)

 [Joe Taylor Group Mail - Retention basin in Peca...](#)

Thank you!



Brokered by: Real Broker, LLC

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27 attachments



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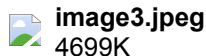


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Tonya Wilkins <tonya@joetaylorgroup.com>

Tue, Nov 21, 2023 at 8:46 AM

To: thomas@cityofhurricane.com, heideman@cityofhurricane.com, hirschi@cityofhurricane.com, sanders@cityofhurricane.com, prete@cityofhurricane.com, billings@cityofhurricane.com, Fred Resch <fred@cityofhurricane.com>

Good morning Mayor! I just wanted to touch base with you since it is a short week for all parties. Have you been able to get any more information? I would love to have somebody come to my home and visit this personally and we can discuss it in person so that you can see what we're talking about.

Thank you!



Brokered by: Real Broker, LLC

Tonya A. Wilkins - S.61185

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My office hours are Monday - Friday 7:30 - 4:00.

On Nov 17, 2023, at 3:30 PM, Tonya Wilkins <tonya@joetaylorgroup.com> wrote:

[Quoted text hidden]

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26 attachments



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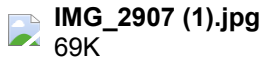
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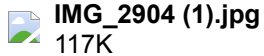
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STAFF COMMENTS

Discussion on an **ordinance preventing retail sales of puppies and kittens** - Andrea Kaz

Discussion:

Andrea Kaz would like the Council to adopt an ordinance that prevents retail sales of puppies and kittens. She has provided a list of other cities in Utah that have adopted something similar, as well as statements from victims from puppy stores.

Findings:

Recommendation:

Attachments:

1. List of example ordinances in Utah
2. Sample of puppy mill locations
3. Personal testimonies of victims
4. Letter of Support from Because Animals Matter
5. Ordinance Examples

UTAH

Salt Lake County, UT (unincorporated areas) – Enacted October 2015; effective immediately

Millcreek, UT - Enacted December 2016; effective immediately

Emigration Canyon, UT – Salt Lake County code adopted January 2017; effective immediately

Copperton, UT – Salt Lake County code adopted January 2017; effective immediately

Kearns, UT – Salt Lake County code adopted January 2017; effective immediately

Magna, UT – Salt Lake County code adopted January 2017; effective immediately

White City, UT – Salt Lake County code adopted January 2017; effective immediately

Sandy City, UT – Enacted May 2018; effective immediately

Midvale, UT – Enacted July 2018; effective immediately

Murray City, UT – Enacted August 2018; effective immediately

Salt Lake City, UT – Enacted November 2018; effective February 2019

Kaysville, UT – Enacted October 2021; effective immediately

Davis County, UT – Enacted May 2023; effective immediately

DAVIS
COUNTY**Section 6.28.080 Sale Of Animals****A. Sale of Animals Prohibited on Public Property and at Swap Meets**

No animal as defined in Section 6.04.010 shall be sold, given away, or otherwise transferred, on or from any public street, roadway, right-of-way, sidewalk, park, or "swap meet." A swap meet is defined for the purpose of this section as a place of commercial activity popularly known as a swap meet, farmers market, flea market, or park-and-swap, which is open to the general public and composed of enclosed, semi-enclosed, or outdoor stalls, stands, or spaces rented or leased to persons on a temporary basis for the purpose of display and sale, barter, or exchange of new or used merchandise.

B. Sale of Dogs or Cats and Display of Dogs or Cats Available for Adoption by Pet Shops

1. It shall be unlawful for any pet shop to sell or offer for sale a dog or cat.
2. It shall be unlawful for any pet shop to provide space for the display of adoptable dogs or cats unless all of the following requirements are met:
 - a. Any dog or cat displayed for adoption is displayed by either an animal rescue organization or a public animal shelter;
 - b. No part of any fees associated with the display or adoption of a dog or cat, including but not limited to adoption fees or fees for the provision of space, shall be paid to or received by the host pet shop or to any entity affiliated with or under common ownership with the host pet shop;
 - c. The host pet shop shall not have any ownership interest in any animal displayed for adoption; and
 - d. Each dog or cat displayed for adoption shall be adopted for total fees not in excess of \$500.

C. Exceptions

Nothing in this article shall prohibit the sale, gift, or other transfer of ownership of animals at a private residence, animal shelters, county fairs, animal exhibitions or shows, or 4-H activities.

D. Penalties

A violation of this chapter shall be a class C misdemeanor. Each sale, offer for sale, or space utilized to transfer an animal made in violation of this Chapter shall constitute a separate violation.

HISTORY

Adopted by Ord. 06/2023 on 5/23/2023

NOW, THEREFORE, THE CITY OF ST. GEORGE HEREBY ORDAINS:

Section 1. Ratification of Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Ordinance.

Section 2. A New Chapter, Chapter 11, is added to Title 3, Business and License Regulations, to be named Retail Sale of Dogs and Cats by Pet Shops and to read as follows:

Section 11-7-1 - Definitions.

As used in this Chapter:

- A. "Pet shop" means a retail store where animals are kept, sold, or offered for sale on the premises. Such term shall include any owner or operator of the business. An animal rescue organization or public animal shelter, as defined in this section, shall not be considered a pet shop.
- B. "Sell" means to exchange for consideration, adopt out, barter, auction, trade, lease, or otherwise transfer.
- C. "Offer for sale" means to display or proffer for acceptance by another person.
- D. "Animal rescue organization" means a non-profit organization incorporated under the law of any state and exempt from federal taxation under Section 501(c)(3) of the federal Internal Revenue Code, as amended, and whose principal purpose is the prevention of cruelty to animals and whose principal activity is to rescue sick, injured, abused, neglected, unwanted, abandoned, orphaned, lost, or displaced animals and to adopt them to good homes. "Animal rescue organization" shall not include any entity that breeds animals or that (1) is located on the same premises as; (2) has any personnel in common with; (3) obtains, in exchange for payment or any other form of compensation, dogs or cats from; or (4) facilitates the sale of dogs or cats obtained from—a person that breeds animals.
- E. "Public animal shelter" means a facility operated by or under contract with any state, or a political subdivision of any state, for the impoundment and care of seized, stray, homeless, abandoned, unwanted, or surrendered animals.
- F. "Cat" means any member of the species *Felis catus*.
- G. "Dog" means any member of the species *Canis familiaris*.
- H. "Person" means an individual, corporation, organization, partnership, or any other entity.

Section 11-7-2 – Sale of Dogs and Cats by Pet Shops.

It shall be unlawful for any pet shop, as defined in Section 11-7-1, to sell or offer for sale a dog or cat.

Section 11-7-3 – Display of Dogs or Cats Available for Adoption.

It shall be unlawful for any pet shop, as defined in Section 11-7-1, to provide space for the display of adoptable dogs or cats unless all of the following requirements are met:

- A. Any dog or cat displayed for adoption is displayed by either an animal rescue organization or a public animal shelter, as those terms are defined in Section 11-7-1;
- B. No part of any fees associated with the display or adoption of a dog or cat, including but not limited to adoption fees or fees for the provision of space, shall be paid to or received by the host pet shop or to any entity affiliated with or under common ownership with the host pet shop;
- C. The host pet shop shall not have any ownership interest in any animal displayed for adoption; and
- D. Each dog or cat displayed for adoption shall be adopted for total fees not in excess of \$500.

Section 11-7-4 – Enforcement and Penalties.

Each sale or offer for sale in violation of Section 11-7-2, and each provision of space by a pet shop in violation of Section 11-7-3, shall, in addition to any other applicable penalty, be punished by a fine of \$500. Each sale, offer for sale, or provision of space made in violation of this Chapter shall constitute a separate violation.

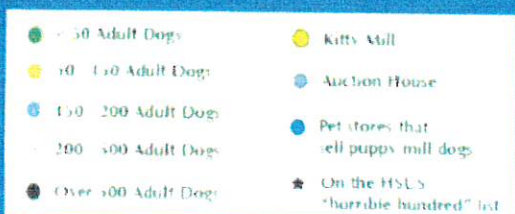
Section 3. Conflict. If any ordinances, or parts of ordinances, are in conflict herewith this Ordinance shall control to the extent of the conflicting provisions.

Section 4. Severability. The provisions of this Ordinance are intended to be severable. If any provision of this Ordinance is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 5. Codification. The provisions of this Ordinance shall be made a part of the City Code of the City of St. George, Utah. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; the word “ordinance” may be changed to “section” or other appropriate word as may be necessary.

Section 6. Effective Date. [Insert effective date].

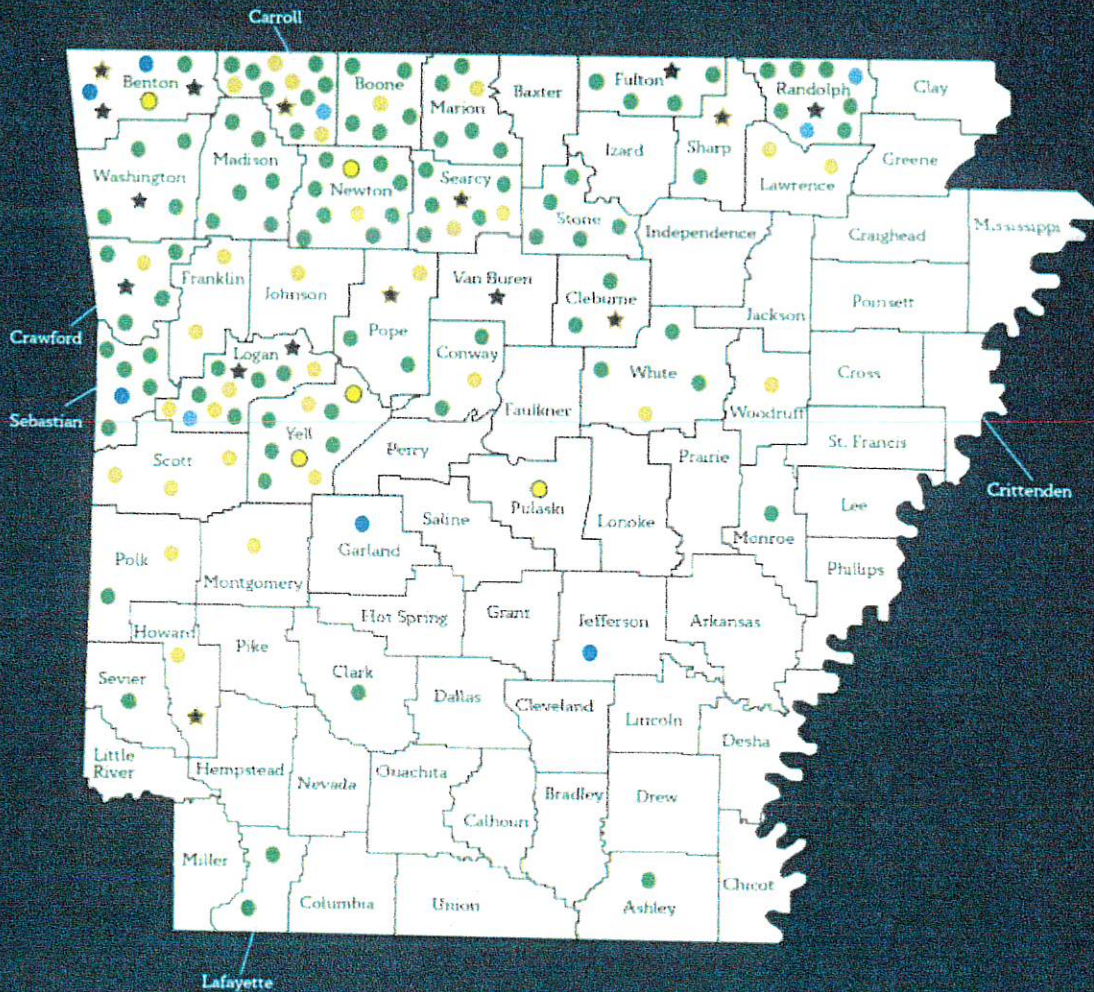
Missouri Puppy Mill Map



Bailing Out Benji

Arkansas Puppy Mills

Research obtained by Bailing Out Benji
from 2020 USDA and state records



*Number of Adult Animals Per Facility

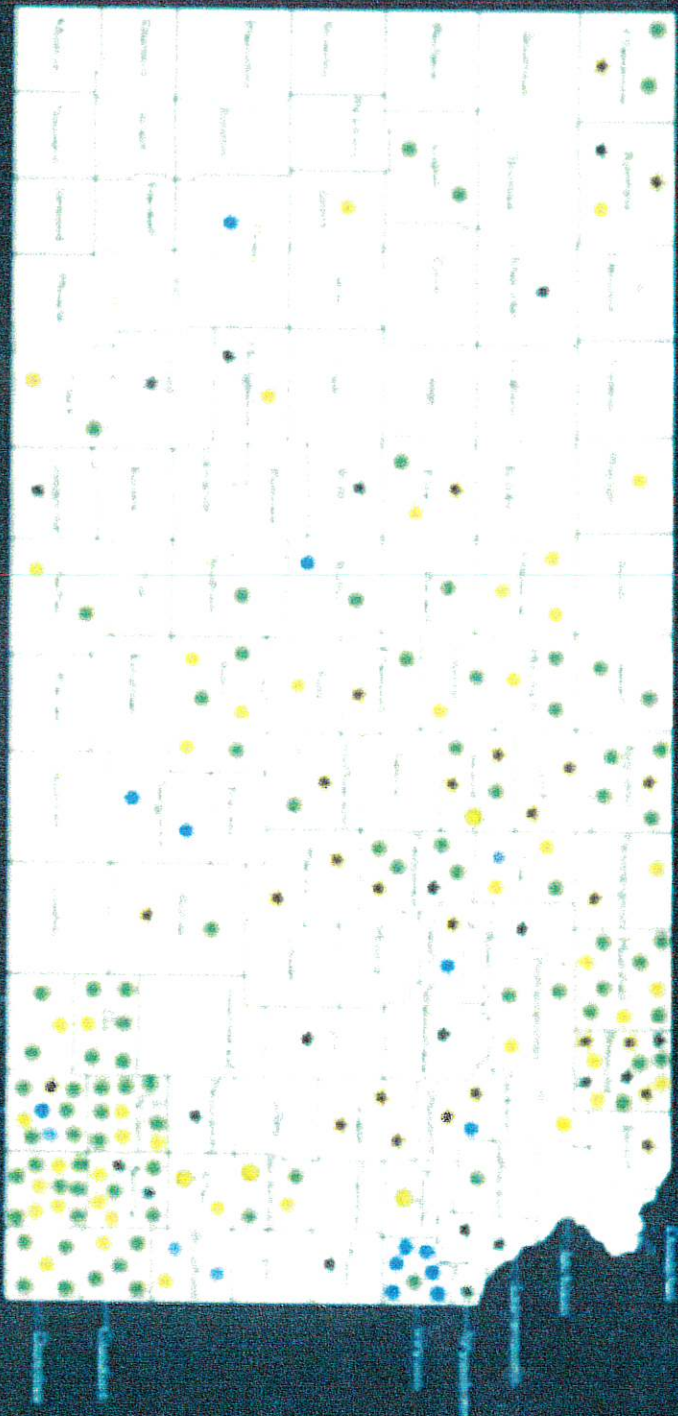
0-49	400-749	Pet stores that sell puppies
50-149	750-999	Auction house / flea markets
150-249	1000+	On the HSUS "horrible hundred" list
250-399	Cat Breeders	Repeat offenders on "horrible hundred" list

Research obtained by Bailing Out Beijing from 2020 USDA and state records



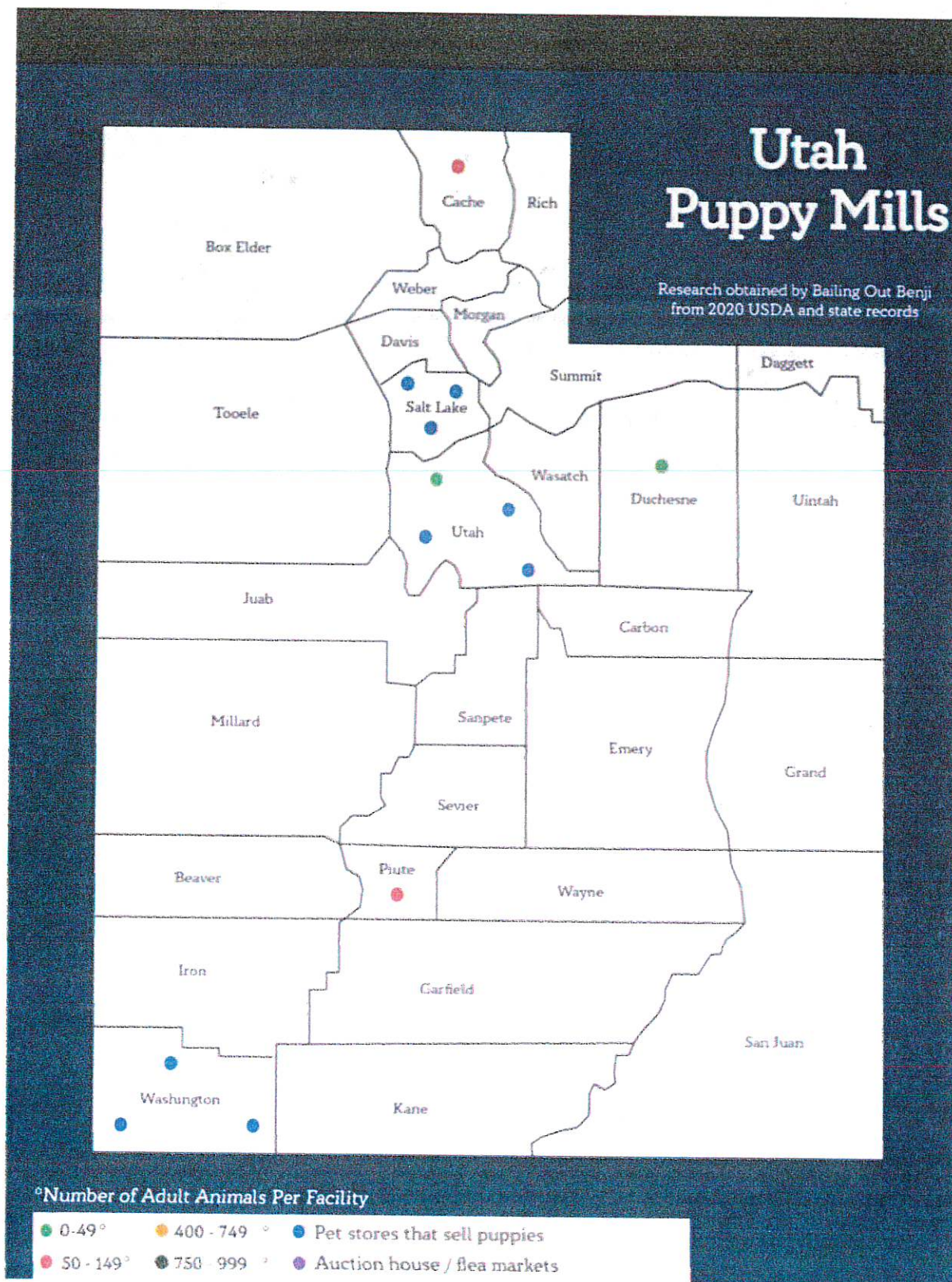
Kansas Puppy Mills

Map created by PuppyCity.org
 using 2008 USDA and state records.



Number of Puppy Mills by County





The following is a compilation of witness accounts, experiences and stories from past customers as well as employees for the Puppy House. It has been compiled and witnesses interviewed via messaging by Addison Kanoelani Almodova Graham of St. George, Utah.

Many more stories are being posted on the Facebook group. This document is just a compilation of people willing to talk with me privately.

These stories have happened at both locations between Washington & St. George.

Many people have come forward but are unwilling to go on record and wish to remain anonymous due to threats received from the current owners of the stores. One customer claims the owners allegedly threatened that they [the owners] would find them and "bash their knees in." So fear related to coming forward is understandable.

Most experiences seem to fall under the same few categories: financial, animal abuse/neglect/sickness, and owner relations with employees. Employees have said that they were continuously yelled at by the store owners, and the turn over rate is incredibly high.

The owners of the store are at times referred to as Andi, or Andrea and Chris in these accounts.

Malea Shae Gibson: *Customer*

"I walked by "Puppy House" in Washington while waiting for pizza at Little Caesars and noticed the same puppy that I had seen there in the same tiny glass box 2 months before. She was 8 weeks the first time, 16 weeks the second. She is a large breed dog and had about 2 feet to move.

I went in just to pet her and the way she looked at me broke my heart. She was lethargic and just laying there. It kept me up all night.

The next morning I decided I had to get her out of there. While there I asked many times about her health, and records etc. they kept assuring me she was healthy. I asked when she had been seen by the vet last and they told me the breeders vet had checked her out, and there had been no need for them to have a vet check her. They told me her parents were OFA tested but had to request that info. Actually every document I asked for they said they had to "request," My gut was telling me this was shady, but my heart said I couldn't leave that baby there.

I asked many times if I could see how she played and interacted on the floor. They told me no, because people track diseases in on their shoes. I said that I needed to see that she can run around and play because I've only ever seen her lay there. They assured me she runs around and plays just fine, that she was just tired because of the time of day.

I ended up carrying her out of there. As soon as I put her down at home, I noticed something was off about her back legs. They were turned outward and she couldn't walk very well. She was very unstable and kept tipping over. I immediately took her to the vet and he confirmed angular deformities in the hind legs. He told me she would have to go to a specialist and she would need a corrective surgery at about \$5,000 per leg.

I went straight back to puppy house, and asked for a refund because now I'm going to have to pay for surgery for this poor dog. They told me no, of course. They smugly looked at her and said "she looks fine" and "why didn't they do an X-ray?" I said, It is clear as day her hind legs are not correct. I told them I wouldn't leave without some sort of refund so they called the cops and had me trespassed from the store. I had another vet look at her who is very familiar with the breed and he said it looks like she did not develop properly due to no exercise and being on the same hard surface (that it does not look like a genetic problem) SHE IS DEFORMED BECAUSE OF THEIR NEGLIGENCE!

There was ONE girl (out of 4 employees) there that even cared about the puppy. She told me they lied about her running around and playing, because these dogs NEVER get exercise and NEVER go outside. She said she would probably get fired because anyone who agrees with a customer is fired.

They did not give me a copy of the contract.

They did not give me her AKC papers as promised.

They did not give me any vet records.

They lied about everything without any remorse. They have no heart and couldn't care less about these animals.

Update: I did receive an email with akc papers to get her registered, but they are transferring ownership from the breeder to Puppy house. Not to me.

Kaitlin Scow: *Customer*

"My husband and I were on a date and near the end of it, we decided to go and look at cute puppies, because who doesn't? We walked around for about 1-2 minutes until a worker came up to us and asked us if we were looking for a specific kind of puppy. We told her that we needed a dog that would not shed because I am allergic to dogs that shed. She then grabbed a shih tzu puppy from the glass bin, and explained that this kind of breed sheds very little but it's totally manageable. She gave the puppy to me and asked if we wanted to play with him in the play pens they have there in the store. We did so and not even 5 minutes into playing with the puppy, the same girl came up to us and asked us if we wanted to check and see if we would get approved for a puppy later down the road because we told them in the beginning that we were not looking to buy because I knew it costs an arm and a leg for a puppy! While the girl was looking to see if my husband would get approved, we were holding the puppy and he was cuddling us, it was like the puppy was begging to get him out of there. My husband was not approved and they wanted to see if I would approve. I got approved and the girl kept handing me stuff to sign, telling me what each statement said like, "oh this one is just to make sure your credit score is correct" or "this one is that your annual income is over this amount". Stuff like that. Yes, I should have read everything I signed but she told me I didn't need to because it was so long and she explained each one to me. She sat there and watched newlyweds sign their lives away, smiling and lying to our faces. When I was done signing, the girl said in the happiest voice she gave, and I quote, "congratulations, you own a puppy!" My husband and I looked at each other in fear and shock, then looked at the girl and said, "we didn't want to buy the puppy, we were only checking to see if we qualified." Her smile was still on her face when she said, "oh, well you can take him for 24 hours and bring him back." They scooted us out the door with the puppy in his kennel, and we owned a puppy. The next day rolled around and we took him back in telling the workers what happened and they sat there and told us we were lying and they couldn't do anything for us. Might I mention, this puppy was almost \$5,000, with a 1.25%-1.65% interest rate! I was outside the store crying my eyes out because we could not afford this puppy because by the end of paying, we would of paid about \$8,000, is what my highly educated father told us. My parents were livid after what happened with the Puppy House employees and how they lied just to get money out of us. Not only to get money out of us, they also lied about the puppy's age! They said he was about 6-8 months old, and when I read into his paperwork, he was born June 27th 2019, and we got him in October 2019. Just about 5 months old. What we ended up doing was getting a loan of \$5,000 dollars and paying off what we owed to Credova, so we wouldn't pay so much in the end. And to this day, we are still trying to pay off the loan we got. We are so lucky he was not one of the sick ones that are there now, and always have been."

Update: I just received a call from Puppy house, offering me a refund but I would have to return the dog. I told them I wouldn't be returning her to be neglected any further, but that I would work out a different price for her. We shall see what they say."



Anonymous Ex-Employee:

"I worked for the puppy house for a long time, I was of higher position in the puppy house even and I know of everything that was going on in the puppy house by the time I left. I had to make another profile that is anonymous because the owners of the puppy house have reached out to me and told me if I slander or talk about the company on social media in anyway they will come after me with lawyers. I started at the puppy house because I wanted to work with animals and I loved the puppies. I want to tell a bit of my experience and what I know as fact at the puppy house. I've seen a lot of people say that we drugged our puppies, luckily I can say that that never happened. A lot of the times the puppies were sad or depressed because their kennel mate was adopted or they were sad they weren't being petted. However they were never drugged. The reality is the techs who work there loved the puppies and cared/cares for them to the best of their ability. Me as well as many of the other techs would go out of our way to make the puppies as happy as possible. We loved them deeply. I couldn't say the same for the owners Andi and Chris however, they cared about the money more than the puppies they were selling. They would sell puppies with coughs and puppies with deformities quite often without disclosing that they had them. They treated selling a puppy as selling a car. You had to do anything to sell the puppy, and that meant quote often lying. Lies about how big a puppy was going to get, how much a puppy really is, how much your monthly payment would be, how high the interest rates are, lying about the puppies' temperament or personality and so much more. It was constant lies. Not only did they lie but they trained the sales staff to lie as well. In fact, they had cameras constantly watching and they always seemed to watch us. If we didn't say exactly what we were supposed to we would get a call and we would get yelled at. They would say a mixed puppy was registered when it wasn't. There were multiple times they would blatantly lie to customers faces and tell them they are pedigreed when they weren't. But the worst part of it all is when we got our first Parvo case in. I was told from the very beginning that if we got a parvo puppy in we would have to put it down because we needed to protect the rest of our puppies from getting parvo. But it wasn't until we got our first Parvo puppy that I really realized what that meant. Our first Parvo puppy was an Australian shepherd chow chow puppy. It was a beautiful little puppy that I had noticed wasn't feeling good. She was very lethargic. I brought her in the back and I was trying to nurse her back to health and give her special treatment. Because she was so sick we decided to perform a snap test on her. It came out positive for parvo. We all knew what that meant as soon as we saw the positive test results. That meant we were going to have to euthanize this poor pup. We however did not realize that it was going to be our responsibilities. Having a parvo puppy would ruin the puppy houses reputation so they had different techs take the puppies to the vet and put them down in their names. We had to take the puppy to the vet, name it, say it was our puppy, drop it off to the vet, pay for it with our money then get reimbursed later because they were so worried that people would find out we had a parvo outbreak. But we did have a parvo outbreak and there were multiple people calling back in saying their puppies had parvo and the owners would say there's nothing they can do because there's no way they could have gotten it in our store because the puppy was fine when it left. If you showed any emotions whatsoever you got in trouble. If you were sad because a puppy was sick you were yelled at. The last puppy to be put down before I left was an aussiedoodle. My coworker loved that aussiedoodle and wanted to adopt him before he got sick and after he got

Irving Mendez: *Customer*

So we recently got our dog there , the manger Christian came in and took a look and everything was fine . He went over the payment and stuff he told us our monthly payment would be 100\$ and it would be every month . But turns out it more than 100\$ a month and it's every bi weekly not monthly.

Jamie Duty: *Customer*

We bought a Pomeranian and decided to do the loan process and just pay her off in a month. They said there was a \$250 filing charge or something along those lines so we decided to pay that on the debit card instead of having it added to the loan. We finished up the paperwork and we received an itemized detail of our loan and we didn't notice at the time but they added the \$250 filing fee to the loan. We contacted them and they gave us the go around about how it's different. My wife then emailed for a more in depth reasoning behind the \$250 charge and my wife simply said I'm not paying the same thing twice. They then threatened to call the police on my wife for larceny. I told my wife to drop it, these people are cons and \$250 isn't a big deal. Also to add to this, when I brought the puppy to the vet they had to give her certain shots again because the ones they had on file for her were prematurely given to her and her age and size did not make sense to be giving her those shots

Anonymous: *Customer*

The owner Andrea is my boyfriend's ex wife's sister. I tagged my boyfriend on the post that had gone viral, and he tagged Andrea in it and said "care to explain?" So she could at least tell her side of the story. But she took it the wrong way. She had gone through our information from when we purchased our dog 2 years ago (I didn't know about puppy mills back then) and pulled my phone number. She then calls me and screaming and threatened me that she was going to come over to our house and break our kneecap.

I was at work when she called and even though she wasn't on speaker my 2 coworkers could hear every word she was screaming at me. So I have witnesses. She then hangs up, I called her back to apologize if my boyfriend's comment was stressing her out but that I didn't appreciate how she was screaming at me and she could've talked instead. She then again starts screaming and threatened to hurt me again. And she hung up. Police was involved to protect ourselves from her. But the way she acted is not ok as a business owner. I hope this helps bring her business down.

I'd say that for smaller and more common breeds average price was \$500-\$1200

For more rare and larger breeds they would end up paying around \$1000-\$2500

So if the puppy is being bought at \$500... Normally the price would start at \$3200. Like almost always, that was the price it started at. Which when they first opened that wasn't the case. But they would use the whole "covid" card... saying that's why prices are higher. Because the puppies cost more to get in. Which isn't true... I saw how much they paid for puppies when they first started.

So if they end up selling a puppy at that \$3200... like without up selling or without insurance... Like just the puppy.

They would make a \$2,700 profit. The sales person would only get \$32 from that sale.

There were times they told me. 'You aren't here to be friends with your other coworkers. You are here to sell.'

Now I might be remembering this wrong, but i'm almost positive Andi told me that she thought... "by not being friends with your coworkers, and counting your Commission checks in front of your other sales team... it might make them work harder to be better" or something stupid like that. Those aren't exact words though.

One time I went up to Andi when I first started and said.

"I felt a little shady when I made that sale."

She then tells me, without hesitation.

"That's common in sales."

Like no... that really isn't the case... unless you are scammer!

So that never sat with me right

Also around the time that I hit the 3 month mark they didn't raise my commission. Didn't do that for the other sales people either. One point they raised the hourly a dollar. But that doesn't change much at all.

Another thing i was told is that. If you ever see a celebrity... the dog that is set at \$3500... is now \$11,000

Or if they knew someone had money. They would up the price of the puppy.

How would they know the person had money? Two ways. One, it literally could be someone from around town that people just know who have money.

Or the more common way....

When you see how much you get approved for. On one credit company that was used, someone could get approved for \$15,000 or even \$20,000.

sick she asked if she could care for him instead of putting him down. She said she would pay for the vet bills and she would nurse him back to health if they would just surrender him to her. They said no. Instead of giving her a free sick puppy she could have cared for and nursed back to health they decided to euthanize him. They euthanized quite a few puppies over the summer. Any puppy that came in that we saw have parvo was euthanized. It was a heartbreaking thing to see because I truly loved the puppies. Everyone I worked with loved the puppies. Those puppies were our lives for so long and even after getting off work we would go on our days off to check on them because we cared for them so much. The owners of the puppy house are the issue. The techs there really only care for the well being of their puppies. Those puppies deserved better than the puppy house."

In reference to euthanizing puppies: "We dropped them off and they went inside and euthanized them. I'm going to try to get my vet records today[at] Southwest emergency animal clinic. We went to St George animal clinic the most. They didn't like us much cuz we were a puppy store. However we hardly ever went to the vet. Andi, the owner didn't trust vets and wanted us mostly to treat them at the store. I took a puppy to red hills once and it got diagnosed with a heart murmur. I got yelled at later because I did not argue with the vet. We sold that puppy later that month. We went in for a health certificate and was diagnosed with a heart murmur. I forgot the grade. The vet said this puppy was not safe to travel. I got back to the puppy house, Andi yelled and degraded me because I didn't argue with the vet. She then took the puppy to a different vet. Didn't tell them anything about the heart murmur and shipped the puppy."

Anonymous Ex-Employee

Ex Employee prefers to remain anonymous and expressed, like other past employees, fear that the owners would recognize them and come after them. The following is a summary of things the employee witnessed at their time working for Puppy House.

"They would almost daily give incentives to customers if they were to give 5 star reviews.

Example...

5 star reviews for \$50 off

or

5 star review and you'll be entered in a raffle for a free puppy at Christmas time."

So when I got hired. I was promised

\$11 an hour plus commission. Which this was true. However, I was also told that after 3 months of working there your commission would raise a percentage.

Also, I should tell you the percentage you start off with is 1%!!

I've [worked] in retail sales and made more than that.

Most of the puppies they would get in would cost them anywhere from \$500-\$2500.

Anna Telford: Ex-Employee (Vet Tech)

Anna recorded her experience which can be viewed on video at this link: <https://bit.ly/3owN469>

Some notable quotes from her video:

"I heard how many dogs they put down due to Parvo. I had to do several Parvo tests. And they told me, if a dog did have Parvo, we couldn't track it in our app..." [The vet techs had access to an app where they kept a record of the dogs health/sicknesses]. And they were not allowed to put in the record, if a dog had parvo because it was "bad energy and bad vibes." Anna continues to tell her experience with a puppy that was sold to a family that was incredibly sick with pneumonia. The family tries calling the store to ask for help, but the owners Chris and Andi, allegedly blocked the family from calling the store. Which forced them to physically bring their dog into the store to ask for help. They bought the dog at The St George location, and when I asked Anna why the family brought their dog to the Washington location where Anna worked, she said, "I'm not sure why she brought it into our store I think it's because she was looking for Chris and when I called him he said he will be in a meeting and will not come in he would avoid that family at all costs."

Work Space for Vet-Techs



Which this starts a whole thing too. Because if someone was approved for that much. I was told to move very quickly and to use people's emotions! Because people will start to think about the money itself and other things.

Also if someone was approved for a larger amount. We automatically were told to add everything on there to upcharge. But without telling them... Then telling them, oh this stuff "comes with the puppy"

Even though it's almost an extra \$1000 to \$2000.

Also it's literally stuff that cost them nothing to do. Like literally activating the puppies microchip.

One time I watched Andi make a sale with a younger couple. Like maybe in their late teens, early twenties.

She had them sign the contract, telling them that it was to just check how much they were approved for. Then after that, they were starting to think more about if they wanted to really buy a puppy and wanted to just leave and think. Which is normal and fine.

But she was like... *"I'm sorry, you've already signed the contract."*

Because of that there isn't anything I can do. The money will start to come out even without getting the puppy. So basically they were forced into getting a puppy.

I watched her do the sale. She was very fast and didn't explain in much detail. Skipping through the contract just to have them sign. I think it was EasyPay finance as well. Which the interest rate is 189%

Like she made them think they were done. Also, there were times she would contradict herself in a sale. Telling us that the puppies had to have insurance. And it's illegal to not have it. Which i think was anywhere from \$199-\$499 depending on which one you got.

Which wasn't even like real insurance. It was a thing the puppy house offered. Even though it barely covered anything. But how she would contradict herself was that she would tell people no you HAVE to get this. It's illegal not too. just because she wanted that extra amount of cash. But as soon as the person was thinking about walking away. she would be like actually we are going to throw that in for free. Another time I sold two beautiful little puppies to someone who I worked a lot with. Helping them to find the perfect little babies. They ended up like me so much they literally wanted to tip me \$100. They even came in with cash. As soon as Andi heard about it, she wanted the price to be raised more. Because she saw that she had more cash. And said that they will make "a deal" for her.

They ended up, adding \$500 more. So she had to go get more cash. And even apologized because she didn't have enough to tip me. Which is fine because she didn't even have to... that was just her own kindness.

But Andi even said that i would get a bonus for that sale to the customer. Which was a lie if you can believe that."

puppy down for them but so many other employees were forced to and put it in there own names. They weren't even allowed to stay with the puppy when it went, instead it had to be alone with people it didn't know. Most of the puppies weren't even that bad off, if they were just to keep them at the vet to get there health up, but no. We were told the reason we put them down was to "not harm the other puppies and put them in danger" but if that was true then they could've easily sent them to the vet and kept them there, I mean they have PLENTY of money. But nope, it was all about money to them, they didn't care about the puppies. They also told us that once a puppy gets parvo they are done for and there is no surviving, so I thought we were putting them out of their misery. The last straw for me was when they put down the last puppy before I quit, we named him Teddy, he was an Mini Aussiedoodle. I was actually looking to buy him since I've always wanted one and he just had the most cutest personality ever. I got prequalified for him and everything but they only went down about \$300, which is what they would do for normal customers and I was so offended and my financial status wasn't quite as good as I was hoping for it to be so I didn't get him. After about a week he got very sick and we did a snap test on him and it came up positive... We did a few snap tests on him and it kept on coming up positive and he just kept on declining and declining. They then decided to go put him down but before they took him, I offered to put him into my care and I would take care of all the financial needs for him and take him to the vet to get whatever care he needed, but they refused... As I said goodbye to him, I looked into his eyes and they still seemed so hopeful, it absolutely broke my heart. After that I was done, I couldn't take it anymore, I quit after that. We actually had 4 employees quit that same day. We all cared for the puppies but the owners didn't, it was too heartbreaking...

Teddy



Anna Nielson White: Ex-Employee

So I started there in November 2020 to June 2021, I worked there as a Vet Tech and saw pretty much everything they did. So every Tuesday we got a shipment of puppies usually between 5-15 puppies when we got them we would check them to make sure they were up to standard health. Some of the conditions those puppies had were pretty bad, every time we got them they were extremely dehydrated they were panting and they were kept in small kennels in the truck from Pinnacle Pet. When we got them out they would be so excited because they finally got out it was so sad to see and some of them did have a higher temperature due to being in the trucks for hours. And when we opened our second location in St. George, we weren't getting enough puppies so we went with another delivery service. And this one was a lot worse than Pinnacle, one time we got a dog with a tick in his ear that we had to get out and dogs who had coughs.

Whenever we got a sick puppy we would keep them in the back until they got better, in these kennels that aren't that big. We had a Shiba-Inu and Rottweiler that were in the back for more than a month because they both had pretty bad coughs. We put towels over them so they "spread" their cough. All they wanted was to see out, the Shiba ate part of the towel so he could see through, he was the sweetest little thing too. The Rottweiler also ate the towel because he was stressed out and bored, he would then poop it out and eat it again, it was so awful. Whenever we cleaned out the kennels you could just feel how hot and humid it was. We didn't bathe them either, because it would "contaminate" the sink that we bathed them in, they both smelled so bad. The only time we let them out was to do the checks which only was maximum 5 minutes; during the checks we checked their temperature, weight, and behavior. During their check we couldn't use "negative words" because it "looked bad," such as lethargic, tired, sad, bored, etc.

Nothing made sense there. We couldn't show too much emotion or we would get in trouble, such as be sad when we put a puppy down. We were always watched and listened to, in the back and the front, we were never to talk negatively about anything we did or else we would get talked to. They would change the rules all the time, if we didn't say the right things to the customers we would get in trouble. I mean we got in trouble for asking too many questions, it was just awful.

They made us lie ALL THE TIME! Like we lied about monthly payments, co-signing on a loan (which isn't a thing), prices, when talking about the breed of the dog, just everything. We had a French Bulldog that all the employees thought was deaf. Every time we tried to wake her up she wouldn't move, every time we clapped or tried to make noise she wouldn't react. But the owners didn't care as long as they got their money, it was always about money for them. That French Bulldog made them a lot, I don't remember how much specifically that French bulldog was but usually French bulldogs go for around \$10,000. So they didn't care, as long as the customer didn't realize. They did this kind of stuff all the time, as long as they got their moneys worth.

Near the end we put down about 4 puppies all around a month or two, it felt like so much more than that but that's all I remember. They were all so sad to watch, I thankfully never had to put a

12:46



10/19/2021 Weight 2.0 Internal Vet.Techs 🌐

Temp 100.3
Silly happy curious
Gave nutrical and
stress drops
Morning check
RJ

10/18/2021 ***ears are curling Internal Vet.Techs 🌐

back probably
because he's going
through his teething
phase. I read some
threads online to
see if it causes any
issues and so far it
seems like it
doesn't. the
threads said that
over some time the
ears will go back to
normal. like within a
few weeks to a few
months. just in
case keep an eye
on his ears. let
victoria know about
this***
KS

10/18/2021 afternoon check Internal Vet.Techs 🌐

weight 2.0
temp 101.5
gave nutrical and
karo
hyper playful sweet
KS

10/18/2021 Morning check Internal Vet.Techs 🌐

Weight 1.14
Temp 100.1
Curious

Silly

km.petkey.org

The following are images provided by an *anonymous ex-employee* from the app that vet-techs used to record the health of the puppies.

12:53   

sweet
KS

6/2021 Morning Check Internal Vet.Te
Weight 4.4
Temp 101.5
Playful, Exciting,
Loving
SC

5/2021 I heard him cough a Internal Vet.Te
few times so I put
him in the back
not sure if he was
just coughing, as in
getting something
out of his throat, or
like "sick coughing"
like kennel cough
that's been going
around so I'm just
being cautious!
KS

5/2021 Bathed and blow Internal Vet.Te
dried
SC

5/2021 afternoon check Internal Vet.Te
weight 4.4
temp 100.5
put salvation on

km.petkey.org

12:55

Cuddly, Calm
Other:
-ASH

1/10/2021 Morning check Internal Vet
weight 5.2
temp 101.1
gentle shyness
quiet
VR

1/9/2021 When eating, Shiba Internal Vet
tends to lift up her
leg (sometimes
both) and balance
on her front paws.
Checked legs to
see if hurt but
seemed just fine.
Cute characteristic.
SC

1/9/2021 2nd day dewormer Internal Vet
given
SC

1/9/2021 Afternoon Check Internal Vet
Weight 5.4
Temp 100.6
Gentle, Calm,
Smart
SC

km.petkey.org

1:09



	Springs, MO	0010	
Betty Lawson	Mtn Grove, MO	43-A- 8 0516	
Jett Arba	Vian, OK	73-A- 7 2089	
Joseph Miller	Houstonia, MO	43-A- 7 5790	
ANITA GUSTIN	BERRYVILLE, AR	71-B- 7 0123	
Nathan Fleming/Terry and Howard Buening	Neosho, MO	43-A- 7 3947	
Tabetha Cannon	RICHLAND, MO	43-A- 6 4566	
Titus Coblentz	TUNAS, MO	43-A- 6 6163	
Dustie Gardner	Anderson, MO	43-A- 5 6385	
Countryside Pets	Versailles, MO	43-A- 5 6286	
DONALD PULLEN	BIG CABIN, OK	73-B- 4 1822	
Sonny Hearne	SULPHUR SPRINGS, AR	71-A- 4 1363	

Current Pets:

Avg. Age: 12 Weeks 1 Days

Pet Types

The following is a list of their "breeders" which are currently being researched and seen as puppy mills..

1:09



Breeder	Location	Usda	# Pets
Burnetts Playful Puppies	Exeter, MO	43-A-5826	15
Oak Leaf Kennel	Verona, MO	43-A-6128	14
Bernita Bernsen	LAHARPE, KS	48-A-0907	12
Debbie Phillips	Long Lane, MO	43-A-1353	12
Carol Novak	Phillipsburg, MO	43-A-4543	11
Glen Reed	Sheldon, MO	43-A-6220	10
Genny Michon	Winona, MO	43-A-2678	9
Maxine-Mae Pets	Versailles, MO	43-A-6370	9
Missie Weaver	Jerico Springs, MO	43-A-6013	8
Patty Lindahl	Mtn Grove, MO	43-A-0516	8
Carl Arko	Vian, OK	73-A-2089	7
Joselyn Miller	Houstonia, MO	43-A-5790	7
AJATA-GUSTILL	BERRYVILLE, AR	71-B-0123	7
Marsha Patricia Terry and Howard Buehler	Neosho, MO	43-A-3947	7
Tippetha Cannon	RICHLAND, MO	43-A-4566	6
Tina Gagnier	TUNAS, MO	43-A-6163	6
Russell Turner	Anderson, MO	43-A-	5

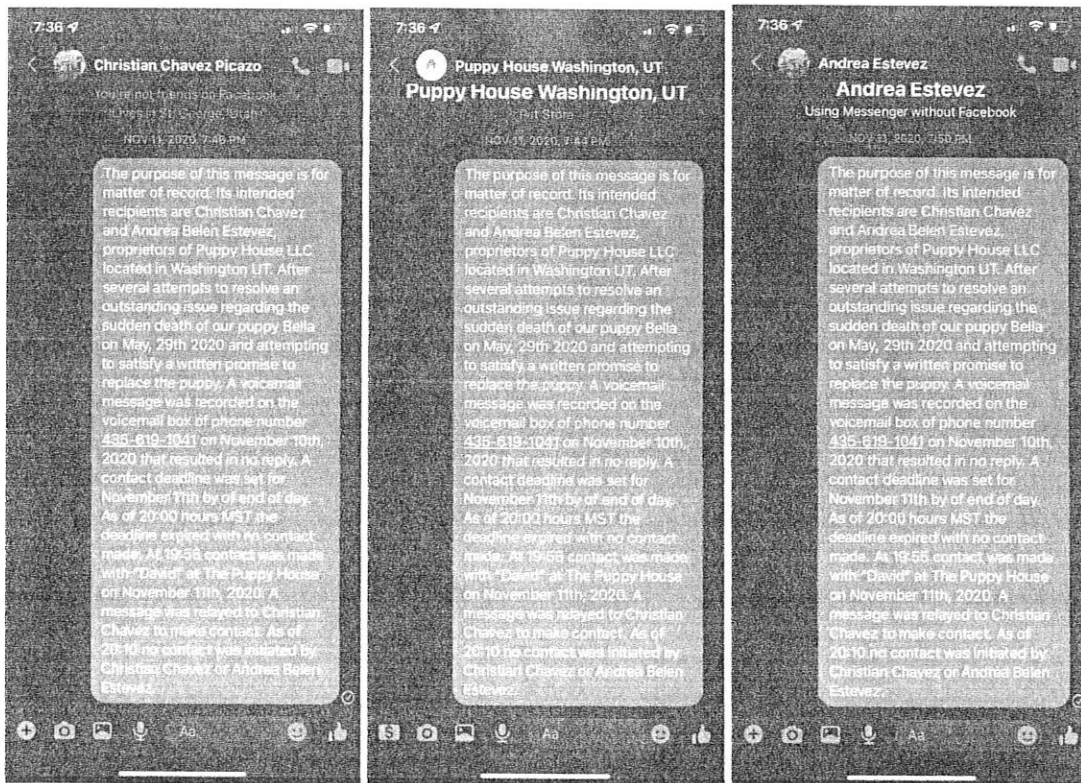
km.petkey.org

Jaene Smith: *Customer*

I bought my sweet little Iris, Cavalier King Charles Spaniel, back in September. She was 14 weeks at the time of purchase and I have record of all of her vaccines and family pictures and family tree (which is how I found out she came from a puppy mill). Just yesterday she was very sick so I took her to the vet and there I found out that she did get her shots but she got them super early! At only 3 weeks old! And ever since I got her she has had this really bad gag/cough and I still don't know what that is. She also has Coprophagia that I am still currently working on. When I walked into the puppy house I didn't even see her at first because all of the other pups were freaking out and barking and wanting to be pet and she was just laying there all alone in her glass box. Another thing that concerned me was when I was going through the purchasing and whatnot the employee that was hold her asked the lady in charge if the puppy needed to be taken to the back to "get ready" and from the other posts I've seen she was possibly seeing if the pup needed to be medicated, but like I said before she was already very lethargic. When I brought her home she slept for a few hours. But now she is very happy and playful! I am not happy I put money into the puppy house business but I'm happy I could save her.

Anonymous: *Customer*

"My family and I wanted to share our story. I messaged both owners via messenger and the store." See below



1:12



2m

B

Top Breeders:

Breeder	Location	Usda	# Pets	
Burnetts Playful Puppies	Exerter, MO	43-A-5826	15	
Oak Leaf Kennel	Verona, MO	43-A-6128	14	
Bernita Bernisen	LAHARPE, KS	48-A-0907	12	
Debbie Phillips	Long Lane, MO	43-A-1353	12	
Carol Novak	Phillipsburg, MO	43-A-4543	11	
Glen Reiff	Sheldon, MO	43-A-6220	10	
Genny Nichol	Winona, MO	43-A-2678	9	
Meadow View Pets	Versailles, MO	43-A-6370	9	
Nelson Weaver	Jerico Springs, MO	43-A-6013	8	
Betty Lawson	Mtn Grove, MO	43-A-0516	8	
Jett Arba	Vian, OK	73-A-2089	7	
Joseph Miller	Houstonia, MO	43-A-5790	7	
AMITA GUSTIN	BERRYVILLE, AR	71-B-0123	7	

received it. When we did our loan they NEVER looked at our ID's and Never confirmed our identity's. Something awful is going on there

[In regards to paying extra for the dog being ESA registered] I knew you have to get a doctors note, but they advertised a certificate for housing that i could use in the meantime! NOT a real thing and i payed 300 for it!

The original reason i went in there was for a mini aussie puppy, I was SO excited to get it and halfway through the paperwork i looked down and realized the puppy was a boy. THEY HAD HIM MARKED AS FEMALE ON THE CAGE

THEY HAD TO CHECK THE PAPERWORK BECAUSE THEY DIDNT KNOW HIS GENDER we wanted a girl dog because our upstairs second bedroom smelled faintly of dog pee when we moved in and i was afraid of a boy pup marking. IF I HADNT LOOKED I NEVER WOULD HAVE KNOWN."

When I asked for paperwork or receipts: "THEY DIDNT GIVE US ANY PAPERWORK EXCEPT A FAMILY TREE, SHOT RECORDS AND A MICROCHIP REGISTRATION! NOT EVEN A RECEIPT. They said everything would come in our email by morning and IT NEVER DID. When we did our financing we had to sign it through a email on our phones, when the email came to my phone CHRIS TOOK MY PHONE AND SCROLLED TO THE BOTTOM THEN HANDED IT BACK TO ME AND TOLD ME "just click this button nothing else is important" and i found out next day he scrolled through THE ENTIRE CONTRACT"



.cont'd

"He strung my wife and I along for nearly a year after promising via email to "make it right" by getting us another puppy. I finally messaged him his girlfriend and the store and got no reply. The guy is a thief. We filed a complaint with BBB and they promised to resolve the issue and didn't. After nearly \$4,000 and two days of ownership all we were left with was a tiny urn of ashes. We had our Bella for 2 days when she started having massive seizures. I notified the owners immediately and they had me take her to the Vet to get a diagnosis. I took her to a vet in St. George and one in Vegas but at the Vets recommendation we had to put her down since it was inhumane to run any more tests. She was very sick. He [the vet] suspected liver shunts but she was too sick to run the additional tests. She would have had to hang on for two more days to run the additional tests. There initially was contact with Christian Picasso, one of the owners. But once I got upset and sent him the messages above and called the store threatening to sue him I got no response.

This was after nearly a year of messaging back and forth. Trying to get him to get us another puppy. Honestly the experience was super painful and traumatic for myself, my wife and my boys. When we read the news article it brought everything back. I would like to remain anonymous since judging from the experiences of others, they can be extremely vindictive. The last thing I need is for them to do something with my financial information."

Melody Tomer: *Customer*

"The the original problem was them lying about our loan. we were overpaying for the dog in the first place but when i didn't get approved for the 4000, they asked me if my boyfriend would "co sign" he agreed and they said it worked. our payments would be around 150. the next day when i got my contract that was not the case. they gave us two SEPARATE loans for 2000 each and we had no WEEKLY payments of 150. meaning we were paying 600 a month for the dog which we could NOT afford. When I tried to have the dog returned the next day because they lied they had the "police" call me and said if I returned the dog it would be a felony. I checked with the police the next day and that was false. Someone impersonated a police officer. Then I went online with my story and they were very upset. They ran my credit 3 times in retaliation. This was the second time i had to contact the police. When I again posted publicly about this they threatened me. They couldn't even spell their threats correctly. After taking our dog to the vet her shot records were very incorrect. She had to have 3 more rounds of shots because they weren't given to her correctly. Her microchip was also not programmed as promised. Our dog also walks with a slight hip issue because she was kept in such a small cage so long. We brought her into Modern Pet store to get some treats a couple days after we got her and an employee asked us where we got her. I let her know where but said i would NOT recommend them. Funny enough she used to work there. I mentioned to her how our dog has been so tired since she came home. We found out unfortunately that the dogs while in the store are given caffeine and sugar everyday to be excited when people come in to purchase them and she was going through with drawls. Sure enough I added some sugar to her water and she perked up. SO much is wrong with this place. We also payed extra to have her ESA registered and never

Puppy house 16w
can have some help from you guys X

my credit union told me it was.

can you explain these emails then?

You are a slanderer; we won't be messaging back and will proceed with legal action. Your bullying tactic of posting on social media was screen shouted and will be used in the case of trying to harm a good business



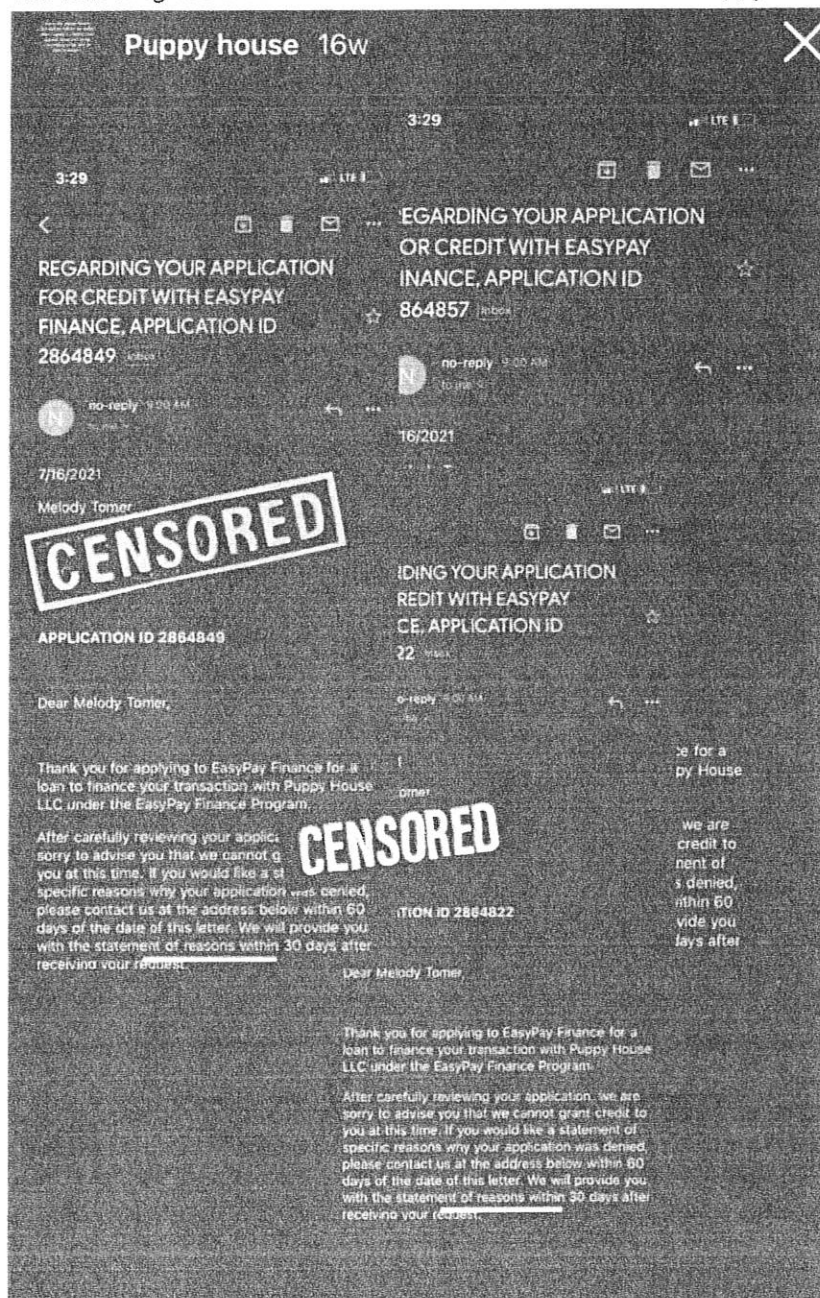
tactic* screenshotted*

yall-

also i have multiple former employees behind me who are willing to testify on your business practices. I don't want to slander you. I want you guys to fix the harm you have done to my life (as well as many other people)

i'm not threatening you and i never have. i'm just telling my own story. i am allowed to share my own experiences.

The following are screenshots of conversations between Puppy House and Melody.



Gabriela Hurtado is a previous *customer* who is currently in the process of trying to take Puppy House to small claims court. Gabriela is the woman who's story Anna Telford speaks of in her video of her story.

Gabriela Hurtado: *Customer*

I also had a very bad experience with the puppy house at the St George location. I've been very hesitant to come forward because I want to take them to small claims court and I don't know if going public will affect my case. Either way I want to help close them down. My puppy was diagnosed with upper respiratory infection that was not treated and then turned into a severe case of pneumonia. Anna, the one who posted the video, was talking about me and my family. I have vet records and recorded conversations with Christian Chavez and Victoria, the store manager. I'm filling out paperwork for small claims. From what they told me they're going to call for a hearing and then go to a small trial where I won't need a lawyer or anything and they'll demand the puppy house to pay me the compensation

June 28, 2021

My husband, my kids, and I went to the Puppy House on River Rd to see the puppies. We all fell absolutely in love with a gorgeous, brown, and white Victorian Bulldog. We noticed she was wheezing and dry heaving but a lady named Victoria told us that that was the nature of the bulldog. The puppy also had green/yellow mucus and Victoria also told us that it was completely normal since bulldogs tend to suffer from a lot of allergies. We took the puppy home that day and named her Lola.

At home, Lola spent the evening sleeping and was very lethargic. She did not want to eat or play with any of her toys. During the night she woke us up several times because of the coughing, dry heaving, and wheezing.

June 29, 2021

In the morning I called ALL of the veterinarians in the area asking them if it was normal for a bulldog to be dry heaving and coughing so much and to have green/ yellow mucus from her nose and was very lethargic to the point where she wasn't eating or drinking anything. They all told me no, but none of them had an availability for her to be seen that day until the emergency clinic opened up at 5pm. I called Southwest Emergency Clinic at 5pm letting them know about Lola's condition and they suggested I take her in ASAP. Before I did, I called the Puppy House and spoke to Victoria where she assured me that bulldogs have difficulty breathing and that it is completely normal for her to be making strange noises. She also repeated that the mucus were only allergies, they took her to the vet and that is what they told them. She suggested that if the wheezing continued I should just give her "Children's Robitussin".

I took her to the emergency vet after that phone call just for reassurance she was ok. She was diagnosed with advanced pneumonia by Dr. Strasser. (See Patient Chart)



first they lied about the
type of loan

we were

getting and

then when

we told

them

we couldn't

afford

the

payments

they

offered me

no help

7:00



Please share this as much as you can to make more people aware of what Puppy House Washington, UT is doing. So no one else gets scammed out of thousands of dollars. Nathan Tamplin and I wanted to buy a dog and found a beautiful golden retriever we fell in love with at The Puppy House St. George location but we weren't sure if we could afford it or not. Looking back we should have 100% rescued a dog from the shelter, but once we saw the puppy we took home we were set. We paid about 4000.00 for a golden retriever puppy without knowing how much the dog was actually worth. After doing research about this, the dog was probably worth about 1600. This isn't the issue though, that part was on us. I sat down to see if I could get approved for financing and was told I was only approved for 2000. I was disappointed but accepted this and was prepared to leave when they brought in the owner Christian. He told us he would try one more thing and could possibly get us approved. He then asked my boyfriend if he would like to cosign on the loan so we could get approved for enough to purchase the puppy and so that we could get the lowest payment possible. Nathan said yes and they added him onto the loan, and told us we were approved for the full amount with a payment around 150\$. We were excited. We could easily afford this split between the two of us and we could take the puppy home that day. They had me sign a contract digitally which I read, and it had TEN pages. Keep that in mind. I agreed and signed this contract. They said in order to get our copy of this contract we signed it would come to our email in 24 hours. We left thinking we cosigned on a 4000.00 loan and had a monthly payment of about 150\$. Two days later I got a text saying it was time to pay our bill. This is when I also thought about the fact I hadn't seen the contract in my email and I looked for it. When I found my copy, I saw I had a loan for 2000.00 and this is when I realized something was wrong. I then checked my boyfriends account and realized we had two different

account numbers. We had not cosigned a loan for 4000



refund us what we had paid for her since she was already sick when he got her and he reminded me that all sales are final and there are no exceptions. He also suggested I give her some oxygen booster and treat her at home so the vet bills won't continue to go up. Chris told me they had a bulldog puppy a couple years ago that also had pneumonia and they were able to treat him in-house. I asked how they monitored his oxygen intake since the vet told us that without Lola receiving any oxygen her intake would drop down to 80% which was very dangerous. Chris told me that the puppy's intake was down to 60% and the puppy lived and had a pretty good life. He also told me he was talking to his insurance where they were going to send a check either Monday or Tuesday to refund me what I had spent so far on Lola's medical bills.

My mom and I headed over to Sportsman's Warehouse and bought two cans of oxygen booster. We brought Lola home that evening and started spraying her for ten minutes every hour as Chris suggested. I didn't feel confident on what I was doing so I took her back to Southwest Vet where she stayed the night.

July 2, 2021

I picked Lola up from the emergency vet and took her to Washington Family Vet.

I spoke to Victoria to give her an update on her health and let her know the Dr that had seen her that night said there wasn't much difference in her health. I also let her know I tried the oxygen booster and didn't feel confident if she was actually receiving any oxygen or not.

Dr. Gillespie called to give me an update and said he gave her another dose of antibiotic and suggested I take her back to Southwest for the weekend to continue her oxygen treatment.

I looked for Chris that evening around 5pm and he was no longer at the store. I spoke to two of the employees there, Rebecca and Anna where I explained everything that was going on and that I needed to speak to Chris to see if I could get, in writing, answers about a check that was supposed to get here on Monday or Tuesday of the following week. At the beginning they were both very hesitant to give me any answers on where he was or if he was coming back or if I could talk to him over the phone. After Anna tried calling him he said he was at a meeting and was not going back to the store and suggested I talk to Victoria, again. I asked Victoria if I could get everything in writing and she said she was going to let Chris know but unfortunately could not make any decisions herself, Chris had the last word with everything.

I received an email from the puppy house with a picture of the first page of the contract explaining that the 15 day viral guarantee only covers \$500 of medication.

July 3, 2021

My husband and I received an email from Andrea Estevez letting us know, in writing, that they could offer \$1,500 plus the \$500 of medications. If we didn't agree then further communication

June 30, 2021

I picked the puppy up at 7:30 am and transferred her to the Washington Family Vet Clinic where she saw Dr. Gillispie. (See Patient Chart) I went to the Puppy House to look for the store owner, Christian Chavez, but I was told he wasn't there and nobody knew if he was going to go, at what time he was going to go, or if he was going to show up at the Washington, or St. George store. I talked to Victoria (See recorded conversation) and I told her everything that had happened so far. She assured me the puppy was taken to the vet at St. George Animal Clinic on Tabernacle and everything was alright with her before she was sold to us. She also said she was going to talk to Chris and let him know everything that was going on and will let me know what he decides. After talking to her I received a call from Dr. Gillespie just for an update on Lola's health and I asked him if he could call the St. George clinic and get some type of medical records from when she was taken over there.

Later that day I called the Washington Puppy House and asked for Chris, they told me he wasn't there at the moment and they didn't know when he was going to show up. My sister was on that side of town so I asked her if she could check to see if he was actually there or not. Victoria then called me and told me Chris was out of town on business when my sister let me know Chris was at the Washington store. I asked Victoria not to lie to me and I didn't understand why they were making such an effort to hide from me. She assured me it was just a mistake and that she thought he was actually out of town but she was wrong.

I talked to Chris and again let him know about everything that was going on and he just said he was going to talk to Victoria and let me know how they can help me out with the vet bills. He also said Lola was taken to the vet on Friday June 25th where she wasn't detected with any type of pneumonia and was "greenlighted" to be sold. He let me know about the 15 day viral guarantee and asked me to send him all of the invoices and xray's.

I picked Lola up from the vet at 5:00pm where Dr. Gillespie let me know Lola was seen at the St. George Animal Clinic on June 9th for an upper respiratory infection. She had not been seen again since then.

July 1, 2021

I picked Lola up from the Southwest Emergency Vet and transferred her to the Washington Family Vet so she can continue her oxygen treatment. (See Chart)

I talked to Victoria that morning to give her an update. She suggested I start treating her at home with some oxygen booster.

I picked Lola up from Washington Family Vet and stopped by the Puppy House so he could see the puppy, her IV, and hear her cough. She was sleeping when I took her in. I wanted to see if he had an update for me about the vet bills or to see if they could take the puppy back and

Patient Chart for Lola
Date: 07-02-21, Time: 5:29p

Client: Gabriela Hurtado
Page: 2

Date	By	Code	Description	Qty (Variance)
Mild lung sounds on auscultation				

ASSESSMENT SECTION

NOTES

Pneumonia

PLAN SECTION

NOTES

Continue on O2 therapy throughout the day. Coupage q4 hours. Antibiotics given at SWEC will not be due again until this evening. Will not need radiographs this visit.

07-02-21 AG APPT\$ Appointment notes for 07-02-21
DA, transfer from SWEC, oxygen

07-01-21 AG CHKO Patient Check Out
503 Radiograph, Additional View 2
731 Oxygen Administration, Hour 5
745 Hospitalization, Level II

Client Instructions - Recommend continuing treatment at SWEC overnight

Age: 14w Temp: 101.00 Respiration: 48.00 Pulse: 128.00

SUBJECTIVE SECTION

BAR. Still mildly lethargic but much better than yesterday.

OBJECTIVE SECTION

Will stand up and wag tail when examining

ABNORMALITIES

Respiratory

Mild lung sounds on auscultation

ASSESSMENT SECTION

NOTES

Pneumonia

PLAN SECTION

NOTES

Recheck radiographs
Coupage q 4 hours
Challenge out of O2 = dropped to 80%.

06-30-21 CB ZP5487 PNEUMONIA

would be through attorney's only. I denied her offer and my husband explained her medical bills were a lot more than \$2,000 and it was only fair if they paid the whole thing.

She never responded.

The following 3 pages are copies of the paperwork from Lola's vet.

Date	By	Code	Description	Qty (Variance)	
06-30-21	AG	RAD2VIE 9901	Radiographs Primary w/ Additional View Complete Blood Count CBC (In House)		
Test	Result	Flag	Normal Range		Measure
			Low	High	
ElementHT5 06-30-21 4:40p					
Leukocytosis, Neutrophilia, An					
WBC	42.99	H	6.00	17.00	10^3/uL
NEU	39.88	H	3.62	12.30	10^3/uL
LYM	1.45		0.83	4.91	10^3/uL
MONO	1.32		0.14	1.97	10^3/uL
EOS	0.26		0.04	1.62	10^3/uL
BAS	0.08		0.00	0.12	10^3/uL
NEU %	92.8	H	52.0	81.0	%
LYM %	3.4	L	12.0	33.0	%
MONO %	3.1		2.0	13.0	%
EOS %	0.6		0.5	10.0	%
BAS %	0.1		0.0	1.3	%
RBC	4.10	L	5.10	8.50	10^6/uL
HGB	10.5	L	11.0	19.0	g/dL
HCT	29.0	L	33.0	56.0	%
MCV	70.6		60.0	76.0	fL
MCH	25.6		20.0	27.0	pg
MCHC	36.2		30.0	38.0	g/dL
RDW %	16.8		12.5	17.2	%
PLT	336		117	490	10^3/uL
MPV	9.8		8.0	14.1	fL
IVLSO Requisition 42275-1165665					
Test	Result	Flag	Normal Range		Measure
			Low	High	
Catalyst One 06-30-21 9:31a					
GLU	104		77	150	mg/dL
CREA	0.2	L	0.3	1.2	mg/dL
BUN	4	L	7	29	mg/dL
BUN/CREA	19				
PHOS	8.9		5.1	10.4	mg/dL
CA	10.0		7.8	12.6	mg/dL
TP	6.0		4.8	7.2	g/dL
ALB	2.6		2.1	3.6	g/dL
GLOB	3.4		2.3	3.8	g/dL
ALB/GLOB	0.8				
ALT	32		8	75	U/L
ALKP	136		46	337	U/L
GGT	0		0	2	U/L
TBIL	0.1		0.0	0.8	mg/dL
CHOL	155		100	400	mg/dL
AMYL	479		300	1300	U/L
LIPA	297		100	1500	U/L
Na	144	L	145	157	mmol/L
K	4.4		3.5	5.5	mmol/L
Na/K	33				
Cl	110		105	119	mmol/L
Osm Calc	284				mmol/kg
1271IDX Chem 21					
731 Oxygen Administration, Hour					
MDCWST Medical Waste Fee					
BLDDRW Blood Draw Fee					
5					

Washington Family Veterinary Clinic**Patient Chart**

Printed: 07-02-21 at 5:29p

CLIENT INFORMATION

Name	Gabriela Hurtado (18289)	Spouse	Rony
Address	1143 N 1340 W Cir #2 St. George, UT 84770		

PATIENT INFORMATION

Name	Lola	Species	Canine
Sex	Female	Breed	Bulldog, English
Birthday	03-23-21	Age	14w
ID		Rabies	
Color	Brown and White	Weight	10.00 lbs
Reminded	(none)	Codes	

Reminders for: **Lola** Last done

06-30-22 Exam/Office Call

Follow Ups for: **Lola**

06-30-21 emailed X-Rays

HEALTH HISTORY SUMMARY

Date	Diagnosis
------	-----------

06-30-21 PNEUMONIA

Lola's weight history (in lbs)

06-30-21 10.00

MEDICAL HISTORY

Date	By	Code	Description	Qty (Variance)
07-02-21	JK	FNOTES	By: NO, Follow-up notes NO: 07-02-21 at 5:21p: Dr. King advised O to transfer patient to SWEC for further care throughout holiday weekend.	
07-02-21	AG	CHKO	Patient Check Out	
		1145	Convenia 2 week injection	
		731	Oxygen Administration, Hour	5
		745	Hospitalization, Level II	
		CHK	Patient Check-In	

Age: 14w Temp: 100.90 Respiration: 36.00 Pulse: 148.00

SUBJECTIVE SECTION

BAR. Up and wagging tail whenever O2 cage door is opened.

OBJECTIVE SECTIONABNORMALITIES
Respiratory

Patient Chart for Lola
Date: 07-02-21, Time: 5:29p

Client: Gabriela Hurtado
Page: 5

Date	By	Code	Description	Qty (Variance)
------	----	------	-------------	----------------

General
Puppy is very lethargic

Normal Systems: Integument, Musculoskeletal, Cardiovascular, Digestive, Urinary, Genital, Neurologic,
Lymphatic, Other

ASSESSMENT SECTION

NOTES

Radiographs reveal no change in the last 12 hours when compared to SWEC radiographs severe pneumonia. Diagnostic bloodwork reveals leukopenia confirming inflammatory process, likely related to pneumonia.

DIAGNOSES

PNEUMONIA

PLAN SECTION

NOTES

Oxygen therapy throughout the day.
Return to SWEC Overnight.
Obtained medical records from visit at Animal Clinic of St. George on 6/9/21. Diagnosed with Upper Respiratory Disease and placed on Clavamox suspension at that visit. Suspect this pneumonia is remnants of that condition.

06-30-21 AG APPT\$ Appointment notes for 06-30-21
D/A transfer from SWEC

Patient Chart for Lola
Date: 07-02-21, Time: 5:29p

Client: Gabriela Hurtado
Page 4

Date	By	Code	Description	Qty (Variance)	
06-30-21	AG	IVLSO	Requisition 42275-1165623		
<u>Test</u>	<u>Result</u>	<u>Flag</u>	<u>Normal Range</u>	<u>Measure</u>	
			<u>Low</u> <u>High</u>		
Catalyst_One 06-30-21 9:08a					
GLU	103			mg/dL	
CREA	0.2			mg/dL	
BUN	4			mg/dL	
BUN/CREA	18				
PHOS	6.7			mg/dL	
CA	9.7			mg/dL	
TP	6.6			g/dL	
ALB	2.5			g/dL	
GLOB	4.1			g/dL	
ALB/GLOB	0.6				
ALT	24			U/L	
ALKP	131			U/L	
GGT	--			U/L	
TBIL	< 0.1			mg/dL	
CHOL	150			mg/dL	
AMYL	483			U/L	
LIPA	297			U/L	
Na	144			mmol/L	
K	4.4			mmol/L	
Na/K	33				
Cl	109			mmol/L	
Osm Calc	283			mmol/kg	
DROPOFF Day Admission Charge					

06-30-21 CB CHK Patient Check-In
Age: 14w Weight: 10.00 Temp: 100.50 Respiration: 168.00
BCS: 2.00 / 6.00

SUBJECTIVE SECTION

Transfer from SWEC has pneumonia. Owner reports she purchased the puppy from the Puppy House on 6/28 at approximately 7:00 pm. Puppy was showing symptoms of difficult breathing and had a green and yellow mucous coming from nose. Puppy House staff informed owner that this was normal presentation for a bulldog puppy and that a veterinarian had looked at her prior to purchase and deemed her healthy, and that she just had allergies.

PROBLEM LIST

Breathing - Open Mouthed
Coughing

OBJECTIVE SECTION

QAR, dyspnic.

ABNORMALITIES

Eyes, Ears, Nose, Throat
Mucoid nasal discharge

Respiratory

Both lung fields auscult with loud crackles and wheezes

The paperwork I signed for the loan in the office was on a tablet and it was just to run my credit so I was told. I kept asking what my payments would be exactly and she said the loan company would contact us after with that info. That seemed weird. She then said I had to pay 500\$!down so I did. They brought me paper work to sign but it was about 3-4 papers. They were options to pay extra for more health coverage and I asked for it but they said don't worry she's healthy. I asked again and they said if anything is wrong in next week to take her to the vet and they will pay. I intended to get her checked up. We were all happy, got her little food and crate and left. She was so chill. They said that's just the breed. Guess the term is lethargic. She just slept when we got home. And weezed. I have video of her struggling to breathe all night. Next morning we knew we Needed to take her to the vet but we couldn't get in we just tried to clean her nose in the green boogers the best that we could. when we tried to feed her that next morning we noticed that she was not capable of sitting up and putting weight on her front paws she was unable to walk she couldn't bear any weight on her legs at all. She had a hard time eating and drinking are you able to get her into the vet who diagnosed her with a few genetic issues with her nose in her tail and also a bad respiratory infection and dehydration. Over that next week, she had shown us much love and loyalty but very fearful of any other person or child. To this day, she still runs from anyone and we have always had people and kids around. Within the following weeks of first getting her, multiple vet trips. She has a recessed vulva so recurring kidney, bladder infections and yeast infections. She also had Cherry eye surgery but that is common with the breed. Later that night that we got her, I got an email from the lending company with my loan docs "I signed". None of that paper work was anything I saw or signed. It stated the loan amount for 10k, interest of around 5000k and no where showed the 500\$ down I paid. It also showed I agreed to the almost 400\$ a month payments which nope. So I wouldn't pay the loan. It was fraud as far as I was concerned. Last month I was able to get the account closed and they wrote it off and a charge off. I still tried to dispute it to get it and the hard inquiry deleted. Guess what- they just re added the loan all over to my credit. I will be appealing it again as I do not believe it is fair that I didn't sign what is there and I didn't agree to the amounts put on it. Not to mention the lies about the dog. We are so thankful we were able to rescue this dog from them and from a potential person to get her and breed her again though as she is very rare coloring. That's our hell with them. Only paperwork they gave me was the receipt of the almost \$500 down and her file of her parents. Then I have the loan company email of documents that have a typed signature but it's nothing I signed in real life or even saw. I don't have copies of the hard copy stuff I signed there. I should have took pics or asked."

Anonymous: *Customer*

"The owner Andrea is my boyfriend's ex wife's sister. I tagged my boyfriend on the post that had gone viral, and he tagged Andrea in it and said "care to explain?" So she could at least tell her side of the story. But she took it the wrong way. She had gone through our information from

Gabriella Hurtado contr'd.

This is the patient chart from Family Vet Clinic. Lola would be hospitalized all night at the emergency vet clinic and in the morning I would take her to Family Vet so she could continue her treatment and then I would pick her up at 5pm and take her back to the emergency vet and did this for a whole week.

Washington family vet is right behind the store. Since Chris wouldn't answer my calls and eventually blocked my number, I went in several times so he can see her condition. Her eyes were bulging out and she was super weak and lethargic. Chris told me MULTIPLE times to stop taking her to the vet and treat her at home with some hikers oxygen because the vet was just trying to get money out of me and that all of the treatment was unnecessary. He also told me the puppy looked fine when she clearly didn't. Thankfully she's doing a lot better now. She's obviously a bulldog so she gets pretty tired and grunts all the time but something the vet told me was her cough and lungs are never going to be the same. She still takes some mushroom supplement I got at the pet store to help with her coughing and we have to be careful with the weather, her exercise, and continue to give her her supplements because of her pneumonia.

Video of dog coughing 12 hours after reception can be provided

Makenna Pierce: *Customer*

"So we were coming home from dinner and saw the new location had opened and we pulled in "just to look". My dog had passed away 6 months prior. Myself, spouse and child are all disabled. If we were to have gotten another dog, it had to be small again so we could care for it. When we walked in, my son was drawn to a puppy in the back who of course was adorable. The puppy would not get up but wouldn't let go of eye contact with my son and was rubbing her head on his hand. (I have video). My spouse loved her as well. I was like great because I assumed it would be a big dog. Which I mentioned. Looking around, half the dogs weren't very lively. We focused on that first pup. I didn't plan on buying a dog from them ever. Or a dog at all as I was still mourning my pup. We asked if we could hold the dog but they said not without running our credit. We asked if they had a room to play with the dog and they said we can only hold her. Andrea said let's just run your credit and see what you're approved for. It won't be a hard inquiry on your credit - will be like when you get a cell phone. (Lie lie lie because it was a hard inquiry and dropped my score over 30 pts). I hesitated because the dog she told me was over 10k. That was insane. Andrea then told me payments would be around \$130 a month and to just run my credit. So I gave my info and I was all hyped up. My spouse and child continued with the puppy. They let us hold her once we started applying for the credit. Apparently my 740 credit score was only approved for 9200 so she said her manager said we could take it for 9200\$. I asked about the dried green snot on her nose and they told me it was just the coloring of the dog. They told us not to worry about her size that she's a MINI English bulldog and had akc papers. (Well that was ALL a lie. First- if she was a mini then she's not akc papered. Second we find out she's not a mini because she's 9 months now, 17 inches tall and 52 lbs as a female English bulldog. And yep still no papers.)

UNLESS ANY CONTRACT, TERM, AGREEMENT, OR TRANSACTION BETWEEN THE PARTIES IS DEEMED INVALID, THE AGREEMENT SHALL BE DEEMED SEVERABLE AND ENFORCEABLE SEPARATE AND APART FROM THE CONTRACT, TERM, AGREEMENT, OR TRANSACTION DEEMED INVALID. IF A COURT OF COMPETENT JURISDICTION OR ARBITRATOR DETERMINES THAT A PORTION OR PROVISION OF THIS AGREEMENT IS VOID, ILLEGAL OR UNENFORCEABLE, THE OTHER PROVISIONS, OR PORTIONS OF PROVISIONS, CONTAINED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT AS IF THE PROVISION WHICH WAS DETERMINED TO BE VOID, ILLEGAL OR UNENFORCEABLE HAD NOT BEEN CONTAINED HEREIN. ANY SUCH VOID, ILLEGAL OR UNENFORCEABLE PROVISION MAY, TO THE EXTENT POSSIBLE, BE AMENDED AND MODIFIED BY THE PARTIES IN WRITING OR REFORMED BY ANY COURT OF COMPETENT JURISDICTION OR ARBITRATOR TO RENDER THE SAME VALID, LEGAL AND ENFORCEABLE SO LONG AS THE SAME IS IN KEEPING WITH THE ORIGINAL INTENT OF THE PARTIES AS EXPRESSED.

8. **WAIVER OF RIGHTS**

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO RELIEVE A COURT OF LAW OR TO A TRIAL BY JURY IN RESPECT TO ANY CLAIM, DISPUTE, OR CONTROVERSY THAT REFERS TO, RELATES TO, OR ARISES AS A RESULT OF ANY CONTRACT, TERM, AGREEMENT OR TRANSACTION, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN) OR OTHER ACTION OF THE COMPANY.

THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

9. **RIGHT TO BRING ACTION IN SMALL CLAIMS COURT**

Notwithstanding the foregoing, the Parties may bring an individual action in small claims court.

10. **AWARDS**

A final allocation of arbitration fees and costs shall be made by the Arbitrator applying substantive legal principles and the allocation of costs under the Federal Rules of Civil Procedure. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Any award in an arbitration initiated under this Agreement shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. Each Party shall bear its own costs and expenses and an equal share of the Arbitrator's and administrative fees of arbitration. The award of

the State of

Page 4 of 11

the Arbitrator shall be accompanied by a reasoned opinion. The Arbitrator's award shall be conclusive, final and binding upon all Parties and shall be the sole and exclusive remedy between the parties regarding any and all claims and counterclaims presented to the arbitrator. Any federal or state court having jurisdiction may enter judgment on the award.

Agreed and accepted on: 4/6/2021

By confirming the lease terms, Paige Andra electronically accepted/signed on 04/06/2021 22:55:26 [250.71 199.181]

(Lessee's Signature)

Paige Andra
(Print)

Agreed and accepted on: 4/6/2021

N/A
(Co-Lessee's Signature)

(Print)

Agreed and accepted on: 4/6/2021

COPY

when we purchased our dog 2 years ago (I didn't know about puppy mills back then) and pulled my phone number. She then calls me and screaming and threatened me that she was going to come over to our house and break our kneecap(idk why our kneecaps)

I was at work when she called and even though she wasn't on speaker my 2 coworkers could hear every word she was screaming at me. So I have witnesses. She then hangs up, I called her back to apologize if my boyfriend's comment was stressing her out but that I didn't appreciate how she was screaming at me and she could've talked instead. She then again starts screaming and threatened to hurt me again. And she hung up. Police were involved to protect ourselves from her. But the way she acted is not ok as a business owner."

Paige Andra: Customer

"Im paige andra and me and my ex Colby neaville walk into puppy store. He was supposed to buy the dog not me. Andrea estevez the owner told me his social wouldn't pull up to look at his background for a puppy so she asked to look at mine and it did. She told us that I could put my name down for now and come back in later in the week and have it switched over to Colby my ex when it works. So I said that was okay. We called back and they said she lied because they can't do that. So at first I thought it was fine tell I realized she lied to me about 6-8 months interest free. I have proof of everything. Interest came down too an extra \$4,000 on credova when the dog was \$3,500. Then they set me up without telling me on another financial account and changing me an extra \$1,000 for no reason.

So I'm stuck with \$8,500 payment. She lied as well as threatened us when we tried to make it right. I have no ownership of a dog, they also leased it as well as have documentation of us purchasing it. You can't lease and purchase something and my ex's signature is on the purchase agreement. I have a contract in my name without ownership of anything and they screwed me over. Im currently trying to work with a lawyer but other media or cities attention would help. But they're changing a insane amount of interest, lying, and scamming people. They manipulate you into how they're an amazing company and make false promises and once you sign a contract they don't want to deal with you because now the contract is with the 2 different financial companies. It's all about money and scamming out city and including me a 19 year old with no dog or ownership of anything and I have a \$9,500 contract leased in my name but the same contract is purchased by my ex.

The purchase agreement is also different from the lease agreement when it comes to prices and terms and that's how they save themselves from getting screwed over like they do to us."

The following are copies of documents provided by Paige.

Kea Denny: *Ex-Employee*

"My name is Kea Denny. I read your article on the puppy house and I wanted to add more to the narrative. The puppy house treats their puppies and employees horribly.

First, when I was hired there wasn't any employee contract or W-2 form just a contract that stated that you can not protest against the puppy house. That was it. Because of this, there were many rules that I didn't know about until they came up. There was nothing protecting me and my right as an employee. I was hired a vet tech without any certification. I don't even have an associates degree and they would tell people buying a puppy that I was a vet tech. They paid me less than they promised. I was told in the interview that I would be getting paid \$11 an hour but after receiving my paycheck I realized I was getting paid \$10. No one had told me I was getting paid \$10, I had to ask them and they basically just blew it off and said I'll get a raise at 6 months. They also round the hours that you work. So if you worked 9.5 hours, you're getting paid for 9. I sold a couple puppies so my name was on the sale and I was supposed to get commission for the sale. I never got my commission and when I asked for it, they said my name had to be on sale, when I proved to them that it was, they still never gave it to me. After I quit my last paycheck was short about \$200. They said they needed to check their cams to make sure I actually worked the hours that I claimed to have worked, even though I was scheduled and I sent them a text saying the hours that I worked weeks before my final check. Because I didn't fulfill a 2 weeks notice, they said my commission was voided. This was never made aware to me until now, because there was no employee contract that stated such things.

Working there was a nightmare, a fellow coworker also had a hard time getting paid because he worked many overtime hours but they told him that his overtime wasn't approved and claimed that he lied about his hours because there's no way he worked that much, even though they called him in on every day he had off. You weren't allowed any breaks, always called in on your day off and the owners are always checking the cams. If they see you sitting or talking they will write you up even if it's for only 5 min.

The puppies are treated like just another sale. If a puppy gets Parvo they will immediately put it down and erase all records of the puppy so it can't be traced or linked to them. At least 3 puppies were put down while I was there. The owners would try to lie or hide to the rest of us because they didn't want any of us knowing. We weren't allowed to tell the sales people if there was anything wrong with a puppy. They said it's not their job to know only the vet techs. The puppies stay in there little glass boxes at all times unless they're taken to the back for their "vet checks." We were told to give the puppies water every 2 hours, the bigger puppies especially were always extremely thirsty. Often times I would arrive to work and no one had given the puppies water the entire day and I would give them their first water at noon, unacceptable. The owners always lied about how long the puppies had been in the store. There was a puppy that got arrived the first week I started working and it was still there when I quit almost 3 months later. My boyfriend had gone in and seen the same puppy about 2 months after that. So that one puppy had been there for about 5 months at least. Many puppies make it over a month just sitting in their little box, no place to run around or anything.

The owners and workers have no certification to be in animal care. Their education is the internet. The puppies are sick ALL THE TIME. There wasn't a day when we didn't have a sick puppy in the back. The sick puppies in the back were often neglected. I would show up for a

	Puppy Breed / Reference #		Australian Shepherd
	Color / Sex		
	Microchip Number		
	Proposed Item(s)		
	Puppy		\$1,825.95
	15 Day Shred		
	*Starter Kit *Kenneled *Litterbox *Crate *Toy *Bowl	135	\$185.00
	Discount %		
	Double Total		
	2 year genetic (covered for 2 year genetic issues)	295	0.00
Feach	10 year genetic	695	
	Champion blood protection	750	
	Bundle Service 1 Year / 4 Year / 12 Year Life	350	
	Subscription Bundle 14 Day / 4 year / 12 Year Life		
	Total		
	Dog Food	75.95	
	Petway Microchip Attribution & Lifetime With Amber	180	
Life	Stress Drops	29	
	AKC Training Package Live Phone Training Online Vd	150	
	Bundle Service Microchip, Training, Registration	350	
	KSA	219	
	Total		
	Credentia Administration Fee	Varies	
Extra	Landing USA Administration Fee	Varies	
	Local Pickup (Must Pickup Within 1 Day)		
	Standard Shipping (within 10 days)	450.00	
Shipping / Plane	Rush Air Shipping (within 1-5 days)		
	Next Day Shipping (within 2 days)	55 x 4	
	15 year breed surcharge \$100 *C 1 year breed \$150	100/150	
	Sub Total		\$4,075.00
	Sales Tax/Fees	0.0673	\$275.06
	Grand Total	0.05	\$4,350.06
	Cash down Payment		
	Discount / Hold / Delivery		
	Total Remaining Balance Due		
PRINT NAME			
	Customer signature acknowledging all sales are final		
	<i>Colby Neville</i>		Colby Neville
Admin	0	0	0

There was always sick puppies in the back ALWAYS."

Victoria Rivera: *Customer*

I'm a victim of the puppy house and been trying to get help for so long and have been helpless. A friend of mine who lives in st George who knows about what happened with my dog I purchased from them just a year ago next month told me about this page. I was not aware when I purchased my girl that I would end up paying over 8,000 dollars for her when she isn't even worth a fraction of this price. I was also not aware that I would be making two payments months that are 300\$ a month that I can't afford. I've reached out to puppy house with no help and also have called and disputed this multiple times in the last couple of months with the financing agency who will not work with me at all. When I called them last month they told me if I wanted to settle it would be 4,000 when I've already paid them over 2,000 that's not including what I've paid on the other finance company. When I said that seems like highway robbery and how can it be that much interest in not even a full year they told me they would just put it in collections if I stopped making payments. I'm so upset over this whole situation and I would have never purchased the dog for my kids for Xmas last year if I would have known this. This was actually the first time I've ever even bought a dog from an establishment. Never again. Also the situation with that credit company they won't work with me at all. I've paid them so much money already then I stopped payments a couple of months ago and they put it in collections and it brought my credit score down so bad so I called them last month to try to negotiate again and nothing so I paid them another 1200 so get it out of collections and they told me if I wanted to settle I would have to pay 4,000 this month that was the only option. Literally hasn't been a whole year that I've had my dog. None of it makes sense. But if I would have contacted them within the 6 weeks I had the dog I could have settled for 2500 the cost of the dog. Highway robbery and I'm just so upset with this whole situation. I can't afford to keep making these insane payments. I've already finished paying this month the other finance company easy pay and that was a total of 2,000 dollars. So basically so far I've already paid about 4,000 for my dog and the other company is saying I would need to pay another 4,000 at this point. The dog is not worth even 4,000 let alone 8,000.

Gina Moore Truman: *Customer*

I saw this teacup Yorkie in Puppy House November 2. He was not happy and energetic like puppies usually are. I asked if he was sick or if he had something wrong. She said no he was just tired. I immediately felt that if I didn't get him out of there he would probably die. After signing a lot of paper work saying he was well and I had a short amount of time to return him (either 24 or 48 hours). I don't remember a lot of the things I signed and they told me I would get copies of everything... which I didn't get. They gave me a folder that had a few papers but nothing I signed. I declined insurance which was another \$687. This would cover the dog if he died but was only for store credit. I took him to a vet after a week of trying to get him to eat. He

closing shift and walk into the back and it would smell HORRIBLE. I would often find puppies just sitting in their own pee and poop with no water. No one ever wanted to do the dirty work. They keep the kennels up front clean and sanitary but don't hold the same accountability for the sick puppies in the back.

The photo in your article [ST George news article posted November 14th] labeled as Andrea is not Andrea. It is Victoria. she is the head vet tech. She loves the puppies but is too light headed and blinded by loyalty to understand that this is a terrible place for them.

We were always told to never let the public know who the owners were. We weren't allowed to address them as the owners in front of other people and weren't allowed to give their names when people asked. The owners always posed as just salesmen and when they said they needed to talk to the owner about negotiating a sale or other concerns, Chris would just go sit in the back on a chair for a couple min then come back out.

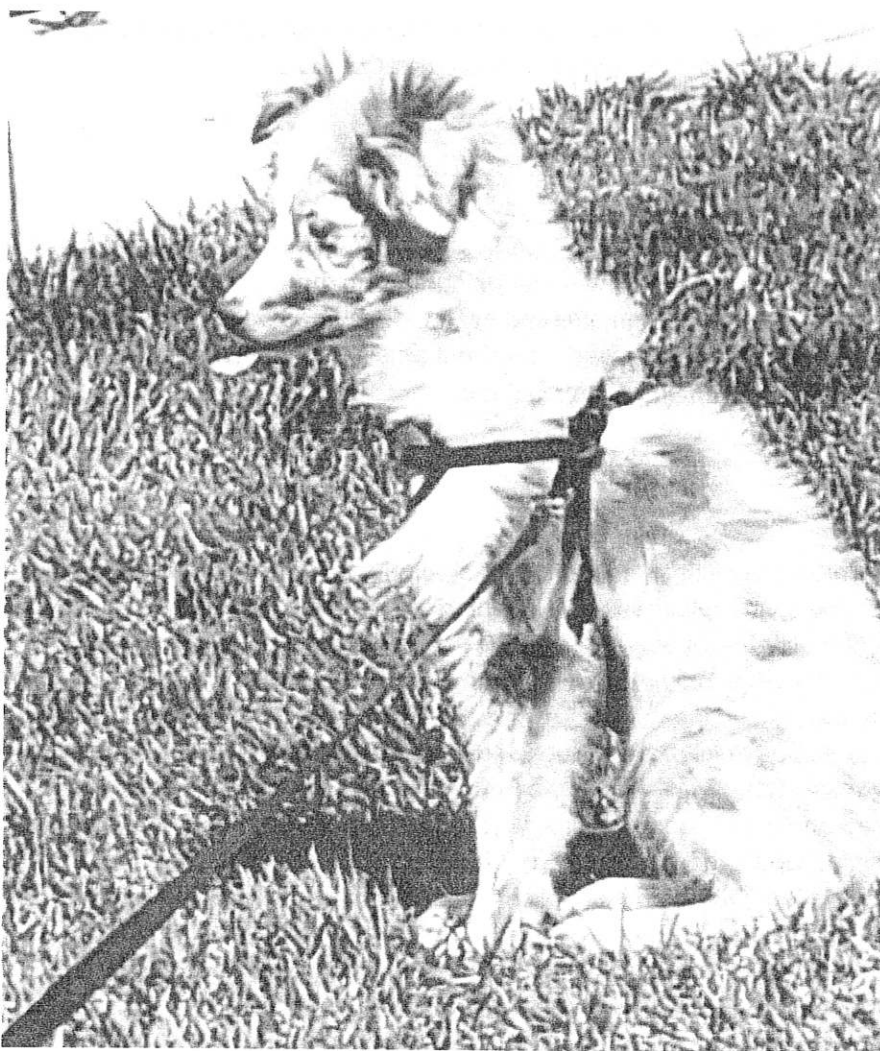
They are extremely nice to people buying a puppy, but horribly rude and unhelpful after the puppy is out of the store. They always claim to need to find paperwork or talk to the owners or breeders about concerns and then they do nothing. They often accuse people of harassment and threaten to call the police for every little thing.

If you have any other questions about my experience I am open to it and often warn others about the puppy house when I can. I've wanted to have a voice about this matter for a long time but didn't know how.

I saw Andrea get aggressive on the phone a lot and they love to act like they have the cops and lawyers on their side."

Anonymous Ex-Employee & Relative of Store Owners:

"She [Andrea] was trying to convince me [to buy a puppy] but I just kept saying no I don't have time for a puppy. Well I started working at puppy house first in bluff st. Next to metro mcs I was their first employee because I guess she didn't want to clean after them so she hired me and I was a "vet tech" I enjoyed working their a lot because of the puppies it was a chill job but, then when we moved to the Washington location and I thought it would be the same. I was wrong ... we started receiving the puppies in the back of the store in a white van at midnight we would end up finishing at 2-3am. The next day of that morning the owner chris left the paperwork on the desk I checked to see what it was I thought it was something i needed to do. But it was the prices of what they paid for I, for the puppies they sell those poor pups 2500 and up and they don't even waste that much. They pay 100\$ for a Serbian husky !! I don't believe it is fair that they pay so little and sale them for sooooo muuchh!! It's definitely unfair. These people need to get shut down fast!At the Washington location we had a back where we kept the puppy's bowls and stuff. They had 3 cages those cages were for the sick puppies. I remember when we got a Yorkie tea cup female she had hypoglycemia. We kept her on the back and we were treating her as much as we could I was the one keeping an eye on her when it wasn't busy. She didn't want to walk or eat or nothing at all. Andrea and Chris the owners they didn't look like they actually cared for her. Once she passed chris told me well it was for her own good.



Monique De La Riva: *Customer*

I bought a dog from puppy house in June of this year

They said he will not have genetic defects will be healthy etc..

He has an extra toe on one foot very horrible under bite that's getting worse and will need surgery.

They quoted me one price and added on so much extra stuff and they said the puppy kit was free and ended up tacing it on in the price which we didn't know. The lady wouldn't allow us to put the puppy down had one lady distracting us with "free" and said hold your pup hold your pup and the other was discribing the contract for financing I felt they totally preyed on us by distraction tactics .

wasn't interested in playing or eating. I found out he had ear mites and an upper respiratory infection. Luckily we got some meds and he's looking much better.

Anonymous: *Customer*

I definitely want my money back. Adopted a husky years ago. Re homed because I could not afford the astronomical payments and I didn't want her going back to that place. They turned around and sent a new collection after me even though I had been paying what I could. I pay at least \$3000 out of the \$6000 owed. They sent a new collection company after me for the original \$6000. They are scamming animal abusers.

Anonymous: *Customer*

"My boyfriend and I went in one day just to look at the cute puppies.... I know I really regret what happened later, we saw a cute mini Aussie, we wanted to see if we pre qualified for the puppy, we never looked him over too closely.... Upon the prequalification we found out that we purchased the dog... yay? We were told only \$50 a month in payment, he was on "sale" for being brought back to their store because of his disobedience? We were only to pay 1200 for him. After we received our first payment date I checked into it to early pay it so we wouldn't be paying for too long our bill was 8,000\$ which was way more than we ever wanted or expected. We called and complained and they told us that that was business and to get over it. We were pretty upset and just decided whatever. We went to our first vet appointment and he had a malformation on his toes and legs, we were then told it would be pretty costly, we struggled for a year to pay for the medication and consistent vet visits but with that on top of the monthly payments we were drowning in debt, being a young college couple who just moved in together we couldn't afford everything.... We had to treat his **parvo** which thankfully we were able to in time, we had to deal with pneumonia, and his malformation causing growth stints and the massive amounts of bills everything comes with. We unfortunately had to part with the dog.... We gave him to a lovely couple and made them aware of all of the health problems that he came with.... They fortunately had all the funds to help him.... It was heartbreaking.... We tried so hard to keep him but with the payments and the vet bills everything became too much and we couldn't afford food, we were living off of eggs and ramen because it was cheap..... we were very fortunate to find a lovely couple who could give the dog more help than we ever could.... Puppy house didn't care. We tried to give him back or ask for assistance and they would tell us no one was allowed to return the dogs.... Which made us really struggle believing their original story that he was returned due to disobedience.... He was the most well behaved dog, easy to train and loved to please, the disobedience was a stretch and then to find out no dogs could be returned.... We were made to feel sorry for the dog and that suckered us into him.... I want to see them shut down. They prey on innocent people and torture innocent dogs that deserve way more than they give."

From: Ethan Cisco

<ethan.puppyhousesales2020@gmail.com**>**

Date: November 5, 2020 at 3:56:28 PM MST

To: [REDACTED]

Subject: Bichon Poo

Hello this is Ethan from the Puppy House. I wanted to get back with you on the questions that you raised when we last spoke.

The Lender Information where it says Cross River Bank is the Bank that the payments go to. Which in turn goes to the Lender... LendingUSA.

The \$208 that was charged the day of purchase was a fee that we, the merchant, get charged from the lender. We, in turn, pass this cost on to the buyer for us offering the financing as a payment option. Sorry for the confusion. I hope this answers your questions.

Sincerely,
Ethan

I will be paying for further genetic testing and should have results in 4 weeks

Jessica Richards: *Customer*

My experience with the Washington City Puppy House Fall 2020:

My review has been on Google for a year...

"Do. Not. Give. Them. Your. Business.

We will be pursuing this further but figured I would warn others first.

We were quoted that our puppy was \$3200. The puppy "came with" the starter kit of a kennel, food/water bowl, 3 toys, leash/harness- only to find out later that they charged us \$180 for this starter kit.

I was not told or given the option to opt out of the two year genetic insurance. There's another \$300.

I was not told that the microchip activation was another \$180.

So many charges that I was not told about and walked out of the door financed at \$4200.

I am very disappointed in the lack of communication and deception that is going on here.

I definitely should have caught the deceit and not been so gullible and I'm hoping someone will read this review and it will teach you to go through every little thing with the sales rep you work with here.

Puppy House plays off the emotion of the customer and takes advantage."

They stopped answering my calls so I had to go into the store and talk to Ethan (store manager at the time). I told him that the rep that I worked with did not explain all the extra charges and the financing correctly when we were signing. I asked him to give me a copy of the video footage that captures video & audio in the store. He refused. The attached picture is an email we received from Ethan.

Our puppy had kennel cough when we brought him home. I had to rehome the puppy because we couldn't afford it. The scam that Puppy House is running ended up breaking my kids hearts and breaking my bank account.

March 15, 2024

TO: Hurricane City Council Members

RE: Proposed ordinance to ban retail business selling puppies in Hurricane

Dear Mayor and Council Members,

Thank you for your time and commitment as elected officials of the City of Hurricane.

As an elected official your highest priority is to protect your citizens from harm. Additionally, you have an obligation to act as fiscal stewards on behalf of the taxpayers who elected you. To this end, I strongly urge you to pass an ordinance to prohibit businesses that sell puppies sourced from commercial puppy mills.

While there are a multitude of reasons for prohibiting business from selling puppies sourced from commercial puppy mills, I will outline just a few in this letter.

Significant Financial Risk to Hurricane residents, shelter and rescues

Puppy stores in Washington County have and continue to ruin the financial welfare and credit of numerous citizens in our local communities by engaging in predatory lending practices along with selling sick and defective puppies.¹ Puppy stores rely on the emotional attachment people develop with these animals and the "low monthly payments" sales pitch to convince buyers to taking out costly loans that can quickly escalate to interest rates up to 189%.²

Further, when unsuspecting buyers are sold an unhealthy animal - which occurs often with puppy mill dogs (due to poor breeding and being kept in small, confined spaces) they have little recourse. These businesses do not readily take back or provide any assistance with sick or disabled puppies and dogs. Owners who have come to care and love their companion animals spend thousands of dollars in veterinary expenses and when they become financially stressed and can no longer meet the predatory loan obligations (with exorbitant interest fees) they turn to our shelters and rescues which are already overextended. It will impact their credit history and make it much harder and more expensive for them to get a loan for a home, a car or other needs. This in turn impacts their ability to continue to live and work in this community.

Increase Hurricane City Resource Utilization and Tax Burden

These businesses do not benefit our community but rather place a significant resource burden on the City of Hurricane that ultimately impact every single taxpayer.

When an owner is facing this kind of financial burden they will relinquish this puppy mill dog to the Hurricane shelter to care for them or dump them. This has occurred in Hurricane and other cities in Washington County. In either case, the shelter becomes involved using taxpayer resources. In a shelter with limited resources like Hurricane, by taking in a "puppy mill" dog,

the shelter cannot help other local dogs in need. Then shelters turn to our local rescues who are already stretched beyond capacity to help the community with the overpopulation of unwanted pets.^{3,4}

The police department and shelter will also experience an additional burden when concerned citizens observe animals in these stores that appear unhealthy or sick and report them to the shelter who are obligated by law to respond.

It has been mentioned in prior council meetings that if we "ban puppy stores do we ban bread and bakeries"? While I appreciate that the council is pro-business there is no correlation between a grocery store, bakery or clothing shop that exists in Hurricane and a store which sells puppies produced in commercial puppy mills. Bakeries, grocery stores and clothing shops do not engage in predatory lending practices that ruin citizens financial lives nor are they a financial burden to the City. Puppy stores selling commercially produced puppies from a puppy mill could be viewed as an unwholesome or offensive business given their business model and lending tactics. Please know, that those of us who are against puppy stores are pro-business and are not against responsible businesses including reputable breeders that may exist.

As elected members of the Hurricane City Council, you are aware of the obligation to protect our citizens as has been done in cities and states across the country including Utah. Samples of ordinances which have gone into effect have been provided. You were given the power through our election process to avoid these harms by passing an ordinance to prohibit businesses that sell puppies sourced from commercial puppy mills.

Respectfully,


Robin Smith

President, Because Animals Matter Rescue
44 W State St
Hurricane UT 84737

Citations:

1. St. George News November 14, 2021 which clearly demonstrates the impact of these businesses have on our residents.

<https://www.stgeorgeutah.com/news/archive/2021/11/14/cdr-pet-store-accused-of-selling-sick-puppies-draws-protesters/>

2. Transportation Alliance Bank helps predatory lender EasyPay Finance evade state interest rate laws and make pet loans at 130% to 189% APR which would be illegal in most states. Predatory lenders are evading state laws by laundering their loans through banks, which are exempt from state rate caps.

NCLC Predatory Loans for Puppies 2022; NCLC Predatory Puppy Loans by TAB Bank and EasyPay Finance 2022; ABC4 News Campaign to Stop Utah-Based from Laundering Predatory Puppy Loans at 189% 2022.

3. Because Animals Matter Rescue (Hurricane) and Zion Animal Lovers (Springdale) have taken in several puppy store dogs with costly medical and behavioral issues through public and local veterinary requests.

4. Washington County shelters are currently at capacity and telling animal owners they have a 3-month wait list to accept surrenders. Washington County Rescues are at or near capacity with multiple requests daily to accept surrenders or dumped dogs/puppies.

<https://www.stgeorgeutah.com/news/archive/2024/02/07/mgk-its-a-big-problem-st-george-animal-shelter-sees-hike-in-dogs-many-on-growing-waiting-list/>

Almost 500 cities/counties

7 states have passed

legislation restricting sales
of puppy mill dogs/cats

States with Humane
legislation

Illinois

Oregon

Washington

California

New York

Maine

Maryland

SALT LAKE COUNTY ORDINANCE

ORDINANCE NO. _____, 2015

AN ORDINANCE OF THE LEGISLATIVE BODY OF SALT LAKE COUNTY, UTAH, ENACTING SECTION 8.03.035 OF THE SALT LAKE COUNTY CODE OF ORDINANCES, 2001, RELATING TO THE SALE OF DOGS, CATS AND RABBITS AT COMMERCIAL ANIMAL ESTABLISHMENTS IN SALT LAKE COUNTY

The County Legislative Body of Salt Lake County ordains as follows:

SECTION I. The amendments made herein are designated by underlining the new words.

SECTION II. Section 8.03.035 of the Salt Lake County Code of Ordinances, 2001, is enacted to read as follows:

8.03.035 Sale of dogs, cats and rabbits at commercial animal establishments.

A. It is unlawful for any person to display, offer for sale, deliver, barter, auction, give away, transfer, or sell any live dog, cat, or rabbit in any pet shop, retail business, or other commercial animal establishment located in the County, unless the dog, cat, or rabbit was obtained from an animal shelter. All pet shops, retail businesses, or other commercial animal establishments selling dogs, cats, or rabbits shall maintain a certificate of source for each of the animals and make it available upon request to animal control officers, law enforcement, code compliance officials or any other County or other employee charged with enforcing the provisions of this section.

B. For purposes of this section, a certificate of source is defined as any document from the source animal shelter declaring the source of the dog, cat, or rabbit on the premises of the pet shop, retail business or other commercial animal establishment.

C. This section shall not apply to the display, offer for sale, delivery, bartering, auction, giving away, transfer, or sale of dogs, cats or rabbits from the premises on which they were bred and reared.

D. Nothing in this section shall prevent the owner, operator, or employees of a pet shop, retail business, or other commercial animal establishment located in the County from providing space and appropriate care for animals owned by an animal shelter and maintaining those animals at the pet shop, retail business, or other commercial animal establishment for the purpose of public adoption.

SECTION III. This ordinance shall become effective fifteen (15) days after its passage and upon at least one publication of the ordinance or a summary thereof in a newspaper published and having general circulation in Salt Lake County.

APPROVED and ADOPTED this ____ day of _____, 2015.

SALT LAKE COUNTY COUNCIL:

By: _____
Richard Snelgrove, Chair
Date: _____

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

APPROVED AS TO FORM:



Adam Miller
Deputy District Attorney

Date: 29 July 2015

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____

VETOED and DATED this _____ day of _____, 2015.

By: _____
Ben McAdams, Mayor

(Complete As Applicable)

Veto override: Yes _____ No _____ Date _____
 Ordinance published in newspaper: Date _____
 Effective date of ordinance: _____

SUMMARY OF
SALT LAKE COUNTY ORDINANCE NO. _____

On the _____ day of _____, 2015, the County Council of Salt Lake County adopted Ordinance No. _____, which enacts section 8.03.035 of the Salt Lake County Code of Ordinances, 2001. The ordinance regulates the sale of dogs, cats and rabbits at commercial animal establishments in Salt Lake County.

SALT LAKE COUNTY COUNCIL:

By: _____
Richard Snelgrove, Chair
Date: _____

ATTEST:

Sherrie Swenson
Salt Lake County Clerk

APPROVED AS TO FORM:



Adam Miller
Deputy District Attorney
Date: 29 July 2015

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____

A complete copy of Ordinance No. _____ is available in the office of the Salt Lake County Clerk, 2001 South State St., N2100A, Salt Lake City, Utah.

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____

VETOED and DATED this _____ day of _____, 2015.

By: _____
Ben McAdams, Mayor

(Complete As Applicable)

Veto override: Yes _____ No _____ Date _____
 Ordinance published in newspaper: Date _____
 Effective date of ordinance: _____

SUMMARY OF

SALT LAKE COUNTY ORDINANCE NO. _____

On the _____ day of _____, 2015, the County Council of Salt Lake County adopted Ordinance No. _____, which enacts section 8.03.035 of the Salt Lake County Code of Ordinances, 2001. The ordinance regulates the sale of dogs, cats and rabbits at commercial animal establishments in Salt Lake County.

SALT LAKE COUNTY COUNCIL:

By: _____

Richard Snelgrove, Chair

Date: _____

ATTEST:

Sherrie Swenson
Salt Lake County Clerk

APPROVED AS TO FORM:



Adam Miller
Deputy District Attorney
Date: 29 Jan 2015

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____

A complete copy of Ordinance No. _____ is available in the office of the Salt Lake County Clerk, 2001 South State St., N2100A, Salt Lake City, Utah.

C. This section shall not apply to the display, offer for sale, delivery, bartering, auction, giving away, transfer, or sale of dogs, cats or rabbits from the premises on which they were bred and reared.

D. Nothing in this section shall prevent the owner, operator, or employees of a pet shop, retail business, or other commercial animal establishment located in the County from providing space and appropriate care for animals owned by an animal shelter and maintaining those animals at the pet shop, retail business, or other commercial animal establishment for the purpose of public adoption.

SECTION III. This ordinance shall become effective fifteen (15) days after its passage and upon at least one publication of the ordinance or a summary thereof in a newspaper published and having general circulation in Salt Lake County.

APPROVED and ADOPTED this ____ day of _____, 2015.

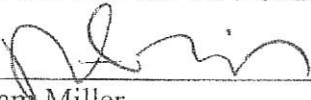
SALT LAKE COUNTY COUNCIL:

By: _____
Richard Snelgrove, Chair
Date: _____

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

APPROVED AS TO FORM:



Adam Miller
Deputy District Attorney
Date: 29 July 2015

TITLE 8 ANIMALS

Chapter 8.01 GENERAL PROVISIONS

Chapter 8.01 GENERAL PROVISIONS

8.01.010 Adoption Of Salt Lake County Code

8.01.020 Powers Of Salt Lake County Animal Control Officers

8.01.030 Adoption Of Animal Control Fee Schedule

8.01.040 Exceptions

8.01.010 Adoption Of Salt Lake County Code

Millcreek hereby adopts Title 8 of the Salt Lake County Code as local law within the incorporated boundaries of the city, and all subsequent amendments to Title 8 of the Salt Lake County Code shall be enforceable within the city's jurisdiction.

8.01.020 Powers Of Salt Lake County Animal Control Officers

- A. Salt Lake County Director of Animal Services, or any person employed by the Salt Lake County Division of Animal Services shall be vested with the power and authority to enforce this Title in behalf of City.
- B. The Salt Lake County Director of Animal Control, his/her deputies, assistants, and animal control officers are hereby authorized and empowered in behalf of City, to apprehend and take with them and impound any animal found in violation of this Title and including, but not limited to, licensable animals for which no license has been procured in accordance with this Title, or any licensed or unlicensed animals for any other violations.
- C. In the enforcement of this Title, any peace officer or the Salt Lake County Director of Animal Control, or his/her assistants are authorized on behalf of Metro to enter onto the open premises of any person to take possession of any animal in violation of this Title.

8.01.030 Adoption Of Animal Control Fee Schedule

The city hereby adopts the current fees, including but not limited to all fines, fees, and civil penalties, imposed by Salt Lake Count for unincorporated areas for animal control services and the same is incorporated herein by this reference.

8.01.040 Exceptions

The provisions of this Chapter shall supersede conflicting provisions of Title 8 of the Salt Lake County Code within the city's jurisdiction. All provisions of Title 8 of the Salt Lake County Code that do not directly conflict with this Chapter shall be enforceable within the city's jurisdiction.

MILLCREEK

2016

EMIGRATION CANYON
COPPERTON
KEARNS
MAGNA
WHITE CITY

2017

11.1

SALT LAKE COUNTY ORDINANCE

ORDINANCE NO. _____, 2015

AN ORDINANCE OF THE LEGISLATIVE BODY OF SALT LAKE COUNTY, UTAH, ENACTING SECTION 8.03.035 OF THE SALT LAKE COUNTY CODE OF ORDINANCES, 2001, RELATING TO THE SALE OF DOGS, CATS AND RABBITS AT COMMERCIAL ANIMAL ESTABLISHMENTS IN SALT LAKE COUNTY

The County Legislative Body of Salt Lake County ordains as follows:

SECTION I. The amendments made herein are designated by underlining the new words.

SECTION II. Section 8.03.035 of the Salt Lake County Code of Ordinances, 2001, is enacted to read as follows:

8.03.035 Sale of dogs, cats and rabbits at commercial animal establishments.

A. It is unlawful for any person to display, offer for sale, deliver, barter, auction, give away, transfer, or sell any live dog, cat, or rabbit in any pet shop, retail business, or other commercial animal establishment located in the County, unless the dog, cat, or rabbit was obtained from an animal shelter. All pet shops, retail businesses, or other commercial animal establishments selling dogs, cats, or rabbits shall maintain a certificate of source for each of the animals and make it available upon request to animal control officers, law enforcement, code compliance officials or any other County or other employee charged with enforcing the provisions of this section.

B. For purposes of this section, a certificate of source is defined as any document from the source animal shelter declaring the source of the dog, cat, or rabbit on the premises of the pet shop, retail business or other commercial animal establishment.

C. This section shall not apply to the display, offer for sale, delivery, bartering, auction, giving away, transfer, or sale of dogs, cats or rabbits from the premises on which they were bred and reared.

D. Nothing in this section shall prevent the owner, operator, or employees of a pet shop, retail business, or other commercial animal establishment located in the County from providing space and appropriate care for animals owned by an animal shelter and maintaining those animals at the pet shop, retail business, or other commercial animal establishment for the purpose of public adoption.

SECTION III. This ordinance shall become effective fifteen (15) days after its passage and upon at least one publication of the ordinance or a summary thereof in a newspaper published and having general circulation in Salt Lake County.

APPROVED and ADOPTED this ____ day of _____, 2015.

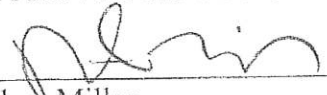
SALT LAKE COUNTY COUNCIL:

By: _____
Richard Snelgrove, Chair
Date: _____

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

APPROVED AS TO FORM:



Adam Miller
Deputy District Attorney

Date: 29 July 2015

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____

VETOED and DATED this ____ day of _____, 2015.

By: _____
Ben McAdams, Mayor

(Complete As Applicable)

Veto override: Yes _____ No _____ Date _____
Ordinance published in newspaper: Date _____
Effective date of ordinance: _____

SUMMARY OF

SALT LAKE COUNTY ORDINANCE NO. _____

On the _____ day of _____, 2015, the County Council of Salt Lake County adopted Ordinance No. _____, which enacts section 8.03.035 of the Salt Lake County Code of Ordinances, 2001. The ordinance regulates the sale of dogs, cats and rabbits at commercial animal establishments in Salt Lake County.

SALT LAKE COUNTY COUNCIL:

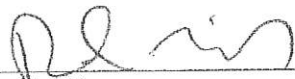
By: _____
Richard Snelgrove, Chair

Date: _____

ATTEST:

Sherrie Swenson
Salt Lake County Clerk

APPROVED AS TO FORM:



Adam Miller
Deputy District Attorney
Date: 29 JAN 2015

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____

A complete copy of Ordinance No. _____ is available in the office of the Salt Lake County Clerk, 2001 South State St., N2100A, Salt Lake City, Utah.

SANDY 2018

3-1-27. Sale of Animals.

- (a) It is unlawful for any person to display, offer for sale, deliver, barter, auction, give away, transfer, rent, lease, or sell any live dog, cat, or rabbit in any pet shop, retail business, or other commercial establishment located in the City of Sandy, Utah, unless the dog, cat, or rabbit was obtained from a city or county animal shelter or animal control agency, a humane society, or a non-profit animal rescue organization.
- (b) All pet shops, retail businesses, or other commercial establishments selling, or boarding for the purpose of eventual sale, dogs, cats, or rabbits shall maintain a certificate of source for each of the animals and make it available upon request to animal control officers, law enforcement, code compliance officials, or any other City employee charged with enforcing the provisions of this section.
 - (1) For purposes of this section, a non-profit animal rescue organization is defined as any non-profit corporation that is exempt from taxation under Internal Revenue Code section 501(c)(3), whose mission and practice is, in whole or in significant part, the rescue and placement of dogs, cats, or rabbits without providing payment or other compensation to a breeder or broker; or any non-profit organization that is not exempt from taxation under internal Revenue Code section 501(c)(3) but is currently an active rescue partner with a City or County shelter or humane society, whose mission is, in whole or in significant part, the rescue and placement of dogs, cats, or rabbits.
 - (2) For purposes of this section, a certificate of source is defined as any document from the source city or county animal shelter or animal control agency, humane society, or non-profit animal rescue organization declaring the source of the dog, cat, or rabbit on the premises of the pet shop, retail business, or other commercial establishment.
- (c) This section shall not apply to the display, offer for sale, delivery, bartering, auction, giving away, transfer, or sale of dogs, cats, or rabbits from the premises on which they were bred and reared.
- (d) Nothing in this section shall prevent the owner, operator, or employees of a pet shop, retail business, or other commercial establishment located in Sandy City from providing space and appropriate care for animals owned by a city or county animal shelter or animal control agency, humane society, or non-profit animal rescue organization and maintaining those animals at the pet shop, retail business, or other commercial establishment for the purpose of public adoption.
- (e) Fowl: It shall be unlawful for any person to sell, offer for sale, barter or give away any fowl under two (2) months of age in any quantity less than six (6). Such animals shall not be artificially dyed or colored. Nothing in this provision shall be construed to prohibit the raising of such fowl by a private individual for his personal use and consumption, provided that he shall maintain proper brooders and other facilities for the care and containment of such animals while they are in his possession.

(f) Premiums and novelties: It shall be unlawful for any person to offer any live animal as a premium, prize, award, novelty, or incentive to purchasing merchandise or services.

(g) Pet turtles: It shall be unlawful for any pet shop or other business or person to raise or sell any turtle, tortoise or terrapin under four (4) inches front to back carapace length.

(h) A violation of this section shall be a class C misdemeanor. Each dog, cat or rabbit sold or offered for sale in violation of this section shall constitute a separate offense.

Chapter 6.14
SALE OF ANIMALS

Sections:

- 6.14.010 Commercial animal establishments.
- 6.14.020 Certificate of source.
- 6.14.030 Breeder exemption.
- 6.14.040 Public adoption exemption.
- 6.14.050 Fowl.
- 6.14.060 Premiums and novelties.
- 6.14.070 Turtles.
- 6.14.080 Penalty.

6.14.010 Commercial animal establishments.

It is unlawful for any person to display, offer for sale, deliver, barter, auction, give away, transfer, rent, lease, or sell any live dog, cat, or rabbit in any commercial animal establishment located in the City unless the dog, cat, or rabbit was obtained from the division, an animal shelter, or a nonprofit animal rescue organization.

6.14.020 Certificate of source.

All commercial animal establishments selling or boarding for the purpose of eventual sale must maintain a certificate of source for each dog, cat, or rabbit. A commercial animal establishment must make the certificate of source available upon request to the division, law enforcement, code compliance officials, or any other City employee designated by the city manager to enforce the provisions of this section.

6.14.030 Breeder exemption.

This section does not apply to the display, offer for sale, delivery, bartering, auction, giving away, transfer, or sale of dogs, cats, or rabbits from the premises on which they were bred and reared.

6.14.040 Public adoption exemption.

This section does not prevent the owner, operator, or employees of a commercial animal establishment in the City from providing space and appropriate care for animals owned by the division, an animal shelter, or a nonprofit animal rescue organization and maintaining those animals at the commercial animal establishment for the purpose of public adoption.

6.14.050 Fowl.

A. It is unlawful for any person to sell, offer for sale, barter, or give away any fowl under two months of age and in any quantity less than six.

B. It is unlawful for any person to artificially dye or color a fowl.

C. A private individual may raise fowl for personal use and consumption, if allowed by applicable law, if the individual maintains proper brooders and other facilities for the care and containment of such fowl while in the individual's possession.

6.14.060 Premiums and novelties.

It is unlawful for any person offer any live animal as a premium, prize, award, novelty, or incentive to purchasing merchandise or services.

6.14.070 Turtles.

It is unlawful for any person or commercial animal establishment to raise or sell any turtle, tortoise, or terrapin under four inches front to back carapace length.

6.14.080 Penalty.

A. A violation of this chapter is a class C misdemeanor.

- B. Each dog, cat, or rabbit sold or offered for sale in violation of section 6.14.010 constitutes a separate offense.

MURRAY 2018

ORDINANCE NO. _____

AN ORDINANCE ENACTING SECTION 6.16.070 OF THE MURRAY CITY MUNICIPAL CODE RELATING TO THE SALE OF DOGS, CATS, AND RABBITS AT PET SHOPS, RETAIL BUSINESSES, OR OTHER COMMERCIAL ESTABLISHMENTS WITHIN MURRAY CITY.

PREAMBLE

Pet stores, retail businesses, and other commercial establishments selling live animals have traditionally been a sales outlet for young dogs, cats, and rabbits bred in substandard breeding facilities often referred to as "puppy mills", "kitten mills", and "rabbit mills" which mass-produce animals for sale to the public.

Animals born and raised at these types of facilities are often subjected to: over-breeding and inbreeding; minimal to non-existent veterinary care; lack of adequate food, water, and shelter; lack of socialization; lack of adequate space; and the euthanization of unwanted animals. The inhumane conditions in facilities such as these may lead to health and behavioral issues in those animals, which many consumers are unaware of when purchasing animals. These health and behavioral issues, which may not present themselves until years after the purchase of the animals, can impose exorbitant financial and emotional costs on consumers.

The Murray City Municipal Council believes that regulating the retail sale of dogs, cats, and rabbits within the City will promote community awareness of animal welfare, and, in turn, will foster a more humane environment in the City. These regulations will also reduce impulse purchases of pets, which can lead to abandonment or mistreatment of the animals once they have outgrown their initial appeal, as well as reduce the costs of sheltering and euthanizing unwanted problem pets.

The City Council has thus determined that it is in the best interest of the City's residents to adopt this ordinance to regulate the retail sale of dogs, cats, and rabbits within the City.

BE IT ENACTED BY THE MURRAY CITY MUNICIPAL COUNCIL:

Section 1. Purpose. The purpose of this ordinance is to enact Section 6.16.070 of the Murray City Municipal Code relating to the sale of dogs, cats, and rabbits at pet shops, retail businesses, or other commercial establishments.

Section 2. Enactment of Section 6.16.070 of the Murray City Municipal Code. Section 6.16.070 of the Murray City Municipal Code relating to the sale of dogs, cats, and rabbits at pet shops, retail businesses, or other commercial establishments shall be enacted to read as follows:

6.16.070 Sale of Dogs, Cats, and Rabbits at Commercial Animal Establishments

- A. Purpose. The purpose of this Ordinance is to protect the citizens of the City who may purchase dogs, cats, or rabbits from a pet shop, retail business, or other commercial establishment, by reducing the emotional and financial burdens on consumers who unwittingly buy mill-bred pets, and to reduce the costs to the City of sheltering and euthanizing unwanted problem pets.
- B. Definitions. For the purposes of this section, the following words shall have the following meanings:
1. "Certificate of Source" means any document from the source animal shelter, animal control agency, humane society, or non-profit rescue organization declaring the source of the dog, cat, or rabbit on the premises of the pet shop, retail business, or other commercial animal establishment.
 2. "Non-Profit Animal Rescue Organization" means any non-profit organization that has tax exempt status under Section 501(c)(3) of the United States Internal Revenue Code, whose mission and practice is, in whole or in significant part, the rescue and placement of dogs, cats, or rabbits.
- C. It is unlawful to display, offer for sale, deliver, barter, auction, give away, transfer, or sell any live dog, cat, or rabbit in any pet shop, retail business, or other commercial establishment located in Murray City, unless the dog, cat, or rabbit was obtained from a city or county animal shelter or animal control agency, a humane society, or a non-profit animal rescue organization.
- D. All pet shops, retail businesses, or other commercial animal establishments selling dogs, cats, or rabbits shall maintain a certificate of source for each of the animals and make it available upon request to animal control officers, law enforcement, code enforcement officers, or any other city employee charged with enforcing the provisions of this section.
- E. This section shall not apply to the display, offer for sale, delivery, bartering, auction, giving away, transfer, or sale of dogs, cats, or rabbits from the premises on which they were bred and reared.
- F. Nothing in this section shall prevent the owner, operator, or employees of a pet shop, retail business, or other commercial establishment located in the City from providing space and appropriate care for animals owned by a city animal shelter or animal control agency, humane society, or non-profit animal rescue organization and maintaining those animals at the pet shop, retail business, or other commercial animal establishment for the purpose of public adoption.
- G. A violation of this section shall be a Class C Misdemeanor. Each dog, cat, or rabbit sold or offered for sale in violation of this section shall constitute a separate offense.

Section 3. Effective date. This Ordinance shall take effect upon first publication.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on
this ____ day of _____, 2018.

MURRAY CITY MUNICIPAL COUNCIL

Diane Turner, Chair

ATTEST:

Jennifer Kennedy, City Recorder

MAYOR'S ACTION: Approved

DATED this ____ day of _____, 2018.

D. Blair Camp, Mayor

ATTEST:

Jennifer Kennedy, City Recorder

CERTIFICATE OF PUBLICATION

I hereby certify that this Ordinance, or a summary hereof, was published according to law on the ____ day of _____, 2018.

Jennifer Kennedy, City Recorder

SALT LAKE CITY 2018

SALT LAKE CITY ORDINANCE

No. _____ of 2018

(Limitations on the Sale of Dogs, Cats, and Rabbits, at Commercial Animal Establishments)

An Ordinance Enacting Section 8.04.195 of the Salt Lake City Code Addressing the Sale of Dogs, Cats, and Rabbits, at Commercial Animal Establishments in Salt Lake City

WHEREAS, the Salt Lake City Council has determined the public health, safety and welfare of Salt Lake City (the "City") will be promoted by prohibiting the sale of dogs, cats and rabbits at commercial animal establishments within the City unless such dog, cat, or rabbit was obtained from a city animal shelter, county animal shelter, animal control agency, humane society, or non-profit rescue organization; and

WHEREAS, Utah Code Section 10-8-84 authorizes the City's enactment of an ordinance prohibiting such unauthorized sales of dogs, cats, and rabbits in order to protect the health, safety, and welfare of the City.

NOW, THEREFORE, be it ordained by the City Council of Salt Lake City, Utah:

SECTION 1. Enacting Salt Lake City Code Section 8.04.195. That Salt Lake City Code

Section 8.04.195 shall be, and hereby is, enacted to read as follows:

8.04.195: SALE OF DOGS, CATS, AND RABBITS AT COMMERCIAL ANIMAL ESTABLISHMENTS:

- A. It is unlawful for any person to display, offer for sale, deliver, barter, auction, give away, transfer, or sell any live dog, cat, or rabbit at any pet shop, retail business or other commercial animal establishment located within the City unless the dog, cat, or rabbit was obtained from:
- a. an animal shelter;
 - b. an animal control agency;
 - c. a humane society; or
 - d. a non-profit rescue organization

- B. All pet shops, retail businesses, or other commercial animal establishments selling dogs, cats, or rabbits shall maintain a certificate of source for each animal and shall make it available upon request to any animal control officer, law enforcement officer, code compliance official or other individual charged with enforcing the provisions of this section. For purposes of this section, a certificate of source is defined as any document from an animal shelter, animal control agency, humane society, or non-profit rescue organization that identifies such entity as the source from which the dog, cat, or rabbit was obtained by the pet shop, retail business or other commercial establishment at issue.
- C. This section shall not apply to the display, offer for sale, delivery, bartering, auction, giving away, transfer, or sale of dogs, cats or rabbits from the premises on which they were bred and reared.
- D. Nothing in this section shall prevent the owner, operator, or employees of a pet shop, retail business, or other commercial animal establishment located in the City from providing space and appropriate care for animals owned by an animal shelter, animal control agency, humane society, or non-profit rescue organization; and maintaining those animals at the pet shop, retail business or other commercial animal establishment for the purpose of public adoption.

SECTION 2. Effective Date. That this ordinance shall become effective ninety (90) days after publication.

Passed by the City Council of Salt Lake City, Utah, this _____ day of _____, 2018.

CHAIRPERSON

ATTEST:

CITY RECORDER

Transmitted to the Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

MAYOR

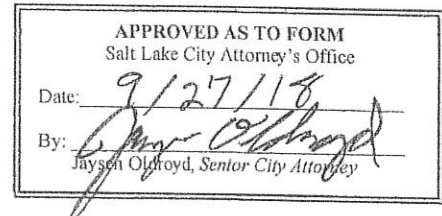
ATTEST:

CITY RECORDER

(SEAL)

Bill No. _____ of 2018.
Published: _____.

HB_ATTYY-#72789-v2-Sale_of_Pets



KAYSVILLE 2021

KAYSVILLE CITY
ORDINANCE 21-10-06

AN ORDINANCE AMENDING TITLE 15, CHAPTER 1, SECTION 1 REGARDING
DEFINITIONS; ENACTING TITLE 15, CHAPTER 9 ENTITLED
"RESTRICTIONS ON RETAIL PET SALES"; PROVIDING FOR REPEALER;
SEVERABILITY; AND AN EFFECTIVE DATE

WHEREAS, local groups have approached the City and explained the negative impacts of "puppy mills": and

WHEREAS, the City desires to enact measures to prevent the inhumane treatment of animals; and

WHEREAS, the City believes that restricting retail dog and cat sales will reduce puppy mills thereby reducing inhumane animal treatment; and

WHEREAS, the Kaysville City Council finds it to be in the best interest of its citizens to make the enact the proposed portions of the Kaysville Municipal Code;

NOW THEREFORE, be it ordained by the Council of the Kaysville City, in the State of Utah, as follows:

SECTION 1: AMENDMENT "15-1-1 Definitions" of the Kaysville City Code is hereby *amended* as follows:

AMENDMENT

15-1-1 Definitions

As used in this Title:

Animal - Any and all types of livestock, dogs and cats, and all other subhuman creatures, both domestic and wild, male and female, singular and plural.

Animal at Large - Any animal, whether licensed or not, when

- a. The animal is off the property of the owner or custodian and is not under the immediate physical restraint by the owner or custodian. "Immediate physical restraint" means a durable restraint device, such as a leash, cage, or other device capable of keeping the animal under physical control.
- b. The animal is on the property of the owner or custodian and is not:
 1. Securely confined in a building, fenced area, cage, or kennel;
 2. Under the immediate physical restraint by the owner or custodian; or
 3. Under the immediate and effective control of the owner or custodian and does not cause fear to or constitute or appear to present any threat or danger to the safety, comfort, or health of other persons.

- c. A working dog while being used for herding sheep, cattle, or other livestock; a hunting dog while lawfully being used to hunt game; or a dog while being trained for herding or hunting shall not be deemed to be an animal at large if the dog is under the proper control of its owner or custodian.
- d. Livestock being herded from one place to another in a controlled and supervised move shall not be deemed to be an animal at large.

Animal Boarding Establishment - Any establishment that takes in animals and boards them for a fee.

Animal Control Department - The Davis County Department of Animal Care and Control.

Animal Control Director - The Director of the Davis County Department of Animal Care and Control.

Animal Grooming Parlor - Any establishment maintained for the purpose of offering cosmetological services for animals for a fee.

Animal Rescue Organization - A non-profit organization incorporated under the law of any state and exempt from federal taxation under Section 501(c)(3) of the federal Internal Revenue Code, as amended, and whose principal purpose is the prevention of cruelty to animals and whose principal activity is to rescue sick, injured, abused, neglected, unwanted, abandoned, orphaned, lost, or displaced animals and to adopt them to good homes. "Animal rescue organization" shall not include any entity that breeds animals or that (1) is located on the same premises as; (2) has any personnel in common with; (3) obtains, in exchange for payment or any other form of compensation, dogs or cats from; or (4) facilitates the sale of dogs or cats obtained from—a person that breeds animals.

Animal Shelter - Any facility owned and operated by a governmental entity or any animal welfare organization which is incorporated within the State of Utah for the purpose of preventing cruelty to animals and used for the care and custody of seized, stray, homeless, quarantined, abandoned, or unwanted dogs, cats, or other small domestic animals.

Bite - Any actual puncture, tear, or abrasion of the skin inflicted by the teeth of an animal.

Cat - Any age feline of the domesticated types.

Cattery - An establishment for boarding, breeding, buying, grooming, or selling cats for a fee.

Center - The Davis County Animal Control Center.

Custodian - A person having formal or informal custody, control, or possession of an animal.

Dangerous Animal - Any animal that:

- a. Is dangerously aggressive or uncontrollable, including, but not limited to, any animal which has bitten or in any manner attacked any person or animal with or without provocation whether on public or private property; or
- b. Has been previously found to be a potentially dangerous animal, whose owner has

- received notice of such, and it is witnessed and documented that the animal aggressively bites, attacks, or endangers the safety of humans or domestic animals; or
- c. Is found to be in violation of any of the health and safety or other restrictions placed upon the animal by the department pertaining to a potentially dangerous animal.

Department - The Davis County Department of Animal Care and Control.

Director - The Director of the Davis County Department of Animal Care and Control.

Dog - Any canis familiaris.

Domestic Animals - Animals customarily and accustomed to living in or about the habitation of man, including, but not limited to, cats, dogs, fowls, horses, swine, cows, sheep, mules, donkeys, cattle and llamas.

Estray - Any livestock found at large.

Guard Dog - A working dog which must be kept in a fenced run or other suitable enclosure during business hours, or on a leash or under absolute control while working, so that it cannot come into contact with the public.

Kennel - Land or buildings used in keeping of three or more dogs, four months or older.

Livestock - Any normally domesticated animal that is not a cat, or dog, such as; cattle, sheep, goats, mules, burros, swine, horses, geese, ducks, turkeys, etc.

Offer for Sale - To display or proffer for acceptance by another person.

Owner - Any person having an ownership or proprietary interest in an animal or having formal, or informal custody of an animal.

Pet - A domesticated animal kept for pleasure rather than utility, including but not limited to, birds, cats, dogs, fish, hamsters, mice, and other animals associated with man's environment.

Pet Shop - ~~Any establishment containing cages or exhibition pens, not part of the kennel or eatery, wherein dogs, cats, birds, or other pets for sale are kept or displayed.~~ A retail store where animals are kept, sold, or offered for sale on the premises. Such term shall include any owner or operator of the business. An animal rescue organization or public animal shelter, as defined in this section, shall not be considered a pet shop.

Person - An individual, corporation, organization, partnership, or any other entity.

Potentially Dangerous Animal - Any animal:

- a. That, with or without provocation, chases, attacks, threatens or approaches a person, domestic animal or livestock in a threatening or menacing fashion, or apparent attitude of attack;
- b. Any animal with a known propensity, tendency or disposition to attack a person, domestic animal, or livestock with or without provocation; or
- c. That, because of witnessed and documented conduct is reasonably believed to be

capable of causing injury to or otherwise poses a threat to the safety of a person, another animal or livestock.

Public Animal Shelter - A facility operated by or under contract with any state, or a political subdivision of any state, for the impoundment and care of seized, stray, homeless, abandoned, unwanted, or surrendered animals.

Quarantine - The isolation of an animal as required by this Title in a substantial and approved enclosure so that the animal is not subject to contact with other animals or unauthorized persons.

Restraint Device - Any chain, leash, cord, rope, or other device used to physically restrain an animal, exclusive of any underground or other electrical or radio device.

Riding School or Stable - An establishment, person or business which offers boarding and/or riding instruction of any horse or other riding animal or which offers such animal for hire.

Sell - To exchange for consideration, adopt out, barter, auction, trade, lease, or otherwise transfer.

Vicious Animal - Any animal which has:

- a. Inflicted severe injury on a human being with or without provocation on public or private property.
- b. Has killed or inflicted injury upon a domestic animal with or without provocation while off the owner's property, or
- c. Has been previously found to be dangerous, the owner having received notice of such and the animal again bites, attacks, or endangers the safety of humans or domestic animals, or it is witnessed and documented that the animal is in violation of restrictions placed upon it as a potentially dangerous or dangerous animal pursuant to [KCC 15-4-5](#) and [KCC 15-4-6](#).

Wild Animal - Any animal which is not commonly domesticated or which is of a wild or predatory nature, or any animal which, because of its size, growth propensity, vicious nature or other characteristics, would constitute an unreasonable danger to human life, health, or property if not kept, maintained or confined in a safe and secure manner. Those animals, however domesticated, shall include but are not limited to:

- a. Alligators, crocodiles, caiman;
- b. Bears (Ursidae). All bears including grizzly bears, brown bears, and black bears;
- c. Cat family (Felidae). All except the commonly accepted domesticated cats; including cheetahs, cougars, leopards, lions, lynx, panthers, mountain lions, tigers, and wildcats;
- d. Dog family (Canidae). All, except domesticated dogs, and including wolf, fox, coyote, and wild dingo. Any dog cross bred with a wild animal as described above shall be considered to be a wild animal;
- e. Porcupine;
- f. Primates (all subhuman primates);
- g. Raccoon (all varieties);
- h. Skunks;

- i. Venomous snakes or lizards;
- j. Weasels (All weasels, martins, wolverines, badgers, otters, ermine, mink and mongoose, except that the possession of mink shall not be prohibited when raised commercially for their pelts, in or upon a properly constructed, legally operated ranch.)

SECTION 2: **ADOPTION** “Chapter 9 Restrictions On Dog And Cat Sales At Retail Pet Stores” of the Kaysville City Code is hereby *added* as follows:

ADOPTION

Chapter 9 Restrictions On Dog And Cat Sales At Retail Pet Stores(*Added*)

SECTION 3: **ADOPTION** “15-9-1 Sale Of Dogs And Cats By Pet Shops” of the Kaysville City Code is hereby *added* as follows:

ADOPTION

15-9-1 Sale Of Dogs And Cats By Pet Shops(*Added*)

It shall be unlawful for any pet shop to sell or offer for sale a dog or cat.

SECTION 4: **ADOPTION** “15-9-2 Display Of Dogs Or Cats Available For Adoption” of the Kaysville City Code is hereby *added* as follows:

ADOPTION

15-9-2 Display Of Dogs Or Cats Available For Adoption(*Added*)

It shall be unlawful for any pet shop to provide space for the display of adoptable dogs or cats unless all of the following requirements are met:

1. Any dog or cat displayed for adoption is displayed by either an animal rescue organization or a public animal shelter;
2. No part of any fees associated with the display or adoption of a dog or cat, including but not limited to adoption fees or fees for the provision of space, shall be paid to or received by the host pet shop or to any entity affiliated with or under common ownership with the host pet shop;
3. The host pet shop shall not have any ownership interest in any animal displayed for adoption; and
4. Each dog or cat displayed for adoption shall be adopted for total fees not in excess of \$500.

SECTION 5: **ADOPTION** “15-9-3 Penalty” of the Kaysville City Code is hereby *added* as follows:

ADOPTION

15-9-3 Penalty(*Added*)

A violation of this chapter shall be a class C misdemeanor and each sale, offer for sale, or provision of space made in violation of this Chapter shall constitute a separate violation.

SECTION 6: **REPEALER CLAUSE** If any provisions of the City's Code previously adopted are inconsistent herewith they are hereby repealed.

SECTION 7: **SEVERABILITY CLAUSE** If any section, subsection, sentence, clause, or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

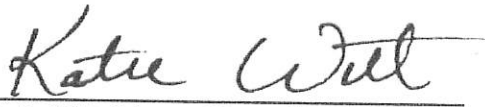
SECTION 8: **EFFECTIVE DATE** This ordinance being necessary for the peace, health, and safety of the City, shall become effective immediately upon posting.

PASSED AND ADOPTED BY THE KAYSVILLE CITY COUNCIL OCTOBER 21,
2021.

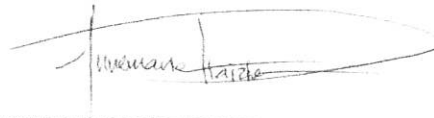
	AYE	NAY	ABSENT	ABSTAIN
Council Member Adams	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Council Member Barber	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Council Member Blackham	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Council Member Lortz	<u> </u>	<u> </u>	<u>X</u>	<u> </u>
Council Member Tran	<u>X</u>	<u> </u>	<u> </u>	<u> </u>

Presiding Officer

Attest



Katie Witt, Mayor, Kaysville City



Annemarie Plaizier, City Recorder
Kaysville City



DAVIS COUNTY

ORDINANCE NO. _____

AN ORDINANCE CREATING SECTION 6.28.080 OF
THE DAVIS COUNTY CODE SALES OF ANIMALS

WHEREAS, on January _____, 2023, the county legislative body of Davis County, Utah (the "Davis County Legislative Body"), met in a regular meeting, lawful notice of which was provided, to consider, among other things, creating Title 6, Chapter 6.28, Section 6.28.080 of the Davis County, Utah, Code of Ordinances (the "Davis County Code") regarding Sales of Animals and determined that creating this section of the Davis County Code, as set forth below, is necessary and proper to promote the prosperity and/or to improve the morals, peace, good order, comfort, and/or convenience of Davis County and its inhabitants.

NOW, based upon the foregoing and after careful consideration, the Davis County Legislative Body ordains as follows:

SECTION 1. Section 6.28.080 is created to read as follows:

Chapter 6.28.080 SALE OF ANIMALS

A. Sale of Animals Prohibited on Public Property and at Swap Meets

No animal as defined in Section 6.04.010 shall be sold, given away, or otherwise transferred, on or from any public street, roadway, right-of-way, sidewalk, park, or "swap meet." A swap meet is defined for the purpose of this section as a place of commercial activity popularly known as a swap meet, farmers market, flea market, or park-and-swap, which is open to the general public and composed of enclosed, semi-enclosed, or outdoor stalls, stands, or spaces rented or leased to persons on a temporary basis for the purpose of display and sale, barter, or exchange of new or used merchandise.

B. Sale of Dogs or Cats and Display of Dogs or Cats Available for Adoption by Pet Shops

1. It shall be unlawful for any pet shop to sell or offer for sale a dog or cat.
2. It shall be unlawful for any pet shop to provide space for the display of adoptable dogs or cats unless all of the following requirements are met:
 - a. Any dog or cat displayed for adoption is displayed by either an animal rescue organization or a public animal shelter;
 - b. No part of any fees associated with the display or adoption of a dog or cat, including but not limited to adoption fees or fees for the provision of space, shall be paid to or received by the host pet shop or to any entity affiliated with or under common ownership with the host pet shop;
 - c. The host pet shop shall not have any ownership interest in any animal displayed for adoption; and

- d. Each dog or cat displayed for adoption shall be adopted for total fees not in excess of \$500.

C. Exceptions

Nothing in this article shall prohibit the sale, gift, or other transfer of ownership of animals at a private residence, animal shelters, county fairs, animal exhibitions or shows, or 4-H activities.

D. Penalties

A violation of this chapter shall be a class C misdemeanor. Each sale, offer for sale, or space utilized to transfer an animal made in violation of this Chapter shall constitute a separate violation.

SECTION 2: This Ordinance shall become effective in accordance with Section 17-53-208(3), Utah Code Annotated (2009), as amended.

Lorene M. Kamalu	_____	Aye	_____	Nay
Randy B. Elliot	_____	Aye	_____	Nay
Bob J. Stevenson	_____	Aye	_____	Nay

[Signatures on the following page]

This Ordinance was duly PASSED and/or APPROVED by the County Legislative Body of Davis County, Utah, on this _____ day of January, 2023, with Commissioners Lorene M. Kamalu, Randy B. Elliott, and Bob J Stevenson, all voting as documented herein above.

DAVIS COUNTY

Lorene M. Kamalu, Chair, Board of
County Commissioners for Davis
County, Utah

ATTEST:

Brian McKenzie, Davis County Clerk/Auditor



STAFF COMMENTS

Consideration and possible approval on a **preliminary plat and sensitive lands application for Kolob Views**, a 20 lot single family subdivision located at 1400 W 900 S. Stratton Dev LLC, Applicant. Colt Stratton, Agent.

Discussion:

3/14/2024 Update by Dayton Hall/Gary Cupp:

This item was last discussed at the February 15th meeting and continued to allow the applicant time to submit a revised plat to add lots to phase 1 and to amend the alignment of 1150 West through the subdivision based on appropriate elevations of the future roadway. As of this writing, City staff have not received any additional information and, therefore, have no updated comments. Staff therefore recommends that the item be continued to allow the applicant opportunity to submit the requested information, and also to allow staff sufficient review time once the submittal is received. Notwithstanding, staff's initial recommendation remains unchanged, which is to only approve portions of the plat that have legal access. Lots that must be accessed by the future 1150 West do not have legal access because the roadway does not exist, and for that reason, staff and the Planning Commission recommended approval of Phase 1 only. If the Council chooses to create lots without legal access in Phase 2, the City Attorney recommends that language be added to the plat that the lots have no entitlements and may only be built on after legal access and public facilities/utilities are established.

Initial Staff Summary for the 2/15/2024 City Council Meeting:

This application was initially heard by the City Council and was tabled on June 1, 2023, due to a lack of a sensitive lands plan and nonconformance with the Transportation Master Plan. The applicant has subsequently proposed a revised preliminary plat for 20 single-family lots. The site is located south of Mountain View Estates and along 1150 W. The Planning Commission heard the application on January 11, 2024, and unanimously voted to recommend approval of only phase 1 due to a lack of adequate public access to the proposed phase 2 lots that would need to be accessed from 1150 W. Staff supports the Planning Commission's recommendation with the added clarification that the preliminary plat be approved for phase 1 only, and that the remaining property be excluded from the plat approval due to inadequate public facilities. -- Gary Cupp

Findings:

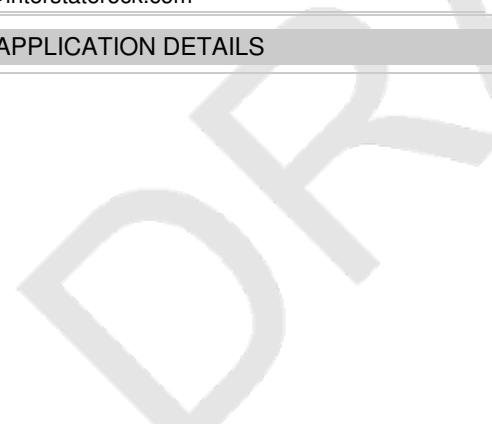
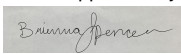
Recommendation:

Attachments:

1. PP23-30_

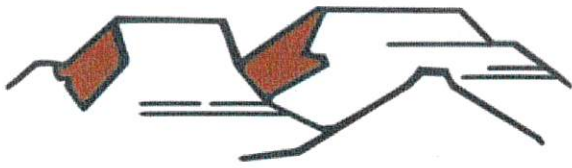
2. HIL23-03_
3. Water_Will_Serve_Letter
4. Ash_Creek_Will_Sever_Letter
5. Geotechnical_Report
6. Preliminary_Plat_Map
7. Grading_and_Drainage_Plan
8. Kolob View Construction Plans
9. PP23-30 HIL23-03 Kolob View CC staff report_3-21-24

**Application**

Application Accepted Date: 12/01/2023		Valuation		\$	0.00				
Type of Improvement: Subdivision (Preliminary Plat)		PERMIT FEES							
Description:		Planning Fee		\$	150.00				
Tenant / Project Name: Kolob Views Subdivision		Planning Fee		\$	150.00				
Bldg. Address: 1400 W 900 S		Sub Total:		\$	150.00				
City: Hurricane City State: UT Zip: 84737		Permit Total:		\$	150.00				
Subdivision: Kolob Views Subdivision Phase: 1 & 2		Amount Paid:		\$	150.00				
Block: Lot #: 1-22 Parcel #: H-3-2-4-127		Remaining Due:		\$	0.00				
Zone: R1-10									
Property Owner: Stratton Dev LLC									
Permit Contact: Colt Stratton P:(435) 635-2628									
Email: colt.stratton@interstaterock.com									
CONTACT INFORMATION									
Engineer of Record: Interstate Rock Products, Inc.									
Email: colt.stratton@interstaterock.com P: (435) 635-2628									
General Contractor: Colt Stratton									
License #: 227139-5501 P: (435) 635-2628									
Address: 42 South 850 West									
City: HURRICANE State: UT Zip: 84737		APPROVALS							
Email: colt.stratton@interstaterock.com		Plan Review Finalized:		Yes	12/19/23	Brienna Spencer			
APPLICATION DETAILS		Setbacks				Front:	Rear:	Left:	Right:
		Min.							
		Actual:							
		APPLICATION NUMBER:				PENDPP23-30			
		This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I here-by certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury. Maintenance Deposit is refundable after final inspection if: 1) site is kept clean 2) building is NOT occupied prior to final inspection and issuance of Certificate of Occupancy.							
		Applicant Name: Colt Stratton							
		Signature of Applicant/Authorized Agent or Owner: Date:							
		Application Approved By:				Date:			
						12/19/2023			
		Application Issued By:				Date:			
		Receipt #: 8.174587-12/01/23							

**Application**

Application Accepted Date: 12/01/2023		Valuation		\$	0.00					
Type of Improvement: Sensitive Lands Application		PERMIT FEES								
Description:		Sub Total:		\$	0.00					
Tenant / Project Name: Kolob Views Subdivision		Permit Total:		\$	0.00					
Bldg. Address: 1400 W 900 S		Amount Paid:		\$	0.00					
City: Hurricane City State: UT Zip: 84737		Remaining Due:		\$	0.00					
Subdivision: Kolob Views Subdivision Phase: 1 & 2										
Block: Lot #: Parcel #: H-3-2-4-127										
Zone: R1-10										
Property Owner: Stratton Dev LLC										
Permit Contact: Colt Stratton P:(435) 635-2628										
Email: colt.stratton@interstaterock.com										
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General Contractor: Interstate Rock Products, Inc.										
License #: 227139-5501 P: (435) 635-2628										
Address: 42 South 850 West										
City: HURRICANE State: UT Zip: 84737										
Email: colt.stratton@interstaterock.com										
APPLICATION DETAILS										
DRAFT										
						APPROVALS		DATE	INFO	
						Plan Review Finalized:		Yes	12/04/23	Brienna Spencer
Setbacks		Front:	Rear:	Left:	Right:					
Min.										
Actual:										
APPLICATION NUMBER: PENDHIL23-03										
This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I here-by certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury. Maintenance Deposit is refundable after final inspection if: 1) site is kept clean 2) building is NOT occupied prior to final inspection and issuance of Certificate of Occupancy.										
Applicant Name: Colt D Stratton										
Signature of Applicant/Authorized Agent or Owner: Date:										
Application Approved By:		Date:								
		12/04/2023								
Application Issued By:		Date:								
Receipt #:										



HURRICANE CITY UTAH

Water Department
Ken Richins, Superintendent

June 6, 2023

To Whom It May Concern:

Stratton Development LLC (the "Developer") has requested a culinary water will serve letter for the subdivision known as Kolob Views Subdivision, located at approximately 900 S 1300 W in Hurricane, Utah (the "Project").

Infrastructure

The City currently has infrastructure to supply culinary water in the general area of the Project. However, Developer will be responsible to connect the Project to the existing water infrastructure, including the installation of infrastructure in dedicated public streets and as otherwise required to meet City standards. In addition, Developer may be required to obtain and supply a hydraulic water study to ensure the waterline will deliver required fire flows. A looped water system may be required.

Water Supply

As of the date of this letter, the city has adequate water to supply water to 23 residential connections within the Project. However, water within the City is a finite resource with limited supply. The ability of the City to supply water to previously approved projects, as well as continue to serve additional water customers, is contingent on water supplies being available from the Washington County Water Conservancy District (the "Conservancy District"). Therefore, the City's statements in this letter regarding the adequacy of water supply is (1) contingent on water being available from the Conservancy District and (2) shall expire one year from the date of this letter, after which a renewed will serve letter will be required for any property or lot that has not obtained a metered connection to the City's culinary water system. Developer is encouraged to obtain a guarantee of water from the Conservancy District.

General Requirements

In addition to the requirements and limitations described above, Developer shall be required to comply with all applicable laws, ordinances, policies, and construction and design standards. These requirements include, but are not limited to, secondary water system requirements and any obligations described in an applicable development agreement.

Sincerely,



Ken Richins
Water Department Superintendent



June 6, 2023

Hurricane City
Fred Resch
127 N. 870 W.
Hurricane, UT 84737

Subject: Kolob Views Subdivision

Fred,

There is sewer capacity for this project. The developers understand and agree that they will need to get plan approval for the sewer system.

After approval, they agree to pay all costs associated with construction and impact fees. Please let us know if you have any questions.

Sincerely,

Amber Gillette, P.E.
Engineer
Ash Creek Special Service District

GEOTECHNICAL INVESTIGATION REPORT

Prepared for:

Interstate Rock Products
Attn: Colt Stratton
42 South 850 West Suite 201
Hurricane, Utah 84737

August 3, 2023

Kolob Views Subdivision



795 East Factory Drive
St. George, UT 84790

Landmark Project No: 230367



August 3, 2023

Interstate Rock Products
Attn: Colt Stratton
42 South 850 West Suite 201
Hurricane, Utah 84737

Subject: Geotechnical Investigation Report
Kolob Views Subdivision
Hurricane, Utah
Landmark Project No.: 230367

Colt,

As requested, we have completed our Geotechnical Investigation for the above-mentioned project. Our geotechnical recommendations, along with our field and laboratory data are presented in this report.

Our field investigation consisted of excavating eleven (11) test pits to depths between 0.5 and 4.0 feet below the existing ground surface (bgs) throughout the area of the proposed development. Soils on-site consist of sands and gravels underlain by basalt bedrock and well cemented caliche. Site grading recommendations are detailed in Section 5.0 of this report. Foundation recommendations are found in Section 6.0 of this report.

Landmark has great interest in providing materials testing and special inspection services during the construction phase of this project. If you advise us of the appropriate time to discuss these engineering services, we will be pleased to meet with you at your convenience.

Please feel free to contact our office at (435) 986-0566 if you have any questions.

Sincerely,

LANDMARK TESTING AND ENGINEERING

A handwritten signature in black ink, appearing to read "Steven Wells", is written over a white rectangular background.

Steven Wells, P.E.
Geotechnical Manager

TABLE OF CONTENTS

GEOTECHNICAL INVESTIGATION REPORT KOLOB VIEWS SUBDIVISION HURRICANE, UTAH

1.0	INTRODUCTION	1
2.0	PROPOSED CONSTRUCTION	1
3.0	SITE SETTING	1
3.1	SURFACE CONDITIONS	1
3.2	GEOLOGIC SETTING	2
3.3	SEISMICITY	2
3.4	GEOLOGIC HAZARDS	3
4.0	INVESTIGATION.....	4
4.1	FIELD INVESTIGATION	4
4.2	LABORATORY TESTING.....	4
4.3	CONCLUSIONS.....	4
5.0	SITE GRADING AND EARTHWORK	5
5.1	GENERAL GRADING	5
5.2	ROADWAY AND UTILITY EXCAVATION	5
5.3	FILL PLACEMENT AND COMPACTION	5
5.4	LIGHTLY LOADED ELEMENTS.....	6
5.5	CUT AND FILL SLOPES	7
6.0	FOUNDATION & CONSTRUCTION CONSIDERATIONS.....	7
7.0	FLOOR SLABS	8
8.0	LATERAL EARTH PRESSURES	8
9.0	MOISTURE CONTROL	9
10.0	PAVEMENT DESIGN RECOMMENDATIONS	10
11.0	SOIL CORROSIVITY	10
12.0	FOUNDATION REVIEW AND TESTING	10
13.0	LIMITATIONS.....	11

TABLE OF FIGURES AND APPENDICES

GEOTECHNICAL INVESTIGATION REPORT KOLOB VIEWS SUBDIVISION HURRICANE, UTAH

Appendix A

FIGURE 1:

FIGURE 2:

FIGURES 3 - 8:

FIGURE 9:

Field Data

VICINITY MAP

SITE MAP

TEST PIT LOGS

UNIFIED SOIL CLASSIFICATION SYSTEM

Appendix B

Table B-1

Laboratory Data

LABORATORY SUMMARY SHEET

LABORATORY DATA SHEETS

1.0 INTRODUCTION

This report presents the results of Landmark Testing & Engineering's geotechnical investigation for the single-family residential development on Parcel H-3-2-4-127 in Hurricane, Utah. Figure A1 is a Vicinity Map showing the project location relative to surrounding features. Figure A2 is a Site Map showing the site and the approximate locations of the test pits completed for this investigation.

This investigation was completed to assist in developing opinions and recommendations concerning site earthwork and foundation design.

2.0 PROPOSED CONSTRUCTION

We understand that construction will consist of a single-family residential development with 23 lots. We anticipate residences will be wood-framed, slab-on-grade construction supported on conventional spread footings. We understand that the residences will be both one- and two stories with anticipated loads between 1,200 and 2,500 pounds per lineal foot. We anticipated a new public street with asphalt pavement, and concrete curb, gutter and sidewalk are also planned for the residential development.

A traffic index of 5.5 is assumed for the residential street. Any significant changes to the anticipated development should be reviewed by Landmark to evaluate the continued applicability of the recommendations contained in this report.

3.0 SITE SETTING

3.1 SURFACE CONDITIONS

The project site is located on a hillside in Hurricane, Utah to the south of residences on 650 South and to the west of residences on 1100 West. Access to the project site will be from an asphalt paved road connecting to 650 South on the east side of the project. There is undeveloped land to the west, and south of the project site.

The hillside slopes down to the east and north. There is a difference in elevation of approximately 90 to 100 feet from the west side of the lot to the east side. Most of the elevation difference (approximately 60 feet) is in the eastern 200 feet of the project site. Across the western and middle portions of the project site there is a difference in elevation of approximately 5 to 10 feet from south to north. Along the eastern portion of the project site there is a difference in elevation of approximately 40 to 50 feet.

The site is covered with scattered basalt cobbles and boulders. Vegetation consists of field grass, scattered desert shrubs, cacti, and weeds.

3.2 GEOLOGIC SETTING

According to the Utah Geological Survey¹, the site is mapped as located on the following geologic formations:

Qbi Ivans Knoll lava flow (lower Pleistocene) -- Medium-gray, fine- to medium-grained basalt (Qbi) with small olivine phenocrysts; erupted from a vent marked by a deeply eroded cinder cone (Qbic) immediately south of Volcano Mountain, southwest of Hurricane; remnant of flow caps Mollies Nipple at the top of the Hurricane Cliffs, showing about 1300 feet (400 m) of displacement along the Hurricane fault.

The land to the immediate north and east of the project site is mapped as:

Qae Alluvial and eolian deposits (Holocene to upper Pleistocene) -- Moderately sorted gravel, sand, and silt deposited in small channels and on alluvial flats, and well-sorted, fine- to medium-grained, reddish-brown eolian sand locally reworked by alluvial processes.

Soils encountered in the test pits consisted of loose to dense sands and gravels underlain by well cemented caliche and basalt bedrock and were consistent with geologic mapping.

3.3 SEISMICITY

Seismicity at the site was determined using the Structural Engineers Association (SEA), OSHPD Seismic Design Maps website. The following values are presented to assist with seismic design:

- ▶ Latitude = 37.163446 North, Longitude = 113.31202 West
- ▶ Site Class = C (Very Dense Soil Soft Rock) based on ASCE 7-16 (Table 20.3.1) as referenced in 2021 IBC 1613.3.2
- ▶ Risk Category II

Period (sec)	S _a (g)	Site Class
0.2	S _S = 0.616	B / C
1.0	S ₁ = 0.203	B / C
0.2	S _{DS} = 0.515	C
1.0	S _{D1} = 0.203	C

(2016 ASCE-7-16, SEA, Structural Engineers Association, <https://seismicmaps.org/>)

As per section 20.1 of ASCE 7-16, “The soil shall be classified in accordance with Table 20.3-1 and section 20.3 based on the upper 100 feet of the site profile.” However, section 20.1 continues, “Where site specific data are not available to a depth of 100 feet, appropriate soil properties are permitted to be estimated by the registered design professional preparing the soil investigation report based on known geologic conditions.” Based on the mapped geology, experience this area, and our findings during our field investigation, it is the opinion of Landmark Testing and Engineering that the soils on site classify as Site Class C.

¹ Interactive Geologic map Portal, Retrieved, August 2, 2023, Utah Geological Survey, <https://geology.utah.gov/apps/intgeomap>

3.4 GEOLOGIC HAZARDS

Fault Rupture

The projected western trace of the Volcano Mountain fault runs north and south through the middle of the parcel. The eastern trace of the Volcano Mountain fault runs approximately 500 feet southeast of the southeast property corner.

The project site is mapped as being located in a “Surface-fault-rupture-hazard special-study zone. The special-study zones established for well-defined faults extend for 500 feet on the downthrown side and 250 feet on the upthrown side of each fault. Normal faults are classified as well defined if Utah Geological Survey 1:24,000-scale mapping shows them as solid lines, indicating they are recognizable as faults at the ground surface. Because their location is uncertain, the special-study areas around buried or approximately located faults are broader, extending 1000 feet on each side of the suspected trace of the faults.”²

Evidence of the Volcano Mountain fault was not observed in our investigations. If additional information is desired about the Volcano Mountain Fault within the project site, we recommend consulting a licensed professional geologist.

The projected trace of the Hurricane fault is located approximately 1 mile east of the site. These faults displace late Quaternary sediments and are considered active.³ Strong ground motion associated with movement along the Hurricane or other faults associated with the Intermountain Seismic Belt is possible however, the potential for surface fault rupture is considered low.

Liquefaction

Liquefaction is the sudden loss of shear strength in the soil due to the build-up of excess pore water pressure.⁴ This can occur when the soil is subjected to intense shaking such as during a seismic event. The soils that are most susceptible to liquefaction are loose, saturated sandy soils with a low fines content (material passing the #200 sieve).

Soils encountered in the test pits consisted of sands and gravels. These soils are typically susceptible to liquefaction when saturated. However, groundwater was not encountered in our test pits at the time of our investigation. Additionally, shallow caliche and basalt bedrock was encountered in each test pit. Due to shallow bedrock encountered throughout the site and lack of groundwater we believe the liquefaction potential at the project site is low. A liquefaction study is beyond the scope of this report.

2 William R. Lund, Tyler R. Knudsen, Garrett S. Vice, and Lucas M. Shaw, Surface-Fault-Rupture-Hazard Map for the St. George–Hurricane Metropolitan Area, 2008, Utah Geological Survey Special Study 127 Geologic Hazards and Adverse Construction Conditions, Plate 1

3 Interactive quaternary Fault and Fold Map, Retrieved July 27, 2023, from Utah Geological Survey, <https://geology.utah.gov/apps/intgeomap>.

4 Coduto, Donald P. (1999), Geotechnical Engineering: Principles and Practices, Prentice Hall, Upper Saddle River, NJ

4.0 INVESTIGATION

4.1 FIELD INVESTIGATION

To investigate the subsurface soil conditions, eleven (11) test pits, designated as TP-1 through TP-11, were excavated throughout the project site as shown on Figure A2, Site Map. The test pits were excavated to depths between 0.5 and 4.0 feet bgs with a Deere 310SG backhoe. All test pits encountered refusal on caliche or basalt.

The soils encountered in our test pits consisted of sand with gravel grading to gravel with sand and various amounts cobbles and boulders. The soils were underlain by weakly to well cemented caliche. Groundwater was not encountered in any of our test pits at the time of our investigation.

A detailed description of the subsurface soils encountered in the test pits is included in the test pit logs on Figures A3 through A8. A key to the symbols and soil classifications used on the logs is presented on Figure A9.

4.2 LABORATORY TESTING

Soil samples from the test pits were taken to our St. George laboratory for testing. Tests performed on the samples included mechanical sieve analyses, Atterberg limits to aid in soil classification and a soluble sulfates test to aid in concrete recommendations. Laboratory results are shown on the test pit logs on Figures A3 through A8, on the Laboratory Summary Sheet on Table B-1, and on Laboratory Data Sheets in Appendix B.

Sieve analyses classified the samples from test pits TP-2 at the ground surface, TP-5 at 3.5 feet, and TP-10 at 2 feet as silty sand with gravel. Samples from test pit TP-4 at 1 foot and TP-9 at 1.5 feet were classified as clayey gravel with sand. The sample from test pit TP-10 at 3 feet was classified as silty sand. The moisture contents of the on-site soils ranged from 1.6 to 8.2 percent.

Atterberg Limits was performed on two samples. The sample from test pit TP-4 at 1 foot had a liquid limit of 22 and a plasticity index of 8. The sample from test pit TP-9 at 1.5 feet had a liquid limit of 24 and a plasticity index of 8. Atterberg Limits tests showed that the samples had a low plasticity.

One soluble-sulfate test was completed on the sample collected at the ground surface in Test Pit TP-1. The sample contained 0.45 percent soluble sulfates by mass. Recommendations for corrosive soils are provided in Section 11.0.

4.3 CONCLUSIONS

The material encountered in our test pits during our investigation generally consisted of loose to dense sand with varying amounts of gravel underlain weakly to well cemented caliche and basalt bedrock. Refusal was encountered on well cemented caliche and basalt bedrock between 0.5 and 4.0 feet bgs. Groundwater was not encountered in our test pits at the time of our investigation.

Prior to construction of the residences, we recommend that the surficial sandy deposits be excavated down to caliche and bedrock. General grading recommendations are provided in Section 5.0 and foundation recommendations are provided in Section 6.0.

5.0 SITE GRADING AND EARTHWORK

5.1 GENERAL GRADING

Prior to general site grading, the project site should be cleared and grubbed of all vegetation and other deleterious materials. We anticipate clearing and grubbing to extend approximately 3 to 6 inches below the existing grade.

Following clearing and grubbing, we recommend the on-site soils are over-excavated down to caliche or basalt bedrock. Based on our test pits, we anticipate these excavations to extend to 0.5 to 4 feet bgs. Following over-excavation, we recommend that the caliche be proof rolled to a firm and unyielding surface. A representative of Landmark should observe the bottom of the excavations to confirm that the bedrock or caliche has been reached and is suitable for construction.

Grading plans have not been provided, however, based on existing grades, we anticipate that cuts into the well cemented caliche and basalt bedrock will be required to bring the project site to desired elevations. Based on our experience with the caliche and basalt encountered on-site, we anticipate that standard excavation equipment will be insufficient to excavate the caliche and basalt. We anticipate the need to use specialized construction equipment such as a single tooth ripper or hammer hoe. Where large cuts are to be completed, such as for the sewer or where existing slopes are steep, blasting may be required.

The on-site soils, including excavated caliche and basalt bedrock are suitable for use as structure fill, provided all vegetation, material greater than 6 inches and other deleterious materials are removed and is placed to structural fill standards as subsequently outlined. Nesting of larger basalt cobbles should be avoided when being placed for structural fill.

Landmark does not determine the location of the over-excavation or the location of the structures to be constructed. The builder is responsible to ensure that the building and pavement footprints are entirely within the over-excavated and recompacted building pads.

5.2 ROADWAY AND UTILITY EXCAVATION

The test pits for this investigation were excavated with a CAT 305E mini excavator. Refusal was encountered on hard caliche between depths of 1.0 to 5.0 feet bgs throughout the project site. The use of a hoe ram, larger equipment, blasting or a combination of these will be required where basalt is encountered at shallower depths where removal of bedrock is required.

The upper 8-inches of native soil within the proposed roadways should be scarified and recompacted to structural fill standards prior to the placement of any road base. All excavations and backfilling procedures for roadways and utility trenches should conform to the City of Hurricane Standards for Design and Construction.

5.3 FILL PLACEMENT AND COMPACTION

All fill to be placed for support of footings and slabs-on-grade, whether it is on-site or imported, should be considered structural fill. On-site soils are suitable for use as structural fill provided all deleterious materials and oversized material greater than 6-inches in size are removed prior to placement of structural fill. We recommend that the footings and floor slabs be established directly

on bedrock or a minimum of 1 foot of structurally placed, granular fill with a maximum particle size of 6-inches, overlying caliche or bedrock. Foundations should not transition from bedrock to structural fill.

Imported, granular fill should be well-graded, non-expansive, and free of organics and all deleterious materials. Soils used for granular, imported, structural fill should meet the following specifications and preferably would classify as gravel.

GRADATION	PERCENT PASSING
6- inch	100
3-inch	80-100
No. 200 sieve	10-25
ATTERBERG LIMITS	
Liquid Limit	30 or less
Plasticity Index	9 or less

Material not meeting the above requirements may be suitable for use as structural fill at the discretion of the geotechnical engineer. Samples of structural fill should be submitted for testing prior to being transported to the site.

Any on-site soils used as structural fill or imported structural fill should be compacted to the following specifications.

FILL PLACEMENT AND COMPACTION	
Maximum lift thickness	8-inch (loose)
Minimum compaction	95% ASTM D-1557
Compacted Moisture Content	within 2% of optimum

Compaction of structural fill should be completed with equipment suitable for the conditions encountered in the field such that compaction requirements are met, including those areas that may be inaccessible to large rolling compactors. All structural fill should be evenly spread on a horizontal plane in eight-inch loose lifts. Each eight-inch lift of structural fill material placed at the site should be tested for compliance with the required relative compaction and moisture content prior to proceeding with additional lifts.

5.4 LIGHTLY LOADED ELEMENTS

Exterior concrete slabs on grade (sidewalks, curbs, gutters, and misc.) should be established on a minimum of 12 inches of structurally placed, granular soils overlying 8-inches of scarified and recompacted on-site soils. Sidewalks and curbs and gutters will need to be underlain by approved road base as per Hurricane City Standards.

Structural fill, including road base, should be compacted to a minimum of 95 percent of the maximum dry density as determined by ASTM D-1557.

5.5 CUT AND FILL SLOPES

It is anticipated that cuts up to 5 to 10 feet may be made into the hillside. It is recommended that permanent cut or fill slopes in on-site or imported soils be maintained at a slope of one vertical to two horizontal (1V:2H) or flatter unless structurally retained. Cinders and basalt cobbles should be maintained at a maximum slope of 1V:1H unless structurally retained. Slopes in competent basalt bedrock may be maintained at a slope of 4V:1H or flatter.

Grading of both cut and fill slopes should be such that surface water is directed away from the slopes and not concentrated on slopes or in unprotected channels. Construction procedures should ensure adequate compaction of slope faces. All excavations should conform to OSHA standards.

6.0 FOUNDATION & CONSTRUCTION CONSIDERATIONS

The following recommendations apply to conventional strip and spot footings. Footings should be established either directly on basalt bedrock or a minimum of 1-foot of structurally placed granular fill overlying caliche or bedrock. Foundations should not transition from bedrock to fill. Foundation excavations should be visually observed and tested by qualified personnel prior to placement of reinforcing steel or concrete. Additional foundation recommendations are subsequently presented.

DESCRIPTION	VALUE
Foundation Type	Continuous or spread footings
Bearing Material	Bedrock or 1 foot of structurally placed fill
Allowable Bearing Capacity	2,500 psf on structural fill 4,000 psf on basalt bedrock
Minimum embedment depth below finished grade	12 inches (for frost and confinement)
Minimum footing width	12 inches (continuous) for single-story 18-inches for two stories 24-inches (isolated spread)
Total estimated settlement	1-inch
Total differential settlement	less than 3/4 inch

The allowable bearing capacity is based upon dead load plus long-term live load. A one-third increase in allowable bearing capacity for short duration loads such as wind or seismic loads is permitted with the alternative load combinations given in Section 1605.3.2 of the IBC.

7.0 FLOOR SLABS

It is recommended that concrete floor slabs be constructed on a pad that has been prepared as previously indicated. A minimum of 4-inches of relatively free-draining material should be used beneath the slab in order to help distribute floor loads, break the rise of capillary water, and aid in the concrete curing process. Alternatively, 6 inches of road base may be used in place of the free draining-material.

Concrete slabs should be designed using rebar reinforcement and frequent crack control joints to help control normal shrinkage and stress cracking. Concrete placement and curing should meet ACI⁵ requirements including following hot or cold weather placement recommendations, when appropriate. If a moisture-sensitive floor covering will be installed, we recommend that a vapor barrier be installed beneath the concrete slab. The moisture sensitivity of floor finishes, anticipated project conditions, and the potential effects of slab curling and cracking should be considered in determining if the barrier should be placed directly beneath the slab or beneath the free-draining gravel (see ACI 302.IR-96 for more information regarding vapor barrier location). If the vapor barrier is installed directly beneath the slab, measures should be taken to minimize excessive slab curl such as reduced joint spacing and use of a low shrinkage (low water-cement ratio) mix.

8.0 LATERAL EARTH PRESSURES

Lateral loads imposed on footings may be resisted by the development of passive earth pressures against the sides of footings and friction between the base of the footing and the supporting soils. Lateral earth pressure values are presented in the following table.

Case Evaluated	Soil Type	Value
Active	On-site Soils	37 psf/ft
		57 psf/ft (with seismic)
At-Rest	On-site Soils	57 psf/ft
Passive	On-site Soils	460 psf/ft
		395 psf/ft (with seismic)
Coefficient of friction $\tan(\phi*0.6)$ where $\phi = 34^\circ$	On-site Soils	0.37

The lateral earth pressures presented do not include any safety factors except where the friction angle (ϕ) used to determine the coefficient of friction has been multiplied by 0.6 to account for smooth contact conditions. The pressures also assume horizontal backfill and that the backfill is in a drained condition with no build-up of hydrostatic pressure. The additional effects of sloping backfill, surcharge, structural loads and groundwater conditions should be included in calculating lateral earth pressures. Backfill should be placed in accordance with the requirements of structural

⁵

American Concrete Institute

fill except that backfill in landscape and areas that will not be subject to structural loadings may be reduced to 90% of the maximum dry density as determined by ASTM D-1557.

9.0 MOISTURE CONTROL

This soils report provides recommendations for site preparation and foundation design. Inadequate surface drainage or failure to control moisture will likely result in excessive differential movement and structural damage. The following moisture control measures are highly recommended:

1. The ground surface should be graded to drain surface water away from the building in all directions. A minimum grade of 5% in the first 10 feet is recommended. Impervious surfaces such as concrete walkways or asphalt pavement adjacent to the structure are effective in reducing the potential for water migration beneath foundations and slabs and should be considered in design. Impervious surfaces such as concrete within 10 feet of the building foundation should be sloped a minimum of 2% away from the building.
2. Roof runoff should be collected, and downspouts should be designed to discharge collected water a minimum of 10 feet beyond the building footprint.
3. Grass should not be placed within 10 feet of the foundation. Large areas of grass are discouraged. Grass, if planted, should have a minimum slope of 5% away from the foundation.
4. Xeriscape (landscaping that eliminates the need for supplemental irrigation of plants) is recommended within 10 feet of the building foundation. Bubblers, although more efficient than sprinkler irrigation, still have a significant potential of introducing excessive water into the ground and saturating foundation soils. Bubblers are not recommended in the 10 feet buffer zone area. As an alternative, sealed bottom planter boxes may be used.
5. Inadequate compaction of utility trench backfill provides a conduit for water migration. All utility trenches within the building footprint and extending 5 feet beyond the footprint should be backfilled with structural fill similar to that approved for the foundations. Backfill adjacent to structures should be compacted to at least 90 percent of the maximum dry density as determined by ASTM D-1557 and the minimum slope requirements should be followed. Backfill beneath structures and the garage slab should be compacted to at least 95% of the maximum dry density.
6. Grading should be such that surface water is directed away from all cut and fill slopes and collected only in channels protected against erosion. Water should not be allowed to pond on-site.

It should be emphasized that final grading and landscaping generally occurs after construction of the structures and observation of these features is outside of normal geotechnical inspection and observation. The owner/contractor is responsible to ensure that these surface drainage and moisture control recommendations are followed throughout the life of the structures.

10.0 PAVEMENT DESIGN RECOMMENDATIONS

Design of the pavement section is based on the procedures outlined in the 1993 Guidelines for Design of Pavement Structures by the American Association of State Highway and Transportation Officials (AASHTO). A traffic index of 5.5 was used for design for the residential streets based of City of Hurricane Standards for Design and Construction. Any roadway removed along 650 South during construction of the proposed development should be replaced to match the existing pavement thickness. Based on the soils encountered during our investigation a CBR value of 10 was used for design.

For pavement design, the following design parameters have been assumed:

- ▶ Pavement Design Life - 20 years
- ▶ Structural Layer Coefficients
 - Asphalt = 0.42
 - Type II = 0.12

Based on design parameters, the following pavement section is provided for the minor residential road.

Location	Asphalt Thickness (in.)	Base Course (in.)	Scarified and Compacted Subgrade (in.)
Residential Streets (T.I = 5.5)	2.5	6.0	8.0

Recompacted on-site soils should be compacted to a minimum of 95% of the maximum dry density as determined by ASTM D-1557 and base course soils should be compacted to a minimum of 95% of the maximum dry density (ASTM D-1557). Asphalt should be compacted to at least 96% of the Marshall maximum density. Asphaltic concrete and base should be approved prior to site delivery and tested during placement for conformance with project specifications.

11.0 SOIL CORROSIVITY

A water-soluble sulfates test was performed on the sample from test pit TP-1 at the ground surface. The sample was shown to have a soluble sulfate content of 0.45 percent, classifying the sample as having a “severe” corrosive potential. Therefore, we recommend that concrete mixes used on the project be designed in accordance with ACI 318 for Sulfate Exposure S2. We recommend that buried pipes be plastic (PVC or HDPE) instead of metal, where possible.

12.0 FOUNDATION REVIEW AND TESTING

This report has been prepared to assist in project design and construction. Variations from the conditions portrayed in the exploratory investigations may occur which are sometimes sufficient to require modifications to the design. In order to incorporate recommendations provided into

actual field conditions and to confirm that the project specifications are implemented, we recommend that observation and testing be performed during construction to monitor over-excavation, grading, and preparation of soils upon which foundations elements or structural loads may be established.

13.0 LIMITATIONS

The exploratory data presented in this report were collected to provide geotechnical design recommendations for this project and subsurface site descriptions represent conditions observed at the time and at the locations explored. The investigation may not be indicative of subsurface conditions beyond the investigation locations and conditions may change with passage of time. If subsurface conditions are encountered that are significantly different than those reported herein, Landmark should be contacted immediately for the continued applicability of the recommendations. In the event changes to the project are made that differ from those presented in this report, Landmark should be made aware of the changes. Landmark will provide written verification that the recommendations and conclusions remain valid or that modifications are required.

This report has been prepared to assist in project design and construction. We respectfully request the opportunity to review the final design drawings and specifications in order to determine whether the assumptions and recommendations presented herein are applicable to the anticipated designs.

This report is not intended to be used as a bid document. Any information concerning the environmental conditions of the site is beyond the scope of this geotechnical study. This geotechnical report has been prepared to meet the specific needs of our client and may not be appropriate to satisfy the needs of other users.

Site conditions and standards of practice change, therefore, we should be notified to review and update the report and its recommendations if construction is not commenced within 3 years of the date it was issued.

LANDMARK TESTING & ENGINEERING

Kent Nelson, P.E.
Project Engineer



Reviewed by:



Chad Hardman, P.E.
Project Engineer

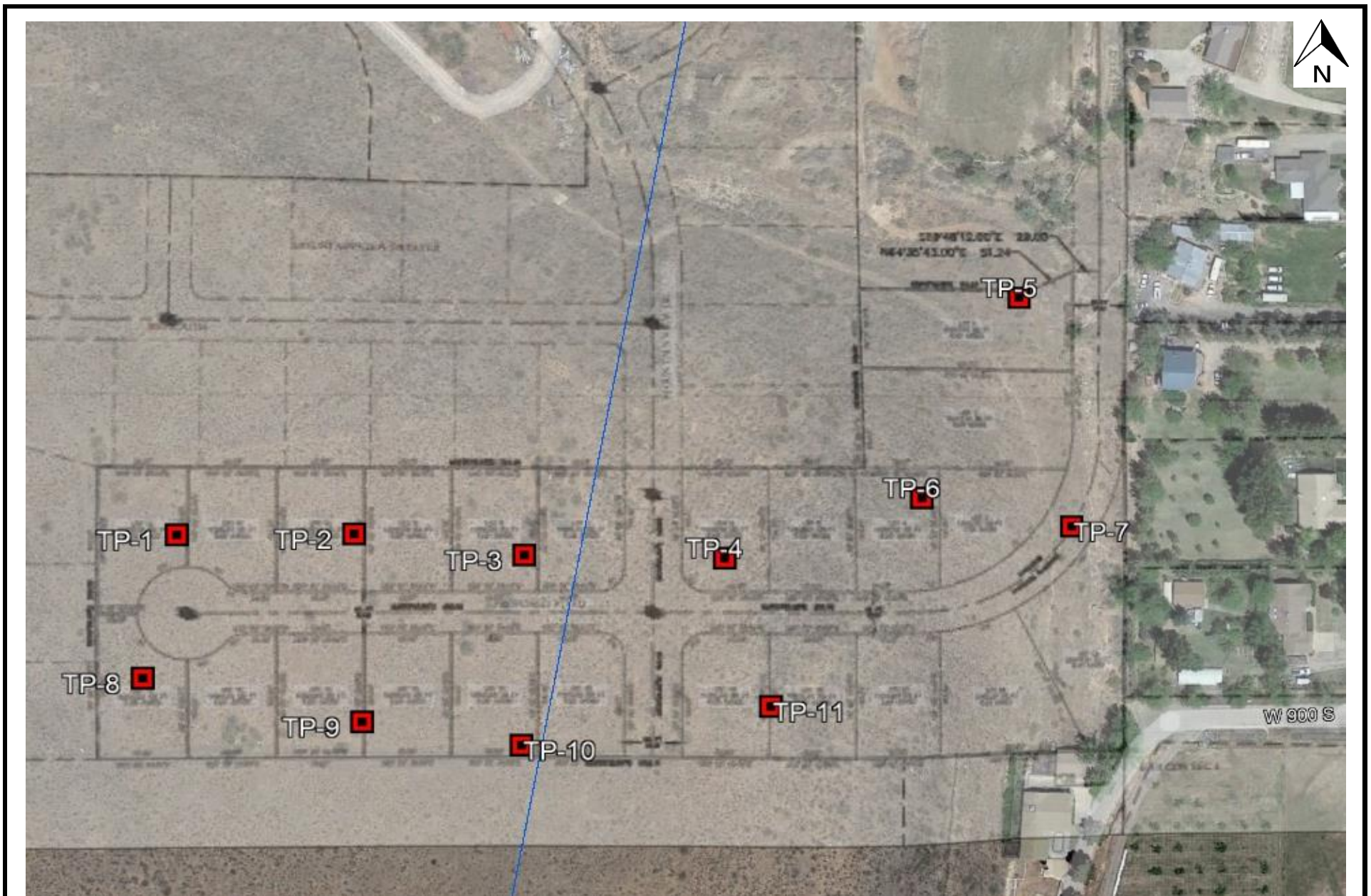
Appendix A

Field Data



VICINITY MAP
PROJECT NUMBER 230367

Figure 1



SITE MAP
PROJECT NUMBER 230367

Figure 2

TEST PIT NUMBER TP-1

DATE STARTED 6/20/23 **COMPLETED** 6/20/23 **EXCAVATION COMPANY** Client **ELEVATION** _____
LOGGED BY Greg Kaiser **CHECKED BY** Kent Nelson **EXCAVATION METHOD** John Deere 310 SG
NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0		1	SILTY SAND with GRAVEL(SM), loose to medium dense, dry to slightly moist, fine to medium grained, fine roots, abundant basalt cobbles and boulders, brown								Soluble Sulfate = 0.45%

Refusal at 1.5 feet in basalt
 Bottom of test pit at 1.5 feet.

TEST PIT NUMBER TP-2

DATE STARTED 6/20/23 **COMPLETED** 6/20/23 **EXCAVATION COMPANY** Client **ELEVATION** _____
LOGGED BY Greg Kaiser **CHECKED BY** Kent Nelson **EXCAVATION METHOD** John Deere 310 SG
NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0		1	SILTY SAND with GRAVEL (SM), loose to medium dense, dry to slightly moist, fine to medium grained, fine roots, abundant cobbles and boulders, brown		1.6			26	36	38	

Refusal at 2 feet in basalt
 Bottom of test pit at 2.0 feet.



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PROJECT NAME Kolob Views Subdivision
CLIENT Interstate Rock Products
PROJECT NUMBER 230367
PROJECT LOCATION Hurricane, Utah

Figure No. A-3

TEST PIT NUMBER TP-3

DATE STARTED 6/20/23 COMPLETED 6/20/23 EXCAVATION COMPANY Client ELEVATION _____
 LOGGED BY Greg Kaiser CHECKED BY Kent Nelson EXCAVATION METHOD John Deere 310 SG
 NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0											

SILTY SAND with GRAVEL (SM), loose to medium dense, dry to slightly moist, fine to medium grained, fine roots, abundant basalt cobbles and boulders, brown

Refusal at 1.5 feet in basalt
 Bottom of test pit at 1.5 feet.

TEST PIT NUMBER TP-4

DATE STARTED 6/20/23 COMPLETED 6/20/23 EXCAVATION COMPANY Client ELEVATION _____
 LOGGED BY Greg Kaiser CHECKED BY Kent Nelson EXCAVATION METHOD John Deere 310 SG
 NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0											

CLAYEY GRAVEL with SAND (GC), loose to medium dense, dry to slightly moist, fine to medium grained, fine roots, abundant basalt cobbles and boulders, brown

Refusal at 2 feet in well cemented caliche
 Bottom of test pit at 2.0 feet.



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PROJECT NAME Kolob Views Subdivision
 CLIENT Interstate Rock Products
 PROJECT NUMBER 230367
 PROJECT LOCATION Hurricane, Utah

Figure No. A-4

TEST PIT NUMBER TP-5

DATE STARTED 6/20/23 **COMPLETED** 6/20/23 **EXCAVATION COMPANY** Client **ELEVATION** _____
LOGGED BY Greg Kaiser **CHECKED BY** Kent Nelson **EXCAVATION METHOD** John Deere 310 SG
NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0											
		1	SILTY SAND with GRAVEL (SM), loose to medium dense, dry to slightly moist, fine to medium grained, fine roots, abundant basalt cobbles and boulders, brown								
		2									
		3			7.1			18	47	35	

Refusal at 4 feet in caliche
 Bottom of test pit at 4.0 feet.

TEST PIT NUMBER TP-6

DATE STARTED 6/20/23 **COMPLETED** 6/20/23 **EXCAVATION COMPANY** Client **ELEVATION** _____
LOGGED BY Greg Kaiser **CHECKED BY** Kent Nelson **EXCAVATION METHOD** John Deere 310 SG
NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0											
			SILTY SAND with GRAVEL (SM), loose to medium dense, dry to slightly moist, fine to medium grained, fine roots, abundant basalt cobbles and boulders, brown								

Refusal at 0.5 feet in basalt
 Bottom of test pit at 0.5 feet.



Landmark Testing & Engineering
 795 East Factory Drive
 St. George, UT 84790
 Telephone: 435-986-0566
 Fax: 435-986-0568

PROJECT NAME Kolob Views Subdivision
CLIENT Interstate Rock Products
PROJECT NUMBER 230367
PROJECT LOCATION Hurricane, Utah

Figure No. A-5

TEST PIT NUMBER TP-7

DATE STARTED 6/20/23 **COMPLETED** 6/20/23 **EXCAVATION COMPANY** Client **ELEVATION** _____
LOGGED BY Greg Kaiser **CHECKED BY** Kent Nelson **EXCAVATION METHOD** John Deere 310 SG
NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0			SILTY SAND with GRAVEL (SM), loose to medium dense, dry to slightly moist, fine to medium grained, fine roots, abundant basalt cobbles and boulders, brown								
			Refusal at 1 feet in basalt Bottom of test pit at 1.0 feet.								

TEST PIT NUMBER TP-8

DATE STARTED 6/20/23 **COMPLETED** 6/20/23 **EXCAVATION COMPANY** Client **ELEVATION** _____
LOGGED BY Greg Kaiser **CHECKED BY** Kent Nelson **EXCAVATION METHOD** John Deere 310 SG
NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0			SILTY SAND with GRAVEL (SM), loose to medium dense, dry to slightly moist, fine to medium grained, fine roots, abundant basalt cobbles and boulders, brown								
			Refusal at 2 feet in basalt Bottom of test pit at 2.0 feet.								



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PROJECT NAME Kolob Views Subdivision
CLIENT Interstate Rock Products
PROJECT NUMBER 230367
PROJECT LOCATION Hurricane, Utah

Figure No. A-6

TEST PIT NUMBER TP-9

DATE STARTED 6/20/23 COMPLETED 6/20/23 EXCAVATION COMPANY Client ELEVATION _____
 LOGGED BY Greg Kaiser CHECKED BY Kent Nelson EXCAVATION METHOD John Deere 310 SG
 NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0											
		1	CLAYEY GRAVEL with SAND (GC), loose to medium dense, dry to slightly moist, fine to medium grained, fine roots, abundant basalt cobbles and boulders, brown		4.5	24	8	57	28	15	
		2									

Refusal at 3 feet in caliche
 Bottom of test pit at 3.0 feet.

TEST PIT NUMBER TP-10

DATE STARTED 6/20/23 COMPLETED 6/20/23 EXCAVATION COMPANY Client ELEVATION _____
 LOGGED BY Greg Kaiser CHECKED BY Kent Nelson EXCAVATION METHOD John Deere 310 SG
 NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0											
		1	SILTY SAND with GRAVEL (SM), loose to medium dense, dry to slightly moist, fine to medium grained, fine roots, abundant basalt cobbles and boulders, brown		2.5			14	47	39	
		2									
			CLAYEY GRAVEL with SAND (GC), medium dense to dense, slightly moist, brown		8.2			57	28	15	

Refusal at 3.5 feet in caliche
 Bottom of test pit at 3.5 feet.



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PROJECT NAME Kolob Views Subdivision
 CLIENT Interstate Rock Products
 PROJECT NUMBER 230367
 PROJECT LOCATION Hurricane, Utah

Figure No. A-7

TEST PIT NUMBER TP-11

DATE STARTED 6/20/23 **COMPLETED** 6/20/23 **EXCAVATION COMPANY** Client **ELEVATION** _____
LOGGED BY Greg Kaiser **CHECKED BY** Kent Nelson **EXCAVATION METHOD** John Deere 310 SG
NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0											

LANDMARK 2 TEST PITS - LANDMARK NEW.GDT - 8/3/23 07:14 - P:\PROJECTS\23 PROJECTS\230367\GEO\TECH\REPORT\LOGS.GPJ



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 Fax: 435-986-0568

PROJECT NAME Kolob Views Subdivision
CLIENT Interstate Rock Products
PROJECT NUMBER 230367
PROJECT LOCATION Hurricane, Utah

Figure No. A-8

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS

SYMBOLS

TYPICAL NAMES

COARSE-GRAINED SOILS
(More than 50% of soil
Retained on
No. 200 sieve size)

GRAVELS
More than 1/2 of
coarse fraction
> No. 4 sieve size



GW

Well graded gravels or gravel-sand mixtures little or no fines.



GP

Poorly graded gravels or gravel-sand mixtures little or no fines.



GM

Silty gravels, gravel-sand-silt mixtures



GC

Clayey gravels, gravel-sand-clay mixtures

SANDS
More than 1/2 of
coarse fraction
< No. 4 sieve size



SW

Well graded sands or gravelly sand mixtures little or no fines.



SP

Poorly graded sands or gravelly sand mixtures little or no fines.



SM

Silty sands, sand-silt mixtures

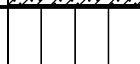


SC

Clayey sands, sand-clay mixtures

FINE-GRAINED SOILS
(Less than 50% of soil
Retained on
No. 200 sieve size)

**SILTS
&
CLAYS**
Liquid Limit
< 50



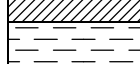
ML

Inorganic silts and very fine sands, rock flour, silty fine sands or clayey silts with slight plasticity



CL

Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.



OL

Organic silts and organic silty clays of low plasticity

**SILTS
&
CLAYS**
Liquid Limit
> 50



MH

Inorganic silts, micaceous or diatomaceous fine sand or silty soils, elastic silts



CH

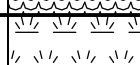
Inorganic clays of high plasticity, fat clays



OH

Organic clays of medium to high plasticity, organic silty clays, organic silts

HIGHLY ORGANIC SOILS



PT

Peat and other highly organic soils

GRAIN SIZE CHART

SAMPLES

PLASTICITY CURVE

CLASSIFICATION	Range of Grain Size	
	U.S. Standard Sieve Size	Grain Size in Millimeters
BOULDERS	Above 12"	Above 305
COBBLES	12" to 3"	305 to 76.2
GRAVEL	3" to No. 4	76.2 to 4.76
	Coarse 3" to 3/4"	76.2 to 19.1
	Fine 3/4" to No. 4	19.1 to 4.76
SAND	No. 4 to No. 200	4.76 to 0.074
	Coarse No. 4 to No. 10	4.76 to 2.00
	Medium No. 10 to No. 40	2.00 to 0.42
	Fine No. 40 to No. 200	0.420 to 0.074
SILT & CLAY	Below No. 200	Below 0.074



Relatively
Undisturbed Sample

Block Sample

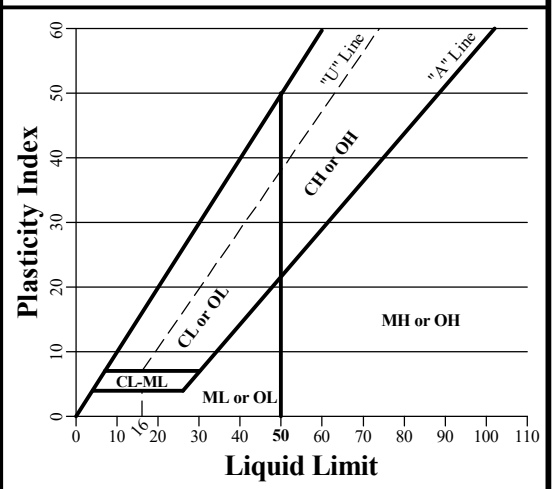
Bag Sample

Auger Cuttings

Bucket Sample

Core

No Recovery



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St. George, UT 84790
Telephone: 435-986-0566
Fax: 435-986-0568

PROJECT NAME Kolob Views Subdivision

CLIENT Interstate Rock Products

PROJECT NUMBER 230367

PROJECT LOCATION Hurricane, Utah

Figure No. A-9

Appendix B

Laboratory Data



7/28/2023

Project #: 230367

Location: Hurricane, Utah

[illegible]

TABLE B-1



WATER-SOLUBLE SULFATE IN SOIL

Client: Interstate Rock Products
42 South 850 West Suite 201
Hurricane, UT 84737

Date of Report: 7/6/2023

Reviewed By: Z. Girsberger

Lab#: 23SG3545

Project: Kolob Views Subdivision

Project #: 230367

Location: Hurricane

Sampled By: G. Kaiser

Date: 6/20/2023

Type of Sample: Brown Silty Sand

Tested By: A. Pay

Date: 7/6/2023

Location of Sample: Test Pit 1 at 0'

Authorized By: Client

Date: 6/20/2023

Test	Result %	Exposure Class	Test Standard
Percent Water-Soluble Sulfate in Soil	0.45	S2	ASTM C1580



SOIL CLASSIFICATION REPORT

Client: Interstate Rock Products
42 South 850 West Suite 201
Hurricane, UT 84737

Date of Report: 7/5/2023

Reviewed By: Z. Girsberger

Lab#: 23SG3546

Project: Kolob Views Subdivision

Project #: 230367

Location: Hurricane

Sampled By: G. Kaiser

Date: 6/20/2023

Type of Sample: Brown Silty Sand with Gravel

Tested By: K. Pack

Date: 7/5/2023

Location of Sample: Test Pit 2 at 0.0'

Authorized By: Client

Date: 6/20/2023

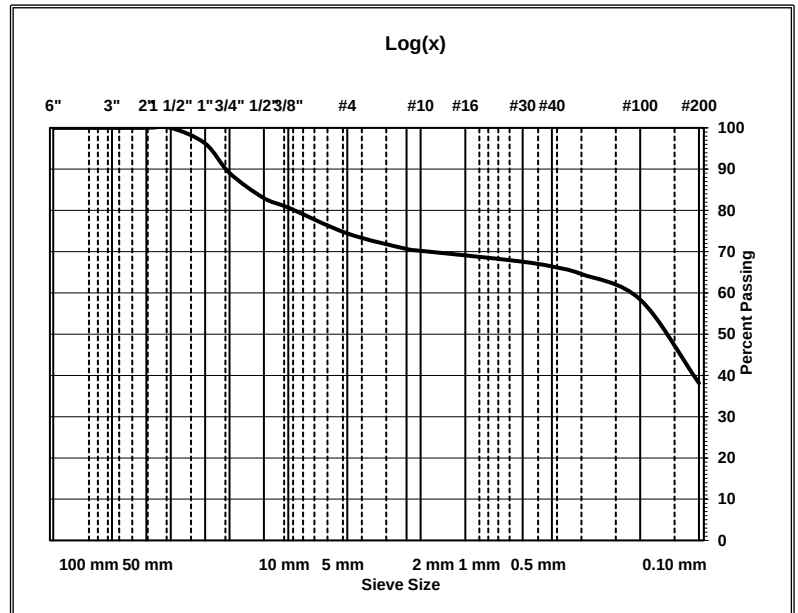
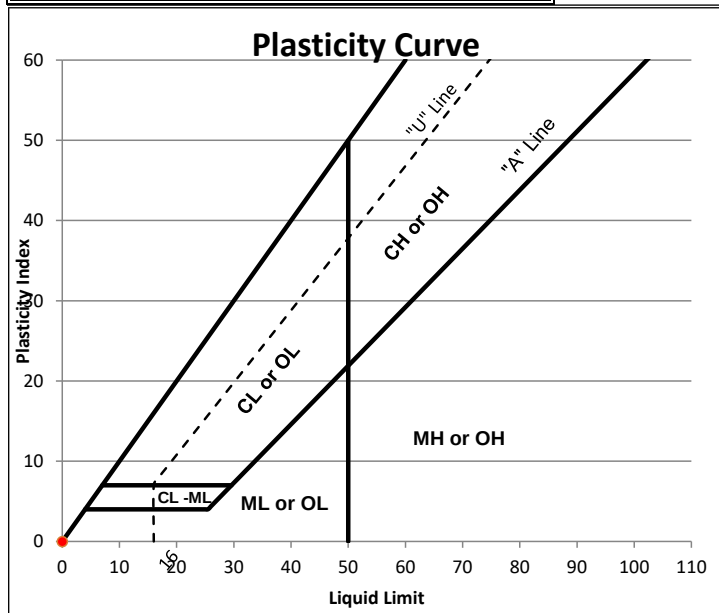
Sieve Analysis , ASTM C136 and C117

Sieve Size	% Passing Cumulative	Specification
150 mm 6"		
75 mm 3"		
50 mm 2"		
37.5 mm 1-1/2"	100	
25 mm 1"	96	
19 mm 3/4"	89	
12.5 mm 1/2"	83	
9.5 mm 3/8"	81	
4.75 mm #4	74	
2.00 mm #10	70	
1.18 mm #16	69	
425 µm #40	66	
300 µm #50	65	
75 µm #200	38.1	

Test	Result	Specification	Test Standard
Natural Moisture Content, %	1.6		ASTM D 2216
Liquid Limit			ASTM D 4318
Plasticity Index			ASTM D 4318
Unified Classification System	SM		ASTM D 2487
AASHTO Classification System	A-4(0)		AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	26.0	35.9	38.1

Diameter D ₆₀	Diameter D ₃₀	Diameter D ₁₀	Coefficient of Uniformity, C _u	Coefficient of Concavity, C _c





SOIL CLASSIFICATION REPORT

Client: Interstate Rock Products
42 South 850 West Suite 201
Hurricane, UT 84737

Date of Report: 6/23/2023

Reviewed By: Z. Girsberger

Lab#: 23SG3547

Project: Kolob Views Subdivision

Project #: 230367

Location: Hurricane

Sampled By: G. Kaiser

Date: 6/20/2023

Type of Sample: Brown Clayey Gravel with Sand

Tested By: A. Pay

Date: 6/22/2023

Location of Sample: Test Pit 4 at 1'

Authorized By: Client

Date: 6/20/2023

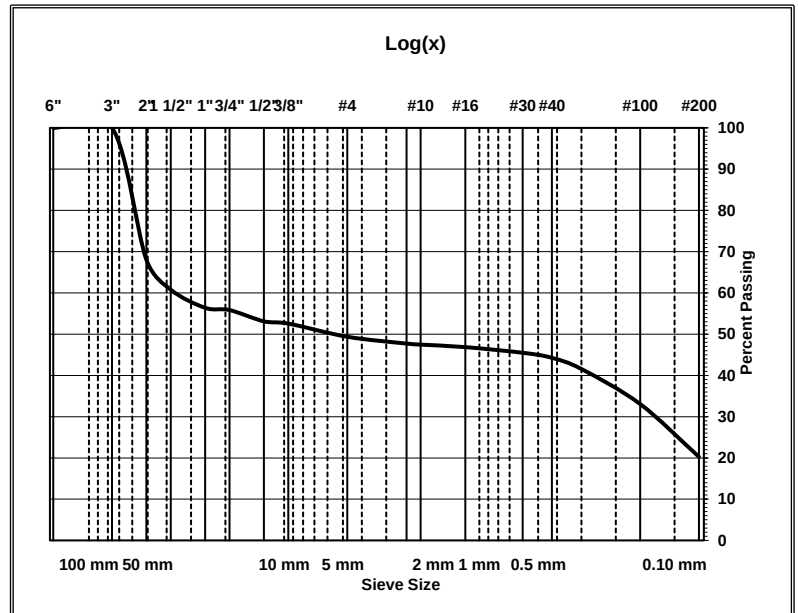
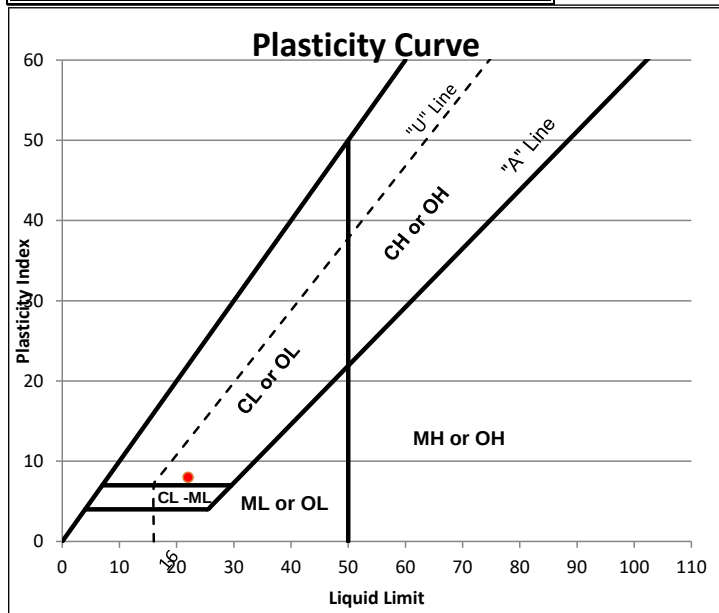
Sieve Analysis , ASTM C136 and C117

Sieve Size	% Passing Cumulative	Specification
150 mm 6"		
75 mm 3"	100	
50 mm 2"	68	
37.5 mm 1-1/2"	61	
25 mm 1"	56	
19 mm 3/4"	56	
12.5 mm 1/2"	53	
9.5 mm 3/8"	53	
4.75 mm #4	49	
2.00 mm #10	47	
1.18 mm #16	47	
425 µm #40	44	
300 µm #50	42	
75 µm #200	20.3	

Test	Result	Specification	Test Standard
Natural Moisture Content, %	3.6		ASTM D 2216
Liquid Limit	22		ASTM D 4318
Plasticity Index	8		ASTM D 4318
Unified Classification System	GC		ASTM D 2487
AASHTO Classification System	A-2-4(0)		AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	51.0	28.7	20.3

Diameter D ₆₀	Diameter D ₃₀	Diameter D ₁₀	Coefficient of Uniformity, C _u	Coefficient of Concavity, C _c





SOIL CLASSIFICATION REPORT

Client: Interstate Rock Products
42 South 850 West Suite 201
Hurricane, UT 84737

Date of Report: 6/26/2023

Reviewed By: Z. Girsberger

Lab#: 23SG3548

Project: Kolob Views Subdivision

Project #: 230367

Location: Hurricane

Sampled By: G. Kaiser

Date: 6/20/2023

Type of Sample: Brown Silty Sand with Gravel

Tested By: P. Twitchell

Date: 6/26/2023

Location of Sample: Test Pit 5 at 3.5'

Authorized By: Client

Date: 6/20/2023

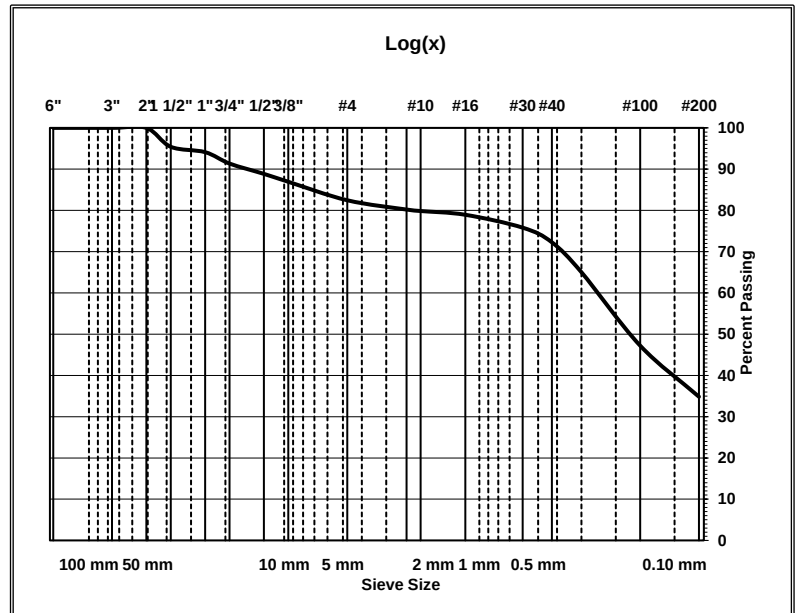
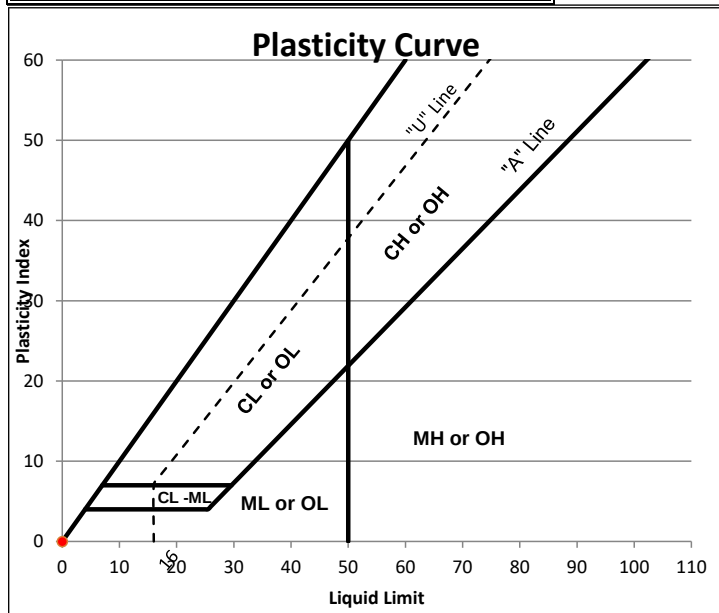
Sieve Analysis, ASTM C136 and C117

Sieve Size	% Passing Cumulative	Specification
150 mm 6"		
75 mm 3"		
50 mm 2"	100	
37.5 mm 1-1/2"	95	
25 mm 1"	94	
19 mm 3/4"	91	
12.5 mm 1/2"	89	
9.5 mm 3/8"	87	
4.75 mm #4	82	
2.00 mm #10	80	
1.18 mm #16	79	
425 µm #40	72	
300 µm #50	65	
75 µm #200	34.8	

Test	Result	Specification	Test Standard
Natural Moisture Content, %	7.1		ASTM D 2216
Liquid Limit			ASTM D 4318
Plasticity Index			ASTM D 4318
Unified Classification System	SM		ASTM D 2487
AASHTO Classification System	A-2-4(0)		AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	18.0	47.2	34.8

Diameter D ₆₀	Diameter D ₃₀	Diameter D ₁₀	Coefficient of Uniformity, C _u	Coefficient of Concavity, C _c





SOIL CLASSIFICATION REPORT

Client: Interstate Rock Products
42 South 850 West Suite 201
Hurricane, UT 84737

Date of Report: 6/23/2023

Reviewed By: Z. Girsberger

Lab#: 23SG3549

Project: Kolob Views Subdivision

Project #: 230367

Location: Hurricane

Sampled By: G. Kaiser

Date: 6/20/2023

Type of Sample: Brown Clayey Gravel with Sand

Tested By: A. Pay

Date: 6/22/2023

Location of Sample: Test Pit 9 at 1.5'

Authorized By: Client

Date: 6/20/2023

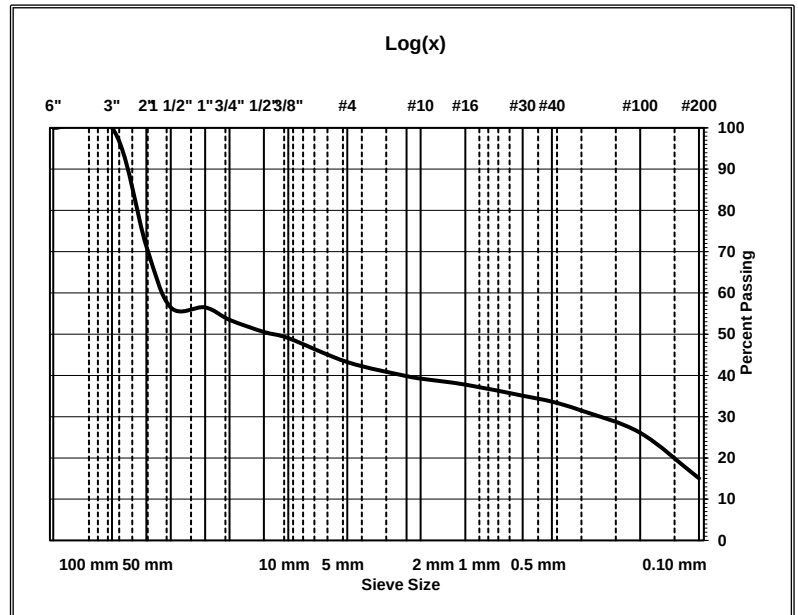
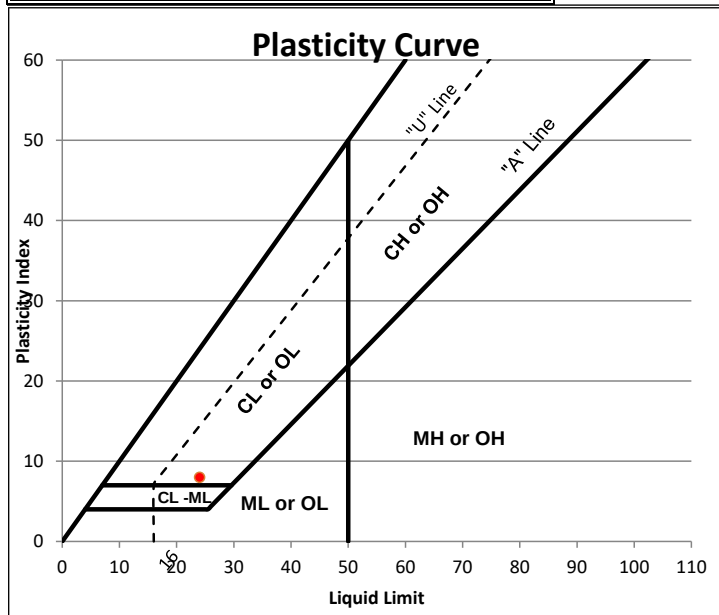
Sieve Analysis , ASTM C136 and C117

Sieve Size	% Passing Cumulative	Specification
150 mm 6"		
75 mm 3"	100	
50 mm 2"	71	
37.5 mm 1-1/2"	56	
25 mm 1"	56	
19 mm 3/4"	53	
12.5 mm 1/2"	51	
9.5 mm 3/8"	49	
4.75 mm #4	43	
2.00 mm #10	39	
1.18 mm #16	38	
425 µm #40	34	
300 µm #50	31	
75 µm #200	15.1	

Test	Result	Specification	Test Standard
Natural Moisture Content, %	4.5		ASTM D 2216
Liquid Limit	24		ASTM D 4318
Plasticity Index	8		ASTM D 4318
Unified Classification System	GC		ASTM D 2487
AASHTO Classification System	A-2-4(0)		AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	57.0	27.9	15.1

Diameter D ₆₀	Diameter D ₃₀	Diameter D ₁₀	Coefficient of Uniformity, C _u	Coefficient of Concavity, C _c





SOIL CLASSIFICATION REPORT

Client: Interstate Rock Products
42 South 850 West Suite 201
Hurricane, UT 84737

Date of Report: 6/26/2023

Reviewed By: Z. Girsberger

Lab#: 23SG3550

Project: Kolob Views Subdivision

Project #: 230367

Location: Hurricane

Sampled By: G. Kaiser

Date: 6/20/2023

Type of Sample: Brown Silty Sand

Tested By: P. Twitchell

Date: 6/26/2023

Location of Sample: Test Pit 10 at 2'

Authorized By: Client

Date: 6/20/2023

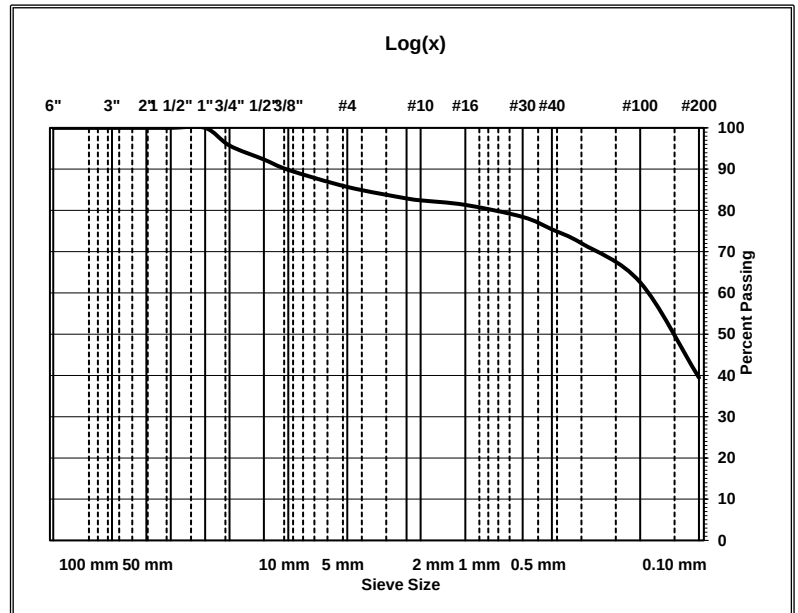
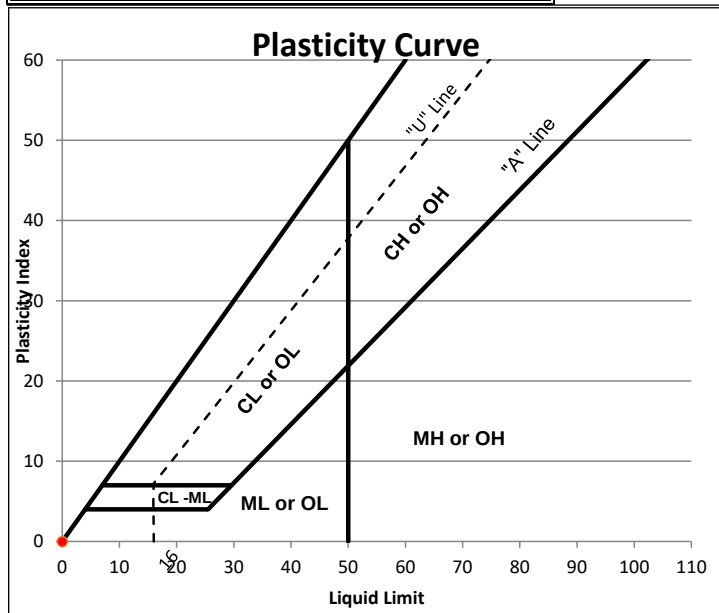
Sieve Analysis, ASTM C136 and C117

Sieve Size	% Passing Cumulative	Specification
150 mm 6"		
75 mm 3"		
50 mm 2"		
37.5 mm 1-1/2"		
25 mm 1"	100	
19 mm 3/4"	96	
12.5 mm 1/2"	92	
9.5 mm 3/8"	90	
4.75 mm #4	86	
2.00 mm #10	82	
1.18 mm #16	81	
425 µm #40	75	
300 µm #50	72	
75 µm #200	39.5	

Test	Result	Specification	Test Standard
Natural Moisture Content, %	2.5		ASTM D 2216
Liquid Limit			ASTM D 4318
Plasticity Index			ASTM D 4318
Unified Classification System	SM		ASTM D 2487
AASHTO Classification System	A-4(0)		AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	14.0	46.5	39.5

Diameter D ₆₀	Diameter D ₃₀	Diameter D ₁₀	Coefficient of Uniformity, C _u	Coefficient of Concavity, C _c





SOIL CLASSIFICATION REPORT

Client: Interstate Rock Products
42 South 850 West Suite 201
Hurricane, UT 84737

Date of Report: 6/30/2023

Reviewed By: Z. Girsberger

Lab#: 23SG3551

Project: Kolob Views Subdivision

Project #: 230367

Location: Hurricane

Sampled By: G. Kaiser

Date: 6/20/2023

Type of Sample: Brown Silty Gravel with Sand

Tested By: K. Pack

Date: 6/29/2023

Location of Sample: Test Pit 10 at 3'

Authorized By: Client

Date: 6/20/2023

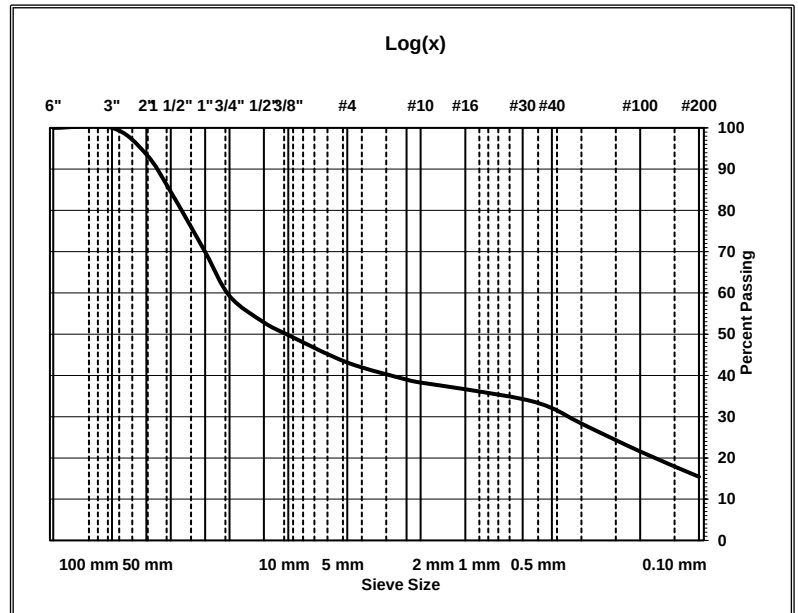
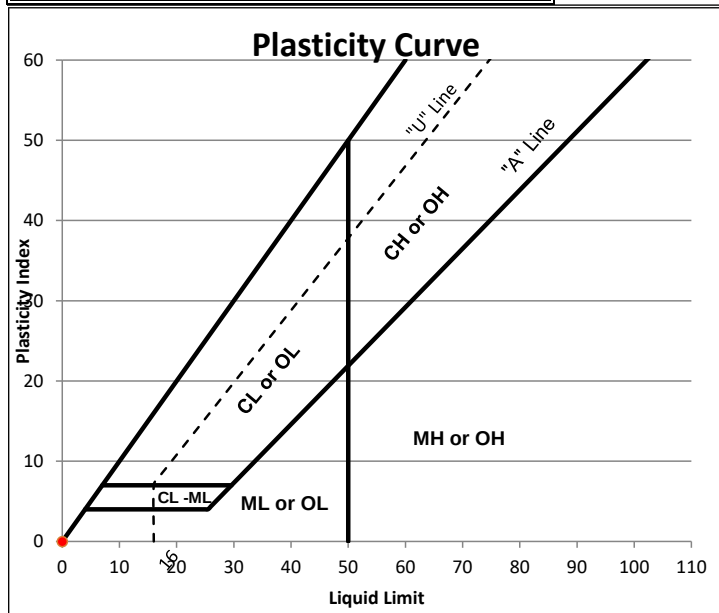
Sieve Analysis, ASTM C136 and C117

Sieve Size	% Passing Cumulative	Specification
150 mm 6"		
75 mm 3"	100	
50 mm 2"	94	
37.5 mm 1-1/2"	85	
25 mm 1"	70	
19 mm 3/4"	59	
12.5 mm 1/2"	53	
9.5 mm 3/8"	50	
4.75 mm #4	43	
2.00 mm #10	38	
1.18 mm #16	37	
425 µm #40	32	
300 µm #50	28	
75 µm #200	15.4	

Test	Result	Specification	Test Standard
Natural Moisture Content, %	8.2		ASTM D 2216
Liquid Limit			ASTM D 4318
Plasticity Index			ASTM D 4318
Unified Classification System	GM		ASTM D 2487
AASHTO Classification System	A-1-b		AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	57.0	27.6	15.4

Diameter D ₆₀	Diameter D ₃₀	Diameter D ₁₀	Coefficient of Uniformity, C _u	Coefficient of Concavity, C _c

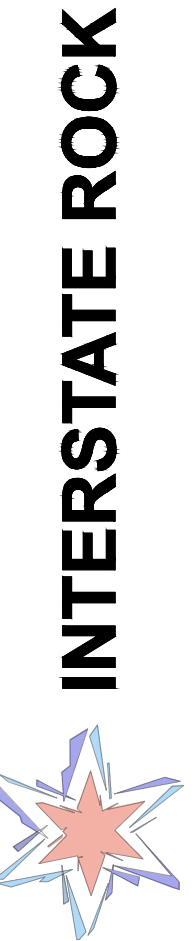


OWNER/APPLICANT:
THE OWNER FOR THIS PROJECT IS:
MARIANA STEWART
CONTACT: MARIANA STEWART
132 N TOQUER BLVD, TOQUERVILLE, UT, 84774
(772) 224-1212(CELL)
PLANS PREPARED BY:
THE ENGINEER FOR THIS PROJECT IS:
INTERSTATE ROCK PRODUCTS
CONTACT: COLT STRATTON
42 SOUTH 850 WEST HURRICANE, UTAH 84737
(435)635-2628 (OFFICE)
GEOTECHNICAL ENGINEERING BY:
LANDMARK TESTING
PROJECT NO.: 230367
DATE: AUGUST 3, 2023

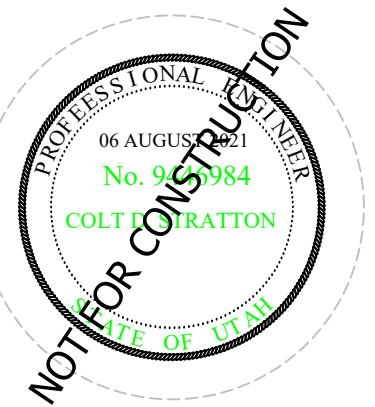
PROJECT LOCATION:
APPROX. ADDRESS:
PLAT: NORTHWEST 1/4 OF SECTION 2, S&B&M
ASSESSOR PARCEL: T-68-A-1 AND T-68-A-3 UTILITY
& ACCESS EASEMENT

LOCATED IN NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 13 WEST
SALT LAKE BASE AND MERIDIAN
HURRICANE, UTAH

APPROVALS		
ENTITY	SIGNATURES	DATE
PARKS		
STREETS		
POWER		
PHONE		
CABLE		
GAS		
FIRE		
WATER		
WCWCD		
GIS		
PLANNING		
CITY ENGINEER		
PUBLIC WORKS		



GENERAL BUILDING & ENGINEERING CONTRACTOR
42 SOUTH 850 WEST, HURRICANE, UT 84737
P:435.635.2628 | F:435.635.2177

DESIGNED BY IRP

DRAWN BY SZ

CHECKED BY KS

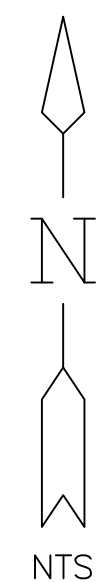
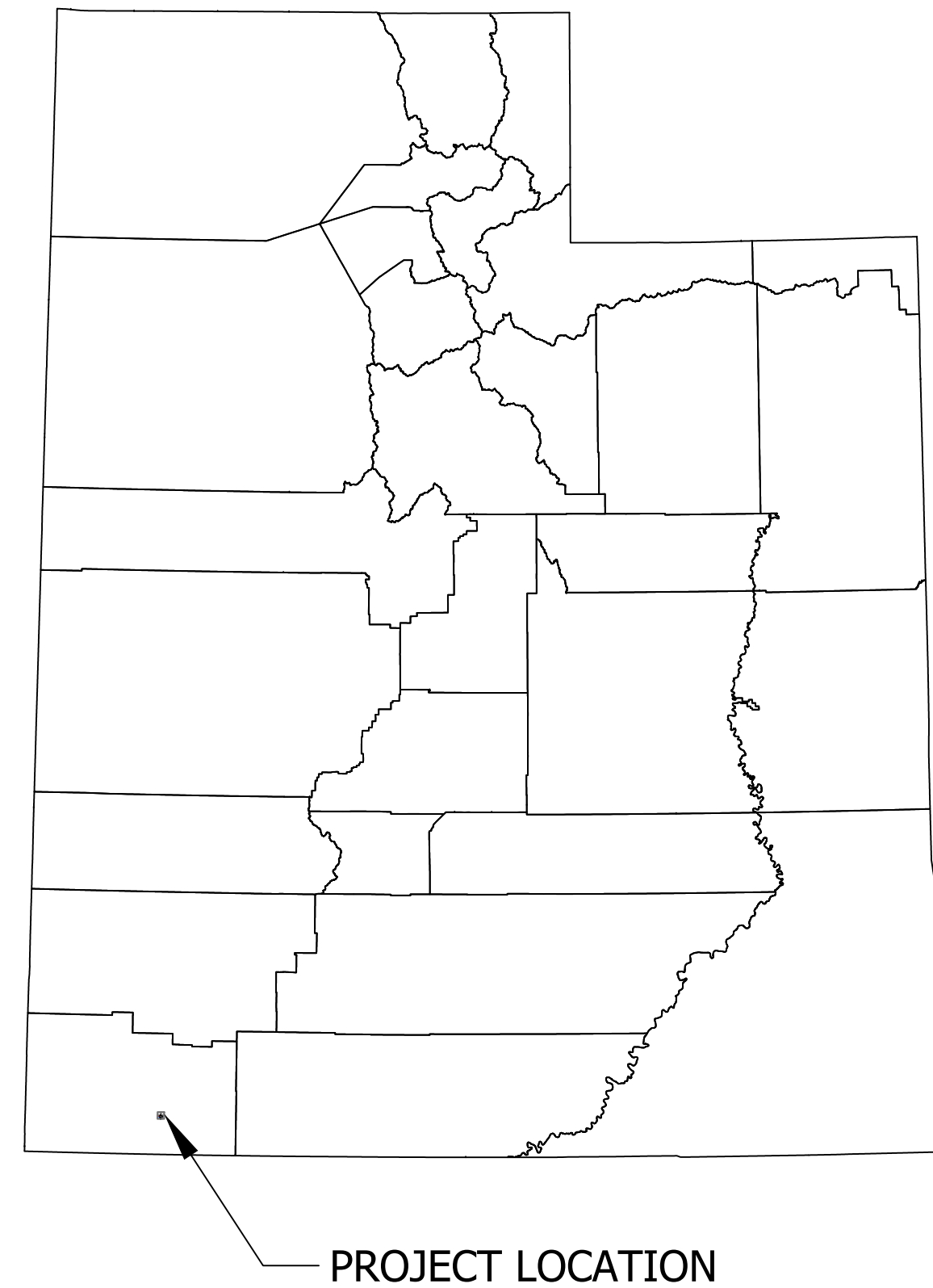
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11/08/2023

COJ. #
000-1468

GE #

Sheet List Table	
Sheet Number	Sheet Title
C-1.0	COVER SHEET
C-2.0	EXISTING CONDITIONS
C-4.0	Preliminary Plat
C-4.1	Phase Map
C-7.1	Sensitive Lands
PP-1	Plan & Profile 850 South
PP-2	Plan & Profile 1450 West
PP-3	Plan & Profile 1150 West
PP-3.1	Plan & Profile 1150 West
PP-3.2	Plan & Profile 1150 West



PROJECT LOCATION

FILE: V\1 - Engineering\1 - Projects\Interstate Rock Products\3000-1468 Kolob Views Subdivision\2 - Engineering\1 - Design\Existing Conditions.dwg TIME: 22 November 2023

EXISTING CONDITIONS:
KOLOB VIEWS SUBDIVISION

MOUNTAIN VIEW ESTATES
REFERENCE: APPROVED CONSTRUCTION DRAWINGS
GRADING PLAN, MOUNTAIN VIEW ESTATES FOR RAC, INC.,
ENGINEER: BROWN CONSULTING ENGINEERING
DATED: 5/2022

KOLOB VIEWS
SUBDIVISION

EXISTING IRRIGATION DITCH

EXISTING IRRIGATION BOX & OUTLET

EXISTING IRRIGATION BOX & OUTLET

H-3-2-4-129-A

H-3-2-4-131

H-3-2-4-128

H-3-2-4-1260

H-3-2-4-1260

H-3-2-3-4318

H-3-2-3-43171

H-3-2-3-4315

H-3-2-3-439

H-3-2-3-438

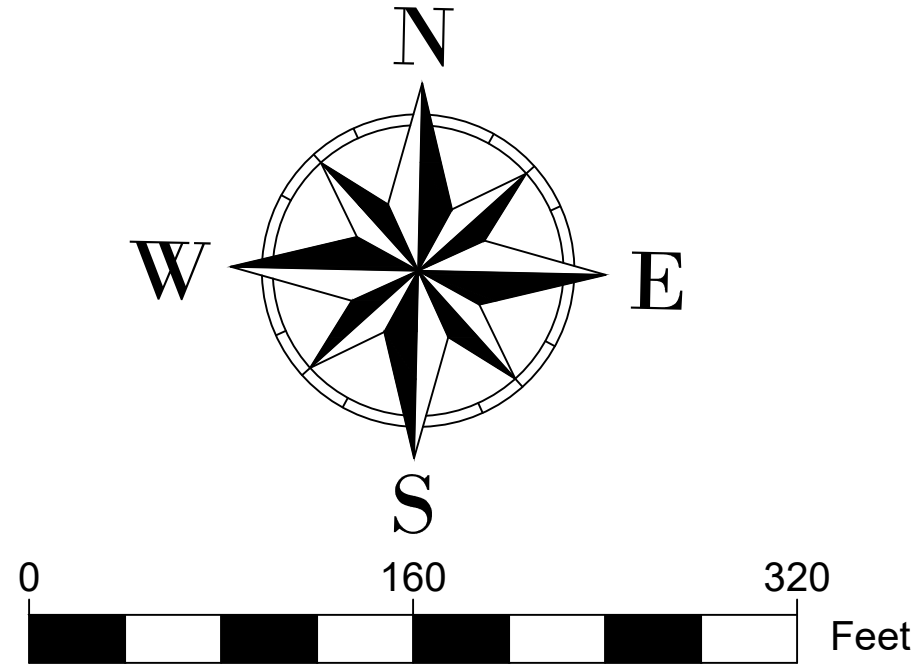
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H-3-2-3-441

H-3-2-3-440

H-3-2-3-345

H-3-2-4-125



LEGEND	
DEFINITION	EXISTING
HARDSCAPES/MISC.	
ASPHALT	
CONCRETE	
HISTORIC AREA / DND	
ADA RAMP	
WATERWAY	
30" CURB & GUTTER	
STREET LIGHT	
COMMUNICATION BOX & PEDISTAL	
POWER VAULT & TRANSFORMER	

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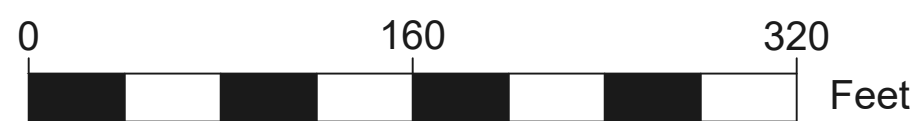
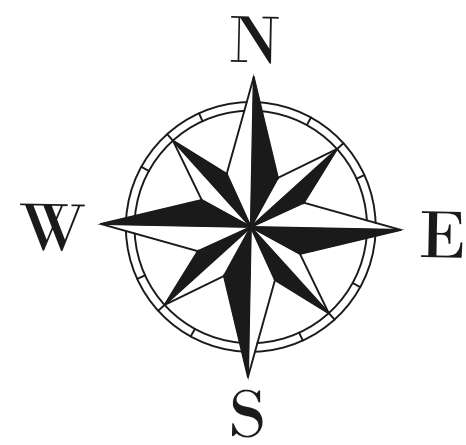
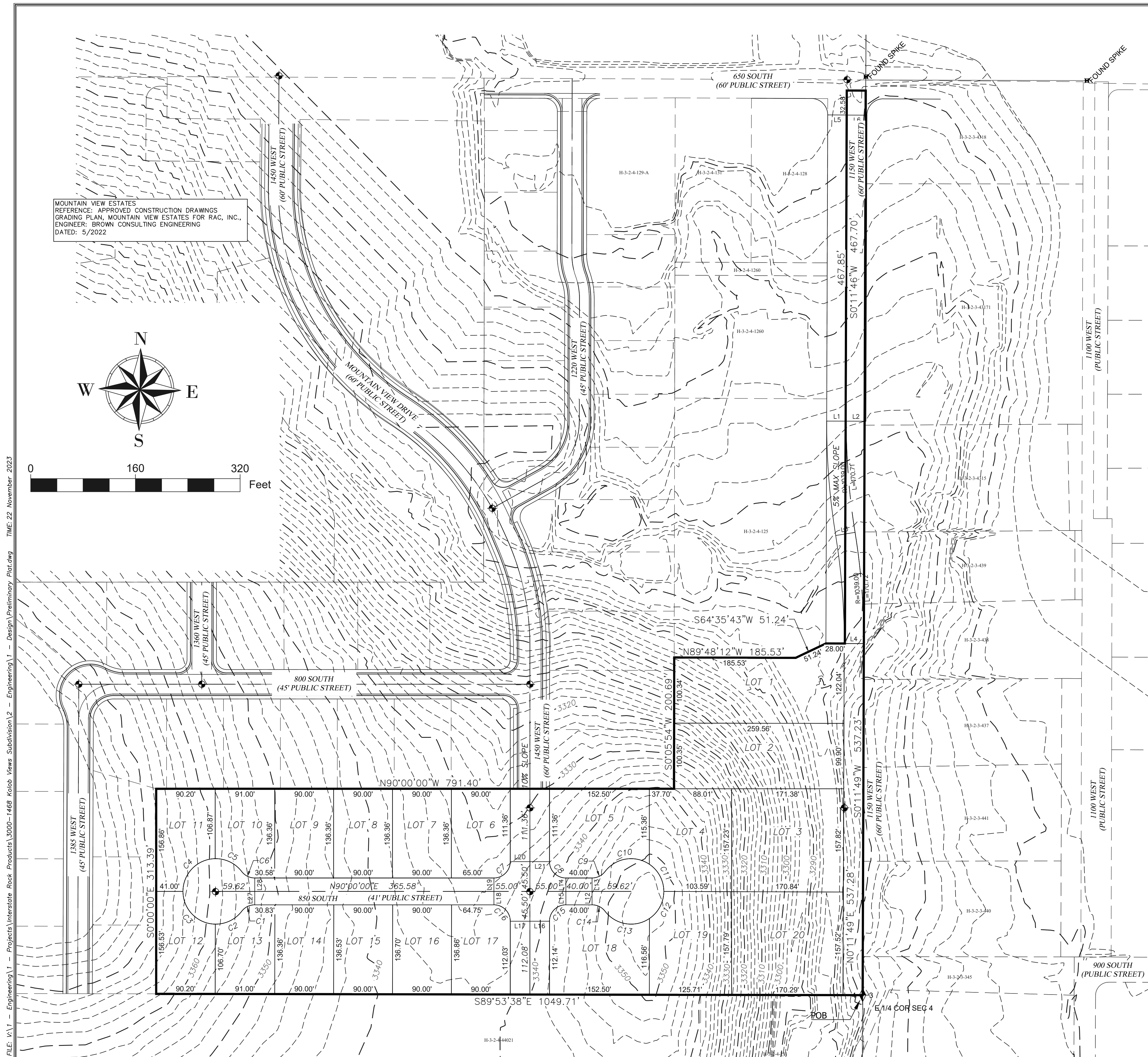
INTERSTATE ROCK PRODUCTS
EXISTING CONDITIONS
KOLOB VIEWS SUBDIVISION
HURRICANE, UT

REV.	DATE	DESCRIPTION	BY

DATE 11/08/2023

PROJ. # 3000-1468
PAGE # C-2.0





PRELIMINARY PLAT
KOLOB VIEWS SUBDIVISION

LOCATED IN NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 13 WEST
SALT LAKE BASE AND MERIDIAN
HURRICANE, UTAH

PARCEL ID H-3-2-4-127 BOUNDARY DESCRIPTION
BEGINNING AT THE EAST QUARTER CORNER OF LOT 4, TOWNSHIP 43 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°53'38" WEST ALONG THE QUARTER SECTION LINE 1079.71 FEET; THENCE NORTH 0°00'00" EAST 313.39 FEET; THENCE NORTH 90°00'00" EAST 791.40 FEET; THENCE NORTH 0°05'54" EAST 200.69 FEET; THENCE SOUTH 89°48'12" EAST 185.53 FEET; THENCE NORTH 64°35'43" EAST 51.24 FEET; THENCE SOUTH 89°48'12" EAST 29.00 FEET; THENCE NORTH 0°11'48" EAST 845.17 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 650 SOUTH STREET; THENCE SOUTH 89°43'30" EAST, ALONG SAID RIGHT OF WAY LINE, 29.00 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 4; THENCE SOUTH 0°11'48" WEST, ALONG THE SECTION LINE, 1382.36 FEET TO THE POINT OF BEGINNING.

Parcel Table		
Parcel #	AREA acre	AREA sqft
1	0.62	27128.10 sqft
2	0.60	25979.49 sqft
3	0.62	26953.52 sqft
4	0.44	19093.80 sqft
5	0.43	18919.28 sqft
6	0.28	12138.59 sqft
7	0.28	12272.72 sqft
8	0.28	12272.72 sqft
9	0.28	12272.72 sqft
10	0.26	11389.87 sqft
11	0.28	12225.70 sqft
12	0.28	12213.45 sqft
13	0.26	11388.74 sqft
14	0.28	12280.11 sqft
15	0.28	12295.11 sqft
16	0.28	12310.11 sqft
17	0.28	12173.60 sqft
18	0.44	19071.74 sqft
20	0.62	26890.00 sqft

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	22.97	25.00	52.65	N63° 40' 28"E	22.17
C2	46.55	50.00	53.34	N64° 01' 06"E	44.88
C3	77.94	50.00	89.31	S44° 39' 21"E	70.28
C4	77.74	50.00	89.08	S44° 32' 32"W	70.14
C5	46.75	50.00	53.57	N64° 07' 56"W	45.06
C6	22.97	25.00	52.65	N63° 40' 28"W	22.17
C7	39.27	25.00	90.00	S45° 00' 00"W	35.36
C8	39.27	25.00	90.00	N45° 00' 00"W	35.36
C9	22.97	25.00	52.65	S63° 40' 28"W	22.17
C10	75.52	50.00	86.54	S80° 37' 07"W	68.54
C11	48.98	50.00	56.12	N28° 02' 58"W	47.04
C12	48.70	50.00	55.80	N27° 54' 48"E	46.79
C13	75.78	50.00	86.84	S80° 46' 03"E	68.73
C14	22.97	25.00	52.65	S63° 40' 28"E	22.17
C15	39.27	25.00	90.00	N45° 00' 00"E	35.36
C16	39.27	25.00	90.00	S45° 00' 00"E	35.36

DEVELOPEMENT SITE INFORMATION

TOTAL AREA: 9.73 ACRES
ZONE: R1-10
NUMBER OF LOTS: 20
DENSITY: 2.06 LOT/ACRE

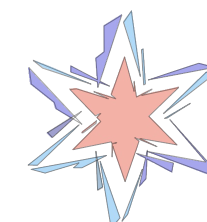
REQUIRED SET BACKS	
FRONT	25 FT
SIDE	10 FT
REAR	20 FT
STREET SIDE	20 FT

HURRICANE TYPICAL STREET CROSS SECTIONS USED:
41' RESIDENTIAL MINIMUM STREET
60' MINOR COLLECTOR STREET

Parcel Line Table	
Line #	Length
L1	30.00
L2	30.00
L3	30.00
L4	30.00
L5	30.00
L6	30.00
L12	20.50
L13	20.50
L14	20.50
L15	20.50
L16	30.00
L17	30.00
L18	20.50
L19	20.50
L20	30.00
L21	30.00
L27	20.50
L28	20.50

LEDGEND	
	PROPERTY LINE
	ADJACENT PROPERTY LINE
	CENTER LINE
	CENTERLINE MONUMENT (TO BE INSTALLED)
	FOUND MONUMENT
	SECTION CORNER
	

NOTE: CONTOURS 2 & 10



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INTERSTATE ROCK PRODUCTS

PRELIMINARY PLAT

KOLOB VIEWS SUBDIVISION

HURRICANE. UT

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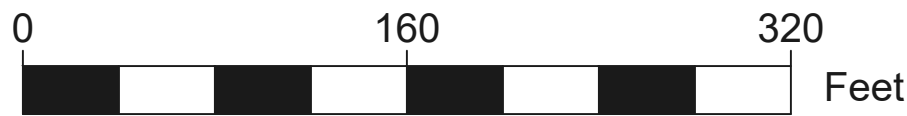
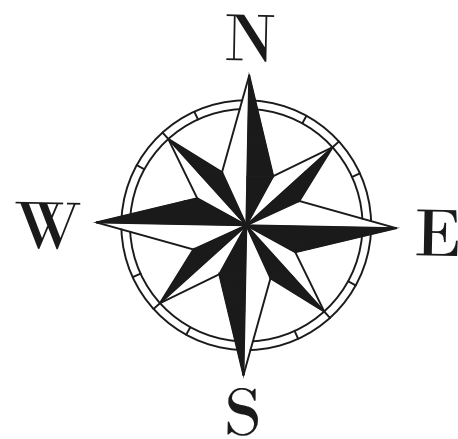
DATE 11/08/2023

PROJ. #
3000-1468

PAGE #
C-40

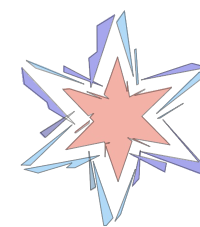
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MOUNTAIN VIEW ESTATES
REFERENCE: APPROVED CONSTRUCTION DRAWINGS
GRADING PLAN, MOUNTAIN VIEW ESTATES FOR RAC, INC.,
ENGINEER: BROWN CONSULTING ENGINEERING
DATED: 5/2022



PHASE MAP
KOLOB VIEWS SUBDIVISION

LOCATED IN NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 13 WEST
SALT LAKE BASE AND MERIDIAN
HURRICANE, UTAH



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PHASE MAP

KOLOB VIEWS SUBDIVISION

HURRICANE, UT

DEVELOPMENT SITE INFORMATION

TOTAL AREA: 9.73 ACRES
ZONE: R1-10
NUMBER OF LOTS: 20
DENSITY: 2.06 LOT/ACRE

REQUIRED SET BACKS
FRONT 25 FT
SIDE 10 FT
REAR 20 FT
STREET SIDE 20 FT

LEDGEND

	PROPERTY LINE
	ADJACENT PROPERTY LINE
	CENTER LINE
	CENTERLINE MONUMENT (TO BE INSTALLED)
	FOUND MONUMENT
	SECTION CORNER
	PHASE LINE



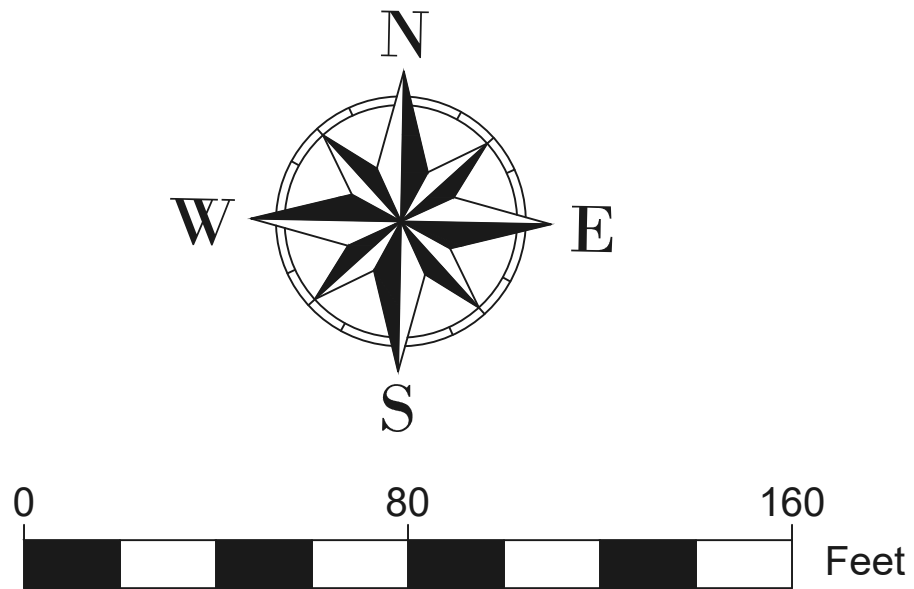
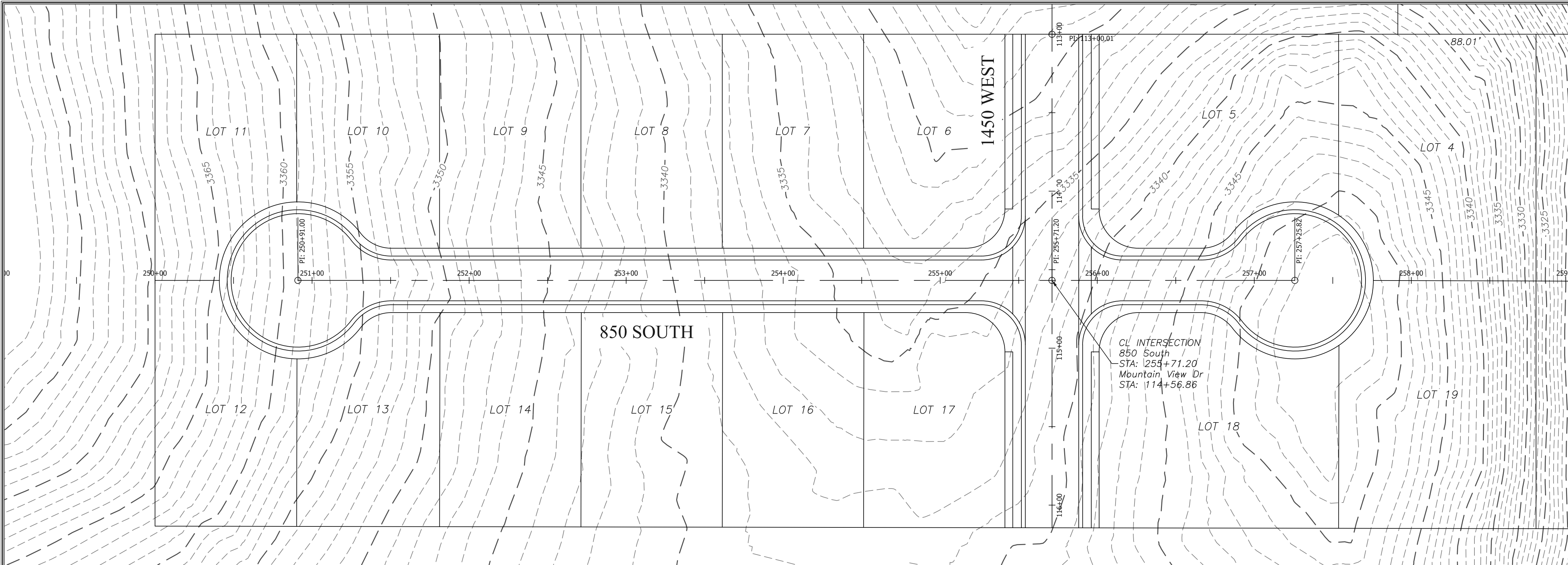
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PROJ. #
3000-1468

PAGE #
C-4.1

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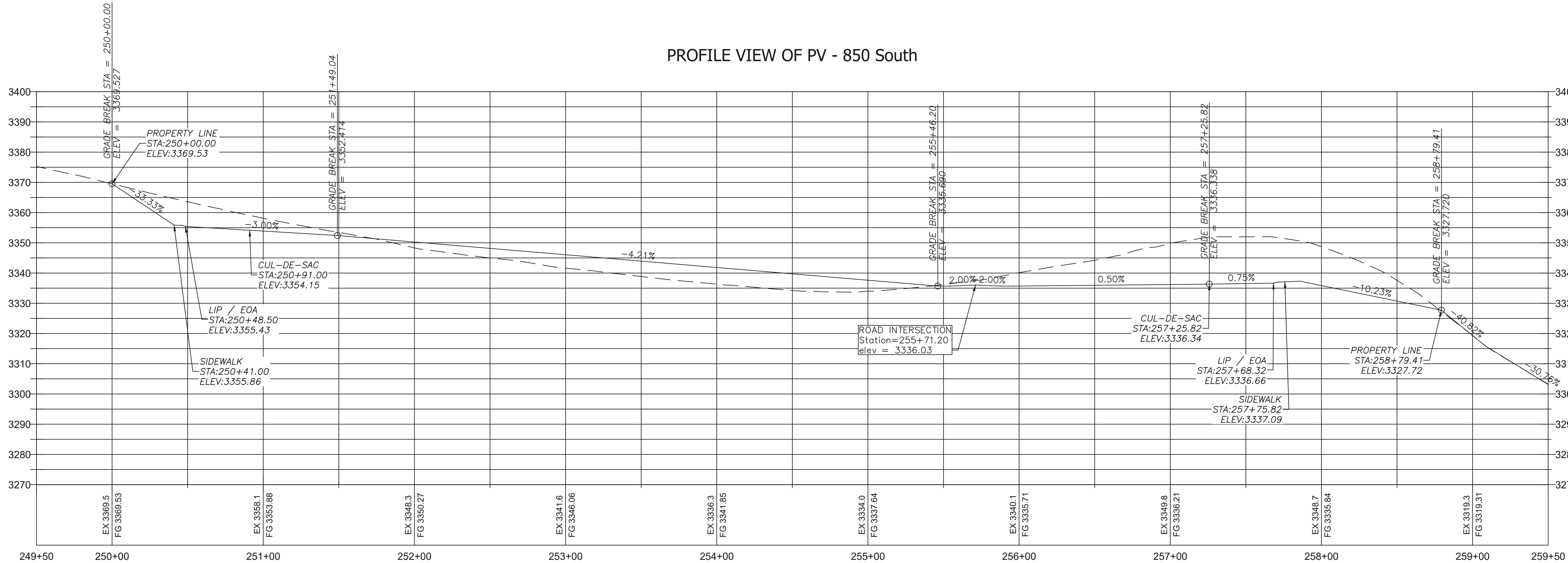
FILE: V\1 - Engineering\1 - Projects\Interstate Rock Products\3000-1468 Kolob Views Subdivision\2 - Engineering\1 - Design\PP 850 South.dwg TIME: 22 November, 2023



LEGEND		
DEFINITION	PROPOSED	EXISTING
PROFILE		
SURFACE LINE	_____	_____
CONTOUR MAJOR	_____	_____
CONTOUR MINOR	_____	_____

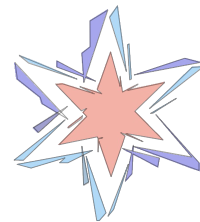
NOTE: CONTOURS 2 & 10

PROFILE VIEW OF PV - 850 South



HORIZONTAL SCALE: 40
VERTICAL SCALE: 20
VERTICAL EXAGGERATION: 2.0

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PLAN & PROFILE 850 SOUTH

KOLOB VIEWS SUBDIVISION

HURRICANE, UT

REV.	DATE	DESCRIPTION	BY

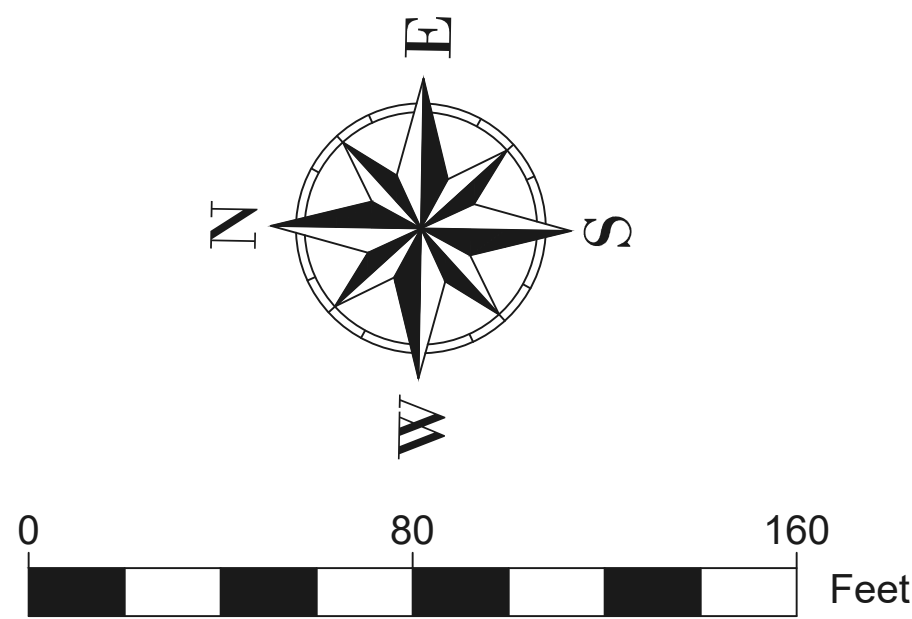
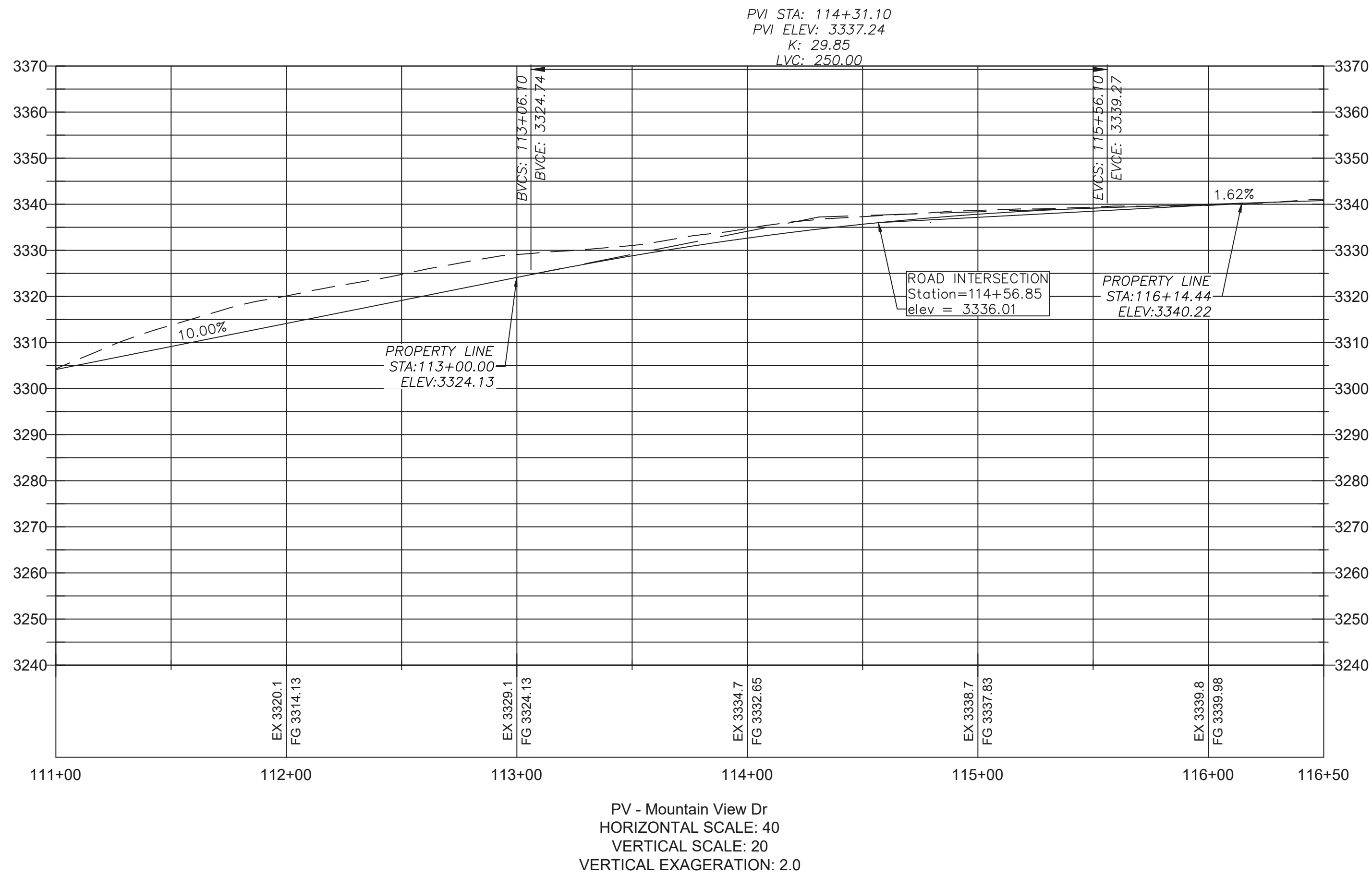
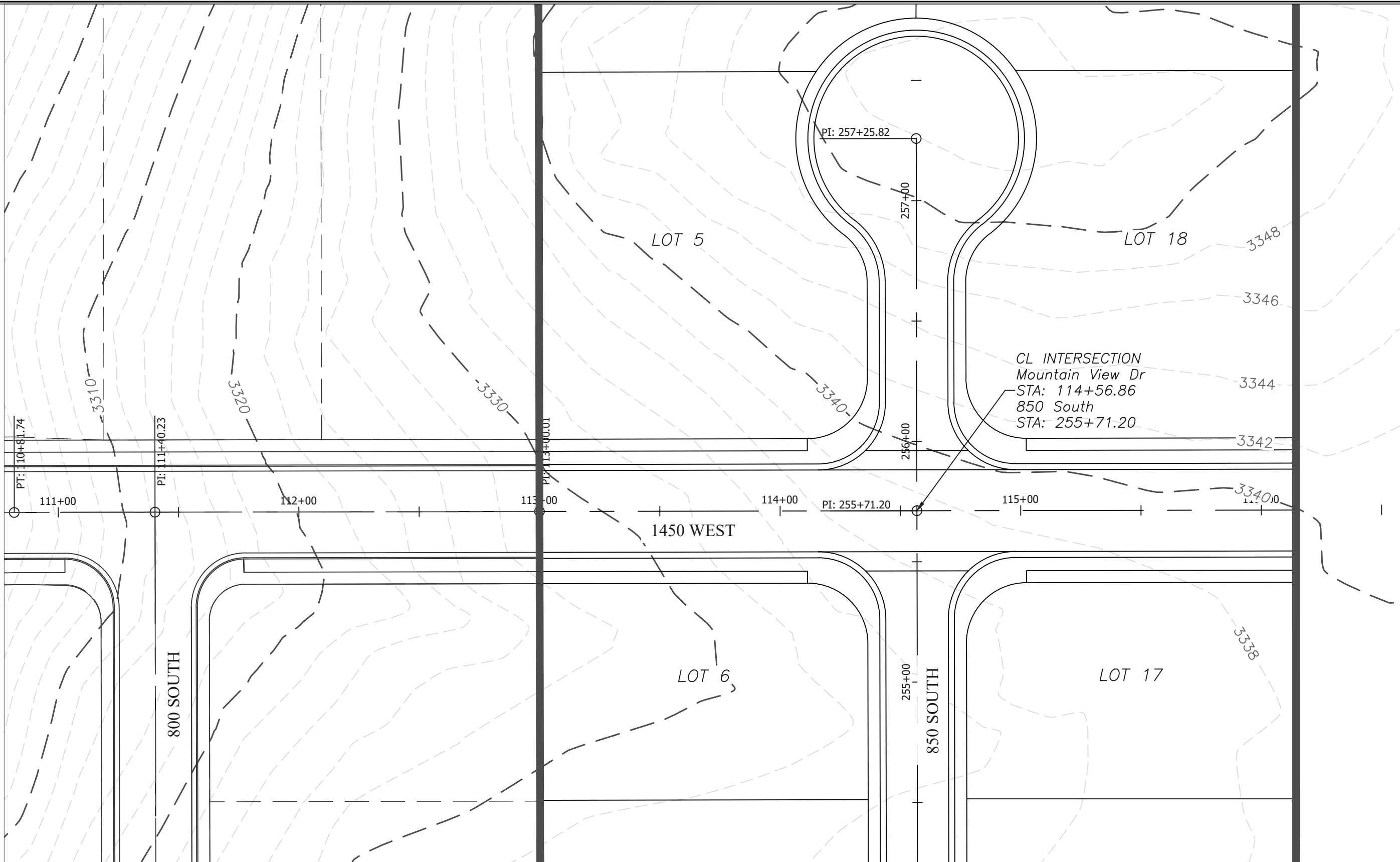
DATE 11/08/2023

PROJ. # 3000-1468

PAGE # PP-1



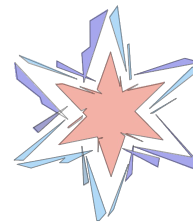
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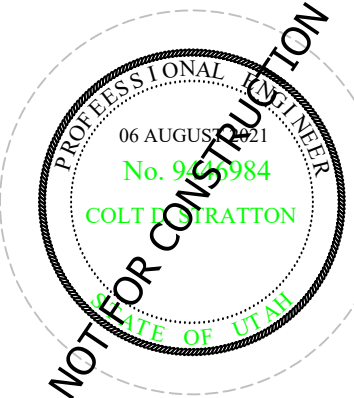
LEGEND		
DEFINITION	PROPOSED	EXISTING
PROFILE		
SURFACE LINE	_____	_____
CONTOUR MAJOR	_____	_____
CONTOUR MINOR	_____	_____

NOTE: CONTOURS 2' & 10'

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PLAN & PROFILE 1450 WEST

KOLOB VIEWS SUBDIVISION

HURRICANE, UT

REV.	DATE	DESCRIPTION	BY

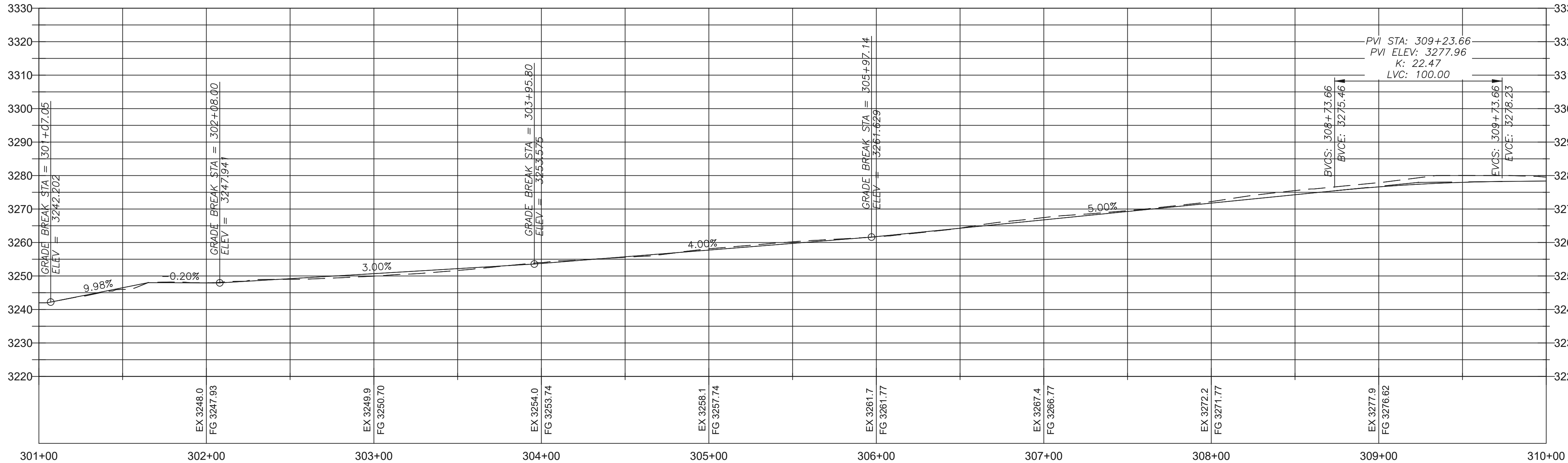
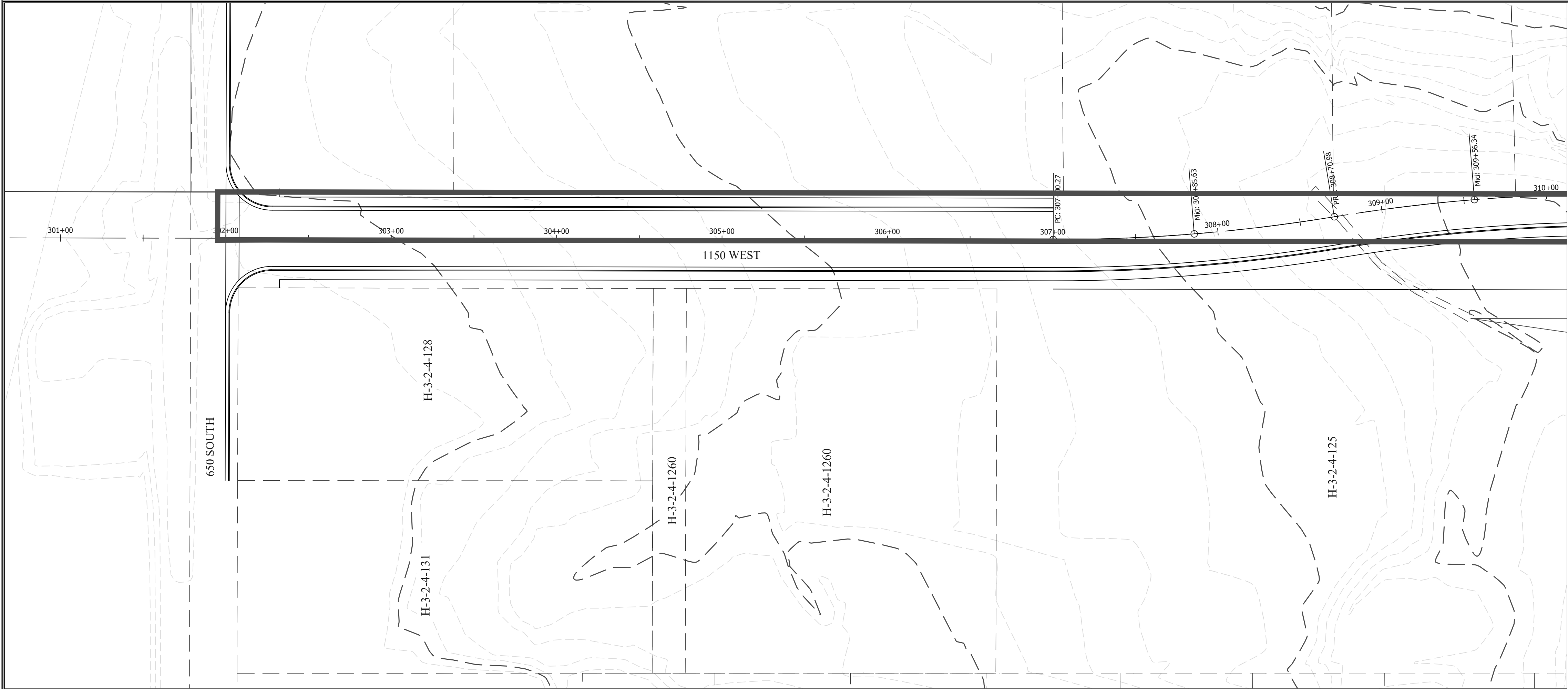
DATE 11/08/2023

PROJ. # 3000-1468

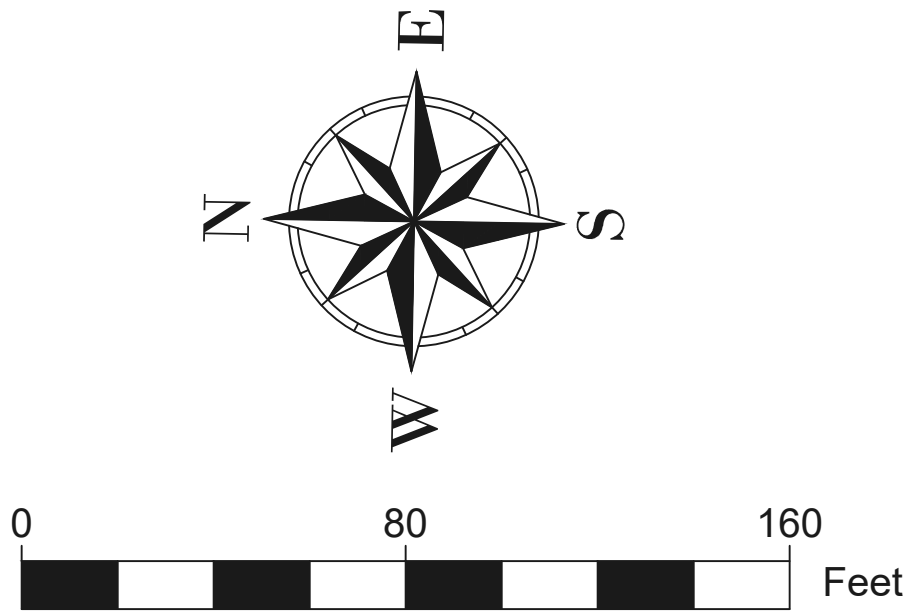
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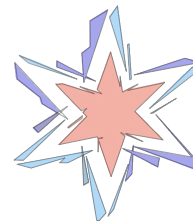
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HORIZONTAL SCALE: 40
VERTICAL SCALE: 20
VERTICAL EXAGGERATION: 2.0



LEGEND		
DEFINITION	PROPOSED	EXISTING
PROFILE		
SURFACE LINE	_____	_____
CONTOUR MAJOR	_____	_____
CONTOUR MINOR	_____	_____

NOTE: CONTOURS 2 & 10





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PLAN & PROFILE 1150 WEST

KOLOB VIEWS SUBDIVISION

HURRICANE, UT

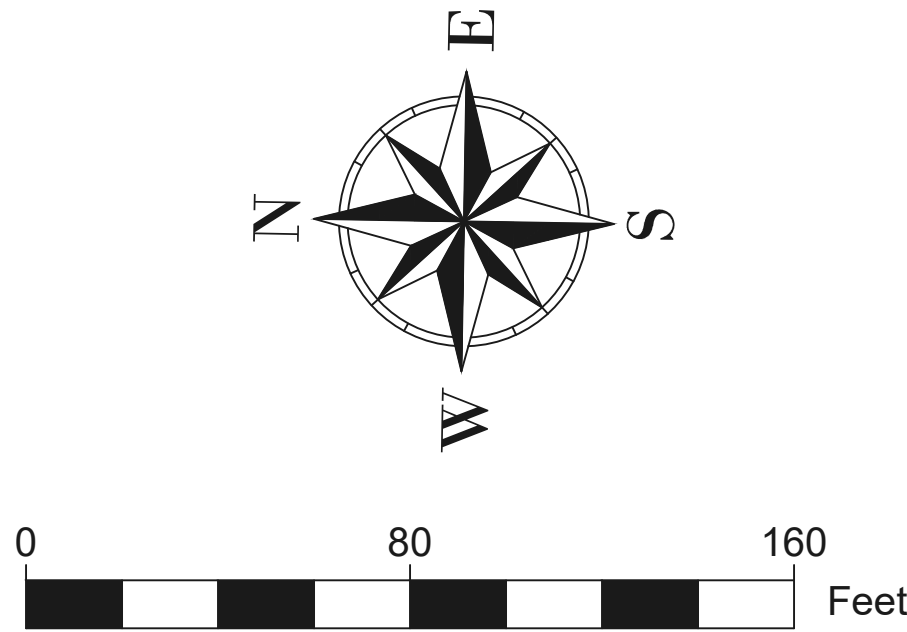
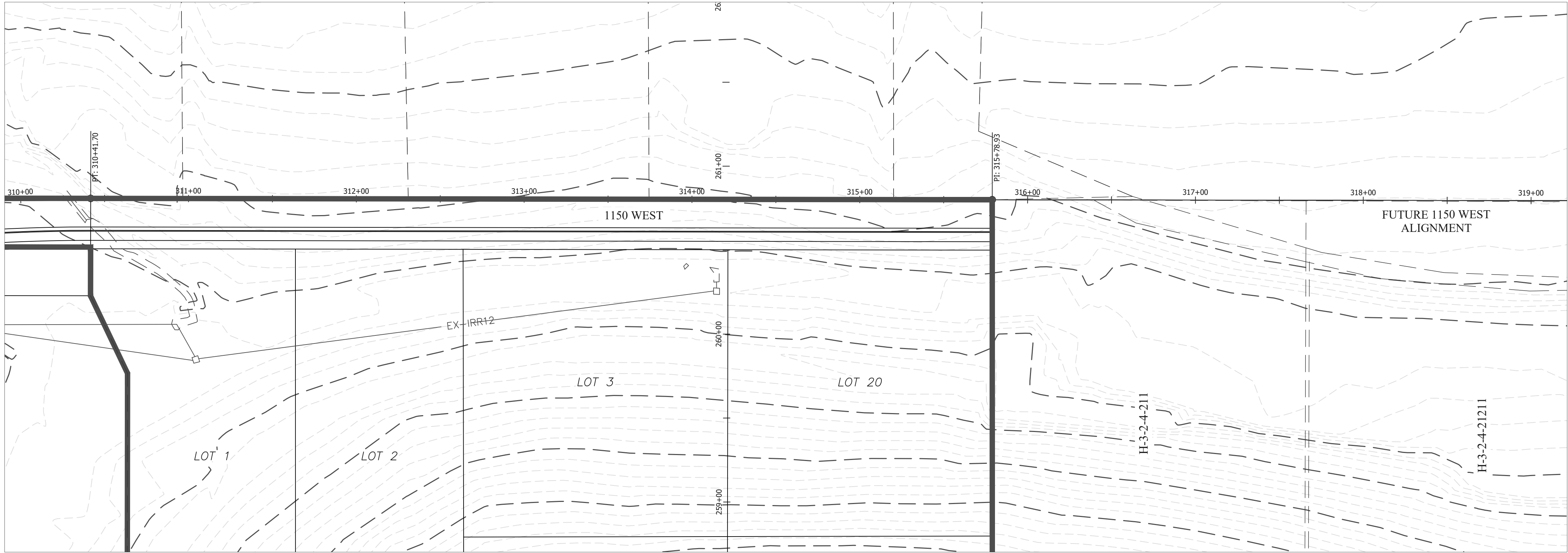
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DATE 11/08/2023

PROJ. # 3000-1468

PAGE # PP-3

FILE: V\1 - Engineering\1 - Projects\Interstate Rock Products\3000-1468 Kolob Views Subdivision\2 - Engineering\1 - Design\PP 1150 West.dwg TIME: 22 November 2023



LEGEND		
DEFINITION	PROPOSED	EXISTING
PROFILE		
SURFACE LINE		
CONTOUR MAJOR		
CONTOUR MINOR		

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PLAN & PROFILE 1150 WEST

KOLOB VIEWS SUBDIVISION

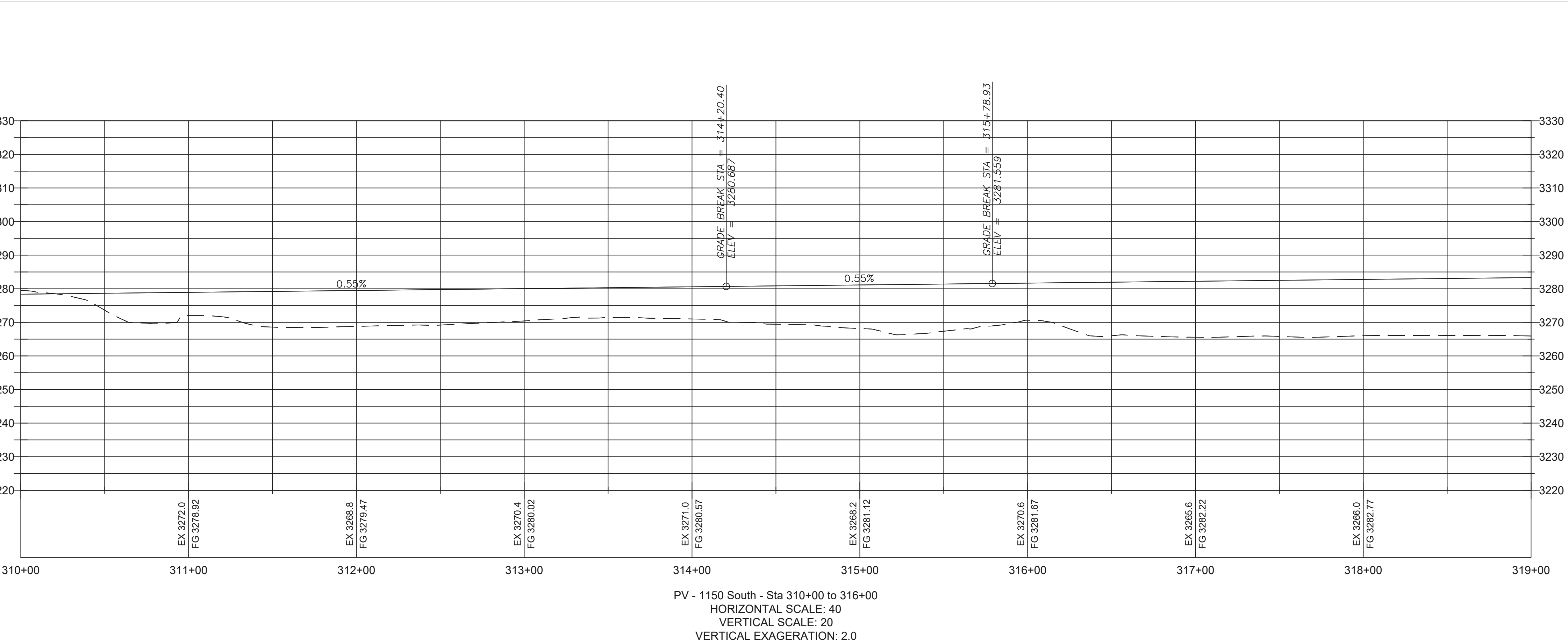
HURRICANE, UT

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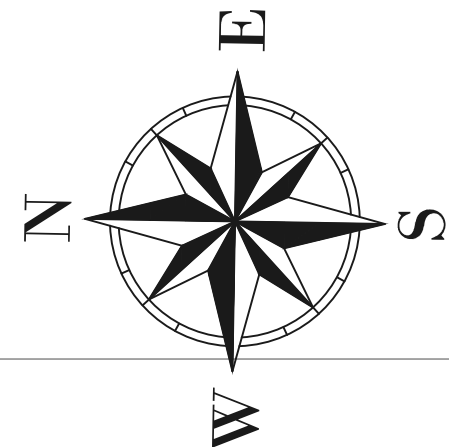
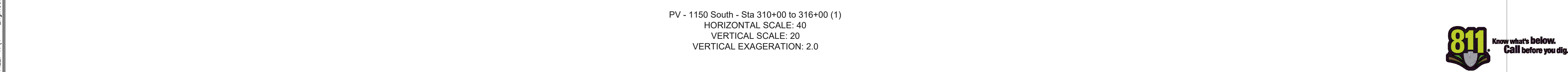
DATE 11/08/2023

PROJ. # 3000-1468

PAGE # PP-3.1



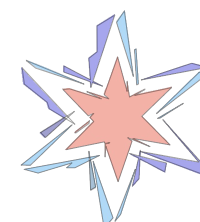
PV - 1150 South - Sta 310+00 to 316+00
HORIZONTAL SCALE: 40
VERTICAL SCALE: 20
VERTICAL EXAGGERATION: 2.0



A number line from 0 to 160 with tick marks every 20 units. The segments between 0 and 20, 40 and 60, and 80 and 100 are shaded black. The segments between 20 and 40, 60 and 80, and 100 and 120 are white. The segment from 120 to 160 is also white.

LEGEND			
DEFINITION	PROPOSED	EXISTING	
PROFILE			
SURFACE LINE	_____	_____	_____
CONTOUR MAJOR	_____	_____	_____
CONTOUR MINOR	_____	_____	_____

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PLAN & PROFILE 1150 WEST

KOLOB VIEWS SUBDIVISION

HURRICANE, UT

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DATE 11/08/2023

PROJ. #	3000-1468
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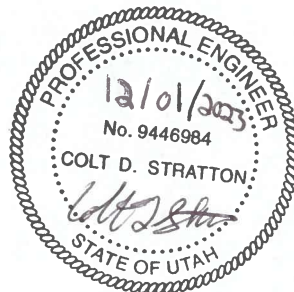
PAGE #
PP-3.2



Know what's below.
Call before you dig.

Drainage Report
Report November 2023

KOLOB VIEWS SUBDIVISION
HURRICANE CITY, UTAH



INTERSTATE ROCK

CONTENTS

CONTENTS

.....	2
INTRODUCTION & OBJECTIVE:	3
METHODOLOGY:.....	3
SOIL CLASSIFICATION:	3
Table 1: Soil Classification	3
EXISTING HYDROLOGIC CONDITIONS:	4
Table 4: Existing Hydrologic Conditions	4
Table 5: Existing Conditions - Peak Flow	4
Table 6: Existing Conditions - Hydrograph Volume	4
PROPOSED HYDROLOGIC CONDITIONS:.....	5
Table 7: Proposed Developed Conditions	5
Table 8: Proposed Conditions - Peak Flow	5
Table 9: Proposed Conditions - Required Storage Volume	5
STORM WATER RELEASE:.....	7
SUMMARY:	7
APPENDIX A:.....	8
Precipitation Data.....	8
APPENDIX B:.....	9
NRCS Soil Classification Data	9
APPENDIX C:.....	10
Additional Reports.....	10
APPENDIX D:.....	11
Exhibits and Drawings.....	11



HYDROLOGIC AND DRAINAGE ANALYSIS KLOB VIEWS SUBDIVISION HURRICANE CITY, UTAH

INTRODUCTION & OBJECTIVE:

Interstate Rock Products, Inc. has been asked to analyze the drainage for Kolob Views Subdivision. This analysis will look at the drainage for the existing and proposed (developed) conditions. The methodology and results can be found in the report to follow.

METHODOLOGY:

The drainage analysis that was completed follows the SCS method, using local precipitation data obtained from the NOAA Precipitation Frequency Data Server. Please refer to the Appendix A: Precipitation Data.

SOIL CLASSIFICATION:

The soil types were obtained using the NRCS Soil Survey in order to estimate the runoff coefficient for the site. Table 1 summarizes the soil groups classifications that are applicable and the percentages of the area of each soil type. Please refer to Appendix B: NRCS Soil Classification Data.

Table 1:
Soil
Classification

Soil Unit Name	Soil Group Classification	Percent of Area (%)
Harrisburg fine sandy Loam	HbC	43.5
Isom cobbly sandy loam	IAF	7.8
Nikey sandy loam	NkC	6.6
Stony colluvial land	SY	42.1



EXISTING HYDROLOGIC CONDITIONS:

The site is currently undeveloped with native conditions. The area is considered as one basin.

Basin	Open Space - Pervious Area (ac)*	Impervious Surface Area (ac)**	Total Basin Area (ac)	Weighted CN*
1	9.73	0	9.73	77
Total	9.73	0	9.73	77

Table 4: Existing Hydrologic Conditions

*The previous areas include landscaped and the unimproved open spaces on the site and detention ponds.

**The impervious areas include existing paved roads, parking lots, etc.

Using the criteria located above, a drainage analysis was conducted for a 10 year - 24 hour, 100 year - 24 hour storm events. The results and the calculated peak flows and required storage volumes are summarized in Tables 5 and 6.

Basin	Area (ac)	CN Number	Peak Discharge - 10 year 24 hour (cfs)	Peak Discharge - 100 year 24 hour (cfs)	
1	9.73	77	5.029	13.51	

Table 5: Existing Conditions - Peak Flow

Basin	Area (ac)	CN Number	Volume – 10 Year (cuft)	Volume – 100 Year (cuft)	
1	9.73	77	13,851	33,368	

Table 6: Existing Conditions - Hydrograph Volume



PROPOSED HYDROLOGIC CONDITIONS:

The proposed drainage area will also account for the runoff from the property considered as one basin. All regional, offsite flows are controlled by properties adjacent to the site and are not detained in this project's water detention facility.

Table 7:

Basin	Pervious Surface Area (ac)*	Impervious Surface Area (ac)**	Total Basin Area (ac)	Weighted CN*
1	5.08	1.26	6.34	75
2	2.46	0.37	2.83	70
Total	7.54	1.63	9.17	

Proposed Developed Conditions

Basin	Area (ac)	CN Number	Peak Discharge - 10 year 24 hour (cfs)	Peak Discharge - 100 year 24 hour (cfs)	
1	6.34	75	1.306	4.198	
2	2.83	70	0.213	1.022	

Table 8: Proposed Conditions - Peak Flow

Basin	Required Storage Volume - 10 year - 24 hour (cf)	Required Storage Volume - 100 year - 24 hour (cf)	
1	7,501	19,140	
2	2,024	6,172	

Table 9: Proposed Conditions - Required Storage Volume



Refer to Appendix C for all calculations and results.

Based on the City of Hurricane Requirements, the storm drain system should be of sufficient capacity to prevent significant damage to property during the 100-year storm events.



STORM WATER RELEASE:

All storm water will be released from the project detention basin through circular orifice plate(s) that will be installed at the control structure(s), in accordance with the limits identified in this report. The orifice diameter(s) will be calculated and provided in the construction plans.

SUMMARY:

Basin 1

- Peak Flow (100 Year - 24 Hour) = 4.198 cfs
- Allowable Release = 1.268 cfs
- Total storage volume required (100 Year - 24 Hour) = 19,140 cf
- Curb & Gutter Flow Capacity= 0.084cfs
- Inlet Capacity= 1.31 cfs. Project needs 1 inlet.

Basin 2

- Peak Flow (100 Year - 24 Hour) = 1.022 cfs
- Allowable Release = 0.566 cfs
- Total storage volume required (x Year - x Hour) = 6,172 cf
- Curb & Gutter Flow Capacity= 0.21 cfs
- Inlet Capacity= 0.21 cfs. Project needs 1 inlet.



APPENDIX A:

Precipitation Data





NOAA Atlas 14, Volume 1, Version 5
Location name: Hurricane, Utah, USA*
Latitude: 37.1641°, Longitude: -113.3112°
Elevation: 3326 ft**
 * source: ESRI Maps
 ** source: USGS



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sarah Dietz, Sarah Heim, Lillian Hiner, Kazungu Maitaria, Deborah Martin, Sandra Pavlovic, Ishani Roy, Carl Trypaluk, Dale Unruh, Fenglin Yan, Michael Yekta, Tan Zhao, Geoffrey Bonnin, Daniel Brewer, Li-Chuan Chen, Tye Parzybok, John Yarchoan

NOAA, National Weather Service, Silver Spring, Maryland

[PF tabular](#) | [PF graphical](#) | [Maps & aeriels](#)

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches/hour) ¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	1.62 (1.38-1.92)	2.09 (1.79-2.47)	2.86 (2.44-3.38)	3.53 (2.98-4.20)	4.58 (3.80-5.44)	5.50 (4.49-6.52)	6.55 (5.23-7.81)	7.76 (6.02-9.31)	9.62 (7.19-11.7)	11.3 (8.15-13.9)
10-min	1.23 (1.06-1.46)	1.58 (1.36-1.88)	2.17 (1.85-2.57)	2.69 (2.27-3.19)	3.49 (2.89-4.13)	4.18 (3.41-4.96)	4.99 (3.98-5.95)	5.90 (4.58-7.09)	7.33 (5.47-8.93)	8.57 (6.20-10.6)
15-min	1.02 (0.872-1.20)	1.31 (1.12-1.56)	1.79 (1.53-2.12)	2.22 (1.87-2.64)	2.88 (2.39-3.42)	3.46 (2.82-4.10)	4.12 (3.29-4.91)	4.88 (3.79-5.86)	6.06 (4.52-7.38)	7.08 (5.12-8.73)
30-min	0.686 (0.586-0.810)	0.882 (0.756-1.05)	1.21 (1.03-1.43)	1.50 (1.26-1.78)	1.94 (1.61-2.30)	2.33 (1.90-2.76)	2.77 (2.22-3.31)	3.29 (2.55-3.94)	4.08 (3.04-4.97)	4.77 (3.45-5.88)
60-min	0.424 (0.363-0.502)	0.546 (0.468-0.648)	0.747 (0.636-0.886)	0.926 (0.781-1.10)	1.20 (0.995-1.42)	1.44 (1.18-1.71)	1.72 (1.37-2.05)	2.03 (1.58-2.44)	2.52 (1.88-3.08)	2.95 (2.14-3.64)
2-hr	0.256 (0.224-0.297)	0.324 (0.283-0.376)	0.429 (0.374-0.498)	0.522 (0.450-0.605)	0.664 (0.564-0.768)	0.786 (0.657-0.911)	0.928 (0.758-1.08)	1.09 (0.866-1.28)	1.33 (1.02-1.59)	1.55 (1.15-1.87)
3-hr	0.191 (0.169-0.219)	0.241 (0.213-0.275)	0.312 (0.276-0.357)	0.374 (0.328-0.426)	0.465 (0.402-0.530)	0.543 (0.462-0.621)	0.633 (0.530-0.729)	0.735 (0.602-0.854)	0.895 (0.709-1.07)	1.04 (0.802-1.26)
6-hr	0.119 (0.106-0.135)	0.150 (0.134-0.170)	0.191 (0.170-0.216)	0.225 (0.200-0.256)	0.274 (0.240-0.312)	0.315 (0.272-0.359)	0.359 (0.307-0.411)	0.411 (0.345-0.474)	0.493 (0.403-0.578)	0.564 (0.450-0.669)
12-hr	0.073 (0.065-0.081)	0.091 (0.082-0.102)	0.115 (0.103-0.129)	0.134 (0.120-0.151)	0.161 (0.142-0.180)	0.181 (0.158-0.204)	0.202 (0.175-0.229)	0.225 (0.192-0.256)	0.258 (0.216-0.297)	0.290 (0.239-0.338)
24-hr	0.043 (0.040-0.047)	0.054 (0.050-0.058)	0.067 (0.062-0.073)	0.078 (0.072-0.084)	0.093 (0.085-0.100)	0.104 (0.095-0.112)	0.116 (0.105-0.125)	0.128 (0.116-0.139)	0.144 (0.129-0.156)	0.156 (0.139-0.171)
2-day	0.024 (0.022-0.026)	0.030 (0.028-0.033)	0.038 (0.035-0.041)	0.044 (0.040-0.047)	0.052 (0.048-0.056)	0.058 (0.054-0.063)	0.065 (0.059-0.070)	0.072 (0.065-0.077)	0.081 (0.073-0.088)	0.088 (0.078-0.095)
3-day	0.017 (0.016-0.019)	0.022 (0.020-0.023)	0.027 (0.025-0.029)	0.031 (0.029-0.034)	0.037 (0.034-0.040)	0.042 (0.038-0.045)	0.046 (0.043-0.050)	0.051 (0.047-0.055)	0.058 (0.052-0.062)	0.063 (0.056-0.068)
4-day	0.014 (0.013-0.015)	0.017 (0.016-0.019)	0.022 (0.020-0.023)	0.025 (0.023-0.027)	0.030 (0.028-0.032)	0.033 (0.031-0.036)	0.037 (0.034-0.040)	0.041 (0.037-0.044)	0.046 (0.042-0.050)	0.050 (0.045-0.054)
7-day	0.009 (0.008-0.010)	0.011 (0.011-0.012)	0.014 (0.013-0.016)	0.017 (0.015-0.018)	0.020 (0.018-0.021)	0.022 (0.020-0.024)	0.025 (0.022-0.027)	0.027 (0.024-0.029)	0.030 (0.027-0.033)	0.032 (0.029-0.036)
10-day	0.007 (0.006-0.008)	0.009 (0.008-0.010)	0.011 (0.010-0.012)	0.013 (0.012-0.014)	0.015 (0.014-0.017)	0.017 (0.016-0.019)	0.019 (0.017-0.021)	0.021 (0.019-0.023)	0.023 (0.021-0.026)	0.025 (0.023-0.028)
20-day	0.004 (0.004-0.005)	0.006 (0.005-0.006)	0.007 (0.006-0.008)	0.008 (0.007-0.009)	0.009 (0.009-0.010)	0.010 (0.009-0.011)	0.011 (0.010-0.012)	0.012 (0.011-0.013)	0.013 (0.012-0.014)	0.014 (0.013-0.015)
30-day	0.003 (0.003-0.004)	0.004 (0.004-0.005)	0.005 (0.005-0.006)	0.006 (0.006-0.007)	0.007 (0.007-0.008)	0.008 (0.007-0.009)	0.009 (0.008-0.010)	0.010 (0.009-0.011)	0.011 (0.010-0.012)	0.011 (0.010-0.012)
45-day	0.003 (0.002-0.003)	0.003 (0.003-0.004)	0.004 (0.004-0.005)	0.005 (0.005-0.006)	0.006 (0.005-0.007)	0.007 (0.006-0.007)	0.007 (0.007-0.008)	0.008 (0.007-0.009)	0.009 (0.008-0.010)	0.009 (0.008-0.010)
60-day	0.002 (0.002-0.002)	0.003 (0.003-0.003)	0.004 (0.003-0.004)	0.004 (0.004-0.005)	0.005 (0.005-0.006)	0.006 (0.005-0.006)	0.006 (0.006-0.007)	0.007 (0.006-0.007)	0.007 (0.007-0.008)	0.008 (0.007-0.009)

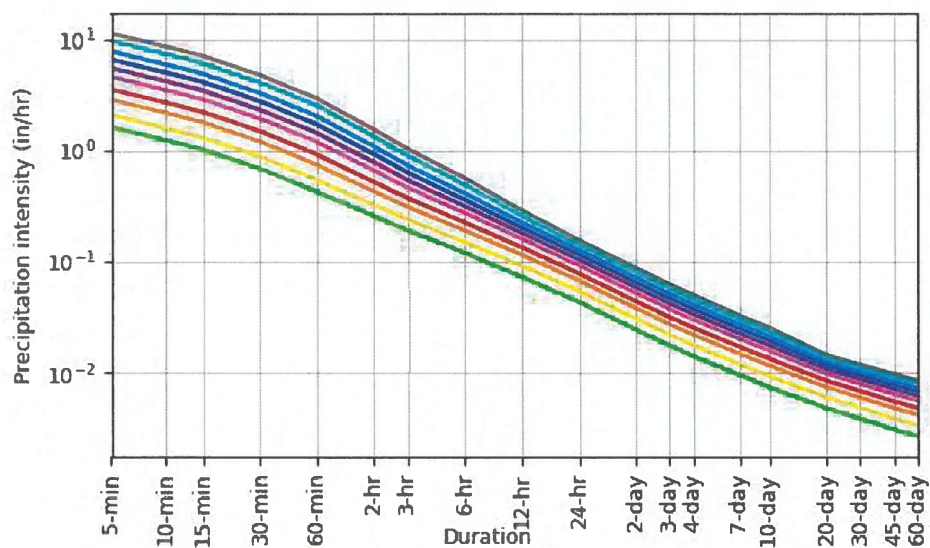
¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).
 Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.
 Please refer to NOAA Atlas 14 document for more information.

[Back to Top](#)

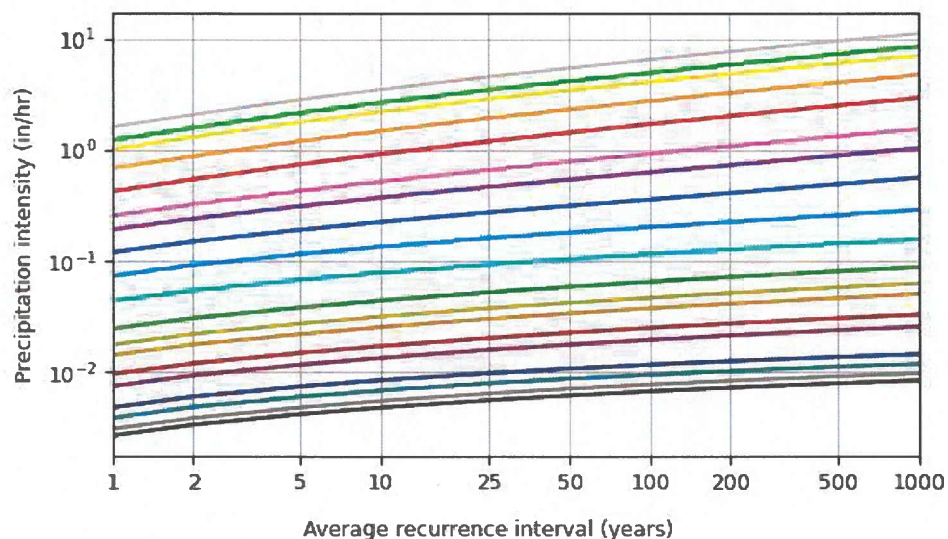
PF graphical

PDS-based intensity-duration-frequency (IDF) curves

Latitude: 37.1641°, Longitude: -113.3112°



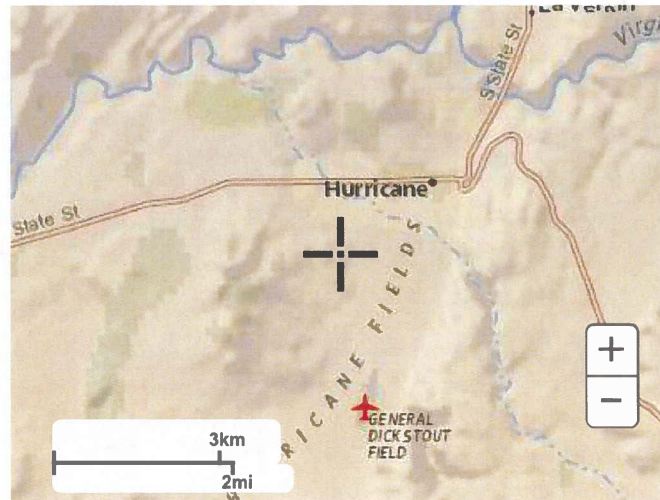
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1	
2	
5	
10	
25	
50	
100	
200	
500	
1000	



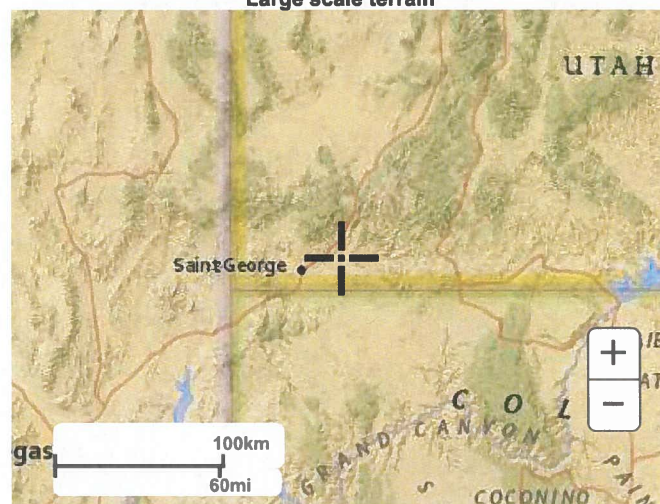
Duration	
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10-min	3-day
15-min	4-day
30-min	7-day
60-min	10-day
2-hr	20-day
3-hr	30-day
6-hr	45-day
12-hr	60-day
24-hr	

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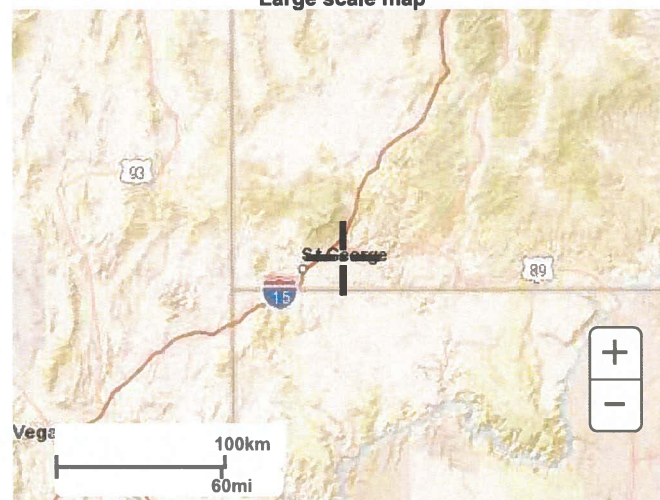
Small scale terrain



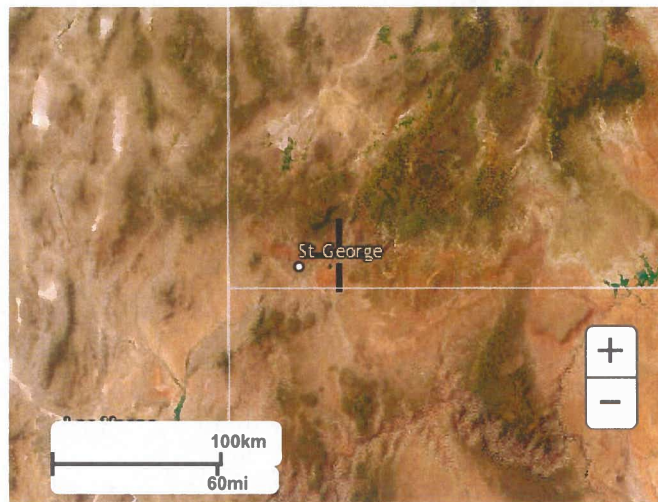
Large scale terrain



Large scale map



Large scale aerial



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NOAA Atlas 14, Volume 1, Version 5
Location name: Hurricane, Utah, USA*
Latitude: 37.1641°, Longitude: -113.3112°
Elevation: 3326 ft**
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POINT PRECIPITATION FREQUENCY ESTIMATES

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NOAA, National Weather Service, Silver Spring, Maryland

[PF tabular](#) | [PF graphical](#) | [Maps & aeriels](#)

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches) ¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.135 (0.115-0.160)	0.174 (0.149-0.206)	0.238 (0.203-0.282)	0.294 (0.248-0.350)	0.382 (0.317-0.453)	0.458 (0.374-0.543)	0.546 (0.436-0.651)	0.647 (0.502-0.776)	0.802 (0.599-0.978)	0.939 (0.679-1.16)
10-min	0.205 (0.176-0.243)	0.264 (0.227-0.314)	0.362 (0.308-0.429)	0.448 (0.378-0.532)	0.581 (0.482-0.689)	0.697 (0.569-0.827)	0.831 (0.664-0.991)	0.984 (0.764-1.18)	1.22 (0.911-1.49)	1.43 (1.03-1.76)
15-min	0.254 (0.218-0.301)	0.327 (0.281-0.389)	0.448 (0.382-0.531)	0.555 (0.468-0.660)	0.721 (0.597-0.854)	0.864 (0.705-1.02)	1.03 (0.822-1.23)	1.22 (0.947-1.46)	1.51 (1.13-1.84)	1.77 (1.28-2.18)
30-min	0.343 (0.293-0.405)	0.441 (0.378-0.524)	0.604 (0.514-0.716)	0.748 (0.631-0.888)	0.971 (0.804-1.15)	1.16 (0.950-1.38)	1.39 (1.11-1.65)	1.64 (1.28-1.97)	2.04 (1.52-2.48)	2.38 (1.73-2.94)
60-min	0.424 (0.363-0.502)	0.546 (0.468-0.648)	0.747 (0.636-0.886)	0.926 (0.781-1.10)	1.20 (0.995-1.42)	1.44 (1.18-1.71)	1.72 (1.37-2.05)	2.03 (1.58-2.44)	2.52 (1.88-3.08)	2.95 (2.14-3.64)
2-hr	0.513 (0.449-0.595)	0.649 (0.566-0.753)	0.859 (0.748-0.996)	1.04 (0.901-1.21)	1.33 (1.13-1.54)	1.57 (1.31-1.82)	1.86 (1.52-2.16)	2.18 (1.73-2.56)	2.67 (2.05-3.18)	3.10 (2.31-3.75)
3-hr	0.576 (0.510-0.658)	0.724 (0.640-0.828)	0.939 (0.829-1.07)	1.12 (0.986-1.28)	1.40 (1.21-1.59)	1.63 (1.39-1.87)	1.90 (1.59-2.19)	2.21 (1.81-2.57)	2.69 (2.13-3.22)	3.12 (2.41-3.78)
6-hr	0.717 (0.640-0.813)	0.899 (0.805-1.02)	1.15 (1.02-1.30)	1.35 (1.20-1.53)	1.65 (1.44-1.87)	1.89 (1.63-2.15)	2.15 (1.84-2.47)	2.46 (2.07-2.84)	2.96 (2.41-3.46)	3.38 (2.70-4.01)
12-hr	0.882 (0.793-0.987)	1.11 (0.991-1.24)	1.39 (1.24-1.56)	1.63 (1.45-1.82)	1.94 (1.72-2.18)	2.19 (1.91-2.46)	2.44 (2.11-2.77)	2.71 (2.32-3.09)	3.11 (2.61-3.59)	3.50 (2.89-4.08)
24-hr	1.04 (0.965-1.13)	1.30 (1.21-1.41)	1.62 (1.50-1.76)	1.88 (1.74-2.03)	2.23 (2.06-2.42)	2.51 (2.30-2.71)	2.79 (2.54-3.02)	3.08 (2.79-3.34)	3.46 (3.10-3.76)	3.76 (3.34-4.11)
2-day	1.18 (1.10-1.27)	1.47 (1.37-1.59)	1.83 (1.70-1.98)	2.12 (1.96-2.28)	2.51 (2.32-2.71)	2.82 (2.60-3.04)	3.14 (2.87-3.39)	3.46 (3.15-3.74)	3.89 (3.51-4.23)	4.22 (3.78-4.60)
3-day	1.27 (1.18-1.37)	1.58 (1.48-1.71)	1.97 (1.84-2.13)	2.28 (2.12-2.45)	2.71 (2.51-2.91)	3.04 (2.80-3.26)	3.37 (3.10-3.63)	3.72 (3.39-4.01)	4.18 (3.77-4.53)	4.54 (4.07-4.94)
4-day	1.36 (1.27-1.47)	1.70 (1.58-1.83)	2.11 (1.97-2.27)	2.45 (2.28-2.62)	2.90 (2.69-3.11)	3.25 (3.00-3.48)	3.61 (3.32-3.88)	3.97 (3.63-4.29)	4.47 (4.04-4.84)	4.85 (4.35-5.28)
7-day	1.61 (1.49-1.74)	2.01 (1.86-2.17)	2.50 (2.32-2.70)	2.89 (2.67-3.11)	3.41 (3.14-3.67)	3.81 (3.49-4.10)	4.21 (3.84-4.54)	4.61 (4.18-4.99)	5.14 (4.64-5.60)	5.54 (4.97-6.05)
10-day	1.79 (1.65-1.94)	2.24 (2.07-2.43)	2.80 (2.58-3.02)	3.23 (2.98-3.49)	3.81 (3.51-4.12)	4.25 (3.90-4.60)	4.70 (4.29-5.09)	5.15 (4.68-5.60)	5.73 (5.17-6.26)	6.18 (5.54-6.78)
20-day	2.30 (2.12-2.48)	2.88 (2.67-3.12)	3.56 (3.29-3.85)	4.06 (3.75-4.39)	4.70 (4.33-5.07)	5.16 (4.75-5.57)	5.61 (5.15-6.06)	6.04 (5.51-6.55)	6.58 (5.97-7.15)	6.96 (6.29-7.59)
30-day	2.78 (2.55-3.02)	3.48 (3.20-3.78)	4.32 (3.96-4.69)	4.94 (4.53-5.35)	5.72 (5.24-6.20)	6.30 (5.75-6.83)	6.86 (6.25-7.44)	7.39 (6.70-8.04)	8.06 (7.27-8.80)	8.54 (7.67-9.36)
45-day	3.32 (3.03-3.62)	4.16 (3.81-4.54)	5.19 (4.74-5.66)	5.96 (5.44-6.49)	6.94 (6.33-7.57)	7.67 (6.98-8.35)	8.37 (7.60-9.15)	9.05 (8.19-9.91)	9.91 (8.92-10.9)	10.5 (9.44-11.6)
60-day	3.84 (3.50-4.21)	4.83 (4.40-5.30)	6.02 (5.48-6.60)	6.91 (6.28-7.56)	8.04 (7.30-8.81)	8.87 (8.03-9.73)	9.68 (8.73-10.6)	10.5 (9.39-11.5)	11.4 (10.2-12.6)	12.1 (10.8-13.4)

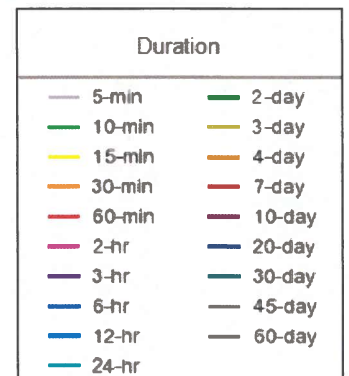
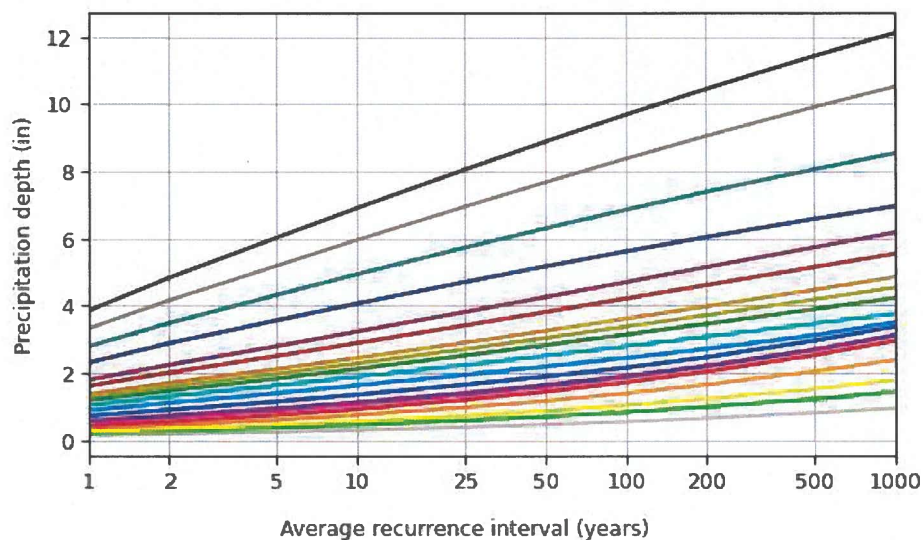
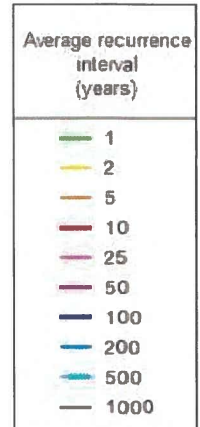
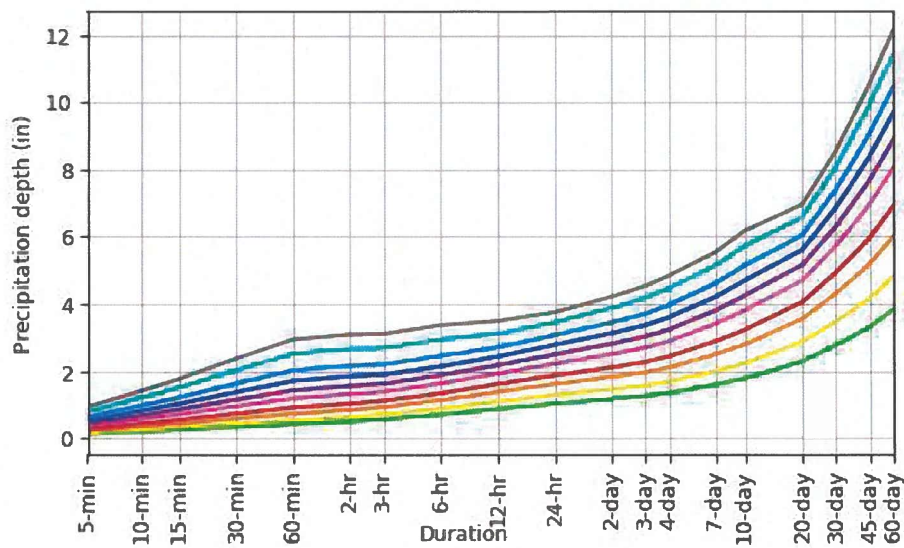
¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.

[Back to Top](#)

PF graphical

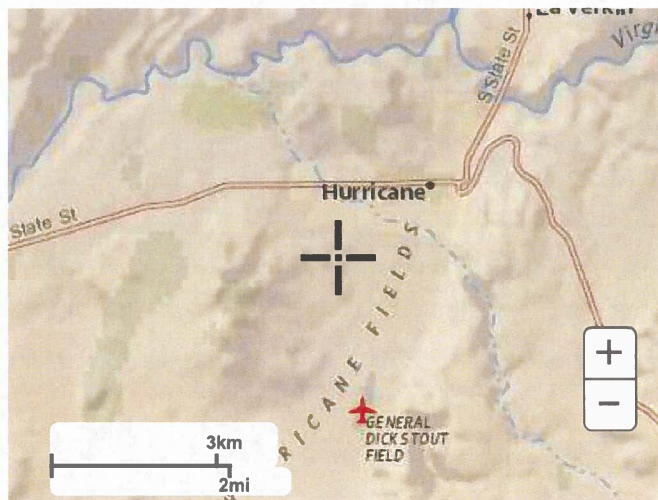
PDS-based depth-duration-frequency (DDF) curves

Latitude: 37.1641°, Longitude: -113.3112°

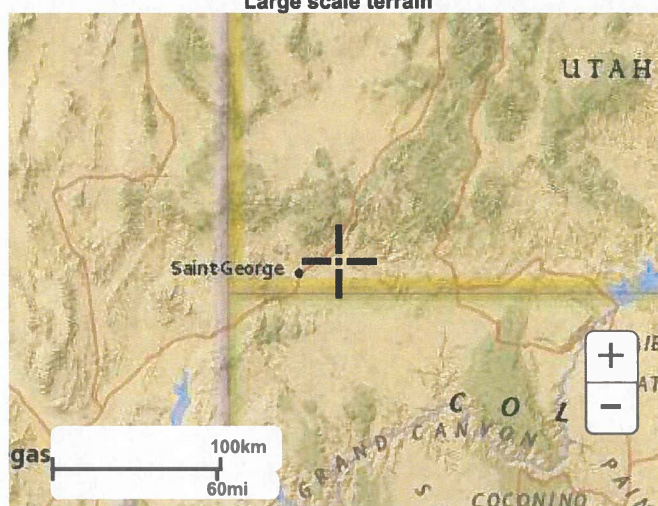
[Back to Top](#)

Maps & aeriels

Small scale terrain



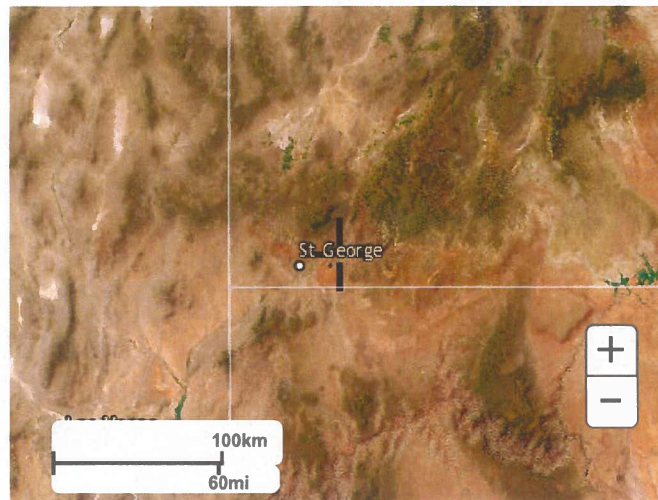
Large scale terrain



Large scale map



Large scale aerial



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APPENDIX B:

NRCS Soil Classification Data





United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for **Washington County Area, Utah**



October 19, 2023

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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Contents

Preface	2
How Soil Surveys Are Made	5
Soil Map	8
Soil Map.....	9
Legend.....	10
Map Unit Legend.....	11
Map Unit Descriptions.....	11
Washington County Area, Utah.....	13
HbC—Harrisburg fine sandy loam, 1 to 5 percent slopes.....	13
IAF—Isom cobbly sandy loam, 3 to 30 percent slopes.....	14
NkC—Nikey sandy loam, 1 to 3 percent slopes.....	15
SY—Stony colluvial land.....	16
Soil Information for All Uses	17
Soil Properties and Qualities.....	17
Soil Qualities and Features.....	17
Hydrologic Soil Group (Kolob View Subdivision).....	17
References	22

How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units).

Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

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scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

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identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



MAP INFORMATION

MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils

Soil Map Unit Polygons

Soil Map Unit Lines

Soil Map Unit Points

Special Point Features

Blowout

Borrow Pit

Clay Spot

Closed Depression

Gravel Pit

Gravelly Spot

Landfill

Lava Flow

Marsh or swamp

Mine or Quarry

Miscellaneous Water

Perennial Water

Rock Outcrop

Saline Spot

Sandy Spot

Severely Eroded Spot

Sinkhole

Slide or Slip

Sodic Spot

Water Features

Streams and Canals

Transportation

Rails

Interstate Highways

US Routes

Major Roads

Local Roads

Background

Aerial Photography

Soil Map Unit Features

Spill Area

Stony Spot

Very Stony Spot

Wet Spot

Other

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Washington County Area, Utah
Survey Area Data: Version 17, Sep 9, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 8, 2022—Sep 29, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
HbC	Harrisburg fine sandy loam, 1 to 5 percent slopes	4.7	43.5%
IAF	Isom cobbly sandy loam, 3 to 30 percent slopes	0.9	7.8%
NkC	Nikey sandy loam, 1 to 3 percent slopes	0.7	6.6%
SY	Stony colluvial land	4.6	42.1%
Totals for Area of Interest		10.9	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate

Custom Soil Resource Report

pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Washington County Area, Utah

HbC—Harrisburg fine sandy loam, 1 to 5 percent slopes

Map Unit Setting

National map unit symbol: j8dz
Elevation: 2,800 to 3,500 feet
Mean annual precipitation: 8 to 11 inches
Mean annual air temperature: 57 to 65 degrees F
Frost-free period: 190 to 195 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Harrisburg and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Harrisburg

Setting

Landform: Mesas
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Eolian deposits derived from tuff and/or eolian deposits derived from sandstone and siltstone over residuum weathered from sandstone

Typical profile

H1 - 0 to 2 inches: fine sandy loam
H2 - 2 to 26 inches: fine sandy loam
H3 - 26 to 35 inches: fine sandy loam
H4 - 35 to 39 inches: indurated

Properties and qualities

Slope: 1 to 5 percent
Depth to restrictive feature: 24 to 40 inches to petrocalcic
Drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately high (0.00 to 0.60 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 20 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: Low (about 4.2 inches)

Interpretive groups

Land capability classification (irrigated): 3e
Land capability classification (nonirrigated): 7e
Hydrologic Soil Group: B
Ecological site: R030XY110UT - Desert Loam (Creosotebush)
Hydric soil rating: No

Custom Soil Resource Report

Minor Components

Toquerville

Percent of map unit: 5 percent

Tobler

Percent of map unit: 4 percent

Pintura

Percent of map unit: 4 percent

Rock land

Percent of map unit: 2 percent

IAF—Isom cobbly sandy loam, 3 to 30 percent slopes

Map Unit Setting

National map unit symbol: j8f0

Elevation: 2,700 to 3,900 feet

Mean annual precipitation: 8 to 11 inches

Mean annual air temperature: 57 to 67 degrees F

Frost-free period: 175 to 195 days

Farmland classification: Not prime farmland

Map Unit Composition

Isom and similar soils: 90 percent

Minor components: 10 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Isom

Setting

Landform: Alluvial fans

Down-slope shape: Concave

Across-slope shape: Convex

Parent material: Cobbly alluvium derived from limestone, sandstone, and shale

Typical profile

H1 - 0 to 2 inches: very cobbly sandy loam

H2 - 2 to 10 inches: very cobbly sandy loam

H3 - 10 to 22 inches: very cobbly sandy loam

H4 - 22 to 60 inches: extremely cobbly sandy loam

Properties and qualities

Slope: 3 to 30 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

Runoff class: Low

Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00 in/hr)

Depth to water table: More than 80 inches

Custom Soil Resource Report

Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 60 percent
Gypsum, maximum content: 10 percent
Maximum salinity: Very slightly saline to slightly saline (2.0 to 4.0 mmhos/cm)
Sodium adsorption ratio, maximum: 5.0
Available water supply, 0 to 60 inches: Low (about 3.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: A
Ecological site: R030XY134UT - Desert Shallow Loam (Creosotebush)
Hydric soil rating: No

Minor Components

Shallow soils

Percent of map unit: 5 percent

Nickey

Percent of map unit: 5 percent

NkC—Nikey sandy loam, 1 to 3 percent slopes

Map Unit Setting

National map unit symbol: j8g0
Elevation: 2,650 to 3,350 feet
Mean annual precipitation: 8 to 11 inches
Mean annual air temperature: 59 to 62 degrees F
Frost-free period: 180 to 195 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Nikey and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Nikey

Setting

Landform: Alluvial fans
Down-slope shape: Concave
Across-slope shape: Convex
Parent material: Gravelly alluvium derived from limestone, sandstone, and shale

Typical profile

H1 - 0 to 3 inches: sandy loam
H2 - 3 to 26 inches: fine sandy loam
H3 - 26 to 38 inches: very gravelly loam
H4 - 38 to 46 inches: very gravelly loam

Custom Soil Resource Report

H5 - 46 to 60 inches: very gravelly loam

Properties and qualities

Slope: 1 to 3 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

Runoff class: Low

*Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.60 to 2.00 in/hr)*

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 30 percent

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Available water supply, 0 to 60 inches: Moderate (about 6.5 inches)

Interpretive groups

Land capability classification (irrigated): 2e

Land capability classification (nonirrigated): 7e

Hydrologic Soil Group: B

Ecological site: R030XY110UT - Desert Loam (Creosotebush)

Hydric soil rating: No

Minor Components

Tobler

Percent of map unit: 5 percent

Laverkin

Percent of map unit: 5 percent

Isom

Percent of map unit: 5 percent

SY—Stony colluvial land

Map Unit Composition

Stony colluvial land: 100 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Soil Information for All Uses

Soil Properties and Qualities

The Soil Properties and Qualities section includes various soil properties and qualities displayed as thematic maps with a summary table for the soil map units in the selected area of interest. A single value or rating for each map unit is generated by aggregating the interpretive ratings of individual map unit components. This aggregation process is defined for each property or quality.

Soil Qualities and Features

Soil qualities are behavior and performance attributes that are not directly measured, but are inferred from observations of dynamic conditions and from soil properties. Example soil qualities include natural drainage, and frost action. Soil features are attributes that are not directly part of the soil. Example soil features include slope and depth to restrictive layer. These features can greatly impact the use and management of the soil.

Hydrologic Soil Group (Kolob View Subdivision)

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Custom Soil Resource Report

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

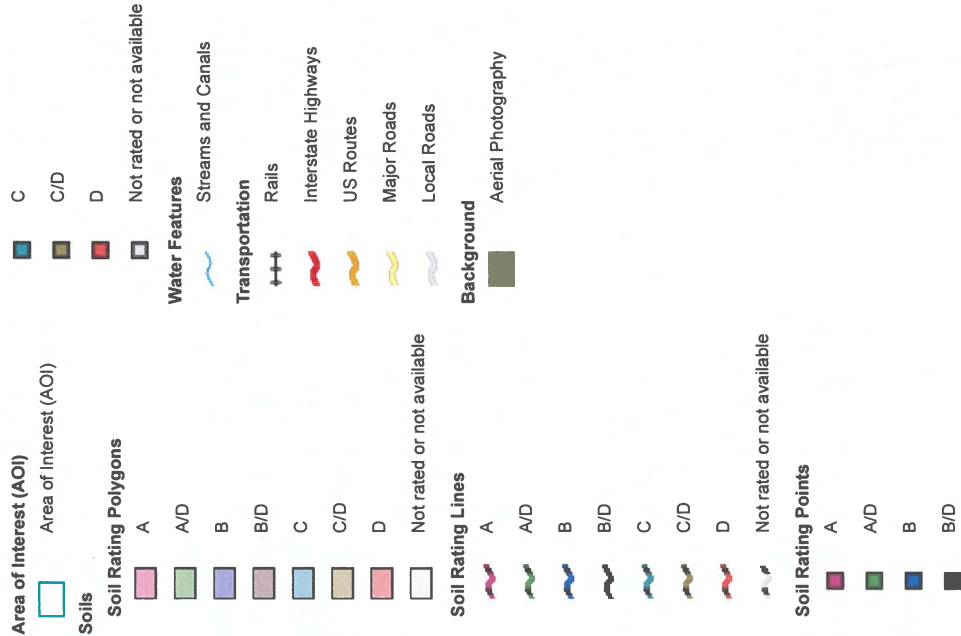
If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

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Map—Hydrologic Soil Group (Kolob View Subdivision)



MAP LEGEND



MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Washington County Area, Utah
Survey Area Data: Version 17, Sep 9, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 8, 2022—Sep 29, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

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Table—Hydrologic Soil Group (Kolob View Subdivision)

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
HbC	Harrisburg fine sandy loam, 1 to 5 percent slopes	B	4.7	43.5%
IAF	Isom cobbly sandy loam, 3 to 30 percent slopes	A	0.9	7.8%
NkC	Nikey sandy loam, 1 to 3 percent slopes	B	0.7	6.6%
SY	Stony colluvial land		4.6	42.1%
Totals for Area of Interest			10.9	100.0%

Rating Options—Hydrologic Soil Group (Kolob View Subdivision)

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

References

- American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.
- American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.
- Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. Classification of wetlands and deep-water habitats of the United States. U.S. Fish and Wildlife Service FWS/OBS-79/31.
- Federal Register. July 13, 1994. Changes in hydric soils of the United States.
- Federal Register. September 18, 2002. Hydric soils of the United States.
- Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.
- National Research Council. 1995. Wetlands: Characteristics and boundaries.
- Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_054262
- Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service, U.S. Department of Agriculture Handbook 436. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053577
- Soil Survey Staff. 2010. Keys to soil taxonomy. 11th edition. U.S. Department of Agriculture, Natural Resources Conservation Service. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053580
- Tiner, R.W., Jr. 1985. Wetlands of Delaware. U.S. Fish and Wildlife Service and Delaware Department of Natural Resources and Environmental Control, Wetlands Section.
- United States Army Corps of Engineers, Environmental Laboratory. 1987. Corps of Engineers wetlands delineation manual. Waterways Experiment Station Technical Report Y-87-1.
- United States Department of Agriculture, Natural Resources Conservation Service. National forestry manual. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2_053374
- United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. <http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelpdb1043084>

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United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242

United States Department of Agriculture, Natural Resources Conservation Service. 2006. Land resource regions and major land resource areas of the United States, the Caribbean, and the Pacific Basin. U.S. Department of Agriculture Handbook 296. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053624

United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052290.pdf

APPENDIX C:

Additional Reports

- Minimum Outflow Pipe Size
- Storm Inlet Calculations
- Gutter Cross Section Calculations
- Orifice Weir Calculations



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

Monday, Nov 27 2023

Bsin 1 @ 10% Grade

Gutter

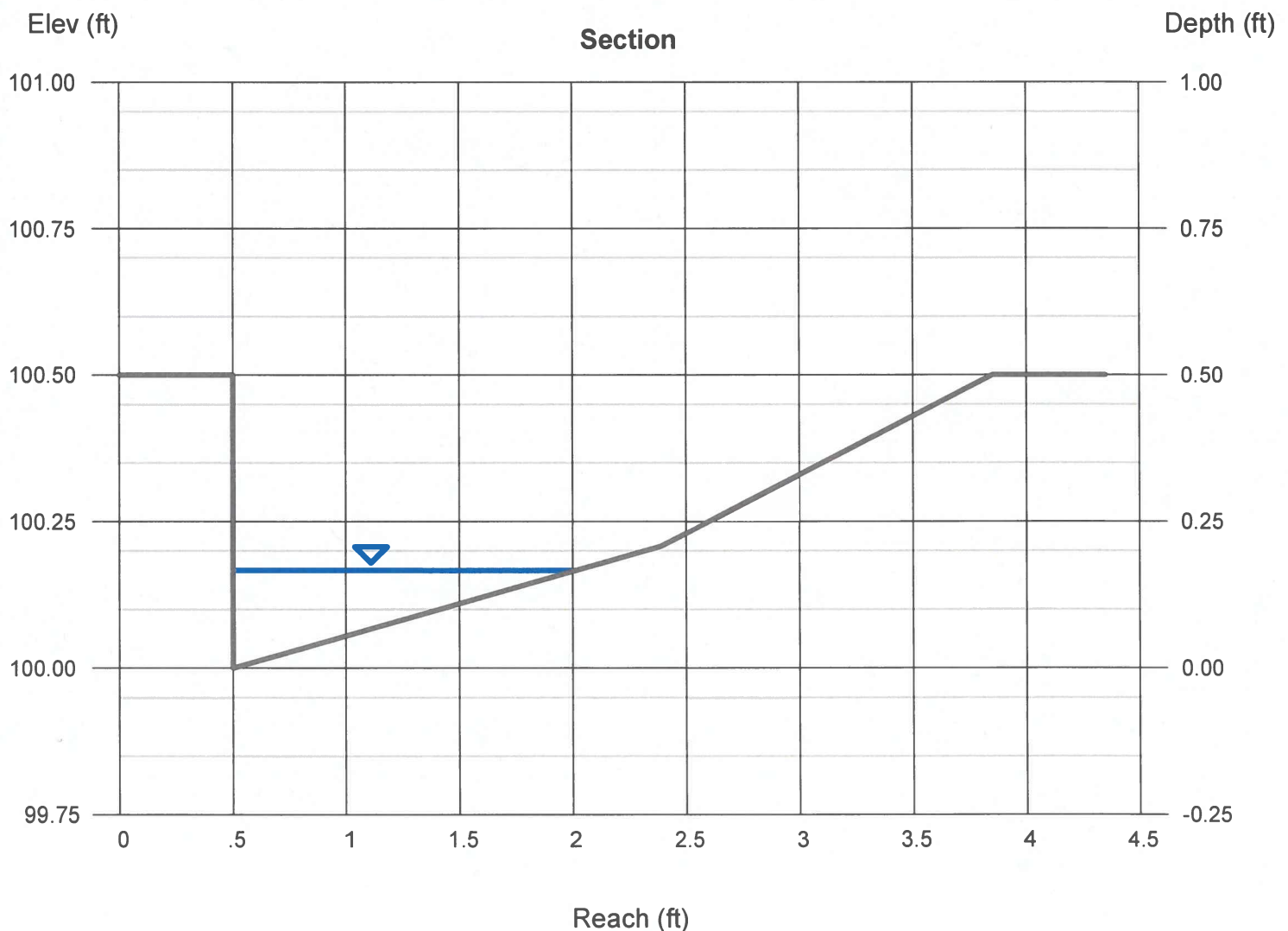
Cross Sl, Sx (ft/ft) = 0.200
Cross Sl, Sw (ft/ft) = 0.110
Gutter Width (ft) = 1.89
Invert Elev (ft) = 100.00
Slope (%) = 10.00
N-Value = 0.160

Calculations

Compute by: Q vs Depth
No. Increments = 3

Highlighted

Depth (ft) = 0.17
Q (cfs) = 0.084
Area (sqft) = 0.13
Velocity (ft/s) = 0.67
Wetted Perim (ft) = 1.69
Crit Depth, Yc (ft) = 0.12
Spread Width (ft) = 1.52
EGL (ft) = 0.17



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

Monday, Nov 27 2023

Bsin 1 @ 10% Grade

Gutter

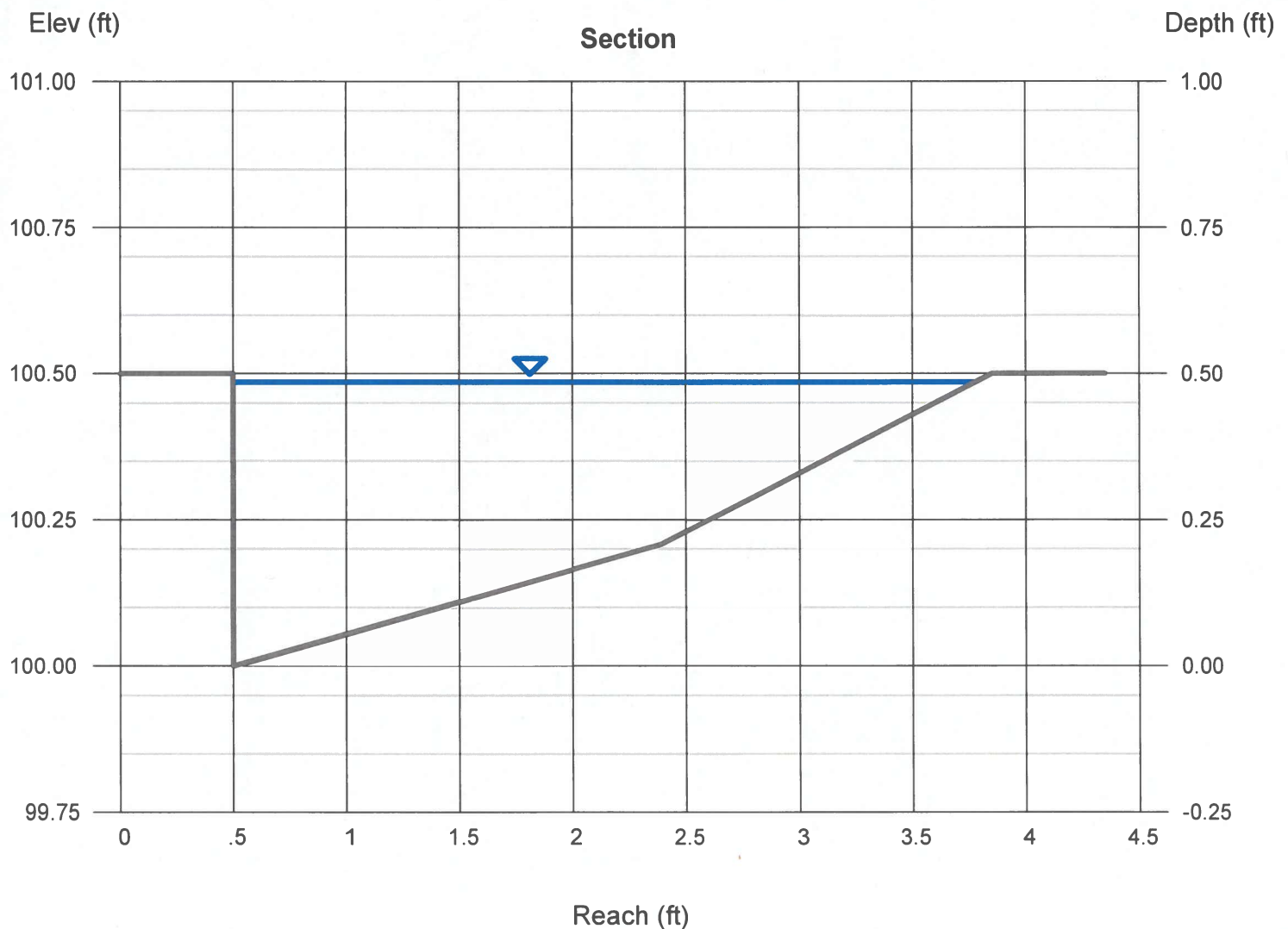
Cross Sl, Sx (ft/ft) = 0.200
Cross Sl, Sw (ft/ft) = 0.110
Gutter Width (ft) = 1.89
Invert Elev (ft) = 100.00
Slope (%) = 10.00
N-Value = 0.160

Highlighted

Depth (ft) = 0.48
Q (cfs) = 1.306
Area (sqft) = 0.91
Velocity (ft/s) = 1.43
Wetted Perim (ft) = 3.80
Crit Depth, Yc (ft) = 0.36
Spread Width (ft) = 3.28
EGL (ft) = 0.52

Calculations

Compute by: Known Q
Known Q (cfs) = 1.31



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

Monday, Nov 27 2023

Bsin 1 @ 3% Grade

Gutter

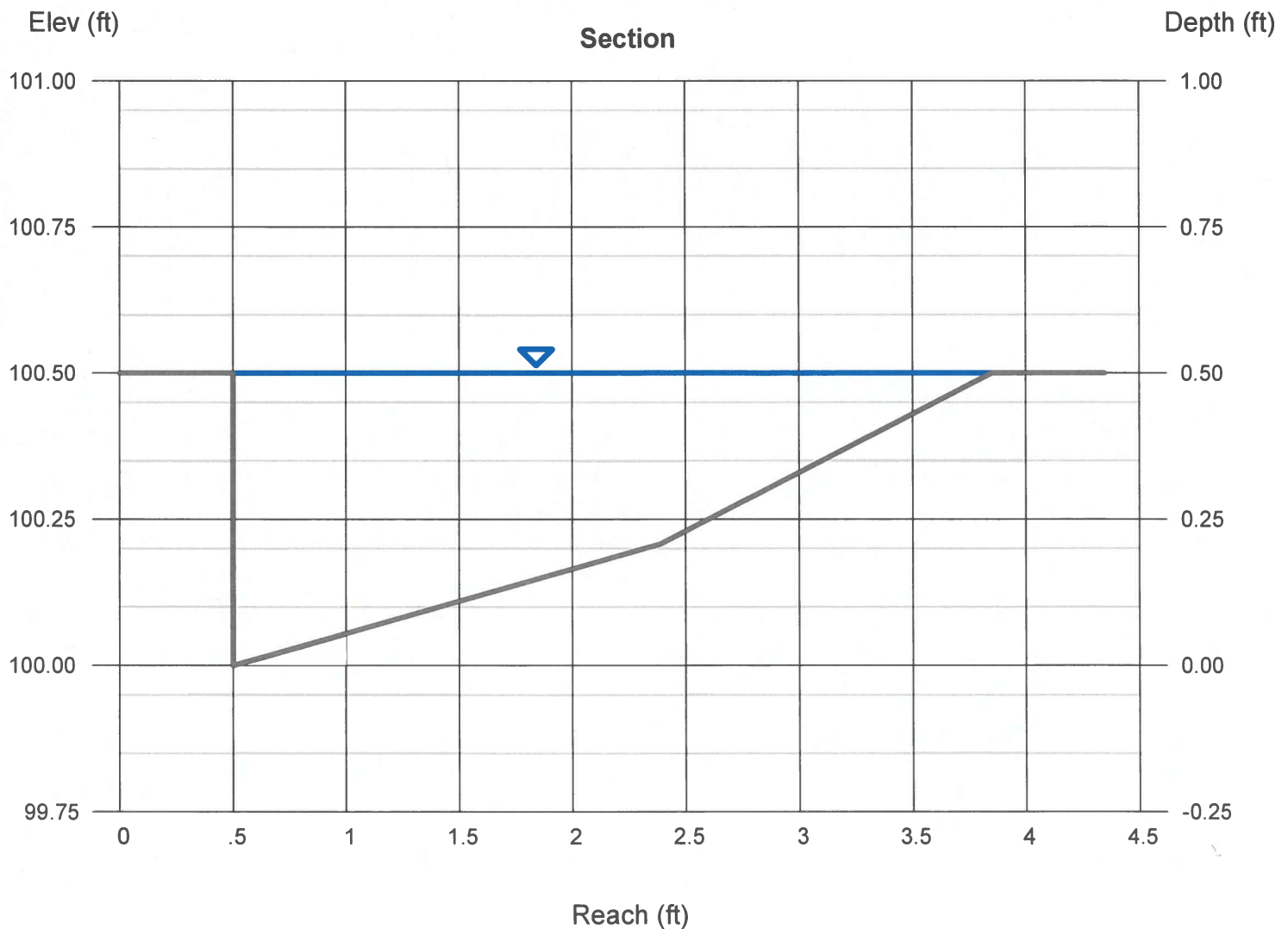
Cross Sl, Sx (ft/ft) = 0.200
Cross Sl, Sw (ft/ft) = 0.110
Gutter Width (ft) = 1.89
Invert Elev (ft) = 100.00
Slope (%) = 3.00
N-Value = 0.160

Highlighted

Depth (ft) = 0.50
Q (cfs) = 0.773
Area (sqft) = 0.96
Velocity (ft/s) = 0.80
Wetted Perim (ft) = 3.89
Crit Depth, Yc (ft) = 0.29
Spread Width (ft) = 3.35
EGL (ft) = 0.51

Calculations

Compute by: Q vs Depth
No. Increments = 1



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

Monday, Nov 27 2023

Bsin 1 @ 1.5% Grade

Gutter

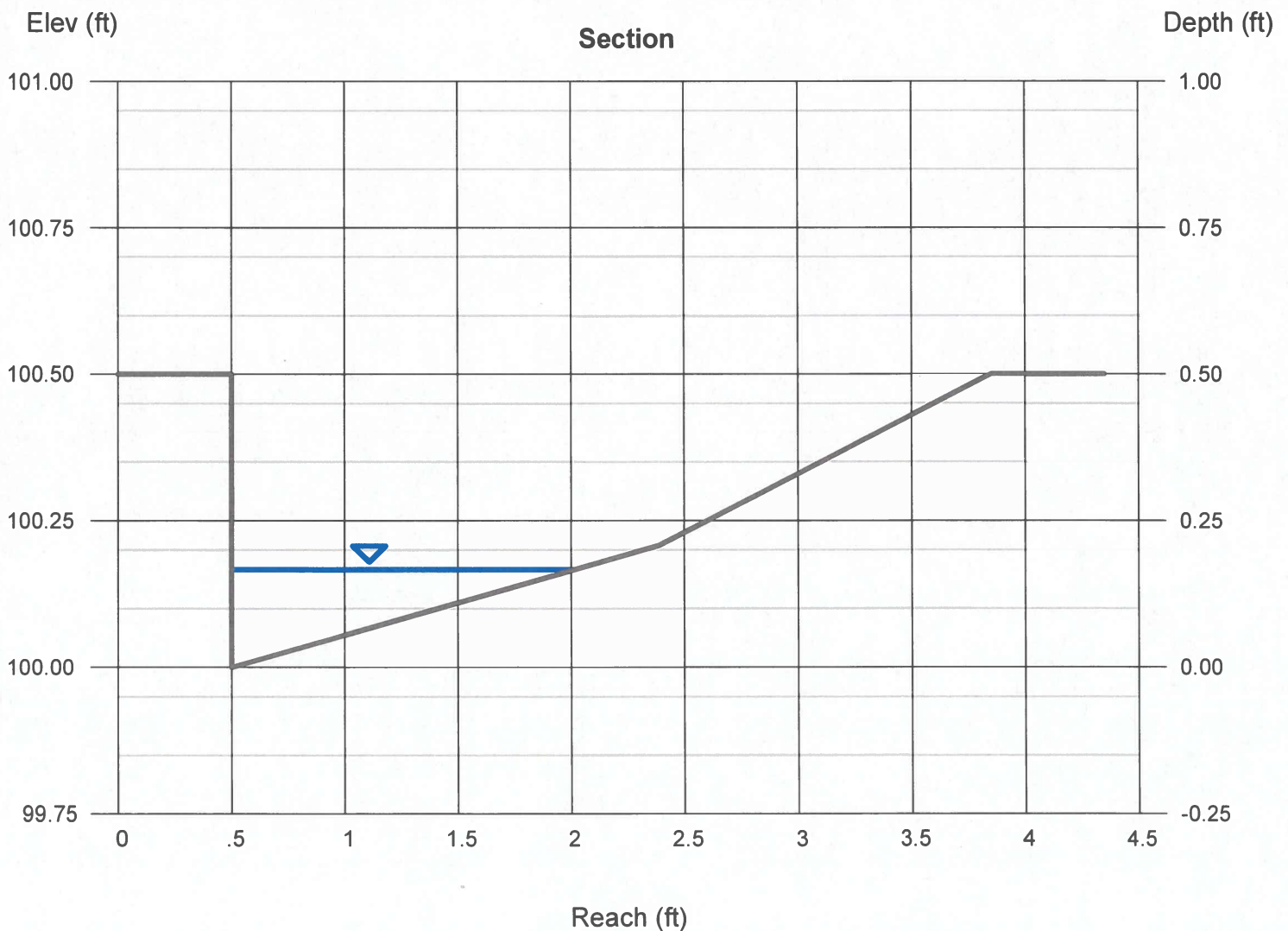
Cross Sl, Sx (ft/ft) = 0.200
Cross Sl, Sw (ft/ft) = 0.110
Gutter Width (ft) = 1.89
Invert Elev (ft) = 100.00
Slope (%) = 1.50
N-Value = 0.160

Highlighted

Depth (ft) = 0.17
Q (cfs) = 0.033
Area (sqft) = 0.13
Velocity (ft/s) = 0.26
Wetted Perim (ft) = 1.69
Crit Depth, Yc (ft) = 0.08
Spread Width (ft) = 1.52
EGL (ft) = 0.17

Calculations

Compute by: Q vs Depth
No. Increments = 3



Inlet Report

Basin 1 Catch Basin 1

Grate Inlet

Location	= On grade
Curb Length (ft)	= 2.00
Throat Height (in)	= -0-
Grate Area (sqft)	= -0-
Grate Width (ft)	= 2.00
Grate Length (ft)	= 4.00

Gutter

Slope, Sw (ft/ft)	= 0.080
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= -0-
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 10.00
Gutter n-value	= 0.016

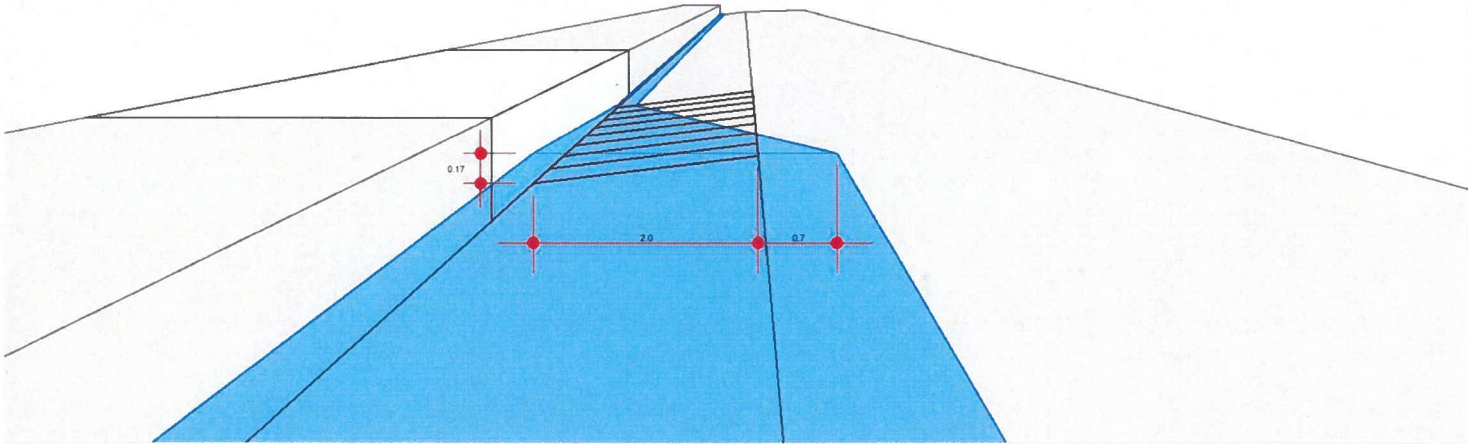
Calculations

Compute by:	Known Q
Q (cfs)	= 1.31

Highlighted

Q Total (cfs)	= 1.31
Q Capt (cfs)	= 1.30
Q Bypass (cfs)	= 0.01
Depth at Inlet (in)	= 2.09
Efficiency (%)	= 100
Gutter Spread (ft)	= 2.70
Gutter Vel (ft/s)	= 6.79
Bypass Spread (ft)	= 0.28
Bypass Depth (in)	= 0.27

All dimensions in feet



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

Monday, Nov 27 2023

Basin 2 - 10 Peak Discharge

Gutter

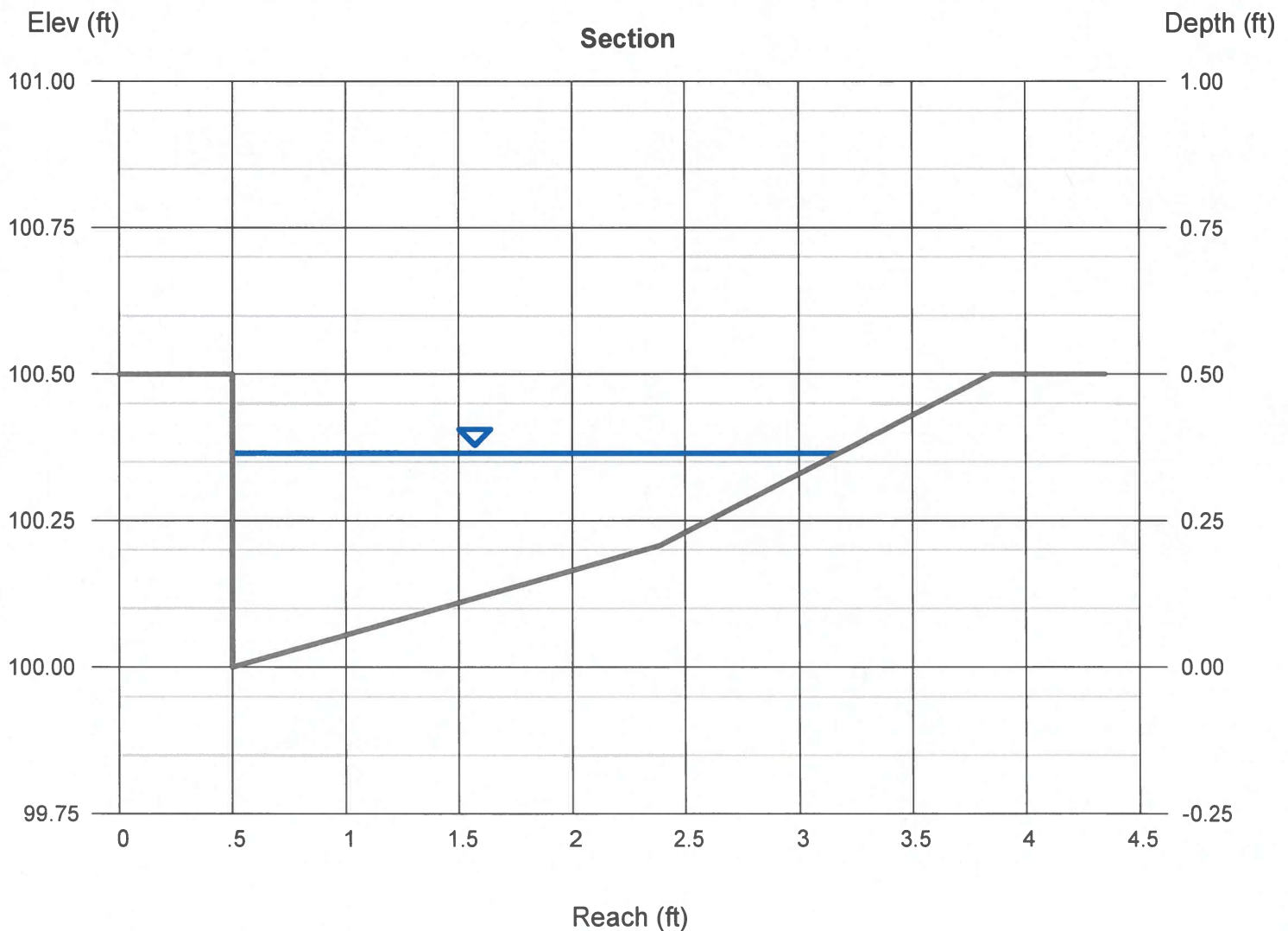
Cross Sl, Sx (ft/ft) = 0.200
Cross Sl, Sw (ft/ft) = 0.110
Gutter Width (ft) = 1.89
Invert Elev (ft) = 100.00
Slope (%) = 0.50
N-Value = 0.110

Calculations

Compute by: Known Q
Known Q (cfs) = 0.21

Highlighted

Depth (ft) = 0.36
Q (cfs) = 0.210
Area (sqft) = 0.56
Velocity (ft/s) = 0.38
Wetted Perim (ft) = 3.07
Crit Depth, Yc (ft) = 0.17
Spread Width (ft) = 2.68
EGL (ft) = 0.37



Inlet Report

Basin 2 - 10 Catch Basin Capacity

Grate Inlet

Location	= On grade
Curb Length (ft)	= -0-
Throat Height (in)	= -0-
Grate Area (sqft)	= -0-
Grate Width (ft)	= 2.00
Grate Length (ft)	= 4.00

Gutter

Slope, Sw (ft/ft)	= 0.080
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= -0-
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.50
Gutter n-value	= 0.016

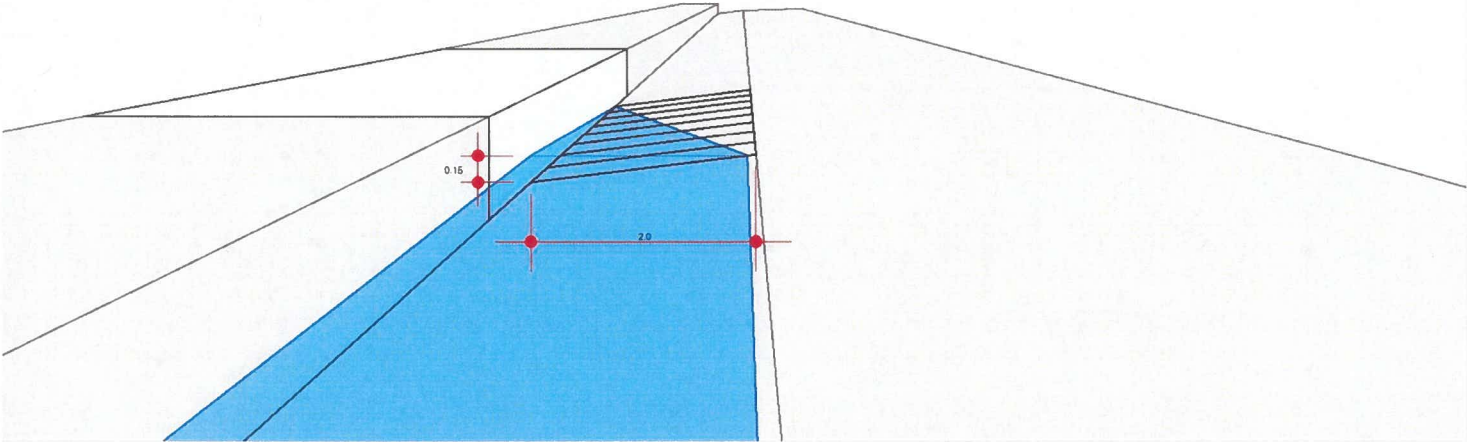
Calculations

Compute by:	Known Q
Q (cfs)	= 0.21

Highlighted

Q Total (cfs)	= 0.21
Q Capt (cfs)	= 0.21
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 1.85
Efficiency (%)	= 100
Gutter Spread (ft)	= 1.92
Gutter Vel (ft/s)	= 1.42
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-

All dimensions in feet



APPENDIX D:

Exhibits and Drawings

- Existing Drainage Hydrology
- Proposed Drainage Hydrology
- Drainage Basin Plan



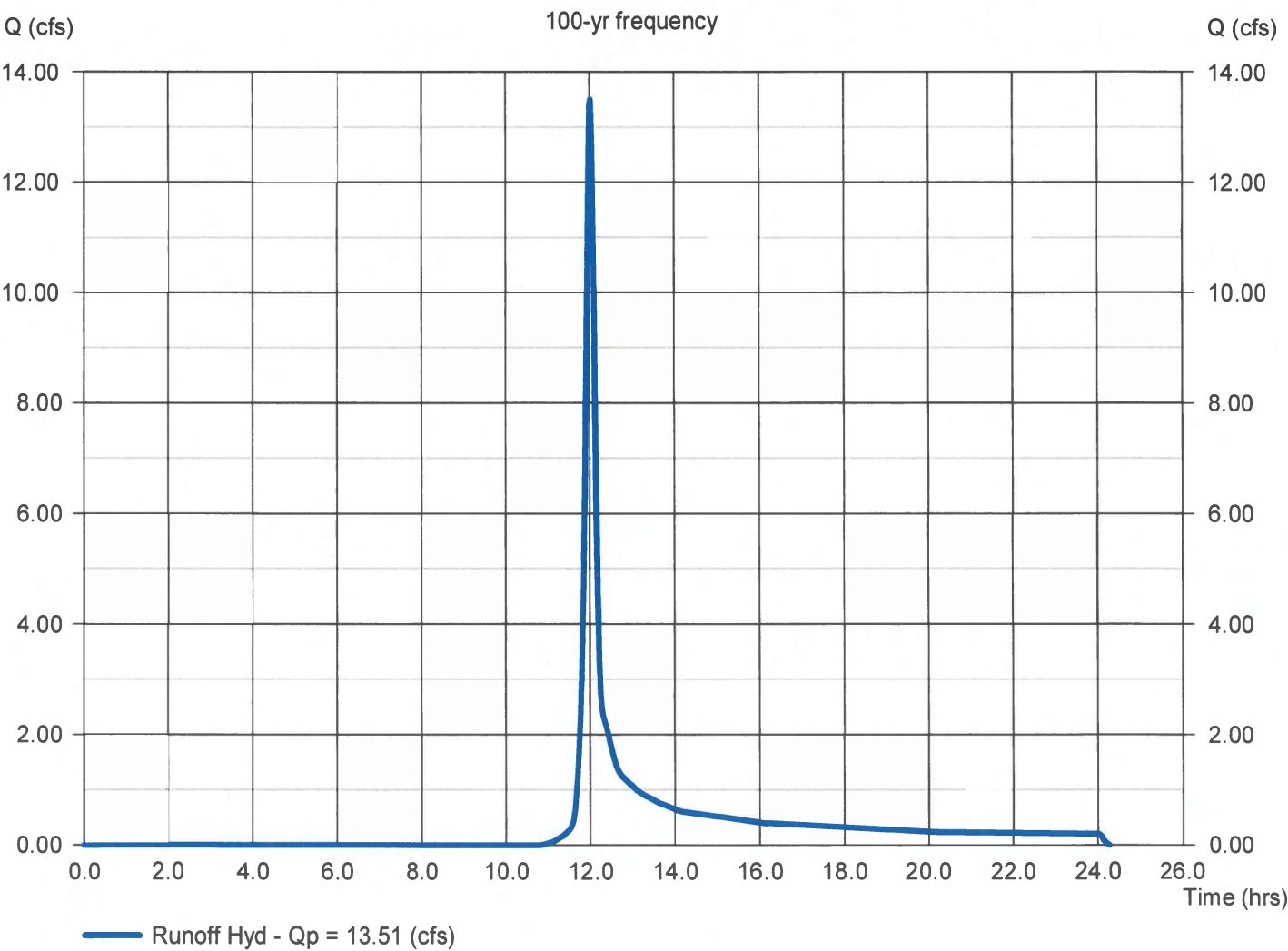
Hydrology Report

Existing Basin 100 Yr

Hydrograph type	=	SCS	Peak discharge (cfs)	=	13.51
Storm frequency (yrs)	=	100	Time interval (min)	=	1
Drainage area (ac)	=	9.730	Curve number (CN)	=	77
Basin Slope (%)	=	See Worksheet	Hydraulic length (ft)	=	See Worksheet
Tc method	=	TR55	Time of conc. (min)	=	11
Total precip. (in)	=	2.79	Storm Distribution	=	Type II
Storm duration (hrs)	=	24	Shape factor	=	484

Hydrograph Volume = 33,368 (cuft); 0.766 (acft)

Runoff Hydrograph



TR55 Tc Worksheet

Hydraflow Express by Intelisolve

SCS

Existing Basin 100 Yr

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 0.0	0.0	0.0	
Two-year 24-hr precip. ((in))	= 0.00	0.00	0.00	
Land slope (%)	= 0.00	0.00	0.00	
Travel Time (min)	= 0.00	+	0.00	+
			0.00	= 0.00
Shallow Concentrated Flow				
Flow length (ft)	= 2365.00	0.00	0.00	
Watercourse slope (%)	= 5.00	0.00	0.00	
Surface description	= Unpaved	Paved	Paved	
Average velocity (ft/s)	= 3.61	0.00	0.00	
Travel Time (min)	= 10.93	+	0.00	+
			0.00	= 10.93
Channel Flow				
X sectional flow area ((sqft))	= 0.00	0.00	0.00	
Wetted perimeter ((ft))	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.015	0.015	0.015	
Velocity (ft/s)	= 0.00	0.00	0.00	
Flow length (ft)	= 0.0	0.0	0.0	
Travel Time (min)	= 0	+	0	+
			0	= 0.00
Total Travel Time, Tc				11.00 min

Hydrology Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

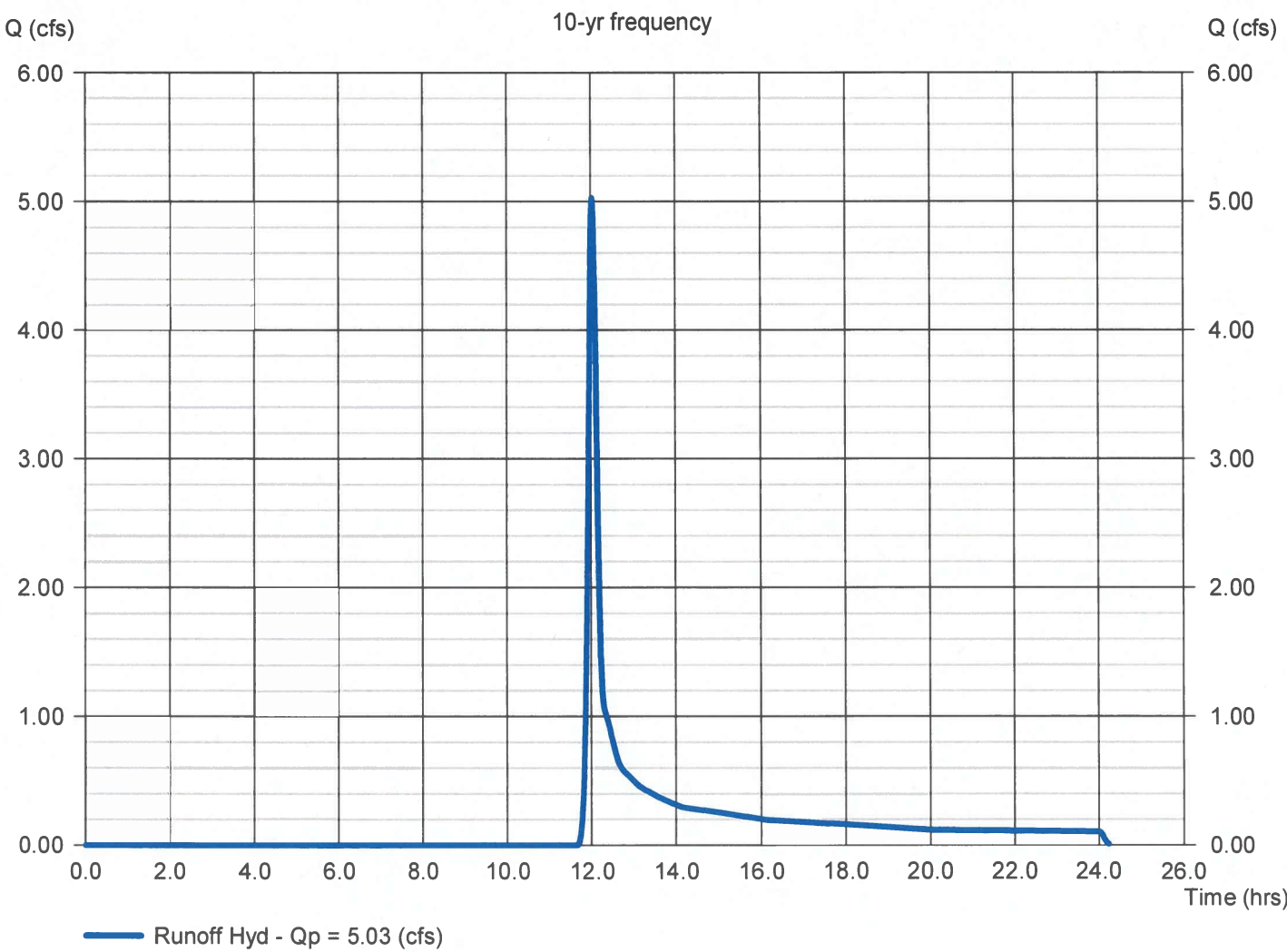
Wednesday, Nov 22 2023

Existing Basin 10 Yr

Hydrograph type	=	SCS	Peak discharge (cfs)	=	5.029
Storm frequency (yrs)	=	10	Time interval (min)	=	1
Drainage area (ac)	=	9.730	Curve number (CN)	=	77
Basin Slope (%)	=	See Worksheet	Hydraulic length (ft)	=	See Worksheet
Tc method	=	TR55	Time of conc. (min)	=	11
Total precip. (in)	=	1.88	Storm Distribution	=	Type II
Storm duration (hrs)	=	24	Shape factor	=	484

Hydrograph Volume = 13,851 (cuft); 0.318 (acft)

Runoff Hydrograph



TR55 Tc Worksheet

Hydraflow Express by Intelisolve

SCS

Existing Basin 10 Yr

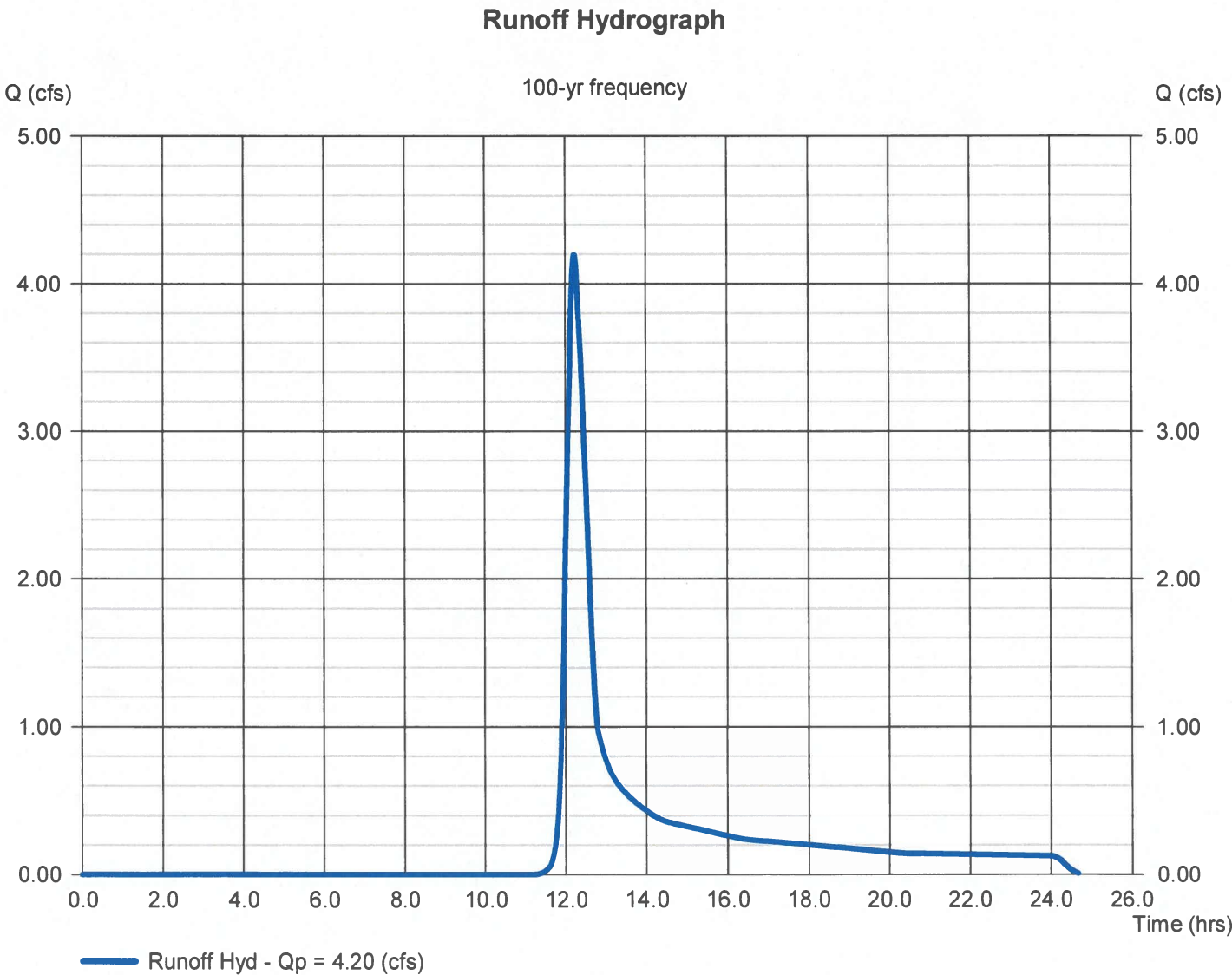
<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 0.0	0.0	0.0	
Two-year 24-hr precip. ((in))	= 0.00	0.00	0.00	
Land slope (%)	= 0.00	0.00	0.00	
Travel Time (min)	= 0.00	+	0.00	+
			0.00	= 0.00
Shallow Concentrated Flow				
Flow length (ft)	= 2365.00	0.00	0.00	
Watercourse slope (%)	= 5.00	0.00	0.00	
Surface description	= Unpaved	Paved	Paved	
Average velocity (ft/s)	= 3.61	0.00	0.00	
Travel Time (min)	= 10.93	+	0.00	+
			0.00	= 10.93
Channel Flow				
X sectional flow area ((sqft))	= 0.00	0.00	0.00	
Wetted perimeter ((ft))	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.015	0.015	0.015	
Velocity (ft/s)	= 0.00	0.00	0.00	
Flow length (ft)	= 0.0	0.0	0.0	
Travel Time (min)	= 0	+	0	+
			0	= 0.00
Total Travel Time, Tc				11.00 min

Hydrology Report

Basin 1 100 Yr

Hydrograph type	=	SCS	Peak discharge (cfs)	=	4.198
Storm frequency (yrs)	=	100	Time interval (min)	=	1
Drainage area (ac)	=	6.340	Curve number (CN)	=	75
Basin Slope (%)	=	See Worksheet	Hydraulic length (ft)	=	See Worksheet
Tc method	=	TR55	Time of conc. (min)	=	32
Total precip. (in)	=	2.79	Storm Distribution	=	Type II
Storm duration (hrs)	=	24	Shape factor	=	484

Hydrograph Volume = 19,140 (cuft); 0.439 (acft)



TR55 Tc Worksheet

Hydraflow Express by Intelisolve

SCS

Basin 1 100 Yr

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 125.0	0.0	0.0	
Two-year 24-hr precip. ((in))	= 1.30	0.00	0.00	
Land slope (%)	= 2.00	0.00	0.00	
Travel Time (min)	= 26.76	+	0.00	+
			0.00	= 26.76
Shallow Concentrated Flow				
Flow length (ft)	= 501.00	311.00	156.00	
Watercourse slope (%)	= 3.00	1.50	10.00	
Surface description	= Unpaved	Paved	Paved	
Average velocity (ft/s)	= 2.79	2.49	6.43	
Travel Time (min)	= 2.99	+	2.08	+
			0.40	= 5.47
Channel Flow				
X sectional flow area ((sqft))	= 0.00	0.00	0.00	
Wetted perimeter ((ft))	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.015	0.015	0.015	
Velocity (ft/s)	= 0.00	0.00	0.00	
Flow length (ft)	= 0.0	0.0	0.0	
Travel Time (min)	= 0	+	0	+
			0	= 0.00
Total Travel Time, Tc				32.00 min

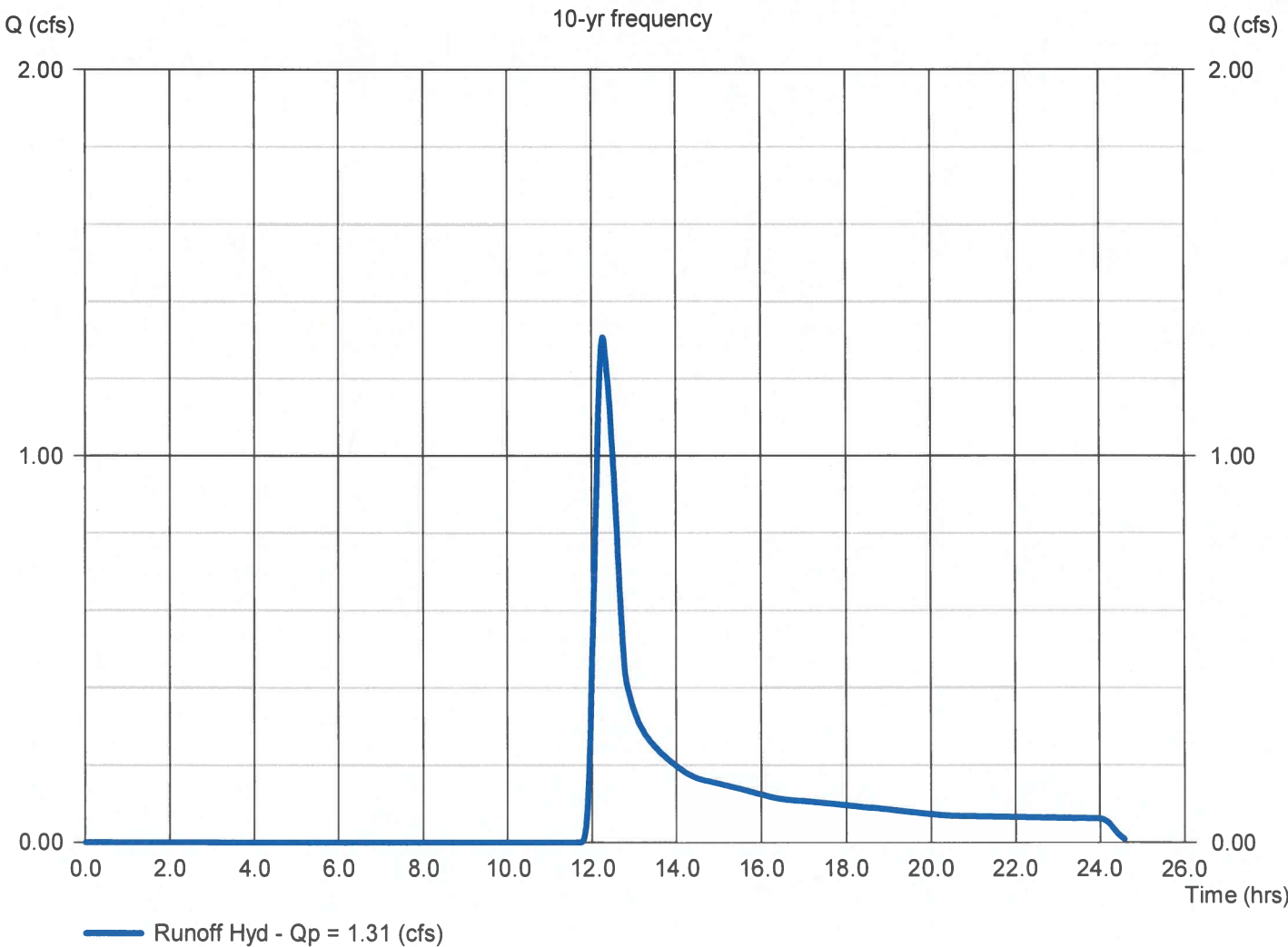
Hydrology Report

Basin 1 10 Yr

Hydrograph type	=	SCS	Peak discharge (cfs)	=	1.306
Storm frequency (yrs)	=	10	Time interval (min)	=	1
Drainage area (ac)	=	6.340	Curve number (CN)	=	75
Basin Slope (%)	=	See Worksheet	Hydraulic length (ft)	=	See Worksheet
Tc method	=	TR55	Time of conc. (min)	=	32
Total precip. (in)	=	1.88	Storm Distribution	=	Type II
Storm duration (hrs)	=	24	Shape factor	=	484

Hydrograph Volume = 7,501 (cuft); 0.172 (acft)

Runoff Hydrograph



TR55 Tc Worksheet

Hydraflow Express by Intelisolve

SCS

Basin 1 10 Yr

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 125.0	0.0	0.0	
Two-year 24-hr precip. ((in))	= 1.30	0.00	0.00	
Land slope (%)	= 2.00	0.00	0.00	
Travel Time (min)	= 26.76	+	0.00	+
			0.00	= 26.76
Shallow Concentrated Flow				
Flow length (ft)	= 501.00	311.00	156.00	
Watercourse slope (%)	= 3.00	1.50	10.00	
Surface description	= Unpaved	Paved	Paved	
Average velocity (ft/s)	= 2.79	2.49	6.43	
Travel Time (min)	= 2.99	+	2.08	+
			0.40	= 5.47
Channel Flow				
X sectional flow area ((sqft))	= 0.00	0.00	0.00	
Wetted perimeter ((ft))	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.015	0.015	0.015	
Velocity (ft/s)	= 0.00	0.00	0.00	
Flow length (ft)	= 0.0	0.0	0.0	
Travel Time (min)	= 0	+	0	+
			0	= 0.00
Total Travel Time, Tc				32.00 min

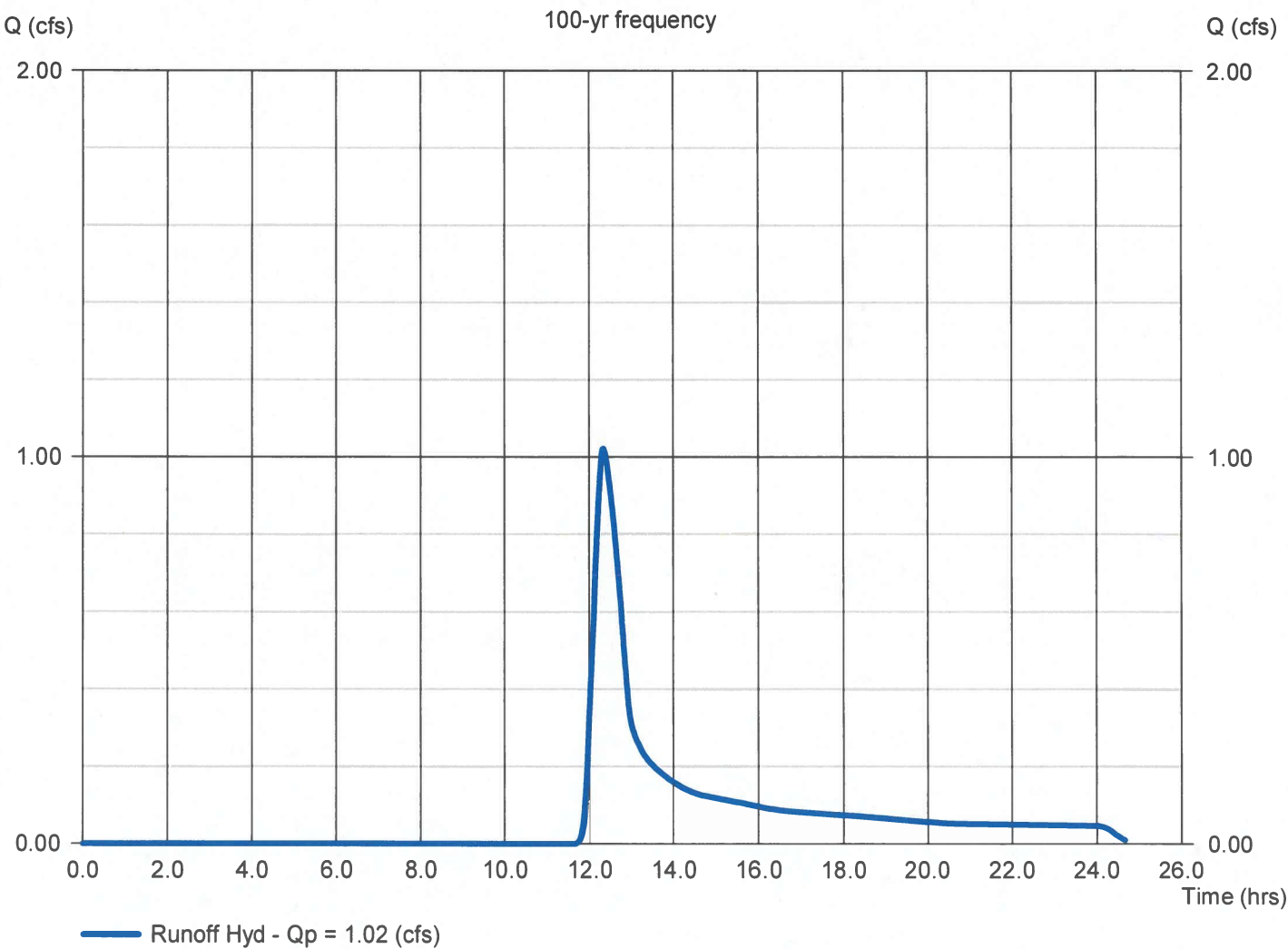
Hydrology Report

Basin 2 100 Yr

Hydrograph type	= SCS	Peak discharge (cfs)	= 1.022
Storm frequency (yrs)	= 100	Time interval (min)	= 1
Drainage area (ac)	= 2.830	Curve number (CN)	= 70
Basin Slope (%)	= See Worksheet	Hydraulic length (ft)	= See Worksheet
Tc method	= TR55	Time of conc. (min)	= 40
Total precip. (in)	= 2.79	Storm Distribution	= Type II
Storm duration (hrs)	= 24	Shape factor	= 484

Hydrograph Volume = 6,172 (cuft); 0.142 (acft)

Runoff Hydrograph



TR55 Tc Worksheet

Hydraflow Express by Intelisolve

SCS

Basin 2 100 Yr

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 266.0	0.0	0.0	
Two-year 24-hr precip. ((in))	= 1.30	0.00	0.00	
Land slope (%)	= 5.00	0.00	0.00	
Travel Time (min)	= 33.94	+	0.00	+
			0.00	= 33.94
Shallow Concentrated Flow				
Flow length (ft)	= 536.00	0.00	0.00	
Watercourse slope (%)	= 0.50	0.00	0.00	
Surface description	= Paved	Paved	Paved	
Average velocity (ft/s)	= 1.44	0.00	0.00	
Travel Time (min)	= 6.21	+	0.00	+
			0.00	= 6.21
Channel Flow				
X sectional flow area ((sqft))	= 0.00	0.00	0.00	
Wetted perimeter ((ft))	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.015	0.015	0.015	
Velocity (ft/s)	= 0.00	0.00	0.00	
Flow length (ft)	= 0.0	0.0	0.0	
Travel Time (min)	= 0	+	0	+
			0	= 0.00
Total Travel Time, Tc				40.00 min

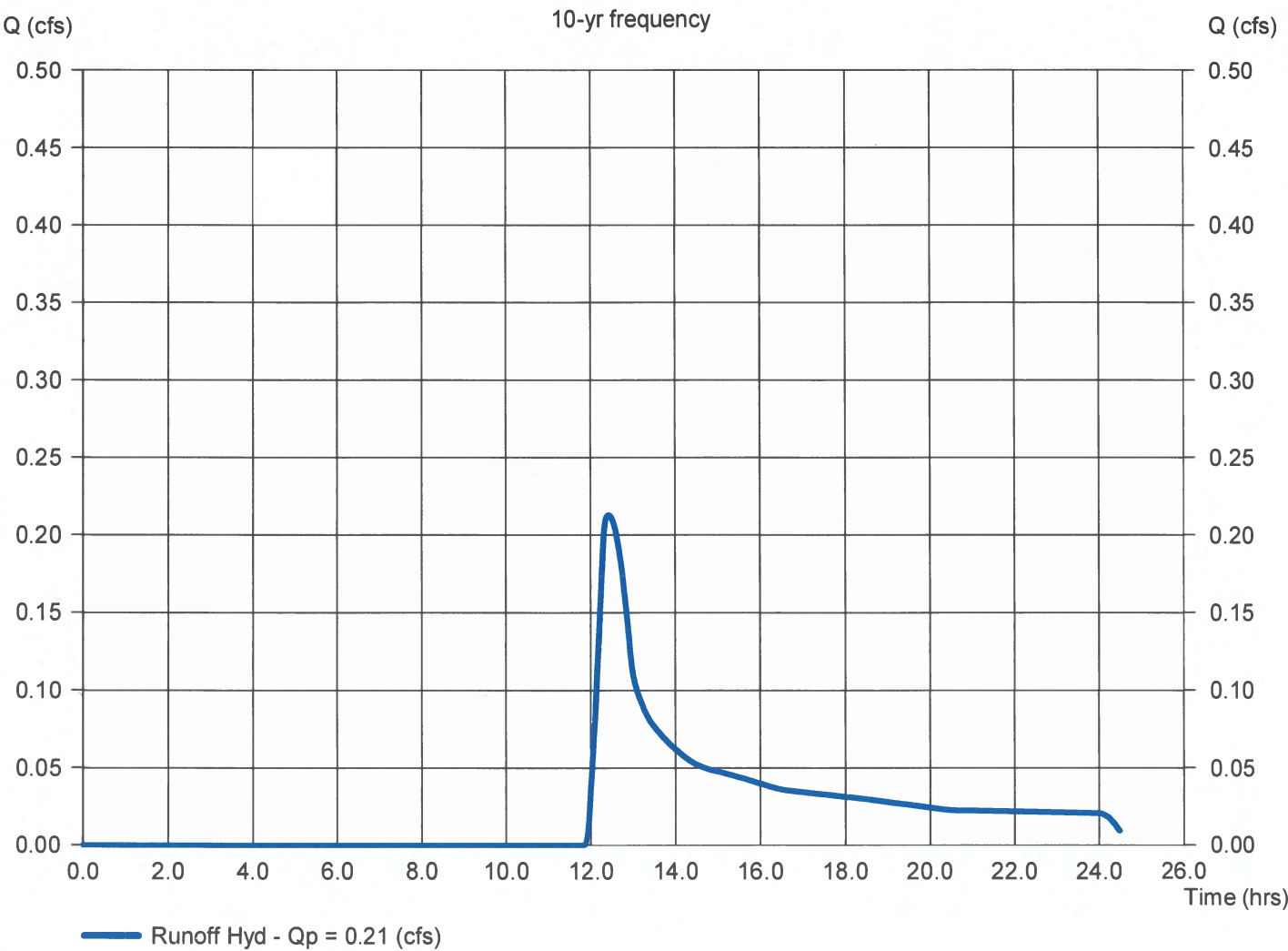
Hydrology Report

Basin 2 10 Yr

Hydrograph type	= SCS	Peak discharge (cfs)	= 0.213
Storm frequency (yrs)	= 10	Time interval (min)	= 1
Drainage area (ac)	= 2.830	Curve number (CN)	= 70
Basin Slope (%)	= See Worksheet	Hydraulic length (ft)	= See Worksheet
Tc method	= TR55	Time of conc. (min)	= 40
Total precip. (in)	= 1.88	Storm Distribution	= Type II
Storm duration (hrs)	= 24	Shape factor	= 484

Hydrograph Volume = 2,024 (cuft); 0.046 (acft)

Runoff Hydrograph



TR55 Tc Worksheet

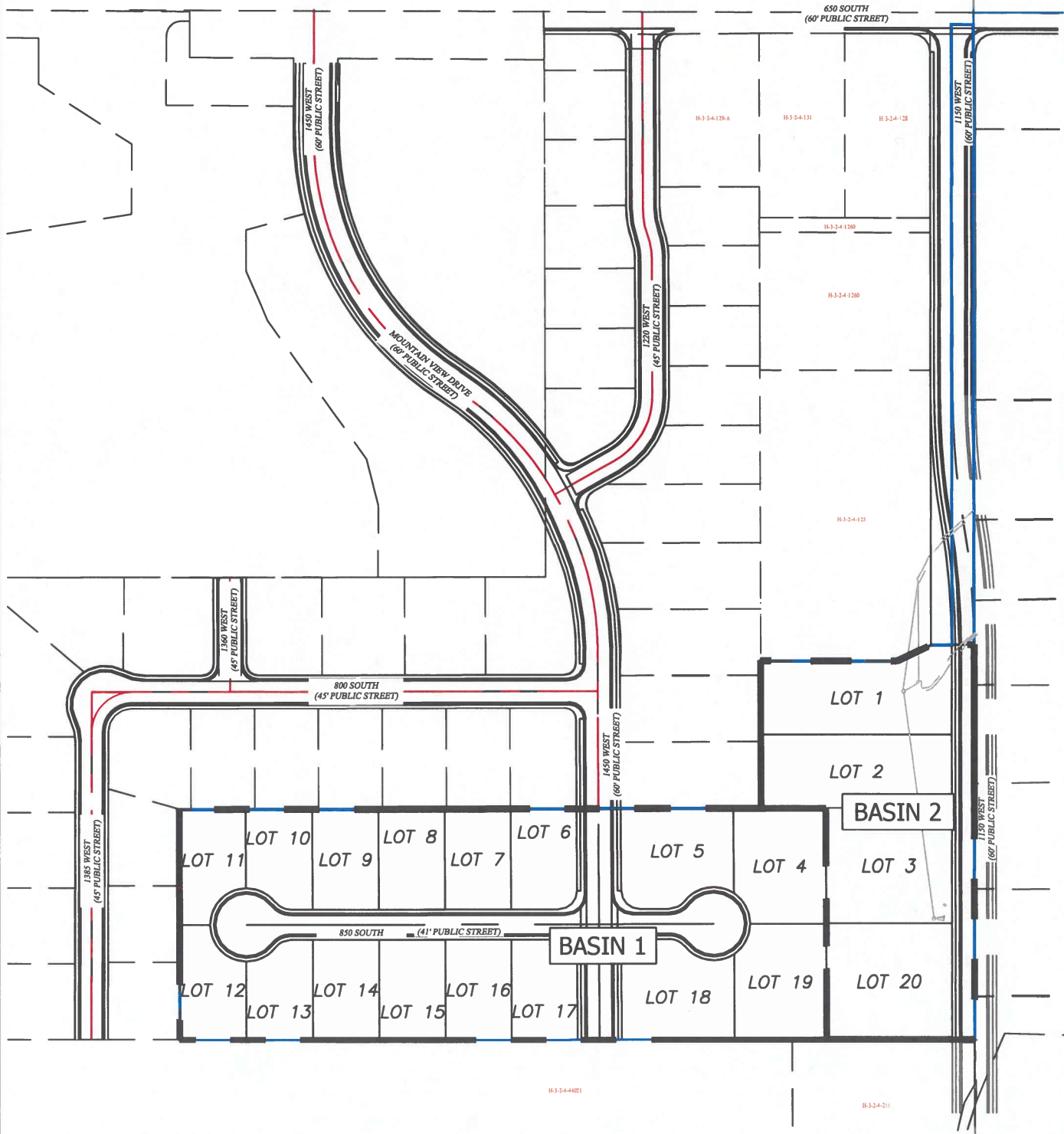
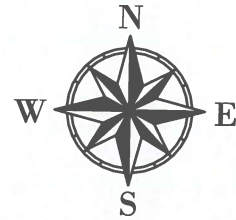
Hydraflow Express by Intelisolve

SCS

Basin 2 10 Yr

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 266.0	0.0	0.0	
Two-year 24-hr precip. ((in))	= 1.30	0.00	0.00	
Land slope (%)	= 5.00	0.00	0.00	
Travel Time (min)	= 33.94	+	0.00	+
			0.00	= 33.94
Shallow Concentrated Flow				
Flow length (ft)	= 536.00	0.00	0.00	
Watercourse slope (%)	= 0.50	0.00	0.00	
Surface description	= Paved	Paved	Paved	
Average velocity (ft/s)	= 1.44	0.00	0.00	
Travel Time (min)	= 6.21	+	0.00	+
			0.00	= 6.21
Channel Flow				
X sectional flow area ((sqft))	= 0.00	0.00	0.00	
Wetted perimeter ((ft))	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.015	0.015	0.015	
Velocity (ft/s)	= 0.00	0.00	0.00	
Flow length (ft)	= 0.0	0.0	0.0	
Travel Time (min)	= 0	+	0	+
			0	= 0.00
Total Travel Time, Tc				40.00 min

KOLOB VIEWS SUBDIVISION



LEGEND: DRAINAGE BASIN LINE

EXHIBIT

DRAINAGE BASIN EXHIBIT

OWNER/APPLICANT:
THE OWNER FOR THIS PROJECT IS:
MARIANA STEWART
CONTACT: MARIANA STEWART
132 N TOQUER BLVD, TOQUERVILLE, UT, 84774
(772) 224-1212(CELL)
PLANS PREPARED BY:
THE ENGINEER FOR THIS PROJECT IS:
INTERSTATE ROCK PRODUCTS
CONTACT: COLT STRATTON
42 SOUTH 850 WEST HURRICANE, UTAH 84737
(435)635-2628 (OFFICE)
GEOTECHNICAL ENGINEERING BY:
LANDMARK TESTING
PROJECT NO.: 230367
DATE: AUGUST 3, 2023

PROJECT LOCATION:
APPROX. ADDRESS:
PLAT: NORTHWEST 1/4 OF SECTION 2, SLB&M
ASSESSOR PARCEL: T-68-A-1 AND T-68-A-3 UTILITY
& ACCESS EASEMENT

LOCATED IN NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 13 WEST
SALT LAKE BASE AND MERIDIAN
HURRICANE, UTAH

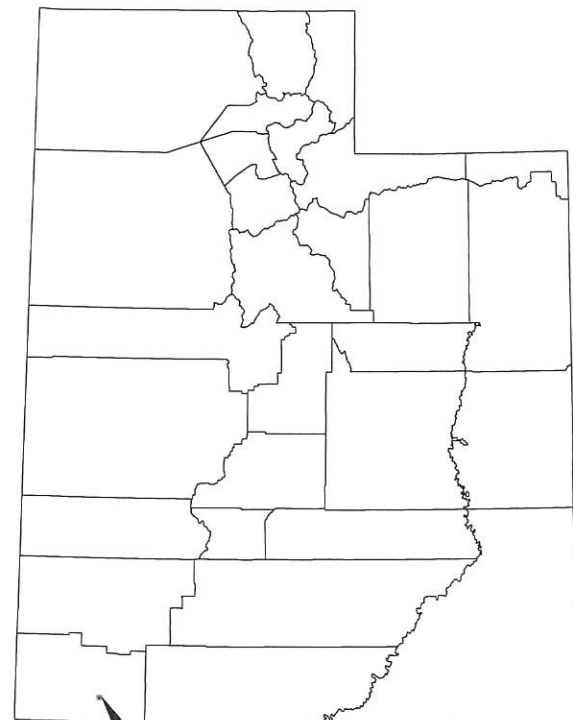
ENTITY	SIGNATURES	DATE
PARKS		
STREETS		
POWER		
PHONE		
CABLE		
GAS		
FIRE		
WATER		
WCWCD		
GIS		
PLANNING		
CITY ENGINEER		
PUBLIC WORKS		



DESIGNED BY _KS_
DRAWN BY _SZ_
CHECKED BY _CS_

Sheet Number	Sheet Title
C-1.0	COVER SHEET
C-2.0	EXISTING CONDITIONS
C-4.0	Preliminary Plat
C-4.1	Phase Map
C5.0	Grading Phase 2
C5.1	Wall Section
C-7.1	Sensitive Lands
PP-1	Plan & Profile 850 South
PP-2	Plan & Profile 1450 West
PP-3	Plan & Profile 1150 West
PP-3.1	Plan & Profile 1150 West
PP-3.2	Plan & Profile 1150 West

INTERSTATE ROCK PRODUCTS, LLC									
COVER SHEET									
KOLOB VIEWS SUBDIVISION									
HURRICANE, UTAH									
DATE		11/08/2023							
PROJ. #	PAGE #								
3000-1468	C-1.0								



— PROJECT LOCATION

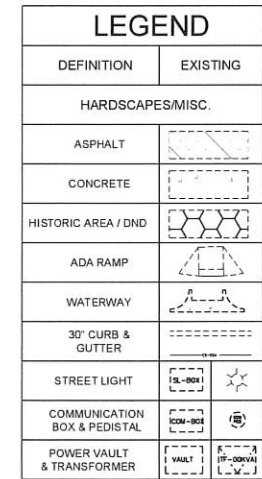
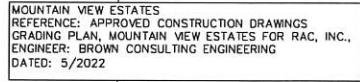


— PROJECT LOCATION



Know what's below.
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FILE: V:\1 - Engineering\1 - Projects\Interstate Rock Products\3000-1468 Kolob Views Subdivision\1 - Engineering\1 - Design\Existing Conditions.dwg TIME: 16 January 2024



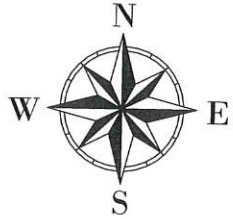
GENERAL BUILDING & ENGINEERING CONTRACTOR
42 SOUTH 850 WEST, HURRICANE, UT 84737
P: 435.635.2628 | F: 435.635.2177



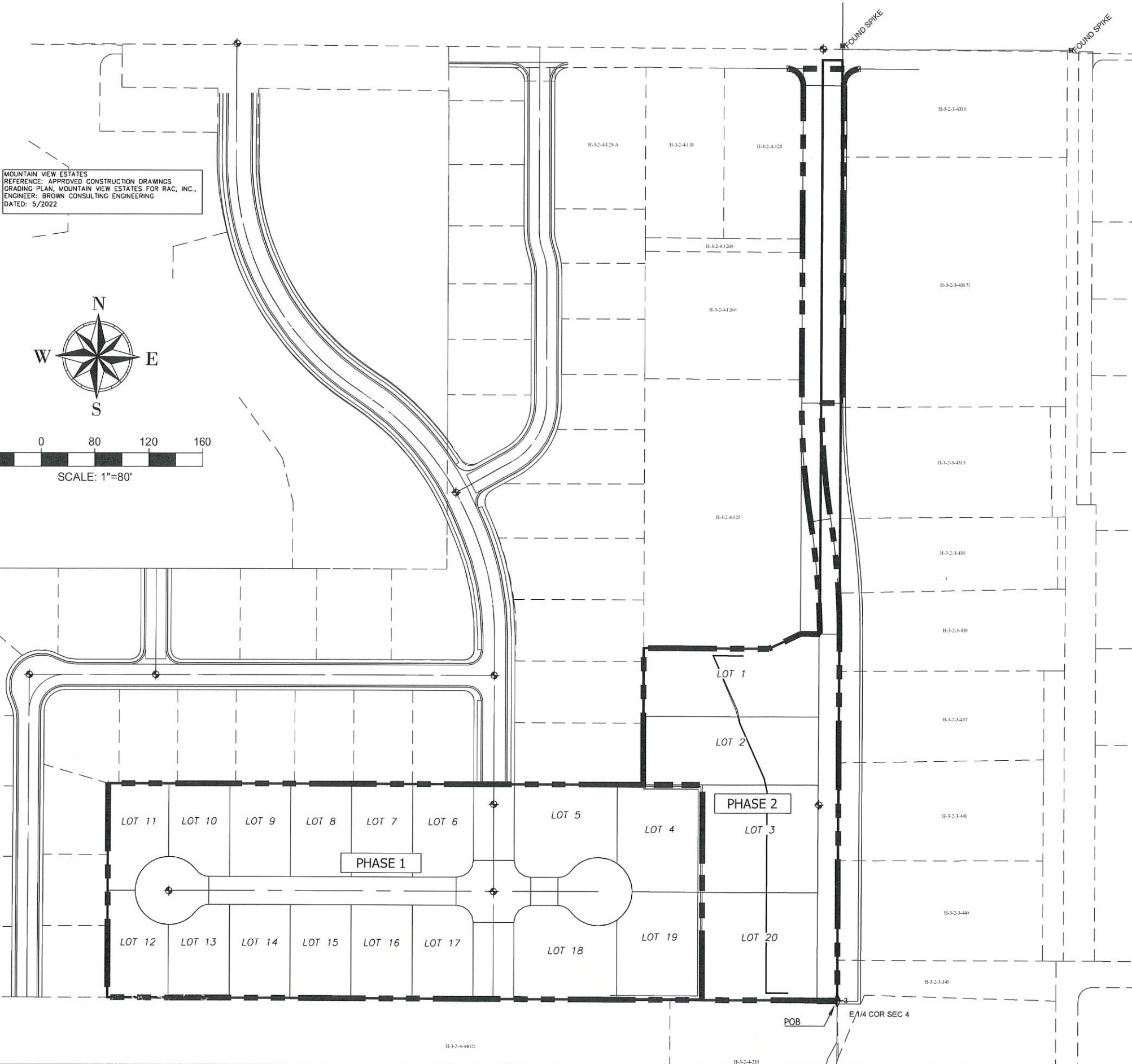
HURRICANE, UTAH

[illegible]

MOUNTAIN VIEW ESTATES
REFERENCE: APPROVED CONSTRUCTION DRAWINGS
GRADING PLAN, MOUNTAIN VIEW ESTATES FOR RAC, INC.,
ENGINEER: BROWN CONSULTING ENGINEERING
DATED: 5/2022



SCALE: 1"=80'



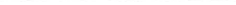
PHASE MAP
KOLOB VIEWS SUBDIVISION

LOCATED IN NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 13 WEST
SALT LAKE BASE AND MERIDIAN
HURRICANE, UTAH

DEVELOPEMENT SITE INFORMATION

TOTAL AREA: 9.73 ACRES
ZONE: R1-10
NUMBER OF LOTS: 20
DENSITY: 2.06 LOT/ACRE

REQUIRED SET BACKS	
FRONT	25 FT
SIDE	10 FT
REAR	20 FT
STREET SIDE	20 FT

LEDGEND	
	PROPERTY LINE
	ADJACENT PROPERTY LINE
	CENTER LINE
	CENTERLINE MONUMENT (TO BE INSTALLED)
	FOUND MONUMENT
	SECTION CORNER
	PHASE LINE



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P: 435.635.2628 | F: 435.635.2177



DESIGNED BY KS
DRAWN BY SZ
CHECKED BY CS

INTERSTATE ROCK PRODUCTS, LLC

PHASE MAP

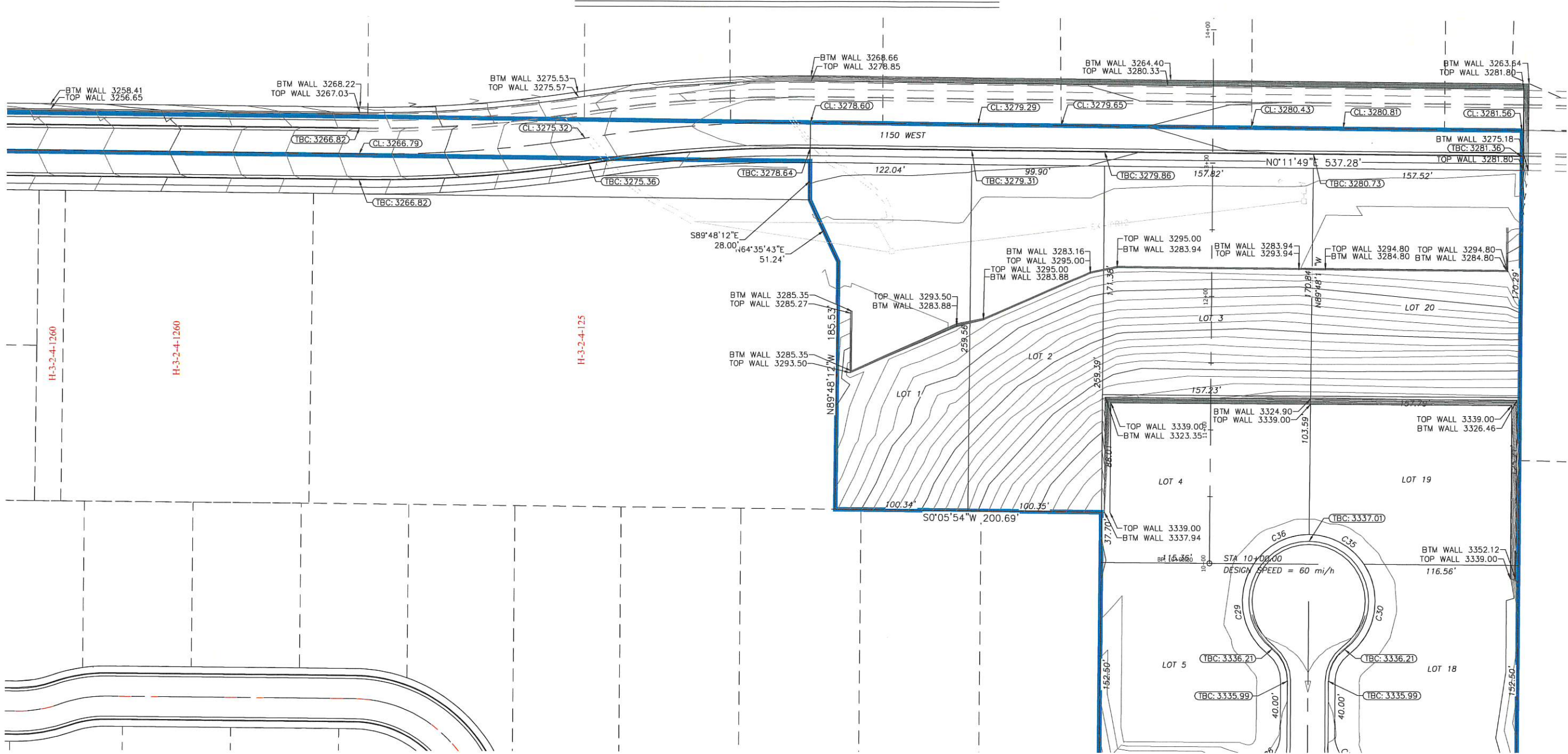
KOLOB VIEWS SUBDIVISION

HURRICANE, UTAH

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FILE: V:\1 - Engineering\1 - Projects\Interstate Rock Products\3000-1468 Kolob Views Subdivision\2 - Engineering\1 - Design\Grading Phase 2.dwg TIME: 16 January 2024

GRADING PHASE 2
KOLOB VIEWS SUBDIVISION



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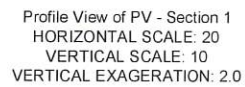
INTERSTATE ROCK PRODUCTS, LLC	GRADING PHASE 2	KOLOB VIEWS SUBDIVISION	HURRICANE, UTAH
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DATE 11/08/2023
PROJ. # 3000-1468
PAGE # C5.0

811 Know what's below.
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FILE: V:\1 - Engineering\1 - Projects\Interstate Rock Products\3000-1458 Kolob Views Subdivision\2 - Engineering\1 - Design\Grading Phase 2.dwg TIME: 16 January 2024



 **INTERSTATE ROCK**

GENERAL BUILDING & ENGINEERING CONTRACTOR
42 SOUTH 850 WEST, HURRICANE, UT 84737
P: 435.635.2628 | F: 435.635.2177



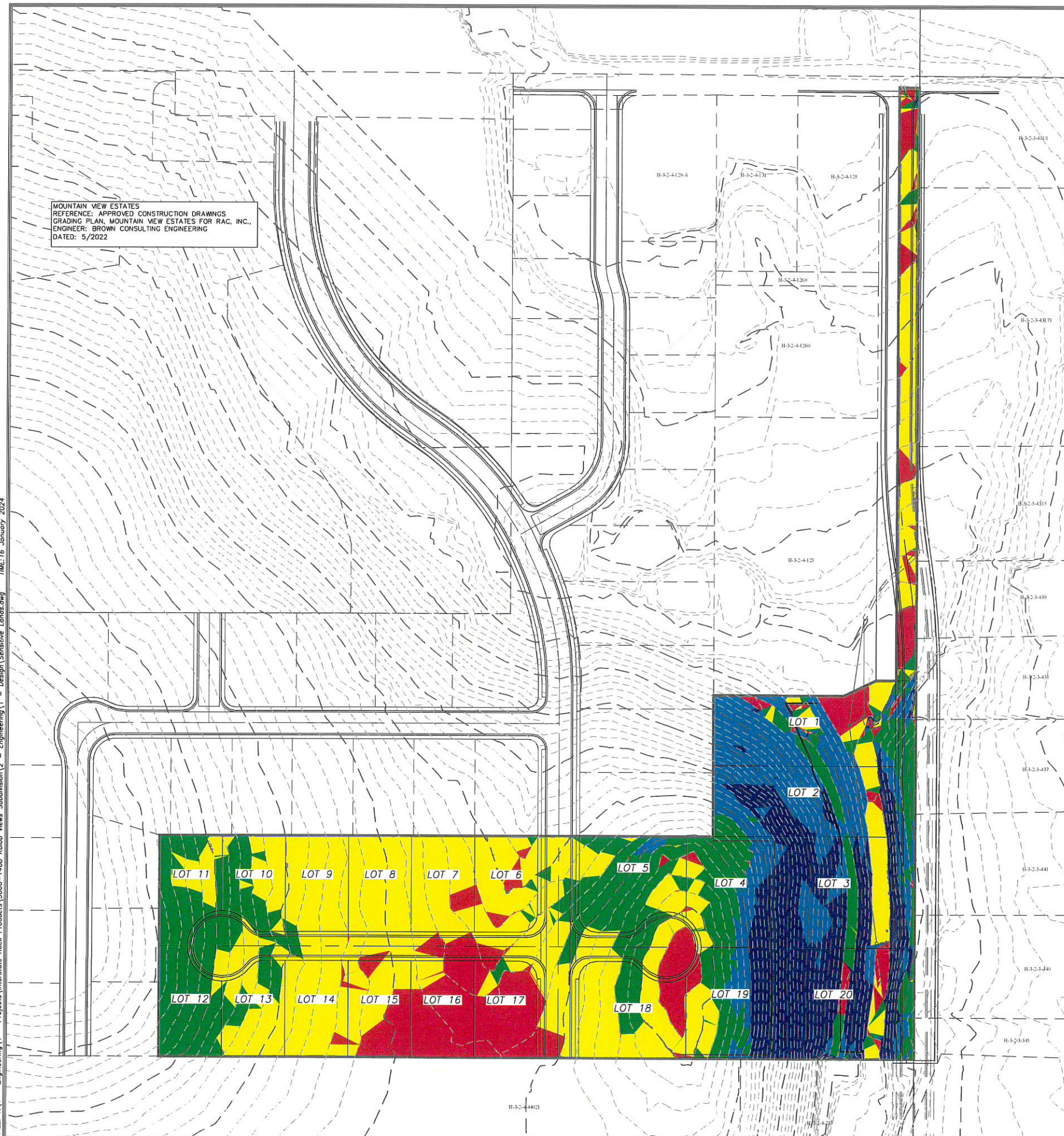
INTERSTATE ROCK PRODUCTS, LLC

WALL SECTION

KOLOB VIEWS SUBDIVISION

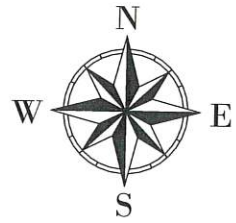
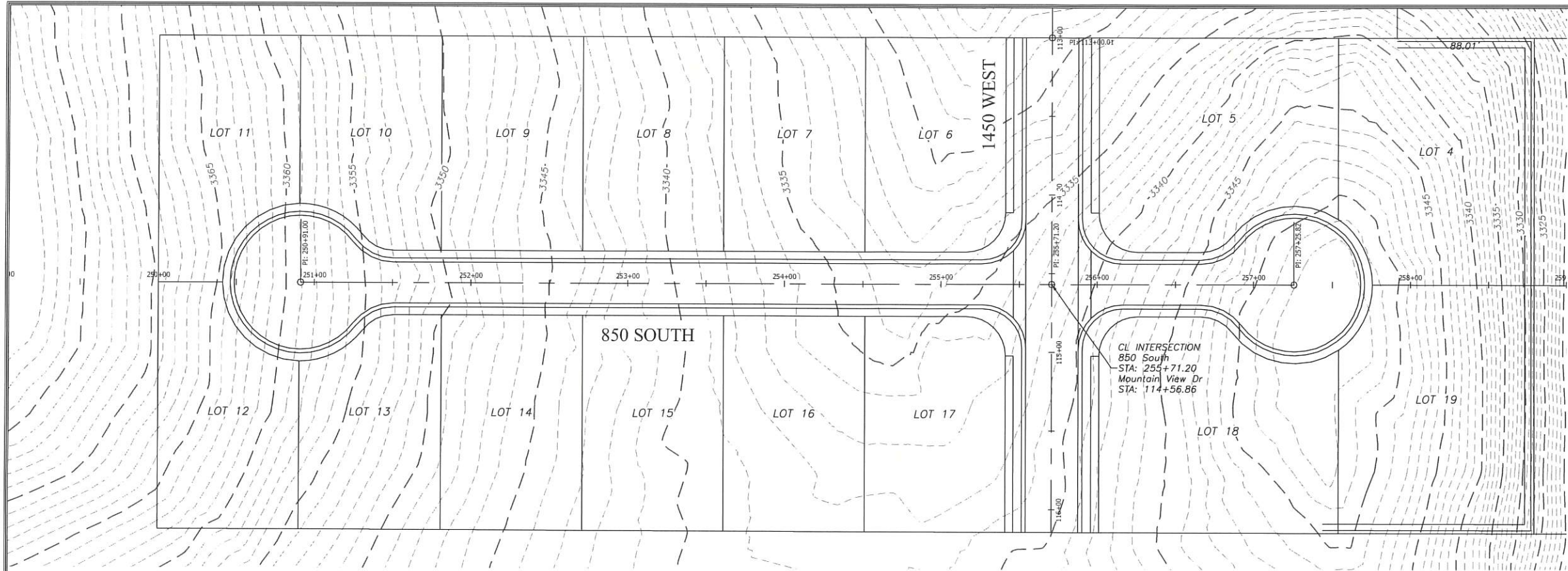
HURRICANE, UTAH

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11/08/2023	
PROJ. #	PAGE #
3000-1468	C-7.1

FILE: V:\1 - Engineering\1 - Projects\Interstate Rock Products\3000-1468 Kolob Views Subdivision\2 - Engineering\1 - Design\PP 850 South.dwg TIME: 16 January 2024

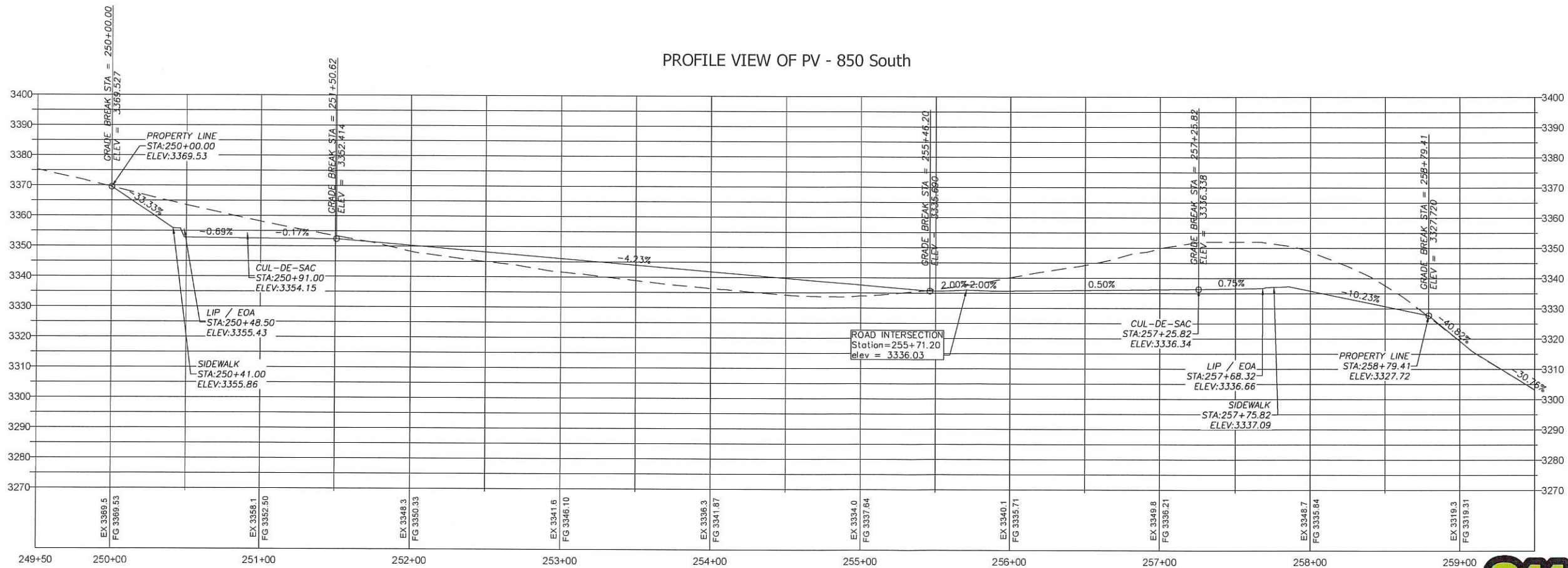


LEGEND

DEFINITION	PROPOSED	EXISTING
PROFILE		
SURFACE LINE	---	---
CONTOUR MAJOR	---	---
CONTOUR MINOR	---	---

NOTE: CONTOURS 2 & 10

PROFILE VIEW OF PV - 850 South



HORIZONTAL SCALE: 40
VERTICAL SCALE: 20
VERTICAL EXAGGERATION: 2.0



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P: 435.635.2628 | F: 435.635.2177



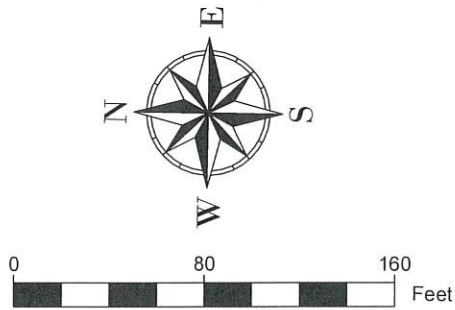
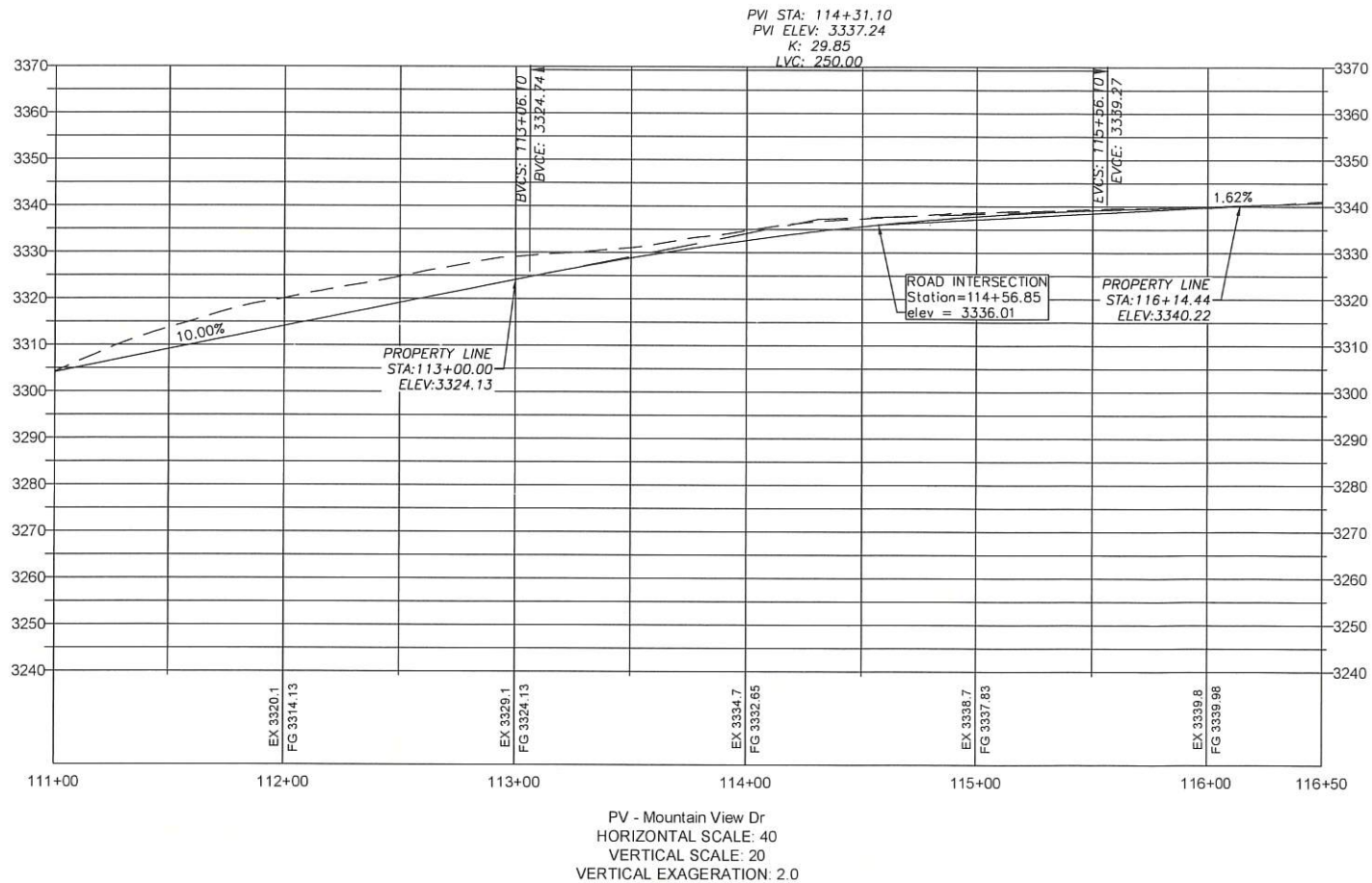
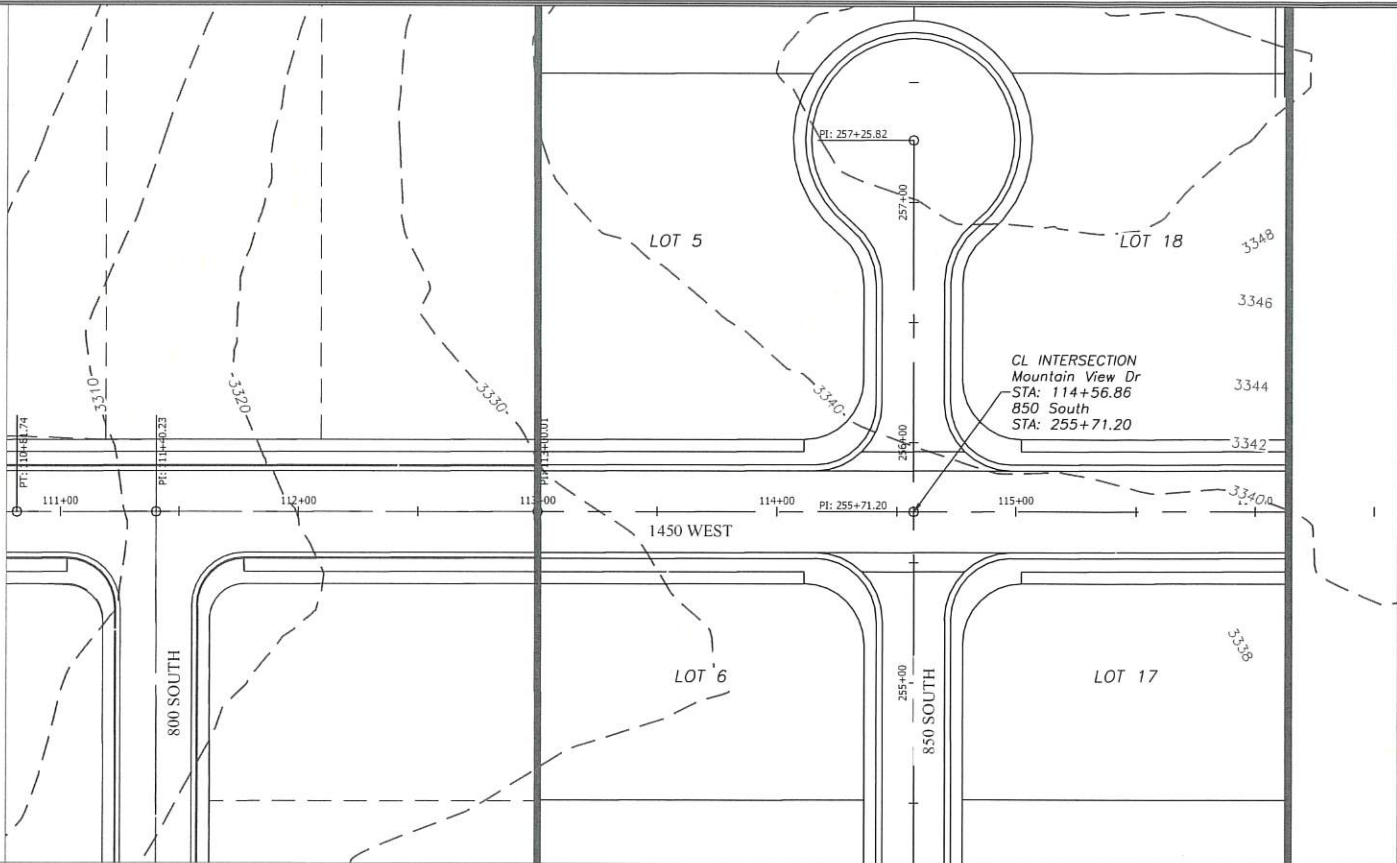
DESIGNED BY KS
DRAWN BY SZ
CHECKED BY CS

INTERSTATE ROCK PRODUCTS, LLC
PLAN & PROFILE 850 SOUTH
KOLOB VIEWS SUBDIVISION
HURRICANE, UTAH

REV.	DATE	DESCRIPTION	BY

DATE 11/08/2023
PROJ. # 3000-1468
PAGE # PP-1

FILE: V:\1 - Engineering\1 - Projects\Interstate Rock Products\3000-1468 Kolob Views Subdivision\2 - Engineering\1 - Design\PP 1450 West.dwg TIME: 16 January 2024



LEGEND		
DEFINITION	PROPOSED	EXISTING
PROFILE		
SURFACE LINE	---	---
CONTOUR MAJOR	---	---
CONTOUR MINOR	---	---

NOTE: CONTOURS 2 & 10



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P: 435.635.2628 | F: 435.635.2177



DESIGNED BY KS
DRAWN BY SZ
CHECKED BY CS

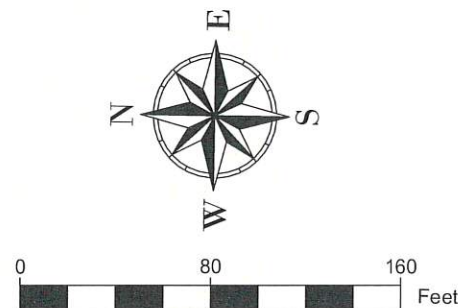
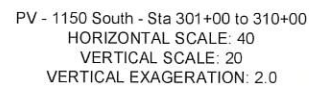
INTERSTATE ROCK PRODUCTS, LLC
PLAN & PROFILE 1450 WEST
KOLOB VIEWS SUBDIVISION
HURRICANE, UTAH

REV.	DATE	DESCRIPTION	BY

DATE 11/08/2023
PROJ. # 3000-1468
PAGE # PP-2



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LEGEND		
DEFINITION	PROPOSED	EXISTING
PROFILE		
SURFACE LINE		
CONTOUR MAJOR		
CONTOUR MINOR		

NOTE: CONTOURS 2 & 10



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DESIGNED BY KSDRAWN BY SZ

CHECKED BY CS

INTERSTATE ROCK PRODUCTS, LLC

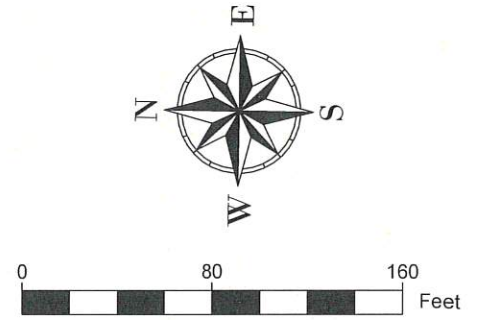
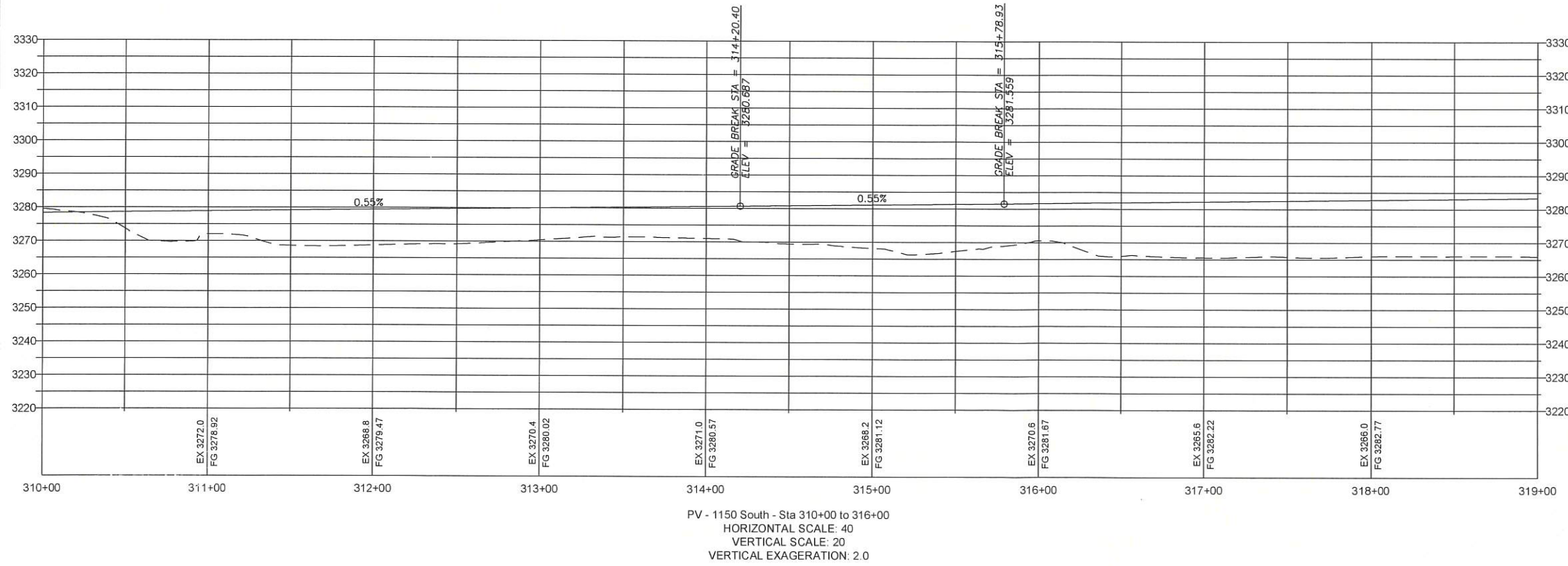
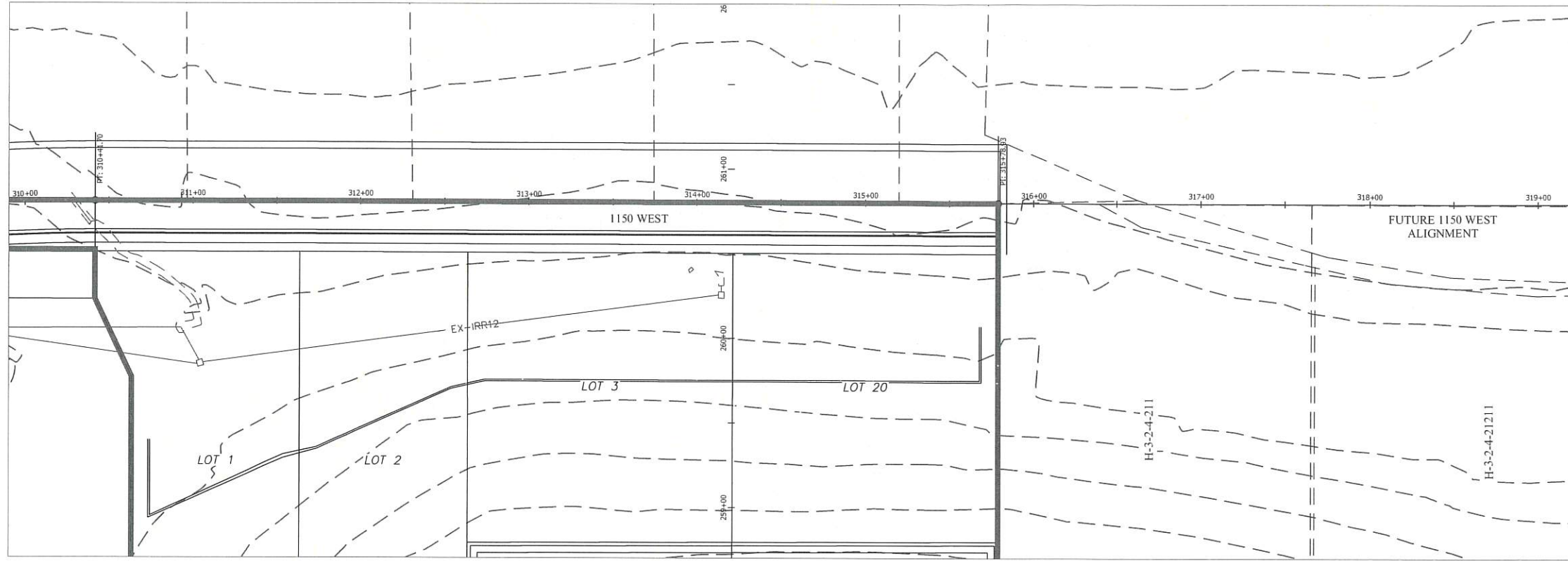
PLAN & PROFILE 1150 WEST

KOLOB VIEWS SUBDIVISION

HURRICANE, UTAH

[illegible]

**Know what's below.
Call before you dig.**



LEGEND		
DEFINITION	PROPOSED	EXISTING
PROFILE		
SURFACE LINE	_____	_____
CONTOUR MAJOR	_____	_____
CONTOUR MINOR	_____	_____

INTERSTATE
ROCK

GENERAL BUILDING & ENGINEERING CONTRACTOR
42 SOUTH 850 WEST, HURRICANE, UT 84737
P: 435.635.2628 | F: 435.635.2177



DESIGNED BY KS
DRAWN BY SZ
CHECKED BY CS

INTERSTATE ROCK PRODUCTS, LLC

PLAN & PROFILE 1150 WEST

KOLOB VIEWS SUBDIVISION

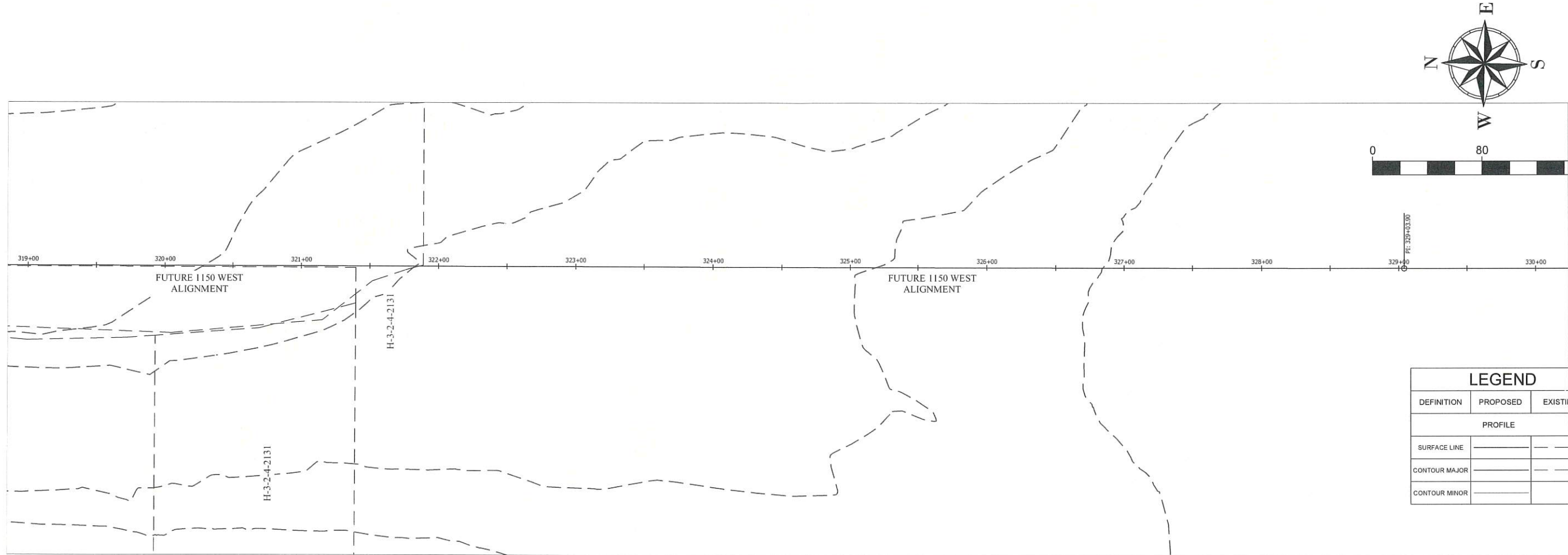
HURRICANE, UTAH

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11/08/2023											
PROJ. #						PAGE #					
3000-1468						PP-3.1					

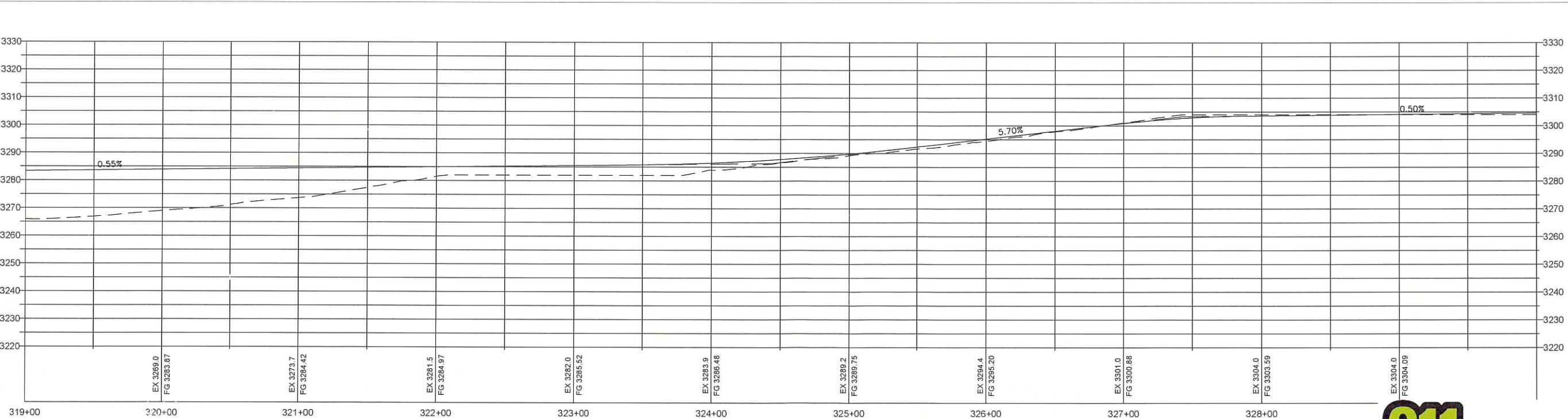


**Know what's below.
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FILE: V:\1 - Engineering\1 - Projects\Interstate Rock Products\3000-1468 Kolob Views Subdivision\2 - Engineering\1 - Design\PP 1150 West.dwg TIME: 16 January 2024



LEGEND		
DEFINITION	PROPOSED	EXISTING
PROFILE		
SURFACE LINE	---	---
CONTOUR MAJOR	---	---
CONTOUR MINOR	---	---



PV - 1150 South - Sta 310+00 to 316+00 (1)
HORIZONTAL SCALE: 40
VERTICAL SCALE: 20
VERTICAL EXAGGERATION: 2.0



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NOT FOR CONSTRUCTION

DESIGNED BY KS
DRAWN BY SZ
CHECKED BY CS

INTERSTATE ROCK PRODUCTS, LLC

PLAN & PROFILE 1150 WEST

KOLOB VIEWS SUBDIVISION

HURRICANE, UTAH

REV.	DATE	DESCRIPTION	BY

DATE 11/08/2023
PROJ. # 3000-1468
PAGE # PP-3.2



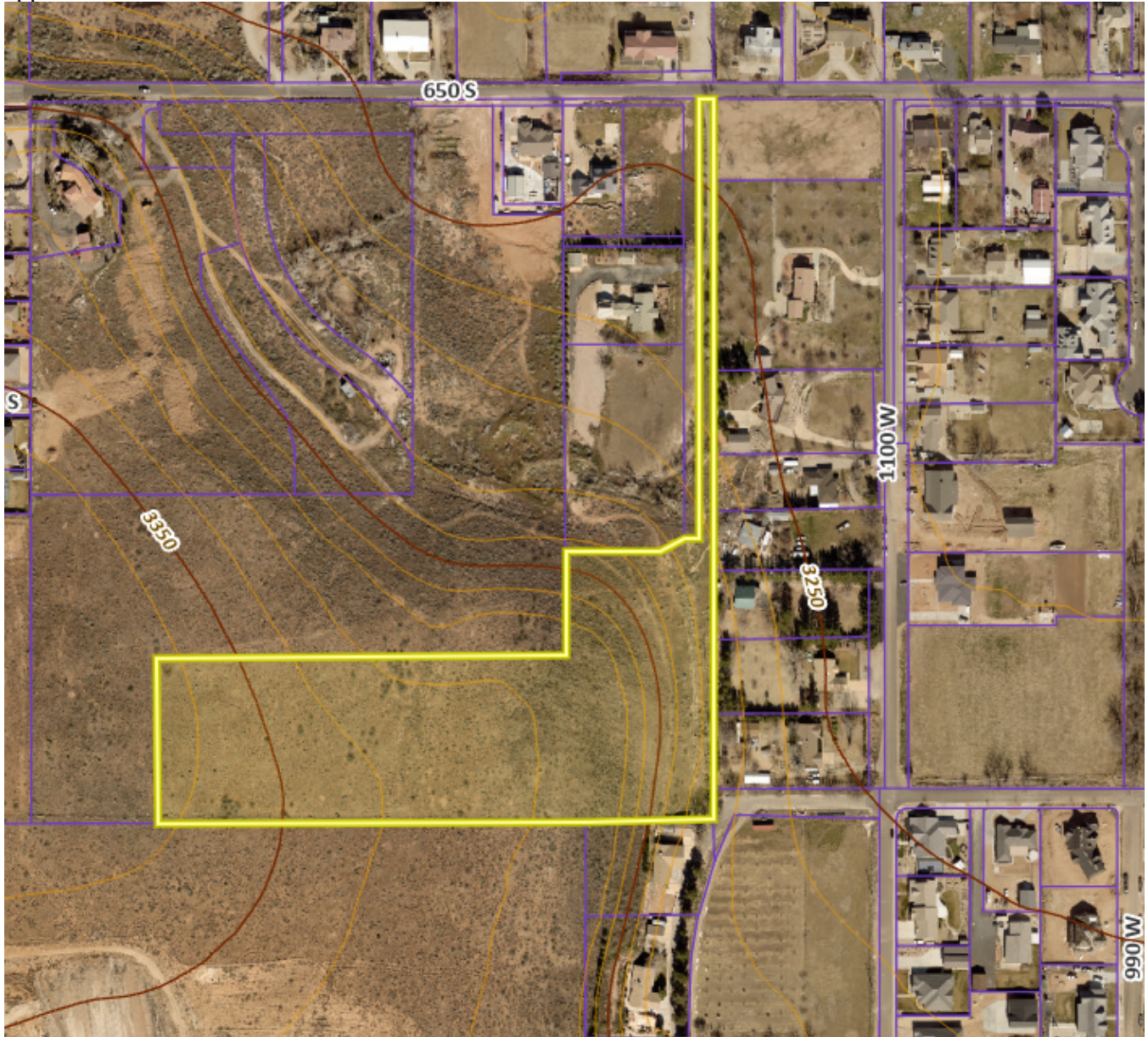
STAFF COMMENTS

Agenda Date:	03/21/2024
Application Number:	PP23-30, HIL23-30
Type of Application:	Preliminary Plat and Sensitive Lands Application
Action Type:	Administrative
Applicant:	Stratton Development
Agent:	Colt Stratton
Request:	Approval of a Preliminary Plat
Location:	850 S 1300 W
Zoning:	R1-10
General Plan Map:	Single Family
Recommendation:	Continue

3/21/24 - Updated Discussion and Recommendation: This item was last discussed at the February 15th meeting and continued to allow the applicant time to submit a revised plat to add lots to phase 1 and to amend the alignment of 1150 West through the subdivision based on appropriate elevations of the future roadway. As of this writing, City staff have not received any additional information and, therefore, have no updated comments. Staff therefore recommends that the item be continued to allow the applicant opportunity to submit the requested information, and also to allow staff sufficient review time once the submittal is received. Notwithstanding, staff's initial recommendation remains unchanged, which is to only approve portions of the plat that have legal access. Lots that must be accessed by the future 1150 West do not have legal access because the roadway does not exist, and for that reason, staff and the Planning Commission recommended approval of Phase 1 only. If the Council chooses to create lots without legal access in Phase 2, the City Attorney recommends that language be added to the plat that the lots have no entitlements and may only be built on after legal access and public facilities/utilities are established.

Recommendation: Continue to allow the applicant opportunity to submit the additional information that was requested at the 2/15/24 meeting, and also to allow staff sufficient review time.

Discussion: This application was initially heard by the City Council and was tabled on June 1, 2023, due to a lack of a sensitive lands plan and nonconformance with the Transportation Master Plan. The applicant has subsequently proposed a revised preliminary plat for 20 single-family lots. The site is located south of Mountain View Estates and along 1150 W. The Planning Commission heard the application on January 11, 2024, and unanimously voted to recommend approval of phase 1 only due to a lack of adequate public access to the proposed phase 2 lots that would need to be accessed from 1150 W. Staff supports the Planning Commission's recommendation with the added clarification that the preliminary plat be approved for phase 1 only, and that the remaining property be excluded from the plat approval.



JUC Comments

Public Works: No comments

Water: Water line will need to be looped back to 1360 W or down to 920 S before water approval.

Power: Lots 1, 2, 3, and 20 as plat shows will have conflicts with roadway and future power line. Power lines will also change setback requirements of these lots. All other lots are okay.

Sewer: No comments 8" line in Mountain View Dr.

Engineering: 1150 W is a master planned minor collector that also includes a 12' sidepath on the east side (67' total width). Applicant should locate and show all of the existing utilities. Special coordination for existing and proposed canal main should be done with Hurricane Canal Company. GIS shows the existing main is 18" RCP near here. The proposed subdivision should include a tentative plan or method to handle stormwater drainage. The applicant should coordinate 1150 W with Hurricane City staff and Alpha Engineering. Without roadway and dedication agreements from the neighboring property owners to the east, Lots 1, 2, 3, and 20 would be inaccessible from 1150 W with the proposed alignment. The 41' wide cross section (the residential minimum) is reserved for serving 10 units or less (see table 3.1 in HCS 3.2.2). A request to increase the maximum design volumes shown in table 3.1 may be submitted for consideration to the city engineer. The request must include support and justification from a traffic impact study (see HCS 3.2.4.4). Lots should be numbered sequential with the phases. avoid skipping lot numbers between phases. What will be done with the 30% + slope? City code seems to indicate it should be protected by easement or conveyed to hurricane city.

Streets: Mountain View Dr on the north end of this property is the end of currently existing improvements. 1150 W is a currently unimproved roadway.

Fire: Okay.

Phone: Add Centurylink notes to construction drawings.

Cable: No comments

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

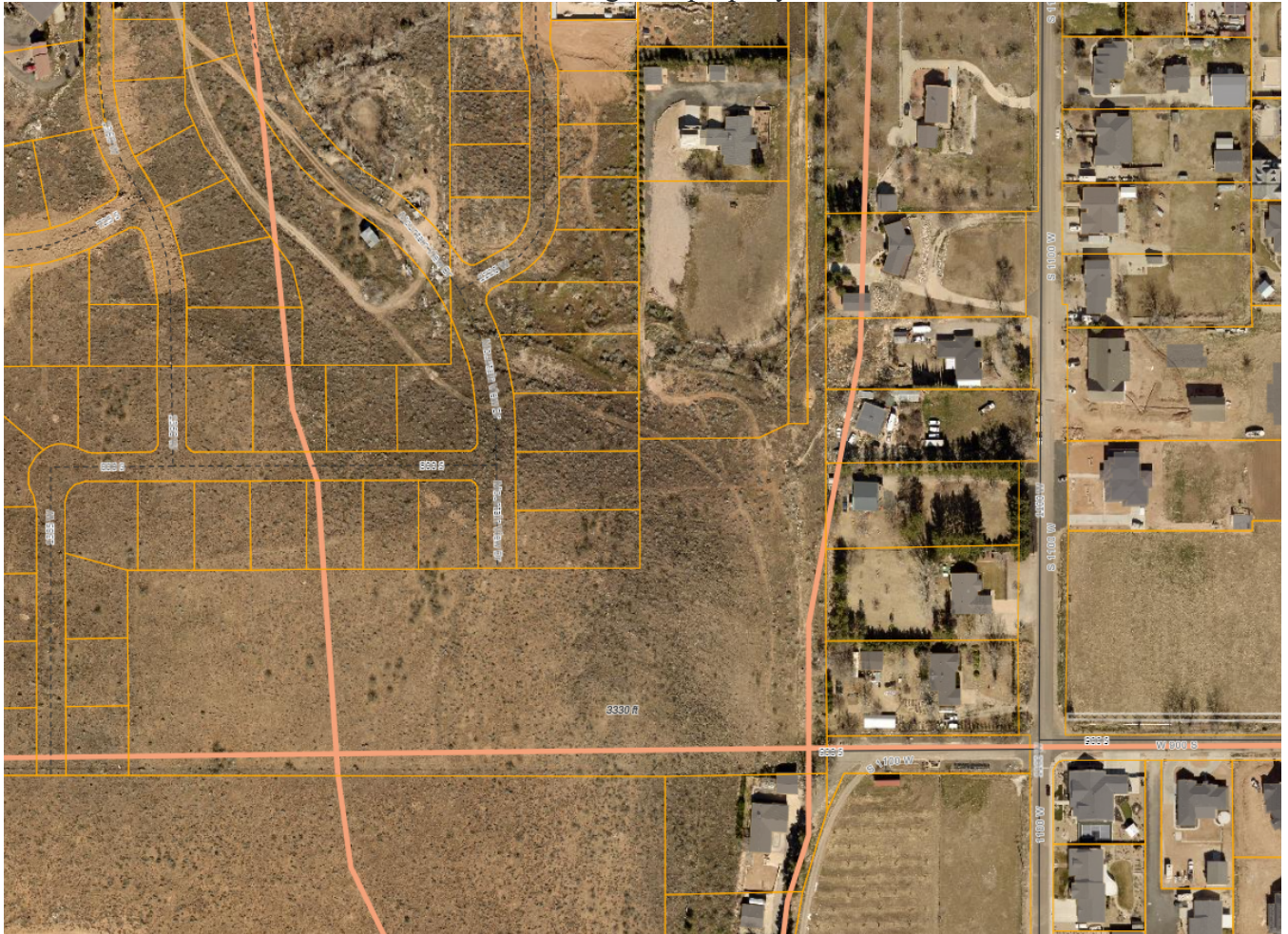
Water use: The Washington County Water Conservancy District has a county-wide tracking budget of approximately 75,000 units with approximately 25,000 units being located within Hurricane City. If approved, this development and its 20 lots, which are not currently counted as part of Hurricane City's tracking budget, would be added to Hurricane City's total. This is a relatively small development, and its small number of units are unlikely to have a significant effect on the overall water system.

Staff Comments: Preliminary Plat

1. All lots meet R1-10 standards.
2. **Master Plan Roadways:** There are three master planned roadways within the development as shown below.
 - a. 1150 W is a planned 67' minor collector. The plans do show the correct approximate alignment of the roadway as verified by the City Council in July 2023, however the correct width will need to be shown. Dedications and easements will need to be collected from the neighbors to the east if the property is planned to be developed prior to the City's acquisition of those rights-of-way.
 - b. 900 S is a planned minor collector. The proposed plat does not conform with the Transportation Master Plan, however, the slopes in this area make a roadway connection

through this property infeasible, and city staff finds this acceptable. 900 S will connect to 1150 W at some future point.

- c. Mountain View Dr/1450 W is a minor collector already existing in this area. The plat shows the continuation of this street through the property.



3. There is a Hurricane Canal Company canal on the property that is located near the proposed 1150 W and then cuts northwest into the Mountain Views Estates Subdivision. This canal needs to be shown, and a future alignment will need to be worked out with the canal company. HCC 10-37-7 (B) states *“Existing conditions. The preliminary plat shall show...Existing ditches, canals, natural drainage channels and open waterways and proposed realignments.”*
4. A will-serve letter from the water and sewer company is provided.
5. Will need to indicate if the area is in a tortoise protection area.

Staff Comments: Sensitive Lands Application

1. The Sensitive Land Application requires the following items:

10-24-5: HILLSIDES AND RIDGE AREAS:

A. Applicability: The following procedures, submittal requirements and standards shall apply to those projects located on lands identified as having at least one of the following characteristics:

1. Slopes over ten percent (10%) which are:

- a. Identified through computer generated programs capable of calculating slopes on topographic maps prepared with two foot (2') contour interval accuracy; or*
- b. Established by profile lines drawn perpendicular to contour lines at intervals no greater than one hundred fifty feet (150') apart, when the slope, measured along any one hundred foot (100') segment of the profile line is ten percent (10%) or greater. (See section 10-24-9, appendix diagram A, of this chapter.)*
- c. A slope shall be subject to this chapter only when a contiguous identified area of ten percent (10%) or greater exceeds two (2) acres, or if the site is less than one acre and the entire site is ten percent (10%) or greater.*

2. Soils Investigation Report: A soils investigation report which contains the following information:

- a. Nature, distribution and classification (unified soil classification) of existing soils to the appropriate depth of influence by the proposed development, but not less than ten feet (10') deeper than the proposed excavations or to bedrock.*
- b. Strength of existing soils, bearing capacity of supporting soils, settlement estimates, collapse and shrink-swell characteristics, lateral pressures and trench excavation limitations.*
- c. Groundwater levels that may affect development and estimated elevation of high groundwater levels.*
- d. Appropriate laboratory testing for classification, consistency, strength and consolidation conditions.*
- e. Slope stability.*
- f. A written statement by the geotechnical engineer, civil engineer, or geologist preparing the soils report describing the general suitability of the site for the owner's intended use. The report shall identify soil constraints to development and shall state the professional opinion of the author as to whether the proposed development plan will mitigate and/or eliminate said constraints in a manner as to prevent hazard to life, hazard to property, and adverse effects. If the soil report prepared for a subdivision shows the presence of critically expansive soils, high water table, organic soils, liquefiable soils, collapsible soils, or other soil problems which, if not corrected, would lead to structural defects of the proposed buildings, damage to the building from the water, or premature deterioration of the public improvements, a soil investigation of each lot in the subdivision shall be required by the city.*

3. Geotechnical Report: A geotechnical and geological report subject to the standards and requirements provided therein.

4. Grading And Drainage Plan: A grading and drainage plan report which includes stormwater management, erosion, and grading plans describing the methods by which surface water, natural drainage, erosion and sedimentation loss, and hydrologic hazards that will be controlled during and after construction. The plan shall include the following information:

- a. The grading plan shall show present topography, including the location and depth of all proposed fills and cuts of finished earth surfaces, and/or use of retaining walls including height, using a contour interval of two feet (2') when grades are zero to twenty nine percent (0 - 29%) and five foot (5') contours when grades thirty percent (30%) and over.*
- b. The proposed area to be graded shall be clearly delineated on the plan.*
- c. All calculations and proposed details used for design and construction of debris basins, impoundments, diversions, dikes, waterways, drains, culverts and other water management or soil*

erosion control measures shall be shown. Drainage calculations shall determine runoff volume and peak discharge using the "rational method", "SCS curve number method", or appropriate equivalent. Data provided should include:

- (1) Rainfall depth, duration and distribution;
- (2) Watershed slope and drainage area delineation;
- (3) Land condition of watershed surface;
- (4) Topography of drainage area; and
- (5) Soil descriptions in watershed. Erosion calculations shall employ predictions of soil loss

sheet erosion using the universal soil loss equation or equivalent. Data to be provided should include factors of:

- (A) Rainfall intensity and duration;
- (B) Soil erodibility;
- (C) Land slope and length of slope or topography;
- (D) Condition of the soil surface and land management practices in use; and
- (E) Surface cover, grass, pavements, etc.

2. City staff has received a topographic map, a slope map, a grading plan, geotechnical report, and drainage plan.
3. Average slope per lot (as required by HCC 10-24-5 (C)) is not provided and needs to be provided to determine the minimum lot size.
4. Staff has serious concerns about the development potential of Lots 1,2,3, and 20. Slopes above 30% are supposed to be non-buildable and it appears that large sections of these lots are above 30% slope. The applicant or their engineer can request an alternative solution under the code section highlighted below.

10-24-3: DETERMINATION OF APPLICABILITY:

G. *Exceptions: Exceptions to the provisions of this chapter may be granted by the city council upon recommendation from the planning commission when:*

1. *An alternative solution is proposed for the protection of the sensitive land, based on sound and generally accepted engineering and land development principles, and said alternative will result in equal or better protection than development under the standards of this chapter; and is consistent with the purposes of this chapter. The alternative shall also be consistent with the general plan policies affecting sensitive lands;*

2. *The size of the parcel existing before the effective date of the adoption of this chapter is determined by the planning commission to be too small to effectively apply the provisions of this chapter, and conditions can be added to the project to minimize safety and general welfare concerns.*

3. *The parcel is zoned for a nonresidential use and the planning commission determines the site requires grading inconsistent with the provisions of this chapter, and conditions can be added to the project to minimize safety and general welfare concerns. (Ord. 2014-6, 5-1-2014)*

2/15/24 Recommendation: Staff recommends the City Council review this application based on standards within the Hurricane City Code. Staff finds that phase 1 of the preliminary plat meets the requirements for approval under city codes and ordinances and state law, and has determined that public

access and facilities are readily available, or can be timely provided, to service phase 1. However, these findings cannot be made for phase 2; therefore, due to a lack of adequate public access to the proposed phase 2 lots that would need to be accessed from 1150 W, staff recommends that the City Council approve the preliminary plat for phase 1 only, and that the remaining property be excluded from the plat approval.



STAFF COMMENTS

Discussion about our City **Vision, Mission Statement, and Motto.**

Discussion:

VISION:

Small town charm allowing families to thrive, with desirable open space we protect and cherish.

MISSION:

Hurricane City is committed to maintaining its unique small town charm, recognizing new growth and development will occur, and emphasizes the need to guide such development to help families thrive in business, recreation and the home.

MOTO:

Built by pioneers, who In God they Trusted.

- Mayor Billings

Findings:

Recommendation:

Attachments:

1. Core Values

Responsibility	Friendship	Potential	Sustainability
Traditional	Quality	Family	Transparency
Potential	Kindness	Fairness	Prosperity
Focus	Recreation	Respect	Fairness
Foresight	Generosity	Service	Cleanliness
Harmony	Careful	Happiness	Communication
Spirituality	Stability	Community	Courtesy
Love	Thankful	Wisdom	Vision
Fun			



STAFF COMMENTS

Consideration and possible approval of **awarding the contract for the Pavement Maintenance project** at the airport - Mike Vercimak

Discussion:

This agenda item is to award a contract for pavement maintenance at the City Airport. The City received two timely bids, one of which was deemed nonresponsive. The remaining bid was submitted by Straight Stripe Painting in the amount of \$143,035, which is approximately 25% lower than the engineer's estimate. The Project Manager, Kirt McDaniel of Wookpert, Inc., considers Straight Stripe Painting to be qualified and capable and recommends that the company be awarded the project, subject to UDOT concurrence. The City will be responsible for 10% of the project cost, which is an amount available in the budget. -Dayton Hall/Mike Vercimak

Findings:

Recommendation:

Attachments:

1. Airport Pavement Contract Docs



February 27, 2024

Mike Vercimak
Public Works Director, Hurricane City
147 North 870 West
Hurricane, UT 84737

Subject: Project Award Recommendation
Hurricane Municipal Airport
UDOT FY 2024 Pavement Maintenance

Mike:

Two bids were received and opened on February 22, 2024, for the above referenced project. The project was advertised in The Spectrum on February 2 and 9, 2024, and on the Quest CDN bid website. There were 3 prime contractors that requested plans on the bid site.

The two bids received before the bid deadline from Straight Stripe Painting, Inc., and Signature Striping. The bid submitted by Signature Striping was not on the correct bid documents, and no bid bond included. Subsequently, the bid was not read and was considered non-responsive. Two additional bids were received after the bid deadline had passed. The bids were from CR Contracting and Hilite Airfield. These bids have not been opened.

The bid for Straight Stripe Painting was tabulated for mathematical correctness and the bid is shown on the attached bid tabulation. There were no errors in the Straight Stripe Painting bid.

Our office has reviewed Straight Stripe Painting's bid proposal for compliance with the Instruction to Bidders. They submitted the required forms, including the Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, and Bid Proposal. Straight Stripe Painting also submitted evidence of competency to perform the work, as per the requirements set forth by the Contract Documents.

We have reviewed the contractor's qualifications and consider this firm capable of completing the project. Straight Stripe Painting's bid of \$143,035.00 is approximately 25% lower than the Engineer's Estimate.

Based on the bid provided by Straight Stripe Painting, Inc., we recommend that Hurricane City award the project to Straight Stripe Painting, Inc., in the amount of \$143,035.00, subject to UDOT concurrence. After UDOT concurrence, we will provide you with the Notice of Award and Contract forms to be executed by Hurricane City and Straight Stripe Painting, Inc.

Call if you have questions.

Sincerely,

Kirt J McDaniel, P.E.
Project Manager

Woolpert, Inc.
35 South 400 West, Suite 200
St. George, UT 84770
+1 435.673.4677

HURRICANE MUNICIPAL. AIRPORT (1L8) HURRICANE, UTAH UDOT FY 2024 PAVEMENT MAINTENANCE BID OPENING DATE: THURSDAY, FEBRUARY 22, 2024 TIME: 2:00 P.M. (LOCAL TIME) Schedule I - FY 2024 Pavement Maintenance						
BID SUMMARY ITEM	Engineer's Estimate	Straight Stripe Painting, Inc.	Signature Striping Solutions, Inc.**			
Contract Proposal (Division 2-1 thru 2-2)	✓	✓	X			
Bid Bond (Division 2-3 thru 2-4)	✓	✓	X			
Contractor Information (Division 2-5 thru 2-6)	✓	✓	X			
Subcontractor/Material Supplier List (Division 2-7)	✓	✓	X			
Schedule I Bid Proposal (Division 2-9 thru 2-11)	✓	✓	X			
TOTAL COST - SCHEDULE I	\$ 191,525.00	\$ 143,035.00				

* Red Text indicates that errors were found in the bid and the numbers revised for correctness.

** Bid considered non-responsive and was not read.

BID TABULATION - SCHEDULE I

SCHEDULE I			Engineer's Estimate		Straight Stripe Painting, Inc		Signature Striping Solutions, Inc.**	
Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Total Cost
C-105a	Mobilization	LS	1	\$ 17,500.00	\$ 17,500.00	\$ 4,500.00	\$ 4,500.00	\$ -
P-601a	Routed Crack Seal	Lf	3,700	\$ 2.00	\$ 7,400.00	\$ 1.50	\$ 5,550.00	\$ -
P-601b	Reseal Crack Seal	Lf	22,400	\$ 1.75	\$ 39,200.00	\$ 0.85	\$ 19,040.00	\$ -
P-608a	Emulsified Asphalt Seal Coat 1:1 Ratio for RW 1/19 and TW A	SY	36,400	\$ 1.75	\$ 63,700.00	\$ 1.50	\$ 54,600.00	\$ -
P-608b	Emulsified Asphalt Seal Coat 2:1 Ratio for Apron	SY	18,700	\$ 2.00	\$ 37,400.00	\$ 1.85	\$ 34,595.00	\$ -
P-620a	Temporary Pavement Markings	SF	6,300	\$ 2.25	\$ 14,175.00	\$ 2.00	\$ 12,600.00	\$ -
P-620b	Permanent Pavement Markings	SF	8,100	\$ 1.50	\$ 12,150.00	\$ 1.50	\$ 12,150.00	\$ -
TOTAL SCHEDULE I				\$	\$ 191,525.00	\$	\$ 143,035.00	\$ -

* Red Text indicates that errors were found in the bid and the numbers revised for correctness.

** Bid considered non-responsive and was not read.



STAFF COMMENTS

Public Hearing to take comments on the following:

Discussion:

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

Proposed amendments to the 2023-2024 Fiscal Year Budget

Discussion:

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

A request for disposal of property along 1100 West in conjunction with the Bench Lake Townhomes plat

Discussion:

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

A request for disposal of property along 1100 West adjacent to Hurricane Fields Estates

Discussion:

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

Consideration and possible approval of **Resolution 2024-13 approving & adopting amendments to the 2023-2024 budget**

Discussion:

This item is to approve amendments to the 2023-24 budget. The specific amendments are notated in the 3-page spreadsheet included in the packet.

Findings:

Recommendation:

Attachments:

1. Resolution 2024-13 Approving and Adopting Amendments to 2023-2024 Budget
2. Exhibit for Amendments FY24

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, APPROVING
AND ADOPTING AMENDMENTS TO THE 2023-2024 BUDGET**

WHEREAS, the City Council of Hurricane, Utah previously adopted a budget for the fiscal year 2023-2024; and

WHEREAS, the City Council, after public hearing, deems it necessary and desirable for the efficient operation of the financial affairs of Hurricane City that said budget be amended,

BE IT HEREBY RESOLVED by the City Council of Hurricane, Utah that the 2023-2024 Budget, shall be and is hereby amended as provided in Exhibit "A", a copy of which is attached hereto and incorporated herein.

PASSED AND APPROVED THIS 21st day of March, 2024.

Nanette Billings, Mayor

ATTEST:

Cindy Beteag, Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 21st day of March, 2024. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

Cindy Beteag, Recorder

2023-2024 Budget Amendments					
		DR	CR		
	Cross Funds (Transfers requested crossing different funds)				
Police					
103944	Donations Shop with a Cop	\$ 12,000.00			Transfer money from Shop with a Cop donations to donate \$2,000 to each of the six schools in Hurricane for school lunches.
105469	Shop with a Cop		\$ 12,000.00		
103944	Donations Shop with a Cop	\$ 15,000.00			Transfer money from Shop with a Cop donations for community youth programs, such as, Bike Patrol, DARE, Etc
105462	Community Programs		\$ 15,000.00		
103942	Donation to Police	\$ 9,858.00			Transfer money from Donation to Police for the purchase of two speed signs for Hurricane City. -Citizen donated for this purpose.
105470	Capital Outlay		\$ 9,858.00		
103942	Donation to Police	\$ 29,574.00			Transfer money from Donation to Police to Police Capital Outlay. Signs purchased from donation from private citizen.
105470	Capital Outlay		\$ 29,574.00		
103942	Donation to Police	\$ 2,130.42			Transfer money from Donation to Police to Police Capital Outlay. Six sign posts purchased from donation from private citizen.
105470	Capital Outlay		\$ 2,130.42		
103635	Insurance Reimb	\$ 1,660.40			Transfer money from Insurance Reimb to Police Vehicle R&M. Vehicle #5459.
105454	Vehicle R&M		\$ 1,660.40		
103350	Department of Public Safety	\$ 619.17			Transfer money from Department of Public Safety to Travel. Reimbursement for two extraditions, one in January and one in February 2024.
105423	Travel		\$ 619.17		
103329	JAG Grant	\$ 4,803.00			Transfer money JAG Grant to Police Grant Match fo purchase of Bola Wraps, Wrap supplies and training.
105475	Grant Match		\$ 4,803.00		
Animal Control					
105433	Training	\$ 3,900			Post academy LEO session for Animal Control Officer Jen Jarvis
105670	Capital Outlay-Equipment		\$ 3,900		
103420	Vacation Rental Fines		\$ 5,000		
103421	Alcohol Training		\$ 200		
103422	Police Report Fees		\$ 1,000		
103460	Cemetery Fees		\$ 400		
103462	Copies, Maps, Ordinances		\$ 300		
103492	Airport Fuel Flowage		\$ 5		
103520	Filing and Service Fees		\$ 500		
103630	Theater Acting Fees		\$ 5		
103632	ID Badges		\$ 300		
103635	Insurance Reimb		\$ 12,000		
103660	Safe Keep Money		\$ 6,000		
103675	Sale of Fixed Assets		\$ 30,000		
103680	Penalties and Late Fees		\$ 50		
103690	Sundry Revenues		\$ 1,000		
103708	Stem Fees		\$ 3,000		
103709	Flag Football		\$ 1,000		
103710	Basketball		\$ 1,000		
103711	Youth Comp Basketball		\$ 1,000		
103715	Adult Volleyball		\$ 500		
103716	Gymnastics		\$ 4,000		
103727	Fall Fest		\$ 1,500		
103731	Dance		\$ 40,000		
103743	Dance Costumes		\$ 14,000		
103750	Peach Days Adver		\$ 7,000		
103767	Dam to Dam Run		\$ 1,200		
103770	4th of July		\$ 100		
103773	Neon Night Run		\$ 1,600		
103774	Christmas Tree Fest		\$ 7,000		
103790	Comm Center Rental		\$ 13,500		
103791	Theater Concessions		\$ 1,200		
103810	Interest Income		\$ 500,000		
103850	CC Reward Fees		\$ 1,000		
103942	Donation to Police		\$ 44,000		
103944	Donation Shop w/ Cop		\$ 20,000		
103945	Donation Comm Center		\$ 400		
103946	Donation Animal Control		\$ 1,300		
103958	Soccer Spons		\$ 2,500		
103960	Theater Spons		\$ 200		

103961	Volleyball Spons		\$ 800		
103963	Fine Arts Spons		\$ 1,600		
104728	Telephone	\$ 1,000			
104849	Elections	\$ 11,500			
104851	Casualty Insurance	\$ 20,000			
104864	ULCT	\$ 1,000			
104961	Christmas Décor	\$ 100			
104970	CEC Contribution	\$ 2,150			
104976	Employee Awards	\$ 5,500			
105412	Overtime	\$ 20,000			
106089	Property Acquisition	\$ 20,000			
106226	Restrooms R&M	\$ 1,000			
106812	Overtime	\$ 1,000			
106970	Capital Outlay	\$ 6,500			
104975	Contingency Fund	\$ 636,410			
	Total	\$ 726,160	\$ 726,160		
203570	Reimbursed Project Costs		\$ 400,000		
204070	Street Improvements 100 N	\$ 40,000			
204071	Street Improvements 400 S	\$ 100,000			
204072	600 N Trail	\$ 400,000			
204076	Sandhollow Along Diamond	\$ 50,000			
204077	3000 S Improvements	\$ 30,000			
411190	Cash Allocation		\$ 86,025		To allocate recreation fund savings to one Recreation savings fund
463930	Transfer from other Funds	\$ 86,025			
463950	Donation Veterans Memorial	\$ 61,444			To create a Veterans Memorial Fund
413930	Transfer from Other Funds		\$ 61,444		
413950	Donation Veterans Memorial		\$ 150,000		
414080	Veterans Memorial Fund	\$ 30,000			
423212	Impact Fees		\$ 600,000		
423810	Interest		\$ 150,000		
424072	700 W Extension	\$ 200,000			
424074	2800 W Road Construction	\$ 100,000			
424075	1100 W	\$ 100,000			
424076	Sandhollow/Turf Roadway	\$ 50,000			
433212	Impact Fees		\$ 700,000		
433810	Interest Income		\$ 200,000		
443212	Impact Fees		\$ 94,500		
443810	Interest Income		\$ 11,500		
443940	Grants		\$ 2		
453478	Lease Revenue		\$ 5,500		
453810	Interest Earned		\$ 155,000		
463810	Interest Income		\$ 65,000		
463951	Donation Gyms		\$ 500,000		
464031	Professional Services	\$ 35,000			
464075	Gym Building	\$ 2,300,000			
473810	Interest Income		\$ 50,000		
474078	Parks	\$ 10,000			
474081	Swimming Pool	\$ 12,000			
483810	Interest Income		\$ 1,800		
493810	Interest		\$ 26,000		
493890	Misc. Revenue		\$ 300,000		
493891	Gain of Sale of Assets		\$ 150,000		
494072	Vehicles and Equip	\$ 100,000			
503810	Interest Income		\$ 42,000		
503915	Impact Fees		\$ 50,000		
505026	Building Repair and Maint	\$ 2,000			

505027	Utilities	\$ 15,000			
505052	Bad Debts	\$ 300			
505071	Secondary Meters	\$ 1,000,000			
505074	Capital Projects	\$ 300,000			
505081	Interest	\$ 5,000			
513720	Connection Fees		\$ 60,000.00		
513727	Excess Water Surcharge		\$ 300,000.00		
513740	Sale of Materials		\$ 10,000.00		
513810	Interest Income		\$ 390,000.00		
513915	Impact Fees		\$ 300,000.00		
514440	Water Purchase	\$ 345,000.00			
533710	Power Sales		\$ 2,500,000.00		
533711	Power Sales Govt Exempt		\$ 950,000.00		
533712	Power Sales Commercial Taxes		\$ 1,410,000.00		
533720	Connection Fees		\$ 100,000.00		
533722	Design and Review Fees		\$ 25,000.00		
533741	Sale of Scraps		\$ 4,000.00		
533742	Municipal Energy Tax		\$ 100,000.00		
533745	Sales Tax Admin Fee		\$ 1,000.00		
533810	Interest Earnings		\$ 380,000.00		
533850	Travel Allowance from UAMPS		\$ 25,000.00		
533890	Misc		\$ 345,000.00		
533915	Impact Fees		\$ 1,000,000.00		
543478	Green Fees 9 Holes		\$ 125,000.00		
543479	Green Fees 18 Holes		\$ 300,000.00		
543481	Promotional		\$ 125,000.00		
543482	Hurricane Punch Card		\$ 45,000.00		
543490	Driving Range		\$ 45,000.00		
543496	Cart Rental 18 Hole		\$ 140,000.00		
543497	Over/Short		\$ 1,000.00		
543510	Pro Shop Sales		\$ 100,000.00		
543610	Sky Mountain Grill		\$ 100,000.00		
543810	Interest		\$ 84,000.00		
544420	Pro Shop Merchandise		\$ 50,000.00		
553810	Interest Income		\$ 100,000.00		
555059	Line Locates	\$ 11,000.00			
593478	Lease Revenue		\$ 30,000.00		
593810	Interest Income		\$ 52,000.00		
595026	Building R&M	\$ 2,500.00			
753810	Interest Income		\$ 13,000.00		
783810	Flag CD Interest		\$ 300.00		
784029	Scholarship Payments	\$ 5,000.00			
793482	Perpetual Care Fees		\$ 10,000.00		
813810	Interest Income		\$ 6,000.00		
823110	Property Tax		\$ 400,000.00		
823810	Interest Income		\$ 2,000.00		
824031	Professional Services	\$ 2,000.00			
824051	Insurance	\$ 3,500.00			
824065	Business Promotion	\$ 400,000.00			



STAFF COMMENTS

Consideration and possible approval of **Resolution 2024-15 disposing of property for the realignment of 1100 West in conjunction with the Bench Lake Townhomes plat.** - Scott Stratton

Discussion:

Engineering Summary: 1100 West in its traditional location along the Bench Lake Townhomes project frontage does not meet engineering standards for horizontal alignment geometry. The realignment of 1100 West has been contemplated for nearly 10 years and the City has used corridor preservation funds to purchase property to make the realignment possible and the sewer has already been installed in the newly acquired alignment. There is a portion of land that will be excess property that has preliminarily been agreed by a previous City Council to dispose of in exchange for improvements and dedication of property by Scott Stratton (see attached).

-Arthur LeBaron

The City Attorney recommends that this transfer is approved on the condition that the conveyance will occur after the relocation of 1100 West to its new alignment and concurrently with the recording of the corresponding phase of the Bench Lake Townhomes plat. This condition is incorporated into the proposed resolution.

Findings:

The Bench Lake Townhomes project will put into effect the designed realignment of 1100 West, which will mitigate substandard geometry in the area. The property in question is currently owned by the City through prescriptive use, and should be disposed of and incorporated into development adjacent to the new roadway.

-Arthur LeBaron

Recommendation:

It is recommended that the City dispose of the property that is described in the proposed Quit Claim Deed, and I concur with the City Attorney's recommendation regarding the timing of the conveyance.

-Arthur LeBaron

Attachments:

1. Resolution 2024-15 Disposal of property adjacent to Bench Lake TH
2. Quit Claim Deed for Abandonment Adj to Bench Lake Townhomes

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH,
APPROVING DISPOSAL OF PROPERTY FOR THE REALIGNMENT OF 1100 WEST
IN CONJUNCTION WITH THE BENCH LAKE TOWNHOME PLAT.**

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

WHEREAS, the adjacent property owner has petitioned the City requesting the public right-of-way located adjacent to its property identified by the County Assessor as Parcel Number H-3397 be abandoned to the property owner; and

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

WHEREAS, the adjacent property owner is dedicating other property to the City for the realignment of the roadway;

WHEREAS, the adjacent property owner is constructing the realigned roadway as part of adjacent developments; and

WHEREAS, the total area of the property proposed for abandonment totals approximately 23,873 square feet or 0.548 acres; and

WHEREAS, it is recognized that a portion of the property proposed for abandonment will be dedicated back to the City as part of a connecting road for a future phase of adjacent development; and

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

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

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

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

BE IT HEREBY RESOLVED by the City Council of Hurricane, Utah that the property described in the attached exhibits be abandoned and incorporated into the adjacent property; provided, however, that no conveyance of the property shall occur until such time that the existing roadways and utilities are relocated out of the property and into a new dedicated right of way,

except that a portion of one lot of Bench Lake Townhomes Phase 1 may be conveyed to the adjacent owner prior to relocating the roadway.

BE IT HEREBY RESOLVED FURTHER by the City Council of Hurricane, Utah that the abandonment shall not release the property owner of their obligation to provide a public utility easement or needed improvements to the right-of-way as part of any future development of parcel H-3397.

DATED this 21st day of March, 2024.

Nanette Billings, Mayor

Attest:

Cindy Beteag, Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 21st day of March 2024. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

Cindy Beteag

WHEN RECORDED MAIL DOCUMENT TO:
HURRICANE CITY
147 N 870 WEST
HURRICANE, UT 84737

APN: H-3397

QUIT CLAIM DEED

HURRICANE CITY, A UTAH MUNICIPAL CORPORATION, Grantor, of Hurricane,
County of Washington, State of Utah,

Hereby **CONVEYS AND QUIT CLAIMS** to:

**BLUE MOUNTAINS PROPERTY ENTERPRISES, LLC, A UTAH LIMITED LIABILITY
COMPANY** Grantee, of Blanding, County of San Juan, State of Utah;

For the sum of TEN AND NO/100 DOLLARS, and other good and valuable considerations, the
following tract of land in WASHINGTON County, State of UTAH:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 21, TOWNSHIP 42 SOUTH,
RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING N89°
02'04"W, 324.25 FEET ALONG THE CENTER SECTION LINE; THENCE DEPARTING SAID
SECTION LINE AND RUNNING NORTH 565.73 FEET TO THE POINT OF BEGINNING, SAID
POINT BEING ON THE EASTERLY BOUNDARY LINE OF 1100 WEST STREET; THENCE
NORTHERLY ALONG SAID BOUNDARY LINE, N25°17'59"E 316.21 FEET; THENCE
DEPARTING SAID BOUNDARY LINE AND RUNNING N37°20'55"E 90.70 FEET; THENCE
NORTHEASTERLY ALONG THE ARC OF A 569.21 FOOT RADIUS CURVE TO THE LEFT A
DISTANCE OF 36.46 FEET, THROUGH A CENTRAL ANGLE OF 03°40'13",
(LONG CHORD BEARS: N35°30'47"E 36.46 FEET); THENCE EASTERLY ALONG THE ARC
OF A NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 1.49 FEET, HAVING A
RADIUS OF 20.00 FEET AND A RADIAL BEARING OF N09°38'35"E, THROUGH A CENTRAL
ANGLE OF 04°15'50" (LONG CHORD BEARS: S82°29'20"E 1.49 FEET); THENCE EASTERLY
ALONG THE ARC OF A 65.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT A
DISTANCE OF 13.83 FEET, THROUGH A CENTRAL ANGLE OF 12°11'25", (LONG CHORD
BEARS: S78°31'32"E 13.80 FEET); THENCE N25°15'51"E 69.08 FEET; THENCE S89°17'40"E 62.
79 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO
THE RIGHT A DISTANCE OF 149.61 FEET, HAVING A RADIUS OF 635.21 FEET AND A
RADIAL BEARING OF N66°08'49"W, THROUGH A CENTRAL ANGLE OF 13°29'42" (LONG
CHORD BEARS: S30°36'02"W 149.27 FEET); THENCE S37°20'50"W 399.94 FEET TO THE
POINT OF BEGINNING.

AREA CONTAINS 23,862 SQUARE FEET OR 0.548 ACRES, AS DEPICTED IN EXHIBIT A,

TOGETHER WITH all improvements and appurtenances there unto belonging, and being SUBJECT TO
easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

WITNESS the hand of said Grantor this the _____ day of _____, _____.

Nanette Billings, Hurricane City Mayor

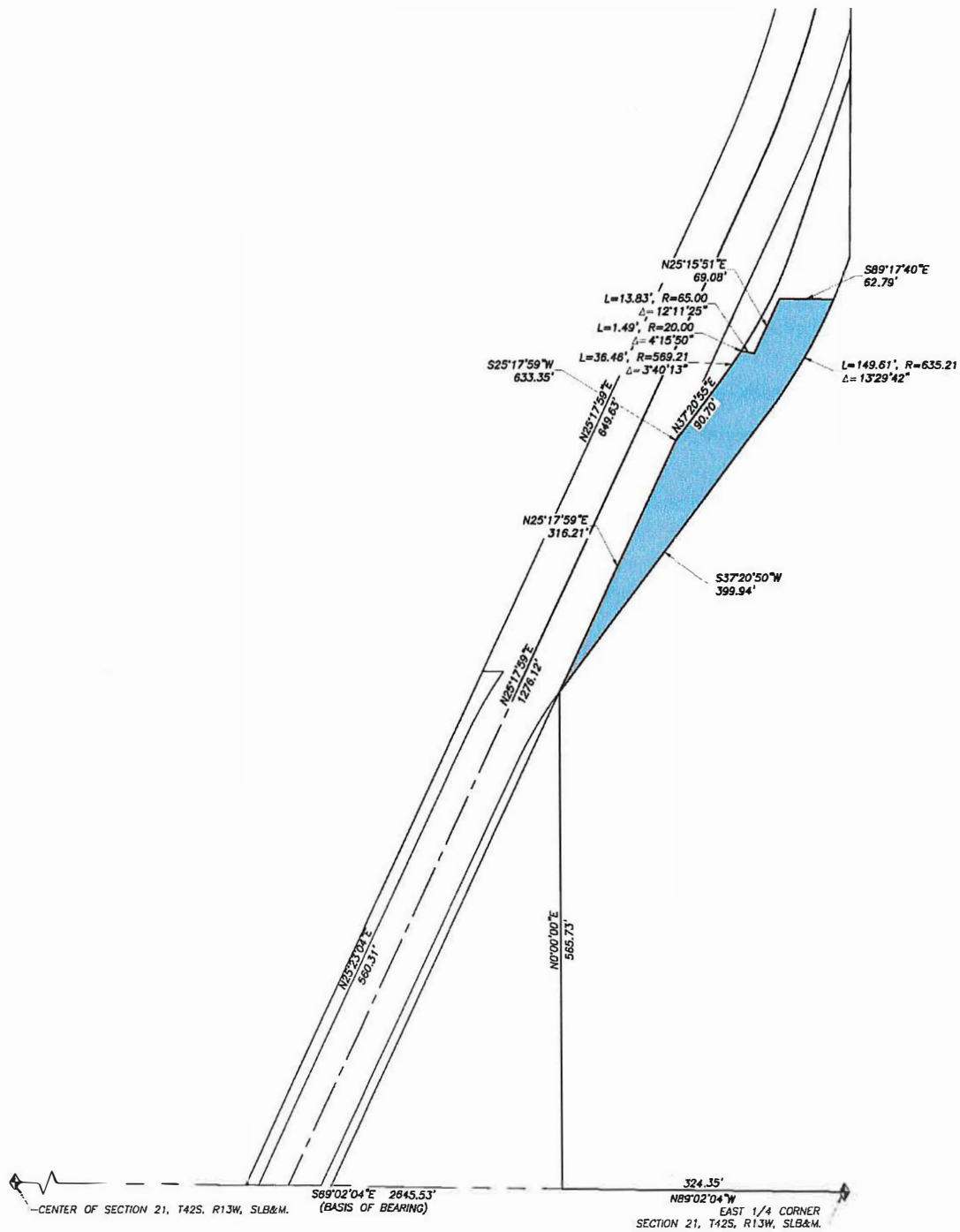
STATE OF UTAH }
COUNTY OF WASHINGTON } S.S.

On the _____ day of _____, 20____, personally appeared before me, NANETTE BILLINGS, who, being by me duly sworn did say that she is the MAYOR OF HURRICANE CITY, a Utah Municipal Corporation, and that she has signed the foregoing instrument for the reasons stated therein as duly authorized by the governing documents of said municipal corporation.

NOTARY PUBLIC

My Commission expires:

EXHIBIT A:





STAFF COMMENTS

Consideration and possible approval of **Resolution 2024-16 disposing of property along 1100 West adjacent to Hurricane Fields Estates** - Scott Stratton

Discussion:

In 2018 Scott Stratton and his partner quit-claimed a 60-foot wide parcel to Hurricane City for 1100 West, pursuant to a conversation he had with the mayor at the time. The deed was recorded without any input or review from the Engineering Department. It was later discovered, and all parties became aware, that 45 feet is all that the City needed to provide for the future roadway.

In 2023 Hurricane City began the process of acquiring right-of-way for 1100 West. When presented with an offer to purchase, Scott Stratton asked that the City deed back 15 feet of the 60 that was previously deeded prior to him signing over any more property. I have prepared a legal description of the 15 feet in question, reserving a public utilities easement.

-Arthur LeBaron

Findings:

The master planned width of 1100 West in the area is 90 feet, centered on the Section line. Only 45 feet is needed on Scott's West boundary. The 15 feet in question is excess and can be abandoned.

-Arthur LeBaron

Recommendation:

The Engineering Department recommends disposal of the 15 feet in question while reserving a public utilities easement, 10 feet wide. This will help the City in acquiring the property needed from Scott Stratton for 1100 West.

-Arthur LeBaron

Attachments:

1. Resolution 2024-16 Disposal of property adjacent to Hurricane Fields
2. Scott Stratton 1100 West Surplus Property Exhibit
3. Scott Stratton 60 Feet to Hurricane City

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH,
APPROVING DISPOSAL OF PROPERTY ALONG 1100 WEST ADJACENT TO
HURRICANE FIELDS ESTATES**

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

WHEREAS, the adjacent property owner has petitioned the City requesting the public right-of-way located adjacent to its property identified by the County Assessor as Parcel Number H-3-2-10-339 be abandoned to the property owner; and

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

WHEREAS, the total area of the property proposed for abandonment totals approximately 11,745 square feet or 0.27 acres; and

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

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

BE IT HEREBY RESOLVED by the City Council of Hurricane, Utah that the property described in the attached exhibits be abandoned and incorporated into the adjacent property; and

BE IT HEREBY RESOLVED FURTHER by the City Council of Hurricane, Utah that the abandonment shall not release the property owner of their obligation to provide a public utility easement or needed improvements to the right-of-way as part of any future development of parcel H-3-2-10-339.

DATED this 21st day of March, 2024.

Nanette Billings, Mayor

Attest:

Cindy Beteag, Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 21st day of March 2024. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

Cindy Beteag

Exhibit "A"

Commencing at the Southwest Corner of Section 10, Township 42 South, Range 13 West, Salt Lake Base and Meridian;

Thence North $0^{\circ}16'42''$ East 38.25 feet along the Section Line;

Thence South $89^{\circ}49'04''$ East 45.00 feet to the True Point of Beginning;

Thence North $0^{\circ}16'42''$ East 794.39 feet;

Thence South $89^{\circ}43'19''$ East 15.00 feet;

Thence South $0^{\circ}16'42''$ West 771.62 feet;

Thence South $33^{\circ}38'35''$ West 27.27 feet to the Point of Beginning.

Containing 11,745 square feet, or 0.27 acres.

Subject to a Public Utility Easement over, under, and across the West 10.00 feet of the above described parcel.

Quit Claim Deed Page 1 of 2
 Russell Shirts Washington County Recorder
 01/16/2018 10:05:36 AM Fee \$12.00 By
 MOUNTAIN VIEW TITLE - ST.GEORGE

When Recorded Mail To:
 City of Hurricane
 Raw Ground
 Hurricane, UT 84737

File No.: 158896

Space above this line for Recorder's use

Tax ID No. H-3-2-10-335, ~~H-3-2-10-336~~, H-3-2-10-337, and H-3-2-10-338 ~~DS~~

QUIT CLAIM DEED

Scott Stratton and Aaron Olsen, GRANTOR(S)

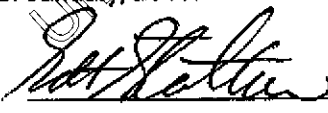
hereby **QUIT CLAIMS TO**

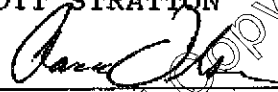
City of Hurricane, GRANTEE(S)

for the sum of (\$10.00) Ten Dollars and other good and valuable considerations the following described tract of land in Washington County, State of Utah, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

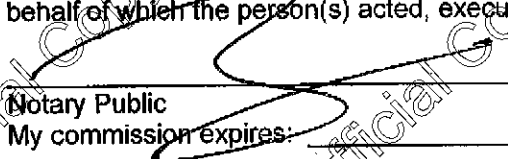
WITNESS the hand of said Grantor(s) this 12th day of January, 2018.

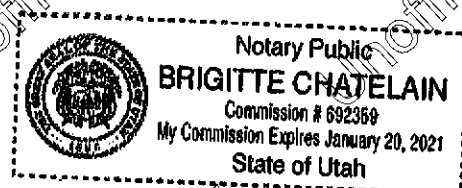

 SCOTT STRATTON


 AARON OLSEN

State of Utah
 County of Washington

On this 12th day of January, 2018, personally appeared before me, the undersigned Notary Public, personally appeared Scott Stratton and Aaron Olsen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.


 Notary Public
 My commission expires: _____



Grantors hereby grant a Right of Way on the following described property:

Exhibit "A"

BEGINNING AT A POINT LOCATED NORTH 00 DEG 16 MIN 42 SEC EAST ALONG THE WEST SECTION LINE 32.84 FEET FROM THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00 DEG 16 MIN 42 SEC EAST 799.87 FEET; THENCE SOUTH 89 DEG 43 MIN 19 SEC EAST 60.00 FEET; THENCE SOUTH 00 DEG 16 MIN 42 SEC WEST 771.61 FEET; THENCE SOUTH 33 DEG 38 MIN 35 SEC WEST 33.75 FEET; THENCE NORTH 89 DEG 49 MIN 04 SEC WEST 41.44 FEET TO THE POINT OF BEGINNING.

PART OF H-3-2-10-335



STAFF COMMENTS

Consideration and possible approval of a **Proclamation regarding the discharge of fireworks**

Discussion:

City Ordinances restrict the use of fireworks to July 2-5, July 22-25, New Year's Eve, and Chinese New Year's Eve. In addition, the Ordinances authorize the Mayor to place by proclamation one of three conditions on fireworks. Based on a recommendation from the Fire District, the Mayor is proposing Condition 3, which is to restrict the discharge of fireworks to the following four locations: Spilsbury Park ball fields, American Legion ball fields, Three Falls Park, and Dixie Springs Park. The Mayor's proclamation does not require Council consent, but the Mayor is seeking the Council's approval of the proposed proclamation. -Dayton Hall

Findings:

Recommendation:

Attachments:

1. Proclamation 2024 - Fireworks

PROCLAMATION

REGULATING AND RESTRICTING THE DISCHARGE OF FIREWORKS WITHIN HURRICANE CITY

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

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

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

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

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

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

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

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

- July: Beginning on July 2 and ending on July 5 and beginning on July 22 and ending on July 25 between the hours of eleven o'clock (11:00) A.M. and eleven o'clock (11:00) P.M. except that on July 4 and July 24 the hours are eleven o'clock (11:00) A.M. to twelve o'clock (12:00) midnight;
- New Year's Eve: Beginning at eleven o'clock (11:00) A.M. on December 31 and ending at one o'clock (1:00) A.M. on the following day.
- Chinese New Year's Eve: Beginning at eleven o'clock (11:00) A.M. on the Chinese New Year's Eve and ending at one o'clock (1:00) a.m. on the following day.

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

Condition 3:

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

Furthermore, Hurricane City is permitted to discharge commercial fireworks on July 4th at the Sand Hollow State Park.

Proclaimed this 21st day of March 2024.

Nanette Billings, Mayor

Attest: _____
Cindy Beteag, Recorder



STAFF COMMENTS

Consideration and possible approval of **transferring funds from the sale of abandoned property** - Chief Excell

Discussion:

Under Utah State Law, abandoned property that is left in the custody of the Police Department can be sold at auction following the procedure outlined under state law to do everything we can to locate the owner. Over the past couple of years, we have sold property through TNT Auctions that has met the threshold of the law, and we currently have in that account a total of \$ 15,024.32.

Under Utah State Law, funds in this account have to be allocated by the City Council to be utilized. At this time, we are asking the City Council to allocate \$10,936.00 to the Police Department to complete the purchase of our replacement pistols due to wear and to convert to the Red Dot sights. Law enforcement is rapidly converting to the Red Dot sight weapons due to the increased accuracy, which will reduce liability.

I can answer any additional questions, I do appreciate your consideration of this request and your continued support. Chief Excell

Findings:

Recommendation:

Attachments:

1. Funds on Abandoned Property for City Council

Mayor
Nanette Billings

March 6th,

Chief of Police
Lynn L. Excell

City Manager
Kaden C. DeMille

Council



HURRICANE CITY
Police
UTAH

City Council

David Hirschi
Kevin Thomas
Clark Fawcett
Drew Ellerman
Debbie White

2024

Hurricane City Mayor and City

Re: Allocation of Funds from the

Sale of Abandoned Property

Under Utah State Law, abandoned property that is left in the custody of the Police Department can be sold at auction following the procedure outlined under state law to do everything we can to locate the owner. Over the past couple of years, we have sold property through TNT Auctions that has met the threshold of the law, and we currently have in that account a total of \$ 15,024.32.

Under Utah State Law, funds in this account have to be allocated by the City Council to be utilized. At this time, we are asking the City Council to allocate \$10,936.00 to the Police Department to complete the purchase of our replacement pistols due to wear and to convert to the Red Dot sights. Law enforcement is rapidly converting to the Red Dot sight weapons due to the increased accuracy, which will reduce liability.

I can answer any additional questions, I do appreciate your consideration of this request and your continued support.

Lynn L. Excell, Chief of Police





STAFF COMMENTS

Consideration and possible approval of ZC24-03 a **Zone Change Amendment Request located at approximately 2544 S 3700 W from PF, public facility, to R1-10, residential one unit per 10,000 square feet.** Parcel numbers H-4-2-13-1402-GS3, H-4-2-13-1403-GS3, H-4-2-13-1404-GS3, H-4-2-13-1406-GS3, and H-4-2-13-1408-GS3. Western Mortgage and Realty Co, Applicant. Karl Rasmussen, Agent.

Discussion:

The applicant is seeking a zone change to facilitate a land swap between Western Mortgage and Realty Co. and the Washington County Water Conservancy District (WCWCD). The District owns approximately 38 acres adjacent to the Dixie Springs subdivision which is currently undeveloped besides two well sites and some of the road improvements for 3700 W. Western Mortgage will swap this land for property north of planned 2300 S which the Water Conservancy District will use for a larger water facility while the District's original property will be developed as residences. The former WCWCD property will be rezoned from Public Facility to Single Family Residential R1-10; the former Western Mortgage property will not be rezoned at this time. The Planning Commission heard this item on March 14, 2024 and unanimously recommended approval by the City Council. -Gary Cupp

Findings:

Recommendation:

Attachments:

1. Ordinance ZC24-03
2. Redlined Zone Change Exhibit - Western Mortgage WCWCD Zone Change - 2024.03.04 COMMENTS BY KARL RASMUSSEN
3. Warranty_Deed_or_Owner_Affidav
4. ZC24-03 Western Mortgage & WCWCD CC Staff Report_3-21-24
5. ZC24-03_Application
6. 336-002 WCWCD - WESTERN MORTGAGE ZONE CHANGE UPDATED 3-13-2024-ROS
7. Re RE-Zone and Land swap
8. Regarding the WCWCD Land Swap and Rezoning near 2544 S 3700 W
9. Hurricane Build Dept_20240313_154852

ORDINANCE NO ZC24-03

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE FOR PARCELS H-4-2-13-1402-GS3, H-4-2-13-1403-GS3, H-4-2-13-1404-GS3, H-4-2-13-1406-GS3, AND H-4-2-13-1408-GS3 FROM PUBLIC FACILITY (PF) TO SINGLE FAMILY RESIDENTIAL (R1-10)

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

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

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

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

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

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

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

That parcels H-4-2-13-1402-GS3, H-4-2-13-1403-GS3, H-4-2-13-1404-GS3, H-4-2-13-1406-GS3, and H-4-2-13-1408-GS3 from Public Facility (PF) to Single Family Residential (R1-10).

PASSED AND APPROVED on this 21st day of March 2024.

Hurricane City

Nanette Billings, Mayor

Attest:

Cindy Beteag, City Recorder

The foregoing Ordinance was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 15th day of February 2024. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

Cindy Beteag, City Recorder

EXHIBIT A
ZONING MAP

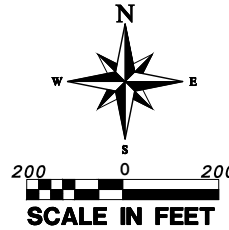
ZONE CHANGE FOR: WESTERN MTG & REALTY CO & W.C.W.C.D.

LOCATED IN THE SECTIONS 12 & 13, T42S, R14W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

LEGEND

	PROPERTY LINE
	ADJACENT PROPERTY LINE
	SECTION LINE
	SECTION CORNER AS DESCRIBED
	FOUND CENTERLINE MONUMENT AS DESCRIBED
	PROPOSED R1-10 ZONE (CURRENT ZONE PF)
	PROPOSED PF ZONE (CURRENT ZONE R1-10)
	EXISTING R1-10 ZONE
	EXISTING PF ZONE
	EXISTING RM-3 ZONE

PARCEL	
A	OWNER: W.C.W.C.D. (H-4-2-13-1405-GS3)
B	OWNER: DIXIE REA (SUBSTATION) (H-4-2-13-1407-SA)
C	OWNER: WESTERN MORTGAGE & REALTY CO.



PARCEL 2A (WESTERN MORTGAGE TO W.C.W.C.D.) DESCRIPTION

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 14 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE S88°30'34"E ALONG THE NORTH SECTION LINE OF SAID SECTION 13, 708.92 FEET; THENCE N01°17'21"E 54.46 FEET TO THE POINT OF BEGINNING; THENCE N01°17'21"E 254.11 FEET; THENCE NORTHERLY ALONG THE ARC OF A 8703.97 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 348.20 FEET, THROUGH A CENTRAL ANGLE OF 02°17'32", (LONG CHORD BEARS: N02°26'07"E 348.18 FEET); THENCE NORTHERLY ALONG THE ARC OF A 8793.97 FOOT RADIUS REVERSE CURVE TO THE LEFT A DISTANCE OF 351.83 FEET, THROUGH A CENTRAL ANGLE OF 02°17'32", (LONG CHORD BEARS: N02°26'06"E 351.81 FEET); THENCE N01°13'07"E 291.39 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 19.50 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 30.53 FEET, THROUGH A CENTRAL ANGLE OF 89°42'43", (LONG CHORD BEARS: N46°04'28"E 27.51 FEET); THENCE S89°04'10"E 1212.08 FEET; THENCE S00°55'50"W 1289.34 FEET; THENCE N88°30'34"W 1240.69 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 12.50 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 19.59 FEET, THROUGH A CENTRAL ANGLE OF 89°47'55", (LONG CHORD BEARS: N43°36'37"W 17.65 FEET) TO THE POINT OF BEGINNING.

AREA CONTAINS 1593568 SQUARE FEET OR 36.583 ACRES.

PARCEL 1B (W.C.W.C.D. TO WESTERN MORTGAGE) DESCRIPTION

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 14 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE S88°30'34"E ALONG THE NORTH SECTION LINE OF SAID SECTION 13, 708.92 FEET; THENCE S01°17'21"W 330.37 FEET TO THE POINT OF BEGINNING; THENCE S88°30'06"E 615.34 FEET; THENCE S01°12'18"W 661.13 FEET; THENCE N88°29'56"W 601.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 23.51 FEET, THROUGH A CENTRAL ANGLE OF 89°47'17", (LONG CHORD BEARS: N43°36'18"W 21.17 FEET); THENCE N01°17'21"E 646.15 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 407,075 SQUARE FEET OR 9.345 ACRES.

PARCEL 1A (W.C.W.C.D. TO WESTERN MORTGAGE) DESCRIPTION

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 14 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE S01°09'52"W ALONG THE QUARTER SECTION LINE, 330.28 FEET TO THE POINT OF BEGINNING; THENCE S88°30'06"E 618.20 FEET; THENCE S01°17'21"W 646.04 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 23.76 FEET, THROUGH A CENTRAL ANGLE OF 90°45'01", (LONG CHORD BEARS: S46°39'51"W 21.35 FEET); THENCE N88°29'54"W 120.31 FEET; THENCE S01°11'04"W 51.00 FEET; THENCE S88°29'56"E 14.05 FEET TO THE POINT OF TANGENCY; THENCE SOUTHWESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 23.64 FEET, THROUGH A CENTRAL ANGLE OF 90°19'00", (LONG CHORD BEARS: S46°20'34"W 21.27 FEET); THENCE S01°11'04"W 124.86 FEET; THENCE S88°48'56"E 112.43 FEET; THENCE S01°11'04"W 720.00 FEET; THENCE N88°48'56"W 112.43 FEET; THENCE S01°11'04"W 200.02 FEET; THENCE S88°48'56"E 112.43 FEET; THENCE S01°11'04"W 90.77 FEET; THENCE S25°58'49"E 58.45 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET AND A RADIAL BEARING OF S01°11'04"W, A DISTANCE OF 20.42 FEET, THROUGH A CENTRAL ANGLE OF 77°59'32", (LONG CHORD BEARS: S49°49'10"E 18.88 FEET); THENCE SOUTHERLY ALONG THE ARC OF A 565.00 FOOT RADIUS REVERSE CURVE TO THE LEFT A DISTANCE OF 89.23 FEET, THROUGH A CENTRAL ANGLE OF 09°02'55", (LONG CHORD BEARS: S15°20'51"E 89.14 FEET); THENCE N88°28'38"W 620.97 FEET; THENCE N01°09'52"E 93.67 FEET; THENCE N88°50'08"W 25.00 FEET; THENCE S01°09'52"W 93.52 FEET; THENCE N88°28'38"W 674.02 FEET; THENCE N01°09'52"E 28.01 FEET; THENCE S88°38'55"E 661.10 FEET; THENCE N01°09'52"E ALONG THE QUARTER SECTION LINE OF SAID SECTION 13, 1980.91 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 1,186,502 SQUARE FEET OR 27.238 ACRES.

IT SHOULD BE NOTED THAT THE ZONE CHANGE EXHIBIT DEPICTS WHAT SEEM TO BE ANTICIPATED PARCEL BOUNDARY ADJUSTMENTS AND/OR PARCEL SUBDIVISIONS. IT APPEARS THE WELL SITE DESCRIPTIONS ARE MEANT TO EVENTUALLY BE LOT BOUNDARIES AND ONLY THE WESTERN HALVES OF PARCELS H-4-2-12-130-GS3 & H-4-2-12-131-GS3 ARE INCLUDED IN THE ZONE CHANGE TO PUBLIC FACILITY. DO THESE SITES MEET THE REQUIREMENTS TO BE EXEMPT FROM A PLAT (HCC 10-39-4)?

THIS IS NOTHING TO WORRY ABOUT BECAUSE THE DISTRICT WANTS PROTECTIONS OF THEIR WELLS AND THEY ALREADY EXIST. A SUBDIVISION PLAT WILL TAKE CARE OF YOUR VERY CONCERN HERE.

WELL DESCRIPTIONS

PARCEL W23 (WELL SITE #23): COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 14 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE QUARTER SECTION LINE, S01°09'52"W 1042.55 FEET; THENCE S88°29'56"E, 495.28 FEET TO THE POINT OF BEGINNING; THENCE S88°29'56"E 101.46 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 31.31 FEET, THROUGH A CENTRAL ANGLE OF 89°41'00", (LONG CHORD BEARS: S43°39'26"E 28.21 FEET); THENCE S01°11'04"W 119.30 FEET; THENCE N88°48'56"W 136.43 FEET; THENCE N01°11'04"E 124.86 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 23.64 FEET, THROUGH A CENTRAL ANGLE OF 90°19'00", (LONG CHORD BEARS: N46°20'34"E 21.27 FEET) TO THE POINT OF BEGINNING.

PARCEL W23 AREA CONTAINS 18,908 SQUARE FEET OR 0.434 ACRES.

PARCEL W19 (WELL SITE #19): COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 14 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE QUARTER SECTION LINE, S01°09'52"W 1902.30 FEET; THENCE S88°29'56"E, 479.89 FEET TO THE POINT OF BEGINNING; THENCE S88°48'56"E 136.43 FEET; THENCE S01°11'04"W 200.02 FEET; THENCE N88°48'56"W 136.43 FEET; THENCE N01°11'04"E 200.02 FEET TO THE POINT OF BEGINNING.

PARCEL W19 AREA CONTAINS 27,289 SQUARE FEET OR 0.626 ACRES.

PARCEL MW1 (MONITORING WELL SITE #1): COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 14 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE QUARTER SECTION LINE, S01°09'52"W 2247.74 FEET; THENCE S88°48'55"E 12.92 FEET TO THE POINT OF BEGINNING; THENCE S88°50'08"E 25.00 FEET; THENCE S01°09'52"W 93.67 FEET; THENCE N88°28'38"W 25.00 FEET; THENCE N01°09'52"E 93.52 FEET TO THE POINT OF BEGINNING.

PARCEL MW1 AREA CONTAINS 2,340 SQUARE FEET OR 0.054 ACRES.

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	23.76'	15.00'	21.35'	S46°39'51"W	90°45'01"
C2	23.64'	15.00'	21.27'	N46°20'34"E	90°19'00"
C3	20.42'	15.00'	18.88'	S49°49'10"E	77°59'32"
C4	89.23'	565.00'	89.14'	S15°20'51"E	9°02'55"
C5	31.31'	20.00'	28.21'	S43°39'26"E	89°41'00"
C6	23.51'	15.00'	21.17'	N43°36'18"W	89°47'17"
C7	348.20'	8703.97'	348.18'	N2°26'07"E	2°17'32"
C8	351.83'	8793.97'	351.81'	N2°26'06"E	2°17'32"
C9	30.53'	19.50'	27.51'	N46°04'28"E	89°42'43"

LINE TABLE

LINE	LENGTH	DIRECTION
L1	101.46'	S88°29'56"E
L2	119.30'	S1°11'04"W
L3	136.43'	N88°48'56"W
L4	124.86'	N1°11'04"E
L5	136.43'	S88°48'56"E
L6	200.02'	S1°11'04"W
L7	136.43'	N88°48'56"W
L8	200.02'	N1°11'04"E
L9	25.00'	S88°50'08"E
L10	93.67'	S1°09'52"W
L11	25.00'	N88°28'38"W
L12	93.52'	N1°09'52"E
L13	120.31'	N88°29'54"W
L14	51.00'	S1°11'04"W
L15	14.05'	S88°29'56"E

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: 1-435-668-8801



ZONE CHANGE FOR:
WESTERN MTG & REALTY CO & W.C.W.C.D.
LOCATED IN THE SECTIONS 12 & 13, T42S, R14W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

DATE: 2/17/2024
SCALE: 1"=200'

JOB NO.
336-002

SHEET NO:
1 OF 1

ENGINEERING - JEREMY PICKERING 03/04/2024

TURF SOD ROAD
CENTERLINE

THE BOUNDARIES OF THE
PROPOSED ZONE CHANGES
SHOULD EXTEND TO THE
ROADWAY CENTERLINES.

WATER
DISTRICT
DOESN'T WANT
THE ZONE
CHANGE UNTIL
THEY PRESENT
THEIR
PROJECT

GROUND WATER SOURCE PROTECTION
ZONES ARE TYPICALLY AN AMORPHOUS
SHAPE (MOST CLOSELY RESEMBLING

ZONES ADDED TO
NEW MAP.

des/code_of_ordinances?nodeId=TI18TUT_C
H1WAUSSE_ARTADRWASOPR)
SPECIFIES SPECIFIC DEVELOPMENT

THIS DEDICATION
WILL OCCUR
DURING THE FINAL
PLAT PROCESS OF
DIXIE HEIGHTS
PHASE 3. WE'D
LIKE TO NOT HAVE
TO CREATE
ANOTHER
INSTRUMENT AND
SPEND MORE
MONEY ON ONE
WHEN ONLY ONE
IS NECESSARY

RIGHT OF WAY (THROUGH PURCHASE
OR DEDICATION) BEFORE PROCEEDING.

Corporate Warranty Deed Page 1 of 2
 Gary Christensen Washington County Recorder
 02/14/2024 11:21:46 AM Fee \$40.00 By
 SOUTHERN UTAH TITLE COMPANY

When recorded mail deed and tax notice to:

Washington Water Conservancy District
 533 Water Works Way
 St. George, UT 84770



**SOUTHERN UTAH
 TITLE COMPANY**
"Doing good Deeds for over 70 years"
 sutco.com

Order No. 227691 - BLS

Tax I.D. No. H-4-2-13-1403-GS3, H-4-2-13-1402-GS3, and H-4-2-13-1408-GS3

Space Above This Line for Recorder's Use

WARRANTY DEED

Corporate Form

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, organized and existing under the laws of the State of Utah with its principal office at St. George, County of Washington, State of Utah, grantor(s), hereby

CONVEYS and WARRANTS to

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, grantee(s) of St. George, County of Washington, State of Utah, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION the following described tract of land in Washington County, State of Utah:

See Attached Exhibit "A"

TOGETHER WITH all improvements and appurtenances there unto belonging, and being SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

In witness whereof, the grantor(s) has/have caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 9th day of February, 2024.

WASHINGTON COUNTY WATER CONSERVANCY
 DISTRICT

By: Zachary Renstrom

Zachary Renstrom, General Manager

SOUTHERN UTAH TITLE COMPANY
ACCOMMODATION RECORDING ONLY
 NOT EXAMINED

STATE OF Utah)

:ss.

COUNTY OF Washington)

On the 9th day of February, 2024, personally appeared before me, Zachary Renstrom, who being by me duly sworn, did say that the said Zachary Renstrom is the General Manager of WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by a resolution of its board of directors) and Zachary Renstrom duly acknowledged to me that said corporation executed the same.

Brad L Seegmiller
 NOTARY PUBLIC

My Commission Expires: 9/10/2024

SOUTHERN UTAH TITLE COMPANY
ACCOMMODATION RECORDING ONLY
 NOT EXAMINED

**BRAD L SEEGMILLER**

Notary Public

State Of Utah

My Commission Expires 09-10-2024
 COMMISSION NO. 713808

Exhibit "A" – Legal Description

PARCEL W1 (WELL SITE #1) TO BE DEEDED FROM WCWCD TO THEMSELVES:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 14 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE QUARTER SECTION LINE, S01°09'52"W 1042.55 FEET; THENCE S88°29'56"E, 495.28 FEET TO THE POINT OF BEGINNING; THENCE S88°29'56"E 101.46 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 31.31 FEET, THROUGH A CENTRAL ANGLE OF 89°41'00", (LONG CHORD BEARS: S43°39'26"E 28.21 FEET); THENCE S01°11'04"W 119.30 FEET; THENCE N88°48'56"W 136.43 FEET; THENCE N01°11'04"E 124.86 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 23.64 FEET, THROUGH A CENTRAL ANGLE OF 90°19'00", (LONG CHORD BEARS: N46°20'34"E 21.27 FEET) TO THE POINT OF BEGINNING.

PARCEL W1 AREA CONTAINS 18,908 SQUARE FEET OR 0.434 ACRES.

PARCEL W2 (WELL SITE #2) TO BE DEEDED FROM WCWCD TO THEMSELVES:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 14 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE QUARTER SECTION LINE, S01°09'52"W 1572.02 FEET; THENCE S88°29'56"E, 479.89 FEET TO THE POINT OF BEGINNING; THENCE S88°48'56"E 136.43 FEET; THENCE S01°11'04"W 200.02 FEET; THENCE N88°48'56"W 136.43 FEET; THENCE N01°11'04"E 200.02 FEET TO THE POINT OF BEGINNING.

PARCEL W2 AREA CONTAINS 27,289 SQUARE FEET OR 0.626 ACRES.

PARCEL W3 (WELL SITE #3) TO BE DEEDED FROM WCWCD TO THEMSELVES:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 14 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE QUARTER SECTION LINE, S01°09'52"W 2247.74 FEET; THENCE S88°48'55"E, 12.92 FEET TO THE POINT OF BEGINNING; THENCE S88°50'08"E 25.00 FEET; THENCE S01°09'52"W 93.67 FEET; THENCE N88°28'38"W 25.00 FEET; THENCE N01°09'52"E 93.52 FEET TO THE POINT OF BEGINNING.

PARCEL W3 AREA CONTAINS 2,340 SQUARE FEET OR 0.054 ACRES.

Corporate Warranty Deed Page 1 of 4
 Gary Christensen Washington County Recorder
 02/14/2024 11:21:46 AM Fee \$40.00 By
 SOUTHERN UTAH TITLE COMPANY

When recorded mail deed and tax notice to:
 WASHINGTON COUNTY WATER CONSERVANCY
 DISTRICT
 533 E. Water Works Way
 St. George, UT 84770



SOUTHERN UTAH
 TITLE COMPANY
 "Doing good Deeds for over 70 years"
 sutco.com

Order No. 227691 - BLS
 Tax I.D. No. H-4-2-12-131-GS3, H-4-2-12-130-GS3, and H-4-2-12-1102-GS3

Space Above This Line for Recorder's Use

WARRANTY DEED

Corporate Form

Western Mortgage & Realty Company, a Washington Corporation, also appearing of record as Western Mortgage & Realty Company, organized and existing under the laws of the State of Washington with its principal office at Pasco, County of Franklin, State of Washington, grantor(s), hereby

CONVEYS and WARRANTS to

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, grantee(s) of St. George, County of Washington, State of Utah, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION the following described tract of land in Washington County, State of Utah:

See Attached Exhibit "A"

See Water Rights Addendum to Land Deeds attached hereto and made a part hereof

TOGETHER WITH all improvements and appurtenances there unto belonging, and being SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

In witness whereof, the grantor(s) has/have caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 7th day of FEBRUARY, 2024.

Western Mortgage & Realty Company, a Washington Corporation

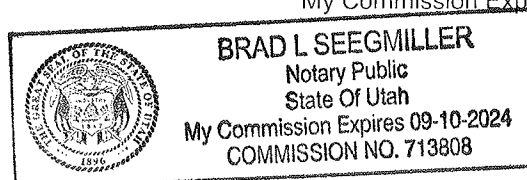
By: [Signature]
 Tim M. Tippet, Vice-President

STATE OF Utah)
) :ss.
 COUNTY OF Washington)

On the 7th day of February, 2024, personally appeared before me, Tim M. Tippet, who being by me duly sworn, did say that the said Tim M. Tippet is the Vice-President of Western Mortgage & Realty Company, a Washington Corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by a resolution of its board of directors) and Tim M. Tippet duly acknowledged to me that said corporation executed the same.

[Signature]
 NOTARY PUBLIC

My Commission Expires: 9/10/2024



Attachment to that certain Corporate Warranty Deed executed by Western Mortgage & Realty Company, a Washington Corporation, also appearing of record as Western Mortgage & Realty Company grantor(s), to WASHINGTON COUNTY WATER CONSERVANCY DISTRICT grantee(s).

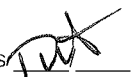
Order No. 227691

Tax I.D. No. H-4-2-12-131-GS3, H-4-2-12-130-GS3, and H-4-2-12-1102-GS3

EXHIBIT "A"

PARCEL 2A: (Labeled as such for reference purposes)

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 14 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE S88°30'34"E ALONG THE NORTH SECTION LINE OF SAID SECTION 13, 708.92 FEET; THENCE N01°17'21"E 54.46 FEET TO THE POINT OF BEGINNING; THENCE N01°17'21"E 254.11 FEET; THENCE NORTHERLY ALONG THE ARC OF A 8703.97 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 348.20 FEET, THROUGH A CENTRAL ANGLE OF 02°17'32", (LONG CHORD BEARS: N02°26'07"E 348.18 FEET); THENCE NORTHERLY ALONG THE ARC OF A 8793.97 FOOT RADIUS REVERSE CURVE TO THE LEFT A DISTANCE OF 351.83 FEET, THROUGH A CENTRAL ANGLE OF 02°17'32", (LONG CHORD BEARS: N02°26'06"E 351.81 FEET); THENCE N01°13'07"E 291.39 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 19.50 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 30.53 FEET, THROUGH A CENTRAL ANGLE OF 89°42'43", (LONG CHORD BEARS: N46°04'28"E 27.51 FEET); THENCE S89°04'10"E 1212.08 FEET; THENCE S00°55'50"W 1289.34 FEET; THENCE N88°30'34"W 1240.69 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 12.50 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 19.59 FEET, THROUGH A CENTRAL ANGLE OF 89°47'55", (LONG CHORD BEARS: N43°36'37"W 17.65 FEET) TO THE POINT OF BEGINNING.

Initials 

WATER RIGHTS ADDENDUM TO LAND DEEDS

Grantor: Western Mortgage & Realty Company, a Washington Corporation
 Grantee: WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
 Tax ID Number(s): H-4-2-12-131-GS3, H-4-2-12-130-GS3, and H-4-2-12-1102-GS3

In connection with the conveyance of the above referenced parcel(s), Grantor hereby conveys to Grantee without warranty, except for a warranty of title as to all claiming title by or through Grantor, the following interests in water and/or makes the following disclosures:

Check one box only

- 1 ☐ All of Grantor's water rights used on Grantor's Parcel(s) are being conveyed.
 2 ☐ Only a portion of Grantor's water rights are being conveyed. (County Recorder should forward a copy of this form to the Utah Division of Water Rights if Box 1 or 2 above is checked)
 3 ☒ No water rights are being conveyed.
 4 ☐ Water rights are being conveyed by separate deed.

Proceed to Section

A

B

C

C

Important Notes
(see other side)

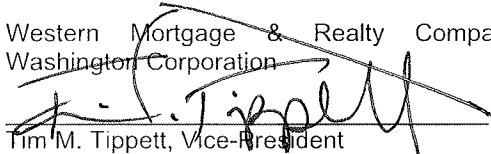
Section

A	The water right(s) being conveyed include Water Right No(s). along with all applications pertaining to the water right(s) listed in this Section A, and all other appurtenant water rights (Proceed to Section C)	N1 N2 N3
B	Only the following water rights are being conveyed: (check all boxes that apply) ☐ All of Water Rights No(s). ☐ acre-feet from Water Right No. for: families acres of irrigated land: stock water for Equivalent Livestock Units; and/or for the following other uses ☐ acre-feet from Water Right No. for: families acres of irrigated land: stock water for Equivalent Livestock Units; and/or for the following other uses Along with all applications pertaining to the water right(s) listed in this Section B. (Proceed to Section C)	N1 N4 N5 N5 N2
C	Disclosures By Grantor: (check all boxes that apply) ☐ Grantor is endorsing and delivering To Grantee stock certificates for Shares stock in the following water company: ☐ Culinary water service is provided by: ☐ Outdoor water service is provided by: ☒ There is no water service available to Grantor's Parcel(s). ☐ Other water related disclosures:	N6 N7 N8 N9 N10

Attach and sign additional copies of this form if more space is needed.

The undersigned acknowledge sole responsibility for the information contained herein even though they may have been assisted by employees of the Utah Division of Water Rights, real estate professionals, or other professionals, except to the extent that title insurance or a legal opinion concerning such information is obtained.

Grantor's Signature: Western Mortgage & Realty Company, a Washington Corporation


 Tim M. Tippet, Vice-President

Grantee's Acknowledgment of Receipt: WASHINGTON COUNTY WATER CONSERVANCY DISTRICT


 Zachary Renstrom, General Manager

Grantee's Address: 533 E. Water Works Way, St. George, Utah 84770

NOTE: GRANTEE MUST KEEP A CURRENT ADDRESS ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS.

NOTES TO WATER RIGHTS ADDENDUM TO LAND DEEDS

Please read the following notes carefully in order to avoid problems and the possible loss of the water rights being conveyed in connection with this transaction.

The mere purchase of a water right does not guarantee: (1) that the water right is in good standing with the Utah Division of Water Rights; (2) that the owner has clear title to the water right; (3) that the Division will recognize the ownership change; or (4) that the Division will approve any proposed changes or extensions regarding the water right. You are encouraged to conduct proper "due diligence" research into any water right before purchasing it.

- N1 Once this Water Rights Addendum has been recorded at the County Recorder's Office, Grantee must prepare a "Report of Water Right Conveyance" or "ROC" (available from the Utah Division of Water Rights) and file it with the Utah Division of Water Rights in order to: (1) have the Division's records updated with current ownership and address information; (2) file any application on these water rights; and (3) receive notifications concerning deadlines and other essential information pertaining to these rights. **Failure to do so PROMPTLY may result in the loss of these water rights.** Help with reviewing the water rights and completing the ROC can be obtained from the Utah Division of Water Rights and/or water professionals, such as attorneys, engineers, surveyors, and title professionals with experience in water rights and water law.
- N2 A water right often has one or more applications on file with the Utah Division of Water Rights that affect that water right, such as change applications, extension requests, and non-use applications. These applications should be transferred with the water right. The Grantee should review the water right applications and other documents on file with the Utah Division of Water Rights.
- N3 Water rights owned by the Grantor and used on Grantor's Parcel may be "appurtenant" to Grantor's Parcel. Not all appurtenant water rights have been assigned a water right number because not all water rights are "of record." If Section A is being completed, this conveyance includes all appurtenant water rights, whether or not they are listed by water right number or are of record. Grantee should investigate each water right listed and determine if there are any water rights that are not of record. If there are water rights not of record, Grantee should seriously consider making them of record by filing the appropriate forms with the Utah Division of Water Rights.
- N4 100% of the water rights listed here are being conveyed to Grantee. A Report of Water Right Conveyance (see N1 above) should be filed on each water right listed here. The Water Rights listed in Section B may not provide sufficient water for all of the historic water uses.
- N5 Less than 100% of the water right listed is being conveyed to Grantee. The exact portion to be conveyed, expressed in terms of the beneficial uses associated with this portion of the water right must be described. This description generally consists of: (1) the number of families for domestic (indoor culinary) uses (generally quantified as 0.45 acre-feet per family for a year-round residence and 0.25 acre-feet per family for a seasonal residence); (2) the number of acres irrigated (this involves issues of "irrigation duty" [the number of acre-feet of water allowed per acre of irrigated land] and "sole supply/supplemental supply"[the amount of water allocated to each water right when more than one right is used on the same land or for the same livestock]; and (3) the number of livestock being watered (expressed in terms of equivalent livestock units or "ECUS" which are quantified at the rate of 0.028 acre-feet per EAU for full-year use. Any other uses being conveyed should be similarly described. Help with evaluating, quantifying, and/or describing the uses can be obtained from the Utah Division of Water Rights and/or water professionals.
- N6 Shares of stock in water companies (including irrigation, canal, and ditch companies) are generally not transferred by deed. Each company has procedures for transferring ownership. The company should be contacted to ascertain the appropriate procedures to follow. The most common procedure is for the Grantor to endorse and deliver the stock certificate to the Grantee, who then presents that certificate to company for issuance of a new certificate in the Grantee's name. If another procedure is to be followed, that should be noted on the "Other water related disclosures" line in Section C of this form. Each company also defines how much water is associated with a particular share and what fees and assessments are charged. The Grantee should contact the company about all such issues.
- N7 If culinary water service is currently being provided to the Grantor's Parcel by a municipality, a water district, or a water company, that entity should be listed here and the Grantee should contact that entity to ascertain what is required to continue receiving such service.
- N8 If outdoor/secondary/irrigation water service is currently being provided to the Grantor's Parcel by a municipality, a water district, or a water company, that entity should be listed here and the Grantee should contact that entity to ascertain what is required to continue receiving such service.
- N9 If this box is checked, the Grantee should investigate what water IF ANY is available for use on the Grantor's Parcel.
- N10 This space should be used for any other information that the Grantor has which is relevant to water issues associated with the Grantor's Parcel.

The Utah Division of Water Rights (often referred to as the State Engineer's Office) is located at 1594 W. North Temple, Suite 220, PO Box 146300, Salt Lake City, Utah 84114-6300 Telephone: 801-553-7240 Web Address: www.waterrights.utah.gov

Corporate Warranty Deed Page 1 of 4
 Gary Christensen Washington County Recorder
 02/14/2024 11:21:46 AM Fee \$40.00 By
 SOUTHERN UTAH TITLE COMPANY

When recorded mail deed and tax notice to:
 Western Mortgage & Realty Company, a Washington
 Corporation
 6610 W. Court St.
 Pasco, WA 99301



**SOUTHERN UTAH
 TITLE COMPANY**
"Doing good Deeds for over 70 years"
 sutt.com

Order No. 227691 - BLS

Space Above This Line for Recorder's Use

Tax I.D. No. H-4-2-13-1491-GS3, H-4-2-13-1403-GS3, H-4-2-13-1404-GS3, H-4-2-13-1402-GS3, and H-4-2-13-1408-GS3

WARRANTY DEED

Corporate Form

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, organized and existing under the laws of the State of Utah with its principal office at St. George, County of Washington, State of Utah, grantor(s), hereby

CONVEYS and WARRANTS to

Western Mortgage & Realty Company, a Washington Corporation, grantee(s) of Pasco, County of Franklin, State of Washington, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION the following described tract of land in Washington County, State of Utah:

See Attached Exhibit "A"

See Water Rights Addendum to Land Deeds attached hereto and made a part hereof

TOGETHER WITH all improvements and appurtenances there unto belonging, and being SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

In witness whereof, the grantor(s) has/have caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 9th day of February, 2024.

WASHINGTON COUNTY WATER CONSERVANCY
 DISTRICT

By: *Zachary Renstrom*

Zachary Renstrom, General Manager

STATE OF Utah)

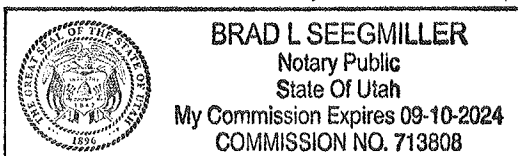
:ss.

COUNTY OF Washington)

On the 9th day of February, 2024, personally appeared before me, Zachary Renstrom, who being by me duly sworn, did say that the said Zachary Renstrom is the General Manager of WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by a resolution of its board of directors) and Zachary Renstrom duly acknowledged to me that said corporation executed the same.

Brad L Seegmiller
 NOTARY PUBLIC

My Commission Expires: 9/10/2024



Attachment to that certain Corporate Warranty Deed executed by WASHINGTON COUNTY WATER CONSERVANCY DISTRICT grantor(s), to Western Mortgage & Realty Company, a Washington Corporation grantee(s).

Order No. 227691

Tax I.D. No. H-4-2-13-1491-GS3, H-4-2-13-1403-GS3, H-4-2-13-1404-GS3, H-4-2-13-1402-GS3, and H-4-2-13-1408-GS3

EXHIBIT "A"

PARCEL 1A: (Labeled as such for reference purposes)

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 14 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE S01°09'52"W ALONG THE QUARTER SECTION LINE, 330.28 FEET TO THE POINT OF BEGINNING; THENCE S88°30'06"E 618.20 FEET; THENCE S01°17'21"W 646.04 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 23.76 FEET, THROUGH A CENTRAL ANGLE OF 90°45'01", (LONG CHORD BEARS: S46°39'51"W 21.35 FEET); THENCE N88°29'54"W 120.31 FEET; THENCE S01°11'04"W 51.00 FEET; THENCE S88°29'56"E 14.05 FEET TO THE POINT OF TANGENCY; THENCE SOUTHWESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 23.64 FEET, THROUGH A CENTRAL ANGLE OF 90°19'00", (LONG CHORD BEARS: S46°20'34"W 21.27 FEET); THENCE S01°11'04"W 124.86 FEET; THENCE S88°48'56"E 112.43 FEET; THENCE S01°11'04"W 720.00 FEET; THENCE N88°48'56"W 112.43 FEET; THENCE S01°11'04"W 200.02 FEET; THENCE S88°48'56"E 112.43 FEET; THENCE S01°11'04"W 90.77 FEET; THENCE S25°58'49"E 58.45 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET AND A RADIAL BEARING OF S01°11'04"W, A DISTANCE OF 20.42 FEET, THROUGH A CENTRAL ANGLE OF 77°59'32" (LONG CHORD BEARS: S49°49'10"E 18.88 FEET); THENCE SOUTHERLY ALONG THE ARC OF A 565.00 FOOT RADIUS REVERSE CURVE TO THE LEFT A DISTANCE OF 89.23 FEET, THROUGH A CENTRAL ANGLE OF 09°02'55", (LONG CHORD BEARS: S15°20'51"E 89.14 FEET); THENCE N88°28'38"W 620.97 FEET; THENCE N01°09'52"E 93.67 FEET; THENCE N88°50'08"W 25.00 FEET; THENCE S01°09'52"W 93.52 FEET; THENCE N88°28'38"W 674.02 FEET; THENCE N01°09'09"E 28.01 FEET; THENCE S88°38'55"E 661.10 FEET; THENCE N01°09'52"E ALONG THE QUARTER SECTION LINE OF SAID SECTION 13, 1980.91 FEET TO THE POINT OF BEGINNING.

PARCEL 1B: (Labeled as such for reference purposes)

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 14 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE S88°30'34"E ALONG THE NORTH SECTION LINE OF SAID SECTION 13, 708.92 FEET; THENCE S01°17'21"W 330.37 FEET TO THE POINT OF BEGINNING; THENCE S88°30'06"E 615.34 FEET; THENCE S01°12'18"W 661.13 FEET; THENCE N88°29'56"W 601.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 23.51 FEET, THROUGH A CENTRAL ANGLE OF 89°47'17", (LONG CHORD BEARS: N43°36'18"W 21.17 FEET); THENCE N01°17'21"E 646.15 FEET TO THE POINT OF BEGINNING.

Initials CDL

WATER RIGHTS ADDENDUM TO LAND DEEDS

Grantor: WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
 Grantee: Western Mortgage & Realty Company, a Washington Corporation
 Tax ID Number(s): H-4-2-13-1491-GS3, H-4-2-13-1403-GS3, H-4-2-13-1404-GS3, H-4-2-13-1402-GS3, and H-4-2-13-1408-GS3

In connection with the conveyance of the above referenced parcel(s), Grantor hereby conveys to Grantee without warranty, except for a warranty of title as to all claiming title by or through Grantor, the following interests in water and/or makes the following disclosures:

Check one box only

- 1 ☐ All of Grantor's water rights used on Grantor's Parcel(s) are being conveyed.
 2 ☐ Only a portion of Grantor's water rights are being conveyed. (County Recorder should forward a copy of this form to the Utah Division of Water Rights if Box 1 or 2 above is checked)
 3 ☒ No water rights are being conveyed.
 4 ☐ Water rights are being conveyed by separate deed.

Proceed to Section

A
B
C
C

Important Notes
(see other side)

Section

A	The water right(s) being conveyed include Water Right No(s). along with all applications pertaining to the water right(s) listed in this Section A, and all other appurtenant water rights (Proceed to Section C)	N1 N2 N3
B	Only the following water rights are being conveyed: (check all boxes that apply) ☐ All of Water Rights No(s). ☐ acre-feet from Water Right No. for: families acres of irrigated land: stock water for Equivalent Livestock Units; and/or for the following other uses ☐ acre-feet from Water Right No. for: families acres of irrigated land: stock water for Equivalent Livestock Units; and/or for the following other uses Along with all applications pertaining to the water right(s) listed in this Section B. (Proceed to Section C)	N1 N4 N5 N5 N2
C	Disclosures By Grantor: (check all boxes that apply) ☐ Grantor is endorsing and delivering To Grantee stock certificates for Shares stock in the following water company: ☐ Culinary water service is provided by: ☐ Outdoor water service is provided by: ☒ There is no water service available to Grantor's Parcel(s). ☐ Other water related disclosures:	N6 N7 N8 N9 N10

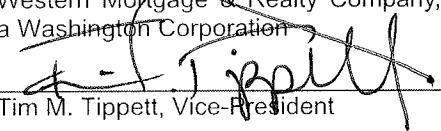
Attach and sign additional copies of this form if more space is needed.

The undersigned acknowledge sole responsibility for the information contained herein even though they may have been assisted by employees of the Utah Division of Water Rights, real estate professionals, or other professionals, except to the extent that title insurance or a legal opinion concerning such information is obtained.

Grantor's Signature: WASHINGTON COUNTY WATER CONSERVANCY DISTRICT


 Zachary Renstrom, General Manager

Grantee's Acknowledgment of Receipt: Western Mortgage & Realty Company, a Washington Corporation


 Tim M. Tippet, Vice-President

Grantee's Address: 6610 W Court St., Pasco, Washington 99301

NOTE: GRANTEE MUST KEEP A CURRENT ADDRESS ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS.

NOTES TO WATER RIGHTS ADDENDUM TO LAND DEEDS

Please read the following notes carefully in order to avoid problems and the possible loss of the water rights being conveyed in connection with this transaction.

The mere purchase of a water right does not guarantee: (1) that the water right is in good standing with the Utah Division of Water Rights; (2) that the owner has clear title to the water right; (3) that the Division will recognize the ownership change; or (4) that the Division will approve any proposed changes or extensions regarding the water right. You are encouraged to conduct proper "due diligence" research into any water right before purchasing it.

- N1 Once this Water Rights Addendum has been recorded at the County Recorder's Office, Grantee must prepare a "Report of Water Right Conveyance" or "ROC" (available from the Utah Division of Water Rights) and file it with the Utah Division of Water Rights in order to: (1) have the Division's records updated with current ownership and address information; (2) file any application on these water rights; and (3) receive notifications concerning deadlines and other essential information pertaining to these rights. **Failure to do so PROMPTLY may result in the loss of these water rights.** Help with reviewing the water rights and completing the ROC can be obtained from the Utah Division of Water Rights and/or water professionals, such as attorneys, engineers, surveyors, and title professionals with experience in water rights and water law.
- N2 A water right often has one or more applications on file with the Utah Division of Water Rights that affect that water right, such as change applications, extension requests, and non-use applications. These applications should be transferred with the water right. The Grantee should review the water right applications and other documents on file with the Utah Division of Water Rights.
- N3 Water rights owned by the Grantor and used on Grantor's Parcel may be "appurtenant" to Grantor's Parcel. Not all appurtenant water rights have been assigned a water right number because not all water rights are "of record." If Section A is being completed, this conveyance includes all appurtenant water rights, whether or not they are listed by water right number or are of record. Grantee should investigate each water right listed and determine if there are any water rights that are not of record. If there are water rights not of record, Grantee should seriously consider making them of record by filing the appropriate forms with the Utah Division of Water Rights.
- N4 100% of the water rights listed here are being conveyed to Grantee. A Report of Water Right Conveyance (see N1 above) should be filed on each water right listed here. The Water Rights listed in Section B may not provide sufficient water for all of the historic water uses.
- N5 Less than 100% of the water right listed is being conveyed to Grantee. The exact portion to be conveyed, expressed in terms of the beneficial uses associated with this portion of the water right must be described. This description generally consists of: (1) the number of families for domestic (indoor culinary) uses (generally quantified as 0.45 acre-feet per family for a year-round residence and 0.25 acre-feet per family for a seasonal residence); (2) the number of acres irrigated (this involves issues of "irrigation duty" [the number of acre-feet of water allowed per acre of irrigated land] and "sole supply/supplemental supply"[the amount of water allocated to each water right when more than one right is used on the same land or for the same livestock]; and (3) the number of livestock being watered (expressed in terms of equivalent livestock units or "ECUS" which are quantified at the rate of 0.028 acre-feet per EAU for full-year use. Any other uses being conveyed should be similarly described. Help with evaluating, quantifying, and/or describing the uses can be obtained from the Utah Division of Water Rights and/or water professionals.
- N6 Shares of stock in water companies (including irrigation, canal, and ditch companies) are generally not transferred by deed. Each company has procedures for transferring ownership. The company should be contacted to ascertain the appropriate procedures to follow. The most common procedure is for the Grantor to endorse and deliver the stock certificate to the Grantee, who then presents that certificate to company for issuance of a new certificate in the Grantee's name. If another procedure is to be followed, that should be noted on the "Other water related disclosures" line in Section C of this form. Each company also defines how much water is associated with a particular share and what fees and assessments are charged. The Grantee should contact the company about all such issues.
- N7 If culinary water service is currently being provided to the Grantor's Parcel by a municipality, a water district, or a water company, that entity should be listed here and the Grantee should contact that entity to ascertain what is required to continue receiving such service.
- N8 If outdoor/secondary/irrigation water service is currently being provided to the Grantor's Parcel by a municipality, a water district, or a water company, that entity should be listed here and the Grantee should contact that entity to ascertain what is required to continue receiving such service.
- N9 If this box is checked, the Grantee should investigate what water IF ANY is available for use on the Grantor's Parcel.
- N10 This space should be used for any other information that the Grantor has which is relevant to water issues associated with the Grantor's Parcel.

The Utah Division of Water Rights (often referred to as the State Engineer's Office) is located at 1594 W. North Temple, Suite 220, PO Box 146300, Salt Lake City, Utah 84114-6300 Telephone: 801-553-7240 Web Address: www.waterrights.utah.gov

AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)

:ss

COUNTY OF Washington

I (we), Western Mortgage & Realty Co., 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.

Western Mortgage & Realty Co.
(Property Owner)

[Signature]
(Property Owner)

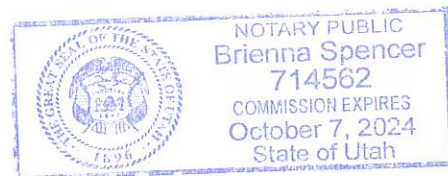
Tina M. Tippet, Vice Pres.

Subscribed and sworn to me this 30th day of November 2023

[Signature]
(Notary Public)

Residing in: Washington County

My Commission Expires: 10/07/2024



Agent Authorization

I (we), Western Mortgage & Realty Co., the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) Karl Rasmussen 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.

Western Mortgage & Realty Co.
(Property Owner)

[Signature]
(Property Owner)

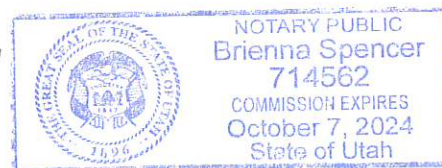
Tina M. Tippet, Vice Pres.

Subscribed and sworn to me this 30th day of November 2023

[Signature]
(Notary Public)

Residing in: Washington County

My Commission Expires: 10/07/2024



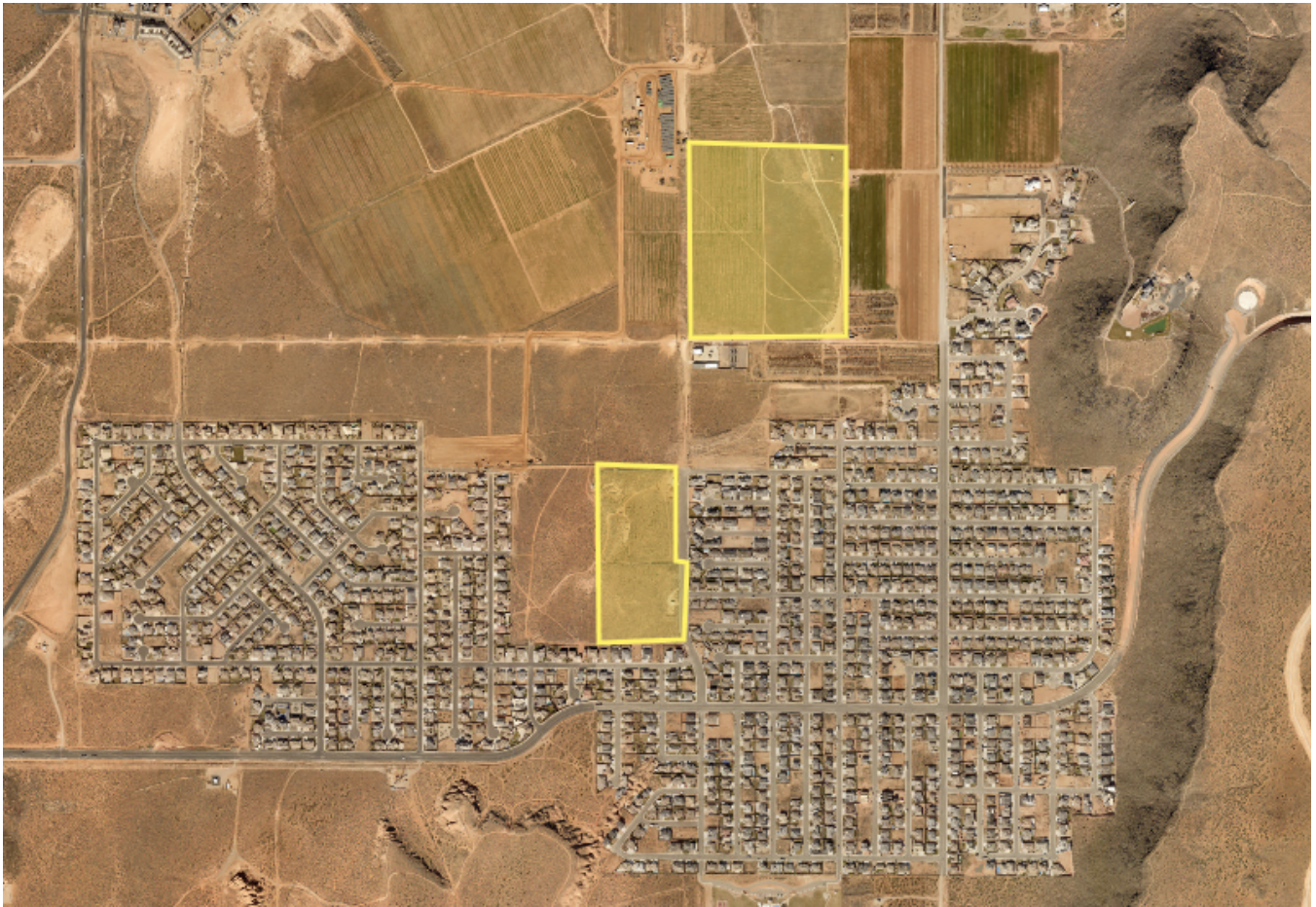


STAFF COMMENTS

Agenda Date:	03/21/2024
Application Number:	ZC24-03
Type of Application:	Zone Change
Action Type:	Legislative
Applicant:	Western Mortgage and Realty Co/Washington County Water Conservancy District
Agent:	Karl Rasmussen
Request:	A Zone Change Request from PF to R1-10
Location:	2544 S 3700 W
Zoning:	PF and R1-10
General Plan Map:	Public and Planned Community
Recommendation:	Recommend approval.
Report Prepared by:	Fred Resch III/Gary Cupp

Discussion:

The applicant is seeking a zone change to facilitate a land swap between Western Mortgage and Realty Co. and the Washington County Water Conservancy District (WCWCD). The District owns approximately 38 acres adjacent to the Dixie Springs subdivision which is currently undeveloped besides two well sites and some of the road improvements for 3700 W. Western Mortgage will swap this land for property north of planned 2300 S which the Water Conservancy District will use for a larger water facility while the District's original property will be developed as residences. The former WCWCD property will be rezoned from Public Facility to Single Family Residential R1-10; the former Western Mortgage property will not be rezoned at this time. The Planning Commission heard this item on March 14, 2024 and unanimously recommended approval by the City Council.



Locations are approximate

	Zoning	Adjacent Land Use
North	R1-10	Undeveloped property
East	R1-10	Single family homes, undeveloped property
South	R1-10, PF	Single family homes, substation and drainage basin
West	R1-10, RM-3	Planned single family homes, undeveloped property

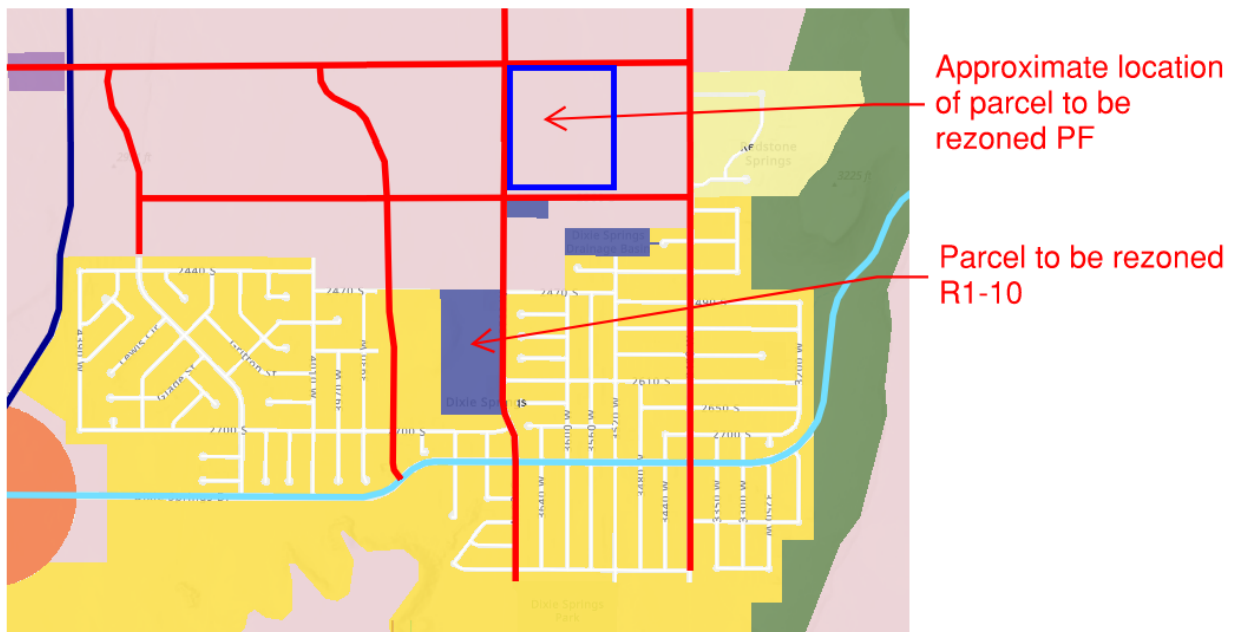
HCC Section 10-7-7(E) - Approval Standards:

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

Response: The [General Plan Map](#) shows this area as Public Use on the south portion and Planned Community, which recommends:

PUBLIC: Uses including municipal services, public or private schools and campuses, playing fields, recreational facilities and similar public facilities.

PLANNED COMMUNITY: Master planned communities should be complete communities that offer a mixture of housing types and supporting uses such as neighborhood and supporting commercial uses, offices, churches, schools, and parks. Development in this designation should take into account the character of existing surrounding development.



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

Response: The northern property is entirely surrounded by undeveloped property, and any new development will have to account for the Public Facility use. The southern property will match the existing zoning and use of the adjacent properties.

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

Response: It is unlikely that this zone change will adversely affect the adjacent property. The Gateway to Sand Hollow PID is planned to develop additional roadways and amenities in the area. The use of the property by the Water Conservancy District will be better situated farther away from existing residents.

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

Response: All public facilities and services are planned to be brought to the site through the Gateway to Sand Hollow PID. See JUC comments below.

JUC Comments

- 1. Public Works:** No comments.
- 2. Power:** No comments.
- 3. Water:** Okay.
- 4. Fire:** HVFD recommends approval.
- 5. Sewer:** No exception to zone change.
- 6. Streets:** Okay with zone change.
- 7. Cable:** No comments.
- 8. Engineering:** The boundaries of the proposed zone changes should extend to the roadway centerlines. Ground water source protection zones are typically an amorphous shape (most closely resembling an ellipse). Applicant should transpose the groundwater protection zones from the department of environmental quality's interactive map (<https://enviro.deq.utah.gov/>) onto the zone change exhibit map and show them. Hurricane City Code Title 8, Chapter 1, Article A specifies specific development standards for drinking water source protection. The property owner of the contemplated zone change can avoid adversely impacting the adjacent property. Half of the existing road, 3700 W, is on existing parcels H-4-2-13-1402-GS3 & H-4-2-13-1406-GS3. Converting the property underlying the roadway to public right of way should be required. Engineering would recommend finalizing a plan to secure public right of way (through purchase or dedication) before proceeding. Parcel boundaries depicted do not currently exist, preliminary plats will be required (HCC 10-39-4).

Findings:

Staff makes the following findings:

1. The proposed amendment is not strictly consistent with the General Plan Map, but this zone change can be considered to be broadly consistent with the intents and goals of the General Plan.

2. The proposed amendment is generally in harmony with the overall character of the existing and approved development in the area.
3. The proposed amendment will have an impact on the adjacent property, but that impact is expected by the General Plan.
4. Public services and facilities are currently adequate for the development.

Recommendation: Staff recommends that the City Council review this application and the zone change based on standards, also consider residents' comments. Due to the application meeting the four considerations for a zone change in the City code, staff recommends that the City Council approve this amendment for parcels H-4-2-13-1402-GS3, H-4-2-13-1403-GS3, H-4-2-13-1404-GS3, H-4-2-13-1406-GS3, and H-4-2-13-1408-GS3 from Public Facility (PF) to Single Family Residential (R1-10) subject to staff and JUC comments.



Application

[illegible]

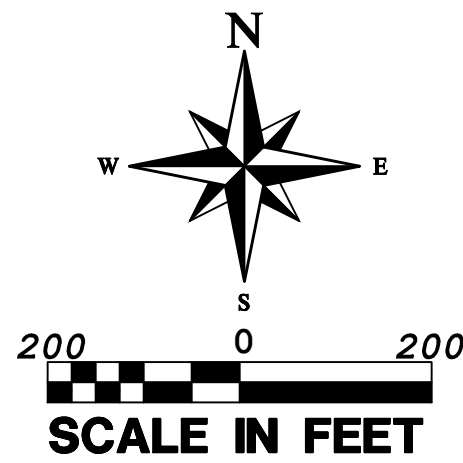
ZONE CHANGE FOR:
WESTERN MORTGAGE & REALTY COMPANY

LOCATED IN THE SECTIONS 12 & 13, T42S, R14W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

TURF SOD ROAD
CENTERLINE

LEGEND

PROPERTY LINE	PARCEL
ADJACENT PROPERTY LINE	A OWNER: W.C.W.C.D. (H-4-2-13-1405-GS3)
SECTION LINE	B OWNER: DIXIE REA (SUBSTATION) (H-4-2-13-1407-SA)
SECTION CORNER AS DESCRIBED	C OWNER: WESTERN MORTGAGE & REALTY CO.
FOUND CENTERLINE MONUMENT AS DESCRIBED	
PROPOSED R1-10 ZONE (CURRENT ZONE PF)	
EXCHANGED PROPERTY OF WASHINGTON COUNTY WATER CONS. DISTRICT TO BE REZONED LATER	
EXISTING R1-10 ZONE	
EXISTING PF ZONE	
EXISTING RM-3 ZONE	



PARCEL 2A (WESTERN MORTGAGE TO W.C.W.C.D.) DESCRIPTION- NOT BEING REZONED NOW

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 14 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE S88°30'34"E ALONG THE NORTH SECTION LINE OF SAID SECTION 13, 708.92 FEET; THENCE N01°17'21"E 54.46 FEET TO THE POINT OF BEGINNING; THENCE N01°17'21"E 254.11 FEET; THENCE NORTHERLY ALONG THE ARC OF A 8703.97 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 348.20 FEET, THROUGH A CENTRAL ANGLE OF 02°17'32", (LONG CHORD BEARS: N02°26'07"E 348.18 FEET); THENCE NORTHERLY ALONG THE ARC OF A 8793.97 FOOT RADIUS REVERSE CURVE TO THE LEFT A DISTANCE OF 351.83 FEET, THROUGH A CENTRAL ANGLE OF 02°17'32", (LONG CHORD BEARS: N02°26'06"E 351.81 FEET); THENCE N01°13'07"E 291.39 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 19.50 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 30.53 FEET, THROUGH A CENTRAL ANGLE OF 89°42'43", (LONG CHORD BEARS: N46°04'28"E 27.51 FEET); THENCE S89°04'10"E 1212.08 FEET; THENCE S00°55'50"W 1289.34 FEET; THENCE N88°30'34"W 1240.69 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 12.50 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 19.59 FEET, THROUGH A CENTRAL ANGLE OF 89°47'55", (LONG CHORD BEARS: N43°36'37"W 17.65 FEET) TO THE POINT OF BEGINNING.

AREA CONTAINS 1593568 SQUARE FEET OR 36.583 ACRES.

PARCEL 1B (W.C.W.C.D. TO WESTERN MORTGAGE) DESCRIPTION- REZONED TO R1-10

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 14 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE S88°30'34"E ALONG THE NORTH SECTION LINE OF SAID SECTION 13, 708.92 FEET; THENCE S01°17'21"W 330.37 FEET TO THE POINT OF BEGINNING; THENCE S88°30'06"E 615.34 FEET; THENCE S01°12'18"W 661.13 FEET; THENCE N88°29'56"W 601.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 23.51 FEET, THROUGH A CENTRAL ANGLE OF 89°47'17", (LONG CHORD BEARS: N43°36'18"W 21.17 FEET); THENCE N01°17'21"E 646.15 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 407,075 SQUARE FEET OR 9.345 ACRES.

PARCEL 1A (W.C.W.C.D. TO WESTERN MORTGAGE) DESCRIPTION- REZONED TO R1-10

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 14 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE S01°09'52"W ALONG THE QUARTER SECTION LINE, 330.28 FEET TO THE POINT OF BEGINNING; THENCE S88°30'06"E 618.20 FEET; THENCE S01°17'21"W 646.04 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 23.76 FEET, THROUGH A CENTRAL ANGLE OF 90°45'01", (LONG CHORD BEARS: S46°39'51"W 21.35 FEET); THENCE N88°29'54"W 120.31 FEET; THENCE S01°11'04"W 51.00 FEET; THENCE S88°29'56"E 14.05 FEET TO THE POINT OF TANGENCY; THENCE SOUTHWESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 23.64 FEET, THROUGH A CENTRAL ANGLE OF 90°19'00", (LONG CHORD BEARS: S46°20'34"W 21.27 FEET); THENCE S01°11'04"W 124.86 FEET; THENCE S88°48'56"E 112.43 FEET; THENCE S01°11'04"W 720.00 FEET; THENCE N88°48'56"W 112.43 FEET; THENCE S01°11'04"W 200.02 FEET; THENCE S88°48'56"E 112.43 FEET; THENCE S01°11'04"W 90.77 FEET; THENCE S25°58'49"E 58.45 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET AND A RADIAL BEARING OF S01°11'04"W, A DISTANCE OF 20.42 FEET, THROUGH A CENTRAL ANGLE OF 77°59'32" (LONG CHORD BEARS: S49°49'10"E 18.88 FEET); THENCE SOUTHERLY ALONG THE ARC OF A 565.00 FOOT RADIUS REVERSE CURVE TO THE LEFT A DISTANCE OF 89.23 FEET, THROUGH A CENTRAL ANGLE OF 09°02'55", (LONG CHORD BEARS: S15°20'51"E 89.14 FEET); THENCE N88°28'38"W 620.97 FEET; THENCE N01°09'52"E 93.67 FEET; THENCE N88°50'08"W 25.00 FEET; THENCE S01°09'52"W 93.52 FEET; THENCE N88°28'38"W 674.02 FEET; THENCE N01°09'09"E 28.01 FEET; THENCE S88°38'55"E 661.10 FEET; THENCE N01°09'52"E ALONG THE QUARTER SECTION LINE OF SAID SECTION 13, 1980.91 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 1,186,502 SQUARE FEET OR 27.238 ACRES.

WELL DESCRIPTIONS

PARCEL W23 (WELL SITE #23):
COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 14 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE QUARTER SECTION LINE, S01°09'52"W 1042.55 FEET; THENCE S88°29'56"E, 495.28 FEET TO THE POINT OF BEGINNING; THENCE S88°29'56"E 101.46 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 31.31 FEET, THROUGH A CENTRAL ANGLE OF 89°41'00", (LONG CHORD BEARS: S43°39'26"E 28.21 FEET); THENCE S01°11'04"W 119.30 FEET; THENCE N88°48'56"W 136.43 FEET; THENCE S01°11'04"E 124.86 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 23.64 FEET, THROUGH A CENTRAL ANGLE OF 90°19'00", (LONG CHORD BEARS: N46°20'34"E 21.27 FEET) TO THE POINT OF BEGINNING.

PARCEL W23 AREA CONTAINS 18,908 SQUARE FEET OR 0.434 ACRES.

PARCEL W19 (WELL SITE #19):
COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 14 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE QUARTER SECTION LINE, S01°09'52"W 1902.30 FEET; THENCE S88°29'56"E, 479.89 FEET TO THE POINT OF BEGINNING; THENCE S88°48'56"E 136.43 FEET; THENCE S01°11'04"W 200.02 FEET; THENCE N88°48'56"W 136.43 FEET; THENCE N01°11'04"E 200.02 FEET TO THE POINT OF BEGINNING.

PARCEL W19 AREA CONTAINS 27,289 SQUARE FEET OR 0.626 ACRES.

PARCEL MW1 (MONITORING WELL SITE #1):
COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 14 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE QUARTER SECTION LINE, S01°09'52"W 2247.74 FEET; THENCE S88°48'55"E, 12.92 FEET TO THE POINT OF BEGINNING; THENCE S88°50'08"E 25.00 FEET; THENCE S01°09'52"W 93.67 FEET; THENCE N88°28'38"W 25.00 FEET; THENCE N01°09'52"E 93.52 FEET TO THE POINT OF BEGINNING.

PARCEL MW1 AREA CONTAINS 2,340 SQUARE FEET OR 0.054 ACRES.

NO	REVISIONS	DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84403
Phone: (435) 668-0801



ZONE CHANGE FOR:
WESTERN MORTGAGE & REALTY COMPANY
LOCATED IN THE SECTIONS 12 & 13, T42S, R14W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

DATE: 3/13/2024
SCALE: 1"=200'
JOB NO.
336-002
SHEET NO:
1 OF 1

From: Patrick Bentson <patrickbentson@me.com>
Sent: Wednesday, March 13, 2024 2:26 PM
To: Public Comment
Subject: Re: RE-Zone and Land swap

Thank you for responding Gary

Pat Bentson
435-494-9598



On Mar 13, 2024, at 2:07 PM, Public Comment
<publiccomment@cityofhurricane.com> wrote:

Hi Pat,

Your comment will be added to the record. In response to your questions, the water district owns the undeveloped property adjacent to the Dixie Springs subdivision, which it intends to swap for property owned by Western Mortgage nearby to the north of planned 2300 S. The water district will use the property they receive for a larger water facility, and it is expected that the other property will most likely be developed for residences at a later, undetermined time since no development proposals such as plats or site plans have been submitted yet for the site.

Regarding the blasting concerns, only the zone change application has been submitted so far. When, and if, the residential site is developed, blasting may or may not be required, but we don't know either way at this point since no development plans have been submitted at this point. As for damages caused by development, the City's position is that any damages by caused by a developer to neighboring properties would be a private legal matter between those parties.

Thank you for reaching out.

Gary Cupp

Planning Director

(435) 635-2811 x118

From: Jared Stevens <stevja1@gmail.com>
Sent: Monday, March 18, 2024 8:53 AM
To: Public Comment
Subject: Regarding the WCWCD Land Swap and Rezoning near 2544 S 3700 W

Dear Gary Cupp and the Hurricane City Council --

I received your letter yesterday, (March 17) because the post office delivered it to the wrong address. I've missed the public hearing on March 14 but wrote this email as soon as I reasonably could in order to voice my concerns about the proposed rezoning of the area near my home.

I moved into my home at 3712 W 2700 S in September 2023. We chose this home over larger, less expensive homes because of the view of the mountains to the north.

I was initially concerned that the land immediately north of my home could be developed and checked land ownership. It was owned by the Water District who had two wells. The ground was also uneven and rocky and would be difficult/impossible to develop without expensive excavation.

As you've noted in your letter, it was also not zoned for residential structures.

This gave me a reasonable expectation that this land would never be developed for homes - or at the very least, not developed in the near future.

This land swap does two things that directly affect me, and my property:

1. It obviously would create the opportunity for the land to be developed and in the process, obstruct the view. This will diminish the value of my home and the homes nearby that also border this property.
2. Its my belief based on other development in the area that to properly excavate the rocky terrain so that houses can be built, explosives will be needed to break up the rock. I live adjacent to these properties. I'm concerned that my neighbors and my proximity to the land and this activity will put our homes at risk for concussive damage. If this activity was performed when initial grading of the neighborhood was done, it wouldn't have been a risk, but doing it after the fact means everyone on 2700 S bordering this property as well as new housing being built to the west will be at risk.

For those above reasons, I recommend the council leave the zoning as is.

Thank you for your consideration,
Jared and Melena Stevens
3712 W 2700 S
Hurricane UT, 84737

March 14, 2024

Hurricane Planning Commission

RE: March 14, 2024, Public Hearing, Zone Changes

Western Mtg & Realty Co & W.C.W.C.D.

Parcels: H-4-2-13-1402-GS3; H-4-2-13-1403-GS3; H-4-2-13-1404-GS3; H-4-2-13-1408-GS3

Dear Commissioners:

We own and reside full time in a home located at 3688 W 2540 S, Hurricane, Ut that is approximately 200-250 ft from the above-listed parcels that are subject to the zone change request.

We vehemently oppose the request to change the zone from PF to R1-10 for the parcels located at approximately 2544 S 3700 W:

H-4-2-13-1402-GS3

H-4-2-13-1403-GS3

H-4-2-13-1404-GS3

H-4-2-13-1408-GS3

1. These parcels are located on Navajo sandstone, large, embedded rocks, including a near solid sandstone ridge. Developing these parcels will require months of extensive, damaging blasting and massive jack hammering just to add the required water, sewer and electrical infrastructure. Including excavation for the residential units.

2. The required continual blasting, jack hammering and compacting to put in the infrastructure and excavate the home sites will seriously damage not only our home, but all the existing homes located within a large radius of the parcels.

3. We and many of our neighbors have already experienced stucco and interior tile damage, etc. from the blasting, jack hammering and compacting conducted by Three Rivers Excavating for the Enhanced Homes subdivision development December 2022 through April/May 2023. The continual, damaging blasting, jack hammering and compacting for that development was further west of us and the above-listed parcels. Even so, we felt each blast radiate and roll through the underlying rocks and throughout our entire foundation. We immediately began noticing new cracks in our stucco and floor tiles.

Simply put, these parcels cannot be developed without severely damaging the surrounding, existing homes; thereby damaging our and many neighbors' homes. Therefore, we implore you to deny this rezoning request.

Respectfully,


Steve and Julie Halvorson
3688 W. 2540 S.
Hurricane, UT 84737





STAFF COMMENTS

Mayor, Council, and Staff reports

Discussion:

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

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

Discussion:

Findings:

Recommendation:

Attachments:

None